



CITY OF HENDERSONVILLE PLANNING BOARD - REGULAR MEETING

City Hall – 2nd Floor Meeting Room | 160 6th Ave. E. | Hendersonville, NC 28792
Thursday, August 14, 2025 – 4:00 PM

AGENDA

1. **CALL TO ORDER**

2. **APPROVAL OF AGENDA**

3. **APPROVAL OF MINUTES**

A. Minutes of June 12, 2025

4. **OLD BUSINESS**

5. **NEW BUSINESS**

A. Zoning Text Amendment: ¾-Family General Statute Compliance + FIL Update (25-41-ZTA) –
Matthew Manley, AICP – Long-Range Planning Manager

B. Administrative Review: Preliminary Plat / Major Subdivision –Wilmont Estates (Phase II of
Washburn Tract) | 25-53-SUB – *Matthew Manley, AICP – Long-Range Planning Manager*

C. Administrative Review: Preliminary Plat / Major Subdivision – Mabry Woods (25-47-SUB) –
Matthew Manley, AICP – Long-Range Planning Manager

6. **OTHER BUSINESS**

A. Update on Interlocal Agreement - *Lew Holloway, Community Development Director*

7. **ADJOURNMENT**

The City of Hendersonville is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or an accommodation for this meeting please contact the Community Development Department no later than 24 hours prior to the meeting at 828-697-3010.

Minutes of the Planning Board Regular Meeting June 12, 2025

Members Present: Jim Robertson, (Chair), Tamara Peacock (Vice-Chair), Donna Waters, Kyle Gilgis, Bob Johnson, David McKinley

Members Absent: Mark Russell, Laura Flores

Staff Present: Tyler Morrow, Current Planning Manager, Sam Hayes, Planner II, Matthew Manley, Long Range Planning Manager

I Call to Order. *The Chair called the meeting to order at 4:00 pm. A quorum was established.*

II Approval of Agenda. *Ms. Gilgis moved to approve the agenda. The motion was seconded by Mr. Johnson and passed unanimously.*

III(A) Approval of Minutes for the meeting of May 8, 2025. *Ms. Waters moved to approve the Planning Board minutes of the meeting of May 8, 2025. The motion was seconded by Ms. Peacock and passed unanimously.*

Chair stated long time Planning Board member Peter Hanley passed away on June 2nd. A moment of silence was taken in honor of Mr. Hanley.

IV Old Business

V New Business

V(A) Conditional Zoning District – Spartanburg Highway Medical Office Building (25-23-CZD). Mr. Morrow gave the following background:

Mr. Morrow stated the subject parcel is made up of two parcels. These parcels are located on Spartanburg Highway. The applicant is UNC Health Pardee and the property owner is Henderson County. The applicant is requesting to rezone this property to CHMU CZD. The subject property is approximately 4.54 acres and the applicant is proposing to construct a 42,520 square foot medical office building. The Gen H Comprehensive Plan designates this as Mixed Use – Employment.

The NCM for this project was held April 29, 2025. No submitted public comments were received for that meeting. Topics discussed were the type of medical services that would be provided, whether or not behavioral health programs would be incorporated into the development, drainage, stormwater and the blue line stream shown on the USGS maps, funding for the project and Henderson County's involvement. It was noted that Pardee was an incredible asset to our community.

Site photos were shown and are included in the staff report and presentation.

A brief rezoning history was discussed and is included in the staff report and presentation.

A site plan and renderings were shown and is included in the staff report and presentation. The site plan was discussed.

Mr. Morrow stated that CHMU does allow for four stories. This building is proposed at 32 feet and two stories.

Mr. Morrow stated a Traffic Impact Analysis was submitted for this project. The TIA showed this project would generate 1,826 daily trips, 118 AM peak hour trips and 180 PM peak hour trips. Six intersections were used as part of this TIA.

Mr. Morrow stated neither the city or the developer have any proposed conditions for this development.

Future Land Use map was shown and is included in the staff report and presentation.

General Rezoning standards for Comprehensive Plan Consistency were discussed and are included in the staff report and presentation.

The Current Land Use and Zoning map was shown and is included in the staff report and presentation.

General rezoning standards for compatibility were discussed and are included in the staff report and presentation.

A draft Comprehensive Consistency statement was included in the presentation and staff report.

A draft reasonableness statement for approval and denial were included in the staff report and presentation.

Chair asked if there were any questions for staff.

Ms. Gilgis asked at this part of Spartanburg Highway is the five lanes with a center turn lane. Mr. Morrow stated yes, two travel lanes and a middle turn lane. She asked if the entrance way from Spartanburg to this facility is not a right in and right out, it is both. Mr. Morrow stated it is a full access entrance and there would not be a right in, right out component. She stated a crosswalk was mentioned on Spartanburg Highway, a crosswalk? Mr. Morrow stated he thinks a zoning crosswalk is what was mentioned. That is from the Comprehensive Plan, there isn't a crosswalk on Spartanburg Highway proposed that doesn't exist currently. They will be providing a crosswalk from the staff parking. He pointed this out on the site plan. Outside of the accesses that is the only crosswalk connection that would be proposed.

Chair stated CHMU CZD has never been done on Spartanburg Highway. Why wouldn't they suggested C-3 CZD. Mr. Morrow stated we are trying to phase out C-3. It is one of the historic commercial highway corridor zonings and we see how it played out on Four Seasons. We are trying not to replicate that. CHMU is compatible with Gen H and the future vision of what city wants to see moving forward. There is no footprint maximum.

There were no further questions for staff.

Chair asked if the applicant would like to speak.

John Bryant, VP of Operations and Support Services with UNC Health Pardee at 800 N. Justice Street. He stated the alignment with the Gen H Comprehensive Plan as well as the opportunity to extend healthcare services to the southern part of the county is a priority for them when it comes down to creating access as close to people's homes as possible. They have met all the requirements of the zoning ordinance. They

recognize this not only benefits the citizens of Henderson County but creates an opportunity for them to provide greater services to the southern end of the county. They received great feedback from the NCM and were responsive to some of that feedback. They have met with the Planning team on a number of occasions and have received great feedback and revisions for the work. He stated the Planning and Design team are here if anyone had any questions.

Chair asked if there any questions for the applicant.

Chair asked Mr. Bryant to provide the Board with the summary of the history of the need and the funding for this project. Mr. Bryant gave a brief summary. He discussed partnering with Henderson County and stated the county is the borrower of the resources and then the tenants cover that borrowing. He discussed expanding services and building new locations.

Chair stated the number of parking spaces, is it right at what is required, is it more than what is required, less than what is required. Mr. Morrow stated it is more than what is required, 170 is required and 196 is what is being proposed. He stated this is within the Entry Corridor so there is a 20% reduction in parking if the developer decided to do that but they are not utilizing that 20% there.

Parking was discussed by the applicant and why it was more than what is required.

There were no further questions for the applicant.

Chair opened public comment.

Glenn Lange, 623 Ferncliff stated he is with the Hendersonville Tree Board and is a certified wildlife biologist. He stated he wanted to compliment that particular design team particularly the folks working on the landscaping plan because he has seen very few developments that utilize almost entirely native plants. Native plants provide the best conditions we can for our ecosystem. It is very commendable that they are doing this.

Ken Fitch, 1046 Patton Street (zoom) stated he would like to commend the Planning team for this project. The NCM was remarkably productive. One of the issues he raised was the flow of traffic through the site. That is something that will have to be worked out. He explained the reasons why he thought this facility was important. He discussed having a bus stop. He stated there is a piped blueline stream and asked what the condition was of the pipe.

Chair closed the public hearing.

Chair asked if the pipe was sufficient and has it been inspected and when was it installed.

Tom Jones, WGLA Engineering 724 5th Avenue West stated they are the civil engineers working on this site. He stated the pipe is old and they will need to look at it and it will probably have to be replaced. As part of that process they will analyze it and see if it is adequate for the flow. It is to be determined as to what needs to be done to the pipe. Sometimes you can rehabilitate them and they will look at that as a possibility or replacement. They won't allow it to deteriorate, they will replace or repair it. They will also consider the size at that time. Mr. Morrow stated it flows towards Upward Road. Chair asked about putting a condition that it be inspected and repaired or replaced. Mr. Morrow stated they could recommend that as a condition. Chair stated he trusts that it will be done but it might be good to have a condition on it.

Sidewalks were discussed. There are existing sidewalks on Spartanburg Highway and new sidewalks on Old Spartanburg Road.

Ms. Peacock moved Planning Board recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PINs: 9578-41-6876 & 9578-42-5074) from C3-SU, Highway Business Special Use to CHMU-CZD, Commercial Highway Mixed Use Conditional Zoning District, for the construction of a 42,520 square foot medical office building based on the master site plan and list of conditions submitted by and agreed to by the applicant, [dated 6-4-25] and presented at this meeting and subject to the following: 1. The development shall be consistent with the site plan, including the list of applicable conditions contained therein, and the following permitted uses. Permitted Uses: 1. Offices, business, professional and public. 2. Permitted uses and applicable conditions presented on the site plan shall be amended to include the inspection and replacement if needed of the blueline stream pipe. 3. The petition is found to be consistent with the City of Hendersonville Gen H 2045 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because: The petition is consistent with a range of Goals, Guiding Principles and the Future Land Use Designation of Chapter IV of the Gen H Comprehensive Plan. 4. We find this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because: 1. The proposed development would provide citizens who reside on the southern side of Henderson County the opportunity to have primary care, physical therapy, and pharmacy service within a closer proximity to where they live. 2. The proposed development is within close proximity to other institutional uses along this corridor. Ms. Gilgis seconded the motion which passed unanimously.

V(B) Administrative Review – Preliminary Site Plan – Signal Hill Townhomes (25-20-SPR). Mr. Hayes gave the following background:

Mr. Hayes discussed what a preliminary site plan review entails. This is included in the staff report and presentation. He stated this project will come back to the Planning Board for the preliminary plat since this is a major subdivision.

Chair stated if this meets all the conditions of the ordinance then they have to approve it.

Mr. Hayes gave a project background which is included in the staff report and presentation.

The Current Land Use and Zoning map was shown and is included in the staff report and presentation. The uniqueness of the site was explained.

Site photos were shown and are included in the staff report and presentation.

The site plan was shown and discussed and is included in the staff report and presentation. Mr. Hayes stated we did just revise our Planned Residential Development ordinance. It came to the Planning Board last month and passed City Council on Thursday of last week. However, because this application came in before that was adopted, they have the choice of going with the previous ordinance or the current ordinance. He has not heard that they want to go with the new ordinance so staff is judging this based off of the previous ordinance. He discussed the variances that were approved in 2023.

Landscaping was also discussed. Mr. Hayes stated the preliminary site plan does meet the landscape requirements. He also discussed parkland dedication. Mark Stierwalt with the City of Hendersonville did determine that the city would not want to accept that piece of property as parkland. The resolution of this is that instead they would designate a greenway easement. Mr. Hayes pointed this out on the site plan and explained the greenway easement. The applicant will actually pay a fee in lieu for constructing that greenway.

Mr. Hayes stated there are two major outstanding comments on the site plan. A sidewalk leading to Signal Hill Road needs to be included in the plan and NCDOT – alterations made to the entrance island on the western entrance. They can be resolved by final site plan.

Mr. Hayes stated based on the review by staff, the preliminary site plan for the Signal Hill Townhomes project meets the Zoning Ordinance standards established for Minor Planned Residential Developments (Section 5-14) and Preliminary Site Plan Review (Section 7-3-3.2).

Chair asked if there were any questions for staff.

Mr. Johnson asked in the middle of this what is happening there? Just some other houses? Mr. Hayes stated there are several properties that are not included in this development. They are existing homes. They are just existing homes and are not included in the development. The applicant has adjusted some of their property lines a little to accommodate them.

Ms. Gilgis asked about the driveways and if the road is smaller than normal there is going to be parking on that street. Mr. Hayes stated they are required one driveway per unit. There are garages so they are providing a parking space in the garage and then of course you have the driveways. They do appear small and he does not have the size of the driveway. The applicant is here and can answer that. Adjusting the driveways is something that can be resolved by final site plan. It is also something the Board could make as a condition to accommodate a larger driveway. Mr. Hayes stated 9' x 18' is the standard size and there is a provision that does not allow the vehicle to stretch over the sidewalk.

There were no further questions for staff.

Chair asked the applicant to come forward and give their presentation.

Greysen Nolen, 542 S. Caldwell Street in Brevard stated he is with the developer First Victory and they are looking forward to this project. He stated some experts from the design team are here. They can answer any questions.

Ms. Gilgis asked if the garages are single car garages and how big are the driveways. It was stated the driveways are 10 feet wide and 20 feet long. The driveways will be a minimum of 10' x 20' and the garages are single car and built on slabs. Chair stated everyone will store their stuff in the garage and park in the driveway.

Chair asked if the garage could be pushed back a little and get a 24-foot driveway, which is the new ordinance as of last week. A member of the design team asked for Chair to explain to him the benefit of the added four feet. Chair stated it keeps the cars out of the street. Chair stated what will happen is the garage will get storage in it because it is on a slab and there is no basement so most people will park in the driveway. Chair stated but if they are 20 feet long before you get to the sidewalk then you have a 25 foot driveway so that is fine. Chair stated they don't want bumpers sticking out in the road, bumpers over the sidewalk. It was stated there was a planting strip also, then the sidewalk and then the driveway. Mr. Hayes stated they could propose a condition that the driveways be 10' x 20' after the sidewalk.

Ms. Waters asked about making it an easier access. A member of the team stated NCDOT had asked to have a right turn lane and a transition along with the concrete median so the first entrance is right in, right out. The bottom entrance is a full access.

Chair asked if there were any further questions for the applicant. There were no further questions.

Chair opened public comment.

Sean Givens, 3 Tiptop Drive stated he owns the property at 329 Signal Hill Road. He stated he is between Brevard Knoll Road and Lafayette Road and Lafayette does not directly line up with Linda Vista Drive. His concern is if they are going to take 30 feet of his property from the upper side where they have the two turn ins and take an additional 30 feet from the Lafayette side which is where his current parking lot is and he has been told that he will lose his parking. When they put the sidewalk in, his parking lot is currently there, its poured, they will actually be about four feet into his concrete. They are basically going to take about 60 feet of his property for those two roads, in and out. He has no problems with anything they are trying to do but put him out of business. His proposal or his question is if they took the two at Brevard Knoll, could they find another exit other than his lower driveway at Lafayette so that he doesn't lose his parking because he knows according to city ordinance that is his parking there now and it is handicapped marked and the whole nine yards, if they put that road there he can no longer use that for parking. He will have no place to park. On the upper side he has a little grassy area there but he can't put anything up there because that is where his septic system and leech field is. It would basically just wipe him completely out. He asked if those are the only two entrances because he sees in the drawing they show, why can't they come out on Amazing Grace Lane? A member of the team stated Amazing Grace and Lafayette are the two streets shown on the site plan, not Brevard Knoll. Mr. Givens stated Brevard Knoll is where there is a big culvert and it is usable and right beside that is his septic field and leech field. If they come in at Lafayette that is where his parking is. He was under the impression they would come in at Brevard Knoll. So his question is why can't they come in Brevard Knoll and come out Amazing Grace. Chair stated they do not have access to Brevard Knoll. It is not attached to their property. Mr. Givens stated if they go in on the Lafayette side it will take all of his property. When they run their sidewalk it will be about three feet into his parking.

Chair closed public comment.

Mr. Hayes stated staff was out there several weeks ago and met with the property owner and brought this to everyone's attention. Staff discussed this with the Legal Department and they did not think that we are able to require them to physically take away his parking. Staff is working with Legal to find a way where he is able to keep the parking pad and that road can still be constructed. This is something that can be resolved by final site plan. Staff is aware of it and Legal is looking into it.

Discussion was made on finding the centerline of the gravel road. A design team member stated there is an existing 30 foot right-of-way and they will stay within the existing 30-foot right-of-way and that is why they came to the Board of Adjustment two years ago. That was mentioned earlier where they do not have a 40-foot right-of-way through there, they have 30-foot right-of-way and they are within that 30-foot right-of-way. Mr. Hayes stated the issue there was building a curb and cutting off that entrance. You can't enter that parking lot from Signal Hill Road so what Legal is advising is instead you just have the driveway entrance there so you can still accommodate the sidewalk within that 30-foot right-of-way and not block off the entrance to that parking.

Mr. Manley discussed the parking situation.

Mr. Hayes stated this is on staff's radar and they will be working to resolve this.

Mr. Johnson moved that the Planning Board grant preliminary site plan approval, based on the requirements of the City of Hendersonville Zoning Ordinance (with primary consideration of sections 5-14 Planned Residential Development and 7-3-3 Review of Preliminary Site Plans) for the Signal Hill Townhomes project. Condition(s): The applicant shall work with City staff to further evaluate sidewalk design possibilities within the section of right of way that is 30' wide. If no feasible design is determined by City staff; the applicant may request a fee in lieu of sidewalk for that portion. And to ensure that the driveways meet the requirements of the City's parking

requirements. Ms. Peacock seconded the motion which passed. Five in favor and two against. (Ms. Waters and Ms. Gilgis were the opposing votes). The reason behind the opposing vote was because it will affect another property owner and traffic for pulling out onto the road. It will create a public safety problem.

V(C) Zoning Map Amendment – Standard Rezoning – Old Sunset Hill Road Rezoning/Albea & Taylor (25-38-RZO). Mr. Manley gave the following background:

Mr. Manley stated there are two zoning designations for the Planning Board to decide upon. This is a city initiated rezoning. The property location is 205 Old Sunset Hill Road. It includes four parcels that are owned by two families. It totals 21.32 acres. It is currently under county zoning but was recently annexed as part of a development proposal that did not go through. Since it was annexed it has to be assigned zoning since it is now in the jurisdiction of the City of Hendersonville. One zoning district to consider that is compatible with the surrounding area is R-15. The other is more consistent with the Comprehensive Plan and it is R-6.

Site photos were shown and are included in the staff report and presentation.

The Future Land Use map was shown and discussed and is included in the staff report and presentation.

General Rezoning standards for Comprehensive Plan Consistency were discussed and are included in the staff report and presentation.

The Current Land Use and Zoning map was shown and is included in the staff report and presentation.

General rezoning standards for compatibility were discussed and are included in the staff report and presentation.

A draft Comprehensive Consistency statement was included in the presentation and staff report for both R-15 and R-6 zoning.

A draft reasonableness statement for approval and denial were included in the staff report and presentation.

Chair asked if there were any questions for staff.

Mr. Johnson asked if the opinions of the developers/owners have any effect on what they would do. Mr. Manley stated it is a legislative process and you are welcome to take in the owners account. There would not be any nonconformities being created by the assignment of zoning. Technically the city does not need the property owners consent. The city could assign whatever zoning it wanted as long as it was not a downzoning of some sort and/or created some type of nonconformity. He stated they could take into account if the owners had a preference on the zoning. He did not know if the property owners had a preference.

Chair asked how or why this property got annexed when the development did not get approved. Mr. Manley stated you can't zone something unless it is in your jurisdiction so since it was outside the ETJ, there was no city zoning and you can't zone it until you annex it. If you are outside the ETJ, the property must be annexed first to be rezoned. Mr. Morrow stated staff does have the conversation with developers concerning developments outside the ETJ but he thinks this is the first time this has actually happened where the development does not move forward but the property was annexed. In this case the developer felt like the conditions were not financially feasible and they had to walk away.

The ETJ corporate limits were discussed.

Chair opened public comment.

Greg Albea, 430 S. Mills River stated he owned the property in question and it started out as a land sale with Horton Forestar 30 months ago and throughout all of this agreed to sale some land that we weren't intending to sale. It went on and on and he thinks was close to being approved but they came to him and said it has gotten to be too expensive for the requirements for them to do high density there. He thinks this group is looking for medium density now and they think they can meet all the requirements that would be required in medium density. The property next to them has 12 units per acre and he doesn't know how many units this group is wanting to do. His knowledge of this property being in the city came after Forestar sent them a notice saying they were passing on the property after being under contract for 30 months. It may have been something he signed so they could proceed to get it in the city but that was really his first knowledge after it had been denied. Some of the pictures are a bit misleading. The property was logged 25 to 30 years ago and the picture shown showing the nice timber is a very small portion of the property. It is a lot of saplings and stuff that grew up. The wetlands that have been shown were more than likely created during the logging process when it done improperly 20 years ago. They got a notice from the city saying they owned city taxes on it and they really didn't know that was happening and if he did it was something he signed so they could proceed. He talked about the encroachment of the trailers from Conner Creek and stated they are getting a sewer line easement for a small piece of property to remedy the encroachment.

Chair closed public comment.

The Board discussed the two zonings and which would be more appropriate.

Ms. Gilgis moved the Planning Board recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject properties (PINs: 9579-98-0375, 9579-98-3527, 9579-99-4115, 9579-99-8724) from Henderson County R2R, Residential Two Rural to R-6, High Density Residential Zoning District based on the following: The petition is found to be consistent with the City of Hendersonville Gen H Comprehensive Plan based on the information from the staff analysis and the public hearing and because: R-6 zoning is consistent with the Future Land Use and Conservation Map due to the subject property's designations as 'Multi-Generational Living' and due to the location of the subject property in a 'Focused Intensity Node' as established in Chapter 4 of the Gen H Comprehensive Plan. 2. Furthermore, we find this petition to be reasonable and in the public interest based on the information from the staff analysis, public hearing and because: 1. The proposed zoning allows for the provision of additional housing to offset local demand. 2. The proposed zoning district's permitted uses are consistent with nearby developments. Ms. Rippey seconded the motion which passed unanimously. .

V(D) Zoning Map Amendment – Standard Rezoning – Quattlebaum Properties F LLC (Sheetz Upward Road) (25-37-RZO). Mr. Hayes gave the following background:

Mr. Hayes stated this is a standard rezoning of Quattlebaum Properties F LLC also called Sheetz Upward Road. Chair stated this is a standard rezoning and asked why we are talking about what is proposed. Mr. Hayes stated it is just in the title and not a secret that Sheetz is interested in this property. Chair stated in a standard rezoning they cannot consider that. If they rezone it to CHMU it can be anything permitted in that district. Mr. Hayes stated that is correct. This is not a CZD and there is nothing binding it to be a gas station on Upward Road.

Mr. Hayes stated this was annexed into the city at last week's City Council meeting and now must be rezoned by the city. The applicant has not requested a zoning district so staff has proposed CHMU. This is a city initiated rezoning and the property is 2.65 acres. The zoning was previously Henderson County RC. Staff has proposed CHMU because that was the zoning district established for the Upward Road corridor.

Site photos were shown and are included in the staff report and presentation.

The Future Land Use map was shown and discussed and is included in the staff report and presentation.

The Current Land Use and Zoning map was shown and is included in the staff report and presentation.

General Rezoning standards for Comprehensive Plan Consistency were discussed and are included in the staff report and presentation.

General rezoning standards for compatibility were discussed and are included in the staff report and presentation.

A draft Comprehensive Consistency statement was included in the presentation and staff report.

A draft reasonableness statement for approval and denial were included in the staff report and presentation.

Chair asked if there were any questions for staff.

Chair asked if a Sheetz gas station would be permitted by right if the property were zoned CHMU. Mr. Hayes stated yes. Any permitted use under CHMU would be permitted.

Discussion was made on standard rezonings not having a specific use but the Board considering all uses in the proposed designated zoning district.

Chair opened public comment.

Chair closed public comment.

Ms. Waters moved the Planning Board recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PIN: 9588-40-7325) from Henderson County RC to City of Hendersonville Central Highway Mixed Use and designating the Future Land Use classification as "Mixed Use – Commercial" based on the following: 1. The petition is found to be consistent with the City of Hendersonville Gen H Comprehensive Plan based on the information from the staff analysis and because: The petition is consistent with a range of Goals, Guiding Principles and the Future Land Use Designation of Chapter IV of the Gen H Comprehensive Plan. 2. Furthermore, we find this petition to be reasonable and in the public interest based on the information from the staff analysis, public hearing and because: 1. The proposed map amendment would rezone the property to an appropriate zoning district meant for the Upward Road corridor. 2. The adjacent property uses are congruent with the proposed use. Ms. Gilgis seconded the motion which passed unanimously.

V(E) Zoning Text Amendment – Tree Canopy Preservation & Enhancement Clarifying Edits (25-15-ZTA)

Mr. Manley stated this item will be tabled due to Mr. Holloway being out of town.

Ms. Peacock made a motion to table the Tree Canopy Preservation & Enhancement Clarifying Edits to the July Planning Board meeting. Mr. Johnson seconded the motion which passed unanimously.

VI Other Business. Mr. Manley gave a brief update on some upcoming items.

VII Adjournment – *The meeting was adjourned at 5:52 pm.*

Jim Robertson, Chair

DRAFT



CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY
PLANNING DIVISION

SUBMITTER: Matthew Manley MEETING DATE: August 14, 2025

AGENDA SECTION: New Business DEPARTMENT: Community Development

TITLE OF ITEM: Zoning Text Amendment: ¾ Family General Statute Compliance + FIL Update (25-41-ZTA) – Matthew Manley, AICP – Long-Range Planning Manager

SUGGESTED MOTION(S):

For Approval:	For Denial:
<p>I move Planning Board recommend City Council <u>adopt</u> an ordinance amending the official City of Hendersonville Zoning Ordinance Article V. – Zoning District Classifications, Article VI. General Provisions, Article VII. Development Review, & Article XVIII. Mixed Use Zoning to align with NC General Statute and updates to the City’s Fee Schedule based on the following:</p> <p>1. The petition is found to be <u>consistent</u> with the Gen H Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:</p> <p>The proposed amendments aligns with the Gen H Comprehensive Plan ‘Goals & Guiding Principles’</p> <p>2. We [find] this petition, in conjunction with the recommendations presented by staff, to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:</p> <ol style="list-style-type: none">1. The proposed changes bring the Zoning Ordinance into alignment with NC General Statute by relieving 3-&4-Family Dwellings from Building Design Standards2. The proposed changes bring the Zoning Ordinance into alignment with NC General Statute by providing site design standards for all uses in Mixed Use Districts	<p>I move Planning Board recommend City Council <u>deny</u> an ordinance amending the official City of Hendersonville Zoning Ordinance, Article V. – Zoning District Classifications, Article VI. General Provisions, Article VII. Development Review, & Article XVIII. Mixed Use Zoning to align with NC General Statute and updates to the City’s Fee Schedule based on the following:</p> <p>1. The petition is found to be <u>consistent</u> with the Gen H Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:</p> <p>The proposed amendments aligns with the Gen H Comprehensive Plan ‘Goals & Guiding Principles’</p> <p>2. We [<u>do not find</u>] this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:</p> <ol style="list-style-type: none">1. The proposed changes will allow for incompatible building designs2. The proposed changes should not require site design standards for single-family & two-family uses3. The clarification of the Fee-in-Lieu of Sidewalk amount is not needed <p>[DISCUSS & VOTE]</p>

<div>3. The proposed changes provide clarity to the provisions for Fee-in-Lieu of Sidewalks</div> <div>[DISCUSS & VOTE]</div>	
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SUMMARY: The City of Hendersonville is initiating a zoning text amendment to update language throughout Article V in order to comply with changes to State Law which allow for residential structures with up to [4 dwelling units to be constructed under the Residential Building Code](#). This was previously an allowance for only single-family and two-family residences. The intent of this change was to make construction of triplexes and quadplexes more cost-effective. Prior to this change, I60D already stated that any dwellings constructed under the Residential Building Code could not be required to meet Building Design Standards. In order to remain in compliance with state law, every statement in the Zoning Ordinance referencing Design Standards not applying to single-family and two-family structures has to be updated to include three-family and four-family structures as well.

Additionally, with the updated Fee Schedule adopted with the budget for FY2026, the Fee-in-Lieu of Sidewalk increased from \$75 per LF to \$130 per LF. Rather than make reference to a dollar amount in the zoning code, staff is proposing to only make reference to the Fee Schedule as it is reviewed annually.

PROJECT/PETITIONER NUMBER:	25-41-ZTA
PETITIONER NAME:	City of Hendersonville
ATTACHMENTS:	1. Draft Ordinance Changes

Ordinance #

**AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AMEND CITY OF HENDERSONVILLE ZONING ORDINANCE, ARTICLE V. –
ZONING DISTRICT CLASSIFICATIONS, ARTICLE VI. GENERAL PROVISIONS,
ARTICLE VII. DEVELOPMENT REVIEW, & ARTICLE XVIII MIXED USE
DISTRICTS TO COMPLY WITH GENERAL STATUTE & CITY OF
HENDERSONVILLE FY26 FEE SCHEDULE**

WHEREAS, the Planning Board reviewed this petition for a zoning text amendment at its regular meeting on August 14, 2025; voting 7-0 to recommend City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance, and

WHEREAS, City Council took up this application at its regular meeting on September 4, 2025, and

WHEREAS, City Council has found that this zoning text amendment is consistent with the City's comprehensive plan, and that it is reasonable and in the public interest for the reasons stated, and

WHEREAS, General Statute (HB 488) now states that residential buildings with four units or less may be constructed under the minimum standards of the Residential Building Code rather than the Commercial Building Code, and

WHEREAS, General Statute 160D-702 states that regulations of building design elements may not be applied to any structures subject to the Residential Building Code, and

WHEREAS, General Assembly Session Law 2024-57 required the City of Hendersonville Zoning Ordinance to come into compliance with these changes to state law effective July 1, 2025, and

WHEREAS, on July 1, 2025 the City of Hendersonville updated the Fee Schedule for Fiscal Year 2026 and increased the Fee-in-Lieu of Sidewalks to \$130 per linear foot, and

WHEREAS, the City of Hendersonville Zoning Ordinance needs to reflect these timely updates, and

WHEREAS, City Council has conducted a public hearing as required by the North Carolina General Statutes on September 4, 2025,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville to amend City of Hendersonville Zoning Ordinance, Article V. – Zoning District Classifications Article VI. General Provisions, Article VII. Development Review, & Article XVIII. Mixed Use.

ARTICLE V. ZONING DISTRICT CLASSIFICATIONS

Sec. 5-6. C-1 Central Business Zoning District Classification.

5-6-3. Development standards.

- g) Exceptions for single-~~family and~~ two-~~family~~ three-, and four-family residences. Single-~~family and~~ two-~~family~~ three-, and four-family residential dwellings shall not be required to comply with ~~the streetscape design regulations contained in~~ subsection 5-6-4.3 e) Reflective Surfaces.

Sec. 5-18. - EC Entry Corridor Overlay Districts.

5-18-4.9. Exceptions.

~~a) Single family and two family residential dwellings shall be required to comply with the provisions of sections 5-18-4.1—5-18-4.4, above, but they shall not be required to comply with the remaining regulations of the EC Entry Corridor Overlay Zoning Classification.~~

~~b)~~ Small lots, defined as lots with less than 100 feet of frontage on an entry corridor roadway or with less than 100 feet of depth, may have site constraints which make strict compliance with the regulations contained in this section a hardship. In such cases, the approving authority for the city may approve deviations from such regulations so long as the plans of development are consistent with the goals and objectives stated herein.

Sec. 5-19. CMU Central Mixed Use Zoning District Classification.

- g) Exceptions for single-~~family, and~~ two-~~family, three-, and four-family~~ residences. Single-~~family and~~ two-~~family, three-, and four-family~~ residential dwellings ~~shall not be~~ are encouraged to, but not required to comply with the ~~streetscape~~ architectural design regulations contained in ~~this~~ section 5-19-3.3 a) & e) above per G.S. 160D-702(b).

Sec. 5-22. GHMU Greenville Highway Mixed Use Zoning District Classification.

5-22-4 Design standards.

These standards are intended to apply to all development and redevelopment within the Greenville Highway Mixed Use Zoning District Classification. Applicants for authorization to undertake development or redevelopment within such zoning district must demonstrate compliance with these standards or must undergo alternative design review. NOTE: "Building design element" sub-sections noted below are encouraged but not required for one-, ~~and two-~~, three & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

5-22-4.1.5 Architectural details. NOTE: ~~Section 5-22-4.1.5 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). The appearance of all exposed façades (not just the streetside façade) is important and shall be addressed in development design. Architectural elements like openings, sill details, bulkheads, posts, and other architectural features shall be used to establish human scale at the street level. On corner lots, the applicant shall provide distinctive architectural elements at the corner of buildings facing the intersection. Windows, doors, columns, eaves, parapets, and other building components shall be proportional to the overall scale of the building. Windows shall be vertically aligned.

All buildings other than one-, ~~and two-family~~, three-, & four-family dwellings shall provide detailed design along all elevations. Detailed design shall be provided by using at least three of the following architectural features on all elevations. Features may be varied on rear/side/front elevations.

5-22-4.1.6 Building façades. NOTE: ~~Section 5-22-4.1.6 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). Façades of buildings shall contain at least two building materials which shall contrast in color and texture. At least 15 percent of the façade, exclusive of windows, doors and trim, shall consist of stone, brick or decorative block.

5-22-4.1.7 Windows. NOTE: ~~Section 5-22-4.1.7 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). Windows shall either be (1) recessed a minimum of three inches from the façade or (2) trimmed. If trim is used, it shall be a minimum of four inches (nominal) in width and shall project beyond the façade.

5-22-4.1.8 Building scale. NOTE: ~~Section 5-22-4.1 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). The scale of a building is a function of the size of the individual pieces of a building and their relationship to each other. The scale of a building is important in order to contribute to the overall diversity of building types, to give visual interest, and to maintain compatibility between buildings. These design standards regulate scale by means of offsets that is protrusions or breaks in the plane of façades.

5-22-4.1.10 Building materials. NOTE: ~~Section 5-22-4.1.10 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). Building materials shall be used consistently on the exterior of the building and shall comply with the lists of prohibited and restricted materials contained herein.

5-22-4.2 General standards for residential developments. NOTE: ~~Section 5-22-4.2 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). The following standards shall apply to developments containing only residential uses with the exception that multi-family buildings must comply with the general standards contained in section 5-22-5.3, below.

Sec. 5-23. HMU Highway Mixed Use Zoning District Classification.

5-23-4 Design standards.

NOTE: "Building design element" sub-sections noted below are not required for one-, two-, three-, & four-~~and two-~~family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). These standards are intended to apply to all development and redevelopment (excluding one-, two-, three-, and two four-family dwellings) within the HMU Highway Mixed Use Zoning District Classification. Applicants for authorization to undertake development or redevelopment within such zoning district must demonstrate compliance with these standards or must undergo alternative design review.

5-23-4.1.5 Architectural details. NOTE: ~~Section 5-23-4.1.5 is not required for one- and two-family dwellings~~ This section is encouraged but not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

5-23-4.1.6 Building façades. NOTE: ~~Section 5-23-4.1.6 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

5-23-4.1.7 Windows. NOTE: ~~Section 5-23-4.1.7 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

5-23-4.1.8 Building scale. NOTE: ~~Section 5-23-4.1.8 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

5-23-4.1.10 Building Materials. NOTE: ~~Section 5-23-4.1.10 is not required for one- and two-family dwellings~~ This section is encouraged but not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

~~**5-23-4.1.11 Certain exemptions for single-family detached homes.** Detached single-family homes shall be exempt from the requirements contained in sections 5-23-5.1.4 (common space) and 5-23-5.1.8 (building scale).~~

5-23-4.2 General standards for residential developments. NOTE: ~~Section 5-23-4.2 is not required for one- and two- family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

The following standards shall apply to developments containing only residential uses with the exception that apartment buildings must comply with the general standards contained in section 5-23-5.3, below.

5-23-4.2.1 General appearance. NOTE: ~~Section 5-23-4.2.1—5-23-4.2.3 is not required for one- and two- family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).~~

Sec. 5-24. UV Urban Village Conditional Zoning District Classification.

5-24-3 Development standards.

NOTE: ~~Section 5-24-3 and subsections are not required for one- and two- family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).~~

5-24-3.8 Design considerations. NOTE: "Building design element" sub-sections noted below are encouraged but not required for one- ~~and~~ two-, three- & four- family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

5-24-3.8.4 Architectural character. NOTE: ~~Section 5-24-3.8.4~~ This Section is not required for one- ~~and~~ two-, three-, & four- family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

5-24-3.8.8 Architectural details. NOTE: ~~Section 5-24-3.8.8~~ This Section is not required for one- ~~and~~ two-, three-, & four- family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

5-24-3.8.9 Building walls. NOTE: ~~Section 5-24-3.8.9~~ This Section is not required for one- ~~and~~ two-, three-, & four- family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

Sec. 5-25. UR Urban Residential Conditional Zoning District Classification.

5-25-5 Design considerations.

NOTE: "Building design element" sub-sections noted below are encouraged but not required for one- ~~and~~ two-, three-, & four- family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

5-25-5.4 Architectural character. NOTE: ~~Section 5-25-5.4~~ This Section is not required for one- ~~and~~ two-, three-, & four- family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

5-25-5.8 Architectural details. NOTE: ~~Section 5-25-5.8~~ This Section is not required for one- ~~and~~ two-, three-, & four- family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

5-25-5.9 Building walls. NOTE: ~~Section 5-25-5.9~~ This Section is not required for one- ~~and~~ two-, three-, & four- family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

5-25-5.12 Building scale. NOTE: ~~Section 5-25-5.12~~ This Section is not required for one- ~~and~~ two-, three-, & four- family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

Sec. 5-27. CHMU Commercial Highway Mixed Use Zoning District Classification.

5-27-4 Design standards.

NOTE: "Building design element" sub-sections noted below are encouraged but not required for one- ~~and~~ two-, three-, & four- family dwellings.

5-27-4.1.5 Architectural details. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). The appearance of all street side façades is important and shall be addressed in development design. Architectural elements like openings, sill details, posts, and other architectural features shall be used to establish human scale at the street level. On corner lots, the applicant shall provide distinctive architectural elements at the corner of buildings facing the intersection. Windows, doors, columns, eaves, parapets, and other building components shall be proportional to the overall scale of the building. Windows shall be vertically aligned.

5-27-4.1.6 Building façades. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). Front, rear and side façades of buildings shall contain at least two building materials which shall contrast in color and texture. At least 15 percent of the façade, exclusive of windows, doors and trim, shall consist of stone, brick, decorative concrete or decorative block.

5-27-4.1.7 Windows. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). Windows shall either

be (1) recessed a minimum of three inches from the façade or (2) trimmed. If trim is used, it shall be a minimum of four inches (nominal) in width and shall project beyond the façade.

5-27-4.1.8 Building scale. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). The scale of a building is a function of the size of the individual pieces of a building and their relationship to each other. The scale of a building is important in order to contribute to the overall diversity of building types, to give visual interest, and to maintain compatibility between buildings. These design standards regulate scale by means of offsets, that is, protrusions or breaks in the plane of façades.

5-27-4.1.10 Building materials. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

5-27-4.2 General standards for residential developments. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

The following standards shall apply to developments containing only residential uses with the exception that multi-family buildings must comply with the general standards contained in section 5-27-5.3, below.

5-27-4.2.1 General appearance. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

Residential development shall contain a variation of façades and materials so that there shall not be a row or strip housing appearance. Means to accomplish this goal may include the use of dormers, gables, recessed entries, covered porch entries, bay windows, cupolas or towers, and a variation in the depth and height of walls, among others.

5-27-4.2.2 Architectural. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

5-27-4.2.3 Configurations. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

ARTICLE VI. GENERAL PROVISIONS
6-2-3 - Nonconforming vacant lots.

c) With regard to residential dwellings, variances authorized pursuant to subsection b), above, shall be limited to single-~~family dwellings. Two-family, three-, and four-family dwellings.~~ ~~or~~ Multi-family residential dwellings shall not be entitled to such a variance.

6-12-3 Payment of fee in lieu of construction of sidewalks.

In lieu of requiring construction of the sidewalks, the city manager may allow the applicant to pay a fee ~~of \$75.00~~ per linear foot of sidewalk not constructed, which is hereby determined to be the cost of constructing sidewalks, into the city sidewalk fund when one or more of the following conditions exist.

- a) An administrative decision is made determining that construction of sidewalks will not result in useful pedestrian walkways due to one or more of the following:
 - 1) Topographical features will result in impractical design.
 - 2) The lack of adjacent right-of-way for the construction of future sidewalk on adjacent properties.

- b) The sidewalk location is not identified as a short-term recommendation, long-term recommendation or included as part of the comprehensive recommended pedestrian network in the most recently adopted City of Hendersonville Pedestrian Plan.

* In the event that the City of Hendersonville includes the fee for this Section 6-12-3 in the city's fee schedule, the fee as stated in the fee schedule shall be deemed to control.

- c) As an alternative to a payment in lieu of the installation and construction of sidewalks or a portion thereof, the city manager may approve the applicant constructing an equivalent linear footage of sidewalk off site. The specific location for the sidewalk construction shall be at the city manager's discretion. The off-site sidewalk construction shall be completed, inspected and approved prior to a certificate of occupancy being issued.

ARTICLE VII. DEVELOPMENT REVIEW

Sec. 7-8. - Planned developments.

This section applies to all planned developments regardless of use district or classification and regardless of the development review process required. A planned development consists of land that is under unified control and planned and developed as a whole and which includes principal and accessory structures and uses substantially related to the character and purposes of the planned development. A planned development shall be constructed according to comprehensive and detailed plans which include not only streets, utilities, lots or building sites, and the like, but also site plans and floor plans for all buildings as intended to be located, constructed, used, and related to each other, and detailed plans for other uses and improvements on the land as related to the buildings, provided that floor plans shall not be required ~~for single family or two-family dwelling units~~ unless consented to by the applicant.

A planned development shall include a program for the provision, operation, and maintenance of such areas, facilities, and improvements as will be for common use by some or all of the occupants of the planned development district, but which will not be provided, operated, or maintained at general public expense.

ARTICLE XVIII. MIXED USE ZONING

18-6-4.1 Architectural character. NOTE: Section 18-6-4.1 is not required for one-, ~~and two-family~~, three-, and four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

18-6-4.5 Architectural details. NOTE: Section 18-6-4.5 is not required for one-, ~~and two-family~~, three-, and four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

18-6-4.7 Building walls. NOTE: Section 18-6-4.7 is not required for one-, ~~and two-family~~, three-, and four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

18-6-4.8 Building materials. NOTE: Section 18-6-4.8 is not required for one-, ~~and two-family~~, three-, and four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of September, 2025.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

PLANNING DIVISION

SUBMITTER:

Matthew Manley

MEETING DATE:

August 14, 2025

AGENDA SECTION:

New Business

DEPARTMENT:

Community Development

TITLE OF ITEM:

Administrative Review: Preliminary Plat / Major Subdivision –Wilmont Estates (Phase II of Washburn Tract) | 25-53-SUB – *Matthew Manley, AICP – Long-Range Planning Manager*

SUGGESTED MOTION(S):

<p><u>For Approval:</u></p> <p>I move that the Planning Board grant preliminary plat approval based on the requirements of the City of Hendersonville Subdivision Ordinance (with primary consideration of section 2.04 h Major Subdivision), for the Washburn Tract Phase II / Wilmont Estates development subject to the following conditions:</p> <ul style="list-style-type: none">• All proposed streets shall meet all applicable requirements for local streets in accordance with the subdivision ordinance.• The development shall meet all requirements for public parkland in accordance with section 3.09, whether being through dedication or the payment of a fee in lieu. <p>[DISCUSS & VOTE]</p>	<p><u>For Denial:</u></p> <p>I move that the Planning Board deny the application for preliminary plat approval for the Washburn Tract Phase II / Wilmont Estates development because the applicant has failed to demonstrate compliance with the following provisions Subdivision Ordinance:</p> <ul style="list-style-type: none">• <p>[DISCUSS & VOTE]</p>
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SUMMARY:

The City of Hendersonville is in receipt of an application for a Major Subdivision [preliminary plat] approval from Mike Washburn with Creekstone Holdings Hendersonville, LLC (applicant/owner).

The applicant is proposing to plat 129 single-family home lots on the subject property at 240 Wilmont Dr. (PIN 9579-30-8219). This is Phase II of the development approved as the ‘Washburn Tract’ in 2022. Phase I was approved for 300 apartment units which are currently under construction.

The preliminary plat for the single-family portion of the project consists of residential home lots, parkland dedication area, common spaces, rights-of-way, and other facilities. The plat

also features 6 lots along Wilmont Dr that will be sold to the Housing Assistance Corporation for affordable units.

Since this development is proposed for fee-simple single-family dwellings, the land must be subdivided in order to be built and sold in its current configuration. Due to this, the project must also go through the City’s subdivision process. Projects involving the division of land into 8 or more lots and the dedication of a new street meet the criteria of a ‘major subdivision’ and therefore will be reviewed according to the standards of the Subdivision Ordinance. If approved, final site plans can be approved and the construction of public infrastructure may begin. Once infrastructure is installed, the Final Plat can be recorded.

PROJECT/PETITIONER NUMBER:	Wilmont Estates Major Subdivision (25-53-SUB)
PETITIONER NAME:	- Mike Washburn, Creekstone Holdings Hendersonville, LLC [Applicant/Owner]
ATTACHMENTS:	<div><div>1. Staff Report</div><div>2. Preliminary Site Plan and Plat Packet</div><div>3. Application / Owner Signature Addendum</div></div>

PRELIMINARY PLAT REVIEW- WILMONT ESTATES MAJOR SUBDIVISION
(PHASE II OF WASHBURN TRACT) - (25-53-SUB)
CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT STAFF REPORT

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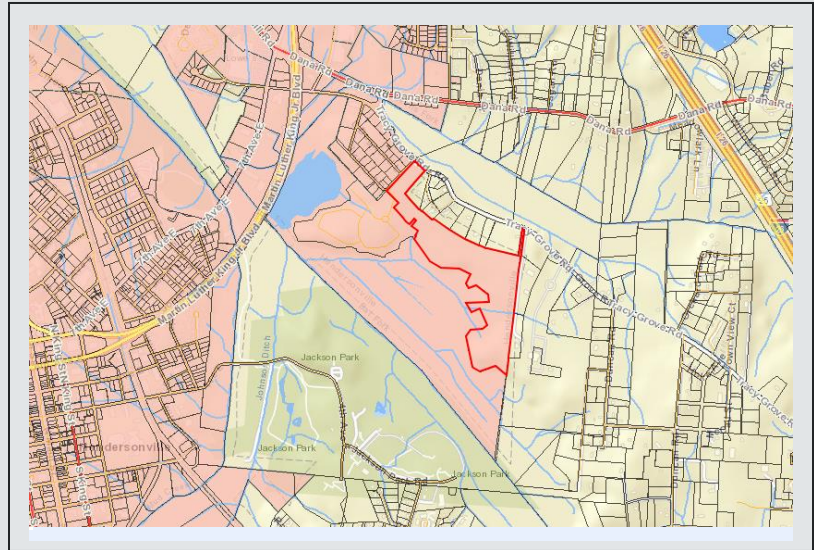
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PROJECT SUMMARY

- Project Name:
 - Wilmont Estates Major Subdivision (Phase II of Washburn Tract Development) 25-53-SUB
- Applicant & Property Owner:
 - Mike Washburn [Applicant]
 - Creekstone Holdings Hendersonville, LLC. [Owners]
- Property Address:
 - 240 Wilmont Dr
- Project Acreage:
 - 35.44 Acres
- Parcel Identification (PIN):
 - 9579-30-8219
- Parcel Zoning:
 - PRD, Planned Residential Development
- Requested Uses:
 - Residential dwellings, single-family (detached)
 - Number of Units Approved in CZD:
 - 160
 - Number of Units Proposed for Development:
 - 129
- Type of Review:
 - **Administrative**- Decisions made in the implementation, administration, or enforcement of the Zoning and Subdivision Ordinances that involve the determination of facts and the application of objective standards set forth in the Zoning and Subdivision Ordinances.



SITE VICINITY MAP

The City of Hendersonville is in receipt of an application for a Major Subdivision [preliminary plat] approval from Mike Washburn with Creekstone Holdings Hendersonville, LLC (applicant/owner).

The applicant is proposing to plat 129 single-family home lots on the subject property at 240 Wilmont Dr. (PIN 9579-30-8219). This is Phase II of the development approved as the 'Washburn Tract' in 2022. Phase I was approved for 300 apartment units which are currently under construction.

The preliminary plat for the single-family portion of the project consists of residential home lots, parkland dedication area, common spaces, rights-of-way, and other facilities. The plat also features 6 lots along Wilmont Dr that will be sold to the Housing Assistance Corporation for affordable units.

Since this development is proposed for fee simple single-family dwellings, the land must be subdivided in order to be built and sold in its current configuration. Due to this, the project must also go through the City's subdivision process. Projects involving the division of land into 8 or more lots and the dedication of a new street meet the criteria of a 'major subdivision' and therefore will be reviewed according to the standards of the Subdivision Ordinance. If approved, final site plans can be approved and the construction of public infrastructure may begin. Once infrastructure is installed, the Final Plat can be recorded.

PRELIMINARY PLAT AND MAJOR SUBDIVISION GUIDELINES

Preliminary Plat Standards of review

An application for a Major Subdivision shall be approved, if it complies with the following:

- The Major Subdivision is prepared and sealed by a licensed professional authorized by the state to prepare such documents.
- The Major Subdivision complies with the applicable standards in G.S. 47-30.
- The Major Subdivision includes all required certifications and other pertinent information as required by the city;
- All lots shall be served by a NCDOT-maintained roadway or a right-of-way constructed to and maintained in accordance with NCDOT or city standards, as appropriate.
- The name of the subdivision shall not duplicate or be similar to the name of an existing subdivision in Hendersonville or Henderson County.
- Street names used in the subdivision shall not duplicate or be similar to the names of streets in an existing subdivision in Hendersonville or Henderson County.
- All standards or conditions of any prior applicable permits and development approvals.
- The Major Subdivision complies with all other applicable requirements in this ordinance and the City Code of Ordinances.

Major Subdivision

Major Subdivisions include all divisions of land involving 8 or more lots; and/or involve the dedication of a new street or change in existing streets. Major Subdivisions must be reviewed by staff and must undergo an administrative review hearing by the Planning Board.

The Planning Board shall make an administrative decision after the conclusion of a public meeting. The procedure for a public meeting is as follows:

- Public meetings shall comply with the notice requirements of section 2.03.F.
- A public meeting shall be open to the public and shall be conducted in accordance with the planning board's adopted rules of procedure for administrative hearings.
- There is no requirement to allow general public comments during a public meeting, though it may be allowed by the chair or other presiding officer. However public input and comment shall be allowed as required by applicable laws, the standards of this ordinance, and the Planning Board's adopted rules of procedure.

The Planning Board's decision shall be one of the following. All the following decisions are administrative in nature:

- Approval of the Major Subdivision as proposed.
- Approval of a revised Major Subdivision.
- Denial of the Major Subdivision.

The Planning Board shall render a decision on an application for a Major Subdivision within 32 days of the date of the first public meeting to consider the application unless a different review schedule is agreed to by the Planning Board, the City, and the Applicant.

Approval of a required Major Subdivision **shall not** constitute the approval for recording a subdivision with the Register of Deeds, or approval for the conveyance of lots. Approval of a required Major Subdivision authorizes the submittal of street and utility construction plans, and soil erosion and sedimentation control plan.

SITE IMAGES



New Right Turn Lane from Tracy Grove Rd to Wilmont Drive



New Sidewalk installed along Tracy Grove Rd

SITE IMAGES



View of utilities and curb & gutter installation along Wilmont Dr



View of Phase I construction equipment located in Phase II common space

SITE IMAGES



View of new main street through Phase II. 35' tall dirt excavations in the distance



View from center of Phase II. Phase I apartments visible in distance



View of far southern edge of Phase II. Pisgah National Forest visible in distance.



View of center of Phase II. Jackson Park visible across Bat Fork. Pisgah National Forest visible in distance.

PROPOSED DEVELOPMENT DETAILS

- **Units**
 - 129 Detached Single-Family Home Lots
 - Lots range in size from .10 acres to .27 acres with a typical lot size of .15 acres
- **Proposed Use:**
 - Residential, Single Family
- **Acres/Density**
 - 35.44 Acres
 - Proposed density: 3.4 units per acre
- **Parkland Dedication**
 - The development is required to provide 500 Sq Ft of parkland per lot for a total of 64,500 Sq Ft. They are proposing to dedicate 67,000 Sq Ft with parking, view platform and trail improvements.
- **Environment**
 - Lots 102, 103, & 104 were required to meet the additional requirements for steep slopes
 - Open Space standards (60%) were met with the provision of 97.6 Acres (83.5%)
- **Streets**
 - All internal streets to the site will be built to public street standards and dedicated to the City.
 - Wilmont Drive is also being improved to the standard of a minor thoroughfare and will be maintained by the City.
 - Off-site improvements will be maintained by NCDOT.
- **Sidewalks**
 - The development shows sidewalks along all internal streets.
- **Trails & Greenways**
 - A Greenway Easement is required along Bat Fork.
 - A publicly-accessible trail is provided to connect to Jackson Park.
 - A publicly-accessible trail within the development connects from a trailhead to the public parkland proposed for dedication to the City.
- **Public Utilities**
 - The site is within the City limits and will be served by all City services including water, sewer, trash, fire, police, etc.

OUTSTANDING PRELIMINARY PLAT COMMENTS

COMMUNITY DEVELOPMENT

Site Plan Comments:

The preliminary plat accompanying this petition meets the standards established by the Subdivision Ordinances with the following exceptions:

- None

CITY ENGINEER

Preliminary Site Plan Comments:

- None

WATER / SEWER

Preliminary Site Plan Comments:

- None

FIRE MARSHAL

Preliminary Site Plan Comments:

- None

STORMWATER ADMINISTRATOR

Preliminary Site Plan Comments:

- None

FLOODPLAIN ADMINISTRATOR

Preliminary Site Plan Comments:

- None

PUBLIC WORKS

Preliminary Site Plan Comments:

- None

NCDOT

Preliminary Site Plan Comments:

- None

TRANSPORTATION CONSULTANT

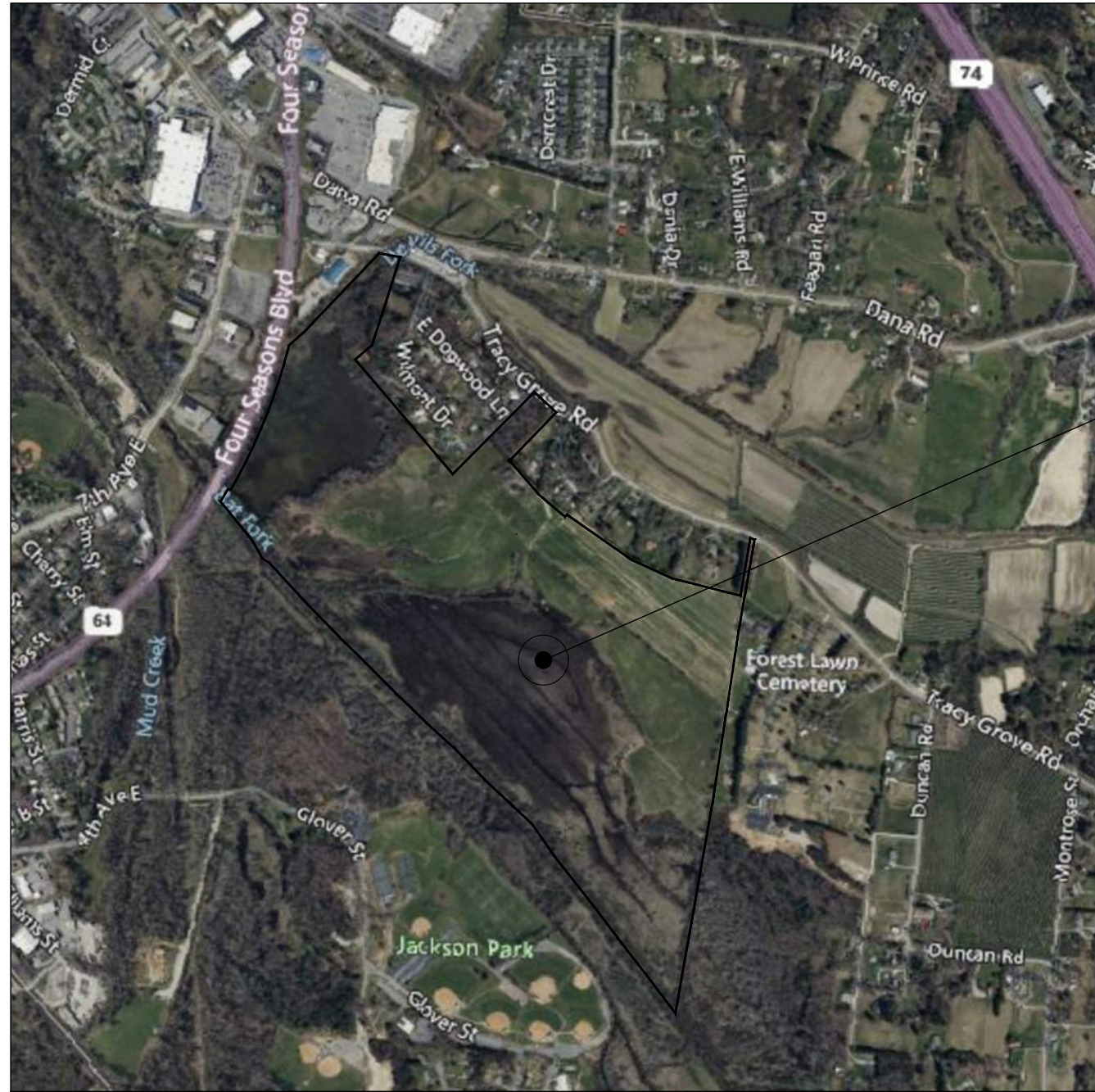
Preliminary Site Plan Comments:

- None. The TIA was performed and reviewed as part of the CZD process.

STAFF ANALYSIS

Subdivision Ordinance Compliance:

Based on the review by staff, the submitted preliminary plat for the Wilmont Estates Major Subdivision meets the Subdivision Ordinance standards established for Major Subdivisions (Section 2.04 H).



VICINITY MAP
NOT TO SCALE

PROJECT SITE
LAT: 35°19'26.01" N
LONG: 82°26'35.65" W

WILMONT ESTATES



CONSTRUCTION PLANS
(Issue For Bid)

07/24/2025

PROJECT DESIGN TEAM



THREE NOTCH GROUP POJECT NUMBER: R524001
4301 TAGGART CREEK ROAD
CHARLOTTE, NC 28208
(704) 394-6913



SITework STUDIOS
82 PATTON AVENUE, SUITE 700
ASHEVILLE, NC 28801
(828) 225-4945



Know what's below.
Call before you dig.
CALL 1-800-632-4949 OR 811
WWW.NC811.ORG
NC ONE-CALL CENTER
IT'S THE LAW!

