



**Town of Weaverville
Planning and Zoning Board
Council Chambers
Tuesday, January 2, 2018, 6:00pm**

Agenda

1. Call to Order – Chairman Doug Theroux.
2. Approval of the Minutes from the December 7, 2017 Meeting of the Board.
3. Discussion Related to a Final Plat for a Major Subdivision Commonly Known as Greenwood Park Phase One and The Hamlet Phase One a Portion of Reems Creek Village.
4. Consideration of a Motion Establishing a Recommendation to Town Council or Ruling on the Major Subdivision Final Plat for Greenwood Park Phase One.
5. Consideration of a Motion Establishing a Recommendation to Town Council or Ruling on the Major Subdivision Final Plat for The Hamlet Phase One a Portion of Reems Creek Village.
6. Discussion Related to a Proposed Rezoning of Three Contiguous Parcels adjacent to Monticello Road.
7. Consideration of a Motion Establishing a Recommendation to Town Council Related to the Aforementioned Rezoning.
8. Discussion Related to a Proposed Text Amendment Regarding the Land Use of Mobile Food Vendors and the Additional Standards Placed Thereon.
9. Consideration of a Motion Establishing a Recommendation to Town Council Related to the Aforementioned Text Amendment
10. Discussion Related to a Proposed Amendment of Code Related to the Initial Consideration by Town Council of all Zoning Text and Map Amendments.
11. Consideration of a Motion Establishing a Recommendation to Town Council Related to the Aforementioned Proposed Revision of Code.
12. Discussion Related to a Proposed Amendment of Code Related to the Prohibition of Storage or Shipping Containers as an Accessory Structure within Residentially Zoned Districts.
13. Consideration of a Motion Establishing a Recommendation to Town Council Related to the Aforementioned Proposed Revision of Code.
14. Any Other Business to Come Before the Board.
15. Adjournment.



**Agenda Item 2
Minutes**

Town of Weaverville
Planning and Zoning Board
Minutes – Thursday, December 7, 2017

The Planning and Zoning Board of the Town of Weaverville met for a regularly scheduled monthly meeting at 5:45pm on Thursday, December 7, 2017 within the Weaverville Fire Department training room.

Present: Chairman Doug Theroux, Vice-Chairman Gary Burge, Board Members Catherine Cordell and Peter Stanz, Alternate Board Member John Chase, Town Attorney Jennifer Jackson and Planning Director James Eller. Absent: Alternate Board Member Steve Warren.

1. Call to Order.

Chairman Doug Theroux called the meeting to order at 5:45 pm.

Chairman Theroux called for a moment of silence in observance of Pearl Harbor Day.

2. Approval of the Minutes from the October 3 and November 7, 2017 Meetings of the Board.

Mr. Stanz motioned to approve the minutes as presented. Ms. Osborne seconded and all voted unanimously.

3. Discussion Related to a Final Plat for a Major Subdivision Commonly Known as Greenwood Park Phase One and the Hamlet Phase One, a Portion of Reems Creek Village.

Mr. Eller reviewed his previous findings from November related to the two aforementioned final plats:

- Title block of the final plat for The Hamlet should reflect that the Hamlet is a part of the Reems Creek Village subdivision as per Town Councils approval of the preliminary plat for same on Monday, February 23, 2015.
- The road maintenance agreement for Greenwood park should be crafted should one not presently exist and recorded.
- The road maintenance agreement for Reems Creek Village should be amended and recorded to include the lots created by the Hamlet portion of Reems Creek Village.
- The temporary t-turnaround shown on the proposed final plat for Greenwood park should be paved as per the Fire Marshal and shown as same on the final plat.
- Due to the road construction occurring outside the requisite supervision of the Town's Public Works Department, in order to ensure that the portion of Al Dorf Drive which extends into Greenwood Park phase 1 has been built to the Town's standards, the construction standards will need to be verified by a professional engineer who oversaw the construction and performed testing. In the alternative an engineer must test the soil and pavement compaction and depth by taking core borings to determine pavement, stone and soil compaction and depth at 100 foot intervals or 50 foot intervals should the test not reveal proper construction, with a report of same being presented to the Town.

- A verification from MSD will need to be submitted ensuring that individual sewer taps are available to each lot shown on each plat.
- The water line extending into Greenwood Park phase one has not been accepted by Town Council and is therefore not eligible to be utilized. Waterline easement documents should be executed and recorded in conjunction with Town Council's acceptance of the line into the municipal water system. Town Attorney Jennifer Jackson will need to be involved in the preparation of these documents. Additionally, at the direction of the Public Works Director, two clear water samples (bacteriological testing) will be required prior to the activation of the line in order to ensure that bacteria regrowth has not occurred.
- A notation should be made on both plats that dedications to the Town are subject to the acceptance of Town Council.
- A reminder that on January 25, 2016, Town Council required lot 101 to be removed from Greenwood Park (which has been done on the plat you presented) and added to Reems Creek Village. The plat to accomplish this has been completed, see attached. It just needs to be re-labeled as a final plat and I am prepared to obtain Town signatures quickly so that you can get it recorded. Please let me know how I can help move this along.

Mr. Eller noted that there is a concern related to the plats being labeled as both preliminary and final. Mr. Dorf noted that the t-turnaround was completed after submittal deadline and therefore the preliminary stamp remained.

Mr. Burge asked if each item on the list had been satisfied. Ms. Jackson commented on the sequencing of plat recordation and noted that the bacteriological testing could be done after plat recordation.

Mr. Theroux noted that some items, specifically the sewer easement plat and engineering report, were submitted after deadline and therefore the Board didn't have sufficient time to review same. Additionally the road maintenance agreements made requisite at the Board's last meeting and review were not made available for review.

Mr. Dorf noted that the sewer easement had been recorded and, therefore, shouldn't be considered a deficiency. Mr. Dorf also asked that the revisions of the two plats be made a condition placed upon the recommendation to Town Council.

Mr. Theroux noted that on the final plat for the Hamlet there was a statement related to the changing of property lines and corners and that such a statement and action should not be on a final plat. Ms. Osborne also stated that the plats were not sufficient.

Mr. Eller noted that the applicant had not in any way worked with staff regarding the application and the changes suggested by the Board at the previous month's meeting.

Ms. Cordell asked if the application should have been rejected without presentation to the Board. Mr. Eller clarified that the applicant could hold the position that a complete final plat application had been submitted and that the additional material requested by the Board during last month's meeting were to be treated as a supplement to same.

Mr. Chase noted that the professional land surveyor was not in a position to sign off and qualify the plats as final and therefore the Board should hold the same position.

Mr. Theroux highly recommended that the applicant meet with staff in advance of the next meeting of the Board and instructed staff to compile a list of items to be presented at next month's meeting.

Ms. Osborne made a motion to table the plats until the next meeting and Mr. Burge seconded. A lengthy discussion occurred related to the procedure for a tabled application and an application denial. Ultimately consensus was achieved to deny the application and the previous motion was withdrawn without objected.

4. Consideration of a Motion Establishing a Recommendation to Town Council or Ruling on the Major Subdivision Final Plat for Greenwood Park Phase One.

Mr. Theroux noted that he would suggest a motion to disapprove the applications and plats as submitted and for the applicant to consider the staff report and items discussed as instruction for revision, resubmittal and reconsideration.

Ms. Osborne made such a motion for the application and final plat of Greenwood Park Phase One. Mr. Burge seconded and all voted unanimously.

5. Consideration of a Motion Establishing a Recommendation to Town Council or Ruling on the Major Subdivision Final Plat for the Hamlet Phase One, a Portion of Reems Creek Village.

Mr. Theroux noted that he would suggest a motion to disapprove the applications and plats as submitted and for the applicant to consider the staff report and items discussed as instruction for revision, resubmittal and reconsideration.

Ms. Osborne made such a motion for the application and final plat of The Hamlet Phase One, a portion of Reems Creek Village. Mr. Burge seconded and all voted unanimously.

6. Discussion Related to a Proposed Amendment of Code Related to the Prohibition of Storage or Shipping Containers as an Accessory Structure within Residentially Zoned Districts.

Mr. Eller distributed to the Board photographs and maps related to the topic of conversation. Ms. Jackson described North Carolina statutory limitations which prohibit any local jurisdiction from legislating residential design standards. North Carolina General Statute 160A-381 establishes the following:

A jurisdiction MAY NOT regulate:

1. Exterior building color;
2. Type or style of exterior cladding material;
3. Style or materials of roofs and porches;
4. Exterior nonstructural architectural ornamentation;
5. Location or architectural styling of windows and doors, including garage doors
6. Location of rooms; or
7. Interior layout of rooms

A jurisdiction MAY regulate:

1. Height, bulk, orientation and location of structure on lot;

2. Use of buffering or screening to minimize visual impacts, to mitigate light or noise, or protect privacy of neighbors; and
3. Regulations governing permitted uses of land or structures

Mr. Eller noted that the structure which began this conversation had been appropriately permitted by the Town and that due to the aforementioned statutory limitations the Town was not in a position to deny such a permit request.

Ms. Jackson stated that the Board should keep in mind that any rules governing this particular structure would be applicable to all other accessory structures in town.

Mr. Eller stated that due to the configuration of the lots in the area, the accessory structure was placed as required by ordinance and that the backyard of the subject property was adjacent to the front yard of other homes. Mr. Eller noted that buffering requirements in this regard would not be applicable as the aforementioned lots are not adjacent and that such buffering requirements for accessory structures placed in the rear yard with an adjacent front yard would be detrimental to the properties along Church and Moore Streets.

Mr. Burge inquired as to the ability to limit the size of accessory structures. Mr. Eller responded that you may, but if the intent is to prohibit the storage container you would also by extension prohibit any detached two car garage.

Mr. Theroux noted that the Board should be cognizant of other problems which may be created in response to one particular occurrence or property.

Ms. Jackson noted that as a Dillon's Rule state the Town may only exercise the authority that the state allows.

Mr. Stanz acknowledged the difficulties presented by these particular statutory limitations and inquired if the Town was involved with an organization who could lobby state issues on their behalf. Ms. Jackson responded and described the League of Municipalities.

Mr. Eller noted that this information was meant to be an introduction to the topic and due to the complexities of the issue he did not foresee the Board being able to make a recommendation to Council at the present meeting.

Ms. Cordell asked if the Board or Council could consider a moratorium on this particular use. Ms. Jackson noted that statutorily moratoriums could not be placed on residential development.

7. Consideration of a Motion Establishing a Recommendation to Town Council Related to the Aforementioned Proposed Revision of Code.

Mr. Theroux expressed his desire to discuss the issue further before making a recommendation to Council. No motion was made regarding a recommendation to Council but consensus was achieved that more time would be needed to research the issue and develop a possible solution.

8. Any Other Business to Come Before the Board.

Mr. Eller noted that a schedule of meetings for 2018 had been included in the Board packet. Mr. Stanz motioned to adopt the schedule of regular meetings of the Planning and Zoning Board for 2018 as presented. Ms. Cordell seconded and all voted unanimously.

9. Adjournment.

Ms. Osborne motioned to adjourn. Ms. Cordell seconded and all voted unanimously.

**Doug Theroux, Chairman
Planning and Zoning Board**

ATTEST:

**James W. Eller
Planning Director / Deputy Town Clerk**



Agenda Items 3-5
Final Plats for Greenwood Park Phase 1 and
The Hamlet Phase 1, a Portion of Reems Creek Village

Attached you will find the following:

- **Greenwood Park Phase 1 Final Plat**
- **The Hamlet Phase 1, a Portion of Reems Creek Village Final Plat**
- **Reems Creek Village Road Maintenance Agreement (Supplemental Declaration to Existing Covenants and Restrictions)**
- **Greenwood Park Covenants and Restrictions Including Road Maintenance Agreement**
- **Greenwood Park Phase 1 &2 Sewer Easement Plat**
- **Al Dorf Drive Engineering Report**

I, ROBERT K. BRADY, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 4752, PAGE 823); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF LAND SURVEYING IN NORTH CAROLINA (21 N.C.A.C. 18.020); AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED.

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS

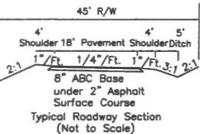
13th DAY OF DECEMBER, A.D. 2017.

ROBERT K. BRADY, JR., PLS-3959

I, Robert K. Brady, Jr., certify that this map was drawn under my supervision from an actual GPS (or GNSS) survey made under my supervision and the following information was used to perform the survey:
 Class B
 Positional accuracy: 0.044
 Type of GPS (or GNSS) field procedure: OPUS-RS
 Date(s) of survey: 03/19/2014
 Datum/Epoch: NAD 83 (2011) (EPOCH2010.000)
 Published/fixed control: DG3930, DM6192, DJ5356
 Geoid model: GEOID12A
 Combined factor: 0.9998072
 Units: U.S. Foot
 Horizontal positions are referenced to NAD83(2011)

13th DAY OF DECEMBER, A.D. 2017.

ROBERT K. BRADY, JR., PLS-3959



LINE	BEARING	LENGTH
L1	S82°01'39"E	15.82'
L2	S10°27'51"W	2.18'
L3	S82°11'46"E	40.57'
L4	N51°23'38"E	13.40'

CURVE	BEARING	CHORD	RADIUS
C1	S83°37'55"E	32.62'	582.50'
C2	N66°40'45"E	17.30'	582.50'
C3	N65°07'50"E	31.11'	1277.50'

- GENERAL NOTES:**
- Property subject to all assessments, rights-of-way and restrictions of record.
 - Lines not surveyed are shown as broken lines from information referenced on the face of this plat.
 - The area shown hereon was computed using the coordinate computation method.
 - Subject property is not located within a flood hazard area according to flood insurance rate map 370228B, panel 9752, suffix J dated January 6, 2010.
 - Location of utilities, whether public or private, is based upon field location of visible appurtenances.
 - All distances are horizontal ground measured in US Feet.
 - This plat has been prepared without the benefit of a title report which may reveal additional conveyances, assessments, rights-of-way or building restrictions. A North Carolina licensed attorney-at-law should be consulted regarding correct ownership, width, and location of easements and other title questions revealed by the title examination.
 - This map does not transfer to anyone other than the persons or business named in the title block and may not be used without written authorization from Blackrock Surveying and Land Design, P.C.
 - Per the developer, Natural Gas, Telephones, Electric and Cable lines are to be installed underground.
 - R-2 Building Setbacks
 Front - 30'
 Rear - 10'
 Side - 10'
 - General Phase 1 Information
 Total area - 4,255 Acres
 Number of Lots - 8
 - A 10' utility easement is reserved inside each property line.
 - Owners:
 PIN 9752 06 0836
 Greenwood Park, LLC
 Developer - Arnil Dorf
 Address - 11 Rabbit Ridge Drive
 Weaverville, NC 28787
 Phone - 828-318-9288
 PIN 9752 07 2714
 Greenwood Park, LLC
 Developer - Arnil Dorf
 Address - 11 Rabbit Ridge Drive
 Weaverville, NC 28787
 Phone - 828-705-1444
 - Per the Town of Weaverville, "dedications to the Town are subject to the acceptance of Town Council".
 - The typical roadway section diagram is shown on the face of this plat is not a certification to construction standards.

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS WILL BE INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE TOWN OF WEAVERVILLE'S SPECIFICATIONS AND STANDARDS IN THE SUBDIVISION AND THAT GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT AND MANNER SATISFACTORY TO THE TOWN OF WEAVERVILLE HAVE BEEN RECEIVED, AND THAT THE PLUNG FEE FOR THIS PLAT, IN THE AMOUNT OF \$ _____ HAS BEEN PAID.

SUBDIVISION ADMINISTRATOR

DATE

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED WITHIN THE SUBDIVISION JURISDICTION OF THE TOWN OF WEAVERVILLE AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS SHOWN ON THE PLAT TO PUBLIC OR PRIVATE USE AS NOTED ON THE PLAT. FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWERS, STORM SEWERS, AND WATER LINES SHOWN ON THE PLAT TO THE TOWN OF WEAVERVILLE.

OWNER

DATE

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF WEAVERVILLE, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN APPROVED BY THE TOWN COUNCIL OF WEAVERVILLE FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF BUNCOMBE COUNTY.

TOWN MANAGER, WEAVERVILLE, NORTH CAROLINA

DATE

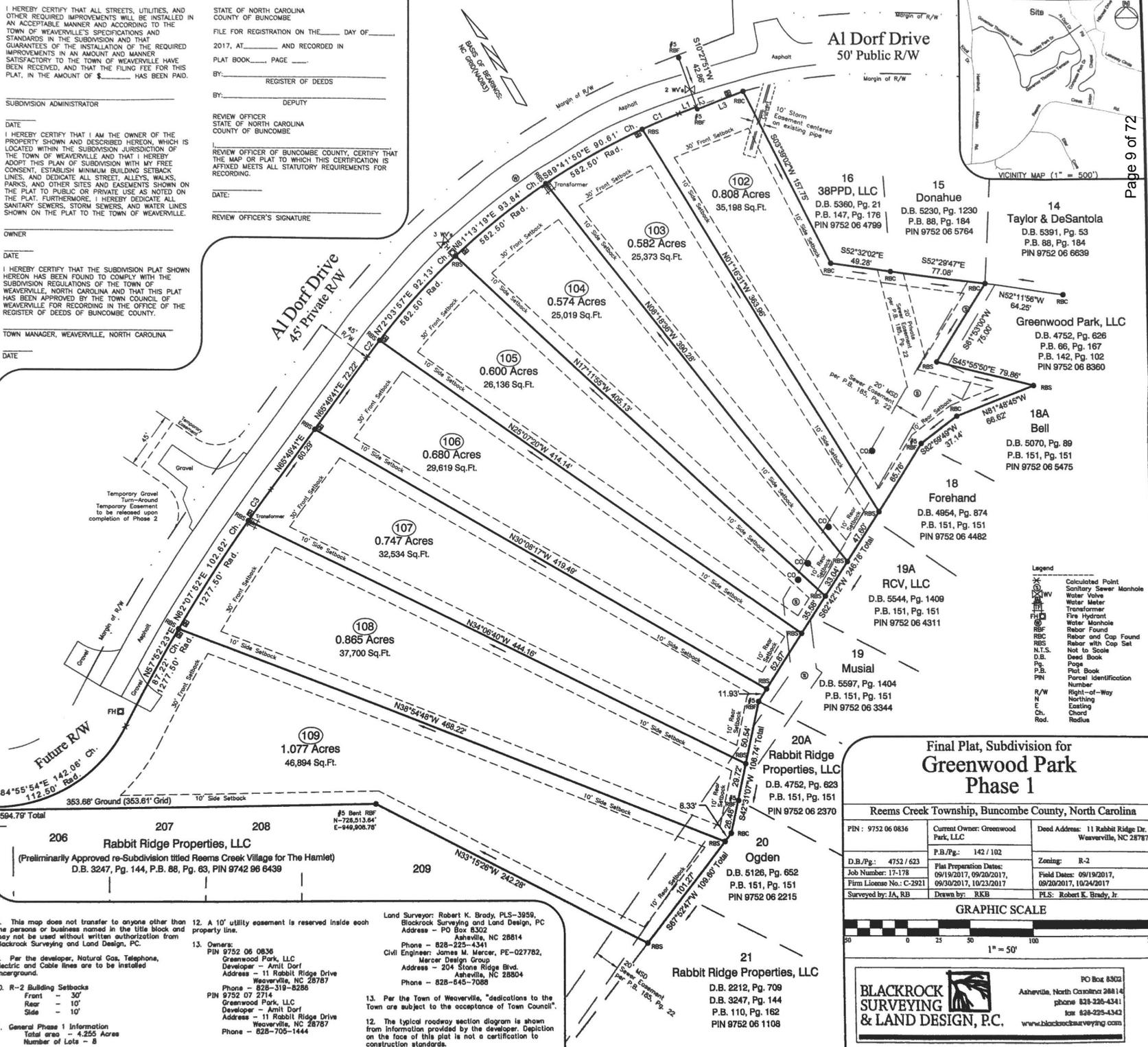
STATE OF NORTH CAROLINA COUNTY OF BUNCOMBE
 FILE FOR REGISTRATION ON THE _____ DAY OF _____
 2017, AT _____ AND RECORDED IN
 PLAT BOOK _____ PAGE _____
 BY: _____ REGISTER OF DEEDS
 BY: _____ DEPUTY

REVIEW OFFICER
 STATE OF NORTH CAROLINA
 COUNTY OF BUNCOMBE

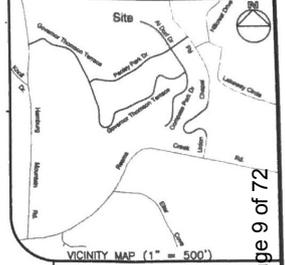
REVIEW OFFICER OF BUNCOMBE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE

REVIEW OFFICER'S SIGNATURE



Al Dorf Drive
 50' Public R/W



Page 9 of 72

14
 Taylor & DeSantola
 D.B. 5391, Pg. 53
 P.B. 88, Pg. 184
 PIN 9752 06 6639

Greenwood Park, LLC
 D.B. 4752, Pg. 626
 P.B. 66, Pg. 167
 P.B. 142, Pg. 102
 PIN 9752 06 8360

18A
 Bell
 D.B. 5070, Pg. 89
 P.B. 151, Pg. 151
 PIN 9752 06 5475

18
 Forehand
 D.B. 4854, Pg. 874
 P.B. 151, Pg. 151
 PIN 9752 06 4482

19A
 RCV, LLC
 D.B. 5544, Pg. 1408
 P.B. 151, Pg. 151
 PIN 9752 06 4311

19
 Musial
 D.B. 5597, Pg. 1404
 P.B. 151, Pg. 151
 PIN 9752 06 3344

20A
 Rabbit Ridge Properties, LLC
 D.B. 4752, Pg. 623
 P.B. 151, Pg. 151
 PIN 9752 06 2370

20
 Ogden
 D.B. 5128, Pg. 652
 P.B. 151, Pg. 151
 PIN 9752 06 2215

21
 Rabbit Ridge Properties, LLC
 D.B. 2212, Pg. 709
 D.B. 3247, Pg. 144
 P.B. 110, Pg. 162
 PIN 9752 06 1108

- Legend**
- Calculated Point
 - Sanitary Sewer Manhole
 - Water Valve
 - Water Meter
 - Transformer
 - Fire Hydrant
 - Water Manhole
 - Rabor Found
 - Rabor and Cap Found
 - Rabor with Cap Set
 - Not to Scale
 - Deed Book
 - Page
 - Plot Book
 - Parcel Identification Number
 - Right-of-Way
 - N
 - Northing
 - E
 - Chord
 - Radius

Final Subdivision for Greenwood Park Phase 1
 Reems Creek Township, Buncombe County, North Carolina

PIN: 9752 06 0836 Current Owner: Greenwood Park, LLC Deed Address: 11 Rabbit Ridge Dr. Weaverville, NC 28787

JOB/Pg.: 4752 / 623 P.B./Pg.: 142 / 102 Zoning: R-2

Job Number: 17-178 Flat Preparation Dates: 09/19/2017, 09/20/2017, 09/20/2017, 10/24/2017 Field Dates: 09/19/2017, 09/20/2017, 10/24/2017

Firm License No.: C-2921 Drawn by: RKB PLS: Robert K. Brady, Jr.

