CALL TO ORDER – 6:00 PM (or after all of the joint public hearings have been held with the City Council)

Introduction by Chairman: The Sanford Planning Board is an advisory council on matters relating to land development and long range planning and provides recommendations to the Sanford City Council. All information relevant to each case should have been presented during the public hearing. The Planning Board may ask for clarification of information received during the public hearing, but may not receive new information. Recommendations made this evening will be presented to the Council for consideration on February 5, 2019 and action may or may not be taken at that time per the discretion of the Council.

A. APPROVAL OF AGENDA
B. APPROVAL OF MINUTES (December 18, 2018)
C. DISCLOSURE OF CONFLICT OF INTEREST
D. OLD BUSINESS (None)
E. NEW BUSINESS
   PUBLIC HEARINGS WITH THE SANFORD CITY COUNCIL TO CONSIDER AN AMENDMENT TO THE CITY OF SANFORD ZONING MAP – Items 1 and 2

1. REZONING APPLICATION
   Application by Terry Slate to rezone three vacant tracts of land totaling 168 ± acres with frontage/access off of Boone Trail Road/US Hwy 421, Forestwood Park Road (SR 1384), and Valley Road (SR 1325) from RR, Residential Restricted to Stone Brook Conditional Mixed Use-PUD Conditional Zoning District to allow the development of a 390 lot residential subdivision with a future townhome area and a future mixed use area. The subject property is identified as Tax Parcels 9634-14-7642-00, 9634-04-4681-00, and 9624-96-0209-00 as depicted on Lee County Tax Maps 9634.03, 9634.01, 9624.02, and 9624.04. This rezoning request is conditional upon the subject property being annexed into the corporate City limits, for which the public hearing will also be held on January 15, 2019.

2. REZONING APPLICATION
   Application by Harrington Properties of NC, LLC to rezone one vacant 2.7 ± acre tract of land off of Golf Course Road from R-20, Residential Single-Family to R-6-C, Residential Mixed Conditional Zoning District for the purpose of developing a 10 lot residential single-family home subdivision with an additional lot dedicated for open space. The subject property is identified as Tax Parcel 9644-71-3681-00 as depicted on Lee County Tax Map 9644.04.

3. PRELIMINARY SUBDIVISION PLAT (No public hearing required)
   Preliminary plat labeled “Golf Course Road Subdivision” for a new for the purpose of developing a 10 lot residential single-family home subdivision with an additional lot dedicated for open space. The recommendation for this preliminary plat is subject to the Planning Board taking action on the rezoning request associated with this subdivision (item 2) and subject to the Sanford City Council approving the rezoning request associated with this subdivision.

F. OTHER BUSINESS
G. REPORTS
   1. Actions by City Council
H. ADJOURNMENT

*** LARGE MAPS/PLATS AND SUPPLEMENTAL INFORMATION PROVIDED BY THE APPLICANT FOR ITEM NUMBER 1 INSERTED AT BACK OF AGENDA ***
The City of Sanford Planning Board met in regular session at the Sanford Municipal Center, 225 E. Weatherspoon Street, in the West End Assembly Room on Tuesday, December 18, 2018. The meeting was called to order at 6:00 PM.

ROLL CALL

Members Present:  Fred McIver, Chair
Dick Poletti
Tom Joyner
Richard Oldham
Robert Smith
Ed Ashburn, Alternate
Jane Smith, Alternate

Members Absent:  Ken Britton, Vice-Chair

Staff Present:  Clerk to the Board Angela Baker; and Amy McNeill, Zoning Administrator

MEETING CALLED TO ORDER

Having noted the presence of a quorum, Chair McIver called the meeting to order.

APPROVAL/DISAPPROVAL OF AGENDA

Chair McIver entertained a motion to approve the agenda. Moved by Board member Joyner, and seconded by Board Member Jane Smith, and the motion carried unanimously.

APPROVAL OF MINUTES

Chair McIver entertained a motion to approve the minutes. Board member Oldham made a motion to approve the minutes of November 20, 2018, seconded by Board member Ashburn, and carried unanimously.

DISCLOSURE OF CONFLICTS OF INTEREST

Chair McIver asked each Board member to disclose any conflicts of interest in the cases to be presented. There were none.
NEW BUSINESS:

CONSIDERATION OF A PRELIMINARY PLAT

1. Revised preliminary plat labeled “Nottingham Subdivision, Phase V” for a new 49 lot phase of an existing residential subdivision located off of Crusaders Drive within the City of Sanford’s corporate City limits that is proposed to be served by public water, sewer and streets. This phase was originally approved in May / June 2018; however, the discovery of more rock on site than initially anticipated once grading was started cause the developer to redesign the site to better accommodate the existing conditions and to avoid adding significant costs to the project. Both the original design and the revised design are provided for your reference.

DECISION

Board member Jane Smith made a motion to recommend to the Sanford City Council to approve the Preliminary Plat, seconded by Board member Robert Smith; the motion carried unanimously.

REPORTS

Amy McNeill gave an update of approvals by City Council.

ADJOURNMENT

With no further business to come before the Board, Board member Joyner made a motion to adjourn. Seconded by Board member Robert Smith, the motion carried, and the meeting was adjourned at 7:00 P.M.

Adopted this ________________ day of ____________________, ____________.

BY: ________________________________
   Fred McIver, Chairman

ATTEST:

______________________________
Angela M. Baker, Clerk
$750 FEE
($750 Total Conditional Rezoning Fee,
No Standard Rezoning Fee Included with this Request.)

Supplemental Application for Conditional Zoning District
(To be submitted with an Application for Zoning Amendment)
Circle Jurisdiction That Applies:

City of Sanford  Lee County  Town of Broadway

1. Type of Conditional Zoning District (Type 1 or Type 2): Type 1

2. Describe in detail the use(s) requested as part of the Conditional Zoning District (use separate sheet if necessary):
   - 168 acres total
   - Approximately 400 single-family lots: 68.7 acres
   - Reserved for approximately 60 Townhomes: 8.6 acres
   - Reserved mixed use to include: Professional / Commercial, High Density Residential: 26 Acres
   - Public Land Donation to City of Sanford: 7.3 acres
     - Possible uses may include fire department, community center, etc.
   - Open Space/ Parks / Public Areas: 31.5 acres
     - Including: dog parks, playgrounds, public meeting areas, passive recreation, nature trails, etc.
   - Roads and Right of Way: 25.8 acres

3. Describe in detail any additional conditions of development proposed as part of the Conditional Zoning District. Such conditions should include (as applicable):
   - The location on the property of the proposed use(s);
   - The number of dwelling units;
   - The location and extent of supporting facilities such as parking lots, driveways, and access streets;
   - The location and extent of all landscaping areas, buffer areas and other special purpose areas
   - The timing of development;
   - The location and extent of rights-of-way and other areas to be dedicated for public purposes;
   - Details on architectural features and scale of proposed structures; and
   - The location and extent of any pedestrian elements (sidewalks, trails, etc.).

   Conditions may be listed on additional, separate sheets if necessary. Additionally, a scaled site plan shall be submitted illustrating all conditions as described in the text.

   • Location: Valley Road and Boone Trail Road (see attached site plan)
   • Number of single-family dwelling units: Approximately 400 (see attached site plan)
   • Approximate timing of development: phase 1 to begin 4th quarter 2018, phase 2 to begin 4th quarter 2019, phase 3 to begin 1st quarter 2021
   • For a list of proposed zoning conditions, see attached sheets.

4. Signature(s) of Applicant (and Property Owners if different from Applicant).

   I hereby acknowledge that by submitting this Conditional Zoning application, I am voluntarily requesting that restrictions on the use of land and/or zoning conditions of development be placed upon the subject property as included in this petition. An application fee in the amount of $750.00 (see Fee Schedule), payable to The City of Sanford is required before processing the application. The application submission deadline is the second Friday of the month. The petition will be heard the following month at the scheduled public hearing.

   ___________________________  ___________________________
   ___________________________  ___________________________
   Terry Slate  12-10-2018

Signature (Sign & Print)  Date
Proposed Categorized Zoning Conditions
Stone Brook Conditional Use

Stipulations Specific to the Single-Family Development

1. Lot Sizes (Single-Family Dwellings): The minimum lot sizes shall be 6,500 square feet.
2. Lot Widths: The minimum lot widths shall be fifty feet (50’).

Stipulations Specific to the Homeowner’s Association

3. Homeowner’s Association: All owners of developable lots shall immediately become members of the Homeowner’s Association.
4. Homeowner’s Association: A Declaration of Covenants, Conditions, and Restrictions and bylaws for the Homeowner’s Association shall be reviewed, approved, and recorded with the Phase I final plat.
5. Homeowner’s Association: Homeowner’s Association shall be professionally managed and shall be in place to enforce and abate all community association covenants, conditions, and restrictions.
6. Homeowner’s Association: Homeowner’s Association shall be responsible for the maintenance and upkeep of all open space and improvements built throughout the development, including the maintenance and upkeep of all drainage easements and Detention/Retention/Water Quality Pond Areas.

Stipulations Relating to Setbacks

7. Setbacks (Residential Buildings): Setbacks shall be measured from the lot line to the building wall. Building eaves, at-grade patios, and at-grade stoops shall be allowed in the setback area. Decks, porches or other building extensions shall not be permitted in the setback area. The minimum setbacks from the lot lines to the buildings for each residential use type shall be as follows:

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<th>Land Use Type</th>
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8. Setbacks (Perimeter): All principal dwelling units and accessory structures shall be setback 30’ from the subdivision perimeter.

Stipulations Relating to Recreation Amenities

9. Recreation Amenities: All recreation amenities in common open space shall be detailed on a site plan to show the location and proposed use of all open spaces and recreation areas.
10. Recreation Amenities: Parking areas shall be provided adjacent to major community recreation areas.
11. Recreation Amenities: Designated school bus stop areas shall be provided.

Stipulations Relating to Infrastructure

12. Infrastructure: Sidewalks shall be provided along each side of all roads.
Stipulations Relating to Landscaping/Buffers

13. **Open Space:** All lands within areas required to be maintained as open space by the Homeowner’s Association shall be protected by a permanent conservation easement and restrictive covenant, prohibiting further development, and recorded upon final plat approval as “Open Space”.

14. **Lot Tree Requirement:** One tree shall be planted in the front yard of each single-family home with a minimum caliper of two (2”) at time of planting. Corner lots shall have two trees planted.

15. **Lot Sod Requirement:** All homes shall be sodded from the curb to the back corner of the home.

16. **Lot Shrub Requirement:** At least ten (10) shrubs shall be planted for each home, minimum one (1) gallon in size.

Stipulations Relating to Single-Family Homes

17. **Housing Square Footage:** The minimum heated square footage shall be 1,440 square feet.

18. **Building Materials:** Veneer between the bottom of windows and the ground shall be stone or brick on the front of all homes.

19. **Elevations:** Multiple elevations shall be available, with a minimum of three (3) homes separating repetition.

20. **Colors:** Multiple exterior color combinations with a minimum of three (3) homes separating repetition.

21. **Siding:** Vinyl siding shall be Alside Conquest & Driftwood (.040” thick, double 4.5” exposure Dutch lap), installed per manufacturer’s instructions, carrying a lifetime transferable warranty.

22. **Siding:** Gables shall have Board-and-Batten or Shake siding.

23. **Windows:** Windows shall have grids on the front of all homes, and shall be double-pain, argon filled windows.

24. **Garage:** All homes shall have a two (2) car garage.

25. **Garage:** Garage doors shall have raised paneling with carriage style hinges and handles.

26. **Driveways:** All homes shall have concrete driveways accommodating two cars in width from curb to garage.

27. **Roof:** Minimum roof pitch on all homes shall be 6/12.

28. **Roof:** Attic turbines shall not extend higher than the roof peak and no more than 12” above the roof surface.

Stipulations Relating to Community Appearance

29. **Recreational Equipment:** Hot tubs may not be visible from the street.

30. **Recreational Equipment:** All play equipment on private lots shall be located behind the home and cannot be located in the side or front yard.

31. **Recreational Equipment:** Basketball goals are prohibited from being mounted directly on the house. Goals are not to be placed so basketball is played in the street.

32. **Recreational Equipment:** Above-ground pools shall not be permitted.

33. **Trash:** All homes shall have a screened trash receptacle area.

34. **Trash:** Trash receptacles must be stored in screened trash receptacle areas except the night before trash pick-up day and trash pick-up day.

35. **Driveways:** Gravel drives and parking areas will not be permitted.

36. **Parking:** Parking of vehicles on lawns or common areas shall be prohibited.
37. **Parking:** The parking of commercial trucks, buses, or other commercial vehicles of any kind on the street shall be prohibited.

38. **Fences:** Fence materials shall either be pressure treated wood, black aluminum, wrought iron, or vinyl. Wire, plastic, and chain-link fences (including dog enclosures) shall be permitted.

39. **Fences:** Fences must be maintained and kept in good repair.

40. **Storage:** Storage sheds must be sided with siding materials similar in color and composition of the principal structure. Roofs must have a similar pitch, materials, and color as that of the home.

41. **Decks:** Decks shall be built on the rear of homes and not extend past the side of the home. Front and side decks are not permitted. Deck materials to be used shall be specific to patio and/or deck designs.

42. **Windows:** Window unit air conditions are prohibited.

43. **Windows:** Windows shall not be dressed with inappropriate dressing materials (sheets, newspapers, blankets, etc.)

44. **Finishes:** Paints and stains must be maintained in uniform and good repair.

45. **Yards:** Lawns must be well kept with uniform ground coverage.

46. **Yards:** Doghouses shall not be visible from the street.

47. **Yards:** Clotheslines shall not be erected or maintained on any lot.

48. **Yards:** Vegetable gardens shall only be permitted in rear yards.

49. **Yards:** Lawn furniture, barbecue equipment, toys, bikes, trampolines, etc., must be kept in good repair and stored within the rear yard when not in use.

**Stipulations Relating to Environment**

50. **Environmentally Sensitive Areas:** No unauthorized disturbances of environmentally sensitive areas as defined by U.S. Army Corps of Engineers, NCDEQ, Lee County, and the City of Sanford Planning Department.

**Stipulations Relating to Mailbox Kiosk**

51. **Mailbox Kiosk:** Mail Kiosks shall be installed and in accordance to the United States Post Office standards.

52. **Mailbox Kiosk:** There shall be a minimum of one (1) mailbox kiosk installed for the development. Location(s) of kiosk(s) shall be approved by the United States Post Office.

**Stipulations Relating to Fire Code and Blasting**

53. **Fire Code:** Development must comply with the 2012 NC Fire Prevention Code or current edition adopted for use by the City of Sanford. This includes, but is not limited to, the access roadway requirements, hydrant locations, and blasting.

54. **Blasting:** Blasting operations shall be conducted in accordance with the provisions of the NC Fire Prevention Code.
**Program Summary**

Total Lots Phase 1 = 166
Total Lots Phase 2 = 166
Total Lots Phase 3 = 166
Total = 498 Lots

Total Area = 168 acres
Phases 1, 2 & 3 Lots + Roads = 94.3 acres
Future Townhome site = 8.6 acres
Dedicated To City of Sanford = 7.3 acres
Open Space = 51.5 acres
Total Area (Phases 1, 2 & 3) = 142 acres
Percent Open Space = 22.3%
Remainder for Mixed Use = 16 acres

**Typical Lot Layout**

Minimum Lot Size = 6,500 s.f.

**Phasing Legend**

- Phase 1
- Phase 2
- Phase 3
- Phase 4

**Illustrative Site Plan**

**Stone Brook Subdivision**
Sanford, North Carolina
Plan Enlargements

Stone Brook Subdivision
Sanford, North Carolina

Community Area
1.7 acres

Multi-age Regional Park
3.1 acres

Bohler Engineering
Stone Brook
Subdivision
Sample Elevations
KIAWAH
Stone Brook

HOMEOWNERS ASSOCIATION

ARCHITECTURAL GUIDELINES
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TOP TEN LIST

The following are some of the most important items to remember to maintain and enhance our property values in Stone Brook Community. Additionally, this list will help assist you in planning any exterior changes to your property. Please remember all exterior changes/improvements must be approved in writing prior to any changes being made.

Fences
- Please remember to get written approval prior to any installation or changes. Please see specifics on page 13.

Signage
- No signs are permitted in windows, with the exception of alarm and pet signs. Signs expressing support of or opposition to political candidates are allowed per constraints outlined in Community Covenants. Homemade signs in yards are prohibited.

Dog Waste
- Maintenance of the yard to keep it free from offensive odors is required.
- Please note all homeowners are required to pickup after their pets. Please be courteous!

Garbage Cans
- Trash storage needs to be screened from the road. Please see specifics regarding screening on page 12.

Toys/Basketball Goals/Play Equipment
- No items (toys, bikes, garden equipment, trash containers, chairs, wood, recycling bins, etc.) may be left in front or side yards or on porches when not in use.
- Basketball goals need to be erect at all times.

Parking
- Parking is prohibited on the grass or the medians.
- Street parking is discouraged. If you have space in your driveway please move your cars off the street.
- Parking over the sidewalk is prohibited per City Ordinance, including sidewalks that go through driveways.

Satellite Dishes
- Satellite dishes, no more than one meter (45") in diameter, with hidden cable.
- Preferred placement of the dish is on the rear roof. If placement is necessary on the side of the yard, screening with plant material and/or painting the dish to match the background is required.
- Dishes placed in the front yard are prohibited, unless written architectural approval is received.

Mailboxes and Posts
- Must be repainted or replaced with the same type used in Stone Brook.

Yard Maintenance
- Grass should be kept no more than 6" high. Edging and pruning should be done on a regular basis. Driveway and sidewalk cracks should be kept clear of grass and weeds. The designated lawn area should be fully covered with grass. Any brown or bare patches should be repaired during the spring or fall seeding season. See additional City requirements on page 15.

Boats, Trailers, etc.
- Recreational vehicles, watercrafts, boats, trailer, campers, etc. may only be parked in an enclosed garage. Otherwise, none of the aforementioned may be stored on the Property.

Basketball Court/Sport Courts
- No concrete or similar sport court is allowed.

Garage Doors
- All garage doors should be kept in the closed position unless it is in use.
INTRODUCTION

In a planned community such as Stone Brook, the question naturally arises as how to maintain a harmonious, quality development as the community matures. The following guidelines attempt to provide a meeting ground between private interests and the broader interest of the community.

The Declaration of Covenants runs with the land and is binding with all homeowners and should be fully understood. Please retain these additional Guidelines as part of your permanent papers. You should make these Guidelines available to any renters of your home. In the event you need additional copies of this document or The Declaration of Covenants for the community, please contact the management company.

The fact that each homeowner is subject to these Covenants should assure all homeowners that the standards of design quality shall be maintained, enhancing the community's overall environment and protecting property values.

The rules, responsibilities and procedures outlined in these Guidelines have been approved by the Board of Directors (BOD), in compliance with the community's Declaration of Covenants.

The intent of these guidelines are:

- To insure quiet enjoyment for the residents;
- To minimize problems and expenses for the association;
- And to provide for the architectural integrity of the neighborhood.

The cooperation of each owner will be mutually beneficial.
ARCHITECTURAL REVIEW COMMITTEE (ARC)

The Declarations establish an Architectural Review Committee, from now on referred to as the ARC, to be comprised of three (3) to five (5) representatives to rule on architectural submittals. The ARC is charged with conducting the review of all applications for exterior changes and with rendering a decision to the applicant within 45 days. The ARC will respond in writing with either an approval, approval with conditions, disapproval or a request for more information on the project. More information may be required for the ARC to make an informed decision. It is the Homeowner’s responsibility to provide that information in a timely manner. If the ARC fails to render a decision (after receiving all required information) in the allotted 45 days, the approval will not be required and the application will be considered to have been approved.

The ARC may from time to time publish and promulgate architectural standard bulletins, which shall be fair, reasonable, and uniformly applied. The ARC shall be responsive to technological advances or general changes in architectural designs and materials and related conditions in future years and use its best efforts to balance the equities between matters of taste and design (on the one hand) and use of private property (on the other hand). Such bulletins shall supplement the Declaration and are incorporated herein by reference.
THE ARCHITECTURAL REVIEW COMMITTEE PROCESS

The Declaration of Covenants requires prior written approval for any improvements to an owner’s lot. Therefore, do not commit labor or materials until you have received written approval.

