



Cabarrus County Government

Cabarrus County Planning and Zoning Commission
Tuesday, July 14th @ 6:30 p.m.
Board of Commissioners Meeting Room
Cabarrus County Governmental Center

1. Roll Call
2. Oath of Office (Appointment for new member)
3. Approval of Meeting Minutes for June 9, 2026
4. New Business Planning Board:
 - A. **PLPR2024-00073** – Request to subdivide property located on the north side of Stirewalt Road. Harry T Morris and Maralyn R Morris Revocable Living Trust is the owner of the subject property and Sherwood Morris Investment is the applicant of this request. The address associated with the property 6950 Stirewalt Road (PINs: 4693-44-8805 & 4693-55-3001).
 - B. **RZON2026-00003** – Request to rezone property from Kannapolis Residential 1 (R-1) district to Agriculture / Open Space (AO) district. Cabarrus County is the Agent for the request and Robert & Sarah Malina and Jeffery & Anne Robinson are the owners of the subject property. The address(es) associated with the subject properties are 3004, 3030 & 3110 Barr Rd (PINs: 4692-75-9333 & 4692-85-4212).
5. Legal Update
6. Director's Report
7. Adjourn

Cabarrus County Government – Planning and Development



**Planning and Zoning Commission Minutes
July 14, 2026**

Mr. Michael Bywaletz, Chair, called the meeting to order at 6:30 p.m. Members present, in addition to the Chair, were Mr. Brent Rockett, Mr. Adam Dagenhart, Mr. Charles Paxton, Mr. Stephen Wise, Ms. Holly Thrift, Mr. Keith Conrade, Ms. Heather James and Mr. Peter Sabo. Attending from the Planning Department were, Mr. Phil Collins, Planning Supervisor, Ms. Susie Morris, Planning & Development Director, and Ms. Lisa Johnson, Clerk to the Commission. Also, in attendance was Mr. Douglas Hall, County Attorney. Absent from the meeting was Mr. Mohammed Idlibi and Ms. Ingrid Nurse.

Call to Order

Mr. Michael Bywaletz, Chair, called the meeting to order at 6:30 p.m.

Roll Call

Ms. Lisa Johnson, Clerk to the Commission, called the roll.

Oath of Office

Ms. Lisa Johnson administered the oath to a new member, Mr. Peter Sabo.

Approval of June 9, 2026 Meeting Minutes

Mr. Brent Rockett **MOTIONED, SECOND** by Ms. Holly Thrift to **APPROVE** the meeting minutes for June 9, 2026. The vote was unanimous to **APPROVE**.

Mr. Brent Rockett **MOTIONED, SECOND** by Mr. Adam Dagenhart to **APPROVE** the Granting Order. The vote was unanimous to **APPROVE**.

Mr. Michael Bywaletz, Chair, read the Rules of Procedure:

Rules of Procedure

1. The Cabarrus County planning staff person(s) shall first present the staff report and answer questions from the Commission. There will be no time limit on this presentation.
2. The Applicant or Appellant may make a presentation to the Board (optional) and will then answer questions from the Commission. There will be a 15-minute time limit on the presentation if the Applicant or Appellant chooses to make a formal presentation. There will be no time limit on questions from the Board following the presentation.
3. When the Board is ready to proceed, the proponents (those speaking generally in favor of the case) will have a total of 15 minutes to speak or present evidence in support of their position. The 15-minute time limit does not include questions directed to the proponents by the Commission.
4. After the proponents finish, the opponents (those speaking generally against the case) will have a total of 15 minutes to speak or present evidence in support of their position. The 15-minute time limit does not include questions directed to the opponents by the Commission.
5. Each side will then have 3 minutes for rebuttal, with the proponents going first. Again, questions directed to the speaker will not count against the time limit. This will conclude the public hearing portion of the meeting, and the Commission will proceed to deliberation.
6. Each side is strongly encouraged to use a spokesperson to present the positions commonly held by each. Each side is also strongly encouraged to organize their speakers and presentations to ensure that all persons wanting to speak will have time to do so.
7. If a speaker has questions of a person on the other side, such questions shall be addressed to the Commission members to be redirected to the person to be asked. There will be no direct questioning of one speaker by another except through the Commission.
8. Public demonstrations of support for a speaker's comments should be limited to clapping. Any other type of audible support shall be out of order and subject the offender to being removed from the building. Anyone speaking out of order shall likewise be subject to removal.

9. These rules are designed to have a full and fair hearing that is orderly and expeditious and avoid unnecessarily repetitious presentations.

Mr. Brent Rockett **MOTIONED, SECOND** by Mr. Stephen Wise to **APPROVE** the Rules of Procedure. The vote was unanimous to **APPROVE**.

New Business Planning Board

PLPR2024-00073- Request to subdivide property located on the north side of Stirewalt Road. Harry T Morris and Maralyn R Morris Revocable Living Trust is the owner of the subject property and Sherwood Morris Investment is the applicant for this request. The address associated with the property 6950 Stirewalt Road (PINs: 4693-44-8805 & 4693-55-3001).

The Chair asked if any of the Board members had a conflict of interest with the case. There being none, the Chair called on Mr. Phil Collins, Planning Supervisor, to present the Staff Report.

Staff Report

The subject property is located within the protected area of the Coddle Creek watershed. Most of the subject property is currently vacant and undeveloped. A residence and accessory structure occupy a small area in the middle of the subject property.

Mill Creek traverses the subject property from north to south along the western boundary. Regulated Special Flood Hazard Area and wetlands are located on the subject property along and near Mill Creek. An unnamed intermittent stream feeds into Mill Creek traversing the subject property from east to west through its northern half.

Multiple rights of way and easements are located on the subject property:

- There are two Duke Power rights of way on the subject property. A 200-foot Duke Power Transmission Line traverses the western side of the subject property from the southeast to northwest that contains two power lines. The second, smaller right of way is to the western side of the larger Duke Power right of way. It turns westward exiting the larger right of way, proceeds west towards the SFHA and exits the subject property.

- A Town of Midland 30-foot utility easement for the Monroe-Midland Gas Line runs concurrently next to the transmission line, along with a Fiber Optic Line.

The property is surrounded by residential and vacant properties. The subject property is surrounded on all sides by Agricultural/Open Space (AO) properties. There are some Kannapolis Residential (R1) to the south.

No governmental services are currently available. Each lot will be served by an individual well and septic system. The applicant is proposing a 39-lot Open Space Design Subdivision. Additional review standards are outlined in the Development Ordinance and required for Open Space Design Subdivisions. The proposed project has been reviewed for the additional standards required for this type of subdivision.

The applicant initially submitted a sketch plat in August of 2024 for review. During the review process, it was found that the applicant would need to request variances for the proposed arterial street buffer width, the proposed cul-de-sac length and the lack of connections to adjacent properties.

A variance application was initially presented to the Board of Adjustment at the October 2025 meeting. However, not enough members were present for Board of Adjustment business. The case was continued to the November meeting.

The matter was placed on the November Agenda. However, not enough members were present for Board of Adjustment business to be carried out. The case was continued to the December meeting.

The matter was placed on the December Agenda. Enough members were present for Board of Adjustment business to be carried out and the case proceeded. The Board of Adjustment granted the variance for the arterial buffer width with the condition that an easement be recorded on the first 25 feet from Stirewalt Road of lots 1, 39, 33 and 32 to allow for the buffer width and landscaping. A three-foot tall berm is also to be located within the 50-foot buffer. The other two variance requests were granted without conditions and as shown on the plan provided. The applicant is now ready to move forward with the preliminary plat process. The request is an AO Open Space Design Subdivision with 39 lots.

The subject property is located entirely within the Protected Area of the Coddle Creek Watershed Area. Because of this, NCDEQ does not review the project for Phase II Post-Construction Permitting. The review is conducted at the local level and based on the adopted watershed ordinance. Reviews of this nature are performed using the

Watershed Overlay District standards in Chapter 4. The proposed development has been reviewed by the County Engineer for compliance with the requirements of the Watershed Overlay District.

The subject property is in the Western Area land use planning area. The subject property is designated as Low Density Residential, which is described as residential development at a density of 1 dwelling unit per acre or less. The proposed density of the project is .39 dwelling units per acre.

Staff review finds that the proposed subdivision meets the standards of the Cabarrus County Development Ordinance or the applicable variances that were granted by the Board of Adjustment at the December 2025 meeting.

Staff suggests the following conditions of approval for the proposed Marabrook preliminary plat:

- Applicant shall procure any and all applicable federal, state and local permits prior to zoning permitting.
 - Applicant shall provide copies of all required state, local and federal permits for the permanent project file prior to zoning permitting.
 - Applicant shall comply with the conditions of preliminary approval established by NCDOT in the letter regarding Driveway Permit.
 - Applicant shall comply with any conditions of preliminary approval established by NCDOT in the Driveway Permit and shall provide a copy of the official permit for the project file.
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- Soil and Erosion control measures must comply with Federal and State water quality laws, regulations and rules.
 - Applicant shall comply with terms established and presented related to the Duke Power Transmission Line Right of Way.
 - Applicant shall comply with terms established and presented related to the Monroe-Midland Gas Line, including providing construction plans and specifications as needed for the City of Monroe to review.

- Applicant shall submit a segmented landscape plan showing the required buffers and buffer calculations to Staff for review and approval prior to final platting.

Mr. Phil Collins, Planning Supervisor, concluded the Staff Report by asking the Board if there were any questions. There were no questions from the Board.

Mr. Michael Bywaletz, Chair, said, it is my understanding that the applicant will not be making another presentation. Has that changed at all?

Mr. Joe Untz, applicant, confirmed that he would not be making a presentation.

The Chair asked the Board if there were any questions for the applicant. There were none, so the Chair opened the public hearing calling on those generally speaking in favor of the request.

Mr. Joe Untz said, I am the applicant for Sherwood Morris and I am here to answer any questions that you may have. The civil engineer is here as well.

The Chair asked if there were any others generally speaking in favor of the request. There were none, so the Chair called on those speaking in opposition of the request. There were none and the Chair asked if there any additional questions for the applicant or Staff. There being none, the Chair closed the public hearing and moved into discussion.

Mr. Michael Bywaletz, Chair, reminded the Board that the proposal was for a subdivision and they would need to come up with general findings for the proposed development. Some examples could be discussing if it is consistent with the land use plan based on what is going on around it.

Mr. Brent Rockett said, I believe the AO residential request fits well with the land use plan immediately surrounding as well as the adjacent properties. It seems to be a good fit for the neighborhood.

Mr. Michael Bywaletz said, do we feel that this will be a minimal impact in regard to "look and feel"? I know we have discussed this previously and put on some conditions regarding the landscaping. We took a good look at this last time and it is consistent with the surrounding neighborhood.

Mr. Charles Paxton said, given the lay of the land, he's done the best he can. All of the low hanging fruit has been picked, so you have to work with what you've got. It seems to me he's done as good of a job as possible.

Mr. Adam Dagenhart said, the layout of the road meets the conditions that we set forth. He's got his Driveway Permit; he has the NCDEQ Erosion Control Permit. He's done everything that was asked in the conditions.

The Chair asked the Board if there were any additional conditions that needed to be added.

Mr. Heather James said, I don't have any additional conditions. I just have a question for the applicant. It looks like it's been several months since the neighbors were contacted. Has there been any follow up with the neighbors regarding any negative or positive comments?

Mr. Joe Untz said, I have not had any contact or communication from any neighbors in the local area.

Mr. Keith Conrade, said, in my experience, when you do something of this size, you reach out to the community to get their input.

Mr. Joe Untz said, that is correct, and we did send out letters to all of the adjacent property owners with my contact information. Whether this matters or not, I live about 2 blocks away from this property and most of the residents know where to find me.

Ms. Holly Thrift said, noting the conditions of compliance and the consistency statements made by the Board members, I would like to make a motion to approve this request.

Ms. Holly Thrift **MOTIONED, SECOND** by Mr. Charles Paxton to **APPROVE** the subdivision. The vote was unanimous to **APPROVE**.

New Business Planning Board

RZON2026-00003 – Request to rezone property from Kannapolis Residential 1 (R1) district to Agriculture / Open Space (AO) district. Cabarrus County is the Agent for the request and Robert & Sarah Malina and Jeffery & Anne Robinson are the owners of the subject properties. The address(es) associated with the subject properties are 3004, 3030 & 3110 Barr Rd (PINs: 4692-75-9333 & 4692-85-4212).

The Chair asked if there were any members of the Board that had a conflict of interest with the case. There being none, the Chair called on Mr. Phil Collins, Planning Supervisor, to present the Staff Report.

The subject property is currently zoned Kannapolis R1 (Residential 1) and the proposed zoning is AO (Agricultural/Open Space). All uses permitted in the Kannapolis R1 zoning district are permitted by right on the subject property. If this request is approved, all uses permitted in the AO district would be permitted on the subject property. The total area of this request is just over 16 acres in size.

The subject property is made up of two separate tracts of land that were de-annexed from Kannapolis effective June 30, 2026. Parts of both properties are in the Critical Area of the Coddle Creek Watershed. The subject properties are surrounded by single-family residential homes. Properties to the north, south and east of the subject property are in the City of Kannapolis. Properties to the west are in unincorporated Cabarrus County. The subject property is surrounded by R1 zoned properties to the north, east and south. AO zoned properties are to the west.

The subject properties as discussed in the Northwest Cabarrus Small Area Plan are designated as low density residential. Low density residential areas are characterized by low to moderate density residential development of .5 acres up to 1.5 units per acre if additional development standards are met.

The Critical area of the Coddle Creek Watershed extends onto the front portions of the subject properties. Densities in this area are limited pursuant to Chapter 4, Part 1, Watershed, Overlay Zone.

North Carolina General Statute 160D-202 (h) Relinquishment of Jurisdiction states that when a city relinquishes jurisdiction over an area that it is regulating under this Chapter to a county, the city development regulations and powers of enforcement shall remain in effect until (i) the county has adopted such development regulation or (ii) a period of 60 days has elapsed following the action by which the city relinquished jurisdiction, whichever is sooner. Prior to the transfer of jurisdiction, the county may hold hearings and take other measures consistent with G.S. 160D-204 that may be required to adopt and apply its development regulations for the area at the same time it assumes jurisdiction.

The subject properties were removed from the city limits of Kannapolis by SL 2026-02. Cabarrus County has 60 days from the effective date to place zoning on the property.

This is a conventional rezoning request; therefore, all uses permitted within the AO zoning district would be allowed and the development standards of the Coddle Creek Watershed Overlay, along with all other applicable Overlay standards would apply to the subject property if approved.

The Planning and Zoning Commission should consider all the information provided and determine if the proposed rezoning is consistent with the Commission's vision for this area of Cabarrus County.

Mr. Phil Collins asked the Board if there were any questions.

Mr. Michael Bywaletz said, the report says the action was effective June 30, 2024 and the County had 60 days?

Mr. Phil Collins, Planning Supervisor, said, that was a typo. It was supposed to say June 30, 2026.

Mr. Michael Bywaletz said, what is the zoning of the adjacent properties?

Mr. Phil Collins (showing on map) said, this green area is all zoned AO. This would be considered an extension of the district across the street.

Mr. Adam Dagenhart said, are those properties straight AO or AO-CD (Conditional District)?

Mr. Michael Bywaletz said, it is my understanding that the applicant doesn't have a presentation. We will open the public hearing and call on those speaking generally in favor of the request.

Mr. Scott Robinson of 3004 Barr Pond Road, Concord, NC 28027, came up to speak.

I live at the larger of the two properties. I am all for the de-annexation. I've been wanting out since 1998. There are about 19 other property owners that are in the process of trying to get out. We found out later they would never give us water and sewer. That's okay; we have well and septic. My only question is, will this affect my farm designation?

Ms. Susie Morris, Planning and Development Director, said, he told me that he had farm designation. That is actually a tax designation. It doesn't have anything to do with zoning. AO zoning does allow agriculture, so there shouldn't be any changes with that.

Mr. Scott Robinson said, I have something else that may come up with the other homeowners. I have paid over \$50,000 in taxes since 1998. We have a stormwater tax, but we have no sewer or water. They don't treat any water that comes off of our land, but we've been getting that bill also. Why is it okay to bill a service they know they are not going to give? Another question I had is whether we can recoup some of our money in a class action suit?

Mr. Douglas Hall, County Attorney, said, I wouldn't be able to advise you on that. I am here to represent the Board.

The Chair asked if there was anyone speaking in opposition of the request. There were none. The Chair asked if there were any additional questions for the applicant or Staff. There were none and the Chair closed the public hearing.

Mr. Michael Bywaletz, Chair, told the Board there would need to be a discussion about the request and come up with a proposed motion to approve or deny.

The Chair said, looking at the request and the designation across the street, it falls in line with the request. Does anyone agree or disagree?

Mr. Brent Rockett said, I think that considering the adjacent properties are zoned AO, this is a fit for that particular district. The current uses of the existing property fit well with AO zoning.

Mr. Michael Bywaletz said, it appears to also meet the intent of the zoning district in this area. You will be able to continue what you are doing on the land.

Mr. Brent Rockett said, the other side to this is that there's 60 days to have some type of designation. We are within that, but something has to be decided tonight and this seems to be the best fit.

Mr. Charles Paxton said, if the County has 60 days, how long do the other people have?

Mr. Michael Bywaletz said, do you mean the other properties? They haven't been de-annexed yet.

Ms. Susie Morris said, this was done by the legislature. I'm not sure if you remember Mr. Wallace in this area. He kind of said the same thing that these property owners are saying. If they are successful in going to the legislature, then it would be the same process for them.

Mr. Brent Rockett said, given that there is precedence, it is likely that is going to come into fruition at some point should they decide to push it.

Ms. Susie Morris said, sometimes they handle things differently. It depends on whether the bill itself makes it through or not. Sometimes if it's an add-on to something else, the bill is not successful. It all depends on how it would make its way through the process. There is no guarantee.

Ms. Heather James said, so there aren't any comments from Kannapolis on whether it fits their plan for that area?

Ms. Susie Morris said, there has not been comments from Kannapolis because they would not have jurisdiction at this point. It's up to the County to apply the zoning designation. If the AO is consistent with what the County has in the area, we would have to look at our land use plan.

Mr. Heather James said, but the rest of it is zoned Kannapolis around the property. Could this be problematic? I just wondered if there were any conversations you'd had about it.

Ms. Susie Morris said, not really, because once it reverts back to the County, it is County zoning and County land use plan and we only have that very short time. They are typically aware of these de-annexations. Up to this point, they really have not offered any comments on them, so we have proceeded with what is consistent with that area.

Ms. Heather James said, thank you.

Mr. Adam Dagenhart said, do you know if there was a land use plan for this area before they were de-annexed?

Ms. Susie Morris said, it may have been the Western Area Land Use Plan, but may have been called something different back then. Especially because it's close to the reservoir, it would have been a large lot designation or low-density designation. AO is the lowest density designation you can have.

Mr. Michael Bywaletz said, it sounds like it is consistent with the AO designation for Cabarrus County. Is there a motion to approve the request to place AO Zoning on the subject properties?

Vote #1

Mr. Brent Rockett **MOTIONED, SECOND** by Mr. Adam Dagenhart to **APPROVE** the Request to Change Zoning from Kannapolis R1 to Cabarrus County AO. The vote was unanimous to **APPROVE**.

Mr. Michael Bywaletz, Chair, said, we need to provide a consistency statement as it relates to the land use plan. As part of this process, we need to create a consistency statement and provide the reasons why we approved or denied the rezoning request and why the request is or is not reasonable in the public interest.

Mr. Brent Rockett said, I think we touched on many of those points earlier. It is nearest to the AO designation and meets the Northwest Land Use Plan. For all that I can see, it is very compatible with the surrounding area.

Mr. Michael Bywaletz said, it fits all of the adjacent uses in the general area.

Mr. Adam Dagenhart said, the rezoning meets the intent of the land use plan and is consistent with adjacent properties currently in the County zoning.

Vote #2

Mr. Adam Dagenhart **MOTIONED, SECOND** by Mr. Brent Rockett to **APPROVE** the Consistency Statement. The vote was unanimous to **APPROVE**.

Legal Update

Mr. Doug Hall, County Attorney, said I don't have anything specific to bring to your attention. I am looking forward to having Susie and Lisa back in the building. I know they are looking forward to being back also.

Director's Report

Ms. Susie Morris, Planning and Development Director, said, we have a new member. We would like to welcome Mr. Sabo. We are moving forward to other potential reappointments. Hopefully, we will know on July 21st if the reappointments were approved. It was placed on the consent agenda, so I am hopeful those two

reappointments will be approved. We will have a full complement of the board until August. Right now, we don't have any qualified applicants for a position that will be open. Our alternates will rotate until we find someone to take that position.

Mr. Brent Rockett asked if the open position was specific to an area.

Ms. Susie Morris said, yes, it will be Mr. Pinto's position. Also, around August or September, we will be electing leadership. So, you should be thinking about this.

Mr. Michael Bywaletz said, is there any other business to the good of the group? If not, is there a motion to adjourn?

Adjourn

Ms. Holly Thrift **MOTIONED, SECOND** by Mr. Stephen Wise to **ADJOURN**. The vote was unanimous to **ADJOURN** at 7:11 pm.

APPROVED BY: Michael Bywaletz, Chair

A handwritten signature in blue ink, appearing to read "Michael Bywaletz", is written over a horizontal line.

SUBMITTED BY: Lisa Johnson, Clerk to the Planning & Zoning Commission

A handwritten signature in blue ink, appearing to read "Lisa Johnson", is written over a horizontal line.

ATTEST BY: Susie Morris, Planning & Development Director

A handwritten signature in blue ink, appearing to read "Susie Morris", is written over a horizontal line.

PLANNING STAFF REPORT
CABARRUS COUNTY PLANNING AND ZONING COMMISSION
7/14/26

Staff Use Only:
Approved: _____
Denied: _____
Tabled _____

Petition: PLPR2024-00073 Preliminary Plat Approval

Subdivision Name: Marabrook

Subdivision Type: Major Subdivision District (AO Zoning - Open Space Design Option)

Applicant Information: Joseph G. Untz
Sherwood Morris Investments, LLC
4200 Maid Marion Lane
Kannapolis, NC 28081

Zoning: Agricultural/Open Space (AO)

Township: Township Three

Property Location: 6900 & 6950 Stirewalt Road

PIN#: 4693-44-8805 & 4693-55-3001

Proposed Number of Lots: 39

Area in Acres: +/- 101.253 acres

Site Description: The subject property is located within the protected area of the Coddle Creek watershed. Most of the subject property is currently vacant and undeveloped. A residence and accessory structure occupy a small area in the middle of the subject property.

Mill Creek traverses the subject property from north to south along the western boundary. Regulated Special Flood Hazard Area (SFHA) and wetlands are located on the subject property along and near Mill Creek. An unnamed intermittent stream feeds into Mill Creek traversing the subject property from east to west through its northern half.

Multiple right of ways and easements are located on the subject property.

- There are two Duke Power right of ways on the subject property. A 200-foot Duke Power Transmission Line traverses the western side of the subject property from southeast to northwest and contains two power lines.

The second, smaller right of way is to the western side of the larger Duke Power right of way. It turns westward, exiting the larger right of way, proceeds west towards the SFHA and exits the subject property.

- A Town of Midland 30-foot utility easement for the Monroe-Midland Gas Line runs concurrently next to the transmission line, along with a Fiber Optic line.

Adjacent Land Uses: Residential & Vacant

Surrounding Zoning: North – Agricultural / Open Space (AO)
East – Agricultural / Open Space (AO)
South – Agricultural / Open Space (AO) and Kannapolis Residential (R-1)
West – Agricultural / Open Space (AO)

Utility Service Provider: No governmental services are currently available. Each lot will be served by an individual well and waste-water disposal systems (septic systems).

Exhibits

- Exhibit A – Staff Report
- Exhibit B – Application
- Exhibit C – Preliminary Plat
- Exhibit D – Neighborhood Meeting Information & Signs
- Exhibit E – Staff Maps
- Exhibit F – Adjacent Properties Information
- Exhibit G – NCDEQ Soil & Erosion Permit
- Exhibit H – NCDOT Conditional Approval
- Exhibit I – Adjacent Property Owner & Property Owner Letters
- Exhibit J – Duke Energy Approval
- Exhibit K – Gas line Approval
- Exhibit L – Soil Evaluation
- Exhibit M – Street Name Approval
- Exhibit N – Wetlands Report
- Exhibit O – CCRs
- Exhibit P – Granting Order for VARN2026-00001

Code Considerations

The Agricultural / Open Space zoning district has the following development standards:

	Conventional Design
• Minimum Front Yard Setback (local road):	50'
• Minimum Front Yard Setback (minor collector):	75'
• Minimum Side Yard Setback:	20'
• Minimum Side Accessory Setback:	20'
• Minimum Rear Yard Setback:	30'
• Minimum Rear Accessory Setback:	30'
• Minimum Rear Accessory Setback (<i>structure less than 15' in height</i>):	5'
• Maximum Impermeable Surface:	15%
• Maximum Building Height:	40'

Agency Review Comments

- **NCDOT Review**
A preliminary approval for a driveway permit was issued by NCDOT subject to conditions. See Letter Dated from NCDOT (Exhibit H)
- **Erosion Review**
A Soil & Erosion Control Plan was approved by NCDEQ and a Certificate Issued. See Soil & Erosion Control Permit CABAR-2026-0270(Exhibit G)
- **EMS Review**
Cabarrus County EMS has no issues (Justin Brines, Deputy Chief – Administration EMS)
- **Sheriff Review**
No comments (Lieutenant Travis McGhee, Sheriff's Office, Communications Division)
- **Fire Marshal Review**
No further comments. (Ashleigh Ennis, Assistant Fire Marshall)
- **E-911 / Addressing Review**
No comments (per Brandy Webster, Addressing Coordinator)
- **Cabarrus Health Alliance Review**
No Comments. (per Jacob Snyder, Assistant Environmental Health Director)
- **Cabarrus Soil & Water Conservation District Review**
No further comments. (Abby Weinshenker Resource Education Coordinator)

- **Planning Review**
See staff report (Phillip Collins, Planning Supervisor)

Staff Analysis

- The subject property is approximately 101.253 acres in size and is zoned Agriculture Open Space (AO).
- The applicant is proposing a 39 lot Open Space Design Subdivision.
 - Additional review standards are outlined in the Development Ordinance and required for Open Space Design Subdivisions.
 - The proposed project has been reviewed for the additional standards required for this type of subdivision.
- The applicant initially submitted a sketch plat in August of 2024 for review.
 - During the review process, it was found that the applicant would need to request variances for the proposed arterial street buffer width, the proposed cul-de-sac length and the lack of connections to adjacent properties.
 - A Variance application was initially presented to the Board of Adjustment at the October 2025 meeting. However, not enough members were present for Board of Adjustment business to be carried out. The case was continued to the November meeting.
 - The matter was placed on the November Agenda. However, not enough members were present for Board of Adjustment business to be carried out. The case was continued to the November meeting.
 - The matter was placed on the December Agenda. Enough members were present for Board of Adjustment business to be carried out and the case proceeded.
 - The Board of Adjustment granted the variance for the arterial buffer width with the condition that an easement be recorded on the first 25 feet (from Stirewalt Road) of lots 1, 39, 33 and 32 to allow for the buffer width and landscaping. A three-foot tall berm is also to be located within the 50-foot buffer. The other two variance requests were granted without conditions and as shown on the plan provided.

- The applicant is now ready to move forward with the preliminary plat process. The request is an AO Open Space Design Subdivision with 39 lots.
- The subject property is located entirely within the Protected Area of the Coddle Creek Watershed Area. Because of this, NCDEQ does not review the project for Phase II Post-Construction Permitting. The review is conducted at the local level and based on the adopted watershed ordinance. Reviews of this nature are performed using the Watershed Overlay District standards in Chapter 4.
 - The proposed development has been reviewed by the County Engineer for compliance with the requirements of the Watershed Overlay District.
- The subject property is in the Western Area land use planning area. The subject property is designated as Low Density Residential, which is described as residential development at a density of 1 dwelling unit per acre or less. The proposed density of the project is .39 DU/acre.

A staff review finds that the proposed subdivision meets the standards of the Cabarrus County Development Ordinance or the applicable variances that were granted by the Board of Adjustment at the December 2025 meeting. See Exhibit P

Conditions of Approval

Staff suggests the following conditions of approval for the proposed Mercer Estates preliminary plat:

- Applicant shall procure any and all applicable federal, state, and local permits prior to zoning permitting. (Planning)
- Applicant shall provide copies of all required state, local, and federal permits for the permanent project file prior to zoning permitting. (Zoning)
- Applicant shall comply with the conditions of preliminary approval established by NCDOT in the letter regarding the Driveway Permit. (NCDOT)
- Applicant shall comply with any conditions of approval established by NCDOT in the Driveway Permit and shall provide a copy of the official permit for the project file. (NCDOT/Planning)
- Soil and Erosion control measures must comply with Federal and State water quality laws, regulations and rules. (NCDENR, Project ID CABAR-2026-0270)
- Applicant shall comply with terms established and presented related to the Duke Power Transmission Line Right of Way. (Duke Energy/Planning)
- Applicant shall comply with terms established and presented related to the Monroe-Midland Gas Line, including providing construction plans and specifications as needed for the City of Monroe to review. (City of Monroe/Planning)

- Applicant shall submit a segmented landscape plan showing the required buffers and buffer calculations to Staff for review and approval prior to final platting.
(Planning/Engineering)



PRELIMINARY PLAT APPLICATION

STAFF USE ONLY:

Application/Accela#: _____

Reviewed by: _____

Date: _____

Amount Paid: _____

INSTRUCTIONS/PROCEDURES:

1. Complete and submit the Preliminary Plat Application.
2. Provide a copy of approved Street Name Review and Confirmation form.
3. Complete and submit a copy of the preliminary plat check list (type or print).
4. Submit 10 copies of your preliminary plat.
5. Submit any additional information or documents for your application to be considered complete. This will be determined at the pre-application meeting.
6. Submit fee:
 - ☐ Application fee-\$2200.00 for subdivisions of 5 lots, Plus \$30.00 for each additional lot, (Plus cost of engineering fees if applicable)
 - ☐ Fire Marshal Review \$200.00
7. Staff and appropriate agents will review your complete preliminary plat application and comments will be forwarded to you (approximately 30 days). You will need to address the comments in writing, revise the preliminary plat accordingly and resubmit the revised preliminary plat showing that comments are addressed and errors corrected. Please note that if a third submittal is required, an additional review fee will be collected.
8. Once advised that the plat is correct and ready to be presented to the Planning and Zoning Commission, you will need to submit hard copies along with electronic files. (Staff will advise of number required)
9. When the copies of the plan are received, Staff will begin to prepare a staff report and schedule a meeting date.

Meeting Information: The Cabarrus County Planning and Zoning Commission meets on the second Tuesday of the month at 6:30 PM at the Cabarrus County Governmental Center, located in downtown Concord at 65 Church Street.

Deadline Information: Complete applications must be turned in prior to 2:00 PM the second Tuesday of the month to meet the deadline.

Questions: If there are additional questions concerning this process, please call the Planning and Development Department at (704) 920-2141, Monday through Friday, 8:00 am to 5:00 pm.

Your signature on this form indicates that you understand all the requirements for the submission of a preliminary plat and the requirements to construct the project if approved.

Incomplete applications will be returned to the applicant and will not be processed.

Proposed Subdivision Name: Marabrook
(Proposed name must be approved by 911 Coordinator)

Location: 6950 Stirewalt Road, Concord, NC 28081

Project Type: ☒ Residential ☐ Commercial ☐ Industrial ☐ Mobile Home

PIN(s): 46934488050000 _____ (10 digit parcel identification number)
4693550010000 _____

Existing Zoning: AO Area in Acres: 99.484 AC

Will the project be completed in phases? YES ☒ NO ☐ If yes, Number of Phases: _____

Number of Lots: Total for project 39 Phase 1 39 Phase 2 N/A Phase 3 N/A
Phase 4 N/A Phase 5 N/A

Existing Roads Providing Access to Subdivision:
Stirewalt Road

*Water Supply: ☒ Well(s) or _____ Service Provider: _____

*Wastewater Treatment: ☒ Septic Tank(s) or _____ Service Provider: _____

** If using well and septic, please provide applicable documentation from the Cabarrus County Health Alliance. For a public service provider, please attach Intent to Serve letter to this application.*

PROPERTY OWNER

Harry T Morris and Maralyn R
Morris Revocable Living Trust

NAME

6320 Vineyard Drive

ADDRESS

Paso Robles, CA 93446

CITY, STATE, ZIP CODE

805-235-3081

PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

DEVELOPER/SURVEYOR/ENGINEER

Sherwood Morris Investment, LLC

NAME

4200 Maid Marian Lane

ADDRESS

Kannapolis, NC 28081

CITY, STATE, ZIP CODE

704-309-1982

PHONE NUMBER

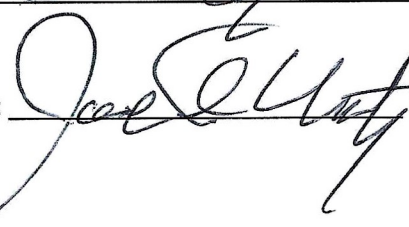
FAX NUMBER

joeuntz25@gmail.com

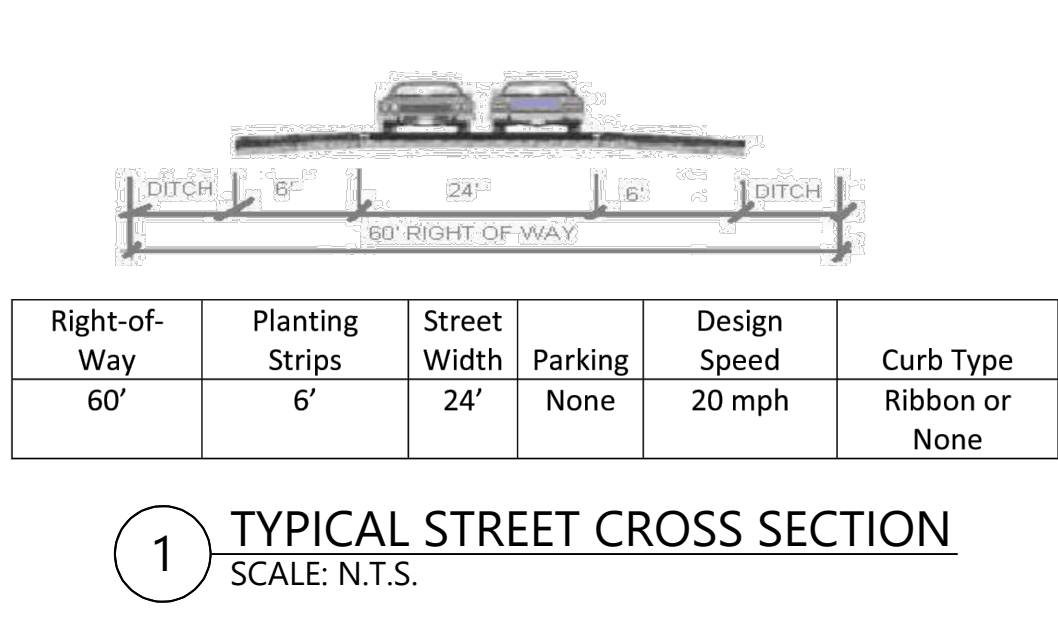
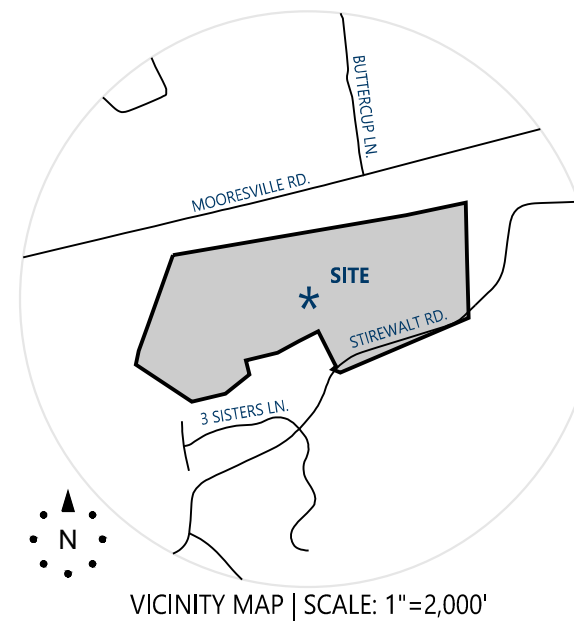
E-MAIL ADDRESS

Signature of Property Owner: 

Date: 5-20-26

Signature of Developer/Surveyor/Engineer: 

Date: 5-20-26



DEVELOPMENT NOTES:

1. MINIMUM OPEN SPACE WIDTH SHALL BE 50' IN ALL DIRECTIONS.
2. NO LOT SHALL BE FURTHER THAN 1 MILE TO EACH OPEN SPACE TRACT.
3. PROPOSED OPEN SPACE MANAGEMENT PLAN MUST BE PROVIDED PRIOR TO FINAL PLAT.
4. ALL OPEN SPACE AREAS TO REMAIN UNDISTURBED TO THE GREATEST EXTENT POSSIBLE EXCEPT FOR PROPOSED IMPROVEMENTS FOR ACTIVE OPEN SPACE AND TRAIL NETWORKS.
5. VARIANCE APPROVED FOR MAXIMUM BLOCK LENGTH, MAXIMUM CUL-DE-SAC LENGTH, AND MAXIMUM DEAD END LENGTH TO EXCEED ORDINANCE REQUIREMENTS. REFERENCE VAR2025-0006.
6. INTERSECTION CURVE RADIUS SHALL BE BETWEEN 25' AND 35'.
7. PAVEMENT STRUCTURE FOR PUBLIC ROADS SHALL BE 8" STONE, 1.5" SURFACE COURSE, AND ADDITIONAL 1" SURFACE COURSE APPLIED NEAR END OF CONSTRUCTION. FINANCIAL GUARANTEE REQUIRED.
8. VARIANCE APPROVED FOR PROJECT EXEMPT FROM PROVIDING STUB STREETS TO ADJACENT PARCELS.
9. ALL LOTS HAVE APPROVED SEPTIC PERMITS WITH THE CABARRUS COUNTY HEALTH DEPARTMENT.
10. PUBLIC ROADWAY PLANS AND NETWORK CONNECTIONS CONDITIONALLY APPROVED BY NCDOT UNDER PROJECT D101-013-25-00062. CONDITIONS:
 - 10.1. THE FINAL REVIEW COMMENTS FROM THE DISTRICT OFFICE AND HYDRAULIC UNIT ARE SATISFIED.
 - 10.2. A BOND IS PUT IN PLACE FOR THE WORK IN THE NCDOT RIGHT OF WAY ALONG STIREWALT ROAD.
11. STREET TREES SHALL BE PLANTED AT A RATE OF 1 LARGE CANOPY TREE PER 40 LINEAR FEET OF ROAD FRONTAGE.
12. A MINIMUM 50' ARTERIAL STREET BUFFER ALONG STIREWALT REQUIRED. VARIANCE APPROVED TO PROVIDE FIRST 25' OF BUFFER IN COMMON OPEN SPACE AND REMAINING BUFFER WITHIN LOTS IN A LANDSCAPE EASEMENT.
13. BUFFER AREAS TO REMAIN UNDISTURBED TO THE GREATEST EXTENT POSSIBLE. DISTURBANCE IN BUFFERS REQUIRES APPROVAL FROM PLANNING STAFF.
14. MULTIPLE ENTRANCES REQUIRED FOR SUBDIVISIONS OVER 30 LOTS. 2 ENTRANCES PROPOSED.
15. FIRST FLOOR LIVING ELEVATIONS SHALL BE 2' ABOVE THE 100-YEAR FLOODPLAIN ELEVATION.
16. PROPOSED DEVELOPMENT LIES WITHIN 4693 FLOOD PANEL (FEMA MAP NUMBER 37025C0030 D). PROJECT IS NOT IMPACTING A FLOOD ZONE.
17. PROJECT WILL NOT PLACE FILL MATERIAL WITHIN 100-YEAR FLOODPLAIN AREAS.
18. ALL UTILITY PLACEMENT SHALL BE UNDERGROUND.

