

DATE: November 23, 2021

Case #: AA- 03-21- Audy Dover on behalf of Leonard J and Lutie Dover Investments, LLP

Description: Appeal of Minimum Housing Code Violation

Location: 655 and 659 Cabarrus Ave W

Issue: The applicant has submitted an appeal of a Code Enforcement violation for 655 and 659 Cabarrus Ave. W

Current Zoning: RC Residential Compact

Land Uses Single Family Dwelling

Staff Report Presented by: Scott Sherrill, AICP—Development Review Manager

BACKGROUND / HISTORY

On August 13, 2021, City of Concord Code Enforcement undertook enforcement action on the properties at 655 and 659 Cabarrus Ave. W.

With regard to 655 Cabarrus Ave. W, an order was issued to “secure the structure, especially the **broken or missing windows & glazing and any entry doors.**”

With regard to 659 Cabarrus Ave. W, a minimum housing notice of complaint was issued citing the Maintenance of the Building, the Procedure for Repair, Structural Standards, Safe & Sanitary Maintenance and Responsibilities of owners and occupants under the City of Concord’s Code of Ordinances. A notice of hearing was concurrently sent, scheduling a hearing for 9 AM on September 3, 2021, at 41 Cabarrus Ave. W. Findings of fact were issued on September 7, 2021 noting that the structure is in a deteriorated state of conditions and is subject to compliance with the minimum standards of Section 14 of the City of Concord Code of Ordinances by October 7, 2021. A civil citation was issued on October 13, 2021, and the appeal was filed with the City of Concord Planning Department on October 25, 2021.

The appeal that was filed with the City of Concord Planning Department for hearing with the Board of Adjustment states that the applicant is seeking time and information to develop a site plan. No plan/preliminary plan has been submitted at the time of this staff report.

Exhibits

- A. Application
- B. Applicant Supplementary Materials
- C. August 13, 2021 Code Enforcement Communication regarding 655 Cabarrus Ave. W
- D. Code Enforcement Photographs of 655 Cabarrus Ave. W
- E. August 13, 2021 Code Enforcement Notice of Complaint regarding 659 Cabarrus Ave. W
- F. August 13, 2021 Exhibit A for 659 Cabarrus Ave W
- G. August 13, 2021 Code Enforcement Notice of Hearing regarding 659 Cabarrus Ave. W
- H. Code Enforcement Photographs of Site
- I. September 7, 2021 Findings of Fact
- J. October 13, 2021 Civil Citation
- K. City of Concord Minimum Housing Ordinance

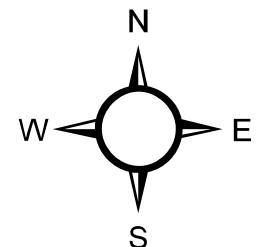
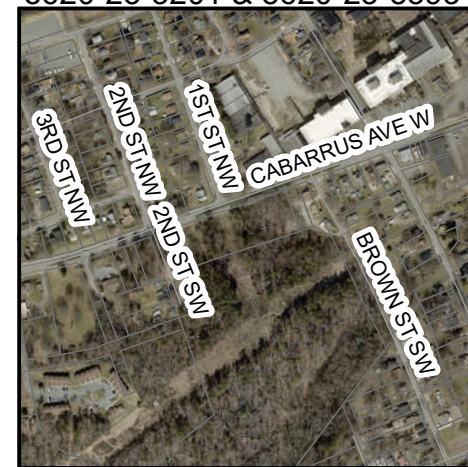


Subject Property Map

AA-03-21
Audy Dover for Leonard J.
and Lutie R. Dover Investments

655 and 659 Cabarrus Ave W

PIN:
5620-23-3201 & 5620-23-5393



Source: City of Concord
Planning Department

Disclaimer

These maps and products are designed for general reference only and data contained herein is subject to change. The City Of Concord, it's employees or agents make no warranty of merchantability or fitness for any purpose, expressed or implied, and assume no legal responsibility for the information contained therein. Data used is from multiple sources with various scales and accuracy. Additional research such as field surveys may be necessary to determine actual conditions.



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Zoning Map

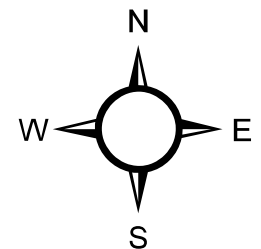
AA-03-21

Audy Dover for Leonard J.
 and Lutie R. Dover Investments

655 and 659 Cabarrus Ave W

PIN:

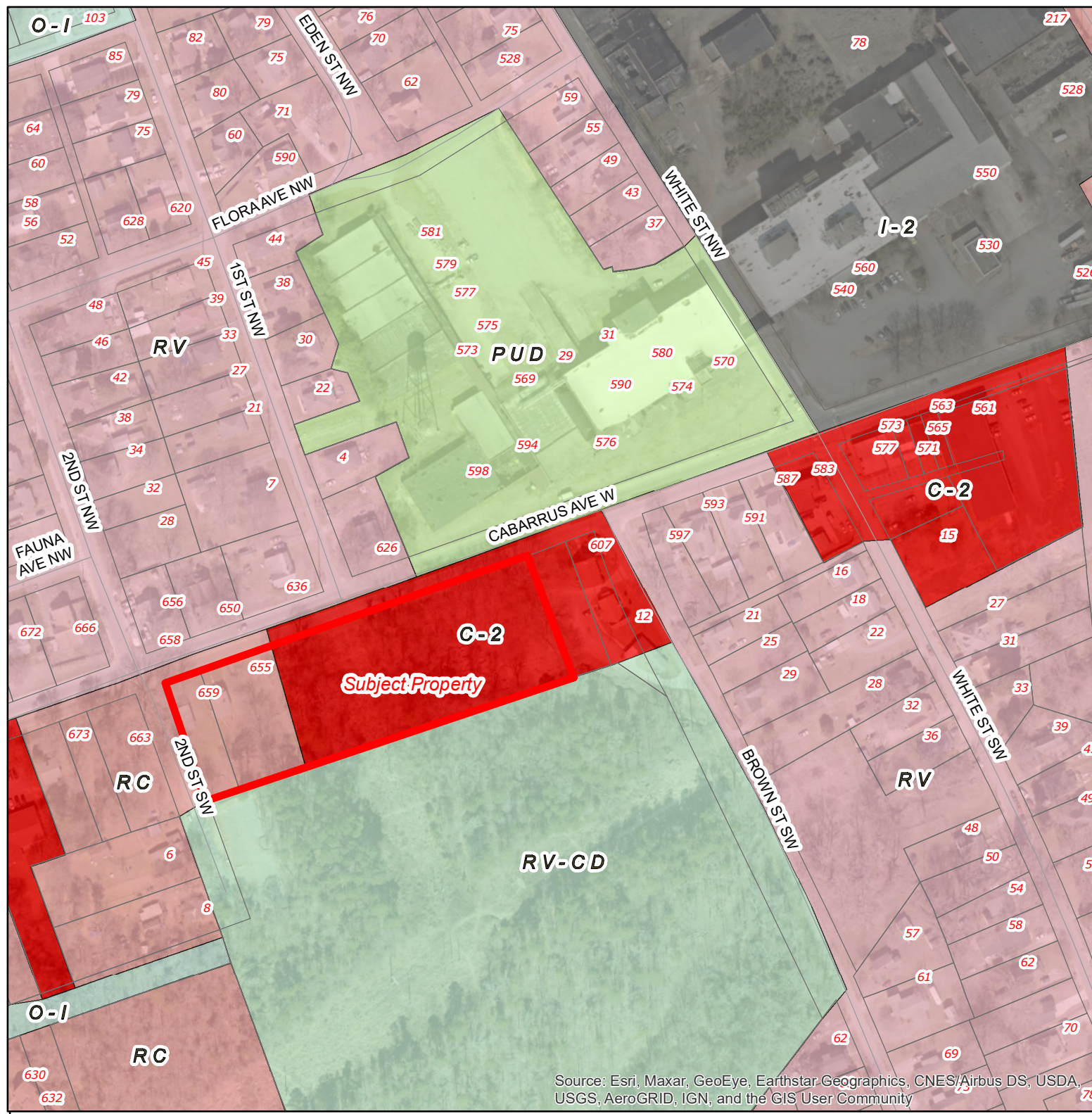
5620-23-3201 & 5620-23-5393



Source: City of Concord
 Planning Department

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Required Attachments/ Submittals for:

1. Typed metes and bounds description of the property (or portion of property). A recorded deed is sufficient, if the deed describes only the subject property.

2. Cabarrus County Land Records print out of names and addresses of all immediately adjacent landowners, including any directly across the street.

3. Money Received by _____ Date: 10-25-21
Check # 2958 Amount: \$ 500.00 Cash: _____

The application fee is nonrefundable.

***** If any of the above requirements are not presented at the time of submittal of application, the application will not be accepted due to incompleteness. *****

rec'd 10/25/21 UPS



NORTH CAROLINA

High Performance Living



Application for

Appeal of an Administrative Decision or Interpretation

Applicant Name, Address, Telephone number: AUDY R. DOVER FOR:
LEONARD J. & LUTIE R. DOVER INVESTMENTS
704-305-6416 CELL

Owner Name, Address, Telephone number: _____
LEONARD J. & LUTIE R. DOVER INVESTMENTS
704-782-2117 OFFICE

Project Location/Address:
655 & 659 CABARRUS AVE

P.I.N.: 5620-23-2201 5620-23-5393

Area of Subject Property (acres or square feet):
2.9 AC.

Lot Width: _____ Lot Depth: _____

Current Zoning Classification: RC

Existing Land Use: RESIDENTIAL

Surrounding Land Use: North _____ South _____

East _____ West _____

Date of Filing: 10-25-21

Planning & Neighborhood Development

66 Union St S • P. O. Box 308 • Concord, NC 28025

Phone (704) 920-5152 • Fax (704) 786-1212 • www.concordnc.gov

Appeal

I (we) allege that:

CODE ENFORCEMENT did err by one

or more of the following:

granting an application denying an application issuing a violation

to use to occupy to alter to erect to cease other: EXPLAIN
_____ affecting the above premises.

The _____ decision/violation and reason(s)
therefore were:

I (we) contend that they erred in that:

I (we) are aggrieved/grieved or affected in that:

I NEED TIME & INFORMATION TO
DEVELOPE A SITE PLAN

Required Attachments/Submittals

1. Typed metes and bounds description of subject property. A property deed is sufficient, provided the deed describes only the subject property.
2. Cabarrus County Land Records printout of names and addresses of all immediately adjacent property owners, including any directly across a street

Certification

I (we) hereby acknowledge and say that the information contained herein and herewith is true and that this application shall not be scheduled for official consideration until all of the required contents are submitted in proper form to the City of Concord Planning Department.

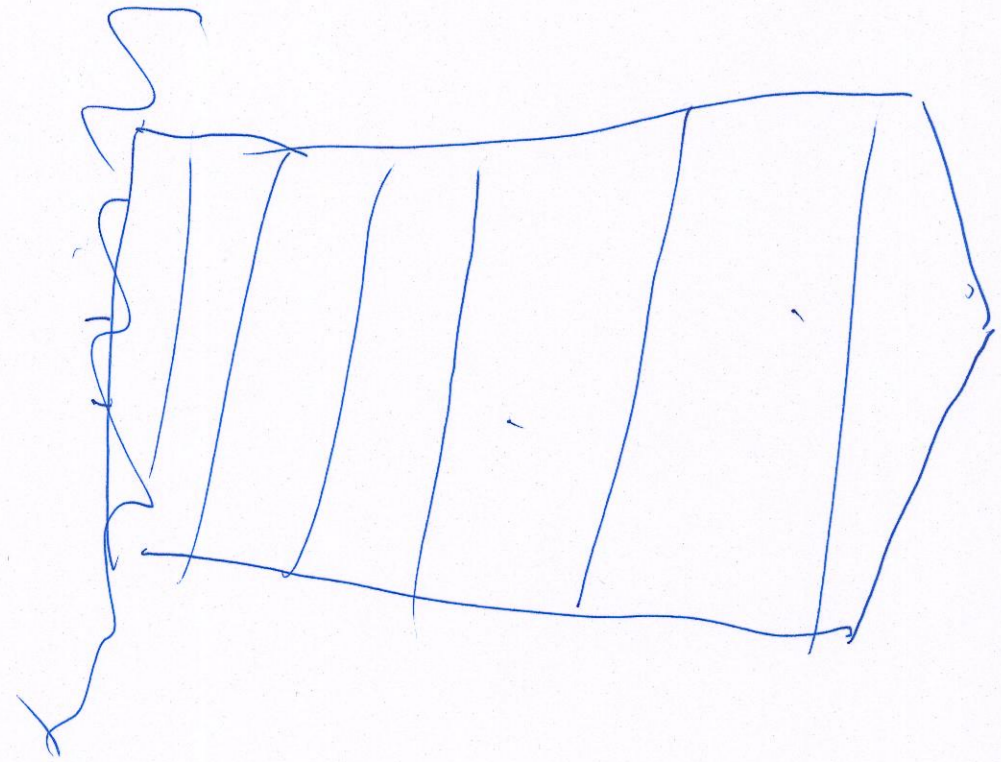
Signature of Appellant(s):

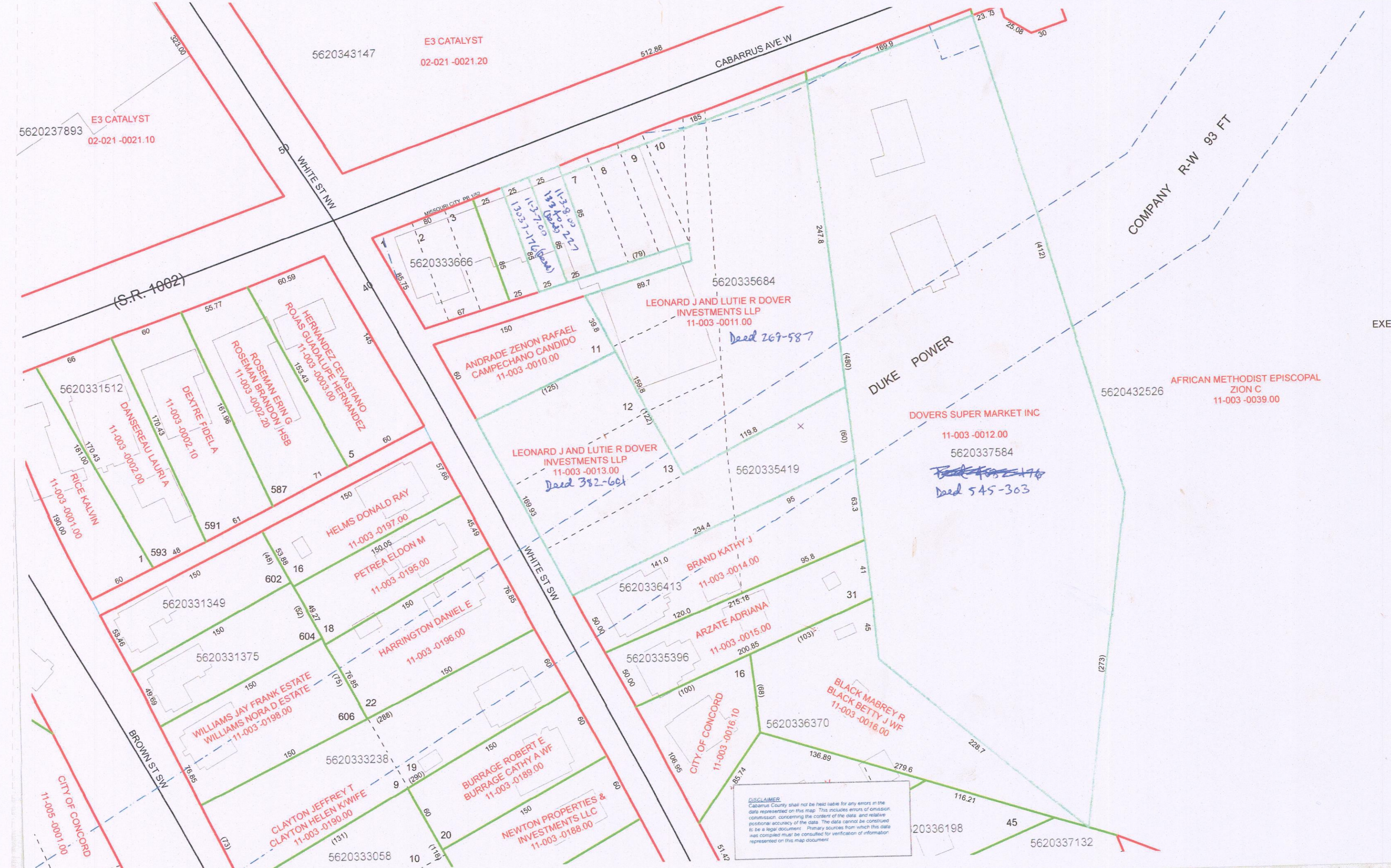
Audrey R. Dover

Date:

10-25-21

Exhibit B





5620237893 E3 CATALYST
02-021-0021.10

5620343147 E3 CATALYST
02-021-0021.20

5620333666

5620335684
LEONARD J AND LUTIE R DOVER
INVESTMENTS LLP
11-003-0011.00
Deed 269-587

ANDRADE ZENON RAFAEL
CAMPECHANO CAMIDO
11-003-0010.00

LEONARD J AND LUTIE R DOVER
INVESTMENTS LLP
11-003-0013.00
Deed 382-681

DOVERS SUPER MARKET INC
11-003-0012.00
5620337584
Deed 545-303

5620432526 AFRICAN METHODIST EPISCOPAL
ZION C
11-003-0039.00

5620331512
DANSEAU LAURIA
11-003-0002.00
ROSEMAN ERIN G
ROSEMAN BRADDON HSB
11-003-0002.20
HERNANDEZ CEVASTIANO
ROJAS GUADALUPE HERNANDEZ
11-003-0003.00