GRAPHIC SCALE
 1" = 50'

BLACKROCK SURVEYING & LAND DESIGN, P.C.
 PO Box 8302
 Asheville, North Carolina 28814
 phone 828-228-4341
 fax 828-225-4343
 www.blackrocksurveying.com

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



WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS

13th DAY OF DECEMBER, A.D. 2017.

Robert K. Brady, Jr., PLS-3959

I, Robert K. Brady, Jr., certify that this map was drawn under my supervision from an actual GPS (or GNSS) survey made under my supervision and the following information was used to perform the survey:

Class of survey: Class B
Positional accuracy: 0.044'
Type of GPS (or GNSS) field procedure: OPUS-RS
Date(s) of survey: 03/19/2014
Datum/Epoch: NAD 83 (2011)(EPOCH2010.000)
Published/fixes control: DEB230, DM6192, DJ9536
Geoid model: GEOID12A
Combined factor: 0.99980072
Units: U.S. Foot
Horizontal positions are referenced to NAD83(2011)

13th DAY OF DECEMBER, A.D. 2017.

Robert K. Brady, Jr., PLS-3959

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS WILL BE INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE TOWN OF WEAVERVILLE'S SPECIFICATIONS AND STANDARDS IN THE SUBDIVISION AND THAT GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT AND MANNER SATISFACTORY TO THE TOWN OF WEAVERVILLE HAVE BEEN RECEIVED, AND THAT THE FILING FEE FOR THIS PLAT, IN THE AMOUNT OF \$ _____ HAS BEEN PAID.

SUBDIVISION ADMINISTRATOR
DATE _____

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED WITHIN THE SUBDIVISION JURISDICTION OF THE TOWN OF WEAVERVILLE AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREET, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS SHOWN ON THE PLAT TO PUBLIC OR PRIVATE USE AS NOTED ON THE PLAT. FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWERS, STORM SEWERS, AND WATER LINES SHOWN ON THE PLAT TO THE TOWN OF WEAVERVILLE.

OWNER
DATE _____

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN DRAWN TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF WEAVERVILLE, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED BY THE TOWN COUNCIL OF WEAVERVILLE FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF BUNCOMBE COUNTY.

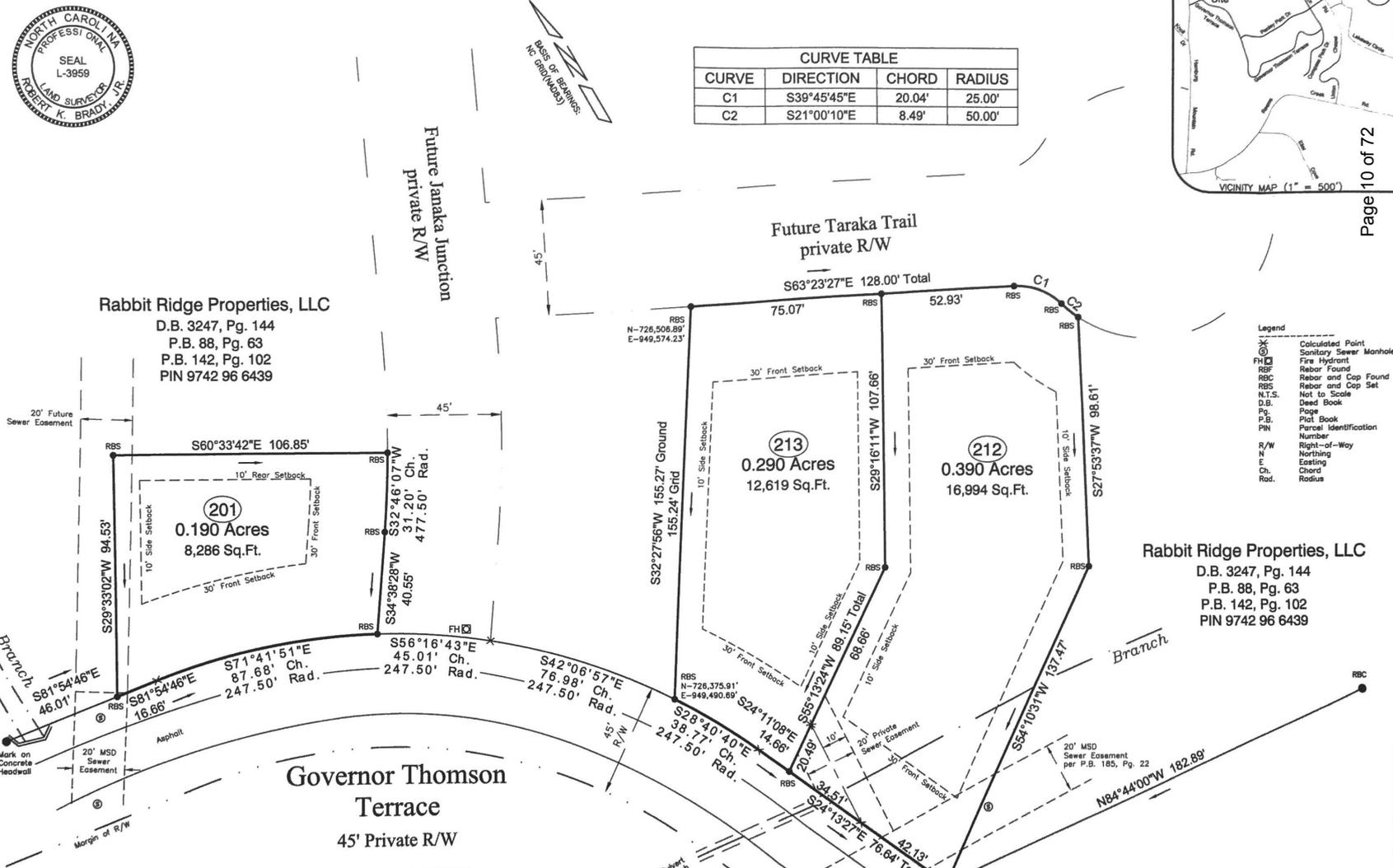
TOWN MANAGER, WEAVERVILLE, NORTH CAROLINA
DATE _____

REVIEW OFFICER
STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

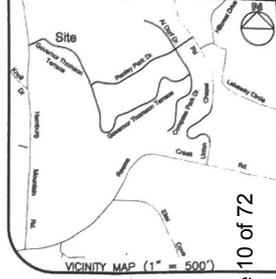
REVIEW OFFICER OF BUNCOMBE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: _____
REVIEW OFFICER'S SIGNATURE _____

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE
FILE FOR REGISTRATION ON THE _____ DAY OF _____
2017, AT _____ AND RECORDED IN
PLAT BOOK _____ PAGE _____
BY: _____ REGISTER OF DEEDS
BY: _____ DEPUTY



CURVE TABLE			
CURVE	DIRECTION	CHORD	RADIUS
C1	S39°45'45"E	20.04'	25.00'
C2	S21°00'10"E	8.49'	50.00'



Page 10 of 72

Legend	
CP	Calculated Point
SM	Sanitary Sewer Manhole
FH	Fire Hydrant
RF	Rebor Found
RBF	Rebor and Cop Found
RBS	Rebor and Cop Set
N.T.S.	Not to Scale
P.S.	Page Book
P.B.	Plot Book
PI	Parcel Identification Number
R/W	Right-of-Way
N	Northing
E	Easting
Ch.	Chord
Rad.	Radius

Rabbit Ridge Properties, LLC
D.B. 3247, Pg. 144
P.B. 88, Pg. 63
P.B. 142, Pg. 102
PIN 9742 96 6439

Governor Thomson Terrace
45' Private R/W

GENERAL NOTES:

- Property subject to all easements, rights-of-way and restrictions of record.
- Lines not surveyed are shown as broken lines from information referenced on the face of this plat.
- The area shown hereon was computed using the coordinate computation method.
- Subject property is not located within a flood hazard area according to flood insurance rate map 370286, panel 9752, suffix J dated January 6, 2010.
- Location of utilities, whether public or private, is based upon field location of visible appurtenances.
- All distances are horizontal ground measured in US Feet.
- This plat has been prepared without the benefit of a title report which may reveal additional conveyances, easements, rights-of-way or building restrictions. A North Carolina licensed attorney-at-law should be consulted regarding correct ownership, width, and location of easements and other title questions revealed by the title examination.
- This map does not transfer to anyone other than the persons or business named in the title block and may not be used without written authorization from Blackrock Surveying and Land Design, PC.
- Per the developer, Natural Gas, Telephone, Electric and Cable lines are to be installed underground.
- R-2 Building Setbacks
Front - 30'
Rear - 10'
Side - 10'

11. General Phase 1 Information
Total area - 0.870 Acres (37,899 sq.ft.)
Number of Lots - 3

12. A 10' utility easement is reserved inside each property line.

13. Owner:
PIN 9742 96 6439
Rabbit Ridge Properties, LLC
Developer - Ami Dor
Address - 11 Rabbit Ridge Drive
Weaverly, NC 28787
Phone - 828-318-8286

Land Surveyor: Robert K. Brady, PLS-3959,
Blackrock Surveying and Land Design, PC
Address - PO Box 8302
Asheville, NC 28814
Phone - 828-225-4341

Civil Engineer: James M. Mercer, PE-027782,
Mercer Design Group
Address - 204 Stone Ridge Blvd.
Asheville, NC 28804
Phone - 828-645-7088

Final Plat
Re-Subdivision of Reems Creek Village for
The Hamlet

Reems Creek Township, Buncombe County, North Carolina

PIN: 9742 96 6439	Current Owner: Rabbit Ridge Properties, LLC	Deed Address: 11 Rabbit Ridge Dr. Weaverly, NC 28787
D.B./Pg.: a portion of 3247 / 144	Drawn by: RKB	P.B./Pg.: portion of 88 / 63, 142 / 102
Zoning: R-2	Plat Preparation Date: 04/17/14, 06/03/14, 09/09/14, 09/10/14, 09/22/14, 09/23/14, 09/24/14, 10/23/2017	Field Survey Dates: 03/19/14, 04/02/14, 04/16/14, 04/22/14, 09/03/14, 09/04/14, 09/08/14, 10/21/2017, 10/24/2017
Job Number: 17-198	Surveyed by: RB	PLS: Robert E. Brady, Jr.
Firm License No.: C-3921		

GRAPHIC SCALE

1" = 30'

BLACKROCK SURVEYING & LAND DESIGN, P.C.

PC Box 8302
Asheville, North Carolina 28814
phone: 828-225-4341
fax: 828-225-4342
www.blackrocksurveying.com

3

CUH



Doc ID: 022874260003 Type: CRP
Recorded: 06/17/2010 at 12:23:30 PM
Fee Amt: \$20.00 Page 1 of 3
Workflow# 0000031984-0001
Buncombe County, NC
Otto W. DeBruhl Register of Deeds

BK 4792 PG 538-540

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Prepared by and Return to:
WILLIAM A. BARNES, JR., P.A. (Box #4)
P.O. Box 1123, Weaverville, NC 28787

**SUPPLEMENTAL DECLARATION
And
DECLARATION PROVIDING FOR ROAD MAINTENANCE
Of
REEMS CREEK VILLAGE, Section II and III**

THIS SUPPLEMENTAL DECLARATION is made and entered into this the 17th day of June, 2010, by and between:

**RABBIT RIDGE PROPERTIES, LLC
and
CURRENT AND ALL FUTURE LOT OWNERS
Within Reems Creek Village, Section II and III**

WITNESSETH:

WHEREAS, Rabbit Ridge Properties, LLC is the developer of that Subdivision more particularly shown on **Plat Book 88 at Page 184 ("Section I") and Plat Book 110, Page 161-162 ("Sections II and III")** of the Buncombe County, North Carolina Registry, and generally known as Reems Creek Village; and,

WHEREAS, Rabbit Ridge Properties, LLC is the Declarant having heretofore executed that document captioned **"DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS GOVERNING REEMS CREEK VILLAGE SUBDIVISION IN BUNCOMBE COUNTY, NORTH CAROLINA"** (hereinafter "the DECLARATION"); which is of record in the Buncombe County, North Carolina Registry in Book 4117 at Page 69 – 83 and further as noted on the plats, above referenced; and,

2

WHEREAS, Rabbit Ridge Properties, LLC is desirous of formally entering into this SUPPLEMENTAL DECLARATION supplemental declaration for the purposes set out.

NOW, THEREFORE, in consideration of benefits to be derived therefrom and the mutual promises as contained herein, it is understood and agreed as follows:

1. This SUPPLEMENTAL DECLARATION and the DECLARATION of covenants of record in the Buncombe County, North Carolina Registry in Book 4117 at Page 69 – 83 shall both continue to, and hereafter apply to, all lots heretofore platted which comprise portions of Reems Creek Village, by the above-referenced plats.

2. All roadways within Reems Creek Village Section II and III, as the same appear on the above-referenced plats, are hereby designated common elements of Reems Creek Village.

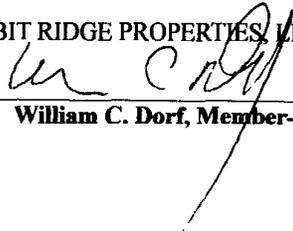
3. Those roadways which have heretofore been accepted by the Town of Weaverville for maintenance as exist on Section I, of record in Plat Book 88 at Page 184 are public roadways. All other roadways currently platted on the above-referenced plats, are designated as private roadways and subject to the DECLARATIONS and this SUPPLEMENTAL DECLARATION CREATING AND PROVIDING FOR ROAD MAINTENANCE. Specifically, and without limitation, the private roadways within Reems Creek Village shall be all of Governor Thomson Terrace; all of Penley Park Drive lying West of Al Dorf Drive; and all of Al Dorf Drive lying South of Penley Park Drive.

4. Upon acquisition of a lot within sections containing private roads, now being Sections II and III, each owner will become responsible for that lot's share of the normal upkeep and maintenance. Each owner's share shall be determined by the proportion of that owner's platted lots within any given classification of lots to the total number of lots per classification platted of record within the sections of Reems Creek Village served by private roads, as the same may appear on the above-referenced plats, and any plats which might hereafter be filed which would either re-plat, or alter in any manner, the lots heretofore platted.

5. All matters relating to the private roadways, including without limitation, the assessments to be made for road maintenance shall be determined by the Board of Directors of the Reems Creek Village Property Owners Association, Inc., a North Carolina non-profit corporation. Specific reference is hereby made to the DECLARATION recorded in Book 4117 at Page 69-83, wherein the Articles of Incorporation of Reems Creek Village Property Owners Association, Inc.; and, the By-Laws are set out in full.

IN WITNESS WHEREOF, Rabbit Ridge Properties, LLC, the Declarant, has caused these presents to be signed this the ____ day of June, 2010.

RABBIT RIDGE PROPERTIES, LLC

By: 
William C. Dorf, Member-Manager

3

Stamp/Seal

STATE OF NORTH CAROLINA, COUNTY OF BUNCOMBE
(County Where Signed)



I, Sandra L. Buckner, a Notary Public of Buncombe County, North Carolina, certify that **WILLIAM C. DORF** personally appeared before me, the said named to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged that he is a Member/Manager of **RABBIT RIDGE PROPERTIES, LLC, a North Carolina Limited Liability Company**, and that by authority duly given, and as an act of the entity, has signed the foregoing instrument in its name and on its behalf as its act and deed, and after being first duly sworn by me, made oath that the statements in the foregoing instrument are true.

WITNESS my hand and Notarial Seal, this day of June, 2010.


Notary Public

My Commission Expires:
August 21, 2010

UNOFFICIAL

Registered this the 22 day of May A.D. 2007 at 2:30 P.M. Recorded in Book 010 of Deeds, Register of Deeds, By: *Deborah M. Yelton* Deputy/Assistant
 Date: 05/22/07

State of North Carolina
 County of Buncombe

I, *Paul E. Seaton*, Review Officer of Buncombe County, certify that the map or plan to which this certification is affixed meets all statutory requirements for recording.

Date: 05/22/07
 Review Officer

I, Paul E. Seaton, Professional Land Surveyor No. L-441, certify to one or more of the following as indicated below:

a. That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

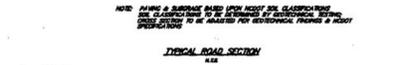
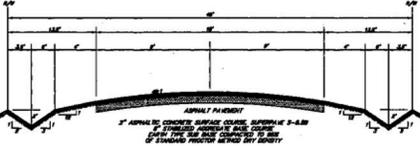
I, Paul E. Seaton, certify that this plat was drawn under my supervision from an actual survey made under my supervision; that the ratio of precision as indicated is 1:10,000; that this plat was prepared in accordance with G.S. 47-20 or amended. Witness my original signature, registration number and seal this 22nd day of May A.D., 2007.



- REFERENCES:
- BUNCOMBE COUNTY PIN: 9752-01-08-8903, 9742-12-88-8500, A PORTION OF 9752-01-08-4120, A PORTION OF 9742-12-85-7857
 - DEED BOOK 2212 PAGE 709, DEED BOOK 2212 PAGE 712, DEED BOOK 3247 PAGE 180, DEED BOOK 3247 PAGE 180
 - PLAT BOOK 86 PAGE 60, PLAT BOOK 86 PAGE 63, MAP BOOK 1 PAGE 31

CURVE LENGTH	RADIUS	Chord Bearing	Chord
C1	23.17'	77.50' N70°30'42"E	23.08'
C2	96.68'	112.50' N63°24'46"W	93.73'
C3	88.99'	102.50' S63°39'56"E	86.22'
C4	19.93'	172.50' N85°13'36"W	19.92'
C5	249.31'	147.50' N53°03'32"W	238.90'
C6	23.56'	15.00' S89°12'05"E	21.21'
C7	83.36'	147.50' S81°59'17"W	82.25'
C8	11.81'	77.50' S86°11'18"E	11.80'
C9	16.20'	77.50' N83°27'33"E	16.17'
C10	15.27'	77.50' N71°49'43"E	15.24'
C11	69.50'	272.50' S84°08'21"W	69.51'
C12	22.80'	77.50' N63°05'25"E	22.52'
C13	11.57'	122.50' N57°26'31"E	11.56'
C14	24.15'	122.50' N65°47'44"E	24.11'
C15	29.28'	227.50' S87°45'24"W	29.26'
C16	28.99'	227.50' S80°25'07"W	28.97'
C17	44.27'	122.50' N67°07'12"E	44.03'
C18	44.27'	122.50' N87°49'31"E	44.03'
C19	57.92'	102.50' S81°59'17"W	57.16'
C20	23.56'	15.00' S20°47'55"W	21.21'
C21	43.06'	772.50' N22°36'16"W	43.06'
C22	179.40'	772.50' N14°21'17"W	178.99'
C23	184.63'	67.50' S86°03'44"E	132.22'
C24	74.95'	172.50' S28°01'28"W	74.36'
C25	74.95'	172.50' S82°55'04"W	74.36'
C26	55.50'	67.50' N41°48'34"E	53.95'
C27	178.03'	147.50' S52°49'53"W	187.42'
C28	69.41'	147.50' N79°06'34"W	68.77'
C29	52.65'	67.50' S87°58'29"E	51.33'
C30	5.35'	67.50' N67°24'31"E	5.35'
C31	96.67'	112.50' N89°45'20"E	93.72'
C32	37.27'	102.50' N76°02'36"W	37.06'
C33	134.69'	102.50' S55°53'52"W	125.20'
C34	30.08'	112.50' N25°54'52"E	29.99'
C35	62.42'	112.50' N49°28'10"E	61.62'
C36	110.79'	127.50' S40°28'16"W	107.34'
C37	125.77'	112.50' N47°36'17"E	119.32'
C38	87.14'	112.50' S78°10'45"E	84.87'
C39	62.59'	112.50' S40°03'11"E	61.78'
C40	32.23'	112.50' S15°54'32"E	32.12'
C41	114.71'	727.50' N12°13'08"W	114.59'
C42	94.79'	727.50' N20°28'07"W	94.72'
C43	203.98'	202.50' N53°03'32"W	195.47'
C44	14.73'	127.50' N85°13'36"W	14.72'
C45	128.06'	147.50' S63°39'56"E	124.07'
C46	93.37'	67.50' N78°28'23"W	86.10'
C47	77.55'	67.50' N41°40'11"E	73.36'
C48	38.52'	67.50' N07°35'32"W	38.00'
C49	58.95'	112.50' S76°57'31"W	58.27'

BME
BROOKS & MEDLOCK
 ENGINEERING, PLLC
 17 Arlington Street
 Asheville, N.C. 28801
 Phone: 1-828-232-4700
 Fax: 1-828-232-1331



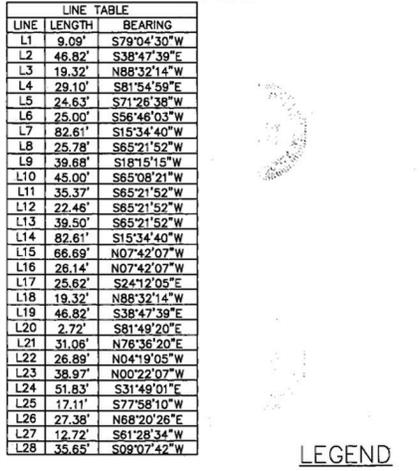
NOTES:
 1. TOTAL AREA IS 40.95 ACRES.
 2. TOTAL NUMBER OF LOTS: 41.
 3. PROPERTY ZONING IS R-2; ALL ADJACENT PROPERTY ZONING IS R-2.
 4. REQUIRED BUILDING SETBACKS:
 FRONT: 30 FEET; REAR: 10 FEET; SIDE: 10 FEET; CORNER LOT SIDE YARD; SETBACK SHALL BE THE SAME AS FRONT YARD.
 SETBACK REQUIREMENTS FOR ADJUTING PROPERTY FACING THE SIDE STREET.
 5. WATER & SEWER TO BE PROVIDED BY THE TOWN OF WEAVERVILLE AND METROPOLITAN SEWER DISTRICT OF BUNCOMBE COUNTY RESPECTIVELY.
 6. ELECTRIC, CABLE AND TELEPHONE TO BE PROVIDED BY UNDERGROUND SERVICE LINES.
 7. ALL PROPERTY CORNERS SET ARE 5/8 IRBAR.
 8. SEE DECLARATION OF COVENANTS RECORDED IN BOOK 4117 PAGE 69-83 BUNCOMBE COUNTY REGISTRY FOR ANY UTILITY RESERVATIONS THAT MAY AFFECT ANY LOT OR COMMON AREA.