PARCEL SUMMARY:

PARCEL ID: 46934488050000 & 4693553010000
PARCEL JURISDICTION: CABARRUS COUNTY
TOTAL PARCEL AREA: 101,253 AC (4,410,584 SF)
AREA IN NCDOT RIGHT OF WAY: 1,769 AC (77,054 SF)
NET PARCEL AREA: 99,484 AC (4,333,530 SF)
PARCEL OWNER: HARRY T MORRIS AND MARALYN R MORRIS REVOCABLE LIVING TRUST
PARCEL OWNER ADDRESS: 6320 VINEYARD DR. PASO ROBLES, CA 93446
UTILITY PROVIDERS: PRIVATE WELL AND PRIVATE SEPTIC

DEVELOPMENT SUMMARY:
SUBDIVISION NAME: MCRBS ESTATES
NET PARCEL AREA: 99,484 AC (4,333,530 SF)
AREA IN PROPOSED RIGHT OF WAY: 6,648 AC (288,344 SF)
AREA IN PROPOSED LOTS: 43,370 AC (1,889,205 SF)
AREA IN COMMON OPEN SPACE: 49,265 AC (2,145,978 SF)
PROPOSED USE: SINGLE FAMILY DETACHED
PROPOSED SUBDIVISION TYPE: OPEN SPACE SUBDIVISION
MAXIMUM DENSITY PER ACRE: 0.50 DU/AC (ZONING)
MAXIMUM LOTS PER DENSITY: 49 LOTS
PROPOSED LOTS: 39 LOTS
PROPOSED DENSITY: 0.392 DU/AC
ANTICIPATED DATE OF CONSTRUCTION BEGINNING: FALL 2026
DEVELOPMENT PROPOSED PHASES: 1 PHASE
PHASE 1 LOTS: 39 LOTS (FALL 2026 FINAL PLAT DATE)

ZONING SUMMARY:

EXISTING PARCEL ZONING: AO
PROPOSED PARCEL ZONING: AO
FRONT SETBACK: 50' (FROM RIGHT OF WAY)
CORNER SETBACK: 50' (FROM RIGHT OF WAY)
SIDE SETBACK: 20'
REAR SETBACK: 30'
MINIMUM LOT WIDTH: AVERAGE OF 150'
MAX BUILDING HEIGHT: 40'

LANDSCAPE BUFFER SUMMARY:
25' PERMITTER BUFFER WHEN LOT WIDTH GREATER THAN ADJACENT DEVELOPMENT
50' PERMITTER BUFFER WHEN LOT WIDTH LESS THAN ADJACENT DEVELOPMENT
30' INTERMITTENT STREAM BUFFER WITH 10' NO BUILD ZONE SETBACK
VARIABLE WIDTH PERENNIAL STREAM BUFFER WITH 20' NO BUILD ZONE SETBACK
50' ARTERIAL STREET BUFFER

PARKING SUMMARY:

REQUIRED: 2 SPACES PER UNIT = 78 SPACES
PROVIDED: MINIMUM 78 RESIDENTIAL SPACES AND 5 AMENITY SPACES

ROAD SUMMARY:

MARABROOK WAY (60' ROW) (RURAL RESIDENTIAL) (NCDOT MAINTAINED) = 931.44 LF
TIMBER MILL LANE (60' ROW) (RURAL RESIDENTIAL) (NCDOT MAINTAINED) = 743.88 LF
MORRIS RIDGE LANE (60' ROW) (RURAL RESIDENTIAL) (NCDOT MAINTAINED) = 2,606.50 LF
SAW TENDER LANE (60' ROW) (RURAL RESIDENTIAL) (NCDOT MAINTAINED) = 477.02 LF

OPEN SPACE SUMMARY:

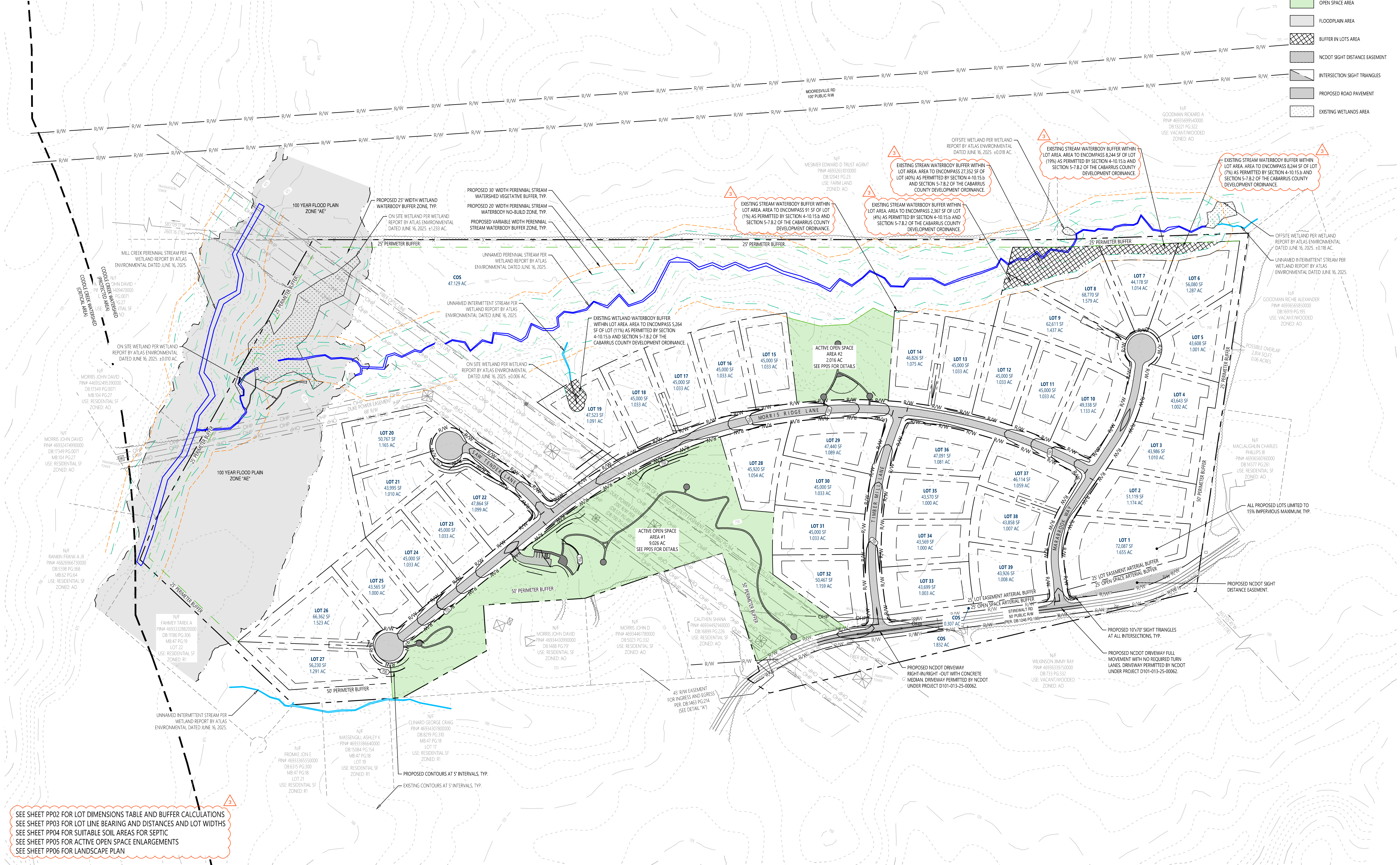
REQUIRED: 40% OF DEVELOPMENT (39,794 AC)
PROVIDED: ±50% (49,265 AC)
CONTIGUOUS OPEN SPACE REQUIRED: 60% OF REQUIRED (23,876 AC)
CONTIGUOUS OPEN SPACE PROVIDED: ±96% OF PROVIDED (47,129 AC)
ACTIVE OPEN SPACE REQUIRED: 25% OF REQUIRED (9,949 AC)
ACTIVE OPEN SPACE PROVIDED: ±28% (11,042 AC)
ACTIVE OPEN SPACE IN WATERBODY BUFFERS: 0% (0.000 AC)
ACTIVE OPEN SPACE IN FLOODWAY: 0% (0.000 AC)
ACTIVE OPEN SPACE IN UTILITY EASEMENTS: ±32% (3,566 AC)
ACTIVE OPEN SPACE COVERED BY IMPERVIOUS: ±2% (0.254 AC)
ACTIVE OPEN SPACE USED FOR GOLF COURSE: 0% (0.000 AC)
OPEN SPACE AREA IN WATERBODY BUFFERS: ±28% (13,886 AC)
OPEN SPACE AREA IN FLOODWAY: ±20% (10,533 AC)
OPEN SPACE AREA IN UTILITY EASEMENTS: ±34% (11,841 AC)
OPEN SPACE AREA COVERED BY IMPERVIOUS: ±1% (0.264 AC)
OPEN SPACE AREA USED FOR GOLF COURSE: 0% (0.000 AC)
PRIMARY OPEN SPACE AREA PROVIDED: 20,782 AC
SECONDARY OPEN SPACE AREA PROVIDED: 6,584 AC
OPEN SPACE OWNERSHIP: HOME OWNERS ASSOCIATION
CONSERVATION EASEMENT OWNERSHIP: HOME OWNERS ASSOCIATION

PRELIMINARY PLAT

NOT FOR RECORDATION, CONVEYANCES, OR SALES

LEGEND

- OPEN SPACE AREA
- FLOODPLAIN AREA
- BUFFER IN LOTS AREA
- NCDOT SIGHT DISTANCE EASEMENT
- INTERSECTION SIGHT TRIANGLES
- PROPOSED ROAD PAVEMENT
- EXISTING WETLANDS AREA



Civil Engineering | Land Planning

106 Stowe Road
Belmont, NC 28012
704-750-8850

Exhibit C

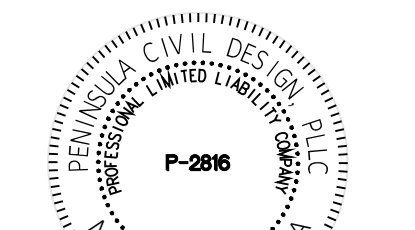
Developer:
Sherwood Morris Investment, LLC
4200 Maid Marian Lane
Kannapolis, NC 28081
704-309-1982

Owner:
Harry T. Morris and Maralyn R. Morris
Revocable Living Trust
6320 Vineyard Drive
Paso Robles, CA 93446

Designer:
Nicholas Vesely, PE
Peninsula Civil Design, PLLC
106 Stowe Road
Belmont, NC 28012
704-750-8850

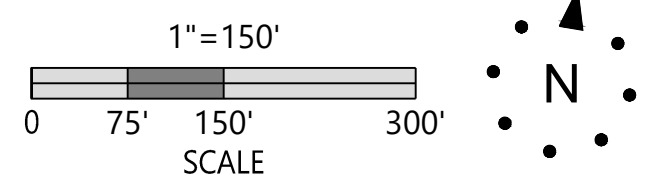
BOUNDARY, TOPOGRAPHIC, AND UNDERGROUND UTILITY SURVEY DATED MAY 26, 2025 PROVIDED BY SOUTH POINT SURVEYING, PLLC, 1011 NORTH MAIN STREET, OAKBORO, NC 28129. 704-622-3626.

PCD PROJECT NUMBER:
2420



FOR REVIEW ONLY

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Marabrook

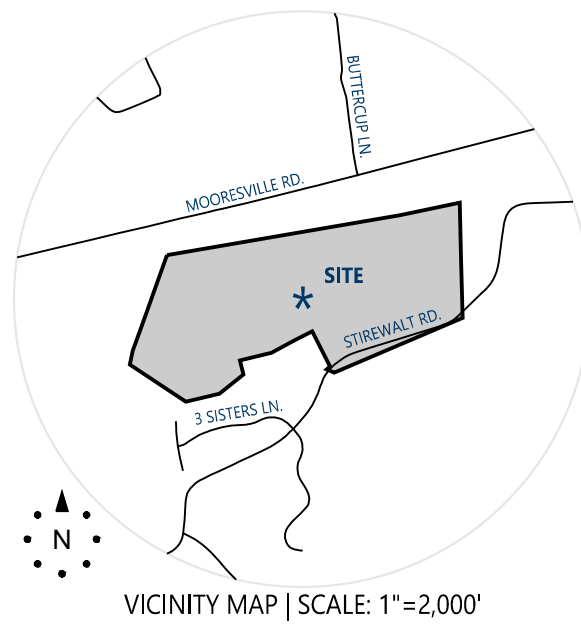
6950 Stirewalt Road
Concord, NC 28081

ISSUE DATE:
December 22, 2025

- REVISIONS:
- 04/23/26 | 1ST COUNTY COMMENTS
 - 06/01/26 | 2ND COUNTY COMMENTS
 - 06/22/26 | 3RD COUNTY COMMENTS

PRELIMINARY PLAT

PP01



FIRE APPARATUS NOTES:

- FIRE APPARATUS ACCESS ROAD: WHERE REQUIRED, THERE ARE MORE THAN TWO GROUP R-3 OR GROUP U OCCUPANCIES SERVED BY THE ROAD OR DRIVEWAY, THE ROAD OR DRIVEWAY SHALL BE CONSTRUCTED AS A FIRE APPARATUS ACCESS ROAD IN ACCORDANCE WITH THE NORTH CAROLINA FIRE PREVENTION CODE.
- AREAS WITHOUT WATER SUPPLY SYSTEMS: DUE TO FIRE FLOW REQUIREMENTS, THE SIZE OF HOMES CONSTRUCTED ON THE REFERENCED PARCELS SHALL BE LIMITED TO 9,000 SQUARE FEET UNDER ROOF INCLUDING PORCHES, GARAGES, AND ATTIC SPACES IN ACCORDANCE WITH THE NORTH CAROLINA FIRE PREVENTION CODE and NFPA 1142. IF THE HOME DOES NOT CONTAIN AN NFPA 13D SPRINKLER SYSTEM, IF THE HOMES CONSTRUCTED ON THE REFERENCED PARCELS CONTAIN A NFPA 13D SPRINKLER SYSTEM, THE SIZE OF HOMES CONSTRUCTED ON THE REFERENCED PARCELS SHALL BE LIMITED TO 18,000 SQUARE FEET UNDER ROOF INCLUDING PORCHES, GARAGES, AND ATTIC SPACES IN ACCORDANCE WITH THE NORTH CAROLINA FIRE PREVENTION CODE and NFPA 1142. THESE REQUIREMENTS ARE BASED ON A 750 GALLONS PER MINUTE ALLOWABLE FIRE FLOW ACCORDING TO NFPA 1142 AND THE OSMF WATER HAUL CERTIFICATION FOR THE LOCAL FIRE DEPARTMENT.
- ANGLES OF APPROACH AND DEPARTURE: THE ANGLES OF APPROACH AND DEPARTURE FOR FIRE APPARATUS ACCESS ROADS SHALL BE WITHIN THE LIMITS ESTABLISHED BY THE FIRE CODE OFFICIAL BASED ON THE FIRE DEPARTMENT'S APPARATUS.
- TRAFFIC CALMING DEVICES: TRAFFIC CALMING DEVICES SHALL BE PROHIBITED UNLESS APPROVED BY THE FIRE CODE OFFICIAL.
- VERTICAL DIMENSIONS: FIRE APPARATUS ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 13 FEET 6 INCHES (4115 MM).
- DRIVING SURFACE: FIRE DEPARTMENT ACCESS ROADS SHALL BE CONSTRUCTED OF AN APPROVED ALL-WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING THE IMPOSED LOAD OF FIRE APPARATUS WEIGHING AT LEAST 75,000 POUNDS (34,050 KG).
- DEAD-END FIRE APPARATUS ACCESS ROADS: IN EXCESS OF 750 FEET (45 720 MM) SHALL BE CONSTRUCTED AS DETERMINED BY THE FIRE CODE OFFICIAL. SHALL BE CONSTRUCTED 26 FT IN WIDTH AND A 120-FOOT HAMMERHEAD. 50-FOOT "Y" OR 95-FOOT DIAMETER CUL-DE-SAC TURNAROUND SHALL BE PROVIDED.
- FIRE APPARATUS ACCESS ROAD GRADE: FIRE APPARATUS ACCESS ROADS SHALL NOT EXCEED 10 PERCENT IN GRADE.
- APPARATUS ACCESS ROAD GATES: GATES SECURING THE FIRE APPARATUS ACCESS ROADS SHALL COMPLY WITH ALL OF THE FOLLOWING CRITERIA:
 - WHERE A SINGLE GATE IS PROVIDED, THE GATE WIDTH SHALL BE NOT LESS THAN 20 FEET (6096 MM). WHERE A FIRE APPARATUS ROAD CONSISTS OF A DIVIDED ROADWAY, THE GATE WIDTH SHALL BE NOT LESS THAN 12 FEET (3658 MM).
 - GATES SHALL BE OF THE SWINGING OR SLIDING TYPE.
 - CONSTRUCTION OF GATES SHALL BE OF MATERIALS THAT ALLOW MANUAL OPERATION BY ONE PERSON.
 - GATE COMPONENTS SHALL BE MAINTAINED IN AN OPERATIVE CONDITION AT ALL TIMES AND REPLACED OR REPAIRED WHEN DEFECTIVE.
 - ELECTRIC GATES SHALL BE EQUIPPED WITH A MEANS OF OPENING THE GATE BY FIRE DEPARTMENT PERSONNEL FOR EMERGENCY ACCESS. EMERGENCY OPENING DEVICES SHALL BE THE KNOX GATE KEY SWITCH TYPE.
 - METHODS OF LOCKING SHALL BE SUBMITTED FOR APPROVAL BY THE FIRE CODE OFFICIAL. NON-ELECTRIC GATES SHALL FEATURE A KNOX PADLOCK.
 - ELECTRIC GATE OPERATORS, WHERE PROVIDED, SHALL BE LISTED IN ACCORDANCE WITH UL 325.
 - GATES INTENDED FOR AUTOMATIC OPERATION SHALL BE DESIGNED, CONSTRUCTED, AND INSTALLED TO COMPLY WITH THE REQUIREMENTS OF ASTM F2200.
 - FIRE LANE SIGNS: WHERE REQUIRED BY THE FIRE CODE OFFICIAL, FIRE APPARATUS ACCESS ROADS SHALL BE MARKED WITH PERMANENT "NO PARKING-FIRE LANE" SIGNS. SIGNS SHALL HAVE A MINIMUM DIMENSION OF 12 INCHES (305 MM) WIDE BY 18 INCHES (457 MM) HIGH AND HAVE RED LETTERS ON A WHITE REFLECTIVE BACKGROUND. FIRE LANE SIGNS SHALL BE POSTED ON BOTH SIDES OF FIRE APPARATUS ACCESS ROADS THAT ARE 20 TO 25 FEET WIDE. FIRE LANE SIGNS SHALL BE POSTED ON ONE SIDE OF FIRE APPARATUS ACCESS ROADS MORE THAN 26 FEET WIDE (7925 MM).
 - STREETSIDE PARKING: STREETSIDE PARKING SHALL BE PROHIBITED IN ORDER TO MAINTAIN FIRE APPARATUS ACCESS IN ACCORDANCE WITH THE NORTH CAROLINA FIRE PREVENTION CODE.

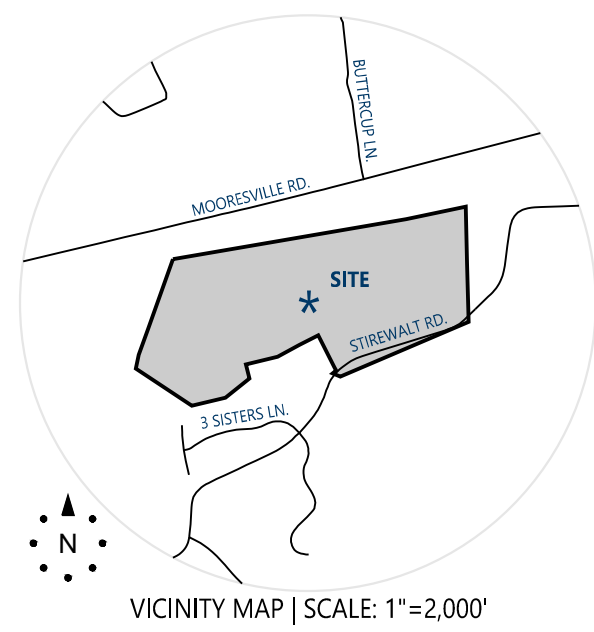
Parcel Table			
Parcel #	Area (Square Footage) (Acreage)	Segment Lengths (Linear Foot)	Segment Bearings (Clockwise)
1	72,087 SF 1.655 AC	108.069	S01° 22' 49.01"E
		10.963	S45° 49' 43.80"W
		397.290	S64° 58' 21.55"W
		69.520	N17° 26' 05.64"W
		185.353	N02° 13' 54.08"E
2	51,119 SF 1.174 AC	132.784	S01° 22' 49.01"E
		380.690	S84° 35' 59.18"W
		9.259	N22° 52' 50.49"E
		178.545	N23° 51' 47.17"E
		299.989	S89° 22' 52.96"E
3	43,986 SF 1.010 AC	165.785	S01° 22' 49.01"E
		299.989	N89° 22' 52.96"W
		80.162	N23° 51' 47.17"E
		100.051	N18° 27' 18.24"E
		231.990	S88° 37' 21.84"E
4	43,643 SF 1.002 AC	85.892	S01° 23' 19.70"E
		25.000	S88° 36' 40.30"W
		92.421	S01° 22' 49.01"E
		231.990	N88° 37' 21.84"W
		133.535	N05° 49' 44.80"E
5	43,608 SF 1.001 AC	296.253	N01° 23' 19.70"W
		48.245	N24° 16' 12.36"E
		234.285	S84° 18' 40.95"E
		296.253	N47° 53' 22.58"E
		308.118	S01° 23' 19.70"E
6	56,080 SF 1.287 AC	234.285	N84° 18' 40.95"W
		96.383	N03° 54' 33.50"E
		309.647	N09° 41' 32.71"E
		202.216	N78° 18' 20.47"E
		166.517	S01° 23' 19.70"E
7	44,178 SF 1.014 AC	296.253	S47° 53' 22.58"W
		40.000	N61° 12' 32.35"W
		264.376	N78° 18' 20.47"E
		309.647	S09° 41' 32.71"W
		44.000	S78° 41' 02.28"W
8	68,770 SF 1.579 AC	307.777	N32° 19' 28.15"W
		87.252	N04° 09' 06.74"E
		148.254	N80° 16' 03.24"E
		137.015	N78° 18' 20.47"E
		307.777	S32° 19' 28.15"E

Parcel Table			
Parcel #	Area (Square Footage) (Acreage)	Segment Lengths (Linear Foot)	Segment Bearings (Clockwise)
9	62,611 SF 1.437 AC	182.033	N04° 09' 06.74"E
		452.602	S70° 31' 18.02"E
		75.592	S16° 36' 50.92"E
		17.913	S27° 02' 51.76"E
		40.916	N73° 54' 13.59"W
10	49,338 SF 1.133 AC	154.126	N78° 36' 20.46"W
		162.640	N83° 26' 02.32"W
		7.329	S01° 23' 19.70"E
		207.143	S11° 14' 13.73"W
		66.925	S23° 51' 47.17"W
11	45,000 SF 1.033 AC	36.830	S66° 04' 03.26"W
		126.984	N73° 57' 35.08"W
		300.000	N13° 48' 30.48"E
		154.126	S73° 54' 13.59"E
		162.640	N08° 58' 48.61"E
12	45,000 SF 1.033 AC	162.640	S78° 36' 20.46"E
		300.000	S13° 48' 30.48"W
		137.360	N78° 36' 20.46"W
		300.000	N04° 09' 06.74"E
		133.535	S03° 28' 02.32"E
13	45,000 SF 1.033 AC	300.000	S08° 58' 48.61"W
		137.360	N83° 26' 02.32"W
		300.000	N00° 40' 35.12"W
		162.640	S88° 15' 44.19"E
		137.360	S04° 09' 06.74"W
14	46,826 SF 1.075 AC	137.360	N88° 15' 44.19"W
		300.000	S00° 40' 35.12"E
		142.934	S86° 48' 41.24"W
		169.241	N05° 42' 02.39"W
		300.000	N86° 48' 41.24"E
15	45,000 SF 1.033 AC	300.000	N21° 09' 41.47"W
		162.640	N71° 15' 09.46"E
		300.000	S16° 19' 59.60"E
		137.360	S71° 15' 09.46"W
		300.000	S21° 09' 41.47"E
16	45,000 SF 1.033 AC	300.000	S66° 25' 27.60"W
		137.360	N25° 59' 23.33"W
		300.000	N66° 25' 27.60"E
		162.640	

Parcel Table			
Parcel #	Area (Square Footage) (Acreage)	Segment Lengths (Linear Foot)	Segment Bearings (Clockwise)
17	45,000 SF 1.033 AC	162.640	N61° 35' 45.73"E
		300.000	S25° 59' 23.33"E
		137.360	S61° 35' 45.73"W
		300.000	N30° 49' 05.20"W
		162.640	N56° 46' 03.87"E
18	45,000 SF 1.033 AC	300.000	S30° 49' 05.20"E
		137.360	S56° 46' 03.87"W
		300.000	N35° 38' 47.07"W
		234.704	N50° 52' 11.20"E
		81.473	S52° 55' 18.03"W
19	47,523 SF 1.091 AC	325.779	N63° 35' 42.58"W
		148.414	S44° 00' 20.89"W
		277.261	S63° 08' 35.27"W
		178.530	N21° 31' 48.77"W
		285.299	N68° 28' 11.23"E
20	50,767 SF 1.165 AC	141.528	S63° 07' 30.39"E
		148.414	S44° 00' 20.89"W
		277.261	S63° 08' 35.27"W
		178.530	N21° 31' 48.77"W
		209.896	N21° 31' 48.77"W
21	43,995 SF 1.010 AC	277.261	N63° 08' 35.27"E
		117.082	S82° 45' 34.45"E
		0.074	N41° 26' 39.51"E
		108.929	S41° 07' 28.46"W
		150.000	S41° 07' 28.46"W
22	47,864 SF 1.099 AC	150.000	N48° 52' 31.54"W
		108.929	N41° 07' 28.46"E
		26.288	N79° 12' 19.99"E
		167.641	S63° 08' 23.22"E
		97.624	S57° 11' 21.50"E
23	45,000 SF 1.033 AC	40.301	S05° 03' 25.66"E
		158.581	S41° 07' 28.46"W
		300.000	N48° 52' 31.54"W
		150.000	N41° 07' 28.46"E
		300.000	S48° 52' 31.54"E
24	45,000 SF 1.033 AC	150.000	S41° 07' 28.46"W
		300.000	N48° 52' 31.54"W
		150.000	S48° 52' 31.54"E
		300.000	S41° 07' 28.46"W
		150.000	

Parcel Table			
Parcel #	Area (Square Footage) (Acreage)	Segment Lengths (Linear Foot)	Segment Bearings (Clockwise)
25	43,565 SF 1.000 AC	273.542	N48° 52' 31.54"W
		147.000	N41° 07' 28.46"E
		300.000	S48° 52' 31.54"E
		104.861	S41° 07' 28.46"W
		17.913	S66° 47' 00.52"W
26	66,362 SF 1.523 AC	33.019	S76° 40' 36.64"W
		273.542	S48° 52' 31.54"E
		71.915	S26° 34' 27.06"W
		441.871	S82° 14' 13.42"W
		398.431	N41° 07' 28.46"E
27	56,230 SF 1.291 AC	100.238	S55° 37' 23.01"E
		60.732	S13° 28' 59.45"E
		340.749	S76° 31' 00.55"W
		233.063	N56° 22' 25.93"W
		441.871	N62° 14' 13.42"E
28	45,920 SF 1.054 AC	251.485	N26° 04' 55.87"W
		241.873	N68° 19' 52.60"E
		114.184	S04° 50' 32.58"W
		166.791	S00° 33' 35.52"E
		25.744	S85° 14' 36.05"W
29	47,440 SF 1.089 AC	300.000	N87° 21' 10.85"W
		114.184	N04° 50' 32.58"E
		287.119	S77° 59' 01.72"E
		46.725	S43° 14' 03.13"E
		159.130	S06° 28' 40.26"W
30	45,000 SF 1.033 AC	300.000	S87° 21' 10.85"E
		133.209	S00° 33' 35.52"E
		300.000	S86° 13' 59.80"E
		166.791	N00° 33' 35.52"W
		300.000	
31	45,000 SF 1.033 AC	300.000	N86° 13' 59.80"E
		133.209	S06° 59' 24.87"E
		300.000	S79° 49' 10.46"W
		141.047	N07° 28' 06.75"W
		25.744	N04° 15' 42.08"W
32	50,467 SF 1.159 AC	150.874	S13° 48' 45.17"E
		59.597	N41° 07' 28.46"E
		0.110	S17° 19' 08.43"E
		33.718	S72° 48' 23.94"W
		68.982	S72° 05' 36.54"W

Parcel Table			
Parcel #	Area (Square Footage) (Acreage)	Segment Lengths (Linear Foot)	Segment Bearings (Clockwise)
33	43,699 SF 1.003 AC	99.561	N14° 55' 14.07"W
		290.489	N76° 22' 46.40"E
		80.180	S14° 42' 31.86"E
		61.244	S17° 26' 40.80"E
		290.403	S72° 47' 00.52"W
34	43,569 SF 1.000 AC	59.970	N17° 26' 40.80"W
		159.348	N08° 21' 24.03"W
		292.282	N80° 04' 47.92"E
		75.424	S82° 14' 13.42"W
		65.311	S09° 44' 40.44"E
35	43,570 SF 1.000 AC	290.489	S76° 22' 46.40"W
		159.348	N00° 16' 37.44"W
		296.357	N83° 51' 55.55"E
		0.125	S06° 23' 53.53"W
		0.125	N80° 24' 00.68"W
36	47,091 SF 1.081 AC	0.125	S80° 24' 00.68"E
		116.123	S01° 35' 35.47"W
		292.282	S80° 04' 47.82"W
		278.477	S87° 27' 25.49"E
		136.600	S11° 54' 06.92"W
37	46,114 SF 1.059 AC	296.357	S03° 51' 55.65"W
		159.283	N07° 48' 03.26"E
		32.997	N49° 39' 01.09"E
		44.076	S20°



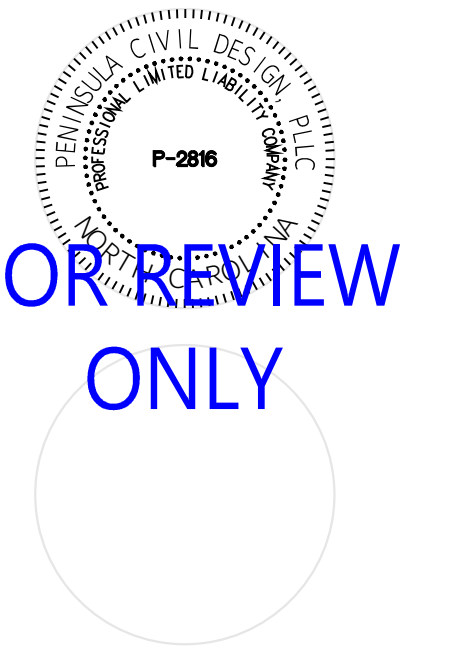
Developer:
Sherwood Morris Investment, LLC
4200 Maid Marian Lane
Kannapolis, NC 28081
704-309-1982

Owner:
Harry T. Morris and Maralyn R. Morris
Revocable Living Trust
6350 Vineyard Drive
Paso Robles, CA 93446

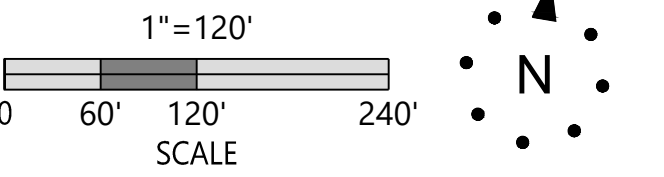
Designer:
Nicholas Vesely, PE
Peninsula Civil Design, PLLC
106 Stowe Road
Belmont, NC 28012
704-750-8850

BOUNDARY, TOPOGRAPHIC, AND UNDERGROUND UTILITY SURVEY DATED MAY 26, 2026 PROVIDED BY SOUTH POINT SURVEYING, PLLC, 1011 NORTH MAIN STREET, OAKBORO, NC 28159. 704-622-3626.

PCD PROJECT NUMBER:
2420



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Marabrook

6950 Stoverway Road
Concord, NC 28081

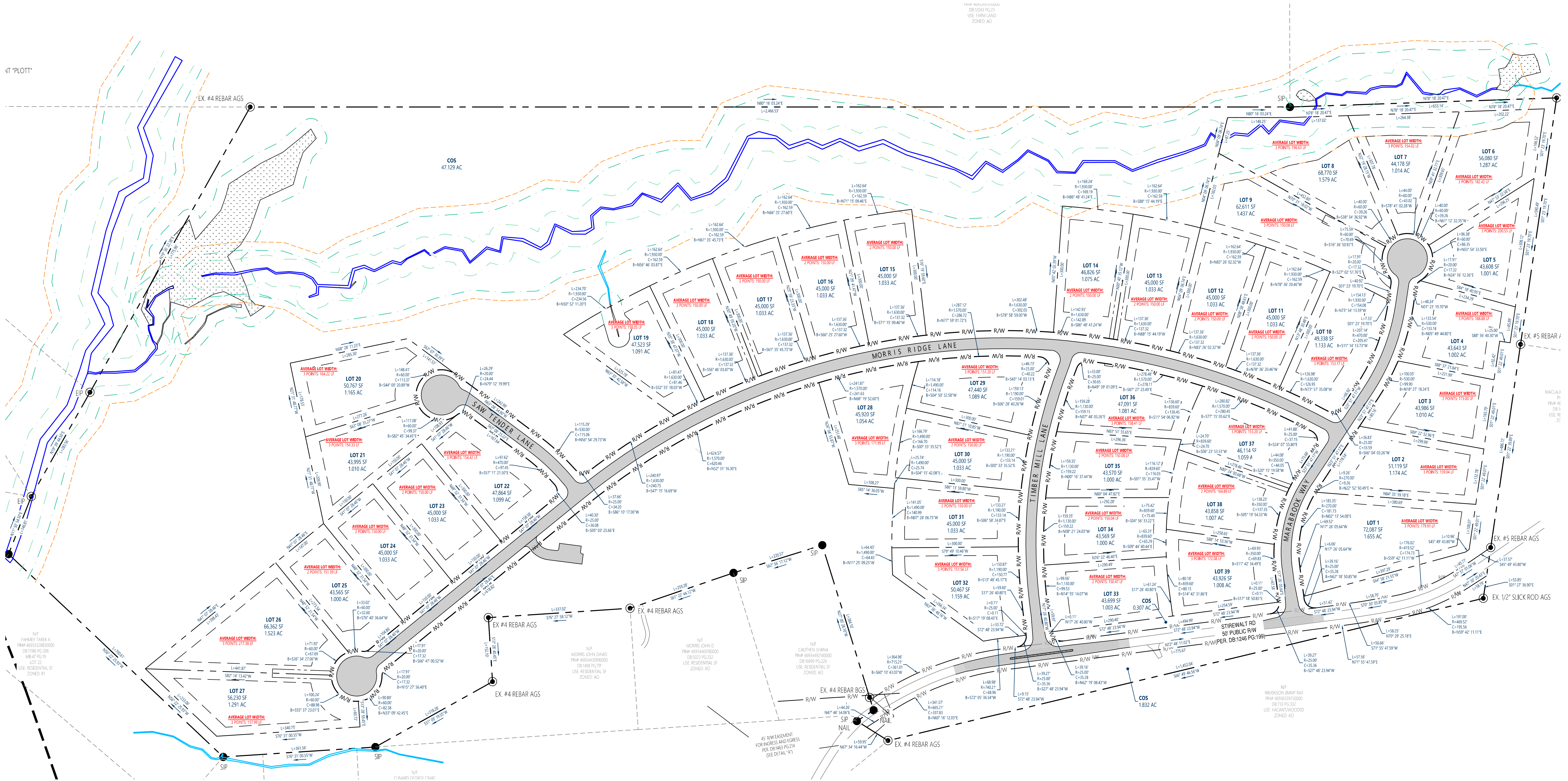
ISSUE DATE:
December 22, 2025

REVISIONS:

- 04/23/26 | 1ST COUNTY COMMENTS
- 06/01/26 | 2ND COUNTY COMMENTS
- 06/22/26 | 3RD COUNTY COMMENTS

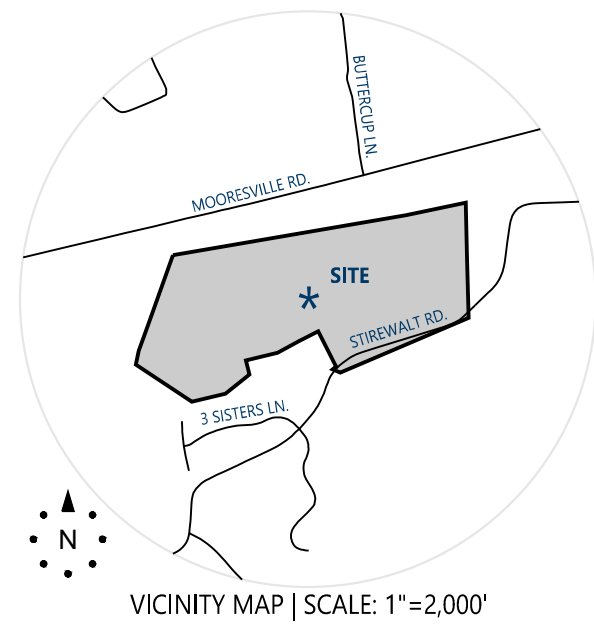
PRELIMINARY PLAT
LOT DIMENSIONS

PP03

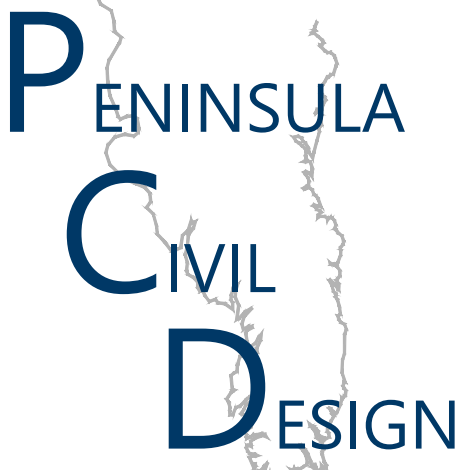


LOTS LABELED 2 POINTS FOR AVERAGE WIDTH ARE CONSIDERED REGULAR LOTS BEING BASICALLY RECTANGULAR AND MEASURED BY TAKING THE ARITHMETIC MEAN OF THE SUM OF LOT FRONTAGE ALONG THE RIGHT OF WAY (HALF OF RADIUS AT INTERSECTIONS) AND REAR LOT LINES (WHERE REAR SETBACK IS MEASURED FROM).

LOTS LABELED 3 POINTS FOR AVERAGE WIDTH ARE CONSIDERED IRREGULAR LOTS AND MEASURED BY TAKING THE ARITHMETIC MEAN OF THE SUM OF THE LOT FRONTAGE ALONG THE RIGHT OF WAY (HALF OF RADIUS AT INTERSECTIONS), A MEASUREMENT AT ROUGHLY THE MID POINT OF THE LOT, AND THE REAR LOT LINES (WHERE REAR SETBACK IS MEASURED FROM).



LEGEND
UNSUITABLE SOIL AREA



Civil Engineering | Land Planning

106 Stowe Road
Belmont, NC 28012
704-750-8850

Developer:

Sherwood Morris Investment, LLC
4200 Maid Marian Lane
Kannapolis, NC 28081
704-309-1982

Owner:

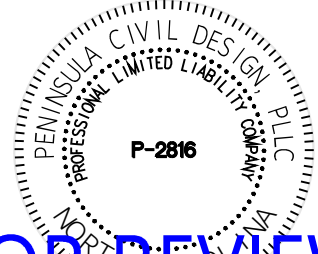
Harry T. Morris and Marilyn R. Morris
Revocable Living Trust
6320 Vineyard Drive
Paso Robles, CA 93446

Designer:

Nicholas Vesely, PE
Peninsula Civil Design, PLLC
106 Stowe Road
Belmont, NC 28012
704-750-8850

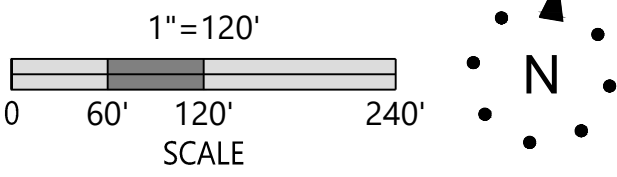
BOUNDARY, TOPOGRAPHIC, AND UNDERGROUND UTILITY SURVEY DATED MAY 26, 2026 PROVIDED BY SOUTH POINT SURVEYING, PLLC, 10111 NORTH MAIN STREET, OAKBORO, NC 28129, 704-622-3626.

PCD PROJECT NUMBER:
2420



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Marabrook

6950 Stirewalt Road
Concord, NC 28081

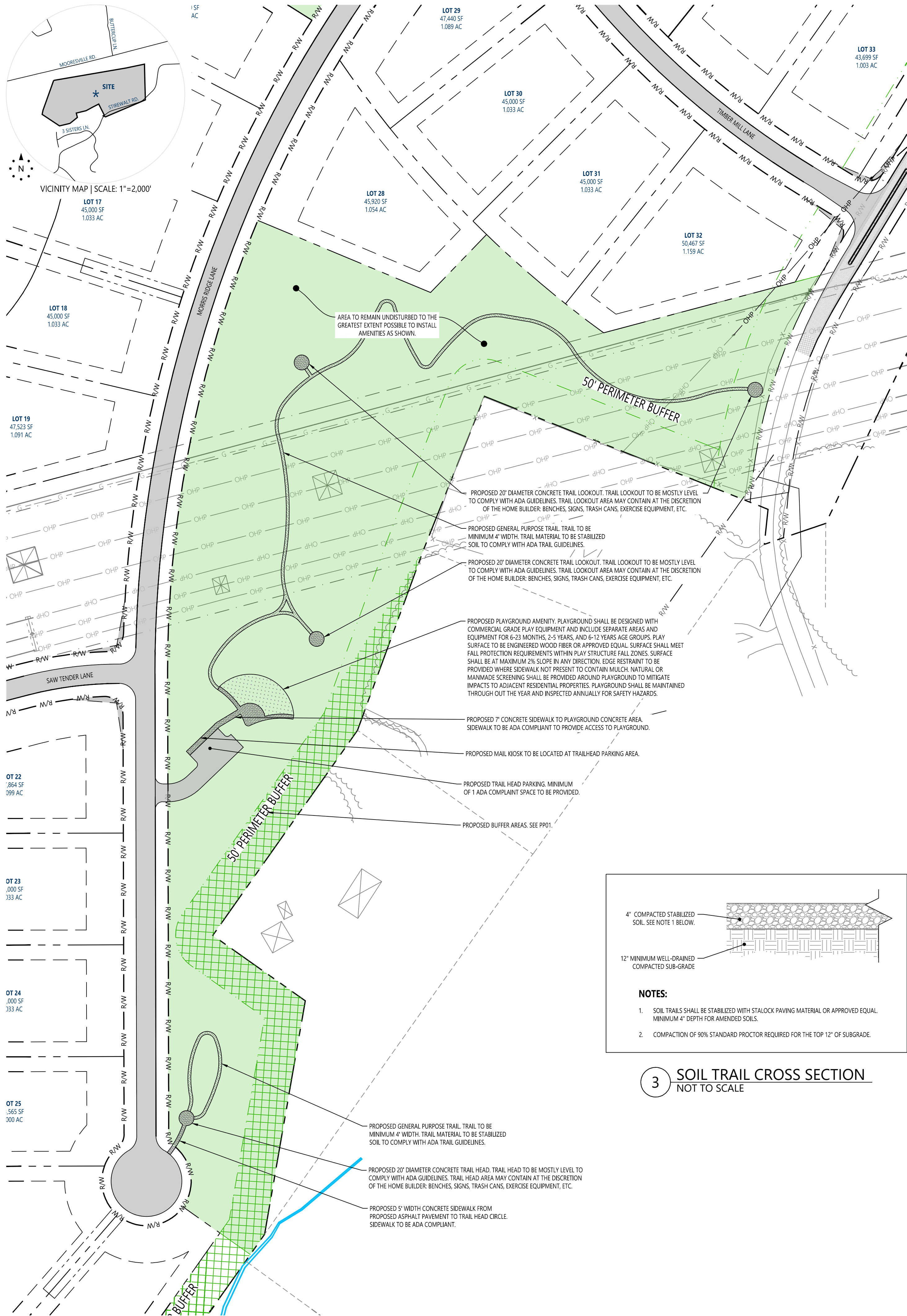
ISSUE DATE:
December 22, 2025

REVISIONS:

- 04/23/26 | 1ST COUNTY COMMENTS
- 06/01/26 | 2ND COUNTY COMMENTS

**PRELIMINARY PLAT
UNSUITABLE SOIL AREA**

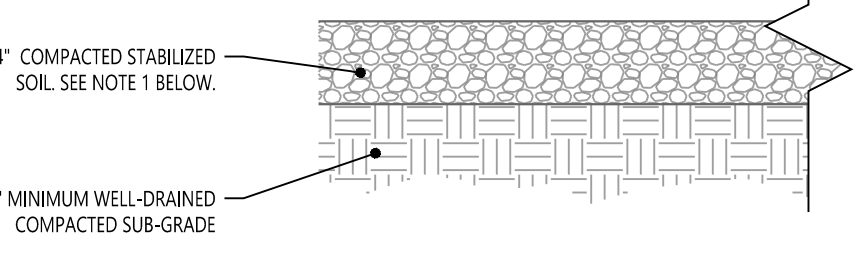
PP04



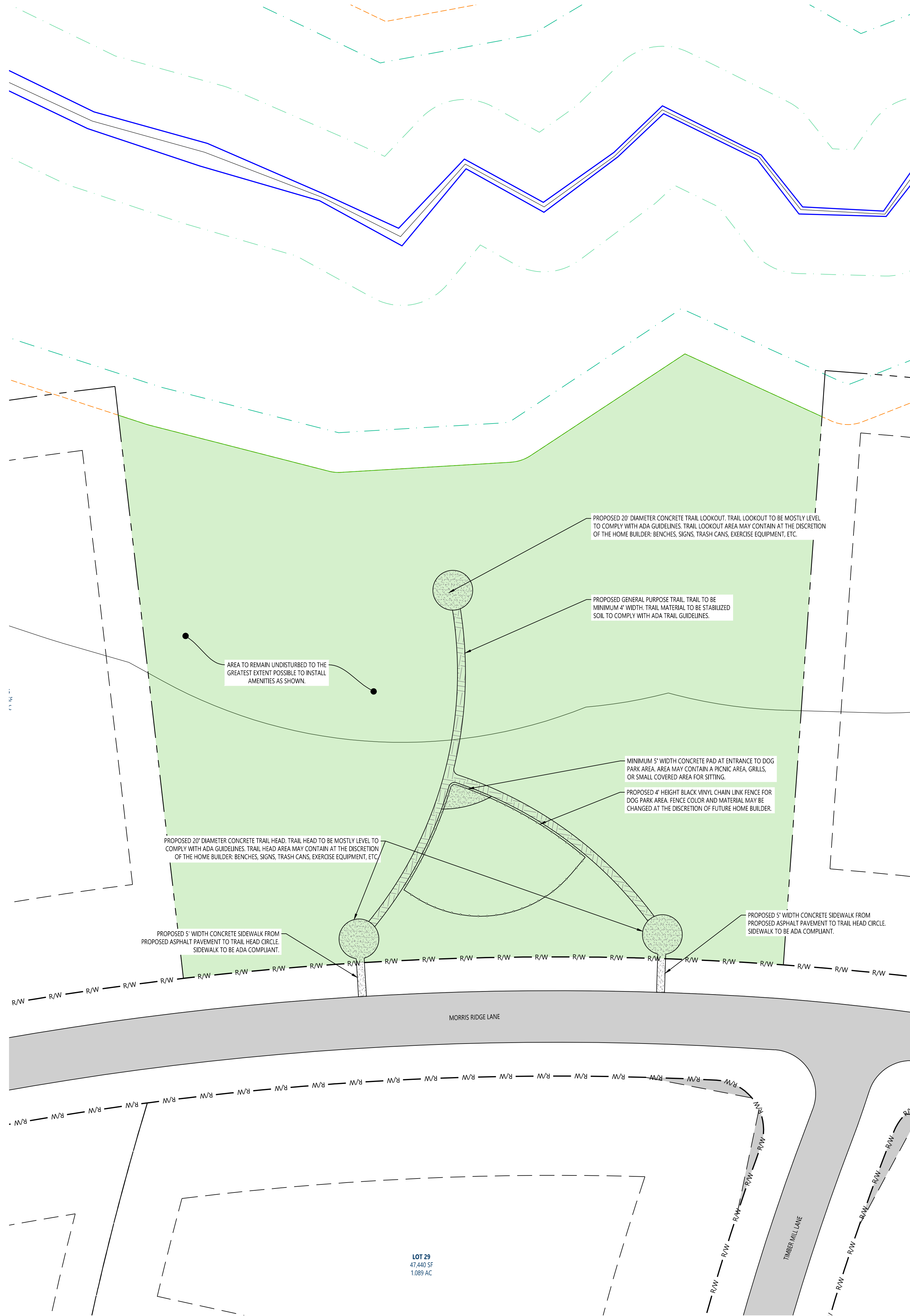
1 ACTIVE OPEN SPACE #1 - ENLARGEMENT
SCALE: 1" = 80'



3 SOIL TRAIL CROSS SECTION
NOT TO SCALE



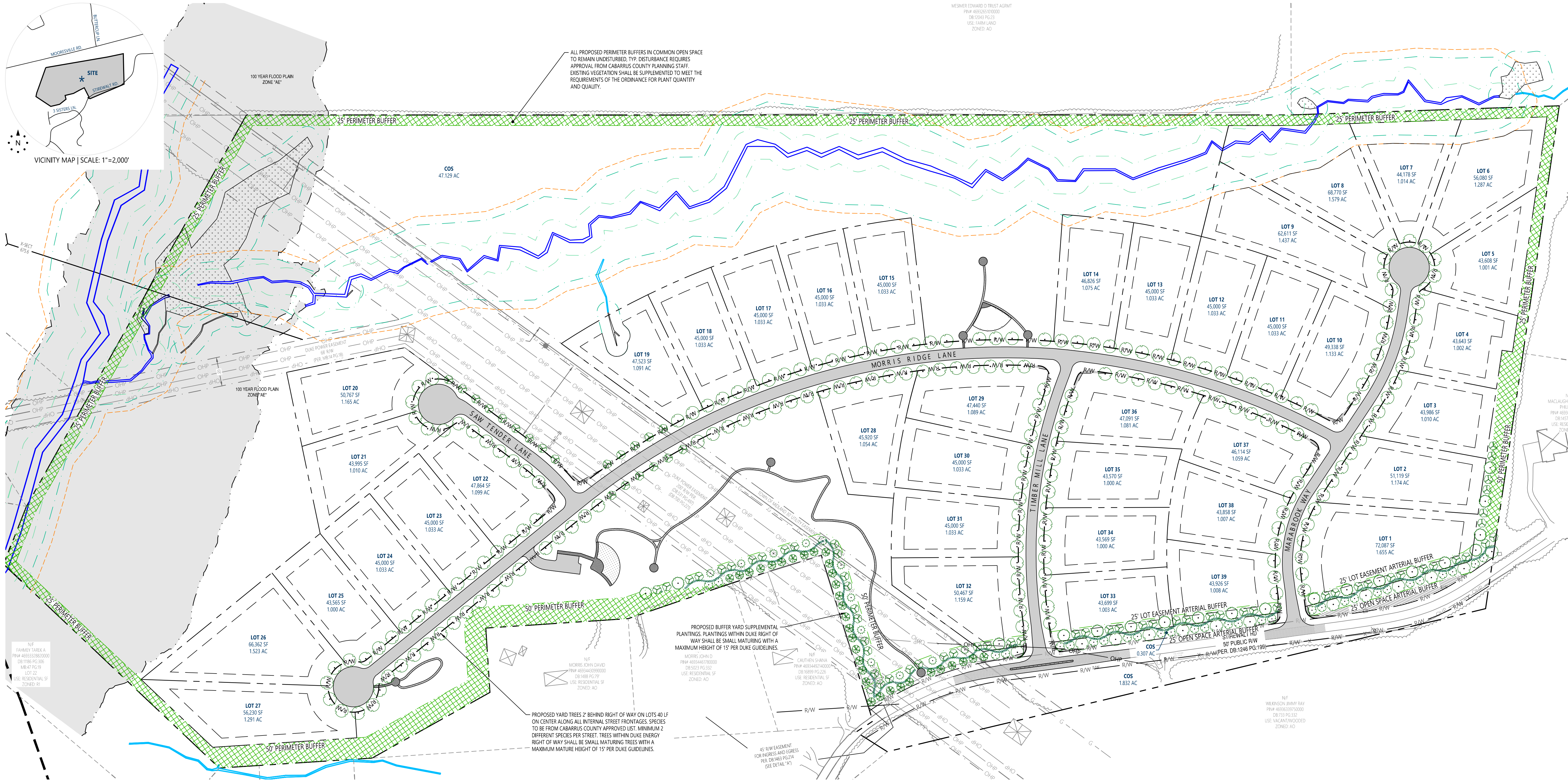
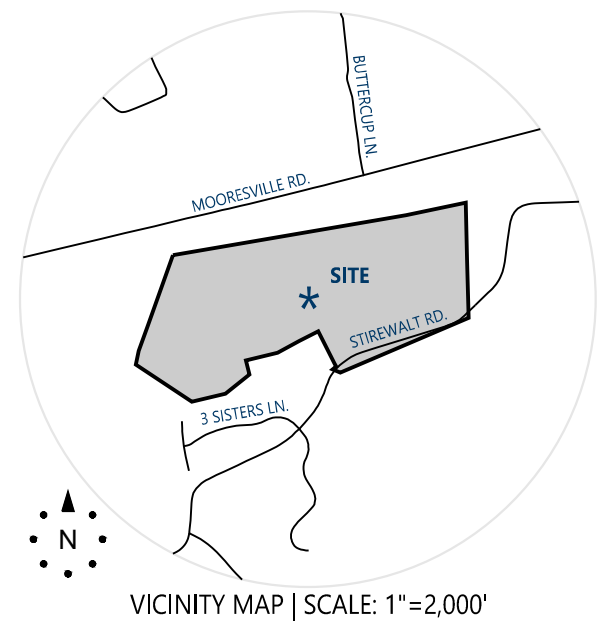
- NOTES:
- SOIL TRAILS SHALL BE STABILIZED WITH STALLOK PAVING MATERIAL OR APPROVED EQUAL, MINIMUM 4" DEPTH FOR AMENDED SOILS.
 - COMPACTION OF 90% STANDARD PROCTOR REQUIRED FOR THE TOP 12" OF SUBGRADE.



