



AGENDA

Regular Board of Adjustment Meeting

November 9, 2021 - 6:30 PM

Meeting Location:

Town Hall

101 Huntersville-Concord Road

Huntersville NC 28078

1. Roll Call, Determination of Quorum

2. Approval of Minutes

2.A. Consider approval of the October 12, 2021 Minutes of the Meeting ()

3. Hearing of Cases

3.A. DA21-01 9820 Devonshire Dr - A Density Averaging Certificate request to allow 1,200 sq. ft. of impervious development rights to be transferred from 12709 Angel Oaks Drive to 9820 Devonshire Drive. (*Nathan Farber*)

3.B. V21-12 14903 Billingshurst Ct - A variance request for a 3.2' reduction to a setback of 35' for a left rear yard setback. (*Kayleigh Mielenz*)

4. Other Business

5. Adjourn



**Minutes of the Meeting
Regular Board of Adjustment Meeting
October 12, 2021 - 6:30 PM**

**Meeting Location:
Town Hall 101 Huntersville-Concord Road
Huntersville NC 28078**

1. Roll Call, Determination of Quorum

Quorum was determined, and Chairman Cecil called the meeting to order.

Regular Members in attendance: Chairman E. Cecil, Vice-Chairman P. Jacobson, S. Genenbacher, J. Bradshaw, M. Bennett, and K. Burton.

Regular Members absent: J. Loucks

Alternate Members present: J. Carbonell, J. Passarelli and K. Bray as a voting member

Chairman Cecil requested that J. Glass read the opening statement. J. Glass read the opening statement. Chairman Cecil asked all Board members if there was any conflict. There was no conflict stated.

Prior to testimony, a group attestation was completed for all parties involved or giving testimony to the case. This included: Lauren Speight and Louis Molnar,

2. Approval of Minutes

2.A. Consider approval of the September 14, 2021 Regular Meeting Minutes

J. Bradshaw made a Motion to Approve the September 14, 2021, minutes. P. Jacobson seconded the motion. The motion passed (7-0).

3. Hearing of Cases

3.A. Variance # 21-11 is a request by Louis F Molnar Jr from Article 3.2.3(d) (3) and Article 2.3.1 of the Huntersville Zoning Ordinance. The request is for a variance to allow construction of a subordinate structure (porch) within the rear setback. (Lauren Speight)

Lauren Speight, Planner II (also referred to herein as "staff") presented, and entered the Staff Report into the record through verbal testimony as indicated below, and written documentation, which is attached hereto as Exhibit A1, and incorporated herein by reference.

L. Speight explained that the variance requested is from Article 3.2.3(d) (3) and Article 2.3.1 of the Huntersville Zoning Ordinance to allow a subordinate structure (porch) within the rear setback. Staff finds that the applicant has met the four findings of fact based on the findings

presented and included in the staff report.

Louis Molnar, 16007 North Point Road stated that to his knowledge this structure is from the original building, and he intends to enclose the existing portion in question and remove a portion of the existing deck that encroaches into the setback which will actually bring the property more into compliance.

K. Burton asked if the applicant was also proposing the pool addition indicated on the enclosed documents and if this would further require a variance. Staff confirmed the proposed pool would be compliant and would not require a variance.

K. Bray asked staff if the applicant would also need a setback from Article 8.89 and if the structure or impervious calculations have changed since the house was first constructed. Staff confirmed that to the best of their knowledge the non-conformity is due to the size of the structure encroaching and not the setback, therefore they do not need a variance from Article 8.89. Additionally, to the best of staff's knowledge and the available records the structure and impervious calculations have not changed since the house was constructed.

J. Bradshaw made a Motion to Approve V21-11 with the condition that the existing deck be removed as indicated by the applicant and based on the finding of facts provided by staff. P. Jacobson seconded the motion. The motion passed unanimously (7-0).

4. Other Business

Chairman Cecil requested corrections to the Board of Adjustments membership list. Staff confirmed those corrections.

Chairman Cecil shared with the Board that he received a phone call from Mayor Aneralla requesting an appointment to discuss things. He stated that after some discussion to ascertain the purpose of the appointment, the Town Manager and Town Attorney joined the call. A date was agreed upon for the appointment and Chairman Cecil brought along P. Jacobson, J. Passarelli, and K. Bray as friends to join him.

Chairman Cecil stated that he was informed at the meeting that the Town Board had decided to remove the right of the Board of Adjustments to write their own rules of procedure. He stated he was very concerned about this because, in his opinion, this would cause the Board of Adjustments to lose their individuality.

P. Jacobson stated he was surprised to hear the Town's point of view and commented that the professional decorum at the September meeting was not their best. He commented that in his opinion the Board and the Town share the same goals for the rules of procedure to be accurate and to treat everyone with professional courtesy. He then apologized to J. Glass, Staff Attorney and concluded with his belief that the Board wants to run a quality meeting by the rules.

S. Genenbacher asked how E. Cecil selected those specific members of the Board to attend the meeting and why the Board was not informed of this meeting prior to it occurring. Chairman Cecil responded it was his decision based on receiving the call while meeting with P. Jacobson and the alternates to review the proposed rules of procedure edits.

Chairman Cecil stated he has followed up with members of the Town Board and determined

that there has not been a final decision made removing the ability of the Board of Adjustments to correct their rules of procedure; therefore, he would like to call a Special Meeting for October 19, 2021, at 6:30pm to discuss the proposed rules of procedure edits.

J. Glass asked to address the Board and stated that the current procedure in place for all other Boards is that the Board makes recommendations for amendments to the rules of procedure which are then presented to the Town Board for final approval. The Board of Adjustments remains independent from the Town Board because the Town Board does not have any involvement in the decision making for granting a variance, this is conducted by the Board of Adjustments. He then stated that based on the discussions the Town Attorney and Staff Attorney will be setting up a training related to legal requirements for granting a variance and making a motion that the Board will be invited to attend.

Chairman Cecil restated his concern regarding the Board of Adjustments remaining independent and then commented that the Board of Adjustments is not an advisory board to the Town as the other Board's are for which the Town Board approves the rules of procedure.

M. Bennett asked how the previous rules of procedure amendments were handled. P. Jacobson responded that the amendments were mutually provided by the Town Attorney and the Board of Adjustments, reviewed and voted on by the Board of Adjustments and signed by the Chairman.

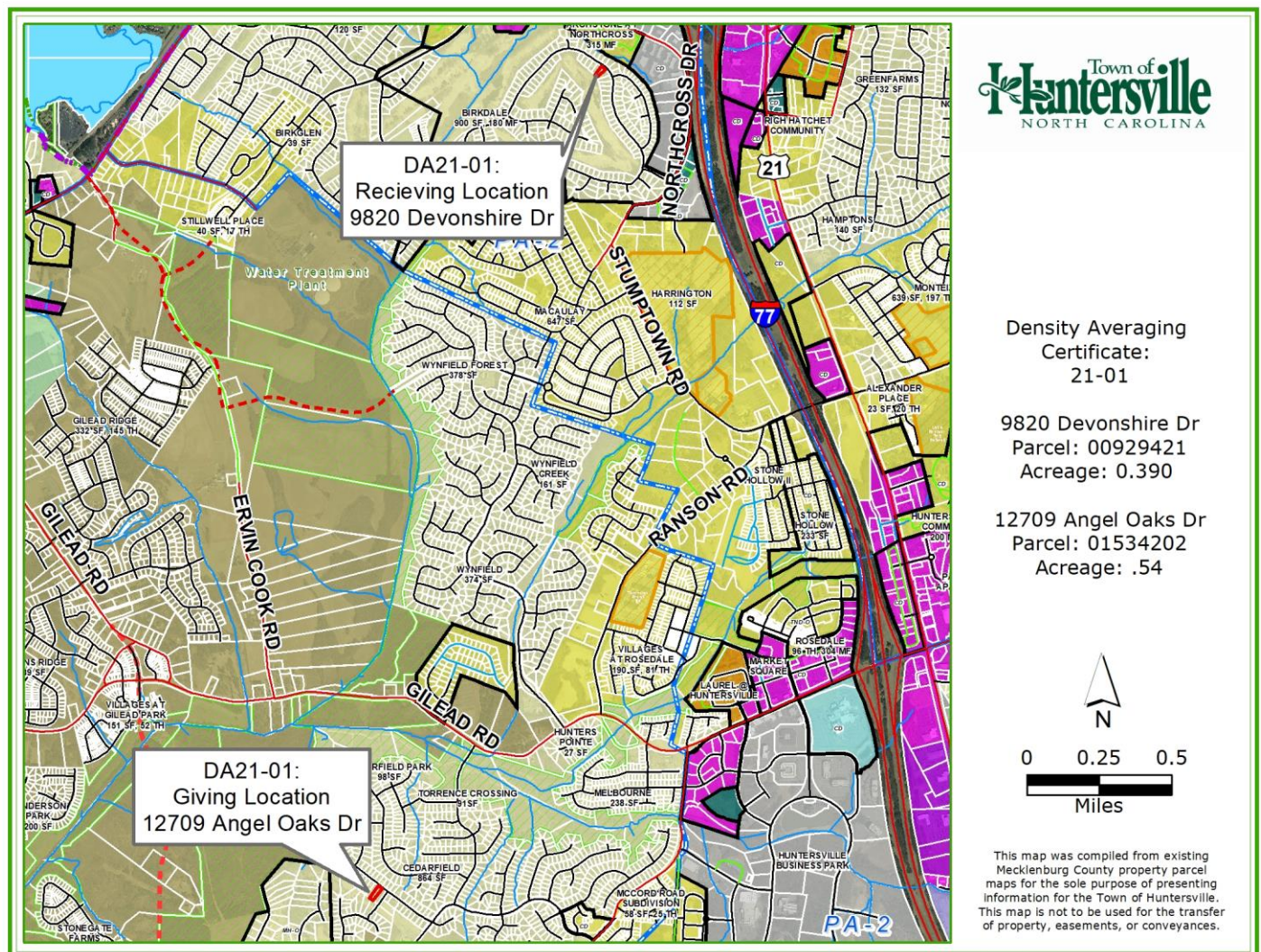
5. Adjourn

M. Bennett made a Motion to Adjourn. J. Bradshaw seconded the motion. The motion passed unanimously (7-0).

DA 21-01 – 9820 Devonshire Drive 9820 Devonshire Drive (Receiving) & 12709 Angel Oaks Drive (Giving)

The applicants, Michael and Deborah Buchsbaum, are requesting a Density Averaging Certificate to allow 1,200 sq. ft. of impervious development rights to be transferred from 12709 Angel Oaks Drive to 9820 Devonshire Drive (see location map below and **Exhibit 4**). This action is possible via Article 3.3.2-B, i, (*Paired-Parcel Averaged-Density Development*) of the Huntersville Zoning Ordinance, which states:

The transfer of impervious development rights between two (2) parcels not within the boundaries of the same subdivision by way of designated undisturbed natural areas. A metes and bounds description of the space to be undisturbed and limits on use shall be recorded on the subdivision plat, in homeowner covenants, and on individual deed and shall be irrevocable. The resultant impervious area/amount for the two lots combined shall not exceed the original allowable impervious amount for each individual lot if they were developed separately.



BACKGROUND:

1. The receiving property, 9820 Devonshire Drive is zoned General Residential with a Conditional District Rezoning (GR-CD) and is located in Mountain Island Lake Watershed PA-2. The giving property, 12709 Angel Oaks Drive, is zoned General Residential (GR) and is located in the Mountain Island Lake Watershed PA-1.
2. The lot at 9820 Devonshire Drive (currently owned by Michael and Deborah Buchsbaum) has a total maximum allowable Built-Up Area (B.U. Area) of 4,000 sq. ft. The currently recorded map on Map Book 32, Page 280 was executed in 1999. Currently, the lot has 4,066 sq. ft. of impervious coverage (Exhibit 2), which is not compliant, as it exceeds the permitted impervious amount by 66 sq. ft.
3. The lot located at 12709 Angel Oaks Drive (owned by Sean and Karen Thomas) has a total maximum allowable Built-Up Area (B.U. Area) of 4,994 sq. ft after the first build. This is based upon the calculations of the survey included by the applicant (Exhibit 2 and 3). Currently, the lot has 2,708 sq. ft. of impervious coverage (Exhibit 2 and 3), which is compliant and currently has an additional 4,994 sq. ft. B.U. Area for future development.
4. The applicant proposes to transfer 1,200 sq. ft. of impervious rights from 12709 Angel Oaks Drive to 9820 Devonshire Drive. This will give the property at 9820 Devonshire Drive a total of 5,200 sq. ft. of B.U. Area (a net increase of 1,134 sq. ft. for future development).
5. If granted, the Density Averaging Certificate would bring this property, 9820 Devonshire Drive, into compliance with the Town of Huntersville Zoning Ordinance.

STAFF FINDINGS (ordinance standards are in italics)

In considering this Density Averaging request, the following *Paired-Parcel Averaged-Density Development* (Article 3.3.2-B,i) must be addressed with findings of fact:

- 1) *A density averaging certificate shall be considered one development request.*

Staff Finding:

The application has been processed as one development request.

- 2) *Overall impervious area/amount of the paired parcel averaged-density development, calculated by built-upon area, shall not exceed the impervious that would be allowed if the parcels were developed separately. The parcel pair shall be located in the same water supply watershed and preferably in the same drainage area of the watershed. Parcel pairs may be located in the Critical Area and in the Protected Area. However, if one of the parcels is located in the Critical Area and one is located in the Protected Area, the Critical Area parcel shall not be developed beyond those impervious amounts allowed in the critical area provisions of the Huntersville Zoning Ordinance. A property in a more restricted watershed area shall not acquire impervious rights from a property in a less restricted area of the watershed. The purpose of this provision is to preserve open space in the more sensitive areas of the watershed.*

Staff Findings:

The receiving property, 9820 Devonshire Drive is zoned General Residential with a Conditional District Rezoning (GR-CD) and is located in Mountain Island Lake Watershed PA-2. The giving property, 12709 Angel Oaks Drive, is zoned General Residential (GR) and is located in the Mountain Island Lake Watershed PA-1. The 1,200 sq. ft. proposed for 9820 Devonshire Drive combined with the existing impervious area for both properties will not exceed the total impervious allowed for both parcels – which is 8,994 sq. ft.

- 3) *The paired parcels may include or be developed for residential or non-residential purposes.*

Staff Findings:

The paired-parcel lot at 9820 Devonshire Drive is residential zoned and may be further developed for residential purposes. The lot at 12709 Angel Oaks Drive is residential zoned and may be further developed for residential purposes.

- 4) *Buffers shall at least meet the appropriate minimum Huntersville Zoning Ordinance water supply watershed protection requirements on both parcels in the parcel pair.*

Staff Findings:

There are no perennial streams that require buffers within or abutting either parcel.

- 5) *The portion of the parcel(s) which is not developed as part of the paired parcel, but that is being averaged in the land area being evaluated to meet the built-upon surface area, shall remain in an undisturbed vegetated or natural state. A metes and bounds description of the space to be undisturbed and limits on use shall be recorded on the subdivision plat, in homeowner covenants, and on individual deed and shall be irrevocable. The resultant impervious area/amount for the two lots combined shall not exceed the original allowable impervious amount for each individual lot if they were developed separately. It shall be noted on the plat that the Zoning Administrator shall reserve the right to make periodic inspections to ensure compliance.*

Staff Findings:

In order to comply with this requirement, a 1,200 sq. ft. metes and bounds description of an undisturbed vegetated buffer area will be reserved in perpetuity for the parcel at 12709 Angel Oak Drive. This area will be recorded on a subdivision plat and property deeds at the Mecklenburg County Register of Deeds. This note does not currently appear on the included survey, but Town of Huntersville Staff will request the survey company to add a note to this effect before recordation of the map.

- 6) *A Density Averaging Certificate shall be obtained from the Watershed Review Board (Board of Adjustment) to ensure that both parcels considered together meet the standards of the ordinance and that potential owners have record of how the watershed regulations were applied to the parcel pair. Only the owner(s) of both of the paired parcels may submit the application for the Density Averaging Certificate. A site plan for both of the parcels must be submitted and approved as part of the Density Averaging Certificate. If such a certificate is granted, no change in the development proposal authorized for either parcel shall be made unless the certificate is amended. Upon issuance of such certificate, one copy will be forwarded to the North Carolina Division of Water Quality (DWQ). Included with the Density Averaging Certificate will be a site plan, registered plats for both properties, a description of both properties, and documentation reflecting the development restrictions to the parcel pair that will remain undeveloped.*

Staff Findings:

The owners of both paired-parcels submitted an application for a Density Averaging Certificate (**Exhibits 1**). The Board of Adjustment Hearing (acting as the Watershed Review Board) will be held on November 9, 2021 to determine whether a Density Averaging Certificate will be granted. If granted, the plats will be recorded with a copy of the Density Averaging Certificate, and revised deeds. The necessary parties will be notified and given a copy of the recorded information.

- 7) *The Watershed Review Board shall make written findings supported by appropriate calculations and documentation that the paired parcel averaged-density development plan as a whole conforms to the intent and requirements of this Article and Section, and that the proposed agreement assures protection of the public interest.*

Staff Findings:

The surveys provided demonstrate conformity to the intent and requirements of this Article and Section, and the proposed agreement does not adversely affect the public interest.

- 8) *The undisturbed land area shall be recorded in the deed for the parcel to which it applies. The Density Averaging Certificate shall be recorded in the deed for each of the parcels in the parcel-pair. Both the designated undisturbed land area and the certificate shall be noted on the subdivision plat that applies to each of the parcels.*

Staff Findings:

If the Density Averaging Certificate is granted, the applicant will prepare a revised deed and plat for both properties. Then be responsible for recording the Density Averaging Certificate for both properties with the appropriate deeds and plats.

- 9) *Storm water run-off from paired parcel averaged-density development which meets the low-density option development requirements shall be controlled by vegetative conveyances to the maximum extent practicable and shall be approved by Mecklenburg County Storm Water Services', Water Quality Program.*

Staff Findings:

It was determined by Mecklenburg County Water Quality that there would be minimum benefit to requiring stormwater treatment on this site because of the current topography and that storm water runoff was controlled by vegetative conveyances to the maximum extent practicable.

- 10) *Storm water runoff from paired-parcel averaged density development which meets the high-density option development requirements shall be controlled on the parcel(s) where the high-density development is occurring in accordance with the criteria specified in the Huntersville Water Quality Design Manual and the Huntersville Zoning Ordinance for high-density development.*

Staff Findings:

Both properties are in a low-density development area.

- 11) *No parcel for which a watershed variance has been granted, or would be required, may be included as part of a parcel pair.*

Staff Findings:

There have been no watershed variances granted for either parcel.

- 12) *Compliance with criteria 1-12 shall be evidence that the parcel pair is consistent with the orderly and planned distribution of development throughout the watershed.*

Staff Findings:

The applicant has complied with all applicable criteria for a Density Averaging Certificate.

STAFF CONCLUSIONS

Based on all of the above findings, staff recommends approval of a Density Averaging Certificate. Based upon finding of facts, staff concludes the criteria as outlined in Zoning Ordinance Article 3.3.2.B, i, (*Paired-Parcel Averaged-Density Development*) has been satisfied.

Exhibit 1 – Density Averaging Certificate Application

Exhibit 2 – Survey of 9820 Devonshire Dr

Exhibit 3 – Survey of 12709 Angel Oak Dr

Exhibit 4 – Vicinity Map of 9820 Devonshire Dr and 12709 Angel Oak Dr



Density Averaging Certificate Application

INCOMPLETE SUBMISSIONS WILL NOT BE ACCEPTED. PLEASE CHECK ALL ITEMS CAREFULLY.

The terms "lot" and "parcel" are used interchangeably.

1. Description of Request

Briefly explain the nature of this request. If a separate sheet is necessary, please attach to this application.

We wish to purchase and transfer the impervious rights of 1200 SF of property. The donating property is 12709 Angel Oak Drive, Huntersville, NC (Sean + Karen Thomas). The receiving property is 9820 Devonshire Drive, Huntersville, NC (Michael + Deborah Buchsbaum).

2. Receiving Parcel Information (Receiving parcel shall not be located in the Critical Area, CA)

* Printed Name Michael and Deborah Buchsbaum Phone 704-858-0982

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☒ Other: private family home

Title Subtrust Mortgage Email dbbux4@gmail.com

Address of Property Owner 9820 Devonshire Drive, Huntersville, NC 28078

Signature Michael Buchsbaum / Deborah Buchsbaum

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Parcel Identification Number of Receiving Lot (PIN)	00929421
Zoning District	GR (CD)
Watershed Overlay	McDowell Creek
Property Size (acres)	0.39
Amount of Existing Impervious Lot Coverage (sf)	Allowed - 4000 SF, Current 4056 SF
Amount Impervious Area Receiving from Giving Lot (sf)	1200
Has a watershed variance ever been granted for this parcel?	☐ YES ☒ NO

If this application is signed by an agent on behalf of the Property Owner(s), this application MUST be accompanied by a notarized Limited Power of Attorney signed by the property owner (s), specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.

3. Giving Parcel Information

* Printed Name Sean + Karen Thomas Phone 980-621-2324
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: private family home
Title _____ Email wild heart 258@yahoo.com
Address of Property Owner 12709 Angel Oaks Drive, Huntersville, NC 28078
Signature Sean Thomas
* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Parcel Identification Number of Receiving Lot (PIN)	<u>01534202</u>
Zoning District	<u>GR</u>
Watershed Overlay	<u>McDowell Creek</u>
Property Size (acres)	<u>0.54</u>
Amount of Existing Impervious Lot Coverage (sf)	<u>2825</u>
Has a watershed variance ever been granted for this parcel?	☐ YES ☒ NO

If this application is signed by an agent on behalf of the Property Owner(s), this application MUST be accompanied by a notarized Limited Power of Attorney signed by the property owner (s), specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. **If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.**

4. Site Plan Submission Schedule

Density Averaging Plats must be reviewed by the Town of Huntersville Planning Department and approved by the Board of Adjustment. The Board of Adjustment Submittal Deadlines and Meeting Schedule can be found through the Planning Department website.