PROJECT INFORMATION

CLIENT

CREEKSTONE HOLDINGS HENDERSONSVILLE, LLC
4545 POST OAK PLACE, SUITE 150
HOUSTON, TEXAS 77027
CONTACT: STEPHEN D. KELLER
EMAIL: SDKELLER@CREEKSTONECOMPANIES.COM
(O) 713-621-5300
(M) 832-256-1871

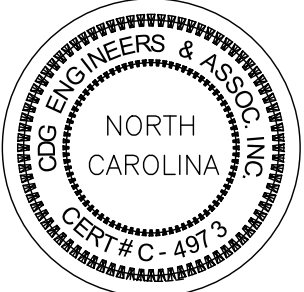
LOCATION

HENDERSONVILLE, NC
LATITUDE: 35°19'26.01"N
LONGITUDE: 82°26'35.65"W

BASE BID / ALTERNATES

BASE BID ONLY

PROJECT ENGINEER: TOBY M. HARRIS, PE
STREET ADDRESS: 4301 TAGGART CREEK ROAD
CITY, STATE, ZIP: CHARLOTTE, NC 28208
PHONE: (704) 394-6913
E-MAIL: TOBY.HARRIS@3NOTCH.COM



07/24/2025

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C-201	PRELIMINARY PLAT - ENLARGEMENT
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C-203	PRELIMINARY PLAT - ENLARGEMENT
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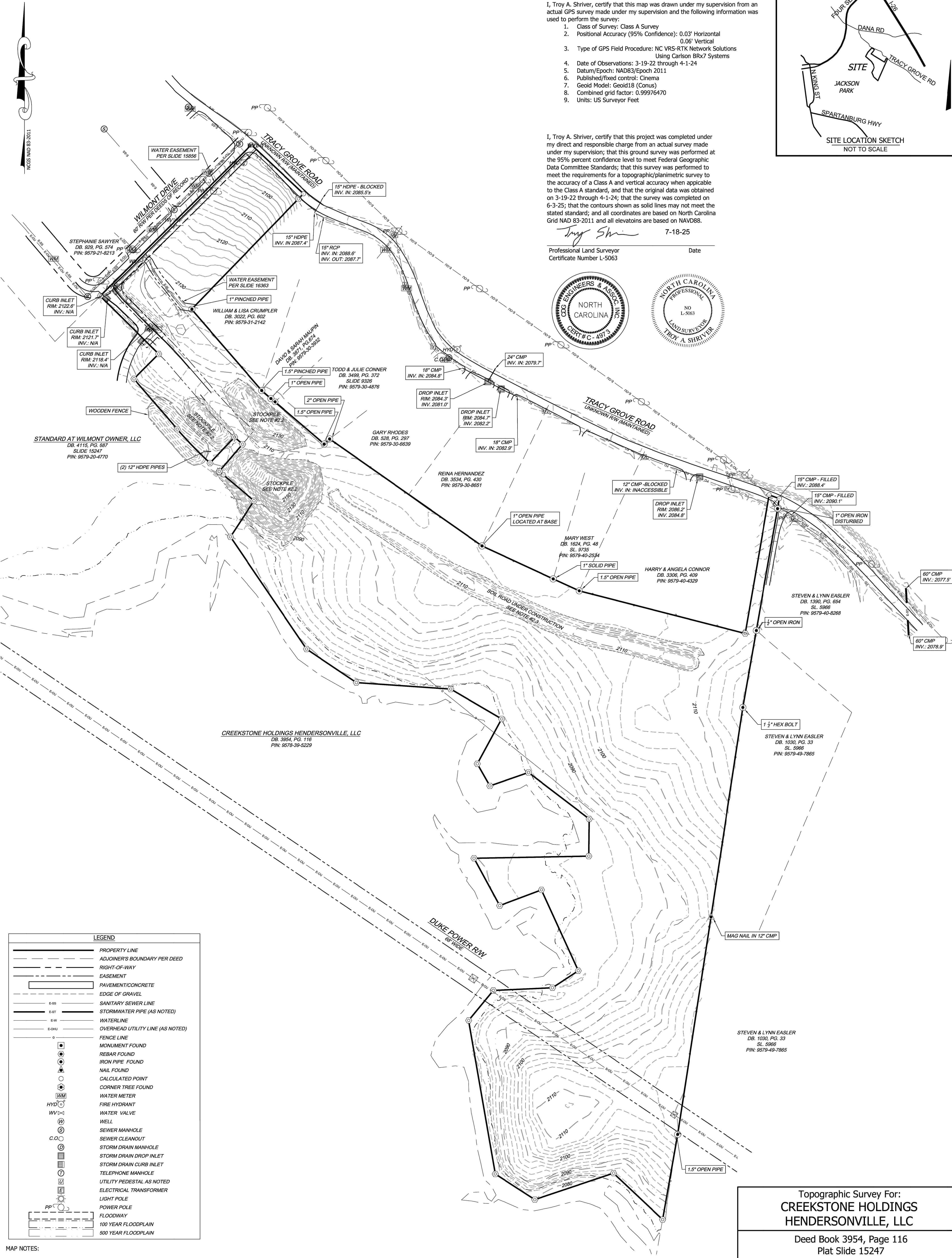
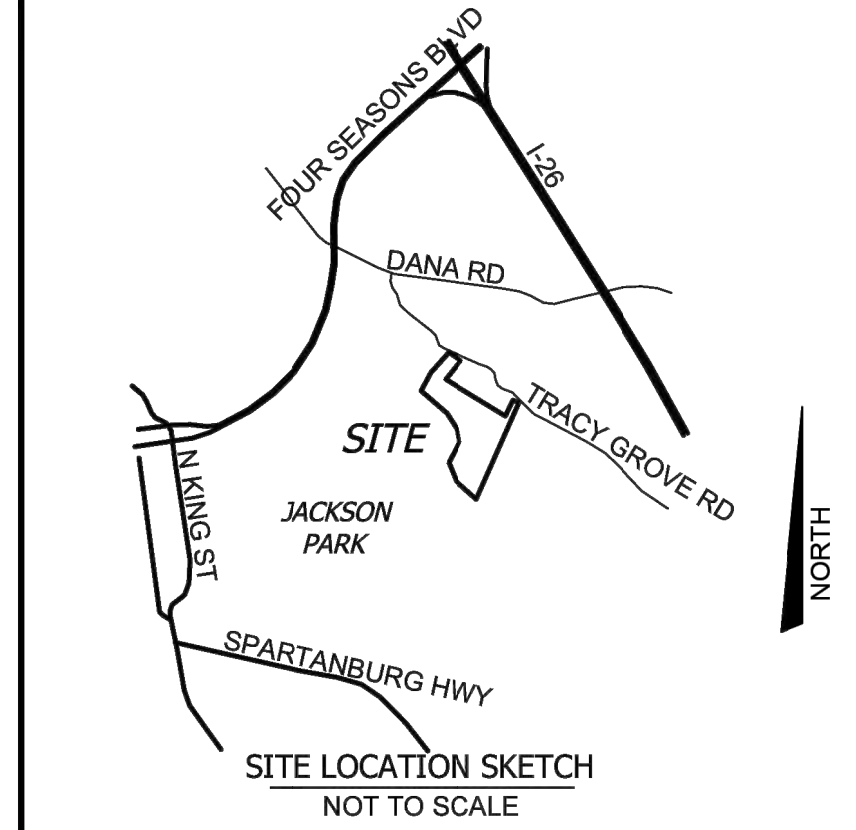
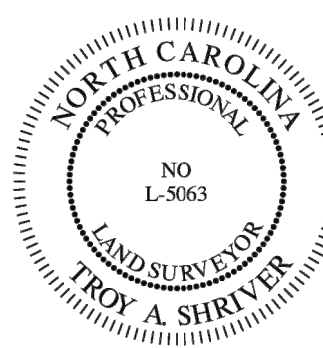
GLOBAL POSITIONING SYSTEM CERTIFICATION (NC VRS-RTK)

I, Troy A. Shriver, certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

1. Class of Survey: Class A Survey
2. Positional Accuracy (95% Confidence): 0.03' Horizontal
0.06' Vertical
3. Type of GPS Field Procedure: NC VRS-RTK Network Solutions
Using Carlson BRX7 Systems
4. Date of Observations: 3-19-22 through 4-1-24
5. Datum/Epoch: NAD83/Epoch 2011
6. Published/fixed control: Cinema
7. Geoid Model: Geoid18 (Conus)
8. Combined grid factor: 0.99976470
9. Units: US Surveyor Feet

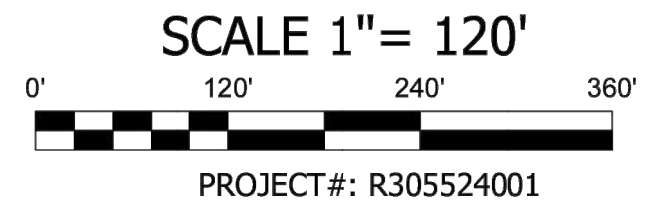
I, Troy A. Shriver, certify that this project was completed under my direct and responsible charge from an actual survey made under my supervision; that this ground survey was performed at the 95% percent confidence level to meet Federal Geographic Data Committee Standards; that this survey was performed to meet the requirements for a topographic/planimetric survey to the accuracy of a Class A and vertical accuracy when applicable to the Class A standard, and that the original data was obtained on 3-19-22 through 4-1-24; that the survey was completed on 6-3-25; that the contours shown as solid lines may not meet the stated standard; and all coordinates are based on North Carolina Grid NAD 83-2011 and all elevations are based on NAVD88.

Troy A. Shriver 7-18-25
Professional Land Surveyor
Certificate Number L-5063



LEGEND	
	PROPERTY LINE
	ADJOINER'S BOUNDARY PER DEED
	RIGHT-OF-WAY
	EASEMENT
	PAVEMENT/CONCRETE
	EDGE OF GRAVEL
	SANITARY SEWER LINE
	STORMWATER PIPE (AS NOTED)
	WATERLINE
	OVERHEAD UTILITY LINE (AS NOTED)
	FENCE LINE
	MONUMENT FOUND
	REBAR FOUND
	IRON PIPE FOUND
	NAIL FOUND
	CALCULATED POINT
	CORNER TREE FOUND
	WATER METER
	FIRE HYDRANT
	WATER VALVE
	WELL
	SEWER MANHOLE
	SEWER CLEANOUT
	STORM DRAIN MANHOLE
	STORM DRAIN DROP INLET
	STORM DRAIN CURB INLET
	TELEPHONE MANHOLE
	UTILITY PEDESTAL AS NOTED
	ELECTRICAL TRANSFORMER
	LIGHT POLE
	POWER POLE
	FLOODWAY
	100 YEAR FLOODPLAIN
	500 YEAR FLOODPLAIN

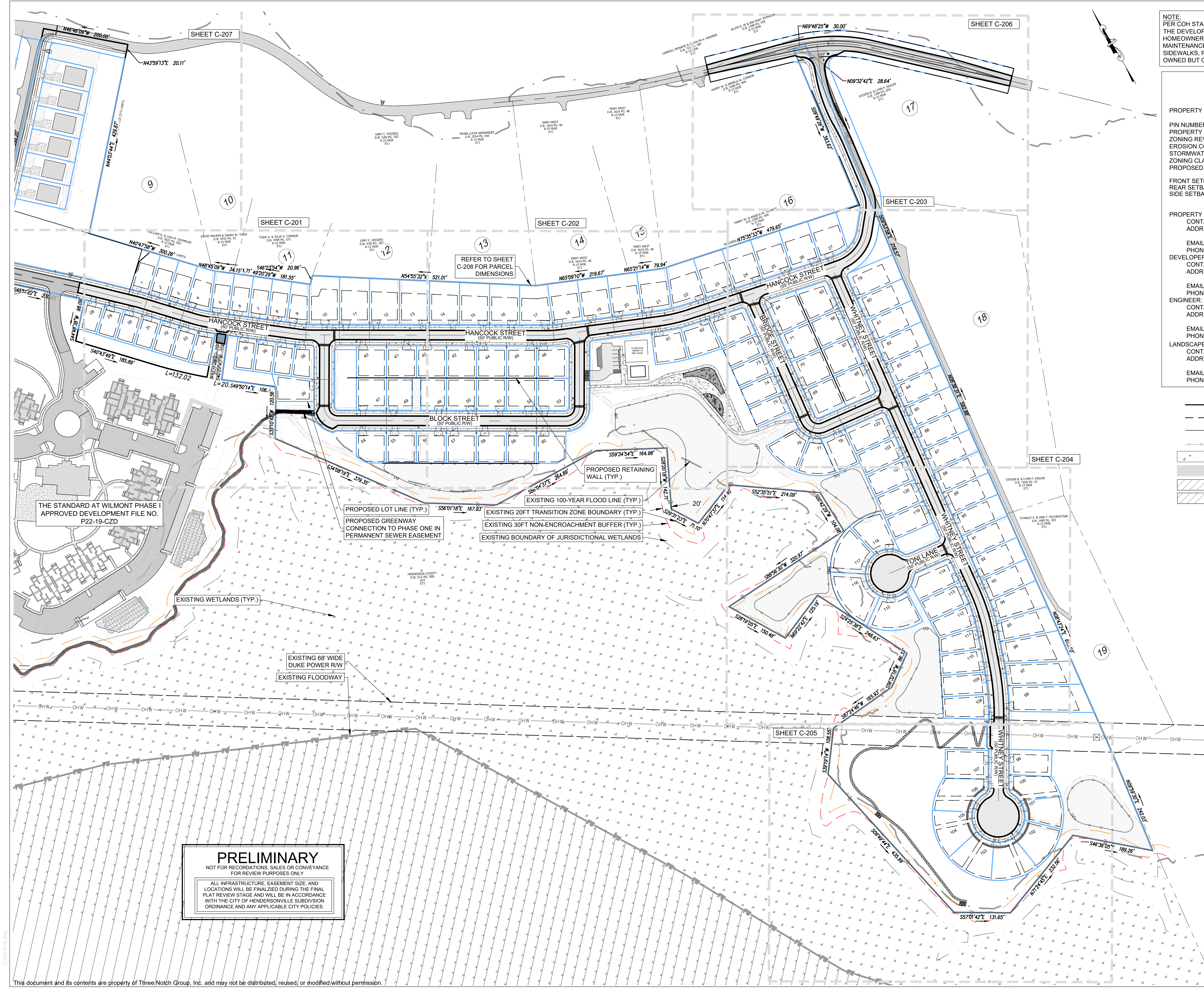
- MAP NOTES:
1. This map is for informational purposes only.
 2. The intent of this survey is to show existing topographic information at the time of the survey. See certification for dates of survey. This map does not depict a boundary survey nor is it intended for recordation, sales or conveyance.
 - 2.1. Original topographic survey conducted from January to March of 2024.
 - 2.2. Stockpiles where surveyed on 3-27-2025.
 - 2.3. Soil Road was surveyed on 6-3-2025.
 - 2.4. Site conditions may have changed after above listed dates.
 3. Boundary information taken from a survey entitled "Exempt Subdivision Survey for: Creekstone Holdings Hendersonville, LLC and being recorded in the Henderson County Register in Plat Slide 2023, Page 15247.
 4. Wetland as shown based on reference plat in Note #3.
 5. By graphic determination, the Subject Parcels are located in "Zone AE" and "Zone X" per FIRM map number 3700957900J dated January 6, 2010.
 6. Henderson County GIS was used to determine adjoiner owner information.
 7. Underground utility locations based on marks made by others. The surveyor assumes no responsibility for the accuracy of these marks. 811 Ticket #A240781989.
 8. Above ground utilities are located based on visible, above ground structures.
 9. Property subject to all easements, rights-of-way and restrictions of record.



Topographic Survey For:
**CREEKSTONE HOLDINGS
HENDERSONVILLE, LLC**
Deed Book 3954, Page 116
Plat Slide 15247
Tax PIN: 9579-30-8219
Hendersonville Township Henderson County, NC
June 18, 2025 Scale: 1" = 120'

CDG
CDG ENGINEERS & ASSOCIATES, INC.
15 ARLINGTON STREET
ASHEVILLE, N.C. 28801
Phone: (828) 232-4700
Website: www.cdg-engineers.com

DRAWN BY: TAS CHECKED BY: BLG



NOTE:
PER COH STANDARD "5-14-6.8: MAINTENANCE OF COMMON FACILITIES":
THE DEVELOPER, PROJECT OWNER, OR A PROPERLY ESTABLISHED
HOMEOWNERS ASSOCIATION SHALL PROVIDE FOR THE CONTINUING
MAINTENANCE OF COMMON OPEN SPACE, RECREATIONAL FACILITIES,
SIDEWALKS, PARKING, PRIVATE STREETS, AND OTHER PRIVATELY
OWNED BUT COMMON FACILITIES SERVING THE PROJECT

DEVELOPMENT DATA

PROPERTY ADDRESS: TRACY GROVE ROAD
HENDERSONVILLE, NC 27831
PIN NUMBER: 9579308219
PROPERTY SIZE: 35.44AC
ZONING REVIEW: CITY OF HENDERSONVILLE
EROSION CONTROL REVIEW: HENDERSON COUNTY
STORMWATER REVIEW: CITY OF HENDERSONVILLE
ZONING CLASSIFICATION: PRD
PROPOSED NUMBER OF UNITS: 123 LOTS
FRONT SETBACK: 10'
REAR SETBACK: 10' OR 30' (SEE LOT DETAIL SHEET C-208)
SIDE SETBACK: 5'
PROPERTY OWNER: CREEKSTONE HOLDINGS HENDERSONVILLE, LLC
CONTACT: STEPHEN D. KELLER
ADDRESS: 4545 POST OAK PLACE, SUITE 150
HOUSTON, TX 77027
EMAIL: SKELLER@CREEKSTONECOMPANIES.COM
PHONE: (713) 621-5300
DEVELOPER: CREEKSTONE HOLDINGS HENDERSONVILLE, LLC
CONTACT: STEPHEN D. KELLER
ADDRESS: 4545 POST OAK PLACE, SUITE 150
HOUSTON, TX 77027
EMAIL: SKELLER@CREEKSTONECOMPANIES.COM
PHONE: (713) 621-5300
ENGINEER: CDG ENGINEERS & ASSOCIATES, INC.
CONTACT: TOBY M. HARRIS, PE
ADDRESS: 4301 TAGGART CREEK ROAD
CHARLOTTE, NC 28208
EMAIL: TOBY.HARRIS@CDGE.COM
PHONE: (704) 394-6913
LANDSCAPE ARCH.: SITEWORK STUDIOS
CONTACT: GABRIEL DELERME, PLA
ADDRESS: 82 PATTON AVE ST 700
ASHEVILLE NC 28801
EMAIL: GDELERME@SITEWORKSTUDIOS.COM
PHONE: (828)674-5592

SITE PLAN LEGEND

- PROPOSED LOT LINE
- PROPOSED SETBACK
- PROPOSED STREET CENTERLINE
- PROPOSED FENCE
- PROPOSED CONCRETE
- PROPOSED PAVEMENT
- STORMWATER ACCESS EASEMENT
- SANITARY SEWER EASEMENT

PRELIMINARY
NOT FOR RECORDATIONS, SALES OR CONVEYANCE
FOR REVIEW PURPOSES ONLY
ALL INFRASTRUCTURE, EASEMENT SIZE, AND
LOCATIONS WILL BE FINALIZED DURING THE FINAL
PLAT REVIEW STAGE AND WILL BE IN ACCORDANCE
WITH THE CITY OF HENDERSONVILLE SUBDIVISION
ORDINANCE AND ANY APPLICABLE CITY POLICIES.

DATE: 01/17/2025
ADDRESS COUNTY STORMWATER & EC COMMENTS: 04/30/2025
ADDRESS CLIENT COMMENTS: 07/24/2025

NO. 1
REVISIONS/SUBMISSION 4
PROFESSIONAL SEAL: NORTH CAROLINA PROFESSIONAL SEAL
JOHN M. HARRIS
07/24/2025
CERTIFICATE OF AUTHORIZATION: THREE NOTCH GROUP, INC.
NORTH CAROLINA
NO. C-4973
4301 Taggart Creek Road
Charlotte, NC 28208
(704) 394-6913

WILMONT ESTATES
TRACY GROVE ROAD
HENDERSONVILLE, NC 27831

PROJECT NO: R230601
DATE: 11/25/2024
SHEET NO: AS SHOWN

PRELIMINARY PLAT - OVERALL

C-200

37

DATE:
07/24/2025

REVISIONS
NO. 5

REVISIONS
SUBMISSION

ADDRESS CLIENT COMMENTS

PROFESSIONAL SEAL:
NORTH CAROLINA
SEAL
133995
COVIN M. HARRIS
07/24/2025

CERTIFICATE OF AUTHORIZATION:
THREE NOTCH GROUP, INC.
NORTH CAROLINA
NO. C-4973

4301 Taggart Creek Road
Charlotte, NC 28208
(704) 394-6913

THREE NOTCH GROUP
PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT NO:
R324001

DATE:
11/25/2024

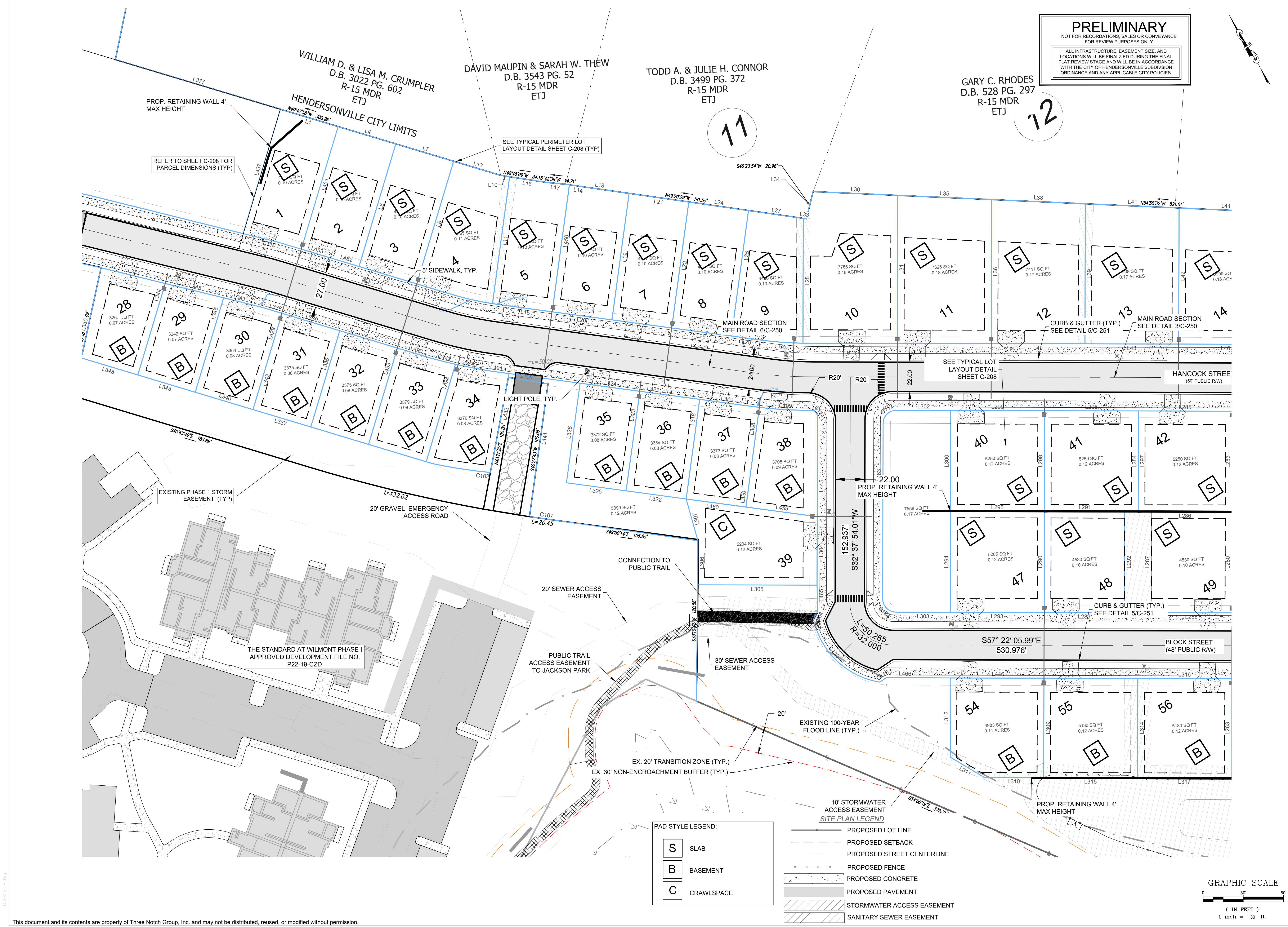
SHEET NO:

WILMONT ESTATES
TRACY GROVE ROAD
HENDERSONVILLE, NC 27831

PRELIMINARY PLAT - ENLARGEMENT

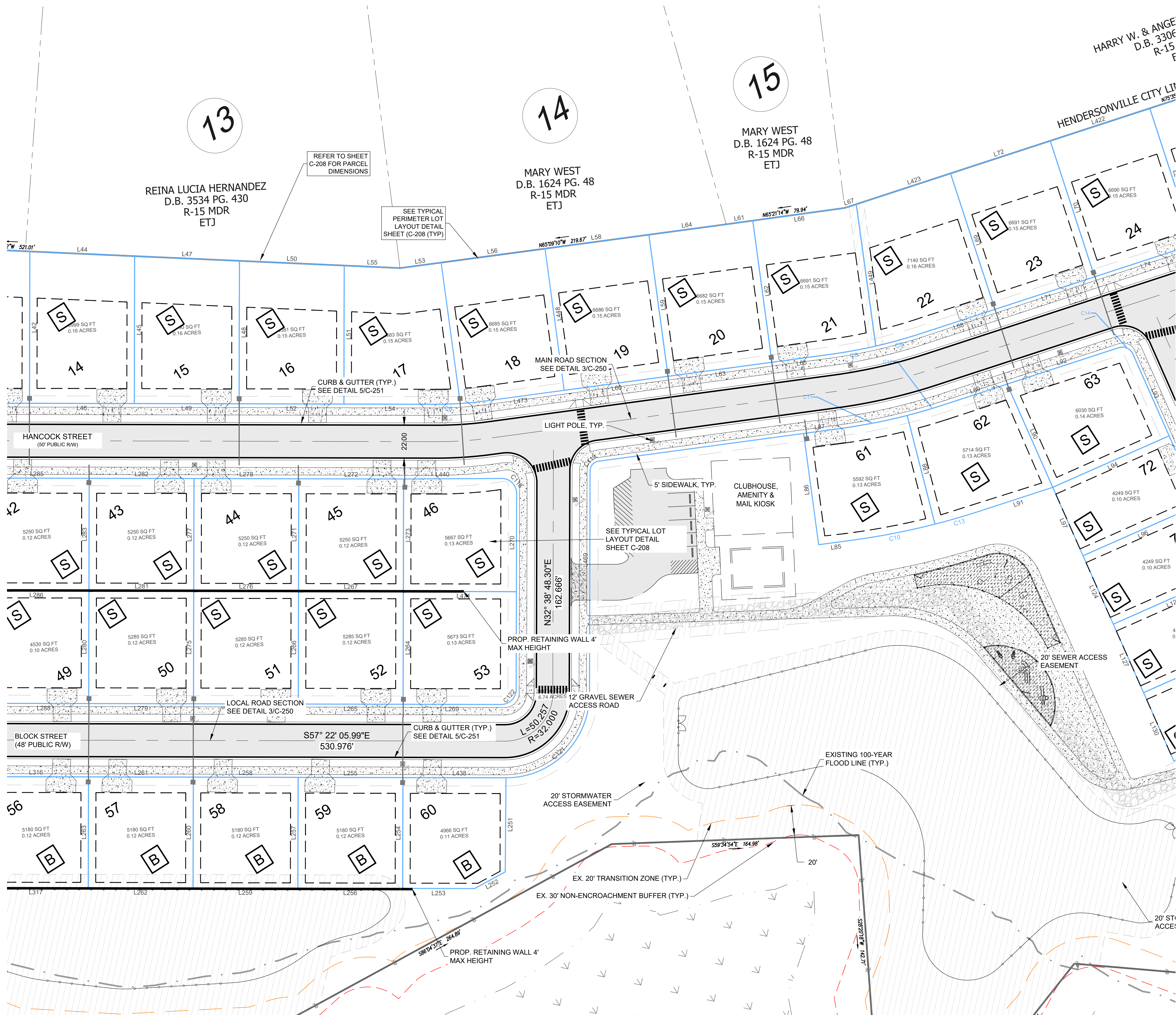
C-201

DRAWING TITLE:



C:\2025 SITE.dwg

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PAD STYLE LEGEND:

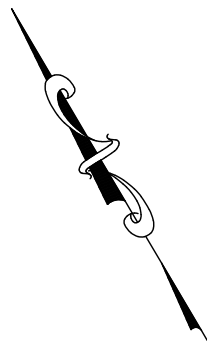
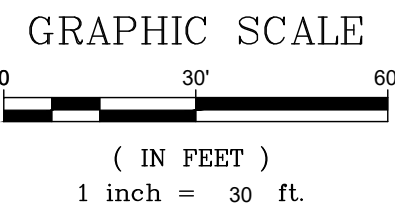
S	SLAB
B	BASEMENT
C	CRAWLSPACE

PRELIMINARY
NOT FOR RECORDATIONS, SALES OR CONVEYANCE
FOR REVIEW PURPOSES ONLY

ALL INFRASTRUCTURE, EASEMENT SIZE, AND
LOCATIONS WILL BE FINALIZED DURING THE FINAL
PLAT REVIEW STAGE AND WILL BE IN ACCORDANCE
WITH THE CITY OF HENDERSONVILLE SUBDIVISION
ORDINANCE AND ANY APPLICABLE CITY POLICIES.

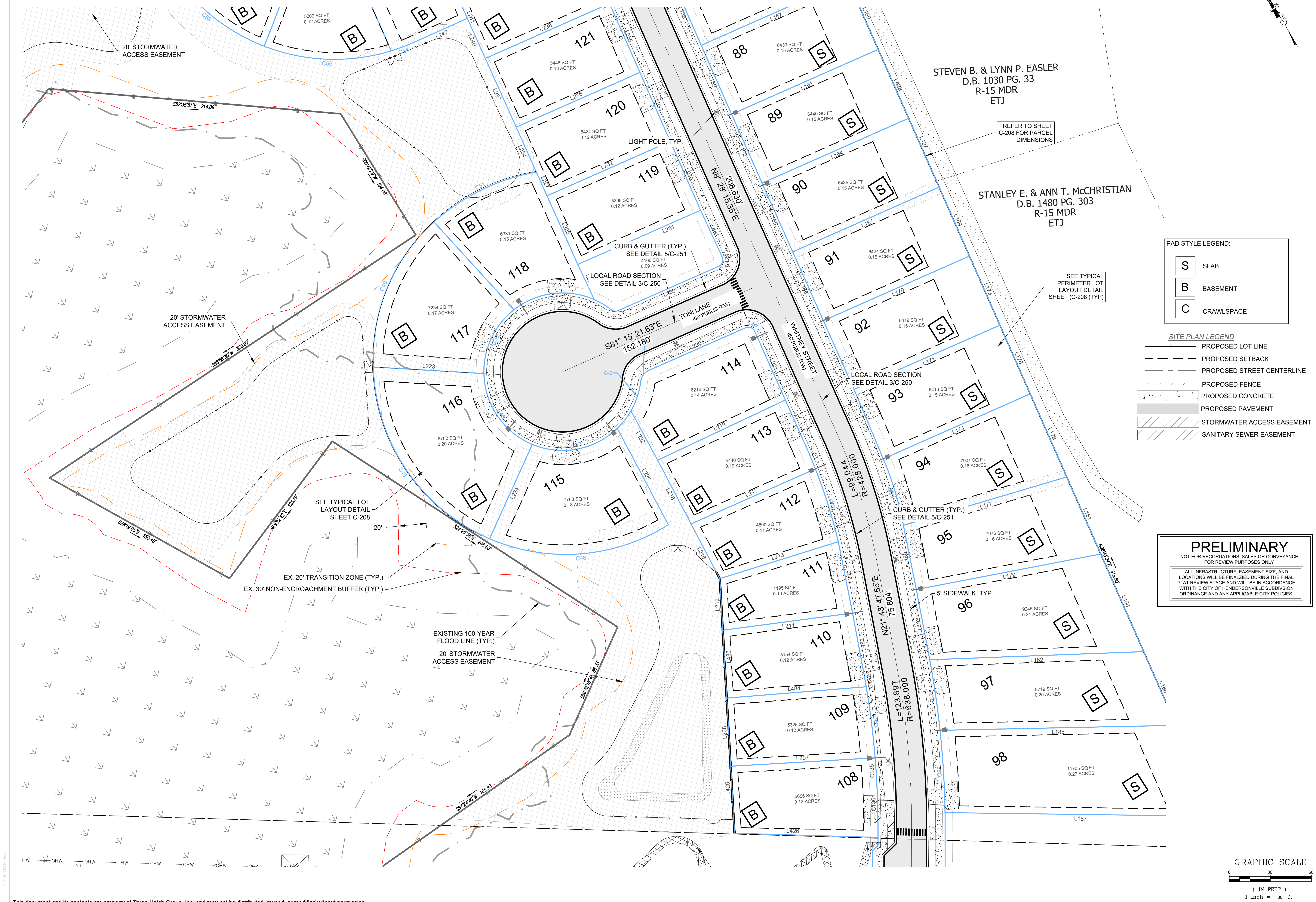
SITE PLAN LEGEND

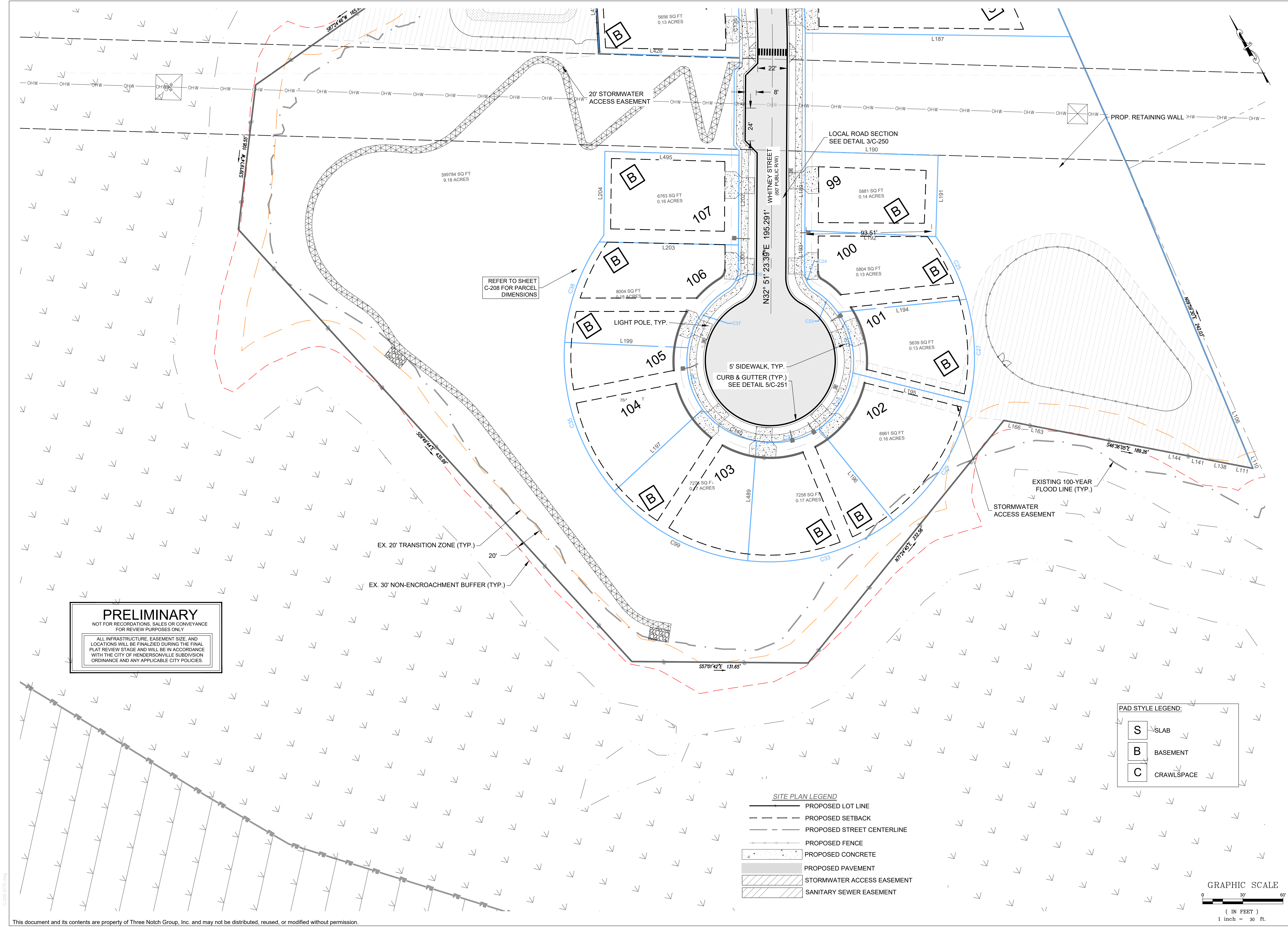
—	PROPOSED LOT LINE
- - -	PROPOSED SETBACK
- - -	PROPOSED STREET CENTERLINE
- - -	PROPOSED FENCE
▨	PROPOSED CONCRETE
▨	PROPOSED PAVEMENT
▨	STORMWATER ACCESS EASEMENT
▨	SANITARY SEWER EASEMENT



PROJECT NO: R234001		DATE: 11/25/2024		SCALE: AS SHOWN	
SHEET NO: 1		DRAWING TITLE: PRELIMINARY PLAT - ENLARGEMENT		DRAWING NO: C-202	
WILMONT ESTATES TRACY GROVE ROAD HENDERSONVILLE, NC 27831					
THREE NOTCH GROUP, INC. 4301 Taggart Creek Road Charlotte, NC 28208 (704) 394-6913					
PRELIMINARY - NOT FOR CONSTRUCTION					
REVISIONS SUBMISSION		DATE:		SECTION 5, ITEM B.	
3		03/17/2025			
5		07/24/2025			
ADDRESS COUNTY STORMWATER & EC COMMENTS		ADDRESS CLIENT COMMENTS			
PROFESSIONAL SEAL:		NORTH CAROLINA PROFESSIONAL SEAL			
CERTIFICATE OF AUTHORIZATION:		THREE NOTCH GROUP, INC.			
		NORTH CAROLINA			
		NO. C-4973			

DATE:	03/17/2025	REVISIONS	NO.	3	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	12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PROJECT NO: R284001 SHEET NO:		DATE: 11/25/2024 SCALE: AS SHOWN		WILMONT ESTATES TRACY GROVE ROAD HENDERSONVILLE, NC 27831		PRELIMINARY PLAT - ENLARGEMENT	
NO. 3 5		REVISION/SUBMISSION ADDRESS COUNTY STORMWATER & EC COMMENTS ADDRESS CLIENT COMMENTS		DATE: 03/17/2025 07/24/2025		Section 5, Item B.	
PROFESSIONAL SEAL: 				CERTIFICATE OF AUTHORIZATION: 			
4301 Taggart Creek Road Charlotte, NC 28208 (704) 394-6913				PRELIMINARY - NOT FOR CONSTRUCTION			

PROJECT NO:
R264001

DATE:
11/25/2024

SHEET NO:
AS SHOWN

WILMONT ESTATES
TRACY GROVE ROAD
HENDERSONVILLE, NC 27831

PRELIMINARY PLAT - ENLARGEMENT

C-206

REVISION/SUBMISSION
NO. 5
ADDRESS CLIENT COMMENTS

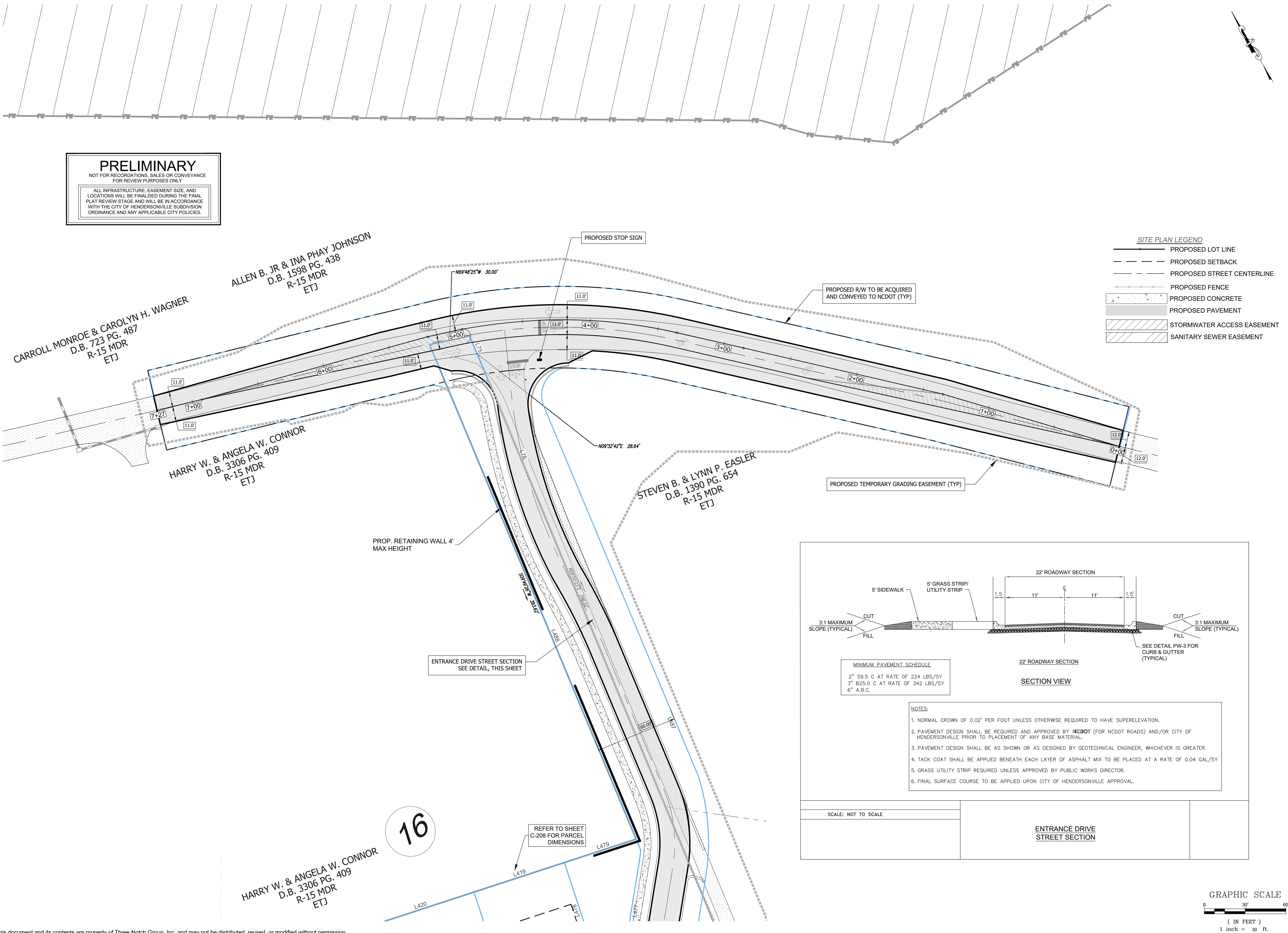
DATE:
07/24/2025

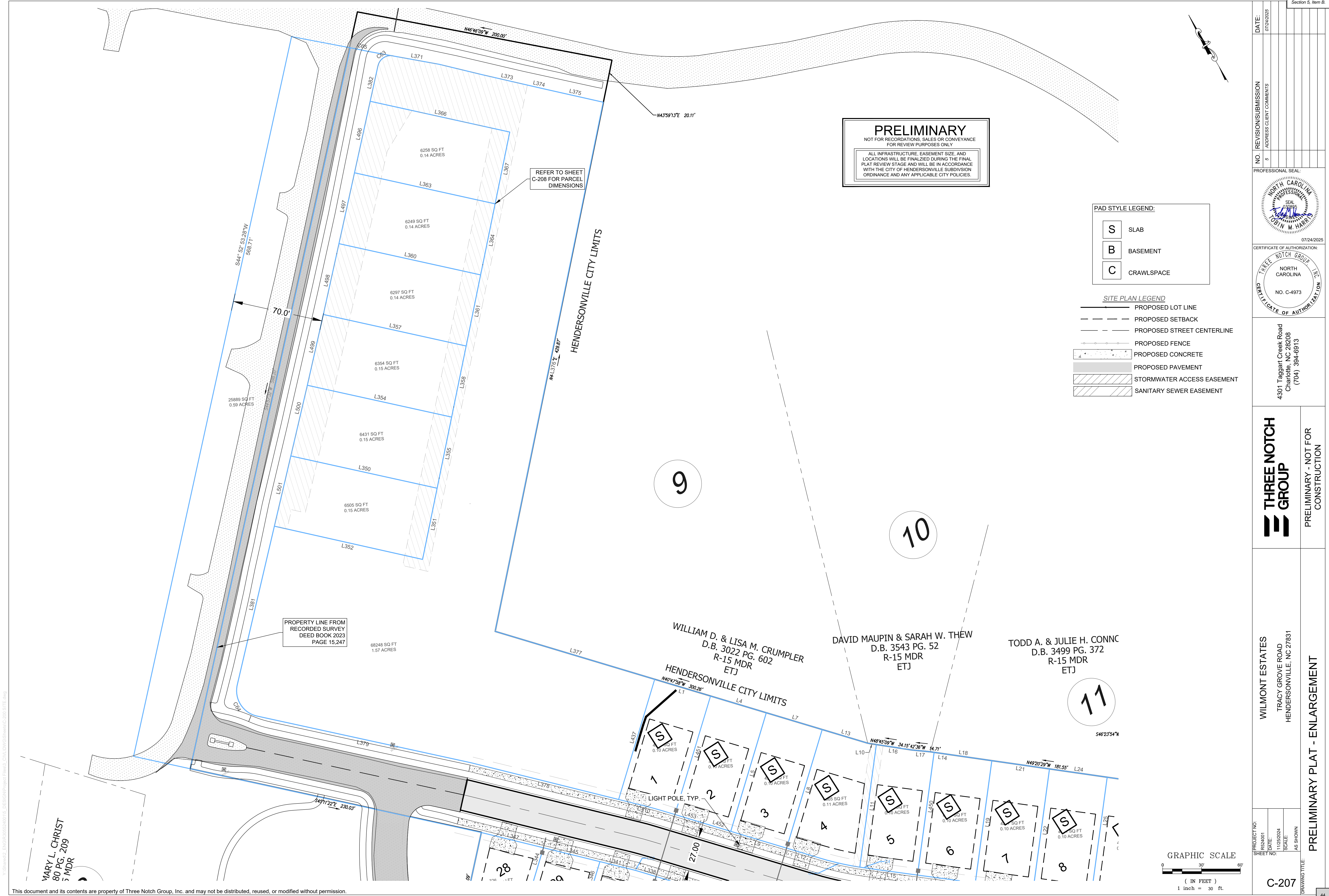
PROFESSIONAL SEAL:

07/24/2025

CERTIFICATE OF AUTHORIZATION:
THREE NOTCH GROUP, INC.
NORTH CAROLINA
NO. C-4973
4301 Taggart Creek Road
Charlotte, NC 28208
(704) 394-6913

PRELIMINARY - NOT FOR CONSTRUCTION





Section 5, Item B.

DATE: 07/24/2025

REVISIONSUBMISSION ADDRESS CLIENT COMMENTS

NO. 5

PROFESSIONAL SEAL: NORTH CAROLINA PROFESSIONAL SEAL 07/24/2025

CERTIFICATE OF AUTHORIZATION: THREE NOTCH GROUP, INC. NORTH CAROLINA NO. C-4973

4301 Taggart Creek Road Charlotte, NC 28208 (704) 394-6913

THREE NOTCH GROUP PRELIMINARY - NOT FOR CONSTRUCTION

WILMONT ESTATES TRACY GROVE ROAD HENDERSONVILLE, NC 27831

PROJECT NO: R324001 DATE: 11/25/2024 SHEET NO: AS SHOWN

PRELIMINARY PLAT - ENLARGEMENT C-207

DRAWING TITLE: 44

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Parcel Line and Curve Table				
Line #/Curve #	Length	Bearing/Delta	Radius	
L112	115.89	N81° 21' 05.63"W		
L140	55.00	N9° 16' 52.90"E		
L107	116.47	N81° 21' 04.33"W		
L109	116.47	S81° 21' 04.33"E		
L113	55.00	N8° 10' 41.24"E		
C17	6.02	45.63	7.56	
L105	110.07	S80° 03' 56.59"E		
L108	55.00	N8° 43' 47.13"E		
C15	12.96	95.77	7.75	
L98	67.54	S75° 34' 37.65"E		
L100	75.50	N81° 21' 05.63"W		
L101	76.80	N8° 38' 54.37"E		
L116	70.00	N8° 38' 54.37"E		
L117	75.50	N81° 21' 05.63"W		
L118	70.00	N8° 38' 54.37"E		
L119	70.00	S8° 38' 54.37"W		
L120	75.50	N81° 21' 05.63"W		
L121	70.00	N8° 38' 54.37"E		
L131	75.50	S8° 38' 54.37"W		
L132	68.00	N81° 21' 05.63"W		

Parcel Line and Curve Table				
Line #/Curve #	Length	Bearing/Delta	Radius	
C18	11.78	90.00	7.50	
L133	68.00	N8° 38' 54.37"E		
L135	75.21	N81° 21' 04.81"W		
L136	68.01	S8° 43' 47.03"W		
C19	11.77	90.00	7.49	
L137	67.62	N81° 21' 05.63"W		
L115	75.31	N81° 21' 04.42"W		
L134	70.00	S8° 43' 47.05"W		
L114	70.00	S8° 43' 47.09"W		
L99	77.97	S8° 38' 54.37"W		
L102	69.16	S75° 34' 37.65"E		
C16	11.41	84.23	7.76	
L103	63.04	S8° 43' 47.09"W		
L104	75.41	N81° 21' 04.04"W		
L363	111.19	S45° 03' 22.56"E		
L366	110.35	S45° 03' 22.56"E		
L367	56.51	S44° 02' 01.70"W		
L360	112.01	S45° 03' 22.56"E		
L364	45.49	S44° 02' 01.70"W		
L357	112.89	S45° 03' 22.56"E		

Parcel Line and Curve Table				
Line #/Curve #	Length	Bearing/Delta	Radius	
L361	45.49	S44° 02' 01.70"W		
L354	114.04	S45° 03' 22.56"E		
L358	45.49	S44° 02' 01.70"W		
L350	115.64	S45° 03' 22.56"E		
L355	45.49	S44° 02' 01.70"W		
L351	56.07	S44° 02' 01.70"W		
L352	117.24	N44° 51' 45.00"W		
L344	71.23	N49° 13' 51.69"E		
L347	49.37	S43° 43' 31.70"E		
L348	44.00	N40° 45' 50.03"W		
L343	44.78	N40° 45' 50.03"W		
L345	44.86	S43° 43' 31.70"E		
L346	73.54	S49° 14' 35.06"W		
L338	11.38	N40° 45' 50.03"W		
L340	45.00	N40° 45' 50.03"W		
L341	22.73	S43° 43' 31.70"E		
C62	10.93	2.96	211.50	
L342	75.00	S49° 14' 43.72"W		
L335	75.00	N49° 14' 09.97"E		
L337	45.01	N40° 45' 50.03"W		

Parcel Line and Curve Table				
Line #/Curve #	Length	Bearing/Delta	Radius	
L339	45.00	S40° 45' 50.03"E		
L323	75.00	N40° 23' 16.67"E		
L324	45.00	S49° 47' 51.35"E		
L325	44.92	N49° 47' 51.35"W		
L326	75.00	N40° 19' 33.13"E		
L318	75.00	N40° 12' 08.65"E		
L321	45.00	S49° 47' 51.35"E		
L322	45.24	N49° 47' 51.35"W		
L308	75.03	N40° 09' 04.50"E		
C59	4.02	0.78	294.11	
L319	40.92	S49° 47' 51.35"E		
L320	75.03	S40° 09' 04.50"W		
L304	51.10	S32° 37' 54.01"W		
L305	89.08	N57° 22' 05.99"W		
L306	32.89	N32° 45' 18.16"E		
L307	32.37	N16° 50' 44.70"E		
L300	75.00	N26° 37' 54.01"E		
L302	40.50	S57° 22' 05.99"E		
L303	40.50	N57° 22' 05.99"W		
L298	75.00	N32° 37' 54.01"E		

Parcel Line and Curve Table				
Line #/Curve #	Length	Bearing/Delta	Radius	
L299	70.00	S57° 22' 05.99"E		
L296	70.00	S57° 22' 05.99"E		
L297	75.00	S32° 37' 54.01"W		
L283	75.00	N32° 37' 54.01"E		
L284	75.00	N32° 37' 54.01"E		
L285	70.00	S57° 22' 05.99"E		
L286	60.00	N57° 22' 05.99"W		
L277	75.00	N32° 37' 54.01"E		
L281	70.00	S57° 22' 05.99"E		
L282	70.00	S57° 22' 05.99"E		
L271	75.00	N32° 37' 54.01"E		
L276	70.00	S57° 22' 05.99"E		
L278	70.00	S57° 22' 05.99"E		
L267	70.00	S57° 22' 05.99"E		
L272	70.00	S57° 22' 05.99"E		
L273	75.00	S32° 37' 54.01"W		
L270	65.62	N32° 38' 48.30"E		
L290	75.50	N32° 37' 54.01"E		
L293	70.00	N57° 22' 05.99"W		
L294	75.50	N32° 37' 54.01"E		

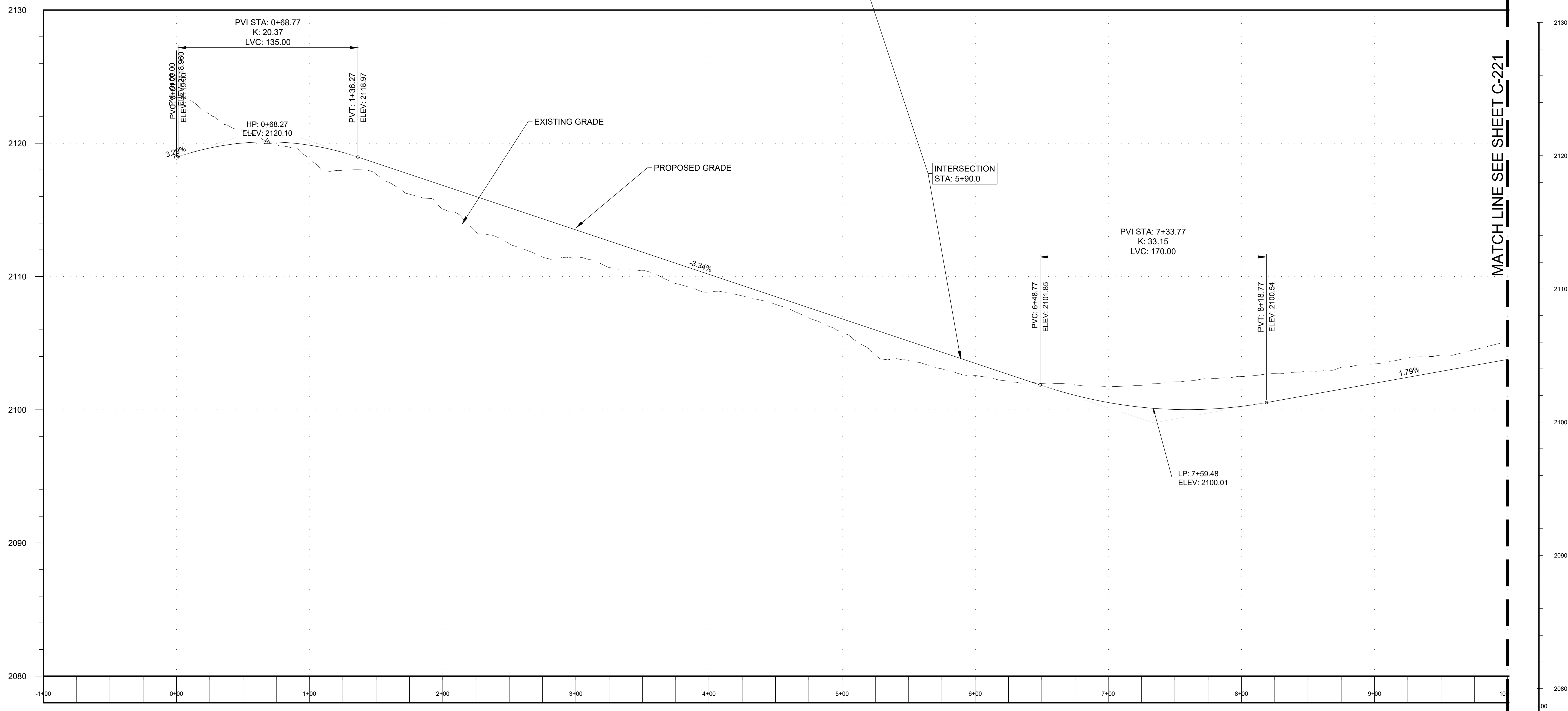
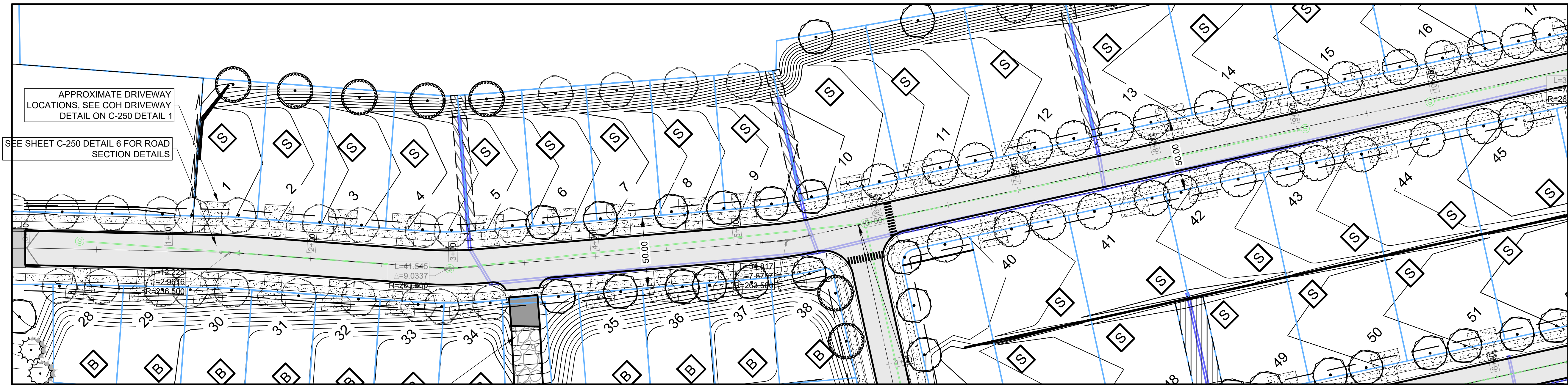
Parcel Line and Curve Table				
Line #/Curve #	Length	Bearing/Delta	Radius	
L295	70.00	S57° 22' 05.99"E		
L289	60.00	N57° 22' 05.99"W		
L291	60.00	S57° 22' 05.99"E		
L292	75.50	S32° 37' 54.01"W		
L280	75.50	N32° 37' 54.01"E		
L287	75.50	N57° 22' 05.99"E		
L288	60.00	N57° 22' 05.99"W		
L275	75.50	N32° 37' 54.01"E		
L279	70.00	N57° 22' 05.99"W		
L266	75.50	N32° 37' 54.01"E		
L274	70.00	N32° 37' 54.01"E		
L264	75.50	S32° 37' 54.01"W		
L265	70.00	N57° 22' 05.99"W		
L269	65.48	N57° 22' 05.99"W		
L309	74.00	S32° 37' 54.01"W		
L310	44.62	N57° 22' 05.99"W		
L311	29.18	N26° 50' 38.10"W		
L312	59.18	N32° 23' 25.96"E		
L313	70.00	S57° 22' 05.99"E		
L314	74.00	S32° 37' 54.01"W		

Parcel Line and Curve Table				
Line #/Curve #	Length	Bearing/Delta	Radius	
L315	70.00	N57° 22' 05.99"W		
L263	74.00	N32° 37' 54.01"E		
L316	70.00	S57° 22' 05.99"E		
L317	70.00	N57° 22' 05.99"W		
L260	74.00	N32° 37' 54.01"E		
L261	70.00	S57° 22' 05.99"E		
L262	70.00	N57° 22' 05.99"W		
L257	74.00	N32° 37' 54.01"E		
L258	70.00	S57° 22' 05.99"E		
L259	70.00	N57° 22' 05.99"W		
L254	74.00	N32° 37' 54.01"E		
L255	70.00	S57° 22' 05.99"E		
L256	70.00	N57° 22' 05.99"W		
L251	62.85	S32° 56' 31.66"W		
L252	23.36	N85° 59' 12.34"W		
L253	47.99	N57° 22' 05.99"W		
C10	56.25	6.62	486.47	
L85	22.68	N65° 12' 04.76"W		
L86	75.00	N24° 47' 55.24"E		
L87	22.68	S65° 12' 04.76"E		

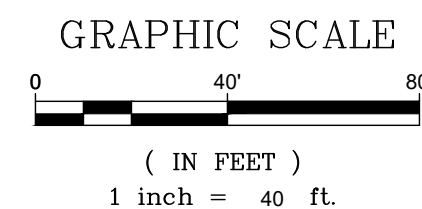
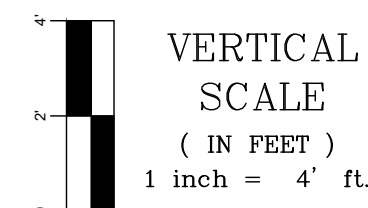
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C11	47.58	6.62	411.55	
L88	74.91	S18° 10' 26.89"W		
C12	26.94	3.75	411.54	
L89	43.02	S75° 34' 37.65"E		
L90	75.38	S8° 38' 54.37"W		
L91	50.60	N75° 34' 37.65"W		
C13	31.85	3.75	486.50	
L92	78.67	S75° 34' 37.65"E		
C14	11.40	84.23	7.75	
L93	59.51	S8° 38' 54.37"W		
L94	84.97	N81° 21' 05.63"W		
L95	50.00	S8° 38' 54.37"W		
L96	84.97	N81° 21' 05.63"W		
L97	50.00	N8° 38' 54.37"E		
L122	50.00	S8° 38' 54.37"W		
L123	84.97	N81° 21' 05.63"W		
L124	50.00	N8° 38' 54.37"E		
L125	50.00	S8° 38' 54.37"W		
L126	84.97	N81° 21' 05.63"W		
L127	50.00	N8° 38' 54.37"E		

Parcel Line and Curve Table				
Line #/Curve #	Length	Bearing/Delta	Radius	
L128	50.00	S8° 38' 54.37"W		
L129	84.97	N81° 21' 05.63"W		
L130	50.00	N8° 38' 54.37"E		
L249	85.50	N63° 38' 54.37"E		
C57	34.55	35.04	56.50	
C58	93.96	37.91	142.00	
L250	85.62	S86° 32' 40.59"E		
L248	87.05	N8° 44' 47.71"E		
C55	27.26	27.65	56.50	
C56	94.49	38.12	142.00	
L241	22.92	N8° 19' 22.83"E		
L245	22.92	N8° 19' 22.83"E		
L369	43.00	S81° 21' 05.63"E		
L246	62.33	S8° 19' 32.23"W		
L247	43.48	N81° 40' 37.17"W		
C54	17.04	5.60	174.28	
L242	99.60	S81° 21' 05.79"E		
L243	93.00	S81° 21' 05.63"E		
C53	11.51	93.94	7.02	
L244	54.83	S8° 42' 13.83"W		

Parcel Line and Curve Table				
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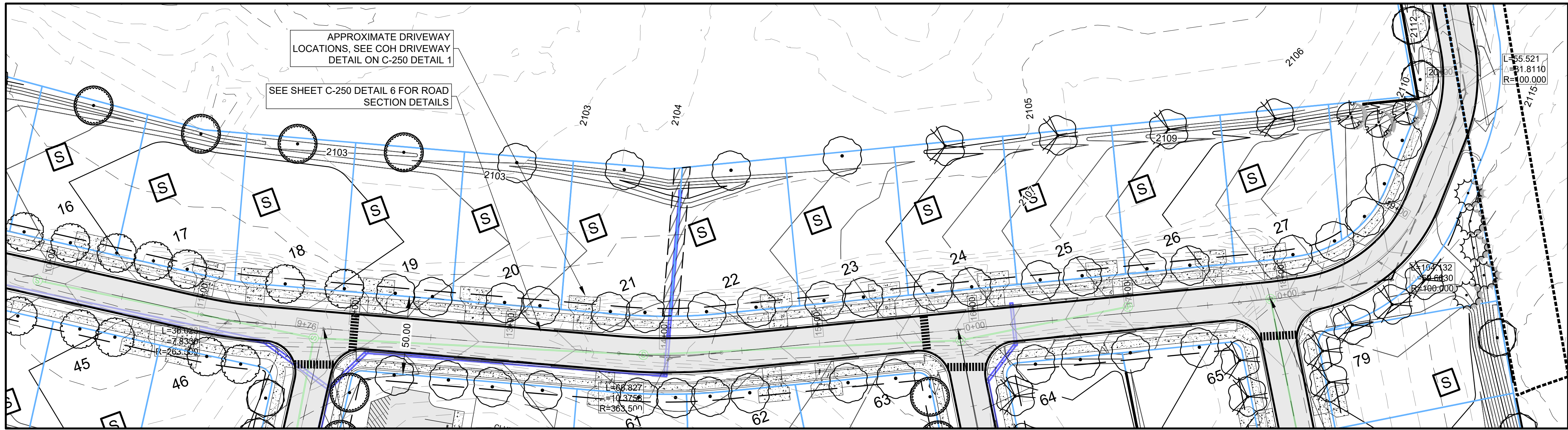


HANCOCK STREET

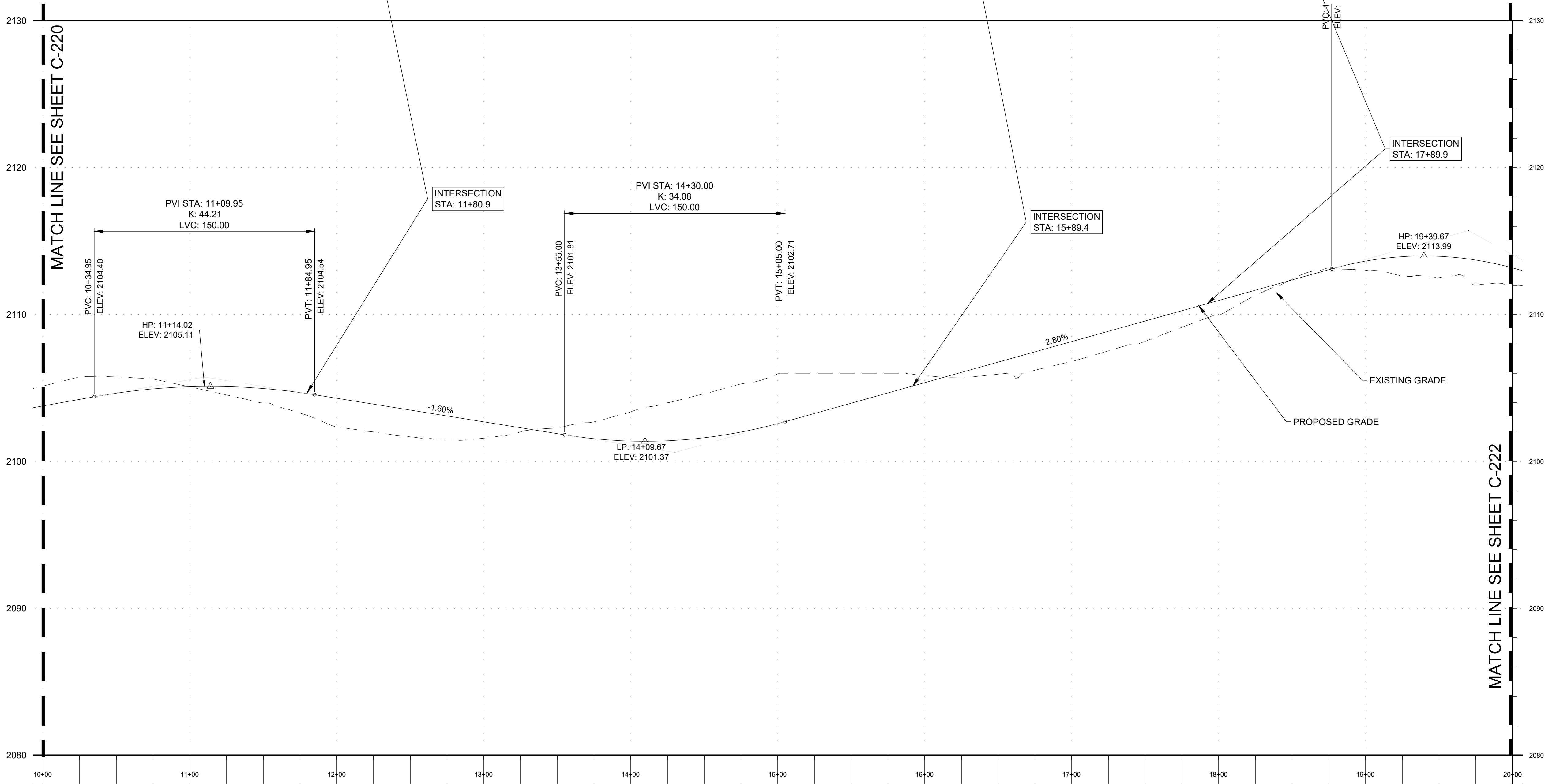


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SHEET NO.			
WILMONT ESTATES TRACY GROVE ROAD HENDERSONVILLE, NC 27831			ROAD PROFILE A 0+00 - 10+00
THREE NOTCH GROUP PRELIMINARY - NOT FOR CONSTRUCTION			
4301 Taggart Creek Road Charlotte, NC 28208 (704) 394-6913			THREE NOTCH GROUP, LLC NORTH CAROLINA NO. C-4973 CERTIFICATE OF AUTHORIZATION
4301 Taggart Creek Road Charlotte, NC 28208 (704) 394-6913			
NO. 5			PROFESSIONAL SEAL: NORTH CAROLINA SEAL JOSHUA M. HARRIS 07/24/2025
REVISION/SUBMISSION ADDRESS CLIENT COMMENTS			
DATE: 07/24/2025			Section 5, Item B.