1. Owner submits to the Architectural Review Committee, in care of the management firm, an Application for Architectural Improvement. Please note the Architectural Review Committee has thirty (45) days to review the application. Should nothing be received within 45 days, please call to follow up. Occasionally items get lost in the mail and the review period does not start until Community Association’s management company receives the completed application. Complete applications will be considered on individual merit, using these documented standards as a basis for decision-making.

**Out of courtesy, we request you inform your neighbors of your proposed improvement(s).**

**Note:** when attaching to a neighbor’s fence, written approval must be obtained from the neighbor.

2. The application, noted with the date of receipt by the manager, is turned over to the Architectural Review Committee within two working days, provided all information necessary for review is received. (Management will make a cursory review of the application and request of owner any additional information needed. The committee may still require additional information, as detailed in 4d, below. The 45-day timetable begins when the application is complete and appropriate for review.)

3. The committee will act on the application within 45 calendar days from receipt. In most cases the owner will receive a response within three weeks.

4. The committee’s decision will be noted on the application. The owner will be notified by management of all final decisions, either:
   a. **APPROVAL:** The application is approved as submitted.
   b. **APPROVAL WITH CONDITIONS:** The overall proposal is accepted, but with certain specified changes, limitations, or requirements that must be followed.
   c. **DISAPPROVAL:** The application is denied. The owner can appeal to the Architectural Review Committee within 15 business days. Further escalation may require the involvement of the Board of Directors. (see Appeal Process section for more details)
   d. **ADDITIONAL INFORMATION REQUIRED:** The Committee has determined that additional information is needed for appropriate review of the application. In this case, the entire process begins again once management receives the information. The owner should follow the same submission procedure. The Architectural Review Committee will act swiftly on all re-submissions.

5. **Architectural Review Committee inspection:** The Architectural Review Committee reserves the right to visit your lot and inspect the improvement. This will be done for two specific reasons:
   a. to ensure that the application details were followed and to note problems encountered which might help other residents on similar projects; and
   b. to learn any “pointers” that other residents may employ in more easily completing an improvement project.

6. Once work has begun on an improvement, it must be completed within 90 days. Applications are valid for 1 year from the date of approval.

**Please note:** Many design changes require a permit and the City and/or County may not issue a permit without the written approval of the ARC. Please plan in advance. **THE ARC HAS 45 DAYS TO REVIEW ALL REQUESTS, AFTER ALL THE APPROPRIATE INFORMATION IS SUBMITTED.** It is strongly suggested that the City and/or County be contacted to determine what permits or approvals are required from a City/County Ordinance. Architectural Review Committee approval does not substitute for approval by the City. It is the homeowner’s responsibility to acquire appropriate approvals, permits, etc. from the City.

PHONE 919.847.4503 / FAX 919.848.1548 / http://www.charlestonmanagement.com
REVIEW CRITERIA

The ARC evaluates each application on the individual merits of the application and the standards listed below:

Validity of Concept - The basic idea of the exterior change must be sound and appropriate to its surroundings.

Landscape and Environment - The exterior change must not unnecessarily destroy the natural landscape or the achieved man-made environment.

Relationship of Structures and Adjoining Property - The proposed change should relate harmoniously among its surroundings and to existing buildings and terrain that have a visual relationship to the change.

Protection of Neighbors - The interest of neighboring owners should be protected by making provisions for such matters as surface water drainage, sound and sight buffers, preservation of views, light and air, and other aspects of design, which may have substantial effects on neighboring property. For example, fences may obstruct views, breezes or access to neighboring property. The ARC should consider the various and appropriate criteria and exercise discretion in determining which of these criteria will be governing in each specific application.

Design Compatibility - The proposed change must be compatible with the design characteristics of the applicant's home and the general neighborhood setting. Compatibility is defined as harmony in style, scale, materials, color and construction details.

a. Scale: The three-dimensional size of the proposed change must relate satisfactorily to adjacent structures and their surroundings.

b. Materials: Continuity is established by use of the same or compatible materials as used in the existing home. Siding materials and shingles must match existing structure.

c. Color: Color may be used to soften or intensify visual impact.

Workmanship - The quality of work must be equal to or exceed that of any existing structure. Poor practices may cause the owner problems and may be visually objectionable to others. For example, a wooden fence not properly treated and maintained may in a short period start to decay and become unsightly to the owner and neighboring property owners.
APPEAL PROCEDURE

If the applicant disagrees with the decision of the Committee in its review or inspection, the process is noted for an appeal:

1. Within 15 business days after receipt of a notice of disapproval, the homeowner must file a written appeal with the Architectural Review Committee at the address of contact for the community.

2. Upon receipt of the appeal, the ARC may contact the homeowner and schedule a review of any further information relating to the request and appeal.

3. Should the ARC determine that the disapproval remain, the homeowner may request (within 7 days) that the appeal be forwarded to the Board of Directors. It is the responsibility of the ARC to forward any correspondence and pertinent information to the BOD at this time.

4. The Board of Directors shall then establish the date and the time that the appeal will be heard. Normally, this will be made at the next scheduled Board meeting. To reverse an Architectural Review Committee decision, requires a majority vote of the BOD.

5. No work may progress during this appeal process time period.
VIOLATIONS AND PENALTIES

An exterior change made without the required approval of the ARC constitutes a violation of the Declaration of Covenants and Community Guidelines. **A violation may require removal or modification of the work at the expense of the property owner.**

When a violation is determined to have occurred, the following steps shall be taken:

1. The ARC will investigate any reported violation and attempt to bring the owner into compliance. Homeowners will be notified in writing of the violation and are expected to bring the violation into compliance within thirty (45) days.

2. Should the owner fail to act upon the recommendations for corrections, the Committee shall submit the matter to the Board of Directors.

3. The homeowner shall be invited to a hearing with the BOD where the homeowner will have opportunity to be heard and present evidence. Failure to appear shall result in a fine beginning to accrue on the day after the scheduled hearing date. Of course, if the violation were brought back into compliance prior to the hearing, no hearing would be necessary.

4. After the hearing, the BOD shall respond to the homeowner with a decision in writing within five (5) days. Any penalties or costs relating to the violation (and the date from which the accrual shall begin) shall be noted in the letter from the BOD.

**Fines:** Fines will be levied on a daily basis of $50 per day, per violation, until the violation is rectified. The North Carolina Community Act passed in January of 1999, allows planned residential communities the ability to uphold standards that will protect and insure homeowners of maintained property values, with regard to holding all property owners accountable for abiding by the existing covenants.

**Fees:** A violation may also result in payment of damages incurred by the Association in having the work removed or modified, as well as a fine assessed by the Association. Attorneys’ fees, court costs, site assessment will all be incorporated into the fine process.

**Please remember Owner’s are responsible for their renters.**
EXPLANATION OF STANDARDS

The Standards that follow are the procedures and guidelines applied by the ARC to assist the Association and its members in the design review process. It is hoped that these Standards will serve as a positive tool to assist in the full and free use of each homeowner's property in a manner that is consistent with the aesthetic and harmonious development to the community.

There are three major categories of items for specific home improvement guidelines:

BLANKET APPROVALS
COMMON IMPROVEMENTS
APPEARANCE STANDARDS

These three are very important to you because they identify which improvements are permitted and how approvals can be secured. Items not specifically mentioned here require approval.
BLANKET APPROVALS

Items in this category do not require approval, provided the guidelines mentioned are followed.

- Plants, shrubs and flowers planted within three feet of the front of your house, not to grow higher than the lowest portion of the windows.

- Bedding borders, if constructed of common landscaping borders not to exceed 8 inches in height.

- Plantings of flowers and shrubs around trees or mailbox.

- Mailboxes and posts, if repainted or replaced in original colors.

- Low voltage lighting.

- Hose caddies affixed to the home or enclosed in appropriate container.

- Outside seasonal decorations, displayed up to five (5) weeks prior to and three (3) week after the holiday season.

- Vegetable gardening in rear yards, provided they are not noticeable from the street, do not exceed allowed fence heights or grow through to the neighbor’s yard.

- Removal of trees that are less that six inches (6”) in diameter and less than four feet (4’) above the ground. All other trees must have the approval of the ARC and possible neighbors signatures. Any dead tree may be removed without approval.

- Lawn furniture, barbecue equipment, toys, bikes, trampolines, etc., if kept in good repair. These must be stored within the rear area when not in use.

- Attic turbines, if they are mounted on the rear of the house roof, extend no higher than the roof peak, and are no more than 12” above the roof surface.

- Satellite Dishes
  - No more than one meter (45") in diameter, with hidden cable.
  - Preferred placement of the dish is on the rear roof. If placement is necessary on the side of the yard, screening with plant material and/or painting the dish to match the background is required.
  - Dishes placed on poles in the front yard are prohibited, unless written architectural approval is received.

- Front Storm Doors
  - White or the same color as your existing trim;
  - Of the “full view” design;
  - Of anodized aluminum (including baked-on enamel);
  - Unadorned.

- Back Storm Doors
  - White or the same color as existing trim;
  - Of anodized aluminum (including baked-on enamel).

- Exterior Painting / Maintenance
  - Provided that material and color remains the same, no approval is required for standard maintenance of the house exterior.
- **Hot Tubs**
  - Hot tubs may not be visible from the street;
  - Must meet all City, County, and State requirements (enclosed, fencing, plumbing, electricity, etc.).

- **Play Equipment / Treehouses**
  - All play equipment should be located in the rear of the house, not the side, front yard or porches.
  - Play equipment must be located at least 3 feet from property lines;
  - Treehouses are prohibited.

- **Basketball Goals**
  - Basketball goals are to be placed on the rear third (toward the house) of the driveway or parking pad;
  - Goals should be mounted on a single pole with a backboard that is predominately white, clear or gray;
  - Basketball goals are prohibited from being mounted directly on the house;
  - Basketball goals may be cemented into the ground with ARC approval;
  - One goal per house;
  - It is required that player be courteous and not hinder a neighbor's property during normal play;
  - Goals are not to be placed so basketball is played in the street;
  - Moveable basketball goals are to be located on the driveway, away from the street end when not in use;
  - Basketball goals need to be erect at all times.

- **Trash Containers**
  **Unless it is the night before trash pick-up day or trash pick-up day trash containers need to be stored so they are not noticeable from the street; otherwise, they are in violation of the community guidelines.**
  Trash containers may be stored on the side of the home; however the cans still need to be screened from the street and preferably neighboring properties. Below is an example of an owner very tastefully screening their trash cans with vinyl fence that matches their home. This may also be done with a wood fence and/or plant material.
COMMON IMPROVEMENTS

Items in this category require approval. *An application must be submitted and meet these guidelines.* Approval is not necessarily limited to constraints listed here, but is much more likely to be given for:

**Grading**
- Major changes to the topography of a lot are required to be approved by the ARC prior to being started.
- Drainage and water flow patterns must be taken into consideration prior to the start of any grading.

**The Association, its Board of Directors, nor the Architectural Review Committee accepts any liability for any damage caused by such grading, whether or not the committee approved the request.**

**Exterior Color and Maintenance (Changes)**
- You must specify the new material and/or color you wish to use; include a color sample from the store.

**Drives and Parking Areas**
- Proposed changes in drives or parking pad additions must be submitted to the ARC;
- Gravel driveways or parking areas will not be permitted.

**Pools**
- No above-ground swimming pools shall be permitted in the Subdivision;
- Requests for in-ground swimming pools shall be considered.

**Fences/Walls**
- Fence material shall either be pressure treated wood, black aluminum, wrought iron or vinyl. Wooden fences may be treated with a natural wood or white tone stain. For maintenance purposes, it is preferred that fences are not painted;
- Fences must enclose all or part of the backyard and can start 1/3 of the length of the house from the front of the house (variations will be considered for specific lot shapes and/or items you are intending to screen with the fence);
- No wire, plastic, or chain-link fences (including dog enclosures) shall be considered;
- Construction will consist of vertical members (pickets) supported on horizontal members (rails) with the pickets on the outward side of the fence. The top edge of wooden or vinyl fences may be scalloped either up or down with ARC approval as seen in pictures, below. Fence must follow the natural grade of land;
- Required fence height is a minimum of 4ft (42” at lowest point) and maximum of 6ft (at the highest point);
- Fences must be maintained and kept in good repair;
- Fences shall be a minimum 2” from the ground level in order to allow for proper drainage and run off from home site to home site. Posts may not be placed in swales.

*Acceptable Fence Styles to Follow:*
**Storage Sheds**
- No larger in size than 8 x 12;
- Constructed of wood; no aluminum sheds allowed;
- A suitably constructed floor system or foundation is required;
- They are placed on the property behind your home so the shed cannot be seen from the road when standing directly in front of house;
- They must be at least 3 feet from the neighboring property;
- Siding material must be similar in color and composition to the home;
- Roof must have similar pitch, similar materials, and similar color as that of the home.

**Decks/Screened Enclosures/Outdoor Living Areas**
- A deck should not extend past the side of the house;
- All decks should be on the rear of the house. No side or front decks are permitted;
- Decks may not be painted;
- They will pose no drainage problems for you or your neighbors;
- The materials to be used are designed specifically for patio and/or deck designs;
- Screened enclosures must not be visible from the street;
- All decks, patios, gazebos and screened porches must blend in with the natural terrain.

**Lamps & Landscape Lighting**
- One walkway/entrance light on post is allowed, not to exceed 7 feet in height to base of light fixture;
- The post shall be of metal painted black;
- The lamp design should be similar to existing house exterior lights;
- Entrance lighting on ARC-approved walls on the sides of driveway entrances will be considered providing they match existing light fixtures. *Note that low voltage lighting does not need ARC approval.*

**Windows**
- Window unit air conditioners are prohibited;
- Fans in windows are discouraged;
- Appropriate window dressings are required (sheets, newspapers, blankets, etc. are prohibited).
**APPEARANCE STANDARDS/MAINTENANCE**

- Paint and stain must be maintained in uniform and good repair (with no peeling, chipping, cracking, or discoloration) on the trim or siding.

- Lawns must be well kept with uniform ground coverage. Grass should be kept no more than 6” high. Edging and pruning should be done on a regular basis. Driveway and sidewalk cracks should be kept clear of grass and weeds. The designated lawn area should be fully covered with grass. Any brown or bare patches should be repaired during the spring or fall seeding season. Dead trees and shrubs must be removed and replaced with plantings of similar size and shape.

**City requirements**
The owners of the property and their agents, heirs or assigns shall be responsible for the installation, preservation and maintenance of all plantings and physical features shown on this plan. The owners shall be responsible for annual maintenance of the vegetation to include but not limited to:

**Lawn Area**: The lawn area will be mowed 40 times per year to provide a neat and uniformly finished lawn. For areas inaccessible to mowers, a string trimmer will be used to cut grass to same height as mower. Curb, sidewalk and bed edges will be mechanically edged 15 times per year during the growing season. All debris will be removed from turf prior to mowing and from turf and pavement areas following edging. The entire lawn will be core aerified in the fall. Seeding and fertilization will be performed in conjunction with aerification. The lawn area will be overseeded with a hybrid fescue blend at a rate of 75 pounds per acre. The turf will be fertilized three times during the year (March, September and November). A slow release nitrogen product will be used at a rate of 1-2 pounds of nitrogen per 100 square feet. A pre-emergent crabgrass control will be applied to the lawn when soil temperatures reach 48 degrees.

**Plant Beds and Small Ornamental Trees**: All plant beds will be sprayed and weeded by hand to maintain them free of weeds at all times. All shrubs will be fertilized as required as required with a slow release fertilizer at a rate according to plant type. All trees will be fertilized by deep root feeding with a slow release fertilizer designed to feed for two years. All shrubs and trees will be pruned with hand pruners to encourage growth and remove dead material. Replace pine straw mulch annually. Formal hedges will be trimmed to an invert ‘V’ shape to encourage low limb structure and dense growth. An I.P.M. (Integrated Pest Management) program will be established and implemented.

**Leaves**: All leaves will be removed from the lawn areas weekly and four times a year from the plant beds. Leaves may be placed in adjacent wooded areas.

**Natural Areas**: Natural areas will be maintained free of brush and weeds within the first ten feet of the natural area.

- No items (toys, bikes, garden equipment, trash containers, chairs, wood, recycling bins, etc.) may be left in front or side yards or on porches when not in use. Basketball goals need to be erect at all times.

- No parking vehicles on lawns or common areas. Parking over the sidewalk is prohibited, including sidewalks that go through driveways. Parking in the street overnight is discouraged. Please do not park within 10 feet of stop signs, street signs and fire hydrants. For events such as Garage Sales or parties, it is the responsibility of the homeowner hosting the event to inform neighbors and make provisions to prevent damage to the neighbors’ yards.

  **For safety and aesthetic purposes your driveway should be full of cars if you are parking on the street.**

- Mobile house trailers (whether on or off wheels) and recreational vehicles are prohibited. Watercrafts, boats, utility trailer, etc. must be stored in an enclosed garage.

- No commercial truck, commercial bus, or other commercial vehicle of any kind may be parked on the street.

- No portion of the property may be used for the repair of automobiles requiring over 48 hours to repair.

- No portion of the properties can be used to tie up dogs or for breeding. No doghouses should be visible from the street. Excessive dog noise will be treated as a noise ordinance violation. Maintenance of the yard to keep it free

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from offensive odors is required. Please note all homeowners are required to pickup after their pets. There is a City Ordinance that enforces this guideline. Please be courteous!

- Properties should be free of any debris.
- No clotheslines may be erected or maintained on any lot.
- Vegetable gardens are allowed in backyards only.
- Trash storage needs to be screened from the road.
- Signs may be placed in the homeowner’s yard for the express purpose of selling and/or renting the property. Political signs may be placed on the homeowner’s property expressing support or opposition to a candidate or referendum issue, not 60 days before the election and must be removed within 2 days following the event. Security, burglar alarm, or dog fence signs shall be located discreetly in the front yard of the house. No signage may be located in the common area, with the exception of an open house or community event. Yard/Garage Sale signs are permitted the day prior to and of the event and the event day and then need to be removed, promptly. Temporary signage during the period of home improvements is permitted. Signs must be removed as soon as the job is completed. No signs are permitted in windows, with the exception of alarm and pet signs. Homemade signs in yards are prohibited.

** These standards are in addition to any listed in the Declaration of Covenants.
THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR THE STONE BROOK

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR STONE BROOK ("Declaration") is made this ___ day of __________, 2018 by ____________________________, (hereinafter referred to as "Declarant"):  

WITNESS TO:

WHEREAS, Declarant is the owner of certain real property located in Lee County, North Carolina, which is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter sometimes referred to as the “Property”).

WHEREAS, Declarant desires to create on such property an exclusive residential community of single-family homes to be known as Stone Brook (hereinafter sometimes referred to as "Subdivision");

WHEREAS, Declarant desires to provide for the maintenance and upkeep of the common area within the Subdivision and to provide for enforcement of covenants and restrictions applicable to the Subdivision, and, to that end, desires to create a planned community pursuant to the provisions of Chapter 47F of the General Statutes of North Carolina (the “Act”), and to subject all of the property within the Subdivision to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Declarant has deemed it advisable to create an organization to own, maintain and administer the Common Area (as hereinafter defined), to administer and enforce the covenants and restrictions applicable to the Subdivision, and to collect and disburse the assessments and charges hereinafter created, and Declarant has therefore incorporated under North Carolina law as
a non-profit corporation, the STONE BROOK HOMEOWNERS' ASSOCIATION, INC., for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, Declarant declares that the Property and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, all of which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Act" shall mean and refer to Chapter 47F of the General Statutes of North Carolina, designated as the North Carolina Planned Community Act.

Section 2. "Association" shall mean and refer to the STONE BROOK HOMEOWNERS' ASSOCIATION, INC. a North Carolina non-profit corporation, its successors and assigns.

Section 3. "Association Document" shall mean collectively the Articles of Incorporation of the Association, the Bylaws of the Association, this Declaration, any supplemental declaration as may be applicable to separate portions of the Properties, the rules and regulations, the Architectural Guidelines, and any resolutions adopted by the Board, all as may be amended, restated and revised from time to time. Any exhibit, schedule or amendment to an Association Document shall be considered a part of that document.

Section 4. "Board of Directors" or "Board" shall mean the body responsible for administration of the Association selected as provided in the Bylaws.

Section 5. "Builder" shall mean and refer to any persons, firms or entities that purchase one or more Lots in the Properties for the purpose of constructing a Dwelling for resale to consumers in the ordinary course of its business.