2 ACTIVE OPEN SPACE #2 - ENLARGEMENT
SCALE: 1" = 30'



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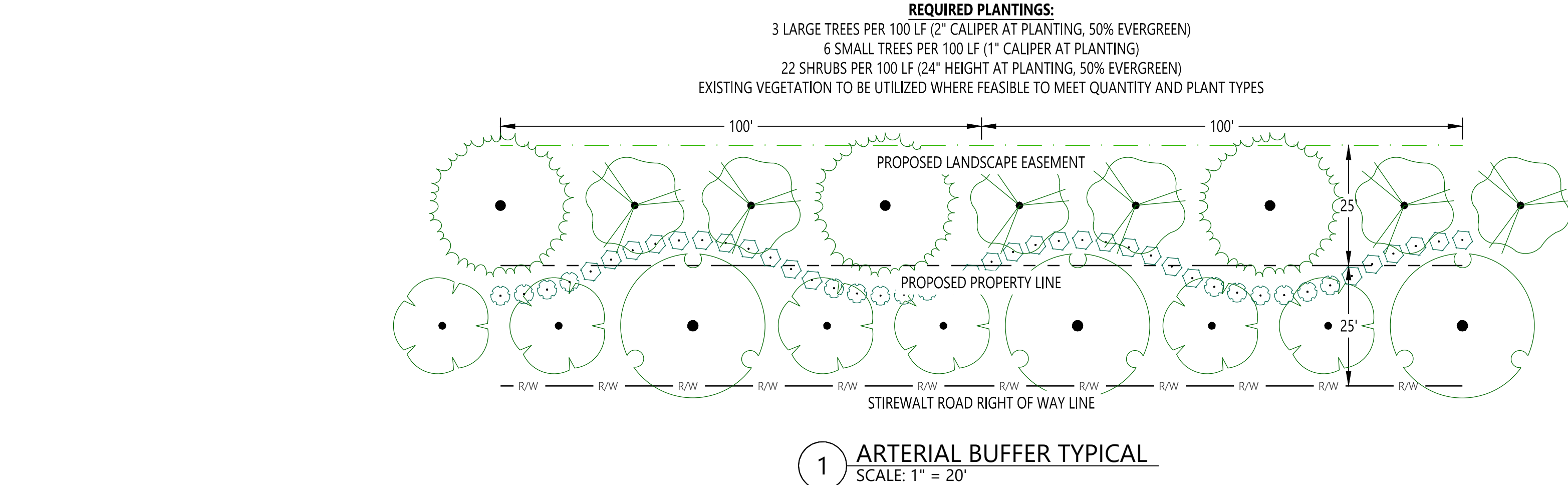


N/E
FARMER LARK A.
P/NP 465255080000
DB 1045 PG 12
USE: RESIDENTIAL SF
ZONED: AO

N/E
MICROBEN DAVID
P/NP 465255080000
DB 1045 PG 12
USE: RESIDENTIAL SF
ZONED: AO

N/E
CAUTION SHAWA
P/NP 465255080000
DB 1045 PG 12
USE: RESIDENTIAL SF
ZONED: AO

N/E
WILDEROCK JIMMY RAY
P/NP 465255080000
DB 1045 PG 12
USE: RESIDENTIAL SF
ZONED: AO



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	CALIPER	HEIGHT
TREES						
	TRID	SEE SUMMARY	ACER BUERGERIANUM 'ABMTF' OR APPROVED EQUAL	B&B	2" MIN.	8' MIN.
	SERV	SEE SUMMARY	AMELANCHIER ALNIFOLIA 'OBELISK' OR APPROVED EQUAL	B&B	1.5" MIN.	6' MIN.
	CEDR	SEE SUMMARY	CEDRUS DEODARA 'BILL'S BLUE' OR APPROVED EQUAL	B&B	2" MIN.	8' MIN.
	ACEH	SEE SUMMARY	CERCIS CANADENSIS 'ACE OF HEARTS' OR APPROVED EQUAL	B&B	1.5" MIN.	6' MIN.
	CRPE	SEE SUMMARY	LAGERSTROEMIA INDICA X FAURIEI 'BILOXI' OR APPROVED EQUAL	B&B	1.5" MIN.	6' MIN.
	LGEM	SEE SUMMARY	MAGNOLIA GRANDIFLORA 'LITTLE GEM' OR APPROVED EQUAL	B&B	1.5" MIN.	6' MIN.
	WILL	SEE SUMMARY	QUERCUS PHELLOSA 'QPSTA' OR APPROVED EQUAL	B&B	2" MIN.	8' MIN.
SHRUBS						
	ABEL	SEE SUMMARY	ABELIA X GRANDIFLORA 'KALEIDOSCOPE' OR APPROVED EQUAL	3 GAL.	24" MIN.	
	EUON	SEE SUMMARY	EUONYMUS JAPONICUS 'SILVER KING' OR APPROVE EQUAL	3 GAL.	24" MIN.	

LEGEND

UNDISTURBED BUFFER AREA

ARTERIAL BUFFER SUMMARY

ARTERIAL BUFFER LENGTH: 1,431 LF
REQUIRED PLANTINGS:
3 LARGE TREES PER 100 LF = 43 TREES
50% EVERGREEN = 22 TREES
6 SMALL TREES PER 100 LF = 86 TREES
22 SHRUBS PER 100 LF = 315 SHRUBS
PROVIDED PLANTINGS:
MINIMUM 43 LARGE TREES¹
MINIMUM 22 EVERGREEN LARGE TREES¹
MINIMUM 86 SMALL TREES
MINIMUM 315 SHRUBS

¹ LARGE TREES SUBSTITUTED WITH SMALL TREES WITHIN DUKE POWER EASEMENT. SMALL MATURING TREES MUST HAVE A MAXIMUM HEIGHT OF 15' AT MATURITY.

PERIMETER BUFFER SUMMARY

PERIMETER BUFFER LENGTH: 7,917 LF (EXCLUDING ARTERIAL BUFFER)
REQUIRED PLANTINGS:
3 LARGE TREES PER 100 LF = 238 LARGE TREES
50% EVERGREEN = 119 TREES
6 SMALL TREES PER 100 LF = 476 SMALL TREES
22 SHRUBS PER 100 LF = 1,742 SHRUBS
PROVIDED PLANTINGS:
MINIMUM 238 LARGE TREES^{1,2}
MINIMUM 119 EVERGREEN TREES^{1,2}
MINIMUM 476 SMALL TREES²
MINIMUM 1,742 SHRUBS²

¹ LARGE TREES SUBSTITUTED WITH SMALL TREES WITHIN DUKE POWER EASEMENT. SMALL MATURING TREES MUST HAVE A MAXIMUM HEIGHT OF 15' AT MATURITY.

² EXISTING VEGETATION TO BE UTILIZED WHERE FEASIBLE. ALL PERIMETER BUFFERS TO REMAIN UNDISTURBED. UNDISTURBED EXISTING CANOPY SHOWN ON PLANS WITH CROSS-HATCH. AREAS WITHOUT EXISTING CANOPY TO BE SUPPLEMENTED PER THE RATES LISTED ABOVE. SUPPLEMENTAL PLANTINGS SHOWN ON PLAN.

LOT TREE SUMMARY

ROAD FRONTAGE LENGTH: 9,329 LF
REQUIRED PLANTINGS:
1 LARGE TREE PER 40 LF = 239 TREES
PROVIDED PLANTINGS:
MINIMUM 239 TREES¹

¹ LARGE TREES SUBSTITUTED WITH SMALL TREES WITHIN DUKE POWER EASEMENT. SMALL MATURING TREES MUST HAVE A MAXIMUM HEIGHT OF 15' AT MATURITY.

PLANT SCHEDULE REPRESENTATIVE OF PLANT GENUS AND SPECIES. FINAL PLANTING COUNTS DEPENDENT ON EXISTING CANOPY. ALL PERIMETER BUFFERS SHALL MEET THE REQUIREMENTS LISTED IN ARTERIAL BUFFER SUMMARY, PERIMETER BUFFER SUMMARY AND LOT TREE SUMMARY.

Civil Engineering | Land Planning

106 Stowe Road
Belmont, NC 28012
704-750-8850

Developer:
Sherwood Morris Investment, LLC
4200 Maid Marian Lane
Kannapolis, NC 28081
704-309-1982

Owner:
Harry T. Morris and Maralyn R. Morris
Revocable Living Trust
6320 Vineyard Drive
Paso Robles, CA 93446

Designer:
Nicholas Vesely, PE
Peninsula Civil Design, PLLC
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Belmont, NC 28012
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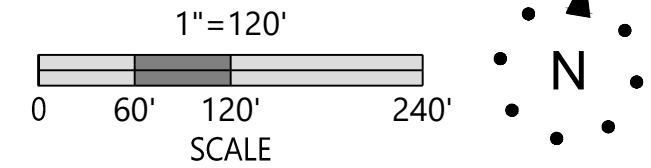
BOUNDARY, TOPOGRAPHIC, AND UNDERGROUND UTILITY SURVEY DATED MAY 26, 2026 PROVIDED BY SOUTH POINT SURVEYING, PLLC, 10111 NORTH MAIN STREET, OAKBORO, NC 28129. 704-622-3626.

PCD PROJECT NUMBER:
2420



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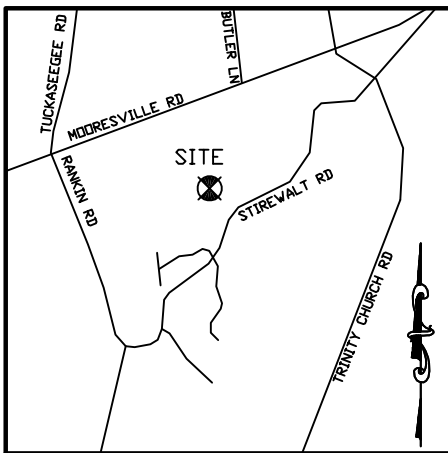
6950 Stirewall Road
Concord, NC 28081

ISSUE DATE:
December 22, 2025

- REVISIONS:
- 04/23/26 | 1ST COUNTY COMMENTS
 - 06/01/26 | 2ND COUNTY COMMENTS
 - 06/22/26 | 3RD COUNTY COMMENTS

PRELIMINARY PLAT
LANDSCAPE PLAN

PP06



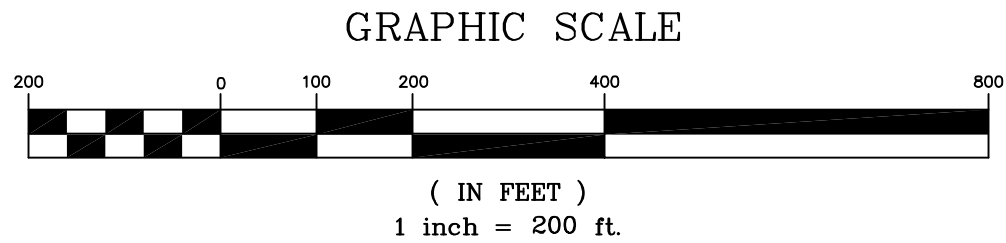
VICINITY MAP N.T.S.

LINE TABLE		
LINE	LENGTH	BEARING
L1	87.17	N67°34'16"W
L2	47.18	N47°19'47"E
L3	31.71	N27°00'28"W
L4	121.61	S01°27'37"E

AREA CHART		
PROPERTY	SQ.FT	ACREAGE
FULL BOUNDARY	4,410,584 SQ.FT.	101.25 ACRES
NORTH SIDE OF ROAD	4,291,890 SQ.FT.	98.53 ACRES
SOUTH SIDE OF ROAD	118,694 SQ.FT.	2.72 ACRES
MIDLAND EASEMENT	71,080 SQ.FT.	1.63 ACRES
DUKE ENERGY EASEMENT	436,013 SQ.FT.	10.01 ACRES
STIREWALT RD R/W	76,952 SQ.FT.	1.77 ACRES
45' R/W EASEMENT	1,333 SQ.FT.	0.03 ACRES

ROAD CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	176.02	419.52	N59°42'11"E	174.73
C2	364.96	715.21	S60°10'43"W	361.01
C3	341.57	665.21	S60°16'12"W	337.83
C4	197.00	469.52	N59°42'11"E	195.56

ROAD LINE TABLE		
LINE	LENGTH	BEARING
R1	53.85	N01°27'37"W
R2	68.05	N01°27'37"W
R3	57.57	S45°49'44"W
R4	45.77	S47°57'01"W
R5	58.70	S70°30'06"W
R6	56.66	S71°55'48"W
R7	775.56	S72°48'24"W
R8	25.90	S27°00'28"E
R9	27.22	S67°34'16"E
R10	44.26	N47°46'54"E
R11	775.67	N72°48'11"E
R12	57.56	N71°55'48"E
R13	58.25	N70°29'25"E
R14	58.79	N47°30'20"E

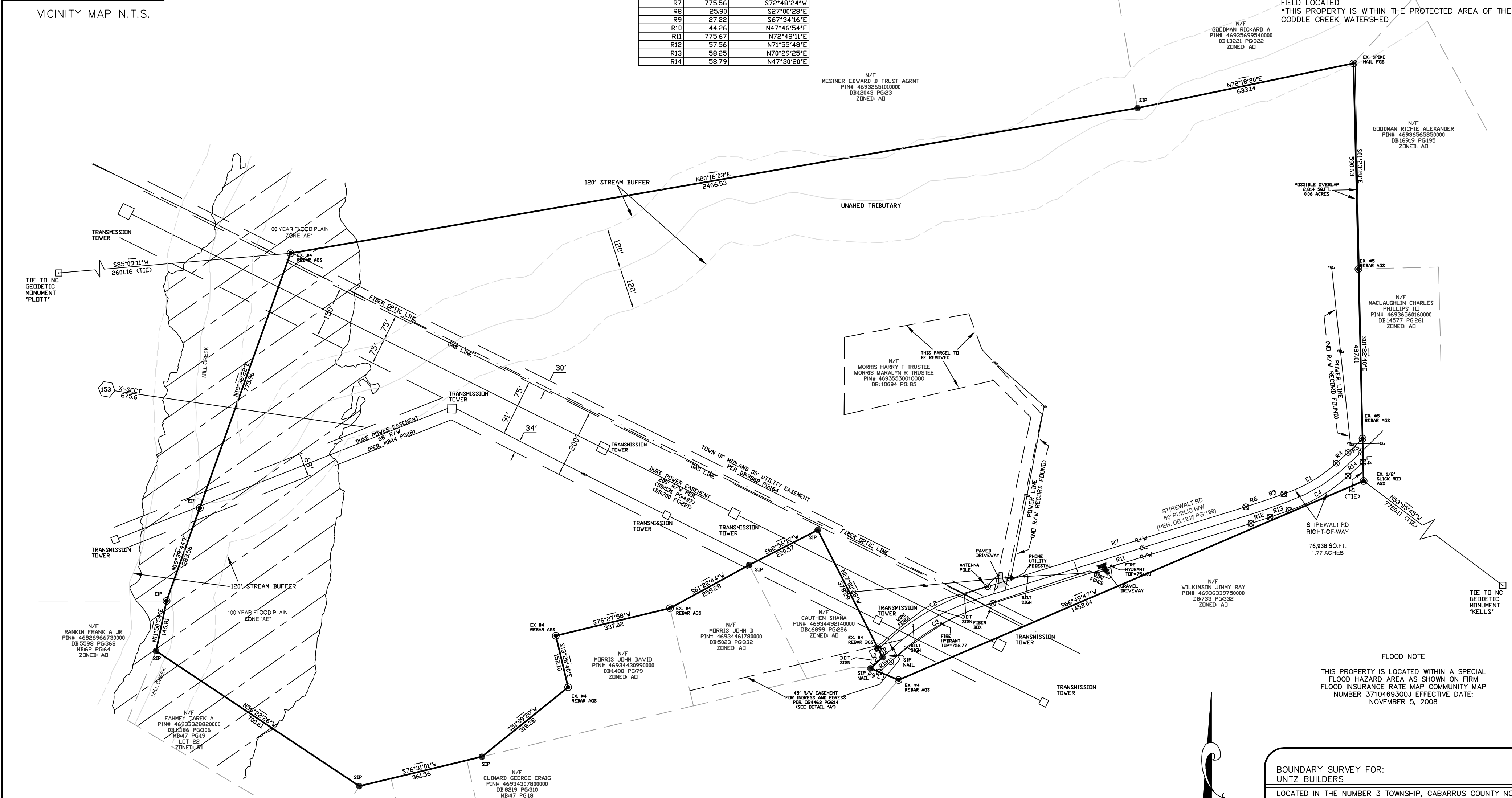


NOTES:
1. TRAVERSE ADJUSTED BY COMPASS RULE.
2. AREAS DETERMINED BY COORDINATE COMPUTATIONS.
3. ALL DISTANCE ARE HORIZONTAL GROUND DISTANCE.
4. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS AND/OR RIGHT-OF-WAY EITHER RECORDED OR IMPLIED.
5. ALL SIP ARE #4 REBAR UNLESS NOTED OTHERWISE

REFERENCES:
1. MAPS AND DEEDS SHOWN ON THIS PLAT
2. CABARRUS COUNTY ONLINE GIS
3. DUKE ENERGY PLATS RECORDED IN MB:14 PG:13 AND MB:14 PG:18

SURVEYORS NOTES:
ZONED: COUNTY; AO

*FLOOD PLAIN AND STREAM ARE SCALED FROM MAP. NOT FIELD LOCATED
*THIS PROPERTY IS WITHIN THE PROTECTED AREA OF THE CODDLE CREEK WATERSHED



I DOUGLAS S. PRESSLEY JR., CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEEDS AS SHOWN); THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES WAS 1:10,000+; THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEEDS AS SHOWN; THAT THE ANGULAR ERROR OF CLOSURE WAS 05" PER TURN; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED:

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

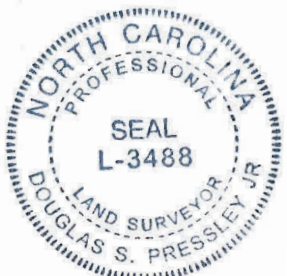
THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

THIS SURVEY IS AN EXCEPTION TO THE DEFINITION OF SUBDIVISION.

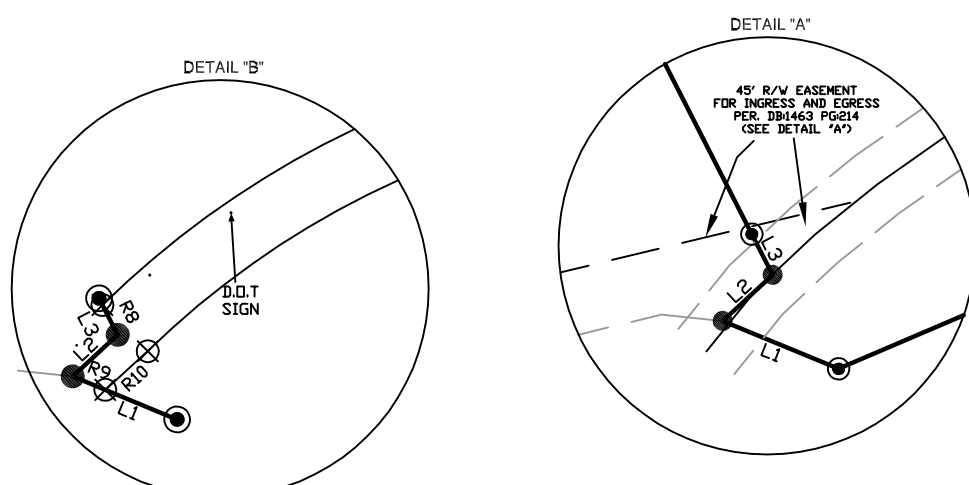
THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 26th DAY OF MAY, 2026

Douglas S. Pressley Jr.
PROFESSIONAL LAND SURVEYOR 3488



DSP 5-26-2026



LEGEND	
— BOUNDARY LINE	CL = CENTERLINE
— TIE LINE	C/D = CLEANDOUT
--- SET BACK	UTILITY POLE
● EXISTING IRON	○ UTILITY PEDESTAL
● SET IRON PIN	□ POWER BOX
□ MONUMENT	⊙ GAS VALVE
⊗ COMPUTED POINT	⊕ WATER METER
EX. = EXISTING	⊗ FIRE HYDRANT
AGS = ABOVE GROUND SURFACE	⊙ SS MANHOLE
BGS = BELOW GROUND SURFACE	⊗ WATER VALVE
FGS = FLUSH WITH GROUND SURFACE	⊙ LP LIGHT POLE
R/W = RIGHT-OF-WAY	
MNF = MAG NAIL FOUND	
MNS = MAG NAIL SET	

BOUNDARY SURVEY FOR: UNTZ BUILDERS		
LOCATED IN THE NUMBER 3 TOWNSHIP, CABARRUS COUNTY NC		
CURRENT OWNERSHIP: MORRIS HARRY T TRUSTEE MORRIS MARALYN R TRUSTEE PIN# 46934438350000 DB: 5023 PG: 329 MB: 43 PG: 24	SITE ADDRESS: 4930 RANKIN RD CONCORD NC 28027	
CURRENT OWNERSHIP: MORRIS HARRY T TRUSTEE MORRIS MARALYN R TRUSTEE PIN# 46935530010000 DB: 10694 PG: 85	SITE ADDRESS: 6950 STIREWALT RD CONCORD NC 28081	
PREPARED BY: SOUTH POINT SURVEYING PLLC 1011 NORTH MAIN ST OAKBORO, NC 28129 <704> 622-3626 DATE: MAY 26, 2025 SCALE: 1"=200'		
PAGES 1 OF 1	DRAWN BY MBO	REVISION#

August 14, 2025

To Whom it may concern,

In accordance with the Cabarrus County Development Ordinance,
On 7/23/25 The following property Owners were notified by mail of the
upcoming Variance request by Sherwood Morris Investments. A copy of the
letter is attached.

Owners

Rankin Frank A Jr, Rankin Patricia Harris
Fahmey Tarek A, Fahmey Regina W (Spouse)
Goodman Richie Alexander, Goodman Heather M (Spouse)
Maclaughlin Charles Phillips III, Maclaughlin Jacquelyn Whitley
Goodman Rickard A, Goodman Connie D
Wilkinson Jimmy Ray, Wilkinson Gilda S (Spouse)
Cauthen Shana
Morris John D
Morris John David
Clinard George Craig, Clinard Diane Griffin (Spouse)
Massengill Ashley K
Fromke Jon E, Fromke Jenniger L (Spouse)
Mesimer Edward D Trust Agrmt

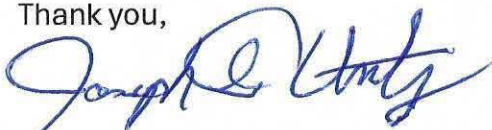
Address

4398 Rankin Road, Concord, NC 28027
4792 Kay Bird Ln. Concord, NC 28027
6620 Stirewalt Rd. Kannapolis, NC 28081
6710 Stirewalt Rd. Kannapolis, NC 28081
6760 Mooresville Rd. Kannapolis, NC 28081
6777 Stirewalt Rd. Concord, NC 28027
7000 Stirewalt Rd. Concord, NC 28027
7020 Stirewalt Rd. Concord, NC 28027
7032 Stirewalt Rd. Concord, NC 28027
7266 Three Sisters Ln. Concord, NC 28027
7292 Three Sisters Ln. Concord, NC 28027
7298 Three Sisters Ln. Concord, NC 28027
7621 Tuckaseegee Rd. Kannapolis, NC 28081

In addition, several door to door stops were made to give additional opportunity for the
residents to address questions.

As of 8/14/25 I have only had one property Owner with questions. Charles Maclaughlin of
6710 Stirewalt Road, Kannapolis discussed if the buffer would be disturbed at his property
line. My response was we would leave all current vegetation within the buffer. He is good
with my reply, and no further conversations have taken place.

Thank you,



Sherwood Morris Investments, LLC
Joseph G. Untz, Manager

Sherwood Morris Investment, LLC

July 22, 2025

Dear Neighbor,

My name is Joe Untz; I have been in the local development business since 1996 and involved with various Construction Projects throughout Cabarrus County.

Currently I am working on a High-End Community that will be located on Stirewalt Road, Kannapolis NC.

Parcel Identification Numbers 46935530010000 and 46934438350000.

This project will consist of 40 Single-Family Homes with lots ranging from 1 to 2-acre parcels. The parent parcel consists of 102 acres giving a density of one residence per two acres. This low-density Single-Family Project will provide Luxury Housing in the beautiful Cabarrus County setting.

In the upcoming months, I will be petitioning the Cabarrus County Board of Adjustment for a Variance from the Literal Provisions of the Zoning Ordinance.

The Variance Request will be from the following provisions of the Ordinance.

A: UDO 5-7. D.2c – Arterial Street Buffer

B: UDO Chapter 15, Section 9 – Cul-de-sac Length

C: UDO Chapter 15, Section 9 – Connections to Adjacent Properties

I welcome you to reach out to me with any questions or concerns you may have regarding this Project.

Sincerely,

Joe G. Untz

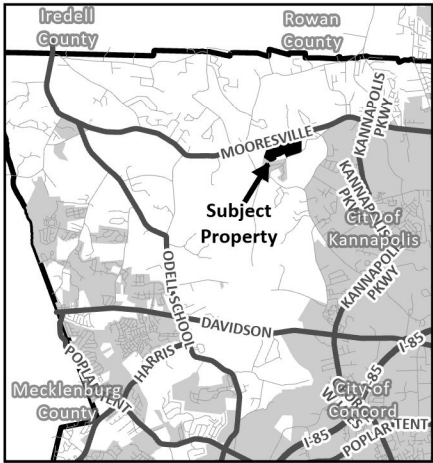
Joeuntz25@gmail.com

704.309.1982

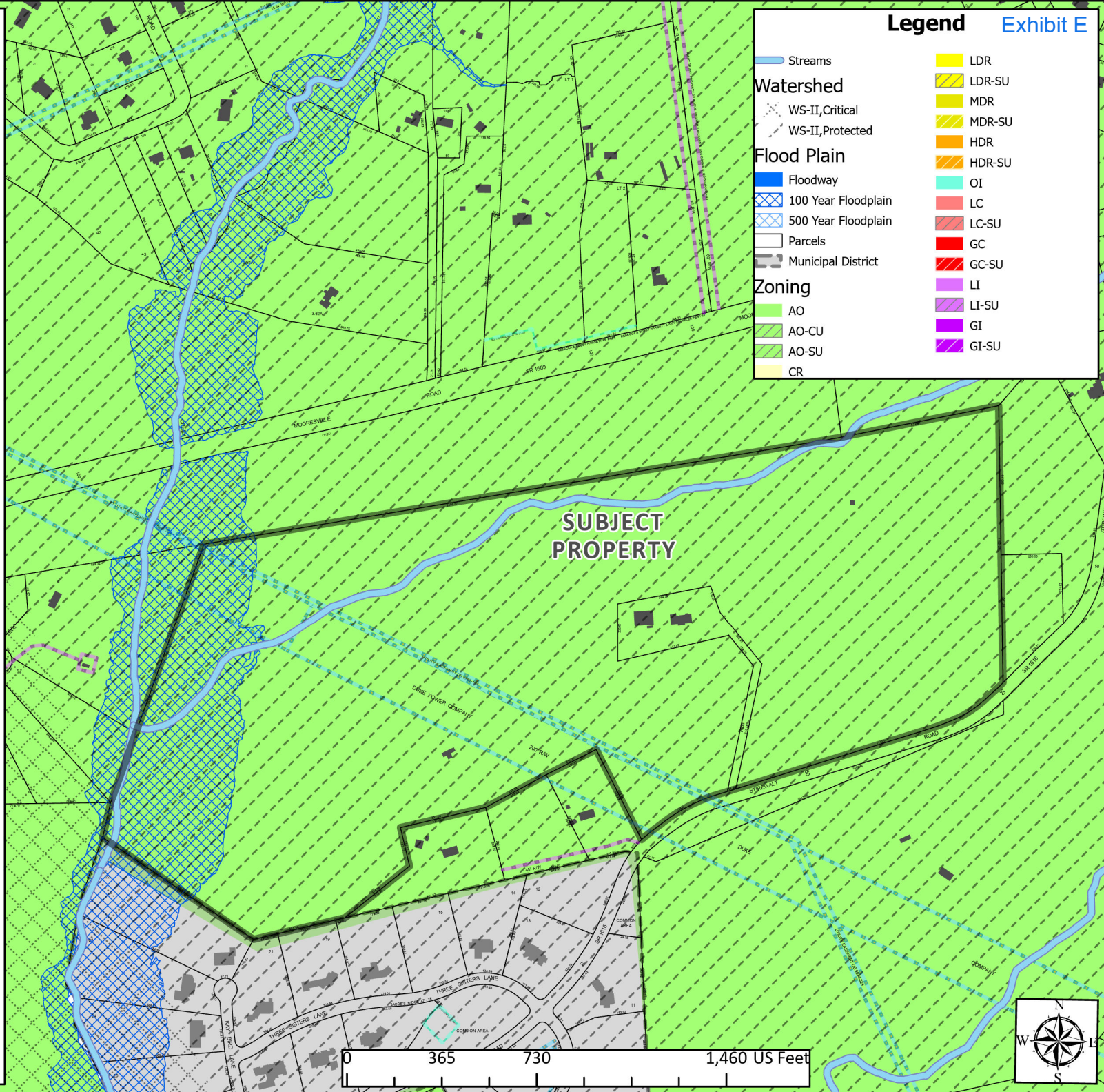
Western Planning Area Zoning Map



Applicant: Joe Untz
 Owner: Harry & Maralyn Morris Estate
 Case: PLPR2024-00073
 Address: 6500 & 6950 Stirewalt Rd
 Purpose: Major Subdivision
 (Marabrook)
 PIN: 4693-44-8805 & 4693-55-3001



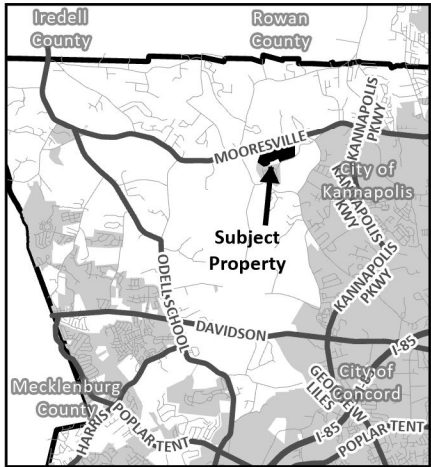
Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data. Map prepared by Cabarrus County Planning and Development July, 2026



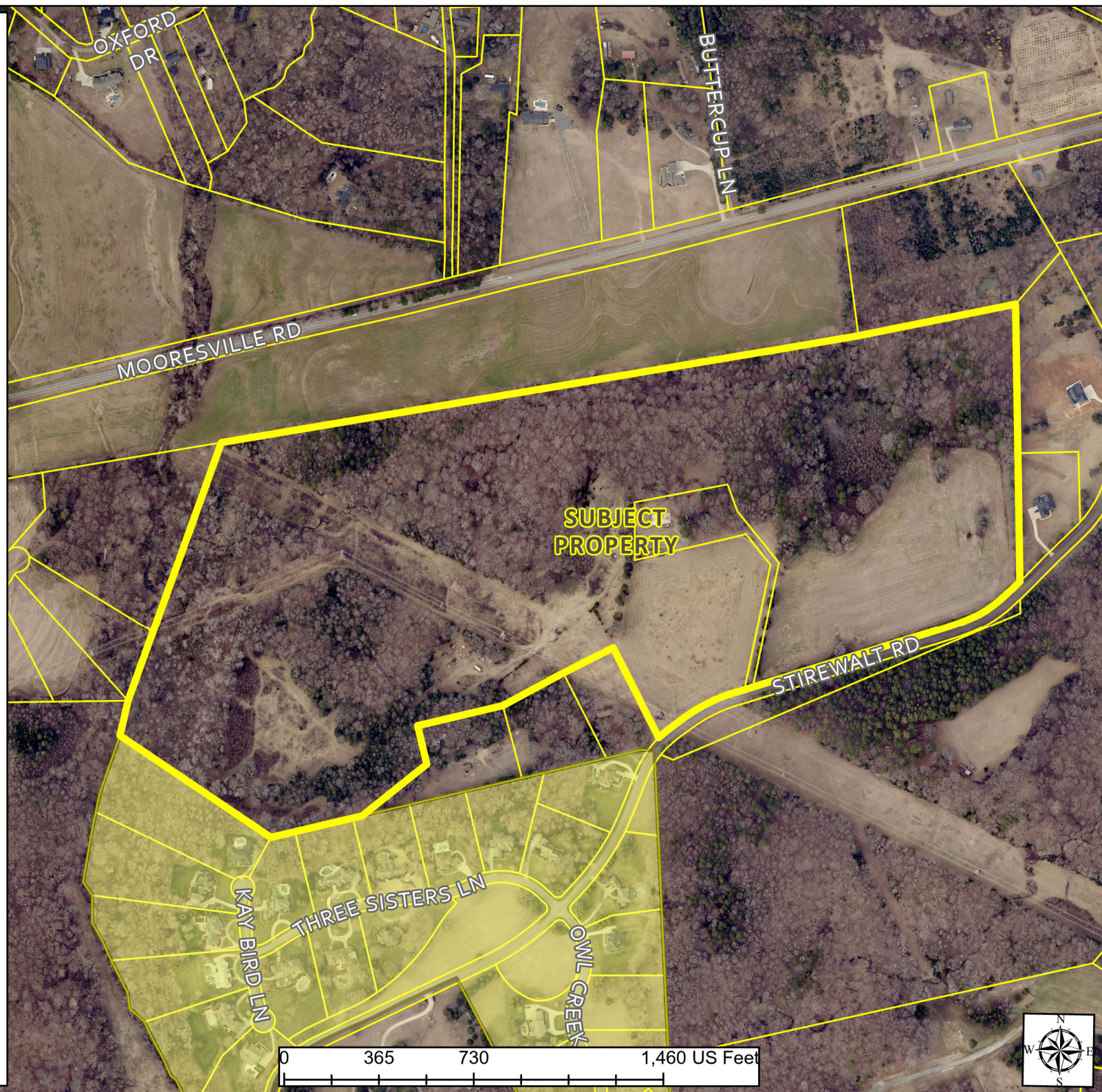
Western Planning Area
Aerial Map



Applicant: Joe Untz
Owner: Harry & Maralyn Morris Estate
Case: PLPR2024-00073
Address: 6500 & 6950 Stirewalt Rd
Purpose: Major Subdivision
(Marabrook)
PIN: 4693-44-8805 & 4693-55-3001



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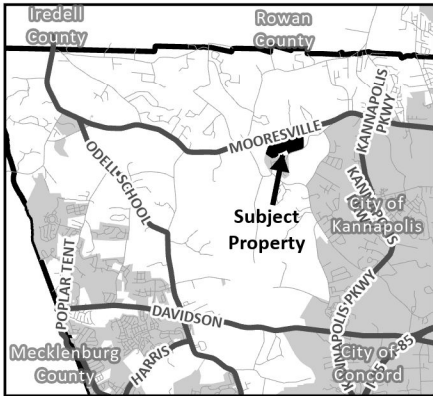
0 365 730 1,460 US Feet



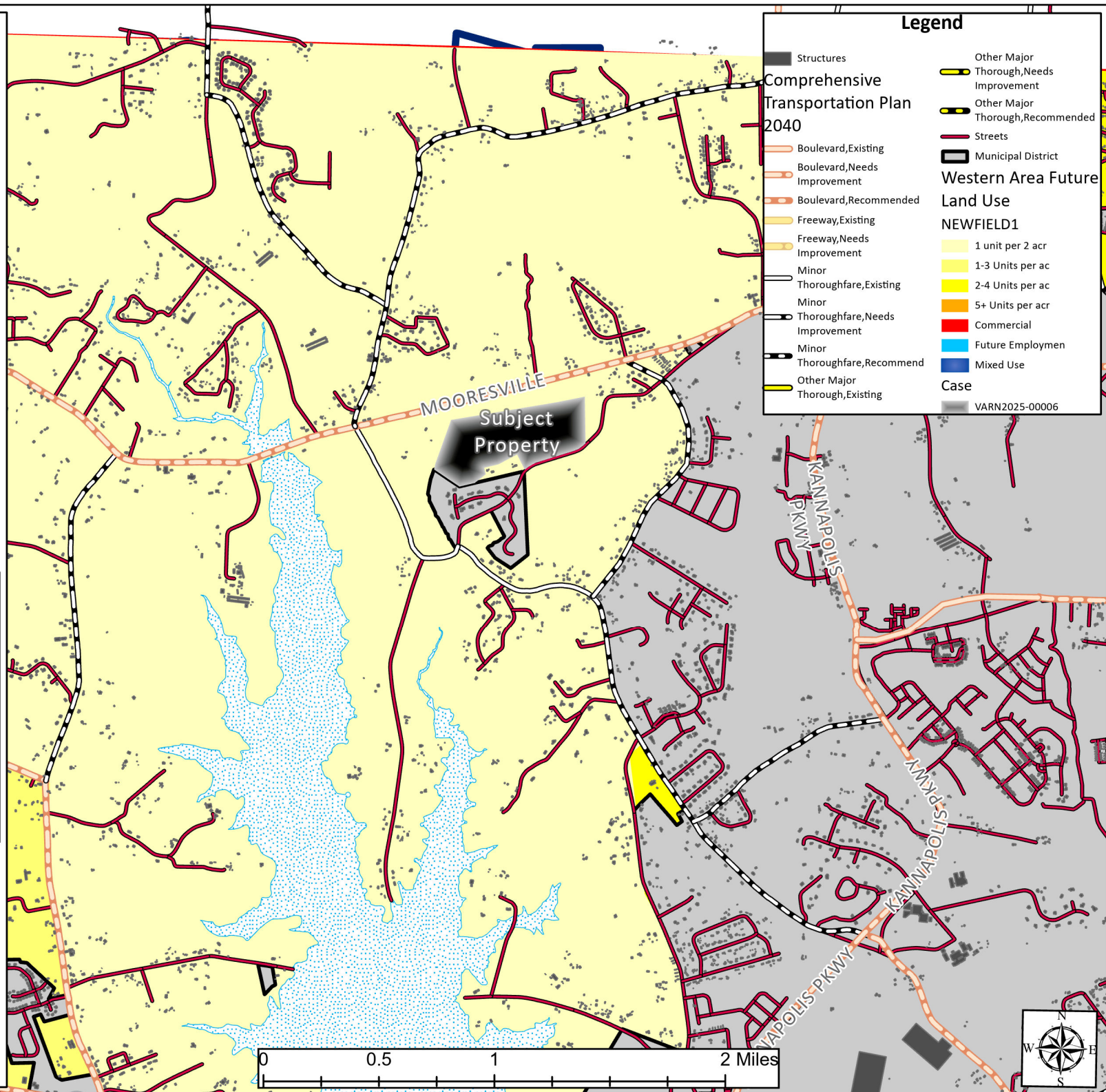
Western Planning Area Future Land Use Map



Applicant: Joe Untz
 Owner: Harry & Maralyn Morris Estate
 Case: PLPR2024-00073
 Address: 6500 & 6950 Stirewalt Rd
 Purpose: Major Subdivision
 (Marabrook)
 PIN: 4693-44-8805 & 4693-55-3001



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Cabarrus County Government – Planning and Development Department

June 22, 2026

Dear Property Owner:

A Preliminary Plat application has been filed in our office for your property. The specifics of the request are listed below. The Cabarrus County Board of Adjustment will consider this petition on Tuesday, July 14th, 2026 at 6:30 PM in the 2nd floor Commissioner's Chambers of the Cabarrus County Governmental Center, located at 65 Church Street SE, Concord, NC 28026. A Public Hearing will be conducted, and public input will be allowed during that time. If you have any comments about this request, I encourage you to attend this meeting.

- **Petitioner:** Sherwood Morris Investment LLC
- **Petition Number:** PLPR2024-00073
- **Property Location:** 6950 Stirewalt Road
- **Parcel ID Number:** 4693-44-8805 & 4693-55-3001
- **Existing Zoning:** Agricultural / Open Space (AO)
- **Request:** Subdivision of the subject properties

If you have any questions regarding this petition, or the hearing process, please contact me at Cabarrus County Planning and Development at 704.920.2181 or pecollins@cabarruscounty.us.

Sincerely,

Phillip Collins, AICP
Planning Supervisor
Cabarrus County Planning and Development



Cabarrus County Government – Planning and Development Department

June 22, 2026

Dear Property Owner:

A Preliminary Plat Application has been filed in our office for property **adjacent** to yours. The specifics of the request are listed below. The Cabarrus County Board of Adjustment will consider this petition on Tuesday, July 14th, 2026 at 6:30 PM in the 2nd floor Commissioner's Chambers of the Cabarrus County Governmental Center, located at 65 Church Street SE, Concord, NC 28026. A Public Hearing will be conducted, and public input will be allowed during that time. If you have any comments about this request, I encourage you to attend this meeting.

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- **Existing Zoning:** Agricultural / Open Space (AO)
- **Request:** Subdivision of the subject properties

If you have any questions regarding this petition, or the hearing process, please contact me at Cabarrus County Planning and Development at 704.920.2181 or pecollins@cabarruscounty.us.

Sincerely,

A handwritten signature in cursive script that reads "Phillip Collins".

