



**Big6 Properties**

**Blue Ridge Land  
& Auction Co., Inc**

**Online Auction Bidders Agreement**

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

**AUCTION FOR** – Roosevelt L. Davis Charitable Remainder Unitrust

*A portion of the proceeds will benefit Samaritan's Purse, a North Carolina Non-Profit Corporation.*

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Tuesday, July 15<sup>th</sup>, 2025 at 3 PM

\*\*\* Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

**AUCTIONEER** – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

**AUCTIONEER / BROKER** – Sharon Roseman (Broker / Auctioneer) of United Country – Big6 Properties located at 153 NC-16, Taylorsville, NC 28681 (828-632-2446), (m 828-320-4726) has contracted with “Seller” to offer to sell at public auction certain real property.

**OFFERING** –

**Legally described as:**

Parcel #: 4952-16-72-5882-602 and 4952-16-72-5882-601; Consisting of a total of +/- 15.09 acres and improvements; Deed Book 01798 Page 1059

**Address:** TBD Johnson Ridge Rd., Elkin, NC 28621

- **Online Bidding Open NOW**
- **Online Bidding Closes on Tuesday, July 15<sup>th</sup>, 2025 at 3 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

**It is solely bidders' responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.**

## Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auctioneer Sharon Roseman at (828) 320-4726.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land & Auction/Big6 Properties** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.
- 8) **Earnest Money Deposit:** A **\$10,000** non-refundable deposit, will be wire transferred or hand delivered in the form of certified funds to attorney of purchasers choice no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.

- 9) **Closing:** Closing shall be on or before **Friday, August 29<sup>th</sup>, 2025**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to NC State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com). If these steps have not been completed, a broker referral fee will not be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that “an offer” has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller’s acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating NC State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

**Matt Gallimore – United Country Blue Ridge Land and Auction  
Owner, Real Estate Broker, Auctioneer, MBA**

102 South Locust Street; PO Box 234

Floyd, VA 24091

540-239-2585

[Gallimore.Matt@gmail.com](mailto:Gallimore.Matt@gmail.com)

**Individual State License #'s**

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

**Firm State License #'s**

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

**Sharon Roseman – United Country Big6 Properties  
Owner, Real Estate Broker, Auctioneer**

153 NC-16

Taylorsville, NC 28681

828-632-2446 office

828-320-4726

**License #'s**

North Carolina Broker License #	229274
North Carolina Real Estate Firm License #	C31790
North Carolina Auctioneer License #	10467
North Carolina Auction Firm License #	10471
Tennessee Broker License #	376536
Tennessee Real Estate Firm License #	266348



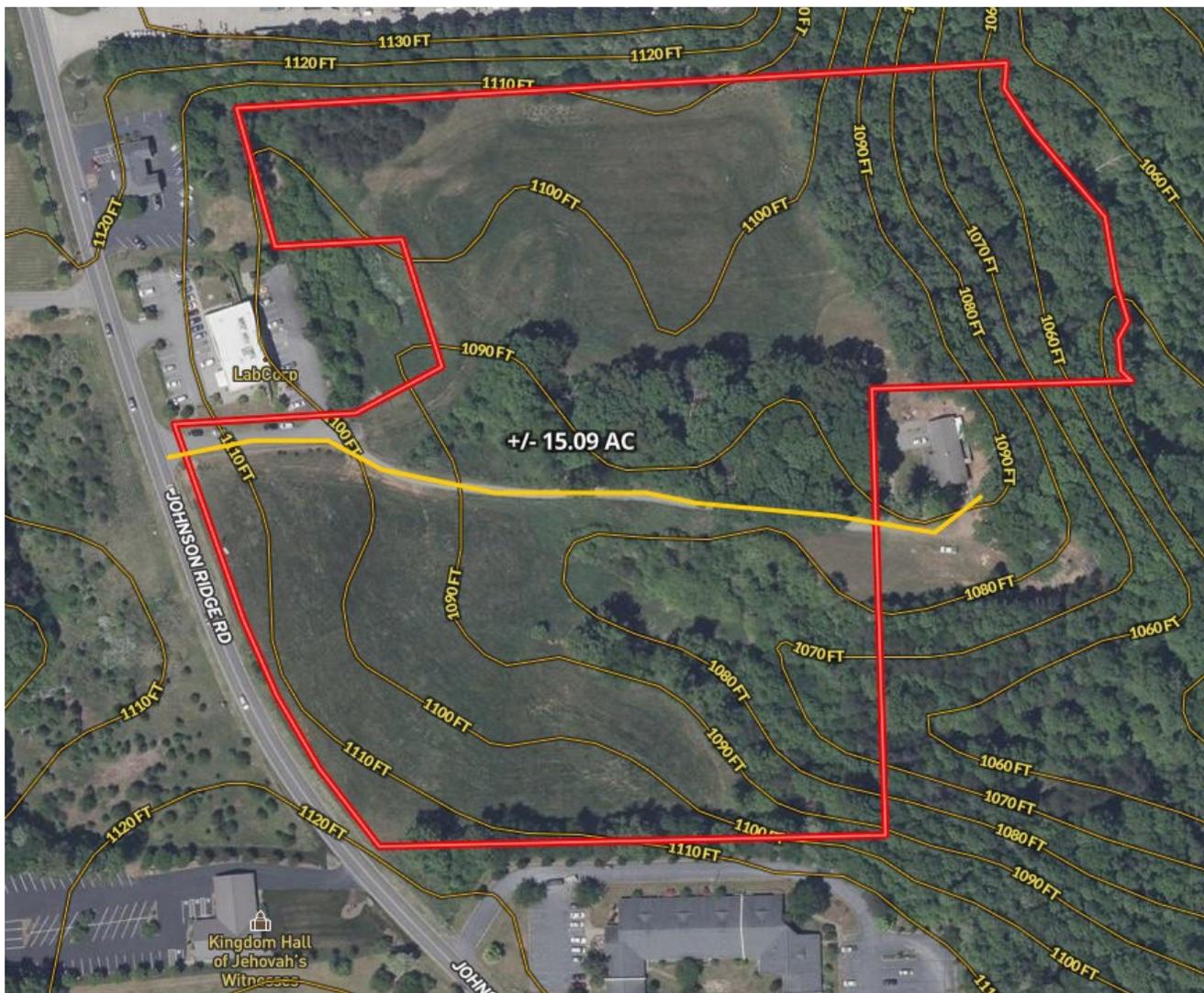
**Auction Services**

# Aerial



**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***

# Contour

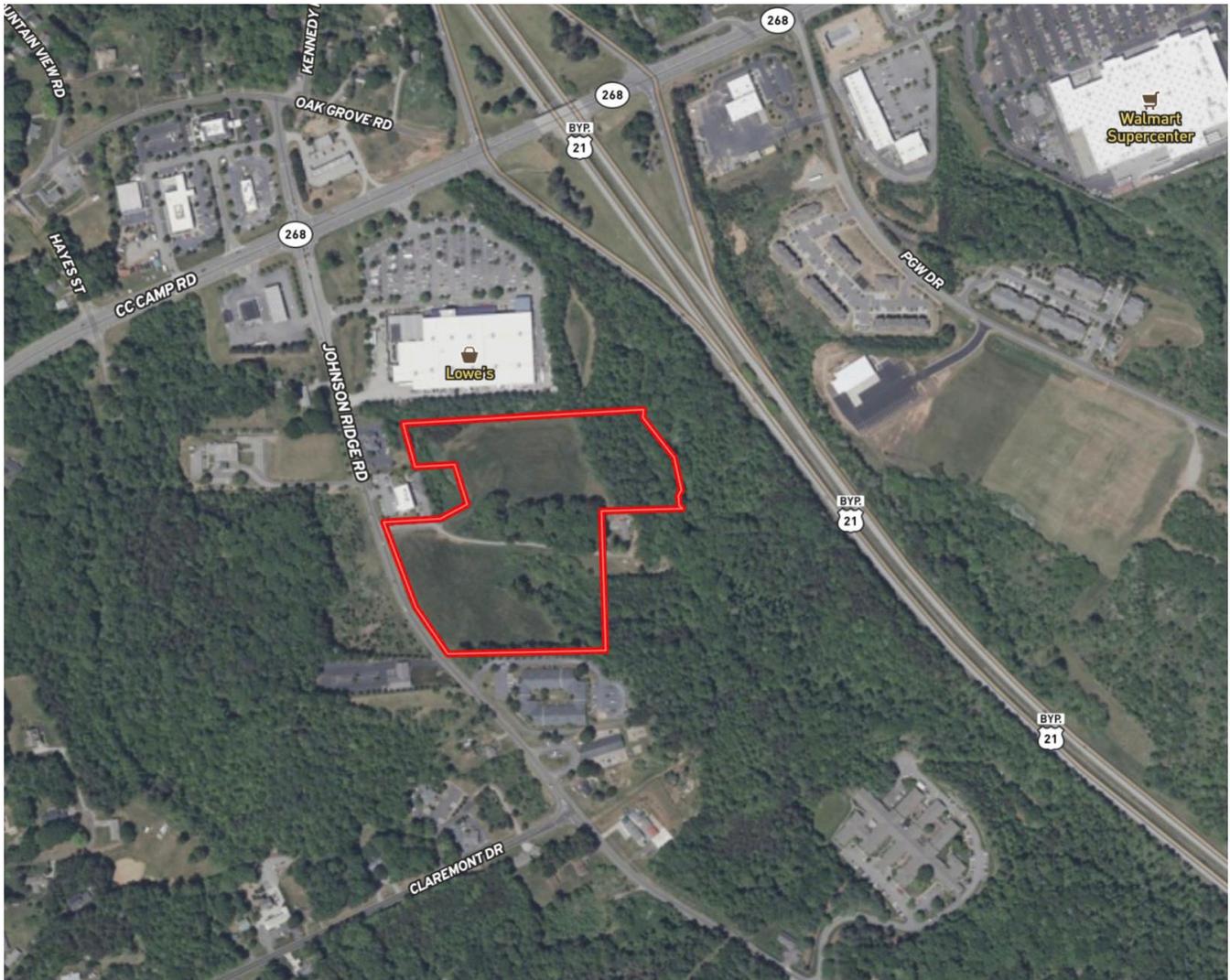


**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***



# Neighborhood

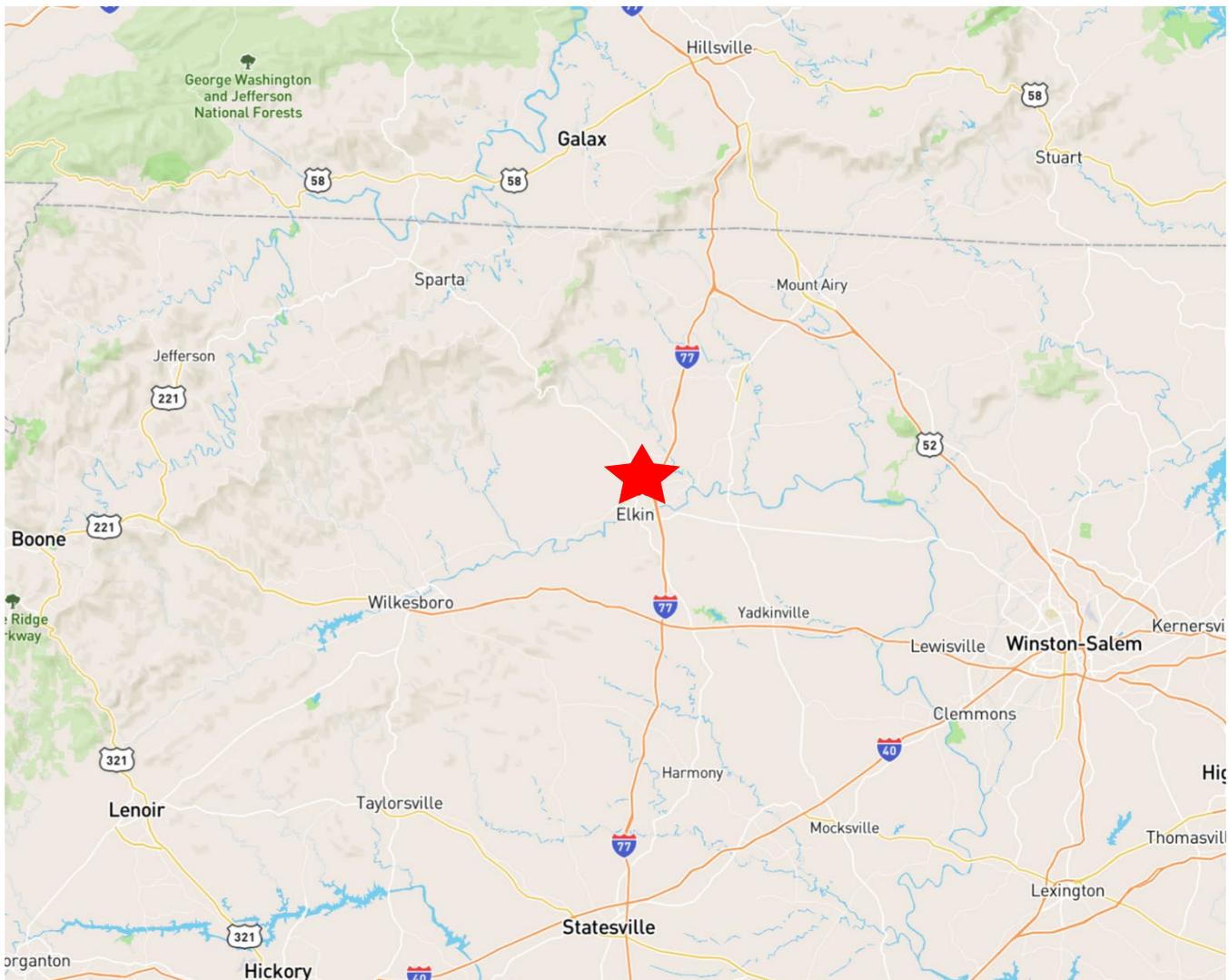
TBD Johnson Ridge Rd.,  
Elkin, NC 28621





