



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 – Allen D. Stone, Tatiana S. Stone, & Garrett B. Hasken

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Friday, November 8th, 2024 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 Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

Offering 1: Consisting of +/- 70.82 AC

- 1) Tax Map #1396-73-0940; +/- 37.67 AC; Instrument #LR22/01413; DB 614/410; Map MB43/150K; Tract 7; Pittsylvania County
- 2) Tax Map #1396-63-8883; +/- 2.43 AC; Instrument #LR22/01413; DB 614/410; Map MB2-6 Lot 7; Pittsylvania County
- 3) Tax Map #1396-75-6214; +/- 0.19 AC; Instrument #LR22/01413; DB 614/410; Ferry Road PT Lot 4A-X; Pittsylvania County
- 4) Tax Map #1396-75-5351; +/- 0.06 AC; Instrument #LR22/01413; DB 614/410; Ferry Road PT Lot 4A; Pittsylvania County
- 5) Tax Map #96160020000030000; Parcel # 50040; +/- 30.47 AC; DB 22/1178; Danville

Address: TBD Martin Rd., Danville, VA 24540

Offering 2: Consisting of +/- 41.99 AC

- 1) Tax Map #1396-62-2583; +/- 41.99 AC; LR 22/00201; MB43/392-1
- Address: TBD Leslie Ln. & Chester Dr., Danville, VA 24540**

- **Online Bidding Open NOW**
- **Online Bidding Closes on Friday, November 8th, 2024 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**. 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 Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 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 and Auction** 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 PER OFFERING** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction 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 **Monday, December 23rd, 2024**. 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 VA 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. 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 VA 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