Section 6. "Common Area" shall mean and refer to any and all real and personal property in which the Association now or hereafter owns, leases or otherwise holds possessory or use rights for the common use and enjoyment of the Owners, including easements held by the Association for those purposes. Common Area shall include, without limitation, all recreation areas within the Subdivision. Except as otherwise provided in this Declaration, the Common Area shall be maintained by the Association or its successors in interest.

Section 7. "Development Period" shall mean the period ending on the earliest of (a) thirty (30) years from the date this Declaration is recorded in the Register of Deeds of Lee County; provided, that if Declarant is delayed in the improvement and development of the Properties as a result of a sewer, water or building permit moratorium or other cause or event beyond Declarant's control, then the aforesaid period shall be extended for the length of the delay plus an additional two (2) years upon written notice to the Association of such extension; or (b) the date specified by Declarant in a written notice to the Association that the Development Period is to terminate on that date so stated.
Section 8. "Declarant" shall mean and refer to Pinnacle Partners, LLC. It shall also mean and refer to any person, company or entity to whom or which Declarant shall assign or delegate the rights and obligations of Declarant by an assignment of Declarant's rights recorded in the applicable public registry for Lee County, North Carolina.

Section 9. "Lot" shall mean and refer to any plot of land other than Common Area, with delineated boundary lines, shown on any recorded subdivision plat of the Properties that may be independently owned and conveyed. In the event that any Lot is increased or decreased in size by recombination or resubdivision through recordation of new subdivision plats, any newly-platted Lot shall thereafter constitute a Lot. The term shall refer to the land which is part of the Lot as well as any improvements thereon including the Unit or Dwelling.

Section 10. "Member" shall mean and refer to every person or entity who or which holds membership in the Association as set forth in this Declaration.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest in a Lot solely as security for the performance of an obligation.

Section 12. "Properties" or "Property" shall mean and refer to the property described in Exhibit "A" to this Declaration, together with such additional property as is subjected to this Declaration in accordance with Article II.

Section 13. "Stormwater Agreements" shall mean any stormwater agreement, stormwater control structure bioretension maintenance agreement, stormwater control structure wet detention maintenance agreement, or any other agreement, permit, or contract regarding stormwater in the Property issued by the Town of Sanford or Lee County or any other governmental agency or entity.

Section 14. "Stormwater Facilities" shall mean all areas consisting of ditches and swales, retention ponds and other improvements which are constructed pursuant to, and regulated by, the Stormwater Agreements.
Section 15. "Unit" or "Dwelling" shall mean and refer to any building or portion thereof within the Properties which is designated and intended for use and occupancy as a residence by a single family, whether by the Owner of such Unit or by tenants or lessees of such Owner.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION
AND WITHIN THE JURISDICTION OF
STONE BROOK

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration as of the date of recording hereof, which is within the jurisdiction of the Association, is described on Exhibit "A" attached hereto.

Section 2. Annexation of Additional Property. At any time prior to December 31, 2038, any land may be annexed by the Declarant without the consent of the Members and therefore become subject to this Declaration by the recording by Declarant of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Any property annexed pursuant to this subsection may be annexed and subjected to this Declaration as one parcel or as several parcels at different times. The addition of such property pursuant to this Section may increase the cumulative number of Lots within the Properties and, therefore, may alter the relative maximum voting strength of the various types of Members.

A supplementary declaration may contain such complementary additions to and modifications of the covenants and restrictions contained in this Declaration, including, without limitation, different voting rights and different annual and special assessments for the Lots or Units so annexed, as Declarant, in its sole discretion, may deem necessary or appropriate to reflect the different character or use of the property added. In no event, however, shall any supplementary declaration revoke, modify or add to the covenants and restrictions established by this Declaration so as to materially and adversely affect any portion of the Properties already subject to this Declaration. A supplementary declaration annexing additional property need only be executed by the Declarant and, if applicable, by the owner of the property being annexed, and shall not require the joinder or consent of the Association or any of its Members.

Nothing contained in this Article shall be construed to obligate or require Declarant to make any additions to the Properties.
Section 3. Annexation of Additional Property by Members. The Association may subject any contiguous property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Owners representing sixty-seven percent (67%) of the votes of the Association represented at a meeting duly called for such purpose, and the consent of Declarant during the Development Period. The additional property shall be annexed by the recording by the Association of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed.

Section 4. Conveyance of Common Area in Annexed Property. Promptly upon request of Declarant, the owner of the annexed property shall convey any or all Common Area located within the newly annexed property to the Association or, if requested by the Declarant, to the Declarant. Title to such Common Area shall be conveyed in the same manner as set forth in Section 3 of Article IV of this Declaration.

Section 5. Merger. Additional property may also be made subject to this Declaration by merger or consolidation of the Association with another non-profit corporation formed for the same or similar purposes in accordance with the provisions of Section 2-121 of the Act. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration within the Properties and the covenants and restrictions established upon property owned by the other association as one scheme. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 6. Effect of Addition of Property. Except by amendment of this Declaration as provided in Section 3 of Article XIV hereof, no addition of property, whether by annexation, merger or consolidation, shall revoke or modify any provision of this Declaration as to the Properties already subject hereto or diminish the rights of the Owners of Lots and Units within the Properties, except for the dilution of voting strength that occurs as a result of inclusion of additional Members of the Association.

Section 7. Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this Article for the purpose of removing any portion of the Properties then owned by Declarant or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Subdivision, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Subdivision.

Section 8. Good Faith Lender’s Clause. Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot or commercial Unit, which liens may be enforced in due course, subject to the terms of this Declaration.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. 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.

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots and may not be separated from ownership of any Lot. All Owners shall
have one (1) equal vote for each Lot in which they hold the interest required for membership under Section 1 above, provided there shall only be one (1) vote per Lot. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to their Lot shall be exercised as they, among themselves, determine; but fractional voting shall not be allowed, and in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE IV
PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment and Access. Except as limited by the provisions of this Section 1 and by the rules and regulations adopted by the Board, every Owner shall have a right and easement of enjoyment in, use of and access to, from, and over the Common Area, which right and easement shall be appurtenant to and shall pass with title to every Lot, subject to:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated or constructed on the Common Area and to limit the use of such facilities to Owners and to their families, tenants and guests, as provided in Section 2 of this Article IV.

(b) the right of the Association to suspend the voting rights of an Owner subject to a hearing or opportunity to present evidence in accordance with Section 47F-3-107.1 of the Act for any period during which any assessment against his Lot remains unpaid, or for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

(c) the right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public or quasi-public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless the Members entitled to at least 80% of the votes of the entire membership of the Association and Declarant, during the Development Period, agree to such dedication, sale or transfer. Nothing herein shall be deemed to prohibit the Board, without consent of the Members, from granting easements over and across the Common Area to any public agency, authority or utility for the installation and maintenance of sewage, utility (including cable television) or drainage facilities when, in the opinion of the Board, such easements are necessary for the convenient use and enjoyment of properties within the Subdivision. Notwithstanding anything herein to the contrary, the Common Area shall be preserved for the perpetual benefit of the owners of Lots within the Subdivision and shall not be conveyed except to a governmental entity or another non-profit corporation organized for similar purposes.

(d) the right of the Association, to borrow money and, with the assent of Members' entitled to at least 80% of the votes of the entire membership of the Association and Declarant's approval during the Development Period, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of any such lender or mortgagee shall be subordinate to the property rights of the Members and the Association as set forth herein.

(e) the right of the Association to exchange all or part of the Common Area for other property and consideration of like value and utility, provided, however, that any such dedication
shall require the assent of the Declarant and the Members as set forth in subparagraph (c) above, and further provided that, if the Board determines, in its sole discretion, that such exchange is necessary to cure an encroachment or setback violation on any Lot, the Board may effect such exchange without the consent of or approval by the Members.

   (f) the right of the Association to open the Common Area and, in particular, the recreational facilities constructed thereon, for use by non-members of the Association.

   (g) the right of the Association to expand or add to the Common Area and to improve, maintain and operate the Common Area.

   (h) the right of the Association to adopt, promulgate and enforce rules and regulations concerning the use of the Common Area.

   (i) the right of the Association to otherwise deal with the Common Area as provided in the Articles of Incorporation and Bylaws of the Association.

Section 2. Delegation of Use.

   (a) Family. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties in Lee County, North Carolina.

   (b) Tenants: Contract Purchasers. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be assigned by such Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Lee County, North Carolina. So as not to overburden the use of the Properties, if an Owner assigns said right and easement of enjoyment and access to Owner's tenants or contract purchasers, then so long as such assignment is in effect, Owner shall forfeit his right and easement of enjoyment and access.

   (c) Guests. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be delegated to guests of such Owners, tenants or contract purchasers, subject to such rules and regulations as may be established by the Board.

   (d) Suspension of Rights. The rights of any delegate or assignee of an Owner shall be suspended by, upon and during suspension of such Owner's rights as provided in Section 8 of Article XIV of this Declaration.

Section 3. Conveyance of Common Area To The Association. No later than the expiration of the Development Period, Declarant shall convey, and the Association shall accept, fee simple title to all Common Area within the Properties, and shall reserve for or grant to the Association all Common Area easements, all subject to such easements, reservations, conditions and restrictions as then may be of record, and the Association shall accept all such conveyances, grants and reservations, provided, however, that during the Development Period, Declarant reserves an easement over and across any Common Area deeded to the Association for the purpose of constructing and maintaining any improvements on the Common Area as it deems necessary or advisable, provided that any such improvements must comply with the requirements of the
appropriate governmental authority. Any improvements placed on the Common Area by Declarant shall become the property of the Association upon completion of such improvements.

**Section 4. Regulation and Maintenance of Common Area and Common Area Easements.** It is the intent of the Declarant that the Common Area be preserved for the perpetual benefit of the Owners.

(a) **Regulation of Common Area.** The Association may adopt and promulgate rules and regulations governing the use of the Common Area by Owners and their family, tenants, guests and invitees. No Owner or other permitted user shall use the Common Area or any portion thereof in violation of the rules and regulations contained in this Declaration or subsequently adopted by the Association.

Without limiting the generality of the foregoing, no Owner or tenant, guest or invitee of an Owner shall, without the specific prior written consent of the Association: (i) damage or waste the Common Area or improvements thereon or remove any trees or vegetation therefrom; (ii) erect any gate, fence, structure or other improvement or thing on the Common Area; (iii) place any garbage receptacle, trash or debris on Common Area; (iv) fill or excavate any part of the Common Area; (v) landscape or plant vegetation on Common Area; or (vi) use the Common Area or any part thereof in a manner inconsistent with or in any way interfering with the rights of other Owners.

(b) **Rights and Responsibilities of the Lot Owners as to Common Area Easements.** Each Owner of a Lot upon which a Common Area easement lies shall pay all property taxes and other assessments levied against his Lot, including that portion of such tax or assessment as is attributable to such Common Area easement.

(c) **Rights and Responsibilities of the Association as to Common Area.** The Association shall have the right and obligation to ensure that the Common Area is preserved for the perpetual benefit of the Owners, and, to that end, shall: (i) maintain the Common Area in its natural or improved state, as appropriate including, but not limited to, following the requirements of the Stormwater Agreements and maintaining the Stormwater Facilities, and keep it free of impediments to its use by the Owners, subject to the provisions of this Declaration; (ii) procure and maintain adequate liability insurance covering the Association and its Members, Directors and Officers, against any loss or damage suffered by any person, including the Owner of the Lot upon which Common Area lies, resulting from use of the Common Area, and adequate hazard insurance covering the real and personal property owned in fee by the Association; and (iii) pay all property taxes and other assessments levied against all Common Area owned in fee by the Association.

(d) **Declarant's and Association's Right of Entry.** The Declarant and the Association and the employees, agents, contractors and subcontractors of each, shall have a non-exclusive right and easement at all times to enter upon any portion of a Lot reserved or designated as a Common Area easement for the purposes of: (i) installing and maintaining subdivision entrance signs, features, fencing and landscaping; and (ii) making such improvements to the Common Area; and (iii) maintaining the Common Area easement in its natural or improved state.

**ARTICLE V**

**COVENANT FOR MAINTENANCE ASSESSMENTS**
Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments, benefitted assessments, and special assessments, such assessments to be established and collected as hereinafter provided. All assessments which are unpaid when due, together with interest and late charges set forth in Section 9 of this Article V and all costs of collection, including reasonable attorney's fees, shall be a charge against and, a continuing lien upon the Lot against which such assessment is made subject to § 47F-3-116 of the Act, as amended. Each such assessment or charge, together with interest and costs of collection, including reasonable attorneys' fees, subject to notice provided in accordance with § 47F-3-116(e) of the Act, shall also be the personal or corporate obligation of the person(s), firm(s) or corporation(s) owning such Lot at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by them. Although unpaid assessments and charges are not the personal obligation of such Owner's successors in title unless expressly assumed by them, the unpaid assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.

It is the intent of the Declarant that any monetary fines imposed against an Owner pursuant to the Bylaws of the Association or Section 8 of Article XIV of this Declaration and subject to §47F-3-107.1 of the Act shall constitute a lien against the Lot of such Owner to the same extent as if such fine were an assessment against such Lot.

Any Lot conveyed from Declarant to a Builder or from a Builder to another Builder shall be exempt from payment of assessments until the conveyance of the Lot by the Builder to an Owner other than a Builder. Upon the conveyance of a Lot by a Builder to an Owner other than a Builder, the full amount of the assessment for the Lot shall be paid by the Owner of the Lot commencing on the first day of the first month after said event.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Subdivision and, in particular, for: (i) acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including but not limited to the storm water system, including the Stormwater Facilities, located within the Common Area or recreation area; (ii) repair and reconstruction of improvements on the Common Area, including, without limitation, the cost of repair, replacement and additions thereto and the cost of labor, equipment, materials, management and supervision thereof; (iii) payment of taxes and public assessments levied against the Common Area owned by the Association in fee; (iv) procurement and maintenance of insurance in accordance with Section 4(c) of Article IV of this Declaration; (v) employment of attorneys, accountants and other persons or firms to represent the Association when necessary; (vi) payment of principal and interest on funds borrowed for Association purposes; (vii) such other needs as may arise; and (xiii) payment for the maintenance and operation of lights within the Common Area.

Section 3. Annual Assessments. Not less than sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget covering the common expenses estimated to be incurred during the coming year. The budget shall include a capital contribution to establish a reserve fund. In determining the budget, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to assessment on the first day of the fiscal year for which the budget is prepared.
and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

Within thirty (30) days after adoption of any proposed budget by the Board, the Board shall provide to all Owners a summary of the budget and notice of a meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than ten (10) nor more than sixty (60) days after mailing of the summary of the budget and notice of the meeting. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless, at that meeting, a majority of all the Owners in the Association rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

The Assessment for the fiscal year shall be determined based upon the budget adopted by the Board and ratified by the Owners. In addition to Assessments for the fiscal year, the Board may levy special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Assessments shall be approved at a meeting of the Board and shall become effective upon approval by the Board, unless disapproved by Declarant during the Development Period. Such Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which such Assessment is approved. The amount of each special Assessment shall be levied equally against all Lots, subject to the provisions of Section 5.

Section 4. Assessment Rate: Collection Period. Except as provided in Section 5 of this Article V, the annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a yearly, semi-annually, quarterly or monthly basis, as determined by the Board.

Section 5. Declarant’s Assessments. Notwithstanding any other provision of this Declaration or the Bylaws of the Association, the Declarant shall not be obligated for, nor subject to, any annual or special assessment for any Lot or other property that it owns within the Properties, provided, however, that the Declarant shall be responsible for paying the difference between: (i) the operating expenses of the Association; and (ii) the total operating revenues of the Association from all sources including, without limitation, annual and special assessments, revenues generated from fees charged by the Association for use of the Common Area, and investment income (said difference being hereinafter referred to as the “Operating Deficit”). For purposes of this Section, the term “operating expenses” shall not include contributions to any reserves for replacement, operating reserves, depreciation reserves, capital expenditures, or special assessments.

Declarant may, by written notice given by the Declarant to the Association on or before November 30 of any year, to be effective as of January 1, terminate its obligation to pay the Operating Deficit and waive its right to exclusion from assessments. In such event, each Lot owned by the Declarant which contains a Dwelling for which a certificate of occupancy has been issued shall be assessed at the rate of twenty-five percent (25%) of the annual assessment in effect for all other Lots, as the same may change from time to time. Upon sale of such Lot by Declarant to any other person or entity, such Lot shall be assessed at the full rate, commencing on the day on which title to such Lot is transferred to such third party. Notwithstanding any other provision of this Declaration, a Lot owned by the Declarant which contains a Dwelling occupied as a residence (but not as a model or sales center) shall be assessed at the rate applicable to all other Lots.
Section 6. Benefitted Assessments. The Board may levy Benefitted Assessments against particular Lots for expenses incurred or to be incurred by the Association, as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, caretaker service, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and

(b) to cover costs incurred in bringing the Lot into compliance with the terms of the Association Documents and the Act or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their family members, tenants, invitees, or guests, including costs incurred to repair or replace any Stormwater Facilities; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying a Benefitted Assessment under this subsection (b).

Section 7. Date of Commencement of Annual Assessments: Certificate of Payment. Unless a different commencement date is set by the Board, the annual assessments provided for herein shall commence as to all Lots in any phase on the first day of the month following the conveyance of a Lot within that phase to an Owner other than the Declarant or a Builder.

The Association shall, upon demand, and for such reasonable charge as the Board may determine, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. If such certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment.

Section 8. Effect of Nonpayment of Assessments: Remedies. An assessment not paid within ten (10) days after the due date shall incur such late charge as the Board may from time to time establish, and, if not paid within thirty (30) days after the due date, shall also bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot for which such assessment is due subject to § 47F-3-116 of the Act, as amended. Interest, late payment charges, reasonable attorneys' fees, and the costs of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first mortgage on a Lot. Sale or transfer of a Lot shall not affect any assessment lien; however, the sale or transfer of a Lot pursuant to foreclosure of a first mortgage shall extinguish the lien of any assessment which became due prior to the date of such conveyance. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof; but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

Section 10. Initial Capital Contribution. At the time of closing of the initial sale of a Lot
from Declarant or a Builder, a sum equal to one-fourth (1/4) of the annual assessment in effect at the time of such sale shall be collected from the purchaser of such Lot and transferred to the Association as part of its working capital. The purpose of such working capital contributions is to ensure that the Association will have adequate cash available to defray operating costs, meet unforeseen expenditures or to acquire additional equipment or services deemed by the Board of Directors to be necessary or desirable. Amounts paid pursuant to this Section shall not be considered as an advance payment of any regular or special assessment. Such sum may also be utilized to reimburse Declarant the exact cost of any premiums or insurance policies purchased for the benefit of the Association by Declarant.

Section 11. Exempt Property. All property dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. Notwithstanding the foregoing, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Legal Actions Against Declarant and Owners. The affirmative vote or consent of the Owners that is equal to or greater than sixty-seven percent (67%) of the total number of votes in the Association first shall be required prior to the Association doing any or all of the following with respect to the Declarant, any successor Declarant, any Owner or any Member regardless of whether such Person is the Declarant or is an Owner or Member at the time the Association takes the action or obtains the necessary vote or consent required to take such action: (i) file a complaint, on account of any act or omission with any Governmental Entity which has regulatory or judicial authority over the Properties or any part thereof; or (ii) assert a claim against, sue or request legal or equitable relief against Declarant, Owner or Member in any court, before any Governmental Entity board, or otherwise, provided however, nothing contained in this section shall be construed to require said number of votes for any lien enforcement actions arising out of Article V.

ARTICLE VI
RIGHTS OF LENDERS

Section 1. Books and Records. Any owner or holder of a first mortgage on any Lot, or its agent, shall have the right, during normal business hours, to examine copies of this Declaration, the Articles of Incorporation, Bylaws, and the books and records of the Association and, upon written request to the Association, and payment of copying and mailing costs, to receive a copy of the financial statement for the immediately preceding fiscal year.

Section 2. Notice to Lenders. The owner or holder of a first mortgage on any Lot which provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its mortgage relates) shall be entitled to timely written notice of:

(a) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of the Lot securing its loan.
(b) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(c) Any proposed action that requires the consent of a specified percentage of owners or holders of first mortgages on the Lots.

ARTICLE VII
EASEMENTS

Section 1. Access and Utility Easements. Easements for the installation and maintenance of roadways, driveways, walkways, water, gas, telephone, cable television and electric power transmission lines, sanitary sewer and storm water drainage facilities, and for other public and private utility installations are reserved over the Properties for the benefit of Declarant and the Association. The Association may reserve or grant easements over the Common Area as provided in Article IV, Section 1(c), of this Declaration. Within any such easement herein provided, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of the utilities installed thereon, or which may change the direction of flow or drainage of water through drainage pipes or channels constructed in such easements.