# Location

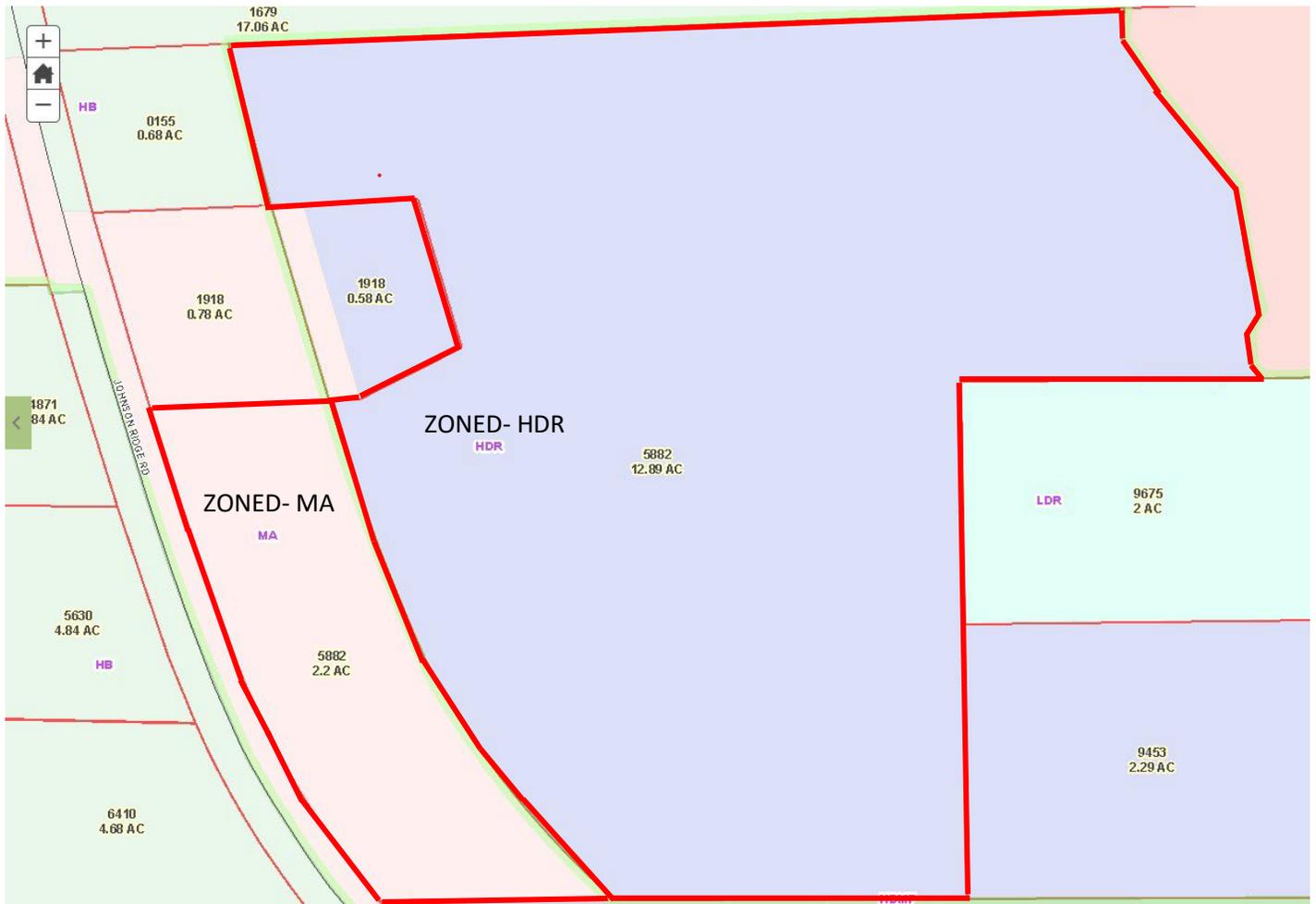
TBD Johnson Ridge Rd.,  
Elkin, NC 28621





# Zoning

**Auction Services**



**DAVIS ROOSEVELT L TRUSTEE** Parcel ID: 4952-16-72-5882-602  
 JOHNSON RIDGE RD UNIQ ID 1879825 SPLIT FROM ID  
 100122225 ID NO:

PLAT: 00000/00000 UNIQ ID 1879825  
 COUNTY WIDE (100), FIRE - CC CAMP (100), SCHL - ELKIN (100)  
 CARD NO. 1 of 1  
 12,8900 AC  
 TW-04 CL- FR-

Reval Year: 2025 Tax Year: 2025  
 Appraised By: 47 on 11/16/2023 14300 ELKIN-JOHNSON RIDGE RD  
 EX- SRC= LAST ACTION 20241218  
 AT- CORRELATION OF VALUE

CONSTRUCTION DETAIL		MARKET VALUE		DEPRECIATION		CREDENCE TO				
USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB	% GOOD	INORM	MARKET
0	97	00								0
BUILDING ADJUSTMENTS										
TOTAL ADJUSTMENT FACTOR										
TOTAL QUALITY INDEX										

DEPR. BUILDING VALUE - CARD 0  
 DEPR. OB/XF VALUE - CARD 0  
 MARKET LAND VALUE - CARD 169,180  
 TOTAL MARKET VALUE - CARD 169,180  
 TOTAL APPRAISED VALUE - CARD 169,180  
 TOTAL APPRAISED VALUE - PARCEL 169,180  
 TOTAL PRESENT USE VALUE - LAND 0  
 TOTAL VALUE DEFERRED - PARCEL 0  
 TOTAL TAXABLE VALUE - PARCEL \$ 169,180

PRIOR APPRAISAL				PERMIT				
BUILDING VALUE	OBXF VALUE	LAND VALUE	PRESENT USE VALUE	DEFERRED VALUE	TOTAL VALUE	CODE	DATE	NO.
0	0	161,130	0	0	161,130			
ROUT: WTRSHD:								

SALES DATA									
OFF. RECORD BOOK	OFF. RECORD PAGE	DEED MO	DEED YR	DEED TYPE	Q/U	V/I	INDICATE		
01798	1059	1	2022	WD	C	V			
00135	0573	2	1941	WD	C	V			
00125	0534	1	1936	WD	C	V			

NOTES									
ASKING \$25K-\$30K/AC									
11/23 SPLIT 24 TY									
HEATED AREA									

TYPE	SUBAREA	GS AREA	PCT	RPL CS	CODE	DESCRIPTION	COUNT	LTH	WITH	UNITS	UNIT PRICE	ORIG % COND	BLDG #	---	AYB	EYB	DEP SCH	OVR	% COND	OB/XF DEPR. VALUE	
TOTAL OB/XF VALUE																					

LAND INFORMATION																		
HIGHEST AND BEST USE	LOCAL CODE	ZONING	USE CODE	FRONTAGE	DEPTH	DEPTH / SIZE	LAND MOD	COND FACT	OTHER ADJ/NOTES RF AC LC TO OT	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNIT TYPE	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES
OFFICE	0400	HDR	0	0	1.0000	0	0.1000	0		PD	131,250.00	12.890	AC	0.100	13,125.00	169181		
TOTAL MARKET LAND DATA																		
TOTAL PRESENT USE DATA																		

4952-16-72-5882-602 (4672058) Group:60  
 5/22/2025 10:00:53 AM.

**DAVIS ROOSEVELT L TRUSTEE** Parcel ID: 4952-16-72-5882-601  
 JOHNSON RIDGE RD 100122225 PLAT: 00000/00000 UNIQ ID 1909076 SPLIT FROM ID

COUNTY WIDE (100), SCHL - ELKIN (100) SRC= AT- LAST ACTION 20241218  
 Reval Year: 2025 Tax Year: 2025 CARD NO. 1 of 1  
 Appraised By: 47 on 09/22/2023 14300 ELKIN-JOHNSON RIDGE RD 2,200 AC TW-04 CI-T2 FR- DEPRECIATION

CONSTRUCTION DETAIL		MARKET VALUE		DEPRECIATION		CORRELATION OF VALUE					
USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB	% GOOD	INORM	CRERENCE TO	MARKET
0	97	00									0
<b>BUILDING ADJUSTMENTS</b>											
TOTAL ADJUSTMENT FACTOR 0 USE CODE 97											
TOTAL QUALITY INDEX 0 STYLE:											

TOTAL POINT VALUE		DEPR. BUILDING VALUE - CARD		DEPR. OB/XF VALUE - CARD		MARKET LAND VALUE - CARD		TOTAL MARKET VALUE - CARD	
0	97	00							
TOTAL APPRAISED VALUE - CARD 216,560									
TOTAL APPRAISED VALUE - PARCEL 216,560									
TOTAL PRESENT USE VALUE - LAND 0									
TOTAL VALUE DEFERRED - PARCEL 0									
TOTAL TAXABLE VALUE - PARCEL \$ 216,560									

PRIOR APPRAISAL				PERMIT			
BUILDING VALUE	OBXF VALUE	LAND VALUE	TOTAL VALUE	CODE	DATE	NO.	
0	0	206,250	0				
PRESENT USE VALUE							
DEFERRED VALUE							
TOTAL VALUE 206,250							
ROUT: WTRSHD:							

SALES DATA									
OFF. RECORD	BOOK	PAGE	MO	YR	DEED TYPE	DEED	Q/U	V/I	INDICATE SALES PRICE
	01798	1059	1	2022	WD	C	V		0
	01228	0701	2	2008	WD	C	V		0
	00749	1093	10	1999	CD	B	I		230,230
	00152	0286	3	1945	NW	X	V		0
	00135	0573	1	1937	NW	X	V		0
	00125	0534	11	1936	WD	C	V		0

NOTES  
HEATED AREA

SUBAREA		GS AREA	PCT	RPL CS	CODE	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG #	---	AYB	EYB	DEP SCH	OVR	% COND	OB/XF DEPR. VALUE	
SUBAREA TOTALS		0				TOTAL OB/XF VALUE															

BLDG DIMENSIONS

LAND INFORMATION																	
HIGHEST AND BEST USE	LOCAL CODE ZONING	USE CODE	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJ/NOTES RF AC LC TO OT	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNIT TYPE	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	VERRIDE VALUE	LAND NOTES
OFFICE	0400	MA	550	0	1.0000	0	0.7500		RP	131,250.00	2.200	AC	0.750	98,437.50	216563		
TOTAL MARKET LAND DATA																	
TOTAL PRESENT USE DATA																	

4952-16-72-5882-601 (4672059) Group:0 5/22/2025 10:01:29 AM.

Surry County, North Carolina  
W. Todd Harris, Register of Deeds  
Received By: TATE WILLIAMS  
Tax: \$0.00

Surry Co. Tax Dept.  
Land Records SF  
Collection SF

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$0.00  
Parcel Identifier No. \_\_\_\_\_  
Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

Mail/Box to: Grantee \_\_\_\_\_  
This instrument was prepared by: Peter W. Simon, Attorney at Law, PLLC, 1251 Davie Avenue, Statesville NC 28677  
Brief description for the Index: \_\_\_\_\_

THIS DEED made this 23<sup>rd</sup> day of December, 2021, by and between

GRANTOR	GRANTEE
RCD OMNI, LLC, a North Carolina limited liability company	Roosevelt L. Davis, Trustee of the Roosevelt L. Davis Charitable Remainder Trust
730 Branchwood Road Statesville, NC 28625	c/o Steve Nickel, Samaritan's Purse P.O. Box 3000 Boone, NC 28607

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of \_\_\_\_\_, Elkin Township, Surry County, North Carolina and more particularly described as follows:

See attached Exhibit "A" for description of property

North Carolina Bar Association -- NC Bar Form No. 3

Submitted electronically by "Peter W. Simon, Attorney"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Surry County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1228, Page 701.

All or a portion of the property herein conveyed X includes or \_\_\_ does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book Page .

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

RCD OMNI, LLC

By: R. L. Davis (SEAL)

Name: R. L. Davis

Title: Member-Manager

STATE OF NORTH CAROLINA  
COUNTY OF WILKES

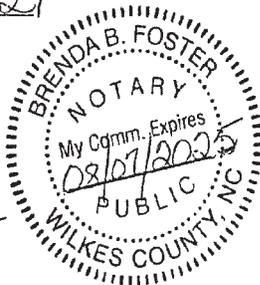
I certify that the following person, who is known to me or proved to me on the basis of satisfactory evidence to be the person described, personally appeared before me this day and acknowledging to me that he is the Member-Manager of RCD OMNI, LLC, a North Carolina limited liability company, and that he, as Member-Manager voluntarily signed the foregoing document for the purpose stated therein, and in the capacity indicated:

R. L. Davis of RCD OMNI, LLC, a North Carolina limited liability company

Date: 12/23/2021

(Official Seal)

My commission expires: 08/07/2025



Brenda B. Foster  
Printed name of Notary Public

EXHIBIT "A"  
LEGAL DESCRIPTION

BEGINNING on a P.K. Nail found subsurface in the centerline of S.R. 1144, Johnson Ridge Road, such Beginning P.K. Nail having N.C. Geodetic Coordinates of N = 923229.832 ft. and E = 1456908.632 ft., and being further located South 31 degs. 46' 49" West 1300.19 feet from N.C. Geodetic Survey Station "CAMP 1970" which has N.C. Geodetic Coordinates of N = 924335.090 feet and E = 1457593.397 ft.; and running from the Beginning P.K. Nail, and with the South line of Hugh Chatham Memorial Hospital, Inc. North 87 degs. 43' 37" East, passing through a 7/8 inch New Iron Pipe set on the East right of way line of S.R. 1144, Johnson Ridge Road, at 30.56 feet, a 7/8 inch New Iron Pipe set 371.23 feet thereafter, and a 7/8 inch New Iron Pipe set 661.03 feet thereafter, a total distance of 1083.82 feet to a point in the stream, such point being designated as "A" on plat of survey referenced below; thence running down with the stream, also being Rachel S. Boyles' West line, the following courses and distances to points in the center of the stream: South 05 degs. 29' 51" West 29.33 feet, South 32 degs. 46' 44" East 58.35 feet, South 39 degs. 12' 17" East 127.34 feet, South 08 degs. 50' 07" East 77.09 feet, South 15 degs. 58' 20" East 44.05 feet, South 29 degs. 15' 47" West 23.89 feet, South 04 degs. 14' 46" East 35.66 feet, and then South 45 degs. 12' 27" East 16.22 feet to a 1/4 inch Existing Iron Pipe found in the stream; thence, leaving the stream, and running with Mary B. Collins' North line, South 89 degs. 17' 34" West 296.01 feet to a 1/2 inch Existing Iron Stake found in Mary B. Collins' Northwest corner; thence, running with Mary B. Collins' West line, South 00 degs. 42' 06" East a total distance of 238.06 feet to a 7/8 inch Existing Iron Pipe found in Mary B. Collins' Southwest corner, also being Aaron C. Collins' Northwest corner; thence, running with Aaron C. Collins' West line, South 00 degs. 40' 26" East 269.35 feet to a 1/4" inch Existing Iron Pipe with a cap found in Aaron C. Collins' Southwest corner, also being a point in the North line of L.E.I. Surry Limited Partnership property; thence, running with the North line of the said L.E.I. Surry Limited Partnership property, South 89 degs. 47' 24" West, passing through a 1/2 inch Conduit found within the East right of way of S.R. 1144, Johnson Ridge Road at 584.76 feet, a total distance of 614.62 feet to a point in the center of S.R. 1144, Johnson Ridge Road; thence, running with the center of S.R. 1144, Johnson Ridge Road, as such road curves to the right, such curve having a Radius of 1127.05 feet, a Length of 167.88 feet, a Delta of 08 degs. 32' 05", and a Chord Bearing and Distance of North 33 degs. 21' 15" West 167.73 feet to a point in the center of S.R. 1144, Johnson Ridge Road; thence continuing with the center of S.R. 1144, Johnson Ridge Road as it curves to the right, such curve having a Radius of 2322.84 feet, a Length of 348.20 feet, a Delta of 08 degs. 35' 20", and a Chord Bearing and Distance of North 20 degs. 09' 41" West 347.87 feet to a P.K. Nail found in the centerline of S.R. 1144, Johnson Ridge Road; thence continuing with the center of S.R. 1144 Johnson Ridge Road, North 17 degs. 05' 31" West 34.47 feet to a P.K. Nail found in the centerline of S.R. 1144, Johnson Ridge Road; thence continuing with the center of S.R. 1144, Johnson Ridge Road, North 17 degs. 04' 07" West 51.01 feet to a P.K. Nail set in the centerline of S.R. 1144, Johnson Ridge Road; thence, continuing with the center of S.R. 1144, Johnson Ridge Road as it curves to the right, such curve having a Radius of 4938.99 feet, a Length of 295.41 feet, a Delta of 03 degs. 25' 37", and a Curve Bearing and

Distance of North 14 degs. 53' 50" West 295.36 feet to the Beginning P.K. Nail, containing 17.650 acres, more or less, as shown on a plat of survey of James R. Smith, R.L.S. #L-2722, which plat is entitled "Survey for R. L. Davis and wife, Carol C. Davis", and is dated 8-20-99, refence to which plat is herby made for a more complete description.

