BOARD OF ADJUSTMENT
SPECIAL MEETING
THURSDAY, APRIL 30, 2020
ZOOM ELECTRONIC MEETING &
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:00 PM

Board Members Present:	**Board Members Absent:**	**Staff Present:**
Julia Latham, Chair	None	Alex Cameron, Senior Planner
Leo Santowasso, Vice Chair		Kelly Brown, Administrative Specialist
David Kelley		
Cyndie Burnett		
Joel Shriberg		
*Philip Shumaker, Alternate		

I. Call to Order

Chair Latham confirmed that a quorum was present and called the meeting to order at 4:00 pm.

Santowasso was physically present; Latham, Kelley, Burnett and Shriberg participated electronically via the Zoom meeting platform. *Shumaker participated electronically as an alternate on standby.

II. Approval of Minutes

A. February 6, 2020 Regular Meeting Minutes

Santowasso moved to approve the February 6, 2020 regular meeting minutes. Seconded by Burnett. Motion carried by a vote of 5-0.

III. Public Hearings

A. Public Hearing No. 1

Kelley moved to recess the regular meeting and enter into Public Meeting No. 1. Seconded by Santowasso. Motion carried by a vote of 5-0.

Latham stated this hearing was previously scheduled for the regular BOA meeting on April 2nd, 2020. It was cancelled in order to comply with Governor Cooper's Executive Order 121 to address the COVID-19 public health emergency.

Shriberg disclosed a social relationship with the applicants. He stated he did not feel the need to recuse himself. Santowasso disclosed a site visit, but did not have ex parte communication with the applicants.

Senior Planner Alex Cameron was sworn into the meeting by Latham.

Cameron stated the purpose of the public hearing was to receive testimony for a variance request from section 9.2a Tables of Dimensional Requirements for the property at 1 Inverrary Road, further identified by Moore County PID # 00013958. The property is located within the R-30 (Medium

Density Residential) Zoning District. Specifically, the applicant and owners, Thomas and Joan Moynihan, were requesting a variance to encroach approximate 3' 3 ¾" into the 60' lakefront/golf course setback to allow for the addition of a screened-in porch.

Cameron provided background information on the property and the request from his staff report. He entered the following documents into the record: staff report (exhibit A), application for variance (exhibit B), site plan (exhibit C), porch elevation (exhibit D), deed (exhibit E), release of utility easement (exhibit F), letter from Pinehurst LLC (exhibit G), original subdivision plat (exhibit H), and the draft board decision letter.

Kelley asked if the property lines extended into the lake, and where setbacks are measured from. Cameron stated the property lines could be, but that the setbacks are determined from the physical property line, not the lake itself.

Upon question by Latham, Cameron stated he reached out to Mr. Higgenbotham of Pinehurst LLC to confirm that he did author the letter (exhibit G).

Applicant and owner Thomas Moynihan was sworn into the meeting by Latham.

Moynihan submitted a letter authored by himself and a site plan from designer Mark Wesley Parson. These additional exhibits are located within the meeting case file at Pinehurst Village Hall. He stated that the hardship is not self-imposed, his lot is unique, is consistent with the spirit and intent of the ordinance, will not affect other properties, and has approval from Pinehurst LLC.

Upon question by Kelley, Moynihan stated there is an existing deck that will be extended and screened in.

Upon question by Burnett, Moynihan stated that the proposed porch would align with the main structure roofline. He stated they had to wait for the sewer line that ran through the property to be decommissioned before starting the proposed porch project.

Santowasso discussed Exhibit C, which showed surveyed property lines not in the lake, and the main house sited within the building envelope with a 30 foot setback.

Latham stated there were hearsay concerns with Exhibit G, Mr. Higginbotham's letter, since he was not present to verify it, but felt comfortable enough to consider the letter as evidence as Cameron verified it.

<u>Santowasso moved to close Public Hearing No. 1 and re-enter the regular meeting. Seconded by Kelley. Motion carried by a vote of 5-0.</u>

<u>Burnett moved to approve the variance request for the property at 1 Inverrary Road with the following findings of fact and conclusions of law:</u>

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

   The lot and the home are already existing legal non-conformities relative to golf course setbacks and minimum lot size.

B. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance;

The lot is triangular and the location of wetlands on the property lead to and impacted the location of the home on the lot.

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

The lot was platted in 1985 prior to the current zoning ordinance and was built in 2003 with an applicable 30' setback at the time. The current owner purchased the home in 2005 after the house was built.

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

The request is consistent with the spirit, purpose and intent of the ordinance as the lot and home are already existing legal non-conformities and there is no impact on public safety.

Seconded by Mr. Kelley. Motion carried by a vote of 5-0.

Roll Call

Shriberg	*Aye*
Santowasso	*Aye*
Burnett	*Aye*
Shumaker	*Aye*
Latham	*Aye*

IV. General Business

The Board thanked Kelley for his six years of service on the Planning & Zoning Board/BOA.

V. Next Meeting Date

A. Regular Meeting on May 7, 2020

Cameron stated there would be business for the Board.

VI. Motion to Adjourn

Shriberg moved to adjourn the meeting. Seconded Kelley. Motion carried by a vote of 5-0 at 5:58 pm.

Respectfully Submitted,

DRAFT

Kelly Brown
Administrative Specialist
Village of Pinehurst

A recording and videotape of this meeting are located on the Village website: www.vopnc.org.

The Village of Pinehurst is a charming, vibrant community which reflects our rich history and traditions. Mission: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors. Values: Service, Initiative, Teamwork, and Improvement.

DRAFT

BOARD OF ADJUSTMENT
REGULAR MEETING (ELECTRONIC)
THURSDAY, MAY, 7 2020
ZOOM MEETING PLATFORM &
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:00 PM

Board Members Present:	**Board Members Absent:**	**Staff Present:**
Julia Latham, Chair	None	Darryn Burich, Planning and Inspections Director
Leo Santowasso, Vice Chair		Alex Cameron, Senior Planner
Joel Shriberg		Kelly Brown, Administrative Assistant
Cyndie Burnett		
Jeramy Hooper		
Sonja Rothstein, Alternate		

I. Call to Order

Chair Latham called the meeting to order at 4:00 pm. The meeting was held electronically using the virtual meeting platform, Zoom, in order to comply with the governor's executive order addressing the COVID-19 pandemic. She confirmed a quorum was present with Mr. Santowasso physically present in Assembly Hall and the rest of the Board participating virtually. Ms. Rothstein was present as a non-voting alternate only.

Ms. Latham moved to seat Jeramy Hooper as a permanent member of the Board of Adjustment. Seconded by Mr. Santowasso. Motion carried by a vote of 4-0.

II. Public Hearing No. 1

The Board denied a previous variance request for the same property in 2003. The Board determined that there was substantial changes in the conditions or circumstances of the variance request and decided to hear the application.

Ms. Burnett moved to recess the regular meeting and enter into Public Hearing No. 1. Seconded by Mr. Santowasso. Motion carried by a vote of 5-0.

Mr. Shriberg, Ms. Latham, and Ms. Burnett disclosed that they are members of the Pinehurst Country Club, and all stated it would not affect their impartiality.

Senior Planner Alex Cameron was sworn into the public hearing by Ms. Latham.

Mr. Cameron stated that the purpose of the public hearing is to receive testimony for a variance request from Section 9.2a Tables of Dimensional Requirements for the property addressed as 10 Rockland Ln., further identified by Moore County PID # 00029602. This property is located within the R-10 (High Density Residential) Zoning District. Specifically, the applicant and owner, Kirk Adkins of Ennismore Properties, LLC, is requesting a variance from the 30' golf course setback to allow for a

15' setback. He provided background on the property and request from his staff report. Mr. Cameron entered the following documents into the record: exhibits A - P and the draft board decision letter.

Applicant and property owner Kirk Adkins was sworn into the public meeting by Ms. Latham. He provided a chronology of the property acquistion and setback application process. Mr. Adkins stated he would like to modify his variance request and ask for a 25' setback, instead of a 15' setback. He stated the proposed house location on the site plan encroached 3.72' into the northern setback. Mr. Adkins provided the following reasons for his request: 1) the property has three sides of 30' setbacks creating a unique building envelope 2) the north property line faces the halfway house owned by Pinehurst Resort and consequently no neighbor would be impacted by the variance; 3) the design of the house that is appropriate for the neighborhood and location overlooking the green cannot be built on the current building envelope as the proposed house is currently designed; 4) the north property line in which the variance is being requested is not in field-of-play; 5) many houses in the immediate neighborhood were built before the Village of Pinehurst adopted a development ordinance and were not subject to current setback requirements.

Mr. Santowasso asked Mr. Adkins if he would consider flipping the floor plan in order to see if it could fit within the current setbacks and be built without a variance. He added it may allow the driveway to be in safer location, provide better views of the golf course, and allow the golf cart garage entrance to face south and out of view of traffic coming down Doral Drive.

Vince Powierski of 255 Doral Drive was sworn into the public meeting. He questioned the variance request.

James Plankar of 30 Rockland Lane was sworn into the public meeting. He questioned the setback lines and stated he would support the variance request if the proposed house met all building requirements.

Peggy Raney of 275 Doral Drive was sworn into the public hearing. She did not support the variance request.

Derek Alty of 270 Doral Drive was sworn into the public hearing. He did not support the variance request.

The Board discussed continuing the meeting to allow Mr. Adkins time to submit a revised site plan to the Board showing the flipped floor plan of the psroposed house. Mr. Adkins agreed.

Mr. Santowasso moved to continue the public hearing to May 27th, 2020 at 4 pm via Zoom meeting platform and Assembly Hall. Seconded by Mr. Shriberg. Motion carried unanimously by a vote of 5-0.

Roll Call

Shriberg	*Aye*
Santowasso	*Aye*
Burnett	*Aye*
Hooper	*Aye*
Latham	*Aye*

III. Next Meeting Date

A. **Regular Meeting on June 4, 2020** (If the Board has business to conduct)

IV. Motion to Adjourn

Mr. Hooper moved to adjourn the meeting. Seconded by Mr. Santowasso. Motion carried by a vote of 5-0 at 5:50 pm.

Respectfully Submitted,

Kelly Brown
Administrative Specialist
Village of Pinehurst

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DRAFT

EXHIBIT C

ORDINANCE #17-12:

AN ORDINANCE AMENDING THE OFFICIAL PINEHURST ZONING MAP AS IT PERTAINS TO THE REZONING OF CERTAIN LAND LOCATED BETWEEN 224 FOXFIRE RD AND 376 FOXFIRE RD.

THAT WHEREAS, the Village Council of the Village of Pinehurst adopted a new Pinehurst Development Ordinance and Map on the 8th day of October, 2014, for the purpose of regulating planning and development in the Village of Pinehurst and the extraterritorial area over which it has jurisdiction; and

WHEREAS, said Ordinance and Map may be amended from time to time as circumstances and the best interests of the community have required; and

WHEREAS, a public hearing was held at 4:30 p.m. on August 8, 2017 in the Assembly Hall of the Pinehurst Village Hall, Pinehurst, North Carolina after due notice in the Pilot, a newspaper in Southern Pines, North Carolina, with general circulation in the Village of Pinehurst, and its extraterritorial jurisdiction, for the purpose of considering rezoning of two parcels of land consisting of approximately 28 acres. These properties are located between 224 Foxfire Road and 376 Foxfire Road. These properties are further defined as being Moore County LRK #'s 00020369 and 00020354. The properties are currently zoned R-210 Residential District (low density residential). This proposed map amendment would change the zoning of the properties to R-30-CD (R-30- Conditional District Medium Density Residential). The properties are currently vacant. The proposed use of the property is a 28 lot single family subdivision, at which time all interested citizens, residents and property owners in the Village of Pinehurst and its extraterritorial jurisdiction were given an opportunity to be heard as to whether they favored or opposed the proposed rezoning; and

WHEREAS, the Planning and Zoning Board has recommended the zoning map be amended; and

WHEREAS, the applicant has agreed upon the following condition(s):

1) **Waiver from section 3.02a of the Engineering Standards to allow the installation of ditch section roadways.**
2) **The development will petition for annexation into the Village of Pinehurst.**
3) **Minimum heated house square footage: 2,400 sq. ft.**
4) **Maximum heated house square footage: 3,599 sq. ft.**
5) **A landscape easement shall be provided along the rear of proposed lots adjoining properties to the subdivision as shown. The landscape easement shall be 10' wide and shall remain as undisturbed.**
6) **Open space lots along Foxfire Road (labeled as 'OS'), shall remain undisturbed except for installation of required infrastructure.**

EXHIBIT C

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled on this 12th day of September, 2017 as follows:

SECTION 1. That the Pinehurst Zoning Map of the Village of Pinehurst and its extraterritorial zoning jurisdiction be and the same hereby is amended by rezoning of approximately 28 acres located between 224 Foxfire Road and 376 Foxfire Road, further defined as being Moore County LRK #'s 00020369 and 00020354 from R-210 Residential District (low density residential) to R-30-CD (R-30- Conditional District Medium Density Residential).

SECTION 2. The rezoning map and general concept plan is attached hereto as Exhibit A and made a part hereof, the same as if included verbatim.

SECTION 3. This Ordinance shall be and remain in full force and effect from and after the date of its adoption.

Adopted this 12th day of September, 2017.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: Nancy Roy Fiorillo
Nancy Roy Fiorillo, Mayor

Attest:

Lauren M. Craig
Lauren M. Craig, Village Clerk

Approved as to Form:

Michael J. Newman, Village Attorney

EXHIBIT A

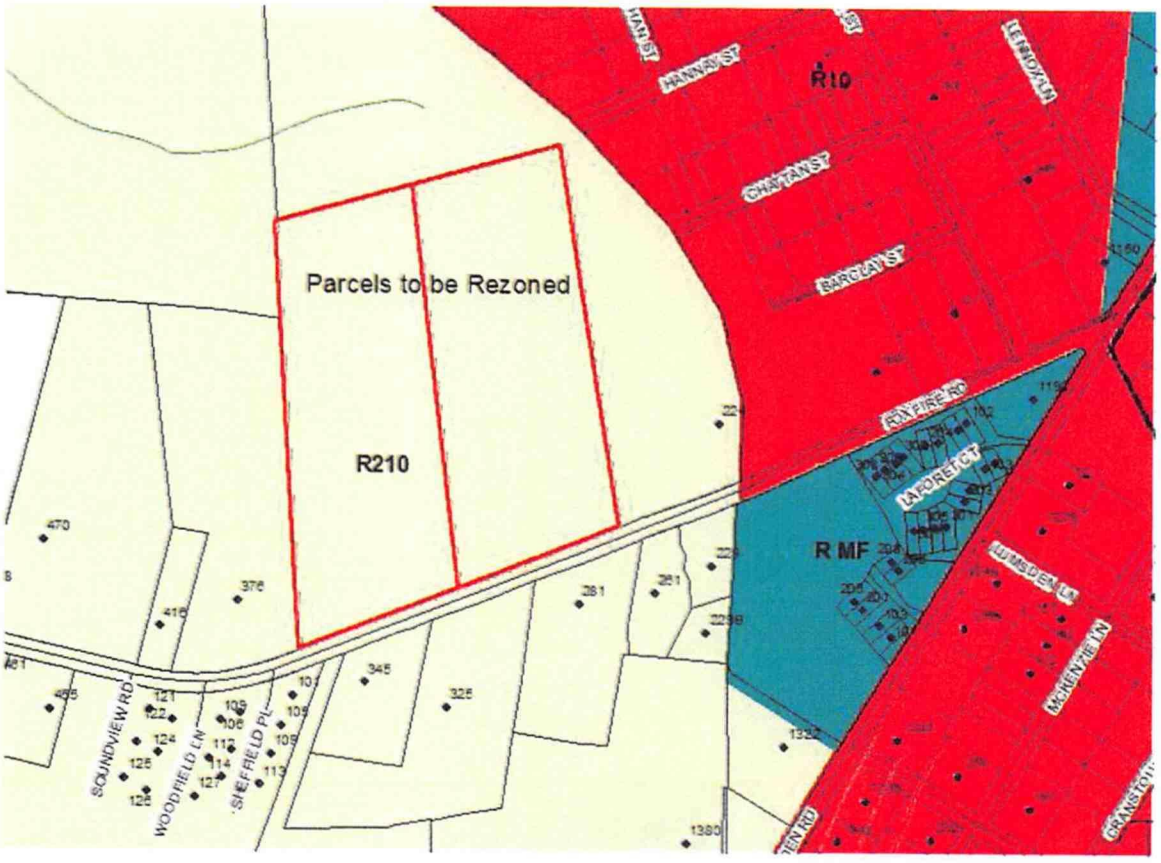

Parcels to be Rezoned
R210
R10
R MF
HANNA ST
CHATTAN ST
BARCLAY ST
LEMON LN
ROYFIRE RD
LAFORET CT
LUMSDEN LA
MCKENZIE LN
SOUNDVIEW RD
WOODFIELD LN
SHEFFIELD PL
470
376
416
345
325
261
1380

EXHIBIT C

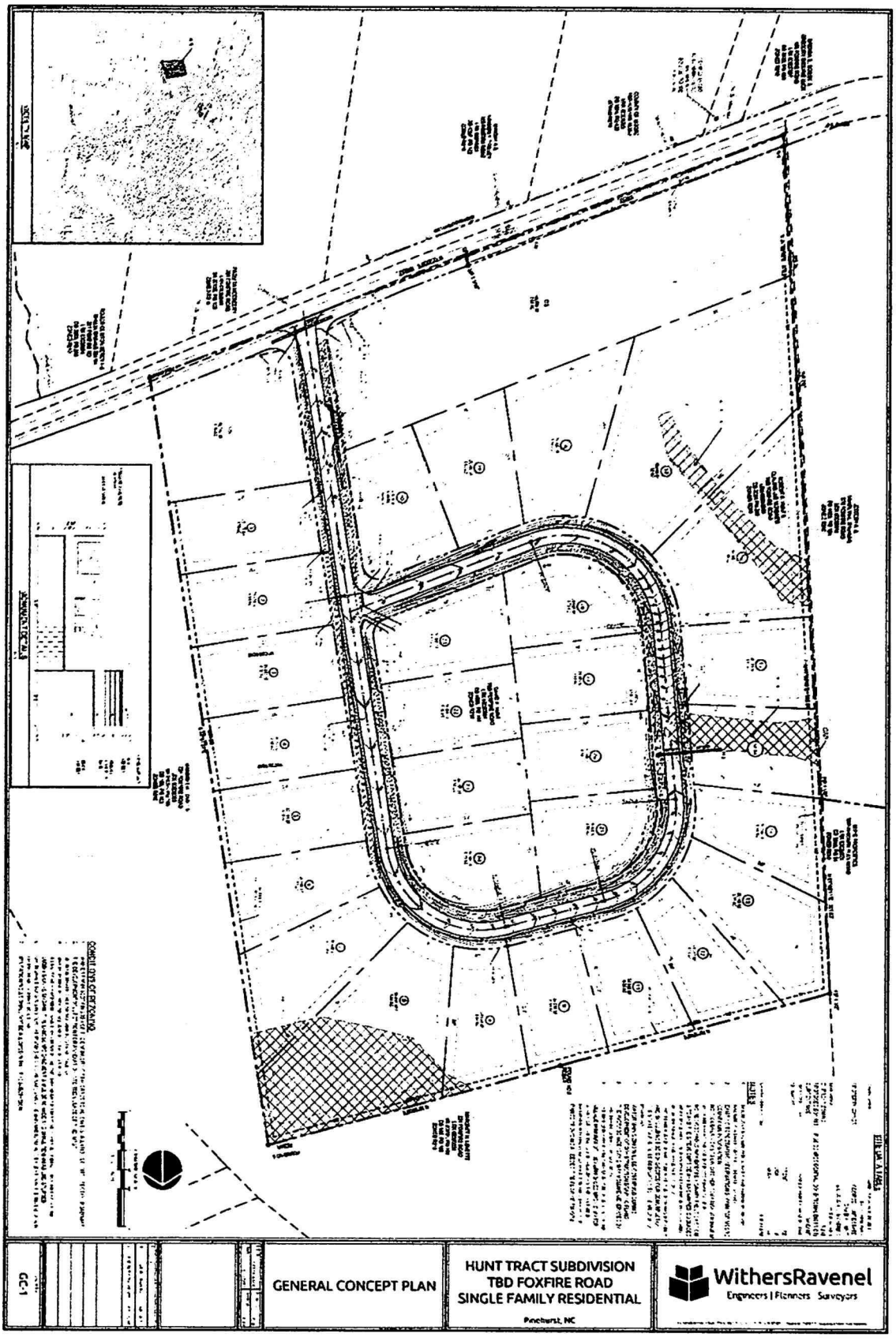

GENERAL CONCEPT PLAN
HUNT TRACT SUBDIVISION
TBD FOXFIRE ROAD
SINGLE FAMILY RESIDENTIAL
Pinehurst, NC
WithersRavenel
Engineers | Planners Surveyors
GC-1

EXHIBIT B

1895 VILLAGE OF PINEHURST

HISTORY, CHARM, AND SOUTHERN HOSPITALITY

March 20, 2020

Mr. Ben Stahl
Property Owner
822 Winston Pines Dr.
Pinehurst, NC 28374
(706) 304-3781

CC: Ken Bass
GWB Construction LLC
120 Chesterfield Drive
Pinehurst, NC 28374
(910) 528-6481

RE: Fence located in the rear yard at 822 Winston Pines Dr. PID #20180553

This letter is to inform you of Planning Staff's determination regarding the location of the fence in the rear yard at the property addressed as 822 Winston Pines Drive further identified as PID #20180553. Staff has determined that the fence **cannot** be located within the 10' undisturbed landscape easement at the rear of the property as shown on the approved final plat (attached) and recorded with the Moore County Register of Deeds shown in plat cabinet 17, slide 930. The 10' undisturbed landscape easement was a mutually agreed upon condition of the approval of the rezoning request by Village Council and is shown on the approved General Concept Plan and included in Ordinance 17-12 (attached).

Moving forward there are two options. The first option is to move the fence and locate it outside of the 10' undisturbed landscape easement. The Village will assist you with this and once the fence is relocated, staff can conduct a follow up inspection to determine compliance and close the issue.

The other option is to appeal this administrative determination by staff. Any appeal of an administrative determination must be made in accordance with Section 5.3 of the Pinehurst Development Ordinance and NCGS 160A-393. The appeal must be made within thirty (30) days after receipt of this letter. An application for an appeal (attached) shall contain the information required on the form and state the grounds for the appeal. Please contact Alex Cameron, Senior Planner at (910) 295-8664 or acameron@vopnc.org to assist with the filing for such application. Once an application is received and deemed to be complete, the appeal can be scheduled for consideration by the Zoning Board of Adjustment in a public hearing.

EXHIBIT B

If you have any questions regarding this letter or any of the options prescribed within, please do not hesitate to contact me.

Sincerely,

Darryn Burich
Planning & Inspections Director
(910) 295-8658
dburich@vopnc.org

Attachments:

- Final Plat
- Ordinance 17-12
- Application for an Appeal

EXHIBIT B

930

WINSTON PINES FINAL PLAT
PINEHURST, INC.