Phillip Collins, AICP
Planning Supervisor
Cabarrus County Planning and Development

MESIMER EDWARD D TRUST AGRMT
7621 TUCKASEEGEE RD
KANNAPOLIS, NC 28081

GOODMAN RICKARD A & CONNIE D
6746 MOORESVILLE RD
KANNAPOLIS, NC 28081

WILKINSON JIMMY RAY & GILDA S
9403 MOORESVILLE RD
CONCORD, NC 28027

MACLAUGHLIN CHARLES P III
& JACQUELYN W
6710 STIREWALT RD
KANNAPOLIS, NC 28081

GOODMAN RICHIE A & HEATHER M
6620 STIREWALT RD
KANNAPOLIS, NC 28081

MORRIS JOHN D
7032 STIREWALT RD
CONCORD, NC 28027

CAUTHEN SHANA
17147 LAKE PATH DR
CORNELIUS, NC 28031

CLINARD GEORGE CRAIG & DIANE GRIFFIN
7266 THREE SISTERS LN
CONCORD, NC 28027

SPENCER RICHARD T IV & TIFFANY
7292 THREE SISTERS LN
CONCORD, NC 28027

FROMKE JON E & JENNIFER L
7298 THREE SISTER LN
CONCORD, NC 28027

FAHMEY TAREK A & REGINA W TRUSTEE
4792 KAY BIRD LN
CONCORD, NC 28027

RANKIN FRANK A JR & PATRICIA HARRIS
4435 RANKIN RD
CONCORD, NC 28027

MORRIS HARRY T & MARALYN R TRUSTEE
6320 VINEYARD DR
PASO ROBLES, CA 93446

MORRIS HARRY T & MARALYN W ESTATE
C/O TOM MORRIS
6320 VINEYARD DR
PASO ROBLES, CA 93446

GLORIA R WEEKS
7054 RANKIN RD
CONCORD, NC 28027

Public Hearing Notice

Cabarrus County Planning and Zoning Commission
Tuesday, July 14, 2026 @ 6:30 P.M.
Commissioners Meeting Room, 2nd Floor
65 Church St. S.E. Concord, NC 28026

- PLPR2024-00073 – Request to subdivide property located on the north side of Stirewalt Road. Harry T Morris and Maralyn R Morris Revocable Living Trust is the owner of the subject property and Sherwood Morris Investment is the applicant of this request. The address associated with the property 6950 Stirewalt Road (PINs: 4693-44-8805 & 4693-55-3001).
- RZON2026-00003 – Request to rezone property from Kannapolis Residential 1 (R-1) district to Agriculture / Open Space (AO) district. Cabarrus County is the Agent for the request and Robert & Sarah Malina and Jeffery & Anne Robinson are the owners of the subject property. The address(es) associated with the subject properties are 3004, 3030 & 3110 Barr Rd (PINs: 4692-75-9333 & 4692-85-4212).

For information, contact Planning and Development at 704.920.2141. If reasonable accommodations are needed, please contact the ADA Coordinator at 704.920.2100 at least 48 hours prior to the public hearing.

PUBLISH: Tuesday, June 30th and Tuesday, July 7th, 2026

June 29, 2026 at 9:41:53 AM
6563–6921 Stirewalt Rd



JOSH STEIN
Governor

D. REID WILSON
Secretary

WILLIAM E. TOBY VINSON, JR.
Director



March 11, 2026

LETTER OF APPROVAL

Sherwood Morris Investments LLC
Attn: Joe Untz
4200 Maid Marian Ln
Kannapolis, NC 28081

RE: Project Name: Morris Tract Single Family Residential
Permit Number: CABAR-2026-0270
Acres Approved: 10
County: Cabarrus
City: Concord
Address: Stirewalt Rd
River Basin: Yadkin-PeeDee
Stream Classification: HQW: High Quality Waters; WS-II: Water Supply II; CA:
Critical Area
Plan Type: New Plan

Dear Mr. Untz,

This office has received and reviewed the subject erosion and sedimentation control plan. We find the plan to be acceptable and hereby issue this Letter of Approval. The enclosed Certificate of Approval must be posted at the job site. This plan shall expire three (3) years following the date of approval, if no land disturbing activity has been undertaken, as is required by Title 15A NCAC 4B .0129.

As of April 1, 2019, all new construction activities are required to complete and submit an electronic Notice of Intent (eNOI) form requesting a COC under the NCG010000 Construction Stormwater General Permit. You must apply for coverage by submitting a "Construction Stormwater – NCG01 (Subject to the SPCA) in the [AccessDEQ Portal](#). Once your application is complete, you will receive an invoice for the \$127 annual permit fee and can submit payment through the AccessDEQ Portal. Once the fee is processed and the application approved, you will receive the COC via email. As the Financially Responsible Party shown on the FRO form submitted for this project, you MUST obtain the COC prior to commencement of any land disturbing activity. Direct questions about the eNOI form to the [Stormwater Program staff](#) in the Raleigh central office. If the owner/operator of this project changes in the future, the new responsible party must obtain a new COC.



North Carolina Department of Environmental Quality | Division of Energy, Mineral and Land Resources
Mooresville Regional Office | 610 East Center Ave, Suite 301 | Mooresville, North Carolina 28115
704-235-2100

Title 15A NCAC 4B .0118(a) and the NCG01 permit require that the following documentation be kept on file at the job site:

1. The approved E&SC plan as well as any approved deviation.
2. The NCG01 permit and the COC, once it is received.
3. Records of inspections made during the previous 12 months.

Also, this letter gives the notice required by G.S. 113A-61.1(a) of our right of periodic inspection to ensure compliance with the approved plan.

North Carolina's Sedimentation Pollution Control Act is performance-oriented, requiring protection of existing natural resources and adjoining properties. If, following the commencement of this project, the erosion and sedimentation control plan is inadequate to meet the requirements of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statute 113A-51 through 66), this office may require revisions to the plan and implementation of the revisions to ensure compliance with the Act.

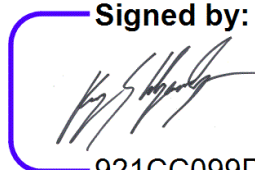
Acceptance and approval of this plan is conditioned upon your compliance with Federal and State water quality laws, regulations, and rules. In addition, local city or county ordinances or rules may also apply to this land-disturbing activity. This approval does not supersede any other permit or approval.

Note that this approval is based in part on the accuracy of the information provided in the Financial Responsibility Form and on the plan, which you provided. You are requested to file an amended form if there is any change in the information included on the form.

Your cooperation is appreciated.

Sincerely,

Signed by:



921CC099D3B24A6...

Kenny S. Llywelyn

Land Quality Section



MODIFICATIONS REQUIRED FOR APPROVAL WITH MODIFICATIONS

Project Name: Morris Tract Single Family Residential

Project ID: CABAR-2026-0270

County: Cabarrus

Reviewed by: Kenny S. Llywelyn

1. In phase 2, there is a removal of a clean water bypass within the Duke easement. The drainage area changes. Additional measures may be needed to manage construction flow. At the minimum redirection of flows outside of the Duke easement will be needed.
2. It is recommended that all proposed work in all phases of development within Duke easement are approved by Duke Energy. If there are conflicts a revised plan will need to be submitted to NCDEQ of the proposed changes.

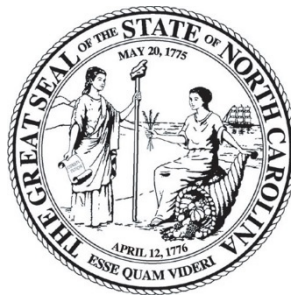
Ref: G.S. 113A-54.1 through G.S. 113A-57

Sections 15A NCAC 04A.0101 through 15A NCAC 04E.0504

General Permit NCG 010000 NPDES for Construction Activities



CERTIFICATE OF PLAN APPROVAL



The posting of this certificate certifies that an erosion and sedimentation control plan has been approved for this project by the North Carolina Department of Environmental Quality in accordance with North Carolina General Statute 113A – 57 (4) and 113A – 54 (d) (4) and North Carolina Administrative Code, Title 15A, Chapter 4B.0107 (c). This certificate must be posted at the primary entrance of the job site before construction begins and until establishment of permanent groundcover as required by North Carolina Administrative Code, Title 15A, Chapter 4B.0127 (b).

**Morris Tract Single Family Residential
Stirewalt Rd Concord, NC 28027**

03/11/2026

Date of Plan Approval



CABAR-2026-0270

Project Identifier

Certificate of Coverage Number: _____



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

DANIEL H. JOHNSON
SECRETARY

April 27, 2026

Division 10
District 1 – Cabarrus County

Nic Vesely
Peninsula Civil Design, PLLC

Subject: Morris Residential
Location: Stirewalt Rd

To Whom It May Concern:

This office is currently reviewing the driveway permit and subdivision plans for Morris Residential on Stirewalt Rd in Cabarrus County. Based on our past and current reviews, let this letter serve as a preliminary approval based on the following conditions.

- The final review comments from the district office and hydraulic unit are satisfied.
- A bond is put in place for the work in the NCDOT right of way along Stirewalt Rd.

Feel free to reach out to our office at the number below with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marc P. Morgan".

Marc P. Morgan, PE
District Engineer

/jsf

Attachments

Cc: File

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
DIVISION 10 DISTRICT 1
615 CONCORD ROAD
ALBEMARLE, NC 28001

Telephone: (704) 983-4360
Fax: (704) 982-9659
Customer Service: 1-877-368-4968
Website: www.ncdot.gov

Location:
615 CONCORD ROAD
ALBEMARLE, NC 28001

November 3, 2025

To Whom it may concern:

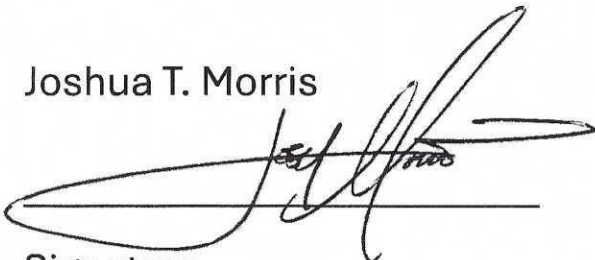
I, Joshua T Morris, Trustee of the Maralyn Morris Revokable Trust, hereby grant authorization to Joseph G. Untz Jr, Manager of Sherwood-Morris Investments LLC, to submit any required applications to Cabarrus County for Subdivision and permitting approvals for the following property.

Approximately 102 acres are located at 6950 Stirewalt Road, Concord NC 28027. Property Identification numbers:

46934438350000 and 46935530010000

Sincerely,

Joshua T. Morris



Signature

**RESIGNATION OF TRUSTEESHIP AND CONSENT AGREEMENT TO APPOINT
SUCCESSOR TRUSTEE**

THIS RESIGNATION OF TRUSTEESHIP AND CONSENT AGREEMENT TO APPOINT SUCCESSOR TRUSTEE is effective as of the Effective Date by and between Thomas R. Morris in his capacity as the Trustee of the Harry Morris Revocable Living Trust, dated December 18, 2001 (the "Trust"), Joshua Morris in his capacity as the successor Trustee of the Trust, and Cindy Morris, John D. Morris, and Thomas R. Morris, ("the Beneficiaries") as beneficiaries of the Trust. Individually referred to as a "Party" and collectively hereafter as the "Parties." The Effective Date shall be the date that the last signature is dated on the signature page of this Agreement.

RECITALS

WHEREAS, Harry T. Morris executed the Harry T. Morris Revocable Living Trust Agreement on December 18, 2001 (the "Trust") between himself as grantor and himself and Maralyn R. Morris as Co-Trustees; and

WHEREAS, pursuant to Article VI, Section 6 of the Trust, Thomas R. Morris became the Trustee of the Trust upon the death of Harry T. Morris on January 11, 2015, and following Maralyn R. Morris's renunciation by an instrument dated March 24, 2017; and

WHEREAS, Thomas R. Morris now desires to resign as Trustee of the Trust; and

WHEREAS, Article VI Section 6 of the Trust appoints John D. Morris as successor Trustee of the Trust if Thomas R. Morris is unable to serve; and

WHEREAS, John D. Morris renounced his right to serve as Trustee of the Trust pursuant to an agreement dated 3/24/2025; and

WHEREAS, The Trust does not designate a successor Trustee to serve in the event John D. Morris is unable or unwilling to serve as Trustee; and

WHEREAS, Article VI Section 6 of the Trust states that if the sole Trustee fails or ceases to act as Trustee for any reason and either Grantor is not living and competent, a majority of the beneficiaries to whom the income of the trust could then be paid shall have the right to appoint a successor Trustee; and

WHEREAS, Mary Bentley, Cindy Morris, John D. Morris, and Thomas Morris constitute the entire class of beneficiaries who are presently eligible to receive income from the trust; and

WHEREAS, Cindy Morris, John D. Morris, and Thomas Morris, as the majority of the present beneficiaries, now wish to exercise their vested right under the Trust to appoint Joshua Morris as the successor Trustee of the Trust.

NOW THEREFORE, in consideration of the promises made and exchanged herein, and in execution of the foregoing recitals herein, the Parties hereby agree as follows:

1. ***Resignation of Trustee.*** By executing this Agreement, the Parties hereby unanimously agree and consent to the resignation of Thomas Morris from his role as Trustee of the Trust, effective as of the date of this Agreement.
2. ***Nomination of Trustee.*** By executing this Agreement, Thomas Morris, John D. Morris and Cindy Morris hereby nominate and appoint Joshua Morris to serve as successor Trustee of the Trust, effective immediately upon Thomas Morris' resignation.
3. ***Acceptance of Trusteeship.*** By executing this Agreement, Joshua Morris hereby agrees to serve as successor Trustee of the Trust, effective immediately upon Thomas Morris' resignation.
4. ***Governing Law.*** The laws of the State of North Carolina shall govern the construction and enforcement of this Agreement without regard to its conflicts of laws provisions.
5. ***Binding on Successors.*** The provisions of this Agreement shall be binding upon the estates, personal representatives, heirs, successors, and assigns of the Parties.
6. ***Representations of the Parties.*** Each Party represents and warrants to the other Parties that such Party has full power, authority and capacity to enter into this Agreement, and that the execution of this Agreement does not and will not violate any applicable law, judicial or administrative order or judgment or conflict with any terms or provisions of any other agreement.
7. ***Entire Agreement.*** This Agreement constitutes the entire agreement between the Parties. No modification shall be effective unless contained in writing and signed by all the Parties.
8. ***Recitals.*** The Recitals are incorporated herein and shall become a part of this Agreement.
9. ***Effective Date of Agreement.*** This Agreement shall become effective as of the date first referenced above.
10. ***Counterparts.*** This Agreement may be signed in more than one counterpart, each of which is an original, and all of which when taken together shall be deemed one and the same document.

Signatures Appear on Following Page

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SUCCESSOR TRUSTEE**

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RECITALS

WHEREAS, Maralyn R. Morris executed the Maralyn R. Morris Revocable Living Trust Agreement on December 18, 2001 (the "Trust") between herself as grantor and herself and Harry T. Morris as Co-Trustees; and

WHEREAS, pursuant to Article VI, Section 6 of the Trust, Thomas R. Morris became the Trustee of the Trust upon the death of Maralyn R. Morris' death on April 29, 2023, and following Harry T. Morris' death on January 11, 2015; and

WHEREAS, Thomas R. Morris now desires to resign as Trustee of the Trust; and

WHEREAS, Article VI Section 6s of the Trust appoints John D. Morris as successor Trustee of the Trust if Thomas R. Morris is unable to serve; and

WHEREAS, John D. Morris renounced his right to serve as Trustee of the Trust pursuant to an agreement dated _____; and

WHEREAS, The Trust does not designate a successor Trustee to serve in the event John D. Morris is unable or unwilling to serve as Trustee; and

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WHEREAS, Mary Bentley, Cindy Morris, John D. Morris, and Thomas Morris constitute the entire class of beneficiaries who are presently eligible to receive income from the trust; and

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6. ***Representations of the Parties.*** Each Party represents and warrants to the other Parties that such Party has full power, authority and capacity to enter into this Agreement, and that the execution of this Agreement does not and will not violate any applicable law, judicial or administrative order or judgment or conflict with any terms or provisions of any other agreement.
7. ***Entire Agreement.*** This Agreement constitutes the entire agreement between the Parties. No modification shall be effective unless contained in writing and signed by all the Parties.
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Signatures Appear on Following Page

BENEFICIARIES

CINDY MORRIS

Date

Thomas R Morris
THOMAS MORRIS

3-29-2025
Date

JOHN MORRIS

Date

RESIGNING TRUSTEE

Thomas R Morris
THOMAS MORRIS

3-29-2025
Date

ACCEPTING TRUSTEE

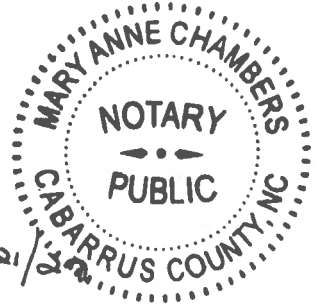
JOSHUA MORRIS

Date

BENEFICIARIES

Cindy Morris
CINDY MORRIS

3/24/25
Date
Expiration 3/21/27

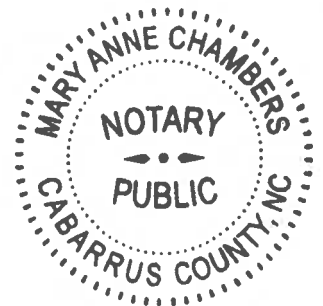


THOMAS MORRIS

Date

John Morris
JOHN MORRIS

3/24/2025
Date
Expiration 3/21/27



RESIGNING TRUSTEE

THOMAS MORRIS

Date

ACCEPTING TRUSTEE

JOSHUA MORRIS

Date

BENEFICIARIES

CINDY MORRIS

Date

THOMAS MORRIS

Date

JOHN MORRIS

Date

RESIGNING TRUSTEE

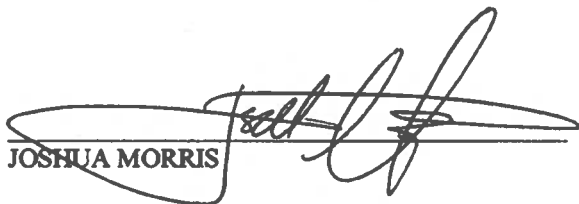
THOMAS MORRIS

Date

ACCEPTING TRUSTEE

JOSHUA MORRIS

Date

 3/24/25



Duke Energy Corporation
 610 Toddville Rd., Bldg 5627
 Charlotte, NC 28214
 704-812-2316
stephen.lord@duke-energy.com

January 30, 2026

Nic Vesely, PE
 Peninsula Civil Design, PLLC
 704.750.8850
nvesely@pcdstudio.com

Re: Duke Energy Transmission Line Right-of-Way Plan Review Conditional Approval
 Project: Morris Tract Subdivision
 Line: 2M41 107.0-108.0 – 230KV ; 1A558 17.0-18.0 -100KV; LU 0029046

Dear Nic & team,

This office has reviewed the proposed plan for the Morris Tract subdivision project in Cabarrus Co. NC and referred to herein as Attachment "A". We find the plans as shown on the referenced drawings to be acceptable and in compliance with the attached Use Guidelines for Encroachments involving Transmission Easements. Therefore Duke Energy Transmission ("DET") approves the referenced plans, insofar as its transmission easement rights are concerned, subject to the conditions detailed below. If this project construction has not commenced by a period of 12 months from the date of this letter, this approval by DET shall expire, and additional plan review will be required by DET at that time.

In summary, the following details DET's comments:

- No stockpiling or storage of materials, dirt, or equipment of any kind is permitted within the DET easement area, nor may any combustible materials be placed within the easement area.
- Contractors operating any and all equipment should be instructed not to operate within 25' of the poles, towers, or other electrical structures including guy anchors. All slopes shall be 4:1 or less. No spoil dirt is to be placed within the easement limits unless previously approved by DET.
- Any proposed easements must not cross closer than 25' to DET's electrical structures including, but not limited to poles, towers, and guy anchors.
- All underground facilities, such as, but not limited to, storm water pipes and domestic water line pipes, must be capable of a heavy equipment load bearing weight of 80,000 lbs. DET will not be responsible for damages to these installed facilities. No irrigation systems or signs are allowed.
- Any damage to the transmission line or its associated structures, related to this project, and/or claims due to the damage, is the responsibility of the developer/owner.
- Any vegetation within or outside of the transmission easement that will pose a grow-in, fall-in, or blowing together threat (typical maximum mature height greater than 15' within the transmission easement depending up voltage), limit or block access, limit the safe and reliable operation, emergency restoration, or maintenance of the transmission facilities, or limit the full use of the easement for its intended purposes, is incompatible with the high voltage transmission power lines and therefore could be subject to removal by DET.
- All plats, plans, renderings and representations of lots, parcels, designated spaces and/or designated areas having and including area within a Duke Energy easement cannot represent, with setbacks or other means, buildable areas(s) within a Duke Energy easement.
- This approval by DET is subject to the paramount right of DET at all times to make use of its entire easement area for the construction, maintenance, reconstruction, and operation of electric lines.

- This letter only addresses issues related to DET's transmission line easement. Additional easements, approvals, or permits from the underlying property owner(s) or other applicable agencies may be required in order for you to proceed with this project.

DET also offers these additional comments to ensure that other potential conflicts are not created during or after construction:

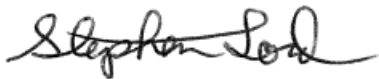
- If there are design changes to any drawings that involve the transmission easements, DET must review the changes for compliance with the Use Guidelines for Encroachments Involving Transmission Easements.
- Proper clearances must be maintained at all times. If any transmission line modification by DET is required to maintain proper clearances, the cost will be the responsibility of the developer/owner. Any such line modifications must be approved and scheduled, through DET well in advance of the project start date.
- All current and future property owners are required to adhere to the most current version of the DET transmission right-of-way guidelines and restrictions. (attached separately via email)
- DET heavy equipment access must not be restricted during construction of this project due to grading or any other activity.
- Please contact me prior to the start of this project to attend any pre-construction meetings.
- Underground Utilities with cathodic protection will require a study of anodic interference on existing DET structures. The developer / owner is responsible for any required remediation as determined by DET. This study shall be provided at no cost to DET for their review and acceptance before a Final Approval shall be issued by DET. This study must be submitted to DET prior to the commissioning of the Underground Utilities.

In not objecting to the use of the transmission easement for use as shown on the drawings, DET is not relinquishing the right to control and maintain the rights-of-way as specified in the recorded easement documents. Any damages to the transmission lines or its associated structures, and claims caused by the damage, is the responsibility of the developer/contractor/owner. It is the responsibility of the developer/contractor/owner to ensure that all work performed in the proximity of the transmission lines complies with all applicable laws and regulations, including but not limited to the National Electric Safety Code ("**NESC**"), the Overhead High-Voltage Line Safety Act ("**OHVLSA**"), and the Occupational Safety and Health Act ("**OSHA**"), and that all persons working near the electric power lines are made aware of the inherent safety hazards associated with these lines.

Please note that this approval is based in part on the accuracy of the information you have supplied on the site plans (Attachment A). You are responsible for indicating the correct location of the DET right of way and its associated electrical structures along with the correct width of the DET easement limits.

Thank you for your cooperation. If you have any questions, please feel free to contact me at 704.812.2316.

Sincerely,



Stephen Lord
Sr. Asset Protection Program Manager

Attachments: Attachment "A" - Site Plans
Duke Energy Transmission Easement Use Guidelines
Duke Energy "Look Up & Live" Brochure



monroenc.org • 704-282-4600
2201 Walkup Avenue, Monroe, NC 28110

Transmission Pipeline Encroachment Request

Encroachment Request: Check the appropriate project type.

☒	Road(s)/Driveway	OH/UG:		Voltage:	
☐	Temporary Access Road/Driveway	Size:		Material:	
☒	Sidewalk(s)	Pressure:		Wall Thickness:	
☐	Fence/Gate	Size:		Material:	
☐	Electric	Size:		Material:	
☐	Natural Gas	Size:		Material:	
☐	Water				
☐	Sewer				
☐	TeleCom/Fiber				
☐	Other				

Location and Contact Information:

Applicant:	Sherwood Morris Investments LLC		
Encroachment Location and/or Address:	Parcel No: 46934488050000		
Nearest Intersection:	SR 1616 and SR 1619		
County or Counties:	Cabbarus		
Parcel Number:	46934488050000		
Encroachment Lat/Long:	35°28'54.4"N 80°41'51.0"W		
Contact Person:	Joseph Untz	Contractor:	
Company:	Sherwood Morris Investments	Contractor Contact:	
Phone:	704-309-1982	Contractor Phone:	
Email:	joeuntz25@gmail.com	Contractor Email:	

Project Information:

Installation Method:	Road grading in Easement crossing over existing gas line		
Soil Type:	CcD2, CcB2		
Separation from the facilities:	N/A		
Transmission or Distribution:	N/A		
Cathodic Protection (CP):	N/A		
Type of CP System:	N/A		

Equipment:

Equipment Make/Model:	TBD		
Axle - Max Wheel Load per Axle:	TBD		
Track - Max Gross Vehicle Weight:	TBD		
Will equipment be operated over the pipeline?	Yes		
Will equipment be operated within the easement?	Yes		

The City will require a full set of construction plans and specifications for the crossing locations.



monroenc.org • 704-282-4600
2201 Walkup Avenue, Monroe, NC 28110

Transmission Pipeline Encroachment Request

City of Monroe Pipeline:

Transmission
12" Steel, F.B.E. Coated, X-52, 0.250 Wall Thickness
Direction Bore/Roadway Bore Locations = Powercrete Coated
MAOP = 860 psig
Installed in 2010
Minimum Depth of Cover = 48"
Cathodic Protection = Rectified System

City of Monroe Fiber Optic Line:

Joint Trenched, Installed by Separate Bore in Bored Areas
2" Orange Conduit
Minimum Depth of Cover = 36"

Please contact NC811 for utility locates in the project area.

Please refer to the Transmission Right-of-Way Guidelines for basic information and contact information.

Request for additional information:

Note: Project intent is to transfer ownership to another group who will be doing the construction. Will update agreement prior to construction.

Signature: _____

Date: _____

APPROVED PER PROVIDED PLANS,
MIN D.O.C. OVER GAS MAIN 7'4"

Jonathan Samis 3/26/26

PRELIMINARY SOIL AND SITE EVALUATION

Cabarrus County Parcel: 46934438350000
Stirewalt Road
Concord, NC 28081

Prepared For:

Sherwood Development Group, LLC
4200 Maid Marian Lane
Kannapolis, NC 28081

Prepared By:



Thompson Environmental Consulting, Inc.
PO Box 541
Midland, NC 28107

September 13, 2024



INTRODUCTION & SITE DESCRIPTION

This Preliminary Soil and Site Evaluation was performed on a portion of a 123-acre tract of land located on Stirewalt Road, Concord, North Carolina (Cabarrus County Parcel: 46934438350000).

Thompson Environmental Consulting, Inc. (TEC) was retained to determine whether the soils are suitable for onsite subsurface wastewater treatment and disposal. The property was evaluated in accordance with North Carolina statutes for waste disposal (“Laws and Rules for Sewage Treatment and Disposal Systems”, effective January 1, 2024).

INVESTIGATION METHODOLOGY & SITE PHYSICAL CHARACTERISTICS

Individual soil borings (hand-held augers) were evaluated, and soil color was determined with a Munsell Soil Color Chart. Observations of the landscape (slope, drainage patterns, etc.) as well as soil properties (depth, texture, structure, seasonal wetness, restrictive horizons, etc.) were recorded.

The project study area has been previously developed with a single-family residence that is located on the proposed Lot 31. There is a 200-foot Duke Energy easement that runs through property. Open areas are vegetated with mixed grasses and undisturbed areas are vegetated with a mixed deciduous forest. Several unsuitable topographic features were identified at the time of our evaluation and are depicted in the attached Figure 1 with red polygons.

FINDINGS

Our field survey was conducted the week of August 26, 2024 with a supplemental evaluation with pits being performed on September 12, 2024. The following soil units have been recorded:

Suitable for Conventional Type Systems. Soil areas classified as Suitable for Conventional Systems may include Gravel, Accepted, Alternative, Shallow-Placed, and Prefabricated Permeable Block Panel Systems and are denoted in the attached Figure with green polygons. While the particulars and costs between the system types can vary considerably, these are generally the preferred system types. These soils appeared adequate to support a long-term acceptance rate (LTAR) of 0.275 to 0.3 GPD/sq-ft.

Suitable for Subsurface Drip Systems. Subsurface Drip systems require a minimum of 13 inches of suitable soil. Soil with a restriction less than 17 inches will require the septic system to include a pretreatment unit that treats the wastewater to Treatment Standards II. Subsurface Drip systems are substantially more costly to install than Conventional Type and Low-Profile Chamber Systems. Long term acceptance rates (LTAR) for these soils often need to be confirmed via in-situ hydraulic conductivity measurements, but these are expected to support an LTAR of 0.1 GPD/sq-ft. These soil areas are represented by the purple polygons in the attached Figure.

Unsuitable. Areas that would typically be considered Unsuitable for subsurface wastewater treatment and disposal systems exhibited either unsuitable topography or a restrictive horizon with 12 inches of the ground surface. These areas are represented by red polygons in the attached Figure.

DISCUSSION

The soils located within the green polygons in the attached Figure are “Suitable” for Accepted System and Low-Profile Chamber drainfield products. It is estimated that between 7,000 to 10,500 square feet of suitable soil area would need to be allocated and left completely available for the installation and required repair area for a septic system installation serving a 4-bedroom single-family residence in these areas.

The soils located within the purple polygons are “Provisionally Suitable” for Subsurface Drip Dispersal. While supplemental soil work would be required to determine the appropriate LTAR for each drainfield area, TEC anticipates that 10,000 square feet of suitable soil area would need to be allocated and left completely available for the installation and required repair area for a subsurface drip dispersal system serving a 4-bedroom single-family residence in these areas.

Lot 31 was not evaluated due to the existing improvements. The existing septic system and other utilities would need to be located prior to conducting a soil evaluation.

CONCLUSION

The findings presented herein represent TEC’s professional opinion based on our Soil and Site Evaluation and knowledge of the current laws and rules governing on-site wastewater systems in North Carolina. Soils naturally change across a landscape and contain many inclusions. As such, attempts to quantify them are not always precise and exact. Due to this inherent variability of soils and the subjectivity when determining limiting factors, there is no guarantee that a regulating authority will agree with the findings of this report.

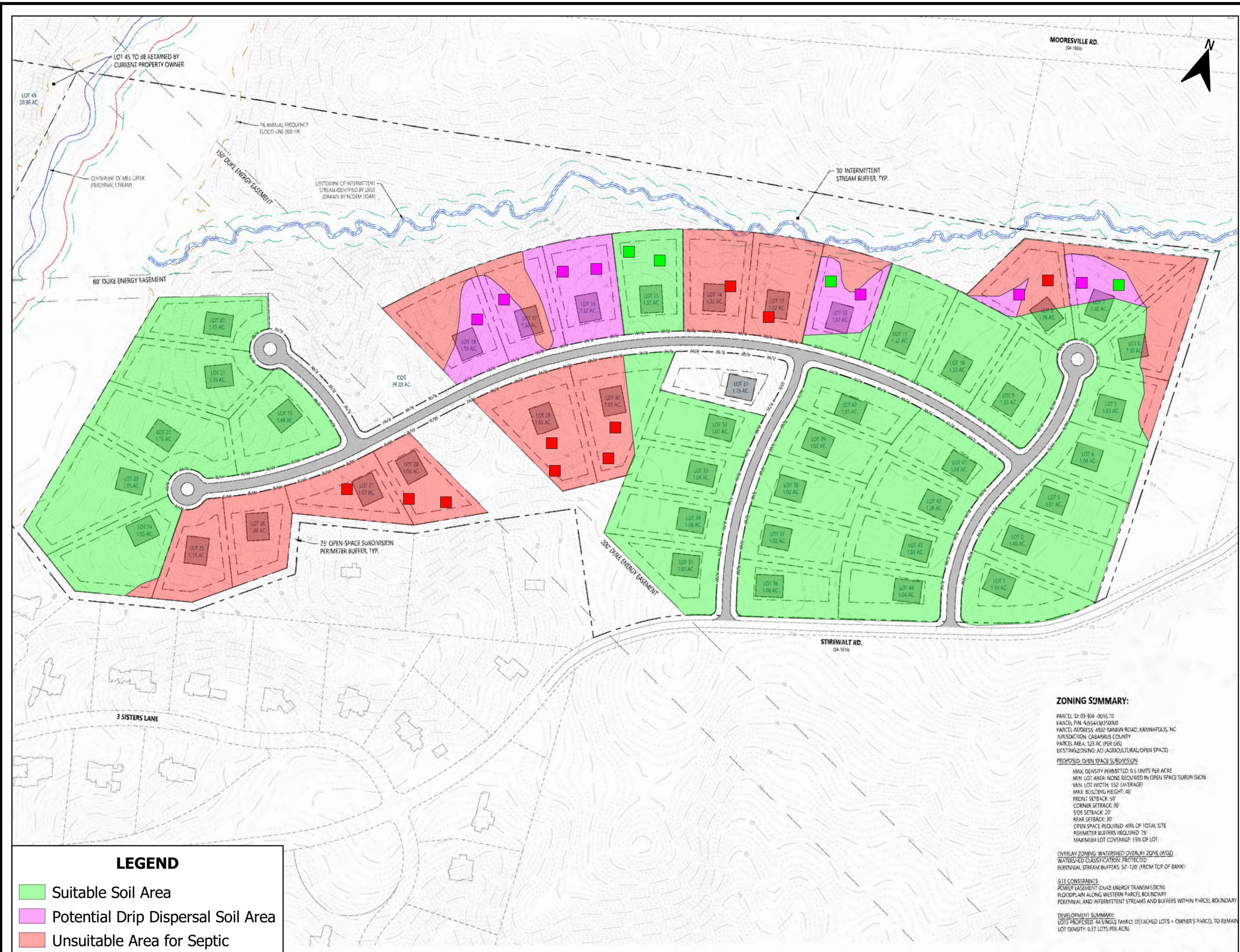
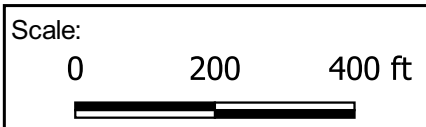


FIGURE 1

Prepared For:
 Sherwood Development
 Group, LLC

Soil and Site Evaluation

Parcel: 46934438350000
 Stirewalt Road
 Concord, NC 28081
 Cabarrus County



Date:
 September 2024

TEC Job No.
 24-333





CABARRUS COUNTY E911 ADDRESSING PROPOSED STREET/PROJECT NAME RESERVATION AND APPROVAL FORM

To expedite emergency response and provide for public safety, the name of a subdivision, project or any new roads shall not duplicate nor closely approximate, phonetically or by spelling, the name of an existing subdivision, project or road within the County or within any municipality within the County.

Date: 03/16/26	Parcel Identification Number(s) (PINs): 46934488050000&46935530010000			
Existing Road Providing Access to Project Area:	Stirewalt Road			
Type of Zoning District (circle one):	Residential ✓	Commercial	Industrial	Other (briefly explain)

Developer/Owner: Sherwood Morris Investment, LLC
Primary Contact : Joe Untz
Telephone Number: 704-309-1982
Primary Contact Email address: joeuntz25@gmail.com

PROPOSED PROJECT NAME(S):

Project Name:	Marabrook	Approved / Denied
Alternate Project Name:		Approved / Denied
Alternate Project Name:		Approved / Denied

PROPOSED STREET(S) NAME(S)- LIST IN ORDER OF PREFERENCE:

Street Name:	Marabrook Way	Approved / Denied
Street Name:	Timber Mill Lane	Approved / Denied
Street Name:	Morris Ridge Lane	Approved / Denied
Street Name:	Saw Tender Lane	Approved / Denied
Street Name:		Approved / Denied
Street Name:		Approved / Denied
Street Name:		Approved / Denied
Street Name:		Approved / Denied
Street Name:		Approved / Denied
Street Name:		Approved / Denied

NUMBER OF STREETS TO BE NAMED: 4

PLEASE EMAIL COMPLETED FORM TO: Cabarrus County E911 Addressing Services at bewebster@cabarruscounty.us.
Questions should be directed to Addressing Coordinator at 704-920-2141.

NOTE: All proposed street names and project names must be approved by Cabarrus County E-911 Addressing. Street names on preliminary and final plats must match "Approved" names exactly as submitted.

CABARRUS COUNTY E911 REVIEWER: B. Webster DATE: 3/23/26

Waters Delineation Report
Waters of the United States and Waters of the State
Report of Findings

June 16, 2025

Project Name:
MORRIS TRACT

Project Location:
6950 Stirewalt Road
Concord, NC 28081
Lat: 35.481350° Long: -80.694943°
Review Area: ~ 98.01 Acres

Project Parcel Tax PINs:
46934488050000 and 46935530010000

Prepared For:
Peninsula Civil Design, PLLC
Attn: Nicholas Vesely
106 Stowe Road
Belmont, NC 28012

Prepared By:



ATLAS Environmental, Inc.

Summary of Findings

This report summarizes the findings of Atlas Environmental Inc. (Atlas) on the jurisdictional status of aquatic resources as regulated by the U.S. Army Corps of Engineers (USACE) and/or the State of North Carolina Department of Environmental Quality, Division of Water Resources (State). Atlas conducted a thorough survey of the subject project and did observe waters jurisdictional to the USACE in the review area. Atlas did not observe waters assessed to be non-jurisdictional to the USACE. Non-jurisdictional wetlands, previously identified as isolated wetlands, are not jurisdictional to the USACE or State. Non-jurisdictional streams which are not jurisdictional to USACE may be jurisdictional to the State.

Stream and Wetland Delineation

Introduction

At the request of Nicholas Vesely of Peninsula Civil Design, PLLC, Atlas performed a detailed pedestrian survey on June 10 and June 12, 2025 of the review area to complete a stream, wetland, and open water delineation. The project review area includes two Cabarrus County Parcels totaling approximately 98.01 acres. The project is generally located South of Mooresville Road and North of Stirewalt Road in Concord, North Carolina.

During the delineation Atlas identified features subject to Federal and State regulation and approximated the location of the features using professional-grade GPS units. Streams are generally classified by duration of flow in a typical year as perennial, intermittent, or ephemeral. Typically, perennial streams are characterized by flow all year while intermittent streams only contain water for part of the year. Ephemeral channels only flow as a direct response to precipitation and are not regulated by the USACE or State. Wetlands are identified based on a variety of physical, chemical, and biological indicators. To meet the definition of a wetland the area must satisfy specific criteria relating to hydrology, soils, and vegetation. Navigable waters, streams, impoundments of streams, and adjacent wetlands, where a continuous surface connection is present, are subject to regulation by Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899. Only wetlands which are jurisdictional to the USACE are jurisdictional to the State under the North Carolina Farm Act of 2023 (Session Law 2023-63). However, streams which lack a direct surface connection and are not jurisdictional to the USACE are still regulated by the State. Waters of the State are subject to regulation under Section 401 of the Clean Water Act.

Surface Waters (Streams and Rivers)

The field delineation of assessed stream features was conducted utilizing current methodologies consistent with those outlined by the USACE and State. Applicable methods follow the “Revised Definition of ‘Waters of the United States’” and the North Carolina Farm Act of 2023. The USACE assumes the limit of jurisdiction extends to the Ordinary High Water Mark (OHWM) with respect to perennial and intermittent channels. The State identifies streams based on the “North Carolina Stream ID Manual Version 4.11” as perennial, intermittent, or ephemeral. The State will assume jurisdiction of perennial and intermittent streams, including streams with no direct surface connection to other

aquatic resources.

Potential jurisdictional streams on site were evaluated based upon criteria outlined in the resources mentioned above. Typical USACE indicators for the presence of an “ordinary highwater mark” includes physical characteristics “such as clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas” (33 CFR 328.3). The NC Stream ID form assesses the presence and strength of the geomorphology, hydrology, and biology of each feature.

Upon review of the existing site conditions, Atlas has assessed that there are four streams located within the review area identified as Mill Creek 100, CH 100, CH 200, and CH 300. Mill Creek 100 is a perennial stream that enters the Northern portion of the review area and flows South until it exits the site. This stream extends for approximately 1,069 linear feet (0.424 acre) within the project boundary. CH 100 is a perennial stream that occurs near the northeastern portion of the review area and flows generally southwest before converging with Mill Creek 100. The stream extends for approximately 3,621 linear feet (0.406 acre) within the project boundary. CH 200 is an intermittent stream that originates on-site and flows north for approximately 132 linear feet (0.009 acre) before terminating within the review area. There is an ephemeral drainage feature in between CH 200 and CH 100 that provides a hydrologic connection. CH 300 is a short intermittent stream that flows south totaling approximately 4 linear feet (0.001 acre). It originates on site and flows off site at the southern boundary.

Wetlands and Isolated Wetlands

The field delineation of assessed wetland features was conducted utilizing current methodologies consistent with those outlined by the USACE in the 1987 US Army Corps Wetland Delineation Manual and the Regional Supplement of the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0), April 2012. Potential wetland areas on the site were evaluated for the presence of hydric soils, evidence of wetland hydrology, and hydrophytic vegetation. Evidence of hydric soils may include reduced matrix, redoximorphic features, and/or other indicators. Evidence of hydrology may include waterborne deposits, drift lines, scour marks, the presence of crayfish burrows, redoximorphic concretions, or regional indicators of soil saturation. Hydrophytic vegetation can range from facultative, including species which grow in uplands and wetlands, to obligate plant species which almost always grow in wetlands.

Upon review of the existing site conditions, Atlas observed four forested wetlands within the review area. These include WL 1000 (1.233 acre), WL 1100 (0.010 acre), WL 1200 (0.001 acre), and WL 2000 (0.006 acre). WL's 1000, 1100, and 1200 abut or hydrologically connect to CH 100. WL 2000 abuts CH 200.

Open Waters (Lakes, Ponds, and Coastal Waters)

Impoundments which have a continuous surface connection to a USACE jurisdictional aquatic feature are jurisdictional to the USACE and State. Impoundments which lack a continuous surface connection to a USACE jurisdictional aquatic feature are non-jurisdictional to USACE. Impoundments which have a surface connection to a State

isolated stream will not be jurisdictional to the State.

No open waters were observed within the review area during the site evaluations.

Field Methodology

Streams are typically flagged in the field from downstream to upstream. The centerlines of the streams are marked with sequentially numbered pink flagging with notes that include the location number and the centerline width of the OHWM at each flag. Flags are hung directly over the stream centerlines where possible. Some flags may be hung along the left bank or right bank and respectively marked as LB or RB based on accessibility or water depth. Wetlands and/or open waters are flagged around the perimeter. Linear wetlands, if present, are flagged along the centerline and the width of the linear feature is noted at each flag. A survey of the delineation flags is typically not required for agency permitting.

The limits of jurisdictional streams, wetlands, and/or open waters are depicted on Figures 1a, 1b, 1c, 1d, and 1e of the Aquatic Resources Sketch Map. This determination is subject to verification by the USACE and in some cases the State.

Atlas recommends that formal written concurrence of our assessments regarding the jurisdictional status of all aquatic resources onsite be obtained from the USACE and State. Jurisdictional determinations are issued by USACE as a preliminary jurisdictional determination (PJD) or an approved jurisdictional determination (AJD). A PJD does not address questions of jurisdiction, thereby treating all aquatic resources within the review area as if they are jurisdictional for the purposes of permit processing (i.e., impacts and compensatory mitigation). An AJD is used to make an official/definitive determination where aquatic resources within the review area are, or are not, jurisdictional. A PJD does not expire and is not appealable. An AJD is valid for five years and is appealable by the applicant. A preliminary jurisdictional determination will be suitable for this project.

Public Sourced Natural Resource Mapping

All resource maps are included in the figures section of this report. All Figures were obtained/produced from county GIS, public domain data services, and/or user supplied survey data, and field collected GPS data.

Aquatic Resources Sketch Map (Figures 1a, 1b, 1c, 1d, and 1e)

Identifies GPS located jurisdictional features as assessed by Atlas during the site evaluations and delineation.

Additional resource maps are provided as Figure 2 through Figure 16

The additional resource maps include Parcel Map, Topographic Map, Aerial Imagery, USGS Topographic Map, USGS Topographic Vicinity Map, USGS 1:24,000 Quadrangle Map, FEMA Map, Digital Elevation Model, National Hydrographic Dataset, National Wetland Inventory, Stream Classification, Web Soil Survey (and published soil survey), HUC 12 Watersheds, HUC 08 Watersheds, and Slope Analysis Model.

Permitting Summary

In general (with some exceptions) the permitting process is regulatory and not prohibitory. A USACE 404 permit verification and/or a State 401 water quality certification is not required for work on the subject property that is restricted to high ground areas/activities. Construction activities within jurisdictional streams, open waters, and wetlands subject to regulation under Section 404 and Section 401 of the Clean Water Act require written authorization from the USACE and/or State agencies prior to impacts. For most development projects a stormwater management plan will be required if impervious surfaces exceed 24% over the entire project and/or high-density areas are present and/or if stormwater is not treated with predominantly vegetated conveyances for low density projects. The project may be required to meet local NPDES Phase 2 or Water Supply Stormwater Management requirements.

Impacts resulting in permanent loss of up to 0.02 acre of streams and 0.099 acre of open waters or wetlands are typically standard to permit under the Nationwide Permit (NWP) program with the USACE and may not require compensatory mitigation for impacts. Impacts resulting in permanent loss of greater than 0.02 acre but less than 0.05 acre of stream typically require mitigation. [The State only requires mitigation for impacts greater than 300 feet to perennial streams]. Impacts resulting in a permanent loss greater than 0.099 acre but less than 0.5 acre of wetland typically require mitigation. [Some NWPs require a State Individual Certification which requires a public notice]. Unavoidable impacts that exceed these thresholds may be authorized under an Individual Permit and Individual Water Quality Certification.