LESS AND EXCEPT that portion of the property previously conveyed by Warranty Deed to Dorothy Turrentine, recorded in Record Book 769 at Page 122, Surry County Registry, and being more particularly described as follows:

BEGINNING at a pk nail found in the centerline of S.R. 1144 (Johnson Ridge Road), said nail being located South 31 deg. 46 min. 49 sec. West 1300.19 feet from N.C. Geodetic Survey Station "Camp 1970" N=924335.090 ft. E=1457593.397 ft. (NAD '83 Coordinates) AZ. REF. STATION "POPLAR 1970", said beginning nail also being a corner for Hugh Chatham Memorial Hospital, Inc. property (Deed Book 474, page 829) and running thence with Hugh Chatham Memorial Hospital, Inc. property North 87 deg. 43 min. 37 sec. East passing over an iron pipe in the east right-of-way line of S.R. 1144 at a distance of 30.56 feet for a total distance of 203.85 feet to a new iron pin, a new corner for R. L. Davis; thence on a new line for R. L. Davis South 14 deg. 38 min. 09 sec. East 163.05 feet to a new iron pin; thence South 87 deg. 43 min. 37 sec. West passing over a new iron pin in the east right-of-way line of S.R. 1144 for a total distance of 205.3 feet to a point in the centerline of S.R. 1144; thence with the centerline of S.R. 1144 as it curves on a radius of 4938.99 feet a length of 162.76 feet a chord of 162.75 feet and a bearing of North 14 deg. 07 min. 40 sec. West and a delta of 01 deg. 53 min. 17 sec. to the point of beginning and containing 0.750 of an acre, more or less, as surveyed by James R. Smith, Jr., RLS, L-2722, April 14, 2000, For back reference see Deed Book 749, page 1093.

AND LESS AND EXCEPT that portion of the property previously conveyed by Warranty Deed to Peter F. McIlveen and wife, Lucy McIlveen, recorded in Book 1268 at Page 193, Surry County Registry, and being more particularly described as follows:

BEING all of the 1.058 acres, as shown on a plat as recorded in Plat Book 26, Page 22, Surry County Registry, to which reference is hereby made for a more particular description.

Being a portion of the property previously conveyed to RCD OMNI LLC, by Warranty Deed from Roosevelt L. Davis, a/k/a R. L. Davis and wife, Carol Chadwick Davis, a/k/a Carol C. Davis, dated January 29, 2008, and recorded in Book 1228 at Page 701, Surry County Registry, North Carolina.

Parcel Identification Number: 495216725882602 and 495216725882601

Property Address: Johnson Ridge Road, Elkin, NC 28621

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by United Country Real Estate Blue Ridge Land & Auction & Big6 Properties ("Firm"), Buyer has become the high bidder of the Property described below. For valuable consideration, Buyer offers to purchase and Seller agrees to sell and convey the Property on the terms and conditions of this Real Property Auction Purchase and Sale Contract (the "Contract").

1. PARTIES; PROPERTY DESCRIPTION; PURCHASE PRICE; AND CLOSING.

- (a) "Seller": Roosevelt L. Davis Charitable Remainder Unitrust
(b) "Buyer":
(c) "Property": Street Address: TBD Johnson Ridge Rd.
City: Elkin Zip: 28621 County: Surry, NC
Lot/Unit, Block/Section, Subdivision/Condominium
Plat Book/Slide at Page(s) PIN/PID: 4952-16-72-5882-602 and 4952-16-72-5882-601
Other description: Consisting of a total of +/- 15.09 acres and improvements
Some or all of the Property may be described in Deed Book 01798 at Page 1059
Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address.
The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in paragraphs 2 and 3 below.

ADDITIONAL PARCELS. If additional parcels are the subject of this Contract, any such parcels are described in an attached exhibit to this Contract, and the term "Property" as used herein shall be deemed to refer to all such parcels.

Mineral rights [X] are [ ] are not included.
Timber rights [X] are [ ] are not included.
The Property [ ] will [X] will not include a manufactured (mobile) home(s).
The Property [ ] will [X] will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.
If a manufactured home(s) or an off-site or separate septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to provide details by using the Additional Provisions Addendum (Form 2A11-T).

- (d) "Purchase Price": \$ paid in U.S. Dollars upon the following terms:
\$ EARNEST MONEY DEPOSIT as [ ] cash [ ] personal check [X] official bank check
[X] wire transfer [ ] electronic transfer
\$ BALANCE of the Purchase Price in cash at Closing (some or all of which may be paid with the proceeds of a new loan)

(i) Buyer must deliver the Earnest Money Deposit to TBD ("Escrow Agent") either [X] on the Effective Date or [ ] within five (5) days after the Effective Date. The Earnest Money Deposit shall be held by Escrow Agent and applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided by this Contract. If the parties agree that Buyer will pay by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(ii) Should Buyer fail to timely deliver the Earnest Money Deposit, or should any check or other funds paid by Buyer be dishonored, for any reason, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. If Buyer does not then timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Earnest Money Deposit. Seller may also seek any additional remedies allowed for dishonored funds.

- (e) "Closing Date" (See paragraph 8 for details): 8/29/2025

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER IN AN INTEREST-BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.





9. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered, subject to existing leases,  at Closing OR  on \_\_\_\_\_.

10. **PRORATIONS AND PAYMENT OF CLOSING EXPENSES:** Seller shall pay any real estate transfer or excise tax and the cost of deed preparation. Rental income from agricultural tenancies  shall be prorated on a calendar year basis as of the date of Closing  shall not be prorated. In the event that such income is not prorated, then the parties agree that  Seller  Buyer is entitled to any such income for the current year. Any other rental income from the Property, Property taxes for the current year, any deferred ad valorem taxes due as a result of the Closing (except deferred taxes for prior years, which are the Seller's sole responsibility) and Owners' association dues or other like charges shall be prorated on a calendar year basis as of the date of Closing, with Seller responsible for the prorated amounts of any taxes and dues through the date of Closing. Buyer shall be responsible for all other expenses in connection with Buyer's purchase of the Property, including, but not limited to, the expense of any survey ordered by Buyer for the benefit of Buyer, compensation of the Closing Agent, recording fees and preparation fees for any other documents.

11. **SELLER OBLIGATIONS:**

(a) **Affidavit and Indemnification Agreement:** Seller shall furnish at Closing an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Closing and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(b) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(c) **Good Title, Legal Access:** Seller shall execute and deliver a  GENERAL WARRANTY DEED  SPECIAL WARRANTY DEED  NON-WARRANTY (QUITCLAIM) DEED  OTHER (sheriff's deed, tax deed, trustee's deed, executor or administrator's deed, etc.) (describe): \_\_\_\_\_ for the Property in recordable form no later than Closing, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

12. **RISK OF LOSS:** Until Closing, the risk of loss or damage to the Property shall be borne by Seller, reasonable wear and tear excepted. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as of the time of the auction, Buyer may elect to terminate this Contract and the earnest money shall be returned to Buyer.

13. **OTHER PROVISIONS AND DISCLOSURES:**

(a) **North Carolina Residential Property and Owners' Association Disclosure Statement** (*check only one*):

Prior to submitting the high bid for the Property, Buyer received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement.

OR

The transaction is exempt from N.C. Residential Property Disclosure Act because (SEE GUIDELINES): \_\_\_\_\_.

(b) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (*check only one*):

Prior to submitting the high bid for the Property Buyer received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement.

OR

The transaction is exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_.

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 11(c) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

**NOTE:** The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.

(c) **Lead-Based Paint Disclosure** (check if applicable):

The Property is residential and was built prior to 1978. (Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure is attached).

(d) **Addenda** (itemize all addenda and attach hereto):

Seller Financing Addendum (Form 2A5-T)

Short Sale Addendum (Form 2A14-T)

**Buyers Premium Addendum (Form 610)**

**Cooperative Compensation Agreement (Form 220)**

(e) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, or lender true and accurate copies of the following items affecting the Property, including any amendments:

- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(specify name of association): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

(specify name of association): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

(f) **Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. ENTIRE AGREEMENT; NOTICE:** This Contract constitutes the sole and entire agreement of the parties hereto and there are no representations, inducements or other provisions other than those expressed herein. No modification shall be binding unless in writing and signed by all parties hereto.

The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the information section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided in the agent information below or provided by Seller or Buyer. Seller and Buyer agree that the notice information and earnest money acknowledgment below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

15. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** All representations, warranties, covenants and agreements herein made by the parties shall survive the Closing. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Contract.

16. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **APPLICABLE LAW:** This Contract shall be construed under the laws of the State of North Carolina.

18. **ASSIGNMENT:** This Contract may be assigned by Buyer at Buyer's discretion. If assigned, this Contract shall be binding on the assignee and assignee's heirs and successors.

19. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

**20. REMEDIES:**

(a) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may elect to terminate this Contract as a result of such breach, and shall be entitled to the return of all earnest monies, but such return shall not limit any other damages available to Buyer for such breach. This provision shall not limit any other remedies available to Buyer.

(b) **Breach by Buyer:** In the event of breach of this Contract by the Buyer, all earnest monies shall be forfeited to Seller, but such forfeiture shall not limit any other damages available to Seller for such breach. This provision shall not limit any other remedies available to Seller.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2.

**NOTE:** A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This Contract shall become effective on the date that: (1) the last one of Buyer and Seller has signed this offer, and (2) such signing is communicated to the party making the offer ("Effective Date"). Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

**BUYER:**

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Entity Buyer:

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_ (SEAL)

**Roosevelt L. Davis Charitable Remainder Unitrust**

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Entity Seller:

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: \_\_\_\_\_

Escrow Agent: **TBD** \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

**SELLING AGENT INFORMATION:**

Individual Selling Agent: \_\_\_\_\_ Real Estate License #: \_\_\_\_\_  
 Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Firm Name: **United Country Real Estate Blue Ridge Land & Auction/Big6 Properties**  
Acting as  Seller's (sub) Agent  Buyer's Agent  Dual Agent

Firm Mailing Address: \_\_\_\_\_

NCAL Firm License #: \_\_\_\_\_

**LISTING AGENT INFORMATION:**

Individual Listing Agent: **Matt Gallimore/Sharon Roseman** Real Estate License #: **311692**  
 Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: **(540)745-2005** Fax #: **(540)745-4401** Email: **gallimore.matt@gmail.com**

Firm Name: **United Country Real Estate Blue Ride Land & Auction/Big6 Properties**  
Acting as  Seller's (sub) Agent  Dual Agent

**PO Box 234**

Firm Mailing Address: **Floyd, VA 24091**

NCAL Firm License #: **10299**

**BID CALLER INFORMATION:**

Auctioneer (Bid Caller) Name: **Matt Gallimore** NCAL License #: **10250**

**Sharon Roseman/Big6 Properties**  
PO Box 99; 153 NC-16, Taylorsville, NC 28681  
#229274/c31790  
NCAL 10467 NCAF 10471  
828-320-4726  
Sharoncroseman@gmail.com



STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

- 1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b), including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

Table with 3 columns: Buyer Initials, Question, and Yes/No/No Representation checkboxes. Contains 6 rows of disclosure questions regarding mineral and oil/gas rights severance.

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: TBD Johnson Ridge Rd, Elkin, NC 28621

Owner's Name(s): Roosevelt L. Davis Charitable Remainder Unitrust

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Stephen H Nickel Date 05/16/2025

VP, Donor Ministries Samaritan's Purse a NC

Owner Signature: Non-Profit Corporation Date

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: Date

Purchaser Signature: Date

**BUYER'S PREMIUM AGREEMENT  
AUCTION SALES**

THIS AGREEMENT, between United Country Real Estate Blue Ridge Land & Auction/Big6 Properties, Firm, and \_\_\_\_\_, Bidder, entered into this 15th day of July, 2025, pursuant to the laws of the State of North Carolina, is based upon the mutual promises, undertaking and considerations recited herein in connection with the sale by auction of the following property: TBD Johnson Ridge Rd., Elkin, NC 28621 ("Property").

1. Firm is the agent of the Seller of the Property offered for sale by auction, and Broker and Seller have agreed that this sale is to be conducted by including a buyer's premium of 10% upon the final high bid price as determined by the Broker ("Buyer's Premium"). The actual contract sale price shall be the sum of the successful high bid plus the Buyer's Premium.
2. Bidder desires to bid upon said Property.
3. In consideration for the Seller and Firm allowing Bidder to bid at the auction of the Property, Bidder hereby acknowledges and agrees that if Bidder is the successful high bidder for the Property, then Bidder will enter into a purchase and sale contract on the day of sale, under the terms and conditions stated in the auction materials.
4. Bidder acknowledges and agrees that inclusion and/or payment of the Buyer's Premium shall not make Firm the agent of the Bidder and that Firm continues to act as the agent of Seller in the sale of the Property.
5. Bidder acknowledges that information on Lead-Based Paint and/or Lead-Based Paint Hazards, if applicable, a North Carolina Residential Property and Owners' Association Disclosure Statement, if applicable, and a Mineral and Oil and Gas Rights Mandatory Disclosure Statement, if applicable, have been made available by Firm for Bidder's review prior to the start of the auction.