MINERAL SPRINGS TWP., MOORE COUNTY, N.C.
OWNERS: BASS DESIGN AND DEVELOPMENT, LLC
DEED REFERENCE: DEED BOOK 4876, PAGE 479
DEED REFERENCE: DEED BOOK 4876, PAGE 482

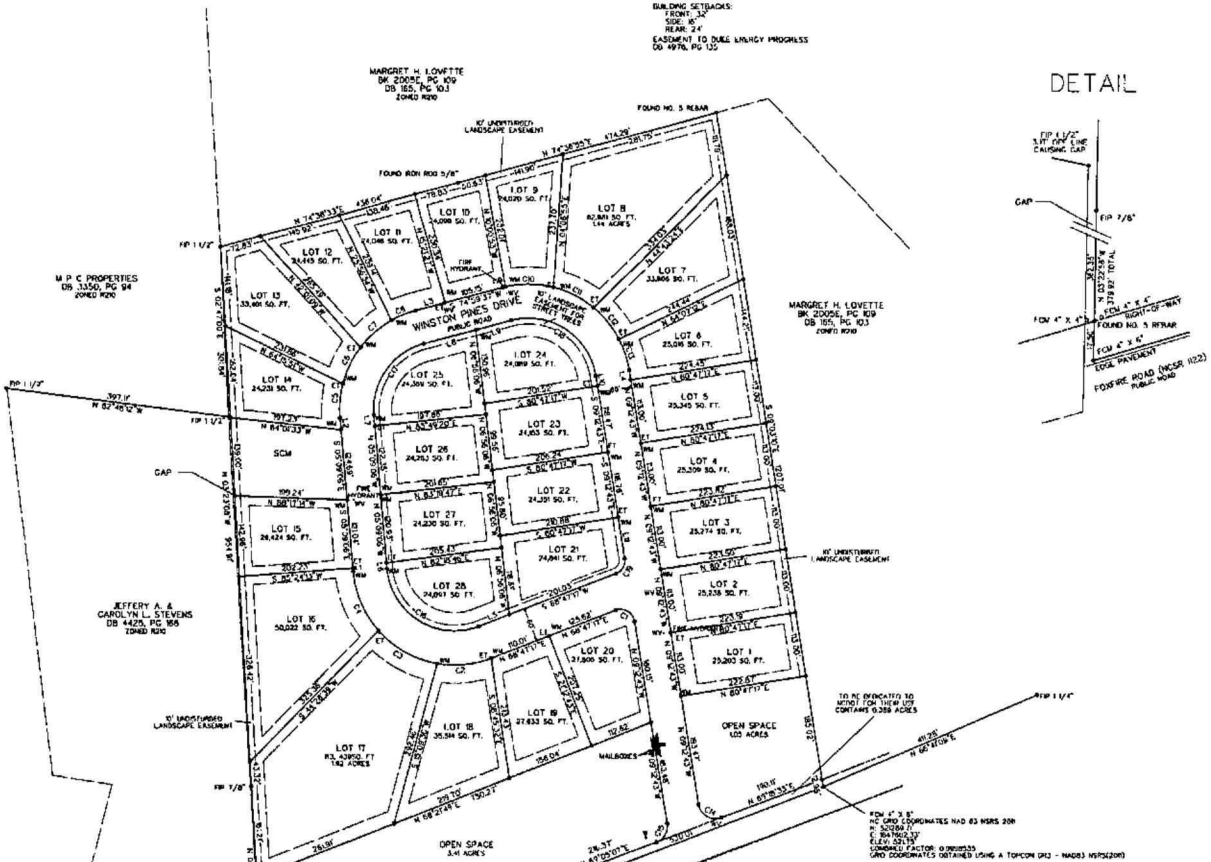
PROPERTY HAS BEEN RCZONED FROM R-20 TO H-30-CD WITH THE FOLLOWING CONDITIONS:
1) WAIVER FROM SECTION 3.02e OF THE ENGINEERING STANDARDS TO ALLOW THE INSTALLATION OF DITCH SECTION ROADWAYS
2) THE DEVELOPMENT WILL PETITION FOR ANNEXATION INTO THE VILLAGE OF PINEHURST
3) MINIMUM HEATED HOUSE SQUARE FOOTAGE: 2,400 SQ. FT.
4) MAXIMUM HEATED HOUSE SQUARE FOOTAGE: 3,999 SQ. FT.
5) A LANDSCAPE EASEMENT SHALL BE PROVIDED ALONG THE REAR OF PROPOSED LOTS ADJOINING PROPERTIES TO THE SUBDIVISION AS SHOWN. THE LANDSCAPE EASEMENT SHALL BE 10' WIDE AND SHALL REMAIN AS UNDISTURBED
6) OPEN SPACE LOTS ALONG FOXFIRE ROAD (LABELLED AS "OS"), SHALL REMAIN UNDISTURBED EXCEPT FOR INSTALLATION OF REQUIRED INFRASTRUCTURE.

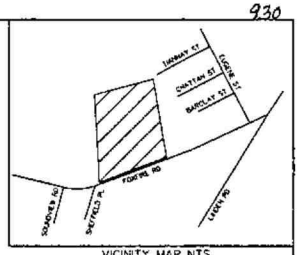
NOTE:
TRACT CONTAINS 28.004 ACRES
0.369 IN R/W, 27.635 NET
AREA BY COORDINATE METHOD
PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO MAP NUMBER 3710862200J OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, EFFECTIVE DATE: OCTOBER 17, 2006
PIN 854785782R0, PARID 00020354
PIN 854785886R0, PARID 00020389
ZONED R-30 CD
GRID COORDINATES OBTAINED USING A TOPCON GR3 - NAD83 NSRS(2011)
TOTAL NUMBER OF LOTS: 28
SMALLEST LOT: 24,020 SQ. FT.
TOTAL LINEAR FEET IN STREETS: 2292.27'
BUILDING SETBACKS:
FRONT: 30'
SIDE: 15'
REAR: 24'
EASEMENT TO DUKE ENERGY PROGRESS
DB 4976, PG 135

PLAT CABINET 17 SLIDE 930

FOR REGISTRATION REGISTER OF DEEDS
MOORE COUNTY
November 26, 2018 01:09:04 PM
Book 17 Page 930-930
FEE: $21.00
INSTRUMENT # 201811668

NC GRID NORTH (NAD83) NSRS (2011)





VICINITY MAP NTS

REVISIONS:
1/03/18 - ADD ZONING CONDITIONS AND REVISE NOTES
3/19/18 - FINAL SUBDIVISION PLAT
4/23/18 - REVISE CERTIFICATES

APPROVED FOR RECORDING BY THE VILLAGE PLANNER OF THE VILLAGE OF PINEHURST, NORTH CAROLINA ON THE 26th DAY OF MAY, 20 18 PURSUANT TO THE PINEHURST DEVELOPMENT ORDINANCE. MUST BE RECORDED WITHIN THIRTY (30) DAYS OF THIS DATE.

Alex Cameron
VILLAGE PLANNER
VILLAGE OF PINEHURST

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) OWNER (S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT THE PROPERTY IS WITHIN THE SUBDIVISION JURISDICTION OF THE VILLAGE OF PINEHURST AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT AND HEREBY ESTABLISH ALL LOTS AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACE TO THE PUBLIC OR PRIVATE USE AS NOTED

Bass Design & Development LLC
by: [signature] Its: Pres
OWNER(S)

STATE OF NORTH CAROLINA
COUNTY OF MOORE

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

DATE 11/26/2018 REVIEW OFFICER [signature]

THESE PARCELS ARE LOCATED NEAR AN AREA THAT IS PRESENTLY USED FOR AGRICULTURAL PURPOSES. NORMAL AGRICULTURAL OPERATIONS MAY CONFLICT WITH RESIDENTIAL LAND USE. N.C. BAR GENERAL STATUTES SECTION 106-701 PROVIDES SOME PROTECTION FOR EXISTING AGRICULTURAL OPERATIONS AGAINST NUISANCE LAWS.

CERTIFICATE OF SURVEY AND ACCURACY
I, DENNY L. BROWN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (SEE BOOK/PAGE RECORDED) AS SHOWN OR NOTED; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK/PAGE REFERENCED; THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000+; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE REGISTRATION NUMBER AND SEAL THIS 26th DAY OF NOVEMBER, 2018

PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER L3031

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE JURISDICTIONAL AREA OF THE VILLAGE OF PINEHURST AND THE VILLAGE HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER L3031

NOTE: ALL THE LOTS SHOWN ON THIS PLAT ARE PROPOSED TO BE SERVED BY PUBLIC WATER AND ONSITE SEWER SYSTEMS. THE LOTS ARE SHOWN MEET THE MINIMUM SIZE PRESCRIBED BY THE MOORE COUNTY HEALTH DEPARTMENT FOR SUCH SYSTEMS. HOWEVER, THE RECORDING OF THIS PLAT DOES NOT GUARANTEE THAT ANY SUCH LOTS WILL MEET THE REQUIREMENTS FOR THE APPROVAL BY THE HEALTH DEPARTMENT FOR SUCH ONSITE SYSTEMS

PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER L3031

Randy G. Gould HEREBY CERTIFY THAT THE WATER IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF MOORE COUNTY, NORTH CAROLINA OR THAT A PERFORMANCE BOND OR OTHER SUFFICIENT SURETY HAS BEEN PROVIDED TO ASSURE COMPLETION OF THE REQUIRED IMPROVEMENTS.

SIGNATURE OF AUTHORIZED AGENT OF VILLAGE PROVIDER — DATE 11/29/18

CURVE	Arc	Delta Angle	Chord	Ch Bearing	Radius	Tangent
C1	44.51'	101°56'56"	38.88'	N 80°03'43"W	25.00'	30.87'
C2	96.90'	30°50'38"	95.73'	S 84°09'36"W	180.00'	49.65'
C3	121.13'	38°33'30"	118.86'	N 87°09'20"W	180.00'	62.68'
C4	116.95'	37°39'29"	113.71'	N 23°28'55"W	180.00'	60.63'
C5	61.61'	19°36'44"	61.31'	N 04°39'16"E	180.00'	31.08'
C6	71.46'	22°39'03"	70.78'	N 25°47'09"E	180.00'	36.05'
C7	73.07'	23°14'23"	72.57'	N 46°43'53"E	180.00'	37.02'
C8	46.00'	14°38'30"	45.87'	N 87°40'22"E	180.00'	23.13'
C9	5.31'	0°16'15"	5.31'	N 75°32'13"E	180.00'	2.75'
C10	85.43'	27°14'31"	84.63'	S 89°39'24"E	180.00'	43.53'
C11	80.45'	25°30'38"	79.78'	S 63°15'23"E	180.00'	40.91'
C12	71.39'	22°13'21"	70.92'	S 39°03'24"E	180.00'	36.11'
C13	58.77'	18°30'58"	57.92'	S 18°28'12"E	180.00'	29.74'
C14	53.22'	60°36'27"	49.57'	S 60°01'5"E	50.00'	29.57'
C15	45.87'	78°03'02"	37.78'	N 29°46'48"E	30.00'	24.32'
C16	222.13'	106°03'37"	191.75'	N 58°10'54"W	120.00'	159.42'
C17	187.85'	80°08'43"	154.50'	N 34°55'15"E	120.00'	109.83'
C18	209.63'	99°47'40"	178.07'	S 27°08'33"E	120.00'	137.19'
C19	34.03'	78°00'06"	31.47'	S 29°47'11"W	25.00'	20.24'

LINE	BEARING	DISTANCE
L1	N 05°09'06"W	6.78'
L2	N 15°09'06"W	20.28'
L3	N 14°59'37"E	54.46'
L4	S 09°02'43"E	16.83'
L5	S 88°47'17"W	37.68'
L6	N 09°09'06"W	10.18'
L7	N 09°09'06"W	18.03'
L8	N 14°38'37"E	49.82'
L9	N 14°59'37"E	84.54'
L10	S 09°02'43"E	11.88'
L11	S 09°02'43"E	13.69'

CERTIFICATE OF APPROVAL FOR RECORDING
I HEREBY CERTIFY THAT THE PLAT HAS BEEN COMPLIED WITH THE VILLAGE OF PINEHURST WATERSHED PROTECTION ORDINANCE AND IS CONSIDERED BY MYSELF AS SUFFICIENT TO BE ACCEPTABLE FOR RECORDING IN THE MOORE COUNTY REGISTER OF DEEDS OFFICE.

11/26/18 DATE — Alex Cameron WATERSHED ADMINISTRATOR

NOTE: THIS PROPERTY IS LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED - DEVELOPMENT RESTRICTIONS MAY APPLY.

© 2017 BENNY L. BROWN, ALL RIGHTS RESERVED

100' 50' 0' 100' 200'

LEGEND
FP FOUND IRON PIPE
SIP SET IRON PIPE
FCM FOUND CONCRETE MONUMENT
SCM SET CONTROL MILL SPIKE
LWP LIGHTED WOOD POLE
NWP NEW WOOD POLE
GP GUY/POLE FOUND
SGL GUY/POLE SET
PP TELEPHONE PEDESTAL
EX ELECTRICAL PEDESTAL
PP POWER POLE
WM WATER METER
BOD BEGIN OF DRAINAGE

SURVEY FOR:
GWB CONSTRUCTION
120 CHESTERFIELD DRIVE
PINEHURST, NC 28374

DATE 9/24/18
FILE NO 6717
SCALE 1" = 100'

BENNY L. BROWN
Professional Surveyor
538 NC HWY 24
P.O. BOX 367
BEST END, N.C. 28376
(910) 673-1446

EXHIBIT B

ORDINANCE #17-12:

AN ORDINANCE AMENDING THE OFFICIAL PINEHURST ZONING MAP AS IT PERTAINS TO THE REZONING OF CERTAIN LAND LOCATED BETWEEN 224 FOXFIRE RD AND 376 FOXFIRE RD.

THAT WHEREAS, the Village Council of the Village of Pinehurst adopted a new Pinehurst Development Ordinance and Map on the 8th day of October, 2014, for the purpose of regulating planning and development in the Village of Pinehurst and the extraterritorial area over which it has jurisdiction; and

WHEREAS, said Ordinance and Map may be amended from time to time as circumstances and the best interests of the community have required; and

WHEREAS, a public hearing was held at 4:30 p.m. on August 8, 2017 in the Assembly Hall of the Pinehurst Village Hall, Pinehurst, North Carolina after due notice in the Pilot, a newspaper in Southern Pines, North Carolina, with general circulation in the Village of Pinehurst, and its extraterritorial jurisdiction, for the purpose of considering rezoning of two parcels of land consisting of approximately 28 acres. These properties are located between 224 Foxfire Road and 376 Foxfire Road. These properties are further defined as being Moore County LRK #'s 00020369 and 00020354. The properties are currently zoned R-210 Residential District (low density residential). This proposed map amendment would change the zoning of the properties to R-30-CD (R-30- Conditional District Medium Density Residential). The properties are currently vacant. The proposed use of the property is a 28 lot single family subdivision, at which time all interested citizens, residents and property owners in the Village of Pinehurst and its extraterritorial jurisdiction were given an opportunity to be heard as to whether they favored or opposed the proposed rezoning; and

WHEREAS, the Planning and Zoning Board has recommended the zoning map be amended; and

WHEREAS, the applicant has agreed upon the following condition(s):

1) **Waiver from section 3.02a of the Engineering Standards to allow the installation of ditch section roadways.**
2) **The development will petition for annexation into the Village of Pinehurst.**
3) **Minimum heated house square footage: 2,400 sq. ft.**
4) **Maximum heated house square footage: 3,599 sq. ft.**
5) **A landscape easement shall be provided along the rear of proposed lots adjoining properties to the subdivision as shown. The landscape easement shall be 10' wide and shall remain as undisturbed.**
6) **Open space lots along Foxfire Road (labeled as 'OS'), shall remain undisturbed except for installation of required infrastructure.**

EXHIBIT B

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled on this 12th day of September, 2017 as follows:

SECTION 1. That the Pinehurst Zoning Map of the Village of Pinehurst and its extraterritorial zoning jurisdiction be and the same hereby is amended by rezoning of approximately 28 acres located between 224 Foxfire Road and 376 Foxfire Road, further defined as being Moore County LRK #'s 00020369 and 00020354 from R-210 Residential District (low density residential) to R-30-CD (R-30- Conditional District Medium Density Residential).

SECTION 2. The rezoning map and general concept plan is attached hereto as Exhibit A and made a part hereof, the same as if included verbatim.

SECTION 3. This Ordinance shall be and remain in full force and effect from and after the date of its adoption.

Adopted this 12th day of September, 2017.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: Nancy Roy Fiorillo
Nancy Roy Fiorillo, Mayor

Attest:

Lauren M. Craig
Lauren M. Craig, Village Clerk

Approved as to Form:

Michael J. Newman, Village Attorney

EXHIBIT B

EXHIBIT A

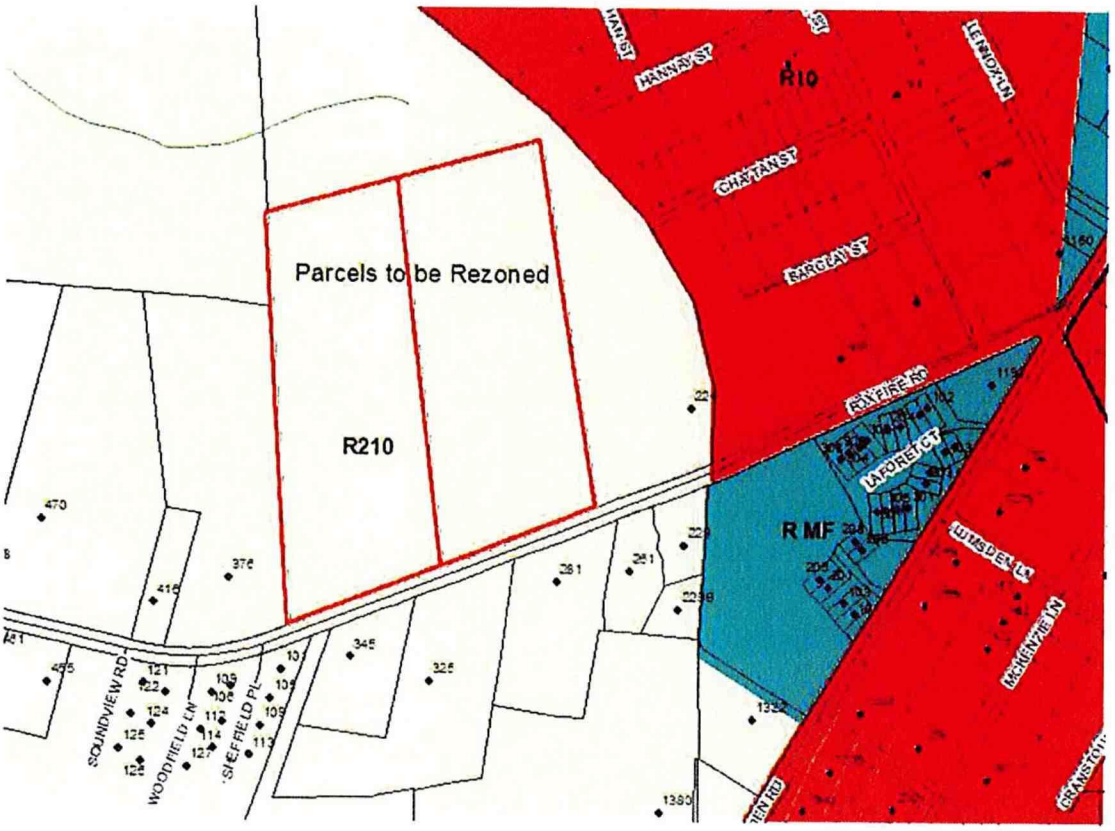


EXHIBIT B

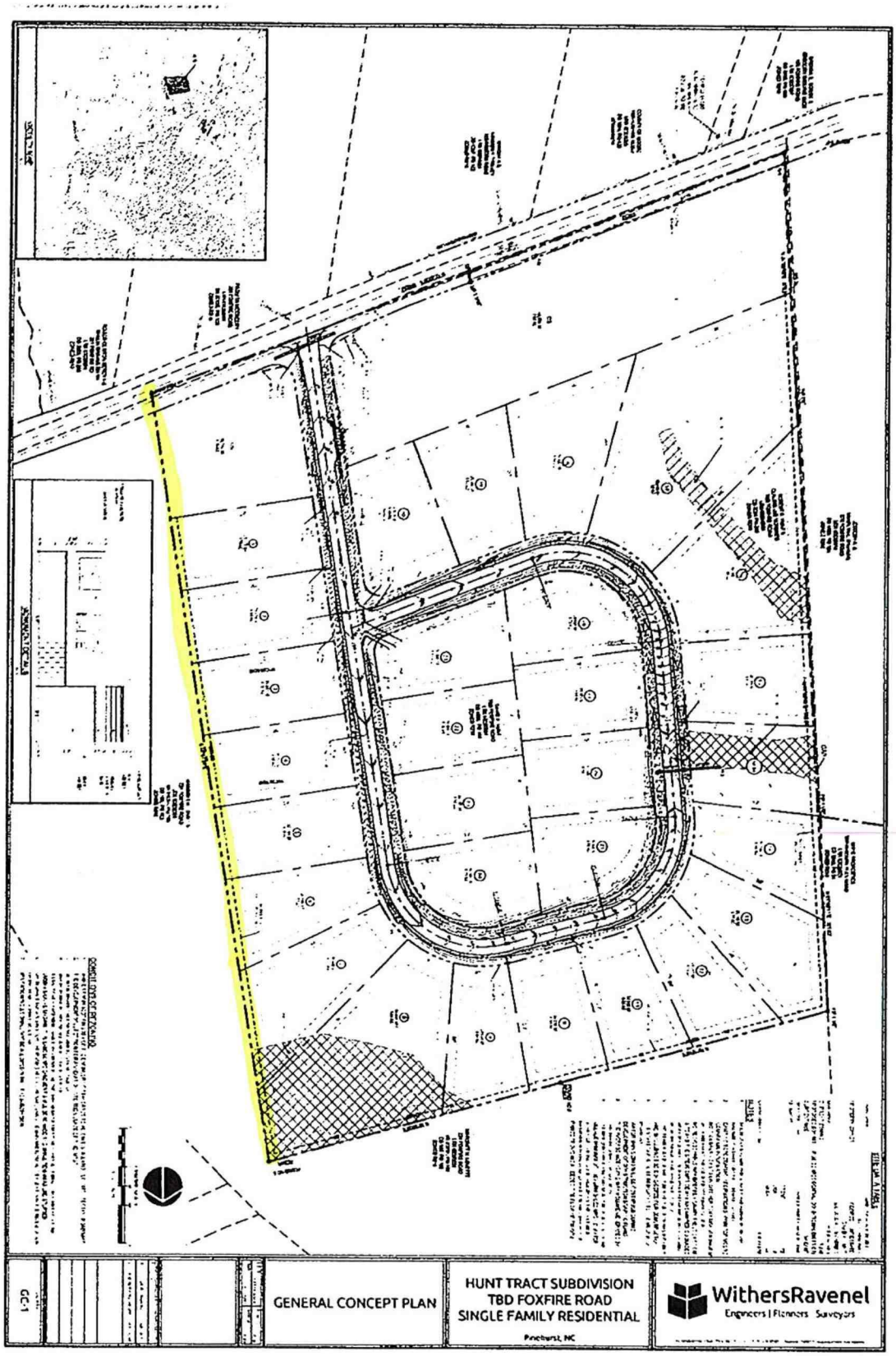

GC-1
GENERAL CONCEPT PLAN
HUNT TRACT SUBDIVISION
TBD FOXFIRE ROAD
SINGLE FAMILY RESIDENTIAL
Pinehurst, NC
WithersRavenel
Engineers | Planners Surveyors

EXHIBIT B

Appeal

Fee: $1000

(Revised 09/2019)

Appeal Information

An appeal of an administrative staff decision or decision made by the Historic Preservation Commission may be filed with the Village of Pinehurst Board of Adjustment, per Section 5.3 of the Pinehurst Development Ordinance (PDO).

In accordance with the provisions of Section 5.3.3 of the PDO and NCGS 160-A-393(d), the following persons shall have standing to file an appeal of a decision made by the Village of Pinehurst administrative staff or Historic Preservation Commission:

(1) Any person meeting any of the following criteria:
   a. Has an ownership interest in the property that is the subject of the decision being appealed, a leasehold interest in the property that is the subject of the decision being appealed, or an interest created by easement, restriction, or covenant in the property that is the subject of the decision being appealed.
   b. Has an option or contract to purchase the property that is the subject of the decision being appealed.
   c. Was an applicant before the decision-making board whose decision is being appealed.

(2) Any other person who will suffer special damages as the result of the decision being appealed.

(3) An incorporated or unincorporated association to which owners or lessees of property in a designated area belong by virtue of their owning or leasing property in that area, or an association otherwise organized to protect and foster the interest of the particular neighborhood or local area, so long as at least one of the members of the association would have standing as an individual to challenge the decision being appealed, and the association was not created in response to the particular development or issue that is the subject of the appeal.

(4) A city whose decision-making board has made a decision that the council believes improperly grants a variance from or is otherwise inconsistent with the proper interpretation of an ordinance adopted by that council.

This application must be completed in full and submitted with the associated fee listed in the Village's Fees and Charges Schedule, which can be accessed at www.vopnc.org/Home/ShowDocument?id=10100.

Intake Information

Property Address	
Street Address	
City, State, Zip Code	
Parcel ID #	

Owner Information			
Name		Home Phone #	
Street Address		Mobile Phone #	
City, State, Zip Code		Business Phone #	
Email			

EXHIBIT B

Appeal

Fee: $1000

(Revised 09/2019)

Applicant			
Name		Other Phone #	
Email		Street Address	
Mobile Phone #		City, State, Zip Code	

General Information

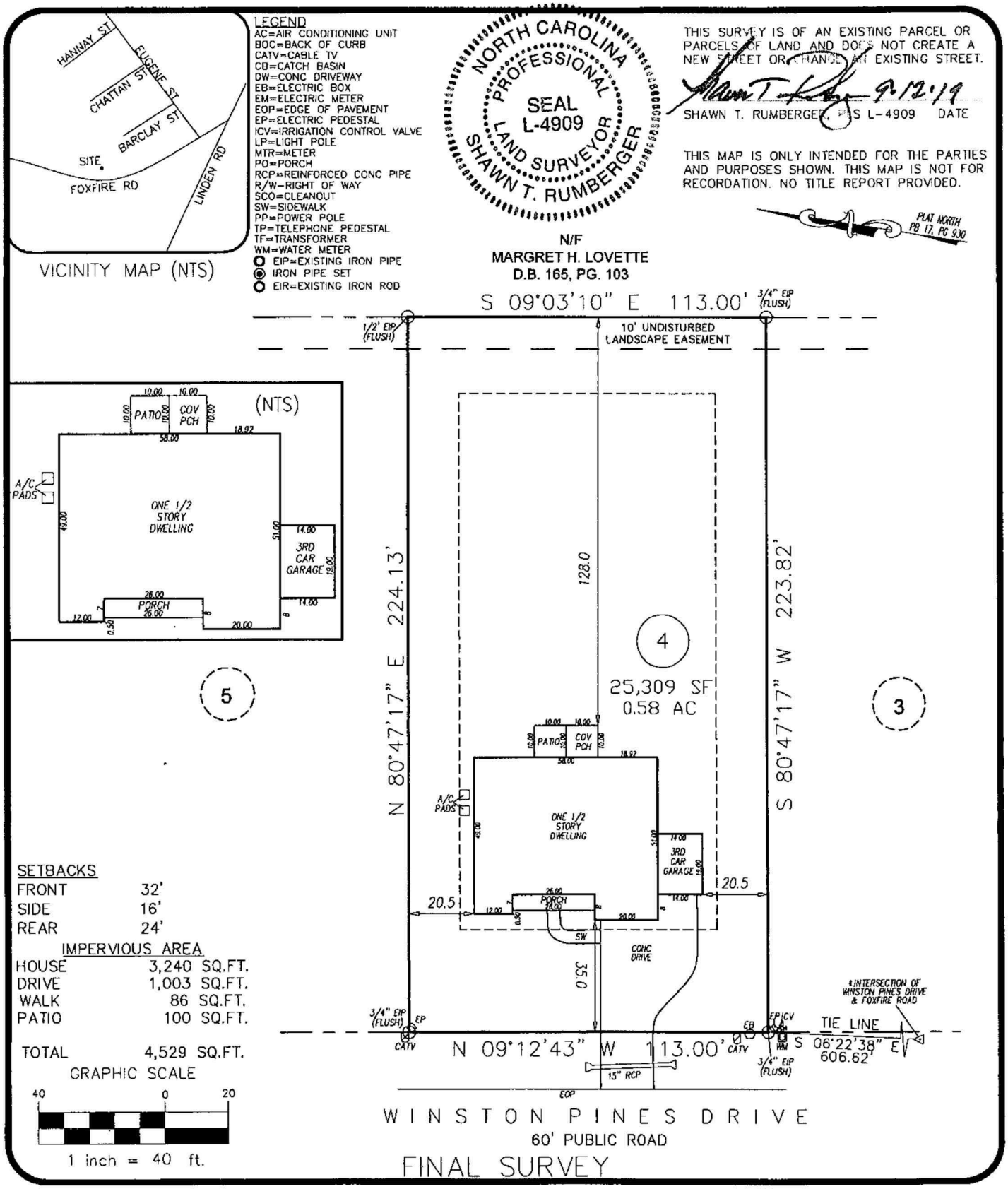
Appeal of Decision Made By	☐ Administrative Staff ☐ Historic Preservation Commission
Legal Basis for Person of Standing (NCGS 160A-393(d))	☐ Ownership Interest ☐ Applicant ☐ Village Council ☐ Option or Contract to Purchase Property ☐ Person Who Will Suffer Damages from Decision ☐ An Association Containing at Least one Person of Standing
Decision Being Appealed	
Appeal Reason & Justification	
Date of Notice of the Contested Decision	

Certification

I hereby certify that the information contained in this application is accurate and complete. I also confirm that I have read and understand the criteria that must be met in order to file this appeal.