HELMES DONALD RAY
11-003-0197.00

PETREA ELDON M
11-003-0195.00

HARRINGTON DANIEL E
11-003-0196.00

WILLIAMS JAY FRANK ESTATE
WILLIAMS NORA D ESTATE
11-003-0198.00

CLAYTON JEFFREY T
CLAYTON HELEN KWIFE
11-003-0199.00

BURRAGE ROBERT E
BURRAGE CATHY A WF
11-003-0189.00

NEWTON PROPERTIES &
INVESTMENTS LLC
11-003-0188.00

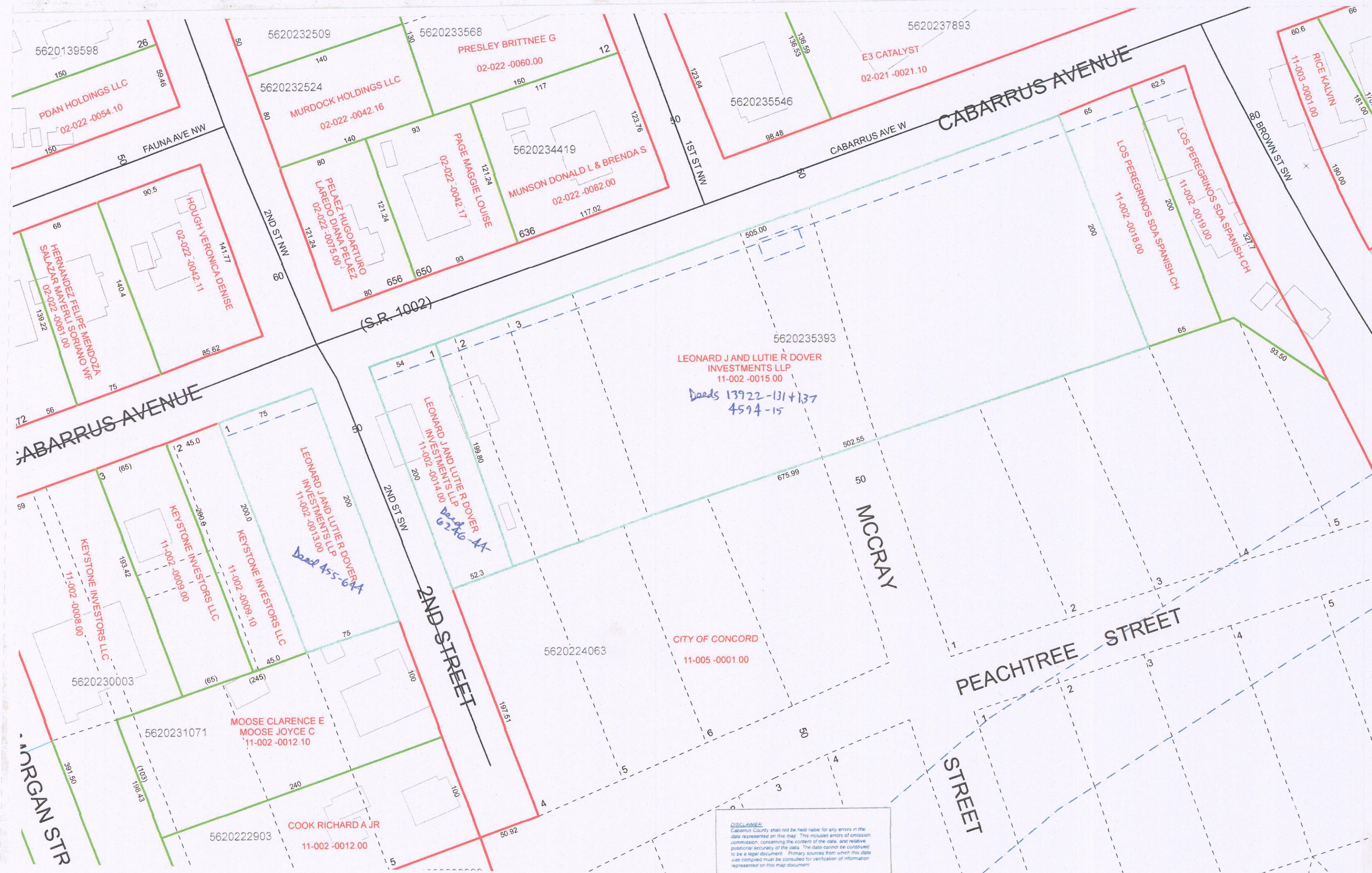
BRAND KATHY J
11-003-0014.00

ARZATE ADRIANNA
11-003-0015.00

BLACK MABREY R
BLACK BETTY J WF
11-003-0016.00

DISCLAIMER
Cabarrus County shall not be held liable for any errors in the data represented on this map. This includes errors of omission, commission, concerning the content of the data and relative positional accuracy of the data. The data cannot be considered to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.

EXE



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Adjoining Property Owners: 5620-33-5684-0000

PIN14	PropertyReal_ID	LegalDesc	AcctNumber	AcctName1	AcctName2	MailAddr1	MailCity	MailState	MailZipCod
5620-33-5684-0000	11-003 -0011.00	SOUTH SIDE CABARRUS AVE	134851	LEONARD J AND LUTIE R DOVER	INVESTMENTS LLP	557 CABARRUS AVE W	CONCORD	NC	28027
5620-33-5396-0000	11-003 -0015.00	LT 31 CANNON HOLDING	111477	ARZATE ADRIANA		1522 N MARLES DR	SANTA ANA	CA	92706
5620-33-4659-0000	11-003 -0008.00	LT 6 MISSOURI CITY	123684	LEONARD J AND LUTIE R DOVER INVESTMENTS LLP PTNR		557 CABARRUS AVE W	CONCORD	NC	28027
5620-33-3238-0000	11-003 -0190.00	LOTS 9,19 SEC 201 MISSOURI CTY	1433200	CLAYTON JEFFREY T	CLAYTON HELEN K/WIFE	28 WHITE STREET SW	CONCORD	NC	28027
5620-33-5419-0000	11-003 -0013.00	NE SIDE WHITE ST	134851	LEONARD J AND LUTIE R DOVER	INVESTMENTS LLP	557 CABARRUS AVE W	CONCORD	NC	28027
5620-33-5419-0000	11-003 -0013.00	NE SIDE WHITE ST	134851	LEONARD J AND LUTIE R DOVER	INVESTMENTS LLP	557 CABARRUS AVE W	CONCORD	NC	28027
5620-33-3666-0000	11-003 -0005.00	LTS 1-3 BLK 1 MISSOURI CITY	57580	ANDRADE ZENON RAFAEL	CAMPECHANO CANDIDO	170 ERNEST MILLER RD	SALISBURY	NC	28147
5620-33-7823-0000	11-003 -0012.10	S/5 CABARRUS AVE	1400450	CITY OF CONCORD		PO BOX 308	CONCORD	NC	28026
5620-33-7978-0000	02-020 -0003.80	LOT 522 CANNON HOLDING CORPORA	12488	STRUBE DAVID L		516 CABARRUS AVENUE	CONCORD	NC	28027
5620-33-3412-0000	11-003 -0195.00	18 SOUTH WHITE ST	5495800	PETREA ELDON M		18 WHITE STREET S W	CONCORD	NC	28025
5620-34-3147-0000	02-021 -0021.20	NORTH CABARRUS AVE & WEST WHITE	146039	E3 CATALYST		PO BOX 1127	CONCORD	NC	28026
5620-33-4638-0000	11-003 -0007.00	BROWN MILL	123684	LEONARD J AND LUTIE R DOVER INVESTMENTS LLP PTNR		557 CABARRUS AVE W	CONCORD	NC	28027
5620-33-2526-0000	11-003 -0002.20	LT 587 CANNON HOLDING	98301	ROSEMAN ERIN G	ROSEMAN BRANDON HSB	587 CABARRUS AVE	CONCORD	NC	28027
5620-33-5757-0000	11-003 -0011.10	S/5 CABARRUS AVE	1400450	CITY OF CONCORD		PO BOX 308	CONCORD	NC	28026
5620-33-3336-0000	11-003 -0196.00	LT 22 CANNON HOLDING CORP	43473	HARRINGTON DANIEL E		1086 PINEHAVEN DR	NEW LONDON	NC	28127
5620-33-3295-0000	11-003 -0189.00	LOT 20 SECT 201 MISSOURI CITY	1051950	BURRAGE ROBERT E	BURRAGE CATHY A WF	PO BOX 1797	CONCORD	NC	28026
5620-33-4607-0000	11-003 -0006.00	LT 4 MISSOURI CITY BROWN MILL BLK 1	111530	Y CHENDA	NUTH SOM HSB	2505 KILBORNE DR APT F	CHARLOTTE	NC	28205
5620-33-4529-0000	11-003 -0010.00	P/O LT 11 BLK 1 MISSOURI CITY	57580	ANDRADE ZENON RAFAEL	CAMPECHANO CANDIDO	170 ERNEST MILLER RD	SALISBURY	NC	28147
5620-33-2486-0000	11-003 -0197.00	LT 16 CANNON HOLDING CORP	127561	HELMS DONALD RAY		1414 MEADOW AVE	KANNAPOLIS	NC	28083
5620-33-7584-0000	11-003 -0012.00	SOUTH SIDE CABARRUS AVE	1990500	DOVERS SUPER MARKET INC		557 CABARRUS AVENUE	CONCORD	NC	28027
5620-33-2578-0000	11-003 -0003.00	LT 5 MISSOURI CITY BLK 201	143419	HERNANDEZ CEVASTIANO	ROJAS GUADALUPE HERNANDE	81 FENIX DR SW	CONCORD	NC	28025
5620-33-6413-0000	11-003 -0014.00	PT LOTS 14,15,BLK 1" & REAR LOT	41372	BRAND KATHY J		27 WHITE ST SW	CONCORD	NC	28027



Mt. L. 1000-04

Mt. L. 1000-01

Mt. L. 1000-02

Mt. L. 1000-03

Adjoining Property Owners: 5620-23-5393-0000

PIN14	PropertyReal_ID	LegalDesc	AcctNumber	AcctName1	AcctName2	MailAddr1	MailCity	MailState	MailZipCoc
	5620-23-1137-0000	11-002-0009.10	P/O LOT 2 BLK 3 COUNTY HC	80558	KEYSTONE INVESTORS LLC				
	5620-33-0459-0000	11-003-0001.00	LT 1 MISSOURI CITY BLK 201	137082	RICE KALVIN				28801
	5620-23-1199-0000	11-002-0013.00	LT 1 COUNTY HOME PROPERT	134851	LEONARD J AND LUTIE R DOVER	INVESTMENTS LLP	597 CABARRUS AVE W	CONCORD	NC 28027
	5620-23-5393-0000	11-002-0015.00	LTS 2,3 & P/O 1 CABARRUS CC	134851	LEONARD J AND LUTIE R DOVER	INVESTMENTS LLP	557 CABARRUS AVE W	CONCORD	NC 28027
	5620-23-0399-0000	02-022-0042.11	LT 666 CANNON HOLDING CO	133428	HOUGH VERONICA DENISE		557 CABARRUS AVE W	CONCORD	NC 28027
	5620-23-3405-0000	02-022-0042.17	LT 650 CANNON HOLDING CO	32711	PAGE MAGGIE LOUISE		668 CABARRUS AVE W	CONCORD	NC 28027
	5620-22-2903-0000	11-002-0012.00	P/O LTS 5-8 COUNTY HOME P	129506	COOK RICHARD A JR		650 CABARRUS AVE W	CONCORD	NC 28027
	5620-23-3201-0000	11-002-0014.00	P/O LT 1 COUNTY HOME PRO	134851	LEONARD J AND LUTIE R DOVER	INVESTMENTS LLP	8 SECOND ST SW	CONCORD	NC 28027
	5620-23-9433-0000	11-002-0019.00	12 BROWN ST SW	47085	LOS PEREGRINOS SDA SPANISH CH		557 CABARRUS AVE W	CONCORD	NC 28027
	5620-23-8483-0000	11-002-0018.00	S/S BROWN STREET	47085	LOS PEREGRINOS SDA SPANISH CH		607 CABARRUS AVE W	CONCORD	NC 28027
	5620-22-4063-0000	11-005-0001.00	WEST BROWN ST & EAST US H	1400450	CITY OF CONCORD		607 CABARRUS AVE W	CONCORD	NC 28027
	5620-23-2433-0000	02-022-0075.00	LT 656 CANNON HOLDING CO	110664	PELAEZ HUGOARTURO	LAREDO DIANA PELAEZ	PO BOX 308	CONCORD	NC 28026
	5620-23-0325-0000	02-022-0061.00	LT 672 CANNON HOLDING CO	93667	HERNANDEZ FELIPE MENDOZA	SALAZAR MAYERLI SORIANO WF	656 CABARRUS AVE W	CONCORD	NC 28027
	5620-23-7893-0000	02-021-0021.10	NORTH CABARRUS AVE & WE	146039	E3 CATALYST		318 BROAD DR SW	CONCORD	NC 28025
	5620-23-4419-0000	02-022-0082.00	636 CABARRUS AVE W	5156981	MUNSON DONALD L & BRENDA S		PO BOX 1127	CONCORD	NC 28026
	5620-23-5546-0000	02-021-0032.00	LT 626 CANNON HOLDING CO	121544	OLMSTEAD BENJAMIN CLARK	OLMSTEAD HEATHER KATHRYN WF	636 CABARRUS AVE WEST	CONCORD	NC 28027
	5620-23-1071-0000	11-002-0012.10	P/O LTS 5-8 CABARRUS CO HC	4995600	MOOSE CLARENCE E		626 CABARRUS AVE W	CONCORD	NC 28027
	5620-23-5393-0000	11-002-0015.00	LTS 2,3 & P/O 1 CABARRUS CC	134851	LEONARD J AND LUTIE R DOVER	INVESTMENTS LLP	6 2ND ST NW	CONCORD	NC 28027
							557 CABARRUS AVE W	CONCORD	NC 28027

(\$6,500.00) be ratified, approved and confirmed; and

WHEREAS, said Court on the 2nd day of August, 1975, entered an Order approving and confirming the sale, directing the said party of the first part, as Commissioner, to make, execute and deliver to the said party of the second part a deed in fee simple for said land upon the payment to her of said purchase price; and

WHEREAS, said purchase price has been fully paid;

NOW, THEREFORE, the said party of the first part, acting as Commissioner as aforesaid, under authority of said Order of Court and in consideration of the said purchase price of Six Thousand Five Hundred Dollars (\$6,500.00), has bargained and sold and by these presents does bargain, sell and convey unto the said party of the second part, his heirs and assigns, that certain tract or parcel of land in Cabarrus County, North Carolina, and more particularly described as follows:

Lying and being in No. 11 Township, Cabarrus County, North Carolina, and being Lot No. 1 in Block 3 of the Cabarrus County Home property in West Concord, North Carolina, as platted by Kluttz & Smith on the 23rd day of May, 1917, and more particularly described as follows:

BEGINNING at a stake at the intersection of the South edge of the sidewalk on the South side of Charlotte Street (Cabarrus Avenue Extension), and the West edge of the sidewalk on the West side of Johnson Street, and runs thence S. 16-30 E. 200 feet to a stake, West edge of the sidewalk on the West side of Johnson Street; thence S. 73-30 W. 75 feet to a stake, corner of Lots Nos. 1, 2, 5 and 6; thence with the line of Lot No. 2 N. 16-30 W. 200 feet to a stake in the South edge of the sidewalk on the South side of Charlotte Street (Cabarrus Avenue Extension), corner of Lots Nos. 1 and 2; thence with the South edge of the sidewalk on the South side of Charlotte Street N. 73-30 E. 75 feet to the point of BEGINNING.

TO HAVE AND TO HOLD said lands and premises, together with all privileges and appurtenances thereunto belonging to him, the said party of the second part, his heirs and assigns, in as full and ample a manner as the said party of the first part, as Commissioner as aforesaid, is authorized and empowered to convey the same.

BOOK 455 PAGE 646

IN TESTIMONY WHEREOF, the said party of the first part, acting as Commissioner as aforesaid, has hereunto set her hand and seal the day and year first above written.

Helen R. Beaver (SEAL)
Commissioner

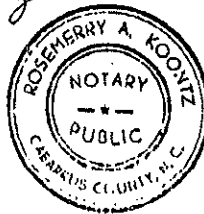
NORTH CAROLINA
CABARRUS COUNTY

I, Rosemerry A. Koontz, a Notary Public in and for said County and State, do hereby certify that Helen R. Beaver, Commissioner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial seal, this 11th day of August, 1975.

Rosemerry A. Koontz
Notary Public

My commission expires: October 4, 1975



NORTH CAROLINA
CABARRUS COUNTY

The foregoing certificate of Rosemerry A. Koontz is certified to be correct.

This instrument was presented for registration this 14th day of August, 1975, at 3:10 A.M./P.M., and duly recorded in the Office of the Register of Deeds of Cabarrus County, North Carolina, in Book 455, page 644.

J. O. BONDS

BY Francis L. Fesperman
Assistant/Deputy Register of Deeds

Prepared by:
Hartsell, Hartsell & Mills, P. A.
Attorneys at Law
Concord, North Carolina

6246
0044

BOOK 6246 PAGE 44

31966

Deed 6246-44
Book 11-2-14.00

CABARRUS COUNTY
FILED
09/21/2005 4:06 PM
LINDA F. MCABEE
Register of Deeds
By: _____ Deputy/Asst.
EXCISE TAX \$26.00

Excise Tax \$26.00

Recording Time, Book and Page

Tax Lot No. 11-002-0014.00 Parcel Identifier No. 5620-23-3201
Verified by _____ County on the _____ day of _____, 20
by _____

Mail after recording to Mills Law, P.A., 45 Church Street, S.E., Concord, NC 28025

This instrument was prepared by William L. Mills, III

Brief Description for the index

P/O Lot 1 Block 2 County Home Property

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made August 19, 2005, by and between

GRANTOR

Timothy Lee Lowder, attorney in fact for Faye Y. Lowder,
Betty Yates Cornell and husband William H. Cornell
102 Liske Avenue NW
Concord, N.C. 28027

GRANTEE

Audy R. Dover
557 Cabarrus Avenue, West
Concord, North Carolina 28027

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 Concord, Eleven (11) Township, Cabarrus County, North Carolina and more particularly described as follows:

Lying and being in the City of Concord, Number Eleven (11) Township of Cabarrus County, North Carolina and Being a part of Lot Number One (1) in Block Two (2) of the COUNTY HOME PROPERTY, and lying on the South side of Charlotte Street and on the East side of Johnston Street, as said plat is recorded in Map Book 1, Page 17, and being more fully described as follows: (OLD DESCRIPTION)

BEGINNING at an iron stake in the intersection of Charlotte Street and Johnston Street and runs thence with Johnston Street South 16-30 East 200.00 feet to an iron stake on the East side of Johnston Street; thence a new line North 73-30 East 52.3 feet to an iron stake, a new corner in the old line; thence a new line North 15 - 30 West 200.00 feet to an iron stake on the South side of Charlotte Street, a new corner; thence with the South side of Charlotte Street South 73 - 30 West 54.0 feet to the point of BEGINNING.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 418, Page 239, and in Book 2306, Page 216, and in Book 5759, Page 161; Book 5927, Page 21 and in Book 5927, Page 23.

