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**TOWN OF WEDDINGTON  
REGULAR TOWN COUNCIL MEETING  
MONDAY, NOVEMBER 10, 2014 – 7:00 P.M.  
WEDDINGTON TOWN HALL  
1924 WEDDINGTON ROAD  
WEDDINGTON, NC 28104  
AGENDA**

Prayer – Mayor Bill Deter

1. Open the Meeting
2. Pledge of Allegiance
3. Determination of Quorum
4. Introduction of Mr. Adam Walsh – Historic Intern

**PUBLIC ADDRESS TO THE COUNCIL**

*Any individual or group who wishes to address the council may do so at this time. Each speaker will have three (3) minutes to make their remarks and shall obey reasonable standards of courtesy in their remarks. Typically, this is a time for the Mayor and Council to hear from the public and not respond. If questions are raised, a member of the Town Council or Staff may contact the individual after the meeting to help address issues raised. If the item you wish to speak about is a Public Hearing item, address your concerns during that time and not under the Public Comment period.*

5. Public Comments
6. Additions, Deletions and/or Adoption of the Agenda
7. Approval of Minutes
  - A. October 13, 2014 Regular Town Council Meeting
  - B. October 27, 2014 Special Town Council Meeting

***Consent Agenda.** The Council may designate a part of the agenda as the "consent agenda." Items placed on the consent agenda are judged to be non-controversial and routine. Any member of the council may remove an item from the consent agenda and place it on the regular agenda while the agenda is being discussed and revised prior to its adoption at the beginning of the meeting. All items on the consent agenda shall be voted on and adopted by a single motion, with the minutes reflecting the motion and vote on each item.*

8. Consent Agenda (Public Hearings to be held December 8, 2014 at 7:00 p.m. the Weddington Town Hall)
  - A. Call for Public Hearing - Review and Consideration of Proposed Text Amendments to Section 46-45 – Revising the Duration of Financial Guarantees (Performance Bonds)
  - B. Call for Public Hearing - Review and Consideration of Proposed Text Amendments to Section 46-49 – Revising the Duration of Financial Guarantees (Maintenance Bonds)
  - C. Call for Public Hearing - Review and Consideration of Proposed Text Amendments to Section 46-75 and 46-76 – Updating Street Design Requirements to Match NCDOT Standards and Town of Weddington Road Standards
  - D. Call for Public Hearing - Review and Consideration of Weddington Roadway Standards



- E. Call for Public Hearing - Review and Consideration of Construction Plan Guidelines
- F. Call for Public Hearing - Review and Consideration of Proposed Text Amendments to Section 58-52, 58-53, 58-54 and 58-58 – Updating List of Permitted Conditional Uses in Residential Zoning Districts
- G. Call for Public Hearing - Review and Consideration of Proposed Text Amendments to Section 58-271 – Implementing a “Statement of Readiness” on Any Development Requiring Conditional Zoning
- H. Call for Public Hearing – Review and Consideration of Proposed Text Amendments to Section 46-43 – Ensuring That Only One Septic Drain Field and Repair Area can be Located on Each Lot
- I. Call for Public Hearing - Review and Consideration of Preliminary Plat for Weddington Preserve
- J. Call for Public Hearing - Review and Consideration of Preliminary Plat for Falls at Weddington

### **PUBLIC HEARINGS**

The Public must sign up before the beginning of the meeting to speak on an item under Public Hearings. The Mayor will recognize speakers in the order in which their names appear on the sign-up sheet. The Council sets the rules for the Public Hearing. The rules may include, but are not limited, to rules fixing the maximum time allotted to each speaker; providing for the designation of spokespersons for groups of persons supporting or opposing the same positions; providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall; and for providing for the maintenance of order and decorum in the conduct of the hearing.

Each speaker must address the Council from the lectern and begin their remarks by giving their name and address. Each speaker will have three (3) minutes to make remarks. A speaker may not yield any of his or her time to another speaker. Speakers must be courteous in their language and presentation. Personal attacks on the Council or members of the public will not be tolerated.

The Mayor may determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and shall rule on objections from other members of the Council on discourteous behavior. A majority vote of the Council may overrule the Mayor's ruling on standards of courtesy. Speakers may leave written comments and/or supporting documents, if any, with the Town Clerk to the Council.

### **9. Public Hearings and Consideration of Public Hearings**

- A. Public Hearing to Review Proposed Text Amendments – Temporary Use Permit (Section 58-13 (3) b) – Referencing Checklist/Application and Updating Checklist to Include Emergency Services
- B. Consideration of Ordinance Adopting Proposed Text Amendments to Section 58-13 (3)(b)
- C. Public Hearing to Review Proposed Text Amendments – Drainfields (Section 46-40 (a) (1) i) – Ensuring that Only One Septic Drain Field and Repair Area can be Located on Each Lot
- D. Consideration of Ordinance Adopting Proposed Text Amendments to Section 46-40 (a)(1) i)
- E. Public Hearing to Review Proposed Stormwater Ordinance
- F. Consideration of Ordinance Adopting Stormwater Ordinance
- G. Public Hearing to Review Proposed Text Amendments to Section 46-76 and 58-4 – Revising the Buffering Requirements Along Thoroughfares
- H. Consideration of Ordinance Adopting Proposed Text Amendments to Section 46-76 and 58-4

### **10. Old Business**

### **11. New Business**

- A. Review and Consideration of Resolution - Initial Certification Fire District

- B. Update from Public Safety Chairman Gene Melchior and Committee Members Regarding Public Safety Action Items from Council Retreat
  - C. Review and Consideration of Town's Participation in Local Cost Sharing for Sidewalks for the Proposed Rea Road Extension (NCDOT STIP No. U-3467)
  - D. Review and Consideration of Releasing Bond Monies for the Devonridge Subdivision
- 12. Update from Town Planner
  - 13. Update from Town Administrator
  - 14. Public Safety Report
  - 15. Update from Finance Officer and Tax Collector
  - 16. Transportation Report
  - 17. Council Comments
  - 18. Adjournment

**TOWN OF WEDDINGTON  
REGULAR TOWN COUNCIL MEETING  
MONDAY, OCTOBER 13, 2014 - 7:00 P.M.  
MINUTES**

The Town Council of the Town of Weddington, North Carolina, met in a Regular Session at the Weddington Town Hall, 1924 Weddington Road, Weddington, NC 28104 on October 13, 2014, with Mayor Bill Deter presiding.

Present: Mayor Bill Deter, Mayor Pro Tem Don Titherington, Councilmembers Michael Smith, Pamela Hadley and Barbara Harrison, Attorney Anthony Fox, Finance Officer Leslie Gaylord, Town Planner Julian Burton and Town Administrator Amy McCollum

Absent: None

Visitors: Leslie Boyd, Cheryl Sain, Bill Price, Jennifer Romaine, A. Scott, Locke Stuart, Jean Stuart, Rob Dow and Wilch Caldwell.

Mayor Bill Deter offered the Invocation prior to the opening of the meeting.

**Item No. 1. Open the Meeting.** Mayor Deter called the October 13, 2014 Regular Town Council Meeting to order at 7:02 p.m.

**Item No. 2. Pledge of Allegiance.** Mayor Deter led in the Pledge of Allegiance.

**Item No. 3. Determination of Quorum.** There was a quorum.

**Item No. 4. Public Comments.** Ms. Leslie Boyd – I live in Waxhaw, NC. I am running for the Board of Education At-Large which means that anyone in the County can vote for me. I am from a small town in Virginia. My family has lived here for the past 10 years. I have a son and two daughters. I graduated from Radford University with a Business Management Degree and I have worked for the Federal Government for the past 23 years. I work in Facilities Contracting and as a program manager for the Department of Homeland Security. I have a passion for volunteering in the community. I have been on the Board of Directors for Turning Point for four years and I have served as the Board President for the past two. I also volunteer in the classroom with my children and I co-led my daughter's Girl Scout Troop. I live in Waxhaw but I would like to run at large because I want to be the voice for all children. I am not necessarily running for my children. My children are going to be okay. My husband and I are both educated and we have resources to help them but what about the children across the County? If we help our children now it will enrich their lives later. I have been going to speak at the other towns and most people have not seen a Board of Education person at their meeting. I would like to liaise with the Town to help you when you are making your decisions regarding new developments that impact students and maybe we can do a five-year plan together. I want to work together and I am here as a support. I am a fresh independent new person. My group is the children of Union County. I want to help to work and support and retain our teachers because we are losing them and they are the backbone of our education system. I want to work to maintain our excellence that we have here. I want to encourage policies that evaluate growth and be proactive and not reactive when we are deciding what to do. That is what I do every day at work. I feel that with my board experience and my work experience that I am the most qualified for the job. I appreciate your time and your support.

**Item No. 5. Additions, Deletions and/or Adoption of the Agenda.**

**A. Additions, Deletions and/or Adoption of the Agenda.** Councilmember Michael Smith moved to add an item to the agenda to introduce the new Town Deputies. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Mayor Pro Tem Don Titherington moved to approve the agenda as amended. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington  
NAYS: None

**B. Introduction of Town Deputies.** Councilmember Smith – We recently received two new deputies. Deputy Chris Black has served here in Weddington before. Deputy Louie Rodriguez has been with the Sheriff's Department for 10 years but he has 35 years of police experience. He was a police officer in Florida. We are very happy to have him. Louie was a School Resource Officer and is very proactive in the community.

Deputy Rodriguez - I am happy to be back because I was the School Resource Officer at Weddington High School for four years. I have an extensive background in crime prevention and bottom line it is all about communication. The Town Hall has my contact information.

**Item No. 6. Approval of Minutes.**

**A. August 28, 2014 Special Town Council Retreat Minutes.** Councilwoman Pamela Hadley moved to approve the August 28, 2014 Special Town Council Retreat Minutes with corrections as discussed. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington  
NAYS: None

**B. September 8, 2014 Regular Town Council Meeting Minutes.** Councilwoman Hadley moved to approve the September 8, 2014 Regular Town Council Meeting minutes. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington  
NAYS: None

**C. October 6, 2014 Special Town Council Meeting Minutes.** Councilwoman Hadley moved to approve the October 6, 2014 Special Town Council Meeting minutes. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington  
NAYS: None

**Item No. 7. Consent Agenda (Public Hearings to be held November 10, 2014 at 7:00 p.m. the Weddington Town Hall).**

**A. Call for Public Hearing to Review and Consider Proposed Text Amendments – Temporary Use Permit (Section 58-13 (3) b) – Referencing Checklist/Application and Updating Checklist to Include Emergency Services.** The Town Council received a copy of the proposed text amendment. Councilwoman Barbara Harrison moved to call for a public hearing to review and consider proposed text amendments to Section 58-13 (3) b). The public hearing is to be held November 10, 2014 at 7:00 p.m. at the Weddington Town Hall. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington  
NAYS: None

**B. Call for Public Hearing to Review and Consider Proposed Text Amendments – Drainfields (Section 46-40 (a) (1) i) – Ensuring that Only One Septic Drain Field and Repair Area can be Located on Each Lot.** The Town Council received a copy of the proposed text amendment. Councilwoman Harrison moved to

call for a public hearing to review and consider proposed text amendments to Section 46-40 (a) (1) i). The public hearing is to be held November 10, 2014 at 7:00 p.m. at the Weddington Town Hall. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington  
NAYS: None

**C. Consideration of Authorization to Charge Off Taxes over 10-Year Limitation.** The Town Council received the following document from Tax Collector Kim Woods:

North Carolina General Statute 105-378 (a) establishes a continuing ten year statute of limitations against enforcement remedies provided by law for the collection of taxes or the enforcement of any liens. The ten year period is measured from the September 1<sup>st</sup> due date.

In accordance with General Statutes 105.378 (a), I am hereby requesting authorization to charge off 2002, 2003 and 2004 personal property taxes. The balances are as follows:

2002	\$82.07
2003	\$129.05
2004	\$122.90

Councilwoman Harrison moved to authorize to charge off taxes over the 10-year limitation. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington  
NAYS: None

**D. Consideration of Proclamation – October 2014 as Domestic Violence Awareness Month.** Councilwoman Harrison moved to approve Proclamation P-2014-07:

**TOWN OF WEDDINGTON  
PROCLAMATION  
DOMESTIC VIOLENCE AWARENESS MONTH  
P-2014-07**

**WHEREAS**, domestic violence affects all Union County residents, and far too many people suffer abuse at the hands of a spouse, partner, parent, child, or sibling; these victims can be of any age, race, religion, or economic status and the resulting damage is inflicted not only on the victims, but their children, families, and communities; and

**WHEREAS**, domestic violence includes not only physical but also mental abuse, emotional abuse, financial abuse, sexual abuse, and isolation; and

**WHEREAS**, domestic violence is widespread, including one in three Americans who have witnessed an incident of domestic violence with an annual cost to US companies of \$3.5 billion in lost work time, increased health care costs, higher turnover, and lower productivity; and

**WHEREAS**, according to the North Carolina Coalition Against Domestic Violence, there have been 819 women, men, and children murdered as a result of domestic violence since January 1, 2002 in North Carolina; and

**WHEREAS**, according to the North Carolina Council for Women, domestic violence programs across the state responded to over 114,034 crisis calls and provided services to over 57,000 victims last year; and

**WHEREAS**, the key to prevention is education, community awareness, having zero tolerance for domestic violence, and requiring accountability by the abuser; and

**WHEREAS**, Union County recognizes the importance of having collaborations by multiple partners to promote social norms, policies and laws that support gender equity and foster intimate partnerships based on mutual respect, equality, and trust; and

**NOW, THEREFORE**, be it resolved that I, Bill Deter, Mayor of the Town of Weddington, do hereby proclaim October 2014 as Domestic Violence Awareness Month and urge all citizens to support this observance. I further urge our citizens to increase their awareness and education of this destructive force which deeply affects a large number of families in Union County each year and to become part of the efforts to stop violence in families.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the Town of Weddington to be affixed this the 13<sup>th</sup> day of October, 2014.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington  
NAYS: None

**Item No. 8. Public Hearing and Consideration of Public Hearing.**

**A. Public Hearing to Review and Consider Proposed Text Amendments to Sections 58-232, 58-233, 58-234, 58-235, 58-236 and 58-237 – Board of Adjustment.** The Town Council received a copy of the proposed text amendment. Mayor Deter opened the public hearing.

Town Planner Julian Burton - In the 2013 Session, the North Carolina General Assembly revised General Statute 160A-388 to clarify and modernize statutes regarding the Zoning Board of Adjustment. The text in front of you modifies our ordinances to bring them into compliance with those revisions. Both Board of Adjustment Attorney Bill Brown and Attorney Anthony Fox have reviewed these changes.

With there being no one wishing to speak, Mayor Deter closed the public hearing.

**B. Consideration of Ordinance Adopting Text Amendments to Sections 58-232, 58-233, 58-234, 58-235, 58-236 and 58-237 – Board of Adjustment.** Councilmember Smith moved to adopt Ordinance O-2014-10:

**AN ORDINANCE TO AMEND SECTIONS 58-232, 58-233,  
58-234, 58-235, 58-236 AND 58-237  
OF THE CODE OF ORDINANCES  
OF THE TOWN OF WEDDINGTON  
O-2014-10**

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON THAT SECTIONS 58-232, 58-233, 58-234, 58-235, 58-236 AND 58-237 OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:**

**Sec. 58-232. Administrative appeal.**

The board of adjustment shall hear and decide appeals **decisions** from and review any order, requirement, decision, citations (with or without civil penalties), or determination made by an administrative official charged with the enforcement of this chapter **and may hear appeals arising out of any other ordinance that regulates land use or development**, and apply such interpretation to the

particular fact situations. **The board of adjustment shall follow quasi-judicial procedures when deciding administrative appeals.**

(1)

~~A written appeal may be taken by any person who has first requested and received a ruling from the zoning administrator. An appeal to the board of adjustment shall be made within ten days of receipt by the applicant of the written decision made by the zoning administrator.~~ **Any person who has standing under G.S. 160A-393(d) or the town may appeal a decision to the board of adjustment. An appeal is taken by filing a notice of appeal with the town clerk. The notice of appeal shall state the grounds for the appeal.**

(2)

~~A written appeal may be taken by any person aggrieved or by an officer, department, or board of the town, within ten days of a written decision made by the zoning administrator. An appeal stays all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the board of adjustment, after notice of appeal has been filed with him, that because of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property, or that because the violation charged is transitory in nature, a stay would seriously interfere with enforcement of the ordinance. In that case proceedings shall not be stayed except by a restraining order, which may be granted by the board of adjustment or by a court of record, on application, on notice to the officer from whom the appeal is taken and on due cause shown.~~

**The official who made the decision shall give written notice to the owner of the property that is the subject of the decision and to the party who sought the decision, if different from the owner. The written notice shall be delivered by personal delivery, electronic mail, or by first-class mail.**

(3)

~~A duplicate written application for an appeal, specifying the grounds thereof, shall be filed with the zoning administrator and with the town clerk on behalf of the board of adjustment. The town clerk shall immediately transmit all papers constituting the record to the board of adjustment, said record to include the application, the zoning administrator's decisions, and the written application for appeal.~~

**The owner or other party shall have 30 days from the receipt of the written notice within which to file an appeal. Any other person with standing to appeal shall have 30 days from receipt from any source of actual or constructive notice of the decision within which to file an appeal.**

(4)

~~The board of adjustment must review the appeal of the zoning administrator's decision within 40 days of receipt of the notice of appeal and any required fees, except with consent by the appellant for additional time.~~

It shall be conclusively presumed that all persons with standing to appeal have constructive notice of the decision from the date a sign containing the words “Zoning Decision” or “Subdivision Decision” in letters at least six inches high and identifying the means to contact an official for information about the decision is prominently posted on the property that is the subject of the decision, provided the sign remains on the property for at least 10 days. Posting of signs is not the only form of constructive notice. Any such posting shall be the responsibility of the landowner or applicant. Verification of the posting shall be provided to the official who made the decision. Absent an ordinance provision to the contrary, posting of signs shall not be required.

- (5) The official who made the decision shall transmit to the board all documents and exhibits constituting the record upon which the action appealed from is taken. The official shall also provide a copy of the record to the appellant and to the owner of the property that is the subject of the appeal if the applicant is not the owner. An appeal of a notice of violation or other enforcement order stays enforcement of the action appealed from unless the official who made the decision certifies to the board of adjustment after notice of appeal has been filed that because of the facts stated in an affidavit, a stay would cause imminent peril to life or property or because the violation is transitory in nature, a stay would seriously interfere with enforcement of the ordinance. In that case, enforcement proceedings shall not be stayed except by a restraining order, which may be granted by a court. If enforcement proceedings are not stayed, the appellant may file with the official a request for an expedited hearing of the appeal, and the board of adjustment shall meet to hear the appeal within 15 days after such a request is filed. Notwithstanding the foregoing, appeals of decisions granting a permit or otherwise affirming that a proposed use of property is consistent with the ordinance shall not stay the further review of an application for permits or permissions to use such property; in these situations the appellant may request and the board may grant a stay of a final decision of permit applications or building permits affected by the issue being appealed.
- (6) Notice of the proposed hearing of the appeal shall be mailed to the person or entity whose appeal is the subject of the hearing; to the owner of the property that is the subject of the hearing if the owner did not initiate the hearing; to the owners of all parcels of land abutting the parcel of land that is the subject of the hearing; and to



any other persons entitled to receive notice as provided by the zoning ordinance. In the absence of evidence to the contrary, the town may rely on the county tax listing to determine owners of property entitled to mailed notice. The notice must be deposited in the mail at least 10 days, but not more than 25 days, prior to the date of the hearing. Within that same time period, the town shall also prominently post a notice of the hearing on the site that is the subject of the hearing or on an adjacent street or highway right-of way. given to the applicant and the zoning administrator by first class mail, which mailing must be made at least seven days prior to the date of the hearing.

- (7) Subject to the provisions of section (5), the board of adjustment shall hear and decide the appeal within 30 days of the hearing, except with consent by the appellant for additional time. The official who made the decision shall be present at the hearing as a witness. The appellant shall not be limited at the hearing to matters stated in the notice of appeal. If any party or the town would be unduly prejudiced by the presentation of matters not presented in the notice of appeal the board shall continue the hearing. The board of adjustment may reverse or affirm, wholly or partly, or may modify the decision, or determination that ought to be made. The board shall have all the powers of the official who made the decision.
- (8) When hearing an appeal pursuant to G.S. 160A-400.9(e) or any other appeal in the nature of certiorari, the hearing shall be based on the record below and the scope of review shall be as provided in G.S. 160S-393(k).
- (9) The parties to an appeal that has been made under this section may agree to mediation or other forms of alternative dispute resolution.
- (10) The decision of the board of adjustment shall be in writing and shall be mailed by certified mail or hand delivered to the appellant, with a copy delivered to the zoning administrator or secretary of the board to be placed in the zoning files.  
The board of adjustment may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination with reference to the appeal.

#### **Sec. 58-233. Variances.**

(a)

Under no circumstances shall the board of adjustment grant a variance to allow a use of land or structures not permitted under the terms of this chapter in the district involved or for a use expressly, or by inference, prohibited in said district. No variances shall be granted by the board of adjustment for the following:

(1)

Setbacks for signs and areas and/or height of signs.

(2)

Setbacks for essential services, class III.

(3)

To change the uses that are permitted on the property in question.

No variance for setbacks shall be granted which allows the applicant to reduce the applicable setback by more than 50 percent.

(b)

The board of adjustment **shall follow quasi-judicial procedures when deciding requests for variances. The board of adjustment,** before granting a variance, shall make the following findings based on substantial, competent and material evidence in the record before them:

(1)

~~That there are practical difficulties or unnecessary hardship~~ **would result from the strict application of the ordinance.** ~~s in the way of carrying out the strict letter of this chapter. It is not necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property~~ **It is not necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.** This shall be construed to mean:

~~If the property owner complies with the provisions of this chapter, he can secure no reasonable return from, or make any reasonable use of his property;~~

a .

The hardship results from the application of this chapter;

b .

The hardship **results from the conditions that are peculiar to the property, such as location, size, or topography. (Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.)** ~~is suffered by the applicant's property;~~

c .

The hardship is not the result of **actions taken by the applicant or the property owner. (The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.)** ~~the applicant's own action; and~~  
~~The hardship is peculiar to the applicant's property.~~

(2)

That the variance is in harmony with the general purpose and intent of this chapter and preserves its spirit.

(3)

That in the granting of the variance, the public safety and welfare have been assured and substantial justice has been done.

(4)

That the reasons set forth in the application and the hearing justify the granting of a variance, and that the variance is a minimum one that will make possible the reasonable use of land or structures.

(c)

**Appropriate conditions may be imposed on any variance, provided that the conditions are reasonably related to the variance.**

(d)

Any order of the board of adjustment in granting a variance shall expire if a zoning permit, or certificate of occupancy for such use if a zoning permit is not required, has not been obtained within one year from the date of the decision.

#### **Sec. 58-234. Variance application procedure.**

The following regulations apply to all applications submitted to the board of adjustment:

(1)

Before a petition for an interpretation, appeal, or variance shall be considered, a completed application of a form provided by the town, accompanied by a fee (as established by the town council), shall be submitted to the zoning administrator. No application shall be considered complete or processed by the zoning administrator unless accompanied by said fee; provided, however, that the fee shall be waived for any petition initiated by the zoning administrator. The application shall contain the name, address and telephone number of the applicant, and property owner (if different from applicant), and a description of the subject property with reference to the deed book and page. The application shall also contain a list of names and addresses of adjoining and contiguous property owners on all sides and across any street and public right-of-way from the subject property. This information shall be based upon the current year Union County and Mecklenburg County tax records. The application shall be accompanied by a map clearly showing the subject property and all contiguous property on either side and all property across any street or public right-of-way from the subject property.

(2)

The filing of any application stays all proceedings unless the zoning administrator certifies to the board of adjustment that a stay in his opinion will cause imminent peril to life or property, or that because the violation charged is transitory in nature a stay would seriously interfere with enforcement of this chapter. In that event, proceedings shall not be stayed, except by a restraining order, which may be granted by the board of adjustment, or by a court of record, on application, on notice to the zoning administrator, and on due cause shown.

(3)

The board of adjustment shall hold a hearing on all complete applications no later than 40 days after the application has been filed with the zoning administrator unless consented to by the applicant.

(4)

Before the board of adjustment holds a public hearing with regards to a variance, the board of adjustment shall give notice of the public hearing by sending notices by first class mail to the **person or entity whose appeal is the subject of the hearing; to the owner of the property that is the subject of the hearing if the owner did not initiate the hearing; to the owners of all parcels of land abutting the parcel of land that is the subject of the hearing; and to any other persons entitled to receive notice as provided by the zoning ordinance. In the absence of evidence to the contrary, the town may rely on the county tax listing to determine owners of property entitled to mailed notice. The notice must be deposited in the mail at least 10 days, but not more than 25 days, prior to the date of the hearing. Within that same time period, the town shall also prominently post a notice of the hearing on the site that is the subject of the hearing or on an adjacent street or highway right-of way.** parties to the hearing and to all property owners contiguous or adjacent to the property. Said notices shall be mailed at least seven days prior to the public hearing. In addition, a clearly visible sign shall be placed in a conspicuous location on subject properties indicating the nature of the public hearing and date, time and place at which it is to occur. Said sign shall be placed on the properties at least seven days prior to the public hearing and shall remain standing until the board of adjustment has reached its final decision.

(5)

A written application for a variance must also demonstrate in detail, the following:

- a. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district.
- b. That a literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter.
- c. That said circumstances do not result from the actions of the applicant.
- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures or buildings in the same district.
- e. That no nonconforming use of neighboring land, structures or buildings in the same district and no permitted use of land, structures or buildings in other districts will be considered grounds for the issuance of a variance.

(6)

In all matters before the board of adjustment, the applicant shall have the burden of providing substantial, competent and material evidence in support of the application.

(7)

The board of adjustment shall have no authority to issue a variance for a waiver of a setback or bulk requirement for a building or structure if the applicant had not first submitted a foundation survey, in accordance with subsection 58-208(8), subsequent to the construction of the foundation and prior to the application for a certificate of compliance.

**Sec. 58-235. Board of adjustment action.**

(a)

The concurrent vote of four-fifths of the members of the board of adjustment, not otherwise vacant or excused, shall be necessary ~~to reverse any order, requirement, decision or determination of the zoning administrator, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter or to grant any variance from the provisions of this chapter.~~ **A majority of the members shall be required to decide any other quasi-judicial matter or to determine an appeal made in the nature of certiorari.** At least one of the sitting members shall be the chairman or the vice chairman. For the purposes of this subsection, vacant positions on the board and members who are disqualified from voting on a quasi-judicial matter shall not be considered members of the board for calculation of the requisite ~~super~~majority if there are no qualified alternates available to take the place of such members.

(b)

Any member of the board who declares that a potential conflict of interest may exist with respect to any petition or application before the board may be excused and replaced by an alternate. Impermissible conflicts include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. If an objection is raised to a member's participation and that member does not recuse himself or herself, the remaining members shall by majority vote rule on the objection. In the event fewer than three members remain, no reversal of any prior decision may be made.

(c)

**The board shall determine contested facts and make its decision** ~~All decisions of the board of adjustment shall be made~~ within 30 days of the hearing, unless consented to by the applicant. **Every quasi-judicial decision shall be based upon competent, material, and substantial evidence in the record. Each quasi-judicial decision shall be reduced to writing and reflect the board's determination of contested facts and their application to the applicable standards. The written decision shall be signed by the chair or other duly authorized member of the board. A quasi-judicial decision is effective upon filing the written decision with the clerk to the board or such other office or official as the ordinance specifies.**

(d)

All decisions of the board of adjustment shall be filed with the zoning administrator and a written copy thereof shall be ~~sent~~ **delivered by personal delivery, electronic mail, or by first-class mail** to the applicant, **property owner, and to any person who has submitted a written request for a copy, prior to the date the decision becomes effective. The person required to provide notice shall certify that proper notice has been made.** ~~by certified mail, return receipt requested, or hand delivered within 14 days following the decision.~~

**Sec. 58-236. Appealing of decision by board of adjustment.**

(a)

A written application for a rehearing shall be made in the same manner as provided for an original hearing within a period of 15 days after the date of the written decision of denial of the original application. In addition, specific information to enable the board of adjustment to determine whether or not there has been a substantial change in fact, evidence, or conditions in the case, shall be presented in writing, or graphically. A rehearing shall be denied by the board, if, in its judgment, such change in facts, evidence, or conditions has not been proven. In the event that the board finds that a rehearing is warranted, it shall thereupon proceed in the same manner as prescribed for in the original hearing.

(b)

Upon the denial of the original application, or upon the denial of an application for which a rehearing has been conducted, a similar application may not be filed for a period of one year after the date of denial of the final application.

(c)

Every **quasi-judicial** ~~decision of the board of adjustment shall~~ **decision shall** be subject to review by the superior court division of the general courts of justice of the state by proceedings in the nature of certiorari. Any petition for review by the superior court shall be duly verified and filed with the clerk of superior court within 30 days after the decision of the board is filed with the secretary of the board, or after a written copy thereof is delivered to every aggrieved party who has filed a written request for such copy with the secretary or chairman of the board of adjustment at the time of its hearing of the case, whichever is later. The decision of the board of adjustment shall be delivered to the aggrieved party either by personal service or by certified mail, return receipt requested.

**Sec. 58-237. Administration of oaths to witnesses and Subpoenas.**

The chairman of the board of adjustment, the town clerk, ~~the board's attorney~~ or any member temporarily acting as chairman is authorized in his official capacity to administer oaths to witnesses in any matter coming before the board. **Any person who, while under oath during a proceeding before the board of adjustment, willfully swears falsely is guilty of a Class 1 misdemeanor.**

**The board of adjustment through the chair, or in the chair's absence anyone acting as chair, may subpoena witnesses and compel the production of evidence. To request issuance of a subpoena, persons with standing under G.S. 160A-393(d) may make a written request to the chair explaining why it is necessary for certain witnesses or evidence to be compelled. The chair shall issue requested subpoenas he or she determines to be relevant, reasonable in nature and scope, and not oppressive. The chair shall rule on any motion to quash or modify a subpoena. Decisions regarding subpoenas made by the chair may be appealed to the full board of adjustment. If a person fails or refuses to obey a subpoena issued pursuant to this subsection, the board of adjustment or the party seeking the subpoena may apply to the General Court of Justice for an order requiring that its subpoena be obeyed, and the court shall have jurisdiction to issue these orders after notice to all proper parties.**

Adopted this 13<sup>th</sup> day of October, 2014.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington  
NAYS: None

**Item No. 9. Old Business.**

**A. Review and Consideration of the Preliminary Plat for Tuscan Ridge.** The Town Council received the following memo from Town Planner Julian Burton:

Jim Lineberger Land Acquisitions submits a subdivision preliminary plat application for a 13 lot Conventional Subdivision on 15 acres located off Shagbark Lane. Two lots will be accessed off Stirrup Court.

**Application Information:**

Subdivision Name: Tuscan Ridge  
Date of Application: July 25<sup>th</sup>, 2014  
Applicant/Developer Name: Jim Lineberger Land Acquisitions  
Owner Name: William and Kathryn Gruhn  
Parcels 061-47-005, 061-47-019, 061-47-020G  
Property Location: Shagbark Lane  
Existing Zoning: R-40  
Proposed Zoning: R-40  
Existing Land Use: Traditional Residential (no change required)  
Existing Use: Single Family Residential; Vacant  
Proposed Use: Single Family Residential Subdivision  
Parcel Size: 14.98 acres

**Project Information:**

The Tuscan Ridge Subdivision is a proposed 13 lot subdivision on 15 acres comprised of three parcels. 11 lots are located on and accessed by Shagbark Lane (2 accessed by Stirrup Court), and is being proposed as a conventional subdivision.

A conventional subdivision is permitted by right in the R-40 zoning district per the *Weddington Zoning Ordinance*. A conventional subdivision requires a minimum of 40,000 square foot lots with a minimum of 10% open space.

**Background Information:**

- Public Involvement Meetings were held on Tuesday, July 15<sup>th</sup> on-site from 9:00am-11:00am and Wednesday, July 16<sup>th</sup> at Town Hall from 5:00pm-7:00pm
- The Zoning Administrator approved the Sketch Plan on July 28<sup>th</sup>, 2014.

**Preliminary Plat Information:**

- The minimum lot size is 40,000 square feet. The smallest lot proposed is lot 10 at 40,201 square feet.
- The applicant is required 10% or 1.498 acres of open space. The applicant has provided 10.83% or 1.62 acres of open space. The 15 foot strip between lots 4 and 13 will provide a walking path connecting lots 11 and 12 to Shagbark Lane.
- The existing stream and wetlands located at the rear of lots 5, 13, and 4 will remain undisturbed.

**R-40 Minimum Yard Regulations:**

- Front Yard Setback—50 feet
- Rear Yard Setback—40 feet
- Side Yard Setbacks—15 feet
- Lot Width—120 feet as measured at the front yard setback
- Applicant has met all required setbacks per the *Weddington Zoning Ordinance*.

**Additional Information:**

- The Council previously approved a modification from the subdivision ordinance to allow an extension to the length of the existing culs-de-sac, Shagbark Lane. At the meeting, councilmembers voiced concerns about an increase in impervious development in relation to the existing topography, and explained that storm water runoff would be a concern when reviewing the preliminary plat.
- On September 8<sup>th</sup>, the Council tabled the preliminary plat application requesting additional information on the subdivision's storm water impact on adjoining development. The applicant coordinated with USI, and submitted a document providing additional storm water information to Bonnie Fisher and to Town Staff (Included in the Council Packet). Bonnie Fisher reviewed the document, and concluded that the storm water impact and storm water management plan were acceptable (Included in the Council Packet.)
- Following approval of the Preliminary Plat, the applicant will have two years to apply for the Final Plat. The Final Plat can be submitted in multiple phases.
- Tuscan Ridge is to be served by Union County Public Water, and individual septic systems. Except Lots 11-12 which will be served by Union County wells and septic systems. Union County is currently processing final permits and septic locations for the subdivision.
- The existing house (Lot 13) will switch from well to Union County public water.
- The water line extension up Shagbark Lane from Hemby Road will contain capacity for all existing residents living on Shagbark Lane.
- Both hydrants shown on the preliminary plat are proposed hydrants.
- NCDOT is currently reviewing the roadway plan.
- The North Carolina Department of Environment and Natural Resources (NCDENR) is reviewing the erosion and sedimentation control plan.

**Recommended Conditions of Approval**

1. Development subject to review and approval/permitting of construction documents, driveways permit(s), etc. by NCDOT;
2. Development subject to review and approval of construction documents by Town's Engineering Consultant, US Infrastructure;
3. Development subject to review and approval/permitting of construction documents by Union County Public Works;
4. Development subject to review of erosion and sedimentation control plan by NCDENR.



5. Covenants, Conditions and Restrictions (CCRs) and Maintenance Plan and Maintenance Agreement shall be reviewed (by Town Attorney) and executed prior to Final Plat approval by Weddington Town Council;
6. Plans for any subdivision entry monument to be approved by the Planning Board;

**Planning Board Action: August 25<sup>th</sup>, 2014**

Recommend Approval with above-listed conditions (UNANIMOUS)

**Town Council Action: September 8<sup>th</sup>, 2014**

Council tabled the preliminary plat application, requesting additional information on the subdivision's storm water impact on adjoining properties.

The Town Council also received the following:

- Overall Site Plan, Existing Conditions and Demolition Plan, Site Plan, Grading and Drainage Plan, Erosion Control Plan – Initial and Final Phase, Site Profile and Details, Site Details and Soils Map.
- Storm Drainage and Erosion Control and Overall Storm Analysis
- USI Review Letter dated October 8, 2014

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Town Planner Burton - On September 8 the Town Council tabled a decision on this Preliminary Plat application requesting additional information on the subdivision's storm water impact on adjoining development. The applicant has coordinated with USI, our engineering consultant, and submitted a document providing additional storm water information to Bonnie Fisher and to Town staff that is included in your packet. Engineer Bonnie Fisher did review the document and calculations and concluded that the storm water impact and storm water management plan were acceptable. That letter is included in the Council packet. I wanted to add the following condition to the list above – That the applicant provide as built plans for the storm water management plan to be approved by USI before any performance bonds are released to ensure or confirm that everything was built according to what they submitted.

Mayor Pro Tem Titherington – Our engineer outlined a few things she wanted cleared up. Should we make that part of the conditions?

Town Planner Burton - I believe that has already been taken care of in our conditions because she has to give a final approval on the construction documents.

Councilwoman Hadley moved to approve the Preliminary Plat for Tuscan Ridge with the conditions as noted in the memo above along with the condition to provide as built plans for the storm water management plan to be approved by the Town's engineer before any performance bonds are released.

All were in favor, with votes recorded as follows:

AYES:	Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington
NAYS:	None

**Item No. 10. New Business.**

**A. Review and Consideration of Quotes/Proposals for Asphalt and Painting Work to be Completed at Providence VFD.** Mayor Deter - When we closed with the fire station part of our discussions with Providence VFD is we identified a number of items not to exceed \$48,000. They are to have the work for these items completed by December 31, 2014 and we have asked them to bring three quotes on each item.

**Painting**

Advance Painting and Roofing Contractors	\$16,500
Clean Cut Construction, Inc.	\$19,385

The Town Council received the paint specifications for the project.

Councilwoman Hadley - Advance Painting and Roofing Contractors has a 5-year guarantee and we have had conversations whether that would be paint and or labor and it will be both. That can be made part of the contract. They will paint based on the specifications that were provided.

Mayor Pro Tem Titherington moved to approve the Town entering into a contract with Advance Painting and Roofing Contractors in an amount not to exceed \$16,500 to paint all three buildings to specifications and to clarify in the contract that the five year warranty includes paint and labor. The contract is also to be reviewed and approved by the Town Attorney.

All were in favor, with votes recorded as follows:

AYES:	Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington
NAYS:	None

#### **Asphalt**

H&S Paving, LLC	\$16,800
Blythe	\$37,278.80
RAM Pavement Services, Inc.	\$40,720.20

Councilwoman Hadley - When I was working with NCDOT on this paving, \$17,000 was their estimate to do the work. I feel that H & S's quote is in line with the estimates I heard and also with the depth of the asphalt.

Mayor Pro Tem Titherington questioned the different types of asphalts quoted.

Councilwoman Hadley - What they are proposing is what the general contractor has recommended during construction.

Councilwoman Hadley Pam moved to accept the bid from H & S Paving with a contract not to exceed \$16,800 and the contract to be reviewed by the Town Attorney. All were in favor, with votes recorded as follows:

AYES:	Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington
NAYS:	None

**B. Consideration of Releasing Bond Money - Sanctuary at Weddington.** The Town Council received the following memo from Town Administrator Amy McCollum:

The Town is holding a Letter of Credit in the amount of \$12,500.00 for road maintenance for the Sanctuary at Weddington Subdivision. The Town approved Resolution R-2014-02 on June 10, 2014 for Eliah Drive and Park Rose Lane to be added to the State Maintained Secondary Road System. On September 11, 2014 the Town received a letter from NCDOT advising that these roads were added to the State Maintenance System by the Board of Transportation on September 4, 2014. Please vote to release the Letter of Credit back to The Lovett Companies.

Councilmember Smith moved to approve the release of the road maintenance Letter of Credit in the amount of \$12,500 for the Sanctuary at Weddington. All were in favor, with votes recorded as follows:

AYES:	Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington
NAYS:	None

**C. Consideration of Authorizing Use of Transportation Engineer for Text Amendments Associated with Traffic Impact Analysis.** The Town Council received examples of a Traffic Impact Analysis from Wesley Chapel and Huntersville and the following memo from Planning Board Vice-Chairman Rob Dow:

The Council and Planning Board have shown an interest in updating the Traffic Impact Analysis (TIA) requirements in the Town Ordinances. Recently, a subset of the Planning Board and the Town Planner have researched examples of TIAs from other municipalities and met with Justin Carroll and John Underwood for feedback on their preferences regarding TIA process and implementation. The examples outlined below provide three different options to help guide the Council in recommending any changes to the TIA requirements in Weddington.

**Three Levels Scope**

**Option 1) Clarify TIA requirements, and ensure that the TIA process starts at the Sketch Plan phase**

- A. Add trigger level to Preliminary Sketch Phase for all development, both Conditional Use and Subdivision
- B. Adopt requirements and standards for a TIA using a Dated Bulletin
- C. Add TIA to Preliminary Plat checklist

**Option 2) Wesley Chapel Model – More requirements, but little detail on how to perform TIA (Lots of room for interpretation and flexibility)**

- A. All of the above from Option 1
- B. Maintain capacity, function and safety levels of surrounding areas
- C. Modify TIA in response to Town review comments
- D. Identify funding, timeline and responsible parties

**Option 3) Huntersville Model – Greater detail regarding TIA requirements and timeline**

- A. All of the above from Option 1 and 2
- B. Details trigger, ownership and phasing
- C. Specific timeline for Scoping meetings with other regulatory bodies and deadlines for submission
- D. Specific process to identify impact areas. Sets Levels of Service (LOS) which trigger off site improvements
- E. Specifies procedure and timeline for coordination with other development and DOT for those off site improvements
- F. Specifies responsibility and procedures for funding

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Mr. Rob Dow – Julian, Pam and I recently met with Justin Carroll who is our Traffic Engineer and John Underwood with NCDOT. From that meeting, we came up with three different approaches to applying Traffic Impact Analysis into the Subdivision Ordinances. I have outlined those approaches in your packet. We perhaps have an opportunity of helping traffic a whole lot if we get more involved. The State still owns the roads and they are not going to maintain anything we want but at the same time a more intensive approach could help us in the long term. The Planning Board at their last meeting discussed these three basic approaches. They voted approval of the most intensive which is the Huntersville Model. I thought that I should update you on this because it will entail some work from our Town Planner and Traffic Engineer.

Town Planner Burton - All three approaches will get the TIA submitted or discussed early on in the process which was one of the goals. Wesley Chapel's starts to get in more detail but they do not provide specific guidelines for how to get the numbers, how to look at surrounding intersections, how far out you are supposed to go. They suggest that you should do all those things and then they leave it open ended on how you do it. The Planning Board was leaning towards the Huntersville model; it lays out everything and leaves no gray area and a lot less subjectivity.

Councilmember Smith - So you are saying if a development is going to impact an intersection that it is up to them to make some modifications to that intersection to improve it?

Mr. Dow - The Huntersville Model goes into great length and detail. It requires them to get with NCDOT, see what their plans are for the intersection; they may have to escrow some funds for DOT's plans at a later date. John Underwood is very much in favor of it. Their studies show the need for improvements in traffic lights and lanes that they cannot afford to do and it seems only fair if a development is coming in and going to greatly impact that they help to mitigate their own effects. We are not asking them to make it better.

Mayor Pro Tem Titherington moved to authorize the use of the Town Planner and Traffic Engineer to draft text amendments associated with TIA's utilizing the Huntersville Model. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington  
NAYS: None

**Item No. 11. Update from Town Planner.** The Town Council received the following update from Town Planner Burton:

- On September 22<sup>nd</sup>, the Planning Board acted on the following items:
  - Recommended approval of Proposed Text Amendment - Temporary Use Permit (Section 58-13 (3) b) - Referencing Checklist/Application and Updating Checklist to Include Emergency Services
  - Recommended approval of Proposed Text Amendment - Drainfields (Section 46-40 (a) (1) i) - Ensuring that Only One Septic Drain Field and Repair Area can be Located on Each Lot
- On October 27<sup>th</sup>, the Planning Board will review the following items:
  - Falls at Weddington Preliminary Plat
  - Weddington Preserve Preliminary Plat
  - West Property (Laurel Grove Ln.) Preliminary Plat
  - Storm water Ordinance and Construction Document Plan Guidelines
  - Threshold Church Construction Documents

**Item No. 12. Update from Town Administrator.** The Town Council received the following update memo from Town Administrator McCollum:

- Consultants for the Fire Study will be back at the Town Hall on Tuesday, October 14, 2014 for their final meeting before finalizing their report. Please let me know if you would like to meet with them.
- Fall Litter Sweep is scheduled for Saturday, October 11, 2014 at 9:00 a.m. at the Weddington Town Hall.
- New Deputies Louie Rodriguez and Chris Black have started working for the Town.
- Rob Dow and Jim Vivian's Terms on the Planning Board are due to expire in December. They have asked to be reappointed. We also have approximately 4 to 5 applications on file as well.

**Upcoming Dates:**

October 27, 2014 - Planning Board Meeting/Historic Preservation Commission Meeting  
December 5, 2014 - Christmas Tree Lighting

**Item No. 13. Public Safety Report.**  
**Weddington Deputies – 685 Calls**

**PROVIDENCE VFD**

The September 2014 incident numbers are listed below.

**UNION**

Fire - 27  
EMS - 18

**MECKLENBURG**

Fire - 3  
EMS - 1

**TOTAL CALLS - 49**

Kenny Schott  
Chief, Providence VFD

The Town Council also received the Income and Expense Budget Performance and Balance Sheet for September 2014 for Providence VFD.

Stallings VFD – 4 Calls

Wesley Chapel VFD responded to 20 total incidents in the Town of Weddington in September. There were three fire alarms for mutual aid, one public service detail and one electrical hazard.

**Item No. 14. Update from Finance Officer and Tax Collector.**

**A. Finance Officer's Report.** The Town Council received the Revenue and Expenditure Statement and Balance Sheet for 9/1/2014 to 9/30/2014.

**B. Tax Collector's Report. Monthly Report –September 2014**

<b>Transactions:</b>	
Overpayments	\$(45.90)
Releases	\$(246.92)
Discoveries	\$41.24
Convenience Fees	\$19.80
Adjustments <\$5.00	\$(1.55)
Refunds	\$36.00
Penalty and Interest Payments	\$(31.38)
<b>Taxes Collected:</b>	
2014	\$(71,823.70)
<b>As of September 30, 2014; the following taxes remain Outstanding:</b>	
2002	\$82.07
2003	\$129.05
2004	\$122.90
2005	\$252.74
2006	\$56.80
2007	\$144.42
2008	\$1,330.77
2009	\$1,464.23
2010	\$1,681.91
2011	\$2,667.62
2012	\$7,332.33

2013	\$8,402.80
2014	\$904,200.57
<b>Total Outstanding:</b>	<b>\$927,868.21</b>

**Item No. 15. Transportation Report.** Councilwoman Harrison provided a brief Transportation Update.

**Item No. 16. Council Comments.** Councilwoman Harrison – I want to thank everyone that came out to the Weddington Country Festival. It was a great event with approximately 2,000 to 3,000 people attending. I want to thank the staff because they rallied around me to do what needed to be done. I had 45 different people that gave me money or in-kind donations. I also want to thank Associate Pastor Ed Briggs, Steve Carow and Daryl Matthews for being the judges for the baking contest. I want to thank the Mayor for all you did and how you treated Ms. Mary Belle Matthews with such a kind heart. I did not use any of the Town money to put on the event and this year I actually made enough that maybe I can pay for my deposit next year. We had 15 people come out and participate in the Fall Litter Sweep as well. We will start this Thursday on plans for the Annual Tree Lighting. Also I have offered the Historic Intern position to Adam Walsh and he has accepted. He will attend the next Town Council Meeting to be introduced.

Mayor Pro Tem Titherington thanked Councilwoman Harrison for all of her hard work on the events.

Mayor Deter – Thank you Barbara for your work on the festival and also to your husband Pat. I think the Council would be more than willing to offer some funds in the future.

**Item No. 17. Adjournment.** Councilmember Smith moved to adjourn the October 13, 2014 Regular Town Council Meeting. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington  
NAYS: None

The meeting adjourned at 7:45 p.m.

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Bill Deter, Mayor

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Amy S. McCollum, Town Clerk

**TOWN OF WEDDINGTON  
SPECIAL TOWN COUNCIL MEETING  
MONDAY, OCTOBER 27, 2014 – 8:30 P.M.  
MINUTES**

The Town Council of the Town of Weddington, North Carolina, met in a Special Session at the Weddington Town Hall, 1924 Weddington Road, Weddington, NC 28104 on October 27, 2014, with Mayor Bill Deter presiding.

Present: Mayor Bill Deter, Mayor Pro Tem Don Titherington, Councilmembers Michael Smith and Barbara Harrison

Absent: Councilwoman Pamela Hadley

Visitors: Matt McLaren, Jon Keith, Rob Kreisher, Ed Seeley, Dale Stewart, Danis Simmons and Brett Manery.

**Item No. 1. Open the Meeting.** Mayor Bill Deter called the October 27, 2014 Special Town Council Meeting to order at 8:30 p.m. There was a quorum.

**Item No. 2. Call for Public Hearing to Review and Consider a Stormwater Ordinance.** Councilwoman Barbara Harrison moved to call for a public hearing to review and consider a proposed Stormwater Ordinance. The public hearing is to be held November 10, 2014 at 7:00 p.m. at the Weddington Town Hall. All were in favor, with votes recorded as follows:

AYES: Councilmembers Smith, Harrison and Mayor Pro Tem Titherington  
NAYS: None

**Item No. 3. Call for Public Hearing to Review and Consider Proposed Text Amendments to Section 46-76 and 58-4 – Buffering.** Councilwoman Harrison moved to call for a public hearing to review and consider proposed text amendments to Section 46-76 and 58-4. The public hearing is to be held November 10, 2014 at 7:00 p.m. at the Weddington Town Hall. All were in favor, with votes recorded as follows:

AYES: Councilmembers Smith, Harrison and Mayor Pro Tem Titherington  
NAYS: None

**Item No. 4. Adjournment.** Councilmember Michael Smith moved to adjourn the October 27, 2014 Special Town Council Meeting. All were in favor, with votes recorded as follows:

AYES: Councilmembers Smith, Harrison and Mayor Pro Tem Titherington  
NAYS: None

The meeting adjourned at 8:31 p.m.

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Bill Deter, Mayor

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Amy S. McCollum, Town Clerk

## **Sec. 46-45. Final major subdivision plat submission and review.**

(a) *Preparation of final plat and installation of improvements.* Upon approval of the preliminary plat by the town council, the subdivider may proceed with the preparation of the final plat and the installation of or arrangement for required improvements in accordance with the approved preliminary plat and the requirements of this chapter. Prior to initiation of the construction of utility and street improvements, plans shall have all necessary approvals from state agencies and appropriate county. Prior to approval of a final plat, the subdivider shall have installed the improvements specified in this chapter or guaranteed their installation as provided herein. No final plat will be accepted for review by the town council unless accompanied by written notice by the subdivision administrator acknowledging compliance with the improvement and guarantee standards of this chapter. If the street improvements are completed prior to preparation of the final plat, subsection 46-49(b) shall be complied with before submission of the final plat to the town council for approval. The final plat shall constitute only that portion of the preliminary plat which the subdivider proposes to record and develop at that time; such portion shall conform to all requirements of this chapter.