Applicant Signature: _____ Date: _____

EXHIBIT F



FINAL SURVEY

PROJECT:	WINSTON PINES
DRAWN BY:	AMW/JER
SCALE:	1"=40'
DATE:	09-11-19

FOR
CAVINESS & CATES
822 WINSTON PINES DRIVE
LOT 4 WINSTON PINES SUBDIVISION
MINERAL SPRINGS TWP., MOORE CO., NC
P.B. 17, PG. 930

ECLS GLOBAL, INC
U.S. VETERAN-OWNED
19 N McKINLEY ST
COATS, NC 27521
910.897.3257 ECLSGLOBALINC.COM
910.897.2329 (FAX) CO#C-4175

EXHIBIT G
5 BR

MOORE COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SECTION
OPERATION PERMIT

Owner: Caviness + Cates Address: 822 Winston Pines Dr. Lot 4

Permit # 21560 Receipt # — LRK# 20354

Installer: Garner Septic Tank Service Telephone: 624-0808

Address: Raeford, NC

System Type: Pump to IQ4 Maximum Design Flow: 600 (gallons/day)

Wastewater Characteristics: Domestic

Septic Tank Capacity: 1250 (Gallons) Tank I.D. # GTS 1250, STB 272 GTS-1000, PT-214

Nitrification Line Dimensions: 190' x 3' total

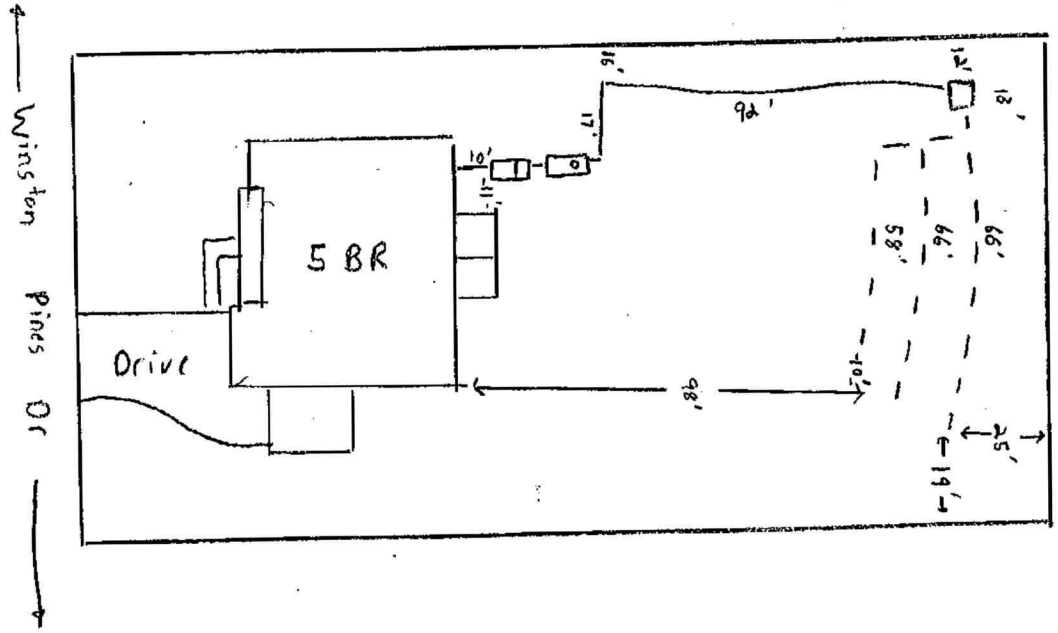
Effluent Distribution Device: d-box to serial Gravel Depth: —

Depth To: Top of Tanks: within 6 (Inches) Trench Bottom 18 - 28" (Inches)

Diagram of Actual Installation: (Depict Property Boundaries, Structures, Driveways, Trees, Water Lines, Water Supplies, Etc.)

Scale: — Inch = — Feet.

* Drawing is not to scale



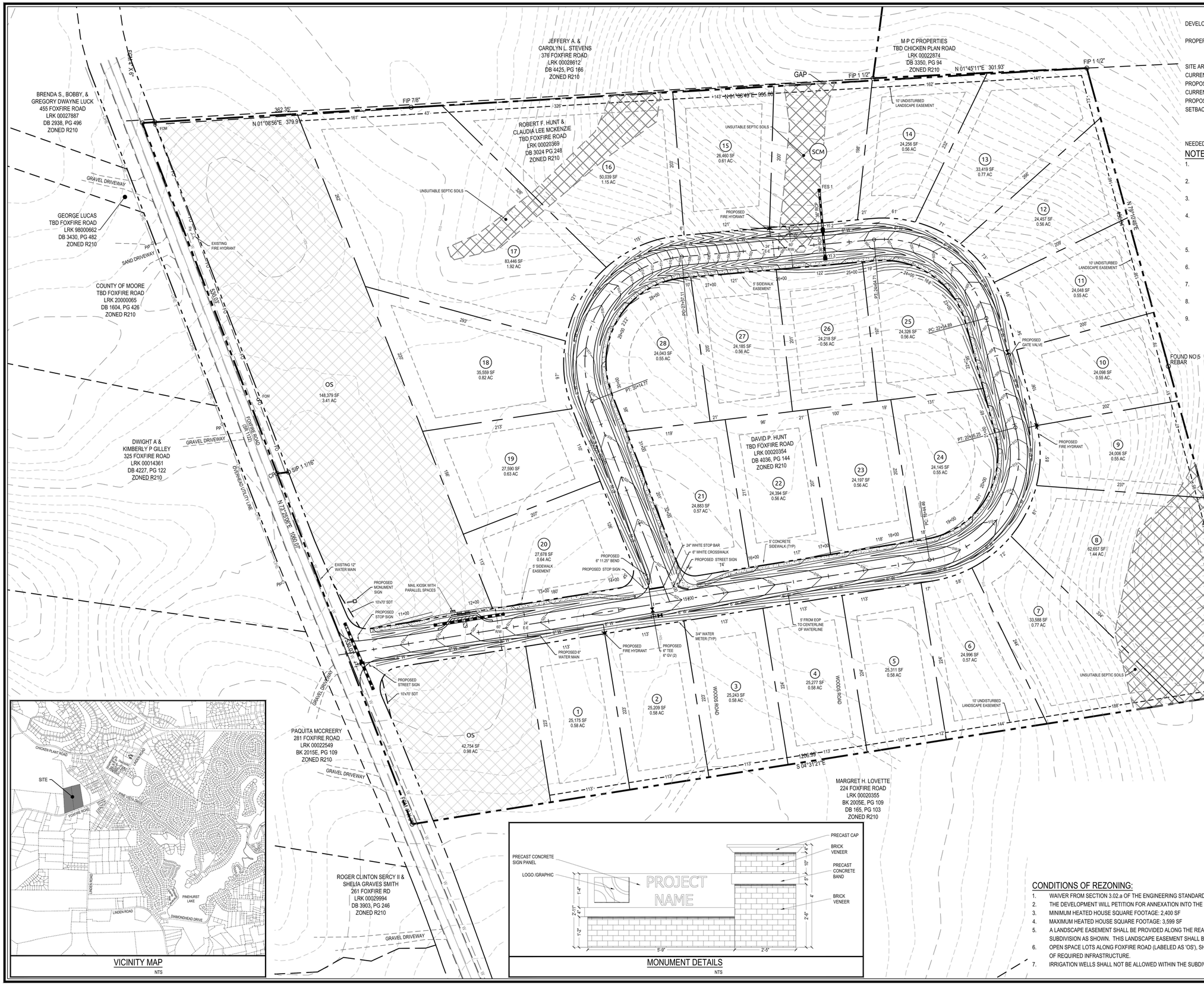
Comments and Conditions: Tanks, pressure line, and nitrification lines checked on 7/26/19

# of Attachments: —

Issued By: Aaron Ingle Date: 9/24/19

FINAL APPROVAL OF THIS SYSTEM SHALL INDICATE THAT THE SYSTEM HAS BEEN INSTALLED IN ACCORDANCE WITH APPLICABLE PERMIT CONDITIONS, LAWS AND RULES, BUT IN NO WAY SHOULD BE TAKEN AS A GUARANTEE THAT THE SYSTEM WILL FUNCTION SATISFACTORILY FOR ANY GIVEN TIME.

EXHIBIT D



SITE DATA TABLE

DEVELOPER	GWB CONSTRUCTION, LLC ATTN: KEN BASS
PROPERTY OWNER	GEORGE HUNT ESTATE, DAVID P. HUNT, & CLAUDIA L. MCKENZIE
SITE AREA	28.006 ACRES
CURRENT ZONING	R-210
PROPOSED ZONING	R-30-CD (RESIDENTIAL CONDITIONAL DISTRICT)
CURRENT USE	VACANT
PROPOSED USE	SINGLE FAMILY RESIDENTIAL
SETBACKS	
FRONT:	32'
SIDE:	16'
REAR:	24'
NEEDED FIRE FLOW	1,000 GPM

NOTES

1. BOUNDARY SHOWN PER SURVEY PREPARED BY BENNY BROWN, PLS DATED 4/13/17, UPDATED 7/10/17.
2. EXISTING TOPOGRAPHIC INFORMATION SHOWN PER MOORE COUNTY GIS INFORMATION.
3. NO FLOODPLAIN EXISTS ON SITE PER FEMA MAP 3710854200J WITH AN EFFECTIVE DATE OF OCTOBER 17, 2006.
4. NO RED-COCKADED WOODPECKER CAVITY TREES EXIST ON SITE AND THE SITE IS OUTSIDE ANY KNOWN RED-COCKADED WOODPECKER CLUSTERS PER LETTER FROM US FISH AND WILDLIFE SERVICE DATED APRIL 11, 2017.
5. THIS PLAN IS A GENERAL CONCEPT PLAN FOR REVIEW ONLY AND SHOULD NOT BE CONSIDERED FOR CONSTRUCTION.
6. THE STREETS ARE TO BE DEDICATED TO THE VILLAGE OF PINEHURST.
7. WATER MAIN SIZING WILL BE COMFIRMED DURING DEVELOPMENT OF CONSTRUCTION DRAWING PLANS.
8. THE AVERAGE WEEKDAY 2-WAY VOLUME GENERATED BY THIS DEVELOPMENT IS 322 TRIPS.
9. THE NEEDED FIRE FLOW CALCULATION DEFAULTS TO THE VILLAGE MINIMUM OF 1,000 GPM BASED UPON CHAPTER SEVEN OF THE ISO CODE, ASSUMING THE DISTANCE BETWEEN BUILDINGS WOULD FALL WITHIN THE 31'-100' RANGE PROVIDING A NEEDED FIRE FLOW OF 750 GPM.

CONDITIONS OF REZONING:

1. WAIVER FROM SECTION 3.02.a OF THE ENGINEERING STANDARDS TO ALLOW INSTALLATION OF DITCH SECTION ROADWAYS.
2. THE DEVELOPMENT WILL PETITION FOR ANNEXATION INTO THE VILLAGE OF PINEHURST.
3. MINIMUM HEATED HOUSE SQUARE FOOTAGE: 2,400 SF
4. MAXIMUM HEATED HOUSE SQUARE FOOTAGE: 3,599 SF
5. A LANDSCAPE EASEMENT SHALL BE PROVIDED ALONG THE REAR OF PROPOSED LOTS ADJOINING PROPERTIES TO THE SUBDIVISION AS SHOWN. THIS LANDSCAPE EASEMENT SHALL BE 10' WIDE AND SHALL REMAIN AS UNDISTURBED.
6. OPEN SPACE LOTS ALONG FOXFIRE ROAD (LABELED AS 'OS'), SHALL REMAIN UNDISTURBED EXCEPT FOR THE INSTALLATION OF REQUIRED INFRASTRUCTURE.
7. IRRIGATION WELLS SHALL NOT BE ALLOWED WITHIN THE SUBDIVISION.

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

HUNT TRACT SUBDIVISION
TBD FOXFIRE ROAD
SINGLE FAMILY RESIDENTIAL

Pinehurst, NC

GENERAL CONCEPT PLAN

Job No.	02170261.00	Drawn By	CJA
Date	5/2/2017	Designer	TLM

Revisions		
1	FOR APPROVAL	06/16/17
2	PER P&Z COMMENTS	07/16/17

Sheet No.
GC-1

K:\171-02\0170261-GWB - Hunt Site Pinehurst\CAD\Concept Plan\Concept Plan.dwg Thursday, July 13, 2017 11:01:55 AM MCKENZIE, TUCKER

EXHIBIT H
1390

1895 VILLAGE OF PINEHURST

Fence, Wall, or Column

(Revised 04/01/2019)

Permit Information

Requirements for fence, wall, and columns are described in Section 9.13 of the Pinehurst Development Ordinance (PDO). North Carolina Building Code requires fencing around swimming pools.

This application must be completed in full and submitted with the associated fee listed in the Village's Fees and Charges Schedule, which can be accessed at www.vopnc.org.

Intake Information

Property Address	
Street Address	822 Winston Pines
City, State, Zip Code	Aberdeen, NC 28374
Parcel ID #	

Owner Information			
Name	Caviness + Cates	Home Phone #	—
Street Address	639 Executive Pl. Ste 400	Mobile Phone #	—
City, State, Zip Code	Fayetteville, NC 28305	Business Phone #	910-481-0503
Email	—		

Applicant			
Name	LMS + Sons Homes, Inc.	Other Phone #	910-423-3703
Email	lmsandsonshomes@gmail.com	Street Address	4826 Arlington Street
Mobile Phone #	910-391-0648	City, State, Zip Code	Hope Mills, NC 28348

Licensed Professionals

License #s must include all letters and numbers as filed with the NC Licensing Board. If work is under $30,000 and a general contractor will not perform the work, enter applicant information in General Contractor fields and applicant phone # as the License #.

	General Contractor
License #	910-391-0648
Name	LMS + Sons Homes, Inc.
Street Address	4826 Arlington Street
City, State, Zip	Hope Mills, NC 28348
Phone #	910-423-3703
Email	lmsandsonshomes@gmail.com

RECEIVED
SEP 26 2019
PLANNING and INSPECTIONS DEPT.
VILLAGE OF PINEHURST

EXHIBIT H

1895 VILLAGE OF PINEHURST

Fence, Wall, or Column

(Revised 04/01/2019)

General Information

New or Existing	☒ New	☐ Existing	
Type of Work	☒ Fence	☐ Column	☐ Wall
Temporary	☐ Yes ☒ No		
Type of Use	☒ 1-2 Family Dwelling ☐ Accessory Building ☐ Multi-Family Dwelling ☐ Commercial/Industrial ☐ Other		
Type of Fence	☐ Brick ☐ Post and Rail ☐ Vinyl	☐ Chain Link ☐ Stone ☐ Wrought Iron	☐ Picket ☒ Wood Board, Shadow Board ☐ N/A
Fence Color	treated wood		
Fence Location	From near corner of house to back of yard.		
Front Height (in feet)	6'	Side 1 Height (in feet)	6'
Rear Height (in feet)	6'	Side 2 Height (in feet)	6'
Job Cost	$6,800.00		
Corner Lot	☐ Yes	☒ No	
Golf Course/Lake Lot	☐ Yes	☒ No	
Pool Enclosure	☐ Yes	☒ No	

Zoning Information

Zoning District		
Overlay District	☐ Historic Preservation Overlay District ☐ Pinehurst South Overlay District	☐ N/A

Required Documents

☒ Site Plan/Sketch Drawing

Additional Village Permits (As Applicable) – Must accompany this permit with the applicable fee

☐ Floodplain Development Permit - If located in a Flood Zone
☐ Certificate of Appropriateness (COA) – If located in the Historic Preservation Overlay District

EXHIBIT H

Fence, Wall, or Column
(Revised 04/01/2019)

Other Agency Permits/Approvals (As Applicable) - Per Section 4.2.6 of PDO

- ☐ Moore County Utilities Approval – If fence is located within a utility easement (recorded or unrecorded)
- ☐ US Fish and Wildlife Approval
- ☐ Other

Notice to Applicant

The undersigned Applicant makes this request subject to any recorded and/or unrecorded utility easements and any restrictive covenants that may affect the Applicant's property. The Village of Pinehurst makes no warranty, express or implied, concerning whether this application, if granted, would violate any easements or restrictive covenants affecting the Applicant's property.

By completing and submitting this application, you certify that this application and submittal is complete and accurate.

Applicant Signature: Patsy R Catto (Secretary) Date: 09/26/2018

EXHIBIT H

Because your name is reflected by the quality of your/our work!

LMS & SONS HOMES INC.

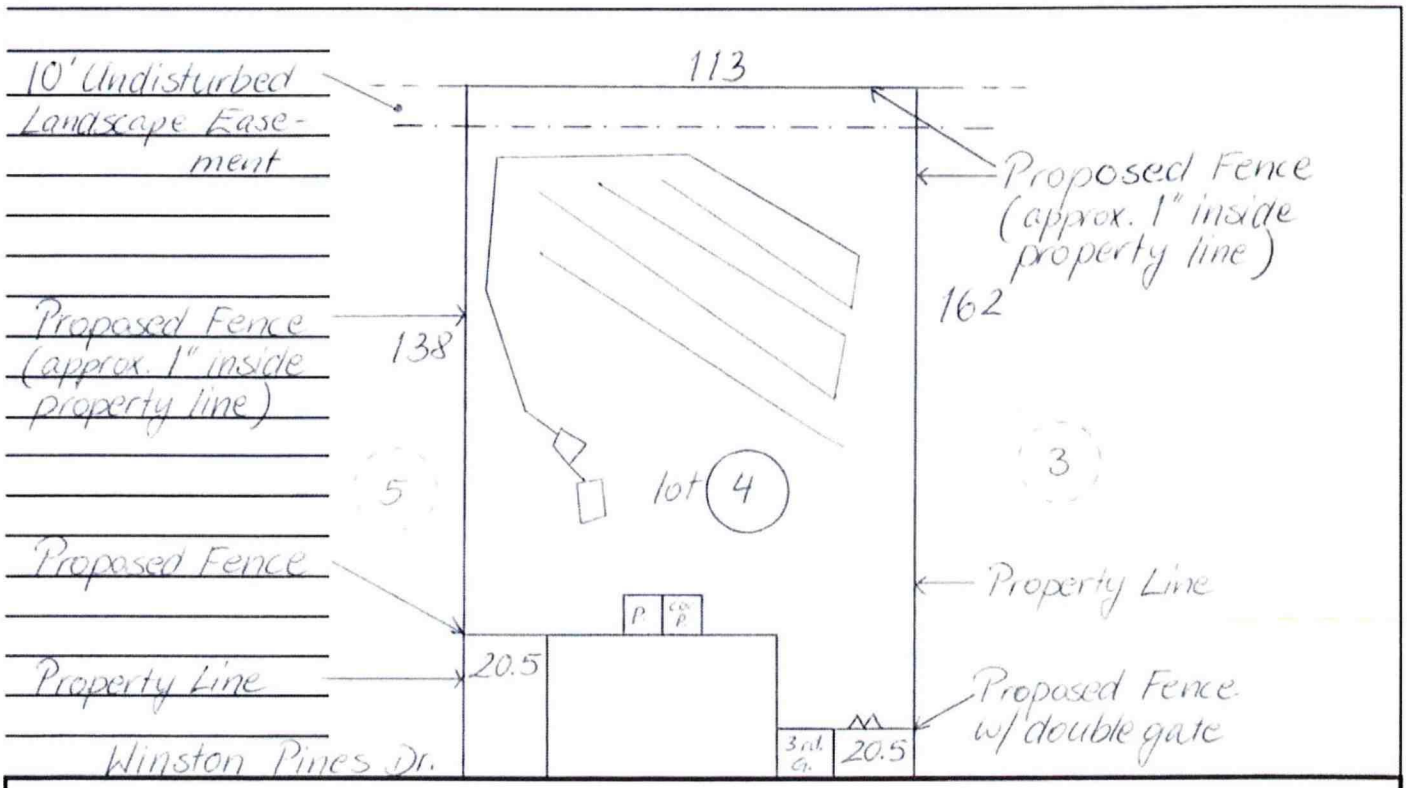
4826 Arlington Street
Hope Mills, NC 28348
910-391-0648

E-Mail: lmsandsonshomes@gmail.com
Fax- 910-423-3703
www.lmsandsonshomes.com

Date: 06/20/2019
scaled

Proposal/Agreement to: Caviness + Cates
Lot 4 Winston Pines

Terms: 454' x 6' Wood Privacy Fence H.D Design w/ double gate



We hereby propose to furnish material & labor- in accordance w/ above specificatios, for the sum of:

dollars ($ 6,800.00)

Payment to be made as follows: **Half down when poles are set; balance upon completion.**

Authorized Signature: Patrick K. Cates

Acceptance of Proposal- The above prices, specifications and conditions and are hereby accepted.

Date of acceptance- ➡ Signature:

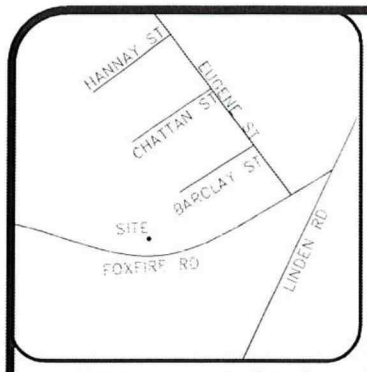
You are authorized to do work as specified. Payments will be made as specified above.

Date of acceptance- ➡ Signature:

Choose LMS for your: Fences Decks Pergolas Custom Framing Exterior Trim & Siding

Thank you for choosing LMS & Sons!
We appreciate your business!

EXHIBIT H



VICINITY MAP (NTS)

LEGEND
AC=AIR CONDITIONING UNIT
BOC=BACK OF CURB
CATV=CABLE TV
CB=CATCH BASIN
DW=CONC DRIVEWAY
EB=ELECTRIC BOX
EM=ELECTRIC METER
EOP=EDGE OF PAVEMENT
EP=ELECTRIC PEDESTAL
OHPL=OVERHEAD POWER LINE
LP=LIGHT POLE
MTR=METER
PO=PORCH
RCP=REINFORCED CONC PIPE
R/W=RIGHT OF WAY
SCO=CLEANOUT
SW=SIDEWALK
PP=POWER POLE
TP=TELEPHONE PEDESTAL
TF=TRANSFORMER
WM=WATER METER
EIP=EXISTING IRON PIPE
IRON PIPE SET
EIR=EXISTING IRON ROD

THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

SHAWN T. RUMBERGER, PLS L-4909 DATE

THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION. NO TITLE REPORT PROVIDED.

PLAT NORTH PB 17, PG 930

N/F
MARGRET H. LOVETTE
D.B. 165, PG. 103

S 09°03'10" E 113.00'

10' UNDISTURBED LANDSCAPE EASEMENT

NOTE: HOUSE SHOWN HEREON NOT REFLECTIVE OF OPTIONAL BRICK VENEER. PLEASE ALLOW 5" FOR BRICK

NOTE: SEPTIC SHOWN HEREON SCALED FROM PERMIT PROVIDED BY BUILDER.