A map showing the above described property is recorded in Plat Book 1, Page 17.

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:

Any and all easements, right of ways or restrictions of record including but not limited to that permanent and temporary construction easement recorded in Book 6143, Page 85 to the City of Concord.

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.

Betty Yates Cornell (SEAL)
Betty Yates Cornell
William H. Cornell (SEAL)
William H. Cornell

Timothy Lee Lowder attorney-in-fact for Faye Y. Lowder (SEAL)
Timothy Lee Lowder attorney-in-fact for Faye Y. Lowder

Pennsylvania
COMMONWEALTH OF PENNSYLVANIA, Indiana County.
I, the undersigned, a Notary Public of the County and State aforesaid, certify that Betty Yates Cornell, William H. Cornell, Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23rd day of August, 2005.
My Commission Expires Sept 4, 2007
Member, Pennsylvania Association of Notaries

SEAL-STAMP
April S. Shipley, Notary Public
White Twp. Indiana County
My Commission Expires Sept. 4, 2009
My commission expires: Sept 4, 2007
April S. Shipley
Notary Public

~~SEAL-STAMP
NORTH CAROLINA, Cabarrus County.
I, the undersigned, a Notary Public of the County and State aforesaid, certify that Faye Y. Lowder, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this ___ day of August, 2005.
My commission expires: _____
Notary Public~~



NORTH CAROLINA, Cabarrus County.
I, the undersigned, a Notary Public of the County and State aforesaid, certify that Timothy Lee Lowder, attorney-in-fact for Faye Y. Lowder, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument on behalf of the said, Faye Y. Lowder, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of Cabarrus, State of North Carolina on the 21st day of August, 2005 and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney. I do further certify that the said Timothy Lee Lowder acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Faye Y. Lowder.
My Commission Expires: 11/18/2009
Ann King Brooks
Notary Public

nc. Cabarrus
The foregoing Certificate(s) of April S. Shipley and Ann King Brooks, each a Notary Public, 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.
LINDA F. MCANINE
REGISTER OF DEEDS
REGISTER OF DEEDS FOR Cabarrus COUNTY
By [Signature] Deputy/Assistant Register of Deeds.
9.21.2005

EXHIBIT A

Lying and being in the City of Concord, Number Eleven (11) Township of Cabarrus County, North Carolina and Being a part of Lot Number One (1) in Block Two (2) of the COUNTY HOME PROPERTY, and lying on the South side of Charlotte Street and on the East side of Johnston Street, as said plat is recorded in Map Book 1, Page 17, and being more fully described as follows: (OLD DESCRIPTION)

BEGINNING at an iron stake in the intersection of Charlotte Street and Johnston Street and runs thence with Johnston Street South 16-30 East 200.00 feet to an iron stake on the East side of Johnston Street; thence a new line North 73-30 East 52.3 feet to an iron stake, a new corner in the old line; thence a new line North 15 - 30 West 200.00 feet to an iron stake on the South side of Charlotte Street, a new corner; thence with the South side of Charlotte Street South 73 - 30 West 54.0 feet to the point of BEGINNING.

This is the same property as conveyed to M.W. Yates and wife Esther S. Yates by Deed dated November 4, 1971 from Ida Rogers Eagle (Widow) and recorded in Deed Book 418, Page 239, Cabarrus Registry. M.W. Yates is now deceased.

22051

(4)

Deed 4594-15
Parcel 11-2-15.00

CABARRUS COUNTY
FILED
06/10/2003 2:26 PM
LINDA F. MCABEE
Register Of Deeds
By, Deputy/Asst.
EXCISE TAX \$99.00

Project No. 9542
Parcel No. 66431
Disposal Request No. 122784

Excise \$ 99.00

Recording time, book, page

Tax Lot No.: 11-002-0015.00 Parcel Identifier No. 5620-23-3285
Verified by _____ County on the _____ day of _____, 2003
by _____

Mail after recording to: William L. Mills III
PO Box 528 Concord, N.C. 28026-0528

This instrument was prepared by: Karol P. Mack, Assistant General Counsel, Duke Energy Corporation

Brief description for the Index: 0.53 ± acres, Cabarrus County, NC

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made as of this 14th day of JANUARY, 2003, by and between

GRANTOR	GRANTEE
DUKE ENERGY CORPORATION (Formerly known as Duke Power Company) P.O. Box 1007 Charlotte, North Carolina 28201-1007	LUTIE ROGERS DOVER 45 Church Street Concord, North Carolina 28026

23

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 Cabarrus County, North Carolina, and more particularly described as follows:

All that certain tract, piece, parcel or lot of land located in Cabarrus County, North Carolina containing 0.53 ± acre and being more particularly shown on a plat survey (the "Plat") entitled "Boundary Survey For Duke Energy Corporation," dated April 16, 2003, marked Request No. 123968, and recorded in Plat Book 41 at Page 110 in the Office of the Register of Deeds for Cabarrus County, N.C.

DERIVATION: All of the property acquired from Fay J. Lowder and Betty J. Cornell by deed recorded in Deed Book 401 at Page 63 in the office of the Register of Deeds of Cabarrus County.

Provided, however, Grantor reserves certain easement rights as set forth below.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said Property belonging, or in anywise incident or appertaining.

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 Grantor covenants with Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

1. Public streets and roads, visual easements, restrictions and rights of way as may be apparent from a visual inspection of the Property.
2. All Matters of survey and recorded plats (including matters that would be revealed by a current, accurate physical survey or inspection of the Property.
3. All such easements, conditions, reservations, restrictions, rights of way and all other matters of record.

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

[Signature Continues on Following Page]

DUKE ENERGY CORPORATION

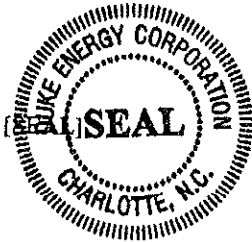
ASSISTANT SECRETARY CERTIFICATE

I, Sue C. Harrington, Assistant Secretary of Duke Energy Corporation, do hereby certify that the Board of Directors of Duke Energy Corporation on December 20, 2000 approved and adopted the Approval of Business Transactions Policy Statement, which provides in relevant part that any member of the Policy Committee of Duke Energy Corporation may approve, or delegate the authority to approve, business transactions (including acquisitions and divestitures) involving amounts of \$10 million or less.

I further certify that on February 12, 2002 Ruth G. Shaw was a member of the Policy Committee of Duke Energy Corporation, who, on that date and pursuant to the authority granted by the Approval of Business Transactions Policy Statement, delegated to George W. Christian, Jr., Manager, Real Estate Operations, the authority to approve building rents in amounts up to \$750,000; land acquisitions and divestitures in amounts up to \$750,000 and building and building equipment projects in amounts up to \$750,000, which authority includes the authorization to execute any contract, lease, deed, easements, rights of way or other instruments related to the authorized transaction.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Duke Energy Corporation this 10th day of January, 2003.

Sue C. Harrington
Assistant Secretary



13037 0176

FILED ELECTRONICALLY
CABARRUS COUNTY NC
M. WAYNE NIXON

FILED	Jun 11, 2018
AT	03:26:00 PM
BOOK	13037
START PAGE	0176
END PAGE	0178
INSTRUMENT #	13818
EXCISE TAX	\$100.00

Deed 13037-176
Parcel 11-3-700

TAX STAMPS:\$100.00

Prepared by H. L. Ruth, III, PA
Tax ID-5620334638

NORTH CAROLINA

GENERAL WARRANTY DEED

CABARRUS COUNTY

THIS DEED, made this 7th day of June, 2018, by James L. Huntley and Sageworth Trust Company, Co-Trustee of James L. Huntley Revocable Living Trust dated 9/27/1994, as amended and restated, Grantor, whose mailing address is c/o Sageworth Trust Company, 1861 Santa Barbara Drive, Lancaster, PA 17601 to LEONARD J AND LUTIE R DOVER INVESTMENTS, LLP, a North Carolina Limited Liability Partnership, Grantee whose mailing address is 557 Cabarrus Ave., West, Concord, NC 28027.

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

W I T N E S S E T H :

That the Grantor, for a valuable consideration paid by the Grantees, 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 tract or parcel of land, being in the City of Concord, No. 11 Township, Cabarrus County, North Carolina and being more particularly described as follows:

Being Lot No. 5 of Block "1" of MISSOURI CITY, a map of which is on file in the Office of the Register of Deeds for

Submitted electronically by "H. L. Ruth, III, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the Memorandum of Understanding with
the Office of the Register of Deeds of Cabarrus County. NCGS 47-14(a1)(5).

Cabarrus County in Map Book 1, page 52

For back reference, see Book 11862, page 119.

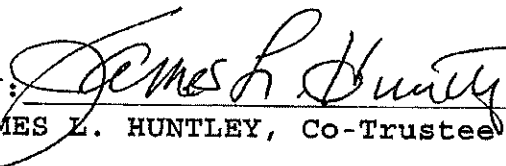
The property conveyed herein does not contain the primary residence of Grantor.

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

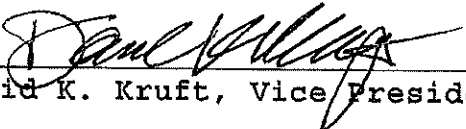
Grantor covenants with Grantees that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has duly executed this instrument the day and year first above written.

**JAMES L. HUNTLEY REVOCABLE LIVING
TRUST DATED 9/27/1994, AS AMENDED
AND RESTATED**

BY:  (SEAL)
JAMES L. HUNTLEY, Co-Trustee

SAGEWORTH TRUST COMPAY, Co-Trustee

BY: 
David K. Kruff, Vice President

STATE OF Florida

COUNTY OF Duval

I, a notary public of the County and State aforesaid, certify that JAMES L. HUNTLEY, personally came before me this day and acknowledged that he is Co-Trustee of James L. Huntley Revocable Living Trust dated 9/27/1994, as amended and restated Trust and that in such capacity he executed the foregoing instrument.

Witness my hand and notarial seal this the 7th day of June, 2018.

[Handwritten Signature]

Notary public

My commission expires: 10/13/2020



Commonwealth
kw wolf
STATE OF Pennsylvania

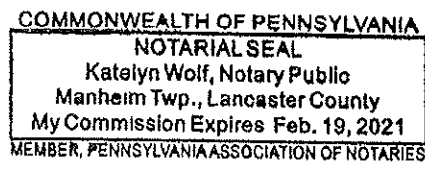
COUNTY OF Lancaster

I, a notary public of the County and ~~State~~ *Commonwealth* *kw wolf* aforesaid, certify that David K. Krufft personally appeared before me this day and acknowledged that he is Vice President of Sageworth Trust Company, a corporation and that in such capacity and being authorized to do so, he executed the foregoing instrument on its behalf as its act and deed as Co-Trustee of James L. Huntley Revocable Living Trust dated 9/27/1994, as amended and restated.

Kater Wolf

Notary Public

My commission expires: 02/19/2021



FILED	Jan 17, 2019
AT	11:08:00 AM
BOOK	13340
START PAGE	0227
END PAGE	0229
INSTRUMENT #	01153
EXCISE TAX	\$0.00

Deed 13340-277
Parcel 11-3-8.00

TAX STAMPS:\$0.00

Prepared by H. L. Ruth, III, PA
Tax ID-5620334659

NORTH CAROLINA

GENERAL WARRANTY DEED

CABARRUS COUNTY

THIS DEED, made this 31st day of December, 2018, by James L. Huntley and Sageworth Trust Company, Co-Trustee of James L. Huntley Revocable Living Trust dated 9/27/1994, as amended and restated, Grantor, whose mailing address is c/o Sageworth Trust Company, 1861 Santa Barbara Drive, Lancaster, PA 17601 to **LEONARD J AND LUTIE R DOVER INVESTMENTS, LLP, a North Carolina Limited Liability Partnership**, Grantee whose mailing address is 557 Cabarrus Ave., West, Concord, NC 28027.

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

W I T N E S S E T H :

That the Grantor, for a valuable consideration paid by the Grantees, 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 tract or parcel of land, being in the City of Concord, No. 11 Township, Cabarrus County, North Carolina and being more particularly described as follows:

Being Lot No. 6 of Block "1" of MISSOURI CITY, a map of which is on file in the Office of the Register of Deeds for Cabarrus County in Map Book 1, page 52

Submitted electronically by "H. L. Ruth, III, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the Memorandum of Understanding with
the Office of the Register of Deeds of Cabarrus County. NCGS 47-14(a1)(5).

For back reference, see Book 11862, page 127.

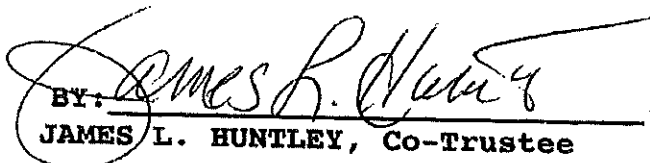
The property conveyed herein does not contain the primary residence of Grantor.

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


Grantor covenants with Grantees 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 lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has duly executed this instrument the day and year first above written.

JAMES L. HUNTLEY REVOCABLE LIVING TRUST DATED 9/27/1994, AS AMENDED AND RESTATED

BY:  (SEAL)
JAMES L. HUNTLEY, Co-Trustee

SAGEWORTH TRUST COMPANY, Co-Trustee

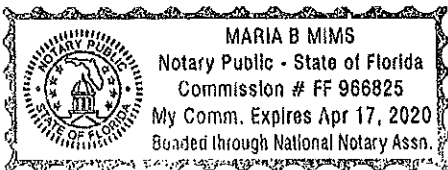
BY: , VP
David K. Kruff, Vice President

STATE OF Florida

COUNTY OF Doral

I, a notary public of the County and State aforesaid, certify that JAMES L. HUNTLEY, personally came before me this day and acknowledged that he is Co-Trustee of James L. Huntley Revocable Living Trust dated 9/27/1994, as amended and restated Trust and that in such capacity he executed the foregoing instrument.

Witness my hand and notarial seal this the 4th day of January, 2018?



[Signature]
Notary public

My commission expires: Apr. 17, 2020

Commonwealth
KW 1/18/19
STATE OF Pennsylvania

COUNTY OF Lancaster

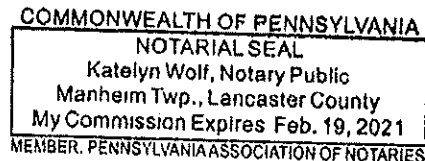
I, a notary public of the County and State aforesaid, certify that David K. Krufft personally appeared before me this day and acknowledged that he is Vice President of Sageworth Trust Company, a corporation and that in such capacity and being authorized to do so, he executed the foregoing instrument on its behalf as its act and deed as Co-Trustee of James L. Huntley Revocable Living Trust dated 9/27/1994, as amended and restated.

This the 4th day of January, 2019,
[Signature]

Notary Public

My commission

expires: 02-19-2021



RECORD 269

Deed
269-587
Parcel
11-3-11.00

NORTH CAROLINA
CABARRUS COUNTY

THIS INDENTURE, made this 1st day of January in the year of Our Lord One Thousand, Nine Hundred and Fifty-Seven, between the Brown Manufacturing Company, a corporation duly organized and doing business under the general laws of North Carolina, of the County of Cabarrus and State of North Carolina, of the first part, and Leonard J. Dover, of the County of Cabarrus and State of North Carolina of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) dollars and other valuable considerations to the said party of the first part, in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and conveyed and by these presents does hereby bargain, sell and convey unto the said party of the second part, and his heirs and assigns, the following described real estate, lying and being in the County of Cabarrus and State of North Carolina and bounded as follows:

BEGINNING at an iron stake, the corner of an alley and Brown Manufacturing Company on the South side of the Charlotte Road, and runs thence N. 73 degrees 45 minutes E. 75 feet to an iron stake, Brown Manufacturing Company and Charles W. Dover's corner; thence with their line S. 5 degrees 0 minutes East 247.8 feet to an iron stake, Brown Manufacturing Company's old corner; thence with Brown Manufacturing Company's line S. 65 degrees 0 minutes W. 119.3 feet to an iron stake, a new corner in Brown Manufacturing Company's line; thence a new line across the back of Lots Nos. 13, 12, and 11 of Block # 1, of Map of Missouri City, by Q.E. Smith, dated 1906; thence N. 25 degrees 0 minutes W. 159.8 feet to an iron stake, a new corner in Brown Manufacturing Company's line on the South side of an alley; thence with Southside of alley and Brown Manufacturing Company's line N. 73 degrees 45 minutes E. 09.7 feet to an iron stake, an old corner; thence N. 2 degrees 0 minutes W. 103.2 feet to the BEGINNING.

In addition to the foregoing described real estate, an easement is granted to use a 10 ft. alley adjacent to, and abutting on the back lines of Lots 11, 12 and 13.

I. R. Stamps - \$9.90.

TO HAVE AND TO HOLD all and singular the above granted premises, together with the appurtenances unto the said party of the second part, his heirs and assigns forever. And the said party of the first part, for itself its successors and assigns, does hereby covenant with the said party of the second part, and his heirs and assigns, that it is seized of the premises in fee simple; that the said premises are free from all incumbrances; that it has a good right and authority to sell the same; and that it will warrant and defend the said premises unto the said party of the second part, his heirs and assigns, against the lawful claims of all persons whatsoever.

