HUGE! ABSOLUTE Real Estate & School Contents Liquidation Auction in Dillon, SC

Bidder Information Package

www.TheLigonCompany.com

The Ligon Company, CES, BAS (Certified Auctioneers Institute, Certified Estate Specialist, and Benefit Auctioneer Specialist) offers you over 25 years of real estate and auction expertise.







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Auction FAQ - 3 Properties in Dillon, SC selling at ABSOLUTE Auction!

- State Rd 17-116, Little Rock, SC (Northside of Bonsal St. & 1st Town 000 Windmill Ave. Little Rock, SC), formerly Little Rock School, Parcel 032-11-01-004.
- 901 S 9th Avenue, Dillon, SC 29536, formerly Maple Jr. High, Parcel 059-13-03-001.
- 900 Patriot Street, Dillon, SC 29536, formerly South Elementary School, Parcel 069-03-11-005.

Why is the property being sold at auction?

An auction is a streamlined, time-defined way to buy real estate that's open, fair, and exciting. It puts all qualified buyers on equal footing, with transparent bidding and a clear closing date. This is **not** a distressed sale—just a competitive and efficient way for the seller to find the market's best offer. Buyers can set their own price, bid with confidence, and know the process is fast and straightforward.

When does the auction close?

Bidding closes Thursday, November 6th, 2025 at 12:00 PM EST.

Is there a reserve?

No. This is an **Absolute Auction**—the property will sell to the highest bidder, regardless of price. Every qualified bidder has an equal opportunity to win, making this a truly transparent and exciting way to buy.

Can I get financing?

Yes, but the sale is **not contingent upon financing**. Buyers should arrange any necessary financing in advance, as the property is sold *as-is*, *where-is*, with **no contingencies** for financing, appraisals, inspections, or surveys.

What's a Buyer's Premium?

A **15% Buyer's Premium** is added to the high bid to determine the total contract price. *Example:* \$1,000,000 high bid + 15% BP = \$1,500,000 contract price.

How much is the deposit?

A **10**% **deposit** of the total contract price, with a minimum deposit of \$5,000, is due within 48 hours of the auction close. This is non-refundable and applied toward the purchase price.

Who pays closing costs?

The buyer is responsible for all standard closing costs, including title search, deed preparation, recording fees, and attorney's fees. Closing will take place within 45 days of contract execution.

What inspections can I do?

Inspections are welcome! All inspections and due diligence must be completed before bidding. The property is sold *as-is*, *where-is*.

Can my agent get paid?

Yes. Broker participation is encouraged.

000 Windmill Avenue, Little Rock, South Carolina 29567

000 Windmill Avenue, Little Rock, South Carolina 29567

MLS#: 4298163 Category: Lots/Acres/Farms County: Dillon Tax Val: **\$2,599** City Tax Pd To: **No City Taxes Paid** Status: ACT

Subdivision: Zoning Spec: RS-1 Zonina:

Deed Ref: Parcel ID: 032-11-01-004 39-25 N SIDE AT INT OF BONSAL ST & 1 LITTLE ROCK ST ST Legal Desc:

Apprx Acres: 5.67 Cleared, Wooded Lot Desc:

Apx Lot Dim:

General Information Type: Lot

Can Divide?: Middle: \$/Acres: \$0.18 High:

Complex:

Levels:

Land Information

Utility/Plan Information Septic Installed Apprx Acres: Sewer: Acres Cleard: Water: Well Installed

Elem:

School Information

Unspecified

Unspecified

Unspecified

Acres Wood: Min SF to Bld: Dwellings: Prop Found: Beds Septic:

Rd Frontage: State Road Lot Desc: Cleared, Wooded Other - See Remarks Restrictions:

Additional Information

Prop Finance: Cash, Conventional Lease Considered: No

Seller owned for at least one year Ownership:

Spcl Cond: None

Publicly Maintained Road Rd Respons:

Features

Lot Description: Cleared, Wooded

Fixtures Exclsn: No Exterior Cover:

Road Surface:

Roof:

Suitable Use: Residential, Other - See Remarks

Basement Dtls:

Road Frontage: State Road/700

Patio/Porch:

Other Structure: Other - See Remarks

Fire Sprinkler:

Association Information

Subject to HOA: Subj to CCRs: Undiscovered None **HOA Subj Dues:**

Remarks Information

Public Rmrks: 5.67± acres zoned for single family residential (RS-1), formerly known as Little Rock School. The property

includes the remaining shell of the former school building, which is not in usable condition, and is surrounded by mature trees and natural growth that create a secluded setting. 700± feet of total frontage with grounds maintained through routine mowing, the tract offers potential for a residential homesite, investment, or future redevelopment. (Lat / Long) 34.478190698770845, -79.40463985769145. Selling at Absolute Online Auction through Thurs. November 6th at 12PM. Note: Price shown is for listing purposes only and is not the sale price. This property will be sold at Absolute Auction-meaning it will sell to the highest bidder, regardless of price. Auctions are a fast, fair, and transparent way to purchase real estate, giving every qualified bidder an equal opportunity to own. Bidding is open - What is it worth to you? Auction closes Wednesday, November 6th at 12:00 Noon. Be ready to make your move! Disclaimer: Acreage and square footage are based on county GIS records and are estimates only, not guaranteed to be accurate. All due diligence, including but not limited to property inspection, measurements, and verification of information, is the sole responsibility of the buyer. All sales are final, and all property is sold AS IS, WHERE IS, with no

warranties expressed or implied.

Directions: (Lat / Long) 34.478190698770845, -79.40463985769145; State Rd 17-116, Little Rock, SC (Northside of

Bonsal St. & 1st Town - 000 Windmill Ave. Little Rock, SC)

Listing Information DOM: 0 CDOM: SIr Contr: DDP-End Dt: UC Dt:

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MLS#: **4298163**

000 Windmill Avenue, Little Rock, SC 29567

Price: \$1







List Price: \$1 Auction/Absolute

Starting Bid





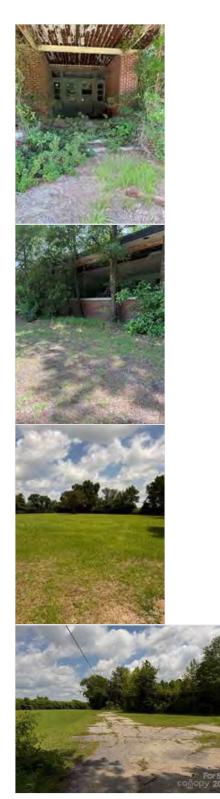


















Type notes here

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032-11-01-004

General Assessment Structure

Owner and General Parcel Information

Customer Links	<u>OnlineTaxes</u>
Property Card	Show Property Card
Map Number	032-11-01-004
Owner Name	LITTLE ROCK SCHOOL
Mailing Address1	
Mailing Address2	LITTLE ROCK SC
Mailing Address3	
Mailing ZipCode	29567
Physical Address	0
Legal Description1	LITTLE ROCK 000000
Legal Description2	ST ST
Total Acreage	0.00
Deed Book	39
Deed Page	25
Plat Book	4
Plat Page	20

Description Location	N SIDE AT INT OF BONSAL ST & 1	
Description Location2		
Sale Price	\$150.00	
Sale Date	1944/04/28	

Assessment Information

Building Market Appraisal	0
Land Market Appraisal	0
Total Market Appraisal	2599
Total Number Acres	0.00
Total Number Buldings	1
Total Number Lots	1

Structure Information

Structure information	
Number Of Baths	0.00
Number Of Bedrooms	0
Number Of Stories	0.00
Square Foot Basement	0
Square Foot Carport	0
Square Foot Garage	0
Square Foot Storage	0
Square Foot Total	0
Square Foot First Floor	0
Square Foot Second Floor	0
Year Built	0
Workmanship	

Dillon County ONLINE TAX PAYMENT

Notice #: 013394243

Status: Paid

Date Paid: 03/16/25

Issue Date: 09/26/24

Total Paid: \$0.00

Tax Information

Name: LITTLE ROCK SCHOOL

Tax Year: 2024

District/Levy: 2 / 364.5

City/Levy: 04 /

Total Appraisal: 0

Total Assessed: 0

Property Information

Record Type: Real Estate

Map Number: 032-11-01-004

Acres: .00

Description: ST STN SIDE AT INT OF BONSAL ST & 1

Taxes

County Tax: \$0.00

City Tax: \$0.00

Fees: \$0.00

Residential Exemption: \$0.00

Homestead Exemption: \$0.00

Other Exemptions: \$0.00

Local Option Credit: \$0.00

Total Taxes: \$0.00



Printed 09/02/2025

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§ 4-105 RS-1 - Single Family Residential District Uses

RS-1 PERMITTED USES	NAICS CODE	PARKING SPACES REQUIRED
1. Single-family dwelling on a single lot (except manufactured or mobile home) (Amendment No.10)	814	2 for each dwelling unit
 Utilities: Electric Power & Gas Distribution, Water & Sewage Systems (except sewage treatment facilities) (See conditional uses for substations & tanks.) 	22112 2212 2213 (except 22132)	None
3. Schools: kindergartens, elementary & secondary (K-12)	6111	2 per classroom or office, plus 1 for each 4 seats in largest meeting facility.
4. Nursing Care Facilities, Elderly Care Facilities	6231 6233	1 for each patient bed
 Recreation: Golf Courses & Country Clubs, Marinas 	71391 71394	1 per 200 sq. ft. of building area plus 4 for each golf hole
6. Law Enforcement; Fire Protection & Rescue	92212 92216	1 per 150 sq. ft. of gross floor area

- 7. Accessory use on same lot with principal use, as follows:
- (1) private garage for motor vehicles;
- (2) one open parking area may be used for one (1) commercial vehicle up to one and one-half (1½) tons in capacity per dwelling unit;
- (3) shed for storage of building or lot maintenance equipment;
- (4) outbuildings, and structures related to permitted principal uses;
- (5) private swimming pool, including deck, bath house or cabana; boat dock; boat house; boat lift;
- (6) private vegetable or flower garden; greenhouse;
- (7) private tennis, outdoor recreation and picnic facilities;
- (8) private kennels for dogs or cats setback 25 feet from residential, rural or agricultural conservation district or property line;

RS-1 CONDITIONAL USES [approved by Zoning Administrator if all conditions are met]	NAICS CODE	PARKING SPACES REQUIRED
1. Public utility substation, water tower, [see Chapter 5 for communication tower], provided all following conditions are met: a. structures enclosed by six (6) foot fence; b. no office, commercial operation, or storage of vehicles or equipment is permitted; c. a landscaped strip at least five (5) feet wide is planted and maintained along all exterior lot lines; d. accessed by minimum 30 foot wide easement or road.	22112 2212 22131	1 space
 Temporary contractor office and equipment shed, residential construction, provided all following conditions are met: a. used in connection with construction on premises; b. must not cause traffic congestion or nuisance; c. for term up to one (1) year; may be renewed once. 	2332	1 for each 300 square feet of office area.

- 3. Customary home occupation in single-family dwelling, provided following conditions are met:
- a. conducted inside dwelling by resident family members;
- b. utilizes not more than 25% of total dwelling floor area.
- c. no change in exterior appearance of dwelling;
- d. no outside display of products:
- e. no sale of products except those made on premises or consumables incidental to a service;
- f. creates no health or safety hazard, noise, offensive emission, traffic hazard, unsightly condition or nuisance;
- g. activity is not visibly evident outside dwelling, except for a wall-mounted non-illuminated Nameplate not over two (2) square feet in area.
- 4. Horses and barn for owner's use, as accessory to single-family dwelling, provided all following conditions are met:
- a. minimum lot area 20,000 square feet plus .75 acres for each horse;
- b. barn for horses kept for owner's use is set back 50 feet from property line.

5. Family Child Care Homes

- Allows maximum of 6 children in child care.
- Shall be a minimum of .60 acre lot size.
- c. Minimum of 200 sq. ft. open space in outside play area for each child enclosed by 5 ft. high fence.
- Minimum setbacks as required by current zoning ordinance for residential lot.

RS-1 SPECIAL EXCEPTIONS	NAICS	PARKING
[approved by Board of Zoning Appeals after hearing]	CODE	SPACES
[approved by Board of Zolling Appeals after hearing]	CODE	TOTAL BEAUTIFUL TO A SECURITION OF
c. Crop Production and harvesting, all types	111	REQUIRED
provided Board of Zoning Appeals determines:	111	None
	115112	
a. applicable health regulations are met;	115113	
b. minimum 2 acre lot;		
d. related structures minimum setback 25 feet from property line;		
e. conditions imposed for safety, traffic, impact on district;		
f. the use is compatible with the district.	ļ	_
2. Residential Care Facilities;	6232	Residential Care: 1
Child day care, preschool nursery,	6239	space per 3 patient
provided Board of Zoning Appeals determines:	6244	beds;
a. applicable State regulations are met;		
b. minimum 1 acre lot;	*	Child Care: 1 per
c. minimum 200 square feet of open space per child		employee, plus one
enclosed by fence at least 5 feet in height;		off-street drop off &
d. structures minimum of 25 feet from residential property line;		pick up space
e. conditions imposed for safety, traffic, impact on district;		
f. the use is compatible with the district.		
3. Fitness & Recreational Sports Centers,	71394	1 per 4 patrons at
provided Board of Zoning Appeals determines:	1	maximum capacity
a. applicable health regulations are met;		
b. minimum 2 acre lot;		
d. related structures minimum setback 25 feet from property line;		
e. conditions imposed for safety, traffic, impact on district;		
f. the use is compatible with the district.		
4. Caterers, provided Board of Zoning Appeals determines:	72232	1 per 200 square
a. applicable health regulations are met;		feet of floor area
b. minimum 1 acre lot;		
d. related structures minimum setback 25 feet from property line;	1	
e. conditions imposed for safety, traffic, impact on district;		
f. the use is compatible with the district.		
5. Bed & Breakfast Inns and Traveler Accommodations,	721191	1 for each guest
provided Board of Zoning Appeals determines:	721199	room
a. applicable State regulations are met;		10011
b. minimum 1 acre lot		
6. Personal Services: Barbers, Beauty Salons, funeral homes	812111	1 for each 200
provided Board of Zoning Appeals determines:	812112	square feet of
a. applicable health regulations are met;	012112	service or patron
b. minimum 1 acre lot;		area
d. related structures minimum setback 25 feet from property line;		ui ou
e. conditions imposed for safety, traffic, impact on district;		
f. the use is compatible with the district.		
7. Religious Organization: Church, synagogue, temple, or place of	8131	1 for each 4 seats in
	0131	
worship, including religious education building, parsonage or		main assembly
parish house, off-street parking for members and visitors,	1	room, or 1 for each
recreation facilities, kindergarten or pre-school nursery, in	1	150 sq. ft. of gross
permanent structures; provided Board of Zoning Appeals determines:		floor area,
a. minimum 1 acre lot;	1	whichever requires
b. related structures minimum setback 25 feet from property line;		the least number of
c. conditions imposed for safety, traffic, impact on district;		spaces
d. the use is compatible with the district.		