(b) *Improvement and guarantee standards.*

(1) *Optional agreement.* In lieu of requiring the completion, installation and, if applicable, dedication of all improvements prior to final plat approval, the town may enter into an agreement with the subdivider whereby the subdivider shall guarantee completion of all required improvements as specified on the approved preliminary plat for that portion of the subdivision to be shown on the final plat within two years from the date of final plat approval, unless otherwise specified in the written agreement. Once said agreement is signed by both parties and the security required herein is provided, the final plat may be approved by the town council; provided, however, that all other requirements of this article are met. To secure this agreement, the subdivider shall provide either one or a combination of the following guarantees in an amount equal to 1.5 times the costs, as estimated by the subdivider and approved by the town planner or engineer, of installing all required improvements on the approved preliminary plat for that portion of the subdivision to be shown on the final plat. The amount shall be subject to the approval of the town council or the planning board; provided, however, that the planning board shall have no authority to approve bonds in excess of \$1,000,000.00.

a. *Surety performance bond.* The subdivider shall obtain a performance bond from a surety bonding company satisfactory to the town council or planning board, as applicable. A surety bonding company must at minimum be: (1) registered to do business with the North Carolina Secretary of State; (2) licensed to issue surety bonds in the State of North Carolina by the North



Carolina Department of Insurance; (3) rated at least "B+" by a reputable bond rating agency; and (4) possess a minimum of \$50,000,000.00 in assets. The town council or planning board may, within its sole discretion, insist upon alternative standards based upon the particular project, the estimated cost of completion of the improvements, and/or other factors indicating higher standards are warranted. The bond(s) must contain the following provisions: (1) the bond(s) shall remain in effect until such time as all improvements are installed and approved by the town council or planning board; (2) the surety bonding company, within 15 days of the town providing notice of default, shall take over and complete all improvements or pay the town in cash the estimated costs of installing the improvements as determined by the town's planner or engineer; and (3) the town shall be able to draw upon the bond(s) in the event that the subdivider defaults upon its agreement with the town in accordance with subsection (2) of this section. Any charges associated with cost calculation or verification shall be borne entirely by the subdivider.

b. *Letter(s) of credit.* The subdivider shall obtain an irrevocable letter(s) of credit issued by a commercial bank satisfactory to the town council or planning board. The commercial bank issuing the letter of credit must be: (1) organized under the laws of the United States of America or any state of the United States, or the District of Columbia; (2) authorized to do business in the State of North Carolina; (3) subject to regulation by the State of North Carolina or federal banking regulatory authorities; and (4) possess combined capital stock, surplus and undivided profits aggregating at least \$100,000,000.00. The town council or planning board may, within its sole discretion, insist upon alternative standards based upon the particular project, the estimated cost of completion of the improvements, and/or other factors indicating higher standards are warranted. The letter(s) of credit must contain the following provisions: (1) the letter(s) of credit shall be evergreen and shall not be subject to expiration until such time as all improvements are installed and approved by the town council or planning board, and shall require the issuing commercial bank to give at least 60 days' notice of its intent to terminate the letter(s) of credit, upon which the town can draw upon the letter(s) of credit; (2) the town shall be able to draw upon the letter(s) of credit at any time on or before its expiration; (3) the commercial bank shall, upon written notification by the town council or planning board stating that the subdivider is in default, immediately pay to the town the full amount, or any lesser amount if requested by the town council or planning board, of the letter(s) of credit; (4) the town shall be able to draw upon the letter(s) of credit in the event that the subdivider defaults upon its agreement with the town in accordance with subsection (2) of this section; and (5) the letter(s) of credit

shall allow for presentment and collection at a location within a 30-mile radius of the town.

c. *Cash or equivalent surety.* The subdivider shall deposit cash, or other instrument readily convertible into cash at face value, such as a certificate of deposit or treasury-issued security, either with the town or in escrow with a financial institution designated as an official depository of the town. The use of any instrument other than cash shall be subject to the approval of the town council or planning board.

If cash or other instrument is deposited in escrow with a financial institution as provided above, then the subdivider shall file with the town council or planning board an agreement between the financial institution and the subdivider guaranteeing the following:

1. That said escrow account shall be held in trust for the town until released by the town council or planning board and may not be used or pledged by the subdivider in any other matter during the term of the escrow;
2. That the financial institution shall, upon written notification by the town council or planning board stating that the subdivider is in default, immediately pay to the town all funds in said account, excluding any interest earned; and
3. That the duration of said escrow account(s) shall be until such time as all improvements are installed and approved by the town council or planning board, or until the subdivider provides the town with an acceptable, alternative guarantee for the completion of installing all remaining required improvements on the approved preliminary plat for that portion of the subdivision to be shown on the final plat. Any charges associated with cost calculation or verification shall be borne entirely by the subdivider.

(2) Duration of Financial Guarantees. The duration of a financial guarantee shall be of a responsible period to allow for completion and acceptance of improvements. In no case shall the duration of the financial guarantee for improvements exceed twenty four (24) months, unless otherwise specified in the written agreement as described in subsection 46-45 (b)(1). All Subdivisions whose public improvements are not completed and accepted at least thirty (30) days prior to the expiration of the financial guarantee shall be considered to be in default, unless said guarantee is extended with

the consent of the Town Council to a future date not to exceed six months, or to a date determined by Council.

(23) *Default.* Upon default by the subdivider, the town council or planning board, as applicable, may require the surety, the letter of credit issuer or the financial institution holding the escrow account to pay all or a portion of the bond, letter of credit or escrow account to the town. Upon payment, the town shall expend said funds to complete all or any portion of the required improvements as it deems necessary. For purposes of this section, default shall constitute any of the following: (1) failure on the part of the subdivider to complete, within the time period specified in the agreement in subsection (b)(1)c.1. of this section, the required improvements as specified on the approved preliminary plat for that portion of the subdivision to be shown on the final plat; (2) failure on the part of the subdivider to install any improvement in accordance with the specifications or the regulations in the town's ordinances; or (3) transfer of ownership of any portion of the property or lots located within the subdivision to another person or entity under no legal obligation to install the required improvements (e.g., foreclosure). If one of the above events occurs, nothing herein shall prevent the town from declaring default prior to the expiration of the time period specified in subsection (b)(1)c.1. of this section.

(34) *Release of guarantee surety.* In its sole discretion, the town council or planning board may release a portion of any security posted as the improvements are completed and recommended for approval by the town planner, so long as the town maintains the posted security in an amount equal to at least 1.5 times the estimated costs of installation of the remaining improvements. However, notwithstanding the above, nothing shall require the town council or planning board to release any portion of security posted until such time as all improvements are installed and approved by the town council or planning board. Within 30 days after receiving the town planner's recommendation, the town council or planning board shall approve or not approve said improvements. Once all required improvements on the preliminary plat for that portion of the subdivision to be shown on the final plat have been installed and approved, then all security posted for said improvements shall be released by the town council or planning board.

## **Sec. 46-49. Maintenance of dedicated areas until acceptance.**

- (a) Subject to subsection (c) of this section, all facilities and improvements with respect to which the owner makes an offer of dedication to public use shall be maintained by the owner until such offer of dedication is accepted by the appropriate public authority.
- (b) The owner of any development containing streets intended for public dedication shall post a performance bond or other sufficient surety to guarantee that such streets will be properly maintained until the offer of dedication is accepted by the state department of transportation or by formal acceptance by resolution of the town. The owner of any planned residential development (PRD) also shall post a performance bond or other sufficient surety to guarantee that any private streets in the PRD will be properly maintained until a homeowners' association has assumed full responsibility for maintaining such streets in accordance with [section 58-23](#). In either case, the amount of the security shall constitute 15 percent of the cost of the improvements (road base and pavement). The owner shall provide information sufficient for the town subdivision administrator to determine the actual cost of improvements. If the surety/bond described in this subsection is not provided, the town may not issue zoning permits to any properties on the said streets.
- (c) The town council may relieve the owner of the requirements of this section if it determines that a property owners' association has been established for the development, and that this association has accepted responsibility for the subject improvements, and is capable of performing the obligations set forth in subsection (a) of this section. The council may require the property owners association post the bond referred to in subsection (b) of this section.
- (d) The bond/surety referred to in subsection (b) of this section shall be posted with the town prior to the release of any guarantee surety referred to in subsection [46-45\(b\)\(3\)](#).
- (e) The duration of the financial guarantee referred to in subsection (b) of this section shall be of a responsible period no less than twelve (12) months to allow for acceptance of improvements by the state department of transportation or by a homeowners' association. In no case shall the duration of the financial guarantee for maintenance exceed twenty four (24) months, All Subdivisions whose streets are not accepted at least thirty (30) days prior to the expiration of the financial guarantee shall be required to extend or replace the financial guarantee for an additional twenty four (24) months, or to a date determined by Town Council.. The subdivision administrator shall notify the owner/property owners association at least 90 days prior to the time said guarantee is about to expire. If the owner/property owners' association does not extend or replace said guarantee within 60 days of said notification, the subdivision administrator shall through the town attorney's office, and after notifying the town clerk's office, begin proceedings for calling upon the guarantee,

## **Sec. 46-72. General adherence to article provisions.**

Each subdivision shall contain the improvements specified in this article, which shall be installed in accordance with the requirements of this chapter and paid for by the subdivider. Land shall be dedicated and reserved in each subdivision as specified in this article. Each subdivision shall adhere to the minimum standards of design established by this article.

*(Ord. No. 04-09-13, 401, 9-13-2004)*

## **Sec. 46-73. Suitability of land.**

(a)

Land which has been determined by the town council on the basis of engineering or other expert surveys to pose an ascertainable danger to life or property by reason of its unsuitability for the use proposed shall not be platted for that purpose, unless and until the subdivider has taken the necessary measures to correct said conditions and to eliminate said dangers.

(b)

Areas that have been used for disposal of solid waste shall not be subdivided unless tests by a structural engineer and a soils expert determine that the land is suitable for the proposed development.

(c)

All subdivision proposals shall be consistent with the need to minimize flood damage.

(d)

All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems, if available, located and constructed to minimize flood damage.

*(Ord. No. 04-09-13, § 402, 9-13-2004)*

## **Sec. 46-74. Subdivision and street naming.**

The name of the subdivision and the names of the streets within the subdivision shall not duplicate or closely approximate the name of an existing subdivision or any existing streets within the county.

*(Ord. No. 04-09-13, § 403, 9-13-2004)*

## **Sec. 46-75. Subdivision design.**

(a)

*Blocks.*

(1)

The lengths, widths, and shapes of blocks shall be determined with due regard to provision of adequate building sites suitable to the special needs of the type of use contemplated, zoning requirements, needs for vehicular and pedestrian circulation, control and safety of street traffic, limitations and opportunities of topography, and convenient access to water areas.

(2)

Blocks shall not be less than 400 feet or more than 1,500 feet in length. Where a longer block will reduce the number of railroad grade crossings, major stream crossings, or where blocks will result in less traffic through residential subdivisions from adjoining business areas, the town council may authorize block lengths in excess of 1,500 feet.

(3)

Blocks shall have sufficient width to allow two rows of lots of minimum depth except where single row lots are required to separate residential development from through vehicular traffic or another type of use, in nonresidential subdivisions, or where abutting a water area.

(b)

*Lot dimensions.*

(1)

All lots in new subdivisions shall conform to the zoning requirements of the district in which the subdivision is located. Conformance to zoning requirements means, among other things, that the smallest lot in the subdivision must meet all area and dimensional requirements of [chapter 58](#)

(2)

Orientation of residential lot lines.

a.

Side lot lines shall be substantially at right angles or radial to street lines.

b.

Double frontage lots shall be avoided wherever possible.

(3)

Panhandle lots and other irregular shaped lots may be approved in cases where such lots would not be contrary to the purpose of this chapter, heighten the desirability of the subdivision, and, where necessary, enable a lot to be served by water and/or a waste disposal system. All panhandle lots shall have a minimum road frontage width of 35 feet thereby providing an access strip to the lot. The length of said strip shall not exceed 200 feet. Said strip shall not be used to determine lot area or width or setback lines.

(4)

All minimum lot dimensions may be increased in order to meet any applicable requirements of the appropriate county health department.

(5)

Lots within floodplains shall not be approved for recordation unless the following provisions are met:

a.

*Lots wholly subject to flooding.* No proposed residential building lot that is wholly subject to flooding, as defined herein, shall be approved.

b.

*Lots partially subject to flooding.*

1.

No proposed residential building lot that is partially subject to flooding as defined herein shall be approved unless there is established on the lot plan a contour line representing an elevation no lower than two feet above the base flood line as defined in section 58-229. All buildings or structures designed or intended for residential purposes shall be located on such a lot such that the lowest useable and functional part of the structure shall not be below the elevation of the base flood line, plus two feet.

2.

For the purpose of this subsection, the term "useable and functional part of structure" shall be defined as being inclusive of living areas, basements, sunken dens, basement, utility rooms, crawl spaces, attached carports, garages and mechanical appurtenances such as furnaces, air conditioners, water pumps, electrical conduits, and wiring, but shall not include water lines or sanitary sewer traps, piping and cleanouts; provided that openings for same serving the structure are above the base flood line.

3.

Where only a portion of the proposed lot is subject to flooding as defined herein, such lot may be approved only if there will be available for building a usable lot area of not less than 5,000 square feet. The useable lot area shall be determined by deducting from the total lot area, the area of all yard setbacks required by the applicable zoning regulations and any remaining area of the lot lying within the area of the base

flood (100-year flood) as shown on the Flood Boundary and Floodway Map described in section 58-229.

(c)

*Easements.* Easements shall be provided as follows:

(1)

*Utility easements.* A utility easement of not less than five feet in width shall be provided to the side and rear of each lot and in other locations where deemed necessary. This requirement may be waived by the subdivision administrator if the subdivider can certify on the final record plat where accommodations for such utilities are to be located. Lots in minor subdivisions are exempt from this requirement upon certification that they may be serviced by existing utilities along the public rights-of-way. Wider easement widths may be required if determined necessary by the utility company involved.

(2)

*Drainage easements.* Where a subdivision is traversed by a stream or drainageway, an easement shall be provided conforming with the lines of such a stream and shall be of sufficient width as will be adequate for the purpose and in accordance with section 58-520. Other drainage easements may be required for the proper drainage of all lots.

(3)

*Access easements.* Private and recorded easements created according to subsection 46-76(a) that provide access from an easement lot to a public road.

(Ord. No. 04-09-13, § 404, 9-13-2004; Ord. No. O-2004-21, 9-13-2004)

## **Sec. 46-76. Road standards and buffering along thoroughfares.**

(a)

*Public roads.*

(1)

All subdivision lots, except as provided herein and in section 58-10, shall abut public roads. All public roads shall be built to the design criteria and construction standards of the state department of transportation and the Town for subdivision roads. Streets which are not eligible to be put on the state department of transportation system because there are too few lots or residences shall, nevertheless, be offered for dedication to the public and shall be designed and constructed in accordance with the above-referenced standards. A written maintenance agreement with provision for maintenance of the street until it is accepted as part of the state system shall be included in the final plat.



(2)

Exceptions to the public road frontage requirements shall be as follows: Any lot or tract shall be allowed to have easement lots created for construction of single-family dwellings as the principal use. Creation of such lots is made necessary by virtue of the fact that development of said property by conventional means (i.e., extension of public street) is impractical due to the disproportionate costs of required improvements as compared to the relative value of lots created and is within the spirit and intent of this chapter. These lots shall be created as follows:

a.

The applicant shall submit an application to the planning board with a sketch plat showing the proposed easement lots for approval to proceed further as specified in this section.

b.

All access easement;§ .....; shall be at least 45 feet in width and shall meet or exceed the state department of transportation minimum standards for subdivision road width where possible. The travel surface of said easement shall be at least 16 feet in width. The travel surface need not be paved. The easement shall be maintained at all times in a condition that is passable for service and emergency vehicles.

c.

The creation of easement lots shall follow the procedures of a minor subdivision as outlined in section 46-40. In addition, a statement shall be placed on the subdivision plat acknowledging that said lots were being created upon a privately maintained and recorded easement, and a statement indicating the parties responsible for maintaining the easement.

d.

Creation of such easement lots and access easements shall not impair future extension of an adequate system of public streets to serve such lots.

e.

Easement lots shall not be further subdivided unless the newly created lots abut a public road. Any additional subdivision of easement lots shall be a major subdivision and shall be reviewed using the major subdivision plat approval process.

f.

If public road access becomes available to easement lots, all affected lot owners shall have the easement terminated of record.

(b)

*Subdivision street disclosure statement.* All streets shown on the final plat shall be designated in accordance with G.S. 136-102.6 and designated as a public street and shall be conclusively presumed an offer of dedication to the public. Where streets are dedicated to the public but not accepted into a municipal or the state system before lots are sold, a statement explaining the status of the street shall be included with the final plat.

(c)

*Marginal access street.* Where a tract of land to be subdivided adjoins a major or minor thoroughfare as designated on the town zoning map, the subdivider shall be required by the town council to provide a marginal access street parallel to the major thoroughfare or reverse frontage on a minor street for the lots to be developed adjacent to the major thoroughfare. Where reverse frontage is established, private driveways shall be prevented from having direct access to the thoroughfare. In cases where it is not feasible or practical for the subdivider to provide a marginal access street, or when the town council determines that the installation of a marginal access street would result in a less desirable subdivision design, the town council may grant an exception to the requirement for a marginal access street. In granting said exception the town council shall find that the spirit and intent of this chapter are preserved and that circumstances particular to the subject property, such as topography or shape of the tract, exist to warrant the exception.

(d)

*Buffering along thoroughfares.*

(1)

Where side and rear lot lines abut along a major or minor thoroughfare as designated on the Mecklenburg-Union Metropolitan Planning Organization (MUMPO) thoroughfare plan as adopted by the town, the subdivider shall provide a natural buffer between the lot lines paralleling the thoroughfare and the thoroughfare road right-of-way. The natural buffer shall materially screen all principal and accessory uses from public view from the thoroughfare. The buffer shall consist of a natural planting or a berm with natural planting. Any walls, fences or other constructed devices shall be allowed within the buffer area, and shall be approved by the zoning administrator.

(2)

The subdivider is encouraged to propose the use of existing natural vegetation and/or topography or a combination of existing features as prescribed in this section when the purpose and intent of this section can be met with such methods.

(3)

Such screening shall be located on the property with the use with which it is associated or required, and shall materially screen the subject use from the view of the adjoining properties. Screening shall be in the form of all natural material, including brick with no exposed cement block. When screening is in the form of natural vegetation, a buffer strip at least ten feet wide shall be planted. This strip shall be free of all encroachments by building, parking areas or impervious coverage.

(4)

Buffer requirements include a given minimum distance separation from the property line and required planting trees and shrubs within the buffer. The minimum buffer requirements, which are based on the size of the lot are in accordance with table 46-76

TABLE 46-76

ACRES	less than 0.5	0.5	1.0	1.5	2.0	2.5	3.0	<u>3.5</u>	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0	9.5	<u>10</u> or more	
WIDTH*	<u>10</u>	12	<u>14</u>	16	<u>18</u>	20	<u>22</u>	24	<u>26</u>	28	<u>30</u>	32	<u>34</u>	36	<u>38</u>	40	<u>42</u>	44	<u>46</u>	48	<u>50</u>	
TREES (per 100 ft)	3;arrowrt;		4;arrowrt;			5;arrowrt;			6;arrowrt;			<u>7</u> ;arrowrt;				8;arrowrt;				9		
SHRUBS (per 100 ft)	20;arrowrt;																				20	

\*The minimum width of a buffer may be reduced by an additional 20 percent if a fence or wall is constructed in accordance with these regulations.

ft = feet

(5)

The width of the buffer may be reduced by 20 percent if a wall or fence is provided that meets the following standards:

a.

Any fence or wall shall be constructed in a durable fashion of brick, stone, other masonry materials or wood posts and planks or metal or other materials specifically designed as fencing materials, or any combination thereof as may be approved by the zoning administrator. No more than 25 percent of the fence surface shall be left open, and the finished side of the fence shall face the abutting property. A chainlink fence with plastic, metal or wooden slats may not be used to satisfy the requirements of this section when abutting residential uses and districts;

b.

Walls and fences shall be a minimum height of six feet.

(6)

Required trees and shrubs within the buffer shall meet the following standards:

a.

Forty percent of the required trees within the buffer shall be large mature trees;

b.

All trees shall have a minimum caliper of two inches measured six inches above ground at the time of planting;

c.

Shrubs shall be evergreen and at least three feet tall when planted with the average height of six feet in three to four years. However, 25 percent of the shrubs may vary from the above standard. The allowed variations are as follows:

1.

Shrubs may be deciduous;

2.

Shrubs may be two feet tall when planted, provided an average height of three to four feet is expected as normal growth within four years;

3.

Shrubs planted on a berm may be of lesser height, provided the combined height of the berm and plantings is at least eight feet after four years;

d.

Shrubs and trees shall be on the approved plant list in appendix 1 to [chapter 58](#)

e.

All specifications for the measurement, quality, and installation of trees and shrubs shall be in accordance with the American Standards for Nursery Stock, published by the American Association of Nurserymen, and free of disease; and

f.

Twenty-five percent of all trees will be evergreen.

(7)

Landscaping buffers will have an arrangement of trees and shrubs in the buffer area, which shall be done in a manner that provides a visual separation between abutting land uses. Shrubs shall be massed in rows or groups to achieve the maximum screening effect. Guidelines for the arrangement of plant material are illustrated in table [46-76](#)

(8)

In the event that it can be demonstrated that existing vegetation meets the intent of this section, but the plant materials are not on the approved list, the zoning administrator may waive the requirements for plant materials. If a plant material is not on the approved list, the zoning administrator may determine whether it is acceptable.

(9)

Berms may be used as screening provided such berms are at least six feet in height with a maximum slope of 4:1 as measured from the exterior property line.

a.

Berms shall be stabilized to prevent erosion and landscaped; and

b.

If a berm is constructed, shrubs are required but the number may be reduced by 25 percent. However, constructing a berm does not modify the number of trees required.

(10)

Required buffers shall not be disturbed for any reason except for required driveways, sidewalks, or other pedestrian or bicycle paths, walls, fences, or required landscaping, landscaping maintenance or replacement, or maintenance and construction of berms, or utility lines. However, utility line construction must meet the following requirements:

a.

The removal of any tree larger than six inches caliper or any dogwood or redbud larger than two inches in caliper shall require the approval of the zoning administrator;

b.

No utility easements shall run longitudinally within a buffer yard.

(11)

To the extent possible, the path cleared for the utility lines shall be replaced with plant materials which are consistent with those that existed prior in the buffer yard.

(12)

In no case shall the plant species of *Pueraria lobata* (Kudzu) be used for planting with the buffer.

(13)

The developer shall be required to replace any plant material which has not remained viable or has failed to stabilize the soil through two consecutive growing seasons.

(14)

All buffers shall be constructed in a manner that shall allow for adequate sight distance where subdivision streets intersect with the thoroughfare.

(15)

If utilities are located within the buffer yard, then the right-of-way width must be added to the total buffer width, in addition to the required width in table [46-76](#). This additional buffer width can be added into the calculated lot area.

(16)

If aboveground utilities are to remain in the buffer yard, then all landscaping, including the location of a berm, must be located outside the right-of-way for the utilities.

(17)

The area of the buffer shall be in addition to the lot area as required by [chapter 58](#), and all setbacks as prescribed in [chapter 58](#) shall be measured from the nearest edge of the buffer to any structure of the lot. The buffer area shall become part of the lot on which it is located, or, in the case of commonly-owned property, shall be deeded to the homeowner's association.

(18)

The preliminary plat shall be accompanied by a statement providing for buffer area permanent maintenance by a method acceptable to the town.  
Maintenance of the buffer by the town shall not be an acceptable method.

(e)

*Access to adjacent properties.* Where it is deemed desirable by the town council, proposed streets shall be extended by dedication to the boundary of such property and a temporary turnaround provided.

(f)

*Street design and standards.* Minimum street right-of-way and pavement widths, as well as other engineering design standards shall be in accordance with the minimum

design criteria for subdivision roads as established from time to time, by the division of highways, state department of transportation publication entitled "Subdivision Roads: Minimum Construction Standards", except where modified by the Town of Weddington **Roadway Standards**,

(g)

*Culs-de-sac.*

(1)

Permanent dead-end streets shall not exceed 600 feet in length in conventional subdivisions unless necessitated by topography or property accessibility and if the town council grants a modification per section 46-15. In conservation subdivisions, culs-de-sac may be greater than 600 feet in length in order to prevent the degradation and development of primary and secondary lands within the subdivision, thereby conserving the integrity of the conservation subdivision by preserving open space in an unaltered state. Cul-de-sac in conservation subdivisions shall not inhibit emergency vehicular access. The planning board shall review the sketch plan and existing resource and site analysis plan for a conservation subdivision that proposes culs-de-sac greater than 600 feet in length. Measurement shall be from the point where the centerline of the dead-end street intersects with the center of a through street to the center of the turnaround of the cul-de-sac. The distance from the edge of pavement on the vehicular turnaround to the right-of-way line shall not be less than the distance from the edge of pavement to right-of-way line on the street approaching the turnaround. Cul-de-sac pavement and right-of-way diameters shall be in accordance with NCDOT design standards. Designs other than the "bulb" end design with a circular right-of-way will be subject to the approval of the Division Engineer of the Division of Highways, North Carolina Department of Transportation and the town council after review on an individual basis. Cul-de-sac in conventional subdivisions shall not be allowed where connection with an existing street is possible.

(2)

In certain cases where connectivity is either not possible or not recommended, the town may require the installation of one or more emergency access gates. The homeowner's association is responsible for the maintenance, testing and repairs of all functions of emergency access gates. An annual inspection and test of the gate shall be performed and the results submitted to town hall. Any homeowner's association that is found to be in violation shall be required to maintain a service agreement with a qualified contractor to ensure year round maintenance and to submit a copy of the service agreement to town hall.

(h)

*Improvements within the town limits.*

(1)

Approval of the final plat shall be subject to the subdivider having installed the improvements hereinafter designated or having guaranteed, to the satisfaction of the town council, the installation of said improvements.

(2)

The following requirements shall apply to all streets within the corporate town limits of the town, or if annexation of the subdivision to the town is desired or required by the subdivider:

a.

*Grading.* All streets shall be graded to their full right-of-way width. Finished grade, cross-section and profile shall be in accordance with the Town of Weddington **Standards and** the state department of transportation standards, as established herein.

b.

*Paving.* Road base and paving shall be installed in accordance with the Town of Weddington **Standards and the** state department of transportation standards, as established herein.

(i)

*Street signs.* Appropriate street name signs which meet the standards of town/county specifications shall be placed at all street intersections at the subdivider's expense.

(j)

*Street layout.*

(1)

*Conformity to existing maps or plans.* Streets shall be designed and located in proper relation to existing and proposed streets, to the topography, to such natural features as streams and tree growth, to public convenience and safety, and to the proposed use of land to be served by such streets.

(2)

*Continuation of adjoining streets.* The proposed street layout shall be coordinated with the street system of the surrounding area. Where possible, existing principal streets shall be extended.

(3)

*Large tracts or parcels.* Where land is subdivided into parcels larger than ordinary building lots, such parcels shall be arranged so as to allow for the opening of future streets and logical further resubdivision.

(4)

*Through traffic discouraged on residential collector and local streets.* Residential collector and local streets shall be laid out in such a way that their



use by through traffic will be discouraged. Streets shall be designed or walkways offered for dedication to assure convenient access to parks, playgrounds, schools, or other places of public assembly.

(5)

*Permits for connection to state roads.* An approved permit is required for connection to any existing state system road. This permit is required prior to any construction on the street or road. The application is available at both the Charlotte and Monroe Offices of the Division of Highways.

(6)

*Reservation of future right-of-way.* Whenever a tract of land to be subdivided includes any part of a major or minor thoroughfare shown on the Mecklenburg-Union Thoroughfare Plan adopted by the town, and whenever such right-of-way has been further defined by acceptable locational procedures sufficient to identify properties to be affected, a right-of-way for the major or minor thoroughfare must be platted in the location and to the width specified in the plan. The subdivider is responsible for the reservation of the right-of-way. All measurements involving minimum lot standards under this chapter will be made at the edge of the full/future right-of-way.

(k)

*Utilities.* All utility lines (electric, water, sewer, telephone, gas, etc.,) shall be located underground in all subdivisions.

*(Ord. No. 04-09-13, § 405, 9-13-2004; Ord. No. O-2005-07, 10-10-2005; Ord. No. O-2006-02, 2-13-2006; Ord. No. O-2006-18, 11-19-2006; Ord. No. O-2007-10, 10-8-2007; Ord. No. O-2010-14, 9-13-2010; Ord. No. O-2011-12, 9-12-2011)*

#### **Sec. 46-77. Placement of monuments.**

Unless otherwise specified by this chapter, the Standards of Practice for Land Surveying, as adopted by the state board of registration for professional engineers and land surveyors, under the provisions of 21 N.C. Admin. Code 56, shall apply when conducting surveys for subdivisions, to determine the accuracy for surveys and placement of monuments, control corners, markers, and property corner ties, to determine the location, design and material of monuments, markers, control corners, and property corner ties, and to determine other standards and procedures governing the practice of land surveying for subdivisions.

*(Ord. No. 04-09-13, § 406, 9-13-2004)*

#### **Sec. 46-78. Connection to public water lines.**

(a)

If county or municipal water lines are located within one-half mile of a subdivision of ten to 39 lots, or one mile of a subdivision of 40 lots or more, where the distances are

measured along the roadway to the nearest edge of the property, then the developer must connect to these lines to provide water service and fire protection for the subdivision. Extensions to the county water system shall be made in conformance with the policies and procedures set forth in the current Union County Water and Sewer Extension Policy as approved by the board of county commissioners and Town of Weddington.

(b)

There may be times when the county cannot issue new water permits due to lack of available capacity. If a developer is denied permits for this reason, the town may allow the use of individual domestic wells to serve a proposed development provided that the developer still installs water lines to county specifications as initially approved for fire flow only. The developer shall be responsible for proving to the town that capacity is not available. A determination of what capacity is available and whether to allow the use of individual domestic wells shall lie within the sole discretion of the town.

(c)

The proposed water lines must still meet all the requirements of the Union County Water and Sewer Extension Policy, including providing fire flow protection to the development and taps and meter boxes for each developable lot. If the county and town approve these plans then the use of wells may be approved as an interim measure until such time as water capacity becomes available. The developer will be required to provide written proof that Union County will charge the lines for fire hydrant use.

(d)

As a condition of approval of the proposed development, the developer or property owner shall require these lots with domestic use wells connect to the county system at such time as the county indicates water capacity is available. Individual wells may be converted to irrigation use at the property owners expense provided such conversion is in conformance with the Union County Building Code and Union County Water and Sewer Specifications. The developer and/or property owner shall be responsible for any fees and charges from the county as a condition of connection to the county water system.

(e)

The use of community wells for domestic needs is discouraged and will only be allowed if the water system is built to Union County Water and Sewer Specifications. The system must be capable of meeting the water needs of the community including domestic, irrigation and fire flow requirements and an agreement exists with the county for: 1) the conditions under which the system becomes part of the county system; and 2) an arrangement is made with the county to tap into the county system for working fire hydrants according to the county specifications.

*(Ord. No. O-2010-14, 9-13-2010; Ord. No. O-2012-02, 1-9-2012)*

# **TOWN OF WEDDINGTON ROADWAY STANDARDS**



**TOWN OF WEDDINGTON  
NORTH CAROLINA**

**SEPTEMBER 2014**

## TABLE OF CONTENTS

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Streets and Storm Drainage Design Standards .....	1
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**Streets and Storm Drainage Design Standards**

1. Minimum street right-of-way and pavement widths, as well as other engineering design standards shall be in accordance with the minimum design criteria for subdivision roads as established by the NCDOT publication "Subdivision Roads Minimum Construction Standards", latest revision, except where modified herein or by the Town of Weddington Standard Details for Roadways.
2. A North Carolina Professional Engineer must stamp all roadway construction plans and revisions submitted for Town review. A P.L.S. may certify As-Built drawings verifying that the construction was completed according to plans.
3. Street Classifications
  - a. **Thoroughfare Streets** provide for movement of high volumes of traffic throughout the Town. In general, thoroughfare streets consist of numbered state roads and other major streets as described in the NCDOT, Union County, or Town of Weddington Thoroughfare plan. Design criteria for thoroughfare streets shall be determined by the NCDOT, and construction plans shall be reviewed and approved by the NCDOT District Engineer.
  - b. **Commercial Streets** provide direct access to commercial property and may be served by either thoroughfare or collector streets. Design shall be on a case by case basis.
  - c. **Residential Collector Streets** connect the residential and commercial streets to thoroughfare streets, and may supplement the thoroughfare system by providing a limited amount of through traffic. Collector streets are required when serving more than 100 residential units, when connecting adjoining residential areas, or as determined necessary by the Town. Design criteria for residential collector streets are found in the NCDOT Subdivision Roads Minimum Construction Standards.
  - d. **Residential Local Streets** provide a dual service of lot access and traffic movement between local residential streets and collector streets. Design criteria for residential local streets are found in the NCDOT Subdivision Roads Minimum Construction Standards.
  - e. **Private Streets** Private streets shall be designed to NCDOT public street standards or as otherwise directed by the Town.
4. Site triangles 35' x 35' shall be preserved for all intersections. Additional sight triangles of 10' x 70' shall be provided for access onto thoroughfare, commercial, and NCDOT streets. Site triangles shall be shown on preliminary and final plats, and shall be shown on the overall site drawings.
5. All drainage systems shall be designed according to the criteria found in the NCDOT publication "Guidelines for Hydraulic Design", latest edition.

### **Street and Storm Drainage Construction Standards**

1. Street construction materials and construction standards shall meet N. C. Department of Transportation Standard Specifications for Roads and Structures, and Roadway Standard Drawings as revised January 2012 (and as subsequently amended), except where Town standards are more stringent, or as directed by the Town.

### **General Notes**

The following general notes shall appear at least once on all construction plans.

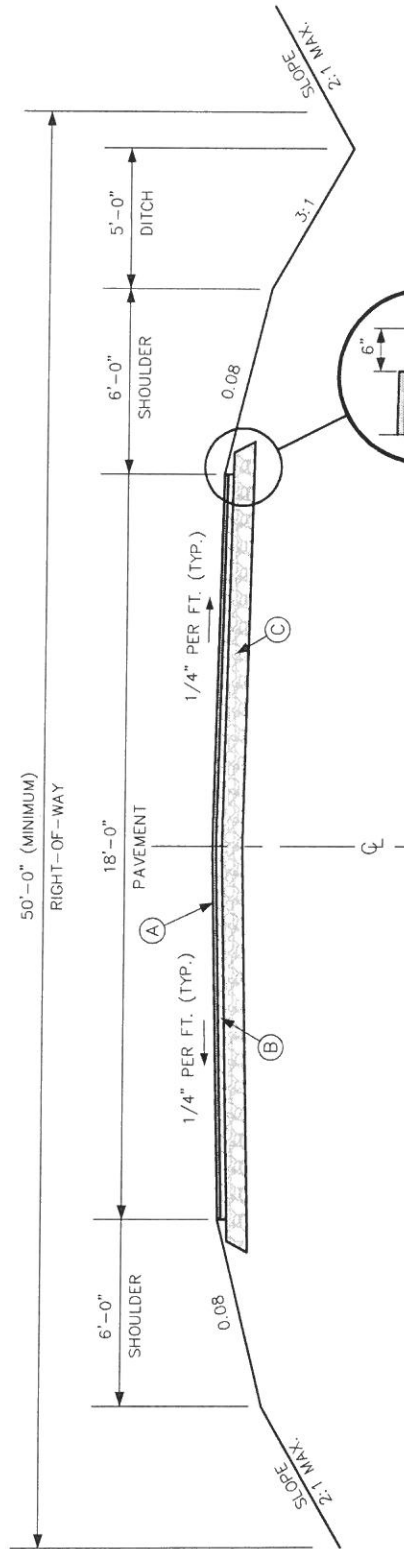
1. Street construction materials and construction standards shall meet N. C. Department of Transportation Standard Specifications for Roads and Structures, and Roadway Standard Drawings as revised January 2012 (and as subsequently amended), except where Town of Weddington standards are more stringent.
2. All erosion control devices shall be constructed and maintained in accordance with the most current NCDENR and Union County standards. Erosion control measures shall be removed at project completion when deemed no longer necessary by the Engineer. All graded areas not under pavement and within the right-of-way or easements shall be prepared, fertilized and limed, seeded, and mulched immediately upon completion of construction.
3. All drainage structures and pipe shall conform to NCDOT standards and specifications.
4. If required by the Town, compaction tests shall be made by an independent testing lab at owner's expense.
5. Proof rolling of street subgrade and aggregate base material shall be performed by the contractor in the presence of the owner's engineer using an over loaded (on-site) triaxle dump with 22-25 tons of stone, third axle lifted. If rain occurs before placing stone on subgrade that has been proofrolled, or if rain occurs prior to placing asphalt on stone base that has been proofrolled, the subgrade and stone base must be proofrolled again. The engineer shall provide written verification to the Town that the subgrade and aggregate base material meet the density requirements as specified. Failure to provide engineer's verification of the subgrade and stone base course compaction could result in delay of final acceptance of the development by the Town.
6. The final lift of asphalt pavement shall not be placed until after 80% of home sites are developed. The final lift of pavement shall not be placed for streets that will be used to access future phases until those phases reach 80% build-out.

7. For roads that are to be privately maintained, a representative of the Town must be present for all proofrolling and asphalt paving operations.
8. Prior to final acceptance, the developer shall be responsible for correcting all problems associated with the project, including those items not necessarily covered by the plans, to insure the satisfactory completion of the total project.



## Town of Weddington Roadway Standard Details – September 2014

<b>ROADWAY STANDARD DETAIL INDEX</b>	
R-100	Typical Section - Residential Local Street with Shoulder and Ditch
R-101	Typical Section – Residential Collector Street with Shoulder and Ditch
R-102	Typical Section - Residential Local Street with Curb and Gutter
R-103	Typical Section - Residential Collector Street with Curb and Gutter
R-104	Typical Section – 2'-0" Valley Gutter (Rolled Type)



#### NOTES:

- SUBGRADE SHALL BE COMPACTED TO A DENSITY OF 100% IN ACCORDANCE WITH AASHTO-T99 AND NCDOT SPECIFICATIONS SECTION 500.
- AGGREGATE BASE COURSE SHALL BE COMPACTED TO A DENSITY OF 100%.
- ASPHALT COMPACTION SHALL BE IN ACCORDANCE WITH NCDOT SECTION 610.
- IF REQUIRED BY THE TOWN, TESTS SHALL BE CONDUCTED BY AN INDEPENDENT TESTING FIRM AT THE DEVELOPERS EXPENSE.
- FINAL LIFT OF PAVEMENT SHALL NOT BE PLACED UNTIL AFTER 80% OF HOME SITES ARE DEVELOPED. THE FINAL LIFT OF PAVEMENT SHALL NOT BE PLACED FOR STREETS THAT WILL BE USED TO ACCESS FUTURE PHASES UNTIL THOSE PHASES REACH 80% BUILD-OUT.

- 1 1/2" BITUMINOUS CONCRETE SURFACE COURSE, S9.5B
- 1 1/2" BITUMINOUS CONCRETE SURFACE COURSE, S9.5B
- 10" COMPACTED AGGREGATE BASE COURSE OR 5" BITUMINOUS CONCRETE BASE COURSE, B25.0C

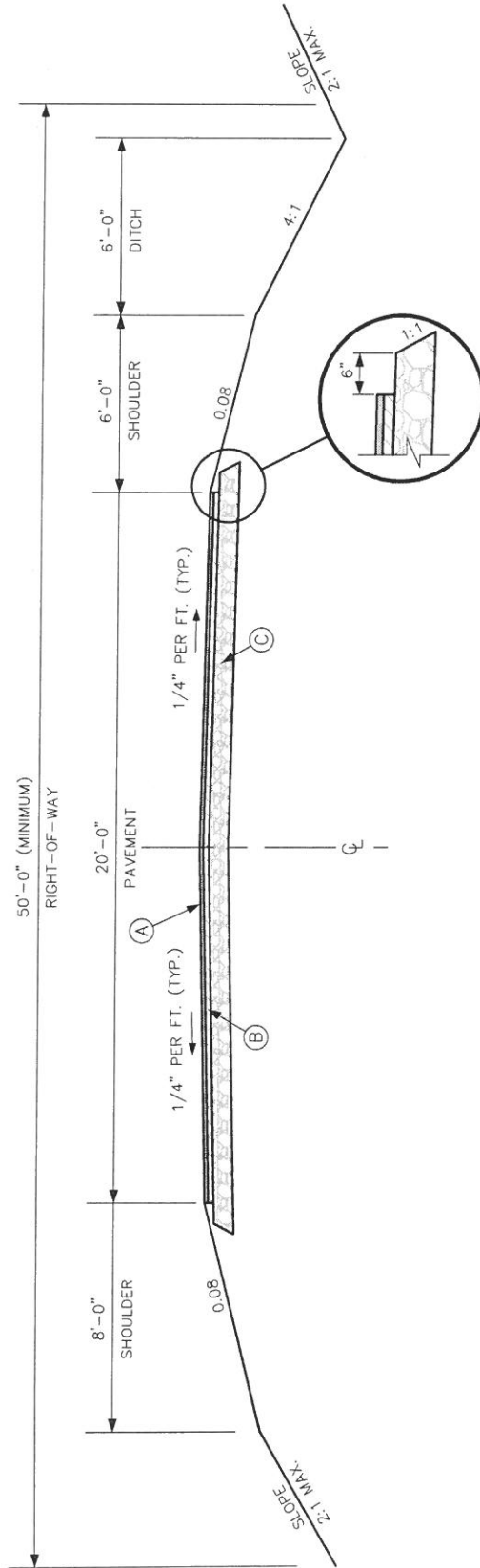
DATE: SEPTEMBER 2014 SCALE: NTS

#### REVISIONS

### TYPICAL SECTION RESIDENTIAL LOCAL STREET WITH SHOULDER AND DITCH

TOWN OF WEDDINGTON  
STANDARD DETAILS  
WEDDINGTON, N.C.

ROADWAY  
R  
STD. NO.  
100



**NOTES:**

1. SUBGRADE SHALL BE COMPACTED TO A DENSITY OF 100% IN ACCORDANCE WITH AASHTO-T99 AND NCDOT SPECIFICATIONS SECTION 500.
  2. AGGREGATE BASE COURSE SHALL BE COMPACTED TO A DENSITY OF 100%.
  3. ASPHALT COMPACTION SHALL BE IN ACCORDANCE WITH NCDOT SECTION 610.
  4. IF REQUIRED BY THE TOWN, TESTS SHALL BE CONDUCTED BY AN INDEPENDENT TESTING FIRM AT THE DEVELOPERS EXPENSE.
  5. FINAL LIFT OF PAVEMENT SHALL NOT BE PLACED UNTIL AFTER 80% OF HOME SITES ARE DEVELOPED. THE FINAL LIFT OF PAVEMENT SHALL NOT BE PLACED FOR STREETS THAT WILL BE USED TO ACCESS FUTURE PHASES UNTIL THOSE PHASES REACH 80% BUILD-OUT.
- (A) 1 1/2" BITUMINOUS CONCRETE SURFACE COURSE, S9.5B  
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 (C) 10" COMPACTED AGGREGATE BASE COURSE OR 5" BITUMINOUS CONCRETE BASE COURSE, B25.0C

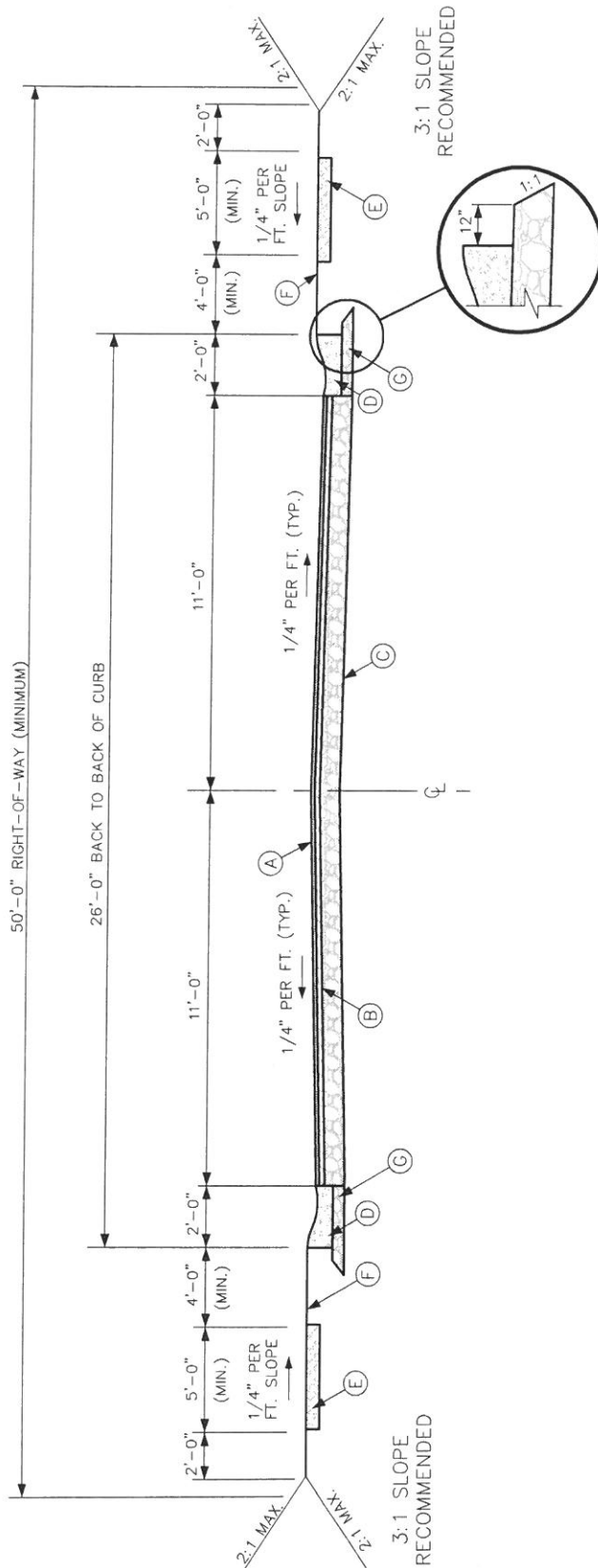
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REVISIONS

**TYPICAL SECTION  
 RESIDENTIAL COLLECTOR STREET  
 WITH SHOULDER AND DITCH**

TOWN OF WEDDINGTON  
 STANDARD DETAILS  
 WEDDINGTON, N.C.

ROADWAY  
 R  
 STD. NO.  
 101



#### NOTES:

- SUBGRADE SHALL BE COMPACTED TO A DENSITY OF 100% IN ACCORDANCE WITH AASHTO-199 AND NCDOT SPECIFICATIONS SECTION 500.
- AGGREGATE BASE COURSE SHALL BE COMPACTED TO A DENSITY OF 100%.
- ASPHALT COMPACTION SHALL BE IN ACCORDANCE WITH NCDOT SPECIFICATION SECTION 610.
- IF REQUIRED BY THE TOWN, TESTS SHALL BE CONDUCTED BY AN INDEPENDENT TESTING FIRM AT THE DEVELOPER'S EXPENSE.
- FINAL LIFT OF PAVEMENT SHALL NOT BE PLACED UNTIL 80% OF HOME SITES ARE DEVELOPED. THE FINAL LIFT OF PAVEMENT SHALL NOT BE PLACED FOR STREETS THAT WILL BE USED TO ACCESS FUTURE PHASES UNTIL THOSE PHASES REACH 80% BUILD-OUT.

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- 1 1/2" BITUMINOUS CONCRETE SURFACE COURSE, S9.5B
- 10" COMPACTED AGGREGATE BASE COURSE OR 5" BITUMINOUS CONCRETE BASE COURSE, B25.0C
- 2'-0" VALLEY GUTTER
- 4" CONCRETE SIDEWALK (OPTIONAL)
- 4'-0" PLANTING STRIP
- 6" MINIMUM COMPACTED AGGREGATE BASE COURSE

DATE: SEPTEMBER 2014 SCALE: NTS

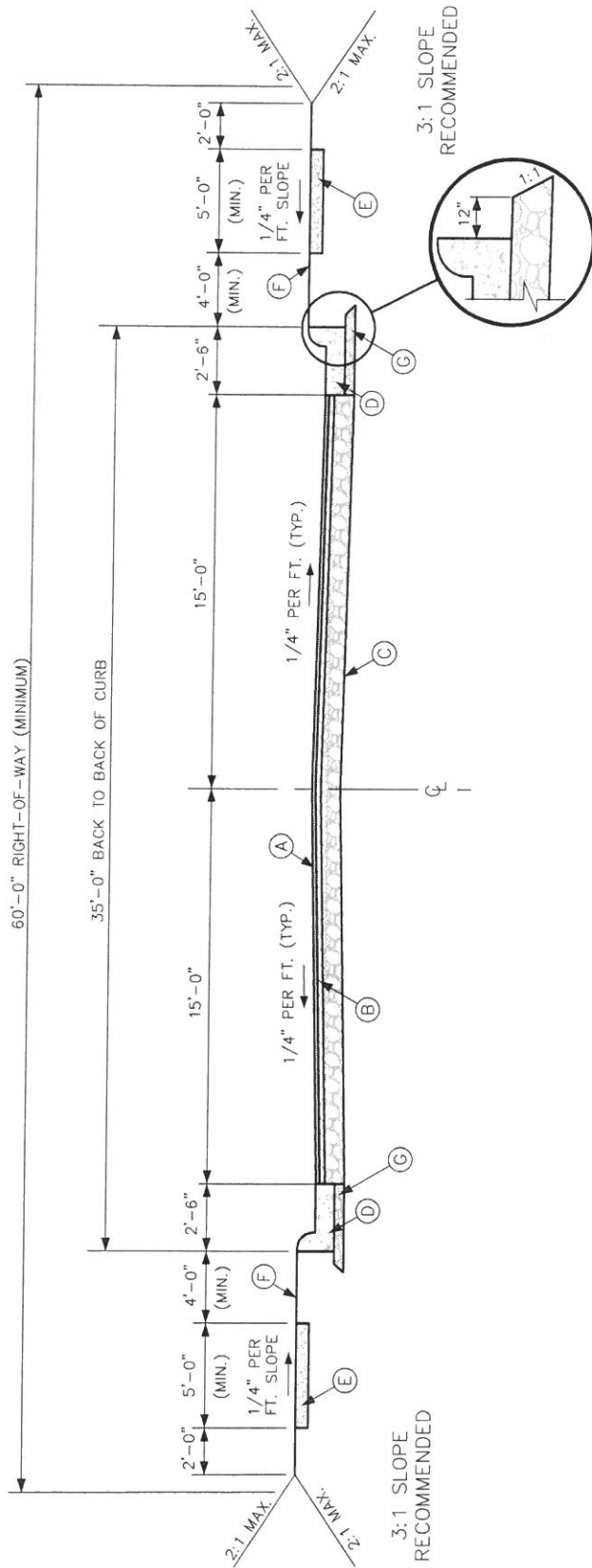
REVISIONS

## TYPICAL SECTION RESIDENTIAL LOCAL STREET WITH CURB AND GUTTER

TOWN OF WEDDINGTON  
STANDARD DETAILS  
WEDDINGTON, N.C.