N 80°47'17" E 224.13'

S 80°47'17" W 223.82'

128.0

4

25,309 SF
0.58 AC

5

3

PATIO
COV PCH
PROPOSED CC3107 ELEV. D
3RD CAR GARAGE
PORCH
SW
PROP CONC DRIVE
20.5
20.5
35.0

SETBACKS

FRONT	32'
SIDE	16'
REAR	24'

IMPERVIOUS AREA

HOUSE	3,222 SQ.FT.
DRIVE	951 SQ.FT.
WALK	88 SQ.FT.
PATIO	100 SQ.FT.
TOTAL	4,361 SQ.FT.

REVISION: CHANGED HOUSE PER PLANS PER REQUEST 01-15-19 SEER
REVISION: REMOVED LANDSCAPE LEGEND PER REQUEST 01-09-19 SEER
REVISION: ADDED LANDSCAPING AND LANDSCAPING LEGEND PER REQUEST 12-14-18 SEER

N 09°12'43" W 113.00'

WINSTON PINES DRIVE
60' PUBLIC ROAD

GRAPHIC SCALE
40 0 20
1 inch = 40 ft.

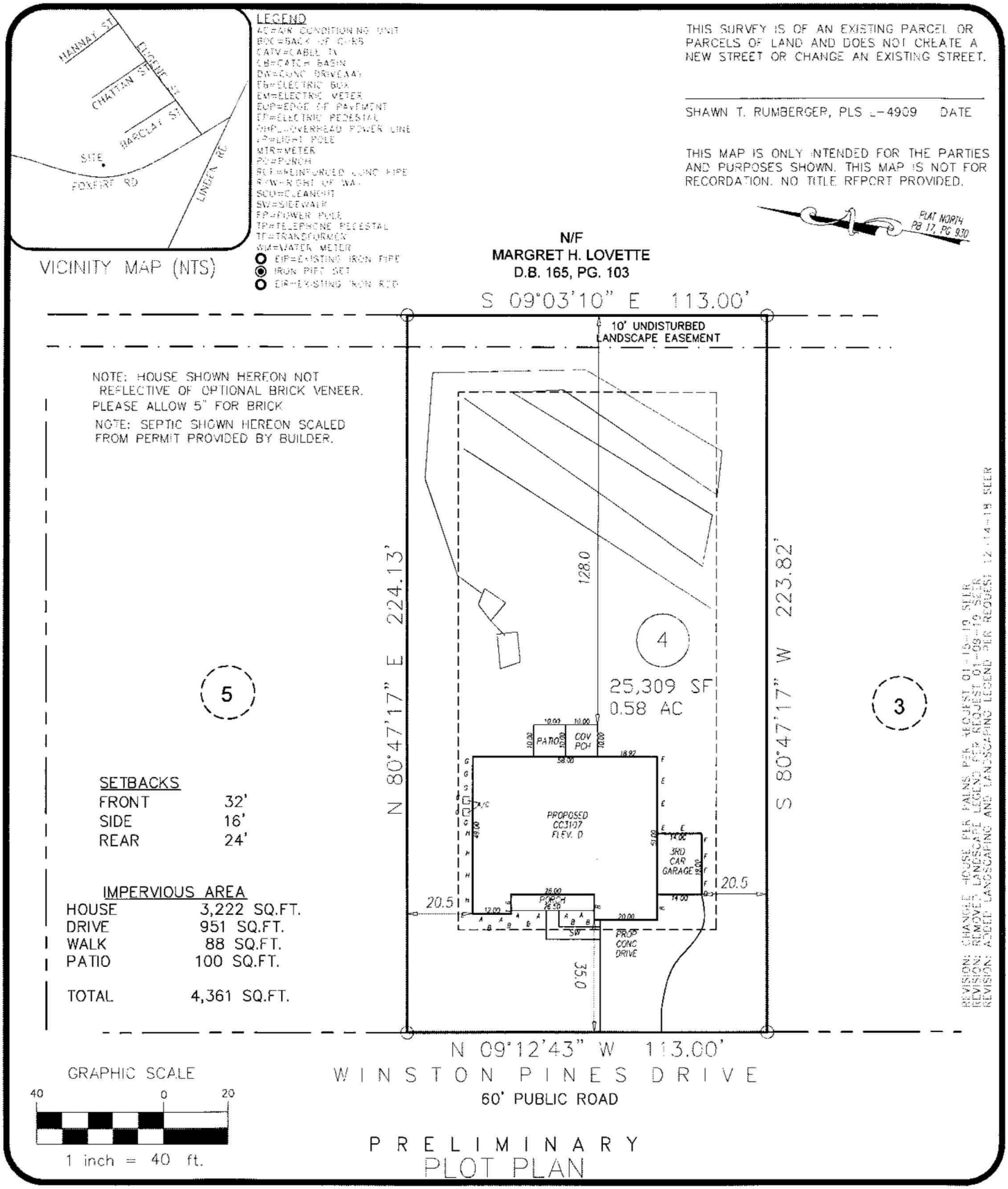
PRELIMINARY
PLOT PLAN

PROJECT:	WINSTON PINES
DRAWN BY:	AMW
SCALE:	1"=40'
DATE:	12-11-18

FOR
CAVINESS & CATES
WINSTON PINES DRIVE
LOT 4 WINSTON PINES SUBDIVISION
MINERAL SPRINGS TWP., MOORE CO., NC
P.B. 17, PG. 930

ECLS GLOBAL
U.S. VETERAN-OWNED
19 N McKINLEY ST
COATS, NC 27521
910.897.3257 ECLSGLOBAL.COM
910.897.2329 (FAX) CO#C-4175

EXHIBIT H



PROJECT: WINSTON PINES	FOR CAVINESS & CATES WINSTON PINES DRIVE LOT 4 WINSTON PINES SUBDIVISION MINERAL SPRINGS TWP., MOORE CO., NC P.B. 17, PG. 930	ECLS GLOBAL U.S. VETERAN-OWNED 19 N McKINLEY ST COATS, NC 27521 910.897.3257 ECLSGLOBAL.COM 910.897.2329 (FAX) CO#C-4175
DRAWN BY: AMW		
SCALE: 1"=40'		
DATE: 12-11-18		

EXHIBIT H

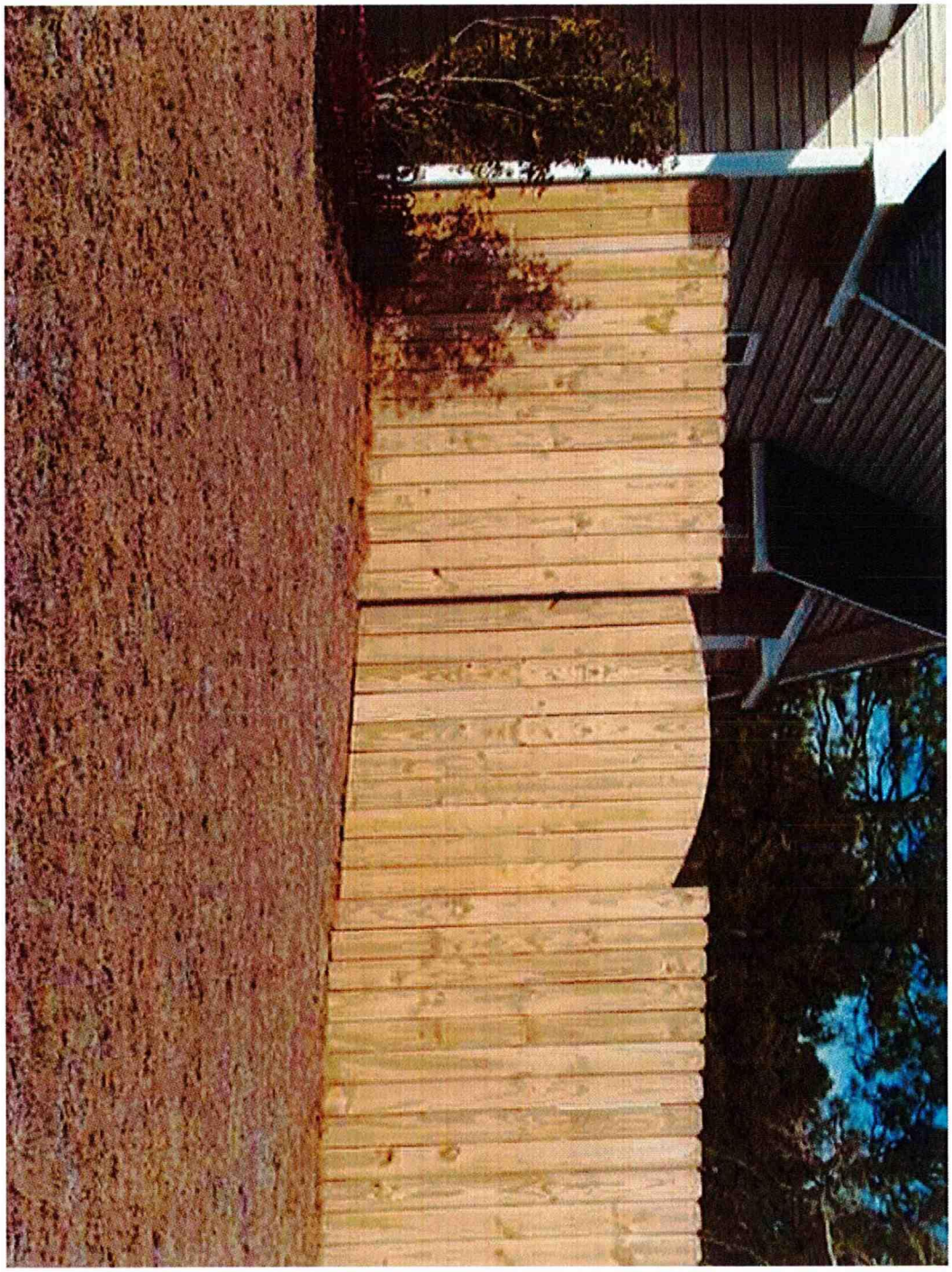


EXHIBIT H

VILLAGE OF PINEHURST
395 MAGNOLIA ROAD
910-295-2900
www.vopnc.org

Fence, Wall, or Column Permit Development Permit

Permit Number: BLD-2019-01390

Application Date: 10/1/2019

Applicant Name: LMS & SONS HOMES, INC.

Property Address:

Street: 822 WINSTON PINES DR PH 28315
Parcel ID #: 20180553

Description:

EXHIBIT H

Village of Pinehurst
395 Magnolia Road
Pinehurst, NC 28374
Telephone: 910-295-1900
www.vopnc.org

Permit No.: **BLD-2019-01390**
Type: **Fence, Wall, or Column Permit**
Date Issued: **10/01/2019**

PERMIT

Site Address: 822 WINSTON PINES DR, PH 28315

Parcel Number: 20180553
Construction Cost: $0.00

Existing Use:

Proposed Use:

Description of Work:

Owner
BASS DESIGN AND DEVELOPMENT, LLC
120 CHESTERFIELD DR
PINEHURST, NC 28374

Contractor

Applicant

License Number:

Fee Description	Qty	Amount ($)
Plan Review Fee	1	125.00
Inspection Fee	1	50.00
		$175.00

The issuance of this permit shall not prevent the building official from thereafter requiring the correction of errors in the plans and specifications or from preventing builiding operations being carried on thereunder when in violation of the Building Code or of any other ordinance of . Except as otherwise stated, a permit for construction under which no work is commenced within six months after issuance, or where the work commenced is suspended or abandoned for six months, shall expire, and fees paid shall be forfeited.

EXHIBIT J

For Registration Register of Deeds
Judy D. Martin
Moore County, NC
Electronically Recorded
June 18, 2019 11:52:02 AM
Book: 5148 Page: 442 - 446 #Pages: 5
Fee: $26.00 NC Rev Stamp: $0.00
Instrument # 2019008583

STATE OF NORTH CAROLINA

COUNTY OF MOORE

AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WINSTON PINES SUBDIVISION

THIS **AMENDMENT** TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WINSTON PINES SUBDIVISION is made this 12th day of June, 2019.

W I T N E S S E T H

WHEREAS, **Bass Design and Development, LLC**, a North Carolina Limited Liability Company, as ***Declarant,*** heretofore imposed certain conditions and restrictions on the property more fully described in **Plat Cabinet 17, Slide 930**, Moore County Public Registry (the Property), which conditions and restrictions are more particularly set forth in that certain document entitled "Declaration of Covenants, Conditions and Restrictions for Winston Pines" which is dated January 3, 2019 and which is recorded in **Deed Book 5075, Page 553**, Moore County Registry (the Declaration); and

WHEREAS, Article X provides that the Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; and,

WHEREAS, the ***Declarant*** and Caviness & Cates Building Development Company, a North Carolina Corporation, jointly represent in excess of 75% of the Lot Owners; and,

WHEREAS, the ***Declarant*** and Caviness & Cates Building Development Company desire to amend the Declaration to provide for clarification of the Declaration and preservation of the value of Winston Pines.

Submitted electronically by "Lorenz & Creed Law Firm PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Moore County Register of Deeds.

NOW, THEREFORE, the undersigned Lot Owners, for themselves, their heirs and assigns, do hereby amend the Declaration, subject to the mortgage approval, as follows:

First item: **Article III, Section S** is deleted and omitted in its entirety and substituted in its place is as follows:

1. All walls, fences, and hedges shall be controlled strictly for compliance with this Declaration and architectural standards established by the Declarant or the Association (directly or through its Architectural Committee).

2. Any and all wall or fence erected on any Lot, shall be constructed of wood, and shall be six (6) feet in height. Fences higher or lower than six (6) feet in height are prohibited. The design and specific material of all fences and walls shall be approved by the Declarant or the Architectural committee prior to any construction pursuant to the approval requirement of Article IX of this Declaration.

3. No wall, fence or hedge shall be planted or erected closer to the street on which the house fronts, than the rear corner of the house; provided however, that for houses with screened porches on the rear of the house, the fence may attach at either the front or back corner of the screened porch.

4. For **interior side Lot boundaries**, walls and fences must extend to the side boundary line.

5. Walls and Fences shall extend to the **rear Lot boundary line** despite buffer reservations, so long as no trees are felled when fencing along or to the rear boundary line. Therefore, if trees are located on the rear property line, then the fence shall not extend along the rear Lot boundary line. In the event trees are located on the rear property line (and fencing cannot extend directly along the rear Lot boundary line) the fence or wall shall extend in a straight line and parallel to the rear property line at a distance that is no less than the distance of the tree closest to the rear Lot boundary line and no more than five (5) feet from the rear Lot boundary line.

6. No double-fencing between Lots is permitted.

7. Any hedge shall not exceed six feet in height.

Second Item: **Article IV, Section A, iii,** of the Declaration is hereby amended such that the words "***Warren's Walk***" is deleted and omitted and substituted in its place are the words "**Winston Pines**."

EXHIBIT J

*IN WITNESS WHEREOF, the **Declarant** has caused this document to be executed with an effective date as indicated on the first page hereto.*

Bass Design and Development, LLC, a North Carolina Limited Liability Company

BY: _____

Kenneth H. Bass, Member-Manager

STATE OF NC

COUNTY OF Moore

I, Rhonda O'Brien, a Notary Public of the County and State aforesaid, certify that Kenneth H. Bass either being personally known to me or proven by satisfactory evidence (said evidence being _____), personally came before me this day and acknowledged that (s/he) is President [title of officer] of Bass Design and Development, LLC a North Carolina Limited Liability Company and that (s/he) as President, [title of officer] being authorized to do so, voluntarily executed the foregoing on behalf of said limited liability company for the purposes stated therein.

WITNESS my hand and official stamp or seal, this 17 day of June, 2019

_____

Notary Public

RHONDA O'BRIEN
Notary Public
Moore
County
My Comm. Exp.
06-07-2022
NORTH CAROLINA

My Commission Expires:

6/7/22

EXHIBIT J

IN WITNESS WHEREOF, Caviness & Cates Building Development Company has caused this document to be executed with an effective date as indicated on the first page hereto.

Caviness & Cates Building Development Company, a North Carolina Corporation

BY Diane DeMasandro
Name/office: Diane DeMasandro Corporate Secretary

STATE OF North Carolina
COUNTY OF Cumberland

I, Loretta J. Faircloth, a Notary Public of the County and State aforesaid, certify that Diane Della sandro either being personally known to me or proven by satisfactory evidence (said evidence being Personally Known), personally came before me this day and acknowledged that (s)he is Corporate Secretary [title of officer] of Caviness & Cates Building Development Company, a North Carolina Corporation and that (s)he, as Corporate Secretary [title of officer] being authorized to do so, voluntarily executed the foregoing on behalf of said corporation for the purposes stated therein.

WITNESS my hand and official stamp or seal, this 12th day of June, 2019.

LORETTA J. FAIRCLOTH NOTARY PUBLIC CUMBERLAND COUNTY, N.C.

Loretta J. Faircloth
Notary Public

My Commission Expires:
June 8, 2023

EXHIBIT J

Pursuant to Article X, the following it attached to this Amendment to certify its validity.

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS CONDITIONS AND RESTRICTIONS FOR WINSTON PINES

WINSTON PINES HOMEOWNERS ASSOCIATION, INC. A NORTH CAROLINA NON PROFIT CORPORATION:

BY: B – (Kenneth H. Bass, President).

STATE OF NC

COUNTY OF Moore

I, Rhonda O'Brien, a Notary Public of the County and State aforesaid, certify that Kenneth H. Bass either being ~~personally known to~~ me or proven by satisfactory evidence (said evidence being _____), personally came before me this day and acknowledged that (s)he is President [title of officer] of Winston Pines Homeowners Association, Inc. a North Carolina Non Profit Corporation and that (s)he as President, [title of officer] being authorized to do so, voluntarily executed the foregoing on behalf of said corporation for the purposes stated therein.

WITNESS my hand and official stamp of seal, this 17 day of June, 2019

Notary Public

My Commission Expires: 6/7/22

RHONDA O'BRIEN
Notary Public
Moore County
My Comm. Exp.
06-07-2022
NORTH CAROLINA

EXHIBIT I

For Registration Register of Deeds
Judy D. Martin
Moore County, NC
Electronically Recorded
January 4, 2019 3:13:28 PM
Book: 5075 Page: 553 - 569 #Pages: 17
Fee: $34.00 NC Rev Stamp: $0.00
Instrument # 2019000136

Prepared by & return to: Sandhills Law Group, Clark H. Campbell, Esq.

STATE OF NORTH CAROLINA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINSTON PINES

COUNTY OF MOORE

THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS (the "Declaration") is made this 3rd day of January 2019, by and between Bass Design and Development, LLC, a North Carolina limited liability company hereinafter called "Declarant" (whether one or more persons, firms, companies or corporations) and Winston Pines Homeowners Association, Inc., a North Carolina not for profit corporation (hereinafter "Association"). The designation Declarant as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

W I T N E S E T H:

WHEREAS, Declarant is the owner of certain property in Moore County, North Carolina, which is more particularly described as follows:

> All of the property known as Winston Pines Final Plat, Pinehurst, Mineral Springs Twp., Moore County as shown on that plat recorded in Plat Cabinet 17, Slide 930, Moore County registry; and also being fully described in those deeds recorded in Book 4876, page 479 and in Book 4876, page 482, Moore County Registry.

NOW, THEREFORE, Declarant hereby submits said property ownership pursuant to Chapter 47F of the General Statutes of North Carolina as amended, known as the "Planned Community Act" (herein the "Act"), and to that end does hereby publish and declare that all of the said property to be known as "Winston Pines" which shall be held, sold, and conveyed subject to the terms and provisions of the Act, the terms and provisions of which shall apply hereto and control, except as herein modified by the following easements, restrictions, covenants, conditions, uses and obligations which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

WHEREAS, in order to provide a coordination and continuity among the various phased communities, and the owners of Lots in Winston Pines, it is deemed appropriate to have an association in which all owners of Lots in Winston Pines are members; and,

WHEREAS, Declarant desires to have certain areas of Winston Pines owned by this Association and benefit all owners within Winston Pines; and,

Submitted electronically by "Sandhills Law Group"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Moore County Register of Deeds.

WHEREAS, Declarant has deemed it desirable for the efficient preservation, protection, and enhancement of the values and amenities in Winston Pines, and to insure the residents' enjoyment of the specific rights, privileges and easements in the common elements or common areas and facilities to create an organization o which will be delegated and assigned the powers of owning, maintaining and administering the common elements or common areas, facilities, and administering and enforcing the covenants, conditions and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WEHREAS, Declarant has incorporated under the laws of the State of North Carolina, as a not for profit corporation, Winston Pines Homeowners Association, Inc., for the purposed of exercising the functions aforesaid within the community known as Winston Pines;

NOW, THEREFORE, Declarant hereby submits said Property, and such additions thereto, and annexation thereto, as may hereafter be made pursuant to this Declaration, pursuant to Chapter 47F of the General Statutes of North Carolina as amended, known as the "Planned Lot Development Act" (herein the "Act"), and to that end does hereby publish and declare that all of the said Property to be known as "Winston Pines" which shall be held, sold, and conveyed subject to the terms and provisions of the Act, the terms and provisions of which shall apply hereto and control, except as herein modified by the following easements, restrictions, covenants, conditions, uses and obligations which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Unless it is plainly evident from the context that a different meaning is intended, the following words and terms shall have the following meanings:

A. Act. The North Carolina Planned Community Development Act, Chapter 47F of the North Carolina General Statutes.

B. Additional Properties. Shall mean and refer to any lands adjoining the Property, which now are owned or may be hereafter acquired or developed by the Declarant and annexed to and made a part of the properties by the Declarant and subjected to this declaration. The annexation of such additional properties shall become effective by the recording in Moore County by the Declarant of an amended declaration for each new section annexed.

C. Allocated Interests. The undivided interests in the Common Elements, the Common Expense liability, and in the Association allocated to each Lot.

D. Assessment. A share of the funds required for the payment of Common Expenses that from time to time is assessed against the Lot Owner by the Association.

E. Association. The non-profit incorporated Association known as Winston Pines Homeowners Association, Inc., its successors and assigns, the entity responsible for the operation of the Development pursuant to the Act, which entity includes all of the Lot Owners acting as a group in accordance with this Declaration.

F. Board of Managers or Board. Shall mean the Officers of the Association, as defined herein.

G. Building. All structures and improvements now or hereafter erected upon the property.

H. Common Elements or Common Areas or Open Space shall mean all real property owned by the Association for the common use and enjoyment of the Owners. Common areas shall specifically include, but shall not be limited to, all areas entitled "Open Space" or "Common Area" shown on recorded plats or as Exhibits to any deeds to the Association. All common area shall be subject to the terms and conditions of this Declaration and the ordinances of the **Village of Pinehurst** and Moore County, where applicable.

I. Common Expenses. Expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

J. Common Expense Liability. The liability for Common Expenses allocated to each Lot pursuant to the Act, this Declaration, and the By-Laws, if applicable.

K. Declarant. Declarant shall mean and refer to Bass Design and Development, LLC, a North Carolina limited liability company, its grantees, successors and assigns.

L. Declaration. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the Properties, and amendments thereto, which are recorded in the Office of the Register of Deeds, Moore County, North Carolina.

M. Development Rights. Among those rights hereby reserved by the Declarant are to add additional phases to the development, to make additions to or to change the configuration of the Lots and to change or revise the common elements within the development.

N. Documents or Association Documents. This Declaration, By-Laws and the Rules and Regulations, if any, and all other Exhibits attached hereto and all other documents and regulations promulgated pursuant to the authority created herein and in the Act, and as such documents shall be amended from time to time.

O. Improved Lot. A lot on which a single family dwelling has been constructed on it.

P. Lot. A part of the Property that is to be subject to private ownership, as designated on the Plat recorded in Plat Cabinet 17 at Slide 930, and subsequently Recorded plats and as further defined in the Act.

Q. Member. Member shall mean and refer to an Owner subject to assessment as provided in this Declaration.

R. Owner or Lot. A person or entity, or any combination thereof, that is record owner of a fee simple title to any Lot that is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

S. Plats or Plans: the plats and plans required to be filed with the Moore County Register of Deeds, including those plats or plans for development "Winston Pines", being duly recorded in Plat Book 17, Slide 930 of the Moore County Registry, as the same may amended from time to time.

T. Property or Properties or Development. The lands described as Winston Pines Final Plat, Pinehurst, Mineral Springs Twp., Moore County as shown on that plat recorded in Plat Cabinet 17, Slide 930, Moore County registry; and also being fully described in those deeds recorded in Book 4876, page 479 and in Book 4876, page 482, Moore County Registry, together with the Buildings and improvements located thereon, and such additional properties as may be subsequently subjected to this Declaration by Supplemental Declaration in the manner herein provided "Development").

U. Special Declarant Rights. Rights reserved for the benefit of the Declarant that may not be altered by the members or lot owners, including, but not limited to rights (i) to complete improvements indicated on plats and plans filed with the Declaration; (ii) to exercise any Development Right; (iii) to maintain sales offices, management offices, signs advertising the development and models; (iv) to use easements through the common area(s) for the purpose of making improvements within the Property or within real estate which may be added to the Property; or (v) to appoint or remove any officers or executive board members of the Association during the period of Declarant control, all of which Special Declarant Rights are more fully set forth herein.

Declarant control shall expire at the time Declarant conveys 100% of the Lots.