§ 4-106 RS-1 - Single Family Residential District Regulations The following regulations apply to all uses in RS-1 districts:

Minimum residential lot area:	With public water and sewer: 20,000 square feet.
	With individual water or sewer: as directed by DHEC 20,000 square
	feet plus any additional area as directed by DHEC regulations.
Minimum lot area for non-	Utility substations and water towers: 10,000 square feet.
residential uses	Other: 1 acre
Minimum lot width at building	With public water and sewer: 70 feet.
line:	Other: 100 feet (not applicable to established lots of record prior
	to the adoption of the Dillon County Zoning Ordinance as long as
	the setbacks can be met) changed by Amendment No. 9
Minimum front yard depth:	25 feet from road right-of-way
Minimum setback from second	Side street on corner lot -12 feet.
street frontage:	Rear street on double frontage lot – 50 feet.
Minimum side yard:	<u>Principal structure</u> – 10 feet from interior side lot line.
	Accessory structure – 6 feet from interior side lot line.
Minimum rear yard:	Principal structure – 20 feet from interior rear lot line.
	Accessory structure – 6 feet from interior rear lot line.
Maximum structure height:	Thirty-five (35) feet to the highest roofline [not applicable to church,
	belfries, cupolas, domes, utility and communication towers, chimneys,
	flag poles, antennae]
Visibility requirements:	Corner lot: no obstruction between heights of 3 and 10 feet above
	finished street level within 15 feet of intersection of street right-of-way
	lines.
	Private drive: no obstruction over 30 inches high within 10 feet of street
Off street parking area	See supplemental regulations, Chapter 5
requirements:	
Signs:	See supplemental regulations, Chapter 5
Supplemental regulations:	See Chapter 5

901 9th Avenue S, Dillon, South Carolina 29536

901 9th Avenue S, Dillon, South Carolina 29536

4298215 MLS#: Category: Lots/Acres/Farms County: Dillon City Tax Pd To: Tax Val: \$0 Status: Dillon ACT Subdivision: Complex:

Zoning Spec: City Limits Zonina:

059-13-03-001 Deed Ref: Parcel ID: 20-130

W SIDE 9TH AVE APP 1100FT S IN MAPLE SCHOOL DILLON T 9TH AVE & EARLE ST Legal Desc:

Apprx Acres: 4.75 Apx Lot Dim:

Cleared, Other - See Remarks Lot Desc:



General Information School Information

Unspecified Type: Lot Flem: Unspecified Can Divide?: Middle: \$/Acres: \$0.21 High: Unspecified

List Price: **\$1** Auction/Absolute

Starting Bid

Levels:

Land Information <u>Utility/Plan Information</u> Apprx Acres: Sewer: **City Sewer** City Water Acres Cleard: Water: Acres Wood:

Min SF to Bld: Dwellings: Prop Found: Beds Septic:

Rd Frontage: **City Street**

Cleared, Other - See Remarks Lot Desc:

Restrictions: Other - See Remarks

Additional Information

Prop Finance: Cash, Conventional Lease Considered: No

Seller owned for at least one year Ownership:

Spcl Cond: None

Publicly Maintained Road Rd Respons:

Features

Lot Description: Cleared, Other - See Remarks

Fixtures Exclsn: No Basement Dtls: Fencing: **Fenced** 2nd Living Otr:

Exterior Cover: Road Frontage: City Street/840

Road Surface: Patio/Porch:

Roof: Other Structure: Other - See Remarks

Development, Residential, Other - See Remarks Fire Sprinkler: Suitable Use:

Exterior Feat: Other - See Remarks

Association Information Subject to HOA: None Subj to CCRs: Undiscovered HOA Subj Dues:

Remarks Information Public Rmrks:

4.75± acres zoned within the city limits of Dillon, formerly known as Maple Junior High School. The property includes the remaining shells of the three former school buildings. The buildings are still standing and intact but are not in useable condition. Property is fenced in with a total of 840± feet of frontage. A portion of this parcel in now 'City of Dillon Maple Park' and buyer will need to record a new survey for 4.75±acres as shown on GIS sketch. The grounds have been maintained through routine mowing. This tract offers potential for a residential homesite(s), investment, or future redevelopment. Note: Price shown is for listing purposes only and is not the sale price. This property will be sold at Absolute Auction-meaning it will sell to the highest bidder, regardless of price. Auctions are a fast, fair, and transparent way to purchase real estate, giving every qualified bidder an equal opportunity to own. Bidding is open - What is it worth to you? Auction closes Wednesday, November 6th at 12:00 Noon. Be ready to make your move! Disclaimer: Acreage and square footage are based on county GIS records and are estimates only, not guaranteed to be accurate. All due diligence, including but not limited to property inspection, measurements, and verification of information, is the sole responsibility of the buyer. All sales are final, and all property is sold AS IS, WHERE IS, with no

warranties expressed or implied.

Directions:

Listing Information

DOM: 0 CDOM: SIr Contr: DDP-End Dt: UC Dt: ITC:

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MLS#: 4298215

901 9th Avenue S, Dillon, SC 29536

Price: \$1





























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059-13-03-001

General Assessment Structure

Owner and General Parcel Information

<u>OnlineTaxes</u>
Show Property Card
059-13-03-001
DILLON SCHOOL DIST 2
%DSD4
1738 HWY 301 N
DILLON SC
29536
0
DILLON 000000
T 9TH AVE & EARLE ST
0.00
20
130

Description Location	W SIDE 9TH AVE APP 1100FT S IN	
Description Location2	ription Location2 MAPLE SCHOOL	
Sale Price	\$0.00	
Sale Date	1924/09/22	

Assessment Information

Building Market Appraisal	0
Land Market Appraisal	0
Total Market Appraisal	0
Total Number Acres	0.00
Total Number Buldings	0
Total Number Lots	1

Structure Information

Number Of Baths	0.00
Number Of Bedrooms	0
Number Of Stories	0.00
Square Foot Basement	0
Square Foot Carport	0
Square Foot Garage	0
Square Foot Storage	0
Square Foot Total	0
Square Foot First Floor	0
Square Foot Second Floor	0
Year Built	0
Workmanship	



Printed 09/02/2025

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Dillon County ONLINE TAX PAYMENT

Notice #: 006280243

Status: Paid

Date Paid: 03/16/25

Issue Date: 09/26/24

Total Paid: \$0.00

Tax Information

Name: DILLON SCHOOL DIST 2

Tax Year: 2024

District/Levy: 2 / 364.5

City/Levy: DL / 100.

Total Appraisal: 0

Total Assessed: 0

Property Information

Record Type: Real Estate

Map Number: 059-13-03-001

Acres: .00

Description: MAPLE SCHOOLW SIDE 9TH AVE APP 1100FT S IN

Taxes

County Tax: \$0.00

City Tax: \$0.00

Fees: \$0.00

Residential Exemption: \$0.00

Homestead Exemption: \$0.00

Other Exemptions: \$0.00

Local Option Credit: \$0.00

Total Taxes: \$0.00



Printed 09/02/2025

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South Carolina Historic Properties Record



→ SHARE

Maple Junior High School

HISTORIC PROPERTY

ALTERNATE NAME:

[unknown]

STREET ADDRESS:

901 9th Street; (Dillon County)

SITE NUMBER:

793

CONTROL NUMBER:

U/33/793

DATE SURVEYED:

January 28 2009

CATEGORY:

Building

CONSTRUCTION DATE:

1910s

ALTERATION DATE:

1960s

HISTORIC USE:

Education

CURRENT USE:

Education

HISTORIC CORE SHAPE:

Rectangular

ARCHITECT OR BUILDER:

unknown

NUMBER OF STORIES:

1

CONSTRUCTION METHOD:

masonry

EXTERIOR WALLS MATERIALS:

Brick

FOUNDATION MATERIALS:

Brick

ROOF SHAPE:

side gable

ROOF MATERIALS:

composite shingle

PORCH WIDTH:

entrance bay only

PORCH SHAPE:

recessed

NATIONAL REGISTER DETERMINATION:

not eligible

SIGNFICANT ARCHITECTURAL FEATURES:

gable over entry, brick chimneys, rafter ends exposed, rear entry w/shed roof, double-hung

windows, hipped side projections

ALTERATIONS:

1960s: L-shaped addition w/double doors on rear

elevation

QUADRANGLE NAME:

Dillon West

RELATED PLACES

<u>Dillon</u>

Dillon County



Parcel Information Report

059-13-03-001



Man Namehan	General Information	
Map Number 059-13-03-001	Legal Description1 DILLON 000000	Plat Book
Owner Name DILLON SCHOOL DIST 2	Legal Description2 1 9TH AVE & EARLE ST	Plat Page
Mailing Address1 %DSD4	Total Acreage 0.00	Description Location1
Mailing Address2 1738 HWY 301 N	Deed Book 20	Description Location2 MAPLE SCHOOL
Mailing Address3 DILLON SC	Deed Page	Sale Price \$0.00
ZipCode 29536	Class1 Code EXGC	Sale Date 1924/09/22
Physical Address	Square Feet	
Year Built	Total Number Acres	
Market Acres	Total Number Bldgs	
Market Appraisal	Total Number Lots	
Market Lots		

5-4-65-20 Visibility For Street Entrances.

At any residential or commercial drive which enters a street, nothing shall be erected, placed, planted, or allowed to grow which, in the opinion of the Code Enforcement Director, obstructs sight lines for vehicles entering the street.

5-4-65-21 Flood Plain Standards.

The Code Enforcement Director shall comply with applicable Federal Emergency Management Agency standards for development within flood plains in the issuance of any zoning permit.

5-4-65-22 Housing Construction Standards.

All conventionally constructed homes located in the city shall be built under inspection by the Building Inspector and shall comply with the applicable Southern Standard Building Codes as adopted and amended by the South Carolina Building Code Council.

§ 5-4-66 MOBILE HOME DISTRICT.

Intent. The intent of the Mobile Home District (MHD) is to provide a sound and healthy residential environment sufficient to meet the unique needs of inhabitants living in mobile homes; to protect mobile home parks from encroachment by incompatible uses; and to encourage the consolidation of mobile homes into mobile home parks. Any mobile home or mobile home park within the city shall henceforth be located in conformance with the regulations set forth herein. Note: The terms manufactured homes, and mobile homes are used interchangeably in this document.

5-4-66-1 Permitted Uses.

Bed and breakfast inns in accordance with the provisions	of
§ 5-4-66-5	
Boarding houses	
Cemeteries	
Churches and other places of worship	
Commercial horticulture or agriculture (excluding farm a	nimals)
Family day care homes in accordance with the provisions § 5-4-66-17 (excluding childcare facilities such as childcare tenters and group childcare homes engaged in business ac of providing daycare services)	re ctivities
Group homes in accordance with the provisions of § 5-4-6	56-6
Home occupations in accordance with the provisions of § 5-4-66-7	
Multi-family dwellings in accordance with the provisions Title 5, Chapter 5, Land Development Regulations	of

Private clubs for golf, tennis, swimming, and similar activities, provided all structures are set back from the property lines at least fifty (50) fcet Public recreation uses or facilities Public utility substations and facilities, public utility easements Public and private schools Retirement homes, convalescent homes, and nursing homes Single-family detached dwellings Signs, in accordance with the provisions of § 5-4-66-8 Temporary uses, in accordance with the provisions of § 5-4-66-9 Two-family dwellings (duplexes) Manufactured homes, both single wide and multiple section, located on individual lots or in manufactured housing communities and parks Cluster housing and townhouses in accordance with the provision of Title 5, Chapter 5, Land Development Regulations

(Am. Ord. 02-11, passed 6-10-2002; Am. Ord. 07-18, passed 9-10-2007; Am. Ord. 09-11, passed 6-8-2009; Am. Ord. 16-14, passed 12-12-2016)

5-4-66-2 Mobile homes on individually platted lots, provided that:

- (A) No more than one (1) mobile home shall occupy one (1) lot.
- (B) The wheels and hauling tongue for transporting the mobile home shall be removed.
- (C) The set up of the mobile home conforms to the provisions for manufactured home tie downs contained in the 2003 Building Code Appendix E and the mobile home is underpinned with brick, concrete block or continuous aluminum or vinyl siding around the perimeter of the structure.
- (D) The mobile home is located on a lot of standard size for the residential MHD and placed on the lot in such a manner as to present the front door of the structure to an official street or roadway contiguous to the lot.
- (E) The mobile home dimensions are at a minimum of twelve (12) feet by thirty-five (35) feet for double-wide mobile homes, and
 - (F) Permanent front steps or a porch are constructed, installed and attached to the mobile home.