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

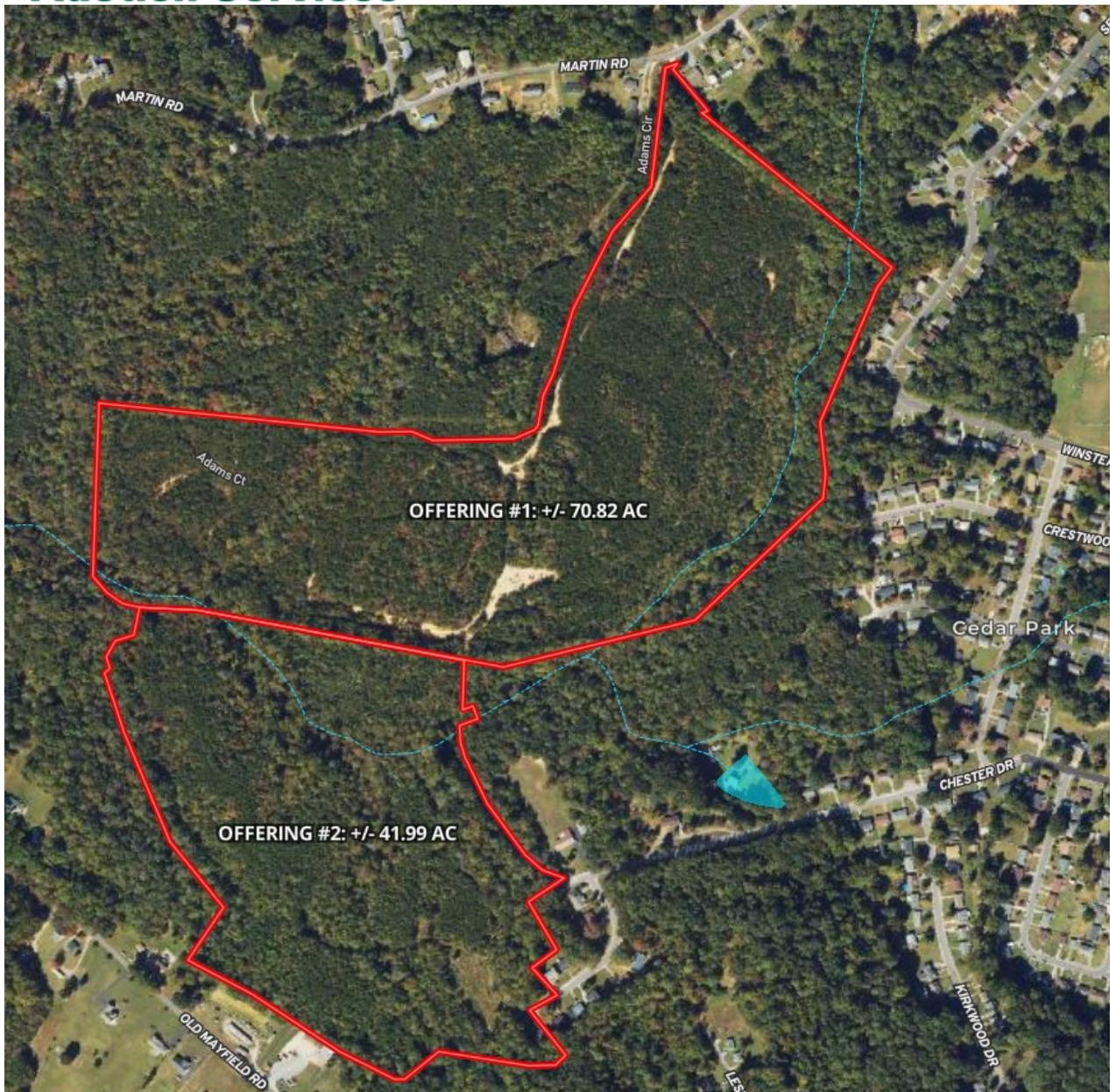
Firm State License #'s

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



Aerial

Auction Services



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

Aerial

Offering #1



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

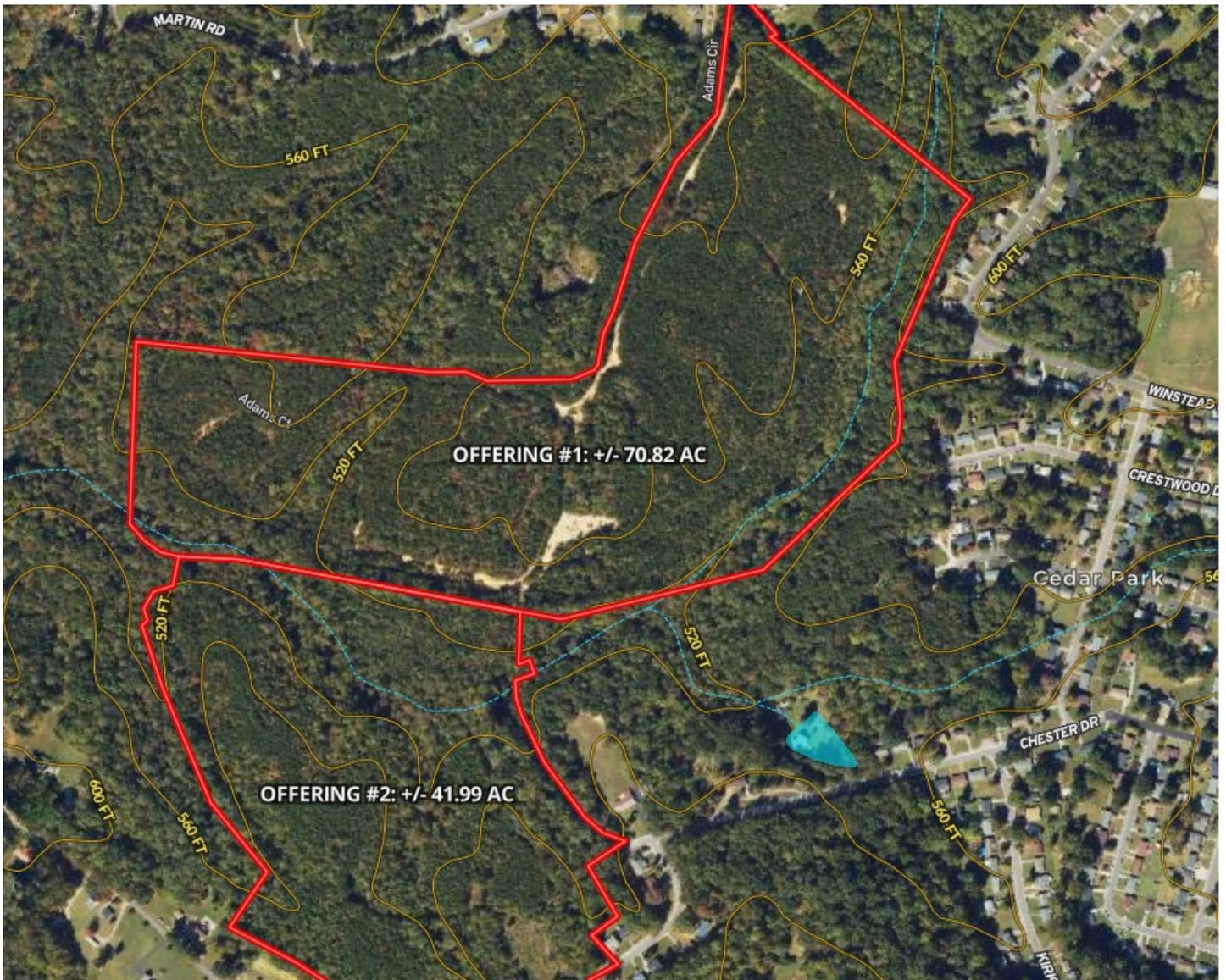
Aerial

Offering #2



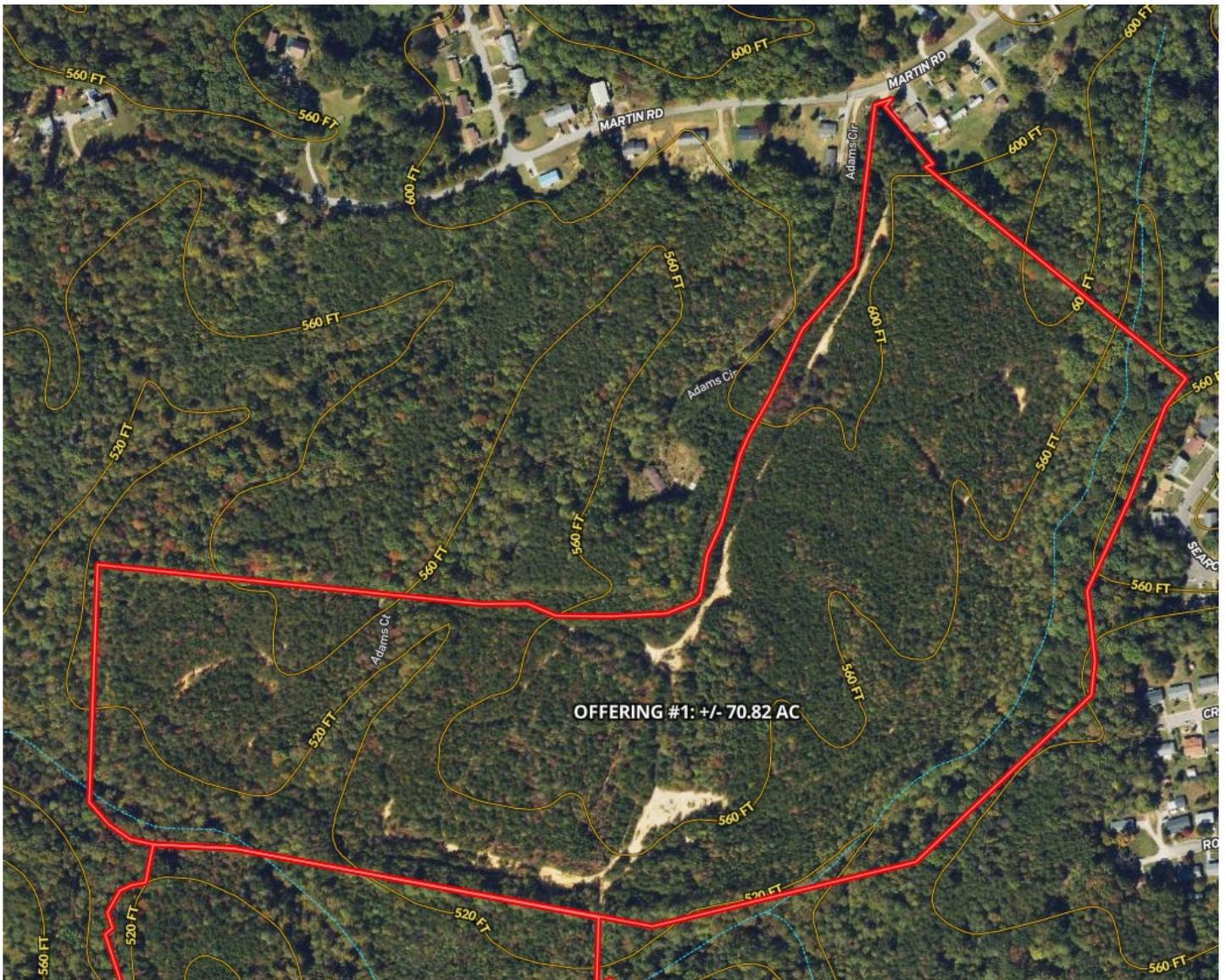
**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Contour



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

Contour Offering #1



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

Contour

Offering #2



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



Neighborhood

TBD Martin Rd & TBD Leslie Ln.,
Danville, VA 24540

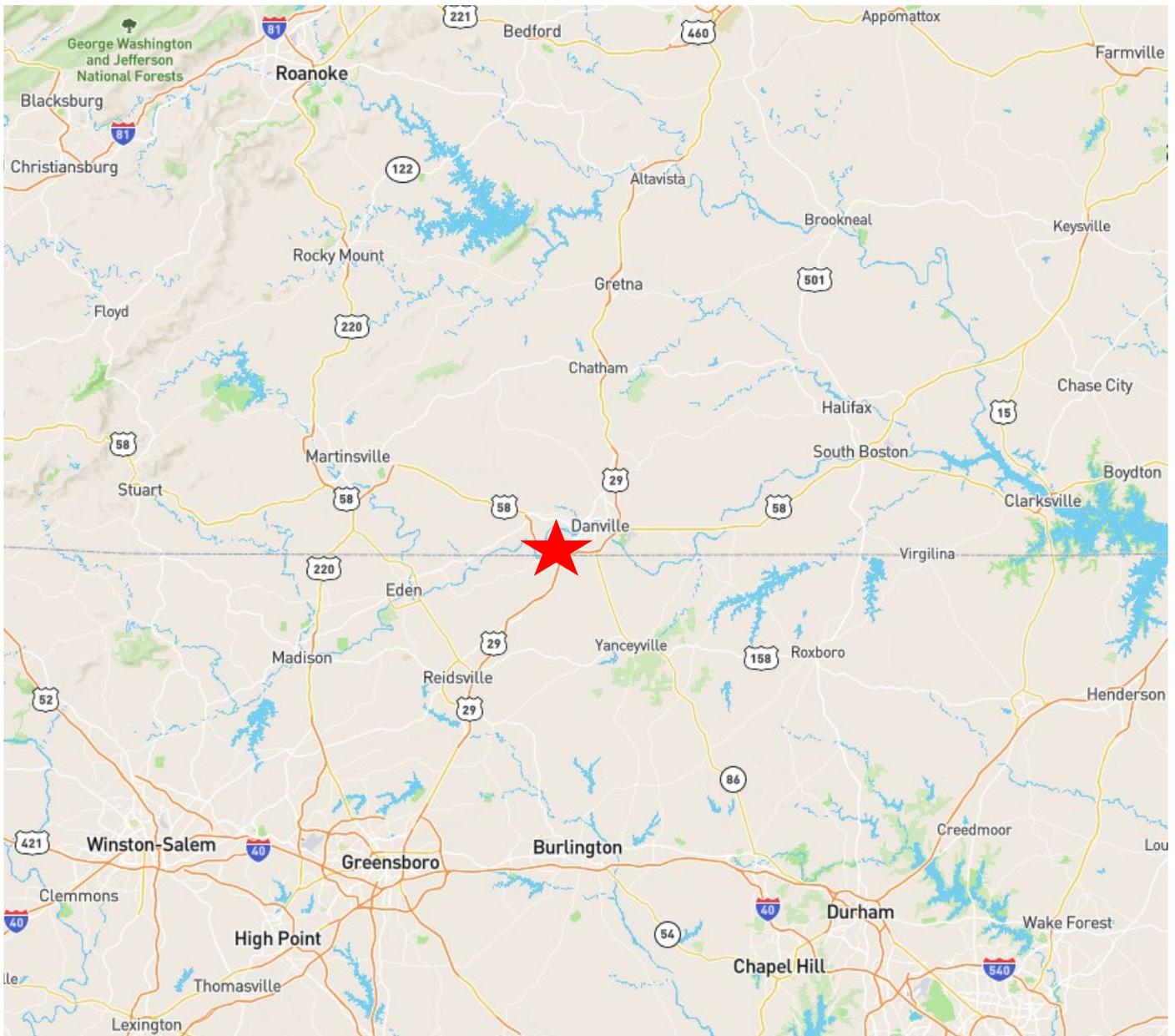




Location

TBD Martin Rd & TBD Leslie Ln.,
Danville, VA 24540

Auction Services



Assessed Tax Parcel

1396-73-0940

Account Number	257971
Acreage	37.67
Appraised Building Value	0
Appraised Land Value	0
Appraised Total Tax Value	0
Assessed GPIN	1396-73-0940
Building Value	0
Current Owner	HASKEN GARRETT BENJAMIN MANZANO
Current Owner	
Current Owner Address	2000 CONNECTICUT AVE NW #818 WASHINGTON DC 20008
Date Recorded	3/15/2022
Deferred Amount	0
Land Value	0
Map Sheet	MB43/150K
Parcel Class Code	5
Property Address	
Property Description	OFF MARTIN RD TRACT 7 37.67 AC
Sale Price	75,000
Subdivision Codes	
Tax Codes	REAL ESTATE (G01)
Total Tax Value	0
Township Codes	WESTOVER (02)
Zoning Code	R-1
Property Record	View

Assessed Tax Parcel

1396-75-5351

Account Number	257971
Acreage	0.06
Appraised Building Value	0
Appraised Land Value	100
Appraised Total Tax Value	100
Assessed GPIN	1396-75-5351
Building Value	0
Current Owner	HASKEN GARRETT BENJAMIN MANZANO
Current Owner	
Current Owner Address	2000 CONNECTICUT AVE NW #818 WASHINGTON DC 20008
Date Recorded	3/15/2022
Deferred Amount	0
Land Value	100
Map Sheet	
Parcel Class Code	1
Property Address	
Property Description	FERRY RD PT LOT 4-A .06 AC DB614/410 MAP434/45
Sale Price	75,000
Subdivision Codes	
Tax Codes	REAL ESTATE (G01)
Total Tax Value	100
Township Codes	WESTOVER (02)
Zoning Code	RC-1
Property Record	View