5. Reference Information

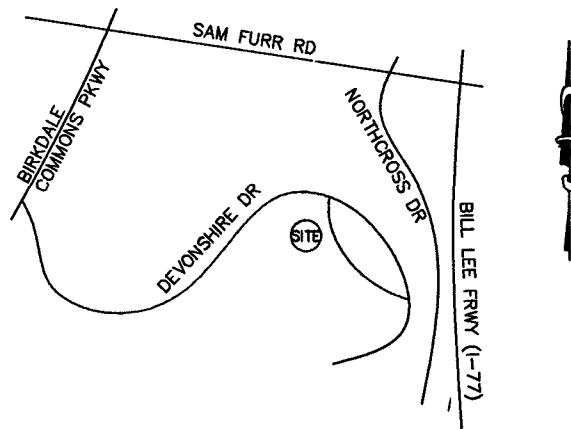
Please see the Town Website below for the following:

- [Town of Huntersville Impervious Applicability Map](#)
- [Town of Huntersville Fee Schedule](#)
- [Density Averaging Certificate Checklist](#)
- [Density Averaging Review Process](#)
- Town of Huntersville Zoning Ordinance Watershed Overlays
 - For Parcels in the Mountain Island Lake Watershed Overlay (MIL-O), See [Article 3.3.2](#)
 - For Parcels in the Lake Norman Watershed Overlay (LN-O), See [Article 3.3.3](#)

Contact Information

Town of Huntersville	Phone:	704-875-7000
Planning Department	Fax:	704-992-5528
PO Box 664	Physical Address:	105 Gilead Road, Third Floor
Huntersville, NC 28070	Website:	https://www.huntersville.org/228/Planning-Department

Date Received by Staff 10/7/2021



VICINITY MAP NO SCALE

IMPERVIOUS AREA CHART
PREVIOUS IMPERVIOUS AREA
LOT 598 (PB.32 PG.280) = 4,000 S.F.
LOT 2 (PB.23 PG.155) = 4,994 S.F.
(LOT 2)23,518 SF- 2,708(FIRST BUILD)=20,810 SF
20,810 SF X (24%)= 4,994 SF
TOTAL BOTH LOTS = 8,994 S.F.

NEW IMPERVIOUS AREA ALOTMENT PER LOT
LOT 598 (PIN 00929421) = 5,200 S.F.
LOT 2 (PIN 01534202) = 3,794 S.F.
TOTAL BOTH LOTS = 8,994 S.F.

SURVEYED IMPERVIOUS AREA
LOT 598 = 4,066 SQ. FT.(TOTAL)
HOUSE\PORCH = 2,562 SF
DRIVEWAY\SIDEWALKS = 1,272 S.F.
STONE PATIO = 165 S.F.
WALLS = 50 S.F.
A\C PADS = 17 S.F.

LOT 2 = 2,708 S.F.(TOTAL)(FIRST BUILD)
HOUSE\PORCH = 1,896 SF
DRIVEWAY = 696 S.F.
SIDEWALK = 87 S.F.
A\C PAD = 29 S.F.

TOTAL BOTH LOTS = 6,774 S.F.

IMPERVIOUS AREA REMAINING PER LOT
LOT 598 = 1,134 S.F.
LOT 2 = 3,794 S.F.

OWNER CERTIFICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL SEWER LINES AND ALL WATER LINES TO THE CHARLOTTE-MECKLENBURG UTILITY DEPARTMENT, IF APPLICABLE.

Owner(s) _____ Date _____

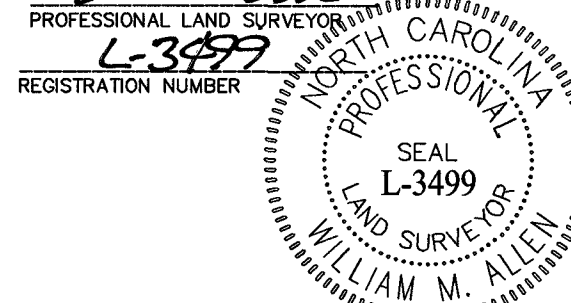
OWNER _____ DATE _____

SURVEYORS CERTIFICATION

I, WILLIAM M. ALLEN CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION DEED DESCRIPTION RECORDED IN BOOK 12603, PAGE 474; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10000. (THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK 34698, PAGE 13); THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

WITNESS MY HAND AND SEAL THIS 16 DAY OF Oct. A.D. 2021.

OFFICIAL SEAL



THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF

PROFESSIONAL LAND SURVEYOR

DENSITY AVERAGING/IMPERVIOUS TRANSFER PLAT

THIS PLAT REPRESENTS A TRANSFER OF IMPERVIOUS RIGHTS THROUGH A DEDICATED UNDISTURBED NATURAL AREA FOR PROPERTIES WITHIN THE JURISDICTION OF THE TOWN OF HUNTERSVILLE THAT MAY OR MAY NOT RESULT IN THE CREATION OF TRACTS OF LAND THAT ARE COMPLIANT WITH THE STANDARDS OF THE ZONING AND SUBDIVISION ORDINANCE. IT IS SUBJECT TO THE PROVISIONS OF THE HUNTERSVILLE ZONING ORDINANCE DENSITY AVERAGING STANDARDS AND REQUIRES THE APPROVAL OF THE HUNTERSVILLE BOARD OF ADJUSTMENTS ACTING AS THE WATERSHED REVIEW BOARD. ANY CHANGE IN THE DEVELOPMENT PROPOSAL (IMPERVIOUS ALLOWANCE) AUTHORIZED FOR EITHER PARCEL SHALL REQUIRE AN AMENDMENT OF THE DENSITY AVERAGING CERTIFICATE BY THE BOARD OF ADJUSTMENT TOWN OF HUNTERSVILLE

Town Planner _____ Date _____

REVIEW OFFICER BLOCK

I, _____ REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ Date _____

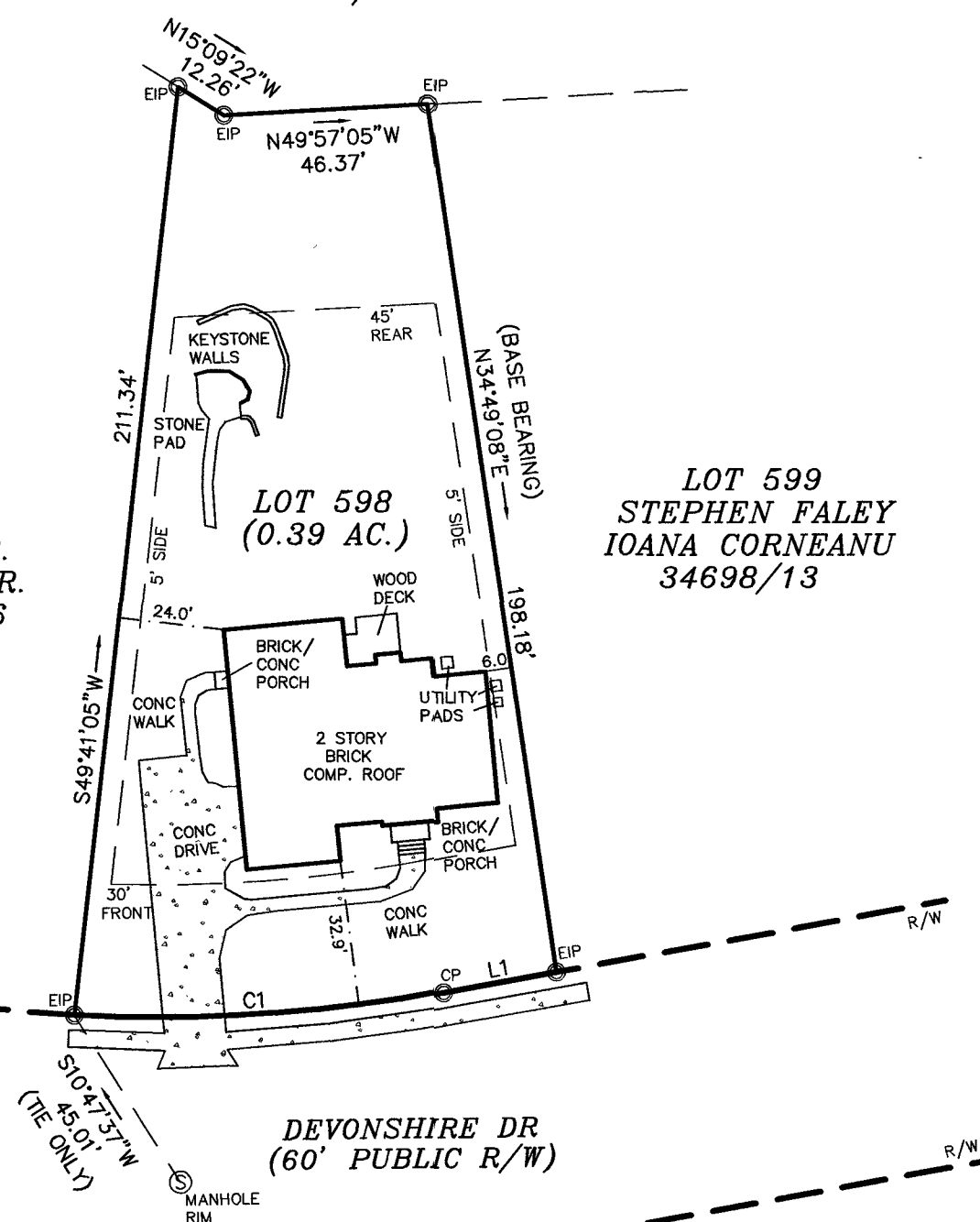
NOTES:

- 1) This property may be subject to any easements and/or Rights-of-way of record.
- 2) Tax Parcel No. (00929421) LOT 598- DB.12603 PG.474 (PB 32 PG 280)
- 3) This lot is zoned : GR(CD)
- 4) Minimum Building Setback Per GR Zoning: 30' FRONT
5' SIDEYARD
45' REAR YARD
12' MIN. BLDG. SEPARATION
- 5) Lot 598 is located in Mountain Island Lake Watershed, PA2 percentage given 24%.
- 6) No geodetic monument found within 2000' of said property.
- 7) Lot 598 is located in zone "x" per flood map 3710463100k dated 11\16\18
- 8) LOT 598 (PLAT BK.32 PG.280) RECEIVED IMPERVIOUS FROM LOT 2 PLAT BK. 23 PG. 155. (see impervious chart for detail)

ROMSPEN BIRKDALE LLC.
29110/637

LOT 597
ROBERT R.
PRUETT JR.
25084/546

LOT 599
STEPHEN FALEY
IOANA CORNEANU
34698/13



LEGEND
E.I.P. = EXISTING IRON FOUND
I.P.S. = #4 REBAR SET
R/W = RIGHT-OF-WAY
CP = COMPUTED POINT

DAS

DON ALLEN & ASSOCIATES P.A.
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Commercial * Residential * Mortgage Surveys * Multi-Family
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(704) 664-7029 (704) 664-8041 Fax
DONALLENSURVEY@GMAIL.COM

CURVE TABLE			
CURVE	RADIUS	LENGTH	BEARING
C1	360.00'	84.22'	N 50°27'01" W 84.03'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 57°09'36" E	26.06'

PURPOSE STATEMENT

THE PURPOSE OF THIS PLAT WAS TO REVISE THE IMPERVIOUS COVERAGE. LOT 598 (PLAT BK. 32 PG.280) RECEIVED 1,200 S.F. OF IMPERVIOUS FROM LOT 2 (PLAT BK. 23 PG. 155). (SEE IMPERVIOUS CHART FOR DETAIL)

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

REVISED DATE :

TITLE:

LOT 598-REVISED
BIRKDALE PHASE 3 MAP 2 (LOT 598)
PLAT BOOK 32 PAGE 280

OWNER:

LOT 598
MICHAEL S. & DEBORAH BUSHBAUM
9820 DEVONSHIRE DR.
HUNTERSVILLE, N.C. 28078
DEED BK 12603 PG 474

LOCATION:

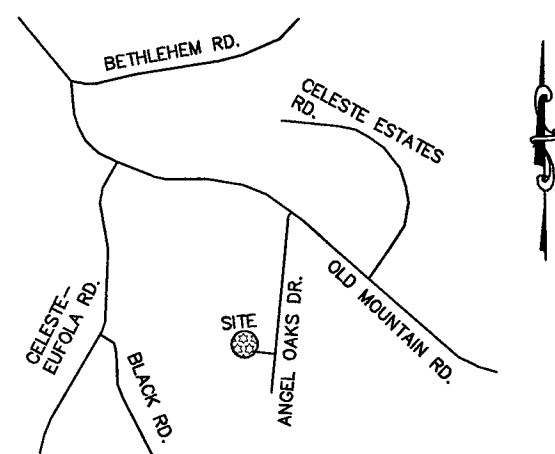
TOWN OF HUNTERSVILLE
LEMELY TWSP., MECKLENBURG COUNTY, N.C.

DATE:
10\05\2021

DRAWN BY:
WMA

JOB NO.

FILE: BIRKDALE 598-P



VICINITY MAP NO SCALE

NOTES:

- 1) This property may be subject to any easements and/or Rights-of-way of record.
- 2) Tax Parcel No. (01534202) LOT 2- DB.21258 PG.568 (PB 23 PG 155)
- 3) This lot is zoned : GR
- 4) Minimum Building Setback Per plat: 35' FRONT
6' 8" SIDEYARD
45' REAR YARD
12' MIN. BLDG. SEPARATION
- 5) Lot 2 is located in Mountain Island Lake Watershed, PA1 percentage given 24%.
- 6) No geodetic monument found within 2000' of said property.
- 7) Lot 2 is located in zone "x" per flood map 3710463100k dated 11\16\18
- 8) LOT 598 (PLAT BK.32 PG.280) RECEIVED IMPERVIOUS FROM LOT 2 PLAT BK. 23 PG. 155. (see impervious chart for detail)

OWNER CERTIFICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL SEWER LINES AND ALL WATER LINES TO THE CHARLOTTE-MECKLENBURG UTILITY DEPARTMENT, IF APPLICABLE.

Owner(s) _____ Date _____

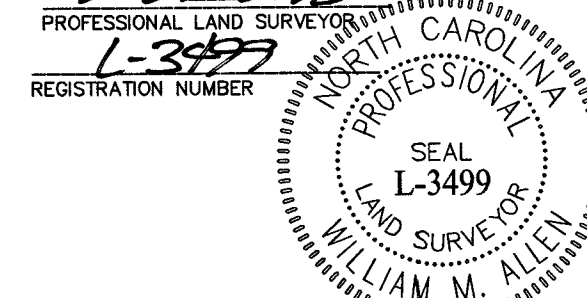
OWNER _____ DATE _____

SURVEYORS CERTIFICATION

I, WILLIAM M. ALLEN CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION DEED DESCRIPTION RECORDED IN BOOK 21258, PAGE 568; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10000, (THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK 7722, PAGE 587); THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

WITNESS MY HAND AND SEAL THIS 6 DAY OF OCT., A.D. 2021.

OFFICIAL SEAL



THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF

PROFESSIONAL LAND SURVEYOR

DENSITY AVERAGING/IMPERVIOUS TRANSFER PLAT

THIS PLAT REPRESENTS A TRANSFER OF IMPERVIOUS RIGHTS THROUGH A DEDICATED UNDISTURBED NATURAL AREA FOR PROPERTIES WITHIN THE JURISDICTION OF THE TOWN OF HUNTERSVILLE THAT MAY OR MAY NOT RESULT IN THE CREATION OF TRACTS OF LAND THAT ARE COMPLIANT WITH THE STANDARDS OF THE ZONING AND SUBDIVISION ORDINANCE. IT IS SUBJECT TO THE PROVISIONS OF THE HUNTERSVILLE ZONING ORDINANCE DENSITY AVERAGING STANDARDS AND REQUIRES THE APPROVAL OF THE HUNTERSVILLE BOARD OF ADJUSTMENTS ACTING AS THE WATERSHED REVIEW BOARD. ANY CHANGE IN THE DEVELOPMENT PROPOSAL (IMPERVIOUS ALLOWANCE) AUTHORIZED FOR EITHER PARCEL SHALL REQUIRE AN AMENDMENT OF THE DENSITY AVERAGING CERTIFICATE BY THE BOARD OF ADJUSTMENT TOWN OF HUNTERSVILLE

Town Planner _____ Date _____

REVIEW OFFICER BLOCK

I, _____, REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ Date _____

IMPERVIOUS AREA CHART PREVIOUS IMPERVIOUS AREA LOT 598 (PB.32 PG.280) = 4,000 S.F. LOT 2 (PB.23 PG.155) = 4,994 S.F. (LOT 2)23,518 SF- 2,708(FIRST BUILD)=20,810 SF 20,810 SF X (24%)= 4,994 SF TOTAL BOTH LOTS = 8,994 S.F.
NEW IMPERVIOUS AREA ALLOTMENT PER LOT LOT 598 (PIN 00929421) = 5,200 S.F. LOT 2 (PIN 01534202) = 3,794 S.F. TOTAL BOTH LOTS = 8,994 S.F.
SURVEYED IMPERVIOUS AREA LOT 598 = 4,066 SQ. FT.(TOTAL) HOUSE\PORCH = 2,562 SF DRIVEWAY\SIDEWALKS = 1,272 S.F. STONE PATIO = 165 S.F. WALLS = 50 S.F. A/C PADS = 17 S.F. LOT 2 = 2,708 S.F.(TOTAL)(FIRST BUILD) HOUSE\PORCH = 1,896 SF DRIVEWAY = 696 S.F. SIDEWALK = 87 S.F. A/C PAD = 29 S.F. TOTAL BOTH LOTS = 6,774 S.F.
IMPERVIOUS AREA REMAINING PER LOT LOT 598 = 1,134 S.F. LOT 2 = 3,794 S.F.

TITLE: **LOT 2-REVISED**
ANGEL OAKS (LOT 2 BLOCK 8)
PLAT BOOK 23 PAGE 155

OWNER: **LOT 2**
SEAN & KAREN THOMAS
12709 ANGEL OAK DR.
HUNTERSVILLE, N.C. 28078
DEED BK 21258 PG 568

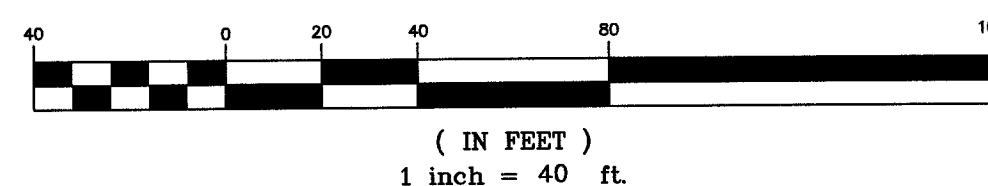
LOCATION: **TOWN OF HUNTERSVILLE**
LEMELY TWSP., MECKLENBURG COUNTY, N.C.

DATE: 10\05\2021 DRAWN BY: WMA JOB NO. FILE: BIRKDALE 598-P

PURPOSE STATEMENT

THE PURPOSE OF THIS PLAT WAS TO REVISE THE IMPERVIOUS COVERAGE. LOT 598 (PLAT BK. 32 PG.280) RECEIVED 1,200 S.F. OF IMPERVIOUS FROM LOT 2 (PLAT BK. 23 PG. 155). (SEE IMPERVIOUS CHART FOR DETAIL)

GRAPHIC SCALE

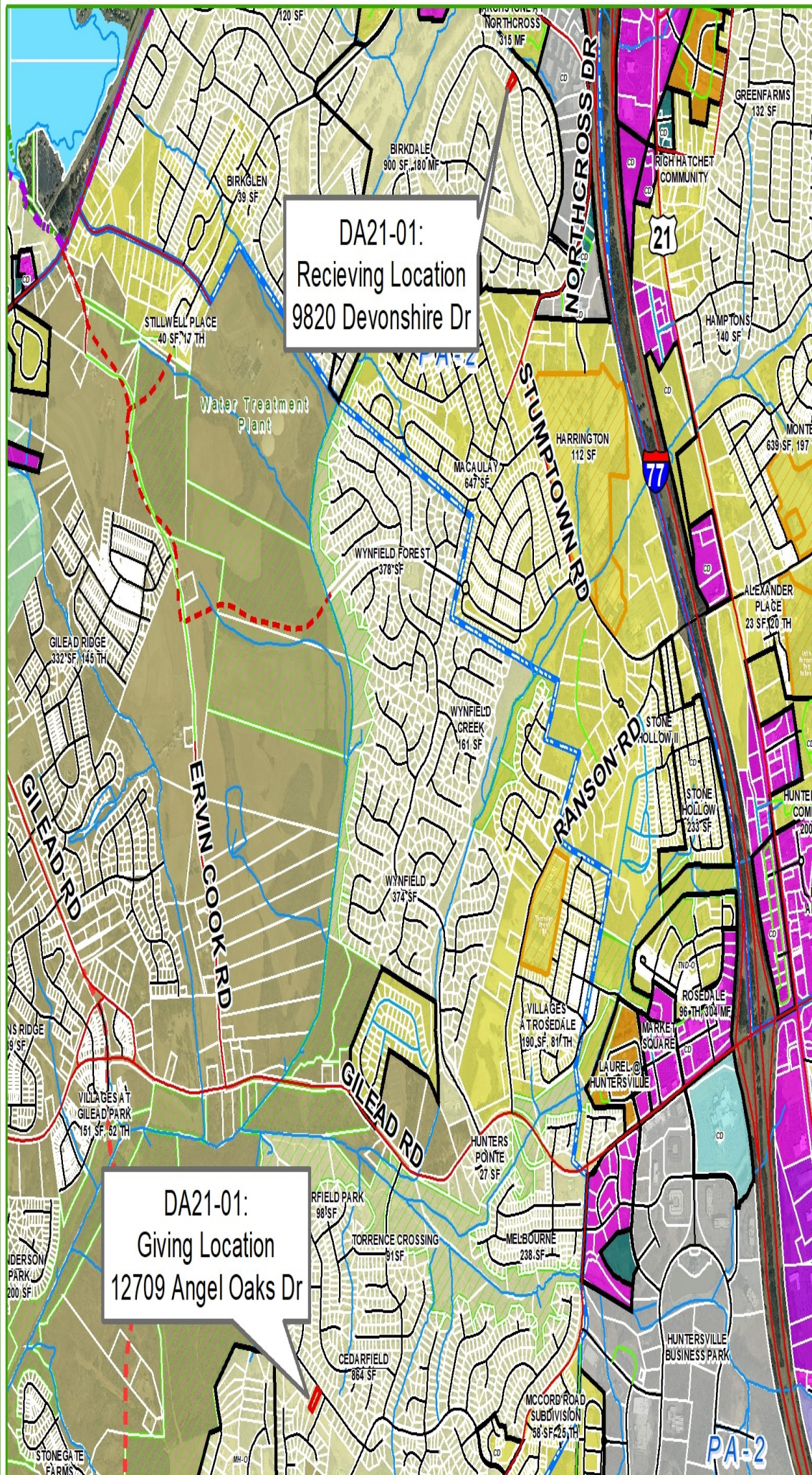


DAS

DON ALLEN & ASSOCIATES P.A.