IN TESTIMONY WHEREOF, the said party of the first part has caused this deed to be signed in its name by its Vice-President, attested by its Secretary, and has caused its corporate seal to be affixed hereto, the day and year first above written.

Attest:
J. H. Cannon - Secretary

BROWN MANUFACTURING COMPANY
By - W. C. Cannon - Vice President

STATE OF NORTH CAROLINA
CABARRUS COUNTY

THIS 1st day of January, 1957, personally came before me Dorothy Allred, a Notary Public in and for the County of Cabarrus, State of North Carolina, J. H. Cannon, who being by me duly sworn says that he knows the common seal of Brown Manufacturing Company and is acquainted with W. C. Cannon, who is the Vice-President of said corporation, and that he, the said J. H. Cannon is the Secretary of said corporation and saw the Vice-President sign the instrument, and saw the said common seal of said corporation affixed to said instrument by said Vice-President, and that he, the said J. H. Cannon, signed his name in attestation of the execution of said instrument in the presence of said Vice-President of said corporation.

WITNESS my hand and official seal this the 1st day of January 1957.

My comm. exp. July 26, 1958.

Dorothy Allred - Notary Public

State of North Carolina,
Cabarrus County.

Superior Court Jan. 7, 1957.

The foregoing certificate of Dorothy Allred, a Notary Public of Cabarrus County attested by his notarial seal is pledged to be correct, therefore let the said instrument, with the certificate be registered.

Dorothy R. Faggart - Deputy Clerk Superior Court

Filed for Registration on the 7th day of January 1957, at 3:55 P.M. and registered in Record of Deeds No. 269 page 587.


Register of Deeds

588

RECORD 269

Michell Printing Co. Raleigh, N. C. - 1944

January 7, 1957

PARTIAL RELEASE OF LIEN

State of North Carolina
County of Cabarrus

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Reconstruction Finance Corporation hereby releases to Faggart Brothers Lumber Company, a partnership composed of R.H. Faggart, Jr. and D.A. Faggart, of Concord, N.C., the following described property:

One Model 15SH Ross Lift Truck.

Free and clear from the operation of the lien of that Certain Deed of Trust executed by Faggart Brothers Lumber Company to Reconstruction Finance Corporation and recorded on August 18, 1951, in Book 151, page 237, in the office of the Register of Deeds for Cabarrus County, North Carolina but without releasing or in any way affecting the lien of the undersigned or any other property described in said Deed of Trust.

IN WITNESS whereof, Reconstruction Finance Corporation has caused this instrument to be executed by and through its duly authorized Attorney in Fact, the Concord National Bank, Concord, North Carolina,


Reconstruction Finance Corporation
By-Attorney-in-Fact
The Concord National Bank
Concord, North CarolinaL.D. Coltrane, III
Vice PresidentNorth Carolina
Cabarrus County

I, Dorothy R. Faggart, Deputy Clerk Superior Court of Cabarrus County, North Carolina, certify that L.D. Coltrane III personally appeared before me this day and being duly sworn, acknowledged the execution thereof. Therefore, let the instrument, together with this certificate be registered.

WITNESS my hand and official seal, this the 7 day of January 1957.

Dorothy R. Faggart - Deputy Clerk Superior
Court

Filed for registration on the 7th day of January, 1957, at 4:05 P.M. and registered in Record of Deeds No. 269 page 588.


Register of Deeds

01892

Deed 382-601

Parcel 11-3-13.00

NORTH CAROLINA
CABARRUS COUNTY

THIS INDENTURE, made this the 3rd day of May in the year of our Lord one thousand nine hundred and sixty-eight between Cannon Mills Company, a corporation duly organized and doing business under the laws of the State of North Carolina, of the County of Cabarrus and State of North Carolina, of the first part and Leonard J. Dover of the County of Cabarrus and State of North Carolina, of the second part:

W I T N E S S E T H :

That the said party of the first part, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations to the said party of the first part, in hand paid, the receipt whereof is heroby acknowledged, has bargained, sold and conveyed, and by these presents does hereby bargain, sell and convey unto the said party of the second part, his heirs and assigns, the following described real estate, lying and being in the County of Cabarrus in the State of North Carolina and bounded as follows:

BEGINNING at a stake, a corner common to the party of the second part and being S. 65° 0' W. 119.8 feet from an iron stake at what was Brown Manufacturing Company's old corner; thence from the beginning corner S. 65° 0' W. 132.0 feet to a stake on the east line of White Street; thence with the east line of White Street N. 25° 0' W. 120.0 feet to a stake, a corner to (now or formerly) Geneva L. Cook; thence leaving White Street and with the line of said Cook N. 65° 0' E. 132.0 feet to a point on the line of the party of the second part; thence with the line of the party of the second part S. 25° 0' E. 120.0 feet to the point and place of BEGINNING, subject, however, to any utility right of way lines or easements affecting said property whether created by grant or acquired by prescription.

TO HAVE AND TO HOLD all and singular the above granted premises, together with the appurtenances unto the said party of the second part, his heirs and assigns forever. And the said party of the first part, for itself, its successors and assigns, does hereby covenant with the said party of the second part, and

WITNESSETH
Tax Supervisor Office

Date 5.9.68 By D.

BOOK 382 PAGE 601

his heirs and assigns, that it is seized of the premises in fee simple; that the said premises are free from all incumbrances; that it has a good right and authority to sell the same; and that it will warrant and defend the said premises unto the said party of the second part, his heirs and assigns, against the lawful claims of all persons whatsoever.

IN TESTIMONY WHEREOF, the said party of the first part has caused this deed to be signed in its name by its President, attested by its Secretary, and has caused its corporate seal to be affixed hereto, the day and year first above written.



CANNON MILLS COMPANY

By *Samuel H. Cannon*
President

J. H. Cannon
Secretary



Deed 585-303
Parcel 11-3-12.00

3482

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

BOOK 545 PAGE 303

THIS INDENTURE, made this the 7th day of May, 1982,
by and between RUTH DOVER HINSON and husband, M. G. HINSON, of
the County of Aiken, State of South Carolina; HELEN DOVER ROBBINS
(widow), LUCILLE DOVER MABREY HUNSUCKER (widow), RACHEL DOVER
UNDERWOOD and husband, JOE M. UNDERWOOD; and CHARLES DONALD DOVER
and wife, SHIRLEY Mc. DOVER, all of the County of Cabarrus,
State of North Carolina, parties of the first part; and DOVER'S
SUPER MARKET, INC., a North Carolina corporation, party of the
second part;

W I T N E S S E T H:

THAT the said parties of the first part, for themselves,
their heirs, administrators and assigns, for and in consideration
of the sum of TEN DOLLARS (\$10.00) and other good and valuable
consideration to the said parties of the first part in hand paid,
the receipt whereof is hereby acknowledged, have bargained and
sold, and by these presents do bargain, sell and convey unto the
said party of the second part, its successors and assigns, the
following described real property, situate, lying and being in
the County of Cabarrus and State of North Carolina, bounded as
follows, to-wit:

One Tract of land, lying and being in No. 11
Township, situated in the section known as
Brown Mill on old Charlotte Road, and lying
on the south side of the Brown Mill or Old
Charlotte Road, and being a part of the
African M.E. Zion Church land, adjoining the
land of the Brown Mill, Aud Dover and others,
and bounded as follows:

BEGINNING at an iron stake on south side of
old Charlotte Road, a corner of the Brown
Mill property, and runs thence with said
road N. 74 $\frac{1}{2}$ E. 169.9 feet to an iron stake
on the south side of said road, a new corner
on old church line; thence a new line S.
10 $\frac{1}{2}$ E. 382 feet to a poplar tree, marked,
witnessed by a small poplar, a new corner;

HARTSELL, HARTSELL
& MILLS, P. A.
ATTORNEYS AT LAW
CONCORD, N. C.

File - Same

STATE OF NORTH CAROLINA
MAY 10 '82
Real Estate
Excise Tax
\$65.00
RB. 10727

thence another new line S. 94 W. 292 feet to a large hickory, an old corner of church property, Aud Dover and others; thence with the line of Aud Dover N. 41 1/4 W. 233.8 feet to an iron stake, a corner of said Dover; thence another line of said Dover N. 23 1/4 W. 45 feet to an iron stake, Dover's corner; thence with old line N. 4 W. 407 feet to the beginning, containing 2.5 acres, more or less.

Being in all respects that property conveyed by the Trustees of Zion Hill A.M.E. Zion Church of Concord, North Carolina to C. W. Dover by Deed dated May 15, 1930 and recorded in Record of Deeds Book No. 23, at page 113.

Charlie Walter Dover died on August 29, 1979, and devised his real property to the above-named grantors. See 79-B-356 in the Office of the Clerk of Superior Court of Cabarrus County, North Carolina.

TO HAVE AND TO HOLD all and singular the above granted premises, with the appurtenances, unto the said party of the second part, its successors and assigns forever. And the said parties of the first part, for themselves, their heirs, executors, administrators and assigns, do hereby covenant with the said party of the second part, its successors and assigns, that they are seized of said premises in fee simple; that said premises are free and clear of all encumbrances; that they have good right and lawful authority to sell the same; that they will warrant and defend the aforesaid premises unto the said party of the second part, its successors and assigns, against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said parties of the first part herein have hereunto set their hands and seals, the day and year first above written.

Ruth Dover Hinson (SEAL)
Ruth Dover Hinson

M. G. Hinson (SEAL)
M. G. Hinson

Helen Dover Robbins (SEAL)
Helen Dover Robbins

Lucille Dover Mabrey Mansucker (SEAL)
Lucille Dover Mabrey Mansucker

HARTSELL, HARTSELL
& MILLS, P. A.
ATTORNEYS AT LAW
CONCORD, N. C.

Rachel Dove Underwood (SEAL)
Rachel Dover Underwood

Joe M. Underwood (SEAL)
Joe M. Underwood

Charles Donald Dover Sr. (SEAL)
Charles Donald Dover

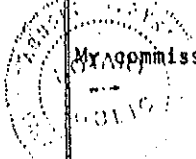
Shirley M. Dover (SEAL)
Shirley M. Dover

STATE OF ~~SOUTH~~ ^{NORTH} CAROLINA
COUNTY OF ~~WATKINS~~ ^{CABARRUS}

I, Arnold S. Byrd, a Notary Public in and for said County and State, do certify hereby that RUTH DOVER HINSON and husband, M. G. HINSON, personally appeared before me this day and acknowledged the due execution of the foregoing deed. WITNESS my hand and notarial seal, this 8th day of May, 1982.

Arnold S. Byrd
Notary Public

My commission expires: 2-22-80



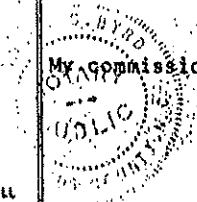
STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, Arnold S. Byrd, a Notary Public in and for said County and State, do certify hereby that HELEN DOVER ROBBINS (widow), personally appeared before me this day and acknowledged the due execution of the foregoing deed.

WITNESS my hand and notarial seal, this 8th day of May, 1982.

Arnold S. Byrd
Notary Public

My commission expires: 2-22-85



HARTSELL, HARTSELL
& MILLS, P. A.
ATTORNEYS AT LAW
CONCORD, N. C.

FILED	Dec 30, 2019
AT	08:28:00 AM
BOOK	13922
START PAGE	0134
END PAGE	0136
INSTRUMENT #	36453
EXCISE TAX	\$0.00

TAX STAMPS: \$0.00

Prepared by H. L. Ruth, III, PA

TAX ID: 5620337584; 5621744451

NORTH CAROLINA

GENERAL WARRANTY DEED

CABARRUS COUNTY

2018 THIS DEED, made and entered this 17th day of December,
2018, by DOVER'S SUPER MARKET, INC., a North Carolina
Corporation, Grantor, whose mailing address is 557 Cabarrus Ave.,
W, Concord, NC 28027 to LEONARD J. AND LUTIE R. DOVER
INVESTMENTS, LLP, Grantee, whose mailing address is 557 Cabarrus
Ave., W., Concord, NC 28027.

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

W I T N E S S E T H :

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 tract or parcel of land,
being in the Cabarrus County, North Carolina and being more
particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

The property conveyed herein does not contain the primary
residence of Grantor.

DOVER'S SUPER MARKET, INC. has been administratively dissolved by the North Carolina Secretary of State. This deed is being executed as an act of winding up the business of the corporation.

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.

Grantor covenants with 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 lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed by it duly authorized members the day and year first above written.

DOVER'S SUPER MARKET, INC.

BY: Audy R. Dover (SEAL)
AUDY R. DOVER, President

STATE OF NORTH CAROLINA

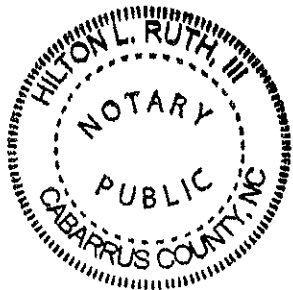
COUNTY OF CABARRUS

I, a notary public of the County and State aforesaid, certify that Audy R. Dover personally came before me this day and acknowledged that he is President of DOVER'S SUPER MARKET, INC., a corporation and that by authority duly given and as an act of the entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and notarial seal this the 1st day of ~~November~~, 2018. December, 2019

[Handwritten Signature]

Notary public

My commission expires: 3/15/2022



13922 0136

EXHIBIT "A"

FIRST TRACT:

Being known as PIN 5620 33 7584 and being that property described in Book 545, page 303.

SECOND TRACT:

Being known as PIN 5621 74 4451 and being that property described in Book 620, page 390.

FILED	Dec 30, 2019
AT	08:28:00 AM
BOOK	13922
START PAGE	0131
END PAGE	0133
INSTRUMENT #	36452
EXCISE TAX	\$0.00

* These are never deeds,
but only have P/W #'s.
Not legal descriptions

STAMPS: \$0.00

Prepared by H. L. Ruth, III, PA

TAX ID: 5620-23-7318; 5620231199; 5620233285; 5620233201;
5620127992; 5620334542; 5620335684; 5620336429; 5620335414
5509346614

NORTH CAROLINA

NON WARRANTY DEED

CABARRUS COUNTY

THIS DEED, made this 17th day of December, 2019, by
AUDY R. DOVER and spouse, MARGARET ANN DOVER, Grantors, whose
mailing address is 557 Cabarrus Ave., W, Concord, NC 28027 to
LEONARD J and LUTIE R. DOVER INVESTMENTS, LLP a North Carolina
Limited Liability Partnership, Grantee, whose mailing address is
557 Cabarrus Ave., W, Concord, NC 28027.

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

W I T N E S S E T H :

That the Grantors, for a valuable consideration paid by the
Grantee, the receipt of which is hereby acknowledged, have and
by these presents do grant, bargain, sell, and convey unto the
Grantees in fee simple, all that certain tract or parcel of
land, Lying and being in Nos. 2 and 11 Township, Cabarrus
County, North Carolina and being more particularly described as
follows:

SEE EXHIBIT "A" ATTACHED HERETO

See the Last Will and Testament of Leonard J. Dover in File No. 87E58. Lutie R. Dover died intestate leaving Sylvia Darnell Dover and Audy R. Dover as her heirs at law. Sylvia Darnell Dover died intestate leaving Audy R. Dove as her sole heir at law.

The property conveyed herein does not include the primary residence of Grantors.

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.

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.

Audy R Dover (SEAL)
AUDY R. DOVER

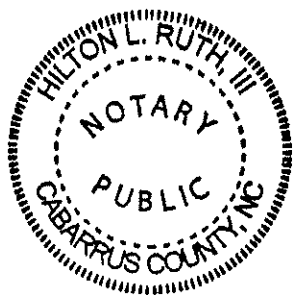
Margaret A. Dover (SEAL)
MARGARET ANN DOVER

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

I, a Notary Public for said County and State, certify that AUDY R. DOVER and MARGARET ANN DOVER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 17th day of Deber, 2019.



Hilton L. Ruth, III
Notary Public

My Commission expires: 3/15/2022

EXHIBIT "A"

FIRST TRACT:

Being known as PIN 5620-23-7318 and being that property described in Deed Book 380, page 185 and Deed Book 376, page 244.

SECOND TRACT:

Being known as PIN 5620 23 1199 and being that property described in Book 455, page 644.

THIRD TRACT:

Being known as PIN 5620 23 3285 and being that property described in Book 4594, page 15.

FOURTH TRACT:

Being known as PIN 5620 23 3201 and being that property described in Book 6246, page 44.

FIFTH TRACT:

Being known as PIN 5620 12 7992 and being that property described in Book 361, page 176.

SIXTH TRACT:

Being known as PIN 5620 33 4542 and being that property described in Book 382, page 601.

SEVENTH TRACT:

Being known as PIN 5620 33 5684 and being that property described in Book 270, page 190 and Book 269, page 587.

EIGHTH TRACT:

Being known as PIN 5620 33 6429 and being that property described in Book 446, page 499

NINTH TRACT:

Being known as PIN 5620 33 5414 and being that property described in Book 4594, page 9.

TENTH TRACT:

A one-half undivided interest in that property known as PIN 5509630933 described in Book 539, page 277.

ELEVENTH TRACT

Being known as PIN 5509-34-6614 and being that property described in Book 547, page 552.

13922 0137

FILED ELECTRONICALLY
CABARRUS COUNTY NC
M. WAYNE NIXON

FILED	Dec 30, 2019
AT	08:28:00 AM
BOOK	13922
START PAGE	0137
END PAGE	0139
INSTRUMENT #	36454
EXCISE TAX	\$0.00

STAMPS: \$0.00

Prepared by H. L. Ruth, III, PA

TAX ID: 5620-23-3201; 5620231199; 5620237318; 5620233285

NORTH CAROLINA

NON WARRANTY DEED

CABARRUS COUNTY

THIS DEED, made this 1th day of Doah, 2019, by LEONARD J and LUTIE R. DOVER INVESTMENTS, LLP, a North Carolina Limited Liability Partnership, Grantor, whose mailing address is 557 Cabarrus Ave., W, Concord, NC 28027 to LEONARD J and LUTIE R. DOVER INVESTMENTS, LLP a North Carolina Limited Liability Partnership, Grantee, whose mailing address is 557 Cabarrus Ave., W, Concord, NC 28027.