Assessed Tax Parcel

1396-75-6214

Account Number	257971
Acreage	0.19
Appraised Building Value	0
Appraised Land Value	600
Appraised Total Tax Value	600
Assessed GPIN	1396-75-6214
Building Value	0
Current Owner	HASKEN GARRETT BENJAMIN MANZANO
Current Owner	
Current Owner Address	2000 CONNECTICUT AVE NW #818 WASHINGTON DC 20008
Date Recorded	3/15/2022
Deferred Amount	0
Land Value	600
Map Sheet	
Parcel Class Code	1
Property Address	
Property Description	FERRY RD LOT 4-AX .19 AC DB614/410 MAP434/45
Sale Price	75,000
Subdivision Codes	
Tax Codes	REAL ESTATE (G01)
Total Tax Value	600
Township Codes	WESTOVER (02)
Zoning Code	RC-1
Property Record	View

Assessed Tax Parcel

1396-63-8883

Account Number	257971
Acreage	2.43
Appraised Building Value	0
Appraised Land Value	4,900
Appraised Total Tax Value	4,900
Assessed GPIN	1396-63-8883
Building Value	0
Current Owner	HASKEN GARRETT BENJAMIN MANZANO
Current Owner	
Current Owner Address	2000 CONNECTICUT AVE NW #818 WASHINGTON DC 20008
Date Recorded	3/15/2022
Deferred Amount	0
Land Value	4,900
Map Sheet	
Parcel Class Code	1
Property Address	
Property Description	FERRY RD PT LOT 7 2.43 AC DB614-410 MAP MB2-6 (CITY)
Sale Price	75,000
Subdivision Codes	
Tax Codes	REAL ESTATE (G01)
Total Tax Value	4,900
Township Codes	WESTOVER (02)
Zoning Code	R-1
Property Record	View



Offering #1 Tax Card

MARTIN RD

Summary

Parcel ID: 50040
Address: MARTIN RD

Owner Information
Owner Name: HASKEN GARRETT BENJAMIN MANZANO
Owner Address: 2000 CONNECTICUT AVE NW #818
Mail-To: HASKEN GARRETT BENJAMIN MANZANO
Mailing Address: 2000 CONNECTICUT AVE NW #818,
WASHINGTON, DC 20008

Land Information
Flood Zones: N/A
Enterprise Zones: N/A
Historic Districts: N/A

Elementary School District: N/A

Middle School District: Westwood

Value Information
Land Value: \$21,500
Land Use Value: N/A
Improvement: N/A
Total: \$21,500

Additional Information
State Code: 1091 Vac Res Lot Buildable - 1
Land Use: Residential
Tax Map: 9616002000003000
Approx. Acres: 30.47
Legal Description: 21.5 AC REAR MARTIN RD
Zone: TR Threshold Residential
Notes: DB 22-1178: Includes this parcel in Danville & 4 in Pittsylvania County. DB 18-3319: Includes this parcel in Danville & 3 in Pittsylvania County.



Land

**Land area is based on information available, therefore acreage and/or square footage may be approximated.*

Land Code: 1000 Per Acre	Rate: \$1,000
Acres/Units: 21.5	Adj. Rate: \$1,000
Sq. Ft.: 936540	Base Value: \$21,500
Front: N/A	Adj. Amount: N/A
Effective Front: N/A	Value: \$21,500
Depth: N/A	



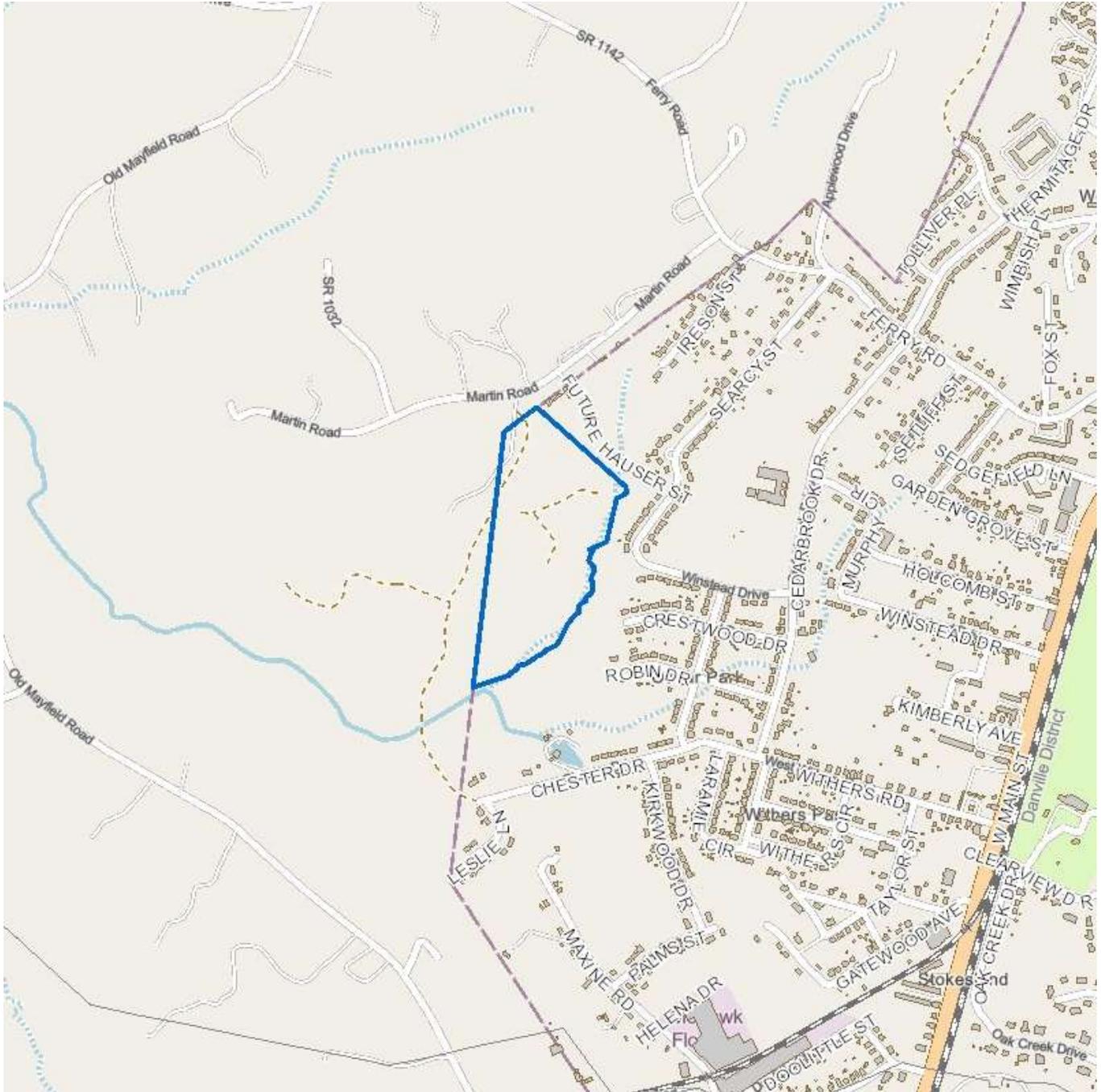
Transfers

Deed:	Page:	Sale Date:	Sale Price:	Previous Owner:	Owner:
D 22	1178	03/15/2022	\$75,000	COOK TONY RAY	HASKEN GARRETT BENJAMIN MANZANO
D 18	3319	09/10/2018	\$20,000	MOWBRAY BARBARA C (NOW MRS BROWN)	COOK TONY RAY
W 43	300	12/20/1978	N/A	N/A	N/A
D 557	114	02/10/1976	N/A	N/A	N/A



Assessments

Year:	Land:	Use:	Improvements:	Total:
2024	\$21,500	N/A	N/A	\$21,500
2023	\$21,500	N/A	N/A	\$21,500
2022	\$21,500	N/A	N/A	\$21,500
2021	\$21,500	N/A	N/A	\$21,500
2020	\$21,500	N/A	N/A	\$21,500
2019	\$21,500	N/A	N/A	\$21,500
2018	\$21,500	N/A	N/A	\$21,500
2017	\$21,500	N/A	N/A	\$21,500
2016	\$21,500	N/A	N/A	\$21,500
2015	\$21,500	N/A	N/A	\$21,500
2014	\$21,500	N/A	N/A	\$21,500
2013	\$21,500	N/A	N/A	\$21,500
2012	\$21,500	N/A	N/A	\$21,500
2011	\$21,500	N/A	N/A	\$21,500
2010	\$21,500	N/A	N/A	\$21,500
2009	\$21,500	N/A	N/A	\$21,500
2008	\$21,500	N/A	N/A	\$21,500
2007	\$21,500	N/A	N/A	\$21,500
2006	\$21,500	N/A	N/A	\$21,500
2005	\$21,500	N/A	N/A	\$21,500
2004	\$21,500	N/A	N/A	\$21,500
2003	\$21,500	N/A	N/A	\$21,500
2002	\$21,500	N/A	N/A	\$21,500
2001	\$21,500	N/A	N/A	\$21,500
2000	\$21,500	N/A	N/A	\$21,500



Assessed Tax Parcel

1396-62-2583

Account Number	257451
Acreage	41.99
Appraised Building Value	0
Appraised Land Value	84,000
Appraised Total Tax Value	84,000
Assessed GPIN	1396-62-2583
Building Value	0
Current Owner	STONE ALLEN D STONE TATIANA S
Current Owner	
Current Owner Address	44005 PANDORA CT ASHBURN VA 20147
Date Recorded	1/12/2022
Deferred Amount	0
Land Value	84,000
Map Sheet	MB43/392-I
Parcel Class Code	5
Property Address	
Property Description	NR STOKESLAND
Sale Price	0
Subdivision Codes	
Tax Codes	REAL ESTATE (G01)
Total Tax Value	84,000
Township Codes	WESTOVER (02)
Zoning Code	R-1
Property Record	View

Acreage Disclaimer for Offering #1

Offering #1 is in 5 tax parcels. According to the deed Parcel #1 (Tax Map #1396-73-0940 AND #9616002000003000) total up to be 59.17 acres. Parcel #2 (Tax Map #1396-75-3551) is 0.06 acres. Parcel #3 (Tax Map #1396-75-6214) is 0.19 acres. Parcel #4 (Tax Map #1396-63-8883) is 2.43 acres. According to deed and plat recorded in courthouse the total acreage is 61.85 acres; however, according to Pittsylvania and City of Danville GIS it is more closely measured out to 70.82 acres. The acreage that is stated in this auction is 70.82 acres, but we are being transparent that the deed and an old survey from 1963 says that it is 61.85 acres. Buyers are expected and encouraged to do their own research and due diligence. Buyer understands and acknowledges that the purchase of the property is based on the boundary of the property not the acreage.

