

Prepared by : William A. McFarland, Jr., McFarland and McFarland, PLLC,  
39 South Trade Street, Tryon, NC 28782

**STATE OF NORTH CAROLINA**  
**COUNTY OF POLK**

**SECOND AMENDMENT TO**  
**WHITE OAK DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO THE WHITE OAK DEVELOPMENT AGREEMENT (the "Second Amendment") made and entered into this \_\_\_\_ day of April, 2018 by and between TRYON EQUESTRIAN PROPERTIES, LLC, a North Carolina Limited Liability Company, TRYON EQUESTRIAN PROPERTIES NO. 2, LLC, a North Carolina Limited Liability Company, TRYON SHOWGROUNDS, LLC, a North Carolina Limited Liability Company, TRYON LODGING NO. 1, LLC, a North Carolina Limited Liability Company, TRYON LODGING NO. 2, LLC, a North Carolina Limited Liability Company, RSMB HOLDINGS, LLC, a North Carolina Limited Liability Company and SANDY PLAINS PARTNERS, LLC, a North Carolina Limited Liability Company, (collectively the "Developer"), and the COUNTY OF POLK, a political subdivision of the State of North Carolina (the "County").

**STATEMENT OF PURPOSE**

On April 22, 2013, the Polk County Board of Commissioners approved and entered the White Oak Development recorded May 3, 2012 in Book 400, Page 177, Polk County Registry (the "Original Agreement").

On November 16, 2015, the Polk County Board of Commissioners approved and entered the First Amendment to White Oak Development recorded on December 1, 2015 in Book 416, Page 896, Polk County Registry (the "First Amendment").

N.C.G.S. 153A-349.9 provides that "a development agreement may be amended ..... by mutual consent of the parties to the agreement."

N.C.G.S 153A-349.6(b) provides that "consideration or a proposed major modification of the agreement shall follow the same procedures a required for initial approval of a development agreement."

N.C.G.S. 153A-349.1 through 349.13 provide the procedure for initial approval and, thus, major modification of a development agreement, including the requirement that the County conduct a public hearing on the proposed modification following the procedures set forth in N.C.G.S. 153A-323 regarding zoning ordinance adoption or amendment and that the governing body of the County approve the modification by ordinance.

Developer and County desire to enter into this Second Amendment for the purposes of applying and subjecting additional tracts of real property to the Original Agreement and the First Amendment and making certain changes and modifications to the Original Agreement and the First Amendment.

**TERMS**

NOW, THEREFORE, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the parties do hereby agree to amend the White Oak Development Agreement, dated April 22, 2013, recorded in Book 400, Page 177, Polk County Registry, and as amended by the First Amendment to the White Oak Development Agreement, dated November 16, 2015, recorded in Book 416, Page 896, Polk County Registry, (collectively the "Agreement") as follows:

- A. **Public Hearing.** Pursuant to Section 153A-349.5 of the North Carolina General Statutes, County shall conduct a public hearing to consider the approval and execution of this Second Amendment in accordance with the procedures set out in 153A-323. The notice of the public hearing shall specify, among other things, the location of the Property subject to this Agreement and Second Amendment, the modifications to the Agreement, and a place where a copy of the Agreement and proposed Second Amendment can be obtained.
  
- B. **Property.** The Agreement, as modified by the Second Amendment, shall apply to the real property as described by the deeds, tax map numbers and owners as set forth on Exhibit "A" and as shown and delineated on the plat attached hereto and marked as Exhibit "B", the same being incorporated herein by reference as if fully set forth herein (the "Property"). The current zoning map of the Property is attached hereto and marked as Exhibit "C". The Development Scheme of the Property is attached hereto and marked as Exhibit "D" and the same is subject to the terms, definitions and conditions as set forth in Section 2B of the original Agreement, which is incorporated herein by reference as if fully set forth herein. Any newly acquired property or properties of the Developer that is contiguous to the Property shall become subject to the terms and conditions of this Agreement and any Amendments thereto.
  
- C. **Modifications to Permitted/Development Uses.** A Permitted Use Table is attached hereto as Exhibit "E" indicating the uses permitted within each zoning district located on the Property. A maximum of 1900 lodging units may be developed on the Property.
  - 1. Hotel subject to the conditions as set forth in Docket No. 2005-06 (CU) is hereby deleted in that the same is now a permissible use in the Equestrian District.
  - 2. Motels & hotels as set forth on page 6 of the Original Agreement are amended to remove the 450 limitation on the number of units.
  