Note: The terms manufactured homes and mobile homes are used interchangeably in this document.

(Am. Ord. 07-18, passed 9-10-2007)

5-4-66-3 Mobile Home Parks provided that:

- (A) The maximum number of mobile homes per acre shall not exceed eight (8).
- (B) Sanitary sewage, storm drainage, and water facilities shall be required.
- (C) Roadways which are not dedicated as public streets shall have a minimum travel width of twenty (20) feet exclusive of parking.
 - (D) All roadways shall be paved with cement or asphalt.
- (E) All roadway intersections shall be provided with a street light and shall not be less than two hundred (200) feet apart.
- (F) Each mobile home park shall have a minimum area of twenty thousand (20,000) square feet set aside for common open space; in the case of a mobile home park in excess of the five (5) acre minimum, or in the case of the expansion of the mobile home park, two hundred (200) square feet of common open space shall be added for each mobile home unit after the 50th unit.
- (G) Plans for driveways, drainage and utilities shall be provided to and reviewed by the city planner, engineer and building official. The building official, engineer and planner shall advise the Planning Commission in writing of any findings of fact prior to the Planning Commission's decision to recommend or deny the proposal. The building official shall also review all plans for any findings of fact which relate to the proposed mobile home park's compliance with all local and state codes regulating health and environmental sanitation.
- (H) If spaces for mobile homes are to be offered for sale, lots proposed for sale shall be recorded according to the requirements of the subdivision ordinance of the city. Application for subdivisions may be processed in conjunction with the administrative review procedure required under this ordinance to obtain authorization for development within a MHD.

Note: The terms manufactured homes and mobile homes are used interchangeably in this document.

5-4-66-4 Other Requirements.

(A) Other conditional uses may be permitted in the MHD as required, to serve exclusively, in the opinion of the Board of Zoning Appeals, the residents of that particular district on the condition that each use as proposed shall be in conformance with the current adopted standards for off-street parking and that each proposed use shall submit a landscaping plan, to include a planting plan, which shall be reviewed and approved or denied by the Planning Commission. The above conditions must be met, plans approved and conditions maintained in compliance with all applicable laws and codes for the duration of the existence of the conditional use.

- (B) The City Council may revoke any license to maintain and operate a mobile home park when the licensee has been found guilty by a court of competent jurisdiction of violating any provision of this ordinance. After such conviction, the license may be reissued if the circumstances leading to the conviction have been remedied and the park is being maintained and operated in a manner consistent with, and in full compliance of, the law.
- (C) The certification of zoning compliance shall be conspicuously posted in the office or on the premises of the mobile home park.
- (D) Existing mobile homes not in conformance with these regulations shall be considered nonconforming uses and shall be governed by the regulations set out in the City Code of Ordinances.

Note: The terms manufactured homes and mobile homes are used interchangeably in this document.

5-4-66-5 Bed and Breakfast Inns.

The following requirements shall apply to bed and breakfast inns:

- (A) The property owner shall live at the inn;
- (B) Not more than six (6) rooms shall be rented to guests;
- (C) Meals shall be served to registered guests only;
- (D) No cooking facilities shall be allowed in guest rooms;
- (E) Only short-term lodging shall be provided; monthly rentals shall be prohibited;
- (F) Use as a bed and breakfast inn shall produce no alteration or change in character or exterior appearance of the principal building from that of a dwelling;
 - (G) A sign is permitted, in accordance with the provisions of § 5-4-66-8;
 - (H) Parking is required, in accordance with the provisions of § 5-4-66-9.

5-4-66-6 Group Homes.

Group homes are intended to provide living arrangements for mentally or physically disabled persons in a neighborhood environment. Group homes provide twenty-four (24) hour care for nine (9) or fewer persons and are approved or licensed by a state agency or department or under contract with an agency or department for that purpose. Residents of a group home are perceived as a natural family as if related by blood or marriage. Following are specific procedures for locating such a home:

- (A) Prior to locating the home, the owner or operator must give prior notice to the local governing body advising of the exact site of the proposed home.
 - (B) The notice must identify the individual responsible for site selection.
- (C) If the local governing body objects to the selected site, it must notify the individual responsible for site selection within fifteen (15) days of receiving the notice. It must also appoint a representative to assist in selecting a comparable, alternate site. This triggers the following actions:
- (1) The site selection representative of the entity and the representative of the governing body must select a third, mutually agreeable person to assist with the selection.
- (2) The three (3) people have forty five (45) days to make a final site selection by majority vote.
 - (3) This final site selection is binding on both the proposing entity and the governing body.
- (D) In the event no selection is made by the end of the forty-five (45) day period, the entity establishing the home shall select the site without further proceedings.
 - (E) An application for a variance is not required.
- (F) The licensing agency must screen prospective residents of these homes to ensure that the placement is appropriate.
- (G) The licensing agency shall conduct reviews of these homes at least every six (6) months to promote the rehabilitative purposes of the homes and to confirm compatibility with their neighborhoods.
- (H) If the City of Dillon determines that other requirements of this ordinance or other ordinances is violated by these procedures, it may apply to a court of competent jurisdiction for injunctive or such other relief as the court may consider proper.

5-4-66-7 Home Occupations.

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Home occupations are permitted in residential zones. The following requirements shall apply to home occupations:

- (A) Only members of the family residing on the premises shall be engaged in the occupation;
- (B) The occupation shall not involve the retail sale of merchandise manufactured off the premises;
 - (C) No display of merchandise shall be visible from the street;

- (D) The occupation shall not, in the opinion of the Code Enforcement Director, create a nuisance or cause undue disturbance in the neighborhood due to noise, fumes, or other impacts from the operation of the occupation;
- (E) No sign shall be permitted, except one (1) non-illuminated nameplate not more than two (2) square feet in area mounted flat against the wall of the principal building in which the occupation is conducted; sign standards are found in § 5-4-66-8;
- (F) Off-street parking shall be provided in accordance with the provisions set forth in § 5-4-66-10;
- (G) The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than twenty-five percent (25%) of the floor area of the dwelling unit shall be used in the conduct of the home occupation. An accessory building may be used for home occupations, providing it is no larger than two hundred fifty (250) square feet.

5-4-66-8 Sign Standards,

- (A) *Permit*. A permit shall be secured for the establishment, major alteration, or moving of any sign two (2) square feet or more in area, except for temporary signs.
- (B) Sign Required. Each residence or other principal building shall have posted on the front exterior the proper street address, with numerals a minimum of three (3) inches in height.
 - (C) Prohibited Signs. The following signs are prohibited within the MH District:
- (1) Signs which imitate an official sign or signal or which contain the words stop, go slow, caution, danger, warning, or similar words or characters which might mislead or confuse the driver of a vehicle.
- (2) Signs which are of a size, location, movement, content, coloring, or manner of illumination which may be confused with or construed to be a traffic control device or which hide from view any traffic or street sign or signal or which obstruct the view in any direction at a street or road intersection.
- (3) All parts of signs which advertise an activity, business, product, or service no longer produced or conducted on the premises upon which the sign is located; except where a succeeding owner or lessee agrees to maintain the signs as provided in this ordinance.
 - (4) Signs which are pasted or attached to utility poles, trees, fences, or other signs.
- (5) Signs which swing or otherwise noticeably move as a result of wind pressure because of the manner of suspension or attachment, except for flags, banners and pennants.

- (6) Signs which display intermittent or flashing illumination.
- (7) Signs which extend above the roof of any building.
- (8) Prohibited Signs on Rights-of-way. Political signs, advertising signs, mobile signs, temporary signs, banners or pennants located in the public rights-of-way or private easements of streets and roads within the corporate limits of Dillon are prohibited unless approval to erect or construct such signs has been permitted by the South Carolina Department of Transportation and/or City of Dillon.

(9) Violation.

- (a) Any person violating any provision of § 5-4-66-8(C)(8) by erecting or constructing political signs, advertising signs, mobile signs, temporary signs, banners or pennants in the public rights-of-way or private easements of streets and roads within the corporate limits of Dillon without obtaining approval from the South Carolina Department of Transportation and/or City of Dillon shall be deemed guilty of an offense and shall be subject to a fine of up to two hundred dollars (\$200) or imprisonment for not more than thirty (30) days upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall be considered a separate offense.
- (b) In addition to the fine hereinabove provided, the city may remove the prohibited signs, banners or pennants from the public rights-of-way or private easements of streets and roads within the city limits. Removal of prohibited signs, banners or pennants by the city shall not relieve the offender from being subject to a misdemeanor for violation of this ordinance.
- (D) *Illumination*. Signs illuminated by direct lighting shall have such lighting shielded so that no direct light will shine on abutting properties or in the normal line of vision of the public using the streets or sidewalks.
- (E) Maintenance. The person, firm, or corporation owning or using the sign shall be responsible for maintaining the sign in a structurally sound condition and for keeping the area surrounding the base of the sign clear of trash and debris.
- (F) Removal of On-Premises Signs. The removal of any on-premises sign erected or maintained in violation of this ordinance or any on-premises sign which has been abandoned, destroyed, or substantially damaged, shall be ordered by the Code Enforcement Director. Ten (10) days notice in writing shall be given to the owner of such sign, or of the building or premises on which such sign is located, to remove the sign or bring it into compliance with this ordinance. Upon failure to remove the sign, the city may remove the sign and any costs of removal incurred by the city may be collected in a manner prescribed by law.
- (G) Temporary Signs. All temporary signs shall be removed within two (2) weeks following completion of the event or project for which the sign was displayed, the sale of property for which the sign was posted, or the election for which political signs were erected.

(H) Signs Permitted in the MH District.

- (1) One (1) non-illuminated occupancy sign or nameplate not exceeding two (2) square feet in area mounted flat against the wall of the principal building in which a permissible home occupation is located.
- (2) One (1) unlighted temporary real estate sign on a property offered for sale or rent, not exceeding eight (8) square feet.
- (3) Temporary signs of contractors, architects, engineers, and artisans during construction, providing such signs are located on the premises and shall be removed promptly after completion of the work.
- (4) One (1) illuminated non-flashing sign identifying a bed and breakfast inn or boarding house, providing it is located on the premises and does not exceed four (4) square feet and providing it is no closer than five (5) feet to a property line.
- (5) Temporary signs pertaining to special events or political campaigns, provided they are located on the premises and do not exceed two (2) square feet.
 - (6) Signs incident to legal process and necessary for public safety and welfare.
- (7) One (1) identification sign, which may be illuminated, not exceeding six (6) square feet, for a club, group home, multi-family housing project, retirement home, cemetery, public recreation area, or other permitted use, provided the sign is located on the premises.
- (8) One (1) identification sign, which may be illuminated, for a school or church or other house of worship, not exceeding twelve (12) square feet, provided the sign is located on the premises. (Am. Ord. 06-12, passed 6-12-2006; Am. Ord. 07-18, passed 9-10-2007; Am. Ord. 10-12, passed 11-8-2010)

5-4-66-9 Temporary Use.

A temporary use permit may be issued by the Code Enforcement Director for a period not to exceed one (1) year for non-conforming buildings, structures, or uses incidental to building construction or land development or deemed to be generally beneficial, upon condition that the building, structure or use shall be removed upon expiration of the permit.

5-4-66-10 Off-Street Parking.

(A) Off-Street Parking Required. Permanent off-street parking spaces shall be provided at the time of the erection, enlargement, change in use, or increase in capacity of any building. The number of spaces required shall conform to the standards of this section. Each application for a building permit, zoning permit, or certificate of occupancy shall include a plan showing the space reserved for off-street

parking and the means of ingress to and egress from such space. This information shall be in a format sufficient for the Code Enforcement Director to determine if the requirements of this section are met.

(B) Travel or Camping Trailers.

- (1) Not more than one (1) travel or camping trailer for each family living on the premises shall be permitted on a lot in the MH Mobile Home District.
- (2) Travel or camping trailers are allowed to be parked or stored only in the rear yard and side yard on a lot in the MH Mobile Home District.
- (3) No travel or camping trailers shall be permitted to be parked within the front yard on a lot in the MH Mobile Home District.
- (4) Travel or camping trailers shall not be occupied temporarily or permanently while parked or stored in the MH Mobile Home District.

(C) Commercial Vehicles.

- (1) No commercial tractor trailers, farm vehicles, tankers or commercial buses (excluding church buses, school buses or Pee Dee Regional Transportation Authority buses) shall be permitted to be parked or stored in the MH Mobile Home District.
- (2) Commercial tractors are allowed to be parked in the MH Mobile Home District only at the principal residence of the driver and shall meet all minimum setback requirements in accordance with § 5-4-66-11.
- (3) Parking of commercial tractors shall be limited to one (1) vehicle per principal residence of the driver. Idling of the engine of commercial tractors parked on residential premises shall not exceed five (5) minutes.
- (4) It shall be prohibited for anyone to perform preventive maintenance on commercial tractors when parked on residential premises. (Exception: Minor emergency repairs such as battery replacement.)

(Am. Ord. 00-17, passed 7-10-2000; Am. Ord. 08-26, passed 11-10-2008)

Zoning Regulation

- (D) Accessibility. Parking areas shall meet the requirements of the South Carolina Board for Barrier-Free Design for accessibility to disabled persons in relation to parking spaces and sizes.
- (E) Size of Parking Space. The parking space for each vehicle shall consist of a rectangular area having dimensions of not less than nine (9) feet wide by nineteen (19) feet long. In parking lots of more than ten (10) spaces, not more than twenty percent (20%) of the spaces may be designated for compact vehicles and may have dimensions of eight (8) feet wide by sixteen (16) feet long. Aisles for ingress and egress to parking spaces shall be at least twenty (20) feet in width for head-in lot arrangements and fifteen (15) feet in width for angled lot arrangements.
- (F) Minimum Off-Street Parking Requirements. These standards are minimum; a developer should provide the number of spaces necessary to adequately accommodate parking for the planned use.