ROADWAY  
R

STD. NO.  
102



#### NOTES:

1. SUBGRADE SHALL BE COMPACTED TO A DENSITY OF 100% IN ACCORDANCE WITH AASHTO-T99 AND NCDOT SPECIFICATIONS SECTION 500.
  2. AGGREGATE BASE COURSE SHALL BE COMPACTED TO A DENSITY OF 100%.
  3. ASPHALT COMPACTION SHALL BE IN ACCORDANCE WITH NCDOT SECTION 610.
  4. IF REQUIRED BY THE TOWN, TESTS SHALL BE CONDUCTED BY AN INDEPENDENT TESTING FIRM AT THE DEVELOPERS' EXPENSE.
  5. FINAL LIFT OF PAVEMENT SHALL NOT BE PLACED UNTIL AFTER 80% OF HOME SITES ARE DEVELOPED. THE FINAL LIFT OF PAVEMENT SHALL NOT BE PLACED FOR STREETS THAT WILL BE USED TO ACCESS FUTURE PHASES UNTIL THOSE PHASES REACH 80% BUILD-OUT.
- (A) 1 1/2" BITUMINOUS CONCRETE SURFACE COURSE, S9.5B  
(B) 1 1/2" BITUMINOUS CONCRETE SURFACE COURSE, S9.5B  
(C) 10" COMPACTED AGGREGATE BASE COURSE OR 5" BITUMINOUS CONCRETE BASE COURSE, B25.0C  
(D) 2'-6" CONCRETE CURB & GUTTER, NCDOT STD. DETAIL 846.01  
(E) 4" CONCRETE SIDEWALK (OPTIONAL)  
(F) 4'-0" PLANTING STRIP  
(G) 6" COMPACTED AGGREGATE BASE COURSE

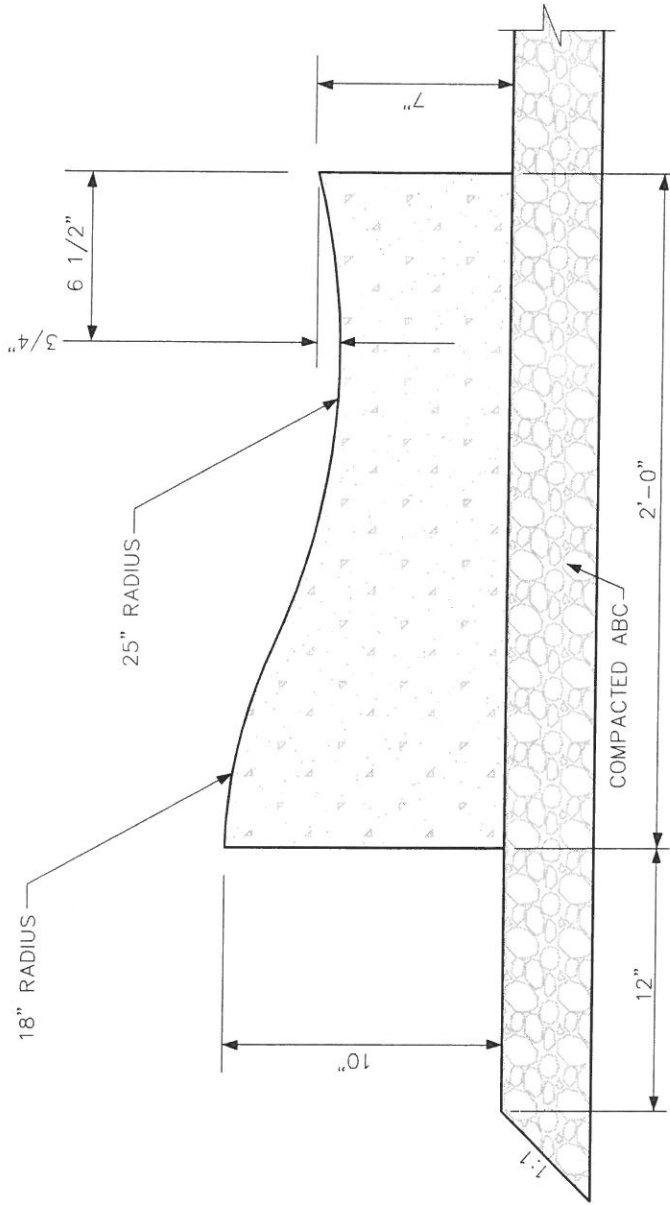
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REVISIONS

## TYPICAL SECTION RESIDENTIAL COLLECTOR STREET WITH CURB AND GUTTER

TOWN OF WEDDINGTON  
STANDARD DETAILS  
WEDDINGTON, N.C.

ROADWAY  
R  
STD. NO.  
103



**NOTES:**

1. CONTRACTION JOINTS SHALL BE PROVIDED AT 10' INTERVALS (15' FOR MACHINE INSTALLED CURB). JOINTS SHALL BE SAWCUT OF A MINIMUM OF 2" DEEP.
2. PROVIDE 1/2" EXPANSION JOINTS AT 90' INTERVALS AND AT ALL STRUCTURES.
3. 6" COMPACTED ABC IS REQUIRED UNDER ALL CURB AND GUTTER.

DATE: SEPTEMBER 2014 SCALE: NTS

REVISIONS

**2'-0" VALLEY GUTTER  
(ROLLED TYPE)**

**TOWN OF WEDDINGTON  
STANDARD DETAILS**

WEDDINGTON, N.C.

ROADWAY

STD. NO.

**104**

# **TOWN OF WEDDINGTON CONSTRUCTION PLAN GUIDELINES**

**DRAFT – 09/18/14**



**TOWN OF WEDDINGTON  
NORTH CAROLINA**

**SEPTEMBER 2014**

**CONSTRUCTION PLAN GUIDELINES**

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Plan Review ..... 1

Construction Plan Submittal Checklist..... 1

As-built Plans ..... 4

As-Built Drawing Plan Submittal Checklist ..... 4

APPENDIX ..... 5



# CONSTRUCTION PLAN GUIDELINES

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## **Plan Review**

Four (4) sets of plans are required for all construction plan reviews. After the initial review, the Town will return to the Engineer of Record comments to be incorporated into the designs or addressed by the Engineer. The Engineer must respond to all comments, or provide written justification as to why the specific comment was not addressed. Two (2) sets of plans are required for all subsequent plan reviews. Plans that do not address the review comments will be returned to the Engineer and not reviewed by the Town. Plan re-submittals will be required until the Town determines that all comments have been satisfactorily addressed.

Upon final approval, the Town will issue a Construction Plan approval letter. The Engineer shall submit three (3) copies of the approved, signed plans to the Town prior to construction. All Contractors, Subcontractors, or other field personnel must complete construction from the approved plans. The Town will not authorize construction projects prior to final plan approval.

## **Construction Plan Submittal Checklist**

The applicant shall review the checklist below to ensure that the submitted plans are in accordance with these standards. All sheets required for the project construction, including any off-site improvements, shall be included in the review submittal. Construction plans for water and sewer installation shall be submitted to Union County Public Works for review, with copy of the plans submitted to the Town for informational purposes only.

- \_\_\_\_\_ 1. Sheets shall be 36" x 24" plan and profile paper. Roadway grading and storm drainage design shall be shown on the same plan sheet.
- \_\_\_\_\_ 2. Scale on plan and profile sheets shall be 1" = 40'; scale on profile view shall be 1" = 40' horizontally and 1" = 4' vertically using a grid showing 1' intervals.
- \_\_\_\_\_ 3. Plans must be tied to the State Plane Coordinate System for all horizontal data and NAVD 88 for all vertical data. No assumed elevations may be used.
- \_\_\_\_\_ 4. All elevations shall be given in relation to mean sea level; elevations in profile view shall be labeled in 5' or 10' intervals on the heavy lines (Ex: 780, 790).
- \_\_\_\_\_ 5. Cover sheet shall include name, telephone number and address of owner, developer or responsible person. Cover sheet shall include name of firm preparing the plans, address, license number, and phone number. Cover sheet shall have a sheet index and a location map with scale a minimum of 1"=100'.
- \_\_\_\_\_ 6. Benchmark elevations and locations shall be shown on plan view.
- \_\_\_\_\_ 7. Plan view shall have a north arrow on each drawing.
- \_\_\_\_\_ 8. Each drawing shall have the following information in the title block: Street or project title, limits, horizontal and vertical scales, original date, revisions date, drawing number, checked by and drawn by. Recommended placement is lower right-hand corner.
- \_\_\_\_\_ 9. The Engineer's seal shall be stamped in the general area of the title block and dated.
- \_\_\_\_\_ 10. The street typical sections and General Notes provided in the Weddington Roadway Standards shall be on the cover sheet or the first sheet of plan and profiles.
- \_\_\_\_\_ 11. Site plan view shall show all property lines. Existing property lines shall be clearly labeled. Right-of-way lines shall be dimensioned and clearly labeled. All existing and proposed easements shall be shown and dimensioned.

## CONSTRUCTION PLAN GUIDELINES

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- \_\_\_\_ 12. Existing centerline profile shall be shown for a minimum of 300 feet from the end of proposed streets, regardless if on-site or offsite.
- \_\_\_\_ 13. All tax pin numbers, lot numbers, existing driveways and parking lots shall be shown on plan view. Houses, building numbers and property owners shall be shown on existing property. Existing and proposed buildings shall be shown as necessary, especially when utility lines run close to these structures.
- \_\_\_\_ 14. Plan view shall show all street names. State road numbers shall be shown if applicable. Plan view should indicate whether existing streets are asphalt, concrete, gravel or dirt. Approved street names, street widths (dimensioned back of curb to back of curb) and right-of-way width shall be labeled in plan view.
- \_\_\_\_ 15. Plan and profile sheets shall show proposed and existing curb and gutter, storm sewers, drainage structures, driveway pipes, water mains, fire hydrants, sanitary sewer mains, etc. All available elevations shall be shown on the profile view. Direction of flow shall be shown on plan view for all sanitary and storm sewers. Drainage structure numbers shall be labeled in plan and profile view.
- \_\_\_\_ 16. Label all proposed and existing storm drainage on plan view AND profile view with size and pipe material. Label all pipe slopes and invert elevations in the profile.
- \_\_\_\_ 17. Stations beginning 0+00 shall be labeled every 100' on plan view and profile view. Stations shall be labeled on plan view along surveyed road centerline.
- \_\_\_\_ 18. Match lines between sheets shall be shown (Ex: See Sheet 3 of 10).
- \_\_\_\_ 19. A 100-year flood plain elevation shall be shown on all plans and profiles where applicable. Overall site plan shall show base flood protection elevation on affected lots and limits of base flood. Flood lines as shown on the FIRM shall be field located.
- \_\_\_\_ 20. Riprap type and dimensions shall be shown on plan view.
- \_\_\_\_ 21. Complete street curve data shall be shown on plans. This information shall include, but is not limited to: intersection radii, vertical curve length, PVI, PVC and PVT station and elevation, low point/high point station and elevation, horizontal curve length, tangent, centerline radius, and delta.
- \_\_\_\_ 22. Detail drawing shall be shown on plan for Cul-de-sac if applicable.
- \_\_\_\_ 23. Include Curb and Gutter detail (Standard or Valley Curb), and detail for transition from valley to standard curb, if applicable.
- \_\_\_\_ 24. Supporting calculations shall be included with all plan submittals unless previously approved. Any plan revisions will require re-submittal of supporting calculations. Supporting calculations shall include but are not limited to drainage area delineation maps, pipe sizing, culvert headwater depths, inlet capacity and spread; hydrologic and hydraulic analysis, stage-discharge or outlet rating curves and inflow and outflow hydrographs for storage facilities, analysis of potential downstream impact/effects of the project, and other supporting calculations as required.
- \_\_\_\_ 25. For existing ponds, provide calculations showing that the existing ponds can safely pass the 50 year storm event with a minimum of 0.50 feet of freeboard at the dam. Calculations should assume full build-out of the drainage basin, and include the post-developed area that drains to the pond.
- \_\_\_\_ 26. For existing or proposed ponds, provide information on the plans regarding top of dam, outlet pipe, and spillway elevations and dimensions for the existing ponds.
- \_\_\_\_ 27. Show and label drainage easement along the stream as required by Zoning Ordinance Section 58-520 "Setbacks from Streams", including professional engineer's certification statement when drainage areas are greater than 50 acres.

## CONSTRUCTION PLAN GUIDELINES

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- \_\_\_\_ 28. Provide flood protection elevations for lots adjacent to streams as required Section 58-520.
- \_\_\_\_ 29. Provide construction specifications for stormwater management facilities.
- \_\_\_\_ 30. Provide structural details of proposed pond outlet structures, embankments, spillways, channels, etc.
- \_\_\_\_ 31. Submit plans to the following review agencies, and provide documentation of permits and approval from each:
  - NCDOT for driveway connection and internal road review (if DOT is to accept maintenance of streets)
  - NCDEMLR Erosion Control
  - NCDEMLR Post Construction Storm Water permit
  - Army Corps of Engineers Wetlands permit, or written verification that there is no disturbance to wetlands
  - NC Dam Safety for dam classification evaluation (if applicable)
- \_\_\_\_ 32. Evidence of acquisition of all necessary legal agreements (e.g., easements, inspection and maintenance agreements, covenants, land trusts)
- \_\_\_\_ 33. Execution of an Operation and Maintenance Agreement with Maintenance Plan for each proposed stormwater control structure. See Appendix for example Maintenance Agreement.
- \_\_\_\_ 34. All plans for review shall be submitted with a cover letter stating the project name and the reason for the submittal. For re-submittals, cover letters shall state that all comments have been addressed, or shall list specific comments not addressed with an explanation as to why the comment was not addressed.

# CONSTRUCTION PLAN GUIDELINES

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## **As-built Plans**

As-built plans shall be submitted prior to final acceptance of any construction project and release of the owner's performance bond. Digital files (on CD) of the final, as-built construction drawings shall be submitted with all as-built plans. Digital files shall contain all water, sanitary sewer, storm drainage, and street design information as shown on the as-built plans.

## **As-Built Drawing Plan Submittal Checklist**

"As-Built" drawings should meet the items listed for detailed design drawings as well as:

- \_\_\_\_\_ 1. Remove or strike through "Proposed" from all manholes, pipes, etc.
- \_\_\_\_\_ 2. Distances should scale within five (5) feet along with corrected stations shown on plan & profile view.
- \_\_\_\_\_ 3. All installed pipe sizes, pipe materials, and pipe locations shall be indicated.
- \_\_\_\_\_ 4. "As-Built" grades, inverts, and locations of all storm drainage structures (storm lines, catch basins, yard inlets, pond volumes and contours, riser elevations, dam and spillway elevations, etc.) shall be shown in plan and/or profile view.
- \_\_\_\_\_ 5. Digital files shall be submitted for all infrastructure installed.
- \_\_\_\_\_ 6. As-Built drawings for water and sewer utilities shall be submitted to Union County Public Works as required.
- \_\_\_\_\_ 7. Submit storm drainage calculations using as-built survey data demonstrating that all systems meet NCDOT and Town standards.

# APPENDIX

**DECLARATION OF COVENANTS**  
**For Maintenance of Water Quality and/or Water Quantity Control Structures**  
**Town of Weddington**

THIS DECLARATION OF COVENANTS, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ hereinafter referred to as the “Developer” to and for the benefit of the Town of Weddington, hereinafter referred to as the “Town” and its successors and assigns.

**WITNESSETH:**

WHEREAS, the Town is authorized to ensure that properties are not unreasonably burdened with stormwater runoff from development or redevelopment activities within its jurisdiction as set forth in the Town Storm Water Management Ordinance; and

WHEREAS, the Developer is the owner of a certain tract or parcel of land more particularly described as: \_\_\_\_\_ (Project Name) being all or part of the land which it acquired by deed dated \_\_\_\_ from \_\_\_\_ grantors, and recorded with the Union County Register of Deeds Office, in Book \_\_\_\_ at Page \_\_\_\_ such property being hereinafter referred to as the “the property;” and

WHEREAS, the Developer desires to construct certain improvements on its property regulated by the Town Storm Water Management Ordinance; and

WHEREAS, in order to construct certain improvements on its property, the Developer desires to build and maintain at its expense, water quality and/or quantity control structures (collectively, the Water Control Structures) more particularly described and shown on plans titled \_\_\_\_\_ (Project Name); and

WHEREAS, the Town or its designee have reviewed and approved the plans associated with the Storm Water Management Plan subject to the execution of this agreement.

NOW THEREFORE, in consideration of the benefits received by the Developer as a result of approval by the Town or its designee of these plans, the Developer, with full authority to execute deeds, mortgages, other covenants, and all rights, title and interest in the property described above, does hereby covenant with the Town of Weddington as follows:

1. The Developer shall develop and attach to this “DECLARATION OF COVENANTS” for recording at the Union County Register of Deeds Office a “MAINTENANCE PLAN” that has been reviewed and approved by the Town or its designee. This Maintenance Plan shall describe the specific maintenance practices to be performed for the above referenced Water Control Structures and include a schedule for implementation of these practices. The Plan shall indicate that the Water Control Structures shall be inspected by a qualified professional on a regular basis to ensure that they are operating properly. The

Plan shall specify the name, mailing address and phone number of the party responsible for the fulfillment of the Maintenance Plan and describe the mechanism by which the funding for the performance of this maintenance shall be secured.

2. The Developer shall perpetually operate, maintain, and repair, at its sole expense, the above-referenced Water Control Structures in strict accordance with the attached Maintenance Plan approved by the Town or its designee.
3. The Developer shall, at its sole expense, make such changes or modifications to the Water Control Structures as may, at the discretion of the Town or its designee, be determined necessary to ensure that the facilities and systems are properly maintained and continue to operate as designed and approved.
4. The Town, its agents, employees and contractors shall have the perpetual right of entry to inspect, monitor, maintain, repair and reconstruct the Water Control Structures.
5. The Developer agrees that should it fail to correct any defects in the above described Water Control Structures within thirty (30) days from the issuance of written notice, or shall fail to operate, maintain, and repair the structures in accordance with the attached Maintenance Plan and with all applicable laws, regulations and rules or, in the event of an emergency as determined by the Town or its designee in its reasonable discretion, the Town or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the Town or its designee deems necessary. The Town or its designee shall then recover from the Developer any and all costs the Town expends to maintain or repair the Water Control Structures or to correct any operational deficiencies. Failure to pay the Town or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of this agreement and interest will accrue on the amounts due at the rate of eight percent (8%) per annum. The Town shall have a lien against the property for such costs (plus interest, collection costs, and reasonable attorneys fees related thereto) in the nature of a mechanic's and materialman's lien. The Town or its designee shall thereafter be entitled to bring an action against the Developer to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both.
6. The Developer shall not obligate the Town to maintain or repair any of the Water Control Structures, and the Town shall not be liable to any person for the condition or operation of any of the Water Control Structures.
7. The Developer shall not in any way diminish, limit, or restrict the right of the Town to enforce any of its ordinances as authorized by law.
8. The Developer shall indemnify, save harmless and defend the Town and its Mayor, Councilmembers, employees, agents, contractors, and designees (collectively, the "Town Parties") from and against any and all claims, demands, suits, liabilities, losses, damages and payments including attorney fees claimed or made by persons not parties to this Declaration against the Town or the Town Parties that are alleged or proven to result or

arise from the Developer's construction, operation, or maintenance of the Water Control Structures.

9. The covenants contained herein shall run with the land and the Developer further agrees that whenever the property shall be held, sold and conveyed, it shall be subject to the covenants, stipulations, agreements and provisions of this Declaration, which shall apply to, bind and be obligatory upon the Developer hereto, its heirs, successors and assigns and shall bind all present and subsequent Developers of the property served by the Water Control Structures. Upon the sale and conveyance by the Developer of the Property (or any portion thereof) of its entire interest therein (including, without limitation, all developer and declarant rights with respect to this agreement and the development of the Property and all of Developer's obligations under this agreement), such Developer shall automatically be deemed to be released of all future obligations thereafter arising under this Declaration; and as to any future Developer or Owner of the Property, or any portion thereof, such future Developer shall automatically be subject and bound by the terms and provisions of this Declaration upon its acquisition of fee simple title to the Property (or portion thereof) in the same manner as the Developer of the Property as of the date hereof is presently bound under this Declaration.
10. The provisions of this Declaration shall be severable and if any phrase, clause, sentence or provisions is declared unconstitutional, or the applicability thereof to the Developer is held invalid, the remainder of this Declaration shall not be affected thereby.
11. In the event that the Town or its designee shall determine at its sole discretion at future time that the Water Control Structures are no longer required, then the Town or its designee shall at the request of the Developer execute a release of this Declaration of Covenants which the Developer shall record at its expenses.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Covenants as of this \_\_\_\_ day of \_\_\_\_, 20\_\_.

FOR THE DEVELOPER(S)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:



On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself to be \_\_\_\_\_, of \_\_\_\_\_, and he as such authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as \_\_\_\_\_ for said \_\_\_\_\_.

WITNESS my hand and Notarial Seal

My commission expires \_\_\_\_\_  
Notary Public

Seen and approved:

\_\_\_\_\_  
(Weddington Zoning Administrator)

## Water Control Structure Maintenance Plan

                     (Project Name)

Town of Weddington

Date:                     , 20    

[This document must be recorded as an Addendum to the Operation & Maintenance Agreement]

- I. General Information** [Complete this table with each Water Control Structure that is planned within the development. Use the same naming system used on the approved plans, ie. Birkdale Phase I Bioretention 1]

BMP ID Name	Street with Block Number	Parcel Tax ID

- II. Site Location Map** (attached) [Attach a small site plan map coinciding with the table above to show the general location of each facility within the development.]

- III. Maintenance Annual Budget** [Provide a simple annual budget for maintenance and inspection and list the source of funding, ie. Developer, trust, HOA, etc. Edit chart below as necessary]

Budget for Maintenance / Inspections		
Expenses	Estimated Costs	Source
[Other]		
Total	\$	

**IV. Escrow Account Activity**

Provide documentation of maintenance escrow account activity. This may be provided in the form of a bank statement which includes the current balance, deposits and withdraws for the previous 12 months.

**V. Maintenance Inspection Reports**

Annual maintenance inspection reports shall be submitted to the Town Administrator. The first report shall be submitted one year following the final approval date of the Water Control Structure and each year thereafter on or before the approval anniversary date. Annual maintenance inspection reports shall be sealed by a registered North Carolina professional engineer or landscape architect. All maintenance activities and inspection reports shall be kept on file by the Developer or subsequent Home Owners Association and made available to the Town if so requested. These inspections shall be discontinued only if the Water Control Structures are accepted for maintenance by the applicable jurisdiction.

**VI. Routine Maintenance Tasks and Schedule**

Provide documentation of specific maintenance tasks and frequency for each type of Water Control Structure.

Maintenance / Inspection Schedule	
Expenses	

Below is section 58-52. Identical changes will also be applicable to the conditional uses section of the following Sections:

58-53 – R-60 single-family district

58-54 – R-40 single-family district

58-58 – R-CD residential conservation district (one minor difference for this section. For Golf courses, it also includes statement, “except on conservation lands”.

#### Sec. 58-52. R-80 single-family district.

The R-80 single-family district is established for areas of very low density residential development which is compatible with the land development plan's concept of retaining the rural character of the community. Densities need to be low due to the suitability of land, lack of public water and sewer, and the compatibility of surrounding development.

(1) *Permitted uses.*

- a. Single-family dwellings.
- b. Mobile homes, classes A and B.
- c. Agricultural uses. Structures housing poultry or livestock and waste removed from any structure shall be located no closer than 150 feet from any property line except that structures housing horses shall be located no closer than 60 feet from any property line. Corrals for bovine and equine animals are exempt from these setbacks.
- d. Horse farm or academy. Structures housing horses shall be located no closer than 60 feet from any property line. Waste removed from any such structure shall be located no closer than 150 feet from any property line.
- e. Family care home for up to six clients, provided that such home is not located within a one-half mile radius from an existing family care home.
- f. Essential services, classes I and IV.
- g. Customary home occupations in accordance with section 58-7
- h. Day care centers, small group.

(2) *Conditional uses.* The following uses may be permitted by the town council in accordance with section 58-271. The council shall address review criteria for each use which is contained in section 58-271

- a. Churches, synagogues and other places of worship, ~~and their customary related uses.~~
- b. Public and private schools serving all grades, including preschool facilities.
- c. Golf courses, parks, playgrounds and community recreational centers (both public and private).
- d. Country clubs, ~~fraternal, social and other civic organizations.~~
- e. Emergency governmental service facilities, including police, fire and rescue.
- f. Cemeteries.
- g. Essential services, classes II and III.
- ~~h. Clubs.~~
- ~~i. Community centers.~~
- ~~j. Public parks and recreational facilities.~~

- k. Private airstrips, provided that:
  - 1. The airstrips may be used only by the owners of the land on which the same is located; provided, however, if the airstrip is located on a bona fide farm, any airplanes engaged in crop dusting may use such airstrip in connection therewith;
  - 2. No flying lessons shall be conducted in airplanes flying from or to the airstrip;
  - 3. No commercial sales of airplanes, parts or fuel shall be conducted at the airstrip;
  - 4. The airstrip shall have been approved by the appropriate state and federal agencies.
- l. Telecommunication towers.
- m. **Public** Libraries.
- n. Planned residential developments, subject to the requirements of section 58-23
- o. Amateur radio towers. An amateur radio tower may also be located on a lot that contains another principal use or structure. In no instance, however, shall the amateur radio tower be located in the front yard of a lot containing another principal structure.
- p. Government or town facility.
- q. Land application of biosolids.
- r. Agritourism.

Sec. 58-271. - Conditional zoning district amendment procedure.

(a) *Application.*

- (1) Petitioning for a conditional zoning district and can be initiated only by the owner of the property or by his authorized agent or the Town of Weddington. All applications must include a site plan, drawn to scale, and supporting text, all of which will, if approved, become a part of the amendment. The site plan, drawn by an architect, landscape architect, or engineer licensed to practice in the state, shall include any supporting information and text that specifies the actual use or uses intended for the property and any rules, regulations and conditions that, in addition to all predetermined requirements of this chapter, will govern the development and use of the property. The applicant shall, at a minimum, include as part of the application each of the items listed below:
  - a. A boundary survey showing the total acreage, present zoning classifications, date, and north arrow.
  - b. The names, addresses and the tax parcel numbers of the owners of all adjoining properties.
  - c. All existing easements, reservations, and rights-of-way on the property to be rezoned.
  - d. Proposed principal uses. For residential uses this shall include the number of units and an outline of the areas where the structures will be located. For nonresidential uses, designation of the areas within the development where particular types of uses will occur, with reference made to the list of uses found in subsection 58-60(1).
  - e. Traffic impact analysis/study for the proposed service area, as determined by the town engineer, shall be required. In addition, traffic, parking and circulation plans, showing the proposed locations and arrangement of parking spaces and access points to adjacent streets including typical parking space dimensions and locations (for all parking facilities along with typical street cross-sections).
  - f. Lot sizes for residential and nonresidential uses and proposed outparcels, as applicable.
  - g. Detailed information on the number, height, size and location of structures.
  - h. All proposed setbacks, buffers, screening and landscaping required by this chapter or otherwise proposed by the applicant.
  - i. All existing and proposed points of access to public streets from the development.
  - j. A detailed description of all proposed phasing of development for the project.
  - k. Number, location, type and size of all signs proposed to be erected by the developer at entrances to the site. Additionally, a general description of other proposed signs including number, location, type and size of all commercial signs. Actual approval of signs shall be a part of the design review provided for in subsection (h)(8) of this section.
  - l. Exterior treatments of all principal structures including proposed materials and general architectural design.
  - m. Delineation of areas within the regulatory floodplain as shown on official flood hazard boundary maps for county.
  - n. Existing and proposed topography at five-foot contour intervals or less.
  - o. Scale and physical relationship of buildings relative to abutting properties. This may be accomplished by providing existing and proposed topographic elevation cross-sections of the site showing proposed structures relative to existing adjacent properties.
  - p. Lighting plan and proof of conformity to the article IV of chapter 14

- (2) Said site plan, including all additional information shown on it, shall constitute part of the application for rezoning to a conditional zoning district. The zoning administrator, on a case-by-case basis and at his sole discretion, may specify how many copies of the application the applicant must submit in order to have enough copies for review. No application shall be deemed complete unless accompanied by a fee in accordance with the most recently adopted fee schedule adopted by the town council. Furthermore, the applicant acknowledges that he/she will reimburse the town for all engineering and consulting services associated with the review of the conditional zoning request prior to any zoning permits being issued by the town for such project.
  - (3) It is further acknowledged that the town reserves the right to approve a rezoning to a B-1(CD), B-2(CD) or MX conditional district simultaneously with the approval of a sketch plan for a major subdivision, providing that all applicable provisions of this section and article II, chapter 46 are followed. Furthermore, an application to rezone property to a conditional zoning district will also require the applicant to submit all construction plans for infrastructure improvements, individual buildings, and signs as provided in subsection (h)(8) of this section.
- (b) *Additional requirements.* When reviewing an application to rezone property to a conditional zoning district, the planning board and/or town council may request additional information in addition to that required in subsection (a) of this section, as they deem necessary.
- (c) *Public involvement meeting.* Once the requisite copies of the application have been submitted to the town and the requisite fees have been paid, a public involvement meeting (PIM) shall be scheduled and held. Such meetings shall occur prior to any recommendation by the planning staff and approval by the town council. The PIM is designed to provide an opportunity for community involvement in accordance with the following requirements:
- (1) The applicant shall provide an agenda, schedule, location and list of participants such as landscape architects, engineers, etc., to answer questions from citizens and service providers for the project in cooperation with the planning staff.
  - (2) The PIM shall be a minimum of four hours. Two hours shall be scheduled during normal business hours to allow service providers (such as the state department of transportation, utilities, or the state department of environment and natural resources) to participate as needed and to allow citizens to appear at a convenient time throughout the period. It is strongly recommended that this portion of the PIM take place at the proposed development site. In addition, a two-hour evening period shall be scheduled at the town hall or other nearby location agreed upon by the applicant and planning staff.
- (3) Notice of public involvement meetings shall, at a minimum, be given as follows:
- a. A public notice shall be sent by the town to a newspaper having general circulation in the town not less than ten days or more than 25 days prior to the date of the PIM.
  - b. A notice shall be sent by first class mail by the town to the owners of all properties that lie within 1,300 feet of the exterior boundaries of the proposed development. The applicant shall furnish the town with mailing labels that depict the names and addresses of all such owners. Such notice shall be mailed to said property owners not less than ten days prior to the date of the PIM. The notification shall contain information regarding the PIM time and location, as well as a general description of the proposal.
  - c. A PIM notification sign shall be posted by the town in a conspicuous place at the property not less than ten days prior to the PIM. The sign shall indicate the date, time and location of the PIM.
  - d. The applicant shall reimburse the town for all expenses incurred to provide the notifications required by this subsection.
- (4) Town staff will keep notes of citizen comments received during the PIM. In addition, all service provider comments shall be recorded by the town, including, but not limited to, all correspondence, reports and oral comments by service providers. After town review, this

information will be available at the town hall and at subsequent meetings concerning the project. When practical, comments, ideas and suggestions presented during the PIM should be incorporated by the developer into the proposed development.

- (5) Following the PIM, the applicant shall have the opportunity to make changes to the application to take into account information and comments received. One or more revised copies of the application shall be submitted to the zoning administrator for review. No additional fee shall be required to be paid for making such changes provided the zoning administrator receives the revised application within 30 days following the PIM. If a revised application is not received during said 30-day period, or if the applicant otherwise notifies the zoning administrator in writing that no revised application will be submitted, the zoning administrator shall review the original application.
- (d) *Zoning administrator approval.* The zoning administrator shall have up to 30 days following any revision of the application (or up to 60 days following the PIM, if no revision is submitted) to make comments. If the administrator forwards no comments to the applicant by the end of said period, the application shall be submitted to the planning board for their review without any further comment. If the zoning administrator provides the applicant with comments on the application, the applicant shall have ten days after receiving the comments to inform the zoning administrator whether the application will be further revised. If the applicant informs the zoning administrator that the application will not be further revised, the zoning administrator shall submit the application to the planning board for their review at the next regularly scheduled meeting. If the applicant informs the zoning administrator that the application will be further revised, the zoning administrator shall not submit the current application to the planning board. Once the applicant submits a revised application, it shall be subject to review in accordance with this section.
- (e) *Planning board review.* The applicant shall submit at least ten copies of the application to the zoning administrator for transmittal to the planning board and other appropriate agencies. The zoning administrator shall present any properly completed application to the planning board at its next regularly scheduled meeting occurring at least 15 days after the application has been deemed complete and ready for submission to the planning board in accordance with subsection 58-271(c)(4) of this section. The planning board may, by majority vote, shorten or waive the 15-day time period provided in this section for receipt of a completed application. The planning board shall have 30 days from the date that the application is presented to it to review the application and to take action. If such period expires without action taken by the planning board, the application shall then be transferred to the town council without a planning board recommendation.
  - (1) A planning board member shall not vote on any conditional zoning amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member.
  - (2) Upon making a recommendation, the planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and with any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the town council that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the town council.
- (f) *Action by town council.* Conditional zoning district decisions are a legislative process subject to judicial review using the same procedures and standards of review as apply to general use district zoning decisions. Conditional zoning district decisions shall take into account applicable adopted land use plans for the area and other adopted land use policy documents and/or ordinances. Prior to making a decision on rezoning a piece of property to a conditional zoning district, the town council shall hold a public hearing. Notice of such public hearing shall be given as prescribed in subsection 58-270(g).
  - (1) A statement analyzing the reasonableness of the proposed rezoning shall be prepared for each application for a rezoning to a conditional district.



- (2) Once the public hearing has been held, the town council shall take action on the application. The town council shall have the authority to:
  - a. Approve the application as submitted;
  - b. Deny approval of the application;
  - c. Approve the application with modifications that are agreed to by the applicant; or
  - d. Submit the application to the planning board for further study. The application may be resubmitted to the planning board with any modifications that are agreed to by the applicant. The planning board shall have up to 30 days from the date of such submission to make a report to the town council. Once the planning board issues its report, or if no report is issued within that time period, the town council can take action on the application in accordance with this subsection.
- (3) In the town council's sole discretion, it may hold additional public hearings on an application at any time before it takes a final vote to approve or deny that application.
- (4) A town council member shall not vote on any conditional zoning amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial and readily identifiable financial impact on the member.
- (g) *Conditions to approval of application.* In approving an application for the reclassification of a piece of property to a conditional zoning district, the planning board may recommend, and the town council may request that reasonable and appropriate conditions be attached to approval of the application. Any such conditions may relate to the relationship of the proposed use to the surrounding property, to proposed support facilities (e.g., parking areas, pedestrian circulation systems), to screening and landscaping, to the timing of development, to street and right-of-way improvements, to water and sewer improvements, to provision of open space, or to any other matters that the planning board or town council may find appropriate or the applicant may propose. Such conditions to approval may include dedication of right-of-way or easements for streets and/or utilities to serve the development. The applicant shall have a reasonable opportunity to consider and respond to any such proposed conditions prior to final action by the town council.
- (h) *Review of plans and construction documents.*
  - (1) If the town council approves the application, the applicant's plans and construction documents will be subject to review in accordance with this section.
  - (2) Where the DRB exists when the applicant submits any plans for review under this section, the DRB will review the plans in accordance with the following procedures. If no DRB exists when the applicant submits a set of plans for review, the functions of the DRB will be performed by the town planning board.
    - a. *Review of building schematics, landscape plans and signs.*
      1. The applicant shall submit to the planning staff for review and comment detailed plans and schematic designs for all buildings on the site, landscaping on the site and signs on the site. The planning staff may provide such submitted plans to town consultants or to other third parties to assist the town's review. The applicant shall reimburse the town for all costs and expenses that the town incurs in reviewing plans under this section.
      2. The applicant need not submit plans for all buildings, landscaping and signs simultaneously, and may instead submit multiple sets of plans, each of which shall be separately and independently reviewed. Notwithstanding this provision, the DRB or the town council need not review plans submitted to it if, in its sole discretion, it determines that it cannot effectively review those plans without simultaneously reviewing plans for other buildings, landscaping and/or signs.

3. If the zoning administrator determines that a set of plans submitted by the applicant is complete and contains all information necessary to determine if those plans satisfy the standards specified in this subsection, the zoning administrator shall forward those plans to the DRB.
  4. The DRB shall have 60 days from the date a set of plans is submitted to it to recommend to the town council whether it should approve those plans. The DRB's recommendation will be based solely upon its determination of whether the plans and schematic designs satisfy the standards specified in this section and meet the requirements of the town's architectural design standards (see chapter 14, article V). If the DRB recommends that any plans not be approved, it shall state the reasons for that recommendation in writing and shall inform the applicant that it may withdraw those plans.
  5. A set of plans shall be submitted to the town council at its next regularly scheduled meeting that occurs at least 15 days after the DRB issues its recommendation on those plans. The applicant may withdraw any plans before they are submitted to the council, and the council will not review any plans that are withdrawn. If the DRB makes no recommendation to the council within 60 days after a set of plans are submitted to it, the plans shall be submitted to the town council for review without a DRB recommendation.
  6. The town will approve any plans submitted to it unless those plans either violate any requirements of this chapter, including any requirements applicable to the particular conditional zoning district at issue, violate any requirements, standards or conditions contained in the applicant's rezoning application, violate any requirements, standards, or conditions that are imposed under subsection (f) of this section, or will cause the development not to be in harmony with its surrounding area (collectively, the provisions of this subsection constitute the standards referenced in this section).
  7. After reviewing plans submitted to it, the town council shall have the authority to:
    - i. Approve the plans;
    - ii. Deny approval of the plans;
    - iii. Approve the plans with any modifications that are agreed to by the applicant; or
    - iv. Submit the plans to the DRB for further study. The plans may be resubmitted to the DRB with any modifications that are agreed to by the town council and the applicant. The DRB shall have 30 days from the date plans are resubmitted to it to make another recommendation to the town council on whether those plans should be approved. If the DRB makes no recommendation to the council within that time frame, the plans shall be resubmitted to the town council for its review.
  8. No building may be constructed unless plans for that building have been approved by the town council in accordance with the process described in this subsection. No landscaping may begin unless plans for that landscaping have been approved by the town council in accordance with the above process. No signs may be erected unless the plans for those signs have been approved by the town council in accordance with the process described in this subsection.
- b. *Review of other construction documents.*
1. Other than schematic designs and plans for buildings, landscaping and signs, all other plans, designs and other documents concerning any other construction or development activities will be reviewed in accordance with this subsection. Documents subject to review under this subsection will be referred to generically as construction documents. Construction documents include, by example only and without limitation, plans for all road improvements, stormwater detention,

preconstruction and postconstruction best management practices and grading, soil and erosion control.

2. The applicant shall submit all construction documents to the town's zoning administrator for review. The applicant shall reimburse the town for all costs and expenses the town incurs in reviewing construction documents. The zoning administrator will approve all construction documents unless they violate the standards of this section. No construction or development contemplated by any construction document may be begun unless and until the zoning administrator has approved that construction document in accordance with this subsection.

- c. *Post approval review.* After any and all plans and construction documents for an improvement have been approved, the town staff or other town representatives will periodically inspect that improvement during the construction process and may halt any construction or development that violates the standards. Following completion of the project, the applicant shall request a final inspection. If all improvements and all other development satisfies the standards, the town will issue a certificate of zoning compliance.

(i) *Changes to an approved conditional zoning district.*

- (1) Except as provided in this section, a request to change the site plan or the conditions governing an approved conditional zoning district shall be processed in accordance with this section as a new application to rezone property to a conditional zoning district.
- (2) The zoning administrator shall have the delegated authority to approve an administrative amendment to an approved conditional zoning district site plan or to the governing conditions without the requested change having to be approved as a new application in accordance with this section. Such administrative amendments shall include only those changes that do not significantly alter the site plan or its conditions and do not significantly impact abutting properties.
- (3) No administrative amendment may increase the amount of allowed nonresidential development by more than ten percent of the approved square footage or 1,000 square feet, whichever is less. No administrative amendment may increase the amount of residential development by more than ten percent of the approved square footage, if a maximum square footage for residential development was imposed, or may increase the maximum number of allowed dwelling units by more than five.
- (4) Any request for an administrative amendment shall be in writing, signed by the property owner, and it shall detail the requested change. The applicant must provide any additional information requested by the zoning administrator. Accompanying the written request must be the applicable fee for administrative review, if any, that is required by the current town fee schedule. Any decision by the zoning administrator to approve or deny a request for an administrative amendment must be in writing and must state the grounds for approval or denial. The zoning administrator shall always have the discretion to decline to exercise the authority delegated by this section because the zoning administrator is uncertain if the requested change would qualify as an administrative amendment or because the zoning administrator determines that a public hearing and town council consideration is appropriate under the circumstances. If the zoning administrator declines to exercise the authority delegated by this section, the applicant can only apply for a rezoning in accordance with this section.

(Ord. No. O-2006-20, § 12.2, 11-13-2006; Ord. No. O-2009-08, 7-13-2009; Ord. No. O-2010-09, 6-14-2010)

(j) *Statement of Readiness*

The petitioner shall submit a statement indicating readiness to proceed with the proposed development by filing with the town council a statement signed by the owner or owners of the proposed development that the actual **construction** shall begin within one year from the date the

conditional use is granted, and that it will be prosecuted to completion within 18 months from the granting of the conditional use permit. In the event the planning board and the town council find that the intent of this section has not been met or that **construction** has not begun within 18 months, proceedings may be instituted for rezoning the area in accordance with article IX of this chapter. It is not the intent of this section to prohibit a reasonable extension of the 18-month limit by the town council.

#### **Sec. 46-43. Major subdivision preliminary plat submission and review.**

- (a) *Applicability.* These requirements shall pertain to major conventional subdivisions only. The submission procedure and content requirements for preliminary plats for conservation subdivisions is outlined in section 46-44
- (b) *Submission procedure.*
  - (1) Following receipt of recommendations by the subdivision administrator, the subdivider shall submit a preliminary plat which shall first be submitted to the subdivision administrator. The number of lots on the preliminary plat may not exceed by five percent the number of lots on the sketch plan. Should they exceed five percent, a new sketch plan shall be filed with the subdivision administrator.
  - (2) At least 14 copies of the preliminary plat shall be submitted to the subdivision administrator. The subdivider shall also submit a fee in accordance with a fee schedule adopted by the town council. No application shall be complete or processed by the subdivision administrator unless accompanied by said fee. In addition, the town shall be reimbursed by the subdivider for all costs associated with the town's engineering and/or consulting services with respect to review of the preliminary plat prior to preliminary plat approval. One copy of the preliminary plat shall be on reproducible mylar material.
  - (3) The preliminary plat shall be of a size suitable for recording with the appropriate county register of deeds and shall be at a scale of not less than one inch equals 200 feet. The preliminary plat shall be prepared by a registered land surveyor currently licensed and registered by the state board for professional engineers and land surveyors. Maps may be placed on more than one sheet with appropriate match lines.
  - (4) Preliminary plats shall meet the specifications in section 46-46
  - (5) With subdivisions where individual septic tanks are the proposed method for wastewater treatment, the preliminary plat shall be accompanied by a report of site suitability for individual wells and septic tanks and soil suitability for septic tank drainfields. The report shall contain all of the information required in section 46-42(d) with respect to soil suitability for septic tank drainfields including findings of any subsequent borings made. The report shall contain a written finding stating that each lot contains, separate from an adequate building site (meeting all setbacks required by the town), a septic tank drainfield, drainfield repair area, and well site all meeting state regulations. **The septic tank drainfield and drainfield repair area must be located either on the same lot as the principal residence for which it is designed, or on a lot designated as a non-buildable septic lot, or in common open space, or within conservation land. Where a non-buildable lot is used, the lot shall contain at least one vacant septic tank field in the result of a septic tank failure. The septic lot will be clearly noted as non-buildable until all septic drainfields and drainfield repair areas are no longer in use, such as when the homes have connected to a public water sewer system.** The report shall contain a map of the subdivision showing the following:
    - a. All streets and property lines;
    - b. Proposed building area for each lot;
    - c. Septic tank drainfield;
    - d. Site and drainfield repair area for each lot; and
    - e. Proposed well site for each lot.
  - (6) The report shall be prepared by a qualified soil scientist and the qualifications of the soil scientist shall be documented in the report. The report shall include the description of soils in accordance with N.C. Admin Code, title 10, chapter 10, subchapter 10A, and the U. S. Department of Agriculture Handbook Number 18, Soil Survey Manual.

- (7) The report shall include a description of soil color, using the Munsell Soil Color Charts, published by Munsell Color, Macbeth Division of Kollmorgen Corporation.
- (8) The report shall draw conclusions as to the suitability of septic systems as derived from the testing, color and type of soil for each sample of soil taken.
- (9) Approval of the proposed lots for septic tanks by the county health department shall be acceptable in lieu of the soils test requirement.
- (10) The subdivision administrator shall review the preliminary plat to ensure it is complete and will notify the subdivider if it is incomplete in any respect. If the subdivision administrator notifies the subdivider that the preliminary plat is incomplete, the subdivider must complete the preliminary plat before any further review will occur.

# APPLICATION FOR SUBMITTAL OF SUBDIVISION PRELIMINARY PLAT

NAME OF PROPOSED SUBDIVISION: Weddington Preserve  
LOCATION OF SUBDIVISION: South side of Lochaven Road, east of the intersection of  
Lochaven Road and Providence Road (NC 16) and west of the intersection of Alderney Court  
and Lochaven Road

PARCEL ID 06153025 TOTAL ACREAGE 58.063 Acres  
ZONING DISTRICT R-CD Conservation NUMBER OF LOTS 48

DEVELOPER: The Pulte Group NAME: The Pulte Group

ADDRESS: 11121 Carmel Commons Blvd., Suite 450  
Charlotte, NC 28226

OWNER (if different from above) Hopewell Farms Limited Partnership  
PHONE: (704) 564-5306

FEF PAID: \$13,200 (\$275 per lot) DATE: 08-22-2014

I (We) The Pulte Group as developer(s) of the property to be subdivided have knowledge of the Town's Zoning and Subdivision Ordinances as they pertain to development in the Town of Weddington. I (we) have received a copy of the Subdivision Checklist.

Zoning Administrator \_\_\_\_\_ Developer \_\_\_\_\_

The Town shall be reimbursed by the subdivider for all costs associated with the Town's engineering and/or consulting services with respect to the review of the preliminary plat prior to preliminary plat approval.

The subdivider shall submit 14 copies of the preliminary plat to the Subdivision Administrator. The Subdivision Administrator shall review the plat within 30 days of submittal.

Please send all correspondence to:  
ESP Associates, P.A.  
3475 Lakemont Blvd  
Fort Mill, SC 29708  
Attn: Matt Levesque  
(704) 634-2056  
mlevesque@espassociates.com

APPLICATION FOR SUBMITTAL  
OF  
SUBDIVISION PRELIMINARY PLAT

NAME OF PROPOSED SUBDIVISION: THE FALLS AT WEDDINGTON

LOCATION OF SUBDIVISION: BETWEEN 3620 & 4300 ANTIOCH CHURCH ROAD

PARCEL ID 06093007 06093008A ZONING DISTRICT R-2D R-40 TOTAL ACREAGE 232.5040 1.9870

NUMBER OF LOTS 185

DEVELOPER:

NAME: FALLS AT WEDDINGTON, LLC

ADDRESS: 811 CORAL RIDGE DRIVE

CORAL SPRINGS, FL 33071

OWNER (if different from above) METROLINA PROPERTIES ET AL

PHONE: 954-931-4771

FEE PAID: \$50,875.00 DATE: 8/29/14

I (We) FALLS AT WEDDINGTON, LLC as developer(s) of the property to be subdivided have knowledge of the Town's Zoning and Subdivision Ordinances as they pertain to development in the Town of Weddington. I (we) have received a copy of the Subdivision Checklist.

\_\_\_\_\_  
Zoning Administrator

\_\_\_\_\_  
Developer

*Jonathan Keith*  
*VP Land Acq. & Development*

*The Town shall be reimbursed by the subdivider for all costs associated with the Town's engineering and/or consulting services with respect to the review of the preliminary plat prior to preliminary plat approval.*

*The subdivider shall submit 14 copies of the preliminary plat to the Subdivision Administrator. The Subdivision Administrator shall review the plat within 30 days of submittal.*



### Sec. 58-13. Temporary structures and uses.



Temporary structures and uses, when in compliance with all applicable provisions of this chapter and all ordinances of the town, shall be approved by the zoning administrator, who shall issue a permit for such approval. The following temporary structures and uses shall be permitted:

(1)

In the event of a disaster, the result of which would require the rebuilding of a dwelling, the owner and his family may occupy a mobile home on the property. The permit shall be issued for a six-month period and may be renewed by the town council, provided construction has proceeded in a diligent manner.

(2)

Mobile homes, construction trailers and temporary buildings not for residential purposes, when used by a contractor for field offices and storage during the building of structures on the same site, are permitted. The permit shall be issued for a six-month period and may be renewed by the town council, provided the construction has proceeded in a diligent manner.

(3)

Any use of a temporary nature (i.e., less than 45 days in duration and held no more than four times per year at any particular location) which would not otherwise be permitted in a particular zoning district and which will materially affect normal activities (i.e., increased traffic, noise, etc.) may be issued a temporary use permit as herein provided. The applicant shall complete and submit an application and a fee, in accordance with a fee schedule adopted by the town council.

a.

The zoning administrator may grant a temporary use permit for the following temporary uses: Sales for civic, charitable and nonprofit organizations, i.e., Christmas tree sales. The permit shall be valid for a specified period only, not to exceed 45 days in duration.

b.

The planning board may issue a temporary use permit for all other temporary uses including public events such as festivals, concerts, carnivals, circuses, etc., **only after the applicant has submitted a completed application, as required in Section 58-13 (3), providing all information listed in the application checklist, and only after a public hearing has been conducted as follows:**

1.

Notices shall be sent by the town by first class mail to the applicant and to owners of all contiguous pieces of property and to all other property owners whose properties lie within 200 feet of any portion of the property in question at least ten days prior to the public hearing. The notice shall indicate the nature of the public hearing and the date, time and place at which it is to occur. The applicant shall provide the town with a list of all affected property owners.

2.

Notice shall also be posted by the town clerk in a conspicuous location at the town hall at least ten days prior to the public hearing. Said notice shall indicate the nature of the public hearing and the date, time and place at which it is to occur.

3.

A sign shall also be placed by the town in a conspicuous location on the subject properties indicating the nature of the public hearing and date, time and place at which it is to occur. Said sign shall be placed on the properties in question at least ten days prior to the public hearing.

4.

Before issuing any temporary use permit, the zoning administrator and/or planning board shall make the following determinations:

(i)

That the proposed temporary use will not materially endanger the public health, welfare and safety;

(ii)

That the proposed temporary use will not have a substantial negative effect on adjoining properties;

(iii)

That the proposed temporary use is in harmony with the general purpose and intent of this chapter and preserves its spirit; and

(iv)

The proposed temporary use is held no more than four times per year at any particular location.

In addition, the planning board may authorize conditions regarding duration of the use, hours of operation, signage,

lighting, temporary structures, **emergency services**, etc., and such conditions shall be made part of the temporary use permit issued. Violations of such conditions shall be considered a violation of this chapter.

c.