- D. **Extension of Development Schedule.** The Development Schedule as set forth on pages 8-9 of the Original Agreement is hereby revised as follows:

<u>Minimum Number of Lots Submitted for Subdivision Approval</u>	<u>No Later Than</u>
(1) 75	4/22/2023
(2) 75	4/22/2028
(3) 125	4/22/2033
(4) 300	4/22/2038

- E. **Administrative Approval for Equestrian Village District and Equestrian District.** All permit requests in the Equestrian Village District and the Equestrian District that are permitted by right or permitted with conditions shall be granted through an administrative approval process by the Polk County Planning Director upon submittal and approval of a complete application including all documentation required by state or local regulation and upon presentation of the following:
1. Documentation from the public water and public sewer (or service providers) confirming that there is sufficient capacity to serve the proposed development;
  2. Documentation from NCDOT approving the site's access to the public road;
  3. Documentation from the Fire Marshal approving access to the layout of the proposed development; and
  4. Documentation from the Emergency Management Director confirming adequate public safety facilities and services exist, or can be reasonably provided to serve the needs of the proposed use.
- F. **Public Safety Facility.** The site for the Public Safety Facility referred to in on page 4 of the First Amendment shall remain as set forth therein. However, in addition thereto, the site shall have a means of access, either direct or by a private easement, which is acceptable and approved by the North Carolina Department of Transportation for the entry of emergency vehicles. Further, Developer, at its sole cost and expense, shall provide water to the boundary of the site and shall further provide the minimum standards for the rough grading, leveling to support and proper surface draining (no structures) of the site for construction of the Public Safety Facility as contemplated in the First Amendment. The grading of the site shall not be required by Developer until the actual funding and commencement of the construction of the Public Safety Facility, but in no event prior to the 2018 World Equestrian Games. It is expressly agreed and understood by the parties hereto that the land, monies, improvements and all rights hereunder may be conveyed and assigned by the County to its designee to be used for public purposes.
- G. **Extension of the Agreement.** The term of this Agreement as set forth on page 9 of the Original Agreement shall be extended for an additional five (5) years.
- H. **Effective Zoning Ordinance.** The zoning classifications, permitted uses, definitions and all other matters contained in the Zoning Ordinance duly adopted and enacted as of the date of this Second Amendment shall remain effective as to the Property and shall not be subject to change by subsequent rezoning and/or amendment to said Zoning Ordinance without the prior written consent of the Developer. The plats/maps attached hereto as Exhibit "B" and Exhibit "C" show the entire Property subject to this Agreement and the Zoning District of each parcel shown thereon as of the date of this Amendment.
- I. **Recordation/Binding Effect.** Within fourteen (14) days after County enters into this Second Amendment, Developer shall record the Second Amendment in the Office of the Register of Deeds for Polk County, North Carolina. The burdens of the Agreement and this Second Amendment shall be binding upon, and the benefits of the Agreement and Second Amendment shall inure to all successors in interest of the parties hereto.
- J. **Entire Agreement.** The Agreement and the Second Amendment fully set forth and state all of the agreements, conditions and understandings between County and Developer relative to the Property and the Subdivision and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein. Except as expressly or necessarily amended by this Second Amendment, the terms and provisions of

the Agreement remain in full force and effect. The County and Developer agree that there are no intended third party beneficiaries of the Agreement or Second Amendment.

- K. **Construction.** The parties agree that each party and its counsel have reviewed this Second Amendment and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Second Amendment or any amendments or exhibits hereto.
- L. **Governing Law.** This Second Amendment shall be governed by the laws of the State of North Carolina.
- M. **Counterparts.** This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same instrument.
- N. **Agreement to Cooperate.** In the event of any legal action institutes by a third party or other governmental entity or official challenging the validity of this Second Amendment, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent defense.
- O. **Agreements to Run with the Land.** This Second Amendment shall be recorded in the Office of the Register of Deeds for Polk County, North Carolina. The agreements, covenants and restrictions contained in the Second Amendment shall be binding upon and run with the land and shall be binding upon and an obligation of all successors in the ownership of the Property.
- P. **Severability.** If any severable term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.
- Q. **Authority.** The Developer represents that it has undertaken all notices and actions necessary for corporate approval of this Second Amendment and that the persons signing this Second Amendment on its behalf have the authority to bind the Developer. The County represents that it has undertaken all notices and actions necessary for approval of this Second Amendment and that the person signing this Second Amendment has the authority to bind the County, subject to the Board of Commissioner's approval.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

(Signature Page(s) Immediately Follow, with Exhibit(s) Thereafter)

**"DEVELOPER"**

**TRYON EQUESTRIAN PROPERTIES, LLC**

By: \_\_\_\_\_ (SEAL)  
Mark Bellissimo, Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that MARK BELLISSIMO personally appeared before me this day and acknowledged that they are the Managers of Tryon Equestrian Properties, LLC, a North Carolina Limited Liability Company, and that they, as Managers, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal this \_\_\_\_ day of April, 2018.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**"DEVELOPER"**

**TRYON EQUESTRIAN PROPERTIES NO. 2, LLC**

By: \_\_\_\_\_ (SEAL)  
Mark Bellissimo, Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that MARK BELLISSIMO personally appeared before me this day and acknowledged that they are the Managers of Tryon Equestrian Properties No. 2, LLC, a North Carolina Limited Liability Company, and that they, as Managers, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal this \_\_\_\_\_ day of April, 2018.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**"DEVELOPER"**

**TRYON SHOWGROUNDS, LLC**

By: \_\_\_\_\_ (SEAL)  
Mark Bellissimo, Manger

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that MARK BELLISSIMO personally and voluntarily came before me this this day and acknowledged that he is the Manager of Tryon Showgrounds, LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal this the \_\_\_\_\_ day of April, 2018.