"Since 1971"

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Construction Staking * Subdivision Design * Topographical
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(704) 664-7029 (704) 664-8041 Fax
DONALLEN@GMAIL.COM



Density Averaging
Certificate:
21-01

9820 Devonshire Dr
Parcel: 00929421
Acreage: 0.390

12709 Angel Oaks Dr
Parcel: 01534202
Acreage: .54



0 0.25 0.5
Miles

This map was compiled from existing
Mecklenburg County property parcel
maps for the sole purpose of presenting
information for the Town of Huntersville.
This map is not to be used for the transfer
of property, easements, or conveyances.

**Town of Huntersville
Board of Adjustment
November 9, 2021**

To: Town Board

From: Kayleigh Mielenz

Date: November 9, 2021

Subject: V21-12

EXPLAIN REQUEST:

V21-12 14903 Billingshurst Ct is a request by Opendoor Property Trust I from **Article 3.2.3(d) (3)** of the Huntersville Zoning Ordinance. The variance request is for a 3.2' reduction to a setback of 35' for a left rear yard setback.

ACTION RECOMMENDED:

Conduct Public Hearing on V21-12.

FINANCIAL IMPLICATIONS:

N/A

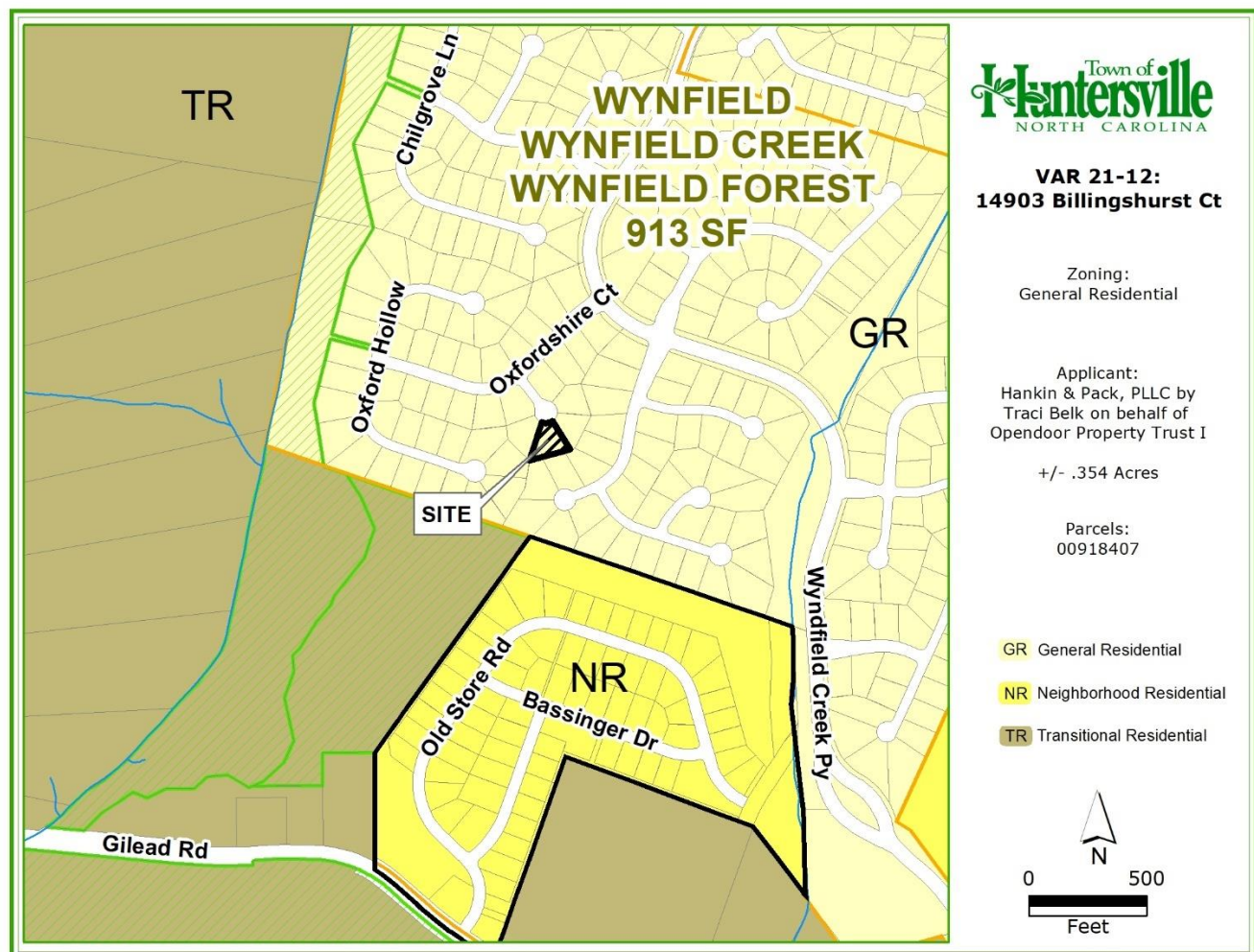
ATTACHMENTS:

1. V21-12 Draft Staff Report - 11.01.21
2. Exhibit 1- Variance App
3. Exhibit 2- Plat Map 24-159
4. Exhibit 3- Property Record Card Property Search
5. Exhibit 4- Admin Waiver
6. Exhibit 5- Aerial Map

**V 21-12, 14903 Billingshurst Ct
Parcel ID 00918407**

Case #: V21-12
Address: 14903 Billingshurst Ct, Huntersville, NC 28078
Parcel #: 009-18-407
Acreage: .356 acres
Property Owner: Opendoor Property Trust I
Applicant: Hankin Pack Law, PLLC
Owner Address: 4242 Six Forks Rd, Suite 1550, Raleigh, NC 27609
Applicant Address: 5955 Carnegie Blvd, Suite 350, Charlotte, NC 28209
Staff: Kayleigh Mielenz– Planner I

The applicant is requesting a variance from **Article 3.2.3(d) (3)** of the Huntersville Zoning Ordinance. The variance request is for a 3.2' reduction to a required setback of 35' in the left rear yard setback for a detached house. See Exhibit 1 for the complete variance application package.



BACKGROUND:

1. The subject property, PID 009-18-407, is zoned General Residential (GR) and located in the Protected Area 1 (PA-1) of the Mountain Island Lake Watershed Overlay (MIL-O).
2. The subject property is located within the Corporate Limits of the Town of Huntersville.
3. The subject property is included within the map showing Oxfordshire at Wynfield (Map Book 24, Page 159) that was recorded January 22, 1991 (Exhibit 2).
4. According to Mecklenburg County Property records the single family detached home at the property was built in 1992 (Exhibit 3).
5. The current property owner is Opendoor Property Trust I.
6. The property was purchased by the current owner on April 28, 2021.
7. Staff was initially contacted about the process for a variance in September 2021 by a Broker at Savvy & Co on behalf of the current property owner, Opendoor Property Trust I. Shown in Exhibit 1 is a land survey from September 2021 that indicates a corner of the home is 3.2' over the minimum rear setback. Staff replied to the inquiry with the standards for granting a variance and instructions on how to apply.
8. Hankin and Pack Law, PLLC applied on behalf of Opendoor Property Trust I for a variance on October 12, 2021.
9. Shown in Exhibit 1 is a waiver of restriction for the rear setback of the subject property signed by the Developer, WRA/LVG Partnership, dated 1995. This Town did not join in on this waiver and the waiver does not exclude the subject property from Town Zoning Regulations.
10. The recorded plat map that creates the subject property records a minimum front build to line, minimum side yard setback, and minimum rear yard setback for the property (Exhibit 2).
11. The minimum rear yard setback is 35' (Exhibit 2).
12. The current Zoning Ordinance was adopted November 1996 including the General Residential Zoning District.
13. Historical imagery recorded by Google Earth Pro shows, the home has always existed as it is currently.



Image obtained from Google Earth dated February 1993

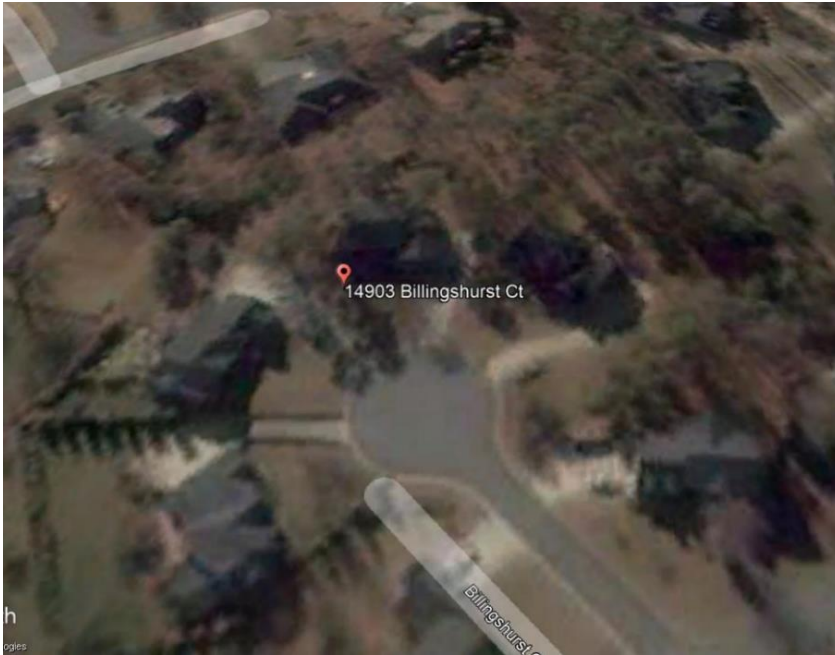
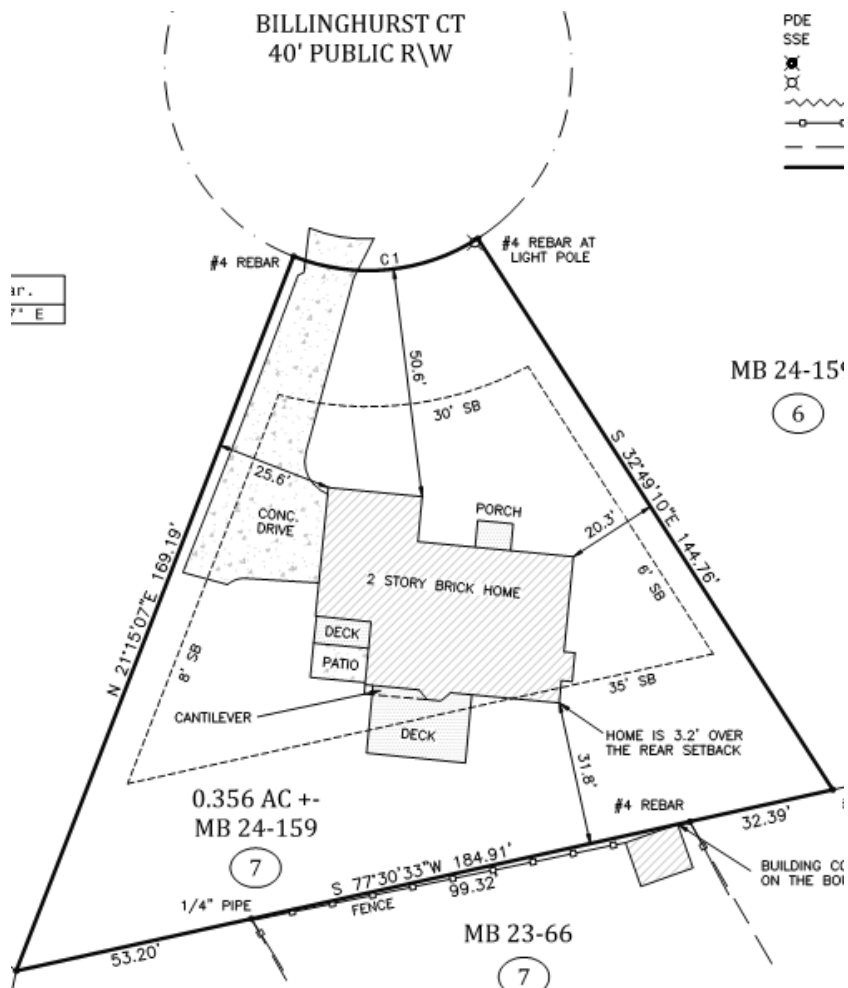


Image obtained from Google Earth dated February 2003

14. As shown in Exhibit #1, the survey shows a portion of the home is encroaching 3.2 feet into the required rear yard setback.



15. As shown on the survey included in the variance application, the minimum rear yard setback bisects the home parallel with the rear yard property line (Exhibit 1).
16. The subject property received an Administrative Waiver on 10/11/2021 for the allowed width of a subordinate structure regarding the existing deck shown on the survey included in Exhibit 4.
17. Staff determined the existing deck on the subject property shown within Exhibit 4 is within the allowed setback encroachment for subordinate structures per Article 8.8.9 of the Town Zoning Ordinance.

STAFF FINDINGS OF FACT: Ordinance standards are in *italics*

Please see Exhibit 1 for the applicant's Findings of Fact regarding the criteria for granting a variance.

In considering any variance request, the following Standards for Granting a Variance of the Huntersville Zoning Ordinance (Article 11.3.2.e) must be addressed:

Article 11.3.2.e Standards for Granting a Variance of the Huntersville Zoning Ordinance:

Before granting a variance, the Board of Adjustment shall have made the following findings:

Standards for Granting a Variance. When unnecessary hardships would result from carrying out the strict letter of a zoning ordinance, the Board of Adjustment shall vary any of the provisions of the ordinance upon a showing of all of the following:

- 1) *Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.*

Staff Findings:

- A. The approved and recorded subdivision plat requires the subject property have a minimum 35' rear yard setback.
- B. The strict application of the Ordinance dictates that for the subject property to comply with the Ordinance, the portion of the home encroaching into the minimum rear yard setback would have to be removed. This would be costly and cause an unnecessary hardship.
- C. Based on historical imagery, the existing home including the entire section of the home that encroaches into the setback is original to the first home build in 1992.
- D. While there is no record of the original building permit and setbacks applied for the building permit application, there is no previous variance for the property to indicate the property received a variance for the placement of the home.

- 2) *The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability.*

Staff Findings:

- A. Irregular lot lines caused the house to be placed at an angle instead of parallel to the rear lot lines.
- B. To the best of our knowledge, staff finds the rear yard setback encroachment is not unique to the entire Wynfield subdivision but is unique to the Oxfordshire at Wynfield subdivision phase, which includes Billingshurst Ct.

- C. All other lots on the recorded plat map for the subject property are subject to a minimum rear yard setback as well.

3) *The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.*

Staff Findings:

- A. The current property owner was not involved in the original subdivision of the area including the subject parcel and was not the original builder of the home on the subject property.
- B. The current property owner states the violation of the rear setback was not disclosed when they purchased the property from Ann Fussell.
- C. In exhibit 1, the waiver of restrictions from 1995 specifies the house has “violated the 35’ rear setback”. The Town did not have knowledge of this waiver and the waiver does not exclude the subject property from Town Zoning Regulations.

4) *The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.*

Staff Findings:

- A. To date, Staff has not received any complaints regarding the rear setback encroachment of this structure.
- B. To date, Staff finds no safety concern regarding the rear setback encroachment nor that the dwelling is encroaching onto neighboring property.
- C. Staff can administratively waive a setback encroachment up to 3% (1.05’). This would leave 2.15’ still encroaching into the rear yard setback.

STAFF POSITION:

The applicant is seeking a variance from Article 3.2.3(d) (3) of the Huntersville Zoning Ordinance. Article 3.2.3 (d) (3) sets the minimum lot setbacks for new lots in the General Residential Zoning District unless there is a recorded subdivision sketch or preliminary plan approved prior to the effective date of this ordinance. Plat Map 24/159 was recorded after the effective date of the Zoning Ordinance.

Staff finds that unless a variance is granted, significant modification to the home would be required for the structure to come into compliance which would be costly and cause an unnecessary hardship. The current property owner was not involved with the original subdivision or home construction. The rear yard setback encroachment is not unique to the entire Wynfield subdivision but is unique to the Oxfordshire at Wynfield subdivision phase, which includes Billingshurst Ct. Staff finds no safety concern regarding the rear setback encroachment nor that the dwelling is encroaching onto neighboring property.

Staff finds the application meets the four requirements for granting a variance and therefore recommend approval of the request based on the below Staff Findings:

1. The subject property, PID 009-18-407, is zoned General Residential (GR) and located in the Protected Area 1 (PA-1) of the Mountain Island Lake Watershed Overlay (MIL-O).
2. The subject property is located within the Corporate Limits of the Town of Huntersville.
3. The subject property is included within the map showing Oxfordshire at Wynfield (Map Book 24, Page 159) that was recorded January 22, 1991 (Exhibit 2).

4. According to Mecklenburg County Property records the single family detached home at the property was built in 1992 (Exhibit 3).
5. The current property owner is Opendoor Property Trust I.
6. The property was purchased by the current owner on April 28, 2021.
7. Staff was initially contacted about the process for a variance in September 2021 by a Broker at Savvy & Co on behalf of the current property owner, Opendoor Property Trust I. Shown in Exhibit 1 is a land survey from September 2021 that indicates a corner of the home is 3.2' over the minimum rear setback. Staff replied to the inquiry with the standards for granting a variance and instructions on how to apply.
8. Hankin and Pack Law, PLLC applied on behalf of Opendoor Property Trust I for a variance on October 12, 2021.
9. In exhibit 1, the waiver of restrictions from 1995 specifies the house has “violated the 35’ rear setback”. The Town did not have knowledge of this waiver and the waiver does not exclude the subject property from Town Zoning Regulations.
10. The recorded plat map that creates the subject property records a minimum front build to line, minimum side yard setback, and minimum rear yard setback for the property (Exhibit 2).
11. The minimum rear yard setback is 35’ (Exhibit 2).
12. The current Zoning Ordinance was adopted November 1996 including the General Residential Zoning District.
13. Historical imagery recorded by Google Earth Pro shows, the home has always existed as it is currently.

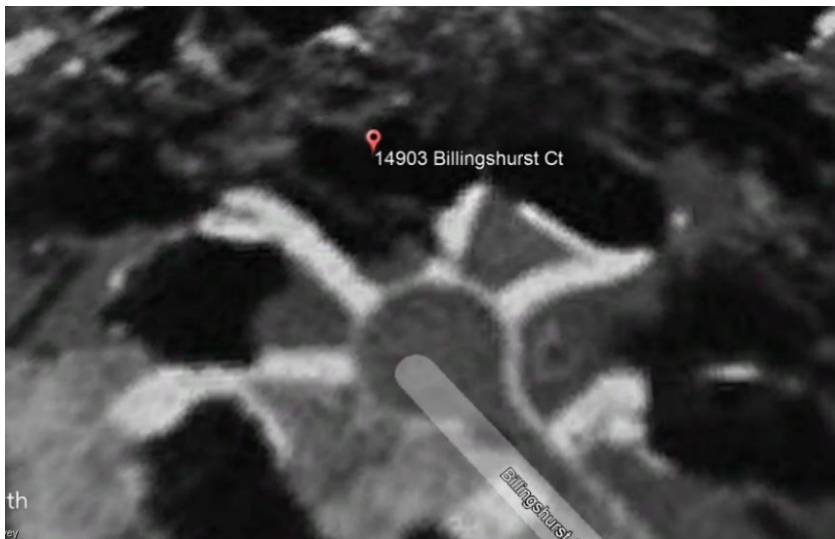


Image obtained from Google Earth dated February 1993

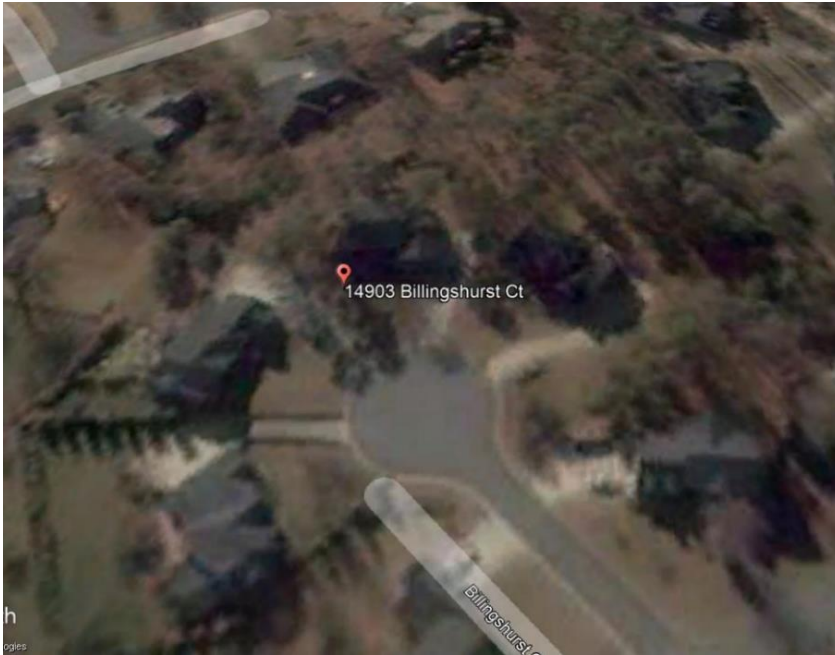
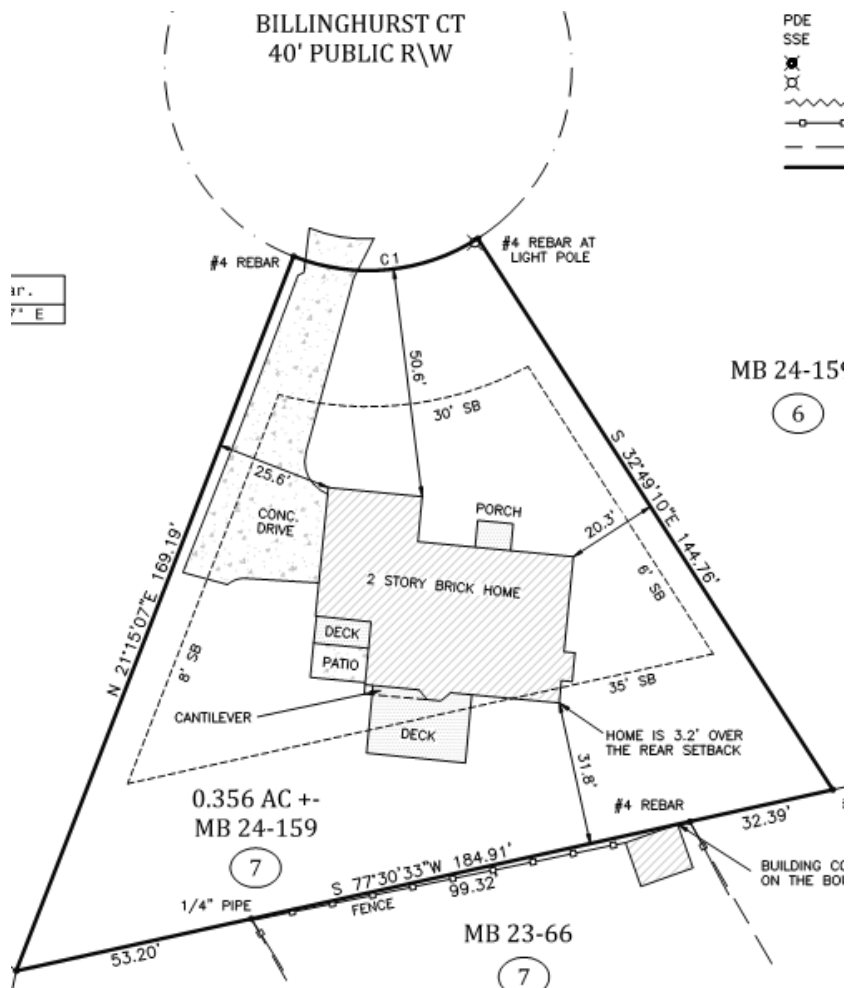


Image obtained from Google Earth dated February 2003

18. As shown in Exhibit #1, the survey shows a portion of the home is encroaching 3.2 feet into the required rear yard setback.