Once a grading plan is prepared, Atlas can assist with the preparation and submittal of a USACE permit application and State water quality certification. The permit application typically includes a desktop review and site assessment for threatened and endangered species and cultural resources. The USACE and State will review the application which includes coordination with the State Historic Preservation Office (SHPO) and the U.S. Fish and Wildlife Service (USFWS). Upon their determination that the proposed development is not likely to adversely impact those resources, they will issue their permit/certification. The local delegated authority will review stormwater control and treatment design, if applicable, otherwise the State will review stormwater plans.

Recommendations

The following is a very general summary of the recommended next steps.

1. Desktop review, site assessment, and report for USFWS.
2. Desktop review, site assessment, and report for SHPO.
3. Submit a jurisdictional determination package to the USACE for delineation approval.
4. Conduct a site visit with USACE/State to confirm approval of the delineation.
5. Obtain USACE jurisdictional determination
6. Submit a permit application to the USACE and possibly the State for impacts

Conclusion

This concludes our project review and report of findings for the stream, wetland, and open water delineation. We appreciate the opportunity to provide these services. Please feel

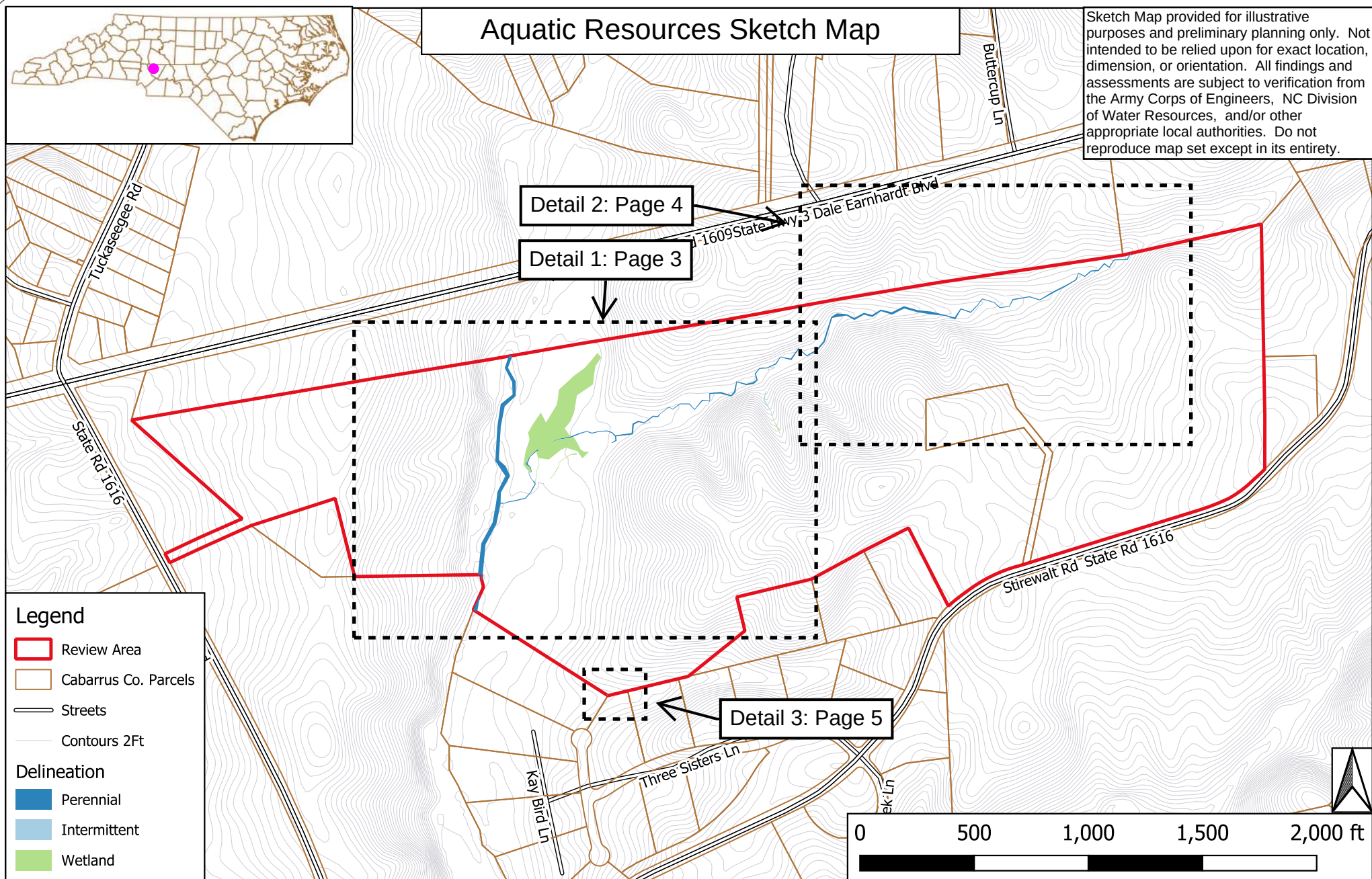
free to call with questions or to discuss this report.

Best regards,

A handwritten signature in black ink that reads "Luke Goodin". The signature is written in a cursive, flowing style.

Luke Goodin, Environmental Technician in Training
lgoodin@atlasenvi.com

Figures



Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

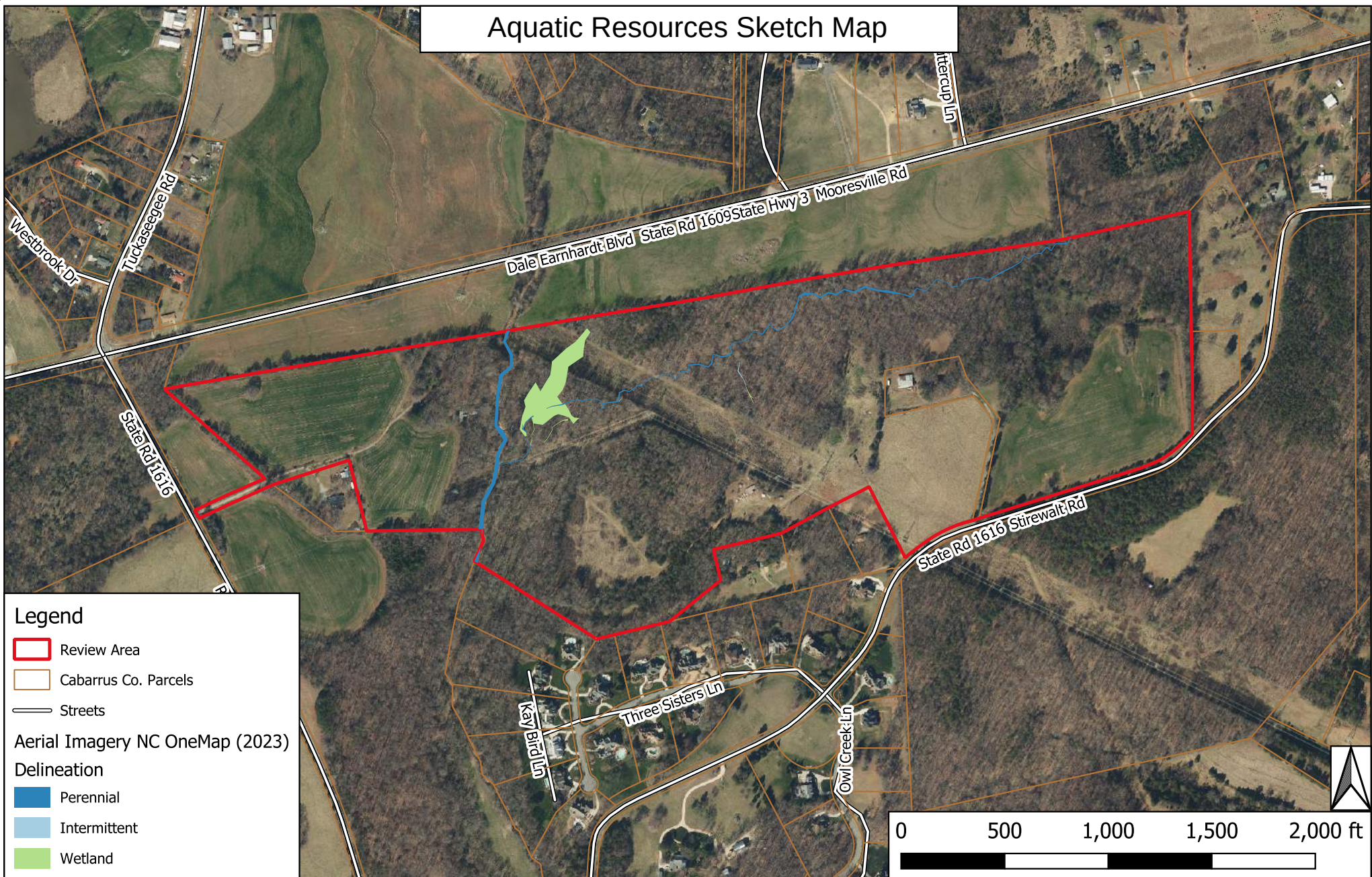
Coordinates: 35.481350°, -80.694943°

Date: June 13, 2025

Drawn by: MM

Checked by: JR

Aquatic Resources Sketch Map



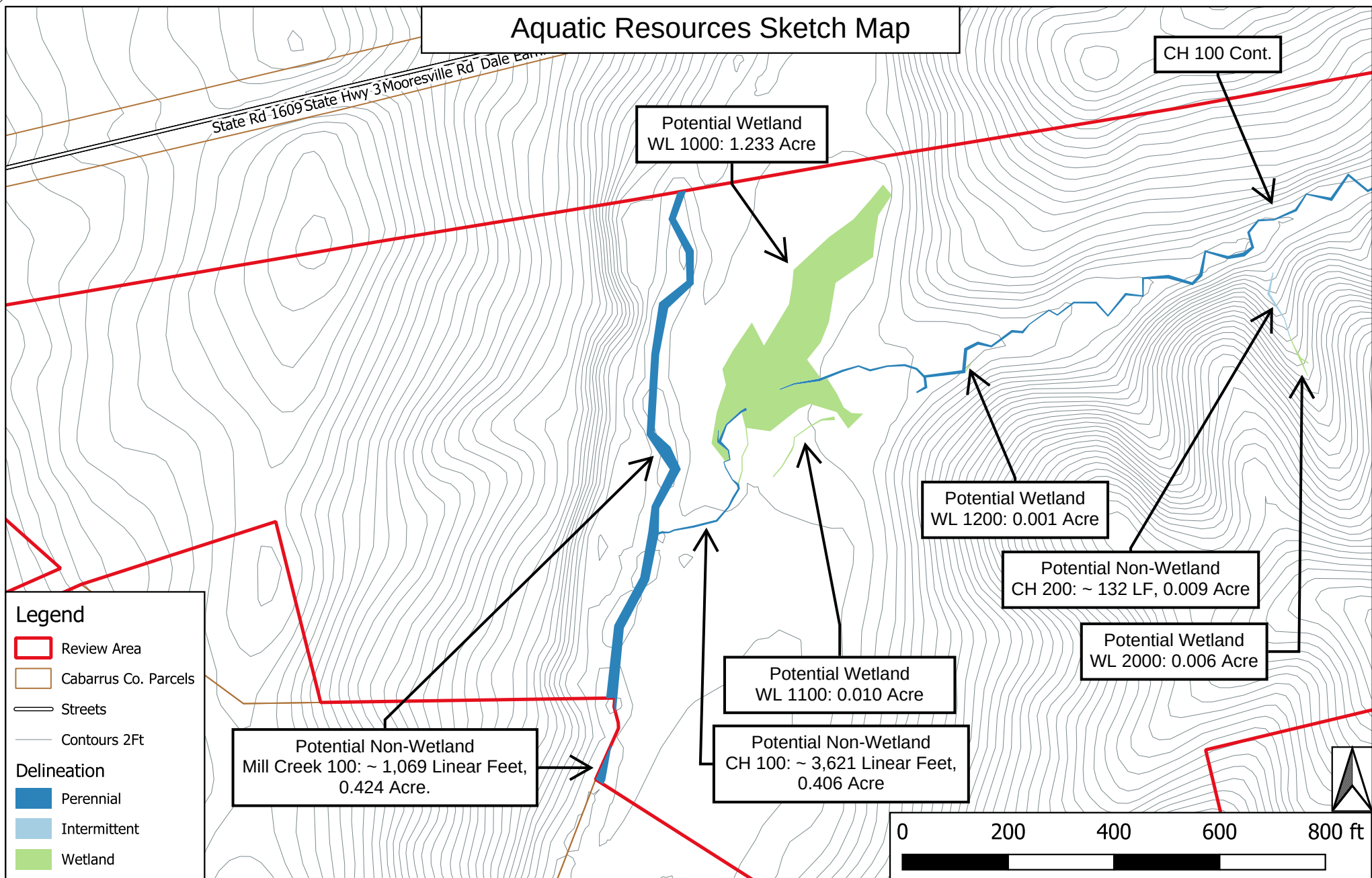
Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

Coordinates: 35.481350°, -80.694943°

Date: June 13, 2025



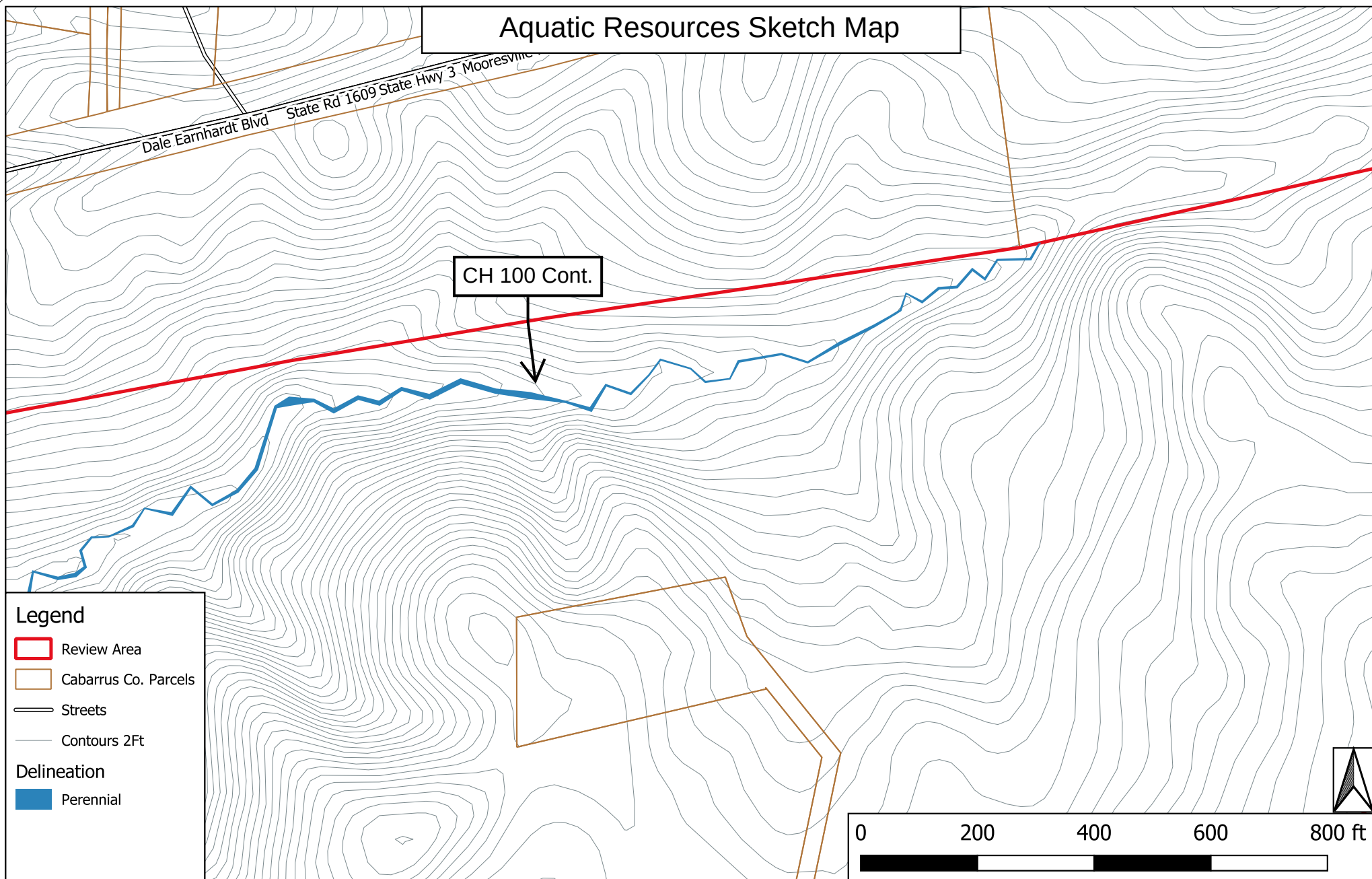
Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

Coordinates: 35.481350°, -80.694943°

Date: June 13, 2025



Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

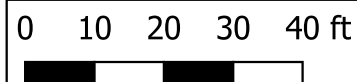
Coordinates: 35.481350°, -80.694943°

Date: June 13, 2025

Aquatic Resources Sketch Map

- Legend**
-  Review Area
 -  Cabarrus Co. Parcels
 -  Streets
 -  Contours 2Ft
 - Delineation**
 -  Intermittent

Potential Non-Wetland
CH 300: ~ 4 Linear Feet,
0.001 Acre



Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

Coordinates: 35.481350°, -80.694943°

Date: June 13, 2025

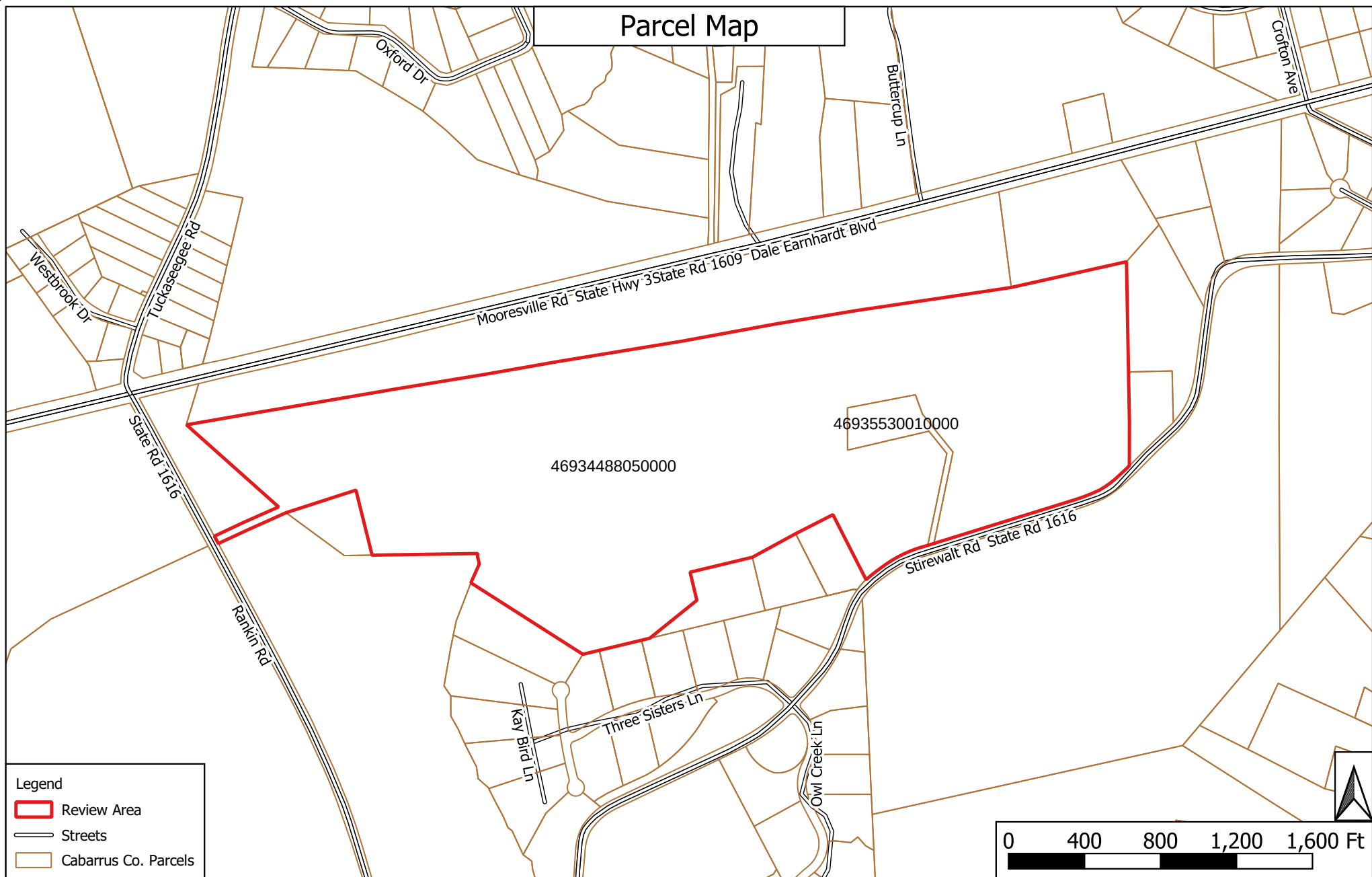


Figure: 02

Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

Coordinates: 35.481350°, -80.694943°

Date: June 09, 2025

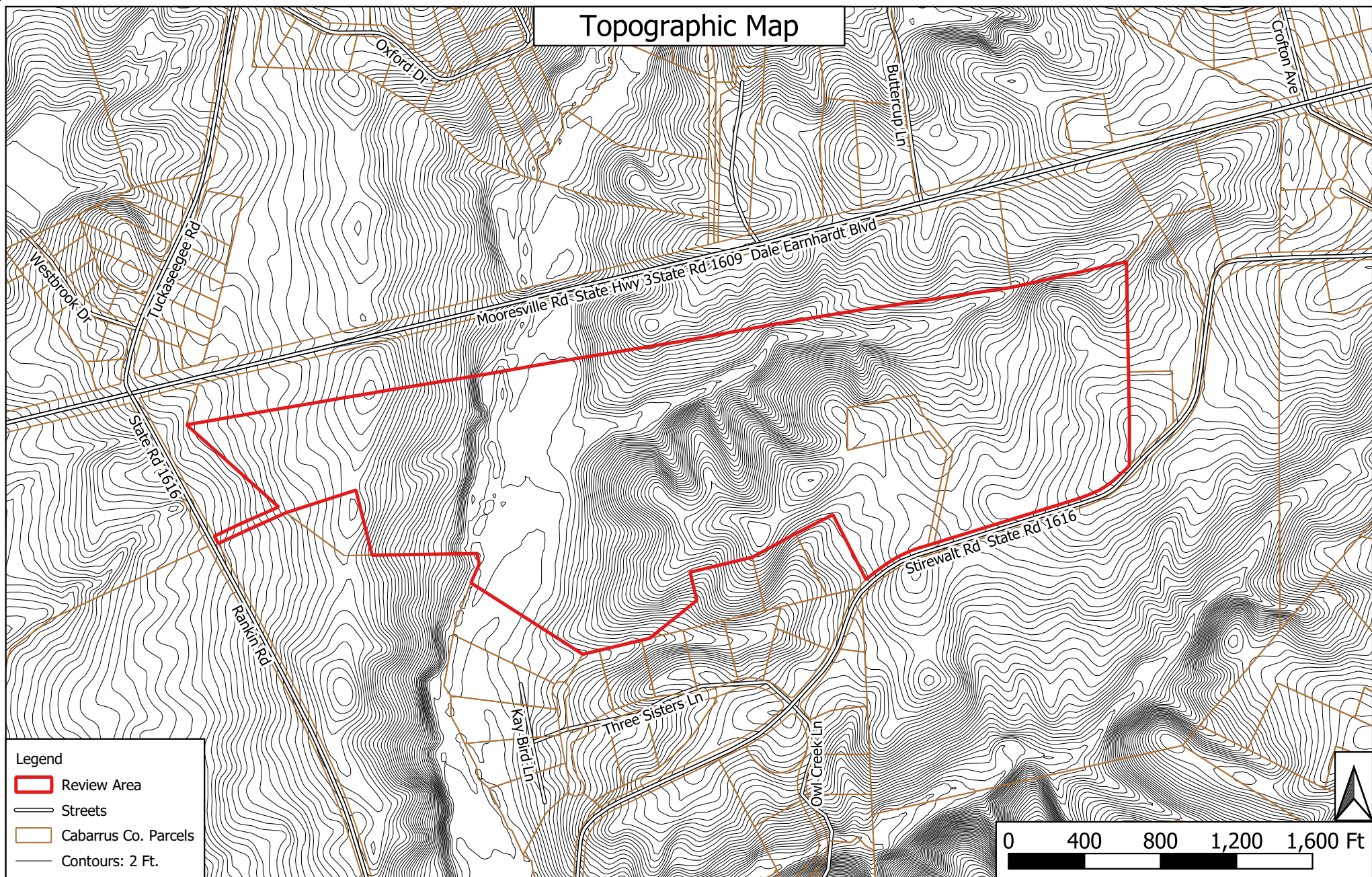


Figure: 03

Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

Coordinates: 35.481350°, -80.694943°

Date: June 09, 2025

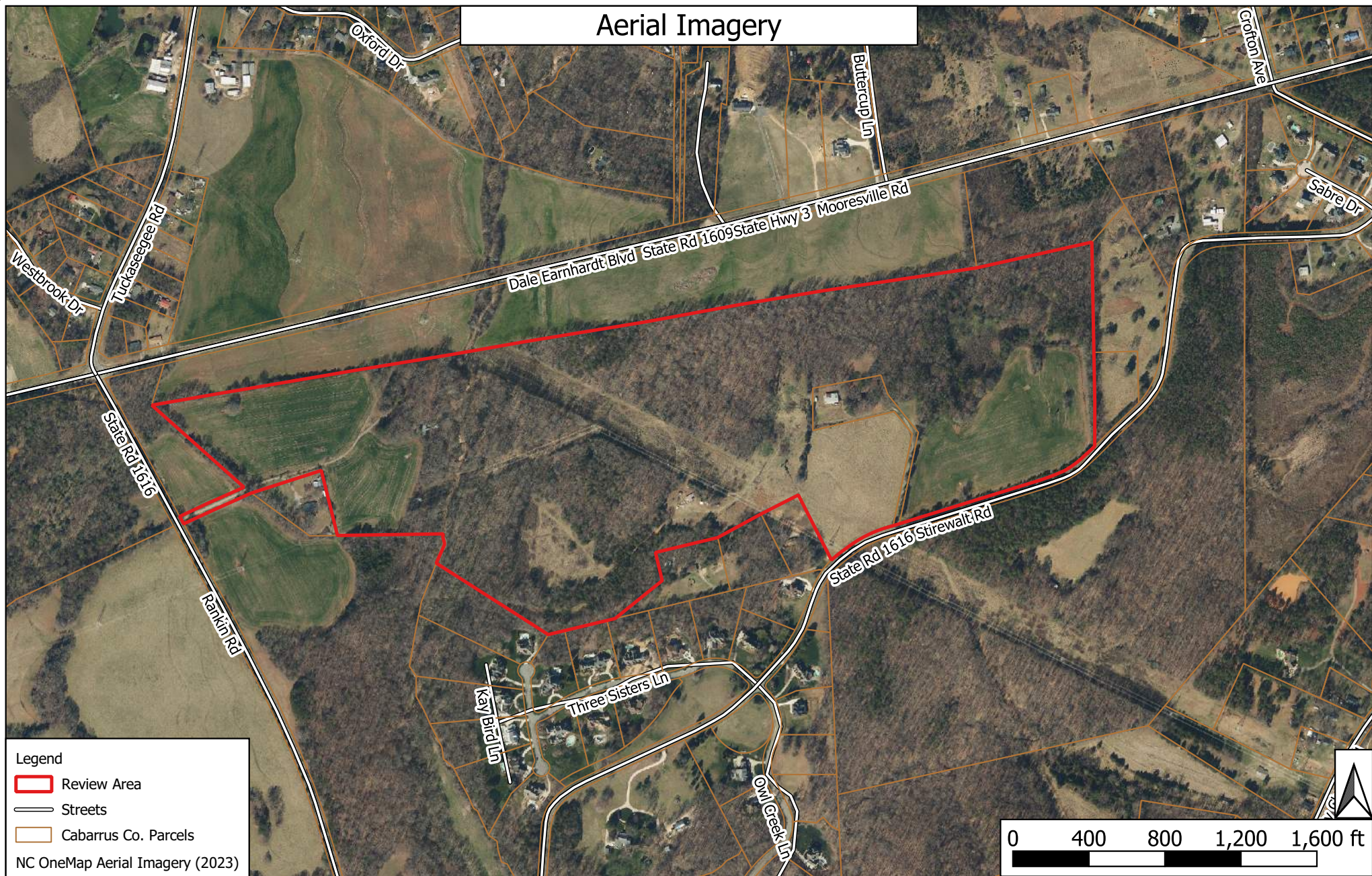


Figure: 04

Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

Coordinates: 35.481350°, -80.694943°

Date: June 09, 2025

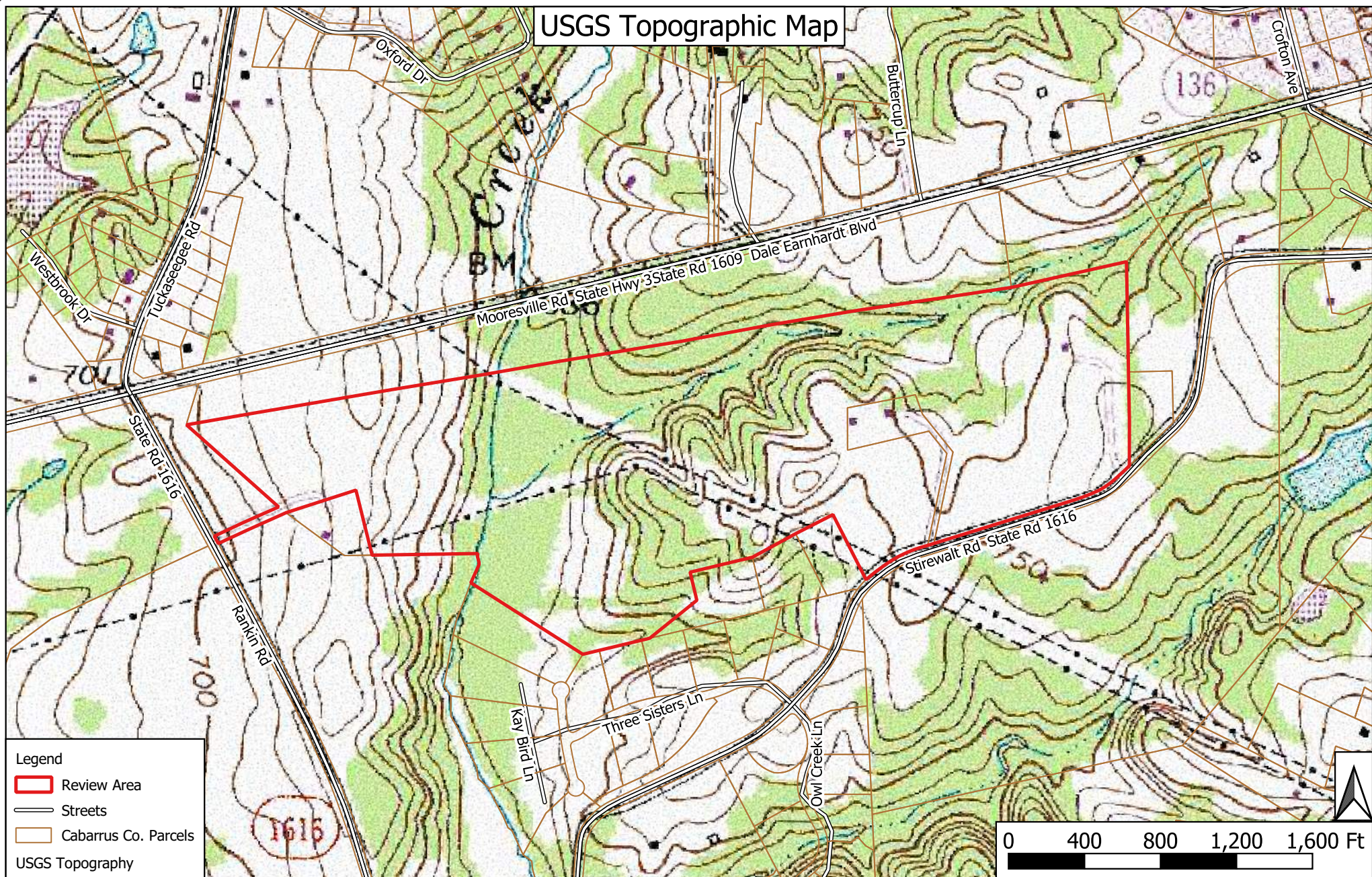


Figure: 05

Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

Coordinates: 35.481350°, -80.694943°

Date: June 09, 2025

USGS Topographic Map Vicinity

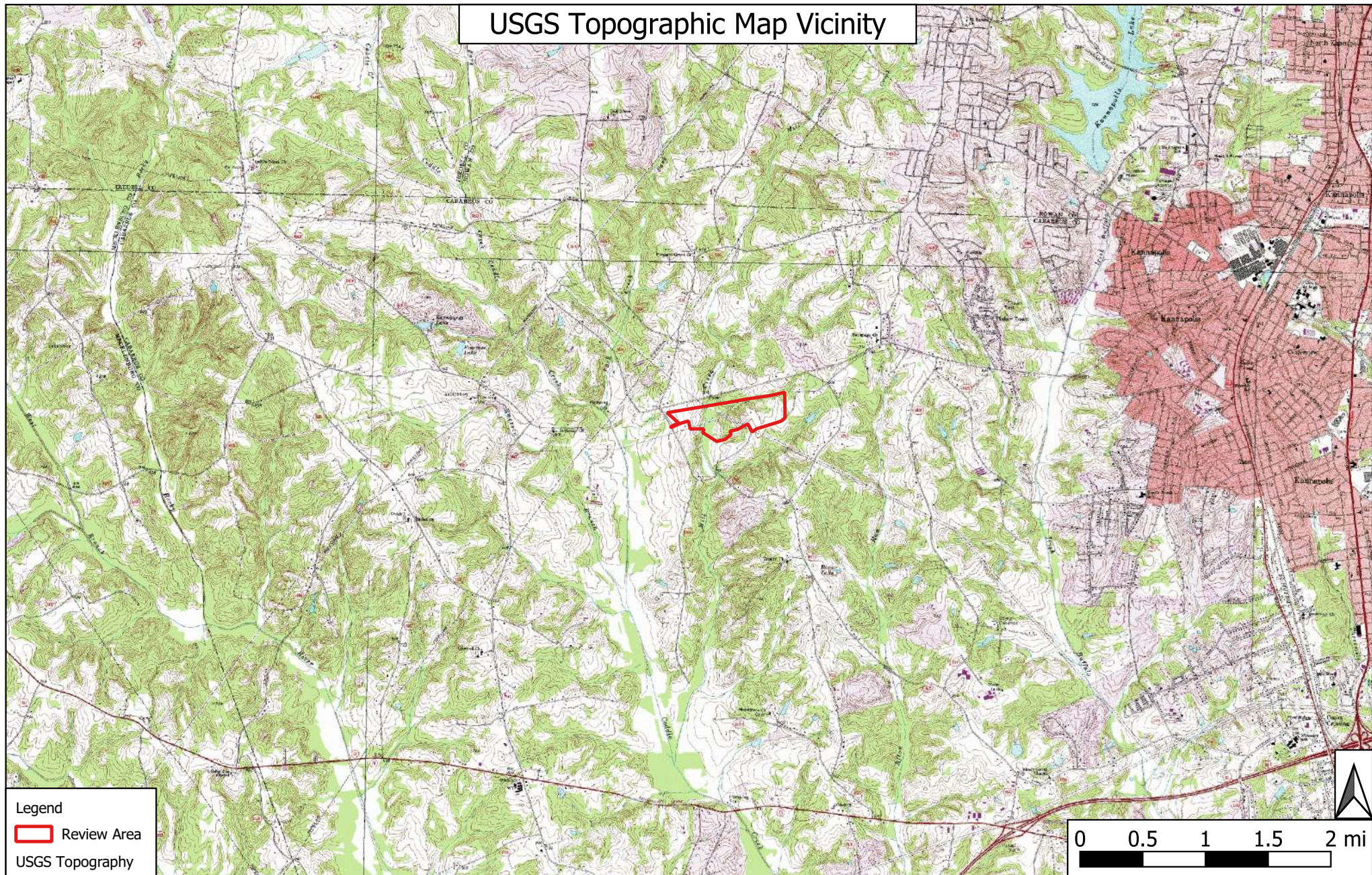


Figure: 06

Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

Coordinates: 35.481350°, -80.694943°

Date: June 09, 2025

USGS 1:24,000 Quadrangle Map

Mooreville

Enochville

China Grove

Cornelius

Kannapolis

Concord

Legend

-  Review Area
-  Cabarrus county
-  USGS Quadrangles

0 0.5 1 1.5 2 mi



Figure: 07

Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

Coordinates: 35.481350°, -80.694943°

Date: June 09, 2025



Figure: 08

Project Name: Morris Tract		
Location: 6950 Stirewalt Road Concord, NC 28081		
For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely		
Coordinates: 35.481350°, -80.694943°	Date: June 09, 2025	