\_\_\_\_\_  
NOTARY PUBLIC  
Name typed/printed: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**"DEVELOPER"**

**TRYON LODGING NO. 1, LLC**

By: \_\_\_\_\_ (SEAL)  
Mark Bellissimo, Manger

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that MARK BELLISSIMO personally and voluntarily came before me this day and acknowledged that he is Manager of TRYON LODGING NO. 1, LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal this \_\_\_\_\_ day of April, 2018.

\_\_\_\_\_  
NOTARY PUBLIC  
Name typed/printed: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**"DEVELOPER"**

**TRYON LODGING NO. 2, LLC**

By: \_\_\_\_\_ (SEAL)  
Mark Bellissimo, Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that MARK BELLISSIMO personally and voluntarily came before me this day and acknowledged that he is the Manager of Tryon Lodging No. 2, LLC, a North Carolina limited liability company, and that he, as manager, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal this \_\_\_\_\_ day of April, 2018.

\_\_\_\_\_  
NOTARY PUBLIC  
Name typed/printed: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**"DEVELOPER"**

**RSMB HOLDINGS, LLC**

By: \_\_\_\_\_ (SEAL)  
Mark Bellissimo, Manger

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that MARK BELLISSIMO personally and voluntarily came before me this day and acknowledged that he is the Manager of RSMB Holdings, LLC, a North Carolina limited liability company, and that he, as manager, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal this \_\_\_\_\_ day of April, 2013.

\_\_\_\_\_  
NOTARY PUBLIC  
Name typed/printed: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**"DEVELOPER"**

**SANDY PLAINS PARTNERS, LLC**

By: \_\_\_\_\_ (SEAL)  
Mark Bellissimo, Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that MARK BELLISSIMO personally and voluntarily came before me this day and acknowledged that he is Manager of Sandy Plains Partners, LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal this the \_\_\_\_\_ day of April, 2018.

\_\_\_\_\_  
NOTARY PUBLIC  
Name typed/printed: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**"COUNTY"**

**COUNTY OF POLK**

By: \_\_\_\_\_ (SEAL)  
Jake H. Johnson, Chairman  
Board of Commissioners

STATE OF NORTH CAROLINA  
COUNTY OF POLK

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that JAKE J. JOHNSON personally appeared me this day and acknowledged that he is the Chairman of the Polk County Board of Commissioners, and that he, as Chairman, being authorized to do so, executed the foregoing on behalf of the County.

Witness my hand and official seal this \_\_\_\_\_ day of April, 2018.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**LIST OF DEEDS , TAX MAP NUMBERS AND OWNERS FOR THE PROPERTY SUBJECT TO THE AGREEMENT  
RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR POLK COUNTY, NORTH CAROLINA**

<b><u>BOOK</u></b>	<b><u>PAGE</u></b>	<b><u>TAX MAP NUMBER</u></b>	<b><u>OWNER</u></b>
418	1962	P105-20 & P105-66	RSMB Holdings, LLC
414	1221	P105-9	RSMB Holdings, LLC
417	1281	P105-33	Tryon Lodging 2, LLC
417	1273	P105-19	Tryon Lodging 2, LLC
417	1273	P105-91,P105-45,P105-73	Tryon Equestrian Properties No. 2, LLC
400	1068	P105-143	Tryon Equestrian Properties No. 2, LLC
400	1424	P105-25 & P105-78	Tryon Equestrian Properties No. 2, LLC
400	1940	P105-74 & P105-71	Tryon Equestrian Properties No. 2, LLC
400	879	P105-72	Tryon Equestrian Properties No. 2, LLC
412	1419	P105-178,P105-105,P105-170, P105-117, P105-95,P105-96, P105-53	Tryon Equestrian Properties No. 2, LLC
407	2351	P105-89 & P 105-102	Tryon Equestrian Properties No. 2, LLC
418	93	P105-93	Tryon Equestrian Properties No. 2, LLC
407	1782	P105-101	Tryon Equestrian Properties No. 2, LLC
407	1609	P105-140,P105-98,P105-141	Tryon Equestrian Properties No. 2, LLC
408	659	P105-13	Tryon Equestrian Properties No. 2, LLC
408	1504	P105-150	Tryon Equestrian Properties No. 2, LLC
408	2168	P105-99	Tryon Equestrian Properties No. 2, LLC
400	879	P105-173	Tryon Equestrian Properties No. 2, LLC
417	106	P105-106	Tryon Lodging 1, LLC
415	2207	P105-17	Tryon Showgrounds, LLC
397	1221	P115-1,P115-217, P115-214, P115-213, P115-212,P115-211, P115-210, P115-209, P115-208, P115-191	Tryon Equestrian Properties, LLC
402	1633	P106-123	Tryon Equestrian Properties, LLC
421	1910	P106-23	Sandy Plains Partners, LLC
415	2287	P106-112	RSMB Holdings, LLC
416	514	P106-122	RSMB Holdings, LLC
407	556	P106-105	RSMB Holdings, LLC
416	893	P106-98	RSMB Holdings, LLC
406	2011	P106-108	RSMB Holdings, LLC