14. As shown on the survey included in the variance application, the minimum rear yard setback bisects the home parallel with the rear yard property line (Exhibit 1).

EXAMPLE MOTION: V21-12, Parcel ID 00918407, 14903 Billingshurst Ct Huntersville, NC 28078

Planning Department	Board of Adjustment
APPROVAL: In considering the application for V21-12, a request by Opendoor Property Trust I, for a variance from Article 3.2.3(d) (3) of the Huntersville Zoning Ordinance, the Planning Department recommends approval of the variance request based on a finding that the request meets all of the four criteria outlined in the Zoning Ordinance for granting a variance.	APPROVAL: In considering the application for V21-12, a request by Opendoor Property Trust 1, for a variance from Article 3.2.3(d)(3) of the Huntersville Zoning Ordinance, the Board of Adjustment finds the request meets all four of the criteria for granting a variance, outlined in the ZONING ORDINANCE. The Board grants Variance _____ and incorporates (Staff/Applicant's – please choose one) Findings of Fact for the standards to grant a variance <u>OR</u> The Board grants Variance _____ based on the following Findings of Fact: (explain the findings of fact for each of the 4 standards). If conditions are to be added: This variance is granted based on the condition(s)_____.
	DENIAL: In considering the application for V21-12, a request by Opendoor Property Trust I, for a variance from Article 3.2.3(d) (3) of the Huntersville Zoning Ordinance, the Board of Adjustment recommends denial of the variance request based on a finding that the request meets _____ of the four criteria, outlined in the ZONING ORDINANCE, for granting a variance. The Board of Adjustment finds the request does not meet the criteria for granting a variance based on the following findings of fact: <i>(explain findings of fact)</i>

- Exhibit 1** – Variance Application
Exhibit 2 – Plat Map
Exhibit 3 – Building Tax Information
Exhibit 4 – Administrative Waiver
Exhibit 5 – Aerial of Vicinity



Variance Application

Exhibit 1: Variance Application

Date of Application: October 15, 2021

Property/Building Address: 14903 Billingshurst Court, Huntersville, NC 28078 **Parcel Size (ac):** .354

Tax Parcel ID (PIN) Number: 00918407

Ordinance to be Varied

Ordinance (Zoning, Floodplain, etc.): Zoning Article: 8 Section: 8.8.1

Description of Request (In this section describe what you are seeking to be allowed at this property. For example – *According to Article 4: Detached House of the Huntersville Zoning Ordinance, mechanical equipment shall not encroach into any required setback. I am requesting a variance to allow mechanical equipment in the side yard at 000 Gilead Road, Huntersville, NC.*):

According to Article 8.8.1, no principal building or structure shall be located within any required setback or yard...within any setback or yard established by a recorded plat.... We respectfully request approval for an existing encroachment of 3.2' of the rear corner of the principal building into the 35' rear setback as provided in that certain plat map recorded January 22, 1991 in Book 24 Page 159, Mecklenburg County Registry.

Submittal Procedure and Requirements

See the current Board of Adjustment Submittal deadlines and Meeting Schedule for filing deadlines and meeting dates. **The variance and appeals processes are quasi-judicial. Contact with the Board of Adjustment shall only occur under sworn testimony.**

The property owner(s) or legal representative of the property owner must sign this application. If the applicant is different from the property owner, the applicant shall also sign.

The following shall be submitted with a completed application:

- One (1) electronic copy by email or (1) hard copy of applicable map(s), site plans, exhibits, and applications showing exact location of property with respect to existing streets, adjoining lots and other important features on or contiguous to the property. Include any maps and/or illustrations (to scale), which are necessary to show the location, number and size of buildings, signs, etc., on the property.
- A list of names, addresses and tax parcel identification numbers of properties that abut the site, are across the street from the site or are otherwise within one hundred feet (100') of the site.
- Review Fee - Please check most recent version of Fee Schedule for applicable Variance Review Fee. Reviews shall be submitted by mail as directed below or through the Town website: www.huntersville.org/ (Select How Do I > Pay Planning and Zoning Fees)
- Email completed application to planning@huntersville.org or mail as directed below.
- Submit the complete application, all supplemental documents, and the fee by **noon on the filing deadline**

Physical Address: 105 Gilead Road | Third Floor (**Fed Ex, UPS, and Couriers**)

Mailing Address: P.O. Box 664 | Huntersville, North Carolina 28070 (**USPS**)

Attention: Planning Department

Please make checks payable to: Town of Huntersville
Include property address and/or Tax Parcel ID in memo

Notification Requirements

Planning Staff will be required to notify in writing each adjoining property owner.

If you are seeking a variance from the requirements of the Mountain Island Lake or Lake Norman Watershed Overlay Districts, Planning Staff is required to notify, in writing, each local government having jurisdiction in the watershed and the entity using the water supply for consumption as follows:

- * Mountain Island Lake Watershed Overlay. Local governments having jurisdiction in the watershed: Charlotte Mecklenburg, Cornelius and Huntersville. Entities using the water supply for consumption: Mecklenburg County, Gastonia and Mount Holly.
- * Lake Norman Watershed Overlay. Local governments having jurisdiction in the watershed: Davidson, Cornelius and Huntersville. Entities using the water supply for consumption: Mooresville, Mecklenburg County and Lincoln County.

Variance Requirements

STANDARDS FOR GRANTING A VARIANCE (Article 11.3.2.e.):

When unnecessary hardships would result from carrying out the strict letter of a zoning ordinance, the Board of Adjustment shall vary any of the provisions of the ordinance upon a showing of all the following:

1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
2. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a persona with a disability.
3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.
4. The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

Appropriate conditions, which must be reasonably related to the condition or circumstance that gives rise to the need for a variance, may be imposed by the Board (Article 11.3.1.e.).

In the following spaces, indicate **FACTS** that demonstrate to the Board of Adjustment you meet all the standards for granting a variance:

1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property. The difficulty or hardship would result only from these regulations and from no other cause, including the actions of the owner or previous owners of the property.

According to the attached survey, 3.2' of the principal structure encroaches into the 35' setback. In order to correct this issue, the entire rear, right corner of the home would have to be removed - an unnecessary hardship resulting from the strict application of the ordinance.

2. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a persona with a disability.

The principal residence was built in 1992, we are unaware of the conditions at that time; however as the home is currently situated, this wooded lot is in a cul de sac with a front lot line measuring 42.50', left property line measuring 144.76', rear property line measuring 184.91', and right property line measuring 169.19' resulting in an irregular-shaped lot and building envelope. In addition to the irregular configuration of the lot, there are a variety of mature trees along the right, left, and rear property lines. In order to accommodate the home, provide a driveway providing legal access from Billingshurst Court and to preserve the existing trees, the home is situated in the only feasible location on the lot.

3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.

The principal building was constructed in 1992 for Joseph and Mary Hall. The Hall's sold the property to Barry and Ann Fussell November 29, 1995.

In the public record, recorded November 27, 1995 in Book 8374 Page 368 and attached hereto, is a Waiver of Restrictions whereby the Declarant, WRA/LVG Partnership, purportedly granted a waiver of the violation of the 35' rear setback by 3'. The Town of Huntersville did not join in this waiver,

but presumably the Hall's and Fussell's, as unsophisticated parties, believed the violation had been approved, and the violation of the setback was not disclosed when Opendoor purchased the property from Mrs. Fussell.

4. The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

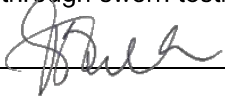
Zoning regulations are established to promote public health, safety, and general welfare. Setbacks are geneally required to assist with the goal of the prevention of overcrowding of land, secure safety from fire, provide adequate light and air, and to preserve, protect and enhance the natural landscape and uniformity of planned communities. Approval of this application will in no way be inconsistent with the spirit, purpose, and intent of the ordinance. It would be substantially unjust to require the removal of the rear corner of a two story home that has been in existence for almost 30 years with such minimal impact that no one noticed between 1995 and 2021.

Applicant

Printed Name Hankin & Pack, PLLC by Traci Y. Belk on behalf of
Opendoor Property Trust I, a Delaware Statutory Trust Phone 704-594-2020 (Traci Y. Belk, Hankin & Pack, PLLC)

☐ Corporation ☐ Limited Liability Company ☒ Trust ☐ Partnership ☐ Other: _____

☒ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Adjustment except through sworn testimony at the public hearing. (Applicable if box is checked)

Signature  Date 10/15/2021

Title Senior Managing Attorney Applicant Phone 704-594-2020

Applicant Email traci.belk@hankinpacklaw.com

Address of Applicant 5955 Carnegie Boulevard, Suite 350, Charlotte, NC 28209

Property Owner (if different than applicant)

* Printed Name Opendoor Property Trust I, a Delaware Statutory Trust Phone _____

☐ Corporation ☐ Limited Liability Company ☒ Trust ☐ Partnership ☐ Other: _____

☒ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Adjustment except through sworn testimony at the public hearing. (Applicable if box is checked)

Signature  Date 10/15/2021

Title General Manager Applicant Phone 619-246-3093

Applicant Email jon.enberg@opendoor.com

Address of Property Owner 4242 Six Forks Road, Suite 1550, Raleigh, NC 27609

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

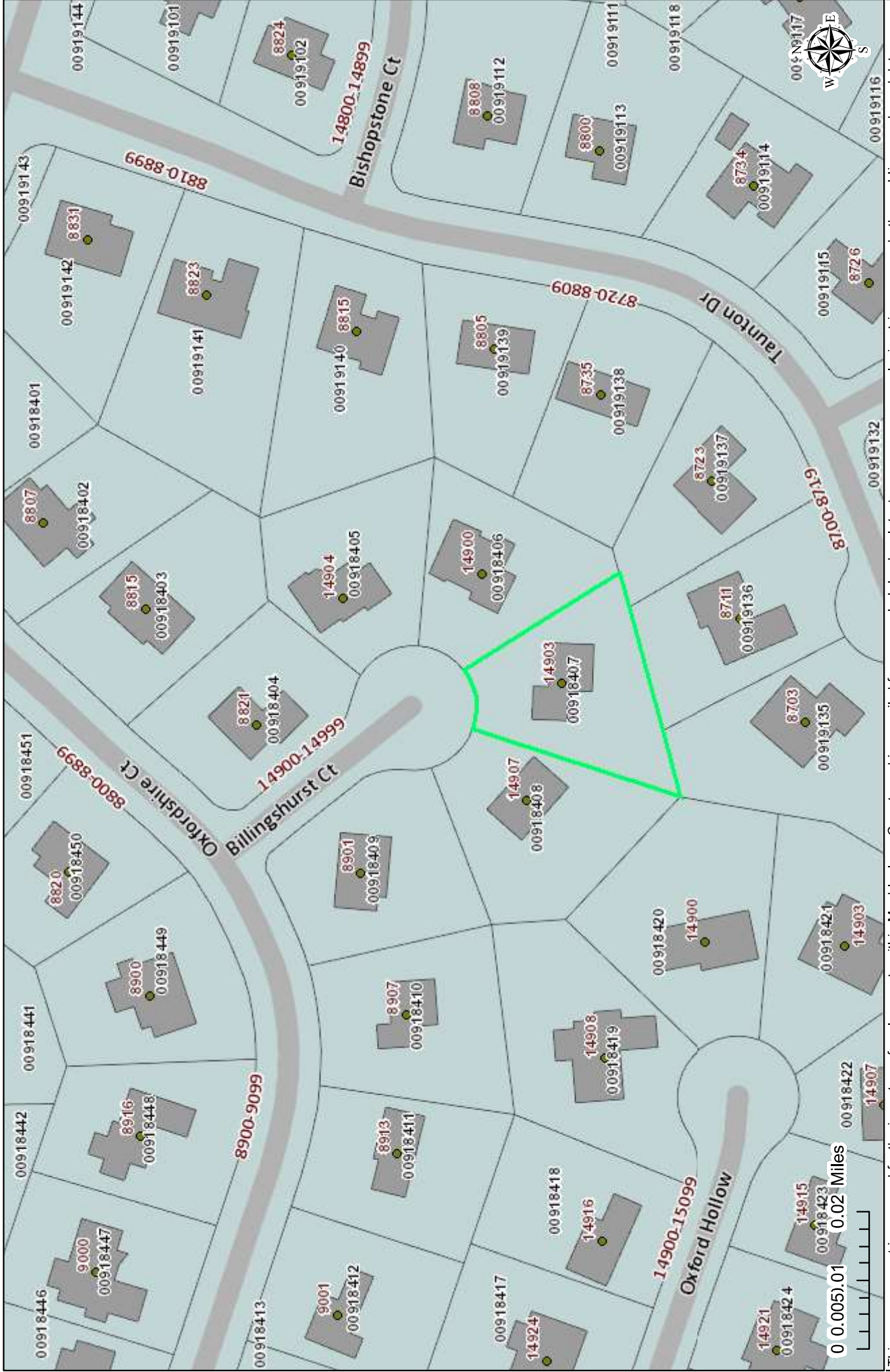
Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. **If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.**

EXHIBIT A

- .1. GIS MAP
- .2. PLAT
- .3. SURVEY

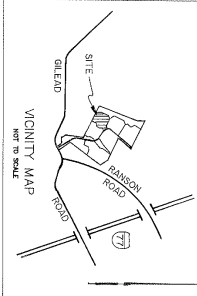
Polaris 3G Map – Mecklenburg County, North Carolina

Date Printed: 9/20/2021 1:54:39 PM



This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the abovementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

FORMERLY VILLAGE V AT WYNFIELD HUNTERSVILLE TOWNSHIP MECKLENBURG COUNTY, NORTH CAROLINA	OWNER: RALPH F. HOWEY & wife DOLores S. HOWEY 6805-C FAIRVIEW ROAD CHARLOTTE, N.C. 28211 (704) 365-6805	SUBMITTED BY: DERRICK K. ODOM N/C 1E-3128 1516 WALKUP AVE NORFOLK, N.C. 28110 (704) 289-4172
---	--	--



NOTES:

- * PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED RIGHTS OF WAYS OR EASEMENTS NOT OBSERVED
- * OWNER TO VERIFY ALL SETBACKS AND ZONING REGULATIONS PRIOR TO ANY PLANNING OR CONSTRUCTION.
- * DIMENSIONS OF ALL IMPROVEMENTS SHOWN ON THIS PLAT SHOULD NOT BE SCALED OR RELIED UPON FOR DESIGN OR CONSTRUCTION WITHOUT A FIELD VERIFICATION OF ALL DIMENSIONS.
- * DIGITAL COPIES OF THIS FILE ARE FOR REFERENCE ONLY AND MAY NOT BE USED FOR DESIGN WORK.
- * PROPERTY CORNER MARKERS ARE FOUND CORNERS UNLESS OTHERWISE NOTED AS "SET".
- * THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD PLAIN, ACCORDING TO THE CURRENT FIRM MAP.

Curve	Radius	Length	Chord	Chord Bear.
C1	45.00'	42.50'	40.94'	N 84°26'27" E

LEGEND

- R\W

E\P

C\L

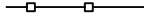
PDE

SSE












- RIGHT-OF-WAY

EDGE OF PAVEMENT

CENTERLINE

PUBLIC DRAINAGE EASEMENT

SANITARY SEWER EASEMENT

UTILITY POLE

LIGHT POLE

OVERHEAD UTILITY LINE

FENCE

R\W LINE

BOUNDARY LINE

PHYSICAL SURVEY
FOR

JARED & ASHLEY
JEAN MEDFORD

14903 BILLINGHURST CT. - HUNTERSVILLE, NC
LOT #7, OXFORDSHIRE AT WYNFIELD

HUNTERSVILLE TOWNSHIP, MECKLENBURG COUNTY, NC
SCALE: 1" = 30'

DEDMON SURVEYS

CHUCK POOVEY, PLS #3762
ROBERT DEDMON, PLS #3899
3704 NC HIGHWAY #16 NORTH
P.O. BOX 494 - DENVER, NC 28037
PHONE: 704/483/4908
LICENSE NO. C-0453
WWW.DEDMONSURVEYS.COM



I, ROBERT J. DEDMON, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED 35998-211) (PLAT 24-159); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN DB___; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS GREATER THAN 1:10,000'; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600).

DATE: SEPTEMBER 13, 2021

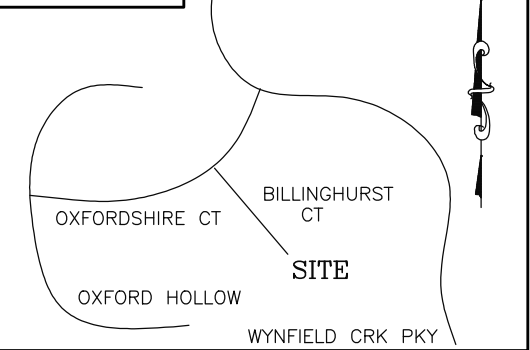
Robert J. Dedmon
PROFESSIONAL LAND SURVEYOR

SURV. BY: MP

DRAWN: RD

JOB# MPBHC7

VICINITY MAP



MAP BOOK 24-159

BILLINGHURST CT
40' PUBLIC R\W

#4 REBAR

C1

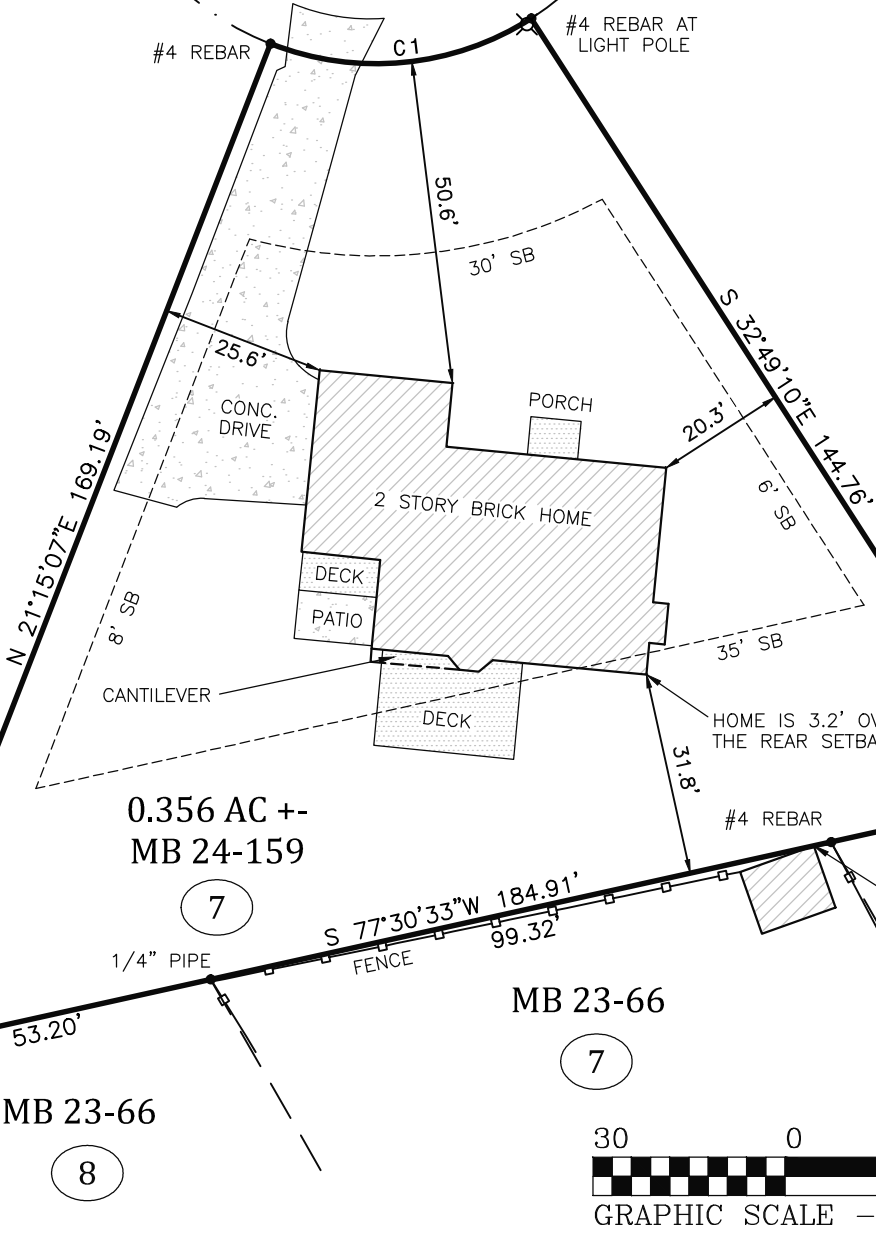
#4 REBAR AT
LIGHT POLE

MB 24-159

6

MB 24-159

8



0.356 AC +/-
MB 24-159

7

MB 24-159

20

MB 23-66

8

MB 23-66

7

MB 23-66

6



GRAPHIC SCALE - FEET

EXHIBIT B

.1. WAIVER OF RESTRICTIONS

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

WAIVER OF RESTRICTIONS

This Waiver of Restrictions is made this 21 day of November, 1995, by and between WRA/LVG Partnership, hereinafter "Declarant" and Joseph M. Hall and wife, Mary L. Hall, hereinafter "Owners";

WITNESSETH:

WHEREAS, Declarant caused to be recorded in Book 5212 at Page 245 of the Mecklenburg Public Registry a Declaration of Covenants, Conditions and Restrictions for Wynfield Subdivision, which declaration contained a provision for Declarant to waive violations of setback requirements shown on recorded maps in which a setback requirement is violated by ten percent (10%) or less; and

WHEREAS, Owners had a home constructed in 1992 on Lot 7 of Oxfordshire at Wynfield, as shown on map of same recorded in Book 24 at Pages 159 and 160 of the Mecklenburg Public Registry, which home violated the thirty-five foot (35') rear setback, as shown on the recorded maps, by three (3.0') feet, which is less than ten percent (10%) of the required setback; and

WHEREAS, Owners has requested Declarant to waive said setback violation, and Declarant has agreed to do so.