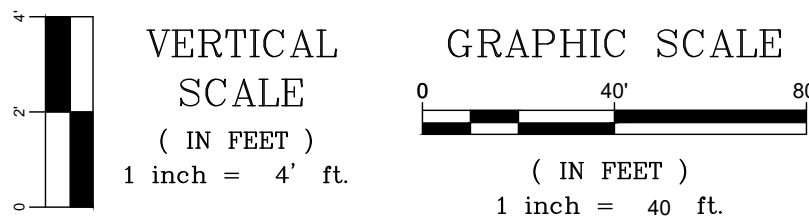
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SHEET NO:				
WILMONT ESTATES TRACY GROVE ROAD HENDERSONVILLE, NC 27831			THREE NOTCH GROUP PRELIMINARY - NOT FOR CONSTRUCTION	4301 Taggart Creek Road Charlotte, NC 28208 (704) 394-6913
NO. REVISION/SUBMISSION 5				
DATE: 07/24/2025			PROFESSIONAL SEAL: 	
ADDRESS CLIENT COMMENTS			CERTIFICATE OF AUTHORIZATION: THREE NOTCH GROUP, LLC NORTH CAROLINA NO. C-4973 DATE OF AUTHORIZATION: 07/24/2025	



- SITE PLAN LEGEND**
- PROPOSED LOT LINE
 - PROPOSED SETBACK
 - PROPOSED STREET CENTERLINE
 - PROPOSED FENCE
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - STORMWATER ACCESS EASEMENT
 - SANITARY SEWER EASEMENT



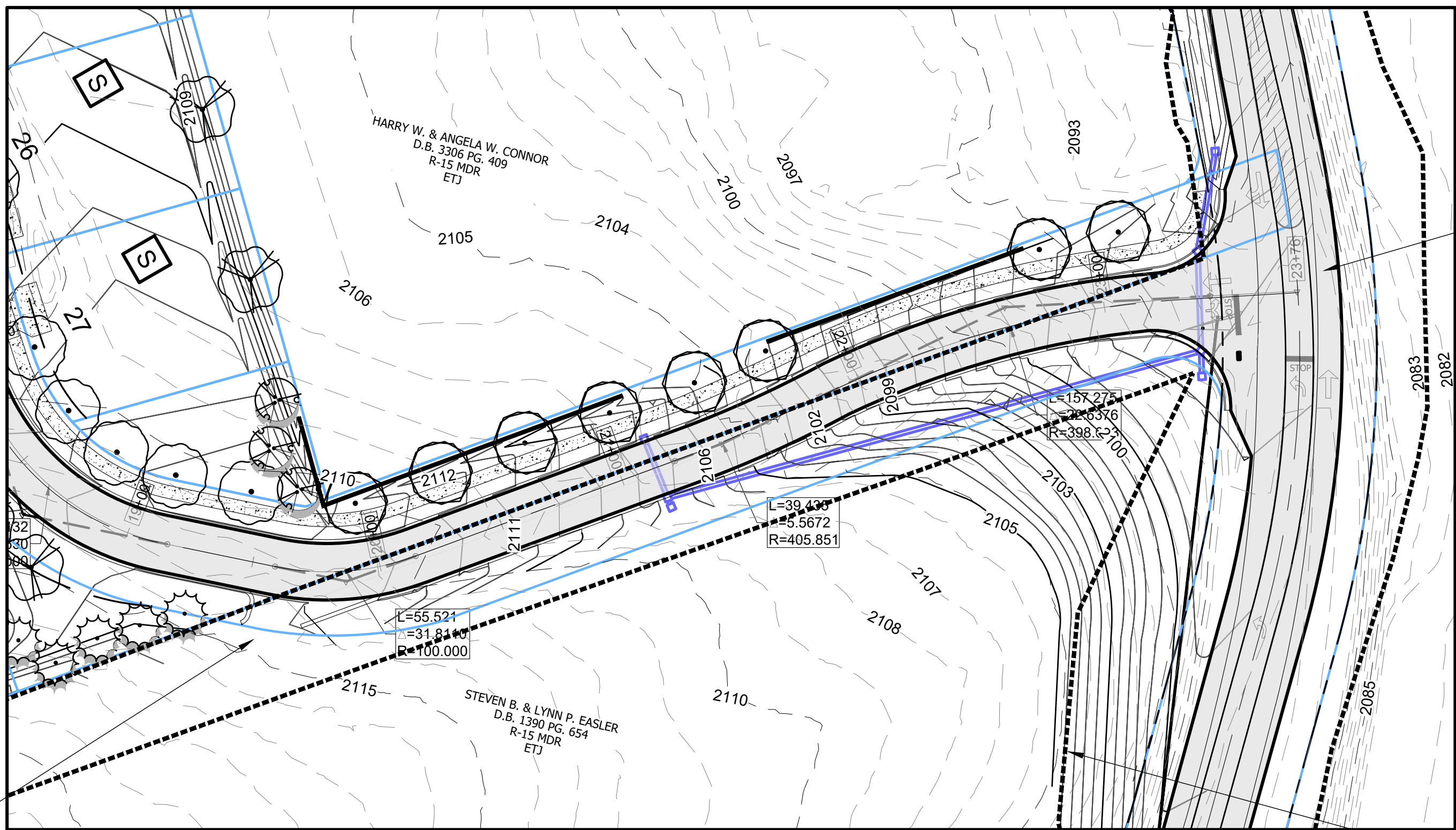
HANCOCK STREET



C-221 ROAD PROFILES.dwg

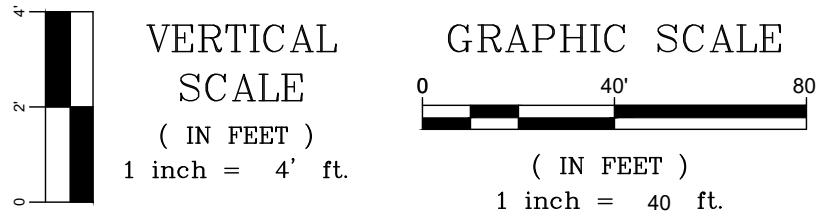
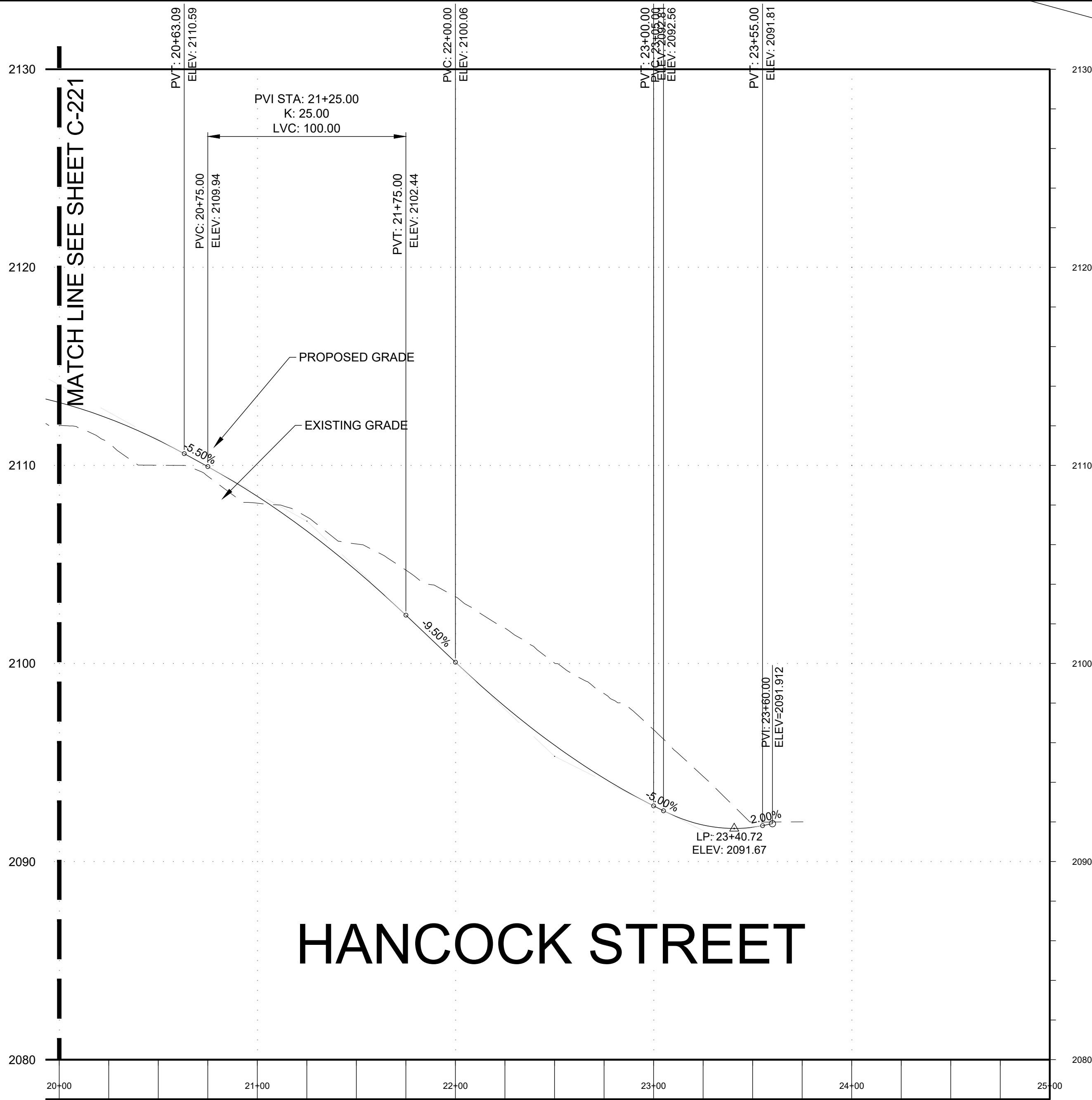
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PROPOSED DRIVEWAY CONNECTION
TO NEIGHBORING PROPERTY. SEE
SHEET C-250 FOR DRIVEWAY APRON
DETAIL



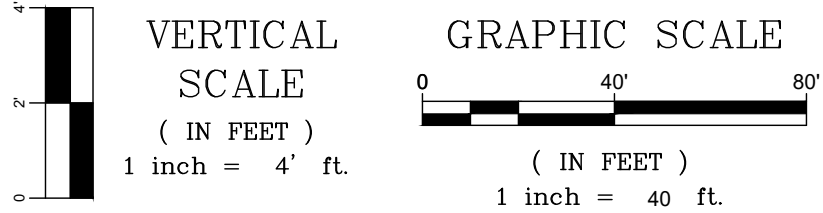
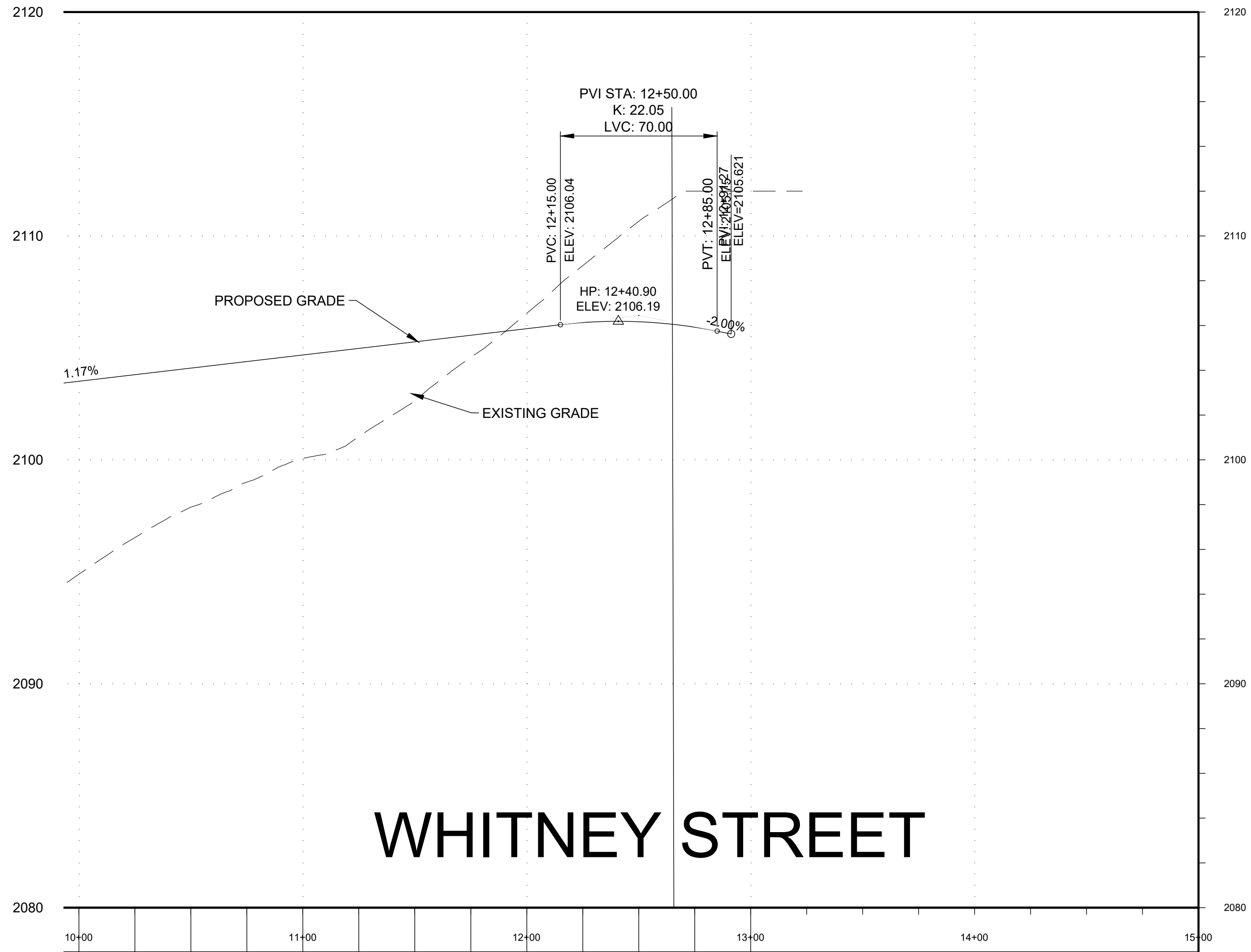
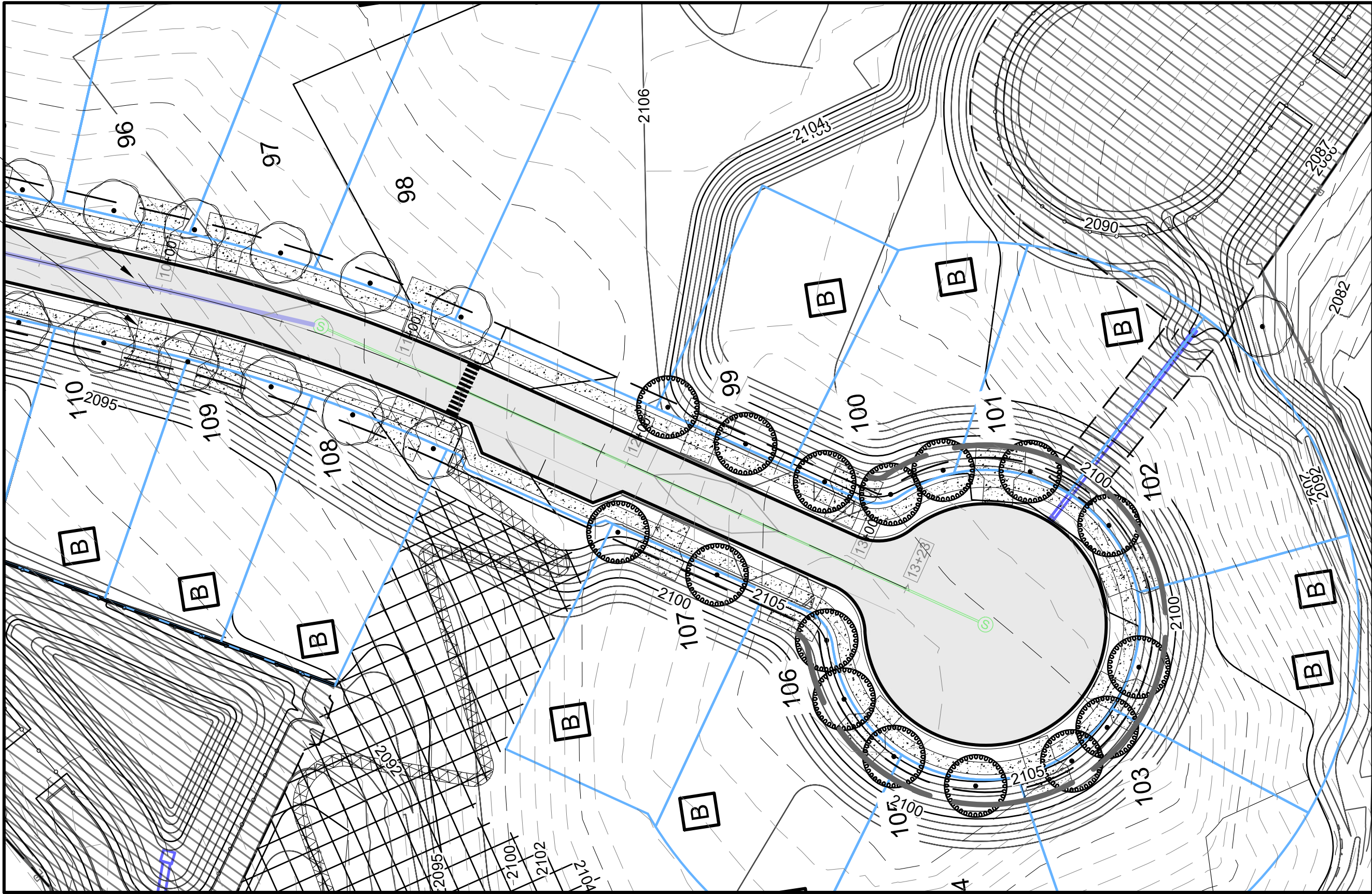
TEMPORARY GRADING EASEMENT (TYP)

- SITE PLAN LEGEND**
- PROPOSED LOT LINE
 - PROPOSED SETBACK
 - PROPOSED STREET CENTERLINE
 - PROPOSED FENCE
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - STORMWATER ACCESS EASEMENT
 - SANITARY SEWER EASEMENT



PROJECT NO: R24001		DATE: 11/25/2024		NO. REVISION/SUBMISSION 5		DATE: 07/24/2025		ADDRESS CLIENT COMMENTS		PROFESSIONAL SEAL: 07/24/2025		CERTIFICATE OF AUTHORIZATION: 07/24/2025		4301 Taggart Creek Road Charlotte, NC 28208 (704) 394-6913		THREE NOTCH GROUP PRELIMINARY - NOT FOR CONSTRUCTION		WILMONT ESTATES TRACY GROVE ROAD HENDERSONVILLE, NC 27831		ROAD PROFILE A 20+00 - 25+00		C-222		DRAWING TITLE:		48	
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PROJECT NO: R284001		DATE: 11/25/2024	NO. 5	REVISION/SUBMISSION	DATE: 07/24/2025
SHEET NO:		SCALE: AS SHOWN	ADDRESS CLIENT COMMENTS		
<div>WILMONT ESTATES</div> <div>TRACY GROVE ROAD</div> <div>HENDERSONVILLE, NC 27831</div>			PROFESSIONAL SEAL:		
					
			CERTIFICATE OF AUTHORIZATION:		
					
<div>WILMONT ESTATES</div> <div>TRACY GROVE ROAD</div> <div>HENDERSONVILLE, NC 27831</div>			4301 Taggart Creek Road Charlotte, NC 28208 (704) 394-6913		
			04/30/2025		
<div>THREE NOTCH GROUP</div>			<div>PRELIMINARY - NOT FOR CONSTRUCTION</div>		
ROAD PROFILE B 10+00 - 15+00					
DRAWING TITLE:					
C-224					



DATE: 07/24/2025

NO. 5
REVISION/SUBMISSION
ADDRESS CLIENT COMMENTS

PROFESSIONAL SEAL:
NORTH CAROLINA
JOSHUA M. HARRIS
07/24/2025

CERTIFICATE OF AUTHORIZATION:
THREE NOTCH GROUP, LLC
NORTH CAROLINA
NO. C-4973

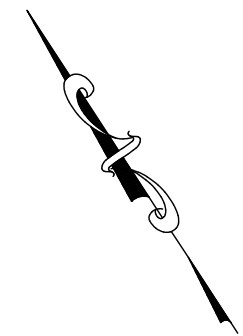
4301 Taggart Creek Road
Charlotte, NC 28208
(704) 394-6913

THREE NOTCH GROUP
PRELIMINARY - NOT FOR CONSTRUCTION

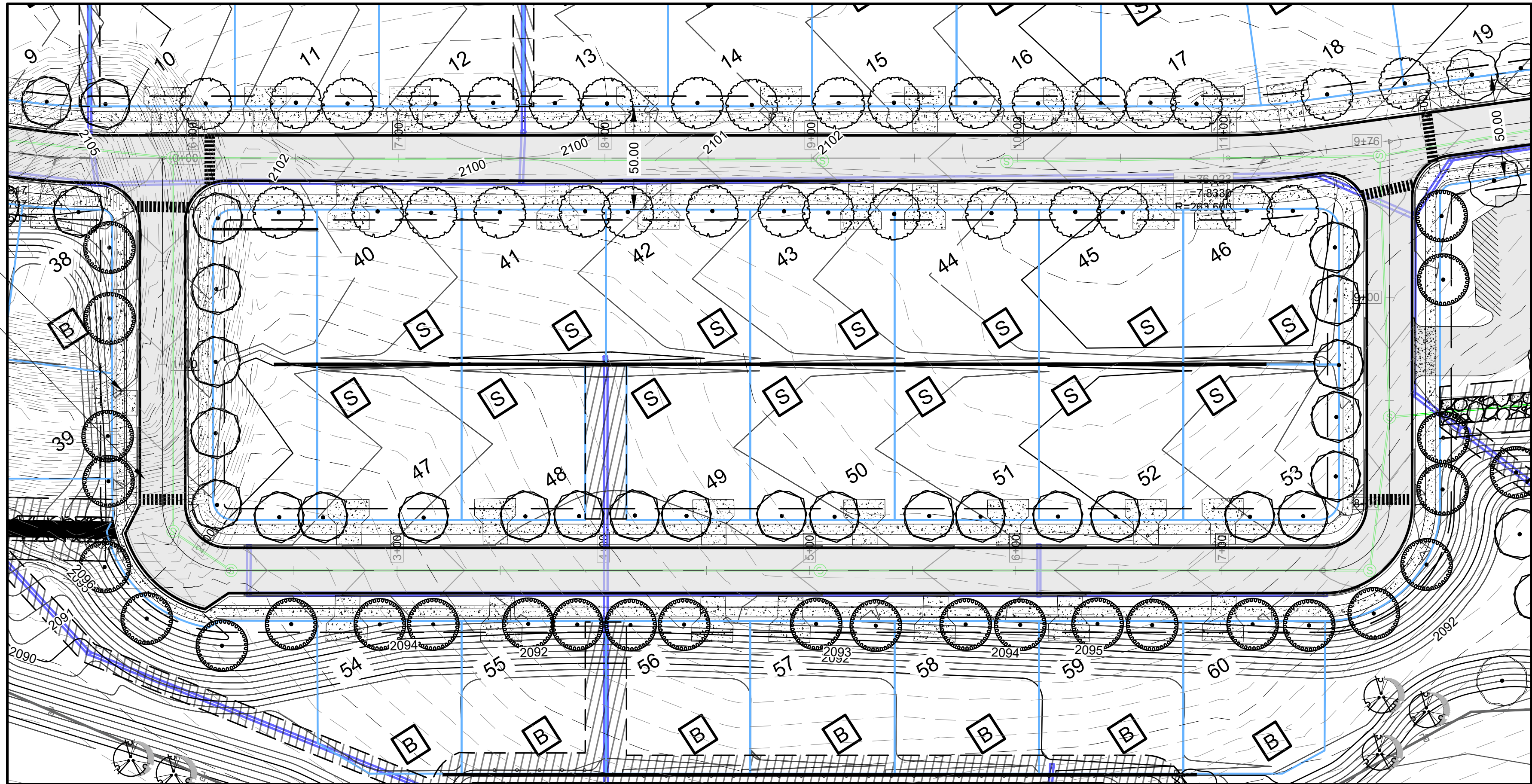
WILMONT ESTATES
TRACY GROVE ROAD
HENDERSONVILLE, NC 27831

PROJECT NO: 0254001
DATE: 11/25/2024
SHEET NO: AS SHOWN
DRAWING TITLE: ROAD PROFILE C 0+00 - 10+00

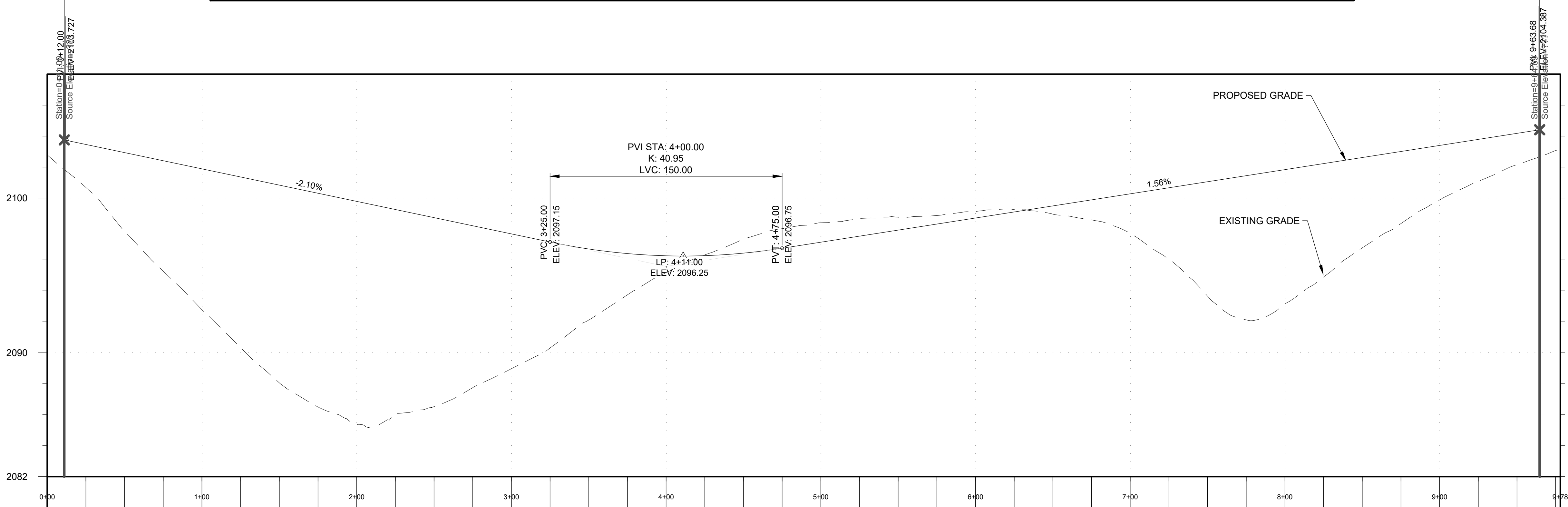
C-225



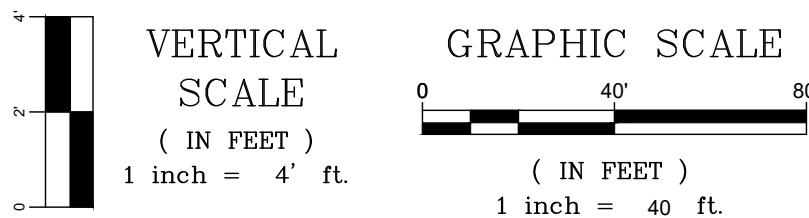
- SITE PLAN LEGEND**
- PROPOSED LOT LINE
 - PROPOSED SETBACK
 - PROPOSED STREET CENTERLINE
 - PROPOSED FENCE
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - STORMWATER ACCESS EASEMENT
 - SANITARY SEWER EASEMENT



APPROXIMATE DRIVEWAY LOCATIONS, SEE COH DRIVEWAY DETAIL ON C-250 DETAIL 1
SEE SHEET C-250 DETAIL 6 FOR ROAD SECTION DETAILS



BLOCK STREET



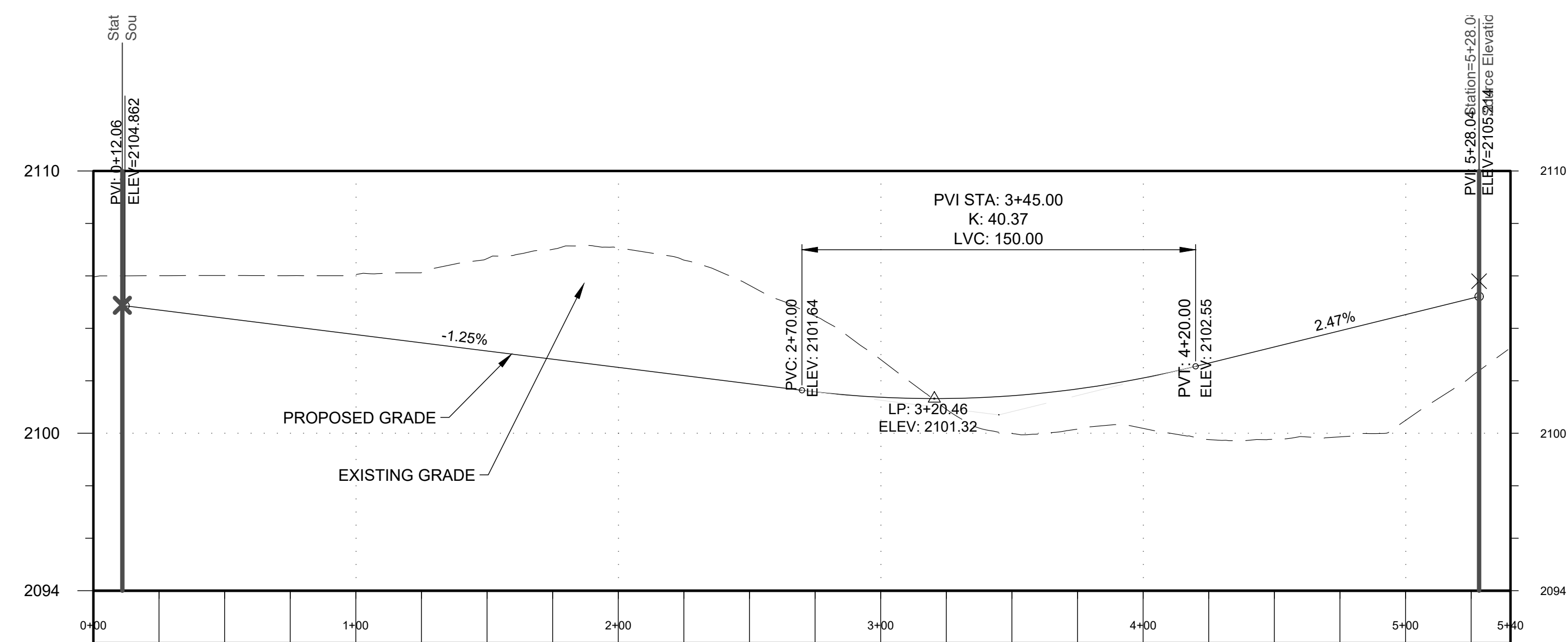
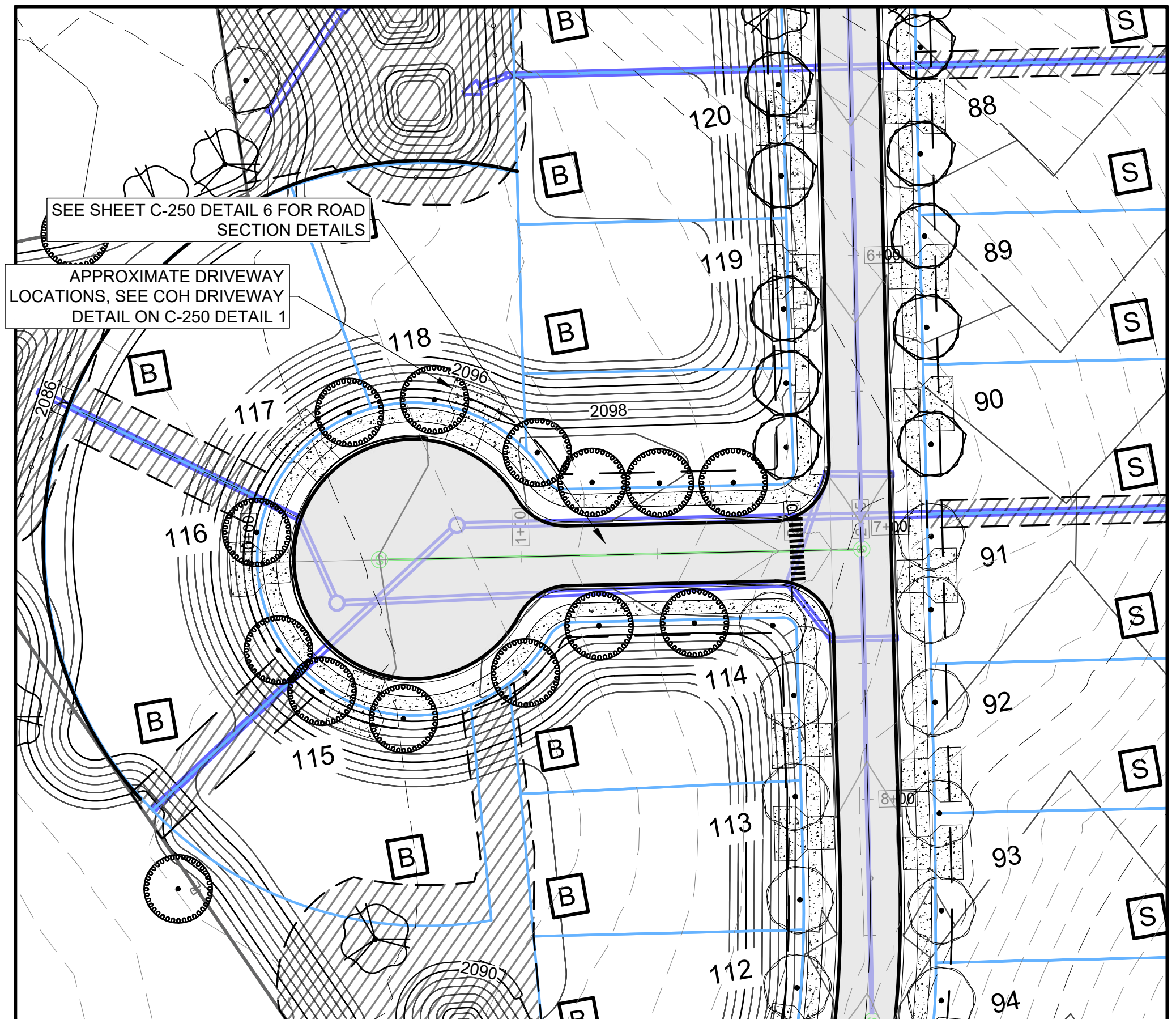
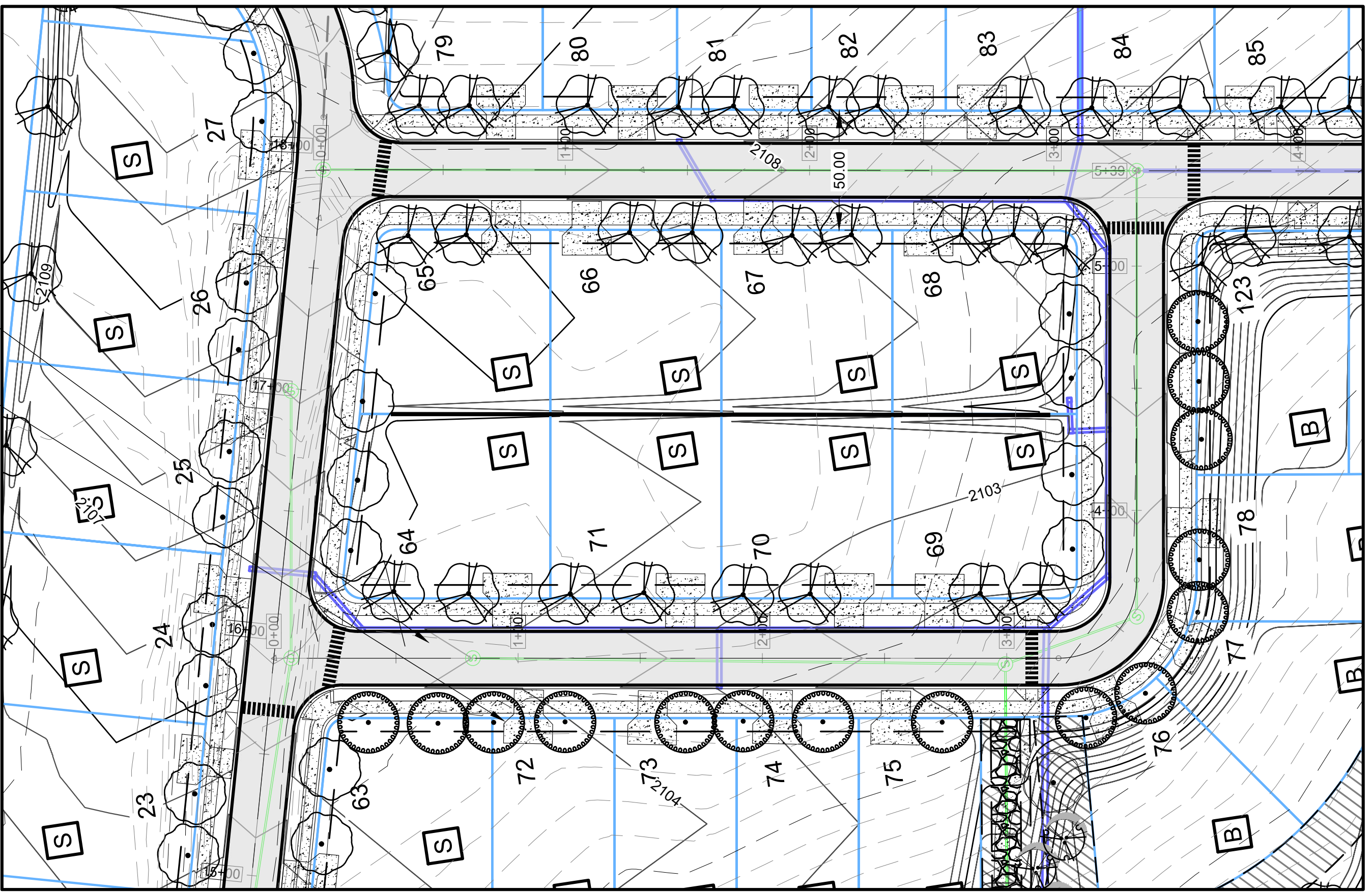
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SHEET NO:			
WILMONT ESTATES TRACY GROVE ROAD HENDERSONVILLE, NC 27831			PRELIMINARY - NOT FOR CONSTRUCTION
THREE NOTCH GROUP 4301 Taggart Creek Road Charlotte, NC 28208 (704) 394-6913			
CERTIFICATE OF AUTHORIZATION: THREE NOTCH GROUP, LLC NORTH CAROLINA NO. C-4973			PROFESSIONAL SEAL: NORTH CAROLINA Professional Engineer JOHN M. HAER 07/24/2025
NO. 5 REVISION/SUBMISSION ADDRESS CLIENT COMMENTS			
DATE: 07/24/2025			Section 5, Item B.

SITE PLAN LEGEND

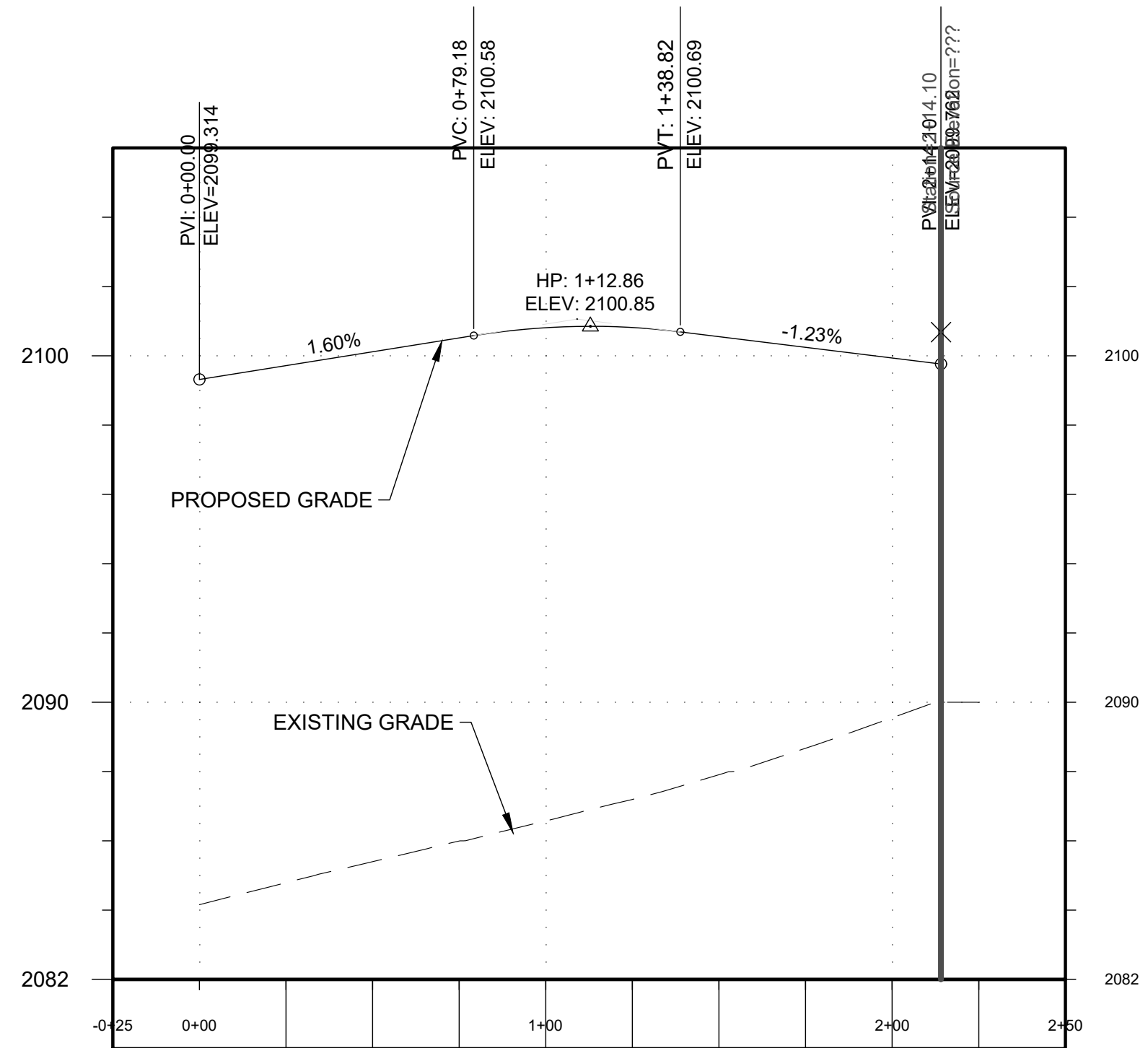
- PROPOSED LOT LINE
- PROPOSED SETBACK
- PROPOSED STREET CENTERLINE
- PROPOSED FENCE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- STORMWATER ACCESS EASEMENT
- SANITARY SEWER EASEMENT

APPROXIMATE DRIVEWAY LOCATIONS, SEE COH DRIVEWAY DETAIL ON C-250 DETAIL 1

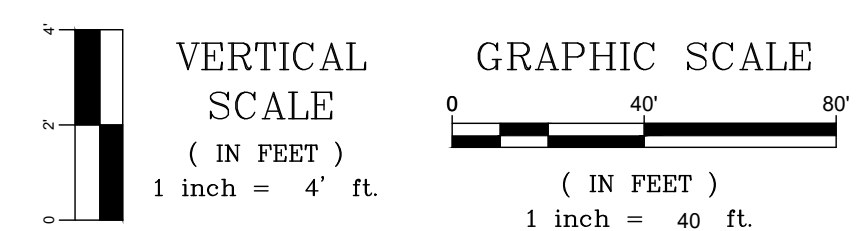
SEE SHEET C-250 DETAIL 6 FOR ROAD SECTION DETAILS

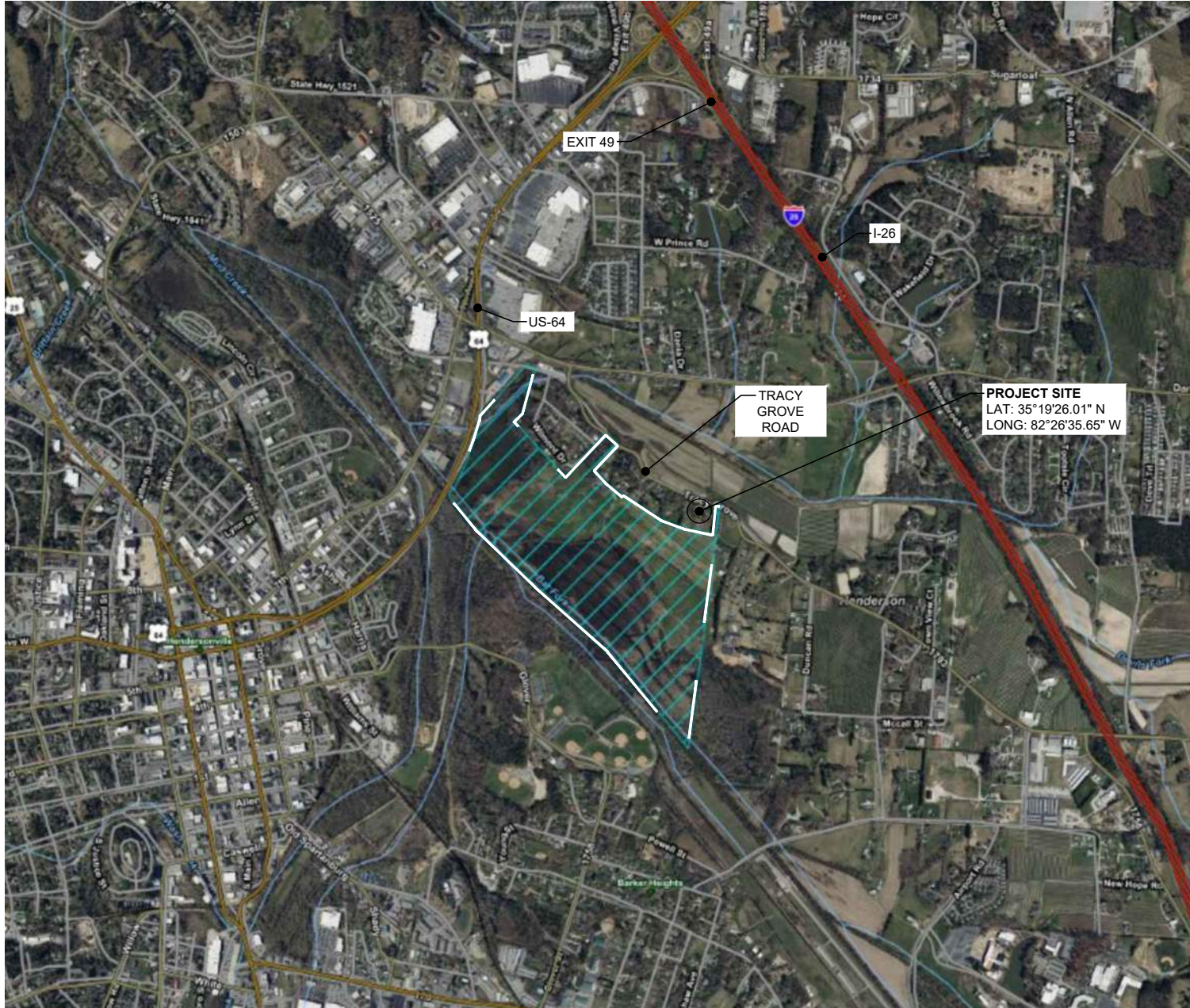


BRIDGE STREET



TONI LANE





VICINITY MAP
1" = 1 MILE

WILMONT ESTATES



NCDOT ENCROACHMENT PLANS (Issue For Bid)

11/25/2024

INDEX TO SHEETS	
Sheet Number	Sheet Title
COVER	COVER SHEET - ENCROACHMENT SET
CE-100	CONSTRUCTION EASMENT EXHIBIT
CE-101	NC ENCROACHMENT ROAD WIDENING SITE PLAN
CE-102	NCDOT ENCROACHMENT PLAN & PROFILE
CE-103	PLAN & PROFILE - ROADWAY
CE-104	STRIPING PLAN
CE-105	SITE DISTANCE PLAN & PROFILE
CE-106	CROSS SECTION 1
CE-107	CROSS SECTION 2
CE-108	STRIPING DETAILS 1
CE-109	STRIPING DETAILS 2

PROJECT DESIGN TEAM



THREE NOTCH GROUP PROJECT NUMBER: R524001
4301 TAGGART CREEK ROAD
CHARLOTTE, NC 28208
(704) 394-6913



SITework STUDIOS
82 PATTON AVENUE, SUITE 700
ASHEVILLE, NC 28801
(828) 225-4945



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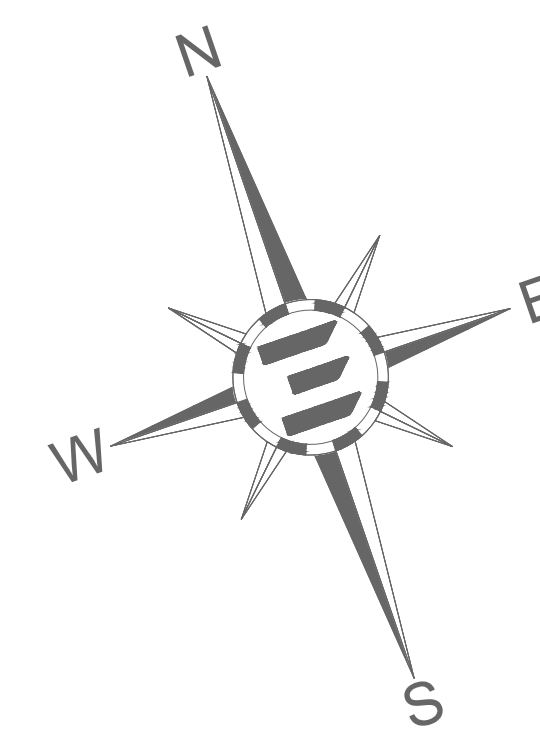
CREEKSTONE HOLDINGS HENDERSONSVILLE, LLC
4545 POST OAK PLACE, SUITE 150
HOUSTON, TEXAS 77027
CONTACT: STEPHEN D. KELLER
EMAIL: SDKELLER@CREEKSTONECOMPANIES.COM
(O) 713-621-5300
(M) 832-256-1871

HENDERSONVILLE, NC
LATITUDE: 35°19'26.01"N
LONGITUDE: 82°26'35.65"W





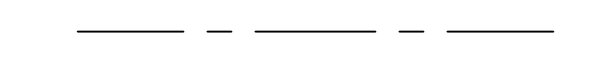
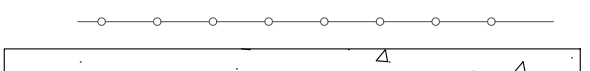
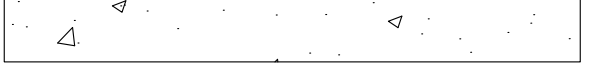
PROJECT ENGINEER: TOBY M. HARRIS, PE
STREET ADDRESS: 4301 TAGGART CREEK ROAD
CITY, STATE, ZIP: CHARLOTTE, NC 28208
PHONE: (704) 394-6913
E-MAIL: TOBY.HARRIS@3NOTCH.COM

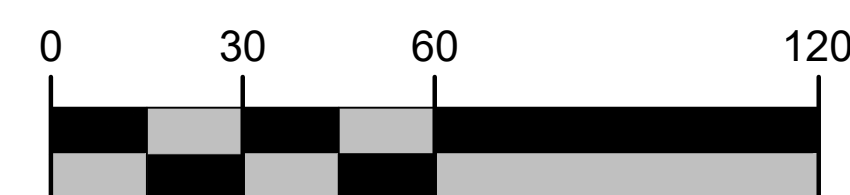


07/24/2025

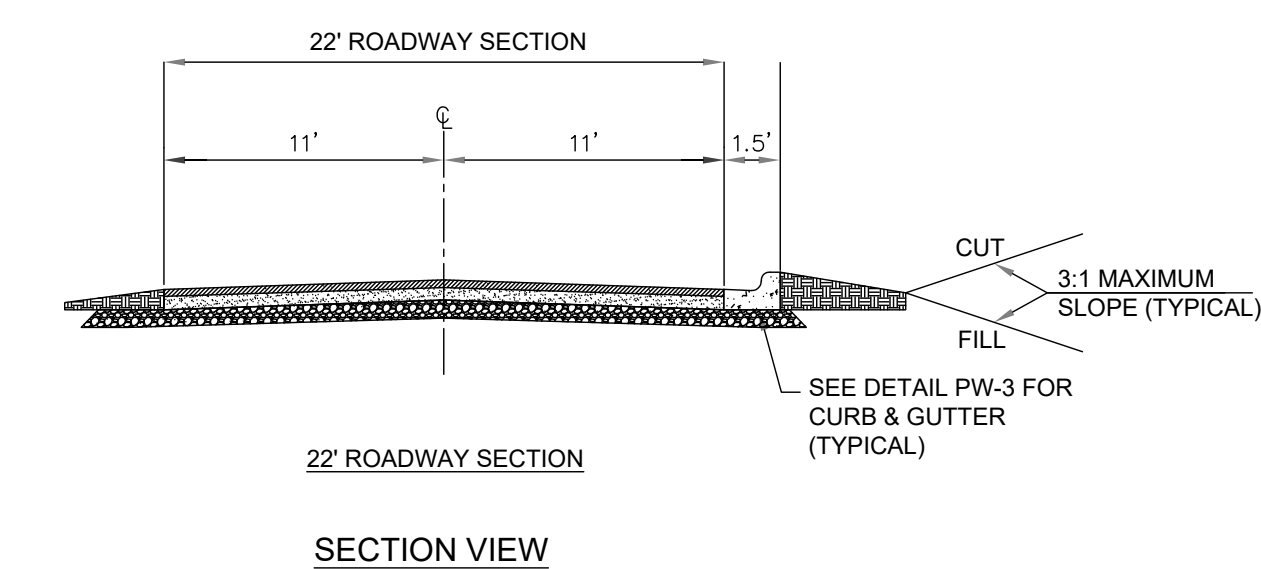


SITE PLAN LEGEND

- | | |
|---|----------------------------|
|  | PROPOSED LOT LINE |
|  | PROPOSED SETBACK |
|  | PROPOSED STREET CENTERLINE |
|  | PROPOSED FENCE |
|  | PROPOSED CONCRETE |
|  | STORMWATER ACCESS EASEMENT |
|  | SANITARY SEWER EASEMENT |



(IN FEET)
1"=60'



SECTION VIEW

MINIMUM PAVEMENT SCHEDULE

2" S9.5 C AT RATE OF 224 LBS/SY
3" B25.0 C AT RATE OF 342 LBS/SY
6" A.B.C.