Bed and breakfast inn	Two (2) spaces for the owners, plus one (1) space for each room for rent
Boarding house	One (1) space for each room for rent
Church or place of worship	One (1) space for each four (4) seats in the sanctuary or assembly room
Day care facility	One (1) space for each adult attendant
Dwelling, single-family, two-family, and manufactured home	Two (2) spaces for each dwelling unit
Dwelling, multi-family	One and one-half (1-1/2) spaces for each dwelling unit
Elementary school	One (1) space for each vehicle owned or operated by or for the school, plus two (2) spaces for each classroom and office
Group home	One (1) space for each resident advisor, plus one (1) space for each agency vehicle used to transport clients
Home occupation	One (1) space for each one hundred (100) square feet of space devoted to the home occupation, plus the normal residential requirement
Junior high or middle	One (1) space for each vehicle owned or operated by or for the school, plus two (2) spaces for each classroom and office
Nursing home, retirement home	One (1) space for each five (5) beds or rooms intended for patient use
Public or private club	One (1) space for each two hundred (200) square feet of gross floor space
Public utility building	One (1) space for each two hundred (200) square feet of floor area available to the public, plus one (1) space for each employee
Senior high school	One (1) space for each four (4) students, plus one (1) space for each faculty member and employee plus one (1) space for each vehicle owned and operated by or for the school, or one (1) space for each four (4) seats in the auditorium, whichever is larger
Stadium	One (1) space for each four (4) spectator seats

(Am. Ord. 07-18, passed 9-10-2007; Am. Ord. 13-07, passed 10-14-2013)

Lot Size and Setbacks. 5-4-66-11

(A) Minimum lot size and setbacks shall be in accordance with the following schedule of dimensional requirements

Minimum lot area	5,000 square feet for single-family dwelling	
	6,000 square feet for two-family dwellings	
Front setback minimum	20 feet	
Side setback minimum	5 feet	
Rear setback minimum	20 feet	

(B) An accessory building or use may be located within the rear setback, provided that it is not located closer than four (4) feet to any property line. Structures on corner lots shall observe the front yard requirements of the street which they face. Side yard requirements on corner lots shall be ten (10) feet greater than the minimum setback on the side of the lot facing the street. No accessory building on the corner lot shall extend beyond the building line of structures facing the intersecting street; provided that this requirement shall not be applied so as to reduce the building width of a corner lot of record at the time of passage of this ordinance to less than thirty (30) feet.

(Am. Ord. 07-18, passed 9-10-2007)

Height Standards. 5-4-66-12

The maximum height of any building is limited to thirty-five (35) feet, with the following exceptions:

(A) Structures Permitted Above the Height Limit.

Chimneys, poles, spires, tanks, towers (except communications towers), masts, and other similar structures not used for human occupancy may exceed the district height limit. However, such structures shall be separated from any adjoining lot line of a lot in a residential zone by a distance equal to one (1) foot for each two (2) feet of structure height.

(B) Roof Structures Housing Equipment.

Roof structures for housing elevators, stairways, ventilating fans, heating or air conditioning equipment, or similar equipment required for the operation and maintenance of a building may be erected above the height limit in this district.

Visibility At Intersections. 5-4-66-13

On any corner lot on which a front and side setback is required, nothing shall be erected, placed, planted, or allowed to grow which obstructs sight lines within a height of two and one-half (2-1/2) feet above the crown of the adjacent roadway and ten (10) feet in a triangular area formed by measuring from the point of the intersection of the front and exterior side lot lines and connecting the points so established to form a triangle on the area of the lot adjacent to the street intersection. Trees shall be permitted within the triangular area provided no branches are within ten (10) feet above the street.

Visibility For Street Entrances.

At any residential or commercial drive which enters a street, nothing shall be erected, placed, 5-4-66-14 planted, or allowed to grow which, in the opinion of the Code Enforcement Director, obstructs sight lines for vehicles entering the street.

Flood Plain Standards.

The Code Enforcement Director shall comply with applicable Federal Emergency Management 5-4-66-15 Agency standards for development within flood plains in the issuance of any zoning permit.

Housing Construction Standards.

All conventionally constructed homes located in the city shall be built under inspection by the 5-4-66-16 Building Inspector and shall comply with the applicable International Building Codes as adopted and amended by the South Carolina Building Code Council. Manufactured homes located in the city after the adoption of this ordinance shall have evidence of inspection during construction under the standards of the U. S. Department of Housing and Urban Development under authority of 42 U.S.C. § 5401 and shall meet these standards upon location within the city. (Am. Ord. 07-18, passed 9-10-2007)

Family Day Care Homes (M-H) District. 5-4-66-17

In addition to the definitions which follow, words not defined herein shall have the (A) Definitions. meanings stated in the latest edition of the South Carolina Department of Social Services Regulations for

CAREGIVER means any person whose duties include direct care, supervision, and Family Day Care Homes: guidance of children in a family day care home.

CHILDCARE OPERATOR means the person ultimately responsible for the overall operation of the family day care home.

FAMILY DAY CARE HOME means a state licensed or approved registered facility within a residence occupied by the operator in which childcare is provided on a regular basis for periods of less than twenty-four (24) hours per day for no more than six (6) children, unattended by a parent or legal

2009 S-4

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guardian, including those children living in the home and children received for childcare who are related to the resident caregiver.

INFANT means a child age twelve (12) months or younger.

MINOR CHILD means a person who has not reached the eighteenth birthday.

REGISTRATION means the process whereby all family day care homes are licensed/approved and regulated in accordance with the provisions of the latest edition of the South Carolina Department of Social Services Regulations and South Carolina Child Care Licensing Law for Family Day Care Homes.

RELATED means any of the following relationships by marriage, blood, or adoption: parent, grandparent, brother, sister, stepparent, stepsister, stepbrother, uncle, aunt, cousin of the first degree.

REGULARLY, OR ON A REGULAR BASIS: these terms refer to the frequency with which childcare services are available and provided at a family day care home in any one (1) week; these terms mean the availability and provision of periods of daycare less than twenty-four (24) hours per day in such week, in a place other than the child's or the children's own home or homes.

(B) Application Procedure.

Applications for family day care homes within a (M-H) Mobile Home District shall be submitted for approval to the Zoning Board of Appeals and shall include the following information and any reasonable additional information requested:

- (1) Childcare operator must own the property of the proposed day care location or provide a letter of approval from the property owner giving approval and authorization to the childcare operator to operate a family day care home at that location.
- (2) The family day care home hours of operation must be reviewed and approved by the Board. No after dark operating hours are permitted.
 - (3) A clearly identified children's drop-off and pick-up zone must be identified.
 - (4) Off-street parking for employees and two (2) visitor slots are required.
- (5) A Recreation Plan must be submitted to the Board. The Board will review the plan for location, visibility, congestion, safety and other factors. No outdoor recreation activities shall be permitted before 9:00 a.m.
 - (6) An exterior lighting plan must be submitted to, and approved by the Board.

- (7) No activities associated with family day care homes, except drop-off and pick-up of children, may take place in the front yard of the day care location.
- (8) Family day care home recreation activities must be located within the rear of the yard and enclosed by a brick, masonry, chain linked or other similar fence which cannot be buckled or moved by a seventy-five (75)-pound child running into the fence. Such fence must be constructed in such a way that will prevent a child from easily climbing over or going under the fence. The recreation area must be a minimum of four hundred fifty (450) square feet for one (1) to six (6) children.
- (9) No external sign shall exceed one (1) square foot. Signs must be non-illuminated, non-animated and shall be attached to the house.
 - (10) The front of the family day care home must be landscaped to appear as a residence.
- (11) The family day care home and grounds must be kept painted, mowed and clean at all times.
 - (12) The color of the family day care home must be homogeneous with the neighborhood.

(C) Business License Required.

A business license is required prior to engaging in business as a family day care home. No business license shall be issued to a childcare operator of a proposed family day care home until the location has been approved by the Board of Zoning Appeals and a registered and/or licensed approval has been obtained from the South Carolina Department of Social Services for compliance with the Regulations for Family Day Care Homes.

(D) Conflict with other Laws, Ordinances, Regulations and Restrictive Covenants.

Whenever the requirements made under authority of these regulations impose higher standards than are required in any statute or local ordinance or regulation or restrictive covenants, provisions of the regulations shall govern. Whenever the provisions of any other statute or local ordinance or regulation or restrictive covenants impose higher standards than are required by these regulations, the provisions of such statute or local ordinance or regulation or restrictive covenant shall apply.

(Ord. 09-10, passed 6-8-2009)

§ 5-4-67 RU RURAL DISTRICT.

This district is intended to: (1) protect and encourage agricultural endeavors and promote the wise use of prime agricultural and forest lands; (2) protect and encourage the integrity of existing rural communities; (3) protect valuable natural and cultural resources; (4) maintain open space and scenic areas contiguous to development areas.

5-4-67-1 Permitted Uses.

Building material suppliers, plumbing, heating, air conditioning, and electrical sales and services

Churches and other places of worship

Clubs, lodges, civic, fraternal, social, or similar non-profit organizations

Commercial horticulture or agriculture (excluding farm animals)

Convenience stores

Day care facilities

Finance, insurance, and real estate offices, including banks and loan offices

Funeral homes and mortuaries

Government buildings or facilities

Horticultural nurseries and greenhouses

Hospital

Hotels and motels

Offices for commercial, personal medical, legal and other services

Parking lots in accordance with § 5-4-67-8

Printing plants for newspapers and other printers

Public utility substations and facilities, public utility easements

Recreational vehicle parks, in association with a hotel or motel, and subject to the provisions of the City of Dillon Land Development Regulations

Retail trade involving the sale of merchandise on premises, including food stores, retail stores, automobile dealers, service stations, apparel and accessories, eating and drinking establishments primarily engaged in the retail sale of prepared food and drinks which may also serve alcoholic beverages as a subordinate to meals for on-premises consumption (but excluding alcoholic drinking establishments primarily engaged in the retail sale of alcoholic drinks, such as night clubs, saloons, taverns, wine bars, beer garden drinking places, beer parlor tap rooms, beer taverns, bottle club drinking places, cabarets, cocktail lounges, discotheque alcoholic beverages, tap room drinking places and alcoholic beverage bar drinking places primarily providing services such as beer, ale, wine, whiskey and liquor for on-premise consumption.)(Manufactured home sales lots, boat and trailer sales are also hereby excluded)

Retirement homes, convalescent homes, and nursing homes

900 Patriot Street, Dillon, South Carolina 29536

900 Patriot Street, Dillon, South Carolina 29536

MLS#: 4300716 Category: Lots/Acres/Farms

County: Dillon Tax Val: \$0 Status: City Tax Pd To: Dillon

Subdivision: Complex:

Zoning Spec: City Zonina:

069-03-11-005 Deed Ref: Parcel ID: 61-273

Legal Desc: SOUTH DILLON SCHOOL OUTSIDE DILLON Apprx Acres: 8.20 Apx Lot Dim:

Cleared Lot Desc:

List Price: \$1 Auction/Absolute Starting Bid



Apprx Acres: Sewer: **City Sewer** Acres Cleard: Water: City Water Acres Wood: Min SF to Bld: Dwellings:

Beds Septic:

Prop Found: Rd Frontage: **City Street** Lot Desc: Cleared

Restrictions: Other - See Remarks

<u>Additional Information</u>

Prop Finance: Cash, Conventional Lease Considered: No

Ownership: Seller owned for at least one year Spcl Cond: None

Rd Respons: **Publicly Maintained Road**

Features

Lot Description: Cleared

Fixtures Exclsn: No Basement Dtls:

Exterior Cover: Road Frontage: City Street/700

Road Surface: **Paved** Patio/Porch: Other - See Remarks Fire Sprinkler: Suitable Use:

Association Information Subject to HOA: None Subj to CCRs: Undiscovered HOA Subj Dues:

Remarks Information

Public Rmrks: 8.2± acres zoned within the city limits of Dillon, formerly known as South Elementary School. The property

includes a school building of approximately 21,100 square feet situated on a large tract with ample open grounds. Utilities are currently on and operating, though the building does reflect deferred maintenance. With its size, location, and infrastructure already in place, the property presents opportunities for redevelopment, institutional or community use, or long-term investment potential. Note: Price shown is for listing purposes only and is not the sale price. This property will be sold at Absolute Auction-meaning it will sell to the highest bidder, regardless of price. Auctions are a fast, fair, and transparent way to purchase real estate, giving every qualified bidder an equal opportunity to own. Bidding is open - What is it worth to you? Auction closes Wednesday, November 6th at 12:00 Noon. Be ready to make your move! Disclaimer: Acreage and square footage are based on county GIS records and are estimates only, not guaranteed to be accurate. All due diligence, including but not limited to property inspection, measurements, and verification of information, is the sole responsibility of the buyer. All sales are final, and all property is sold AS IS, WHERE

IS, with no warranties expressed or implied.

Listing Information DOM: 0 CDOM: SIr Contr: UC Dt: DDP-End Dt:

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MLS#: **4300716**

900 Patriot Street, Dillon, SC 29536

Price: \$1

Directions:





















Type notes here

Printed 06/25/2025

The purpose of this map is to display the geographic location of a variety of data sources frequently updated from local government and other agencies. Neither WTH Technology nor the agencies providing this data make any warranty concerning its accuracy or merchantability. And no part of it should be used as a legal description or document.