NOW, THEREFORE, in consideration of Ten Dollars and other good and valuable considerations, Declarant, pursuant to Section 7.3(b) of the Declaration of Covenants, Conditions and Restrictions for Wynfield Subdivision, recorded in Book 5912, Page 245 of the Mecklenburg Public Registry, does hereby waive the rear setback violation on Lot 7 of Oxfordshire at Wynfield, as shown on map of same recorded in Map Book 24, Page 159 and 160 of the Mecklenburg Public Registry.

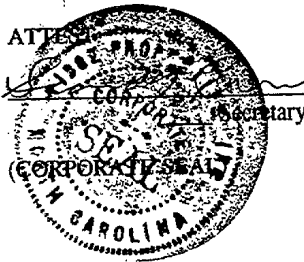
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed, the day and year first above written.

WRA/LVG PARTNERSHIP,
a North Carolina General Partnership

By: The Charlotte Building Group,
a North Carolina General Partnership

By: Ridge Properties, Inc.,
a North Carolina Corporation,
General partner of The Charlotte
Building Group

By: [Signature]
____ President



Drawn by and Mail to:
PARHAM HELMS HARRIS BLYTHE & MORTON
1329 E. Morehead St.
Charlotte, NC 28204
☐ (Box 22)

JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 11/27/95 16:24
BK: 08374 PG: 0368/0369 10562 10.00

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 21 day of November, 1995, personally came before me R. A. Waddell, who, being by me duly sworn, says that (s)he is the President of RIDGE PROPERTIES, INC., a North Carolina Corporation, General Partner of the Charlotte Building Group, a North Carolina General Partnership, which is the General Partner of WRA/LVG Partnership, a North Carolina General Partnership, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company; that said writing was signed and sealed by him/her in behalf of said corporation by its authority duly given; and the said R.A. Waddell acknowledged the said writing to be the act and deed of said corporation.

Susan S. Register
Notary Public



My Comm. Expires: 9/21/98

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Susan S. Register

Notary(ies) Public is/are certified to be correct. This 27th day of December, 1995

JUDITH A. GIBSON, REGISTER OF DEEDS By: Sherene W. Cicca Deputy Register of Deeds

EXHIBIT C

.1. CCRs

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WYNFIELD SUBDIVISION

396

88 NOV 29 PM 4:04
THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(the "Declaration") is made on the date hereinafter set forth by
WRA/LVG Partnership, a North Carolina general partnership,
(hereinafter referred to as "Declarant") and The Charlotte
Building Group, a North Carolina general partnership (hereinafter
referred to as "CBG");

W I T N E S S E T H:

WHEREAS, the Declarant acquired and has been and is engaged
in the development of a tract of land located on Gilead Road in
Mecklenburg County, North Carolina, which tract has an area of
227 acres, more or less, which is to be known and is herein
referred to as "Wynfield Subdivision", such tract to be divided
into seven (7) villages which will appear on seven (7) or more
separate recorded maps to be recorded by Declarant or others, one
of said villages to be known as (Village I) Abberley, another to
be known as (Village II) Stourbridge, another to be known as
(Village III) Middlethorpe, another to be known as (Village IV)
Charterhouse, another to be known as (Village V) Oxfordshire,
another to be known as (Village VI) Thornbury, and the seventh to
be known as (Village VII) Tachbrook; the entire tract aforesaid
being more particularly described on Exhibit A attached hereto
and made a part hereof; and

WHEREAS, CBG is the owner of a portion of the aforesaid
property said portion being described in that certain deed
recorded in Book 5871, Page 92 in the Mecklenburg County Public
Registry and has agreed to join in the execution hereof for the
purpose of subjecting hereto the portion of the aforesaid
property owned by it; and

WHEREAS, Declarant and CBG desire to insure the
attractiveness of Wynfield Subdivision and to prevent any future
impairment thereof, to prevent nuisances, to preserve, protect
and enhance the values and amenities of all properties within
Wynfield Subdivision and to provide for the operation,

60.00
60.00
60.00

11/18 #5680 000
11/23/88

DRAWN BY: John W. Beddow, Weinstein & Sturges, Attorneys

MAIL TO: Lyn Bond, Jr., Ruff, Bond, Cobb, Wade & McNair, Attorneys
2100 Two First Union Center, Charlotte, NC, 28282-8283
REGISTER OF DEEDS BOX NO. 24

maintenance and upkeep of the Common Area, as hereinafter defined, and to this end desires to subject Wynfield Subdivision to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth, each and all of which is for the protection and benefit of said property and each and every owner of all or any parts thereof; and each of which shall inure to the benefit of and run with said property; and

WHEREAS, Declarant and CBG have deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities of all properties within Wynfield Subdivision and to insure the residents' full use and enjoyment of the specific rights, privileges and easements of the Common Area, as hereinafter defined, to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the Common Area and related recreational facilities, and administering and enforcing this Declaration and collecting and disbursing the assessment charges hereinafter created; and

WHEREAS, Declarant has caused or will cause to be incorporated under North Carolina law a nonprofit corporation with the name of "Wynfield Property Owners Association, Inc." for the purpose of exercising and performing the aforesaid functions;

NOW, THEREFORE, Declarant and CBG hereby declare that the real property described in Section 2.1 hereof is and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, agreements, charges and liens (sometimes herein referred to as the "covenants and restrictions"), hereinafter set forth. Every grantee of any interest in any lot or real property now or hereinafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person or whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and all of the terms and conditions

hereof, and shall be deemed to have consented to all of said terms and conditions.

ARTICLE I.

Definitions

Section 1.1. "Association" shall mean and refer to Wynfield Property Owners Association, Inc., a North Carolina nonprofit corporation, its successors and assigns.

Section 1.2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all members or designated classes of members of the Association, and including, but not limited to, all greenways, median strips, planted areas, easements and recreational amenities. The Common Area presently intended to be conveyed to the Association by Declarant consists of a parcel of property on which Declarant shall construct a swimming pool, tennis courts and clubhouse and certain other parcels lying adjacent to public streets and within flood plain areas.

Section 1.3. "Declarant" shall mean and refer to WRA/LVG Partnership, a North Carolina general partnership, and those of its successors and assigns, if any, to whom the rights of Declarant hereunder are expressly transferred hereafter, in whole or in part, and subject to such terms and conditions as Declarant may impose.

Section 1.4. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision map of Wynfield Subdivision, with the exception of the Common Area.

Section 1.5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.7. "Property" shall mean and refer to the property described in Section 2.1 hereof.

Section 1.8. "Recreational Amenities" shall mean the facilities constructed, erected, maintained, installed and operated on the Common Area for the use, benefit and enjoyment of members.

ARTICLE II.

Property Subject to this Declaration
and Within the Jurisdiction of the
Wynfield Property Owners Association

Section 2.1. Property - The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the Association, is located in Mecklenburg County, North Carolina, and is more particularly described in Exhibit A attached hereto and made a part hereof.

ARTICLE III.

Membership and Voting Rights

Section 3.1. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The directors of the Association may make reasonable rules relating to the proof of ownership of any Lot.

Section 3.2. The Association shall have two classes of voting membership:

(a) Class A: Class A Members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

(b) Class B: The Class B Member shall be the Declarant. Declarant shall be entitled to three (3) votes for each Lot in which it holds a fee or undivided fee interest. Upon the conveyance of a Lot from Declarant to an Owner other than

Declarant, the membership classification for that Lot shall automatically be converted from Class B to Class A. Class B membership status for all Lots owned by Declarant shall cease and be converted to Class A status on the first to occur of the following:

(i) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership;

(ii) January 1, 1992;

(iii) such date as Declarant shall elect to abolish Class B membership by delivery to the Association of written notice to such effect.

Section 3.3. The right of any Member to vote may be suspended by the Board of Directors of the Association for just cause pursuant to its rules and regulations and according to the provisions of Section 4.1(e) of this Declaration.

ARTICLE IV

Property Rights

Section 4.1 Member's Easement of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to such Member's Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission, membership or other fees for the use of any Recreational Amenity situated upon the Common Area;

(b) The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving the Common Area and Recreational Amenities, and in connection therewith to mortgage the Common Area or any portion thereof; provided, however, if the Common Area is mortgaged while the Class B membership is in existence, the execution and delivery of such mortgage shall require the same approval of the Members as is required for special assessments for capital improvements as set forth in Section 5.4 of this Declaration;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority,

or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members of the Association agreeing to such dedication or transfer has been recorded; provided, however, that a simple majority of the Board of Directors may authorize and execute customary utility, CATV or other such easements;

(d) The right of the Association to formulate, publish and enforce reasonable rules and regulations for the use of the Common Area and Recreational Amenities;

(e) The right of the Association to suspend the voting rights of a Member (or any person to whom a Member has delegated his right of enjoyment) for any period during which any assessment against such Member's Lot remains unpaid or for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations.

Section 4.2 Delegation of Use

(a) Any Member may delegate to members of his family, tenants or contract purchasers who reside at such Member's Lot, in accordance with the Bylaws of the Association, such Member's right to use the Common Area.

(b) Recreational Amenities situated upon the Common Area may be utilized by family members, guests, tenants or contract purchasers of a Member subject to the rules and regulations established by the Board of Directors of the Association governing their use.

Section 4.3 Title to the Common Area. The Association shall hold, fee simple title to such tracts of land as may be deeded to it by Declarant as Common Area. Declarant does not hereby commit to the conveyance of any Common Area other than that generally described in Section 1.2 hereof; provided, however, the Recreational Amenities shall be completed by Declarant and the Common Area on which the Recreational Amenities are situated shall be conveyed to the Association free and clear

of encumbrances prior to the conveyance to an Owner of the first Lot on which a residence has been constructed.

ARTICLE V

Covenant for Assessments

Section 5.1. Creation of the Lien and Personal Obligation for Assessments.

(a) Notwithstanding any provision or inference in this Declaration to the contrary, a Lot shall not be subject to any annual or special assessments until fee simple title to the Common Area generally described in Section 1.2 hereof has been conveyed to the Association by Declarant.

(b) Declarant, for each Lot within the Property hereby covenants and each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments on Lots together with such interest thereon and costs of collection thereof, as hereinafter provided, including, without limitation, reasonable attorney's fees, shall be a charge and continuing lien on real property and improvements thereon against which each such assessment is made and shall be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the beautification of the Property, the recreation, health, safety and welfare of residents of the Property, the enforcement of these covenants and restrictions and the rules of the Association, and for the improvement and enhancement of the Property and providing the services and facilities devoted to

this purpose and relating to the maintenance, expenses of operation (including insurance and ad valorem taxes), use and enjoyment of the Common Area; provided, however, that nothing herein shall mean that assessments may not be used for the beautification of areas within the Property but which are not a part of the Common Area, such as entrance signs, access easements crossing private property, median strips in public streets, or the interior of cul-de-sacs.

Section 5.3 Maximum Annual Assessments

(a) Until January 1, 1990, the maximum annual assessment shall not be in excess of One Hundred Dollars (\$100.00) per Lot, except as otherwise provided herein, the exact amount of which shall be determined from time to time as provided in subsection (d) of this Section 5.3.

(b) From and after January 1, 1990, and each year thereafter, the maximum annual assessment for each Lot may be increased by the Board of Directors of the Association without a vote of the Members, by a percentage which may not exceed five percent (5%) per annum.

(c) From and after January 1, 1990, the maximum annual assessment may be increased by any amount approved by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for such purpose in accordance with Section 5.5.

(d) After consideration of the current expenses and future needs of the Association, the Board of Directors shall fix the annual assessments at any amount not in excess of the maximum as determined pursuant to the previous subsections of this Section 5.3.

Section 5.4 Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any new construction, reconstruction or described capital improvements or unexpected

repair or replacement of described capital improvements upon the Common Area, including the necessary fixtures and personal property related thereto; provided that any such assessments shall be adopted by a two-thirds (2/3) affirmative vote of each class of Members voting in person or by proxy at a meeting duly called for such purpose in accordance with Section 5.5

Section 5.5 Notice and Quorum for Any Action Authorized Under Section 5.3 and 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.3 and 5.4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or proxies entitled to cast one-half (1/2) of all votes of each class of membership shall constitute a quorum.

Section 5.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. Annual Assessments shall be collected on a semi-annual basis in advance, and shall be paid to any collection agent as may be appointed by the Board of Directors of the Association. Special assessments shall be collected as determined by the Board of Directors.

Section 5.7 Date of Commencement of Annual Assessments; Due Date. The annual assessments provided for hereinafter shall be fixed on a calendar year basis and shall be due and payable semi-annually in advance beginning on such date as may be determined by the Board of Directors. Payment of the assessment shall be past due on the tenth (10th) day after the due date of each semi-annual installment. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot at least thirty (30) days prior to the beginning of the year for which the assessment is applicable. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date of any special assessment under Section 5.3 hereof shall be fixed in the resolution authorizing such assessment. The Association shall, upon demand and for a

reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment(s) on a specified Lot have been paid.

Section 5.8 Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment (or installment) not paid within ten (10) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien granted to it hereunder and charge the costs of collection, including attorney's fees, to the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. For purposes of this Section, the amount of delinquent assessments plus accrued interest and collection costs shall be considered evidenced by this paragraph, and this Declaration shall be considered an evidence of indebtedness under the provisions of Section 6-21.2 of The North Carolina General Statutes, or similar statutes.

Section 5.9 Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter coming due or from the lien thereof.

ARTICLE VI

Architectural Control

Section 6.1 General Requirements.

(a) No structure of any kind (including, but not limited to, dwellings, buildings, pools, decks, porches, garages, fences, walls, mail boxes, outbuildings, or other accessory

Property, nor shall any addition to any existing structure or a change or alteration therein be permitted, until complete final plans and specifications therefor showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location of floor plan therefor, and showing front, side and rear elevations have been submitted to and approved by the Architectural Control Committee of the Association described in Section 6.6 below as to harmony of exterior design and general quality standards of the area and the Wynfield Subdivision community generally, and as to location in relation to surrounding structures and topography.

(b) In order to assure that location of houses will be staggered where practical and appropriate, the structure will be located with regard to the ecological constraints and topography of each individual Lot, taking into consideration topography, location of large trees and similar considerations. The Association, through the Architectural Control Committee, reserves the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site. Furthermore, the Architectural Control Committee shall have the right to review and standardize any exterior, architectural or accessory feature and all landscaping plans.

Section 6.2 Review Procedures. If the Architectural Control Committee fails to approve or disapprove plans or specifications submitted to it within fifteen (15) days after receipt of written notice delivering such plans and specification to it together with a request for approval, the Association shall be conclusively deemed to have approved said plans and specifications. Refusal or approval of plans, specifications, builder or location may be based upon any grounds, including purely aesthetic considerations which in the sole discretion of

the Architectural Control Committee shall be deemed sufficient. The approval of the Architectural Control Committee shall in no event constitute or be construed as an approval or warranty by the Association of the stability, design or quality of any improvement.

Section 6.3 Builder Qualifications. Any builder performing any work on the Property must be approved by the Architectural Control Committee as to financial stability, building experience, and ability to build structures of a class and type of those which are to be built on the Property. No person, firm or entity shall be approved as a builder unless such person, firm or entity obtains its income primarily from construction of the type which the builder is to perform upon the Property. No Owner shall be permitted to act as his own builder or contractor for the exterior of any structure except where such Owner obtains his income primarily from the construction of the type of structure to be constructed upon the Property, and otherwise meets the qualifications for approval by the Association as hereinabove set forth.

Section 6.4 Completion of Improvements. The exterior portions of all houses and other structures and site work and landscaping must be completed within one (1) year after the construction of same has commenced, except where completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergencies, Acts of God, natural calamities or other catastrophic circumstances beyond the control of the Owner or builder.

Section 6.5 Remedies of Association. In the event any Owner violates the terms of this Article VI, the Association or its duly appointed agents shall, after thirty (30) days written notice to Owner to cure such violation, and the failure of Owner to so cure, be entitled to enter upon the property of the Owner and cure such violation, including removal of any structure built in violation thereof, all at the cost and expense of the Owner. This right of the Association or its duly authorized agents shall

be in addition to all other general enforcement rights which the Association may have for a breach or violation of the terms of these covenants and restrictions, and shall not be deemed a trespass by the Association or its agents.

Section 6.6 Composition of Architectural Control Committee. So long as Declarant and any entity with which Declarant is associated (an associated entity to be only one with respect to which the deed conveying ownership of any portion of the Property makes specific reference to such association by language reading a substantially as follows: "For purposes of Section 6.6 of the Declaration of Covenants, Conditions and Restrictions to which the above property is subject, this conveyance is to be an entity with which Declarant is associated as defined in such Section") own more than twenty-five percent (25%) of the Lots, Declarant shall have the right to appoint the Architectural Control Committee which shall be composed of three (3) or more representatives. At such time as Declarant and any associated entity shall no longer own more than twenty-five percent (25%) of the Lots, the Architectural Control Committee shall be appointed by the Board of Directors of the Association in accordance with the Bylaws of the Association.

ARTICLE VII

General Residential Covenants

Section 7.1 Land Use and Building Type. All Lots in the Property shall be known and described as residential lots. Without the prior written consent of Declarant, Village I shall not contain more than 27 Lots, Village II shall not contain more than 70 Lots, Village III shall not contain more than 55 Lots, Village IV shall not contain more than 42 Lots, Village V shall not contain more than 53 Lots, and Villages VI and VII, in combination, shall not contain more than 124 Lots. No structure shall be erected, altered, placed or permitted to remain on any parcel of property (whether composed of one or more Lots or parts of Lots) other than one detached single family dwelling, not to exceed two and one half (2 1/2) stories in height (or two [2]

stories and a basement), and a private garage for not more than three (3) cars and other outbuildings incidental to residential use of the parcel.

Section 7.2 Lot Area and Dwelling Size.

(a) No residential structure shall be erected or placed on any parcel of property (whether composed of one or more Lots or parts of Lots) having an area of less than Eleven Thousand Two Hundred Fifty (11,250) square feet.

(b) No single family dwelling having heated square footage of less than 1,400 square feet (exclusive of unfinished basements, attached garages and storage areas) shall be erected on any parcel of property designated as a part of Wynfield Subdivision. As a part of its plan review process, the Architectural Control Committee reserves the right to determine the manner in which the square footage is to be proportioned, with specific attention given to the allocation of space to each living level, and to require exterior elevation appearance to be in conjunction with the entire streetscape, as determined in the sole discretion of the Committee.

Section 7.3 Building Setbacks, Waivers.

(a) No structures shall be erected on any Lot nearer to any street line than the building setback lines shown in the recorded maps, nor shall any building be erected on any easement described within this Declaration or shown upon the recorded maps. With respect to corner Lots, the front Lot line shall be deemed the street line having the shorter frontage, and any residence erected on such corner Lot shall face the front Lot line. No structure, including a residence, shall be located nearer than six (6) feet to both side Lot lines. For purposes of this paragraph, eaves, steps and uncovered porches or terraces shall not constitute part of a structure; provided, however, this exception shall not be construed to permit encroachment upon an easement shown on a recorded map or described within this Declaration. The foregoing shall not be construed to prevent the

construction of driveways and sidewalks up to any side lot line or over easements shown on a recorded map.