NOTES:

1. NORMAL CROWN OF 0.02' PER FOOT UNLESS OTHERWISE REQUIRED TO HAVE SUPERELEVATION
2. PAVEMENT DESIGN SHALL BE REQUIRED AND APPROVED BY **HCDDOT** (FOR NCDOT ROADS) AND/OR CITY OF HENDERSONVILLE PRIOR TO PLACEMENT OF ANY BASE MATERIAL.
3. PAVEMENT DESIGN SHALL BE AS SHOWN OR AS DESIGNED BY GEOTECHNICAL ENGINEER, WHICHEVER IS GREATER.
4. TACK COAT SHALL BE APPLIED BENEATH EACH LAYER OF ASPHALT MIX TO BE PLACED AT A RATE OF 0.04 GAL/SY
5. GRASS UTILITY STRIP REQUIRED UNLESS APPROVED BY PUBLIC WORKS DIRECTOR.
6. FINAL SURFACE COURSE TO BE APPLIED UNDER CITY OF HENDERSONVILLE APPROVAL.

SCALE: NOT TO SCALE

ENTRANCE DRIVE
STREET SECTION

ALLEN B. JR & INA PHAY JOHNS.
D.B. 1598 PG. 438
R-15 MDR
ETJ

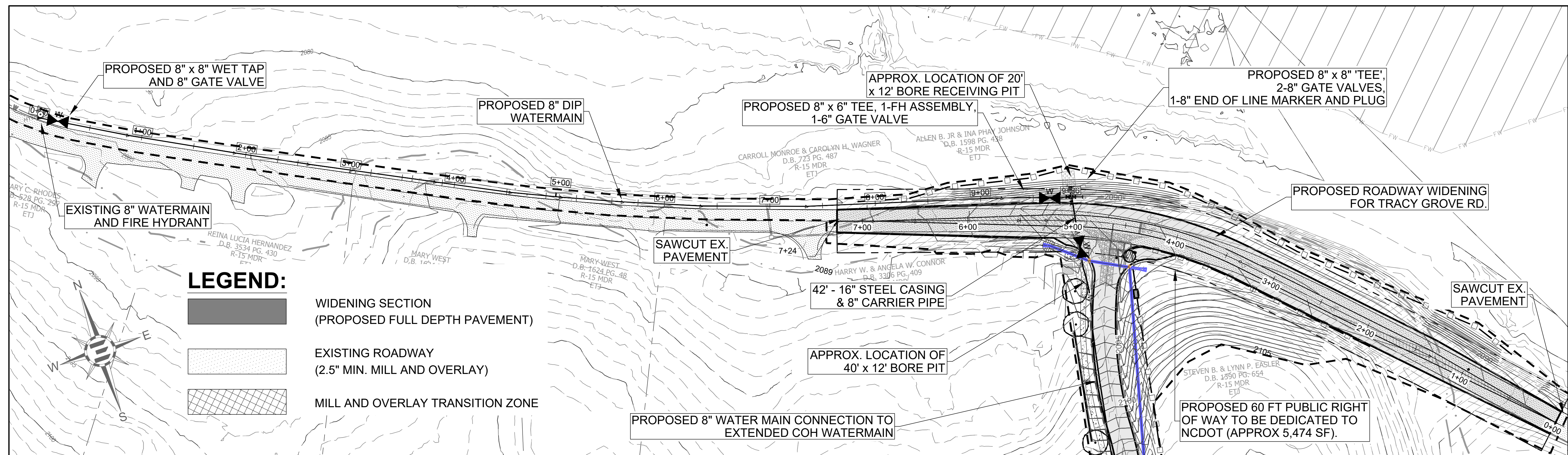
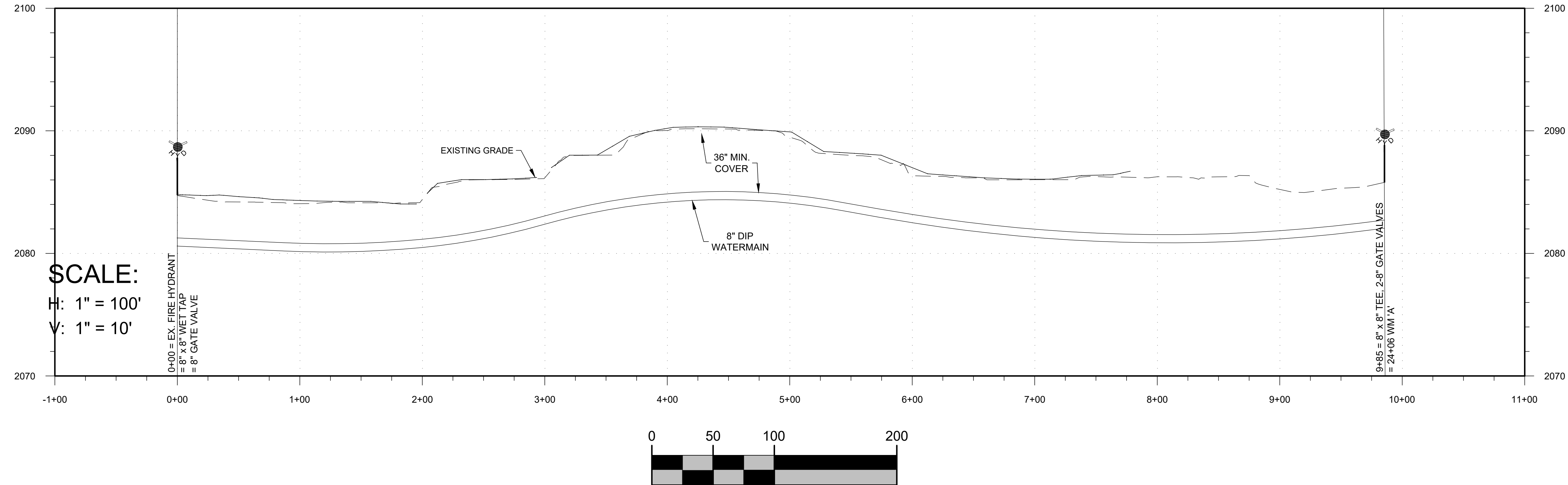
ONROE & CAROLYN H. WAGNER
D.B. 723 PG. 487
R-15 MDR
ETJ


HARRY W. & ANGELA W. CONNOR
D.B. 3306 PG. 409
R-15 MDR
ETJ

STEVEN B. & LYNN P. EASLER
D.B. 1390 PG. 654
R-15 MDR
ETJ


HARRY W. & ANGELA W. CONNOR
D.B. 3306 PG. 409
R-15 MDR
ETJ

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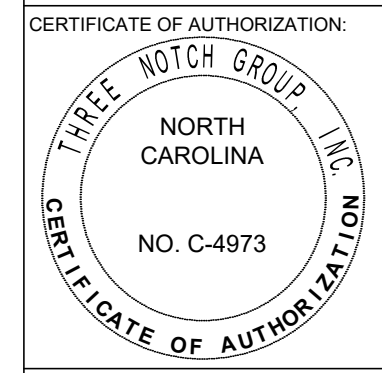


<div> <div> <div>PROJECT NO./ R524001</div> <div>DATE: 11/25/2024</div> <div>SHEET NO.:</div> </div> <div> <div>CE-102</div> <div>AS SHOWN</div> </div> </div>		<div> <div>WILMONT ESTATES</div> <div>TRACY GROVE ROAD</div> <div>HENDERSONVILLE, NC 27831</div> </div>	<div>  <div>THREE NOTCH GROUP</div> </div>	<div> <div>4301 Taggart Creek Road</div> <div>Charlotte, NC 28208</div> <div>(704) 394-6913</div> </div>	<div> <div> <div> <div>NO. C-4973</div> <div> <div>THREE NOTCH GROUP, INC.</div> <div>CERTIFICATE OF AUTHORIZATION</div> </div> </div> <div> <div>NORTH CAROLINA</div> <div> <div>TOBBY M. HARRIS</div> <div>SEAL 00000000000000000000</div> </div> </div> </div> </div> <div> <div>CERTIFICATE OF AUTHORIZATION:</div> <div>07/24/2025</div> </div>	<div> <div>NO. REVISION/SUBMISSION</div> <div>DATE:</div> </div>	<div> <div>Section 5, Item B.</div> <div>CDOT ENCROACHMENT PLAN & PROFILE</div> </div>	<div> <div>PRELIMINARY - NOT FOR CONSTRUCTION</div> </div>
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PROFESSIONAL SEAL:



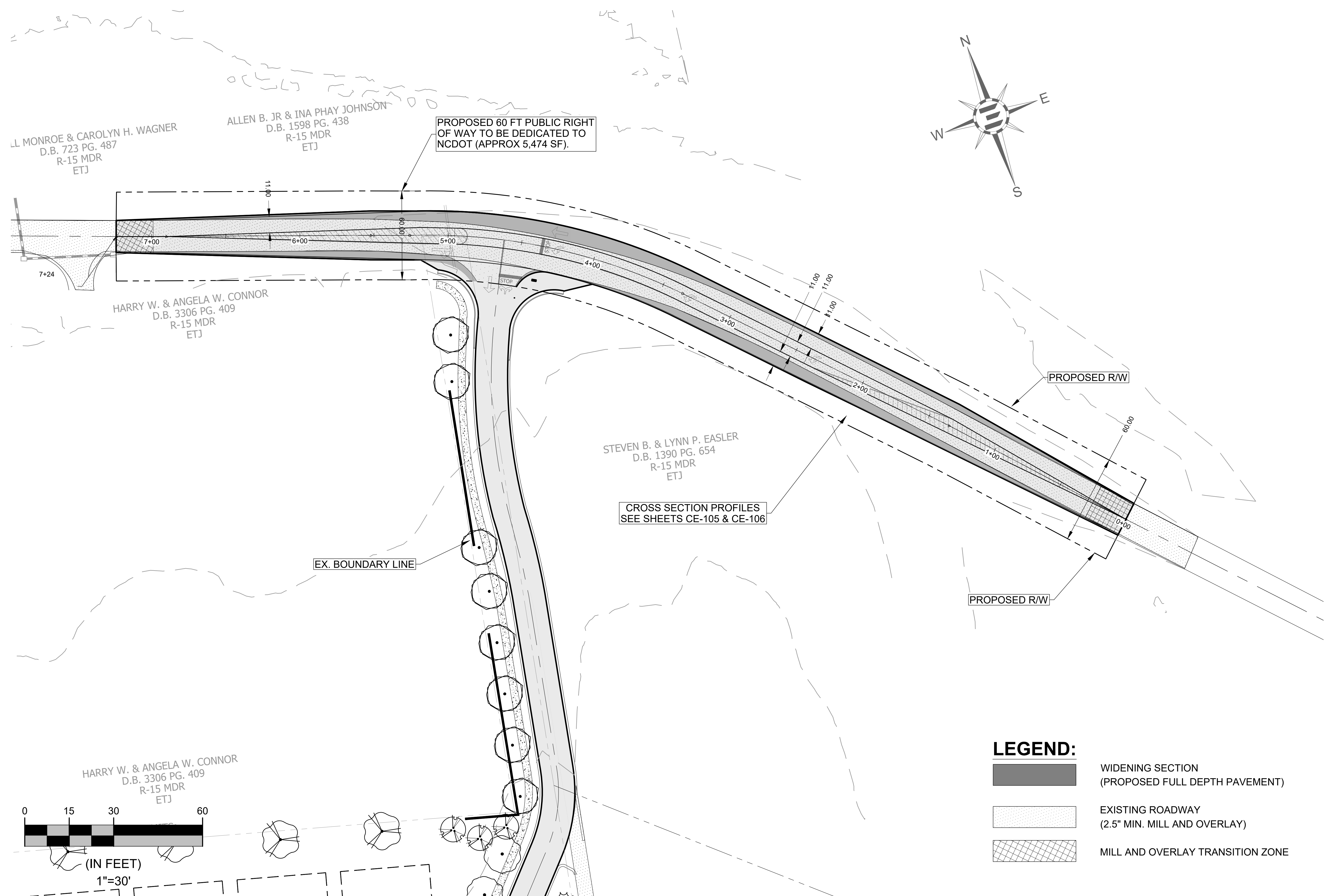
07/24/2025



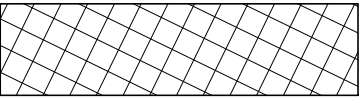
THREE NOTCH GROUP

PRELIMINARY - NOT FOR CONSTRUCTION

CE-103

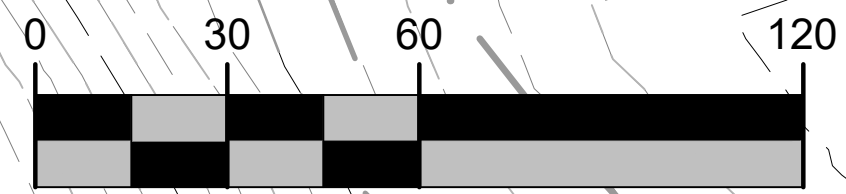


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MILL AND OVERLAY TRANSITION ZONE

CE-10

[illegible]

CERTIFICATE OF AUTHORIZATION:

THREE NOTCH GROUP, INC.

NORTH CAROLINA

NO. C-4973

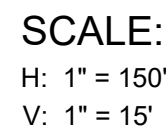
CERTIFICATE OF AUTHORIZATION

**THREE NOTCH
GROUP**

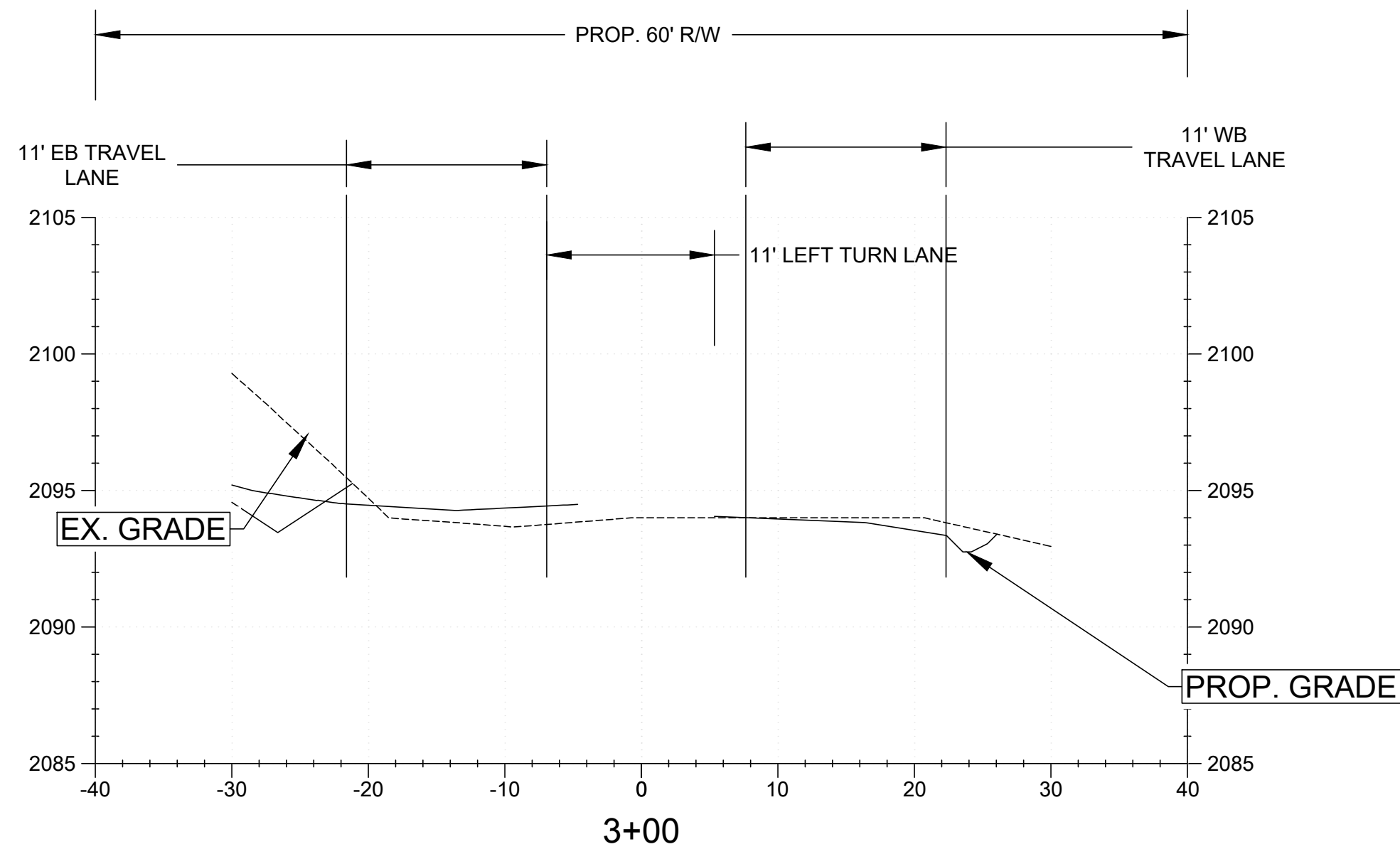
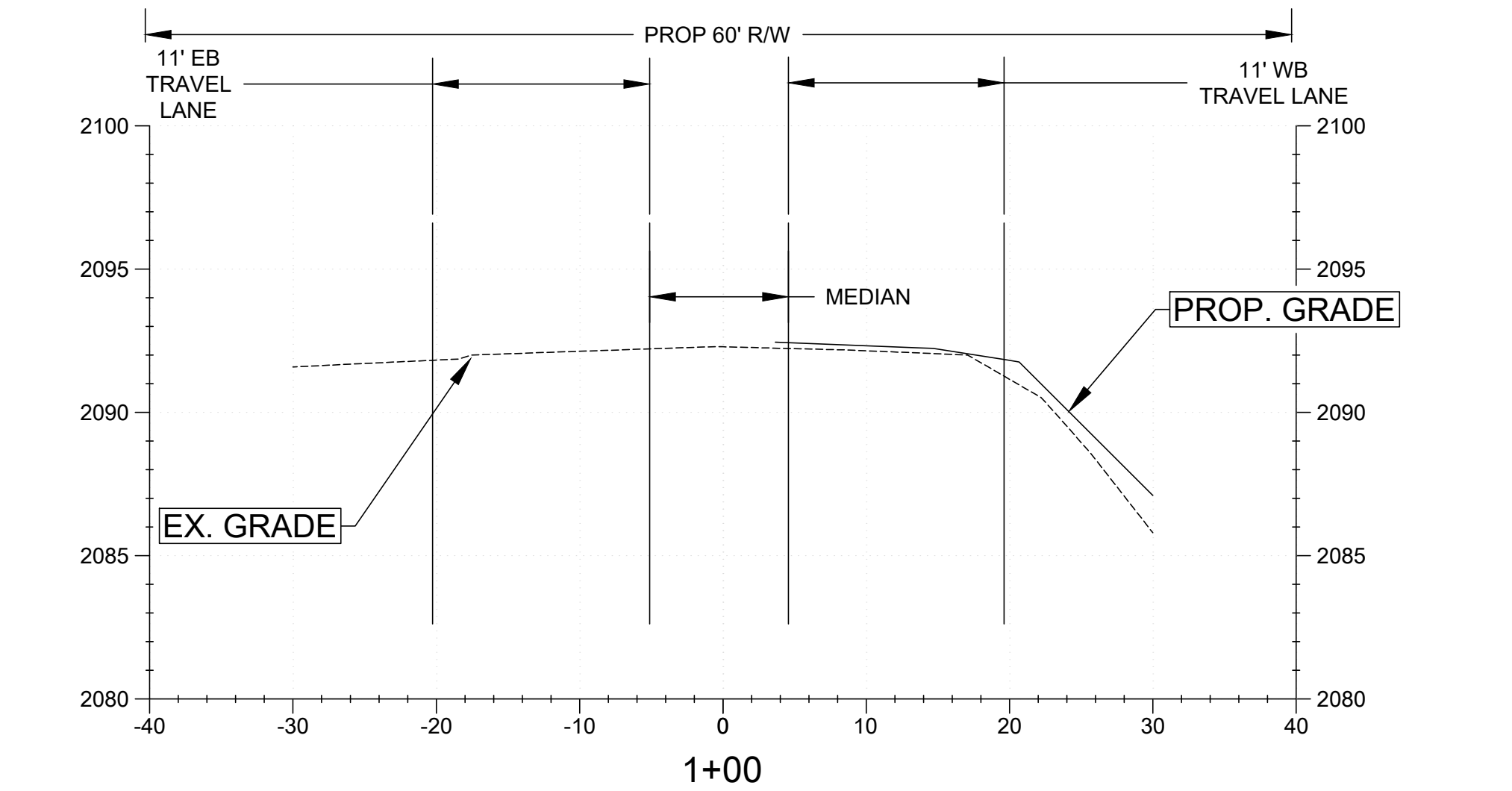
PRELIMINARY - NOT FOR CONSTRUCTION

SITE DISTANCE PLAN & PROFILE

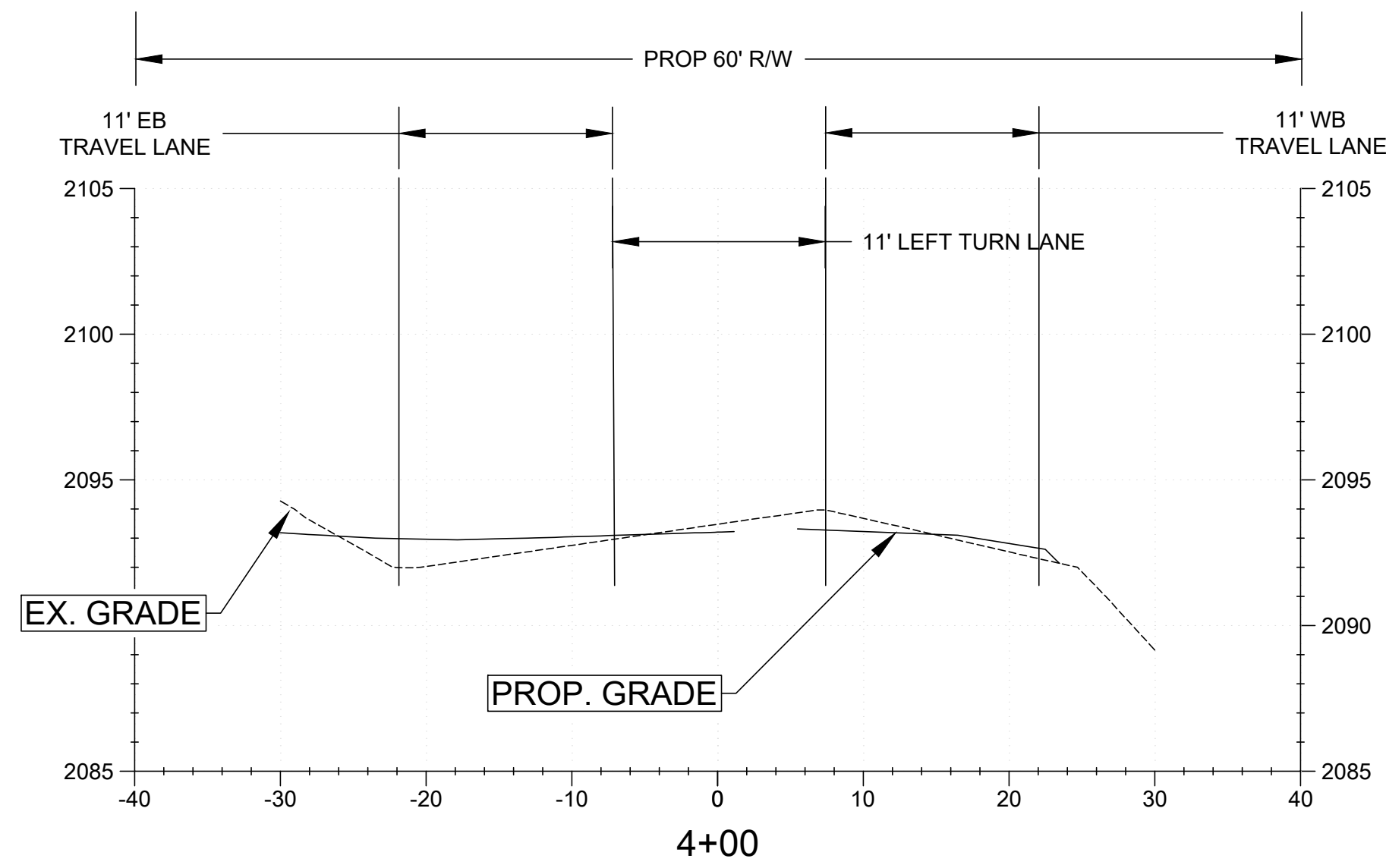
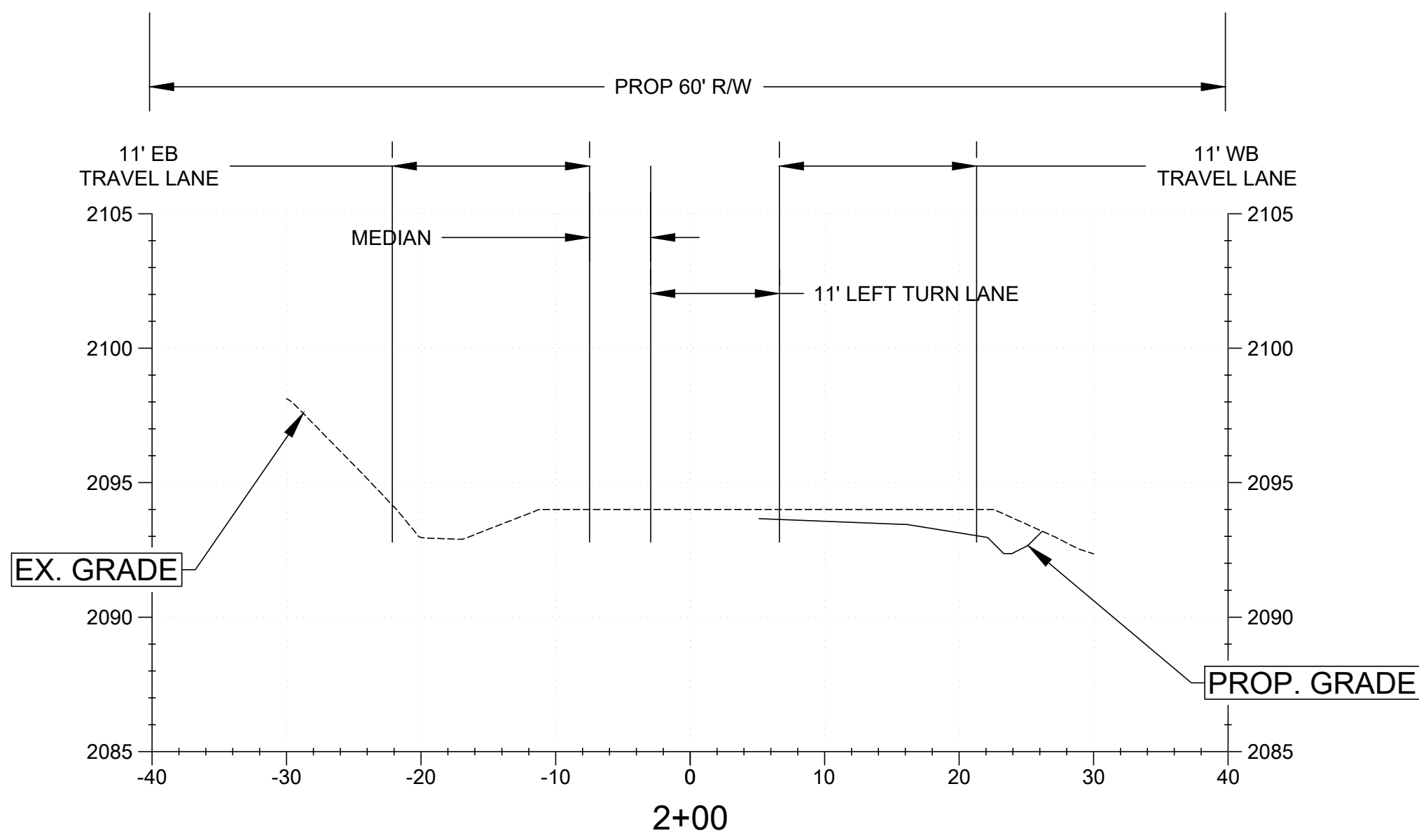
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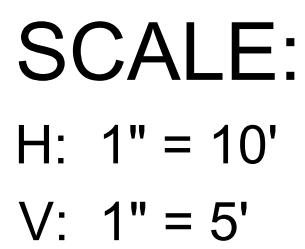
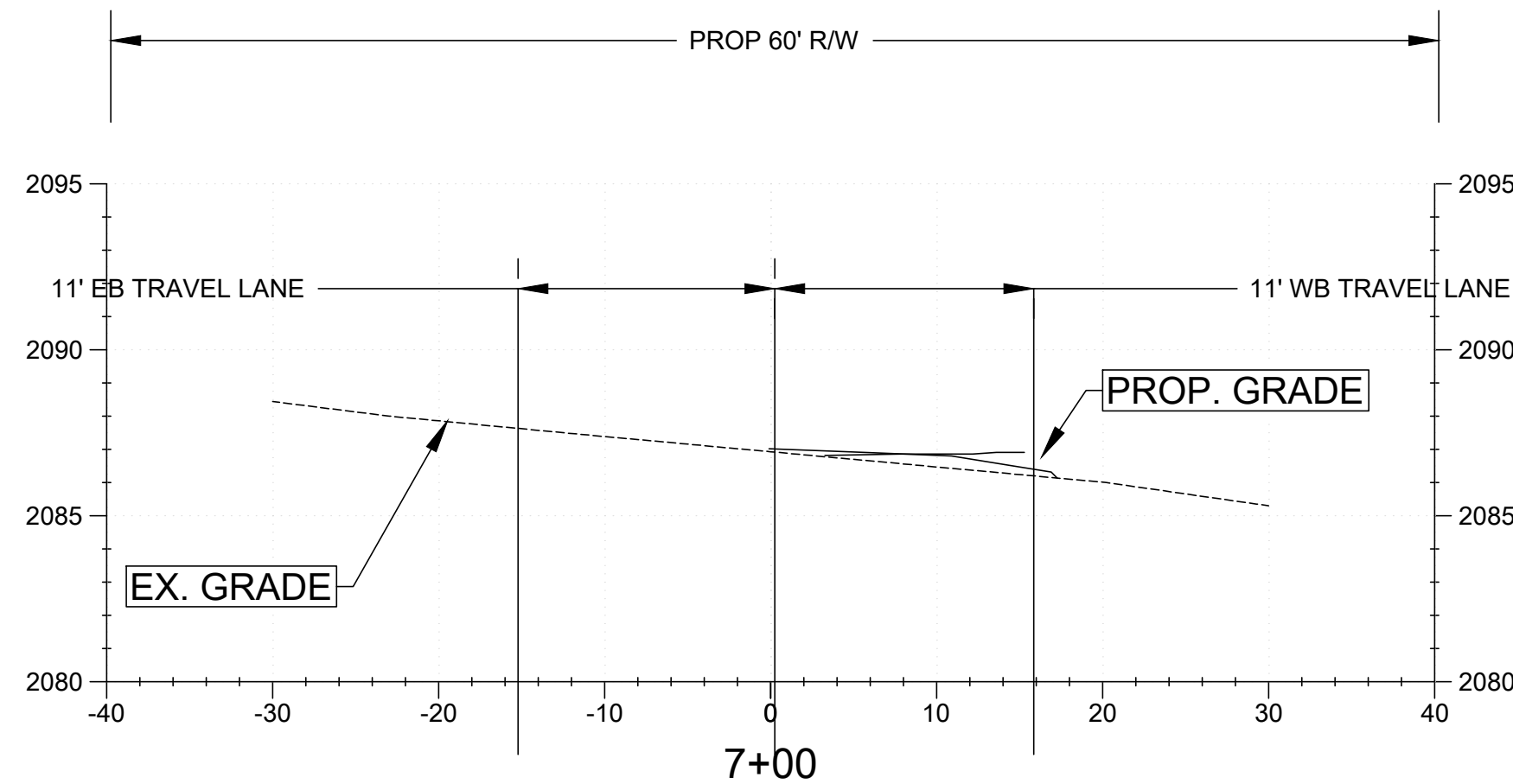
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SCALE:
H: 1" = 10'
V: 1" = 5'

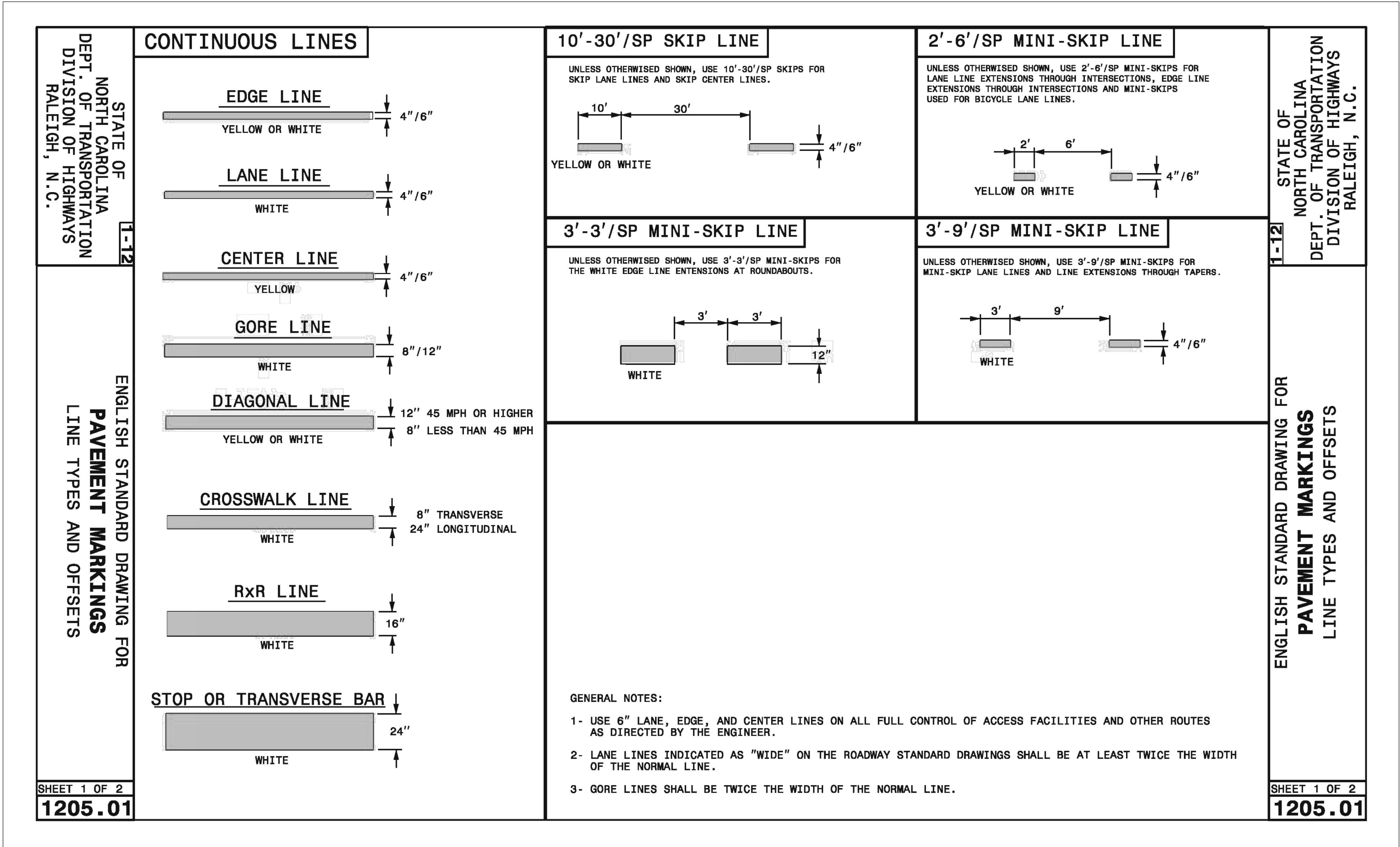


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WILMONT ESTATES		TRACY GROVE ROAD		HENDERSONVILLE, NC 27831		CROSS SECTION 1	
THREE NOTCH GROUP		PRELIMINARY - NOT FOR CONSTRUCTION		4301 Taggart Creek Road Charlotte, NC 28208 (704) 394-6913		PROFESSIONAL SEAL: NORTH CAROLINA SEAL 03995 JOHN M. HAER 07/24/2025 CERTIFICATE OF AUTHORIZATION: THREE NOTCH GROUP, LLC NORTH CAROLINA NO. C-4973 GEOLOGICAL ENGINEER	
NO.		REVISION/SUBMISSION		DATE:		Section 5, Item B.	



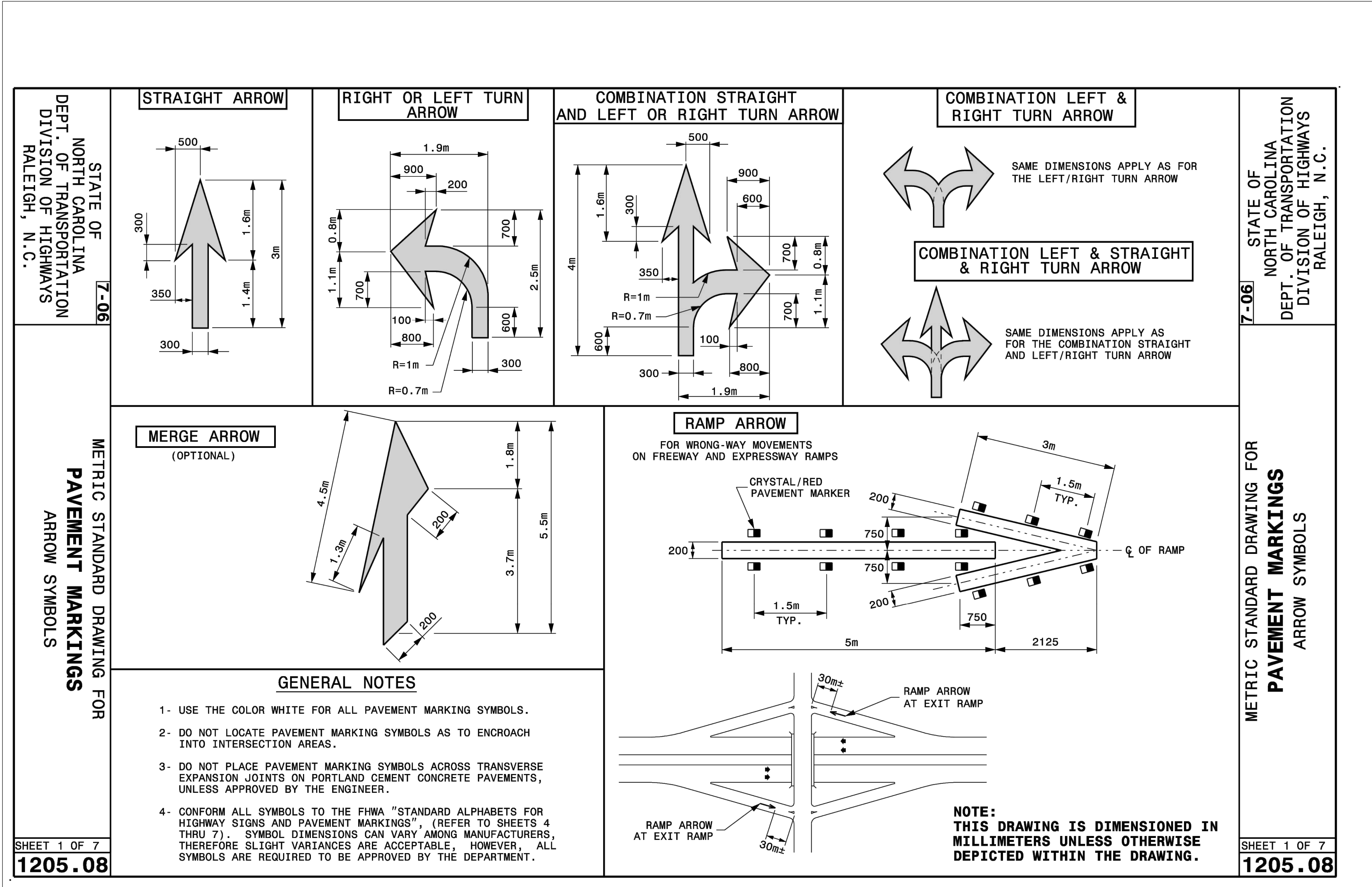
\\Y:\Shared\2. ENGINEERING\4001\5. DESIGN\Project Files\3. CMLDNG\Sheet\CE-101 CONSTRUCTION EASMENT EXHIBIT.dwg, 7/28/2025 6:30 PM, Toby Harris

Y:\pavmkt_Eng\2025\001014_DESIGN\pavmkt_Eng\CONSTRUCT\CONSTRUCTION DETAIL.dwg, 7/28/2025 9:30 AM, T3d, View



PROJECT NO: PES20001	DATE: 11/25/2024	SCALE: AS SHOWN	DRAWING TITLE: CE-108	WILMONT ESTATES TRACY GROVE ROAD HENDERSONVILLE, NC 27831	THREE NOTCH GROUP PRELIMINARY - NOT FOR CONSTRUCTION	4301 Taggart Creek Road Charlotte, NC 28208 (704) 394-6913	CERTIFICATE OF AUTHORIZATION: NORTH CAROLINA NO. C-4973	PROFESSIONAL SEAL: NORTH CAROLINA SEAL J. B. N. M. HARRIS 07/24/2025	NO.	REVISION/SUBMISSION	DATE:	Section 5, Item B.

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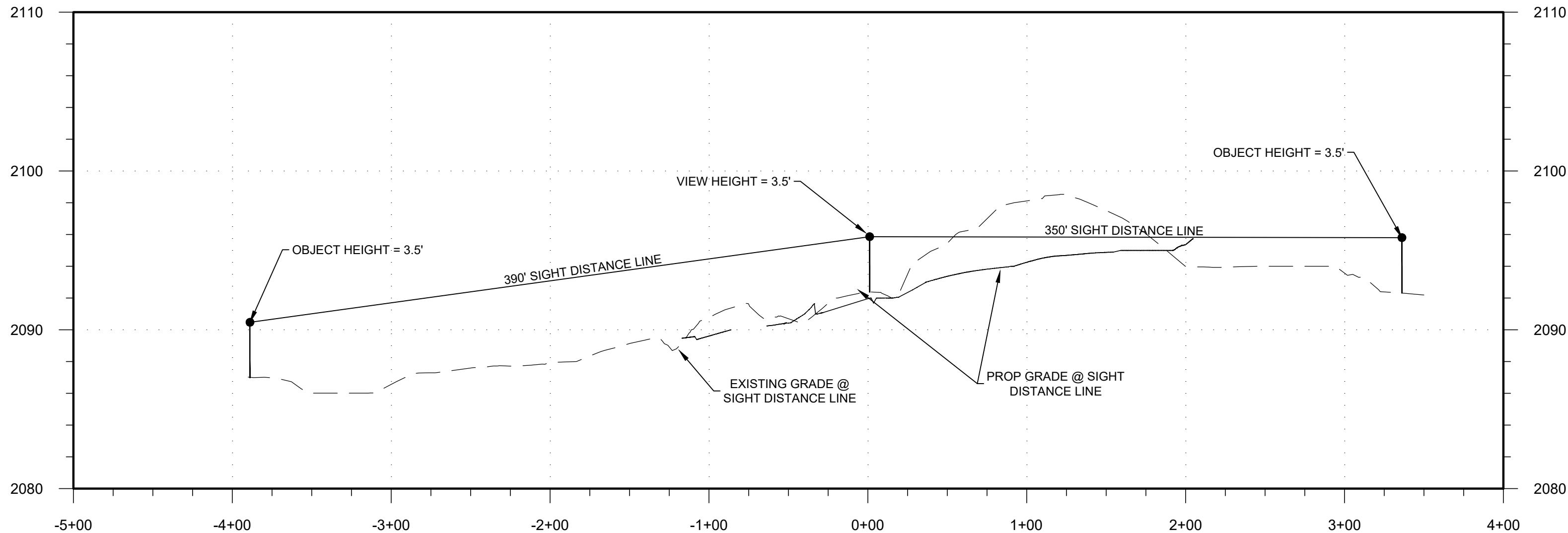
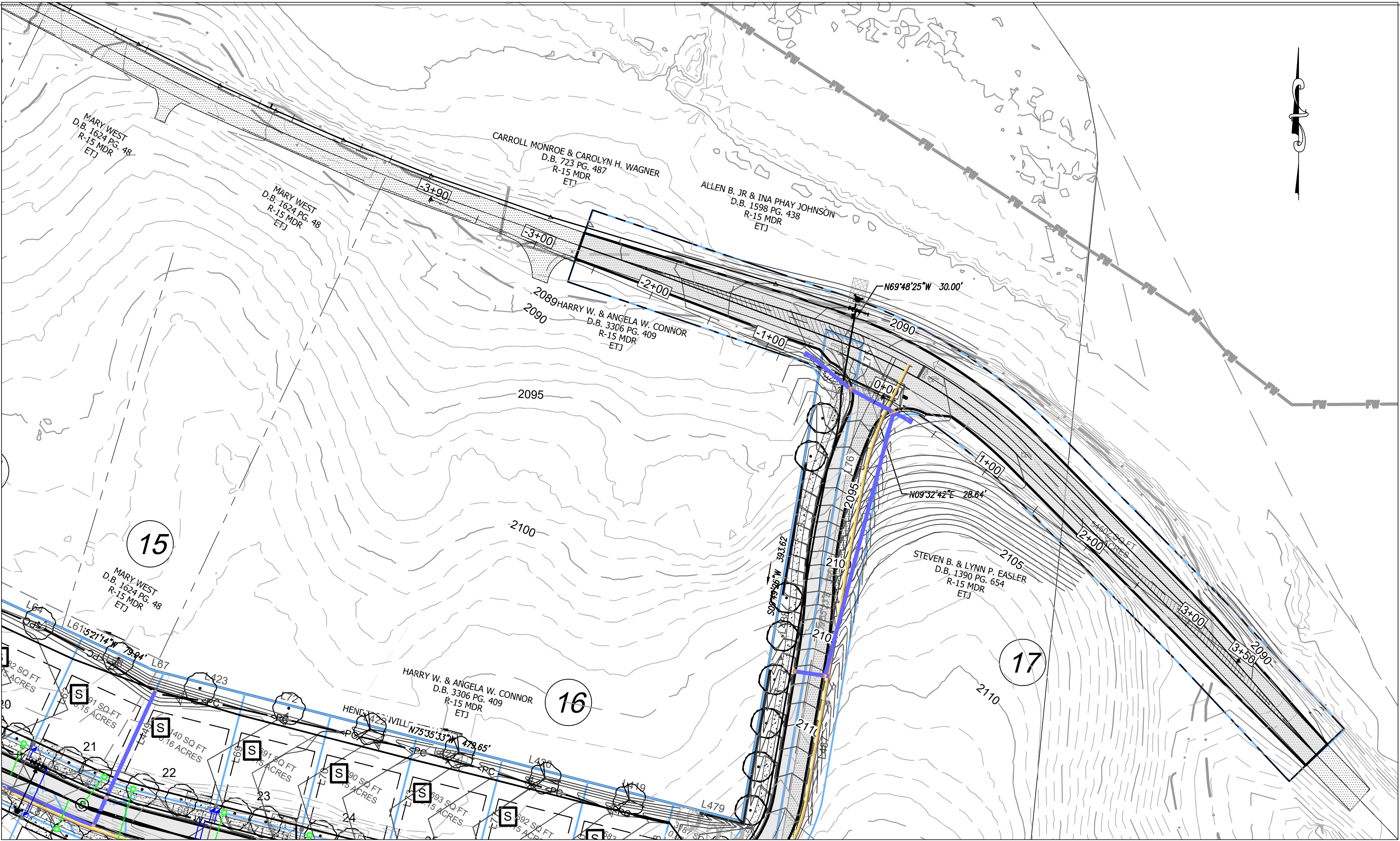
SHEET 1 OF 7
1205.08

SHEET 1 OF 7
1205.08

PROJECT NO. F524001 DATE 11/22/2024 SCALE AS SHOWN	DRAWING TITLE CE-109	STRIPING DETAILS 2	WILMONT ESTATES TRACY GROVE ROAD HENDERSONVILLE, NC 27831	THREE NOTCH GROUP	PRELIMINARY - NOT FOR CONSTRUCTION	4301 Taggart Creek Road Charlotte, NC 28208 (704) 394-6913	CERTIFICATE OF AUTHORIZATION NORTH CAROLINA NO. C-4973	PROFESSIONAL SEAL NORTH CAROLINA PROFESSIONAL SEAL JOHN M. HARRIS	NO. REVISION/SUBMISSION DATE	Section 5, Item B.

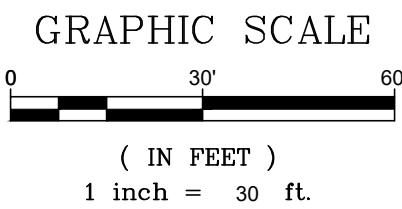
C:\300 SITE DISTANCE.dwg

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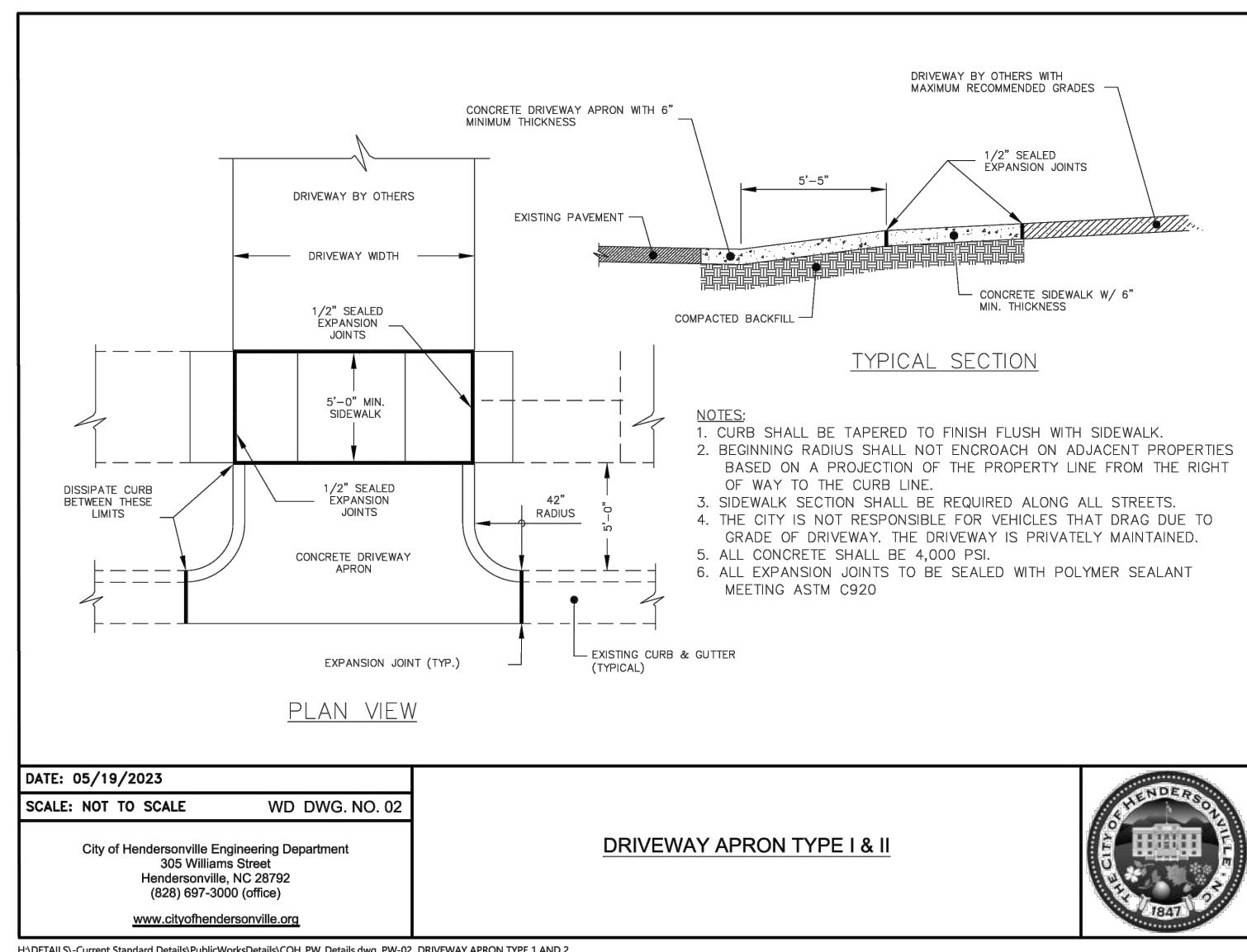


NOTES:

- OWNER IS RESPONSIBLE TO REMOVE EXISTING TREES/OBSTRUCTIONS LOCATED WITHIN SIGHT LINE. PERMISSION FROM ADJACENT PROPERTY OWNER IS REQUIRED PRIOR TO TREE-OBSTRUCTIONS REMOVAL FROM ADJACENT PROPERTY. IF TREES ARE ONLY TRIMMED AND NOT FULLY REMOVED AN EASEMENT WILL BE REQUIRED IN ORDER TO MAINTAIN CLEAR SIGHT DISTANCE.
- ALL FIXED OBJECTS THAT ARE NOT CONSIDERED BREAKAWAY MUST BE REMOVED FROM THE CLEAR RECOVERY ZONE (12' FROM THE EDGE OF FUTURE PAVEMENT).
- SIGHT DISTANCE LINES ESTABLISHED USING NCDOT TABLES 9-7 AND 9-9 AS SPECIFIED IN "DESIGNING FOR SIGHT DISTANCE" LUNCH AND LEARN DOCUMENT.