EXHIBIT "B"



1 OF 1

**Odom Engineering PLLC**  
 1000 W. 10th Street, Suite 100  
 Oklahoma City, Oklahoma 73106  
 Phone: (405) 241-1111  
 Fax: (405) 241-1112  
 Website: www.odomeng.com

PROPOSED ZONING PLANS FOR  
**TRYON INTERNATIONAL EQUESTRIAN CENTER**  
 FARM COUNTY, OK  
**DEVELOPMENT PARCELS**

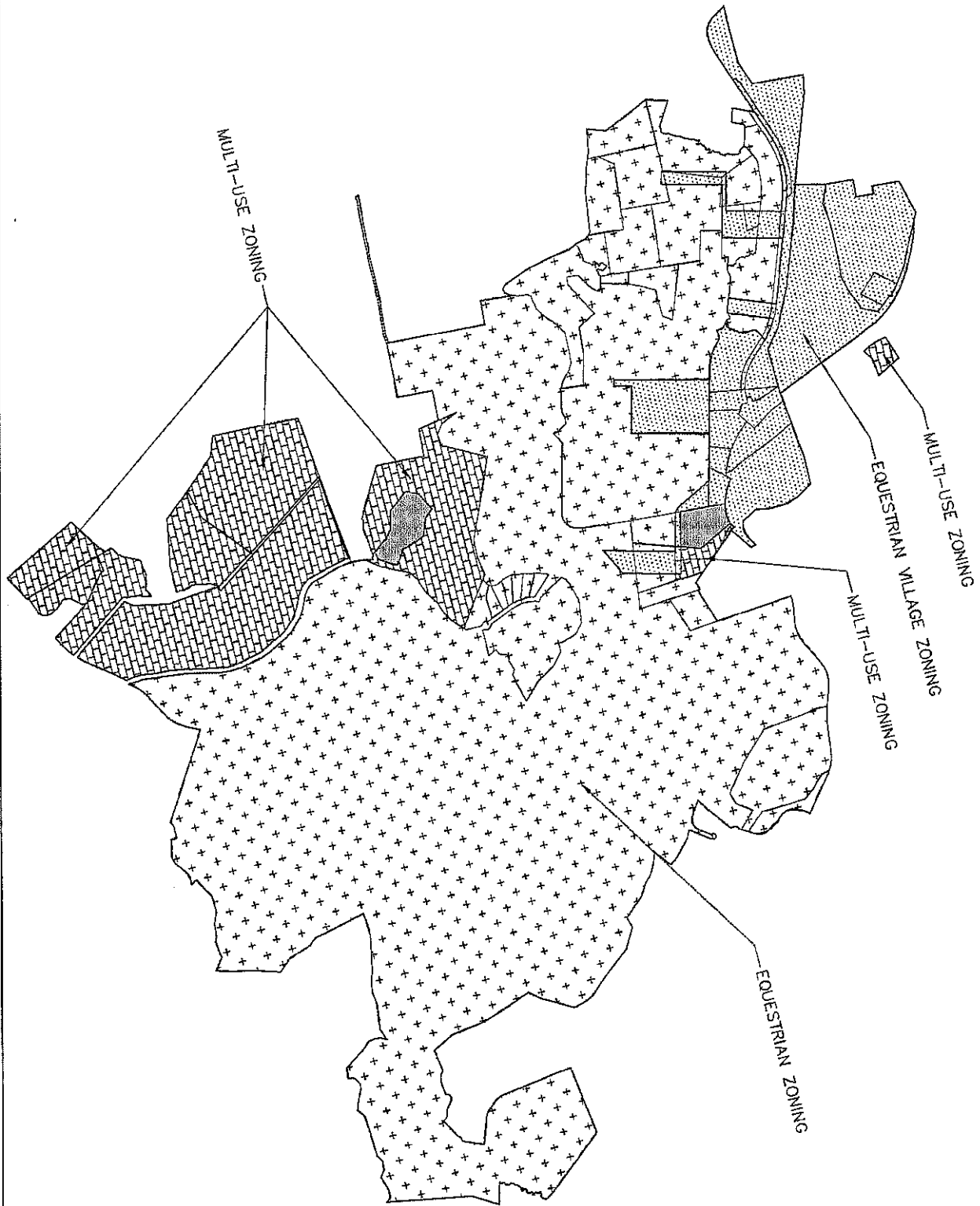


STATE OF OKLAHOMA  
 PROFESSIONAL ENGINEER  
 NO. 17088  
 EXPIRES 12/15/08

REV	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			
6			

JOB NUMBER  
**17088**

EXHIBIT "C"



1 OF 1  
A

**Odom Engineering PLLC**  
 1100 W. STATE ST. SUITE 200  
 RALEIGH, NC 27601  
 TEL: 919.876.1000  
 FAX: 919.876.1001  
 WWW.ODOMENGINEERING.COM