V.. Supplemental Declaration. A document filed by Declarant to change the configuration of the Lots and to change or revise the Common Elements or Open Space within the Development in the manner provided herein, or to add additional properties as may be subsequently subjected to this Declaration by Supplemental Declaration.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

A. Declarant submits only that land shown as Phase 1 on the plat, thereof recorded in Plat Cabinet 17 at Slide 930 in the Office of the Register of Deeds of Moore County, saving and excepting the roadways shown on said plat as said roads will be ultimately dedicated to the **Village of Pinehurst**. Nevertheless, Declarant hereby reserves the right and option, but not the obligation, to expand the property subject to this Declaration by adding all or any portion or portions (whether in one phase or additional phases) of the land described as Phase 2 as proposed and shown on said plat recorded in Plat Cabinet 17, Slide 930.

Further, the Declarant also retains the right to add contiguous, or nearly contiguous, tracts to the project at its sole discretion, in which case the maximum number of lots would be increased. The Properties shall be owned, held, leased, transferred, sold, mortgage and/or conveyed by Declarant, the Association and each Lot Owner subject to this Declaration and the terms, covenants, conditions, restrictions, easements, charges and lies set forth in this Declaration.

Any extension shall occur, if at all, by the recordation of one or more amendments to this Declaration and one or more supplementary plats as required by law. Each amendment to the Declaration shall be called a "Supplemental Declaration" or "Amended Declaration" and shall be executed by the Declarant or its successors and assigns. The recordation of any such supplemental declaration and expansion of the property subject to this Declaration effectuated thereby, shall not require consent or ratification of any lot owner.

The real property that is, and shall be submitted to this Declaration is that real property shown as Winston Pines on that plat recorded in Plat Cabinet 17, at Slide 930 of the Moore County Registry, saving and excepting the roadways shown on said plat as said roads will be ultimately dedicated to the **Village of Pinehurst**.

B. Additional Properties may be annexed to and made a part of the properties by the Declarant and subjected to this declaration in multiple additions.

Annexation of additional property shall require approval from the **Village of Pinehurst**, and shall be required to occur within fifteen (15) years from the date of this instrument, provided, however, that all annexations of additional properties to the original development described in Article I hereof must be contiguous to the property described in Article I hereof or property previously annexed, or property of the Declarant. Provided further, that no annexation of additional property shall have the effect of placing the original development in violation of the **Village of Pinehurst Zoning Ordinances**.

Annexation of additional Properties shall be accomplished by recording in the County Registry a Declaration of Annexation, duly executed, describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions of this Declaration. The additional lands shall be deemed annexed to the Properties on the date of recordation of the Declaration of Annexation, and in the case of an annexation by the Declarant, no action or consent on the part of the Association or any other person or entity shall be necessary to accomplish the annexation, except approval by the **Village of Pinehurst**.

The Declarant will dedicate and convey any Common Area in annexed property to the Association (by deed without warranty at Declarant's option) fee simple title to all real property portions of the Common Area, free and clear of all encumbrances and liens other than the lien of current taxes and assessments not in default and utility easements, other easement, mineral rights and the terms and conditions of the Declaration and any applicable supplemental Declaration.

The Declarant reserves the following Development Rights: (i) to add real estate to the Properties in accordance with this Article; (ii) to create Lots; (iii) to add Common Area; (iv) to modify or change Lot types; (v) to withdraw undeveloped real estate from the Properties.

C. The Common Areas, Common Elements, and facilities, if any, are shown and referenced in that deed from Declarant to the Association and also shown on that recorded plat in Plat Cabinet 17, Slide 930 of the Moore County Registry.

D. Each Lot shall be conveyed and treated as an individual Property capable of independent use and fee simple ownership, and the Lot Owners of each Lot shall also own, as an appurtenance to the ownership of each said Lot conveyed, an equal pro rata undivided interest in the Common Areas.

Mergers. Upon a merger or consolidation of the Association with another organization as provided by its By-Laws, its properties, rights and obligations may be transferred to another surviving or consolidated homeowner's association or, alternatively, the properties, rights and obligations of another homeowner's corporation may, by operation of law, be added to the properties, rights and obligations of this Association as a surviving corporation pursuant to a merger. The surviving or consolidated homeowner's association may administer the covenants and restrictions established by this Declaration within the Properties, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties except as hereinafter provided.

ARTICLE III
USE RESTRICTIONS

The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the common areas. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants, conditions or restrictions contained in this Declaration. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and a Lot Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association and/or the Declarant for all damages and costs, including attorney's fees. No rule or action by the Association or Board shall unreasonable impede Declarant's right to develop the properties.

The use of the Property shall be in accordance with the following provisions:

A. Each of the Lots shall be occupied only for residential purposes. No Lot may be divided or subdivided into a smaller Lots nor any portion thereof sold or otherwise transferred without the consent of all Lot Owners and compliance with the Act.

No residential dwelling constructed on any Lot shall be less than Twenty-two Hundred (2,200) heated square feet or greater than Thirty-five Hundred Ninety-nine (3,599) square feet.

B. No Lot owner or resident, including tenants, guests and invitees, may keep or store **anything on the or Common Area.**

C. The Common Areas and facilities shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Lot.

D. No use or practice shall be permitted in the Development that reasonably could be considered the source of annoyance or nuisance to residents or interfering with the peaceful possession and proper use of the Property by its residents. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish,

refuse or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. No Owner shall permit any use of his/her Lot or of the Common Elements that will increase the rate of insurance upon the Development or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Rental of less than the whole lot is prohibited.

E. No use or practice shall be permitted in the Development that reasonably could be considered the source of annoyance or interference with the any Lot owners reasonable use and quiet enjoyment of their Lot(s)..

F. Reasonable regulations concerning the use of the Development Property may be made and amended from time to time by the Association.

G. Each Lot Owner shall maintain, repair and replace, at is or her own expense, all portions of his or her Lot, except as may be otherwise provided in this Declaration.

H. No Lot Owner shall alter any Common Elements without the prior written consent of all members of the Association. Except as allowed herein, no Lot Owner shall fix any object to the Common Elements or in any manner change the appearance of the Common Elements without first obtaining the written consent of the Association. There shall be no obstruction of the Common Area, nor shall anything be kept, stored, altered, constructed or planted in or on the Common Area, or removed therefrom, without the prior consent of Declarant or the Association. Provided, however, Declarant and the Association shall have the right to install, place, repair, replace and maintain signs in the Common Area and to install, maintain, repair and replace in the Common Area such materials, equipment and other apparatus as may be necessary to enable the Association to carry out its power san duties under this Declaration.

In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Elements is caused through or by the negligent or willful act or omission of a Lot Owner. or by any member of a Lot Owner's family, guests, invitees, licensees, agents, occupants, users, or tenants, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Lot Owner. If the Lot Owner fails to repay the expenses incurred by the Association within 30 days after notice to the Lot Owner of the amount owed, then the failure to so repay shall be a default by the Lot Owner under the provisions of this Section.

I. Converting any Lot to timeshare lot ownerships, per Chapter 93A of the North Carolina General Statutes or any successor statute, or other forms of fractional ownership, is expressly prohibited within the Development.

J. No animals, livestock or poultry of any kind shall be raised, bred, kept or maintained on any Lot or in any dwelling except certain domestic household pets, such as may be otherwise provided by rules and regulations approved for all members of the Association. The rules and regulations may regulate, permit or prohibit the kind and number of domestic household pets. Domestic household pets may not be raised, bred, kept or maintained for any commercial purposes. All household pets shall be kept on a leash at all times when outside the Lot, unless in a fenced in area, and animal waste must be immediately removed. Such pets may not be permitted to run at large at any time. Owners of pets on the Property shall control excessive barking or other disturbances caused by the pets.

K. Lot Owners shall not park or store any camper, trailer, boat trailer, trailer vehicle, or similar vehicle anywhere on the Property. No trucks shall be permitted except for standard 2-ton pickup trucks, or smaller sized trucks. All tools or other materials stored in vehicles for overnight parking shall be kept out of sight. No stripped, wrecked or partially wrecked, or junk motor vehicle or part thereof, or any motor vehicle not displaying a current valid inspection sticker shall be permitted to be parked or kept on the Property. Nothing herein shall be deemed to prohibit temporary parking of vehicles involved in deliveries to a Lot or Lot Owner.

The Board of Directors shall have the right and authority to make, amend, implement and enforce such additional parking rules and regulations as it deem necessary or appropriate, and shall have the right and authority to enforce same, including, but not limited to the right to levy fines for violations thereof. Furthermore, the Association shall have the right and authority to have towed any vehicle parked or maintained in violation of

these or subsequently-adopted parking rules and regulations, the cost of which towing and storage shall be the responsibility of the Lot Owner, or the guest(s) or invitee(s) of a Lot Owner, to which such vehicle is registered.

No rule or action by the Association or Board shall unreasonably impede the Declaration's right to develop the Properties.

L. No burning of wood, leaves, trash, garbage or household refuse or burning as a means of clearing brush shall be permitted on the Property.

M. Garbage and trash shall be disposed by Lot Owners in accordance with rules and regulations approved for all members of the Association.

N. No laundry or wash shall be dried or hung outside any Lot, unless within fenced in areas.

O. There shall be no obstruction of the Common Elements that prohibits maintenance of any utilities located therein.

P. There shall be no parking of any vehicle, trailer, or similar, in the streets, rights-of-way or easement areas. All parking shall be limited to garages and driveways. No vehicle, trailer, or similar, may be parked so as to block any sidewalk, if any.

Q. The Declarant, and after the period of Declarant control, the Association, shall have exclusive control over any yard decorations in any front or side yards. No such decorations shall be allowed without the approval of the Declarant, and after the period of Declarant control, the Association.

R. No sign of any kind shall be displayed to the public view on any Lot except for signs that are allowed by law and approved by the Declarant, and which are for one ore more of the following purposes: (i) advertising the Lot for sale or rent, (ii) advertising the building contractor constructing improvements at the Lot during initial construction and sales period, (iii) identifying the rental or sales office and/or model home of Declarant, (iv) identifying the subdivision or phase name and/or identifying the Lot number of a Lot, and (v) any other purpose approved by the Declarant or the Board of Directors; provided however, the foregoing limitations shall not act to restrict or prohibit Declarant or the Association or any applicable governmental entity from erecting, maintaining, repairing and replacing (and Declarant hereby reserves for itself, the Association and such governmental entities the right to erect, maintain, repair and replace) on a Lot or on the Common Area, landscaped rights-of-way, roadway medians and any easement reserved or granted for such purposes, signs and billboards advertising the Properties or portions of the Properties, or signs identifying various subdivisions or phases of the project, or regulatory street and directional signs.

S. All walls, fences, and hedges shall be controlled strictly for compliance with this Declaration and architectural standards established by the Declarant or the Association (directly or through its Architectural Committee).

No wall, fence or hedge shall be planted or erected closer to the street on which the house fronts than the rear corner of the house; provided, however, that for houses with screened porches, the fence may attach at either the front or back corner of the screened porch.

For corner Lots, no wall, fence or hedge shall be planted or erected closer to the side street more than ten (10) feet from the rear corner of the house.

For interior Lots or the interior side of a corner Lot, walls and fences must extend to the side boundary line. No double-fencing between Lots is permitted; each Owner shall have the right and easement to extend his/her/its fence to the fence erected on the adjacent Lot.

No fence made of concrete block, chain link wire, or what is commonly known as 'chicken wire' shall be permitted anywhere on the Lot. No wall, fence or hedge shall exceed six (6) feet in height. The design and material of all fences shall be approved by the Declarant or the Architectural committee prioer to any construction pursuant to the approval requirement of Article IX of this Declaration.

T. The following areas, as shown on the plat recorded in Plat Cabinet 17, Slide 930, shall never be developed:

i. Ten (10) foot undisturbed landscape easement
ii. Open Space, 1.05 acres
iii. Open Space, 3.41 acres
iv. Space labeled SCM between lots 15 and 14.

These areas are common areas and are to be maintained only by the Association.

ARTICLE IV
EASEMENTS

A. All of the Properties, including Common Areas, shall be subject to such easements for walkways, parking areas, water lines, storm drainage facilities, gas lines, telephone and electric power lines and other public utilities as shall be established by the Declarant or by its predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over and under, and across the Common Areas conveyed to it, such further easements as are requisite for the convenience, use and enjoyment of the Properties. In addition, there is hereby reserved in the Declarant unto itself, its invitees, licensees, guests, customers, agents, employees, contractors, heirs, successors and/or assigns from this conveyance, the following:

i. A perpetual and unlimited access easement for ingress, egress and regress over the conveyed property.

ii. A perpetual and non-exclusive easement for construction, installation, maintenance and replacement of any and all utilities on, over, under, and across the property conveyed.

iii. A perpetual and non-exclusive easement for the excavation and removal of surface and subsurface materials for parking area or amenity installation and/or any other use in the Declarant's sole discretion, so long as the excavated materials are used within the properties of Warren's Walk.

B. Easements are hereby declared and granted, and the Board may hereafter declare, grant or assume easements for utility purposes for the benefit of the Property, including the right to install, lay, maintain, repair and replace water lines, pipes, sewer lines, gas mains, telephone and television wires and equipment and electrical conduits, and wires over, under, along and on any portion of the Common Area.

C. All easements and rights described herein are easements appurtenant, and shall run with the land by whomsoever owned, and shall inure to the benefit of and be binding on the undersigned, their successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

D. The Declarant reserves the right to subject the real property in this subdivision to a contract with Progress Energy, or similar Utility provider, for the installation of street lighting, which contract requires a continuing monthly payment to Progress Energy, or similar Utility provider, by each residential customer.

E. An easement is hereby granted to all police, fire protection, ambulance and similar persons, companies or agencies performing emergency services, to enter upon the LotCommon Areas in the performance of their duties.

F. Each Lot Owner is hereby declared to have an easement and the same is hereby granted by the Declarant over all adjoining parcels for the purpose of accommodating any encroachment due to engineering errors, errors in original constructions, settlement or shifting of a building, or any other cause. There shall be valid easement for the maintenance of said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Lot Owner if said encroachment occurred due to the willful misconduct of said Lot Owner.

G. In the event that any Lot shall encroach upon any Common Area or upon any other Lot for any reason not caused by the purposeful or negligent act of the Lot Owner, then an easement appurtenant to such Lot shall exist for the continuance and maintenance of said encroachment upon the Common Area or other Lot for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Area shall encroach upon any Lot, then an easement shall exist for the continuance and maintenance of such encroachment of the Common Area onto any such lot for so long as such encroachment shall naturally exist.

H. Each Lot within the Properties and the Lot Owner thereof, is hereby declared to have an easement and the same is hereby granted by the Declarant, over each joining Lot and/or Common Area, as the case may be, for overhanging roofs and eaves and the maintenance thereof.

I. An easement is hereby established over the Common Areas and facilities for the benefit of applicable governmental agencies, public utility companies and public service agencies as necessary for setting, removing and reading of meters, replacing and maintaining water, sewer and drainage facilities, electrical, telephone, gas and cable antenna lines, fire fighting, garbage collection, postal delivery, emergency and rescue activities and law enforcement activities.

J. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Lots, and the Common Area, as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of the Properties or any portion thereof.

K. All Members of the Association, their invitees, licensees, guests, customers, agents, employees, contractors, are granted herein the non-exclusive perpetual right of use and enjoyment of all Common Areas and Amenities, now or as later created, as are shown and delineated in that certain plat recorded in Plat Cabinet 17, Slide 930, Moore County Registry, and also referenced and shown in that deed from Declarant to Association and recorded among the Register of Deeds, Moore County, North Carolina, and as later created on said Common Areas.

ARTICLE V

ENFORCEMENT

A. The Association, or any Lot Owner shall have the right o enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. Invalidation of any one of these covenants or restrictions or any part thereof by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

ARTICLE VI
NOTICE

The name and address of the initial process agent to receive service of process in any matters affecting the Property is as follows:

Bass Design and Development, LLC
Attn: Kenneth H. Bass
120 Chesterfield Drive
Pinehurst, NC 28374

The process agent may be changed through the signing of a memorandum of change by the then acting process agent, which shall be delivered to the President of the Association for their records and for access by its Members.

ARTICLE VII
INSURANCE

Each Lot Owner shall purchase, maintain in force and administer homeowners insurance coverage for their Lot and associated interests.

There shall also be obtained in the Association name master policies of insurance coverage for the Common Areas as the Association shall from time to time determine to be desirable and necessary or as may be required by the Federal Housing Administration, Veterans Administration or Federal National Mortgage Association. Property damage insurance must be maintained at one hundred percent (100%) of the current replacement cost of the Common Areas, excluding those areas that are normally excluded from coverage such as land, earthen dams, foundation, excavations, etc. The property damage policy must protect against loss or damage by fire and all other hazards that rare normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard 'all-risk endorsement. In addition, public liability insurance covering all Common Areas and any other areas that are under the Associations' control and supervision in an amount of at least $1,000,000.00 for bodily injury and property damage for any single occurrence. All liability insurance shall contain cross liability endorsements to cover liability of the owners as a group to an individual owner.

Premiums for insurance policies purchased by the Association shall be paid by the Association and charged to Lot owners as an assessment according to applicable provisions of this Declaration.

All contracts of property insurance purchased by the Association shall be for the benefit of all of the Lot Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association or its authorized representative as insurance trustee under this Declaration. Each Lot Owner and his mortgagee, if any, shall be beneficiaries of each insurance policy in the percentage of the Lot Owner's undivided interest in the Development whether or not stated therein. The sole duty of the Association or its authorized representative as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein. Proceeds of master insurance received by the insurance trustee shall be distributed to or for the benefit of the beneficiaries in the following manner:

(i) Proceeds shall first be paid to cover the cost of reconstruction and repair of any damage covered;

(ii) Proceeds shall then be paid to the trustee to reimburse it for costs reasonably incurred in discharging its duties as trustee; and

(iii) Any remaining proceeds shall then be distributed to the beneficiary or beneficiaries of the trust, as their interests may appear.

ARTICLE VIII
ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Assessments against Lot Owners by the Board of Directors made pursuant to this Declaration shall, if not paid when due, create a lien in favor of the Association against the Lot of the defaulting owner as provided in Chapter 47F, both of the North Carolina General Statutes, and shall be collectable as provided therein.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. All assessments relating to common open spaces shall be shared equally by the owners of each Lot.

2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and in particular for the acquisition, improvement and maintenance of the Common Area, including the improvement, maintenance and repair of any Common Area, such maintenance to include the cutting and removal of weeds and grass and the removal of trash and rubbish or any other maintenance or for the use and enjoyment of the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Area, the procurement and maintenance of insurance in accordance with this Declaration, the By-Laws, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements including, without limiting, the generality of the foregoing, signs, paving, grading, landscaping and any other major expense for which the Association is responsible, and such other needs as may arise.

3. Reserves. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, the maximum annual assessment shall be $600 per Lot. Said amount shall be collected monthly at a rate of $50.00 per month, due on the first day of each month.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of membership by up to ten percent (10%) of the previous year's assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the increase permitted in Section 4(a) above by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common area, and in connection with exterior maintenance, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

6. Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written Notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7. Uniform Rate of Assessment. Both annual and special assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all Lots and shall be collected on a monthly basis, provided, however, that the assessment for Lots owned by Declarant which are not occupied as a residence, may be a lesser amount as fixed by the Board of Directors of the Association, but shall not be less than twenty-five percent (25%) of the regular assessments for other Lots.

8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the day of conveyance of an improved lot. Such annual assessments shall be paid ratably on a monthly basis. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth the assessments on a specified Lot have been paid. Any certificate so given shall be conclusive evidence of payment of the assessments stated therein. Declarant shall not be responsible for annual assessments unless it is the owner of a completed dwelling and it is occupied or intended to be owned by Declarant and not marketed for sale.

9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser rate of twelve percent (12%) per annum or the maximum allowable rate under North Carolina law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the property in the same manner in which Deeds of Trust may be foreclosed under Power of Sale pursuant to Chapter 45 of the N.C. General Statutes, or its successors, and in either event interest, costs and reasonable attorney's fees of any such action shall be added to the assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. Should any deficiency remain after the foreclosure, the Association may also bring an action against the owner for said deficiency.

10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

11. Exempt Property. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

12. Working Capital Fund. At the time of closing of the sale of each Improved Lot a sum equal Two Hundred Dollars ($200.00) for each lot shall be collected and transferred to the Association to be held as a working capital fund. The purpose of said fund is (i) establish a new account for initial Lot Owners, (ii) issue estoppel certificates, and (iii) other administrative duties in the creation and management of new accounts. Amounts paid into the fund shall not be considered advance payment of regular assessments.

ARTICLE IX
ARCHITECTURAL CONTROL

The Declarant, and after the period of Declarant Control, the Association, shall have the right and obligation to control the development and appearance in the Planned Community.

ARTICLE X

AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any such amendments shall be effective upon the recording of such Amendment(s) in the Office of the Register of Deeds for Moore County.

During the period of Declarant Control, Declarant may amend this Declaration in order to add additional phases to the development.

If any amendment to these covenants, conditions, and restrictions is executed, each such amendment shall be delivered to the Board of Directors of this Association. Thereupon, the Board of Directors shall, within thirty (30) days, do the following:

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

Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed. The following form of certification is suggested:

CERTIFICATION OF VALIDITY OF AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WINSTON PINES

WINSTON PINES HOMEOWNERS ASSOCIATION, INC.

BY: _____(SEAL)
Its: President

ARTICLE XI
THE ASSOCIATION

A. Common Elements. Except as otherwise specified herein, the Association will maintain, repair and replace all sidewalks and all improvements and utilities within the Common Area. The costs of such maintenance repair and replacement shall be a Common Expense. All damage done to the Common Areas by or for the Association shall be repaired by the Association and the cost thereof shall be a part of the Common Expenses.

B. Membership. Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. No Lot Owner, whether one or more persons, will have more than one membership per Lot owned, but all of the persons owning each Lot will be entitled to rights of membership and use and enjoyment appurtenant to such ownership. Ownership of such Lot shall be the sole qualification for membership. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Every member shall have a right and easement of enjoyment in and to the Common Areas, together with and including the right of access, ingress and egress, both pedestrian and vehicular, on and over the dries, walkways and parking areas of the Common Areas, all of which shall be appurtenant to and shall pass with the title to every Lot, subject to these covenants and restrictions and the right of the Association, in accordance with its Articles of Incorporation and By-Laws to impose rules and regulations for the use and enjoyment of the Common Areas and improvements thereon, which rules and regulations may restrict the use of the Common Areas.

C. Transfer of Membership. A Lot Owner shall not transfer, pledge or alienate his Membership in the Association in any way, except upon the sale or encumbrance of the Lot, and then only to the purchaser of his Lot.

D. Class of Membership. The Association shall have two classes of voting memberships

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

2. Class "B". The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall automatically terminate upon the happening of either of the two following events, which ever occurs earliest:

(a) Upon the closing of the sale of 100% of all Lots in all phases, on an overall basis in the development, or

(b) ten years following the date of incorporation of the Association.

E. Voting Rights. Except as otherwise provided herein or in the By-Laws, each member shall be entitled to vote in Association matters. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised by one person or alternative persons as the Lot Owners among themselves determine. If more than one of the multiple owners is present at a meeting in person or by proxy, the vote allocated to their Lot may be cast only in accordance with the agreement of a majority in interest of the owners as evidenced by a written designation filed with the secretary of the Association. There is a majority agreement if any of the multiple owners casts the vote allocated to his Lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the Lot.

F. Officers. The initial officers of the Association shall be: Kenneth H. Bass, President and Lisa B. Bass, Secretary/Vice President.

ARTICLE XII
GENERAL PROVISIONS

1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

2. The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or voice for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses and phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

4. Compliance with Wetlands Regulations. In the event a portion of the Property is determined to meet the requirements for designation as a regulatory wetland, then any subsequent modification, construction, fill or alteration of any kind of such wetland shall conform to the requirements of state and federal wetland rules in force at the time of the proposed alteration.

5. The titles, headings an captions that have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

6. Whenever the context of this Declaration requires, the singular shall include the plural and one gender shall include all.

7. No Lot Owner or other party may exempt himself from the coverage hereof or obligations imposed hereby by non-use or abandonment of such Lot(s) or the Common Area.

8. Whenever there exists a conflict between the provisions of This Declarant and the Articles or Incorporation or Bylaws of the Association, the provisions of this Declaration shall control, and whenever there is a conflict between the provisions of the Articles of Incorporation and Bylaws, the provisions of the Articles of Incorporation shall control. In the event of a conflict between the Act and this Declaration, the Act shall control.

9. This Declaration shall be subject to and construed in accordance with the laws of the State of North Carolina and all applicable laws and regulations of the United States of America.

10. The designations used herein shall include the singular as well as the plural and the masculine, feminine or neuter gender may be read in either the masculine, feminine or neuter gender or a combination thereof as the context may require in order to accurately refer to the person or persons first named hereinabove.

11. Declarant specifically reserves the right, in its sole discretion, at any time and from time to time, to assign (temporarily or permanently) any or all of its rights, privileges and powers under this Declaration or under any Supplemental Declaration.

*** *THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK* ***

IN TESTIMONY WHEREOF, the Declarant has caused this document to be executed this the 3rd day of January 2019.

IN WITNESS WHEREOF, the said Declarant has hereunto set its hand and seal, or if Corporate, has caused this instrument to be signed in its Corporate name in the ordinary course of business by its duly authorized officer, pursuant to authorization from the Board of Directors, or if Limited Liability Company (Company), in its Company name in the ordinary course of business by its duly authorized manager, pursuant to authorization from its members, the day and year first above written.