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

W I T N E S S E T H :

That the Grantors, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, have and by these presents do grant, bargain, sell, and convey unto the Grantees in fee simple, all that certain tract or parcel of land, Lying and being in Nos. 2 and 11 Township, Cabarrus County, North Carolina and being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Submitted electronically by "H. L. Ruth, III, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the Memorandum of Understanding with
the Office of the Register of Deeds of Cabarrus County. NCGS 47-14(a1)(5).

See the Last Will and Testament of Leonard J. Dover in File No. 87E58. Lutie R. Dover died intestate leaving Sylvia Darnell Dover and Audy R. Dover as her heirs at law. Sylvia Darnell Dover died intestate leaving Audy R. Dove as her sole heir at law.

The purpose of this deed is to combine the property herein described into one tax parcel

The property conveyed herein does not include the primary residence of Grantors.

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.

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.

LEONARD J. and LUTIE R. DOVER
INVESTMENTS, LLP

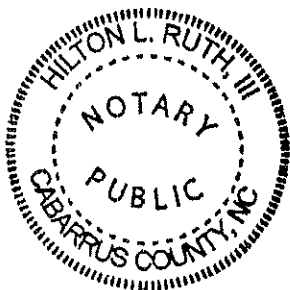
BY: *Audy R. Dover*
AUDY R. DOVER, General Partner

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

I, a Notary Public for said County and State, certify that AUDY R. DOVER personally appeared before me this day and acknowledged that he is General Partner of Leonard J. and Lutie R. Dover Investments, LLP, a North Carolina Limited Liability Partnership and that being authorized to do so, he executed the foregoing instrument as its act and deed.

Witness my hand and seal this 17th day of December, 2019.



[Signature]
Notary Public

My Commission expires: 3/15/2022

EXHIBIT "A"

FIRST TRACT:

Being known as PIN 5620-23-3201 and being that property described in Book 6246, page 44 and being that property known as 659 Cabarrus Avenue, West, Concord, North Carolina.

SECOND TRACT:

Being known as PIN 5620 23 1199 and being described in Book 6664, page 284 and being known as 663 Cabarrus Avenue, West, Concord, North Carolina.

THIRD TRACT:

Being known as PIN 5620 23 7318 and being described in Book 664, page 284 and being on Cabarrus Avenue, West.

FOURTH TRACT:

Being known as PIN 5620 23 3285 and being described in Book 6664, page 284 and being known as 655 Cabarrus Avenue, West, Concord, North Carolina

FILED	Dec 30, 2019
AT	08:28:00 AM
BOOK	13922
START PAGE	0140
END PAGE	0142
INSTRUMENT #	36455
EXCISE TAX	\$0.00

STAMPS: \$0.00

Prepared by H. L. Ruth, III, PA

TAX ID: 5620-33-4542; 5620335684; 5620336429; 5620335414;
5620337584; 5620334638; 5620334659;

NORTH CAROLINA

NON WARRANTY DEED

CABARRUS COUNTY

THIS DEED, made this 17th day of December, 2019, by
LEONARD J and LUTIE R. DOVER INVESTMENTS, LLP, a North Carolina
Limited Liability Partnership, Grantor, whose mailing address is
557 Cabarrus Ave., W, Concord, NC 28027 to LEONARD J and LUTIE
R. DOVER INVESTMENTS, LLP a North Carolina Limited Liability
Partnership, Grantee, whose mailing address is 557 Cabarrus
Ave., W, Concord, NC 28027.

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

W I T N E S S E T H :

That the Grantors, for a valuable consideration paid by the
Grantee, the receipt of which is hereby acknowledged, have and
by these presents do grant, bargain, sell, and convey unto the
Grantees in fee simple, all that certain tract or parcel of
land, Lying and being in Nos. 2 and 11 Township, Cabarrus
County, North Carolina and being more particularly described as
follows:

SEE EXHIBIT "A" ATTACHED HERETO

See the Last Will and Testament of Leonard J. Dover in File No. 87E58. Lutie R. Dover died intestate leaving Sylvia Darnell Dover and Audy R. Dover as her heirs at law. Sylvia Darnell Dover died intestate leaving Audy R. Dove as her sole heir at law.

The purpose of this deed is to combine the property herein described into one tax parcel

The property conveyed herein does not include the primary residence of Grantors.

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.

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.

LEONARD J. and LUTIE R. DOVER
INVESTMENTS, LLP

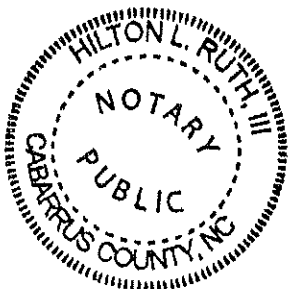
BY: *Audy R. Dover*
AUDY R. DOVER, General Partner

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

I, a Notary Public for said County and State, certify that AUDY R. DOVER personally appeared before me this day and acknowledged that he is General Partner of Leonard J. and Lutie R. Dover Investments, LLP, a North Carolina Limited Liability Partnership and that being authorized to do so, he executed the foregoing instrument as its act and deed.

Witness my hand and seal this 17th day of December, 2019.



Hilton L. Ruth, III
Notary Public

My Commission expires: 3/15/2022

EXHIBIT "A"

FIRST TRACT:

Being known as PIN 5620 33 4542 and being that property described in Book 382, page 601 and being known as 15 South White Street, Concord, North Carolina.

SECOND TRACT:

Being known as PIN 5620 33 5684 and being that property described in Book 270, page 190 and Book 269, page 587 and being known as 557 Cabarrus Avenue, West, Concord, North Carolina

THIRD TRACT:

Being known as PIN 5620 33 6429 and being that property described in Book 446, page 499 and being off of White Street.

FOURTH TRACT:

Being known as PIN 5620 33 5414 and being that property described in Book 4594, page 9 and being on White Street.

FIFTH TRACT:

Being known as PIN 5620 33 7584 and being that property described in Book 6664, page 284 and being known as 535 Cabarrus Avenue, West, Concord, North Carolina.

SIXTH TRACT:

Being known as PIN 5620 33 4638 and being that property described in Book 13037, page 176 and being known as 563 Cabarrus Avenue, West, Concord, North Carolina.

SEVENTH TRACT:

Being known as PIN 5620 33 4659 and being that property described in Book 13340, page 227 and being known as 561 Cabarrus Avenue, West, Concord, North Carolina.

FILED	Dec 30, 2019
AT	08:28:00 AM
BOOK	13922
START PAGE	0143
END PAGE	0145
INSTRUMENT #	36456
EXCISE TAX	\$0.00

STAMPS: \$0.00

Prepared by H. L. Ruth, III, PA

TAX ID: 5620-12-7992; 5620128995

NORTH CAROLINA

CABARRUS COUNTY

NON WARRANTY DEED

THIS DEED, made this 17th day of December, 2019, by LEONARD J and LUTIE R. DOVER INVESTMENTS, LLP, a North Carolina Limited Liability Partnership, Grantor, whose mailing address is 557 Cabarrus Ave., W, Concord, NC 28027 to LEONARD J and LUTIE R. DOVER INVESTMENTS, LLP a North Carolina Limited Liability Partnership, Grantee, whose mailing address is 557 Cabarrus Ave., W, Concord, NC 28027.

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

W I T N E S S E T H :

That the Grantors, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, have and by these presents do grant, bargain, sell, and convey unto the Grantees in fee simple, all that certain tract or parcel of land, Lying and being in Nos. 2 and 11 Township, Cabarrus County, North Carolina and being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

See the Last Will and Testament of Leonard J. Dover in File No. 87E58. Lutie R. Dover died intestate leaving Sylvia Darnell Dover and Audy R. Dover as her heirs at law. Sylvia Darnell Dover died intestate leaving Audy R. Dove as her sole heir at law.

The purpose of this deed is to combine the property herein described into one tax parcel

The property conveyed herein does not include the primary residence of Grantors.

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.

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.

LEONARD J. and LUTIE R. DOVER
INVESTMENTS, LLP

BY: Audy R. Dover
AUDY R. DOVER, General Partner

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

I, a Notary Public for said County and State, certify that AUDY R. DOVER personally appeared before me this day and acknowledged that he is General Partner of Leonard J. and Lutie R. Dover Investments, LLP, a North Carolina Limited Liability Partnership and that being authorized to do so, he executed the foregoing instrument as its act and deed.

Witness my hand and seal this 17th day of July, 2019.

HAR

Notary Public

My Commission expires: 3/15/2022

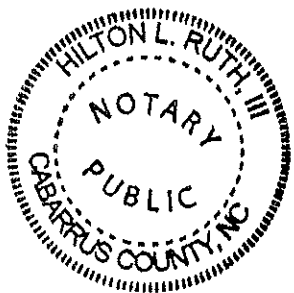


EXHIBIT "A"

FIRST TRACT:

Being known as PIN 5620 12 7992 and being that property described in Book 361, page 176 and being on Cabarrus Avenue, West.

SECOND TRACT:

Being known as PIN 5620 12 8995 and being that property described in Book 11953, page 57 and being known as 685 Cabarrus Avenue, West, Concord, North Carolina



Exhibit C

41 Cabarrus Ave. West, P.O. Box 308, Concord, NC 28026 - www.concordnc.gov

August 13, 2021

Leonard J & Lutie Dover Inv LLP
557 Cabarrus Ave W
Concord, NC 28027

Reference: Property located at 655 Cabarrus Ave W
Case # CNCE2021-01789

Dear Property Owner,

Due to the ability for people and children to access the interior of the structure, the City of Concord is asking that you secure the structure, especially the **broken or missing windows & glazing and any entry doors**. The property needs to be secured in **seven (7) days** or the City of Concord will have to contract with an outside contractor to secure the premises at your expense, plus an administrative fee as adopted by the annual budget as set forth in Section 30-1 of the City of Concord's Code of Ordinances. This includes all exterior doors, first floor windows, crawl space/ basement doors and accessory structures.

Please contact the Code Enforcement office to schedule a detailed inspection of this dwelling.

If you have any questions concerning this matter please contact our office within the next seven (7) days. I can be reached at my office at (704) 920-6030, or via email at caudell@concordnc.gov

Sincerely,

Derrick A Caudell, CZO
Senior Code Enforcement Officer

Enclosure/ CC. File

Police

Phone (704) 920-6030 • Fax (704) 920-6973 • caudell@concordnc.gov

Exhibit D





655





Minimum Housing Standards Notice of Complaint

Date: August 13, 2021

Parties in Interest: Leonard J & Lutie Dover Inv. LLP
557 Cabarrus Ave W
Concord, NC 28027

Case No.: **CNCE2021-01788**

Property Address: 659 Cabarrus Ave. W

Parcel PIN #: **5620-23-3201**

Inspection of the premises identified above indicates violation(s) of the following Section(s) of the City of Concord's Minimum Housing Standards:

Section: 14-38 Maintenance of Building

Section: 14-47 Procedure for Repair

Section: 14-57 Structural Standards

Section: 14-61 Safe & Sanitary Maintenance

Section: 14-64 Responsibilities of owners and occupants

To avoid further Code Enforcement action, make necessary repairs prior to the scheduled hearing date and call for re-inspection upon completion. If repairs are not completed in compliance with the Minimum Housing Standards, or if no repairs are completed, the hearing shall proceed as scheduled in the attached Hearing Notice.

After the hearing, the officer shall issue an Order stating the specific violations found and establishing a time frame for correction. The time frame shall not be less than (30) thirty days or greater than (90) ninety days as determined by the public officer conducting the hearing.

POLICE

Phone (704) 920-6030 • Fax (704) 920-6973

August 13, 2021

CNCE2021-01788

659 Cabarrus Ave W

(PIN# 5620-23-3201)

- 1- All broken/missing windows must be replaced
- 2- Any dry rotted boards shall be replaced
- 3- Any lose or chipped painted shall be fix and repainted
- 4- Any lose or hanging eaves shall be fixed/replaced

All repairs must be inspected by a Cabarrus County Building Inspector as required.

NOTE: These code violations are to be corrected in a competent, workmanlike manner. Poor workmanship will not be approved. Extensions are only approved by the Chief of Police, and only possible if a written request explaining the need for more time is received before the compliance period expires. Civil penalties are effective if all repairs are not approved by the Housing Enforcement Officer on or before the compliance period expires.

Minimum Housing Standards
Notice of Hearing

August 13, 2021

Leonard J & Lutie Dover Inv. LLP
557 Cabarrus Ave W
Concord, NC 28027

RE: CNCE2021-01788
Address: 659 Cabarrus Ave W
Parcel PIN # **5620-23-3201**

- I. This Complaint and Notice of Hearing are issued and served pursuant to the Code of Ordinances of the City of Concord and the North Carolina General Statutes.
- II. It appears to the undersigned, who is the public officer under the Code of Ordinances, from his preliminary investigation of the premises, that the property identified above is in violation of one or more of the Minimum Housing Standards in Chapter 14, Article II of the Code of Ordinances of the City of Concord.
- III. The undersigned complaining of the aforesaid property and all persons owning or having any interest therein, charges that said property fails to meet the Minimum Housing Standards prescribed in the Code of Ordinances of the City of Concord as more specifically set forth in the attached Notice of Violation.
- IV. You are hereby notified that a hearing will be held before the undersigned in the Police Department, Code Enforcement Section at 41 Cabarrus Avenue West, Concord, NC at **9 o'clock AM** on the **3rd of September, 2021**. The parties owning or having interest in the aforesaid property may show cause why an order should not be entered finding said property to be unfit for human habitation and directing that it be made to comply with the provisions of the Minimum Housing Standards of the City of Concord.
- V. You are further notified that all parties in interest have a right to file an answer to this complaint in the office of the undersigned at any time prior to, or at the time set for, the hearing of this matter and also, to appear, in person, or otherwise, and give testimony or present evidence at the time, and place above fixed. The rules of evidence shall not be controlling in hearings before the public officer.

Sincerely,



Derrick A. Caudell, CZO
Senior Code Enforcement Officer
Building Level I Inspector

Police

Phone (704) 920-6030 fax (704) 920-6973

Exhibit H









STOP







Exhibit I

Finding of Fact and Order

September 7, 2021

Case #: CNCE2021-01788
Property Address: 659 Cabarrus Ave W
PIN #: 5620-23-3201

Leonard J & Lutie Dover Inv. LLP
557 Cabarrus Ave W
Concord, NC 28027

To all parties of interest in the property located at 659 Cabarrus Ave W, Concord, North Carolina with Property Identification Number 5620-23-3201:

Following a hearing by the Code Enforcement Officer, the following **FINDINGS OF FACT** are made:

1. The above parties have been duly served with a copy of the Complaint and Notice of Hearing in this matter;
2. The Hearing was held on September 3rd, 2021 at 41 Cabarrus Avenue West, Concord, North Carolina.
3. The property referenced above is in violation of one or more of the Minimum Housing Standards. (See Exhibit “A” attached)

Following the hearing, the following **CONCLUSIONS OF LAW** are made:

1. The property referenced above (**check one**):
 - Dilapidated (Demolition is Appropriate)**—The dwelling is unfit for human habitation and **cannot** be repaired, altered or improved to comply with all of the minimum standards established by Article 14 of the Concord City Code at a cost not in excess of 50 percent of its value.
 - Deteriorated**—The dwelling is required to comply with minimum standards and **can** be repaired, altered or improved to comply with all of the minimum standards established Article 14 of the Concord City Code at a cost not in excess of 50 percent of its value.

Therefore, it is hereby ORDERED: that on or before October 7th, 2021**:

Police

Phone (704) 920-6030 • Fax (704) 920-6973 • caudell@concordnc.gov

1. **REPAIR, ALTER, or IMPROVE** this property to meet all Minimum Housing Standards as provided in the City of Concord Code of Ordinances by remedying all of the defects set forth in Exhibit "A."
- OR**
2. **DEMOLISH** the dwelling and remove all debris from this property.

**** If all repairs or improvements to the property cannot be completed by the above date, a thirty (30) day extension may be granted by the Chief of Police. In order to be considered for an extension of time, the owner must have made a good-faith effort to comply with the order and all dangerous conditions must have been repaired. It is the responsibility of the owner or interested parties to contact the officer within the specific time period for an inspection, and to provide a written statement of good cause for an extension. The Police Chief shall have sole authority to grant extensions.**

Failure to comply with this Order may result in civil penalties, in an order vacating the property and prohibiting the owner from collecting rental income from the property and/or in other enforcement actions.

APPEALS: This order may be appealed to the Zoning Board of Adjustment within 10 days from the date of service of this Order by writing to the Zoning Board of Appeals, care of the Concord Police Chief located at 41 Cabarrus Avenue West, Concord, North Carolina 28025.

CIVIL PENALTIES: If your property has not been brought into compliance with the Concord Housing Code by the final date given (including extensions), civil penalties will begin to accrue at the rate of \$200 for the first day following the final date for compliance and \$200 per day thereafter until your property is in compliance. **Requests for extensions must be submitted in writing to the Chief of Police** and must state good cause to be considered within ten (10) days of the Compliance date stated in this Order.

This property was inspected by:
Derrick A Caudell, CZO
Senior Code Enforcement Officer

Proof of Service of this Finding of Fact and Order:

Personally delivering a copy of Finding of Fact and Order

(Delivered by: _____)

Mailed by registered or certified mail.

Police

Phone (704) 920-6030 • Fax (704) 920-6973 • caudell@concordnc.gov

Civil Citation

October 13, 2021

Leonard & Lutie Dover Inv. LLP
557 Cabarrus Ave W
Concord, NC 28027

RE: CNCE2021-01788

PLEASE TAKE NOTICE that the property located at **659 Cabarrus Ave W (PIN # 5620-23-3201)** is in violation of **Sections 14-38, 14-47, 14-57, 14-61, 14-64** of the Minimum Housing Standards of the City of Concord Code of Ordinances.

Findings of Fact and an Order were issued on **09/7/21** requiring that the above referenced property be brought into compliance with the Minimum Housing Standards. The time period for the FOF expired on **10/7/21**. You have failed to comply with that Order and the violations remain on the property.

