



**DATE:** August 23<sup>rd</sup>, 2022

**CASE #:** V-02-22

**ACCELA #:** CN-VAR-2022-00002

**DESCRIPTION:** Variance Request: To reduce side setback from 5' to 0' to construct a covered patio

**APPLICANT/OWNERS:** Jim and Laura DeMay

**LOCATION:** 5630 Fetzer Ave NW, Concord, NC 28027

**PIN#:** 5600-19-9420

**AREA:** 0.16 acres

**ZONING:** Traditional Neighborhood Development (TND)

**PREPARED BY:** Scott Sherrill, AICP—Planning and Development Manager

***Background***

The subject property is located at 5630 Fetzer Ave. NW. The 0.16-acre conforming lot of record is zoned TND (Traditional Neighborhood Development), and is currently developed as a single family detached residence in the Afton Village neighborhood.

***Request***

The applicant is proposing a variance to go to the side property line with a covered patio instead of maintaining 5' of setback, as would be required by CDO Section 7.6.2 and the plat for the subdivision recorded in Map Book 33, Page 53.

***Detailed Description***

The Afton Village Neighborhood was approved as a Planned Unit Development (PUD) by City Council on May 11, 1995. The subsequent conditional use permit adopted 8/10/95 by City Council and tied to preliminary plat for 122 units: this was Phase 1 "Afton Park." The subject property is in the vicinity of Lot 87 of the initial plat from 1995, which called for a minimum front setback of 25', a minimum rear setback of 20', a side yard setback of 5', and a street side yard setback of 12.5'. (Exhibit C) A subsequent rezoning was adopted via case Z-29-96, which was approved by Council on October 10, 1996, which applied PUD zoning to a 38 acre site beyond the initial project. The conditional use permit for the second phase was also considered on October 10, 1996: the second phase included 124 single family residential, 16 duplexes, 295 multifamily residential units, 155,000 sq. ft. of commercial/office space and 38 acres of open space. The plan was revised via an amendment to the conditional use permit in 1999 that decreased single family detached units from

245 to 207, increased the open space and park area from 38 acres to 61 acres, and added 150,000 square feet of commercial and 159 attached units, including townhouse, condominium, or apartments on October 14, 1999. The zoning was converted to TND via case Z-06-21, approved by Council on March 8, 2001.

The setbacks for the TND (Traditional Neighborhood Development) zoning district are not established within the CDO, but rather as a condition associated with the specific zoning district approval. The preliminary plat, identified as Afton Park Phase 3, that was dated November 10, 1997, reflects the subject property as roughly Lot 110: Lot widths were reduced between the two plats from 65' to 50' for the relevant portion of the development. (Exhibit D). The final plat, from 1998, reflects the subject property as Lot 105 and establishes the governing setbacks. (Exhibit E). The 1997 preliminary plat associated with this lot shows a common open space of 15' between the property line and the alley (Exhibit D); however, the final plat shows the common open space at 10' (Exhibit E), and a reduction of street side setback from 12.5' to 10'. The final plat is what is recorded for the site, and reflects a side setback of 5'. If the common open space did not exist, the street side setback would be 10'. Common areas are occasionally employed to reduce the amount of setback provided to a side setback instead of a front setback or street side setback as would most commonly be required by the development ordinance or the terms of a conditional district.

Article 14 of the CDO defines "Setback" as: "The distance from the street (in the case of a Front Setback) or property line to the nearest part of the applicable Building, Structure, measured perpendicular to the street or property line, in front of which no structure may be erected." (Exhibit H). Structure is defined as "Anything constructed or erected which requires location on or in the ground or is attached to something having a location on the ground or anything as defined by the Building Code, including an edifice or building or any kind. Structures do not include ditches and their appurtenances, poles, lines, cables, or transmission or distribution facilities of public utilities, freestanding mailboxes, on-grade slabs, walks, driveways, landscaping materials or fences. Includes both permanent and temporary structures. For purposes of Section 4.7, "structure" shall also include a gas, liquid, or liquefied gas storage tank that is principally above ground." (Exhibit H). Regardless of whether or not the structure is considered as an addition to the principal or as a separate accessory in this instance, the 5' setback from the property line would govern.

Section 7.6.2.A. has a list of encroachments permissible into a required building setback: overhanging roof, eave, gutter, cornice or other architectural feature and awnings, not to exceed 2 feet; uncovered, unenclosed decks, terraces, stoops or porches, but in no case closer than five (5) feet to any property line. (Exhibit G)

The applicant is seeking to add a 16'x18'-6" covered outdoor patio to replace an existing small side entrance deck (Exhibit A). The covered outdoor patio is to extend to approximately 7'8" inside the fence, and the fence has been surveyed at 7' to 7.4' of encroachment into the common open space, meaning that the proposed patio would extend within 4 to 8 inches of the property line (Exhibit A.b.). The applicant's narrative refers to requirements by the HOA for the residents to maintain the common area and has never been maintained by the HOA (Exhibit A). The applicant refers also to the observation that in this part of the neighborhood, fences and usable yard space tend to encroach on neighbors' property (Exhibits A and F), reducing the usable space of the lots.

The applicant has provided a landscape plan and a building plan (Exhibit A.A. and A.D.) The landscape plan does not reflect the patio addition at scale, and reflects pavers extending to the property line: the applicant has indicated via email that they may not do the pavers beyond the covered patio. The dimensioned building drawings reflect an outdoor fireplace extending beyond the wall of the covered patio, but does not dimension how far beyond the end of the covered patio

it extends. The applicant has indicated via email that he does not believe that the fireplace will encroach beyond the rest of the patio and that it will remain on the subject property instead of encroaching into the HOA property, but is seeking clarification from the builder.

*Background information regarding Case V-02-22 is as follows (based on application review):*

- The subject property is currently occupied by a single family detached residence.
- The subject property is located at 5630 Fetzer Ave NW, Concord, NC 28025.
- The parcel is a conforming lot of record.
- The 5' setback required from the property line prohibits the applicant from building a 16'x18' covered patio as depicted on the building plans.
- The applicant submitted a landscape site plan depicting the relationship between the proposed covered patio and the property line, a survey reflecting the location of the principal structure, fences, and property lines, and a dimensioned building plan in addition to photographs of the property.
- The property is zoned TND (Traditional Neighborhood Development) and the required side setback as established by plat and the conditions associated with the zoning district.
- The applicant is requesting a variance to encroach into the side setback to within 4" of the side property line with a covered patio.
- The HOA has approved the proposed project.

*Exhibits*

- A. Application and Narrative
  - A. Patio Plan
  - B. Property Survey
  - C. Photographs of Property
  - D. Afton Village HOA Approval Letter
  - E. Property ID
  - F. Plat Map
  - G. Deed
- B. Maps (Subject Property, Zoning)
- C. 1995 Preliminary Plat
- D. 1997 Preliminary Plat
- E. 1998 Final Plat
- F. Aerial map
- G. Section 7.6.1 and excerpt from 7.6.2
- H. Article 14 Definitions Setbacks and Structures
- I. Email Communication between Applicant and Staff

*Potential Board's Conclusions of Law (based on application):*

- 1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.**
  - Strict adherence to the ordinance unduly limits the usable nature of the property. The applicant cannot construct a functional covered patio area without the requested variance, and the requested variance would still keep over a 10' setback from the alleyway.

- 2. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.**
  - The property adjoins the unused HOA property strip, and the layout of the home being “centered” on the lot is peculiar to the property. There is approximately 8-9’ on the west side of the home that is used by adjacent property owners and is fenced off from the applicants use: this has a compounding effect of making the usable space smaller, such that there is not room for a covered patio, unlike similarly sized lots in the neighborhood.
  
- 3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.**
  - The hardship was not created by the applicant: the home was built in 1998 and acquired by the applicant in 2017, meaning that they were not involved in the decisionmaking with regard to the home’s location on its lot and its interaction with the space on the west side of the lot (8-9’) that is unusable.
  
- 4. The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.**
  - The requested variance keeps with the spirit, purpose, and intent of the ordinance. The HOA has approved the application and has no issue with the requested variance. The HOA requires maintenance of the 10’ strip of common open space by the applicant, and is requiring the applicant to replace the fence on the strip. The applicant also states that there will be a 10’ setback maintained from the covered patio to the alley. The garages of the duplexes on the other side of the alley are 10’ or less from the alley. The covered patio will be entirely contained within the private fence of the applicant. There is no risk to the public safety and welfare in granting the variance.

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.

See attached deed  
 2. Money Received by Monterai Adams Date: 7/1/22

Check # 403 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. \*\*\***

(Please type or print)

*Note: A variance is not a right. It may be granted to an applicant, only if the applicant establishes compliance with the hardship criteria established in NCGS § 160D-705(d).*

Applicant Name, Address, Telephone number: Jim and Laura DeMay, 5630 Fetzer Ave  
NW, Concord, NC 28027, 704-941-4648

Owner Name, Address, Telephone number: Same as above

Project Location/Address:

5630 Fetzer Ave NW, Concord, NC 28027

P.I.N.: 56001994200000

Area of Subject Property (acres or square feet):

.16 acres

Lot Width: 50' Lot Depth: 140'

Current Zoning Classification: TND

Existing Land Use: Residential

Description of Use Requested:

Variance of side setback to construct covered patio on property

*Variance Request*

I, Jim and Laura DeMay, hereby petition the Board of Adjustment for a variance from the literal provisions of the City of Concord Development Ordinance because under the interpretation given to me by the Zoning Administrator, I am prohibited from using the parcel of land described in this application, in the manner that I have proposed. I request a variance from the following provisions of this Ordinance:

Variance of the side setback to construct a covered patio space. The patio will be completely within the fenced area of our yard and there is already a vacant 10' buffer between our property line and the side alley (which we are required by the HOA to maintain). The HOA has approved this project.

So that the above-mentioned property can be used in a manner described herein:

Covered patio space extending from single-family residence.

**Factors Relevant to the Issuance of a Variance**

The Board of Adjustment has limited discretion in deciding whether to grant a variance. In order to determine whether a variance is warranted in a particular case, the applicant must present the facts addressing four (4) criteria. Providing evidence supporting these conclusions is the responsibility of the applicant. Below, indicate facts to convince the Board of Adjustment that these criteria are met:

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

See attached.  
\_\_\_\_\_  
\_\_\_\_\_

- 2. The hardship results from conditions that are peculiar to the property, such as the location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability.

See attached.  
\_\_\_\_\_  
\_\_\_\_\_

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

See attached.  
\_\_\_\_\_





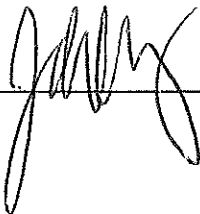

The Board may also impose reasonable conditions upon the granting of any variance to insure that the public health, safety, and general welfare shall be protected and substantial justice has been done.

\*\*Calls or conversations with Board members prior to the meeting cannot be considered in the final decision and may result in the Board Member's recusal due to a conflict of interest. If adjacent property owners are to testify on behalf of the applicant, they must be present. Petitions and written consent may be accepted by the Board, but they cannot be used as a basis for the decision.

***Certification***

*I 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 & Neighborhood Development Department.*

Date: 7-1-22

Applicant Signature:  

**Staff Use Only:**

1. Scheduled for Planning and Zoning Commission consideration:

Date: \_\_\_\_\_, 20\_\_\_\_ Time: \_\_\_\_\_ Location:

\_\_\_\_\_

2. Date advertised, written notice(s) sent, and property posted: \_\_\_\_\_,  
20\_\_\_\_\_

3. Record of Decision: Motion to: \_\_\_ Approve \_\_\_ Deny

4. Members vote: Yea Nay

_____	___	___
_____	___	___
_____	___	___
_____	___	___
_____	___	___
_____	___	___
_____	___	___

5. Planning and Zoning Commission recommendation: \_\_\_ Approve \_\_\_ Deny

If denied, was an appeal filed? \_\_\_\_\_

6. Applicant notified of Commission action:

\_\_\_\_\_

7. Comments: (see Minutes for details):

\_\_\_\_\_

## SUMMARY NARRATIVE

Our home was constructed in 1998 as one of the original homes in Afton Village. There is a 10' "community property" strip of land that sits between our lot and the side alley that connects Fetzter Ave and Nolen Ave. This strip, like all others in the neighborhood along alleys, has never been utilized by the HOA for any purpose and has been continually maintained by our property for the past 24 years (we have confirmed this with the builder of our home and its original resident, Jamie Wightman). The HOA requires us to maintain this strip and in fact has recently required us to replace our existing fence on the strip.

The HOA strip is on the east side of our lot. On west side, our home is set back approximately 8' off our neighbor's property line; however, based on the way the homes on our street were constructed, our neighbor maintains and uses this 8' as his yard (we do not have access). As a result of "losing" this 8', we have very little space on the east side of our actual lot (without including the HOA strip).

We are seeking a variance to construct a covered patio within the 5' setback that would otherwise exist from the HOA strip. Without a variance, we would only have approximately 11' feet for a patio space, which would not be practical or cost effective to build. There would still be an over 10' setback from the alley even with the variance. By comparison, the garages of the duplexes on the other side of the alley are 10' or less from their side of the alley. The patio would also be entirely within our existing private fence area that the HOA requires us to maintain. The HOA has already approved our application.

## FACTORS RELEVANT TO THE ISSUANCE OF A VARIANCE

1. Strict adherence to the ordinance unduly limits the usable nature of the property. We cannot construct a functional covered patio area without the requested variance, and the requested variance would still keep over a 10' setback from the alleyway.
2. Our property adjoining the unused HOA property strip and the layout of our home as being "centered" on our lot is peculiar to our property. There is approximately 8'-9' on the west side of our home that is used by our neighbors (it is fenced off from our use), and this has a compounding effect of making the usable space of our lot "smaller" so that we do not have room for a covered patio, which many other homes in the neighborhood with like-sized lots have.
3. The hardship was not created by our actions. The home was built in 1998 and we purchased it in 2017. We are unaware as to why the home was unaligned with the setback on the west side of the lot to have more space on the east side. The space on the west side of the lot (approx. 8'-9') is unusable to us.
4. The requested variance keeps with the spirit, purpose, and intent of the ordinance. The HOA has approved our application and has no issue with the requested variance. The HOA requires us to maintain that 10' strip as our own (in fact, they are requiring us to replace our fence on that strip). The same is true of other property owners in the neighborhood adjoining the HOA strip. Even with the variance, there will still be an over 10' setback from the covered patio to the

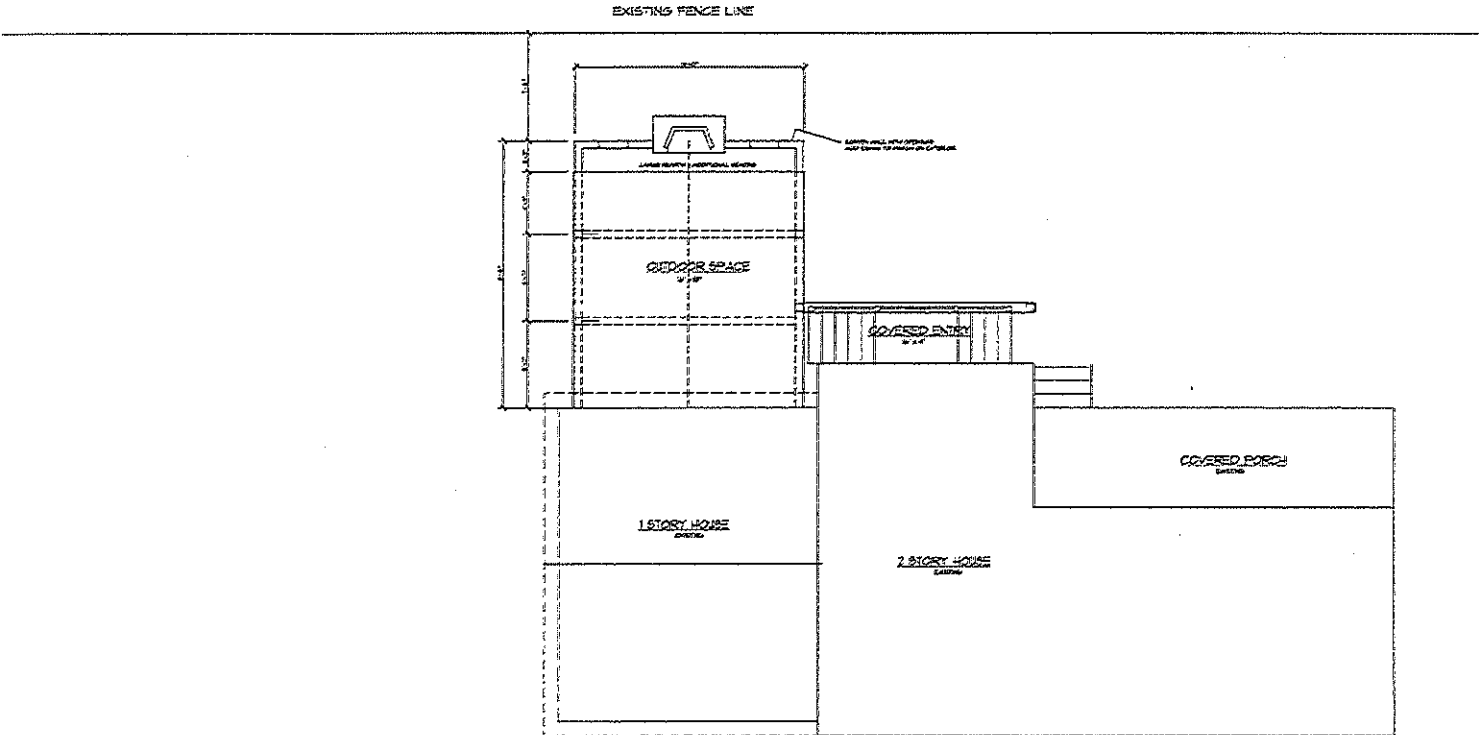
alley. The garages of the duplexes on the other side of the alley are 10' or less from the alley. The covered patio will be entirely within our private fence. There is no risk to the public safety and welfare in granting the variance. The variance would help promote the enjoyment and value of the property and, as a result, the value of surrounding properties.