(b) In the event of the violation of any of the setback requirements set forth herein or shown on the recorded maps, Declarant reserves the right, by written agreement of waiver, to waive such violation; provided, however, that the right to waive herein reserved shall apply only to instances in which a setback requirement is violated by ten percent (10%) or less.

Section 7.4 Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets such as dogs, cats, et cetera, shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months in age.

Section 7.5 Fences Walls and Hedges. No fence, wall, hedge, mass planting or similar obstruction shall be erected or placed in that portion of any Lot lying to the front of the residence on such Lot nor shall any fence, wall, hedge, mass planting or similar obstruction exceeding eight (8) feet in height be erected or placed in that portion of any Lot lying to the rear of the front of the residence on such Lot; provided, however, the Architectural Control Committee shall have the authority to approve variances from the above requirements. Chain link or other metal fencing is not permitted, except that 2" X 4" mesh may be used with split rail fencing to contain animals within the yard. Perimeter fencing shall not have more than 50 percent of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test.

Fencing of a more solid or privacy nature may be used immediately around patios, wood decks, or pools as privacy screens; provided, however, the design and appearance of such fencing is specifically subject to review by the Architectural Control Committee as set forth in Article VI hereof prior to the commencement of construction.

Section 7.6 Temporary Structures and Offstreet Parking

No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently. For purposes of this Section 7.7, the term "trailer" shall specifically include, without limitation, a "manufactured home" as defined in Section 143-143.9(6) of the North Carolina General Statutes, as the same may be amended, and any other structure substantially constructed or prefabricated. Mobile house trailers, on or off wheels, vehicles or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers", commercial vehicles of any kind operated by a member of the household occupying the dwelling on Lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines (unless parked in a driveway) and, in addition, the Architectural Control Committee may, in its sole discretion, require these vehicles to be parked under cover and within a carport, garage or other shelter approved by the Architectural Control Committee as to location and appearance and no such vehicles or trailers may be occupied while parked on any Lot; provided, however, with the prior written consent of Declarant, builders may maintain temporary construction offices on Lots.

Section 7.7 Metal Garages, Carports, Buildings,

Accessory Structures, Above-Ground Pools. No metal carport or metal garage shall be erected on any Lot or attached to any residence building located on the Lot. No metal building, metal

accessory structure or above-ground pool of any kind shall be placed on any Lot.

Section 7.8 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign of not more than six (6) square feet advertising the Property for sale or rent or signs used by Declarant or a builder approved the Association to advertise the property during the construction and sales period.

Section 7.9 Satellite Dishes or Discs. No radio or television transmission or reception towers, antennas, or discs shall be erected on a Lot other than a conventional television antenna which shall not extend more than ten (10) feet above top roof line ridge of the house. In no event shall free standing transmission or receiving towers or discs or dishes be permitted.

Section 7.10 Maintenance of Lot. Each Owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No Clothesline may be erected or maintained on any Lot other than a temporary clothesline located directly behind the residence. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collection by governmental or other similar garbage and trash removal units.

Section 7.11 Oil and Mining Operations. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, general excavations, or shafts be permitted upon any Lot. No derrick or structure designated

for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or within the Common Area.

ARTICLE VIII

Easements

Section 8.1 Easements for installation and maintenance of driveways, walkways, parking areas, water lines, gas lines, telephone lines, electric power lines, sanitary sewer and storm drainage facilities, cablevision (CATV) service, and for other utility installations are reserved as shown on the applicable recorded maps of the Property, whether such maps are recorded before or after the recording of this Declaration. The person or entity recording such maps shall be free to reserve or grant such easements affecting the property encompassed by the map in question as may be necessary or convenient to the orderly development of said property. In addition, the easements described above are reserved over the rear ten (10) feet and each side five (5) feet of each Lot. The Association may reserve and grant easements for the installation and maintenance of sewerage, utility and drainage facilities over the Common Area as provided in Section 4.1 of this Declaration. Within the easements above provided for no structures, planting or other materials shall be placed or permitted to remain which may interfere with the installation of sewerage or disposal facilities and utilities or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 8.2 Temporary Construction Easements.

Easements for temporary access and construction are reserved over the rear ten (10) feet and each side five (5) feet of every Lot. Any Owner disturbing property within said easements shall be

responsible for restoring said property to its condition prior to disturbance.

Section 8.3 Entrance Signage. There shall be constructed at or near the entrance to each Village a stacked stone wall entrance sign containing the name of the Village, the design and location of such entrance sign to be submitted to the Architectural Control Committee for approval prior to construction. Said entrance sign shall be constructed at the expense of the person or entity recording the first map of all or a portion of the Village to which the entrance sign is applicable and appropriate easements for the maintenance of said sign shall be shown on the recorded map.

ARTICLE IX

General Provisions

Section 9.1 Enforcement. Declarant, the Association, and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Enforcement shall be by proceedings at law or in equity against any person or persons, firm or firms, or entity or entities violating or attempting to violate any covenant and to restrain violation or to recover damages, or both. In the event a proceeding commenced by any party entitled to enforce these covenants is concluded in favor of such party, that party shall be entitled to recover from the defendant or defendants in such proceeding the reasonable attorney's fees incurred by the prevailing party in prosecuting such proceeding.

Section 9.2 Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 9.3 Term. The covenants and restrictions of this Declaration shall run with the land and shall be binding upon all parties and shall inure to the benefit of Declarant, the Association and the Owner of any Lot subject to this Declaration, their legal representatives, heirs, successors and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are filed for registration, after which time they shall be automatically extended for successive periods of ten (10) years unless they are amended or terminated in accordance with the provisions of Section 9.4.

Section 9.4 Amendment. The covenants, conditions and restrictions of this Declaration may be amended or terminated during the initial twenty-five (25) year term by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots subject to this Declaration at the time of such amendment, and after such twenty-five (25) year term by an instrument signed by Owners of not less than seventy-five percent (75%) of such Lots; provided, however, that the Board of Directors of the Association may amend this Declaration to correct any obvious error or inconsistency in drafting, typing or reproduction without action or consent of the Owners, and such amendment shall be certified as an official act of the Board and recorded in the Mecklenburg County Public Registry; and provided further, for so long as Class B membership is in existence, the following actions shall require the prior written approval of the Veterans Administration, U.S. Department of Housing and Urban Development, Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation or Federal National Mortgage Corporation, as applicable:

- (a) annexation of additional property subject to this Declaration.
- (b) dedication of additional Common Area.
- (c) further amendment of this Declaration.

Section 9.5 Procedure for Certification and Recording of Amendment. Any instrument amending these covenants, conditions

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and restriction other than amendment by the Board of Directors of the Association to correct an error or inconsistency in drafting, typing or reproduction shall be delivered following execution by the Owners to the Board of Directors of the Association. Thereupon, the Board of Directors shall, within thirty (30) days after delivery, do the following:

(a) Reasonably assure itself that the amendment has been executed by the Owners of the required number of Lots as provided in Section 9.4. (For this purpose, the Board of Directors may rely on its roster of members and shall not be required to cause the title to any Lot to be examined);

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed.

(c) Immediately and within the thirty (30) day period aforesaid, cause the amendment to be recorded in the Mecklenburg County Public Registry.

All amendments shall be effective from the date of recordation in the Mecklenburg County Public Registry; provided, however, that no such instrument shall be valid until it is indexed in the name of the Association. When any instrument purporting to amend these covenants, conditions and restrictions has been certified by the Board of Directors, recorded and indexed as provided by this Section, it shall be conclusively presumed that such instrument constituted a valid amendment as to the Owners of all Lots subject to this Declaration.

IN WITNESS WHEREOF, Declarant and CBG have caused this instrument to be executed on this 29th day of November, 1988.

WRA/LVG Partnership, a North
Carolina general partnership
(Seal)

BY: Waddell-Rubin Associates
Limited Partnership, General
Partner of WRA/LVG Partnership
(Seal)

BY: R. Alvin Waddell (SEAL)
R. Alvin Waddell, General

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Partner of Waddell-Rubin
Associates Limited Partnership

BY: LVG Properties, Inc.,
a North Carolina corporation,
General Partner of WRA/LVG
Partnership

BY: A. Michael Burnett
VICE President

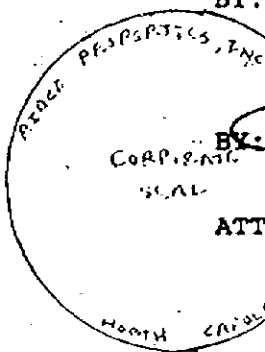
ATTEST: Judge C. Cline
Secretary



(Corporate Seal)

The Charlotte Building Group, a
North Carolina general partnership
(Seal)

BY: Ridge Properties, Inc., a
North Carolina corporation,
General Partner of The
Charlotte Building Group



BY: [Signature]
President

ATTEST: [Signature]
Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public, do hereby certify that R. Alvin Waddell,
General Partner of Waddell-Rubin Associates Limited Partnership,
a North Carolina limited partnership, General Partner of WRA/LVG
Partnership, a North Carolina general partnership, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument.

Witness my hand and official seal this 29 day of NOVEMBER.

Sharon A. Clutz
Notary Public

My Commission Expires: 3-26-92

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 29 day of NOVEMBER, A.D. 1988, personally came before
me SHARON A. CLUTZ, a Notary Public A. MICHAEL
BURNETT, who being by me duly sworn, says that he
is VICE PRESIDENT of LVG Properties, Inc., a North
Carolina Corporation, and that the seal affixed to the foregoing
instrument in writing is the corporate seal of said Company and
that said writing was signed and sealed by him in behalf of said
corporation by its authority duly given. And the said A. MICHAEL
BURNETT acknowledged in said writing to be the
act and deed of said corporation as General Partner of WRA/LVG
Partnership, a North Carolina general partnership.

Sharon A. Clutz
Notary Public

My Commission Expires: 3-26-92

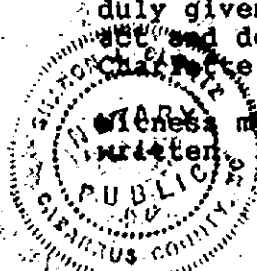
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 29 day of NOVEMBER, 1988, personally came before me R. Alvin Waddell, who, being by me duly sworn, says that he is President of Ridge Properties, Inc., General Partner of The Charlotte Building Group, a North Carolina General Partnership, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation and that the writing was signed and sealed by him/~~her~~ in behalf of the corporation as General Partner of The Charlotte Building Group, by its authority duly given. And the President acknowledged the writing to be the ~~act and~~ deed of the corporation and General Partner of The Charlotte Building Group.

Witness my hand and official seal the day and year first above

Sharon A. Clontz
Notary Public

My Commission Expires: 3-26-92



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CONSENT OF FIRST UNION NATIONAL BANK AND DOUGLAS F. WOOLLEY, III

The undersigned, being the Beneficiary of and Trustee in that certain deed of trust recorded in Book 5686, Page 875 in the Mecklenburg County Public Registry ("Deed of Trust"), do hereby consent to the terms and conditions of this Declaration and do hereby agree that this Declaration shall be superior to the lien of the Deed of Trust. The execution hereof shall not be deemed or construed to have the effect of creating among Beneficiary, Trustee and Declarant the relationship of partnership or of joint venture, or imposing on the Beneficiary or Trustee any of the liabilities, duties or obligations of the Declarant under the Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and sealed as of the 23rd day of November, 1988.

BENEFICIARY: FIRST UNION NATIONAL BANK

BY: [Signature]
VICE President

Attest: [Signature]
Secretary
(Corporate Seal)

TRUSTEE: [Signature] (SEAL)
Douglas F. Woolley, III

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid do hereby certify that Douglas F. Woolley, III, Trustee of First Union National Bank, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 23rd day of November, 1988.

[Signature]
Notary Public

My Commission Expires: 2/10/93

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, certify that Davey Smiley personally came before me this day and acknowledged that (s)he is the Asst Secretary of First Union National Bank and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by him (her) as its Asst Secretary.

Witness my hand and official stamp or seal, this the 23rd day of November, 1988.

[Signature]
Notary Public

My Commission Expires: 2/10/93

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CONSENT OF J. B. STOKES AND WIFE, MARIETTA S. STOKES AND
SAMUEL S. WILLIAMS

The undersigned, being the Beneficiary of and Trustee in that certain deed of trust recorded in Book 5686, Page 973 in the Mecklenburg County Public Registry ("Deed of Trust"), do hereby consent to the terms and conditions of this Declaration and do hereby agree that this Declaration shall be superior to the lien of the Deed of Trust. The execution hereof shall not be deemed or construed to have the effect of creating among Beneficiary, Trustee and Declarant the relationship of partnership or joint venture, or imposing on the Beneficiary or Trustee of any of the liabilities, duties or obligations of the Declarant under the Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and sealed as of the 29 day of NOVEMBER, 1988.

BENEFICIARY: _____ (SEAL)
J. B. Stokes

Marietta S. Stokes (SEAL)

TRUSTEE:

Samuel S. Williams (SEAL)
Samuel S. Williams

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, do hereby certify that Samuel S. Williams, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 29th day of NOVEMBER, 1988.

Sherry S. Williams
Notary Public

My Commission Expires: 3-14-92

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, do hereby certify that J. B. Stokes and wife, Marietta S. Stokes, Beneficiary, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the ____ day of _____, 1988.

Notary Public

My Commission Expires: _____

TRACT I:

To get to the BEGINNING POINT, begin at a point in SR 2139, said point being the southeasterly corner of the property conveyed to The J.B.S. Corporation, a North Carolina corporation by deed recorded in Book 4909, Page 957 in the Metcklenburg County Public Registry and run thence N. 23-03-09 E. 85.05 feet to a point in SR 2139; run thence N. 64-29-59 W. 602.97 feet to an old iron, said old iron being the BEGINNING POINT, and running thence from the BEGINNING POINT N. 64-29-59 W. 71.0 feet to a point; thence S. 27-14-01 W. 454.71 feet to a point; thence N. 69-15-41 W. 726.28 feet to an old iron; thence N. 68-54-17 W. 2,384.10 feet to a point in the centerline of McDowell Creek ("First Point"), passing a point in the centerline of a branch at 22.0 feet, an old iron at 1,204.33 feet and a new iron at 2,359.10 feet; thence with and along the centerline of McDowell Creek as McDowell Creek meanders between the following four (4) points located in the centerline of McDowell Creek: (1) from the First Point, run N. 14-12-56 E. 1,553.27 feet to a point ("Second Point"); (2) from the Second Point, run N. 13-49-19 E. 903.83 feet to a point ("Third Point"); (3) from the Third Point, run N. 1-07-44 E. 527.01 feet to a point ("Fourth Point"); (4) from the Fourth Point, run N. 20-18-45 W. 295.97 feet to a point ("Fifth Point"); thence, leaving the centerline of McDowell Creek, running S. 66-43-16 E. 2,090.22 feet to an old iron, passing a new iron at 25.0 feet and an old buggy axle at 1,898.25 feet; thence S. 23-19-52 W. 140.10 feet to a point; thence S. 25-58-29 W. 210.30 feet to a point; thence S. 32-21-36 W. 191.73 feet to a point; thence S. 51-58-49 W. 213.47 feet to a point; thence S. 43-34-43 W. 80.75 feet to a point; thence S. 28-34-17 W. 81.87 feet to a point; thence S. 20-26-10 W. 126.45 feet to an old iron; thence S. 70-23-25 E. 1,676.51 feet to an old iron; thence S. 36-54-26 E. 588.21 feet to an old iron; thence S. 27-16-59 W. 1,361.83 feet to the BEGINNING POINT, and containing 202.27 acres, more or less, according to a plat of survey of James R. Harrington & Associates, N.C.R.L.S., dated December 28, 1987, and revised January 4, 1988 and January 11, 1988, reference to which is hereby made for a more particular description.

TRACT II:

BEGINNING at an old iron, said old iron marking the southwesterly corner of the property conveyed to Joe W. Ranson and wife, Sally

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Bost Ranson by deed recorded in Book 999, Page 192 in the Mecklenburg County Public Registry and the southeasterly corner of Tract No. 1 on map of the R. A. Torrence Est. Land recorded in Map Book 3, at Page 466 in the Mecklenburg County Public Registry and running thence N. 34-27-34 W. 328.62 feet to a point in the centerline of a branch ("Point One"); thence with and along the centerline of said branch as said branch meanders between the following four (4) points located in the centerline of said branch: (1) from Point One, run N. 0-01-12 E. 368.53 feet to a point ("Point Two"); (2) from Point Two, run N. 1-46-45 W. 440.56 feet to a point ("Point Three"); (3) from Point Three, run N. 4-29-00 E. 190.09 feet to a point ("Point Four"); (4) from Point Four, run N. 0-59-54 W. 147.54 feet to a point ("Point Five"); thence, leaving the centerline of said branch running S. 68-54-17 E. 22.0 feet to an old iron; thence S. 69-15-41 E. 726.28 feet to a point; thence S. 27-14-01 W. 658.79 feet to a new iron; thence S. 62-52-39 E. 71.00 feet to a new iron; thence S. 27-12-25 W. 600.00 feet to the point or place of BEGINNING, and containing 13.28 acres, more or less, according to a plat of survey of James R. Harrington & Associates, N.C.R.L.S. dated December 28, 1987 and revised January 4, 1988 and January 11, 1988, reference to which is hereby made for a more particular description.

TRACT III:

To get to the BEGINNING Point, begin at an old iron, said old iron marking the southwesterly corner of the property conveyed to Joe W. Ranson and wife, Sally Bost Ranson by deed recorded in Book 999, Page 192 in the Mecklenburg County Public Registry and the southeasterly corner of Tract No. 1 on the map of R. A. Torrence Est. Land recorded in Map Book 3 at Page 466 in the Mecklenburg County Public Registry and run thence N. 77-59-42 E. 390.92 feet to a new iron, said new iron marking the BEGINNING POINT, and running thence from the BEGINNING POINT S. 27-47-08 E. 318.42 feet to a concrete nail in the centerline of SR #2136; thence N. 62-12-52 E. 577.71 feet to a concrete nail in the centerline of SR #2136; thence N. 67-14-19 E. 53.71 feet to a concrete nail in the centerline of SR #2136; thence N. 78-17-47 E. 60.47 feet to a concrete nail in the centerline of SR #2136; thence S. 84-44-05 E. 51.07 feet to a concrete nail in the centerline of SR #2136; thence S. 65-19-08 E. 60.45 feet to a concrete nail in the centerline of SR #2136; thence S. 44-54-59 E. 101.79 feet to a point; thence S. 32-08-15 E. 26.71 feet to a point; thence N. 2-45-42 E. 311.70 feet to an old iron; thence S. 77-59-42 W. 825.68 feet to a new iron; thence continuing S. 77-59-42 W. 171.28 feet to the BEGINNING POINT and containing 4.57 acres, more or less, according to a plat of survey of James R. Harrington & Associates, N.C.R.L.S. dated December 28, 1987 and revised January 4, 1988 and January 11, 1988, reference to which is hereby made for a more particular description.

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TRACT IV:

BEGINNING at an old iron, said old iron marking the southwesterly corner of the property conveyed to Joe W. Ranson and wife, Sally Bost Ranson by Deed recorded in Book 999, Page 192 in the Mecklenburg County Public Registry and the southeasterly corner of Tract No. 1 on the map of R. A. Torrence Est. Land recorded in Map Book 3 at Page 466 in the Mecklenburg County Public Registry and running thence N. 27-12-25 E. 600.00 feet to a new iron; thence S. 33-28-48 E. 499.57 feet to a new iron; thence S. 77-59-42 W. 171.28 feet to a new iron; thence continuing S. 77-59-42 W. 390.92 feet to the point or place of BEGINNING, and containing 3.00 acres, more or less, according to a plat of survey of James R. Harrington & Associates, N.C.R.L.S. dated December 28, 1987 and revised January 4, 1988 and January 11, 1988, reference to which is hereby made for a more particular description.

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Sharon A. Clontz,

Pamela R. Reid and Sherry S. Williams

a Notar(y) (ies) Public (is) (are) certified to be correct.

This 29th day of November 19 88

Charles E. Crowder, Register of Deeds

By: *W. A. P. P. P.* Deputy

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6015 0173

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

DRAWN BY & MAIL TO:
JOHN W. EDDOY
WEINSTEIN & STURGES, P.A.
1100 SOUTH TRYON STREET
CHARLOTTE, NC 28203
RD BOX #27

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WYNFIELD
SUBDIVISION

357

PRESENTED FOR
RECORD

APR 27 PM 4:52

REGISTER OF DEEDS
MECKLENBURG COUNTY, N.C.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WYNFIELD SUBDIVISION is made on this the 26th day of April, 1989 by WRA/LVG PARTNERSHIP, a North Carolina general partnership ("Declarant"), THE CHARLOTTE BUILDING GROUP, a North Carolina general partnership, ("CBG"), THE HOWEY CO., INC., a North Carolina corporation ("Howey"), TC HOMES CHARLOTTE-WYNFIELD LIMITED PARTNERSHIP, a Texas limited partnership ("TC") and the WYNFIELD PROPERTY OWNERS ASSOCIATION, INC., a North Carolina corporation ("Association")

W I T N E S S E T H:

WHEREAS, Declarant and CBG caused to be filed that certain Declaration of Covenants, Conditions and Restrictions for Wynfield Subdivision recorded in Book 5912, Page 245 in the Mecklenburg County Public Registry ("Declaration"); and

WHEREAS, Declarant and CBG presently own portions of the property subject to the Declaration and Howey and TC own all other portions of said property (collectively "Property"); and

WHEREAS, Declarant, CBG, Howey and TC (being the owners of all of the Property) and the Association desire to amend the Declaration as hereinafter set forth (said amendment being effected prior to the submission of the Declaration to the Veterans Administration, U. S. Department of Housing and Urban Development, Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation or Federal National Mortgage Corporation or any other governmental agency for approval such that the approval of this Amendment by any of said agencies is not required);

NOW, THEREFORE, the parties do hereby agree to the following amendments to the Declaration:

(1) Section 1.4 of the Declaration is hereby amended to read as follows:

"Section 1.4 "Lot" shall mean and refer to any residential building lot shown on the unrecorded map of the Property used by Declarant in determining the number of Lots within each of the above-referenced Villages or any parcel of land shown upon any recorded subdivision map of Wynfield Subdivision, with the exception of streets and Common Area, any recorded subdivision map referred to above to supersede with

FEE	40.00
<>	40.00
CASH	40.00

respect to the property therein described the unrecorded map referred to above. An "Improved Lot" shall mean a Lot on which a residence has been constructed and title transferred to an Owner other than the Owner who constructed said residence or a Lot on which a residence has been constructed by an Owner who occupies said residence as his, her or their personal residence (or leases said residence to a tenant who occupies same as a personal residence). An "Unimproved Lot" shall mean all Lots other than Improved Lots.