The decision of the planning board may be appealed by the applicant to the town council. The decision of the zoning administrator may be appealed by the applicant to the board of adjustment pursuant to article VIII of this chapter. A written application for town council review shall be submitted to the zoning administrator within seven days of the planning board decision.

(4)

Structures, whether temporary or permanent, located in a subdivision, and used as sales offices for the subdivision development are permitted only with a permit granted pursuant to this section. The zoning administrator shall issue such permit for a period of one year. An extension of up to one additional year may be granted by the zoning administrator, provided that the development is being actively marketed and three or more residential lots within the subdivision remain to be sold by the developer. Following this initial extension period, the permit may be extended only within the discretion of the town council and only for a period of time the town council deems appropriate, provided the subdivision is being actively marketed and three or more residential lots within the subdivision remain to be sold by the developer. After the developer sells all lots within the subdivision, or after any permit granted under this section expires, whichever occurs first, the temporary structures shall be removed, and any permanent structures temporarily used as a sales office shall be used only for a purpose otherwise permitted in that district. After a permit issued under this section expires, no other permits under this section may be issued for that same subdivision unless approved by the town council. For purposes of this section, having a sales office within a subdivision, by itself, shall not constitute "actively marketing" the subdivision.

*(Ord. No. 87-04-08, § 4.7, 4-8-1987; Ord. No. O-2003-18, 10-13-2003; Ord. No. O-2003-08, 3-10-2003; Ord. No. O-2007-08, 9-10-2007; Ord. No. O-2010-12, 8-9-2010)*

## **Temporary Use Permit Application Checklist: For Applicant under Section 58-13**

### **Narrative Including:**

- Nature of use
- Duration of use
- Hours of operation
- Lighting
- Temporary structures
- Site plans
- Public health and safety
- Signage

### **List of all adjoining property owners and all properties within 200' of Temporary Use Location**

### **Provide:**

- Projected attendance
- Proof of adequate insurance to cover the event
- Certification of review from Union County Sherriff's Department or NC Highway Patrol regarding traffic and crowd control
- Union County mass gathering permit (required if event charges admission, is located mostly outdoors, and has greater than 200 attendees)
- Certification of review from Union County Health Department
- Department of Revenue Weekend Temporary Sales and Use ID # for retail sales
- Copy of previous TUP issued within 12 months
- Description of waste/trash disposal
- **Confirmation that emergency services will be located on-site for the duration of the event for events with over 200 attendees.**

### **Submit application and fee at least 15 days prior to next Planning Board Meeting**

### **Findings of Fact:**

- The proposed temporary use will not materially endanger the public health, welfare, and safety; and  
**Yes ☐ No ☐**
- The proposed temporary use will not have substantial negative effect on adjoining properties; and  
**Yes ☐ No ☐**
- The proposed temporary use is in harmony with the general purpose and intent of the ordinance and preserves its spirit; and  
**Yes ☐ No ☐**

- The proposed temporary use is held no more than three (3) times per year at any particular location  
Yes ☐ No ☐

In addition, the Planning Board may authorize conditions regarding duration of the use, hours of operation, signage, lighting, temporary structures, **emergency services**, etc. and such conditions shall be made part of the temporary use permit issued. Violations of such conditions shall be considered a violation of this Ordinance.

### **Appeal Process**

The decision of the Planning Board or Zoning Administrator may be appealed by the applicant to the Weddington Town Council. A written application for Town Council review shall be submitted to the Zoning Administrator within seven (7) days of the Planning Board decision.

**AN ORDINANCE TO AMEND SECTION 58-13  
OF THE CODE OF ORDINANCES  
OF THE TOWN OF WEDDINGTON  
O-2014-11**

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON THAT  
SECTION 58-13 OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:**

**Sec. 58-13. Temporary structures and uses.**

Temporary structures and uses, when in compliance with all applicable provisions of this chapter and all ordinances of the town, shall be approved by the zoning administrator, who shall issue a permit for such approval. The following temporary structures and uses shall be permitted:

- (1) In the event of a disaster, the result of which would require the rebuilding of a dwelling, the owner and his family may occupy a mobile home on the property. The permit shall be issued for a six-month period and may be renewed by the town council, provided construction has proceeded in a diligent manner.
- (2) Mobile homes, construction trailers and temporary buildings not for residential purposes, when used by a contractor for field offices and storage during the building of structures on the same site, are permitted. The permit shall be issued for a six-month period and may be renewed by the town council, provided the construction has proceeded in a diligent manner.
- (3) Any use of a temporary nature (i.e., less than 45 days in duration and held no more than four times per year at any particular location) which would not otherwise be permitted in a particular zoning district and which will materially affect normal activities (i.e., increased traffic, noise, etc.) may be issued a temporary use permit as herein provided. The applicant shall complete and submit an application and a fee, in accordance with a fee schedule adopted by the town council.
  - a. The zoning administrator may grant a temporary use permit for the following temporary uses: Sales for civic, charitable and nonprofit organizations, i.e., Christmas tree sales. The permit shall be valid for a specified period only, not to exceed 45 days in duration.
  - b. The planning board may issue a temporary use permit for all other temporary uses including public events such as festivals, concerts, carnivals, circuses, etc., **only after the applicant has submitted a completed application, as required in Section 58-13 (3), providing all**

**information listed in the application checklist, and** only after a public hearing has been conducted as follows:

1. Notices shall be sent by the town by first class mail to the applicant and to owners of all contiguous pieces of property and to all other property owners whose properties lie within 200 feet of any portion of the property in question at least ten days prior to the public hearing. The notice shall indicate the nature of the public hearing and the date, time and place at which it is to occur. The applicant shall provide the town with a list of all affected property owners.
2. Notice shall also be posted by the town clerk in a conspicuous location at the town hall at least ten days prior to the public hearing. Said notice shall indicate the nature of the public hearing and the date, time and place at which it is to occur.
3. A sign shall also be placed by the town in a conspicuous location on the subject properties indicating the nature of the public hearing and date, time and place at which it is to occur. Said sign shall be placed on the properties in question at least ten days prior to the public hearing.
4. Before issuing any temporary use permit, the zoning administrator and/or planning board shall make the following determinations:
  - (i) That the proposed temporary use will not materially endanger the public health, welfare and safety;
  - (ii) That the proposed temporary use will not have a substantial negative effect on adjoining properties;
  - (iii) That the proposed temporary use is in harmony with the general purpose and intent of this chapter and preserves its spirit; and
  - (iv) The proposed temporary use is held no more than four times per year at any particular location.

In addition, the planning board may authorize conditions regarding duration of the use, hours of operation, signage, lighting, temporary structures, **emergency services**, etc., and such conditions shall be made part of the temporary use permit issued. Violations of such conditions shall be considered a violation of this chapter.

- c. The decision of the planning board may be appealed by the applicant to the town council. The decision of the zoning administrator may be

appealed by the applicant to the board of adjustment pursuant to article VIII of this chapter. A written application for town council review shall be submitted to the zoning administrator within seven days of the planning board decision.

- (4) Structures, whether temporary or permanent, located in a subdivision, and used as sales offices for the subdivision development are permitted only with a permit granted pursuant to this section. The zoning administrator shall issue such permit for a period of one year. An extension of up to one additional year may be granted by the zoning administrator, provided that the development is being actively marketed and three or more residential lots within the subdivision remain to be sold by the developer. Following this initial extension period, the permit may be extended only within the discretion of the town council and only for a period of time the town council deems appropriate, provided the subdivision is being actively marketed and three or more residential lots within the subdivision remain to be sold by the developer. After the developer sells all lots within the subdivision, or after any permit granted under this section expires, whichever occurs first, the temporary structures shall be removed, and any permanent structures temporarily used as a sales office shall be used only for a purpose otherwise permitted in that district. After a permit issued under this section expires, no other permits under this section may be issued for that same subdivision unless approved by the town council. For purposes of this section, having a sales office within a subdivision, by itself, shall not constitute "actively marketing" the subdivision.

Adopted this 10<sup>th</sup> day of November, 2014.

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Bill Deter, Mayor

Attest:

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Amy S. McCollum, Town Clerk



## **Sec. 46-40. Procedure for review of minor subdivisions.**

### **(a) Preliminary plat review for minor subdivisions.**

- (1) Prior to submission of a final plat, the subdivider shall submit to the subdivision administrator three copies of a preliminary plat of the proposed subdivision, containing the information shown below:
  - a. A sketch vicinity map including north arrow showing the location of the subdivision in relation to neighboring tracts, subdivisions, roads, and waterways.
  - b. The boundaries of the tracts.
  - c. The total acreage to be subdivided.
  - d. The existing and proposed uses of the land within the subdivision and the existing uses of land adjoining it.
  - e. The name, address and telephone number of the property owner.
  - f. The name of the proposed subdivision.
  - g. Streets and lots of adjacent developed or platted properties.
  - h. The zoning classification of the tract and of adjacent properties.
  - i. With subdivisions where individual septic tanks are the proposed method for wastewater treatment, the preliminary plat shall be based on the physical characteristics of the site. The applicant shall conduct at least two soil core borings for every one acre of land in the tract to be subdivided and the borings shall be an average of at least four feet in depth. Each boring shall be assigned a separate number and the report shall present the findings of each boring. The subdivider shall show the location of each boring, by number assigned, on the preliminary plat. The report shall contain a written finding stating that each lot contains, separate from an adequate building site meeting all setbacks required by the town, a septic tank drain field, drainfield repair area, and area for well site, all meeting state regulations. **The septic tank drainfield and repair area must be located on the same lot as the principal residence for which it is designed.** The report shall contain a map of the subdivision showing the following:
    1. All streets and property lines;
    2. Proposed building area for each lot;
    3. Septic tank and drainfield;
    4. Site and repair area for each lot;
    5. Proposed area for well site for each lot; and
    6. A separate map drawn at the same scale as the final plat showing streets and lot lines, topography with contour intervals of no greater than ten feet (at the discretion of the subdivision administrator contour intervals of five feet may be required), and an accurate mapping of all soil classifications found on the site and general depths thereof.
- (2) The report shall be prepared by a qualified soil scientist and the qualifications and references of the soil scientist shall be documented in the report. Lots to be served by public water shall not be subject to the well site area requirements and lots to be served by public sewer shall not be subject to the septic tank drainfield designation requirements. Approval of the proposed lots by the county health department for septic tanks shall be acceptable in lieu of the soils test requirement.

- (3) The above preliminary plat shall be prepared by a registered land surveyor currently licensed by the state by the state board of registration for professional engineers and land surveyors.
- (4) The preliminary plat shall be submitted to the subdivision administrator along with a fee in accordance with a fee schedule adopted by the town council. No application shall be considered complete or processed by the subdivision administrator unless accompanied by said fee. In addition, the town shall be reimbursed by the subdivider for all costs associated with the town's engineering and/or consulting services with respect to review of the preliminary plat prior to preliminary plat approval. The subdivision administrator shall review the preliminary plat within ten days of its submission for general compliance with the requirements of this chapter and chapter 58, and shall advise the subdivider or his authorized agent of the regulations pertaining to the proposed subdivision and the procedures to be followed in the preparation and submission of the final plat, and shall approve, approve based on certain conditions, or disapprove the preliminary plat.
- (5) One copy of the preliminary plat along with the subdivision administrator's comments, recommendations and/or conditions shall be returned to the subdivider and one copy of the same shall be retained by the subdivision administrator.
- (6) In the event the subdivider disagrees with the written comments and/or recommendations of the subdivision administrator, he may appeal the subdivision administrator's decision to the planning board.
- (7) In the event of an appeal of the subdivision administrator's decision, one copy of the preliminary plat along with the subdivision administrator's comments, recommendations, and his reasons for disapproval shall be forwarded to the planning board. In the event of an appeal of the subdivision administrator's decision, the planning board shall review and approve or disapprove the preliminary plat at its next regular meeting that follows at least 15 days after the subdivision administrator's recommendation regarding the preliminary plat, or at such other meeting as may be called by the planning board to consider same.
- (8) If the preliminary plat is not approved by the planning board, a written statement of the reasons for denial shall be provided to the subdivider, with a copy being returned to the subdivision administrator within seven days of disapproval. Upon making necessary changes, but not later than 180 days from receipt of the disapproved plat by the subdivider, the subdivider may resubmit the preliminary plat to the planning board for approval.
- (9) Preliminary plat approval of a minor subdivision shall constitute a vested right, as defined in G.S. 160A-385.1.

**AN ORDINANCE TO AMEND SECTION 46-40  
OF THE CODE OF ORDINANCES  
OF THE TOWN OF WEDDINGTON  
O-2014-12**

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON THAT  
SECTION 46-40 OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:**

**Sec. 46-40. Procedure for review of minor subdivisions.**

*(a) Preliminary plat review for minor subdivisions.*

- (1) Prior to submission of a final plat, the subdivider shall submit to the subdivision administrator three copies of a preliminary plat of the proposed subdivision, containing the information shown below:
  - a. A sketch vicinity map including north arrow showing the location of the subdivision in relation to neighboring tracts, subdivisions, roads, and waterways.
  - b. The boundaries of the tracts.
  - c. The total acreage to be subdivided.
  - d. The existing and proposed uses of the land within the subdivision and the existing uses of land adjoining it.
  - e. The name, address and telephone number of the property owner.
  - f. The name of the proposed subdivision.
  - g. Streets and lots of adjacent developed or platted properties.
  - h. The zoning classification of the tract and of adjacent properties.
  - i. With subdivisions where individual septic tanks are the proposed method for wastewater treatment, the preliminary plat shall be based on the physical characteristics of the site. The applicant shall conduct at least two soil core borings for every one acre of land in the tract to be subdivided and the borings shall be an average of at least four feet in depth. Each boring shall be assigned a separate number and the report shall present the findings of each boring. The subdivider shall show the location of each boring, by number assigned, on the preliminary plat. The report shall contain a written finding stating that each lot contains, separate from an adequate building site meeting all setbacks required by the town, a septic tank drain field, drainfield repair area, and area for well site, all meeting state regulations. **The septic tank drainfield and repair area must be located on the same lot as the principal residence for which it is designed.** The report shall contain a map of the subdivision showing the following:
    1. All streets and property lines;
    2. Proposed building area for each lot;
    3. Septic tank and drainfield;
    4. Site and repair area for each lot;
    5. Proposed area for well site for each lot; and
    6. A separate map drawn at the same scale as the final plat showing streets and lot lines, topography with contour intervals of no greater than ten feet (at the discretion of the subdivision administrator contour intervals of five feet may be required), and an

accurate mapping of all soil classifications found on the site and general depths thereof.

- (2) The report shall be prepared by a qualified soil scientist and the qualifications and references of the soil scientist shall be documented in the report. Lots to be served by public water shall not be subject to the well site area requirements and lots to be served by public sewer shall not be subject to the septic tank drainfield designation requirements. Approval of the proposed lots by the county health department for septic tanks shall be acceptable in lieu of the soils test requirement.
- (3) The above preliminary plat shall be prepared by a registered land surveyor currently licensed by the state by the state board of registration for professional engineers and land surveyors.
- (4) The preliminary plat shall be submitted to the subdivision administrator along with a fee in accordance with a fee schedule adopted by the town council. No application shall be considered complete or processed by the subdivision administrator unless accompanied by said fee. In addition, the town shall be reimbursed by the subdivider for all costs associated with the town's engineering and/or consulting services with respect to review of the preliminary plat prior to preliminary plat approval. The subdivision administrator shall review the preliminary plat within ten days of its submission for general compliance with the requirements of this chapter and chapter 58, and shall advise the subdivider or his authorized agent of the regulations pertaining to the proposed subdivision and the procedures to be followed in the preparation and submission of the final plat, and shall approve, approve based on certain conditions, or disapprove the preliminary plat.
- (5) One copy of the preliminary plat along with the subdivision administrator's comments, recommendations and/or conditions shall be returned to the subdivider and one copy of the same shall be retained by the subdivision administrator.
- (6) In the event the subdivider disagrees with the written comments and/or recommendations of the subdivision administrator, he may appeal the subdivision administrator's decision to the planning board.
- (7) In the event of an appeal of the subdivision administrator's decision, one copy of the preliminary plat along with the subdivision administrator's comments, recommendations, and his reasons for disapproval shall be forwarded to the planning board. In the event of an appeal of the subdivision administrator's decision, the planning board shall review and approve or disapprove the preliminary plat at its next regular meeting that follows at least 15 days after the subdivision administrator's recommendation regarding the preliminary plat, or at such other meeting as may be called by the planning board to consider same.
- (8) If the preliminary plat is not approved by the planning board, a written statement of the reasons for denial shall be provided to the subdivider, with a copy being returned to the subdivision administrator within seven days of disapproval. Upon making necessary changes, but not later than 180 days from receipt of the disapproved plat by the subdivider, the subdivider may resubmit the preliminary plat to the planning board for approval.
- (9) Preliminary plat approval of a minor subdivision shall constitute a vested right, as defined in G.S. 160A-385.1.

Adopted this 10<sup>th</sup> day of November, 2014.

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Bill Deter, Mayor

Attest:

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Amy S. McCollum, Town Clerk

## ARTICLE XIII

### DIVISION 6. DRAINAGE, STORM WATER MANAGEMENT & WETLAND PROTECTION

#### **Section 58-541. NATURAL DRAINAGE SYSTEM UTILIZED TO EXTENT FEASIBLE**

To the extent practicable, all development shall conform to the natural contours of the land and natural and pre-existing manmade drainage ways shall remain undisturbed.

To the extent practicable, lot boundaries shall be made to coincide with natural and pre-existing manmade drainage ways within subdivisions to eliminate the creation of lots that could only be built upon by altering such drainage ways.

#### **Section 58-542. DEVELOPMENTS MUST DRAIN PROPERLY**

All developments shall be provided with a drainage system that is adequate to prevent the undue retention of surface water on the development site. Surface water shall not be regarded as unduly retained if:

- A. The retention results from a technique, practice or device deliberately installed as part of an approved sedimentation or stormwater runoff control plan; or
- B. The retention is not substantially different in location or degree than that experienced by the development site in its pre-development stage, unless such retention presents a danger to health or safety.

No development may be constructed or maintained so that such development unreasonably impedes the natural flow of water from high adjacent properties across such development, thereby unreasonably causing substantial damage to such higher adjacent properties.

No surface water may be channeled or directed into a sanitary sewer.

Whenever practicable, the drainage system of a development shall coordinate with and connect to the drainage systems or drainage ways on surrounding properties or adjacent streets.

Private roads and access ways within non-subdivided developments shall utilize curb and gutter and storm drains to provide adequate drainage if the grade of such roads or access ways is too steep to provide drainage in another manner, or if other sufficient reasons exist to require such construction.

Construction specifications for drainage swales, curbs and gutters, and storm drains shall be reviewed and approved by the Zoning Administrator with the assistance of the Town's Engineering Consultant, as necessary. All systems shall be designed in accordance with the Town's Stormwater Manual, as adopted, for a fully developed basin upstream based on the adopted town land use plan. Design of such systems shall be certified by a registered North Carolina professional engineer as an integral part of any permit application.

**Section 58-543.                    GENERAL STANDARDS FOR STORMWATER MANAGEMENT**

- A. The Town of Weddington hereby adopts and incorporates herein the provisions contained in the Charlotte-Mecklenburg Stormwater Design Manual, dated January 1, 2014 (as amended) (hereinafter referenced as the “Stormwater Manual”), with the following exceptions:
- 1) Necessary deviations may be necessary to accommodate soil types found in Union County and the Town of Weddington.
  - 2) Rainfall data for stormwater management design calculations shall be the most current available and shall be obtained from the National Oceanic and Atmospheric (NOAA) Precipitation Frequency Data Server website.
  - 3) When discrepancies are found between the Stormwater Manual and the Town of Weddington zoning or subdivision regulations, the stricter regulation shall apply.
  - 4) The Town Engineer, may approve other deviations from the Stormwater Manual in unique cases where hardship is shown. Any deviation is also subject to approval from the Town Council.
- B. All developments shall be constructed and maintained so that properties are not unreasonably burdened with storm water runoff as a result of such developments. More specifically:
- 1) All nonresidential development and all major residential development creating more than 20,000 square feet of impervious area shall provide storm water detention to control the peak stormwater runoff from the 2, 10, 25, 50, and 100 year, 24 hour storm events to pre-development rates. Stormwater volume control shall also be provided for the 1-year, 24 hour storm. Design of facilities shall be consistent with the Stormwater Manual except as stated herein.
  - 2) Minor residential subdivisions and individual single-family residences are exempt from requirements of this section.
  - 3) Stormwater management facilities shall not be located within 20 feet of any property lines.
  - 4) A registered North Carolina professional engineer shall certify documents demonstrating that construction of the project or subdivision will not increase the rate of runoff from the site nor cause any adverse impacts on downstream facilities or property.
  - 5) Where stormwater management facilities are proposed to be constructed, the owners, heirs, assigns or successors of the land, including any homeowners associations, will agree to perpetual maintenance of the facility and will release and hold harmless the Town of Weddington from any liability, claims, demands, attorney’s fees, and costs or judgments arising from said facility. At a minimum, the facility will be inspected by a registered North Carolina professional engineer on a yearly basis and the annual inspection report submitted by the owner to the Zoning Administrator for purposes of compliance.
  - 6) An evaluation of any dam that is part of a stormwater management facility shall be made by the designer, in accordance with the Dam Safety Law of 1967, and submitted to the dam safety engineer for review, if required.
  - 7) No certificate of compliance or release of performance bond funds shall be issued for any development until a registered land surveyor has surveyed the as-built storm drainage and storm

water management facilities and the revised calculations have been submitted to and approved by the Town of Weddington. The revised calculations must be sealed by a registered North Carolina professional engineer. In addition, the Town shall not grant final plat approval unless the Town Engineer has approved the plans, and the Town has approved the as-built detention plans and/or a performance bond has been secured .

- 8) A permanent drainage easement that encompasses the facility shall be shown on a recorded plat, along with an access easement from the facility to a public right-of-way. This easement will be described by metes and bounds on the plat.
- 9) There will be a note placed on the recorded plat that clearly describes who is responsible for maintenance of the stormwater management facilities, pipes, and/or channels located within the permanent facility.
- 10) Required drainage easements for streams shall be provided as described in Zoning Ordinance Section 58-338, "Setbacks from Streams".

## **Section 58-543.1 REQUIREMENTS FOR STORMWATER MANAGEMENT PLAN APPROVAL**

### **A. Stormwater Management Plan Required for All Developments**

No Conditional Use, Vested Rights, Rezoning, or Zoning application for Non-Residential Uses or Preliminary Subdivision Plat for Residential or Non-Residential Uses will be considered as complete unless it includes a stormwater management plan detailing in concept how runoff resulting from the development will be controlled or managed. Preliminary informational meetings with the Town Zoning Administrator or the Planning Board may be allowed without a complete Stormwater Management Concept Plan.

No Zoning Permit or Final Plat approval shall be issued until a satisfactory final stormwater management plan has been reviewed and approved by the Town upon determination that the plan is consistent with the requirements of this ordinance.

All costs for the Town's engineering review of the storm water management concept plans and final plans shall be borne by the owner/developer.

### **B. Stormwater Management Concept Plan Requirements**

A stormwater management concept plan shall be required with all permit applications and will include sufficient information to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site on water resources, and the effectiveness and acceptability of the measures proposed for managing stormwater generated at the project site. The information provided shall meet the design requirements of the Stormwater Manual. The following items are required to be submitted for review of the Stormwater Management Concept Plan:

- 1) Existing conditions and proposed site layout sketch plans, which illustrate at a minimum: existing and proposed topography; perennial and intermittent streams; mapping of predominant soils from soil surveys; boundaries of existing predominant vegetation and proposed limits of clearing and grading; proposed Open Space area; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.

- 2) A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project and a description of the watershed and its relation to the project site. This description should include a discussion of soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as lakes, ponds, floodplains, stream buffers, and other setbacks. Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development.
- 3) A written or graphic concept plan of the proposed post-construction stormwater management system including: preliminary selection and location of proposed structural storm water controls; low impact design elements; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; location of proposed Open Space areas; location of all floodplain/floodway limits; relationship of the site to upstream and downstream properties and drainages; and preliminary location of proposed stream channel modifications, such as bridge or culvert crossings.
- 4) Preliminary selection and rationale for any structural stormwater management practices along with sufficient engineering analysis to show that the proposed stormwater management measures are capable of controlling runoff from the site in compliance with the Town of Weddington Storm Water Management ordinance and the specifications of the Stormwater Manual.
- 5) A note acknowledging responsibility for the operation and maintenance of any stormwater management facility, and that such obligation shall be disclosed to future owners

#### **C. Final Stormwater Management Plan Requirements**

After review of the stormwater management concept plan and modifications to that plan as deemed necessary by the Town, a final stormwater management plan shall be submitted for approval. The final stormwater management plan shall detail how post-construction runoff will be controlled, managed, and maintained in perpetuity, and how the proposed project will meet the requirements of this ordinance. All such plans shall conform to the design requirements of the Stormwater Manual and shall be prepared by a North Carolina licensed professional engineer. The plan submittal shall include all of the information required in the submittal checklist established by the Zoning Administrator

#### **D. Performance Bond/Security**

The Town of Weddington may, at its discretion, require the submittal of a performance security or bond prior to issuance of a permit in order to insure that the stormwater management facilities are installed by the permit holder as required by the approved stormwater management plan. The amount of the installation performance security shall be the total estimated construction cost of the stormwater management practices approved under the permit, plus 50%. The performance security shall contain forfeiture provisions for failure to complete work specified in the stormwater management plan.

The installation performance security shall be released in full only upon submission of "as built plans" and written certification by a registered North Carolina professional engineer that the detention facility has been installed in accordance with the approved plan and other applicable provisions of this ordinance.



## **Section 58-543.2 MAINTENANCE OF STORMWATER FACILITIES**

### **A. General Standards for Maintenance**

The owner, its successors and assigns, including any homeowners association, of a stormwater management facility installed pursuant to this ordinance shall maintain and operate the practice so as to preserve and continue its function in controlling storm water runoff at the degree or amount of function for which the facility was designed.

### **B. Operation and Maintenance Agreement**

Prior to the conveyance or transfer of any lot or building site to be served by a storm water control facility pursuant to this ordinance, and prior to issuance of any permit for development requiring a storm water control facility pursuant to this ordinance, the applicant or owner of the site must execute an operation and maintenance agreement that shall be binding on all subsequent owners of the site, portions of the site, and lots or parcels served by the facility. Until the transference of all property, sites, or lots served by facility, the original owner or applicant shall have primary responsibility for carrying out the provisions of the maintenance agreement.

The operation and maintenance agreement shall require the owner or owners to maintain, repair and, if necessary, reconstruct the storm water control facility, and shall state the terms, conditions, and schedule of maintenance for facility. In addition, it shall grant to the Town a right of entry in the event that the Town Administrator has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the facility; however, in no case shall the right of entry, of itself, confer an obligation on the Town to assume responsibility for the facility.

A maintenance plan must be attached as an addendum to the operation and maintenance agreement which identifies the specific maintenance activities to be performed for each facility. The operation and maintenance agreement and maintenance plan templates to be completed may be found in the Town of Weddington's *Construction Plan Guidelines*. The operation and maintenance agreement must be approved by the Town Administrator prior to construction plan approval. The agreement shall be referenced on the final plat and recorded with the county Register of Deeds upon final plat approval. A copy of the recorded maintenance agreement shall be given to the Town Administrator within fourteen (14) days following its recordation.

For all *structural BMPs* required pursuant to this ordinance, the required operation and maintenance agreement shall include all of the following provisions:

- (1) Acknowledgment that the owner or association shall continuously operate and maintain the stormwater control and management facilities.
- (2) Establishment of an escrow account, which can be spent solely for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the *structural BMPs*. If *structural BMPs* are not performing adequately or as intended or are not properly maintained, the Town of Weddington, in its sole discretion, may remedy the situation, and in such instances the Town of Weddington shall be fully reimbursed from the escrow account. Escrowed funds may be spent by the owner or association for sediment removal, structural, biological or vegetative replacement, major repair, and reconstruction

of the *structural BMPs*, provided that the Town of Weddington shall first consent to the expenditure.

- (3) Both developer contribution and annual sinking funds shall fund the escrow account. Prior to plat recordation or issuance of construction permits, whichever shall first occur, the developer shall pay into the escrow account an amount equal to fifteen (15) per cent of the initial construction cost of the *structural BMPs*. Two-thirds (2/3) of the total amount of sinking fund budget shall be deposited into the escrow account within the first five (5) years and the full amount shall be deposited within ten (10) years following initial construction of the *structural BMPs*. Funds shall be deposited each year into the escrow account. A portion of the annual assessments of the owner or association shall include an allocation into the escrow account. Any funds drawn down from the escrow account shall be replaced in accordance with the schedule of anticipated work used to create the sinking fund budget.
- (4) The percent of developer contribution and lengths of time to fund the escrow account may be varied by the Town of Weddington depending on the design and materials of the stormwater control and management facility.
- (5) Granting to the Town of Weddington a right of entry to inspect, monitor, maintain, repair, and reconstruct *structural BMPs*.
- (6) Allowing the Town of Weddington to recover from the owner or association and its members any and all costs the Town of Weddington expends to maintain or repair the *structural BMPs* or to correct any operational deficiencies. Failure to pay the Town of Weddington all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. In case of a deficiency, the Town of Weddington shall thereafter be entitled to bring an action against the owner or the association and its members to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.
- (7) A statement that this agreement shall not obligate the Town of Weddington to maintain or repair any *structural BMPs*, and the Town of Weddington shall not be liable to any person for the condition or operation of *structural BMPs*.
- (8) A statement that this agreement shall not in any way diminish, limit, or restrict the right of the Town of Weddington to enforce any of its ordinances as authorized by law.
- (9) A provision indemnifying and holding harmless the Town of Weddington for any costs and injuries arising from or related to the structural BMP, unless the Town of Weddington has agreed in writing to assume the maintenance responsibility for the BMP and has accepted dedication of any and all rights necessary to carry out that maintenance.

### **C. Maintenance Easement**

Prior to approval of the Final Stormwater Management Plan, the applicant or owner of the site must execute a maintenance easement agreement that shall be binding on all subsequent owners of land, including any homeowners associations, served by the stormwater management facility. The agreement shall provide for access to the facility at reasonable times for periodic inspection by the Town of Weddington, or their contractor or agent, and for regular or special assessments of property owners to ensure that the facility is maintained in proper working condition to meet design standards and any other provisions established by this ordinance. The easement agreement shall be recorded in the Union County Register of Deeds land records.

### **D. Inspections**

The person responsible for maintenance of any stormwater management facility installed pursuant to this ordinance shall submit to the Zoning Administrator an annual inspection report from a qualified registered North Carolina professional engineer performing services only in their area of competence. The inspection report shall contain all of the following:

- 1) The name and address of the land owner;
- 2) The recorded book and page number of the lot of each stormwater management facility;
- 3) A statement that an inspection was made of all stormwater management facilities;
- 4) The date the inspection was made;
- 5) A statement that all inspected stormwater facilities are performing properly and are in compliance with the terms and conditions of the approved maintenance agreement required by this ordinance; and
- 6) The original signature and seal of the engineer. An original inspection report shall be provided to the Zoning Administrator beginning one year from the date of as-built certification and each year thereafter on or before the anniversary date of the as-built certification.

### **E. Records of Installation and Maintenance Activities**

The owner, its successors and assigns, including any homeowners association, of each storm water management facility shall keep records of inspections, maintenance, and repairs for at least five years from the date of creation of the record and shall submit the same upon reasonable request to the Zoning Administrator.

### **F. Nuisance**

The owner, its successors and assigns, including any homeowners association, of each stormwater management facility, shall maintain it so as not to create a nuisance condition.

## **Section 58-543.3 ENFORCEMENT AND VIOLATIONS**

### **A. General**

The provisions of this ordinance shall be enforced by the Zoning Administrator, his or her designee, or any authorized agent of the Town of Weddington. Whenever this Section refers to the Zoning Administrator, it includes his or her designee as well as any authorized agent of the Town of Weddington.

Any failure to comply with an applicable requirement, prohibition, standard, or limitation imposed by this ordinance, or the terms or conditions of any permit or other development or redevelopment approval or authorization granted pursuant to this ordinance, is unlawful and shall constitute a violation of this ordinance.

Each day that a violation continues shall constitute a separate and distinct violation or offense.

Any person who erects, constructs, reconstructs, alters (whether actively or passively), or fails to erect, construct, reconstruct, alter, repair or maintain any structure, detention facility, stormwater management facility, practice, or condition in violation of this ordinance, as well as any person who participates in, assists, directs, creates, causes, or maintains a condition that results in or constitutes a violation of this ordinance, or fails to take appropriate action, so that a violation of this ordinance results or persists; or an owner, any tenant or occupant, or any other person, who has control over, or responsibility for, the use or development of the property on which the violation occurs shall be subject to the remedies, penalties, and/or enforcement actions in accordance with this Section. For the purposes of this article, responsible person(s) shall include but not be limited to:

- 1) Person Maintaining Condition Resulting In or Constituting Violation
- 2) Any person who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this ordinance, or fails to take appropriate action, so that a violation of this ordinance results or persists.
- 3) Responsibility For Land or Use of Land
- 4) The owner of the land on which the violation occurs, any tenant or occupant of the property, any person who is responsible for storm water management practices pursuant to a private agreement or public document, and any person, who has control over, or responsibility for, the use, development or redevelopment of the property.

### **B. Inspections and Investigations by the Town**

Inspections by the Town of Weddington may be conducted or established on any reasonable basis, including but not limited to routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in detention facility; and evaluating the condition of detention facility.

The Zoning Administrator shall have the authority to conduct such investigation as it may reasonably deem necessary to carry out its duties as prescribed in this ordinance, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigating and inspecting.

No Person shall refuse entry or access to the Zoning Administrator who requests entry for purpose of inspection or investigation, and who presents appropriate credentials, nor shall any Person obstruct, hamper, or interfere with the Zoning Administrator while in the process of carrying out official duties. The Zoning Administrator shall also have the power to require written statements, or the filing of reports under oath as part of an investigation.

#### **58-543.4 REMEDIES AND PENALTIES**

**General** The remedies and penalties provided for violations of this ordinance, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

##### **A. Remedies**

The Zoning Administrator or other authorized agent may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site and served by the stormwater practices in question until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.

As long as a violation of this ordinance continues and remains uncorrected, the Zoning Administrator or other authorized agent may withhold, and the Town Planning Board may disapprove, any request for permit or development approval or authorization provided for by this ordinance or the Zoning Ordinance for the land on which the violation occurs.

The Zoning Administrator, with the written authorization of the Town Council, may institute an action in a court of competent jurisdiction for a mandatory or prohibitory injunction and order of abatement to correct a violation of this ordinance. Any person violating this ordinance shall be subject to the full range of equitable remedies provided in the General Statutes or at common law.

If the violation is deemed dangerous or prejudicial to the public health or public safety and is within the geographic limits prescribed by North Carolina G.S. § 160A-193, the Zoning Administrator, with the written authorization of the Town Council may cause the violation to be corrected and the costs to be assessed as a lien against the property.

The Zoning Administrator may issue a stop work order to the person(s) violating this ordinance. The stop work order shall remain in effect until the person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order may be withdrawn or modified to enable the person to take the necessary remedial measures to cure such violation or violations.

##### **B. Civil Penalties**

Violation of this ordinance may subject the violator to a civil penalty to be recovered in a civil action in the nature of a debt if the violator does not pay the penalty within 30 days after notice of the violation is issued by the Zoning Administrator. Civil penalties may be assessed up to the full allowed by law.

### **C. Criminal Penalties**

Violation of this ordinance may be enforced as a misdemeanor subject to the maximum fine permissible under North Carolina law.

## **Section 58-543.5 PROCEDURES**

### **A. Initiation/Complaint**

Whenever a violation of this ordinance occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint shall state fully the alleged violation and the basis thereof, and shall be filed with the Zoning Administrator, who shall record the complaint. The complaint shall be investigated promptly by the Zoning Administrator.

### **B. Inspection**

The Zoning Administrator shall have the authority, upon presentation of proper credentials, to enter and inspect any land, building, structure, or premises to ensure compliance with this ordinance.

### **C. Notice of Violation and Order to Correct**

When the Zoning Administrator finds that any building, structure, or land is in violation of this ordinance, the Zoning Administrator shall notify, in writing, the property *owner* or other person violating this ordinance. The notification shall indicate the nature of the violation, contain the address or other description of the site upon which the violation is occurring, order the necessary action to abate the violation, and give a deadline for correcting the violation. If civil penalties are to be assessed, the notice of violation shall also contain a statement of the civil penalties to be assessed, the time of their accrual, and the time within which they must be paid or be subject to collection as a debt.

The Zoning Administrator may deliver the notice of violation and correction order personally, by the (Town of Weddington Code Enforcement Officer), by certified or registered mail, return receipt requested, or by any means authorized for the service of documents by Rule 4 of the North Carolina Rules of Civil Procedure.

If a violation is not corrected within a reasonable period of time, as provided in the notification, the Zoning Administrator may take appropriate action under this ordinance to correct and abate the violation and to ensure compliance with this ordinance.

### **D. Extension of Time**

A person who receives a notice of violation and correction order, or the *owner* of the land on which the violation occurs, may submit to the Zoning Administrator a written request for an extension of time for correction of the violation. On determining that the request includes enough information to show that the violation cannot be corrected within the specified time limit for reasons beyond the control of the person requesting the extension, the Zoning Administrator may extend the time limit as is reasonably necessary to allow timely correction of the violation, up to, but not exceeding 90 days. The Zoning Administrator may grant 30-day extensions in addition to the foregoing extension if the violation cannot be corrected within the permitted time due to circumstances beyond the control of the person violating this ordinance. The Zoning Administrator may grant an extension only by written notice of extension. The notice of extension shall state the date prior to which correction must be made, after which the violator will be subject to the penalties described in the notice of violation and correction order.

**E. Enforcement After Time to Correct**

After the time has expired to correct a violation, including any extension(s) if authorized by the Zoning Administrator, the Zoning Administrator shall determine if the violation is corrected. If the violation is not corrected, the Zoning Administrator may act to impose one or more of the remedies and penalties authorized by this ordinance.

**F. Emergency Enforcement**

If delay in correcting a violation would seriously threaten the effective enforcement of this ordinance or pose an immediate danger to the public health, safety, or welfare, then the Zoning Administrator may order the immediate cessation of a violation. Any person so ordered shall cease any violation immediately. The Zoning Administrator may seek immediate enforcement, without prior written notice, through any remedy or penalty authorized by this article.

**Section 58-544. WETLANDS**

All developments shall fully comply with the State and Federal requirements of Sections 401 and 404 of the Clean Water Act, related to the protection of wetlands and surface waters. All developments shall obtain any required permits from the United States Army Corps of Engineers, pursuant to section 404 before submitting a permit application. When required, water quality certifications must also be obtained from the North Carolina Department of Environment and Natural Resources, Division of Water Quality, pursuant to section 401 of the Clean Water Act before submitting a permit application.

**Section 58-545. POND EVALUATION**

All preliminary plats that include proposed permanent ponds, and all preliminary plats that include stormwater runoff to any existing permanent ponds, shall be subject to the review of the state dam safety engineer. An evaluation of the pond dam shall be made by the designer, in accordance with the Dam Safety Law of 1967, and submitted to the dam safety engineer for review.

All proposed ponds shall be designed and constructed to safely withstand the 100-year storm with a minimum of one foot of freeboard at the dam. Design calculations shall include the assumption of future buildout of the drainage basin.

All existing ponds shall be evaluated and rehabilitated as necessary to ensure that the ponds will safely withstand the 50-year storm with a minimum of 0.50 feet of freeboard at the dam. Design calculations shall include the assumption of future buildout of the drainage basin.

**Section 58-546. NPDES STORMWATER PROGRAM PHASE II  
(POST CONSTRUCTION STORMWATER MANAGEMENT)**

Development and redevelopment projects within the Town of Weddington must apply to the NC Department of Energy, Mineral, and Land Resources for a State Stormwater permit. Written approval from the State shall be required prior to Town approval of proposed development.

The requirements for post-construction stormwater management apply to developments in which the total land disturbance is one acre or more. The NPDES program classifies development into two categories:

low-density and high density. Both categories of projects require a permit. Project design requirements are shown in Section 9 of S.L. (Session Law) 2006-246. Exclusions from Post-Construction Practices are shown in Section 8.

New development activities within the Sixmile Creek Watershed are subject to more stringent requirements as a result of an Administrative Law Judge ruling and Environmental Management Commission (EMC) decisions relating to the protection of the Carolina Heelsplitter, an endangered species. NCDENR policies shall govern development in this watershed and specific requirements should be verified with State personnel.

#### **Section 58-547.        DEFINITIONS**

When used in this Ordinance, the following words and terms shall have the meaning set forth in this section, unless other provisions of this Ordinance specifically indicate otherwise.

**Built-upon area (BUA)** - That portion of a development project that is covered by impervious or partially impervious surface including, but not limited to, buildings; pavement and gravel areas such as roads, parking lots, and paths; and recreation facilities such as tennis courts. “Built-upon area” does not include a wooden slatted deck, the water area of a swimming pool, or pervious or partially pervious paving material to the extent that the paving material absorbs water or allows water to infiltrate through the paving material.

**Detention**- The temporary storage of storm water runoff in a stormwater management practice with the goals of controlling peak discharge rates and discharge volume

**Development**- Any land-disturbing activity that increases the amount of built upon area or that otherwise decreases the infiltration of precipitation into the soil.

**Drainage Easement**- An area of land dedicated for the purpose of conveying stormwater runoff by means of an open channel or drainage pipe.

**Floodplain**- The one percent Annual Chance Floodplain as delineated by the North Carolina Floodplain Mapping Program in the Division of Emergency Management.

**Freeboard**- The elevation difference between the full pond and the crest of the dam embankment. Freeboard protects the bank from wave action and overtopping under high-intensity rainfall.

**Impervious Area**- Surfaces that cannot effectively infiltrate rainfall (e.g., building rooftops, pavement, gravel surfaces, sidewalks, driveways, etc).

**Runoff**- The excess precipitation from rain or snowfall which flows over the ground.

**Stormwater Management Facility**- A physical device designed to alter or reduce stormwater runoff velocity, amount, timing, or other characteristics to approximate the pre-development hydrology on a developed site. “Stormwater Management Facility” is synonymous with “stormwater control facility”, “stormwater management practice”, “detention facility”, and similar terms used in this ordinance.



**AN ORDINANCE TO AMEND ARTICLE XIII  
OF THE CODE OF ORDINANCES  
OF THE TOWN OF WEDDINGTON  
O-2014-14**

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON THAT  
ARTICLE XIII OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:**

**ARTICLE XIII**

**DIVISION 6. DRAINAGE, STORM WATER MANAGEMENT & WETLAND  
PROTECTION**

**Section 58-541.        NATURAL DRAINAGE SYSTEM UTILIZED TO EXTENT FEASIBLE**

To the extent practicable, all development shall conform to the natural contours of the land and natural and pre-existing manmade drainage ways shall remain undisturbed.

To the extent practicable, lot boundaries shall be made to coincide with natural and pre-existing manmade drainage ways within subdivisions to eliminate the creation of lots that could only be built upon by altering such drainage ways.

**Section 58-542.        DEVELOPMENTS MUST DRAIN PROPERLY**

All developments shall be provided with a drainage system that is adequate to prevent the undue retention of surface water on the development site. Surface water shall not be regarded as unduly retained if:

- A. The retention results from a technique, practice or device deliberately installed as part of an approved sedimentation or stormwater runoff control plan; or
- B. The retention is not substantially different in location or degree than that experienced by the development site in its pre-development stage, unless such retention presents a danger to health or safety.

No development may be constructed or maintained so that such development unreasonably impedes the natural flow of water from high adjacent properties across such development, thereby unreasonably causing substantial damage to such higher adjacent properties.

No surface water may be channeled or directed into a sanitary sewer.

Whenever practicable, the drainage system of a development shall coordinate with and connect to the drainage systems or drainage ways on surrounding properties or adjacent streets.

Private roads and access ways within non-subdivided developments shall utilize curb and gutter and storm drains to provide adequate drainage if the grade of such roads or access ways is too steep to provide drainage in another manner, or if other sufficient reasons exist to require such construction.

Construction specifications for drainage swales, curbs and gutters, and storm drains shall be reviewed and approved by the Zoning Administrator with the assistance of the Town's Engineering Consultant, as necessary. All systems shall be designed in accordance with the Town's Stormwater Manual, as adopted, for a fully developed basin upstream based on the adopted town land use plan. Design of such systems shall be certified by a registered North Carolina professional engineer as an integral part of any permit application.

**Section 58-543. GENERAL STANDARDS FOR STORMWATER MANAGEMENT**

- A. The Town of Weddington hereby adopts and incorporates herein the provisions contained in the Charlotte-Mecklenburg Stormwater Design Manual, dated January 1, 2014 (as amended) (hereinafter referenced as the "Stormwater Manual"), with the following exceptions:
- 1) Necessary deviations may be necessary to accommodate soil types found in Union County and the Town of Weddington.
  - 2) Rainfall data for stormwater management design calculations shall be the most current available and shall be obtained from the National Oceanic and Atmospheric (NOAA) Precipitation Frequency Data Server website.
  - 3) When discrepancies are found between the Stormwater Manual and the Town of Weddington zoning or subdivision regulations, the stricter regulation shall apply.
  - 4) The Town Engineer, may approve other deviations from the Stormwater Manual in unique cases where hardship is shown. Any deviation is also subject to approval from the Town Council.
- B. All developments shall be constructed and maintained so that properties are not unreasonably burdened with storm water runoff as a result of such developments. More specifically:
- 1) All nonresidential development and all major residential development creating more than 20,000 square feet of impervious area shall provide storm water detention to control the peak stormwater runoff from the 2, 10, 25, 50, and 100 year, 24 hour storm events to pre-development rates. Stormwater volume control shall also be provided for the 1-year, 24 hour storm. Design of facilities shall be consistent with the Stormwater Manual except as stated herein.
  - 2) Minor residential subdivisions and individual single-family residences are exempt from requirements of this section.
  - 3) Stormwater management facilities shall not be located within 20 feet of any property lines.
  - 4) A registered North Carolina professional engineer shall certify documents demonstrating that construction of the project or subdivision will not increase the rate of runoff from the site nor cause any adverse impacts on downstream facilities or property.
  - 5) Where stormwater management facilities are proposed to be constructed, the owners, heirs, assigns or successors of the land, including any homeowners associations, will agree to perpetual maintenance of the facility and will release and hold harmless the Town of Weddington from any liability, claims, demands, attorney's fees, and costs or judgments arising from said facility. At a minimum, the facility will be inspected by a registered North Carolina professional engineer on a yearly basis and the annual inspection report submitted by the owner to the Zoning Administrator for purposes of compliance.

- 6) An evaluation of any dam that is part of a stormwater management facility shall be made by the designer, in accordance with the Dam Safety Law of 1967, and submitted to the dam safety engineer for review, if required.
- 7) No certificate of compliance or release of performance bond funds shall be issued for any development until a registered land surveyor has surveyed the as-built storm drainage and storm water management facilities and the revised calculations have been submitted to and approved by the Town of Weddington. The revised calculations must be sealed by a registered North Carolina professional engineer. In addition, the Town shall not grant final plat approval unless the Town Engineer has approved the plans, and the Town has approved the as-built detention plans and/or a performance bond has been secured .
- 8) A permanent drainage easement that encompasses the facility shall be shown on a recorded plat, along with an access easement from the facility to a public right-of-way. This easement will be described by metes and bounds on the plat.
- 9) There will be a note placed on the recorded plat that clearly describes who is responsible for maintenance of the stormwater management facilities, pipes, and/or channels located within the permanent facility.
- 10) Required drainage easements for streams shall be provided as described in Zoning Ordinance Section 58-338, "Setbacks from Streams".

#### **Section 58-543.1 REQUIREMENTS FOR STORMWATER MANAGEMENT PLAN APPROVAL**

##### **A. Stormwater Management Plan Required for All Developments**

No Conditional Use, Vested Rights, Rezoning, or Zoning application for Non-Residential Uses or Preliminary Subdivision Plat for Residential or Non-Residential Uses will be considered as complete unless it includes a stormwater management plan detailing in concept how runoff resulting from the development will be controlled or managed. Preliminary informational meetings with the Town Zoning Administrator or the Planning Board may be allowed without a complete Stormwater Management Concept Plan.

No Zoning Permit or Final Plat approval shall be issued until a satisfactory final stormwater management plan has been reviewed and approved by the Town upon determination that the plan is consistent with the requirements of this ordinance.

All costs for the Town's engineering review of the storm water management concept plans and final plans shall be borne by the owner/developer.

##### **B. Stormwater Management Concept Plan Requirements**

A stormwater management concept plan shall be required with all permit applications and will include sufficient information to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site on water resources, and the effectiveness and acceptability of the measures proposed for managing stormwater generated at the project site. The

information provided shall meet the design requirements of the Stormwater Manual. The following items are required to be submitted for review of the Stormwater Management Concept Plan:

- 1) Existing conditions and proposed site layout sketch plans, which illustrate at a minimum: existing and proposed topography; perennial and intermittent streams; mapping of predominant soils from soil surveys; boundaries of existing predominant vegetation and proposed limits of clearing and grading; proposed Open Space area; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.
- 2) A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project and a description of the watershed and its relation to the project site. This description should include a discussion of soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as lakes, ponds, floodplains, stream buffers, and other setbacks. Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development.
- 3) A written or graphic concept plan of the proposed post-construction stormwater management system including: preliminary selection and location of proposed structural storm water controls; low impact design elements; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; location of proposed Open Space areas; location of all floodplain/floodway limits; relationship of the site to upstream and downstream properties and drainages; and preliminary location of proposed stream channel modifications, such as bridge or culvert crossings.
- 4) Preliminary selection and rationale for any structural stormwater management practices along with sufficient engineering analysis to show that the proposed stormwater management measures are capable of controlling runoff from the site in compliance with the Town of Weddington Storm Water Management ordinance and the specifications of the Stormwater Manual.
- 5) A note acknowledging responsibility for the operation and maintenance of any stormwater management facility, and that such obligation shall be disclosed to future owners

#### **C. Final Stormwater Management Plan Requirements**

After review of the stormwater management concept plan and modifications to that plan as deemed necessary by the Town, a final stormwater management plan shall be submitted for approval. The final stormwater management plan shall detail how post-construction runoff will be controlled, managed, and maintained in perpetuity, and how the proposed project will meet the requirements of this ordinance. All such plans shall conform to the design requirements of the Stormwater Manual and shall be prepared by a North Carolina licensed professional engineer. The plan submittal shall include all of the information required in the submittal checklist established by the Zoning Administrator

#### **D. Performance Bond/Security**

The Town of Weddington may, at its discretion, require the submittal of a performance security or bond prior to issuance of a permit in order to insure that the stormwater management facilities are installed by the permit holder as required by the approved stormwater management plan. The amount

of the installation performance security shall be the total estimated construction cost of the stormwater management practices approved under the permit, plus 50%. The performance security shall contain forfeiture provisions for failure to complete work specified in the stormwater management plan.

The installation performance security shall be released in full only upon submission of "as built plans" and written certification by a registered North Carolina professional engineer that the detention facility has been installed in accordance with the approved plan and other applicable provisions of this ordinance.