\_\_\_\_\_ (initials) Bidder acknowledges receipt and acceptance of the terms and conditions of the auction to be conducted.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Bidder	Date
Bidder	Date
Entity Bidder:	
(Name of LLC/Corporation/Partnership/Trust/etc.)	
By: _____	Date: _____
Name: _____	Title: _____
<u>United Country Real Estate Blue Ridge Land &amp; Auction/Big6 Properties</u>	
Firm	
By: _____	Date: _____



**VACANT LAND DISCLOSURE STATEMENT**

**Note:** Use this form to fulfill Seller’s required disclosures in the Offer to Purchase and Contract – Vacant Lot/Land Form 12-T.

Property: TBD Johnson Ridge Rd, Elkin, NC 28621  
 Buyer: \_\_\_\_\_  
 Seller: Roosevelt L. Davis Charitable Remainder Unitrust

Buyer understands and agrees that this Disclosure Statement is not a substitute for professional inspections, and that this document does not relieve Buyer of their duty to conduct thorough Due Diligence on the Property. Any representations made by Seller in this Disclosure Statement are true to the best of Seller’s knowledge, and copies of any documents provided by Seller are true copies, to the best of Seller’s knowledge. Buyer is strongly advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

If Seller checks “yes” for any question below, Seller is affirming actual knowledge of either: (1) the existence of documentation or information related to the Property; or (2) a problem, issue, characteristic, or feature existing on or associated with the Property. If Seller checks “no” for any question below, Seller is stating they have no actual knowledge or information related to the question. If Seller checks “NR,” meaning no representation, Seller is choosing not to disclose whether they have knowledge or information related to the question.

**A. Physical Aspects**

Yes	No	NR
-----	----	----

- 1. Non-dwelling structures on the Property .....  Yes  No  NR  
 If yes, please describe: \_\_\_\_\_
- 2. Current or past soil evaluation test (agricultural, septic, or otherwise).....  Yes  No  NR
- 3. Caves, mineshafts, tunnels, fissures or open or abandoned wells .....  Yes  No  NR
- 4. Erosion, sliding, soil settlement/expansion, fill or earth movement .....  Yes  No  NR
- 5. Communication, power, or utility lines.....  Yes  No  NR
- 6. Pipelines (natural gas, petroleum, other).....  Yes  No  NR
- 7. Landfill operations or junk storage .....  Yes  No  NR  
 Previous  Current  Planned  Legal  Illegal
- 8. Drainage, grade issues, flooding, or conditions conducive to flooding .....  Yes  No  NR
- 9. Gravesites, pet cemeteries, or animal burial pits.....  Yes  No  NR
- 10. Rivers, lakes, ponds, creeks, streams, dams, or springs.....  Yes  No  NR
- 11. Well(s).....  Yes  No  NR  
 Potable  Non-potable Water Quality Test?  yes  no  
 depth \_\_\_\_\_; shared (y/n) \_\_\_\_\_; year installed \_\_\_\_\_; gal/min \_\_\_\_\_
- 12. Septic System(s).....  Yes  No  NR  
 If yes: Number of bedrooms on permit(s) \_\_\_\_\_  
 Permit(s) available?  yes  no  NR  
 Lift station(s)/Grinder(s) on Property?  yes  no  NR  
 Septic Onsite?  yes  no  Details: \_\_\_\_\_  
 Tank capacity \_\_\_\_\_  
 Repairs made (describe): \_\_\_\_\_  
 Tank(s) last cleaned: \_\_\_\_\_  
 If no: Permit(s) in process?  yes  no  NR  
 Soil Evaluation Complete?  yes  no  NR  
 Other Septic Details: \_\_\_\_\_



This form approved by:  
 North Carolina Association of REALTORS®, Inc.

**STANDARD FORM 142**  
 Adopted 7/2024  
 © 7/2024

Yes	No	NR
-----	----	----

13. Commercial or industrial noxious fumes, odors, noises, etc. on or near Property.....     
 If yes, please describe: \_\_\_\_\_

**B. Legal/Land Use Aspects**

1. Current or past title insurance policy or title search.....     
 2. Copy of deed(s) for property.....     
 3. Government administered programs or allotments .....     
 4. Rollback or other tax deferral recaptures upon sale.....     
 5. Litigation or estate proceeding affecting ownership or boundaries .....     
 6. Notices from governmental or quasi-governmental authorities related to the property....     
 7. Private use restrictions or conditions, protective covenants, or HOA.....     
 If yes, please describe: \_\_\_\_\_  
 8. Recent work by persons entitled to file lien claims .....     
 If yes, have all such persons been paid in full .....     
 If not paid in full, provide lien agent name and project number: \_\_\_\_\_  
 9. Jurisdictional government land use authority:  
 County: \_\_\_\_\_ City: \_\_\_\_\_  
 10. Current zoning: \_\_\_\_\_  
 11. Fees or leases for use of any system or item on property .....     
 12. Location within a government designated disaster evacuation zone (e.g., hurricane, nuclear facility, hazardous chemical facility, hazardous waste facility).....     
 13. Access (legal and physical) other than by direct frontage on a public road  
 Access via easement.....     
 Access via private road .....     
 If yes, is there a private road maintenance agreement?  yes  no  
 14. Solar panel(s), windmill(s), cell tower(s).....     
 If yes, please describe: \_\_\_\_\_

**C. Survey/Boundary Aspects**

1. Current or past survey/plat or topographic drawing available .....     
 2. Approximate acreage: \_\_\_\_\_  
 3. Wooded Acreage \_\_\_\_\_; Cleared Acreage \_\_\_\_\_  
 4. Encroachments .....     
 5. Public or private use paths or roadways rights of way/easement(s).....     
 Financial or maintenance obligations related to same .....     
 6. Communication, power, or other utility rights of way/easements .....     
 7. Railroad or other transportation rights of way/easements.....     
 8. Conservation easement .....     
 9. Property Setbacks.....     
 If yes, describe: \_\_\_\_\_  
 10. Riparian Buffers (i.e., stream buffers, conservation districts, etc.).....     
 11. Septic Easements and Repair Fields .....     
 12. Any Proposed Easements Affecting Property .....     
 13. Beach Access Easement, Boat Access Easement, Docking Permitted .....     
 If yes, please describe: \_\_\_\_\_

**D. Agricultural, Timber, Mineral Aspects**

Yes	No	NR
-----	----	----

- 1. Agricultural Status (e.g., forestry deferral) .....  Yes  No  NR
- 2. Licenses, leases, allotments, or usage permits (crops, hunting, water, timber, etc.).....  Yes  No  NR  
If yes, describe in detail: \_\_\_\_\_
- 3. Forfeiture, severance, or transfer of rights (mineral, oil, gas, timber, development, etc.)  Yes  No  NR  
If yes, describe in detail: \_\_\_\_\_
- 4. Farming on Property:  owner or  tenant .....  Yes  No  NR
- 5. Presence of vegetative disease or insect infestation.....  Yes  No  NR
- 6. Timber cruises or other timber related reports .....  Yes  No  NR
- 7. Timber harvest within past 25 years .....  Yes  No  NR  
If yes, monitored by Registered Forester? .....  Yes  No  NR  
If replanted, what species: \_\_\_\_\_ .....  Yes  No  NR  
Years planted: \_\_\_\_\_
- 8. Harvest impact (other than timber) .....  Yes  No  NR  
If yes, describe in detail: \_\_\_\_\_

**E. Environmental Aspects**

- 1. Current or past Phase I, Phase II or Phase III Environmental Site Assessment(s).....  Yes  No  NR
- 2. Underground or above ground storage tanks .....  Yes  No  NR  
If yes, describe in detail: \_\_\_\_\_
- 3. Abandoned or junk motor vehicles or equipment of any kind .....  Yes  No  NR
- 4. Past illegal uses of property (e.g., methamphetamine manufacture or use).....  Yes  No  NR
- 5. Federal or State listed or protected species present.....  Yes  No  NR  
If yes, describe plants and/or animals: \_\_\_\_\_
- 6. Government sponsored clean-up of the property .....  Yes  No  NR
- 7. Groundwater, surface water, or well water contamination  Current  Previous .....  Yes  No  NR
- 8. Previous commercial or industrial uses.....  Yes  No  NR
- 9. Wetlands, streams, or other water features .....  Yes  No  NR  
Permits or certifications related to Wetlands .....  Yes  No  NR  
Conservation/stream restoration.....  Yes  No  NR
- 10. Coastal concern (tidal waters, unbuildable land, flood zone, CAMA, Army Corp., etc.)  Yes  No  NR  
If yes, describe in detail: \_\_\_\_\_
- 11. The use or presence on the property, either stored or buried, above or below ground, of:
  - i. Asbestos, Benzene, Methane, Pesticides, Radioactive Material .....  Yes  No  NR  
If yes, describe in detail: \_\_\_\_\_
  - ii. Other fuel/chemical.....  Yes  No  NR
  - iii. Paint  Lead based paint  Other paint/solvents .....  Yes  No  NR
  - iv. Agricultural chemical storage .....  Yes  No  NR

**F. Utilities**

Check all currently available on the Property and indicate the provider.

- Water (describe): \_\_\_\_\_
- Sewer (describe): \_\_\_\_\_
- Gas (describe): \_\_\_\_\_
- Electricity (describe): \_\_\_\_\_
- Cable (describe): \_\_\_\_\_



# Chapter 2

## Zoning Districts and Supplemental Standards

- 2.1 Establishment of Districts
- 2.2 Description of Districts
- 2.3 District Boundaries Shown on Zoning Map
- 2.4 Temporary Uses
- 2.5 Interpretation of Use Matrices
- 2.6 Table of Uses
- 2.7 Supplemental Standards by Use

### ca2.1. ESTABLISHMENT OF DISTRICTS

For the purpose of this Ordinance, the Town of Elkin is divided into thirteen (13) use districts with the designations and purposes listed below:

**Figure 2.1  
Table of Districts**

LDR	Low Density Residential
MDR	Medium Density Residential
HDR	High Density Residential
HDMF	High Density Multi-Family
MA	Medical Arts District
DMX	Downtown Mixed-Use
RF	Riverfront
NB	Neighborhood Business
HB	Highway Business
M-1	Light Manufacturing
M-2	Heavy Manufacturing
MH	Manufactured Home
CD	Conditional District

### 2.2. DESCRIPTION OF DISTRICTS

#### A. LDR, Low-Density Residential

The Low-Density Residential district is established as a district in which the principal use of the land is for single-family residential, two-family dwelling units, and townhomes. It is intended to provide and protect low-density residential areas for those desiring that type of environment. Residential density may not exceed two (2) units per acre unless provided as townhomes meeting the dimensional requirements of Chapter 3, in which case residential density may not exceed four (4) units per acre.

#### B. MDR, Medium Density Residential

The Medium Density Residential district is established where the principal use of land is for single-family residential, townhomes, duplexes, triplexes, and other small-scale multi-family

residential development along with limited home occupations and public and private community uses. The regulations are intended to prohibit any use which, because of its character, would interfere with the residential nature of this district. Residential density may not exceed four (4) units per acre.

### **C. HDR, High-Density Residential**

The High-Density Residential district is established in areas in which the principal use of land may contain single-family residential, two-family dwelling units, townhomes, and low or medium density multi-family residences containing no more than five (5) units per acre. The regulations of this district are intended to provide areas in the community for those persons desiring smaller lot sizes and small to medium scale multi-family structures in comparatively higher-density neighborhoods. The regulations are intended to prohibit any use which, because of its character, would interfere with the residential nature of this district. It is expected that municipal water and sewerage facilities will be available to each lot in such districts.

### **D. HDMF, High-Density Multi-Family**

The High-Density Multi-Family District is established to provide opportunities for higher-density, multi-family living. This district is intended to keep higher-density uses in their own district to maintain some separation between medium and lower-density residential districts. The HDMF District is generally a good buffer between business districts, medium density, and lower density residential districts. Residential density can exceed five (5) units per acre but no more than ten (10) units per acre.

### **E. MA, Medical Arts**

The Medical Arts district is established where hospitals, clinics, professional offices for medical doctors, and other related medical facilities may be mixed to facilitate the interaction between doctor and patient while maintaining a healthy environment for neighboring residential areas. Mixed-use residential development is also appropriate in this district.

### **F. DMX, Downtown Mixed-Use**

The Downtown Mixed-Use district is established to provide for a mixture of commercial, residential, and civic/institutional uses in the Town's downtown and waterfront core. The development emphasizes walkable, pedestrian-scaled, buildings with residential uses primarily being supplied above and/or behind commercial storefronts or offices while preserving the historic character. Two-family dwelling units and/or townhouse uses are permitted up to six (6) units per acre.

### **G. RF, Riverfront**

The Riverfront district is established to promote pedestrian-focused, recreational or arts-related, mixed-uses along the Yadkin River. Regulations of this district are designed to encourage various uses including residential above and/or behind commercial, parkland and civic spaces, and office uses. Two-family dwelling units and/or townhouse uses are permitted up to six (6) units per acre.

## **H. NB, Neighborhood Business**

The Neighborhood Business district is established as a resident-focused trade and commercial service area of the community. Mixed-use development is also appropriate in this district. The regulations are designed to encourage the use of land for community trade and commercial service uses, blending and transitioning the development of these permitted uses with the residential areas they serve.

## **I. HB, Highway Business**

The Highway Business district is established along major thoroughfares and collector streets. It is intended to provide for offices, personal services, and the retailing of durable and convenient goods for the community. As these commercial uses are subject to public view and are important to the economy of the area, the regulations ensure ample parking, controlled traffic movement, and suitable landscaping.

## **J. M-1, Light Manufacturing**

The Light Manufacturing district is established for those areas of the community where the principal use of land is light industrial and warehousing uses. These uses may create some nuisances but will cohesively transition to adjacent residential, commercial, and/or service establishments through buffers and other land use requirements.

## **K. M-2, Heavy Manufacturing District**

The Heavy Manufacturing district is established to provide designated areas for those industrial uses which would otherwise offend the community by excessive noise, odor, smoke, dust, airborne debris, heavy truck traffic, and other objectionable characteristics.

## **L. MH, Manufactured Home District**

The Manufactured Home district is created to accommodate existing manufactured home lots in areas that have been previously developed and to provide appropriate standards for manufactured home parks within the Town's jurisdiction.

## **M. CD, Conditional District**

The Conditional District is intended to allow for uses that cannot be predetermined or controlled by general district standards. Typically, these uses are consistent with the objectives of this Ordinance and the Town of Elkin Comprehensive Town-Wide Master Plan but cannot be developed under a general zoning district. The Conditional District is utilized in such scenarios and employs scrutiny over the proposed development as it relates to Town plans and this Ordinance. More information about the Conditional District may be found in Section 9.8.C.