For a period of thirty (30) years from the date hereof, Declarant reserves, for itself and its employees, agents, successors and assigns, an easement upon and a right of ingress, egress and regress on, over and under the Properties for the purposes of constructing and maintaining roadways, water, sewer, gas, storm water drainage and retention, telephone, cable television, and electric, and other utility facilities to the extent required by any applicable governmental entity or deemed by the Declarant to be necessary or convenient for the development, use and enjoyment of the Properties and the Common Area and for the conduct of construction, sales and marketing activities. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, relocate utility facilities within said easement and take any other similar action that it deems reasonably necessary or appropriate. After such action has been completed, Declarant shall grade and seed the affected property and otherwise restore the affected property to its original condition to the extent practicable, but shall not be required to replace any trees, bushes or shrubbery necessarily removed. Declarant shall give reasonable notice of its intent to take such action to each Owner whose Lot is affected.

Section 2. Easements for Governmental Access. An easement is hereby established over the Common Area and every Lot within the Properties for the benefit of applicable governmental agencies for installing, removing, and reading water meters, maintaining and replacing water and sewer facilities, and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection and the delivery of mail.

Section 3. Owner's Easement and Right of Entry for Repair, Maintenance and Reconstruction. If any Dwelling is located closer than five (5) feet from its Lot line, the Owner thereof shall have a perpetual access easement over the adjoining Lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of such Dwelling. Such work shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot to as nearly the same condition as that which existed prior to the commencement of the work as is reasonably practicable. No fence shall be erected within such area adjoining a Dwelling.
Section 4. Association's Easement and Right of Entry. Authorized agents of the Association shall have the right, and a perpetual easement is hereby granted to the Association, to enter all portions of the Property, including each Lot to (a) perform its maintenance obligations, and (b) make inspections to ensure compliance with the Association Documents. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to the Owner. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property, and any damage shall be repaired by the Association at its expense.

The Association also may enter a Lot to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Association Documents. All costs incurred, including reasonable attorneys' fees, shall be assessed against the violator as a Benefited Assessment.

Section 5. Easement Over Common Area. A perpetual, non-exclusive easement over the Common Area is hereby granted to each Lot and its Owners, family members and tenants of such Owners, the occupants of such Lot, and guests and invitees of such Owners, tenants or occupants, for the purpose of providing access, ingress and egress to and from parking areas and walkways serving the Properties and to and from adjacent public roads.

Section 6. Easements to Serve Other Property. Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and mortgagees, a perpetual easement over the Lots and the Common Area for the purposes of enjoyment, use, access, and development of any property whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such property.

ARTICLE VIII
ARCHITECTURAL CONTROL

Section 1. Architectural Approval. The Declarant shall have the sole and absolute right to determine the style and appearance of the Dwellings, including, but not limited to, flags, subject to Section 47F-3-121 of the Act, flag poles, flag staffs, fences, walls, buildings, outbuildings, garages, storage sheds, mailboxes, lawn decorations, structures of any type or color thereof, grading, landscaping, patio covers and trellises, plans for off-street parking of vehicles and utility layout, and any other improvements to be built or constructed on any Lot (hereinafter individually and collectively referred to as "Improvements"). Declarant shall have exclusive authority to administer and enforce architectural standards under this Article and to review and act upon all applications for original construction within the Property. There shall be no surrender of this right except in a written instrument in recordable form executed by Declarant. Upon the expiration or surrender of such right, the Board may, at its option, either assume such authority or create and appoint an Architectural Review Committee ("ARC") composed of three or more persons appointed by the Board. The ARC shall have no rights or authority until Declarant's authority under this Article is surrendered.
No Improvements (including, without limitation, replacement of any previously existing Improvements) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof be made (including, without limitation, changing materials or color of any exterior portion of any such Improvements), nor shall a building permit for such Improvements or change be applied for or obtained, until plans and specifications showing the nature, kind, shape, heights, materials, color, built-upon area, and location of same shall have been submitted to and approved in writing by the Declarant or after the Declarant surrenders that right, the Board or the ARC. If the Association or its designee fails to approve or disapprove such proposed Improvements within 60 days after complete plans and specifications have been received by it, approval will not be required, and this Article shall be deemed to have been complied with. The Association shall have the right to charge a reasonable fee for receiving and processing each application.

Section 2. Architectural Guidelines.

The Declarant, and after the Declarant surrenders this right in writing, the Board or ARC, shall have the right to promulgate and from time to time amend written architectural standards and construction specifications in addition to those set forth above (hereinafter the "Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design and construction technique. The Architectural Guidelines shall include an anti-monotony policy that will prohibit Dwellings or accessory structures of similar design and color from being constructed on adjacent Lots. Neither the Declarant, the Board, nor the ARC shall approve any Improvements which it determines, in its sole discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography or the general plan of development of the Subdivision.

Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither Declarant, the Association, the Board, or the ARC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, including without limitation, built upon area requirements set forth in any Stormwater Agreements. Neither Declarant, the Association, the Board, or the ARC, or any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the ARC and its members shall be defended and indemnified by the Association as provided in the Bylaws.

Section 3. Rules and Regulations. The ARC may from time to time recommend to the Board, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VIII, including adoption of detailed architectural guidelines and the imposition of a fee or charge for review of proposed improvements or modifications.

Section 4. Variances. The ARC may recommend to the Board, and the Board may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in this Declaration, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general
plan for the improvement and development of the Property. Variances contained in plans that are inadvertently approved by the ARC as part of the proposed improvements shall not be considered as having been approved unless specifically approved by the Board in accordance with the provisions of this Section.

Section 5. Enforcement. Any construction, alteration or other work done in violation of this Article or the Architectural Guidelines shall be deemed to be nonconforming. Upon written request from Declarant, the ARC, or the Board, Owners shall, at their own cost and expense and within such reasonable time frame as set forth in such written notice, cure such nonconformance to the satisfaction of the requester or restore the property, Lot and/or Dwelling to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, Declarant, the Association or their designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Lot and collected as a Benefited Assessment unless otherwise prohibited in this Declaration.

All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, Declarant or the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Benefited Assessment unless otherwise prohibited in this Declaration.

All acts by any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Architectural Guidelines may be excluded from the Property, subject to the notice and hearing procedures contained in the Declaration. In such event, neither Declarant nor the Association, its officers, or directors shall be held liable to any person for exercising the rights granted by this section.

In addition to the foregoing, the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC.

ARTICLE IX
PARTY WALLS

Intentionally Deleted.

ARTICLE X
RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owner set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, including the Stormwater Facilities, and shall keep the Common Area in good, clean and
proper condition, order and repair, including but not limited to, ensuring ongoing compliance with the Stormwater Agreements. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area and the performance of its other obligations hereunder. The Association shall operate and maintain areas designated by the Declarant as Common Areas, whether or not title to such areas has been conveyed to the Association. The Association shall also be responsible for enforcement of the covenants and restrictions contained in this Declaration.

Section 2. Manager. The Association may employ and pay for the services of a person or entity, including the Declarant (the "Manager"), to assist the Association in managing its affairs and carrying out its responsibilities hereunder and such other persons or entities, including attorneys and accountants, as the Association deems necessary or advisable, whether such persons or entities are engaged, furnished or employed by the Manager or directly by the Professional Association. The Association shall enter into a Management Agreement for such management services upon such terms as the Board may deem appropriate. The payment of management fees due to the Declarant may, at Declarant's option, be deferred until such later date as Declarant, in its sole discretion, deems appropriate. Furthermore, any management fees due to Declarant may, at Declarant's option, be credited against any assessments due or to be coming due from the Declarant.

Section 3. Personal Property for Common Use. The Association may acquire and hold real property and tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided by the Articles of Incorporation or Bylaws of the Association.

Section 4. Insurance: Bonds. The Association shall procure and maintain adequate liability insurance covering the Association consistent with N.C. Gen. Stat. § 47F-3-113. The Association shall also procure and maintain full replacement value hazard insurance on real and personal property owned by the Association consistent with N.C. Gen. Stat. § 47F-3-113, and shall procure and maintain officers', directors' and employees' liability insurance, and such other insurance as it deems necessary or advisable. The premiums for such insurance shall be a common expense paid from the annual assessments provided in Article V of this Declaration. The Association may cause any or all persons responsible for collecting and disbursing monies of the Association to be bonded.

Section 5. Implied Rights. The Association may exercise any other right or privilege and take any action authorized by this Declaration, the Association's Articles or Bylaws, or the Act or the North Carolina Nonprofit Corporation Act (Chapter 55A), as from time to time amended, and every other right or privilege reasonably necessary to effectuate the exercise of any right or privilege or the taking of any action authorized herein or therein.

Section 6. Association's Obligation of Cooperation. The Association shall accept conveyance of any Common Area conveyed to it, in fee or by easement, by Declarant or, at the request of Declarant, by an owner of any property within and, upon request of Declarant and without further consideration, shall execute any document necessary to evidence such acceptance. During the Development Period, neither the Association nor its Members, nor the use of the Common Area by the Association and its Members, shall interfere with or impede the completion of the improvements or the marketing and sale by the Declarant and the Builder of Lots and homes.
ARTICLE XI
DECLARANT RIGHTS

Section 1. Declarant's Rights. Declarant's Rights are those rights reserved for the benefit of Declarant as provided for in the Act and the Association Documents which shall include, without limitation, the following rights:

(a) To complete improvements on the Properties;
(b) To maintain models, management offices, construction offices, sales offices, customer service offices, and signs advertising the Properties within any portion of the Common Area Declarant deems appropriate;
(c) Those rights set forth in Article II of this Declaration;
(d) To designate any portion of the Property as Common Area;
(e) To exercise all rights of architectural review and establishment of Architectural Guidelines and all other rights as set forth in Article VIII of this Declaration;
(f) To construct improvements within portions of the Properties and to operate the same as public or private facilities in the sole discretion of Declarant;
(g) To appoint, remove and replace the members of the Board;
(h) To disapprove actions of the Board or any committee during the Development Period;
(i) To disapprove any amendment or change in any Association Documents during the Development Period;
(j) To enforce any covenants, restrictions and other provisions of the Association Documents during the Development Period; and
(k) To amend this Declaration as set forth in Article XIV.

Section 2. Transfer of Declarant Rights. Any or all of Declarant's Rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred to other persons, provided that the transfer shall neither reduce an obligation nor enlarge a right. No such transfer shall be effective unless it is in a written instrument signed by Declarant and the transferee and duly recorded in the Register of Deeds of Lee County.

Section 3. Modification of Development Plan. Each Owner, by accepting title to a Lot and becoming an Owner, and each other person, by acquiring any interest in the Property, acknowledges awareness that the Subdivision is a planned community, the development of which is likely to extend over many years, and agrees not to protest or otherwise object to (a) zoning or changes in zoning or to uses of, or changes in density of, the Properties, or (b) changes in any conceptual or master plan for the Property, such revision is or would be
lawful (including, but not limited to, lawful by special use permit, variance or the like) and is not inconsistent with what is permitted by the Declaration (as amended from time to time).

**Section 4. Development Easements.** Declarant, its employees, agents and designees, specifically reserve a non-exclusive easement over, upon, under and above the Common Area and other portions of the Property (expressly excluding a Dwelling Unit) for any and all purposes deemed reasonably necessary or desirable by Declarant for the development of the Property and any other property including, but not limited to, easements of access, the installation and maintenance of utilities, and easements as may be required from time to time by any governmental agency or pursuant to the Stormwater Agreements. Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing, installing, modifying, expanding, replacing, and removing such improvements to the Common Area as it deems appropriate in its sole discretion.

**Section 5. Marketing and Sales.** During the Development Period, Declarant and its designees may maintain and carry on upon the Common Area and any property owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, sales offices, and storage of building materials. Declarant and its designees shall have easements for access to and use of such facilities. Declarant's or any designee's unilateral right to use the Common Area for purposes stated in this section shall not be exclusive and shall not unreasonably interfere with use of such Common Area by Owners.

**Section 6. Declarant Approval to Changes in Association Documents.** During the Development Period, the Association shall not, without the prior written approval of Declarant, adopt any policy, rule or procedure that:

(a) Limits the access of Declarant, its successors, assigns and/or affiliates or their personnel and/or guests, including visitors, to the Common Area or to any property owned by any of them;

(b) Limits or prevents Declarant, its successors, assigns and/or affiliates or their personnel from advertising, marketing or using the Association or its Common Area or any property owned by any of them in promotional materials; or

(c) Impacts the ability of Declarant, its successors, assigns and/or affiliates, to carry out to completion its development plans and related construction activities for the Subdivision, as such may be amended and updated from time to time. Policies, rules or procedures affecting the provisions of existing easements established by Declarant and limiting the establishment by Declarant of easements necessary to complete the Subdivision shall be expressly included in this provision. Easements that may be established by Declarant shall include but shall not be limited to easements for development, construction and landscaping activities and utilities.

**Section 7. Unimpeded Access.** The Association shall not exercise its authority over the Common Area (including, but not limited to, any gated entrances and other means of access to the Property) to interfere with the rights of Declarant set forth in this Declaration or to impede
access to any portion of the Property, or over the streets, or over the Common Area within the Property.

Section 8. Additional Declarations/Restrictions. No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent during the Development Period. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

ARTICLE XII
USE RESTRICTIONS

Section 1. Business Use Prohibited. No trade, business, profession, garage sale, moving sale, rummage sale or other type of commercial activity shall be carried on within any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the properties; and, (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or, (c) a license is required.

Notwithstanding the foregoing, the Declarant and the agents and employees of Declarant, and a Builder, but only with the prior approval of Declarant, shall have the right to: (i) use Lots and improvements erected thereon for sales offices, field construction offices, storage facilities, and its own general business offices; (ii) maintain fluorescent-lighted or spot-lighted model homes which may be open to the public for inspection 7 days per week for such hours as the Declarant deems appropriate or necessary; (iii) conduct any other activities on Lots to benefit sales efforts; and (iv) use the parking facilities on the Common Area for parking for its employees and invitees.

Section 2. Use of Accessory Structures. No tent, shack, barn, car port, metal awnings, metal utility sheds or other building, other than a Dwelling and its garage, shall be erected on a Lot, and used temporarily or permanently as a residence. Notwithstanding the foregoing, the Declarant and, with the approval of the Declarant, a Builder, may use temporary buildings, offices or facilities in connection with the marketing, sale and construction of Units.

Section 3. Maintenance of Improvements. Each Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot, including, without limitation, the Dwelling. No Owner shall change the landscaping, exterior design or color of the Dwelling on such Owner's Lot, including the roof thereof, except in compliance with Article VIII hereof.
Section 4. Storage: Clothes Hanging. No Lot or Common Area shall be used for the storage of rubbish. Outside clothes hanging devices shall not be permitted.

Section 5. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted within the Properties other than in a garage and concealed from public view.

Section 6. Lawns. Each Lot shall be maintained in a neat condition by the Owner thereof. In this context, the word "Lot" shall include that portion of the property from the outside of the structure on the applicable Lot to the adjacent paved road surface. All Lots upon which a Unit or Dwelling has been constructed ("Improved Lots") must have grass lawns; no gravel or similar type lawns are permitted. For Improved Lots, "Neat" shall require, at a minimum, that the lawn be regularly cut and fertilized and that mulched or pinestrawed areas be regularly re-mulched or re-pinestrawed and kept weeded so that its appearance is in harmony with the neighborhood. No Owner shall allow the grass on an Improved Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground. For unimproved Lots, “Neat” shall require that the Lot is maintained in a sightly condition, free of debris, rubbish, weeds and high grass and in a prudent and reasonable manner harmonious with that of other Lots within the Subdivision.

Section 7. Failure to Maintain. If an Owner fails to maintain the Lot or the improvements thereon, the Association, after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. By accepting title to his Lot, each Owner shall be deemed to grant access upon the Owner's Lot and Dwelling for such purpose and such entry shall not constitute a trespass. If such maintenance is undertaken by the Association or Declarant, the charge therefore and all costs of enforcement and collection shall be secured by a lien against the Lot as provided in Article V hereof.

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of cats, dogs, and other household pets may be kept provided they are kept within the residence and are not kept, bred, or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or having custody of an animal shall allow the animal to stray or go upon another Owner's Lot without the consent of such other Owner. No animals shall be permitted on or in the Common Area at any time except as permitted by the rules and regulations of the Association or by applicable law. All animals shall be on a leash when outside the Owner's dwelling, and the Owner shall be responsible for cleaning up all droppings from their animals. The Association shall have the right to expel animals from the community for the Owner’s continuing violations of the Association Documents. The Board shall also have the right to expel dogs from the community for excessive barking which in the Board's opinion is a nuisance to other Owners.

Section 9. Signs. No signs shall be displayed on any Lot or on or within any improvement on a Lot so as to be visible from the exterior of the improvement without the prior written consent of the Board; provided that an Owner may display on his or her Lot one sign with the maximum dimensions of 24 inches by 24 inches expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than forty-five (45) days before such election and shall be removed within seven (7) days after such election. The Board may develop
additional sign standards and specifications to which all Owners must adhere. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Board. Notwithstanding the foregoing, Declarant and, with the consent of and upon such conditions as Declarant, in its sole discretion, might impose, a Builder shall have the right to erect and maintain signs of any type and size on any Lot which it owns and on the Common Area, in connection with the development and sale of the Properties.

Section 10. Water Retention Areas. The Association shall be responsible for maintaining the portions of the storm water drainage system which are within the Common Area, including the water quality and quantity standards of the approved plans, to the extent required by law and as required by the Stormwater Agreements. A drainage easement is hereby dedicated to the Association for the purpose of maintaining the storm water system to meet water quality and quantity design standards of the approved plans and any future governmental laws, rules or regulations.

Section 11. Vehicles, Boats and Trailers. No truck or vehicle used primarily for commercial purposes (other than those temporarily present on business), no vehicle in inoperable condition, no unlicensed vehicle, no recreational vehicle, no camper, no boat and no trailer may be parked within the Properties, unless kept inside a garage and concealed from public view. No parked vehicle shall be covered by a “car cover” or other similar covering unless kept inside a garage and concealed from public view. All vehicles must be parked on a paved surface (i.e. driveway or garage). For the purpose of the preceding sentence, the term "kept" shall mean present for either a period of more than ten (10) hours or overnight, whichever is less. In order to preserve the aesthetics of the development, whether or not, a boat, trailer, or vehicle of any type is adequately concealed from public view shall be determined by the Board of Directors in its sole discretion. The Association shall have the right to tow or remove any boat, trailer, or vehicle of any type which is parked within the Premises or kept on any Lot in violation of this section, at the owner’s expense, and the owner of each Lot, by acceptance of their deed, does grant to the Association such an easement on, across, and upon their Lot as may be necessary to enforce the provisions set out in this section. No vehicle of any kind may be parked on any streets within the Properties. The Association and the Declarant (during the Declarant Control Period) may have vehicles towed in violation of this Section and the cost of such shall be the responsibility of the owner the vehicle.

Section 12. Walls, Fences, and Hedges. All walls, fences, planters and hedges shall be controlled strictly for compliance with this Declaration and architectural standards established by the Declarant or the ARC. The design, materials and placement of all walls, fences and hedges must be approved by the ARC prior to construction pursuant to the approval requirements of Article VIII, Section 1, of this Declaration. Walls and fences must be kept in good repair and sightly condition. (see Section 7. Failure to Maintain) A fence may be installed in a drainage easement with approval from Declarant or the ARC. In the event a repair is needed to a drainage easement, the party paying for the repair shall also be responsible for the cost to remove and replace the fence so long as the location of the fence was approved by the Declarant or the ARC. Notwithstanding the foregoing, open picket fences with a maximum height of five (5) feet along the rear property line contiguous to the central open space shall be required for ARC fence approval on Lots 76-87.

Section 13. Antennae and Roof Structures. No radio or other electrical towers, aerials, antennae, or other devices of any type for the reception or transmission of radio broadcasts or
other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon. Notwithstanding the foregoing, (i) antennae or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (ii) antennae or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (iii) antennae or satellite dishes designed to receive television broadcast signals which are less than one meter in diameter shall be permitted, provided that any such antenna or satellite dish is placed in the least conspicuous location on the Lot in which an acceptable quality signal can be received and is screened from the view of adjacent Dwelling Units, streets and Common Area in a manner consistent with the Architectural Guidelines, and is approved by the Declarant or the ARC pursuant to Article VIII of this Declaration. The Association shall be empowered to adopt rules governing the types of antennae and satellite dishes that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

Section 14. Visual Obstructions at the Intersections of Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extensions thereof) shall be placed, planted or permitted to remain on any corner lots.