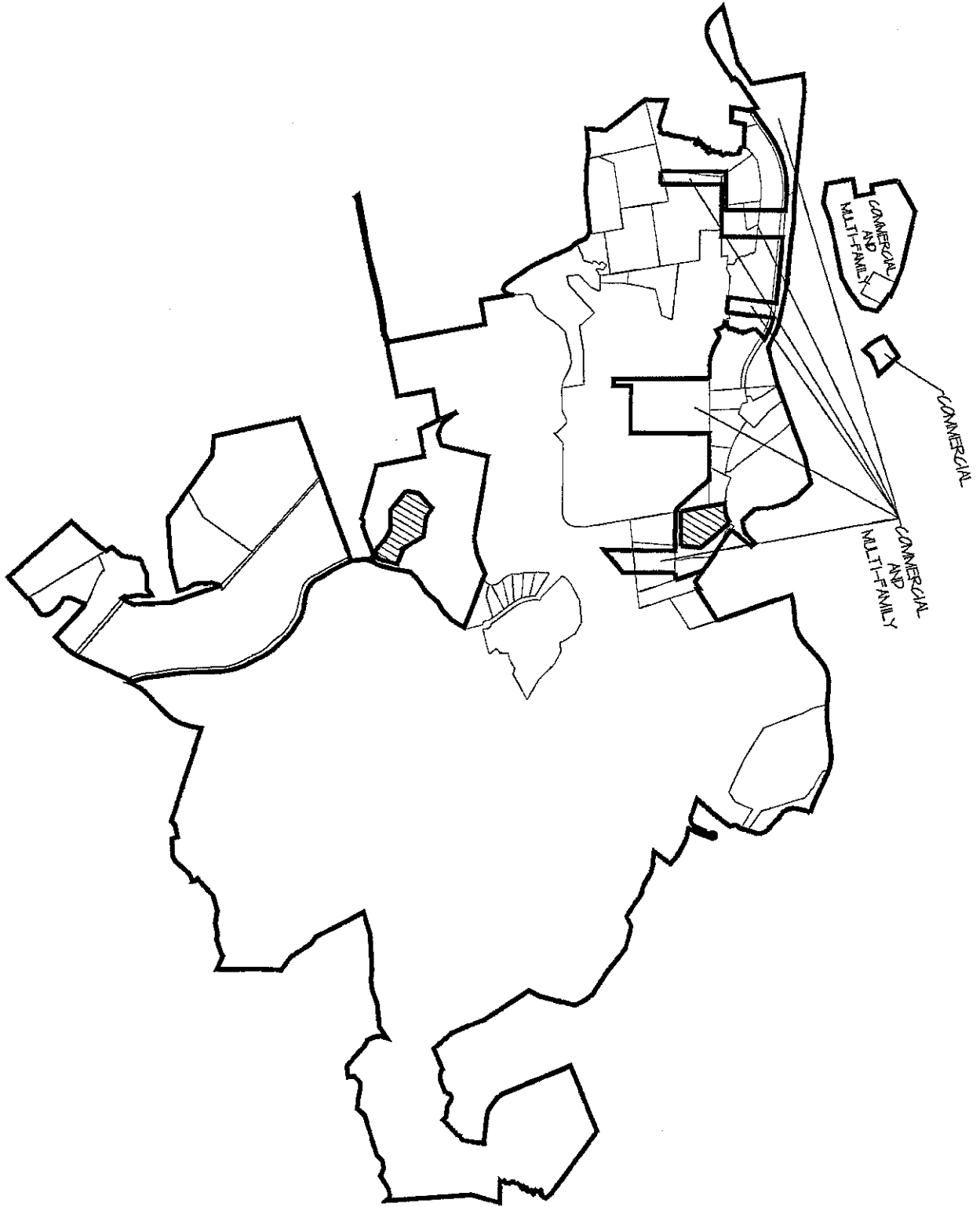
PROPOSED ZONING PLANS FOR  
**TRYON INTERNATIONAL EQUESTRIAN CENTER**  
 POLK COUNTY, NC  
**CURRENT ZONING**



NO.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		

DATE PLOTTED: 08/20/08  
 17088

EXHIBIT "D"



<p><b>Odom Engineering, PLLC</b> 10000 Odom Road, Suite 100 Charlotte, NC 28226 704.541.1111</p>	<p>PROPOSED ZONING PLANS FOR <b>TRYON INTERNATIONAL EQUESTRIAN CENTER</b> FOLK CREST, NC</p>			<p>REV 1</p>	DESCRIPTION	BY	DATE	<p>170863</p>	<p>2016/04/28/16</p>
	<p>2</p>								
<p>3</p>									
<p>4</p>									
<p>5</p>									