- REFERENCES:
- BUNCOMBE COUNTY PIN: 9752-01-08-8903, 9742-12-88-8500, A PORTION OF 9752-01-08-4120, A PORTION OF 9742-12-85-7857
 - DEED BOOK 2212 PAGE 709, DEED BOOK 2212 PAGE 712, DEED BOOK 3247 PAGE 180, DEED BOOK 3247 PAGE 180
 - PLAT BOOK 86 PAGE 60, PLAT BOOK 86 PAGE 63, MAP BOOK 1 PAGE 31

I, *Paul E. Seaton*, Notary Public of the County and State of North Carolina, personally appeared before me this 22nd day of May A.D., 2007, and acknowledged to me that he is the person whose name is subscribed to the foregoing instrument. Witness my hand and seal this 22nd day of May A.D., 2007.

LINE TABLE

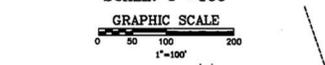
LINE	LENGTH	BEARING
L1	9.09'	S79°04'30"W
L2	46.82'	S38°47'39"E
L3	19.32'	N88°32'14"W
L4	29.10'	S81°54'38"E
L5	24.63'	S71°28'33"W
L6	25.00'	S56°48'03"W
L7	82.61'	S15°34'40"W
L8	25.78'	S65°21'52"W
L9	39.68'	S18°15'15"W
L10	45.00'	S65°08'21"W
L11	35.37'	S65°21'52"W
L12	22.46'	S65°21'52"W
L13	39.50'	S65°21'52"W
L14	82.61'	S15°34'40"W
L15	66.69'	N07°42'07"W
L16	26.14'	N07°42'07"W
L17	25.62'	S24°12'05"E
L18	19.32'	N88°32'14"W
L19	46.82'	S38°47'39"E
L20	2.72'	S81°49'20"E
L21	31.06'	N76°36'20"E
L22	26.89'	N04°19'05"W
L23	38.97'	N00°22'07"W
L24	51.83'	S31°48'01"E
L25	17.11'	S77°58'10"W
L26	27.18'	N68°20'08"E
L27	12.72'	S61°38'34"W
L28	35.65'	S09°07'42"W



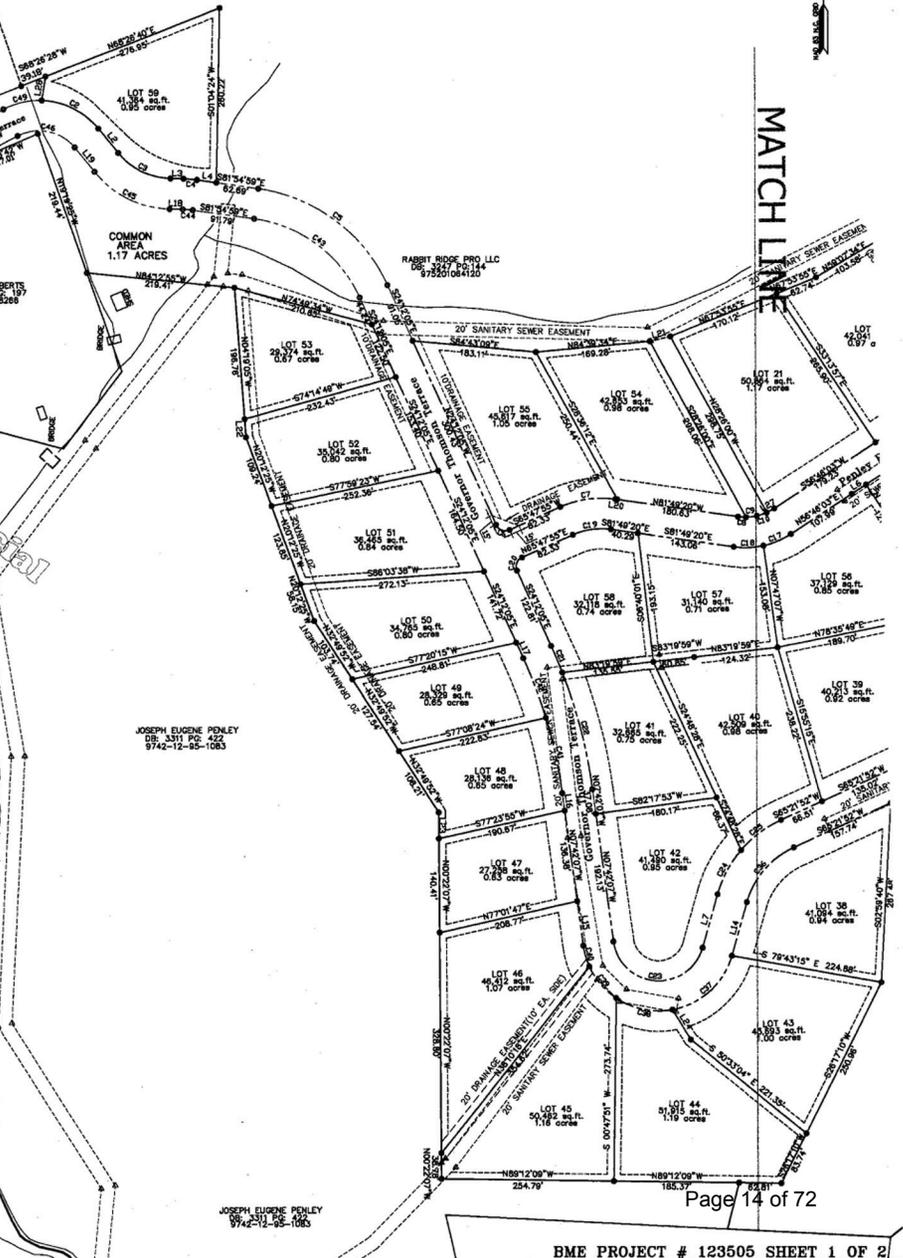
LEGEND

- PROPERTY LINE W/ CORNER (SEE NOTE 7.)
- ▲— BUILDING SETBACKS LINE
- - - EASEMENT CORNERS
- 3/4" IRON PIPE, PROPERTY CORNER

FINAL PLAT
 SHOWING LOTS 18 THRU 59
 REEM'S CREEK VILLAGE
 SECTION 2 & 3
 WEAVERVILLE TOWNSHIP
 BUNCOMBE COUNTY, NORTH CAROLINA
 DATE: APRIL 12, 2007
 SCALE: 1"=100'



JERRY M. RUSSELL
 DB 2430 PG 333
 PIN # 9742-12-98-0852



JOSEPH EUGENE PENLEY
 DB 331 PG 422
 9742-12-95-1083

Doc ID: 0502210001 Type: cop
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 Word/Land Entry Page 1 of 1
 Buncombe County, NC
 Otto W. DeHaven, Register of Deeds
 pg 110 pg 161

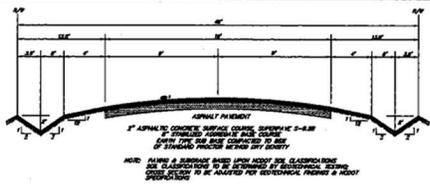


Registered this the 22 day of May A.D. 2007.
 City of Asheville, North Carolina
 By: *W. M. H. Hester* Deputy Registrar
W. M. H. Hester

State of North Carolina
 County of Buncombe
 I, *W. M. H. Hester*, Review Officer of Buncombe County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.
 Date: 05/22/07
W. M. H. Hester
 Review Officer

I, Paul E. Sexton, Professional Land Surveyor No. L-4447, certify to one or more of the following as indicated (check):
 a. That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
 b. That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

I, Paul E. Sexton, certify that this plat was drawn under my supervision from an actual survey made under my supervision; that the ratio of area as indicated in this plat to the actual area as prepared in accordance with G.S. 47-80 is amended. Witness my original signature, my official seal and the day of my commission, A.D., 2007.
P. E. Sexton
 Paul E. Sexton
 Professional Land Surveyor
 No. L-4447



- NOTES:
- TOTAL AREA IS 40.55 ACRES.
 - TOTAL NUMBER OF LOTS: 41.
 - PROPERTY ZONING IS R-2; ALL ADJACENT PROPERTY ZONING IS R-2.
 - REQUIRED BUILDING SETBACKS:
 FRONT: 30 FEET; REAR: 10 FEET; SIDE: 10 FEET; CORNER LOT SIDE YARD; SETBACK SHALL BE THE SAME AS FRONT YARD SETBACK REQUIREMENTS FOR ABUTTING PROPERTY FACING THE SIDE STREET.
 - WATER & SEWER TO BE PROVIDED BY THE TOWN OF WEAVERVILLE AND METROPOLITAN SEWER DISTRICT OF BUNCOMBE COUNTY RESPECTIVELY.
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 - SEE DECLARATION OF COVENANTS RECORDED IN BOOK 4117 PAGE 69-83 BUNCOMBE COUNTY REGISTRY FOR ANY UTILITY RESERVATIONS THAT MAY AFFECT ANY LOT OR COMMON AREA.

- REFERENCES:
- BUNCOMBE COUNTY PIN: 9792-03-04-9902 9792-12-88-8500 A PORTION OF 9792-01-06-4120 A PORTION OF 9742-12-95-7857
 - DEED BOOK 2212 PAGE 708 DEED BOOK 2212 PAGE 712 DEED BOOK 3247 PAGE 144 DEED BOOK 3247 PAGE 180
 - PLAT BOOK 88 PAGE 60 PLAT BOOK 88 PAGE 63 MAP BOOK 1 PAGE 311

CURVE	LENGTH	RADIUS	Chord Bearing	Chord
C1	23.17'	77.50'	N17°30'42"E	23.08'
C2	96.68'	112.50'	N63°24'46"W	93.73'
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C47	77.55'	87.50'	N41°40'11"E	73.38'
C48	38.52'	87.50'	N07°35'32"W	38.00'
C49	58.95'	112.50'	S76°57'31"W	58.27'

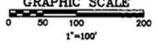
I hereby certify that I am the owner of the property shown and described herein, which is located within the subdivision jurisdiction of the Town of Weaverville and that I hereby adopt this plan of subdivision with my free consent. I further certify that the subdivision complies with all provisions of the Ordinance of the Town of Weaverville, N.C.
W. M. H. Hester
 W. M. H. Hester
 Owner
 I, *W. M. H. Hester*, Notary Public for Buncombe County, North Carolina, am a registered Notary Public in the State of North Carolina and I am duly qualified to perform the execution of the foregoing instrument. Witness my hand and official stamp this 22 day of May, 2007.
W. M. H. Hester
 Notary Public
 I hereby certify that the subdivision plan shown and described herein is found to comply with the Subdivision Regulations of the Town of Weaverville, North Carolina and that this plat has been approved by the Town Council of Weaverville for recording in the office of the Registrar of Deeds of Buncombe County.
 Date: 5-22-2007
W. M. H. Hester
 Town Manager
 Weaverville, N.C.

LINE	LENGTH	BEARING
L1	9.09'	S79°04'30"W
L2	46.82'	S38°47'39"E
L3	19.32'	N88°32'14"W
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L10	45.00'	S65°08'21"W
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L12	22.46'	S65°21'52"W
L13	39.50'	S65°21'52"W
L14	82.61'	S15°34'40"W
L15	66.69'	N07°42'07"W
L16	26.14'	N07°42'07"W
L17	25.62'	S24°12'05"E
L18	19.32'	N88°32'14"W
L19	46.82'	S38°47'39"E
L20	2.72'	S81°49'20"E
L21	31.06'	N76°36'20"E
L22	26.89'	N04°19'05"W
L23	38.97'	N00°22'07"W
L24	51.83'	S31°49'01"E
L25	17.11'	S77°58'10"W
L26	27.38'	N88°20'26"E
L27	12.72'	S61°28'34"W
L28	35.65'	S09°07'42"W

LEGEND

- PROPERTY LINE W/ CORNER (SEE NOTE 7.)
- BUILDING SETBACKS LINE
- EASEMENT CORNERS
- 3/4" IRON PIPE, PROPERTY CORNER

FINAL PLAT
 SHOWING LOTS 18 THRU 59
 REEM'S CREEK VILLAGE
 SECTION 2 & 3
 WEAVERVILLE TOWNSHIP
 BUNCOMBE COUNTY, NORTH CAROLINA
 DATE: APRIL 12, 2007
 SCALE: 1"=100'
 GRAPHIC SCALE



MATCH LINE



BROOKS & MEDLOCK
 ENGINEERING, P.L.L.C.
 17 Arlington Street
 Asheville, N.C. 28801
 Phone: 1-828-232-4700
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STATE OF NORTH CAROLINA COUNTY OF BUNCOMBE

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS GOVERNING GREENWOOD PARK SUBDIVISION IN BUNCOMBE COUNTY, NORTH CAROLINA

THIS DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS, made and entered into this the _____ day of _____, by and between GREENWOOD PARK, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant", and the future owners of Lots within the Greenwood Park subdivision, a planned community located off Reems Creek Road, Buncombe County, North Carolina.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of a tract(s) of land described in deed recorded in Deed Book 4752, at Page 626 and Deed Book 4752 Page 623 of the Buncombe County, North Carolina Register's Office (hereinafter "the Property"); and

WHEREAS, the Declarant plans to develop on some or all of the Property parcels of land or Lots for a residential community along with supporting infrastructure to be locally known as the Greenwood Park Subdivision; and

WHEREAS, Declarant desires for the benefit of future purchasers of Lots, Parcels or Living Units making up Greenwood Park that Greenwood Park shall be developed as a restricted area and used exclusively as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and for the advantage which the Declarant and Future Owners will receive from the sale and ownership of restricted land, Declarant and its successors and assigns do hereby covenant and agree with all other persons, firms, or corporations now owning or hereafter acquiring any portion of Greenwood Park, for full value received, and the landowner covenants and agrees upon acceptance of a deed or deeds of conveyance to any of the Lots, Parcels or Living Units making up Greenwood Park that Greenwood Park is hereby subjected to the following restrictions as to the use and occupancy thereof, running with the land by whomsoever owned, to wit:

ARTICLE I : PURPOSE; LAND SUBJECT TO RESTRICTIONS

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of the same has been the creation of a planned community which is aesthetically pleasing, functionally convenient and environmentally-sound; attracting residents seeking privacy and security in a beautiful environment; and providing a community which enriches the surrounding Reems Creek-Weaverville area. Subject to the Special Declarant Rights as hereinafter defined, the Declarant submits the land

described on Exhibit A attached hereto and incorporated herein by reference to the covenants, restrictions, easements and reservations contained in this Declaration.

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS

ARTICLE II : DEFINITIONS

The following are terms that shall be considered as defined terms under this Declaration and the same definition shall be applicable whether the word is shown as singular or plural, capitalized or not.

1. "Act" shall mean the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes and amendments thereto.
2. "Annexed Properties" shall mean any tract of land not included within the boundaries of Greenwood Park as described on Exhibit A attached hereto and incorporated herein by reference which may be added to the Greenwood Park planned community as provided in Article IX below.
3. "Association" shall mean Greenwood Park Property Owners Association, Inc., a North Carolina non-profit corporation, its successors and/or assigns. The articles of incorporation of the Association are attached hereto as Exhibit B and incorporated herein by reference.
4. "Architectural Review Committee" shall mean the Declarant or any committee created pursuant to Article VII hereof.
5. "Board" shall mean the Board of Directors of the Association and the Executive Board referred to in the Act.
6. "Bylaws" shall mean the bylaws of the Association and any amendments thereto. The original Bylaws of the Association are attached hereto as Exhibit C and incorporated herein by reference.
7. "Common Elements" or "Common Areas" shall mean those areas (i) expressly designated by the Declarant as "Common Elements" or "Common Areas" on recorded plats for the use and enjoyment of all owners of Lots, Parcels or Living Units within Greenwood Park; and (ii) described in a Supplemental Declaration filed in the Buncombe County Register of Deeds Office. Prior to the expiration of the Declarant Control Period as provided below, the Declarant shall convey by Special Warranty or Non-Warranty deed or by an easement instrument the ownership and/or use of the Common Elements to the Association. PROVIDED HOWEVER, before the recording of the Supplemental Declaration as provided above, the Declarant has the right to remove any portion of the property denoted as "Common Elements" or "Common Areas" on a Plat and subject said area to its exclusive control whether for future sale and/or to build upon and without the need for any Lot owner approval or Association consent. "Common Elements" or "Common Areas" do not include those areas denoted as "Future Development", "Reserves", "Greenwood Park, LLC" or those areas not labeled on the plats of record for Greenwood Park. The term "Common Elements" shall be interchangeable with the term "Common Areas".
8. "Declarant" shall mean Greenwood Park, LLC, its members, successors or assigns.
9. "Declarant Control Period" shall mean the time in which Declarant has to exercise certain exclusive rights such as, but not limited to, Special Declarant Rights as hereinafter defined. The Declarant Control Period shall be the earlier of (i) twenty-five (25) years after the date of the recording of this Declaration, (ii) when all of Greenwood Park (platted at such times and in such sections as determined in Declarant's sole discretion) has been sold or transferred to parties other than a Declarant, or (iii) such earlier time as determined in Declarant's sole discretion by the recording of a written instrument in the Buncombe County Registry executed by Declarant and expressly terminating the Declarant Control Period.
10. "Declaration" shall mean this Declaration of Covenants, Restrictions, Easements, Reservations, Terms and Conditions and any amendments thereto.
11. "Future Development" shall mean any parcel of land now or in the future owned by the Declarant or Declarant's designee depicted on Site Plans or other advertising material for Greenwood Park as "Future Development", "Reserved", or "Greenwood Park, LLC" which may or may not be included within Greenwood Park as determined in the Declarant's sole discretion and wherein the Declarant reserves the right to impose use restrictions that may be significantly different from those set forth in this Declaration.
12. "Governmental Entity" shall mean any and all federal, state or local governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of Greenwood Park.

13. "Greenwood Park" shall mean that planned community made up of Lots, Parcels, Living Units, Common Elements and infrastructure located within the boundaries C attached hereto and incorporated herein by reference and described on future recorded plats and Supplemental Declarations executed by the Declarant at such times and in such sections as determined in Declarant's sole discretion.
14. "Limited Common Elements" shall mean a portion of the common elements for the exclusive use of one or more but fewer than all of the Lots. "Limited common elements" shall be designated on plats for Greenwood Park or on other recorded written instruments and may include, but not be limited to, shared driveways.
15. "Living Unit" shall mean residential space occupied by a single family and intended for separate ownership. Living units can include, but are not limited to, townhouses, condominiums or apartments.
16. "Lot" shall mean a physical portion of Greenwood Park designated with a number on a plat of Greenwood Park, intended for separate ownership or occupancy by an Owner. A Lot designated on a recorded plat of Greenwood Park shall be deemed "Improved" when a residence has been completely constructed thereon and an Occupancy Permit has been issued. All other Lots designated on a recorded plat of Greenwood Park shall be deemed "Unimproved".
17. "Owner" shall mean and refer to the owner or owners as shown by the real estate records in the Office of the Register of Deeds of Buncombe County, North Carolina, of fee simple title to any Lot, Parcel or Living Unit situated within Greenwood Park. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.
18. "Parcel" shall mean any physical portion of Greenwood Park that is surveyed and affixed with a separate tax identification number by the Buncombe County Register of Deeds which is not necessarily intended to be subdivided into traditional lots. Examples of Parcels would include, without limitation, property on which apartments or commercial uses are located.
19. "Plat" shall mean any existing or future plat of Greenwood Park signed by the Declarant and placed of record in the Buncombe County, N.C. Register's Office, together with all amendments thereto, as approved by the governmental entity, if any, having authority to regulate subdivisions.
20. "Reasonable attorneys' fees" shall mean attorneys' fee as allowed by the Act.
21. "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption or having a guardian/ward relationship created by decree of a Court of competent jurisdiction, or a group of not more than three persons not all so related, who maintain a common household in a dwelling.
22. "Single-Family Residence" shall mean a dwelling constructed in accordance with the restrictions and conditions set forth in Article VI hereof.
23. "Single-Family Residential Use" shall mean the occupation or use of a Single-Family Residence in conformity with this Declaration. Buildings designed by the Declarant for attached single-family residences, including duplexes, townhouses, patio homes, and condominium units, are permitted within Greenwood Park subdivision as single-family residential uses.
24. "Special Declarant Rights" shall mean rights reserved for the benefit of the Declarant including, but not limited to, the right (i) to complete improvements indicated on plats and plans filed with the Declaration or supplemental Declaration; (ii) to add properties to Greenwood Park as provided in Article IX below (iii) to remove properties from Greenwood Park, except for Common Elements or Common Areas unless in conformity with the Act as provided in Article IX below; (iv) to maintain sales offices, management offices, signs advertising Greenwood Park and models; (v) to use or grant easements through the Common Elements or Common Areas for the purpose of accessing properties or making improvements in Greenwood Park or areas outside Greenwood Park, whether or not said areas are added to Greenwood Park and regardless of the use of said areas; (vi) to use or grant easements, without limitation, that are reserved to the Declarant in Article III, Section 4 below; (vii) to make Greenwood Park part of a larger planned community or group of planned communities; (viii) to make the planned community subject to a master association; (ix) to appoint or remove any officer or member of the Board of Directors of the Association or any master association during the Declarant Control Period; (x) to exercise special voting rights as provided in the Bylaws; (xi) to define or establish the use of any Parcel on any Plat; or (xii) any other rights provided Declarant in this Declaration or by North Carolina law, including, but not limited to, the Act.
25. "Structure" shall mean any building, (including, but not limited to, house, barn, garage), tree house, lampposts, driveway lights, fence, wall, swimming pool, tennis court, detached antennae, satellite dishes or other receivers/transmitters, mailboxes, fuel tanks, septic systems, dog lots, play sets, and sports equipment or any other thing artificially erected or installed on or under a Lot.