**ATTACHMENTS**

- A. Patio Plan
- B. Property Survey
- C. Photographs of Property
- D. Afton Village HOA Approval Letter
- E. Property ID
- F. Plat Map
- G. Deed

A

**NEW LEVEL**  
DESIGN / BUILD GROUP  
35 Church St. South  
Concord, NC 28025  
Phone: 704-784-2802  
Email: david@newlevelstream.net

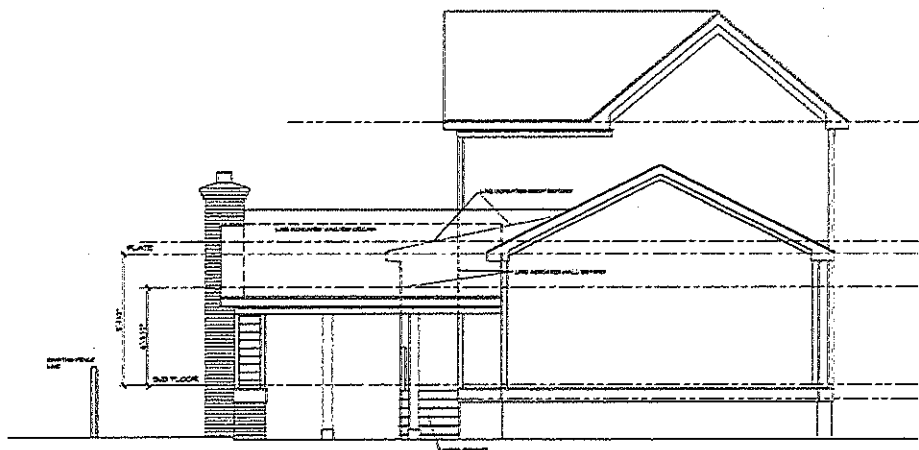


OUTDOOR DESIGN FOR:  
**DEMAI HOME**  
5630 FITZGER AVE.  
CONCORD, NC. 28027

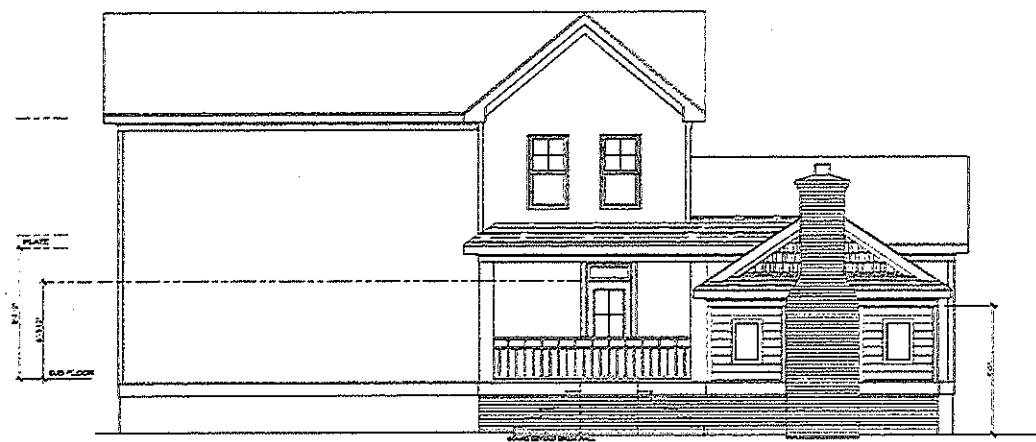
APRIL 10, 2022

A-1

PLAN



REAR ELEVATION  
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION  
SCALE: 1/4" = 1'-0"

**NEW LEVEL**  
DESIGN / BUILD GROUP  
35 Church St. South  
Concord, NC 28025  
Phone: 704-784-2802  
Email: david@newlevelstream.net

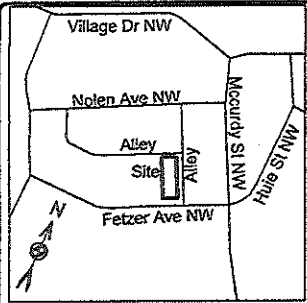


OUTDOOR DESIGN FOR:  
DEMAY HOME  
5680 PETZER AVE.  
CONCORD, NC 28027

APRIL 10, 2022

DATE: 11  
SCALE: 11

A-2  
ELEVATIONS



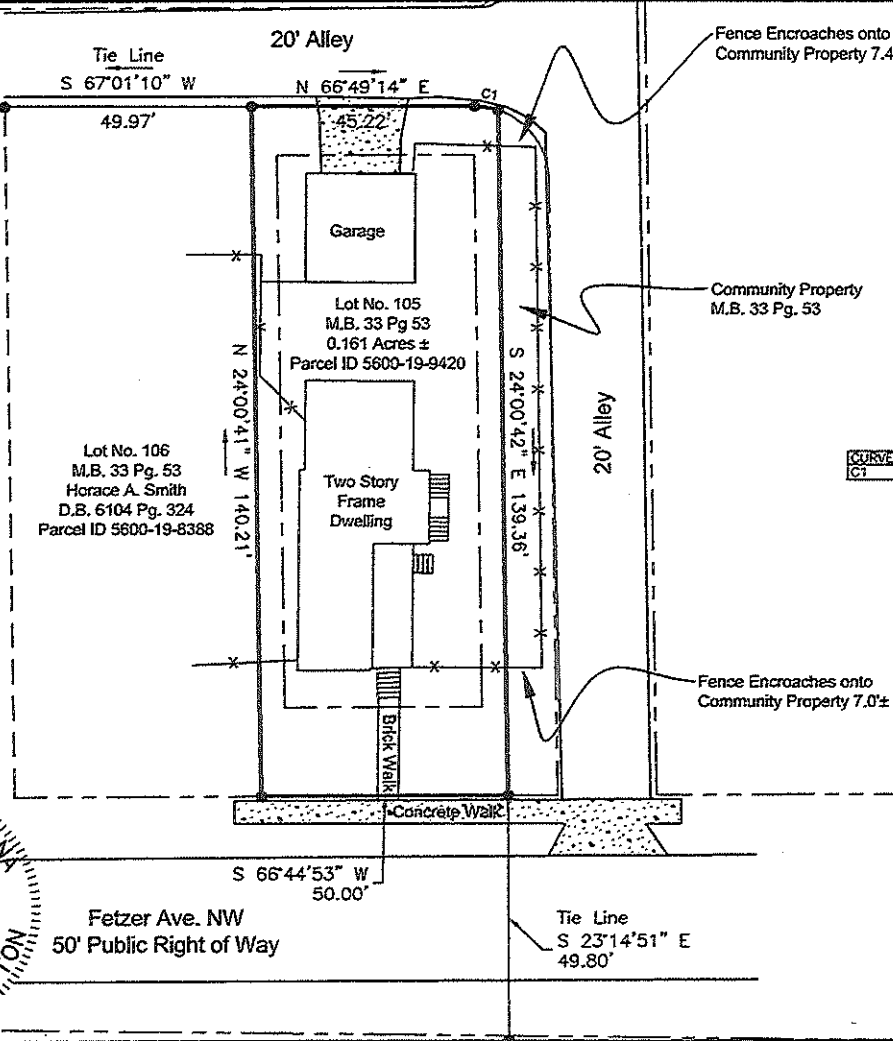
VICINITY SKETCH  
NOT TO SCALE

- All distances are horizontal unless otherwise noted.
- All acreage is by coordinate method.
- The Client acknowledges (1) that boundary surveying services do not determine land ownership and that the professional land survey provides only an opinion of previously described boundary lines which may or may not be upheld by a court of law and, (2) the general survey does not include the location of all easements and, (3) in services relating to boundary surveys, the consultant limits the liability to the professional fee charged to the client.
- Broken lines indicate lines not surveyed.
- This survey does not constitute a title search by Surveyor. Surveyor has made no investigation or independent search for easements or record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
- Copyright © AccuTech Surveying & Mapping, LLP. All rights reserved. No part of this drawing may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted electronically without the prior written permission of the surveyor. This survey is valid only for the parties indicated the title block and is non transferable to subsequent parties.
- This property is not located in a 100 year flood zone as shown on F.E.M.A. Firm Map # 371056000J Effective Date: November 5, 2005.

I, Rodrick A. Sutton certify that this map was drawn from an actual survey made under my supervision (see description record in D.B. 9564, Pg. 260; that the ratio of precision as calculated by distance and departures was 1:79,089±; the boundaries not surveyed are shown as broken lines plotted from information found in M.B. 33 Pg. 53; and that the angular error of closure was 02" per turn.

Witness my hand and official seal this 22nd day of March, 2017.

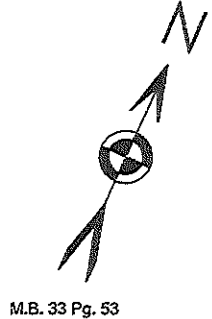
*Rodrick A. Sutton*  
Registered Land Surveyor License No. L-3228



Fence Encroaches onto Community Property 7.4'±

Community Property M.B. 33 Pg. 53

Fence Encroaches onto Community Property 7.0'±



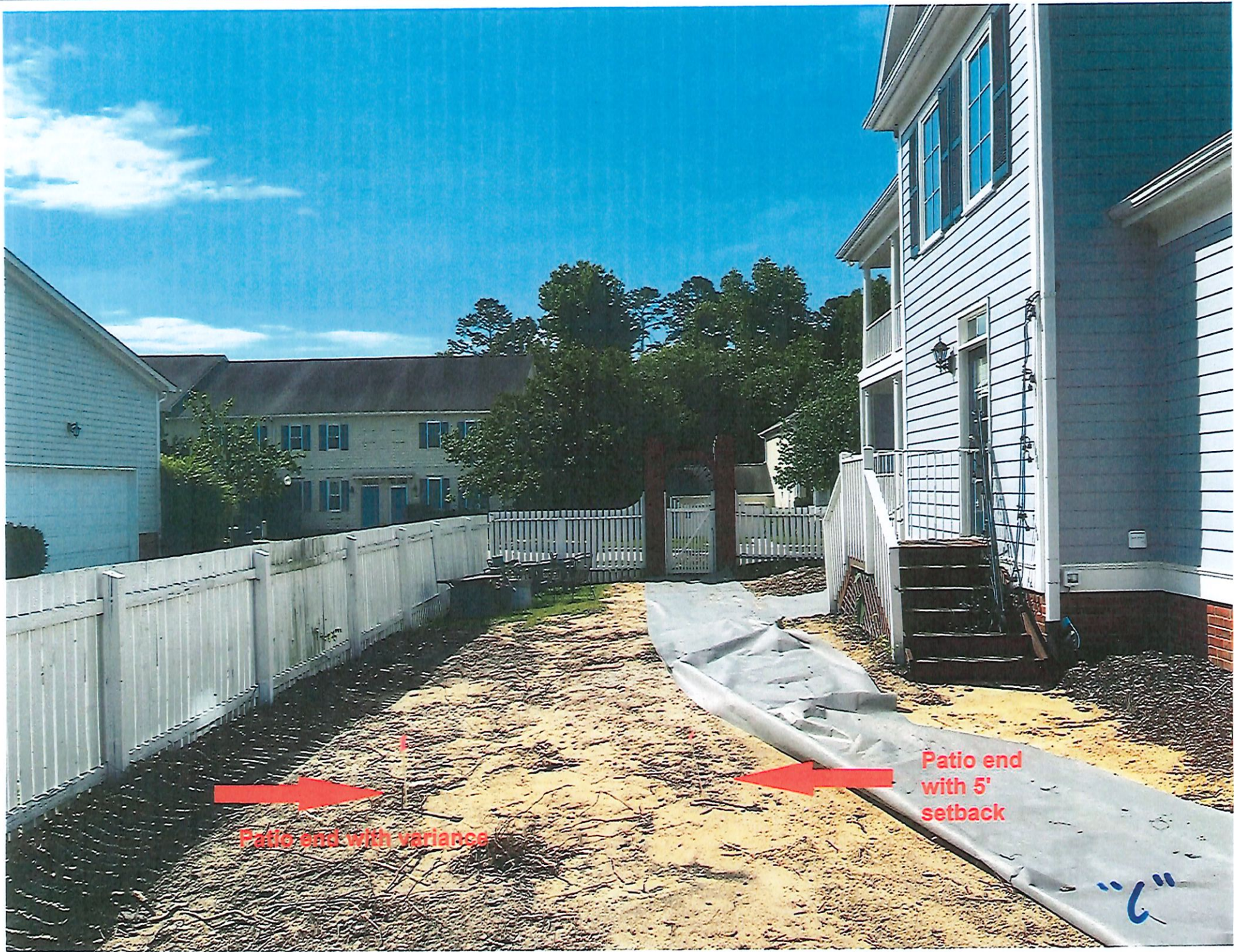
CURVE	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH
C1	N 76°08'17" E	4.85'	115.00'	14.88'

**LEGEND**

	Property Line
	Tie Line
	Adjoining Property Line
	Road Right of Way Line
	Property Corner 1/2" Rebar
	Tax Map
	Dead Book & Page
	Setback Line
	Fence

PROJECT MANAGER CAB DRAWN BY CAB APPROVED BY RAS PROJECT NUMBER 17085	DRAWING SCALE 1"=30' SURVEY DATE 3-21-17 MAP DATE 3-21-17	<b>AccuTech Surveying &amp; Mapping, LLP</b> 546 Newell Street NW Concord, NC 28025 (704) 784-3286 Firm License No. : F-0759	SURVEYED BY ACS INSTRUMENT TOPCON 0000 FILE 17085	SCALE IN FEET 1"=30' 	Boundary & Location Survey For: James Ryan & Laura Fagg DeMay 5630 Fetzer Avenue NW John K. Kimray & Wife Mary K. Kimray Number Eight Township Cabarrus County, NC
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Patio end with variance

Patio end with 5' setback

6"



Property we are required to maintain (including fence)



All homes in the neighborhood adjoining alley streets have fences and other items on the HOA "buffer" - view looking north on alley towards Nolen Avenue



**Afton Village Community Association, Inc.**  
3030 Latrobe Drive  
Charlotte, NC 28211

<https://henderson.vmsclientonline.com>  
Phone: 704-970-4155  
Fax: 704-569-9669

Jim & Laura Demay  
5630 Fetzer Avenue NW  
Concord, NC 28027

RE: Architectural Submittal for 5630 Fetzer Avenue Nw  
Account#: 18806

May 27, 2022

### Architecture Approval Notice

Dear Owner(s),

The Architectural Review Committee for Afton Village Community Association Inc has reviewed and **APPROVED** your architectural submittal for the project list below per the plans submitted.

Proposed Project: Other - Covered Patio, Fence, and Landscaping

**All construction must commence within 60 days of this approval letter, if construction has not been commenced within the 60 days such approval shall be deemed withdrawn. Once construction is started, all work shall be completed within 120 days of commencement.**

Your patience and cooperation with the architectural review process is appreciated. If you have any questions, please contact the association at 704-970-4155.

Sincerely,

Architectural Review Committee for  
Afton Village Community Association, Inc.

*ARC approval of plans shall not constitute a representation, warranty, or guarantee that such plans and specifications comply with engineering design practices or zoning and building ordinances, or other governmental agency regulations or restrictions. The ARC shall not be responsible for reviewing, nor shall its approval of any plans or design, be deemed approved from the standpoint of structural safety or conformance with building or other codes. By approving such plans and specifications, neither the ARC, the Members thereof, the Association, any Member thereof, their Board of Directors, any Members thereof, or the Declarant assumes any liability or responsibility therefore or for any defect in the construction or improvement from such plans or specifications. As provided in the CC&R's neither the ARC, the Association, the Board of Directors or the Association or any Members thereof, not the Declarant or Developer shall be liable to any Member, Owner, Occupant, or other person or entity for any damage, loss or prejudice suffered or claimed on account of (1) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, or (2) the construction or performance of any work whether or not pursuant to the approved plans, drawings, or specifications.*

“0”

Received \_\_\_\_\_  
Reviewed \_\_\_\_\_

**Afton Village Homeowners Association**  
**REQUEST FOR ARCHITECTURAL APPROVAL**  
[www.aftonvillagecommunity.org](http://www.aftonvillagecommunity.org)

Name: Jim and Laura DeMay Date: April 21, 2022

Address: 5630 Fetzer Ave NW Email: jdemay8@gmail.com

Home# \_\_\_\_\_ Work # \_\_\_\_\_ Cell # 704-941-4648

**Type of Modification:**

(Please Describe) Covered outdoor patio, fence replacement, and landscape - please see attached

**IMPORTANT:** Please attach a detailed description of improvements and/or modifications and include the following information if applicable:

- |   |                      |                        |
|---|----------------------|------------------------|
| * Location  | * Materials          | * Exterior Finish      |
| * Size  | * Type of Vegetation | * Dimensions           |
| * Color   | * Plans/Drawings     | * Roof Design          |
| * Copy of Property Survey showing changes/additions |                      | * Contractor, etc..... |

Before completing and submitting your application, please be advised that you are responsible to make yourself familiar with the association's covenants, rules and architectural guidelines. These documents should have been provided to you when you purchased your home. Homeowners will be responsible for ensuring that any proposed modifications comply with all applicable regulations, ordinances and laws. Homeowners are solely responsible for having on-site surveys completed and securing any necessary building permits required by the town and county. The Association, the Board of Directors, its committees or the management company will not be responsible for a homeowner's compliance or noncompliance with any applicable laws or building codes.

