



AGENDA

Tuesday, July 22, 2025: 5:00 PM

Town Council Business Meeting

E.S. Douglass Community Center: 1185 W. Pennsylvania Ave

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. TOWN MANAGER'S COMMENTS

a. Adopt Agenda

4. PUBLIC COMMENTS

5. COUNCIL UPDATES & DISCUSSION

a. Fleet Maintenance Facility

Staff will present updates on this project.

6. CONSENT AGENDA

a. Approve Early Termination of an Interlocal Agreement with Moore County for GIS Services.

The Town and Moore County mutually wish to terminate a five-year agreement made in June of 2023 regarding the provision of certain GIS services no longer necessary due to having transitioned to a new work order system.

b. Approve Meeting Minutes

Staff has prepared the following meeting minutes for approval:

- June 10, 2025, Town Council Business Meeting
- June 24, 2025, Town Council Work Session

c. Revisions to the Fats, Oils, and Grease (FOG) Ordinance

Revisions to Chapter 50 of the Code of Ordinances, Water and Sewer Use, are being proposed to update and clarify the requirements of the Town's Fats, Oils, and Grease policy aka Mandatory Grease Traps.

d. Resolution #1119 - Directing the Clerk to Investigate an Application for Voluntary Annexation AX-02-25

An application has been received for the annexation of 1271 Old US Hwy No. 1.

7. ACTION ITEMS

a. CONSIDER CONTINUANCE TO AUGUST 12: AR-05-25: Architectural Compliance Permit for Pinehurst Hyundai at 1480 US Highway 1

Penney Design Group requests an Architectural Compliance Permit on behalf of Southern Pines Automotive, LLC for a 23,688-square-foot single-story automotive dealership. This item was discussed and continued on June 10. The applicants have requested another continuance to August 12 in order "to give the strongest possible presentation for the Town Council's consideration."

b. Approve RA-01-25: Resolution of Intent to Vacate Right of Way

Bantembo, LLC requests the abandonment of 852 square feet of town right-of-way located at the corner of W. Wisconsin Ave. and S. Bennett St. The property is adjacent to the parcel currently owned by Bantembo, LLC and identified as PIN 858100075283 (PARID 20190227).

c. Consider Re-Naming Pool Park to J. Pleasant Hines Park

Staff is replacing and re-branding outdated signs at various facilities. This initiative prompted discussion on the names of certain parks. At the June 24th Council work session, the Town Council expressed consensus for renaming "Pool Park" in honor of J. Pleasant Hines, the first Mayor of incorporated West Southern Pines. Council directed staff to share this pending change with the community ahead of formal adoption on July 22. A memo is included in the packet that details this outreach.

8. PUBLIC HEARINGS - LEGISLATIVE

a. Planning Department Administrative Fee Revisions

Planning Department staff have prepared revised administrative fees and, in accordance with North Carolina General Statute 160D-805, have provided notice of an opportunity for public comment at the July 22, 2025 Regular Meeting.

b. Z-03-25 Hale Street Cottages (fka Village Walk) Conditional Zoning District

Trevor Hansen of Koontz Jones Design PLLC, on behalf of Moore HL Properties Inc., has submitted a request to rezone five parcels in between SW Service Road and S Hale Street from Office/Service (OS) to Residential Mixed Housing Conditional Zoning District (RM-1CD) with several proposed conditions. The application includes both a rezoning and a Major Subdivision Preliminary Plat. A separate evidentiary hearing will be held on the Major Subdivision Preliminary Plat. The legislative hearing for the Conditional Zoning District was opened at the May 13, 2025 Business Meeting and continued to the July 22, 2025 Business Meeting.

9. PUBLIC HEARINGS - EVIDENTIARY

a. MAPP-01-25: Hale Street Cottages (ka Village Walk) Major Subdivision Preliminary Plat

Trevor Hansen of Koontz Jones Design PLLC, on behalf of Moore HL Properties Inc., has submitted a request for a major subdivision preliminary plat to subdivide +2.86 acres of land into 12 single-family 0.04-acre lots, three four-family 0.08-acre lots, and one common area 2.17-acre lot—a total of 16 lots. This application must be preceded by approval of a Conditional Zoning District.

b. MAPP-02-25: Murray Hill Road Townhomes Major Subdivision Preliminary Plat

Mr. Paul Saathoff of Koontz Jones Design, PLLC, on behalf of On Your Lot, Inc. (Value Build Homes), has submitted a Major Subdivision Preliminary Plat application pursuant to the Town of Southern Pines Unified Development Ordinance (UDO) §2.20. The plat intends to subdivide the two parent tracts into 20 townhomes and 1 single-family dwelling. Per the Moore County tax records, the property is identified as PARID 00052146 and 00048691, which comprise 2.06 total acres.

c. PD-01-25: Tommy's Car Wash Preliminary Development Plan (Morganton Park South)

Bob Koontz, on behalf of Carolina Car Wash, LLC, has submitted a Preliminary Development Plan application pursuant to §2.18.5 of the Town of Southern Pines Unified Development Ordinance to develop an express car wash facility on +1.84 acres situated on the south side of Morganton Road between Patriot Boulevard and Carolina Green Parkway. The parcel is identified as PIN 857100588078 (PARID 98000749) and is owned by MSP Outlots, LLC.

10. COUNCIL ROUNDTABLE

11. CLOSED SESSION

a. Closed Session as authorized in N.C.G.S. §143-318.11(a)(5)

Council will discuss the potential acquisition of real property.

12. ADJOURNMENT



RESOLUTION #####
AUTHORIZING THE USE OF DESIGN-DESIGN BUILD DELIVERY METHOD
FOR THE FLEET MAINTENANCE FACILITY CONSTRUCTION PROJECT

WHEREAS, The State of North Carolina passed Session Law 2013-401 authorizing local governmental entities in North Carolina to utilize the design- build method for construction contracting pursuant N.C. Gen. Stat. § 143- 128.1A; and

WHEREAS, the Town intends to enter into agreements to design & construct, a new fleet maintenance facility in order to provide fleet staff with efficient working spaces and equipment to handle the Towns current and future fleet; and

WHEREAS, North Carolina General Statute § 143-64.31, gives minimum requirements for procurement, with Article 3D addressing procurement of architectural, engineering, and surveying services; and

WHEREAS, due to the nature, size, scope and anticipated time schedule of the Project, the Town of Southern Pines sets forth a design-build construction method for the Project; and

WHEREAS, pursuant to North Carolina General Statute § 143-128.1A(b), “a governmental entity shall establish in writing the criteria used for determining the circumstances under which the design-build method is appropriate for a project, and such criteria shall, at a minimum, address all of the following:

1. The extent to which the Town can adequately and thoroughly define the project requirements prior to the issuance of the request for qualifications (RFQ) for a design-builder.
2. The time constraints for the delivery of the project.
3. The Town’s ability to ensure that a quality project can be delivered.
4. The capability of the Town to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery.
5. The Town will make good-faith efforts to comply with historically underutilized business participation requirements (NCGS 143-128.2, NCGS 143-128.4), as applicable, and to recruit and select small businesses entities.
6. The criteria utilized by the Town of Southern Pines, including a comparison of the advantages and disadvantages of using the design-build delivery method in lieu of traditional construction and bidding methods.

WHEREAS, based upon the Design-Build Criteria and reasons set forth herein, the Town of Southern Pines desires to proceed with the design-build method for the Fleet Maintenance Facility Project pursuant to N.C. Gen. Stat. § 143-128.1A,

1. The Town desires to construct a new Fleet Maintenance Facility that provides for the safe and efficient operations for fleet maintenance activities, is adequately sized for the current fleet and accounts for future growth.
2. Phase I of the project will be completed by June 30, 2026 and Phase II to be completed within 18 months of the completion of Phase I.
3. The Town has experienced staff and adequate resources to assure that a high-quality project can be



delivered by the design-build firm within the requirements as outlined by Council.

4. The Assistant Town Manager and Town Engineer have directly led past design-build projects and will be directly involved with this project.
5. A good-faith effort to comply with historically underutilized business participation requirements (NCGS 143-128.2, NCGS 143-128.4), and to recruit and select small business entities.
6. As a result of a more integrated, fluid and flexible delivery process, the design- build delivery method meets the operational goals established for the improvements, the desired level of quality of the finished product, and is a comparatively more desirable delivery method over traditional construction and bidding methods for the following reasons:
 - a. The traditional design- -build method will allow the Town to work with the designer and builder collaboratively to identify critical cost components of the project and work through solutions prior to beginning construction. This will allow the Town to achieve the highest quality project in the most efficient manner.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southern Pines that:

1. The Town Manager, Town Attorney, Assistant Town Manager, Town Engineer, and/or Assistant Public Works Director are hereby authorized to issue a Request for Qualifications (RFQ) for a design-builder to design, engineer, and construct a fleet building in order to provide fleet staff with an efficient work space that includes necessary equipment for a fleet facility.

Adopted this the 12th day of August 2025 at **Town of Southern Pines**, North Carolina.

✓

Taylor Clement, Mayor

ATTEST:

✓

Elizabeth Robertson, Town Clerk



MEMO

To: Reagan Parsons, Town Manager
CC: Mac McCarley, Town Attorney
From: Nedra Norton, Director of Information Technology & GIS
Date: July 17, 2025
Re: Interlocal Agreement with Moore County – Mobile311 GIS Termination

Background

In December 2022, Town IT Staff contacted Moore County GIS\Information Technology to inquire if Moore County could assist with the temporary hosting of a GIS (geographic information system) web map as we worked toward implementation of a solution to replace Mobile311. Interlocal agreement documentation was prepared under North Carolina General Statute 160A-461 and agreed upon by Town and County Managers, IT and Legal teams. Town IT Staff and Moore County IT Staff worked together to design and test a viable solution. At the March 14th, 2023 Regular Business Meeting Council approved the Interlocal Agreement with County of Moore signed April 18th, 2023 to provide a rest (map) service to support the Town's continued utilization of GIS in Mobile311 until implementation of a new solution was complete. IT Staff and Moore County GIS\IT Staff collaborated to configure and deploy the rest (map) service.

Multiple Town departments have worked together to successfully implement our new Asset Management System as a replacement for Mobile311. Our new system interfaces directly with Town GIS mapping eliminating the need for Moore County to host the rest (map) service.

Staff notified Moore County GIS\Information Technology on June 16, 2025 we had implemented a solution that replaced Mobile311 and no longer needed the County of Moore to provide the rest (map) service.

Moore County has prepared and presented to their Board of Commissioners Resolution and Termination of Interlocal Agreement documentation. County of Moore Board of Commissioners approved the Resolution and Termination of Interlocal Agreement at their July 15th, 2025 meeting.

Consideration

Staff request Manager and Council consideration and approval of the attached Termination of Interlocal Agreement for the immediate termination of the GIS Interlocal Agreement with County of Moore. Mr. McCarley has reviewed the associated documentation providing approval as written.

Attachments

Moore County Resolution and Termination of Interlocal Agreement approved documents dated July 15th, 2025.

Thank you in advance for your consideration.

Best Regards,
Nedra H. Norton



We value an organizational culture that aspires to high-performance. We are hopeful about our future and confident in our ability to overcome challenges together. It's the Southern Pines Way.

**RESOLUTION APPROVING THE TERMINATION OF MOBILE 311 INTERLOCAL
AGREEMENT WITH THE TOWN OF SOUTHERN PINES
MOORE COUNTY BOARD OF COUNT COMMISSIONERS
MOORE COUNTY, NORTH CAROLINA**

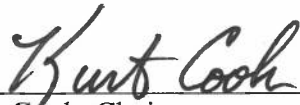
WHEREAS, on April 18, 2023, the Town of Southern Pines and the County of Moore entered an Interlocal Agreement for Moore County GIS to host its web map to facilitate work orders in Mobile 311 utilized by the Town; and

WHEREAS, this service is no longer needed; and

WHEREAS, now the parties agree to terminate this agreement effective the 15th day of July, 2025.

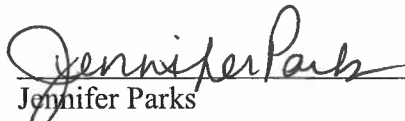
THEREFORE BE IT RESOLVED the Moore County Board of Commissioners approves the termination of the Interlocal Agreement with the Town of Southern Pines effective July 15, 2025 and authorizes the Chair to sign this Resolution and the attached Termination Agreement.

Adopted on this 15th day of July 2025.



Kurt Cook, Chairman
Board of Commissioners

Attest:



Jennifer Parks
Clerk to the Board



TERMINATION OF INTERLOCAL AGREEMENT

This Agreement, made and entered into this the 15th day of July 2025, by and between the Town of Southern Pines, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the TOWN and the COUNTY of MOORE, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the COUNTY;

WITNESSETH:

WHEREAS, the Town and the County previously entered an Interlocal Agreement on April 18, 2023, for Moore County GIS to host its web map to facilitate work orders in the Mobile 311 utilized by the Town; and

WHEREAS, this service is no longer needed; and

WHEREAS, the Town and the County mutually agree to terminate this Interlocal Agreement effective July 15, 2025

IN WITNESS WHEREOF, the Town of Southern Pines has caused this Agreement to be signed in its name by its Mayor, attested by its Clerk, and its Official Seal to be hereunto affixed, and THE COUNTY OF MOORE has caused this agreement to be signed in its name by the Chair of the Board of Commissioners and attested by the Clerk of its Board and its Official Seal to be hereunto affixed, the day and year first above written.

TOWN OF SOUTHERN PINES, NORTH CAROLINA

By: _____
Taylor Clement, Mayor

ATTEST:

Beth Robertson, Town Clerk

****Signatures continue on the following page****

COUNTY OF MOORE, NORTH CAROLINA

By: *Kurt Cook*
Kurt Cook, Chairman
Moore County Board of Commissioners

ATTEST:

Jennifer Parks
Jennifer Parks
Clerk to the Board





MINUTES

Tuesday, June 10, 2025: 6:00 PM

Town Council Business Meeting

E.S. Douglass Community Center: 1185 W. Pennsylvania Ave

1. CALL TO ORDER

Mayor Clement called the meeting to order. The following members of Town Council were present: Mayor Taylor Clement; Bill Pate; Ann Petersen; Debra Gray; and Brandon Goodman.

2. PLEDGE OF ALLEGIANCE

3. TOWN MANAGER'S COMMENTS

Town Manager Reagan Parsons reviewed the agenda.

a. Adoption of Agenda

Mayor Pro Tem Pate moved to adopt the meeting agenda, seconded by Councilmember Petersen; the vote was unanimous.

Motion passed.

4. PUBLIC COMMENTS

No public comments were voiced.

5. PUBLIC HEARINGS

a. AX-01-25: Voluntary Annexation of .54 acres at 490 Stoneyfield Drive

Dennis and Patsy Regan are requesting voluntary annexation of .54 acres that is currently outside of the corporate limits of the Town of Southern Pines. Per the Moore County tax records, the subject property is identified as PIN 858010366607 (PARID 00050142).

Mayor Clement opened the hearing.

Planning Director BJ Grieve presented the request and staff report to the Council.

Dennis and Patsy Regan, applicants, were present.

No public comments were voiced.

Mayor Clement closed the public hearing.

Mayor Pro Tem Pate moved to approve AX-01-25: Voluntary Annexation of .54 acres at 490 Stoneyfield Drive, seconded by Councilmember Gray; the vote was unanimous.

Motion passed.

b. OA-03-24: Landscaping & Tree Protection Amendments

A continuation of a legislative public hearing that began at the November 12, 2024 meeting, was continued for three months at the December 17, 2024 meeting, and that was continued again for three months at the March 11, 2025 meeting, regarding proposed amendments to the UDO.

Mayor Clement opened the hearing.

Planning Director Grieve presented the staff recommendation that, due to pending legislation, the hearing be continued to the September 9, 2025, Town Council Business meeting.

Mayor Clement closed the hearing.

Mayor Pro Tem Pate moved to continue the hearing for OA-03-24 to the September 9, 2025, Town Council Business meeting. The motion was seconded by Councilmember Gray and the vote was unanimous.

Motion passed.

c. Z-04-24 & OA-04-24: Zoning Map Amendment and UDO Text Amendments to Create Two Character Districts

A continuation of a legislative public hearing that began at the November 12, 2024 meeting, was continued for three months at the December 17, 2024 meeting, and that was continued again for three months at the March 11, 2025 meeting, regarding the creation of a Downtown Character District and a West Southern Pines Character District.

Mayor Clement opened the hearing.

Planning Director Grieve presented the staff recommendation that, due to pending legislation, the hearing be continued to the September 9, 2025, Town Council Business meeting.

Mayor Clement closed the hearing.

Mayor Pro Tem Pate moved to continue the hearing for Z-04-24 and OA-04-24 to the September 9, 2025, Town Council Business meeting. The motion was seconded by Councilmember Gray and the vote was unanimous.

Motion passed

d. FY26 Budget

Town Manager Parsons will present the draft FY26 Budget for the second time, prior to requesting adoption later in the evening.

Mayor Clement opened the hearing.

Town Manager Parsons presented the proposed budget to the Council.

Mayor Clement closed the hearing.

6. ACTION ITEMS

a. Request for Adoption of Ordinance #3121 - FY 25-26 Budget, setting an ad valorem rate of \$0.29/\$100 valuation in addition to \$0.80/\$100 valuation in Municipal Service District I (Morganton Park South)

Mayor Pro Tem Pate moved to adopt Ordinance #3121 to adopt the FY 25-26 Budget and set the ad valorem rate at \$0.29, seconded by Councilmember Petersen; the vote was unanimous.

Motion passed.

b. WP-02-25: Watershed Protection Permit for 1.67 acres on Mill Creek Road

Corporation Services Company, on behalf of Mavis Southeast, LLC, has submitted an application for a Watershed Protection Permit requesting 1.67 acres of 5/70 exemption allocation to develop an automotive service center within the Little River Intake No. 2 Watershed. The subject parcel is currently zoned General Business Conditional District (GBCD) and is identified as PIN: 858300274839 (PARID: 20070990).

Planning Director Grieve presented the request and staff report to the Council.

Discussion ensued. The intended construction will result in a Mavis Tire Center.

Councilmember Goodman moved to approve WP-02-05: Watershed Protection Permit for 1.67 acres on Mill Creek Road, seconded by Councilmember Gray; the vote was unanimous. Motion passed.

c. AR-05-25: Architectural Compliance Permit for Pinehurst Hyundai at 1480 US Highway 1

The applicant, Penney Design Group, is requesting an Architectural Compliance Permit on behalf of the legal property owner Southern Pines Automotive, LLC for a 23,688 square foot single story automotive dealership building. The address is 1480 US-1 which is located in the General Business (GB) zone.

Planning Director Grieve presented the application and staff report to the Council.

Lauren Krupsaw of Penney Design Group represented the applicant.

Discussion ensued with the Council being unhappy with the overall design, the lack of brickwork on the front of the building, the request for deviations and the naming of the build as Pinehurst Hyundai when it is to be located in Southern Pines. Council recommends the applicant rework their design. The applicant requests a continuance to the July 22nd meeting.

Councilmember Goodman moved to continue the hearing to the July 22, 2025, Town Council Business meeting, seconded by Councilmember Gray; the vote was unanimous. Motion passed.

7. CONSENT AGENDA

Mayor Pro Tem Pate moved to approve the Consent Agenda, seconded by Councilmember Goodman; the vote was unanimous.

Motion passed.

a. Adopt Ordinance #3136: FY26 Public Works and Utilities Fee Schedule

An update of the published fee schedule based upon the adopted Budget

b. Adopt Capital Project Fund Amendments Ordinances #3122 thru #3144

Adopt necessary changes to various Capital project Funds as a result of having adopted the FY26 Budget

c. Adopt Resolution #1116 Capital Reserve Fund - System Development Fees

Annual Resolution making appropriations to the CRF based on SDF collection estimates for the coming year and adjusted for collections over the previous twelve months.

d. Ordinance #3133 - Amending the Capital Reserve Fund for Water System Development Fees

e. Ordinance #3132 - Amending the Capital Reserve Fund for Sewer System Development Fees

f. Approve Meeting Minutes

Staff have prepared the following minutes for approval:

- May 13, 2025, Town Council Business Meeting Minutes
- May 27, 2025, Town Council Work Session Minutes

g. Adopt Internal Control Policy

Staff requests the adoption of this policy which is need to bring the Town into compliance for using ARPA grant funds from the State.

8. ADJOURNMENT

Upon motion by Councilmember Goodman, seconded by Councilmember Gray and carried unanimously, Council adjourned at 6:49 pm.

Motion passed.

Respectfully submitted:

Elizabeth Robertson, Town Clerk



MINUTES

Tuesday, June 24, 2025: 3:00 PM

Town Council Work Session

**C. Michael Haney Community Room: Southern Pines Police Department
450 W. Pennsylvania Ave**

1. CALL TO ORDER

Mayor Clement called the meeting to order. The following members of Town Council were present: Mayor Taylor Clement; Bill Pate; Ann Petersen; Debra Gray; and Brandon Goodman.

2. PLEDGE OF ALLEGIANCE

3. TOWN MANAGER'S COMMENTS

Town Manager Reagan Parsons reviewed the agenda.

- Add Resolution #1118: Request of the NCDOT Board of Transportation, by the Town of Southern Pines Town Council, to Transfer the Improved Right-of-Ways Representing Pinehurst Ave. and Murray Hill Rd., between US1 and US 15/201, as part of the State System for Future Maintenance.

Discussion ensued, and the Council agreed to the addition.

Asst. Town Manager Roth shared that the Library Advisory Board had met to discuss policy regarding old library fees and, after consulting with Town Attorney McCarley, agreed that effective July 1, 2025, library fees would only be held for 3 years.

4. COUNCIL UPDATES AND DISCUSSION

a. Park Names

Staff is finalizing the details to order new park signs, part of the branding work to replace outdated signs at various facilities. There has been discussion around potentially renaming this park. Staff seeks Council direction on whether to continue using "Pool Park" or if a new name is desired.

Assistant Town Manager Roth shared that several new park signs had been installed with all the park signs to eventually be replaced. Based upon past discussion, a list was distributed of possible new names for what is now called Pool Park.

Staff also suggests that the Morganton Street Park Complex be renamed the Southern Pines Sports Park due to it's encompassing reach and increased use.

Discussion ensued, and the Council agreed to the renaming of the Morganton Sports Complex to the Southern Pines Sports Park.

Discussion ensued, and with all Council members agreeing that the preferred new name should be Hines Park or J. Pleasant Hines Park, Councilmember Petersen requested the final

decision be postponed to the July meeting so that the town's citizens could voice their opinions. Council concurred, and the issue will be placed on the July 22, 2025, agenda.

b. Recycling Program Review

Councilmember Goodman requested a review of the Town's expenditures and revenues for the new recycling subscription, which began January 1. Staff prepared a written summary, which is included in the packet, and can answer questions during the work session.

Assistant Town Roth gave a review of the current status of the Town's Recycling Program, including cost, participation and future expectations.

c. Arts Council Lease

Town Attorney presented a recommended lease agreement to the Council along with hard copies of the latest changes after meeting with the Art's Council representative. . Discussion ensued.

Mayor Pro Tem Pate moved to approve the lease agreement with the Art's Council as amended at today's meeting, seconded by Councilmember Petersen; the vote was unanimous.

Motion passed.

d. Planning Department Update

Planning staff will briefly update the Town Council on agenda items coming in July. Staff will also follow-up on prior discussions about the Planning Department's administrative fees.

Planning Director BJ Grieve presented to the Council a revised table of fees based upon the Council's recommendations.

Discussion ensued.

Director Grieve updated the Council on the Planning Departments current work load and what is anticipated to be on the July 22nd agenda.

5. COUNCIL ROUNDTABLE

Councilmember Gray shared how proud she was of the Town, the Town staff and that she feels the Town is a great place to work for.

Mayor Pro Tem Pate recognized the good work of the Southern Pines Recreation Department and their summer programs and how beneficial those programs are during the summer months for working parents.

Mayor Clement updated the Council on the recent MPO meeting where topics of discussion were the traffic circle in Pinehurst and plans for the multi-modal pathway. Also discussed was the Manager/Mayor meeting in Pinebluff where the topic discussed was proposed State Bills limiting power to local governments. Mayor Clement shared that she attended the Juneteenth celebration at Cardinal Park along with Councilmember Gray.

Councilmember Petersen mentioned attending the Cardinal Park Juneteenth celebration as well. She shared her concerns regarding the area on Ashe St. where trees were removed now looking unkept and feels that the Town should take more care in keeping the right-of-ways landscaped.

Discussion ensued.

Councilmember Goodman stated that moving the Yield sign at Illinois Ave. and Broad St. has improved vehicles properly yielding at that intersection.

The start time of the July 22nd meeting was discussed with some members concerned about the length of the meeting and requesting that the time be moved to earlier.

Councilmember Petersen moved to change the start time of the July 22nd Town Council Business Meeting to 5:00 pm, seconded by Councilmember Gray; the vote was unanimous. Motion passed.

6. ADJOURNMENT

Upon motion by Councilmember Goodman, seconded by Councilmember Gray and carried unanimously, Council adjourned at 4:29 pm. Motion passed.

Respectfully submitted:

Elizabeth Robertson, Town Clerk

MEMO

To: Reagan Parsons, Town Manager
From: James Michel, PE Town Engineer/Assistant Public Works Director
Date: July 18, 2025
Re: Revisions to the Fats, Oils, and Grease (FOG) Ordinance

Revisions are being proposed to Chapter 50 Water and Sewer Use of the Code of Ordinances. The first proposed revision is to section § 50.062 Compliance with County Sewer Ordinance at the recommendation of the Town Attorney. The previous language made specific reference to an old version of the County Ordinance. The revision clearly identifies the original adoption date of the County Ordinance and that all revision to now and in the future are automatically updated.

Original Version

The Moore County Sewer Use Ordinance adopted October 27, 1977, along with Addenda I and II, are hereby adopted as a part of this chapter in their entirety. All sewage discharges will comply with all future modifications of the Moore County Sewer Use Ordinance, to the extent that the Town is required to comply.

Revised Version

The most recent version of the Moore County Sewer Use Ordinance originally adopted October 27, 1977, is hereby adopted as a part of this chapter in its entirety. All sewage discharges will comply with all future modifications of the Moore County Sewer Use Ordinance, to the extent that the Town is required to comply.

The second revision is to § 50.064 Mandatory Grease Traps (A). The previous language included a discrepancy in who was responsible for maintenance of grease traps between the service entity and property owner. The revision clarifies that the user is the responsible party which also corresponds with the County Sewer Ordinance.

Original Version

- (A) All services with the capacity for preparing or processing food, with the sole exception of private, single-family, in-unit, residential units, will be required to install, at their own expense on their own property, a suitable grease trap. The property owner is solely responsible for operating the grease trap. Existing service may delay installation for 60 days after notification by the Director of Public Services and/or Town Engineer to comply with this division (A).

Revised Version

- (A) All users with the capacity for preparing or processing food, with the sole exception of private, single-family, in-unit, residential units, will be required to install, at their own expense, a suitable grease trap. The user is solely responsible for the installation, maintenance, and operation of the grease trap. Existing service may delay installation for 60 days after notification by the Town Engineer or designee to comply with this division (A).

The third revision is to add a new § 50.064 Mandatory Grease Traps (B). The sentence is being added to ensure that the staff has the authority to implement the Town's FOG policy.

- (B) The Town Engineer or designee shall establish the standards and policy for the installation, operation, and maintenance of required grease traps.

The last revision is to § 50.064 Mandatory Grease Traps (C). This paragraph is renumbered to now be paragraph (D). The language is also proposed to be modified to reference the fee schedule that is adopted by Town Council.

Original Version

(C) Grease Trap fees and charges can be found in the fee schedule

Revised Version

(D) Grease Trap fees and charges shall be as established in the fee schedule adopted by Town Council.



ORDINANCE #3137
AMENDING CHAPTER 50, WATER AND SEWER USE OF THE
TOWN'S CODE OF ORDINANCES

BE IT ORDAINED by the Town Council of the Town of Southern Pines, North Carolina, in regular session assembled on the 22nd day of July, 2025, that Chapter 50, Water and Sewer Use of the Code of Ordinances be amended as follows:

Replace § 50.062 Compliance with County Sewer Ordinance with the following:

The most recent version of the Moore County Sewer Use Ordinance originally adopted October 27, 1977, is hereby adopted as a part of this chapter in its entirety. All sewage discharges will comply with all future modifications of the Moore County Sewer Use Ordinance, to the extent that the Town is required to comply.

Replace § 50.064 Mandatory Grease Traps with the following:

- (A) All users with the capacity for preparing or processing food, with the sole exception of private, single-family, in-unit, residential units, will be required to install, at their own expense, a suitable grease trap. The user is solely responsible for the installation, maintenance, and operation of the grease trap. Existing service may delay installation for 60 days after notification by the Town Engineer or designee to comply with this division (A).
- (B) The Town Engineer or designee shall establish the standards and policy for the installation, operation, and maintenance of required grease traps.
- (C) Failure to comply will require the Town to discontinue water and sewer service to the users until the user complies with this ordinance.
- (D) Grease Trap fees and charges shall be as established in the fee schedule adopted by Town Council.

Adopted this 22nd day of July, 2025.

I certify that this ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting of July 22, 2025 as shown in the minutes of the Town Council for that date.

Elizabeth Robertson, Town Clerk



Application for VOLUNTARY ANNEXATION

To the Town Council of the Town of Southern Pines, North Carolina:

1. I/We the undersigned owner(s) of real property respectfully request that the area described in the attached Exhibit A be annexed to the Town of Southern Pines.
2. The area to be annexed is contiguous to the Town of Southern Pines and the boundaries of such territory are described in the attached metes and bounds description, Exhibit A.
3. The area is identified as PIN: 857112855199 ; PARID: 06046830.

Property Owner(s):

Name: TROAT POINT PROPERTIES IV Signature: [Signature]
Address: 115 EVERGREEN COURT PLEASANT NC 28374

Name: _____ Signature: _____

Address: _____

Name: _____ Signature: _____

Address: _____

Name: _____ Signature: _____

Address: _____

(Duplicate this form to add names, addresses and signatures of property owners, as necessary.)

2/11/2025

Christopher Wentland, PLS

Land Surveying - Land Planning

P. O. Box 4316
Pinehurst, NC 28374
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(910)-944-7495 phone/fax
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cdwentland@cdwpls.com

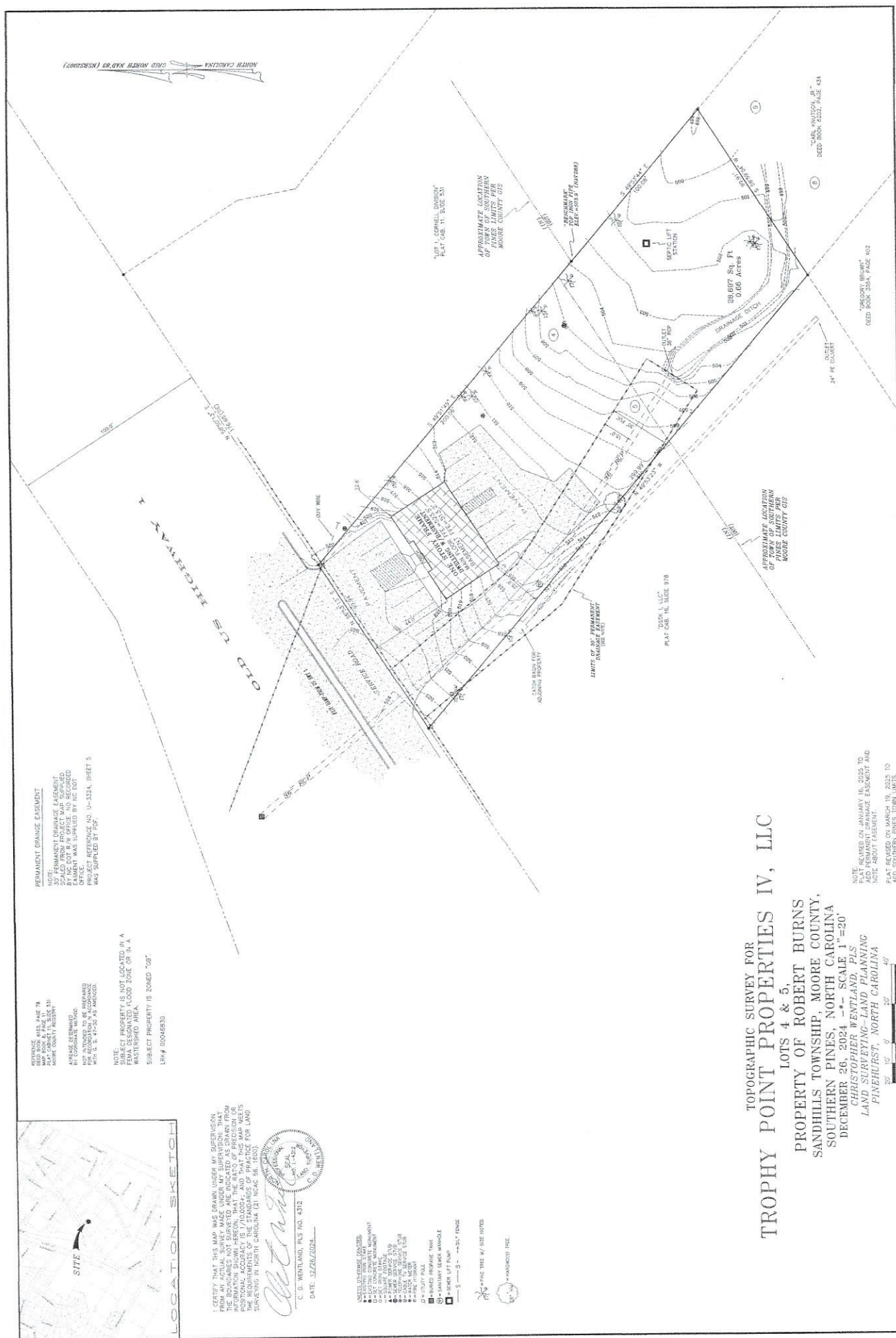


June 24, 2025

Lots 4 & 5, Property of Robert Burns,
1271 Old US Hwy No. 1,
Southern Pines, NC

Beginning at an existing iron pipe in the Southern line of Old US Highway No. 1, the Northeast corner of Lot 4, Property of Robert Burns Division, as recorded in Map Book 8, Page 11, & also being the Northwest corner of Lot 1, Cornell Division as recorded in Plat Cabinet 11, Slide 531; Running thence from the Beginning, as the common line of Lot 4, Burns Division & Lot 1, Cornell Division, S 49°51'49" E 200.06' to an iron pipe; Thence S 49°53'44" E 100.08' to an iron pipe, the common corner of Lot 4 & Lot 9, Burns Division; Thence as the common line of Lots 4 & 5 and 8 & 9, Burns Division, S 56°59'04" W 99.91' to an iron pipe, the common corner of Lots 5 & 8, Burns Division and the corner of the DSSK I, LLC Property as recorded in Plat Cabinet 16, Slide 978; Thence as the line of Lot 5 & the DSSK Property, N 49°53'23" W 299.99' to an iron pipe in the southern line of Old US Highway No. 1, the common corner of Lot 5, Burns Division and the corner of the DSSK I, LLC Property; Thence as the line of Old US Highway No. 1, N 56°53'13" E 99.94' to the Beginning, containing 28,697 square feet, more or less, and being all of Lots 4 & 5, Property of Robert Burns, as recorded in Map Book 8, Page 11 in the Moore County Registry.

“Your First Choice for Surveying in the Sandhills”





RESOLUTION #1119
DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER
G.S. 160A-31
AX-02-25: 1271 Old US Hwy No. 1

WHEREAS, a petition requesting annexation of an area described in said petition was received on June 26, 2025, by the Town Council of the Town of Southern Pines; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Southern Pines deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southern Pines that the Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the result of her investigation.

Adopted this 22nd day of July, 2025.

I certify that this Resolution was adopted by the Town Council of the Town of Southern Pines at its meeting on July 22, 2025, as shown in the Minutes of the Town Council meeting for that date.

Elizabeth Robertson, Town Clerk



PENNEY DESIGN GROUP

July 2, 2025

Southern Pines – PDD
801 SE Service Road
Southern Pines, NC 28387

Re: Southern Pines Hyundai, Southern Pines, NC

Dear Planning & Development Department:

The project team for Southern Pines Hyundai is requesting Continuance, pursuant to Section 2.5.14, to move this project's consideration to the August 12th, 2025, Town Council Session in lieu of attending the July 22nd, 2025, Town Council Session.

As we feel strongly that we would like to continue to pursue this project in the Town of Southern Pines, we would like the additional time to ensure we are able to give the strongest possible presentation for the Town Council's consideration.

We appreciate your patience and understanding.

Sincerely,
Lauren Krupsaw
Penney Design Group, LLC



RESOLUTION #1020
NOTICE OF INTENT TO VACATE SECTION OF TOWN RIGHT-OF-WAY
FOR WEST WISCONSIN AVENUE AND SOUTH BENNETT STREET
RA-01-25

WHEREAS, Bantembo, LLC has submitted a request for the vacation of a section of right-of-way for West Wisconsin Avenue and South Bennett Street;

WHEREAS, G.S. 160A-299 authorizes the Town of Southern Pines Town Council to close any street or public alley within the Town;

WHEREAS, the Town of Southern Pines owns the aforementioned section of right-of-way; and

WHEREAS, the section of right-of-way for which the petitioner has requested vacation is shown on the Town street listing and transportation map; and

WHEREAS, the Town has no current or future plans to improve the section of right-of-way; and

WHEREAS, the existing Town sewer and water lines along the South Bennett Street and West Wisconsin Avenue rights-of-way are not located within the section of right-of-way to be vacated; and

WHEREAS, pursuant to § 2.29.2 of the Unified Development Ordinance, in order for a street or alley to be vacated, the Town Council must adopt a Resolution of Intent to Vacate and hold a public hearing.

NOW THEREFORE, BE IT RESOLVED by the Town of Southern Pines Town Council at its regular business meeting held on July 22, 2025, that:

1. The Town of Southern Pines hereby intends to vacate the section of right-of-way for West Wisconsin Avenue and South Bennett Street as described in the legal description attached hereto as Exhibit A.
2. A public hearing will be held during the regular business meeting of the Town of Southern Pines Town Council on August 12, 2025, at 6:00 PM to consider adopting an Order to vacate the section of Town right-of-way for West Wisconsin Avenue and South Bennett Street as described in the legal description attached hereto as Exhibit A.

Adopted this the 22nd day of July, 2025.

I certify that this Resolution was adopted by the Town Council of the Town of Southern Pines at its meeting on July 22, 2025, as shown in the Minutes of the Town Council meeting for that date.

Elizabeth Robertson, Town Clerk

Resolution #1020
Exhibit A

Beginning at a new iron stake located S 60°51'29" E 14.61' from an existing iron stake in the Southern Right of Way of S. Bennett St., thence S 60°51'29" E 13.72' to an existing iron pipe, thence N 53°28'34" E 65.32' to an existing concrete monument in the Southern Right of Way of W. Wisconsin Ave., thence N 36°31'52" W 12.50' to a new iron stake in the Southern Right of Way of W. Wisconsin Ave., thence S 53°28'34" E 70.97' to the Beginning. Containing 852sq.ft. and being the South Eastern portion of a Deed to the Town of Southern Pines recorded in Deed Book 5469, Page 128.

MEMO

To: Reagan Parsons, ICMA-CM, Town Manager
From: Jessica Roth, ICMA-CM, Assistant Town Manager
Courtney Heaton, Communications Specialist
Date: July 18, 2025
Re: Community Outreach for Pool Park Renaming

Background

Staff has been replacing and re-branding entrance signs, trail wayfinding signs, and similar throughout our parks system. This initiative prompted discussion on the names of certain parks. Recognizing that a name change may be appropriate for Pool Park to better reflect its broader identity and significance, the Town Council discussed options at the June 24th Council work session.

Council expressed consensus for renaming "Pool Park" in honor of J. Pleasant Hines, the first Mayor of incorporated West Southern Pines. Council directed staff to share this pending change with the community before a final vote on July 22.

Community Outreach

Following the June 24th meeting, staff developed and executed a community outreach plan. Two goals were identified:

- 1) inform the community of the pending name change; and
- 2) ask the community to share stories, pictures, and other information about Mayor Hines that could be used to commemorate his role and the reason behind the park's name.

Based on these goals, the following outreach has been completed:

1. *Engage Southern Pines:* A [micro-site](#) was created called "J. Pleasant Hines Park: Celebrating Legacy." This site explains the background of the renaming initiative and includes a timeline of notable steps. It also includes an open discussion board where people can reflect on this name change and share any information about Mayor Hines.
 - o A short link and QR code were developed and used on communications materials to easily direct people to this page at sopinesnc.info/Hines.
2. *News Release:* Staff published a [release](#) on July 2, including information about the Engage site.
 - o The Pilot published [an article](#) on June 24.
 - o The Sandhills Sentinel published [an article](#) on July 2.
3. *Website Home Page:* Staff uploaded the flyer and news release content to the "[Community Updates](#)" section of our home page. Posts to this section prompt email and/or text alerts to individuals who have subscribed to receive home page updates.
 - o As of July 14, there were 122 active subscribers who receive notifications like this. To register for the same, please visit sopinesnc.info/notify
4. *Flyer Posted:* Staff created and posted a flyer at Pool Park and at other locations, like the E.S. Douglass Community Center.
5. *Social Media:* The Town's social media accounts were used to share this update. Attached is a summary that details the online discourse about this topic on both our official and unofficial channels, through July 17. Another post is scheduled for Monday, July 21 to remind the community about the vote in the July 22nd meeting.

Summary of Online Community Sentiment

Public feedback on the Town's official and unofficial channels has been generally positive. Comments have included expressions of historical pride, personal connections, and community interest. The Town uses Zencity for our Engage Southern Pines micro sites and to help monitor online discourse around local topics of interest. We're able to track both our official social media platforms, as well as "unofficial" sources, like The Pilot and Sandhills Sentinel. A summary of the engagement around this particular topic is included.



In response to a photo posted on the Town's social media that showed the pool around 1965, users expressed personal ties to the park. One commenter, Joe Wynn's daughter, shared that she understood her father was the Town's first lifeguard, while another recalled taking swimming lessons with Mr. Wynn. Comments like these highlight the personal connections and generational memories tied to the park.

Staff Recommendation

While online engagement has been fairly limited, it has been thoughtful and suggests a foundation of public support for the name change.

Staff recommends confirming the rename in honor of Mayor J. Pleasant Hines and also incorporating interpretive signage or other on-site storytelling tools to commemorate the park's collective history. This could include information on the first lifeguard and swim instructor Joe Wynn or the Honey Bees Little League team. These elements would ensure that the park's rich, multi-generational significance is preserved and shared, honoring both its neighborhood roots and broader role in the Southern Pines community.