## **Section 58-543.2 MAINTENANCE OF STORMWATER FACILITIES**

### **A. General Standards for Maintenance**

The owner, its successors and assigns, including any homeowners association, of a stormwater management facility installed pursuant to this ordinance shall maintain and operate the practice so as to preserve and continue its function in controlling storm water runoff at the degree or amount of function for which the facility was designed.

### **B. Operation and Maintenance Agreement**

Prior to the conveyance or transfer of any lot or building site to be served by a storm water control facility pursuant to this ordinance, and prior to issuance of any permit for development requiring a storm water control facility pursuant to this ordinance, the applicant or owner of the site must execute an operation and maintenance agreement that shall be binding on all subsequent owners of the site, portions of the site, and lots or parcels served by the facility. Until the transference of all property, sites, or lots served by facility, the original owner or applicant shall have primary responsibility for carrying out the provisions of the maintenance agreement.

The operation and maintenance agreement shall require the owner or owners to maintain, repair and, if necessary, reconstruct the storm water control facility, and shall state the terms, conditions, and schedule of maintenance for facility. In addition, it shall grant to the Town a right of entry in the event that the Town Administrator has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the facility; however, in no case shall the right of entry, of itself, confer an obligation on the Town to assume responsibility for the facility.

A maintenance plan must be attached as an addendum to the operation and maintenance agreement which identifies the specific maintenance activities to be performed for each facility. The operation and maintenance agreement and maintenance plan templates to be completed may be found in the Town of Weddington's *Construction Plan Guidelines*. The operation and maintenance agreement must be approved by the Town Administrator prior to construction plan approval. The agreement shall be referenced on the final plat and recorded with the county Register of Deeds upon final plat approval. A copy of the recorded maintenance agreement shall be given to the Town Administrator within fourteen (14) days following its recordation.

For all *structural BMPs* required pursuant to this ordinance, the required operation and maintenance agreement shall include all of the following provisions:

- (1) Acknowledgment that the owner or association shall continuously operate and maintain the stormwater control and management facilities.

- (2) Establishment of an escrow account, which can be spent solely for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the *structural BMPs*. If *structural BMPs* are not performing adequately or as intended or are not properly maintained, the Town of Weddington, in its sole discretion, may remedy the situation, and in such instances the Town of Weddington shall be fully reimbursed from the escrow account. Escrowed funds may be spent by the owner or association for sediment removal, structural, biological or vegetative replacement, major repair, and reconstruction of the *structural BMPs*, provided that the Town of Weddington shall first consent to the expenditure.
- (3) Both developer contribution and annual sinking funds shall fund the escrow account. Prior to plat recordation or issuance of construction permits, whichever shall first occur, the developer shall pay into the escrow account an amount equal to fifteen (15) per cent of the initial construction cost of the *structural BMPs*. Two-thirds (2/3) of the total amount of sinking fund budget shall be deposited into the escrow account within the first five (5) years and the full amount shall be deposited within ten (10) years following initial construction of the *structural BMPs*. Funds shall be deposited each year into the escrow account. A portion of the annual assessments of the owner or association shall include an allocation into the escrow account. Any funds drawn down from the escrow account shall be replaced in accordance with the schedule of anticipated work used to create the sinking fund budget.
- (4) The percent of developer contribution and lengths of time to fund the escrow account may be varied by the Town of Weddington depending on the design and materials of the stormwater control and management facility.
- (5) Granting to the Town of Weddington a right of entry to inspect, monitor, maintain, repair, and reconstruct *structural BMPs*.
- (6) Allowing the Town of Weddington to recover from the owner or association and its members any and all costs the Town of Weddington expends to maintain or repair the *structural BMPs* or to correct any operational deficiencies. Failure to pay the Town of Weddington all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. In case of a deficiency, the Town of Weddington shall thereafter be entitled to bring an action against the owner or the association and its members to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.
- (7) A statement that this agreement shall not obligate the Town of Weddington to maintain or repair any *structural BMPs*, and the Town of Weddington shall not be liable to any person for the condition or operation of *structural BMPs*.
- (8) A statement that this agreement shall not in any way diminish, limit, or restrict the right of the Town of Weddington to enforce any of its ordinances as authorized by law.
- (9) A provision indemnifying and holding harmless the Town of Weddington for any costs and injuries arising from or related to the structural BMP, unless the Town

of Weddington has agreed in writing to assume the maintenance responsibility for the BMP and has accepted dedication of any and all rights necessary to carry out that maintenance.

### **C. Maintenance Easement**

Prior to approval of the Final Stormwater Management Plan, the applicant or owner of the site must execute a maintenance easement agreement that shall be binding on all subsequent owners of land, including any homeowners associations, served by the stormwater management facility. The agreement shall provide for access to the facility at reasonable times for periodic inspection by the Town of Weddington, or their contractor or agent, and for regular or special assessments of property owners to ensure that the facility is maintained in proper working condition to meet design standards and any other provisions established by this ordinance. The easement agreement shall be recorded in the Union County Register of Deeds land records.

### **D. Inspections**

The person responsible for maintenance of any stormwater management facility installed pursuant to this ordinance shall submit to the Zoning Administrator an annual inspection report from a qualified registered North Carolina professional engineer performing services only in their area of competence. The inspection report shall contain all of the following:

- 1) The name and address of the land owner;
- 2) The recorded book and page number of the lot of each stormwater management facility;
- 3) A statement that an inspection was made of all stormwater management facilities;
- 4) The date the inspection was made;
- 5) A statement that all inspected stormwater facilities are performing properly and are in compliance with the terms and conditions of the approved maintenance agreement required by this ordinance; and
- 6) The original signature and seal of the engineer. An original inspection report shall be provided to the Zoning Administrator beginning one year from the date of as-built certification and each year thereafter on or before the anniversary date of the as-built certification.

### **E. Records of Installation and Maintenance Activities**

The owner, its successors and assigns, including any homeowners association, of each storm water management facility shall keep records of inspections, maintenance, and repairs for at least five years from the date of creation of the record and shall submit the same upon reasonable request to the Zoning Administrator.

### **F. Nuisance**

The owner, its successors and assigns, including any homeowners association, of each stormwater management facility, shall maintain it so as not to create a nuisance condition.

## **Section 58-543.3 ENFORCEMENT AND VIOLATIONS**

## **A. General**

The provisions of this ordinance shall be enforced by the Zoning Administrator, his or her designee, or any authorized agent of the Town of Weddington. Whenever this Section refers to the Zoning Administrator, it includes his or her designee as well as any authorized agent of the Town of Weddington.

Any failure to comply with an applicable requirement, prohibition, standard, or limitation imposed by this ordinance, or the terms or conditions of any permit or other development or redevelopment approval or authorization granted pursuant to this ordinance, is unlawful and shall constitute a violation of this ordinance.

Each day that a violation continues shall constitute a separate and distinct violation or offense.

Any person who erects, constructs, reconstructs, alters (whether actively or passively), or fails to erect, construct, reconstruct, alter, repair or maintain any structure, detention facility, stormwater management facility, practice, or condition in violation of this ordinance, as well as any person who participates in, assists, directs, creates, causes, or maintains a condition that results in or constitutes a violation of this ordinance, or fails to take appropriate action, so that a violation of this ordinance results or persists; or an owner, any tenant or occupant, or any other person, who has control over, or responsibility for, the use or development of the property on which the violation occurs shall be subject to the remedies, penalties, and/or enforcement actions in accordance with this Section. For the purposes of this article, responsible person(s) shall include but not be limited to:

- 1) Person Maintaining Condition Resulting In or Constituting Violation
- 2) Any person who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this ordinance, or fails to take appropriate action, so that a violation of this ordinance results or persists.
- 3) Responsibility For Land or Use of Land
- 4) The owner of the land on which the violation occurs, any tenant or occupant of the property, any person who is responsible for storm water management practices pursuant to a private agreement or public document, and any person, who has control over, or responsibility for, the use, development or redevelopment of the property.

## **B. Inspections and Investigations by the Town**

Inspections by the Town of Weddington may be conducted or established on any reasonable basis, including but not limited to routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in detention facility; and evaluating the condition of detention facility.

The Zoning Administrator shall have the authority to conduct such investigation as it may reasonably deem necessary to carry out its duties as prescribed in this ordinance, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigating and inspecting. No Person shall refuse entry or access to the Zoning Administrator who requests entry for purpose of



inspection or investigation, and who presents appropriate credentials, nor shall any Person obstruct, hamper, or interfere with the Zoning Administrator while in the process of carrying out official duties. The Zoning Administrator shall also have the power to require written statements, or the filing of reports under oath as part of an investigation.

#### **58-543.4 REMEDIES AND PENALTIES**

**General** The remedies and penalties provided for violations of this ordinance, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

##### **A. Remedies**

The Zoning Administrator or other authorized agent may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site and served by the stormwater practices in question until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.

As long as a violation of this ordinance continues and remains uncorrected, the Zoning Administrator or other authorized agent may withhold, and the Town Planning Board may disapprove, any request for permit or development approval or authorization provided for by this ordinance or the Zoning Ordinance for the land on which the violation occurs.

The Zoning Administrator, with the written authorization of the Town Council, may institute an action in a court of competent jurisdiction for a mandatory or prohibitory injunction and order of abatement to correct a violation of this ordinance. Any person violating this ordinance shall be subject to the full range of equitable remedies provided in the General Statutes or at common law.

If the violation is deemed dangerous or prejudicial to the public health or public safety and is within the geographic limits prescribed by North Carolina G.S. § 160A-193, the Zoning Administrator, with the written authorization of the Town Council may cause the violation to be corrected and the costs to be assessed as a lien against the property.

The Zoning Administrator may issue a stop work order to the person(s) violating this ordinance. The stop work order shall remain in effect until the person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order may be withdrawn or modified to enable the person to take the necessary remedial measures to cure such violation or violations.

##### **B. Civil Penalties**

Violation of this ordinance may subject the violator to a civil penalty to be recovered in a civil action in the nature of a debt if the violator does not pay the penalty within 30 days after notice of the violation is issued by the Zoning Administrator. Civil penalties may be assessed up to the full allowed by law.

##### **C. Criminal Penalties**

Violation of this ordinance may be enforced as a misdemeanor subject to the maximum fine permissible under North Carolina law.

## **Section 58-543.5 PROCEDURES**

### **A. Initiation/Complaint**

Whenever a violation of this ordinance occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint shall state fully the alleged violation and the basis thereof, and shall be filed with the Zoning Administrator, who shall record the complaint. The complaint shall be investigated promptly by the Zoning Administrator.

### **B. Inspection**

The Zoning Administrator shall have the authority, upon presentation of proper credentials, to enter and inspect any land, building, structure, or premises to ensure compliance with this ordinance.

### **C. Notice of Violation and Order to Correct**

When the Zoning Administrator finds that any building, structure, or land is in violation of this ordinance, the Zoning Administrator shall notify, in writing, the property *owner* or other person violating this ordinance. The notification shall indicate the nature of the violation, contain the address or other description of the site upon which the violation is occurring, order the necessary action to abate the violation, and give a deadline for correcting the violation. If civil penalties are to be assessed, the notice of violation shall also contain a statement of the civil penalties to be assessed, the time of their accrual, and the time within which they must be paid or be subject to collection as a debt.

The Zoning Administrator may deliver the notice of violation and correction order personally, by the (Town of Weddington Code Enforcement Officer), by certified or registered mail, return receipt requested, or by any means authorized for the service of documents by Rule 4 of the North Carolina Rules of Civil Procedure.

If a violation is not corrected within a reasonable period of time, as provided in the notification, the Zoning Administrator may take appropriate action under this ordinance to correct and abate the violation and to ensure compliance with this ordinance.

### **D. Extension of Time**

A person who receives a notice of violation and correction order, or the *owner* of the land on which the violation occurs, may submit to the Zoning Administrator a written request for an extension of time for correction of the violation. On determining that the request includes enough information to show that the violation cannot be corrected within the specified time limit for reasons beyond the control of the person requesting the extension, the Zoning Administrator may extend the time limit as is reasonably necessary to allow timely correction of the violation, up to, but not exceeding 90 days. The Zoning Administrator may grant 30-day extensions in addition to the foregoing extension if the violation cannot be corrected within the permitted time due to circumstances beyond the control of the person violating this ordinance. The Zoning Administrator may grant an extension only by written notice of extension. The notice of extension shall state the date prior to which correction must be made, after which the violator will be subject to the penalties described in the notice of violation and correction order.

#### **E. Enforcement After Time to Correct**

After the time has expired to correct a violation, including any extension(s) if authorized by the Zoning Administrator, the Zoning Administrator shall determine if the violation is corrected. If the violation is not corrected, the Zoning Administrator may act to impose one or more of the remedies and penalties authorized by this ordinance.

#### **F. Emergency Enforcement**

If delay in correcting a violation would seriously threaten the effective enforcement of this ordinance or pose an immediate danger to the public health, safety, or welfare, then the Zoning Administrator may order the immediate cessation of a violation. Any person so ordered shall cease any violation immediately. The Zoning Administrator may seek immediate enforcement, without prior written notice, through any remedy or penalty authorized by this article.

#### **Section 58-544. WETLANDS**

All developments shall fully comply with the State and Federal requirements of Sections 401 and 404 of the Clean Water Act, related to the protection of wetlands and surface waters. All developments shall obtain any required permits from the United States Army Corps of Engineers, pursuant to section 404 before submitting a permit application. When required, water quality certifications must also be obtained from the North Carolina Department of Environment and Natural Resources, Division of Water Quality, pursuant to section 401 of the Clean Water Act before submitting a permit application.

#### **Section 58-545. POND EVALUATION**

All preliminary plats that include proposed permanent ponds, and all preliminary plats that include stormwater runoff to any existing permanent ponds, shall be subject to the review of the state dam safety engineer. An evaluation of the pond dam shall be made by the designer, in accordance with the Dam Safety Law of 1967, and submitted to the dam safety engineer for review.

All proposed ponds shall be designed and constructed to safely withstand the 100-year storm with a minimum of one foot of freeboard at the dam. Design calculations shall include the assumption of future buildout of the drainage basin.

All existing ponds shall be evaluated and rehabilitated as necessary to ensure that the ponds will safely withstand the 50-year storm with a minimum of 0.50 feet of freeboard at the dam. Design calculations shall include the assumption of future buildout of the drainage basin.

#### **Section 58-546. NPDES STORMWATER PROGRAM PHASE II (POST CONSTRUCTION STORMWATER MANAGEMENT)**

Development and redevelopment projects within the Town of Weddington must apply to the NC Department of Energy, Mineral, and Land Resources for a State Stormwater permit. Written approval from the State shall be required prior to Town approval of proposed development.

The requirements for post-construction stormwater management apply to developments in which the total land disturbance is one acre or more. The NPDES program classifies development into two categories: low-density and high density. Both categories of projects require a permit. Project design requirements are shown in Section 9 of S.L. (Session Law) 2006-246. Exclusions from Post-Construction Practices are shown in Section 8.

New development activities within the Sixmile Creek Watershed are subject to more stringent requirements as a result of an Administrative Law Judge ruling and Environmental Management Commission (EMC) decisions relating to the protection of the Carolina Heelsplitter, an endangered species. NCDENR policies shall govern development in this watershed and specific requirements should be verified with State personnel.

#### **Section 58-547.        DEFINITIONS**

When used in this Ordinance, the following words and terms shall have the meaning set forth in this section, unless other provisions of this Ordinance specifically indicate otherwise.

**Built-upon area (BUA)** - That portion of a development project that is covered by impervious or partially impervious surface including, but not limited to, buildings; pavement and gravel areas such as roads, parking lots, and paths; and recreation facilities such as tennis courts. “Built-upon area” does not include a wooden slatted deck, the water area of a swimming pool, or pervious or partially pervious paving material to the extent that the paving material absorbs water or allows water to infiltrate through the paving material.

**Detention**- The temporary storage of storm water runoff in a stormwater management practice with the goals of controlling peak discharge rates and discharge volume

**Development**- Any land-disturbing activity that increases the amount of built upon area or that otherwise decreases the infiltration of precipitation into the soil.

**Drainage Easement**- An area of land dedicated for the purpose of conveying stormwater runoff by means of an open channel or drainage pipe.

**Floodplain**- The one percent Annual Chance Floodplain as delineated by the North Carolina Floodplain Mapping Program in the Division of Emergency Management.

**Freeboard**- The elevation difference between the full pond and the crest of the dam embankment. Freeboard protects the bank from wave action and overtopping under high-intensity rainfall.

**Impervious Area**- Surfaces that cannot effectively infiltrate rainfall (e.g., building rooftops, pavement, gravel surfaces, sidewalks, driveways, etc).

**Runoff**- The excess precipitation from rain or snowfall which flows over the ground.

**Stormwater Management Facility**- A physical device designed to alter or reduce stormwater runoff velocity, amount, timing, or other characteristics to approximate the pre-development hydrology on a

developed site. “Stormwater Management Facility” is synonymous with “stormwater control facility”, “stormwater management practice”, “detention facility”, and similar terms used in this ordinance.

Adopted this 10<sup>th</sup> day of November, 2014.

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Bill Deter, Mayor

Attest:

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Amy S. McCollum, Town Clerk

Sec. 46-76. - Road standards and buffering along thoroughfares.

...

(d) *Buffering along thoroughfares.*

- (1) Where side and rear lot lines abut along a major or minor thoroughfare as designated on the Mecklenburg-Union Metropolitan Planning Organization (MUMPO) thoroughfare plan as adopted by the town, the subdivider shall provide a natural buffer between the lot lines paralleling the thoroughfare and the thoroughfare road right-of-way. The natural buffer shall materially screen all principal and accessory uses from public view from the thoroughfare. The buffer shall consist of a natural planting or a berm with natural planting. Any walls, fences or other constructed devices shall be allowed within the buffer area, and shall be approved by the zoning administrator.
- (2) The subdivider is encouraged to propose the use of existing natural vegetation and/or topography or a combination of existing features as prescribed in this section when the purpose and intent of this section can be met with such methods.
- (3) Such screening shall be located on the property with the use with which it is associated or required, and shall materially screen the subject use from the view of the adjoining properties. Screening shall be in the form of all natural material, including brick with no exposed cement block. When screening is in the form of natural vegetation, a buffer strip at least ten feet wide shall be planted. This strip shall be free of all encroachments by building, parking areas or impervious coverage.
- (4) ~~Buffer requirements include a given minimum distance separation from the property line and required planting trees and shrubs within the buffer. The minimum buffer requirements, which are based on the size of the lot are in accordance with table 46-76.~~ The buffer requirement is 100 feet for subdivisions, which is the minimum distance separation from the edge of the road right of way. Table 46-76 lists the required planting of trees and shrubs within this buffer. If the required buffer exceeds 15 percent of the total acreage of the parcel, the zoning administrator may reduce the required buffer to an amount equal to 15 percent.

TABLE 46-76

ACRES	< 0.5	0.5	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0	9.5	10 or more
WIDTH*	10	12	14	16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48	50-75
Depth	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	60	63	66	69	72	
TREES (per 100 ft)	3			4			5			6			7			8			9		
SHRUBS (per 100 ft)	20																				20

~~\*The minimum width of a buffer may be reduced by an additional 20 percent if a fence or wall is constructed in accordance with these regulations. ft = feet .~~

- (5) ~~The width of the buffer may be reduced by 20 percent if a wall or fence is provided that meets the following standards:~~ Any fence or wall shall be permitted with the following standards:

:

a. Constructed in a durable fashion of brick, stone, other masonry materials or wood posts and planks or metal or other materials specifically designed as fencing materials, or any combination thereof as may be approved by the zoning administrator. No more than 25 percent of the fence surface shall be left open, and the finished side of the fence shall face the abutting property. A chainlink fence with plastic, metal or wooden slats may not be used when abutting residential uses and districts;

b. Walls and fences shall be a minimum height of six feet.

Sec. 58-4. - Definitions.

...

*Mobile home, class A*, means a mobile home constructed after July 1, 1976, that meets or exceeds the construction standards promulgated by the U.S. Department of Housing and Urban Development that were in effect at the time of construction and that satisfies each of the following criteria:

- (1) The minimum width of the main body of the mobile home as assembled on the site shall not be less than 20 feet, as measured across the narrowest portion.
- (2) The pitch of the home's roof has a vertical rise of one foot for each five feet of horizontal run.
- (3) The exterior siding consists of wood, hardboard, or aluminum (vinyl covered or painted), comparable in composition, appearance and durability to the exterior siding commonly used in standard residential construction.
- (4) A continuous, permanent masonry foundation or masonry curtain wall, unpierced except for required ventilation and access, shall be installed upon a poured concrete footing after placement on the lot and before occupancy.
- (5) The tongue, axles, transporting lights, and removable apparatus are removed after placement on the lot, and before occupancy.

*Mobile home, class B*, means a mobile home that meets all of the criteria of a class A mobile home except the width criteria.

*Modular home* means a dwelling unit constructed in accordance with the standards set forth in state building code (Uniform Residential Code for One- and Two-Family Dwellings), and composed of components substantially assembled in a manufacturing plant and transported to the site for final assembly on a permanent foundation.

*Music store* means a retail store that is primarily in the business of selling musical instruments, sound and audio recording equipment, music software, and/or audio and videotapes and discs. Music lessons may also be given at a music store.

*Nonconforming use* means any use of a building or land which does not conform to the use regulations of this chapter for the district in which it is located, either at the effective date of the ordinance from which this chapter is derived or as a result of subsequent amendments to this chapter.

*Nuisance* means an interference with the enjoyment and use of property.

*Nursery* means the use of land for the growing for sale or selling of grasses, shrubs, trees, or ornamental plants. Plant materials are primarily grown outdoors, but a nursery may include one or more greenhouses incidental to and in support of the nursery operation.

*Open-air storage* means an unroofed area for the storage of bulk materials or discarded items whether fenced or not but not including items and nonbulk materials openly displayed for the purpose of retail sale.

*Open space* means a land area or water feature that conserves, enhances, or creates natural or scenic resources and wildlife habitat or that enhances or creates outdoor recreational opportunities. Open space may be dedicated for public use or held under private ownership. ~~Open space may be active (e.g., soccer, baseball, or football fields, playgrounds, etc.) or passive (e.g., bicycle, walking, and jogging trails, etc.) recreation.~~ The required open space for conventional subdivisions shall be adjacent to the required roadway buffer unless the open space is protecting a natural feature on the property. All conservation land, as defined in section 58-58(4)d is considered open space. However, not all open space is necessarily conservation land. As defined, open space may be land left in its natural state or grass and medians planted with trees in a residential, commercial or nonresidential development.

*Orientation sign* means an on-premises sign that directs pedestrians and traffic on a property. .



**AN ORDINANCE TO AMEND SECTIONS 46-76 AND 58-4  
OF THE CODE OF ORDINANCES  
OF THE TOWN OF WEDDINGTON  
O-2014-13**

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON THAT  
SECTIONS 46-76 AND 58-4 OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:**

**Sec. 46-76. - Road standards and buffering along thoroughfares.**

(d) *Buffering along thoroughfares.*

- (1) Where side and rear lot lines abut along a major or minor thoroughfare as designated on the Mecklenburg-Union Metropolitan Planning Organization (MUMPO) thoroughfare plan as adopted by the town, the subdivider shall provide a natural buffer between the lot lines paralleling the thoroughfare and the thoroughfare road right-of-way. The natural buffer shall materially screen all principal and accessory uses from public view from the thoroughfare. The buffer shall consist of a natural planting or a berm with natural planting. Any walls, fences or other constructed devices shall be allowed within the buffer area, and shall be approved by the zoning administrator.
- (2) The subdivider is encouraged to propose the use of existing natural vegetation and/or topography or a combination of existing features as prescribed in this section when the purpose and intent of this section can be met with such methods.
- (3) Such screening shall be located on the property with the use with which it is associated or required, and shall materially screen the subject use from the view of the adjoining properties. Screening shall be in the form of all natural material, including brick with no exposed cement block. When screening is in the form of natural vegetation, a buffer strip at least ten feet wide shall be planted. This strip shall be free of all encroachments by building, parking areas or impervious coverage.
- (4) ~~Buffer requirements include a given minimum distance separation from the property line and required planting trees and shrubs within the buffer. The minimum buffer requirements, which are based on the size of the lot are in accordance with table 46-76.~~ **The buffer requirement is 100 feet for subdivisions, which is the minimum distance separation from the edge of the road right of way. Table 46-76 lists the required planting of trees and shrubs within this buffer. If the required buffer exceeds 15 percent of the total acreage of the parcel, the zoning administrator may reduce the required buffer to an amount equal to 15 percent.**

TABLE 46-76

ACRES	< 0.5	0.5	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0	9.5	10 or more
<del>WIDTH*</del>	10	12	14	16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48	50-75

Depth	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	60	63	66	69	72	
TREES (per 100 ft)	3			4			5			6			7			8			9		
SHRUBS (per 100 ft)	20																				20

~~\*The minimum width of a buffer may be reduced by an additional 20 percent if a fence or wall is constructed in accordance with these regulations.  
ft = feet.~~

- (5) ~~The width of the buffer may be reduced by 20 percent if a wall or fence is provided that meets the following standards:~~ **Any fence or wall shall be permitted with the following standards:**
- a. Constructed in a durable fashion of brick, stone, other masonry materials or wood posts and planks or metal or other materials specifically designed as fencing materials, or any combination thereof as may be approved by the zoning administrator. No more than 25 percent of the fence surface shall be left open, and the finished side of the fence shall face the abutting property. A chainlink fence with plastic, metal or wooden slats may not be used when abutting residential uses and districts;**
  - b. Walls and fences shall be a minimum height of six feet.**

#### **Sec. 58-4. - Definitions.**

*Open space* means a land area or water feature that conserves, enhances, or creates natural or scenic resources and wildlife habitat or that enhances or creates outdoor recreational opportunities. Open space may be dedicated for public use or held under private ownership. ~~Open space may be active (e.g., soccer, baseball, or football fields, playgrounds, etc.) or passive (e.g., bicycle, walking, and jogging trails, etc.) recreation.~~ **The required open space for conventional subdivisions shall be adjacent to the required roadway buffer unless the open space is protecting a natural feature on the property.** All conservation land, as defined in section 58-58(4)d is considered open space. However, not all open space is necessarily conservation land. As defined, open space may be land left in its natural state or grass and medians planted with trees in a residential, commercial or nonresidential development.

Adopted this 10<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
Bill Deter, Mayor

Attest:

\_\_\_\_\_  
Amy S. McCollum, Town Clerk

**TOWN OF WEDDINGTON  
RESOLUTION  
INITIAL CERTIFICATION  
FIRE DISTRICT  
R-2014-06**

**WHEREAS**, G.S. 118-38 requires certification to the Commissioner of Insurance as to the firemen and fire departments who serve the citizens of North Carolina within the various cities and counties of our State as a requirement for eligibility for benefits under the “North Carolina Firemen’s and Rescue Squad Workers Pension Fund Act” and also the “Law Enforcement Officers, Firemen’s, Rescue Squad Workers’ and Civil Air Patrol Members’ Death Benefits Act” (143-166.2, (d)), the undersigned certifies to the North Carolina Commissioner of Insurance that:

1. The Providence VFD serves the citizens of Weddington and performs such functions as protection of life and property through firefighting within the Town limits of Weddington.
2. The North Carolina Commissioner of Insurance has determined that the Weddington Fire District which is served by the above named Fire Department, is classified as not less than Class 9 in accordance with rating methods or insurance classification rules in effect, or by such other reasonable methods as determined by the Commissioner.
3. The above named Fire Department operates fire apparatus and equipment of a value of Five Thousand Dollars or more and has the following members. (Attach Roster).
4. The above named Fire Department has been approved to serve within the Town limits of the Town of Weddington by resolution by the Town Council of Weddington at a meeting held on the 14<sup>th</sup> day of May, 2012, and the undersigned was directed to execute and forward a copy of same to the North Carolina Commissioners of Insurance.

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Bill Deter, Mayor

---

Date

Attest:

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Amy S. McCollum, Town Clerk

Witness my hand and seal, this the 10<sup>th</sup> day November, 2014.

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Notary Public Signature

(SEAL)

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My Commission Expires

## June update from Public Safety Committee on Retreat Action Items

<b>ACTION ITEMS FROM 2014 RETREAT</b>	<b>CONTACT PERSON(S)</b>	<b>STATUS</b>	<b>Comments/Results of investigation Nov 3, 2014</b>
CERT – send out another notice and reach out to neighboring towns to see if there is an interest to work together	Melchior	<ul style="list-style-type: none"> <li>Closed for 2014 due to lack of public interest. Will try again in 2015.</li> </ul>	<ul style="list-style-type: none"> <li>Between the PSC table at the town festival and the additional notice in the Newsletter and TOW Web site , we have had only 6 replies for potential involvement. This item will be closed for 2014 and we will try again next year at the 2015 TOW festival.</li> </ul>
Research appropriate lighting around the roundabout and work with NCDOT on regulations	Melchior	<ul style="list-style-type: none"> <li>Waiting to see if Town Council wants to pursue further. NCDOT considers this item closed.</li> <li>Chairman Melchior reported that it gets very dark around the roundabout.</li> <li>See if NCDOT would be interested in adding additional lighting.</li> <li>Investigate installing additional lighting on the nearby power poles.</li> </ul>	<ul style="list-style-type: none"> <li>I contacted NCDOT and they feel the lighting is adequate for this roundabout. If the Town would like to add more lights, they can go thru the same process as they did with adding Street Lights and get the same approvals and quotes in adding lights.</li> <li>It might not be much work required to extend the existing street lights up to and past the roundabout if that is all that is required to add some additional lighting.</li> <li>I can work with the Planning person at Town Hall to see what we can do, if they Council would like.</li> </ul>
Work with NCDOT on additional signage at the roundabout	Melchior	<ul style="list-style-type: none"> <li>NC DOT considers this item closed. They will not add any additional signs.</li> <li>Chairman Melchior will contact NCDOT to see if additional signage at the roundabout can be added or is needed.</li> </ul>	<ul style="list-style-type: none"> <li>I contacted NCDOT and they feel the signage is adequate. If fact, they said they added more signs than normal.</li> <li>I would like to see if the article in the Town Newsletter helped clear up some confusion on how to drive a roundabout before we see if we need to fight this with NCDOT.</li> </ul>
Have NCDOT review the 35 MPH speed limit on Providence Road	Melchior	<ul style="list-style-type: none"> <li>Waiting for direction from Town Council. PSC does not recommend changing the speed limit.</li> <li>Chairman Melchior will contact NCDOT on this issue. There was discussion that this item had already been researched in the past by the Committee and NCDOT.</li> </ul>	<ul style="list-style-type: none"> <li>I contacted NCDOT and they agreed that due to the road widening, a new study should be conducted to see if the speed limit should be increased.</li> <li>They completed the study and support an increase in the speed limit.</li> <li>If the town would like the limit increased, all they need do is ask. I have already submitted the official information from NCDOT to Amy for submission to the next Town Council meeting so they can review.</li> </ul>
Investigate fire whistle as early warning	Wescott	<ul style="list-style-type: none"> <li>PSC committee has prepared a report for your review. Should be part of Nov</li> </ul>	<ul style="list-style-type: none"> <li>Report completed by Tim Wescott and submitted to Town Council for review.</li> </ul>

## June update from Public Safety Committee on Retreat Action Items

signal		<p>meeting.</p> <ul style="list-style-type: none"> <li>• Fire Whistle alerts residents of public safety warnings in the area.</li> <li>• Typically residents do not like them.</li> </ul>	
Note certain areas in the Town that may need a street light and the policy from the electric company on costs and installation	PS Committee	<ul style="list-style-type: none"> <li>• Complete</li> </ul>	<ul style="list-style-type: none"> <li>• Chairman Melchior advised that Union Power will install a light but the ongoing cost is approximately \$9.00 a month.</li> <li>• Installation of additional lighting is at the discretion of the Town Council since there are monthly costs involved.</li> <li>• Sets precedent and could get expensive.</li> <li>• Discussed areas in the Town that could benefit from additional lighting such as Twelve Mile Creek Road and Beulah Church Road.</li> </ul>
Contribute newsletter stories each quarter	PS Committee	<ul style="list-style-type: none"> <li>• .Complete</li> </ul>	<ul style="list-style-type: none"> <li>• Chairman Melchior wrote a story to be in the May newsletter regarding how to drive in the roundabout.</li> <li>• Next story – CERT Team for Weddington</li> </ul>
Volunteer at Town Events	PS Committee	<ul style="list-style-type: none"> <li>• Complete</li> </ul>	<ul style="list-style-type: none"> <li>• Public Safety Committee plans to volunteer at the Weddington Festival in September.</li> <li>• August meeting will finalize plans for PSC Table</li> </ul>
Work with deputies on radar schedule	Maxson/Melchior	<ul style="list-style-type: none"> <li>• Traffic study at 12 key points is no underway.</li> <li>• Worksheets have been created and sent to deputies and radar trailer is deployed.</li> </ul>	<ul style="list-style-type: none"> <li>• 2 schedule/worksheets have been created. One for traffic study and one for neighborhood requests. Trailer is now in use for traffic study at 12 designated locations.</li> <li>• Radar sign is still not working correctly. I have notified sign company that 1<sup>st</sup> fix did not work and will need additional recommendations. This is not stopping reporting. We are using the trailer for 12 point traffic study.</li> </ul>
Research metrics (response times/times of calls) to evaluate if schedule changes or	Maxson	<ul style="list-style-type: none"> <li>• Research metrics and response time of calls to evaluate deputies schedules.</li> <li>• Are deputies covering the times with the highest volume of calls?</li> </ul>	<ul style="list-style-type: none"> <li>• No update at this time. Now that traffic study has started , we can focus on coverage.</li> </ul>

## June update from Public Safety Committee on Retreat Action Items

additional staff is needed.			
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Timothy R. Wescott  
Weddington Public Safety Advisory Committee Member  
6008 Highview Road  
Matthews, NC 28104  
August 25, 2014

Weddington Public Safety Advisory Committee Members  
Weddington Town Council Members  
Town of Weddington  
1924 Weddington Road  
Weddington, NC 28104

Dear Committee Members:

Per the Council Members' feedback from the 2014 Council Retreat, research was conducted to review feasibility and applicability of implementing an "early warning siren system" (EWSS) within the Town of Weddington. Through clarification at the prior Public Safety Advisory Committee meeting with attending council member Michael Smith on June 10, 2014, the EWSS is meant to warn the public of impending life threatening danger from tornados and other severe weather. Siren usage for first responder notification of other types of emergencies is not in scope and is not being considered at this time.

The following information outlines the objective, scope of solutions, EWSS possibilities, and government resources.

## **OBJECTIVE**

Research for consideration an early warning siren system for the Town of Weddington consisting of sirens strategically placed throughout the town which will notify the public of impending danger from life threatening storms and/or tornados.

## **SCOPE OF SOLUTIONS**

### **1. Siren-Only Approach**

- a. Develop requirements around the type and capabilities of sirens.
  - i. Decibel levels at various distances which would determine distance of sirens from each other.
  - ii. Location (pole, building, etc.) and access (physical and remote)
  - iii. Power (AC with DC backup)
  - iv. Support and maintenance
  - v. Cost and grant availability
  - vi. Identify Alerting Authorities and alerting protocols
- b. Identify three or more potential vendor/products that will meet the requirements
  - i. Submit an RFP

- ii. Present solutions
    - iii. Research existing siren implementations from vendors
  - c. Communications and feedback
    - i. Review proposals with council members, capture questions and feedback
    - ii. Open forum with public input on sirens and locations
    - iii. Secure vendor responses to questions and concerns
  - d. Decision
    - i. Follow government protocols for vendor/product agreement and procurement or grant awards
    - ii. Establish implementation schedule
  - e. Communication Plan
    - i. Town of Weddington
    - ii. Union County
    - iii. Other
- 2. **Integrated Approach** – There would be tie-ins with other early warning systems (TV, radio, cell phone, computer, home phone, public signage). Engagement with Alerting Authorities would leverage existing alerting/dispatch systems and processes. Communication approach is more holistic, leveraging multiple methods of alerting platforms.
  - a. Develop requirements as in Siren-Only Approach, plus add integration with FEMA's existing IPAWS (Integrated Public Address Warning System).
  - b. Work with other early warning and emergency notification resources on developing integration requirements for adding EWSS to existing notification systems.
  - c. Identify three or more potential vendor/products that will meet the requirements
    - i. Submit an RFP
    - ii. Present solutions
    - iii. Research existing siren integrations and implementations from vendors
  - d. Communications and feedback
    - i. Review proposals with council members, capture questions and feedback
    - ii. Open forum with public input on sirens and locations
    - iii. Secure vendor responses to questions and concerns
  - e. Decision
    - i. Follow government protocols for vendor/product agreement and procurement or grant awards
    - ii. Establish implementation schedule
  - f. Communication/Training Plan
    - i. Town of Weddington
    - ii. Union County
    - iii. Other



## **EWSS POSSIBILITIES**

1. **American Signal Corporation** - equipment manufacturer

8600 W. Bradley Road  
Milwaukee, WI 53224  
800.243.2911

<http://www.americansignal.com/applications/outdoor-warning-siren-systems/>

Reseller of the American Signal Corporation sirens:

**Central Communications**

1413 Cline Street  
Knoxville, TN 37921  
865.525.2308

<http://www.centralcomwireless.com/>

2. **Federal Signal Corporation**

2645 Federal Signal Drive  
University Park, IL 60484  
708.534.3400

<http://www.federalsignal.com/>

<http://www.alertnotification.com/>

<http://www.alertnotification.com/page/municipal-county-warning>

<http://www.alertnotification.com/products/outdoor-sirens-and-speakers>

Reseller of the Federal Signal Corporation sirens -

**Secom Systems, Inc.**

3550 Engineering Drive, Suite 225  
Norcross, GA 30092  
800-252-4120

<http://www.secomwireless.com/>

3. **SafetyCom Inc.**

112 Smart House Way  
Little Rock, AR 72114  
501.375.6300

<http://www.safetycom.com/index3.html>

<http://www.safetycom.com/sirens.html>

## **GOVERNMENT RESOURCES**

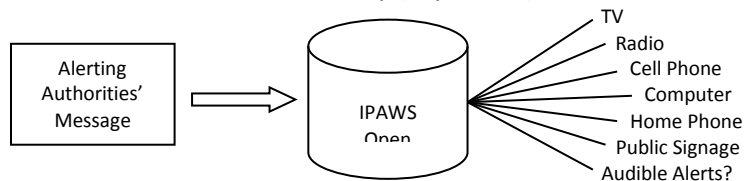
There are several government resources to leverage to assist with knowledge, best practices, existing implementations, funding and grant availability, and training. The following is an initial list of resources/links.

### FEMA IPAWS

<http://www.fema.gov/integrated-public-alert-warning-system>. Multi-channel/device/platform alerting system

Nearby IPAWS Public Alerting Authorities (as of 7/28/014)

Cabarrus County  
Charlotte-Mecklenburg Emergency Management  
North Carolina of Public Safety (in process)



### FEMA Performance Grants

<http://www.fema.gov/preparedness-non-disaster-grants>

### Common Alerting Protocol v1.2 OASIS Standard

<http://docs.oasis-open.org/emergency/cap/v1.2/CAP-v1.2-os.html>. This is the standard messaging protocol for sending messages through IPAWS.

### US Department of Homeland Security

<https://www.llis.dhs.gov/knowledgebase/authorizedequipmentlist/systems-public-notification-and-warning>

### IMPLEMENTATION COSTS AND FEES

Costs vary widely depending on different conditions and installation circumstances . Costs and potential grant dollars will be considered and pursued if the council members want to move forward with one of the recommendations.

### CLOSING

I appreciate the opportunity to serve your public advisory needs and provide additional information as needed. Please let the committee know if you have any further comments or feedback.

Sincerely,

Timothy R. Wescott  
Town of Weddington Public Safety Committee Member

**From:** Bobby Norburn [<mailto:bnorburn@mulkeyinc.com>]

**Sent:** Thursday, November 06, 2014 11:43 AM

**To:** Julian Burton

**Subject:** FW: Proposed Rea Road Extension (NCDOT STIP No. U-3467) - Inquiry into the Town of Weddington's Interest in Participating in Local Cost Sharing for Sidewalks

Hello Mr. Burton,

I wanted to follow-up with you to see if you have had a chance to consider and/or discuss with other community officials my October 15, 2014 e-mail (see below) inquiring about the Town of Weddington's possible interest in participating in local cost sharing for sidewalks through the Town on the proposed Rea Road Extension Project (NCDOT STIP No. U-3467), as well as to see if you have any questions.

I also wanted to let you know that since my initial e-mail, we have taken a closer look at the estimated length of sidewalk for each alternative that was included in the previous preliminary cost share estimate for the Town and prepared the attached updated preliminary cost estimate table. We based the updated sidewalk lengths in the attached table on the current preliminary design rather than on the estimated sidewalk lengths from GIS mapping that we used previously. The table shows the preliminary design sidewalk lengths by alternative on both the north and south sides of the proposed project. It also shows the length of the sidewalks for each alternative both within the Town and within adjacent unincorporated areas (i.e., a portion of the south side of existing NC 84 that would be widened is not within the Town limits between Twelve Mile Creek Road and just west of Lester Davis Road). As shown in the table, although approximately 1,760 feet of sidewalk for all of the alternatives are not within the Town's corporate limits, NCDOT generally asks local municipalities to contribute funds for short sections of sidewalk that are outside of their jurisdiction.

You will see that the updated analysis based on the current preliminary design lead to a slight increase in the length of sidewalk within and adjacent to the Town (between 7.0 and 7.2 miles now depending on the alternative chosen, whereas the previous estimated length was between 6.7 and 6.9 miles). This also lead to a corresponding slight increase in the Town's estimated costs for a local match (the previous cost range was between approximately \$123,000 and \$128,000 depending on the alternative chosen, whereas the new range is approximately \$128,000 to \$133,000).

Please note that the attached sidewalk cost share estimate is based on the current preliminary design and may change based on the final design for the proposed project. However, it is not expected that the Town's cost share for the proposed sidewalks would change substantially.

Please let me know if you have any questions about this updated information, or any issues discussed in my previous e-mail. Once again, NCDOT looks forward to seeing sidewalks included in the proposed Rea Road Extension project if the Town so desires.

Thanks again for your assistance.

**BOBBY NORBURN, EI**

Senior Planner

919.858.1869 direct

**From:** Bobby Norburn  
**Sent:** Wednesday, October 15, 2014 1:41 PM  
**To:** [jbarton@townofweddington.com](mailto:jbarton@townofweddington.com)  
**Cc:** Edwards, Marshall ([medwards@ncdot.gov](mailto:medwards@ncdot.gov)); Liz Kovasckitz  
**Subject:** Proposed Rea Road Extension (NCDOT STIP No. U-3467) - Inquiry into the Town of Weddington's Interest in Participating in Local Cost Sharing for Sidewalks

Hello Mr. Burton,

I work for Mulkey Engineers & Consultants, and we have been retained by the North Carolina Department of Transportation (NCDOT) to assist with the preparation of an Environmental Assessment (EA) and preliminary design plans for the proposed Rea Road Extension (NCDOT STIP No. U-3467) from NC 16 in Weddington to Waxhaw-Indian Trail Road in Wesley Chapel. The EA is currently scheduled to be completed in March 2015. The purpose of this correspondence is to coordinate with respect to the Town of Weddington's interest in participating in cost sharing for the inclusion of sidewalks along the proposed project through the Town.

The current proposed typical section for the project is a four-lane, median divided facility, with wide outside lanes (14-foot) for bicycles and five-foot-wide sidewalks on both sides. With respect to inclusion of sidewalks in the proposed project, NCDOT is committed to improving conditions for bicycling and walking, and recognizes non-motorized modes of transportation as critical elements of the State's transportation system. However, because sidewalk construction adds to the cost of the project, NCDOT has developed a cost sharing approach with local jurisdictions to fund sidewalk construction that demonstrates both the Department's and the local jurisdiction's commitment to pedestrian transportation. As documented in NCDOT's *Policy and Procedure Manual*, Chapter 28, Part 1 – Sidewalks (revised April 16, 2001), the local matching share is a sliding scale based on population, as shown in the table below.

Municipal Population	Participation	
	NCDOT	Local
> 100,000	50%	50%
50,000 to 100,000	60%	40%
10,000 to 50,000	70%	30%
< 10,000	80%	20%

Based on the current preliminary design and depending on the alternative selected, the total length of the sidewalks along the proposed project (including both sides of the road) through the Town of Weddington would be approximately 6.7 to 6.9 miles. With a 20 percent local match, the Town's cost would be approximately \$123,000 to \$128,000, depending on the project alternative selected. Please note that these amounts include two short sections of the proposed sidewalk (totaling approximately 1,641 feet) along the south side of the portion of existing NC 84 that would be widened with all of the proposed alternatives that actually fall within unincorporated Union County. The Town's cost for this portion of the sidewalk would be approximately \$6,000.

As documented in NCDOT's *Policy and Procedure Manual*, the local jurisdiction must notify NCDOT in writing of its desire for the Department to incorporate pedestrian facilities into project planning and design. Notification indicates the local jurisdiction's commitment to participate in the cost of the

facility, as well as being responsible for all maintenance and liability. Specific responsibilities for each party will be defined in a cost-sharing and maintenance agreement between NCDOT and the Town. Execution of the agreement is required prior to contract let, therefore, written notification must be received by the Project Final Field Inspection (FFI) date. I will be happy to provide you the specific contact information for your notification if the Town is interested in participating in cost sharing for sidewalks. Please note NCDOT's policy states that requests received after the project FFI date will be incorporated into the proposed project, if feasible, and only if the requesting party commits by agreement to pay 100 percent of the cost of the sidewalks.

As stated above, NCDOT is committed to improving conditions for bicycling and walking throughout the State's transportation system, and the Department supports the inclusion of bicycle and pedestrian facilities on the proposed Rea Road Extension project. In developing the bicycle and pedestrian facilities included in the current preliminary design, we reviewed the current transportation, land use, and parks and recreation plans for the Town of Weddington, the Village of Wesley Chapel, Union County, and the Charlotte Regional Transportation Planning Organization (CRTPO) to determine the status of local planning efforts related to the inclusion of bicycle and pedestrian facilities on the proposed project. This review indicated that planning documents for both Union County and CRTPO include proposed bicycle and pedestrian facilities along the proposed project. The *Union County 2006 Parks and Recreation Comprehensive Master Plan Update* includes a multi-use path along both the new location and widen existing NC 84 portions of the proposed project. The County's Comprehensive Plan Update, which is currently under development, also includes this multi-use path. The CRTPO Regional Comprehensive Transportation Plan, which is in the process of being finalized, includes both on-road bicycle improvements and a multi-use path along the project corridor.

Based on the results of this review, NCDOT's Division of Bicycle and Pedestrian Transportation contacted representatives from Union County and CRTPO to discuss the proposed bicycle and pedestrian facilities included in the current preliminary design. Union County representatives indicated that, although a multi-use path is included in the local planning documents, they recognize local funding may not be available to construct a multi-use path. Based on this, they believe the proposed sidewalks and wide outside lanes for bicycles currently included in the proposed Rea Road Extension preliminary design meet the intent of the County's desire to serve bicyclists and pedestrians along the proposed project corridor.

NCDOT is planning to hold a second public meeting early next year to receive public input on the proposed project. However, we do not want to include sidewalks in materials presented to the public until we know whether the Town of Weddington and the Village of Wesley Chapel want them along the proposed Rea Road Extension and are willing to participate in local cost sharing. Based on this, please respond as to the Town's interest in local cost sharing by December 19, 2014. This will give us time to further update the information to be presented at the next public meeting, if needed.

If you have any questions or would like additional information, please feel free to contact me at the number below, or Marshall Edwards (NCDOT's Project Manager) at (919) 707-6019. NCDOT looks forward to seeing sidewalks included in the proposed Rea Road Extension project if the Town so desires.

Thank you for your assistance.

Bobby Norburn

**BOBBY NORBURN, EI**

Senior Planner  
919.858.1869 direct

**MULKEY ENGINEERS & CONSULTANTS**

6750 Tryon Road | Cary, NC 27518 | 919.836.4800  
Connect with us: [Mulkey](#) | [Facebook](#) | [LinkedIn](#) | [Twitter](#)

<b>Preliminary Cost Estimate for Sidewalks within Weddington</b>					
Alternative	A	A2	B	C	C2
Preliminary Design Sidewalk Length (feet)					
North Side of Project	18,182	18,245	18,965	18,439	18,394
South Side of Project	16,746	16,874	17,373	17,002	16,963
Total	34,928	35,119	36,338	35,441	35,357
Total Cost within Weddington (at 20% local cost share for under 10,000 population)	\$121,841	\$ 122,507	\$ 126,759	\$ 123,630	\$ 123,337
<b>Preliminary Cost Estimate for Sidewalks in Adjacent Unincorporated Areas</b>					
Alternative	A	A2	B	C	C2
Preliminary Design Sidewalk Length (feet)	1,760	1,760	1,760	1,760	1,760
Total Cost adjacent to Weddington (at 20% local cost share for under 10,000 population)	\$6,139	\$6,139	\$6,139	\$6,139	\$6,139
<b>TOTAL ESTIMATED WEDDINGTON SIDEWALK COST</b>	<b>\$127,980</b>	<b>\$128,646</b>	<b>\$132,899</b>	<b>\$129,769</b>	<b>\$129,476</b>

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# TOWN OF W E D D I N G T O N

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## MEMORANDUM

**TO:** Mayor and Town Council

**FROM:** Amy S. McCollum, Town Administrator

**DATE:** November 5, 2014

**SUBJECT:** Devonridge Subdivision

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The Town is currently holding the following money for the Devonridge Subdivision:

Road Performance	\$87,885.00
Road Maintenance	\$29,212.00
Water and Sewer	\$61,270.40

Please find attached letters from US Infrastructure and Union County Public Works advising that the work has been completed and recommending release of the money for the road performance and for water and sewer improvements. The roads are private and it is a gated subdivision; therefore maintenance of the roads will be handled by the Homeowners Association.

Please authorize staff to release the above money back to the developer for the Devonridge Subdivision. Thank you.



## **AGREEMENT**

This AGREEMENT is made this the 11<sup>th</sup> day of June, 2012 (the "Effective Date") by and between Pettus Properties, Incorporated, a North Carolina corporation ("Developer/Seller"), Meritage Homes of North Carolina, Inc., an Arizona corporation ("Buyer") and the Town of Weddington, an incorporated municipality of the State of North Carolina ("Town").