\*\*\*\*\*The following forms and information need to be submitted for all applications:

- 1) The Request for Architectural Approval Form (*this form*)
- 2) Property Survey (from closing) showing location of addition or alteration (*if applicable*)
- 3) Drawing of proposed addition or alterations, along with applicable photos or illustrations

Please include only ONE copy of your request for Submittal. It is recommended you keep a copy of your request for your records. Requests for multiple improvements may be submitted together as long as they are clearly defined. An "Approval", "Denial" or a "Request for More Information" letter will be sent to you in writing. Please allow thirty (30) days after receipt of application to receive a reply. The ARC reserves the right to request additional information or make suggestions as needed for improvement clarification. Your application may be put on 'Hold' pending this additional information. This could result in an additional thirty (30) days to review and receive a reply. Approved projects must be completed within twelve (12) months from date of approval. If you have any questions please contact [HOA@HendersonAssociationManagement.com](mailto:HOA@HendersonAssociationManagement.com).

Please submit all supporting documents and completed application to:

**Afton Village Homeowners Association**  
**3030 Latrobe Drive, Charlotte, NC 28211**

Arch Committee Approval: Yes \_\_\_\_\_ No \_\_\_\_\_ Date: \_\_\_\_\_

Board Approval: Yes \_\_\_\_\_ No \_\_\_\_\_ Date: \_\_\_\_\_

**DeMay Covered Patio, Fence Replacement, and Landscape Project**  
**5630 Fetzer Avenue NW**

We are very excited to dramatically improve our image to the neighborhood with the following project:

Fence: We have contracted with Superior Fence & Rail to haul away our old fence and to install a new wooden cap & trim fence in the same location as the existing fence. A copy of the contract, which includes a drawing, is attached. The fence will be 6' at the front of the house facing Fetzer Ave and 5' along the alley (the height of our existing fence varies with the grade but is generally around 5-5.5'). We will paint the fence white (as is our existing fence) but will have to wait 2-3 months after installation to allow the fence to settle. Estimated install date is mid-May. Total cost = \$9,682.

Covered Patio: We are prepared to engage David McClellan/New Level Design Build Group to construct a new approximately 16'x18' covered outdoor patio and to replace our existing small side entrance deck. Copies of the plans for the project are attached, as well as the estimate. The patio will include a stone gas fireplace and will extend from the home to approximately 7'8" inside the fence, as shown on the drawing. The roof will mirror the existing house roof. David McClellan has informed us that the patio may require a variance from what he understands to be a 5' side setback. Estimated construction to begin in 1-2 months. Total estimated cost = \$61,842.

Landscaping: We have engaged Gray Troxler/Tesh-Troxler Landscape & Designs to provide landscape and hardscape renovations, including new grass (fescue), new plants and plant beds, and new hardscaped areas. A drawing of the improvements is attached as well as the estimate which itemizes the improvements. Total estimated cost = \$46,701.

Again, this project will dramatically improve our image to the neighborhood, and we are very excited to get started. Please contact Jim at 704-941-4648 or [jdemay8@gmail.com](mailto:jdemay8@gmail.com) with any questions. David McClellan may be reached at 704-791-2792 and Gray Troxler is at 704-791-2375.

# McClellan Properties, LLC

35 Church Street S, Concord, NC 28025  
704.791.2782 Cell - 704-784-2802 Office

# ESTIMATE

12-Apr-22

**Project/Client Name:**

**DeMay Family**  
5630 Fetzer Ave.  
Concord, NC. 28027

**Construction Estimate For:**

*Approx. 300 Sq.Ft. outdoor living space and 80 sq.ft. porch*

DESCRIPTION	AMOUNT
<b><u>PRELIMINARY SITE WORK</u></b>	\$2,400.00
Permits for project -	\$750.00
Construction Debris Removal/Dumpster (Allowance)	\$1,000.00
Grading & Stone (Allowance)	\$650.00
<b><u>FOOTINGS/FOUNDATIONS</u></b>	\$3,350.00
Dig and pour footings (Allowance)	\$2,350.00
Termite Soil Treatment	\$350.00
Waterproofing and french drain	\$650.00
<b><u>FRAMING/STRUCTURE</u></b>	\$12,260.00
Framing - Labor Cost	\$5,000.00
Material - (Allowance)	\$7,260.00
<b><u>ROOF</u></b>	\$4,675.00
Roof to match existing house shingle Labor & Materials	\$4,675.00
<b><u>EXTERIOR CLADDING AND ENCLOSURE</u></b>	\$16,150.00
Soffit and exterior trim wood to match house (M & L)	\$3,200.00
Siding -match house	\$4,350.00
Ceiling of outdoor space (M & L)	\$4,000.00
Floor of Outdoor space by Tesh Troxler Landscaping Co. - pavers	
Painting of Siding to match existing (Allowance)	\$2,500.00
Railing (Allowance)	\$2,100.00

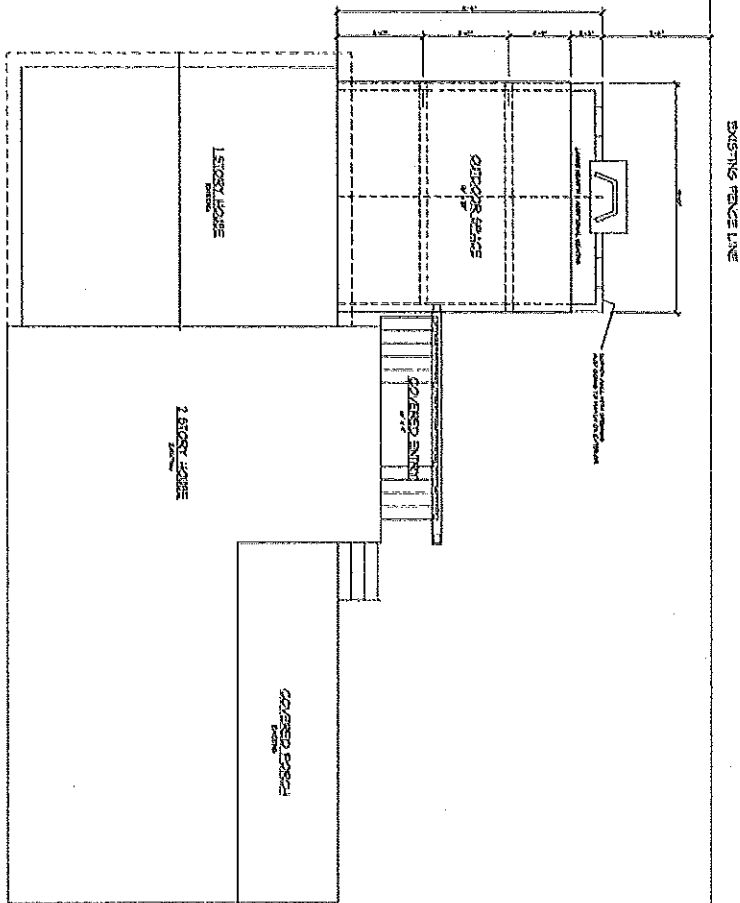


# McClellan Properties, LLC

35 Church Street S, Concord, NC 28025  
704.791.2782 Cell - 704-784-2802 Office

# ESTIMATE

DESCRIPTION	AMOUNT
<b><u>INTERIOR FINISHES</u></b>	\$9,200.00
Ceiling of outdoor space- vinyl bead board	\$3,200.00
Ceiling of outdoor space- wood T & G bead board - stained or painted -(\$6850.00)	
Beam Trim	\$3,500.00
Fireplace - Gas (Allowance)	\$2,500.00
Real/ Prefab with chimney - (Allowance) \$16,000.00	
<b><u>ELECTRICAL</u></b>	\$3,000.00
Electrical & Light Fixtures (Allowance)	\$3,000.00
<b><u>FIXTURES/EQUIPMENT</u></b>	\$0.00
<b><u>SITE/LANDSCAPE</u></b>	\$500.00
Final Grading & Landscaping (Allowance)	\$500.00
<b>TOTAL ESTIMATED CONSTRUCTION COSTS</b>	\$51,535.00
<b>CONTRACTORS FEES TO BE CONSTRUCTION COSTS PLUS 20%</b>	\$10,307.00
<b>TOTAL PROJECT COST</b>	\$61,842.00

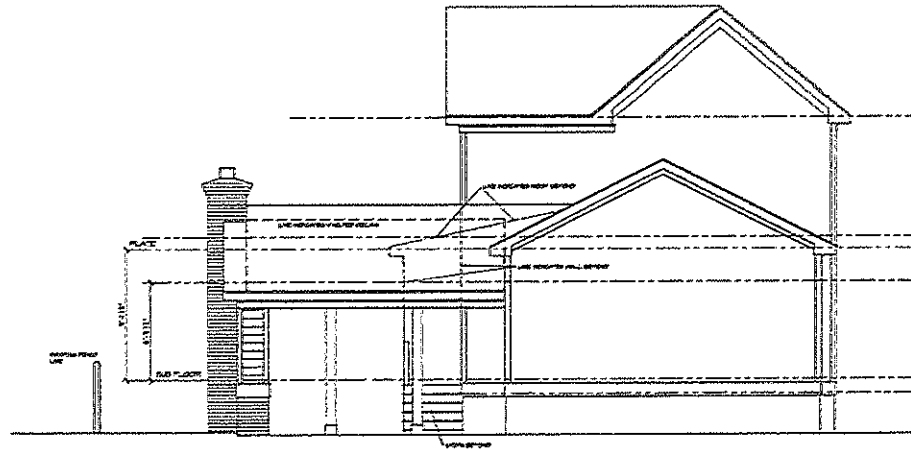


APRIL 10, 2013  
 1  
 PLAN  
 A-1

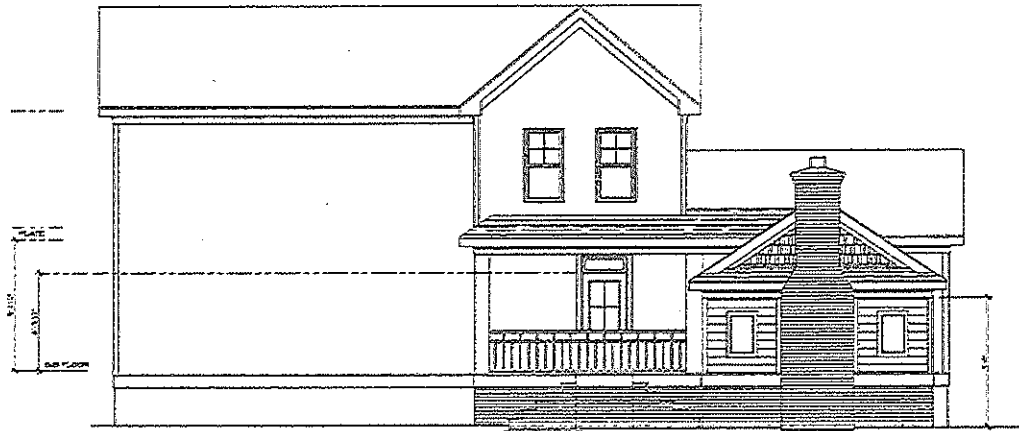
OUTDOOR DESIGN FOR:  
 DEMAY HOME  
 5630 FETZER AVE.  
 CONCORD, NC. 28027



**NEW LEVEL**  
 DESIGN & BUILD GROUP  
 35 Church St. South  
 Concord, NC 28025  
 Phone: 704-784-2802  
 Email: davidhmc@windstream.net



REAR ELEVATION  
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION  
SCALE: 1/4" = 1'-0"

**NEW LEVEL**  
DESIGN / BUILD GROUP  
35 Church St. South  
Concord, NC 28025  
Phone: 704-784-2802  
Email: davidhmc@windstream.net



OUTDOOR DESIGN FOR:  
**DEMAY HOME**  
5630 FETZER AVE.  
CONCORD, NC. 28027

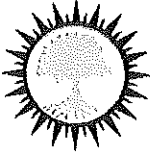
ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

APRIL 10, 2022

DESIGNED BY: [Signature]  
DRAWN BY: [Signature]

A-2

ELEVATIONS



**TESH- TROXLER LANDSCAPES & DESIGNS, INC.**

3130 Heglar Road  
Concord, NC 28025  
+1 7047822277  
landscaping@teshtroxler.com  
www.teshtroxler.com

**ADDRESS**

Jim and Laura Demay  
5630 Fetzer Avenue, NW  
Concord, NC 28027

**ESTIMATE # 2435**

**DATE 02/08/2022**

**REPRESENTATIVE**

Gray Troxler

DESCRIPTION	AMOUNT
Remove all pavers, flagstone, and plant material not wanted	1,170.00
Remove river birch and crape myrtle	400.00
Install concrete pavers per landscape plan Style and color TBD	31,100.00
Build beds, plant beds, and mulch inside fence	8,831.25
6 Hydrangea (2 transplants) 3 gal.	
2 Dwarf hinoki cypress verdoni 3 gal.	
5 Azalea encore autumn sunset 3 gal.	
5 Black eyed Susan 1 gal.	
10 Arborvitae emerald 25 gal.	
2 Camellia sasanqua hot flash 7 gal.	
2 Camellia sasanqua yuletide 7 gal.	
4 Formosa azalea 3 gal.	
2 loads soil	
12 yards shredded hardwood mulch	
Build beds, plant beds, and mulch front of house	2,650.00
2 Wintergreen boxwood 7 gal.	
6 Distillium coppertone 3 gal.	
6 Black eyed Susan 1 gal.	
6 Loropetalum purple pixie 3 gal.	
2 Crape myrtle muskogee 8'	
Drip irrigation for front and side Possible use of existing zone	1,200.00
Grassing	1,350.00
2 loads soil and labor to spread Seed, fertilizer, lime and straw	

Landscape Contractors #CL0145  
Irrigation Contractors #C-444  
Licensed Ground Pesticide Applicators

**TOTAL**

**\$46,701.25**

Work is to be completed professionally according to industry standards. We carry General Liability Insurance and are fully covered by Workers' Compensation Insurance.

Property owners are responsible for marking buried systems prior to service. We call NC811 for Landscape projects. All damages to unmarked systems are repaired at \$60 per hour (plus materials).

**Landscape projects:**

A signed proposal and a 50% deposit are required to proceed with project. The balance is due upon job completion.

**MTN & SLC:**

Maintenance and Specialty Lawn Care contracts are for 1 year and automatically renew. Invoices are sent by the 20th of each month. Payments are due on the 10th of the following month.

**(Tesh-Troxler)**

We guarantee that the scope of work and pricing as described herein shall be faithfully completed as indicated.