069-03-11-005

General Assessment Structure

Owner and General Parcel Information

Customer Links	<u>OnlineTaxes</u>		
Property Card	Show Property Card		
Map Number	069-03-11-005		
Owner Name	DILLON SCHOOL DIST 2		
Mailing Address1	%DSD4		
Mailing Address2	1738 HWY 301 N		
Mailing Address3	DILLON SC		
Mailing ZipCode	29536		
Physical Address	0		
Legal Description1	OUTSIDE DILLON 000000		
Legal Description2			
Total Acreage	0.00		
Deed Book	61		
Deed Page	273		
Plat Book			
Plat Page			

Description Location	SOUTH DILLON SCHOOL	
Description Location2		
Sale Price	\$10,325.00	
Sale Date	1954/01/06	

Assessment Information

Building Market Appraisal	
Land Market Appraisal	
Total Market Appraisal	
Total Number Acres	0.00
Total Number Buldings	0
Total Number Lots	1

Structure Information

Number Of Bedrooms Number Of Stories Square Foot Basement Square Foot Carport Square Foot Garage Square Foot Storage Square Foot Total Square Foot First Floor Square Foot Second Floor Year Built		Structure information		
Number Of Stories Square Foot Basement Square Foot Carport Square Foot Garage Square Foot Storage Square Foot Total Square Foot First Floor Square Foot Second Floor Year Built	0.00	Number Of Baths		
Square Foot Basement Square Foot Carport Square Foot Garage Square Foot Storage Square Foot Total Square Foot First Floor Square Foot Second Floor Year Built	0	Number Of Bedrooms		
Square Foot Carport Square Foot Garage Square Foot Storage Square Foot Total Square Foot First Floor Square Foot Second Floor Year Built	0.00	Number Of Stories		
Square Foot Garage Square Foot Storage Square Foot Total Square Foot First Floor Square Foot Second Floor Year Built	0	Square Foot Basement		
Square Foot Storage Square Foot Total Square Foot First Floor Square Foot Second Floor Year Built	0	Square Foot Carport		
Square Foot Total Square Foot First Floor Square Foot Second Floor Year Built	0	Square Foot Garage		
Square Foot First Floor Square Foot Second Floor Year Built	0	Square Foot Storage		
Square Foot Second Floor Year Built	0	Square Foot Total		
Year Built	0	Square Foot First Floor		
	0	Square Foot Second Floor		
	0	Year Built		
Workmanship		Workmanship		

Dillon County ONLINE TAX PAYMENT

Notice #: 006283243

Status: Paid

Date Paid: 03/16/25

Issue Date: 09/26/24

Total Paid: \$0.00

Tax Information

Name: DILLON SCHOOL DIST 2

Tax Year: 2024

District/Levy: 2 / 364.5

City/Levy: DL / 100.

Total Appraisal: 0

Total Assessed: 0

Property Information

Record Type: Real Estate

Map Number: 069-03-11-005

Acres: .00

Description: SOUTH DILLON SCHOOL

Taxes

County Tax: \$0.00

City Tax: \$0.00

Fees: \$0.00

Residential Exemption: \$0.00

Homestead Exemption: \$0.00

Other Exemptions: \$0.00

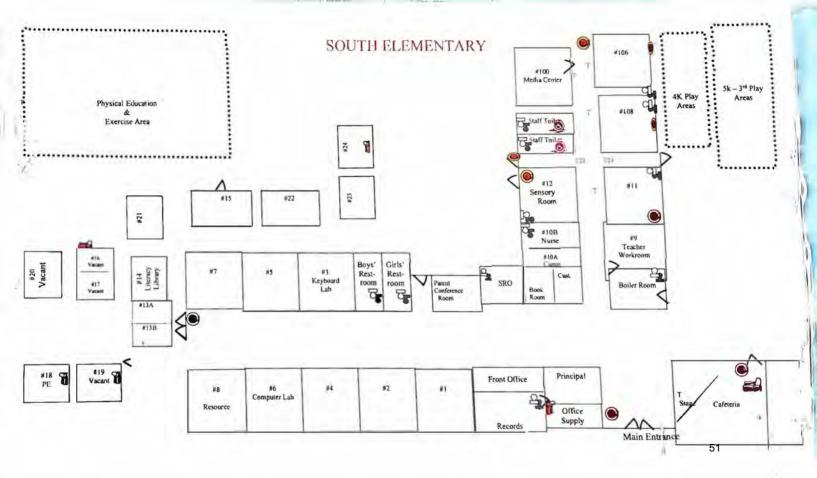
Local Option Credit: \$0.00

Total Taxes: \$0.00



Printed 09/03/2025

The purpose of this map is to display the geographic location of a variety of data sources frequently updated from local government and other agencies. Neither WTH Technology nor the agencies providing his data make any warranty concerning its accuracy or merchantability. And no part of it should be used as a legal description or document.



Parcel Information Report

069-03-11-005



Mailing Address2 1738 HWY 301 N Mailing Address3 Deed Page 273 Deed Page 273 Sale Price \$10,325.00 ZipCode 29536 Class1 Code EXGC Square Feet 0 Year Built 0 Total Number Acres 0 Market Acres 0 Total Number Bldgs 0 Market Appraisal 0 Total Number Lots	Owner Name DILLON SCHOOL DIST 2 Mailing Address1 %DSD4 Mailing Address2 1738 HWY 301 N	Legal Description2 Total Acreage 0.00	Plat Page
Mailing Address1	Mailing Address1 %DSD4 Mailing Address2 1738 HWY 301 N	Total Acreage 0.00	
Mailing Address2 1738 HWY 301 N Deed Book 61 Deed Page 273 Sale Price \$10,325.00 ZipCode 29536 Class1 Code EXGC Physical Address Square Feet 0 Year Built 0 Market Acres 0 Market Appraisal 0 Total Number Lots 1 Total Number Lots 1 Market Lots	Mailing Address2 1738 HWY 301 N	1 0.00	Description Location1
Mailing Address3 Dillon SC Deed Page 273 Sale Price \$10,325.00 ZipCode 29536 Class1 Code EXGC Sale Date 1954/01/06 Physical Address Square Feet 0 Year Built Total Number Acres 0,00 Market Acres 0 Total Number Bldgs 0 Market Appraisal Total Number Lots 1 Market Lots		Deed Book	
ZipCode	Mailing Address?	61	Description Location2
Physical Address Square Feet Year Built O Total Number Acres O Market Acres O Total Number Bldgs O Market Appraisal O Market Lots	DILLON SC	Deed Page 273	
Year Built Total Number Acres 0,00 Market Acres Total Number Bldgs Total Number Lots Total Number Lots 1 Market Lots	ZipCode 29536		
Market Acres Omega	Physical Address		
Market Appraisal Total Number Lots Market Lots	Year Built 0		
Market Lots		Total Number Bldgs	
	Market Appraisal	Total Number Lots	

8 5-4-57 R-5 HIGH DENSITY RESIDENTIAL DISTRICT

This district is intended to provide for a similar mix of uses as the R-7 District, but to allow for a slightly higher density.

5-4-57-1 Permitted Uses.

Bed and breakfast inns in accordance with the provisions of § 5-4-57-2

Boarding houses

Cemeteries

Churches and other places of worship

Commercial horticulture or agriculture (excluding farm animals)

Family day care homes in accordance with the provisions of § 5-4-57-14 (excluding childcare facilities such as childcare centers and group childcare homes engaged in business activities of providing daycare services)

Group homes in accordance with the provisions of § 5-4-57-3

Home occupations in accordance with the provisions of § 5-4-57-4

Multi-family dwellings in accordance with the provisions of Title 5, Chapter 5, Land Development Regulations

Private clubs for golf, tennis, swimming, and similar activities, provided all structures are set back from the property lines at least fifty (50) feet

Public recreation uses or facilities

Public utility substations and facilities, public utility easements

Public and private schools

Retirement homes, convalescent homes, and nursing homes

Single-family detached dwellings

Signs, in accordance with the provisions of \S 5-4-57-5

Temporary uses, in accordance with the provisions of § 5-4-57-6

Two-family dwellings (duplexes)

Cluster housing and townhouses in accordance with the provision of Title 5, Chapter 5, Land Development Regulations

(Am. Ord. 02-11, passed 6-10-2002; Am. Ord. 07-18, passed 9-10-2007; Am. Ord. 09-11, passed 6-8-2009; Am. Ord. 16-14, passed 12-12-2016)

5-4-57-2 Bed and Breakfast Inns.

The following requirements shall apply to bed and breakfast inns:

(A) The property owner shall live at the inn;

- (B) Not more than six (6) rooms shall be rented to guests;
- (C) Meals shall be served to registered guests only;
- (D) No cooking facilities shall be allowed in guest rooms;
- (E) Only short-term lodging shall be provided; monthly rentals shall be prohibited;
- (F) Use as a bed and breakfast inn shall produce no alteration or change in character or exterior appearance of the principal building from that of a dwelling;
 - (G) A sign is permitted, in accordance with the provisions of § 5-4-57-5;
 - (H) Parking is required, in accordance with the provisions of § 5-4-57-7.

5-4-57-3 Group Homes.

Group homes are intended to provide living arrangements for mentally or physically disabled persons in a neighborhood environment. Group homes provide twenty-four (24) hour care for nine (9) or fewer persons and are approved or licensed by a state agency or department or under contract with an agency or department for that purpose. Residents of a group home are perceived as a natural family as if related by blood or marriage. Following are specific procedures for locating such a home:

- (A) Prior to locating the home, the owner or operator must give prior notice to the local governing body advising of the exact site of the proposed home.
 - (B) The notice must identify the individual responsible for site selection.
- (C) If the local governing body objects to the selected site, it must notify the individual responsible for site selection within fifteen (15) days of receiving the notice. It must also appoint a representative to assist in selecting a comparable, alternate site. This triggers the following actions:
- (1) The site selection representative of the entity and the representative of the governing body must select a third, mutually agreeable person to assist with the selection.
- (2) The three (3) people have forty-five (45) days to make a final site selection by majority vote.
 - (3) This final site selection is binding on both the proposing entity and the governing body.
- (D) In the event no selection is made by the end of the forty-five (45) day period, the entity establishing the home shall select the site without further proceedings.
 - (E) An application for a variance is not required.

- (F) The licensing agency must screen prospective residents of these homes to ensure that the placement is appropriate.
- (G) The licensing agency shall conduct reviews of these homes at least every six (6) months to promote the rehabilitative purposes of the homes and to confine compatibility with their neighborhoods.
- (H) If the City of Dillon determines that other requirements of this ordinance or other ordinances is violated by these procedures, it may apply to a court of competent jurisdiction for injunctive or such other relief as the court may consider proper.

5-4-57-4 Home Occupations.

Home occupations are permitted in residential zones. The following requirements shall apply to home occupations:

- (A) Only members of the family residing on the premises shall be engaged in the occupation;
- (B) The occupation shall not involve the retail sale of merchandise manufactured off the premises;
 - (C) No display of merchandise shall be visible from the street,
- (D) The occupation shall not, in the opinion of the Code Enforcement Director, create a nuisance or cause undue disturbance in the neighborhood due to noise, fumes, or other impacts from the operation of the occupation;
- (E) No sign shall be permitted, except one (1) non-illuminated nameplate not more than two (2) square feet in area mounted flat against the wall of the principal building in which the occupation is conducted; sign standards are found in § 5-4-57-5;
- (F) Off-street parking shall be provided in accordance with the provisions set forth in § 5-4-57-7;
- (G) The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than twenty-five percent (25%) of the floor area of the dwelling unit shall be used in the conduct of the home occupation. An accessory building may be used for home occupations, providing it is no larger than two hundred fifty (250) square feet.

5-4-57-5 Sign Standards.

(A) *Permit*. A permit shall be secured for the establishment, major alteration, or moving of any sign two (2) square feet or more in area, except for temporary signs.

- (B) Sign Required. Each residence or other principal building shall have posted on the front exterior the proper street address, with numerals a minimum of three (3) inches in height.
 - (C) Prohibited Signs. The following signs are prohibited within the R-5 District:
- (1) Signs which imitate an official sign or signal or which contain the words stop, go slow, caution, danger, warning, or similar words or characters which might mislead or confuse the driver of a vehicle.
- (2) Signs which are of a size, location, movement, content, coloring, or manner of illumination which may be confused with or construed to be a traffic control device or which hide from view any traffic or street sign or signal or which obstruct the view in any direction at a street or road intersection.
- (3) All parts of signs which advertise an activity, business, product, or service no longer produced or conducted on the premises upon which the sign is located; except where a succeeding owner or lessee agrees to maintain the signs as provided in this ordinance.
 - (4) Signs which are pasted or attached to utility poles, trees, fences, or other signs.
- (5) Signs which swing or otherwise noticeably move as a result of wind pressure because of the manner of suspension or attachment, except for flags, banners and pennants.
 - (6) Signs which display intermittent or flashing illumination.
 - (7) Signs which extend above the roof of any building.
- (8) Prohibited Signs on Rights-of-way. Political signs, advertising signs, mobile signs, temporary signs, banners or pennants located in the public rights-of-way or private easements of streets and roads within the corporate limits of Dillon are prohibited unless approval to erect or construct such signs has been permitted by the South Carolina Department of Transportation and/or City of Dillon.

(9) Violation.

(a) Any person violating any provision of § 5-4-57-5(C)(8) by erecting, constructing or maintaining political signs, advertising signs, mobile signs, temporary signs, banners or penuants in the public rights-of-way or private easements of streets and roads within the corporate limits of Dillon without obtaining approval from the South Carolina Department of Transportation and/or City of Dillon shall be deemed guilty of an offense and shall be subject to a fine of up to two hundred dollars (\$200) or imprisonment for not more than thirty (30) days upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall be considered a separate offense.