## **RECITALS**

**WHEREAS**, Developer/Seller is the developer and owner of a recorded subdivision in the Town known as Devonridge (formerly known as Falcon Place Subdivision); and

**WHEREAS**, Devonridge obtained final plat approval from the Town on January 8, 2007 and, as a condition of such approval, committed to complete certain infrastructure improvements including water and sewer installation and activation and road performance and maintenance, but no home has yet been constructed in the Devonridge Subdivision; and

**WHEREAS**, as a component of the final plat approval, the subdivision map was reviewed by Union County Public Works ("UCPW") and the record map was determined to be satisfactory; and

**WHEREAS**, water and sewer plans for the subdivision were approved by both UCPW and the North Carolina Department of Natural Resources ("NCDNR"), and the water plans were approved under Serial Number 06-00466, dated April 19, 2006 and the sewer plans were approved under Permit Number WQ0030099 dated April 11, 2006; and

**WHEREAS**, the UCPW required the Town to retain a letter of credit in the amount of Sixty-One Thousand Two Hundred Seventy and 40/100 Dollars (\$61,270.40) to cover activation, final as-builts and a one-year warranty repair guarantee of the Developer/Seller; and

**WHEREAS**, on January 8, 2010, the Town's engineer, U.S. Infrastructure of Carolina, Inc. ("USI"), conducted a field review of the Devonridge Subdivision to verify the satisfactory completion of all construction activities for the purpose of reducing the Developer/Seller's performance bond and such inspection found that nine erosion control sediment basins were still in place and the associated storm drainage pipe needed to be installed after the basins were removed; and

**WHEREAS**, based upon its inspection, USI recommended that the Devonridge Subdivision performance bond be held by the Town until the improvements were completed; and

**WHEREAS**, UCPW determined that: the Devonridge Subdivision had never been activated; the sewer main is plugged at MH #A1; the water main is shut off at the main valve; and that certain additional items needed to be addressed prior to activating the subdivision; and

**WHEREAS**, on March 15, 2012 the Town called on the Letter of Credit for the Devonridge Subdivision and is currently holding Sixty-One Thousand Two Hundred Seventy and 40/100 Dollars (\$61,270.40) in cash for work to satisfy the UCPW and Eighty-Seven

Thousand Eight Hundred Eighty-Five and 00/100 Dollars (\$87,885.00) in cash for work recommended by USI; and

**WHEREAS**, the Town is also holding in cash Twenty-Nine Thousand Two Hundred Twelve and 00/100 Dollars (\$29,212.00) that it will maintain until such time as the Devonridge Subdivision Homeowners Association ("HOA") is established and takes over the roads within Devonridge Subdivision. The \$61,270.40 for the UCPW work, the \$87,885.00 for the work recommended by USI, and the \$29,212.00 for the HOA road takeover are collectively referred to herein as the "Devonridge Improvement Security" and the remaining work associated with the Devonridge Improvement Security is sometimes referred to herein as the "Secured Improvements"; and

**WHEREAS**, the Developer/Seller is the owner and original developer of the Devonridge Subdivision and seeks to sell, transfer and bargain away its rights, title and ownership interests in all property constituting the Devonridge Subdivision, including but not limited to the Devonridge Improvement Security, to the Buyer pursuant to this Agreement and that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated May 15, 2012; and

**WHEREAS**, Buyer and Developer/Seller seek for the Town to retain money held by the Town for maintenance and performance obligations in the Devonridge Subdivision, including water and sewer improvements, until such time as all improvements are completed and permits are acquired and the HOA assumes responsibility for roads within Devonridge Subdivision; and

**WHEREAS**, upon the achievement of the above, the Buyer and Developer/Seller desire for the Town to then transfer the Devonridge Improvement Security to the Buyer, and Developer/Seller shall relinquish and waive any rights and claims to any money so transferred.

**NOW, THEREFORE**, be it resolved that Developer/Seller, Buyer and the Town agree as follows:

1. Buyer agrees to complete to the reasonable satisfaction of the Town or its agent the Secured Improvements. The completion of the Secured Improvements shall occur on or before June 19, 2014, or at such time that the first lot within Devonridge Subdivision is has received a certificate of occupancy. The completion of construction activities shall include but not be limited to: the installation of associated storm drainage pipes and the removal of erosion control sediment basins; the activation of water and sewer improvements; and final as-builts for water and sewer improvements within Devonridge Subdivision. Buyer and Developer/Seller agree that no monies retained by the Town shall be released to the Buyer until such improvements are complete and USI, the Town's engineer, has certified that the improvements have been made to their satisfaction. Further, the release of any monies held by the Town shall be contingent upon satisfying UCPW and correcting all deficiencies prior to the activation of Devonridge Subdivision and verification that Devonridge Subdivision has gained UCPW's approval. The release of funds shall also be contingent upon Developer/Seller and Buyer addressing all defects and punch list items identified by Union County, including taking new bacteria samples, payment to UCPW for the necessary meters and payment for all outstanding capacity fees due and owing from the development of Devonridge Subdivision. Further, the release of the Twenty-Nine Thousand Two Hundred Twelve and 00/100 Dollars

(\$29,212.00) for road maintenance shall be contingent upon verification of the establishment of the Devonridge Subdivision Homeowners Association ("HOA") and its agreement to take over the roads within Devonridge Subdivision; and

2. Upon satisfactory completion and activation of Devonridge Subdivision, and receipt of verification from USI, the Town shall remit to Buyer all amounts retained by Town which are authorized to be released under its subdivision ordinance and this Agreement. In particular, the Town shall release the Sixty-One Thousand Two Hundred Seventy and 40/100 Dollars (\$61,270.40) at such time as work has been completed to the satisfaction of the UCPW and USI. The Eighty-Seven Thousand Eight Hundred Eighty-Five and No/100 Dollars (\$87,885.00) shall be released to Buyer upon satisfaction and completion of all work recommended by USI. The Twenty-Nine Thousand Two Hundred Twelve and No/100 Dollar (\$29,212.00) shall be released when upon verification that the Devonridge Subdivision HOA has assumed all roads within Devonridge Subdivision.

3. Buyer and Developer/Seller agree that this Agreement with the Town is to accommodate the transfer of the subdivision assets from Developer/Seller to Buyer, and the Buyer and Developer/Seller both agree to release, indemnify, defend and hold harmless the Town from and against any injury, claim, demand, liability, cost and/or expense (including, without limitation, reasonable attorneys' fees) arising from or related to the release of the funds to Buyer pursuant to the terms of this Agreement, including without limitation such claims or demands that may be brought against the Town by Buyer, Developer/Seller or any third party to recover any funds paid by the Town to Buyer pursuant to the terms of this Agreement.

4. Developer/Seller hereby knowingly and voluntarily waives any claims to the moneys held by the Town pursuant to the Letter of Credit and cash receipts and specifically releases and holds harmless the Town from any transfer of these moneys from the Town to Buyer pursuant to the terms of this Agreement.

5. The term of this Agreement shall be until such time as the project is completed to the satisfaction of UCPW and USI, or until such time as the streets within Devonridge Subdivision are accepted by the Devonridge HOA.

6. This Agreement may be modified at any time in writing by all parties set out herein.

7. The failure or delay by any party in exercising any right, power or privilege contained in this Agreement shall not constitute a waiver of any right, power or privilege herein.

8. This Agreement shall be governed by the laws of the State of North Carolina and without regard to its choice of laws.

9. This Agreement may not be assigned except with the express written consent of all parties hereto.

IN WITNESS WHEREOF, the authorized representatives of the Developer/Seller, Buyer and Town have executed this Agreement as of the Effective Date.

TOWN OF WEDDINGTON

By: Walker Davis  
Mayor

Attested to: Amy S. McCallum  
Town Clerk

BUYER

By: R. Roberson (SEAL)

DEVELOPER/SELLER

PETTUS PROPERTIES

By: J. Pettus (SEAL)



**US INFRASTRUCTURE OF CAROLINA, INC.**  
**CONSULTING ENGINEERS**

April 22, 2014

Ms. Amy McCollum, Town Administrator  
Town of Weddington  
1924 Weddington Road  
Weddington, NC 28104

SUBJECT: Devonridge Subdivision  
Release of Performance Bond  
USI Project No. 120201

Dear Amy:

USI conducted a field inspection of the Devonridge Subdivision on April 11, 2014 to verify the satisfactory completion of construction activities for the purpose of releasing the developer's performance bond. Our inspection found all roadway and drainage items have been satisfactorily completed, and we recommend release of the performance bond for this subdivision.

If you have any questions, please contact us at 704-342-3007.

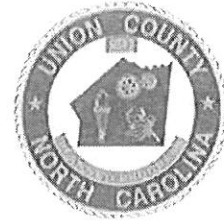
Sincerely,

**US Infrastructure of Carolina, Inc.**

Bonnie A. Fisher, P.E.  
Project Manager

UNION COUNTY  
DEPARTMENT OF PUBLIC WORKS

500 North Main Street, Suite 500, Monroe, NC 28112  
Phone: (704)296-4210 • Fax: (704)296-4232



September 3, 2014

Town of Weddington  
Attn: Amy McCollum  
1924 Weddington Road  
Matthews, NC 28104

Subject: Devonridge (Formerly Falcon Place) Dated 3-20-07

Dear Mrs. McCollum:

Union County Public Works Department has inspected the materials and workmanship of the water and sewer distribution systems which has been installed in the above mentioned subdivision. We find this project to be in substantial compliance and intent of the approved plans and specifications and hereby recommend **releasing** the current letter of credits for this project.

Sincerely,

A handwritten signature in dark ink, appearing to read "C. O'Cain", is written over a faint, larger signature.

Charles P. O'Cain PE. PLS  
Development Program Manager

Cc: Brandon Pridemore (bpridemore@rjoeharris.com)  
Jennifer Tyson, Susie Calkins, Richard Black, Richard Jensen

CPO/lkm

**Budget Summary - Operating**  
Devonridge Homeowners Association, Inc.

2014

Date: 9/25/2014  
Time: 9:46 am  
Page: 1

Account	January	February	March	April	May	June	July	August	September	October	November	December	Total
<b>INCOME</b>													
<b>Income</b>													
4010-00 Association Assessments	\$4,485.00	\$500.00	\$375.00	\$7,101.00	\$500.00	\$250.00	\$9,718.00	\$250.00	\$250.00	\$11,213.00	\$-	\$-	\$34,642.00
4045-00 Assessments To Reserves	(100.00)	-	-	(100.00)	-	-	(100.00)	-	-	(100.00)	-	-	(400.00)
4085-00 Developer Contribution	564.00	-	-	-	-	-	-	-	-	-	-	-	564.00
<b>Total Income</b>	<b>\$4,949.00</b>	<b>\$500.00</b>	<b>\$375.00</b>	<b>\$7,001.00</b>	<b>\$500.00</b>	<b>\$250.00</b>	<b>\$9,618.00</b>	<b>\$250.00</b>	<b>\$250.00</b>	<b>\$11,113.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$34,806.00</b>
<b>Total OPERATING INCOME</b>	<b>\$4,949.00</b>	<b>\$500.00</b>	<b>\$375.00</b>	<b>\$7,001.00</b>	<b>\$500.00</b>	<b>\$250.00</b>	<b>\$9,618.00</b>	<b>\$250.00</b>	<b>\$250.00</b>	<b>\$11,113.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$34,806.00</b>
<b>EXPENSES</b>													
<b>Administrative</b>													
5010-00 Management Fees	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
5110-00 Office Supplies	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	360.00
5112-00 Mgt Co Admin Fees	-	-	-	-	188.00	-	-	-	-	-	-	-	188.00
5127-00 Audit/Tax Preparation	-	-	400.00	-	-	-	-	-	-	-	-	-	400.00
5130-00 Postage/Delivery	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	180.00
5150-00 Property Insurance - Policy/Premium	685.00	-	-	-	-	-	-	-	-	-	-	-	685.00
5220-00 Payment Coupons	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	180.00
<b>Total Administrative</b>	<b>\$995.00</b>	<b>\$310.00</b>	<b>\$710.00</b>	<b>\$310.00</b>	<b>\$498.00</b>	<b>\$310.00</b>	<b>\$310.00</b>	<b>\$310.00</b>	<b>\$310.00</b>	<b>\$310.00</b>	<b>\$310.00</b>	<b>\$498.00</b>	<b>\$5,181.00</b>
<b>Buildings &amp; Grounds</b>													
7010-00 Landscape - Contract	2,224.00	2,224.00	2,224.00	2,224.00	2,224.00	2,224.00	2,224.00	2,224.00	2,224.00	2,224.00	2,224.00	2,224.00	26,688.00
7030-00 Landscape - Irrigation Repair	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	900.00
7040-00 Landscape - Seasonal	-	-	400.00	-	-	-	-	-	-	-	-	-	400.00
<b>Total Buildings &amp; Grounds</b>	<b>\$2,299.00</b>	<b>\$2,299.00</b>	<b>\$2,699.00</b>	<b>\$2,299.00</b>	<b>\$2,299.00</b>	<b>\$2,299.00</b>	<b>\$2,299.00</b>	<b>\$2,299.00</b>	<b>\$2,299.00</b>	<b>\$2,299.00</b>	<b>\$2,299.00</b>	<b>\$2,299.00</b>	<b>\$27,988.00</b>
<b>Utilities</b>													
9010-00 Electricity - General Usage	103.00	103.00	103.00	103.00	103.00	103.00	103.00	103.00	103.00	103.00	103.00	103.00	1,236.00
<b>Total Utilities</b>	<b>\$103.00</b>	<b>\$103.00</b>	<b>\$103.00</b>	<b>\$103.00</b>	<b>\$103.00</b>	<b>\$103.00</b>	<b>\$103.00</b>	<b>\$103.00</b>	<b>\$103.00</b>	<b>\$103.00</b>	<b>\$103.00</b>	<b>\$103.00</b>	<b>\$1,236.00</b>
<b>Total OPERATING EXPENSE</b>	<b>\$3,397.00</b>	<b>\$2,712.00</b>	<b>\$3,512.00</b>	<b>\$2,712.00</b>	<b>\$2,900.00</b>	<b>\$2,712.00</b>	<b>\$2,712.00</b>	<b>\$2,712.00</b>	<b>\$2,712.00</b>	<b>\$2,712.00</b>	<b>\$2,712.00</b>	<b>\$2,900.00</b>	<b>\$34,405.00</b>
<b>Net - Operating Totals</b>	<b>\$1,552.00</b>	<b>(\$2,212.00)</b>	<b>(\$3,137.00)</b>	<b>\$4,289.00</b>	<b>(\$2,400.00)</b>	<b>(\$2,462.00)</b>	<b>\$6,906.00</b>	<b>(\$2,462.00)</b>	<b>(\$2,462.00)</b>	<b>\$8,401.00</b>	<b>(\$2,712.00)</b>	<b>(\$2,900.00)</b>	<b>\$401.00</b>



**Budget Summary - Reserve**  
Devonridge Homeowners Association, Inc.  
2014

Date: 9/25/2014  
Time: 9:46 am  
Page: 2

Account	January	February	March	April	May	June	July	August	September	October	November	December	Total
<b>INCOME</b>													
Income													
4045-01 Assessments to Reserves	\$100.00	\$-	\$-	\$100.00	\$-	\$-	\$100.00	\$-	\$-	\$100.00	\$-	\$-	\$400.00
Total Income	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$400.00
Total RESERVE INCOME	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$400.00
Net - Reserve Totals	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$400.00



**APPOINTMENT OF OFFICERS  
DEVONRIDGE HOMEOWNERS ASSOCIATION, INC.**

**DIRECTOR ACTION**

We, the undersigned, being all of the directors of the Board of Directors of DEVONRIDGE HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation (the "POA"), having met on September 24, 2012, at 7761 Ballantyne Commons Parkway, Suite 103, Charlotte, NC 28277 to take the herein described actions, do hereby acknowledge said meeting and take the following actions by signing our written consent hereto:

**Appointment of Officers**

**WHEREAS**, in the judgment of the Board of Directors, it is in the best interests of the POA to elect the following individuals as to the below indicated officer positions:

**Rick Roberson, President**  
7761 Ballantyne Commons Parkway  
Suite 103  
Charlotte, NC 28277

**Andrew Rouzer, Vice President**  
7761 Ballantyne Commons Parkway  
Suite 103  
Charlotte, NC 28277

**Steve Liebentritt, Secretary and Treasurer**  
7761 Ballantyne Commons Parkway  
Suite 103  
Charlotte, NC 28277

Each of whom has signed below indicating acceptance of this appointment; and

**WHEREAS**, this action by Directors is taken, as applicable and as the case may be, pursuant to Article V, Section 4 and Article VII Section 2 of the Bylaws of the POA.

**NOW, THEREFORE, BE IT RESOLVED**, that the election/appointment of officers contemplated above herein is adopted and approved in all respects.

[Signatures to follow – faxed/electronically transmitted signatures are binding and operative]

**REMOVAL OF DIRECTOR AND  
APPOINTMENT OF REPLACEMENT DIRECTOR**

**DEVONRIDGE HOMEOWNERS ASSOCIATION, INC.**

**WRITTEN CONSENT OF DECLARANT WITHOUT MEETING**

The undersigned, being "Declarant" under that certain Declaration of Restrictive Covenants of Devonridge Subdivision dated June 25, 2007, recorded at Book 4600, Page 364 in the Union County Registry (as amended, the "Declaration"), hereby takes the following actions:

**Removal of Director and Appointment of Replacement Director**

**WHEREAS**, Declarant has the power and authority under Section 3 of Article III of the Declaration to appoint the members of the Board of Directors prior to the termination of the Class B Membership;

**WHEREAS**, the Class B Membership has yet to be terminated under the terms of the Declaration;

**WHEREAS**, in the judgment of Declarant it is in the best interests of the Arbor Way Homeowners Association, Inc. (the "Association") to remove the following individual as a member of the Board of Directors:

**Steve Liebenritt  
11605 N. Community House Road  
Calhoun Building, Suite 250  
Charlotte, NC 28277**

**WHEREAS**, in the judgment of Declarant it is in the best interests of the Association to appoint the following individual as a member of the Board of Directors:

**Mark Sergent  
11605 N. Community House Road  
Calhoun Building, Suite 250  
Charlotte, NC 28277**

who has signed below indicating acceptance of this appointment.

**NOW, THEREFORE, BE IT RESOLVED**, that the replacement of Director set forth above is adopted and approved in all respects; and

**FURTHER RESOLVED**, that any capitalized terms used but not defined herein shall have the meaning ascribed such terms in the Declaration.

[Signatures to follow – faxed/electronically transmitted signatures are binding and operative]

**REMOVAL OF DIRECTOR AND  
APPOINTMENT OF REPLACEMENT DIRECTOR**

**DEVONRIDGE HOMEOWNERS ASSOCIATION, INC.**

**WRITTEN CONSENT OF DECLARANT WITHOUT MEETING**

The undersigned, being "Declarant" under that certain Declaration of Restrictive Covenants of Devonridge Subdivision dated June 25, 2007, recorded at Book 4600, Page 364 in the Union County Registry (as amended, the "Declaration"), hereby takes the following actions:

**Removal of Director and Appointment of Replacement Director**

**WHEREAS**, Declarant has the power and authority under Section 3 of Article III of the Declaration to appoint the members of the Board of Directors prior to the termination of the Class B Membership;

**WHEREAS**, the Class B Membership has yet to be terminated under the terms of the Declaration;

**WHEREAS**, in the judgment of Declarant it is in the best interests of the Arbor Way Homeowners Association, Inc. (the "Association") to remove the following individual as a member of the Board of Directors:

**Steve Liebentritt  
11605 N. Community House Road  
Calhoun Building, Suite 250  
Charlotte, NC 28277**

**WHEREAS**, in the judgment of Declarant it is in the best interests of the Association to appoint the following individual as a member of the Board of Directors:

**Mark Sergeant  
11605 N. Community House Road  
Calhoun Building, Suite 250  
Charlotte, NC 28277**

who has signed below indicating acceptance of this appointment.

**NOW, THEREFORE, BE IT RESOLVED**, that the replacement of Director set forth above is adopted and approved in all respects; and

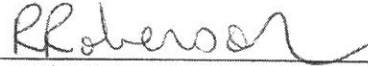
**FURTHER RESOLVED**, that any capitalized terms used but not defined herein shall have the meaning ascribed such terms in the Declaration.

[Signatures to follow – faxed/electronically transmitted signatures are binding and operative]

This action is taken and is effective as of the 14<sup>th</sup> day of March, 2014.

DECLARANT:

Meritage Homes of the Carolinas, Inc., an Arizona corporation

By: 

Name: Rick Roberson

As: Division President-Charlotte Division

NEW MEMBER OF THE BOARD OF DIRECTORS:

  
Mark Sergent

4600  
0364

DECLARATION OF  
  
RESTRICTIVE COVENANTS  
  
OF  
  
DEVONRIDGE SUBDIVISION

DATED  
  
JUNE 25, 2007

FILED  
UNION COUNTY  
CRYSTAL CRUMP  
REGISTER OF DEEDS

FILED Jun 25, 2007  
AT 02:49 pm  
BOOK 04600  
START PAGE 0364  
END PAGE 0374  
INSTRUMENT # 28167  
EXCISE TAX (None)  
TRB

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL  
SIGNS, THE FLAG OF THE UNITED STATES OF AMERICA AND THE STATE OF  
NORTH CAROLINA.**

Prepared By: Griffin, Brunson & Perle, L.L.P., 301 S. McDowell St., Ste. 320, Charlotte, NC  
28204

Return To: Pettus Properties, Inc., 54 Marina Rd., Ste. 302, Lake Wylie, SC 29710

DECLARATION OF  
RESTRICTIVE COVENANTS  
OF  
DEVONRIDGE SUBDIVISION

THIS DECLARATION OF RESTRICTIVE COVENANTS OF DEVONRIDGE SUBDIVISION is made this 25<sup>th</sup> day of June, 2007 by PETTUS PROPERTIES, INC., hereinafter referred to as "Declarant", and any and all persons, firms, or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this DECLARATION OF RESTRICTIVE COVENANTS OF DEVONRIDGE SUBDIVISION, hereinafter referred to as the "Restrictions."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Union County, North Carolina known as DEVONRIDGE SUBDIVISION; and

WHEREAS, DEVONRIDGE SUBDIVISION is more particularly described by plat(s) thereof recorded in the following Plat Cabinet J, File(s) 964 in the Office of the Register of Deeds for Union County to which reference is hereby made for a more complete description; and plat(s) for additional phases made a part of this subdivision will be recorded at a later date; and

WHEREAS, said lots are so situated as to comprise a neighborhood unit and it is the intent and purpose of the Declarant to convey the aforesaid lots to persons who will erect thereon residences to be used for single family purposes, subject to the provisions hereinafter set forth; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property made subject to these Restrictions, and the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DEVONRIDGE SUBDIVISION and DEVONRIDGE HOMEOWNERS ASSOCIATION, INC., hereinafter "Declaration", recorded separately in the Office of the Register of Deeds for Union County for the benefit and protection of the property and for the mutual protection, welfare and benefit of the present and the future owners thereof; and

WHEREAS, Declarant desires to provide for the preservation of the values of DEVONRIDGE SUBDIVISION made subject to these Restrictions and the Declaration and for the preservation and maintenance of the Common Property and the Common Open Space shown on the recorded plats and established by the Declaration and by the supplements thereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described herein on above said recorded plat(s) is made subject to these Restrictions, the Declaration, and the North Carolina Planned Community Act, codified in chapter 47F of the North Carolina General Statutes and shall be held, transferred, sold, conveyed and occupied subject to the following

4600  
0366

easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of DEVONRIDGE SUBDIVISION as it now exists and is hereafter expanded and that such easements, restrictions, covenants and conditions shall burden and run with said property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns, having any right, title or interest in the properties now or hereafter subjected to these Restrictions and the Declaration, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns.

PROPERTY SUBJECT TO THESE RESTRICTIONS AND THE DECLARATION  
AND ADDITIONS THERETO

1. Existing Property. The Real property which is, and shall be held, transferred, sold, conveyed, occupied and used subject to these Restrictions and the Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Union County, North Carolina, and is shown on maps recorded in Plat Cabinet J, File(s) 964 in the Office of the Register of Deeds for Union County.

2. Additions to Existing Property. Additional property may be brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association:

(a) Declarant reserves the right to subject to this Declaration other certain contiguous property, which may be developed into tracts and roadways and may later be made a part of DEVONRIDGE SUBDIVISION. Declarant shall have and hereby reserves the right and option, from time to time, to subdivide all or any portion of the same into additional tracts by the filing of a plat designating such tracts on the records of Union County, North Carolina, and upon any such filing the number of tracts located on the property shall be increased to include such additional tracts.

(b) The additions authorized under subsections (a) and (b) shall be made by filing of record SUPPLEMENTARY DECLARATIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS OF DEVONRIDGE SUBDIVISION and by filing of record SUPPLEMENTARY DECLARATIONS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DEVONRIDGE SUBDIVISION and DEVONRIDGE HOMEOWNERS ASSOCIATION, INC., with respect to the additional properties which shall extend the scheme of these Restrictions and the Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to assessments for their just share of the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modification of these Restrictions and the Declaration as may be necessary.

#### GENERAL USE RESTRICTIONS

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the existing Property that the Property is hereby subject to these Restrictions as to the use thereof and do agree, publish and declare that the deeds hereinafter made by it to purchasers of the Property shall be made subject to the Declaration and to the following Restrictions:

1. Except as otherwise provided in these Restrictions, the lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling and related structures incidental to the residential use of the lot, which otherwise comply with these Restrictions, except that Declarant reserves the exclusive right to construct a roadway over any lot owned by it in order to grant access to other property acquired by Declarant and in such cases the remainder of any such lot not used for the roadway shall still be subject to these Restrictions.

2. Each single-family dwelling erected upon any lot shall contain not less than 4000 heated SF with 5500 SF under roof. The design, location, and construction of all improvements on each lot (regardless of when such improvements are made) and the landscaping of each lot must be approved, in advance, in writing by the Architectural Review Committee, hereinafter referred to as the "Committee", which Committee is established pursuant to the Declaration. No log or modular homes are permitted.

3. All improvements to any lot must comply with local municipal setback requirements and those set out in the recorded plats of DEVONRIDGE SUBDIVISION.

4. More than one lot (as shown on said plat(s)) or portions thereof, may be combined to form one or more lots by (or with the written consent of) Declarant, its successors and assigns. Upon combination of lots, the building line requirements prescribed herein shall apply and the easements reserved herein shall be applicable to the rear, side and front lot lines of such lot as combined. The resulting building site and structures erected thereon must otherwise comply with these Restrictions and the new property line of the resulting building site shall be used to compute the set-back lines as set forth herein. Annual assessments are applicable on each individual lot regardless of whether two or more lots are combined by an owner to form one.

5. All connections of private driveways to the DEVONRIDGE road system, and all connections of private easements and right-of-ways to that road system shall be constructed and maintained in accordance with the rules, regulations and specifications as approved by the Committee and must also meet all requirements for acceptance into the North Carolina State road system.

NOTICE IS HEREBY GIVEN THAT THE STREETS AND ROADS INSIDE DEVONRIDGE SUBDIVISION ARE PRIVATE STREETS AND ROADS AND ARE NOT INTENDED TO BE MAINTAINED BY ANY PUBLIC ENTITY. THE DECLARANT AND/OR THE ASSOCIATION HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO APPLY TO THE APPLICABLE PUBLIC ENTITIES FOR THE STREETS AND ROADS TO



BE PUBLICLY MAINTAINED. OTHERWISE, THE STREETS AND ROADS SHALL BE PART OF THE COMMON AREA TO BE MAINTAINED BY THE ASSOCIATION.

6. There shall be no signs, fencing, or parking permitted within the road right-of-way.

7. No grading, landscaping, building, fence, wall, pool, outbuilding, driveway, recreational and/or playground equipment, flag poles or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained or altered on any lot or combination of contiguous lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents. The Committee's refusal or approval of plans may be based upon purely aesthetic considerations, which in its sole discretion the Committee shall deem sufficient, but approval shall not unreasonably be withheld. Three (3) copies of all plans and related data shall be furnished to the Committee for its records.

8. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the same into a dwelling unit in this subdivision, excepting, however, Declarant's mobile offices provided for herein below.

9. With the exception of construction which is interrupted or delayed due to physical damage to the work in progress (such as damage due to fire, lightning, windstorm, hail, riot or civil commotion, explosion, or theft), all exterior construction must be completed within twelve (12) months subsequent to commencement of construction and a Certificate of Occupancy must be issued within eighteen (18) months subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns, or, if the Declarant so designates, by the Committee. The normal period of completion time for outbuildings or other improvements shall be presumed to be four (4) months from the issue date of the building permit. In the event that completion of the dwelling, outbuildings, or other improvements on any lot is not completed within twelve (12) months, and the Association determines that construction progress has diminished to such an extent that completion of the dwelling, outbuildings, or other improvements is unlikely within the next one hundred twenty (120) days, the Association shall then have the right to give notice to the owner that the owner has the obligation, within 30 days, to complete the removal of all the construction work in progress, including without limitation, the foundation and all building improvements and all stored building materials, and fill and grade the lot so that it is restored to its natural grade level, and the Association shall have the right to undertake this work upon owner's failure to do so and charge the cost to the owner and place a lien upon the lot upon owner's failure to pay these charges.

10. No trailer, track, van, mobile home, tent, camper, motor home, barn, garage, or other outbuilding or temporary structure parked or erected on lots in this Subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, that this prohibition shall not apply to shelters used by the contractors during the construction of the main dwelling house, it being clearly understood that these temporary shelters will not be permitted to remain on any lot after completion of construction. The Committee shall have the right to approve or disapprove these temporary construction shelters or vehicles. The owner shall submit a written request to the

Committee to obtain approval of a temporary construction shelter or vehicle. The Committee, upon approval of a request for a temporary construction shelter or vehicle, will issue a letter stating the length of time such shelter will be allowed to remain upon such lot and where such shelter is to be located upon such lot.

11. All homes constructed in DEVONRIDGE SUBDIVISION must be supplied with water from a public utility company, although private wells may be used for irrigation purposes. The location of wells and the color, design and type materials of well covers must be approved in writing by the Committee.

12. Exposed exterior walls composed of the following materials shall be prohibited from DEVONRIDGE SUBDIVISION: concrete block, imitation asphalt brick siding, imitation asphalt stone siding; vinyl and aluminum siding.

13. Declarant, its heirs, successors, and assigns, shall be permitted to erect one mobile or modular office on any lot that it owns for the purpose of maintaining a sales information center and construction office.

14. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals, livestock, reptiles or poultry of any kind may be kept or maintained on any of said lots, except a reasonable number of dogs, cats and other indoor household pets provided that they do not create a nuisance by noise, odor, damage, or destruction of property within the community. Each owner must see to it that all of the owner's dogs are kept on the owner's property unless leashed. No dogs shall be permitted to roam the Property and the Association may have strays and dogs that are not leashed and are found off their owner's lot picked up by governmental authorities. All persons bringing pets in or on to the Common Property or Common Open Space of the Property shall be responsible for immediate removal of any solid waste attributable thereto. The throwing or dumping of trash, garbage, and waste materials shall not be permitted. The interference of any stream or future waterways so as to cause pollution or stagnation in these waterways is prohibited. There shall be no excavation which does not pertain to the building or construction of a home. Propane and oil tanks must be installed underground. There shall be no above-ground swimming pools.

15. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept on any lot, except in sanitary containers stored on side or rear yard and kept screened from view from all roads, all other adjacent lots, and from the Common Property provided that the Declarant, prior to the sale of such lot, may use portions of such lot as a debris burial pit in accordance with governmental regulations.

16. In addition to all easements and buffers that are shown on the recorded plats of DEVONRIDGE SUBDIVISION, easements ten (10) feet in width along the lot lines of all lots are reserved by Declarant for installation, repair, replacement and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. An easement of fifteen (15) feet is reserved for such purposes along the rear lines of all lots. As between the

easements reserved by these Restrictions and the easements that are located in the same areas as shown on the record maps, the easements that are greater in width shall be the easements that are in effect.

17. Declarant reserves a temporary construction easement of fifty (50) feet in width along both sides and running parallel to streets or road right of ways, which easements shall expire eighteen months after the particular road construction commences.

18. No outside clotheslines shall be permitted. No exterior antennae are allowed. Satellite dishes may be permitted in accordance with Section 207 of the Telecommunication Act of 1996 and regulations promulgated thereunder. No satellite dishes shall be permitted in excess of 18" in diameter. One small and inconspicuous satellite dish having a diameter of eighteen (18") or less, which is installed upon or adjacent to any residence, and is not visible from adjacent properties, open space or the street, and is integrated with the residential structure and surrounding landscape, is permitted and does not require Committee approval. Such equipment shall be located only in side or rear yards that are not adjacent to a street, and shall be located as inconspicuously as possible. Any enclosures for screening must be approved in writing by the Committee prior to construction. Mailboxes shall be of a design, color and choice of materials as designated by the Declarant or, if the Declarant so designates, by the Committee, and may not violate North Carolina Department of Transportation standards.

19. There shall be no junk automobiles, junk of any sort, unserviceable vehicles, or salvage stored or placed or allowed to remain on or in any portion of a lot. Unless located within enclosed garages, no boat and/or boat trailer, travel trailer, motor home, tractor trailer truck, or any other such vehicle shall be kept or maintained or located upon any lot unless and except with prior approval of the Committee. No vehicles that are disabled or under repair shall be kept upon any lot unless located within enclosed garages. Unlicensed automobiles, including antique cars, if present must be stored out of sight in a garage. Large trucks shall not be parked on a regular basis within this Subdivision. No lot shall be used for storage of building materials prior to the issuance of the building permit for the Primary Residence. Large truck shall be defined as any non-passenger vehicle larger than a pick-up truck.

20. All signage must be in accordance with the following DEVONRIDGE Signage Guidelines. One security sign may be permitted in the front yard located either adjacent to the driveway or in close proximity to the front entrance of the main dwelling.

**Guidelines:** One builder sign obtained by the Association and permit board shall be allowed; however, no subcontractor or trade signs shall be permitted. The builder sign shall be erected on the lot/parcel prior to the commencement of any work, including clearing or grading. The builder sign shall be securely erected and no signs or permits shall be placed in trees. The builder sign shall be removed immediately upon the issuance of a Certificate of Occupancy and returned to the Association unless a longer period is granted in advance by the Committee. Only the sign approved by the Committee will be permitted. Only one sign per homesite, whether it be a builder sign or "for sale" sign, will be permitted. All "for sale" signs must be of the size, color, design and placement thereof as designated by the Committee. The Declarant reserves the right to place and maintain appropriate development signs at the entrance to this Subdivision.

Declarant also reserves the right, at its sole discretion, to erect and maintain signs designating owner's names, street names, common areas, and any other sign that will aid in the development of DEVONRIDGE SUBDIVISION. Should it be determined that a sign erected on a Lot or in the Common Property or Common Open Space does not conform to the Committee guidelines, or has not been approved, the Association, the Declarant, its agents or assigns shall have the right from time to time to enter said lot without any liability for damage, wrongful entry, trespass or otherwise for the purpose of removing the nonconforming sign. The Declarant or the Association has the right from time to time to revise the rules and regulations regarding signs in order to meet the needs of the community or satisfy any governmental regulations. Notwithstanding the foregoing, political signs may be placed on a lot in the time period beginning 45 days before the day of election and no later than seven days after the day of election. The size of any political sign must comply with any applicable city, town or county ordinance regulating the size and number of political signs on residential property, but in no event shall exceed a maximum dimension of 24 inches by 24 inches.

21. Before any clearing and grading is to begin on any lot, the owner must have a tree survey prepared and submitted to the Committee for written approval showing all trees in excess of six (6) inches in diameter measured four and one half feet from its base that are to be removed.

22. Declarant will, if permitted by governmental authorities, provide a privacy gate across the entrance roads to DEVONRIDGE SUBDIVISION. Amenities provided by Declarant and deeded to the Association along with the Common Property and Common Open Space shall thereafter be maintained by the Association.

23. As provided for herein (see Section 2 of "Property Subject To These Restrictions and Declaration and Additions Thereto"), it is understood that Declarant, its successors and assigns, may develop, subdivide or sell additional tracts or parcels of land.

Declarant reserves the right for its successors or assigns to connect such additional property to this Subdivision and to grant easements to use the roads and common areas.

24. DEFINITIONS: Reference to "Subdivision" in this document is intended to refer to DEVONRIDGE, consisting of 3 sheets in the Union County Registry. Reference to "Association" in this document is intended to refer only to "DEVONRIDGE HOMEOWNERS ASSOCIATION, INC."

25. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this Subdivision other than the Property that is subjected to these Restrictions. The Property herein described is also made subject to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DEVONRIDGE SUBDIVISION recorded separately, which Declaration is incorporated herein by reference.

26. Enforcement of these Restrictions may be at law or in equity against any person or

persons violating or attempting to violate any covenant, condition or restriction herein contained. In the event of enforcement of these Restrictions at law or in equity and a violation hereof is judicially determined, then the violator shall be assessed with the costs of such action, including without limitation reasonable attorneys fees.

27. Declarant reserves the right to assign its rights to a successor who also assumes the Declarant's responsibilities.

28. Judicial invalidation of one or more of the provisions hereof shall not adversely affect the remainder hereof, which shall remain in full force and effect.

29. No hunting nor trapping of any wild life, including, but not limited to, birds, ducks, geese, turkeys, or deer shall be permitted on any of the property shown on the plats herein above referenced. The discharging of firearms (including without limitation guns, BB guns, and pellet guns) and/or fireworks is strictly prohibited from any of the property shown on the plats hereinabove referenced.

30. No swimming shall be permitted in the ponds.

31. The Declarant makes no warranties whatsoever as to the water level in the existing pond nor the continued existence as a pond beyond the time that it is turned over to the Association. There is to be no interference with any pumps, fountains or waterfalls.

32. Fishing in the pond shall be permitted by rod and reel, pole or hook and line only, provided that only members in good standing of the Association and their families and guests (who must be accompanied by a member) may fish there and only during daylight hours. No seining or trapping of fish is permitted. Limits shall be the same as for fishing on public waters of the State of North Carolina.

33. No boats are permitted on the pond with the exception of that required by the HOA to maintain, improve, or repair shoreline or pumps/fountains operating within the pond area.

34. The Committee and the Association have the right to make any additional rules and regulations regarding fishing and the use of the pond. There are to be no piers on the pond.

35. No property owner in DEVONRIDGE SUBDIVISION, whether adjoining the pond or not, shall have any right to draw water from the pond for any purpose, including, but not limited to, irrigation.

36. It will be the responsibility of the Association to monitor and control the quality of the water contained in the pond as well as to re-stock the fish located in said pond as may be needed. The pond maintenance, upkeep, replacement and repair of improvements, equipment and facilities such as drain pipes, spillways, pumps and fountains if installed and dams including seeding and re-seeding, fertilizing, erosion control, and maintenance of earthen works, grass berms, etc., and the dredging of the ponds bed, if necessary, shall be the responsibility of the Association.

37. Lot owners shall have no right to trespass upon the privately owned lands adjoining the common open space, pond, or walking trails without express written consent of such landowner(s).

38. Association members in good standing using the pond will be limited to the stipulated "common property", common open space, and the surface water of the pond. All lot owners shall have riparian rights on the surface water of the pond. They shall have no right to trespass upon the privately owned lands adjoining the pond located outside of the Common Property or Common Open Space without the express consent of such landowner(s) even if the water level of the pond should drop. Any guests must be accompanied by an Association member.

39. Feeding of geese is strictly prohibited.

40. There is specifically reserved by the Declarant and the Association the right, privilege and easement of backing, ponding, raising, flooding or diverting the waters of the pond within the Common Property or Common Open Space shown on the record plat, together with the right to clear and grade land, and enter thereon, without the risk of trespass, for the purpose of clearing, grading, cleaning and/or repairing the pond or shorelines contained within said area.

41. The Association shall be responsible for such pest control measures on the pond as the board of directors may decide and which are in keeping with any governmental regulations.

42. There shall be no dumping or discharging of any foreign substance or material into the pond which shall be in any way harmful or detrimental to the quality of the waters in said pond.

43. There shall be no storage of any hazardous materials within one hundred feet (100') of the shoreline of the pond.

44. No animal life other than fish of the type as originally stocked shall be introduced into the waters of the pond, except by Declarant.

45. There will be a temporary construction easement twenty (20) feet in width outside of the Common Open Space Areas along with the right to clear and grade the land and enter thereon, without the risk of trespass for the purpose of constructing, clearing, grading or expanding the walking trails and ponds. The temporary construction easements shall expire eighteen (18) months after the particular construction is complete.

46. No artificial vegetation with the exception of specialty use areas such as common area putting greens shall be permitted on the Property. Exterior sculpture, fountains, gazebos, arboretums, flags, and similar items are subject to Declarant's or the Committee's prior written approval; provided, however, that nothing contained herein shall prohibit the appropriate display of the American flag or the flag of the State of North Carolina. Notwithstanding the foregoing, the size of the American flag or the flag of the State of North Carolina shall be of a size no greater than four feet by six feet, and shall be displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C. § 5-10.

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47. Construction must begin on all lots within 2 years from the date of closing or within 2 years from the time the roads are paved, whichever is the later. If a lot is sold by initial owner, subsequent owner has the balance of the 2 years plus one additional year to begin construction. (Builders as per builder agreement with Declarant).

If construction has not been started by the expiration of the 2 year period, or in the case of a subsequent buyer, the remainder of the 2 year period plus one year, the Declarant in its sole discretion has the option to buy back (purchase) the lot at the initial purchase price.

THESE RESTRICTIONS RUN WITH THE LAND

This DECLARATION OF RESTRICTIVE COVENANTS OF DEVONRIDGE SUBDIVISION and the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DEVONRIDGE SUBDIVISION and DEVONRIDGE HOMEOWNERS ASSOCIATION, INC. compose the general plan of development for the Property herein described and run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date these Restrictions are recorded, after which time said Restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by sixty-seven percent (67%) of the then owners of the lots and the Declarant has been recorded agreeing to change said Restrictions in whole or in part. These Restrictions may be amended by the affirmative vote of the owners representing sixty-seven percent (67%) of the lots and the Declarant at the time of the vote.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants of DEVONRIDGE SUBDIVISION to be duly executed this 25<sup>th</sup> day of June, 2007.

PETTUS PROPERTIES, INC.

BY: Jerry H. Pettus

STATE OF ~~NORTH~~<sup>South</sup> CAROLINA COUNTY OF York

This 25<sup>th</sup> day of June, 2007, personally came before me Jerry H. Pettus who, being by me duly sworn, says that he is a president of PETTUS PROPERTIES, INC. and that said writing was signed and sealed by him, in his capacity as president by its authority duly given.

Notary Public: Beth A. Parnell

My Commission Expires: My commission expires September 15, 2016

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
DEVONRIDGE SUBDIVISION  
DATED  
JUNE 25, 2007

FILED  
UNION COUNTY  
**CRYSTAL CRUMP  
REGISTER OF DEEDS**

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FILED Jun 25, 2007  
AT 02:49 pm  
BOOK 04600  
START PAGE 0375  
END PAGE 0391  
INSTRUMENT # 28168  
EXCISE TAX (None)  
TRB

Prepared By: Griffin, Brunson & Perle, L.L.P., 301 S. McDowell St., Ste. 320, Charlotte,  
NC 28204

Return To: Pettus Properties, Inc., 54 Marina Rd., Ste. 302, Lake Wylie, SC 29710



DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
DEVONRIDGE SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DEVONRIDGE SUBDIVISION AND DEVONRIDGE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Declaration", is made this 25<sup>th</sup> of June, 2007 by PETTUS PROPERTIES, INC., hereinafter referred to as "Declarant", and any and all persons, firms, or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration.

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property in Union County, North Carolina known as DEVONRIDGE SUBDIVISION, which is more particularly described by plat(s) showing Lots 1-37 inclusive; and recorded in the following Plat Cabinet J, File 964 in the Office of the Register of Deeds for Union County to which reference is hereby made for more complete descriptions; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the Property made subject to this Declaration for the benefit of the present and the future owners thereof; and

WHEREAS, Declarant may subject to this Declaration additional portions of DEVONRIDGE SUBDIVISION for the purpose of extending the general scheme of development to such additional Property and accordingly declares that DEVONRIDGE SUBDIVISION may be expanded to include additional property; and

WHEREAS, Declarant desires to provide for the preservation of the values of DEVONRIDGE SUBDIVISION as expanded hereby and hereinafter made subject to this Declaration and for the preservation and maintenance of the Common Property and Common Open Space established by the Declaration and by the supplements hereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described on said recorded plats and all of the property hereinafter made subject to this Declaration by recorded supplements hereto referencing subsequently recorded plats, including, but not limited to, the "Property", shall be held, sold, transferred, conveyed, occupied and used subject to the North Carolina Planned Community Act codified in Chapter 47F of the North Carolina General Statutes and to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of DEVONRIDGE SUBDIVISION as it now exists and is hereafter expanded and that such easements, restrictions, covenants, and conditions shall burden and run with said real Property and the heirs, successors and assigns having any right, title, or interest in the

Properties now or hereafter subjected to this Declaration or any part thereof, and shall inure to the benefit of each owner thereof and burden each owner's real property that is subjected to this Declaration.

## ARTICLE I

### DEFINITIONS

"Association" shall mean and refer to DEVONRIDGE HOMEOWNERS ASSOCIATION, INC., a not-for-profit North Carolina corporation, organized pursuant to N.C. G.S. §47F-3-101 and 55A-2-02 and its successors and assigns.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of any of the Property made subject to this Declaration, but excluding those having such interest merely as security for the performance of an obligation, provided however, the Declarant shall not be deemed an Owner.

"Property" shall mean and refer to that certain property shown on plat(s) recorded in Plat Cabinet J, File 964 in the Office of the Register of Deeds for Union County, North Carolina and any additional property which Declarant may make a part of this Subdivision, as provided for in the Declaration of Restrictive Covenants of DEVONRIDGE SUBDIVISION, recorded separately. The terms "Property," "Subdivision," and "DEVONRIDGE" are interchangeable.

"Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of this Subdivision.

"Dwelling Unit" shall mean and refer to the completed single family home located upon a Lot.

"Declarant" shall mean PETTUS PROPERTIES, Inc. and its successors and assigns if such successors and assigns acquire two or more undeveloped lots from the Declarant for the purpose of development and if the rights and obligations of the Declarant hereunder are expressly assigned to and assumed by such successors and assigns.

"Common Property/Common Open Space" shall mean all property owned by the Association and the Common Open Space Areas granted to the Association for the common use and enjoyment of all or a designated class of members. Common Property includes without limitation all existing and future roads and rights-of-way and all street lanterns constructed or installed along/or over the rights-of way of the roadways or common areas, walls, greenways, median strips, sidewalks, cul-de-sac centers, utility and maintenance, planting areas, fountains, pumps, common areas, facilities, common open space, walking trails, privacy gate and easements that are developed on the Common Property (it being understood that this enumeration is by way of description of the type of

facilities that may be developed and in no way shall bind or obligate the Declarant to provide any of the described facilities) and all entry way, directional, and informational signs (and the areas set aside for their location) and any other property as may be purchased or provided for the common use and benefit of the Declarant, the Owners, and any member in the Association, including without limitation such Common Property as may be shown on the recorded plat(s) of the Property. Except by the Declarant, the Common Property shall not be used for public commercial purposes, but may be used for enjoyment of the Association's members for fund-raising activities to support the purposes of the Association.

"Committee" shall mean the Architectural Review Committee established by the Declarant for the purpose of administering control over architectural, landscaping, and related matters, as provided in Article V of this Declaration.

## ARTICLE II

### RIGHTS AND DUTIES OF THE ASSOCIATION AND PROPERTY OWNER ASSESSMENTS

Section 1. Owner's Easements of Enjoyment. The Declarant and, to the extent provided by this Declaration, every Owner shall have a non-exclusive right and easement of ingress, egress, and regress over the Common Property/Common Open Space unless otherwise stated, and over the roads within the Property, to be used in common with others, for the purpose of providing access to lot(s) owned or dwelling unit(s) owned by the owner for himself, his family, agents, licensees and invitees, and for his and their non-exclusive use and enjoyment of the Common Property/Common Open Space, subject however to the limitations on such use and enjoyment of the Common Property/Common Open Space as provided for in this Declaration. Every Owner, and the members of such Owner's family who reside with such Owner or are overnight guests of such Owner, shall have the right to use the recreational areas within the Common Property/Common Open Space, subject however to such Owner paying when due the dues and assessments of the Association and abiding by all rules and regulations of the Association, including without limitation those governing the use of the recreational areas, Common Property, and Common Open Space. Non-Owners shall only be entitled to use the recreational areas upon such terms and conditions as the Association may select. The Association may as provided by the North Carolina Planned Community Act impose fines and suspend voting rights and privileges of any member for any period during which any assessment remains unpaid, or as a result of any infraction or violation of the Declaration or any Association Rules and Regulations and Guidelines.

### Section 2. Annual Assessments.

(a) The Association shall have the duty to repair, replace, and maintain all, common open space, recreational areas, and improvements located thereon, and all streets, roads, road rights-of way, and other Common Property. The Association shall have the right, from time to time, to establish a reasonable assessment, which assessment shall be paid by each Owner in such periodic

installments as the Association may determine, to be used to pay: (1) the operating and administrative expenses of the Association; (2) the costs of maintenance, upkeep, replacement and repair of all recreational areas, and improvements located thereon, and all streets, roads, road rights-of way, common open space, and other Common Property; and (3) other expenses necessary or useful to maintain and operate the Association and the recreational facilities (including, without limitation, procuring, maintaining and paying the costs of insurance related to the Common Property/Common Open Space, and of surety and other bonds related to the management of the Common Property and the Association. It is understood (by way of example and without limitation) that the assessment funds shall be used for such matters concerning Common Property such as the following: maintenance, repair and replacement of improvements within the recreational areas, the seeding and re-seeding of road rights-of-way and Common Areas, erosion control, repairing of road shoulders, surfacing, patching and resurfacing of parking lot and road pavement, placement of gravel, and planting and maintenance of shrubs, trees and seasonal flowers.

(b) The annual assessments may also be used by the Association for the purpose of adding to the recreational facilities.

(c) The annual assessment payable by each Owner shall be \$1,495.00 per lot per calendar year. The annual assessment shall be due and payable on January 31 of each year. Homeowner dues will be prorated at closing. Annual assessments are applicable on each individual lot regardless of whether two or three lots are combined by an owner to form one.

(d) The annual assessment may be increased or decreased by the board of directors of the Association without a vote of the membership to an amount not more than twenty percent (20%) in excess of the annual assessment for the previous year. A majority vote of each class of voting members of the Association must approve an increase or decrease in the yearly assessment if the increase or decrease exceeds the assessment for the previous year by more than twenty percent (20%).

(e) Annually the board of directors of the Association shall have determined and shall have given written notice to each Owner of the annual assessment affixed against each owner for the immediately succeeding calendar year.

Section 3. Special Assessments. In addition to the assessments specified hereinabove, the Association may levy special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay the reasonable maintenance and capital expenses and operating costs of the Association as described in Section 2 hereof, provided that any such special assessments shall have the assent of a majority of each class of the voting members of the Association at a duly called meeting.

Section 4. Removal of Obstructions, Signs, and Unsightly Growth, Debris and Materials.