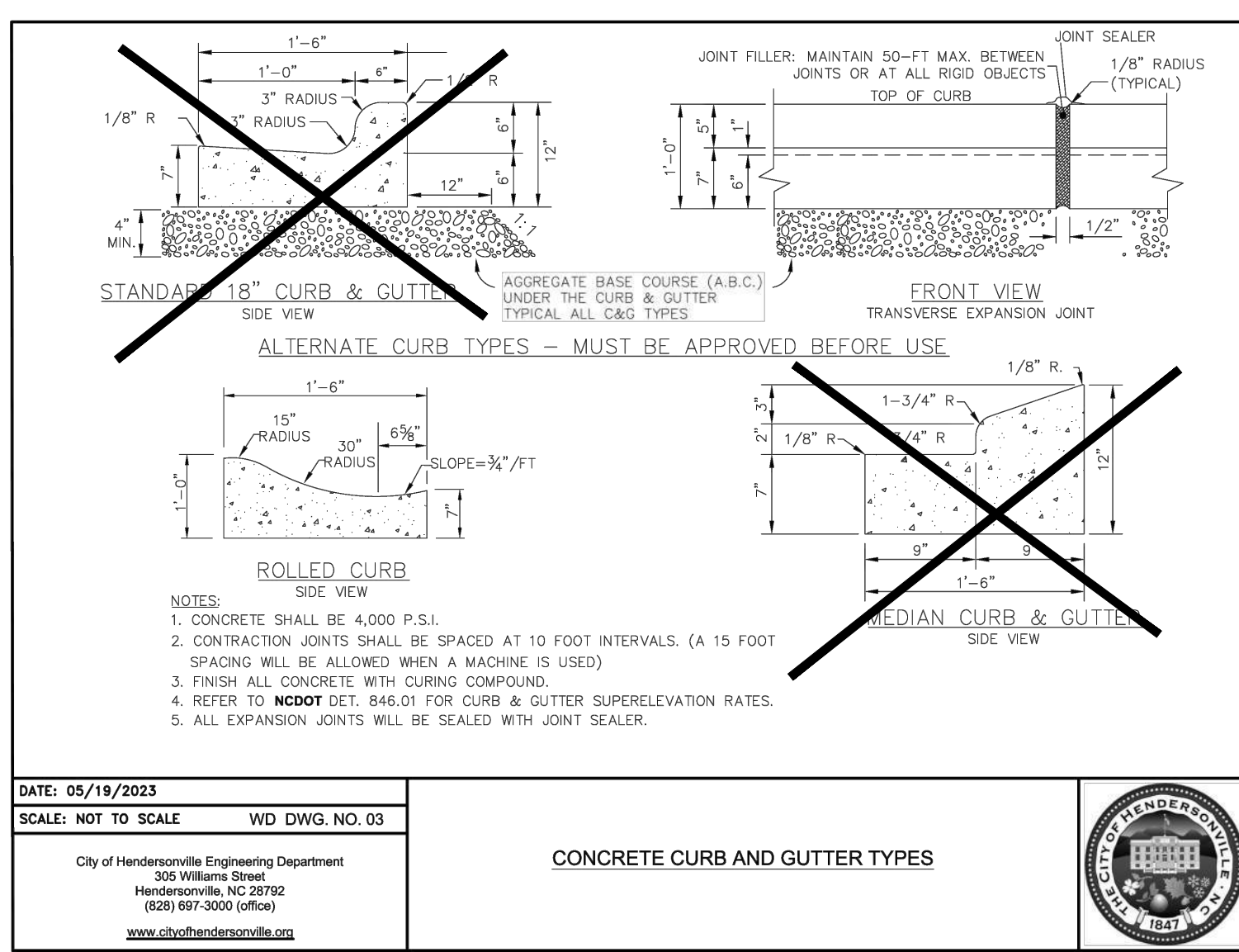


PROJECT NO: R264001		DATE: 11/25/2024		SHEET NO: AS SHOWN		DRAWING TITLE: SIGHT DISTANCE PLAN & PROFILE	
WILMONT ESTATES TRACY GROVE ROAD HENDERSONVILLE, NC 27831		THREE NOTCH GROUP NORTH CAROLINA NO. C-4973		4301 Taggart Creek Road Charlotte, NC 28208 (704) 394-6913		PRELIMINARY - NOT FOR CONSTRUCTION	
NO.		REVISION/SUBMISSION		DATE:		Section 5, Item B.	
PROFESSIONAL SEAL:		NORTH CAROLINA PROFESSIONAL SEAL OPIN M. HARRIS 01/17/2025		CERTIFICATE OF AUTHORIZATION: THREE NOTCH GROUP, LLC NORTH CAROLINA NO. C-4973			



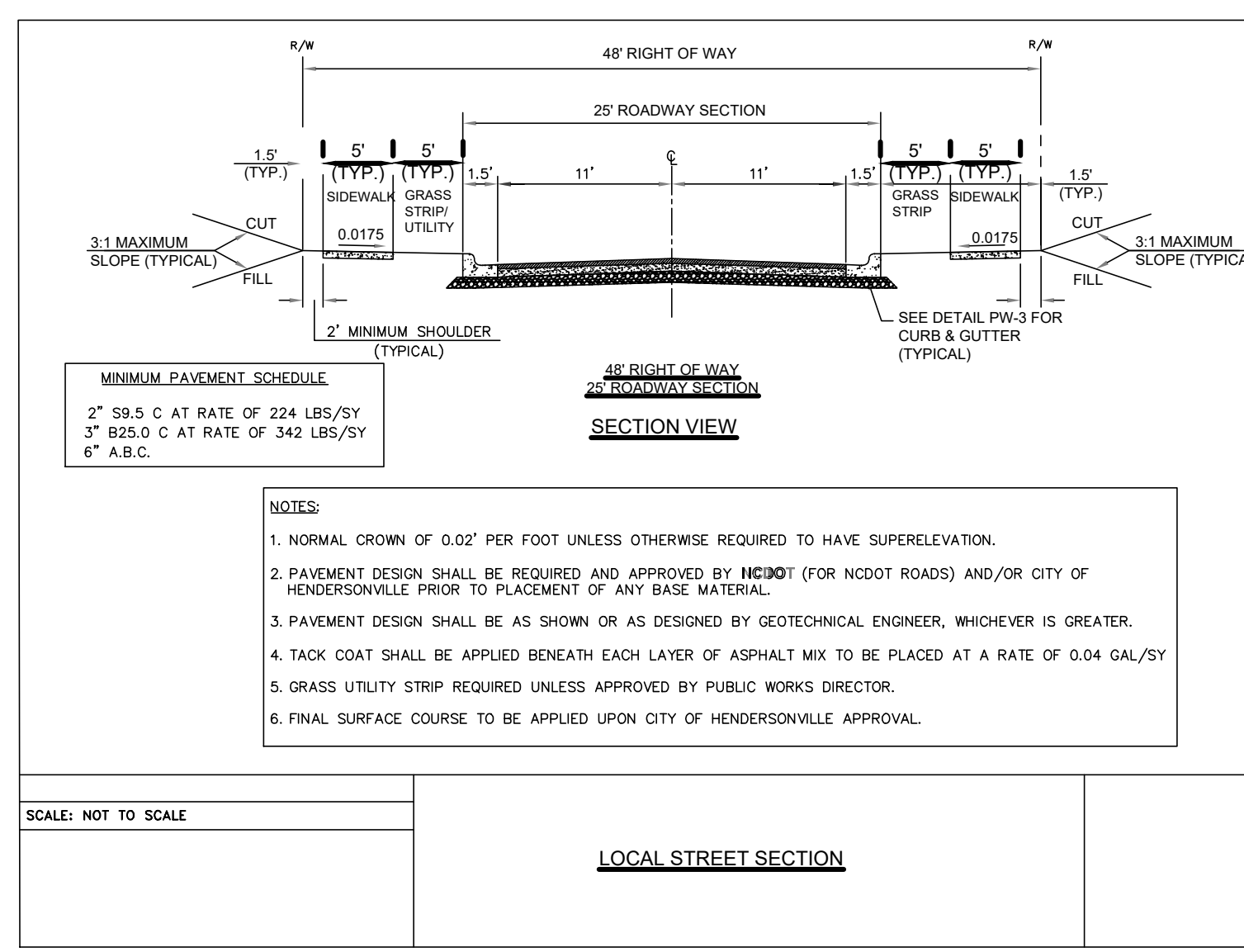
1 TYPE III DRIVEWAY PLAN

NTS



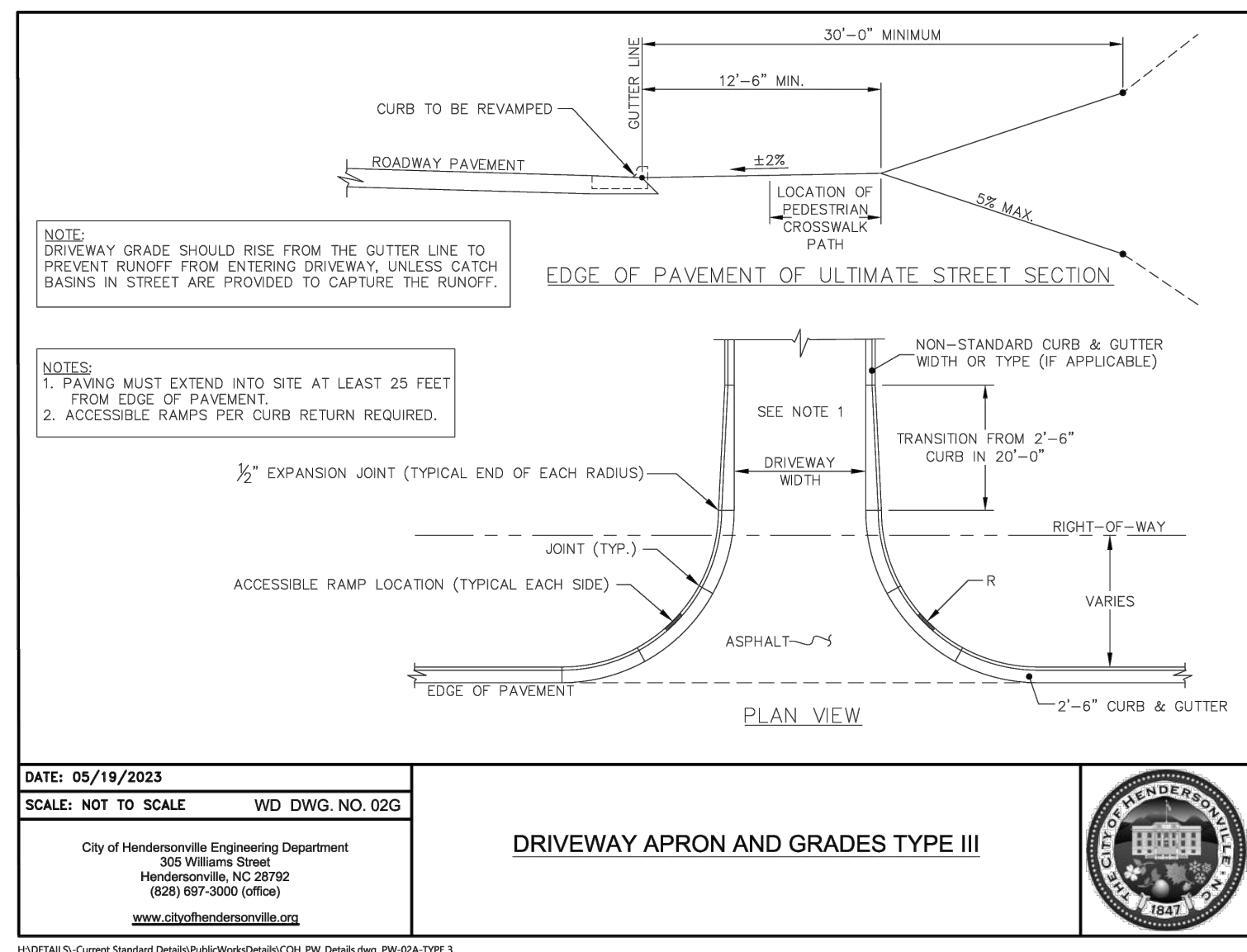
2 SECTION

NTS



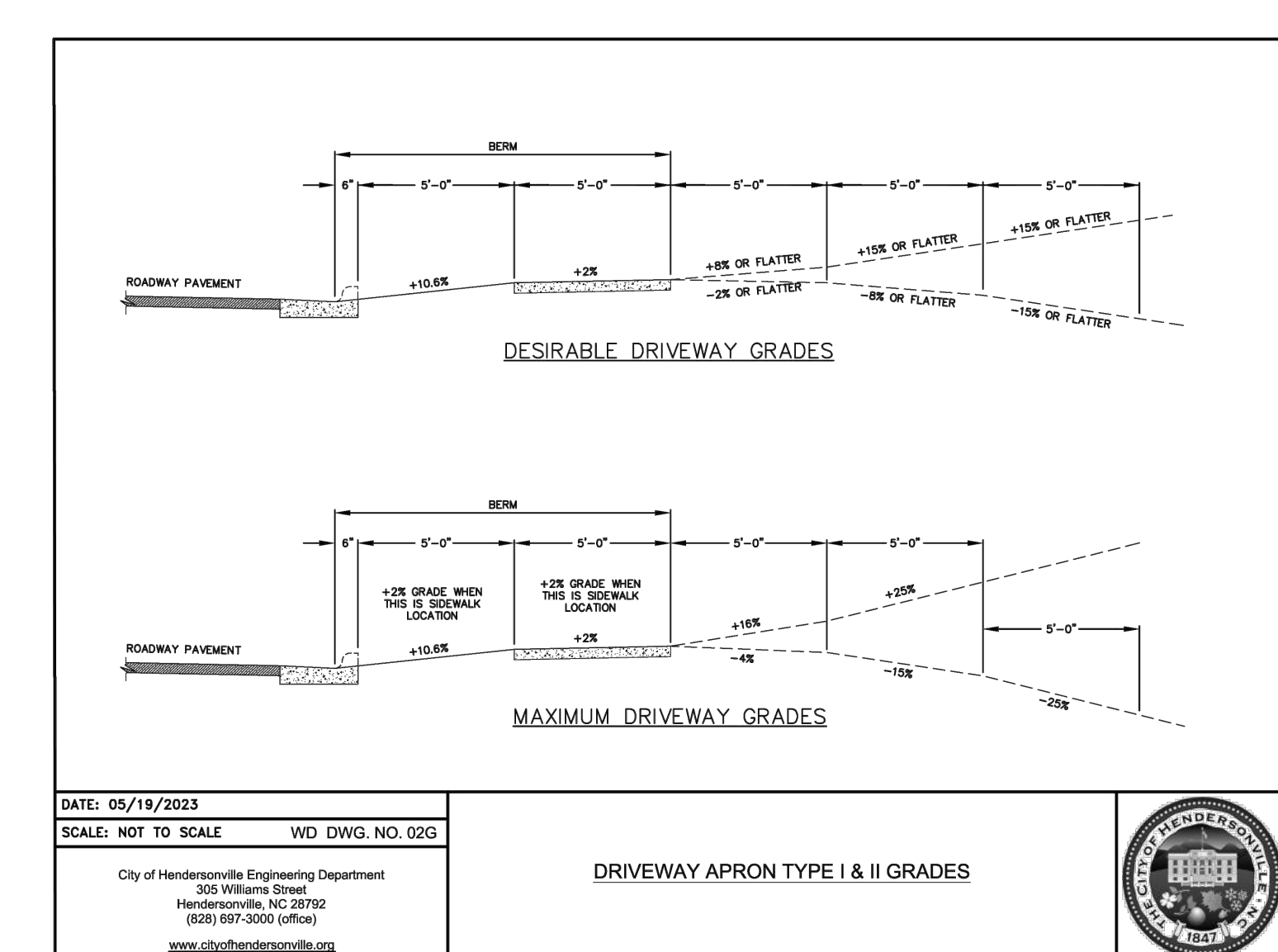
3 STANDARD LOCAL STREET SECTION

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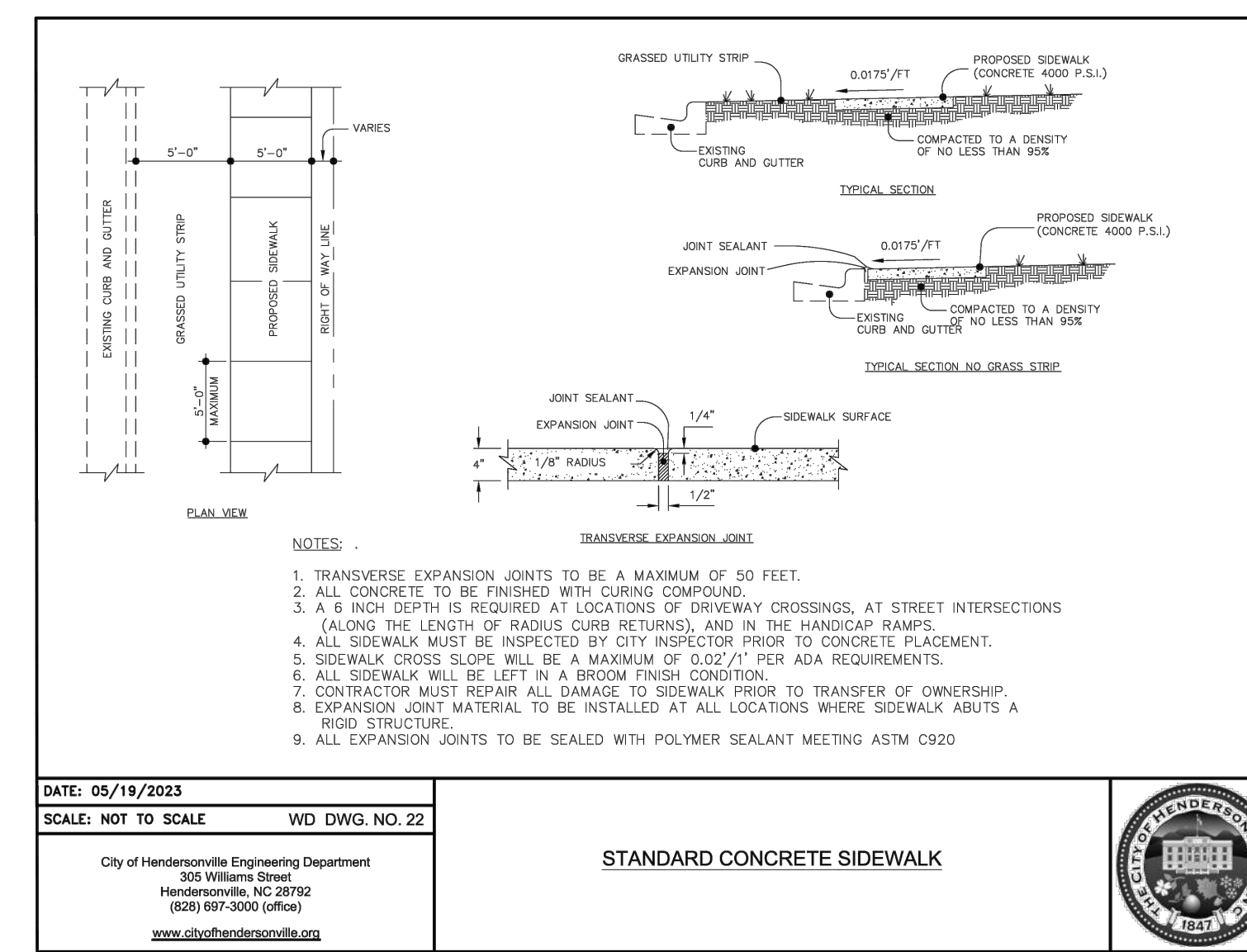
4 CURB RAMP PLAN

NTS



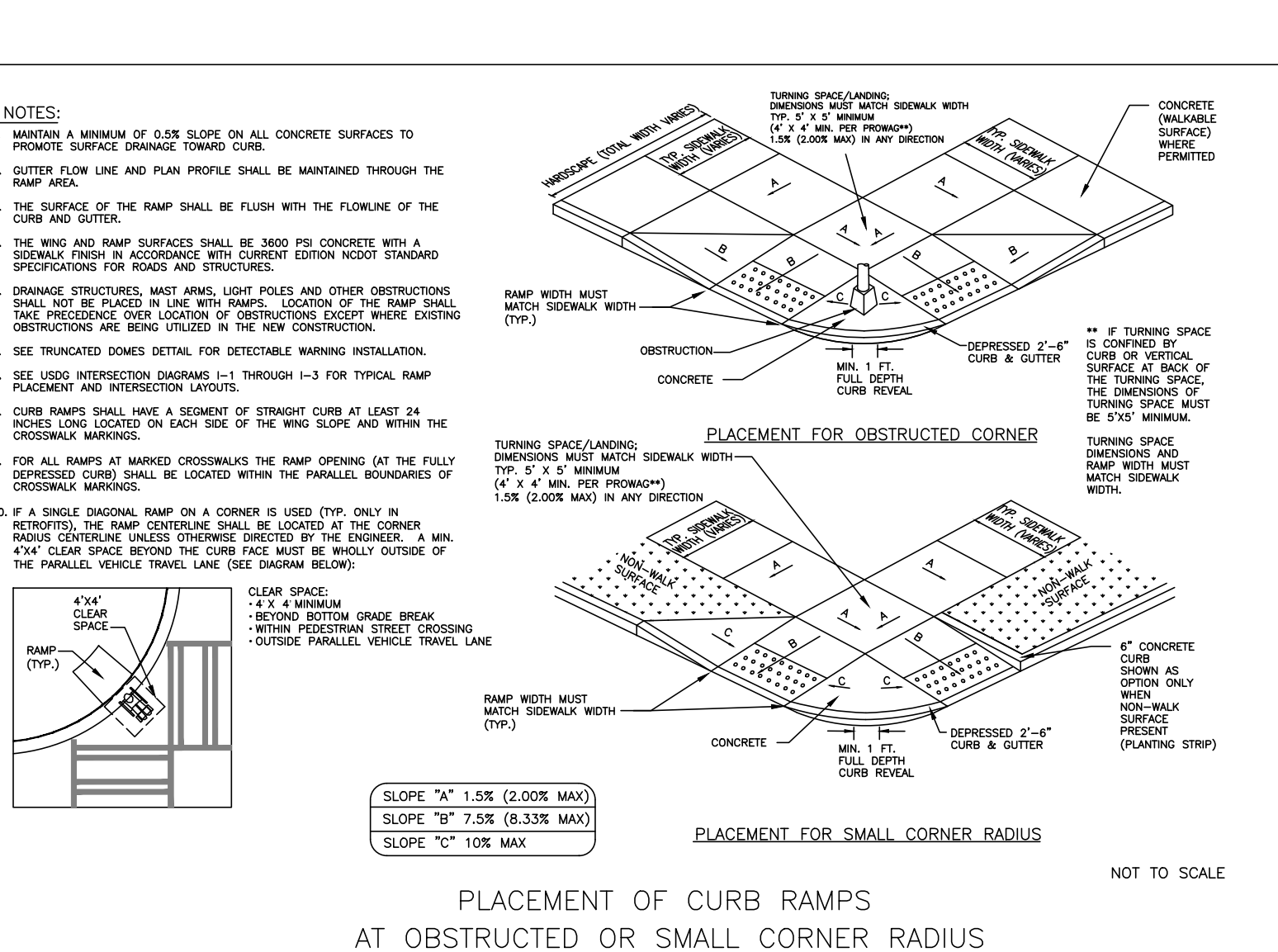
5 DRIVEWAY APRON TYPE I & II GRADES SECTION

NTS



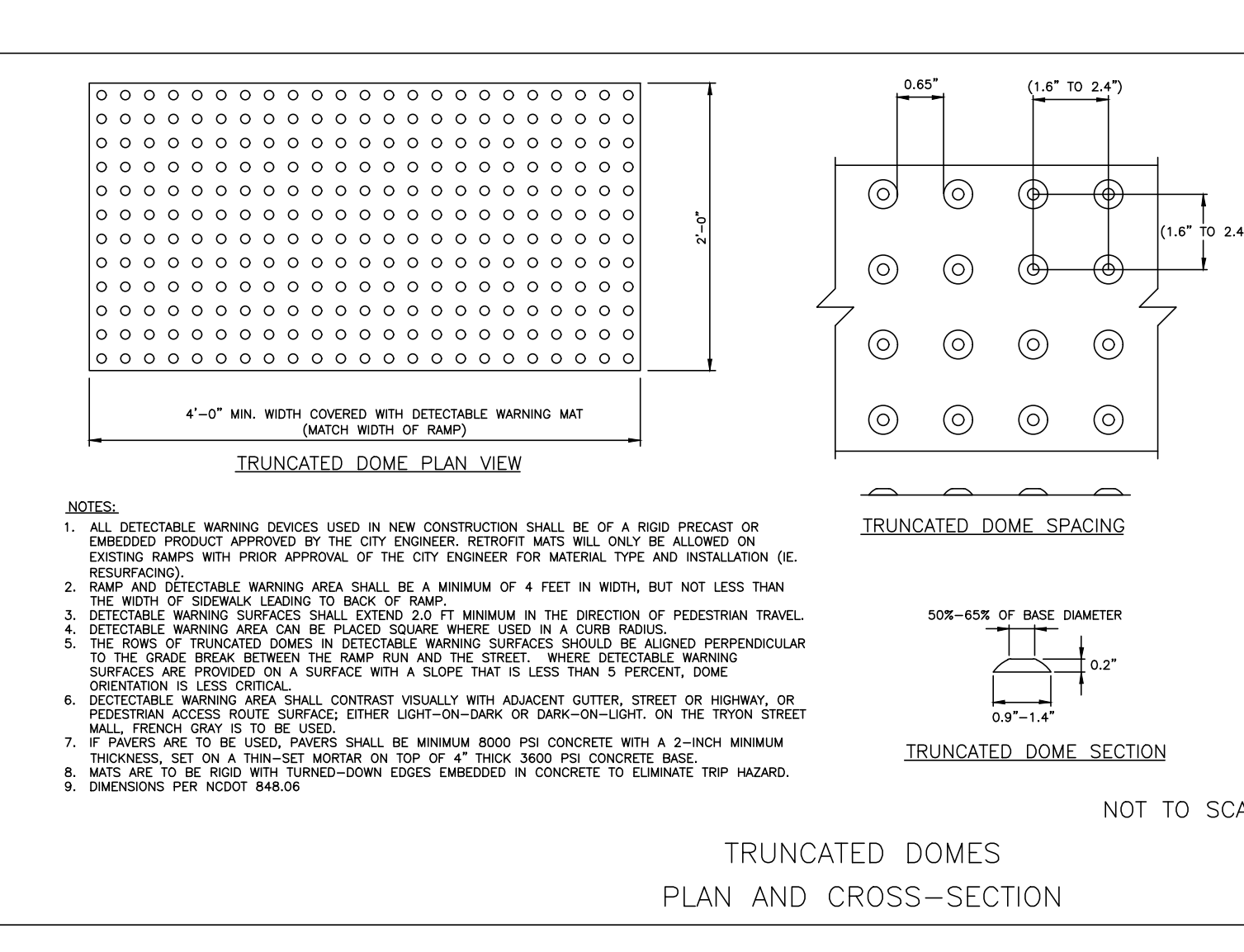
7 CONCRETE SIDEWALK PLAN

NTS



8 CONCRETE SIDEWALK PLAN

NTS

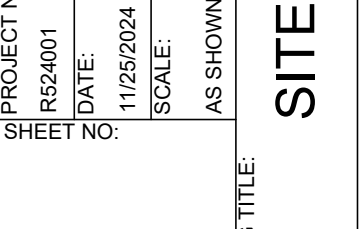
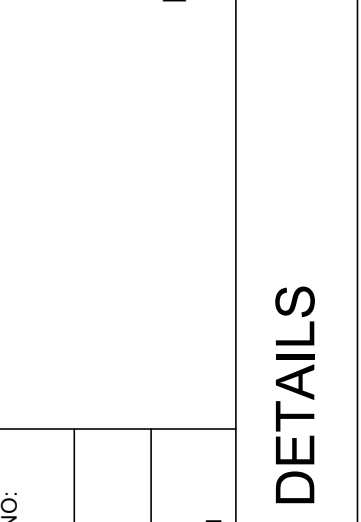
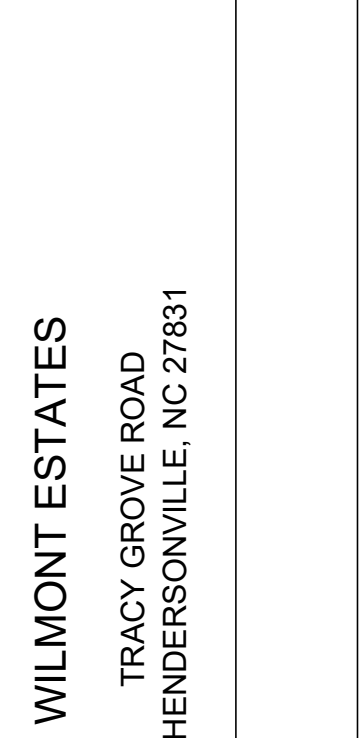
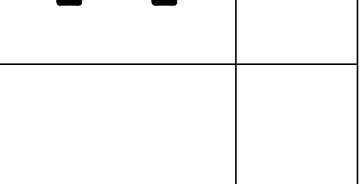
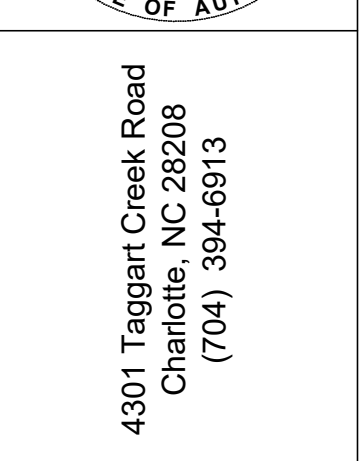
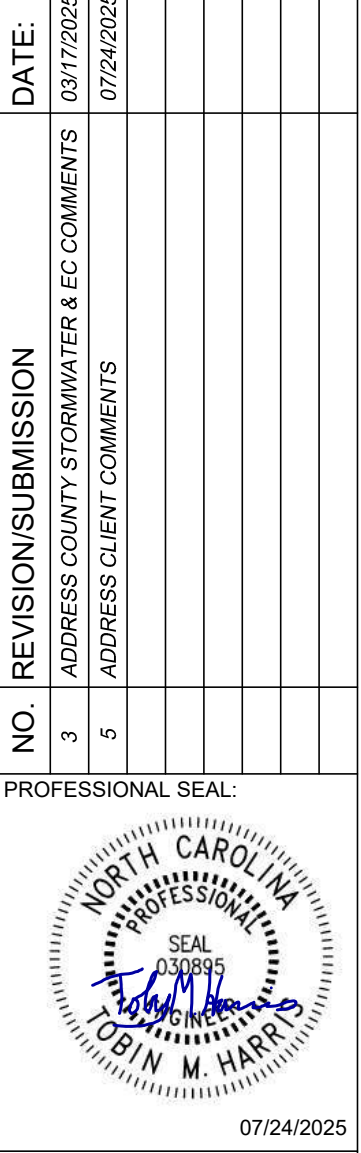


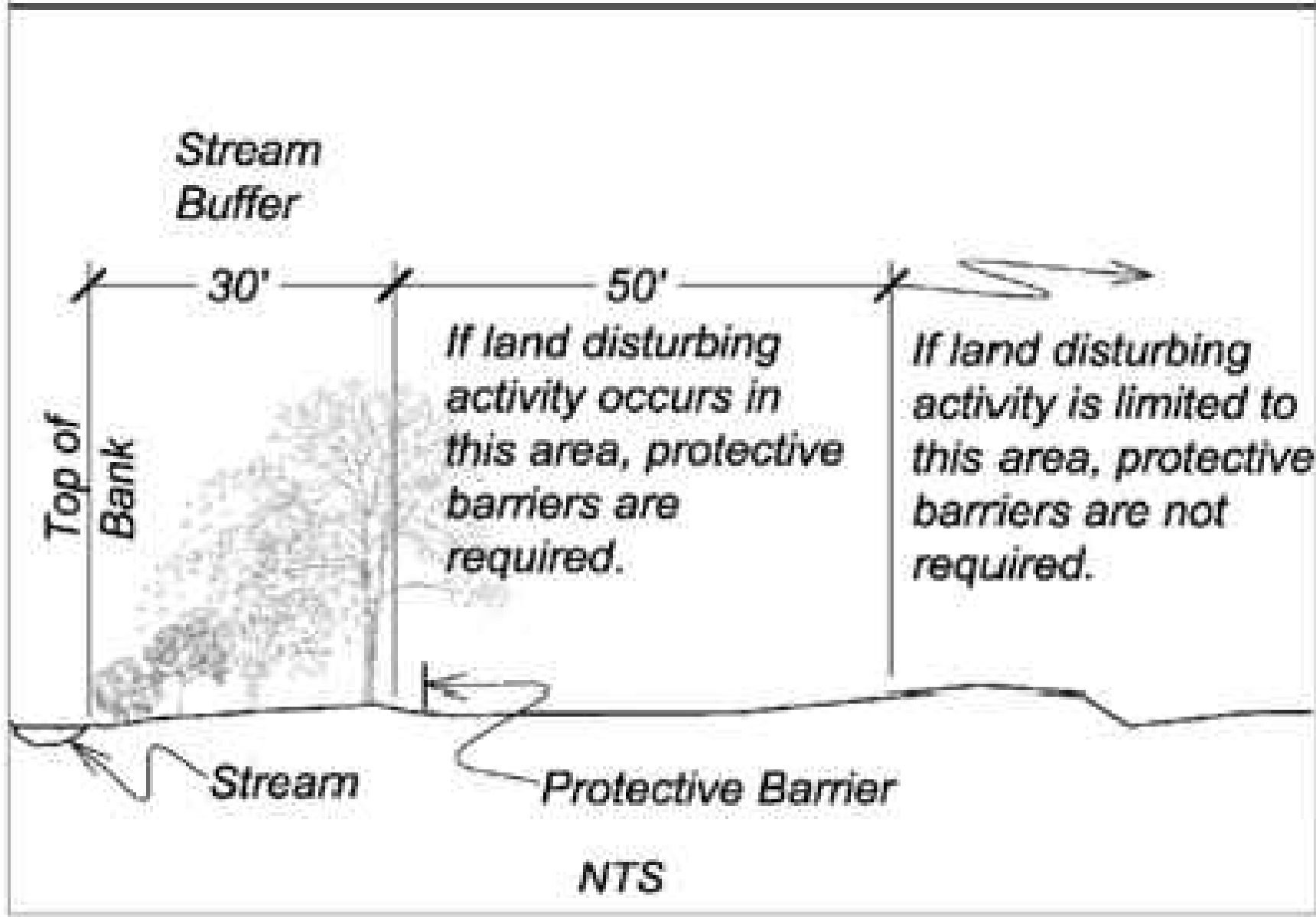
6 MAIN STREET SECTION SECTION

NTS

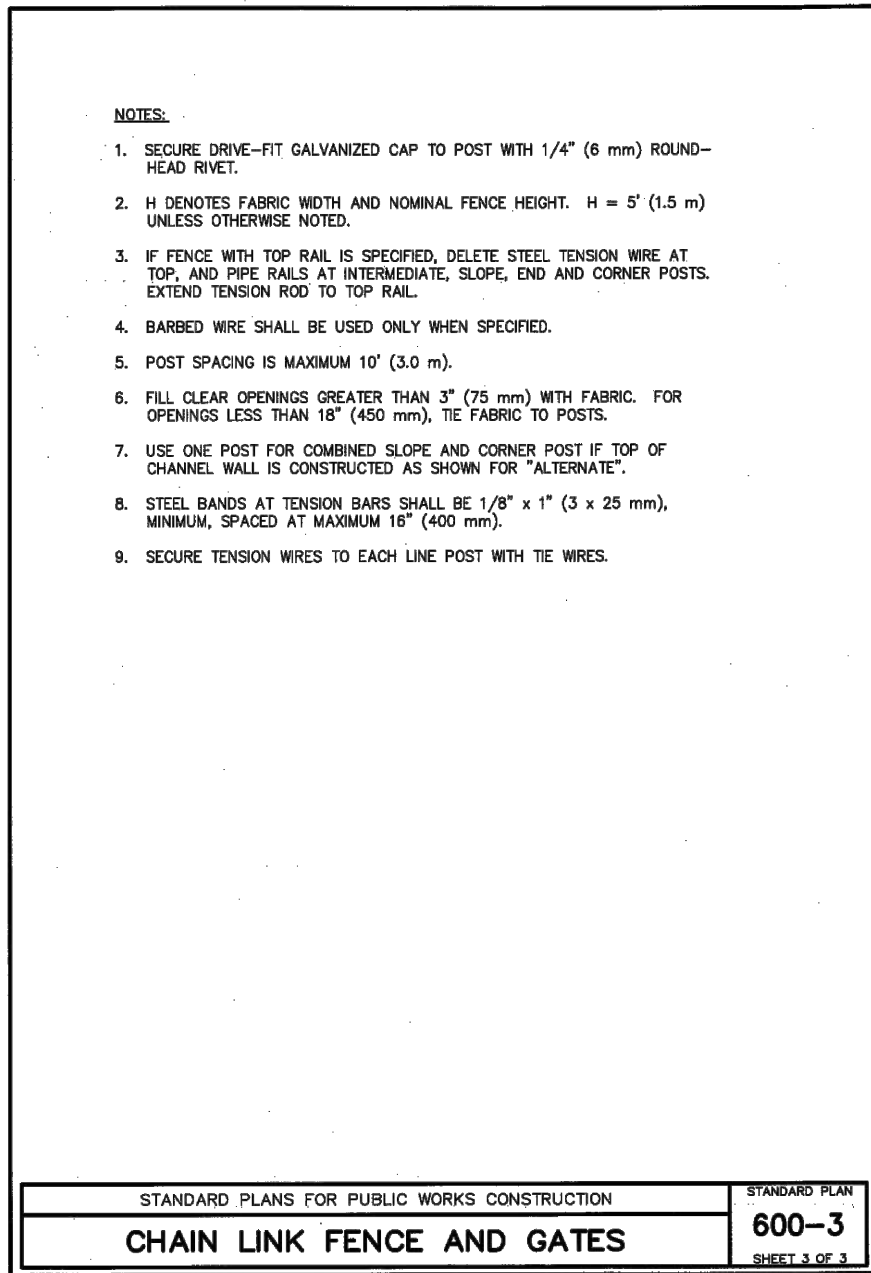
9 CONCRETE SIDEWALK PLAN

NTS

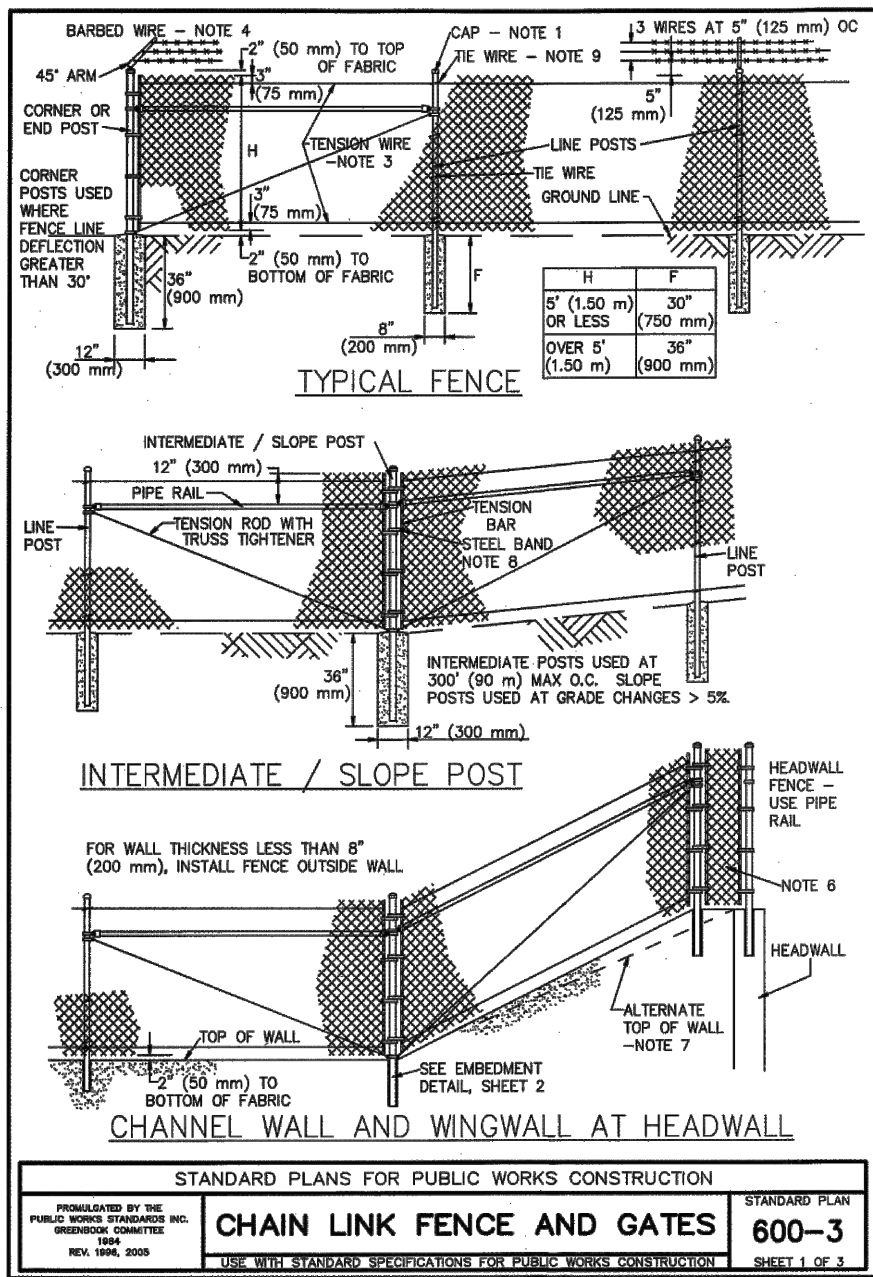




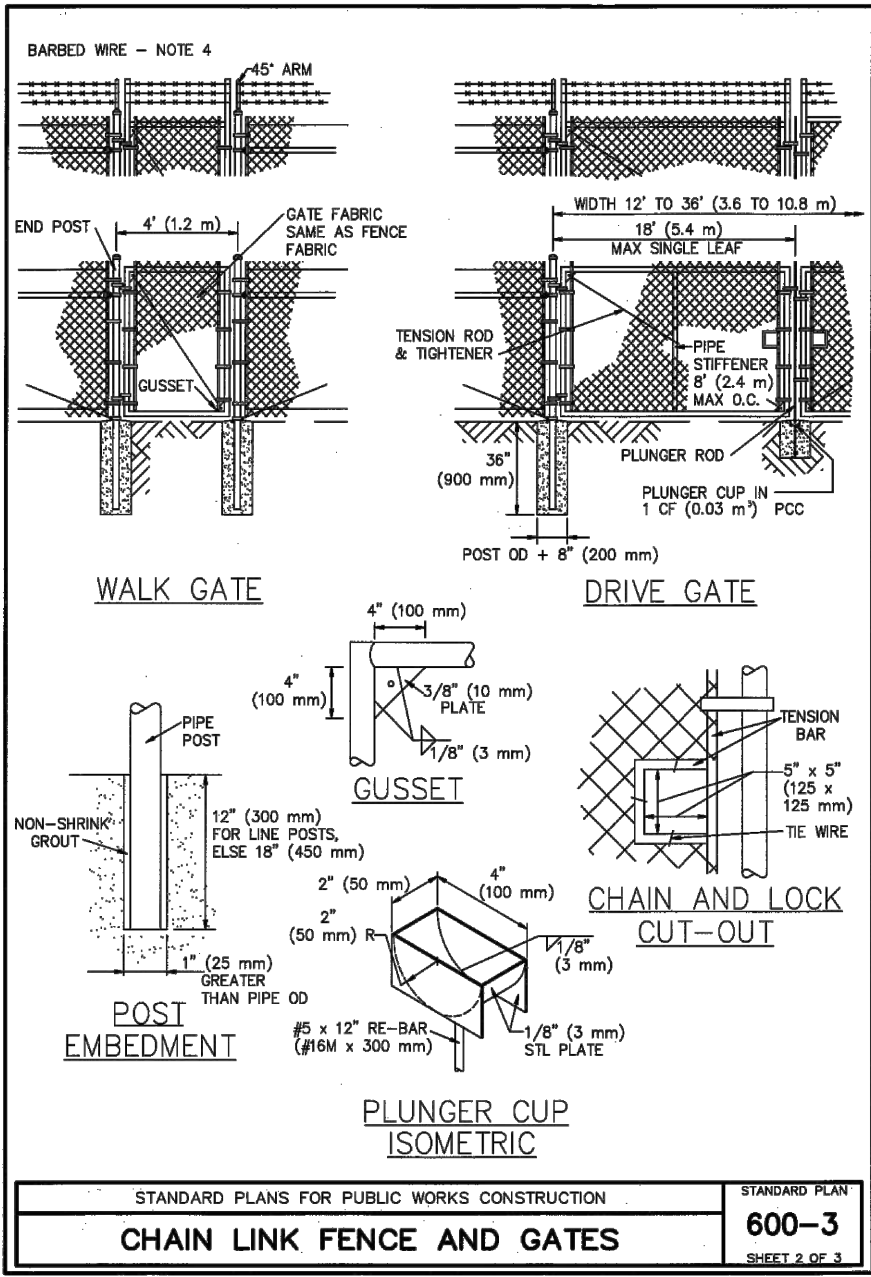
1 BUFFER PROTECTION DETAIL
PLAN NTS



4 CHAIN LINK DETAIL
PLAN NTS



2 CHAIN LINK DETAIL
PLAN NTS



3 CHAIN LINK DETAIL
PLAN NTS

PROJECT NO: R264001		DATE: 11/25/2024		SCALE: AS SHOWN		SHEET NO: 66	
WILMONT ESTATES TRACY GROVE ROAD HENDERSONVILLE, NC 27831		C-251		DRAWING TITLE: SITE DETAILS		PRELIMINARY - NOT FOR CONSTRUCTION	
THREE NOTCH GROUP		NORTH CAROLINA NO. C-4973		4301 Taggart Creek Road Charlotte, NC 28208 (704) 394-6913		NO. C-4973	
REVISION/SUBMISSION		DATE:		ADDRESS COUNTY STORMWATER & EC COMMENTS		07/24/2025	
NO.		1		ADDRESS COUNTY STORMWATER & EC COMMENTS		07/24/2025	
NO.		3		ADDRESS COUNTY STORMWATER & EC COMMENTS		07/24/2025	
NO.		5		ADDRESS CLIENT COMMENTS		07/24/2025	
PROFESSIONAL SEAL:		NORTH CAROLINA PROFESSIONAL SEAL		JOHN M. HARRIS		07/24/2025	
CERTIFICATE OF AUTHORIZATION:		THREE NOTCH GROUP, INC.		NORTH CAROLINA		NO. C-4973	

**DECLARATION
For
Wilmont Estates
A Single Family Development**

Covenants, Conditions, and Restrictions

DRAFT v.0

August 04, 2025

Residential Subdivision

Hendersonville, NC

Creekstone Holdings Hendersonville, LLC

4545 Post Oak Place Dr., Suite 150

Houston, TX

77027

This Amended and Restated Declaration of Covenants, Conditions, Restrictions and Servitudes (this “**Declaration**”) is executed on the 26th day of April, 2022, by Adelia Development Company, LLC, a Louisiana limited liability company whose address for the purposes hereof is 7225 Adelia Lane, Baton Rouge, Louisiana 70806 (“**Developer**”).

STATEMENT OF PURPOSE

- A. Developer is the Declarant and Developer pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Servitudes recorded May 10, 2017 with the Clerk of Court at Original 344, Bundle 12812 (“**Original Declaration**”).
- B. Section 14.1(A) of the Original Declaration provides that the Developer shall have the authority to amend the Original Declaration without the consent or joinder of any party during the Class B Control Period.
- C. The Class B Control Period has not expired with respect to the Original Declaration.
- D. Developer desires to amend and restate the Original Declaration in its entirety as set forth in this Declaration.
- E. Accordingly, Developer establishes this Declaration for this new community for the following purposes: To promote enjoyment of the natural resources of the Property and protect and enhance its beauty; To encourage a harmonious architecture; To allow for eventual self-governing of the community by its owners; and To provide a guide for development that will preserve certain values while allowing change when appropriate.

NOW THEREFORE, Developer hereby amends and restates the Original Declaration as follows:

DECLARATION

In furtherance of the aforesaid recitals, Developer declares that, subject to the provisions of this Declaration, it does by these presents hereby create and establish certain servitudes, building restrictions, restrictive covenants, and charges upon the property known as 7307 (formerly known as Adelia at Old Goodwood), and obligations of ownership, for its benefit and the benefit of its successors and assigns, which servitudes, building restrictions, restrictive covenants, charges upon, and obligations of ownership shall be covenants running with the land and which shall apply against and affect all of the property defined below as 7307.

Article 1.
Definitions

The following definitions apply wherever the capitalized terms appear in this Declaration.

1.1 Specific Definitions.

A. “**Accessory Building**” or “**Accessory Structure**” shall mean an additional Building on a Lot other than a Dwelling, constructed in accordance with the UDC.

B. “**7307**” or the “**Development**” shall mean, collectively, the development on the immovable property described as 16.84 acres of land described on the Final Plat together with the Streets, Common Areas, rights of way passage, and servitudes, which are included within the described Property, but excluding the Goodwood Home and the Goodwood Tract.

C. “**Application**” shall mean an application submitted to the Developer’s Representative/ARC for design approval by the Developer/ARC of a Major Improvement.

D. “**Architectural Review Committee**” or “**ARC**” shall mean the panel established by Article 10.

E. “**Articles**” shall mean the Articles of Incorporation of the Association, together with all amendments and modifications to same, adopted in accordance with the laws of Louisiana, annexed as Exhibit B of the Original Declaration.

F. “**Assessments**” shall mean, collectively, the General Assessments, Special Assessments, and Individual Lot Assessments.

G. “**Association**” shall mean the Adelia at Old Goodwood Neighborhood Association, Inc., a Louisiana non-profit corporation, its successors and assigns. The Association, whose members are the Owners and the Developer, is responsible for maintaining the Common Areas in the Development and enforcing this Declaration.

H. “**Board**” shall mean the Board of Directors of the Association.

I. “**Building**” shall mean any building constructed on any Lot.

J. “**Bylaws**” shall mean the Bylaws of the Association, together with all amendments and modifications to same adopted hereafter in accordance with the laws of Louisiana, annexed as Exhibit C of the Original Declaration.

K. “**Carport**” shall mean an open air structure with a weatherproof roof to shelter an automobile(s).

L. “**Class B Control Period**” shall mean that period of time during which only the Class B Member shall have voting rights in the Association, and have such other rights as may be set forth herein, including the right to amend this Declaration. The Class B Control Period shall commence as of the Effective Date, and shall terminate upon the date as of which the Class B Member elects in writing to become a Class A Member. Throughout the Class B Control Period, the Class B Member may elect to relinquish or delegate one or more of its rights hereunder without such election affecting any other rights until the termination of the Class B Control Period.

M. “**Class B Member**” shall mean the Developer, for so long as Developer remains a Class B Member.

N. **“Clerk of Court”** shall mean and refer to the Clerk of Court and ex-officio recorder of mortgages and registrar of conveyances for the Parish of East Baton Rouge, Louisiana.

O. **“Common Area”** or **“Commons”** shall mean all immovable property within the Development designated for the common use and enjoyment of all Owners (subject to the rights granted to the owners, invited guests and patrons of the Goodwood Home and Goodwood Tract, as set forth in this Declaration). **“Commons”** also includes any Improvements on that immovable property, all servitudes and personal property for the Owners’ common use, and any other property of any type specifically designated as Commons. The Commons are not dedicated for use by the general public (unless specifically provided otherwise in this Declaration). The Commons shall not include the Goodwood Home or the Goodwood Tract.

P. **“Contractor”** shall mean a general contractor hired by an Owner to construct an Improvement on the Owner’s Lot.

Q. **“Corner Lot”** shall mean a Lot situated at the juncture of two or more Streets, or one or more Streets and one or more Common Area pathways or other Open Space.

R. **“Days”** shall mean calendar days and not business days, unless expressly stated. When a time period stated herein ends on a Saturday, Sunday or day on which banks in the State of Louisiana are closed for business, such time period shall be deemed to be extended until the next day.

S. **“Declaration”** shall mean this instrument titled “Amended and Restated Declaration of Covenants, Conditions, Restrictions and Servitudes,” together with (i) all exhibits and attachments to same, (ii) all amendments and modifications adopted hereafter pursuant to the terms hereof, and (iii) all Supplemental Declarations filed pursuant to Section 2.2.

T. **“Design Guidelines”** shall mean the design guidelines annexed to the Original Declaration.

U. **“Design Review Procedure”** shall mean the procedures set forth in Article 9 setting forth each Owner’s obligations prior to commencement of construction of any

V. **“Developer”** shall mean Adelia Development Company, LLC, a Louisiana limited liability company, its successors and assigns. Developer shall also be an Owner for so long as Developer is record owner of any Lot.

W. **“Developer’s Representative”** shall mean Michael Hogstrom at 7225 Adelia Lane, Baton Rouge, LA 70806, mike@OnsiteDD.com, or such other person who shall be appointed by the Developer, upon written notice to the Owners. The Developer’s Representative shall be the primary contact between the Developer and the Owners and the Developer and the Association and its Board. Any demands, applications, submissions, notices, or requests to or from the Developer under this Declaration, including but not limited to Applications, shall be submitted by or to Developer’s Representative.

X. “Dwelling” shall mean and refer to any complete building designed or intended for use and occupancy as a residence by a single family.

Y. “Effective Date” shall mean May 10, 2017.

Z. “Fence” shall mean a three (3’) to eight (8’) foot high enclosure of front, side or rear yard area on a Lot.

AA. “Final Plat” shall collectively mean and refer herein to the maps consisting of: (i) that certain map entitled “Final Plat of Adelia at Old Goodwood, Lots 1 Thru 48 & CA-1 (Common Area), Being A Portion Of The Remainder Of Tract 19, Located In Section 82, T7S-R1E, Greensburg Land District, East Baton Rouge Parish, State of Louisiana for Adelia Development, LLC” recorded with the Clerk of Court and Recorder of Mortgages of East Baton Rouge Parish, Louisiana at Original 276, Bundle 12815; and (ii) that certain map entitled “Revision 1 to the Final Plat of Adelia at Old Goodwood, Lots 1 Thru 48 & CA-1 (Common Area), Being A Portion Of The Remainder Of Tract 19, Located In Section 82, T7S-R1E, Greensburg Land District, East Baton Rouge Parish, State of Louisiana for Adelia Development, LLC” recorded with the Clerk of Court and Recorder of Mortgages of East Baton Rouge Parish, Louisiana at Original 60, Bundle 12846; (iii) that certain map entitled “Combination of Lots Combining Lots 40-A and 41 into Lot 40-A-1 Adelia at Old Goodwood, Section 82, Township 7 South – Range 1 East, Greensburg Land District, City of Baton Rouge, East Baton Rouge Parish, Louisiana” recorded July 16, 2020 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 1, Bundle 13039; (iv) that certain map entitled “Combination of Lots Combining Lots 36, 37 and 38 into Lot 36-A Adelia at Old Goodwood, Section 82, Township 7 South – Range 1 East, Greensburg Land District, City of Baton Rouge, East Baton Rouge Parish, Louisiana” recorded July 16, 2020 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 8, Bundle 13039; (v) that certain map entitled “Map Showing Resubdivision of Lots 42, 47, 48 & Portions of CA-1 Into Lots 42-A, 47-A, 47-B, 47-C, 47-D, 48-A, 48-B, & Rem. Of CA-1, Being a Portion of Adelia at Old Goodwood Located in Section 82, T-7-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Adelia Development Co., LLC” recorded September 14, 2020 with the Clerk of Court and Recorder of Mortgages of East Baton Rouge Parish, Louisiana at Original 860, Bundle 13051; (vi) that certain map entitled “Resubdivision of Lots 48-A and 48-B into Lots 48-A-1 and 48-A-2, Adelia at Old Goodwood, Section 82, Township 7 South – Range 1 East, Greensburg Land District, City of Baton Rouge, East Baton Rouge Parish, Louisiana” dated April 28, 2021 and recorded July 9, 2021 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 743, Bundle 13121; (vii) that certain map entitled “Combination of Lots 48-A, 42-A and 48-B into Lots 48-A-1 and 48-A-2 in Adelia at Old Goodwood, Section 82, Township 7 South – Range 1 East, Greensburg Land District, City of Baton Rouge, East Baton Rouge Parish, Louisiana” dated October 10, 2021 and recorded October 19, 2021 with the office of the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 162, Bundle 13145; and (viii) that certain map entitled “Map Showing Combination of Lots for Lots 17 & 18 Adelia at Old Goodwood Into Lot 17-A Adelia at Old Goodwood Located In Section 82, T7S-R1E, Greensburg Land District, East Baton Rouge Parish, State of Louisiana for Bo White” recorded December 2, 2021 with the Clerk of Court and Recorder of Mortgages of East Baton Rouge Parish, Louisiana at Original 700, Bundle 13152.

BB. “General Assessment” shall mean the amount assessed to, and due from, all Members of the Association to meet the Association’s annual budgeted expenses and cash requirements, as described in Section 8.6.

CC. “Garage” shall mean an enclosed structure to shelter automobiles.

DD. “Garden Wall” shall mean a closure of a side or rear yard area constructed of wood, masonry or stucco measuring a minimum of six feet (6’) to a maximum of seven feet (7’) high.

EE. “Good Standing” shall mean a Member who is current on all Assessments, fees, and other amounts due under this Declaration and without any outstanding infractions or notices to comply.

FF. “Goodwood Home” shall mean the structures existing as of the Effective Date located on Lot 48-A-1 of the Goodwood Tract, historically known as Goodwood Plantation (but specifically excluding new structures constructed on the Goodwood Tract following the Effective Date).

GG. “Goodwood Tract” shall mean Lot 48-A-1 as shown on the Final Plat.

HH. “Governmental Authority” shall mean: (i) the United States of America, (ii) the State of Louisiana, (iii) any other State of the United States of America, (iv) any political subdivision of any of the foregoing, (v) any agency, department, commission, board or bureau of any of the foregoing, and (vi) any tribunal, instrumentality or court having jurisdiction over the Development or any of the uses that may be made of Lots or other portions of the Development.

II. “Guiding Principles” shall mean, collectively, the document titled “the Development Master Plan,” the Design Guidelines, and the construction, design and landscaping requirements set forth in this Declaration, together with all amendments and modifications to same adopted hereafter pursuant to the terms hereof as well as any subsequently adopted regulations relating to the design, architecture, landscape or signage permitted in the Development.

JJ. “Home Office” shall mean premises located on a Lot used for the transaction of business or the provision of professional services employing no more than four (4) full-time employees, one of whom must be the Owner of the Lot on which the Home Office is located, or the tenant of said Owner.

KK. “Improvement” shall mean and refer to every structure and all appurtenances thereto of every type and kind, including but not limited to, Dwellings, Buildings, Accessory Buildings, patios, tennis courts, swimming pools, Garages, Carports, driveways, sidewalks, walkways, Fences, walls, gates, screening walls, terraces, retaining walls, stairs, decks, exterior air conditioning and heating units, pumps, wells, tanks and reservoirs, pipes, lines, cables, meters, towers, antennae, equipment and facilities used in connection with water, sewer, gas, electric, telephone, television or other utilities or services, and any construction which in any way alters the exterior appearance of any Improvement, but shall not include pipes, lines, cables, meters, equipment and facilities in connection with water, sewer, drainage, gas, electric,

telephone, television or other utilities or service provider in favor of whom a utility or drainage servitude has been expressly established and granted herein.

LL. “Individual Lot Assessment” shall mean an amount assessed to and due from, an Owner of a particular Lot for charges relating only to that Lot, as provided in Section 8.8.

MM. “ISPUD” shall mean that certain ADC ISPUD (ISPUD 2-19), dated February 25, 2019, which ISPUD is applicable to Lots 48-A-1 and 48-A-2.

NN. “Lot” shall mean the smallest parcel of land which may be separately conveyed. Lots are designated as numbered, separately identifiable parcels on the Final Plat. Developer may redefine Lots by combining Lots or portions of Lots and by adjusting the boundary of a Lot. For purposes of this Declaration, **“Lot”** shall not include the Goodwood Tract; provided, however, that the Goodwood Tract shall still benefit from servitudes granted herein to Lot Owners.

OO. “Manager” shall mean any person or persons designated as Manager and employed by the Association to perform any of the duties, powers or functions of the Association.

PP. “Members” shall mean, as of the time of any determination, the members of the Association.

QQ. “Member Meeting” is any public meeting of Members of the Association for discussion and voting, as described in Section 6.8.

RR. “Mortgagee” shall mean any Person which holds: (i) a mortgage encumbering a Lot as collateral security for the payment and/or performance of an obligation, or (ii) otherwise holds a lien or encumbrance burdening or otherwise encumbering a Lot, as collateral security for the payment and/or performance of an obligation.

SS. “NSF Fee” shall mean a fee charged by the Association for any check from an Owner that is returned to the Association as a result of insufficient funds.

TT. “Open Space” shall mean those portions of the Common Areas which contain open space designated by Developer for the exclusive use and enjoyment of Owners, their tenants and their invited guests (subject to the rights granted to the owners, invited guests and patrons of the Goodwood Home and Goodwood Tract, as set forth in this Declaration), for active and passive recreational uses in accordance with this Declaration.

UU. “Owner” shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owners shall not include any Mortgagee of such Lot. For purposes of Lot 48-A-2, the Owner thereof shall be deemed to be the Colony Club Condominium Association, Inc. for purposes of voting and Assessments, but each Owner of a condo unit on such Lot shall be deemed an Owner for purposes of all servitudes and benefits hereunder that apply to Owners.

VV. “Person” shall mean any individual, corporation, limited liability company, partnership, trustee, joint venture, association, joint stock company, trust, unincorporated organization, Governmental Authority, government or any agency or political subdivision thereof, or any other legal form of entity.

WW. “Property” shall mean the immovable property shown on the Final Plat, excluding the Goodwood Home and Goodwood Tract.

XX. “Right of Way” shall mean the area of each Street and adjacent land which is reserved for transportation and pedestrian travel. Vehicular travel shall be permitted within the Streets up to one foot (1’) behind the curbing, and up to ten feet (10’) on each side of such vehicular right of way shall be reserved for sidewalks and Utility Servitudes if applicable.

YY. “Rules and Regulations” shall mean the rules and regulations of the Developer and/or Association governing permissive and prohibited uses and behaviors within the Development as set forth in this Declaration or as adopted by the Board pursuant to this Declaration, from time to time by the Developer/Board, which are applicable to the Members, together with all amendments to same that may thereafter be adopted by the Developer/Board.

ZZ. “Servient Lot” shall have the meaning ascribed to it in Section 3.8(B).

AAA. “Setback” shall mean the placement of a Building from the property line of a Lot to the exterior principal facade of said Building exclusive of allowed encroachments.

BBB. “Special Assessment” shall mean an amount assessed to, and due from, each Owner of a Lot within a designated area for capital improvements or emergency expenses in such area, in accordance with the provisions of Section 8.7.

CCC. “Sub-Contractor” shall mean a sub-contractor hired by a Contractor to complete a portion of an Improvement on a Lot for an Owner.

DDD. “Street” shall mean and refer to the private roads located within the Development which are designated by Developer for general automobile traffic. Streets are part of the Commons. Title to or servitudes in the Streets may be granted, transferred and sold to the Association.

EEE. “UDC” shall mean the Unified Development Code of the City of Baton Rouge and the Parish of East Baton Rouge.

FFF. “Utility Servitude” shall mean those portions of the Development depicted or labeled on the Final Plat or on any plat submitted as part of any Supplemental Declaration as “utility servitude”, “utility serv.” or any similar words suggesting that such areas have been reserved for use in conjunction with any such public or private utility or service system, as well as those servitudes created elsewhere in this Declaration.

GGG. “Work” shall mean and refer to any construction, erection, iteration, addition, renovation or removal of Improvements on any Lot other than routine maintenance and repairs of existing Improvements.

1.2 Additional Definitions. Additional definitions for some terms used in the Guiding Principles are included as part of the Guiding Principles. In addition, unless the context otherwise requires or specifies, the words and phrases defined in this Declaration, when used in the Guiding Principles, shall have the meanings specified for those words and phrases, whether or not such words or phrases are capitalized when used in the Guiding Principles.

1.3 General. All terms used in this Declaration and/or in the Guiding Principles, to the extent not defined in this Declaration, shall, if those are terms used in the architectural profession and/or the construction industry, have those meanings generally described to those terms within the architectural profession and/or construction industry as applicable. The fact that a word or phrase is defined in this Declaration does not mean that such word or phrase has been used, or was intended to be used, in this Declaration or in the Guiding Principles; definitions may have been included in anticipation of the future use of such words or phrases in amendments to this Declaration, the Guiding Principles, and/or the use of such words or phrases in Supplemental Declarations.

Article 2.
Property Subject to this Declaration

This article describes the immovable property comprising the Development.

2.1 The Property. The immovable property which shall be held, transferred, conveyed and occupied subject to this Declaration consists initially of that platted property described on the Final Plat, as may be further subdivided in accordance with applicable laws, together with the Streets, rights of passage, and servitudes reflected on the Final Plat. Notwithstanding anything to the contrary contained herein, the Goodwood Home and Goodwood Tract shall not be part of the Property subject to this Declaration.

2.2 Platted Lots. No Lots may be subdivided or separated into smaller lots except by Developer or with the specific consent of the Developer (during the Class B Control Period) or the ARC (after termination of the Class B Control Period). No portion of any Lot may be separately conveyed (apart from the whole Lot), except by Developer or with the specific consent of the Developer. This Section 2.2, however, shall not prohibit the recording of corrective acts or similar corrective instruments. Developer shall have the right to record a Supplemental Declaration to modify approved subdivision plats of the Development for the purpose of making adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed by such Supplemental Declaration.

Article 3.
Servitudes

Every Owner has the benefit of certain servitudes, and the responsibility of providing and maintaining others. In addition, certain servitudes in favor of the Goodwood Home and Goodwood Tract are created in this Declaration.

3.1 General. Each Lot shall be subject to those servitudes, if any, shown or set forth on the Final Plat, as amended from time to time, as well as the servitudes now or hereafter established

by the Developer in this Declaration or by any other documents recorded in the Office of the Clerk of Court.

3.2 **Owners’ Servitude of Enjoyment.**

A. **Commons.** Every Owner shall have the right and servitude of enjoyment in and to the Commons. This servitude shall be a predial servitude appurtenant to and shall pass with title to every Lot. Notwithstanding anything to the contrary stated herein, the Developer shall have the right to use and reserve the Commons for all types of events, including but not limited to social events, athletic and civic events, private parties, and concerts, whether for a fee, contribution or without cost, within its sole discretion unless such area has been previously reserved by an Owner. The parking lot located on the Goodwood Tract is for the Developer’s private use only and is not part of the Commons.

B. **Tenants and Guests.** Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, such Owner’s right to enjoyment to the Commons to the members of his family, his tenants or his guests who are accompanied by the Owner, except as specifically provided otherwise herein. The Association may adopt rules to prohibit or restrict dual use of the Commons’ recreational facilities by both an Owner and the Owner’s tenant, except when the Owner is a bona fide guest of the tenant.

3.3 **Servitudes in Favor of Developer, Goodwood Home, Goodwood Tract, and Association.** Developer hereby reserves for itself, its successors and assigns, and grants to the Association and the Goodwood Home and the Goodwood Tract (where specifically stated), the following servitudes, which shall benefit the Developer, the Association, the Development, and the Goodwood Home and the Goodwood Tract (where specifically stated). Each of the servitudes reserved herein shall be a personal servitude in favor of Developer and the Association and shall also be a predial servitude for the benefit of the Association as the owner of the Commons and, where specifically stated, the Goodwood Home and the Goodwood Tract. Such servitudes may be utilized by Developer’s duly authorized agents, representatives, licensees and mortgagees for all purposes consistent with this Section 3.3.

A. **Commons.** To the extent that the Developer (or its successors or assigns), as owner of the Goodwood Home and Goodwood Tract is granted a right to use all or a portion of the Commons elsewhere in this Declaration, there is hereby created a perpetual nonexclusive servitude in favor of the Goodwood Home and Goodwood Tract necessary and consistent with such use of the Commons.

B. **Streets, Sidewalks, Pedestrian Walkways and Gates.** Developer reserves for itself, its successors and assigns, and grants to the Association, all Members, and all Owners of Lots, the Goodwood Home and the Goodwood Tract, a nonexclusive servitude of passage (for use by vehicles, bicycles and pedestrians) on and across the Streets, Sidewalks, Pedestrian Walkways and gates, which right includes, but is not limited to, the right to park vehicles on the Streets. The Developer’s reservation in this Section 3.3(B) includes a reservation of a nonexclusive servitude of passage (including but not limited to on-street parking) for the benefit of the Goodwood Home and the Goodwood Tract, and specifically extends to any permitted commercial or other use of the Goodwood Home and the Goodwood Tract by the Developer, its

successors and assigns, including any anticipated future use that may require rezoning of the and the Goodwood Tract, and including the right of ingress and egress for invited guests, staff, patrons and other persons in connection with the use of the Goodwood Home and the Goodwood Tract through any entrance gates for the Development.