Section 15. Leased Units. An Owner may lease his Unit; provided, however, that:

a) No Dwelling may be leased for a period of less than six (6) months;

b) All leases for any Dwelling Unit shall be in writing signed by the Owner and the tenant and a true executed copy of the lease shall be provided to the Association prior to the occupancy by the tenant of such Dwelling Unit.

c) All leases shall be in such form, and contain such provisions, as approved by the Board, including provisions (a) requiring the tenant to comply with the Association Documents (an example of such provision is set for the below), (b) providing that the failure of any tenant under a lease to comply with the Association Documents shall constitute an event of default under the lease, and (c) providing that the Board may exercise any and all remedies for a default under the Association Documents against the Owner and the tenant under the lease including, without limitation, the right to remove a tenant from possession of a Dwelling Unit by judicial process or otherwise.

"Tenant shall obey, adhere to and be bound by all provisions of the Declaration Of Covenants, Conditions, Easements, and Restrictions for Stone Brook, recorded in the applicable public registry for Lee County, North Carolina. Tenant acknowledges that he has received of a copy such Declaration and the rules and regulations of the Association and is familiar with the provisions of same."

d) The Board may also adopt additional reasonable rules and regulations regarding leasing.

Section 16. Minimum Size of Dwellings. All Dwellings constructed on any Lot shall have a minimum of 1,500 square feet of enclosed dwelling area. The term "enclosed dwelling area" as
used in the minimum requirements shall be the total enclosed area within a dwelling, provided, however, that such term does not include garages, terraces, decks, open porches, and like areas; provided, further, that shed type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area".

Section 17. Garages. All single family Units constructed within the Properties shall contain an enclosed garage that is either detached from the Unit or permanently attached to and part of the Unit and shall be large enough to accommodate at least one automobile. Two car garages may use one double door or two single doors. Three car, front loaded garages may have one double door and single door. Side loaded garages may be fitted with any combination of doors. Garage doors shall remain closed at all times except when necessary for ingress and egress.

Section 18. Seasonal or Holiday Decorations. Holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be removed from each Lot or residential dwelling within a reasonable period of time after such holiday passes. The ARC has the sole discretion to determine what is a reasonable period of time for seasonal or holiday decorations to exist after the holiday passes and its determination shall be final.

Section 19. Window Coverings. All drapes, curtains or other similar materials hung at windows so as to be visible from outside the home shall be of a white or neutral background material.

Section 20. Exterior Lights. All light bulbs or other lights installed in any fixture located on the exterior of any building or any sites shall be clear, white or non-frosted lights or bulbs. Light wattage and placement shall be approved by the ARC.

Section 21. Service Utilities, Fuel Tanks, Wood Piles, Trash. All service utilities, fuel tanks, wood piles and trash and garbage containers are to be enclosed within a fence, wall or plant screen of a type and size approved by the Declarant or the ARC, so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or from any other residence within the subdivision.

Section 22. Curbside Maintenance. Each Owner shall have a duty and obligation to maintain the roadside curbing, swales and driveway culverts along the front of their Lot, and in the case of corner lots, along the side abutting roadways, in the same condition as originally installed by the Declarant. In the event any Owner shall fail to do so, the Association after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. Provided, however, that during the Development Period, the Declarant shall have the option of repairing or replacing damaged curbing, swales or driveway culverts to their original condition, and the cost of such repairs or replacement shall constitute a lien in favor of the Declarant against the lot adjacent to where the repairs or replacements were effected. If such maintenance is undertaken by the Association or Declarant, the charge therefore and all costs of enforcement and collection shall be secured by a lien against the Lot as provided in Article V hereof.

Section 23. Flags. Notwithstanding any provision of this Declaration, including without limitation the provisions of this Article XII, no rule or regulation adopted by the Board or the Association, nor any amendment to the Declaration adopted by the Association or the Declarant shall regulate or prohibit the display of the flag of the United States of America and/or the flag of the State of North Carolina, of a size no greater than four (4) feet by six (6) feet, which is displayed
in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C. §§ 5-10, as amended.

Section 24. Rights of way. If any Owner places any improvement or structure in the right-of-way, then if requested by the North Carolina Department of Transportation or the Declarant or the Association or any governmental regulatory agency, the Declarant or the Association shall have the right to remove such improvement or structure even if ARC had approved installation of such improvement or structure.

Section 25. Above Ground Swimming Pools. No above ground swimming pool shall be erected, constructed, placed or permitted to remain on any Lot.

Section 26. Outdoor Fires/Burning. Outside burning of trash, leaves, debris or other materials is prohibited. Owners may burn wood in an outdoor fire pit, provided the fire pit must first be approved by the Declarant, Board, or ARC, as applicable. The restrictions contained in this Section 26 shall not apply to Declarant.

Section 27. Deviations. Declarant at its sole discretion, is hereby permitted to approve deviations to restrictions in Article XII in instances where in its judgment, such deviation will not adversely affect the development of the Property as a whole. Such approvals must be granted in writing and when given will automatically amend these restrictions for that certain Lot only.

ARTICLE XIII

STORMWATER AGREEMENTS RESPONSIBILITIES AND COVENANTS

Section 1. Administration of the Stormwater Agreements. The oversight, supervision, management and administration of the Stormwater Agreements shall be the sole responsibility of the Association. The Association's duties with respect to the Stormwater Agreements shall be carried out in accordance with the terms and conditions of the Association Documents and the Stormwater Agreements. The Architectural Review Committee shall review plans for Improvements for compliance with the built-upon area limits set forth in this Declaration. The plans submitted by Owners must include all proposed built-upon area. Any approvals given by the ARC do not relieve the Owner of the responsibility to comply with any permitted built-upon area restrictions set forth in the Stormwater Agreements and this Declaration.

Section 2. Transfer to and Acceptance by Association. If any Stormwater Agreements are issued to Declarant, Declarant shall transfer the Stormwater Agreement and Declarant's responsibilities thereunder to the Association. The Association shall accept the transfer from Declarant of the Stormwater Agreement and the responsibilities thereunder.

Section 3. Association Indemnification. The Association shall indemnify and hold Declarant harmless from any loss, cost, claim, fee, fine, suit, damage or expense, including reasonable attorneys' fees, incurred by Declarant in the defense of any action against Declarant as the responsible party under the Stormwater Agreements. The Association shall indemnify and hold Declarant harmless from any loss, cost, claim, fee, fine suit, damage or expense, including reasonable attorneys' fees, incurred by Declarant in the defense of any action against Declarant from and after the date Declarant tenders transfer of the Stormwater Agreements to the
Association. From and after the transfer of Declarant's responsibilities under the Stormwater Agreements and from and after transfer of the Stormwater Agreement from Declarant to the Association, the oversight, supervision, management and administration of the Stormwater Agreement shall be the sole responsibility of the Association

Section 4. Easement for Upkeep and Enforcement. The Association hereby is granted and conveyed an easement over, under and upon each Lot for the purpose of access to and upkeep of all Stormwater Facilities and to enforce all requirements of the Stormwater Agreements. In the event Declarant annexes additional property into the Property, the Association shall have, and hereby is granted and conveyed, an easement over, under and upon each annexed Lot for the purpose of access to and maintenance of all Stormwater Facilities located upon such additional property and to enforce all requirements of the Stormwater Agreements.

Section 5. Stormwater Covenants. To ensure ongoing compliance with the Stormwater Agreements and any other applicable stormwater regulations, the following covenants and restrictions are hereby imposed upon the Property:

(a) Owners shall not construct any improvements on their Lots or the Common Area or otherwise use any portion of the Property in a manner that violates the terms of the Stormwater Agreements.

(b) The maximum allowable built-upon area per Lot is 5,000 square feet. This allotted amount includes any built-upon area constructed within the property boundaries of a Lot and that portion of the right of way between the front Lot line and the edge of the pavement of any street abutting such Lot. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include a raised, open deck, or the water surface of swimming pools.

(c) In the event an Owner or Builder damages the Stormwater Facilities, the Association may perform such work to repair or replace the Stormwater Facilities and assess all costs incurred by the Association against the Lot and the Owner or Builder in accordance with Article V, Section 6.

Section 6. Each Owner of a Lot which borders a water retention area, drainage easement or drainage swale area shall be responsible to maintain any portion of that Owner’s lot lying within a retention area, drainage easement, or drainage swale area in compliance with the Stormwater Agreements and free of debris but shall not remove any wetlands species or do anything that would affect adversely water quality within the water retention area. No structure of any type shall be permitted within the water retention areas, drainage easements or drainage swale areas. Swimming and bathing in water retention areas are prohibited. Docks or other structures shall not be erected in water retention areas without the prior written consent of the Association. All other uses of water retention areas shall be subject to the prior written approval of the Association and such rules and regulations as the Association may adopt from time to time.

ARTICLE XIV
GENERAL PROVISIONS
Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by 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 Association or an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. Amendment. During the Development Period, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make or purchase mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent thereto in writing.

Except as otherwise specifically provided in this Declaration, this Declaration may be amended only by the affirmative vote of, or written agreement signed by, Owners of Lots to which at least sixty-seven percent (67%) of the total votes in the Association are allocated, and Declarant's written consent during the Development Period.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Amendments to this Declaration shall become effective upon recordation in the office of the Register of Deeds of Lee County unless a later effective date is specified therein. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege during the Development Period.

Section 4. Interpretation. Headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing any provision hereof. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the word "including" shall mean "including, without limitation". This Declaration and the provisions thereof shall be construed and enforced in accordance with the laws of the State of North Carolina.
Section 5. Subdivision of Lots. No Lot within the Subdivision may be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded plat, except by or with the consent of the Declarant and, if required, by the appropriate governmental authority.

Section 6. Declarant's Right To Change Development. With the approval of the appropriate governmental authority, and subject only to such terms and conditions as said authority may impose, Declarant shall have the right, without consent or approval of the Owners, to create Lots and Units, add Common Area, and reallocate Lots or Units within the Properties. Declarant may convert any Lot or Lots or any other property subject to these restrictions to use as a roadway and/or road right-of-way.

Section 7. Right to Dedicate Streets. In the event that the streets and roadways providing access to the Stone Brook Subdivision are accepted as public roads by the North Carolina Department of Transportation, then and in that event, the Declarant and/or the Association may petition the North Carolina Department of Transportation to accept the streets and roadways within the Stone Brook Subdivision as public roads. Declarant shall maintain the streets until such time as the streets are accepted for maintenance by the appropriate governmental authority.

Section 8. Rules and Regulations: Enforcement. The Board shall have the authority to adopt additional rules and regulations governing the use of the Common Area and the Lots within the Subdivision and shall furnish a written copy of said rules and regulations to the Owners of each Lot at least fifteen (15) days before such rules and regulations become effective.

In addition to any other rights and remedies that the Association may have, the Association may impose sanctions for a violation of the Association Documents subject to the notice of hearing, evidence, and appeals procedures set forth in §47F-3-107.1 of the Act, which sanctions may include, without limitation, reasonable monetary fines not to exceed One Hundred Dollars ($100.00), provided that an additional fine of up to One Hundred Dollars ($100.00) per day may be imposed for each day more than five (5) days after the decision that the violation occurs, which shall constitute a lien upon the Lot of the violator, and suspension of the right to vote and the right to use the Common Area and any facilities thereon.

In addition, as provided in the Bylaws, the Association may exercise self-help to cure violations (specifically including, but not limited to, the towing of Owner and tenant vehicles that are in violation of parking rules) and may suspend the right of an Owner to use any Common Area and recreational facility within the Properties if the Owner is more than 30 days delinquent in paying any assessment or other charge due to the Association.

The Association shall at all times have the right and easement to go upon any Lot for the purposes of exercising its rights hereunder, including, but not limited to, enforcement of the Architectural Guidelines applicable to the Properties. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed as trespass. All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce its rights and remedies, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with
applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement actions. Any such determination shall not be construed as a waiver of the right to enforce such provisions under other circumstances or to estop the Association from enforcing any other covenant, restriction or rule.

[SIGNATURES ON FOLLOWING PAGE]

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration under seal this ___ day of __________, 2018

By: ______________________________ (SEAL)
Name: ______________________________
Title: ______________________________

STATE OF NORTH CAROLINA
COUNTY OF _______________________

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: ____________________________.

Date: ______________________________

Signature of Notary Public

Notary's printed or typed name

My commission expires: ________________

(Official Seal)

Notary seal or stamp must appear within this box.
EXHIBIT “A”

Legal Description of Property

All of that parcel of real property containing 12.642 Acres, entitled “New Lot 1” as shown on the map recorded in Book of Maps 2018, Page 74, Lee County Registry, to which map reference is hereby made for a more particular description.
APPLICATION# 2019-0101 TO AMEND THE SANFORD ZONING MAP

This rezoning request is conditional upon the subject property being annexed into the corporate City limits, for which the public hearing will also be held on January 15th. If the annexation request is not approved by the Sanford City Council, this hearing for the rezoning request will not be held.

Applicant: Mr. Terry Slate, Registered Agent for Pinnacle Partners, LLC
Owner: Pinnacle Partners, LLC
Request: Rezone from Residential Restricted (RR) to Stone Brook Conditional Mixed Use-PUD Conditional Zoning District to allow the development of a mixed use subdivision with 390 residential single-family home lots with a future townhome area and a future mixed use area. This is a site plan/preliminary plat specific conditional zoning district with unique conditions that are legally binding on the land even in the event of a transfer of ownership.
Location: The subject property has frontage/access off of Boone Trail Road/US Hwy 421, Forestwood Park Road, and Valley Road.
It is east of Valley Road, south of Forestwood Park Road, west of Boone Trial Road/US Hwy 421 Business, and north of Wildwood Subdivision.
Township: West Sanford
Tax Parcels: 9634-14-7642-00, 9634-04-4681-00, and 9624-96-0209-00
Adjacent Zoning: North: Residential Restricted (RR) and Light Industrial (LI)
South: Residential Restricted (RR)
East: Residential Restricted (RR) and Light Industrial (LI)
Opposite Boone Trail Road, Light Industrial (LI) and Settle-Shontz Conditional Zoning District for the All Animals Animal Hospital and the Rae-zor Grooming, Boarding & Daycare business
West: Residential Restricted (RR) and Residential Agricultural (RA)
Opposite Valley Road, Residential Agricultural (RA)

Introduction: Planning staff has received a rezoning application from Terry Slate of Pinnacle Partners, LLC to allow the development of a 390 lot residential subdivision with a future townhome area and a future mixed use area. The subdivision would be developed in four phases that would be served by public water, public sewer, and public streets, all of which would be City maintained.

Area and Site Description: The subject property is located in northwestern Lee County and is comprised of three vacant tracts of land. The area is predominately developed with single-family homes with a few businesses fronting Boone Trial Road/US Hwy 421 Business.
Surrounding Land Uses: To the north, both adjoining the site and on the opposite side of the roadway, are single-family homes and vacant land off of Forestwood Park Road that are in Lee County on land zoned Residential Restricted (RR). To the south are single-family homes off of Valley Road and Red Holly Drive and the Wildwood Forest Subdivision, all of which are in Lee County on land zoned Residential Restricted (RR). To the west, both adjoining the site and on the opposite side of the roadway, are single-family homes and vacant land off of Valley Road that are in Lee County on land zoned Residential Restricted (RR) or Residential Agricultural (RA). To the east, on adjoining land, are single-family homes and vacant land off of Boone Trail Road that are in Lee County on land zoned Residential Restricted (RR). There are also six tracts of land with frontage on Boone Trial Road/US Hwy 421 Business that are in Lee County, zoned Light Industrial (LI), and developed with two businesses, J&G Machinery and Boone Brands. To the east, on the opposite side of Boone Trial Road/US Hwy 421 Business is vacant land in Lee County zoned Residential Restricted (RR) and All Animals Animal Hospital and Rae-zor Grooming, Boarding & Daycare, which is located within the corporate limits of the City of Sanford and zoned Settle-Shontz Conditional Zoning District.

Zoning District Information

Existing Zoning: The subject property is zoned Residential Restricted (RR), which is established to provide areas for low-density single-family uses, with a maximum of one and one-half dwelling units per acre. Property zoned RR should include only those tracts which abut or are in close proximity to existing large-lot single family development, making RR an appropriate transition district between rural, agricultural, and suburban uses. A list of permitted uses for the RR district is included within the agenda for your reference.

The minimum lot width is 100ft, with a minimum lot size of 30,000sf, and a max building height of 40ft. The minimum building setbacks for a principal structure or house is as follows:
Front: 30 feet, as measured from the right-of-way line of the proposed public street
Rear: 30 feet, measured from the rear property line
Side(s): 15 feet, measured from the side property lines

The minimum building setbacks for an accessory structure or storage building is as follows:
Front: 30 feet, as measured from the right-of-way line of the proposed public street
Rear: 5 feet, measured from the rear property line
Side(s): 5 feet, measured from the side property lines

Proposed Zoning: The Stone Brook Conditional Mixed Use-PUD Conditional Zoning District is a stand-alone district with its own unique conditions. Under a Conditional Zoning District Type 1, an applicant would have the freedom to develop his/her own unique list of permitted uses and design standards. It is also understood that such a district would need to be designed so as to maintain the integrity and characteristics of the surrounding community as well as conform to the spirit and intent of the Zoning Ordinance. This type of zoning is suitable in situations where none of the current conventional zoning districts accommodate the desired uses and the applicant has a clear vision as to how the property is to be developed.

The applicant shall specify the uses of the property and shall propose additional conditions to ensure compatibility between the development and the surrounding neighborhood. The conditions shall include all of the following, as applicable:
The following design standards are applicable for the Stone Brook Conditional Mixed Use-PUD Conditional Zoning District:

Overall Design
- The total site is 168 acres.
- 68.7 acres are to be developed with 390 single-family home lots
- 8.6 acres are reserved for approximately 60 townhomes
- 26 acres are reserved for Mixed Uses to include Professional/Commercial and High Density Residential
- 7.3 acres is proposed to be donated to the City of Sanford for public land uses, such as a fire department, community center, etc.
- 31.5 acres are to be developed/dedicated as Open Space/Parks/Public Areas, including dog parks, playgrounds, public meeting areas, passive recreation, nature trails, etc.
- 25.8 acres of roads and right-of-way

Lot Design and Setbacks
The minimum lot width is 50ft as measured from the minimum building setback line, with a minimum lot size of 6,500sf, and a max building height of 40ft.
The smallest single-family lot size is 6,500sf and the average single-family lot size is 7,716sf.
The minimum building setbacks for a principal structure or house are as follows:
Front: 25 feet, as measured from the right-of-way line of the public street
Rear: 10 feet, measured from the rear property line
Side(s): 5 feet, measured from the side property lines
There will be minimum building setbacks along the perimeter of the subject property that require all principal structures (houses) and accessory buildings (storage buildings, etc.) to be a least 30 feet from all of the perimeter property lines.

There will be a 5 feet drainage and utility easement along the right-of-way line of all public streets.

**Recreation Amenities**
- All recreational amenities in common open spaces shall be detailed on a site plan to show the location and proposed use of all open spaces and recreational areas.
- Parking areas shall be provided adjacent to major community recreation areas.
- Designated school bus stop areas shall be provided.

**Infrastructure**
- Sidewalks shall be provided along each side (both sides) of all roads.
- The design includes approximately 20,565 linear feet in new public streets.
- The streets, water, and sewer will by public utilities installed by the developer and maintained by the City of Sanford.