- (a) The Association may remove any obstructions of any nature located within road rights-of-way or other Common Property, Common Open Space (including but not limited to signs, trees, shrubs and mailboxes) which, in the opinion of the Association, either might produce a hazard, be unsightly or might interfere with the ability or willingness of the State of North Carolina (or agency or department thereof) to take over the responsibility for maintenance of the roads.
- (b) The Association shall have the right, in its sole discretion, to charge back the actual cost to it of removing obstructions against the Owner who directly, or through his agents, contractors or invitees caused or permitted the obstruction to be placed in the road right-of-way or other Common Property and Common Open Space Areas, and such Owner shall indemnify and save the Association harmless from all liability, claims, damages and expense imposed upon the Association, at law or in equity, caused by or resulting from the placement of the obstruction in the road rights-of-way or other Common Property and Common Open Space Areas. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the said lot or dwelling unit.
- (c) If the Association, in its sole discretion, determines that any lot has become unsightly due to grass or weeds that have not been mowed, or due to debris of any nature having accumulated on the lot, or that there is an unapproved installation of any sign, then the Association, its agents or assigns shall have the right from time to time to enter the said lot without any liability for damage, for wrongful entry, trespass or otherwise to any person for the purpose of mowing the grass, removing the unapproved sign or removing the debris. At least ten (10) days prior to entering a lot for said purpose, the Association shall advise the Owner by letter, sent to his last known address, of the action to be taken if the Owner does not remedy the problem within the said ten (10) day period. The Association shall take reasonable steps to avoid damage to any trees planted on such lot, to the extent that the Association has been put on written notice in advance by the Owner of the approximate location on a chart or map of such lot showing the location of planted trees to be avoided.
- (d) The Association shall have the right, in its sole discretion, to charge back the actual cost of mowing the grass or removing the debris against the Owner. In the event the Owner responsible for such charge or liability as aforesaid fails and

refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his lot and may enforce collection of the charge or liability thereon, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such charge or liability shall become a charge against the said lot or dwelling unit.

#### Section 5. Duty to Make Repairs.

(a) Until accepted for maintenance by governmental authority, the obligation for the repairs, maintenance and improvements of the roads as shown on the aforesaid plat(s) or any other Common Property shall be the responsibility of the Association with the Owner of each lot except as provided herein, being responsible for payment of the assessments levied by the Association, which assessments shall be the personal obligation of the Owner of each lot. Notwithstanding anything herein to the contrary, nothing herein shall require the Association or the Declarant to cause the roads to be accepted for maintenance by the North Carolina Department of Transportation.

(b) The decision to expend Association funds to repair and maintain the roads, road rights of way, and Common Property and Common Open Space shall be made by a majority of the board of directors of the Association. By such vote, the board may delegate such authority to any committee of the board. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

(c) Notwithstanding the foregoing, each Owner of a lot shall be solely responsible for any repairs to a road right-of-way, Common Property, and Common Open Space Areas caused by the negligent act or acts of said Owner, his or her invitees, agents, licensees, or guests. For these purposes, it shall be a negligent act for any building material to be unloaded on any road or road right-of-way.

Section 6. Easement for Utilities and Maintenance. The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and reasonable easement and right of ingress and egress, over, upon, across and under the Setback areas, buffers and other easement areas on each Lot as shown on the recorded map of the Subdivision and/or as set forth herein and over, upon, across and under the Common Open Space for maintenance and/or the erection, maintenance, installation and use of electrical and telephone wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities, including an easement for privately owned television and other communications cable and equipment, and for maintenance of pond and the installation and maintenance of pumps, fountains or other equipment related to said maintenance. Declarant may further cut drainways for surface water when such action may appear to the Declarant to be necessary in order to maintain reasonable standards of

health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of soil, or to take any other similar action reasonable necessary to provide economical and safe utility or other installations and to maintain reasonable standards of health, safety and appearance. Declarant further reserves the right to locate wells, fountains, pumping stations and tanks on Common Open Space, or to locate same upon any Lot with permission of the Owners of the Lots immediately adjacent to such Lot. It shall not be necessary to obtain the consent of Owners of Lots adjoining any existing utilities or pump stations. Such rights may be exercised by the licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility service. No structures or other items, including walls, fences, paving or planting shall be erected upon any part of the Subdivision which will interfere with the rights of ingress and egress provided for in this paragraph. Specifically, no owner shall erect any structure, including without limitation walls, fences or paving or within any areas designated on the Plat of the Subdivision as a "Utility Easement," "Drainage Easement," "Storm Drainage Easement", "Sanitary Sewer Easement", or "General Purpose Utility Easement," nor shall any Owner change the grade of any such easement area, provided however, that driveways may cross utility and drainage easements at the front of the Lots subject to prior approval of Declarant and that any planting in easement areas shall not interfere with the applicable easement and shall be limited to grassing and small shrubbery. Each Owner shall keep drainage ditches and swales located on such Owner's Lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon such Lot as may be reasonably required for proper drainage. Declarant may, at its sole option, convey any such drainage easements to an appropriate governmental entity. The easements referred to in this paragraph are, without limitation, those shown upon the recorded plat(s) of the Subdivision; as set out in easements of record; upon the plans of the Subdivision; or which are located on, over or under the ground.

In addition to the foregoing rights reserved to Declarant, and not in limitation thereof, Declarant further reserves unto itself, its successors and assigns, a perpetual, alienable commercial easement and right of ingress and egress over, upon, across and under all Common Open Space and all streets and roads within the Subdivision for the purpose of providing drainage and utility installation, construction, reconstruction, and maintenance to adjacent property now or hereafter owned by Declarant and for the installation and maintenance of any pipes, drainways or other installations necessary for the foregoing and further for the installation, maintenance, repair, replacement and operation of water lines, sewer lines and other utilities which serve or shall serve property presently owned by Declarant. Declarant, its agents, contractors, servants, employees and assignees may enter upon the easement areas for the purpose of installing additional utilities and drainage facilities. Declarant, its agents, contractors, servants, employees and assignees may enter upon any of the easement areas so designated on the recorded plat(s) of the Subdivision for the purpose of maintaining, repairing, cutting grass, removing debris, replacing and operating any of the drainage facilities, pumps; fountains, pipes, ditches and drainage areas located thereon. The Owners of Lots on which such easements are located shall not interfere in any manner with such easements or any of the facilities located therein or the access thereto. No Owners shall erect any structure or fence within

such easement areas without prior written consent of Declarant. Declarant, its agents, employees and assignees shall have no liability for damage which may occur to any structures, plants, trees or other items which may be located in such utility and drainage easements, and Declarant shall have no obligation to replace any such structures or plantings which may be removed or damaged due to maintenance, repair or other work performed in such easement areas. Declarant further specifically reserves itself, its successors and assigns, perpetual, alienable, commercial easements over and under all Lots along an area 10 feet in width inside each side boundary line of each Lot, 10 feet in width along the front of each Lot, and 15 feet in width along the rear of each Lot for the purpose of installation, construction, maintenance, repair, replacement use and operation of utilities and utility systems of all kinds (including but not limited to water, sewer, electric and natural gas), drainage (including but not limited to storm water and surface drainage) and access. These easements shall be in addition to, and not in limitation of, any and all other easements reserved unto the Declarant herein. Declarant further reserves an easement of ingress and egress over and across all streets and roads of the Subdivision which such easements are and shall be for the purpose of ingress and egress to any property now owned or hereafter acquired by Declarant, its successors and assigns, whether or not such property is made a part of the Subdivision and whether or not such property adjoins the Subdivision.

Section 7. Maintenance Easement. Subject to the other terms of this Declaration, there is hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement to enter upon any unimproved portions of any Lot for the purpose of landscaping, mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing rubbish and trash, so as to maintain reasonable standards of health, fire safety and appearance within the Subdivision; provided that such easements shall not impose any duty or obligation upon the Declarant or the Association to perform any such actions. Furthermore, there is hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns, an alienable, transferable and perpetual right and easement, but not the obligation, to maintain and/or repair the outer portions of any building, if the Owner shall fail to maintain such building in keeping with the standards of the Subdivision. The cost of such maintenance and/or repair shall constitute a special Assessment against the Lot on which the building is located and the Owner of said Lot as provided in Article VII, Section 3 herein.

Section 8. Road Construction Easement. Declarant reserves a temporary construction easement of fifty feet (50') in width along both sides and running parallel to the right of way of streets and roads, which easements shall expire eighteen (18) months after the particular road construction is completed.

Section 9. Late Charges and Interest on Unpaid Assessments. Any assessment not paid within thirty (30) days after the due date shall be subject to such late charges and shall bear interest at a rate per annum as shall be determined by the board of directors of the Association, which interest rate shall not exceed the highest rate of interest allowed



by law. The initial late charge imposed for late payment of any assessment is \$20.00 and shall be charged as to any assessment that is not paid within thirty (30) days of its due date. The initial interest rate for late payment is 18% per year (1.5% per month) which shall commence to accrue on any assessment or other account balance that is not paid within thirty (30) days of the date due. The initial date upon which liens may be filed for failure to make payment of assessments and other charges is thirty (30) days after the due date. The board of directors may change the initial late charge, interest rate, due dates and lien assessment date by majority vote of the directors.

#### Section 10. Lien for Unpaid Assessments.

(a) In the event the Owner of any lot fails and refuses, after demand by the Association, to pay any annual or special assessment, then the Association shall have a lien against said lot and may enforce collection of said assessment in law or in equity. The Association may enforce assessment obligations as permitted by law, including, without limitation, by filing and foreclosing a claim of lien in accordance with the procedures set forth in N.C.G.S. §47F-3-11.6, and/or by bringing an action at law against the Owner personally obligated to pay the assessment and/or foreclosure of the lien against his Lot to collect said assessment. Interest, late charges and reasonable attorney fees and costs of such action or foreclosure shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Lot, expressly grants to and vests in the Association or its agents the right and power to bring such action or foreclosure. Foreclosure may be accomplished in an action brought in the name of the Association in the manner that a foreclosure of a mortgage or deed of trust would be brought under Chapter 45 of the North Carolina General Statutes, or as otherwise expressly provided by law, and each Owner grants to the Association a power of sale in connection with any such charge or lien. The Association, acting on behalf of the Owners, shall have the power to bid on any Lot and to acquire and hold, lease, mortgage and convey the same. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF THE COMMON AREA OR ABANDONMENT OF HIS LOT.

(b) To secure the payment of the annual and special assessments as are levied by the Association, together with the cost of collection including reasonable attorney fees, all such charges shall be a continuing lien upon the lot against which the assessments are made. Such charges shall also be the personal obligation of the person(s) who were the Owner or Owners of such lot at the time the assessment came due. Their personal obligation shall remain a lien upon the lot upon transfer of title but shall not become the personal obligation of the purchasers thereof unless expressly assumed by them.

#### Section 11. Administrative Proceedings.

(a) Association Administrative Proceedings Including Hearings

Regarding Fines and Suspension of Services under N.C.G.S. §47F-3-102(11) or (12) and N.C.G.S. §47F-3-107.1. The Association may conduct any administrative proceedings permitted or provided for under the Declaration, the Act or as otherwise provided by law, including without limitation, the right of the Association, after notice and an opportunity to be heard, to (1) impose reasonable fines for violations of the Declarations, Bylaws, rules and regulations of the Association, or (2) to suspend privileges or services provided by the Association (except rights of access to lots) for reasonable periods for violations of the Declaration, Bylaws, and rules and regulations of the Association or during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of thirty (30) days or longer. Prior to pursuing the imposition of a fine or the suspension of privileges or services as allowed by the Act and as provided herein, the offending Owner will be notified and given ten (10) days in which to cure his violation or nonpayment. In the event the violation or nonpayment is not cured within this ten (10) day period, a hearing shall be held before an adjudicatory panel appointed by the Board to determine if the offending Owner should be fined or if privileges or services should be suspended. If the Board fails to appoint an adjudicatory panel to hear such matters, hearings shall be held before the Board. The offending Owner charged shall be given notice of the charge, an opportunity to be heard and to present evidence and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred fifty dollars (\$150.00) may be imposed for the violation and without further hearing, for each day after the decision that the violation occurs; provided, however, that fines imposed shall be subject to the following minimums:

(i) The fine for the first violation or the first day of any continuing or repetitive violation shall not be less than \$25.00.

(ii) The fine for the second violation or the second day of any continuing or repetitive violation shall not be less than \$50.00.

(iii) The fine for the third violation or the third day and subsequent days of any continuing or repetitive violation shall not be less than \$100.00. Fines imposed shall be assessments secured by liens under N.C.G.S. §47F-3-116. If it is decided that a suspension of privileges or services should be imposed, the suspension may be continued without further hearing until the delinquency is paid if imposed pursuant to §47F-3-102(11) or until one violation is cured or sixty (60) days, whichever is longer, if imposed pursuant to §47F-3-102(12).

(b) Association Collections. The association may institute actions or proceedings permitted by law or the Act to collect any sums due and owing to it.

(c) Abatement Violations. In the event of any violation of the Declarations, Bylaws, Architectural Guidelines or Rules and Regulations of the Association, the Association, or its designated agents, may upon reasonable notice to the Owner (or without notice if the violation creates an immediate threat to the health, safety,

or welfare of any resident of the Property) enter upon the Lot where such violation exists, and abate or remove the same at the expense of the Owner; provided, however, that the Association shall then, at the expense of the Owner, make the necessary repairs or construction to ensure that the property and improvements where such violation occurred are restored to the same condition in which they existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. Any amounts expended by the Association in so removing or abating any such violation and in restoring or repairing said property shall immediately be deemed a Special Individual Assessment levied by the Association against such violating Owner and such Owners Lot, shall become a personal obligation of such Owner and shall become a lien upon such Lot. Notwithstanding the foregoing, the Association shall not have the right to exercise the foregoing powers without an order from an arbitrator or a court of competent jurisdiction if the abatement sought by the Association involves the alteration or demolition of any improvements within the property.

### ARTICLE III

#### MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS

Section 1. Membership. Every Owner of a lot which is subject to this Declaration shall be a member of the Association. Membership is appurtenant to each lot and may not be assigned. If and when Declarant develops additional Sections in the Subdivision, the Owners of those lots shall be members of the Association. The Declarant shall also be a member so long as it owns property within this expandable Subdivision.

Section 2. Class Membership Voting The Association shall have two (2) classes of membership:

##### Class A.

Class A members shall be all lot Owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one (1) person owns an interest in a lot, all such persons shall be members; but the vote for such lot shall be exercised as they, among themselves, shall determine in writing, which writing shall be filed with the Secretary of the meeting prior to voting, but in no event shall more than one vote be cast with respect to any lot.

##### Class B.

(a) Class B members shall be entitled to vote ten (10) votes for each lot owned. Class B membership shall consist of the Declarant, or its successors or assigns, until the happening of one of the following events, whichever occurs earlier:

1. The earlier of four months after ninety percent (90%) of all the lots in the Subdivision are sold, as well as all adjacent undeveloped acreage sold and conveyed by the Declarant to unrelated third parties; or

2. Ten (10) years from date of recordation of this Declaration; or

3. At such time as Declarant voluntarily relinquishes majority control of the Association by a duly recorded instrument.

(b) Upon the happening of the earlier of one of the three above-described events, Class B membership shall cease and terminate and shall be converted to Class A membership.

Section 3. Board of Directors. There shall be three (3) members of the board of directors of the Association who shall serve until such time as their successors are duly elected and agree to serve. The directors shall have annual meetings, and other such meetings as may be called at the request of the president of the Association or by any two (2) directors. So long as the Declarant, or its successors and assigns, is the Class B member, it shall select the board.

Section 4. Suspension of Voting Rights. The Association shall have the right to:

(a) Suspend the voting rights (if any) of an Owner for any period during which assessment on his lot remains unpaid and enforce collection of the same; and

(b) Suspend the voting rights (if any) of each Owner who is a contract buyer for any period of time during which payments to the Declarant pursuant to terms of said contract are delinquent, during which period of time the Declarant shall succeed to the voting rights of said contract buyer.

Section 5. Additional Sections. The Declarant reserves the right (but is not obligated) to develop or to allow to be developed one or more additional Sections of DEVONRIDGE SUBDIVISION and incorporate the same within the provisions of this Declaration.

## ARTICLE IV

### CONVEYANCE OF COMMON PROPERTY

Within ten (10) years from the date of recording of this Declaration, Declarant will convey by deed its right, title, and interest in and over the road rights-of-way and any other Common Property within the Subdivision to the Association.

## ARTICLE V

### ARCHITECTURAL CONTROL

(a) In order to control design and location of the houses and other improvements to be constructed, erected, placed, or installed (hereinafter "improvements") upon the lots in the Subdivision, the Declarant hereby creates an Architectural Review Committee (hereinafter "Committee") for the purpose of reviewing, approving, suggesting changes to, and rejecting plans and specifications for such improvements (regardless of when such improvements are made), and the landscaping of each lot. This Committee is also created for the purpose of reviewing, approving, suggesting changes to, and rejecting swimming pools, flag poles, outdoor play equipment, swing sets, trampolines, basketball goals and similar outdoor play structures, out-buildings, driveways, enclosures for satellite dishes, and if Declarant so desires, mailbox design. This Committee will be responsible for the control of size, color, materials, and content of rental and sales signs in this Subdivision, and for the approval or disapproval of boats, boat trailers, travel or other types of trailers, motor homes, tractor trailer trucks, or any other such vehicle, that are kept or maintained or located upon any lot unless located within enclosed garages. The Committee will also be responsible for the control of temporary construction shelters or vehicles in this Subdivision.

(b) The Committee shall have exclusive jurisdiction over all construction, modifications, additions or alterations on any portion of the properties. The Committee shall consist of at least three persons designated or appointed from time to time by the Declarant, its successors or assigns. As long as Declarant owns Lots which are subject to this Declaration or retains the right to add additional phases, the Declarant retains the right to appoint all members of the Committee. The members of the Committee do not have to be Owners. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the Committee.

(c) Except within the building site (unless within 20' of the main dwelling), no trees of any kind in excess of 6 inches in diameter measured four and one half feet from its base may be removed from any lot without prior written approval of the Committee. No building, fence, wall, outbuilding, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained, or altered on any lot or combination of contiguous lots until the complete construction plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents.

(d) The Plans include the complete construction plans, the plot plan (showing proposed location and elevation of such building, fences, walks, drives, parking area, etc.), proposed building plans and specifications, exterior color, finish, and materials. The areas over which the approval shall be required shall include but shall not be limited to the size and plan of the principal residential structure and all accessory buildings,

structures and improvements on the lot, the location of any well, the size and plan of the garage or carport, location and manner of construction of each driveway, swimming pool, utility building, patio, tennis court, and other improvements for athletic, recreational, or gymnastic purposes, and all other exterior improvements, the composition and color of raw and finished materials used on the exterior of all structures, and the location and type of any landscaping, shrubbery, and other plantings. A \$600.00 architectural review fee must accompany three sets of plans when they are submitted for review. Before any construction, clearing or grading whatsoever begins or when house plans are submitted, a \$2500 refundable road bond is required. These fees may be adjusted from time to time by the Committee, as the Committee in its sole discretion shall determine. This bond is intended to insure the Homeowners Association from unnecessary road repairs caused by careless contractors.

(e) The Committee or its designated agents shall have thirty (30) days after physical receipt of the Plans to accept or reject the same in whole or in part. If no response by the Committee has been made in writing within said thirty (30) days, the plans shall be deemed to be approved as submitted. After the Plans are approved and after the Committee gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with the approved Plans, together with the requirements of the Declaration and, in this regard, each Owner shall provide the Committee with the foundation survey as soon as it is made. The Committee shall have the right to waive setback violations when the remedial costs of correcting such violation, in the Committee's opinion, would impose undue hardship upon the violator. The Committee will publish Site Design and Architectural Guidelines, an approved plant list, an Application for Architectural Review and has the right to publish any other rules, regulations, guidelines and requirements as the committee in its sole discretion deems necessary. These guidelines and requirements may be revised and amended at any time by the Committee, in its sole discretion, as needed to serve the needs of an evolving community.

(f) The actual construction shall be the responsibility of the Owner of the lot and his builder. Any permission granted for construction under this covenant and any designation of approved licensed contractors shall not constitute or be construed as an approval, warranty or guaranty, expressed or implied, by the Declarant or the Committee or its designated agent of the structural stability, design or quality of any building or other improvement or of the contractor who constructs such buildings or other improvements.

## ARTICLE VI

### GENERAL USE RESTRICTIONS

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property, that the Property shown on the recorded plat(s) herein referred to, and all Property presently owned as part of DEVONRIDGE SUBDIVISION, which plat(s) are to be recorded, and all Property which may be acquired in the future to be made a part of DEVONRIDGE SUBDIVISION, is

made subject to the Declaration of Restrictive Covenants of DEVONRIDGE SUBDIVISION as may be amended or modified (hereinafter referred to as "Restrictions") which Restrictions shall be recorded separately and shall refer to this Declaration and incorporate it by reference.

## ARTICLE VII

### CAPTIONS, ENFORCEMENT AND INVALIDATION

Section 1. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine.

Section 2. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

Section 3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including reasonable attorneys' fees.

Section 4. Invalidation of any one or more of these covenants by judgment or court shall not adversely affect the balance of this Declaration, which shall remain in full force and effect.

Section 5. The Declarant reserves the right to amend this Declaration from time to time without joinder of any of the Owners for the following purposes:

- (a) To clarify the meaning of or to correct clerical errors in the Declarations.
- (b) To correct grammar, spelling, capitalization and other matters of syntax.

All other amendments to this Declaration shall require an affirmative vote of at least sixty-seven percent (67%) of the lot Owners and the vote of the Declarant, its successors, and assigns.

## ARTICLE VIII

### THESE RESTRICTIONS RUN WITH THE LAND

This Declaration of Covenants, Conditions and Restrictions of DEVONRIDGE SUBDIVISION and DEVONRIDGE HOMEOWNERS ASSOCIATION, INC. are to run

with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by sixty-seven percent (67%) of the then Owners of the lots and the Declarant has been recorded agreeing to change said Declaration in whole or in part. IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants, Conditions and Restrictions of DEVONRIDGE SUBDIVISION and DEVONRIDGE HOMEOWNERS ASSOCIATION, INC. to be duly executed this 25<sup>th</sup> day of June, 2007.

PETTUS PROPERTIES, INC.

By: Jerry H. Pettus

STATE OF ~~NORTH~~ <sup>South</sup> CAROLINA  
COUNTY OF York

This 25<sup>th</sup> day of June, 2007, personally came before me Jerry H. Pettus who, being by me duly sworn, says that he is a president of PETTUS PROPERTIES, INC. and that said writing was signed and sealed by him, in his capacity as president by its authority duly given.

Notary Public Joeth A. Parnelle  
Commission expires: \_\_\_\_\_

My commission expires September 15, 2016



**AMENDMENT TO BYLAWS  
DEVONRIDGE HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT TO BYLAWS DEVONRIDGE HOMEOWNERS ASSOCIATION, INC., ("Amendment") is made on October 24, 2012, by vote of the Members of the **DEVONRIDGE HOMEOWNERS ASSOCIATION, INC.** ("Association"); with **MERITAGE HOMES OF NORTH CAROLINA, INC.**, an Arizona corporation ("Declarant") approving this Amendment, to the extent applicable, if at all.

**WITNESSETH:**

WHEREAS, Declarant owns more than ninety percent (90%) of the Lots within the Devonridge Subdivision, and at a duly noticed and held meeting of the Members of the Association, greater than 90% of the votes in the Association, and votes attributable to greater than 90% of the Lots in the Devonridge Subdivision, were cast in favor of amending the Bylaws of the Association (said initial Bylaws being attached hereto as Exhibit A); and

WHEREAS, by execution and recordation of this Amendment, Declarant, along with the President and the Secretary of the Association (executing this Amendment on behalf of the Association) and in their official capacities as to the same and as authorized by the Board of Directors of the Association, together, as applicable, affect this Amendment and acknowledge that the above-referenced meeting and vote were duly noticed and held and that the vote was as indicated above.

NOW, THEREFORE, the Bylaws are hereby amended, supplemented and/or simply clarified, all as the case may be and all as follows:

1. Incorporation of Recitals; Defined Terms. The above Recitals are hereby incorporated herein by this reference. Capitalized terms used but not defined herein (including in the Recitals) shall have the meaning(s) attributed to the same in the Bylaws, or if not therein defined, then as defined in the Declaration of Covenants, Conditions and Restrictions of Devonridge Subdivision, recorded in Book 4600, Page 375, Union County Registry, and under that Declaration of Restrictive Covenants of Devonridge Subdivision, recorded in Book 4600, Page 364, Union County Registry (all together and as the same may be amended and supplemented from time to time, the "CC&Rs").

2. Office. Notwithstanding any terms and provisions in the Bylaws, the principal office and the registered office of the Association shall be located at 7761 Ballantyne Commons Parkway, Suite 103, Charlotte, NC 28277.

3. Declarant Appointment of Directors; Board Appointment of Officers. Notwithstanding any terms or provisions in the Bylaws, and in clarification of the same and consistent with the terms of Article III, Section 3 of the Declaration of Covenants, Conditions and Restrictions of Devonridge Subdivision, recorded at Book 4600, Page 375 of the Register of Deeds of Union County, Until such time as it ceases to be the Class B

Member, Declarant (and any successors and assigns as Declarant) shall unilaterally appoint, remove and replace the Board of Directors in its sole and absolute discretion and at such times and from time to time as it so desires (all without need for any other consent or any meeting of the Members). Not later than 60 days after termination of the Class B status, the Board of Directors shall call a meeting, at which meeting, the Members shall elect the initial Member-elected Board of Directors, in such manner as is provided for in Article IV, Section 4 of the Bylaws. No Member (other than Declarant) shall have the right to elect, remove or replace any member of the Board of Directors until termination of Declarant's Class B Membership. Furthermore, the Board of Directors shall at any time and from time to time and without need for a meeting if acting unilaterally, appoint, remove and/or replace officers of the Association.

4. Current Board of Directors and Officers. Notwithstanding any terms or provisions of the Bylaws, the Board of Directors of the Association is as follows:

**Rick Roberson, also President**  
7761 Ballantyne Commons Parkway  
Suite 103  
Charlotte, NC 28277

**Andrew Rouser, also Vice President**  
7761 Ballantyne Commons Parkway  
Suite 103  
Charlotte, NC 28277

**Steve Liebenritt, also Secretary and Treasurer**  
7761 Ballantyne Commons Parkway  
Suite 103  
Charlotte, NC 28277

5. Budget and Assessments. Within 30 days after adoption of any proposed budget for the planned community, the Board of Directors shall provide to all the Members a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board of Directors shall set a date for a meeting of the Members to consider ratification of the budget, such meeting to be held not less than 10 nor more than 60 days after mailing of the summary and notice. 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 Members in the Association or any larger vote specified in the Declaration rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the lot owners shall be continued until such time as the lot owners ratify a subsequent budget proposed by the executive board.

With the exception of the meeting to ratify the initial budget of the Association in 2012 (as described below), and subject to change in the sole discretion of the Board of Directors by action of the same, the meeting to ratify the budget shall typically be held in January of the year in which the budget will apply (likely but not necessarily at the Annual Meeting of the Association), with annual assessments being due and payable in two installments thereafter during the year (one at the end of January and one at the end of July). Notwithstanding the foregoing, the meeting to ratify the budget for the year 2012 shall be

held at any time during that year 2012 upon proper notice of the same, with the annual assessment for 2012 being based upon the baseline assessment amount set forth in the Declaration, albeit prorated only for those months of 2012 following the budget ratification.

6. Annual Meeting. Notwithstanding any terms or provisions in the Bylaws, the following shall apply: i) the Annual Meeting shall be held once each year at a location to be determined by the Board of Directors in North Carolina; ii) the Annual Meeting (or any other meeting) need not be held in a certain month and need not be held in the same location year to year or meeting to meeting; iii) the Board of Directors shall set the location for the Annual Meeting and any other meeting, all meetings to be held in the state of North Carolina, in Union County or in Mecklenburg County.

7. HOA Purpose. The following is added as an additional sentence at the end of Article I, Section 3 to be consistent with the Articles of Incorporation of the Association relative to the scope of powers of the Association: "Without limiting the foregoing, the Association is furthermore formed to exercise all powers provided for in Chapters 47F and 55A of the North Carolina General Statutes in furtherance of the powers called out in the Bylaws and in the CCRs."

8. Effect of Amendment. Except as expressly amended herein, the Bylaws shall remain in full force and effect. The Bylaws, as hereby amended and as otherwise amended from time to time, as the case may be, shall be kept in the corporate office and copies of the same shall be available to the Members at the office for a reasonable copying fee.

9. Headings; Partial Invalidity. Section headings in this Amendment are used exclusively for ease of reference and for organization, and shall have no substantive meaning or implied meaning for purposes of this Amendment. If any one or more of the provisions contained in this Amendment shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10. Choice of Laws and Venue. This Amendment shall be construed in accordance with the laws of the State of North Carolina, and venue for any action hereunder shall be Union County, North Carolina.

[Counterpart Signature Pages Being Binding and Such Signature Pages to Follow]

Date: October 24, 2012.

DECLARANT:

Meritage Homes of North Carolina, Inc.,  
an Arizona corporation

By: R Roberson

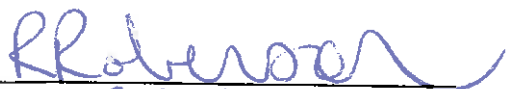
Name: Rick Roberson

Its: President

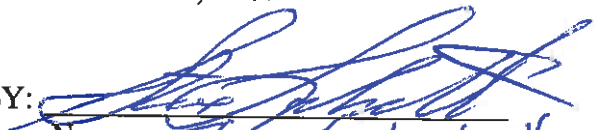
ASSOCIATION:

CERTIFICATION OF VOTE PROPERLY NOTICED AND TAKEN AS DESCRIBED  
HEREIN, AND TAKING ACTION TO AMEND BYLAWS, UPON DIRECTION OF  
BOARD OF DIRECTORS.

DEVONRIDGE HOMEOWNERS  
ASSOCIATION, INC.

BY:   
Name: Rick Roberson  
Title: President

DEVONRIDGE HOMEOWNERS  
ASSOCIATION, INC.

BY:   
Name: Steve Liebert  
Title: Secretary

BYLAWS  
OF  
DEVONRIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

Section 1. Name. The name of the Corporation is DEVONRIDGE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

Section 2. Location. The principal office of the Association shall be located at 2718 Springs Drive, Charlotte, Mecklenburg County, North Carolina 28226. The registered office of the Association may be, but need not be, identical with the principal office.

Section 3. Purpose. The purpose for which the Association is organized is to manage and maintain the Common Areas, the Entrance Monument, the Recreational Facilities, and the Roads in the Development, and administer and enforce all covenants and restrictions dealing with the Property located in Devonridge Subdivision, located in Union County, North Carolina and duly recorded, or to be recorded in the Office of the Register of Deeds of Union County, North Carolina, and any other purpose allowed by law.

ARTICLE II  
DEFINITIONS

All capitalized terms when used in these Bylaws, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for DEVONRIDGE SUBDIVISION and the Declaration of Restrictive Covenants for DEVONRIDGE SUBDIVISION duly recorded or to be recorded in the Office of the Register of Deeds for Union County, North Carolina, as the same may be supplemented and amended from time to time (hereinafter collectively the "Declaration").

ARTICLE III  
MEETINGS OF MEMBERS

Section 1. Annual Meetings. Each regular meeting of the Members shall be held in April or May of each year, at a time designated by the Board of Directors of the Association. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the President or by a majority of the Board of Directors, or upon written

request of the Members who are entitled to vote ten percent (10%) of all of the votes appurtenant to the Lots.

Section 3. Place of Meetings. All meetings of the Members shall be held at such place within Union County, North Carolina as shall be determined by the Board of Directors of the Association.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by hand delivery or by mailing a copy of such notice, postage prepaid, not less than ten (10) days nor more than sixty (60) days before the date of such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and agenda items, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove a Director or Officer.

Section 5 4. Classes of Lots and Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of Lots. There shall be two classes of Lots with respect to voting rights.

(a) Class A Lots. Class A members shall be all lot Owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one (1) person owns an interest in a lot, all such persons shall be members; but the vote for such lot shall be exercised as they, among themselves, shall determine in writing, which writing shall be filed with the Secretary of the meeting prior to voting, but in no event shall more than one vote be cast with respect to any lot.

(b) Class B Lots. Class B members shall be entitled to vote ten (10) votes for each lot owned. Class B membership shall consist of the Declarant, or its successors or assigns, until the happening of one of the following events, whichever occurs earlier:

1. The earlier of four (4) months after ninety percent (90%) of all the lots in the Subdivision are sold, as well as all adjacent undeveloped acreage sold and conveyed by the Declarant to unrelated third parties or;

2. Ten (10) years from date of recordation of the Declaration;  
or

3. At such time as Declarant voluntarily relinquishes majority control of the Association by a duly recorded instrument

Section 6. Relinquishment of Control. Upon the happening of the earlier of one of the three above-described events, Class B membership shall cease and terminate and shall be converted to Class A membership.

Section 7. Quorum. A Quorum shall be as set forth in the Declaration.

Section 8. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. All proxies shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 9. Action by Members. Except as provided otherwise in the Articles of Incorporation, the Declaration or these Bylaws, any act or decision approved by a vote of no less than a majority of all votes present at a duly held meeting of the Members at which a quorum is present shall be regarded as the act of the Members.

Section 10. Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing and such waiver shall be deemed equivalent the giving of such notice. Attendance by a Member at any meeting of the Members shall constitute a waiver of notice by him of the time and place thereof except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Members are present at a meeting of such Members, no notice shall be required and any business may be transacted at such meeting.

Section 11. Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book.

#### ARTICLE IV BOARD OF DIRECTORS

Section 1. The business and affairs of the Association shall be managed by a Board of Directors, who need not be Members of the Association, and the Board shall consist of three (3) Members.

Section 2. Initial Directors. The initial directors shall be selected by the Declarant. Such initial directors shall serve at the election of the Declarant from the date upon which the Declaration is recorded in the Union County Public Registry until such time as their successors are duly elected and qualified.



The names of the persons who shall serve on the initial Board of Directors from the date upon which the Declaration is recorded in the Union County Public Registry until such time as their successors are duly elected and qualified are as follows:

<u>Name</u>	<u>Address</u>
Jim Pettus	2718 Springs Drive Charlotte, NC 28226 704.543.9777
Bill Carey	3616 Yearling Court Matthews, NC 28105 704.847.7857
David Simonini	14040 South Tryon Street Charlotte, NC 28278 704.309.3904

Section 3. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the first meeting of the Members. After the first election of directors, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4. Election. Except as provided in Section 6 of this Article IV, Directors shall be elected at the annual meeting of the Members by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5. Term of Office. Each director shall hold office for the term for which he was elected, or until his death, resignation, retirement, removal, disqualification, or until his successor is elected and qualified. At the first annual meeting of the Members, the Members shall elect one (1) member of the Board of Directors for a term of three (3) years, who shall be the person receiving the largest

number of votes, one (1) Member of the Board of Directors for a term of two (2) years, who shall be the person receiving the second largest number of votes, and one (1) Member of the Board of Directors for a term of one (1) year, who shall be the person receiving the third largest number of votes. At all annual elections thereafter, a director shall be elected by the Members to succeed that director whose term then expires. Nothing herein contained shall be construed to prevent the election of a director to succeed himself.

Section 6. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

Section 7. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

## ARTICLE V MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Meetings of the Board of Directors shall be held on a regular basis as often as the Board sees fit, but no less often than annually, on such days and at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Informal Action by Directors. Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5. Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event

there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors and serve until a new President is elected.

Section 6. Liability of the Board. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Owner(s).

## ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas, the Entrance Monument, the Recreational Facilities, and the Roads in the Subdivision prior to acceptance by governmental authorities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice of hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration; delegating such powers as they so desire to other persons or as a Managing Agent.
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties;
- (f) employ attorneys to represent the Association when deemed necessary;
- (g) grant easements for the installation and maintenance of drainage facilities and sewer lines (as provided in the Declaration) upon, over, under and across the

Common Areas or the Roads without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Property;

(h) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient;

(j) do anything necessary or desirable, including, but not limited to, establishing any rules or regulations which the Association deems necessary to carry out the purposes of the Association as set forth herein or as permitted by law;

(k) to pay the premiums on all insurance carried by the Association in connection with the Common Area pursuant hereto or pursuant to the Bylaws;

(l) enforce the provisions of the Declaration and any amendments or supplements and any rules or regulations made hereunder or thereunder, and to enjoin and/or, at its discretion, seek damages or other relief for violation of such provisions or rules and/or to impose Special Individual Assessments or Special Septic System Assessments against any Owner or Septic Lot owner for violation of such provisions, rules or regulations pursuant to the provisions of the Declaration; and

(m) to levy assessments as more particularly set forth in the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members entitled to at least one-fourth (1/4) of the votes appurtenant to the Lots;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration:

(1) fix the amount of the Annual Assessment, Special Individual Assessment and Supplemental Annual Assessment as defined in the Declaration, against each Lot;

(2) send written notice of each assessment to every owner subject thereto before its due date; and

(3) foreclose the lien against any Property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid (a reasonable charge may be made by the Board of Directors for the issuance of these certificates; if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment);

(e) procure and maintain adequate liability insurance covering the Association and the directors and officers thereof and adequate hazard insurance on the property owned by the Association (if any) and to divide appropriate portions of such related costs between the applicable assessments described in the Declaration;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause Common Areas, the Entrance Monument, the Recreational Facilities, and the Roads, to be maintained, and if damaged, to repair or replace such Common Areas, Entrance Monument, and Recreational Facilities, and to repair or replace the Roads as they see fit (prior to acceptance for maintenance by a governmental authority), and to maintain areas within the rights-of-way of any Roads in the Subdivision if the Association, in its discretion, determines that maintenance beyond that provided by governmental authorities is necessary or desirable.

## ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may elect or from time to time by resolution create.

Section 2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. Each officer of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of, whom shall hold office or such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written

notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article VII.

Section 8. Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 9. Duties. The duties of the officers are as follows:

President

(a) The President shall be the principal executive officer of the Association, and, subject to the control of the Board, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the Members; shall keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

## Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## ARTICLE VIII COMMITTEES

The Board of Directors shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

## ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE X ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual Assessments, as defined in the Declaration, which are secured by a continuing lien upon the Property against which such assessments are made. Any assessments which are not paid when due shall be delinquent. If the Annual Assessment installments are not paid by the due date, as set forth in the Declaration, or if any other assessment is not paid by its due date, the assessment shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is less, plus such late charges as may be established by the Board of Directors, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and interest, late payment charges, costs and reasonable attorneys' fees related to any such action or foreclosure shall be added to the amount of such assessment, all in accordance with the provisions of the Declaration. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or the septic system or by abandoning his Lot.

## ARTICLE XI CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words DEVONRIDGE HOMEOWNERS ASSOCIATION, INC.

## ARTICLE XII AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of at least sixty-seven percent (67%) of all votes present at a duly held meeting of the Members at which a quorum is present in person or by proxy.

Notwithstanding anything in this Section 1 to the contrary, Declarant may, at its option, amend these Bylaws without obtaining the consent or approval of any other person or entity if such amendment is necessary to cause these Bylaws to comply with the requirements of the Federal Housing Administration, the Veterans Administration, Fannie Mae or similar agency.

Section 2. In the event of a conflict between the provisions of the Planned Community Act and the Articles of Incorporation and/or these Bylaws of the Association and the Declaration, the provision of the Planned Community Act, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

## ARTICLE XIII MISCELLANEOUS

The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

## ARTICLE XIV INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

The Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorneys' fees) or liabilities actually and reasonably incurred by him in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty.



The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of Members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification: (i) under any policy of insurance purchased and maintained on his behalf by the Association, or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article XIV, or elsewhere in these Bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable State or Federal law.



# NORTH CAROLINA

## Department of The Secretary of State

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To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

### ARTICLES OF INCORPORATION

OF

**DEVONRIDGE HOMEOWNERS ASSOCIATION, INC.**

the original of which was filed in this office on the 18th day of June, 2007.



IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my official seal at the  
City of Raleigh, this 18th day of June, 2007

*Elaine F. Marshall*

Secretary of State

Document Id: C20071690016

7

ARTICLES OF INCORPORATION  
DEVONRIDGE HOMEOWNERS ASSOCIATION, INC.

The undersigned natural person of the age of eighteen (18) years or more does hereby make and acknowledge these Articles of Incorporation for the purpose of forming a non-profit corporation under, and by virtue of, the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Non-Profit Corporation Act," and the several amendments thereto, and to that end does hereby set forth:

1. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions of DEVONRIDGE SUBDIVISION and the Declaration of Restrictive Covenants of DEVONRIDGE SUBDIVISION together with all supplements or amendments thereto (the "Declaration"), which Declaration is recorded or shall be recorded in the Office of the Register of Deeds for Union County, North Carolina.

2. The name of the Corporation is DEVONRIDGE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

3. The purposes for which the Association is organized are:

- (a) to manage, maintain, operate, care for and administer the Common Areas, including but not limited to, any Entrance Monument, Recreational Facilities, and to maintain the Roads in the Development prior to acceptance for maintenance by governmental authorities, as more particularly set forth in the Declaration;
- (b) to enforce the covenants, restrictions, easements, charges and liens as provided in the Declaration and to fix, levy, assess, collect, enforce and disburse the charges and assessments created under the Declaration, all in the manner set forth in and subject to the provisions of the Declaration;
- (c) to exercise all powers and privileges and perform all duties and obligations of the Association as set forth in the Declaration;
- (d) to do any and all other lawful things and acts that the Association from time to time, in its discretion, may deem to be for the benefit of the Development and the Owners and inhabitants thereof or advisable, proper or convenient for the promotion of the peace, health, comfort, safety and general welfare of the Owners and inhabitants thereof; and
- (e) to exercise all powers provided in Chapter 55A and 47F of the General Statutes of North Carolina in furtherance of the above-stated purposes.

5. The Association is not organized for pecuniary profit, nor shall it have any power to issue certificates of stock or pay dividends. No part of the net assets or earnings of the Association shall inure to the benefit of any private individual, firm or corporation.

6. The Association shall have members which may be divided into such classes as shall be provided in the Bylaws and/or Declaration.

All members shall be accepted, appointed, elected or designated in the manner provided in the Bylaws and/or Declaration.

7. The address of the initial registered office shall be 2718 Springs Drive, Charlotte, North Carolina 28226, Mecklenburg County, and the initial registered agent of the Association at such address is James Pettus.

8. The initial address of the principal office of the Association is 2718 Springs Drive, Charlotte, North Carolina 28226, Mecklenburg County.

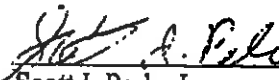
9. The business and conduct of the Association shall be regulated by a Board of Directors who shall be elected in the manner and for the terms provided in the Bylaws.

10. The incorporator of this Association is Scott I. Perle and his address is 301 South McDowell Street, Suite 320, Charlotte, North Carolina 28204, Mecklenburg County.

11. In the event of a dissolution and/or liquidation of the Association, all of the residual assets of the Association shall be distributed to such organizations that are exempt under §501(3) of the Internal Revenue Code of 1986 or corresponding sections of any prior or future Internal Revenue Code at the time of dissolution as shall, in the judgment of the directors, be most likely to fulfill the purposes of the Association.

12. To the extent permitted by law, no director shall be personally liable for monetary damages arising out of an action whether by or in the right of the Corporation or otherwise for breach of any duty as a Director. Further, to the extent permitted by law, the Corporation shall indemnify a director against personal liability.

IN TESTIMONY WHEREOF, the undersigned has set his hand and affixed his seal, this 11 day of June, 2007.

  
\_\_\_\_\_  
Scott I. Perle, Incorporator  
GRIFFIN, BRUNSON & PERLE, LLP  
301 S. McDowell St Ste 320  
Charlotte, NC 28204  
704.333.1175

ARTICLES OF INCORPORATION  
DEVONRIDGE HOMEOWNERS ASSOCIATION, INC.

The undersigned natural person of the age of eighteen (18) years or more does hereby make and acknowledge these Articles of Incorporation for the purpose of forming a non-profit corporation under, and by virtue of, the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Non-Profit Corporation Act," and the several amendments thereto, and to that end does hereby set forth:

1. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions of DEVONRIDGE SUBDIVISION and the Declaration of Restrictive Covenants of DEVONRIDGE SUBDIVISION together with all supplements or amendments thereto (the "Declaration"), which Declaration is recorded or shall be recorded in the Office of the Register of Deeds for Union County, North Carolina.
2. The name of the Corporation is DEVONRIDGE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").
3. The purposes for which the Association is organized are:
  - (a) to manage, maintain, operate, care for and administer the Common Areas, including but not limited to, any Entrance Monument, Recreational Facilities, and to maintain the Roads in the Development prior to acceptance for maintenance by governmental authorities, as more particularly set forth in the Declaration;
  - (b) to enforce the covenants, restrictions, easements, charges and liens as provided in the Declaration and to fix, levy, assess, collect, enforce and disburse the charges and assessments created under the Declaration, all in the manner set forth in and subject to the provisions of the Declaration;
  - (c) to exercise all powers and privileges and perform all duties and obligations of the Association as set forth in the Declaration;
  - (d) to do any and all other lawful things and acts that the Association from time to time, in its discretion, may deem to be for the benefit of the Development and the Owners and inhabitants thereof or advisable, proper or convenient for the promotion of the peace, health, comfort, safety and general welfare of the Owners and inhabitants thereof; and
  - (e) to exercise all powers provided in Chapter 55A and 47F of the General Statutes of North Carolina in furtherance of the above-stated purposes.

5. The Association is not organized for pecuniary profit, nor shall it have any power to issue certificates of stock or pay dividends. No part of the net assets or earnings of the Association shall inure to the benefit of any private individual, firm or corporation.

6. The Association shall have members which may be divided into such classes as shall be provided in the Bylaws and/or Declaration.

All members shall be accepted, appointed, elected or designated in the manner provided in the Bylaws and/or Declaration.

7. The address of the initial registered office shall be 2718 Springs Drive, Charlotte, North Carolina 28226, Mecklenburg County, and the initial registered agent of the Association at such address is James Pettus.

8. The initial address of the principal office of the Association is 2718 Springs Drive, Charlotte, North Carolina 28226, Mecklenburg County.

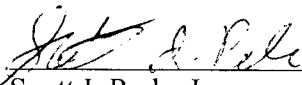
9. The business and conduct of the Association shall be regulated by a Board of Directors who shall be elected in the manner and for the terms provided in the Bylaws.

10. The incorporator of this Association is Scott I. Perle and his address is 301 South McDowell Street, Suite 320, Charlotte, North Carolina 28204, Mecklenburg County.

11. In the event of a dissolution and/or liquidation of the Association, all of the residual assets of the Association shall be distributed to such organizations that are exempt under §501(3) of the Internal Revenue Code of 1986 or corresponding sections of any prior or future Internal Revenue Code at the time of dissolution as shall, in the judgment of the directors, be most likely to fulfill the purposes of the Association.

12. To the extent permitted by law, no director shall be personally liable for monetary damages arising out of an action whether by or in the right of the Corporation or otherwise for breach of any duty as a Director. Further, to the extent permitted by law, the Corporation shall indemnify a director against personal liability.

IN TESTIMONY WHEREOF, the undersigned has set his hand and affixed his seal, this 11 day of June, 2007.

  
\_\_\_\_\_  
Scott I. Perle, Incorporator  
GRIFFIN, BRUNSON & PERLE, LLP  
301 S. McDowell St Ste 320  
Charlotte, NC 28204  
704.333.1175



# TOWN OF WEDDINGTON MEMORANDUM

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**DATE:** 11/10/14  
**TO:** MAYOR AND THE TOWN COUNCIL  
**CC:** AMY MCCOLLUM, TOWN CLERK  
**FROM:** JULIAN BURTON, ZONING ADMINISTRATOR/PLANNER  
**RE:** UPDATE FROM PLANNING/ZONING OFFICE

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- On October 27<sup>th</sup>, the Planning Board reviewed the following items:
  - Falls at Weddington Preliminary Plat
  - Weddington Preserve Preliminary Plat
  - Text amendments included in Consent Agenda and Public Hearings during 11/10/14 Town Council meeting
- The Planning Board will likely review the following items on November 24<sup>th</sup>, 2014:
  - Threshold Church Construction Documents
  - Vintage Creek Final Plat Map 1 and Monument Sign Application
  - All Saints Anglican Church Conditional Zoning application
  - Atherton Estates Monument Sign Application
- Additional updates:
  - Development of the West property (Laurel Grove Lane) is currently on hold until further notice.



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# TOWN OF WEDDINGTON

## MEMORANDUM

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DATE: 11/5/14

TO: MAYOR AND TOWN COUNCIL

FROM: AMY S. MCCOLLUM, TOWN ADMINISTRATOR

RE: **UPDATE**

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- Consultants for the Fire Study have advised that they should have a final report to the Town within the next two to three weeks so we should be able to have that on the agenda for December.
- Town Tree Lighting will be held on December 5, 2014 from 5 to 7 p.m. with the rain date being December 6, 2014. Local school and church groups will give special performances. Residents are asked to bring a new toy and/or non-perishable food item to be given to the Union County Christmas Bureau.
- Rob Dow and Jim Vivian's terms on the Planning Board will expire in December. They have asked to be reappointed. We also have approximately five applications on file as well.
- Gene Melchior and Kimberly Crooks' terms on the Public Safety Advisory Committee will expire in December. I have one application on file and have asked Mr. Melchior and Ms. Crooks to provide a new application if they are interested in being reappointed.
- Union Power Cooperative will conduct a second workshop to display and discuss the alternate route corridors that have been developed for the Weddington-Marvin 100 kV Line. Property owners of record in the siting study area are invited to the workshop. The workshop will be held at the Weddington United Methodist Church on November 13, 2014 from 4 to 7:30 p.m.
- Public Meeting #2 for updating the Union County Parks and Recreation Comprehensive Master Plan will be held at 6:30 p.m. on Tuesday, November 18 at Siler Presbyterian Church in Wesley Chapel.
- I am working on getting three quotes/proposals for a new Town Website and hope to have that on the Council's agenda for December.
- I am also trying to get three quotes for new Town Banners to be on the agenda as well for December so that they can be ready to be installed in January when the Christmas banners are taken down.

### **Upcoming Dates:**

November 10, 2014	-	Continued Providence VFD Budget Meeting at 5:00 p.m.
November 10, 2014	-	Regular Town Council Meeting at 7:00 p.m.
November 11, 2014	-	Closed for Veteran's Day
November 19, 2014	-	PIM (All Saints Anglican Church) - 5 to 7 p.m. at Town Hall
November 20, 2014	-	PIM (All Saints Anglican Church) - 9 to 11 a.m. On Site
November 24, 2014	-	Planning Board Meeting
November 27 & 28, 2014	-	Closed for Thanksgiving
December 5, 2014	-	Christmas Tree Lighting – 5:00 p.m. to 7:00 p.m.