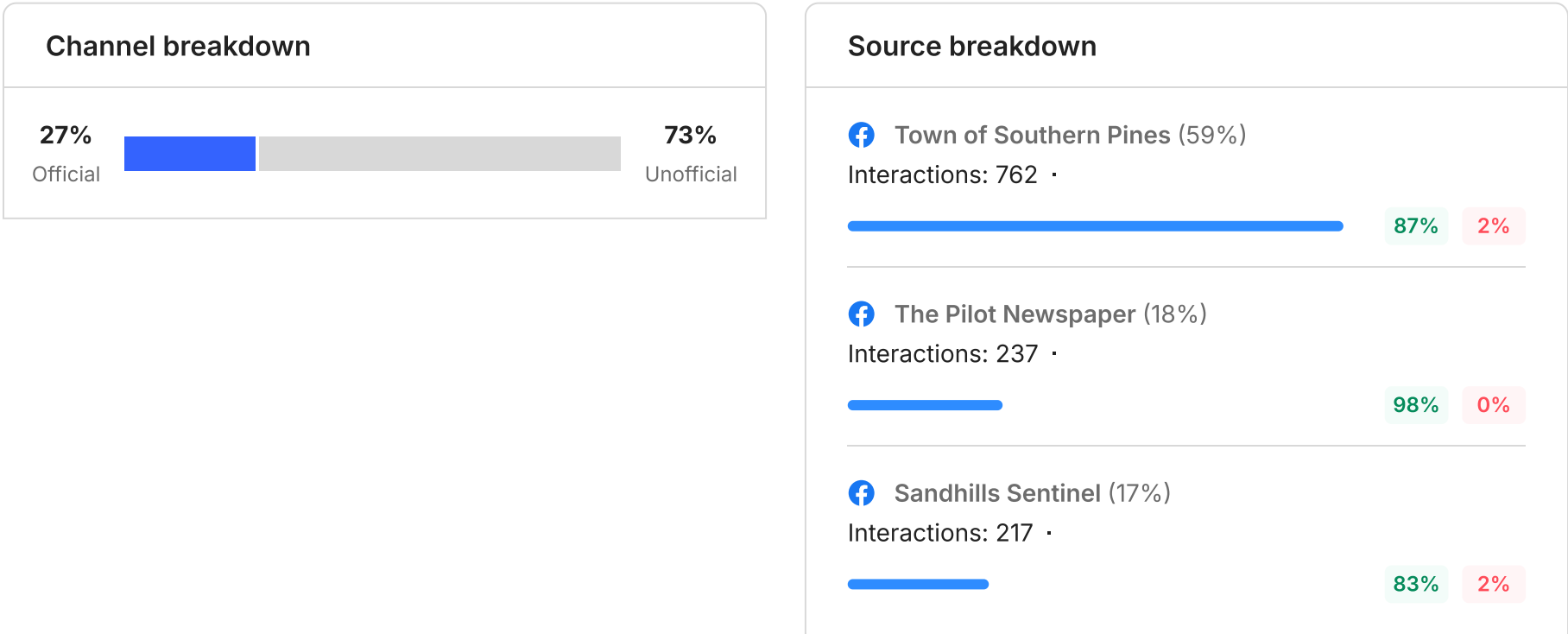
*We respect and celebrate the diverse heritage and people in our community.
It's the Southern Pines Way.*

Pool Park Rename Online Engagement



Where the conversation is happening

Most popular channels and sources



Impressions: 250

Interactions: 3

67%

0%

Town of Southern Pines

Jul 16, 2025

Post

#WayBackWednesday

This incredible photo from the spring of 1960 shows the West Southern Pines Little League team—the Honey Bees—alongside Coach Willie Harrington. These games were played at the field that would late...

2



Impressions: 6,637

Interactions: 60

90%

0%

Town of Southern Pines

Jul 2, 2025

Post

Today's #waybackwednesday takes us to a summer day in West Southern Pines, circa 1965—just the thing to brighten up this rainy day! 🌧️☀️

Pool Park has long been a favorite spot for all ages, and it continues to serve the community today. As part of ongoing...

48

6

5

Interactions: 1

0%

0%

Multiple queries - Southern Pines, NC

Jul 2, 2025

Tweet

The Southern Pines Council is scheduled to vote on July 22 to rename Pool Park in honor of Pleasant Hines, the first mayor of incorporated West Southern Pines.

sandhillssentinel.com/sp-proposes-re...

SP proposes renaming Pool Park to honor J. Pleasant Hines - Sandhills...

Online Publication

Reach: 143,322

Parks

Pool Park Rename X

Arts and Culture X

Parks and Recreat... X

SANDHILLSENTINEL.COM

Jul 2, 2025, 1:42 PM

SP proposes renaming Pool Park to honor J. Pleasant Hines - Sandhills Sentinel

The Town of Southern Pines Council is scheduled to vote on Tuesday, July 22, to rename Pool Park in honor of Pleasant Hines, the first mayor of incorporated West Southern Pines.

The Town is currently updating signage at its parks and public facilities. Pool Park, one of the town's most active and well-loved public spaces, is located in the heart of West Southern Pines, said the Town in a...

Show all



Created By  Zencity

02

Page 29 of 225

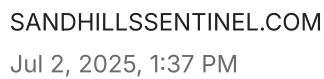
63% 9%



SP proposes renaming Pool Park to honor J....

👍❤️😡 23 ➦ 7 💬 5

Reach: **143,322**

[Show all](#)

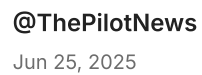
95% 0%



Southern Pines Council Favors Renaming Pool...

  21

0% 0%



Southern Pines Council Favors Renaming Pool...

Online Publication

Reach: 189,857

 Parks

Pool Park Rename X

Parks and Recreat... X

THEPILOT.COM
Jun 24, 2025, 4:53 PM

Southern Pines Council Favors Renaming Pool Park
Southern Pines is dotted with parks, from the playground downtown to the hiking trails at Whitehall tract. As the town works to replace outdated signage, it's also interested in sprucing up a couple of names.



**PROPOSED RENAMING OF
POOL PARK TO
J. PLEASANT
HINES PARK**



**HONORING THE LEGACY
OF WEST SOUTHERN PINES**

**LEARN MORE
& HELP US
TELL THE STORY**



sopinesnc.info/Hines

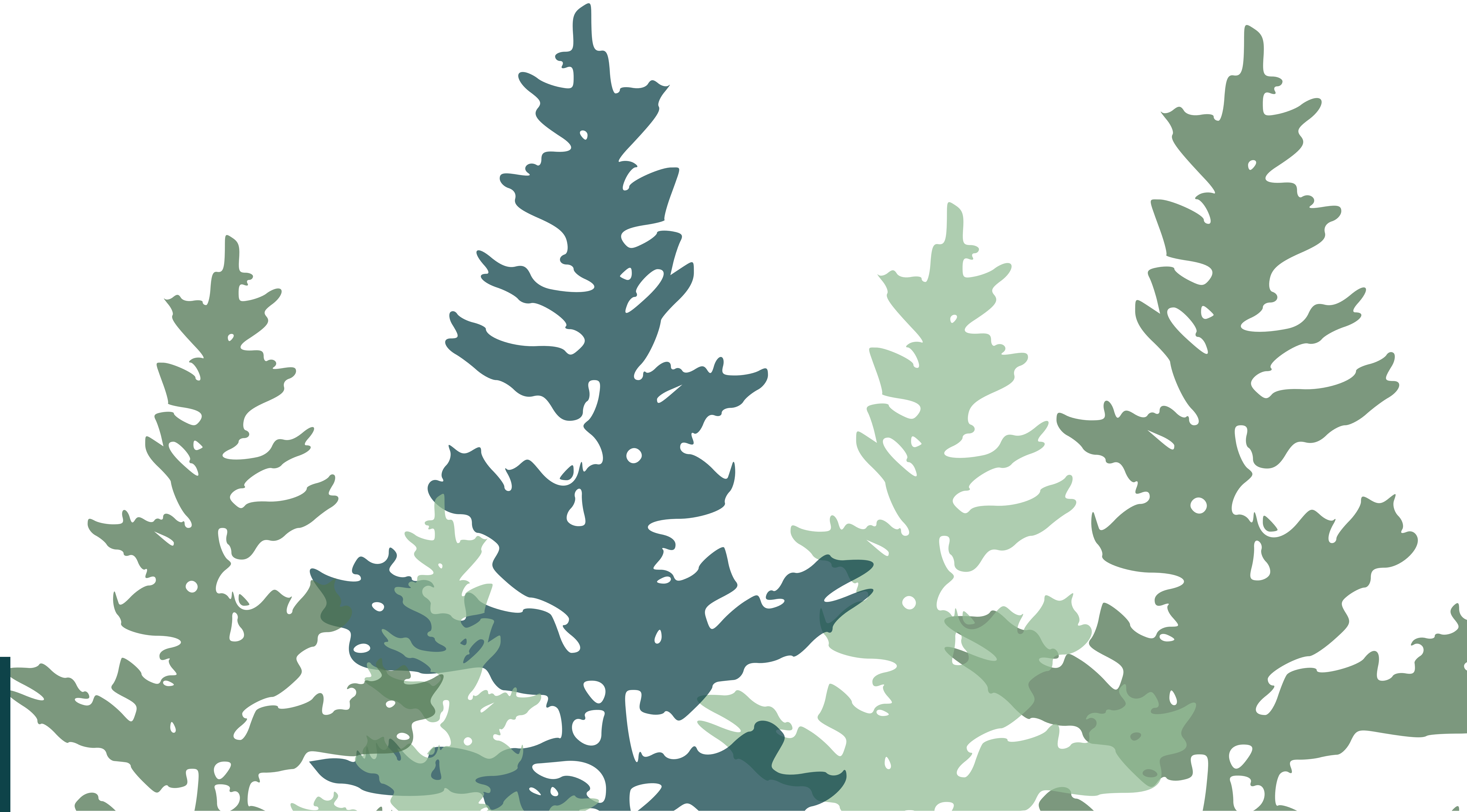


Southern Pines



J. PLEASANT HINES PARK

730 S. Henley St.



POOL & SPLASH PAD

J. PLEASANT HINES PARK

735 S. Stephens St.

3 (Single Sided) 47"x72" 6M Poly Metal-\$475ea+tax
(die cut)





MEMO

To: Reagan Parsons, Town Manager
Cc: Jessica Roth, Assistant Town Manager
From: BJ Grieve, Planning Director
Date: July 22, 2025
Re: Planning Department Administrative Fees

Background

At the February 25, 2025 Work Session, Planning Department staff presented an analysis of actual administrative costs associated with development review and compared it to what is presently charged for administrative fees. In summary, on average across all administrative fees charged by the Planning Department the town is presently recovering about 50% of the actual administrative costs associated with development review. The Department's fees were last updated on June 24, 2019.¹ As a follow-up to that initial presentation, at the May 27, 2025 Work Session staff presented three options for updating administrative fees. Town Council discussed the three options at that meeting and provided additional guidance to staff favoring Option 3 (increase fees pursuant to 23% increase in the Consumer Price Index from 2019 to 2024).

Staff prepared a draft revised fee schedule for the Town Council's consideration and presented it at the June 24, 2025 Work Session. Town Council generally favored the proposed fee revisions and asked staff to provide notice to the public in order to seek public comment, in accordance with North Carolina General Statute (G.S.) §160D-805.

Administrative Fee Revisions

Planning staff have provided notice of the proposed revisions to subdivision and other development fees in accordance with G.S. §160D-805(a)(1) & (2). A notice of the proposed fee revisions was posted prominently on the town website on July 1, 2025 with a link to review the proposed changes, and a notice of the proposed fee revisions was posted in front of the Administration Building at 125 SE Broad Street as well as in the lobby of the Community Development Building at 801 SE Service Road on July 2, 2025 on July 2, 2025.

In order to assist the public who may first learn of the proposed changes when reviewing the meeting materials prior to the July 22, 2025 Business Meeting, a copy of the administrative fee schedule showing proposed changes (as well as margin comments explaining changes) is attached to this memo as ATTACHMENT A.

Planning staff are asking Town Council for further guidance on revisions, or for adoption of the revised fee schedule.

¹ Ordinance #1807

ATTACHMENT A

PLANNING FEES SHOWING ADDITIONS, DELETIONS & ADJUSTED FEES

<u>Description</u>	<u>Current Fee</u>	<u>Adjusted Fee</u>
Maps-Topo and Tax	\$5	
Maps-1 inch=1,000 feet	\$5	
Maps-Town Jurisdiction	\$22	
8.5" X 11"	\$5	
11" X 17"	\$10	
Larger than 11" X 17"	\$25	
Copy of Zoning Ordinance	\$75	
Copy of Subdivision and Land Use Regulations	\$25	
Board of Adjustment - Variance	\$500	\$610
Board of Adjustment - Interpretation of Zoning Map	\$500	
Board of Adjustment - Appeal of a Determination of an Administrative Official	\$500	\$610
Architectural Review - Town Council	\$300	\$370
Architectural Review - Staff	\$100	\$120
Conditional-Special Use Permit	\$1,500	\$1,840
Conditional Use Permit - Major Subdivision <u>Preliminary Plat</u>	\$1,500	\$1,840
- Additional per lot fee	\$25.00	\$30
Zoning Map Amendment	\$1,500	\$1,840
Conditional <u>Use-Zoning</u> District Map Amendment	\$1,500	\$1,840 ¹
Planned Development District - CDP	\$1,800	\$2,210
Planned Development District - PDP	\$1,800	\$2,210
- Additional per lot fee w/ p Preliminary p Plat	\$25	\$30
Planned Development District - FDP	\$500	\$610
<u>Unified Development</u> Ordinance Text Amendment	\$1,000	\$1,230
Comprehensive Plan Amendment	\$750	\$920
Subdivision Review Minor Final Plat	\$150	\$180
Subdivision Review Major Final Plat	\$150	\$180
- Additional per lot fee	\$25	\$30
<u>Subdivision Performance Guarantee</u>		\$170
Exempt Subdivision <u>Survey</u>	\$25	\$30
Historic District Certificate of Appropriateness, Major Works	\$250	\$300
Historic District Certificate of Appropriateness, Minor Works	\$50	\$60

Commented [BG1]: The Planning Department no longer sells maps or makes paper copies for people. When copies of documents are requested from an archived file we scan and email them to people and typically this takes very little time.

Commented [BG2]: "Interpretation of a Zoning Map" is not a unique process set forth in the UDO. The Planning Director position provides interpretations of zoning and those interpretations may be appealed to the Board of Adjustment (see Appeal on next line).

Commented [BG3]: Major Subdivision Preliminary Plats are no longer processed as a Special Use Permit, they are now processed as a stand-alone review process.

Commented [BG4]: The actual average cost to process a Subdivision Performance Guarantee (SPG) when one is submitted with a Final Plat application is \$486 and no fee is presently charged. This \$170 fee recovers the same percentage of the average actual cost to process as a Final Plat (34%), rounded up to the nearest \$10.

Commented [BG5]: An exemption is technically not a subdivision. It is exempt because it does NOT meet the definition of subdivision under the law.

¹ Administrative fee is reduced by 50% for projects located within a Character District zoning overlay.

Zoning Compliance Permit ²	\$50	\$60
Zoning Certification Letter	\$50	
Site Plan Review: Single Lot Residential	\$50	
Site Plan Review - Major (≥ 1 acre)	\$2,000	\$2,460
Site Plan Review - Minor (≤ 1 acre)	\$500	\$610
Site Plan Re-Review - Major (≥ 1 acre) ³ (Charged after 2nd)	\$500	\$610
Site Plan Re-Review - Minor (≤ 1 acre) ³ (Charged after 2nd)	\$150	\$180
Temporary Use	\$250	
Re-review	Previous fee	

Commented [BG6]: Same fee, now just included under "Zoning Compliance Permit" above.

Commented [BG7]: Fee for Temporary Use is reduced to \$60 and moved to Zoning Permit above.

Commented [BG8]: Delete because this is addressed in the UDO when a major amendment to a Development Approval warrants starting over. The way it's written here doesn't clearly explain that so it's just confusing.

² Includes review of residential and commercial Building Permits for zoning compliance, as well as the following types of permits: Temporary Uses or Structures, Special Event, Fence, Sign, Home Occupation, Mobile Food - Vendor, Mobile Food - Property Owner and Sidewalk Café/Street Furniture. Also includes Zoning Verification Letters and Eligible Facilities Requests (cell towers).

³ Charged beginning with third submittal if third submittal is not approved.



ORDINANCE #3137
AMENDMENT TO CODE OF ORDINANCES OF THE TOWN OF SOUTHERN
PINES CHAPTER 32, §32.046

THAT WHEREAS, after notice being duly given in accordance with the law both in a prominent location on the Town of Southern Pines’ website and in a prominent physical location at 125 SE Broad Street and 801 SE Service Road, an opportunity for public comment on increased subdivision and other development fees was provided by the Town Council of Southern Pines, North Carolina at its regular meeting held on July 22, 2025 at 6:00 PM.

NOW THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Town Council of the Town of Southern Pines, North Carolina, in regular session assembled on the 22nd day of July, 2025, that Chapter 32 Planning and Development Department; §32.046 Fees of the Code of Ordinances of the Town of Southern Pines be amended as follows:

Section 1. That fees for the Planning Department set forth in §32.046 of the Code of Ordinances of the Town of Southern Pines are hereby to appear as follows, including footnotes 1, 2 and 3:

<i>Department</i>	<i>Description</i>	<i>Fee</i>
Planning	Board of Adjustment - Variance	\$610
Planning	Board of Adjustment - Appeal of a Determination of an Administrative Official	\$610
Planning	Architectural Review - Town Council	\$370
Planning	Architectural Review - Staff	\$120
Planning	Special Use Permit	\$1,840
Planning	Major Subdivision Preliminary Plat	\$1,840
	- Additional per lot fee	\$30
Planning	Zoning Map Amendment	\$1,840
Planning	Conditional Zoning District Map Amendment	\$1,840 ¹
Planning	Planned Development District - CDP	\$2,210
Planning	Planned Development District – PDP	\$2,210
	- Additional per lot fee w/ Preliminary Plat	\$30
Planning	Planned Development District - FDP	\$610
Planning	Unified Development Ordinance Text Amendment	\$1,230
Planning	Comprehensive Plan Amendment	\$920
Planning	Subdivision Review Minor Final Plat	\$180
Planning	Subdivision Review Major Final Plat	\$180
	- Additional per lot fee	\$30
Planning	Subdivision Performance Guarantee	\$170
Planning	Exempt Survey	\$30
Planning	Historic District Certificate of Appropriateness, Major Works	\$300
Planning	Historic District Certificate of Appropriateness, Minor Works	\$60
Planning	Zoning Permit ²	\$60

Planning	Site Plan Review - Major (≥ 1 acre)	\$2,460
Planning	Site Plan Review - Minor (≤ 1 acre)	\$610
Planning	Site Plan Re-Review - Major (≥ 1 acre) ³	\$610
Planning	Site Plan Re-Review - Minor (≤ 1 acre) ³	\$180

¹Administrative fee is reduced by 50% for projects located within a Character District zoning overlay.

²Includes review of residential and commercial Building Permits for zoning compliance, as well as the following types of permits: Temporary Uses or Structures, Special Event, Fence, Sign, Home Occupation, Mobile Food - Vendor, Mobile Food - Property Owner and Sidewalk Café/Street Furniture. Also includes Zoning Verification Letters and Eligible Facilities Requests (cell towers).

³Charged beginning with third submittal if third submittal is not approved.

Section 2. That this Ordinance shall be and shall remain in full force and effect from the date of its adoption.

Adopted this 22nd day of July, 2024.

I certify that this Ordinance was adopted by the Town Council of the Town of Southern Pines at its meeting on July 22, 2025 as shown in the Minutes of the Town Council meeting for that date.

Elizabeth Robertson, Town Clerk

Agenda Item

To: Reagan Parsons, Town Manager

Via: BJ Grieve, Planning Director

From: James Broadwell, Planner II

Subject: Z-03-25; WP-01-25: Request to Rezone Five Adjoining
Parcels Situated Between SW Service Road and S. Hale
Street from OS to RM-1CD

Date: July 22, 2025

I. SUMMARY OF APPLICATION REQUEST

Trevor Hansen of Koontz Jones Design PLLC, on behalf of Moore HL Properties Inc., has submitted a request to rezone five parcels in between SW Service Road and S Hale Street from Office/Service (OS) to Residential Mixed Housing-1 Conditional District (RM-1CD) with proposed conditions. They have also submitted a Watershed Protection Permit application in conjunction with the rezoning application and a Major Subdivision Preliminary Plat application, subsequent to this rezoning application, to subdivide 2.86 acres of land into 10 single-family detached lots, 12 single-family attached lots, and one common area lot—totaling 23 lots.

II. PLANNING BOARD REVIEW

On April 17, 2025, the Town of Southern Pines Planning Board held a public hearing on application Z-03-25. Planning staff made a presentation on the first version of the plan, named “Village Walk” at that time, and reviewed staff’s seven unresolved issues. Following staff’s comments, Trevor Hansen of Koontz Jones Design/V3, agent for the applicant, made a presentation to the Planning Board and provided an overview of the proposal.

Four members of the public and Bob Koontz, of KoontzJones Design/V3, also spoke during the hearing. Members of the public and the Planning Board discussed concerns with the applicant during the hearing. Those concerns included the high density of development, traffic impacts (access, speed, circulation within West Southern Pines and US-1, and increased traffic and congestion), monument signage that gives the appearance of gateway signage/name of the development, gentrification and affordability, fencing along S Hale Street, building orientation, height limits, setbacks, site lighting, and the conversion of units into short-term rentals.

For traffic concerns, the applicant stated that 174 trips per day were estimated (estimates below 200 trips per day do not require a traffic analysis study). For signage concerns, the applicant said that the scale of monument signs was needed for visibility from the high-speed highway, but understood the concern regarding the community’s heritage, the

proposed name, and scale of the signage. On gentrification and affordability, the applicant stated that they intend to integrate different housing types to encourage missing-middle housing options that fit within the community’s character.

After closing the hearing, the board discussed public concerns and applicant comments. A motion was made that the proposed Conditional Zoning District is consistent with the 2040 Comprehensive Plan and the criteria under UDO §2.17.9—for the reasons set forth in Attachment 1 of staff report Z-03-25, and as modified during board discussion; the board then recommended approval of Z-03-25 to the Town Council with 11 considerations. The motion carried by a vote of 6-1, with Ms. Wade dissenting. The board’s 11 concerns reflect what they believed were issues not adequately addressed by the applicant, which are listed in the Planning Board’s Resolution in Attachment 1 of this staff report.

III. APPLICATION CONTINUANCE AND REVISIONS

Following the April 17, 2025 Planning Board meeting, at the May 13, 2025 Town Council meeting, the applicant opted to continue the Z-03-25, WP-01-25, and MAPP-01-25 files for 60 days. Prior to the meeting, the applicant conducted a thorough feasibility analysis of the “Village Walk Cottage Court” development plan and concluded that it was not economically viable to move forward with. Moreover, the applicant understood that notable changes would be necessary to address the concerns raised in the Planning Board resolution.

The applicant subsequently worked with town staff to craft changes that would address the Planning Board resolution concerns, make the project economically viable, and remain consistent with community character. The resultant plan following these revisions is the **“Hale Street Cottages” Conditional Zoning District**, which involves a reduction in unit count from 24 to 22. The unit types proposed with this plan are only single-family detached and single-family attached units. This staff report and its attachments capture the elements and clarifying details of the Hale Street Cottages plan.

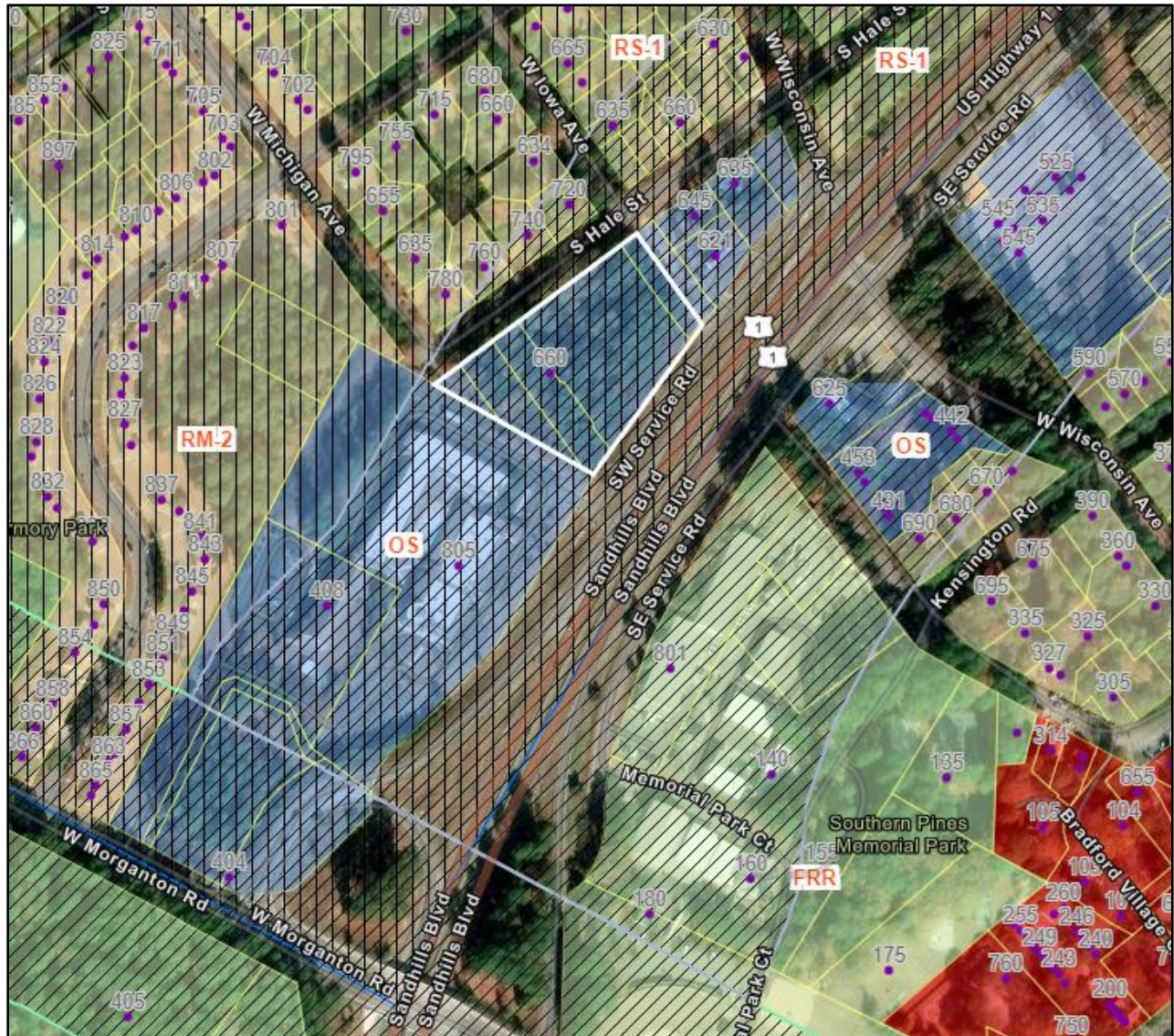
IV. PROJECT INFORMATION

A. Physical Addresses	B. Property	C. Authorized Agent
660 SW Service Rd	Owner/Applicant	Trevor Hansen
<u>PARIDs:</u>	Travis Greene	Koontz Jones Design,
• 96000398	Moore HL Properties,	PLLC/V3
• 00039171	Inc	140 Applecross Rd, Ste B
• 00033309	55 Walnut Creek Rd	Pinehurst, NC 28374
• 00039172	Pinehurst, NC 28374	
• 20190151		

D. Existing Zoning

The subject property is presently zoned Office Services (OS); it's also within the Urban Transition Highway Corridor Overlay (HCO), the West Southern Pines Overlay (WSPO), and the High-Quality Watershed (see figure 1 below). The HCO calls for specific highway-development standards, like a highway yard buffer and increased building setbacks. Given the property is within the High-Quality Watershed, a 5/70 exemption allocation approval must accompany this Conditional Zoning application, if approved.

Figure 1. Zoning Vicinity Map (Subject Property Outlined in White). Hashed lines represent the HCO.



E. 2040 Comprehensive Plan Designation for General Framework, Conservation and Development, and Character Districts

General Framework Map Designation: Area to Enhance. These areas include established residential neighborhoods that are stable, but should consider small-to-medium improvements. Any proposed changes to properties should be sensitive to the uses, densities, location, character, and views from surrounding areas.

Conservation and Development Map Designation: Neighborhood. New development should provide different home types on different lot sizes that vary enough to provide a range of home choices in the same neighborhood. New development should consider “missing middle” home choices—such as duplexes, quadplexes, townhomes, or cottage courts. New neighborhoods should also include a connected network of open space throughout the site. The “Map Category Crosswalk” is shown on the 2040 Comprehensive Plan pages 62 to 63, which includes RM-1 zoning as an appropriate rezoning category.

Character District Map Designation: West Southern Pines (WSP). The WSP Character District predominantly contains buildings oriented toward a gridded street network. Mature trees, narrow streets, and low-profile homes on small lots is characteristic of the character district. Single-family detached homes on small lots, courtyard cottages, and townhomes are all considered appropriate residential building types in the WSP Character District. Development should prioritize infill, mix of uses, buildings one to three stories tall, and walk-bike-auto-bus orientation.

F. Applicant’s Proposed Zoning District and Conditions

The development is intended to be a mixed-housing community with shared common areas owned by a homeowners’ association. The applicant’s rezoning request is to Residential Mixed Housing-1 Conditional District (RM-1CD), with RM-1 being the town’s highest-density mixed residential option. The applicant’s narrative states that 10 single-family detached units (LBCS 1111) and 12 single-family attached units (LBCS 1112) are proposed.

Since the Planning Board, staff convened in a TRC meeting on June 10, 2025 to review the proposed conditions and site plan changes, corresponded with the applicant about the Planning Board’s and the public’s concern, and recommended adjustments to achieve the best overall design. The updated list of conditions addresses the Planning Board’s and the public’s concerns, development standards, building design, access, landscaping and existing vegetation, open space, and homeowner’s association responsibility. The applicant’s newly proposed 27 conditions can be found in attachment 5 and in figure 2 below:

Figure 2. Applicant Provided List of Conditions.

Development Standards (Deviations from RM-1 Standards)	
1. Land uses shall be limited to LBCS 1111 single-family detached residences and LBCS 1112 single-family attached residences. 2. The subject property is within the Watershed Protection Overlay District. 2.86 acres of 5/70 exemption allocation shall be granted with the Hale St Cottages conditional zoning application, Z-03-25. 3. Single-family attached townhome lots 11-16 shall be permitted to have up to three (3) stories and may exceed the Town’s RM-1 District maximum building height from forty (40) feet up to forty-five (45) feet. 4. Single-family attached townhome lots 17-22 shall be permitted to have up to two (2) stories and will not exceed the Town’s RM-1 District maximum building height of forty (40) feet. 5. There shall be no minimum lot size. 6. Single-family detached lots shall have a minimum lot width of 40’. 7. Single-family detached lots shall have a minimum 15’ front setback, 5’ interior side setback, and 25’ rear setback. 8. Within the single-family detached lots, accessory dwelling units shall be allowed to encroach into the rear setback up to 10’. a. Accessory dwelling units up to fifteen (15) feet in building height shall be allowed to encroach the full ten (10) feet. The setback encroachment shall be reduced by two (2) feet for every for every one (1) foot of height for accessory dwelling units exceeding fifteen (15) feet in height. 9. Single-family attached units along the SW Service Rd and US Hwy 1 shall have a 10’ side setback and 25’ rear setback. 10. Single-family attached lots/units fronting the SW Service Rd right-of-way shall permit an Urban Transition Highway Corridor Overlay building setback reduction from 75’ to 50’.	
Architecture	
11. Single-family detached cottages and single-family attached townhomes will generally reflect the architectural style shown in the included elevation Exhibits. 12. A minimum of four (4) of the ten (10) single-family detached homes facing Hale St will be 1.5 story units.	

Streets and Access

13. The main entrance to the site shall be provided by a shared private driveway from the SW Service Road.
14. The shared private drive shall have a 20' minimum width.
15. The SW Service Rd Entrance shall serve as the main construction entrance for the site during construction. Construction traffic shall not be allowed onto Hale St except the installation of project critical items that require work on the street.

Garages and Parking

16. For the single-family detached residences, a maximum of two (2) parking spaces shall be provided within a garage, car port, and/or surface spaces or combination of.
17. For single-family detached lots with an accessory dwelling unit, one (1) additional parking space shall be allowed. The additional parking space shall be contained within the lot on a hardscape surface off the shared rear driveway.
18. For the single-family attached townhome lots 17-22, a maximum of two (2) surface parking spaces shall be provided.
19. For the single-family attached townhome Lots 11-16, a maximum of two (2) parking spaces shall be provided as either two (2) surface parking spaces, or one (1) surface parking space and one (1) attached-garage space.

Landscape Buffers

20. The Highway yard buffer along the SW Service Rd shall be 50' in width and require an HOA controlled and maintained landscape easement. The 30' of width outside of the sewer easement shall be a vegetated buffer per the Town's buffer requirements, Section 4.3.4. The 20' of width within the sewer easement shall be vegetated with a native grass seed mix.
21. Within the 50-foot highway yard buffer, any existing mature trees shall be retained and protected, as is practicable considering utility placement, grading, driveway, SW Service Rd entrance, and stormwater structures.
22. Side yard landscape buffers shall be 20-25' in width and be allowed to meander outside of required buffer widths to obtain required calculations. Areas outside the sewer easement shall be a vegetated buffer per the Town's buffer requirements, Section 4.3.4. Areas within the sewer easement shall be vegetated with a native grass seed mix.
23. In tighter areas where there is limited space for required plantings, "double counting" of landscape buffer large trees and street trees shall be allowed.
24. Buffer areas within utility easements may be revegetated with native wildflower seed mix.

Stormwater

25. Stormwater management for the site shall meet pre/post requirements and be conducted via a combination of rain gardens, depressions, bioswales, underground cisterns, and/or retention ponds on each lot, within the common open space, or a combination of the two.

Existing Mature Tree Preservation

26. All existing trees, 10-inch diameter and greater, shall be retained within the subject property that do not interfere with the following project elements:

a. Building footprints

b. Vehicular access alleys, driveways, and parking spaces

c. Utility installation

d. Essential site grading

- Trees identified by the developer and confirmed by Town Staff during site plan review as necessary for removal due to one of the approved reasons noted above may be removed.
- Trees identified by the developer as unhealthy and at risk of dying, to be confirmed by the Town's Arborist during site plan review, may be removed.
- Town staff will verify tree protection fence installation for trees counting toward existing vegetation credit under UDO §4.3.13; the developer may request a reduction in tree protection fence radius if needed, and Town staff shall grant these requests if the Town Arborist finds it will not significantly affect tree health and viability.

27. All existing trees within the Hale St right-of-way that do not interfere with project access and utility installation shall be retained.

Figure 3. Imagery of the Subject Parcels (Facing South).



Figure 4. Site Plan for the Previously Proposed Z-03-25 Design, “Village Walk.”



Figure 5. Site Plan for the Current Proposed Z-03-25 Design, “Hale Street Cottages.”

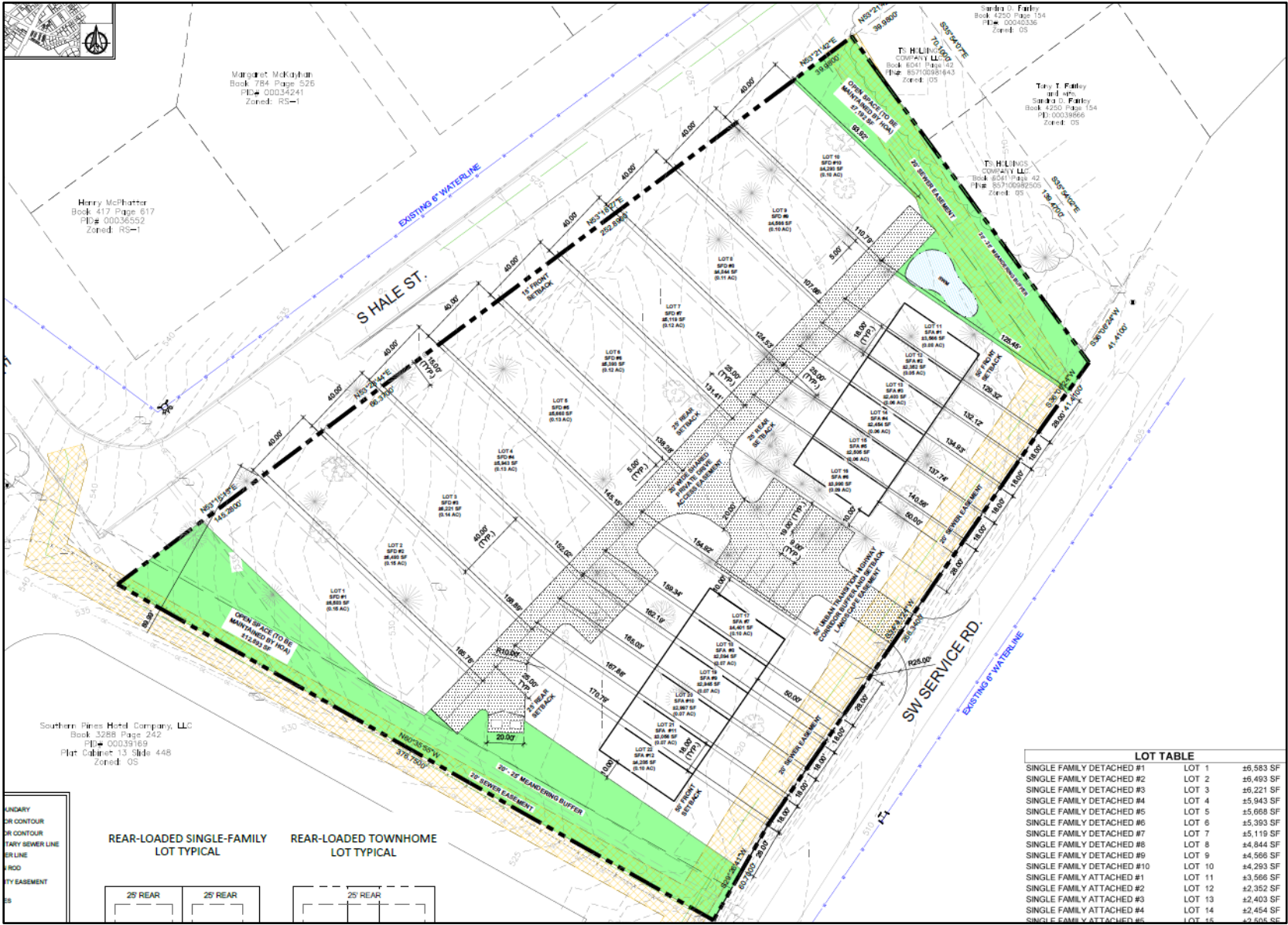


Figure 6. Planning Board Resolution List of Concerns and Subsequent Remedies.	
Insufficient commitment to retain the existing trees for the 30-foot buffer along SW Service Road, which would help preserve community character.	Addressed in the applicant's conditions #21 and 26.
Fencing along S Hale Street is inconsistent with Comprehensive Plan Policy 7.2 and UDO §4.7(C), which discourages fences in front yards, and should be at least 60% transparent.	Fences on S Hale Street have been removed from the plan.
Courtyard-oriented (rather than S Hale Street-oriented) homes are inconsistent with Comprehensive Plan Policy 7.2. The Board recommends front-facing façade along S Hale Street or, alternatively, two-sided architecture (i.e., one façade facing S Hale Street and a second façade facing the interior courtyard).	Courtyard-orientations are no longer used and homes are now front-facing along S Hale Street.
There is no commitment to place the proposed 1.5-story homes with dormer along S Hale Street, which would be more consistent with the low-profile of homes within the West Southern Pines character district.	Applicant added a minimum of four 1.5-story homes in condition #12.
Monument signs along S Hale Street and SW Service Road are not consistent with the WSP Character District or the UDO, and should be limited to up to two four-foot pole-mounted ground signs.	Applicant has removed signage.
Side and Highway yard buffer planting locations should meander in all cleared areas on each side (as shown in Figure 7) considering an existing 20' sewer utility easement crossing the property lines, the proposed vehicle use areas (VUA) abutting the buffer, and proposed fences and building locations.	Concern is addressed in the applicant's conditions #20-24.
Inadequate looping of water main lines throughout the site. The conceptual utility plans should be updated.	The new site layout will not present a water looping issue.
Traffic (i.e., patterns, congestion, and safety) impacts within West Southern Pines and along U.S. Highway 1.	Development intensity does not trigger a traffic study.
Impacts on existing infrastructure, especially water pressure.	See report section V.(D)3.
"Village Walk" as a development name is not consistent with the heritage of West Southern Pines.	Now "Hale Street Cottages"
Quadplexes would preferably be for-sale condominiums rather than rental properties to encourage long-term residents.	Quadplexes are no longer part of the design.

V. STAFF REVIEW

1. Application Review Dates

Pre-Application Meetings: **November 2023** and **October 2024**

Application Submitted: **March 10, 2025**

Application Deemed Complete: **March 17, 2025**

Updated Materials Submitted: **April 2, 2025**

Updated Materials Submitted: **May 2 and 5, 2025**

Technical Review Committee Meeting: **March 18, 2025**

Planning Board Public Hearing Notice

Publication: **April 2, 2025** and **April 9, 2025**

Mail: **March 28, 2025**

Signage: **April 1, 2025**

Internet: **March 27, 2025**

Planning Board Agenda Meeting: **April 10, 2025**

Planning Board Public Hearing: **April 17, 2025**

Town Council Public Hearing Notice

Publication: **April 30, 2025** and **May 7, 2025**

Mail: **April 25, 2025**

Signage: **April 1, 2025**

Internet: **April 24, 2025**

Town Council Legislative Hearing (continued): **May 13, 2025**

New Site Plan and Conditions submitted: **May 30, 2025**

Technical Review Committee Meeting (revised plan): **June 10, 2025**

Updated Materials Submitted: **July 7, 2025**

Updated Materials Submitted: **July 11, 2025**

Town Council Legislative Hearing: **July 22, 2025**

2. Process and Standards of Review

UDO §2.17.9¹, Criteria for Zoning Map Amendments, and UDO §2.17.11, Conditional Zoning Districts, cover the procedures for review and approval of a Conditional Zoning District. The criteria for compliance with a Zoning Map Amendment are found in UDO §2.17.9 and apply to the review and approval of this Conditional Zoning District.

Additionally, UDO §2.17.11(G) notes that “in approving a petition for the reclassification of property to a Conditional Zoning district, the petitioner, Planning Board and the Council may propose specific conditions to approval of the petition, but only those conditions approved by the Council and consented to by the petitioner in writing may be incorporated into the Conditional Zoning district.”

¹ When reviewing an application for rezoning, the hearing bodies (Planning Board and Town Council) shall consider the criteria as set forth in UDO §2.17.9. Furthermore, additional standards are expected of a Conditional Zoning District—a reclassification of property subject to specific conditions that ensure compatibility of the use with the use and enjoyment of neighboring properties—such as the one being proposed by the applicant. Conditional zoning is voluntary.