ARTICLE III: PROPERTY RIGHTS AND EASEMENTS

Section 1. Owner's Easements of Enjoyment to Common Elements. Subject to the provisions of this Declaration, and the rules and regulations established by the Board, every Owner of a Lot shall have a permanent and perpetual right and easement of enjoyment in and to the Common Elements, existing now or in the future, which shall be appurtenant to and shall pass with the title to any Lot, subject to:

- (a) the right of the Board to convey any Common Element or subject same to a security interest with a concurring vote of 80% of the members of the Association;
- (b) the right of the Board to lease or grant easements or licenses of use over the Common Elements without a vote of the members of the Association;
- (c) the right of the Board to dedicate any road and utility rights of way within Greenwood Park to any Governmental Entity or public utility without a vote of the membership of the Association;
- (d) the right of the Board, after an opportunity for a hearing as provided in the Act, to suspend the use of the Common Elements (except for access to a Lot) by an Owner, his/her tenant or their invitees for any period during which any assessment against his/her Lot remains unpaid or for any infraction of the use restrictions contained in this Declaration or the rules and regulations promulgated by the Board;
- (e) the right of the Board to reasonably regulate, locate, and direct access routes and to designate parking locations;
- (f) the right of Declarant, as determined in the Declarant's sole discretion, to grant and reserve unto itself, its successors and/or assigns the right of access for road and utility purposes over or under the Common Elements, Lots or Parcels owned by Declarant to any parcel of land, whether located within or outside Greenwood Park planned community, whether owned or not owned by the Declarant and regardless of the use of the beneficial parcel; and
- (g) the right of Declarant to add additional properties to be subject to this Declaration and to allow the owners of those properties to become members of the Association.

Section 2. Easements to Government Entities. Subject to the provisions of this Declaration, Declarant does hereby grant a permanent, perpetual and non-exclusive easement to each department, branch or agency of any Governmental Entity, and to any agents or employees of said Governmental Entity, over, across and through all roads within Greenwood Park, now or in the future, for the purpose of performing such duties and activities as may be necessary or desirable for the common welfare of all owners or for the Association which may include, but are not limited to, duties and activities related to law enforcement, fire protection, garbage collection, mail delivery and medical and emergency services.

Section 3. Easements to Utilities. Subject to the provisions of this Declaration, Declarant does grant to the Association, Duke Energy, Verizon, PSNC Energy, Charter Communications and to any other utilities designated by the Declarant, and their successors and/or assigns, a permanent, perpetual and non-exclusive easement over, across, under and through:

- (a) all Common Elements;
- (b) 10 feet inside the boundaries of all Lots; and
- (c) as shown on the Plat

now or in the future, for the purpose of installing, replacing, constructing, maintaining, and operating utilities or utility systems which are necessary or desirable for the use of any part of Greenwood Park which include, but are not limited to, publicly or privately owned and operated electrical service, communication service, water service, sewer service, gas service, cable television, drainage systems, pipes, lines, conduits, storage devices, equipment, machinery or other devices necessary to the provision of such utility services. The easements established, reserved and granted herein shall include the right, where reasonably necessary, to cut and remove trees and other vegetation, to dig, excavate fill and take any other action necessary to provide for the installation, maintenance, replacement, relocation or operation of any utility service.

Provided, however, that the easements herein granted or reserved shall not cause any undue interference with the use or occupancy of any Lot or Common Element and further, that Declarant and/or the Association shall use good faith efforts to attempt to cause any utility provider, utilizing this easement, to repair any damage caused by such utility.

Section 4. Easements Reserved to Declarant.

(a) Easements for Access. Declarant reserves to itself, its successors and/or assigns, a perpetual alienable right to provide access over and across the roads and other Common Elements, if any, or across any Lot owned by Declarant to any parcels of land, whether within or outside Greenwood Park, whether owned or not owned by Declarant and regardless of the use of the beneficial parcel.

(b) Easements for Utilities. The Declarant reserves to itself, its successors and/or assigns the utility easements referred to in Section 3 above and Declarant, in its sole discretion, may make such utility easements appurtenant to any parcel of land whether within or outside Greenwood Park, whether owned or not owned by Declarant and regardless of the use of the beneficial parcel.

(c) Easements for Storm water and Drainage. Declarant, its successors and/or assigns, may cut drain ways or utilize existing natural drain ways for surface or storm water wherever and whenever such action may appear to Declarant to be necessary in order to maintain proper drainage and reasonable standards of health, safety and appearance. Declarant, in its sole discretion, may make such utility easements appurtenant to any parcel of land whether within or outside Greenwood Park, whether owned or not owned by Declarant and regardless of the use of the beneficial parcel.

(d) Easements for Vegetative, Pest or Fire Control. Declarant reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right on and over and under all areas within Greenwood Park to dispense pesticides and take other action which in the opinion of Declarant is necessary or desirable to control insects, vermin and undesirable vegetation. The Declarant reserves the right to cut fire breaks and other activities on, over and under all areas within Greenwood Park which in the opinion of Declarant are necessary to control fires. Declarant, however, is under no duty to take such actions as herein above provided.

(e) Easements for Trails/Bike Paths. Declarant reserves unto itself, its successors and/or assigns, the right to locate trails and bike paths within the property on a Lot making up the required setbacks (imposed by a Governmental Entity or by this Declaration) or across any portion of a Common Element, for the development of a trail and/or bike system as a Common Element for the use and enjoyment of all Lot owners.

Easements Appurtenant Upon Transfer of Lot or Common Element

All easements referred to in this Article III that are reserved unto the Declarant, its successors and/or assigns or the Association shall be automatically appurtenant to any Lot or Common Element at the time of transfer of said Lot or Common Element from the Declarant, its successors and/or assigns, regardless of whether the deed of conveyance expressly reserves such easements.

ARTICLE IV: ASSOCIATION MEMBERSHIP AND ASSESSMENTS

Section 1. Membership in the Association. Every Owner of a Lot shall be a member of the Association and bound by this Declaration, the Articles of Incorporation of the Association and its Bylaws and rules and regulations as hereafter promulgated. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Powers of the Association. The Association shall have such powers as are enumerated in its Articles of Incorporation, its Bylaws or as provided in the Act.

Section 3. Creation of the Lien and Personal Obligation Assessments. Each and every Owner of a Lot by acceptance of a deed therefore, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided and as stated in the Bylaws. All such annual and special assessments, together with interest, costs and reasonable attorney's fees for the collection thereof shall be a charge and lien upon a Lot and its improvements. The amount owed shall be a continuing lien upon the applicable property against which such assessment is made, prior to all other liens except only (i) real estate taxes and other governmental assessments or charges against the Lot and (ii) liens and encumbrances recorded before the recordation of the Declaration.

Each such assessment, together with interest, costs, and reasonable attorney's fees for the collection thereof, shall also be a personal financial obligation of the person, or persons, who was, or were, the Lot owner or owners at the time when the assessments became due. The personal financial obligation for delinquent assessments shall not pass to successors in title to any

such Lot unless expressly assumed by such purchaser: PROVIDED, HOWEVER, the same shall be and remain a charge and lien upon any such Lot and improvements until paid or otherwise satisfied except as may herein otherwise be provided.

Section 4. Purpose of Assessments. The assessments levied by the Association shall be used for the purposes in keeping with a nonprofit corporation as set forth in the Association's Articles of Incorporation. Specifically, the assessments shall be used to promote the health, safety and welfare of the Owners and residents of Greenwood Park and for the improvements, maintenance and repair of the Common Elements, and easements appurtenant thereto, for the protection of the community from pollution or erosion; for the enforcement of these covenants; the provision of reserve funds, the employment of attorneys, accountants, and other professionals to represent the Association, when necessary, and for payment of local taxes, insurance and special governmental assessments on or to the Common Elements together with payment of services, if any, provided to the residents by the Association.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in accordance with its Bylaws, in any fiscal year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including, but not limited to, fixtures and personal property (such as road signs) related thereto and to pay special governmental assessments.

Section 6. Rate of Assessment. The determination of the total amount of Common Expenses for any given fiscal year of the Association shall be within the sole discretion of the Board. The Board shall allocate assessments for common expenses in such amounts to be fixed from year to year and the Board may establish different rates for various general classifications of lots according to the use and location of said lots. It is within the Board's discretion to determine what assessment is warranted in cases where a Lot is combined or subdivided.

Section 7. Effect of Nonpayment of Assessments.

(a) Remedies of the Association. Any assessments which are not paid when due as determined by this Declaration and the Board shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of the delinquency at the rate of eighteen percent (18%) per annum not to exceed amounts set as a maximum monthly amount in Chapter 47F of the North Carolina Statutes or any amendment thereto, and the Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against his/her property, and interest, costs and reasonable attorney's fees of any such action for collection thereof shall be added to the amount of such assessment. Each such Owner, by his/her acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges and liens as a debt and to enforce the aforesaid charge and lien by methods available for the enforcement of such liens. The available enforcement remedies include, but are not limited to, those rights stated under the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all members of the Association. The Association, acting on behalf of its members, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same, and to subrogate so much of its right to such liens as may be necessary or expedient. No owner of a Lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his/her Lot.

After notice and opportunity to be heard, the Association may restrict the use of Common Elements (not including rights of access to Lots) by a Lot owner who is delinquent in paying assessments.

(b) Remedies of Declarant. To the extent that any Lot owner fails to pay his/her assessments relating to the Common Elements, then Declarant shall have during the Declarant Control Period, the right, but not the obligation, in addition to the Association, to use any of the remedies enumerated above, including filing a lien against the defaulting owner and pursuing the enforcement of such lien and other remedies as set forth in the Act.

The remedies given herein are distinct, cumulative remedies and the exercise of any of them shall not be deemed to exclude the rights of Declarant or Association to exercise any or all of the others or those which may be permitted by law or equity. The failure to enforce any rights, restrictions or conditions contained herein, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bear or affect its enforcement.

Section 8. Association Responsibility of Maintenance/Repair/Improvement. The Association and its members shall be responsible for the maintenance, repair and improvement of all Common Elements as identified on recorded plats for Greenwood Park and in a Supplemental Declaration.

Section 9. Reserve Funds, Operating Expense Surplus and Surplus Funds. The Board shall have the right, but not the obligation, within its sole discretion, to impose assessments on Lot owners for the maintenance of reserve funds or operating expense surpluses. The Association, within its sole discretion, may apply surplus funds to a reserve fund or any purpose of a non-profit corporation or may credit such funds to its members as provided for in North Carolina General Statutes §47F-3-114.

Section 10. Architectural Review fees; Impact fees; Cash Bonds. The Board shall have the right, but not the obligation, within its sole discretion, to impose a uniform schedule of fees to be applied to any Owner of a Lot at the time that Owner applies for approval to construct a residence on the Lot to offset the costs of architectural review or to mitigate the effect that Owner's development plans will have on the infrastructure and environment within Greenwood Park. These fees may take the form of Architectural Review fees and/or Impact fees and any such fees may be non-refundable in the sole discretion of the Board.

Section 11. Usage charges. The Board shall have the right, but not the obligation, within its sole discretion, to charge usage fees to persons other than Lot owners, Lot owners, their guests and invitees for the use of Common Elements to be fixed from year to year and the Board may establish different usage fee rates for various general classifications of Lots, Parcels or Living Units according to the burden that such properties may place on the Common Elements.

ARTICLE V : COMMON ELEMENTS

Section 1. Designation. During the Declarant Control Period, the Declarant may, but is not obligated to, provide properties within Greenwood Park as Common Elements. The designation and transfer of these areas are solely in the discretion of Declarant and no parole or oral agreement or claims of estoppels shall be asserted by any resident providing rights to areas not explicitly denoted as "Common Elements" or "Common Areas" on the Plats for Greenwood Park and described in this Declaration or in a Supplemental Declaration. Before the Association and its members shall assume the responsibility for maintenance, repair and improvement of a Common Element not specifically defined in this Declaration, the Declarant shall record a Supplemental Declaration and plat reasonably identifying the Common Element.

Section 2. Road Maintenance

(a) Roadways within Greenwood Park, and as described on Exhibit A, are hereby designated as private roadways and designated as common elements of Greenwood Park.

(b) Upon acquisition of a lot within Greenwood Park each owner will become responsible for that lot's share of the normal upkeep and maintenance. Each owner's share shall be determined by the proportion of that owner's platted lots within any given classification of lots to the total number of lots per classification platted of record as the same may appear on Exhibit A and any plats which might hereafter be filed which would either re-plat or alter in any manner, the lots heretofore platted.

(c) All matters relating to the private roadways, including without limitation, the assessments to be made for road maintenance shall be determined by the Board.

Section 3. Conveyances.

Any Common Element conveyed by the Declarant to the Association shall be conveyed subject to:

(a) All restrictions on use contained in this Declaration;

(b) All existing mortgages, provided, however, that in no event shall the Association be obligated to assume the payment of principal or interest on any such mortgage;

(c) The right of access for ingress, egress and regress, utilities or other easements reserved in this Declaration to the Declarant, its successors and/or assigns, over and across such property;

(d) The right of the Declarant, its successors and/or assigns, to approve all structures, construction, repairs, changes in elevation and topography and the location of any object (including vegetation) within the Common Element prior to the commencement of such activities or location of any object therein; and

(e) The right of the Declarant or Association to dedicate the maintenance of said Common Element to a Governmental Entity with such terms that are required by said Governmental Entity in accepting such dedication.

The recording of a Deed or an Easement instrument from the Declarant to the Association of a Common Element in the Buncombe County, NC Register's Office shall be conclusive evidence that the Association has accepted such transfer.

ARTICLE VI: SITE IMPROVEMENT REVIEW AND APPROVAL

Section 1. Construction Within Greenwood Park. Except as provided for the Declarant below, no structure shall be commenced, erected or maintained upon any Lot in Greenwood Park; nor shall any exterior addition or exterior change to any existing structure occur, nor shall any site work be done until complete final construction plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, configuration on Lot, location, and floor plan thereof, and showing front, side and rear elevations thereof, have been submitted to and approved in writing by an Architectural Review Committee (herein "Committee") as provided in Article II or as appointed by the Board as provided in Article VII below. Prior to the construction or erection of any structure, a site plan to scale must be approved on a topographical map that shows the location of the structure, including all drives, walks and parking areas, with each clearly indicated. A landscaping plan must also be submitted and approved by the Committee, also indicating what measures shall be taken to insure the longevity and vitality of any landscaping improvements.

Prior to any physical disturbance of a Lot, special drainage and/or irreplaceable features are to be identified and provisions for their protection clearly established. This includes large and/or specimen trees, rock outcroppings, springs and streams, and concentrations of azaleas, rhododendrons, and other shrubs and wild flowers. Silt fences shall be required prior to any physical disturbance. Culverts needed for ingress or egress shall be provided by the Owner of a Lot and shall be as specified by the Committee. The Owner of a Lot shall insure that all development performed by said owner conforms with all applicable federal, state and local laws and regulations. The Committee shall have the right to establish reasonable procedures for the preparation, submission, and determination of applications for any structure construction or alteration or landscaping work. Prior to construction, every Lot owner, except the Declarant, shall comply with the erosion control provisions in Article VIII, Section 15 below.

Section 2 Declarant Exemption. Notwithstanding any other provision in this Declaration to the contrary, during the Declarant Control Period, Declarant or any entity in which a Declarant member has an ownership interest, for any Lot owned by Declarant or said entity, shall have the right to erect or alter a Structure without the need to submit any plans or obtain the prior approval of the Association, Board or Committee and is hereby exempted from any requirement set forth herein of obtaining the approval from the Association, Board or the Committee for any development work or paying any fees, including, but not limited to, impact fees.

Section 3. Approval of Plans, Contractors and Enforcement. The Committee's refusal or approval of plans, specifications, or location of any structure may be based upon any grounds including purely aesthetic considerations which at the sole discretion of the Committee, for projects within Greenwood Park, shall be deemed sufficient. In passing upon construction plans, specification plans, or landscaping plans, and without any limitation of the foregoing, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings and the effect of the building or other structure on the appearance from neighboring property. Notwithstanding that improvements meet or exceed specified minimum size requirements; the quality and attractiveness of every structure must also meet high neighborhood standards and the Committee is hereby granted broad discretion in judging the compatibility of proposed structures for the neighborhood. In any case, it is intended that the Committee will not approve plans, materials or specifications that do not comply with Sections 4 and 5 below.

Any contractor or landscaper prior to performing any work within Greenwood Park must be approved by the Board in its sole discretion. No person, firm or entity shall be approved as a building contractor unless such person, firm or entity is licensed by the State of North Carolina for his/her services, if applicable. Notwithstanding the above, a Lot owner shall not hold the Board or its

members or the Declarant responsible for approving any particular building contractor in the event of said contractor's negligence in the construction of a building on a Lot.

The Committee is presumed to have approved any plans referenced above, upon failure to respond within sixty (60) days after receipt of each completed application and particular plan. In the event any Owner violates the terms of this Article, the Association shall give written notice to the Owner or responsible party to cure such violation within thirty (30) days. The Association or its agents shall be entitled to enter upon the property of the Owner and remedy such defect including removal of any structure built in violation hereof, all at the expense of the Owner. This right of the Association shall be in addition to all other general enforcement rights which the Association may have for a breach or violation of the terms of these covenants and restrictions and shall not be deemed a trespass by the Association or its agents.

Section 4. Minimum Standards for Environmentally Sensitive Buildings.

The Declarant or its successors and/or assigns shall have the right to impose construction standards for any new building within Greenwood Park relating to the installation of environmentally-sensitive components in said building, including, without limitation, the mechanical systems and electrical systems ("the Interior Standards"). By way of example only, the Interior Standards may require energy star certifications in the construction of a dwelling on a Lot. As part of the Committee review process referenced above, the Owner shall be required to comply with the Interior Standards or seek such variances or modifications as Declarant may allow in its sole discretion.

Section 5. Minimum Floor Areas/Floor Plan; Setbacks.

Any dwelling structure built on a Lot shall be no less than 1,800 square feet including heated living space, garages, covered decks, screen porches and other roofed over areas. Variances from this minimum floor area requirement may be granted by the Committee in writing as determined in the Committee's sole discretion. In granting or denying such variances, the Committee may consider, among other things, the following factors:

The topography of the Lot; the location of the structure in terms of the character of the neighborhood being promoted within the particular section of Greenwood Park; the access to the Lot and structure; the utilities for the Lot and serving the structure, if any; the aesthetics of the structure on the Lot; any environmental matters related to the Lot; the impact on adjoining uses or structures, planned or existing, including, but not limited to, views and privacy; and the costs of construction.

This Section is to be construed to give the most flexibility to the Committee in tailoring the compatibility of any new structure with the environment on the Lot and surrounding area.

The setbacks for the construction of any building on a Lot shall be governed by the minimum setbacks required by the Governmental Entity with zoning jurisdiction over said Lot in Greenwood Park.

Section 6. Minimum Site Improvement Requirements.

- (a) All driveways and parking areas must be designed and approved by the Committee using pavers, asphalt, concrete or combinations of other acceptable all-weather surfaces.
- (b) No play equipment, clotheslines, decorative features such as sculptures, bird baths, bird houses, fountains or other decorative embellishments shall be permitted that are visible from any street unless approved in writing from the Committee and any such approval is subject to periodic review.
- (c) The exterior material of all buildings shall extend to ground level and shall be brick veneer, stone veneer, wood, fiber cement, stucco, or a combination of same or other material approved by the Committee. No foundation footings shall be visible. Other conditions may be taken into consideration that allows the alteration of the materials to come to the finish grade at the sole discretion of the Committee.
- (d) No bright-finished or bright-plated metal exterior door, screen door, window, window screen, louver, or other closure may be used. However, a factory painted, or an anodized finish may be used, the color of which must be approved by the Committee.
- (e) All fencing, or landscaping walls must be approved and be of wood, brick, stone, wrought iron, or other material approved by the Committee. Applications for fencing are to show location on lot within building setbacks and are to include plantings on the exterior perimeter to soften the appearance of any fencing. The use of chain link or other like metal fencing will not be permitted

except when approved and where concealed by a wood fence and, provided, that said chain link or metal fencing is black, charcoal, dark brown or some other color, as approved by the Committee.

(f) Outdoor lighting and general landscape planting and design must be approved by the Committee. Ongoing landscape plantings must be approved. Design of landscape plan is to include the maximum height of the trees and shrubs planned. Attention will be given to all current or future trees or shrubs that grow to a height over five feet all of which must be approved prior to installation. Should a party plant any tree or shrub that can grow above five feet without the above-described written approval, the Board may fine a party the sum of five hundred dollars (\$500.00) for every tree or shrub planted without permission, and thereafter fifty dollars (\$50.00) per tree or shrub for each day until removal of the trees or shrubs or until a modified plan acceptable to the Board is completed. In addition to the above remedies, the Association and its agents may enter the property to remove the trees or shrubs and charge the violating owner the costs of such removal. The Declarant is exempted from this provision.

(g) Mailboxes will conform to the model selected by the Committee with specifications made available to the lot owner at the time of plan approval. Variations will be approved only after Committee review.

Section 7. Occupancy Permit. At the completion of all construction in accordance with the plans submitted, the Owner shall request an on-site inspection by the applicable review entity set forth above. No residence or building may be occupied until an Occupancy Permit has been issued by the Committee, when applicable. This provision is in addition to any local governmental requirements that regulate occupancy. Approvals will not be unreasonably withheld, but in addition to the above, the following will be required:

- (a) Final as-built plans must be submitted in conformance with plans approved by the Committee for the construction of the structure, unless waived in writing by the Committee;
- (b) Exterior lighting must be approved; and
- (c) All clean-up must be completed.

ARTICLE VII: ARCHITECTURAL REVIEW COMMITTEE

Section 1. Organization, Power of Appointment and Removal. There shall be an Architectural Review Committee organized as follows:

- (a) Committee Composition. The Committee shall consist of five (5) members, being a Chairperson and four additional members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member need not be a member of the Board or an officer of the Association.
- (b) Quorum and Meetings of Members. The Committee shall meet upon the call of the Chairman or of any three (3) members. At any meeting, three (3) members, one of which may be the Chairman, shall constitute a quorum.
- (c) Terms of Office. The term of the Committee shall be staggered with the initial Committee members designated to serve one year, two year or three year terms and thereafter, each Committee member will serve a three year term. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed.
- (d) Appointment and Removal. The right to appoint and remove all members of the Committee at any time, and for any reason, shall be and is hereby vested solely in the Board, provided, however, that no member may be removed from the Committee by the Board except by the vote or written consent of three-fifths of all of the members of the Board.
- (e) Resignations. Any members of the Committee may at any time resign from the Committee by giving written notice thereof to the Declarant and to the Board.
- (f) Vacancies. Vacancies of the Committee, however caused, shall be filled by the Board.
- (g) Declarant. Notwithstanding the above, the Declarant reserves unto itself the right but not the obligation, to perform the functions of the Committee during the Declarant Control Period.