## 2.3. DISTRICT BOUNDARIES SHOWN ON ZONING MAP

### A. Zoning Map

The boundaries of the districts are shown on the map accompanying this Ordinance and made a part hereof entitled "Official Zoning Map, Elkin, North Carolina". The zoning map and all the notations, references, and amendments thereto, and other information is shown thereon are hereby made a part of this Ordinance the same as if such information set forth on the map were all fully described and set out herein. The zoning map properly attested is posted at the Town Hall in Elkin and is available for inspection by the public.

### B. Due Consideration Given to District Boundaries

In the creation, by this Ordinance, of the respective districts, careful consideration is given to the peculiar suitability of every district for the uses and regulations applied thereto, and the necessary and proper grouping and arrangement of various uses and densities of population in accordance with a well-considered comprehensive plan for the physical development of the community.

## 2.4. TEMPORARY USES

### A. General Standards and Limitations

It is the purpose of this section to provide specific guidelines and standards for special events and temporary structures. A special event or temporary structure allowed in a particular zoning district shall be treated as a use with additional standards and shall comply with all listed requirements for such event or structure as set forth in sections 2.4.B and 2.4.C below. These standards do not regulate events sponsored by the Town of Elkin.

**B. Requirements for Special Event and Temporary Structure Permits**The Planning, Zoning & Subdivision Administrator shall issue a permit only upon finding that the proposed special event and/or temporary structures(s) satisfies the following requirements:

1. The special event and/or temporary structure is permitted under section 2.4.C below.
2. The property contains sufficient space to support the special event and/or temporary structure.
3. Parking is deemed adequate to accommodate the proposed special event and/or temporary structure in addition to required parking for any permanent use or uses also located at the site.
4. The special event and/or temporary structure will not create hazardous vehicular or pedestrian traffic conditions and adequate space is provided for access and maneuvering.

5. Adequate sanitary facilities, utility, drainage, refuse management and similar necessary facilities and services will be available to serve employees, patrons, and/or participants.
6. Security personnel and safety precautions are provided.
7. All permits required by applicable construction codes have been made and occupancy approved by the agency charge with enforcing such regulations.
8. Temporary structures must comply with minimum setback requirements of the zoning districts in which they are located.
9. The temporary structure complies will all other applicable requirements, including applicable setbacks requirements of Chapter 3.
10. The person applying for the permit must obtain written permission of the property owner before applying for the permit. The maximum frequency of the temporary use applies with the permit holder and property address.

**C. Special Events and Temporary Structures Allowed**

The special events and temporary structures may be established in the districts designated in Figure 2.2 in accordance with the requirements in sections 2.2.B and the additional standards included and/or referenced in Figure 2.2 of this ordinance.

**Figure 2.2  
Special Events & Temporary Structures**

<b>Special Event or Temporary Structure</b>	<b>Maximum Duration</b>	<b>Maximum Frequency</b>	<b>Permitted Districts</b>	<b>Permit Required</b>	<b>Additional Standards</b>
Christmas trees, pumpkins, or other seasonal material sales/events	45 consecutive days	2 per calendar year	All nonresidential districts	Yes	Not permitted within public right of way.
Construction Containers	During active zoning permit	During active zoning permit	All districts	No	See note (a).
Outdoor bazaars and retail sales with temporary structures(s)	30 consecutive days	2 per calendar year	All nonresidential districts	Yes	Not permitted within public right of way.

<b>Special Event or Temporary Structure</b>	<b>Maximum Duration</b>	<b>Maximum Frequency</b>	<b>Permitted Districts</b>	<b>Permit Required</b>	<b>Additional Standards</b>
Outdoor sidewalk and retail sales without temporary structures(s)	Unlimited	Unlimited	HB, DMX, and NB	No	Sidewalks must have a minimum 5'-0" travel-way clear of obstructions at all times.  All products and advertising shall be limited to the area directly in front of the sponsoring vendor during business hours.
Temporary Portable Office	1 year	N/A	All districts	Yes	See note (b).
Storage Container, portable on demand (POD)	90 consecutive days	2 per calendar year	All districts	No	See note (a).
Yard Sales (Commercial)	2 consecutive days	5 per calendar year	All nonresidential districts	Yes	See Chapter 7 Sign Regulations.
Yard Sales (Residential)	2 consecutive days	2 per calendar year	All residential districts	Yes	See Chapter 7 Sign Regulations.

**NOTES:**

- a) Construction and storage containers. Construction and storage containers are not intended to be used for long-term on-site storage and any such use in any zoning district is expressly prohibited. Construction containers shall be allowed as a

temporary use while a valid building permit is in effect for the construction project. Storage containers shall be allowed as a temporary use when in compliance with the following standards:

1. Each container shall be in compliance with any applicable sign regulations.
2. In residential districts, portable on-demand (POD) storage units may be located for a period not to exceed ninety (90) consecutive days in duration from the time of delivery to the time of removal, two times per calendar year, provided they are placed in a location where sight visibility is not obstructed. Further, these units shall be in a manner which does not hinder access to the site or to off-street parking spaces.
3. In all non-residential districts, portable on-demand storage units may be located for a period of time not to exceed ninety (90) consecutive days in duration from the time of delivery to the time of removal, up to two times per calendar year, provided they are placed on a paved surface and do not obstruct sight visibility. Further, these units shall be located in a manner which does not hinder access to the site or to off-street parking spaces. Multiple units may be used at one time.

b) Temporary portable office. A temporary portable office may be placed on a property to serve as the following:

1. Temporary offices for construction and security personnel during the construction of a development for which the Town of Elkin has issued either/or a zoning permit and/or approved preliminary plat, and/or a building permit.
2. Disaster relief and/or emergency management related uses including medical facilities. Temporary portable offices for emergency relief and/or management may be approved for a period of up to one year. This period may be extended for additional six-month periods, for good cause shown, upon approval of a written request for such an extension by the Planning, Zoning & Subdivision Administrator.

## 2.5. INTERPRETATION OF USE MATRICES

### A. Permitted Uses

Uses listed as permitted (P) are allowed by right and in the respective zoning district. Permitted uses are subject to all other applicable regulations of this ordinance.

### B. Permitted with Additional Standards

Uses listed as permitted with additional standards (PS) are permitted if the Zoning Administrator determines that the plans for the use, including the supplemental standards for the particular use detailed in Section 2.7, have been met.

### C. Special Uses

Uses listed as Special Uses (SUP) are permitted if reviewed and approved as a special use in accordance with the Special Use review procedures of Section 9.7.C.

**D. Prohibited Uses**

Uses with blank cells are presumed to be prohibited from the applicable zoning district.

**E. Uses Not Listed**

If a particular use is not listed in the Use Matrix, and such use is not listed as a prohibited use and is not otherwise prohibited by law, the Zoning Administrator shall determine whether a materially similar use exists in this chapter. Should the Zoning Administrator determine that a materially similar use does exist, the regulations governing that use shall apply to the particular use not listed and the Zoning Administrator's decision shall be recorded in writing. Should the Zoning Administrator determine that a materially allowable use does not exist, this chapter may be amended to establish a specific listing for the use in question, in accordance with Amendments in Section 9.8.B.

**F. Materially Similar Uses**

1. The Zoning Administrator may determine that a use is materially similar if the use is listed as within the same Structure or Function classification as the use specifically enumerated in the Use Matrix, as determined by the Land-Based Classification Standards (“LBCS”) of the American Planning Association [Reference: <http://www.planning.org/lbcs/index.html>] The use shall be considered materially similar if it falls within the same LBCS classification and meets the requirements of subsection 2 below.
2. The proposed use shall not generate average daily trips exceeding other similar use proposed in the zoning district by more than ten percent (10%), as determined by the Institute of Transportation Engineers, Trip Generation (most recent edition) (the “ITE Manual”), which document is hereby incorporated by this reference. If the trip generation is not listed in the ITE Manual, then the use shall be considered materially similar to the use that most closely approximates the proposed use. The Zoning Administrator may also refer to similar local traffic studies.

**2.6. TABLE OF USES**

**Figure 2.2  
Table of Uses**

Use Types and Zoning Districts	LDR	MDR	HDR	HDMF	MA	DMX	RF	HB	NB	M-1	M-2	MH
<b>A. Residential</b>												
Dwelling, Single-family detached	P	P	P			SUP			P			
Dwelling, Townhome	PS	PS	PS		PS	SUP	SUP		SUP			
Dwelling, Two-family (Duplex)	PS	PS	PS						SUP			

<b>Use Types and Zoning Districts</b>	<b>LDR</b>	<b>MDR</b>	<b>HDR</b>	<b>HDMF</b>	<b>MA</b>	<b>DMX</b>	<b>RF</b>	<b>HB</b>	<b>NB</b>	<b>M-1</b>	<b>M-2</b>	<b>MH</b>
Dwelling, Multi-family		PS	PS	SUP	PS	PS	PS					
Manufactured Home-Single-Family												P
Mixed-use, buildings erected for both dwelling and business purposes.					PS	PS	PS	PS	PS			
Manufactured Home Park												PS
<b>B. Lodging</b>	<b>LDR</b>	<b>MDR</b>	<b>HDR</b>	<b>HDMF</b>	<b>MA</b>	<b>DMX</b>	<b>RF</b>	<b>HB</b>	<b>NB</b>	<b>M-1</b>	<b>M-2</b>	<b>MH</b>
Short term housing		SUP	SUP	SUP	P			SUP	SUP			
Bed and Breakfast	SUP	SUP	SUP	SUP		SUP	SUP		SUP			
Campground/RV Park	SUP						SUP	SUP	SUP	SUP		
Vacation rentals	PS	PS	PS	PS		PS	PS	PS	PS			
Motels and hotels						P	SUP	P	PS			
<b>C. Office &amp; Service Uses</b>	<b>LDR</b>	<b>MDR</b>	<b>HDR</b>	<b>HDMF</b>	<b>MA</b>	<b>DMX</b>	<b>RF</b>	<b>HB</b>	<b>NB</b>	<b>M-1</b>	<b>M-2</b>	<b>MH</b>
Animal Services and Veterinarian Office					PS	PS		PS		PS		
Appliance and Home Furnishings Repair								P	P			
Apothecary, Prescription center, or drug store, with or without fountains					P	PS		P	PS			
Banks, Credit Unions, Financial Services						P		P				
Barber and beauty shops						P	P	P	P			
Bicycle sales and repair						P	P	P	P			
Business and Professional Offices open to the public <u>other than</u> medical, dental, counseling, physical therapy clinics, and offices					P	P		P	P			
Business Support Services					P	P		P	P			
Car wash and auto detail shops						PS		PS	PS			
Contractors Offices (Building, Plumbing, Electric, etc.)								P		P		
Dry Cleaning and Laundry Services Retail					SUP			P				
Electronic Repairs and Service								P				
Funeral Home					PS			PS		PS	PS	

<b>Use Types and Zoning Districts</b>	<b>LDR</b>	<b>MDR</b>	<b>HDR</b>	<b>HDMF</b>	<b>MA</b>	<b>DMX</b>	<b>RF</b>	<b>HB</b>	<b>NB</b>	<b>M-1</b>	<b>M-2</b>	<b>MH</b>
Home and Garden Equipment Repair								P	P	P		
Locksmith and gunsmith						P		P	P			
Kennels	SUP				PS			PS		PS		
Medical and Dental clinics					P			P				
Mixed uses, without residential dwellings						PS		PS	PS			
Motor Vehicle Services								P				
Newspaper offices, engraving, and printing shops incidental to such offices						P		P	P	P		
Radio and Television Broadcast Studios						P	P	P	P			
Rest and Convalescent Homes		SUP	SUP	SUP	P			SUP	SUP			
Tattoo Establishment					PS	PS	PS	PS	PS			
<b>D. Recreational/ Entertainment</b>	<b>LDR</b>	<b>MDR</b>	<b>HDR</b>	<b>HDMF</b>	<b>MA</b>	<b>DMX</b>	<b>RF</b>	<b>HB</b>	<b>NB</b>	<b>M-1</b>	<b>M-2</b>	<b>MH</b>
Adult establishment								SUP		SUP		
Brewery or Distillery						P	P	P		P	P	
Commercial recreation facilities such as bowling alleys, skating rinks, and similar uses	SUP					P	P	P				
Electronic Gaming Operation								SUP		SUP		
Event Centers						P	P	P		SUP		
Gyms and Fitness Centers					P	P	P	P	P			
Indoor Recreation Billiard, Pool Halls, Game rooms, or Amusement Centers.						P	P	P				
Outdoor recreation uses, such as miniature and par-3 golf courses, Go-cart tracks, and riding stables	SUP					P	P	P		P		
Private parks, clubs and lodges, golf courses, swimming pools, fishing lakes, and similar recreational uses.	SUP	SUP	SUP		SUP			SUP		SUP		
Theaters, drive-in								SUP		SUP		
Theaters, indoor						P		P				
Winery	SUP					P	P	P	PS	P		
Wine Tasting Room and Bar	SUP					P	P	P	PS	PS	PS	

<b>Use Types and Zoning Districts</b>	<b>LDR</b>	<b>MDR</b>	<b>HDR</b>	<b>HDMF</b>	<b>MA</b>	<b>DMX</b>	<b>RF</b>	<b>HB</b>	<b>NB</b>	<b>M-1</b>	<b>M-2</b>	<b>MH</b>
<b>E. Retail &amp; Wholesale Uses</b>	<b>LDR</b>	<b>MDR</b>	<b>HDR</b>	<b>HDMF</b>	<b>MA</b>	<b>DMX</b>	<b>RF</b>	<b>HB</b>	<b>NB</b>	<b>M-1</b>	<b>M-2</b>	<b>MH</b>
Alcoholic Beverage Sales Store						P	P	P				
Auction Gallery/ House						P		P	PS			
Automobile, motorcycle, recreational vehicle, and all-terrain vehicles sales, new and used								P		P		
Bakeries, Retail						P	P	P	P			
Big box retailers								PS				
Bus Station						SUP	SUP	SUP				
Electrical supplies and equipment, sales and repairs								P				
Florist, Flower or Gift Shop					P	P	P	P	P			
Heavy Equipment Sales and Rentals								P		PS	PS	
Manufactured home display lots												SUP
Motorcycles, lawnmowers, and power saw sales and service								P		P		
Outdoor Outfitters						P	P	P	PS	P		
Photographic studios						P	P	P	P			
Restaurants					P	P	P	PS	PS	PS		
Drive-Thru restaurants								P				
Retail Goods and Stores						P	P	P	P			
Secondhand stores and swap shops						P	P	P	PS			
Services Goods and Gas Stations								P				
Shopping centers								SUP				
Taxicab stands and limo services						P	P	P				
<b>F. Civic, Government, &amp; Institutional</b>	<b>LDR</b>	<b>MDR</b>	<b>HDR</b>	<b>HDMF</b>	<b>MA</b>	<b>DMX</b>	<b>RF</b>	<b>HB</b>	<b>NB</b>	<b>M-1</b>	<b>M-2</b>	<b>MH</b>
Art Gallery/ Museums			SUP			P	P	P	P	P		
Art Schools, music and dance studios, and similar uses			SUP			P	P	P	PS	SUP		
Auditorium, community center, or similar facility			PS		P	P	PS	P				
Business / Medical colleges, barber and beauty colleges, but					P			P		SUP		