OFFERING #1 DEED

PG0014 MAR 15 22

22-1178
INSTRUMENT NO.
CITY OF DANVILLE, VA

This document was prepared by Mark Alan Harris, Attorney at Law, PC, 530 Patton Street, Danville, Virginia, 24541. VSB NO. 51005 TITLE NOT EXAMINED BY DRAFTSMAN.

TITLE INSURANCE: Fidelity National Title
PIN: 50040; 1396-73-0940; 1396-63-8883; 1396-75-6214; 1396-75-5351

ASSESSED VALUE: \$ 21,500 (Danville) \$99,800.00 (Pitts. Co.)
CONSIDERATION: \$ 75,000.00

MAIL TAX BILL TO: 2000 Connecticut Ave NW #818
Washington DC 20008

THIS DEED OF BARGAIN AND SALE, made this 11th day of March, 2022, by and between TONY RAY COOK, married, Grantor, party of the first part; and GARRETT BENJAMIN MANZANO HASKEN, Grantee, party of the second part;:

W I T N E S S E T H

THAT for and in consideration of TEN (\$10.00) cash in hand paid and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantors do hereby grant, bargain, sale and convey, with General Warranty and English Covenants of Title, unto Grantee, all of those certain lots or parcels of land, together with improvements thereon and appurtenances thereunto belonging, situate in the City of Danville, Virginia, and in the County of Pittsylvania, Virginia, and more particularly described as follows:

PARCEL NO. 1: BEGINNING at an iron a short distance South of the center line of Martin Road as shown on the map hereinafter referred to; thence S. 47' 49' E. 955.25 feet to a point; thence S. 47' 49' E. 19.1 feet to a point in the center line of a branch; thence continuing along the property line and the center line of said branch with the calls generally as stated on said map; S. 24' 57' W. 631.04

Mark Alan Harris
Attorney At Law, PC
530 Patton Street
Danville VA 24541

RETURN TO
ALL-VIRGINIA TITLE
& ESCROW, INC.
530 PATTON ST
DANVILLE, VA 24541

feet; thence S. 2' 52' E. 130.68 feet; thence S. 9' 05' W. 146.9 feet; thence S. 47' 22' W. 819.6 feet to a point; thence S. 78' 30' W. 510 feet to an iron; thence N. 77' 07' W. 143 feet to a point; thence N. 77' 07' W. 1193.86 feet to a point in a branch; thence N. 5' 19' W. 56 feet; thence N. 58' 25' W. 278 feet to a point; thence N. 1' 55' E. 528.43 feet to a point; thence S. 16' 11' W. 325 feet to a point; thence S. 85' 25' E. 325 feet to a point in the center line of a farm road; thence continuing along the center line of said farm road in a northeasterly direction at courses and distances as shown on said map and along the line as indicated on said map back to the point of beginning, and containing 59.17 acres, more or less, of which 37.67 acres, more or less, is located in Pittsylvania County, Virginia, and 21.5 acres, more or less, within the corporate limits of the City of Danville, Virginia, as shown on a map showing Survey of Farm for the William Charlie Young, Jr. Estate by H.S. Peirce, dated December 12, 1963, and recorded in the Clerk's Office of the Circuit Court of the City of Danville, Virginia, in Map Book 2, page 6.

59.17 AC

PARCEL NO. 2: BEGINNING at a point in the western margin of a road leading South from Martin Road as shown on the hereinafter described map; thence S. 66' 03' W. 60.04 feet to a point; thence N. 6' 47' W. 55 feet to a point in Martin Road; thence along Martin Road N. 74' 56' E. 70 feet, more or less, to a point; thence in a southern direction along the margin of a road leading South from Martin Road 35 feet, more or less, to the point of beginning; and BEING a part of Lot 4A as shown on Map Showing Survey for W. M. Cook and Gilbert Cook, made June 1963, by H. S. Peirce, and recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Deed Book 434, at page 45.

4A

06 AC

PARCEL NO. 3: BEGINNING at a point in the northwestern corner of Lot No. 4AX on the dividing line between Lots Nos. 4A and 4AX, as shown on the hereinafter described map; thence along said dividing line N. 66' 03' E. 60.04 feet to a point; thence S. 39' 33' E. 200.11 feet to a point; thence S. 70' 25' W. 22.3 feet to a point; thence N. 49' 34' W. 211.87 feet to the point of beginning; and BEING, in fact, Lot No. 4AX, as shown on Map Showing Survey of Lots for W. M. Cook and Gilbert Cook, made June 13, 1963, by H. S. Peirce, and of record in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Deed Book 434, page 45. BEING the same property conveyed to Reybold Corporation (now Reybold Homes, Inc.) by Cabell Kenneth Gray

4AX

19 AC

and Linda Cook Gray, his wife, by deed dated October 29, 1971, and of record in the Clerk's Office of the Circuit Court of the City of Danville, Virginia, in Deed Book 500, page 198, and of record in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Deed Book 545, page 600, to which map and deed reference is here made for a more particular description of the property herein conveyed, it being understood, however, that this conveyance is being made subject to all easements, rights of way and restrictive covenants now of record or affecting said property.

This conveyance is made SUBJECT to and includes rights of ingress and egress over that area-way designated, as "road" on said map, as it runs through the herein described property and to Martin Road.

It is understood and agreed that water is being used from a well located on adjoining property and if the use of the water is continued the grantee herein must pay one-half of the utility bill and maintenance of the well and by accepting this deed agrees to do so.

PARCEL NOS. 1, 2, and 3 herein, BEING, IN FACT, part of the same property conveyed to George B. Mowbray and Barbara C. Mowbray, husband and wife, or the survivor, from Reybold Homes, Inc., a Delaware Corporation, by deed dated January 9, 1976, recorded in the Clerk's Office of the Circuit Court of the City of Danville, Virginia, in Deed Book 614, at page 410, to which map and deed reference is hereby made for a more particular description of the property conveyed. George B. Mowbray died January 26, 1978, thereby vesting Barbara C. Mowbray with fee simple title pursuant to the survivorship provision in the aforesaid deed.

2.43AC

PARCEL NO. 4: That lot or parcel of land situate wholly in Pittsylvania County, Virginia, containing 2.43 acres, more or less, as shown on Survey of Farm of William Charlie Young, Jr. Estate, dated December 12, 1963, made by H. S. Peirce, Surveyor, and of record in the Clerk's Office of the Circuit Court of Danville, Virginia, in Map Book 2, page 6, and also duly of record in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, said tract being described on said map as "R. P. Gray 2.43 Acres"; PARCEL NO. 4 herein BEING, IN FACT, part the same property conveyed to George B. Mowbray and Barbara C. Mowbray, husband and wife, or the survivor, from Reybold Homes, Inc., a Delaware

Mark Alan Harris
 Attorney At Law, PC
 530 Patton Street
 Danville VA 24541

PG0017 MAR 15 22

Corporation, by deed dated January 9, 1976, recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia in Deed Book 614, at page 410, to which map and deed reference is hereby made for a more particular description of the property conveyed. George B. Mowbray died January 26, 1978, thereby vesting Barbara C. Mowbray with fee simple title pursuant to the survivorship provision in the aforesaid deed.

Parcels 1 through 4, Being, in fact, the same property conveyed to Tony Ray Cook from Barbara Mowbray Brown (the same person formerly known as Barbara C. Mowbray) by deed dated August 26, 2018, recorded in the Clerk's Office of the Circuit Court of Danville, Virginia as Instrument Number 18-3319 and in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia as Instrument Number 18-04208. Reference is hereby made to Deed of Correction recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia as Instrument Number 20-0439

This conveyance is made subject to all easements, conditions, restrictions and agreements of record affecting the real estate hereby conveyed or any part thereof,

TO HAVE AND TO HOLD the above described property unto the said party of the second part in fee simple absolute.

WITNESS the following signature and seal:

Tony Ray Cook (SEAL)
TONY RAY COOK

TERRIE WILLIAMSON CHAPLIN
NOTARY PUBLIC
REGISTRATION # 199194
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES

STATE OF VIRGINIA
CITY OF DANVILLE, to-wit:

The foregoing instrument was acknowledged before me this 14 day of March, 2022, by TONY RAY COOK.

Terrie Williamson Chaplin
Notary Public

My Commission Expires: 05/31/22

Mark Alan Harris
Attorney At Law, PC
530 Patton Street
Danville VA 24541

OFFERING #2 DEED

CLR220000201

This document was prepared by Mark Alan Harris, Attorney at Law, PC, 530 Patton Street, Danville, Virginia, 24541. Bar #51005. TITLE NOT EXAMINED BY DRAFTSMAN.

TITLE INSURANCE PROVIDED BY:

PIN: 1396-62-2583

ADDRESS FOR TAX BILL: 44005 Pandora CT, Ashburn VA 20147

This conveyance is exempt from recordation tax as a Deed of Gift, pursuant to Section 58.1-811(D), Code of Virginia, 1950, as amended.