Section 2. Duties. It shall be the duty of the Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms set forth in Article VI above, to adopt appropriate rules establishing policies for site improvements within Greenwood Park, to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by this Declaration.

Section 3. Meetings and Compensation. The Committee shall meet from time to time (not more often than once each month except in extraordinary circumstances) as necessary to perform its duties hereunder. Subject to the provisions of Paragraph (b) of Section 1 above, the vote or written consent of any three members, at a meeting, shall constitute the act of the Committee. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. No member of the

Committee who is a member of the Association shall receive from the Association, any compensation for services, provided that the Board may pay reasonable compensation to any member of the Committee who is not a member of the Association. All members of the Committee shall be entitled to reimbursement from the Association for all reasonable expenses incurred by them in the performance of any Committee functions.

Section 4. Architectural Review Committee Rules. The Committee may, but shall not be required to, from time to time in its sole discretion, adopt, amend, and repeal rules and regulations to be known as "Architectural Review Committee Rules" which shall establish policies for review procedures and standards for site improvements within Greenwood Park.

Section 5. Waiver. The approval by the Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specifications or matter subsequently submitted for approval.

Section 6. Liability. Neither the Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans, drawings, specifications, whether or not defective.
- (b) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications.
- (c) The development of any property, including, but not limited to, defective construction of residences.
- (d) The execution and filing of any estoppels certificate, whether or not the facts therein are correct.

Section 7. Appeal of Committee Decisions. Any party aggrieved by a decision of the Committee may appeal such decision to the Board, and such decision of the Committee is final, unless overridden by a vote of two-thirds of the Board. No Owner or any other party shall have recourse against the Committee or the Board for its refusal to approve any plans, specifications or contractors.

ARTICLE VIII: USE RESTRICTIONS

Subject to the Special Declarant Rights, the following use restrictions shall apply to all property within Greenwood Park:

Section 1. Single-family Residential Purposes; Principal Building; Accessory Structures; Guesthouse. All Lots shall be used for single-family residential purposes only, except as otherwise designated on a Plat or recorded supplemental declaration. No more than one principal building shall be permitted on any Lot. Accessory structures may be allowed subject to Committee approval.

Section 2. Subdividing, Combination and Boundary Relocation. No Lot shall be subdivided, or its boundary lines relocated, for any purpose other than to merge an additional Lot or part thereof so as to create a Lot larger than the original Lot. No subdivision, combination or boundary relocation shall be made without the written approval of Declarant, its successors and assigns except, however, Declarant hereby expressly reserves to itself, its successors or assigns, the right to re-plat, combine or subdivide any Lot or Lots, shown on the recorded plats, prior to the conveyance thereof, in order to create a modified Lot or Lots. These restrictions herein apply to each Lot which may be so created. Following the combination of two Lots into one larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of this Declaration. Once combined, the resulting larger Lot may only be subdivided with the consent of the Declarant, its successors and/or assigns. The Board, in its sole discretion, shall determine what effect, if any, the combination or subdivision of a platted Lot has on the assessments for that modified Lot.

Section 3. Non-single family residential use. Except for home occupations as defined below, no commercial or industrial enterprise, undertaking or use or any other non-single family residential use (such as apartments) is permitted within Greenwood Park, unless specifically shown on a recorded Plat that has been signed by Declarant prior to the conveyance of the Lot or Parcel shown on said Plat. If no such enterprise, undertaking or use is shown on a signed recorded plat, then no such enterprise undertaking, or use is permitted. Notwithstanding the above, a "home occupation" on a Lot is allowed with the written consent of the Declarant or Association and in accordance with zoning regulations. A "home occupation" is a use of a residence by an Owner-occupant wherein not more than 25% of the residence is dedicated to business use and there is no traffic generated by the business, and no noise, odor or smoke is emitted off-site as a result of said business.

Section 4. Duty to Maintain and Rebuild.

(a) Each Owner shall, at his/her sole cost and expense, maintain and repair his/her residence, keeping the same condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(b) Each Owner shall keep the grass on the lot properly cut, shall keep the lot free from trash, and shall keep it otherwise neat and attractive in appearance. This shall not be construed as requiring natural areas on a Lot to be mowed.

(c) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair or reconstruct such apparent condition existing immediately prior to the casualty. Alternatively, the Lot owner shall completely raze the residence and sod or seed the entire Lot until such time construction of a new residence is begun.

Section 5. Temporary Structures; Mobile Home; Camping sites. No structure of a temporary character shall be placed upon any portion of Greenwood Park at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any single-family residence. Basements or partially complete single-family residences will be considered temporary and may not be inhabited. Mobile homes, trailers, and tents, may not, at any time, be used as temporary or permanent residences or be permitted to remain on any portion of Greenwood Park after completion of construction thereon as herein above provided, except that the Declarant or the Board may designate areas within Greenwood Park as camping sites.

Section 6. Exterior Construction. The exterior of a single-family residence on a Lot as well as site work and landscaping must be completed within eighteen (18) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner of a Lot due to strikes, fire, natural emergencies or natural calamities. Single family residences may not be occupied until the exterior thereof has been completed. If the exterior is not completed within eighteen (18) months, the Board may require a responsible Lot owner to pay the Association the sum of one hundred fifty dollars (\$150.00) in liquidated damages for each day after (18) months that the exterior is not completed.

Section 7. Trees. No trees, living or dead, shrubs or wildflowers may be removed or cut without the written approval of the Committee, unless said trees [wildflowers, etc.] are located within fifteen (15) feet of a residence or within the right-of-way of driveways and walkways. Notwithstanding the above, any tree which poses a threat to life or property may be removed without the written consent of the Committee. Should a party remove any tree or vegetation as herein provided without the above-described written approval, the Board may fine a party the sum of one thousand five hundred dollars (\$1500.00) for every tree cut without permission, and thereafter one hundred fifty dollars (\$150.00) per tree for each day that a replacement plan acceptable to the Board is not completed. In addition to the above remedies, the Association and its agents may enter the property to replace the removed tree or vegetation and charge the violating owner the costs of such replacement. The Declarant is exempted from this provision.

Section 8. Trash. No Lot shall be used or maintained as a dumping ground or disposal site for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and at all times stored inside of a garage or residence (except for trash pickup days established by the applicable Governmental Entity or private waste hauling company, if applicable). This restriction shall not apply during the period of construction of a residence on the Lot or adjoining Lots, however, upon completion of construction the owner shall comply with all restrictions with respect to disposal of trash and maintenance of the Lot and property in a neat and attractive manner.

Section 9. Utilities; Antennae; Wireless Communication. All utilities, wires, cables, antennae and the like, of any kind (such as telephone, electrical, television, radio and citizens band radios) must be placed underground except as may be expressly permitted and approved in writing by the Committee. No wireless communication towers or antennae shall be permitted within Greenwood Park, except with the written permission of the Committee and the Declarant.

Section 10. Off-street Parking. Each Owner of a single-family residence on a Lot shall provide sufficient space for parking of any and all of said Owner's vehicles within a garage or driveway. Guest vehicles shall be parked off the roadways or in areas designated by the Declarant or the Board for parking. Garage doors must be closed at all times when not in use.

Section 11. Vehicles. The Declarant or the Board reserves the power to place any reasonable restrictions upon the use of roadways as may be allowed by law, including but not limited to the types and sizes of vehicles, including motor cycles, using the roads, the maximum and minimum speeds of vehicles, all other necessary traffic and parking regulations and the maximum noise level of vehicles.

Section 12. Vehicle Storage. Any recreational vehicles, boats, motor homes, campers, commercial vehicles and the like must be parked in an area screened from view as determined by the Committee.

Section 13. Lot Upkeep. It is the responsibility of each Lot Owner to prevent any unclean, unsightly, or unkempt condition of buildings or grounds to exist on the Lot Owner's property. The Declarant or the Association shall have the right, but not the duty, to enter upon any property for the purpose of abating any unclean, unsightly or unkempt condition of buildings or grounds which tend to decrease the beauty of the specific area or the neighborhood as a whole. The cost of such abatement and any damage resulting from such entry shall be at the expense of the specific Lot Owner and said entry shall not be deemed a trespass.

Section 14. Nuisances. No obnoxious or offensive activity shall be carried on upon any portions of Greenwood Park nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Owner of a Lot, tenant or guest thereof in any area of Greenwood Park thereby diminishing the enjoyment of other Lots by their owners. No hazardous or toxic substances or wastes as defined by applicable law shall be dumped within Greenwood Park. No plant, animal, device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of any portion of Greenwood Park by the Lot owners, tenants, and guests thereof, may be maintained. The Board has the right in its sole discretion to determine a nuisance, and upon ten (10) days' written notification by the Board, the activity must cease. The board reserves the right to restrict the times allowed for the use of outdoor noise creating landscaping machines and any other noise creating devices that may prove to be a nuisance or annoyance.

Section 15. Erosion Control. Declarant and/or the Association shall have the right to protect from erosion the land designated as areas upon which residential building shall take place, by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as providing drainage ways and/or dams or other means deemed expedient or necessary by Declarant and/or Association to provide and insure against such erosion. The Declarant or the Association, however, is under no duty to take such actions as herein above provided. During the improvement of any Lot, every Owner of a Lot shall use best management practices as that term is defined by applicable State of North Carolina environmental regulations to control erosion and prevent off-site damages so long as one-fourth (1/4) acre of land is disturbed. The Committee may require any Lot owner disturbing more than one-fourth (1/4) acre of land to submit for Committee approval an erosion control and drainage plan, and therein may require that such plan be signed off by a licensed Engineer. In order to implement effective and adequate erosion control and protect the beauty and purity of the water courses within Greenwood Park, the Association and its agents shall have the right, but not the obligation, to enter any Lot for the purpose of correcting or remedying any erosion control violations. Any costs of remediation attributable to a Lot Owner's failure to comply with best management practices in erosion control incurred by the Association shall be the responsibility of the Lot Owner. The Declarant is exempted from this provision.

Section 16. Fires. All open burning is prohibited except open burning allowed by the following exceptions: Campfires and fires used solely for outdoor cooking and other recreational purposes, or for ceremonial occasions, or for human warmth and comfort and which do not create a nuisance and do not use synthetic materials or refuse or salvageable materials for fuel. Outdoor grilling shall be done with the greatest of care in view of fire and smoke hazards and general pollution.

Section 17. Signs.

(a) Other than political signs, no sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except temporary construction signs not greater than nine (9) square feet in size; provided, however, Declarant shall have the right to (i) erect signs when advertising the property, (ii) place signs on Lots designating the lot number of Lots, and (iii) following the sale of the lot, place signs of such Lot indicating the name of the purchaser of that Lot. This restriction shall not prohibit placement of occupant name signs and Lot numbers as approved by the Architectural Review Committee. Notwithstanding the above, the Declarant may require an owner of a Lot to install, at Owner's expenses, and at a location designated by Declarant, common address signage for easy identification for emergency services.

(b) For elections in which owner(s) of a Lot are eligible to vote, political signs, with no more than 1 sign per candidate or issue and not greater than 24 inches x 24 inches in size, may be placed by an owner of a lot within their building setbacks no earlier than 45 days prior to an election and shall be removed within 2 days after the election day.

(c) Any display of the American and State Flag is to be regulated in accordance with State Ordinance 47F-3-121 and any amendments thereto.

Section 18. Water Courses. No lake shall be constructed, neither shall the course of any stream, spring or other water course be changed, nor any culverts installed in any water course without prior written approval of Declarant.

Section 19. Storage Tanks. Underground gasoline storage tanks are not permitted within Greenwood Park. Underground propane or liquid gas tanks and above ground storage tanks may be allowed subject to Committee written approval.

Section 20. Animals. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other commonly domesticated household pets may be kept, provided that they are not bred, maintained or housed (i.e. kennels) for commercial purposes. Pets, when running loose, must be kept strictly within the boundaries of a Lot Owner's property, except as may be permitted on Common Elements by Board rules and regulations. At all other times, they must be kept securely on a leash. No pets are permitted if they are kept so as to constitute a nuisance as determined by the Board in their sole discretion.

Section 21. Vacant Lots, Reserved Areas and/or Future Development. Unused and/or vacant lots, or property designated herein as reserved areas or as Future Development are not to be trespassed upon for any reason, except that Declarant on a case-by-case basis may give a revocable, written license to an individual Lot owner to hike in these areas. Any Lot owner who is provided a license for hiking by the Declarant in its sole discretion agrees to indemnify and hold harmless the Declarant from any and all costs, expenses (including reasonable attorney's fees), damages, or losses that may arise from the use of the license. Any such Lot owner agrees to assume all risks associated with being on the property that is the subject matter of the license, and no easement rights to the land shall accrue to the Lot Owner from the issuance of the license.

Section 22. Hunting and Firearms. Hunting, trapping, or the harassing of animals, fowl or game is prohibited, and the discharge of firearms or bows and arrows for any purpose shall be prohibited.

Section 23. Fishing. Fishing rules are to be governed by the State of North Carolina and rules as circulated to the owners of Lots by the Declarant and/or the Board.

Section 24. Trespass. Whenever the Association or the Declarant is permitted by these covenants to correct, repair, clean, preserve, clean out or do any action on any portion of Greenwood Park, including Lots and Parcels, entering such areas and taking such action shall not be deemed a trespass on the part of the Association or the Declarant or their agents.

Section 25. Septic Systems. Septic tanks, drain and repair fields are prohibited on any Lot or Parcel.

Section 26. Enforcement.

(a) All covenants, restrictions and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming under them.

(b) Enforcement of these covenants and restrictions shall be by any proceeding at law or equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, or to recover damages, or in addition to the lien enforcement rights set out in the Act, by any appropriate proceeding at law or equity against the land to enforce any lien created by these covenants. The remedies given herein are distinct, cumulative remedies and the exercise of any of them shall not be deemed to exclude the rights of Declarant or Association to exercise any or all of the others or those which may be permitted by law or equity. The failure to enforce any rights, restrictions or conditions contained herein, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bear or affect its enforcement. Any person entitled to file a legal action for violation of these covenants shall be entitled as part of any judgment in favor of the filing party to recover reasonable attorney's fees as a part of such action.

Section 27. Responsibility for Others. Owners of a Lot are obligated to assume the responsibility that any and all dependents, guests, servants, visitors and building contractors, working for the Lot Owner, observe and maintain all the rules, regulations, covenants and restrictions binding the Lot Owners themselves.

Section 28. Leasing or Renting. A Lot Owner may lease or rent the family residence owned by such Owner; provided, however, that the tenant or lessee shall be bound by all covenants and restrictions contained herein. A Lot Owner may lease or rent a portion of the family dwelling unit only with application to the Board and the expressed written approval of the Board for which the Board has maximum flexibility to establish terms, rules and regulations for each application.

Section 29. Variances. In case of hardship and for good cause shown, the Declarant during the Declarant Control Period or the Board or the Committee may in their sole discretion grant variances from any of these covenants and restrictions. The decision of Declarant or the Board to grant or not grant variances as herein provided is based upon the Declarant's or Board's sole and absolute discretion.

ARTICLE IX: FUTURE SECTIONS; PHASES; ANNEXED PROPERTIES; AND REMOVAL OF PROPERTIES

During the Declarant Control Period, the Declarant reserves the right to subject Annexed Properties as herein defined to the terms of this Declaration and the general plan of development for Greenwood Park by the filing of a supplement to this Declaration with corresponding plat that identifies the property to be added to Greenwood Park. Notwithstanding any provision of this Declaration to the contrary, Declarant, in its sole discretion, shall designate in the Supplemental Declaration the permitted uses within the Annexed Properties, which may be other than residential, and any other development restrictions affecting the use and enjoyment of said land. Notwithstanding the differences, if any in the use restrictions for Annexed Properties, it is the intent of the Declarant that properties once annexed be part of the general plan of development for Greenwood Park; provided, however, during the Declarant Control Period, the Declarant reserves the right to modify the boundaries of Greenwood Park to remove unsold properties from the Greenwood Park planned community. This right to remove properties from the general plan of development for Greenwood Park does not apply to Common Elements unless such removal is in conformity with Section 47F-3-112 of the Act. This Article is to be construed to give the Declarant the broadest flexibility to add Annexed Properties to the Greenwood Park planned community with use restrictions tailored for each additional tract or to modify the boundaries of Greenwood Park when determined in the sole discretion of the Declarant to be in the best interest of Greenwood Park.

ARTICLE X: AMENDMENTS

During the Declarant Control Period, the Declarant reserves the right, without the consent of the Association or any other Lot owner, to amend this Declaration or any amendments thereto if necessary for the exercise of or protection of any Special Declarant Rights. Otherwise, this Declaration may be amended only by affirmative vote or written agreement signed by Owners of Lots to which sixty-seven percent (67%) of the votes in the Association are allocated. During the Declarant Control Period, any amendments to this Declaration require the written consent of the Declarant.

ARTICLE XI: MISCELLANEOUS

Section 1. Severability. Should any covenant, restriction, article, paragraph, subparagraph, sentence, clause, phrase or term herein contained be declared to be void, invalid, illegal or unenforceable, for any reason whatsoever, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect any other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 2. Construction of this Declaration.

This Declaration and the provisions contained herein shall be construed in accordance with the laws of the State of North Carolina. Except for Special Declarant Rights and other rights herein reserved to the Declarant, the Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret the provisions hereof, and its good faith determination, construction or interpretation shall be final and binding.

EXHIBIT A

Property Subject to Declaration of Covenants, Restrictions, et al. for Greenwood Park, a Planned Community

BEING all of Phase 1 of Greenwood Park Subdivision as shown on a plat prepared by Blackrock Surveying and Land Design, P.C. and recorded in PB_____ PG_____ of the Buncombe County, North Carolina Register's Office, reference to said plat being made for a more particular description of said property.

I, ROBERT K. BRADY, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 4752, PAGE 623, DEED BOOK 2212, PAGE 709 AND DEED BOOK 2141, PAGE 144); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF LAND SURVEYING IN NORTH CAROLINA (21 NCAC 156.1800); AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED.



THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS

7th DAY OF DECEMBER, A.D. 2017.
 Robert K. Brady, Jr.
 ROBERT K. BRADY, JR. PLS-3959

I, Robert K. Brady, Jr., certify that this map was drawn under my supervision from an actual GPS (or GNSS) survey made under my supervision and the following information was used to perform the survey:
 Class of survey: Class B
 Horizontal Positional accuracy: 0.044
 Vertical Positional accuracy: 0.024
 Type of GPS (or GNSS) field procedure: OPUS-RS
 Date(s) of survey: 03/19/2014
 Datum/EPOCH: NAD 83 (2011) (EPOCH 2010.000)
 Published/Unadvised control: 02B230, 061592, DJB536
 Quoid model: GE0012A
 Combined factor: 0.99980072
 Units: U.S. Foot
 Horizontal positions are referenced to NAD83(2011)
 Vertical positions are referenced to NAVD83

STATE OF NORTH CAROLINA
 COUNTY OF BUNCOMBE
 FILE FOR REGISTRATION ON THE 7th DAY OF DECEMBER 2017, AT 2:30 PM AND RECORDED IN PLAT BOOK 185, PAGE 22
 BY: Drew Reisinger REGISTER OF DEEDS
 BY: Cyndee C. Wade DEPUTY

7th DAY OF DECEMBER, A.D. 2017.
 Robert K. Brady, Jr.
 ROBERT K. BRADY, JR. PLS-3959

45' Private R/W
 Governor Thomson
 Terrace

3
 Rabbit Ridge Properties, LLC
 D.B. 8247, Pg. 144
 P.B. 142, Pg. 102
 PIN 8742 88 6439

2
 Greenwood Park, LLC
 D.B. 4752, Pg. 623
 P.B. 146, Pg. 102
 PIN 8752 08 0896

16
 Rabbit Ridge Properties, LLC
 D.B. 2212, Pg. 709
 P.B. 147, Pg. 176
 PIN 8762 08 4789

16
 Donahue
 D.B. 6280, Pg. 1280
 P.B. 88, Pg. 184
 PIN 8782 08 8784

14
 Desantola & Taylor
 D.B. 5008, Pg. 611
 P.B. 88, Pg. 184
 PIN 8752 08 8889

2
 Greenwood Park, LLC
 D.B. 4752, Pg. 623
 P.B. 146, Pg. 102
 PIN 8752 08 0896

18A
 Bell
 D.B. 6070, Pg. 89
 P.B. 151, Pg. 181
 PIN 8782 08 5475

18
 Forehand
 D.B. 4854, Pg. 874
 P.B. 151, Pg. 181
 PIN 8782 08 4432

18A
 Rabbit Ridge Properties, LLC
 D.B. 4752, Pg. 623
 P.B. 151, Pg. 181
 PIN 8752 08 4311

19
 38PPD, LLC
 D.B. 8901, Pg. 1048
 P.B. 151, Pg. 181
 PIN 8782 08 5344

20A
 Rabbit Ridge Properties, LLC
 D.B. 4752, Pg. 623
 P.B. 151, Pg. 181
 PIN 8752 08 2870

20
 Ogdon
 D.B. 8186, Pg. 692
 P.B. 151, Pg. 181
 PIN 8782 08 2215

21
 Rabbit Ridge Properties, LLC
 D.B. 8212, Pg. 709
 D.B. 8247, Pg. 144
 P.B. 110, Pg. 162
 PIN 8758 08 1108

3
 Rabbit Ridge Properties, LLC
 D.B. 8247, Pg. 144
 P.B. 142, Pg. 102
 PIN 8742 88 6439

54
 Rabbit Ridge Properties, LLC
 D.B. 8212, Pg. 709
 P.B. 110, Pg. 181
 PIN 8758 08 8105

65
 Rabbit Ridge Properties, LLC
 D.B. 8212, Pg. 709
 P.B. 110, Pg. 181
 PIN 8762 88 7122

LINE	BEARING	LENGTH
L1 (CL)	N83°49'21"W	40.02'
L2 (CL)	N87°09'10"W	320.43'
L3 (CL)	N82°15'11"W	387.25'
L4 (CL)	N24°02'11"E	58.17'
L5 (CL)	N80°48'44"E	188.45'
L6 (CL)	N80°38'58"E	30.35'
L7 (CL)	N80°38'58"E	49.25'
L8 (CL)	N80°38'58"E	24.64'
L9 (CL)	N37°47'50"W	84.57'
L10	S47°01'54"W	33.64'
L11	S78°58'05"W	18.80'
L12	N83°10'39"W	35.25'
L13	N82°15'11"E	18.25'
L14	N82°15'11"E	25.85'
L15	N24°30'20"W	8.48'
L16 (CL)	S18°30'06"E	54.33'
L17 (CL)	S80°48'03"E	128.78'
L18	N24°02'11"E	38.35'
L19	N84°00'17"E	11.87'
L20	N82°15'11"E	68.69'
L21	N32°38'58"W	22.60'
L22	N32°38'58"W	22.63'
L23 (CL)	N32°38'58"W	33.21'
L24 (CL)	N80°38'58"E	22.48'

Legend

- Rebar Found
- Iron Pipe Found
- Rebar Set
- Not to Scale
- Deed Book
- Page
- Plot Book
- Parcel Identification Number
- Clear Cut Pipe
- Horizontal
- Easting
- Elevation
- Invert
- Line
- Sentinel
- Calculated Point

Number	Northings	Eastings	Elevation
001	725.899	324.1	329.27
002	725.899	324.1	329.27
003	725.899	324.1	329.27
004	725.899	324.1	329.27
005	725.899	324.1	329.27
006	725.899	324.1	329.27
007	725.899	324.1	329.27
008	725.899	324.1	329.27
009	725.899	324.1	329.27
010	725.899	324.1	329.27
011	725.899	324.1	329.27
012	725.899	324.1	329.27
013	725.899	324.1	329.27
014	725.899	324.1	329.27
015	725.899	324.1	329.27
016	725.899	324.1	329.27
017	725.899	324.1	329.27
018	725.899	324.1	329.27
019	725.899	324.1	329.27
020	725.899	324.1	329.27

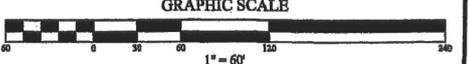
- GENERAL NOTES:
- Property subject to all easements, rights-of-way and restrictions of record
 - Lines not surveyed are shown as broken lines from information referenced on the face of this plat
 - The area shown hereon was computed using the coordinate computation method
 - Subject property is not located within a flood hazard area according to flood insurance community number 370268, panel 9742, suffix 1 dated January 6, 2010
 - Location of utilities, whether public or private, is based upon field location of visible appurtenances
 - All distances are horizontal ground measured in U.S. Feet

- This plat has been prepared without the benefit of a title report which may reveal additional conveyances, easements, rights-of-way or building restrictions. A North Carolina Licensed attorney should be consulted regarding correct ownership, width, and location of easements and other title questions revealed by the title examination.
- This map does not transfer to anyone other than the person or business named in the title block and may not be used without written authorization from Blackrock Surveying and Land Design, P.C.
- The purpose of this plat is to establish a sanitary sewer easement connecting new manholes 1, 2 and 3 to manhole 43-101734, relocate a sanitary sewer easement around utilities lines connecting manholes 43-101732, 43-101733 and 43-101734 and establish private sewer easements from existing lot boundaries to the sanitary sewer easement.
- The margin of the private sewer easement runs with the boundary of the 20' M80 sewer easement, lots 56, 54, 3, 21, 20, 20A, 19A, 18, 18A, 2, and 16.