**Single-family Homes**
- The minimum heated square footage shall be 1,400sf for single-family houses
- Veneer between the bottom of windows and the ground shall be stone or brick on the front of all the homes
- Multiple elevations shall be available with a minimum of 3 homes separating repetition
- Multiple exterior color combinations with a minimum of 3 homes separating repetition
- Vinyl siding will be the Alside: Conquest & Driftwood brand (.0440” thick, double 4.5” exposure Dutch Lap) that is installed per the manufacturer’s instructions with a lifetime transferable warranty
- Gables shall be Board-and-Batten or Shake siding
- Windows shall have grids on the front of all homes, and shall be double-paned, argon filled windows
- All homes shall have a two car garage
- Garage doors shall have raised paneling with carriage style hinges and handles
- All homes shall have concrete driveways accommodating two cars in width from curb to garage
- Minimum roof pitch 6/12
- Attic turbines shall not extend higher than the roof peak and not more than 12-inches above the roof surface
- Max building height of 40ft (per UDO, not included in rezoning conditions)

**Landscaping/Buffers**
- All lands within areas required to be maintained as open space by the Homeowners Association shall be protected by a permanent conservation easement and restrictive covenant prohibit further development and recorded upon final plat approval as “Open Space”
- All homes shall be sodded from the curb to the back corner of the house
- One tree shall be planted in the front yard of each single-family home that has a minimum of a 2-inch caliper at the time of planting with corner lots having two trees planted
• At least 10 one to three gallon shrubs will be planted for each house that are a minimum of one gallon at the time of planting

Community Appearance
• Hot tubs may not be visible from the street
• All play equipment on private lots shall be located behind the home and not in the side or front yard
• Basketball goals are prohibited from being mounted directly on the house and are not to be placed so that basketball is played in the street
• Above-ground pools shall not be permitted
• All homes shall have a screened trash receptacle area
• Trash receptacles must be stored in screened trash receptacle areas except the night before trash pick-up and trash pick-up day
• Gravel drives and parking areas are not permitted
• Parking of vehicles on lawns or common areas shall be prohibited
• Parking of commercial trucks, buses, or other commercial vehicles of any kind on the street shall be prohibited
• Fence materials shall be pressure treated wood, clack aluminum, wrought iron, or vinyl
• Wire, plastic, and chain-link fences (including dog enclosures) shall be prohibited
• Fences must be maintained and kept in good repair
• Storage sheds must be sided with siding materials similar in color and composition of the principal structure
• Storage sheds roofs must have a similar pitch, materials, and color as that of the home
• Decks shall be built on the rear of the homes and not extend past the side of the home
• Front and side decks are not permitted
• Deck materials to be used shall be specific to patio and/or deck designs
• Window unit air conditioners are prohibited
• Windows shall not be dressed with inappropriate dressing materials (sheets, newspapers, blankets, etc.)
• Paints and stains must be maintained in uniform and good repair
• Lawns must be kept with uniform ground coverage
• Doghouses shall not be visible from the street
• Clotheslines shall not be erected or maintained on any lot
• Vegetable gardens shall only be permitted in rear yards
• Lawn furniture, barbeque equipment, toys, bikes, trampolines, etc., must be kept in good repair and stored within the rear yard when not in use

Mailbox Kiosk
• Mail kiosks shall be installed and in accordance to the United States Post Office standards
• There shall be a minimum of one mailbox kiosk installed for the development
• The location(s) of the mailbox kiosk(s) shall be approved by the United States Post Office

Homeowners Association
• All owner of developable lots shall immediately become members of the Homeowners Association
• A Declaration of Covenants, Conditions and Restrictions an bylaws for the Homeowners Association shall be reviewed, approved, and recorded with Phase 1 final plat
• Homeowners Association shall be professionally managed and shall be in place to enforce and abate all community association covenants, conditions, and restrictions
• Homeowners Association shall be responsible for the maintenance and upkeep of all open space and improvements built throughout the development, including the maintenance and upkeep of all drainage easements and Detention/Retention/Water Quality Pond Areas.

Environmentally Sensitive Areas
• No unauthorized disturbances of environmentally sensitive areas as defined by the U.S. Army Corps of Engineers, NCDEQ, Lee County, and the City of Sanford Planning Department

Fire Code and Blasting
• Development must comply with the 2012 NC fire Prevention Code or current edition adopted for use by the City of Sanford. This includes, but is not limited to, the access roadway requirements, hydrant locations, and blasting.
• Blasting operations shall be conducted in accordance with provisions of the NC Fire Prevention Code.

If approved, the proposed approximate timing of the development will be Phase 1 to begin in the fourth quarter of 2019, Phase 2 to begin in the fourth quarter of 2020, and Phase 3 to begin in the 1st quarter of 2022. Ultimately, project timing is market driven and cannot be a dictated by Planning/Zoning.

Please reference the attached site plan/conceptual preliminary plat, the conceptual architectural elevations, and the written information provided for this project. If this rezoning request is approved and the project moves forward, an actual preliminary subdivision plat will need to be reviewed/approved by the Planning Board and the City Council in the future, prior to the final plat being recorded.

Also, the information submitted for this rezoning request was reviewed by the Sanford/Lee County/Broadway Technical Review Committee (TRC) and the board was amenable with the request moving forward for review & a decision by the Planning Board and the City Council. All outstanding TRC revisions must be addressed prior to the development of the site in the manner proposed.

The Sanford Fire Department will require the a roadway connection that meets all applicable codes/policies to be constructed to connect Phase 1 to Boone Trial Road/US Hwy 421 Business prior to the final plat for Phase 2 being recorded to ensure access for emergency service vehicles and due to safety concerns with construction equipment coming through a completed phase to start work within additional phases of the subdivision. The Fire Department, in conjunction with the City of Sanford Engineering Department, may require that the water main lines be extended in a similar manner also due to safety concerns.

Overlay Districts & Area Plans
Flood Hazard Area: The subject property has flood hazard area or 100-year floodplain associated with Purgatory Branch, a perennial stream that crosses the site within the common open space area near the Phase 3/Phase 4 line. Any/all land disturbing activities in the flood hazard area must comply with the Article 13, Flood Hazard Area Regulations of the UDO.
There are also several other perennial and intermittent streams that cross the site and a few wetland areas as illustrated on Sheet C1.0 of the conceptual civil drawing set. A perennial stream has continuous flow in parts of its stream bed all year round during years of normal rainfall. An intermittent stream normally ceases flow for weeks or months each year. Wetlands are areas where water covers the soil, or is present either at or near the surface of the soil all year or for varying periods of time during the year, including during the growing season. The prolonged presence of water creates conditions that favor the growth of specially adapted plants and promote the development of characteristic wetland soils. Wetlands may support both aquatic and terrestrial species. These existing conditions appear to be included within the common open space with the exception of five road crossings as illustrated on Sheet C 2.0 of the civil drawing set. These environmental features are regulated by the state (NCDEQ, etc.) and the federal government (U. S. Army Corps of Engineering, etc.).

The following is a general note included with all rezoning requests: Sanford, Lee County, and Broadway do not have local grading permits and rely on the NC Department of Environmental Quality to regulate land disturbing activities. For questions or concerns regarding land disturbing activities, contact the NC Division of Energy, Mineral, and Land Resources Sediment Program at 1612 Mail Service Center, Raleigh, NC 27699-1612 or call 919-707-9220 or visit the NCDEQ website at http://deq.nc.gov.

Utilities
The project is proposed to be served by public water via a water main line that is located in the right-of-way of Valley Road. This project is proposed to be served by an existing sanitary sewer main line that crosses the site and by sewer easements that connect to this sewer line on adjoining properties. The proposed water and sewer lines are illustrated on Sheet C3.0 of the conceptual civil drawing set. Any/all public water and sewer connections must be approved by the City of Sanford Engineering/Public Works Dept.

Transportation
The subject property has approximately 65ft of frontage on Forestwood Park Road (SR 1384) and approximately 50ft of frontage on Valley Road (SR 1325), both which are NCDOT maintained public streets with a 60ft right-of-way. The subject property has approximately 618ft of frontage on Boone Trial Road/US Hwy 421 Business, both which are NCDOT maintained public streets with a right-of-way that varies from 230ft to 268ft in the area of the subject property per GIS. New development that proposes to connect to any of these roadways must be approved by NCDOT to verify compliance with all applicable regulations.

The 2007 Lee County Comprehensive Transportation Plan Highway Map illustrates the portion of Valley Road that fronts the subject property as an existing boulevard that needs improvement. Forestwood Park Road is an existing Boulevard with no recommendations provided. Valley Road is also recommended for an on-road bike route.

There is a 2012 traffic count of 240 vehicles per day approximately 600 feet south of the Forestwood Park Road and Valley Road intersection, which is approximately 730ft north of the subject property. There is a 2011 traffic count of 420 vehicles per day approximately 800 feet west of the Boone Trial Road/US Hwy 421 Business and Forestwood Park Road intersection, which is approximately 450ft east of the subject property.
Conformance with the Long Range Land Use Plan
The Plan SanLee Land Use Plan identifies the future land use place type for this tract of land as “countryside”, which has the following characteristics:
- agricultural and undeveloped lands outside the Urban Service Area
- preservation of the country’s agricultural heritage encouraged
- conservation and maintenance of rural lifestyle supported
- limited residential density

Land use designations include schools, churches, single-family attached dwellings, farmland, forests, and conservation land. Forms of transportation include automobiles that share the roads with agricultural activity (with vehicular connectivity encouraged in new development) and pedestrians walking & bicycling on off-street trails. The zoning districts are RA-Residential Agricultural and RR-Residential Restricted. The maximum development density is one dwelling unit per two acres with deep building setbacks and a 35ft height limit. Utility infrastructure is well water and on-site wastewater disposal. The features character is two-lane rural highways, dispersed development pattern, and agricultural fields & forests. The page from the land use plan for “countryside” is included within the agenda for your reference.

It should be noted that during the development of the Land Use Plan, staff and the consultant debated the appropriate place type for this general area as either Countryside or Suburban Neighborhood. The area does have access to a large sewer main and is identified as a potential growth area in the Waste Water Master Plan and is contiguous to existing City Limits. As such it was considered a transitional area that could be placed in either category. The final draft of the plan did indicate a recommendation as “countryside” due to its proximity to surrounding farmland and to act as a buffer from the numerous Industrial uses along Boone Trial Road/US Hwy 421 Business. Again, however, it was recognized that due to the proximity of the sewer line and the current City Limits this area could also be reasonably developed as suburban neighborhood.

Public Information Meeting
A Public Information Meeting was held on December 6th with Planning staff, the applicant/owner, three project designers/engineers, and twenty-six adjoining property owners/area residents in attendance. The meeting was held in the City Council Chambers and lasted almost three hours with the following concerns and questions discussed.
- Residents of Wildwood Subdivision vehemently want the proposed “stub” street that would end at the property line adjoining the Wildwoods Subdivision eliminated from the design.  
  Note: After this meeting, the design was revised to remove the “stub” street.
- All of the trees on the property were recently cut, which has left the site very open and unattractive.
- Lack of a buffer between the proposed subdivision and the surrounding property owners, which creates a backyard to backyard design, with one backyard being the rear of a small urban residential lot in the City and the adjoining backyard being a larger rural lot within the County was seen as being potentially problematic. Potential incompatible uses mentioned were brush burning and the raising of animals that is allowed in the County, but not in the City.
- Lack of a buffer between the proposed subdivision and the surrounding property owners was repeatedly stated as a concern and it was suggested that a large fence be installed along the
exterior property line to separate the new residential subdivision from the adjoining property owners.

- There is existing rock in the area that may have to be “blasted” in order to develop the site in the manner proposed. “Blasting” from the 421 Bypass project damaged homes in the area for which the residents were not compensated and there is concern that these homes and/or other homes will be further damaged if “blasting” is used to develop this project and questions were posed regarding who would pay for damage to the homes when/if future “blasting” does occur.
- Concern was expressed regarding a possible lack of compliance with the State regulations for erosion control & sedimentation with regard to the timbering that has already taken place and future land disturbance, especially along the creeks that cross the site.
- It was strongly suggested that the project be redesigned to incorporate low-impact development design, which emphasizes conservation and use of on-site natural features to protect water quality and manage stormwater runoff.
- Concern was expressed regarding the amount of stormwater runoff that the subdivision would generate, given the amount of impervious surface that would be created on each lot with the development of the house and concrete driveways. The location and sizing of the proposed detention ponds did not appear to be adequate.
- Annexation of the property and if/how this would affect the adjoining property owners was discussed with the consensus being that the neighbors were fearful of and did not want to be annexed into the City.
- Area residents can leave things sitting out in their yards now and feel relatively safe. The creation of 390 new homes in the area, with the potential for townhomes and a mixed-use area, would bring lots of new residents to the area which may bring additional crime, noise, and lighting to the area that could adversely affect the rural country character and cause them to have to lock things up.
- The small lot sizes and small minimum building setbacks as compared to what the current zoning district requires was a concern.
- The cost and appearance of the proposed homes was discussed.

Additional concerns that were expressed either via phone call or email are provided below.

- A resident of Wildwood Subdivision that owns several vacant wooded lots next to his house expressed concern that his private wooded property will become an area for littering; smoking; drinking; camping; etc. and used as a common area for Stone Brook’s teenagers looking to escape view. He proposed that a substantial privacy fence be constructed to protect his property rights from the unwanted trespassing. Additionally, he is concerned about what appears to be a proposed ingress/egress for the 400+ homes that funnels through “our tiny little 1980’s neighborhood”, which is not equipped to handle and does not want the potential traffic that could flow through it seeking exit on Valley Road/Cool Springs Road. Also, there is a small private pond that the property owners do not have the ability to police from the 400+ potential homeowners that would be given direct access to our neighborhood if the roadway connection was constructed.
- Another resident of Wildwood Subdivision expressed concern regarding the proposed future roadway connection to the Wildwoods Subdivision. She does not want the additional vehicular or pedestrian traffic that this could bring to her quiet neighborhood.
Staff Recommendation
Staff has reviewed several reiterations of this subdivision design and, to the developer’s credit, the overall design has been revised to address some of our concerns and questions. Design features, such as a community area and active park area, have been incorporated into the design in an attempt to create a residential community, as opposed to a typical residential subdivision. Sidewalks have been added on both sides of the streets to encourage and allow for pedestrian circulation to points of interest within the neighborhood. The design incorporates the floodplain into the common open space, as opposed to being included in the individual lots. Streets have been “stubbed” to the property lines in several locations to allow for future connectivity when/if there is development on adjoining lots, which is beneficial for emergency services and connecting neighborhoods to one another, goods/services, and institutional uses, such as parks and schools.

While progress has been made with the overall design, several outstanding concerns remain. A range of lot sizes and house sizes is encouraged so that there are several levels of single-family housing available within this neighborhood. The current design has one standard lot size with one level of home available. (Examples of six architectural styles provided that meet the same criteria/description.) While the developer did reserve 8.6 acres as a future townhome area, this is the only other housing style/type incorporated into this large neighborhood and the timing for the development of this area is uncertain.

Incorporating a landscape buffer, perhaps within a common area, around the perimeter of the subdivision that provides both a visual and physical barrier between the adjoining tracts of land and the new subdivision is encouraged since the urban design of the subdivision is so different from rural design of the adjoining lots and since the perimeter of the site adjoins private property on so many sides as opposed to a public road. Retaining and utilizing existing mature trees within a perimeter landscape buffer is also encouraged; however, this recommendation cannot be met given that the site was clear cut prior to submittal of a subdivision design for review. Staff encourages phasing the project starting at the major roadway (Boone Trial Road/US Hwy 421 Business) and progressing further into the site towards Valley Road and Forestwood Park Road to allow for the a more visible main entrance that has the least impact on the residential neighbors with construction and residential traffic.

In summary, while staff understands that development is market driven and concedes that the overall design has been revised to address some of our concerns and questions, there are still changes that can be made to address the concerns of both staff and the neighbors that may meet the intent of the “countryside” designation while creating a design that is beneficial to both the developer and the area residents of Sanford/Lee County for both the near future and many years to come.

Staff Information Regarding a Recommendation from the Planning Board
The recommendation from the Planning Board should include language describing whether its action is consistent with an adopted comprehensive plan and any other officially adopted plan that is applicable and other matters as deemed appropriate by the board. The board may also include language briefly explaining why it considers the recommendation to be reasonable and in the public interest.
Application by Terry Slate to rezone three vacant tracts of land totaling 168 + acres from RR, Residential Restricted to Stone Brook Conditional Mixed Use-PUD.
Tax Parcels 9634-14-7642-00, 9634-04-4681-00, and 9624-96-0209-00.
Application by Terry Slate to rezone three vacant tracts of land totaling 168 + acres from RR, Residential Restricted to Stone Brook Conditional Mixed Use-PUD. Tax Parcels 9634-14-7642-00, 9634-04-4681-00, and 9624-96-0209-00.
Application by Terry Slate to rezone three vacant tracts of land totaling 168 + acres from RR, Residential Restricted to Stone Brook Conditional Mixed Use-PUD. Tax Parcels 9634-14-7642-00, 9634-04-4681-00, and 9624-96-0209-00.
Application by Terry Slate to rezone three vacant tracts of land totaling 168 + acres from RR, Residential Restricted, to Stone Brook Conditional Mixed Use-PUD.

Tax Parcels 9634-14-7642-00, 9634-04-4681-00, and 9624-96-0209-00.
Application by Terry Slate to rezone three vacant tracts of land totaling 168 + acres from RR, Residential Restricted to Stone Brook Conditional Mixed Use-PUD. Tax Parcels 9634-14-7642-00, 9634-04-4681-00, and 9624-96-0209-00.
RR, RESIDENTIAL RESTRICTED ZONING DISTRICT
Please note: This list was created by Sanford/Lee County Planning & Development staff as a summary of the permitted land uses within a specific zoning district and is intended for general informational purposes. Staff makes every effort to ensure that the information provided is accurate and up-to-date; however, it is recommended that you verify with Planning & Development staff that the proposed use is permitted within the specific zoning district and discuss any/all development requirements prior to pursuing a project. This information is applicable for the jurisdictions of the City of Sanford, Lee County and the Town of Broadway in North Carolina.

USES PERMITTED BY RIGHT
The uses listed below are permitted by right, subject to any/all other applicable standards of the Unified Development Ordinance (for example, parking requirements).

<table>
<thead>
<tr>
<th>Accessory Uses</th>
</tr>
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<tbody>
<tr>
<td>Accessory uses (See Section 5.1)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Residential Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwelling, Modular home</td>
</tr>
<tr>
<td>Dwelling, Single-family detached</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Arts, Recreation &amp; Entertainment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks, playgrounds, and athletic fields operated on a noncommercial basis</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Education, Public Administration, Health Care, and Institutional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Religious Complex (less than 350 seats), new site</td>
</tr>
<tr>
<td>Religious Complex (any size), addition to existing complex/site</td>
</tr>
<tr>
<td>Schools, Pre-K –Secondary (nursery and preschool, grade schools, elementary, middle, and high school), addition to existing site</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transportation, Communication, and Utilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility lines (including electric lines, phone/cable lines, distribution circuits, gas/fuel lines, water lines, steam/air conditioning lines, irrigation channels, and sewer/waste water lines)</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Agriculture</th>
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</thead>
<tbody>
<tr>
<td>Animal Production and Support Services, (unincorporated Lee County)</td>
</tr>
<tr>
<td>Crop Production and Support Functions, (unincorporated Lee County)</td>
</tr>
<tr>
<td>Forestry and Logging and Support Services, (unincorporated Lee County)</td>
</tr>
</tbody>
</table>

USES PERMITTED WITH DEVELOPMENT REGULATIONS
The uses listed below may either be permitted by right or upon approval of a Special Use Permit, but are also subject to the requirements of Article 5 Supplemental Development Regulations of the Unified Development Ordinance (for example, daycares are required to install a fence around outdoor play areas).

<table>
<thead>
<tr>
<th>Residential Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessory Dwellings (See Section 10.4)</td>
</tr>
<tr>
<td>Home Occupations (See Section 5.16)</td>
</tr>
</tbody>
</table>
Travel Trailer / Recreational Vehicle / Motor Home / Camper, to be used as a Temporary Residence, Unincorporated Lee County and ETJ areas of Sanford and Town of Broadway (See Section 5.34.2.9)

<table>
<thead>
<tr>
<th>Accommodations and Group Living</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bed &amp; breakfast inn (See Section 5.4)</td>
</tr>
<tr>
<td>Family Care Homes (See NCGS 168-21) (See Section 5.12)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Industrial &amp; Manufacturing Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landfills, LCID (2 acres or less in size) (See Section 5.19)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Art, Recreation &amp; Entertainment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stables/Riding Academies</td>
</tr>
<tr>
<td>Stable, Accessory to Dwelling</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Education, Public Administration, Health Care, and Institutional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day Care facility, Home Child Care (See Section 5.10)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transportation, Communication, and Utilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solar Collectors, Residential (See Section 5.40)</td>
</tr>
</tbody>
</table>

### USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT

The uses listed below are permitted in the respective zoning district only after review and approval of a Special Use Permit by the Board of Adjustment for the applicable jurisdiction in accordance with Article 3 Zoning and Permitting Procedures, Section 3.5 Special Use Permits of the Unified Development Ordinance. Special uses are subject to any/all applicable general design standards, any development regulations that apply to the specific use and those requirements that may reasonably be imposed by the respective board as per the Unified Development Ordinance.