(2) Section 3.2 of the Declaration is hereby amended to read as follows:

"Section 3.2. The Association shall have two classes of voting membership:

(a) Class A: Class A Members shall be all Owners with the exception of the Class B Members designated or described below, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

(b) Class B: The Class B Members shall be the Declarant, The Charlotte Building Group, a North Carolina general partnership ("CBG"), The Howey Co., Inc., a North Carolina corporation ("Howey"), TC Homes Charlotte-Wynfield Limited Partnership, a Texas limited partnership ("TC"), WRA/LVG/The Burnett Co., Inc.-Charterhouse Partnership, a North Carolina general partnership ("WRA/LVG/TBC") and such other Owners as shall be admitted as Class B Members by unanimous consent of Declarant, CBG, Howey, TC, WRA/LVG/TBC and all other Class B Members previously admitted as provided herein, such consent to evidenced by document duly executed by all of the foregoing and attached to the deed or deeds whereby title to Lots is conveyed to the Owner to be admitted as a Class B Member. A Class B Member shall be entitled to three (3) votes for each Lot in which it holds a fee or undivided fee interest. Upon the conveyance of a Lot from a Class B Member to an Owner other than a Class B Member, the

membership classification for that Lot shall automatically be converted from Class B to Class A. Class B membership status for all Lots shall cease and be converted to Class A status on the first to occur of the following:

(i) when the total votes outstanding in Class A Membership equals or exceeds the total votes outstanding in Class B membership;

(ii) January 1, 1993;

(iii) such date as all of the then Class B Members shall elect to abolish Class B Membership by delivery to the Association of written notice to such effect."

(3) The following subparagraph (f) is hereby added to Section 4.1 of the Declaration:

"(f) The right of the Association to grant to persons who are not Members an annual fee-paid license to use the Recreational Amenities, the number of such persons to be so licensed and the fee to be charged to be determined in the discretion of the Association."

(4) Section 4.3 of the Declaration is hereby amended to read as follows:

"Section 4.3 Title to the Common Area. The Association shall hold fee simple title to such tracts of land as may be deeded to it by Declarant as Common Area. Declarant does not hereby commit to the conveyance of any Common Area other than that generally described in Section 1.2 hereof; provided, however, the Recreational Amenities shall in due course be completed by Declarant and the Common Area in which the Recreational Amenities are situated shall in due course be conveyed to the Association free and clear of encumbrances."

(5) The language of Section 5.1.(a) of the Declaration is hereby deleted and Section 5.1.(b) of the Declaration is hereby re-lettered as Section 5.1.(a).

(6) Section 5.3 of the Declaration is hereby amended to read as follows:

"Section 5.3 Maximum Annual Assessments.

(a) Until January 1, 1990, the maximum annual assessment shall not be in excess of One Hundred Ninety Dollars (\$190.00) per Improved Lot (prorated according to the number of days during said year that the Lot in question is an Improved Lot), and no assessment shall be payable with respect to an Unimproved Lot.

(b) For the year 1990, the maximum annual assessment shall not be in excess of Three Hundred Eighty Dollars (\$380.00) per Improved Lot (prorated according to the number of days during said year that the Lot in question is an Improved Lot, less a pro rated amount of any assessment paid with respect to said Lot as an Unimproved Lot) and One Hundred Ninety Dollars (\$190.00) per Unimproved Lot, except that no assessment shall be payable with respect to Unimproved Lots in Villages V and VII described above.

(c) For the years 1991 and 1992, the maximum annual assessment shall not be in excess of Three Hundred Eighty Dollars (\$380.00) per Improved Lot (prorated according to the number of days during said year that the Lot in question is an Improved Lot, less a pro rated amount of any assessment paid with respect to said Lot as an Unimproved Lot) and One Hundred Ninety Dollars (\$190.00) per Unimproved Lot.

(d) For the year 1993, the maximum annual assessment shall not be in excess of Three Hundred Eighty Dollars (\$380.00) per Lot.

(e) Beginning January 1, 1994, and each year thereafter, the maximum annual assessment for each Lot may be increased by the Board of Directors of the Association without a vote of the Members, by a percentage which may not exceed five percent (5%) per annum.

(f) Beginning January 1, 1994, the maximum annual assessment may be increased by any amount approved by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting

6015 0177

duly called for such purpose in accordance with Section 5.5.

(g) After consideration of the current expenses and future needs of the Association, the Board of Directors shall fix the annual assessments at any amount not in excess of the maximum as determined pursuant to the previous subsections of this Section 5.3."

(7) Section 5.6 of the Declaration is hereby amended to read as follows:

"Section 5.6 Uniform Rate of Assessment. Except as otherwise provided in Section 5.3 hereof, both annual and special assessments must be fixed at a uniform rate for all Lots. Annual Assessments shall be collected on a semi-annual basis in advance, and shall be paid to any collection agent as may be appointed by the Board of Directors of the Association. Special assessments shall be collected as determined by the Board of Directors."

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed the day and year first above written, the Association having joined herein, inter alia, for the purpose of certifying to the validity of this instrument as required by Section 9.5 of the Declaration.

WRA/LVG Partnership, a North Carolina
general partnership, (Seal)

By: LVG Properties, Inc., a North Carolina
Corporation, General Partner

By: A. Michael Burnett
Vice President

ATTEST: Judy C. Clear
Secretary

By: Waddell-Rubin Associates Limited
Partnership, a North Carolina limited
partnership, General Partner (Seal)

By: R. Alvin Waddell
R. Alvin Waddell, General Partner

6015 0178

The Charlotte Building Group, a North
Carolina general partnership (Seal)

By: Ridge Properties, Inc., a North
Carolina Corporation, General Partner

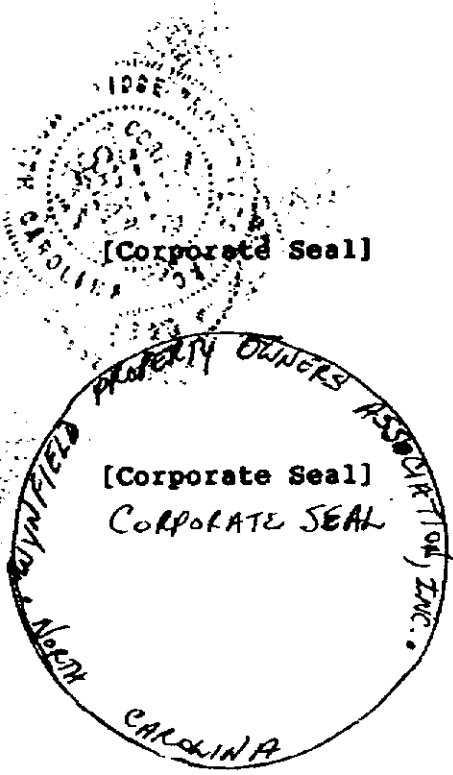
By: *[Signature]*
President

ATTEST: *[Signature]*
Secretary

Wynfield Property Owners Association, Inc.

By: *[Signature]*
President

ATTEST: *[Signature]*
Secretary

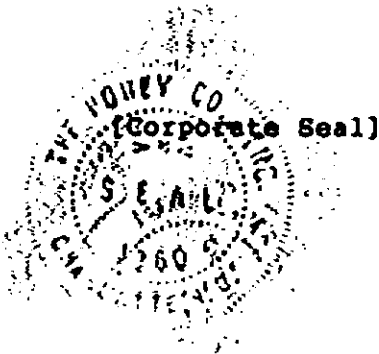


H.
REAL ESTATE
BOOK PAGE
6015 0179

The Howey Co., Inc., a North Carolina
Corporation

By: Robert S. Howey
President

ATTEST: David S. Howey
Asst. Secretary



6015 0180

TC Homes Charlotte-Wynfield Limited
Partnership, a Texas limited
partnership (Seal)

By: Trammell Crow Homes-Charlotte, Inc.,
General Partner

By: *Robb*
Vice President

ATTEST: *Rhonda E. Lawrence*
Asst Secretary



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 24th day of April, 1989, personally came before me, a Notary Public in and for said County and State, A. Michael Burnett, who, being by me duly sworn, says that he is the Vice President of LVG Properties, Inc., a North Carolina corporation, which is a General Partner of WRA/LVG PARTNERSHIP, a North Carolina general partnership, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said writing was signed and sealed, by him, in behalf of said corporation, by its authority duly given. And the said A. Michael Burnett acknowledged the said writing to be the act and deed of said corporation.

Cynthia H. Gutnick

Notary Public

My Commission Expires: March 24, 1991

[Notarial Seal]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This the 26th day of April, 1989, personally came before me, a Notary Public in and for said County and State, R. Alvin Waddell, a General Partner of Waddell-Rubin Associates Limited Partnership, a North Carolina limited partnership, which is a General Partner of WRA/LVG PARTNERSHIP, a North Carolina general partnership, and acknowledged the due execution of the foregoing instrument.

Lori J. Cameron

Notary Public

My Commission Expires: My Commission Expires November 14, 1993

[Notarial Seal]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 26th day of April, 1989, personally came before me, a Notary Public in and for said County and State, R. Alvin Waddell, who, being by me duly sworn, says that he is the President of Ridge Properties, Inc., a North Carolina corporation, which is a General Partner of THE CHARLOTTE BUILDING GROUP, a North Carolina general partnership, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said writing was signed and sealed by R. Alvin Waddell in behalf of said corporation, by its authority duly given. And the President acknowledged the said writing to be the act and deed of said corporation.

R. Alvin Waddell
Notary Public

My Commission Expires: My Commission Expires November 14, 1993

[Notarial Seal]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 26th day of April, 1989, personally came before me, a Notary Public in and for said County and State, R. Alvin Waddell, who, being by me duly sworn, says that he is the President of WYNFIELD PROPERTY OWNERS ASSOCIATION, INC., a North Carolina corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said R. Alvin Waddell acknowledged the said writing to be the act and deed of said corporation.

R. Alvin Waddell
Notary Public

My Commission Expires: My Commission Expires November 14, 1993

[Notarial Seal]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 11 day of April, 1989, personally came before me, a Notary Public in and for said County and State, Ralph J. Howey, who, being by me duly sworn, says that he is the President of THE HOWEY CO., a North Carolina corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said writing was signed and sealed by David S. Howey in behalf of said corporation, by its authority duly given. And the said President acknowledged the said writing to be the act and deed of said corporation.

Kathryn K. Hunter

Notary Public

My Commission Expires: 6-29-93

[Notarial Seal]



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 18th day of April, 1989, personally came before me, a Notary Public in and for said County and State, Robert R. Isaacson, who, being by me duly sworn, says that he is the Vice President of Trammell Crow Homes-Charlotte, Inc., a North Carolina corporation, which is a General Partner of TC HOMES CHARLOTTE-WYNFIELD LIMITED PARTNERSHIP, a Texas limited partnership, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said Robert R. Isaacson acknowledged the said writing to be the act and deed of said corporation.

Cynthia H. Butrick
Notary Public

My Commission Expires: March 24, 1991

[Notarial Seal]

CONSENT OF FIRST UNION NATIONAL BANK AND DOUGLAS F. WOOLLEY, III X

The undersigned, being the Beneficiary of and Trustee in those certain deeds of trust recorded in Book 5686, Page 875 and Book 5958, Page 0012 in the Mecklenburg County Public Registry ("Deeds of Trust"), do hereby consent to the terms and conditions of this Amendment to Declaration and do hereby agree that this Amendment and the Declaration which it amends shall be superior to the liens of the Deeds of Trust. The execution hereof shall not be deemed or construed to have the effect of creating any relationship of partnership or of joint venture, or imposing on the Beneficiary or Trustee any of the liabilities, duties or obligations of the Declarant under the Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and sealed as of the 7 day of April, 1989.

BENEFICIARY: FIRST UNION NATIONAL BANK

BY: [Signature]
Vice President

Attest: [Signature]
Secretary
(Corporate Seal)

TRUSTEE: [Signature] (SEAL)
Douglas F. Woolley, III

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid do hereby certify that Douglas F. Woolley, III, Trustee of First Union National Bank, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 7th day of April, 1989.

My Commission Expires: 5/12/91

[Signature]
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, certify that [Signature] personally came before me this day and acknowledged that (s)he is the Asst Secretary of First Union National Bank and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by him (her) as its Asst Secretary.

Witness my hand and official stamp or seal, this the 7th day of April, 1989.

My Commission Expires: 5/12/91

[Signature]
Notary Public

CONSENT OF J. B. STOKES AND WIFE, MARIETTA S. STOKES AND
SAMUEL S. WILLIAMS

The undersigned, being the Beneficiary of and Trustee in that certain deed of trust recorded in Book 5686, Page 973 in the Mecklenburg County Public Registry ("Deed of Trust"), do hereby consent to the terms and conditions of this Amendment to Declaration and do hereby agree that this Amendment and the Declaration which it amends shall be superior to the lien of the Deed of Trust. The execution hereof shall not be deemed or construed to have the effect of creating any relationship of partnership or joint venture, or imposing on the Beneficiary or Trustee of any of the liabilities, duties or obligations of the Declarant under the Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and sealed as of the 26th day of April, 1989.

BENEFICIARY:

J. B. Stokes (SEAL)
J. B. Stokes

Marietta S. Stokes (SEAL)
Marietta S. Stokes

TRUSTEE:

Samuel S. Williams (SEAL)
Samuel S. Williams

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, certify that Samuel S. Williams, Trustee, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 25th day of April, 1989.

Sherry S. Williams
Notary Public

My Commission Expires: 3-14-92

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, certify that J. B. Stokes and wife, Marietta S. Stokes, Beneficiary, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 26th day of April, 1989.

Sherry S. Williams
Notary Public

My Commission Expires: 3-14-92

CONSENT OF NCNB NATIONAL BANK OF NORTH CAROLINA AND TIM, INC.

The undersigned, being the Bank and Trustee in that certain deed of trust recorded in Book 5870, Page 795 in the Mecklenburg Public Registry ("Deed of Trust"), do hereby consent to the terms and conditions of this Amendment to Declaration and do hereby agree that this Amendment and the Declaration which it amends shall be superior to the lien of the Deed of Trust. The execution hereof shall not be deemed or construed to have the effect of creating any relationship of partnership or of joint venture, or imposing on the Lender or Trustee any of the liabilities, duties or obligations of the Declarant under the Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and sealed as of the 26th day of April, 1989.

BANK: NCNB NATIONAL BANK OF NORTH CAROLINA

By: Raphael C. Soldati
ASS'T. VICE President CORPORATE

Attest: Carol W. Pung
SECRETARY SEAL

TIM, INC. (Corporate Seal)

TRUSTEE: TIM, INC.

By: C. Henry Johnson
VICE President CORPORATE

Attest: Raphael C. Soldati
ASS'T. SECRETARY

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, do hereby certify that JANET H. TURPEN personally came before me this day and acknowledged that (s)he is the ASS'T Secretary of NCNB NATIONAL BANK OF NORTH CAROLINA and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ASS'T VICE President, sealed with its corporate seal and attested by him (her) as its ASS'T Secretary.

Witness my hand and official stamp or seal, this the 26 day of April, 1989.

Michelle Goodman
Notary Public

My Commission Expires: My Commission Expires February 21, 1993

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, do hereby certify that RAFAEL C. SOLDATI personally came before me this day and acknowledged that (s)he is the ASS'T Secretary of TIM, INC. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its VICE President, sealed with its corporate seal and attested by him (her) as its ASS'T Secretary.

Witness my hand and official stamp or seal, this the 26 day of April, 1989.

Michelle Goodman
Notary Public

My Commission Expires: My Commission Expires February 21, 1993

REAL ESTATE
BOOK PAGE

6015 0187

6015 0188

CONSENT OF GENERAL ELECTRIC CAPITAL CORPORATION AND
WILLIAM E. ROUSE, JR.

The undersigned, being the Lender and Trustee in that certain deed of trust recorded in Book 5939, Page 752 in the Mecklenburg County Public Registry ("Deed of Trust"), do hereby consent to the terms and conditions of this Amendment to Declaration and do hereby agree that this Amendment and the Declaration which it amends shall be superior to the lien of the Deed of Trust. The execution hereof shall not be deemed or construed to have the effect of creating any relationship of partnership or of joint venture, or imposing on the Lender or Trustee any of the liabilities, duties or obligations of the Declarant under the Declaration.

IN WITNESS WHEREOF, the undersigned have caused the Consent to be duly executed and sealed as the 12th day of March, 1989.

LENDER: GENERAL ELECTRIC CAPITAL CORPORATION

By: Paul T. Zantinger
President Investment Mgr.

Attest: Joan K. Jackson
Attorney Secretary

(Corporate Seal)

TRUSTEE: William E. Rouse, Jr., Trustee (SEAL)
William E. Rouse, Jr.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that William E. Rouse, Jr., Trustee of General Electric Credit Corporation personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 13th day of April, 1989.

LENN V. JONES, Notary Public
WAKE COUNTY, NORTH CAROLINA
MY COMMISSION EXPIRES 8-18-91

Lynn V. Jones
Notary Public

My Commission Expires: 8/18/91

STATE OF Georgia

COUNTY OF Fulton

I, a Notary Public of the County and State aforesaid, certify that Paul T. Zantinger personally came before me this day and acknowledge that (s)he is the Invest. Mgr. Secretary of General Electric Capital Corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Investment Manager President, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and official stamp or seal, this the 12th day of April, 1989.

Candyn Collier
Notary Public

Notary Public, Fulton County, Georgia

My Commission Expires: My Commission Expires Jan. 26, 1991

CONSENT OF 1ST HOME FEDERAL SAVINGS AND LOAN ASSOCIATION
OF THE CAROLINAS, F.A. AND 1ST HOME FINANCIAL CORPORATION

The undersigned, being the Lender and Trustee in those certain deeds of trust recorded in Book 5912, Page 423 and Book 5801, Page 895 (as amended by Addendum recorded in Book 5981, Page 901 and any further addenda with respect thereto recorded prior to the recording of this Amendment which affect the property subject to the Declaration), all in the Mecklenburg County Public Registry ("Deeds of Trust"), do hereby consent to the terms and conditions of this Amendment to Declaration and do hereby agree that this Amendment and the Declaration which it amends shall be superior to the liens of the Deeds of Trust. The execution hereof shall not be deemed or construed to have the effect of creating any relationship of partnership or of joint venture, or imposing on the Lender or Trustee any of the liabilities, duties or obligations of the Declarant under the Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and sealed as of the 17th day of April, 1989.

LENDER: 1ST HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF THE CAROLINAS, F.A.

By: [Signature] Vice President

Attest: Mary G. Rios
Asst. Secretary

(Corporate Seal)

TRUSTEE: 1ST HOME FINANCIAL CORPORATION

By: [Signature] President

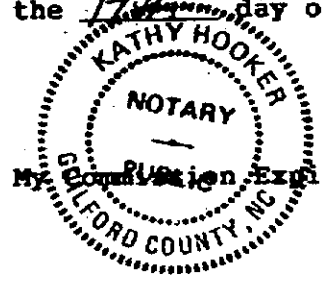
Attest: Mary G. Rios
Asst. Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, a Notary Public of the County and State aforesaid, certify that Mary G. Rios personally came before me this day and acknowledged that (s)he is the Asst. Secretary of 1st Home Federal Savings and Loan Association of the Carolinas, F.A. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by him (her) as its Asst. Secretary.

Witness my hand and official stamp or seal, this the 17th day of April, 1989.



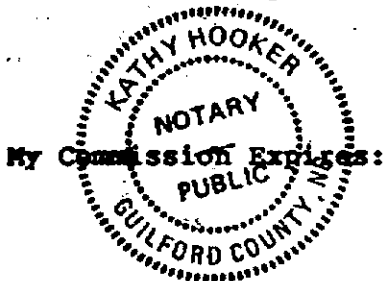
Kathy Hooker
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF ~~HECKENBORG~~ Henderson

I, a Notary Public of the County and State aforesaid, certify that Mary A. Reis personally came before me this day and acknowledged that (s)he is the Asst. Secretary of 1st Home Financial Corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him (her) as its Asst. Secretary.

Witness my hand and official stamp or seal, this the 17th day of April, 1989.



Kathy Hooker
Notary Public

My Commission Expires: 1/22/91

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

WAIVER OF RESTRICTIONS

This Waiver of Restrictions is made this 21 day of November, 1995, by and between WRA/LVG Partnership, hereinafter "Declarant" and Joseph M. Hall and wife, Mary L. Hall, hereinafter "Owners";

WITNESSETH:

WHEREAS, Declarant caused to be recorded in Book 5212 at Page 245 of the Mecklenburg Public Registry a Declaration of Covenants, Conditions and Restrictions for Wynfield Subdivision, which declaration contained a provision for Declarant to waive violations of setback requirements shown on recorded maps in which a setback requirement is violated by ten percent (10%) or less; and

WHEREAS, Owners had a home constructed in 1992 on Lot 7 of Oxfordshire at Wynfield, as shown on map of same recorded in Book 24 at Pages 159 and 160 of the Mecklenburg Public Registry, which home violated the thirty-five foot (35') rear setback, as shown on the recorded maps, by three (3.0') feet, which is less than ten percent (10%) of the required setback; and

WHEREAS, Owners has requested Declarant to waive said setback violation, and Declarant has agreed to do so.

NOW, THEREFORE, in consideration of Ten Dollars and other good and valuable considerations, Declarant, pursuant to Section 7.3(b) of the Declaration of Covenants, Conditions and Restrictions for Wynfield Subdivision, recorded in Book 5912, Page 245 of the Mecklenburg Public Registry, does hereby waive the rear setback violation on Lot 7 of Oxfordshire at Wynfield, as shown on map of same recorded in Map Book 24, Page 159 and 160 of the Mecklenburg Public Registry.