This violation subjects you to a civil penalty of **TWO-HUNDRED DOLLARS (\$200)**, beginning on **10/13/21** and a **TWO-HUNDRED DOLLARS (\$200)** penalty for every day thereafter, until the premises are brought into compliance with the Order.

THE VIOLATION MUST BE FULLY CORRECTED AND THE TOTAL AMOUNT OF THIS PENALTY PAID IMMEDIATELY IN ORDER TO PREVENT FURTHER ACCRUAL OF CIVIL PENALTIES.

If the accrued civil penalties are not paid within **TEN (10)** days of the date of receipt of this Citation, the City may seek to recover the penalty, together with all costs including attorney's fees, by filing a civil action in the general court of justice in Cabarrus County.

The accrued civil penalties must be paid to the City of Concord Police Department, located at 41 Cabarrus Ave. between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Issued By:

Witnessed by:

Derrick A. Caudell

Derrick A. Caudell, CZO
Senior Code Enforcement Officer
Building Level I Inspector

cc: City Attorney
File

ARTICLE II. - MINIMUM HOUSING STANDARDS

Exhibit K

Footnotes:

--- (2) ---

State Law reference— *Minimum housing standards, G.S. 160A-441 et seq.*

Sec. 14-31. - Housing code established; title.

There are hereby established rules and regulations for the repair or elimination of unfit and/or unsafe housing conditions in the city, which shall be known and designated as "The Housing Code of the City of Concord," and will be referred to hereafter as the "code." Housing is defined as any structure used for, but not limited to, human habitation. Any structure used to house people or property shall be governed by the code.

(Code 1987, § 4-26)

Sec. 14-32. - Exercise of police power; finding; purpose.

- (a) Pursuant to G.S. 160A-441, it is hereby found and declared by the city council that there exist in the city, dwellings which are unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents and other calamities, lack of ventilation, light and sanitary facilities, and due to other conditions rendering such dwellings unsafe or unsanitary, dangerous and detrimental to health, safety and morals, and otherwise inimical to the welfare of the residents of the city. There also exist abandoned structures which the city council finds to be a health or safety hazard as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children or frequent use by vagrants as living quarters in the absence of sanitary facilities. Buildings unfit for human habitation are hereby declared to be a public nuisance and shall be repaired or rehabilitated to the standards of this article or demolished in accordance with the procedure set forth in this article.
- (b) In order to protect the health, safety and general welfare of the residents of the city, as authorized by G.S. 160A-441 et seq., it is the purpose of this article to establish minimum standards of fitness for the initial and continued occupancy of all buildings used for human habitation, as expressly authorized by G.S. 160A-444, and to provide procedures for the repair, closing and demolition of buildings not conforming to such minimum standards of fitness, as expressly authorized by G.S. 160A-443.

(Code 1987, § 4-27; Ord. No. 07-85, § 1, 9-13-2007)

Sec. 14-33. - Conflicting provisions.

If any provision, standard or requirement of this article is found to be in conflict with any provision of any ordinance or code of the city, the provision which establishes the higher standard or more stringent requirement for the promotion and protection of the health, safety and general welfare of the residents of the city shall prevail.

(Code 1987, § 4-28)

Sec. 14-34. - Code remedial.

This Code is hereby declared to be remedial, and shall be construed to secure the beneficial interests and purposes thereof—which are public health, safety, and general welfare—through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards incident to the construction, alteration, repair, removal, demolition, use and occupancy of dwellings, apartment houses, rooming houses or buildings, structures or premises used as such.

(Code 1987, § 4-30)

Sec. 14-35. - Scope of article.

- (a) The provisions of this Code shall apply to the construction, alteration, repair, equipment, use, occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.
- (b) No provision of this Code shall be held to deprive any federal or state agency, or any municipal authority having jurisdiction, of any power or authority which it had on the effective date of this article or of any remedy then existing for the enforcement of its orders, nor shall it deprive any individual or corporation of its legal rights as provided by law.
- (c) The provisions of this Code shall apply to all tents, motor homes, pop-up campers, RVs, and similar vehicles used for human shelter which are designed to be transportable and which are not attached to the ground, to another structure or to any utilities system on the same premises, when they are used for residential occupancy in excess of 15 consecutive days.

(Code 1987, § 4-31)

Sec. 14-36. - Reserved.

Editor's note— Ord. No. 07-85, § 1, adopted Sept. 13, 2007 repealed § 14-36 which pertained to exercise of police power; finding; purpose. See also the Code Comparative Table.

Sec. 14-37. - Existing buildings.

The provisions of this code shall apply to any dwelling, apartment, apartment house or rooming house irrespective of when the building was constructed, altered or repaired.

- (1) If, within any period of 12 months, alterations or repairs are made to an existing building costing in excess of 50 percent of the then-physical value of the building, such building shall be made to conform to the requirements of the building code for new buildings.
- (2) If an existing building is damaged by fire or otherwise in excess of 50 percent of its then-physical value before such damage is repaired, it shall be made to conform to the requirements of the building code for new buildings.
- (3) If the cost of such alterations or repairs, or the amount of such damage, is more than 25 percent but not more than 50 percent of the then-physical value of the building, the portions to be altered or repaired shall be made to conform to the requirements of the building code for the new building to such extent as the building official may determine.
- (4) Repairs and alterations not covered by the preceding subdivisions of this section, restoring a building to its

condition previous to damage or deterioration, or altering it in conformity with the provisions of the building code or in such manner as will not extend or increase an existing nonconformity or hazard, may be made with the same kind of materials as those of which the building is constructed.

- (5) For the purposes of this section the physical value of a building or structure, as defined in this section, shall be determined by a housing code enforcement officer, and he shall use as a guideline the tax value of the building exclusive of land.

(Code 1987, § 4-33)

Sec. 14-38. - Maintenance of buildings.

All buildings or structures, both existing and new, and all parts of such buildings or structures, shall be maintained in a safe and sanitary condition. All devices or safeguards which are required by this Code in a building when erected, altered or repaired shall be maintained in good working order. The owner, or his designated agent, shall be responsible for the maintenance of buildings, structures and premises.

(Code 1987, § 4-34; Ord. No. 07-85 § 1, 9-13-2007)

Sec. 14-39. - Definitions.

Words not defined in this section shall have the meanings in Webster's Third New International Dictionary, as revised. All words in this article that are used in the present tense include the future, used in the masculine gender include the feminine and neuter, and the singular number includes the plural and the plural number includes the singular. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned structure means any structure that has not been occupied or used, by its owner or by some person acting under authority of its owner, for a continuous period of 30 days or longer and which is determined by the housing code enforcement officer to be unfit for human habitation or occupancy based upon the standards as set forth in this article.

Accessory building and *outhouse* mean a building or structure the use of which is incidental to that of the main building or structure and which is located on the same lot or on a contiguous lot, also known as an appurtenance.

Alteration means a change or rearrangement in the structural parts or in the exit facilities; or an enlargement, whether by extending on a side or by increasing in height; or the moving from one location or position to another; or a modification in the use of occupancy; and the term "alter" in its various moods and tenses and its participle, refers to the making of an alteration.

Approved, as applied to a material, device or mode of construction, means approved by the inspector under the provisions of this Code, or by other authority designated by law to give approval in the matter in question.

Area means:

- (1) As applied to the dimension, the maximum horizontal projected area of the building.
- (2) As applied to the dimensions of a room, the total square footage of floor area between finished walls.

Basement means a story having a clear height of at least seven feet from finished floor to finished ceiling, the floor level of which is below finished grade but not less than four feet below the average finished grade, having floor and walls of approved construction.

Building means any structure built for the support, shelter or enclosure of persons which has enclosed walls for 50 percent of its perimeter. The term "building" shall be construed as if followed by the words "or part thereof."

Cellar means a portion of a building located partly or wholly underground, having one-half or more of its clear floor-to-ceiling height (by cubic measurement) below the average grade of the adjoining ground, and having inadequate access to light and air from windows located partly or wholly below the adjoining ground.

Certificate of occupancy means a permit issued by the Director of Cabarrus County Building Inspections or his designated agents, certifying the named dwelling complies with the minimum requirements of the North Carolina State Building Code.

Close means securing the building so that unauthorized persons cannot gain entrance to the building.

Demolish means the demolition and removal of the entire building leaving the property free and clear of any debris and without holes or pockets which may retain water. See the definition of "removal."

Deteriorated means that a dwelling is required to comply with minimum standards and can be repaired, altered or improved to comply with all of the minimum standards established by this article at a cost not in excess of 50 percent of its value as determined by finding of the officer.

Dilapidated means that a dwelling is unfit for human habitation and cannot be repaired, altered or improved to comply with all of the minimum standards established by this article at a cost not in excess of 50 percent of its value, as determined by finding of the officer.

Dwelling means any building which is wholly or partly used or intended to be used for living or sleeping by human occupants, provided that temporary housing as defined in this section shall not be regarded as a dwelling.

Dwelling, dwelling unit, rooming house, rooming unit and *premises* shall be construed as though they were followed by the words "or any part thereof."

Dwelling unit means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

Exit means a clear and unobstructed way of departure from the interior of a building or structure to the exterior at street or grade level.

Extermination means the control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or by any other recognized and legal pest elimination methods approved by the officer.

Facilities means water closets, tub or shower, lavatories, sink and water heating and heating unit that may be commonly found to exist in a habitable dwelling or dwelling unit.

Garbage means the animal and vegetable waste resulting from the handling, preparation, cooking and/or consumption of food by humans or animals. See the definition of "rubbish."

Governing body means the city council.

Habitable room means a room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes excluding bathrooms, water closet compartments, laundries, heater rooms, foyers or communicating corridors, closets and storage spaces.

Infestation means the presence within or around a dwelling of any insects, rodents or other pests in such number as to constitute a menace to the health, safety or general welfare of the occupants or to the public.

Multiple dwelling means any dwelling containing more than two dwelling units.

Occupant means any person over one year of age living, sleeping, cooking or eating in, or having actual possession of, a dwelling unit or rooming unit.

Officer means the chief of police of the city or his authorized housing code enforcement agent.

Operator means any person who has charge, care or control of a building or part thereof in which dwelling units or rooming units are let.

Owner means any person who alone or jointly or severally with others:

- (1) Shall have title to any dwelling or dwelling unit, with or without accompanying actual possession thereof;
- (2) Shall have charge, care or control of any dwelling or dwelling unit as owner or agent of the owner or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner, and any such person thus representing the actual owner shall be bound to comply with the provisions of this article and of rules and regulations adopted pursuant thereto, to the same extent as if he were the owner; or
- (3) Is a mortgagee of record for any dwelling, dwelling unit or rooming unit.

Parties in interest means all individuals, associations and corporations who have interest of record in a dwelling and any who are in possession of a dwelling.

Perimeter means the outer limits of an area.

Pier means a masonry support extending from the ground and footing to and supporting the building or its portion.

Plumbing means and includes all of the following supplied facilities and equipment: gas pipes, gas burning equipment, water pipes, mechanical garbage disposal units (mechanical sink grinder), waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catchbasins, drains, vents and any other similar supplied fixtures, together with all connections to water, sewer or gas line.

Premises means a lot, plat or parcel of land, including the building or structures thereon.

Public authority means any officer who is in charge of any department or branch of the government of the city or county or state relating to health, fire, building regulations or other activities concerning dwellings in the city.

Removal means the demolition and removal of the entire building, leaving the premises free and clear of any debris; any excavation properly filled in and with no holes or pockets which may retain water.

Rooming unit means any rooms or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

Rooming house means any dwelling or that part of any dwelling containing one or more rooming units in which space is let by the owner or operator to three or more persons who are not related by marriage or biologically to the owner or operator.

Rubbish means combustible and noncombustible waste materials except garbage and ashes, and the term shall include paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass crockery and dust.

Structure means that which is built or constructed, an edifice or building of any kind; or any piece of work artificially built up or composed of parts joined together in some definite manner. The term "structure" shall be construed as if followed by the words "or part thereof."

Substandard means any conditions existing in any habitable dwelling, or dwelling unit, which violate or do not comply with one or more minimum standards of fitness of this Code.

Supplied means paid for, furnished or provided by or under the control of the owner or operator.

Temporary housing means any tent, motor home, pop-up camper, RV, and similar type vehicle used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure or to any utilities system on the same premises for more than 15 consecutive days.

Tenant means any person who alone or jointly or severally with others occupies a residential building under a lease or holds a legal tenancy in a building.

Unfit for human habitation means that conditions exist in a dwelling which violate or do not comply with one or more of the minimum standards of fitness and are inimical to the health, safety and moral welfare of the occupants or residents in the area.

Ventilation means the expelling of stale air from housing through circulation of fresh air by natural or mechanical means.

Ventilation, mechanical, means ventilation by power-driven devices.

Ventilation, natural, means ventilation by opening to outer air through windows, skylights, doors, louvers or stacks with or without wind-driven devices.

(Code 1987, § 4-36; Ord. No. 07-85, § 1, 9-13-2007)

Cross reference— Definitions generally, § 1-2.

Sec. 14-40. - Violations.

- (a) It shall be unlawful for the owner of any dwelling or dwelling unit to fail, neglect or refuse to repair, alter or improve such dwelling or dwelling unit or to vacate and close and remove or demolish it upon order of the officer duly made and served within the time specified in such order. It shall be unlawful for the owner of any dwelling or dwelling unit, with respect to which an order has been issued pursuant to section 14-44 to occupy or permit the occupancy of such dwelling or dwelling unit after the time prescribed in such order for its repair, alteration or improvement or its vacation and closing. No administrative fee shall be charged for the first inspection following an order to repair, alter or improve or to vacate and close, or to demolish a dwelling in order to ascertain compliance with inspection orders. For each inspection, beginning with the second inspection, an administrative fee shall be assessed as written in the annual adopted budget ordinance.
- (b) In addition to other penalties, any person who shall commit a violation of article II, chapter 14 of the City Code, and receives official notice from the city of said violation who fails to remedy said violation within the time period specified, after the hearing, such that a housing code violation citation is issued shall be subject to an administrative fee as written in the annual adopted budget ordinance.
- (c) In addition to any other charge, any owner of a dwelling, dwelling unit or rooming unit shall be subject to an administrative fee, as written in the annual adopted budget ordinance, upon any additional inspection hearings disclosing violations of minimum housing code standards pursuant to this article within the same 12-month

period beginning on the date of the violation and ending on the same date in the following year. The property owner may also be assessed any costs incurred in obtaining service including legal publication of notice of complaint charges, hearing notice and findings of fact and orders related to the dwelling.

- (d) In addition to other penalties, any person who violates this section shall be subject to a civil penalty as written in the annual adopted budget ordinance beginning on the first day following the expiration of the time period specified in the order for such repair, alteration or improvement. Each day that a dwelling or dwelling unit remains in violation of the order it shall be a separate violation subject to the penalty written in the annual adopted budget ordinance. If a person fails to pay the civil penalty(s) and administrative fees within ten days after being notified of the amount due, the city may seek to recover the penalty together with all costs by filing a civil action in the general court of justice in the nature of a suit to collect a debt.

(Code 1987, § 4-36; Ord. No. 05-54, § 1, 6-28-2005)

Sec. 14-41. - Qualifications, duties and powers of the housing code enforcement officer.

- (a) The officer shall have a competent knowledge of building construction. The officer shall be a sworn officer of the city and must hold either the state code officials qualification board probationary certificate or a building inspector level I certificate.
- (b) The officer is hereby designated as the officer to enforce the provisions of this article and to exercise the duties and powers herein prescribed. It shall be the duty of the officer to:
- (1) Investigate the dwelling conditions and inspect dwellings and dwelling units located in the city, in order to determine which dwelling and dwelling units are unfit for human habitation, and for the purpose of carrying out the objectives of this article with respect to such dwellings and dwelling units;
 - (2) Take such action together with other appropriate departments and agencies, public and private, as may be necessary to effect rehabilitation of housing which is deteriorated;
 - (3) Keep a record of the results of inspections made pursuant to this article and an inventory of those dwellings that do not meet the minimum standards of fitness prescribed in this article; and
 - (4) Perform such other duties as may be prescribed in this article.
- (c) The officer is hereby authorized to exercise any powers necessary or convenient to carry out and effectuate the general spirit, purpose and provisions of this Code, including specifically, but not limited to, the following:
- (1) Investigate the dwelling conditions in the city, in order to determine which dwellings are unfit for human habitation;
 - (2) Administer oaths and affirmations, examine witnesses and receive evidence;
 - (3) Enter upon premises for the purpose of making examinations and inspections, provided such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession; and
 - (4) The officer shall have authority to request advice and assistance from any public authority or agency he deems appropriate in performing his duties.
- (d) While holding office, the officer shall not engage in or be interested in the business of owning or managing rental property or the business of contracting for the construction or improvement of dwellings within the city. The officer is obligated to avoid any conflict of interest that may result from the performance of his duties.

(Code 1987, § 4-37; Ord. No. 07-85, § 1, 9-13-2007)

Sec. 14-42. - Inspections; duty of owners and occupants.

For the purpose of making inspections, the officer is hereby authorized, upon presentation of proper credentials, to enter, examine and survey at all reasonable times all dwellings, dwelling units and premises. The owner or occupant of every dwelling, dwelling unit or rooming unit or the person in charge shall give the officer free access to such dwelling, dwelling unit or rooming unit and its premises at all reasonable times for the purposes of such inspection, examination and survey. Every occupant of a dwelling or dwelling unit shall give the owner, or his agent or employee, access to any part of such dwelling or dwelling unit and its premises at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this article or with any lawful order issued pursuant to the provisions of this article. If the owner or occupant refuses admission for this purpose, admission may be obtained through the provisions of G.S. 15-27.2.

(Code 1987, § 4-38)

Sec. 14-43. - Refusal to permit entry upon premises; misdemeanor.

It shall be unlawful for any owner or person in possession of premises on which housing is located in the city to refuse, after being presented with a warrant as issued under G.S. 15-27.2, to permit the officer or his duly appointed agents to enter upon the premises for the purpose of making examinations as authorized by this code. Violation of this section shall constitute a misdemeanor punishable by a \$500.00 fine. Violators shall be subject to a civil penalty of \$500.00 which may be recovered by filing an action in the nature of a debt.