<table>
<thead>
<tr>
<th>Accommodations and Group Living</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dormitories for the students of colleges, commercial schools, staff of hospitals</td>
</tr>
<tr>
<td>Nursing, Supervision, Adult Care Homes, Group Care Facilities and other rehabilitative services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Arts, Recreation &amp; Entertainment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fitness and recreational sports, gym, health spa, reducing salon, swimming pool/auditorium, racquet club or athletic club (not otherwise listed)</td>
</tr>
<tr>
<td>Golf courses, public and private</td>
</tr>
<tr>
<td>Golf driving ranges</td>
</tr>
<tr>
<td>Sports stadiums or arenas</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Education, Public Administration, Health Care, and Institutional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civic, Social, and Fraternal Organizations, including community centers, meeting halls, community halls, reception halls, wedding halls for assembly and recreation</td>
</tr>
<tr>
<td>Fire, sheriff, and emergency services</td>
</tr>
<tr>
<td>Governmental Functions, not otherwise listed</td>
</tr>
<tr>
<td>Libraries</td>
</tr>
<tr>
<td>Religious Complex (more than 350 seats), new site</td>
</tr>
<tr>
<td>Schools, Continuing Education (alternative, adult colleges and universities, and technical, trade, and other specialty schools)</td>
</tr>
<tr>
<td>Schools, Pre-K – Secondary (nursery and preschool, grade schools, elementary, middle, and high</td>
</tr>
</tbody>
</table>
USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT THAT HAVE SPECIFIC DEVELOPMENT REGULATIONS

The uses listed below are permitted in the respective zoning district only after review and approval of a Special Use Permit by the Board of Adjustment for the applicable jurisdiction in accordance with Article 3 Zoning and Permitting Procedures, Section 3.5 Special Use Permits of the Unified Development Ordinance. In addition to any/all applicable general design standards and those requirements that may reasonably be imposed by the respective board, these uses have specific standards that must be adhered to as per the Unified Development Ordinance (for example, fencing is required around the base of telecommunication towers, including any structures or guy wires).

<table>
<thead>
<tr>
<th>Industrial &amp; Manufacturing Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landfills, C&amp;D or LCID (greater than 2 acres in size) (See Section 5.20)</td>
</tr>
<tr>
<td>Mining and Quarries, Unincorporated Lee County and City of Sanford only (See Section 5.23)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Education, Public Administration, Health Care, and Institutional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cemeteries, public and private (does not include individual family plots) (See Section 5.6)</td>
</tr>
<tr>
<td>Day Care facility, Child Care Center (See Section 5.10)</td>
</tr>
<tr>
<td>Day care facility, Adult (See Section 5.38)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transportation, Communication, and Utilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solar Collectors, Commercial (See Section 5.39)</td>
</tr>
<tr>
<td>Telecommunication towers (See Section 5.33)</td>
</tr>
</tbody>
</table>
COUNTRYSIDE
✓ Agricultural and undeveloped lands outside the Urban Service Areas
✓ Preservation of county’s agricultural heritage encouraged
✓ Conservation and maintenance of rural lifestyle supported
✓ Limited residential density

Local Example - Avents Ferry Road Corridor in northeast Lee County

LAND USE

Residential
- Single Family Detached Dwellings
- Farmland, Forests, Conservation Land

Civic
- Schools, Churches

Working Lands
- Farmland, Forests, Conservation Land

TRANSPORTATION

Low Priority Mode
- Off-street trails

High Priority Mode
- Share roads with agricultural activity
- Vehicular connectivity

Development Density
✓ Maximum 1 dwelling unit / 2 acres
✓ Deep Building Setbacks
✓ 35 Foot Height Limit

Utility Infrastructure
✓ Well Water
✓ On-Site Wastewater Disposal

Preferred Character
✓ Two-Lane Rural Highways
✓ Dispersed Development Pattern
✓ Agricultural Fields + Forests

CONTEXT

Current Districts
✓ RA (Primary)
✓ RR (Secondary)

Proposed Districts
✓ Agricultural District (Primary)
✓ Countryside Residential District (Secondary)
ADJOINING PROPERTY OWNERS LIST

PETITION BY: Terry Slate - Registered Agent for Pinnacle Partners, LLC
REQUEST: Rezone three tracts of land totaling 168+ acres from RR, Residential Restricted to Stone Brook Conditional Mixed Use – PUD Zoning District

This request is conditional upon annexation into the corporate City limits.

LOCATION & PIN: (Vacant) Boone Trail Road 9634-14-7642-00
(Vacant) Boone Trail Road 9634-04-4681-00
(Vacant) Valley Road 9624-96-0209-00

No. 2018-12-12 mailed letters regarding the public hearing moving to January

NOTE: A “0” property address number indicates that there are no addressed structures on the parcel.

DATE: 2018-12-07 updated after Public Information meeting
2018-12-12 mailed letters regarding the public hearing moving to January

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**Property Owner Info.**

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**HOA Information for the adjoining Wildwood Subdivision**

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<td>9624-94-6881-00</td>
<td>3113 Wild Forest Rd, Sanford, NC 27330</td>
<td>Tony Williams</td>
<td>Williams, Jamie</td>
<td>2018-11-27: Works for LCEH (ground floor) and requested a copy of all information for this project/rezoning (see file).</td>
<td>2018-12-13: Emailed info. regarding PH moving to January.</td>
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<td>57</td>
<td>No. 46-48</td>
<td><a href="mailto:blucas@localfirstbank.com">blucas@localfirstbank.com</a></td>
<td>Lucas, Ben</td>
<td>2018-12-06: Emailed concerns to share with developer/designers (on file).</td>
<td>Received AO PI letter.</td>
<td>2018-12-13: Emailed info. regarding PH moving to January.</td>
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<td>58</td>
<td>No. 37-38</td>
<td><a href="mailto:osbornesk@windstream.net">osbornesk@windstream.net</a></td>
<td>Scott Osborne</td>
<td>2018-12-03: Phone calls with questions. Received AO PI letter (see file).</td>
<td>2018-12-13: Emailed info. regarding PH moving to January.</td>
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<td>9634-02-0096-00</td>
<td>1626 Valley Road, Sanford, NC 27330</td>
<td>Tim Shaw</td>
<td>2018-12-06: Office visit to discuss project/rezoning and to pick up plans (on file).</td>
<td>Lives in the area &amp; request to receive future info.</td>
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<td><a href="mailto:esw@hwgwlaw.com">esw@hwgwlaw.com</a></td>
<td>Eddie Winstead, Attorney</td>
<td>2018-12-06: Phone call inquiry (see file).</td>
<td>2018-12-13: Emailed info. regarding PH moving to January.</td>
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<td>61</td>
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<td>308 Forestwood Park Rd, Sanford, NC 27330</td>
<td>Harvey Parker</td>
<td>2018-12-03: Saw signs &amp; called &amp; spoke with Bill Morgan. Questions about rezoning/project &amp; may attend the PI mtg. Lives in the area &amp; request to receive future info. (see file)</td>
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<td>62</td>
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<td>886 Forestwood Park Rd, Sanford, NC 27330</td>
<td>Vanessa Rogers</td>
<td>2018-12-04: Saw signs &amp; called with questions.</td>
<td>Lives in the area &amp; request to receive future info. (see file)</td>
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<td>3119 Wild Forest Road, Sanford, NC 27330 <a href="mailto:debbie.davidson@leecountync.gov">debbie.davidson@leecountync.gov</a></td>
<td>Debbie Davidson</td>
<td>2018-12-06: Emailed MD &amp; DM, works for Lee Co. and is asking for info.</td>
<td>Lives in the area &amp; request to receive future info. (see file)</td>
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<td>64</td>
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<td>P.O. Box 1595, Sanford, NC 27331</td>
<td>Shirley Emerson</td>
<td>2018-12-05: Saw the signs &amp; lives in the area &amp; request to receive future info. (see file).</td>
<td>Lives at 438 Forestwood Park Rd, Sanford, NC 27330.</td>
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<td><a href="mailto:MLConsulting09@yahoo.com">MLConsulting09@yahoo.com</a></td>
<td>Mark Lyczkowski</td>
<td>2018-12-06: Heard about the subdivision &amp; request to receive future info. (see file)</td>
<td>2018-12-13: Emailed info. regarding PH moving to January.</td>
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<td>1413 Palmetto Path, Sanford, NC 27330</td>
<td>Marsha Ligon</td>
<td>2018-12-07: Attended PI mtg &amp; request to receive future info.</td>
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<td>740 Forestwood Park Rd, Sanford, NC 27330</td>
<td>Leo McKenzie, Jr.</td>
<td>2018-12-07: Attended PI mtg &amp; request to receive future info.</td>
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<td>639 Browning Place, Winston Salem, NC 27103 <a href="mailto:Gdav_2793@yahoo.com">Gdav_2793@yahoo.com</a> 336-782-8241</td>
<td>Gregory Davis</td>
<td>2018-12-18: Attended the Sanford City Council meeting anticipating a public hearing for this project. His father is an adjoining property owner (Alexander Davis) and the son would like to receive the mailings &amp; information also.</td>
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(0) = Vacant, no addressed structures on the parcel.
Zoning Map Amendment (Rezoning) Application

Circle Jurisdiction That Applies:

City of Sanford
Lee County
Town of Broadway

1. Applicant Name: Harrington Properties of NC, LLC
2. Applicant Address: 2659 San Lee Dr., Sanford, NC 27330
3. Applicant Telephone: 919-270-5969

4. Name and Address of Property Owner(s) if different than applicant:

5. Location of Subject Property: Golf Course Rd
Lee Co. P.I.N. 9644-01-3681-00

6. Total Area Included in Rezoning Request: 2.69 Acres

7. Zoning Classification: Current: R-20 Requested: Conditional R-6

8. Existing Land Use(s): Vacant

9. Reason(s) for Requesting a Zoning Map Amendment (Rezoning): To build 10 New Homes

10. Signature(s) of Applicant (and Property Owners if different from Applicant).

   I hereby acknowledge that the information contained herein is true. It is further understood that this application will be reviewed for completeness and accuracy and that it shall not be scheduled for official consideration until all required contents are submitted in proper form to the Sanford/Lee Zoning & Design Review Department.

   Brandon Harrington 11/16/18
   Signature of Property Owner(s) (Sign & Print)

   Date

Required Attachments/Submittals

A. A completed rezoning application (incomplete applications/submittals will not be accepted or processed.

B. A copy of a current Lee County Tax Map illustrating the location of the area to be rezoned. If the exterior boundary of the area to be rezoned does not follow along existing property boundaries, then the applicant shall be required to submit a metes and bounds (legal) description describing the area requested for rezoning.

C. A copy of the latest deed for the subject property as recorded at the Lee County Register of Deeds Office.

D. A $500.00 Application fee, payable to the City of Sanford is required before processing the application.

E. *If the requested rezoning is for a Conditional Zoning District, a Supplemental Application for Conditional Zoning District must also be included, along with an additional $250.00 fee ($750 total fee for Conditional Zoning).

F. The submission deadline is the 2nd Friday of each month at 12:00pm/noon for the rezoning to be heard the following month.
$750 FEE
($750 Total Conditional Rezoning Fee, No Standard Rezoning Fee Included with this Request.)

Supplemental Application for Conditional Zoning District
(To be submitted with an Application for Zoning Amendment)

Circle Jurisdiction That Applies:

City of Sanford  Lee County  Town of Broadway

1. Type of Conditional Zoning District (Type 1 or Type 2)  Type 2, R-6-C

2. Describe in detail the use(s) requested as part of the Conditional Zoning District (use separate sheet if necessary):  10 LOT SINGLE FAMILY DETACHED RESIDENTIAL

3. Describe in detail any additional conditions of development proposed as part of the Conditional Zoning District. Such conditions should include (as applicable):
   - The location on the property of the proposed use(s);
   - The number of dwelling units;
   - The location and extent of supporting facilities such as parking lots, driveways, and access streets;
   - The location and extent of all landscaping areas, buffer areas and other special purpose areas;
   - The timing of development;
   - The location and extent of rights-of-way and other areas to be dedicated for public purposes;
   - Details on architectural features and scale of proposed structures; and
   - The location and extent of any pedestrian elements (sidewalks, trails, etc.).

   Conditions may be listed on additional, separate sheets if necessary. Additionally, a scaled site plan shall be submitted illustrating all conditions as described in the text.

   Please see attached conditions, photographs (3), and sketch plan.

4. Signature(s) of Applicant (and Property Owners if different from Applicant).

   I hereby acknowledge that by submitting this Conditional Zoning application, I am voluntarily requesting that restrictions on the use of land and/or zoning conditions of development be placed upon the subject property as included in this petition. An application fee in the amount of $750.00 (see Fee Schedule), payable to The City of Sanford is required before processing the application. The application submission deadline is the second Friday of the month. The petition will be heard the following month at the scheduled public hearing.

   [Signature]
   [Date]

Signature (Sign & Print)

L:\Forms & Certifications\CZ Supplemental Appl (Updated 2018-07-02)
CONDITIONAL ZONING REQUEST

PROJECT: GOLF COURSE ROAD – RESIDENTIAL DEVELOPMENT

OWNER: HARRINGTON PROPERTIES OF NC (BRANDON HARRINGTON)

CIVIL: J THOMAS ENGINEERING, INC. (JEREMY R. THOMAS, PE)

CONDITIONS OF DEVELOPMENT (ITEM 3 ON APPLICATION FOR CONDITIONAL ZONING):

- The location on the property of the proposed use: The entire property is proposed for conditional zoning, R-6-C.
- The number of dwellings: 10
- The location and extent of supporting facilities such as parking lots, driveways, and access streets: There will be one new cul-de-sac street (proposed for City ownership). The new street section will include curb and gutter and sidewalk. Each home will have a separate concrete driveway to the attached garage.
- The location and extent of all landscaping areas, buffer areas and other special areas: Proposed is a 10’ wide common area at the entrance of the new development that will be well landscaped to provide a visual screen between Golf Course Road and new homes. Also, there is proposed a small common area (approx. 10,000 SF) at the rear of the development that will be left green intended for the homeowners’ use.
- The timing of development: As of now, construction will begin upon receiving development permits.
- The location of and extent of rights-of-way and other areas to be dedicated for public purposes: A 60’ wide public R/W is proposed on the new City street.
- Details on architectural features and scale of proposed structures: Homes will be similar to the ones shown on the attached three photographs.
- The location and extent of any pedestrian elements (sidewalks, trails, etc.): Sidewalk is proposed on the new City street.
APPLICATION# 2019-0102 TO AMEND THE LEE COUNTY ZONING MAP

Applicant: Harrington Properties of NC, LLC
Owner: Harrington Properties of NC, LLC - per Deed Book 1493, Page 368
Request: Rezone from Residential Single-family (R-20) to Residential-Mixed Conditional Zoning District (R-6-C) for the purpose of developing a 10 lot residential single-family home subdivision with an additional lot dedicated as open space.
This is a site plan/preliminary plat specific conditional zoning district with unique conditions that are legally binding on the land even in the event of a transfer of ownership.
Location: Vacant lot accessed via & on the south side of Golf Course Road, north of Fairway Woods Subdivision and to the east of Hawkins Avenue.
Township: West Sanford
Tax Parcel: 9644-71-3681-00
Adjacent Zoning: North: Residential Single-Family (R-20), opposite Golf Course Road
South: Residential Mixed (R-12)
East: Office & Institutional (O&I)
West: Residential Single-Family (R-20)

Introduction: Planning staff has received a rezoning application from Mr. Brandon Harrington of Harrington Properties of NC, LLC as the first step in the proposed development of a new residential single-family home subdivision off of Golf Course Road. The plan is to develop a subdivision that would be served by public water, public sanitary sewer and public streets.

Area and Site Description: Golf Course Road is located between Hawkins Avenue and the Sanford Municipal Golf Course and is north of the Fairway Woods subdivision and the US 421 Bypass. The site is a 2.7 ± acre parcel of vacant land.

Surrounding Land Uses: South of the site is an 87-lot residential subdivision, Fairway Woods, the third and final phase of which was approved in 2001 with 74 completed homes currently existing. To the west of the subject parcel is a 2.60 ± tract of land (Talbott land at 2212 Hawkins Avenue) with a single-family ranch style home built in 1965. To the east is a 3.62 ± tract of land (530 Golf Course Road) owned by the Sanford Shriner Club Holding Corporation. It is developed with an existing structure, built in 1997, according to Lee County tax records. To the north of the subject property, across Golf Course Road, is a 2.44 ± parcel (517 Golf Course Road) currently owned by BMER, LLC. It is developed with a wood-framed structure currently used by the Sanford Civitan Club as a social/fraternal hall.

Zoning District Information
Existing Zoning: The subject property is zoned Residential Single-Family (R-20), which is established to provide areas for low-density single-family uses, with a maximum of two dwelling units per acre,
which may provide buffers between the agricultural and R-20 classifications and the higher density areas of the County of Lee. It includes density and minimum lot size requirements in order to allow for market and design flexibility while preserving the neighborhood character. A list of permitted uses for the Residential Single-Family (R-20) district is included within the agenda for your reference.

The minimum lot width is 100ft, with a minimum lot size of 20,000sf, and a max building height of 40ft. The minimum building setbacks for a principal structure or house is as follows:

- **Front:** 30 feet, as measured from the right-of-way line of the proposed public street
- **Rear:** 30 feet, measured from the rear property line
- **Side(s):** 15 feet, measured from the side property lines

**Proposed Zoning:** Mr. Harrington’s proposal is a conditional zoning district created for the purpose of allowing a property owner to place additional conditions upon an existing, equivalent conventional, general use zoning district. Conditional Zoning District Type 2 would be the preferred zoning approach if a petitioner desired to (a) to reduce or narrow the number of permitted uses and/or (b) impose higher level design standards than that which exists within an equivalent general use zoning district. Conditional Zoning District Type 2 would also be practical in situations where a petitioner desires to install or construct additional buffers or other physical features that would serve to increase the protection afforded neighboring properties and/or the appearance of the proposed development.

Only the property owner(s) of a proposed Conditional Zoning District Type 2 shall be eligible to apply for rezoning to a Conditional Zoning District. The owner shall specify the use(s) of the property and shall propose additional conditions to ensure compatibility between the development and the surrounding neighborhood. The conditions shall include all of the following (as applicable):

- The location on the property of the proposed use(s);
- The number of dwelling units;
- The location and extent of supporting facilities (parking lots, driveways, and access streets);
- The location and extent of buffer areas and other special purpose areas;
- The timing of development;
- The location and extent of rights-of-way and other areas to be dedicated for public purposes;
- And any other such conditions the applicant may wish to propose.

The application shall include a site plan/plat and detailed narrative text that specifies the conditions that will govern the development and use of the property. If approved, this information is legally binding on the land; therefore, the site has to be developed as per the approved plans and conditions even if a property transfer were to take place. Any item not specifically addressed in the rezoning process must comply with the UDO standards.

As reminder, the conditional zoning process is a negotiated zoning process and, as such, the City Council and/or Planning Board may request that certain conditions be considered or altered. However, the petitioner must accept such conditions before inclusion in the conditional zoning district.

Also, the conceptual plans and conditions that are approved in conjunction with this project must comply with the technical specifications and requirements of all governmental agencies.

The following design standards are applicable for the Residential-Mixed Conditional Zoning District (R-6-C):
The minimum lot width is 60ft, with a minimum lot size of 6,000sf, and a max building height of 40ft. The minimum building setbacks for a principal structure or house is as follows:

Front: 20 feet, as measured from the right-of-way line of the proposed public street

Rear: 20 feet, measured from the rear property line

Side(s): 8 feet, measured from the side property lines

Specific conditions for this subdivision include the following:

- Land usage will be restricted to not more than 10 single-family homes
- The smallest lot size proposed on the plat is 7,100sf.
- A new cul-de-sac street will be constructed and proposed for City maintenance. The new street section will include curb and gutter, as well as sidewalk. Each dwelling will have a separate concrete driveway to its respective attached garage.
- A 10ft wide common area is to be located at the entrance of the new development that will be landscaped to provide a visual screen between Golf Course Road and the new home.
- A common area is proposed (approximately 10,000sf) at the rear of the development that will be left as green space intended for the homeowners’ use.
- A 60’ wide public right of way is proposed for the new street for City ownership.
- Architectural features and proposed scale of the dwellings to be constructed will be similar to photos of homes included in the rezoning application packet. Please refer to the attached photographs for examples.