DECLARANT: **Bass Design and Development, LLC**

BY: _____(SEAL)
Kenneth H. Bass
ITS: Member/Manager

STATE OF NORTH CAROLINA ,
COUNTY OF Moore , to wit:

I, Clark H. Campbell, a Notary Public for the State and, County aforesaid, do hereby certify that Kenneth H. Bass, Member/Manager of **Bass Design and Development, LLC**, personally appeared before me, as proven by photographic identification, this day and acknowledged the execution of the foregoing instrument as a duly authorized act of the said Company.

This the 3rd day January 2019.

CLARK H. CAMPBELL
Notary Public
North Carolina
Moore County

Clark H Campbell
Notary Public

My Commission Expires
8/27/2022

EXHIBIT L

From:	LMS & Sons Homes
To:	Jamie Reed
Subject:	Re: 822 Winston Pines
Date:	Tuesday, August 25, 2020 10:09:16 AM
Attachments:	PineCombMini2_ebd83a51-a358-40fc-9b00-c3a33a0db4c8.png PineCombMini2_8ecbc5e0-6363-4171-be86-a855e99cfae8.png PineCombMini2_75a5ee3e-c530-4b7e-8c53-af36a08c2299.png PineCombMini2_33aececc2-13f7-437c-94a7-a29ce0c97297.png

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Good afternoon,

the builder spoke with homeowner at 822 Winston Pines Drive and homeowner is requesting from town of Pinehurst to communicate with him directly. Let us know when we can move fence. Thank you.

Best Regards!!

Patrycja Cotto

LMS and Sons Homes Inc
4826 Arlington Street
Hope Mills NC 28348
Cell: 910-391-0648
Office/Fax: 910-423-3703

On Tue, Feb 11, 2020 at 10:38 AM Jamie Reed <jreed@vopnc.org> wrote:

> This fence is too close to the property line. It must not be in the undisturbed landscape buffer. It must be removed to make it legal. It is non-compliant.
>
> Please let me know when it is fixed, I need to complete a final inspection.
>
> Jamie Reed
> Planning and Zoning Specialist
> Village of Pinehurst
> 395 Magnolia Rd., Pinehurst, NC 28374
> 910-295-8661 jreed@vopnc.org www.vopnc.org
>
> *Vision: The Village of Pinehurst is a charming, vibrant community which reflects our rich history and traditions. Mission: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors Values: Service, Initiative, Teamwork, Improvement.*
>
> *Pursuant to North Carolina General Statutes, Chapter 132, et.seq., this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to requests for review.*

[redacted]

From: Ben Stahl
To: dburich@vopnc.org
Cc: Alex Cameron; Ken Bass
Subject: RE: Winston Pines
Date: Friday, March 13, 2020 4:48:16 PM
Attachments: image001.png
image002.png

Darryn,
Yes, I will pursue option 2. Can I get the city document(s) defining the "undisturbed landscape easement," and any / all associated restrictions, in this development? I would like to see the specifics within those documents

Additionally, the fence relocation is not the only impact of this decision.

I have a septic system, that also has a lift station that pumps up to a distribution box. The relocation of the fence puts it parallel and extremely close to the drain field and severely restricts repairs and or maintenance.

Also, the relocation of the fence puts it right against the distribution box, again creating a major issue with maintenance and repairs. The septic system was installed based on a fence being on the rear property line.

So whatever I need to do to pursue option 2, please let me know.

Ben Stahl
796-304-3781

Sent from Yahoo Mail on Android

On Fri, Mar 13, 2020 at 3:33 PM, Darryn Burich <dburich@vopnc.org> wrote:

> Hi Ben, sorry it has taken a bit to circle back to you but I went out of town for a week and I had been trying to get a couple of options developed that hopefully we can bring this situation to a conclusion and I appreciate your patience on this.
>
> First we are going send the order to remove the fence, and we will send that out next week. We will include the following two options to you for comply with the order:
>
> 1. The Village will pay to relocate the fence to a compliant location. We will determine how that is all worked out but the basic premise is that we would pay that expense.
> or
> 2. If you choose to appeal our interpretation of the condition regarding the 10 foot undisturbed landscape easement area, we will waive the BOA application fee (currently $1000) and then the BOA will make a determination as to whether staff's interpretation

is correct or incorrect. If they find in favor of staff's interpretation the fence would have to be moved to the compliant location of the 10 foot easement area. The BOA decision could also be appealed to the Court. If they find that staff's determination is incorrect and the fence is able to remain in place, then no further action would be needed on your part.

If the BOA would find in favor of the staff's interpretation, the other option would be to try and get that original condition changed to either be removed or altered to include accessory structures like fences to be allowed in that 10 foot area. That option is a little bit more involved as it involves another zone change for the subdivision and another set of meetings with the Planning and Zoning Board and Village Council and those meetings are noticed to the neighborhood and adjacent property owners. That is something that I think Ken would be looking to initiate as there are other lots in the overall subdivision that are similarly impacted and I know he wants to get this cleared up as well. If that would be the case and Ken initiates a zone change we would stay any enforcement action on the fence until that situation is worked out.

Am thinking that your preference would be for option 2 and we can expect an appeal. For that I will have you work with Senior Planner Alex Cameron to provide you the necessary forms and answer questions.

Thanks and again, I appreciate your patience and cooperation as we try and get this situation worked through.

Have a great weekend.

From: Ben Stahl <homebase02@att.net>
Sent: Tuesday, February 25, 2020 4:03 PM
To: Darryn Burich <dburich@vopnc.org>
Subject: RE: Winston Pines

OK, thanks. I bought the property based on having a fence and a large backyard. Per the covenants we received, we were required to go to the back property line. So I hope this remains the case.

Thanks

Sent from Yahoo Mail on Android

On Tue, Feb 25, 2020 at 3:39 PM, Darryn Burich

<dburich@vopnc.org> wrote:

> Ben I am sorry, this got buried in my mailbox and I didn't see it till now. Also, I haven't forgotten about you and the fence thing. We are trying to figure out the best way to maybe approach this on subdivision wide level first before we would actually issue the correction notice. Should know more at the end of the week.
>
> **From:** Ben Stahl <homebase02@att.net>
> **Sent:** Friday, February 14, 2020 5:39 PM
> **To:** Darryn Burich <dburich@vopnc.org>
> **Subject:** Re: Winston Pines
>
> Darryn,
> Can you email me a copy of the fence permit on file for my property?
>
> Thanks,
>
> Ben Stahl
> 706-304-3781
>
> Sent from Yahoo Mail on Android
>
> On Fri, Feb 14, 2020 at 3:15 PM, Darryn Burich
> <dburich@vopnc.org> wrote:
>
> > Ben, here are those covenants we just discussed.
> >
> > Thanks and let me know if you have any other questions. And I will keep you informed on the fence issue once I get all sequences down and at least give you the appropriate path to appeal the decision if that is the route you will want to take.
> >
> > Darryn Burich
> > Planning & Inspections Director
> > Village of Pinehurst
> > 395 Magnolia Rd, Pinehurst, NC 28374
> > 910-295-8658 dburich@vopnc.org www.vopnc.org
> >
> > *Vision: The Village of Pinehurst is a charming, vibrant community which reflects our rich history and traditions. Mission: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors Values: Service, Initiative, Teamwork, Improvement.*
> > *Pursuant to North Carolina General Statutes, Chapter 132, et.seq., this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to requests for review.*

EXHIBIT K

From: Alex Cameron
To: Darryn Burich
Cc: Beth Dunn; Jamie Reed
Subject: Re: Winston Pines- Fences/Adjoining Property Owner
Date: Friday, December 27, 2019 3:13:55 PM

This game up on my radar Monday. I was checking Jamie's and Peter's boxes to make sure nothing was getting too full and see if I could help. One thing I noticed was a fence permit in Winston Pines. I'm very aware of the condition you highlighted and did not issue the fence permit due to that. I went ahead and followed the rest of the protocol but was going to wait until Jamie got back to discuss further. The permit I'm referencing on my desk.

I do t specifically recall any discussions through P&Z or at Council that specifically stated that no fences would be allowed in that area. However, "undisturbed" is pretty strong.

Alex Cameron
Senior Planner

On Dec 27, 2019, at 2:51 PM, Darryn Burich <dburich@vopnc.org> wrote:

I just pulled the fence permit for 822 Winston Pines and the site plan shows the fence going to the rear property line while also showing the 10' undisturbed landscape easement so we are going to have to reconcile that. The same story for 814. I just talked to the fence guy, Lester, and told him of the problem and he said the builder and HOA said they could do that. I told him about the condition of approval and that them putting a fence in there is disturbing that (unless Jamie or Alex you tell me differently) and he understood that and stated that is what the builder said and he would contact them. I also told him to not put anything in that easement area until we resolve this issue. I also just talked with Margret and told her we were looking into it and would get back to her next week.

Darryn Burich
Planning & Inspections Director

From: Beth Dunn <bdunn@vopnc.org>
Sent: Friday, December 27, 2019 1:41 PM
To: Alex Cameron <acameron@vopnc.org>; Jamie Reed <jreed@vopnc.org>; Darryn Burich <dburich@vopnc.org>
Subject: Winston Pines- Fences/Adjoining Property Owner

I am emailing you all because I don't know who would deal with this issue.

Margret Lovette Brewer at 224 Foxfire Rd. called and said that the development Winston Pines had put up a fence on her property line and were starting to put up

EXHIBIT K

another one (clearing the property line). She said there was a condition of no fences when the development was approved, which I couldn't find. However below the conditions I found, see condition #5. Alex, I believe she left you a voicemail as well. Not sure if you guys want to go look at the issue, as they are currently clearing out for another fence. Her number is 336-706-1072.

1. Waiver from section 3.02a of the Engineering Standards to allow the installation of ditch section roadways.
2. The development will petition for annexation into the Village of Pinehurst.
3. Minimum heated house square footage: 2,400 sq. ft.
4. Maximum heated house square footage: 3,599 sq. ft.
5. A landscape easement shall be provided along the rear of proposed lots adjoining properties to the subdivision as shown. The landscape easement shall be 10' wide and shall remain as undisturbed.
6. Open space lots along Foxfire Road (labeled as 'OS'), shall remain undisturbed except for installation of required infrastructure.
7. Irrigation wells shall not be allowed within the subdivision.

Motion Approved:
Upon a motion by Councilmember Campbell seconded by Councilmember Bouldry, Council approved Ordinance 17-12 amending the Official Pinehurst Zoning Map as it pertains to the rezoning of certain land located between 224 Foxfire Road and 376 Foxfire Road and this ordinance does not include the condition 7 regulating irrigation wells within the subdivision. And, that the proposed
amendments to the Pinehurst Development Ordinance are consistent with the goals outlined in the 2010 Comprehensive Long Range Plan and are considered reasonable and in the best interest of the public as referenced in the memorandum dated August 3, 2017 from Bruce Gould, Principal Planner. Council held a discussion about this and determined to proceed with a vote approving this by 4-1, with the dissent vote by Councilmember Berggren.

Beth Dunn
Village Clerk

<DOC122719-12272019143213.pdf>

EXHIBIT E
930

WINSTON PINES FINAL PLAT
PINEHURST, INC.

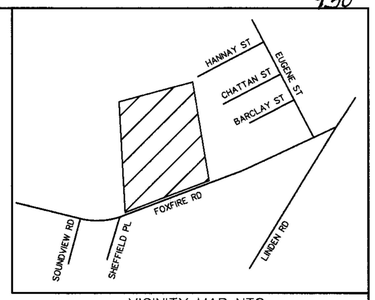
MINERAL SPRINGS TWP., MOORE COUNTY, N.C.
OWNERS: BASS DESIGN AND DEVELOPMENT, LLC
DEED REFERENCE: DEED BOOK 4876, PAGE 479
DEED REFERENCE: DEED BOOK 4876, PAGE 482

PROPERTY HAS BEEN REZONED FROM R-210 TO R-30-CD WITH THE FOLLOWING CONDITIONS:
1) WAIVER FROM SECTION 3.02a OF THE ENGINEERING STANDARDS TO ALLOW THE INSTALLATION OF DITCH SECTION ROADWAYS
2) THE DEVELOPMENT WILL PETITION FOR ANNEXATION INTO THE VILLAGE OF PINEHURST
3) MINIMUM HEATED HOUSE SQUARE FOOTAGE: 2,400 SQ. FT.
4) MAXIMUM HEATED HOUSE SQUARE FOOTAGE: 3,599 SQ. FT.
5) A LANDSCAPE EASEMENT SHALL BE PROVIDED ALONG THE REAR OF PROPOSED LOTS ADJOINING PROPERTIES TO THE SUBDIVISION AS SHOWN. THE LANDSCAPE EASEMENT SHALL BE 10' WIDE AND SHALL REMAIN AS UNDISTURBED
6) OPEN SPACE LOTS ALONG FOXFIRE ROAD (LABELED AS 'OS'), SHALL REMAIN UNDISTURBED EXCEPT FOR INSTALLATION OF REQUIRED INFRASTRUCTURE

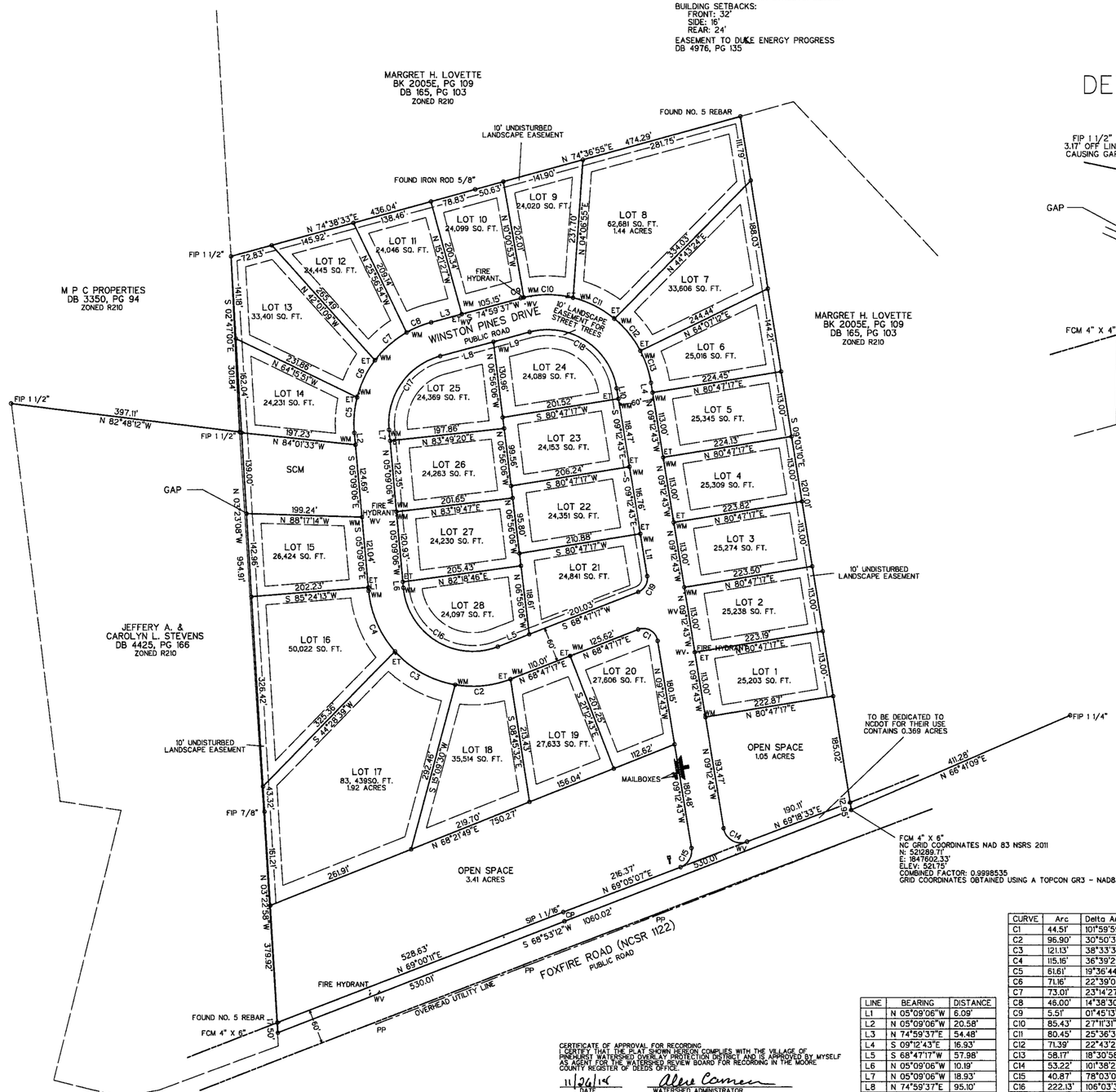
NOTE:
TRACT CONTAINS 28.004 ACRES
0.369 IN R/W, 27.635 NET
AREA BY COORDINATE METHOD
PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO MAP NUMBER 3710854200J OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY. EFFECTIVE DATE: OCTOBER 17, 2006
PIN 854219712891, PARID 00020354
PIN 854219618629, PARID 00020369
ZONED R-30 CD
GRID COORDINATES OBTAINED USING A TOPCON GR3 - NAD83 NSRS(2011)
TOTAL NUMBER OF LOTS: 28
SMALLEST LOT: 24,020 SQ. FT.
TOTAL LINEAR FEET IN STREETS: 2292.27'
BUILDING SETBACKS:
FRONT: 32'
SIDE: 16'
REAR: 24'
EASEMENT TO DUKE ENERGY PROGRESS
DB 4976, PG 135

PLAT CABINET 17 SLIDE 930

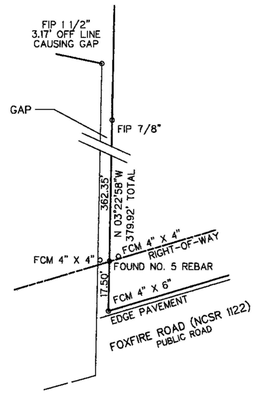
FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
November 26, 2018 01:00:04 PM
Book 17 Page 930-930
FEE: $21.00
INSTRUMENT # 2018016668



VICINITY MAP NTS



DETAIL



CURVE	Arc	Delta Angle	Chord	Ch Bearing	Radius	Tangent
C1	44.51'	101°59'59"	38.86'	N 60°12'43"W	25.00'	30.87'
C2	96.90'	30°50'38"	95.73'	S 84°12'36"W	180.00'	49.65'
C3	121.13'	38°33'30"	118.86'	N 61°05'20"W	180.00'	62.96'
C4	115.16'	36°39'29"	113.21'	N 23°28'51"W	180.00'	59.63'
C5	61.61'	19°36'44"	61.31'	N 04°39'16"E	180.00'	31.11'
C6	71.16'	22°39'02"	70.70'	N 25°47'09"E	180.00'	36.05'
C7	73.01'	23°14'27"	72.51'	N 48°43'53"E	180.00'	37.02'
C8	46.00'	14°38'30"	45.87'	N 67°40'22"E	180.00'	23.13'
C9	5.51'	01°45'13"	5.51'	N 75°52'13"E	180.00'	2.75'
C10	85.43'	27°11'31"	84.63'	S 89°39'24"E	180.00'	43.53'
C11	80.45'	25°36'31"	79.78'	S 63°15'23"E	180.00'	40.91'
C12	71.39'	22°43'27"	70.92'	S 39°05'24"E	180.00'	36.17'
C13	58.17'	18°30'58"	57.92'	S 18°28'12"E	180.00'	29.34'
C14	53.22'	101°38'27"	46.51'	S 60°01'57"E	30.00'	36.81'
C15	40.87'	78°03'02"	37.78'	N 29°48'48"E	30.00'	24.32'
C16	222.13'	106°03'37"	191.75'	N 58°10'54"W	120.00'	159.42'
C17	167.86'	80°08'43"	154.50'	N 34°55'15"E	120.00'	100.95'
C18	200.63'	95°47'40"	178.07'	S 57°06'33"E	120.00'	132.79'
C19	34.03'	78°00'01"	31.47'	S 29°47'17"W	25.00'	20.24'

LINE	BEARING	DISTANCE
L1	N 05°09'06"W	6.09'
L2	N 05°09'06"W	20.58'
L3	N 74°59'37"E	54.48'
L4	S 09°12'43"E	16.93'
L5	S 68°47'17"W	57.98'
L6	N 05°09'06"W	10.19'
L7	N 05°09'06"W	18.93'
L8	N 74°59'37"E	95.10'
L9	N 74°59'37"E	64.54'
L10	S 09°12'43"E	17.98'
L11	S 09°12'43"E	73.69'

CERTIFICATE OF APPROVAL FOR RECORDING
I CERTIFY THAT THE PLAT SHOWN HEREON COMPLIES WITH THE VILLAGE OF PINEHURST WATERSHED OVERLAY PROTECTION DISTRICT AND IS APPROVED BY MYSELF AS AGENT FOR THE WATERSHED REVIEW BOARD FOR RECORDING IN THE MOORE COUNTY REGISTER OF DEEDS OFFICE.

11/26/18 — DATE
Alex Cameron — WATERSHED ADMINISTRATOR

NOTICE: THIS PROPERTY IS LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED - DEVELOPMENT RESTRICTIONS MAY APPLY.

REVISIONS:
1/05/18 - ADD ZONING CONDITIONS AND REVISE NOTES
5/18/18 - FINAL SUBDIVISION PLAT
11/29/18 - REVISE CERTIFICATES

APPROVED FOR RECORDING BY THE VILLAGE PLANNER OF THE VILLAGE OF PINEHURST, NORTH CAROLINA ON THE 26th DAY OF Nov, 20 18 PURSUANT TO THE PINEHURST DEVELOPMENT ORDINANCE. MUST BE RECORDED WITHIN THIRTY (30) DAYS OF THIS DATE.

Alex Cameron
VILLAGE PLANNER
VILLAGE OF PINEHURST

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) OWNER (S) OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, THAT THE PROPERTY IS WITHIN THE SUBDIVISION JURISDICTION OF THE VILLAGE OF PINEHURST, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT AND HEREBY ESTABLISH ALL LOTS AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACE TO THE PUBLIC OR PRIVATE USE AS NOTED

Bass Design & Development LLC
by: Ken Bass
OWNER(S)

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, Teresa Thompson, REVIEW OFFICER OF MOORE COUNTY, NORTH CAROLINA, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE 11/26/2018 REVIEW OFFICER Teresa Thompson

THESE PARCELS ARE LOCATED NEAR AN AREA THAT IS PRESENTLY USED FOR AGRICULTURAL PURPOSES. NORMAL AGRICULTURAL OPERATIONS MAY CONFLICT WITH RESIDENTIAL LAND USE. NC LAW (GENERAL STATUTES SECTION 106-701) PROVIDES SOME PROTECTION FOR EXISITING AGRICULTURAL OPERATIONS AGAINST NUISANCE LAWS.

CERTIFICATE OF SURVEY AND ACCURACY
I, BENNY L. BROWN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, DEED DESCRIPTION RECORDED AS SHOWN ON PLAT, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000+; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S.47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE REGISTRATION NUMBER AND SEAL THIS 26st DAY OF NOVEMBER, 2018

PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER L3031

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE JURISDICTIONAL AREA OF THE VILLAGE OF PINEHURST, NORTH CAROLINA AND THE VILLAGE HAS AN ORDIANCE THAT REGULATES PARCELS OF LAND.

SURVEYOR
REGISTRATION NUMBER L3031

NOTE: ALL THE LOTS SHOWN ON THIS PLAT ARE PROPOSED TO BE SERVED BY PUBLIC WATER AND ONSITE SEWER SYSTEMS. THE LOTS AS SHOWN MEET THE MINIMUM SIZE PRESCRIBED BY THE MOORE COUNTY HEALTH DEPARTMENT FOR SUCH SYSTEMS. HOWEVER, THE RECORDING OF THIS PLAT DOES NOT GUARANTEE THAT ANY SUCH LOTS WILL MEET THE REQUIREMENTS FOR THE APPROVAL BY THE HEALTH DEPARTMENT FOR SUCH ONSITE SYSTEMS.

PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER L3031

Randy G Gould HEREBY CERTIFY THAT THE WATER IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF MOORE COUNTY, NORTH CAROLINA OR THAT A PERFORMANCE BOND OR OTHER SUFFICIENT SURETY HAS BEEN PROVIDED TO ASSURE COMPLETIOON OF THE REQUIRED IMPROVEMENTS.