**(Client)**

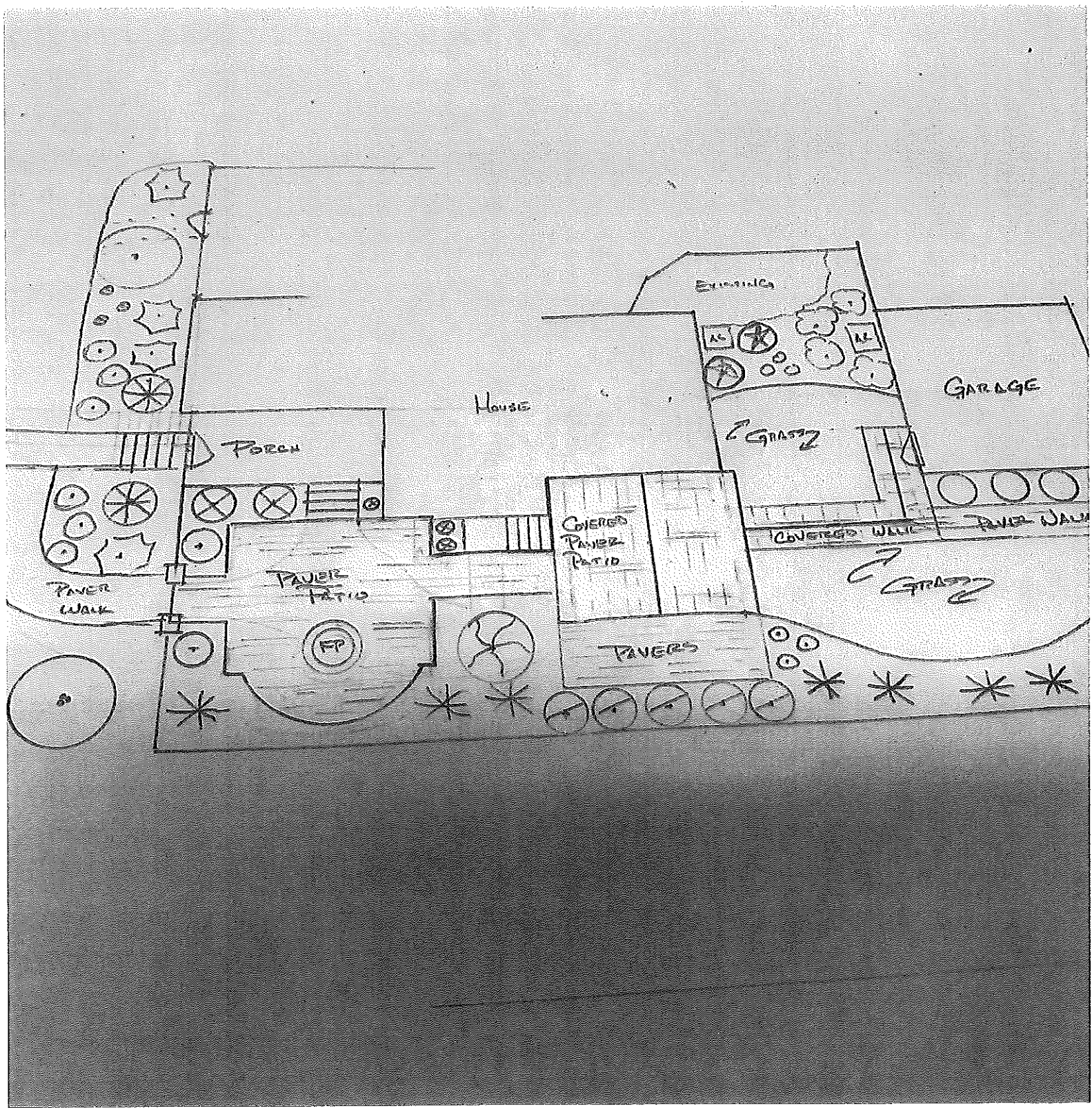
I hereby accept this proposal and authorize the services therein to be performed as specified and to remit payments according to company terms.

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

**Accepted By**

**Accepted Date**



DeMay, Jim

Date 4 / 6 / 2022

Customer's Last Name, First Name

5630 Fetzer Ave

PRICE IS VALID 30 DAYS FROM DATE OF PROPOSAL.

Service Address

Concord

NC

28027

City, State, Zip

7049414648

jdemay8@gmail.com

Preferred Phone No.

Customer's E-mail Address

Municipality

Yes Permit required?  
 No

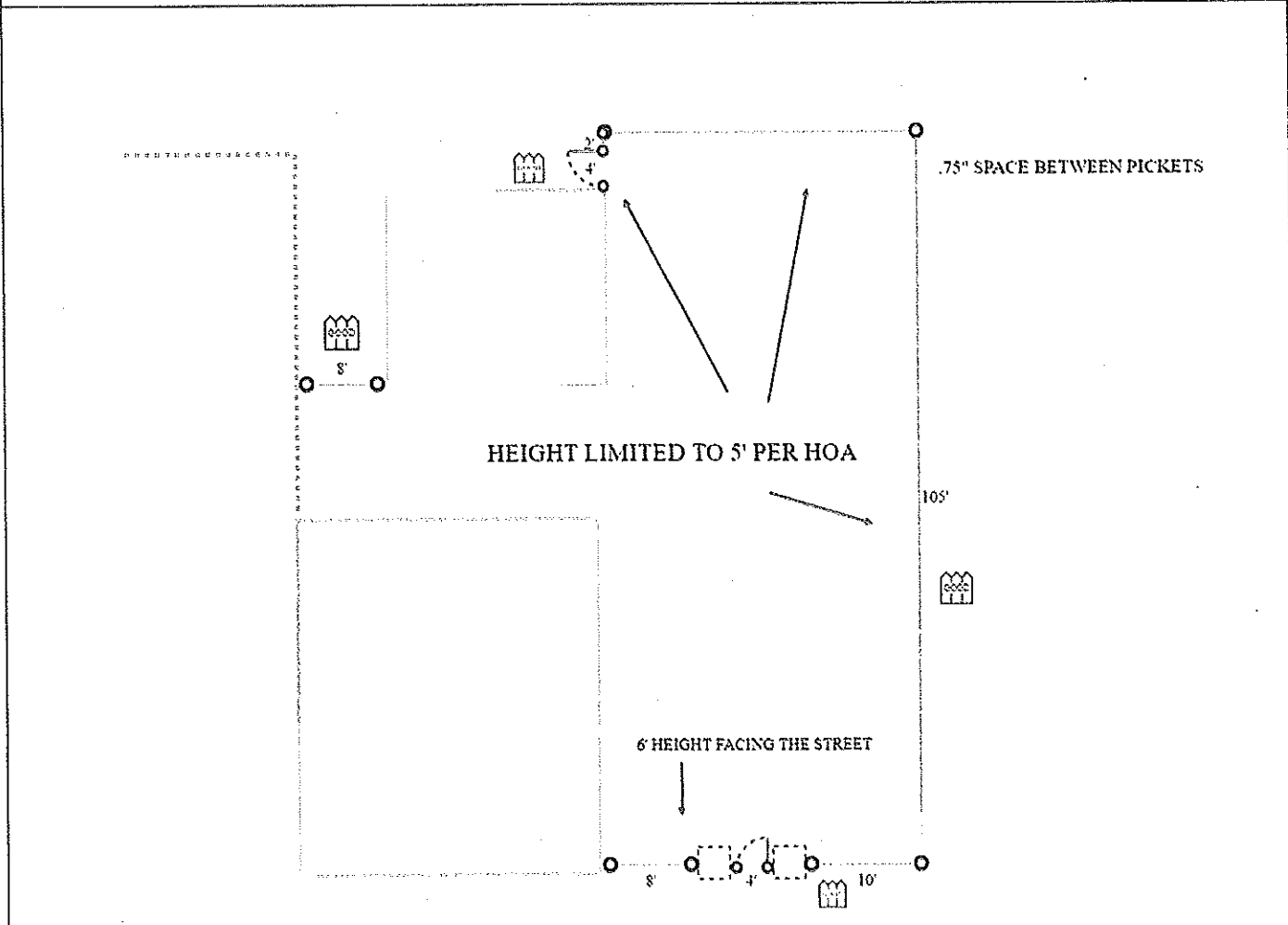
Homeowner to obtain permit  
(Superior Fence & Rail requires copy of permit before installation)

Superior Fence & Rail to obtain permit

Yes Plot plan or survey available?  
 No

**APPROXIMATE LAYOUT**

FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE BASED ON THE FIELD MEASUREMENT, FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FENCE FOOTAGE USED, AS SET FORTH IN TERMS AND CONDITIONS.)



6"H Cap and Trim Stockade

## TERMS AND CONDITIONS

A) Title; Authorized Party. Customer represents that they hold legal title to the subject real property or are authorized to act as an agent for the true owner. Customer agrees to pay

Superior Fence & Rail of Charlotte, LLC

hereinafter, "Superior") the balance of the purchase price immediately upon substantial completion of the installation of the fence in accordance to the terms of this Agreement, and agrees that a permit final inspection of the fence is not a condition for final payment. A finance charge in the amount of 1.5% of the purchase price will be added every thirty days to any invoice seven days past due. If you fail to make payment when due, Superior reserves the right to file a security interest on your property which creates an encumbrance on your title and may cause you the loss of your property. Should legal action become necessary to enforce this Agreement, Customer shall be held liable for any attorney's fees and costs incurred whether a formal legal action has been filed or not. Customer shall also be held liable for any interest on the unpaid balance from the due date until payment is received by Superior at the highest rate of interest allowed by law.

B) Legal Encumbrances. Customer agrees to inform Superior in advance about any easements, covenants or other legal encumbrances that could affect the fence installation. Customer agrees to keep posted permits on display at all times and agrees not to remove permit from property. CUSTOMER ASSUMES THE RISK AND THE FULL LIABILITY OF ASSISTING SUPERIOR FENCE & RAIL WITH DELIVERY OF MATERIALS OR WITH INSTALLATION.

C) Change Orders. If Customer requests Superior to do work additional to that described in this Agreement, Superior, at its option, may require Customer to sign a written change order ("Change Order") explaining the change in the scope of work and the additional charges that the Customer is obligated to pay. The Change Order will include a description of the additional work, additional payments that will be required and anticipated start and finish dates. The Change Order will become part of this Agreement. If Superior does not require a Change Order or if Customer fails to sign the Change Order, Customer agrees that it is still responsible to pay for any work performed by Superior that was outside the original scope of this Agreement.

D) Credit Card Transactions: If Customer chooses to pay for the fence with a credit card, the cardholder agreement (to which Superior is not a party) will determine the total cost of Customer's purchase, including all interest charges and fees. Customer will be further subject to Your cardholder agreement's terms and conditions.

E) Financed Transactions: If Customer chooses to finance the purchase of the fence in whole or in part, the loan agreement (to which Superior is not a party) will determine the total cost of Customer's purchase, including (i) the amount financed (the amount of credit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). Customer will be further subject to Your loan agreement's terms and conditions.

F) CANCELLATION. CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO SUPERIOR FENCE BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING (THE "CANCELLATION PERIOD"). THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE. In the event of a cancellation, Customer's deposit will be returned within (10) business days after Superior's receipt of your notice.

G) Termination. If Customer terminates this Agreement after the Cancellation Period, Customer agrees to pay Superior Fence the greater of (1) twenty five (25%) of the total sale, or (2) the total costs of materials, labor and services provided by Superior Fence through the time of termination, plus any other amounts allowed under applicable law. If after the Cancellation Period, Superior discovers impediments to installation of the fence such as building or zoning code violations, hidden or unforeseen hazardous conditions on your property or easements or other legal encumbrances that you did not inform us of, Superior may immediately terminate the Agreement without further obligation to you. In such an event, Customer agrees to pay Superior the greater of twenty five (25%) of the total sale or the costs of materials, labor and services provided by Superior Fence through the time of termination, plus any other amounts allowed under applicable law.

H) Commencement of Job. Customer agrees that once the work is started, Superior will have the ability to complete the entire scope of work without any interruptions. Further, any changes made by the Customer to the layout of the proposed fence must be made prior to the installation date. If changes are made during the day of installation, Customer will be charged a trip charge of \$350.00 if such a change requires an additional trip to the property for completion of the fence. If Customer makes any changes to the fence layout on the date of installation resulting in reduced footage and extra materials, Customer agrees that those materials are non returnable and must be paid for as agreed.

I) Public Underground Utilities. Superior will call a utility locating service that will locate the public underground utilities on your property. Customer agrees to allow the locating service to your property for the purpose of conducting a utility locate.

J) Private Underground Utilities; Irrigation Lines. Customer agrees to be solely responsible for any damage to buried private utilities, underground lines, including water lines and irrigation lines that have not been properly marked by Customer, and Customer agrees to indemnify Superior from any liability which it might incur pursuant to the service involved in the performance of this Agreement.

K) Homeowner's Association. If Customer's home is part of a Homeowner's Association, (HOA), Customer understands and agrees that it is Customer's sole obligation to obtain and provide approvals from the HOA. Superior is not responsible if the fence that Customer contracted for does not comply with Customer's HOA's rules and regulations.

L) Pre-Installation Meeting. Customer agrees to meet with the installation crew on the day of installation before installation begins to indicate actual fence placement.

M) Fence to Follow Ground. Customer agrees that the fence will be installed to the contour of the existing ground unless agreed otherwise in writing on change order of installation overview agreement.

N) Property Lines. Customer agrees that it is responsible for locating property pins and staking terminals to establish its property lines prior to installation of the fence. Superior will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstances will Superior assume responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, Customer may have to hire a third party to survey the property. Superior is not responsible for identifying property lines, easements, covenants, or other legal encumbrances. Customer agrees to indemnify Superior and hold it harmless against and in respect to the claims of any persons aggrieved by the location of the subject fence when erected or by trespasses or damage which may have necessarily been committed or occasioned consciously or unconsciously by Superior in the course of installation.

O) Clearing of Proposed Fence Line. Customer agrees to clear the fence line of any and all obstructions, including but not limited to trees, brush, debris, fixtures and personal yard items. In the event that the fence line is not cleared upon our arrival, Customer understands and agrees that it will be charged a trip fee of \$950.00, which must be paid prior to the job being rescheduled. Further, Customer shall hold Superior harmless for any damage to items within the fence line.

P) Access Ways. Superior is not responsible for any damage to driveways, walkways, walls, gardens, fresh grading, sod, shrubbery, patios, pavers or other property features resulting from gaining access to the property or performing work in the proximity of the fence location.

Q) LIMITED WARRANTY. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SUPERIOR WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR THREE (3) YEARS FROM ITS COMPLETION DATE. PROVIDED CUSTOMER NOTIFIES SUPERIOR DURING THE WARRANTY PERIOD, SUPERIOR WILL ARRANGE FOR REPAIR AT NO CHARGE TO CUSTOMER FOR ANY FAULTY WORKMANSHIP. SUPERIOR'S WORKMANSHIP WARRANTY IS ONLY RELATED TO FAULTY WORKMANSHIP AND DOES NOT COVER PRODUCT DEFECTS OR DAMAGE CAUSED BY ACTS OF GOD, INSTALLATION OR REPAIRS MADE BY OTHERS, ABUSE, MISUSE, NEGLIGENCE, OR NORMAL WEAR AND TEAR. MERCHANDISE AND MATERIALS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY. IF ANY, THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE. CUSTOMER ACKNOWLEDGES THAT WOOD FENCES HAVE A TENDENCY TO SHRINK, WARP, CRACK, AND CHIP AND THAT THESE FEATURES OF WOOD ARE NORMAL AND ACCEPTED OCCURRENCES AND ARE NOT WARRANTED.

R)

S) Acts of God. Customer agrees that all workmanship warranties will be void in the event of significant wind events including but not limited to hurricanes, tropical storms, cyclones, and tornadoes.

T) Deposit. Upon signing the contract, 50% of the total contract amount is due unless state law governs otherwise. The remaining balance is due upon acceptance of completed installation.

U) Miscellaneous. If there is an unpaid balance, at its discretion, Superior Fence may temporarily void the warranty (workmanship) until the unpaid balance is resolved.

Installation dates are approximate due to various circumstances such as weather, workload, obtaining building permits and utility locates. Superior will strive to install fencing in a timely manner, however, Customer may not cancel this contract due to rescheduling for circumstances beyond the Superior's control.

Customer Agrees to allow Superior to include a 4"x6" or 3"x10" sign on Customer's Fence.

The price included in this proposal is firm for 30 days unless the contract is executed

Superior Fence & Rail of Charlotte, LLC  
730 Commerce Ct.  
Concord, NC 28025  
(704) 862-4941

NA





Proposal for Fencing Installation



PRODUCT SPECIFICATIONS:

6'H Cap and Trim Stockade: 157 LF & 2 Gates.
Specifications: Post: 6 x 6, Rail: 2 x 4 x 8, Picket: 1" x 6" x 6'

JOB OPTIONS:

2 4' Gates
120 Linear Feet - Take Down and Haul Away

JOB NOTES:

CUSTOMER TO GET HOA APPROVAL (SUPERIOR FENCE TO ASSIST).
SUPERIOR FENCE TO HANDLE TAKE-DOWN AND HAUL AWAY OF EXISTING WOOD FENCE.
FRONT GATE IS CUSTOM 3 1/2' OPENING BETWEEN TWO BRICK PILLARS (SEE PICS, TO ATTACH TO PILLAR).
CUSTOMER TO HAVE LANDSCAPERS CLEAR FENCE-LINE OF SHRUBS/BRANCHES SO INSTALERS HAVE 1' CLEARANCE TO WORK.
CUSTOMER SAID 5' HEIGHT LIMIT PER HOA ON SIDE AND BACK SECGTION (SEE DIAGRAM)

Approximate Installation Lead Time
Approx 8 weeks

Superior is not responsible for delays resulting from events beyond its control including, but not limited to the following: Acts of God, change orders, governmental actions, manufacturing delays, damage to merchandise caused by third parties, labor strikes, any incorrect information you provide, legal encumbrances on your property, your property's nonconformance with zoning or building code requirements, hidden or unforeseen hazardous conditions on your property or your noncompliance with this Agreement. Further, Superior reserves the right to terminate this Agreement and to discontinue installation of your fence for any of the aforementioned conditions.

Acceptance and Authorization: By signing below, you authorize Superior to perform the installation and/or order and arrange for the delivery of special order merchandise, including special order merchandise that may be custom made, as specified in this Agreement. You understand and agree that this Agreement constitutes the entire understanding between you and Superior and that there have been no oral or written representations or agreements made to you by Superior but that if there are you agree that this Agreement expressly supersedes them.

Do not sign if blank or incomplete. By signing, you acknowledge that you have read, understand, and accept this Agreement in its entirety. You further acknowledge receiving a complete copy. Keep it to protect your legal rights.