3. Compliance with UDO §2.17.9, Zoning Map Amendment Criteria.

A Conditional Zoning District may only be permitted if the applicant demonstrates consistency with the following eight criteria (A through H). Below are staff comments regarding the applicant's consistency with each:

(A) **Consistency.** *Rezoning shall be consistent with the adopted Comprehensive Plan.*
and

(E) **Public Policy.** *Certain public policies in favor of the rezoning may be considered. Examples include a need for affordable housing, economic development, mixed-use Development, or sustainable environmental features, which are consistent with neighborhood, area, or specific plans.*

Missing-Middle Housing. See “2040 Comprehensive Plan designation for General Framework, Conservation and Development, and Character Districts” above for more information. The SW Service Road and S Hale Street area is anticipated to provide missing-middle housing on varying lot sizes that include connected networks of open space sensitive to the uses, densities, location, and character of surrounding areas. The proposed Conditional Zoning District allows both single-family detached dwellings—similar to its surroundings—and townhomes at a little under double the density of the existing blocks within the surrounding area; these uses at the proposed density are consistent with Comprehensive Plan policies 7.1 and 7.5—support housing diversity and workforce housing in the community.

Tree Preservation. The project also aims to maximize tree preservation throughout the site, as a significant number of mature trees are present, especially along S Hale Street (see figures 3 and 7). The applicant's condition #26 (see figure 2 above) will retain all trees, 10-inch diameter and larger, that do not interfere with building footprints, vehicular access and parking, utility installation, and essential site grading. Trees along S Hale Street, in the buffers, and in the open space will be prioritized for preservation. This condition well aligns with Comprehensive Plan policies 4.9 and 4.10—preserve natural character and minimize tree loss during development.

Figure 7. Mature Trees Along S Hale Street and Internal to the Site.



WSP Character District and Architectural Design. The applicant has provided renderings of the proposed detached and attached home types (see figure 8 below and attachment 9). The designs are more consistent with the surrounding neighborhood than the previously proposed designs (under “Village Walk”); the applicant has also committed to constructing at least four of the 10 detached units with the “1.5-story design” (see condition #12), which the public noted as more consistent with the WSP Character District during the Planning Board hearing. With the applicant’s inclusion of this condition, and that the construction will generally follow the provided renderings (condition #11), staff assess the development design will generally conform to surrounding character.

Figure 8. Applicant-Provided Architectural Renderings.



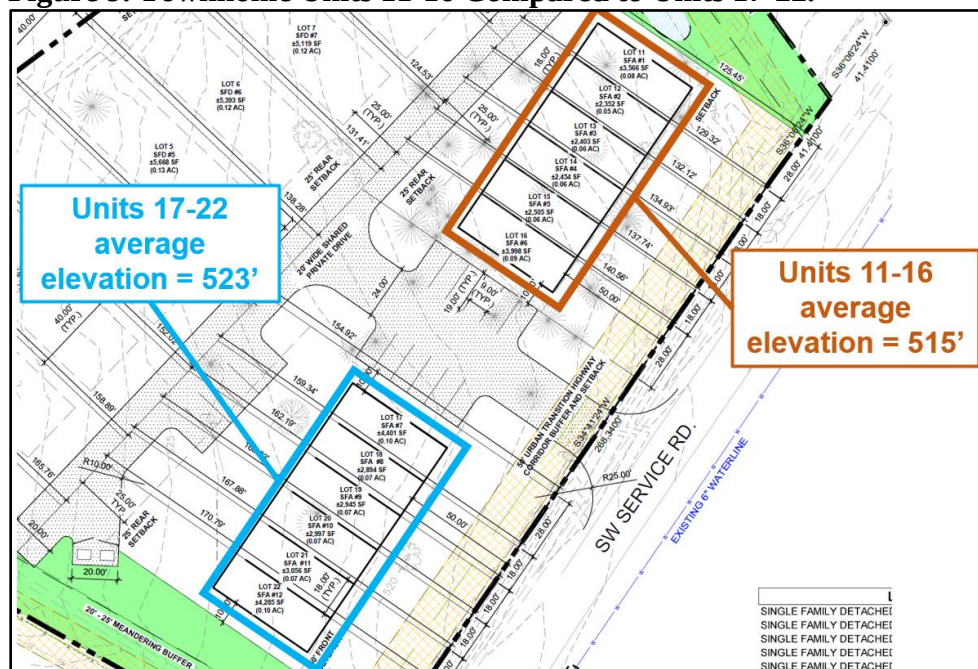


An additional noteworthy design factor is the variation in standards between townhome units 11-16 and 17-22, as noted in conditions #3 and 4.

- **Units 11-16** are at a lower elevation (approx. 515-feet) and have less space available for surface parking. For that reason, the applicant has requested the ability to build up to 3 stories, with a 45-foot height limit, and to use a combination of garages on the ground level and surface parking, with two parking spaces allocated per townhome unit.
- **Units 17-22** are at a slightly higher elevation (approx. 523-feet) and have more space for surface parking. For that reason, the applicant has not requested the 3-story and 45-foot max height deviation. These units will only be built up to 2-stories, with a 40-foot height limit, and will have two surface parking spaces per townhome unit.

Staff find that, given the changes in topographical elevation and the comparative less space surrounding units 11-16, the applicant's conditions #3 and 4 are reasonable and optimize the use of the site. Moreover, the increased height would compensate for the drop in elevation—giving a more congruent construction appearance when viewed from the highway area.

Figure 9. Townhome Units 11-16 Compared to Units 17-22.



Finally, staff find that the applicant could enhance their condition #11 by including a commitment to use a specified percentage of durable materials on unit facades, like brick or stone. However, staff do not find that including such a commitment to be an essential part of criteria A and E.

Accessory Dwelling Units. The applicant's proposed conditions #8 and #17 include provisions for Accessory Dwelling Units (ADU)—most notably that they may encroach up to 10-feet into the rear setback, shall include one additional parking space within the corresponding lot, and shall have a maximum height of 15-feet if encroaching into the setback the full 10-foot distance. Additionally, the condition states that height may increase one-foot for every two-feet pushed back towards the setback line (example: an 8-foot encroachment may build at a 16-foot max height). Otherwise, the ADUs will follow the standards outlined in UDO §5.2.

The applicant communicated on July 9, 2025 that these ADU deviation provisions intend to establish rules unique to this Conditional Zoning District so that ADUs can feasibly be built in the future. The project developer intends to build ADUs only if an identified homebuyer requests one; otherwise, the applicant intends simply to establish these rules so future homebuyers can build ADUs if desired. Without the ability to encroach into the rear setback, constructing ADUs on the detached lots would be challenging. Staff find these deviations are consistent with Comprehensive Plan policies 7.1 and 7.5, as ADUs are an effective means of providing attainable, infill housing. Additionally, the setback to height ratio proposed in the applicant's condition #8 is consistent with an existing accessory building provision found in UDO Exhibit 4-1; therefore, staff do not find any issues with the framework.

In conclusion, given the well-thought changes to the site plan and conditions list, and the plan's consistency with Comprehensive Plan policies 7.1, 7.5, 4.9, and 4.10, staff assess that the development plan is consistent with the Comprehensive Plan and §2.17.9 criteria A and E.

*(B) **Adverse Impacts on Neighboring Lands.** The Hearing Body shall consider the nature and degree of an adverse impact upon neighboring lands. Lots shall not be rezoned in a way that is substantially inconsistent with the uses of the surrounding area, whether more or less restrictive. The Town finds and determines that vast acreages of single-use zoning produces uniformity with adverse consequences, such as traffic congestion, air pollution, and social alienation. Accordingly, rezonings may promote mixed uses subject to a high degree of design control.*

Highway Yard Buffer. The subject property is located in the Urban Transition Highway Corridor Overlay (HCO), which requires a 50-foot highway yard buffer. An existing 20-foot-wide sewer easement traverses the subject property's highway yard and side yard buffers, and a Duke Energy power utility easement traverses the highway yard buffer (overlapping with the sewer easement) (see figure 5). Both will limit the buffer planting rates that are prescribed in UDO Exhibit 4-4. To mitigate this, the applicant has proposed conditions #20-24; they will require the planting of native grass and wildflower seed mixes in the 20-foot sewer easement, and plant according to the UDO Exhibit 4-4 buffer planting standards everywhere else in the highway yard and side buffer widths.

Additionally, the 50-foot highway yard buffer entirely falls within the private yards of the future townhome owners. For that reason, staff recommended annotating on the site plan and conditions list a landscaping easement to ensure the buffer plantings remain in perpetuity and fall to the HOA's responsibility. The applicant made the adjustments (see condition #20 and attachment 4), and the landscaping easement also reflects in the development's HOA covenants (see attachment 10). Given the intensity of the US-1 traffic adjacent to the proposed townhomes, staff find maximizing the highway yard buffer to be a vital aspect of this development plan.

Parking and Access. Parking within WSP Character District is envisioned to be on-street parking, public lot parking, or driveway access. With the site plan's reconfigured parking and access plan, future residents will use a shared access easement, managed by the HOA, to access both the single-family detached homes and the townhomes. The rear-loading design means that no required parking will access off of S Hale Street. All allocated parking, surface and garage spaces, will access via SW Service Road, and each unit will have two corresponding parking spaces (see figure 5). Staff find that this design conforms to the character of the wider neighborhood, and does not present an adverse impact on neighboring lands.

Stormwater Control. The subject property's topography shows that stormwater will drain generally from west to east, and ultimately into the 30-inch drainage pipe on SW Service Road and the 36-inch drainage pine on US-1. Before connecting to

this infrastructure, the applicant has shown they'll first meet stormwater control requirements via a combination of rain gardens, depressions, bioswales, underground cisterns, and/or a small retention pond. Given the creative stormwater control design and robust NCDOT drainage pipe system the site internal system will connect to, staff do not find that stormwater will pose an adverse impact to neighboring lands.

With the applicant optimizing buffer effectiveness, given the constraints of existing easements, and sufficiently accounting for vehicular access and stormwater control, staff do not find any significant adverse impacts on neighboring lands; therefore, the application is consistent with this criterion.

(C) Suitability as Presently Zoned. *The Hearing Body shall consider the suitability or unsuitability of the Tract for its use as presently zoned. This factor, like the others, should be weighed in relation to the other standards, and instances can exist in which the land may be rezoned to meet public need, to reflect substantially changed conditions in the neighborhood, or to effectuate important goals, objectives and policies of the Comprehensive Plan or UDO.*

The site currently is zoned Office Services (OS), which permits more land uses (residential and commercial) than what the applicant is proposing. The site also comprises multiple unique factors that affect site design—like the existing utility easements, the HCO overlay, and the High-Quality Watershed. Considering the context, staff find that the site is suitable as currently zoned for small-scale development within OS zoning parameters; however, it is unsuitable as currently zoned to achieve a development product that optimizes existing conditions, quality design, Comprehensive Plan policy priorities, and community character. Therefore, the application is consistent with this criterion in that it attains a vision that balances the forenamed variables associated with this site.

(D) Health, Safety, and Welfare. *The amending ordinance must bear a substantial relationship to the public health, safety or general welfare, or protect and preserve historical and cultural places and areas. The rezoning may be justified, however, if a substantial public need or purpose exists, even if the private owner of the Tract will also benefit.*

External Comments. The five health, safety, and welfare concerns that have been provided to staff by referral agencies and the public are as follows:

- 1. Regional Land Use Advisory Commission (RLUAC) Comments.** RLUAC identified the properties as “Important Areas to Protect” due to their location within the watershed’s high-quality water drainage area. The requested Watershed Protection Permit would permit up to 70% impervious surface on the site, if approved. The applicant is proposing less than the maximum allocation permitted, 52.8%, which is less than the 58% impervious surface calculation submitted with the “Village Walk” design. Furthermore, the applicant will be required to keep the current runoff for a heavy rain event at or below the current rate, which the applicant will

accomplish with a variety of control measures mentioned in section V.3.(B) of this staff report. Therefore, staff believe that this concern has been properly mitigated.

2. **NCDOT Comments.** The NCDOT's comments can be found in Attachment 7. Town staff have noted all of the NCDOT comments and will ensure that all requested information is submitted with the engineered site plan, which is reviewed by the Technical Review Committee following rezoning and major subdivision approvals.
3. **Water Pressure.** The Public Works Superintendent and the Town Engineer have stated to planning staff that the surrounding area is unlikely to experience any noticeable drop in water pressure due to sufficient capacity and flows. If residents experience a drop in water pressure, they should reach out to the Public Works department as it may be an indicator of a different issues.
4. **Traffic.** The applicant stated in the Planning Board hearing that there are an estimated 174 average daily vehicular trips. The new Hale Street Cottages design comprises only 22 total units, two less than the previously analyzed "Village Walk" design. A traffic design analysis is required by the UDO when 200 average daily trips are estimated; therefore, one was not requested by the Public Works Department. Inevitably though, future residents within the Hale Street Cottages community will transverse the West Southern Pines and SW Service Road areas, and the community is likely to experience small increases in traffic with the presence of new residents in the neighborhood.
5. **Construction Traffic.** Additionally, an adjacent resident voiced concerns about construction traffic along S Hale Street. To mitigate noise, nuisances, and possible road obstructions, the applicant included their condition #15 to direct the majority of construction traffic to utilize SW Service Road for access. This measure will help mitigate noise and disturbance to the surrounding neighborhood.

Lot Dimensional Standards. The applicant has proposed reduced lot and dimensional standards for the proposed units including, but not limited to, 5-foot side setbacks and 40-foot minimum lot widths for detached lots, and 10-foot side setbacks for townhome structures. Though the proposed density for this development is greater than the surrounding area, staff do not assess that it presents a health or safety issue, as all buildings will maintain a minimum separation of 10 feet. Moreover, the 20-foot access easement ensures proper fire and emergency access to all of the proposed units.

Based on the application materials and staff analysis of the subject property and surrounding areas, staff find that health, safety, and welfare concerns have been properly addressed. The applicant's demonstrated effort to preserve natural character also aligns well with the preservation element of this criterion. Refining technical details will be addressed during site plan review with the Technical

Review Committee to ensure compliance with all applicable ordinances. Therefore, staff find that the application is consistent with this criterion.

(F) *Size of Tract.* *The Hearing Body shall consider the size, shape, and characteristics of the Tract in relation to the affected neighboring lands. Amendatory ordinances shall not rezone a single Lot when there have been no intervening changes or other saving characteristics. Proof that a small Tract is unsuitable for use as zoned, or that there have been substantial changes in the immediate area, may justify ordinance rezoning.*

The Conditional Zoning application applies to five existing parcels, totaling approximately 2.86-acres. Staff find that the size of the tract is suitable for the proposed development plan.

(G) *Other Factors.* *The Hearing Body may consider any other factors relevant to a rezoning application under state law.*

Staff have found that all relevant and notable factors to this proposed Conditional Zoning District have been sufficiently addressed by the other criteria under UDO §2.17.9.

(H) *Applicant Representations.* *Except for rezoning requests submitted in accordance with the provisions herein for conditional zoning districts, the Hearing Body shall not consider any representations made by the petitioner that, if the change is granted, the rezoned property will be used for only one of the possible ranges of uses permitted in the requested classification. Rather, the Hearing Body shall consider whether the entire range of permitted uses in the requested classification is more appropriate than the range of uses in the existing classification.*

The rezoning request is for a Conditional Zoning District; therefore, applicant representations may be taken into consideration while reviewing and making final recommendations and decisions.

4. Outside Agency Comments

A request for comments on the rezoning application was emailed to agencies on March 20, 2025, and for the subsequent Major Subdivision Preliminary Plat on March 27, 2025. Agencies notified include the Town of Southern Pines Streets, Public Works, Utilities, Fire, Recreation and Parks, and Engineering departments, the Regional Land Use Advisory Commission (RLUAC), the United States Fish and Wildlife Services (USFWS), the Moore County Airport, and the North Carolina Department of Transportation (NCDOT). RLUAC submitted a letter on March 22, 2025 and follow-up email on March 28, 2025; NCDOT submitted an email on April 7, 2025. Pertinent comments from outside agencies, as they relate to the rezoning criteria, can be found in Section V.3.(D) of this staff report.

The initial application was discussed with members of the Technical Review Committee (TRC) on March 18, 2025. The TRC discussed with the applicant the revised site plan and conditions list on June 10, 2025—which recommended a few refining changes, but no major concerns. The applicant subsequently submitted additional and revised materials on July 7 and July 11, 2025. Any additional applicant, agency, or public comments received following this staff report’s publication, but prior to the public hearing, will be shared during staff’s presentation.

5. Staff Comment Recommendation

Approval of a conditional zoning district approves a specific use with reasonable conditions that mitigate the negative impacts of the proposed development and ensure compatibility with the surrounding area. Only conditions approved by the Town Council and consented to by the petitioner in writing may be incorporated into the conditional zoning district. If the applicant ever wishes to change an approved condition, they must follow the same rezoning procedure required to amend the official zoning map unless considered a minor change per UDO §2.17.11(K).

Staff recommend that the Town Council approve, with the applicant’s proposed conditions, the Residential Mixed Housing-1 Conditional District (RM-1CD) as shown in attachments 4 and 5.

VI. ATTACHMENTS

The following materials are provided as attachments to this staff memorandum:

1. Signed Planning Board Resolution
2. Application and Agent Authorization (Conditional Zoning District and Watershed Protection Permit)
3. Existing Conditions
4. Site Plan
5. Applicant’s List of Conditions
6. Narrative
7. Agency and Public Comments
8. Applicant’s Neighborhood Meeting Report
9. Architectural Elevations
10. Draft Covenants (HOA Documents)

Additional documents related to this application including (but not limited to) property deeds, Authorization of Agent forms, email correspondence, meeting minutes and adjacent property notification records are on file in the Town of Southern Pines Planning Office and available for public inspection during normal business hour

VII. TOWN COUNCIL ACTION

A request for a zoning map amendment approval is a request for a rezoning. Per North Carolina General Statute 160D-601(a), before adopting the rezoning, the Town Council shall hold a legislative hearing. Per North Carolina General Statute 160D-605(a) the Town Council shall also approve a statement addressing consistency or inconsistency with the 2040 Comprehensive Plan. Furthermore, per North Carolina General Statute 160D-605(b), the Town Council must also approve a statement about the reasonableness of the rezoning and shall approve a brief statement describing whether its action is consistent with an adopted comprehensive plan.

To assist the Town Council in performing this task, Town staff have prepared the following draft motions for consideration, possible modification as necessary, and adoption.

* * *

I move that after reviewing the proposed Conditional Zoning District and after considering the criteria for approval of zoning map amendments found in UDO §2.17.9:

- 1. The proposed amendment to the Town of Southern Pines Zoning Map is reasonable, in the public interest, and consistent with the current character of the West Southern Pines Character District and the criteria set forth in the Town of Southern Pines Unified Development Ordinance §2.17.9. Considering the well-crafted revisions to the site plan and conditions list, the consistency with Comprehensive Plan policies 7.1, 7.5, 4.9, and 4.10, and for reasons mentioned in the written Planning Board recommendation, the proposed rezoning is also consistent with the 2040 Comprehensive Plan. Therefore, the requested rezoning from Office Services to RM-1 Conditional Zoning District is a reasonable request for the reasons mentioned above and within the staff report for application Z-03-25.**
2. The proposed amendment to the Town of Southern Pines Zoning Map is reasonable, in the public interest, and consistent with the current character of the West Southern Pines Character District and the criteria set forth in the Town of Southern Pines Unified Development Ordinance §2.17.9. Considering the well-crafted revisions to the site plan and conditions list, the consistency with Comprehensive Plan policies 7.1, 7.5, 4.9, and 4.10, and for reasons mentioned in the written Planning Board recommendation, the proposed rezoning is generally consistent with the 2040 Comprehensive Plan. However, the following amendments to the proposed conditions and/or site plan are necessary to fully comply with the rezoning criteria under UDO §2.17.9 and/or the 2040 Comprehensive Plan:
 - a.

With the above listed amendments, the requested rezoning from Office Services to RM-1 Conditional Zoning District is a reasonable request for the reasons mentioned above and within the staff report for application Z-03-25.

-OR-

3. The requested rezoning is inconsistent with the 2040 Comprehensive Plan and is not a reasonable request for the following reasons:
 - a.

And, therefore, I move to:

1. **Approve Z-03-25 with the conditions submitted by the applicant for the RM-1 Conditional Zoning District.**

-OR-

2. Approve Z-03-25 with the following amendments made by the Town Council and accepted by the applicant:

-OR-

3. Deny Z-03-25.

Note that the effect of Town Council approval of a Conditional Zoning District and all conditions that have been attached to the approval are binding on the property as an amendment to the Zoning Map. All subsequent Development and use of the property shall be in accordance with the standards for the approved Conditional Zoning district; the approved petition and all conditions attached to the approval. Only those uses and structures indicated in the approved petition shall be allowed on the subject property. Any Development in the district shall comply with all provisions of and conditions to the approved petition. Any uses and structures on the subject property also shall comply with all standards and requirements for Development in the underlying general zoning district. Lastly, minor changes in the detail of the approved petition or Site Plan that do not involve a change in uses permitted or the density of overall Development permitted and that will not alter the basic relationship of the proposed Development to surrounding properties or the standards. Lastly, minor changes in the detail of the approved petition that do not involve a change in uses permitted or the density of overall Development permitted and that will not alter the basic relationship of the proposed Development to surrounding properties or the standards.



**PLANNING BOARD
RESOLUTION TO ADOPT A WRITTEN RECOMMENDATION
FOR ZONING MAP AMENDMENT APPLICATION
FOR A CONDITIONAL ZONING DISTRICT
Z-03-25**

WHEREAS, Section 160D-701 of the North Carolina General Statutes specifies that zoning regulations shall be made in accordance with a comprehensive plan and shall be designed to protect the public health, safety and general welfare; and

WHEREAS, Section 160D-604 of the North Carolina General Statutes specifies that the Planning Board shall, with any ordinance amendment or zoning map amendment, advise and comment on whether the proposed action is consistent with the adopted comprehensive plan and on other matters as deemed appropriate by the Planning Board, and that the Planning Board shall provide this in the form of a written recommendation to the Town Council; and

WHEREAS, the Planning Board has reviewed the proposed zoning map amendment—which includes the written staff report and application materials showing the proposed district boundaries, and has conducted a public hearing on April 17, 2025, to listen to public comments, ask questions of the Town’s planning staff, and consider zoning map amendment application #Z-03-25.

NOW, THEREFORE BE IT RESOLVED that the Planning Board finds and recommends to the Town Council that the proposed amendment to the Town of Southern Pines Zoning Map is generally reasonable, in the public interest, and consistent with the criteria set forth in the Town of Southern Pines Unified Development Ordinance §2.17.9. The Planning Board recommends that the Town Council approve the zoning map amendment request with the Applicant’s twenty-one proposed conditions for the five subject parcels located between SW Service Road and S Hale Street identified as Parcel Identification Numbers 96000398, 00039171, 00033309, 00039172, and 20190151, totaling 2.86 acres.

This area of SW Service Street and S Hale Street is considered a Neighborhood area to be enhanced and is anticipated to provide different home types (i.e., missing middle housing) on different lot sizes with a connected network of open space. Proposed development should be sensitive to the uses, densities, location, character, and views from surrounding homes and neighborhoods. The proposed conditional zoning district would allow both single-family detached dwellings (LBCS 1111)—similar to what is all around it—and quadplexes (LBCS 1151) at a density greater than the surrounding area, which is consistent with Policy 7.1 Support Housing Diversity in the Community. The Applicant is proposing a system of sidewalk connections throughout the

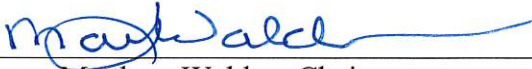
development and pocket parks connecting to new proposed sidewalk along S Hale Street, which is consistent with the area's vision to have interconnected usable open space.

For these reasons, the application and the Applicant's proposed conditions for a RM-1 Conditional Zoning District is generally consistent with the 2040 Comprehensive Plan's vision. However, the Planning Board finds that the Applicant should adequately address the following eleven issues related to Comprehensive Plan consistency as well as reasonably foreseeable adverse impacts on neighboring lands and on general health, safety, and welfare.

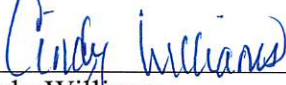
1. Insufficient commitment to retain the existing trees for the 30-foot buffer along SW Service Road, which would help preserve community character.
2. Fencing along S Hale Street is inconsistent with Comprehensive Plan Policy 7.2 and UDO §4.7(C), which discourages fences in front yards, and should be at least 60% transparent.
3. Courtyard-oriented (rather than S Hale Street-oriented) homes are inconsistent with Comprehensive Plan Policy 7.2. The Board recommends front-facing façade along S Hale Street or, alternatively, two-sided architecture (i.e., one façade facing S Hale Street and a second façade facing the interior courtyard).
4. There is no commitment to place the proposed 1.5-story homes with dormer along S Hale Street, which would be more consistent with the low-profile of homes within the West Southern Pines character district.
5. Monument signs along S Hale Street and SW Service Road are not consistent with the WSP Character District or the UDO, and should be limited to up to two four-foot pole-mounted ground signs.
6. Side and Highway yard buffer planting locations should meander in all cleared areas on each side (as shown in Figure 7) considering an existing 20' sewer utility easement crossing the property lines, the proposed vehicle use areas (VUA) abutting the buffer, and proposed fences and building locations.
7. Inadequate looping of water main lines throughout the site. The conceptual utility plans should be updated.
8. Traffic (i.e., patterns, congestion, and safety) impacts within West Southern Pines and along U.S. Highway 1.
9. Impacts on existing infrastructure, especially water pressure.
10. "Village Walk" as a development name is not consistent with the heritage of West Southern Pines.
11. Quadplexes would preferably be for-sale condominiums rather than rental properties to encourage long-term residents.

The Planning Board recommends the Town Council adopt this zoning amendment (i.e., #Z-03-25), which rezones the properties from OS to RM-1CD (Conditional District) with the conditions submitted by the Applicant and attached to the Planning Department's staff report and with consideration of the eleven issues listed in this resolution.

ADOPTED this the 17th day of April, 2025.


Matthew Walden, Chairperson

ATTEST:


Cindy Williams
Secretary to the Planning Board



Conditional Zoning District Application

Fee: \$1,500.00

Date Received: _____

Case No.: Z-____-____

Project Information:

Street Address: 660 SW Service Rd. Southern Pines, NC 28387

PIN: 857108887345; 857108888362; 857108889334; 857108980445; 857100981555 Parcel ID: 96000398; 00039171; 00033309; 00039172; 20190151

Site Size: 2.86 Acres Current Zoning: OS

Applicant:

Name(s): Moore HL Properties

Email: CarolinaBuilder@gmail.com Phone: 910-295-5973

Mailing Address: 55 Walnut Creek Road, Pinehurst, North Carolina 28374

Authorized Agent, if different from Applicant:

Name(s): Koontz Jones Design, PLLC

Email: thansen@koontzjones.com Phone: _____

Mailing Address: 140 Applecross Rd, Suite B Pinehurst, NC 28374

Legal Property Owner(s), if different from Applicant:

Name(s): Moore HL Properties

Email: CarolinaBuilder@gmail.com Phone: 910-295-5973

Mailing Address: 55 Walnut Creek Road, Pinehurst, North Carolina 28374

5/1/24

TO THE TOWN OF SOUTHERN PINES PLANNING BOARD AND TOWN COUNCIL:

I, the undersigned, do hereby make application to and petition the Planning Board and Town Council to approve a zoning map amendment to RM-1 - Conditional Zoning District per the requirements of the Town of Southern Pines Unified Development Ordinance (UDO) §2.17. The information included is submitted in support of this application. I grant Town of Southern Pines staff, Planning Board and Town Council access to the subject property/properties while this zoning map amendment application is under review.

Date: 03/10/2025


Applicant

PLANNING DEPARTMENT
TOWN OF SOUTHERN PINES
801 SE Service Road, Southern Pines, NC 28387
plan@southernpines.net (910) 692-4003 www.southernpines.net

APPOINTMENT OF AGENT

The undersigned owner(s), Moore HL Properties, hereby appoint(s) Koontz Jones Design as the exclusive agent for the purpose of making an application to the Town of Southern Pines for an amendment to the zoning of the property described in the attached application. The owner(s) hereby agree(s) that this agent has the authority to act for and on behalf of the owner(s) as follows:

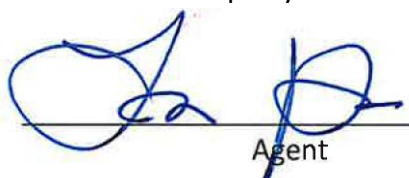
1. to submit an application and required supplemental materials;
2. to appear at public meetings and give representation and comments on behalf of the owner(s);
3. to accept conditions or recommendations made by the Town of Southern Pines Planning Board and Town Council for a rezoning of the subject property to a Conditional Zoning District; and
4. to act on behalf of the owner(s) without limitations with regard to any and all things directly or indirectly connected with, or arising out of, any application for an amendment to the zoning of the subject property under the Town of Southern Pines Unified Development Ordinance.

This Appointment of Agent shall remain in effect until final resolution of the attached application.

Signed this _____ day of _____, _____.



Property Owner

Property Owner


Agent



Watershed Protection Permit Application

Date Received: _____

Case No.: WP-_____-____

I, the undersigned, do hereby make application to the Town of Southern Pines Town Council for a Watershed Protection Permit for the property described below.

Project Information:

Project Name: Village Walk Townhomes Zoning District: OS Total Property Acreage: 2.86

PIN: 857108887345; 857108888362; 857108889334; 857108980445; 857100981555 Parcel ID: 96000398; 00039171; 00033309; 00039172; 20190151 Watershed: LR #2

Type of Development: Multi-Family Total Built-Up Area*: 1.61 Acres

% of Total Property Acreage Proposed to be Built-Up Area*: up to 65%

Applicant:

Name(s): Moore HL Properties Email: carolinabuilder@gmail.com

Mailing Address: 55 Walnut Creek Rd, Pinehurst, NC 28374 Phone: 910-295-5973

Authorized Agent, if different from Applicant:

Name(s): Koontz Jones Design, PLLC

Email: thansen@kooontzjones.com Phone: 910-684-8487

Mailing Address: 140 Applecross Rd, Suite B Pinehurst, NC 28374

Legal Property Owner(s), if different from Applicant:

Name(s): Moore HL Properties

Email: carolinabuilder@gmail.com Phone: 910-295-5973

Mailing Address: 55 Walnut Creek Road, Pinehurst, North Carolina 28374


Applicant

*Definition of Built-Up Area May be Found in Chapter 9 of the Unified Development Ordinance.

Please review **UDO §3.6.8 Watershed Protection Overlay District** in its entirety.

COMMUNITY DEVELOPMENT DEPARTMENT
TOWN OF SOUTHERN PINES
180 SW BROAD STREET
SOUTHERN PINES, NORTH CAROLINA 28387
plan@southernpines.net (910) 692-4003 www.southernpines.net

APPOINTMENT OF AGENT

The undersigned owner(s), Moore HL Properties, hereby appoint(s) Koontz Jones Design as the exclusive agent for the purpose of making an application to the Town of Southern Pines for an amendment to the zoning of the property described in the attached application. The owner(s) hereby agree(s) that this agent has the authority to act for and on behalf of the owner(s) as follows:

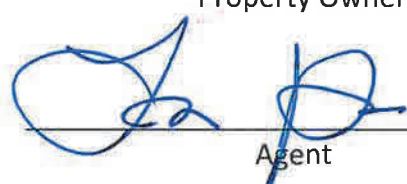
1. to submit an application and required supplemental materials;
2. to appear at public meetings and give representation and comments on behalf of the owner(s);
3. to accept conditions or recommendations made by the Town of Southern Pines Planning Board and Town Council for a rezoning of the subject property to a Conditional Zoning District; and
4. to act on behalf of the owner(s) without limitations with regard to any and all things directly or indirectly connected with, or arising out of, any application for an amendment to the zoning of the subject property under the Town of Southern Pines Unified Development Ordinance.

This Appointment of Agent shall remain in effect until final resolution of the attached application.

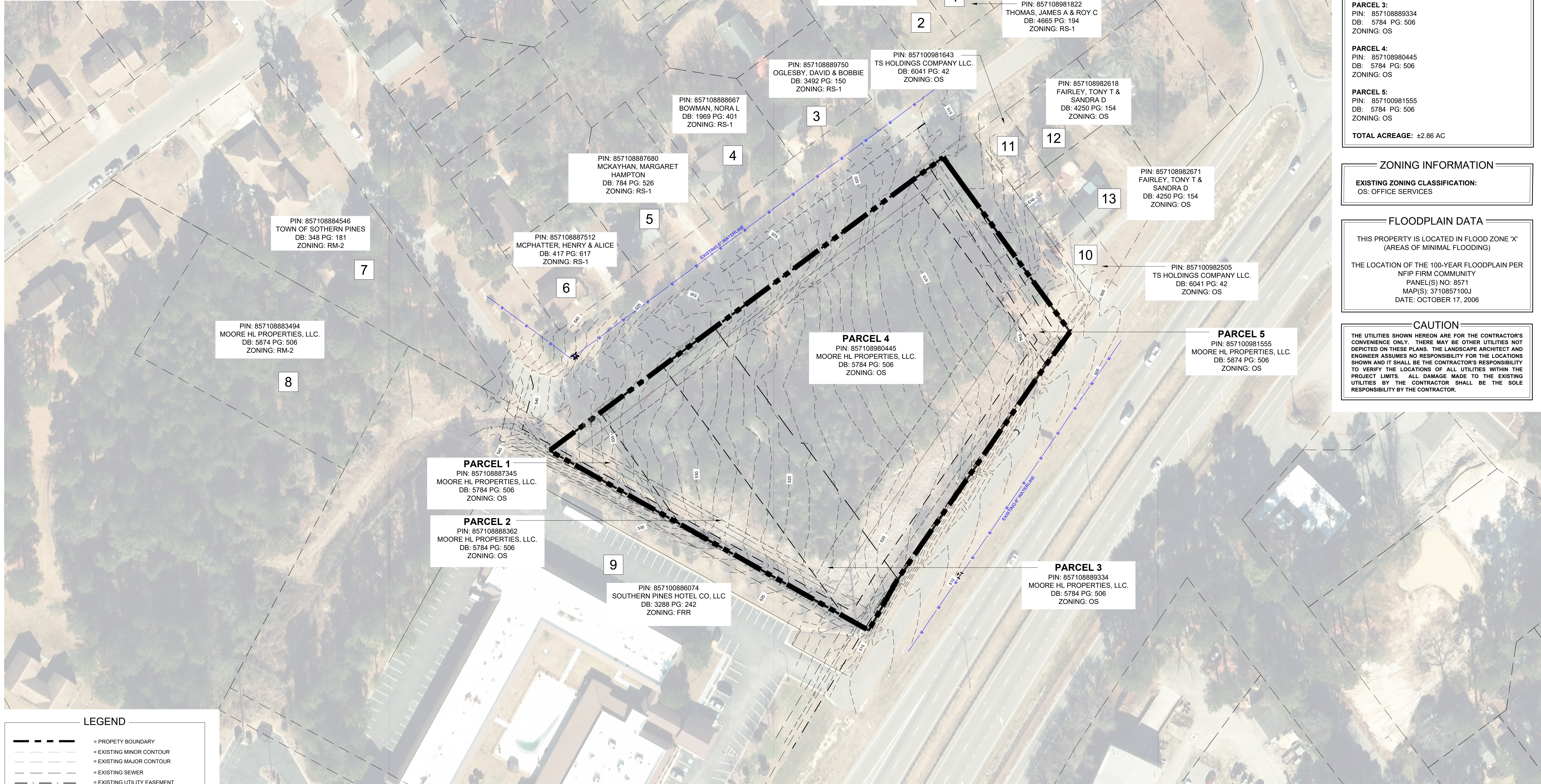
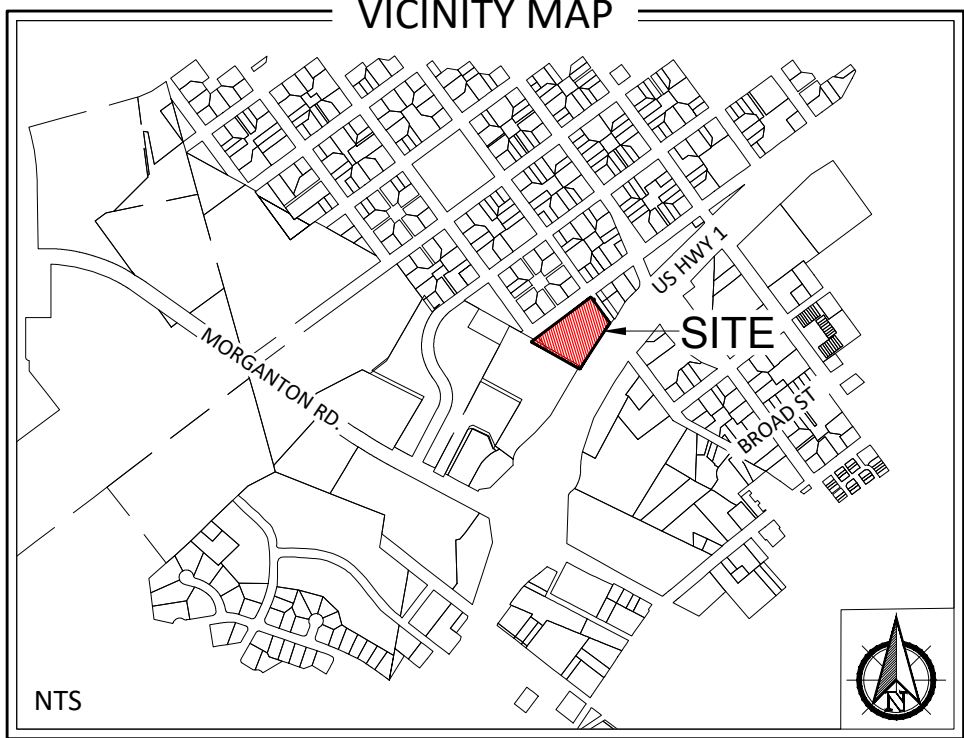
Signed this 10 day of March, 2025.



Property Owner

Property Owner


Agent



PROPERTY INFORMATION

PROPERTY OWNER/APPLICANT:
MOORE HL PROPERTIES, LLC.
55 WALNUT CREEK ROAD
PINEHURST, NC 28374

PROPERTY ADDRESS:
660 SW SERVICE RD
SOUTHERN PINES, NC 28387

PARCEL 1:
PIN: 857108887345
DB: 5784 PG: 506
ZONING: OS

PARCEL 2:
PIN: 857108888362
DB: 5784 PG: 506
ZONING: OS

PARCEL 3:
PIN: 857108889334
DB: 5784 PG: 506
ZONING: OS

PARCEL 4:
PIN: 857108880445
DB: 5784 PG: 506
ZONING: OS

PARCEL 5:
PIN: 857100981555
DB: 5784 PG: 506
ZONING: OS

TOTAL ACREAGE: ±2.86 AC

ZONING INFORMATION

EXISTING ZONING CLASSIFICATION:
OS: OFFICE SERVICES

FLOODPLAIN DATA

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X'
(AREAS OF MINIMAL FLOODING)

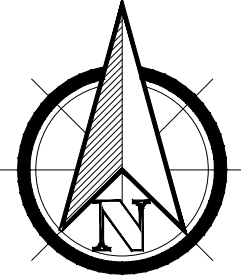
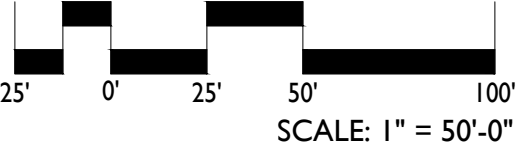
THE LOCATION OF THE 100-YEAR FLOODPLAIN PER
NFIP FIRM COMMUNITY
PANEL(S) NO: 8571
MAP(S): 3710857100J
DATE: OCTOBER 17, 2006

CAUTION

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S
CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT
DEPICTED ON THESE PLANS. THE LANDSCAPE ARCHITECT AND
ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS
SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY
TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE
PROJECT LIMITS. ALL DAMAGE MADE TO THE EXISTING
UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE
RESPONSIBILITY BY THE CONTRACTOR.