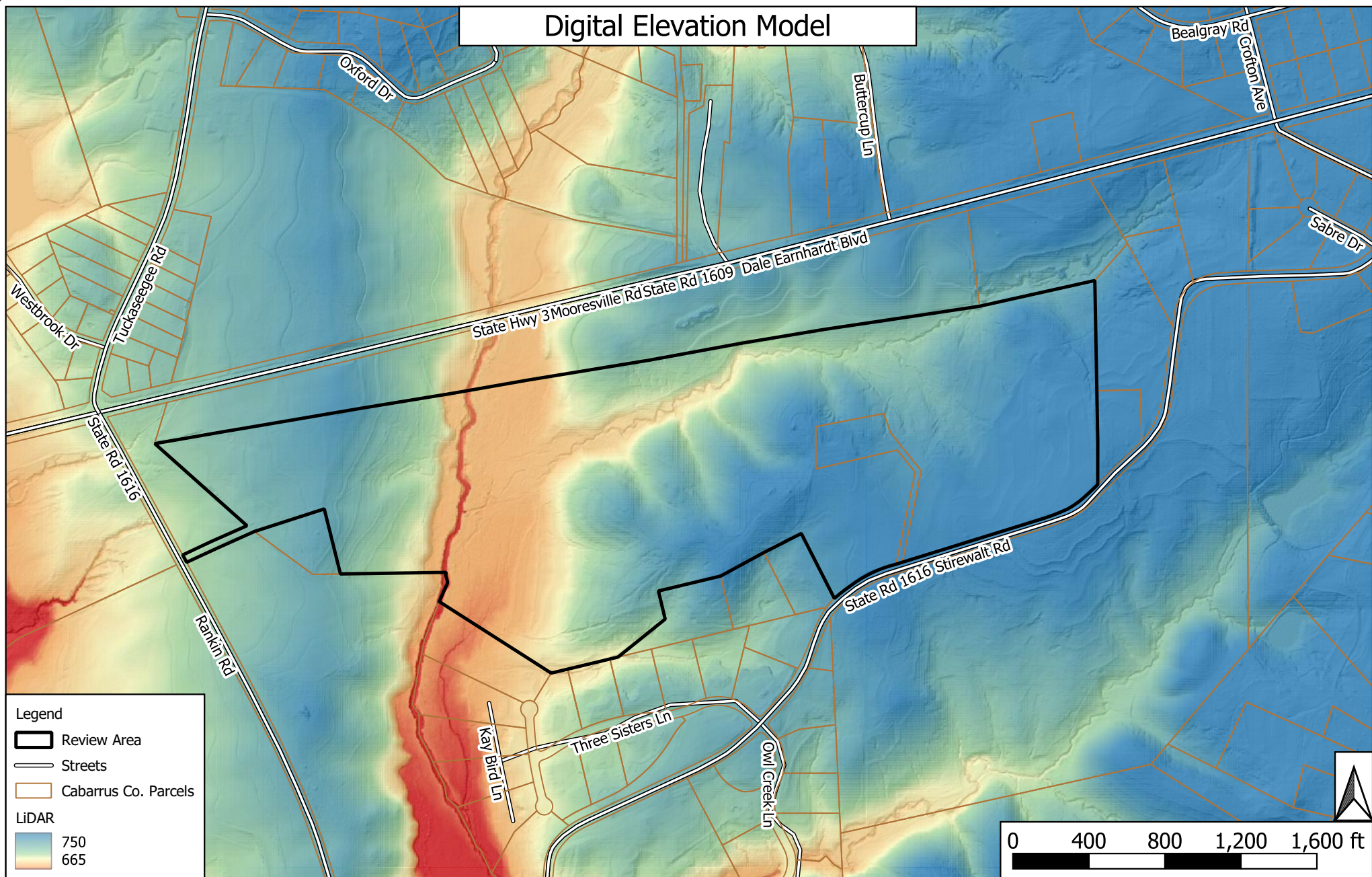


Figure: 09

Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

Coordinates: 35.481350°, -80.694943°

Date: June 09, 2025

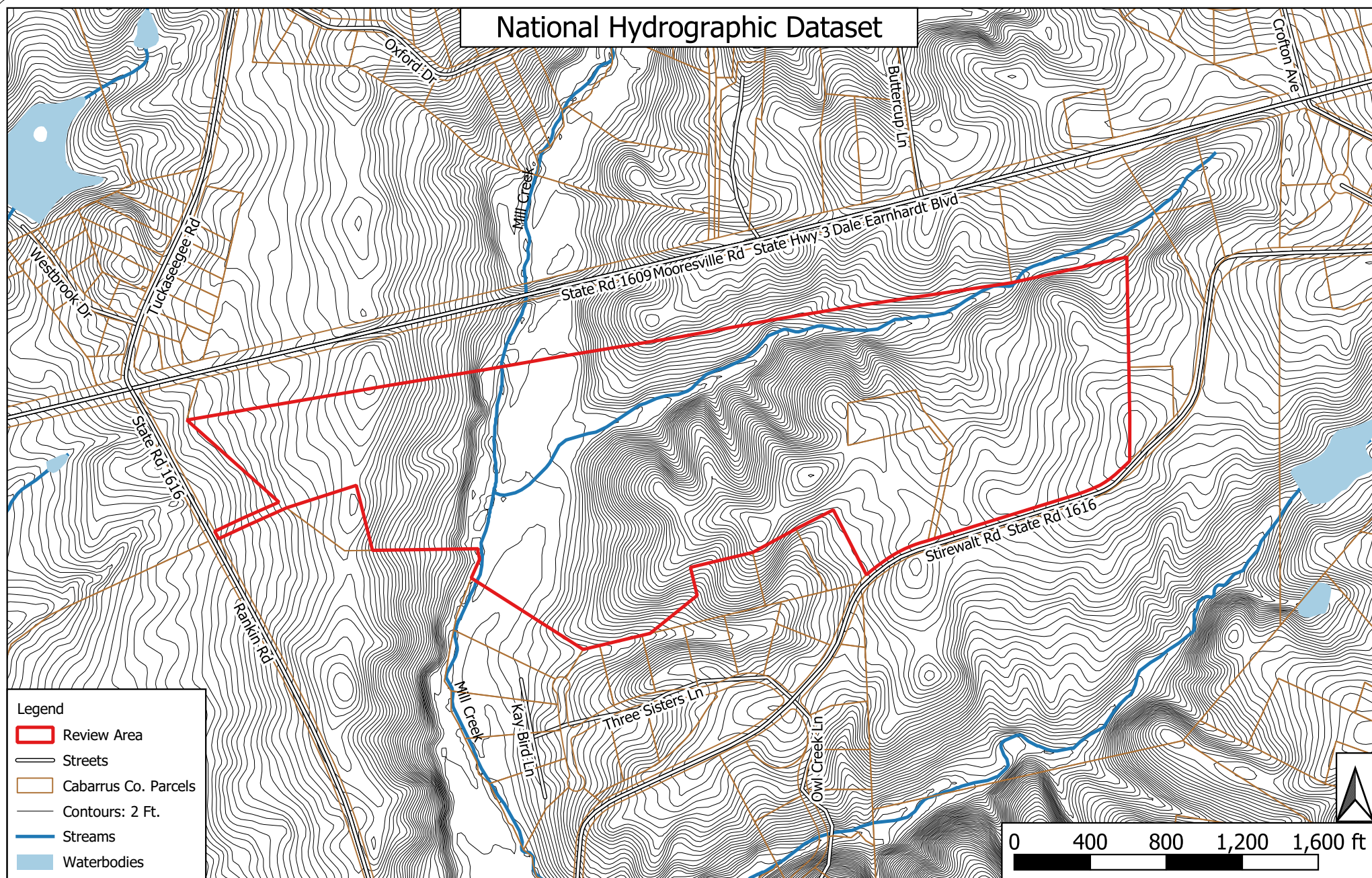


Figure: 10

Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

Coordinates: 35.481350°, -80.694943°

Date: June 09, 2025

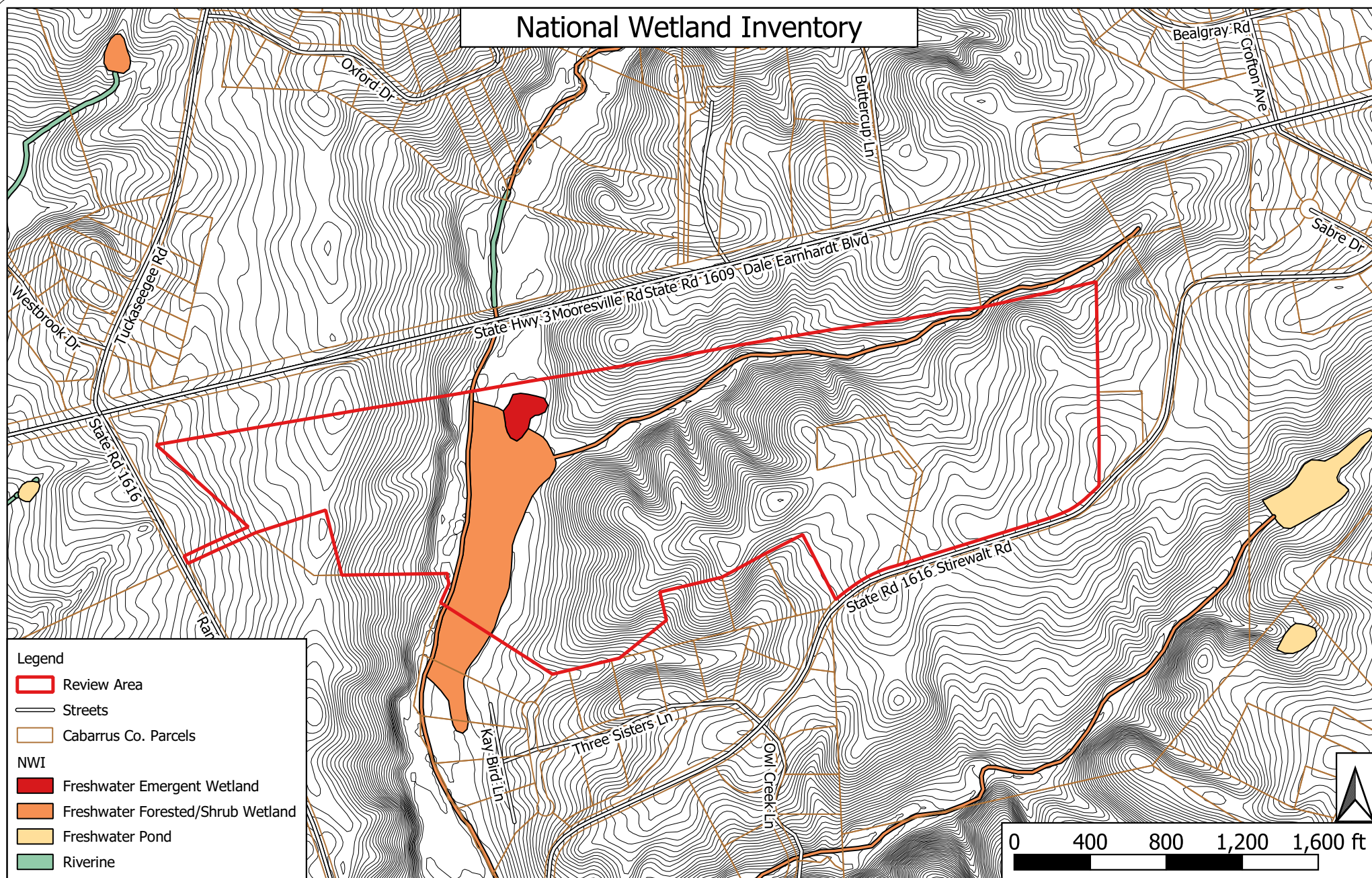


Figure: 11

Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

Coordinates: 35.481350°, -80.694943°

Date: June 09, 2025



NC Surface Water Classifications

Approximate Review Area

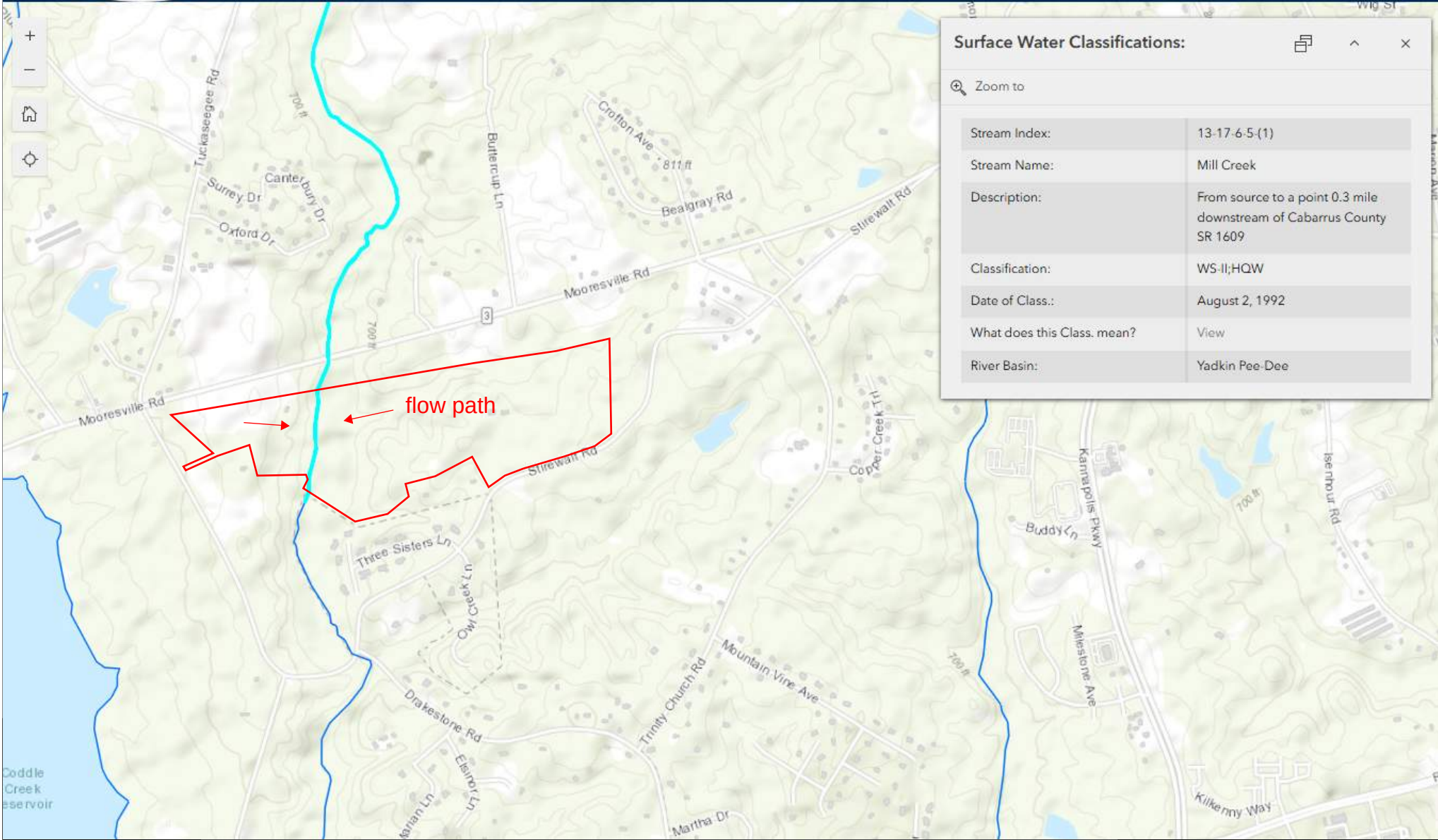


Figure: 12

Project Name: Morris Tract	
Location: 6950 Stirewalt Road Concord, NC 28081	
For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely	
Coordinates: 35.481350°, -80.694943°	Date: June 09, 2025

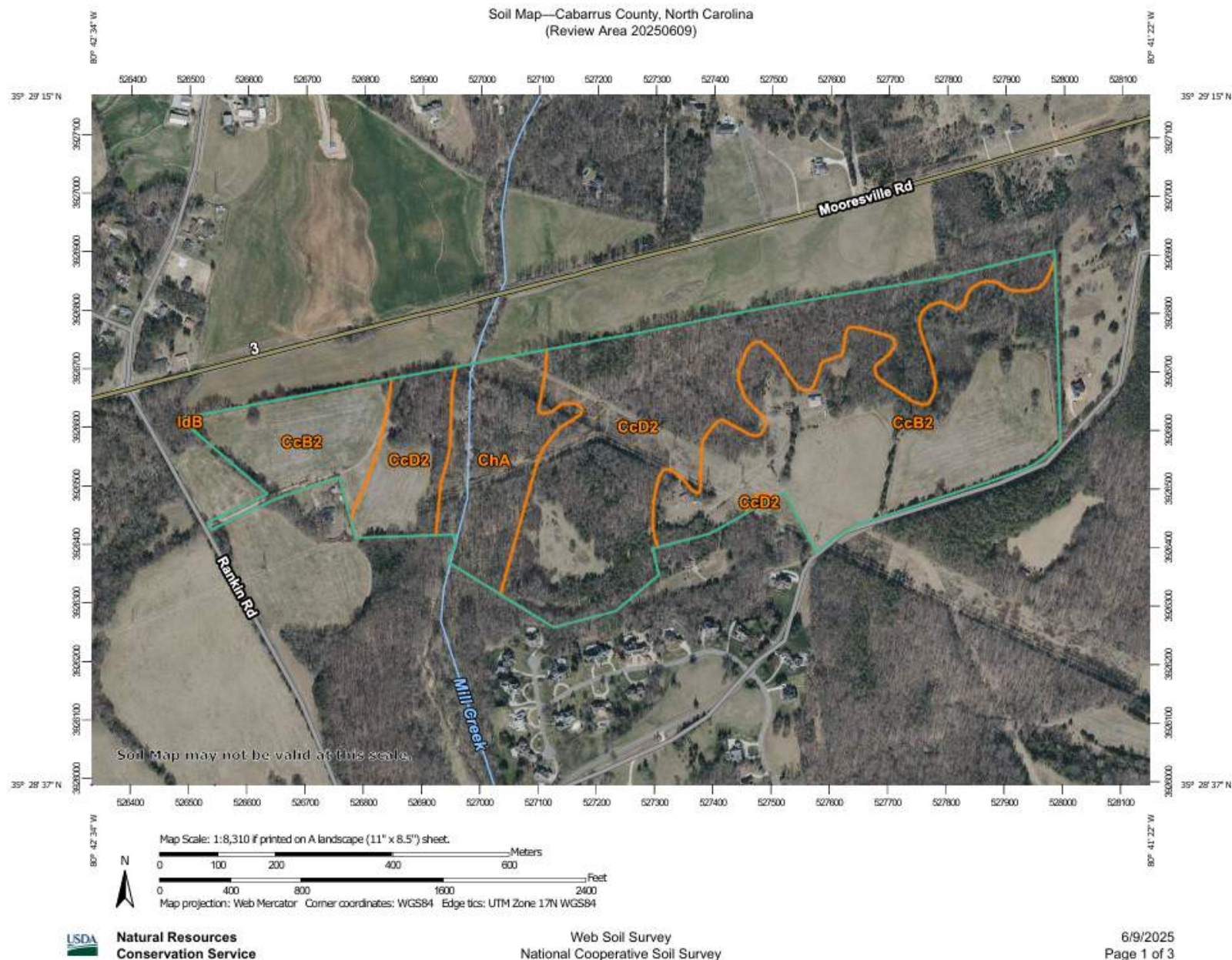


Figure: 13a

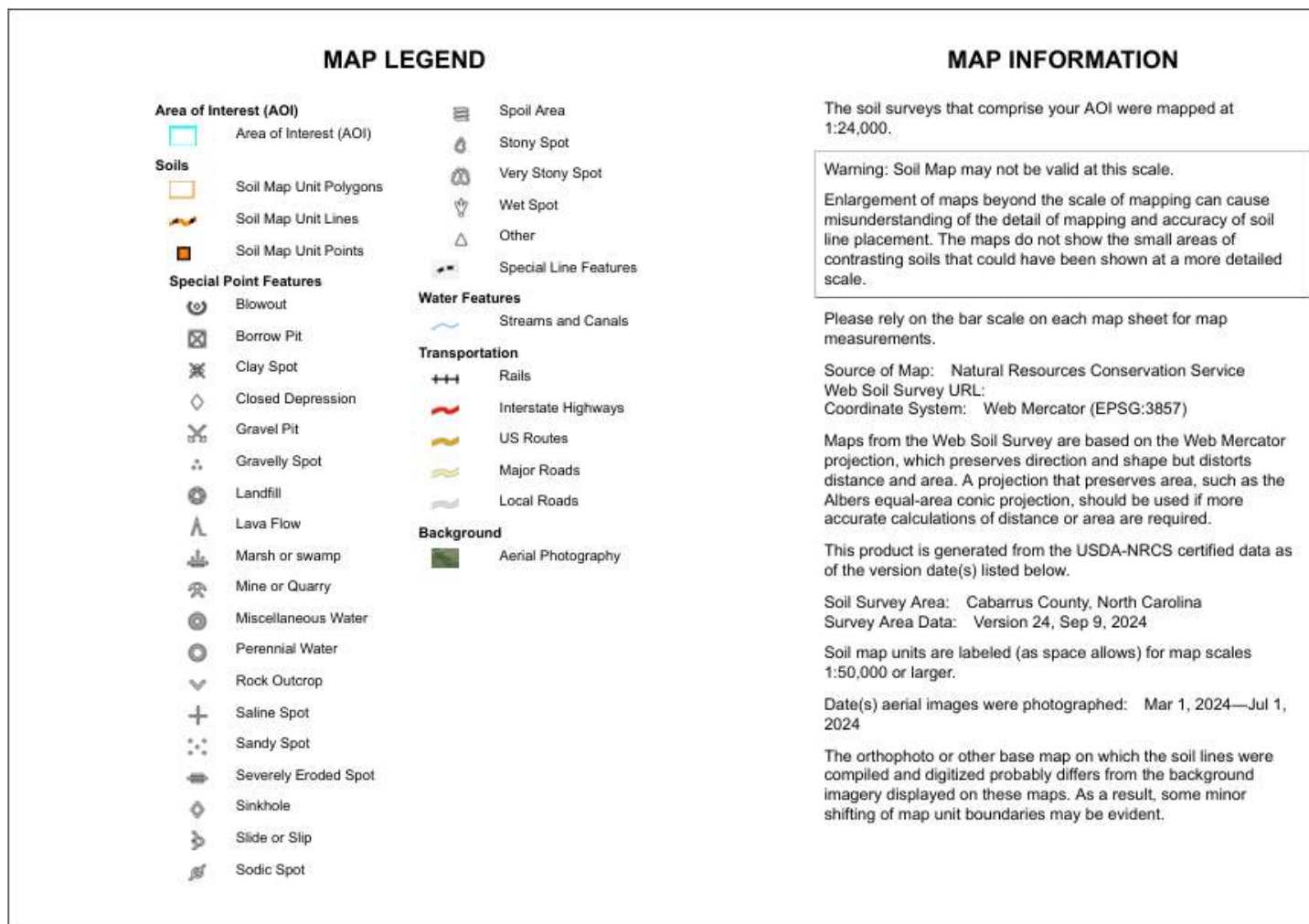
Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

Coordinates: 35.481350°, -80.694943°

Date: June 09, 2025



Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CcB2	Cecil sandy clay loam, 2 to 8 percent slopes, moderately eroded	54.7	44.7%
CcD2	Cecil sandy clay loam, 8 to 15 percent slopes, moderately eroded	53.5	43.7%
ChA	Chewacla sandy loam, 0 to 2 percent slopes, frequently flooded	14.0	11.4%
IdB	Iredell loam, 2 to 6 percent slopes	0.1	0.1%
Totals for Area of Interest		122.2	100.0%



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

6/9/2025
Page 3 of 3



Figure: 13c

Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

Coordinates: 35.481350°, -80.694943°

Date: June 09, 2025

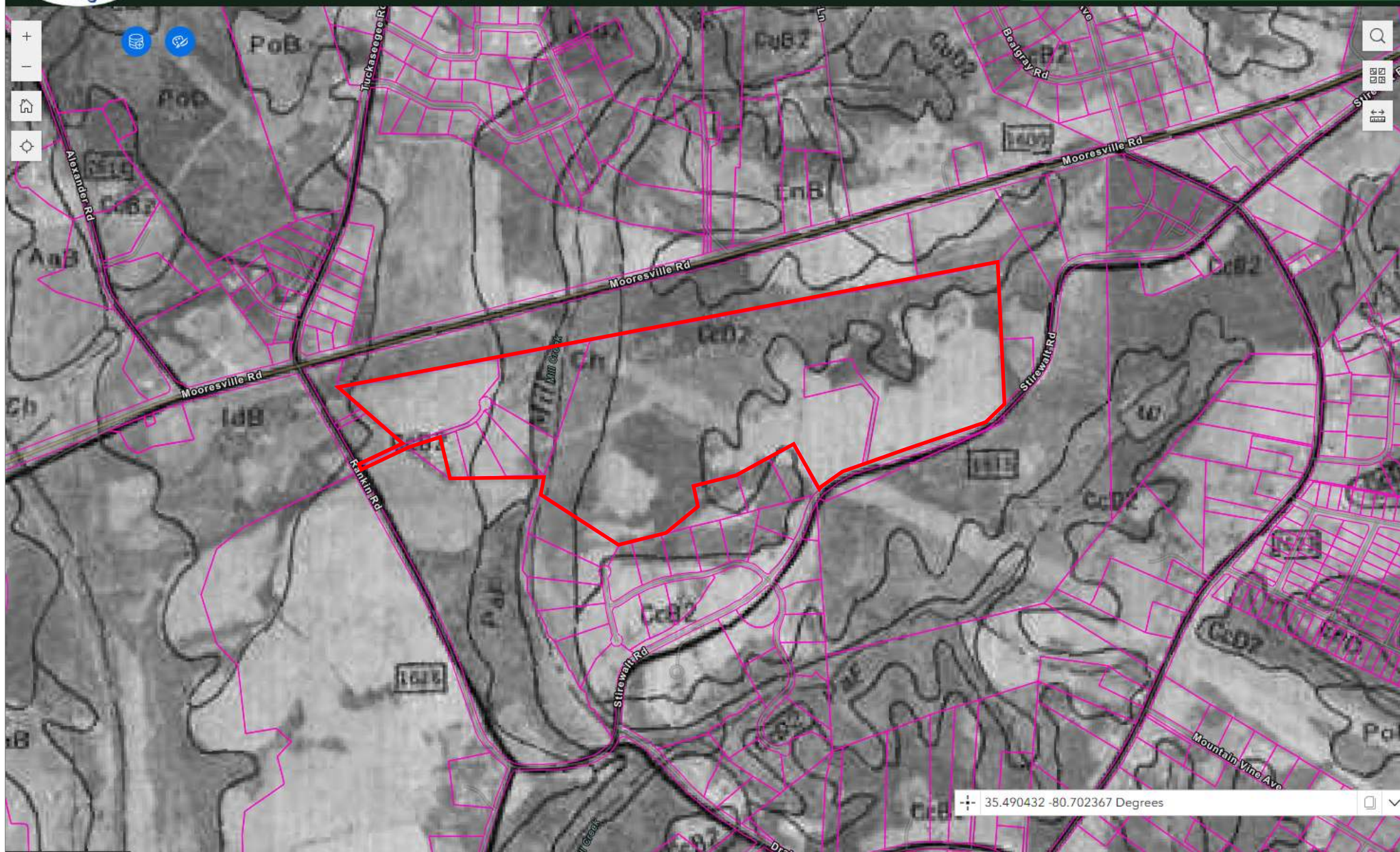


Figure: 13d

Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

Coordinates: 35.481350°, -80.694943°

Date: June 09, 2025

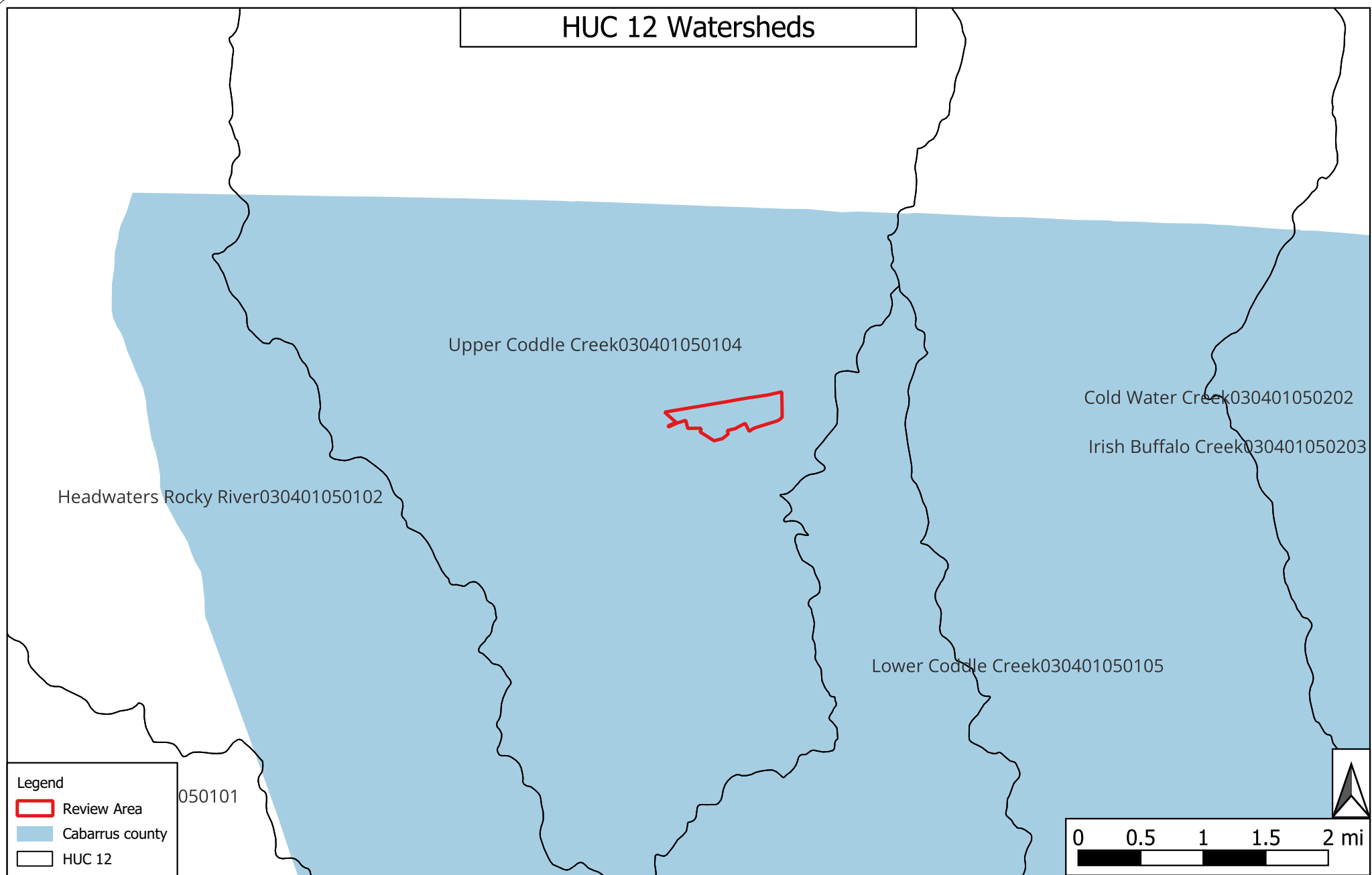


Figure: 14

Project Name: Morris Tract

Location: 6950 Stirewalt Road Concord, NC 28081

For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely

Coordinates: 35.481350°, -80.694943°

Date: June 09, 2025

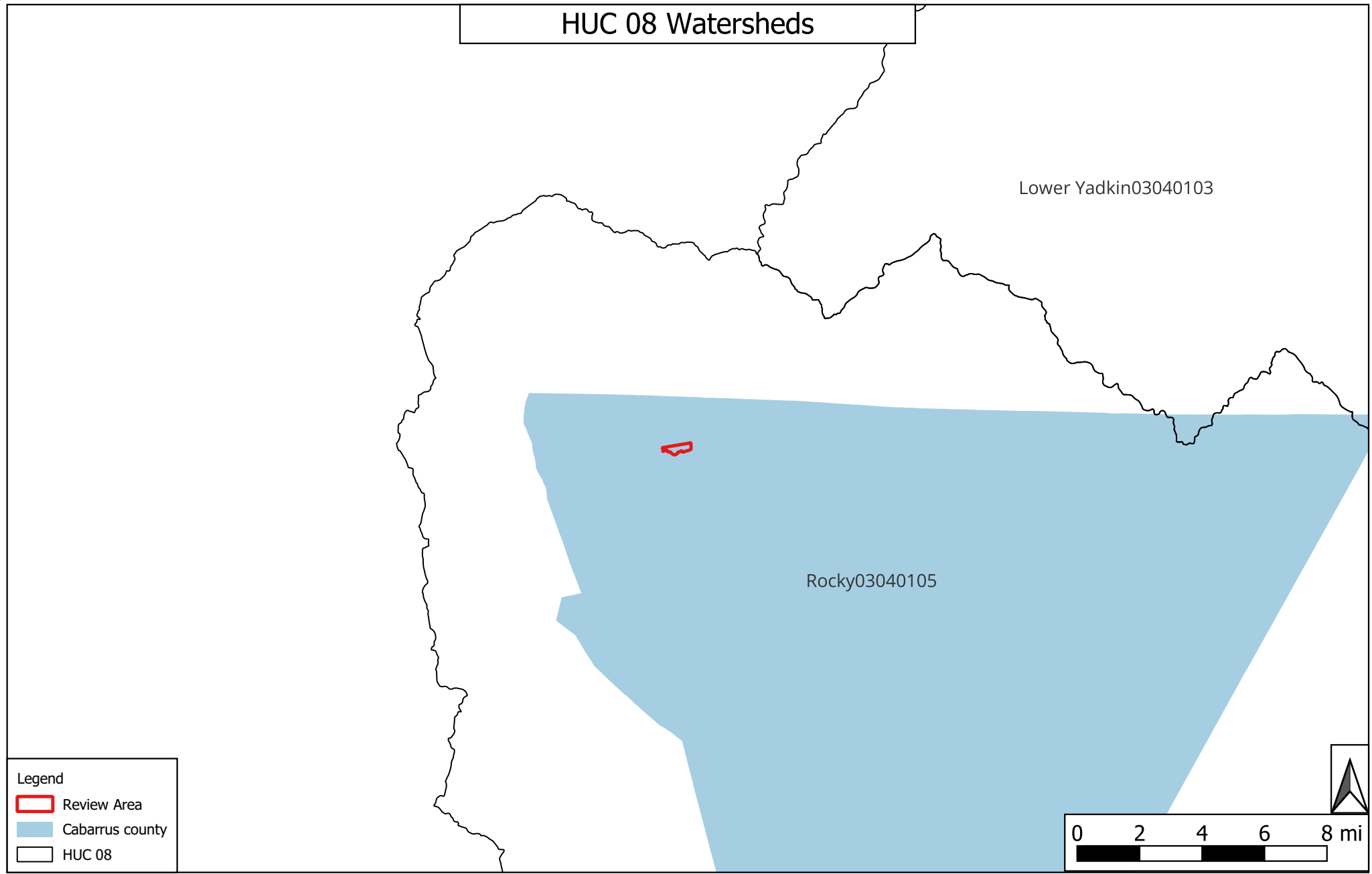
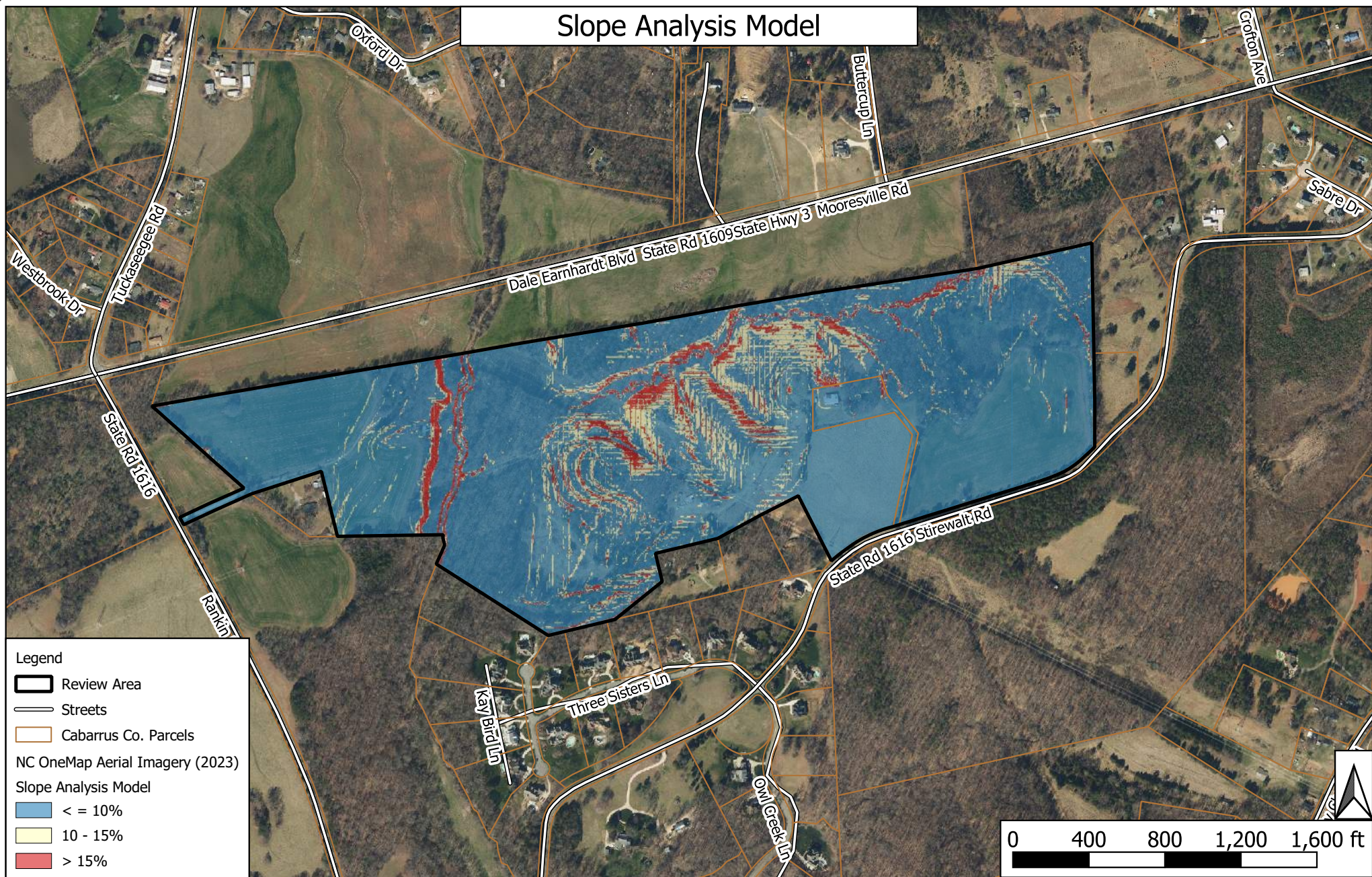


Figure: 15

Project Name: Morris Tract	
Location: 6950 Stirewalt Road Concord, NC 28081	
For: Peninsula Civil Design, PLLC Attn: Nicholas Vesely	
Coordinates: 35.481350°, -80.694943°	Date: June 09, 2025



Space reserved for recording agencies

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
*SUBDIVISION NAME***

Declarant, **Project, LLC** a North Carolina limited liability company, is the owner of certain real estate in Cabarrus County, North Carolina, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein and to the provisions of Chapter _____ of the North Carolina Statutes. This chapter is the North Carolina Planned Community/Homeowner Association Act and will be referred to as "the Act." This Declaration is for the purpose of protecting the value and desirability of the Property and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, its successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.1. Additional Land. "Additional Land" means the property described in Exhibit "B" which may be made subject to this Declaration pursuant to Article XII.

1.2. Allocated Interests. "Allocated Interests" means the Common Expense Liability and votes in the Association as set forth in Article III.

1.3. Assessments. "Assessments" means those charges upon the Lots established by Article VII of this Declaration.

1.4. Association. "Association" means *Subdivision Name* Homeowners Association, Inc., an *North Carolina* nonprofit corporation, its successors and assigns. Except as the context otherwise requires "Association" shall mean the Board of Directors acting on behalf of the Association.

1.5. Board. "Board" shall mean the Board of Directors or the executive board of the Association.

1.6. Builder. "Builder" means any person or entity (including the Declarant) who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.

1.7. Bylaws. "Bylaws" means the bylaws of the Association attached hereto and incorporated herein as Exhibit C.

1.8. Common Elements. "Common Elements" shall mean any real estate owned or leased by the Association other than a Lot, including easements in favor of the Association.

1.9. Common Expense Liability. "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Article III, of this Declaration.

1.10. Common Expenses. "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

1.11. Declarant. "Declarant" means Project, LLC its successors and assigns.

1.12. Declarant Control Period. "Declarant Control Period" means the period of time that the Declarant may appoint members of the Board of Directors and the officers of the Association as set forth in Article XIII.

1.13. Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for *New Community Name* Homeowners Association, including any amendments or supplements hereto.

1.14. Development Period. "Development Period" means the period commencing on the date of recording of this Declaration and ending on the date ____ (____) years thereafter within which the Declarant has the right to exercise the Development Rights set forth in Article XII.

1.15. Development Rights. "Development Rights" means those rights reserved by the Declarant in Article XII.

1.16. Dwelling Unit. "Dwelling Unit" means a detached building designed and intended for use and occupancy as a single-family residence.

1.17. Lot. "Lot" means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described pursuant to Article II, Section 2.1.

1.18. Master Declaration. "Master Declaration" (*if applicable*) means the Declaration of the records of the *Cabarrus County* Recorder.

1.19. Member. "Member" means any person or entity entitled to membership in the Association as provided herein.

1.20. Occupant. "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

1.21. Owner. "Owner" means the Declarant or other person or entity who owns a Lot, but does not include a person or entity having an interest in a Lot solely as security for an obligation.

1.22. Property. "Property" means the real estate described in Exhibit "A" attached hereto and any other property, which may be made subject to the terms of this Declaration, together with any improvements, made thereon.

1.23. Record Plan. "Record Plan" means the record plat for Subdivision Name, Instrument _____ *Cabarrus County* Plat Records, and any subsequent plats or replats thereof.

1.24. Special Declarant Rights. "Special Declarant Rights" means those rights reserved by the Declarant in Article XIII.

1.25. Supplemental Declaration. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects Additional Property to this Declaration; imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or designates property as Common Elements.

1.26. Surface Water Management System. "Surface Water Management System" shall mean the system designed for the Property by the Declarant for storm water, soil erosion and sediment control. Such system shall include all existing watercourses, ditches, retention basins and swales located in the Property.

ARTICLE II

LOTS AND BOUNDARIES

- 2.1. Types of Lot.** there shall be one type of Lot within the Property, which shall be single-family lots for the construction and occupation of a detached single-family Dwelling Unit.
- 2.2. Description of Lot Boundaries.** The boundaries of the Lots shall be those as set forth on the Record Plan.

ARTICLE III

ALLOCATION OF ALLOCATED INTERESTS

- 3.1. Common Expense Liability.** The allocation of Allocated Interests for Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VII, Section 7.8.
- 3.2. Votes in the Association.** The allocation of Allocated Interests for voting purposes shall be one vote per Lot.

ARTICLE IV

COMMON ELEMENTS AND EASEMENTS

- 4.1. Description.** The Common Elements shall be any portion of the Property owned by the Association in fee or by easement or leased to the Association.
- 4.2. Easements.** The Property shall be subject to certain easements. These easements shall be appurtenant to and pass with the title to the Lots.
- 4.3. Enjoyment.** The Common Elements shall be subject to an easement of enjoyment in favor of the Lots and Owners. Such easement shall be limited to the purposes for which the easements are created. Nothing herein shall be construed to provide any right of access to the Lots by any persons who are not Owners thereof.
- 4.4. Access.** The Common Elements shall be subject to permanent nonexclusive easements for ingress and egress in favor of the Lots. Such easements shall be limited to the purposes for which the easements were created. A non-exclusive easement is granted to the Owners of all Lots, Occupants, their guests and invitees, and to all police, fire and other emergency personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements, as shown on the Record Plan in the performance of their duties.

4.5. Drainage. The Lots shall be subject to easements in favor of the Lots benefited for Surface Water Management as further defined in Article V. No Owner shall do anything on or within a Lot or Dwelling Unit that shall unreasonably increase the flow of surface water.

4.6. Private Roadways. (If applicable) The Association shall have the responsibility for maintenance of the Private Drives, which are part of the Common Elements.

4.7. Cabarrus County. A non-exclusive easement is granted to the Cabarrus County, and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements and the Surface Water Management System in the performance of their duties.

4.8. Limited Common Elements. The Common Elements may also contain Limited Common Elements if so designated and defined in a Supplemental Declaration.

4.9. Owner's Delegation Rights. Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupants, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation, however, shall be in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association in accordance with its Bylaws.

4.10. Limitation on Common Elements and Easements. All Common Elements, easements and rights granted herein are subject to:

4.10.1. Restrictions set forth in this Declaration and any Supplemental Declaration.

4.10.2. Any rules and regulations adopted by the Association and the right to enforce such rules and regulations.

4.10.3. The right of the Association to levy assessments for the Common Expenses, and other assessments as set forth herein.

4.10.4. The right of the Declarant and the Association to amend the Record Plat and to grant further rights and easements within, upon, over, under, and across the Common Elements for the benefit of the Owners, the Association or Declarant.

4.10.5. The Common Elements cannot be mortgaged or conveyed without the consent of two-thirds of the Owners, excluding the Declarant. A conveyance or encumbrance of the Common Elements shall not deprive any Lot or Dwelling Unit of its rights of access nor

affect the priority of validity of pre-existing encumbrances. During any Declarant Control Period as set forth in Article XIII, no portion of the Common Elements can be dedicated without the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

4.10.6. If access to any residence is through the Common Elements, any conveyance or encumbrance of such area is subject to the Lot Owner's easement.

4.10.7. All rights granted to the Association in this Declaration.

4.10.8. Development rights and Special Declarant Rights as set forth in Articles XII and XIII.

ARTICLE V

SURFACE WATER MANAGEMENT

5.1. Surface Water Management System. The Surface Water Management System shall consist of Open Space shown on the Record Plan. The Association shall maintain and administer the Surface Water Management System in accordance with the guidelines as may be promulgated from time to time by the Cabarrus County.

5.2. Surface Water Management System Easements. Each Lot shall be subject to and shall be benefited by an easement for storm sewers, drainage and surface water management as more particularly shown on the Record Plan. Such easement shall be non-exclusive as to the Owners and shall run to the Association, which has control and responsibility for drainage and surface water management. Such easement, however, shall not run to the public at large.

5.3. Access to Lots. For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon the Lot at reasonable hours on any day.

5.4. Individual Maintenance. Each Owner shall maintain that portion of the Surface Water Management System, which serves only that Owner's Lot, including grass-cutting and vegetation control within the drainage swales located on the Lot. Such responsibility shall include keeping these easements clean and unobstructed. If the Association is providing grass mowing under Article VIII, then the Association shall be responsible for the drainage swale mowing. Maintenance of the Surface Water Management System shall in accordance with the guidelines and standards set forth by any governmental entity or any other agency having authority.

5.5. Retention Basin Maintenance. The Association shall have primary responsibility for the maintenance of the retention basin which shall mean that the stormwater management/water

quality basin facility (the "Facility"). The Association will conduct regular maintenance of the Facility in accordance with the Cabarrus County and Cabarrus County requirements.

5.6. Prohibition of Alterations. The Association is prohibited from altering the design of the Facility without prior written approval from the Cabarrus County Engineer.

5.7. Restriction on Use. No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statute. No use of the retention basin including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the retention basin.

ARTICLE VI

OWNERS ASSOCIATION

6.1. Formation. The Declarant has caused or will cause to be chartered a nonprofit corporation named Subdivision Name Homeowners Association, Inc. The purposes for the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety, and welfare of the Owners and Occupants of the Property.

6.2. Membership. The membership of the Association shall at all times consist exclusively of Owners of the Lots. All such Owners shall be members. Membership shall be appurtenant to and may not be separated from such ownership.

6.3. Powers of the Association. Subject to Special Declarant Rights hereinafter set forth, the Association may:

6.3.1. adopt and amend a Bylaws for the government of the Association, the conduct of its affairs and the management of the Property (a copy of the Bylaws is attached as Exhibit C);

6.3.2. adopt rules and regulations for the use and occupation of the Common Elements and to enforce violations of the rules and regulation and the provisions and restrictions of the Declaration as against the Owners and Occupants.

6.3.3. adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

6.3.4. hire and discharge managing agents and other employees, agents and independent contractors;

6.3.5. institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the community;

6.3.6. make contracts and incur liabilities;

6.3.7. regulate the use, maintenance, repair, replacement and modification of the Common Elements for which the Association has maintenance responsibility and other rights as set forth herein;

6.3.8. cause additional improvements to be made as part of the Common Elements;

6.3.9. acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

6.3.10. grant easements, liens, licenses and concessions through or over the Common Elements;

6.3.11. impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Owners;

6.3.12. impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, the Bylaws, and any rules and regulations of the Association;

6.3.13. impose reasonable charges for the preparation and recordation of amendments to the Declaration or for statements of unpaid Assessments;

6.3.14. provide for indemnification of its officers and board of Directors and maintain directors' and officers' liability insurance;

6.3.15. assign its right to future income, including the right to receive Common Expense Assessments, except that this power shall be limited to the purposes of repair of existing structures or improvements;

6.3.16. exercise any other powers conferred by the Declaration, Bylaws or Articles of Incorporation;

6.3.17. exercise all other powers that may be exercised in this state by nonprofit corporations;

6.3.18. exercise any other powers necessary and proper for the governance and operation of the Association.

6.4. Voting Rights. Subject to Special Declarant Rights as set forth in Article XIII, Owners shall be entitled to vote on matters properly before them in accordance with this Article, the Bylaws and the laws of the State of North Carolina.

6.5. Number of Votes. Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to any Lots owned by the Association may be cast.

6.6. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee shall be deemed the proxy of a land contract vendor for purposes of this section.

6.7. Annual Meeting. A meeting of the Members of the Association must be held at least once each year.

6.8. Management Agent. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager.

No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

6.9 (Optional) Master Association. Each Unit and Unit Owner is required to be a member of the Master Association.

ARTICLE VII

ASSESSMENTS

7.1. Establishment of Assessments. There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Lot, certain Assessments for Common Expenses and other expenses. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments.

7.2. Purpose of the Assessments. The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of its Common Expenses and for other such purposes as hereinafter set forth.

7.3. Annual General Assessment. There is hereby established an Annual General Assessment levied against all Lots for the purpose of the Common Expenses of the Association. The Common Expenses shall be, but not limited to, (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of any insurance required by this Declaration; (3) reasonable reserves for contingencies and replacement; and (4) administrative, accounting, legal and management fees; (5) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration.

7.4. (Optional) Master Association Assessment. Each Unit and Unit Owner is required to pay Master Association Assessment as set forth in the Master Declaration

7.5. Individual Assessment. The Association after approval by two-thirds (2/3) vote of all members of the Board shall have the right to assess an individual Lot for any of the following:

7.5.1. any costs incurred by the Association in the performance of any maintenance in accordance with Article VIII, Section 8.3.

7.5.2. any charges or fines imposed or levied in accordance with Article IX, Section 9.3.1.1.

7.5.3. any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred.

7.5.4. any costs associated with the enforcement of this Declaration (including restrictions and easements) or the Rules and Regulations of the Association, including, but not limited to attorneys fees, witness fees and costs, and court costs.

7.5.5. any costs or charges permitted by this Declaration, any Supplemental Declarations, amendments, or the Bylaws to be charged or assessed as an Individual Assessment.

7.6. Working Capital Fund; Initial Assessment. At the time of closing of a Lot from the Declarant, the Builder of such Lot shall be assessed the sum of \$_____ for each Dwelling Unit to be constructed as initial capital contribution to the working capital fund of the Association. These Assessments shall be used by the Association for its operating expenses. Such Assessment is not an advance payment of the Annual General Assessment, and it will not be held in any sort of trust or reserve account.

7.7. Special Assessment. There may be established a Special Assessment for the purpose of repairing or restoring damage or destruction to the Common Elements as further set forth in Article X.

7.8. Computation and Payment of Annual General Assessment. The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Bylaws. This Assessment shall be effective as to each Lot on the first day of the Association's fiscal year. The initial Annual General Assessment as to each Lot shall commence on the first day of the month following the earlier of (i) its conveyance to an Owner other than a Builder; or (ii) occupation of the Dwelling Unit. The initial Annual General Assessment shall be prorated on a monthly basis to the end of the Association's fiscal year, and shall be collected at closing of the conveyance of the Lot from the Builder. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments due on the first day of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules, as it deems appropriate.

7.9. Maximum Annual Assessment. Beginning with the recording of this Declaration and until December 31, 20____, the maximum Annual General Assessment shall be \$_____. Beginning with Assessments levied as of January 1, 20____, and annually thereafter, the Board, without a vote of the Owners, may increase or decrease the Annual General Assessment. If the Board increases the Annual General Assessment, then, within Thirty (30) days of notice of such increase, Members in good standing exercising Ten (10%) percent of the voting power of the Association, may petition the Board for a special meeting of the Association to reconsider such increase. At such meeting, the Members in good standing, in person or by proxy, exercising sixty-six and two thirds (66 2/3%) percent of voting power of the Association, may vote to reduce the increase by any amount therein proposed, but not lower than the previous years maximum amount.