It is very important for you to read and understand the Terms and Conditions included herein. By signing this proposal and providing a deposit you are creating a Contract between you and Superior for the selected products and services in accordance with those Terms and Conditions.

Payment Schedule: You agree that payments will be due as indicated below. If you are paying by credit or debit card, the account may be charged or debited (as applicable) on the same day that it is accepted by the Superior. Convenience fee may apply for credit card transactions.

Table with 2 columns: Description and Amount. Rows include Contract Amount (\$9,862.71), Sales Tax (\$0.00), Deposit Amount (\$4,931.35), and Remaining Balance (\$4,931.35). Includes note 'DUE IN FULL IMMEDIATELY' and 'Due upon completion'.

Accepted by: Jim DeMay 4/6/2022
Customer's Signature Date

Shawn Tuskey 4/6/2022
Superior Authorized Representative Signature Date

Customer's initials: JD BY INITIALING, YOU AUTHORIZE DELIVERY OF MERCHANDISE TO SERVICE ADDRESS PROVIDED ABOVE WITHOUT OBTAINING DELIVERY AGENT'S SIGNATURE AND AGREE TO INDEMNIFY AND HOLD SUPERIOR HARMLESS FROM ANY RESULTING CLAIMS.

Shawn Tuskey
Superior Authorized Representative
Superior Fence & Rail of Charlotte, LLC
730 Commerce Ct.
Concord, NC 28025
(704) 862-4941

# Installation Overview Agreement

As our valued customer, we want to be sure you have complete information about the installation of your fence. Our goal is to avoid problems and provide a quick, quality installation service and to provide information on keeping your new fence looking great for years to come. Please see the Terms and Conditions on the Agreement for other important information concerning your installation.

1. **Public Utilities.** Superior will call the major utilities to mark electrical, water, and cable locations if the utilities provide this service in your city. Initial JD
2. **Private Utilities.** There are some underground items that it is your responsibility to identify. The utility companies do not mark these. Therefore, prior to the installation, it is important to conspicuously mark the ground for locations of all non public, underground utilities, including but not limited to the following:
  - a. Sprinkler heads and underground irrigation lines;
  - b. Underground water lines that feed a swimming pool or other structure.
  - c. Underground electric lines (other than local public utility lines) that supply power to lamp posts, walkway lighting, landscape lighting, and control wiring for pools, sheds, wells, etc.
  - d. French drains or related items
  - e. Any electrical, water, or cable locations where the utilities in your city do not provide marking services.
  - f. Any private natural gas or propane lines that fuel private amenities on your property such as jacuzzis, grills, saunas or spas.
  - g. Any and all septic, leach or drain lines or fields.
  - h. Any sewer lines from the house to the clean-out is considered private and must be marked by the home owner.
  - i. Any other non-public utilities.

You agree that that if you choose not to mark these underground utilities, Superior will not be responsible for any damage it may cause, including the cost of repair, monetary damages or any other damages. Initial JD

3. **Fence Location.** You are responsible for the location of the fence. If your fence is contracted to be installed along your property lines and you cannot find the property line markers, it is recommended that you have a survey done to ensure your new fence does not encroach onto your neighbor's property, and is in compliance with local building codes for setback requirements. Superior is not responsible for the costs associated with moving or removing fences, or damages associated with the fence installation, where the property lines have not been properly located before installation. Initial JD
4. **Required Clearance for Fence Installation.** To provide room for a proper installation, all vegetation, including but not limited to brush, briars, tall grass, branches, limbs, trees etc. must be cleared to a distance of 2' on either side of the installation line for our new fence and cleared to a height of 6" taller than your new fence (e.g., for a 6 ft tall fence the fence line must be cleared to a height of 6'6"). If we show up to your location and the fence line is not clear according to the above instructions, Superior has the option to do the either of the following, at our sole discretion:
  - a. Charge you a trip charge of \$350, which must be paid immediately, and reschedule your job for a later date after you have cleared the fence line in accordance with the instructions above; or
  - b. Have our installation crew trim, clear and dispose of the vegetation at a cost of \$15 per linear ft. If we choose this option to clear the fence line for you, you agree that Superior is not responsible for any damage that we may do to any vegetation, including landscaping, in our efforts to clear your fence line. Moreover, Superior cannot grind or remove tree roots or stumps, and we cannot remove trees with a diameter greater than 3" caliper, measured one ft from the ground.
5. **Hard Digs.** On rare occasions, we encounter hard dig conditions that cannot be foreseen prior to the commencement of installation. When we encounter those conditions, you will be charged an additional \$50 for each hole that is deemed to constitute a hard dig. Prior to charging you, we will contact you (and if you are at the property, we will show you the hole that constitutes a hard dig) to explain the situation and give you the option, if it is practical, of relocating the fence line in order to avoid the extra costs associated with the hard dig. Initial JD
6. **Access to Power and Water.** We will need access to an electric outlet and an outside water faucet. During the installation, you may hear nail guns, hammers, air compressors, augers, jackhammers and other loud tools that are required in the construction of your fence. Please be sure to inform your neighbors about your fence installation and make them aware of the possibility of hearing loud noises associated with it. Also, please be sure to properly secure pets on the day of the fence installation and if you share a common fence with your neighbors, please inform them to secure their pets as well. Initial JD
7. **Homeowner's Association Obligation.** If your home is part of a Homeowner's Association (HOA), you will agree to obtain required approvals from the HOA before installation of your fence and agree that Superior is in no way responsible for getting HOA approval or for ensuring that your fence complies with your HOA requirements. You agree that you are required to send to us your HOA approval as part of the necessary paperwork in order that we can obtain your fence permit. Initial JD
8. **Pre-Installation Property Walk.** You agree to be present at your property for at least fifteen minutes on the day of the installation immediately prior to the beginning of the installation to confirm the details of the final layout of the fence with our installation crew. Because our crews arrive early in the morning and because the pre-installation walk through is only fifteen minutes long, there is no requirement that you take off from work on the day of installation. If you choose to take off from work, you do so at your own risk, including the risk that your job will be rescheduled for a different day for reasons beyond our control, such as inclement weather or difficult digging conditions on a prior job that prevented us from completing the job with the scheduled time frame. Initial JD
9. **Post Installation Property Walk and Final Payment.** You agree to be present at your property at the completion of the installation in order to confirm that the fence installation is completed to your satisfaction (which is accomplished by you filling out and executing a Certificate of Completion) and to make final payment to our installation crew or by calling the office to pay electronically. By initially below, you acknowledge that approval from your HOA or the local permitting authority is not a condition of payment. Initial JD

X Jim DeMay

Customer's Signature

X Shawn Tuskey

4/6/2022

Date

4/6/2022

Date

Superior Fence & Rail of Charlotte, LLC  
730 Commerce Ct.  
Concord, NC 28025  
(704) 862-4941

**COMMON MAINTENANCE CONCERNS**

The continuous changes in weather conditions are extremely harsh on your fence. Your maintenance plan must be geared to combat the problems caused by water absorption and water loss, mildew growth, and discoloration of wood due to the sun's ultraviolet rays. All of the maintenance concerns discussed below are weather related. The degree to which your fence is affected by them depends on many factors. These factors include general climate conditions (such as normal precipitation, humidity, etc.) and location in your yard (with regard to direct sun exposure, foliage coverage, etc.).

If your fence is built using pressure-treated lumber, it is important to note that the pressure treatment does not increase the likelihood that your fence will develop these natural defects to any greater degree than the same material left untreated. These weather related defects are beyond the control of the pressure treatment process.

**SWELLING & SHRINKING**

Continuous water absorption and water loss in the wood used for your fence will cause its natural defects to surface. The most common defects are: cupping/warping, twisting, checking, and splitting. A well maintained fence will still experience some of these natural defects. However, the extent can be significantly reduced through a maintenance plan.

**MILDEW GROWTH**

Whenever wood, including pressure treated wood, is constantly exposed to moist or humid conditions, it will mildew. This results in an unsightly appearance. Your preventative maintenance plan will need to include cleaning your fence with a cleaner containing a mildewcide. This will insure that your fence will remain bright and attractive.

**ULTRAVIOLET PROTECTION**

Without any preventative steps taken to block the sun's ultraviolet rays, the surface cells of the wood will begin to discolor to a weathered gray color. Although some may prefer this, others won't. If you want to maintain the natural wood color, you will need to not only clean/brighten your fence periodically, but also choose a water repellent finish with an ultraviolet stabilizer. The stabilizer will not prevent eventual discoloration, but will slow down the process. Periodic reapplication of a UV stabilizer will help in this effort over an extended period of time.

*Your maintenance efforts will give you a fence that will look bright and fresh for years to come!*

**INITIAL MAINTENANCE**

1. Start by cleaning your fence with a cleaner/brightener that contains a mildewcide. Because your fence is new, this step is truly preventative.
2. Next, apply a topical sealant for surface protection.

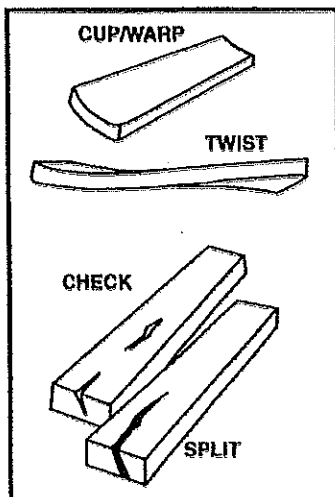
Do not use a conventional multi-coat paint system or varnish. The performance is nearly always disappointing, and repainting often has to be preceded by scraping and sanding. Instead, choose either a pigmented or clear outdoor wood sealer. Unlike true paints, these sealers allow moisture vapor to leave the wood slowly after the coating has been applied. For that reason, either can be applied as soon as the surface no longer looks wet. Your choice of sealer should include not only a water repellent but also a UV stabilizer to slow the discoloration process. You may want to cover or protect surrounding plants before applying a sealant. Be sure to follow the manufacturer's instructions.

**FIRST YEAR MAINTENANCE**

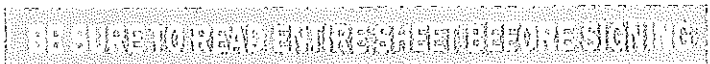
1. Reapply cleaner/brightener as described in initial maintenance, as well as another application of your outdoor wood sealant. The topical water repellent and ultraviolet stabilizer will keep your fence looking fresh.
2. Complete your first year maintenance after 12 months.

**FUTURE PERIODIC PREVENTATIVE MAINTENANCE**

1. Depending on the location of your fence, with regard to direct sun exposure, foliage coverage, etc., it may be sufficient to clean/brighten and recoat every two years.
  2. If you decide to wait two or more years to perform your next cleaning/brightening, you may want to use a power washer. Be sure that the cleaner/brightener you use contains a mildewcide.
  3. After every cleaning, reapply an outdoor wood sealer that contains both a water repellent and ultraviolet stabilizer.
- \*Remember, even consistent maintenance will not prevent the natural defects of wood from surfacing – but your efforts can minimize them.



*To effectively combat these maintenance concerns, it will be up to you to follow a preventative maintenance plan.*



PLEASE SIGN YOUR NAME TO VALIDATE THAT THIS INFORMATION SHEET WAS PRESENTED TO YOU BY YOUR INSTALLER

<i>Jim DeMay</i>	4/6/2022
(Buyer's Signature)	Date
<i>Shawn Tuskey</i>	4/6/2022
(Installation Supervisor)	Date



Proposal for Fencing Installation



NOTICE OF CANCELLATION

Date of Transaction: Apr / 6 / 2022

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from above date.

If you cancel, any property traded in, and payments made by you under the contract or sales, and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by Superior of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Superior at your residence, in substantially as good condition as when received, any good delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of Superior regarding the return shipment of the goods at Superior's expense and risk.

If you do make the goods available to Superior and Superior does not pick them up within (20) calendar days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Superior, or if you agree to return the goods to Superior and fail to do so, then you remain liable for any performance of the obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to

Shawn Tuskey

(Print/type name of Superior or Superior's authorized representative) at

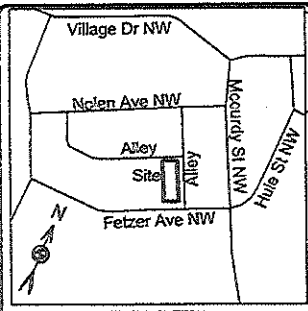
Superior Fence & Rail of Charlotte, LLC
730 Commerce Ct.
Concord, NC 28025
(704) 862-4941

I HEREBY CANCEL THIS TRANSACTION

(Buyer's name)

(Buyer's signature)

Date

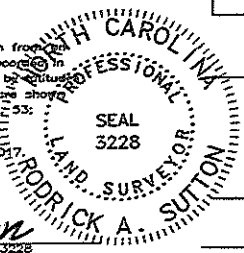


VICINITY SKETCH  
NOT TO SCALE

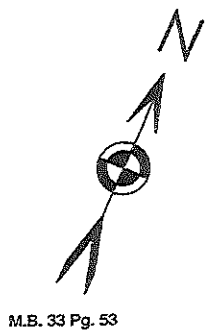
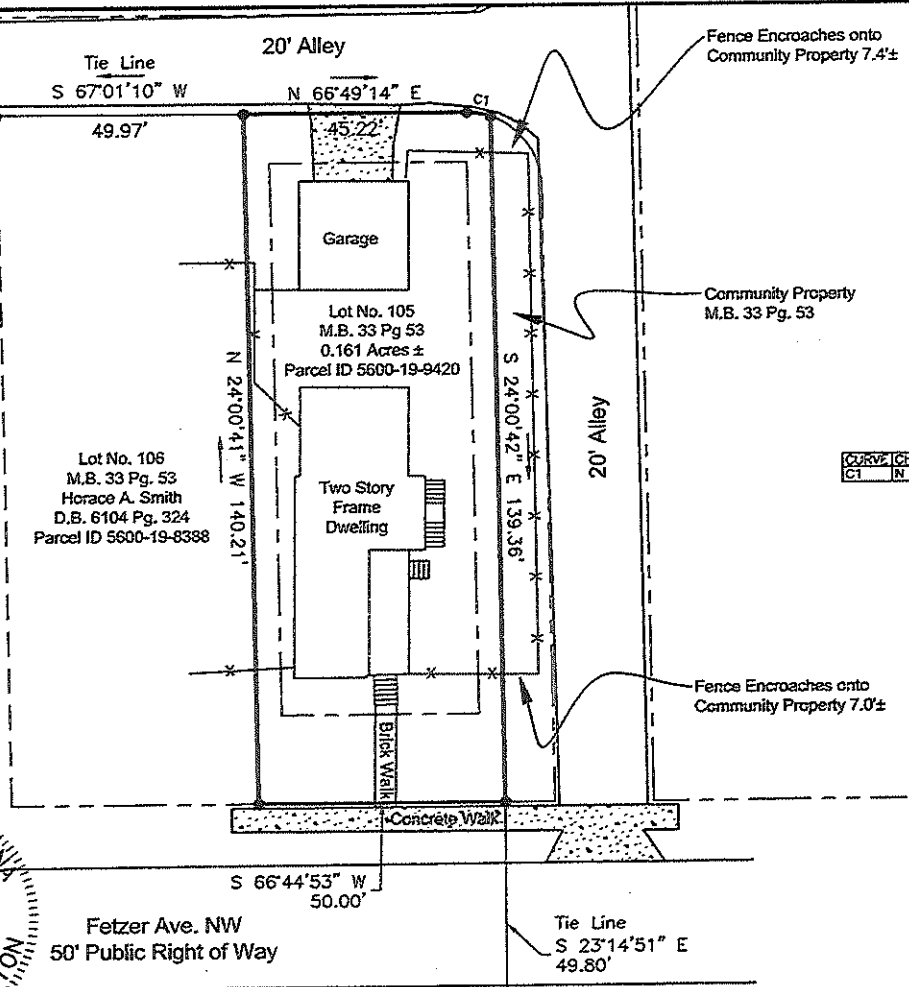
- All distances are horizontal unless otherwise noted.
- All bearings are by coordinate method.
- The Client acknowledges (1) that boundary surveying services do not determine land ownership and that the professional land survey provides only an opinion of previously described boundary lines which may or may not be upheld by a court of law and, (2) the general survey does not include the location of all easements and, (3) in services relating to boundary surveys, the consultant limits the liability to the professional fee charged to the client.
- Broken lines indicate lines not surveyed.
- This survey does not constitute a title search by Surveyor. Surveyor has made no investigation or independent search for easements or record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
- Copyright © AccuTech Surveying & Mapping, LLP. All rights reserved. No part of this drawing may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted electronically without the prior written permission of the surveyor. This survey is valid only for the parties indicated the title block and is non transferable to subsequent parties.
- This property is not located in a 100 year flood zone as shown on F.E.M.A. Firm Map # 371056000J Effective Date: November 5, 2008.

I, Rodrick A. Sutton, certify that this map was drawn from actual survey made under my supervision (deed description recorded in D.B. 9564, Pg. 260; that the ratio of precision as calculated by Rodrick A. Sutton and departures was 1:79,059+; the boundaries not surveyed are shown as broken lines plotted from information found in M.B. 33 Pg. 53; and that the angular error of closure was 02" per turn.

Witness my hand and official seal this 22nd day of March, 2017.