Please reference the attached site plan/conceptual preliminary plat and the conceptual architectural elevations provided for this project. If this rezoning request is approved and the project moves forward, an actual preliminary subdivision plat will need to be reviewed/approved by the City of Sanford Planning Board and City of Sanford City Council in the future, prior to the final plat being recorded. The preliminary subdivision plat should be substantially the same as the concept that was presented as part of this rezoning request.

Also, the information submitted for this rezoning request was reviewed by the Technical Review Committee (TRC) on October 25th and the board was agreeable with the request moving forward for review & approval by the City of Sanford Planning Board and the Sanford City Council. All outstanding TRC revisions must be addressed prior to the development of the site in the manner proposed.

**Overlay Districts & Area Plans**

**Plan SanLee Land Use Plan:** The plan identifies the future land use place type for this tract of land as “suburban neighborhood”, which has the following characteristics:

- Residential areas on the outskirts of a core urbanized area
- Facilitates large scale development of single-family residential
- Walkable, with high degree of transportation connectivity between neighborhoods

Land use designations include forests, undeveloped open space, schools, churches, neighborhood parks, as well as detached and attached single-family dwellings. Forms of transportation include automobiles (vehicular connectivity is encouraged in new development) that share the roads with pedestrian uses like sidewalks, off-street trails, transit and commercial area connections. Also included in transportation is on-street bike lanes and off trail bicycle systems, and public transit. The current zoning districts are residential single-family (R-20, R-14, R-12SF, and R-12). The maximum development density is four to seven units per acre with moderate building setbacks and a 35ft height limit. Utility infrastructure is
public water and public wastewater. The preferred character is interconnected curvilinear streets, 600ft block lengths, curb & gutter with sidewalks, and street trees.

Utilities
The subject property appears to have access to public water via a 6-inch public water main located in the right-of-way of Golf Course Road. The subject property does not currently have access to public sewer, but does have access to an existing 15ft sewer easement that would allow for a sewer extension from the adjoining property within Fairway Woods subdivision. Sewer will either be extended using the existing easement or via a new sewer easement that they developer is currently negotiating, both of which are illustrated on the subdivision site plan/plat. As a general rule, any and all new development must comply with the rules and regulations of the Sanford Public Works Department regarding the extension of and/or connection to public City maintained utilities.

Transportation
The subject property has approximately 303.9ft of frontage on Golf Course Road, which is a City of Sanford maintained roadway with a 60ft right-of-way. The 2007 Lee County Comprehensive Transportation Plan Highway Map illustrates Hawkins Avenue as an existing minor thoroughfare, with a recommendation that it needs improvement. There is a 2013 traffic count of 6,500 vehicle per day at a point approximately 1,250 feet north of the site, measured from the intersection of Hawkins Avenue and Golf Course Road, located at Lee Memory Gardens, 2600 Hawkins Avenue.

Public Information Meeting
A public information was held on November 29th with Planning staff, the developer, the project engineer, and four adjoining property owners in attendance. The major topics of conversation were tree removal, sanitary sewer extension, erosion control, traffic, and the condition of Golf Course Road.

Staff Information Regarding a Recommendation from the Planning Board
The recommendation from the Planning Board should include language describing whether its action is consistent with an adopted comprehensive plan (the Plan SanLee) and any other officially adopted plan that is applicable and other matters as deemed appropriate by the board. The board may also include language briefly explaining why it considers the recommendation to be reasonable and in the public interest.

Staff Recommendation
Staff recommends that the Boards support this rezoning request. In making this recommendation, staff finds that the rezoning proposal from residential single-family (R-20) to Residential-Mixed Conditional Zoning District (R-6-C) appears to be in keeping with the land uses described in the Plan SanLee and use plan. The inclusion of detached single-family dwellings and undeveloped open or green space is consistent with the “suburban neighborhood” land use plan for this parcel. The conceptual home designs proposed are similar to architectural styles found in the area along McNeill Road. The proposed development will be created on a new public street with sidewalks, establishing its own “sense of place,” while maintaining vehicle connectivity to Hawkins Avenue by way of Golf Course Road. This request appears to be reasonable and in the public interest based upon the availability of public utilities. Please note that the information presented at the public hearing should also be considered regarding a final decision on the requested zoning map amendment.
Request to rezone one 2.69 acre tract of land addressed as 0 Golf Course Road from R-20 to R-6-C (R-6 Conditional Zoning) for the purposes of developing a residential single-family home subdivision. The subject property is identified as Tax Parcel 9644-71-3681-00 as depicted on Lee County Tax Map 9644.04.
SUBURBAN NEIGHBORHOOD

✓ Residential areas on the outskirts of a core urbanized area
✓ Facilitates large scale development of single family residential
✓ Walkable, with high degree of transportation connectivity between neighborhoods and surrounding network thoroughfares

Local Example - Westlake Valley Neighborhood in Sanford
**R-20, RESIDENTIAL SINGLE-FAMILY ZONING DISTRICT**

Please note: This list was created by Sanford/Lee County Planning & Development staff as a summary of the permitted land uses within a specific zoning district and is intended for general informational purposes. Staff makes every effort to ensure that the information provided is accurate and up-to-date; however, it is recommended that you verify with Planning & Development staff that the proposed use is permitted within the specific zoning district and discuss any/all development requirements prior to pursuing a project. This information is applicable for the jurisdictions of the City of Sanford, Lee County and the Town of Broadway in North Carolina.

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**USES PERMITTED BY RIGHT**
The uses listed below are permitted by right, subject to any/all other applicable standards of the Unified Development Ordinance (for example, parking requirements).

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<tr>
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**USES PERMITTED WITH DEVELOPMENT REGULATIONS**
The uses listed below may either be permitted by right or upon approval of a Special Use Permit, but are also subject to the requirements of Article 5 Supplemental Development Regulations of the Unified Development Ordinance (for example, daycares are required to install a fence around outdoor play areas).

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<tr>
<td>Home Occupations (See Section 5.16)</td>
</tr>
<tr>
<td>Travel Trailer / Recreational Vehicle / Motor Home / Camper, to be used as a Temporary Residence (Unincorporated Lee County and ETJ areas of Sanford and Broadway)</td>
</tr>
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<td>-----------------------------------------------------</td>
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<td>Sewage treatment and water treatment plants</td>
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design standards and those requirements that may reasonably be imposed by the respective
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<th>Industrial &amp; Manufacturing Uses</th>
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<td>Landfills, C&amp;D or LCID (greater than 2 acres in size) (See Section 5.20)</td>
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<td>Mining and Quarries, Unincorporated Lee County and City of Sanford only (See Section 5.23)</td>
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<td>Solar Collectors, Commercial (See Section 5.39)</td>
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<td>Telecommunication towers (See Section 5.33)</td>
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R-6, RESIDENTIAL MIXED ZONING DISTRICT
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<td>Family Care Homes (See NCGS 168-21 and Section 5.12)</td>
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Schools, Pre-K – Secondary (nursery and preschool, grade schools, elementary, middle, and high school), new site  
**Transportation, Communication, and Utilities**  
Sewage treatment and Water treatment plants  
**Agriculture**  
Crop Production and Support Functions, (Sanford and Broadway)  

**USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT THAT HAVE SPECIFIC DEVELOPMENT REGULATIONS**  
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**Industrial & Manufacturing Uses**  
Landfills, C&D or LCID, greater than 2 acres in size (See Section 5.20)  
Mining and Quarries (Unincorporated Lee County and City of Sanford only) (See Section 5.23)  
**Education, Public Administration, Health Care, and Institutional**  
Cemeteries, public and private (does not include individual family plots) (See Section 5.6)  
Day Care facility, Child Care Center (See Section 5.10)  
Day Care facility, Adult (See Section 5.38)  
**Transportation, Communication, and Utilities**  
Telecommunication towers (See Section 5.33)
The recommendation for this preliminary plat is subject to the Planning Board taking action on the rezoning request associated with this subdivision (item 2 on the agenda) and subject to the Sanford City Council approving the rezoning request associated with this subdivision.

Introduction
Harrington Properties of NC is seeking approval for a preliminary plat for Golf Course Road Residential Subdivision, a new 10 lot residential single-family home subdivision, with an additional lot dedicated for open space. All lots are proposed to be served by public water, public sewer and a public street. The design incorporates curb & gutter and a sidewalk on both sides of the public street.

Location: Off of Golf Course Road, which is a City of Sanford maintained roadway
Property Owner: Harrington Properties of NC, LLC
Project Developer: Harrington Properties of NC, LLC
Project Engineer: J Thomas Engineering, Inc.
Township: West Sanford
Ward: City Council Ward 2
Tax Parcel: 9644-71-3681-00
Tax Maps: 9643.01 and 9643.03
Total Lots: 11 total, 10 residential lots and one lot dedicated as open space
Zoning: Residential Single-family (R-20)
Acreage: 2.7 ±
Minimum Lot Size: 6,000sf per the R-6-C zoning district
Smallest Lot Size: 7,269sf or 0.166 of an acre per the site plan associated with the request
Largest Lot Size: 11,700sf or 0.268 of an acre (Lot 6)
Linear Feet of Street: 360 ± linear feet
Street: Public Street, City of Sanford
Water & Sewer: Public Water & Sewer, City of Sanford
Fire District: Central Fire Station, per GIS

Area & Site Description
The subject property is one tract of vacant land located off of Golf Course Road, which is off of Hawkins Avenue.

Zoning District Information
Current Zoning
The minimum lot width is 100ft, with a minimum lot size of 20,000sf, and a max building height of 40ft. The minimum building setbacks for a principal structure or house is as follows:
Front: 30 feet, as measured from the right-of-way line of the proposed public street
Rear: 30 feet, measured from the rear property line
Side(s): 15 feet, measured from the side property lines
**Current Zoning**
The minimum lot width is 60ft, with a minimum lot size of 6,000sf, and a max building height of 40ft. The minimum building setbacks for a principal structure or house is as follows:
- Front: 20 feet, as measured from the right-of-way line of the proposed public street
- Rear: 20 feet, measured from the rear property line
- Side(s): 8 feet, measured from the side property lines

Note: The smallest lot size illustrated on the plans is 7,260sf.

**Overlay Districts & Area Plans**
- **Overlay District**: This site is not located within an overlay district.
- **Small Area Plans**: This site is not located within an area included in a small area plan.
- **Plan SanLee Land Use Plan**: The plan identifies the future land use place type for this tract of land as “suburban neighborhood”, which has the following characteristics:
  - Residential areas on the outskirts of a core urbanized area
  - Facilitates large scale development of single-family residential
  - Walkable, with high degree of transportation connectivity between neighborhoods

**Staff Analysis**
The topography slopes downward from Golf Course Road towards the south/rear of the proposed for development. Sanford/Lee County does not have a local grading permit and relies on the North Carolina Department of Environmental Quality (NCDEQ) to regulate land disturbing activities. A sedimentation and erosion control plan for this project must be approved by NCDEQ and a copy of the approval must be on file with the Planning Department prior to recordation of the final subdivision plat.

**Other Conditions/ Requirements/Notes:**
1. The TRC reviewed the revised design on October 25th and was agreeable with the preliminary plat moving forward for review & approval by the Planning Board and the City Council. All TRC technical revisions must be addressed prior to the final plat being recorded.
2. NCDEQ approval will be required if the developer disturbs an acre or greater.
3. The preliminary plat shall be valid for two years is approved by the Sanford City Council.
4. All public utilities (water/sanitary sewer/streets) must be installed or a financial guarantee posted prior to recording the final plat. All financial guarantees must comply with the UDO standards and accepted by the Sanford City Council.
Notice is hereby given that the City Council and Planning Board for the City of Sanford will hold a joint public
hearing on Tuesday, January 15, 2019, in the Council Chambers of the Sanford Municipal Center, 225 East
Weatherspoon Street, Sanford, N.C. The Boards will consider two (2) amendments to the Sanford Zoning Map.
The hearings will begin at 6:00 p.m. or as soon thereafter as deemed practical by the City Council. The
rezoning applications are described below:

1. Application by Terry Slate to rezone three vacant tracts of land totaling 168 ± acres with frontage/access
off of Boone Trail Road/US Hwy 421, Forestwood Park Road (SR 1384), and Valley Road (SR 1325)
from RR, Residential Restricted to Stone Brook Conditional Mixed Use-PUD Conditional Zoning
District to allow the development of a 390 lot residential subdivision with a future townhome area and a
future mixed use area. The subject property is identified as Tax Parcels 9634-14-7642-00, 9634-04-4681-
00, and 9624-96-0209-00 as depicted on Lee County Tax Maps 9634.03, 9634.01, 9624.02, and 9624.04.
This rezoning request is conditional upon the subject property being annexed into the corporate City
limits, for which the public hearing will also be held on at 6:00pm on January 15, 2019.

2. Application by Harrington Properties of NC, LLC to rezone one tract of land totaling 2.69 +/- acres
located in the northeast quadrant of the Hawkins Avenue and US Hwy 421 Bypass intersection with
frontage on Golf Course Road (just off Hawkins Avenue) from the current zoning of R-20 to Conditional
R-6 (R-6-C). The property is the same as depicted on Lee County Tax Map 9644.04 as Tax Parcel 9644-
71-3681-00 and is labeled as “Lot 2C” on a survey map recorded in Plat Cabinet 2, Slide 652 of the Lee
County Register of Deeds Office.

The public is cordially invited to attend. Further information may be obtained from the Sanford/Lee County
Community Development Department, 115 Chatham Street, Sanford, NC 27330 or by calling (919) 718-4656.
Upon request and with 24-hour notice, the City will provide an interpreter for the hearing impaired or any other
type of auxiliary aid.

Cualquier cuidadano que tenga preguntas o comentarios de las cosas al referido, puede comunicarse a el
departamento de desarrollo para Sanford/Condado de Lee, llame al (919) 718-4656.

By Bonnie Davis, City Clerk

Please publish in the Legal Notices Section of the Sanford Herald on Friday, January 4, 2019 and on
Friday, January 11, 2019. If you have any questions regarding this notice, please call Amy McNeill at 919-
718-4656, ext 5397. Please reference this account number (30031885) on the invoice and refer to as City of
Sanford Zoning Notice.

Please send publisher’s affidavit to the Sanford/Lee County Community Development Office, P.O. Box 3729,
Sanford, NC, Attention: Angela Baker. Thank you.
January 4, 2019

Dear Adjacent Property Owner:

The Zoning Ordinance of the City of Sanford, North Carolina requires that adjacent property owners be notified when a request for a change in zoning classification has been scheduled for a public hearing before the Sanford Planning Board and the Sanford City Council. Please contact Amy McNeill at amy.mcneill@sanfordnc.net or 919-718-4656, ext. 5397 if you would like a full set of plans associated with either rezoning request.

CITY OF SANFORD PUBLIC NOTICE

Notice is hereby given that the Sanford City Council and Sanford Planning Board will hold a joint public hearing on Tuesday, January 15, 2019, in the Council Chamber of the Sanford Municipal Center at 225 E. Weatherspoon Street, Sanford, N.C. The Boards will consider two (2) applications to amend the Official Zoning Map of the City of Sanford, NC. The hearings will begin at 6:00 p.m. or as soon thereafter as deemed practical by the Board. The rezoning applications are described below:

1. Application by Terry Slate to rezone three vacant tracts of land totaling 168 +/- acres with frontage/access off of Boone Trail Road/US Hwy 421, Forestwood Park Road (SR 1384), and Valley Road (SR 1325) from RR, Residential Restricted to Stone Brook Conditional Mixed Use-PUD Conditional Zoning District to allow the development of a 390 lot residential subdivision with a future townhome area and a future mixed use area. The subject property is identified as Tax Parcels 9634-14-7642-00, 9634-04-4681-00, and 9624-96-0209-00 as depicted on Lee County Tax Maps 9634.03, 9634.01, 9624.02, and 9624.04. This rezoning request is conditional upon the subject property being annexed into the corporate City limits, for which the public hearing will also be held on January 15, 2019.

2. Application by Harrington Properties of NC, LLC to rezone one tract of land totaling 2.69 +/- acres located in the northeast quadrant of the Hawkins Avenue and US Hwy 421 Bypass intersection with frontage on Golf Course Road (just off Hawkins Avenue) from the current zoning of R-20 to Conditional R-6 (R-6-C). The property is the same as depicted on Lee County Tax Map 9644.04 as Tax Parcel 9644-71-3681-00 and is labeled as “Lot 2C” on a survey map recorded in Plat Cabinet 2, Slide 652 of the Lee County Register of Deeds Office.

Cualquier ciudadano que tenga preguntas o comentarios de las cosas al referido, puede comunicarse a el departamento de desarrollo para Sanford/Condado de Lee, llame al (919) 718-4656.

Staff has been instructed to provide the following general information to adjacent property owners for future reference if/when the site associated with a rezoning request is developed. The City of Sanford, Lee County, and the Town of Broadway do not have local grading permits or sedimentation & erosion control permits and rely on the North Carolina Department of Environmental Quality (NCDEQ) to regulate land disturbing activities. For questions or concerns, please contact NCDEQ, NC Division of Energy, Mineral, and Land Resources Sediment Program at 1612 Mail Service Center Raleigh, NC 27699| (919) 707-9220 | https://deq.nc.gov.

Attachment: Site Maps
ADJACENT PROPERTY OWNERS NOTIFICATION CERTIFICATION

I, Amy J. McNeill, hereby certify that the property owners and adjacent property owners of the following rezoning petitions as indicated on the Lee County Tax Maps were notified by First Class U.S. Mail on Friday, January 4, 2019.

2019-0101
1. REZONING APPLICATION
   Application by Terry Slate to rezone three vacant tracts of land totaling 168 ± acres with frontage/access off of Boone Trail Road/US Hwy 421, Forestwood Park Road (SR 1384), and Valley Road (SR 1325) from RR, Residential Restricted to Stone Brook Conditional Mixed Use-PUD Conditional Zoning District to allow the development of a 390 lot residential subdivision with a future townhome area and a future mixed use area. The subject property is identified as Tax Parcels 9634-14-7642-00, 9634-04-4681-00, and 9624-96-0209-00 as depicted on Lee County Tax Maps 9634.03, 9634.01, 9624.02, and 9624.04.
   This rezoning request is conditional upon the subject property being annexed into the corporate City limits, for which the public hearing will also be held on January 15, 2019.

2019-0102
2. REZONING APPLICATION
   Application by Harrington Properties of NC, LLC to rezone one tract of land totaling 2.69 +/- acres located in the northeast quadrant of the Hawkins Avenue and US Hwy 421 Bypass intersection with frontage on Golf Course Road (just off Hawkins Avenue) from the current zoning of R-20 to Conditional R-6 (R-6-C). The property is the same as depicted on Lee County Tax Map 9644.04 as Tax Parcel 9644-71-3681-00 and is labeled as “Lot 2C” on a survey map recorded in Plat Cabinet 2, Slide 652 of the Lee County Register of Deeds Office.

Signature: [Signature] Date: 01/04/2019
Title: ZONING ADMINISTRATOR

Lee County, North Carolina

I, [Signature], a Notary Public for Lee County and State of North Carolina do hereby certify that [Signature] personally appeared before me on this day and acknowledged the due execution of the foregoing Instrument. Witness my hand and official seal, this the 4th day of January, 2019.

Notary Public Signature

My Commission expires Sept 30, 2023
01- CONSIDERATION OF A PRELIMINARY PLAT (No public hearing required)
Revised preliminary plat labeled “Nottingham Subdivision, Phase V” for a new 49 lot phase of an existing residential subdivision located off of Crusaders Drive within the City of Sanford’s corporate City limits that is proposed to be served by public water, sewer and streets. This phase was originally approved in May/June 2018; however, the discovery of more rock on site than initially anticipated once grading was started caused the developer to redesign the site to better accommodate the existing conditions and to avoid adding significant costs to the project. Both the original design and the revised design are provided for your reference.
PB RECOMMENDATION: Recommended approval as presented on December 18, 2018.
CITY COUNCIL ACTION: This item is on the January 15, 2019 Sanford City Council agenda for consideration since the meeting typically held on the first Tuesday of the month fell on January 1st and was therefore cancelled due to the New Year’s Day holiday.