SIGNATURE OF AUTHORIZED AGENT OF UTILITY PROVIDER — 11/29/18 DATE

© 2017 BENNY L. BROWN, ALL RIGHTS RESERVED

100' 50' 0' 100' 200'

LEGEND
- FIP FOUND IRON PIPE
- SIP SET IRON PIPE
- FCM FOUND CONCRETE MONUMENT
- SCMS SET COTTON MILL SPINDLE
- ENM EXISTING MAG NAIL
- NMN NEW MAG NAIL
- CP COMPUTED POINT
- CBL CABLEVISION EQUIPMENT
- TP TELEPHONE PEDESTAL
- ET ELECTRICAL TRANSFORMER
- PP POWER POLE
- WM WATER METER
- SCO SEWER CLEANOUT

SURVEY FOR:
GWB CONSTRUCTION
120 CHESTERFIELD DRIVE
PINEHURST, NC 28374

DATE 9/24/18
FILE NO. 6717
SCALE 1" = 100'

BENNY L. BROWN
Professional Surveyor
5318 NC HWY 211
P.O. BOX 307
WEST END, N.C. 27376
(910) 673-1446

EXHIBIT E

Judy D. Martin

Register of Deeds

Moore County, North Carolina

MAP

FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
November 26, 2018 01:00:04 PM
Book 17 Page 930-930
FEE: $21.00
INSTRUMENT # 2018016668

INSTRUMENT # 2018016668

EXHIBIT N

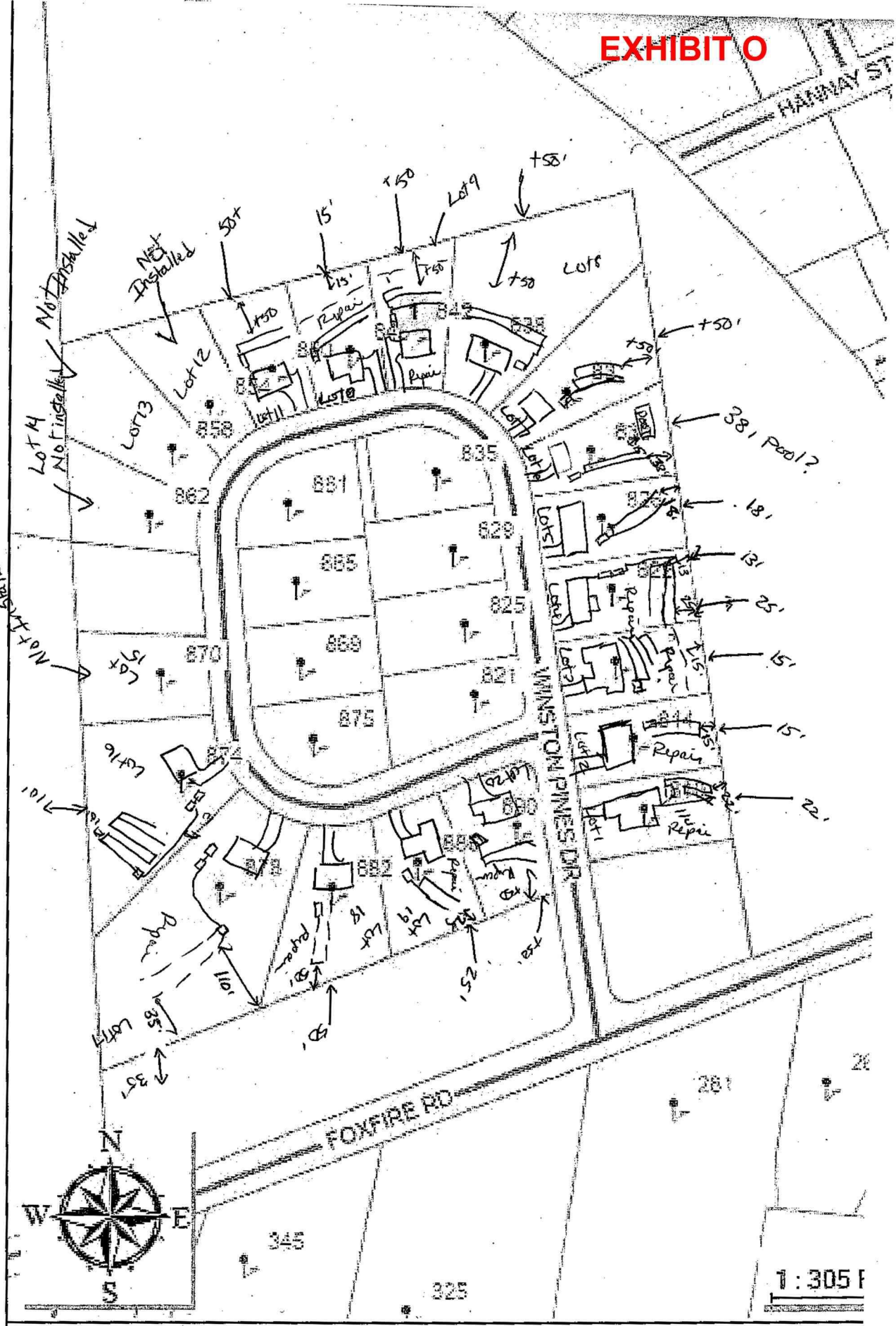
From: Jeanne West
To: Alex Cameron
Subject: FW: Send data from EHMF001 08/26/2020 15:58
Date: Wednesday, August 26, 2020 3:42:27 PM
Attachments: DOC082620-08262020155816.pdf

Alex,
It looks like lot 4 may be a bit of a problem if the fence has to be 10' off the property line , the OP show the drainline 13' off of the left back corner we would need the fence to be 5' off of the drainline. I attached a map showing the systems that are in and the setback off of the back property line. The only other system that maybe a problem is on lot 16 the drianlines stopped about 10 off of that property line. All of the other lots seem to be ok. Hope this helps.
Jeanne

-----Original Message-----
From: EHMF001 <Copier@moorecountync.gov>
Sent: Wednesday, August 26, 2020 3:59 PM
To: Jeanne West <JWest@moorecountync.gov>
Subject: Send data from EHMF001 08/26/2020 15:58

Scanned from EHMF001
Date:08/26/2020 15:58
Pages:2
Resolution:200x200 DPI

EXHIBIT O



Welcome to the Moore County GIS system for County employees.

EXHIBIT O 5 BR

MOORE COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SECTION
OPERATION PERMIT

Owner: Caviness + Cates Address: 822 Winston Pines Dr. Lot 4

Permit # 21560 Receipt # — LRK# 20354

Installer: Garner Septic Tank Service Telephone: 624-0808

Address: Raeford, NC

System Type: Pump to IQ4 Maximum Design Flow: 600 (gallons/day)

Wastewater Characteristics: Domestic

Septic Tank Capacity: 1250 (Gallons) Tank I.D. # GFS 1250, STB 272 GFB-1000, PT-214

Nitrification Line Dimensions: 190' x 3' total

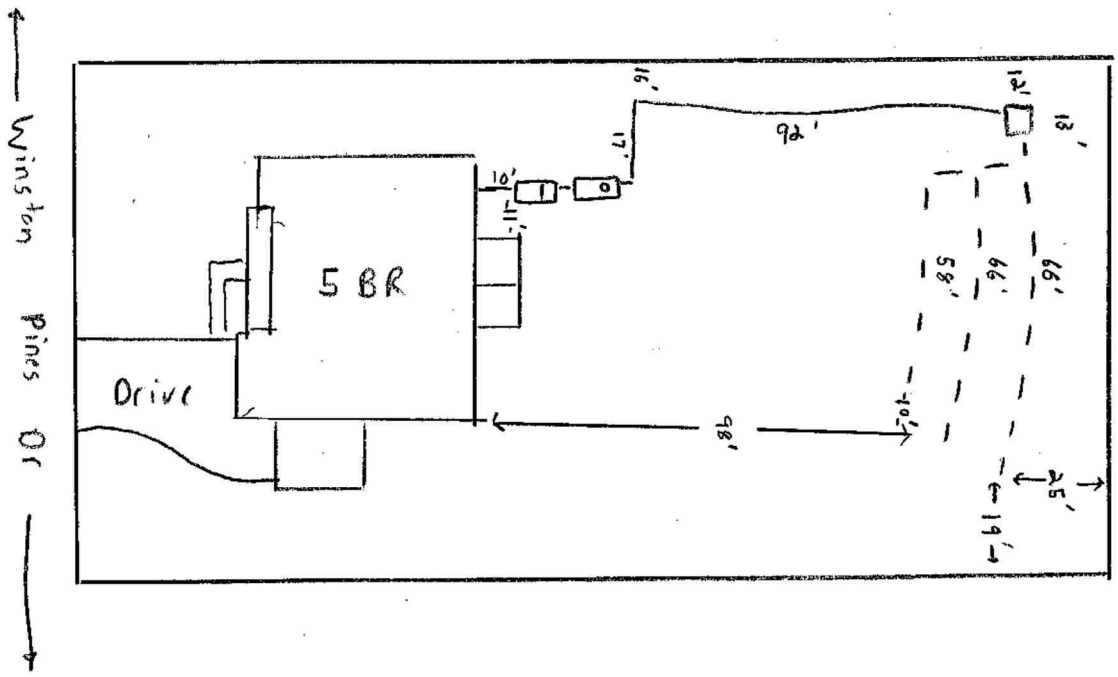
Effluent Distribution Device: d-box to serial Gravel Depth: —

Depth To: Top of Tanks: within 6 (Inches) Trench Bottom 18-28" (Inches)

Diagram of Actual Installation: (Depict Property Boundaries, Structures, Driveways, Trees, Water Lines, Water Supplies, Etc.)

Scale: — Inch = — Feet.

* Drawing is not to scale



Comments and Conditions: Tanks, pressure line, and nitrification lines checked on 7/26/19

# of Attachments: —

Issued By: Aaron Ingle Date: 9/24/19

FINAL APPROVAL OF THIS SYSTEM SHALL INDICATE THAT THE SYSTEM HAS BEEN INSTALLED IN ACCORDANCE WITH APPLICABLE PERMIT CONDITIONS, LAWS AND RULES, BUT IN NO WAY SHOULD BE TAKEN AS A GUARANTEE THAT THE SYSTEM WILL FUNCTION SATISFACTORILY FOR ANY GIVEN TIME.

EXHIBIT P

VILLAGE OF PINEHURST 1895

Appeal
Fee: $1000
(Revised 09/2019)

Appeal Information

An appeal of an administrative staff decision or decision made by the Historic Preservation Commission may be filed with the Village of Pinehurst Board of Adjustment, per Section 5.3 of the Pinehurst Development Ordinance (PDO).

In accordance with the provisions of Section 5.3.3 of the PDO and NCGS 160-A-393(d), the following persons shall have standing to file an appeal of a decision made by the Village of Pinehurst administrative staff or Historic Preservation Commission:

(1) Any person meeting any of the following criteria:
   a. Has an ownership interest in the property that is the subject of the decision being appealed, a leasehold interest in the property that is the subject of the decision being appealed, or an interest created by easement, restriction, or covenant in the property that is the subject of the decision being appealed.
   b. Has an option or contract to purchase the property that is the subject of the decision being appealed.
   c. Was an applicant before the decision-making board whose decision is being appealed.

(2) Any other person who will suffer special damages as the result of the decision being appealed.

(3) An incorporated or unincorporated association to which owners or lessees of property in a designated area belong by virtue of their owning or leasing property in that area, or an association otherwise organized to protect and foster the interest of the particular neighborhood or local area, so long as at least one of the members of the association would have standing as an individual to challenge the decision being appealed, and the association was not created in response to the particular development or issue that is the subject of the appeal.

(4) A city whose decision-making board has made a decision that the council believes improperly grants a variance from or is otherwise inconsistent with the proper interpretation of an ordinance adopted by that council.

This application must be completed in full and submitted with the associated fee listed in the Village's Fees and Charges Schedule, which can be accessed at www.vopnc.org/Home/ShowDocument?id=10100.

Intake Information

Property Address	
Street Address	822 Winston Pines Drive
City, State, Zip Code	Aberdeen, NC 28315
Parcel ID #	20180553

Owner Information			
Name	Ben Stahl	Home Phone #	
Street Address	822 Winston Pines Dr.	Mobile Phone #	706-304-3781
City, State, Zip Code	Aberdeen NC 28315	Business Phone #	
Email	homebased22@ATT.net		

RECEIVED
APR 27 2020

EXHIBIT P

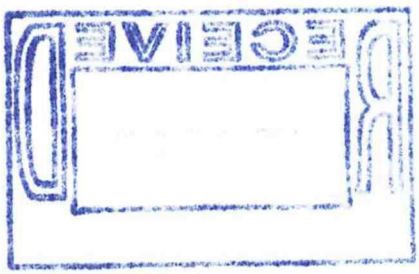


EXHIBIT P

VILLAGE OF PINEHURST 1895

Appeal
Fee: $1000
(Revised 09/2019)

Applicant			
Name	Ben Stahl	Other Phone #	
Email	homebase62@ATT.net	Street Address	822 Winston Pines Drive
Mobile Phone #	706-304-3781	City, State, Zip Code	Aberdeen, NC 28315

General Information

Appeal of Decision Made By	☑ Administrative Staff ☐ Historic Preservation Commission
Legal Basis for Person of Standing (NCGS 160A-393(d))	☐ Ownership Interest ☐ Option or Contract to Purchase Property ☒ Applicant ☒ Person Who Will Suffer Damages from Decision ☐ Village Council ☐ An Association Containing at Least one Person of Standing
Decision Being Appealed	Fence relocation
Appeal Reason & Justification	Void for vagueness doctrine. Please see "Attachment A" enclosed.
Date of Notice of the Contested Decision	April 5, 2020

Certification

I hereby certify that the information contained in this application is accurate and complete. I also confirm that I have read and understand the criteria that must be met in order to file this appeal.

Applicant Signature: [signature] Date: 4-24-20

EXHIBIT Q

FENCE RELOCATION APPEAL
822 Winston Pines Drive, Aberdeen NC 28315
PID# 20180553

Attachment "A"

Appeal Reason and Justifications:

#1 This ordinance should be considered "**void for vagueness,**" per constitutional rule. This undisturbed landscape easement ordinance fails at every test for the vagueness doctrine.

- It does not explicitly state nor define what is punishable or restricted, therefore it is not sufficiently clear.
- It does not provide fair notice of the conduct being regulated nor what those punishments entail.
- It also grants the city of Pinehurst arbitrary enforcement with unstructured and unlimited discretion, to include ex post facto ordinance enforcement and reversal of a legally approved permit as is happening in this case.
- The delegation of enforcement authority is extensive and unrestricted due to the vagueness of this ordinance leaving homeowners at the mercy of arbitrary interpretations and enforcement of the current ordinances.

Supporting information for "void for vagueness" argument is detailed in the subsequent paragraphs.

#2 The original fence request and permit was submitted in September 2019 prior to our closing date and purchase of this house and was subsequently approved by the City of Pinehurst. I specifically asked about whether the fence would be located on the property lines, to ensure we lost no real estate with the installation of the fence. I was assured by the developer, the real estate agents and the City of Pinehurst by their approval of the permit, we would have full access to our entire parcel of property for which we were paying for. The fence was installed per the city approved permit and per the HOA guidelines.

As far as we were aware, we had complied with city ordinances as well as HOA guidelines. Six months later in March 2020, I get a knock on my door and am notified by a Caviness and Cates project manager our fence will need to be relocated. Only until I personally reached out to the City of Pinehurst did I find out this was true. I had even applied for a permit for a gazebo and no one brought up the fence issue while I was applying for that permit. Excessive time has since transpired for this to be reversed. The city had ample opportunity to address this problem nearly seven months ago.

#3 Additionally, when I asked for a written copy for definitions and restrictions of an "Undisturbed Landscape Easement" the city responded they had no such clarifications. All I have been able to secure are vague generalities around what this easement actually is, which is still unclear and yet undefined. When a reasonable person looks at words and their various combinations, they are able to surmise their meaning. The combination of undisturbed and

EXHIBIT Q

landscape would imply protection of the existing flora. In fact, the HOA document even states such:

5. Walls and Fences shall extend to the **rear Lot boundary line** despite buffer reservations, so long as no trees are felled when fencing along or to the rear boundary line. Therefore, if trees are located on the rear property line, then the fence shall not extend along the rear Lot boundary line. In the event trees are located on the rear property line (and fencing cannot extend directly along the rear Lot boundary line) the fence or wall shall extend in a straight line and parallel to the rear property line at a distance that is no less than the distance of the tree closest to the rear Lot boundary line and no more than five (5) feet from the rear Lot boundary line.

It is unreasonable to expect any homeowner to comply with an ordinance for which no written explanation or restrictions exists. We complied with the ordinance by submitting a fence permit which was approved. Furthermore, there is no manner of monitoring or ensuring this ordinance is honored by any homeowner within this development. There are no before / after pictures of the 10' area for any of the parcels, and therefore can not effectively be enforced going forward.

Having recently moved from a development in Charlotte that had Undisturbed Landscape Easements, fences were not restricted from these areas. Fences are not legally considered permanent structures, nor development. The restrictions were focused on development (sheds, houses, etc.) of these areas and ensuring the existing landscape (trees and shrubs) was not removed but additional landscaping (trees and shrubs) could be supplemented at any time.

#4 We purchased our home in Pinehurst for multiple reasons such as code enforcements, resale, etc. A single driving factor for this development was due to the large lot as well as a fence that could be added to our property that was required to be placed on the property lines on the sides and rear. At no time did any person or entity provide us with any conflicting information stating we would not be able to have access to a 10' strip at the rear of our lot. The approval by the City of Pinehurst, for our fence on the rear property line reinforced our reasoning. That strip of land is 113' long, totaling 1,130 square feet of lost property if the fence is relocated. It is unfair and unrealistic to not expect some form of refund from the purchase price and / or a property tax reduction for the unusable property if the fence is relocated. Had the city denied the permit at the time of application, prior to closing, then this would have given us time to re-examine the purchase of this property. As a result of this oversight, my family could potentially own a parcel of property that is reduced in size and now will affect the future resale value of my home.

EXHIBIT Q

FENCE RELOCATION APPEAL
822 Winston Pines Drive, Aberdeen NC 28315
PID# 20180553

#5 This homesite was built with a septic system utilizing a lift station. The distribution box and drain fields are at the rear of the property. Relocation of the fence will place the fence less than 2' from the distribution box and place fencing posts within the drain field area. This creates several issues. Maintenance and repair are negatively affected as it will require fencing removal to access the distribution box and or field. This puts an undue financial burden on my family as the homeowners for future repairs and maintenance. Placing fence posts in a drain field would reduce the effective life of the fencing as well as negatively impact the integrity of the drain fields, as well as potentially create a hazardous condition of sewage seepage.

#6 The current 10' strip has two pine trees, each around 4.8" diameter trunks. They are both located in the southeast corner. There are no other trees in this strip. At the time we purchased the home, these were the only two living plants of significance in the 10' strip. The rest of the ground was covered in pinestraw and was a barren wasteland. There is nothing in the 10" strip that is disturbed now. We have added plantings to help stop the erosion issues at the back of the property since there was no vegetation existing in that area. The relocation of the fence will not improve any landscape conditions in the buffer. The fence does not in any way inhibit growth of plants or trees nor is it a permanent structure. It was built for the containment of our two dogs, within our back yard. There is no residence directly behind our property and our fence is not visible through the trees on the other property. There are also active and occupied bluebird birdhouses located in and around this fence. Relocation of the fence while these nesting boxes are active will disturb the migratory birds in violation of the Federal Migratory bird act. Relocation of the fence will also destroy the existing plants and return it to the barren wasteland it was at the time of purchase.

BOARD OF ADJUSTMENT
SPECIAL MEETING (ELECTRONIC)
WEDNESDAY, MAY 27, 2020
ZOOM MEETING PLATFORM &
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:00 PM

Board Members Present:	**Board Members Absent:**	**Staff Present:**
Julia Latham, Chair	None	Darryn Burich, Planning and Inspections Director
Leo Santowasso, Vice Chair		Alex Cameron, Senior Planner
Joel Shriberg		Kelly Brown, Administrative Assistant
Cyndie Burnett		
Jeramy Hooper		

I. Call to Order

Chair Latham called the meeting to order at 4:00 pm. The meeting was held electronically using the virtual meeting platform Zoom, in order to comply with the governor's executive order addressing the COVID-19 pandemic. She confirmed a quorum was present with Mr. Santowasso physically present in Assembly Hall and the rest of the Board participating virtually.

II. Public Hearing

Mr. Santowasso moved to re-enter into Public Hearing No. 1. Seconded by Ms. Burnett. Motion carried by a vote of 5-0.

Ms. Latham stated this hearing for a variance request at 10 Rockland Lane was originally heard by the Board on May 7, 2020 and was continued to May 27, 2020 to allow the applicant time to submit a revised site plan to the Board for their consideration.

Mr. Cameron stated that the purpose of the public hearing was to receive testimony for a variance request from Section 9.2a Tables of Dimensional Requirements for the property addressed as 10 Rockland Ln., further identified by Moore County PID # 00029602. This property is located within the R-10 (High Density Residential) Zoning District. Mr. Cameron stated the applicant and owner, Kirk Adkins of Ennismore Properties, LLC originally requested a variance from the 30' golf course setback to allow for a 15' setback, but amended his request during the May 7th meeting to allow for a 25' setback. Mr. Cameron entered the exhibits Q-T into the record.

Mr. Adkins submitted to the Board a revised site plan showing the proposed floor plan flipped. He stated the flipped floor plan did not fit within the building envelope; it encroached 3.43' into the setback and was 26.75' away from northern property line. Mr. Adkins stated 32 square feet of the house encroached into the setback. Mr. Santowasso disputed the calculation stating 35.2 square feet of house encroached into the setback. Mr. Adkins stated safety was enhanced by flipping the floor plan, as the proposed driveway was a safer distance away from stop sign intersection of Doral Drive and Rockland Lane. He stated the flipped floor plan now had the golf cart garage entrance facing the golf

cart entrance of 20 Rockland Lane. Mr. Adkins acknowledged the house would be seen going south on Doral Drive and voluntarily added architectural features to the left side elevation to enhance curb appeal.

Ms. Burnett compared the houses in the neighborhood to the proposed house plan. She stated the lot sizes and building square footages were similar. She stated most existing houses are one-story, but the width and depth of existing houses were larger than the proposed house plan. She stated it would be difficult for Mr. Adkins to build a one-story house on the lot that matched the size of existing houses due to the setback.

Upon question by Mr. Hooper, Mr. Adkins stated he worked with the designer and was not able to reduce and building footprint without changing the floor plan, which would have been costly.

Derek Alty of 270 Doral Drive did not support the variance request. He disputed that a hardship existed and was concerned about the size, height, and neighborhood congruity of the proposed house.

Jim Plankar of 30 Rockland Lane did not support the variance request. He disputed the application information provided by Mr. Adkins about the setbacks of neighboring houses.

Peggy Raney of 275 Doral Drive was concerned about the size of the house and how it would fit into the neighborhood.

Mr. Adkins provided reasoning for his variance request:

1) The property is unique in that it has three sides with 30' setbacks. He stated these three setbacks created a building envelope on which a house with only a width of approximately 45' could be built. If the variance was not granted and it would mandate a house being built which is incongruent with the style of homes in the neighborhood.
2) The property is the last lot to the north of Rockland Lane. He stated there is no house or neighbor to the north that would be impacted by this variance. He stated land to the north is owned by Pinehurst Resort. Mr. Adkins stated he received a letter from Bob Farren of Pinehurst LLC stating no objection to the variance request.
3) This hardship did not occur due to any action taken by Mr. Adkins. The lot is only 12,377 square feet. Changing the setback would allow the house design that is appropriate for the neighborhood, as it cannot be built on the current building envelope
4) The north property line of the lot of which the setback variance is being requested is not in the field-of-play. It is 184 feet away from the halfway house. Consequently, the variance request is within the intent, purpose and spirit, and poses no issue to public safety.

<u>Mr. Santowasso moved to close Public Hearing No. 1 and re-enter the regular meeting. Seconded by Mr. Hooper. Motion carried by a vote of 5-0.</u>

The Board discussed the size and height of the proposed house, the concerns of the neighbors, and congruity of the proposed house within the neighborhood. Upon the concern of Mr. Hooper, the Board discussed the hardship of this variance request. Mr. Santowaso proposed a condition that the site plan be revised to show the correct square footage of the house encroachment into the setback.

<u>Mr. Santowasso moved to approve the variance request for the property at 10 Rockland Lane for a 25 foot setback with the following findings of fact and conclusions of law:</u>

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

Hardship results due to the fact that there are two applicable 30' golf course setbacks on the lot with another 30' front setback therefore making a total of three 30' setbacks on the lot

B. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance;

The lot is peculiar to the fact that it is a corner lot. has two 30' golf course setbacks in addition to the front 30' setback and the curvature of the road creates a smaller building footprint not similar to other lots in the neighborhood

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

The zoning regulations were placed on the lot after the lot was created and prior to the property owner purchasing the property which create more restrictive conditions that further limit the building placement

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

The submitted house plans allow for a more safe driveway location, promote the general character of the neighborhood and helps preserve the existing view shed and vistas of the adjacent golf course

With the condition that encroachment area is corrected to 32.5 square feet and that house plan and foot print is mandated to be constructed as submitted. Seconded by Ms. Burnett. Motion failed by a vote of 5-0.

Roll Call

Shriberg	*No*
Santowasso	*No*
Burnett	*No*
Hooper	*No*
Latham	*No*

The Board discussed the condition that the applicant build the house plan as submitted.

Mr. Santowasso moved to approve the variance request for the property at 10 Rockland Lane for a 25 foot setback with the following findings of fact and conclusions of law:

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

   Hardship results due to the fact that there are two applicable 30' golf course setbacks on the lot with another 30' front setback therefore making a total of three 30' setbacks on the lot

B. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance;

   The lot is peculiar to the fact that it is a corner lot. has two 30' golf course setbacks in addition to the front 30' setback and the curvature of the road creates a smaller building footprint not similar to other lots in the neighborhood

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

   The zoning regulations were placed on the lot after the lot was created and prior to the property owner purchasing the property which create more restrictive conditions that further limit the building placement

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

   The submitted house plans allow for a more safe driveway location, promote the general character of the neighborhood and helps preserve the existing view shed and vistas of the adjacent golf course

With the condition that the home which is to be built on the lot is reflective of the submitted material labeled as "EXHIBIT S", Sheets 1-6 inclusive. Seconded by Mr. Shriberg. Motion carried by a vote of 4-1.