THIS DEED OF GIFT, made this 25th day of November, 2021, by and between ALLEN D. STONE and TATIANA A. STONE, his wife, Grantors, parties of the first part, and ALLEN D. STONE and TATIANA A. STONE, husband and wife, or the survivor, Grantees, parties of the second part:

W I T N E S S E T H

THAT for and in consideration of the mutual benefits accruing to the parties hereto with no money transferred, Grantors do hereby give, grant, and convey, with General Warranty and English Covenants of Title, unto Grantees, all those certain lots or parcels of land, together with improvements thereon and appurtenances thereunto belonging, situate in the County of Pittsylvania, Virginia, and more particularly described as follows:

TRACT containing 41.992 4res fronting on Chester Drive and Leslie Lane, as shown on Plat of Survey for International Security Investments Corp., dated Match 28, 2005, prepared by William M. Burgess, Land Surveyor,

Return To;

Mark Alan Harris
Attorney At Law, PC
530 Patton Street
Danville VA 24541

recorded in the Clerk's Office of the Circuit Court of Pittsylvania County in Map Book 43 at page 392I, and being, in fact, the same property conveyed to Dwight W. Stone, Jr., Allen D. Stone, and David Matthew Stone from Allen D. Stone and Tatiana A. Stone, his wife, by deed dated June 1, 2007, recorded in the aforesaid Clerk's Office as Instrument No. 07-09135, to which map and deed reference is here made for a more particular description of the property herein conveyed. Dwight W. Stone, Jr., died November 14, 2016, thereby leaving Allen D. Stone and David Matthew Stone owners as joint tenants pursuant to the provision of the survivorship language in the aforesaid deed. By deed dated July 8, 2021, recorded in the aforesaid Clerk's Office, David Matthew Stone conveyed his one-half interest in said property to Allen D. Stone.

This conveyance is made subject to all easements, rights of way and restrictions now of record and affecting subject property.

TO HAVE AND TO HOLD the above described property unto the said parties of the second part as joint tenants with the right of survivorship as at common law.

WITNESS the following signatures and seals:



ALLEN D. STONE (SEAL)

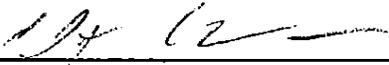


TATIANA A. STONE (SEAL)

STATE OF VIRGINIA

CITY of DANVILLE, to-wit:

The foregoing instrument was acknowledged before me
this 11 day of January, 2021, by ALLEN D. STONE.



Notary Public

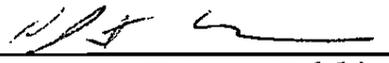
My Commission Expires: _____

CLINT D. EDMUND
Notary Public
Commonwealth of Virginia
Registration No. 7877552
My Commission Expires Dec 31, 2024

STATE OF VIRGINIA

CITY of DANVILLE, to-wit:

The foregoing instrument was acknowledged before me
this 11 day of January, 2021, by TATIANA A.
STONE.



Notary Public

My Commission Expires: _____

CLINT D. EDMUND
Notary Public
Commonwealth of Virginia
Registration No. 7877552
My Commission Expires Dec 31, 2024

INSTRUMENT 220000201
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY CIRCUIT ON
JANUARY 12, 2022 AT 03:07 PM
MARK W. SCARCE, CLERK
RECORDED BY: SXA

Mark Alan Harris
Attorney At Law, PC
530 Patton Street
Danville VA 24541

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of November 8th 2024, between Garett B. Hasken owner of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____ (hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

1. Real Property. Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Pittsylvania, Virginia, and The City of Danville, Virginia and described as:

Offering 1: Consisting of +/- 70.82 AC

- 1) Tax Map #1396-73-0940; +/- 37.67 AC; Instrument #LR22/01413; DB 614/410; Map MB43/150K; Tract 7; Pittsylvania County
- 2) Tax Map #1396-63-8883; +/- 2.43 AC; Instrument #LR22/01413; DB 614/410; Map MB2-6 Lot 7; Pittsylvania County
- 3) Tax Map #1396-75-6214; +/- 0.19 AC; Instrument #LR22/01413; DB 614/410; Ferry Road PT Lot 4A-X; Pittsylvania County
- 4) Tax Map #1396-75-5351; +/- 0.06 AC; Instrument #LR22/01413; DB 614/410; Ferry Road PT Lot 4A; Pittsylvania County
- 5) Tax Map #96160020000030000; Parcel # 50040; +/- 30.47 AC; DB 22/1178; Danville

Address: TBD Martin Rd., Danville, VA 24540

2. Purchase Price: The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____

_____ (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

3. Deposit. Purchaser has made a deposit with the Auction Company, of \$10,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

4. Settlement Agent and Possession. Settlement shall be made at _____ on or before December 23rd 2024 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

Seller's Initials _____

Purchaser's Initials _____

5. Required Disclosures.

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

The information contained in the association disclosure packet shall be current as of a specified date which shall be within 30 days of the date of acceptance of the Contract by the Seller. Purchaser may cancel this Contract: (i) within 3 days after the date of the Contract, if on or before the date that Purchaser signs the Contract, Purchaser receives the association disclosure packet or is notified that the association disclosure packet will not be available; (ii) within 3 days after hand-delivered receipt of the association disclosure packet or notice that the association disclosure packet will not be available; or (iii) within 6 days after the post-marked date, if the association disclosure packet or notice that the association disclosure packet will not be available is sent to Purchaser via the United States mail. Purchaser may also cancel the Contract, without penalty, at any time prior to Settlement if Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to Purchaser. Purchaser's notice of cancellation shall be either hand-delivered or sent via United States mail, return receipt requested, to Seller. Purchaser's cancellation pursuant to this subsection shall be without penalty. This Contract shall become void upon cancellation and the Deposit shall be refunded in full to Purchaser upon Purchaser's notice of cancellation.

If more than 6 months have elapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the property owners' association along with a request for assurance that the information required by Virginia Code § 55-512 previously furnished to Purchaser in the association disclosure packet remains materially unchanged; or, if there have been material changes, a statement specifying such changes. Purchaser shall be provided with such assurances or such statement within 10 days of the receipt of such request by the property owner's association. Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. Said fee shall reflect the actual costs incurred by the property owners' association in providing such assurances but shall not exceed \$100.00 or such higher amount as may now or hereafter be permitted pursuant to applicable statutes.

Any rights of Purchaser to cancel the Contract provided by the Act are waived conclusively if not exercised prior to Settlement.

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE

Seller's Initials _____

Purchaser's Initials _____

STATEMENT stating the owner makes certain representations as to the real property. Said form is not attached because property is vacant land and exempt.

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

If more than 60 days have lapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the unit owners' condominium association with a request for assurance from the unit owners' condominium association that there have been no material changes from the previously furnished information from the unit owners' condominium association.

Purchaser may declare this Contract void within 3 days after either receipt of the required disclosures or of notice that there are material changes, or the failure of the condominium unit owners' association to provide assurances (within 10 days after receipt of Purchaser's request) that there have been no material changes.

(d) **Mechanics' and Materialmen's Liens.**

NOTICE

Virginia law (Virginia Code § 43-1 *et seq.*) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

Seller's Initials _____

Purchaser's Initials _____

(e) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

(f) **Choice of Settlement Agent.** Virginia's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

6. Standard Provisions.

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney's fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser's bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser's sole remedy

Seller's Initials _____

Purchaser's Initials _____

shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

(d) **Land Use Assessment.** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay, when assessed, whether at or after Settlement, any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application, at Purchaser's expense, for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify.

(e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

Seller's Initials _____

Purchaser's Initials _____

(f) **Property Sold “As Is”.** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

(h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.

(i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

(j) **Acreage Disclaimer.** Offering #1 is in 5 tax parcels. According to the deed Parcel #1 (Tax Map #1396-73-0940 AND #9616002000003000) total up to be 59.17 acres. Parcel #2 (Tax Map #1396-75-3551) is 0.06 acres. Parcel #3 (Tax Map #1396-75-6214) is 0.19 acres. Parcel #4 (Tax Map #1396-63-8883) is 2.43 acres. According to deed and plat recorded in courthouse the total acreage is 61.85 acres; however, according to Pittsylvania and City of Danville GIS it is more closely measured out to 70.82 acres. The acreage that is stated in this auction is 70.82 acres, but we are being transparent that the deed and an old survey from 1963 says that it is 61.85 acres. Buyers are expected and encouraged to do their own research and due diligence. Buyer understands and acknowledges that the purchase of the property is based on the boundary of the property not the acreage.

Seller's Initials _____

Purchaser's Initials _____

IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed this Contract as of the day and year first above written.

Garrett Hasken Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Seller's Initials _____

Purchaser's Initials _____

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of November 8th 2024, between Allen D. Stone and Tatiana S. Stone owner of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____

(hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

- 1. Real Property.** Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Pittsylvania, Virginia, and described as:

Offering 2: Consisting of +/- 41.99 AC

Tax Map #1396-62-2583; +/- 41.99 AC; LR 22/00201; MB43/392-1

Address: TBD Leslie Ln. & Chester Dr., Danville, VA 24540

- 2. Purchase Price:** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____

(hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

- 3. Deposit.** Purchaser has made a deposit with the Auction Company, of \$10,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

- 4. Settlement Agent and Possession.** Settlement shall be made at _____ on or before December 23rd 2024 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

5. Required Disclosures.

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

Seller's Initials _____

Purchaser's Initials _____

The information contained in the association disclosure packet shall be current as of a specified date which shall be within 30 days of the date of acceptance of the Contract by the Seller. Purchaser may cancel this Contract: (i) within 3 days after the date of the Contract, if on or before the date that Purchaser signs the Contract, Purchaser receives the association disclosure packet or is notified that the association disclosure packet will not be available; (ii) within 3 days after hand-delivered receipt of the association disclosure packet or notice that the association disclosure packet will not be available; or (iii) within 6 days after the post-marked date, if the association disclosure packet or notice that the association disclosure packet will not be available is sent to Purchaser via the United States mail. Purchaser may also cancel the Contract, without penalty, at any time prior to Settlement if Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to Purchaser. Purchaser's notice of cancellation shall be either hand-delivered or sent via United States mail, return receipt requested, to Seller. Purchaser's cancellation pursuant to this subsection shall be without penalty. This Contract shall become void upon cancellation and the Deposit shall be refunded in full to Purchaser upon Purchaser's notice of cancellation.