7.10. Allocation of Assessments. The Common Expense Liability of each Lot shall be its portion of the Common Expense. The Common Expense Liability and the Annual General Assessment shall be allocated equally to each Lot. The other Assessments shall be allocated as applicable to the respective Lots and as determined by the Board.

7.11. Lien for Assessments. The Association shall have a lien for any Assessment levied against a Lot, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

7.11.1. Creation. The lien for Assessments is created by this Declaration and shall be a charge and a continuing lien on each Lot, which shall run with the land. All persons or entities acquiring an interest in a Lot after the filing of this Declaration take such interest subject to the lien.

7.11.2. Effective Dates. The lien for the Common Expense Liability for each Lot as set forth in the Annual General Assessment shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of its levy on the Owners affected.

7.11.3. Perfection. Recording of this Declaration constitutes notice and perfection of the Lien.

7.11.4. Notice of Lien. The Association shall file a notice of lien with the land records of the *Cabarrus County* and in accordance with the requirement of the Act.

7.11.5. Priority of the Lien. The lien created by this Section shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real estate taxes and assessments and the lien of any bona fide first mortgage filed of record.

Optional for States with Super Lien Priority.

The lien created by this Section is prior to all other liens and encumbrances on a Lot except

(i) liens and encumbrances recorded before the recordation of the declaration and,

(ii) a first security interest on the Lot recorded before the date on which the Assessment became delinquent, and

(iii) liens for real estate taxes and other governmental assessments or charges against the Lot. The lien is also prior to all security interests described in clause (ii) above to the extent of the common expense assessments based on the periodic budget adopted by the association pursuant to the Bylaws which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce the lien.

7.11.6. Subordination and Mortgagee Protection. Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the

mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA.

7.11.7. Extinguishment of the Lien. A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

7.11.8. Estoppel Certificate. Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an Estoppel Certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessment and charges becoming due and payable prior to the date of the Certificate. The Association may charge a reasonable fee for the preparation of such certificate.

7.12. Delinquency and Acceleration. Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate provided in Section _____ of the North Carolina statutes (and as amended from time to time). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment immediately due and payable without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

7.13. Remedies Cumulative. A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

7.14. Personal Obligation. The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal

obligation of the Owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them.

7.15. Statement of Unpaid Assessments. The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable amount for this statement.

7.16. No Waiver of Liability for Common Expenses. No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made.

ARTICLE VIII

UPKEEP OF THE PROPERTY

8.1. Lots. Each and every Lot, its Dwelling Unit and any improvement erected thereon shall be maintained by the Owner in a reasonable manner in accordance with the standard generally prevailing throughout the Property.

8.2. Common Elements. The Association shall maintain the Common Elements.

8.1. Association's Easement for Maintenance. The Association is hereby granted an easement over the Lots and the Common Elements for the purpose of providing the maintenance required by this Declaration.

8.2. Association's Right to Maintain. In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, through its agents and employees, to enter upon said Lot and repair, maintain and restore the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article VII, Section 7.4.

8.3. Access to Lots. For the purpose solely of performing the maintenance required or authorized herein, the Association through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

ARTICLE IX

RESTRICTIONS

9.1. Use and Occupancy. The following restrictions are applicable all Lots with respect to the use and occupancy of the Property. Other restrictions shall be set forth in a Supplemental Declaration.

9.1.1. Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.

9.1.2. Harmful Discharges. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer, or Surface Water Management System.

9.1.3. Noise. No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

9.1.4. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant while actively marketing the Lots for sale; (ii) street and identification signs installed by the Association or the Declarant; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is on the market; and (iv) political signs in accordance with the rules and regulations established by the Association.

9.1.5. No Trade or Business. No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the

Lot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not include the construction, operation and maintenance of any model home or homes and sales offices by any Builder during reasonable hours.

9.1.6. Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.

9.1.7. Parking; Vehicle Repairs. Except in connection with construction activities, trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed seventy-two (72) hours for the purpose of cleaning, loading or unloading. It is the intent of this restriction to limit parking in the driveways to personal non-commercial vehicles.

9.1.8. Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot. The keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) is permitted. No pets shall be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted.

Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Pets shall not be permitted on the Common Elements unless accompanied by someone who can control the pet and unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Dwelling Unit or Lot must be inoculated as required by law.

9.1.9. Outdoor Fires. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot, except that an outdoor fireplace or permanent outdoor

firepit may be approved by written approval from the Architecture Review Committee as further described herein.

9.1.10. Clothes Drying. No outdoor clothes drying apparatus may be placed on any Lot.

9.1.11. Outdoor Wood Boilers. Outdoor wood boilers for heating purposes are not permitted on the Property.

9.2. Architectural Restrictions. The following architectural restrictions shall be applicable to all Lots. Other restrictions shall be set forth in a Supplemental Declaration.

9.2.1. Plan Approval. No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place until the requirements of this section have been fully met. Prior to any construction, the Owner or Builder shall first submit to the Declarant (which for the terms of this section shall include its designee) in duplicate, plans and drawings, in a one-eighth (1/8) scale or larger, which shall contain, at a minimum:

- (a) front, rear and side elevations;
- (b) floor plans showing major dimensions and openings;
- (c) exterior building material to include color and type of material (vinyl, aluminum, cedar, etc.);
- (d) exterior trim color;
- (e) roofing material and color;
- (f) other materials necessary to illustrate the character of the proposed construction;
- (g) a statement of the estimated completion dates of all construction and improvements; and
- (h) other standards set forth within this Declaration (and any amendments hereto) or as may be published by the Architecture Review Committee.

These requirements also pertain to any alterations and/or additions The Declarant shall approve, reject or modify such plans in a writing sent to the Owner or Builder in question not more than thirty (30) days after the plans are submitted to the Declarant. The thirty (30) day period shall commence upon execution of a written notice by the Declarant acknowledging receipt of plans and specifications and all information required therewith. The Declarant shall review the plans as to the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. The Declarant shall not unreasonably withhold approval of any plans that conform in every way with the Declaration and with the general character of the development on

neighboring Lots within the Property. If the Declarant fails to approve, reject, or modify the plans within the thirty (30) day period, the Declarant's approval shall be deemed to have been given, and no further permission shall be needed before the improvements described in such plans may be constructed or installed. However, in no event shall any improvements be constructed or installed that violate any terms of this Declaration.

9.2.2. Design Guidelines. The Declarant shall prepare and, on behalf of itself and the Association, shall promulgate design and development guidelines governing construction within the Properties, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("Design Guidelines"). The Design Guidelines shall be those of the Association, and the Declarant and/or the Association shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The Declarant and/or the Association shall make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property.

9.2.3. Declarant's Plan Approval Period. Declarant's right of plan approval shall exist for as long as Declarant owns any Lot in the Property. Declarant's right of plan approval shall include any alterations to existing Lots or Dwelling Units and / or items requiring prior approval by this Declaration. In any items or matters that are discretionary, the Declarant's decision shall be conclusive upon all parties.

9.2.4. Declarant's Control of New Construction. The Declarant shall have exclusive control of new construction within the Property. No provision of this Declaration or the Design Guidelines, as the same relates to new construction, may be modified without Declarant's consent.

9.2.5. Association's Right of Plan Approval. After Declarant's right of plan approval has expired, the Association shall be responsible for plan approval. The Declarant may assign its right of plan approval or any portion thereof, to the Association. The Association may delegate such right of plan approval to an Architectural Review Committee.

9.2.6. Design Review by the Cabarrus County. In addition to review by the Declarant or the Association, per Cabarrus County Development Regulations, and as the same may from time to time be amended, site improvements such as fences, decks, patios, sidewalks, landscape islands, planting beds and similar items shall be reviewed by the Chief Building Official and approved only after a determination has been made that the following standards and any future standards as may be from time to time adopted by the Cabarrus County, will be met.

9.2.6.1. The proposed improvement will not result in a change of grade that would materially affect storm water drainage patterns or result in an increase in storm water discharges to a neighboring property.

9.2.6.2. Proposed improvements will not be situated so as to place outdoor use in close proximity to a neighboring property's noise sensitive rooms such as bedrooms.

9.2.6.3. Where above-ground improvements include modification of existing ground by excavation or fill, the applicant shall provide a site plan indicating the existing and proposed elevations, location of the improvement, and distances of the proposed modifications to adjoining property lines.

9.2.7. No Liability. Each Owner and Builder is responsible to insure that all construction or any modifications, are in compliance with the Design Guidelines, restrictions and approved plans. If the Declarant or the Directors have acted in good faith on the basis of such information possessed by them, neither the Developer, the Board nor any Director shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

9.2.8. Dwelling Type. No building shall be erected, altered, placed or be permitted to remain on any Lot other than a single-family dwelling unit and a garage for at least one car.

9.2.9. Dwelling Floor Areas. The minimum square footage of the Dwelling Units is set forth in the Design Guidelines.

9.2.10. Roof Requirements. The roof and gables of each Dwelling unit shall in accordance with the Design Guidelines.

9.2.11. Set Back, Minimum Elevation and Yard Requirements. All Dwelling Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plan and as set forth in the *Cabarrus County Zoning Ordinance*. Any such building shall face toward the front line of the Lot except that buildings to be constructed on corner Lots shall face in the direction designated by the Design Review Committee. The Owner or Builder shall be responsible for compliance with these standards. Declarant shall not be responsible for any failure to comply with these standards.

9.2.12. Front Yards and Driveways. Front yards shall be landscaped as soon after completion of the Dwelling Unit as is practical. All driveways shall be paved with concrete, brick or paving stones within one (1) year after construction starts.

9.2.13. Construction Materials. No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick, stone and / or siding. No underground Dwelling Units shall be permitted.

9.2.14. Exterior Siding. Any wooden sheeting materials must have prior approval.

9.2.15. Front Storage. No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for storage of any kind of items. This restriction shall not apply to building materials and / or equipment stored on the Lot during construction of the Dwelling Unit.

9.2.16. Radio and Television Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Dwelling Unit, without the prior written approval as provided in Section 9.2.1, and in accordance with the Guidelines established by the Declarant or the Association. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas.

9.2.17. Air Conditioning and Heat Pump Equipment. Air-conditioning and heating equipment should be located on the side or the rear of the Lot.

9.2.18. Awnings. No metal or plastic awnings for windows, doors or patios may be erected or used.

9.2.19. Exterior Carpeting. No exterior carpeting shall be permitted if it is visible from the street or any neighboring Lot.

9.2.20. Mailboxes. Cluster mailboxes will be located within the community.

9.2.21. Foundations. All Dwelling Unit foundations facing any street shall be poured wall with decorative imprint or brick to grade.

9.2.22. Chimneys. All chimneys with metal flues must be enclosed within a chase that may be sided. Any direct vent chimney and / or furnace flues, hotwater heater or any other flues shall be vented only to the rear or side of the Dwelling Unit.

9.2.23. Fences. No fence of any sort may be erected unless and until prior approval in accordance with Section 9.2 of the Declaration has been obtained. No fence shall be erected in the front yard. For purposes of this section, the front yard shall run from the street to the rear line of the Dwelling Unit. Privacy fences shall not exceed four (4) feet in height. Invisible pet fences are permitted without prior approval.

9.2.24. Other Structures. Storage sheds and accessory buildings permitted per design guidelines standards.

9.2.25. Pools and Spas. No above ground swimming pools shall be permitted. In ground pools and spas may be permitted with prior approval in accordance with Section 9.2 of the Declaration and located in the rear of the Dwelling Unit.

9.2.26. Play Equipment, Lawn Accessories. Stationary or installed play equipment, such as swing sets, jungle gyms and sandboxes shall be permitted only with prior approval and in accordance with the Design Guidelines. Clotheslines and portable basketball goals shall not be allowed. No bird baths bird houses, frog ponds, lawn sculptures or similar types of accessories and lawn furnishings, sand boxes or other children's play equipment shall be permitted in the front or side yards of any Lot.

9.2.27. Gardens. Small vegetable and fruit gardens shall be permitted in the rear yard. No agricultural or farming activity for commercial purposes shall be permitted. Additional landscaping may be installed with prior approval in accordance with Section 9.2 of the Declaration.

9.2.28. Completion. Construction of a Dwelling Unit on any Lot shall be completed within one (1) year from the date construction is started.

9.2.29. Lot Maintenance. It shall be the responsibility of each Owner of a Lot to prevent the accumulation of litter, trash, packing crates, or any other accumulations which shall create an unkempt condition of the buildings or grounds on a Lot and/or which shall otherwise tend to substantially decrease the beauty of the Property as a whole or the specific area. No loose trash will be permitted to be strewn about the Property at any time. Garbage containers must be kept out of sight from the street, except during garbage collection hours. All personal use items shall be stored inside when not in use. These items include, but are not limited to, yard tools, sprinklers, wheel barrows and children's toys which would create a nuisance for the community. Owners shall follow the requirements for maintenance set forth in any applicable landscaping guidelines provided to the Owners by the Declarant and/or the Association. All improvements on the Lot shall be kept within reasonable neighborhood standards as determined by the Design Review Committee. During construction, each Owner and Builder shall be responsible for keeping the streets and adjacent Lots clean and free of debris. The Declarant shall have the right to assess and Owner or Builder for the cost of mowing or clean up in the event that the Owner or Builder fails to do so. Owners shall be responsible for all costs incurred to repair or replace damaged curbs and/or gutters along the front of the Owner's Lot resulting from construction vehicles or any negligence during the construction of the Dwelling Unit.

9.3. Remedies for Breach of Covenants and Restrictions. The violation of any covenant, easement or restriction contained in the Declaration or violation of any rule or regulation duly adopted by the Board shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

9.3.1. Actions. The Board may take any or all of the following actions:

9.3.1.1. levy a fine against the Builder, Owner or Occupant, which shall also be an Individual Assessment under Section 7.4.

9.3.1.2. to enter upon a Lot or portion thereof upon which or, as to which, such violation or breach exists and to summarily abate and remove at the expense of the Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Board, or its agents shall not be thereby deemed guilty in any manner of trespass or wrongful act.

9.3.1.3. to institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.

9.3.1.4. undertake such dispute resolution methods such as mediation and arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

9.3.2. Notice and Opportunity to be Heard. Prior to any action, the Board shall give the Builder, Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard in accordance with the notice provisions set forth in Article VII and the Bylaws. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

9.3.3. Individual Actions. Each Owner is empowered to enforce the covenants by appropriate legal proceedings or alternative dispute resolution methods.

ARTICLE X

INSURANCE AND CASUALTY LOSSES

10.1. Casualty Insurance. The Association's Board of Directors, or its duly authorized agent shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Elements and such other property as the Association is obligated to maintain and insure. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

10.2. Liability Insurance. The Board shall also obtain a public liability policy covering the Common Elements, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, employees or agents, or any other person who has a right to occupy a Dwelling Unit. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a One Million (\$1,000,000.00) Dollar limit per occurrence, if reasonably available, and a Three Hundred Thousand (\$300,000.00) Dollar minimum property damage limit.

10.3. Premiums. Premiums for all insurance on the Common Elements shall be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

10.4. Specifications. All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

10.4.1. All policies shall be written with a company authorized to do business in *North Carolina* which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

10.4.2. All policies on the Common Elements shall be for the benefit of the Association and its Members, and their Mortgagees, as their interests may appear.

10.4.3. Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

10.4.4. In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

10.4.5. All property insurance policies shall have an inflation guard endorsement, if reasonably available, and, if the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the *Cabarrus County* area.

10.5. Additional Specifications. The Association's Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

10.5.1. a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, officers, employees and manager, the Owners and Occupants of Units, and their respective tenants, servants, agents, and guests;

10.5.2. a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

10.5.3. a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;

10.5.4. a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

10.5.5. a statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

10.5.6. a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

10.6. Other Insurance. In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation coverage, if and to the extent required by law, Directors' and officers' liability coverage, if reasonably available, fidelity coverage on Directors, officers, employees, and other Persons handling or responsible for the Association's funds, and flood insurance, if reasonably available. The amount of fidelity coverage shall be determined in the Directors' best business judgment but, if reasonably available, may not be less than one-sixth (1/6) of the Annual General Assessments on all Lots, plus reserves on hand. Such coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

10.7. Individual Insurance. Each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk property insurance on the Lot; the Dwelling Unit and structures associated therewith. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his or her Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and ruins and thereafter the Owner shall maintain the Lot in a neat and attractive, landscaped condition consistent with the standard prevailing in the neighborhood. Each Owner shall be required to provide evidence of such insurance upon request of the Association. This individual insurance requirement may be supplemented or modified in a Supplemental Declaration.

10.8. Damage and Destruction.

10.8.1. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

10.8.2. Any damage or destruction to the Common Elements shall be repaired or reconstructed unless the Owners representing at least seventy-five (75%) percent of the total votes of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Elements shall be repaired or reconstructed.

10.8.3. In the event that it should be determined in the manner described above that the damage or destruction to the Common Elements shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be cleared of all debris and ruins and maintained by the Association, or the Owners, as applicable, in a neat and attractive, landscaped condition consistent with the standards prevailing in the neighborhood.

10.9. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their Interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

10.10. Repair and Reconstruction. If the damage or destruction to the Common Elements for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not

sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Owners, levy a special assessment against the Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

10.11. Additional Insurance Provisions. The Declarant or Board, without a vote of the Unit Owners, may amend the provisions of this Article or any supplemental provisions set forth in a Supplemental Declaration, if such amendment is necessary to comply with secondary mortgage market guidelines or is necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Unit.

ARTICLE XI

CONDEMNATION

11.1. Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. No Owner, however, shall have the right to participate in the proceedings incident thereto, unless otherwise required by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

11.1.1. If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five (75%) percent of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements, to the extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article X hereof regarding the disbursement of funds in respect to casualty damage or destruction, which is to be repaired, shall apply.

11.1.2. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XII

DEVELOPMENT RIGHTS

12.1. Completion of Development. The Declarant reserves the rights to take any action reasonably necessary to complete the development without consent of the Owners at any time during the Development Period.

12.2. Submission of Additional Land. The Declarant reserves the rights to submit all or any portion of the Additional Land to the terms of this Declaration without consent of the Owners at any time during the Development Period. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements.

12.3. Notice to the Board. The Declarant shall promptly notify the Board of the filing of any Supplemental Declaration.

12.4. Easements Reserved. The Declarant reserves for itself, its successors and assigns and any Builder, the following easements:

12.4.1. Easements for drainage and all utilities as shown on the Record Plan.

12.4.2. Easements for ingress, egress, drainage and all utilities over the Common Elements provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

12.4.3. An easement over the Common Elements as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

12.4.4. An easement for ingress, egress, drainage and all utilities over the Common Elements and in favor of the Additional Property and the right to convey that easements to others in the event that the Additional Property is not submitted to this Declaration..

12.5. Assignment of Development Rights. The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvement of the Property. No assignment shall be effective unless in a writing filed with the land records of *Cabarrus County, North Carolina*

12.6. Transfer of Development Rights by Foreclosure. Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring

title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee that acquired such rights pursuant to this Section, may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any of those rights, and any attempted exercise is void. So long as a successor declarant may not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

ARTICLE XIII

SPECIAL DECLARANT RIGHTS

13.1. Use for Sale Purposes. Declarant reserve for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Lots.

13.2. Signs and Marketing. The Declarant reserve the right for itself and any Builder to post signs and displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

13.3. Control of the Association.

13.3.1. Appointment of Directors and Officers. The Declarant reserve the right to appoint and remove the members of the Board and the Officers of the Association during the Declarant Control Period which period will commence upon the recording of this Declaration and shall terminate no later than the earlier of:

13.3.1.1. sixty (60) days after the conveyance of _____ (____%) of the Lots (including Lots and/or units to be included on the Additional Land) to Owners other than Declarant or any Builder;

13.3.1.2. _____ (____) years after recording of this Declaration.

13.3.2. Early Termination of Control. The Declarant may voluntarily surrender the right to appoint and remove Directors and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period, that specified actions of the Association or the Board, be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.

13.4. Declarant's Personal Property. The Declarant and any Builder reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant and Builder reserve the right to remove, within One (1) year after the sale of the last Lot, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

13.5. Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

13.6. Declarant's Rights. Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or in the Bylaws, as applicable. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by both the Declarant and the transferee and duly recorded in the public records of *Cabarrus County, North Carolina*. Nothing in this Declaration shall be construed to require the Declarant or any transferee to develop any of the property adjacent to or contiguous with the Property.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of units shall continue, it shall be expressly permissible for the Declarant and Builders to maintain and carry on upon portions of the Common Elements and public streets such facilities and activities as, in the sole option of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such units, including, but not limited to business offices, signs, model units, sales offices, and rental units. The Declarant and Builders authorized by Declarant shall have easements for access to and use of such facilities as well as vehicular access for construction along public streets. The right to maintain and carry on such facilities and activities shall include specifically, without limitation,

the right to units owned by the Declarant and any common area or other facilities which may be owned by the Association, as models, sales offices, or rental units.

In addition, notwithstanding any contrary provision of this Declaration, the Bylaws, or any Association rules, the Declarant shall have the right to replat or revise the recorded plats relating to any portion of the Property without the consent of any Owner other than the Owner(s) of the Lots in which the boundaries are altered.

So long as Declarant owns any land within the Property, Declarant may, without the express written consent of any Owner, the Board, the Association or the Design Review Committee, include in any contract or deed hereafter executed covering all or any portion of the Property, any additional covenants or restrictions applicable to such lands, so long as they are consistent with and do not lower the standards set forth in this Declaration and do not violate any covenants or restrictions then in effect and recorded against the Subdivision. Further, the Declarant may make any amendments to the Declaration which are necessary to comply with the guidelines established by, or the requirements of, any governmental authority, title insurer or institutional lender without the express written consent of any Owner, the Association, the Board of Directors, or the Design Review Committee.

So long as the Declarant continues to have rights under this Article, no person or entity shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records.

ARTICLE XIV

DURATION, AMENDMENT AND TERMINATION

14.1. Duration. This Declaration, and its provisions, shall be covenants running with the land and shall bind the property and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

14.2. Amendment. Except as provided in Section 13.5, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant, approved by the Owners of at least 75% of all Lots.

14.2.1. Except as provided in this Section 14.2, after the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) percent of all Lots.

14.2.2. All Amendments shall be executed by the Declarant, and any Builder, if required, and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners.

14.3. Termination. This Declaration and the regime created thereby may be terminated only in accordance with this Section.

14.3.1. Consent Required. This Declaration may be terminated only upon consent of the Owners of _____ (____%) Percent of the Lots, and if during the Declarant Control Period, by consent the Declarant.

14.3.2. Agreement to Terminate. No termination shall be effective unless an agreement to terminate is filed for record with the land records of the *Cabarrus County* Fiscal Office. This agreement shall be executed in the same manner as an amendment. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

ARTICLE XIV

MISCELLANEOUS

15.1. No Reverter. No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

15.2. Notices. Any notice required or permitted to be given to an Owner or resident by the Board pursuant to the provisions of this Declaration shall be deemed given when transmitted pursuant to the notice provisions set forth in the Bylaws to such person's last address as it appears on the records of the Association.

15.3. Construction. The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

15.4. Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

15.5. Discrimination. No action shall at any time be taken by the Association or its Board that in any manner would discriminate against any Unit Owner in favor of another.

15.6. Headings. The headings of the Articles and Sections are for conveyance only and shall not affect the meaning or construction of the contents of this Declaration.

15.7. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

15.8. Conflict. In the event of a conflict between the Restrictions or any one or more of them and the restrictions of any Declaration which may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

IN WITNESS WHEREOF, the Project, LLC has caused this Declaration to be signed
this ____ day of _____, 2017.

Project, LLC

by: _____

STATE OF *NORTH CAROLINA*)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me, this ____ day of _____,
20____, by _____, _____ of Project, LLC an *North Carolina* limited liability company, on behalf of the company.

Notary Public

Space reserved for recording agencies

EXHIBIT A
Property being submitted

EXHIBIT B
Additional Land the may be submitted.

EXHIBIT C
BYLAWS
FOR
***SUBDIVISION NAME* HOMEOWNER’S ASSOCIATION, INC.**

ARTICLE I
GENERAL

SECTION 1. Name and Nature of the Association. The name of the Association shall be *Subdivision Name* Homeowners Association, and shall be an *North Carolina* nonprofit corporation.

SECTION 2. Membership. Each owner upon acquisition of title to a Lot shall automatically become a member of the Association (a “Member”). Such Membership shall terminate upon the sale or other disposition by such Member of his or her Lot ownership, at which time the new Owner of such Lot shall automatically become a Member of the Association.

SECTION 3. Definitions. The terms used in this Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements recorded with the public records of *Cabarrus County* (the “Declaration”), unless the context shall prohibit.

ARTICLE II
MEETINGS OF MEMBERS

SECTION 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either in the *Cabarrus County, Cabarrus County, North Carolina* or as convenient thereto as possible and practical.

SECTION 2. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than thirty (30) days before the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. The annual meeting of the Members shall be held at a date and time as set by the Board.

SECTION 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call special meetings of the Association if so

directed by resolution of a majority of a quorum of the Board of Directors or a written petition signed by at least twenty-five (25%) percent of the total votes of the Association. The notice of special meetings shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at special meetings except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to mail or cause to be delivered to the Owner of record of each Lot a notice of each annual or special meetings of the Association stating the purpose of the special meetings, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot, he or she shall designate such address by written notice to the Secretary. The mailing or delivering of a notice of a meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than sixty (60) days before a meeting.

SECTION 5. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the holding of such meeting. Attendance of any Member at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of such meeting.

SECTION 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place of the adjourned meeting are not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of Members required to constitute a quorum.

SECTION 7. Voting Rights. Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to

a Lot owned by the Association may be cast. Voting at elections and votes on other matters may be conducted by mail.

SECTION 8. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

SECTION 9. Majority of Owners. As used in this Bylaws, the term majority shall mean those votes, Owners, Members or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

SECTION 10. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, those Members present in person or by proxy shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

SECTION 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

SECTION 12. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the Members. Any such writing shall be entered into the minute book of the Association.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. Governing Body. Except as otherwise provided by law, the Articles of Incorporation, the Declaration or these Bylaws, all of the authority of the Association shall be exercised by or under the direction of the Board of Directors.

SECTION 2. Number and Qualification of Directors. The initial Board of Directors in the Association shall consist of three (3) persons and shall be those named in the Articles of Incorporation or other such person or persons as may be substituted by the Declarant pursuant to Article XIII, Section 13.3 of the Declaration. At such time as the Owners other than the Declarant, are entitled to elect all members of the Board, the Board of Directors shall be expanded to consist of five (5) persons. Except those appointed by the Declarant, all Directors must be Owners. The spouse of an Owner is qualified to act as a Director if both the Owner and the spouse occupy the Lot. No person and his or her spouse may serve on the Board at the same time.

SECTION 3. Nomination of Directors. Except for Directors selected by the Declarant, nominations for election of the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board at each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

SECTION 4. Election of Directors. The Directors shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Directors. At a meeting of Members of the Association at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

SECTION 5. Term of Office; Resignations. Except for those Directors appointed by the Declarant, each Director shall hold office for a term of two (2) years and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. It is intended by these Bylaws that the terms of the Directors shall be staggered with three (3) Directors being elected in odd numbered years and two (2) Directors being elected in even numbered years. The initial terms of the Directors elected by the Owners shall be adjusted to carry out this intent.

Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Director may specify. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

SECTION 6. Compensation. Members of the Board of Directors shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

SECTION 7. Removal of Directors. Except for those appointed by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) unexcused absences from Board meetings or who is delinquent in payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Directors at meeting, a quorum being present.

SECTION 8. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the Members shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

SECTION 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.

SECTION 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

SECTION 11. Notice of Meetings; Waiver. Notice of the time and place of each meeting of the Directors, whether regular or special, shall be given to each Director at least seventy-two (72) hours before the time set for the meeting.

Waiver of notice of meetings of the Directors shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board, either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting. Attendance of any Director at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

SECTION 12. Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

SECTION 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transaction occurring thereat.

SECTION 14. Open Meetings. All meetings of the Board of Directors shall be open to all Members of the Association, but Members other than the Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

SECTION 15. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, or orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

SECTION 16. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all the Directors. Any such writing shall be entered into the minute book of the Association. An explanation of the action taken shall be posted at a prominent place or places within the Property within three (3) days after written consents of all the Board members have been obtained.

SECTION 17. Voting By Directors. A Director who is present at a meeting of the Board or any committee meeting when corporate action is taken shall be deemed to have assented to the action taken unless:

a) He or she objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting;

b) His or her dissent or abstention from the action taken is entered in the minutes of the meeting; or

c) He or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Association immediately after adjournment of the meeting. This right of dissent or abstention shall not be available to a Director who votes in favor of the action taken.

ARTICLE IV OFFICERS

SECTION 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among members of the Board of Directors.

SECTION 2. Election; Term of Office; Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

SECTION 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

SECTION 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have the primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

SECTION 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V COMMITTEES

SECTION 1. General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

SECTION 2. Executive Committee. The Board of Directors may, by resolution adopted or signed by all of the Directors, appoint an Executive Committee to consist of three (3) Directors. The Board may delegate any or all of its duties to such committee. Any resolution or writing appointing such committee must acknowledge the responsibility of all of the Directors for the operation and administration of the Association.

SECTION 3. Design Review Committee. The Board of Directors may appoint a Design Review Committee which shall be responsible for plan approval in accordance with Article IX of the Declaration. In addition, the committee shall develop and promulgate architectural standards and guidelines with respect to those matters that are within the Association's authority to regulate.

ARTICLE VI DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Adoption of Budget. It shall be the duty of the Board to prepare and adopt a budget covering the estimated Common Expenses and the various Neighborhood Expenses of the Association for the coming fiscal year. The budget shall also include a capital contribution or reserve in accordance with a capital budget separately prepared. After adoption of the budget, the Board shall cause the summary of the budget and the Assessments to be levied against each Lot for the following year to be delivered to each Owner. Such summary shall be delivered at least thirty (30) days prior to the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year.

SECTION 2. Capital Budget and Contribution. The Board shall annually prepare a capital budget, which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 1 of this Article. A copy of the capital budget shall be distributed to each Owner in the same manner as the operating budget.

SECTION 3. Petition for Reconsideration of Budget Increase. If the Board receives a petition for reconsideration of budget increase as set forth in Article VII, Section 7.7 of the Declaration, then the Board shall forthwith call a special meeting of the Members. At such meeting, the Members in good standing, in person or by proxy, exercising at least sixty-six and two thirds (66 2/3%) percent of voting power of the Association, may vote to reduce the increase by any amount proposed in the petition, but not lower than the previous year's budget.

SECTION 4. Failure to Adopt Budget. The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted shall continue until such time as the Board adopts a new budget.

SECTION 5. Computation of Assessments. The Assessments for Common Expenses for each Lot shall be determined in accordance with the operating budget and the capital contribution budget as they apply to the various Lots. Unless otherwise determined by the Board, all Assessments shall be charged on an annual basis.

SECTION 6. Payment, Delinquency and Acceleration. Unless otherwise determined by the Board, all Assessments shall be payable annually. Any installment of an Assessment shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within five (5) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest at the rate provided in Section _____ of the *North Carolina* statutes calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand and may enforce collection of the full Assessment and all charges thereon in any manner authorized by law, the Declaration and these Bylaws.

SECTION 7. Remedies for Default. If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including foreclosure of the lien. Interest and all costs of such collection, including but not limited to court costs, lien fees, attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot.

ARTICLE VII MISCELLANEOUS

SECTION 1. Fiscal Year. The Association may adopt any fiscal year as determined by the Board.

SECTION 2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with *North Carolina* law, the Articles of Incorporation, the Declaration, or this Bylaws.

SECTION 3. Conflicts. If there are conflicts or inconsistencies between the provisions of *North Carolina* law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of *North Carolina* law, the Declaration, the Articles of Incorporation, and this Bylaws (in that order) shall prevail.

SECTION 4. Books and Records.

Inspection by Members. The membership book, account books and minutes of the Association, the Board and any committee shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within *Cabarrus County, North Carolina*, as the Board shall prescribe.

b. Rules for Inspection. The Board shall establish reasonable rules with respect to:

i. notice to be given to the custodian of the records by the Members desiring to make the inspection;

ii. hours and days of the week when such inspection may be made;
and

iii. payment of the cost of reproducing copies requested by a Member.

c. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 5. Notices. Unless otherwise provided in this Bylaws, all notices, demands, bills, statements, or other communications under this Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by telegram, telecopy, or electronic mail transmission or by United States mail, express mail, or courier service, with postage or fees prepaid:

if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the residence of such Owner; or

if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by the Board with written notice to the Owners.

In computing the period of time for the giving of a notice required or permitted under the articles, the regulations, or the bylaws of the Association, or a resolution of its Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is given by personal delivery or transmitted by telegram, telecopy, or electronic mail, the notice shall be deemed to have been given when delivered or transmitted. If notice is sent by United States mail, express mail, or courier service, the notice shall be deemed to have been given when deposited in the mail or with the courier service.

A written notice or report delivered as part of a newsletter or other publication regularly sent to the Members shall constitute a written notice or report if addressed or delivered to the Member's address shown in the Association's current list of members, or, in the case of Members who are residents of the same household and who have the same address in the Association's current list of Members, if addressed or delivered to one of such Members at the address appearing on the Association's current list of Members.

SECTION 6. Amendment. Except as otherwise provided by law or the Declaration, this Bylaws may be amended by a majority of the Members. During such time as the Declarant has the right to appoint Directors of the Association pursuant to Article XIII, Section 13.3 of the Declaration, the Declarant shall have the right to veto any amendment to this Bylaws which unreasonably impact Declarant's ability to sell Lots. Likewise, during such period, the Federal Housing Administration or the Veterans Administration shall have the right to veto any amendment, if either such agency is insuring or guaranteeing the mortgage on any Lot.

SECTION 7. Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide, provided, however, after having received the Board's report at the annual meeting, the Owners, by majority vote, may require the accounts of the Association to be audited as a Common Expense by a public accountant.

Adopted this _____ day of _____, 20____.

Space reserved for recording agencies

Exhibit D
Chart of Maintenance Responsibilities

Item of Maintenance*	Responsibility For Cost of Maintenance /Repair**	Responsibility For Performance of Maintenance/Repair**
Private Drive (if applicable)	Association	Association, including snow and ice removal; regular seal coating
Common Elements, Open Space	Association	Association
Individual Lot driveways	Lot Owner	Lot Owner, including snow and ice removal
Sidewalks along common areas fronting public streets	Association	Association, including snow and ice removal
Sidewalks within individual Lot lines	Lot Owner	Lot Owner, including snow and ice removal
Common area landscaping and lawn	Association	Association will perform common area maintenance as needed, mulch landscape beds and trim shrubs annually, maintain annual plantings and fertilize common area lawn areas 3-4 times annually.
Individual Lot lawn and landscaping	Lot Owner	Lot Owner

*** FOR ANY ITEM NOT LISTED THE RESPONSIBILITY FOR COST AND THE PERFORMANCE SHALL BE THE RESPONSIBILITY OF THE OWNER OF THAT ITEM.**

**** UNLESS OTHERWISE PROVIDED IN THE DECLARATION, MAINTENANCE/REPAIR SHALL INCLUDE THE OBLIGATION TO REPLACE.**

*****(*Optional*) EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT UNDER THE COMMON LAW OF THE STATE OF *NORTH CAROLINA*, NO OWNER OF REAL PROPERTY IS OBLIGATED TO REMOVE THE NATURAL ACCUMULATIONS OF ICE AND SNOW AND IS NOT LIABLE FOR INJURIES**

CAUSED AS A RESULT OF THE SNOW OR ICE. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES ON BEHALF OF THE OWNER, THE OWNERS HEIRS, SUCCESSORS AND ASSIGNS AND ALL OCCUPANTS, THAT THE ASSOCIATION'S RESPONSIBILITY TO PLOW SNOW SHALL NOT BE CONSTRUED AS AN ASSUMPTION OF THE OBLIGATION TO REMOVE ALL SNOW AND ICE. THE ASSOCIATION, IN ITS SOLE DISCRETION, SHALL DETERMINE THE NEED FOR SNOW PLOWING. EACH OWNER AND OCCUPANT SHALL REPORT ANY UNNATURAL ACCUMULATIONS OF ICE AND SNOW TO THE ASSOCIATION. THE ASSOCIATION, ITS DIRECTORS, AGENTS, CONTRACTORS AND ASSIGNS, SHALL NOT BE LIABLE FOR ANY INJURY CAUSED AS A RESULT OF SNOW OR ICE, UNLESS IN BREACH OF THE DUTY AS SET FORTH HEREIN.

THE ASSOCIATION SHALL NOT BE REQUIRED TO REMOVE OR PLOW ICE AND SNOW UNLESS UNTIL A DEPTH OF 2 INCHES.

SCANNED AND RETURNED

FILED
 CABARRUS COUNTY NC
 WAYNE NIXON
 REGISTER OF DEEDS
 FILED Mar 13, 2026
 AT 03:36 pm
 BOOK 17889
 START PAGE 0103
 END PAGE 0112
 INSTRUMENT # 05698
 EXCISE TAX \$0.00
 MNS

This space reserved for recording purposes
 Prepared by and Return: Douglas L. Hall, County Attorney & General Counsel, Cabarrus County

STATE OF NORTH CAROLINA

CABARRUS COUNTY PLANNING
AND ZONING COMMISSION

COUNTY OF CABARRUS

BOARD OF ADJUSTMENT

VARN 2025-00006

PIN 4693-55-3001-0000

4693-44-8805-0000

In Re:

SHERWOOD MORRIS INVESTMENTS, LLC,)
 Applicant;)
 HARRY T. MORRIS REVOCABLE LIVING)
 TRUST and the)
 MARALYN R. MORRIS REVOCABLE LIVING)
 TRUST, Owner(s))
 _____)

ORDER GRANTING VARIANCE

THIS MATTER came before the Cabarrus County Planning and Zoning Commission, sitting as the Board of Adjustment, on October 14, 2025, and December 9, 2025 upon the application of Sherwood Morris Investments, LLC (hereinafter referred to as "SMI") for three variances on the above identified property granting relief from Chapter 5, Section 5-7.D.2.C, Arterial Street Buffer Required; Chapter 15, Section 15-9, Cul-de-sac Length; and Chapter 15, Section 15-9, Connections to Adjacent Properties of the Planning & Development Ordinance.

Notice was given to the Applicant and to adjacent Property owners as required by law.

Nine Board members were able to hear this variance application on December 9, 2025, to wit: Chair Michael Bywaletz, Chris Pinto, Charles Paxton, Adam Dagenhart, Ingrid Nurse, Mohammed Idlibi, Brent Rockett, Holly Edwards, and Stephen Wise. This constituted a quorum of the nine seat

Board.

Attending from the Planning Department were Phil Collins, Planning Supervisor; Susie Morris, Planning & Development Director; Lisa Johnson, Clerk to the Commission; Joe Untz, developer for the project and representative of the Applicant; Lucas Hanna and Nicholas Vesely of Peninsula Civil Design; and Douglas Hall, County Attorney. The Applicant appeared pro se in the preparation of their application and in all hearings.

All of the witnesses were duly sworn, and documents were received in evidence. Staff presented a report, then the Applicant through its representatives testified in support of the variance request. Multiple third parties and neighboring property owners appeared at the public hearing on this matter, all expressing comments disfavoring or opposing granting the relief sought.

After hearing and receiving the evidence, the Board makes the following

FINDINGS OF FACT:

1. At the October 14, 2025 hearing, seven of nine Board of Adjustment members were present. Because a 4/5 (four-fifths) vote of the Board of Adjustment to approve a variance is required by Statute, at least 8 members of a nine member board must vote in the affirmative for a variance to be granted ($4/5$ or $80\% \times 9 = 7.2$ which must be rounded to 8). Vacant seats and members who recuse themselves are not counted towards this requirement, however, the two vacant seats were due to absences. At the time, the Board of Adjustment did not have any Alternates appointed at all by the Board of Commissioners, therefore, no Alternates were available to be seated and hear the matter.
2. Because the public hearing had been advertised and a number of neighbors were present to speak at same, the Board of Adjustment with the consent of the Applicant's representative, Mr. Joe Untz, proceeded to (1) hear the Staff report, (2) hear from the Applicant, and (3) conduct the public hearing for the convenience of those present.
3. The Board of Adjustment then closed this matter without deliberating, since an insufficient number of members were present.
4. The Board of Adjustment returned to the matter at the December 9, 2025 session and began deliberation at that time with a full roster of nine members. The members who were not in attendance at the November session previously read the minutes and reviewed the exhibits and audio recording of same, so that all nine members had the same information before them in their deliberations.
5. The Applicant's representatives and Staff were available to answer any follow-up questions the Board members had at the December session as they engaged in deliberations.

6. The subject property is located at 6950 Stirewalt Road, Concord, N.C. 28081 consisting of a 2.43-acre tract with a home to be demolished, and a surrounding 98.58-acre tract, both of which are under common ownership.
7. The Applicant is proposing an AO open space design major subdivision project for the subject property and is currently in the preliminary development review process. The proposed design of the development, as is currently drawn, does not meet the identified standards of the Ordinance. Variances will be needed for the project to proceed, or a redesign of the proposed development will be required.
8. The applicant is seeking relief from the following standards of the Cabarrus County Development Ordinance:

Chapter 5, Section 5-7.D.2.C, Arterial Street Buffer Required;
Chapter 15, Section 15-9, Cul-de-sac Length; and
Chapter 15, Section 15-9, Connections to Adjacent Properties (a “stub street”).
9. The subject property is located within the protected area of the Coddle Creek watershed. Most of the subject property is currently vacant and undeveloped. A residence and accessory structure occupy a small area in the middle of the subject property.
10. There are numerous conditions on the subject property which limit available development layouts and options. Mill Creek traverses the subject property from north to south along the western boundary. Regulated Special Flood Hazard Area (SFHA) and wetlands are located on the subject property along and near Mill Creek. An unnamed intermittent stream feeds into Mill Creek traversing the subject property from east to west through its northern half.
11. There are two Duke Power rights-of-way on the subject property. A 200-foot Duke Power transmission line right-of-way traverses the western side of the subject property from southeast to northwest and contains two power lines. The second, smaller right of way, is to the western side of the larger Duke Power right of way. It turns westward, exiting the larger right of way, proceeds west towards the SFHA and exits the subject property. A Town of Midland 30-foot utility easement for the Monroe-Midland Gas Line runs concurrently next to the transmission line, along with a fiber optic line.
12. The subject property is surrounded by residential and vacant properties. Surrounding zoning districts consist of Agricultural Open Space (AO) and Kannapolis (R-1). All surrounding properties are in either the Coddle Creek Watershed Critical Area or Coddle Creek Watershed Protected Area and are subject to the Watershed Overlay Zone as described in Chapter 4.

13. NCDOT reviewed the request and submitted the following comment: “We have not begun reviews on this site or received anything from the engineer about the sight distance or accesses. Until we receive that, we cannot make a determination on turn lanes. We also currently do not have any comments on interior roads until we have a full set of plans”.
14. The applicant has not submitted a preliminary plat for review or approval for Planning and Zoning Commission consideration. The exhibit provided as part of the application is for illustrative purposes only and is conceptual in nature.

VARIANCE 1:

Chapter 5, Section 5-7.D.2.C, Arterial Street Buffer Required

15. In seeking relief from the above referenced three standards of the Cabarrus County Development Ordinance, the Applicant contends that the 50-foot arterial buffer is unreasonable and that the NCDOT classification of Stirewalt Road does not warrant the required buffer to meet the intent of the code. The applicant would be agreeable to a reduced buffer of 25 feet and/or enhanced plantings along the frontage to supplement the required street trees.
16. The Applicant did not object to the requirement of a *perimeter buffer* around the remainder of the entire property, which is a separate requirement from the 50-foot arterial buffer.
17. The Applicant contended that Stirewalt Road is not an “arterial street” because it is not classified as such by the NCDOT. Stirewalt Road is classified by NCDOT as a Class 7 or “local road”.
18. Planning Director, Susie Morris, testified that the County does not in fact classify streets as does the NCDOT, and that an “arterial street” buffer called for by the Ordinance is a reference to a buffer requirement along the public road or highway feeding the entrance to any major subdivision. The Ordinance requires this buffer regardless of how the NCDOT classifies Stirewalt Road.
19. Extensive discussion ensued during this hearing between the Board and the Applicant representatives about alternative proposals that would be possible variances in response to this request.
20. Unnecessary hardship would result from the strict application of the Ordinance. It is not physically possible to install the required buffer due to the Duke Power easement(s) which cannot have an installed berm or vegetation, as well as the space constraints in the overall project precipitated by numerous challenges set forth in this

feet.