<b>Use Types and Zoning Districts</b>	<b>LDR</b>	<b>MDR</b>	<b>HDR</b>	<b>HDMF</b>	<b>MA</b>	<b>DMX</b>	<b>RF</b>	<b>HB</b>	<b>NB</b>	<b>M-1</b>	<b>M-2</b>	<b>MH</b>
excluding industrial trade schools												
Cemeteries	PS	PS	PS									
Churches	PS	PS	PS			PS		P	PS			
Government Office					P	P	P	P	SUP	P		
Hospitals					P							
Industrial trade schools and research laboratories					SUP					P	P	
Kindergartens and Day Nurseries	PS	PS	PS		PS	PS		P	PS			
Laboratory					P			P		P	P	
Public and private elementary and secondary schools	P	P	P		SUP				P			
Public recreational parks	P	P	P		P	P	P	P	P	P	P	P
Public safety facilities such as fire and police stations and rescue squad headquarters	P	P	P		P	P		P	P	P	P	
Urgent Care Facility					P			P				
<b>G. Industrial/Wholesale/Storage</b>	<b>LDR</b>	<b>MDR</b>	<b>HDR</b>	<b>HDMF</b>	<b>MA</b>	<b>DMX</b>	<b>RF</b>	<b>HB</b>	<b>NB</b>	<b>M-1</b>	<b>M-2</b>	<b>MH</b>
Storage Tanks								PS		PS	PS	
Hazardous materials manufacturing, storage, or distribution (e.g., Acid, petroleum, gas, oil, highly flammable or corrosive materials, oxygen, etc.)											SUP	
Heavy Manufacturing (e.g., Textiles, pharmaceuticals, automobile parts, concrete, cosmetics, electronics, paper, plastics, rubber, glass, etc.)										PS	P	
Food and drink production, processing, wholesale, and distribution						SUP	SUP	PS		P	P	

<b>Use Types and Zoning Districts</b>	<b>LDR</b>	<b>MDR</b>	<b>HDR</b>	<b>HDMF</b>	<b>MA</b>	<b>DMX</b>	<b>RF</b>	<b>HB</b>	<b>NB</b>	<b>M-1</b>	<b>M-2</b>	<b>MH</b>
Outdoor Sales and Storage (Boats, trailers, RV, building supplies, trucks, industrial supplies, equipment, tractors, farm equipment, monuments, outdoor furniture, etc.)								SUP		PS	PS	
Woodworking and Crafts (Woodworking, jewelry, leather, upholstery, cabinetry, welding, pottery, etc.)								PS	PS	P	P	
Flour and feed mills										P	P	
Freezer lockers and ice plants								P		P	P	
Laundry plant										P	P	
Planing and sawmill											P	
Quarrying and mining											SUP	
Railroad and freight classification yards										SUP	SUP	
Recycling collection centers											SUP	
Service and Repair (e.g. Plumbing, heating, roofing, refrigeration, etc. including wholesale and retail)								PS	PS	PS	PS	
Slaughterhouses or stockyards											SUP	
Stone and gravel works										SUP	SUP	
Distribution Facility										PS	PS	
Truck terminals, transfer companies										PS	PS	
Wholesale, warehousing establishments								P		P	P	
<b>H. Agriculture</b>	<b>LDR</b>	<b>MDR</b>	<b>HDR</b>	<b>HDMF</b>	<b>MA</b>	<b>DMX</b>	<b>RF</b>	<b>HB</b>	<b>NB</b>	<b>M-1</b>	<b>M-2</b>	<b>MH</b>
Animal Husbandry Production										SUP	SUP	
Agriculture and Horticulture	PS								PS	PS		
Agriculture Support Services								P		P	P	
Equestrian Housing	SUP									SUP		
Feed Stores, fruit stands, and produce markets	PS					P	P	P	PS			PS
<b>I. Infrastructure</b>	<b>LDR</b>	<b>MDR</b>	<b>HDR</b>	<b>HDMF</b>	<b>MA</b>	<b>DMX</b>	<b>RF</b>	<b>HB</b>	<b>NB</b>	<b>M-1</b>	<b>M-2</b>	<b>MH</b>
Air Strip/Airport/					SUP					SUP	SUP	

<b>Use Types and Zoning Districts</b>	<b>LDR</b>	<b>MDR</b>	<b>HDR</b>	<b>HDMF</b>	<b>MA</b>	<b>DMX</b>	<b>RF</b>	<b>HB</b>	<b>NB</b>	<b>M-1</b>	<b>M-2</b>	<b>MH</b>
Helicopter Pad												
Public works and public utilities including electrical transmission, distribution and substation equipment, pumping stations, water towers, and telephone exchange provided	PS	PS	PS		PS	PS	PS		PS	P	P	
Solar Farm										PS	PS	
Wireless Communications Towers								SUP		SUP	SUP	SUP
<b>J. Accessory Uses &amp; Structures</b>	<b>LDR</b>	<b>MDR</b>	<b>HDR</b>	<b>HDMF</b>	<b>MA</b>	<b>DMX</b>	<b>RF</b>	<b>HB</b>	<b>NB</b>	<b>M-1</b>	<b>M-2</b>	<b>MH</b>
ATM					P	P	P	P	P	P	P	
Backyard Hens / Coops / Beekeeping	PS	PS	PS		PS				PS			
Clothing Drop off Receptacle					PS							
Dwelling, Accessory	P	P	P						SUP			
Home Occupation	PS	PS	PS	PS	PS	PS						PS
Roof-Mounted and Integrated Solar Energy Production	PS	PS	PS	PS	PS	PS		PS		P	P	PS

## 2.7. SUPPLEMENTAL STANDARDS BY USE

### Residential Uses

#### **A. Dwelling, Townhome (LDR, MDR, HDR, MA, DMX, RF, NB)**

1. The minimum lot width for a townhouse development shall be fifty (50) feet.
2. Each individual townhome shall be a minimum of eighteen (18) feet wide.

#### **B. Dwelling, Two-family (duplex) (LDR, MDR, HDR, NB)**

1. No duplex shall have more than a total of four (4) accessory structures, two (2) per unit, which shall be located in the side or rear yard of the unit.
2. When the unit abuts two (2) different streets, the minimum front setback requirement must be applied to each of the two (2) different streets.

#### **C. Dwelling, Multi-family (MDR, HDR, HDMF, MA, DMX, RF)**

1. MDR only: Density shall not exceed (4) units per acre.
2. A minimum of fifteen percent (15%) of the gross acreage shall be reserved as open space. Mutlti-family projects in the DMX district are exempt from this provision.
3. Multi-family projects, where more than 50% of the units contain two (2) or more bedrooms, shall include one (1) playground consisting of a minimum, fifty feet by fifty feet (50' x 50') defined area for pre-school aged children for each fifty (50) units. Mutlti-family projects in the DMX district are exempt from this provision.
4. Automobile parking spaces and drives shall not be located closer than twenty (20) feet to the front or ten (10) feet to the side or rear of any building. Parking in the DMX and RF shall be exempt from this provision.
5. Building walls that have both window and door openings shall be located no closer than fifty (50) feet to another building. Building walls that have only window opening or only door openings shall be located no closer than twenty-five (25) feet to another building.
6. Any group of buildings forming a courtyard shall have at least twenty-five percent (25%) of the perimeter of such a courtyard open for access by emergency vehicles.
7. Adequate landscaping (as determined by the Planning Board) may be included to buffer the development from its neighbors.
8. No building shall be erected, reconstructed, altered, or moved nearer the exterior project property lines twenty-five (25) feet or the applicable district yard requirements, whichever is greater.
9. A plan for solid waste storage collection, disposal, and screening shall be approved by the Zoning Administrator.

**D. Mixed Uses (residential above and/or behind) (MA, DMX, RF, HB, NB)**

1. Street-level frontage shall be commercial, office, and/or retail uses. No residential units shall be located on building frontage.

**E. Manufactured Home Parks (MH)**

1. The lot area for a manufactured home park shall be at least five (5) acres. All areas to be included in a manufactured home park shall be clearly shown on the plans required by Chapter 9.
2. Each manufactured home in a manufactured home park shall occupy a designated space having at least five thousand (5,000) square feet with a width of at least fifty (50) feet, exclusive of the common, interior, private roads.

3. Each manufactured home space shall abut an interior, private road within the park. Said private roadways shall be graded and surfaced with not less than four (4) inches of crushed stone or other suitable material on a well-compacted sub-base to a continuous width of twenty-six (26) feet, exclusive of required parking spaces.
4. Two (2) off-roadway parking spaces with not less than four (4) inches of crushed stone or other suitable material on a well-compacted sub-base shall be provided for each manufactured home space. Required parking spaces may be included with the five thousand (5,000) square feet required for each manufactured home space.
5. At least two hundred (200) square feet of recreation space for each manufactured home space shall be reserved within each manufactured home park as a common recreation space for the residents of the park. Such areas shall, along with private roadways and walkways, be adequately lighted for safety.
6. No manufactured homes or other structures within a manufactured home park shall be closer to each other than twenty (20) feet, except that storage or other auxiliary structures for the exclusive use of the manufactured home may be closer to that manufactured home than twenty (20) feet.
7. No manufactured home shall be located closer than thirty (30) feet to the exterior boundary of the park or abounding street right-of-way. Buildings used for laundry or recreation purposes shall be located no closer than forty (40) feet to the exterior boundary or the right-of-way of an abounding street.
8. Proposed water supply and waste disposal facilities for the manufactured home park shall be approved in writing by the County Health Officer or a representative.
9. Landscaping. The following shall be provided with any new manufactured home park use and any expansion of an existing manufactured home park:
  - a. Internal, private roadways: Internal private roadways shall be provided with canopy or understory trees at a rate of one (1) canopy tree per forty (40) linear feet of roadway or one (1) understory tree per thirty (30) linear feet of roadway and should be spaced as such.
  - b. A minimum, fifteen (15) foot, front yard planting area shall be provided along the right-of-way frontage to provide a buffer from the roadway and adjacent uses. This area shall be provided with one (1) canopy or evergreen tree and three (3) shrubs per forty (40) linear feet of frontage.
10. Perimeter buffers from adjacent uses shall be provided as outlined in Chapter 6.

- 11.** Plans clearly indicating the developer's intention to comply with the provisions of this section shall be approved before any construction activities begin. Such plans must show the area to be used for the proposed manufactured home park; the ownership and use of neighboring properties; all proposed entrances, exits, interior, private roadways, walkways, and off-street parking spaces; the location of manufactured home spaces, recreation areas and service buildings; the location of sanitary conveniences including toilets, laundries, and refuse receptacles; the proposed plan of water supply, sewage disposal, and electric lighting.
- 12.** Any expansion of manufactured home parks in existence on the effective date of this ordinance shall comply with the provisions of this section plus current landscaping requirements.
- 13.** Exterior features of manufactured homes must be maintained in good condition.
- 14.** Community dumpsters, community recycling facilities, and mail services must be provided for the manufactured home park in common areas easily accessible by all lots.
- 15.** Community dumpsters and community recycling bins must be screened from public view with evergreen plant material.

## Lodging Uses

### F. Campground/RV Park (LDR, RF, HB, NB, M-1)

#### 1. Definitions

**CAMPGROUNDS AND RECREATIONAL VEHICLE PARKS.** A contiguous site or tract of land under unified ownership intended and designed to accommodate cabins, tent spaces, recreational vehicles or campers as temporary living quarters for recreational or vacation purposes.

**RECREATIONAL VEHICLE OR CAMPERS.** A vehicle which is built on a single chassis, designed to be either self-propelled or permanently towable, and designed primarily as temporary living quarters for recreational, camping, travel or seasonal use; not for use as a permanent dwelling.

**CABIN.** Enclosed facility meeting the minimum square footage requirement per occupant as established by state building code. A cabin has electrical hookup, plumbing and at least one operational commode attached to an approved septic/sewer system.

#### 2. Site Standards

- a. Every campground shall be located on a tract of land not less than five (5) acres.
- b. **Every campsite shall consist of a minimum width of 20 feet.** Each campsite shall be clearly established on the ground by permanent monuments or markers.
- c. Maximum development density not to exceed forty-five percent (45%) of total gross land area (excluding roads).
- d. No more than one (1) temporary recreational vehicle per lot site. The recreation vehicle park/campground shall not allow for permanent occupancy on the same site by the same occupant for any continuous period of time exceeding thirty (30) days. The sale or storage of recreational vehicles within the park is prohibited.
- e. Permanent sleeping quarters shall be limited within the park. One (1) permanent dwelling may be allowed for the park manager or operator. Cabins are also permitted within the campground and are subject to the following conditions listed below:
  - (1) The total building coverage may not exceed 50% of the permitted site. Building area also subject to water shed provisions and other applicable laws.

- (2)** Construction- cabins construction must be stick built and have a permanent foundation. Cabins must be 100% constructed from natural material such as wood, stone, brick, stucco, or fibrous cement board.
  - (3)** At least twenty (20) feet between cabins.
  - (4)** Outdoor fireplaces, grills or fire pits: allowed but subject to requirements and inspection by the Fire Marshal. Must be at least twelve (12) feet from the cabin.
  - (5)** Other than the permitted cabins, the permanent dwelling for the park manager or operator, and an accessory structure, the property designated under this conditional use may not contain any other structures.
  - (6)** All City and County Ordinances apply, including Noise Ordinance.
  - (7)** Are subject to the current North Carolina Building Code requirements.
  - (8)** State general statute N.C.G.S 42A, Vacation Rental Act, applies.
- f.** Minimum ten percent (10%) total gross land area dedication for recreational uses excluding maximum density development.
  - g.** Property owner may dedicate a minimum of five percent (5%) total gross land area for the use of tent camping, excluding the use of recreational vehicles.
  - h.** No more than two (2) vehicles per site allowed for parking.
  - i.** No site or lot shall have direct access to a public road.
  - j.** Campgrounds shall provide safe and convenient vehicle access from public streets or roads into the campground, or registration area. Minimum interior two-way street widths of twenty (20) and twelve (12) feet in width for one-way streets. Permanent dead-end streets shall have a cul-de-sac constructed 40 feet in diameter. Gravel, with a six (6) inch gravel base, within the park or campground. Roads must remain accessible, passable, maintained, and conform to best practice in terms of erosion control.