*Rodrick A. Sutton*  
Registered Land Surveyor License No. L-3228



CURVE	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH
C1	N 76°08'17" E	4.86'	15.00'	4.83'

**LEGEND**

	Property Line
	Tie Line
	Adjoining Property Line
	Road Right of Way Line
	Property Corner 1/2" Rebar
	Tax Map
	Deed Book & Page
	Setback Line
	Fence

PROJECT MANAGER CAB	DRAWING SCALE 1"=30'
DRAWN BY CAB	SURVEY DATE 3-21-17
APPROVED BY RAS	MAP DATE 3-21-17
PROJECT NUMBER 17085	

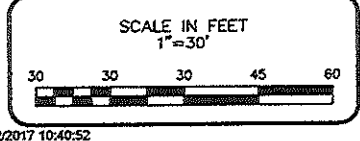
**AccuTech Surveying & Mapping, LLP**

546 Newell Street NW  
Concord, NC 28025  
(704) 784-3286  
Firm License No. : F-0759

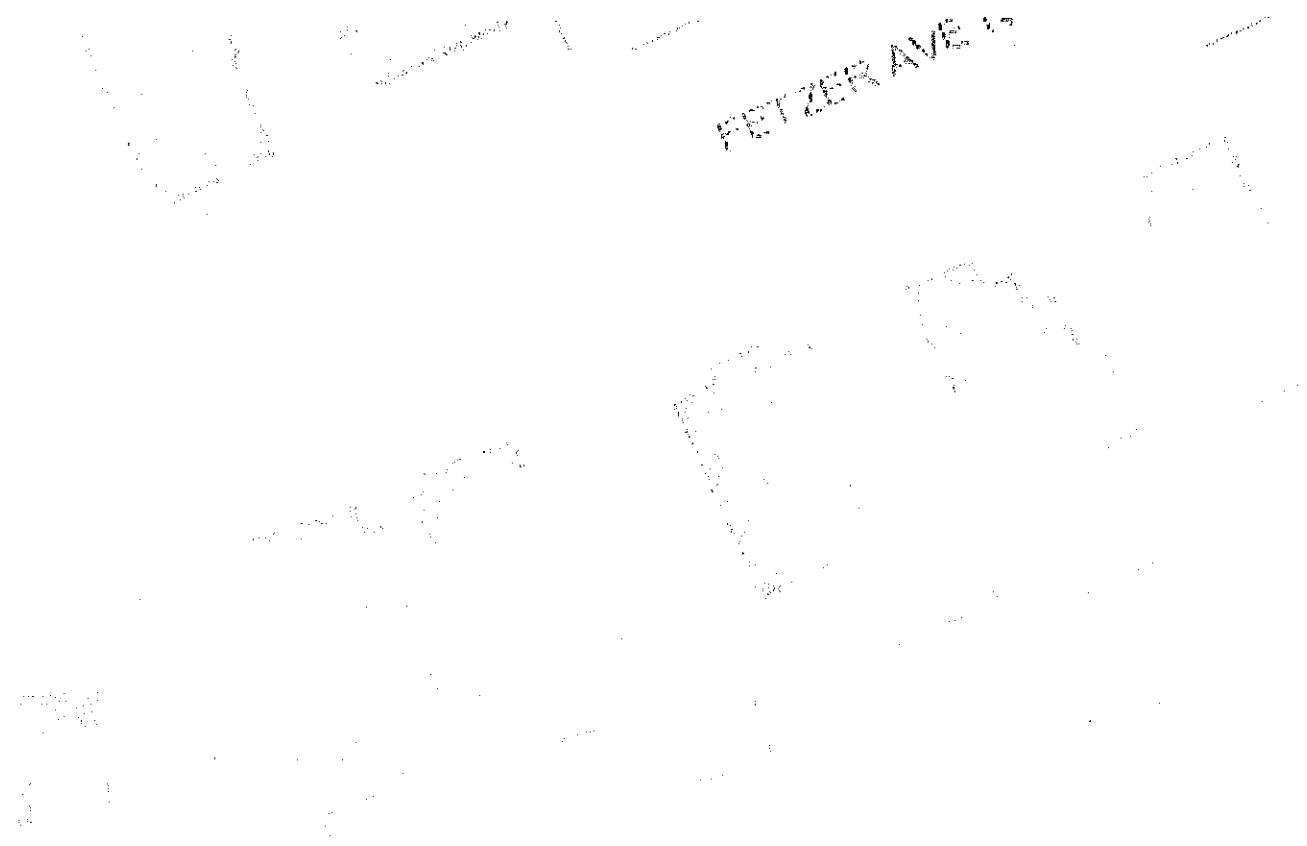
SURVEYED BY  
ACS

INSTRUMENT  
TOPCON

CCDC FILE  
17085



Boundary & Location Survey For:  
James Ryan & Laura Fagg DeMay  
5630 Fetzer Avenue NW  
John K. Kimray & Wife Mary K. Kimray  
Number Eight Township Cabarrus County, NC



Cabarrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was represented on this map document.

Physical Address:	5630 FETZER AVE NW CONCORD NC 28027	PIN14:	56001994200000
Account Name 1:	DEMAY JAMES R	Account Name 2:	FAGG LAURA E
Mailing Address:	5630 FETZER AVE NW	Mailing City:	CONCORD
Mailing State:	NC	Mailing Zip Code:	28027
Property Real ID:	02-029B-0105.00	Plat Book:	00033
Plat Page:	00053	Land Units:	0.16
Units Type:	AC	Land Value:	AC
Building Value:	199850	OBXF Value:	9630
Assessed Value:	296480	Market Value:	296480
Sale Year:	2017	Sale Month:	3
Sale Price:	265000	Deed Book:	12408
Deed Page:	0232	Fire District:	
Zoning:	TND	Elementary School:	Charles E Boger ES
Middle School:	Northwest Cabarrus MS	High School:	NorthWest Cabarrus HS

Precinct Name: undefined

Legal Description: LT 105 AFTON VILLAGE PH 1

Floodway: No

100 Yr Flood: No

500 Yr Flood: No

Watershed: undefined

FIRM Panel Number 5600

Precinct Name: undefined

Legal Description: LT 103 AFTON VILLAGE UNIT 7!

Floodway: No

100 Yr Flood: No

500 Yr Flood: No

Watershed: undefined

FIRM Panel Number 5600



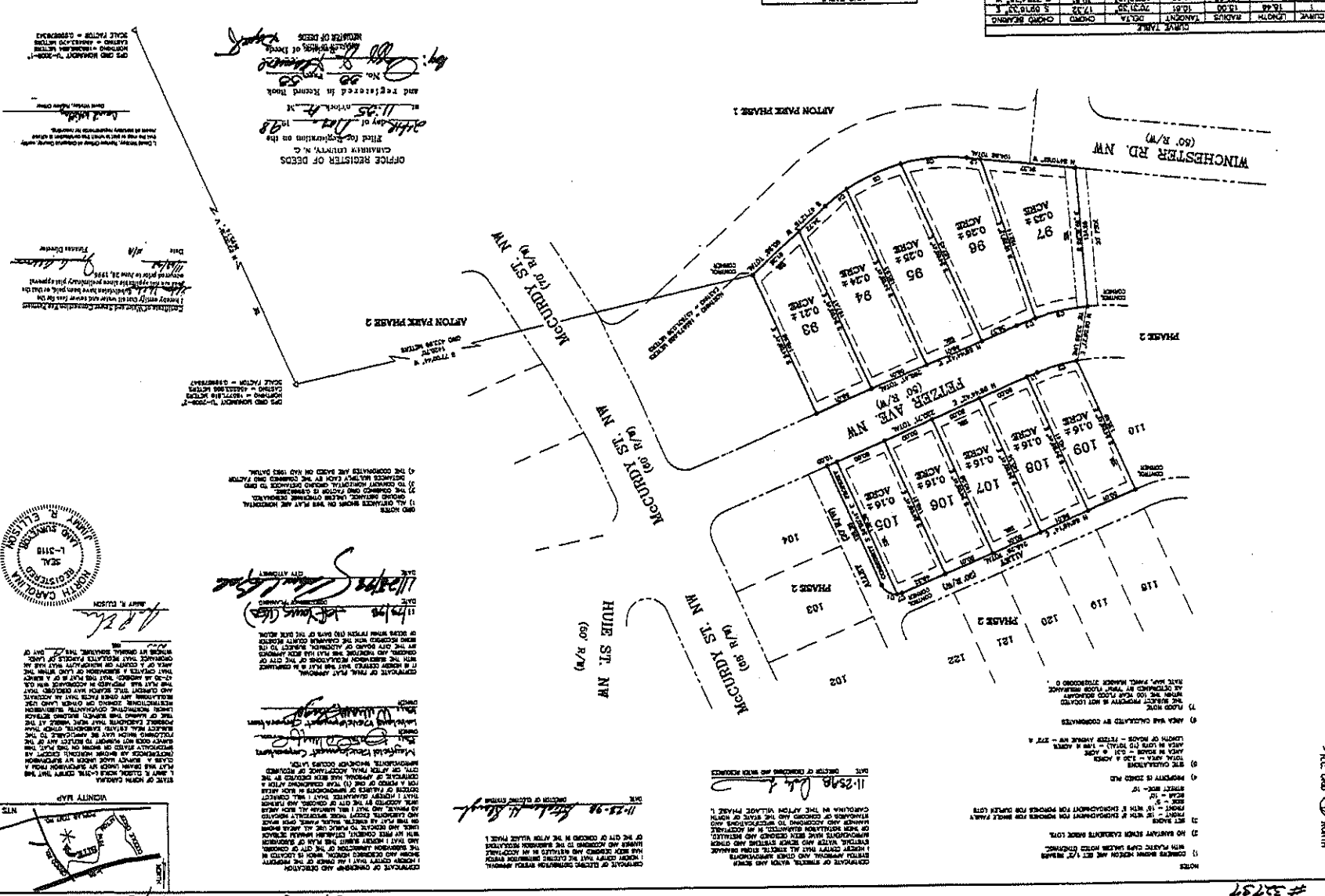
LINE	BEARING	LENGTH
1	S 07°03' E	17.00
2	S 20°00' E	17.00
3	S 07°03' E	17.00
4	S 20°00' E	17.00
5	S 07°03' E	17.00
6	S 20°00' E	17.00
7	S 07°03' E	17.00
8	S 20°00' E	17.00
9	S 07°03' E	17.00
10	S 20°00' E	17.00
11	S 07°03' E	17.00
12	S 20°00' E	17.00

LINE	BEARING	LENGTH
1	S 20°00' E	17.00
2	S 07°03' E	17.00
3	S 20°00' E	17.00
4	S 07°03' E	17.00
5	S 20°00' E	17.00
6	S 07°03' E	17.00
7	S 20°00' E	17.00
8	S 07°03' E	17.00
9	S 20°00' E	17.00
10	S 07°03' E	17.00
11	S 20°00' E	17.00
12	S 07°03' E	17.00

LEGEND  
 1. RIGHT OF WAY  
 2. CENTER LINE  
 3. PUBLIC UTILITY  
 4. EASEMENT



PLAT SUBDIVISION PLAN NO. 2  
 CHANGING  
 17-00  
 NOVEMBER 13, 1998



OFFICE REGISTER OF DEEDS  
 CHARLOTTE COUNTY, N. C.  
 Office of the Register of Deeds  
 11-25-98  
 and registered in Record Book  
 No. 33 Page 53

DATE: 11/25/98  
 BY: [Signature]  
 REGISTER OF DEEDS

DATE: 11/25/98  
 BY: [Signature]  
 REGISTER OF DEEDS



1. THE LOTS SHOWN ON THIS PLAN ARE SEPARATE AND DISTINCT FROM ANY OTHER LOTS SHOWN ON ANY OTHER PLAN OR MAP OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND ARE NOT TO BE CONSIDERED AS PART OF ANY OTHER LOT OR MAP OF THE CITY OF CHARLOTTE, NORTH CAROLINA, UNLESS OTHERWISE SPECIFIED HEREON.

2. THE LOTS SHOWN ON THIS PLAN ARE SEPARATE AND DISTINCT FROM ANY OTHER LOTS SHOWN ON ANY OTHER PLAN OR MAP OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND ARE NOT TO BE CONSIDERED AS PART OF ANY OTHER LOT OR MAP OF THE CITY OF CHARLOTTE, NORTH CAROLINA, UNLESS OTHERWISE SPECIFIED HEREON.

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Book 33 Page 53

11-25-98

Book 33 Page 53

#32787

FILED  
CABARRUS COUNTY NC  
WAYNE NIXON  
REGISTER OF DEEDS

FILED Mar 23, 2017  
AT 11:39 am  
BOOK 12408  
START PAGE 0232  
END PAGE 0234  
INSTRUMENT # 07012  
EXCISE TAX \$530.00  
KAS

✓ Excise Tax \$ 530.00

Recording Time, Book and Page

### NORTH CAROLINA GENERAL WARRANTY DEED

File ✓

FILE # 17-2067dg

Tax Lot No. 2/29B/105.00 Parcel Identifier No. \_\_\_\_\_  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_

Mail after recording to Ferguson, Hayes, Hawkins & DeMay, PLLC, PO BOX 444, Concord, NC 28026  
This instrument was prepared by RYAN C. HAWKINS, Ferguson, Hayes, Hawkins & DeMay, PLLC

Brief Description for the index

**Lot 105 AFTON VILLAGE**

THIS DEED made this **23RD** day of **MARCH, 2017**, by and between

GRANTOR

GRANTEE

**AIMEE CANTADORE and husband  
FRANCIS G. CANTADORE, II**

**JAMES R. DEMAY and wife  
LAURA E. FAGG**

Mailing Address:

1417 LaForest Lane  
Concord, NC 28027

Mailing Address:

5630 Fetzer Avenue NW  
Concord, NC 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, Number TWO (2) Township, CABARRUS County, North Carolina and more particularly described as follows:

**SEE ATTACHED EXHIBIT "A"**

3/24

"G"

The property hereinabove described was acquired by Grantor by instrument recorded in Book 9564, Page 260.

All or a portion of the property herein conveyed  does or  does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 33, Page 53.

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

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

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

**SUBJECT TO easements and restrictions of record.**

**SUBJECT TO easements and setback lines as shown on the recorded plat.**

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.

  
AIMEE CANTADORE (SEAL)

  
FRANCIS G. CANTADORE, II (SEAL)

---

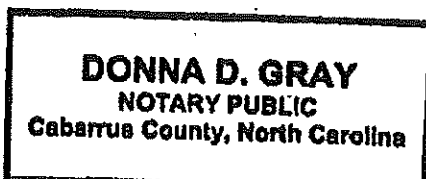
STATE OF NORTH CAROLINA, COUNTY OF CABARRUS

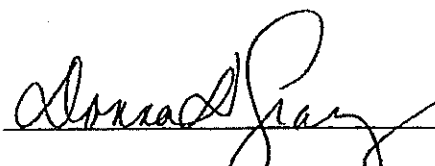
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

**AIMEE CANTADORE and FRANCIS G. CANTADORE, II**

Date: March 23, 2017

(Official Seal)



  
Notary Public

Printed or Typed Name: Donna D. Gray

My commission expires: 3/19/2022

---

## EXHIBIT "A"

(Legal description for 5630 Fetzer Avenue NW, Concord, NC 28027)  
File # 17-2067dg

Lying and Being in the City of Concord, Number TWO (2) Township of Cabarrus County, North Carolina on the North side of Fetzer Avenue, Northwest, and Being all of Lot Number **ONE HUNDRED FIVE (105)** as shown on the Final Subdivision Plat for Afton Village, Phase One (1) as surveyed and platted, a copy of which is on file in the Office of the Register of Deeds for Cabarrus County, in Map Book 33 at Page 53, to which map book and page reference is hereby made for a more complete description thereof by metes and bounds.

Being the same property conveyed by deed recorded in Deed Book 9564, Page 260, Cabarrus County Registry.

Exhibit B



V-02-22  
Aerial

Variance Application

Jim and Laura Demay

5630 Fetzer Ave NW  
PIN: 5600-19-9420



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.

V-02-22  
Zoning Map

Variance Application

Jim and Laura Demay

5630 Fetzer Ave NW  
PIN: 5600-19-9420

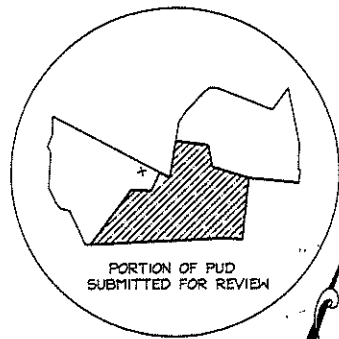
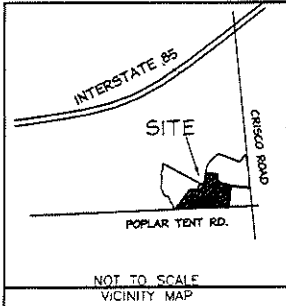


Source: City of Concord  
Planning Department

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**Exhibit C**



WADE H. TAYLOR  
206 - 83  
4691-90-4637

E 1,504,000  
N 610,000  
BEARING BASIS, N.C.G.S.