LEGEND

- PROPERTY BOUNDARY
- - - EXISTING MINOR CONTOUR
- - - EXISTING MAJOR CONTOUR
- - - EXISTING SEWER
- - - EXISTING UTILITY EASEMENT
- - - EXISTING WATER LINE



PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

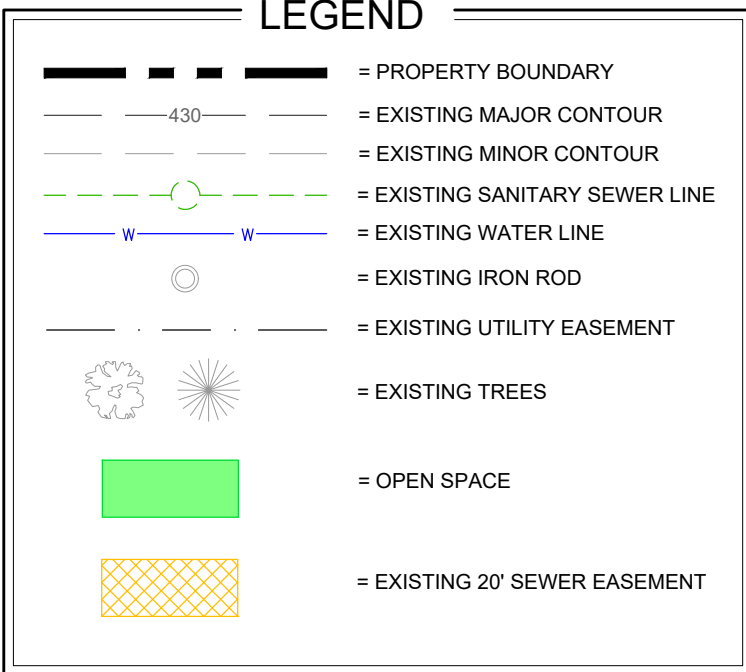
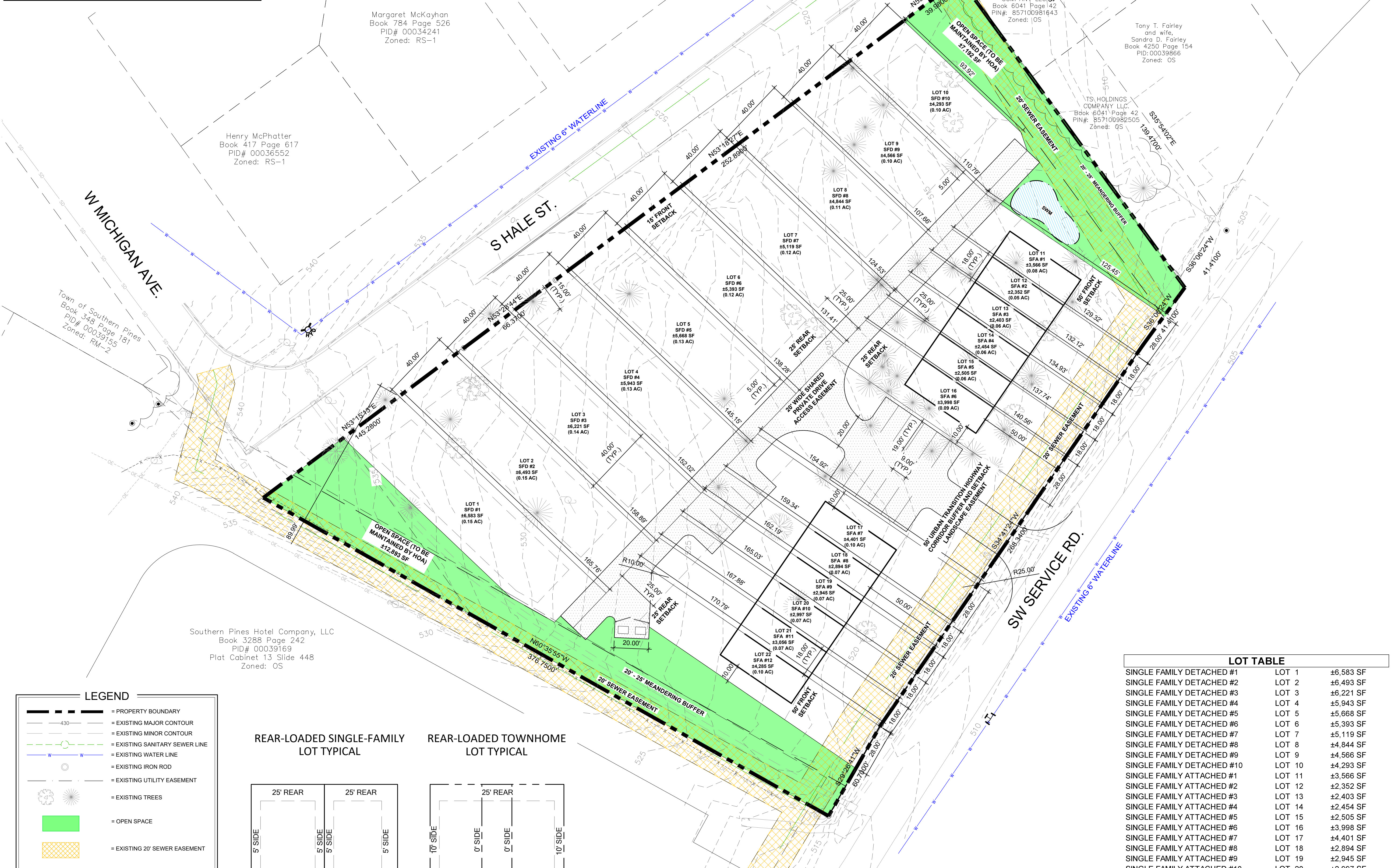
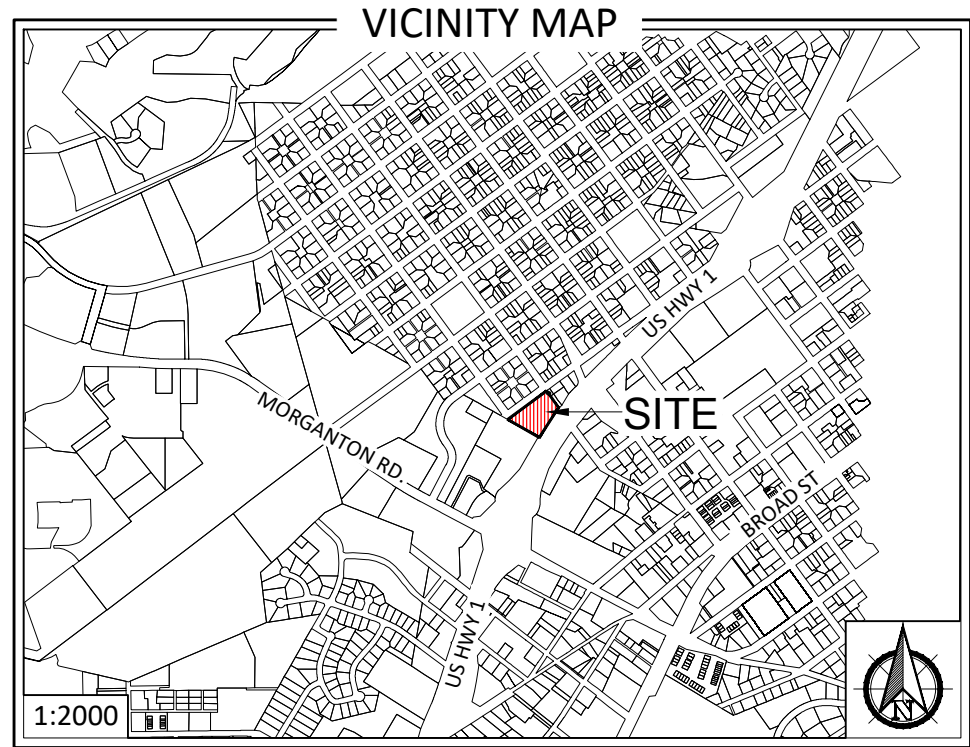
REVISIONS:

KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE

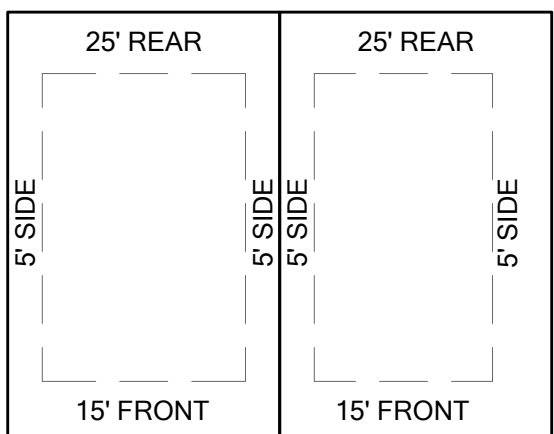
140 APLECROSS RD., SUITE B
PINEHURST, NC 28374
P: (910) 684-6467
W: www.koontzjones.com

VILLAGE WALK COTTAGE COURT
CONDITIONAL ZONING DISTRICT
SOUTHERN PINES, NORTH CAROLINA
EXISTING CONDITIONS

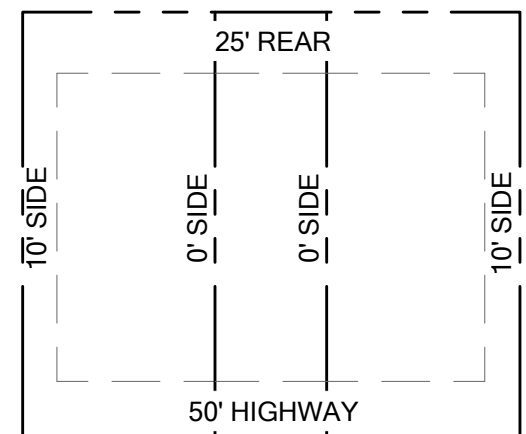
DATE: 03-10-2025
DESIGNED BY: REK
DRAWN BY: CN
CHECKED BY: TH
SCALE: 1" = 50'-0"
PROJECT #: K12D2102
SHEET NUMBER:
L-1.0



REAR-LOADED SINGLE-FAMILY LOT TYPICAL



REAR-LOADED TOWNHOME LOT TYPICAL



LOT TABLE		
SINGLE FAMILY DETACHED #1	LOT 1	±6,583 SF
SINGLE FAMILY DETACHED #2	LOT 2	±6,493 SF
SINGLE FAMILY DETACHED #3	LOT 3	±6,221 SF
SINGLE FAMILY DETACHED #4	LOT 4	±5,943 SF
SINGLE FAMILY DETACHED #5	LOT 5	±5,668 SF
SINGLE FAMILY DETACHED #6	LOT 6	±5,393 SF
SINGLE FAMILY DETACHED #7	LOT 7	±5,119 SF
SINGLE FAMILY DETACHED #8	LOT 8	±4,844 SF
SINGLE FAMILY DETACHED #9	LOT 9	±4,566 SF
SINGLE FAMILY DETACHED #10	LOT 10	±4,293 SF
SINGLE FAMILY ATTACHED #1	LOT 11	±3,566 SF
SINGLE FAMILY ATTACHED #2	LOT 12	±2,352 SF
SINGLE FAMILY ATTACHED #3	LOT 13	±2,403 SF
SINGLE FAMILY ATTACHED #4	LOT 14	±2,454 SF
SINGLE FAMILY ATTACHED #5	LOT 15	±2,505 SF
SINGLE FAMILY ATTACHED #6	LOT 16	±3,998 SF
SINGLE FAMILY ATTACHED #7	LOT 17	±4,401 SF
SINGLE FAMILY ATTACHED #8	LOT 18	±2,894 SF
SINGLE FAMILY ATTACHED #9	LOT 19	±2,945 SF
SINGLE FAMILY ATTACHED #10	LOT 20	±2,997 SF
SINGLE FAMILY ATTACHED #11	LOT 21	±3,056 SF
SINGLE FAMILY ATTACHED #12	LOT 22	±4,285 SF
COMMON SPACE & ACCESS EASMENT	LOT 23	±30,853 SF

FLOODPLAIN DATA

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X' (AREAS OF MINIMAL FLOODING)

THE LOCATION OF THE 100-YEAR FLOODPLAIN PER NFIP FIRM COMMUNITY PANEL(S) NO: 8571 MAP(S): 3710857100J DATE: OCTOBER 17, 2006

ZONING INFORMATION

EXISTING ZONING CLASSIFICATION: OS: OFFICE SERVICES

PROPOSED ZONING CLASSIFICATION: CDZ-RM-1: CONDITIONAL ZONING DISTRICT

SINGLE FAMILY DETACHED SETBACKS
FRONT: 15'
INTERIOR SIDE: 5'
EXTERIOR SIDE: 5'
REAR: 25'
MAX BUILDING HEIGHT: 40'

SINGLE FAMILY ATTACHED SETBACKS
FRONT/HIGHWAY: 50'
INTERIOR SIDE: 0'
EXTERIOR SIDE: 10'
REAR: 25'
MAX BUILDING HEIGHT: 45'

PROPERTY INFORMATION

PROPERTY OWNER/APPLICANT: MOORE HL PROPERTIES, LLC. 55 WALNUT CREEK ROAD PINEHURST, NC 28374

PROPERTY ADDRESS: 660 SW SERVICE RD SOUTHERN PINES, NC 28387

PARCEL 1:
PIN: 857108887345
DB: 5784 PG: 506
ZONING: OS

PARCEL 2:
PIN: 857108888362
DB: 5784 PG: 506
ZONING: OS

PARCEL 3:
PIN: 857108889334
DB: 5784 PG: 506
ZONING: OS

PARCEL 4:
PIN: 857108980445
DB: 5784 PG: 506
ZONING: OS

PARCEL 5:
PIN: 857100981555
DB: 5784 PG: 506
ZONING: OS

TOTAL ACREAGE: ±2.86 AC

PROPOSED IMPERVIOUS SURFACE: ±65,794 SF (±1.51 AC) 52.8% OF OVERALL PARCEL

REQUIRED OPEN SPACE: ±0.29 AC (10.0% OF SITE)
PROPOSED OPEN SPACE: ±0.37 AC (12.9% OF SITE)

RESIDENTIAL
SINGLE FAMILY DETACHED: 10 UNITS
SINGLE FAMILY ATTACHED: 12 UNITS

TOTAL UNITS: 22 UNITS / 7.7 DUA

PARKING REQUIREMENTS:
SINGLE FAMILY DETACHED @ 2 SPACES PER UNIT = 20 SPACES REQUIRED
SINGLE FAMILY ATTACHED @ 2 SPACES PER UNIT = 24 SPACES REQUIRED

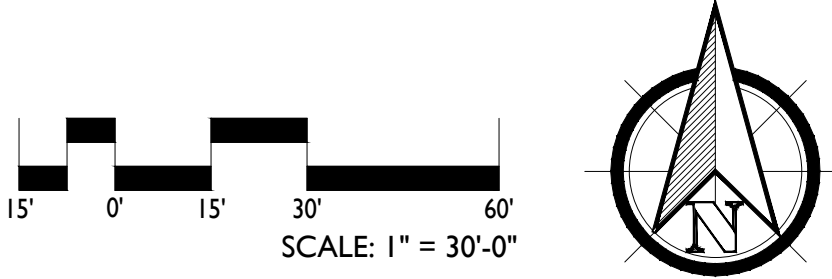
TOTAL VEHICLE PARKING SPACES REQUIRED: 44

TOTAL VEHICLE PARKING SPACES PROVIDED: 44

NOTE
ONE ACCESSORY DWELLING UNIT ALLOWED ON EACH SINGLE FAMILY DETACHED LOT @ 1 SPACE PER UNIT

CAUTION

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT DEPICTED ON THESE PLANS. THE LANDSCAPE ARCHITECT AND ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE PROJECT LIMITS. ALL DAMAGE MADE TO THE EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY BY THE CONTRACTOR.



PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

REVISIONS:

HALE ST COTTAGES
CONDITIONAL ZONING DISTRICT
SOUTHERN PINES, NORTH CAROLINA
PRELIMINARY PLAN

DATE: 2025-07-11
DESIGNED BY: TWH
DRAWN BY: AA
CHECKED BY: TWH
SCALE: 1" = 30'-0"
PROJECT #: KD22102
SHEET NUMBER:
L-1.1

KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE

140 APLECROSS RD. SUITE B
PINEHURST, NC 28374
P: (910) 684-6467
W: www.koontzjones.com

HALE ST COTTAGES CZD-RM-1
EXHIBIT - LIST OF CONDITIONS
(Revision Dated July 11, 2025)

Development Standards (Deviations from RM-1 Standards)

1. Land uses shall be limited to LBCS 1111 single-family detached residences and LBCS 1112 single-family attached residences.
2. The subject property is within the Watershed Protection Overlay District. 2.86 acres of 5/70 exemption allocation shall be granted with the Hale St Cottages conditional zoning application, Z-03-25.
3. Single-family attached townhome lots 11-16 shall be permitted to have up to three (3) stories and may exceed the Town's RM-1 District maximum building height from forty (40) feet up to forty-five (45) feet.
4. Single-family attached townhome lots 17-22 shall be permitted to have up to two (2) stories and will not exceed the Town's RM-1 District maximum building height of forty (40) feet.
5. There shall be no minimum lot size.
6. Single-family detached lots shall have a minimum lot width of 40'.
7. Single-family detached lots shall have a minimum 15' front setback, 5' interior side setback and 25' rear setback.
8. Within the single-family detached lots, accessory dwelling units shall be allowed to encroach into the rear setback up to 10'.
 - a. Accessory dwelling units up to fifteen (15) feet in building height shall be allowed to encroach the full ten (10) feet. The setback encroachment shall be reduced by two (2) feet for every for every one (1) foot of height for accessory dwelling units exceeding fifteen (15) feet in height.
9. Single-family attached units along the SW Service Rd and US Hwy 1 shall have a 10' side setback and 25' rear setback.
10. Single-family attached lots/units fronting the SW Service Rd right-of-way shall permit an Urban Transition Highway Corridor Overlay building setback reduction from 75' to 50'.

Architecture

11. Single-family detached cottages and single-family attached townhomes will generally reflect the architectural style shown in the included elevation Exhibits.
12. A minimum of four (4) of the ten (10) single-family detached homes facing Hale St will be 1.5 story units.

Streets and Access

13. The main entrance to the site shall be provided by a shared private driveway from the SW Service Road.

14. The shared private drive shall have a 20' minimum width.
15. The SW Service Rd Entrance shall serve as the main construction entrance for the site during construction. Construction traffic shall not be allowed onto Hale St except the installation of project critical items that require work on the street.

Garages and Parking

16. For the single-family detached residences, a maximum of two (2) parking spaces shall be provided within a garage, car port, and/or surface spaces or combination of.
17. For single-family detached lots with an accessory dwelling unit, one (1) additional parking space shall be allowed. The additional parking space shall be contained within the lot on a hardscape surface off the shared rear driveway.
18. For the single-family attached townhome lots 17-22, a maximum of two (2) surface parking spaces shall be provided.
19. For the single-family attached townhome Lots 11-16, a maximum of two (2) parking spaces shall be provided as either two (2) surface parking spaces, or one (1) surface parking space and one (1) attached-garage space.

Landscape Buffers

20. The Highway yard buffer along the SW Service Rd shall be 50' in width and require an HOA controlled and maintained landscape easement. The 30' of width outside of the sewer easement shall be a vegetated buffer per the Town's buffer requirements, Section 4.3.4. The 20' of width within the sewer easement shall be vegetated with a native grass seed mix.
21. Within the 50-foot highway yard buffer, any existing mature trees shall be retained and protected, as is practicable considering utility placement, grading, driveway, SW Service Rd entrance, and stormwater structures.
22. Side yard landscape buffers shall be 20-25' in width and be allowed to meander outside of required buffer widths to obtain required calculations. Areas outside the sewer easement shall be a vegetated buffer per the Town's buffer requirements, Section 4.3.4. Areas within the sewer easement shall be vegetated with a native grass seed mix.
23. In tighter areas where there is limited space for required plantings, "double counting" of landscape buffer large trees and street trees shall be allowed.
24. Buffer areas within utility easements may be revegetated with native wildflower seed mix.

Stormwater

25. Stormwater management for the site shall meet pre/post requirements and be conducted via a combination of rain gardens, depressions, bioswales, underground cisterns, and/or retention ponds on each lot, within the common open space, or a combination of the two.

Existing Mature Tree Preservation

26. All existing trees, 10-inch diameter and greater shall be retained within the subject property that do not interfere with the following project elements:

- a. Building footprints
- b. Vehicular access alleys, driveways, and parking spaces
- c. Utility installation
- d. Essential site grading
- Trees identified by the developer and confirmed by Town Staff during site plan review as necessary for removal due to one of the approved reasons noted above may be removed.
- Trees identified by the developer as unhealthy and at risk of dying, to be confirmed by the Town's Arborist during site plan review, may be removed.
- Town staff will verify tree protection fence installation for trees counting toward existing vegetation credit under UDO §4.3.13; the developer may request a reduction in tree protection fence radius if needed, and Town staff shall grant these requests if the Town Arborist finds it will not significantly affect tree health and viability.

27. All existing trees within the Hale St right-of-way that do not interfere with project access and utility installation shall be retained.

**HALE ST COTTAGES
CONDITIONAL DISTRICT NARRATIVE**

The development of the property originally described as Village Walk, has been renamed to “Hale St Cottages” for the purposes of the Town Council Hearing and subsequent site plan submittals and review. With signage and monumentation no longer be proposed for the development, after completing construction, there will no longer be an official name for the proposed subdivision, which we believe will better integrate the proposed residences into the surrounding West Southern Pines neighborhood. As described in the revised exhibits, Hale St Cottages is planned to be a new infill community with a mixture of “missing middle” housing options and development patterns within the West Southern Pines District of Southern Pines. The +/- 2.86 site located off US Highway 1 between the Service Road and Hale Street is comprised of five (5) smaller tracts all zoned Office/Service (OS). The combined tracts are comprised of approximately 2.86 acres (the “Combined Tract”). The Applicant is seeking to rezone the Combined Tract to a Conditional District Residential Mixed Housing (CZ-RM-1), known as “Hale St Cottages” that will allow a combination of single family detached cottage homes and single-family attached townhomes. Under the Southern Pines Unified Development Ordinance (the “UDO”), the RM-1 zoning district is intended to “allow primarily Single-Family and Multi-Family Residences at a medium-density (approximately 10-12 Dwelling Units per acre)”. Under an RM-1 district, the project permits up to 33 residential units on the property.

Our original submittal proposed a site plan and unique conditions for a Cottage Court-style development pattern that included twelve (12) single family detached cottage homes and three (3) multi-family quadplex buildings for 24 residential units in total. The units were serviced by an internal driveway and parking lot with multiple connections of access onto the Service Rd and Hale St. Despite a thoughtful and well-intentioned vision for the proposed development, a detailed analysis of the site has revealed that the associated development costs are simply too substantial to overcome. Several key factors contributed to this financial challenge, including topographical constraints, the need for extensive grading, utility extension requirements, stormwater management demands, and infrastructure improvements necessary to meet code and accessibility standards.

As a result, the cumulative site preparation and improvement costs significantly exceeded what could be reasonably supported by the originally proposed development pattern. In particular, the density and unit types envisioned in the prior plan did not generate the financial feasibility required to offset these costs. Given these conditions, it became clear that offering truly attainable housing options—one of the primary goals of the 2040 Comprehensive Plan—would not be possible within the constraints of the original approach. Any attempt to proceed with the initial plan would have required either drastically increasing home prices or reducing the quality and accessibility of housing, both of which are misaligned with the project’s intent and community needs.

For these reasons, a reevaluation of the development strategy was necessary to explore alternative patterns that balance feasibility with affordability and long-term sustainability.



The revised Hale St Cottages Conditional Zoning District application proposes a “Traditional-Neighborhood” style development with twelve (10) single-family detached residential lots/units, and twelve (12) single-family attached townhomes distributed evenly between two (2) townhome blocks. The single family detached cottage residences face S. Hale St, and the single-family attached townhomes face the SW Service Rd. All residences will be accessed via a rear-loaded shared private driveway entering off the SW Service Rd. The layout and design are consistent with the Town’s 2040 Comprehensive plan, providing “missing middle” housing options for prospective owners at a scale that is compatible with the surrounding West Southern Pines Neighborhood. The development will meet the Town’s standards for an RM-1 district and offer a quality design with unique conditions and standards that reflect a “Traditional Neighborhood” development pattern, as recommended in the Town’s 2040 Comprehensive Plan and West Southern Pines Character District.

The property falls within a high-quality watershed and there is no floodplain. As a result, a watershed protection permit application has been submitted to allow for increased impervious surface and allow up to 70% impervious surface. Overall, the impervious surface to be developed on the property will fall well below the permitted 70%. This site is a residential infill location in the West Southern Pines character district of Southern Pines. Increased impervious surface in infill locations for residential development is consistent with the Town’s 2040 Comprehensive Plan (2040CP).

Design elements for the project are described below.

- **Major Subdivision**

- A Major Subdivision application has been submitted for the Hale St Cottages CZD-RM-1 district which will subdivide the project site into ten (10) single-family detached cottage lots, twelve (12) single-family attached townhome lots and one (1) common area lot. Due to the unique conditions of the project site, we are requesting unique conditions that deviate from the current Major Subdivision and Preliminary Plat requirements and criteria (Section 2.20.4 of the UDO). Please note the following deviations:
 - Land uses shall be limited to LBCS 1111 single-family detached residences and LBCS 1112 single-family attached residences.
 - There shall be no minimum lot size.
 - Single-family detached lots shall have a minimum lot width of 40’.
 - Single-family detached lots shall have a minimum 15’ front setback, 5’ interior side setback and 25’ rear setback.
 - Within the single-family detached lots, accessory dwelling units shall be allowed to encroach into the rear setback up to 10’.
 - Single-family attached units shall have a minimum 50’ front setback, 10’ side setback and 25’ rear setback.

- Single-family attached lots/units fronting the SW Service Rd right-of-way shall permit an Urban Transition Highway Corridor Overlay building setback reduction from 75' to 50'.

- **Architectural Character**

- The single-family residential units will be designed to fit the West Southern Pines Character District descriptions. The single-family attached townhomes will be designed to fit both the West Southern Pines District's character and the multi-story buildings in downtown Southern Pines. All buildings are intended to both complement and add to the surrounding neighborhood. The project is also intended to be visually appealing from US Highway 1.

- **Single-Family Detached Cottages**

- The proposed plan includes 10 single-family detached cottages. Cottages will have a mixture of 2 and 3 bedrooms per unit.
- It is intended that the cottages will be a combination of 1.5 and 2 stories and will not exceed the Town's RM-1 district standard for building height of forty (40) feet.
- New cottages will be designed to reflect the traditional arts/crafts and New England style cottages found in Southern Pines and Moore County. Architectural Elevation exhibits of the cottages have been provided within the application. Each cottage will generally reflect the architectural style shown in these elevations and will be of a varied design style and color.
- The cottage lots will have a 5 min. side setback and will be separated by at least 10 feet.

- **Single-Family Attached Townhomes**

- The proposed plan includes twelve (12) single-family attached townhome units divided evenly between two, six-unit townhome blocks. The units will have a mixture of 2 and 3 bedrooms.
- It is intended that the townhome units on Lots 17 – 22 be 2 stories, and the townhome units on Lots 11-16 be 2 to 3 stories.
- The Single-family attached townhomes shall be permitted to have up to three (3) stories and may exceed the Town's standards of RM-1 District forty (40) feet maximum building height to forty-five (45) feet.
- Due to their proximity to the Service Rd, Hwy 1 and the transition zone between West Southern Pines and Downtown Southern Pines, the townhomes will be designed to reflect both the architecture found within the West Southern Pines and the multi-story buildings in downtown Southern Pines. Architectural Elevation exhibits of the townhomes have been provided with the application. The townhome units will generally reflect the architectural style shown in these elevations and will be of a varied design style and color.

- **Streets and Access**

- All units will be accessed via a rear-loaded, shared private driveway. The driveway will have one entrance off US Highway 1 Service Road.

- **Garages and Parking**

- Adequate parking will be provided on-site to meet UDO standards for single-family residences

- The community will have a combination of surface parking, carports, and/or enclosed garages at a ratio that meets the UDO standards. These standards are as follows from Section 4.5 of the Town's Udo:

Land Use	Minimum Vehicle Parking Spaces
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1 and 2 Family residences	2 spaces per Dwelling Unit
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Accessory dwelling residence	1 space per Dwelling Unit
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- For the single-family detached residences, a maximum of two (2) parking spaces shall be provided within a garage, car port, and/or surface spaces or combination of.
- For single-family detached lots with an accessory dwelling unit, one (1) additional parking space shall be allowed. The additional space shall be contained within the lot on a hardscape surface off the shared driveway.
- For the single-family attached townhome lots 17-22, a maximum of two (2) surface parking spaces shall be provided.
- For the single-family attached townhome Lots 11-16, a maximum of two (2) parking spaces shall be provided as either two (2) surface parking spaces, or one (1) surface parking space and one (1) attached-garage space.

- **Buffers/Setbacks**

- Unless noted as a condition below, all buffers and setbacks will be provided per the minimum RM-1 district standards and Highway Corridor Urban Transition Overlay District requirements. The standards of the overlay district in Section 3.6.5 of the UDO are significantly greater than those of the standard zoning district and are as follows:
 - All US 1 frontage requires a 75' building setback, 50' parking lot setback and 50' Highway yard, and 25' side yard landscape buffer. We are proposing a reduction of the building setback to 50' that will allow the townhomes to face the SW Service Rd with access to emergency services from this street. All other Overlay standards will be met.
 - Deviations to the Town UDO dimensional standards for the proposed Conditional Zoning District are as follows:

Dimensional Requirements Table			
	Type	Requirement	Requested Condition
1	Building Height, Setbacks, and Lot Dimensions Exhibit 3-6	SFD Hale Street 25'	SFD Hale Street 15'
2	Building Height, Setbacks, and Lot Dimensions Exhibit 3-6	SFD Exterior Side Setback 15'	SFD Exterior Side Setback 5'

3	Building Height, Setbacks, and Lot Dimensions Exhibit 3-6	SFA Exterior Side Setback 15'	SFA Exterior Side Setback 10'
4	Building Height, Setbacks, and Lot Dimensions Exhibit 3-6	SFD Interior Side Setback 10'	SFD Interior Side Setback 5'
5	Building Height, Setbacks, and Lot Dimensions Exhibit 3-6	SFA Interior Side Setback 10'	SFA Interior Side Setback 0'
6	Building Height, Setbacks, and Lot Dimensions Exhibit 3-6	SFD & SFA Rear Setback 30'	SFD & SFA Rear Setback 25'
7	Building Height, Setbacks, and Lot Dimensions Exhibit 4-1	SFA Max. Building Height 40'	SFA Max. Building Height 45'
8	Hwy Corridor Overlay District Development Standards Exhibit 3-13	Highway Building Setback 75'	Highway Building Setback (SFA Lots) 50'
9	Accessory Dwelling Setbacks Section 5.2	Accessory Dwelling Unit Building Setback 25'	Accessory Dwelling Unit Building Setback Shall be allowed to encroach into the rear building setback up to 10'
10	Hwy Corridor Overlay Landscape Buffer Standards Exhibit 4-3 & 4-4	Highway Corridor Overlay Highway Yard 50'	Highway Corridor Overlay Highway Buffer 50' <i>of which approx. 30' outside of the sewer easement shall be a vegetated buffer per the Town's buffer requirements, Section 4.3.4. Remaining 20' within the sewer easement shall be vegetated with a native grass seed mix.</i>
11	Hwy Corridor Overlay Landscape Buffer Standards Exhibit 4-3 & 4-4	Highway Corridor Overlay Side and Rear Yard 25'	Highway Corridor Overlay Side and Rear Yard 20-25' <i>allowed to meander outside of required buffer widths to obtain</i>

			<i>required calculations, per Section 4.3.4</i>
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- **Landscape Buffer**

- Landscaping will be provided as required by the Town of Southern Pines UDO, including plantings required by the Urban Transition Highway Corridor Overlay District.
- Planting buffers and screening will be provided along adjacent property boundaries where necessary and required by the Town's UDO.
- The Highway yard buffer along the SW Service Rd shall be 50' in width.
 - The approximate 30' width outside of the sewer easement shall be a vegetated buffer per the Town's buffer requirements, Section 4.3.4.
 - The approximate 20' width within the sewer easement shall be vegetated with a native grass seed mix.
 - Within the 50-foot highway yard buffer, any existing mature trees shall be retained and protected, as is practicable considering utility placement, grading, driveway, SW Service Rd entrance, and stormwater structures.
- Side yard landscape buffers shall be 20' - 25' in width and be allowed to meander outside of required buffer widths to obtain required landscape calculations.
 - Areas outside the sewer easement shall be a vegetated buffer per the Town's buffer requirements, Section 4.3.4.
 - Areas within the sewer easement shall be vegetated with a native grass seed mix.
- In tighter areas where there is limited space for required plantings, "double counting" of landscape buffer large trees and street trees shall be allowed.

- **Existing Mature Vegetation**

- All existing trees with a diameter of 10" DBH or greater shall be retained on the subject property unless their removal is necessary to accommodate the following project elements:
 - Building footprints
 - Vehicular access alleys, driveways, and parking spaces
 - Utility installation
 - Essential site grading
- Trees identified by the developer and confirmed by Town Staff during site plan review as necessary for removal due to one of the approved reasons noted above may be removed.
- Trees identified by the developer as unhealthy and at risk of dying, to be confirmed by the Town's Arborist during site plan review, may be removed.
- All existing trees within the Hale St right-of-way that do not interfere with project access and utility installation shall be retained.

- **Open Space and Common Areas**

- All major subdivision developments require 10% open space. The development will provide approximately +/- 12.9% (+/- 0.37 acres) open space as indicated on the site plan. This open space will be in buffer areas on the eastern and western sides of the project site. These areas shall meet the Town's standards for Open Space calculation, per Section 4.9 of the UDO.

- While usable open space is not required as part of a Conditional Zoning District, usable open space has been included for the community.

- **Stormwater**
 - Stormwater management best practices will be applied on the site as necessary and required to control stormwater runoff throughout the project. All storm-water will be handled on site in a series of ponds, basins, bioswales or other devices.
 - The project site is located within a high-quality watershed (HQW). To control and treat stormwater runoff for the project, stormwater best management practices will be applied as necessary and required by the Town of Southern Pines and State of North Carolina. Any required stormwater management devices will be permitted as required by the appropriate state and local agencies.
 - Stormwater management for the site shall meet pre/post requirements and be conducted via a combination of rain gardens, depressions, bioswales, underground cisterns, and/or retention ponds on each lot, within the common open space, or a combination of the two.

- **Utility Service**
 - The Town of Southern Pines can provide adequate water and sewer service to service this development. Utilities are currently within proximity, along the streets and adjacent properties near the proposed site or located directly on the property. All utilities on the site will be located underground.

The descriptions and narrative described above will apply to the entire project as indicated in the Conditional Zoning District plan document. For further clarification a list of conditions has been provided with this application.

From: [Jones, DeAngelo J](#)
To: [Cindy Williams](#); [Archie Daniel](#); [Cory Albers](#); [David Byrd](#); [Director](#); [Greg Thompson](#); [James Michel](#); [Ken Skipper](#); [JuarezPozos, Dagoberto](#); ncsandhillsrcw@fws.gov; [Cloutier, Rick](#); [Ron Istre](#)
Cc: [Alaina Mallette](#)
Subject: RE: [External] Z-03-25 Village Walk Conditional Zoning District
Date: Monday, April 7, 2025 3:13:10 PM
Attachments: [image001.png](#)

Hello Cindy

I have reviewed the plans for Village Walk Cottage Court. Comments are as follows:

1. A driveway permit will be required for the connection on the SW Service Road (SR 1872)
2. A 3-party encroachment will be required for the water main tie-ins along the SW Service Road (SR 1872).
3. Show impacts of utility conflicts with existing drainage system. Show how driveway drainage will interface with existing drainage system.
4. Provide grading and drainage plan.
5. Design detail of the proposed driveway connecting to SR 1872 is required.
6. Provide driveway profile .
7. Provide additional detail of the water main location relative to the edge of pavement of US 1 needs to be shown.
8. Please indicate existing sewer main on the plans.

If there are any additional questions please let me know.

Have a great day!

DeAngelo J. Jones

Senior Assistant District Engineer
North Carolina Department of Transportation
Division of Highways
Division 8, District 2

(910)944-7621
djjones1@ncdot.gov

902 N Sandhills Blvd
PO Box 1067
Aberdeen, NC 28315





TOWN OF SOUTHERN PINES COURTESY REVIEW

Case: Z-03-25 – Village Walk

Location: Between South Hale Street and US Highway 1

PIN#s: 857108887345, 857108888362, 857108889334, 857108980445, and 857100981555

March 22, 2025

Following a review of the above referenced application by the RLUAC Land Use Committee, it has been determined that:

- The site is designated as Important to Protect in the Fort Bragg Compatible Use Rating system due to its location within a designated High Quality Waters drainage area (Mill Creek HQW Management Area).

RLUAC encourages the Town of Southern Pines and the owner / developer to take such measures as are feasible to limit the impact of stormwater runoff from the future development of the site on McDeeds Creek (a tributary of Mill Creek) and the Mill Creek High Quality Waters Management Area. Maintaining the integrity of important environmental assets contributes to the overall compatibility of our region with Fort Bragg's environmental protection mission, which goes hand-in-hand with its military training and operational missions. Beyond the potential environmental impact of the proposed development, the nature of the use proposed for the site does not present any compatibility concerns with regard to military training or operations.

While RLUAC's findings and recommendations are non-binding on the Town of Southern Pines, their consideration and incorporation into your review of this case will help to improve compatibility outcomes for our region as a whole by protecting Fort Bragg's military training and operational missions.

Thank you for allowing RLUAC to review this case.

Kia Anthony, Chairman

Vagn K. Hansen II, AICP, Executive Director

From: [Director](#)
To: [Cindy Williams](#)
Subject: Re: MAPP-01-25 Village Walk Major Subdivision
Date: Friday, March 28, 2025 11:55:57 AM

Cindy,

The comment letter provided for the conditional zoning case for the subject property is applicable to the subdivision review as well.

Thanks,

Vagn

Vagn K. Hansen II, AICP, Executive Director
Regional Land Use Advisory Commission
6205 Raeford Road

Fayetteville, NC 28304

(910) 398-3743

director@rluac.com

www.rluac.com

On Thu, Mar 27, 2025 at 1:43 PM Cindy Williams <CWilliams@southernpines.net> wrote:

Good afternoon,

Please review the attached Notice and site plan and respond with any comments or concerns at your earliest convenience.

Sincerely,

Cindy Williams

From: [Nora Bowman](#)
To: [James Michel](#)
Cc: [Alaina Mallette](#); [BJ Grieve](#)
Subject: Concern Regarding Village Walk Development
Date: Wednesday, April 9, 2025 5:20:50 PM

Dear Town of Southern Pines Planning Department,

My name is Nora Bowman, and I reside at 740 South Hale Street in Southern Pines. I am reaching out to express my concerns regarding the proposed Village Walk development located at 660 SW Service Road.

My neighborhood is located directly behind this project, along South Hale Street. While my neighbors and I understand that the development is still in its early stages, we would like to respectfully request that all construction traffic be routed exclusively via SW Service Road for both entry and exit to the site.

We believe that using SW Service Road for construction access—and eventually as the primary access for the Village Walk development—will significantly benefit both our neighborhood and the development itself. This route will help reduce the impact of construction-related traffic and noise, which could otherwise pose risks to the public health, safety, comfort, and general welfare of our community. Additionally, directing construction traffic away from South Hale Street will help minimize further wear and tear on a roadway that is already showing signs of damage from recent nearby construction activity.

Some of our neighbors were able to attend the recent neighborhood meeting held by Koontz Design. While that meeting was informative, many in the community still have broader concerns, and we trust that future opportunities will be provided for residents to voice those as the project progresses.

On behalf of the residents of our neighborhood, thank you for your time, consideration, and attention to this important matter.

Sincerely,

Nora Bowman

740 S Hale Street
Southern Pines, NC

NEIGHBORHOOD MEETING REPORT

DATE: March 26, 2025

PROJECT: Village Walk Cottage Court

LOCATION: 660 SW Service Rd
Southern Pines, NC 28387

SUBMITTED BY: Trevor Hansen

ATTENDEES: Trevor Hansen, Koontz Jones Design, PLLC
Devin Macfarlane, Koontz Jones Design, PLLC
Travis Greene, Moore HL Properties, Inc.

A Neighborhood Meeting was held on Thursday, March 20th, 2025, from 4:00pm to 6:00pm in the Center Room of the Southern Pines Train Station, located at 235 NW Broad Street in Southern Pines. The town of Southern Pines encourages applicants to hold a neighborhood meeting to provide citizens and property owners of affected areas with an opportunity to learn about applications for development approval. The owner and project team met with adjoining property owners to present the project and solicit feedback on the preliminary plans and exhibits for the proposed 2.8-acre "Village Walk Cottage Court" Conditional Zoning District. All adjoining property owners were notified by letter (see attached copy) a minimum of ten (10) days prior to the meeting.

The meeting was informal in nature, allowing property owners to attend at their convenience to review preliminary plans and exhibits and ask questions to the development team. No formal presentation was provided. Illustrative drawings of the overall master plan, architectural elevations, 3D model renderings, the submitted Conditional Zoning District narrative, and a site location map were provided for review by the owner's authorized agent. The owner and project team were available to answer questions regarding the proposed project.

Three individuals took the opportunity to attend the meeting, review plans, and discuss the project with the development team. A sign-in sheet requesting the name, address, and email address was kept and is attached to this document.

Trevor Hansen and Devin Macfarlane of Koontz Jones Design and Travis Green of Moore HL Properties were in attendance to provide information and review plans with attendees. Questions relating to aspect of the proposed development were raised and responded to by the project team. The following is a list of the questions posed by attendees and responses made by the project team:

- What is being proposed for the site?

- The project team showed plans and illustrative exhibits for the proposed development and provided a summary of what will be included in the development. It was explained that a total of 24 dwelling units, consisting of single-family detached cottages and multi-family attached quadplex units will be developed. It was explained to attendees where access will be provided, primarily from SW Service Rd as well as from Hale Street, overall proposed parking, and sidewalk accessibility along Hale Street. The project team highlighted that cottages will be appealing from both the front and rear of the units, with vegetation and fencing to buffer the development. Plans and exhibits were shown to explain the “Cottage Court” orientation with communal open space in the center of the development. It was explained that this proposed development reduces the number of dwelling units and the amount of required parking in comparison to the previously approved Special Use Permit for this site, filed by the previous landowner. Illustrative plans and illustrative exhibits were shown to help communicate the design intent and overall character of the proposed Cottage Court development.
- Why is this project going through the Conditional Zoning District process?
 - The project team explained the process of applying for a Conditional Zoning District. It was explained that going through a Conditional District rezoning would require us to establish site and project-specific conditions and deviations from the Town’s UDO standards, but that it will follow a recommended development pattern, Cottage Court, outlined in the Town’s Comprehensive Plan. It was also explained that there are no current UDO development and design standards for the proposed Cottage Court development pattern and that the Conditional Zoning District process was the only available process to approve this project type and create those standards for development.
- What is being done to deal with traffic in and out of the site?
 - The project team explained the requirements for site accessibility and fire code would require a minimum two points of egress. The project team also explained that the previously approved SUP and site plan allowed for more units (34) than the (24) units that we were proposing, and that the traffic into this development, if approved, would be less than the previous SUP approval.
- Is the applicant aware of the adjacent daycare next door?
 - The project team let the adjoining owners know they were aware of the daycare and noted that the proposed plan will include a six foot (6’) tall opaque fence running along the edge of the daycare property and the site will conform to all buffer requirements of the UDO.
- How will the development affect views across Hale Street?
 - The project team explained how the proposed development will feature attractive facades to both the back and front of all proposed structures, and the architectural style will be designed to reflect the character of historic craftsman homes in Southern Pines. It was explained that the site will conform with the buffer requirements of the UDO, and existing vegetation within the Hale St right-of-way will be preserved where possible.

- What will the proposed units cost?
 - The project team explained that unit costs have not been determined at this point in the process, but that the differing unit types and densities will offer a variety of pricing options. The owner is planning to sell the units, but there is a possibility that future owners may lease them out to renters.

The project team considered all comments and feedback from the attendees; however, it was determined that this did not warrant any revisions to the layout, design, and/or proposal of the submitted application.

A handwritten signature in black ink, appearing to read 'Trevor Hansen', enclosed within a thin black rectangular border.

Trevor Hansen, PLA

These notes reflect the author's interpretation of the events during the referenced meeting. Any additions or modifications required should be submitted to the author in writing.

HALE ST COTTAGES

SINGLE-FAMILY DETACHED COTTAGES
ARCHITECTURAL CHARACTER
SOUTHERN PINES, NORTH CAROLINA

MAX. BUILDING HEIGHT 40'



PREPARED BY:



KOONTZ
JONES
DESIGN

DISCLAIMER:
THESE DRAWINGS ARE CONCEPTUAL IN NATURE AND IS FOR ILLUSTRATIVE PURPOSES ONLY. THESE
PLANS/ELEVATIONS ARE SUBJECT TO CHANGE.

HALE ST COTTAGES

SINGLE-FAMILY ATTACHED COTTAGES

ARCHITECTURAL CHARACTER

SOUTHERN PINES, NORTH CAROLINA

MAX. BUILDING HEIGHT 45'

PREPARED BY:



**KOONTZ
JONES
DESIGN**

DISCLAIMER:

THESE DRAWINGS ARE CONCEPTUAL IN NATURE AND IS FOR ILLUSTRATIVE PURPOSES ONLY. THESE PLANS/ELEVATIONS ARE SUBJECT TO CHANGE.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HALE ST COTTAGES

This Declaration of Covenants, Conditions, and Restrictions ("Declaration") is made this [DATE], by [DEVELOPER'S NAME], hereinafter referred to as "Declarant."