Sewer Line Easement for the Metropolitan Sewerage District across the Property of Rabbit Ridge Properties, LLC and Greenwood Park, LLC

Reams Creek Township, Buncombe County, North Carolina

PIN: 9752 08 0836, 9752 06 4482, 9752 06 4311, 9752 06 3344, 9752 06 9742, 9742 96 9639, 9742 96 9102	Current Owner: Greenwood Park, LLC, Rabbit Ridge Properties, LLC, Panchand Family Trust	M80 Project #2014067
D.B./Pg.: 4752 / 623, 3247 / 144, 2212 / 709	J.R./Pg.: 142 / 102, 151 / 151, 110 / 142	Date: 05/12/2015
Job Number: 15-163	Firm License No.: C-2921	Drawn by: RKB
Surveyed by: RB		PLS: Robert K. Brady, Jr.



BLACKROCK SURVEYING & LAND DESIGN, P.C.
 PO Box 8302
 Asheville, North Carolina 28814
 phone: 828-225-4341
 fax: 828-225-4345
 www.blackrocksurveying.com



BUNNELL-LAMMONS ENGINEERING, INC.

GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS

December 4, 2017

Mr. William C. Dorf
Greenwood Park, Inc.
88 Union Chapel Road
Weaverville, North Carolina 28759

Subject: **Report of Asphalt Pavement and Subgrade Evaluation
Portion of Al Dorf Drive
Greenwood Park Subdivision
Weaverville, North Carolina
BLE Project No. J17-11986-01**

Dear Mr. Dorf:

Bunnell-Lammons Engineering, Inc. (BLE) is pleased to present this letter for the recently constructed portion of Al Dorf Drive. Our services were provided in accordance with Bunnell-Lammons Engineering (BLE) proposal No. P17-0975 dated November 2, 2017 and executed by you on November 15, 2017. BLE was requested to determine the thickness and density of the asphalt pavement, the thickness of the crushed stone and the suitability of the underlying soil subgrade and compare these findings against applicable Towns standards.

Summary of Field and Laboratory Services

On November 20, 2017, BLE personnel obtained core samples of the asphalt pavement at seven locations within the recently paved roadway using a diamond-tipped, water-cooled, six-inch diameter core barrel advanced by an electric drill. The sample locations were spaced at approximately 100-foot intervals along the newly paved roadway (approximate stations 11+00 to 17+00). The asphalt core was removed at each location to expose the underlying subgrade materials. The asphalt was observed to be supported by a crushed stone base at all seven test locations. The pavement cores were visually observed and measured for thickness. The measured thicknesses of the asphalt cores ranged from 2 inches to 2½ inches. After the cores were removed, the aggregate base course was removed and measured for thickness. The underlying crushed stone measured thickness ranged from 8 to 10 inches. The measured thicknesses are presented in the Appendix in Table 1.

Upon encountering the soil subgrade, dynamic cone penetrometer (DCP) testing was performed to evaluate the stiffness of the subgrade. The DCP testing was repeated at one-foot vertical intervals to a depth of approximately 36 inches below the pavement surface. The dynamic cone penetrometer is an instrument composed of a conical point driven with blows from a 15-pound hammer falling 20 inches. The point is driven into the soil in three increments of 1¼ inches. The number of hammer blows required to drive each increment is recorded. The average number of blows of the final two increments, when properly evaluated, is an index to soil strength. The Hand Auger Boring logs are presented in the Appendix.

The results of the DCP testing indicated that the encountered soil subgrade was a firm residual silty sand and had suitable strength to support a flexible pavement. The subgrade soils were also noted to be dry at the time the fieldwork was performed. Upon completion of the testing, the core holes were backfilled with the cuttings and were patched using an asphalt cold patch mix.

Upon completion of the field testing, the recovered cores were returned to our laboratory for visual examination and laboratory testing to determine the physical properties and compaction of the asphalt mix. Laboratory testing consisted of Bulk Specific Gravity (ASTM D2726), Maximum Laboratory Density of Bituminous Specimens using the Marshall Apparatus (ASTM 6926) and Maximum Theoretical Specific Gravity (ASTM D2041).

Compaction was then calculated for the core samples as the ratio of our laboratory determined specific gravity of the core samples to the maximum specific gravity determined by the Marshall test method, expressed as a percentage. The maximum theoretical specific gravity determined was 2.503, which yields a maximum theoretical density of 156.2 pcf. A bulk specific gravity test was performed on each core to determine the actual in-place density. The calculated percentage of the maximum theoretical density ranged from 91.7 to 92.6 percent with an average calculated percentage of 92.2 percent. The compaction results are presented in the Appendix in Table 1.

Also as part of our scope of services, a firetruck turn around was proofrolled with a fully loaded tandem axle dump truck operated by the grading contractor. No yielding (i.e. pumping or rutting) of the firetruck turn around was noted during our site visit.

Conclusion and Recommendations

Based on our understanding of the Town's requirements, a minimum pavement section of 2 inches of asphalt (SF9.5) and 8 inches of aggregate base course stone is required. Our field observations and test results indicate the specimens and locations tested by BLE for the aspects of the project mentioned above meet or exceed these requirements for thickness and compaction. The testing of the underlying soil subgrade at the core locations indicated that the encountered soil had suitable strength to support the overlying asphalt pavement.

In addition, the observed proofrolling of the subgrade for the firetruck turn around exhibited no yielding (i.e. pumping or rutting) of the subgrade. Based on this proofrolling, the subgrade should provide adequate support for a 75,000-pound fire truck.

Limitations of Report

This report has been prepared in accordance with generally accepted geotechnical engineering practice for specific application to this project. The conclusions and recommendations contained in this report are based upon applicable standards of our practice in this geographic area at the time this report was prepared. No other warranty, express or implied, is made.



Thank you for the opportunity to provide our professional geotechnical engineering services to this evaluation of the asphalt and subgrade at the subject property. We will be pleased to discuss our findings and conclusion with you and would welcome the opportunity work with you in the future.

Respectfully submitted,
BUNNELL-LAMMONS ENGINEERING, INC.

Sam C. Interlicchia
Project Manager

Jesse R. Jacobson, P.E.
Asheville Branch Manager
Registered NC 30948



Attachments:

Table 1

Percent Compaction and Thickness of Asphalt Pavement & Stone Base

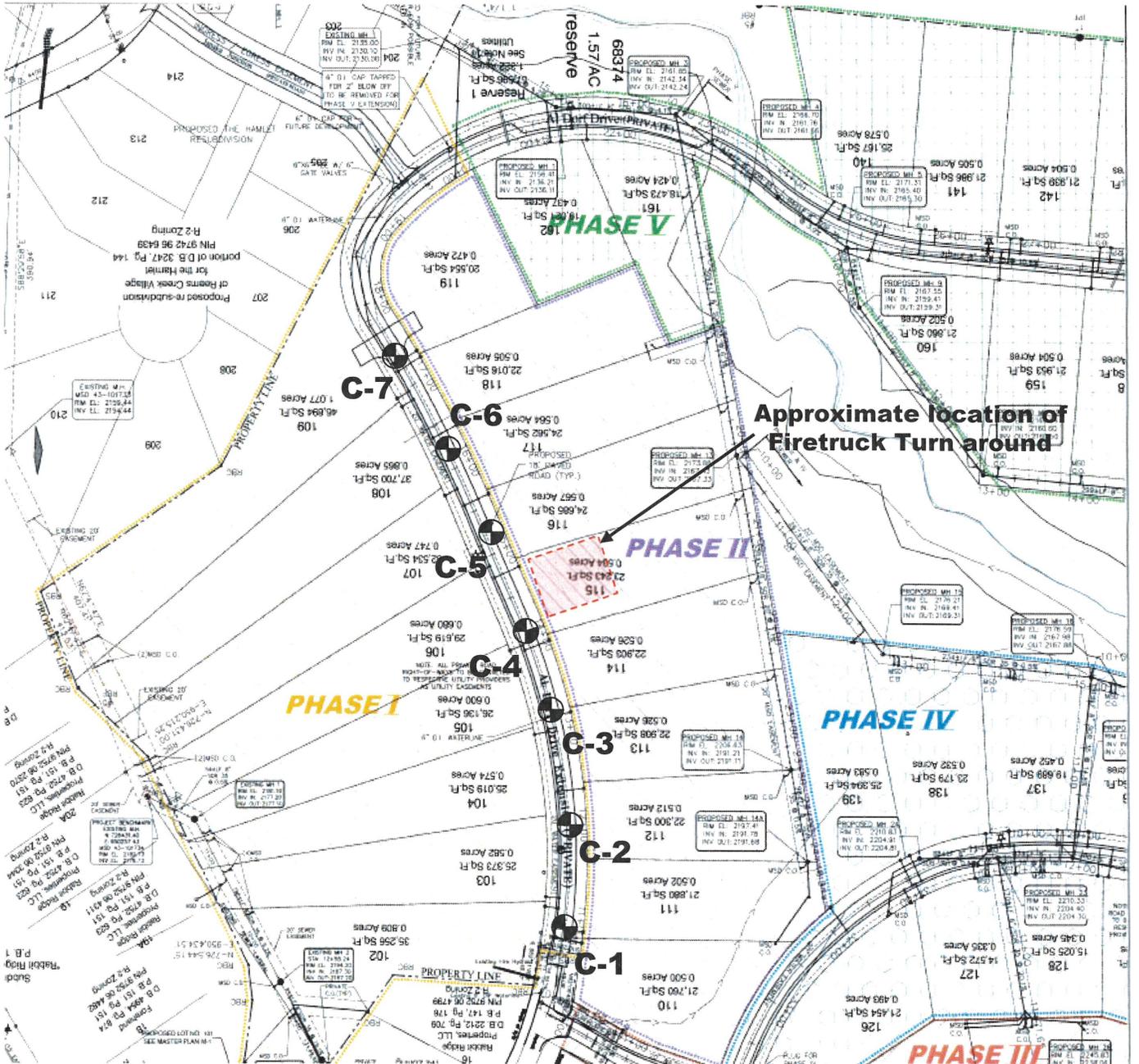
Portion of Al Dorf Drive
 December 4, 2017
 BLE Project No. J17-11986-01

Core I.D.	Asphalt Thickness (in)	Stone Base Thickness (in)	Bulk Specific Gravity of Core	Percent Compaction (a)
1	2	8½	2.303	92.0
2	2¼	8	2.310	92.3
3	2	9	2.319	92.6
4	2⅛	10	2.300	91.9
5	2	10	2.296	91.7
6	2½	8¼	2.317	92.6
7	2½	8	2.314	92.4
Average Percent Compaction				92.2

(a) Compaction based on comparing density determined on 6-inch diameter cores retrieved from in-place pavement with laboratory maximum theoretical specific gravity (2.503).

Prepared by: SCI

Checked by: JRJ



 Approximate Core Location

Reference Drawing: Portion of Sheet C-3 dated 6/16/16 prepared by MDG



BUNNELL-LAMMONS ENGINEERING, INC.
 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS

Hand Auger Boring Log

Job Name: Al Dorf Drive		Hand Auger Boring Number: HAB-1	
Job Number: J17-11986-01		Date Logged: 11/20/2017	
Approximate Surface Elevation:		Logged By: Sam Interlicchia	
Depth		Stratum Description	Dynamic Cone Penetrometer blows/increment (1 st - 2 nd - 3 rd)
From	To		
0	2"	Asphalt	---
2"	10½"	Aggregate Base Course Stone	---
10½"	36"	Residuum– Reddish brown, silty fine-medium SAND (SM)	7-7-7 7-8-9 16-25+
Hand auger boring terminated at 36 inches			
<p align="center">Remarks and Notes: Groundwater not observed at time of excavation. Bore hole backfilled with soil cuttings. Core hole patched with bag mixed asphalt patch.</p>			



BUNNELL-LAMMONS ENGINEERING, INC.
 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS

Hand Auger Boring Log

Job Name: Al Dorf Drive		Hand Auger Boring Number: HAB-2	
Job Number: J17-11986-01		Date Logged: 11/20/2017	
Approximate Surface Elevation:		Logged By: Sam Interlicchia	
Depth		Stratum Description	Dynamic Cone Penetrometer blows/increment (1 st - 2 nd - 3 rd)
From	To		
0	2¼"	Asphalt	---
2¼"	10¼"	Aggregate Base Course Stone	---
10¼"	36"	Residuum– Reddish brown, silty fine-medium SAND (SM)	9-9-10 9-10-12 9-11-15
Hand auger boring terminated at 36 inches			
<p align="center">Remarks and Notes: Groundwater not observed at time of excavation. Bore hole backfilled with soil cuttings. Core hole patched with bag mixed asphalt patch.</p>			



BUNNELL-LAMMONS ENGINEERING, INC.
 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS

Hand Auger Boring Log

Job Name: Al Dorf Drive		Hand Auger Boring Number: HAB-3	
Job Number: J17-11986-01		Date Logged: 11/20/2017	
Approximate Surface Elevation:		Logged By: Sam Interlicchia	
Depth		Stratum Description	Dynamic Cone Penetrometer blows/increment (1 st - 2 nd - 3 rd)
From	To		
0	2"	Asphalt	---
2"	11"	Aggregate Base Course Stone	---
11"	36"	Residuum– Reddish brown, silty fine-medium SAND (SM)	6-8-10 7-7-11 8-11-11
Hand auger boring terminated at 36 inches			
<p align="center">Remarks and Notes: Groundwater not observed at time of excavation. Bore hole backfilled with soil cuttings. Core hole patched with bag mixed asphalt patch.</p>			



BUNNELL-LAMMONS ENGINEERING, INC.
GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS

Hand Auger Boring Log

Job Name: Al Dorf Drive		Hand Auger Boring Number: HAB-4	
Job Number: J17-11986-01		Date Logged: 11/20/2017	
Approximate Surface Elevation:		Logged By: Sam Interlicchia	
Depth		Stratum Description	Dynamic Cone Penetrometer blows/increment (1 st - 2 nd - 3 rd)
From	To		
0	2 $\frac{1}{8}$ "	Asphalt	---
2 $\frac{1}{8}$ "	12 $\frac{1}{8}$ "	Aggregate Base Course Stone	---
12 $\frac{1}{8}$ "	36"	Residuum– Reddish brown, silty fine-medium SAND (SM)	4-7-10 7-9-13 10-10-13
Hand auger boring terminated at 36 inches			
Remarks and Notes: Groundwater not observed at time of excavation. Bore hole backfilled with soil cuttings. Core hole patched with bag mixed asphalt patch.			



BUNNELL-LAMMONS ENGINEERING, INC.
 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS

Hand Auger Boring Log

Job Name: Al Dorf Drive		Hand Auger Boring Number: HAB-5	
Job Number: J17-11986-01		Date Logged: 11/20/2017	
Approximate Surface Elevation:		Logged By: Sam Interlicchia	
Depth		Stratum Description	Dynamic Cone Penetrometer blows/increment (1st - 2nd - 3rd)
From	To		
0	2"	Asphalt	---
2"	12"	Aggregate Base Course Stone	---
12"	36"	Residuum– Reddish brown, silty fine-medium SAND (SM)	7-9-11 8-9-11 9-11-12
Hand auger boring terminated at 36 inches			
<p align="center">Remarks and Notes: Groundwater not observed at time of excavation. Bore hole backfilled with soil cuttings. Core hole patched with bag mixed asphalt patch.</p>			



BUNNELL-LAMMONS ENGINEERING, INC.
 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS

Hand Auger Boring Log

Job Name: Al Dorf Drive		Hand Auger Boring Number: HAB-6	
Job Number: J17-11986-01		Date Logged: 11/20/2017	
Approximate Surface Elevation:		Logged By: Sam Interlicchia	
Depth		Stratum Description	Dynamic Cone Penetrometer blows/increment (1 st - 2 nd - 3 rd)
From	To		
0	2½"	Asphalt	---
2½"	10¾"	Aggregate Base Course Stone	---
10¾"	36"	Residuuum– Tannish brown, silty fine-medium SAND (SM)	7-9-9 8-8-9 9-15-20
Hand auger boring terminated at 36 inches			
<p align="center">Remarks and Notes: Groundwater not observed at time of excavation. Bore hole backfilled with soil cuttings. Core hole patched with bag mixed asphalt patch.</p>			



BUNNELL-LAMMONS ENGINEERING, INC.
 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS

Hand Auger Boring Log

Job Name: Al Dorf Drive		Hand Auger Boring Number: HAB-7	
Job Number: J17-11986-01		Date Logged: 11/20/2017	
Approximate Surface Elevation:		Logged By: Sam Interlicchia	
Depth		Stratum Description	Dynamic Cone Penetrometer blows/increment (1 st - 2 nd - 3 rd)
From	To		
0	2½"	Asphalt	---
2½"	10½"	Aggregate Base Course Stone	---
10½"	36"	Residuuum– Tannish brown, silty fine-medium SAND (SM)	7-8-10 10-11-20 25+
Hand auger boring terminated at 36 inches			
<p align="center">Remarks and Notes: Groundwater not observed at time of excavation. Bore hole backfilled with soil cuttings. Core hole patched with bag mixed asphalt patch.</p>			



Agenda Items 6 - 7
Application for a Zoning Map Amendment
Weaverville Condos, Monticello Road

Attached you will find the following:

- **Application for a Zoning Map Amendment**
- **Maps Denoting the Location of Subject Parcels**

**TOWN OF WEAVERVILLE APPLICATION FOR
A ZONING MAP OR TEXT AMENDMENT**

Planning and Zoning Department, 30 South Main Street, P.O. Box 338, Weaverville, NC 28787
(828) 484-7002--- fax (828) 645-4776 --- jeller@weavervillenc.org

OWNER/APPLICANT NAME: HFW Endeavors

APPLICATION DATE: 11/15/2017

PHONE NUMBER: 704-377-6224

MAILING ADDRESS: 700 East Morehead Street,
Suite 100B, Charlotte, NC 28202

Application is made to the Town Council of Weaverville to amend:

The Zoning Map

The text of the Zoning Ordinance (Ch 36 of Code of Ordinances)

APPLICATION TO AMEND ZONING MAP

PROPERTY ADDRESS: Northcrest Road

PIN: 9733-70-1422; 9733-70-0050; 9732-79-2660

LOT AREA (acres): 3.19; 3.47; 2.10

CURRENT ZONING DISTRICT: I-1; R-3; C-2

PROPOSED ZONING DISTRICT: R-12

APPLICATION IS NOT COMPLETE WITHOUT A BOUNDARY SURVEY DEPICITING:

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Total acreage |
| <input checked="" type="checkbox"/> | Current owner(s) and date of survey |
| <input checked="" type="checkbox"/> | Property location relative to streets |
| <input checked="" type="checkbox"/> | North arrow |
| <input checked="" type="checkbox"/> | Existing easements, rights of way, or other restrictions on the property |
| <input type="checkbox"/> | Areas located within the floodplain |
| <input checked="" type="checkbox"/> | Natural terrain of 15% or greater grade |
| <input checked="" type="checkbox"/> | Adjoining property owners, addresses, and Buncombe County PINs |

APPLICATION TO AMEND TEXT

SECTION(S) OF CHAPTER 36 TO AMEND:

PROPOSED CHANGE TO TEXT (attach additional documentation if necessary):

JUSTIFICATION OF PROPOSED AMENDMENT(S):

**TOWN OF WEAVERVILLE APPLICATION FOR
A ZONING MAP OR TEXT AMENDMENT**

Planning and Zoning Department, 30 South Main Street, P.O. Box 338, Weaverville, NC 28787
(828) 484-7002--- fax (828) 645-4776 --- jeller@weavervillenc.org

I certify that the above information is accurate and true and that I am the owner or a duly appointed agent of the owner.

Steven G. Harris MGR HFW ENDEAVORS LLC 11.16.17
SIGNATURE OF APPLICANT DATE

It is the applicant's responsibility to obtain a copy of the Town of Weaverville Zoning Ordinance and to be fully aware of the regulations detailed therein.