**SITE TABULATION**

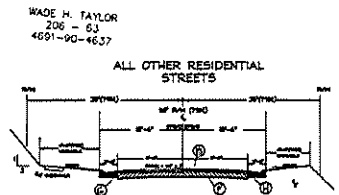
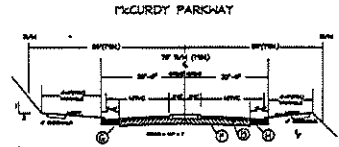
TOTAL AGERAGE BEING DEVELOPED: 49.61 AC.  
NUMBER OF LOTS IN EACH PHASE:  
PHASE 1: 48 LOTS  
PHASE 2: 19 LOTS  
PHASE 3: 27 LOTS  
PHASE 4: 26 LOTS  
TOTAL NUMBER OF LOTS IN SUBDIVISION: 122 LOTS  
TOTAL LOT AREA: 24.56 AC.  
AREA IN STREET R/W: 11.75 AC.  
OPEN AREA: 7.28 AC.  
LINEAR FEET OF STREETS:  
MCGURDY PARKWAY: 823'  
ASBURY RD.: 2560'  
HINSLON DR.: 1020'  
BARRINGER DR.: 1664'  
NOLAN RD.: 1681'  
COLTRANE PL.: 541'  
HINCHESTER RD.: 1347'  
MORRISON LN.: 700'  
100-YEAR FLOOD ELEV.: 605.00'

**ZONING REQUIREMENTS-**

ZONING: PUD  
MIN. FRONT SETBACK: 25'  
MIN. REAR SETBACK: 20'  
SIDE YARD SETBACK: 5'  
STREET SIDE YARD: 12.5'  
MINIMUM AREA PER LOT: 6500 SF  
MIN. WIDTH AT LOT SETBACK: 50'  
MIN. WIDTH AT R/W: 15'  
MIN. LOT DEPTH: 100'

NOTE: STREET SIDEWALKS TO BE PLACED ON BOTH SIDES OF MCGURDY PARKWAY, ONLY ONE SIDE OF ALL OTHER STREETS. SEE TYPICAL CROSS-SEC. FOR DETAILS.

FUTURE DEVELOPMENT  
MAYFIELD/CARRISON LLC  
DEVELOPMENT



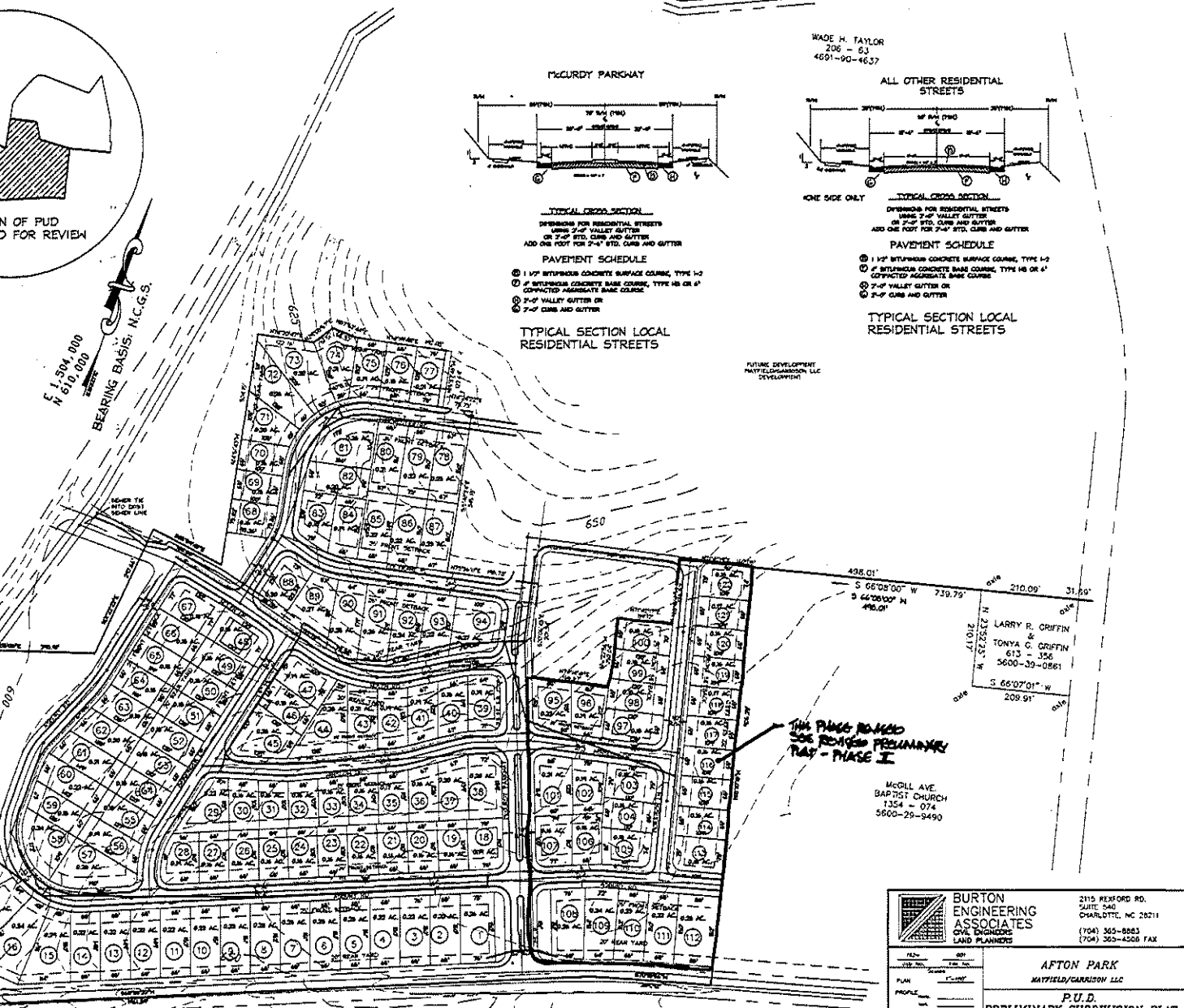
**TYPICAL CROSS SECTION**  
DIMENSIONS FOR RESIDENTIAL STREETS  
USING 7'-0" VALLEY GUTTER  
OR 7'-0" STD. CURB AND GUTTER  
ADD ONE FOOT FOR 7'-0" STD. CURB AND GUTTER

**PAVEMENT SCHEDULE**  
① 1 1/2" BITUMINOUS CONCRETE SURFACE COURSE, TYPE 1-2  
② 7" BITUMINOUS CONCRETE BASE COURSE, TYPE 1B OR 4'  
③ COMPACTED AGGREGATE BASE COURSE  
④ 7'-0" VALLEY GUTTER OR  
⑤ 7'-0" CURB AND GUTTER

**PAVEMENT SCHEDULE**  
① 1 1/2" BITUMINOUS CONCRETE SURFACE COURSE, TYPE 1-2  
② 7" BITUMINOUS CONCRETE BASE COURSE, TYPE 1B OR 4'  
③ COMPACTED AGGREGATE BASE COURSE  
④ 7'-0" VALLEY GUTTER OR  
⑤ 7'-0" CURB AND GUTTER

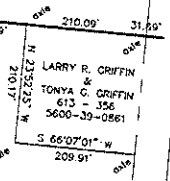
**TYPICAL SECTION LOCAL RESIDENTIAL STREETS**

FUTURE DEVELOPMENT  
MAYFIELD/CARRISON LLC  
DEVELOPMENT



THIS PLAT IS TO BE REVIEWED FOR PHASE II

MCCALL AVE  
BAPTIST CHURCH  
1354 - 074  
5600-29-9490



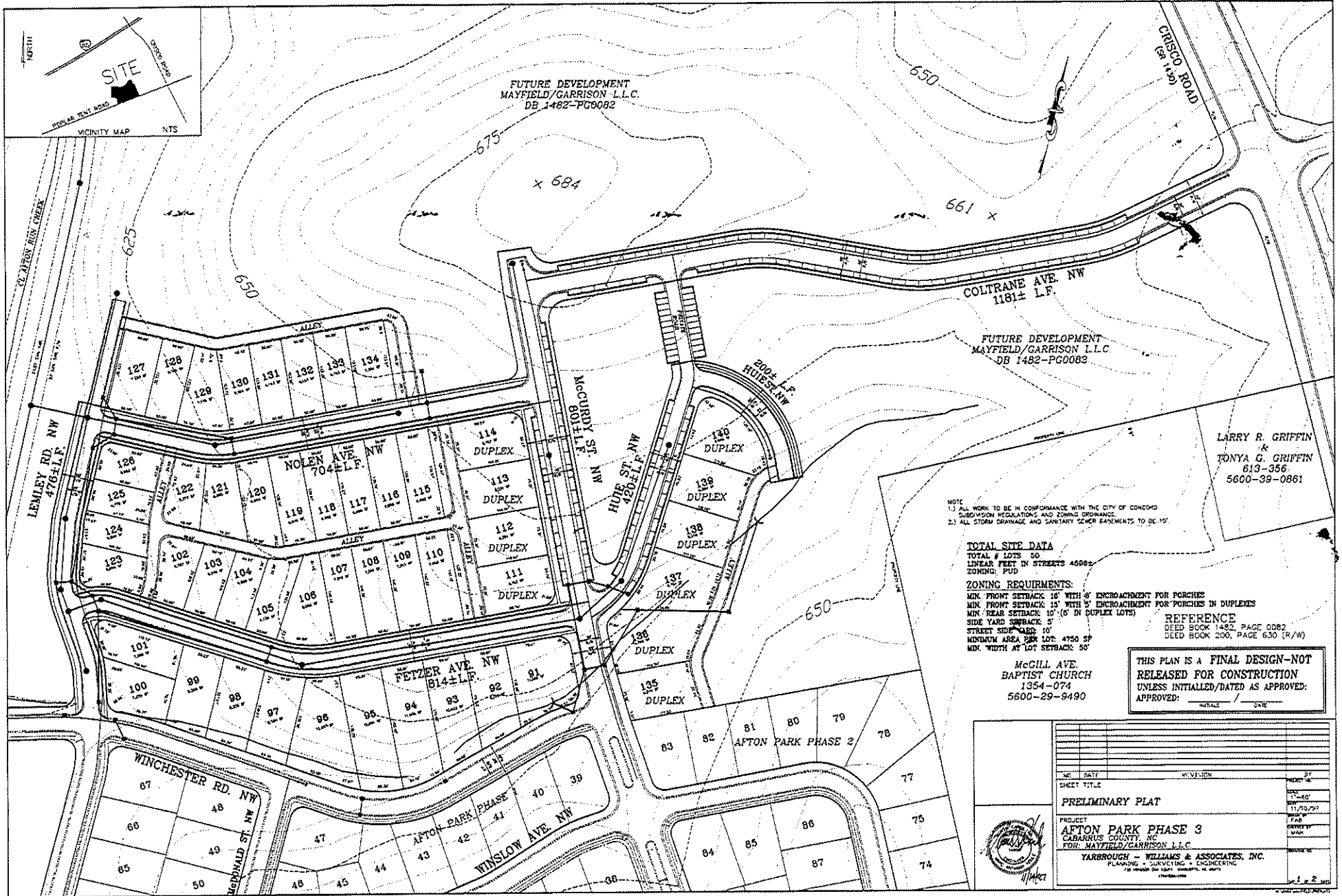
**BURTON ENGINEERING ASSOCIATES**  
2115 KENFORD RD.  
SUITE 540  
CHARLOTTE, NC 28211  
(704) 365-8863  
(704) 365-4208 FAX

DATE: 08/08/95	BY: [Signature]	PROJECT: AFTON PARK
SCALE: AS SHOWN	PROJECT: AFTON PARK	PROJECT: AFTON PARK
DATE: 08/08/95	BY: [Signature]	PROJECT: AFTON PARK
DATE: 08/08/95	BY: [Signature]	PROJECT: AFTON PARK
DATE: 08/08/95	BY: [Signature]	PROJECT: AFTON PARK

**AFTON PARK**  
MAYFIELD/CARRISON LLC  
P.U.D.  
PRELIMINARY SUBDIVISION PLAT

S-08-95

**Exhibit D**



FUTURE DEVELOPMENT  
MAYFIELD/GARRISON L.L.C.  
DB 1482-PG0082

COLTRANE AVE. NW  
1181± L.F.

FUTURE DEVELOPMENT  
MAYFIELD/GARRISON L.L.C.  
DB 1482-PG0082

LARRY R. GRIFFIN  
&  
TONYA G. GRIFFIN  
613-356  
5600-39-0861

NOTE:  
1.) ALL WORK TO BE IN CONFORMANCE WITH THE CITY OF CONCORD  
SUBDIVISION REGULATIONS AND ZONING ORDINANCE.  
2.) ALL STORM DRAINAGE AND SANITARY OTHER EASEMENTS TO BE 10'

**TOTAL SITE DATA**  
TOTAL # LOTS: 50  
LINEAR FEET IN STREETS: 4596±  
ZONING: PUD

**ZONING REQUIREMENTS:**  
MIN. FRONT SETBACK: 10' WITH 6' ENCROACHMENT FOR PORCHES  
MIN. FRONT SETBACK: 15' WITH 5' ENCROACHMENT FOR PORCHES IN DUPLEXES  
MIN. REAR SETBACK: 10' (6' IN DUPLEX LOTS)  
SIDE YARD SETBACK: 5'  
STREET SIDE YARD: 10'  
MINIMUM AREA PER LOT: 4750 SF  
MIN. WIDTH AT LOT SETBACK: 50'

**REFERENCE**  
DEED BOOK 1482, PAGE 0082  
DEED BOOK 200, PAGE 630 (R/W)

McGILL AVE.  
BAPTIST CHURCH  
1354-074  
5600-29-9490

**THIS PLAN IS A FINAL DESIGN-NOT  
RELEASED FOR CONSTRUCTION  
UNLESS INITIALLED/DATED AS APPROVED:**  
APPROVED: \_\_\_\_\_ / \_\_\_\_\_  
DATE: \_\_\_\_\_

NO.	DATE	BY
SHEET TITLE		
PRELIMINARY PLAT		
PROJECT		
APTON PARK PHASE 3		
CABARRUS COUNTY, NC		
FOR: MAYFIELD/GARRISON L.L.C.		
DESIGNED BY		
DRAWN BY		
CHECKED BY		
DATE		

YARBROUGH - WILLIAMS & ASSOCIATES, INC.  
PLANNING • SURVEYING • ENGINEERING  
135 WOODS DR. SUITE 100, CHARLOTTE, NC 28203  
704.375.1111

McGILL AVE. BAPTIST CHURCH  
1354-074  
5600-29-9490



#32737

Book 33 Page 53



- NOTES
- CORNERS SHOWN HEREON ARE SET 1/2" PEELERS WITH PLASTIC CAPS UNLESS NOTED OTHERWISE.
  - NO SANITARY SEWER EXHAUSTS INSIDE LOTS.
  - SET BACKS: FRONT - 10' WITH 5' ENDEORADMENT FOR PORCHES FOR SINGLE FAMILY; RIGHT - 10' WITH 5' ENDEORADMENT FOR PORCHES FOR DUPLEX LOTS; REAR - 10' STREET SIDE - 10'
  - PROPERTY IS ZONED PUD
  - NOTE CALCULATIONS: TOTAL AREA = 2.38 ± ACRES; AREA IN ROADS = 0.31 ± ACRES; AREA IN LOTS (50 TOTAL) = 1.98 ± ACRES; LENGTH OF ROAD = PETZER AVENUE NW = 272 ±'
  - AREA WAS CALCULATED BY COORDINATES
  - FLOOD NOTE: THE SUBJECT PROPERTY IS NOT LOCATED WITHIN THE 100 YEAR FLOOD BOUNDARY AS DETERMINED BY THE FLOOD INSURANCE RATE MAP, PANEL NUMBER 370200000 D.

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS. I HEREBY CERTIFY THAT ALL STREETS, STORM SEWERAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER IMPROVEMENTS HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATIONS AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA IN THE AFTON VILLAGE PHASE I.

11-25-98 *John J. ...*  
DATE DIRECTOR OF ENGINEERING AND WATER RESOURCES

CERTIFICATE OF ELECTRIC DISTRIBUTION SYSTEM APPROVAL. I HEREBY CERTIFY THAT THE ELECTRIC DISTRIBUTION SYSTEM HAS BEEN DESIGNED AND INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SUBDIVISION REGULATIONS OF THE CITY OF CONCORD IN THE AFTON VILLAGE PHASE I.

11-25-98 *Stephen H. Slough*  
DATE DIRECTOR OF ELECTRIC SYSTEMS

CERTIFICATE OF ONE-PHASE AND DEDICATION. I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND ACCORDING HEREON, WHICH IS LOCATED IN THE JURISDICTION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF CONCORD WITH MY FREE CONSENT, ESTABLISH LARLAND SETBACK LINES AND SPECIFIC TO PUBLIC USE AS LARLAND SHOWN ON THIS PLAN AS STREETS, WALKS, PARKS, OPEN SPACE AND DRIVEWAYS, SUBJECT TO THE CITY OF CONCORD AS APPLICABLE, AND THAT I WILL MAINTAIN ALL SUCH AREAS OPEN ACCORDING TO THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OF FAILURE OF IMPROVEMENTS IN SUCH MANNER FOR A PERIOD OF ONE (1) YEAR COMMENCING AFTER A CERTIFICATE OF APPROVAL HAS BEEN ISSUED BY THE CITY, OR AFTER FINAL ACCEPTANCE OF RECORDED IMPROVEMENTS, WHICHEVER OCCURS LATER.