C. Police Powers. Developer reserves for itself, its successors and assigns, and grants to the Association, a blanket servitude throughout the Development for private patrol services, and for police powers and services supplied by any Governmental Authority. Developer may, at any time, in Developer's sole and absolute discretion, install security cameras, gates or other security devices as it deems necessary for the protection of the Development. All security measures are to be paid for out of Assessments. Developer and the Association may adopt Rules and Regulations providing for security measures, parking and traffic regulations, or such other policing powers, which may include enforcement through fines and penalties, with failure to pay such fines permitting the Developer or the Association to file a lien against any Lot owned by the Person found to be in violation of such Rule or Regulation.

D. Servitude for Drainage. Developer reserves for itself, its successors and assigns, and grants to the Association, for the benefit of the Development and the Goodwood Home and the Goodwood Tract, a servitude upon, across, above and under all storm water drainage servitude areas as shown on the Final Plat for access, ingress, egress, installation, alteration, repairing, replacing, and maintaining the storm water drainage system and related facilities serving the Development and the Goodwood Home and the Goodwood Tract or any portion thereof. This servitude shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. In addition, there is hereby reserved to the Developer, its successors and assigns, and granted to the Association, a blanket servitude across all Lots for creating and maintaining satisfactory drainage in the Property (including the Goodwood Home and the Goodwood Tract); provided, however, such servitude area shall not include any portion of a Lot within the outer perimeter of the dwelling structure. It is anticipated that increased storm water run-off across downstream Lots will result from the construction of impervious surface in the Property. Neither the Developer nor any Contractor or Owner constructing such impervious surfaces according to plans and specifications approved under Article 9 shall have any liability to any Owner due to the increased flow or increased velocity of surface water resulting from approved construction within the Development. Developer shall have the right to enter any Lot for purposes consistent with its use of this drainage servitude at any time. Developer and the Association shall make reasonable efforts to provide prior notification to the Owner of any Lot before entering such Lot, and shall, to the extent reasonably practicable, make use of this servitude during normal business hours. Notwithstanding the foregoing, Developer and the Association shall have the right to enter any Lot, at any time, with or without notice to the Owner, to the extent entry during normal business hours and/or the provision of prior notice is not reasonably practicable.

E. Servitude for Maintenance. Developer reserves for itself, its successors and assigns, and grants to the Association, a servitude across the exterior portions of all Lots as may be reasonably necessary for the maintenance required hereunder by the Developer or the Association, or for reasonably necessary maintenance to the Goodwood Home and the Goodwood Tract. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Lots. Reasonable steps shall be taken to protect such property and damage

shall be repaired by the Developer, the Association, or their respective contractors, as applicable, at their sole expense.

F. Utility Servitudes.

i. Developer reserves for itself, its successors and assigns, and hereby grants to the Association, access and maintenance servitudes upon, across, over, and under all of the Property in the Development to the extent necessary for the purpose of replacing, repairing, and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property which it owns (including the Goodwood Home and the Goodwood Tract) or within servitudes designated for such purposes on recorded plats of the Property.

ii. This servitude shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any Dwelling on a Lot, and any damage to a Lot resulting from the exercise of this servitude shall promptly be repaired by, and at the expense of the Person exercising the servitude. The exercise of these servitudes shall not unreasonably interfere with the use of any Lot and, except in an emergency entry onto any Lot shall be made only after notice to the Owner or occupant.

iii. Developer specifically grants to the local water supplier, electric company, and natural gas supplier, servitudes across the Property for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of these servitudes shall not extend to permitting entry into any Dwelling, nor shall any utilities be installed or relocated on the Property except as approved by the Developer.

iv. Developer or the Association may at any time make a partial assignment, to any public or private utility company, or any Governmental Authority, of the servitudes reserved by Developer and granted to the Association in this Section 3.3(F). Whether or not such assignment by Developer or the Association expressly states, the assignment shall be partial and nonexclusive and Developer shall continue to have the servitude reserved and granted herein, to be used on a nonexclusive basis with each other and with any public or private utility company, or any Governmental Authority to whom such assignment was made. Developer and Association shall not have any liability or responsibility to any Owner for (1) any damages caused by any public or private utility company, or any Governmental Authority, or (2) for failure to provide any utility services to any Owner.

v. To the extent any Governmental Authority, any public utility or any private utility uses any of the Utility Servitudes within the Development, and/or to the extent that Developer or the Association, or any assignee of Developer or the Association (all of whom are collectively referred to as “**Grantee**” in this subparagraph (v) use or exercise any of the rights granted and reserved under this Section, then and in that event: (a) whenever reasonably possible, the lines and facilities to be constructed and installed within the Utility Servitudes shall be placed underground; (b) each Grantee shall respect the reasonable use of the servitudes by the other Grantees thereof, and each shall cooperate with the others to the extent necessary to

assure the reasonable, mutual use of the Utility Servitudes by all Grantees; (c) each Grantee, after any use of the servitude areas or exercise by such Grantee of the rights herein granted, shall restore the surface of the immovable property subject to the servitude to a condition as close as is reasonably possible to that which existed prior to such use or exercise, provided that such Grantee shall not be required to replace, or otherwise repair any Improvements, trees, shrubs or other obstructions which interfere with use of the servitude granted pursuant to this Section and which are damaged through the reasonable exercise of the servitudes granted pursuant to this Section; (d) each Grantee who is an assignee of Developer or Association, by its use of the servitude area or exercise of the rights herein granted pursuant to this Section, does hereby agree to defend and hold its assignor, together with its successors and assigns, harmless from any and all liability arising from any negligence or other fault of the respective Grantee in the construction, installation, repair, alteration and maintenance of the said water, sewer, natural gas, electrical, telephone and communications, and cable television lines and facilities pursuant to the servitudes granted under this Section. Developer, the Association, each Governmental Authority, each public utility and each private utility agree that it accepts the right to use the said Utility Servitudes subject to the right of Owners to construct Improvements on Lots which have stairs, stoops, landscape features (such as fences) or other Improvements, other than component parts of Buildings, which encroach on and over such servitude and which have been approved by the Developer and, to the extent such encroachments affect a servitude used by a public utility, the public utility. Provided, however, that notwithstanding anything to the contrary contained herein, Developer, the Association, each Governmental Authority and each public utility and private utility shall have the right, to the extent necessary for the use of the Utility Servitude, to request an Owner of a Lot to remove an encroachment at such Owner's sole cost and expense.

vi. Those areas located on Lots and identified as utility niches are not to be considered as part of the Utility Servitudes or subject to any servitude in favor of any Governmental Authority or any public or private authority. All such utility niche areas shall be used solely, in the absence of approval from the Developer/ARC to the contrary, for the placement of utility meters and for the storage of garbage cans and other receptacles for the storage of garbage.

3.4 Servitude for Emergency Entry. The Developer, the Association or their designee(s) shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, and the Rules and Regulations, which right may be exercised by any member, officer, agent, employee, and/or manager of the Developer or Association, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right to enter upon any Lot to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Developer or the Association, but shall not authorize entry into any Dwelling without permission of the Owner.

3.5 Servitude for Entry Features. There is hereby reserved to the Developer, its successors and assigns, and granted to the Association, for the benefit of the Development and the

Goodwood Home and the Goodwood Tract, a servitude for ingress, egress, installation, construction, landscaping and maintenance of entry features for the Development, over and upon any portion of a Lot containing such entry features as may be more fully described on the Final Plat. The servitude and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around entry features and the right to grade the land under and around the same.

3.6 Servitude for Use of Private Streets. Developer intends that the Streets within the Development shall remain private roads and will not be dedicated to a Governmental Authority. Developer hereby creates a perpetual, nonexclusive servitude for access, ingress and egress over any Streets within the Development for law enforcement, firefighting, paramedic, rescue and other emergency vehicles, equipment and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel, private delivery or courier services, and for vehicles, equipment and personnel providing garbage collection service to the Property and the Goodwood Home and Goodwood Tract.

3.7 Servitude During Construction and Sale Period. Notwithstanding any provisions now or hereafter contained in this Declaration, the Rules and Regulations, and any amendments thereto, Developer reserves a servitude across the Property to maintain and carry on upon such portion of the Property as Developer may reasonably deem necessary, such facilities and activities as in the sole opinion of Developer may be required or convenient for Developer's development, construction and sales activities related to property hereby and hereafter subjected to this Declaration or for the development, construction or benefit of any neighboring property (including the Goodwood Home and the Goodwood Tract) including, but not limited to: the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Property, including, without limitation, any Lot; the right to tie into any portion of the Property with streets, driveways, paths, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Property; the right to grant servitudes over, under, in or on the Property, including without limitation the Lots, for the benefit of neighboring properties (including the Goodwood Home and the Goodwood Tract) for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Property; the right to convert Lots (with the consent of the Owner thereof) to Streets; the right to construct recreational facilities, utilities and other improvements on Lots owned by Developer; the right to carry on sales and promotional activities in the Property; the right to construct and operate business offices, signs, construction trailers, model residences and sales offices; the right to construct and operate permitted commercial and other activities within the Goodwood Home and the Goodwood Tract. Developer may use residences, offices or other buildings owned or leased by Developer as model residences and sales offices without charge.

3.8 Servitudes in Favor of Lots. Developer hereby creates and grants the following servitudes in favor of each Lot:

A. **Encroachment Servitude.** There shall be reciprocal appurtenant servitudes in favor of each Lot for encroachment, and for maintenance and use of any permitted encroachment, between adjacent Lots due to the unintentional placement or setting or shifting of the Improvements constructed, reconstructed, or altered on a Lot (in accordance with the terms of this Declaration) to a distance of not more than thirty inches (30”) on a Lot, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall any servitude for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner or occupant.

B. **Construction/Maintenance Servitude.** There is hereby granted a servitude in favor of each Lot across that portion of each adjoining Lot or Commons which is no more than five (5) feet away from the boundary of the Lot in whose favor such servitude has been created. The servitude created herein may be used only in compliance with the following requirements: (a) in conjunction with the construction, maintenance and/or repair of Improvements constructed on the Lot in whose favor the servitude is created, including but not limited to Garden Walls and Garages; (b) with the exception of an emergency, no use may be made of the servitudes granted herein without providing at least ten (10) Days prior written notice to the Owner of the Lot burdened with the servitude (the “**Servient Lot**”) of the intention to use the servitude burdening the Servient Lot, and during those ten (10) Days the Owner of the Servient Lot shall provide the notifying Owner of any reasonable restrictions (including the time of access) which the Owner of the Servient Lot requires to be honored by the notifying Owner; (c) if the notifying Owner is willing to comply with the restrictions provided by the Owner of the Servient Lot, as contemplated by the preceding subpart (b), then the notifying Owner may proceed with the repair and maintenance provided that said Owner also complies with the requirements established by the Guiding Principles and /or any applicable Rules and Regulations; (d) if the notifying Owner believes the restrictions provided by the Owner of the Servient Lot, as contemplated by the preceding subpart (b) are not reasonable, and cannot resolve the issue with the Owner of the Servient Lot, then the notifying Owner who wishes to use the servitude granted on the Servient Lot shall apply to the Developer (during the Class B Control Period) or the Board (after termination of the Class B Control Period), which shall grant a hearing to all Owners involved with respect to any request submitted to the Developer/Board, under the preceding subpart (d), and any decision rendered by the Developer/Board shall be final and binding on all Owners involved in the application submitted pursuant to subpart (d) of this Section 3.8(B); and (e) each grantee, after any use or exercise by such grantee of the rights herein granted, shall restore the surface of the immovable property subject to the servitude to a condition as close as is reasonably possible to that which existed prior to such use or exercise, provided that such grantee shall not be required to replace, or otherwise repair any Improvements, trees, shrubs or other obstructions which interfere with the use of the servitude granted pursuant to this Section 3.8(B) and which are damaged through the reasonable exercise of the servitudes granted pursuant to this Section 3.8(B).

Article 4.
Common Areas

Certain property within Adella at Old Goodwood, called the “Commons,” is to be owned and maintained by the Association for the benefit of all Owners.

4.1 Common Areas. Each Lot at the Development has pedestrian access to various green space and other Common Areas designed and intended for the benefit and enjoyment of all Owners and, where applicable, their invited guests, and is subject to the rights and servitudes granted in favor of the Developer and the Goodwood Home and Goodwood Tract. These areas can be used by Owners and residents for individual and family recreation, and include, among other things, Open Space, sidewalks, on-street parking, pedestrian walkways, gates, and other amenities. Owners’ use of the Common Areas is governed by the provisions of this Article 4, any other applicable provisions of this Declaration, and the Rules and Regulations.

4.2 Title and Use of the Commons. The Commons shall be owned by the Association for the benefit of all Owners (subject to the rights granted in this Declaration to the owners, invited guests and patrons of the Goodwood Home and Goodwood Tract). Each Owner shall have a nonexclusive right to use the Commons in accordance with this Declaration and the Rules and Regulations.

4.3 Open Space. The Development includes Open Space designated for the exclusive enjoyment of Owners and their invited guests (subject to the rights granted in this Declaration to the owners, invited guests and patrons of the Goodwood Home and Goodwood Tract). The Developer has established the following set of rules governing the safe, enjoyable use of the Open Space within the Development set forth below (the “**Open Space Rules**”):

- i. The Open Space shall be accessible to Owners 24 hours a day, 7 days a week unless an approved event is being held.
- ii. Any activity being performed in the Open Space before 9:00 am or after 9:00 pm shall not cause any significant, audible or visual disturbance to residents who live adjacent to the Open Space being used.
- iii. No individuals or groups will be permitted to purchase or sell any food, drinks or novelties within the confines of the Open Space.
- iv. There shall be no trapping, hunting, discharging of firearms, or other noisemaking devices whatsoever in the Open Space.
- v. Pets must be leashed and Owners are responsible for the prompt removal of any waste caused by their pet.
- vi. Owners and Owner’s guests are responsible for the prompt disposal of any trash or debris introduced by any sanctioned activity held in the Open Space.
- vii. Climbing or entering any tree, statue, fountain, fence, gateway, or railing within the Open Space, or using any structure within the Open Space for other than the purpose for which it is intended and in accordance with the regulations applying thereto, is strictly prohibited.
- viii. Defacing, injuring, moving or removing any sign, notice or label placed within the Open Space or within the Development, writing upon, defacing, defiling or otherwise injuring any building, fence, fountain, seat, statue, gateway, wall, or other structure within the Development, is strictly prohibited.
- ix. No boisterous, indecent, vulgar language or harassment will be tolerated, nor shall any public nuisance be permitted or tolerated.
- x. Cutting, destroying, removing or defacing any flowers, plants, grass, trees or shrubbery, or any other property in the Open Space is strictly prohibited and will subject the Owner to fines.

- xi. Engaging in formal organized games of golf, tennis, baseball, softball, football, soccer, or other events on the Open Space is prohibited unless approved by the Developer.
- xii. Open fires in the Open Space are strictly prohibited.

The Open Space Rules may be modified, amended or adjusted at the sole discretion of the Developer and/or the Association.

4.4 Sidewalks. The sidewalks throughout the Development are for the exclusive use of Owners, residents and their invited guests, and the Developer as the Owner of the Goodwood Home and the Goodwood Tract (and its successors and assigns) and its invitees, guests, lessees, licensees and other patrons of the Goodwood Home and the Goodwood Tract for the purpose of accessing the Goodwood Home and the Goodwood Tract and participating in Developer-sponsored events and activities.

4.5 Street Regulation and Parking. The Developer/Association may make Rules and Regulations concerning driving and parking within the Development, and may construct speed bumps, post speed limit or other traffic signs, including no parking signs, and take any other reasonable measures to discourage excessive speed, encourage safe driving and regulate parking on the Streets. The Association may, but shall not be obligated to, hire private security personnel for the purpose of enforcing any driving and parking rules or regulations adopted in accordance with this Section 4.5, including imposing fines and hiring private companies to tow and impound vehicles found to be in violation of such Rules and Regulations. The amount of any fines shall be set by the Association. Failure by any Owner to pay any fines in accordance with the Rules and Regulations may result in liens being filed against such Owner’s Lot. Neither Developer nor the Association shall be held liable for any loss or injury resulting from any such enforcement or failure to enforce. Notwithstanding anything to the contrary contained herein, Developer shall have the right, in its sole discretion, to restrict or prohibit parking in any Common Area, Street, Right of Way or any other part of Developer’s Property that is not a Lot for any purposes, including but not limited to maintenance, events, or activities. Streets shall not be used for any skateboarding, motorbikes, motorcycles, or motorized recreational vehicles of any type (excluding electric golf carts or vehicles), except for street legal and state-licensed motorcycles for purposes of ingress and egress only, and only to the extent such motorcycles do not cause a nuisance to other Owners.

4.6 Street-Side Parking. Street-side parking is available for the exclusive use of Owners, residents and their invited guests, and the owners, invited guests and patrons of the Goodwood Home and Goodwood Tract. On-Street parking stalls are not designed to accommodate long-term or “overflow” parking for Owners, residents and their invited guests. Cars may not be parked in on-street parking stalls for a period longer than thirty-six (36) consecutive hours without permission from the Association or Developer.

4.7 Pedestrian Walkways. the Development is connected by a network of pedestrian walkways. These walkways are for exclusive use of the Owners, residents and their invited guests, and the owners, invited guests and patrons of the Goodwood Home and Goodwood Tract. The Owners of Lots adjacent to such walkways shall not add, modify or alter any aspect of these walkways to accommodate their personal property or for any other reason. Owners, residents

and invited guests shall not loiter in any pedestrian walkway, but shall only utilize these walkways as a means of accessing the Open Space and other Common Areas, and the Goodwood Home and Goodwood Tract. Pedestrian walkways shall be used for walking, jogging and bicycling only.

4.8 **Gates.**

A. **Gate Locations.** the Development is a private, gated community with two (2) access gates — one (1) located at the entry/exit from Goodwood Avenue and one (1) at the Government Street entry/exit. Remote sensors will be provided to Owners and the owners of the Goodwood Home and Goodwood Tract to facilitate convenient, 24-hour access to the Development.

B. **Safety.** Residents and/or their guests are strictly prohibited from climbing or playing on or near the gates of the Development. The Developer and the Association are not responsible for any vehicular damage or personal injury resulting from improper use of the gate(s).

C. **Operation.** Each gate will automatically open when a sensor slowly approaches. Drivers should approach an entry gate slowly, allowing sufficient room for the gate to open, and then proceed through the gate without stopping. The gate will remain open long enough for a single vehicle to pass through and will immediately begin closing to prevent “follow through.” The Developer and the Association are not responsible for any vehicular damage or personal injury resulting from improper use of the gate(s).

D. **Sensors.** Owners will be given two (2) sensors that will provide 24-hour access to the Development at no cost. Additional sensors are available to Owners in Good Standing upon the submission to the Association of a completed application for an additional sensor and an accompanying non-refundable fee of \$250. Sharing sensors jeopardizes the security of the Development and is strictly prohibited. Any violation of this provision will result in a \$500 fine to the Owner(s) found to have supplied the sensor in question.

E. **Loss of Sensor/Replacement of Sensor.** Residents agree to notify the Developer’s Representative and Association immediately upon learning of a lost, stolen or damaged sensor. A replacement sensor will be provided at a cost of \$250 per incident.

F. **Visitor Access.** All visitors to Lots within the Development will be required to enter the Development from Goodwood Avenue using the call box located to the right of the entry. The visitor will call the Owner using the call box and request entry. Visitors may not follow residents through the gates. The gate is timed to close after a vehicle has passed through. The Developer and the Association are not responsible for any vehicular damage or personal injury resulting from improper use of the gate(s).

G. **Returning Sensors.** All sensors must be returned to the Association upon the sale of any Lot. Selling Owners may not provide their current sensor(s) directly to the Lot’s buyer. Any sensor not returned to the Association will be deactivated.

4.9 Tree Protection. There are many old tree specimens located on the Property, including several Live Oak trees. The Developer has taken extensive steps to ensure the health, sustainability and beauty of the trees on the Property. All trees located in the Common Areas are designated as “protected trees”.

A. Restrictions for Common Area Trees. Owners, residents and/or their invited guests are strictly prohibited from climbing, altering, improving, or removing trees located in the Common Areas. Owners and Residents who alter or damage trees (or whose guests alter or damage trees) located in the Common Areas are subject to fines and legal action. No trees are to be removed without prior approval from the Developer/ARC.

B. Construction Restrictions for Common Area Trees. All Contractors and Subcontractors working in the Development must observe any and all posted warnings and advisories to ensure comprehensive tree protection during the construction process. Contractors or Sub-Contractors who alter or damage trees located in the Common Areas are subject to fines and legal action. Contractors will be considered fully liable for their Sub-Contractors performing work in the Development. Under no circumstance is any Contractor or Sub-Contractor allowed to remove, alter, temporarily move or violate any protective fencing around the protected trees. Any violation of this Section by an Owner, Resident, invited guest, or an Owner’s Contractor and its Sub-Contractors will result in a \$1,000 fine to the Owner, and Owner and Owner’s Contractor and its Sub-Contractors shall be jointly and severally liable for any damage or destruction of a protected tree, including but not limited to the cost of replacement or repair of said protected tree.

4.10 Security Systems. Developer or Association may, at any time, in their sole and absolute discretion, install security cameras or other security devices as they deem necessary for the protection of the Development. All security measures shall be paid for out of Assessments. Developer and the Association may adopt Rules and Regulations providing for security measures, parking and traffic regulations, or such other policing power, which may include enforcement through fines and penalties, with failure to pay such fines permitting the Developer or the Association to file a lien against any Lot owned by the Person found to be in violation of such Rule or Regulation. Owners shall be responsible for violations of the Rules and Regulations by any resident of Owner’s Lot or any of Owner’s or such resident’s invited guests. All footage is the property of the Association and may be requested by any Owner in Good Standing. The Developer and the Association do not make any representation regarding the adequacy of any such security measures, and do not assume any liability for any loss or injury sustained as a result of any such security or traffic control measures or the lack thereof Developer and the Association shall not be liable for any loss, damage or injury in the event of criminal activity within or adjacent to the Development.

4.11 Adoption and Modification of Rules and Regulations. The Board may adopt, amend or modify Rules and Regulations pertaining to Common Areas in the same manner provided for the modification of the Bylaws, including policies allowing all or portions of the Commons to be available to Owners for private events (for which a fee may be charged).

4.12 Maintenance and Capital Improvements to Common Areas. The Association shall have the sole responsibility for the management, control and improvement of the Commons and shall keep such Commons attractive, clean and in good repair, including without limitation, the

Declaration. The Association may acquire, hold and dispose of tangible and intangible personal property and immovable property.

6.2 Maintenance Responsibility. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Commons. The Association’s maintenance responsibility with respect to the Commons shall be deemed to include, but not be limited to the maintenance and repair of all improvements situated on any Common Area.

A. General. The Association shall maintain and be responsible for the improvements constructed near the entrance of the Development including but not limited to the masonry wall, the entryways at Goodwood Avenue and Government Street, lighting (including poles, bases and fixtures), landscaping, irrigation, electric service, and improvements situated near the Goodwood Home.

B. Landscaping. The Association shall also be responsible for mowing, edging, trimming and/ or maintaining all plantings or landscaping in any portion of the street right-of-way that lies adjacent to the Common Areas, i.e., those portions of the street rights-of-way that are adjacent to the Common Areas at the entrance to the Development.

C. Insurance. The Association shall be responsible for maintaining insurance coverages in effect for the Common Areas, in such types and amounts as the Board shall determine in its sole discretion, which may be amended from time to time, as necessary.

6.3 Additional Powers. To the extent permitted by any Governmental Authorities, the Association may, but is not obligated to, provide the following services or engage in the following activities: (a) water, sewer, electrical, telephone, cable television or other utility services, including the supply of irrigation water, and garbage and trash collection and disposal; (b) laundry equipment or services; (c) insect and pest control; (d) the improvement of vegetation, fish and wildlife conditions; (e) pollution and erosion controls; (f) emergency rescue, evacuation or safety equipment; (g) fire protection and prevention; (h) lighting of Streets; (i) security systems and security patrols within the Development; (j) transportation; (k) day care and child care services; (l) landscape maintenance for and within the Commons; (m) recreation, sports, craft and cultural programs, including access to fitness facilities within the Development; (n) newsletters or other information services; (o) maintenance of yards on Lots (which includes without limitation thereto grass cutting and maintenance of shrubbery and flower beds); and (p) any other service allowed, or not prohibited, by law to be provided by a homeowners association organized as a non-profit corporation. To the extent that the Association provides any of the above services or engages in any of the preceding activities, the cost of same shall be billed to the Members as Assessments and, in the discretion of the Board, said costs may be included in either the General Assessment or the Individual Lot Assessments. If requested by at least 20% of the Members, a Special Meeting may be called and the offering of any additional services under this Section 6.3 may be repealed by majority vote of the Members entitled to vote.

6.4 Contracts. The Association may contract with a Manager (which Manager may be the Developer or an affiliate of the Developer) for (a) the performance of all or any portion of the management of the Association; (b) its maintenance and repair obligations; or (c) the purpose of providing any services which the Association is authorized to provide as set forth in this Article

6. The cost of such contract(s) shall be included within the General Assessment, Special Assessment or Individual Lot Assessment as applicable and as determined by the Board. The Association may require that Owners contract with a third party for certain routine yard maintenance (which includes without limitation thereto grass cutting and maintenance of shrubbery and flower beds), in order to provide a uniform level of care within the Development. The Association may also act as an agent for any Owner, but is not obligated, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Lot Assessment; for the purpose of executing this agency, each Owner does grant an irrevocable power of attorney to the Association, which is a power coupled with an interest, and the Association in that capacity may act on behalf of, and as such Owner's agent and attorney in fact to accomplish the authority intended as set forth in this first part of this sentence. The terms and conditions of all such contracts entered into pursuant to this Section 6.4 shall be at the discretion of the Board.

6.5 Membership. Every Owner, by virtue of acquiring title to a Lot, shall be granted membership in the Association. Every Owner shall be a Member. Membership shall be appurtenant to and may not be separated from title to any Lot and will pass automatically to an Owner successor-in-title to the Lot. Membership is restricted to the Owners, and does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation. Such persons shall have no membership interest in the Association. For purposes of Lot 48-A-2, the Colony Club Condominium Association, Inc. shall be deemed the Member of the Association with respect to Lot 48-A-2 rather than the individual Owners of the condominiums constructed on such Lot.

6.6 Notice of Status as Member. With the exception of those Owners who acquire title to a Lot from Developer, each Owner shall, upon acquiring title to a Lot, immediately (a) give written notice to the Association at its registered office that he/she/it has acquired ownership of the Lot (and to the Developer's Representative during the Class B Control Period); and (b) shall include with such notice a copy of the cash sale, deed or other instrument pursuant to which such Owner acquired title to a Lot. The Association shall keep a record of the name and address of Members, which shall include the standing of all Members to ensure accurate voting eligibility. This record shall be updated at the outset of all meetings of the Members. The Association shall be entitled to rely on its records for the purpose of determining the identity and address of such Members, as of the date any notice is to be given, or any decision is to be made. There is no obligation on the part of the Association to check the records of the Clerk of Court at any time for the purpose of determining the identities of the Owners of the Lots. Although the Association may on occasion check the records of the Clerk of Court for the purpose of identifying Owners of Lots, such actions shall not be considered as creating any obligation on the part of the Association to check the records of the clerk of Court at any time thereafter for the purpose of determining the identities of the Owners of Lots. The records of the Association, for the purpose of identifying Members entitled to notice of any meeting of the Members, shall consist of (i) the cash sales, deeds or other instruments pursuant to which Developer initially transferred title to the Lots, and (ii) those notices given to the Association pursuant to the requirements of the first sentence of this Section 6.6.

6.7 Member Voting. The Association shall have two classes of members; however, for so long as there is a Class B Member, only the Class B Member shall have voting rights in the

Association. Notwithstanding anything to the contrary stated this Declaration or any inference to the contrary, the Class A Members shall not be entitled to vote on any matter requiring a vote of the Members until the Class B Control Period is terminated by the Class B Member. The Class B Member shall be the only Member entitled to vote during the Class B Control Period.

A. **Class A.** Class A Members shall be all record Owners of Lots in the Development, with the exception of Developer from and after Developer converts from the Class B Member to a Class A Member upon termination of the Class B Control Period. During the Class B Control Period, Class A Members shall be non-voting Members of the Association, and shall not be entitled to vote on any matter requiring approval of the Members. Upon termination of the Class B Control Period, Class A Members shall be entitled to one (1) vote for each Lot in the Development, regardless of the number of Owners to any particular Lot. Votes may be cast by the record Owner, the Owner's spouse, or by lawful proxy. In the event that more than one person owns an interest in any particular Lot, any Lot Co-Owner is entitled to cast that Lot's vote absent an objection from the other Co-Owner(s). In the event that the Co-Owners of said Lot cannot agree among themselves how to cast any vote, then and in that event no vote shall be cast or counted with respect to the vote upon which the Lot Co-Owners cannot agree. Any Owner may designate a proxy to cast that Owner's vote so long as the proxy is duly executed by the Owner setting forth the meeting at which the proxy shall be valid. The proxy must be presented to the Association's Secretary prior to opening the meeting for which the proxy shall be used.

B. **Class B.** Developer shall be the sole Class B Member of the Association. As the Class B Member, Developer shall have the sole voting rights of the Association. The Class B Membership shall cease and be converted to Class A Membership after the date as of which the Class B Member elects in writing to become a Class A Member, which election shall be at the sole and unfettered discretion of the Class B Member.

6.8 **Member Meetings.**

A. **Annual Meetings.** The annual meeting of the Members shall be held on or before the last business day of the fourth (4th) month following the close of each fiscal year or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board for the purpose of electing the members of the Board and transacting such other business as may properly be brought before the meeting.

B. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or the Articles, may be called by the President, and shall be called by the President or the Secretary (a) when so directed by the Developer, (b) whenever action by the Members is required by this Declaration or the Bylaws, or (c) at the written request of five (5) or more Members in Good Standing. Such request shall state the purpose or purposes of the proposed meeting.

C. **Quorum.** Sixty (60%) percent of the Members entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for any business that may be transacted. No vote of the Members may be conducted in the absence of a quorum. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or by proxy, shall have power to

adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of voting Members shall be present. At such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meetings as originally called. Notwithstanding any inference herein to the contrary, until termination of the Class B Control Period, presence of the Class B Member at a meeting of the Members shall constitute a quorum of the membership.

D. Required Vote. If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless a greater or lesser vote is required by law, this Declaration, the Articles or the Bylaws. During the Class B Control Period, the Class B Member is the only Member entitled to vote, and the only Member whose vote is required for approval of a matter requiring Member approval.

E. Notice. Notice of any meeting of the Members must be given to the Members at least ten (10) Days but not more than fifty (50) Days before the meeting, except in an emergency when whatever notice is reasonable, in the sole discretion of the Board, shall be given. Notice shall be considered as having been duly and properly given, if given to those persons entitled to notice based on the records of the Association, as described in Section 6.6, as of the date any notice is given of the meeting. If mailed, such notice shall be directed to a Member at his post office address last shown on the records of the Association. Notice of any special meeting of Members shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Members shall not be required to be given to any Member who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice. Attendance of a Member at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, and the manner in which it has been called or convened, except when a Member attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business. Notice of any adjourned meeting need not be given otherwise than by announcement at the meeting at which the adjournment is taken.

F. Proxy Voting. At every meeting of the Members, including meetings of Members for the election of the Board of Directors, any Member having the right to vote shall be entitled to vote in person or by proxy.

G. Written Consent in Lieu of Meeting. The Members may approve any matter (specifically including the election of directors) by written consent without a meeting, without prior notice and without a vote; provided, however, such consent shall be required to be given in writing and signed by the percentage of Members entitled to vote as is required by this Declaration, the Articles or the Bylaws, and by the Developer's Representative wherever Developer's consent is required. During the Class B Control Period, the Developer as the Class B Member may approve of any matter requiring Member approval by written consent without a meeting, without prior notice and without a vote. Consents shall be in accordance with the Bylaws and any applicable statutes.

6.9 Board of Directors. The Association shall be governed by a board of directors which shall, on the Members' behalf, direct the day-to-day decisions regarding the maintenance of the Development and the enforcement of this Declaration.

A. Initial Composition. The Board shall initially consist of at least three (3) persons each of whom shall be appointed and removed by Developer at any time during the Class B Control Period.

B. After Class B Termination. Upon termination of the Class B Control Period, the Board shall be elected as provided in the Bylaws.

C. Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for expenses when approved by the Board.

D. Board's Responsibilities. Except as specifically provided in this Article or elsewhere in this Declaration, after the Class B Control Period, the Board shall have the power and the authority to act on behalf of the Association under this Declaration, and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons. All consents, approvals, elections and other action authorized herein to be taken or given by the Association shall require only the approval of the Board, with the exception of those decisions expressly reserved to the Members or requiring the consent and approval of the Developer. If a quorum is present at a meeting of the Board, all decisions of the Board shall be made by a vote of the majority of the directors present at such meeting, with the exception of those cases where a greater vote is required by law, this Declaration, the Articles or Bylaws.

E. Quorum. Voting at a meeting of the Board of Directors requires presence of at least one-half of the directors, in person or by telephone conference or, if allowed by state law, by proxy. If not prohibited by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the directors of the Board (or such other greater percentage as is required by law, this Declaration, the Articles, or Bylaws).

F. Record Keeping. The Board shall keep records of all meetings, both of the Board and the Members. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The records of the Association shall be available for inspection by any Member.

G. Election of Officers. The Board shall elect such officers as are provided for in the Bylaws, in accordance with the procedures set forth in the Bylaws.

6.10 Amendment of Bylaws. The Bylaws of the Association may be altered or amended and new bylaws may be adopted by the Members at any annual or special meeting of the Members or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that, if such action is to be taken at a meeting of the Members, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of meeting. It is

provided, however, that if any amended or new Bylaws conflict with this Declaration, the procedure for amending the Declaration as set forth in Article 14 shall control. No amendment to the Bylaws during the Class B Control Period shall be effective unless approved by the Developer.

Article 7.
Fiscal Affairs

To fulfill its obligation to maintain the Commons and perform such other services as provided by the Association, the Board is responsible for the fiscal management of the Association.

7.1 Books and Records. The Board shall have power to determine which accounts and books of the Association, if any, shall be open to the inspection of Members, except such as may by law or pursuant to this Declaration be specifically open to inspection, and shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts and books which by law or by determination of the Board of Directors shall be open to inspection, and the Members' rights in this respect are and shall be restricted and limited accordingly.

7.2 Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Members, the Association shall prepare: (1) a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its fiscal year, and (2) a profit and loss statement showing the results of its operation during its fiscal year. Upon written request, the Association shall promptly mail to any Member of record a copy of the most recent such balance sheet and profit and loss statement.

7.3 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

7.4 Preparation and Approval of Annual Budget for the Association.

A. Initial Budget. The Developer determined the Association's budget for the fiscal year in which the first Lot was conveyed to an Owner other than Developer.

B. Subsequent Years. Beginning with the year in which the first Lot is conveyed to an Owner other than Developer and each year thereafter, at least one (1) month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the Association for the coming year and set the annual General Assessment at a level sufficient to meet the budget. At least two (2) weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the Association's budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

C. Approval. If the General Assessment is to be increased to greater than 125% of the previous year's General Assessment, and at least 20% of the affected Members request review within thirty (30) Days after the budget is delivered to such Members, the Board shall call a meeting of the Members to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present

and the budget is rejected by a majority of the Members. If the budget is rejected, the Board shall approve a new budget within ten (10) Days and send a copy to each Member.

D. Budget Items. The budget for the Association shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services by the Association as required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Lots by the City of Baton Rouge or the Parish of East Baton Rouge, Louisiana, or by any other Governmental Authority with taxing power, for ad valorem property taxes or any other taxes, the Association shall include such taxes as part of such Association’s budget and shall pay such taxes. Fees for professional management, accounting services, legal counsel and other professional services performed on behalf of the Association may also be included in the Association’s budget.

E. Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the Association’s budget, as applicable, and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members entitled to vote. If the reserves held by the Association are inadequate for any reason, including nonpayment of any Member’s assessment, the Board may at any time levy and collect an emergency assessment in accordance with the provisions for Special Assessment. If there is an excess of reserves held by the Association at the end of the fiscal year and the Board so determines, the excess may be returned on a prorated basis to the Members, as of the date of such decision to refund such excess of reserves, who are current in payment of all assessments due the Association, or may be used to reduce the following year’s Assessments. The Association may rely on its records in determining the names and addresses of Members as of the date of any refund of excess reserves.

F. Effect of Failure to Prepare or Adopt Budget. The Board’s failure or delay in preparing or adopting its annual budget for any fiscal year, or review of such budget under Section 7.4(C), shall not waive or release a Member’s obligation to pay General Assessments, whenever the amount of such Assessment is finally determined. In the absence of an annual budget for the Association, each Member shall continue to pay the General Assessment at the rate established for such Assessment for the previous fiscal period until notified otherwise.

G. Capital Improvements. Any substantial capital improvement to the Commons approved by the Board must be ratified by a majority of the Members entitled to vote. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association’s annual budget, or if cost of the improvement, when added to other capital improvements for the fiscal year in question, totals more than ten percent (10%) of the Association’s annual budget; notwithstanding any inference to the contrary, any repair or

replacement of existing Improvements shall not be considered a capital improvement. Approval of the Developer/ARC is required for all capital improvements. This paragraph shall not be construed to limit the right of Developer to make improvements to the Commons.

H. **Accounts.** Reserves held by the Association shall be kept separate from all other funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

Article 8.
Covenants for Assessments and Fees

8.1 **Fees.**

A. **Returned Check Fee.** Owners shall be charged a \$50.00 fee for any checks payable to the Association for any of the fees or assessments required to be paid pursuant to this Declaration that are returned due to insufficient funds or otherwise (the “NSF Fee”).

B. **Late Fees.** A late fee of \$100.00 per month shall be assessed for all Association fees and Assessments not paid when due (the “Late Fee”).

C. **Lien Fees.** An automatic charge in the amount of \$2,000.00 shall be assessed to Owners should the Association file a lien to collect Assessments as set forth in Section 8.10 (the “Lien Fee”). The purpose of the Lien Fee is to reimburse the Association for all costs incurred in filing a lien as a result of unpaid Assessments, including the Association’s lien preparation costs, administrative costs, filing fees, and attorneys’ fees.

8.2 **Assessments.** Developer, for each Lot owned within the Development, from time to time, hereby covenants, and each Owner of any Lot by acceptance of a cash sale, deed or other transfer instrument, whether or not it shall be so expressed in such cash sale, deed or other transfer instrument, is deemed to covenant and agree to pay to the Association the following for the purposes provided in this Declaration (to be collectively referred to as “Assessments”): (i) General Assessments; (ii) Special Assessments; and (iii) Individual Lot Assessments; together with interest at the rate of ten percent (10%) from that date which is thirty (30) Days after each payment of an Assessment is due, and all costs of collection, if any, including reasonable attorney’s fees whether or not suit is brought or otherwise filed. Upon default in the payment of any one or more installments of any Assessment, the Board may accelerate the entire balance of such Assessments, which shall be declared immediately due and payable in full.

8.3 **Division of Assessments.** General Assessments and Special Assessments shall be assessed among the Lots in proportion to the Lot Owners’ membership interests in the Association set forth on Exhibit E attached hereto. If an Owner combines two (2) Lots or parts of Lots, with appropriate approval to so combine said Lots, and uses them as a single Lot, the Association may (but is not required to) assess them as a single Lot in accordance with regulations consistently applied. Notwithstanding anything to the contrary set forth herein, should the Developer subdivide any Lots into smaller Lots, the Developer shall have the right to reduce the General Assessments and Special Assessments assessed to such Lots. It is understood

that the Association is not required to make the same decision on any requests submitted to them pursuant to this Section 8.3.

8.4 Establishment by Developer and Board. During the Class B Control Period, the Developer shall set the date or dates Assessments become due and may provide for the collection and payment of Assessments annually or in monthly, quarterly or semiannual installments. Following termination of the Class B Control Period, the Board shall set the date or dates General Assessments become due and may provide for collection and payment of Assessments annually or in monthly, quarterly or semiannual installments.

8.5 Date of Commencement. Assessments shall commence as to a Lot on the day of conveyance of the Lot to an Owner other than Developer. The initial General Assessment on any Lot subject to assessment may be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro-rata share of the annual General or Special Assessment charged to each Lot, pro-rated to the day of closing.

8.6 General Assessments.

A. Discretion of Developer and Board. When determining the General Assessment due from each Lot Owner, the Developer (during the Class B Control Period) and the Board (after the Class B Control Period terminates) may, in its sole discretion, but is not obligated to, distinguish between Lots on which Buildings have not been constructed, Lots on which Buildings have been constructed, and Lots on which Buildings are in the process of being constructed.

B. Initial General Assessment. For the Fiscal Year in which this Declaration is recorded, the General Assessment due from the Owners shall be as follows: (i) \$4,800.00 per Lot for Lots 1 through 16 (inclusive), 17-A, 19 through 35 (inclusive), 36-A, 40-A, and 43 through 46 (inclusive); (ii) \$3,600.00 per Lot for Lots 47-A, 47-B, and 47-C; and (iii) \$4,800.00 from the Colony Club Condominium Association, Inc. attributable to Lot 48-A-2. The General Assessment is payable in advance for each calendar month, and such amount may be collected and received by the Board without first establishing a budget. Upon the initial transfer of a Lot from Developer to a third party purchaser, the General Assessment shall be pro-rated based on the actual number of days in the first year of ownership.

C. Subsequent General Assessments. The General Assessment may be thereafter modified without amending this Declaration based on the Association’s annual budget, and shall be payable in such increments as shall be determined by the Developer/Board. Subsequent General Assessments for each Owner shall be calculated by multiplying the total amount of General Assessments set forth in the budget for any Fiscal Year by the percentage of each Owner’s membership interest in the Association, as shown on Exhibit E attached hereto.

D. Rights of Developer. During the Class B Control Period, Developer may, but shall not be obligated to, reduce the General Assessment for any fiscal year by payment of a subsidy, which may be either a contribution, an advance against future Assessments due from Developer, or a loan, in Developer’s sole discretion. Any such subsidy and the nature thereof shall be conspicuously disclosed as a line item in the budget and shall be made known to the

Owners. The payment of such subsidy in any year shall under no circumstances obligate Developer to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Developer.

8.7 Special Assessments.

A. Right to Levy Special Assessments. In addition to the General Assessment, the Developer (during the Class B Control Period) and the Board (after termination of the Class B Control Period) may levy in any fiscal year a Special Assessment on Owners applicable to that year and not more than the next four succeeding years, for the following purposes:

i. Capital Improvements. Any substantial capital improvement which has been approved in accordance with Section 7.4(G) or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

ii. Emergency Assessment. The Developer, or the Board by a two-thirds (2/3) vote (after termination of the Class B Control Period), may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including but not limited to, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

B. Discretion of Developer and Board. When determining the Special Assessment due from each Lot Owner, the Developer (during the Class B Control Period) or the Board (after termination of the Class B Control Period) may, in its sole discretion, but is not obligated to, distinguish between Lots on which Buildings have not been constructed, Lots on which Buildings have been constructed, and Lots on which Buildings are in the process of being constructed. Approved Special Assessments shall be allocated the Owners in proportion to the Owners' membership interests in the Association as set forth on Exhibit E attached hereto.

8.8 Individual Lot Assessments. The Board may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Lot Assessment.

8.9 Exclusion of Goodwood Home from Assessments. The costs associated with the maintenance, operation, capital improvements, or management of the Goodwood Home, or any other costs associated with the Goodwood Home, shall not be included in the Annual Budget of the Association, and no Association Fees or Assessments of any kind shall be levied against the Goodwood Home or its Owners to pay for costs associated with the Goodwood Home.

8.10 Effect of Nonpayment of Assessment / Remedies.

A. Personal Obligation. All Assessments, Late Fees, and the Lien Fee (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Assessment, Late Fee and/or Lien Fee was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

B. Creation of Lien. The Assessment Charge shall also be an encumbrance on the land and shall be a continuing lien upon the Lot against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This encumbrance and lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recordation of the claim of lien and prior to the entry of final judgment of foreclosure. Any subsequent Owner of the Lot shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. The Association may, in its sole discretion, but without any obligation to do so, notify any Person in whose favor a mortgage or other lien has been granted with respect to any Lot whenever the Association files a claim of lien with the Clerk of Court pursuant to this Section 8.10(B).

C. Suit for Payment; Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge(s), or may foreclose the lien in a manner similar to foreclosure of a mortgage-lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

D. Delinquency. Any Owner (including that Owner's lessees, agents, or invitees) deemed to be delinquent in Association-Fees or Assessments shall be prohibited from using any and all Open Space. Any Owner (or their lessees, agents, or invitees) deemed to be delinquent who is found to be utilizing the Open Space in violation of this Section 8.10(D) may be treated as a trespasser. Any delinquent Member will also lose all voting privileges (if any) until all outstanding payments have been made.

E. Other Remedies. In addition to the rights described in Section 8.10 above, the Board shall have the right to suspend the Owner's voting rights and right to use of the Commons for any period during which any Assessment against the said Owner's Lot remains unpaid.

F. Certificate of Payment. The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any Assessments are owed by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid.

Article 9.
Design Review Procedures

9.1 Types of Projects Requiring Design Review and Approval. Any Owner planning to undertake any of the following types of projects on a Lot, unless such project qualifies as a permitted modification under Section 9.3 below or qualifies for an Abbreviated Review under Section 9.2, must submit an Application to the Developer's Representative (during the Class B Control Period) or the ARC (after termination of the Class B Control Period), and obtain the approval of the Developer (during the Class B Control Period) or the ARC (after the Class B Control Period), in advance of commencing Work on such project within the Development (a "**Major Improvement**"). The listing of a particular example of a project under a category does not imply that such Work is permitted, nor does the absence of a particular example of a project

imply that such Work is not subject to review. To the extent that a particular project is otherwise prohibited elsewhere in this Declaration, such prohibition shall control.

A. **New Construction.** Construction of any new, freestanding Building or other structure on a Lot, whether as a main, secondary, Accessory or landscape structure, including but not limited to Fences and walls.

B. **Alterations, Additions or Rehabilitation.** Any new construction, alteration, addition or rehabilitation to an existing Building or structure on a Lot that alters the original massing, exterior finishes, window placement, roof design and/or other significant design elements, other than with duplicates of the original materials and colors. Such improvements include, without limitation, new paint colors (except as provided in Section 9.3(B)), the installation of antennae, satellite dishes or receivers, solar panels or other devices.

C. **Major Site/Landscape Improvements.** Any major exterior Improvements on a Lot, including but not limited to, grading, swimming pools, fountains, driveways, fencing, walls, paving, drainage, outdoor ornamentation, removal or substantial pruning of trees or plants, or any other alteration to an existing landscape that do not constitute a Minor Improvement as defined in Section 9.2.

9.2 **Minor Improvements/Abbreviated Review.** Minor improvements, including but not limited to, modifications to flower beds and gardens, which are being completed independent of any other improvements requiring full design review and approval under Section 9.1, are not subject to the Design Review Procedure outlined in Sections 9.5 through 9.8 (“**Minor Improvements**”). Minor Improvements are subject to an abbreviated two-step review process that includes a simplified review of the proposed project and one construction observation at completion (“**Abbreviated Review Process**”). The Developer shall create an Abbreviated Review Process, and may charge a fee for its review of a Minor Improvement. The ARC shall be responsible for implementing the Abbreviated Review Process after termination of the Class B Control Period. Specific submission requirements and fees will vary based on the nature of the Improvement. Owners and/or their Contractors should contact the Developer’s Representative/ARC (as applicable) to (1) verify whether an improvement qualifies for the Abbreviated Review Process, and (2) obtain a fee estimate and submission requirements prior to commencing work on a Minor Improvement. The Developer/ARC (as applicable) shall have discretion to determine whether a particular project qualifies as a Minor Improvement or requires a full Application, such determination being final and binding, and not subject to review.

9.3 **Permitted Modifications without Developer/ARC Approval.** The following modifications and alterations on a Lot may be completed by an Owner without the prior approval of the Developer or the ARC.

A. **Interiors.** An Owner may remodel, repaint or redecorate the interior of the Buildings and structures on his or her Lot. However, modifications to the interior of porches, patios and similar portions of a Building or structure visible from outside of the Lot shall be subject to approval.

B. Exterior Color. Repainting the exterior of a structure with an approved color does not require approval. Approved colors include those specifically set forth in this Declaration (including its appendices) or in an approved color list maintained by the Developer/ARC.

C. Rebuilding or Repair. Rebuilding or repairs completed in accordance with the originally approved design plan do not require approval.

9.4 Approved Contractors and Other Professionals.

A. Approved Contractors and Professionals. No Owner shall self-contract the construction of any Improvement on any Lot. Contractors, architects and other design professionals selected by an Owner to construct or design Improvements on a Lot must be approved by the Developer (during the Class B Control Period) or the ARC (after termination of the Class B Control Period), in their sole discretion. Any approval of a contractor, architect or design professional is not meant as an endorsement of the ability of that contractor, architect or design professional and shall not be a basis for asserting any liability on the part of the ARC, the Association or the Developer.

B. Minimum Requirements. Contractors, architects and design professionals selected by Owners must, at a minimum, satisfy the following requirements (as applicable):

- i. Architects and Landscape Architects must be licensed by the State of Louisiana;
- ii. Civil Engineers must be licensed by the State of Louisiana;
- iii. Arborists must be certified; and
- iv. General contractors must be licensed by the State of Louisiana, be fully insured, and be bonded.

C. Discretion of Developer/ARC. Approval of a contractor, architect or other design professional is within the sole and uncontrolled discretion of the Developer (during the Class B Control Period) or the ARC (following termination of the Class B Control Period), whether or not such contractor, architect or other design professional otherwise satisfies the minimum requirements set forth in Section 9.4(B).

D. Access to Approved Lists. The list of contractors, architects and other design professionals that have been approved by the Developer/ARC shall be maintained by the Association in the registered office of the Association, and shall be available for review by Owners upon written request to the Association. Contractors, architects and other design professionals may be removed from the approved list, and their approval revoked, at the discretion of the Developer/ARC.

E. Contractor Approval Process. Should an Owner desire to have an Improvement constructed on a Lot by a contractor who is not already approved by the Developer/ARC (as applicable), or to have an Improvement to a Lot designed by an architect or other design

professional who is not already approved by the Developer/ARC (as applicable), the Owner shall submit to the Developer’s Representative (during the Class B Control Period) or the ARC (after termination of the Class B Control Period) an application for contractor/design professional approval, which shall include such information as may be requested by the Developer/ARC. The requested information may include, without limitation thereto, the following: (a) name and address; (b) a listing of other buildings or similar types of improvements constructed or designed, as the case may be, by the proposed contractor or design professional, together with photographs of such buildings or similar types of improvements; (c) a listing of references who may be called to discuss the quality, effectiveness, thoroughness and other aspects of services to be provided by the proposed contractor or design professional; (d) evidence of insurance; (e) evidence of ability to obtain payment and performance bonds, or other evidence of net worth and liquidity; (f) other evidence of ability, as to contractor, to build a building or other improvement in a timely manner, in accordance with plans and specifications; (g) other evidence, as to a design professional, of ability to design and provide specifications of a building or other improvement which would be consistent with the requirements of this Declaration and the Design Guidelines, and (h) completion of a meeting and/or interview with the Developer/ARC (as applicable).

9.5 Design Review Procedure. Every Owner requesting approval of the construction of a Building or other Major Improvement requiring approval under Section 9.1 must submit a complete Application package in accordance with the requirements of this Section 9.5. This Application package shall be submitted in stages, as outlined in the Design Guidelines. Owners and their Contractors are strongly encouraged to discuss proposed projects with the Developer’s Representative (during the Class B Control Period) and the ARC (after termination of the Class B Control Period) as early as possible in the planning process, prior to a formal application to the Developer/ARC. Such discussions of proposed projects are beneficial both to the Developer/ARC and the Owner, and helps to ensure that Owners are planning and designing their Projects consistent with the requirements of this Declaration.

A. Design Review Application Package Checklist.

- i. Completed Application
- ii. Preliminary Design Review Fee (see Section 9.10)
- iii. Property Survey: (1”=20’ minimum scale) prepared by a licensed surveyor indicating property boundaries, the area of the Lot, all easements of record, existing utilities, existing topography at 1’ contour intervals, All setbacks, all existing trees of size, other legal encumbrances, existing building information, and/or relevant adjacent building information.
- iv. Architectural Site Plan/Staking Plan: (1”=20’ minimum scale) showing the Lot, and illustrating the layout of building corners and site improvements, including dimensions from building corners to property/setback lines.
- v. Site Sections: (1”=20’ minimum scale) showing proposed buildings, building heights, elevations and existing and finished grades in relation to the surrounding site,

including adjacent buildings and roads, if required by the Developer/ARC. This drawing, if required, should clearly illustrate how the proposed design conforms to the building height requirements, existing and proposed grades and adjoining buildings.

- vi. Floor Plans / Roof Plans: (.25"=1' minimum scale) includes all proposed uses, proposed walls, door and window locations, overall dimensions, and total heated square footage for all main, secondary and Accessory Structures.
- vii. Schematic Elevations: (.125"=1' minimum scale) includes building heights, roof pitch, existing and finished grades and notation of exterior materials.
- viii. Conceptual Landscape Plan: (1"=20' minimum scale) a conceptual plan showing irrigated areas, areas of planting, a preliminary plant list, extent of lawns, areas to be revegetated, water features, patios, decks, courtyards, fences, schematic utility layout, service areas and any other significant design elements.
- ix. Color / Material Board: (8.5" x 11") including material, style and color of the roof, exterior walls, exterior trim, window, exterior doors, exterior rails, fencing and paving.
- x. Design Guideline Documents: any other documents required under the Design Guidelines.

B. Submission Requirements. Submissions shall occur in stages, as set forth in the Design Guidelines. An Owner's Application Package will not be approved until the requirements for each stage have been satisfied and approved by the Developer/ARC. Upon completion of all stages of the design phase set forth in the Design Guidelines, Applicants must submit one (1) full-size printed set of the complete Application Package, one (1) 11x17 printed set of the Application Package, and one (1) PDF of the complete set submitted electronically to the Developer's Representative/ARC Committee Liaison (as applicable).

9.6 Design Review and Approval Process.

- A. Review Meeting.** When necessary, the Developer's Representative/ARC (as applicable) may schedule one or more in-person meetings with the Applicant during the design phase, and may schedule a meeting with the Applicant within ten (10) Days of the final submission of the complete Application Package to review Applicant's Application Package. The registered architect or other design professional for the proposed project must attend the meeting(s) or be available via conference call during the meeting(s), or the project will not be considered by the Developer/ARC. The Developer/ARC may schedule more than one Application Package for review at any Review Meeting, in its discretion. The Developer/ARC will make every reasonable effort to comply with the time schedule set forth in this Declaration for design review. The Developer/ARC shall not be held liable for delays or costs associated with delays that are caused by circumstances beyond the Developer's/ARC'S control.
- B. Notice of Decision.** The Developer/ARC will issue a decision (either approval, conditional approval or disapproval) via email within ten (10) business days of the submission of the complete Application Package (or within 10 business days of the Developer/ARC meeting at which the Application Package is considered, if applicable).

C. **Conditional Approval.** The Developer/ARC may grant approval contingent upon outlined conditions and/or changes. If an Application is conditionally approved, the applicant may submit a revised Application for reconsideration along with the submission of the Final Design Review Fee set forth in Section 9.10.

D. **Disapproval.** If the decision of the Developer/ARC is to disapprove the Application, the Developer/ARC will provide the Owner and architect with a written statement of the basis for such disapproval to assist the architect or other design professional in redesigning the project so as to obtain approval. In the event that an Application is not approved, the Owner and designer must follow the same procedure as the initial Application when resubmitting the project for review and approval. An additional Review Fee may be required for each resubmission in accordance with Section 9.10.

E. **Actions of the ARC.** The ARC' s decision on an Application (after termination of the Class B Control Period) will be based on a vote of the majority of the members of the ARC. Any action required to be taken by the ARC may be taken regardless of its ability to achieve a quorum. The ARC will keep and maintain a record of all actions taken by it.

F. **Basis for Decision.** Applications shall be approved or denied based upon compliance with the Design Review Procedure outlined in this Article and the restrictions and covenants set forth in Article 12 and the Design Guidelines. This Declaration and the Design Guidelines provide many, but not all factors to be considered by the Developer/ARC in reviewing Applications. Each Owner agrees and acknowledges that the Design Guidelines and Article 12 are not a complete listing and that in reviewing Applications the Developer/ARC may consider such other factors as the Developer/ARC may in their sole discretion deem appropriate. In addition to compliance with this Declaration, the additional factors to be considered by the Developer/ARC in reviewing plans and specifications submitted to it shall be (a) the quality of workmanship and material; (b) the architectural style or design; (c) the aesthetic use of materials, color and location in the proposed Improvements; (d) conformity with good aesthetic design practices; (e) the quality and size of the proposed Improvements; (f) the good aesthetic use of materials, color and location in relation to surrounding structures and topography; (g) harmony of design with existing Buildings and other Improvements; (h) avoidance of duplication or repetitive designs for Buildings and other Improvements; and (i) whether the design or design components are historically accurate.

9.7 **Construction Administration.**

A. **Commencement.** Once an applicant has been notified by the Developer/ARC of the approval of its Application, construction of the Improvements may begin. All construction must comply with the plans and specifications approved by the Developer/ARC. The Developer/ARC may impose conditions for the placement of dumpsters, pods, materials or equipment, including vehicles used during construction.

B. **Periodic Inspections and Reports.** Once an Application has been approved, periodic inspections will be made by the Developer, the ARC, and/or a duly appointed agent or designee. The purpose of these inspections is to ensure construction is in compliance with the approved plan and specifications. Applicants will be required to pay the fees set forth in the

Design Guidelines for each required inspection. The following inspections shall be required for approved projects, as applicable:

i. Foundation and Grading Inspection and Report: For projects that require the pouring of a foundation, such as new construction, the project shall be inspected at the time that the slab is formed and prior to foundation pouring. This inspection and the resulting report will ensure the actual foundation and grading for the project corresponds with the Construction Documents and Plot Plan. The final Foundation and Grading Report must be reviewed and approved by the Developer/ARC (as applicable) or their appointed agents, before further Work on the project may occur.

ii. Framing and Window Inspection and Report: For projects that involve the installation of new or altered windows, the project shall be inspected at the time that the window openings have been framed, but prior to the installation of any windows. The purpose of this inspection is to check that the existing framing and window location corresponds with the Construction Documents. This inspection and report shall be completed prior to any exterior material installation. The final Framing and Window Report must be reviewed and approved by the Developer/ARC (as applicable) or their appointed agents, before further work on the project may occur.

iii. Exterior Finishes: For projects that involve alteration or modification of exterior finishes, including but not limited to the application of new paint colors, a project shall be inspected after finishing work has been done to the exterior of the structure. The purpose of this inspection is to verify that all exterior finishes coincide with the finishes and colors outlined in the Design Guidelines and approved by the Developer/ARC.

iv. Landscaping/Hardscaping: For projects that involve landscaping or hardscaping, a project shall be inspected after all landscaping and hardscaping has been completed. The purpose of this inspection is to verify that all landscaping and hardscaping has been completed in accordance with the Landscape Plan.

v. Substantial Completion. All projects shall be inspected after substantial completion of the Project. The purpose of this inspection is to verify that all components of the Project have been completed in accordance with the approved Construction Documents.

vi. Final Completion. All projects shall be inspected after final completion of the Project. The purpose of this inspection is to verify that all components of the Project have been completed in accordance with the approved Construction Documents.

vii. Additional Inspections: The ARC or the Developer may perform additional inspections of a project as the work progresses, as the ARC or the Developer may, in their sole discretion, determine are appropriate. The ARC and the Developer shall have the right to conduct inspections of the Work on any Minor Improvements or permitted modifications not requiring Developer/ARC approval under Section 9.3, in their discretion.

9.8 Required Construction Timeline. The Developer/ARC shall notify the applicant of its decision within the time limits established in this Declaration. If approval is given or deemed to be given, construction of the Improvements may begin. All construction must comply with the

plans and specifications approved by the Developer/ARC. If construction does not commence on any Work for which approval has been granted within twelve (12) months of final approval, the approval shall expire and the Owner must re-submit its plans for reconsideration in accordance with the Design Review Procedure then in effect prior to commencing Work. All Work shall be completed within eighteen (18) months of the date the building permit for the Improvement was issued or such other period as may be specified in the notice of approval (the “**Completion Period**”), unless delayed due to causes beyond the reasonable control of the Owner, such as an event of force majeure, hurricane, act of God, fire, explosion, extraordinary flood or similar occurrence (but not including reasonably foreseeable weather conditions). If all such Work is not substantially complete within the Completion Period, Owner shall pay to the Association the sum of two-hundred and no/100 dollars (\$200.00) per day for each day which improvements remain uncompleted until the date of substantial completion.

9.9 Design Changes. If the Owner desires to make construction, landscaping or other changes to the intended Improvements that differ from the approved Application, the Owner must first submit a design change application (a “**Design Change Application**”) to the Developer’s Representative (during the Class B Control Period) or the ARC (after termination of the Class B Control Period) along with the Design Change Review Fee required by Section 9.10. The Owner must provide the Developer/ARC with any supporting documentation required by the Developer/ARC along with that application, including revised versions of the documents required under Section 9.5(A) above. The Developer/ARC reserves the right to retain all or part of the Construction Compliance Deposit required pursuant to Section 11.3 should an Owner not receive approval prior to modifying a previously approved plan.