- k.** Buildings and sites shall be 25 feet from all property lines and fifty (50) feet from all riparian buffers on river, streams, dry creek beds, gullies, etc.
- l.** Minimum interior side setbacks of twenty (20) feet and rear setbacks, and twenty (20) feet between Camper campsites.
- m.** Minimum thirty (30) feet deeded, platted easement to a state-maintained road.
- n.** All utilities must be provided through underground access, comply with Town and County ordinances, and other applicable regulations. This may include water, sewer, power, phone, cable, natural gas, etc. A public water supply is required along with connection to Yadkin Valley Sewer Authority.
- o.** Adequate lighting shall be provided for all common areas, including the interior lighting of any building open after dusk. Service buildings, entrances, exits should be adequately lit from sundown to sunrise, with low spillage, and casting no direct light on adjacent properties. A trail type of light such as bollards, and lighting on buildings to change to a low-light, i.e. amber light after sundown to avoid light pollution.
- p.** Separate sanitary facilities for both sexes (including showers), as well as drinking water, shall be available.

### **3. Required Plan**

Proposed layout of the campground, including proposed signage, individual sites, cabins, recreation areas, drinking water outlets, sanitary disposal facilities, and other service buildings.

### **4. Operational Requirements**

- a.** No recreational vehicle shall be used as a permanent dwelling within a recreational vehicle park.
- b.** There shall be no removal of wheels or axles from any recreational vehicle so as to keep the residence temporary.
- c.** All porches, decks, and other similar attachments shall not be fabricated or attached permanently.
- d.** There shall be no manufactured homes or mobile homes allowed in any recreational vehicle park or campground.

- e. A fire extinguisher shall be available at each service building and at the office.
- f. Campgrounds and parks shall be maintained free of accumulations of debris, which may contribute to rodent harborage or distinct breeding grounds for flies, mosquitoes, insects, or other pests. The growth of brush, weeds, shrubbery, and grass shall be controlled to prevent harborage of ticks, chiggers, and other noxious insects. Open areas shall be maintained free of heavy undergrowth and maintained to promote a pleasing aesthetic appearance.

**G. Vacation Rentals (LDR, MDR, HDR, HDMF, DMX, HB, NB)**

- 1. Parking must be provided on-site as off-street parking.
- 2. Town of Elkin trash and recycling hours of roll in and roll out must be adhered to by guests. Receptacles shall not be visible from the street frontage when stored.
- 3. Outdoor signage, located near the main entrance door, must be provided with the property manager's name and 24-hour access phone number.
- 4. If more than two (2) formal citations are issued by the police department within one (1) year, the property will be placed on six (6) months probation. After that time, if no additional complaints are placed, the property will be removed from probation. If additional complaints are lodged, the property may no longer be a vacation rental.

**H. Motels and Hotels (NB)**

- 1. Intended to be “boutique” hotels, where buildings are existing and renovated to accommodate small-scale lodging. The facility shall match the architecture, size, and scale of surrounding neighborhood uses.
- 2. Buildings shall be limited to three (3) stories.
- 3. Parking shall be provided to the side or rear of the principal structure. A turn-around or drop-off area may be provided in the front yard.

**Office & Service Uses**

**I. Animal Services and Veterinarian Offices (MA, DMX, HB, M-1)**

- 1. DMX: No outdoor runs for the animals are allowed.
- 2. MA, HB, M-1: Outdoor runs are permitted. Must be landscaped and screened to not be visible from any adjacent roadway.

**J. Apothecary or Drug Store (DMX, NB)**

No permanent outdoor displays, sales, or storage are allowed.

**K. Car Wash and Auto Detail Shops (DMX, HB, NB)**

1. All outside trash containers must have covers. Trash must be emptied on a regular basis.
2. All trash areas must be contained and screened from public view.

**L. Funeral Home (MA, HB, M-1, M-2)**

1. Funeral Homes shall include a buffer along any boundary with another property as described in *Figure 6.2 Determination of Buffer Yards*.
2. Crematories and Mortuaries shall include a Type A Buffer along any boundary with another property as described in *Figure 6.3 Type A Buffer*.
3. Crematoriums must follow State guidelines.
4. No permanent outdoor displays, sales, or storage are allowed.

**L. Kennels (LDR, MA, HB, M-1)**

1. All kennel buildings shall be sufficiently insulated so that no unreasonable noise or odor shall be detected off-premises.
2. Animals shall not be kept or exercised outside between the hours of 11:00 PM and 6:00 AM.
3. Outdoor runs must be landscaped and screened so they are not visible from adjacent roadways.
4. Outdoors runs shall not be located closer than one thousand feet (1,000') to any property within a residential zoning district.
5. Where kennel uses are adjacent to properties in residential zoning districts, a minimum ten-foot (10') landscape buffer shall be provided along the abutting property line.

**M. Mixed Uses (without residential dwellings) (DMX, HB, NB)**

1. At least twenty percent (20%) of the total floor area must be occupied by a different use category than the remainder of the floor area.
2. Street level must have at least sixty percent (60%) of floor area used for restaurants, retail, or commercial uses.

**N. Tattoo Establishment (MA, DMX, RF, HB, NB)**

1. Hours of operation shall be permitted only from 8:00 a.m. until 11:00 p.m.
2. A tattoo shop's exterior customer entrance(s) shall not be situated within one half (0.5) of a mile radius of another tattoo shop's exterior customer entrance(s).

**Recreational/Entertainment Uses**

**O. Adult Establishment (HB, M-1)**

1. Building sizes may not exceed three thousand (3,000) square feet.
2. Adult establishments may not be located within one thousand (1,000) feet of residential zoning districts, churches, or schools.
3. Adult establishments may not be located within a two (2) mile radius of an existing adult establishment.
4. Adult establishments within the M-1 district shall not include electronic gaming, sweepstakes, internet cafes with gaming operations, or similar uses.
5. Adult establishments within the HB shall only include electronic gaming, sweepstakes, internet cafes with gaming operations, or similar uses.

**P. Electronic Gaming Operation (HB, M-1)**

1. Separation from Residential Zoning- Electronic Gaming Operations (whether principal uses, or accessory to another use) shall be located no closer than 500 feet in any direction from any property zoned for residential use.
2. Separation from Certain Uses- No Electronic Gaming Operation shall be located within 1,000 feet in any direction from any other Electronic Gaming Operation, or from any cemetery, Group Living facility, religious institution, public or private child care center or child care facility, public or private school. This required separation shall apply whether the above uses are principal or accessory uses.
3. Measurement – All measurements in this section shall be from the main entrance door of the proposed use to the main entrance door of the above specified use.
4. Hours of Operation, Access and Visibility- No Electronic Gaming Operations shall engage in business prior to 10:00 a.m. or after 12:00 midnight. During hours of operation, electric gaming operations shall be open for direct, unobstructed access by police, fire and emergency response personnel. All entrance doors shall remain unlocked while patrons are on the premises. All Electronic Gaming Operations terminals, computers, and/or gaming stations shall be open and visible from the exterior front of the establishment.

5. Age Restrictions – no person or entity engaged in Electronic Gaming Operations shall allow, permit or condone any person under the age of eighteen (18) to be upon the premises while patrons are allowed to engage in Electronic Gaming Operations.
6. Signage- Signage shall meet all requirements of Chapter 7. Sign Regulations and the following requirements. No signs shall be posted on the windows of the property which are visible from the exterior of the development. No neon or other effects which simulate the appearance of neon, nor any flashing, chasing, undulated, or other variable lighting effects would be visible from the exterior of the establishment. All rules of electronic games shall be displayed prominently within establishment.
7. Parking- Parking shall be provided at the rate of one (1) space per full time employee and one (1) space per gaming terminal and/or electronic gaming machine in the establishment and in accordance with Chapter 3.6 Parking and Loading Requirements.
8. Maximum Number of Terminals- The maximum number of terminals, computers, machines, and/or gaming stations permitted within an Electronic Gaming Operation is twenty (20).
9. Alcoholic beverages may not be sold or consumed in an Electronic Gaming Operation.
10. Compliance with Other Regulations- The Electronic Gaming Operation shall be subject to all other standards of the Town of Elkin and State of North Carolina as applicable.
11. If the State of North Carolina prohibits the operation of Electronic Gaming Machines, the State law prohibition controls over the regulations cited herein. If the State of North Carolina regulates the operation of Electronic Gaming Machines, the provisions herein shall remain in place to the extent not in conflict with State law.

**Q. Theaters, Drive-in (HB, M-1)**

12. Outdoor theaters shall be buffered from adjoining residential uses with a thirty-foot (30') Type "A" buffer as set forth in Chapter 6.
13. Lights shall be shielded and positioned so as not to shine onto adjacent properties.

**R. Winery (LDR, NB)**

- a. Hours of operation shall be permitted only 10:00 a.m. to 11:00 p.m., or as required by the North Carolina Alcoholic Beverages Commission, whichever results in longer available hours of operation.
- b. No outdoor entertainment including but not limited to music, is permitted after 10:00 p.m.

- c. Associated small-scale processing or catering facilities (i.e. cheese making, restaurant) that are incidental to the winery, but may enhance the overall property in relation to tourism, may be permitted on a case-by-case basis.
- d. Outdoor seating areas shall be a minimum of ten (10) feet in distance from the lot line of any residential use or district and contain an opaque vegetative buffer.
- e. Lighting associated with the use shall only be used for outdoor seating areas, shall be directed and/or shielded to prevent glare onto adjacent properties, and shall be turned off after 11:00 p.m.

**S. Wine Tasting Room and Bar (LDR, NB, M-1, M-2)**

- a. Hours of operation shall be permitted only 10:00 a.m. to 11:00 p.m., or as required by the North Carolina Alcoholic Beverages Commission, whichever results in longer available hours of operation. Projects in the M-1 and M-2 districts are exempt from this provision.
- b. No outdoor entertainment including but not limited to music, is permitted after 10:00 p.m. Projects in the M-1 and M-2 districts are exempt from this provision.
- c. Tasting rooms are permitted in the M-1 and M-2 Districts as a component of the production of wine, beer, or other spirits.
- d. Outdoor seating areas shall be a minimum of ten (10) feet in distance from the lot line of any residential use or district and contain an opaque vegetative buffer.
- e. Lighting associated with outdoor seating areas shall be directed and/or shielded to prevent glare onto adjacent properties and shall be turned off after 11:00 p.m.

**Retail & Wholesale Uses**

**T. Auction Gallery/House (NB)**

No permanent outdoor displays, sales, or storage are allowed.

**U. Big Box Retailers (HB)**

- a. Big Box Retailers are permitted in the HB District with an approved exit strategy and ongoing facility upkeep plan incorporated into the approved development plan for use if and/or when tenants vacate.
- b. All stormwater infrastructure shall be maintained in an operable condition for the life of the structure(s), paved parking areas, etc.

**V. Heavy Equipment Sales and Rentals (M-1, M-2)**

- a. Outdoor displays, sales, or storage must be screened from public view with decorative fencing and landscaping.
- b. Lighting associated with outdoor displays, sales, and storage shall be directed and/or shielded to prevent glare onto adjacent properties and shall be dimmed after 11:00 p.m.

**W. Manufactured Home Display Lots (MH)**

- 1. All travel lanes and parking spaces shall be paved or graveled. Display areas for homes may be a natural grass area and shall be regularly maintained.
- 2. The display area shall be set back a minimum of twenty-five (25) feet from the street right-of-way and ten (10) feet from all other property lines and shall be defined on the site plan.
- 3. Storage and repair of damaged homes or vehicles on site are prohibited.
- 4. Signs are prohibited on the homes or vehicles on the site, except for one (1) sign per home or vehicle, not to exceed three (3) square feet in size, stating the price of that home or vehicle.

**X. Outdoor Outfitters (NB)**

- a. Outdoor displays, sales, or storage must be screened from public view with decorative fencing and landscaping.
- b. Permanent outdoor storage shall be provided in the rear lot and screened from public view with decorative fencing.
- c. Opaque screening shall be provided for permanent storage when abutting residential uses or districts.

**Y. Restaurants (HB, NB, M-1)**

- a. In the HB and NB districts, restaurants, including drive-in restaurants, shall be fenced on all sides which abut residential districts. Such fences shall be solid from the ground to a height of six (6) feet. A minimum five (5) foot buffer shall be provided on the exterior of the fence.
- b. In the HB and NB districts, buildings should be oriented to connect with high activity areas, such as restaurant dining areas or major pedestrian areas to create connections and linkages. Sidewalk connections shall be provided in multi-tenant layouts.
- c. Within the M-1 district, the restaurant use must be located within and related to the structure and use in which it is serving.

**Z. Secondhand Stores and Swap Shops (NB)**

- a. No permanent or overnight outdoor displays, sales, or storage are allowed.
- b. No donation or merchandise drop-off receptacles are allowed. Further, no donation drop-offs shall occur outside of business hours.

**Civic, Governmental, & Institutional Uses**

**AA. Art Schools, Music and Dance Studios, and Similar Uses (HDR, NB, M-1)**

- a. Hours of operation may not exceed 7 a.m. to 11 p.m.
- b. Parking must be provided on-site at the rate noted in Chapter .

**BB. Auditorium, Community Center, or Similar Facility (HDR, RF)**

- a. Outdoor events may not extend past 11 p.m. Outdoor lighting shall be turned off after 11:00 p.m.
- b. No permanent outdoor displays, sales, or storage are allowed with exception of elements used in conjunction with events or performances.

**CC. Cemeteries (LDR, MDR, HDR)**

- a. All buildings and graves shall be set back at least twenty (20) feet from any property line.

**DD. Churches (LDR, MDR, HDR, DMX, NB)**

- a. Churches and their customary related buildings including cemeteries shall be set back at least twenty (20) feet from any property line.
- b. A traffic circulation plan must be provided with the development plan package.
- c. No projection of outdoor audio or visual is permitted.

**EE. Kindergartens and Day Nurseries (LDR, MDR, HDR, MA, DMX, NB)**

- a. Parking must be provided on-site at the rate noted in Chapter .
- b. A traffic flow diagram must be included with the approved development plan.
- c. Outdoor play areas must be fenced.

## Industrial/Wholesale/Storage

### **FF. Storage Tanks (HB, M-1, M-2)**

- a. Above-ground storage tanks must be constructed in conformance with National Fire Protection Association Standards.
- b. Storage tanks shall only be used in conjunction with industrial uses.
- c. Storage tanks shall be fully screened by an opaque buffer.

### **GG. Hazardous Materials Manufacturing, Storage, or Distribution (M-2)**

1. All facilities and accessory uses shall be located a minimum of 100 feet from any property used or zoned for residential purposes and any street right-of-way.
2. Type "A" screening shall be provided along any boundary with another property not zoned M-2.
3. Proposed mitigation and hazard management plans shall be provided with the submittal of the preliminary site plan.
4. The applicant shall provide a hazard management plan approved by local emergency service agencies addressing hazards associated with the movement of materials to or finished products from the site. The plan shall provide for public safety and for mitigation of negative impacts that may include but are not limited to noise, odor, dust, chemicals, excessive vibration, and plans for public notifications and evacuations as may be necessary for the surrounding area.