If more than 6 months have elapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the property owners' association along with a request for assurance that the information required by Virginia Code § 55-512 previously furnished to Purchaser in the association disclosure packet remains materially unchanged; or, if there have been material changes, a statement specifying such changes. Purchaser shall be provided with such assurances or such statement within 10 days of the receipt of such request by the property owner's association. Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. Said fee shall reflect the actual costs incurred by the property owners' association in providing such assurances but shall not exceed \$100.00 or such higher amount as may now or hereafter be permitted pursuant to applicable statutes.

Any rights of Purchaser to cancel the Contract provided by the Act are waived conclusively if not exercised prior to Settlement.

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is not attached because property is vacant land and exempt.

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall

Seller's Initials _____

Purchaser's Initials _____

promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

If more than 60 days have lapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the unit owners' condominium association with a request for assurance from the unit owners' condominium association that there have been no material changes from the previously furnished information from the unit owners' condominium association.

Purchaser may declare this Contract void within 3 days after either receipt of the required disclosures or of notice that there are material changes, or the failure of the condominium unit owners' association to provide assurances (within 10 days after receipt of Purchaser's request) that there have been no material changes.

(d) **Mechanics' and Materialmen's Liens.**

NOTICE

Virginia law (Virginia Code § 43-1 *et seq.*) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

(e) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

Seller's Initials _____

Purchaser's Initials _____

(f) **Choice of Settlement Agent.** Virginia’s Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

6. Standard Provisions.

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney’s fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser’s bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser’s sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set

Seller’s Initials _____

Purchaser’s Initials _____

forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

(d) **Land Use Assessment.** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay, when assessed, whether at or after Settlement, any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application, at Purchaser's expense, for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify.

(e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

(f) **Property Sold "As Is".** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.

Seller's Initials _____

Purchaser's Initials _____

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

(h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.

(i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

Seller's Initials _____

Purchaser's Initials _____

IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed this Contract as of the day and year first above written.

Allen D. Stone Date

Tatiana S. Stone Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Seller's Initials _____

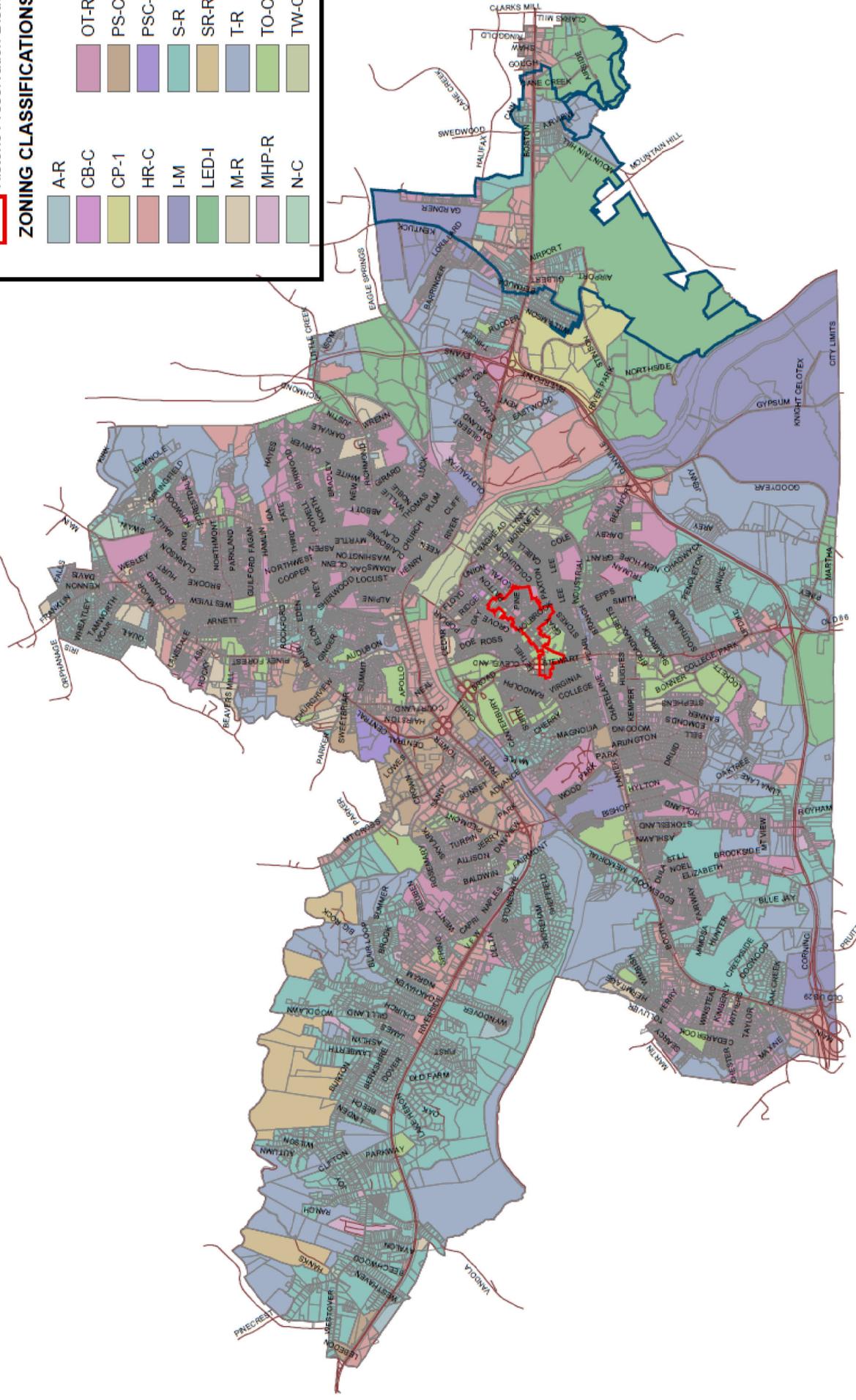
Purchaser's Initials _____

Official Zoning Map of the City of Danville, Virginia

Airport Overlay District
 Historic Preservation District

ZONING CLASSIFICATIONS

	A-R		OT-R
	CB-C		PS-C
	CP-1		PSC-O
	HR-C		S-R
	LM		SR-R
	LED-H		T-R
	M-R		TO-C
	MHP-R		TW-C
	N-C		



Information contained on this map is to be used for reference purposes only and the City of Danville is not responsible for any inaccuracies herein contained. The City of Danville makes no representation of warranty as to the map's accuracy, and in particular, its accuracy in labeling, dimensions, contours, property boundaries, or placement or location of any map features thereon. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.

ARTICLE 3.B: - T-R, THRESHOLD RESIDENTIAL DISTRICT

Zoning - City of Danville

A. - Purpose and Intent.

The T-R, Threshold Residential District is created to provide for single family detached residences at relatively low densities which are compatible with the Comprehensive Plan's goals for large lot residential development in selected locations in Danville. The average density of two units per net acre establishes the T-R District as the City's second lowest density district for detached residences. The T-R District shall require public water and sewer service, public streets, and pedestrian trails or sidewalks as minimum subdivision improvements. Recognizing prevailing storm drainage deficiencies in and around the City, all new public roads in the T-R District shall be constructed with a storm water conveyance system.

The T-R District may be applied to both undeveloped tracts and to infill lots in existing stable neighborhoods in appropriate locations recognized by the Comprehensive Plan. The intent of the district is to preserve existing natural features and vegetation, promote excellence in site planning and landscape design, facilitate the efficient layout and orientation of public utilities and community infrastructure, and encourage housing with compatible scale and character of architecture. No more than one single family dwelling shall be permitted per subdivision lot. Public water and sewer is required and lots shall not be permitted with private domestic wells or septic systems.

(Ord. No. 2004-02.04, Art. 3.B, § A, 2-17-04; Ord. No. 2023-02.02, 2-7-23)

B. - Permitted Uses.

1. Single family detached dwellings, with public water and sewer service.
2. Accessory buildings and uses, limited to detached carports and garages, toolsheds, children's playhouses and play structures, and doghouses.
3. Churches and places of worship.
4. Home occupations.
5. Irrigation wells.
6. Private swimming pools and tennis courts.
7. Public parks and playgrounds.
8. Yard sale and/or garage sales (temporary).

(Ord. No. 2004-02.04, Art. 3.B, § C, 2-17-04)

C. - Uses Permitted by Special Use Permit.

1. Agriculture, forestry and horticultural uses of a non-commercial nature.

2. Bed and breakfast, inn, or tourist home (as defined.)
3. Cemeteries.
4. Commercial swimming pools and tennis courts (except as may be approved on a general development plan.)
5. Cupolas, spires and steeples for public and semi-public uses.
6. Day care centers (adult and child).
7. Golf course, but not including a par 3 course, miniature golf course or driving range.
8. Group home.
9. Libraries.
10. Museums, historic sites and shrines.
11. Private community facilities, recreation uses and other common area improvements normally associated with a planned residential development limited to use by residents of the subdivision.
12. Schools, colleges or universities (public and private).
13. Public uses and utilities.
14. Private clubs and lodges.
15. Storage lots for recreational vehicles.
16. Temporary real estate marketing offices for new subdivisions.
17. Boarding of horses.
18. Temporary family health care structures:
 - A. Zoning ordinances for all purposes shall consider temporary family health care structures (i) for use by a caregiver in providing care for a mentally or physically impaired person and (ii) on property owned or occupied by the caregiver as his residence as a permitted accessory use in any single-family residential zoning district on lots zoned for single-family detached dwellings. Such structures shall not require a special use permit or be subjected to any other local requirements beyond those imposed upon other authorized accessory structures, except as otherwise provided in this section. Such structures shall comply with all setback requirements that apply to the primary structure and with any maximum floor area ratio limitations that may apply to the primary structure. Only one family health care structure shall be allowed on a lot or parcel of land.
 - B. Any person proposing to install a temporary family health care structure shall first obtain a permit from the City of Danville, for which the City may charge a fee of up to \$100.00. The City may not withhold such permit if the applicant provides sufficient proof of compliance with this section. The City may require that the applicant provide evidence of compliance with this section on an annual basis as long as the temporary family health care structure remains on

the property. Such evidence may involve the inspection by the City of the temporary family health care structure at reasonable times convenient to the caregiver, not limited to any annual compliance confirmation.