(Code 1987, § 4-39)

Sec. 14-44. - Enforcement.

- (a) *Complaint, notice, hearing.* Whenever a complaint is filed with the officer by a public authority or by at least five residents of the city, charging that any dwelling or dwelling unit is unfit for human habitation or whenever it appears to the officer upon inspection that any dwelling or dwelling unit is unfit for human habitation, he shall, if his preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and parties in interest in such dwelling or dwelling unit a complaint stating the charges and containing a notice that a hearing will be held before the officer at a place within the county therein fixed, not less than ten days nor more than 30 days after the serving of the complaint. The owner or any party in interest shall have the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint. Notice of such hearing shall also be given to at least one of the persons signing a petition relating to such dwelling. Any person desiring to do so may attend such hearing and give evidence relevant to the matter being heard. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the officer.
- (b) *Written determination, procedure.* After such notice and hearing, the officer shall state in writing his determination that such dwelling or dwelling unit is deteriorated or dilapidated.
 - (1) If the officer determines that the dwelling or dwelling unit is deteriorated, he shall state in writing his findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof any order directing and requiring the owner to repair, alter and improve such dwelling or dwelling unit to comply with the minimum standards of fitness established by this article within a specified period of time not to be less than 30 days nor to exceed 90 days. Such order may also direct the owner or authorize the officer to

vacate and close such dwelling or dwelling unit until such repairs, alterations and improvements have been made. Upon application by the owner within the specified period of time, the chief of police may grant extensions of up to one year if the dwelling or dwelling unit is occupied by the owner, or up to 180 days if the dwelling or dwelling unit is not occupied by the owner, for good cause shown.

- (2) If the officer determines that the dwelling or dwelling unit is dilapidated, he shall state in writing his findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof an order directing and requiring the owner to vacate and repair or demolish it within a specified period of time not to be less than 30 days nor to exceed 90 days, unless an application for an extension of up to 180 days is applied for by the owner and granted by the chief of police for good cause shown.
 - (3) In order to be considered for an extension of time for compliance with an order issued pursuant to this article, the owner must have made a good faith effort to comply with the order and all dangerous conditions must have been repaired. The chief of police shall have sole authority to grant extensions.
 - (4) If the officer determines that a dwelling unit is in a deteriorated or dilapidated condition and the dwelling unit is vacant the officer shall serve notice on the servicing utility agent that all utilities must be disconnected from the unit until which time the unit is brought into compliance with this Code.
 - (5) If a dwelling unit is vacant when it is deemed to be deteriorated or dilapidated, the owner shall not be permitted to rent that unit or allow anyone to occupy it until all of the specified improvements have been made.
- (c) *Failure to comply with order.* After failure of an owner of a deteriorated dwelling or dwelling unit, or of a dilapidated dwelling, to comply with an order of the officer within the time specified therein the officer shall submit to the city council an ordinance ordering the officer to cause such dwelling or dwelling unit to be repaired, altered, improved or vacated and closed and removed or demolished as provided in the original order of the officer, and pending such action, shall placard such dwelling as provided by G.S. 160A-443 and section 14-50. No such ordinance shall be adopted to require demolition of a dwelling until the owner has first been given a reasonable opportunity to bring it into conformity with the housing code. This ordinance shall be recorded in the office of the register of deeds in the county wherein the property or properties are located and shall be indexed in the name of the property owner in the grantor index.
- (d) *Filing a notice of lis pendens.* Upon the issuance of a complaint and notice of hearing pursuant to this section, the officer shall cause the filing of a notice of lis pendens in the Office of the Clerk of Superior Court and Registrar of Deeds of Cabarrus County. The lis pendens shall be cross indexed in accordance with the indexing procedures of the North Carolina General Statutes. The inspector shall cause a copy of the notice of lis pendens to be served upon the owners and other parties in interest at the time of filing in accordance with G.S. 160A-445. Upon compliance with the requirements of any order based upon such complaint and hearing, the officer shall direct the clerk of superior court and the registrar of deeds to cancel the notice of lis pendens.

(Code 1987, § 4-40; Ord. No. 05-16, § 1, 3-10-2005; Ord. No. 07-85, § 1, 9-13-2007)

Sec. 14-45. - Methods of service of complaints and orders.

Complaints or orders issued by the officer shall be served upon persons either personally or by registered or certified mail. If the whereabouts of persons are unknown and cannot be ascertained by the officer in the exercise of reasonable diligence, and the officer makes an affidavit to that effect, then the serving of the complaint or order upon the person may

be made by publication in a newspaper having general circulation in the city at least once no later than the time at which personal service would be required under the provisions of this article. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected.

(Code 1987, § 4-41)

Sec. 14-46. - Action to remove occupant.

If any owner fails to comply with an order to vacate a dwelling, the officer may file a civil action in the name of the city to remove such occupant. The action to vacate the dwelling shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties-defendant any person occupying such dwelling. The clerk of superior court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date and place not to exceed ten days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. 42-29. The summons shall be returned according to its tenure, and if on its return it appears to have been duly served and if at the hearing the officer produces a certified copy of an ordinance adopted by the city council pursuant to G.S. 160A-443(5) authorizing the officer to proceed to vacate the occupied dwelling, the magistrate shall enter judgment ordering that the premises be vacated and that all persons be removed. The judgment ordering that the dwelling be vacated shall be enforced in the same manner as the judgment for summary ejectment entered under G.S. 42-30. An appeal from any judgment entered under this section by the magistrate may be taken as provided in G.S. 7A-228, and the execution of such judgment may be stayed as provided in G.S. 7A-227. An action to remove an occupant of a dwelling who is a tenant of the owner may not be in the nature of a summary ejectment proceeding pursuant to this section unless such occupant was served with notice at least 30 days before the filing of the summary ejectment proceeding that the city council has ordered the officer to proceed to exercise his duties under G.S. 160A-443(4) and (5) to vacate and close or remove and demolish the dwelling.

(Code 1987, § 4-42)

Sec. 14-47. - Procedure for repairing, closing or demolishing certain abandoned structures.

- (a) In addition to the exercise of police power authorized herein with respect to dwellings, the city shall cause to be repaired, closed or demolished any abandoned structure which the city council finds to be a health or safety hazard as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children or frequent use by vagrants as living quarters in the absence of sanitary facilities. The repair, closing or demolition of such structures shall be pursuant to the same provisions and procedures as are prescribed in section 14-36 for the repair, closing or demolition of dwellings found to be unfit for human habitation.
- (b) For purposes of this section, the term "abandoned structure" means any structure that has not been occupied or used, by its owner or by some person acting under authority of its owner, for a continuous period of 30 days or longer and which is determined by the housing code enforcement officer to be unfit for human habitation or occupancy based upon the standards as set forth in this article.

(Code 1987, § 4-43)

Sec. 14-48. - Housing appeals board and zoning board of adjustment to hear appeals.

- (a) All appeals which may be taken from decisions or orders of the officer under the provisions of this article shall be

heard and determined by the zoning board of adjustment, except for orders for the demolition of structures and houses.

- (b) All appeals which may be taken from decisions or orders of the officer regarding the demolition of houses and/or structures under the provisions of this article shall be heard and determined by the city council acting as the housing appeals board.

(Code 1987, § 4-44; Ord. No. 07-85, § 1, 9-13-2007)

Sec. 14-49. - Appeals.

An appeal of the decision of the housing code enforcement officer must be made in writing to the zoning administrator and post marked, if mailed, within ten days from receipt of the decision or order of the housing code enforcement officer. This appeal consists of a letter to the zoning administrator notifying them of the intent to appeal. In addition, within one month of the date of the letter of notification of intent to appeal, the appellant must pay the board of adjustment fee (the fee shall also be paid for appeals to the housing board of appeals), which is set by the city council, as well as submit a formal application to the zoning administrator which shall specify specific grounds for appeal. The appealing party shall be notified by the zoning administrator of the date, place, and time of the board of adjustment or housing board of appeals hearing. The appeal will be scheduled at the next scheduled meeting of the board of adjustment or housing board of appeals. It is the responsibility of the appellant to attend the scheduled hearing and make their presentations. The chief of police shall submit all documents constituting the record upon which the housing code enforcement officer's decision was made to the board of adjustment or housing board of appeals. The board of adjustment or housing board of appeals may reverse, affirm, in whole or in part, or may modify the decision or order appealed. The board of adjustment or housing board of appeals shall have the power also in passing upon appeals in any case where there are practical difficulties or undue hardships in the way of carrying out the strict letter of the code, to adapt the application of the code to the necessities of the case to the end that the spirit of the code shall be observed, public health, safety and general welfare secured, and substantial justice done. Every decision of the board of adjustment or housing board of appeals shall be subject to review by proceedings in the nature of certiorari instituted in the county superior court within 15 days after the written decision of the board of adjustment or housing board of appeals is filed, but not otherwise.

(Code 1987, § 4-45; Ord. No. 07-85, § 1, 9-13-2007)

Sec. 14-50. - Action by officer; placarding; record of ordinance.

- (a) After failure of an owner of a dwelling or dwelling unit to comply with an order of the officer issued pursuant to the provision of this article and upon adoption by the city council of an ordinance authorizing and directing him to do so, as provided by G.S. 160A-443(5) and section 14-44(c), the officer shall proceed to cause such dwelling or dwelling unit to be repaired, altered or improved to comply with the minimum standards of fitness established by this article or to be vacated and closed and removed or demolished as directed by the ordinance of the city council and shall cause to be posted on the main entrance of such dwelling or dwelling unit a placard with the following words:

"This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful. Occupation of a building so posted shall constitute a misdemeanor."

- (b) Each such ordinance shall be recorded in the office of the register of deeds for the county and shall be indexed in the name of the property owner in the grantor index, as provided by G.S. 160A-443(5).

(Code 1987, § 4-46)

Sec. 14-51. - Securing vacated property; approval before reoccupancy.

Dwellings or dwelling units ordered vacated by the officer shall have all outer doors firmly locked and basement, cellar and first-story windows barred or boarded to prevent entry, and shall not again be used for human habitation until written approval is secured from the officer. If the owner closes and secures a dwelling pursuant to an order issued by the officer and thereafter the dwelling or dwelling unit is unlawfully opened, the officer shall serve the owner with an order to reclose and secure the dwelling or dwelling unit within 15 days after service of the order. Any person who fails to comply with an order to reclose and secure a dwelling or dwelling unit shall be subject to the civil penalty provided for in section 14-40.

(Code 1987, § 4-47)

Sec. 14-52. - Costs; lien.

As provided by G.S. 160A-443(6), the amount of the cost of any repairs, alterations or improvements, or vacating and closing, or removal or demolition caused to be made or done by the officer pursuant to section 14-50 shall be a lien against the real property upon which such cost was incurred. Such lien shall be filed, have the same priority, and be enforced and the costs collected as provided by G.S. 160A-216 et seq.

(Code 1987, § 4-48)

Sec. 14-53. - Nonliability of city personnel.

No officer, agent or employee of the city, acting in good faith and without malice in the discharge of his duties shall render himself personally liable for any damage that may accrue to persons or property as a result of any act or by reason of any act or omission in the discharge of his duties under this Code. Any suit brought against any officer, employee or agent of the city as a result of such an act or omission performed in the enforcement of this Code shall be defended by the city until final determination and any judgment thereof shall be assumed by the city. This Code shall not relieve or lessen the responsibility of an owner, operator or controller of a building for any damages to the person or property caused by defects, nor shall the building department or its jurisdiction be held to assume any such liability by reason of inspection or permits authorized by this Code.

(Code 1987, § 4-49; Ord. No. 07-85, § 1, 9-13-2007)

Sec. 14-54. - Remedial authority of city.

Neither this article nor any of its provisions shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their abatement by summary action or otherwise, or to enforce this article by criminal process as authorized by G.S. 14-4 and section 14-40. The enforcement of any remedy provided in this article shall not prevent the enforcement of any other remedy provided in this article or in other ordinances or laws.

(Code 1987, § 4-50)

Sec. 14-55. - Compliance.

Every dwelling and dwelling unit used as a human habitation or held out for use as a human habitation shall comply with all of the minimum standards of fitness for human habitation and all of the requirements of sections 14-57 through 14-62. After the time limit set by the officer for compliance has expired, no person shall occupy as owner-occupant or let to another for occupancy or receive rentals or use as a human habitation any dwelling or dwelling unit which does not comply with all of the minimum standards of fitness for human habitation and all of the requirements of sections 14-57 through 14-62. All work performed on a dwelling or dwelling unit for the purpose of bringing it into compliance with this article shall be done in a workmanlike manner.

(Code 1987, § 4-51; Ord. No. 07-85, § 1, 9-13-2007)

Sec. 14-56. - Emergency cases; unsafe conditions.

- (a) The housing code enforcement officer shall determine that a dwelling or dwelling unit is unsafe and represents a threat to life and property, if any of the following conditions exist:
- (1) No operating heating facilities between November 1 and March 31 of any year.
 - (2) No potable water service.
 - (3) No hot water supply.
 - (4) No electricity.
 - (5) Failing or failed primary structural members that threaten the stability of the dwelling or dwelling unit and/or visible structural defects that appear to render the structural members ineffective.
 - (6) Improperly operating or no sanitary facilities.
 - (7) Overloaded electrical circuits or unsafe or exposed electrical wiring.
 - (8) Presence of raw sewage or open sewer, inside the dwelling or dwelling unit, whether from broken, plugged or inoperative fixtures or pipes inside the dwelling or dwelling unit or migrating into the dwelling or dwelling unit from the outside.
 - (9) Presence of uncontained flammable or combustible liquids or gases, poisonous solids, liquids or gases or life or health threatening depletion of oxygen.
 - (10) Missing roof, or part of roof missing.
 - (11) Chimney or vent flues clogged.
 - (12) The dwelling or dwelling unit is a physical threat due to immediate possibility of collapse.
 - (13) The primary means of exit or escape in the event of fire or other emergency is blocked or structurally unsafe.
 - (14) Occupancy of habitable space that does not meet below grade occupancy standards.
 - (15) Internal accumulation of garbage or debris.
 - (16) Interior wall sheathing or sheeting that is not present, or has been removed, to a point where there is little or no protection from the spread of fire from story to story, or from habitable spaces to bedrooms.
 - (17) Multiple violations of the standards set forth in the minimum standards section of this article.
 - (18) The use of aboveground or belowground storage tanks for the purpose of storing gasoline or other flammable/combustible materials is prohibited when the tanks are not approved for such use. In order to be approved, the tanks must be properly placarded and installed to the manufacturer's instructions and NFPA 30, Flammable Combustible Liquids requirements. This action does not apply to home heating fuel.

- (b) The housing code enforcement officer shall give priority enforcement to any dwelling or dwelling unit that falls with provisions of this section.
- (c) Upon discovering a violation of subsection (a) of this section and in order to protect the life and safety of occupants of a building, the housing code enforcement officer shall request in writing that the owner resolve all emergency and unsafe conditions listed within 48 hours. If the owner fails to make the requested corrections, the officer may order the dwelling or dwelling unit vacated as provided by section 14-46. The officer may pursue any other civil or criminal action as he deems reasonably necessary in order to effectuate the purposes of this section.
- (d) In emergency and unsafe conditions, the officer shall have the power, after 48 hours, to cause to be posted on the main entrance of such dwelling or dwelling unit a placard with the following words:

"This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful. Occupation of a building so posted shall constitute a misdemeanor."

(Code 1987, § 4-52)

Sec. 14-57. - Structural standards.

- (a) *Foundation*. Foundations shall conform to the following:
 - (1) Beneath the building there shall be firm ground, which is reasonably dry, properly drained and no water running under the building.
 - (2) There shall be sound footings capable of providing adequate bearing.
 - (3) Piers shall be sound with no loose mortar or masonry.
 - (4) There shall be no piers in which the plumb line from the top center falls outside the middle one-third of the pier base.
 - (5) There shall be no isolated solid masonry piers exceeding in height ten times the least dimension of the pier.
 - (6) There shall be no wood stiff-knee or other improper piers allowed.
- (b) *Floors*. Floors shall conform to the following:
 - (1) There shall be no decayed, termite-damaged, fire-damaged, broken, overloaded or sagging sills.
 - (2) Sills shall be properly supported and reasonably level.
 - (3) Joists shall not be overloaded, sagging or broken, and shall be structurally sound and not likely to cause structural weakness in the future.
 - (4) Maximum spans for floor joists and sills, provided that they show signs of being weak or overloaded, shall comply with the requirements of the state residential building code.
 - (5) Flooring shall be weathertight without holes or excessive cracks which permit air to penetrate rooms.
 - (6) Flooring shall be reasonably smooth and not decayed, fire damaged or excessively worn.
 - (7) There shall be no loose flooring.
 - (8) Floors shall be reasonably level.
 - (9) The flooring in each room shall consist of the same or similar material, impervious to water; and where covering or finishing is provided, such covering or finishing shall be reasonably smooth for sanitary maintenance and not excessively worn.
- (c) *Walls, exterior*. Exterior walls shall conform to the following:

- (1) There shall be no wall in which the plumbline from the top center of studs falls outside the base plate at any point along the wall.
 - (2) Maximum spacing for studding, providing they show signs of being weak or overloaded, shall comply with the requirements of the state residential building code.
 - (3) Studs shall be structurally sound and not likely to cause structural weakness in the future.
 - (4) There shall be no broken or cracked structural members.
 - (5) All siding shall be painted or treated to be weathertight, with no holes or excessive cracks or decayed boards which permit air to penetrate rooms.
 - (6) There shall be no loose siding.
 - (7) There shall be no deterioration because of lack of preventive maintenance consisting of painting, waterproofing and repair.
- (d) *Walls, interior.* Interior walls shall conform to the following:
- (1) Interior finish shall be free of holes and excessive cracks which permit air to penetrate rooms. Paint or wallpaper, shall be free of chips or excessive peeling.
 - (2) There shall be no walls in which the plumbline from the top center of studs falls outside the base plate at any point along the wall.
 - (3) There shall be no loose plaster, loose boards or other loose wall materials.
 - (4) There shall be no cardboard, newspaper or highly combustible or improper wall finish; and all wall materials shall be of the same or similar quality and material.
 - (5) Maximum spacing for studding, providing they show signs of being weak or overloaded, shall comply with the requirements of the state residential building code.
 - (6) Studs shall be structurally sound and not likely to cause structural weakness in the future.
 - (7) There shall be no broken or cracked studs or other structural members.
- (e) *Ceilings.* Ceilings shall conform to the following:
- (1) There shall be no joists which are decayed, broken, sagging or improperly supported at the ends.
 - (2) Maximum spacing for ceiling joists, providing they show signs of sagging and being weak, shall comply with the requirements of the state residential building code.
 - (3) Maximum spans for ceiling joists, provided that they show signs of being weak or overloaded, shall comply with the requirements of the state residential building code.
 - (4) There shall be no loose plaster, boards, gypsum wall board or other ceiling finish.
 - (5) There shall be no holes or excessive cracks which permit air and dust to penetrate rooms.
 - (6) There shall be no cardboard, newspaper, highly combustible or improper ceiling finish; and all ceiling materials shall be of the same or similar quality and material.
 - (7) Ceiling joists shall be structurally sound and not likely to cause structural weakness in the future.
- (f) *Roofs.* Roofs shall conform to the following:
- (1) There shall be no rafters which are decayed, broken or improperly supported at the ends.
 - (2) No rafters shall be seriously damaged by fire.
 - (3) The attic shall be properly ventilated.