9.10 Schedule of Fees. The following fees shall be charged to Owners submitting Applications for initial consideration, Design Change Applications, or resubmitting Applications after an initial Application was disapproved: (i) Design Review Fees: As set forth in the Design Guidelines attached as Exhibit D; (ii) Final Design Review Fee: \$500.00 (applicable if revised Application Package is submitted; (iii) after initial Application Package receives Conditional Approval); and (iv) Design Change Review Fee to be determined upon submission of the Design Change Application, based on the scope of the proposed Design Change and the estimated number of hours required to review the Design Change Application. The Resubmission Review Fee for previously Disapproved Plan shall be \$500.00. The Developer (during the Class B Control Period) and the Board (after termination of the Class B Control Period), in its sole discretion, may waive a Review Fee or increase the amount which must be paid as a Review Fee in conjunction with the submissions of plans pursuant to this Article 9.

9.11 Violations/Enforcement. Any structure or Improvement placed or made in violation of this Article shall be deemed to be nonconforming. If any construction is begun or completed which has not been approved or which deviates from the approved plans, upon written request from the Developer (during the Class B Control Period) or the ARC (after termination of the Class B Control Period), an Owner shall, at its own cost and expense, remove such nonconforming structure or Improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Developer, the Association, the ARC and their agents shall have the right to enter the property, remove the nonconforming structure or Improvement, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation,

attorney’s fees, may be assessed as a lien against the Lot. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the approved design plan may be excluded by the Developer/ARC from any future work or entry onto the Developer’s Property, subject to any applicable notice and hearing procedures required by law. In such event, the ARC, the Developer, and the officers, directors, members, employees and agents of any of them shall not be held liable to any Person for exercising the rights granted by this Section 9.11. In addition to any other remedies available to the Developer, the Association or the ARC, in the event of noncompliance with this Article, the Developer or the ARC (as applicable) may record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition to the foregoing, the Developer or the Association may bring an action for specific performance, declaratory judgment, injunction, and any and all remedies available at law and equity to enforce the provisions of this Article, and shall be entitled to recover their actual attorney’s fees and costs in bringing such action.

9.12 Variances. The Developer (during the Class B Control Period) and the ARC (after termination of the Class B Control Period) shall have the right and power to grant variances from compliance with any provision of this Declaration or any provision in the Design Guidelines, including without limitation, payment of fees, the approval of different building typologies than, or variances from, the building typologies identified in the Design Guidelines, as well as requirements regarding height and use, placement/parking and encroachments, with respect to any Lot. Any building restrictions, including without limitation those addressing the face direction, location, setbacks or materials for Buildings or other Improvements, may be modified when, in the sole and absolute discretion of the Developer (during the Class B Control Period) or the ARC (after termination of the Class B Control Period), circumstances such as topography, natural obstructions, hardship, or aesthetic, economic or environmental considerations, warrant a variance and such variance would otherwise be consistent with the overall plan for the Development. All variances must be evidenced in writing from the Developer/ARC in order to have legal effect. If a variance is granted, no violation of this Declaration or the Design Guidelines, shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration for any purposes except as to the particular instance covered by the variance, and in no case shall the granting of a variance in one instance obligate the Developer/ARC to grant a variance in another instance.

9.13 Limitations and Release of Liability.

A. The purpose of the review of plans and specifications by the Developer/ARC is to protect and enhance the aesthetic and monetary values of the Development and each Owner’s Lot and to maximize compliance with the Declaration and the Design Guidelines, for the benefit of all Owners. In performing its functions, the Developer/ARC does not warrant, guarantee, recommend, approve, certify or endorse any particular architectural, engineering or structural design, or any plan, specification, material, construction method or practice, as to its safety, freedom of defects, durability, fitness or suitability for intended use, strength or other characteristics.

B. Neither the approval by the Developer or ARC of any plans or specifications for any Work nor any review, inspection or observation of such Work shall in any manner constitute

a warranty, representation or the undertaking of any duty or obligation on the part of the ARC, the Board, the Association, the Developer, or their respective members, agents, employees, partners, and representatives, to any person, that any method, practice, design, material or structure, contained, shown or specified in any plans or specifications approved by the Developer or ARC, or reviewed, inspected or observed by the Developer or the ARC or its members, (a) is safe or proper or sound or free from defects or vices or is invested with any quality or characteristic whatsoever, (b) complies with the requirements of this Declaration and the Design Guidelines, (c) complies with the requirements of any contract, agreement or instrument, (d) complies with the requirements of any law, ordinance or regulation applicable to Owner's Lot and/or the Work which Owner proposes to have performed on the Lot, or (e) does not create an encroachment on a Utility Servitude for which permission must be obtained from those utilities using the Utility Servitude.

C. Each person who submits plans and specifications to the Developer or ARC for particular Work, each Owner who performs or contracts for the performance of such Work on any Lot pursuant to such plans and specifications, and each architect, engineer, contractor, subcontractor, supplier, design professional, materialman or other person who participates or engages in any Work on any Lot pursuant to such plans and specifications, hereby fully releases and discharges the ARC and its members; the Board, the Association, the Developer, and each of their partners, members, employees, agents and representatives, from all claims, demands, causes of action, suits, liabilities, damages, costs and fees arising out of any act, or fault by any person, or any defect, vice, hazard or failure, in any material, Lot or Improvement, relating in any way to such Work.

D. The Developer (during the Class B Control Period) and the ARC (after termination of the Class B Control Period) shall have the power and authority to reject any plans or specifications for any Work that in the sole opinion of the Developer/ARC does not meet the requirements of this Declaration and/or the Design Guidelines, and any Owner whose plans or specifications have been so rejected does hereby fully release and discharge the ARC, the Board, the Association, the Developer, and their officers, directors, members, employees, agents and representatives, from all claims, demands, causes of action, suits, liabilities, damages, costs and fees arising out of such rejection of plans or specifications, the opinion of the Developer/ARC being final and binding and not subject to any claim or challenge whatsoever. Should any Owner nevertheless make any claim or challenge to the rejection by the Developer/ARC of any plans or specifications, such Owner agrees to pay the actual attorneys' fees, costs and expenses incurred by the Developer/ARC in defending or responding to such claim or challenge.

E. The ARC, the Board, the Association, the Developer, and their officers, directors, members, employees, agents and representatives, shall not be liable to any Owner or any other Person for any damage, loss or prejudice suffered or claimed on account of (1) approving or disapproving any plans, specifications, and other materials, whether or not defective, (2) constructing or performing any work, whether or not pursuant to approved plans, specifications, and other materials, (3) executing and recording a form of approval or disapproval, whether or not the facts stated therein are correct, or (4) performing any other function pursuant to the provisions of this Declaration.

9.14 Use of Materials or Components. The use of any material or components as indicated within the Guiding Principles or this Declaration shall be solely at the risk of the Owner of a Lot and shall import no liability to the Association, Developer, the ARC, or their assigns. The materials listed in the Guiding Principles or in this Declaration are not intended to constitute or otherwise create any representations, guarantees, or warranties to any party in relation to the structural integrity or adequacy when used for any component of Improvements to be built within the Development. It shall be the responsibility of the Owner, or other proposer, when considering usage of any material on any project within the Development to have an independent review and evaluation of the adequacy of any component or element contained herein to assure their acceptability for the intended end uses.

9.15 Modification of Design Guidelines and Design Review Procedure. The Developer (during the Class B Control Period) and the ARC (after termination of the Class B Control Period) may, subject to any applicable zoning, revise any part of the Design Guidelines and/or the Design Review Procedure, and supplement the Design Guidelines and/or the Design Review Procedure, from time to time for any of the following reasons: (i) To make changes which the Developer/ARC believes will better accomplish the objectives set forth in this Declaration; (ii) To adjust for market conditions so as to improve the value of all or some of the Lots; and/or (iii) To recognize changing land use conditions over time, both from within and outside the Development. The Design Guidelines and the Design Review Procedure, together with all changes to same adopted by the Developer/ARC, shall be available for review in the registered office of the Association during normal business hours. Any Owner wishing to have a copy of the Design Guidelines and/or the Design Review Procedure, together with all changes to same adopted by the Developer/ARC, shall pay the cost of reproducing same to the Association which shall be calculated on the basis of \$0.50 per page; provided, however, there shall be no charge for the first copy of each document with respect to each Lot. During the Class B Control Period, no change may be made to the Design Guidelines and/or Design Review Procedure without the express written consent of Developer. On request of the Developer or the ARC (as applicable), the Board shall, without the consent of the Members, file any amendments to this Declaration at any time which add to, change or otherwise modify the Design Guidelines and/or Design Review Procedure. Modifications and changes to the Design Guidelines and/or the Design Review Procedure shall not affect or bear on the construction of Buildings within the Development to the extent such Buildings have been constructed prior to the adoption of such modification or other amendment; but such modifications and changes shall be effective with respect to any alterations or other additions to Buildings constructed after the date of such amendments or modifications.

Article 10.
Architectural Review Committee

10.1 Purpose and Powers. The Architectural Review Committee ("ARC") shall be an agency, department or division of the Association charged with reviewing and approving the installation, construction or modification of any Improvement within the Development following termination of the Class B Control Period. The purpose of the ARC is to preserve the natural beauty of the Development and its setting and to ensure that construction within the Development is completed in accordance with the requirements of this Declaration and the Guiding Principles. It also guarantees the Development is a pleasant and desirable living environment with consistent quality, aesthetics and value. The ARC is charged with reviewing

the proposed installation, construction or alteration of any Improvement on any Lot following termination of the Class B Control Period: (i) to ensure that such proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Property; and (ii) as to the location of Buildings with respect to topography, finished ground elevation and surrounding Buildings. To the extent necessary to carry out such purpose, the ARC is vested with all of the powers and duties to do each and every thing incidental to the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove Applications (as set forth herein) for any installation, construction or alteration of any Improvement on any Lot following termination of the Class B Control Period. Notwithstanding anything contained in this Declaration to the contrary, during the Class B Control Period, the Developer shall have sole responsibility and authority for reviewing and approving proposed installations, constructions or alterations. No any Improvement on any Lot, and the ARC shall have no authority whatsoever under this Declaration.

10.2 Objectives. The ARC is committed to four main objectives. Owners, their design professionals and Contractors are to work together from the initial phases of design to ensure all aspects of the design of an Improvement on a Lot are consistent with the following vision: (i) Creation of architecturally significant Dwellings that consistent, yet offer unique opportunities for individuality and customization; (ii) Creation of a community with a true sense of place that is distinctive to the Baton Rouge market and the broader South Louisiana region; (iii) Increasing property values and securing long-term return on investment; and (iv) Establishment of a high benchmark for design and construction quality and sustainability.

10.3 Members. The ARC shall have three (3) members. The initial members of the ARC (the "Initial Members") shall be appointed and removed at any time by the Developer upon termination of the Class B Control Period. The Initial Members shall serve on the ARC until such time as the Board of Directors of the Association appoints successor members of the ARC. Initial Members may be removed by the Developer with or without cause, or may resign at any time by submitting written notice to the Committee Chair. In the event that an Initial Member resigns or is removed, such Initial Member shall be replaced by majority vote of the remaining members of the ARC. Successor members of the ARC appointed by the Board of Directors of the Association shall be subject to removal with or without cause by the Board.

10.4 Conflict of Interest. Nothing herein shall prohibit an approved architect, contractor or design professional from serving on the ARC, provided, however, that anyone serving on the ARC must recuse himself or herself from reviewing, considering or commenting on an Application for which such member is providing professional services.

10.5 Cost of Operation. The Association shall be responsible for all reasonable costs of operation of the ARC. Review Fees paid in accordance with Section 9.10 shall be used by the Association to defray the costs and expenses incurred by the ARC and the fees and compensation paid, if any, to the staff, other professionals, and members of the ARC. Provided, however, that during the Class B Control Period, Review Fees paid in accordance with Section 9.10 shall be paid directly to the Developer to defray the costs and expenses incurred by the Developer in fulfillment of its design review obligations.

10.6 Employees. The ARC may employ personnel or contract with individuals or companies as necessary to assist in the review process, as authorized pursuant to the budget for the ARC, as established by the Board. All such personnel, individuals and/or companies employed or contracted with by the ARC shall be considered as employees and/or independent contractors of the Association.

10.7 Rules and Procedures. The ARC is authorized to adopt rules and procedures and to adopt, from time to time, amendments to said rules and procedures for the conduct of its business, consistent with the provisions of this Declaration. Any Owner shall be provided with a copy of such rules and procedures within fifteen (15) Days of submission of a written requires to the Board.

Article 11.
Construction Covenants & Restrictions

To ensure the construction of any Improvement within the Development occurs in a safe, timely manner and supports the vision for the Development without damaging the natural landscape or disrupting residents, these regulations will be enforced during the period of construction on any Lot.

11.1 Regulatory Compliance. The Owner and its Contractor(s) shall comply with all applicable laws, rules, regulations or other requirements of any applicable Governmental Authority during any period of construction of an Improvement on such Owner’s Lot. The Owner and its Contractor(s) accept all responsibility for compliance with all applicable laws, rules, regulations and other requirements of any applicable Governmental Authority, including compliance by any Sub-Contractors.

11.2 Construction Site Rules and Regulations. The following rules and regulations govern the operation and maintenance of a construction site within the Development during the period of construction of an Improvement on a Lot (the “**Construction Site Rules and Regulations**”). Contractors and Owners shall be required to abide by all Construction Site Rules and Regulations during construction of Improvements on any Lot within the Development. Any breach of these Construction Site Rules and Regulations shall result in the imposition of a fine and/or fee on the Owner and Contractor.

- A. Jobsite Best Practices.** Any Contractor working in the Development must be fully licensed, bonded and insured as required by the East Baton Rouge Parish Building Department. Contractors must also be approved by the Developer/ARC (as applicable) prior to beginning work in the Development in accordance with Section 9.4.
- B. Verbal Approvals.** Approvals must be in writing. Verbal approvals of any kind will not be considered binding if an issue arises during the construction process.
- C. Debris Removal.** Construction debris and waste is not permitted to accumulate on any Lot or Common Area for a period exceeding five (5) Days. Any spillage must be remedied immediately. Cost of the cleanup of any construction-related spillage will be deducted from the Construction Compliance Deposit.

D. Construction Materials/Stockpiling. Construction materials are not permitted to accumulate on any Lot for a period exceeding thirty (30) Days from initial delivery. No stockpiling, access, parking or dumping on adjacent Lots or Common Areas shall be permitted.

E. Garages. Any Garage that is to be constructed on a Lot shall be completed contemporaneously with the completion of any Dwelling and/or Improvements to be constructed on the Lot, except with the prior consent of the Developer/ARC (as applicable) to a different scheduling.

F. Silt Fencing/Erosion Control. Silt fencing and mats must be utilized during all phases of construction to protect the curbs, streets, storm drains and other sensitive, Developer-owned infrastructure from the accumulation of loose silt. The fencing must be erect and maintained in good condition until the construction is complete and the Improvements are approved for occupancy. Fencing materials should be of the fiberglass-reinforced type with heavy-gauge steel posts. It should be installed by burying the bottom of the fabric at least 6 inches to prevent silting under it. Silt fencing must be placed around the down slope perimeter of areas to be graded, while providing adequate space for construction activity. Soil may not be placed against the fence and accumulated silt must be cleared out regularly. Modification and/or repair of the fencing must be performed as soon as need is evident. Contractors are responsible for pre- and post-storm inspections.

G. Drainage. Lot Owners are responsible for providing proper storm water drainage in the approved directions indicated by the drainage plan for the Development on file with the East Baton Rouge Department of Public Works. During construction, Contractors must ensure that storm water does not pool on the Lot or run off onto an adjacent Lot or Common Area. Storm water that accumulates during construction must be directed according to the aforementioned drainage plan. Additionally, mud from construction vehicles or Lot wash out must be removed from the street frontage on a daily basis.

H. Trash Receptacles. Trash receptacles must be provided by the Contractor and all paper goods, lightweight materials and general construction waste must be deposited into the receptacle on a daily basis. The Contractor must also ensure that the contents of the trash receptacle are secured. The Developer reserves the right to immediately remedy any egregious trash accumulation at the Contractor's expense.

I. Burning. No burning is permitted on the jobsite at any time.

J. Sanitary Facilities. Each jobsite must provide a temporary restroom facility. The temporary restroom must sit on the Lot property to the rear of the sidewalk with the door facing away from the street. It also must be cleaned and maintained on a regular basis to avoid unsanitary conditions.

K. Jobsite Conduct. The following rules govern the conduct of Contractors, Sub-Contractors and their respective employees at the construction site:

- i. Construction vehicles shall not exceed 25 MPH within the Development.

- times.
- ii. Contractors and Sub-Contractors must be appropriately dressed at all times.
 - iii. Radios are not permitted on the jobsite.
 - iv. Children under the age of 18 are not permitted on a jobsite at any time.
 - v. Contractors and/or Sub-Contractors may not bring pets to a jobsite.
 - vi. Harassment of any kind (verbal or physical) will be promptly reported to the Baton Rouge Police Department.
 - vii. Drugs and alcohol are strictly prohibited. Any Contractor or Sub-Contractor found with drugs and alcohol on the jobsite will be fined and/or reported to the Baton Rouge Police Department.
 - viii. Firearms are not permitted in the Development without first providing proof of a valid Concealed Carry license to the Developer.

L. **Hours of Operation.** Regular construction hours are from 7:30 am CST to 5:30 pm CST Monday through Friday. Weekend construction hours are from 9:30 am CST to 5:30 pm CST on Saturday and Sunday. Only non-noise-producing work (such as painting) will be allowed during weekend construction hours unless written approval is obtained from the Developer. Changes to these hours of operation may be enforced on holidays or at the Developer's discretion. The Developer shall give a 5-day notice of any alteration to the hours of operation.

M. **Utilities.** Only utilities provided on the immediate jobsite shall be used. No utility connections from adjacent Lots or Common Areas are permitted at any time.

N. **Sidewalk Protection.** Dirt layering should be used where heavy trucks will gain access to the Lot to prevent cracking of the sidewalks. All cracked or broken sidewalks must be repaired and approved by the Developer, at Contractor's expense, prior to occupancy. Repairs will be made using a straight saw cut with typical expansion joints. Fencing around sidewalks may be required by the Developer/ARC, in its sole discretion.

P. **Concrete Washout.** Washout by concrete trucks shall only be done on the Lot under construction and removed during the first construction cleanup period following completion of the rough framing and again immediately following the flatwork installation.

Q. **Hazardous Waste.** Contractors shall provide a contact person and telephone number for a company experienced in emergency response for vacuuming and containing spills for oil or other petroleum products. In the event of a spill, the Contractor shall immediately attempt to stop the flow of contaminants. The responsible Contractor shall commit all necessary manpower, equipment and materials to the containment and rapid remediation of spills. A reportable spill is defined as a spill of one or more gallons and a significant spill is defined as more than ten (10) gallons. After any reportable spill is contained, the Contractor shall notify the appropriate local, state and federal agencies. The Contractor is to maintain a list of product

names and a Materials Safety Data Sheet (MSDS) for all hazardous materials used or located on site. In the event of a leak, spill or release, the Contractor is to provide the MSDS to emergency personnel for health and safety concerns. Disposal of paint residue is not permitted on site and especially 011 or near protected tree's.

11.3 Construction Compliance Deposit. For all Major Improvements, prior to commencing any construction activity on a Lot, a compliance deposit in the amount of \$9,000 must be submitted to the Developer (during the Class B Control Period) or the ARC (after termination of the Class B Control Period) as security for the project's full and faithful performance in accordance with its approved final plans and all applicable laws, rules, regulations and other requirements of any applicable Governmental Authority, as well as the Construction Site Rules and Regulations (the "**Construction Compliance Deposit**"). The Construction Compliance Deposit shall be placed in an escrow account for the benefit of the Association. Upon completion of construction, the Construction Compliance Deposit will be returned to the Contractor less (i) applicable inspection fees as set forth in the Design Guidelines, and (ii) any fees and fines levied due to violations of the Construction Site Rules and Regulations (a "**Construction Site Infraction**"). It is recommended that the Lot Owner and the Contractor share the burden of the Construction Site Deposit to ensure both parties are accountable.

11.4 Construction Site Infractions. In the event of a Construction Site Infraction, written notification of a Construction Site Infraction, with relevant photo documentation and a statement of the associated fees and fines, will be submitted by the Developer (during the Class B Control Period) or the ARC (after termination of the Class B Control Period) to the Contractor and the Owner of the Project (an "**Infraction Notice**"). Contractors and Owners committing Construction Site Infractions shall be subject to the fees and fines. The amount of such fees and fines shall be set by the Developer/Association, depending on the level and scope of non-compliance. Contractors and Owners will not be required to remit any payment for such Construction Site Infractions at the time of the documented infraction. Rather, the associated fee will be deducted from the Construction Compliance Deposit before the balance of the Construction Compliance Deposit is returned to the Contractor/Owner upon completion of construction. Contractors and Owners wishing to challenge an Infraction Notice must submit written notice of its election to challenge such allegation within five (5) business days of the date of the Infraction Notice, identifying the Infraction Notice being challenged and setting forth in detail the basis of its challenge. Failure of a Contractor/Owner to timely challenge an Infraction Notice in accordance with this Section 11.4 shall constitute an admission on the part of the Contractor/Owner to such Construction Site Infraction and agreement to pay the fines and fees set forth in such Infraction Notice. In addition to any fees and fines set forth in the Infraction Notice, Contractors/Owners electing to challenge an Infraction Notice will be required to pay the Developer's, Association's and/or ARC' s legal fees incurred in defending the Contractor's/Owner's challenge unless Contractor's/Owner's challenge is successful.

11.5 Garden Walls and Fences. The cost for constructing any Garden Wall or Fence shall be borne as follows:

A. Voluntary Garden Walls and Fences. If an Owner of a Lot is permitted, but not required, to construct a Garden Wall or Fence, and such Owner elects to construct a Garden Wall or Fence, then the Owner who elects to so construct a Garden Wall or Fence shall bear the full

cost of such construction, unless the Lot is adjacent to another Lot and the adjacent Lot Owner agrees to bear a portion of the cost of construction. The adjacent Lot Owner shall not have any obligation, however, to agree to pay for any portion of the cost of the construction of the Garden Wall or Fence. Regardless of who pays the cost of construction of a Garden Wall or Fence, the cost of maintenance of the Garden Wall or Fence shall be divided equally between the Owners of the Lots between which the Garden Wall or Fence is constructed. The cost of maintaining any Garden Wall or Fence constructed within the confines of the boundary of a Lot that is not bounded by another Lot shall be borne in full by the Owner of the Lot upon which the Garden Wall or Fence is constructed. Each Owner, by executing a cash sale, deed or other instrument pursuant to which such Owner acquired title to a Lot, acknowledges and agrees to the obligations set forth herein with respect to the cost of construction of any Garden Wall or Fence and the maintenance of same. Notwithstanding the foregoing, Developer shall not be required to share in the cost of maintaining any Garden Wall or Fence; all such costs are to be paid by the Owner of any Lot who has purchased the Lot from Developer.

B. Mandatory Garden Walls and Fences. If a Garden Wall or Fence is required to be constructed on the boundary of a Lot that is not bounded by another Lot along that boundary, then the Owner shall bear the full cost of construction of the Garden Wall or Fence, as well as the maintenance of same. If the Guiding Principles requires that a Garden Wall or Fence be constructed along the boundary between two (2) adjacent Lots, then the first of the Owners of the Lots to construct a Dwelling, Building or other Improvements on his/her Lot shall be required to construct the Garden Wall or Fence, at his/her cost and expense; the adjacent Lot Owner shall, in such cases, be offered the opportunity to pay fifty (50%) percent of the actual cost of same. Notwithstanding the foregoing, the Owner so constructing a Garden Wall or Fence, or his/her successors or assigns in the event the Owner that constructed the Garden Wall or Fence no longer owns the Lot in question, shall be entitled to reimbursement from the then Owner of the adjacent Lot when plans for the construction of a Dwelling, Building or other Improvements on the adjacent Lot are presented for approval pursuant to Article 10, such amount of reimbursement owed to the Owner who constructed the Garden Wall or Fence being hereby fixed at \$75.00 per linear foot for Garden Walls and \$15.00 per liner foot for Fences, effective as of recordation of this Declaration, subject to escalation at a rate of one-quarter percent (.25%) per month hereafter, regardless of the actual cost of construction of the said Garden Wall or Fence. Regardless of how the cost of construction of a Garden Wall or Fence is determined or divided, the cost of maintenance of the Garden Wall or Fence shall be divided equally between the Owners of the Lot between which the Garden Wall or Fence is constructed. Each Owner, by executing a cash sale, deed or other instrument pursuant to which such Owner acquired title to a Lot, acknowledges and agrees to the obligations set forth herein with respect to the cost of construction of any Garden Wall or Fence and the maintenance of same. The obligation to share costs of construction and maintenance of a Garden Wall or Fence apply only to that portion of a Garden Wall or Fence which is constructed as a common wall along a boundary between two (2) Lots. Notwithstanding the foregoing, Developer shall not be required to share in the cost of maintaining any Garden Wall or Fence, all such costs to be paid by the Owner of any Lot who has purchased the Lot from Developer.

11.6 Right to Fine / Additional Fines. The Developer, ARC and Association each reserve the right to issue fines to the Contractor and/or Owner for the violation of any of the procedures set forth in this Article. All fines imposed will be responsive to the nature and consequences of the degree of violation.

Article 12.
Building Restrictions, Design Code and Other Covenants

This Article sets forth specific building restrictions and other covenants relating to the construction of Improvements on each Lot; it is expressly noted that other provisions of this Declaration and the Design Guidelines also address such requirements. Each Lot has distinguishing characteristics and certain features that set it apart from other Lots. Height restrictions, use restrictions, Allowed Architectural Typology, placement requirements, parking requirements, Setback requirements, and requirements concerning porches, Fences and/or Garden Walls, are all set forth in the following provisions.

12.1 Generally. Notwithstanding any inferences to the contrary anywhere in this Declaration, no Improvement of any nature may be constructed on a Lot without complying with the requirements of this Declaration and the Design Guidelines. All Improvements must comply with the UDC, and any other applicable federal, state or local laws, rules and regulations. To the extent that any provision of this Declaration conflicts with the UDC, or any applicable federal, state or local laws, rules or regulations, the conflicting provision of the UDC, or the conflicting federal, state or local law, rule or regulation, shall control. Provided, however, that the provisions of this Declaration and the Design Guidelines shall apply to the maximum extent permitted by the UDC, or federal, state or local laws, rules or regulations.

12.2 Permitted Uses / Building Types.

A. Single Family Use. Lots must be used for single family residences only. No part of any Lot shall be used for apartment houses or group homes. No school, church, assembly hall or group home of any kind (including without limitation any “community home” as defined in La. R.S. 28:477) shall be built or permitted to be built on any Lot nor shall any Lot or existing structure be permitted to be used as such. All Occupants of a Dwelling must comprise a Single Family Unit. For purposes of this Section, “**Occupant**” shall mean any Person who stays overnight in a Dwelling for more than thirty (30) days (whether or not consecutive) in any one (1) calendar year. “**Single Family Unit**” shall mean one or more Persons related by blood, adoption or marriage, or the Owner and not more than two (2) unrelated persons, living and cooking together as a single housekeeping unit or as otherwise defined in the UDC.

B. Allowed Architectural Typology. Each Dwelling constructed and maintained on a Lot must be constructed in accordance with the Guiding Principles, and must adhere to the design requirements or restrictions for the Architectural Typologies set forth in the Design Guidelines. With respect to the Identifying Features set forth in the Design Guidelines, it is noted that those are intended to typify the Architectural Typologies set forth in the Design Guidelines, but it is acknowledged that there are many other characteristics and details of the Architectural Typologies and those other characteristics and details may be used. It is the function of the Developer/ARC, through the review process described in Article 9, to verify that the plans for the design of Buildings proposed for construction on a Lot are consistent with the characteristics and details of the Architectural Typologies set forth in the Design Guidelines.

C. Leasing of Lots. An Owner may lease their Lot to another. However, the Owner remains ultimately responsible for all Association Fees and Assessments, and any other amounts

due under this Declaration, and for ensuring compliance with this Declaration and the Bylaws. In no event shall a Dwelling be rented to any more than one (1) Single Family Unit.

i. Duration of Lease. No Owner shall lease any Lot for a period less than six (6) months. No Lot may be utilized as a “short-term” or “day-to-day” rental, and Owners shall be prohibited from listing any Dwelling Units on rental platforms such as Airbnb, VRBO, or other similar platforms offering such temporary leasing arrangements.

ii. Association to Receive Copies of all Lease Agreements. Any lease agreement regarding any Lot within the Development shall be in writing signed by the Owner. Moreover, the Owner shall be responsible for providing the Association with a copy of any lease agreements regarding any Lot within the Development within thirty (30) Days from the date the tenancy begins.

iii. Tenants to Receive Copy of Declaration and Bylaws. Any Tenant leasing any Lot within the Development shall receive a copy of the Declaration and Bylaws. All Tenants, as well as guests and invitees of Tenants shall at all times comply with the Declaration and Bylaws. Nothing contained herein, however, shall relieve the Owner from ultimate responsibility for ensuring compliance with the Declaration and Bylaws on his or her respective Lot.

D. Home Office. If allowed by the applicable zoning and land use ordinances and regulations of the Governmental Authorities with jurisdiction over the Lots, including but not limited to the UDC, each Lot may have one (1) Home Office, provided that each of the following conditions is met: (a) no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed on the Lot or on any Building located on the Lot which in any way advertises or provides notice or reference to the business conducted in the Home Office; and (b) which business is not otherwise prohibited by the Rules and Regulations of the Association.

12.3 Placement / Location of Structures.

A. Setbacks.

i. Front Setbacks. The principal facade of each Dwelling constructed on a Lot must be located within the range of feet from the front property line of said Lot as is set forth as the front Setback of the Dwelling in the Design Guidelines.

ii. Side-Yard Setbacks. The principal facade of the sides of each Dwelling constructed on a Lot (i.e., the boundaries not facing the Street on which the Lot fronts and not facing the rear of said Lot) may be located no closer to the side property lines than as stated in the Design Guidelines.

iii. Rear Setbacks. The rear facade of any Dwelling constructed on a Lot must be located within the range of feet from the rear property line of said Lot as set forth as the rear Setback of the Dwelling in the Design Guidelines.

iv. Conflict with UDC. To the extent that both this Declaration and the UDC impose set-back requirements on the Lots, the set-back requirement which is more restrictive

shall govern. By way of example, if the Rear Setback for a Dwelling under the UDC is fifteen (15) feet, but the Rear Setback for a Dwelling under this Declaration is ten (10) feet, the Rear Setback requirement under the UDC would be more restrictive and would govern.

B. Encroachments. With the permission of the Developer (during the Class B Control Period) or the ARC (after termination of the Class B Control Period), eaves, soffits, stoops, stairs, and façade of Buildings are permitted to overhang the Setbacks set forth in Section 12.3(A), provided that such encroachments are otherwise permissible under the UDC.

12.4 Construction Materials. In the absence of a variance from the Developer (during the Class B Control Period) or the ARC (after termination of the Class B Control Period), no exterior building or construction material will be allowed to be utilized in the construction of any Improvement except for those materials set forth and described below:

A. Cement Plaster (Stucco). Cement plaster (stucco) shall mean Portland cement plaster consisting of three coat work over metal lath. A factory-prepared integrally colored synthetic finish coat shall be considered acceptable for use, however adherence to color palette by painting, if required, shall still remain. A pre-approved hard coat synthetic plaster may be used, however, the use of exterior polystyrene sheet board is not allowed.

B. Exterior Architectural Woodwork. Exterior architectural woodwork shall be limited to custom or approved premium grades of woodworking and shall include, but are not limited to, exterior standing and running trim, exterior ornamental work, pediment heads, pilasters, cupolas, railings, columns, exterior frames and jambs, and exterior shutters. Species of wood for exterior woodwork shall include Honduras mahogany, clear all heart redwood, all heart western red cedar, clear all heart red cypress, or treated southern pine as suitable for retaining painted finish coating, high density polymer molded products, James Hardy cement board, “Clear-Lam” engineered products or other products approved by the Developer/ARC (as applicable) as equal to the preceding specifically named products. All woodwork must be able to be sealed with paint or stain.

C. Exterior Siding. Exterior siding must be exterior siding consisting of natural wood species or James Hardy smooth face cement board, or other products approved by the Developer/ARC (as applicable) as equal to the preceding specifically named products.

D. Fences and Garden Walls. Wooden Fences shall be surfaced on four sides (S4S) with wood and painted using a white color selected from the Pratt & Lambert Historic Series, or such other color as may be approved by the Developer/ARC. Fences constructed of wrought iron shall be painted either black or voodoo green. All fences shall be 3 feet 6 inches in height above ground level and shall be constructed in accordance with the requirements of this Declaration and the Design Guidelines. All Fences shall be maintained so as not to detract from the general appearance of the Development. Garden Walls shall be constructed of wood, cement plaster (stucco) or approved unit masonry (brick). Areas requiring mandatory Garden Walls require use of cement plaster (stucco). Where Garden Walls are not indicated or are not indicated as mandatory and construction is optional, Owners shall have the option of constructing such Garden Walls utilizing approved unit masonry (brick), wood, or cement plaster (stucco). Garden Walls constructed of brick shall utilize only brick approved by the Developer/ARC. Garden

Walls constructed of cement plaster (stucco) shall be painted using a white color selected from the Pratt & Lambert Historic Series, or such other color as may be approved by the Developer/ARC. Garden Walls constructed of cement plaster (stucco) shall have the cement plaster (stucco) applied to both sides of the Garden Wall. All Garden Walls shall be six (6) to seven (7) feet in height above ground level and shall be constructed in accordance with the requirements of this Declaration and the Design Guidelines. Any Garden Walls permitted or required by the Design Guidelines or this Declaration, shall be constructed on the property line dividing two (2) Lots, except in the case of any Lot that is not bounded by another Lot, in which case the Owner of such Lot shall construct the Garden Wall within the confines of the boundary of such Lot. Any Fence or Garden Wall, the design and construction of which has been approved in accordance with Article 9 shall be kept neat and attractive and in good repair. On any Lot having a portion of any perimeter wall constructed by Developer upon the Lot, the Owner of such Lot will be responsible for maintaining that portion of the wall which is upon the Lot in good condition and repair.

E. Flashing and Sheet Metal Accessories. Flashing and sheet metal accessories shall be limited to those used in construction of Buildings and include, but are not limited to, roof drainage systems, exposed trim, copings and metal flashings. Metals suitable for use for these applications shall include anodized aluminum, galvanized steels, copper and stainless steel. Roof vents shall be copper or galvanized metal. Paint-Grip galvanized metal is approved.

F. Roofing. Roofing material must be one of the following: Raised seam gray metal, slate, gray asphalt shingle (min-330# per square) approved by the Developer/ARC, synthetic slate approved by the Developer/ARC, or V-crimp galvanized metal.

G. Unit Masonry or Brick. Molded clay brick masonry units shall be chosen from the pre-approved palettes for all buildings. Lime mortar is recommended for all applications. Wire-cut clay-brick masonry may be approved by the Developer/ARC. Concrete Masonry Units (and ACMU) are only acceptable for plaster-finish exterior applications. Exposed Concrete Masonry Units (or ACMU) are not permitted. Natural stone may be allowed, but must be approved by the Developer/ARC. Selected stone must be of patterns appropriate for vertical, rather than horizontal, construction.

H. Windows. Windows shall be one of the following: wood window units that are primed wood window units for field painting, aluminum clad wood window units, vinyl clad wood window units, and any other windows which have been approved by the Developer/ARC. Insulated glazing shall be allowed for use; however tint and reflectivity shall be limited to a maximum of 10%.

I. Accessory Structures. Gazebos, pigeonniers, pergolas and other detached structures should relate architecturally to the design of the residence in both form and material, and shall comply with all requirements of the UDC.

J. Colors / Finishes. All colors and finishes to be used on the exterior of a Dwelling or other Improvement visible from beyond the boundaries of a Lot must be approved by the Developer/ARC (as applicable). The Developer/ARC may maintain an approved color list.

K. Doors. All entry doors and their finishes must be approved by the Developer/ARC. No screen doors shall be permitted.

L. Exterior Lighting. The number of exterior light fixtures shall be limited. All lighting should be architecturally integrated with attached structures. Mercury vapor lights are prohibited. Landscape lighting and path lighting shall be minimal and used primarily for safety reasons. Security lighting including motion activated flood lights shall at a minimum be located beneath Eave overhangs, and shall be used for emergency purposes only. No colored light bulbs shall be permitted. No lighting shall be installed which is aimed at surrounding properties, or which will intrude on surrounding property. Exterior lights shall be mounted on Building surfaces up to a maximum height of twelve feet (12'). All exterior light sources shall be shielded from view by adjoining properties.

M. Removal of Trees. In reviewing building plans, the Developer/ARC shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. No trees of two (2) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the Developer/ARC, which approval may be given when such removal is necessary for the construction of a Dwelling or other Improvement.

N. Sidewalk Installation and Maintenance. Each Owner is responsible for installing and maintaining that portion of the sidewalk on his or her Lot in compliance with any legal requirements of any Governmental Authority and the requirements and standards set forth by the Developer/ARC and the Guiding Principles. Installation of the sidewalk on a Lot shall be completed no later than thirty (30) Days following issuance of a certificate of occupancy for the Dwelling on the Lot.

O. Solar Collecting Panels or Devices. The Developer recognizes the benefits to be gained by permitting the use of solar energy as an alternative source of electrical power for residential use. At the same time, the Developer desires to promote and preserve the attractive appearance of the Property and the Improvements thereon, thereby protecting the value generally of the Property and the various portions thereof, and of the various Owners' respective investments therein. Therefore, subject to prior approval of the plans therefor by the Developer/ARC, solar collecting panels and devices may be placed, constructed or maintained upon any Lot within the Property so long as such solar collecting panels and devices are placed, constructed and maintained in such location(s) and with such means of screening or concealment as the Developer/ARC may reasonably deem appropriate to limit, to the extent possible, the visual impact of such solar collecting panels and devices when viewed from any street or from any other property (whether within or outside the Property). Notwithstanding any other provision of this Declaration to the contrary, the Developer (during the Class B Control Period) or the Association (after the expiration or termination of the Class B Control Period) shall have the right, without the consent or approval of any Owner or other Person, to amend this Section (which amendment may, without limitation, impose additional or different restrictions on solar collecting panels and devices) as the Developer or the Association (as applicable) deems appropriate after the effective date of this Declaration.

P. **Yard Ornaments.** Artificial flamingos, deer, spinners, gazing balls, pirogues and such other tableau are prohibited in front yards; provided, however, a reasonable number of holiday and religious decorations may be displayed on a Lot for up to thirty (30) Days prior to the holiday or religious observance and up to fourteen (14) Days thereafter without prior approval, subject to the right of Developer (and the ARC, after termination of the Class B Control Period) to require removal of any such decorations which it deems to (a) be excessive in number, size or brightness, relative to other Lots in the area; (b) draws excessive attention or traffic; or (c) unreasonably interferes with the use and enjoyment of neighboring properties.

12.5 Miscellaneous Prohibitions and Rules. Except for the activities of Developer in connection with Development and the activities of the grantees in connection with the construction, installation, repair, alteration and maintenance of the Utility Servitudes hereinabove established, the following restrictions shall apply to all immovable property within the Development:

A. **Air-Conditioning.** No window air conditioning units may be installed in any Improvements.

B. **Animals.** The maintenance, keeping, boarding and/or raising of animals (including without limitation thereto all dogs, cats, livestock, birds, poultry, snakes and reptiles) of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Improvement constructed on a Lot, except that pets may be kept by an Owner on his Lot but only if such pets do not cause a disturbance or annoyance within the Development. Each Owner shall be strictly responsible for immediately collecting and properly disposing of wastes and litter of pets. All pets shall be leashed, or detained by fences or invisible fences. It is expressly declared that the Rules and Regulations relative to pets may regulate the number, breed, and size of pets, prohibit the keeping of animals other than customary household pets, designate specific areas within the Commons where pets may be walked, prohibit pets on other areas, and restrict the rights of Tenants to keep pets. The Developer/Board shall have the right to order any Member, any Owner or any other resident, guest, or tenant of the Development whose pet is considered, in the sole discretion of the Developer/Board, to be dangerous or a nuisance or which creates disturbances or annoyances to the reasonable displeasure of other Owners, to remove such pet from the Development.

C. **Antennas.** No exterior radio, television, satellite or communications antenna, aerial or dish shall be erected or maintained within the Development without the prior, written approval of the Developer/ARC; variances should only be granted where it is believed that the antenna, aerial or dish will not be visible from a street or another Lot. No amateur or “ham” radio transmitters shall be operated within the Development without the prior, written approval of the Developer/ARC.

D. **Attractiveness and Safety of Lots.** Through the Guiding Principles, the Design Guidelines, and the Rules and Regulations, the Developer/Association may regulate placement and maintenance of garbage and trash containers, and other matters affecting the attractiveness or safety of Lots.

E. Basketball Goals; Play Structures. No basketball goal, backboard or similar structure or device, and no swing sets or other play structures, shall be placed or constructed on any Lot without the prior written approval of the Developer/ARC (including, without limitation, approval as to appearance and location). Basketball goals or backboards, if permitted, shall not be mounted directly to the residence, but shall be located on the inside of the Driveway in an area close to the residence. Backboards, if permitted, shall be clear glass or colored to match the color of the residence. Driveways shall remain as provided during the original construction for access to Garages and Carports only. Driveways shall not be expanded to accommodate sports or play equipment. Play structures shall not be constructed so as to create a nuisance or interfere with the privacy of other Owners or residents on adjoining Lots.

F. Burning or Storage of Trash. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot; provided, however, that the storage of building materials, equipment and scrap materials and waste generated in connection with Work shall be permitted on a Lot during periods of Work on the Lot if stored neatly and in accordance with Article 11.

G. Clotheslines Prohibited. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any Lot, nor shall any clothing, rug or other items be hung from any railing, fence, hedge or wall.

H. Compliance with Law. No use shall be made of, nor any actions taken on, any Lot which is any violation of any law, ordinance or regulation applicable to the geographical area within which the Lot is located.

I. Construction Requirements. No Improvements shall be constructed nor any landscaping or other Work performed on any Lot except in compliance with this Declaration and the Design Guidelines, except for matters as to which a written variance has been granted by the Developer/ARC.

J. Division of Lots. No Lot shall be divided or subdivided and no portion of any Lot other than the entire Lot shall be transferred or conveyed for any purpose except by Developer, or with the prior, express, written approval of the Developer/ARC. This shall not be construed to prohibit the granting of any servitude and/or right-of-way to any Governmental Authority, public utility, or to the Association or Developer.

K. Driveways. Driveways shall be designed to reflect the overall quality of the architecture of the Dwelling. In order to allow sufficient space for pedestrian crossings and other infrastructure at the front of a Dwelling, only single entry drives shall be constructed to a depth terminating at the front facade of the Building nearest to the front property line. Circular drives with two (2) street entrances will not be permitted.

L. Firearms. Discharge of firearms shall not be permitted within the Development; provided, the Developer/Board shall have no obligation to take action to prevent or stop such discharge.

M. Flags. Flags of any kind placed on a Lot so as to be visible from outside the Dwelling on the Lot shall not be permitted, except that one country flag not exceeding 48" X 72" in size and one decorative flag not exceeding 36" X 60" in size may be hung from flagpoles not exceeding 72" in length or 2" in diameter, which are mounted within brackets on the exterior Facade of the residence at a location approved by the Developer/ARC.

N. Garages; Carports and Accessory Buildings. At the time of any construction of a Dwelling on a Lot, the Owner shall also construct a Garage which matches the architectural design of the Dwelling constructed on that Lot. A Garage must be totally enclosed when all doors (both for vehicles and pedestrians) are closed; all openings, other than windows, must have doors that close easily. With the prior approval of the Developer/ARC, in its sole discretion, Owner may construct a Carport instead of a Garage. No Garage or Carport may have an opening (other than a window) which is taller than ten (10) feet above the finished grade of the floor of the said Garage or Carport. Carports shall be no more than one story in height. Except as may be expressly allowed by the Guiding Principles or as otherwise expressly allowed by the Developer/ARC, the doors through which vehicles enter a Garage may not face a Street. Garage doors shall be kept closed except when automobiles are entering or leaving the Garage.

O. Gardens. A non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street or any neighboring Lot. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and the Lot is kept free from obnoxious odors and insects.

P. Generators. Generators reasonably necessary for the operation during power outages of a single family residence shall be permitted; provided, however, that any such generators shall not be visible from any Street or Sidewalk.

Q. House Numbering. All Dwellings shall be identified with a house number plaque which shall be affixed to the front facade of the Dwelling in a location approved by the Developer/ARC. The design and model of the plaque shall be selected by Developer and shall be purchased by Owner. Developer reserves the right to change the design and/or model of the plaque from time to time upon reasonable notice to Owners. No other house numbering or identification shall be permitted on a Lot or Dwelling.

R. Incinerators. No incinerator shall be kept or maintained on any Lot.

S. Ingress and Egress. Except as allowed by the Design Guidelines or as otherwise approved by the Developer/ARC, vehicular ingress to and vehicular egress from Lots shall be from and to the front of the Lot (i.e., that side which a Dwelling thereon must face as hereafter set forth) and no vehicular access shall be allowed from the sides or rear of any Lot; provided however that this restriction shall not apply to Lots 47-A, 47-B, 47-C or 48-A-2.

T. Insurance. Nothing shall be done or kept on any Lot or the Commons which will increase the rate of, or resulting cancellation of, insurance for the Development or any other Lot, or the contents thereof, without the prior written consent of the Association. This prohibition shall not prohibit the usual and customary activities associated with residential use of a single family dwelling.

U. **Interferences with Servitudes and Drainage.** No Improvements other than driveways, sidewalks, walkways, mailboxes, fences, walls, retaining walls, and gas and water meters, and no other obstruction shall be placed or permitted to remain upon any Lot which may damage or interfere with any Utility Servitude or servitude for passage or drain, or obstruct any drainage ditch or channel. Notwithstanding any inference herein to the contrary, driveways, sidewalks, walkways, mailboxes, fences, walls, retaining walls, and gas and water meters may only be constructed and/or installed on a Lot in accordance with the requirements of the Guiding Principles and in compliance with the provisions of this Declaration.

V. **Landscaping.** Landscaping is required on any Lot on which Improvements have been constructed except that no grass, trees, shrubs, hedges or other plants shall be planted or allowed to grow on any Lot except in compliance with the Design Guidelines and in compliance with the requirements of Article 9. Each Owner shall keep neat and maintain in good condition and repair both his or her Lot as well as that portion of any Street right-of-way servitude (i.e., that portion of the right-of-way between the edge of the Street curb and the Owner's boundary line(s) that is immediately adjacent to (whether in front of or alongside) the Owner's Lot), whether or not Improvements have been constructed on the Lot. The opinion of the Developer/ARC as to the acceptability of such conditions shall be final; the Developer/ARC may delegate, in its sole discretion, its authority under this provision. The maintenance obligations imposed pursuant to Subsection (X) below shall also be applicable to the landscaping on a Lot. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, or any Improvement(s) thereon, unless approved by the Developer/ARC.

W. **Mailboxes.** The Developer has selected or will select a specific mailbox for use within the Development. Each Owner shall utilize the mailbox approved by the Developer as the receptacle for receiving mail at each Lot; no mailbox, other than the mailbox approved by the Developer/ARC, may be used on any Lot. The mailbox used on each Lot shall be placed in that location which is designated by the Developer/ARC. At the election of Developer, all or a portion of the Lots may be designated and notified that they shall receive their mail at a central location selected by Developer, and when so designated, such Lots shall not be permitted to have any separate mailbox located on the Lot.

X. **Maintenance.** No Lot (whether or not any Buildings have been constructed on the Lot), and no Buildings or other Improvements or landscaping which are located upon a Lot, shall be permitted to fall into disrepair and each such Lot, and all such Buildings and other Improvements, and all lawns and other landscaped areas, shall be kept neat and maintained in good condition and repair consistent with any requirements set forth in either the Design Guidelines or in the Rules and Regulations. The Association shall have the authority to set standards for the upkeep and maintenance of all Buildings, Improvements and landscaping on the Lots and, after notice to the Owner that such standards have not been met on a particular Lot, may levy fines for any violation thereof. If an Owner fails to correct any violation for which it has received notice within the time period stated therein, the Association may perform such maintenance as it deems necessary and assess the Owner for the costs thereof as an Individual Lot Assessment, the failure to pay such costs by the Owner giving rise to a right of the Association to file a lien on the Lot.

Y. Mineral and Mining Activity. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for, producing or removing oil or other hydrocarbons, minerals, gravel or earth except in the case of soil borings in connection with soil analysis for foundation design; provided, however, that offsite exploration for or production of oil, gas or other minerals lying beneath the surface of a Lot through directional or horizontal drilling methods or otherwise shall be allowed if such directional or horizontal drilling does not penetrate or otherwise disturb any portion of the earth within 500 feet of the surface of any Lot. Nothing herein shall prohibit grading, soil remediation, or mitigation activities required to make a Lot suitable for development otherwise in accordance with this Declaration.

Z. Movable Structures and Accessory Buildings. No structure of any type, Dwelling or otherwise, shall be moved on to any Lot in the Development except as may be expressly approved by the Developer (during the Class B Control Period) or the ARC (after termination of the Class B Control Period). No structure of a temporary character and no trailer, tent, shack, barn, pen, stable, coop, cage, storage building or shed shall be erected, used or maintained on any Lot at any time without the express, prior, written approval of the Developer/ARC, provided, however, the foregoing restriction shall not prohibit the use and maintenance of those temporary structures necessary during the performance of any Work thereon. No such structures, trailers or the like shall be utilized for residence purposes and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of the Work. During art festivals, craft fairs, block parties and other special events, the Developer (during the Class B Control Period) or the Board (after termination of the Class B Control Period) may approve the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Development.

AA. Noise. No exterior speakers, horns, whistles, bells or other sound transmitting, generating or amplifying devices other than security devices used exclusively for security purposes shall be located, used or placed on any Lot in such manner that the sound emitted there from may be heard on any other Lot. No noise shall be permitted to exist or operate upon any Lot that may be a nuisance to any other Owner or tenant, including but not limited to excessive noise from motorcycles which create a nuisance to any other Owner or tenant.

BB. Noxious, Hazardous or Offensive Activity. No noxious odors shall issue or emanate from any Lot. No noxious, hazardous or offensive trade or activity shall be carried on or upon any Lot or within any Building or Improvement situated upon the Property or at any other place within the Development, nor shall anything be done therein or thereon which may be or become unsafe or hazardous or an annoyance or nuisance to other Owners or tenants of the Development.

CC. Nuisance. No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist or operate on any Lot or Commons. All laws, building codes, orders rules, regulations or requirements of any Governmental Authority shall be complied with.

DD. Pipes, Cables and Lines. Except for hoses and the like which are reasonably necessary in connection with normal landscape maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed, placed or maintained above the surface of any Lot except

where approved by the Developer/ARC as reasonably necessary for connection to a Dwelling or building or for access for repair or maintenance. The Rules and Regulations may prescribe rules relative to hoses that are authorized for normal landscape maintenance.

EE. Sewerage Disposal Systems. No individual sewage disposal systems will be permitted. All Dwellings constructed in the Development shall be connected to approved sanitary sewage facilities.

FF. Signs. No sign, advertisement or notice of any type or nature whatsoever (including "For Sale" or "For Rent" signs) shall be erected or displayed upon any Lot (including placement on a Dwelling, other Building, in the yard or in any window) or upon the Commons unless specifically permitted by the Design Guidelines or specifically authorized by the Developer/ARC. Notwithstanding any language to the contrary herein, Developer shall, however, be permitted to post and display advertising signs (including "For Sale" signs) within the Development so long as Developer has any property for sale in the normal course of business. Developer shall designate an approved sign ("**Permit Board**") to be sold or leased by all builders of Improvements on any Lot. The Permit Board shall be the only sign permitted on a Lot during construction of any Improvements and must be removed upon sale of a Lot by the builder.

GG. Soliciting. No soliciting will be allowed at any time within the Development.

HH. Swimming Pools. Swimming pools are subject to the approval of the Developer/ARC in accordance with Article 9. No swimming pools shall be permitted without the prior approval of the Developer/ARC. No above-ground swimming pools are permitted.

II. Time Sharing. No time-share ownership of Lots is permitted without Developer's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Lot under which the exclusive right of use, possession or occupancy of the Lot circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a Building or ownership of a Lot by a corporation, partnership or other entity, or by not more than four individuals or married couples, will not normally be considered time-share ownership.

JJ. Vehicles and Other Equipment. Automobiles may be parked only in the Garage or Driveway of a Lot, in unassigned parking areas as originally created by Developer, or in other parts of the Development which may be specifically designated in writing by the Developer/Board. All parking within the Development shall be in accordance with the Rules and Regulations, which may allow parking along Streets for special functions such as small parties. Only automobiles bearing current license and registration tags, as required by state law from time to time, may be parked in the Development. No automobile shall be parked so as to create a temporary obstruction to visibility at a Street intersection. None of the following may be kept or stored within a Lot in the Development: (a) junk or abandoned vehicles, (b) commercial vehicles other than company automobiles provided for personal use, (c) trailers, (d) tractor-trailers, (e) campers, (f) motor homes and recreational vehicles, (g) camp trucks, (h) house trailers, (i) boats, (j) boat trailers, or (k) other machinery or equipment of any kind or character (except for such equipment as may be reasonable, customary and usual in connection with the use and

maintenance of any Dwelling or other Improvements located upon the Lot). No repair, maintenance or restoration of automobiles or other authorized vehicles (except for bona-fide emergencies) may be carried out on any Lot or at any location within the Development unless and except to the extent such repair, maintenance or restoration can be accomplished inside an enclosed Garage. This restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept on a Lot within an enclosed Garage. Nothing in this Section 12.5(JJ) shall act to prohibit or restrict the use or storage of electric golf carts or other electric-powered vehicles to the extent permitted by and operated in accordance with all applicable law; provided that such vehicles are stored and parked in accordance with this Declaration.

KK. Window Coverings. Unless Developer otherwise agrees, the only acceptable window coverings that may be affixed to the interior of any window visible from any Street or other portion of the Property are drapes, blinds, shades, shutters or curtains. The side of such window coverings that is visible from the exterior of any Improvements must be white or off-white in color, except that any window coverings consisting of wooden blinds or shutters may be a natural wood color. Notwithstanding the foregoing, Developer/ARC may, from time to time, approve additional colors as acceptable. In no event shall an Owner or Builder affix a window screen to the exterior of any window which faces a Street frontage. No window tinting or reflective coating may be affixed to any window that is visible from any Street or other portion of the Property, without the prior approval of Developer. No mirrored coatings will be permitted.

LL. Trash and Garbage Containers. Owners shall not place trash or garbage containers in public view except on trash collection days and then on those days the garbage containers shall be removed from the public view no later than 7:00 p.m. on the day the garbage has been picked up by the Person charged with the collection efforts. Garbage, trash and other refuse shall be placed in covered containers approved by the Developer/ARC, except as otherwise expressly required by law or by the utility company or Governmental Authority providing trash collection services. Recyclable products or materials may be placed for collection in containers expressly designed or legally required for such collection. Owners shall further use and store trash and garbage containers in compliance with any applicable Rules and Regulations.

12.6 Rules and Regulations. The Board may from time to time adopt rules or amend previously adopted rules and regulations governing and regulating (a) the operation, use, maintenance, condition, attractiveness, and control of, as well as conduct on and within, the Lots, the Commons, and any facilities or services made available to the Owners of such Lots, and (b) any other matters as to which this Declaration authorizes the adoption of rules and regulations by the Developer/Board. This right shall include without limitation the right to approve rental agents, design professionals, contractors and sub-contractors who do business within the Development.

12.7 Reasonable Accommodations. The rules, regulations, covenants and restrictions set forth in this Article and elsewhere in this Declaration may be modified, waived or amended as necessary to respond to a request from any Owner, resident, or lessee for a reasonable accommodation in accordance with the requirements of the Federal Fair Housing Act, Americans with Disabilities Act, and similar applicable state laws. Requests for reasonable

accommodations may be submitted to the Developer (during the Class B Control Period) or the Association (after termination of the Class B Control Period).

12.8 **Enforcement.**

A. **Violations of Restrictions.** When an Owner is deemed to be in violation of the provisions of this Article, the Association and/or Developer, or any agents thereof shall give Notice of the violation to the Owner as provided for herein. The Notice shall provide the Owner with an opportunity for a hearing on the violation before the Association/Developer; provided however, such opportunity shall not relieve the Owner from remedying the violation in accordance with this Subsection. The defaulting Owner shall then have fifteen (15) Days from the receipt of Notice to correct such violation. In the event the defaulting Owner does not cure such violation within the fifteen (15) day period, the Association and/or Developer, or any agents thereof shall have the option of imposing and the right to collect a fine, the amount of which may be determined by the Association/Developer by act of resolution. If the violation continues and is not cured, after thirty (30) Days, the Association and/or Developer, or any agents thereof shall have the option of imposing and the right to collect an additional fine of two (2) times the amount of the first fine. If the violation continues and is not cured, after forty-five (45) Days, the Association and/or Developer, or any agents thereof shall have the option of and the right to pursue any legal remedies available to them, including the option of imposing and the right to collect an additional fine of four (4) times the amount of the first fine. Fines may be prorated to the date of correction. A monthly invoice may be submitted to the defaulting Owner using the methods for Notice detailed herein. Failure to cure the violation and pay any ensuing assessment will result in the Association and/or Developer, or any agents thereof pursuing all remedies available to them. The Association/Developer may also restrict the Owner’s use of the Open Space for up to sixty (60) Days or until remedied, whichever is longer. The primary goal, however, is not to punish but to conciliate and resolve problems. The Association/Developer may suggest or approve dispute resolution agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against an Owner’s Lot as an Individual Lot Assessment.

B. **Additional Remedies.** All remedies listed in this section are nonexclusive and may be applied cumulatively. The Association/Developer shall also have the right to bring suit to enforce the covenants and Rules and Regulations.

Article 13.
Insurance

Insurance is essential to protect the interests of the Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

13.1 **Review of Coverage.** The Board shall review limits of coverage for each type of insurance at least once each year.

13.2 Casualty Insurance. The Board may obtain and, if additional Commons with significant insurable Improvements are added to the Development, shall be required to obtain and maintain casualty insurance on the Commons for fire damage. Endorsements for extended coverage, vandalism, malicious mischief, flood and windstorm should be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the coinsurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the Improvements constructed on the Commons.

13.3 Public Liability. The Board may obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Commons. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a “severability of interest” endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board or other Owners.

13.4 13.4 Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board and advisory members in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

13.5 Other Coverage. The Board shall obtain and maintain workman’s compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members entitled to vote.

13.6 Lot Coverage. Each Owner shall obtain casualty insurance for Improvements on his/her/its Lot, naming the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the Improvements constructed on the Lot. Each Owner by accepting title to a Lot in the Development agrees that each policy of casualty insurance insuring the Lot and any Improvements thereon shall contain a waiver of all subrogation rights as against the Developer and Association.

13.7 Repair and Reconstruction after Fire or Other Casualty.

A. Commons. If fire or other casualty damages or destroys any of the Improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the Improvements. The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such Improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves. The Board is under no obligation to replace any damaged Improvements to their previously existing condition, and, may instead authorize the construction of different types and designs of new Improvements.

C. Lot Improvements. If fire or other casualty damages or destroys a Building or any other Improvements on a Lot, the Owner of that Lot shall immediately proceed to rebuild and restore the Improvements to the condition existing immediately prior to such damage or

destruction, unless other plans are approved by the ARC. In doing so, the Owner shall comply with the provisions of this Declaration. If the Owner fails to clean and secure a Lot within thirty (30) Days after a casualty, the Association may remove debris, raze or remove portions of damaged structures and perform any other clean up the Developer/Association deems necessary to make the Lot safe and attractive. The cost of such clean-up shall be assessed to the Lot Owner as an Individual Lot Assessment pursuant to Section 8.8.

Article 14.
Amendment and Termination

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy. However, the Declaration must change over time, just as land uses will inevitably change over time. New solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to these changing conditions. Where clearly to the Development's benefit, these new provision should be incorporated into the Declaration.

14.1 Amendment.

A. By Developer. Notwithstanding any statement or inference to the contrary in this Declaration, the Developer specifically reserves and has the absolute and unconditional right, throughout the Class B Control Period, to amend this Declaration without the consent or joinder of any party.

B. By Members. Except as stated elsewhere in this Declaration (including without limitation in Subparts A and F of this Section 14.1), after termination of the Class B Control Period, this Declaration may be amended at any time by the affirmative vote of two-thirds (2/3) of all Members entitled to vote; such amendment shall be evidenced by an instrument signed by the president or vice-president and secretary of the Association, certifying approval in writing by two-thirds (2/3) of the total votes. Rights reserved to Developer may not be amended without the specific consent of Developer. It is expressly stated that any Supplemental Declaration may, without any approval of the Owners, add, modify or otherwise supplement provisions of this Declaration, as originally filed or as same may be subsequently amended, and which will effectively (1) change (whether through increasing, lessening or otherwise) any or all restrictions on use otherwise, which would otherwise be applicable to property added to the Development pursuant to a Supplemental Declaration, but such changes shall only relate to and affect the Lots and other property added to the Development pursuant to the Supplemental Declaration, and (2) change (whether through increasing, lessening or otherwise) any or all building restrictions and/or other covenants, which would otherwise be applicable to property added to the Development pursuant to a Supplemental Declaration including without limitation all such building restrictions and/or other covenants contained in Article 12 or in the Design Guidelines, but such changes shall only relate to and affect the Lots and other property added to the Development pursuant to the Supplemental Declaration. Notwithstanding any inference herein to the contrary, no Supplemental Declaration shall be deemed to have modified any provisions of this Declaration applicable to Lots included within the Development prior to the filing of such Supplemental Declaration unless Supplemental Declaration expressly states such intention and

unless the Supplemental Declaration also qualifies as an amendment to this Declaration pursuant to this Subpart B, or the previous Subpart A.