REZONING FEE SCHEDULE:

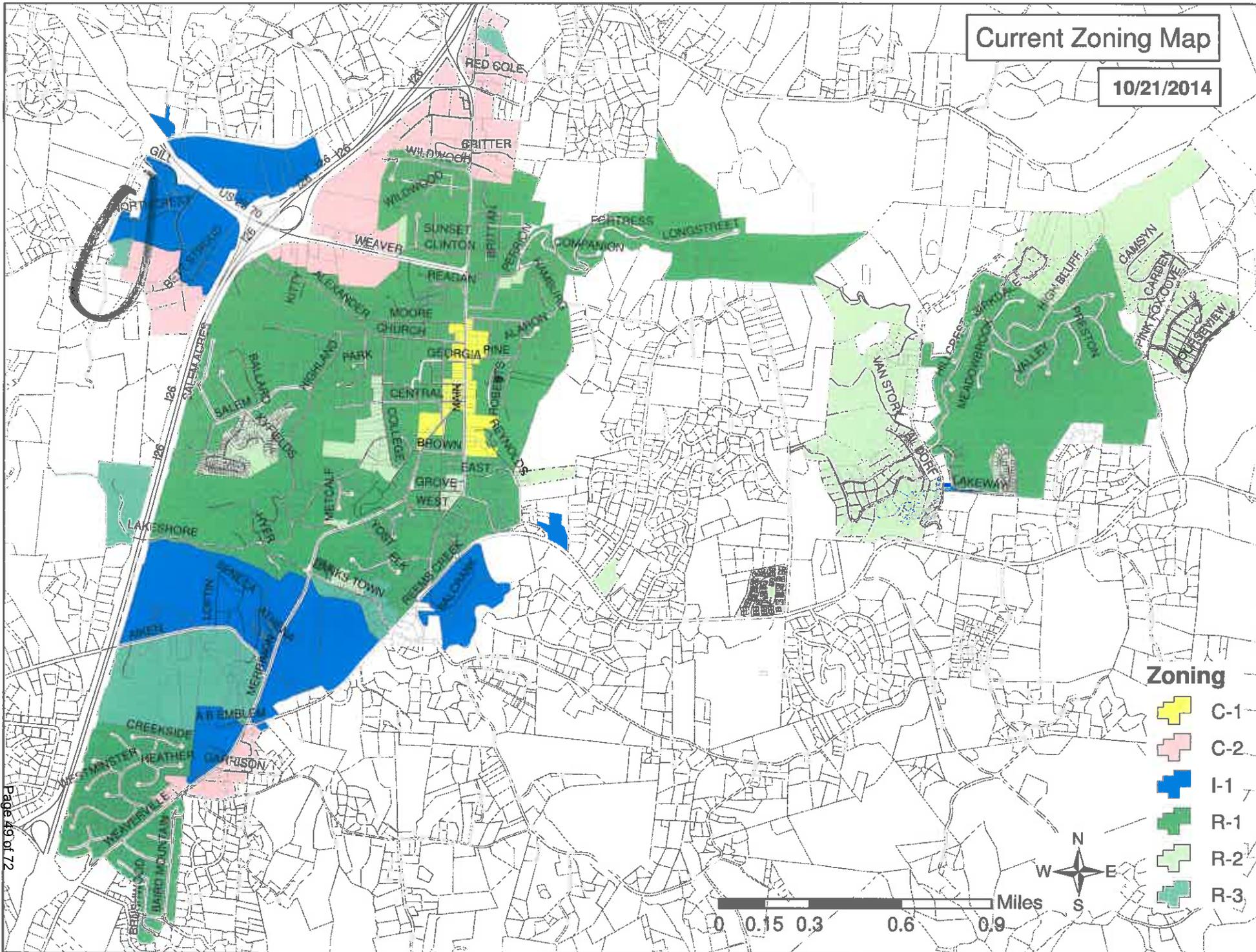
1 Lot < 1 acre	\$350.00
2-4 Lots or 1-3 acres	\$450.00
4-9 acres	\$550.00
10-25 acres	\$750.00
25+ acres	\$900.00

OFFICE USE ONLY

FEE: \$ <u>\$450</u>	DATE PAID: <u>11.17.17</u>	<input checked="" type="checkbox"/> CHECK	<input type="checkbox"/> CASH
DATE OF INTIAL COUNCIL MEETING: <u>12.19.17</u>	ACTION TAKEN:		
DATE OF PLANNING BOARD MEETING: <u>1.2.18</u>	ACTION TAKEN:		
DATE OF PUBLIC HEARING & COUNCIL DECISION: <u>1.22.18</u>	FINAL ACTION:		

Current Zoning Map

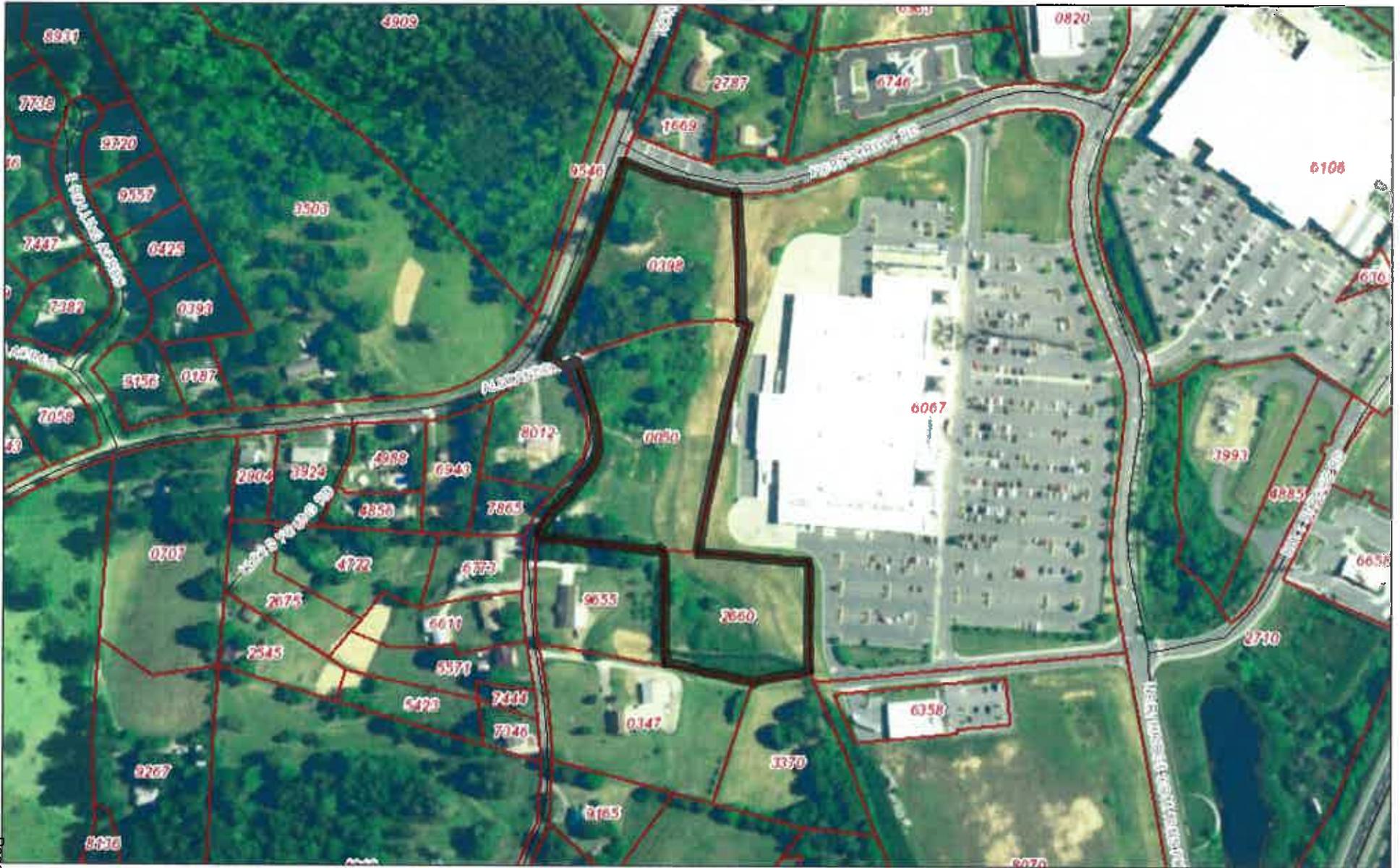
10/21/2014



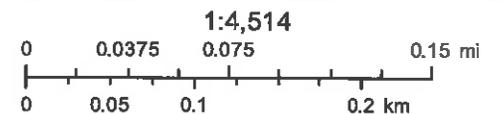
Zoning

-  C-1
-  C-2
-  I-1
-  R-1
-  R-2
-  R-3

Buncombe County



December 11, 2017



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



Agenda Items 8 -9
Application for a Zoning Text Amendment
Additional Standards Placed Upon Mobile Food Vendors in C-1, C-2 and I-1

Attached you will find the following:

- **Application for a Zoning Text Amendment**
- **Maps Denoting the Location of the Applicants Location**
- **Ordinances Related to the Governance of Mobile Food Vendors**

**TOWN OF WEAVERVILLE APPLICATION FOR
A ZONING MAP OR TEXT AMENDMENT**

Planning and Zoning Department, 30 South Main Street, P.O. Box 338, Weaverville, NC 28787
(828) 484-7002--- fax (828) 645-4776 --- jeller@weaverville.org

OWNER/APPLICANT NAME: Jon Varner

APPLICATION DATE: 4 Dec 17

PHONE NUMBER: 828-484-2390

MAILING ADDRESS: 131 Jupiter Rd

Application is made to the Town Council of Weaverville to amend:

- The Zoning Map
- The text of the Zoning Ordinance (Ch 36 of Code of Ordinances)

APPLICATION TO AMEND ZONING MAP

PROPERTY ADDRESS: 11 Florida Ave

PIN:

LOT AREA (acres):

CURRENT ZONING DISTRICT: C-1

PROPOSED ZONING DISTRICT:

APPLICATION IS NOT COMPLETE WITHOUT A BOUNDARY SURVEY DEPICITING:

- Total acreage
- Current owner(s) and date of survey
- Property location relative to streets
- North arrow
- Existing easements, rights of way, or other restrictions on the property
- Areas located within the floodplain
- Natural terrain of 15% or greater grade
- Adjoining property owners, addresses, and Buncombe County PINs

APPLICATION TO AMEND TEXT

SECTION(S) OF CHAPTER 36 TO AMEND: Sec. 36-130.C and 36-130.I.

PROPOSED CHANGE TO TEXT (attach additional documentation if necessary): Sec. 36-130.C. – Replace current text with "Mobile food vendors shall be located at least 100 feet from any residential structure located within the R-1, R-2 or R-3 Zoning District" reducing the distant requirement from 200 feet to 100 feet.

Sec. 36-130.I – Remove this section, removing the special event permit requirement for mobile food vendors in C-1 zoning district.

**TOWN OF WEAVERVILLE APPLICATION FOR
A ZONING MAP OR TEXT AMENDMENT**

Planning and Zoning Department, 30 South Main Street, P.O. Box 338, Weaverville, NC 28787
(828) 484-7002--- fax (828) 645-4776 --- jeller@weaverville.org

JUSTIFICATION OF PROPOSED AMENDMENT(S): These portions of the zoning text are detrimental not only to our business (Eluvium Brewing Company), but other business in the C-1 zoning district that could benefit from the additional traffic that accompanies mobile food vendors. Our entire business model revolves around mobile food vendors and the additional patrons that follow them. When we chose our location and started building our business in Weaverville these ordinances were not in place, we even constructed a special parking area with water and electrical hook ups. Many mobile food vendors bring with them a customer base that may not have come to Weaverville's business district had they not followed the mobile food vendor.

I certify that the above information is accurate and true and that I am the owner or a duly appointed agent of the owner.


SIGNATURE OF APPLICANT

4 December 2017
DATE

It is the applicant's responsibility to obtain a copy of the Town of Weaverville Zoning Ordinance and to be fully aware of the regulations detailed therein.

REZONING FEE SCHEDULE:

1 Lot < 1 acre	\$350.00
2-4 Lots or 1-3 acres	\$450.00
4-9 acres	\$550.00
10-25 acres	\$750.00
25+ acres	\$900.00

OFFICE USE ONLY

FEE: \$ <u>350</u>	DATE PAID:	CHECK	CASH
DATE OF INTIAL COUNCIL MEETING: <u>12.18.17</u>	ACTION TAKEN:		
DATE OF PLANNING BOARD MEETING: <u>1.2.18</u>	ACTION TAKEN:		
DATE OF PUBLIC HEARING & COUNCIL DECISION: <u>1.22.18</u>	FINAL ACTION:		



COUNTY OF BUNCOMBE, NORTH CAROLINA

Web Property Record Card

9742-27-9725-00000

[<< Back to Parcel Details](#)

Date Printed: 12/4/2017

Owner Information		Parcel Information	Total Property Value: 160,200
Owners:	OTR LLC	Status:	Active
Address:	1186 PATTON AVE ASHEVILLE NC 28806-2706	Deed Date:	9/23/2016
Property Location:	11 FLORIDA AVE	Deed Book/Page:	5471 / 1871
Taxing Districts		Plat Book/Page:	0164 / 0179
County:	Buncombe County	Legal Reference:	TRANSFER BY DEED
City:	WEAVERVILLE	Location:	11 FLORIDA AVE
Fire:		Class:	APT
School:		Neighborhood:	WEAVERVILLE
		Subdivision:	
		Sub Lot:	B
		Conservation/Easement:	N
		Flood:	N

Ownership History

Transfer Date	Price	Legal Reference	Deed Book/Page	Qualified	Vacant When Sold	Seller Names
09/23/16	\$1,300,000	TRANSFER BY DEED	5471 / 1871	No: A	No	SHOPE OF WEAVERVILLE LLC
10/25/13	\$0	TRANSFER BY DEED	5154 / 1457	No: C	No	NORMA GENEVIEVE G SHOPE
04/09/02	\$0	WILL OR ESTATE FILE	002E / 0524	No: C	No	W W SHOPE JR

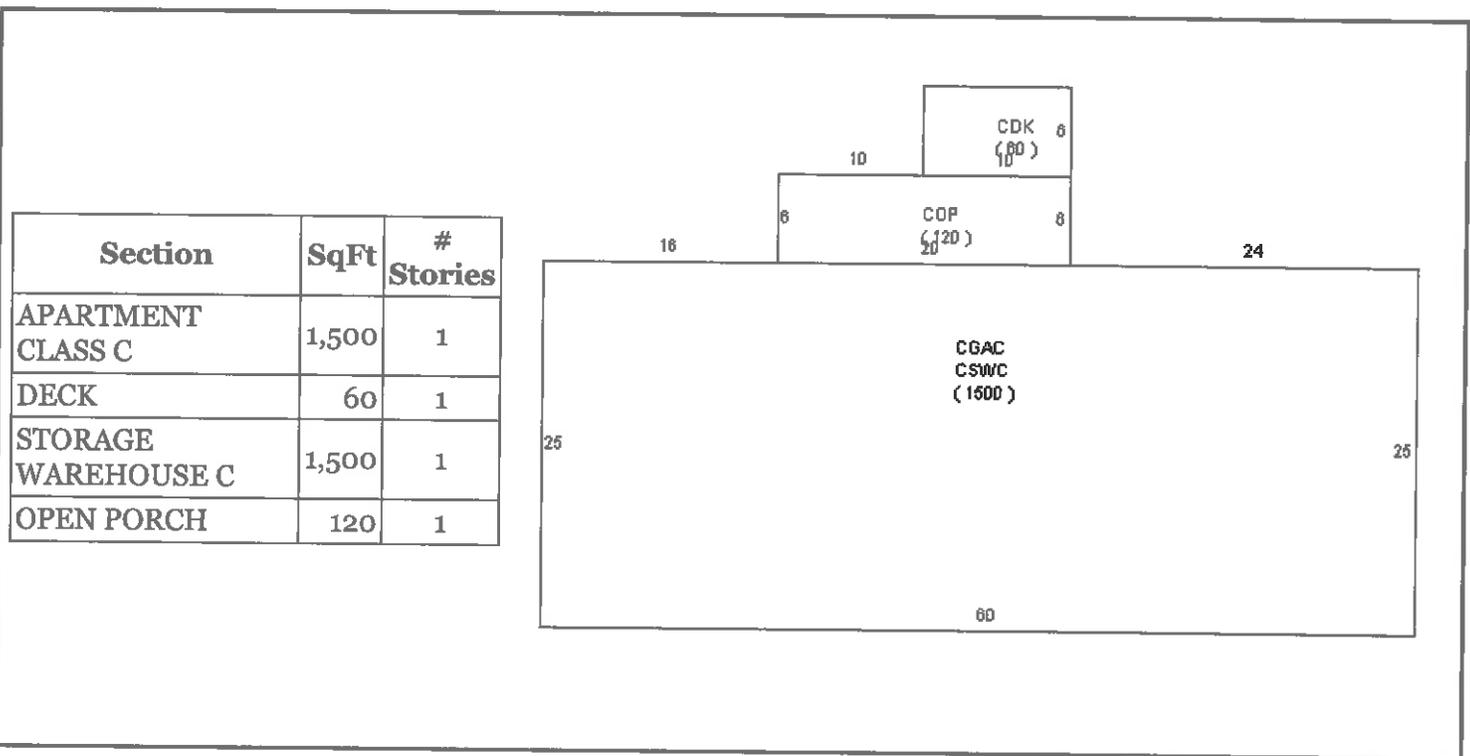
Assessment History

Year	Acres	Land	Bldgs	Other Impr	Assessed	Desc	Exemptions	Deferred	Taxable
2017	0.18	65,700	94,500	0	160,200		0	0	160,200
2016	0.18	63,000	95,900	0	158,900		0	0	158,900
2015	0.18	63,000	95,900	0	158,900		0	0	158,900
2014	0.18	63,000	95,900	0	158,900		0	0	158,900
2013	0.18	63,000	95,900	0	158,900		0	0	158,900
2012	0.18	201,700	54,700	0	256,400		0	0	256,400
2011	0.18	201,700	54,700	0	256,400		0	0	256,400
2010	0.18	201,700	54,700	0	256,400		0	0	256,400
2009	0.18	201,700	54,700	0	256,400		0	0	256,400
2008	0.18	201,700	54,700	0	256,400		0	0	256,400

2007	0.18	201,700	54,700	0	256,400	0	0	256,400
2006	0.18	201,700	54,700	0	256,400	0	0	256,400
2005	0.18	19,400	72,100	0	91,500	0	0	91,500
2004	0.18	19,400	72,100	0	91,500	0	0	91,500
2003	0.18	19,400	72,100	0	91,500	0	0	91,500
2002	0.18	19,400	72,100	0	91,500	0	0	91,500
2001	0.18	26,400	37,700	0	64,100	0	0	64,100

Land Data		Total Acres: 0.18	Land Value:	Other	Value: 0
		Acreage	65,700	Improvements	
Segment#	Units	Description			
1	0.18 Acreage	LOT IN AC			

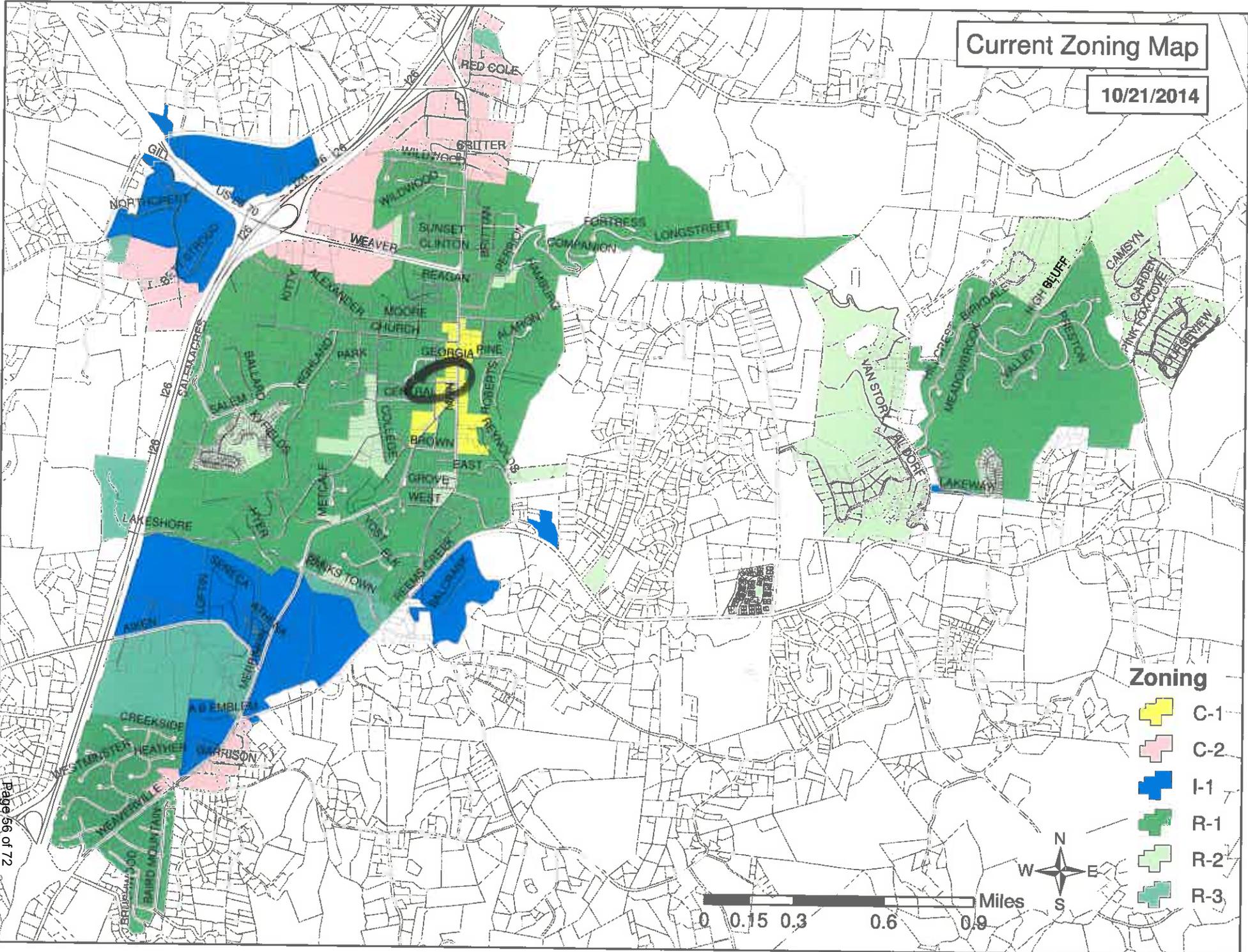
Com. Bldg ID	Bldg Class	Sq Feet	Bsmt SqFt	Bsmt Finished	Year Built	Grade	Condition	Value
1	MASONRY	3,000	0	0	1946	D	G	94,500



Total Building Value: 94,500

Current Zoning Map

10/21/2014



Zoning

-  C-1
-  C-2
-  I-1
-  R-1
-  R-2
-  R-3

R-1

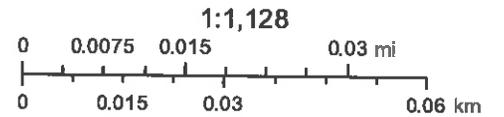


Buncombe County

C-1



December 4, 2017

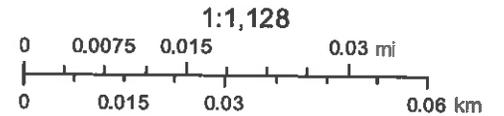


Buncombe County



December 4, 2017

Blue Line = 185'



Mobile Food Vendor. Any mobile food unit, pushcart or motor vehicle, including all machines designed or intended to travel over land by self-propulsion or while attached to any self-propelled vehicle, which is purposed for the sale for consumption of food and beverages. The sale of alcoholic beverages shall not be permitted by any mobile food vender absent the issuance of the requisite special event permit.