- C. Any temporary family health care structure installed pursuant to this section may be required to connect to any water, sewer, and electric utilities that are serving the primary residence on the property and shall comply with all applicable requirements of the Virginia Department of Health.
 - D. No signage advertising or otherwise promoting the existence of the structure shall be permitted either on the exterior of the temporary family health care structure or elsewhere on the property.
 - E. Any temporary family health care structure installed pursuant to this section shall be removed within 30 days in which the mentally or physically impaired person is no longer receiving or is no longer in need of the assistance provided for in this section.
 - F. The City of Danville, or the zoning administrator on its behalf, may revoke the permit granted pursuant to subsection B if the permit holder violates any provision of this section. Additionally, the City of Danville may seek injunctive relief or other appropriate actions or proceedings in the circuit court of the City of Danville ensure compliance with this section. The zoning administrator is vested with all necessary authority on behalf of the City of Danville to ensure compliance with this section.
19. Accessory building (i.e., barn, stable, silo, corn crib, etc.) or accessory use without a primary building being located on the parcel.
 20. Family day care home.
 21. Wildlife rehabilitation center.
 22. Transitional living shelter.
 23. Post-release housing.
 24. Urban agriculture.
 25. Reserved.
 26. Campgrounds.

(Ord. No. 2004-02.04, Art. 3.B, § C, 2-17-04; Ord. No. 2012-08.02, 8-21-12; Ord. No. 2012-12.07, 12-18-12; Ord. No. 2013-02.03, 2-19-13; Ord. No. 2013-06.01, 6-4-13; Ord. No. 2013-10.06, 10-17-13; Ord. No. 2015-07.05, 7-21-15; Ord. No. 2019-07.05, 7-2-19; Ord. No. 2022-05.07, Exh. A, 5-3-22; Ord. No. 2023-04.06, 4-4-23; Ord. No. 2023-12.18, 12-19-23)

D. - Maximum Density.

1. Two (2.0) units per net developable acre.

(Ord. No. 2004-02.04, Art. 3.B, § D, 2-17-04)

E. - Lot Size Requirements.

1. Minimum district size: Not regulated.
2. Minimum lot area: 16,000 square feet.
3. Minimum lot width:
 - A. Interior lot: 100 feet.
 - B. Corner lot: 120 feet.
4. Minimum lot depth:
 - A. Interior lot: 130 feet.
 - B. Corner lot: 120 feet.

(Ord. No. 2004-02.04, Art. 3.B, § E, 2-17-04)

F. - Bulk Regulations.

1. Height:
 - A. Residential building height: 35 feet.
 - B. Public or semi-public building: 45 feet, provided that required front, rear and side yards shall be increased by 1 foot for each foot of height over thirty-five feet.
 - C. Cupolas, spires and steeples: 90 feet, by special permit.
 - D. Accessory buildings: 24 feet.
2. Minimum yard requirements:
 - A. Front yard: 35 feet.
 - B. Interior and street side yards: 15 feet.
 - C. Rear yard: 35 feet, 10 feet (accessory uses).
 - D. In addition to the above regulations, the yard requirements for uses and structures other than residential dwellings and residential accessory uses shall be further regulated by floor area ratio and lot coverage ratios. A maximum floor area ratio equal to 0.25 shall apply to such non-residential uses and structures, with a maximum percentage of lot coverage equal to 20%.

(Ord. No. 2004-02.04, Art. 3.B, § F, 2-17-04; Ord. No. 2022-02.01, Exh. A, 2-1-22)

G. - Landscaping, Open Space and Recreation Areas.

1. Regulated by the Landscape and Screening Regulations.

(Ord. No. 2004-02.04, Art. 3.B, § G, 2-17-04)

H. - T-R District Subdivisions: Net Developable Area Calculation.

1. Notwithstanding governing lot size and yard regulations, the maximum use intensity for any conventional subdivision or lot shall be calculated based on existing land conditions. The yield of a subdivision shall be based on its net developable area, with adjustment factors for physical land units as specified in the table in the following section.
2. The subdivision plat and/or site plan for a project shall graphically depict the location and area for the physical land units as outlined herein below. A calculation of the net developable area shall be required for all subdivision and site plan submissions.

Physical Land Unit	Percent Credited Toward Net Acreage
Soils with high shrink/swell characteristics, as defined:	80%
Floodplains, wetlands, existing water features and streams:	0%
Stormwater management basins and structures:	0%
Above-ground 69 KV or greater transmission lines:	0%
Public rights-of-way	0%

3. No T-R District residential lot shall be designed in which an area more than 25% of the prescribed minimum lot area is comprised of one or more of the following physical land units: (a) slopes 30% or more, (b) wetlands, (c) 100-year floodplains, and (d) water features.

(Ord. No. 2004-02.04, Art. 3.B, § H, 2-17-04)

I. - Additional Regulations.

1. Refer to Landscaping and Screening Regulations for screening and buffer yard provisions.
2. Refer to the FP-O, Floodplain Zoning Overlay District, where applicable.
3. Recreational vehicle parking shall not be permitted within front yard and side yard setbacks.
4. No private domestic well and septic systems shall be permitted.
- 5.

Any subdivision or lot which is proposed to be developed on shrink/swell soils shall require a geotechnical report to be submitted with the preliminary plat and plans. Such report shall be prepared by a registered professional engineer and shall address the feasibility of development on the subject soils. No subdivision plat or site plan shall be approved for final recordation until a foundation engineering report has been reviewed by the City. All recorded plats for lots containing shrink/swell soils shall bear the following note: "This lot contains shrink/swell soils which require special engineering design for foundations and structural elements. No structure will be approved for issuance of a building permit until a foundation engineering design prepared by a certified professional engineer has been approved for the proposed structure."

6. Refer to City's Design and Construction Manual for residential design standards and criteria.
7. All uses within the T-R District shall require a General Development Plan for zoning amendment approval and a site plans for special use permit approval.
8. The location of all non-residential uses shall be subject to site plan approval.
9. Refer to Sign Regulations ([Article 10](#)) for signage provisions, where applicable.

(Ord. No. 2004-02.04, Art. 3.B, § I, 2-17-04)

Pittsylvania Co. Zoning

D. Minimum Distance between Main Buildings

For fire protection in rural areas, it is required that principal structures be no less than twenty (20) feet apart.

E. Corner Lots

The minimum side yard depth on the side facing the side street shall be thirty-five (35) feet or more from the side building line to the right-of-way line for both main and accessory buildings.

SEC. 35-197. FLOOR AREA REQUIREMENTS

Conventional lots not regulated.

SEC. 35-198. MINIMUM OFF-STREET PARKING SPACE

Same as for Section 35-184.

SEC. 35-199. OPEN SPACE REQUIREMENTS

See Application of Regulations and General Regulations, Sections 35-15--35-22 and 35-60--35-66.

SEC. 35-200. SIGNS

See Sign Regulations, Sections 35-95--35-101.

SEC. 35-201. MAXIMUM NUMBER OF UNITS ALLOWED PER GROSS ACRE

No more than one (1) residential unit shall be allowed per five (5) acres gross.

SEC. 35-202. OTHER SPECIAL REGULATIONS. RESERVED

SECS. 35-203--35-220. RESERVED

DIVISION 3. RESIDENTIAL SUBURBAN SUBDIVISION DISTRICT (R-1)

SEC. 35-221. PURPOSE

This district is established for the purpose of providing for residential uses on average lot sizes of from just under five (5) acres in area to ten thousand (10,000)(Amended February 7, 1994) square feet in area. Areas designated for this zoning die, let will be for residential neighborhoods which might include schools and similar public uses normally found in residential neighborhoods. Regulations are

designed to maintain neighborhood stability and promote a suitable environment for family life where there are children and to maintain separation of residential uses from commercial uses.

SEC. 35-222 PERMITTED USES

Within the Residential Suburban Subdivision District (R-1), structures to be erected or land to be used shall be permitted for one of the following uses:

accessory uses churches
conservation areas (public and private)
County government uses such as waste collection, recycling, recreation, etc.,
garages-private for storage of personal vehicles gardens, private
home occupations, Class A (Amended February 18, 1992)
manses, church-owned dwelling unit playgrounds
(public) off-street parking roads, streets, rights-of-way,
easements signs-See Sections 35-95--35-101
single-family detached dwellings

SEC. 35-223. SPECIAL USE PERMITS

The following uses shall be permitted only by special use permit:

barber and beauty shop (Amended July 6, 2004)
clubs (private) clubs
(public)
community centers, buildings
emergency services facilities-fire, rescue
parks playgrounds public garages
public utilities-including substations, power generation, water and sewer plants for treatment
public utilities-structures, towers public facilities, offices
residential addiction treatment group home
storage yards
single-wide manufactured/mobile homes (Amended December 16, 1997) schools
(public and private)
temporary uses, construction activity-including temporary buildings, portable buildings (these
uses may be limited by the County as to time)

SEC. 35-224. AREA REGULATIONS

A. Minimum Lot Size

1. Area

The following minimum areas are required dependent on sewer and water services provided to a development's lots. Greater lot areas may be required where septic tank and drainfield (or comparable

systems) are employed or wells are employed, if the Health Department's officials determine that certain factors may cause health problems. All water systems in this district shall be approved by the Health Department prior to recordation.