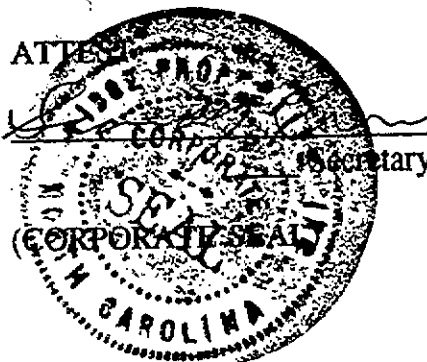
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed, the day and year first above written.

WRA/LVG PARTNERSHIP,
a North Carolina General Partnership

By: The Charlotte Building Group,
a North Carolina General Partnership

By: Ridge Properties, Inc.,
a North Carolina Corporation,
General partner of The Charlotte
Building Group

By: [Signature]
____ President



Drawn by and Mail to:
PARHAM HELMS HARRIS BLYTHE & MORTON
1329 E. Morehead St.
Charlotte, NC 28204
☐ (Box 22)

Bma

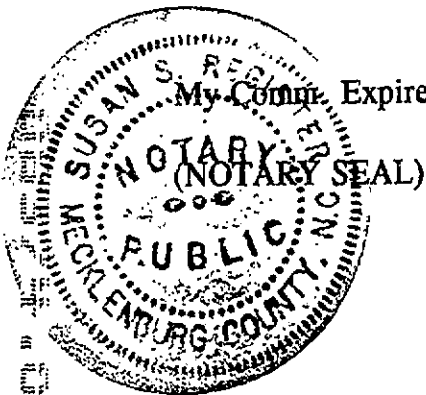
JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 11/27/95 16:24
BK: 08374 PG: 0368/0369 10562 10.00

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 21 day of November, 1995, personally came before me R. A. Waddell, who, being by me duly sworn, says that (s)he is the President of RIDGE PROPERTIES, INC., a North Carolina Corporation, General Partner of the Charlotte Building Group, a North Carolina General Partnership, which is the General Partner of WRA/LVG Partnership, a North Carolina General Partnership, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company; that said writing was signed and sealed by him/her in behalf of said corporation by its authority duly given; and the said R.A. Waddell acknowledged the said writing to be the act and deed of said corporation.

Susan S. Register
Notary Public



State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of

Susan S. Register

Notary(ies) Public is/are certified to be correct. This 27th day of December 1995

JUDITH A. GIBSON, REGISTER OF DEEDS

By:

Sirena W. Cicca

Deputy Register of Deeds

EXHIBIT D

.1. ADJOINING LOT OWNERS

SUBJECT PROPERTY
14903 Billingshurst Court, Huntersville, NC 28078
00918407

NEIGHBORING PROPERTIES:

Name	Address	Parcel
JOHN J. LAGRUA LYNNE A. LAGRUA	8703 TAUNTON DRIVE HUNTERSVILLE, NC 28078	00919135
MATTHEW J. PICCOLO EVA A. PICCOLO	8711 TAUNTON DRIVE HUNTERSVILLE, NC 28078	00919136
KAYE I. KEAYS	NOTICE: 821 VANCOUVER STREET MIDDLETON, OH 45044 PROPERTY: 8723 TAUNTON DRIVE HUNTERSVILLE, NC 28078	00919137
SABIN J. FANNIN AMY FANNIN	8821 OXFORDSHIRE COURT HUNTERSVILLE, NC 28078	00918404
KAELYN BUCH HUNTER BUCK	8901 OXFORDSHIRE COURT HUNTERSVILLE, NC 28078	00918409
JEFFERSON S. DAVIS	14900 BILLINGSHURST COURT HUNTERSVILLE, NC 28078	00918406
SARAH BILLINGS HOGGE KASON BURL HOGGE	14900 OXFORD HOLLOW ROAD HUNTERSVILLE, NC 28078	00918420
MONA BRATTER JOEL M. BRATTER	14904 BILLINGSHURST COURT HUNTERSVILLE, NC 28078	00918405
ROBERT P. JENNINGS NOELLE JENNINGS	14907 BILLINGSHURST COURT HUNTERSVILLE, NC 28078	00918408



Mecklenburg County ~ Property Record Card Property Search

Mecklenburg County ~ Property Record Card Property Search

PARCEL ID: 00918407
14903 BILLINGSHURST CT
HUNTERSVILLE NC

OPENDOOR PROPERTY TRUST I
410 NORTH SCOTTSDALE RD STE 1600
TEMPE AZ 85281

Total Appraised Value
\$334,400

KEY INFORMATION

Exhibit 3- Mecklenburg County Property Record

Land Use Code	R100	Neighborhood	A921
Land Use Desc	SINGLE FAMILY RESIDENTIAL	Land	1 LOT
Exemption / Deferment	-	Municipality	HUNTERSVILLE
Last Sale Date	04/28/2021	Fire District	HUNTERSVILLE
Last Sale Price	\$417,500	Special District	FIRE SERVICE D
Legal Description	L7 M24-159		

ASSESSMENT DETAILS

2021 Real Estate Assessed Value	
Land Value	\$80,000
Building Value	\$254,400
Features	\$0
Total	\$334,400

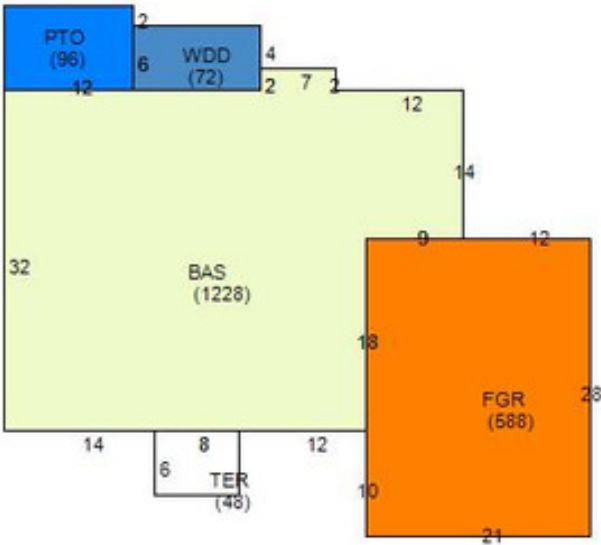
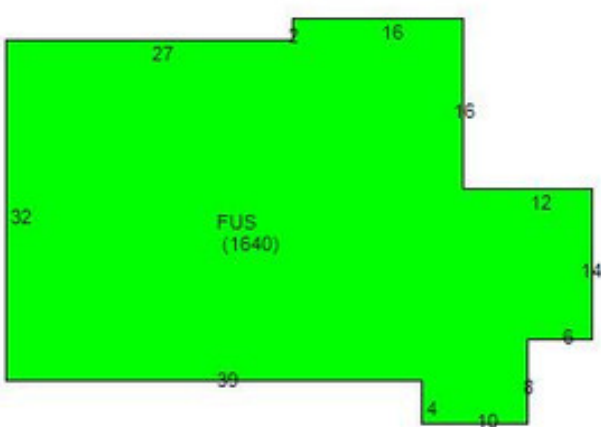
LAND

USE	UNITS	TYPE	NEIGHBORHOOD	ASSESSMENT
R100	1	LOT	A921	\$80,000

BUILDING

BUILDING (1)

Finished Area	2,868
Year Built	1992
Built Use / Style	SINGLE FAMILY RESIDENTIAL
Story	2.0 STORY
Heat	FORCED AIR - DUCTED
Fuel	GAS
Foundation	CRAWL SPACE
External Wall	MASONITE
Fireplace(s)	1
Full Bath(s)	2
Half Bath(s)	1
Bedroom(s)	4
Total (SqFt)	3,672



FEATURES

No data to display

RECENT SALES HISTORY

The sales history includes only qualified sales made since January 1, 2016. A sale is qualified when it has been verified, by the appraiser, as an arm's length transaction for fair market value. Only qualified sales are considered in the appraisal process. For a complete history of sales and other transfers, please visit [Polaris](#). The [Register of Deeds](#) records, indexes, and stores all real estate related documents that are presented for registration.

No data to display

VALUE CHANGES

The value change history shows only changes in appraised value; it does not show exemptions, exclusions or deferrals that could reduce a property's taxable value. If any of these are in effect for a particular tax year, it will be shown on the property tax bill for that year. It is also possible that some previous value changes might be missing from this list or listed in the wrong order. If you have any questions, please call the County Assessor's Office at 704-336-7600.

DATE OF VALUE CHANGE	EFFECTIVE FOR TAX YEAR	REASON FOR CHANGE	NEW VALUE
01/14/2019	2019	COUNTYWIDE REVALUATION	\$334,400
04/15/2014	2011	REVALUATION REVIEW - PEARSON	\$268,800
02/04/2011	2011	COUNTYWIDE REVALUATION	\$268,800
01/02/2003	2003	COUNTYWIDE REVALUATION	\$232,100

PERMITS

For information on building, electrical, mechanical or plumbing permits issued for this property in the last six years, please visit Mecklenburg County Code Enforcement's [searchable permit site](#).



Disclaimer

Mecklenburg County makes every effort to produce the most accurate information possible. **No warranties, expressed or implied, are provided for the data herein, its use or interpretation.**



October 11, 2021

Exhibit 4- Administrative Waiver

RE: Administrative Waiver for 14903 Billingshurst Ct, Huntersville, NC 28078

Traci Belk,

The property located within the Town of Huntersville at 14903 Billingshurst Ct, identified by Mecklenburg County Tax Parcel #00918407, is hereby issued an Administrative Waiver in respect to the allowed width of the extension of a subordinate structure.

An Administrative Waiver can be granted for the 22' deck width, as the standards of Article 11.3.3, *Standards for Granting an Administrative Waiver*, of the Zoning Ordinance are met.

Article 11.3.3 states: "*an Administrative Waiver of minor deviation from measurable and quantifiable standards of the Town of Huntersville Zoning Ordinance may be granted subject to the following limitations*":

- 1) "*The standards for which the waiver can be granted must be a quantifiable and/or measurable standard set forth in the ordinance.*" The minimum rear setback is recorded on the final plat (Map Book 24, Page 159) as being 35' in length from the rear property line. Per the attached private survey, dated September 13, 2021, the width of the existing deck is 22' and the width of the dwelling at the rear building line is 43' 2". Per Article 8.8.9, extensions of subordinate structures may not exceed 50% of the width of the dwelling at the rear building line. Therefore, the allowed width of the existing deck is 21.58'.
- 2) Such waiver may only be granted, "*after the requesting party has demonstrated that such minor deviation was a result of an unintended error or unique conditions of the property, does not and will not violate the spirit and harmony of the ordinance, and does not and will not adversely affect the rights of other property owners in any material manner.*" According to Traci Belk representing Open Door, the minor deviation has been present on the property for thirty years and was not a result of any willful action of any prior or current homeowner. The minor deviation would not substantially affect the rights of other property owners in any material matter.
- 3) "*The minor administrative waiver may not deviate by more than three percent (3%) any of the standards for which the waiver is given.*" The minimum rear setback is recorded on the final plat (Map Book 24, Page 159) as 35' in length from the rear property line. Per Article 11.3.3, a waiver may

Planning

Post Office Box 664 • 105 Gilead Road, Third Floor • Huntersville, NC 28070
phone 704.875.7000 • fax 704.992.5528 • www.huntersville.org

not deviate by more than 3%. Based on the private survey, the existing deck is 22' in width, which is a 1.95% deviation from the 21.58' allowed width of the existing deck.

Please keep this letter for your files and contact me if you have any additional questions regarding this issue.

Sincerely,

A handwritten signature in black ink, reading "Kayleigh Mielenz". The signature is fluid and cursive, with the first name "Kayleigh" written in a larger, more prominent script than the last name "Mielenz".

Kayleigh Mielenz
Town of Huntersville
Planner I
Email: KMielenz@huntersville.org
Office: (704) 766-2262

NOTES:

- * PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED RIGHTS OF WAYS OR EASEMENTS NOT OBSERVED
- * OWNER TO VERIFY ALL SETBACKS AND ZONING REGULATIONS PRIOR TO ANY PLANNING OR CONSTRUCTION.
- * DIMENSIONS OF ALL IMPROVEMENTS SHOWN ON THIS PLAT SHOULD NOT BE SCALED OR RELIED UPON FOR DESIGN OR CONSTRUCTION WITHOUT A FIELD VERIFICATION OF ALL DIMENSIONS.
- * DIGITAL COPIES OF THIS FILE ARE FOR REFERENCE ONLY AND MAY NOT BE USED FOR DESIGN WORK.
- * PROPERTY CORNER MARKERS ARE FOUND CORNERS UNLESS OTHERWISE NOTED AS "SET".
- * THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD PLAIN, ACCORDING TO THE CURRENT FIRM MAP.

Curve	Radius	Length	Chord	Chord Bear.
C1	45.00'	42.50'	40.94'	N 84°26'27" E

LEGEND

- R\W

E\P

C\L

PDE

SSE
- RIGHT-OF-WAY

EDGE OF PAVEMENT

CENTERLINE

PUBLIC DRAINAGE EASEMENT

SANITARY SEWER EASEMENT

UTILITY POLE

LIGHT POLE

OVERHEAD UTILITY LINE

FENCE

R\W LINE

BOUNDARY LINE

PHYSICAL SURVEY
FOR

JARED & ASHLEY
JEAN MEDFORD

14903 BILLINGHURST CT. - HUNTERSVILLE, NC
LOT #7, OXFORDSHIRE AT WYNFIELD

HUNTERSVILLE TOWNSHIP, MECKLENBURG COUNTY, NC
SCALE: 1" = 30'

DEDMON SURVEYS

CHUCK POOVEY, PLS #3762
ROBERT DEDMON, PLS #3899
3704 NC HIGHWAY #16 NORTH
P.O. BOX 494 - DENVER, NC 28037
PHONE: 704/483/4908
LICENSE NO. C-0453
WWW.DEDMONSURVEYS.COM

I, ROBERT J. DEDMON, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED 35998-211) (PLAT 24-159); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN DB____; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS GREATER THAN 1:10,000'; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600).

DATE: SEPTEMBER 13, 2021

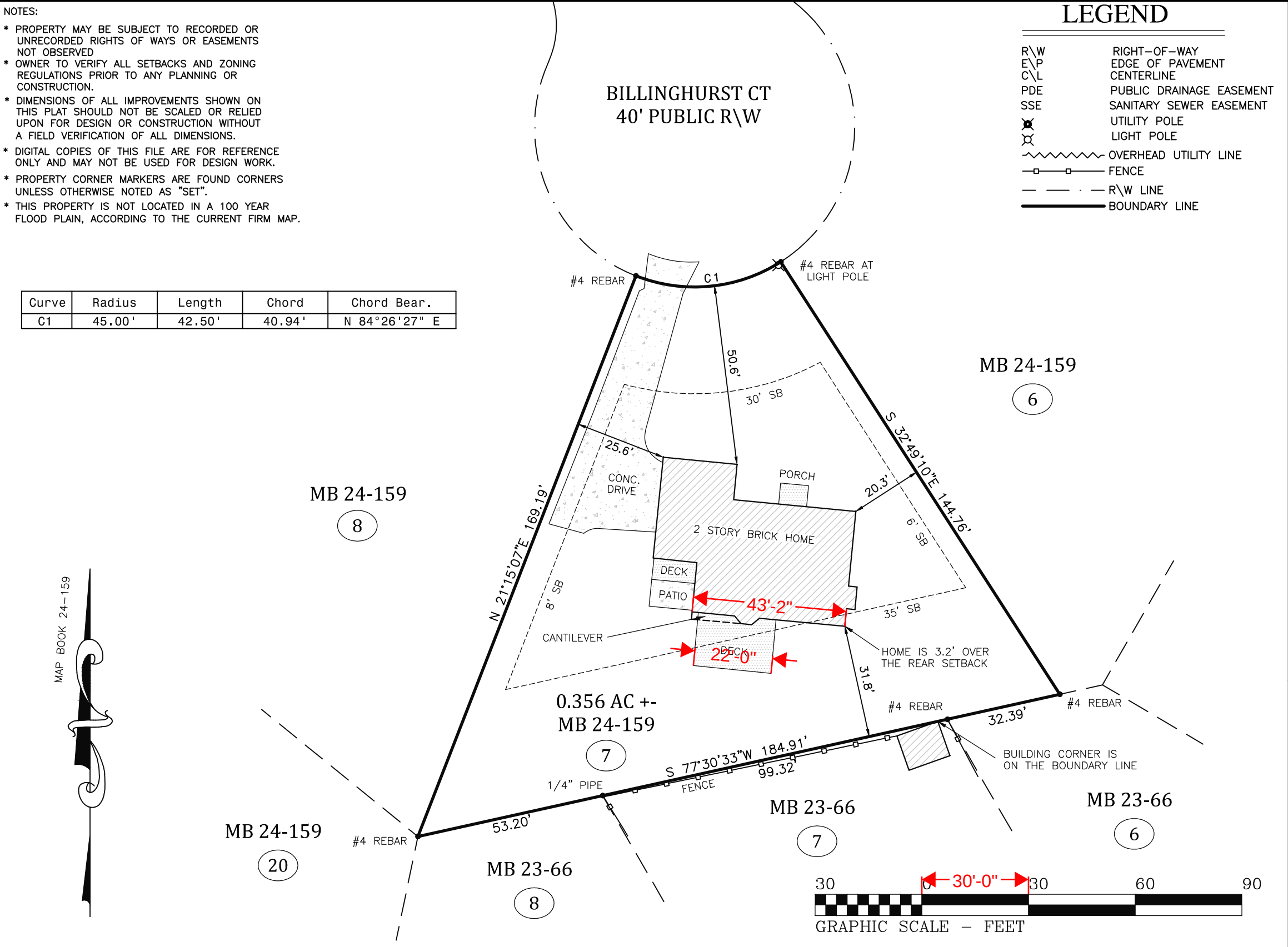
PROFESSIONAL LAND SURVEYOR

SURV. BY: MP

DRAWN: RD

JOB# MPBHC7

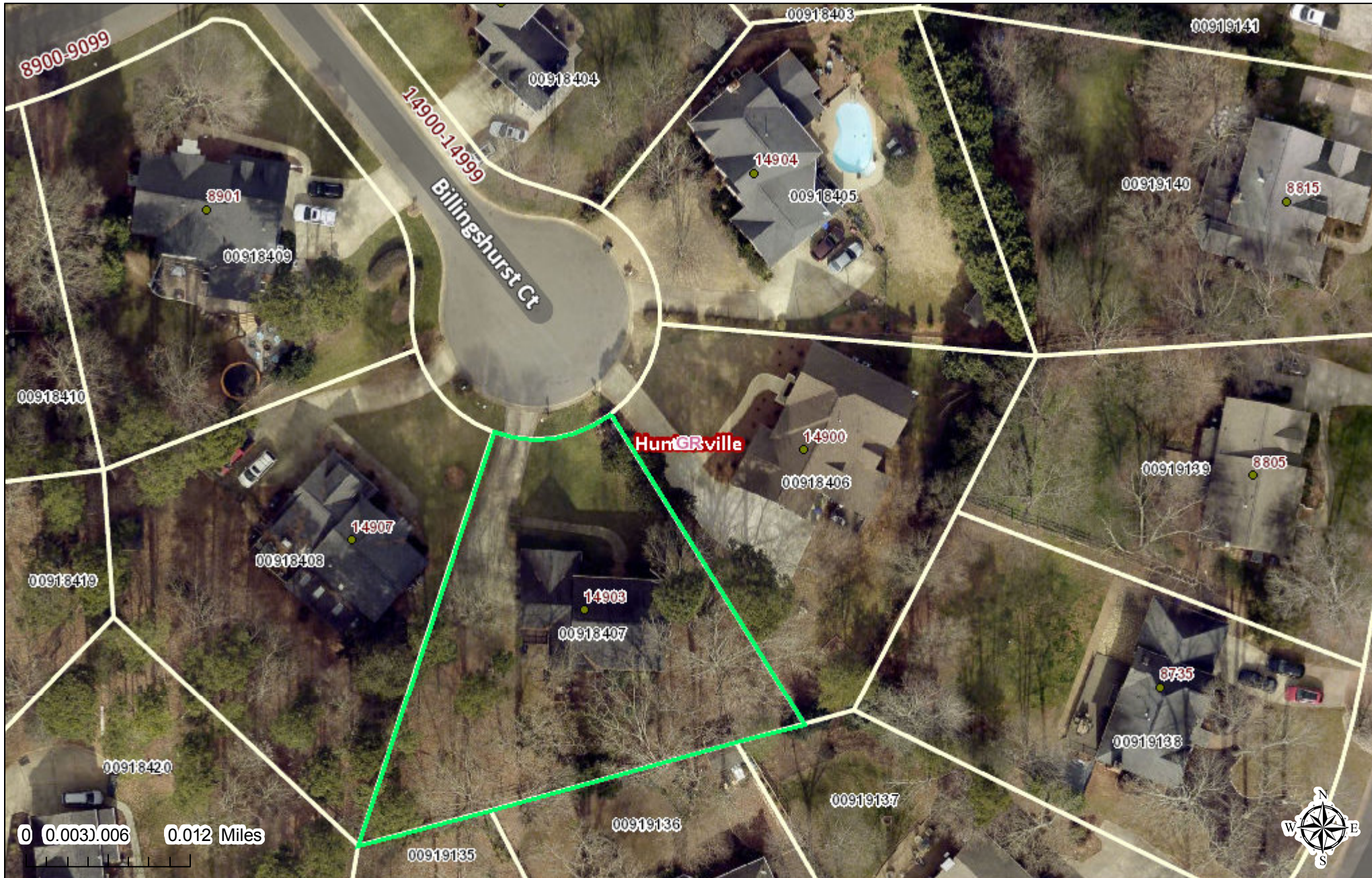
VICINITY MAP



Polaris 3G Map – Mecklenburg County, North Carolina

Exhibit 5- Aerial Map

Date Printed: 10/27/2021 8:53:17 AM



This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.