- (b) In addition to the fine hereinabove provided, the city may remove the prohibited signs, banners or pennants from the public rights-of-way or private easements of streets and roads within the city limits. Removal of prohibited signs, banners or pennants by the city shall not relieve the offender from being subject to a misdemeanor for violation of this ordinance.
- (D) *Illumination*. Signs illuminated by direct lighting shall have such lighting shielded so that no direct light will shine on abutting properties or in the normal line of vision of the public using the streets or sidewalks.
- (E) Maintenance. The person, firm, or corporation owning or using the sign shall be responsible for maintaining the sign in a structurally sound condition and for keeping the area surrounding the base of the sign clear of trash and debris.
- (F) Removal of On-Premises Signs. The removal of any on-premises sign erected or maintained in violation of this ordinance or any on-premises sign which has been abandoned, destroyed, or substantially damaged, shall be ordered by the Code Enforcement Director. Ten (10) days notice in writing shall be given to the owner of such sign, or of the building or premises on which such sign is located, to remove the sign or bring it into compliance with this ordinance. Upon failure to remove the sign, the City of Dillon may remove the sign and any costs of removal incurred by the city may be collected in a manner prescribed by law.
- (G) Temporary Signs. All temporary signs shall be removed within two (2) weeks following completion of the event or project for which the sign was displayed, the sale of property for which the sign was posted, or the election for which political signs were erected.
 - (H) Signs Permitted in the R-5 District.
- (1) One (1) non-illuminated occupancy sign or nameplate not exceeding two (2) square feet in area mounted flat against the wall of the principal building in which a permissible home occupation is located.
- (2) One (1) unlighted temporary real estate sign on a property offered for sale or rent, not exceeding eight (8) square feet.
- (3) Temporary signs of contractors, architects, engineers, and artisans during construction, providing such signs are located on the premises and shall be removed promptly after completion of the work.
- (4) One (1) illuminated non-flashing sign identifying a bed and breakfast inn or boarding house, providing it is located on the premises and does not exceed four (4) square feet and providing it is no closer than five (5) feet to a property line.
- (5) Temporary signs pertaining to special events or political campaigns, provided they are located on the premises and do not exceed two (2) square feet.

- (6) Signs incident to legal process and necessary for public safety and welfare.
- (7) One (1) identification sign, which may be illuminated, not exceeding six (6) square feet, for a club, group home, multi-family housing project, retirement home, cemetery, public recreation area, or other permitted use, providing it is located on the premises.
- (8) One (1) identification sign, which may be illuminated, for a school or church or other house of worship, not exceeding twelve (12) square feet, providing it is located on the premises. (Am. Ord. 06-12, passed 6-12-2006; Am. Ord. 07-18, passed 9-10-2007; Am. Ord. 10-12, passed 11-8-2010)

5-4-57-6 Temporary Use.

A temporary use permit may be issued by the Code Enforcement Director for a period not to exceed one (1) year for non-conforming buildings, structures, or uses incidental to building construction or land development or deemed to be generally beneficial, upon condition that the building, structure or use shall be removed upon expiration of the permit.

5-4-57-7 Off-Street Parking.

(A) Off-Street Parking Required. Permanent off-street parking spaces shall be provided at the time of the erection, enlargement, change in use, or increase in capacity of any building. The number of spaces required shall conform to the standards of this section. Each application for a building permit, zoning permit, or certificate of occupancy shall include a plan showing the space reserved for off-street parking and the means of ingress to and egress from such space. This information shall be in a format sufficient for the Code Enforcement Director to determine if the requirements of this section are met.

(B) Travel or Camping Trailers.

- (1) Not more than one (1) travel or camping trailer for each family living on the premises shall be permitted on a lot in the R-5 Residential District.
- (2) Travel or camping trailers are allowed to be parked or stored only in the rear yard and side yard on a lot in the R-5 Residential District.
- (3) No travel or camping trailers shall be permitted to be parked within the front yard on a lot in the R-5 Residential District.
- (4) Travel or camping trailers shall not be occupied temporarily or permanently while parked or stored in the R-5 Residential District.

(C) Commercial Vehicles.

(1) No commercial tractor trailers, farm vehicles, tankers or commercial buses (excluding school buses, church buses or Pee Dee Regional Transportation Authority buses) shall be permitted to be parked or stored in the R-5 High Density Residential District.

- (2) Commercial tractors are allowed to be parked in the R-5 Residential District only at the principal residence of the driver and shall meet all minimum setback requirements in accordance with § 5-4-57-8.
- (3) Parking of commercial tractors shall be limited to one (1) vehicle per principal residence of the driver. Idling of the engine of commercial tractors parked on residential premises shall not exceed five (5) minutes.
- (4) It shall be prohibited for anyone to perform preventive maintenance on commercial tractors when parked on residential premises. (Exception: Minor emergency repairs such as battery replacement.)
 (Am. Ord. 00-17, passed 7-10-2000; Am. Ord. 08-26, passed 11-10-2008)
- (D) Accessibility. Parking areas shall meet the requirements of the South Carolina Board for Barrier-Free Design for accessibility to disabled persons in relation to parking spaces and sizes.
- (E) Size of Parking Space. The parking space for each vehicle shall consist of a rectangular area having dimensions of not less than nine (9) feet wide by nineteen (19) feet long. In parking lots of more than ten (10) spaces, not more than twenty percent (20%) of the spaces may be designated for compact vehicles and may have dimensions of eight (8) feet wide by sixteen (16) feet long. Aisles for ingress and egress to parking spaces shall be at least twenty (20) feet in width for head-in lot arrangements and fifteen (15) feet in width for angled lot arrangements.
- (F) Minimum Off-Street Parking Requirements. These standards are minimum; a developer should provide the number of spaces necessary to adequately accommodate parking for the planned use.

	The state of the s		
Bed and breakfast inn	Two (2) spaces for the owners, plus one (1) space for each room for rent		
Boarding house	One (1) space for each room for rent		
Church or place of worship	One (1) space for each four (4) seats in the sanctuary or assembly room.		
Day care facility	One (1) space for each adult attendant		
Dwelling, single-family, two-family, and manufactured home	Two (2) spaces for each dwelling unit		

Dwelling, multi-family	One and one-half (1-1/2) spaces for each dwelling unit
Elementary school	One (1) space for each vehicle owned or operated by or for the school, plus two (2) spaces for each classroom and office
Group home	One (1) space for each resident advisor, plus one (1) space for each agency vehicle used to transport clients
Home occupation	One (1) space for each one hundred (100) square feet of space devoted to the home occupation, plus the normal residential requirement
Junior high or middle	One (1) space for each vehicle owned or operated by or for the school, plus two (2) spaces for each classroom and office
Nursing, retirement home	One (1) space for each five (5) beds or rooms intended for patient use
Public or private club	One (1) space for each two hundred (200) square feet of gross floor space
Public utility building	One (1) space for each two hundred (200) square feet of floor area available to the public, plus one (1) space for each employee
Senior high school	One (1) space for each four (4) students, plus one (1) space for each faculty member and employee plus one (1) space for each vehicle owned and operated by or for the school, or one (1) space for each four (4) seats in the auditorium, whichever is larger
Stadium	One (1) space for each four (4) spectator seats

(Ord. 13-07, passed 10-14-2013)

5-4-57-8 Lot Size and Setbacks.

(A) Minimum lot size and setbacks shall be in accordance with the following schedule of dimensional requirements:

Minimum lot area	6,000 square feet for single-family dwelling 8,000 square feet for two-family dwellings
Front setback minimum	25 feet
Side setback minimum	8 feet
Rear setback minimum	20 feet

(B) An accessory building or use may be located within the rear setback, provided that it is not located closer than four (4) feet to any property line. Structures on corner lots shall observe the front yard requirements of the street which they face. Side yard requirements on corner lots shall be ten (10)

feet greater than the minimum setback on the side of the lot facing the street. No accessory building on the corner lot shall extend beyond the building line of structures facing the intersecting street; provided that this requirement shall not be applied so as to reduce the building width of a corner lot of record at the time of passage of this ordinance to less than thirty (30) feet.

(Am. Ord. 07-18, passed 9-10-2007)

5-4-57-9 Height Standards.

The maximum height of any building is limited to thirty-five (35) feet, with the following exceptions:

(A) Structures Permitted Above the Height Limit.

Chimneys, poles, spires, tanks, towers (except communications towers), masts, and other similar structures not used for human occupancy may exceed the district height limit. However, such structures shall be separated from any adjoining lot line of a lot in a residential zone by a distance equal to one (1) foot for each two (2) feet of structure height.

(B) Roof Structures Housing Equipment.

Roof structures for housing elevators, stairways, ventilating fans, heating or air conditioning equipment, or similar equipment required for the operation and maintenance of a building may be erected above the height limit in this district.

5-4-57-10 Visibility At Intersections.

On any corner lot on which a front and side setback is required, nothing shall be erected, placed, planted, or allowed to grow which obstructs sight lines within a height of two and one-half (2-1/2) feet above the crown of the adjacent roadway and ten (10) feet in a triangular area formed by measuring from the point of the intersection of the front and exterior side lot lines and connecting the points so established to form a triangle on the area of the lot adjacent to the street intersection. Trees shall be permitted within the triangular area provided no branches are within ten (10) feet above the street.

5-4-57-11 Visibility For Street Entrances.

At any residential or commercial drive which enters a street, nothing shall be erected, placed, planted, or allowed to grow which, in the opinion of the Code Enforcement Director, obstructs sight lines for vehicles entering the street.

5-4-57-12 Flood Plain Standards.

The Building Inspector shall comply with applicable Federal Emergency Management Agency standards for development within flood plains in the issuance of any zoning permit.

Housing Construction Standards. 5-4-57-13

All conventionally constructed homes located in the City of Dillon shall be built under inspection by the Building Inspector and shall comply with the applicable International Building Codes as adopted and amended by the South Carolina Building Code Council. (Am. Ord. 07-18, passed 9-10-2007)

Family Day Care Homes (R-5) District. 5-4-57-14

(A) Definitions.

In addition to the definitions which follow, words not defined herein shall have the meanings stated in the latest edition of the South Carolina Department of Social Services Regulations for Family Day Care Homes:

CAREGIVER means any person whose duties include direct care, supervision, and guidance of children in a family day care home.

CHILDCARE OPERATOR means the person ultimately responsible for the overall operation of the family day care home.

FAMILY DAY CARE HOME means a state licensed or approved registered facility within a residence occupied by the operator in which childcare is provided on a regular basis for periods of less than twenty-four (24) hours per day for no more than six (6) children, unattended by a parent or legal guardian, including those children living in the home and children received for childcare who are related to the resident caregiver.

INFANT means a child age twelve (12) months or younger.

MINOR CHILD means a person who has not reached the eighteenth birthday.

REGISTRATION means the process whereby all family day care homes are licensed/approved and regulated in accordance with the provisions of the latest edition of the South Carolina Department of Social Services Regulations and South Carolina Child Care Licensing Law for Family Day Care Homes.

RELATED means any of the following relationships by marriage, blood, or adoption: parent, grandparent, brother, sister, stepparent, stepsister, stepbrother, uncle, aunt, cousin of the first degree.

REGULARLY, OR ON A REGULAR BASIS: these terms refer to the frequency with which childcare services are available and provided at a family day care home in any one (1) week; these terms mean the availability and provision of periods of daycare less than twenty-four (24) hours per day in such week, in a place other than the child's or the children's own home or homes.

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(B) Application Procedure.

Applications for family day care homes within an (R-5) Residential District shall be submitted for approval to the Zoning Board of Appeals and shall include the following information and any reasonable additional information requested:

- (1) Childcare operator must own the property of the proposed day care location or provide a letter of approval from the property owner giving approval and authorization to the childcare operator to operate a family day care home at that location.
- (2) The family day care home hours of operation must be reviewed and approved by the Board. No after dark operating hours are permitted.
 - (3) A clearly identified children's drop-off and pick-up zone must be identified.
 - (4) Off-street parking for employees and two (2) visitor slots are required.
- (5) A Recreation Plan must be submitted to the Board. The Board will review the plan for location, visibility, congestion, safety and other factors. No outdoor recreation activities shall be permitted before 9:00 a.m.
 - (6) An exterior lighting plan must be submitted to, and approved by the Board.
- (7) No activities associated with family day care homes, except drop-off and pick-up of children, may take place in the front yard of the day care location.
- (8) Family day care home recreation activities must be located within the rear of the yard and enclosed by a brick, masomy, chain linked or other similar fence which cannot be buckled or moved by a seventy-five (75)-pound child running into the fence. Such fence must be constructed in such a way that will prevent a child from easily climbing over or going under the fence. The recreation area must be a minimum of four hundred fifty (450) square feet for one (1) to six (6) children.
- (9) No external sign shall exceed one (1) square foot. Signs must be non-illuminated, non-animated and shall be attached to the house.
 - (10) The front of the family day care home must be landscaped to appear as a residence.
- (11) The family day care home and grounds must be kept painted, mowed and clean at all times.
 - (12) The color of the family day care home must be homogeneous with the neighborhood.

(C) Business License Required.

A business license is required prior to engaging in business as a family day care home. No business license shall be issued to a childcare operator of a proposed family day care home until the location has been approved by the Board of Zoning Appeals and a registered and/or licensed approval has been obtained from the South Carolina Department of Social Services for compliance with the Regulations for Family Day Care Homes.

(D) Conflict with other Laws, Ordinances, Regulations and Restrictive Covenants.

Whenever the requirements made under authority of these regulations impose higher standards than are required in any statute or local ordinance or regulation or restrictive covenants, provisions of the regulations shall govern. Whenever the provisions of any other statute or local ordinance or regulation or restrictive covenants impose higher standards than are required by these regulations, the provisions of such statute or local ordinance or regulation or restrictive covenant shall apply.

(Ord. 09-10, passed 6-8-2009)

\S 5-4-58 B-1 CENTRAL BUSINESS DISTRICT (FORMERLY B-1 DISTRICT).

This district is created to provide for and promote the city area as a central core for retail, service, and public uses to serve the entire community. Because the central business area has a high density, off-street parking and loading facilities are not required for individual properties or uses.

5-4-58-1 Uses Permitted.