- (4) Sheathing shall not be loose and shall be structurally sound and not likely to cause structural weakness in the fu
 - (5) There shall be no loose roof covering, no holes, and no leaks causing damage to the structure or rooms.
 - (6) There shall be a minimum of class C roof covering.
 - (7) There shall be proper flashing at walls and/or chimneys.
- (g) *Porches.* Porches shall conform to the following:
- (1) The floor, ceiling, and roof shall be equal to requirements set forth in this section, except sills, joists and floors need not be level if providing drainage of floors; floors need not be weathertight; the ceiling height may be seven feet; and the attic need not be vented.
 - (2) If required to be replaced or if no railings or guards are provided, each porch, terrace or entrance platform located more than 30 inches above adjacent finished grade shall be equipped with railings or guards not less than 36 inches high, and shall have pickets installed so as not to allow a sphere greater than six inches to pass through. Horizontal spacing between the vertical members in required guardrails shall be a maximum of four inches at the nearest point between the members.
 - (3) If post and railings are provided, they shall be structurally sound and not likely to cause structural weakness in the future.
- (h) *Stairs and steps.* Stairs and steps shall conform to the following:
- (1) Stairs and steps shall be free of holes, grooves and cracks large enough to constitute accident hazards.
 - (2) Stairwells and flights of stairs more than four risers high shall have rails on at least one side and a guardrail on all open sides not less than 30 inches nor more than 38 inches, measured vertically from the nose of the treads to the top of the rail.
 - (3) Every rail shall be firmly fastened and maintained in good condition.
 - (4) No flight of stairs shall be settled more than one inch out of its intended position or pulled away from supporting or adjacent structures.
 - (5) Supports shall not sag and shall be structurally sound and not likely to cause structural weakness in the future.
 - (6) Every stair riser shall be reasonably uniform in height, and treads shall be sound and securely fastened in position and strong enough to bear a concentrated load of at least 300 pounds without danger of breaking through.

(Code 1987, § 4-53)

Sec. 14-58. - Basic equipment and facilities.

(a) *Plumbing system.*

- (1) Each dwelling unit shall be connected to a potable water supply system. The term "potable water supply" means direct connection to a well, to a public water utility or equivalent approved water service delivery system.
- (2) Every dwelling unit shall contain not less than a kitchen sink, lavatory, tub or shower, and water closet with an adequate supply of both cold water and hot water properly connected to an approved public sewer disposal facility or a sewer system approved by the county health department.
- (3) Every plumbing fixture shall be equipped with safety shutoff valves and maintained in good sanitary and

working condition, free from leaks, defects and obstructions in compliance with the standards of the state plumbing code.

- (4) Every dwelling shall have a water heater equipped with approved relief valves and properly connected to deliver hot water to the kitchen sink, lavatory, tub/shower and laundry area.
- (5) All required plumbing facilities, such as water closets, tub and/or shower shall be accessible to all occupants affording privacy to the user.

(b) *Heating system.*

- (1) Every dwelling shall have a heating system, central or other, properly installed and maintained in a good and safe working condition capable of adequately heating and maintaining all habitable rooms and bathrooms to a minimum temperature of 68 degrees three feet above the floor between November 1 and March 31 of any year.
- (2) Where a central or electric heating system is not provided, each dwelling and dwelling unit shall be provided with sufficient fireplaces, chimneys, flues and gas vents whereby heating appliances may be connected so as to heat all habitable rooms to the minimum temperature of 68 degrees three feet above the floor during winter.
- (3) All heating systems shall be properly vented.
 - a. There shall be no holes in flues.
 - b. Thimbles shall be grouted in tightly and shall not be cracked or broken.
 - c. Chimneys shall not have any loose bricks.
 - d. There shall be no hanging chimneys.

(c) *Electrical system.*

- (1) *Lights and outlets.* Lights and outlets shall conform to the following:
 - a. No receptacles, ceiling fixtures, or other fixtures shall be hanging loose.
 - b. All switches and receptacles shall be safely operable.
 - c. Every habitable room shall contain not less than two wall-type electrical convenience receptacles.
 - d. There shall be installed in every habitable room, bathroom, laundry room, hallway, stairway and furnace room at least one supplied ceiling or wall-type electrical light fixture; provided, further, that the ceiling light fixture may be omitted in living room and bedrooms, provided that three electrical convenience receptacles are installed, one of which is controlled from a wall switch.
 - e. There shall be no unsafe wiring and all wiring shall be installed in accordance with the National Electrical Code.
 - f. There shall be no drop or extension cords in excess of six feet in length.
 - g. No circuits shall be overloaded.
 - h. Fuses shall be sized correctly and not bridged out.
 - i. Every public hall and stairway in every multiple dwelling shall be adequately lighted by electric lights at all times.
- (2) *Smoke detectors.* A minimum of one 120-volt permanently connected automatic smoke detector shall be installed in all dwelling units on each habitable floor level and basement. Floor levels containing one or more sleeping areas shall have a smoke detector installed inside and outside each sleeping area. All required

smoke detectors shall be supplied by a branch circuit serving one or more of the required lighting outlets and permanently connected ahead of switching devices.

(3) *Electric service.*

- a. Adequate electric service must be provided to the dwelling. The term "adequate" means a minimum of 60 ampere service with no more than five two-wire branch circuits connected and a total connected load of less than ten kilowatts. If a service has six or more two-wire branch circuits, 100 ampere service at a minimum must be provided. If the connected electrical load exceeds the capacity of a 100 ampere service, a service of sufficient ampere capacity to safely bear the connected electrical load shall be furnished. Drop cords from a neighboring source, generator or similar source are not adequate for purposes of this code.
- b. Every new or additional electrical outlet and fixture required by the code shall be installed, maintained and connected to a source of electric power in accordance with the provisions of the state building code.

(Code 1987, § 4-54)

Sec. 14-59. - Ventilation.

- (a) Every habitable room shall have at least one window or skylight facing directly to the outdoors.
- (b) The minimum total window area, measured between stops, for every habitable room shall be eight square feet or eight percent of the floor area of such room.
- (c) The total of openable window area in each habitable room shall be equal to at least one-half of the required minimum glazed area.
- (d) Bathrooms, water closet compartments and other similar rooms shall be provided with aggregate glazing in windows or not less than three square feet, one-half of which must be openable.
- (e) Windows in bathrooms shall not be required where artificial light and an approved mechanical ventilation system capable of producing a change of air every 12 minutes are provided.

(Code 1987, § 4-55)

Sec. 14-60. - Habitable space.

- (a) *Room size.* Every dwelling unit shall contain at least the minimum room size in each habitable room as required by the residential building code. Every dwelling unit shall contain at least 150 square feet of habitable floor area for the first occupant, at least 100 square feet of additional habitable area for each of the next three occupants, and at least 75 square feet of additional habitable floor area for each additional occupant. In every dwelling unit and in every rooming unit, every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor area and every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor area for each occupant 12 years of age and over and at least 35 square feet of floor area for each occupant under 12 years of age.
- (b) *Ceiling height.* At least one-half of the floor area of every habitable room shall have a ceiling height of not less than seven feet, six inches.
- (c) *Floor area calculation.* Floor area shall be calculated on the basis of habitable room area. However, closet area and wall area within the dwelling unit may count for not more than ten percent of the required habitable floor area. The floor area of any part of any room where the ceiling height is less than 4½ feet shall not be considered

as part of the floor area computing the total area of the room to determine maximum permissible occupancy.

- (d) *Cellar*. No cellar shall be used for living purposes.
- (e) *Basements*. No basement shall be used for living purposes unless the:
 - (1) Floor and walls are substantially watertight;
 - (2) Total window area, total openable window area, and ceiling height are equal to those required for habitable rooms;
 - (3) Required minimum window area of every habitable room is entirely above the grade adjoining such window area except where windows face a stairwell, window well or accessway.

(Code 1987, § 4-56)

Sec. 14-61. - Safe and sanitary maintenance.

- (a) *Foundation, exterior walls and roofs*. Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture of the weather. Every foundation wall, exterior wall and exterior roof shall be:
 - (1) Substantially weathertight and rodent- proof;
 - (2) Kept in sound condition and good repair;
 - (3) Capable of affording privacy; and
 - (4) Safe to use and capable of supporting the load which normal use may cause to be placed thereon.
- (b) *Interior floors, doors, walls and ceilings*. Every floor, interior door, interior wall and ceiling shall be:
 - (1) Substantially rodentproof;
 - (2) Kept in sound condition and good repair; and
 - (3) Safe to use and capable of supporting the load which normal use may cause to be placed thereon.
- (c) *Windows and exterior doors*. Every window, window space, exterior door, basement or cellar door and hatchway shall be:
 - (1) Substantially weathertight, watertight and rodentproof; and
 - (2) Kept in sound working condition and good repair.
- (d) *Stairs, porches and appurtenances*. Every inside and outside stair, porch and any appurtenance thereto shall be:
 - (1) Safe to use and capable of supporting the load that normal use may cause to be placed thereon; and
 - (2) Kept in sound condition and good repair.
- (e) *Bathroom floors*. Every bathroom floor surface and water closet compartment floor surface shall be constructed and maintained to be reasonably impervious to water and to permit such floor to be easily kept in a clean and sanitary condition.
- (f) *Supplied facilities*. Every supplied facility, piece of equipment or utility which is required under this article shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition.
- (g) *Drainage*. Every yard shall be properly graded to attain thorough drainage and to prevent the accumulation of stagnant water.
- (h) *Noxious weeds*. Every yard and all exterior property areas shall be kept free of species of weeds or plant growth

that are noxious or detrimental to health or provide shelter or breeding places for rodents or snakes.

- (i) *Egress*. Every dwelling unit shall be provided with adequate means of egress as required by the state building code.
- (j) *Accessory structures*. Every fence and accessory structure shall be:
 - (1) Properly maintained in a safe, clean, sanitary and substantial condition;
 - (2) Free from physical hazards and other matter detrimental to public health or safety;
 - (3) Exterior surfaces, not inherently resistant to deterioration, shall be treated with a protective coating, such as paint or other suitable preservative, and with sufficient frequency to prevent deterioration; and
 - (4) Any electrical, plumbing, heating or other utilities furnished to an accessory structure shall be installed in accordance with applicable provisions and maintained in a safe condition.

(Code 1987, § 4-57)

Sec. 14-62. - Control of insects, rodents and infestations.

- (a) *Screens*. In every dwelling unit, for protection against mosquitoes, flies and other insects, every window opening directly from a dwelling unit to outdoor space shall have screens installed. Screens are not required to be supplied or installed if the dwelling unit is equipped with a central air conditioning system. If the dwelling unit is supplied with a window air conditioning unit, only the room containing the unit is exempt from the required window screens.
- (b) *Rodents*. All openings into habitable space shall be minimized to prevent the entrance of rodents. Every basement or cellar window used or intended to be used for ventilation and every other opening to a basement shall be supplied with screens installed or such other approved device as will effectively prevent the entrance of rodents.
- (c) *Infestation*. Every owner of a dwelling unit shall be responsible for the extermination of any insects, rodents or other pests in or on the premises. The extermination shall be provided within 15 days of the date of notice from the housing code enforcement officer.
- (d) *Rubbish storage and disposal*. Every dwelling and every dwelling unit shall be supplied by the owner with approved containers and covers for storage of rubbish as required by the city and the agent in control of such dwelling or dwelling unit shall be responsible for the removal of rubbish.
- (e) *Garbage storage and disposal*. Every single family dwelling unit shall be supplied by the owner thereof with garbage storage containers adequate in size and number to accommodate one week's anticipated garbage for that family. In a dwelling containing more than one dwelling unit, the owner shall either supply each individual family with separate garbage storage facilities for storing an anticipated one week's garbage for that family or supply garbage storage facilities to be used jointly by all of the families housed therein, such joint facilities to be large enough to hold the anticipated garbage for all of the families housed therein as deemed appropriate by the street superintendent. The agent in control of any premises shall be responsible for the proper use of the garbage storage facilities.

(Code 1987, § 4-58)

Sec. 14-63. - Applicability to rooming houses; exceptions.

All of the provisions of this article and all of the minimum standards and requirements of this article shall be applicable to rooming houses and to every person who operates a rooming house or who occupies or lets to another for occupancy any rooming unit in any rooming house, except as provided in the following subsections:

- (1) *Water closet, hand lavatory and bath facilities.* At least one water closet, lavatory basin and bathtub or shower properly connected to an approved water supply and sewer disposal system and in good working condition shall be supplied for each three bedrooms within a rooming house wherever the facilities are shared. All such facilities shall be located within the residence building served and shall be directly accessible from a common hall or passageway and shall be no more than one story removed from any of the persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot and cold water at all times. Such required facilities shall not be located in a cellar.
- (2) *Minimum floor area for sleeping purposes.* Every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor area and every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor area for each occupant 12 years of age and over and at least 35 square feet of floor area for each occupant under 12 years of age.
- (3) *Operator.* The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors and ceilings and for the sanitary maintenance of every other part of the rooming house. He shall be further responsible for the sanitary maintenance of the entire premises where the entire structure or building within which the rooming house is contained is leased or occupied by the operator.
- (4) *Juxtaposition of sanitary facilities.* Every water closet, flush urinal, lavatory basin and bathtub or shower required by subsection (1) of this section shall be located within the rooming house and within rooms that afford privacy and are separate from the habitable rooms, and that are accessible from a common hall without going outside the rooming house or through any other room.

(Code 1987, § 4-59)

Sec. 14-64. - Responsibilities of owners and occupants.

- (a) *Generally.* Every owner shall remain ultimately responsible for any violations of responsibilities imposed upon him by this code or any other ordinance even though a similar responsibility may have been imposed upon the occupant by the owner and even though the occupant may have agreed to bear the responsibility imposed by ordinance upon the owner.
- (b) *Public areas.* Every owner of a dwelling containing two or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and its premises.
- (c) *Cleanliness.* Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit and premises which he occupies and controls.
- (d) *Rubbish and garbage.* Every occupant of a dwelling or dwelling unit shall dispose of all his rubbish and garbage in a clean and sanitary manner by placing it in the supplied storage facilities. In all cases the owner shall be responsible for furnishing rubbish and garbage storage facilities.
- (e) *Supplied plumbing fixtures.* Every occupant of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in their proper use and operation.
- (f) *Care of facilities, equipment and structure.* No occupant shall destroy, deface or impair any of the facilities or

equipment or any part of the structure of a dwelling or dwelling unit.

- (g) *Interior furniture and appliances.* No occupant shall maintain, store, use, or operate interior furniture or appliances on the exterior of a dwelling or dwelling unit.
- (h) *Emergency and unsafe conditions.* Every owner shall, in order to protect the life and safety of occupants of a dwelling or dwelling unit, within 48 hours after being notified in writing by a housing code enforcement officer, resolve any conditions listed in section 14-56.

(Code 1987, § 4-60)

Sec. 14-65. - Outdoor swimming pools.

- (a) *Fence required.* In the interest of public safety and particularly the safety of children and pursuant to G.S. 130A-280 et seq., all outdoor swimming pools (except commercial pools and pools operated by hotels or motels and under constant surveillance) in the city consisting of at least 450 square feet of water surface area, or having a depth of water of 36 inches or greater at its shallowest point, or requiring connection of a filtering device to an electrical system, shall be completely surrounded by a fence or a wall not less than four feet in height. Such fence or wall shall be constructed as not to have any openings greater than 16 square inches or four inches in any direction. In the case of erection of a picket fence, the distance between pickets shall not exceed five inches. A fence or wall may be made by any material including wood, metal, wire, masonry, concrete, tile, hedge, shrubs, and plastic material, or any combination of these or other suitable materials if the openings do not exceed the maximum width described in this subsection. A dwelling house or accessory building may be used as part of such enclosure. All gates or doors opening through such fence or wall shall have self-closing and self-latching devices for keeping the gate or door closed at all times when not in actual use except that the door of any dwelling which is considered part of the enclosure need not be so equipped. No person in possession of land in the city, either as owner, purchaser, lessee, tenant or a licensee, upon which is situated a swimming pool shall fail to provide and maintain such fence or wall as provided in this section, except where an owner's lot or premises is completely enclosed by a fence or wall which meets the requirements of this section.
- (b) *Modifications and exceptions.* The housing code enforcement officer may make modifications in individual cases, upon a showing of good cause with respect to the height, nature or location of the fence, wall, gates or latches, provided that the minimum degree of protection as provided with the standard requirements are not reduced. The housing code enforcement officer may permit other protective devices or structures to be used so long as the degree of protection afforded by the substitute devices or structures is not less than the protection afforded by the wall, fence, gate and latch as specified in this section. The housing code enforcement officer shall allow a reasonable period up to 120 days or more within which fences or walls or other protective enclosures shall be placed around existing pools to comply with the requirements of this section.

(Code 1987, § 4-61)

Secs. 14-66—14-69. - Reserved.