RECITALS

WHEREAS, the Declarant is the owner of certain real property located on Clark Street in Southern Pines, Moore County, North Carolina, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, the Declarant desires to create a residential community to be known as "Clark Street Townhomes" (the "Subdivision") and to provide for the preservation of the values and amenities in said Subdivision and for the maintenance of the Common Areas, private roads, and other improvements;

WHEREAS, the Declarant desires to subject the Property to the provisions of this Declaration, which are intended to protect the value and desirability of the Subdivision and to be binding upon all persons having any right, title, or interest in the Property or any part thereof;

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Property and which shall run with the land and be binding on all parties having any right, title, or interest in the Property or any part thereof, and their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I: DEFINITIONS

1. "Association" shall mean the Clark Street Townhomes Homeowners Association, Inc., a North Carolina nonprofit corporation, its successors, and assigns.

2. "Common Area" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners, including, but not limited to, private roads, green spaces, and landscaped areas.
3. "Lot" shall mean any numbered plot of land shown on the recorded subdivision plat of the Property, which is intended for development as a townhome.
4. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot within the Subdivision, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.
5. "Declarant" shall mean [DEVELOPER'S NAME], its successors, and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.
6. "Subdivision" shall refer to the planned community known as Clark Street Townhomes, located on Clark Street in Southern Pines, North Carolina.

ARTICLE II: PROPERTY RIGHTS

1. Owner's Easement of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- The right of the Association to establish reasonable rules and regulations governing the use of the Common Area.
- The right of the Association to suspend the voting rights and rights to use the Common Area by an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

2. Private Roads: The roads within the Subdivision are private and shall be maintained by the Association. No Owner shall block, obstruct, or hinder traffic on the private roads. The Association may adopt rules regulating parking and speed limits on private roads.

ARTICLE III: HOMEOWNERS ASSOCIATION

1. Membership: Every Owner of a Lot within the Subdivision shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2. Voting Rights:

- Declarant Voting Rights: The Declarant shall be entitled to ten (10) votes for each Lot they own within the Subdivision. This special voting right shall continue until the Declarant no longer owns any Lots or until the Declarant voluntarily relinquishes this right in writing.

- Owner Voting Rights: After the Declarant no longer owns any Lots or relinquishes the special voting rights, each Lot shall have one (1) vote in the Association.

- Voting rights are subject to suspension as provided herein and in the Bylaws of the Association.

3. Board of Directors: The affairs of the Association shall be managed by a Board of Directors. The number, term, and qualifications of the Directors shall be as set forth in the Bylaws of the Association.

4. Assessments:

- Creation of the Lien and Personal Obligation of Assessments:** The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) special assessments levied for emergency purposes. Such assessments, together with interest thereon and costs of collection, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made.

- Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subdivision and for the improvement and maintenance of the Common Areas, including the maintenance of private roads, open spaces, and landscaping.

ARTICLE IV: USE RESTRICTIONS

1. Residential Use: All Lots shall be used for residential purposes only. No trade, business, or commercial activity shall be conducted on any Lot, except for home offices or home-based businesses that do not generate customer traffic, noise, or other nuisances detectable outside of the dwelling.

2. Architectural Control:

- No structure, including any building, fence, wall, or other improvement, shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing by the Architectural Control Committee (ACC).

- The ACC shall consist of three (3) members appointed by the Declarant during the Development Period and by the Board of Directors thereafter. The ACC shall consider the harmony of external design with existing structures, location with respect to topography and finished grade elevation, and conformity with the overall aesthetic of the Subdivision.

3. Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Owners shall refrain from activities that generate excessive noise, odor, or pollution.

4. Parking and Vehicle Restrictions:

- Parking shall be restricted to private driveways and garages. No vehicles shall be parked on the streets or Common Areas, except in designated guest parking spaces.

- Commercial vehicles, trailers, boats, and recreational vehicles shall not be parked on any Lot or street within the Subdivision unless stored in a garage or otherwise concealed from public view.

5. Pets:

- A maximum of two (2) household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. Pets shall be restrained at all times when outside the dwelling and must not create excessive noise or disturbance.

- Owners shall be responsible for cleaning up after their pets in the Common Areas.

6. Trash and Recycling:

- Trash service is provided by the town. Trash and recycling containers shall be stored out of view from the street, except on collection days when they may be placed at the curb.

- All garbage and recycling must be placed in secure, approved containers.

7. Lawn, Landscape Easement, and Open Space Maintenance:

- The Association shall be responsible for the maintenance of all lawns and open spaces within the Subdivision, including mowing, fertilizing, and landscaping.

- No Owner shall alter, landscape, or plant in these areas without the prior written approval of the Association.

ARTICLE V: INSURANCE AND MAINTENANCE

1. Insurance:*

- The Association shall maintain adequate property insurance covering the Common Areas and any improvements thereon against loss or damage by fire, flood, storm, and other hazards, including liability insurance covering the Common Areas and the Board of Directors.

- Each Owner shall be responsible for obtaining insurance coverage for their Lot and townhome, including casualty, liability, and flood insurance if applicable.

2. Maintenance:

- The Association shall maintain the Common Areas, including roads, open spaces, and landscaping. Maintenance shall include, but not be limited to, repair, replacement, and upkeep of all common facilities, utilities, and infrastructure.

- Each Owner shall maintain their townhome and Lot in good condition and repair, including, but not limited to, exterior surfaces, roofs, windows, doors, and landscaping within the Lot boundaries.

ARTICLE VI: EASEMENTS

1. Utility Easements: There is hereby reserved a blanket easement over, under

, and through the Subdivision for the installation, repair, and maintenance of utilities, including but not limited to water, sewer, electricity, gas, cable television, and telecommunications.

2. Ingress and Egress: Easements for ingress and egress over private roads are hereby established for the benefit of all Owners and the Association. No Owner shall obstruct or interfere with the use of these easements.

3. Drainage Easements: Easements for drainage facilities are hereby reserved, and no structure or improvement shall be placed within such easements that would interfere with the flow of water or maintenance of drainage systems.

ARTICLE VII: AMENDMENT

1. Amendment by Declarant: The Declarant reserves the right to unilaterally amend this Declaration for so long as the Declarant owns any Lot within the Subdivision. Any amendment by the Declarant shall be consistent with the general purposes of this Declaration.

2. Amendment by Owners: After the Declarant no longer owns any Lots, this Declaration may be amended by a vote of two-thirds (2/3) of the Owners, with each Lot receiving one vote. Amendments shall be recorded in the public records of Moore County, North Carolina, to be effective.

ARTICLE VIII: GENERAL PROVISIONS

1. Enforcement: The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, restrictions, easements, and liens now or hereafter imposed by this Declaration. Failure to enforce any provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability: Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

3. Duration: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant, and any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots has been recorded agreeing to terminate or amend these covenants.

4. Interpretation: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a residential community.

Headings are for convenience only and shall not affect the meaning or interpretation of any provision herein.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year first above written.

[DEVELOPER'S NAME]

[DEVELOPER'S SIGNATURE]

EXHIBIT A: Legal Description of Property

Agenda Item

To: Reagan Parsons, Town Manager

Via: BJ Grieve, Planning Director

From: James Broadwell, Planner II

Subject: MAPP-01-25: Request to Subdivide Five Adjoining
Parcels Situated Between SW Service Road and S. Hale
Street into 23 Lots

Date: July 22, 2025

I. SUMMARY OF APPLICATION REQUEST

Trevor Hansen of Koontz Jones Design PLLC, on behalf of Moore HL Properties Inc., contingent on the approval of their Z-03-25 rezoning request and corresponding WP-01-25 Watershed Protection Permit, have submitted a Major Subdivision Preliminary Plat to subdivide +2.86 acres of land in between S Hale Street and SW Service Road into 10 single-family detached lots, 12 single-family attached lots, and one common area—totaling 23 lots.

II. PLANNING BOARD PRELIMINARY FORUM

A preliminary forum was opened and concluded on April 17, 2025. Planning staff presented a brief description of the subject parcel and staff's seven unresolved issues. Following staff's comments, Trevor Hansen of Koontz Jones Design (now, V3), agent for the Applicant, made a presentation to the Planning Board, providing an overview of the proposal.

Four members of the public and Bob Koontz, of KoontzJones Design/V3, also spoke during the hearing. Members of the public and the Planning Board discussed concerns with the applicant during the hearing. Those concerns included the high density of development, traffic impacts (access, speed, circulation within West Southern Pines and US-1, and increased traffic and congestion), monument signage that gives the appearance of gateway signage/name of the development, gentrification and affordability, fencing along S Hale Street, building orientation, height limits, setbacks, site lighting, and the conversion of units into short-term rentals.

For traffic concerns, the applicant stated that 174 trips per day were estimated (estimates below 200 trips per day do not require a traffic analysis study). For signage concerns, the applicant said that the scale of monument signs was needed for visibility from the high-speed highway, but understood the concern regarding the community's heritage, the proposed name, and scale of the signage. On gentrification and affordability, the applicant stated that they intend to integrate different housing types to encourage missing-middle housing options that fit within the community's character.

After closing the forum, the Planning Board concluded the conversations without a vote to transmit a list of issues to the Town Council. However, a motion was made to list the 11 additional concerns that the body believed were not adequately addressed by the applicant, which are listed below. The motion carried by a vote of 6-1, with Ms. Wade dissenting.

1. Insufficient commitment to retain the existing trees for the 30-foot buffer along SW Service Road, which would help preserve community character.
2. Fencing along S Hale Street is inconsistent with Comprehensive Plan Policy 7.2 and UDO §4.7(C), which discourages fences in front yards, and should be at least 60% transparent.
3. Courtyard-oriented (rather than S Hale Street-oriented) homes are inconsistent with Comprehensive Plan Policy 7.2. The Board recommends front-facing façade along S Hale Street or, alternatively, two-sided architecture (i.e., one façade facing S Hale Street and a second façade facing the interior courtyard).
4. There is no commitment to place the proposed 1.5-story homes with dormer along S Hale Street, which would be more consistent with the low-profile of homes within the West Southern Pines character district.
5. Monument signs along S Hale Street and SW Service Road are not consistent with the WSP Character District or the UDO, and should be limited to up to two four-foot pole-mounted ground signs.
6. Side and Highway yard buffer planting locations should meander in all cleared areas on each side considering an existing 20' sewer utility easement crossing the property lines, the proposed vehicle use areas (VUA) abutting the buffer, and proposed fences and building locations.
7. Inadequate looping of water main lines throughout the site. The conceptual utility plans should be updated.
8. Traffic (i.e., patterns, congestion, and safety) impacts within West Southern Pines and along U.S. Highway 1.
9. Impacts on existing infrastructure, especially water pressure.
10. "Village Walk" as a development name is not consistent with the heritage of West Southern Pines.
11. Quadplexes would preferably be for-sale condominiums rather than rental properties to encourage long-term residents.

Pursuant to NCGS §160D-301(b)(6), the Town Council is reminded that no part of the Planning Board's discussion that took place on April 17, 2025, may be used as a basis for the Council's decision on MAPP-01-25.

III. APPLICATION CONTINUANCE AND REVISIONS

Following the April 17, 2025 Planning Board meeting, at the May 13, 2025 Town Council meeting, the applicant opted to continue the Z-03-25, WP-01-25, and MAPP-01-25 files for 60 days. Prior to the meeting, the applicant conducted a thorough feasibility analysis of the "Village Walk Cottage Court" development plan and concluded that it was not economically viable to move forward with. Moreover, the applicant understood that

notable changes would be necessary to address the concerns raised in the Planning Board resolution.

The applicant subsequently worked with town staff to craft changes that would address the Planning Board resolution concerns, make the project economically viable, and remain consistent with community character. The resultant plan following these revisions is the **“Hale Street Cottages” Conditional Zoning District and Preliminary Plat**, which involves a reduction in unit count from 24 to 22. The unit types proposed with this plan are only single-family detached and single-family attached units. This staff report and its attachments capture the elements and clarifying details of the Hale Street Cottages Preliminary Plat.

IV. PROJECT INFORMATION

A. Physical Addresses	B. Property	C. Authorized Agent
660 SW Service Rd	Owner/Applicant	Trevor Hansen
<u>PARIDs:</u>	Travis Greene	Koontz Jones Design,
• 96000398	Moore HL Properties,	PLLC/V3
• 00039171	Inc	140 Applecross Rd, Ste B
• 00033309	55 Walnut Creek Rd	Pinehurst, NC 28374
• 00039172	Pinehurst, NC 28374	
• 20190151		

A. Project Background and Site Information

i. Project Background and Zoning History

Comprehensive Plan Designation. The General Framework Map and Conservation and Development Maps from the Comprehensive Plan categorize this site as an “Area to Enhance” and “Neighborhood” respectively. This neighborhood area is intended to promote multiple home types and especially “missing-middle” home choices. Applicants for development in these areas should consider walkability and well-connected networks of open spaces where feasible.

West Southern Pines (WSP) Character District. The WSP Character District predominantly contains buildings oriented toward a gridded street network. Mature trees, narrow streets, and low-profile homes on small lots is characteristic of the character district. Single-family detached homes on small lots, courtyard cottages, and townhomes are all considered appropriate residential building types in the WSP Character District. Development should prioritize infill, mix of uses, buildings one to three stories tall, and walk-bike-auto-bus orientation.

Zoning. Contingent on the rezoning request of Z-03-25, the existing zoning district will be Residential Mixed Housing-1 Conditional District (RM-1CD). Final conditions approved for Z-03-25, as part of the Conditional Zoning District application, will be submitted into the record by either planning staff or the

applicant, if approved. In the event that the rezoning request is denied or continued, then the effective zoning will remain Office Services (OS).

Overlays. Furthermore, the subject properties are completely within the Urban Transition Highway Corridor Overlay (HCO), West Southern Pines Overlay (WSPO), and High-Quality Watershed (see figure 1).

Figure 1. Zoning Vicinity Map (Subject Property Outlined in White). Hashed lines represent the HCO.

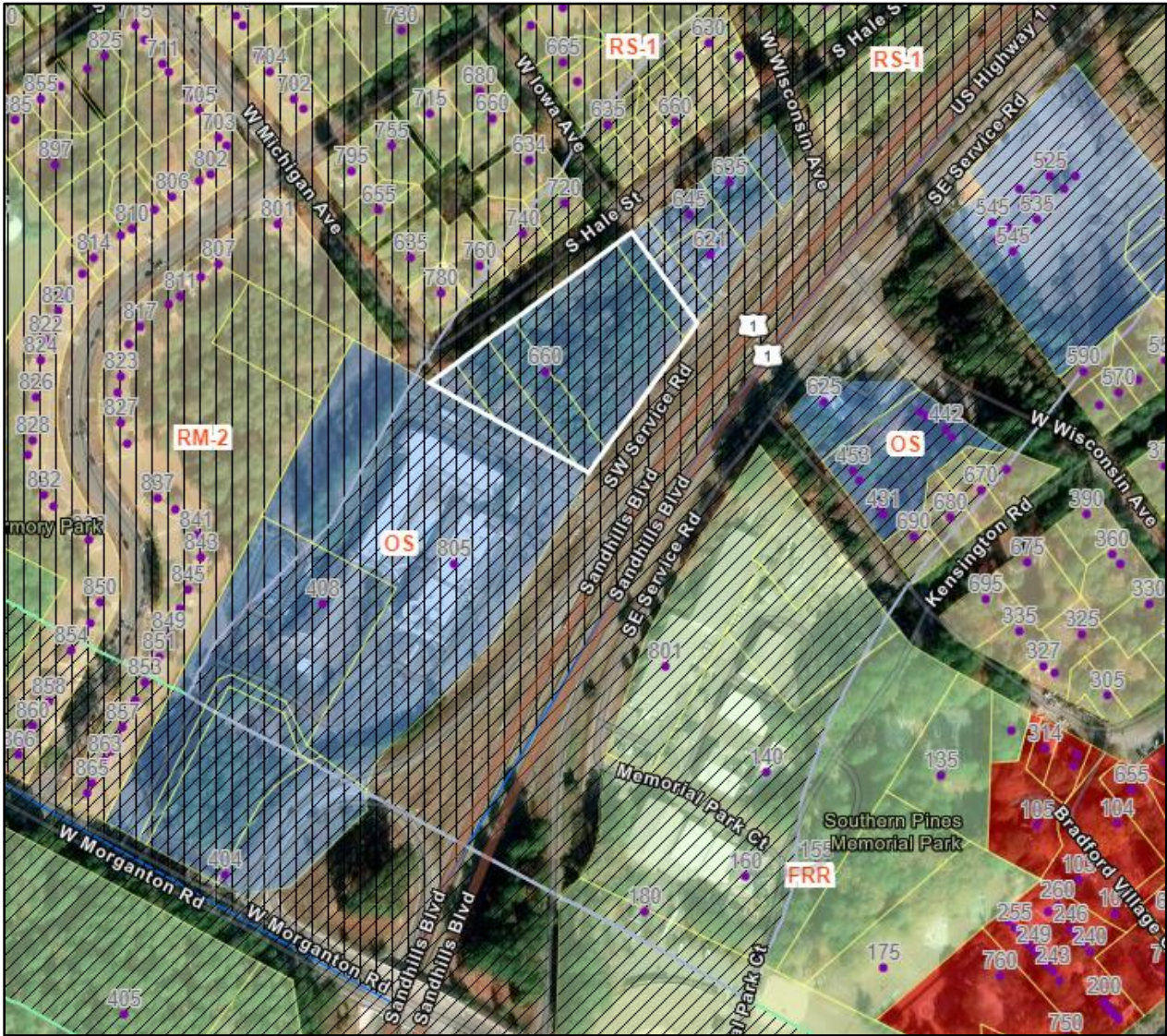


Figure 2. Imagery of the Subject Parcels (Facing South).



MAPP-01-25 Hale Street Cottages

July 2025 Town Concil



MAPP-01-25 Hale Street Cottages



MAPP-01-25 Hale Street Cottages



V. STAFF REVIEW

A. Application Review Dates

Pre-Application Meetings: **November 2023** and **October 2024**

Application Submitted: **March 27, 2025**

Application Complete: **March 27, 2024**

Updated Materials Submitted: **April 2, 2025**

Technical Review Committee Meeting: **March 18, 2025**

Planning Board Preliminary Forum Notice

Publication: **April 2, 2025** and **April 9, 2025**

Mail: **March 28, 2025**

Signage: **April 1, 2025**

Internet: **March 27, 2025**

Planning Board Agenda Meeting: **April 10, 2025**

Planning Board Regular Meeting: **April 17, 2025**

Town Council Public Hearing Notice

Publication: **April 30, 2025** and **May 7, 2025**

Mail: **April 25, 2025**

Signage: **April 1, 2025**

Internet: **April 24, 2025**

Town Council Evidentiary Hearing (continued): **May 13, 2025**

New Preliminary Plat submitted: **May 30, 2025**

Technical Review Committee Meeting (revised plans): **June 10, 2025**

Updated Materials Submitted: **July 7, 2025**

Updated Materials Submitted: **July 11, 2025**

Town Council Evidentiary Hearing: **July 22, 2025**

B. Process and Standards of Review

UDO §2.19, General Subdivision Regulations, and §2.20, Major Subdivision, cover the procedures for review and approval of a Major Subdivision. The criteria for compliance with a Major Subdivision Preliminary Plat are found in UDO §2.20.4(G), and apply to the review and approval of this development.

C. Compliance with UDO §2.20.4(G) Major Subdivision Preliminary Plat

Criteria. A major subdivision is permitted only if the applicant demonstrates consistency with the following five criteria. Below are staff comments regarding the application's consistency with each:

1. ***The application is consistent with the Comprehensive Plan, as well as any other adopted plans for streets, alleys, parks, playgrounds, and public utility facilities.***

- **Missing-Middle Housing.**

The SW Service Road and S Hale Street area is anticipated to provide missing-middle housing on varying lot sizes that include connected networks of open space sensitive to the uses, densities, location, and character of surrounding areas. Comprehensive Plan policies 7.1 and 7.5—support housing diversity and workforce housing in the community—align

well with the proposed single-family detached and attached home layouts, and will provide an increased supply of “missing-middle” home-type inventory in line with these policy priorities.

- **Natural Character Preservation.**

The project’s narrative shows how it aims to maximize tree preservation throughout the site, as a significant number of mature trees are present, especially along S Hale Street (see figures 2 and 5). If Z-03-25 is approved, two of the applicant’s conditions will retain all trees, 10-inch diameter and larger, that do not interfere with:

- building footprints
- vehicular access and parking
- utility installation
- essential site grading

Trees along S Hale Street, in required buffers, and in the open space will be prioritized for preservation under the proposed conditions (see file Z-03-25). This condition is consistent with Comprehensive Plan policies 4.9 and 4.10—preserve natural character and minimize tree loss during development.

Figure 5. Mature Trees Along S Hale Street and Internal to the Site.



- **Accessory Dwelling Units.**

The applicant’s proposed conditions in Z-03-25 include provisions for Accessory Dwelling Units (ADU)—mainly that they may encroach up to 10-feet into the rear setback, shall include one additional parking space within the corresponding lot, and shall have a maximum height of 15-feet if encroaching into the setback the full 10-foot distance. Additionally, the condition states that height may increase one-foot for every two-feet pushed back towards the setback line (example: an 8-foot encroachment may build at

a 16-foot max height). Otherwise, the ADUs will follow standards outlined in UDO §5.2.

The applicant communicated on July 9, 2025 that these ADU deviation provisions intend to establish rules unique to this Z-03-25 Conditional Zoning District so that ADUs can feasibly be built in the future. The project developer intends to build ADUs only if an identified homebuyer requests one; otherwise, the applicant intends to establish these rules so future homebuyers can build them if desired. Without the ability to encroach into the rear setback, constructing ADUs on the detached lots would be challenging. Staff find these deviations are consistent with Comprehensive Plan policies 7.1 and 7.5, as ADUs are an effective means of providing attainable, infill housing. Additionally, the setback to height ratio proposed in the applicant's condition #8 is consistent with an existing accessory building provision found in UDO Exhibit 4-1; therefore, staff do not find any issues with the framework.

In conclusion, staff find that, should files Z-03-25 and WP-01-25 be approved, this MAPP-01-25 preliminary plat is consistent with Comprehensive Plan policies 7.1, 7.5, 4.9, and 4.10, and therefore this criterion.

2. *The proposed Subdivision complies with the UDO and applicable state and federal regulations;*

• **Highway Yard Buffer.**

The subject property is located in the Urban Transition Highway Corridor Overlay (HCO), which requires a 50-foot highway yard buffer. An existing 20-foot-wide sewer easement traverses the subject property's highway yard and side yard buffers, and a Duke Energy power utility easement traverses the highway yard buffer (overlapping with the sewer easement) (see figure 4). Both will limit the buffer planting rates that are prescribed in UDO Exhibit 4-4. To mitigate this, as part of Z-03-25, the applicant will plant native grass and wildflower seed mixes in the 20-foot sewer easement, and plant according to the Exhibit 4-4 buffer planting standards everywhere else in the highway yard and side buffer widths.

Additionally, the 50-foot highway yard buffer entirely falls within the private yards of the future townhome owners. For that reason, staff recommended establishing a landscaping easement to ensure the buffer plantings remain in perpetuity and fall to the HOA's responsibility. The applicant made the adjustments within file Z-03-25 and in the development's draft HOA covenants (see attachment 6). Given the intensity of the US-1 traffic adjacent to the proposed townhomes, staff find that maximizing the highway yard buffer to be a vital aspect of this development plan, and that the applicant's mitigation measures will satisfy these UDO requirements.

- **Red Cockaded Woodpecker (RCW) and the High-Quality Watershed.**
Feedback from the Regional Land Use Advisory Commission (RLUAC) on 3/22/2025 indicated no concerns regarding the RCW. However, RLUAC did express concerns about the High-Quality Watershed and future runoff (see attachment 7). Staff have found that the applicant's stormwater management plan and nearby stormwater infrastructure to be sufficient to address this concern; moreover, the applicant will need to gain approval of a 5/70 exemption allocation, via file WP-01-25, prior to approval of the Major Subdivision Preliminary Plat.
- **Stormwater Control.**
The subject property's topography shows that stormwater will drain generally from west to east, and ultimately into the 30-inch drainage pipe on SW Service Road and the 36-inch drainage pipe on US-1. Before connecting to this infrastructure, the applicant has shown they'll first meet stormwater control requirements via a combination of rain gardens, depressions, bioswales, underground cisterns, and/or a small retention pond. Given the creative stormwater control design and robust NCDOT drainage pipe system the site internal system will connect to, staff find that the applicant's stormwater plan complies with the UDO and state regulations.

With the tentative approval of Z-03-25, the confirmation that no state or federal regulatory issues are present, and the assessment that no conflicts with the town's UDO are present, staff do not find any regulatory issues with this application. Refining technical details will be addressed during site plan review with the Technical Review Committee to ensure compliance with all applicable ordinances. Therefore, staff find that the application is consistent with this criterion.

3. ***The proposed Subdivision, including its lot sizes, density, access, and circulation, is compatible with the existing and/or permissible zoning and future land use of adjacent property;***

- **Lot Dimensional Standards.**
With file Z-03-25, the applicant has proposed reduced lot and dimensional standards for the proposed units including, but not limited to, 5-foot side setbacks and 40-foot minimum lot widths for detached lots, and 10-foot side setbacks for townhome structures. Though the proposed density for this development is greater than the surrounding area, staff do not assess that it presents a density or access issue, as all buildings will maintain a minimum separation of 10 feet.
- **Parking and Access.**
Pending the approval of Z-03-25, future residents will access the detached and attached lots via an access easement, managed by the HOA. The rear-loading design means that no required parking will access off of S Hale Street. All allocated parking, surface and garage spaces, will access via SW

Service Road, and each unit will have two corresponding parking spaces (see Figure 4). Staff find that this design will meet all UDO requirements.

Refining technical details will be addressed during site plan review with the Technical Review Committee to ensure compliance with all applicable ordinances. Therefore, staff find that the application is consistent with this criterion.

4. ***The proposed Subdivision will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties;***

Based on the application materials, preliminary plat layout, and Technical Review Committee analysis of the subject property and surrounding areas, staff find that safety and viability concerns are sufficiently addressed. Of note, the 20-foot access easement will ensure proper fire and emergency access to all of the 22 proposed units. Therefore, staff find that the application is consistent with this criterion.

5. ***The proposed public facilities are adequate to serve the normal and emergency demands of the proposed Development, and to provide for the efficient and timely extension to serve future Development.***

Town utilities are readily available for extension to these proposed units, and town staff do not anticipate any issues in accommodating their proposed service. Proper spacing of fire hydrants will be reviewed during site plan review. Therefore, staff find that the application is consistent with this criterion.

D. Additional Staff Comments

- **Phasing Plan.**

The applicant has not proposed a phasing plan associated with this development as of the time of writing this staff report. Should the applicant choose to conduct a phasing plan, they will need to make that revision, and show it on the site plan, during site plan review.

Finally, if the Z-03-25 rezoning file is approved as presented at the July 22, 2025 legislative hearing, then staff find that this MAPP-01-25 application will have met all of the applicable Major Subdivision criteria.

E. Outside Agency and Public Comments:

Staff provided information on the project to outside agencies and received the following responses:

1. **Regional Land Use Advisory Commission (RLUAC) Comments.**

RLUAC identified the properties as “Important Areas to Protect” due to their location within the watershed’s high-quality water drainage area. The

requested Watershed Protection Permit, file WP-01-25, would permit up to 70% impervious surface on the site, if approved. The applicant is proposing less than the maximum allocation permitted, 52.8%, which is less than the 58% impervious surface calculation submitted with the “Village Walk” design. Furthermore, the applicant will be required to keep the current runoff for a heavy rain event at or below the current rate, which the applicant will accomplish with a variety of control measures mentioned in section V.3.(B) of this staff report. Therefore, staff believe that this concern has been properly mitigated.

2. **NCDOT Comments.** The NCDOT’s comments can be found in Attachment 7. Town staff have noted all of the NCDOT comments and will ensure that all requested information is submitted with the engineered site plan, which is reviewed by the Technical Review Committee following rezoning and major subdivision approvals.
3. **Water Pressure.** The Public Works Superintendent and the Town Engineer have stated to planning staff that the surrounding area is unlikely to experience any noticeable drop in water pressure due to sufficient capacity and flows. If residents experience a drop in water pressure, they should reach out to the Public Works department as it may be an indicator of a different issues.
4. **Traffic.** The applicant stated in the Planning Board hearing that there are an estimated 174 average daily vehicular trips. The new Hale Street Cottages design comprises only 22 total units, two less than the previously analyzed “Village Walk” design. A traffic design analysis is required by the UDO when 200 average daily trips are estimated; therefore, one was not requested by the Public Works Department. Inevitably though, future residents within the Hale Street Cottages community will transverse the West Southern Pines and SW Service Road areas, and the community is likely to experience small increases in traffic with the presence of new residents in the neighborhood.
5. **Construction Traffic.** Additionally, an adjacent resident voiced concerns about construction traffic along S Hale Street. To mitigate noise, nuisances, and possible road obstructions, the applicant included their condition #15 to direct the majority of construction traffic to utilize SW Service Road for access. This measure will help mitigate noise and disturbance to the surrounding neighborhood.

VI. ATTACHMENTS¹

The following materials are provided as attachments to this staff memorandum:

1. Draft Findings of Fact
2. Preliminary Plat Application

¹ Additional documentation, including but not limited to, the parcel deeds and applicable historical plats is available for review as a public document at the Town of Southern Pines planning office.

3. Existing Conditions
4. Narrative
5. Preliminary Plat
6. Draft HOA Covenants
7. Agency Comments
8. Applicant Neighborhood Meeting Report (from file Z-03-25)

VII. TOWN COUNCIL ACTION

To either approve or deny a Preliminary Plat application, the Town Council must make findings of fact and conclusions to the applicable standards.

- *The Town Council shall first vote on whether the application is complete and whether the facts presented are relevant to the case.*
- *The Town Council shall then vote on whether the application complies with the criteria as set forth in Section 2.20.4(G) Criteria for a Preliminary Plat, Criteria 1-5. Staff have drafted a finding of fact for consideration in Attachment 1. The Town Council may make modifications or provide an alternative to the draft findings of fact and related motions at their discretion.*

I move to:

1. **Adopt Attachment 1 of the staff report, as drafted, as Findings of Fact regarding the proposed Preliminary Plat MAPP-01-25.**

- OR -

2. Adopt Attachment 1 of the staff report as Findings of Fact regarding the proposed Preliminary Plat MAPP-01-25, with the following changes:

Next, the Town Council shall vote on whether to approve, deny, or approve with conditions the proposed Preliminary Plat. The Town Council may choose one of the following motions, or any alternative they wish.

I move to:

1. **Approve the Preliminary Plat MAPP-01-25;**

- OR -

2. **Deny the Preliminary Plat MAPP-01-25;**

- OR -

3. **Approve the Preliminary Plat MAPP-01-25 with the following additional condition(s):**

ATTACHMENT 1

Draft Town Council Findings of Fact Preliminary Plat Application MAPP-01-25

FINDINGS OF FACT

- A. The Town Council finds that the application is complete and that the facts submitted are relevant to the case because the request for Major Subdivision Preliminary Plat approval has met the specified submittal requirements as required in the Town of Southern Pines UDO Appendices, the applicants have submitted adequate evidence addressing criteria for a Preliminary Plat, and the evidence submitted was sworn testimony by qualified experts or provided through substantiated documentation.
- B. The Town Council finds that the application complies with UDO §2.20.4(G), Criterion 1 (the application is consistent with the Comprehensive Plan, as well as other adopted plans for streets, alleys, parks, playgrounds, and public utility facilities) in that the Preliminary Plat aligns with the 2040 Comprehensive Plan. The proposed subdivision is consistent with the General Framework Map and Conservation and Development Maps, which categorize the site as an “Area to Enhance” and “Neighborhood,” respectively. Areas of inconsistency have been sufficiently mitigated in the conditional rezoning file Z-03-25, which this MAPP-01-25 file is based upon.
- C. The Town Council finds that the application complies with UDO §2.20.4(G), Criterion 2 (the proposed subdivision complies with the UDO and applicable state and federal regulations) in that all applicable UDO, state, and federal regulations have been addressed, or will be addressed during site plan review. The proposed Major Subdivision is consistent with the subject property’s zoning, RM-1CD, with the imposition of the conditions tied to the approved file of Z-03-25. Moreover, the applicant’s plans to integrate the Urban Transition Highway Corridor Overlay buffer with overlapping utility easements sufficiently aligns to the purpose of the highway buffer noted in the Town of Southern Pines UDO.
- D. The Town Council finds that the application complies with UDO §2.20.4(G), Criterion 3 (the proposed Subdivision, including its Lot sizes, density, access, and circulation, is compatible with the existing and/or permissible zoning and future land use of adjacent property) in that the applicant is following the Urban Transition Highway Corridor Overlay and RM-1 zoning standards from the UDO, with the exception of modified standards detailed in the rezoning file Z-03-25. The modifications found and approved in Z-03-25 are consistent with those proposed in the Preliminary Plat.
- E. The Town Council finds that the application complies with UDO §2.20.4(G), Criterion 4 (the proposed subdivision will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties) in that the project does not present a safety or viability concern for the surrounding area. Conditions of the Conditional Zoning District Z-03-25 sufficiently mitigated negative impacts on adjacent properties and the Town Council has not identified any other safety or viability concerns.

- F. The Town Council finds that the application complies with UDO §2.20.4(G), Criterion 5 (the proposed public facilities are adequate to serve the normal and emergency demands of the proposed development, and to provide for the efficient and timely extension to serve future development) in that town utilities are readily available for extension to the proposed lots. Furthermore, site plan review by the Technical Review Committee will ensure that the site adequately meets water, fire flow, and sewer requirements.

Major Subdivision Preliminary Plat

REQUIRED APPLICATION MATERIALS:

- _____ **Special Use Permit Application** and all supporting documentation.
- X **Completed Major Subdivision Preliminary Plat Application** signed by the applicant.
- X **Appointment of Agent**, if applicable, signed by the property owner(s) and the agent.
- X **Deed** copy to provide proof of ownership and property boundaries.
- X **Preliminary Plat**: Please refer to Appendix A of the UDO (pg. A-11) for detail requirements.
- X **Written narrative**: It is the responsibility of the applicant to demonstrate compliance with **UDO §2.19** and **§2.20**.
- _____ **Additional documentation**: Additional text and/or maps provided to demonstrate consistency with the criteria for approval of a preliminary plat listed in **UDO §2.20.5(G)**. The list of criteria is attached.
- X **Covenants and Restrictions**, if applicable.
- _____ **Utility letters** confirming the availability of service and improvements necessary to provide water, wastewater, natural gas or telecommunications services (not needed for Town services).
- _____ **Drainage concept plan**, if applicable – see drainage impact analysis checklist.
- _____ **Traffic impact analysis**, if applicable – see traffic impact analysis checklist.
- X **Electronic copy (PDF) of all application materials** submitted to plan@southernpines.net

PLEASE SUBMIT ONLY ONE (1) COMPLETE SET OF ALL MATERIALS.

REVIEW AND APPROVAL:

1. **Staff Review**: Planning staff will review the application within five business days and notify the applicant if additional materials are needed.
2. **Public Hearing**: A public hearing will be held before the Town Council at its regular monthly meeting. (Please refer to the **Application Processing Timeline** to determine the hearing date.) In addition to the regular meeting, the applicant or a representative is expected to attend the Town Council agenda meeting the Wednesday prior to the regular meeting.
3. **Approval**: The Town Council may approve, conditionally approve or deny the application based on the criteria listed in **UDO §2.20.5(G)**. The Special Use Permit shall not become effective until the Planning Director approves and the Applicant records the final plat for the applicable area.

PLANNING DEPARTMENT
TOWN OF SOUTHERN PINES
801 SE Service Road, Southern Pines, NC 28387
plan@southernpines.net (910) 692-4003 www.southernpines.net



Major Subdivision Preliminary Plat Application

Date Received: _____ Case No.: S-____-____

Subdivision Name: HALE ST COTTAGES Street Address: 660 SW Service Rd. Southern Pines, NC 28387
PIN: 857108887345; 857108889334; 857108980445; 857100981555 Parcel ID: 96000398; 00039171; 00039172; 20190151 Zoning District: CZ-RM-1
Project acreage in: Lots 2.13 + Roads _____ + Open Space 0.46 + Common Area 0.27
+ Other (describe) _____ = Total Project Acreage 2.86 AC
Number of Lots: 22 Minimum Lot Size: 2,352 SQ. FT. (0.05 AC) Setbacks: 50' Front, 0' Interior Side, 5' Exterior Side, 25' Rear
Highway Corridor Overlay: Yes/No Yes If yes, Urban Village _____ Urban Transition X Rural Hwy _____
Watershed: Yes/No Yes If yes, LR #2: X LR Vass: _____ Nicks Creek: _____ HQW: Yes/No Yes
Does the site contain a Special Flood Hazard Area: Yes/No No Does the site contain wetlands: Yes/No No

Applicant:

Name: Koontz Jones Design, PLLC
Phone: 910-684-8487 Email: thansen@v3co.com
Mailing Address: 140 Applecross Rd. Suite B, Pinehurst NC, 28374

Contact Person, if different from Applicant:

Name: _____
Phone: _____ Email: _____
Mailing Address: _____

Legal Property Owner(s), if different from Applicant:

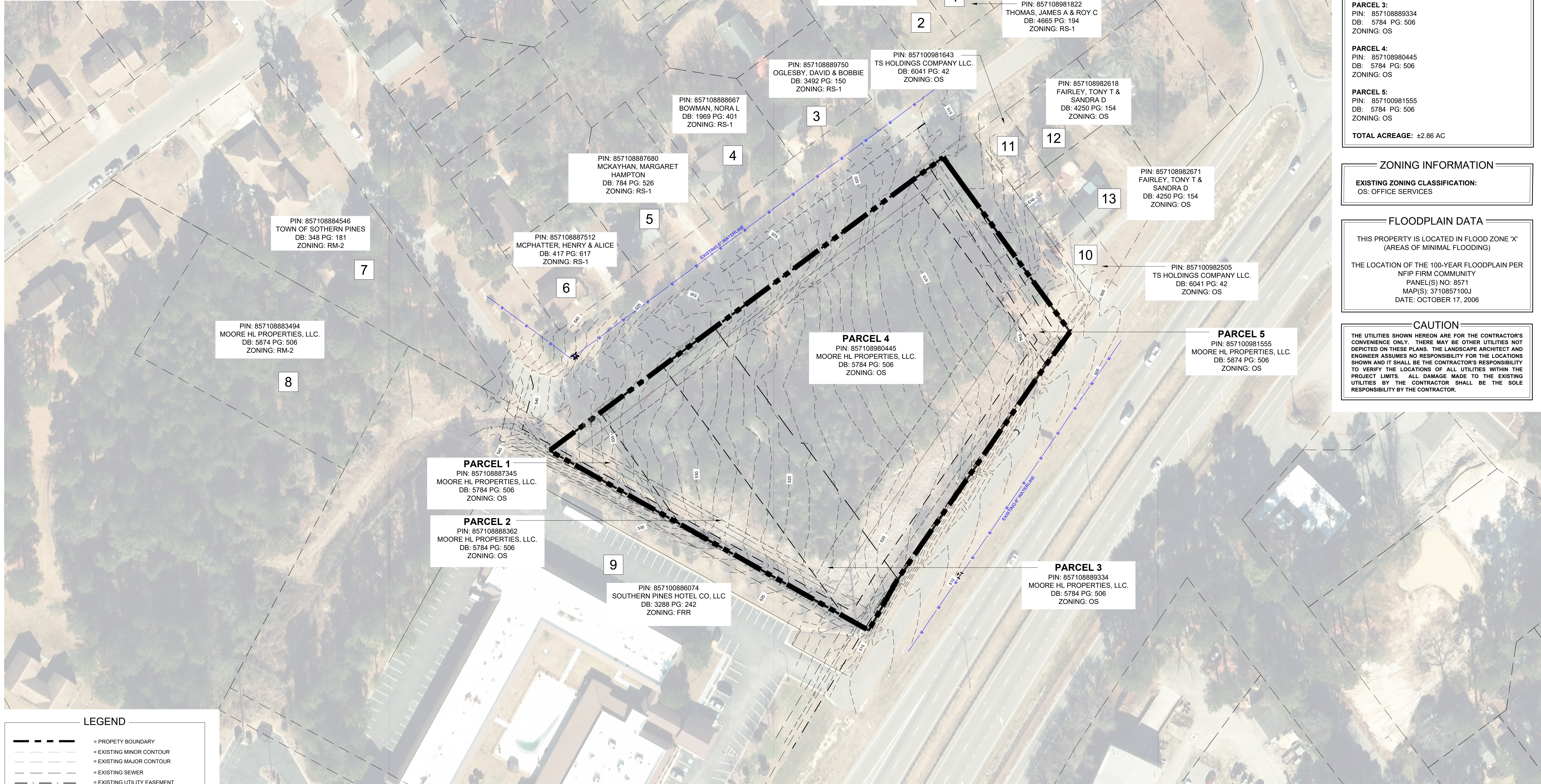
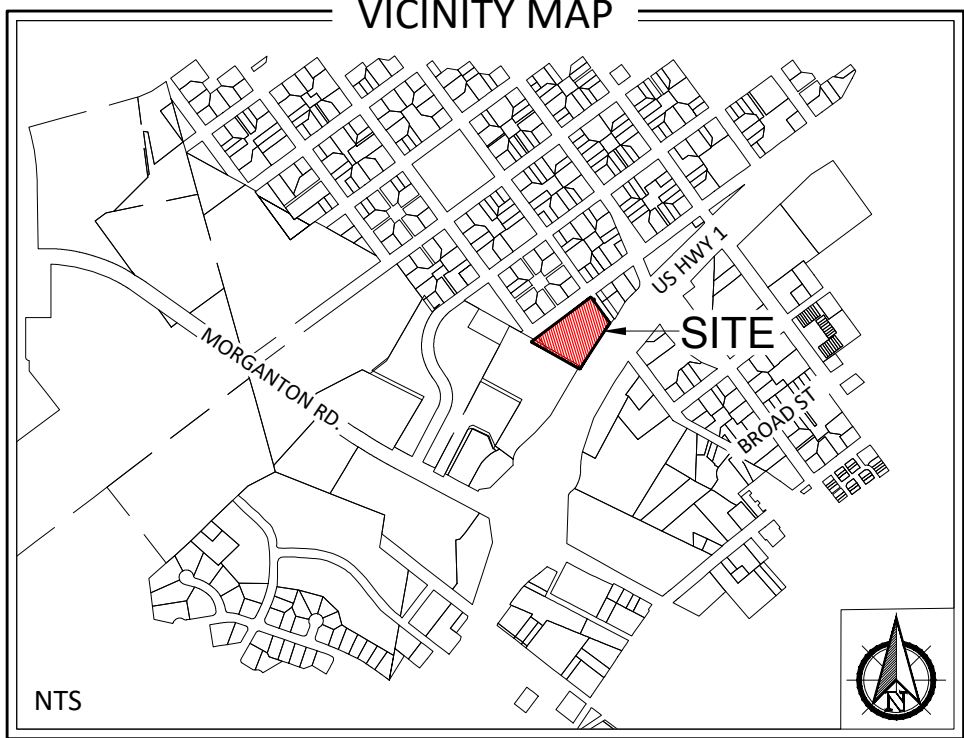
Name(s): Moore HL Properties, Inc.
Phone: 910-295-5973 Email: carolinabuilder@gmail.com
Mailing Address: 55 Walnut Creek Road

Date: _____ Signature of Applicant _____

UDO §2.20.5 Preliminary Plat

(G) Criteria

- (1) The application is consistent with the approved Sketch Plat, if applicable.
- (2) The application is consistent with the Comprehensive Plan, as well as any other adopted plans for streets, alleys, parks, playgrounds, and public utility facilities;
- (3) The proposed subdivision complies with the UDO and the applicable state and federal regulations;
- (4) The proposed subdivision, including its Lot sizes, density, access, and circulation, is compatible with the existing and/or permissible zoning and future land use of adjacent property;
- (5) The proposed subdivision will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties; and
- (6) The proposed public facilities are adequate to serve the normal and emergency demands of the proposed Development, and to provide for the efficient and timely extension to serve future Development.