1 OF 1

**Exhibit "E" - Permitted Use Table.**

**Zoning District**

EV = Equestrian Village Zoning District

E = Equestrian Zoning District

MU = Multiple Use Zoning District

**Legend**

P = Permitted

P\* = Permitted with conditions/restrictions

C = Allowed as a Conditional Use

Blank Space = Not Permitted

Use/Description

Zoning District

	EV	E	MU
Accessory buildings	P	P	P
Accessory dwelling unit			P
Automobile, truck, & farm Implement sales & service		P	P
Bed & Breakfast	P	P	P
Cemetery <i>*see 6.2.7 for restrictions</i>			P
Church, synagoge, temple, or other religious Building <i>*see 6.2.1 for restrictions</i>	P	P	P
Clubs, public or private <i>*see 6.2.1 for restrictions</i>	P	P	P
Community recreation centers	P	P	P
Courthouse <sup>xvi</sup>			
Convenience stores, including those that sell petroleum and petroleum products	P	P	P
Customary home occupations, Class I	P	P	P
Customary home occupation, Class II		P	P
Day care facility <sup>1</sup> <i>*see 6.2.8 for restrictions</i>			P*
Duplex		P	P
Equestrian centers & facilities, multi-discipline <i>*see 6.2.11 for restrictions</i>	P	P*	
Events, shows & festivals	P	P	
Golf courses & country clubs		P	P
Guest House <i>*see 6.2.3 for restrictions</i>		P	P
Heliport, public & private <i>*see 6.2.12 for restrictions</i>		P*	
Hospitals & clinics			P
Kennels <i>*see 6.2.9 for restrictions</i>			C

Laundry & dry cleaning services	P	P	P
Law Enforcement Center			
Libraries, public or private	P	P	P
Manufacturing, Light		P	P
Manufacturing			C
Mobile or Manufactured Home, Individual			P
Mobile or Manufactured Home Parks			P
Modular Home		P	P
Motels & hotels	P	P	C
Museum	P	P	
Multifamily residences	P	P	P
Nature-Oriented Non-Motorized Outdoor Recreation	P	P	P
Nursery and/or landscape business, & greenhouse			P
Offices, business, medical, professional & public, including banks	P	P	P
Offices pertaining to permitted use	P	P	P
Printing, publishing, & engraving establishments	P	P	P
Public safety facilities (fire, police, etc...)	P	P	P
Quarantine Facilities	P	P	
Radio & TV stations & studios	C	C	C
Recreational facilities, for profit (bowling alleys, skating rinks, etc...)	P	P	C
Recreational facilities, non-profit (parks, playgrounds, nature centers, equestrian courses, etc...)*see 6.2.4 for restrictions	P	P*	C
Recreational Vehicle (RV) <sup>xv</sup> *see 6.2.16 for restrictions	P*	P*	P*
Recreational Vehicle (RV) & Park and/or Camp Areas <sup>xv</sup> *see 6.2.14 for restrictions	P*	P*	C
Restaurants, excluding fast food & drive thru services	P	P	P
Restaurants, including fast food & drive thru services	P	P	P
Rest & convalescent homes, sanitariums	P	P	P
Residential Vacation Rentals*see 6.2.15 for restrictions	P*	P*	P*
Retail trade, commercial services, sales and rental of merchandise & equipment	P	P	P
Retail business customarily serving residential neighborhoods & conducted within an enclosed building			P
Roadside stands selling home grown products			P
Sawmill			P
Schools, public or private	P	P	P

Schools; vocational schools, business schools, & special schools	P	P	P

Service stations	P	P	P
Single family residences		P	P
Solar Energy Generating Facility, Major			C
Solar Energy Generating Facility, Minor <sup>m</sup> <i>*see 6.2.10</i>			P*
Spectator sport facilities 500 or more spectators <i>*see 6.2.13 for restrictions</i>	P	P*	C
Spectator sport facilities less than 500 spectators <i>*see 6.2.13 for restrictions</i>	P	P*	C
Stables, private <i>*see 6.2.5 for restrictions</i>	P	P	P
Storage & warehousing	C	C	C
Theaters	P	P	P
Towers <i>*see Polk County Wireless Telecommunication Ordinance</i>			P*
Towers (Non-Administrative Approval, Section 304 <i>*Polk County Wireless Telecommunication Ordinance</i> )			C*
Truck terminals			P
Utility buildings and facilities, public <i>*see 6.2.6 for Restrictions</i>			P
Veterans' Affairs Office			P
Veterinarian clinics, animal shelters <i>*see 6.2.9 for Restrictions</i>	P	P	C
Vineyard/Winery	P	P	
Waste Handling, Treatment, Processing, Management or Disposal Facility			
Wholesale sales, retail sales & supply houses			P

## **Section 6.2 Other Restrictions**

**6.2.1** Churches and clubs (public or private) provided they are located not closer than fifty (50) feet from any property line with required off-street parking spaces and separated from side and rear property lines by a planted buffer strip at least ten (10) feet in width. The buffer strip shall be composed of two staggered rows of evergreen shrubs or sheared evergreen trees so that an effective screen year-round is present.

**6.2.2** Clubs, public or private, provided they are located not closer than fifty (50) feet from any property line with required off-street parking spaces and separated from side and rear property lines by a planted buffer strip at least ten (10) feet in width. The buffer strip shall be composed of two staggered rows of evergreen shrubs or sheared evergreen trees so that an effective screen year-round is present.