### **HH. Heavy Manufacturing (M-1)**

- a. Outdoor production and storage areas shall be screened from view of adjacent streets, and from all other zoning districts by fencing and a double row of evergreen shrubs or trees planted to form a continuous hedge of at least six (6) feet in height within two (2) years of installation.
- b. The maximum noise level may not exceed 100 d(B)A when adjacent to a residential zoning district or residential use.

### **II. Food and Drink Production, Processing, Wholesale, and Distribution (DMX, RF, HB)**

Outdoor storage areas shall be screened from view of adjacent streets, and from all other zoning districts by fencing and a double row of evergreen shrubs or trees planted to form a continuous hedge of at least six (6) feet in height within two (2) years of installation.

**JJ. Outdoor Sales and Storage (HB)**

1. Outdoor storage areas shall be screened from view of adjacent streets, and from all residentially zoned land by fencing and a double row of evergreen shrubs or trees planted to form a continuous hedge of at least six (6) feet in height within two (2) years of installation.
2. No outdoor storage of dangerous or offensive items, such as uncured hides and explosives, is permitted.

**KK. Woodworking and Crafts (HB, NB)**

- a. No permanent outdoor displays, sales, or storage are allowed.
- b. Noise, dust, and other similar nuisances must be contained within the subject property.
- c. Working hours may be from 6:00 a.m. to 10 p.m.
- d. Construction and/or assembly must be conducted within an interior workshop.

**LL. Quarrying and Mining (M-2)**

1. No accessory or principal structure shall be located within two hundred (200) feet from any adjacent property that is within a residentially zoned district.
2. The following requirements apply to mining uses only:
  - a. The quarry and all its buildings, pits, and processing equipment shall not be located within one hundred (100) feet from any lot line, and three hundred (300) feet from any adjacent lot line that is located in a residentially zoned district.
  - b. A non-climbable fence, at least six (6) feet high, shall be installed around the quarry and all of its operations as a safety device. These fences must be constructed of wire mesh with openings not to exceed two (2) inches by four inches or equivalent and must be placed on the interior side of screening and/or buffering devices.
  - c. Access to the quarry shall not make use of any non-arterial road as depicted on the most currently adopted version of the local thoroughfare plan or comprehensive transportation plan.
  - d. Any crushing of rock or processing of material shall be done in such a way as to minimize the amount of airborne dust created.
  - e. All unpaved storage areas shall be maintained in a manner so as to limit dust from leaving the storage area.

- f. A truck route plan shall be submitted showing routes to the site from all four-lane highways. Such routes shall be designed to minimize impacts on residential areas, schools, or other uses that may be negatively affected by truck traffic.
- g. One copy of a completed mining application form and an approved mining permit from the State Department of Environment, Health and Natural Resources, Land Quality section, shall be required prior to issuance of a zoning permit by the Zoning Administrator.
- h. An operation plan shall be submitted to the Zoning Administrator before the issuance of a zoning permit. Such plan shall include the following:
  - (1) The date proposed to commence operations and their expected duration.
  - (2) Proposed hours and days of operations.
  - (3) Estimated type and volume of extraction.
  - (4) Description of method of operation, including the disposition of topsoil, overburden, and byproducts.
  - (5) Description of equipment to be used in the extraction process.
  - (6) Any phasing of the operation and the relationship among the various phases.
  - (7) Operating practices to comply with the performance standards applicable to the operation.
- i. Rehabilitation:
  - (1) Within one (1) year after the cessation of production, all equipment and stockpiles that are incidental to such operation shall be dismantled and removed by and at the expense of the owner.
  - (2) The site shall be drained to prevent the accumulation of standing water, and channelization of the drainage shall be designed and controlled so as not to cause erosion or silting of neighboring properties or public drainage ways, nor to appreciably increase the turbidity of any natural watercourse, or to occlude any existing drainage course.

**MM. Recycling Collection Centers (M-2)**

- 1. No storage areas shall be visible from rights-of-way, residential uses, or residential districts. All collection areas shall be set back a minimum of two hundred (200) feet from the right-of-way.

2. Recyclable materials shall be contained within a leak-proof bin or trailer. There shall be no storage of materials on the ground.
3. Only limited sorting, separation, or other processing of deposited materials shall be allowed on the site.
4. There shall be no collection or storage of hazardous or biodegradable wastes on the site. There shall be no chipping, mulching, or receiving of construction debris.

**NN. Service and Repair (HB, NB, M-1, M-2)**

- a. Noise levels shall not be permitted to exceed 60 dB after 10 PM.
- b. No permanent outdoor displays, sales, or storage are allowed.
- c. All items, upon completion of service, must be stored overnight in an enclosed workshop.
- d. Temporary storage shall be in the rear yard of an enclosed workshop within a fenced area.

**OO. Slaughterhouses or Stockyards (M-2)**

1. No portion of the operation activities shall be located closer than one hundred (100) feet from any exterior lot line, and one hundred and fifty (150) feet to any residential structure (not located on the subject parcel). Totally enclosed indoor facilities shall adhere to the underlying zoning district setback requirements.
2. The use shall not be permitted to locate adjacent or contiguous to any existing place of worship, daycare, or school.

**PP. Stone and Gravel Works (M-1, M-2)**

1. Any crushing of rock or processing of material shall be done in such a way as to minimize the amount of airborne dust created.
2. All unpaved storage areas shall be maintained in a manner so as to limit dust from leaving the storage area.
3. A truck route plan shall be submitted showing routes to the site from all four-lane highways. Such routes shall be designed to minimize impacts on residential areas, schools, or other uses that may be negatively affected by truck traffic.

**QQ. Distribution Facility (M-1, M-2)**

- a. Permanent outdoor storage must be screened from public view with fencing and landscaping.
- b. No idling trucks are permitted. Should compressors on trucks be required, they shall be within a parking or storage area surrounded by buildings.
- c. Lighting shall be dimmed when the facility is not in operation.
- d. Staged or empty tractor-trailers shall not be stored in the front yard. All parking and storage shall be behind the building line of the primary structure, in the side or rear yards.

**RR. Truck Terminals and Transfer Companies (M-1, M-2)**

- a. The perimeter of such facilities shall be enclosed in security fencing. Landscaping, berms, and other screening methods shall be used on the exterior side of the security to obscure the view and reduce the nuisance to adjacent properties.
- b. No idling trucks are permitted.
- c. Such facilities must be at least one thousand (1,000) feet away from a residential zoning district.
- d. Lighting shall be dimmed when the facility is not in operation.

**Agricultural Uses**

**SS. Agriculture and Horticulture (LDR, NB, M-1)**

- a. Permanent outdoor displays or storage must be screened from public view with fencing and landscaping.
- b. Temporary signage and sales of seasonally produced products shall be permitted for a period of not more than one (1) month. Temporary signs shall be registered in accordance with Chapter 7.

**TT. Feed Stores, Fruit Stands, and Produce Markets (LDR, NB)**

- a. Permanent outdoor displays or storage must be screened from public view with fencing and landscaping.
- b. Within the LDR, MDR, and HDR districts, a minimum ten (10) foot landscape buffer or an opaque fence shall be provided on the side yard.

## Infrastructure

### **UU. AirStrip/Airport/Helicopter Pad (MA, M-1, M-2)**

1. Heliports shall have a setback of a minimum of 100 feet from the property line and/or buildings.
2. No outdoor public address system shall be permitted which can be heard beyond the boundaries of the property.
3. Hours of operation shall be determined based on discussions with potential airport operators.
4. Hangers or open storage shall be screened with a Type "A" buffer from all property lines, except those properties with M-1 or M-2 zoning.

### **VV. Public Works and Public Utilities (LDR, MDR, HDR, MA, DMX, RF, NB)**

- a. Public works and public utility facilities must be essential to service of the immediate area and no vehicles or materials shall be stored on the premises.
- b. All buildings and apparatus (except utility lines) shall be set back at least twenty (20) feet from any property lines and shall be designed and landscaped in such a way as to blend in with the surrounding area.
- c. Facilities such as water towers, pumping stations, etc., shall be surrounded by a chain-link fence six (6) feet in height.

### **WW. Solar Farm (M-1, M-2)**

- a. Facilities shall be subject to the following development standards:
  - i. The minimum lot size of the host parcel or parcels shall be twelve (12) acres at the time of application and the maximum lot usage shall be seventy-five percent (75%) of the total acreage of the proposed site.
  - ii. The minimum size of the Solar Energy System facility, as measured by the acreage within the boundary fence, shall be eight (8) acres.
  - iii. All solar energy systems shall have a boundary fence that is no less than six (6) feet in height, encloses the solar arrays and inverters, and is set back fifty (50) feet from abutting property lines and public rights-of-way. If the facility sits on more than one side of adjoining parcels, then setbacks shall not be required within the facility but measured only from the perimeter boundary fence.
  - iv. Solar arrays shall not exceed eighteen (18) feet in height.
  - v. All electric components must have a UL listing.

- vi. All solar collection systems shall meet N.C. State Building Code and National Electric Code requirements and shall be inspected by a county.
  - vii. If the proposed solar energy system is to be located within five (5) miles of an existing public airport, the FAA shall be properly notified at the time of permit application using FAA Form 7460-1.
- b. All facilities shall be screened by a solid row of evergreen shrubs no less than 6 feet in height at the time of planting to shield solar arrays from adjoining properties and public rights-of-way. Evergreens shall be selected from the planting list in Appendix B. Planted vegetative screening shall be required only if there is not sufficient natural vegetation to provide a reasonable buffer between the Solar Energy System and adjoining uses.
  - c. Night-time security lights or another mounted lighting shall be prohibited.

**XX. Wireless Communications Towers (HB, M-1, M-2, MH)**

- 1. Wireless Communications Towers must comply with the regulations and requirements of Appendix C Wireless Communications Towers Ordinance.
- 2. Towers shall be setback two and a half (2.5) times the height of the tower from any residential or non-residential structure on the same parcel or on parcels in the vicinity of the tower site.
- 3. Towers shall be setback the height of the tower from all property lines.
- 4. Towers may be constructed to a height of 199 feet. If the Board of Adjustment grants a variance, it shall not permit a tower to exceed a height of 300 feet.
- 5. To prevent a clear view of the base of the tower, the setback area shall contain an established-forested area with a depth of at least one hundred feet (100’).

**Accessory Uses & Structures**

**YY. Backyard Hens, Coops, and Beekeeping (LDR, MDR, HDR, MA, NB)**

- a. Where the minimum lot size meets or exceeds eight thousand (8,000) square feet, up to five (5) hens are allowed with an approved Accessory Use Permit, subject to meeting certain standards. Roosters are not permitted.
  - i. Chickens are permitted on lots with single-family detached dwelling units only.
  - ii. Chickens must be kept in a coop and pen, or portable chicken tractors, and such coops and enclosures may not include residential structures or garages. All chickens must be secured in the chicken coop during non-daylight hours.

- iii. Chicken coops, pens, and tractors (whether stationary or moveable) must be located in rear yards (behind the line formed by the back wall of the residence.)
  - iv. A minimum setback of fifteen (15) feet is required from the side and rear property lines.
  - v. The coop and pen must be closer to the chicken owner’s primary living structure than neighboring living structures.
  - vi. In the event that a nuisance is not abated in accordance with Chapter 10 and no final appeal is made, then the Planning Director may revoke the owner's Accessory Use Permit, and the owner shall be unable to reapply for another Accessory Use Permit for backyard hens for a period of twelve (12) months. The owner may appeal the revocation of the Accessory Use Permit to the Zoning Board of Adjustment pursuant to Chapter 9.
- b. The Town encourages domestic beekeeping as a hobby, but beekeeping at a scale that is indicative of a production process should be operated as an agriculture operation and located on suitable lands outside of Town limits. Domestic beekeeping shall be permitted as an accessory use and shall only occur in accordance with the following requirements:
- i. The minimum lot area required for beekeeping shall be ten thousand (10,000) square feet.
  - ii. The maximum number of hives allowed within the Town’s municipal limits shall be determined based on lot size as follows:

**Figure 2.3  
Maximum Hives Allowed in Town**

<b>Lot Area (square feet)</b>	<b>Maximum Number of Hives Allowed</b>
10,000 or Greater	5
20,000 or Greater	6
30,000 or Greater	7
40,000 or Greater	8

- c. The maximum number of hives allowed within the ETJ shall be five (5) hives, plus one (1) hive per ten thousand (10,000) square feet of lot area. There shall be no maximum number of hives allowed within the ETJ provided all other requirements are met.
- d. Regardless of tract size, where all hives are situated at least one hundred (100) feet in any direction from the primary structure of the tract on which the hives are situated, there shall be no limit to the number of hives allowed.

- e. No hive shall be established or kept within fifteen (15) feet of a property line.
- f. A constant and adequate on-site source of freshwater shall be provided and shall be located closer to the hive than any water source on adjacent property.
- g. The hives shall be placed at ground level or otherwise securely attached to an anchor or stand.
- h. An accessory use permit must be secured in accordance with Section 9.6.B.2. The permit application must include a plot plan that indicates the number of beehives, shows the location of each beehive and water source(s), and their respective distances from property lines.
- i. In the event that a nuisance is not abated in accordance with Chapter 10 and no final appeal is made, then the Planning Director may revoke the owner's Accessory Use Permit, and the owner shall be unable to reapply for another Accessory Use Permit for Domestic Beekeeping for a period of twelve (12) months. The owner may appeal the revocation of the Accessory Use Permit to the Zoning Board of Adjustment pursuant to Chapter 9.

**ZZ. Clothing Drop Off Receptacle (MA)**

- a. The location of the receptacle shall be approved in writing by the Zoning Administrator and property owner.
- b. Unattended donation boxes shall be maintained in good condition and appearance with no structural damage, holes, or visible rust, and shall be free of graffiti.
- c. Unattended donation boxes shall be locked or otherwise secured.
- d. Unattended donation boxes shall contain the following contact information in two-inch type visible from the front of each unattended donation box: the name, address, email, and phone number of both the permittee and operator.
- e. Unattended donation boxes shall be serviced and emptied as needed, but at least once per month, or within five (5) business days of a request by the Zoning Administrator.
- f. Unattended donation boxes must be screened on at least two sides with evergreen landscaping.

**AAA. Home Occupation (LDR, MDR, HDR, HDMF, MA, DMX, MH)**

- a. No mechanical equipment shall be installed or used except such as is normally used for domestic or professional purposes.

- b. No more than twenty-five percent (25%) of the total floor space of any structure shall be used for home occupations.
- c. No more than one (1) employee on-site is allowed.
- d. Employee parking must be provided on-site.
- e. Workshops, or similar, must be enclosed.

**BBB. Roof-Mounted and Integrated Solar Energy Production (LDR, MDR, HDR, HDMF, MA, DMX, HB, MH)**

Roof-mounted solar energy systems may exceed the height limits applicable to each district by five (5) feet.