PROPERTY INFORMATION

PROPERTY OWNER/APPLICANT:
MOORE HL PROPERTIES, LLC.
55 WALNUT CREEK ROAD
PINEHURST, NC 28374

PROPERTY ADDRESS:
660 SW SERVICE RD
SOUTHERN PINES, NC 28387

PARCEL 1:
PIN: 857108887345
DB: 5784 PG: 506
ZONING: OS

PARCEL 2:
PIN: 857108888362
DB: 5784 PG: 506
ZONING: OS

PARCEL 3:
PIN: 857108889334
DB: 5784 PG: 506
ZONING: OS

PARCEL 4:
PIN: 857108880445
DB: 5784 PG: 506
ZONING: OS

PARCEL 5:
PIN: 857100981555
DB: 5784 PG: 506
ZONING: OS

TOTAL ACREAGE: ±2.86 AC

ZONING INFORMATION

EXISTING ZONING CLASSIFICATION:
OS: OFFICE SERVICES

FLOODPLAIN DATA

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X'
(AREAS OF MINIMAL FLOODING)

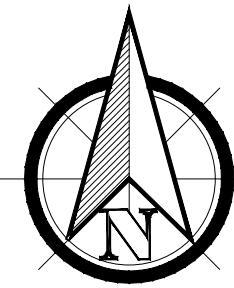
THE LOCATION OF THE 100-YEAR FLOODPLAIN PER
NFIP FIRM COMMUNITY
PANEL(S) NO: 8571
MAP(S): 3710857100J
DATE: OCTOBER 17, 2006

CAUTION

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S
CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT
DEPICTED ON THESE PLANS. THE LANDSCAPE ARCHITECT AND
ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS
SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY
TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE
PROJECT LIMITS. ALL DAMAGE MADE TO THE EXISTING
UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE
RESPONSIBILITY BY THE CONTRACTOR.

LEGEND

- PROPERTY BOUNDARY
- - - EXISTING MINOR CONTOUR
- - - EXISTING MAJOR CONTOUR
- - - EXISTING SEWER
- - - EXISTING UTILITY EASEMENT
- - - EXISTING WATER LINE



VILLAGE WALK COTTAGE COURT
CONDITIONAL ZONING DISTRICT
SOUTHERN PINES, NORTH CAROLINA
EXISTING CONDITIONS

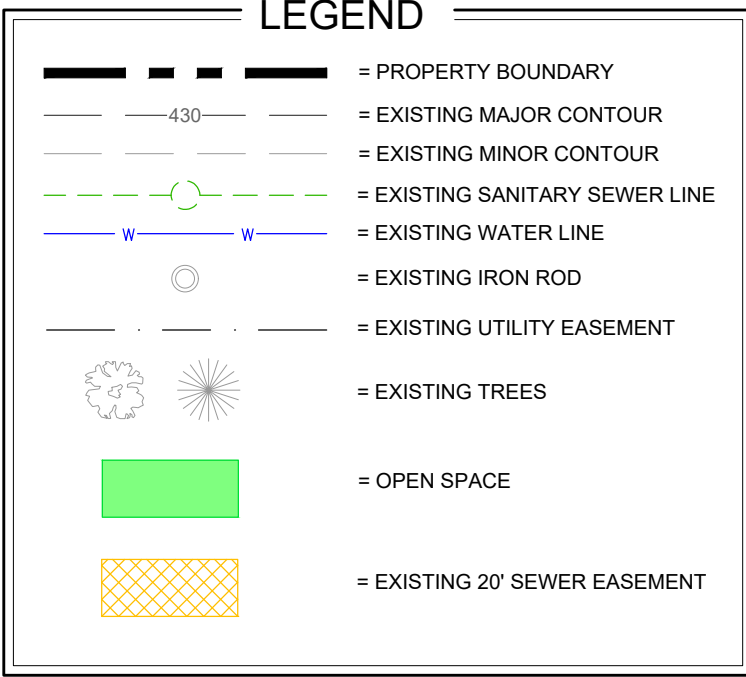
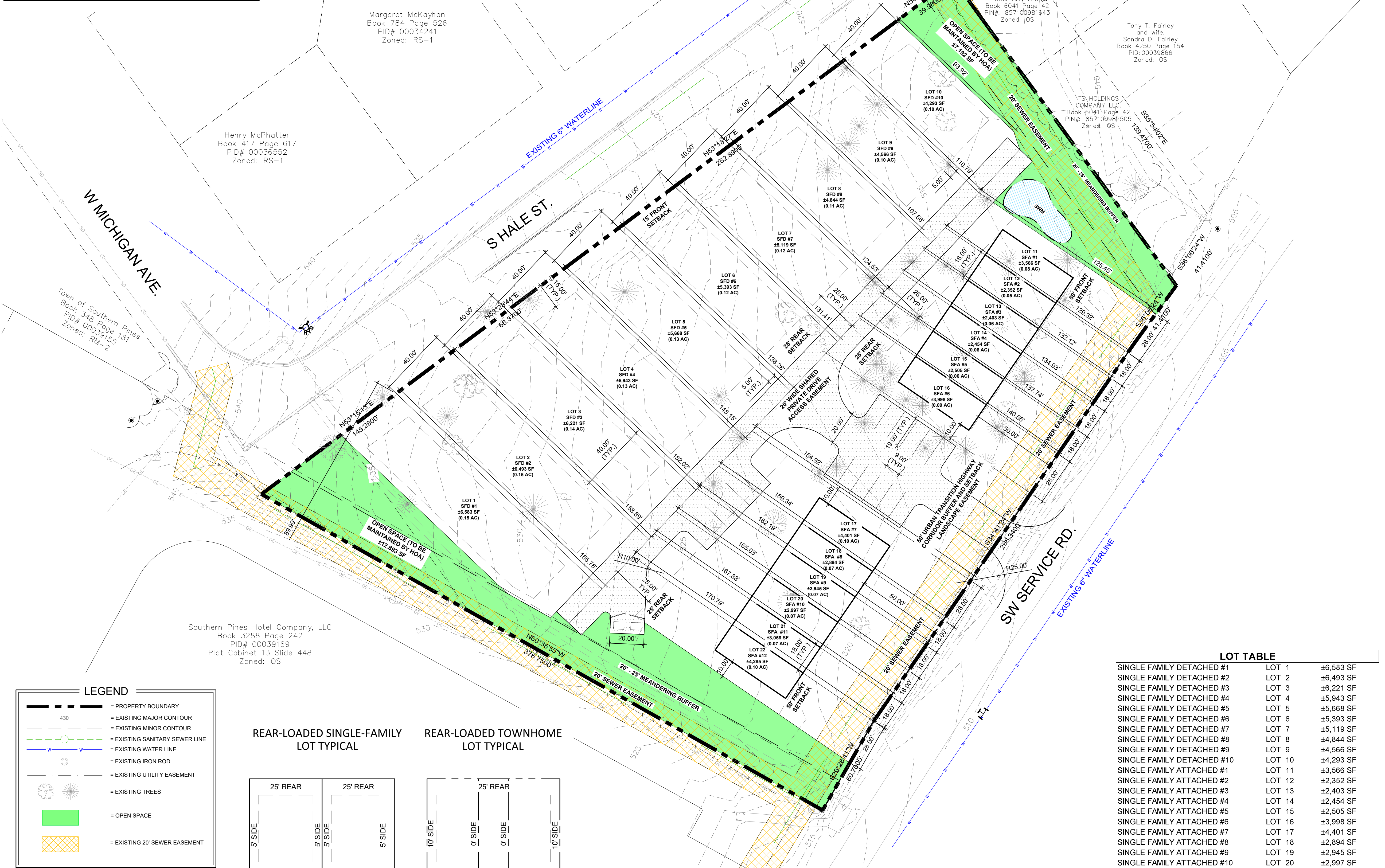
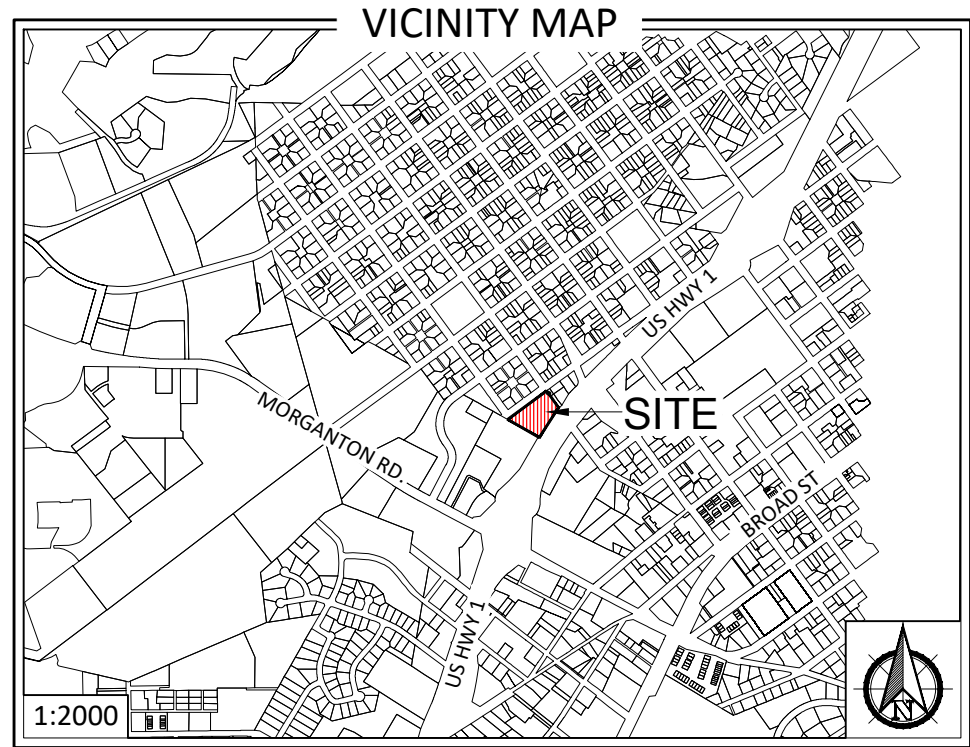
DATE: 03-10-2025
DESIGNED BY: REK
DRAWN BY: CN
CHECKED BY: TH
SCALE: 1" = 50'-0"
PROJECT #: K12D2102
SHEET NUMBER:
L-1.0

PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

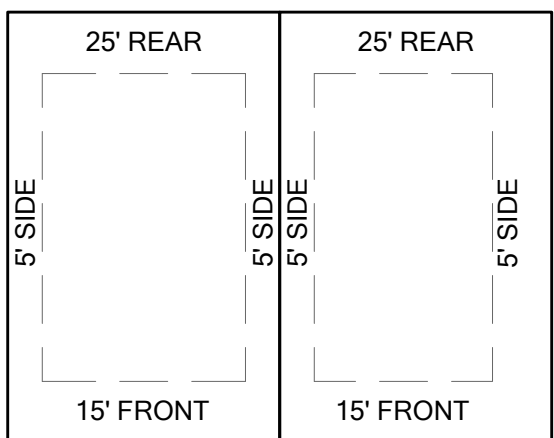
REVISIONS:

KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE

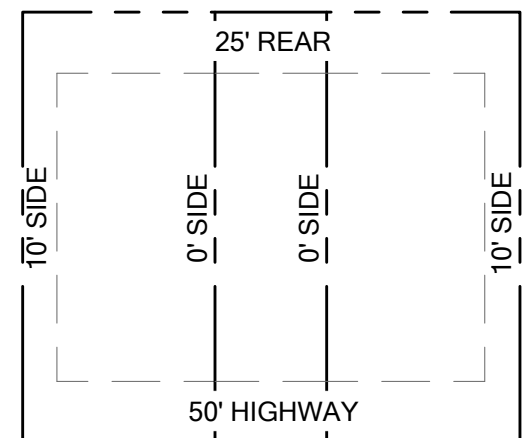
140 APLECROSS RD, SUITE B
PINEHURST, NC 28374
P: (910) 684-6467
W: www.koontzjones.com



REAR-LOADED SINGLE-FAMILY LOT TYPICAL



REAR-LOADED TOWNHOME LOT TYPICAL



LOT TABLE		
SINGLE FAMILY DETACHED #1	LOT 1	±6,583 SF
SINGLE FAMILY DETACHED #2	LOT 2	±6,493 SF
SINGLE FAMILY DETACHED #3	LOT 3	±6,221 SF
SINGLE FAMILY DETACHED #4	LOT 4	±5,943 SF
SINGLE FAMILY DETACHED #5	LOT 5	±5,668 SF
SINGLE FAMILY DETACHED #6	LOT 6	±5,393 SF
SINGLE FAMILY DETACHED #7	LOT 7	±5,119 SF
SINGLE FAMILY DETACHED #8	LOT 8	±4,844 SF
SINGLE FAMILY DETACHED #9	LOT 9	±4,566 SF
SINGLE FAMILY DETACHED #10	LOT 10	±4,293 SF
SINGLE FAMILY ATTACHED #1	LOT 11	±3,566 SF
SINGLE FAMILY ATTACHED #2	LOT 12	±2,352 SF
SINGLE FAMILY ATTACHED #3	LOT 13	±2,403 SF
SINGLE FAMILY ATTACHED #4	LOT 14	±2,454 SF
SINGLE FAMILY ATTACHED #5	LOT 15	±2,505 SF
SINGLE FAMILY ATTACHED #6	LOT 16	±3,998 SF
SINGLE FAMILY ATTACHED #7	LOT 17	±4,401 SF
SINGLE FAMILY ATTACHED #8	LOT 18	±2,894 SF
SINGLE FAMILY ATTACHED #9	LOT 19	±2,945 SF
SINGLE FAMILY ATTACHED #10	LOT 20	±2,997 SF
SINGLE FAMILY ATTACHED #11	LOT 21	±3,056 SF
SINGLE FAMILY ATTACHED #12	LOT 22	±4,285 SF
COMMON SPACE & ACCESS EASMENT	LOT 23	±30,853 SF

FLOODPLAIN DATA

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X' (AREAS OF MINIMAL FLOODING)

THE LOCATION OF THE 100-YEAR FLOODPLAIN PER NFIP FIRM COMMUNITY PANEL(S) NO: 8571 MAP(S): 3710857100J DATE: OCTOBER 17, 2006

ZONING INFORMATION

EXISTING ZONING CLASSIFICATION:
OS: OFFICE SERVICES

PROPOSED ZONING CLASSIFICATION:
CDZ-RM-1: CONDITIONAL ZONING DISTRICT

SINGLE FAMILY DETACHED SETBACKS
FRONT: 15'
INTERIOR SIDE: 5'
EXTERIOR SIDE: 5'
REAR: 25'
MAX BUILDING HEIGHT: 40'

SINGLE FAMILY ATTACHED SETBACKS
FRONT/HIGHWAY: 50'
INTERIOR SIDE: 0'
EXTERIOR SIDE: 10'
REAR: 25'
MAX BUILDING HEIGHT: 45'

PROPERTY INFORMATION

PROPERTY OWNER/APPLICANT:
MOORE HL PROPERTIES, LLC.
55 WALNUT CREEK ROAD
PINEHURST, NC 28374

PROPERTY ADDRESS:
660 SW SERVICE RD
SOUTHERN PINES, NC 28387

PARCEL 1:
PIN: 857108887345
DB: 5784 PG: 506
ZONING: OS

PARCEL 2:
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PARCEL 3:
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DB: 5784 PG: 506
ZONING: OS

PARCEL 4:
PIN: 857108980445
DB: 5784 PG: 506
ZONING: OS

PARCEL 5:
PIN: 857100981555
DB: 5784 PG: 506
ZONING: OS

TOTAL ACREAGE: ±2.86 AC

PROPOSED IMPERVIOUS SURFACE: ±65,794 SF
(±1.51 AC) 52.8% OF OVERALL PARCEL

REQUIRED OPEN SPACE: ±0.29 AC (10.0% OF SITE)
PROPOSED OPEN SPACE: ±0.37 AC (12.9% OF SITE)

RESIDENTIAL
SINGLE FAMILY DETACHED: 10 UNITS
SINGLE FAMILY ATTACHED: 12 UNITS

TOTAL UNITS: 22 UNITS / 7.7 DUA

PARKING REQUIREMENTS:
SINGLE FAMILY DETACHED @ 2 SPACES PER UNIT
= 20 SPACES REQUIRED
SINGLE FAMILY ATTACHED @ 2 SPACES PER UNIT
= 24 SPACES REQUIRED

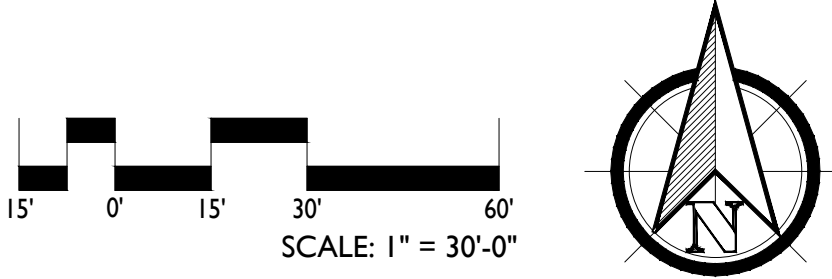
TOTAL VEHICLE PARKING SPACES REQUIRED: 44

TOTAL VEHICLE PARKING SPACES PROVIDED: 44

NOTE
ONE ACCESSORY DWELLING UNIT ALLOWED ON EACH SINGLE FAMILY DETACHED LOT @ 1 SPACE PER UNIT

CAUTION

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PRELIMINARY PLANS - NOT RELEASED FOR CONSTRUCTION (FOR REVIEW ONLY)

REVISIONS:

KOONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE

140 APLECROSS RD., SUITE B
PINEHURST, NC 28374
P: (910) 684-6467
W: www.koontzjones.com

HALE ST COTTAGES
CONDITIONAL ZONING DISTRICT
SOUTHERN PINES, NORTH CAROLINA
PRELIMINARY PLAN

DATE: 2025-07-11
DESIGNED BY: TWH
DRAWN BY: AA
CHECKED BY: TWH
SCALE: 1" = 30'-0"
PROJECT #: KD22102
SHEET NUMBER:
L-1.1

**HALE ST COTTAGES
CONDITIONAL DISTRICT NARRATIVE**

The development of the property originally described as Village Walk, has been renamed to “Hale St Cottages” for the purposes of the Town Council Hearing and subsequent site plan submittals and review. With signage and monumentation no longer be proposed for the development, after completing construction, there will no longer be an official name for the proposed subdivision, which we believe will better integrate the proposed residences into the surrounding West Southern Pines neighborhood. As described in the revised exhibits, Hale St Cottages is planned to be a new infill community with a mixture of “missing middle” housing options and development patterns within the West Southern Pines District of Southern Pines. The +/- 2.86 site located off US Highway 1 between the Service Road and Hale Street is comprised of five (5) smaller tracts all zoned Office/Service (OS). The combined tracts are comprised of approximately 2.86 acres (the “Combined Tract”). The Applicant is seeking to rezone the Combined Tract to a Conditional District Residential Mixed Housing (CZ-RM-1), known as “Hale St Cottages” that will allow a combination of single family detached cottage homes and single-family attached townhomes. Under the Southern Pines Unified Development Ordinance (the “UDO”), the RM-1 zoning district is intended to “allow primarily Single-Family and Multi-Family Residences at a medium-density (approximately 10-12 Dwelling Units per acre)”. Under an RM-1 district, the project permits up to 33 residential units on the property.

Our original submittal proposed a site plan and unique conditions for a Cottage Court-style development pattern that included twelve (12) single family detached cottage homes and three (3) multi-family quadplex buildings for 24 residential units in total. The units were serviced by an internal driveway and parking lot with multiple connections of access onto the Service Rd and Hale St. Despite a thoughtful and well-intentioned vision for the proposed development, a detailed analysis of the site has revealed that the associated development costs are simply too substantial to overcome. Several key factors contributed to this financial challenge, including topographical constraints, the need for extensive grading, utility extension requirements, stormwater management demands, and infrastructure improvements necessary to meet code and accessibility standards.

As a result, the cumulative site preparation and improvement costs significantly exceeded what could be reasonably supported by the originally proposed development pattern. In particular, the density and unit types envisioned in the prior plan did not generate the financial feasibility required to offset these costs. Given these conditions, it became clear that offering truly attainable housing options—one of the primary goals of the 2040 Comprehensive Plan—would not be possible within the constraints of the original approach. Any attempt to proceed with the initial plan would have required either drastically increasing home prices or reducing the quality and accessibility of housing, both of which are misaligned with the project’s intent and community needs.

For these reasons, a reevaluation of the development strategy was necessary to explore alternative patterns that balance feasibility with affordability and long-term sustainability.



The revised Hale St Cottages Conditional Zoning District application proposes a “Traditional-Neighborhood” style development with twelve (10) single-family detached residential lots/units, and twelve (12) single-family attached townhomes distributed evenly between two (2) townhome blocks. The single family detached cottage residences face S. Hale St, and the single-family attached townhomes face the SW Service Rd. All residences will be accessed via a rear-loaded shared private driveway entering off the SW Service Rd. The layout and design are consistent with the Town’s 2040 Comprehensive plan, providing “missing middle” housing options for prospective owners at a scale that is compatible with the surrounding West Southern Pines Neighborhood. The development will meet the Town’s standards for an RM-1 district and offer a quality design with unique conditions and standards that reflect a “Traditional Neighborhood” development pattern, as recommended in the Town’s 2040 Comprehensive Plan and West Southern Pines Character District.

The property falls within a high-quality watershed and there is no floodplain. As a result, a watershed protection permit application has been submitted to allow for increased impervious surface and allow up to 70% impervious surface. Overall, the impervious surface to be developed on the property will fall well below the permitted 70%. This site is a residential infill location in the West Southern Pines character district of Southern Pines. Increased impervious surface in infill locations for residential development is consistent with the Town’s 2040 Comprehensive Plan (2040CP).

Design elements for the project are described below.

- **Major Subdivision**

- A Major Subdivision application has been submitted for the Hale St Cottages CZD-RM-1 district which will subdivide the project site into ten (10) single-family detached cottage lots, twelve (12) single-family attached townhome lots and one (1) common area lot. Due to the unique conditions of the project site, we are requesting unique conditions that deviate from the current Major Subdivision and Preliminary Plat requirements and criteria (Section 2.20.4 of the UDO). Please note the following deviations:
 - Land uses shall be limited to LBCS 1111 single-family detached residences and LBCS 1112 single-family attached residences.
 - There shall be no minimum lot size.
 - Single-family detached lots shall have a minimum lot width of 40’.
 - Single-family detached lots shall have a minimum 15’ front setback, 5’ interior side setback and 25’ rear setback.
 - Within the single-family detached lots, accessory dwelling units shall be allowed to encroach into the rear setback up to 10’.
 - Single-family attached units shall have a minimum 50’ front setback, 10’ side setback and 25’ rear setback.

- Single-family attached lots/units fronting the SW Service Rd right-of-way shall permit an Urban Transition Highway Corridor Overlay building setback reduction from 75' to 50'.

- **Architectural Character**

- The single-family residential units will be designed to fit the West Southern Pines Character District descriptions. The single-family attached townhomes will be designed to fit both the West Southern Pines District's character and the multi-story buildings in downtown Southern Pines. All buildings are intended to both complement and add to the surrounding neighborhood. The project is also intended to be visually appealing from US Highway 1.

- **Single-Family Detached Cottages**

- The proposed plan includes 10 single-family detached cottages. Cottages will have a mixture of 2 and 3 bedrooms per unit.
- It is intended that the cottages will be a combination of 1.5 and 2 stories and will not exceed the Town's RM-1 district standard for building height of forty (40) feet.
- New cottages will be designed to reflect the traditional arts/crafts and New England style cottages found in Southern Pines and Moore County. Architectural Elevation exhibits of the cottages have been provided within the application. Each cottage will generally reflect the architectural style shown in these elevations and will be of a varied design style and color.
- The cottage lots will have a 5 min. side setback and will be separated by at least 10 feet.

- **Single-Family Attached Townhomes**

- The proposed plan includes twelve (12) single-family attached townhome units divided evenly between two, six-unit townhome blocks. The units will have a mixture of 2 and 3 bedrooms.
- It is intended that the townhome units on Lots 17 – 22 be 2 stories, and the townhome units on Lots 11-16 be 2 to 3 stories.
- The Single-family attached townhomes shall be permitted to have up to three (3) stories and may exceed the Town's standards of RM-1 District forty (40) feet maximum building height to forty-five (45) feet.
- Due to their proximity to the Service Rd, Hwy 1 and the transition zone between West Southern Pines and Downtown Southern Pines, the townhomes will be designed to reflect both the architecture found within the West Southern Pines and the multi-story buildings in downtown Southern Pines. Architectural Elevation exhibits of the townhomes have been provided with the application. The townhome units will generally reflect the architectural style shown in these elevations and will be of a varied design style and color.

- **Streets and Access**

- All units will be accessed via a rear-loaded, shared private driveway. The driveway will have one entrance off US Highway 1 Service Road.

- **Garages and Parking**

- Adequate parking will be provided on-site to meet UDO standards for single-family residences

- The community will have a combination of surface parking, carports, and/or enclosed garages at a ratio that meets the UDO standards. These standards are as follows from Section 4.5 of the Town's Udo:

Land Use	Minimum Vehicle Parking Spaces
-----------------	---------------------------------------

1 and 2 Family residences	2 spaces per Dwelling Unit
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Accessory dwelling residence	1 space per Dwelling Unit
------------------------------	---------------------------

- For the single-family detached residences, a maximum of two (2) parking spaces shall be provided within a garage, car port, and/or surface spaces or combination of.
- For single-family detached lots with an accessory dwelling unit, one (1) additional parking space shall be allowed. The additional space shall be contained within the lot on a hardscape surface off the shared driveway.
- For the single-family attached townhome lots 17-22, a maximum of two (2) surface parking spaces shall be provided.
- For the single-family attached townhome Lots 11-16, a maximum of two (2) parking spaces shall be provided as either two (2) surface parking spaces, or one (1) surface parking space and one (1) attached-garage space.

- **Buffers/Setbacks**

- Unless noted as a condition below, all buffers and setbacks will be provided per the minimum RM-1 district standards and Highway Corridor Urban Transition Overlay District requirements. The standards of the overlay district in Section 3.6.5 of the UDO are significantly greater than those of the standard zoning district and are as follows:
 - All US 1 frontage requires a 75' building setback, 50' parking lot setback and 50' Highway yard, and 25' side yard landscape buffer. We are proposing a reduction of the building setback to 50' that will allow the townhomes to face the SW Service Rd with access to emergency services from this street. All other Overlay standards will be met.
 - Deviations to the Town UDO dimensional standards for the proposed Conditional Zoning District are as follows:

Dimensional Requirements Table			
	Type	Requirement	Requested Condition
1	Building Height, Setbacks, and Lot Dimensions Exhibit 3-6	SFD Hale Street 25'	SFD Hale Street 15'
2	Building Height, Setbacks, and Lot Dimensions Exhibit 3-6	SFD Exterior Side Setback 15'	SFD Exterior Side Setback 5'

3	Building Height, Setbacks, and Lot Dimensions Exhibit 3-6	SFA Exterior Side Setback 15'	SFA Exterior Side Setback 10'
4	Building Height, Setbacks, and Lot Dimensions Exhibit 3-6	SFD Interior Side Setback 10'	SFD Interior Side Setback 5'
5	Building Height, Setbacks, and Lot Dimensions Exhibit 3-6	SFA Interior Side Setback 10'	SFA Interior Side Setback 0'
6	Building Height, Setbacks, and Lot Dimensions Exhibit 3-6	SFD & SFA Rear Setback 30'	SFD & SFA Rear Setback 25'
7	Building Height, Setbacks, and Lot Dimensions Exhibit 4-1	SFA Max. Building Height 40'	SFA Max. Building Height 45'
8	Hwy Corridor Overlay District Development Standards Exhibit 3-13	Highway Building Setback 75'	Highway Building Setback (SFA Lots) 50'
9	Accessory Dwelling Setbacks Section 5.2	Accessory Dwelling Unit Building Setback 25'	Accessory Dwelling Unit Building Setback Shall be allowed to encroach into the rear building setback up to 10'
10	Hwy Corridor Overlay Landscape Buffer Standards Exhibit 4-3 & 4-4	Highway Corridor Overlay Highway Yard 50'	Highway Corridor Overlay Highway Buffer 50' <i>of which approx. 30' outside of the sewer easement shall be a vegetated buffer per the Town's buffer requirements, Section 4.3.4. Remaining 20' within the sewer easement shall be vegetated with a native grass seed mix.</i>
11	Hwy Corridor Overlay Landscape Buffer Standards Exhibit 4-3 & 4-4	Highway Corridor Overlay Side and Rear Yard 25'	Highway Corridor Overlay Side and Rear Yard 20-25' <i>allowed to meander outside of required buffer widths to obtain</i>

			<i>required calculations, per Section 4.3.4</i>
--	--	--	---

- **Landscape Buffer**

- Landscaping will be provided as required by the Town of Southern Pines UDO, including plantings required by the Urban Transition Highway Corridor Overlay District.
- Planting buffers and screening will be provided along adjacent property boundaries where necessary and required by the Town's UDO.
- The Highway yard buffer along the SW Service Rd shall be 50' in width.
 - The approximate 30' width outside of the sewer easement shall be a vegetated buffer per the Town's buffer requirements, Section 4.3.4.
 - The approximate 20' width within the sewer easement shall be vegetated with a native grass seed mix.
 - Within the 50-foot highway yard buffer, any existing mature trees shall be retained and protected, as is practicable considering utility placement, grading, driveway, SW Service Rd entrance, and stormwater structures.
- Side yard landscape buffers shall be 20' - 25' in width and be allowed to meander outside of required buffer widths to obtain required landscape calculations.
 - Areas outside the sewer easement shall be a vegetated buffer per the Town's buffer requirements, Section 4.3.4.
 - Areas within the sewer easement shall be vegetated with a native grass seed mix.
- In tighter areas where there is limited space for required plantings, "double counting" of landscape buffer large trees and street trees shall be allowed.

- **Existing Mature Vegetation**

- All existing trees with a diameter of 10" DBH or greater shall be retained on the subject property unless their removal is necessary to accommodate the following project elements:
 - Building footprints
 - Vehicular access alleys, driveways, and parking spaces
 - Utility installation
 - Essential site grading
- Trees identified by the developer and confirmed by Town Staff during site plan review as necessary for removal due to one of the approved reasons noted above may be removed.
- Trees identified by the developer as unhealthy and at risk of dying, to be confirmed by the Town's Arborist during site plan review, may be removed.
- All existing trees within the Hale St right-of-way that do not interfere with project access and utility installation shall be retained.

- **Open Space and Common Areas**

- All major subdivision developments require 10% open space. The development will provide approximately +/- 12.9% (+/- 0.37 acres) open space as indicated on the site plan. This open space will be in buffer areas on the eastern and western sides of the project site. These areas shall meet the Town's standards for Open Space calculation, per Section 4.9 of the UDO.

- While usable open space is not required as part of a Conditional Zoning District, usable open space has been included for the community.

- **Stormwater**
 - Stormwater management best practices will be applied on the site as necessary and required to control stormwater runoff throughout the project. All storm-water will be handled on site in a series of ponds, basins, bioswales or other devices.
 - The project site is located within a high-quality watershed (HQW). To control and treat stormwater runoff for the project, stormwater best management practices will be applied as necessary and required by the Town of Southern Pines and State of North Carolina. Any required stormwater management devices will be permitted as required by the appropriate state and local agencies.
 - Stormwater management for the site shall meet pre/post requirements and be conducted via a combination of rain gardens, depressions, bioswales, underground cisterns, and/or retention ponds on each lot, within the common open space, or a combination of the two.

- **Utility Service**
 - The Town of Southern Pines can provide adequate water and sewer service to service this development. Utilities are currently within proximity, along the streets and adjacent properties near the proposed site or located directly on the property. All utilities on the site will be located underground.

The descriptions and narrative described above will apply to the entire project as indicated in the Conditional Zoning District plan document. For further clarification a list of conditions has been provided with this application.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HALE ST COTTAGES

This Declaration of Covenants, Conditions, and Restrictions ("Declaration") is made this [DATE], by [DEVELOPER'S NAME], hereinafter referred to as "Declarant."

RECITALS

WHEREAS, the Declarant is the owner of certain real property located on Clark Street in Southern Pines, Moore County, North Carolina, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, the Declarant desires to create a residential community to be known as "Clark Street Townhomes" (the "Subdivision") and to provide for the preservation of the values and amenities in said Subdivision and for the maintenance of the Common Areas, private roads, and other improvements;

WHEREAS, the Declarant desires to subject the Property to the provisions of this Declaration, which are intended to protect the value and desirability of the Subdivision and to be binding upon all persons having any right, title, or interest in the Property or any part thereof;

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Property and which shall run with the land and be binding on all parties having any right, title, or interest in the Property or any part thereof, and their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I: DEFINITIONS

1. "Association" shall mean the Clark Street Townhomes Homeowners Association, Inc., a North Carolina nonprofit corporation, its successors, and assigns.

2. "Common Area" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners, including, but not limited to, private roads, green spaces, and landscaped areas.
3. "Lot" shall mean any numbered plot of land shown on the recorded subdivision plat of the Property, which is intended for development as a townhome.
4. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot within the Subdivision, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.
5. "Declarant" shall mean [DEVELOPER'S NAME], its successors, and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.
6. "Subdivision" shall refer to the planned community known as Clark Street Townhomes, located on Clark Street in Southern Pines, North Carolina.

ARTICLE II: PROPERTY RIGHTS

1. Owner's Easement of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- The right of the Association to establish reasonable rules and regulations governing the use of the Common Area.
- The right of the Association to suspend the voting rights and rights to use the Common Area by an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

2. Private Roads: The roads within the Subdivision are private and shall be maintained by the Association. No Owner shall block, obstruct, or hinder traffic on the private roads. The Association may adopt rules regulating parking and speed limits on private roads.

ARTICLE III: HOMEOWNERS ASSOCIATION

1. Membership: Every Owner of a Lot within the Subdivision shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2. Voting Rights:

- Declarant Voting Rights: The Declarant shall be entitled to ten (10) votes for each Lot they own within the Subdivision. This special voting right shall continue until the Declarant no longer owns any Lots or until the Declarant voluntarily relinquishes this right in writing.

- Owner Voting Rights: After the Declarant no longer owns any Lots or relinquishes the special voting rights, each Lot shall have one (1) vote in the Association.

- Voting rights are subject to suspension as provided herein and in the Bylaws of the Association.

3. Board of Directors: The affairs of the Association shall be managed by a Board of Directors. The number, term, and qualifications of the Directors shall be as set forth in the Bylaws of the Association.

4. Assessments:

- Creation of the Lien and Personal Obligation of Assessments:** The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) special assessments levied for emergency purposes. Such assessments, together with interest thereon and costs of collection, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made.

- Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subdivision and for the improvement and maintenance of the Common Areas, including the maintenance of private roads, open spaces, and landscaping.

ARTICLE IV: USE RESTRICTIONS

1. Residential Use: All Lots shall be used for residential purposes only. No trade, business, or commercial activity shall be conducted on any Lot, except for home offices or home-based businesses that do not generate customer traffic, noise, or other nuisances detectable outside of the dwelling.

2. Architectural Control:

- No structure, including any building, fence, wall, or other improvement, shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing by the Architectural Control Committee (ACC).

- The ACC shall consist of three (3) members appointed by the Declarant during the Development Period and by the Board of Directors thereafter. The ACC shall consider the harmony of external design with existing structures, location with respect to topography and finished grade elevation, and conformity with the overall aesthetic of the Subdivision.

3. Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Owners shall refrain from activities that generate excessive noise, odor, or pollution.

4. Parking and Vehicle Restrictions:

- Parking shall be restricted to private driveways and garages. No vehicles shall be parked on the streets or Common Areas, except in designated guest parking spaces.

- Commercial vehicles, trailers, boats, and recreational vehicles shall not be parked on any Lot or street within the Subdivision unless stored in a garage or otherwise concealed from public view.

5. Pets:

- A maximum of two (2) household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. Pets shall be restrained at all times when outside the dwelling and must not create excessive noise or disturbance.

- Owners shall be responsible for cleaning up after their pets in the Common Areas.

6. Trash and Recycling:

- Trash service is provided by the town. Trash and recycling containers shall be stored out of view from the street, except on collection days when they may be placed at the curb.

- All garbage and recycling must be placed in secure, approved containers.

7. Lawn, Landscape Easement, and Open Space Maintenance:

- The Association shall be responsible for the maintenance of all lawns and open spaces within the Subdivision, including mowing, fertilizing, and landscaping.

- No Owner shall alter, landscape, or plant in these areas without the prior written approval of the Association.

ARTICLE V: INSURANCE AND MAINTENANCE

1. Insurance:*

- The Association shall maintain adequate property insurance covering the Common Areas and any improvements thereon against loss or damage by fire, flood, storm, and other hazards, including liability insurance covering the Common Areas and the Board of Directors.

- Each Owner shall be responsible for obtaining insurance coverage for their Lot and townhome, including casualty, liability, and flood insurance if applicable.

2. Maintenance:

- The Association shall maintain the Common Areas, including roads, open spaces, and landscaping. Maintenance shall include, but not be limited to, repair, replacement, and upkeep of all common facilities, utilities, and infrastructure.

- Each Owner shall maintain their townhome and Lot in good condition and repair, including, but not limited to, exterior surfaces, roofs, windows, doors, and landscaping within the Lot boundaries.

ARTICLE VI: EASEMENTS

1. Utility Easements: There is hereby reserved a blanket easement over, under

, and through the Subdivision for the installation, repair, and maintenance of utilities, including but not limited to water, sewer, electricity, gas, cable television, and telecommunications.

2. Ingress and Egress: Easements for ingress and egress over private roads are hereby established for the benefit of all Owners and the Association. No Owner shall obstruct or interfere with the use of these easements.

3. Drainage Easements: Easements for drainage facilities are hereby reserved, and no structure or improvement shall be placed within such easements that would interfere with the flow of water or maintenance of drainage systems.

ARTICLE VII: AMENDMENT

1. Amendment by Declarant: The Declarant reserves the right to unilaterally amend this Declaration for so long as the Declarant owns any Lot within the Subdivision. Any amendment by the Declarant shall be consistent with the general purposes of this Declaration.

2. Amendment by Owners: After the Declarant no longer owns any Lots, this Declaration may be amended by a vote of two-thirds (2/3) of the Owners, with each Lot receiving one vote. Amendments shall be recorded in the public records of Moore County, North Carolina, to be effective.

ARTICLE VIII: GENERAL PROVISIONS

1. Enforcement: The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, restrictions, easements, and liens now or hereafter imposed by this Declaration. Failure to enforce any provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability: Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

3. Duration: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant, and any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots has been recorded agreeing to terminate or amend these covenants.

4. Interpretation: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a residential community.

Headings are for convenience only and shall not affect the meaning or interpretation of any provision herein.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year first above written.

[DEVELOPER'S NAME]

[DEVELOPER'S SIGNATURE]

EXHIBIT A: Legal Description of Property

From: [Jones, DeAngelo J](#)
To: [Cindy Williams](#); [Archie Daniel](#); [Cory Albers](#); [David Byrd](#); [Director](#); [Greg Thompson](#); [James Michel](#); [Ken Skipper](#); [JuarezPozos, Dagoberto](#); ncsandhillsrcw@fws.gov; [Cloutier, Rick](#); [Ron Istre](#)
Cc: [Alaina Mallette](#)
Subject: RE: [External] Z-03-25 Village Walk Conditional Zoning District
Date: Monday, April 7, 2025 3:13:10 PM
Attachments: [image001.png](#)

Hello Cindy

I have reviewed the plans for Village Walk Cottage Court. Comments are as follows:

1. A driveway permit will be required for the connection on the SW Service Road (SR 1872)
2. A 3-party encroachment will be required for the water main tie-ins along the SW Service Road (SR 1872).
3. Show impacts of utility conflicts with existing drainage system. Show how driveway drainage will interface with existing drainage system.
4. Provide grading and drainage plan.
5. Design detail of the proposed driveway connecting to SR 1872 is required.
6. Provide driveway profile .
7. Provide additional detail of the water main location relative to the edge of pavement of US 1 needs to be shown.
8. Please indicate existing sewer main on the plans.

If there are any additional questions please let me know.

Have a great day!

DeAngelo J. Jones

Senior Assistant District Engineer
North Carolina Department of Transportation
Division of Highways
Division 8, District 2

(910)944-7621
djjones1@ncdot.gov

902 N Sandhills Blvd
PO Box 1067
Aberdeen, NC 28315





TOWN OF SOUTHERN PINES COURTESY REVIEW

Case: Z-03-25 – Village Walk

Location: Between South Hale Street and US Highway 1

PIN#s: 857108887345, 857108888362, 857108889334, 857108980445, and 857100981555

March 22, 2025

Following a review of the above referenced application by the RLUAC Land Use Committee, it has been determined that:

- The site is designated as Important to Protect in the Fort Bragg Compatible Use Rating system due to its location within a designated High Quality Waters drainage area (Mill Creek HQW Management Area).

RLUAC encourages the Town of Southern Pines and the owner / developer to take such measures as are feasible to limit the impact of stormwater runoff from the future development of the site on McDeeds Creek (a tributary of Mill Creek) and the Mill Creek High Quality Waters Management Area. Maintaining the integrity of important environmental assets contributes to the overall compatibility of our region with Fort Bragg's environmental protection mission, which goes hand-in-hand with its military training and operational missions. Beyond the potential environmental impact of the proposed development, the nature of the use proposed for the site does not present any compatibility concerns with regard to military training or operations.