Mobile home. See "manufactured home", and "trailers or travel trailers".

Modular home. A dwelling unit constructed in accordance with the construction standards of the North Carolina Uniform Residential Building Code for One- and Two-Family Dwellings, and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly and placement on a permanent foundation. Without limiting the generality of the foregoing, a modular home may consist of two or more sections transported to the site on each's own chassis or steel frame, or a series of panels or room sections transported to the site on a truck and erected, assembled, or joined there. This unit is deeded, and not titled by the state department of motor vehicles.

Multiple tenant development. A development in which there exist a number of individual and/or separate establishments and in which there are appurtenant shared facilities such as parking areas or pedestrian ways, including but not limited to shopping and office centers. This definition does not include multi-family residential developments. **Nameplate sign.** A sign located on a particular premises which identifies a business or home occupation.

New construction. Structures for which the "start of construction" commenced on or after the effective date of this chapter.

Nonconforming occupied lot. A lot which contained a structure on the effective date of this chapter or at the time the lot was brought into the town's jurisdiction but which does not meet the minimum requirements for width, area, front, side, or rear yard, height and/or open space for the zoning district in which it is located.

Nonconforming open uses of land. An open use on a lot when the only structures are incidental and accessory to the principal open use which was in existence prior to the effective date of this chapter or at the time the lot was brought into the town's jurisdiction and which would not be permitted by this chapter in the zoning district in which it is located. Uses such as storage yards, used car lots, auto wrecking yards, and golf driving ranges are examples of open uses.

Nonconforming sign. Any sign which does not conform with the standards of this chapter.

Nonconforming structure. Any structure which does not conform with the requirements of the zoning district in which it is located, either at the effective date of the ordinance from which this chapter derives or as a result of subsequent amendments to this chapter.

Nonconforming use of structure. A use of a structure which existed prior to the effective date of this chapter, or at the time the lot on which the structure is sited was brought into the town's jurisdiction, and which would not be permitted in the zoning district in which it is located.

Nonconforming vacant lot. A lot which does not meet the dimensional requirements for the zoning district in which it is located, but which was recorded prior to the effective date of this chapter or prior to the time the lot was brought into the town's jurisdiction. This definition shall not be interpreted to include lots recorded prior to the adoption of this chapter which were in violation of any prior subdivision regulation of the town.

Noxious Uses. Any use that could be harmful to health or the environment if not properly regulated. Noxious uses include, but are not limited to, the following: power plants, water and sewage plants, landfills or recycling facilities, outdoor firing ranges, junk yards or salvage yards, rendering plants and slaughterhouses, asphalt or concrete plants or any extractive industry.

Nursing home. See group care facility.

summary of issues discussed at the meeting, and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting. In the event the petitioner has not held at least one meeting pursuant to this subsection, the petitioner shall file a report documenting efforts that were made to arrange such a meeting and stating the reasons such a meeting was not held. The adequacy of a meeting held or report filed pursuant to this subsection shall be considered by the town council but shall not be subject to judicial review.

Notice of such a public hearing shall be given to all the property owners within 200 feet of the property boundaries and in accordance with the provisions of G.S. 160A-364.

(m) *Judicial review.* Conditional zoning district decisions under this section are a legislative process and not subject to judicial review.

In the event of noncompliance by a property owner or any subsequent resale or lease of a property for use other than that stipulated in the original CZD approval, the property owner would be in violation of the town zoning ordinance.

(n) *Approval procedures.* Except as specifically modified by this section, the procedures to be followed by the town council in reviewing, granting, or denying any petition for conditional zoning shall be the same as those established for general use district zoning petitions under G.S. ch. 160A, art. 19. Each ordinance adopted by town council which establishes a conditional zoning district within the Town of Weaverville is hereby incorporated into this chapter as a separate and unique zoning district and shall be reflected on the town's zoning map. Copies of such ordinances shall be kept on file with the town clerk and may be reviewed upon request.

(Ord. of 8-20-2007; Ord. of 11-17-2008, § 1; Ord. of 4-20-2009, § 3; [Ord. of 9-19-2016\(3\), § 1](#) ; [Ord. of 11-21-2016\(1\), § 6](#))

([Ord. of 5-16-2016\(1\), § 3](#) ; [Ord. of 9-19-2016\(3\), § 1](#) ; Ord. of [Ord. of 11-21-2016\(1\), § 3](#))

Secs. 36-86— 36-103. - Reserved.

ARTICLE IV. TABLE OF USES AND TABLE OF DIMENSIONAL REQUIREMENTS

Sec. 36-104. Notes on Table of Uses.

Notes:

1. See Article V (Sec. 36-116 *et seq.*) for additional standards for those uses identified on the Table of Uses as "permitted with standards."
2. If a proposed use can't be found on the table of uses herein established or is not specifically defined herein, then the regulations and restrictions governing the use which most closely resembles the proposed use shall apply.
3. The abbreviations and symbols shown in the Table of Uses have the following meanings:
 - "C" = Conditional Zoning District required
 - "P" = Permitted
 - "PS" = Permitted with Standards
 - "-" = Not Permitted

Sec. 36-105. – Table of Uses.

USES	R-1	R-2	R-3	R-12	C-1	C-2	I-1
Residential							
Dwelling - Single Family	P	P	P	-	-	-	-
Dwelling – Duplex	-	P	P	P	-	-	-
Dwelling - Multifamily (4 or fewer units/building)	-	P	P	P	-	-	-
Dwelling - Multifamily (more than 4 units/building)	-	-	C	C	-	-	-
Dwelling – Secondary	PS	PS	PS	-	-	-	-
Family Care Home (6 or fewer residents)	P	P	P	-	-	-	-
Child Care Home (6 or fewer children)	PS	PS	PS	-	-	-	-
Home Occupation	PS	PS	PS	PS	-	-	-
Manufactured Home	-	-	PS	-	-	-	-
Manufactured Home Park	-	-	-	-	-	-	-
Recreational Vehicle	-	-	-	-	-	-	-
Recreational Vehicle Park, Campground	-	-	-	-	-	C	C
Bed & Breakfast	P	P	P	-	-	-	-
Hotel, Motel, Inn	-	-	-	-	C	C	C
Office / Service							
Animal Services, Veterinary Clinic	-	-	-	-	P	P	P
Automated Teller Machines	-	-	-	P	P	P	P
Automobile Services, Gas Station	-	-	-	-	P	P	P
Automobile Services, Repair					PS	PS	PS
Banks, Credit Unions, Financial Services	-	-	-	-	PS	P	P
Child Care Center (more than 6)	-	-	-	-	C	PS	PS
Community Service Organization	-	-	-	-	-	P	P
Equipment Rental (Exterior Storage)	-	-	-	-	-	-	P
Equipment Rental (Interior Storage)	-	-	-	-	-	P	P
Funeral Home	-	-	-	-	P	P	P
Group Care Facility (more than 6 residents)	-	-	-	-	C	P	P
Government Services	C	C	C	C	C	P	P
Kennels	-	-	-	-	-	PS	PS
Medical Services - Clinic, Urgent Care Center, Hospital	-	-	-	-	-	P	P
Medical Services - Doctor Office	-	-	-	-	P	P	P
Personal Services	-	-	-	-	P	P	P
Post Office	-	-	-	-	-	P	P
Professional Services	-	-	-	-	P	P	P

USES	R-1	R-2	R-3	R-12	C-1	C-2	I-1
Studio - Art, Dance Martial Arts, Music	-	-	-	-	P	P	P
Retail / Restaurants							
Accessory Retail	-	-	-	-	P	P	P
Alcoholic Beverage Sales Store	-	-	-	-	P	P	P
Auto / Mechanical Parts Store	-	-	-	-	P	P	P
Bar / Tavern / Night Club	-	-	-	-	P	P	P
Drive-Thru Retail / Restaurant	-	-	-	-	-	P	P
General Retail (Under 10,000 sq. ft.)	-	-	-	-	P	P	P
General Retail (10,000 - 24,999 sq. ft.)					PS	PS	PS
General Retail (25,000 sq. ft. or more)	-	-	-	-	C	C	C
Multi-tenant Development (Under 25,000 sq. ft.)	-	-	-	-	C	PS	PS
Multi-tenant Development (25,000 sq. ft. or more)	-	-	-	-	C	C	C
Pawn Shop	-	-	-	-	-	P	P
Restaurant	-	-	-	-	P	P	P
Vehicle / Heavy Equipment Sales - Indoor	-	-	-	-	P	P	P
Vehicle / Heavy Equipment Sales - Outdoor	-	-	-	-	-	P	P
Entertainment / Recreation							
Amusements - Indoor	-	-	-	-	P	P	P
Amusements - Outdoor	-	-	-	-	-	P	P
Cultural or Community Facility	PS	PS	PS	PS	P	P	P
Recreation Facilities - Indoor	PS	PS	PS	PS	P	P	P
Recreation Facilities - Outdoor	PS	PS	PS	PS	PS	PS	PS
Theater - Motion Picture	-	-	-	-	-	P	P
Manufacturing / Wholesale / Storage							
Manufacturing, Heavy	-	-	-	-	-	-	P
Manufacturing, Light	-	-	-	-	-	P	P
Manufacturing, Neighborhood	-	-	-	-	P	P	P
Metal Product Fabrication, Machine or Welding Shop, Auto Body Shop	-	-	-	-	-	-	P
Mini-Warehouses	-	-	-	-	-	PS	PS
Outdoor Storage Yard	-	-	-	-	-	-	C
Warehousing and Distribution - Exterior Storage	-	-	-	-	-	-	P
Warehousing and Distribution - Interior Storage	-	-	-	-	-	P	P
Civic / Institutional							
Cemeteries	-	-	-	-	-	-	C
Public Safety Facilities	C	C	C	C	C	P	P
Religious Institutions	C	C	C	C	C	C	C

USES	R-1	R-2	R-3	R-12	C-1	C-2	I-1
Schools	C	C	C	C	C	C	C
Utilities							
Wireless Telecommunication Facility - Stealth	PS	PS	PS	PS	PS	PS	PS
Wireless Telecommunication Facility - Tower	-	-	-	-	-	PS	PS
Miscellaneous Uses							
Adult Establishment	-	-	-	-	-	C	C
Agriculture - Commercial	-	-	-	-	PS	PS	PS
Agriculture - Neighborhood	PS	PS	PS	PS	PS	PS	PS
Crematories	-	-	-	-	-	-	C
Event Center	-	-	-	-	C	C	C
Gaming Terminals						PS	PS
Mixed-Use Building or Structure	-	-	-	C	C	C	-
Noxious Uses	-	-	-	-	-	-	C
Tattoo Parlors	-	-	-	-	-	P	P
Temporary Uses							
Farmers Market	PS	PS	PS	PS	PS	PS	PS
Mobile Food Vendor	-	-	-	-	PS	PS	PS
Temporary Use	PS	PS	PS	PS	PS	PS	PS

Sec. 36-106. - Table of dimensional requirements.

- C. Only noncommercial vehicles are permitted in conjunction with a home occupation.
- D. Business or product identification signs shall not be permitted.

Sec. 36-128. – Kennels

- A. Outside runs, holding pens, exercise areas or other open-air type enclosures or shelters, which are maintained in order to prevent the escape of animals, shall be located at least 200 feet from any dwelling, other than the property of the owner on which the structure is located, and at least 50 feet from adjoining property lines.
- B. Kennels shall be located in the side or rear yard area of any principal structure and must be on the same parcel of land.

Sec. 36-129. – Manufactured Home

- A. No new manufactured home shall be permitted within floodways and nonencroachment areas as determined by the Floodplain Administrator of Buncombe County.
- B. Each new manufactured home shall be placed on an individual lot.
- C. A manufactured home must be built to or exceed the Manufactured Home Construction Safety Standards as developed by the Housing and Urban Development Code of June 15, 1976.

Sec. 36-130. – Mobile Food Vendors

- A. No waste, wastewater or grease shall be distributed into the sanitary sewer system, stormwater system, or other public spaces.
- B. Mobile food vendors shall be situated at least ten feet from all property lines and any road right-of-way, shall not encroach onto any street or sidewalk and shall not obstruct any loading zone or handicapped parking space. This requirement shall not apply to special events approved by the Town which take place on public streets, sidewalks or parking lots or any other public property.
- C. Mobile food vendors shall be located at least 200 feet from any residential structure located within the R-1, R-2 or R-3 Zoning District.
- D. Mobile food vendors shall not be located within ten feet of any fire hydrant.
- E. Hours of operation shall be limited to 7am to 10pm. This requirement shall not apply to special events approved by the Town which take place on public streets, sidewalks or parking lots or any other public property. Such hours may be established in conjunction with the special event.
- F. Each mobile food vendor shall supply at least one receptacle for waste which must be emptied regularly and removed upon conclusion of hours of operation. Municipal waste receptacles shall not be used.
- G. In addition to signage displayed directly on the vehicle, one sign attached to the ground, or menu board sign, which shall not exceed four feet in height or 8 square feet of surface area. Such a sign shall be placed within ten feet of the mobile food unit or vehicle and must be removed when outside hours of operation.

- H. The sale of alcoholic beverages shall not be permitted by any mobile food vender absent the issuance of the requisite special event permit.
- I. Mobile food vendors are only permitted in the C-1 Zoning District in conjunction with the issuance of a special event permit.
- J. Such a use is also subject to standards of the Buncombe County Health Department as it relates to the permitting, inspection and grading of all regulated food service establishments.

Sec. 36-131. – Multi-tenant development (under 25,000 sq. ft.)

- A. Such a development shall abut an existing major thoroughfare maintained by the North Carolina Department of Transportation or the Town of Weaverville and shall have direct access thereto.
- B. Points of ingress and egress shall be located a sufficient distance from road intersections to minimize traffic hazard, inconvenience and congestion. Additionally, each development shall have a minimum of two such points of ingress and egress to facilitate the safe flow of traffic.
- C. Parking and loading spaces shall be provided as established by Chapter 36, Article VII.
- D. Such facilities with a drive-thru window are subject to additional regulations as defined by drive-thru retail / restaurant.

Sec. 36-132. – Recreational Facilities – Indoor

- A. Such facilities operating in conjunction with a single family dwelling which use is clearly incidental and secondary to the use of the dwelling for residential purposes and which use does not change the residential character of the dwelling shall be permitted as an accessory use or structure of the dwelling unit.
- B. Such facilities operating in conjunction with a school or religious institution as defined herein shall be permitted as an accessory use operating in conjunction with same.
- C. Such facilities operating in conjunction with a Conditional Zoning District, Special Use Permit, Major Subdivision or any other residential development within a residentially zoned district shall be allowed if presently in use or approved with the adoption process for each of the aforementioned forms of development.

Sec. 36-133. – Recreational Facilities – Outdoor

- A. Lighting fixtures for outdoor recreational facilities shall be mounted and aimed so that the illumination falls within the primary playing area and immediate surroundings so that no direct light illumination is directed off site. Lights shall be turned off at the conclusion of any activity.
- B. Such facilities operating in conjunction with a single family dwelling which use is clearly incidental and secondary to the use of the dwelling for residential purposes and which use does not change the residential character of the dwelling shall be permitted as an accessory use or structure of the dwelling unit.



Agenda Items 10-11

Initial Consideration of Zoning Map and Text Amendments Before Town Council

Attached you will find the following:

- **Proposed Language Amending Section 36-358 – Initial Review by Town Council**

Current

Sec. 36-358. - Initial review by the town council.

After its initial consideration of the application, the town council shall refer the request to the planning board for the full review process.

Proposed

Sec. 36-358. – Initial review by town council.

After its initial consideration of ~~the~~ an application for a conditional zoning district or zoning text amendment, town council shall refer the request to the planning board for the full review process as required by state statute. Initial considerations of such applications are intended to provide town council the opportunity to express their preliminary thoughts related to the applications but shall not serve as a final determination on same.

Map amendments which propose a change between two standard zoning districts are not required to go before town council prior to being considered by the Planning and Zoning Board. Such an application for a map amendment may be subject to an initial review by town council at the request of the applicant.



Agenda Items 12-13

Prohibition of Storage or Shipping Containers as Accessory Structures

Attached you will find the following:

- **Proposed Language Amending Additional Standards Placed Upon Accessory Structures**
- **Proposed Language Amending Additional Standards Placed Upon Temporary Uses**



Table of Uses
Proposed

Accessory Structures, permitted with standards in all zoning districts

Miscellaneous Uses	R-1	R-2	R-3	R-12	C-1	C-2	I-1
Accessory Structures	PS	PS	PS	PS	P	P	P
Adult Establishment	-	-	-	-	-	C	C
Agriculture - Commercial	-	-	-	-	PS	PS	PS
Agriculture - Neighborhood	PS						
Crematories	-	-	-	-	-	-	C
Event Center	-	-	-	-	C	C	C
Gaming Terminals						PS	PS
Mixed-Use Building or Structure	-	-	-	C	C	C	-
Noxious Uses	-	-	-	-	-	-	C
Tattoo Parlors	-	-	-	-	-	P	P

Definition:

Accessory structure. A structure that is clearly incidental to and customarily found in connection with a principal building or use, is subordinate to and serves a principal building or use and is subordinate in area, extent and purpose to the principal building or principal use served. An accessory structure must be on the lot on which the principal use is located.

Additional Standards:

Chapter 36, Article V Additional Use Standards, Section 36-139 Accessory Structures

- A. The footprint of accessory structures within any residential zoning district shall not exceed the following maximum footprint(s).

Lot Size	One Structure	All Structures
Less than 1 acre	800 square feet	1,000 square feet
1 to 3 acres	1,200 square feet	1,600 square feet
More than 3 acres	No limit	No Limit

1. The footprint of any structure defined as *dwelling – secondary* shall not be included in the calculation of footprint for accessory structures but such structures shall meet the additional standards established by Sec. 36-124.
 2. The footprint of any accessory structure implemented with any use defined as *agriculture – commercial or agriculture – neighborhood* shall not be included in the calculation of footprint for accessory structures but such structures shall meet the additional standards established by Sec. 36-120 and Sec. 36-121.
- B. Accessory structures shall not exceed 25 feet in height or exceed the height of the primary structure.
 - C. Accessory structures, on a non-corner lot, shall only be located within the side or rear yard of the primary structure and shall only be permitted within the setbacks established by the applicable zoning district.
 - D. Accessory structures, located in the rear or side yard of a corner lot and where such yards are adjacent to the front yard of a neighboring lot, shall plant and maintain a ten foot buffer as defined herein in order to minimize visual impacts, mitigate light and noise trespass and to protect the privacy of neighbors.
 - E. Accessory structures providing common facilities for residential developments, including but not limited to a clubhouse, mail receptacle facilities, pool house, rental or property management office, shall not be subject to the footprint limits established by Sec. 36-139A and location requirements established by Sec. 36-139D.



Table of Uses
Proposed

Temporary Uses, permitted with standards in all zoning districts

Temporary Uses	R-1	R-2	R-3	R-12	C-1	C-2	I-1
Farmers Market	PS						
Mobile Food Vendor	-	-	-	-	PS	PS	PS
Temporary Use	PS						
Storage Container	PS						

Definition:

Storage container. Any container, storage unit, shed-like container or other portable structure that can be or is used for the storage of personal property of any kind and which is located for such purposes outside of an enclosed building other than an accessory building or shed which complies with all applicable building and land use requirements.

Temporary structure. A structure intended to serve a specific event and to be removed upon the completion of that event. This term includes, but is not limited to, bleachers, perimeter fencing, vendor tents/canopies, judging stands, trailers, portable toilets, sound/video equipment, stages, platforms, and other impermanent devices, which do not involve grading or landform alteration for installation, and which are not permanently affixed to the ground.

Temporary use. An activity or use of land which, having met certain requirements and conditions, may be permitted for a period of limited duration, and which may utilize "temporary structures" for the duration of the event.

Additional Standards:

Chapter 36, Article V Additional Use Standards 36-134 Temporary Uses

- A. Temporary uses or structures may be permitted summarily in conjunction with a Special Event Permit issued by the Town Manager as described by Section 16-6 Special Events.
- B. ~~Construction offices and storage containers or facilities may be permitted provided the structure(s) are placed within the setbacks established by the applicable zoning district and a sunset date is established at which the structure(s) shall be removed from the property. Such structure(s) shall be directly related to the development of a lot and shall be permitted via a zoning permit obtained from the Zoning Administrator. When utilized in conjunction with any construction or renovation on the same parcel of land, storage containers shall only remain on the property for the duration of construction.~~
- C. Temporary vendors may be permitted only one structure which may not exceed 1,500 square feet. Temporary vendors operating in the parking lot associated with a primary use must not cause nonconformity with the parking requirements of this chapter. Temporary vendors may only operate in zoning districts in which general retail is also permitted. Those conducting yard sales on a property where they currently reside shall not be considered temporary vendors.
- D. Portable and on demand storage containers located within residential zoning districts are permissible for a period of 14 consecutive days not to exceed two occurrences per calendar year. Said containers are exempt from zoning permit requirement.
- E. Portable and on demand storage containers located within commercial or industrial zoning districts are permissible for a period of 60 consecutive days not to exceed two occurrences per calendar year. Said containers are exempt from zoning permit requirement.