Apartments located in existing or new buildings on floor levels that do not exit immediately
to ground level
Clubs, lodges, civic, fraternal, social, or similar non-profit organizations on floor levels
that do not exit immediately to ground level
Convenience stores
Day care facilities
Finance, insurance, and real estate offices, including banks and loan offices
Government buildings or facilities
Offices for commercial, personal, medical, legal and other services
Parking lots
Public utility substations and facilities

AUCTION PURCHASE AND SALE AGREEMENT

				de and entered into as of day of(the "Seller")
and				
Property Address:				
INDIVIDUAL: PURCHASER(S):				
PURCHASER'S ADDRESS:	(Print Name	e)	(Print Na	me)
PURCHASER'S PHONE:	Office:		Fax:	
	Home:		E-mail:	
PURCHASER'S ATTORNEY:				
ADDRESS:				
PHONE:			_Fax:	
RECITALS				
WHEREAS, the Seller or reference made a part			-	Exhibit A(s) and by this
WHEREAS, Purchaser of an online auction (t	•	se the Property an	d has submitted	an offer for purchase as part
WHEREAS, the Offer is on Exhibit B and by thi	•			as more particularly outlined
WHEREAS, Seller agree Agreement.	es to sell the Prop	perty subject to the	e terms and prov	risions of this entire
AGREEMENT				
	~		•	covenants and conditions set rties hereto agree as follows:
		SELLER		R HAVE READ THIS PAGE

Section Seller		<u>Sale and Purchase</u> . This Agreement, when executed by Purchaser and submitted to be irrevocable shall not be withdrawn for any reason by Purchaser.					
Section 2.		Purchase Price. The purchase price for the Property shall be DOLLARS (\$					
"Purc	hase I	Price"). The Purchase Price includes the 15% Buyers Premium based on the following:					
		A. High Bid Price: B. Buyer's Premium (equal to 15% of the High Bid Price) C. Total Purchase Price (equals A + B) D. Earnest Money Deposit					
The P	urcha	se Price shall be payable as follows:					
A. B.		Deposit. An Earnest Money Deposit of 10% of the Purchase Price, or the Minimum \$5,000 Required Deposit as provided for in Exhibit B, equal to \$	be al				
Section	on 3.	Title Commitment, Exceptions, and Auction Terms					
A.	cor	<u>le Commitment.</u> As part of the Property Documents, Seller delivered the most recent title mmitment or policy, if any, in its possession to the Purchaser (the "Existing Title"). Purchase waived any objections to the Existing Title.	er				
В.		rmitted Exceptions. Purchaser shall accept title to the Property, subject to the following ceptions (the "Permitted Exceptions"):					
	1.	Those matters affecting or relating to the title to, or the survey of, the Property which are record on the Effective Date or as shown on the Existing Survey (or even if not shown on t Existing Survey, matters which would have been shown on a current updated or new survey).					
	2.	The lien of non-delinquent taxes, assessments and other usual and customary charges assessed against the owners of real property in the state in which the Land is located.					
	3.	All building and zoning laws, codes and regulations affecting the Property, including all proffers, special exceptions, conditions, site plan approvals, and other similar matters, if any, relating to the zoning of the Property.					
	[] BUYER [] SELLER [] SELLER HAVE READ THIS PAGE					

C.	hereby incorpo	& Conditions. The auction Terms and Conditions attached hereto as Exhibit B are brated into this Agreement as fully as if copied herein verbatim. To the extent or condition of the Terms and Conditions may be in conflict with this Agreement, on of the Purchaser and Seller that this Agreement shall control.						
Section	4. Closing	ζ.						
A.	Commence	all take place at a date which shall be no later than forty five (45) days from the ement Date, which is the date of mutual execution of the Purchase and Sale t by the Seller and Buyer. (the "Closing").						
В.	The Escrow	v Agent shall be("Escrow Agent").						
C.	At the Closing, Seller shall convey to Purchaser, by Deed, title to the Property free and clear of liens, claims, interests and encumbrances, subject only to standard permitted exceptions and existing easements and other conditions outlined within this Contract. Seller shall deliver possession of the Property to the Purchaser as of the date of Closing. The Purchaser accepts all previously disclosed matters of title, if any, provided by the Auction Firm prior to auction.							
D.	At the Clos	sing, Escrow Agent shall deliver to Purchaser a settlement statement.						
E.	substance	At the Closing, Escrow Agent shall deliver to Seller a settlement statement in form and substance reasonably satisfactory to Purchaser and Seller and such other documents, certificates and instruments as may reasonably be required to convey the Property to Purchaser.						
Section Closing	5. Closing shall be paid as	g Costs. Notwithstanding anything to the contrary contained herein, the costs of follows:						
	By Purchaser: (a) (b) (c) (d)	Escrow Agent's closing fee; All Transfer Tax and Recording fees; and All premiums, fees and costs associated with the issuance of any lender's and/or owner's title policy. A per diem of \$ if the Purchaser does not close on or before the Closing Date and the delay in the Closing is the fault of the Purchaser.						
	By Seller: (a) (b) (c)	Expenses of placing title in proper condition; Preparation of Deed and other Seller's documents required hereunder; and Escrow Agent's document preparation fee;						
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- Section 6. <u>Brokerage/Auctioneer Fees.</u> Seller shall pay to The Ligon Company, a real estate commissions/auctioneer's fee pursuant to a separate written agreement. Other than ______ as broker for the Purchaser, the Purchaser represents and warrants to the Seller that it has not taken any action and is not aware of any facts that may give rise to a commission or brokerage fee being due as a result of the transfer of the Property. The Purchaser shall indemnify and hold the Seller harmless from and against any claims made for a commission due.
- **Section 7.** Taxes and Assessments. All past due and accrued real property taxes shall be pro-rated at Closing. The water rates and sewer charges, if any, shall be prorated and adjusted to the date of Closing.
- **Section 8.** Seller's Representations. The Seller represents to Purchaser the following: The Seller has authority to sell the Property and is authorized to deliver a Deed, and such other documents that are customary and necessary to convey the Property to the Purchaser.

Section 9. <u>Property Condition</u>.

- Α. Disclaimer. Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, concerning or with respect to: (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (b) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon; (c) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (d) the habitability, merchantability or fitness for a particular purpose of the Property; (e) the presence of any endangered or threatened species on the Property, as well as the suitability of the Property as habitat for any of those species; (f) the accuracy or completeness of any materials provided to Purchaser under the provisions of this Agreement or otherwise; or (g) any other matter with respect to the Property, as well as the suitability of the Property as habitat for any of those species; (h) the accuracy or completeness of any materials provided to Purchaser under the provisions of this Agreement or otherwise; or (i) any other matter with respect to the Property, without limiting the foregoing, Seller does not make and has not made any representation or warranty regarding the presence or absence of any hazardous substance on, under or about the property or the compliance or non-compliance of the property with any and all federal, state or local environmental laws, ordinances, regulations, orders, decrees or rules regulating, relating to or imposing liability or standards of conduct concerning any hazardous substances.
- B. Acknowledgment of Inspection. Purchaser acknowledges and agrees that (a) Purchaser has had the opportunity to inspect the Property, (b) if this transaction is consummated, Purchaser will be purchasing the Property pursuant to Purchaser's independent examination, study, inspection and knowledge of the Property, and (c) Purchaser is relying upon its own determination of the value and condition of the Property and not on any information provided or to be provided by Seller. Purchaser is relying solely upon its own inspections, investigations, research and analyses in entering into this Agreement and is not

[] BUYER	[] BUYER	[] SELLER	[] SELLER HAVE REA	D THIS PAGE
 Ligan Campany Propo	rtios Inc. 727 Dilworth La	no Suito 101 Book Hill	SC Phono: 902-266-2525 www.Th	ol igonCompany co

relying in any way upon any representations or warranties (except those expressly provided in this Agreement), statements, plans, specifications, cost estimates, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives to Purchaser or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters. Purchaser further acknowledges that any references by Seller, its broker(s), advisors, attorneys, consultants and The Ligon Company regarding square footage, dimensions or area measurements for land or improvements thereon are approximate and were provided by Seller without representation to their accuracy. Purchaser acknowledges and agrees that verification or determination of the accuracy of such information is the responsibility of Purchaser. With respect to any personal property being conveyed hereunder, Purchaser shall not rely on any list of such property compiled by Seller, but rather, Purchaser shall compile its own list for review by Seller, which list, if approved by Seller, shall be countersigned by Seller as evidence of the list's accuracy, and such list shall constitute the personal property to be conveyed to Purchaser at Closing.

- C. Buyer acknowledges that Seller and Auctioneer make no representations regarding sex offenders, criminal activity, deaths, or other stigmatizing events related to the property. Buyer is solely responsible for conducting their own investigation. For sex offender information, contact appropriate sources, including but not limited to law enforcement agencies, public records, or private investigators.
- D. As is. The occurrence of the closing will constitute an acknowledgment by purchaser that the property was accepted without representation or warranty, statutory, express or implied, and otherwise in an "as is, where is, and with all faults" condition based solely on purchaser's own inspection thereof and in accordance with any review of the property conducted by purchaser. The sale of this property is not contingent upon the purchaser obtaining a certificate of occupancy.
- E. Release. Purchaser hereby releases seller and any servicer, agent, representative, manager, auctioneer, affiliate, officer, partner, shareholder or employee of seller (a "seller related party") from all claims, losses, damages, liabilities, costs and expenses which purchaser or any party related to or affiliated with purchaser (a "purchaser related party") has or may have arising from or related to any matter or thing related to the physical condition of the property, any construction defects, any errors or omissions in the design or construction of the property and any environmental conditions at, in, on or under the property, and purchaser will not look to seller or any seller related party in connection with the foregoing for any redress or relief.
- F. Survival. The acknowledgments and agreements of purchaser set forth in this agreement will survive the closing.
- G. No warranty on personal or intangible property. Seller makes no representations or warranty whatsoever, express or implied, as to seller's title to the personal property or the intangible property.

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- **Section 11.** <u>Condemnation.</u> If, prior to Closing, all or any portion of the Property is taken or condemned by governmental or other lawful authority, Purchaser shall be required to complete the purchase of the Property in accordance with this Agreement, without reduction or abatement of the Purchase Price, and all condemnation awards, proceeds, and rights relating thereto shall be assigned to Purchaser at Closing.
- **Section 10.** Risk of Loss. All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Purchaser on the Closing Date.
- Section 11. <u>Buyer Default</u>. If Purchaser shall default in the performance of any terms and conditions of this Agreement, or if the Closing shall not occur on or before the Closing Date because of the fault of Purchaser, then Seller, at its option, shall have the right to retain the Deposit paid as property of the Seller for damages the determination of which is different or incapable of determination. By retaining the Deposit, Seller does not waive any rights or remedies it may have because of Purchaser's default. It is intended hereby that all of the rights and remedies of Seller available either pursuant to the terms of this Agreement, or under the law or otherwise, are cumulative and not exclusive of any other such right or remedy.
- **Section 12. Default by Seller.** If Seller fails or refuses to deliver the Deed on or before the Closing Date upon receipt of the purchaser price from the Purchaser, then Purchaser shall have the right to terminate this Agreement, in which event this Agreement shall then be deemed null and void, and the Seller shall return the Deposit in full to the Purchaser.
- **Section 13.** Assignment. This Agreement, or any part thereof, may be assigned to any third party by the Purchaser at its own discretion with prior consent of the Seller, provided, however any assignment by Purchaser shall not relieve the Purchaser of any liability hereunder.
- **Section 14.** Costs. Except as otherwise specified in this Agreement, each Party hereto shall pay all of its own costs and expenses incurred in connection with the transactions contemplated hereunder, including, without limitation, any fees and disbursements of its accountants and counsel.
- **Section 15.** Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given when mailed, by registered or certified mail, return receipt requested, or by overnight courier, or if faxed, in any case when received by the other party or parties. Any such demand, notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt). Notice for any party may be given by its respective counsel.

Notices shall be directed to the following addresses (or such other addresses as may hereafter be furnished to the other party by like notice)							
[_] BUYER	[] BUYER	[_] SELLER	[_] SELLER HAVE READ THIS PAGE

To Seller:	
To Auctioneer:	The Ligon Company PO Box 4815, Rock Hill, SC 29732 Phone: 803-366-3535 randyligon@theligoncompany.com
To Escrow Ager	nt:
	Entire Agreement. This Agreement contains the entire agreement between Seller and there are no other terms, conditions, promises, undertakings, statements or s, expressed or implied, concerning the sale contemplated by this Agreement.
Section 17. orally, but only	<u>Modification</u> . The terms of this Agreement may not be amended, waived or terminated by an instrument in writing signed by the Seller and Purchaser.
•	<u>Counterparts</u> . This Agreement may be executed and delivered in any number of ach of which so executed and delivered shall be deemed to be an original and all of stitute one and the same instrument.
particular jurisc unenforceabilit unenforceabilit in any other jur	Severability of Provisions. Any part, provision, representation, warranty or covenant of that is prohibited or unenforceable or is held to be void or unenforceable in any liction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or y without invalidating the remaining provisions hereof, and any such prohibition or y in any particular jurisdiction shall not invalidate or render unenforceable such provision isdiction. To the extent permitted by applicable law, the parties hereto waive any which prohibits or renders void or unenforceable any provision hereof.
Section 20. only and shall n	<u>Captions</u> . The captions and paragraph headings contained herein are for convenience ot be used in construing or enforcing any of the provisions of this Agreement.
Section 21. hereof and are	Exhibits. The exhibits to this Agreement are hereby incorporated and made a part an integral part of this Agreement.
-	Successors. This Agreement shall inure to the benefit of and bind the parties hereto and successors and assigns. This Agreement cannot be assigned by the Purchaser to any the prior written consent of the Seller.
Section 23. and instrument	Governing Law and Court of Exclusive Jurisdiction. This Agreement and all documents s referred to herein shall be governed by the laws of the State of South Carolina. Any
[]	BUYER [] BUYER [] SELLER [] SELLER HAVE READ THIS PAGE
The Ligon Comp	pany Properties Inc. 727 Dilworth Lane, Suite 101, Rock Hill, SC Phone: 803-366-3535 www.TheLigonCompany.com Randy Ligon, CAI, CES, BAS m. 803-323-8146 randyligon@theligoncompany.com

disputes between the Seller and Purchaser regarding this Agreement will be decided exclusively by a Court based in York County, South Carolina.