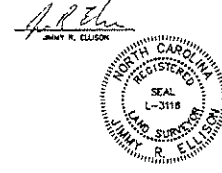
*Mayfield Development Corporation*  
*John J. ...*  
*Lawrence Development Corporation*  
*Lawrence Development Corporation*



STATE OF NORTH CAROLINA. I, JERRY R. GILSON, CLERK OF COURTS, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM A CLASS A SURVEY MADE UNDER MY SUPERVISION (EXCEPT AS SPECIALLY STATED OF SHOW ON THE PLAN, THIS SURVEY DOES NOT SUPPORT TO ANY EXTENT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BOUNDARY SURVEY LINES; RESTRICTIVE COVENANTS; SUBDIVISION METEOROLOGICAL ZONING OR OTHER LAND USE REGULATIONS; ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE REPORT OR OTHER LAND USE REPORT AS A MATTER THAT THIS PLAN OF SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR JURISDICTION THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND, WHETHER BY ORIGINAL SURVEY, THIS DATE OF ...

CERTIFICATE OF FINAL PLAN APPROVAL. I HEREBY CERTIFY THAT THIS PLAN IS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF CONCORD, AND THEREFORE THIS PLAN HAS BEEN APPROVED BY THE CITY BOARD OF ALDERMEN, SUBJECT TO ITS BEING RECORDED WITH THE CLERK'S OFFICE RECORD OF DEEDS WITHIN FIFTEEN (15) DAYS OF THE DATE BELOW.

11/25/98 *Jeff Young (Clerk)*  
DATE CLERK OF COURTS  
11/25/98 *John J. ...*  
DATE CITY ATTORNEY



- GRID NOTES
- ALL DISTANCES SHOWN ON THIS PLAN ARE HORIZONTAL GRID DISTANCES, UNLESS OTHERWISE INDICATED.
  - THE COMBINED GRID FACTOR IS SUBSTANTIALLY 1.0.
  - TO CONVERT HORIZONTAL GRID DISTANCES TO GRID DISTANCES MULTIPLY EACH BY THE COMBINED GRID FACTOR.
  - THE COORDINATES ARE BASED ON NAD 1983 DATUM.

GPS GRID MONUMENT "U-2000-7" NORTING = 18277.216 METERS; EASTING = 486643.476 METERS; SCALE FACTOR = 0.999876302

Duplicate of Water and Sewer Connection Fee Payment. I hereby certify that all water and sewer fees have been paid, or will be paid, as required by the City of Concord, North Carolina, since preliminary plat approval occurred prior to June 27, 1996.

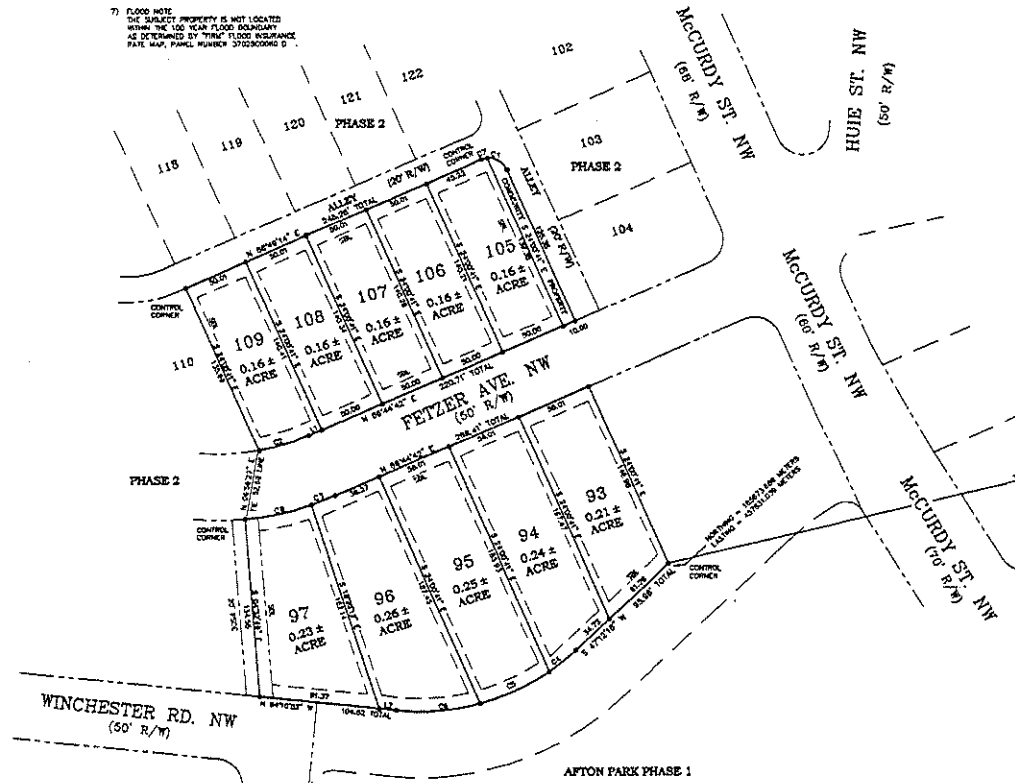
*John J. ...*  
DATE: 11/25/98  
TOWNSHIP DIRECTOR

OFFICE REGISTER OF DEEDS, CABARRUS COUNTY, N.C.  
Filed for registration on the 24th day of Nov 1998 at 11:25 AM  
and registered in Record Book No. 33 Page 53  
by: *John J. ...*  
REGISTER OF DEEDS

I, David Willey, Recorder of Cabarrus County, certify that this map and fee have been recorded in accordance with all statutory requirements for recording.

*David Willey*  
County Recorder, Public Office

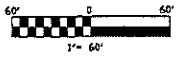
GPS GRID MONUMENT "U-2000-11" NORTING = 18234.804 METERS; EASTING = 486643.476 METERS; SCALE FACTOR = 0.999876302



CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BEARING
1	18.46	15.00	10.61	70°31'38"	17.32	S 59°18'33" E
2	38.69	175.00	12.93	12°39'45"	39.01	S 73°14'32" W
3	19.31	782.00	8.86	04°55'06"	19.31	N 89°12'15" E
4	25.68	175.00	13.61	08°30'50"	25.68	S 51°27'58" W
5	58.27	175.00	28.41	19°04'45"	58.00	S 69°15'00" W
6	64.23	175.00	32.48	21°01'45"	63.87	S 64°18'14" W
7	4.88	15.00	2.45	18°38'21"	4.86	S 78°10'24" W
8	31.78	225.00	23.09	13°10'43"	31.64	S 78°12'11" W

LINE	BEARING	LENGTH
L1	S 68°44'42" W	10.71
L2	N 84°10'52" W	15.13

- LEGEND
- R/W RIGHT OF WAY
  - C CENTER LINE
  - SL SET BACK LINE
  - PSL PUBLIC STORM DRAIN EXHAUST



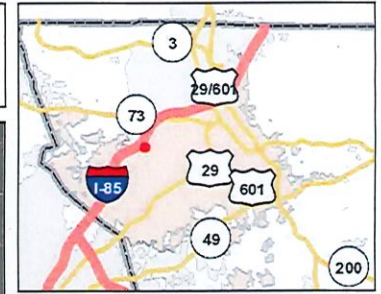
300 N.C. HWY. 24-27 EAST  
P.O. BOX 1486  
ALBANY, N.C. 27007  
(704) 282-1377  
FAX - (704) 983-1422

NO. 2  
CABARRUS  
N.C.  
1" = 60'  
9845CF.DWG

FINAL SUBDIVISION PLAT for  
**AFTON VILLAGE**  
PHASE I  
MAYFIELD / LARLAND, LLC

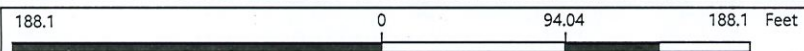
1 TOWN STRATEGY MONTH  
CONCORD, N.C. 27003

DRAWN BY: JERRY R. GILSON  
CHECKED BY: JERRY R. GILSON  
DATE: NOVEMBER 13, 1998



- Legend**
- Address Point
  - Parcels
  - Speedways & Race Tracks
  - Airports & Airstrips
  - Railroad
  - Highways
    - Interstate
    - NC Highway
    - US Highway
  - Roads
  - Parks
  - Concord City Limits Zoomed In
  - Other Municipal Boundaries
  - Cabarrus County

1: 1,128



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

**Notes**

## 7.6 STANDARDS FOR BASE ZONING DISTRICTS

### 7.6.1. GENERAL

- A. Permitted uses are listed in Table 8.1.8. Uses permitted by right, uses permitted as special uses and uses for which there are supplemental use regulations in Section 8.3 are indicated in the table. Accessory uses shall be regulated in accordance with Section 8.4 and 8.2 Temporary uses shall be regulated in accordance with Section 8.8.
- B. Dimensional and density regulations, including setbacks, are listed in Table 7.6.2-A, and Table 7.6.2-B. These standards may be modified for conditional districts, provided that gross densities may not exceed those authorized by the Land Use Plan.
- C. Standards for off-street parking and loading facilities, and vehicular access are described in detail in Section 10.3.
- D. Standards for landscaping and buffering are described in detail in Article 11.
- E. Sign regulations are described in detail in Article 12.

### 7.6.2. SETBACKS AND HEIGHT STANDARDS

Setbacks for buildings or structures are measured as the area between the furthestmost projection of a principal structure and the property line of the lot on which the structure is located, except as modified by the standards of this Section. Setbacks shall be unobstructed from the ground to the sky except as specified in this Section. Building setbacks for each zoning district are set forth in Table 7.6.2-B.

#### A. ENCROACHMENTS

The following features may encroach into a required building setback:

1. Bay windows or other structural overhang, not to exceed three (3) feet;
2. Chimneys, not to exceed two (2) feet;
3. Heating and cooling units, not to exceed (3) feet;
4. Overhanging roof, eave, gutter, cornice, or other architectural feature and awnings, not to exceed 2 feet;
5. Steps, stairs or fire escapes (non-enclosed), not to exceed 6 feet;

6. Uncovered, unenclosed decks, terraces, stoops or porches, but in no case closer than five (5) feet to any property line;
7. Fences and Garden/Yard Walls;
8. Any accessory building or use customarily incidental to the permitted primary use or building as allowed in accordance with Section 8.4 (Accessory Uses).

**B. ON STREET FRONTAGE**

Structures shall meet the front yard setback from all abutting street rights-of-way unless otherwise provided in this Ordinance. For undeveloped lots, the developer has the option to determine which yard shall be considered the "front" so long as the structure to be constructed on said lot shall have its front facing the same yard. For the purposes of applying setbacks to existing developed lots, the front yard setback shall be defined as the yard with the shortest amount of street frontage. All other frontages shall be considered street side yards.

**C. REDUCED FRONT YARD SETBACK**

The minimum front yard setback may be reduced for any lot where the average established front setback on developed lots located within 300 feet on each side of such lot, and fronting on the same street as such lot, is less than the minimum required setback. In such cases, the front setback on such a lot may be less than the required front setback but not less than the average of the existing front setbacks on the developed lots within 300 feet of each side.

**D. HEIGHT STANDARDS**

Building height is measured as the vertical distance between the average natural grade between the lowest and highest grades along the foundation and 1) the average height level between the eaves and ridge line of a gable, hip or gambrel roof; or 2) the highest point of a mansard roof; or 3) the highest point of the coping of a flat roof. (See Figure 7.7-1)

transporting, storing, treating or disposing septage. The term does not include public or community wastewater systems that treat or dispose septage. (Source: NCGS § 130A-290)

**SEPTIC TANK SYSTEM-** A subsurface wastewater system consisting of a settling tank and a subsurface disposal field. (Source: NCGS § 130A-334)

**SERVICE LINES** - Electric, gas, communication, water, sewer, irrigation and drainage lines providing local distribution or collection service.

**SERVICE STATION** - A building or use devoted to the retail sale of fuels, lubricants, and other supplies for motor vehicles, including minor repair activities which are subordinate to the sale of petroleum products.

**SERVICE YARD AND/OR ENTRANCE** - An area and/or entrance to a structure, which is used for pickup and delivery, especially in conjunction with retail and wholesale outlets

**SETBACK** - The distance from the street (in the case of a Front Setback) or property line to the nearest part of the applicable Building, Structure, measured perpendicular to the street or property line, in front of which no structure may be erected.

**SETBACK LINE-** A line measured from the property line or right-of-way line of a public street, as applicable. Also, see building line.

**SEWAGE** - Water-carried human waste discharged, transmitted, and collected from residences, buildings, industrial establishments, or other places into a unified sewerage system or an arrangement for sewage disposal or a group of such sewerage arrangements or systems, together with such ground, surface, storm, or other water as may be present. (Source: NCGS § 143-213) The term "sewage" also means the liquid and solid human body waste and liquid waste generated by water-using fixtures and appliances, including those associated with flood handling. The term does not include industrial process wastewater or sewage that is combined with industrial process wastewater. (Source: NCGS § 130A-334)

**SEWAGE DISPOSAL SYSTEM** - Any plant, system, facility, or property used or useful or having the present capacity for future use in connection with the collection, treatment, purification or disposal of sewage (including industrial wastes resulting from any processes of industry, manufacture, trade or business or from the development of any natural resources), or any integral part thereof, including but

beyond the typical minimum requirements. Such improvements, may include street trees, benches, public art, landscaping, textured pavement, decorative light poles, decorative street signs, etc.

**STRIP DEVELOPMENT** - A form of development characterized by the following:

1. the primary uses are commercial or retail in nature;
2. the development site takes direct access from an Arterial or Collector Road;
3. the site contains parking located above ground level and lying between the accessed roadway and the primary buildings; and
4. the site is characterized by substantial frontage along the road or roads from which it takes primary or secondary access, or by numerous access points along a roadway serving primarily retail and/or commercial uses.

**STRUCTURAL ALTERATION** - Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders or any complete rebuilding of the roof or exterior walls.

**STRUCTURE** - Anything constructed or erected which requires location on or in the ground or is attached to something having a location on the ground or anything as defined by the Building Code, including an edifice or building of any kind. Structures do not include ditches and their appurtenances, poles, lines, cables, or transmission or distribution facilities of public utilities, freestanding mailboxes, on-grade slabs, walks, driveways, landscaping materials or fences. Includes both permanent and temporary structures. For purposes of Section 4.7, "structure" shall also include a gas, liquid, or liquefied gas storage tank that is principally above ground.

**STRUCTURE, MAIN OR PRINCIPAL** - See "Building, Main or Principal."

**STRUCTURE, PERMANENT** - Anything constructed or erected within a required location on the ground or which is attached to something having location on the ground, including a fence or free-standing wall.

**STRUCTURE, TEMPORARY** - A moveable structure not designed for human occupancy or for the protection of goods or chattel, and not forming an enclosure, and placed on a parcel of land for a period of time equal to one (1) year or less.

**STUB-OUT (STUB-STREET)** - A portion of a street or cross access drive used as an extension to an abutting property that may be developed in the future.

**SUBDIVIDE or "SUBDIVIDE LAND"** - The act or process of creating a Subdivision.

**SUBDIVIDER** - Any Person who (1) having an interest in land, causes it, directly or

**Scott Sherrill**

---

**From:** Jim DeMay <JDeMay@milberg.com>  
**Sent:** Tuesday, August 16, 2022 4:36 PM  
**To:** Scott Sherrill  
**Subject:** RE: Couple of Questions re: BOA Application

**CAUTION: This email originated from outside the City of Concord. Do not click links or open attachments unless you recognize the sender and know the content is safe!**

Thanks Scott. See below...

---

**From:** Scott Sherrill <sherrills@ConcordNC.gov>  
**Sent:** Tuesday, August 16, 2022 2:54 PM  
**To:** Jim DeMay <JDeMay@milberg.com>  
**Subject:** Couple of Questions re: BOA Application

Good afternoon, Jim,

I have a couple of questions as I'm working on the staff report for your variance request next week.

1. The site plan appears to show an outdoor fireplace as part of the patio—how much further out does that encroach beyond the rest of the patio? It also does not appear to be shown on the landscape plan. **I do not believe that the fireplace encroaches beyond the rest of the patio, and in any event it will be entirely within our property (and not on the HOA property). But I will confirm with the builder – he is on vacation right now but will try to get him.**
2. I'm also looking at the landscape plan, and there are pavers shown between the covered patio and the fence: how far do they encroach? And is that also part of this project? **The landscaping/pavers are separate from the covered patio that is the subject of the variance. Using two different contractors, one for landscaping and another for the patio. Long story short, the landscape plan was drawn before the patio plan, and we likely not going to do those pavers between the patio and the fence now. But I did not mention the landscaping and pavers in the application because my understanding from the UDO is that landscaping and items that are no more than 1" above grade (such as pavers) can be within a side setback. But if I'm off base with that please let me know.**

Those are the main ones for now—

Thank you,

Scott Sherrill, AICP  
Planning and Development Manager  
City of Concord, NC

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by anyone at any time.