While RLUAC's findings and recommendations are non-binding on the Town of Southern Pines, their consideration and incorporation into your review of this case will help to improve compatibility outcomes for our region as a whole by protecting Fort Bragg's military training and operational missions.

Thank you for allowing RLUAC to review this case.

Kia Anthony, Chairman

Vagn K. Hansen II, AICP, Executive Director

From: [Director](#)
To: [Cindy Williams](#)
Subject: Re: MAPP-01-25 Village Walk Major Subdivision
Date: Friday, March 28, 2025 11:55:57 AM

Cindy,

The comment letter provided for the conditional zoning case for the subject property is applicable to the subdivision review as well.

Thanks,

Vagn

Vagn K. Hansen II, AICP, Executive Director
Regional Land Use Advisory Commission
6205 Raeford Road

Fayetteville, NC 28304

(910) 398-3743

director@rluac.com

www.rluac.com

On Thu, Mar 27, 2025 at 1:43 PM Cindy Williams <CWilliams@southernpines.net> wrote:

Good afternoon,

Please review the attached Notice and site plan and respond with any comments or concerns at your earliest convenience.

Sincerely,

Cindy Williams

From: [Nora Bowman](#)
To: [James Michel](#)
Cc: [Alaina Mallette](#); [BJ Grieve](#)
Subject: Concern Regarding Village Walk Development
Date: Wednesday, April 9, 2025 5:20:50 PM

Dear Town of Southern Pines Planning Department,

My name is Nora Bowman, and I reside at 740 South Hale Street in Southern Pines. I am reaching out to express my concerns regarding the proposed Village Walk development located at 660 SW Service Road.

My neighborhood is located directly behind this project, along South Hale Street. While my neighbors and I understand that the development is still in its early stages, we would like to respectfully request that all construction traffic be routed exclusively via SW Service Road for both entry and exit to the site.

We believe that using SW Service Road for construction access—and eventually as the primary access for the Village Walk development—will significantly benefit both our neighborhood and the development itself. This route will help reduce the impact of construction-related traffic and noise, which could otherwise pose risks to the public health, safety, comfort, and general welfare of our community. Additionally, directing construction traffic away from South Hale Street will help minimize further wear and tear on a roadway that is already showing signs of damage from recent nearby construction activity.

Some of our neighbors were able to attend the recent neighborhood meeting held by Koontz Design. While that meeting was informative, many in the community still have broader concerns, and we trust that future opportunities will be provided for residents to voice those as the project progresses.

On behalf of the residents of our neighborhood, thank you for your time, consideration, and attention to this important matter.

Sincerely,

Nora Bowman

740 S Hale Street
Southern Pines, NC

NEIGHBORHOOD MEETING REPORT

DATE: March 26, 2025

PROJECT: Village Walk Cottage Court

LOCATION: 660 SW Service Rd
Southern Pines, NC 28387

SUBMITTED BY: Trevor Hansen

ATTENDEES: Trevor Hansen, Koontz Jones Design, PLLC
Devin Macfarlane, Koontz Jones Design, PLLC
Travis Greene, Moore HL Properties, Inc.

A Neighborhood Meeting was held on Thursday, March 20th, 2025, from 4:00pm to 6:00pm in the Center Room of the Southern Pines Train Station, located at 235 NW Broad Street in Southern Pines. The town of Southern Pines encourages applicants to hold a neighborhood meeting to provide citizens and property owners of affected areas with an opportunity to learn about applications for development approval. The owner and project team met with adjoining property owners to present the project and solicit feedback on the preliminary plans and exhibits for the proposed 2.8-acre "Village Walk Cottage Court" Conditional Zoning District. All adjoining property owners were notified by letter (see attached copy) a minimum of ten (10) days prior to the meeting.

The meeting was informal in nature, allowing property owners to attend at their convenience to review preliminary plans and exhibits and ask questions to the development team. No formal presentation was provided. Illustrative drawings of the overall master plan, architectural elevations, 3D model renderings, the submitted Conditional Zoning District narrative, and a site location map were provided for review by the owner's authorized agent. The owner and project team were available to answer questions regarding the proposed project.

Three individuals took the opportunity to attend the meeting, review plans, and discuss the project with the development team. A sign-in sheet requesting the name, address, and email address was kept and is attached to this document.

Trevor Hansen and Devin Macfarlane of Koontz Jones Design and Travis Green of Moore HL Properties were in attendance to provide information and review plans with attendees. Questions relating to aspect of the proposed development were raised and responded to by the project team. The following is a list of the questions posed by attendees and responses made by the project team:

- What is being proposed for the site?

- The project team showed plans and illustrative exhibits for the proposed development and provided a summary of what will be included in the development. It was explained that a total of 24 dwelling units, consisting of single-family detached cottages and multi-family attached quadplex units will be developed. It was explained to attendees where access will be provided, primarily from SW Service Rd as well as from Hale Street, overall proposed parking, and sidewalk accessibility along Hale Street. The project team highlighted that cottages will be appealing from both the front and rear of the units, with vegetation and fencing to buffer the development. Plans and exhibits were shown to explain the “Cottage Court” orientation with communal open space in the center of the development. It was explained that this proposed development reduces the number of dwelling units and the amount of required parking in comparison to the previously approved Special Use Permit for this site, filed by the previous landowner. Illustrative plans and illustrative exhibits were shown to help communicate the design intent and overall character of the proposed Cottage Court development.
- Why is this project going through the Conditional Zoning District process?
 - The project team explained the process of applying for a Conditional Zoning District. It was explained that going through a Conditional District rezoning would require us to establish site and project-specific conditions and deviations from the Town’s UDO standards, but that it will follow a recommended development pattern, Cottage Court, outlined in the Town’s Comprehensive Plan. It was also explained that there are no current UDO development and design standards for the proposed Cottage Court development pattern and that the Conditional Zoning District process was the only available process to approve this project type and create those standards for development.
- What is being done to deal with traffic in and out of the site?
 - The project team explained the requirements for site accessibility and fire code would require a minimum two points of egress. The project team also explained that the previously approved SUP and site plan allowed for more units (34) than the (24) units that we were proposing, and that the traffic into this development, if approved, would be less than the previous SUP approval.
- Is the applicant aware of the adjacent daycare next door?
 - The project team let the adjoining owners know they were aware of the daycare and noted that the proposed plan will include a six foot (6’) tall opaque fence running along the edge of the daycare property and the site will conform to all buffer requirements of the UDO.
- How will the development affect views across Hale Street?
 - The project team explained how the proposed development will feature attractive facades to both the back and front of all proposed structures, and the architectural style will be designed to reflect the character of historic craftsman homes in Southern Pines. It was explained that the site will conform with the buffer requirements of the UDO, and existing vegetation within the Hale St right-of-way will be preserved where possible.

- What will the proposed units cost?
 - The project team explained that unit costs have not been determined at this point in the process, but that the differing unit types and densities will offer a variety of pricing options. The owner is planning to sell the units, but there is a possibility that future owners may lease them out to renters.

The project team considered all comments and feedback from the attendees; however, it was determined that this did not warrant any revisions to the layout, design, and/or proposal of the submitted application.

A handwritten signature in black ink, appearing to read 'Trevor Hansen', enclosed within a thin black rectangular border.

Trevor Hansen, PLA

These notes reflect the author's interpretation of the events during the referenced meeting. Any additions or modifications required should be submitted to the author in writing.

Agenda Item

To: Reagan Parsons, Town Manager

Via: BJ Grieve, Planning Director

From: James Broadwell, Planner II

Subject: **MAPP-02-25: Major Subdivision Preliminary Plat for 20 Townhomes and 1 Single-Family Dwelling fronting Murray Hill Road; Petitioner: On Your Lot, Inc. (Value Build Homes), by Koontz Jones Design, PLLC, Agent**

Date: July 22, 2025

I. SUMMARY OF APPLICATION REQUEST

Mr. Paul Saathoff of Koontz Jones Design, PLLC, on behalf of On Your Lot, Inc. (Value Build Homes), has submitted a Major Subdivision Preliminary Plat application pursuant to the Town of Southern Pines Unified Development Ordinance (UDO) §2.20. The plat intends to subdivide the two parent tracts into 20 townhomes and 1 single-family dwelling. The two parent tracts contain natural wooded areas and 2 existing single-family dwellings with sheds. The subject property is located on Murray Hill Road. Per the Moore County tax records, the property is identified as PARID 00052146 and 00048691, which comprise 2.06 total acres.

II. PLANNING BOARD PRELIMINARY FORUM

On June 19, 2025, the MAPP-02-25 application was discussed at the June Planning Board meeting; however, a quorum was not available and present for the meeting, so an official preliminary forum could not occur and no action could be taken to transmit a list of issues to the Town Council about this project.

In the absence of a quorum of board members, the public, staff, and board members (who were present) discussed the project. The planning department confirmed with the town attorney that a general discussion with no follow-on action by the Planning Board was permissible in this circumstance. The discussion covered preserving mature trees on site everywhere possible, the reasoning behind side setback adjustments (pursuant to UDO §2.46), the need for a crosswalk over Murray Hill Road, and the need to conduct a Red Cockaded Woodpecker (RCW) study based on feedback from the US Fish and Wildlife Service. No public concerns were raised during the course of the discussion. Additionally, the applicant generally agreed with staff regarding proposed conditions to optimize mature trees preservation and conduct a RCW study—with the exact details needing further refining in the following weeks.

The Planning Board concluded the conversations without a transmission of issues to the Town Council, again due to the lack of a quorum being present. Pursuant to NCGS §160D-301(b)(6), the Town Council is reminded that no part of the Planning Board's

discussion that took place on June, 19 2025 may be used as a basis for the Council’s decision on MAPP-02-25.

III. PROJECT INFORMATION

A. Property Owner & Applicant Information

Property Owner/Applicant	Authorized Agent
On Your Lot, Inc.	Paul Saathoff
PO Box 734	Koontz Jones Design, PLLC
West End, NC 27376	140 Applecross Road, Suite B
	Pinehurst, NC 28374

B. Project History and Site Information

i. Location, Zoning, Comprehensive Plan Designations

The subject property is zoned RM-1 (multi-family), and the General Framework Map and Conservation and Development Maps from the Comprehensive Plan categorize the site as an “Area to Enhance” and “Neighborhood” respectively. This neighborhood area is intended to promote multiple home types and especially “missing middle” home choices. Applicants for development in these areas should consider walkability and well-connected networks of open spaces where feasible.

Additionally, the subject property is located between Murray Hill Road to the south and Strawberry Lane to the north. The applicant renamed to Strawberry Lane after the discovery of a naming discrepancy during the application review process.

Figure 1: Immediate Vicinity Map. Approximate parent tract boundary indicated by the orange line.



LEGEND

- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING POWER POLE
- PROPOSED LOT LINE
- PROPOSED BUILDING SETBACK
- PROPOSED OPEN SPACE

ZONING INFORMATION

EXISTING ZONING CLASSIFICATION:
RM-1 - RESIDENTIAL MEDIUM DENSITY

BUILDING SETBACKS:
FRONT: 25'
INTERIOR SIDE: 10'
EXTERIOR SIDE: 15'
REAR: 30'
MAX BUILDING HEIGHT: 40'

PROPERTY INFORMATION

PROPERTY OWNER / APPLICANT:
ON YOUR LOT, INC.
1512 STRIBBLE CIRCLE,
WILLOW SPRING, NC 27592

PARCEL ID/PIF:
PARCEL 1: 00048891; 85711155202
DB: 5932 PG: 545
PARCEL 2: 00053146; 857111552261
DB: 8040 PG: 582

TOTAL ACREAGE: ±2.06 AC

PROPOSED UNITS:
20 TOWNHOME UNITS
1 SINGLE FAMILY DETACHED UNIT
±21 TOTAL UNITS (10.14 UNITS/ACRE)

OPEN SPACE: ±0.22 AC (10.7%)

IMPERVIOUS SPACE: ±0.82 AC (39.8%)

CAUTION

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE LANDSCAPE ARCHITECT AND ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE PROJECT LIMITS. ALL DAMAGE MADE TO THE EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

IV. STAFF REVIEW

A. Application Review Dates

- Major Subdivision Preliminary Plat application submitted: **May 12, 2025**
- Application deemed incomplete: **May 14, 2025**
- Application deemed complete: **May 23, 2025**
- TRC staff review: **June 3, 2025**
- Updated materials submitted: **June 9, 2025**
- Updated materials submitted: **June 10, 2025**
- Notice of Planning Board Preliminary Forum:
 - Posted on-site: **June 4, 2025**
 - Internet: **May 28, 2025**
 - Mail: **June 2, 2025**
- Planning Board (no quorum present): **June 19, 2025**
- Follow-up discussion between staff and the applicant: **June 25, 2025**
- Updated materials submitted and staff proposed conditions concurred with by the applicant: **June 27, 2025**
- Town Council Evidentiary Hearing: **July 22, 2025**

B. Process and Standards of Review

UDO §2.19, General Subdivision Regulations, and §2.20, Major Subdivision, cover the procedures for review and approval of a Major Subdivision. The criteria for compliance with a Major Subdivision Preliminary Plat are found in UDO §2.20.4(G), and apply to the review and approval of this townhome development.

C. Compliance with UDO §2.20.4(G) Major Subdivision Preliminary Plat Criteria. A major subdivision is permitted only if the applicant demonstrates consistency with the following five criteria. Below are staff comments regarding the application's consistency with each:

1. *The application is consistent with the Comprehensive Plan, as well as any other adopted plans for streets, alleys, parks, playgrounds, and public utility facilities.*

- **Area Vision.**

Planning staff agree that the proposed townhome subdivision is consistent with the Comprehensive Plan's vision, and will provide additional housing diversity. It's also consistent with the General Framework and Conservation and Development Maps, which each categorize the site as an Area to Enhance and Neighborhood.

- **Environmental Impact Mitigation.**

The Murray Hill Townhomes site comprises existing mature pine, magnolia, and other hardwood tree types throughout its area (many well over 10" in diameter) (See Figure 3). Pursuant to Comprehensive Plan polices 4.9 and 4.10, which call for the preservation of our town's natural character and minimizing tree loss during development, the applicant

should preserve existing mature trees everywhere feasible on site. For clarity, mature trees that will not interfere with the construction of building footprints, utilities, parking, private drives, or essential site grading should be identified and protected during construction.

Figure 3: Existing Trees Within the Murray Hill Townhomes Site.



For this reason, staff assess that a condition of approval is necessary to ensure tree preservation that includes the following measures:

1. Identify all existing trees above 10" diameter that do not interfere with construction, concentrating on the following areas:
 - The 10' and 20' buffers
 - Dedicated 10% Open Space
 - Street trees along Murray Hill Road, Strawberry Lane, and the private drives.
 - The front and back yards of the existing detached dwelling.

2. Confirm staff concurrence with which trees to protect and which trees to remove during site plan review.
3. Install tree protection fencing, only for trees counting as existing vegetation credit pursuant to UDO §4.3.13, before site clearing.

Staff provided a draft condition on tree preservation to the applicant, and on June 27, 2025, the applicant confirmed they concur with the draft language (found in draft condition 1 below).

- **Street Access.**

Adequate public road access is available at this site, and the applicant will develop internal alleys and Strawberry Lane to the 20' Residential Private Alley town standards, pursuant to *UDO Exhibit 4-19 and §4.11.14*.

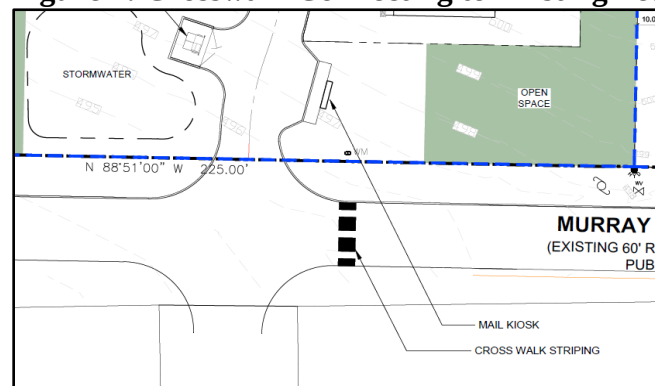
- **Pedestrian Access.**

Comprehensive Plan policies 8.1 and 7.2 call for “a connected network of sidewalks,” increasing “pedestrian and bicycle access throughout the community along streets, sidewalks, paths, and trails,” and “a connected network of streets and sidewalks serving the neighborhood.”

Murray Hill Road has an existing sidewalk on the far side of the subject property, which connects to the larger neighborhood and commercial areas. Providing safe crossing to this existing pedestrian access directly aligns with these comprehensive plan policies, and will serve the safety and betterment of this development and the wider neighborhood. Without this measure, no existing pedestrian infrastructure will be directly accessible to future residents. For these reasons, staff recommended installing a crosswalk to align with the comprehensive plan and this criterion, which the applicant subsequently added to their preliminary plat and narrative.

For additional clarity, engineering standards direct that a crosswalk in conjunction with this development should be located at the intersection of Penny Lane and Dean Avenue and comprise striping and Manual of Uniform Traffic Control Device (MUTCD) crosswalk signs. The applicant’s narrative reflects those components, and the crosswalk is shown on the preliminary plat (see figure 4).

Figure 4: Crosswalk Connecting to Existing Pedestrian Infrastructure



With the inclusion of existing tree preservation measures, town staff find that the development of this type of housing is consistent with the comprehensive plan and this criterion.

2. ***The proposed Subdivision complies with the UDO and applicable state and federal regulations.***

- **General Consistency.**

The application is compliant with RM-1 district zoning standards (10-12 dwelling units per acre); it's also compliant with UDO Open Space standards pursuant to *UDO §4.9.1* (10% for development subject to Major Subdivision approval). Pursuant to *UDO §4.3.4(B)(5)*, buffers at least 20' in width may count toward open space requirements—which applies to two buffers shown on the preliminary plat. The applicant has also omitted the two storm water ponds from the open space calculation, as its construction will be too deep to qualify as open space pursuant to *UDO §4.9.7(A)*.

This development will require street trees (on Murray Hill Rd, Penny Lane, Blue Jay Lane, and Strawberry Lane) and vegetated buffers pursuant to UDO §4.3. As for how existing tree preservation relates to these planting rate requirements, staff will confirm if additional plantings are necessary to fulfill required planting rates not fully covered by the preserved trees.

- **Setback Adjustments Under Administrative Relief.**

Town staff assessed and applied administrative relief (pursuant to UDO §2.46.3) for setbacks on the western and eastern townhome units (see attachment 5).

Western Rear Setback. Dean Ave intersects with Murray Hill Road across from the subject property, and because town engineering standards call for aligning street intersections within a certain distance, Penny Lane must align with Dean Ave to create a 4-way intersection (see figure 5 below). For that reason, the applicant adjusted the alignment, causing the front and rear setbacks of townhome units 1-5 to change from 25' (front) and 30' (rear) to 20' (front) and 25' (rear). Because this situation is unique to the site conditions and meets the criteria under UDO §2.46, staff assessed administrative relief to be appropriate.

Figure 5: Penny Lane to align with Dean Ave.



Eastern Rear Setback. To allow enough space for the 20' access alley and required eastern 10' buffer, townhome units 15-20 required a 5' reduction in rear setback to accommodate all parameters. Due to the unique site layout, especially as it pertains to the existing home and necessary private drive access configuration, staff assessed that administrative relief under §2.46 was again appropriate.

- **Red Cockaded Woodpecker (RCW).**
Feedback from the US Fish and Wildlife Service on 6/3/2025, who administer the federal Endangered Species Act pursuant to 50 C.F.R. §17 (Endangered and Threatened Wildlife and Plants), highly recommend conducting a study to determine if any RCW cavity trees or critical foraging area exist on the subject property – as no study has ever been conducted on the property according to their records. Should a study identify any critical RCW trees, the site plan should be adjusted according to the findings and verified by town staff during site plan review. Conducting a RCW study ensures compliance with the above mentioned federal regulations, and therefore this criterion.

Staff provided a draft condition on conducting a RCW study to the applicant, and on June 27, 2025, the applicant confirmed they concur with the draft language (found in draft condition 2 below).

Finally, staff will review all other applicable UDO standards during site plan review, including, but not limited to, the §4.3 Landscaping Code and §4.8 Lighting Code. With the inclusion of administrative relief adjustments

to setbacks (pursuant to UDO §2.46) and a RCW study conducted (with the site plan adjusted as necessary), staff assess the application meets this criterion.

3. ***The proposed Subdivision, including its lot sizes, density, access, and circulation, is compatible with the existing and/or permissible zoning and future land use of adjacent property.***

Planning staff concur with applicant that future homeowners will be within walking/biking distance of major retail centers like Morganton Park South. For additional context, staff anticipate a pedestrian connection to Morganton Park South within ¼ mile of this townhouse development in the future, making access to the north via Strawberry Lane an important factor to this criterion.

The plan includes improvements to Strawberry Lane, a presently dilapidated private right-of-way (see figure 6 below). Improvements to Strawberry Lane are essential to ensure necessary circulation, as well as fire and emergency access. The improvements will also provide access to the area north of the development. The design standards of Strawberry Lane must conform to standards for a 20' Private Alley Right-of-Way as shown in UDO Exhibit 4-19 and UDO §4.11.14. With the improvements to Strawberry Lane, which is already shown on the preliminary plat, town staff assess that the application meets this criterion.

Figure 6: Strawberry Lane – Unimproved Private Right-of-Way



4. ***The proposed Subdivision will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties.***

The Technical Review Committee noted the following at its 6/3/25 meeting:

- **Phasing**—each phase must function independently for access and utility considerations. This may mean installing a “hammerhead” turnaround on Strawberry Lane for the first phase of construction.
- **Pedestrian connectivity**—the existing sidewalk along Murray Hill Road is on the opposite side of the subject property. To allow for pedestrian connectivity, in conformance with Comprehensive Plan policies 8.1 and 7.2, a crosswalk should be installed to connect the development to the existing sidewalk.
 - The crosswalk should be established at the Penny Lane / Dean Avenue intersection, according to the Town Engineer’s guidance.
 - The crosswalk should include striping and MUTCD crosswalk signs.
- **Stormwater ponds**—staff will verify the design meets pre/post stormwater runoff calculations during site plan review.
- **Initial utilities layout**—the initial design is feasible, but may require minor adjustments during site plan review.

Additionally, the development’s intended improvements to Strawberry Lane will ensure requisite safety, accessibility, and emergency access for future homeowners and emergency personnel. For the above reasons, town staff feel the application meets this criterion.

5. ***The proposed public facilities are adequate to serve the normal and emergency demands of the proposed Development, and to provide for the efficient and timely extension to serve future Development.***

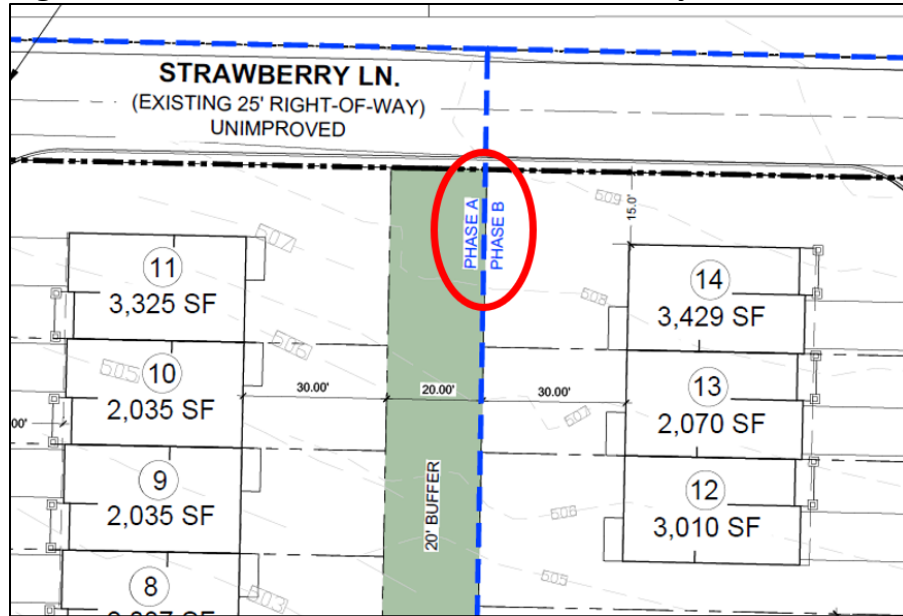
Site access, with the inclusion of Strawberry Lane improvements, is sufficient to address safety at this site. Town utilities are also readily available for extension to these proposed units. Finally, the Town Engineer has confirmed that this development will not meet the threshold requiring a traffic analysis report, so staff confirm that the application is consistent with this criterion.

D. Additional Staff Comments

- **Phasing Plan Considerations**

The applicant has proposed two phases for this project, “Phase A” and Phase B,” as shown on the preliminary plat. Each phase must fully function independently, especially with access and utility improvements, prior to the issuance of either phase’s Final Plat. A firetruck turnaround, or “hammerhead,” may be necessary to install on Strawberry Lane in conjunction with the first phase to ensure adequate firetruck turnaround space.

Figure 7: Phase A and Phase B on the Preliminary Plat



E. Outside Agency Comments:

Staff provided information on the project to outside agencies and received the following responses:

- A response from Vagn Hansen, the Regional Land Use Advisory Commission Executive Director, indicated no comments on this case.
- A response from Caroline Causey, a US Fish and Wildlife Service biologist, indicated that no Red-Cockaded Woodpecker studies have been conducted for this site according to their record. For that reason, USFWS highly recommends conducting a study prior to any site clearing.
- The Technical Review Committee reviewed the application at their June 3, 2025 meeting, with no major issues identified, except for the need to improve Strawberry Lane, adjust setback measurements, mitigate the loss of mature tree canopy, and install a crosswalk to connect to existing pedestrian infrastructure. A list of Technical Review Committee comments was subsequently provided to the applicant following the meeting on June 4, 2025. Further site plan review and approval will be required prior to issuance of any final plats or building permits for development, if approved.

V. ATTACHMENTS:

The following materials are provided as attachments to this staff memorandum:

1. Draft Findings of Fact
2. Preliminary Plat Application and Agent Authorization
3. Adjacent Property Owner List
4. Property Deeds
5. Narrative of Development
6. Preliminary Plat
7. Existing Conditions
8. Utilities Layout
9. Draft Homeowners Association Drafted Articles, Covenants, Restrictions

VI. TOWN COUNCIL ACTION:

To either approve or deny a Preliminary Plat application, the Town Council must make findings of fact and conclusions to the applicable standards.

- *The Town Council shall first vote on whether the application is complete and whether the facts presented are relevant to the case.*
- *The Town Council shall then vote on whether the application complies with the criteria as set forth in Section 2.20.4(G) Criteria for a Preliminary Plat, Criteria 1-5. Staff have drafted a finding of fact for consideration in Attachment 1. The Town Council may make modifications or provide an alternative to the draft findings of fact and related motions at their discretion.*

I move to:

- 1. Adopt Attachment 1 of the staff report, as drafted, as Findings of Fact regarding the proposed Preliminary Plat MAPP-02-25.**

- OR -

- 2. Adopt Attachment 1 of the staff report as Findings of Fact regarding the proposed Preliminary Plat MAPP-02-25, with the following changes:**

Next, the Town Council shall vote on whether to approve, deny, or approve with conditions the proposed Preliminary Plat. The Town Council may choose one of the following motions, or any alternative they wish.

I move to:

- 1. Approve the Preliminary Plat MAPP-02-25;**

2. Deny the Preliminary Plat MAPP-02-25;
3. **Approve the Preliminary Plat MAPP-02-25 with the conditions set forth in staff report MAPP-02-25.**

Condition 1–Preserve Natural Character. All existing trees, 10-inch diameter and larger, that do not interfere with essential site grading or the installation of building footprints, vehicle access areas, or utilities shall be preserved to protect the town’s natural character.

- The developer shall identify, during site plan review, which trees will be retained and which trees are essential to remove. Town staff shall confirm that the trees are essential to remove before approving the site plan.
- Town staff will also verify tree protection fencing for trees counting toward existing vegetation credit and any other necessary aspects of this condition during site plan review.
- The developer may request a reduction in tree protection fence radius for trees counting toward existing vegetation credit under UDO §4.3.13. Town staff shall grant requested tree protection fence radius reductions contingent on Town Arborist concurrence that a given reduction will not significantly impinge tree viability.

This condition is pursuant to MAPP Criterion 1, Comprehensive Plan Policies 4.9 and 4.10, and UDO §4.3.13.

Condition 2–Red Cockaded Woodpecker (RCW) Assessment. The developer shall conduct the necessary RCW assessment to identify any possible cavity trees, possible sensitive foraging area, and overall RCW impact prior to lot clearing.

- Town staff shall verify the study’s findings and any necessary adjustments to meet Endangered Species Act (ESA) regulation.
- The developer shall make any necessary adjustments that result from the findings to adhere to federal ESA regulation.

This condition is pursuant to MAPP Criterion 2 and Comprehensive Plan Policies 4.9.

ATTACHMENT 1
Draft Town Council Findings of Fact
Preliminary Plat Application MAPP-02-25

FINDINGS OF FACT

- A. The Town Council finds that the application is complete and that the facts submitted are relevant to the case because the request for Major Subdivision Preliminary Plat approval has met the specified submittal requirements as required in the Town of Southern Pines UDO Appendices, the applicants have submitted adequate evidence addressing criteria for a Preliminary Plat, and the evidence submitted was sworn testimony by qualified experts or provided through substantiated documentation.
- B. The Town Council finds that the application complies with UDO §2.20.4(G), Criterion 1 (the application is consistent with the Comprehensive Plan, as well as any other adopted plans for streets, alleys, parks, playgrounds, and public utility facilities) in that, with a control measure to optimize mature existing tree preservation included with the Preliminary Plat approval, the plat will be consistent with the 2040 Comprehensive Plan. These mature trees on site provide distinct natural character to the surrounding community, which directly aligns with Major Subdivision Preliminary Plat Criterion 1 and Comprehensive Plan policies 4.9 and policy 4.10. Additionally, preserving these trees may count toward street trees, buffers, and open space requirements pursuant to UDO §4.3 and §4.9. The proposed subdivision is consistent with the General Framework Map and Conservation and Development Maps, which categorize the site as an “Area to Enhance” and “Neighborhood,” respectively. Site access and utility connections, provided by Town of Southern Pines Public Works, are both readily available. Therefore, the project is also compatible with its surrounding infrastructure. Finally, with the inclusion of a crosswalk over Murray Hill Road, as shown on the preliminary plat, the project is consistent with providing pedestrian infrastructure pursuant to Comprehensive Plan policy 8.1.
- C. The Town Council finds that the application complies with UDO §2.20.4(G), Criterion 2 (the proposed subdivision complies with the UDO and applicable state and federal regulations) in that once the project developer conducts a Red Cockaded Woodpecker assessment, and makes any necessary development plan adjustments, the project will definitively adhere to federal Endangered Species Act regulation. Furthermore, given the unique layout of the subject property, administrative relief under UDO §2.46 for side setback adjustments provides a reasonable measure to ensure proper site circulation and layout. Finally, the application meets UDO density, open space, and parking requirements.
- D. The Town Council finds that the application complies with UDO §2.20.4(G), Criterion 3 (the proposed Subdivision, including its Lot sizes, density, access, and circulation, is compatible with the existing and/or permissible zoning and future land use of adjacent property) in that the 20 townhome lots and one single-family lot and their respective dimensions meet density standards. The proposed driveways and private rights-of-way will be properly aligned and will provide sufficient access to the new homes.

- E. The Town Council finds that the application complies with UDO §2.20.4(G), Criterion 4 (the proposed subdivision will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties) in that the project does not present a safety or viability concern for the surrounding area. With proper improvements made to Strawberry Lane, sufficient emergency and fire access will be established to the entire site. No other safety or viability concerns were shown from the town staff's analysis.
- F. The Town Council finds that the application complies with UDO §2.20.4(G), Criterion 5 (the proposed public facilities are adequate to serve the normal and emergency demands of the proposed development, and to provide for the efficient and timely extension to serve future development) in that the proposed utility plan adequately meets water, fire flow, and sewer requirements. The Town of Southern Pines will provide all utility extensions and connections, and they will serve this development adequately and efficiently.



Major Subdivision Preliminary Plat Application

REQUIRED APPLICATION MATERIALS:

- _____ **Application fee** in the amount of \$1,500.00 plus \$25.00 per lot
- _____ **Completed Major Subdivision Preliminary Plat Application** signed by the applicant
- _____ **Appointment of Agent** signed by the property owner(s) and the agent (if applicable)
- _____ **Deed** copy to provide proof of ownership and property boundaries
- _____ **Preliminary Plat:** Please refer to Appendix A of the UDO (pg. A-16) for detail requirements.
- _____ **Written narrative:** demonstrating compliance with UDO §2.19 and §2.20.
- _____ **Additional documentation:** Additional text and/or maps provided to demonstrate consistency with the criteria for approval of a preliminary plat listed in UDO §2.20.4(G). The list of criteria is attached.
- _____ **Covenants and Restrictions** (if applicable)
- _____ **Utility letters** confirming the availability of service and improvements necessary to provide water, wastewater, natural gas or telecommunications services (not needed for Town services).
- _____ **Drainage concept plan:** See drainage impact analysis checklist (if applicable).
- _____ **Traffic impact analysis:** See traffic impact analysis checklist (if applicable).
- _____ **Electronic copy (PDF) of all application materials** submitted to plan@southernpines.net

PLEASE SUBMIT ONLY ONE (1) COMPLETE SET OF ALL MATERIALS.

REVIEW AND APPROVAL:

1. **Staff review:** Planning staff will review the application within five business days and notify the applicant if additional materials are needed.
2. **Preliminary forum:** Held before the Planning Board at its regular monthly meeting. (Please refer to the **Application Processing Timeline** to determine the meeting date.)
3. **Public hearing:** Held before the Town Council at its regular monthly meeting. (Please refer to the **Application Processing Timeline** to determine the hearing date.)
4. **Approval:** The Town Council may approve, conditionally approve or deny the application based on the criteria listed in UDO §2.20.4(G).

PLANNING DEPARTMENT
TOWN OF SOUTHERN PINES
801 SE Service Road, Southern Pines, NC 28387
plan@southernpines.net (910) 692-4003 www.southernpines.net



Major Subdivision Preliminary Plat

Date Received: _____ Case No.: MAPP-____-____

Subdivision Name: Murray Hill Road Townhomes Street Address: 255 & 265 Murray Hill Road
 PIN: 857111552261; 857111555202 Parcel ID: 00052146; 00048691 Zoning District: RM-1
 Project acreage in: Lots ±1.41 AC + Roads ±0.21 AC + Open Space ±.21 AC + Common Area _____
 + Other (describe) _____ = Total Project Acreage ±2.06 AC
 Number of Lots: 21 Minimum Lot Size: ±1,969 SF Setbacks: Front: 25' Sides: 0', 10', 15' Rear: 25', 30'
 Highway Corridor Overlay: Yes/No no If yes, Urban Village _____ Urban Transition _____ Rural Hwy _____
 Watershed: Yes/No no If yes, LR #2: _____ LR Vass: _____ Nicks Creek: _____ HQW: Yes/No _____
 Does the site contain a Special Flood Hazard Area? Yes/No no Does the site contain wetlands? Yes/No no

Applicant:

Name: Value Build Homes
 Phone: 919-777-0393 Email: ashapiro@valuebuildhomes.com
 Mailing Address: 3015 Jefferson Davis Hwy Sanford NC, 27332

Contact Person, if different from Applicant:

Name: Koontz Jones Design
 Phone: 910-684-8487 Email: psaathoff@koontzjones.com
 Mailing Address: 140 Applecross Rd. Suite B, Pinehurst NC, 28374

Legal Property Owner(s), if different from Applicant:

Name(s): On Your Lot, Inc.
 Phone: 919-777-0393 Email: ashapiro@valuebuildhomes.com
 Mailing Address: PO Box 734 West End, NC 27376; 1612 Struble Circle Willow Spring, NC 27592

Date: 4/23/2025 | 6:53 AM PDT

DocuSigned by:

 444F753DC6744DD

Signature of Applicant

APPOINTMENT OF AGENT

The undersigned owner(s), On Your Lot, Inc., hereby appoint(s) Koontz Jones Design as the exclusive agent for the purpose of making an application to the Town of Southern Pines for approval of a **Major Subdivision Preliminary Plat** of the property described in the attached application. The owner(s) hereby agree that this agent has the authority to act for and on behalf of the owner(s) as follows:

1. to submit an application and required supplemental materials;
2. to appear at public meetings and give representation and comments on behalf of the owner(s);
3. to accept conditions or recommendations made by the Town of Southern Pines Planning Board and Town Council for the approval of a Major Subdivision of the property; and
4. to act on behalf of the owner(s) without limitations with regard to any and all things directly or indirectly connected with or arising out of any application for a Major Subdivision under the Southern Pines Unified Development Ordinance.

This Appointment of Agent shall remain in effect until final resolution of the attached application.

Signed this 23rd day of April, 2025.

DocuSigned by:

444F753DC6744DD

Property Owner

Property Owner



Agent

Adjacent Property Owners								
PARID	PIN	NAME	NAME2	ADDRESS	ADDRESS2	CITY	STATE	ZIP
00046203	857111556403	TYMES DAVID JR	TYMES PAMELA KAY	135 SHADY LN		SOUTHERN PINES	NC	28387
00046387	857111553510	MCNEILL JEAN RORIE		1702 EASTVIEW DR		ABERDEEN	NC	28315-3229
00046421	857100551530	PENA HORTENCIA LAVALLE		250 LONG STREET		SOUTHERN PINES	NC	28387
00047100	857111554530	ZHANG TIELIANG	ZHANG MING	211 PLANTATION DR		SOUTHERN PINES	NC	28387
00047268	857111554443	LILES CHARLES F SR		130 SHADY LANE		SOUTHERN PINES	NC	28387
00047496	857100443653	C F SMITH PROPERTIES INC		100 MAGNOLIA RD	SUITE 300	PINEHURST	NC	28374-8866
00049795	857111550240	GLEN-MOORE INC		5688 RED SPRINGS RD		RED SPRINGS	NC	28377
00049796	857110459272	ROBINSON CRAIG F &	CRAWFORD MARY ANN TRUSTEES	39 GRAND VIEW LN		BELLINGHAM	WA	98229
00049797	857110459270	ROBINSON CRAIG F &	CRAWFORD MARY ANN TRUSTEES	39 GRAND VIEW LN		BELLINGHAM	WA	98229
00049798	857110459178	ROBINSON CRAIG F &	CRAWFORD MARY ANN TRUSTEES	39 GRAND VIEW LN		BELLINGHAM	WA	98229
00049799	857110459177	ROBINSON CRAIG F &	CRAWFORD MARY ANN TRUSTEES	39 GRAND VIEW LN		BELLINGHAM	WA	98229
00049800	857110459275	ROBINSON CRAIG F &	CRAWFORD MARY ANN TRUSTEES	39 GRAND VIEW LN		BELLINGHAM	WA	98229
00049801	857110459174	ROBINSON CRAIG F &	CRAWFORD MARY ANN TRUSTEES	39 GRAND VIEW LN		BELLINGHAM	WA	98229
00049802	857111551205	ROBINSON CRAIG F &	CRAWFORD MARY ANN TRUSTEES	39 GRAND VIEW LN		BELLINGHAM	WA	98229
00049803	857111551203	ROBINSON CRAIG F &	CRAWFORD MARY ANN TRUSTEES	39 GRAND VIEW LN		BELLINGHAM	WA	98229
00049804	857111551201	ROBINSON CRAIG F &	CRAWFORD MARY ANN TRUSTEES	39 GRAND VIEW LN		BELLINGHAM	WA	98229
00049805	857111551109	ROBINSON CRAIG F &	CRAWFORD MARY ANN TRUSTEES	39 GRAND VIEW LN		BELLINGHAM	WA	98229
00049806	857111551107	ROBINSON CRAIG F &	CRAWFORD MARY ANN TRUSTEES	39 GRAND VIEW LN		BELLINGHAM	WA	98229
00049807	857111551105	ROBINSON CRAIG F &	CRAWFORD MARY ANN TRUSTEES	39 GRAND VIEW LN		BELLINGHAM	WA	98229
00050403	857100551433	SINCLAIR LESLIE		130 PINE LANE		SOUTHERN PINES	NC	28387
00050404	857111553306	SWAGEL RENEE JEAN		145 PINE LN		SOUTHERN PINES	NC	28387
00050405	857111553413	FRYE NETTIE		135 PINE LN		SOUTHERN PINES	NC	28387
00050406	857111556306	WOOD DANIEL WAYNE JR		125 BLAZE CT		BENSON	NC	27504
00051105	857115545964	ARSI DORIAN		365 E HEDGELAWN WAY		SOUTHERN PINES	NC	28387
00051630	857111554346	OSTERHAUS PATRICIA		8729 PEACH TREE DR		SANFORD	NC	27330
00052146	857111552261	ON YOUR LOT INC		PO BOX 734		WEST END	NC	27376
00052894	857115541974	TUNSTALL WILLIAM M & WANDAS		1316 MCCASKILL RD		CARTHAGE	NC	28327
00052929	857100459493	CULTURE CLUB LLC		PO BOX 4393		PINEHURST	NC	28374
00053099	857111551346	COVINGTON CAROLYN T		140 PINE LN		SOUTHERN PINES	NC	28387
00053609	857115544890	MURRAY HILL HOUSING	PARTNERSHIP	PO BOX 26405		GREENSBORO	NC	27404-6405
00052001	857100559314	EWI 59 LLC		99 FISHERVILLE ROAD		CONCORD	NH	03303

For Registration Register of Deeds

William Britton

Moore County, NC

Electronically Recorded

July 12, 2023 11:57:39 AM

Book: 6040 Page: 582 - 584 #Pages: 3

Fee: \$26.00 NC Rev Stamp: \$440.00

Instrument # 2023009274

Stamps: \$440.00

Prepared by M. Andrew Lucas- mail to Grantee

STATE OF NORTH CAROLINA)

COUNTY OF MOORE)

PID#: 52146

GENERAL WARRANTY DEED

THIS DEED, made this 12th day of JULY, 2023, by and between **NAOMI B. ROES, Single**, 265 Murray Hill Road, Southern Pines, NC 28387, hereinafter called "GRANTOR" to **ON YOUR LOT INC., A NORTH CAROLINA CORPORATION**, 5640 Dillard Dr., Suite 101, Cary, NC 27518, hereinafter called "GRANTEE";

WITNESSETH, that the Grantor, in consideration of valuable considerations provided by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto the Grantee, all of Grantor's fee simple interest in that certain lot or parcel of land situated in Sandhills Township, Moore County, North Carolina, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein.

The above property was conveyed to the Grantor by deed recorded in Book 1124, page 280, Moore County Registry.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee in fee simple. Grantor covenants with the Grantee, that Grantor is seized of said premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the claims of all persons whomsoever except for the exceptions

hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

- 1) Restrictions, easements and rights of way of record.