**6.2.3** Guest house, provided that it shall be placed according to applicable setbacks from any property line and provided that not more than one (1) such facility shall be permitted on any lot. A guest house meeting these requirements may be situated on the same lot as a single family residence.

**6.2.4** Nonprofit private equestrian courses, nature centers and recreational facilities, provided that the parcel of land proposed for development shall contain no less than two hundred (200) acres; all structures shall be so placed as not to be closer than three hundred (300) feet from any property line; activities proposed shall in no way have deleterious affects (such as, but not necessarily limited to noise, excess traffic and other effects that go beyond the property line) on adjoining RE-2 and RE-5 developments; the parcel shall be so located as to provide for ingress and egress from the site directly onto a major thoroughfare having an existing or planned right-of-way at least sixty (60) feet in width and shall in no way traverse single-family subdivisions.

**6.2.5** Private stable for not more than one (1) horse on a lot or parcel at least two (2) acres in area; and provided further, that for each additional horse stabled thereon, an additional contiguous two (2) acres of land shall be provided. In no instance shall a horse be confined nearer than seventy-five (75) feet to any property line abutting an existing residence.

The RE-5 districts also allow for horse farms, including the boarding of horses and the extension of on-site riding lessons, provided any stable, barn, or structure required be setback at least three hundred (300) feet from all abutting residentially zoned land.

**6.2.6** Provided all structures shall be set back at least thirty (30) feet from the property line and all exposed apparatus shall be safely enclosed and landscaped.

**6.2.7** Only when associated with a church.

**6.2.8** Provided all state and/or county regulations are met.



**6.2.9** Animal shelters and kennels owned by non-profit corporations that serve the needs of the county and its citizens.

**6.2.10 *Solar Energy Generating Facilities.***<sup>vii</sup> Solar energy generating facilities shall be subject to the following restrictions.

**6.2.10.1** All solar energy generating facilities shall require approval from all applicable state and federal agencies as well as the affected energy provider.

**6.2.10.2** Placement of solar energy generating equipment shall be based on preserving existing site features to the extent practical.

**6.2.10.3** Solar energy generating facilities are exempt from parking requirements if there is not a building component.

**6.2.10.4** Perimeter setback requirements shall be a minimum of forty (40) feet from property lines and not closer than two hundred (200) feet of any residence other than that of the property owners. Necessary ingress and egress from vehicles and utility and transmission lines may be located within the perimeter setback. Fences may not encroach into the setbacks.

**6.2.10.5** Freestanding solar energy generating facilities shall be a maximum of twelve (12) feet in height as measured from the grade at the base of the structure (panel) to the apex of the structure (panel). Freestanding solar energy facilities shall not be visible from the interstate highways, US highways or scenic by-ways as designated by the North Carolina Department of Transportation or Polk County.

**6.2.10.6** No more than 75% of a solar energy generating facility tract of property may be covered with panels (i.e. 20 acre tract required if 15 acres of panels to be installed.)

**6.2.10.7** Copies of any lease agreement and plan for removal of facility/equipment shall be provided to Polk County.

**6.2.10.8** Glare resistant solar panels shall be used in all applications.

**6.2.10.9** Rooftop solar energy generating facilities should not be considered as rooftop equipment on any building type and therefore, does not require screening.

**6.2.10.10** All solar energy generating facilities shall be completely enclosed with a six (6) feet high:

(a) Black or green chain link fence or

(b) Masonry wall or  
(c) Wooden fence that contains spacing no greater than six (6)  
inches.

If the solar energy generating facility is within two hundred (200) feet of a residence other than that of the property owners, a chain link fence is required with vegetation screening.

**6.2.10.11** Lighting mitigation is required.

**6.2.10.12** Solar energy generating facilities shall be maintained in good working condition and be free from debris and nuisances. When the facilities are no longer utilized for energy generation for a period of six (6) months or longer, the property owner shall have the panels and switch gear removed.

**6.2.11** *Equestrian centers & facilities, multi-discipline.* Equestrian centers & facilities, multi-discipline may be allowed pursuant to the use tables in Article VI, provided:

**6.2.11.1** All buildings and accessory buildings (permanent or temporary) used or intended for "Equestrian centers & facilities, multi-discipline" uses (as opposed to buildings and accessory buildings for uses permitted in Multiple Use Districts) shall be placed so as to be at least one hundred feet (100') from any property line; and

**6.2.11.2.** The parcel shall be so located as to provide for ingress and egress from the site directly onto a major thoroughfare having an existing or planned right-of-way at least sixty (60) feet in width and shall in no way traverse any single-family subdivisions, except single-family subdivisions within the "Equestrian" district.

**6.2.12** *Heliports.* Heliports may be allowed pursuant to the use tables provided in this Article, subject to the following restrictions:

**6.2.12.1** The Heliport shall comply with all applicable Federal Aviation Administration aircraft operation requirements.

**6.2.12.2** The Heliport shall be used for the operation of helicopters for emergency, medical, public safety, and transportation purposes.

**6.2.12.3** The Heliport shall not be used to provide prospective lot purchasers "flyover" views, for any other real estate promotional or real estate marketing purposes, or for sight-seeing tours.