With Public Water and Public Sewer System	Public Sewer	With Public Water or System	Public Sewer	With Neither Public Water nor System
10,000 sq. ft. (Amended December 21, 1993)		15,000 sq. ft. (Amended December 21, 1993)		20,000 sq. ft.

2. Width

With Public Water and Public Sewer System	Public Sewer	With Public Water or System	Public Sewer	With Neither Public Water nor System
75 ft.	100 ft.	100 ft.		

3. Minimum distance between side lot lines at the building line is equal to mean width as shown in Number 2 of this section.
4. Minimum state maintained road frontage measured between side lot lines is equal to seventyfive (75) feet except in a cul-de-sac where the measurement is equal to thirty (30) feet, minimum.

B. Maximum Percentage of Lot Coverage

1. Not regulated.

SEC. 35-225. MAXIMUM HEIGHT OF BUILDINGS

Same as Section 35-181.

SEC. 35-226. MINIMUM YARD DIMENSIONS

A. Front Setback

Setback from the nearest point on house or principal structure (including porches or stoops or any accessory buildings) shall be thirty-five (35) feet from the edge of right-of-way.

B. Side Setback

The minimum side setback, the distance from the side property line of a lot to the nearest point on the house or principal structure (including porches, stoops, or accessory building) shall be ten (10) percent of the road frontage distance with a minimum often (10) feet.

C. Rear Setback

The minimum rear setback, the distance from the rear property line or a lot to the nearest point on the house or principal structure (including porches, stoops, or accessory building) shall be a minimum of thirty (30) feet. For property bordering Smith Mountain Lake and other lakes 100 acres or greater in size, the distance will be measured from the recognized full pond level. Accessory structures up to eight-hundred (800) square feet may be located in the rear yard as long as they are at least twelve (12) feet from the rear property line.

Rear setback requirements for property contiguous with Smith Mountain Lake may be reduced to twenty (20) feet.

Walkways and steps are exempt from rear setback requirements.

D. Minimum Distance between Main Buildings

For fire protection in suburban areas, it is required that principal structures be no less than twenty (20) feet apart.

The minimum side yard depth on the side facing the side street shall be thirty-five (35) feet or more from the side building line to the right-of-way line for both main and accessory buildings.

SEC. 35-227. FLOOR AREA REQUIREMENTS

Conventional lots not regulated.

SEC. 35-228. MINIMUM OFF-STREET PARKING SPACE

Same as for Section 35-184.

SEC. 35-229. OPEN SPACE REQUIREMENTS

See Application of Regulations and General Regulations, Sections 35-15--35-22 and 35-60--35-66.

SEC. 35-230. SIGNS

See Sign Regulations, Sections 35-95--35-101.

SEC. 35-231. MAXIMUM NUMBER OF UNITS ALLOWED

The maximum number of units per lot is one (1). See Section 35-18.

SEC. 35-232. OTHER SPECIAL REGULATIONS. RESERVED

SEC. 35-233. RIGHT OF WAY WIDER THAN FIFTY (50) FEET

When right-of-way, is wider than fifty (50) feet, then from yard setback on lots and side yard setback on corner lots shall be at least thirty five (35) feet from the property line to the front or the structure (including porches, stoops, or any accessory buildings attached to the main building) on the lot this assumes that accessory structures separate from the main structure are placed behind the front yard setback line.

SECS. 35-234--35-236. RESERVED

SEC. 35-237-35-265. RESERVED

DIVISION 4. RESERVED

SEC 35-237-35-265. RESERVED

DIVISION 5. RESIDENTIAL COMBINED SUBDIVISION DISTRICT RC-1

SEC. 35-266. PURPOSE

This district is established for the purpose of providing increased opportunities for affordable housing alternatives, to recognize modern advances in manufactured housing technology and to promote cost effective site development. This combined district provides locations where manufactured housing communities may harmoniously develop in a residential area in which a mix of other affordable housing types: mobile homes, double-wide manufactured units, and other compact detached housing may develop along with the standard frame, brick, stone, and block houses Which: are non-manufactured. Regulations are designed to maintain neighborhood stability and promote a suitable environment for family life where there are children and to maintain separation of residential uses from commercial uses.

SEC. 35-267. PERMITTED USES

Within the Residential Combined Subdivision District (RC-1), the following uses are permitted.

accessory uses

Churches conservation areas (public and private)

County government uses such as waste collection, recycling, recreation, etc.

garages (private) for storage of personal vehicles gardens

(private)

home occupations, Class A homes,

single-family dwelling unit

homes for the developmentally disabled persons, family care homes, group homes, as defined in Code of Virginia 15.1-486.2 manses, church owned dwelling units

off-street parking piers, docks (private) for residences
 playgrounds (public) roads, streets, rights-of-
 ways, easements signs--communication,
 identification, direction See Sec. 35-95-35-
 101. mobile/manufactured homes
 water systems (private)

SEC. 35-268. SPECIAL USE PERMITS

The following uses shall be permitted only by special use permits:

barber and beauty shop (Amended July 6, 2004)
 community center, building
 clubs (private) clubs
 (public)
 emergency services facilities--fire, rescue
 home occupations, Class B (Amended December 21, 1993)
 parks (public) parks (private) public garages
 public utilities, including substations, power generation water and sewer treatment plants
 public utilities--structures, towers public facilities, offices, storage yards
 residential addiction treatment group home
 schools (public and private)
 special temporary churches (Amended December 21, 1993) swim
 clubs
 temporary uses, construction activity, including temporary buildings, portable buildings (the
 County may limit use in terms of duration)

SEC. 35-269. AREA REGULATIONS

A. Minimum Lot Size

1. The following minimum areas are required, dependent on sewer and water services provided to a development's lots. Greater lot areas may be required where septic tank and drainfield (or comparable systems) are employed or wells are employed if Health Department officials determine that certain factors may cause health problems.

All lots located in this district shall be approved by the Health Department prior to recordation.

With Public Water and Public Sewer Systems	Public Sewer	With Public Water or System	Public Sewer System	With Neither Public Water nor System
10,000 sq. ft./per unit (Amended December 21, 1993)		15,000 sq. ft./per unit		20,000 sq. ft.

2. Width of Lots

With Public Water and Public Sewer Systems	Public Sewer	With Public Water or System	Public Sewer System	With Neither Public Water nor System
75 ft	100 ft	100 ft		

3. Minimum distance between side lot lines at the building line is equal to mean width as shown in Number 2 of this Section.
4. Minimum state maintained road frontage measure between side lot lines is equal to seventy five (75) feet except in a cul-de-sac where the measurement is equal to thirty (30) feet, minimum.

SEC. 35-270. MAXIMUM PERCENTAGE OF LOT COVERAGE

Not regulated.

SEC. 35-271. MAXIMUM HEIGHT OF BUILDINGS

Same as Section 35-181.

SEC. 35-272 MINIMUM YARD DIMENSIONS

A. Front Setback

Setback from the nearest, point on the house, or. Principal structure (including porches, stoops, or any accessory buildings) shall be thirty-five (35) feet from the edge of right-of-way.

B. Side Setback

The minimum side setback, the distance from the side property line of a lot to the nearest point on the house or principal structure (including porches, stoops, or accessory buildings) shall be ten (10) percent of the road frontage distance with a minimum of ten (10) feet.

C. Rear Setback

The minimum rear setback, the distance from the rear property line of a lot to the nearest point on the house or principal structure (including porches, stoops, or accessory buildings) shall be a minimum of forty (40) feet. For property bordering Smith Mountain Lake and other lakes 100 acres or greater in size, the distance will be measured from the recognized full pond level.

Accessory structures up to eight hundred (800) square feet may be located in the rear yard as long as they are at least twelve (12) feet from the rear property line.

Rear setback requirements for property contiguous with Smith Mountain Lake may be reduced to twenty (20) feet.

D. Minimum Distance between Main Buildings

For fire protection in suburban areas, it is required that principal structures be no less than twenty (20) feet apart.

E. Corner Lots

The minimum side yard depth on the side facing the side street shall be thirty-five (35) feet or more from the side building line to the rights-of-way line from both main and accessory buildings.

SEC. 35-273. MINIMUM OFF-STREET PARKING REQUIRMENTS

Same as for Section 35-184.

SEC. 35-274. SIGNS

See Sign Regulations, Sections 35-95--35-101.

SEC. 35-275. MAXIMUM NUMBER OF UNITS ALLOWED

Due to the nature of this Zoning Division, no density is prescribed.

SEC. 35-276. OTHER SPECIAL REGULATIONS. STREETS

(Amended December 21, 1993)

For other regulations, see Pittsylvania County Subdivision Ordinance. (Amended December 21, 1993)

SECS. 35-277--35.278. Reserved

DIVISION 6. RESIDENTAL MULTI-FAMILY DISTRICT

SEC. 35-279. PURPOSE

This district is established to provide for locations of medium density multiple-family type residences and is used for construction of apartments, townhouse developments or garden style multi-unit residential units in appropriate locations. This district is not completely residential in that it includes public and semi-public, institutional, and other related uses; however, it is basically intended to be residential in character and, as such, should not be located with heavy commercial or industrial type uses. Certain commercial type uses may be allowed through special use permits.

SEC. 35-280. PERMITTED USES