C. Limitation. Whenever any action described in this Declaration requires approval of greater than two-thirds (2/3) of the total votes of the Members entitled to vote, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Notwithstanding anything contained herein to the contrary, any amendment to this Declaration which amends, alters, modifies, or deletes any right or servitude granted to the owners, invited guests or patrons of the Goodwood Home or Goodwood Tract must be approved by the Developer (or present owner of the Goodwood Home or Goodwood Tract, to the extent the Developer has transferred ownership of the Goodwood Home or Goodwood Tract).

D. Recording. Any amendment to this Declaration shall take effect upon recording in the public records.

E. Effective Date of Amendments. Notwithstanding any inference herein to the contrary, no amendment or modification of this Declaration shall affect or bear on the construction of Buildings within the Development to the extent that such Buildings have been constructed prior to the adoption of such modifications or other amendment; but such modifications and changes shall be effective with respect to any alterations or other additions to Buildings constructed after the date of such amendments or modifications to this Declaration. Amendments and modifications to this Declaration shall be effective with respect to any conduct within the Development, or use of Lots, made after the date of such amendment or modification, including without limitation thereto any such conduct or use occurring prior to such amendment or modification, and whether or not such conduct or use is continuing at the time of such amendment or modification.

F. Supplemental Declarations and Amendments to Design Guidelines. Notwithstanding any inference herein to the contrary, (i) Developer and the Association shall always have the right to make Supplemental Declarations pursuant to Section 2.2, without the consent of any Members, (ii) the Developer (during the Class B Control Period) and the ARC (after termination of the Class B Control Period) shall always have the right to amend and modify the Design Guidelines as provided in Section 9.15, without the consent of any Members, (iii) the Board shall always have the right to adopt and have filed amendments to this Declaration which contain modifications of the Design Guidelines adopted by the Developer/ARC pursuant to Section 14.1, and (iv) the rights of Developer and the Association set forth in Subparts A and B of this Section 14.1, and in this Subpart F, may not be withdrawn or otherwise modified without the consent of Developer and the Board.

14.2 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Development and shall inure to the benefit of and be enforceable by Developer, the Association, and all Owners of Lots within the Development, their respective legal representatives, heirs, successors or assigns for twenty (20) years, and shall be automatically extended for each succeeding ten (10) year period unless an instrument signed by Owners representing 90% of the votes of the Owners shall have been recorded, agreeing to terminate the Declaration as of a specified date. This Declaration may also be terminated in any of the following ways:

A. **Unanimous Consent.** The Declaration may be terminated at any time by the consent in writing of all Owners and Developer.

B. **Rerecording.** Unless this Declaration is terminated, the Association shall rerecord this Declaration or other notice of its terms at intervals, if any, necessary under Louisiana law to preserve its effect.

C. **Condemnation.** If all or part of the Commons is taken or condemned by any Governmental Authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

Article 15.
General Provisions

15.1 Sales Activities of Developer. Notwithstanding any language in this Declaration to the contrary, as long as Developer or any nominee of Developer owns any immovable property in the Development, Developer or its nominees shall have the right and privilege to maintain general and sales offices in and about the Development and to have their employees present on the premises to show property within the Development, use the Commons and, without limitation, to do any and all other things necessary or appropriate by them to sell or lease Lots, homes, office space or other property, all without charge or contribution to the Association except that Developer will owe Assessments just as any other Owner; provided, however, that such activities shall be carried on in such a manner as will not unreasonably interfere with enjoyment of the Lot(s).

15.2 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Development. The italicized portions at the beginning of each Article are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern. The captions of the various articles and provisions in this Declaration are for convenience only and in no way define, limit, or describe the scope of this Declaration, or the intent of any provision hereof. All references to particular Sections or Articles shall, except as otherwise expressly stated, be deemed to be references to those particular Sections or Articles of this Declaration.

15.3 No Waiver. The waiver by any party of a breach of any provision of this Declaration, the Design Guidelines or the Rules and Regulations, shall not operate or be construed as a waiver of any subsequent breach of that provision by any party. Failure to enforce any provision of this Declaration, the Design Guidelines or the Rules and Regulations, shall not be deemed a waiver of the right to do so at any time thereafter and shall not operate or be construed as a waiver of the right to enforce such provision at a later date, even if under identical circumstances and even if involving the same parties.

15.4 Mandatory Dispute Resolution Procedures and Rules.

A. **Application.** The following Dispute Resolution Procedure (“**Dispute Resolution Procedure**”) shall apply to and be mandatory for any and all claims or disputes that deal solely with the applicability and enforceability of this Declaration and (a) do not involve a Party’s application for immediate injunctive or similar relief; or (b) in the case of an Owner, *do* not involve a situation that constitutes an immediate, material threat to its relationship with any Mortgagee (each a “**Claim**”).

B. **Notice.** Any Party (“**Claimant**”) having a Claim against or dispute with any other Party(ies) (whether one or more, “**Respondent**”) (collectively, “**Affected Parties**”) shall provide Notice to each Respondent in writing (“**MDR Notice**”), stating plainly and concisely (1) the nature of the Claim, including the Persons involved and Respondent’s role in the Claim (2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises) (3) Claimant’s proposed remedy (4) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

C. **Negotiation.** The Parties shall make every reasonable effort to meet “in person” and confer for the purpose of resolving the Claim by good faith negotiation for a period of not less than fifteen (15) Days.

D. **Termination of Negotiations.** If the Parties do not resolve the Claim through negotiation (“**Termination of Negotiations**”), the Claimant shall have sixty (60) Days following the Termination of Negotiation to submit the Claim to a facilitated minitrial in accordance with Subsection (e) below or the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge the Respondent from any liability to Persons not a party to the foregoing proceedings.

E. **Facilitated Minitrial.** After the Termination of Negotiations, Claimant may elect to require the Parties to participate in a facilitated minitrial with Notice to the other Party. A minitrial shall be presented before a neutral facilitator and one representative of each Party. At least three (3) Days before the minitrial, each side will prepare and distribute to the representatives and the facilitator a written summary of its position, which may not exceed ten (10) double-spaced pages. At the minitrial, each side will have not more than three (3) hours to make an oral presentation, and thereafter the representatives will attempt in good faith and with the aid of the facilitator to resolve the dispute. Efforts to reach a settlement will continue until at least fifteen (15) Days have passed since the minitrial and one Party provides Notice of its desire to proceed to non-binding arbitration under Subsection (f) below. The minitrial will be conducted according to the AAA Mini-Trial Procedures then in effect. The Parties will attempt to agree on a mutually accepted facilitator. If the Parties cannot agree within ten (10) Days of the request to conduct a minitrial, the AAA will be asked to select the facilitator. The Parties will equally share any fees charged by the facilitator or AAA.

F. **Arbitration.** After the conclusion of the facilitated minitrial, either Party may elect to require the Parties to participate in nonbinding arbitration in accordance with the rules and procedures of the American Arbitration Association (“AAA”) rules for non-binding arbitration. Except for issues related to Force Majeure, unless the Parties agree in writing to be bound by the arbitrator’s decision (“**Award**”) prior to the commencement of arbitration

proceedings under the foregoing paragraph, any Party shall be free to reject the Award and sue in court of competent jurisdiction or initiate proceedings before any appropriate administrative tribunal.

G. Allocation of Costs of Resolving Claims Prior to Litigation. Each Party shall bear all of its own costs incurred prior to and during the proceedings described above, including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the facilitator or arbitrator.

15.5 Written Consent of Members of the Association in Absence of Meeting. Whenever the vote of the Members is required to authorize or constitute action by the Association, the consent in writing to such action signed only by those Members entitled to vote holding that proportion of the membership interest that is required by law, the Articles or this Declaration (whichever provides the applicable voting requirements), to take such action shall be sufficient for the purposes of obtaining such authority or decision, without the necessity for a meeting of the Members. During the Class B Control Period, the Developer as the Class B Member may approve of any action requiring the vote of the Members by written consent in lieu of a meeting.

15.6 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and, if different, to the last known address of the person who appears as Owner of the Lot as that address is stated on the records of the Association, at the time of the mailing. The date of mailing shall be deemed the date of giving of notice, except that the date of actual receipt shall be the date of the giving of any notice of change of address.

15.7 Gender and Number. The use of the masculine gender in this Declaration shall be deemed to include the feminine, or neuter, and the singular shall include the plural, wherever the context so requires.

15.8 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Louisiana.

15.9 Validity. If any one or more of the provisions (or any part thereof) of this Declaration, the Guiding Principles or of the Rules and Regulations of the Association, shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or any part thereof) shall not in any way be affected or impaired thereby and the balance of this Declaration, the Guiding Principles and the said Rules and Regulations of the Association shall remain in full force and effect. If any provision, or subpart of a provision, of this Declaration is for any reason and at any time determined to be invalid, illegal or unenforceable (a) it is expressly stated that such determination shall be applicable only to the parties involved in the arbitration or court proceeding in which such determination has been rendered, and then only to the particular facts and circumstances presented to the arbitrator(s) or court; (b) where a provision is determined to be invalid, illegal or unenforceable because it is determined to be excessively broad, the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to reform the subject provision by declaring it limited and reduced to make it compatible with applicable law; and (c) the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible,

to declare that provision or subpart reformed so as to eliminate only the portion of same which is determined to be invalid, illegal or otherwise unenforceable, so that the balance of said provision is allowed to remain in full force and effect.


15.10 Owner's Acceptance. By accepting title to any of the Lots or other property included now, or in the future, within the Development, each Owner agrees that he accepts title to said Lot or other property subject to the terms, provisions and acknowledges of: (a) this Declaration, (b) the Design Guidelines, (c) any Rules and Regulations of the Developer/Association that may be subsequently adopted, from time to time, by the Developer, the Association or the Board, and all modifications thereto, and (d) any future amendments to this Declaration and/or the Design Guidelines adopted pursuant to the terms and provisions of this Declaration.

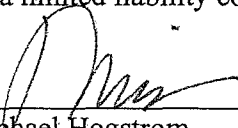
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IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first above written, before the undersigned competent witnesses.


WITNESSES

ADELIA DEVELOPMENT COMPANY, LLC,
a Louisiana limited liability company


Name: Samantha Whitcomb

By: 
Name: Michael Hogstrom
Title: Manager


Name: Kimberly Jackson


Notary Public
Name: _____
Bar Roll/Notary #: _____
Commission Expires 11/2024



Greenway Connection* ——— Phase I ——— 200 Apartment Units

** Greenway Connection: Subject to Federal, State and Local standards and approvals, construct a bridge and greenway connecting Phase 1 of Standards at Wilmont development to the adjacent Jackson Park (County Facility). Should this installation require specific Federal, State or Local approvals, then the developer shall use best efforts to obtain needed approvals, including contracting with professionals with experience in greenway design, construction, and approvals, including that of pedestrian bridges in locations where Federal and State regulations apply. If the developer is unable to obtain approval, the failure of which the zoning administrator may require the developer to confirm via a written denial from the applicable authority, within the timeline herein established, then the developer may request the City provide an extension to the implementation timeline for the Greenway and bridge or accept a fee-in-lieu payment for the greenway installation. The City will respond to this request in a timely manner. The City Engineering Department must inspect any proposed public infrastructure prior to installation.*



**CITY OF HENDERSONVILLE
COMMUNITY DEVELOPMENT DEPARTMENT**

160 6th Ave. E. ~ Hendersonville, NC ~ 28792
Phone (828) 697-3010 ~ Fax (828) 697-6185
www.hendersonvillenc.gov

APPLICATION FOR SUBDIVISION PLAT APPROVAL

The following are required to constitute a complete application for subdivision plat review:

- ~ This form including the property owner(s) signature(s).
- ~ Appropriate fee.
- ~ Subdivision plat meeting the requirements outlined in the subdivision ordinance.

Date 07/24/2025

Type of
Subdivision

☐

Minor

☒

Major

☐

Other
Type:

Address / Location of Property 240 Wilmont Dr, Hendersonville, NC 28792

List 10 digit PIN or 7 digit PID number for each property 9578299806

Current Zoning Residential

Acreage 35

Lots 123

Applicant Name Creekstone Holdings Hendersonville LLC

Address 4545 Post Oak Place Dr, Houston, TX 77027

Phone 843-343-3947

Fax NA


Email emwashburn@gmail.com

Designated Agent:Name

Address

Designated Agent's Signature _____

Property Owners(s):

* ^ Printed Name E Michael Washburn
☐ Corporation ☒ Limited Liability Company ☒ Trust ☐ Partnership ☐ Other: _____
 Signature 
 Title Member Email emwashburn@gmail.com
 Address of Property Owner 127 Summit Landing Dr, Zirconia, NC 28790

* ^ Printed Name _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____
 Signature _____
 Title _____ Email _____
 Address of Property Owner _____

* ^ Printed Name _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____
 Signature _____
 Title _____ Email _____
 Address of Property Owner _____

* ^ Printed Name _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____
 Signature _____
 Title _____ Email _____
 Address of Property Owner _____

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

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

PLANNING DIVISION

SUBMITTER: Matthew Manley **MEETING DATE:** August 14, 2025

AGENDA SECTION: New Business **DEPARTMENT:** Community Development

TITLE OF ITEM: Administrative Review: Preliminary Plat / Major Subdivision – Mabry Woods (25-47-SUB) – *Matthew Manley, AICP – Long-Range Planning Manager*

SUGGESTED MOTION(S):

<p><u>For Approval:</u></p> <p>I move that the Planning Board grant preliminary plat approval based on the requirements of the City of Hendersonville Subdivision Ordinance (with primary consideration of section 2.04 h Major Subdivision), for the Mabry Woods development subject to the following conditions:</p> <ul style="list-style-type: none"> The development shall meet all requirements for Public Parkland Dedication in accordance with Section 3.09, whether being through dedication or the payment of a fee in lieu. <p>[DISCUSS & VOTE]</p>	<p><u>For Denial:</u></p> <p>I move that the Planning Board deny the application for preliminary plat approval for the Mabry Woods development because the applicant has failed to demonstrate compliance with the following provisions Subdivision Ordinance:</p> <ul style="list-style-type: none"> Section 3.09 Parkland Dedication <p>[DISCUSS & VOTE]</p>
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SUMMARY:

The City of Hendersonville is in receipt of an application for preliminary plat review from Zach Grogan, MPG Hendersonville, LLC [Applicant/Owner]. The applicant is proposing to construct 59 single-family detached units on the subject property at 914 Brooklyn Ave (PIN 9578-43-7077, 9578-43-9238, and 9578-53-0013).

The applicant is proposing to plat 59 single-family attached home lots on the subject property at 914 Brooklyn Ave. (PINs: 9578-43-7077, 9578-43-9238, & 9578-53-0013). The Conditional Zoning for this project was approved in December 2024 and was approved for 60 townhome units.

The preliminary plat consists of residential home lots, parkland dedication area, common spaces, and rights-of-way. Staff finds that the plat is compliant with the Subdivision Ordinance with the exception of the proposed Parkland Dedication.

Since this development is proposed for fee-simple single-family dwellings, the land must be subdivided in order to be built and sold in its current configuration. Due to this, the project

must also go through the City’s subdivision process. Projects involving the division of land into 8 or more lots and the dedication of a new street meet the criteria of a ‘major subdivision’ and therefore will be reviewed according to the standards of the Subdivision Ordinance. If approved, final site plans can be approved and the construction of public infrastructure may begin. Once infrastructure is installed, the Final Plat can be recorded.

PROJECT/PETITIONER NUMBER:	Mabry Woods Major Subdivision (25-47-SUB)
PETITIONER NAME:	- Zach Grogan, MPG Hendersonville, LLC [Applicant/Owner]
ATTACHMENTS:	1. Staff Report 2. Preliminary Plat 3. Parkland Dedication Analysis 4. Application / Owner Signature Addendum

PRELIMINARY PLAT REVIEW- MABRY WOODS (25-47-SUB)
CITY OF HENDERSONVILLE - PLANNING STAFF REPORT

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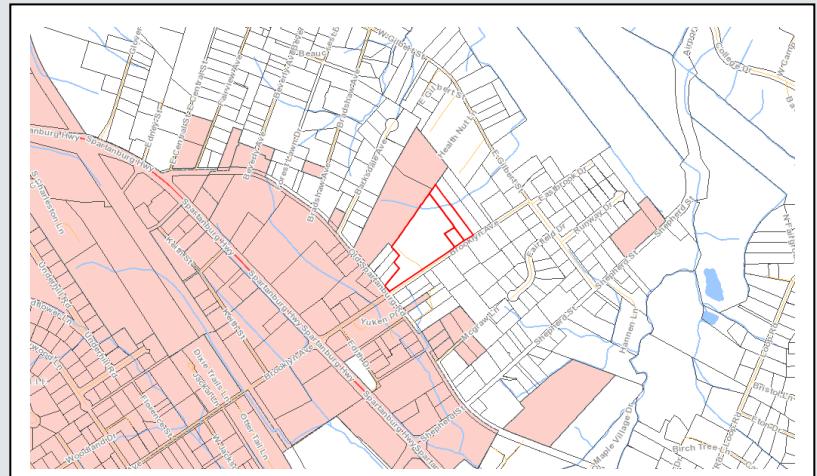
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PROJECT SUMMARY

- Project Name:
 - Mabry Woods
- Applicant & Property Owner:
 - MPG Hendersonville, LLC (Zach Grogan) [Applicant]
 - Holbert Family. [Owners]
- Property Address:
 - 914 Brooklyn Ave
- Project Acreage:
 - 6.94 Acres
- Parcel Identification (PIN):
 - 9578-43-7077
 - 9578-43-9238
 - 9578-53-0013
- Parcel Zoning:
 - Urban Residential Conditional Zoning District
- Requested Uses:
 - Residential dwellings, single-family (attached)
 - Number of Units Approved in CZD:
 - 60
 - Number of Units Proposed for Development:
 - 59
- Type of Review:
 - **Administrative-** Decisions made in the implementation, administration, or enforcement of the Zoning and Subdivision Ordinances that involve the determination of facts and the application of objective standards set forth in the Zoning and Subdivision Ordinances.



SITE VICINITY MAP

The City of Hendersonville is in receipt of an application for a Major Subdivision [preliminary plat] approval from Zach Grogan with MPG Hendersonville, LLC (applicant/owner).

The applicant is proposing to plat 59 single-family attached home lots on the subject property at 914 Brooklyn Ave. (PINs: 9578-43-7077, 9578-43-9238, & 9578-53-0013). The Conditional Zoning for this project was approved in December 2024 and was approved for 60 townhome units.

The preliminary plat consists of residential home lots, parkland dedication area, common spaces, and rights-of-way. Staff finds that the plat is compliant with the Subdivision Ordinance with the exception of the proposed Parkland Dedication.

Since this development is proposed for fee simple single-family dwellings, the land must be subdivided in order to be built and sold in its current configuration. Due to this, the project must also go through the City's subdivision process. Projects involving the division of land into 8 or more lots and the dedication of a new street meet the criteria of a 'major subdivision' and therefore will be reviewed according to the standards of the Subdivision Ordinance. If approved, final site plans can be approved and the construction of public infrastructure may begin. Once infrastructure is installed, the Final Plat can be recorded.

PRELIMINARY PLAT AND MAJOR SUBDIVISION GUIDELINES

Preliminary Plat Standards of Review

An application for a Major Subdivision shall be approved, if it complies with the following:

- The Major Subdivision is prepared and sealed by a licensed professional authorized by the state to prepare such documents.
- The Major Subdivision complies with the applicable standards in G.S. 47-30.
- The Major Subdivision includes all required certifications and other pertinent information as required by the city;
- All lots shall be served by a NCDOT-maintained roadway or a right-of-way constructed to and maintained in accordance with NCDOT or city standards, as appropriate.
- The name of the subdivision shall not duplicate or be similar to the name of an existing subdivision in Hendersonville or Henderson County.
- Street names used in the subdivision shall not duplicate or be similar to the names of streets in an existing subdivision in Hendersonville or Henderson County.
- All standards or conditions of any prior applicable permits and development approvals.
- The Major Subdivision complies with all other applicable requirements in this ordinance and the City Code of Ordinances.

Major Subdivision

Major Subdivisions include all divisions of land involving 8 or more lots; and/or involve the dedication of a new street or change in existing streets. Major Subdivisions must be reviewed by staff and must undergo an administrative review hearing by the Planning Board.

The Planning Board shall make an administrative decision after the conclusion of a public meeting. The procedure for a public meeting is as follows:

- Public meetings shall comply with the notice requirements of section 2.03.F.
- A public meeting shall be open to the public and shall be conducted in accordance with the planning board's adopted rules of procedure for administrative hearings.
- There is no requirement to allow general public comments during a public meeting,

though it may be allowed by the chair or other presiding officer. However public input and comment shall be allowed as required by applicable laws, the standards of this ordinance, and the Planning Board's adopted rules of procedure.

The Planning Board's decision shall be one of the following. All the following decisions are administrative in nature:

- Approval of the Major Subdivision as proposed.
- Approval of a revised Major Subdivision.
- Denial of the Major Subdivision.

The Planning Board shall render a decision on an application for a Major Subdivision within 32 days of the date of the first public meeting to consider the application unless a different review schedule is agreed to by the Planning Board, the City, and the Applicant.

Approval of a required Major Subdivision **shall not** constitute the approval for recording a subdivision with the Register of Deeds, or approval for the conveyance of lots. Approval of a required Major Subdivision authorizes the submittal of street and utility construction plans, and soil erosion and sedimentation control plan.

SITE IMAGES



Subject property at the corner of Old Spartanburg Rd & Brooklyn Ave



View of subject property – former mobile home park

SITE IMAGES



Typical view from adjacent property of the vegetative growth at the rear of the subject property in area slated for Parkland Dedication



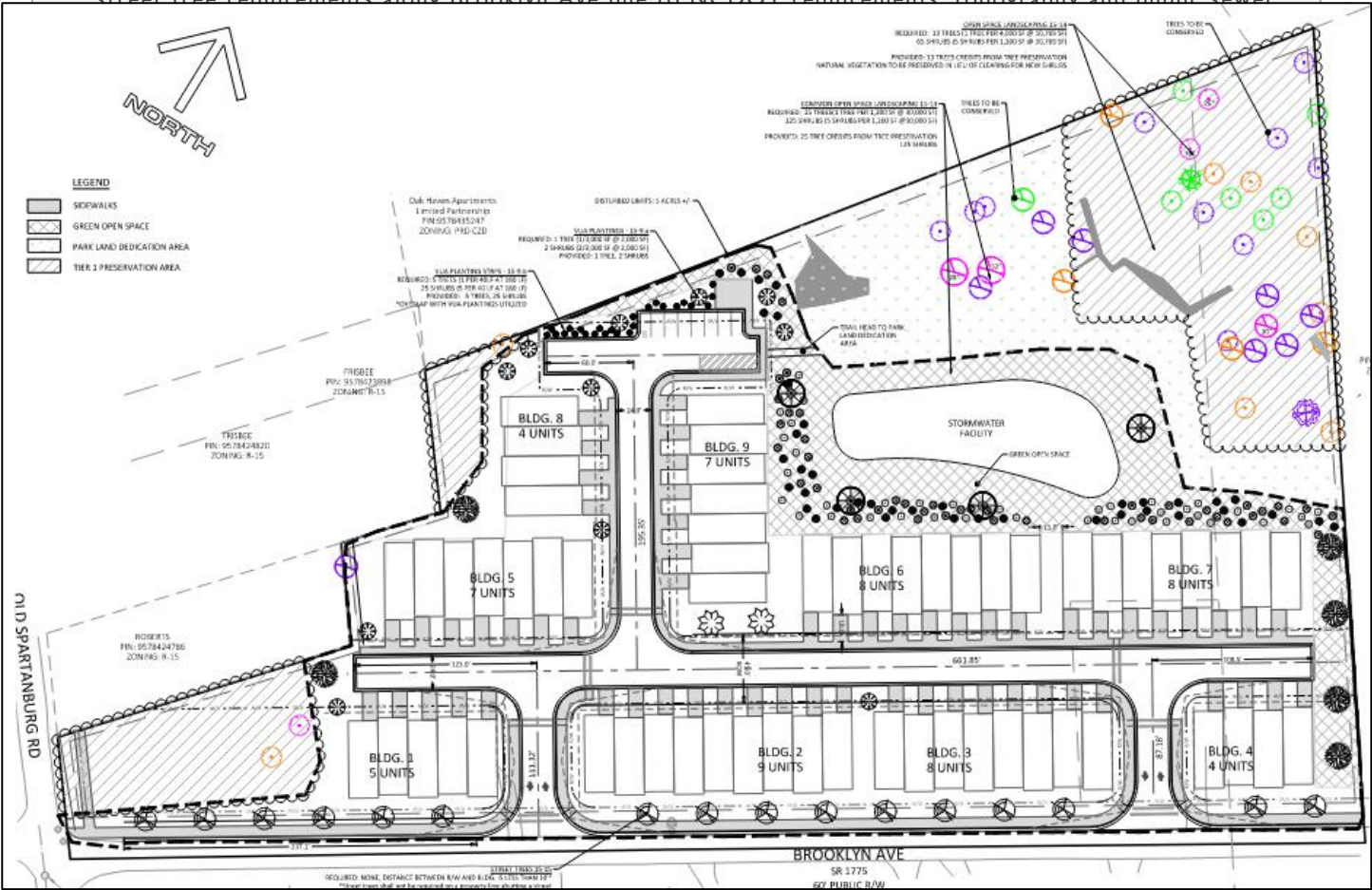
View of drainage coming off of adjacent site on to area slated for Parkland Dedication

REZONING REQUEST

Zoning District Requested	Units Approved	Approval Date
Urban Residential-CZD	60	December 5, 2024

The Mabry Woods townhomes project was approved as part of the Brooklyn Ave Townhomes Urban Residential Conditional Zoning District rezoning in December of last year. The original proposal was for 60 single-family attached homes and the project was approved with a number conditions including the following:

- Traffic Impact Analysis requirement for Urban Residential zoning waived for not reaching City of Hendersonville TIA standards.
- Waiver of sidewalks on both sides of internal streets and reduction from 7'
- Developer shall remove bamboo stand at/near the corner of Old Spartanburg Rd and Brooklyn Ave. Existing hardwood and evergreen trees intermixed within bamboo area shall be preserved. If existing trees are removed, the tree canopy preservation calculation shall be updated accordingly.
- The Mabry name shall be represented on internal streets.
- Developer shall construct an 8' privacy fence and Type A Buffer [across the width of the portion of the eastern property boundary extending] from the front of the building facing Brooklyn Ave to the back of building to the north.
- Developer agrees to provide on-street parking as shown on the northern portion of the site near the mail kiosk.
- Developer shall design secondary parking spaces (driveway) to meet or exceed Section 6-5-5.1 and 6-5-5.3 motor vehicle parking space design requirements.
- Developer shall be allowed to plant one medium tree (instead of large canopy tree) every 40' to meet street tree requirements along Brooklyn Ave due to NCDOT requirements, topography and public sewer



PROPOSED DEVELOPMENT DETAILS

- **Units**
 - 60 Attached Single-Family Home Lots (Townhomes)
 - Lots range in size from 1,040 Sq Ft to 950 Sq Ft
- **Proposed Use:**
 - Residential, Single Family
- **Acres/Density**
 - 6.94 Acres
 - Proposed density: 8.5 units per acre
- **Parkland Dedication**
 - The development is required to provide 500 Sq Ft of parkland per lot for a total of 29,500 Sq Ft. They are proposing to dedicate 61,986 Sq Ft (1.423 Acres).
- **Environment**
 - The wetlands, blue line stream and heavily wooded portion of the site are encompassed within the proposed Parkland Dedication area.
- **Streets**
 - All internal streets to the site will be within the proposed 45' ROW and built to public street standards and dedicated to the City.
- **Sidewalks**
 - The development will provide sidewalks along all internal streets as well as along property frontage on Brooklyn Ave and Old Spartanburg Rd.
- **Trails & Greenways**
 - None
- **Public Utilities**
 - The site is within the City limits and will be served by all City services including water, sewer, trash, fire, police, etc.

OUTSTANDING PRELIMINARY PLAT COMMENTS

COMMUNITY DEVELOPMENT

Site Plan Comments:

The preliminary plat accompanying this petition meets the standards established by the Subdivision Ordinances with the following exceptions:

- Staff finds that the proposed Parkland Dedication area does not meet 'Section 3.09 A. 3. b. Usability'. The area proposed for parkland is not well-drained as required by the Subdivision Ordinance. The proposed parkland area features multiple wetlands, headwaters of a creek, the stormwater outfall of adjacent development (directed

towards this area) and the outfall of the proposed subdivision development’s stormwater. Use of parkland would also be significantly inhibited by the overlap of the Tree Canopy Preservation area as required by Zoning and shown on the draft Final Site Plan Submittal (not yet approved). Additional analysis of the proposed parkland was performed using the City’s recently adopted Parks & Greenspace Master Plan to provide guidance on “*generally accepted public park development standards for the development of a public park*”. Results of the evaluation further highlight deficiencies with the proposed dedication. The evaluation is attached.

CITY ENGINEER

Preliminary Site Plan Comments:

- None

WATER / SEWER

Preliminary Site Plan Comments:

- None

FIRE MARSHAL

Preliminary Site Plan Comments:

- None

STORMWATER ADMINISTRATOR

Preliminary Site Plan Comments:

- None

FLOODPLAIN ADMINISTRATOR

Preliminary Site Plan Comments:

- None

PUBLIC WORKS

Preliminary Site Plan Comments:

- None

NCDOT

Preliminary Site Plan Comments:

- None

TRANSPORTATION CONSULTANT

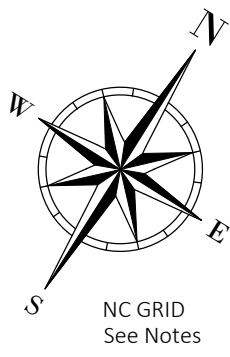
Preliminary Site Plan Comments:

- None.

STAFF ANALYSIS

Subdivision Compliance:

Based on the review by staff, the submitted preliminary plat meets the Subdivision Ordinance standards established for Major Subdivisions (Section 2.04 H) with the exception of the deficiencies in Parkland Dedication as listed in “Outstanding Preliminary Plat Comments.”



Owner Certification

I (We) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent.

Owner _____ Date _____

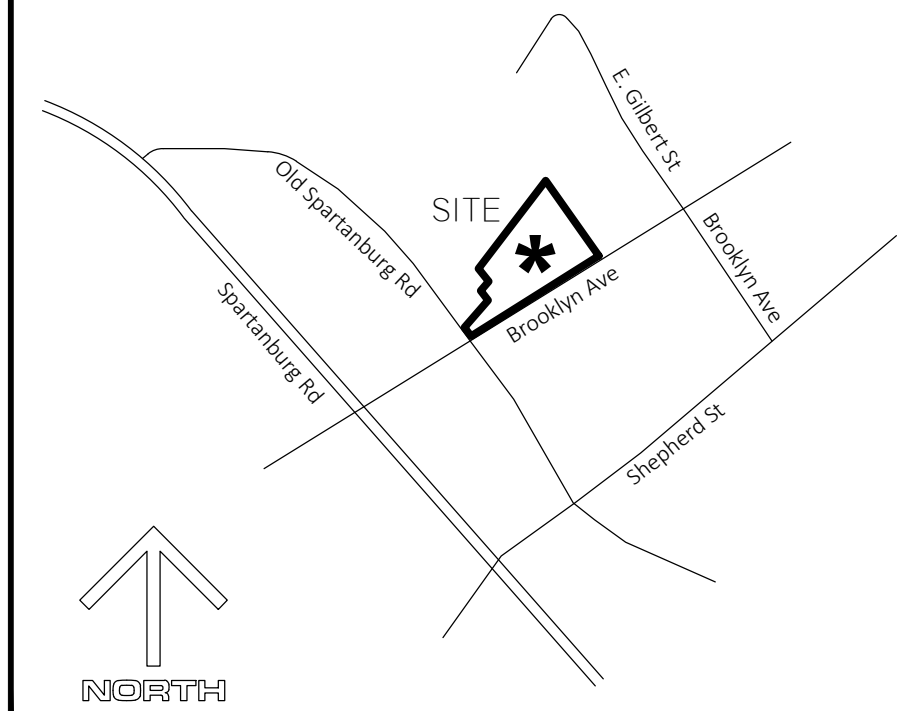
- The Parkland dedication area and tree canopy preservation area overlap.
- Pedestrian crosswalks will be provided in compliance with Sec. 4.04.D.4 of the Subdivision Ordinance.
- A Cluster Mailbox location will be provided in compliance with Section 3.08 of the Subdivision Ordinance.
- The proposed rights of way shown hereon are dedicated to the City of Hendersonville for the purposes of public right of way and the installation and maintenance of water, sanitary sewer and storm water utilities. Until such time as this dedication is accepted by the City, the proposed rights of way shall act as easement for the placement and maintenance of water, sanitary sewer and storm water utilities.
- Temporary Construction Easement:
 - At such time as Mabry Lane is extended to the east, the Owner reserves and, upon written request, shall grant to a duly licensed, bonded, and insured roadway contractor a 10-foot-wide Temporary Construction Easement ("TCE") located along the eastern property boundary, beginning 10 feet south of the southern limit of the Mabry Lane right-of-way, extending westerly 30 feet, and then northerly to the Mabry Lane right-of-way, containing approximately 300 sq ft.
 - Form of Easement. The TCE shall be documented in an industry-standard temporary construction-easement agreement that the Owner will execute within thirty (30) days of receipt and shall not unreasonably withhold, condition, or delay.
 - Insurance & Indemnity. The contractor shall (i) name Owner as an additional insured on all liability policies, (ii) carry not less than \$2,000,000 per-occurrence general-liability coverage, and (iii) indemnify, defend, and hold Owner harmless from any and all claims, losses, liens, or expenses (including reasonable attorneys' fees) arising out of the TCE.
 - Restoration. Within thirty (30) days after demobilization, the contractor shall restore the TCE area to substantially the same condition that existed immediately prior to entry, free of debris and hazards.
 - Security Deposit. As a condition precedent to mobilization, the contractor shall post with Owner a cash escrow in the amount of 100 percent of the Owner-approved restoration cost (minimum \$10,000, increasing 2 percent per year following final plat recordation) ("Security Deposit"). Owner may draw on the Security Deposit to cure any default or to complete restoration; any unused balance shall be returned within fifteen (15) days after Owner issues a written restoration acceptance.

Area Summary	
Building Pad 1	0.174 Acres
Building Pad 2	0.109 Acres
Building Pad 3	0.153 Acres
Building Pad 4	0.109 Acres
Building Pad 5	0.167 Acres
Building Pad 6	0.191 Acres
Building Pad 7	0.191 Acres
Building Pad 8	0.096 Acres
Building Pad 9	0.167 Acres
Common Area 1	0.311 Acres
Common Area 2	0.171 Acres
Common Area 3	0.112 Acres
Common Area 4	0.318 Acres
Common Area 5	0.094 Acres
Common Area 6	1.221 Acres
Parkland Area	1.423 Acres
Street R/W	1.326 Acres
NCDOT R/W	0.610 Acres
Total	6.943 Acres

Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Length
C1	31.43'	20.00'	N12° 48' 11"E	28.29'
C2	31.40'	20.00'	S77° 11' 49"E	28.28'
C3	31.43'	20.00'	N12° 48' 11"E	28.29'
C4	31.45'	20.00'	S77° 16' 00"E	28.31'
C5	15.71'	10.00'	N77° 12' 47"W	14.14'
C6	15.71'	10.00'	S12° 47' 13"W	14.14'
C7	28.92'	105.00'	S40° 59' 00"W	28.83'
C8	47.12'	30.00'	N78° 05' 35"E	42.43'
C9	40.04'	20.00'	N00° 26' 24"E	33.68'

Oak Haven Apartments
Limited Partnership
BK 1462 PG 243
PB 2011 SL 8320

Regal Oaks Apartments Inc.
BK 1521 PG 471
PB 2011 SL 8320



Vicinity Map

Surveyor's Certification

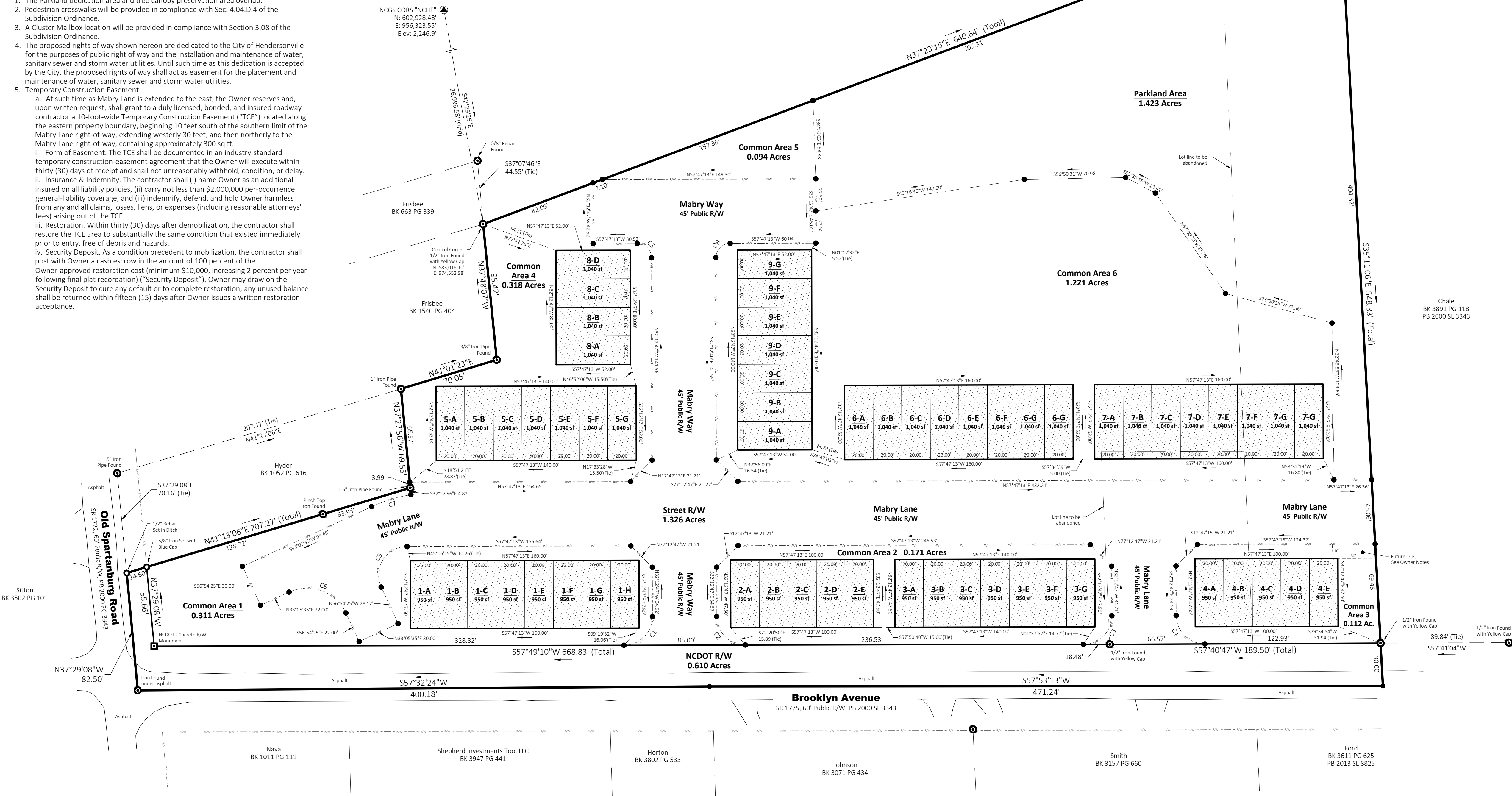
I certify that this plat was drawn under my supervision from an actual survey made under my supervision (see description and/or deed references below); that the boundaries not surveyed are indicated as drawn from the information noted on this plat of survey; that this survey is classified as an Urban Land Survey (Class A) having a calculated ratio of precision better than 1:10,000 before adjustments, and/or neither axis of the 95 percent confidence level error ellipse for any control point or property corner exceeds 0.10 feet; that this plat meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1603); and that this plat was prepared in accordance with G.S. 47-30 as amended. I further certify that this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

Witness my signature, seal and date.

C. Neil Shepherd, PLS #L-4746

Surveyor's Notes:

- The property which is the subject of this survey is described in Deed Book 3270, Page 287, Deed Book 3270, Page 291, Deed Book 3270, Page 295, and shown in Plat Book 2000, Slide 3343, Henderson County Registry; being Tax Parcels 9578437077, 9578530013, 9578439238. The property owners shown in the deeds at the time of survey were: Eugene S. Holbert, Edgar M. Holbert, John T. Holbert, and Wanda H. Ponder.
- This plat reflects information discovered by the surveyor in the normal course of work and does not necessarily show every possible condition affecting the property. A complete title abstract was not performed by Survey Pros. Underground utilities were not marked at time of survey. Underground utilities may exist which are not shown. The exact location of underground utilities cannot be accurately, completely, and reliably depicted without excavation. This property may be subject to easements and/or rights-of-way of record not shown. Other easements, rights-of-way, building ordinances, zoning, and other legal encumbrances may also exist. Adjoining property owner information was obtained from the local GIS. Title information is based on Commitment for Title Insurance from Chicago Title Insurance Company.
- GPS Certification: The grid tie shown on this map was taken from an actual GPS survey made under my supervision. The GPS portion of this survey meets the classification requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1607) for an Urban Land Survey (Class A) such that neither axis of the 95 percent confidence level error ellipse for the project control point(s) exceeds 0.10 feet. The static GPS survey was performed on 9-14-2022 with Trimble R8s receivers. National Geodetic Survey (NGS) CORS station "NCHE" was used as the fixed control station having published NC Grid coordinates NAD83(2011) and orthometric height (elevation) NAVD 88 as shown hereon. Vectors were adjusted utilizing Trimble Geomatics Office Business Solutions software. The geoid model used was GEOID12A. The horizontal positional accuracy relative to the remote control station was 0.06 feet prior to adjustment. The vertical positional accuracy relative to the remote control station was 0.3 feet prior to adjustment. The combined grid factor at the project control point is 0.9997763600. All bearings shown are relative to NC Grid, NAD 83(2011). All elevations shown are relative to NAVD 88. All distances shown are horizontal distances in U.S. Survey Feet unless otherwise noted. All areas shown were computed by coordinate computation.
- Flood Hazard Statement: The property lies within "Zone X" Other Areas, an area determined to be outside the 0.2% annual chance floodplain. Information obtained from the Federal Emergency Management Agency (FEMA), National Flood Insurance Program (NFIP), Flood Insurance Rate Map (FIRM), Panel Number 9578, Map Number 3710-9578-001, having an effective date of 10-2-2008.



LEGEND

—	Property Line (surveyed)
---	Tie Line (surveyed)
---	Adjoiner Line (not surveyed)
---	Easement
---	Overhead Electric
---	Right-of-Way
●	Computed Point

Review Officer Certification

State of North Carolina
County of _____

I, _____, Review Officer of _____ County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer _____ Date _____

Scale: 1 inch
0 40'

Property Owners (for the index): Eugene S. Holbert, Edgar M. Holbert, John T. Holbert, and Wanda H. Ponder.

Preliminary Subdivision Plat for:

Mabry Woods

Property Location:
Brooklyn Avenue, Hendersonville, NC 28792
Hendersonville Township, Henderson County, North Carolina



(336) 667-5533

Survey Pros, PLLC 924 Main Street, Suite 300 North Wilkesboro, NC 28659	Firm Number: P-2218 File Number: 22-163 Date: 07-19-2025
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www.NCSurveyPros.com

Responses in green indicate the standard is being satisfied

Responses in orange indicate the proposal is neutral in meeting the standard

Responses in red indicate the standard is not being met.

MABRY WOODS PARKLAND DEDICATION REVIEW

Sec. 3.09 – Dedication of public land.

A. Dedication of land for public parks

3. Nature of area to be dedicated. All lands proposed for dedication as park areas shall meet the following standards:

- a. **Unity.** The dedicated land shall be a single parcel of land if the parcels are contiguous, whether the subdivision is developed in phases or sections. **Yes**
- b. **Usability.** Public parkland must be without significant topographic elevation changes, well-drained, and suitable for use as a public park under generally accepted public park development standards for the development of a public park. In cases where dedication includes an area of water, public access to all portions of a water feature shall be provided and maintained, regardless of water feature's size. **Park area features multiple wetlands, headwaters of a creek, the stormwater outfall of adjacent development (directed towards this area) and the outfall of the proposed development's stormwater. It is not well-drained. Use of parkland would also be significantly inhibited by the overlap of the Tree Canopy Preservation area as required by Zoning and shown on unapproved Final Site Plan Submittal. See results of evaluation of "generally accepted public park development standards" as established in the City's Parks & Greenspace Master Plan (p. 114-115).**
- c. **Shape.** The dedicated land shall be of a shape that supports gathering and recreation activities. **The shape of the site is sufficient to support gathering and recreation however the site is limited by wetlands and existing vegetation.**
- d. **Location.**
 - i. The dedicated parkland shall be located so it can reasonably serve the park needs of the residents of the subdivision and immediate area. **The location is tucked to the rear of the development with no other direct connections to the immediate area. A pedestrian connection to the multi-family development to the north would facilitate improving access to the proposed location.**
 - ii. The city may require that the land dedicated be located on the periphery of the development in order to allow enlargement by combining the recreation and park area with adjacent development or park facilities, existing or planned. **There is potential for expansion in the future along the creek corridor, but under current requirements adjacent properties would need to be consolidated and a subdivision with over 30 lots would have to be proposed to require additional parkland dedication. Conversely, the City could acquire additional land in the area to expand this parkland.**
- e. **Access.**
 - i. All dwelling units in the subdivision and residents in the immediate area shall have access to and from the parkland provided by means of streets and public walkways or trails. **Yes.**
 - ii. Rights-of-way for this access shall be shown on the preliminary and final plats. **Yes.**
 - iii. All dedicated lands shall have access by way of a street. Such access can be provided when the dedicated land is adjacent to existing or proposed public parkland with street access. **Yes.**

Responses in green indicate the standard is being satisfied

Responses in orange indicate the proposal is neutral in meeting the standard

Responses in red indicate the standard is not being met.

Parkland Development Standards

Additional information provided to address Sec. 3.09 A. 3. B. “generally accepted public park development standards”

The following is strictly used as a guide. It is derived from pages 114-115 of the adopted 2024 [City of Hendersonville Parks & Greenspace Mater Plan](#)

NEIGHBORHOOD PARK | EXAMPLE SITE SELECTION STANDARDS

Does the site meet these basic standards?

- ☐ Is there a sizeable residential population within a 10-minute walk of the site? Would a park here help to fill a park walkshed or service gap?

Yes and Yes. It is identified as a Phase III Project Area

- ☐ Does the site have opportunities for safe walkable, bikeable and rollable access on multiple edges? No. No connection provided to adjacent developments/properties.

- ☐ Is the site big enough (ideally at least two acres) to function as a neighborhood park? Will the site soils, topography and drainage allow for a mix of spaces, from open and flexible to intimate and enclosed? No. While the size of the site is not the central issue, the site is not well-drained as it is and is proposed to receive additional stormwater from the site. This portion of the site is also slated to serve at the project’s Tree Canopy Preservation however vegetation is heavily overgrown and impassable without use of heavy equipment.

- ☐ Does the site have opportunities for active site edges—such as restaurants and shops—and strong connections to nearby schools, libraries and other community destinations? No. Location is sited at the rear of development. Future prospects of edge development are limited given the location.

- ☐ Is the site already owned by the City or a public or private partner? Currently Private. Offered for Dedication.

- ☐ Are there opportunities to protect or restore natural resources? To protect or restore a cultural landscape? No. Woodlands and Wetlands in this area are already protected by Tree Canopy Preservation standards.

NEIGHBORHOOD PARK | EXAMPLE DESIGN GUIDELINES

Does the park design create a welcoming entry experience?

Are there multiple park entries to collect visitors from multiple directions? **Potentially.**

Are the park edges open, welcoming and beautiful, with clear views into the park and site entries? **No.**

Do the park entrances have bike racks and good access by sidewalk and crosswalks? **Potentially**

Is there an appropriate amount of parking for cars given the context? **Yes.**

Does the park design celebrate and protect nature?

What percent of the park acreage has tree canopy? Gardens? Naturalized areas? **100%**

Are there big trees (or trees that will grow to be big) where they're needed to provide shade? **Yes.**

Is stormwater captured and cleaned on-site through green infrastructure? **Yes.**

Is the park beautiful? **Potentially.**

Does the park design encourage people to use the space?

Are there basic amenities—like playgrounds, flexible seating, shade, picnic tables and restrooms—that encourage people to linger, rest and socialize? **Potentially but limited.**

Are there basic amenities—like walking paths and flexible fields—that encourage people to be active? **Potentially but limited.**

Does the park design promote access and inclusion?

Are entries, paths and equipment accessible to ADA standards? **Potentially**

Are park features like signage and fitness equipment intuitive to understand and use? **Potentially**

Is there adequate space or facilities for the specific activities the neighborhood wants? **Potentially**

Are the park edges and access routes safe and attractive for multiple types of users? **No**

Does the park design promote safety?

Is there adequate (and Dark Sky Friendly) lighting? **No. Tree Canopy Preservation will prevent this.**

Are there open sight lines within the park and beyond its edges? **No. Tree Canopy Preservation will prevent this.**

Are there facilities and programming to ensure that plenty of people are using the park at different times of the day, week and year? **No. Unlikely to be the case with a passive park of this nature.**

Are there active uses around the park edges? **No. Location is sited at the rear of development. Future prospects of edge development are limited given the location.**

Does the park design provide for ongoing care and sustainability?

Are there adequate receptacles and signage for trash and recycling? **Potentially**

Is there a coordinated management plan for City staff and volunteers? **Potentially.**

Is there adequate activation, visibility and stewardship to ensure eyes on the park? **Potentially.**

Are the park materials and equipment durable and sustainable? **Potentially.**

**For use by Principal Authority / Para uso de la Autoridad Principal**

Cloudpermit application number / Número de solicitud de Cloudpermit

US-NC30720-P-2025-131

PIN / Número de rollo

7937

Application submitted to / Solicitud presentada a

Hendersonville, NC, North Carolina / Hendersonville, NC, Carolina del Norte

Description of Subject Property

Address / Dirección

914 BROOKLYN AVE

Municipality / Municipio

Hendersonville, NC, North Carolina /
Hendersonville, NC, Carolina del Norte

PIN / Número de rollo

7937

Purpose of Application

Application type / Tipo de solicitud

Subdivisions — Major

Applicant

Last name / Apellido

Grogan

First name / Nombre de pila

Zach

Corporation or partnership /

Corporación o sociedad

MPG Hendersonville, LLC

Street address / Dirección de la calle

31 Wade Hampton Blvd

Unit number / Número de unidad

Lot / Con.

Municipality / Municipio

Greenville

State / Provincia

South Carolina

ZIP code / Código postal

29609

Other phone / Otro teléfono

+1 8642989191

Mobile phone / Teléfono móvil

+1 8132401223

Fax

Email / Correo electrónico

zg@magnoliapropertygroup.com

Property owner		
Last name / Apellido HOLBERT, EUGENE S;HOLBERT, EDGAR M;HOLBERT, JOHN T;PONDER, WANDA H	First name / Nombre de pila	Corporation or partners Corporación o sociedad
Street address / Dirección de la calle 178 PACE RD HENDERSONVILLE NC 28792 9023	Unit number / Número de unidad	Lot / Con.
Municipality / Municipio	State / Provincia	ZIP code / Código postal
Other phone / Otro teléfono	Mobile phone / Teléfono móvil	
Fax	Email / Correo electrónico	

Section 5, Item C.

Applicant-Company Information		
Applicant Name: ZACHARY GROGAN	Company Name: MPG HENDERSONVILLE	Authorized Representative Title (if applicable) MEMBER

Property Owner-Company Information		
Property Owner Name: EUGENE HOLBERT	Company Name (if applicable, check corresponding box below)	Authorized Representative Title (if applicable)

Applicant

I, Zach Grogan (The Applicant), do hereby declare that the information contained in this application, the attached schedules and forms, the attached plans and specifications, and other attached documentation is true to the best of my knowledge. If a permit is granted, I agree to comply with Local Ordinances and the conditions of the permit. If the Applicant is a corporation or partnership, I have the authority to bind the corporation or partnership by signing off, I understand that it constitutes a legal signature confirming that I acknowledge and agree to the above declaration.

Signature of the applicant acknowledges that if the property is rezoned, the property involved in this request is bound to the use(s) authorized, the approved site plan and any conditions imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.


 Digitally signed on 07/02/2025, 3:30:19 PM EDT by Zach Grogan. / Firmado digitalmente el 2/7/25 15:30:19 EDT por Zach Grogan.

Property owner

I, HOLBERT, EUGENE S;HOLBERT, EDGAR M;HOLBERT, JOHN T;PONDER, WANDA H (The Property owner), do hereby declare that the information contained in this application, the attached schedules and forms, the attached plans and specifications, and other attached documentation is true to the best of my knowledge. If a permit is granted, I agree to comply with Local Ordinances and the conditions of the permit. If the Property owner is a corporation or partnership, I have the authority to bind the corporation or partnership by signing off, I understand that it constitutes a legal signature confirming that I acknowledge and agree to the above declaration.

Property owner hereby grants permission to the City of Hendersonville personnel to enter the subject property for any purpose required in processing this application. If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

Signature of the property owner acknowledges that if the property is rezoned, the property involved in this request is bound to the use(s) authorized, the approved site plan and any conditions imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

 Digitally signed on 07/02/2025, 3:30:15 PM EDT by Zach Grogan with an authorization letter from HOLBERT, EUGENE S;HOLBERT, EDGAR M;HOLBERT, JOHN T;PONDER, WANDA H. / Firmado digitalmente el 2/7/25 15:30:15 EDT por Zach Grogan con una carta de autorización de HOLBERT, EUGENE S;HOLBERT, EDGAR M;HOLBERT, JOHN T;PONDER, WANDA H.

Property Details		Section 5, Item C.
Type of Subdivision Major		
Name of Subdivision Mabry Woods		
Proposed Lots 59		
Total Project Area (acres) 6.94		

Applicant (Developer) Company Information		
Authorized Representative Name: ZACHARY GROGAN	Company Name (if applicable, check corresponding box below) MPG HENDERSONVILLE	
Company Type:		If other:
<input type="checkbox"/> Corporation: <input checked="" type="checkbox"/> Limited Liability Company: <input type="checkbox"/> Trust:		
<input type="checkbox"/> Partnership: <input type="checkbox"/> Other:		
Authorized Representative Title (if applicable - i.e. Member/Manager, President, etc.) MEMBER		

Property Owner Company Information (if different from Applicant)		
Authorized Representative Name: EUGENE HOLBERT	Company Name (if applicable, check corresponding box below)	
Company Type:		If other:
<input type="checkbox"/> Corporation: <input type="checkbox"/> Limited Liability Company: <input type="checkbox"/> Trust:		
<input type="checkbox"/> Partnership: <input type="checkbox"/> Other:		
Authorized Representative Title (if applicable - i.e. Member/Manager, President, etc.)		

Permission for Agent and/or Attorney to act on behalf of Owner(s)

Date:

Henderson County Site Development
240 Second Avenue East
Hendersonville, NC 28792

Dear Henderson County Office :

As you may know, I am acting as Agent / Attorney for Wanda H. Ponder to apply for all permits pertaining to development and construction associated with property located at 914 & 924 Brooklyn Ave. Hendersonville, NC but more legally known at Property Identification Number (PIN) 957-853-0013, 957-843-9238 & 957-843-7077 documented at the Henderson County Courthouse Land Records Office located at 85 Grove Street, Hendersonville, NC 28792.

I hereby give my / our permission to Magnolia Property Group, Inc // T. Martin Fridy to submit any plans or apply for permits required for this project.

Signed by property owner (s),

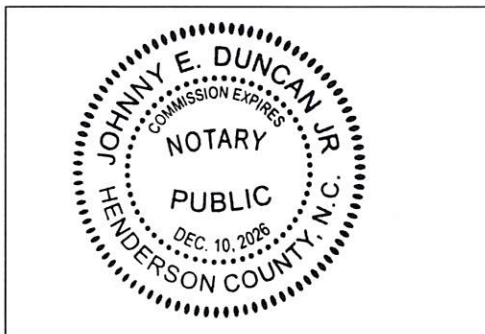
Wanda H. Ponder

Signed

Wanda H. Ponder

Land Owner of Record (Spell out exactly as on land records)

I, Johnny E. Duncan Jr, a Notary Public for the State of North Carolina, County of Henderson, do hereby certify that Wanda H. Ponder personally appeared before me this 30th day of MARCH, 2025 and acknowledge the due execution of the forgoing permission form. Witness my hand and official seal,



SEAL

My commission expires

12-10-26 *[Signature]*

Permission for Agent and/or Attorney to act on behalf of Owner(s)

Date:

Henderson County Site Development
240 Second Avenue East
Hendersonville, NC 28792

Dear Henderson County Office :

As you may know, I am acting as Agent / Attorney for John T. Holbert to apply for all permits pertaining to development and construction associated with property located at 914 & 924 Brooklyn Ave. Hendersonville, NC but more legally known at Property Identification Number (PIN) 957-853-0013, 957-843-9238 & 957-843-7077 documented at the Henderson County Courthouse Land Records Office located at 85 Grove Street, Hendersonville, NC 28792.

I hereby give my / our permission to Magnolia Property Group, Inc // T. Martin Fridy to submit any plans or apply for permits required for this project.

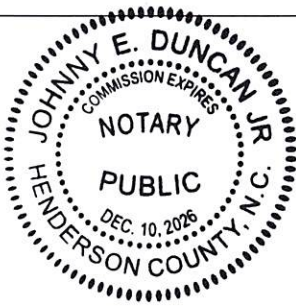
Signed by property owner (s),

John T. Holbert

Signed 

Land Owner of Record (Spell out exactly as on land records)

I, Johnny E. Duncan Jr, a Notary Public for the State of NORTH CAROLINA, County of HENDERSON, do hereby certify that John T. Holbert personally appeared before me this 30th day of MARCH, 2025 and acknowledge the due execution of the forgoing permission form. Witness my hand and official seal,



SEAL

My commission expires 12-10-26



Permission for Agent and/or Attorney to act on behalf of Owner(s)

Date:

Henderson County Site Development
240 Second Avenue East
Hendersonville, NC 28792

Dear Henderson County Office :

As you may know, I am acting as Agent / Attorney for Edgar M. Holbert to apply for all permits pertaining to development and construction associated with property located at 914 & 924 Brooklyn Ave. Hendersonville, NC but more legally known at Property Identification Number (PIN) 957-853-0013, 957-843-9238 & 957-843-7077 documented at the Henderson County Courthouse Land Records Office located at 85 Grove Street, Hendersonville, NC 28792.

I hereby give my / our permission to Magnolia Property Group, Inc // T. Martin Fridy to submit any plans or apply for permits required for this project.

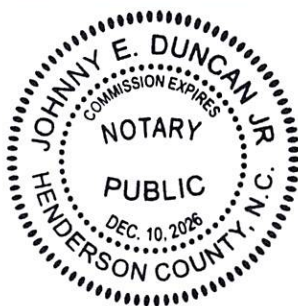
Signed by property owner (s),

Edgar M. Holbert

Signed

Land Owner of Record (Spell out exactly as on land records)

I, Johnny E. Duncan Jr, a Notary Public for the State of North Carolina County of Henderson, do hereby certify that Edgar M. Holbert personally appeared before me this 29th day of March, 2025 and acknowledge the due execution of the forgoing permission form. Witness my hand and official seal,



SEAL

My commission expires

12-10-26

Permission for Agent and/or Attorney to act on behalf of Owner(s)

Date:

Henderson County Site Development
240 Second Avenue East
Hendersonville, NC 28792

Dear Henderson County Office :

As you may know, I am acting as Agent / Attorney for Eugene S. Holbert to apply for all permits pertaining to development and construction associated with property located at 914 & 924 Brooklyn Ave. Hendersonville, NC but more legally known at Property Identification Number (PIN) 957-853-0013, 957-843-9238 & 957-843-7077 documented at the Henderson County Courthouse Land Records Office located at 85 Grove Street, Hendersonville, NC 28792.

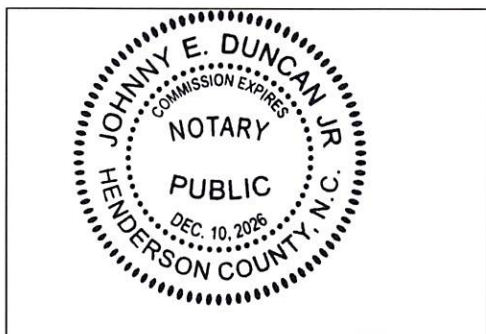
I hereby give my / our permission to Magnolia Property Group, Inc // T. Martin Fridy to submit any plans or apply for permits required for this project.

Signed by property owner (s),

Eugene S. HolbertSigned Eugene S. Holbert

Land Owner of Record (Spell out exactly as on land records)

I, Johnny E. Duncan Jr, a Notary Public for the State of North Carolina, County of Henderson, do hereby certify that Eugene S. Holbert personally appeared before me this 30th day of March, 2025 and acknowledge the due execution of the forgoing permission form. Witness my hand and official seal,



SEAL

My commission expires 12-10-26