Section 24. Time of Essence. TIME IS OF THE ESSENCE with respect to each and every provision of this Agreement. Whenever any action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a weekend or federal holiday, then such period (or date) shall be extended until the next succeeding business day.

Section 25. Patriot Act. Purchaser is not, and will not be, a person or entity with whom Seller is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107 56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, the "Anti Terrorism Laws"), including, without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

Section 26. Non-Foreign Seller. Seller represents that at the time of acceptance of this Agreement and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax act of 1980 (26 USC Section 1445(f) et. Sec) ("FIRPTA"). If either the sales price of the property exceeds \$300,000.00 or the buyer does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, in a form and substance acceptable to Buyer, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."

IN WITNESS HEREOF, Purchaser and Seller agree that the Date of this Agreement shall be the date the Seller executes this Agreement.

SELLER:

PURCHASER:

(Signature)

(Print Name)

Date of Purchaser's Offer

(Signature)

(Print Name)

Date of Purchaser's Offer

EXHIBIT A

Property Description

This Auction includes the following parcels of real estate located in Dillon County, South Carolina, all to be sold at Absolute Auction:

1. 000 Windmill Avenue, Little Rock, SC

Tax Parcel No. 032-11-01-004

Containing 5.67± acres, formerly known as Little Rock School, including the remaining shell of the former school building. Property is zoned RS-1 (single-family residential).

2. **901 South 9th Avenue, Dillon, SC 29536**

Tax Parcel No. 059-13-03-001

Containing 4.75± acres, formerly known as Maple Junior High School. Improvements include three former school buildings situated within fenced grounds. A portion of the tract is now designated as City of Dillon Maple Park; buyer to record new survey for 4.75± acres as shown on GIS sketch.

3. 900 Patriot Street, Dillon, SC 29536

Tax Parcel No. 069-03-11-005

Containing 8.2± acres, formerly known as South Elementary School, with a 21,100± square foot school building situated on the tract. Property is within city limits, fenced, and includes utilities currently in operation.

All properties are sold **AS IS, WHERE IS**, with any and all improvements thereon, and without warranty as to condition, acreage, or square footage.

Exhibit B

Terms & Conditions – Absolute Real Estate Auction (Online) AUCTION TERMS & CONDITIONS: REAL ESTATE

This auction is for <u>Real Property selling at Absolute Auction</u> –3 parcels in Dillon County, South Carolina with any and all fixtures and improvements thereon:

- * State Rd 17-116, Little Rock, SC (Northside of Bonsal St. & 1st Town), formerly Little Rock School, Parcel 032-11-01-004.
- * 901 S 9th Avenue, Dillon, SC 29536, formerly Maple Jr. High, Parcel 059-13-03-001.
- * 900 Patriot Street, Dillon, SC 29536, formerly South Elementary School, Parcel 069-03-11-005.

Please review property description in full prior to bidding. The auction will be held online through Thursday November 6th, 2025 at 12:00 PM EST.

1. Property Inspection & Disclaimer: It is the Purchaser's sole responsibility to perform his own due diligence, including verification of all property information and public records. Information presented herein and in any advertisement or other promotional items, while gathered from sources believed to be reliable, are not warranted or guaranteed by Auctioneer T, Randolph Ligon, nor the seller. Personal inspection and verification of any and all items is the responsibility of the bidder. The property is offered "AS IS" and no warranty or guarantee of value, condition, suitability or fitness for a particular use or purpose is expressed or implied. By placing a bid, Bidder waives all rights to further inspections.

Disclaimer: Acreage and square footage are based on county GIS records and are estimates only, not guaranteed to be accurate. All due diligence, including but not limited to property inspection, measurements, and verification of information, is the sole responsibility of the buyer. All sales are final, and all property is sold AS IS, WHERE IS, with no warranties expressed or implied.

- 2. The property sells at Absolute Auction, to the highest bidder regardless of price. Sale is made subject to rights-of-way, restrictions, and easements of record, if any. Please review the Property Information Package for complete disclosures. Call 803-366-3535 or download at www.TheLigonCompany.com.
- 3. Registration: While there is no obligation to bid, all participants must register with proper credentials and obtain a bidder number to participate. Anyone bidding on behalf of another person must register separately. This bidder contract is between the individual who registers to bid through this platform (the "Bidder") and The Ligon Company.

By registering, the Bidder acknowledges and agrees that the terms outlined in this registration, together with the Property Information Package and auction catalog, establish the specific and complete rules of the auction. It is the Bidder's responsibility to review these rules prior to bidding. By participating, the Bidder agrees to be legally bound by them.

The Ligon Company reserves the right to revoke a bidder number or bidding privileges at any time and to require that the individual and their parties leave the auction site. The Bidder will remain responsible for payment of any bids placed prior to revocation. Photography, video, and audio recording may occur on the premises and may be used for security and/or promotional purposes.

4. Bidding: All property sells Absolute, to the highest bidder regardless of price, strictly AS-IS, WHERE-IS, with no contingencies. Bidders are personally liable for any bids placed under their bidder number. Once the Auctioneer declares "Sold," at the conclusion of the auction, the Buyer is immediately obligated to complete all required documents, including execution of the Purchase and Sale Agreement and payment of a non-refundable deposit equal to ten percent (10%) of the contract price, with a minimum deposit of \$5,000. The balance is due at closing in accordance with the contract. Risk of loss, care, and custody transfers to the Buyer at closing.

All bids are an irrevocable offer to purchase and shall remain valid and enforceable until the Auctioneer declares the property "Sold" and the auction is concluded. No bid may be withdrawn once placed. Bidders should conduct their own due diligence regarding condition, completeness, suitability, zoning, restrictions, and title matters prior to bidding. Do not bid unless you are prepared to complete the transaction.

Failure to comply with the terms of the auction may result in forfeiture of deposits, legal action, and being banned from future auctions conducted by The Ligon Company.

- 5. Buyer's Premium: A ten percent (15%) Buyer's Premium will be added to the final bid price and included in the total contract price. Buyer's Premium does not imply an agency relationship between Auctioneer and Bidder/Buyer.
- 6. Purchase Contract: Once the high bidder is determined, and the bidding is closed by the Auctioneer, the high bidder will be required to sign the Purchase Contract for the amount of the high bid plus the 15% Buyer's Premium which totals the contract price. Other documents may also require signature.
- 7. Deposit: In addition to signing the contract, the high bidder will be required to pay, in US funds, a non-refundable deposit equal to ten percent (10%) of the contract price, with a minimum deposit of \$5,000.

All down payments are non-refundable and will be held in the auctioneers trust account. Down payments will be credited toward the purchase price at closing. Acceptable forms of payment are bank wire, cash or cashier's check. Personal or company checks may be accepted, at the discretion of the auctioneer. A bank letter of guarantee may be required for personal or company checks. Online bidders who fail to return the deposit and signed contract within 48 hours of the conclusion of the auction will have a \$1,000.00 service fee charge to the credit card used at registration.

- 8. Contingencies: There are none. Bidder understands and agrees that the sale is not contingent upon financing, appraisals, further inspections, survey, third party approval, or the like. You are bidding to buy the property AS IS with NO CONTINGENCIES WHATSOEVER.
- 9. Environmental Disclaimer: The Seller and The Ligon Company, agents, contractors and employees do not warrant or covenant with Buyer(s) with respect to the existence or nonexistence of any pollutants, contaminants, mold, or hazardous waste prohibited by federal, state or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from or into the demised premises. Buyer is to rely upon their own environmental audit or examination of the premises.
- 10. Acreage and Square Feet: All acreages and square feet descriptions are approximate. If there is a discrepancy between The Ligon Company or its representative and the actual acreage and/or square feet

as determined by a surveyor or appraiser, the price will not be adjusted. The statements, while not guaranteed, are from reliable sources. Any costs incurred in establishing boundaries shall be the responsibility of the buyer(s). Each sale is subject to easements, right-of-way, reservation and/or restrictions of record.

- 11. Closing: Closing will take place within 45 days. All closing costs will be paid by the Buyer, including title search, survey, deed preparation, documentary stamps, recording fees, attorney fees, etc. Property taxes will be prorated to the day of closing. Any required rollback taxes or additional survey will be the responsibility of the Buyer.
- 12. Title Insurance, if desired, will be purchased by the Buyer.
- 13. Agency Disclosure: Auctioneer T, Randolph Ligon is acting exclusively as an agent for the Seller. The Auctioneer is not acting in any way as an agent for the Bidder/Buyer. Auctioneer is not a Dual Agent.
- 14. Equal Opportunity: All bidding is open to the public. The property is available to all qualified purchasers without regard to race, color, religion, familial status, national origin, or handicap/disability.
- 15. Miscellaneous: All decisions of the auctioneer are final as to methods of bidding, disputes among bidders, acceptable bidding increments and other matters that may arise before, during, or after the auction sale day announcements take precedence over any prior statements, printed material or advertising.
- 16. Broker Registration: Brokers/Agents must register their client by 5:00pm the business day before the auction via the Broker Registration Form. A 3% percent commission of the high bid price will be paid to any properly registered broker whose client purchases real estate at the auction and closes in full. It is the responsibility of any agent representing a client to have completed and returned the Broker Registration Form by the published deadline. No registration forms will be accepted at auction.
- 17. Bidders Acknowledgement: I have received a copy of these terms and conditions understand them and agree to abide by them. I have received a copy of the agency disclosure brochure and understand that the auctioneer is the agent of the seller, and only the seller. I agree to the terms and conditions stated herein. Should I become the high bidder, I will sign the Purchase Contract and other documents as may be required. This document will become part of the non-contingent contract of sale to purchase the property described herein.

By registering and bidding, the Buyer affirms that they understand and accept all terms and conditions of the auction, are prepared to execute required documents and close on the property, and acknowledge that failure to do so may result in forfeiture of deposit, liability for damages, and/or legal action.

BY REGISTERING FOR THIS AUCTION YOU HEREBY AGREE TO THE TERMS AND CONDITIONS THEREIN



paid to such broker.

The Ligon Company PO Box 4815, Rock Hill, SC 29732 Office: 803-366-3535 theligoncompany.com

BROKER REGISTRATION FORM

Broker Information			
BROKER/AGENT:			
COMPANY NAME:			
ADDRESS:			
CITY:	STATE:	ZIP CODE:	
REAL ESTATE LICENSE NUMB	ER:		
BROKER LICENSE NUMBER:			
PHONE:			
FAX:			
E-MAIL ADDRESS:			
Client (Buyer/Bidder) Inform	nation		
CLIENT NAME:			
COMPANY NAME:			
ADDRESS:			
CITY:	STATE:	ZIP CODE:	
PHONE:			
FAX:			
E-MAIL ADDRESS:			
PROPERTY DESCRIPTION:			
Please refer to the Broker Pa	rticipation Guidelin	es below for clarification and inst	ruction.
PROVED DARTICIDATION CIT	IDELINES		

(3 %) commission of the high bid price will be paid to any properly licensed real estate

broker whose client is the successful purchaser of the property (s) and who follows the guidelines as outlined below. This client must successfully close on the property(s) and must pay the total contract price for the property(s) in U.S. funds. Only the portion of this property that the buyer's broker is involved will a commission be



The Ligon Company PO Box 4815, Rock Hill, SC 29732 Office: 803-366-3535 theligoncompany.com

- 2). In order to be entitled to any commission, the broker must:
 - A. Register his or her client by filling out the Broker Registration Form in full, including the signature of the client on the form.
 - B. Submit the Broker Registration Form via mail to: **The Ligon Company, Inc. PO Box 4815, Rock Hill, SC 29732** or via email (randyligon@theligoncompany.com) for receipt before the deadline of, 2025 by 5:00pm. Broker forms arriving after the deadline will not be honored. Broker registration forms sent anywhere other than the above address and email will not be honored.
 - C. Assist your client in filling out all pertinent data and forms to submit their bid.
 - D. Abide by the guidelines outlined herein.
- 3). The broker, by placing his or her signature below, certifies, agrees, and acknowledges that:
 - A. The broker will not claim any exceptions to the procedures outlined in this document unless made in writing and signed by Seller.
 - B. No commission will be paid to any broker acting as a principal in the purchase of the property. An affidavit stating that neither broker, nor any of his employees or agents, nor any member of his immediate family is a principal will be required.
 - C. The broker's commission will be due at the final closing of the property(s) purchased by the broker's client after all consideration is paid in full.
 - D. Only the first registration of a prospective client will be accepted and honored.
 - E. The commission will be payable only at closing and will be disbursed by the escrow agent.
 - F. The broker will hold harmless and indemnify The Ligon Company, Inc. from any and all claims with regard to such commission.
 - G. The broker will be paid a commission only as set forth under these guidelines and only as pertaining to the specific property(s) being auctioned.
 - H. The broker will not receive a commission without the signature of the client on the Broker Registration Form.
 - I. The broker will be representing the buyer/bidder (client) listed above as his or her agent.
 - J. The broker is not a subagent of The Ligon Company, Inc. and represents his or her client (buyer/bidder) as a buyer's broker.
 - K. This form consists of two pages and the broker acknowledges that he/she has received all two pages.

	er Signature:			
Broker / Ager	nt Signature:			
Date:		_		
Received ar	OFFIC ad Accepted by The Ligon Company, I	nc.:		
Signature:	T. Randolph Ligon, BIC	Date	Time	