Roll Call

Shriberg	*Yes*
Santowasso	*Yes*
Burnett	*Yes*
Hooper	*No*
Latham	*Yes*

DRAFT

A. Next Meeting Date

a. **Regular Meeting on June 4, 2020** (If the Board has business to conduct)

Mr. Cameron stated there would be no business before the Board.

B. **Motion to Adjourn**

Mr. Hooper moved to adjourn the meeting. Seconded by Mr. Santowasso. Motion carried by a vote of 5-0 at 5:50 pm.

Respectfully Submitted,

Kelly Brown
Administrative Specialist
Village of Pinehurst

A recording and videotape of this meeting are located on the Village website: www.vopnc.org.

The Village of Pinehurst is a charming, vibrant community which reflects our rich history and traditions. Mission: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors. Values: Service, Initiative, Teamwork, and Improvement.

DRAFT

EXHIBIT A

1895
VILLAGE OF
PINEHURST

PLANNING AND INSPECTIONS DEPARTMENT STAFF MEMO

To: Zoning Board of Adjustment
From: Alex Cameron, Senior Planner
CC: Darryn Burich, Planning and Inspections Director
Kelly Brown, Administrative Specialist
Date: August 25, 2020
Subject: Appeal of an Official Staff Determination

Applicant:	Ben Stahl
Owners:	Ben Stahl
Property Location:	822 Winston Pines Drive
Parcel Size:	25,309 square feet or 0.58 acres
PID#	20180553
Zoning:	R-30-CD (Medium Density Residential – Conditional District)
Current Land Use:	Single Family Residential, Lot #4 of the Winston Pines Subdivision
Staff Determination Being Appealed:	Fence cannot be located within the 10' undisturbed landscape easement per a condition of the Conditional District Rezoning

Background:

The Winston Pines Subdivision was approved by Village Council with a zoning map amendment for a Conditional District Rezoning and associated General Concept Plan at their meeting on September 12, 2017 after conducting a duly advertised public hearing. With the Conditional District rezoning, specific site conditions were imposed, asked for, and mutually agreed upon by the applicant and the Village Council.

The Conditional District Rezoning was also reviewed by the Planning and Zoning Board prior to review and consideration of the Village Council. After taking in many comments from neighboring owners during the public hearing before the Planning and Zoning Board, a proposed condition was brought forth to provide a landscape area or buffer around the perimeter of the development. Ultimately, the Planning and Zoning Board recommended a condition which was agreed upon by the applicant and later approved by Village Council as stated in condition #5 in Ordinance #17-12 *(Exhibit C)*.

> "*A landscape easement shall be provided along the rear of the proposed lots adjoining properties to the subdivision as shown. The landscape easement shall be 10' wide and shall remain as undisturbed*."

The 10' landscape easement was labeled on the General Concept Plan *(Exhibit D)* that was approved with the Conditional District Rezoning as well as the approved Final Plat *(Exhibit E)*.

The developer gained approval from the Technical Review Committee (TRC) in March of 2018 to install the necessary improvements for the subdivision. After completing site inspections on the improvements and determining compliance, the Final Plat was approved in November of 2018 creating the 28 residential lots of the subdivision. This then allowed the builder to submit for and obtain building permits for the individual single family homes.

The subject property of this appeal is labeled as lot #4 and addressed as 822 Winston Pines Drive. The home was completed in October of 2019. An application for a fence permit *(Exhibit H)* was submitted by LMS & sons Homes, Inc. (fence contractor) on behalf of the property owner at the time and builder of the home, Caviness & Cates Building Development Company. The required sketch plan showed the fence extending almost to the property line and within the 10' undisturbed landscape easement. The permit was issued by staff on October 1, 2019.

Village staff received a complaint on December 27, 2019 stating that a fence was constructed within the landscape easement area. Village staff investigated the site, the fence permit and application and the condition of the rezoning. In order to help arrive at a determination, staff consulted the Pinehurst Development Ordinance (PDO) definitions and the latest version of the Meriam-Webster Dictionary.

The PDO defines a fence as "*a structure eighteen (18) inches or taller used to delineate a boundary or as a barrier or means of protection, confinement, screening or as an aesthetic component of landscaping.*"

The latest version of Meriam-Webster Dictionary defines undisturbed as "*not disturbed: not altered or interfered with*."

In January of 2019 the developer declared and published the Winston Pines Homeowners Association along with covenants, conditions and restrictions for the subdivision *(Exhibit I)*. Article III Section S pertains to fencing and did not mention the location of fences within the landscape easement. Subsequently, that section of the covenants and restrictions were amended in June of 2019 *(Exhibit J)* and required fencing to extend to the rear lot line so long as no trees are felled (item #5). Staff was not included or involved in or made party to any of the language of fence locations in the easement area at the time of drafting or recording of the covenants and restrictions.

Staff ultimately concluded that fencing cannot be located within the 10' landscape easement and that the fence permit had been issued in error. Staff communicated this to the property owner, along with options to come into compliance: the Village would pay to relocate the fence outside the landscape

easement, or the owner could appeal the staff determination. An official determination letter was sent to the property owner, Bass Design and Development LLC, and Caviness & Cates Building Development Company.

The property owner chose to appeal the determination and submitted a complete application for an appeal within the required thirty (30) day window.

The owner has indicated with their application that moving the fence could impact and cause issues with the location of the septic area drain lines. Staff was able to consult with Moore County Environmental Health (*Exhibit N*) and they indicate that they would need the fence to be located 5' off the drain line. Based on a sketch from Moore County Environmental Health (*Exhibit O*) the drain line is approximately 13' from the rear property line and could be an issue if the fence is relocated too close to the line.

Along with this report (*Exhibit A*) staff has included the following labeled exhibits for review and consideration of the Board:

- Exhibit B – Official Determination Letter
- Exhibit C – Ordinance #17-12
- Exhibit D – Approved General Concept Plan
- Exhibit E – Final Plat
- Exhibit F – Final Survey
- Exhibit G – Septic Operation Permit
- Exhibit H – Fence Application and Permit
- Exhibit I – Covenants and Restrictions Created January 4, 2019
- Exhibit J – Covenants and Restrictions Amended June 18, 2019
- Exhibit K – Correspondence of Complaint and Staff Response
- Exhibit L – Correspondence of Staff Notification to the Fence Contractor
- Exhibit M – Correspondence of Staff to Owner for Options of Fence Location
- Exhibit N – Correspondence from Moore County Environmental Health on Location of Fence from Septic Drain Line
- Exhibit O – Sketch of Perimeter Lots Septic Areas from Moore County Environmental Health

The applicant has submitted the following labeled exhibits for review and consideration of the Board:

- Exhibit P – Application for Appeal
- Exhibit Q – Appeal Justification

Additional exhibits may be presented at the public hearing and requested by the Board.

Appeals and Evidentiary Hearing Process:

Appeals to the Zoning Board of Adjustment from the decisions of the Village's administrative staff on actions and/or decisions pursuant to the PDO or other ordinances that regulate land use or development are allowed to ensure that any enforcement action taken by staff is consistent with the terms and purposes of the PDO and any related policies or ordinances adopted by the Village.

Decisions on appeals of administrative staff are quasi-judicial decisions of the Board and therefore require an evidentiary hearing. The purpose of evidentiary hearings is to gather competent, relevant, factual evidence on the application and not solicit broad public opinion. The Chair is responsible for calling witnesses, swearing in all wishing to provide testimony, following established procedures, ensuring that witnesses present relevant evidence only, and limits repetitious testimony. Typically, staff acts as the initial witness and after being sworn in will present basic information and background on the request as well as enter staff exhibits into the record. The applicant and other witnesses will be sworn in and can provide factual testimony to the Board on the application. Board members listen and ask relevant questions, assess the credibility of all testimony, remain impartial, and vote on the case. At the conclusion of the hearing, the Board shall make its decision based on the competent, material, and substantial evidence while adopting findings of fact.

Action by the Zoning Board of Adjustment:

(A) Upon receiving the application materials from the Village Planner, the Zoning Board of Adjustment shall hold a public hearing on the appeal. Notice of the public hearing shall be provided and the public hearing shall be conducted in accordance with Section 4.1 of this Ordinance;
(B) Either at the public hearing or a subsequent meeting, the Zoning Board of Adjustment shall adopt a resolution reversing, affirming, or modifying the contested action;
(C) In reversing, affirming, or modifying the contested action, the Zoning Board of Adjustment shall have all relevant powers of the administrative officer from whom the appeal was taken;
(D) The Zoning Board of Adjustment shall not reverse or modify the contested action unless it finds that the administrative officer erred in the application or interpretation of the terms of this Ordinance or related policies adopted by the Village;
(E) The Zoning Board of Adjustment shall not reverse or modify the contested action unless there is a concurring vote of a majority of the members.

In the event that the Zoning Board of Adjustment reverses or modifies the contested action, all subsequent actions taken by administrative officers with regard to the subject matter shall be in accordance with the reversal or modification granted by the Zoning Board of Adjustment.

Any appeal from the decision of the Zoning Board of Adjustment in regard to administrative review shall be to the Superior Court of Moore County by petition for a writ of certiorari. Any such petition to the Superior Court shall be filed no later than thirty (30) days after the date the decision of the Zoning Board of Adjustment is filed in the Village Planner's office.

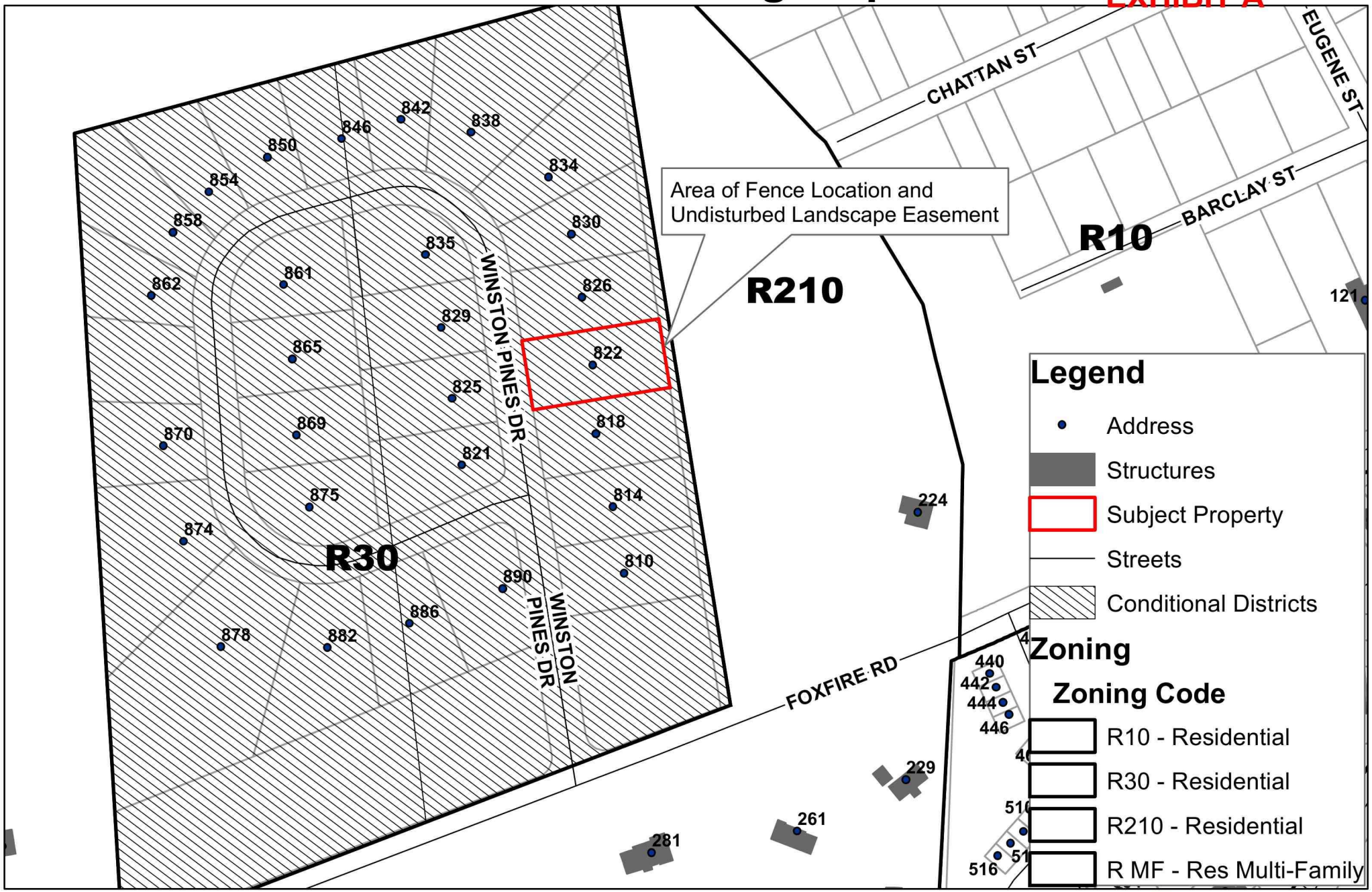
EXHIBIT A

Attachments to Staff Report (*Exhibit A*)

- Area Zoning Map
- Aerial Map
- Adjacent Property Owner Notification
- Labels of Property Owners Notified
- Map of Adjacent Property Owners Notified
- Certification of Adjacent Property Owner Notification
- Draft Appeal Order with Findings of Fact and Conclusions of Law

Area Zoning Map

EXHIBIT A



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Village of Pinehurst Disclaimer: It is understood that the data contained herein is subject to constant change and that its accuracy cannot be guaranteed. The maps have been created from information provided by various government and private sources at various levels of accuracy. The data is provided to you "as is" with no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the information provided herein. It is the responsibility of the user of the data to be aware of the data's limitations and to utilize the data in an appropriate manner. Any resale of this data is strictly prohibited in accordance with North Carolina General Statutes 132-10. Grid is based on North Carolina State Plane Coordinate System NAD83 (feet). P:\Advisory Boards\Board of Adjustment\BOA Meetings\2020\822 Winston Pines Drive\Map for 822 Winston.mxd 8/24/2020

September 3, 2020
Zoning Board of Adjustment
Appeal of Zoning Administrator Decision

1895 VILLAGE OF PINEHURST

N W E S

Aerial Map

EXHIBIT A

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September 3, 2020
Zoning Board of Adjustment
Appeal of Zoning Administrator Decision

1895 VILLAGE OF PINEHURST

N W E S

EXHIBIT A

HISTORY, CHARM, AND SOUTHERN HOSPITALITY

NOTICE OF PUBLIC HEARING
VILLAGE OF PINEHURST

Dear Property Owner:

The Pinehurst Board of Adjustment will be holding a Public Hearing on:

Thursday, September 3, 2020
4:00 PM
Pinehurst Village Assembly Hall
395 Magnolia Rd.

To receive evidence on an Appeal on the official determination of the Pinehurst Zoning Administrator to the Board of Adjustment, regarding an application made by Ben Stahl, owner of subject property. Specifically, this request is seeking a determination from the Board of Adjustment regarding the decision of the Pinehurst Zoning Administrator in applying the regulatory provisions of a condition associated with a Conditional District Rezoning regarding the location of a fence within a 10' undisturbed landscape easement at the property addressed as 822 Winston Pines Drive, Aberdeen NC. This property is also defined as Moore County PID# 20180553.

As the owner of said property, an adjacent property owner or as the applicant, you are receiving formal notification of this Public Hearing. Information on this request is available for public review at the Planning and Inspections Department, Village Hall, 395 Magnolia Road, Pinehurst, North Carolina, Monday through Friday from 8:30 AM to 5:00 PM **OR** will be available online the week of the meeting at: https://pinehurst.novusagenda.com/agendapublic/.

The meeting will be streamed in real-time on the Village's website, at www.vopnc.org/live. All persons wishing to be heard should be present during the public hearing so that the facts presented are made a matter of record.

For more information, please call (910) 295- 2581.

EXHIBIT A

SCOFIELD, ERUC LOUIS
SCOFIELD, LYNDSEY
818 WINSTON PINES DRIVE
ABERDEEN NC 28315

LOVETTE, MARGARET HUNT

224 FOXFIRE RD
ABERDEEN NC 28315

CAVINESS & CATES BUILDING
AND DEVELOPMENT COMPANY
639 EXECUTIVE PL, STE 400
FAYETTEVILLE NC 28305

STAHL, BENJAMIN F IV
STAHL, CHRISTIE S
822 WINSTON PINES DRIVE
ABERDEEN NC 28315

HENDERSON, MICHAEL & AMY

825 WINSTON PINES DRIVE
ABERDEEN NC 28315

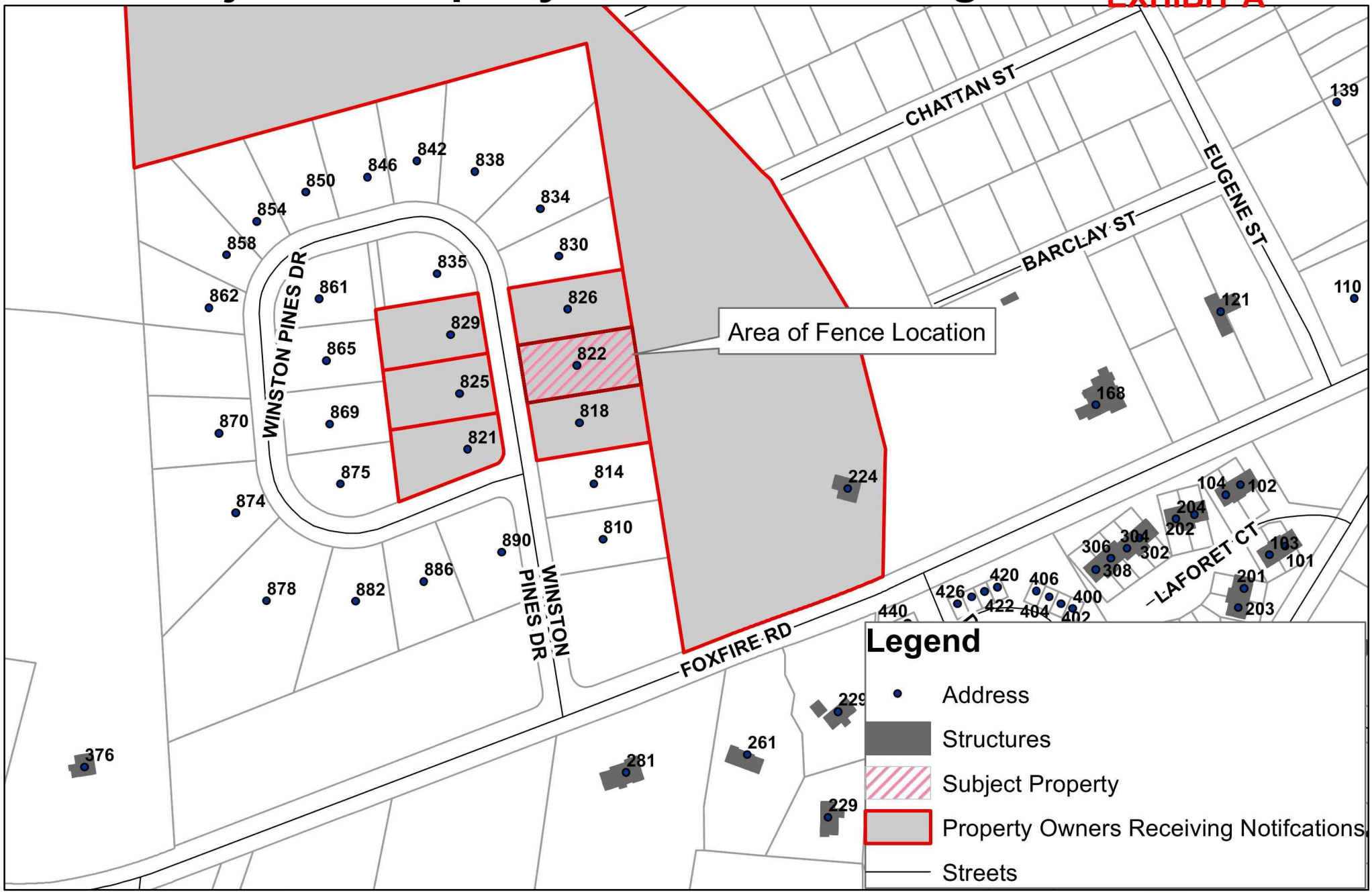
KEN BASS
[illegible]

MCMILLAN, COURTNEY LEIGH
GLEATON, ROBERT TODD
826 WINSTON PINES DR
PINEHURST NC 28374

CAVINESS & CATES BUILDING
AND DEVELOPMENT COMPANY
639 EXECUTIVE PL, STE 400
FAYETTEVILLE NC 28305

Adjacent Property Owners Receiving Notification

EXHIBIT A



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8/21/2020

September 3, 2020
Zoning Board of Adjustment
Appeal of Zoning Administrator Decision

1895 VILLAGE OF PINEHURST

N W E S

EXHIBIT A

1895
VILLAGE OF
PINEHURST

CERTIFICATION OF ADJACENT PROPERTY OWNER NOTIFICATION

Board:

- ☐ Planning and Zoning Board
- ☐ Historic Preservation Commission
- ☑ Board of Adjustment
- ☐ Village Council

Meeting Date: September 3, 2020

I, certify that all adjacent property owners were properly notified of public hearings for the following properties in accordance with state and local law:

822 Winston Pines Drive,
Aberdeen, NC 28315
PID# 20180553

Date Notice Was Mailed: August 21, 2020

Date Property Was Posted: August 21, 2020

Alex Cameron

Alex Cameron
Village Planner

EXHIBIT A

HISTORY, CHARM, AND SOUTHERN HOSPITALITY

BEFORE THE VILLAGE OF PINEHURST BOARD OF ADJUSTMENT

IN RE: PETITION & APPEAL BY)
BEN STAHL, PROPERTY OWNER)

Order

This matter was before the Village of Pinehurst Zoning Board of Adjustment ("Board") on September 3, 2020 pursuant to an appeal by Petitioner from an action and decision of the Zoning Administrator in applying the regulatory provisions of the mutually agreed upon condition #5 of a Conditional District Rezoning, as stated in Ordinance #17-12 for a Zoning Map Amendment of approximately 28 acres along Foxfire Road at the time identified as Moore County PID#'s 00020369 and 00020354, dated September 12, 2017. Said condition reads: "A landscape easement shall be provided along the rear of the proposed lots adjoining properties to the subdivision as shown. The landscape easement shall be 10' wide and shall remain as undisturbed." This provision is being applied to the entirety of the subdivision as shown on the General Concept Plan and Final Subdivision Plat and specifically for a fence at 822 Winston Pines Drive Aberdeen, North Carolina further identified as Moore County PID# 20180553. Petitioner represented himself; the Village of Pinehurst ("VOP") was represented by Alex Cameron, Senior Planner. The Board of Adjustment has reviewed the Record submitted to the Board and has considered the arguments of counsel, upon which it makes the following:

EXHIBIT A

HISTORY, CHARM, AND SOUTHERN HOSPITALITY

FINDINGS OF FACT

1. Mr. Stahl owns the property at 822 Winston Pines Drive also identified as Moore County PID# 20180553. The property is zoned R-30 CD (Conditional District) under the Pinehurst Development Ordinance as shown on the latest "Official Zoning Map" and further described in Ordinance #17-12.

2. A contractor submitted an application for and was issued a permit from the VOP Planning and Inspections Department on October 1, 2019 to construct a fence in the rear yard of the property and within the labeled 10' undisturbed landscape easement.

3. On December 27, 2019, the VOP Planning and Inspections Department received a complaint that a fence was being constructed within the 10' undisturbed landscape easement. After an inspection confirmed the complaint, VOP staff noticed the issued permit was not compliant.

4. On February 11, 2020, VOP staff contacted the contractor to inform them that the fence would need to be located outside of the 10' easement.

5. On February 14, 2020, the contractor stated that the property owner was requesting VOP staff to communicate directly with them regarding the fence placement therefore turning the matter directly over to the property owner.

6. On March 13, 2020, Darryn Burich, VOP Planning and Inspections Director sent communication via email to the property owner stating the options to comply with the conditions and the placement of the fence.

7. On March 20, 2020, Darryn Burich, VOP Planning and Inspections Director also acting as the Zoning Administrator, issued a signed final determination letter of how to comply with the necessary conditions of the fence location. This letter was sent to the Appellant (Ben Stalhl, property owner), Ken Bass, Bass Design and Development, LLC (developer of the Winston Pines Subdivision) and Caviness & Cates Building Development Company (current home builder and lot owners within the said subdivision).

8. Due to mailing and addressing issues, the property owner received the signed determination letter from the VOP on April 1, 2020.

9. On April 27, 2020 the Planning and Inspections Department received an application to appeal the decision of the Zoning Administrator.

EXHIBIT A

BASED UPON THE FOREGOING FINDINGS OF FACT, THE BOARD MAKES THE FOLLOWING CONCLUSIONS OF LAW

1. The fence at the property addressed as 822 Winston Pines Dr., PID# 20180553 ***does/does not*** comply with condition #5 on Ordinance #17-12 for the Conditional District Rezoning.

2. Fencing ***can/cannot*** be allowed within the 10' undisturbed landscape easement.

Therefore, based upon the foregoing Findings of Fact and Conclusions of Law, the Board ***affirms/reverses or modifies (state specifics of how it's modified)*** the decision of the Zoning Administrator.

This the_____day of _____ , 2020.

_____

Leo Santowasso
Vice Chairman
Village of Pinehurst Board of Adjustment

Ruling filed with the Village of Pinehurst:

_____
DATE

_____
Kelly Brown
Clerk to the Zoning Board of Adjustment