## **PROVIDENCE VFD**

### **Union**

Fire: 19

EMS: 16

Public Service: 5

### **Mecklenburg:**

Fire: 8

EMS: 1

**Total: 49**

# Providence Volunteer Fire Department

## Income & Expense Budget Performance

### October 2014

	Oct 14	Budget	Over Budget	Jul - Oct 14	YTD Budget	Over Budget	Annual Budget
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
<b>110 - Subsidies</b>							
111 - Mecklenburg Cty	0.00	4,000.00	-4,000.00	12,366.99	16,000.00	-3,633.01	48,000.00
112 - Union County	2,378.75			8,880.00			
113 - Town of Weddington	49,233.75	52,551.09	-3,317.34	194,190.00	210,204.35	-16,014.35	630,613.00
<b>Total 110 - Subsidies</b>	<b>51,612.50</b>	<b>56,551.09</b>	<b>-4,938.59</b>	<b>215,436.99</b>	<b>226,204.35</b>	<b>-10,767.36</b>	<b>678,613.00</b>
118 - VFIS - Insurance Payment #323	0.00			19,712.60			
<b>120 - Dues &amp; Fees</b>							
121 - Union County Fire Fees	0.00	868.91	-868.91	0.00	3,475.65	-3,475.65	10,427.00
120 - Dues & Fees - Other	0.00			5.00			
<b>Total 120 - Dues &amp; Fees</b>	<b>0.00</b>	<b>868.91</b>	<b>-868.91</b>	<b>5.00</b>	<b>3,475.65</b>	<b>-3,470.65</b>	<b>10,427.00</b>
<b>130 - Vol Donations</b>							
134 - Other	75.00	416.66	-341.66	815.00	1,666.64	-851.64	5,000.00
130 - Vol Donations - Other	0.00			100.00			
<b>Total 130 - Vol Donations</b>	<b>75.00</b>	<b>416.66</b>	<b>-341.66</b>	<b>915.00</b>	<b>1,666.64</b>	<b>-751.64</b>	<b>5,000.00</b>
135 - Revenue from Closing 8/2014	0.00			70,838.62			
<b>140 - Other Income</b>							
142 - Fire Fighters' Relief Fund	0.00			3,854.59			
143 - Fuel Tax Refund	0.00	83.34	-83.34	291.91	333.35	-41.44	1,000.00
144 - Sales Tax Refund	0.00	333.34	-333.34	0.00	1,333.35	-1,333.35	4,000.00
145 - Interest	1.51	51.66	-50.15	4.75	206.65	-201.90	620.00
147 - Medic-EMS Reimbursement	4,151.10	1,041.66	3,109.44	4,151.10	4,166.65	-15.55	12,500.00
148 - Firemen Relief Interest	0.00			2.17			
155 - Christmas Fundraising Income	0.00	500.00	-500.00	0.00	2,000.00	-2,000.00	6,000.00
140 - Other Income - Other	288.01			288.01			
<b>Total 140 - Other Income</b>	<b>4,440.62</b>	<b>2,010.00</b>	<b>2,430.62</b>	<b>8,592.53</b>	<b>8,040.00</b>	<b>552.53</b>	<b>24,120.00</b>
150 - Uncategorized Income	0.00			5.00			
<b>Total Income</b>	<b>56,128.12</b>	<b>59,846.66</b>	<b>-3,718.54</b>	<b>315,505.74</b>	<b>239,386.64</b>	<b>76,119.10</b>	<b>718,160.00</b>
<b>Expense</b>							
<b>200 - Administration</b>							
202 - Legal Fees	0.00	416.66	-416.66	11,717.00	1,666.65	10,050.35	5,000.00
204 - Ladder Shed Upgrade Fees	0.00			192.95			
209 - Annual Dinner/Award	0.00	416.66	-416.66	0.00	1,666.65	-1,666.65	5,000.00
210 - Fire Chief Discretionary	809.78	166.66	643.12	899.64	666.65	232.99	2,000.00
211 - Bank Charges & Credit Card F	40.00	33.34	6.66	71.00	133.35	-62.35	400.00
212 - Prof Fees	450.00	708.34	-258.34	1,800.00	2,833.35	-1,033.35	8,500.00
213 - Computer Upgrades	2,434.00	500.00	1,934.00	2,434.00	2,000.00	434.00	6,000.00
214 - Off Supplies	249.99	166.66	83.33	735.47	666.65	68.82	2,000.00
215 - Printing/Newsletter	0.00	250.00	-250.00	0.00	1,000.00	-1,000.00	3,000.00
216 - Postage	61.10	125.00	-63.90	130.12	500.00	-369.88	1,500.00
217 - Dues, Subscriptions, & Intern	0.00	41.66	-41.66	239.40	166.65	72.75	500.00
218 - Fire Fighters' Association	0.00	83.34	-83.34	0.00	333.35	-333.35	1,000.00
219 - Miscellaneous	676.10	166.66	509.44	1,630.73	666.65	964.08	2,000.00
<b>Total 200 - Administration</b>	<b>4,720.97</b>	<b>3,074.98</b>	<b>1,645.99</b>	<b>19,850.31</b>	<b>12,299.95</b>	<b>7,550.36</b>	<b>36,900.00</b>
<b>220 - Insurance</b>							
222 - Accident & Sickness Policy	7,555.00			7,555.00			

# Providence Volunteer Fire Department

## Income & Expense Budget Performance

### October 2014

	Oct 14	Budget	Over Budget	Jul - Oct 14	YTD Budget	Over Budget	Annual Budget
<b>223 - Vol. Fire Fighters' Workers Co</b>	0.00	916.66	-916.66	0.00	3,666.65	-3,666.65	11,000.00
<b>224 - Commercial Package</b>	0.00	1,500.00	-1,500.00	0.00	6,000.00	-6,000.00	18,000.00
<b>220 - Insurance - Other</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 220 - Insurance</b>	7,555.00	2,416.66	5,138.34	7,555.00	9,666.65	-2,111.65	29,000.00
<b>225 - Drug Testing/Physical Exams</b>	0.00	416.66	-416.66	95.00	1,666.65	-1,571.65	5,000.00
<b>230 - Taxes</b>							
<b>231 - Sales Taxes</b>							
<b>232 - Meck CO.</b>	1,309.21	666.66	642.55	2,409.47	2,666.65	-257.18	8,000.00
<b>233 - Union County</b>	0.00	166.66	-166.66	39.39	666.65	-627.26	2,000.00
<b>238 - NC Sales &amp; Use Qualifying</b>	0.00			5.46			
<b>231 - Sales Taxes - Other</b>	43.72			346.02			
<b>Total 231 - Sales Taxes</b>	1,352.93	833.32	519.61	2,800.34	3,333.30	-532.96	10,000.00
<b>236 - Property Tax</b>	0.00	8.34	-8.34	0.00	33.35	-33.35	100.00
<b>237 - Freight</b>	139.81	41.66	98.15	231.85	166.65	65.20	500.00
<b>Total 230 - Taxes</b>	1,492.74	883.32	609.42	3,032.19	3,533.30	-501.11	10,600.00
<b>240 - Interest Expense</b>	0.00			2.44			
<b>300 - Build Maintenance</b>							
<b>370 - Security Monitoring</b>	0.00	50.00	-50.00	186.00	200.00	-14.00	600.00
<b>320 - Landscaping &amp; Lawn Care</b>	165.00	250.00	-85.00	650.00	1,000.00	-350.00	3,000.00
<b>330 - Trash and Landfill</b>	50.00	50.00	0.00	200.00	200.00	0.00	600.00
<b>340 - Pest Control</b>	0.00	41.66	-41.66	100.00	166.65	-66.65	500.00
<b>350 - Maintenance Supplies</b>	289.06	416.66	-127.60	2,107.46	1,666.65	440.81	5,000.00
<b>351 - Furniture</b>	0.00	166.66	-166.66	61.80	666.65	-604.85	2,000.00
<b>360 - Repairs</b>	1,927.62	666.66	1,260.96	3,292.62	2,666.65	625.97	8,000.00
<b>361 - Other</b>	66.50			66.50			
<b>300 - Build Maintenance - Other</b>	0.00			19.51			
<b>Total 300 - Build Maintenance</b>	2,498.18	1,641.64	856.54	6,683.89	6,566.60	117.29	19,700.00
<b>400 - Utilities</b>							
<b>410 - Electric</b>	768.39	833.34	-64.95	3,478.18	3,333.35	144.83	10,000.00
<b>420 - Natural Gas</b>	44.55	250.00	-205.45	147.16	1,000.00	-852.84	3,000.00
<b>430 - Telephone</b>	632.78	375.00	257.78	2,147.96	1,500.00	647.96	4,500.00
<b>440 - Water</b>	63.90	66.66	-2.76	246.10	266.65	-20.55	800.00
<b>Total 400 - Utilities</b>	1,509.62	1,525.00	-15.38	6,019.40	6,100.00	-80.60	18,300.00
<b>500 - Fire Fighters' Equip/Training</b>							
<b>510 - Clothing</b>							
<b>512 - Dress Uniforms</b>	603.00	166.66	436.34	793.94	666.65	127.29	2,000.00
<b>513 - Clothing - Other</b>	0.00	333.34	-333.34	0.00	1,333.35	-1,333.35	4,000.00
<b>Total 510 - Clothing</b>	603.00	500.00	103.00	793.94	2,000.00	-1,206.06	6,000.00
<b>520 - Equipment</b>							
<b>521 - Radios\ Pagers - New</b>	0.00	250.00	-250.00	480.00	1,000.00	-520.00	3,000.00
<b>522 - Radios\ Pagers - Maintena</b>	0.00	83.34	-83.34	177.00	333.35	-156.35	1,000.00
<b>523 - Equipment - New</b>	1,942.00	750.00	1,192.00	3,470.42	3,000.00	470.42	9,000.00
<b>524 - Equipment - Maintenance</b>	464.10	833.34	-369.24	2,174.90	3,333.35	-1,158.45	10,000.00
<b>525 - Firefighting Supplies</b>	0.00	125.00	-125.00	0.00	500.00	-500.00	1,500.00
<b>528 - Mecklenburg Radio Contr</b>	0.00	833.34	-833.34	9,152.88	3,333.35	5,819.53	10,000.00
<b>Total 520 - Equipment</b>	2,406.10	2,875.02	-468.92	15,455.20	11,500.05	3,955.15	34,500.00

# Providence Volunteer Fire Department

## Income & Expense Budget Performance

### October 2014

	Oct 14	Budget	Over Budget	Jul - Oct 14	YTD Budget	Over Budget	Annual Budget
<b>529 - PPE (Personal Protective Equip</b>	13,876.53	2,083.34	11,793.19	15,351.53	8,333.35	7,018.18	25,000.00
<b>530 - Medical</b>							
<b>531 - Equipment</b>	1,021.80			1,021.80			
<b>532 - Supplies</b>	153.75	333.34	-179.59	625.23	1,333.35	-708.12	4,000.00
<b>533 - Waste</b>	279.28	208.34	70.94	1,117.12	833.35	283.77	2,500.00
<b>Total 530 - Medical</b>	1,454.83	541.68	913.15	2,764.15	2,166.70	597.45	6,500.00
<b>540 - Training</b>							
<b>541 - Seminars</b>	1,135.20	750.00	385.20	1,331.50	3,000.00	-1,668.50	9,000.00
<b>542 - Books</b>	0.00	125.00	-125.00	0.00	500.00	-500.00	1,500.00
<b>543 - PR Literature</b>	0.00	83.34	-83.34	0.00	333.35	-333.35	1,000.00
<b>544 - Other - Training Bonus</b>	0.00	1,250.00	-1,250.00	0.00	5,000.00	-5,000.00	15,000.00
<b>540 - Training - Other</b>	0.00			32.00			
<b>Total 540 - Training</b>	1,135.20	2,208.34	-1,073.14	1,363.50	8,833.35	-7,469.85	26,500.00
<b>Total 500 - Fire Fighters' Equip/Traini</b>	19,475.66	8,208.38	11,267.28	35,728.32	32,833.45	2,894.87	98,500.00
<b>600 - Fire Engines</b>							
<b>620 - '99 Southern Coach Eng #322</b>	1,377.70	1,250.00	127.70	4,351.71	5,000.00	-648.29	15,000.00
<b>635 - '93 KME Engine #323</b>	80.98	1,250.00	-1,169.02	16,132.02	5,000.00	11,132.02	15,000.00
<b>640 - '03 Red Diamond #324</b>	0.00	500.00	-500.00	1,428.31	2,000.00	-571.69	6,000.00
<b>650 - '02 Ford Quesco Brush #326</b>	0.00	166.66	-166.66	0.00	666.65	-666.65	2,000.00
<b>660 - '95 InternHackney Squad #32</b>	0.00	416.66	-416.66	1,042.83	1,666.65	-623.82	5,000.00
<b>680 - '06 KME Pumper #321</b>	0.00	1,333.34	-1,333.34	3,959.18	5,333.35	-1,374.17	16,000.00
<b>681 - Diesel Fuel</b>	1,025.21	1,458.34	-433.13	5,763.04	5,833.35	-70.31	17,500.00
<b>682 - Gasoline</b>	0.00	16.66	-16.66	73.66	66.65	7.01	200.00
<b>683 - Cleaning Supplies</b>	0.00	41.66	-41.66	0.00	166.65	-166.65	500.00
<b>684 - Miscellaneous Parts</b>	0.00	83.34	-83.34	160.14	333.35	-173.21	1,000.00
<b>685 - Fire Engines - Other</b>	0.00	250.00	-250.00	323.60	1,000.00	-676.40	3,000.00
<b>Total 600 - Fire Engines</b>	2,483.89	6,766.66	-4,282.77	33,234.49	27,066.65	6,167.84	81,200.00
<b>800 - Firefighters Payroll</b>							
<b>801 - Payroll - Day Shift (Hourly)</b>	19,755.00	16,666.66	3,088.34	58,739.00	66,666.65	-7,927.65	200,000.00
<b>809 - Payroll - Day Shift (Stipend)</b>	4,080.00	2,083.34	1,996.66	11,760.00	8,333.35	3,426.65	25,000.00
<b>802 - Payroll - Night Shift (Hourly)</b>	13,145.50	9,666.66	3,478.84	42,488.50	38,666.65	3,821.85	116,000.00
<b>810 - Payroll - Night Shift (Stipend)</b>	3,640.00	2,166.66	1,473.34	11,010.00	8,666.65	2,343.35	26,000.00
<b>808 - Payroll Expenses</b>							
<b>FICA</b>	3,134.93	2,250.00	884.93	9,568.38	9,000.00	568.38	27,000.00
<b>SUTA</b>	658.99	291.66	367.33	2,011.24	1,166.65	844.59	3,500.00
<b>808 - Payroll Expenses - Other</b>	465.20	1,455.00	-989.80	1,516.60	5,820.00	-4,303.40	17,460.00
<b>Total 808 - Payroll Expenses</b>	4,259.12	3,996.66	262.46	13,096.22	15,986.65	-2,890.43	47,960.00
<b>Total 800 - Firefighters Payroll</b>	44,879.62	34,579.98	10,299.64	137,093.72	138,319.95	-1,226.23	414,960.00
<b>850 - Christmas Fundraising Expense</b>	0.00	333.33	-333.33	0.00	1,333.32	-1,333.32	4,000.00
<b>Total Expense</b>	84,615.68	59,846.61	24,769.07	249,294.76	239,386.52	9,908.24	718,160.00
<b>Net Ordinary Income</b>	-28,487.56	0.05	-28,487.61	66,210.98	0.12	66,210.86	0.00
<b>Net Income</b>	-28,487.56	0.05	-28,487.61	66,210.98	0.12	66,210.86	0.00

Providence Volunteer Fire Department  
**Income & Expense Budget Performance**  
October 2014

it

Ordinary Income/Expense

Income

110 - Subsidies

111 - Mecklenburg Cty

112 - Union County

113 - Town of Weddington

Total 110 - Subsidies

118 - VFIS - Insurance Payment #323

120 - Dues & Fees

121 - Union County Fire Fees

120 - Dues & Fees - Other

Total 120 - Dues & Fees

130 - Vol Donations

134 - Other

130 - Vol Donations - Other

Total 130 - Vol Donations

135 - Revenue from Closing 8/2014

140 - Other Income

142 - Fire Fighters' Relief Fund

143 - Fuel Tax Refund

144 - Sales Tax Refund

145 - Interest

147 - Medic-EMS Reimbursement

148 - Firemen Relief Interest

155 - Christmas Fundraising Income

140 - Other Income - Other

Total 140 - Other Income

150 - Uncategorized Income

Total Income

Expense

200 - Administration

202 - Legal Fees

204 - Ladder Shed Upgrade Fees

209 - Annual Dinner/Award

210 - Fire Chief Discretionary

211 - Bank Charges & Credit Card F

212 - Prof Fees

213 - Computer Upgrades

214 - Off Supplies

215 - Printing/Newsletter

216 - Postage

217 - Dues, Subscriptions, & Intern

218 - Fire Fighters' Association

219 - Miscellaneous

Total 200 - Administration

220 - Insurance

222 - Accident & Sickness Policy

Providence Volunteer Fire Department  
**Income & Expense Budget Performance**  
October 2014

it

223 · Vol. Fire Fighters' Workers Co

224 · Commercial Package

220 · Insurance - Other

Total 220 · Insurance

225 · Drug Testing/Physical Exams

230 · Taxes

231 · Sales Taxes

232 · Meck CO.

233 · Union County

238 · NC Sales & Use Qualifying

231 · Sales Taxes - Other

Total 231 · Sales Taxes

236 · Property Tax

237 · Freight

Total 230 · Taxes

240 · Interest Expense

300 · Build Maintenance

370 · Security Monitoring

320 · Landscaping & Lawn Care

330 · Trash and Landfill

340 · Pest Control

350 · Maintenance Supplies

351 · Furniture

360 · Repairs

361 · Other

300 · Build Maintenance - Other

Total 300 · Build Maintenance

400 · Utilities

410 · Electric

420 · Natural Gas

430 · Telephone

440 · Water

Total 400 · Utilities

500 · Fire Fighters' Equip/Training

510 · Clothing

512 · Dress Uniforms

513 · Clothing - Other

Total 510 · Clothing

520 · Equipment

521 · Radios\ Pagers - New

522 · Radios\ Pagers - Maintena

523 · Equipment - New

524 · Equipment - Maintenance

525 · Firefighting Supplies

528 · Mecklenburg Radio Contr

Total 520 · Equipment

Providence Volunteer Fire Department  
**Income & Expense Budget Performance**  
October 2014

it

529 - PPE (Personal Protective Equi

530 - Medical

531 - Equipment

532 - Supplies

533 - Waste

Total 530 - Medical

540 - Training

541 - Seminars

542 - Books

543 - PR Literature

544 - Other - Training Bonus

540 - Training - Other

Total 540 - Training

Total 500 - Fire Fighters' Equip/Traini

600 - Fire Engines

620 - '99 Southern Coach Eng #322

635 - '93 KME Engine #323

640 - '03 Red Diamond #324

650 - '02 Ford Quesco Brush #326

660 - '95 Intern\Hackney Squad #32

680 - '06 KME Pumper #321

681 - Diesel Fuel

682 - Gasoline

683 - Cleaning Supplies

684 - Miscellaneous Parts

685 - Fire Engines - Other

Total 600 - Fire Engines

800 - Firefighters Payroll

801 - Payroll - Day Shift (Hourly)

809 - Payroll - Day Shift (Stipend)

802 - Payroll - Night Shift (Hourly)

810 - Payroll - Night Shift (Stipend)

808 - Payroll Expenses

FICA

SUTA

808 - Payroll Expenses - Other

Total 808 - Payroll Expenses

Total 800 - Firefighters Payroll

850 - Christmas Fundraising Expense

Total Expense

Net Ordinary Income

Net Income

# Providence Volunteer Fire Department

## Balance Sheet

As of October 31, 2014

Oct 31, 14

### ASSETS

#### Current Assets

##### Checking/Savings

##### Checking Accounts

BB&T Checking-5119 171,549.43

BOA Payroll-7449 8,628.50

Total Checking Accounts 180,177.93

Firemen Relief-BOA-8254 44,665.11

Total Checking/Savings 224,843.04

##### Other Current Assets

Accounts Receivable Auditor 72,584.93

Total Other Current Assets 72,584.93

Total Current Assets 297,427.97

#### Fixed Assets

CIP - Firehouse Construction 1,052,861.44

Air Packs 73,087.70

Bauer Vertecon Air Compressor 40,000.00

Commercial Protector System 2,112.50

Dexter T-400 Washer\Extractor 3,611.00

Fire Fighter Main Equipment 2,448.00

Groban Electric Generator 5,000.00

Ladder Truck Building 32,452.08

Total Fixed Assets 1,211,572.72

#### Other Assets

1993 KME Engine #323 50,000.00

1996 Internat'l #32 119,365.76

1999 SouthCo #322 274,231.58

2002 Ford #326 44,029.33

2003 Red Diamond #324 240,302.00

2006 KME Pumper #321 400,555.50

Building 346,812.09

Equip 34,615.27

Land 12,590.00

X Accum Depr -1,233,145.00

Total Other Assets 289,356.53

TOTAL ASSETS 1,798,357.22

### LIABILITIES & EQUITY

#### Liabilities



**Providence Volunteer Fire Department**  
**Balance Sheet**

**As of October 31, 2014**

**Oct 31, 14**

<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
BB&T CIP Loan	800,000.00
Accounts Payable Auditor	105,267.00
2100 - Payroll Liabilities	9,686.84
<b>Total Other Current Liabilities</b>	<b>914,953.84</b>
<b>Total Current Liabilities</b>	<b>914,953.84</b>
<b>Total Liabilities</b>	<b>914,953.84</b>
<b>Equity</b>	
3900 - Retained Earnings	817,192.40
Net Income	66,210.98
<b>Total Equity</b>	<b>883,403.38</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,798,357.22</b>

# Wesley Chapel Volunteer Fire Department

## Incident List by Alarm Date/Time

**Alarm Date Between {10/01/2014} And {10/31/2014}**

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
14-1403936-000	10/01/2014	13:00:28	S TWELVE MILE CREEK RD &	322 Motor vehicle accident with
14-1403939-000	10/01/2014	16:18:28	9503 DOVEWOOD PL /MARVIN,	611 Dispatched & cancelled en ro
14-1403940-000	10/01/2014	17:41:26	350 HUGH CROCKER DR /WESL	321 EMS call, excluding vehicle
14-1403941-000	10/01/2014	18:43:41	2825 CRANE RD	311 Medical assist, assist EMS c
14-1403944-000	10/02/2014	08:53:39	8515 REA RD	553 Public service
14-1403945-000	10/02/2014	09:37:31	1200 WAXHAW MARVIN RD & N	631 Authorized controlled burnin
14-1403947-000	10/02/2014	11:18:30	6006 MAGNA LN /INDIAN TRA	321 EMS call, excluding vehicle
14-1403948-000	10/02/2014	11:33:51	912 WANDERING WAY WAY /MA	600 Good intent call, Other
14-1403952-000	10/02/2014	17:53:21	5900 WAXHAW INDIAN TRAIL	322 Motor vehicle accident with
14-1403954-000	10/02/2014	19:41:18	3026 SEMMES LN /INDIAN TR	321 EMS call, excluding vehicle
14-1403960-000	10/03/2014	12:09:52	8916 CUMBERLAND CT	321 EMS call, excluding vehicle
14-1403970-000	10/03/2014	21:35:10	506 CIRCLE TRACE RD /WESL	321 EMS call, excluding vehicle
14-1403972-000	10/04/2014	00:53:48	668 COTTONFIELD CIR /Wedd	311 Medical assist, assist EMS c
14-1403976-000	10/04/2014	14:34:53	2107 MONARDA WAY	321 EMS call, excluding vehicle
14-1403985-000	10/04/2014	14:52:20	1400 CUTHBERTSON RD	381 Rescue or EMS standby
14-1403987-000	10/05/2014	03:05:27	5208 GOLDMINE RD /WESLEY	321 EMS call, excluding vehicle
14-1403996-000	10/05/2014	21:20:58	403 HUNTERS POINTE DR /In	321 EMS call, excluding vehicle
14-1404002-000	10/06/2014	10:43:42	8910 SNAPFINGER CT	321 EMS call, excluding vehicle
14-1404004-000	10/06/2014	16:41:51	1400 CUTHBERTSON RD	311 Medical assist, assist EMS c
14-1404005-000	10/06/2014	18:58:23	3016 THORNDALE RD /INDIAN	700 False alarm or false call, O
14-1404006-000	10/06/2014	21:33:46	9303 CLERKENWELL DR	311 Medical assist, assist EMS c
14-1404007-000	10/06/2014	21:34:46	1919 SMARTY JONES DR	321 EMS call, excluding vehicle
14-1404010-000	10/07/2014	03:12:23	4018 THORNDALE RD /INDIAN	311 Medical assist, assist EMS c
14-1404013-000	10/07/2014	08:35:39	601 SHERMAN PL	700 False alarm or false call, O
14-1404014-000	10/07/2014	08:36:52	5208 GOLDMINE RD /Monroe,	321 EMS call, excluding vehicle
14-1404022-000	10/07/2014	18:25:24	205 BLACKHEATH CT	700 False alarm or false call, O
14-1404023-000	10/07/2014	20:37:48	9799 NEW TOWN RD & LOOK O	500 Service Call, other
14-1404025-000	10/08/2014	08:51:10	1604 CRANE RD	321 EMS call, excluding vehicle
14-1404026-000	10/08/2014	10:20:51	1902 PRIMA CORNICE CT /MA	611 Dispatched & cancelled en ro
14-1404029-000	10/08/2014	19:06:18	2004 BAUER PL /WESLEY CHA	321 EMS call, excluding vehicle
14-1404036-000	10/09/2014	10:10:06	5903 DEAL RD /WEDDINGTON,	740 Unintentional transmission o
14-1404040-000	10/09/2014	17:11:48	2825 CRANE RD	731 Sprinkler activation due to
14-1404043-000	10/10/2014	01:06:04	2099 CRANE RD & SILVER CH	322 Motor vehicle accident with
14-1404048-000	10/10/2014	11:25:16	2825 CRANE RD	311 Medical assist, assist EMS c
14-1404064-000	10/11/2014	10:48:23	2825 CRANE RD	321 EMS call, excluding vehicle
14-1404059-000	10/11/2014	12:58:41	455 S PROVIDENCE RD /Wedd	321 EMS call, excluding vehicle
14-1404063-000	10/11/2014	16:07:46	425 ARBOR LN /MONROE, NC	321 EMS call, excluding vehicle
14-1404070-000	10/11/2014	22:01:10	700 HOWIE MINE RD	500 Service Call, other
14-1404079-000	10/12/2014	22:00:27	505 HIDDEN MANOR DR /MATT	321 EMS call, excluding vehicle
14-1404080-000	10/12/2014	23:08:05	5609 FULTON RIDGE DR /IND	321 EMS call, excluding vehicle
14-1404084-000	10/13/2014	10:36:20	7618 WESTMONT WAY /MARVIN	311 Medical assist, assist EMS c
14-1404091-000	10/13/2014	17:33:58	8223 PINE OAK RD	113 Cooking fire, confined to co
14-1404092-000	10/13/2014	17:42:14	5211 WEDDINGTON RD /Weddi	381 Rescue or EMS standby
14-1404099-000	10/14/2014	10:17:19	10101 WAXHAW MANOR DR	311 Medical assist, assist EMS c
14-1404103-000	10/14/2014	11:49:19	1400 CUTHBERTSON RD	611 Dispatched & cancelled en ro
14-1404110-000	10/15/2014	07:22:28	6219 ADELAIDE PL	321 EMS call, excluding vehicle

# Wesley Chapel Volunteer Fire Department

## Incident List by Alarm Date/Time

**Alarm Date Between {10/01/2014} And {10/31/2014}**

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
14-1404117-000	10/15/2014	16:42:29	NEW TOWN RD & CHAMWOOD R	324 Motor Vehicle Accident with
14-1404120-000	10/15/2014	19:43:58	6030 FOGGY GLEN PL /Weddi	611 Dispatched & cancelled en ro
14-1404125-000	10/16/2014	09:43:11	2825 CRANE RD	700 False alarm or false call, O
14-1404128-000	10/16/2014	12:04:54	2408 LABELLE DR /Mineral	733 Smoke detector activation du
14-1404138-000	10/16/2014	23:40:19	500 BRIAR PATCH TER & TOM	324 Motor Vehicle Accident with
14-1404140-000	10/17/2014	07:20:46	5099 WEDDINGTON RD & HOLL	500 Service Call, other
14-1404141-000	10/17/2014	07:23:26	505 DEERCROSS LN	321 EMS call, excluding vehicle
14-1404142-000	10/17/2014	08:10:55	505 DEERCROSS LN	321 EMS call, excluding vehicle
14-1404146-000	10/17/2014	09:52:43	10101 WAXHAW MANOR DR	553 Public service
14-1404153-000	10/17/2014	19:12:46	5932 DEAL RD /Weddington,	322 Motor vehicle accident with
14-1404157-000	10/18/2014	06:35:25	3720 EXBURY GARDENS DR	733 Smoke detector activation du
14-1404166-000	10/18/2014	08:51:45	5903 DEAL RD /Weddington,	553 Public service
14-1404160-000	10/18/2014	08:52:03	2825 CRANE RD	381 Rescue or EMS standby
14-1404165-000	10/18/2014	13:08:48	2825 CRANE RD	
14-1404164-000	10/18/2014	19:07:18	1057 SPYGLASS LN /MARVIN,	743 Smoke detector activation, n
14-1404172-000	10/19/2014	12:17:14	2031 SANDY POND LN	542 Animal rescue
14-1404184-000	10/20/2014	01:24:41	7218 ORCHARD RIDGE DR	321 EMS call, excluding vehicle
14-1404186-000	10/20/2014	05:51:14	9110 JOE KERR RD /MARVIN,	744 Detector activation, no fire
14-1404192-000	10/20/2014	11:52:22	200 WOODSWAIL CT & SKYE L	311 Medical assist, assist EMS c
14-1404203-000	10/20/2014	21:36:27	6200 TAN YARD RD /Matthew	321 EMS call, excluding vehicle
14-1404206-000	10/21/2014	03:40:18	1002 MATILDA LN /INDIAN T	311 Medical assist, assist EMS c
14-1404208-000	10/21/2014	13:12:46	1110 ANNISTON PL /INDIAN	311 Medical assist, assist EMS c
14-1404215-000	10/22/2014	07:53:37	5199 GOLDMINE RD & JIM PA	500 Service Call, other
14-1404216-000	10/22/2014	08:46:01	5816 CAMDEN DR /WEDDINGTO	311 Medical assist, assist EMS c
14-1404217-000	10/22/2014	10:20:34	716 S POTTER RD /MONROE,	322 Motor vehicle accident with
14-1404218-000	10/22/2014	11:14:04	1041 SPYGLASS LN /MARVIN,	700 False alarm or false call, O
14-1404219-000	10/22/2014	11:43:16	404 MEADOWSWEET LN	611 Dispatched & cancelled en ro
14-1404220-000	10/22/2014	11:59:47	8912 KENTUCKY DERBY DR	700 False alarm or false call, O
14-1404221-000	10/22/2014	12:21:18	2675 SOUTHERN TRACE DR	611 Dispatched & cancelled en ro
14-1404224-000	10/22/2014	13:16:49	2831 CRANE RD	321 EMS call, excluding vehicle
14-1404227-000	10/22/2014	16:29:08	8817 MAN OF WAR DR	700 False alarm or false call, O
14-1404309-000	10/23/2014	09:47:36	1100 WAXHAW INDIAN TRAIL	553 Public service
14-1404236-000	10/23/2014	10:49:53	110 S POTTER RD /Wesley C	321 EMS call, excluding vehicle
14-1404241-000	10/23/2014	17:13:11	7410 STONEHAVEN DR /MARVI	736 CO detector activation due t
14-1404244-000	10/24/2014	00:54:49	2012 S PROVIDENCE RD /MAR	311 Medical assist, assist EMS c
14-1404245-000	10/24/2014	04:44:26	304 PALMERSTON LN	320 Emergency medical service, o
14-1404246-000	10/24/2014	07:15:09	2228 DEER MEADOWS DR	611 Dispatched & cancelled en ro
14-1404247-000	10/24/2014	07:57:09	100 WILLOUGHBY RD & WEDDI	322 Motor vehicle accident with
14-1404248-000	10/24/2014	13:21:43	5903 DEAL RD /Matthews, N	321 EMS call, excluding vehicle
14-1404254-000	10/24/2014	18:30:05	7410 NEW TOWN RD /WEDDING	311 Medical assist, assist EMS c
14-1404257-000	10/24/2014	23:11:50	9209 ROCK WATER CT /MARVI	321 EMS call, excluding vehicle
14-1404271-000	10/25/2014	08:45:01	4901 WEDDINGTON RD /Weddi	381 Rescue or EMS standby
14-1404265-000	10/25/2014	12:58:14	8400 HAMPTON FARE LN & S	321 EMS call, excluding vehicle
14-1404266-000	10/25/2014	13:30:24	1305 TARA PLANTATION BLVD	700 False alarm or false call, O
14-1404267-000	10/25/2014	13:33:54	601 SHERMAN PL	321 EMS call, excluding vehicle
14-1404268-000	10/25/2014	14:08:15	8902 WHIPPS CROSS CT	554 Assist invalid

# Wesley Chapel Volunteer Fire Department

## Incident List by Alarm Date/Time

**Alarm Date Between {10/01/2014} And {10/31/2014}**

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
14-1404275-000	10/25/2014	20:49:23	6350 WEDDINGTON RD /Weddi	651 Smoke scare, odor of smoke
14-1404276-000	10/25/2014	21:09:59	1108 SHINNECOCK LN /MARVI	424 Carbon monoxide incident
14-1404277-000	10/25/2014	23:33:28	116 JIM PARKER RD /WESLEY	321 EMS call, excluding vehicle
14-1404279-000	10/26/2014	02:13:18	8401 CHEVERNY DR	
14-1404281-000	10/26/2014	09:31:39	3799 FOREST LAWN DR & FOR	600 Good intent call, Other
14-1404292-000	10/27/2014	09:36:56	308 LESTER DAVIS RD	320 Emergency medical service, o
14-1404293-000	10/27/2014	11:45:23	2329 WEDGEWOOD DR /Weddin	320 Emergency medical service, o
14-1404296-000	10/27/2014	12:54:36	7410 NEW TOWN RD /WEDDING	321 EMS call, excluding vehicle
14-1404302-000	10/27/2014	17:41:16	1149 WAYNEWOOD DR	320 Emergency medical service, o
14-1404303-000	10/27/2014	18:00:20	1207 GOLDFINCH LN /WEDDIN	611 Dispatched & cancelled en ro
14-1404311-000	10/28/2014	12:21:37	1024 MAGNA LN /INDIAN TRA	321 EMS call, excluding vehicle
14-1404317-000	10/28/2014	20:25:03	600 HILLTOP CT /Monroe, N	311 Medical assist, assist EMS c
14-1404322-000	10/29/2014	07:03:48	513 WHITE TAIL TER /MARVI	412 Gas leak (natural gas or LPG
14-1404329-000	10/29/2014	16:53:16	2015 BAUER PL /WESLEY CHA	733 Smoke detector activation du
14-1404331-000	10/29/2014	23:47:09	5819 PARKSTONE DR /MATTHE	743 Smoke detector activation, n
14-1404332-000	10/30/2014	08:21:23	799 AIRPORT RD & GOLDMINE	444 Power line down
14-1404333-000	10/30/2014	10:05:12	1325 CRANE RD	511 Lock-out
14-1404335-000	10/30/2014	12:54:07	8617 MOSSINGTON LN	300 Rescue, EMS incident, other
14-1404336-000	10/30/2014	13:46:21	8506 CHATSWORTH LN	745 Alarm system activation, no
14-1404337-000	10/30/2014	15:53:38	302 OAKMONT LN	745 Alarm system activation, no
14-1404340-000	10/30/2014	20:23:48	2207 MELETO DR	412 Gas leak (natural gas or LPG
14-1404343-000	10/31/2014	06:55:19	205 BLACKHEATH CT	311 Medical assist, assist EMS c
14-1404353-000	10/31/2014	19:27:36	8712 KENTUCKY DERBY DR	381 Rescue or EMS standby

**Total Incident Count    115**

# Town of Weddington

*October, 2014*

## Wesley Chapel Fire Department Responses

Fire Districts PV4, PV5, PV7 and PV8

<b>INCIDENT TYPE</b>	<b>TOTAL CALLS</b>
<b>ACCIDENT</b>	<b>1</b>
<b>BREATHING PROBLEMS</b>	<b>1</b>
<b>COMMERCIAL ALARM</b>	<b>1</b>
<b>ELECTRICAL HAZARD</b>	<b>1</b>
<b>FALLS</b>	<b>1</b>
<b>FIRE STANDBY</b>	<b>2</b>
<b>HEMORRHAGE LACERATION</b>	<b>2</b>
<b>ODOR STRANGE</b>	<b>1</b>
<b>OVERDOSE POISONING</b>	<b>1</b>
<b>SICK PERSON</b>	<b>1</b>
<b>STRUCTURE FIRE</b>	<b>1</b>
<b>TRAUMATIC INJURIES</b>	<b>3</b>
<b>Total</b>	<b>16</b>

Wesley Chapel VFD responded to 16 total incidents in the Town of Weddington in October.  
There was one fire alarms for mutual aid and one electrical hazard .

# Town of Weddington

*October, 2014*

## Stallings Fire Department Responses

Fire Districts PV1

INCIDENT TYPE	TOTAL CALLS
ELECTRICAL HAZARD	1
FALLS	1
TOTAL	2



# Union County Sheriff's Office

## Events By Nature

For the Month of: October 2014

Date of Report

11/3/2014

9:39:05AM

<u>Event Type</u>	<u>Total</u>
911 HANG UP	36
911 MISDIAL	1
ABUSE ABANDON NEGLECT LAW	2
ACCIDENT EMD	5
ACCIDENT PD COUNTY NO EMD	20
ALARMS LAW	61
ANIMAL BITE FOLLOW UP	1
ANIMAL BITE REPORT LAW	2
ANIMAL COMP SERVICE CALL LAW	6
ASSAULT SIMPLE LAW	1
ASSIST EMS OR FIRE	3
BARKING DOG	1
BOLO	11
BURGLARY HOME OTHER NONBUSINESS	6
BURGLARY VEHICLE	9
BUSINESS CHECK	29
CALL BY PHONE	20
CARDIAC OR RESPIRATORY ARREST	1
CARDIAC RESPIRATORY ECHO	1
CARDIAC RESPIRTY ARREST EMD	1
DELIVER MESSAGE	3
DISCHARGE OF FIREARM	5
DISTURBANCE OR NUISANCE	4
DOMESTIC DISTURBANCE	6
DRUG ACTIVITY IN PROGRESS	1
ESCORT	1
FOLLOW UP INVESTIGATION	7
FOOT PATROL	1

<u>Event Type</u>	<u>Total</u>
FRAUD DECEPTION FORGERY	3
FUNERAL ESCORT	1
HARASSMENT STALKING THREATS	2
ILLEGAL DUMPING LITTERING	1
INVESTIGATION	5
JURISDICTION CONFIRMATION LAW	2
LARCENY THEFT	1
MEET REQUEST NO REFERENCE GIVN	5
MENTAL DISORDER LAW	1
MOTORIST ASSIST	10
NOISE COMPLAINT	3
OVERDOSE POISONING EMD	1
PREVENTATIVE PATROL	332
PROP DAMAGE VANDALISM MISCHIEF	2
PUBLIC SERVICE	3
RADAR PATROL INCLUDING TRAINIG	7
REPOSESSION OF PROPERTY	1
RESIDENTIAL CHECK	1
SEARCH CONDUCTED BY LAW AGNCY	1
SERVE CIVIL PAPER	1
SERVE CRIMINAL CIVIL SUBPOENA	2
SERVE CRIMINAL SUMMONS	1
SERVE WARRANT	5
STRUCTURE FIRE EFD	1
SUICIDAL THREAT EPD	1
SUSPICIOUS CIRCUMSTANCES	9
SUSPICIOUS PERSON	10
SUSPICIOUS VEHICLE	17
TEST PLEASE LIMIT THESE	1
TRAFFIC DIRECT CONTROL	1
TRAFFIC STOP	24
TRAFFIC VIOLATION COMPLAINT	14



<u>Event Type</u>	<u>Total</u>
TRESPASSING UNWANTED SUBJ	6
WELL BEING CHECK	2

***Total Calls for Month: 722***

# TOWN OF WEDDINGTON

## REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2014-2015

10/01/2014 TO 10/31/2014					
		<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
REVENUE:					
10-3101-110	AD VALOREM TAX - CURRENT	158,227.81	285,014.45	990,000.00	71
10-3102-110	AD VALOREM TAX - 1ST PRIOR Y	234.83	1,181.14	7,000.00	83
10-3103-110	AD VALOREM TAX - NEXT 8 YRS	0.00	994.87	2,000.00	50
10-3110-121	AD VALOREM TAX - MOTOR VEH	6,025.58	18,582.05	54,000.00	66
10-3115-180	TAX INTEREST	10.12	149.48	2,250.00	93
10-3231-220	LOCAL OPTION SALES TAX REV -	24,824.78	52,589.58	275,000.00	81
10-3322-220	BEER & WINE TAX	0.00	0.00	38,750.00	100
10-3324-220	UTILITY FRANCHISE TAX	0.00	93,129.08	400,000.00	77
10-3340-400	ZONING & PERMIT FEES	2,962.50	20,782.50	25,000.00	17
10-3350-400	SUBDIVISION FEES	6,215.00	76,890.00	77,500.00	1
10-3830-891	MISCELLANEOUS REVENUES	100.00	360.00	1,500.00	76
10-3831-491	INVESTMENT INCOME	0.00	496.83	7,500.00	93
	TOTAL REVENUE	198,600.62	550,169.98	1,880,500.00	71
AFTER TRANSFERS		198,600.62	550,169.98	1,880,500.00	
4110 GENERAL GOVERNMENT					
EXPENDITURE:					
10-4110-126	FIRE DEPT SUBSIDIES	62,718.75	250,875.00	752,625.00	67
10-4110-127	FIRE DEPARTMENT GRANT	0.00	669,795.28	712,975.00	6
10-4110-128	POLICE PROTECTION	60,557.25	121,114.50	243,850.00	50
10-4110-192	ATTORNEY FEES - GENERAL	29,756.45	40,245.13	125,000.00	68
10-4110-195	ELECTION EXPENSE	0.00	0.00	5,000.00	100
10-4110-340	EVENTS & PUBLICATIONS	0.00	2,663.15	9,000.00	70
10-4110-341	WEDDINGTON FESTIVAL	-325.00	-4,167.29	5,000.00	183
10-4110-342	HOLIDAY/TREE LIGHTING	0.00	0.00	6,500.00	100
10-4110-343	EASTER EGG HUNT	0.00	0.00	500.00	100
10-4110-344	OTHER COMMUNITY EVENTS	16.01	16.01	750.00	98
10-4110-495	OUTSIDE AGENCY FUNDING	0.00	0.00	3,800.00	100
	TOTAL EXPENDITURE	152,723.46	1,080,541.78	1,865,000.00	42
BEFORE TRANSFERS		-152,723.46	-1,080,541.78	-1,865,000.00	
AFTER TRANSFERS		-152,723.46	-1,080,541.78	-1,865,000.00	
4120 ADMINISTRATIVE					
EXPENDITURE:					
10-4120-121	SALARIES - CLERK	6,141.89	24,117.34	72,500.00	67
10-4120-123	SALARIES - TAX COLLECTOR	3,385.32	13,205.69	43,500.00	70
10-4120-124	SALARIES - FINANCE OFFICER	1,361.23	3,688.20	11,525.00	68
10-4120-125	SALARIES - MAYOR & TOWN COU	2,100.00	8,400.00	25,200.00	67
10-4120-181	FICA EXPENSE	989.73	3,764.48	12,250.00	69
10-4120-182	EMPLOYEE RETIREMENT	1,443.37	5,654.41	18,150.00	69
10-4120-183	EMPLOYEE INSURANCE	1,985.51	7,942.27	23,275.00	66
10-4120-184	EMPLOYEE LIFE INSURANCE	29.68	118.72	375.00	68
10-4120-185	EMPLOYEE S-T DISABILITY	24.00	96.00	300.00	68
10-4120-191	AUDIT FEES	0.00	0.00	8,500.00	100
10-4120-193	CONTRACT LABOR	0.00	0.00	23,000.00	100
10-4120-200	OFFICE SUPPLIES - ADMIN	60.97	1,985.20	25,500.00	92
10-4120-210	PLANNING CONFERENCE	0.00	186.51	2,500.00	93
10-4120-321	TELEPHONE - ADMIN	152.04	727.31	4,000.00	82
10-4120-325	POSTAGE - ADMIN	0.00	745.50	4,200.00	82
10-4120-331	UTILITIES - ADMIN	171.15	712.50	4,725.00	85

**TOWN OF WEDDINGTON**  
**REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT**

FY 2014-2015

		10/01/2014 TO 10/31/2014		BUDGETED	% BUDGET REM
		CURRENT PERIOD	YEAR-TO-DATE		
10-4120-351	REPAIRS & MAINTENANCE - BUIL	0.00	195.00	20,000.00	99
10-4120-352	REPAIRS & MAINTENANCE - EQU	244.00	29,577.45	58,000.00	49
10-4120-354	REPAIRS & MAINTENANCE - GRO	2,955.00	9,990.00	52,950.00	81
10-4120-355	REPAIRS & MAINTENANCE - PES	0.00	0.00	1,000.00	100
10-4120-356	REPAIRS & MAINTENANCE - CUS	400.00	1,300.00	6,250.00	79
10-4120-370	ADVERTISING - ADMIN	0.00	404.60	1,000.00	60
10-4120-397	TAX LISTING & TAX COLLECTION	45.00	85.42	1,000.00	91
10-4120-400	ADMINISTRATIVE:TRAINING	0.00	0.00	4,100.00	100
10-4120-410	ADMINISTRATIVE:TRAVEL	0.00	594.76	6,500.00	91
10-4120-450	INSURANCE	0.00	16,128.94	12,000.00	-34
10-4120-491	DUES & SUBSCRIPTIONS	0.00	13,216.81	18,000.00	27
10-4120-498	GIFTS & AWARDS	50.71	50.71	1,500.00	97
10-4120-499	MISCELLANEOUS	594.60	1,460.96	5,000.00	71
	TOTAL EXPENDITURE	22,134.20	144,348.78	466,800.00	69
BEFORE TRANSFERS		-22,134.20	-144,348.78	-466,800.00	
AFTER TRANSFERS		-22,134.20	-144,348.78	-466,800.00	
<b>4130 PLANNING &amp; ZONING</b>					
EXPENDITURE:					
10-4130-121	SALARIES - ZONING ADMINISTR	4,502.56	18,010.24	55,350.00	67
10-4130-122	SALARIES - ASST ZONING ADMIN	132.60	689.52	2,250.00	69
10-4130-123	SALARIES - RECEPTIONIST	1,752.16	6,696.42	24,150.00	72
10-4130-124	SALARIES - PLANNING BOARD	425.00	1,550.00	5,200.00	70
10-4130-125	SALARIES - SIGN REMOVAL	278.43	1,050.07	5,000.00	79
10-4130-181	FICA EXPENSE - P&Z	542.45	2,141.77	9,100.00	76
10-4130-182	EMPLOYEE RETIREMENT - P&Z	947.59	3,743.06	12,000.00	69
10-4130-183	EMPLOYEE INSURANCE	1,985.50	7,942.00	25,000.00	68
10-4130-184	EMPLOYEE LIFE INSURANCE	20.44	81.76	300.00	73
10-4130-185	EMPLOYEE S-T DISABILITY	12.00	48.00	150.00	68
10-4130-193	CONSULTING	3,237.39	515.69	10,000.00	95
10-4130-194	CONSULTING - COG	0.00	0.00	14,250.00	100
10-4130-200	OFFICE SUPPLIES - PLANNING &	60.97	2,147.38	5,000.00	57
10-4130-201	ZONING SPECIFIC OFFICE SUPPLI	0.00	0.00	2,500.00	100
10-4130-215	HISTORIC PRESERVATION	0.00	717.02	3,000.00	76
10-4130-321	TELEPHONE - PLANNING & ZONI	152.04	727.31	4,000.00	82
10-4130-325	POSTAGE - PLANNING & ZONING	0.00	-764.50	4,200.00	118
10-4130-331	UTILITIES - PLANNING & ZONING	171.15	712.52	4,725.00	85
10-4130-370	ADVERTISING - PLANNING & ZON	0.00	192.10	1,000.00	81
	TOTAL EXPENDITURE	14,220.28	46,200.36	187,175.00	75
BEFORE TRANSFERS		-14,220.28	-46,200.36	-187,175.00	
AFTER TRANSFERS		-14,220.28	-46,200.36	-187,175.00	
GRAND TOTAL		9,522.68	-720,920.94	-638,475.00	

# TOWN OF WEDDINGTON BALANCE SHEET

FY 2014-2015

PERIOD ENDING: 10/31/2014

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## ASSETS

### ASSETS

10-1120-000 TRINITY CHECKING ACCOUNT	522,079.25
10-1120-001 TRINITY MONEY MARKET	1,102,132.65
10-1170-000 NC CASH MGMT TRUST	530,109.39
10-1211-001 A/R PROPERTY TAX	758,371.15
10-1212-001 A/R PROPERTY TAX - 1ST YEAR PRIOR	8,157.85
10-1212-002 A/R PROPERTY TAX - NEXT 8 PRIOR YRS	15,264.84
10-1232-000 SALES TAX RECEIVABLE	607.31
10-1610-001 FIXED ASSETS - LAND & BUILDINGS	828,793.42
10-1610-002 FIXED ASSETS - FURNITURE & FIXTURES	23,513.12
10-1610-003 FIXED ASSETS - EQUIPMENT	125,355.42
10-1610-004 FIXED ASSETS - INFRASTRUCTURE	26,851.01
<b>TOTAL ASSETS</b>	<b>3,941,235.41</b>

## LIABILITIES & EQUITY

### LIABILITIES

10-2120-000 BOND DEPOSIT PAYABLE	223,158.65
10-2620-000 DEFERRED REVENUE - DELQ TAXES	8,157.85
10-2625-000 DEFERRED REVENUE - CURR YR TAX	758,371.15
10-2630-000 DEFERRED REVENUE-NEXT 8	15,264.84
<b>TOTAL LIABILITIES</b>	<b>1,004,952.49</b>

### EQUITY

10-2620-001 FUND BALANCE - UNASSIGNED	1,893,586.77
10-2620-003 FUND BALANCE-ASSIGNED	568,000.00
10-2620-004 FUND BALANCE-INVEST IN FIXED ASSETS	1,004,512.97
10-2620-005 CURRENT YEAR EQUITY YTD	200,044.32
CURRENT FUND BALANCE - YTD NET REV	-720,920.94
<b>TOTAL EQUITY</b>	<b>2,945,223.12</b>

**TOTAL LIABILITIES & FUND EQUITY 3,950,175.61**

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# TOWN OF W E D D I N G T O N

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## MEMORANDUM

**TO:** Mayor and Town Council

**FROM:** Kim Woods, Tax Collector

**DATE:** November 10, 2014

**SUBJECT:** Monthly Report –October 2014

<b>Transactions:</b>	
2014 Utility Charges	\$8293.72
Refunds	\$609.28
Penalty & Interest Payments	\$(31.32)
<b>Taxes Collected:</b>	
2013	\$(234.83)
2014	\$(155653.79)
<b>As of October 31, 2014; the following taxes remain Outstanding:</b>	
2002	\$82.07
2003	\$129.05
2004	\$122.90
2005	\$252.74
2006	\$56.80
2007	\$144.42
2008	\$1330.77
2009	\$1464.23
2010	\$1681.91
2011	\$2667.62
2012	\$7332.33
2013	\$8152.85
2014	\$757433.58
<b>Total Outstanding:</b>	<b>\$780851.27</b>