**6.2.12.4** All helicopters traveling to or from the Heliport shall, to the fullest extent practicable, travel along the air corridors above Interstate I-26 or U.S. Highway 74 while traveling in Polk County airspace.

**6.2.12.5** The hours of operation for the Heliport shall be limited to 7 a.m. to 10 p.m. The limitation on the hours of operation shall not be applicable to emergency, medical, fire or law enforcement services.

**6.2.13 *Spectator Sport Facility.*** Spectator sport facilities, whether accommodating less than 500 spectators or accommodating 500 or more spectators, may be allowed pursuant to the use table provided in this article. Uses permitted with conditions shall be subject to the following restrictions:

**6.2.13.1** Lighting for outdoor spectator sport facilities shall meet the following standards:

- a) Lighting installations shall be designed to achieve an average level no greater than the minimal illuminance levels for the activity as recommended by the Illuminating Engineering Society of North America (IESNA).
- b) Lighting used to illuminate the surface shall be turned off by 11:30 pm
- c) Lighting shall be designed by a lighting professional having experience with lighting installations.
- d) There shall be no maximum or minimum height restrictions relating to lighting installations on towers as defined by the Zoning Ordinance.
- e) Commercial lighting in any stadium will employ engineered lighting which will mitigate spillover and direct lighting into the stadium area.

**6.2.13.2** Spectator Sports Facility shall not include motorized sports.

**6.2.14 *Recreational Vehicle & Travel Trailer Parks, Service & Camp Areas.*** Recreational vehicle & travel trailer parks, service & camp areas may be allowed pursuant to the use tables provided in this Article. Uses permitted with conditions shall be subject to the following restrictions:

**6.2.14.1** Maximum of 15 units per acre

**6.2.14.2** 10% common space required

**6.2.14.3** No site/space lease or continuous rental thereof shall exceed 6 months.

**6.2.14.4** A 100 foot setback shall be required along property lines where the RV/Camp area meets or adjoins properties not owned by the Developer. The setback established pursuant to this section shall contain an earthen berm at least 2 feet high, with a minimum crown of 2 feet and a width to height ratio of no greater than 2:1, shrubs shall be planted on top of the berm that will attain a height of at least 72" within 4 years of installation and shall be planted 30" apart. In lieu of installing an

earthen berm, Developer may utilize any natural berms, provided that any such natural berm meets or exceeds the criteria of this section.

**6.2.14.5** Quiet hours shall be observed from 11 p.m. to 7 a.m.

**6.2.14.6** All internal streets within RV/camp area shall be surfaced with a minimum of six inches of compacted stone and shall be maintained in a smooth, well-graded condition. All internal roads shall be capable of supporting the imposed load of fire apparatus in accordance with the Fire Apparatus Roads Standards in the North Carolina Fire Code.

**6.2.14.7** Water – an accessible, adequate, safe and potable supply of water shall be required.

**6.2.14.8** Sewer/Septic – approval by the Polk County Health Department shall be required for any installation, alteration or use of a sewage disposal system.

### **6.2.15 Residential Vacation Rentals.**

*Application.* In order to operate a residential vacation rental, the owner or operator shall first obtain a Residential Vacation Rental Operating Permit. Residential Vacation Rental Operating Permits may be obtained from the Planning and Development Department upon the submittal of a completed application, together with the applicable permit fees.

Contents of Application for a Residential Vacation Rental Operating Permit: The application for a vacation rental operating permit shall contain the following information.

- (1) The address of the property.
- (2) Name and contact information for the owner of the property.
- (3) Name and contact information for the operator if other than the owner.
- (4) The number of bedrooms on the property intended to be used for occupancy.
- (5) Proof that the property is registered with the Polk County Travel & Tourism.

### **6.2.16 Recreational Vehicle.** <sup>xv</sup>

#### **6.2.16.1 Recreational Vehicle in Zoning Districts - E, EV, AR, HC, MU and FF zoning districts.**

- (1) One per parcel, provided:
  - a. the recreational vehicle has a valid operational permit from the Health Department for water and a wastewater disposal system, and connected to the wastewater disposal system,
  - b. the recreational vehicle is ready for highway use (defined as: fully licensed, own wheels or jacking system, attached to the site only by quick disconnect

utilities, with no permanently attached additions, and has a current license plate, if applicable),

- c. apply for a zoning permit that is required to be renewed annually; or
- (2) One per parcel during the construction of personal residence provided:
- a. the recreational vehicle is ready for highway use as defined above and is connected to a wastewater disposal system,
  - b. the owner has a valid residential building permit for the parcel upon which the recreational vehicle is located,
  - c. apply for a zoning permit that is required to be renewed annually; or
- (3) One per parcel while stored upon the owner's property on which there is a residence built and is utilized for the owner's personal use; or
- (4) In recreational vehicle and travel trailer parks or service and camp areas.

***6.2.16.2 Recreational Vehicle in Zoning Districts RE1, RE2, RE5, R, MR, NC, I and AR5 zoning districts:***

One per parcel while stored upon the owner's property on which there is a residence built and utilized for the owner's personal use.

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