28. The Applicant contends that without this variance, they would not be able to utilize about 30 to 40 percent of the property because they would not be able to cross the Duke Power Transmission Lines. That would result in not being able to utilize the whole rear portion of the property. The property is significantly restricted by perennial buffers, Duke Transmission lines and Midland Gas Transmission line.
29. The Applicant contends, therefore, that since the NCDOT is willing to accept the subdivision roads as designed into the State road system for maintenance, and due to the aforesaid limitations on the ground, the Applicant should be allowed a variance for the 1,247-foot length.
30. The Applicant is also willing to install roads with a travelled surface 24-26 feet in width, whereas NCDOT only requires a travelled surface 18 feet in width, as a safety accommodation to offset the increased length if the Fire Marshal requires same.
31. Unnecessary hardship would result from the strict application of the Ordinance. It is not physically possible to access a large portion of the property without a variance on the road or cul-de-sac length requirements of the Ordinance. It is not necessary to demonstrate that in the absence of a variance, no reasonable use can be made of the property;
32. The hardship results from conditions that are peculiar to the property, namely the topography, streams and other natural water features, and easements for power and natural gas lines.
33. The hardship did not result from actions taken by the applicant or the property owner. These conditions existed when the Applicant purchased the property.
34. The requested variance is consistent with the spirit, purpose and intent of the Ordinance such that public safety is secured, and substantial justice is achieved. The Applicant has exhausted all options with regards to designing a reasonable means of accessing the developable portions of the property in complete compliance with the Planning and Development Ordinance;
35. The Board approved 9-0 to allow a variance of this requirement, and allow cul-de-sac road lengths of up to 1,250 feet in the project subdivision if site plan and preliminary plat approval is later granted.

VARIANCE 3:
Chapter 15, Section 15-9, Connections to Adjacent Properties

36. Pursuant to Chapter 15 Chapter 15, Section 15-9, Road Design Standards, Connections to Adjacent Properties: Where necessary to provide access or to permit the reasonable future subdivision or development of adjacent land, rights-of-way and improvements shall be extended to the boundary of a development.
37. Connections shall be placed at locations where future connection can be made at a reasonable cost and shall not be directed into wetlands, creeks, steep slopes, or other locations that would make the future extension of the road impractical.
38. A temporary turnaround may be required where the dead end exceeds 250 feet in length. Where such a connection has been established on adjacent property, each new subdivision shall be required to extend the connection as a link in the proposed subdivision street network.
39. The applicant contends that the site plan, survey and other exhibits showing the adjacent properties to the north, demonstrate that there is no reason to extend a stub street to the adjacent property. The applicant would be agreeable to requiring all land in the development area north of the intermittent stream, as outlined on the proposed site plan, to be required to be dedicated as open space, and not available for development, ensuring no extension to the north is needed in the future.
40. The Applicant contends they are not required to make an adjacent connection if there is an undue hardship of crossing a creek, stream, wetland or anything that would cause substantial cost.
41. There also exists a topography issue in the area of a possible stub street. To traverse the northern boundary of the property with a stub street, slope is encountered above the 15 percent maximum per NCDOT standards. A substantial amount of fill would be needed, and cause possible impact to streams in that area. The properties which might connect to a stub street already have direct access to a public road.
42. Unnecessary hardship would result from the strict application of the Ordinance. It is not physically possible to install connecting streets due to all of the foregoing factors, or, if it can be done it would be at excessive expense. It is not necessary to demonstrate that in the absence of a variance, no reasonable use can be made of the property.
43. The hardship results from all of the aforesaid conditions that are peculiar to the property.
44. The hardship from these external factors and conditions did not result from actions taken by the applicant or the property owner.

45. The requested variance is consistent with the spirit, purpose and intent of the Ordinance such that public safety is secured, and substantial justice is achieved. The Applicant has exhausted all options with regards to designing a connecting street plan in compliance with the Planning and Development Ordinance.
46. The Board approved 9-0 to allow a variance of this requirement, and waive the requirement for any connecting streets in the planned development.

Based on the foregoing Findings of Fact, the Board enters into the following

CONCLUSIONS OF LAW:

This matter is properly before the Board, and the Board adopts and incorporates by reference the above Findings of Fact. The Applicant has provided substantial, material and competent evidence to support the variance request.

Based on the foregoing Findings of Fact and Conclusions of Law, the Cabarrus County Planning and Zoning Commission sitting as the Board of Adjustment hereby enters into the following

ORDER:

Chapter 5, Section 5-7.D.2.C, Arterial Street Buffer Required is hereby varied to allow a 50-foot buffer along Stirewalt Road being 25 feet of open, HOA controlled open space and an additional 25 feet of buffer on each of the four lots facing Stirewalt Road, to be maintained by the HOA and designated as "limited common area" or similar on the final plan, with a 3- foot tall berm along the length of the road frontage buffer area (either in the open space or in the limited common area portion);

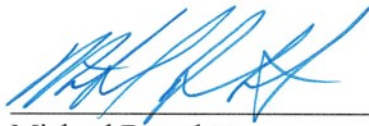
Chapter 15, Section 15-9, Cul-de-sac Length is hereby varied to allow cul-de-sac road lengths of up to 1,250 feet in the project subdivision if site plan and preliminary plat approval is later granted; and

Chapter 15, Section 15-9, Connections to Adjacent Properties (a "stub street") is hereby varied and waived in its entirety for this project.

The votes by the Board on these variances were 8-1, 9-0 and 9-0 respectively. The special conditions for approval of the variance are attached as Exhibit A and incorporated by reference.

This variance Order shall be appurtenant and run with the land with reference to the Property, and shall be recorded in the Cabarrus County Public Registry.

This 13 day of March, 2026, *nunc pro tunc* to Dec. 9, 2025.



Michael Bywaletz
Chair, Cabarrus County Planning and Zoning
Commission
Sitting as the Board of Adjustment

ATTEST:

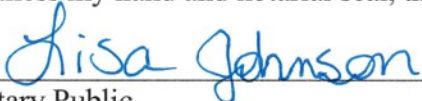


Lisa Johnson,
Clerk to the Planning Board

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, Lisa Johnson, a Notary Public in and for the said State and County do hereby certify that Michael Bywaletz as Chair of the Cabarrus County Board of Adjustment personally appeared before me this day and acknowledged the due execution of the foregoing Order.

Witness my hand and notarial seal, this 13th day of March, 2026.



Notary Public

My Commission Expires: 4-15-27



EXHIBIT A
SPECIAL CONDITIONS

1. The Applicant or Board must record this granting order, stating any conditions of approval;
2. The preliminary plat must accurately reflect any variances approved by the Board of Adjustment as reflected and presented on the illustrative plan to be used as the exhibit for the Granting Order. Any material deviations from the illustrative plan in the sole judgment of County staff will need additional review and approval by the Board of Adjustment.

PLANNING STAFF REPORT
CABARRUS COUNTY PLANNING AND ZONING COMMISSION
7/14/2026

Staff Use Only:
Approved: _____
Denied: _____
Tabled: _____

Petition: RZON2026-00003 Rezoning

Applicant Information:	Robert & Sarah Malina and Jeffrey & Anne Robinson	
Owner Information:	Robert & Sarah Malina 3110 Barr Road Kannapolis NC 28027	Jeffrey & Anne Robinson 3004 Barr Road Kannapolis NC 28027
Existing Zoning:	Kannapolis R1 (Residential 1)	
Proposed Zoning:	Cabarrus County AO (Agricultural/Open Space)	
Existing Permitted Uses:	All uses permitted in the Kannapolis R1 zoning district are permitted by right on the subject property.	
Proposed Uses:	All uses allowed in the AO zoning district.	
Parcel ID Numbers:	4692-75-9333 (Malina) and 4692-85-4212 (Robinson)	
Property Addresses:	3110 and 3004 Barr Road	
Area in Acres:	± 4.7 acres & ± 11.31 acres	
Site Description:	The subject property is made up of two separate tracts of land, PIN 4692-75-9333, and PIN 4692-85-42120. The properties were de-annexed from Kannapolis per Session Law 2026-02 (SL 2025-20/SB 214) effective June 30, 2026. Parts of both properties are in the Critical Area of the Coddle Creek Watershed.	
Adjacent Land Use:	The subject properties are surrounded by single-family residential homes. Properties to the North, south and east of the subject property are in the City of Kannapolis. Properties to the west are in unincorporated Cabarrus County.	
Surrounding Zoning:	North: City of Kannapolis Residential 1 (R1) East: City of Kannapolis Residential 1 (R1) South: City of Kannapolis Residential 1 (R1) West: Agricultural/Open Space (AO)	
Utility Service Provider:	The subject properties are currently served by private well and on-site wastewater disposal systems (septic).	

Exhibits

EXHIBIT A – Staff Report
EXHIBIT B – Property Deeds
EXHIBIT C – Property Maps
EXHIBIT D – Adjacent Property Owner & Property Owner Letters
EXHIBIT E – State Legislation

Intent of Zoning Districts

PROPOSED DISTRICT: AGRICULTURAL OPEN (AO)

This district is comprised mostly of lands usually found on the eastern side of the County which, due to physical characteristics such as soil type, topography, etc., should remain agrarian. To a lesser degree, these are also those lands which are conducive to providing recreationally oriented open space. These land areas should remain the farmland and undeveloped/forested land of the County. Public utilities will not be planned for these areas. Consequently, residential uses that support those working and/or owning the land, home occupations allied with existing residences, and very limited business endeavors are envisioned as complementary to the area. In sum, the primary activity of these lands is agricultural - housing and business are typically related to, and supportive of, the practice of modern-day agriculture. It is not, however, improbable that a small hamlet type settlement might evolve in this zoning district. As to those areas constituting open space, manmade uses must take care to enhance and not detract from the essential character of the area.

RATIONALE

Cabarrus County, due largely to its proximity to the Charlotte-Mecklenburg metropolitan area, is in a growth mode which will, in all probability, continue. While the issue of farmland preservation may ultimately be more driven by market economics, it still behooves policy makers to prudently attempt farmland preservation. Less a matter of market economics is the concept of retaining unspoiled, undeveloped lands for future generations to enjoy.

EXISTING DISTRICT: CITY OF KANNAPOLIS RESIDENTIAL 1 (R1)

The purpose of the Residential 1 (R1) District is to provide lands for large-lot suburban neighborhoods that accommodate single-family detached homes at a maximum density of one unit per acre. The district supports a low-density residential environment and may include compatible public, civic, and institutional uses.

Agency Review Comments

Planning Review:

Staff Report. Phillip Collins, Planning Supervisor, Cabarrus County

NCDOT Review:

*NCDOT is fine with the proposed zoning based upon the proposed legislation surrounding the property.
Marc Morgan, Division Engineer, NCDOT*

Fire Marshal Review:

Properties have been placed in the Kannapolis Rural District effective July 1, 2026. Jacob Thompson, Cabarrus County Fire Marshal

EMS Review:

No issues from EMS. Justin Brines, Cabarrus County EMS Deputy Chief

Soil and Water Review:

*The property has part of the protected water supply watershed and some hydric soils present.
Abby Weinshenker, Resource Education Coordinator, Cabarrus Soil & Water Conversation District*

Land Use Plan Analysis

The subject properties are discussed in the Northwest Cabarrus Small Area Plan and are designated as low density residential. Low density residential areas are characterized by low- to moderate-density residential development of .5 acres up to 1.5 units per acre if additional development standards are met.

The Critical Area of the Coddle Creek WS II Watershed extends onto the front portion of the subject properties. Densities in this area are limited pursuant to Chapter 4, Part I, Watershed Overlay Zone.

Conclusions

- North Carolina General Statute 160D-202 (h) Relinquishment of Jurisdiction states that when a city relinquishes jurisdiction over an area that it is regulating under this Chapter to a county, the city development regulations and powers of enforcement shall remain in effect until (i) the county has adopted such development regulation or (ii) a period of 60 days has elapsed following the action by which the city relinquished jurisdiction, whichever is sooner. Prior to the transfer of jurisdiction, the county may hold hearings and take other measures consistent with G.S. 160D-204 that may be required to adopt and apply its development regulations for the area at the same time it assumes jurisdiction.
 - The subject properties were removed from the city limits of Kannapolis by SL 2026-02.
 - SL 2026-02 stated that the action was effective June 30, 2024.
 - Cabarrus County has 60 days from the effective date to place zoning on the property.
- The subject properties are in the Kannapolis Annexation and Utility Service Area.
- Surrounding unincorporated properties in the area have Agriculture Open Space (AO) zoning.

This is a conventional rezoning request; therefore, all uses permitted within the AO zoning district would be allowed and the development standards of the Coddle Creek Watershed Overlay, along with all other applicable Overlay standards would apply to the subject property if approved. The Planning and Zoning Commission should consider all the information provided and determine if the proposed rezoning is consistent with the Commission's vision for this area of Cabarrus County.

BOOK 1219 PAGE 110

006817

CABARRUS COUNTY

04-04-94



\$96.00

Real Estate
Excise Tax

Excise Tax \$96

 BOOK FILED
 PAGE
 APR 4 10 31 AM '94
 CHARLIE
 REGISTER
 CABARRUS
 NC

Recording Time, Book and Page

 Tax Lot No. _____ Parcel Identifier No. _____
 Verified by _____ County on the _____ day of _____, 19____
 by _____

 Mail after recording to M. Slate Tuttle, Jr., Williams, Boger, Grady, Davis & Tuttle,
 P.A., P. O. Box 2, Kannapolis, North Carolina 28082-0002

 This instrument was prepared by M. Slate Tuttle, Jr., Attorney at Law, Kannapolis, N.C.
 Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

 THIS DEED made this 30th day of March, 19 94, by and between

GRANTOR

 DAVID B. AUSTIN and wife,
 PATRICIA T. AUSTIN, by her Attorney-in-Fact, David B. Austin; and
 WILLIAM S. AUSTIN (Pre-Marital Agreement)

GRANTEE

 JEFFREY S. ROBINSON and wife,
 ANNE F. ROBINSON

 116 Woodbrook Place
 Concord N.C. 28025

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, Number Four _____ Township, Cabarrus _____ County, North Carolina and more particularly described as follows:

Lying and being in Number Four Township, Cabarrus County, North Carolina, and being all of LOT NO. 13, of HAWK HILL, Section II, as shown on the map thereof recorded in Book 26, page 73, of the Cabarrus County Registry, reference to which map is hereby made for a more complete description by metes and bounds.

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book 26 page 70

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Subject to the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS for HAWK HILL Subdivision and the right-of-way of Hawk Nest Drive; easements and rights-of-way of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: _____

President

ATTEST: _____

Secretary (Corporate Seal)

(Corporate Name)

By: _____

President

ATTEST: _____

Secretary (Corporate Seal)

USE BLACK INK ONLY

David B. Austin (SEAL)
David B. Austin

Patricia T. Austin, by David B. Austin (SEAL)
Patricia T. Austin, by her

Attorney-in-Fact, David B. Austin (SEAL)

William S. Austin (SEAL)
William S. Austin

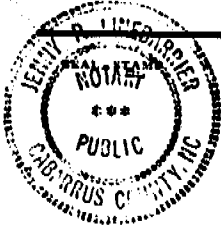
USE BLACK INK ONLY

(SEAL)

(SEAL)

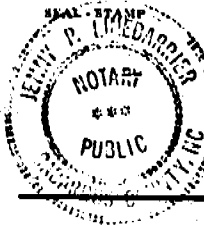
(SEAL)

(SEAL)

NORTH CAROLINA, Cabarrus County.I, a Notary Public of the County and State aforesaid, certify that David B. Austin

Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 31st day of March, 1994.My commission expires: 11-19-95

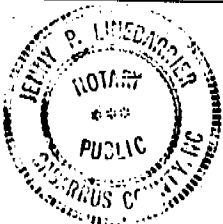
Notary Public
NORTH CAROLINA, Cabarrus County.I, a Notary Public of the County and State aforesaid, certify that William S. Austin
(Pre-Marital Agreement)

Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 31st day of March, 1994.My commission expires: 11-19-95

Notary Public
NORTH CAROLINA
CABARRUS COUNTY

I, a Notary Public in and for Cabarrus County, North Carolina, do hereby certify that David B. Austin, Attorney-in-Fact for Patricia T. Austin, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing instrument for and in behalf of Patricia T. Austin, and that his authority to execute and acknowledge said instrument is contained in an instrument properly executed and acknowledged and duly recorded in the office of the Register of Deeds for Cabarrus County in Records Book 799, page 320, on the 23rd day of July, 1991, and that this instrument was executed under and by virtue of the authority given by said instrument granting him Power of Attorney; that the said David B. Austin acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and in behalf of the said Patricia T. Austin.

WITNESS my hand and notarial stamp or seal, this the 31st day of March, 1994.

Notary Public
My commission expires: 11-19-95.

I, a Notary Public of the County and State aforesaid, certify that _____

personally came before me this day and acknowledged that _____ he is _____ Secretary of

_____ a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its _____

President, sealed with its corporate seal and attested by _____ as its _____ Secretary.

Witness my hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: _____ Notary Public

N.C. Cabarrus Co.

The foregoing Certificate(s) of _____

A Notary Public
I/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof. CHARLES B. RISS

REGISTER OF DEEDS

REGISTER OF DEEDS FOR Cabarrus COUNTYBy Jane A. Giles Deputy/Assistant-Register of Deeds.4-4-94

024384

2289 PAGE 225

CABARRUS COUNTY NC 09/04/98
\$160.00Real Estate
Excise Tax

Excise Tax \$ 160.00

FILED

BOOK PAGE

SEP 4 10 01 AM '98

CHARLES W. ROSS
REGISTER OF DEEDS
CABARRUS COUNTY, N.C.

Recording Time, Book and Page

Tax Lot No.

Verified by _____ County on the _____ day of _____, 19____

Parcel Identifier No. 04-50-32.00

Mail after recording to Grantee

This instrument was prepared by Kellam & Parnell

Brief Description for the Index

2481 Chevron Road

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made August _____, 1998, by and between

GRANTOR

FRED H. WELLS
and wife,
ANN MARIE WELLS

GRANTEE

ROBERT MALINA
and wife,
SARAH MALINA3110 Barr Road
Concord, NC 28025

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of, Township, Cabarrus County, North Carolina and more particularly described as follows:

See attached description marked Exhibit "A" and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2139, Page 345.

A map showing the above described property is recorded in Plat Book , Page .

TO HAVE AND TO HOLD the sforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Easements and restrictions of record.

Ad valorem property taxes.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: _____

President

ATTEST: _____

Secretary (Corporate Seal)

USE BLACK INK ONLY

Fred H. Wells (SEAL)
Fred H. Wells

Ann Marie Wells (SEAL)
Ann Marie Wells

(SEAL)

(SEAL)



NORTH CAROLINA, Westernburg County.
I, A. M. Troiano, Jr., a Notary Public of the County and State aforesaid, certify that Fred H. Wells and wife Ann Marie Wells personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 31 day of August, 1998.

My commission expires: 2-16-2002

A. M. Troiano, Jr. Notary Public

SEAL-STAMP

USE BLACK INK ONLY

NORTH CAROLINA, _____ County.
I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he/she is _____ Secretary of, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by him/her as its _____ Secretary. Witness my hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

The foregoing Certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered on the date and in the Book and Page shown on the first page hereof.

By Charles B. Ross REGISTER OF DEEDS FOR Calabrus COUNTY
9-4-98 Deputy/Assistant-Register of Deeds.

2289 227

Exhibit A

Lying and being situated in CABARRUS County, North Carolina, and more particularly described as follows:

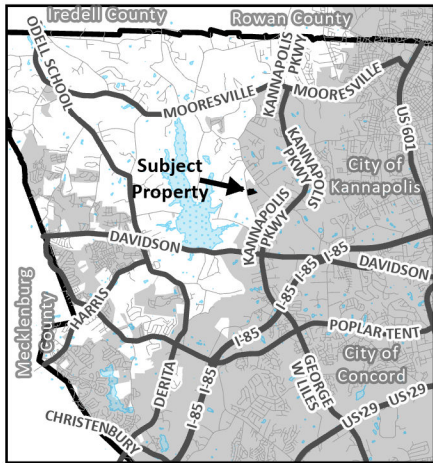
BEGINNING at a point in the center of Barr Road, a corner of the property conveyed to Erin O. Marco and husband, Mark C. Marco, by deed recorded in Book 1282, Page 249 of the Cabarrus County Registry, and running thence N. 76-35-58 E. (crossing an iron at 10 feet in the easterly edge of the right-of-way) 220.2 feet to an iron; thence N. 13-05 E. 111.86 feet to a point; thence S. 87-12-45 E. 166.15 feet to an iron; thence S. 7-59-32 E. (crossing an iron at 59.07 feet) 358.31 feet to an iron; thence S. 28-30-15 W. 259.24 feet to an iron; thence S. 89-11-06 W. (crossing an iron at 250.10 feet) 280.53 feet to an iron in the center of Barr Road; thence with the center of Barr Road, W. 06-42-16 W. 438.87 feet to the point of BEGINNING, and containing 4.70 acres, more or less, all as shown on survey of Billy B. Long, R.L.S., dated July 27, 1994.

Being also known as 3110 Barr Road, Concord, NC 28025.

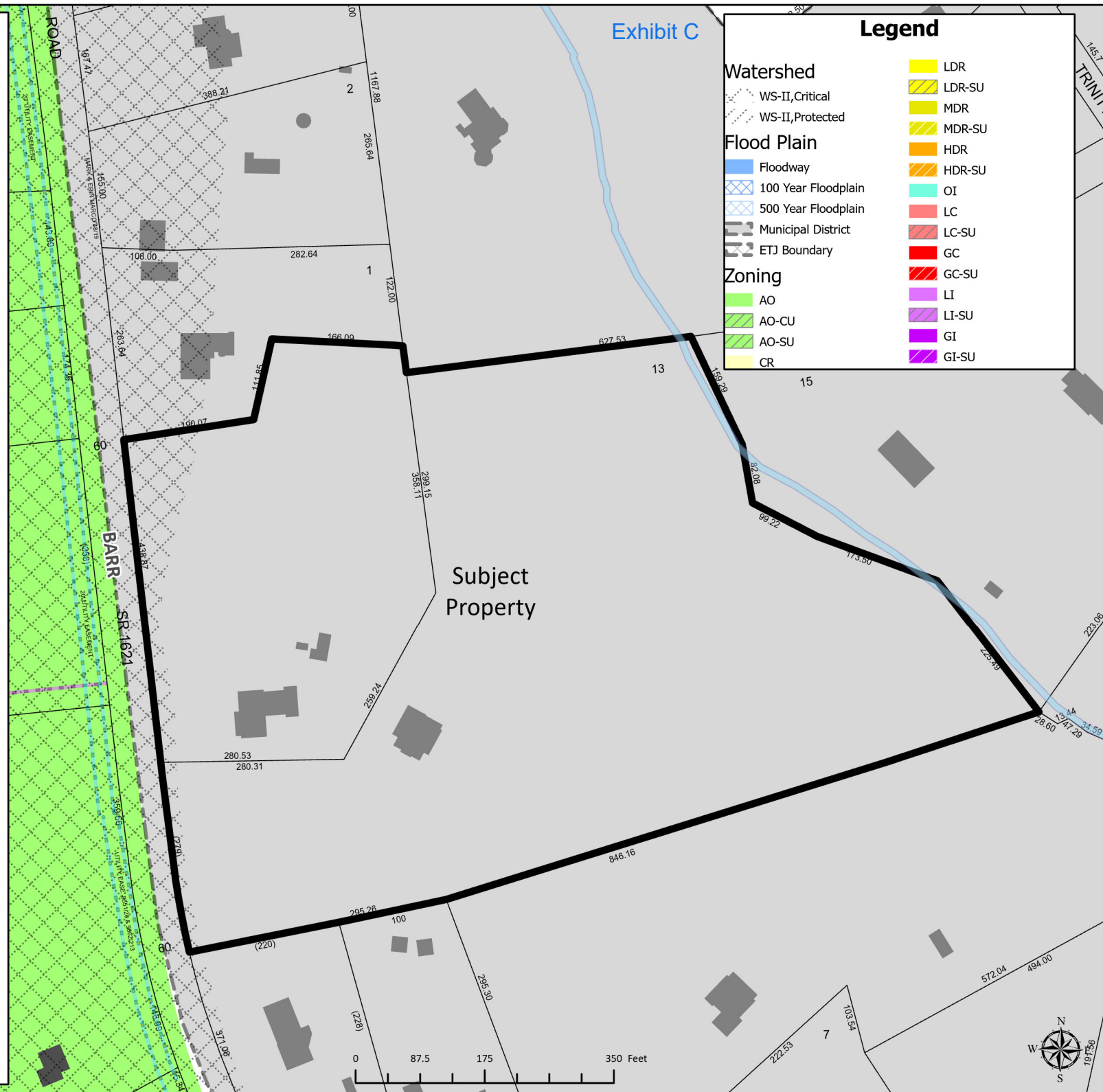
Western Planning Area Zoning Map



Applicant: Cabarrus County
 Owner: Robert & Sarah Malina and
 Jeffrey & Anne Robinson
 Case: RZON2026-00003
 Address: 3004, 3030 & 3110 Barr Rd
 Purpose: Rezone from Kannapolis
 R1 to Cabarrus County AO
 PIN: 4692-75-9333 & 4692-85-4212



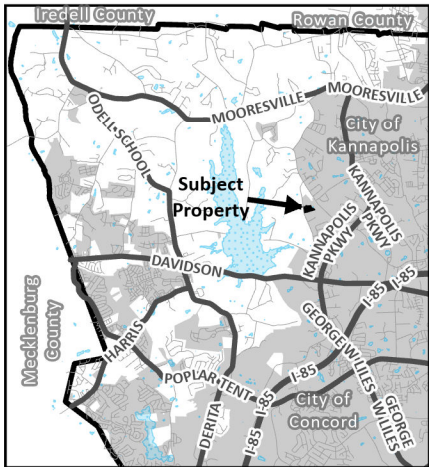
Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data. Map prepared by Cabarrus County Planning and Development July, 2026



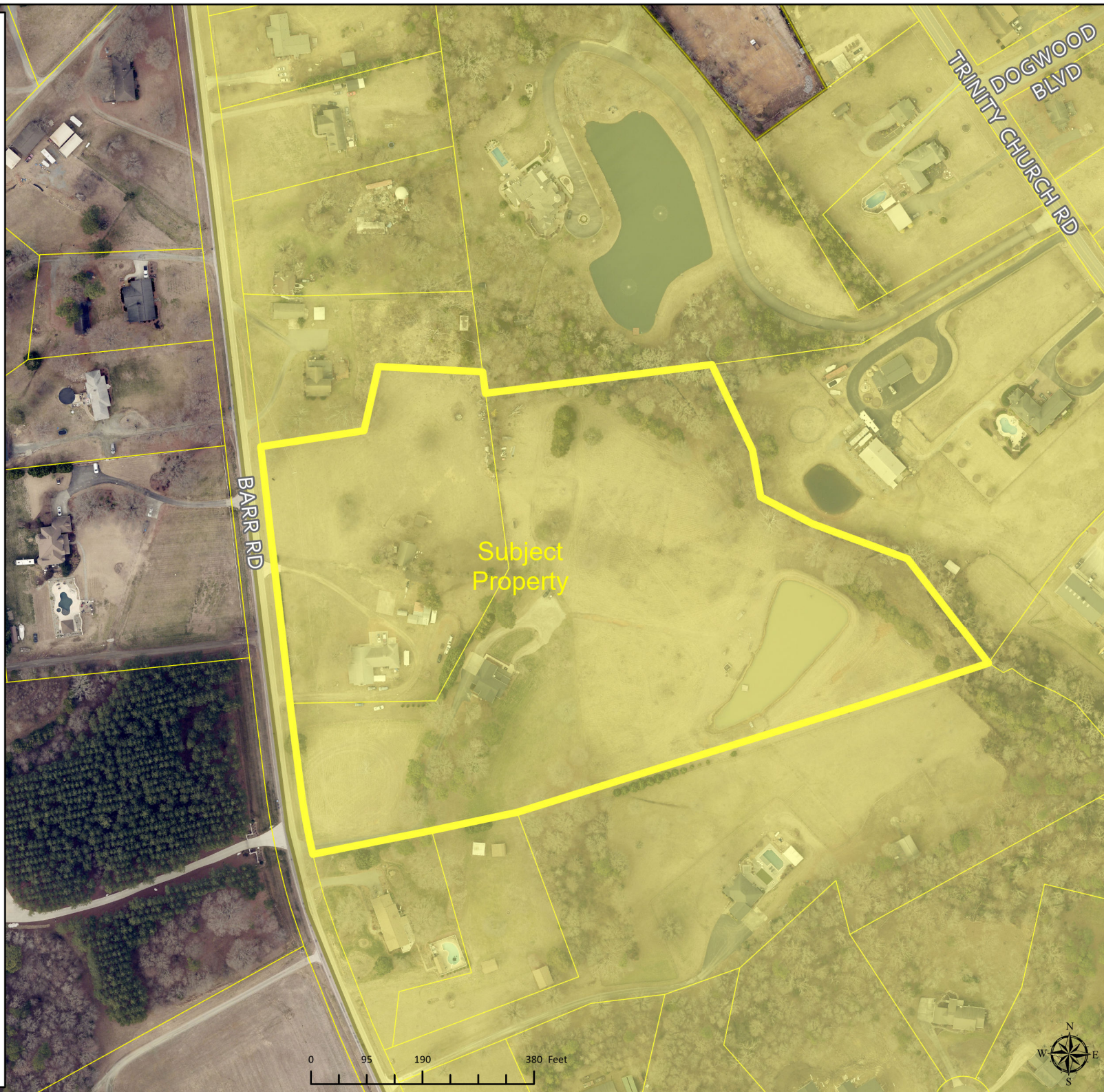
Western Planning Area
Aerial Map



Applicant: Cabarrus County
Owner: Robert & Sarah Malina and
Jeffrey & Anne Robinson
Case: RZON2026-00003
Address: 3004, 3030 & 3110 Barr Rd
Purpose: Rezone from Kannapolis
R1 to Cabarrus County AO
PIN: 4692-75-9333 & 4692-85-4212



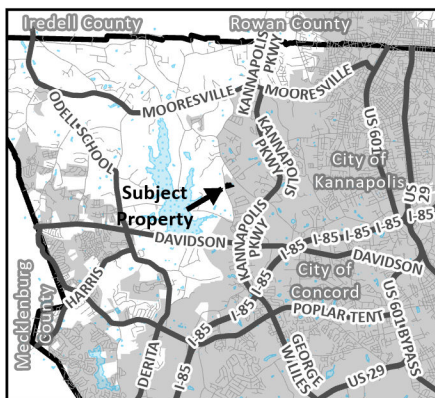
Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data. Map prepared by Cabarrus County Planning and Development July, 2026



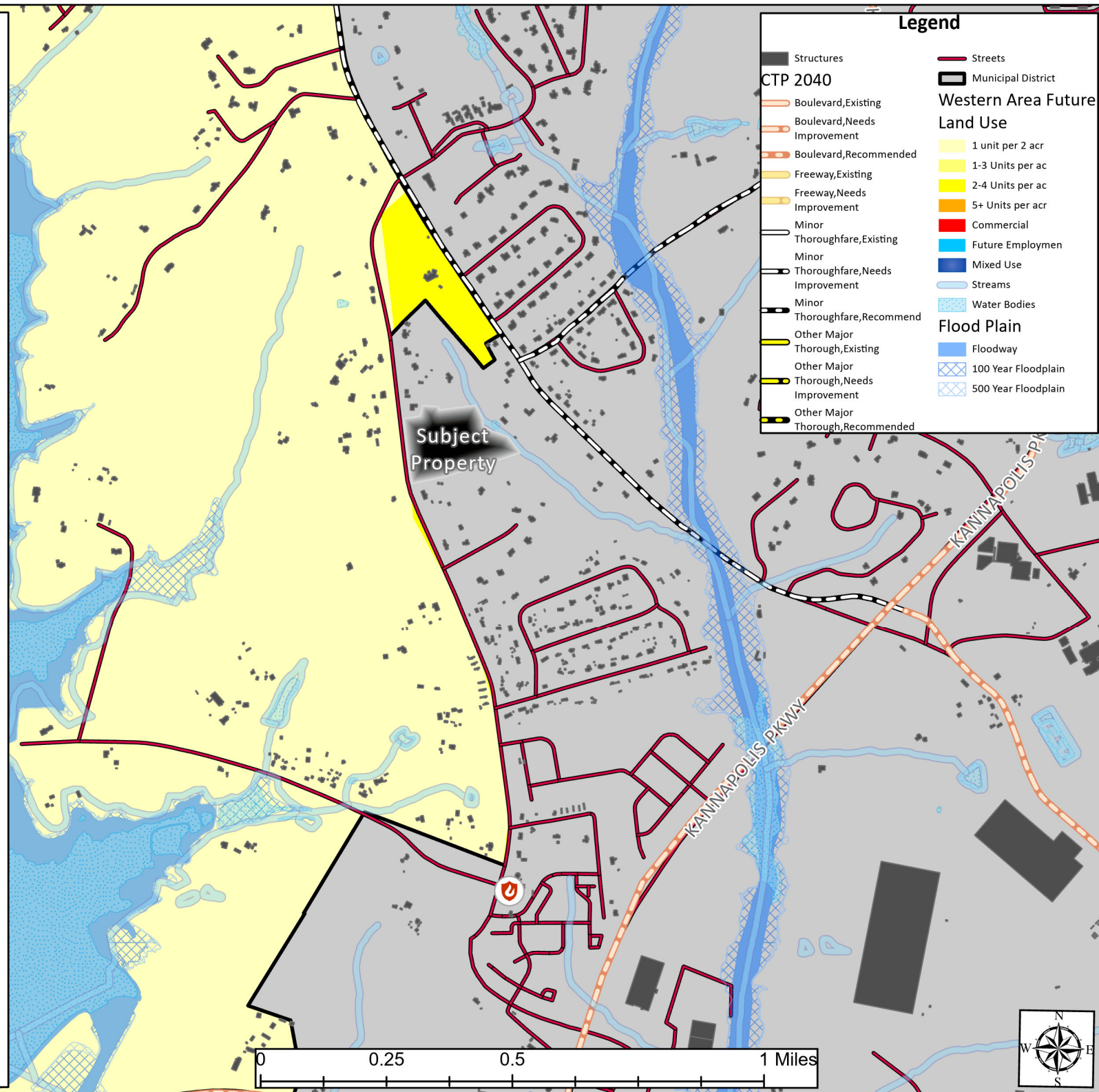
Western Planning Area Future Land Use Map



Applicant: Cabarrus County
 Owner: Robert & Sarah Malina and
 Jeffrey & Anne Robinson
 Case: RZON2026-00003
 Address: 3004, 3030 & 3110 Barr Rd
 Purpose: Rezone from Kannapolis
 R1 to Cabarrus County AO
 PIN: 4692-75-9333 & 4692-85-4212



Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data. Map prepared by Cabarrus County Planning and Development July 16, 2026





Cabarrus County Government – Planning and Development Department

June 22, 2026

Dear Property Owner:

Your property was recently de-annexed from the corporate limits of the City of Kannapolis. Cabarrus County is now requesting to administratively place a Cabarrus County zoning designation the property as Kannapolis City zoning will no longer be in effect. The specifics of the request are listed below. The Cabarrus County Planning and Zoning Board will consider this petition on Tuesday, July 14th at 6:30 PM in the 2nd floor Commissioner's Chambers of the Cabarrus County Governmental Center, located at 65 Church Street S Concord, NC 28025. A Public Hearing will be conducted, and public input will be allowed during that time. If you have any comments about the rezoning request, I encourage you to attend this meeting.

• Petitioner	Cabarrus County
• Petition Number	RZON2026-00003
• Property Location	3004, 3030 & 3110 Barr Rd
• Parcel ID Number	4692-75-9333 & 4692-85-4212
• Existing Zoning	Kannapolis Residential 1 (R1) District
• Proposed Zoning Map Change	Agricultural / Open Space (AO) District

If you have any questions regarding this petition, or the hearing process, please contact me at Cabarrus County Planning and Development at 704.920.2181 or pecollins@cabarruscounty.us.

Sincerely,

Phillip Collins, AICP
Planning Supervisor
Cabarrus County Planning and Development



Cabarrus County Government – Planning and Development Department

June 22, 2026

Dear Property Owner:

Properties adjacent to yours were recently de-annexed from the corporate limits of the City of Kannapolis. Cabarrus County is now requesting to administratively place a Cabarrus County zoning designation on the property as Kannapolis City zoning will no longer be in effect. The properties and specifics of the rezoning are listed below. The Cabarrus County Planning and Zoning Board will consider this petition on Tuesday, July 14th at 6:30 PM in the 2nd floor Commissioner's Chambers of the Cabarrus County Governmental Center, located at 65 Church Street S Concord, NC 28025. A Public Hearing will be conducted, and public input will be allowed during that time. If you have any comments about the rezoning, I encourage you to attend this meeting.

• Petitioner	Cabarrus County
• Petition Number	RZON2026-00003
• Property Location	3004, 3030 & 3110 Barr Road
• Parcel ID Number	4692-75-9333 & 4692-85-4212
• Existing Zoning	Kannapolis Residential 1 (R1) District
• Proposed Zoning Map Change	Agricultural / Open Space (AO) District

If you have any questions regarding this petition, or the hearing process, please contact me at Cabarrus County Planning and Development at 704.920.2181 or pecollins@cabarruscounty.us.

Sincerely,

A handwritten signature in cursive script that reads "Phillip Collins".

Phillip Collins, AICP
Planning Supervisor
Cabarrus County Planning and Development

Subject Property		
4692759333 ROBERT & SARAH MALINA 3110 BARR ROAD CONCORD, NC 28027	4692854212 JEFFREY & ANNE ROBINSON 3004 BARR RD CONCORD, NC 28027	
Surrounding Properties		
4692841667 & 4692749679 ROBERT & WANDA DOLL 2918 BARR RD CONCORD, NC 28027	4692846876 MEREDITH FAGAN & JASON PETERS 2880 BARR RD CONCORD, NC 28027	4692950501 ARNOLD & WANDA FULLER 3159 TRINITY CHURCH ROAD CONCORD, NC 28027
4692754682 STEPHEN & ANDREA GRIFFITH 3119 BARR RD CONCORD, NC 28027	4692755304 CHARLES & JOELLYN PADGETT 3031 BARR RD CONCORD, NC 28027	4692862077 NATHAN & BLAHA SAUNDERS 3211 TRINITY CHURCH RD CONCORD, NC 28027
4692953224 WILLIAM & BONNIE TADLOCK 3099 TRINITY CHURCH ROAD CONCORD, NC 28027	4692759616 FRANCISCO & JUANA VARELA 150 N MOOSE RD MT PLEASANT, NC 28124	4692742755 FREDERICK & KELLY WAITE 3003 BARR RD CONCORD, NC 28027

Public Hearing Notice

Cabarrus County Planning and Zoning Commission
Tuesday, July 14, 2026 @ 6:30 P.M.
Commissioners Meeting Room, 2nd Floor
65 Church St. S.E. Concord, NC 28026

- PLPR2024-00073 – Request to subdivide property located on the north side of Stirewalt Road. Harry T Morris and Maralyn R Morris Revocable Living Trust is the owner of the subject property and Sherwood Morris Investment is the applicant of this request. The address associated with the property 6950 Stirewalt Road (PINs: 4693-44-8805 & 4693-55-3001).
- RZON2026-00003 – Request to rezone property from Kannapolis Residential 1 (R-1) district to Agriculture / Open Space (AO) district. Cabarrus County is the Agent for the request and Robert & Sarah Malina and Jeffery & Anne Robinson are the owners of the subject property. The address(es) associated with the subject properties are 3004, 3030 & 3110 Barr Rd (PINs: 4692-75-9333 & 4692-85-4212).

For information, contact Planning and Development at 704.920.2141. If reasonable accommodations are needed, please contact the ADA Coordinator at 704.920.2100 at least 48 hours prior to the public hearing.

PUBLISH: Tuesday, June 30th and Tuesday, July 7th, 2026

June 29, 2026 at 9:30:42 AM
3002–3046 Barr Rd



**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2025**

**SESSION LAW 2026-2
SENATE BILL 214**

AN ACT REMOVING CERTAIN DESCRIBED PROPERTY FROM THE CORPORATE LIMITS OF THE CITY OF SOUTHPORT, REMOVING CERTAIN DESCRIBED PROPERTY FROM THE CORPORATE LIMITS AND THE EXTRATERRITORIAL JURISDICTION OF THE TOWN OF YADKINVILLE, REMOVING CERTAIN DESCRIBED PROPERTY FROM THE CORPORATE LIMITS OF THE CITY OF KANNAPOLIS, REMOVING CERTAIN DESCRIBED PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE TOWN OF SUNSET BEACH, AND REMOVING THE CAP ON SATELLITE ANNEXATIONS FOR THE TOWN OF EAST SPENCER.

The General Assembly of North Carolina enacts:

PART I. CITY OF SOUTHPORT DEANNEXATION

SECTION 1.(a) The following described property, identified by Brunswick County Tax Office Parcel Number, is removed from the corporate limits of the City of Southport: 221MB015, 221MB020, and 221MB02001.

SECTION 1.(b) This section has no effect upon the validity of any liens of the City of Southport for ad valorem taxes or special assessments outstanding before the effective date of this section. Such liens may be collected or foreclosed upon after the effective date of this section as though the property were still within the corporate limits of the City of Southport.

SECTION 1.(c) This section becomes effective June 30, 2026. Property in the territory described in subsection (a) of this section as of January 1, 2026, is no longer subject to municipal taxes for taxes imposed for taxable years beginning on or after July 1, 2026.

PART II. TOWN OF YADKINVILLE DEANNEXATION/ETJ

SECTION 2.(a) The following described property, identified by Yadkin County Tax Property Identification Number, is removed from the corporate limits and the extraterritorial jurisdiction of the Town of Yadkinville: 5816103271.

SECTION 2.(b) This section has no effect upon the validity of any liens of the Town of Yadkinville for ad valorem taxes or special assessments outstanding before the effective date of this section. Such liens may be collected or foreclosed upon after the effective date of this section as though the property were still within the corporate limits of the Town of Yadkinville.

SECTION 2.(c) This section becomes effective June 30, 2026. Property in the territory described in subsection (a) of this section as of January 1, 2026, is no longer subject to municipal taxes for taxes imposed for taxable years beginning on or after July 1, 2026.

PART III. CITY OF KANNAPOLIS DEANNEXATION

SECTION 3.(a) The following described properties, identified by Cabarrus County Tax Property Identification Numbers, are removed from the corporate limits of the City of Kannapolis: 46928542120000 and 46927593330000.

SECTION 3.(b) This section has no effect upon the validity of any liens of the City of Kannapolis for ad valorem taxes or special assessments outstanding before the effective date



of this section. Such liens may be collected or foreclosed upon after the effective date of this section as though the property were still within the corporate limits of the City of Kannapolis.

SECTION 3.(c) This section becomes effective June 30, 2026. Property in the territory described in subsection (a) of this section as of January 1, 2026, is no longer subject to municipal taxes for taxes imposed for taxable years beginning on or after July 1, 2026.

PART IV. SUNSET BEACH ETJ

SECTION 4.(a) Notwithstanding G.S. 160D-202 or any other provision of law, the Town of Sunset Beach shall not exercise any powers of extraterritorial jurisdiction as provided in Article 2 of Chapter 160D of the General Statutes or its predecessor, Article 19 of Chapter 160A of the General Statutes, over the territory identified by Brunswick County Parcel Identification Number 2273A155.

SECTION 4.(b) The relinquishment of jurisdiction by the Town of Sunset Beach over the area identified in subsection (a) of this section shall become effective on the date this act becomes law; provided, however, the Town of Sunset Beach's development regulations and powers of enforcement shall remain in effect in that area until the time provided in G.S. 160D-202(h).

PART VI. TOWN OF EAST SPENCER SATELLITE ANNEXATION CAP REMOVAL

SECTION 6. G.S. 160A-58.1(b), as amended by Section 1 of S.L. 2025-14, reads as rewritten:

"(b) A noncontiguous area proposed for annexation must meet all of the following standards:

...

- (5) The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed ten percent (10%) of the area within the primary corporate limits of the annexing city.

This subdivision does not apply to the Cities of Archdale, Asheboro, Belmont, Claremont, Concord, Conover, Durham, Elizabeth City, Gastonia, Greenville, Hickory, Kannapolis, Kings Mountain, Locust, Lowell, Marion, Mount Airy, Mount Holly, New Bern, Newton, Oxford, Randleman, Roanoke Rapids, Rockingham, Saluda, Sanford, Salisbury, Shelby, Southport, Statesville, and Washington and the Towns of Ahoskie, Angier, Apex, Ayden, Belville, Benson, Bladenboro, Bridgeton, Bunn, Burgaw, Calabash, Carthage, Catawba, China Grove, Clayton, Columbia, Columbus, Cramerton, Creswell, Dallas, Dobson, East Spencer, Four Oaks, Franklin, Franklinton, Franklinville, Fuquay-Varina, Garner, Godwin, Goldston, Granite Quarry, Green Level, Grimesland, Harrisburg, Holly Ridge, Holly Springs, Hookerton, Hope Mills, Huntersville, Jamestown, Kenansville, Kenly, Knightdale, Landis, Laurel Park, Liberty, Lillington, Louisburg, Madison, Maggie Valley, Maiden, Mayodan, Maysville, Middlesex, Midland, Mocksville, Morrisville, Mount Pleasant, Nashville, North Wilkesboro, Norwood, Oak Island, Oakboro, Ocean Isle Beach, Pembroke, Pine Level, Pollocksville, Princeton, Ramseur, Ranlo, Richlands, Rockwell, Rolesville, Rutherfordton, Shallotte, Siler City, Smithfield, Spencer, Spring Lake, Stanley, Stem, Stovall, Surf City, Swansboro, Taylorsville, Troutman, Troy, Vass, Wallace, Warsaw, Watha, Waynesville, Weldon, Wendell, West Jefferson, Wilson's Mills, Windsor, Wingate, Yadkinville, Youngsville, and Zebulon."

PART VIII. EFFECTIVE DATE

SECTION 8. Except as otherwise provided, this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 7th day of May, 2026.

s/ Rachel Hunt
President of the Senate

s/ Destin Hall
Speaker of the House of Representatives