This is ✓ is not _____ the primary residence of the Grantor.

IN TESTIMONY WHEREOF, the Grantor has hereunto set her hand and seal, the day and year first above written.

Naomi B. Roes (SEAL)
Naomi B. Roes

STATE OF NORTH CAROLINA
COUNTY OF Lee

I, Melissa C. Schuster a Notary Public, do hereby certify Naomi B. Roes personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 12th day of July, 2023.

My Commission expires:

8/26/26

Melissa C. Schuster
Notary Public

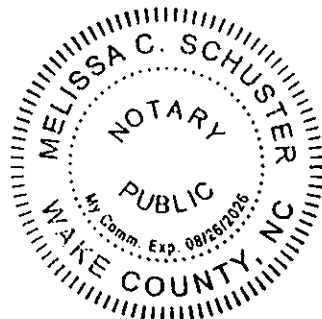


Exhibit "A"

BEING ALL OF LOT NO. 6 AND THE EASTERN ONE-HALF OF LOT NO. 7, as shown on a map entitled "Longview", Sandhill Township, Southern Pines, North Carolina, dated June 30, 1947, by J. B. Swett, C.E., which map was recorded in Map Book 3, Page 70, of the Moore County Public Registry, to which map and its recordation reference is hereby made for a more complete, accurate and particular description of said lot. For further reference, see also that certain plat entitled "Survey for Naomi B. Ross", dated October 4, 1995, prepared by C. H. Blue & Associates, Registered Land Surveyors of Southern Pines, North Carolina, which map is attached hereto as "Exhibit A".

HOWEVER, THIS CONVEYANCE IS MADE SUBJECT TO THAT 7 1/2 PORTION OF THE 15 FOOT EASEMENT WHICH LIES ALONG THE COMMON BOUNDARY LINE BETWEEN LOTS NOS. 5 & 6, AND IS ALSO MADE SUBJECT TO THAT CERTAIN EASEMENT FROM THELMA E. McPHERSON WHICH IS RECORDED IN DEED BOOK 595, PAGE 258, OF THE MOORE COUNTY PUBLIC REGISTRY, WHICH ALLOWS FOR THE ENCROACHMENT OF A WELL AND BLOCK WELLHOUSE BUILDING FOR THE WELL SERVICING LOT NO. 5 TO BE PARTIALLY LOCATED ON THE AFORESAID LOT NO. 6.

For Registration Register of Deeds

Judy D. Martin

Moore County, NC

Electronically Recorded

September 1, 2021 2:09:44 PM

Book: 5692 Page: 545 - 548 #Pages: 4

Fee: \$26.00

NC Rev Stamp: \$620.00

Instrument# 2021019571

Space Above This Line Left Blank For Recording
Data Pursuant to N.C.G.S. § 161-14(b)(2)

File No. 210450G1
Deed (General Warranty)

GENERAL WARRANTY DEED

Space Below for E-Recording Submitter Statement Pursuant to N.C.G.S. § 47-14(a1)(5):

Excise Tax:	\$620.00
PIN/PID:	00048691
N.C.G.S. § 161-31:	
N.C.G.S. § 105-317.2:	The property <u>X</u> does <u> </u> does not include the primary residence of a grantor.
Return to:	Grantee
This instrument was prepared by:	Sterling Law (This deed is prepared without tax advice or title examination) Cary Branch 5000 Centregreen Way, 5th Floor, Suite 500 Cary, North Carolina 27513
Brief Description:	LONGVIEW PART LOT 45

THIS DEED is made this 27th day of August 2021 by and between:

Grantors:	Grantee:
<u>Salvatore DiBianca</u> , and <u>Debby R. DiBianca</u> , a married couple 255 Murray Hill Road Southern Pines, NC 28387	<u>ON YOUR LOT, INC., a North Carolina corporation</u> 1612 Struble Circle Willow Spring, NC 27592

submitted electronically by "The Gorenflo Law Firm PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Moore County Register of Deeds.

WITNESSETH:

For valuable consideration from Grantee to Grantors, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby grant, bargain, sell, and convey unto Grantee in fee simple and with general warranty of title, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property:

SEE EXHIBIT A, ATTACHED AND MADE PART HERETO

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any;

And Grantors hereby warrant that Grantors are seized of the premises in fee and have the right to convey same in fee simple, that title is marketable and is free and clear of encumbrances other than as set forth herein, and that Grantors will forever warrant and defend the title against the lawful claims of all persons or entities whomsoever;

And each undersigned signer as or for Grantors hereby expressly warrant that said signer is duly authorized to execute, sign, and deliver this deed, that all persons may rely on this representation, and no person need further inquire into the authority of the signer;

And all references to Grantors and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context;

And this Deed may be signed in one or more counterparts which, when assembled, shall constitute one original and valid Deed for recordation;

This conveyance is made subject to the following Exceptions and Reservations:

1. Taxes or assessments for the year 2021, and subsequent years, not yet due and payable;
2. All easements, restrictions, covenants, and rights of way of record;
3. The Deed of Easement recorded at Deed Book 595, Page 258, Moore County Register of Deeds;
4. The Encroachment Agreement recorded at Deed Book ~~5692~~ 5693, Page ~~513~~ 513, Moore County Register of Deeds;

IN WITNESS WHEREOF, the Grantors have duly executed the foregoing as of the day and year written.

[SIGNATURE(S) TO FOLLOW]

File No. 21045061
Deed (General Warranty)
Page 3

 (SEAL)
Salvatore DiBianca

County: Wake Moore wms
State: North Carolina

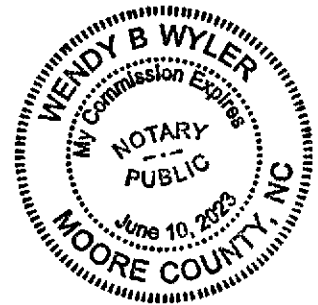
I, a notary public, certify that Salvatore DiBianca personally appeared before me this day, acknowledging to me that s/he signed the foregoing Deed.

Wendy B Wyler
Official Signature of Notary
Wendy B Wyler
Notary's Printed or Typed Name

Date: 8/07/21

Official Notarial Seal:
(Ink seals only. No
embossed seals.)

My Commission Expires: June 10, 2023



 (SEAL)
Debby R DiBianca

County: Wake Moore wms
State: North Carolina

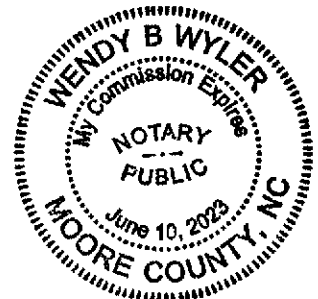
I, a notary public, certify that Debby R. DiBianca personally appeared before me this day, acknowledging to me that s/he signed the foregoing Deed.

Wendy B Wyler
Official Signature of Notary
Wendy B Wyler
Notary's Printed or Typed Name

Date: 8/07/21

Official Notarial Seal:
(Ink seals only. No
embossed seals.)

My Commission Expires: June 10, 2023



Sterling Law File No. 210450G1
Deed (General Warranty)
Page 4

EXHIBIT A
LEGAL DESCRIPTION

A certain tract of land in the town of Southern Pines, fronting on the north side of the 50 foot wide Murray Hill Avenue in the Longview Subdivision, described as follows: BEGINNING at a concrete monument in the north line of Murray Hill Avenue, said monument being the southwest corner of Lot #5 as shown on the Longview map that is recorded in Map Book 3, Page 70 in the Moore County Registry; running thence from the beginning leaving the Avenue N 01° 11' E 199.94 feet to a concrete monument in the south line of the 25 foot wide Blue Lane, the northwest corner of Lot #5; thence with the north line of Lot #5 along Blue Lane S. 88° 51' E 225.04 feet to an iron stake in the north line of Lot #4; thence crossing Lot #4, S. 01° 10' W. 199.86 feet to an iron stake in the north line of Murray Hill Avenue, thence with the north line of the Avenue N. 88° 51' W. 225.06 feet to the beginning, being all of Lot #5 and the west half of lot #4 as shown on the map of Longview that is recorded in Map Book 3 at page 70 in the Office of Register of Deeds for Moore County, North Carolina. This description is taken from a survey made by C. H. Blue & Associates on February 23, 1988.

TOGETHER WITH AND SUBJECT TO the Deed of Easement recorded at Deed Book 595, Page 258, Moore County Register of Deeds, and the Encroachment Agreement recorded at Deed Book ~~5692~~ ⁵⁶⁹¹, Page ~~513~~ ⁵¹², Moore County Register of Deeds

**MURRAY HILL ROAD TOWNHOMES
MAJOR SUBDIVISION PRELIMINARY PLAT NARRATIVE**

The development described as *Murray Hill Road Townhomes* in the submitted exhibits proposes a new residential project located within the RM-1 (Residential Mixed Housing) zoning district in the Town of Southern Pines. The project includes the construction of 20 new townhome units, along with the preservation and inclusion of one existing single-family residence, resulting in a total of 21 residential units on approximately ± 2.06 acres. The proposal is consistent with the intent of the RM-1 zoning district, which permits single-family and multi-family development at a medium density (10–12 dwelling units per acre) in areas where such residential uses can be integrated with the existing neighborhood fabric and served by adequate public water and sewer infrastructure.

The subject property is located on the north side of Murray Hill Road, within a transitional residential area characterized by a mix of detached homes, townhome developments, and nearby commercial uses. The site consists of two existing parcels, each currently containing a single-family dwelling. The property has access to public infrastructure, including roads, water, and sewer services. According to the Southern Pines 2040 Comprehensive Plan, the Development Map identifies this area as ‘Neighborhood,’ while the Character District Map classifies it as a ‘Suburban Settlement.’ The proposed residential development is consistent with the land use objectives and policies outlined in the 2040 Comprehensive Plan.

The following section provides a description of the overall design elements associated with the Major Subdivision Preliminary Plat.

DEVELOPMENT PLAN

The proposed subdivision includes 20 newly constructed townhome units, each featuring front-loaded garages with access from a private drive. One existing home will be preserved and included on its own lot, bringing the total unit count to 21. The subdivision layout complies with all RM-1 dimensional requirements, including minimum lot size per dwelling unit, required setbacks (with the exception noted below), open space provisions, and height limitations.

In accordance with Section 2.46.3 of the Town of Southern Pines Unified Development Ordinance (UDO), the rear building setbacks for Lots 15–20 have been reduced from 30 feet to 25 feet to accommodate a required 10-foot landscape buffer along the east side of the property. In addition the front and rear building setbacks for lots 1-5 have been reduced to 20 feet and 25 feet respectively to allow for the alignment of the western most private drive to align with Dean Ave.

ACCESS, CIRCULATION, AND PARKING

Primary vehicular access to the site will be provided from Murray Hill Road, with internal private streets constructed in accordance with the Town’s road standards. Each residential unit will include a minimum of two off-street parking spaces, provided through private driveways and/or



garages, in compliance with the Town's Unified Development Ordinance (UDO). Improvements will also be made to Pine Lane, located on the north side of the property, to ensure adequate circulation and access for emergency and fire vehicles, as discussed during preliminary Technical Review Committee (TRC) meetings.

No internal sidewalks are proposed with the project, but to provide a pedestrian connection to the existing sidewalk on the south side of Murray Hill Road, a crosswalk, comprised of painted stripes and (2) Manual of Uniform Traffic Control Device (MUTCD) crosswalk signs, in line with the engineering standards, will be provided for pedestrian use.

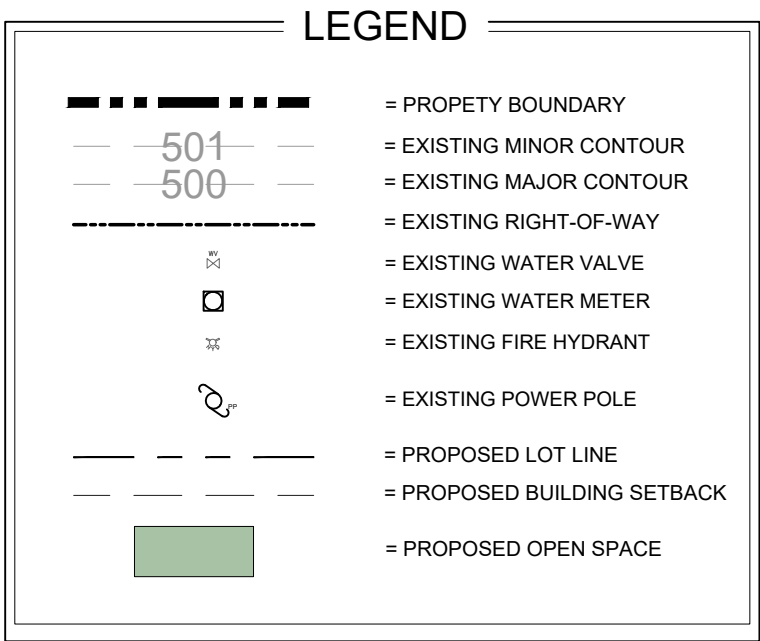
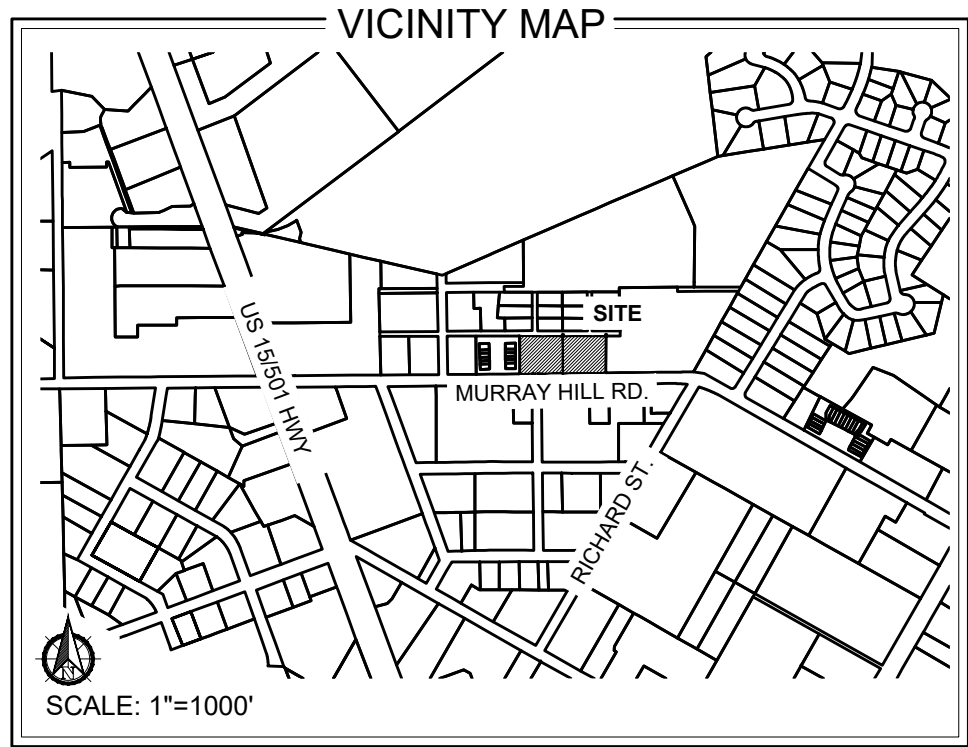
UTILITIES AND STORMWATER MANAGEMENT

The development will connect to Town of Southern Pines water and sewer services, with utility extension plans coordinated through the Public Works Department. Stormwater will be managed using on-site detention facilities or other approved best management practices (BMPs), with all systems designed in compliance with applicable local and state stormwater regulations. The general locations of these facilities are shown in the application materials on Sheet L-1.1.

LANDSCAPING AND OPEN SPACE

Open space and landscape buffers have been incorporated into the site design to preserve neighborhood character and provide a visual buffer to adjacent properties. As required by the Major Subdivision application, a minimum of 10% open space must be provided. The proposed plan meets this requirement, and the designated open space areas are shown on Sheet L-1.1. Per the Town of Southern Pines Unified Development Ordinance (UDO), a 10-foot buffer is required on the east and west sides of the property. This requirement has been met, with an enhanced 20-foot buffer provided on the west side of the property adjacent to an existing residential development. Buffers and Open Spaces will be planted at the buffer rate as shown in UDO exhibit 4-4 to align with open space standards in §4.9.1. Additionally, street trees along Murray Hill Road will be installed to meet UDO standards.

This Major Subdivision Preliminary Plat application proposes a 21-unit residential development that is consistent with the intent and regulatory standards of the RM-1 zoning district, as well as the goals of the 2040 Comprehensive Plan. The proposed development is designed to be compatible with the character of the surrounding neighborhoods, while expanding housing opportunities within an established residential area in close proximity to local amenities and commercial centers. The project will enhance the community's housing diversity and will utilize existing infrastructure and roadway connections to support efficient land use and access.



FLOODPLAIN DATA

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X' (AREAS OF MINIMAL FLOODING)

THE LOCATION OF THE 100-YEAR FLOODPLAIN PER NFIP FIRM COMMUNITY PANEL(S) NO: 8542, 8563
MAP(S): 3710854200J, 3710856300J
DATE: OCTOBER 17, 2006

ZONING INFORMATION

EXISTING ZONING CLASSIFICATION:
RM-1 - RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY

BUILDING SETBACKS:
FRONT: 25'
INTERIOR SIDE: 10'
EXTERIOR SIDE: 15'
REAR: 30'
MAX BUILDING HEIGHT: 40'

PROPERTY INFORMATION

PROPERTY OWNER / APPLICANT:
ON YOUR LOT, INC
1612 STRUBLE CIRCLE,
WILLOW SPRING, NC 27592

PARCEL ID/PIN:
PARCEL 1: 00048691; 857111555202
DB: 5692 PG: 545
PARCEL 2: 00052146; 857111552261
DB: 6040 PG: 582

TOTAL ACREAGE: ±2.06 AC

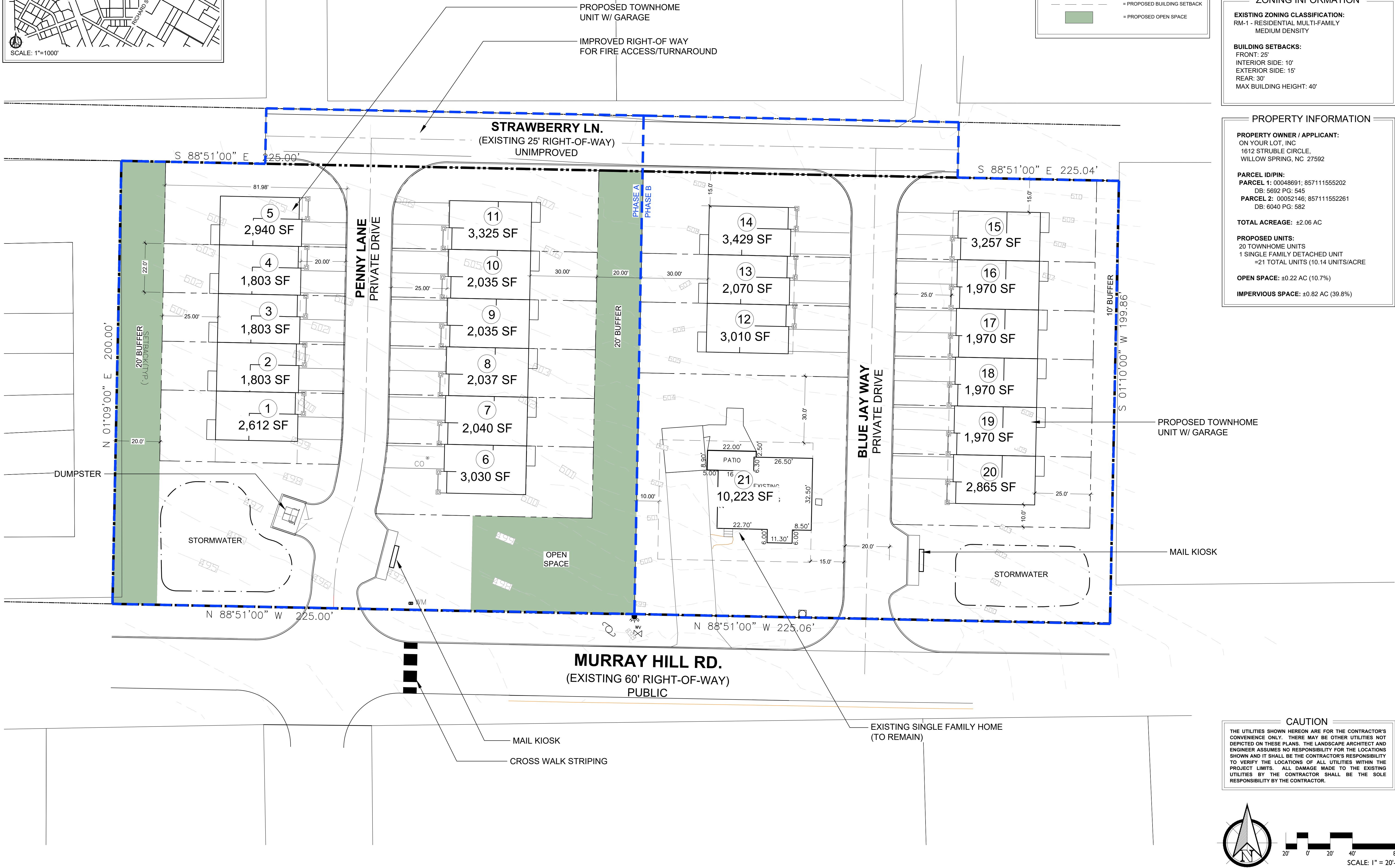
PROPOSED UNITS:
20 TOWNHOME UNITS
1 SINGLE FAMILY DETACHED UNIT
≈21 TOTAL UNITS (10.14 UNITS/ACRE)

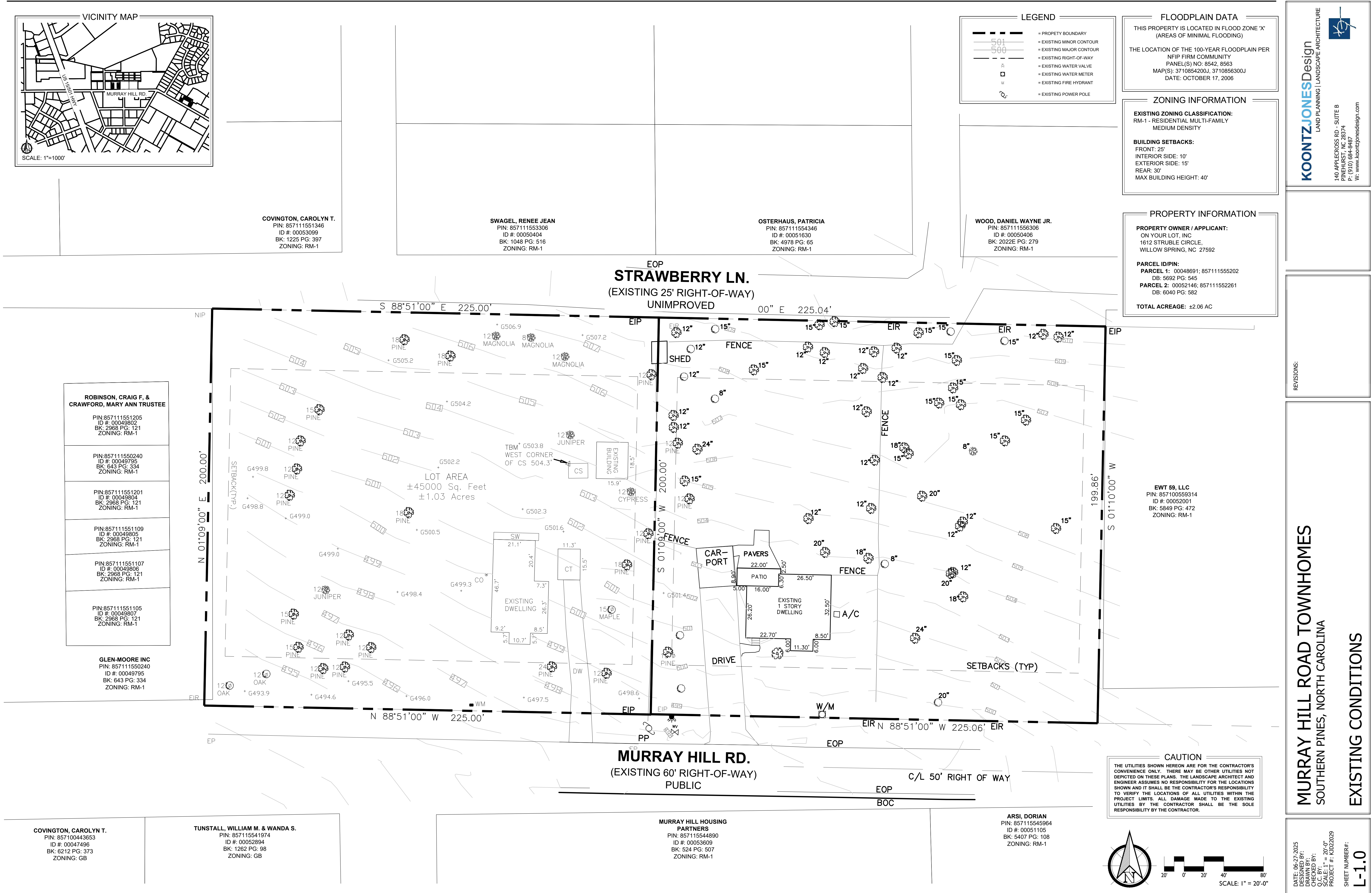
OPEN SPACE: ±0.22 AC (10.7%)
IMPERVIOUS SPACE: ±0.82 AC (39.8%)

REVISIONS:

MURRAY HILL ROAD TOWNHOMES
SOUTHERN PINES, NORTH CAROLINA

PRELIMINARY PLAT





REVISIONS		
SYM.	DESCRIPTION	DATE



LKC Engineering, LLC
 140 Aqua Street, Suite 200
 Raleigh, NC 27601
 O: 910.420.1437
 F: 910.637.0096
 lkceengineering.com
 License No. P-1095

Engineering
 Landscape Architecture
 Surveying

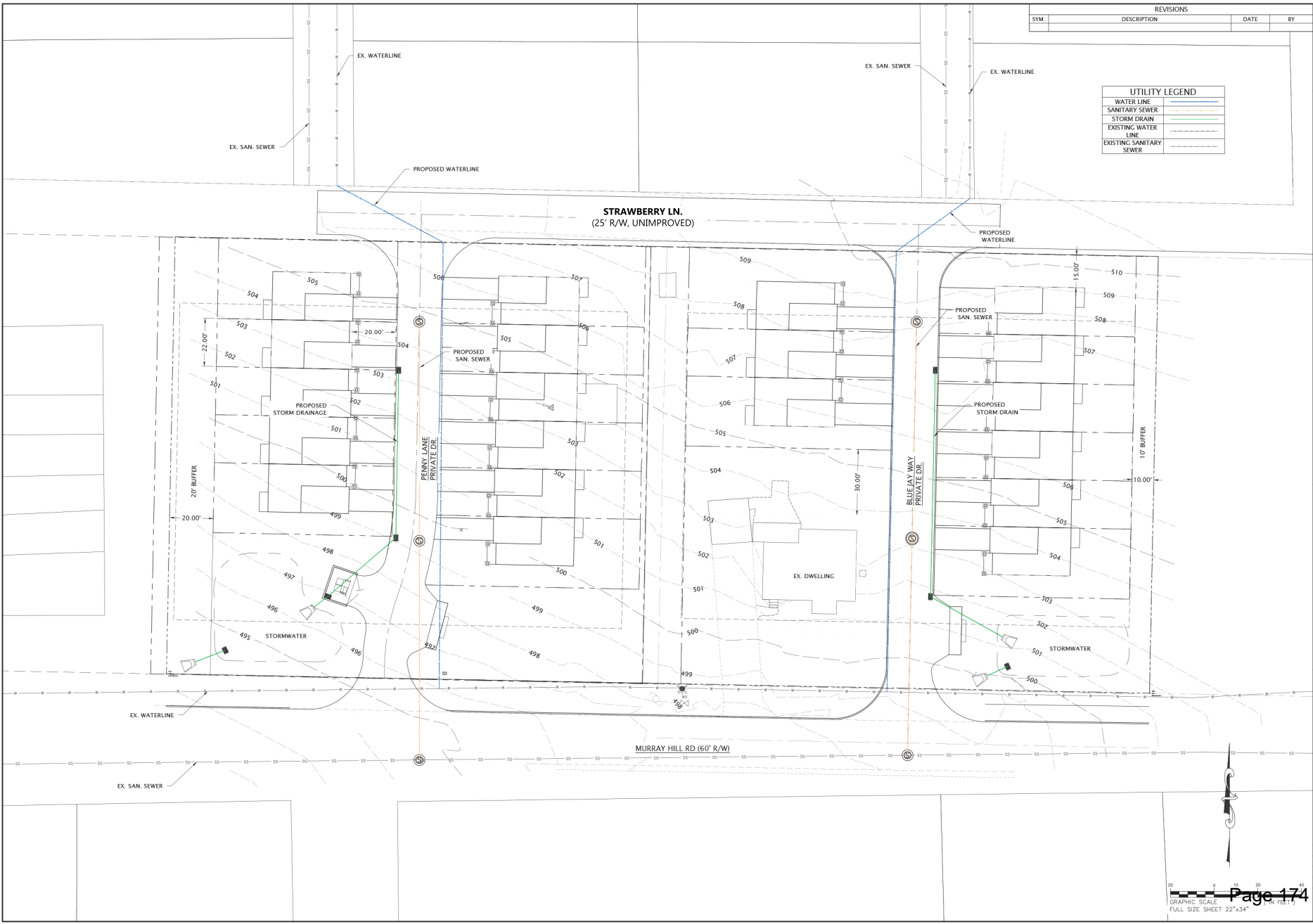
LKC

UTILITY SITE LAYOUT

MURRAY HILL TOWNHOMES
 Southern Pines, North Carolina

DATE:	MAY, 2025
DESIGNED:	JDM
DRAWN:	AC
CHECKED:	JDM

UTILITY LEGEND	
WATER LINE	
SANITARY SEWER	
STORM DRAIN	
EXISTING WATER LINE	
EXISTING SANITARY SEWER	
EXISTING STORM DRAIN	



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MURRAY HILL ROAD TOWNHOMES

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR MURRAY HILL ROAD TOWNHOMES

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MURRAY HILL ROAD TOWNHOMES (this “Declaration”) is made this _ day of xxxxx by HC DAVIDSON BAY, LLC, a North Carolina limited liability company and ON YOUR LOT, , LLC, a North Carolina limited liability company (together with their successors and assigns, “Declarants”). Each capitalized term used in this Declaration shall have the meaning for such term defined herein unless otherwise required by context.

WITNESSETH:

WHEREAS, Declarants are the owners of the property described in Exhibit A attached hereto and made a part hereof, which property, together with such Additional Property as shall have been from time to time brought under the scheme of this Declaration by Supplemental Declaration filed in the Registry (collectively, the “Property”), has been or will be developed into building lots and related amenities for use as a community of townhome lots, upon which townhome units will be constructed (each a “Townhome” and collectively “Townhomes”), said community to be known as Murray Hill Road Townhomes (provided, however, Declarants reserve the right to change said name as to all or any portion of the Property at any time and from time to time); and

WHEREAS, Declarants desire to insure the attractiveness of the Lots and community facilities within the Property and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values and amenities of the Property, and to provide for the maintenance and upkeep of the Common Areas, the Located Easements, and other community facilities and utilities within the Property; and, in order to accomplish these objectives, Declarant deems it advisable to subject the Property to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth; and

WHEREAS, Declarants deem it desirable, in order to insure the efficient preservation, protection, and enhancement of the values and amenities of the Property and the residents’ enjoyment of the specific rights, privileges, and easements in the Common Areas, the Located Easements, and the other community facilities and utilities within the Property, that an organization be created to which will be delegated and assigned the powers of maintaining the Common Areas, the Located Easements, and the other community facilities and utilities within the Property, administering and enforcing this Declaration, and collecting and disbursing the assessments and charges hereinafter imposed; and

WHEREAS, Declarants have caused or will cause to be created for the purposes aforesaid, a North Carolina non-profit corporation under the name and style of Murray Hill Road Townhome Association, Inc. (“Association”).

NOW, THEREFORE, the Declarants declare that the Property is and shall be owned, held, leased, transferred, sold, mortgaged, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges, and liens, which shall run with the title to Property and be binding upon and inure to the benefit of all Owners thereof and their heirs, personal representatives, successors, and assigns.

ARTICLE 1 **DEFINITIONS**

Without limitation of other capitalized terms defined herein, certain of the capitalized terms used in this Declaration are defined in and shall have the meanings given them in this Article 1.

Section 1.1. “Act” shall mean the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes.

Section 1.2. “Additional Property” shall mean the property described on Exhibit B attached hereto, all of any portion of which may from time to time be made subject to the Declaration pursuant to Article 2 hereof and which, when so subjected, shall become a part of the Property.

Section 1.3. “Annual Assessment” shall have the meaning set forth in Article 7, Section 7.3.

Section 1.4. “Assessment Year” shall mean such one year period as shall be specified by the Board in its discretion.

Section 1.5. “Association” shall mean Murray Hill Road Townhome Association, Inc., a North Carolina non-profit corporation.

Section 1.6. “Authority” over any parcel of property shall mean a right of ownership or control (whether in whole or in part) over such parcel of property.

Section 1.7. “Board” shall mean the Board of Directors of the Association. Notwithstanding anything to the contrary set forth in this Declaration or the Charter Documents, so long as Declarant owns any portion of the Property, Declarant shall have the right at any time and from time to time to appoint and remove any and all members of the Board.

Section 1.8. “Charter Documents” shall mean the Articles of Incorporation and Bylaws of the Association, as applicable, as the same may be amended.

Section 1.9. “Common Areas” shall mean all portions of the Property which are deeded to the Association for the common use and enjoyment of all Members or owned by Declarant and designated for the common use and enjoyment of the Association and its Members, and all improvements and facilities constructed thereon for such purposes, including, but not limited to (without any obligation by Declarant to construct or install the same), any signage, irrigation, drainage facilities, sidewalks, entrance monuments, landscaped areas, lighting, green or natural area, private drives and other amenities constructed on portions of Common Areas on the Property.

Section 1.10. “Declarants” shall mean Murray Hill Road Townhomes, LLC, their successors and assigns.

Section 1.11. “General Utility Easements” shall have the meaning set forth in Section 4.1 of this Declaration.

Section 1.12. “Improvement” shall mean any structure and all appurtenances thereto of every type and kind, including but not limited to: buildings, outbuildings, patios, tennis courts, garages, doghouses, swimming pools, basketball goals, mailboxes, aerials, roads, driveways, parking areas, fences, walls, retaining walls, stairs, decks, landscaping, plantings, planted trees and shrubs, ponds, lakes, changes in grade or slope, site preparation, poles, signs, exterior air conditioning, external facilities used in connection with utilities (including water, sewer, gas, electric, telephone, regular, cable or satellite television or computer service), exterior illumination, front doors, window blinds, changes in any exterior color, and any new exterior construction or exterior improvement not included in any of the foregoing. The definition of Improvement includes both original Improvements and all later changes and/or repairs to Improvements, except that it does not include replacement of trees or shrubs with those of the same or similar species or replacement or repair of Improvements previously approved by the Architectural Control Committee provided such replacement or repair does not change any exterior color, material, design or appearance from that previously approved by the Architectural Control Committee. Any landscape materials used towards meeting required landscape, be it buffers or streetscape plantings, shall remain or be replaced if removed.

Section 1.13. “Individual Assessments” shall have the meaning set forth in Article 7, Section 7.5.

Section 1.14. “Located Easements” shall have the meaning set forth in Article 4, Section 4.1.

Section 1.15. “Lot” shall mean a portion of the Property which has been included as a numbered or lettered plot of land on a Plat.

Section 1.16. “Member” shall have the meaning set forth in Article 5, Section 5.1.

Section 1.17. “Owner” shall mean the record owner, whether one or more persons or entities of fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.18. “Person” shall mean any individual, corporation, partnership, association, trust, or other legal entity.

Section 1.19. “Plats” shall mean such plats of all or any portion of the Property as shall have been from time to time recorded in the Registry (each a “Plat”).

Section 1.20. “Property” shall mean the property described in Exhibit A hereto, together with such Additional Property as shall have been from time to time brought under the scheme of this Declaration by Supplemental Declaration filed in the Registry.

Section 1.21. “Registry” shall mean the office of the Register of Deeds for Moore County, North Carolina.

Section 1.22. “Special Assessments” shall have the meaning set forth in Article 7, Section 7.4.

Section 1.23. “Supplemental Declaration” shall mean a Supplemental Declaration of Covenants, Conditions and Restrictions filed in the Registry pursuant to Article 2, Section 2.2.

Section 1.24. “Townhome” shall mean one individual dwelling located on a Lot.

Section 1.25. “Working Capital Contributions” shall have the meaning set forth in Article 7, Section 7.13.

ARTICLE 2 **PROPERTY**

Section 2.1. Property Subject to Declaration. The Property shall be owned, held, leased, transferred, sold, mortgaged, conveyed and occupied subject to this Declaration.

Section 2.2. Scope of Additional Coverage. Declarants shall have the right, at its election without the consent of any Owner, to bring within the scheme of this Declaration and subject to the jurisdiction of the Association any portion of the Additional Property which Declarants shall elect, by filing a Supplemental Declaration in the Registry. At such time as any Additional Property is brought within the scheme of this Declaration set forth above, it shall be part of the Property.

Section 2.3. Additional Declaration Documents. Declarants may supplement the provisions of this Declaration, whether with regard to the entire Property or any portion thereof, including any modifications as may be necessary to reflect the different character of any portion of the Property, provided the same are not inconsistent with the plan and spirit hereof. So long as Declarants own any part of the Property, Declarants prior written consent shall be required for any Person to supplement the provisions of this Declaration in regard to any portion of the Property.

ARTICLE 3 **RIGHTS IN COMMON AREAS**

Section 3.1. Owner’s Easements of Enjoyment. Subject to the provisions of Section 3.5 of this Article and other provisions of this Declaration, each Owner shall have a right and easement of use and enjoyment in and to the Common Areas, and such easements shall be appurtenant to and shall pass with the title to such Owner’s Lot; provided, however, that such easements shall not give such Owner the right to make alterations, additions, or improvements to any part of any Common Area.

Section 3.2. Delegation of Use. The rights and easements of use and enjoyment granted to each Owner in Section 3.1 of this Article may be exercised by the members of the Owner’s family who occupy the Owner’s Lot, and may be delegated by the Owner to such Owner’s tenants who occupy said Lot as their principal residence.

Section 3.3. Title to the Common Areas.

(a) Declarants shall convey to the Association (by special warranty deed) fee simple title to the Common Areas, free and clear of all encumbrances and liens other than the lien of current taxes and assessments not in default, restrictive covenants and utility easements, and any other title exceptions of record. Common Areas may be conveyed by Declarants to the Association in whole or in part from time to time.

(b) While it is anticipated that the Common Areas shall be limited to those properties specifically set forth on the Plats, nothing contained herein shall prevent the Declarants, by Supplemental Declaration or otherwise, to create, and to convey to the Association, any Common Areas.

Section 3.4. Control of Common Areas. Subject to other provisions in this Declaration, the Association shall have sole and exclusive Authority over the usage of and guidelines applicable to the Common Areas.

Section 3.5. Extent of Owner's Easement. The rights and easements of use and enjoyment created in this Article shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation, and maintenance of the Common Areas (including limiting the number of guests of Owners who may use such Common Areas) subject to limitations established by the Declarants or the Association, as applicable, on such right to impose regulations.

(b) Subject to affirmative vote of eighty percent (80%) of the votes of the Class A Members and the vote of the Class B Member (for so long as Class B Membership exists), the right of the Association to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage such Common Areas; provided that the rights of such mortgagee in the Common Areas shall be subordinate to the rights of the Owners hereunder.

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure.

(d) Subject to the affirmative vote of eighty percent (80%) of the votes of the Class A Members and the vote of the Class B Member (for so long as Class B Membership exists), the right of the Association to dedicate or transfer all or any part of the Common Areas, subject to the provisions of Section 47F-3-112 of the Act; provided that this paragraph shall not preclude the Association from either granting easements for the installation and maintenance of electrical, telephone, cablevision, water and sewerage, utilities and drainage facilities upon, over, under and across the Common Areas without the assent of the Members when such easements are requisite for the convenient use and enjoyment of the Property, as determined by the Board in its sole discretion or the reconfiguration of Lots and Common Areas by Declarants.

(e) The right of the Association to grant easements, leases and licenses through or over the Common Areas.

(f) The rights of the Association and Declarants to use the easements for ingress and egress over, in, to and throughout the Common Areas.

(g) The right of Declarants, its successors and assigns to make any improvements for any reason, they deem proper upon the Common Areas, even after their conveyance to the Association. Declarants hereby reserves an easement over the Common Areas for the purpose of development of the remainder of the Property or Additional Property owned by Declarants. Although not limited in scope of this easement, this easement shall include the right of access at all times for Declarants' employees, agents, subcontractors, invitees, etc., over the Common Areas and shall include the right to construct, maintain and dedicate any additional utility easements,

drainage easements or any additional sanitary sewer or water line easements across any of the Common Areas. This Easement shall terminate upon the completion of the development of Murray Hill Townhomes or ten (10) years from the date hereof, whichever occurs first.

ARTICLE 4 **EASEMENTS**

Section 4.1. Located Easements. An easement on each Lot is hereby reserved by the Declarants along, over, under, and upon a strip of land five (5) feet in width parallel and contiguous to the front and rear Lot lines of each Lot, (collectively, the “General Utility Easements”). The purpose(s) of the General Utility Easements shall be to provide for installation, maintenance, construction, and operation of drainage facilities and utility service lines to, from, or for each of the Lots. In addition, the Declarant has reserved (and may hereafter reserve) the following other easements (which, together with the General Utility Easements are collectively sometimes referred to herein as the “Located Easements”), which Located Easements are reserved by Declarants for itself, its successors and assigns, over, under, and across the Property, and which Declarants may modify or extinguish when in its sole discretion adequate easements are otherwise available:

(a) Landscape easements, consisting of: (i) those areas shown on the Plats as easements dedicated for the installation, maintenance, repair, and removal of landscaping amenities, including, but not limited to, monumentation, signage and sitework; (ii) street medians, shoulder, and boulevard areas within street rights of way;

(b) Specific utility easements, consisting of those areas shown on the Plats as easements dedicated for the installation, maintenance, repair, and removal of public and private utilities, including without limitation gas, electric, telephone, cable, sewer, and water;

(c) Irrigation easements, consisting of those areas shown on the Plats as easements dedicated for the installation, maintenance, repair, and removal of irrigation facilities; and

(d) Drainage easements, consisting of those areas shown on the Plats as easements dedicated for the installation, maintenance, repair, and removal of drainage facilities.

(e) Construction easements, consisting of those areas over the Lots and adjoining Common Areas as easements for purposes reasonably related to the installation of streets and construction of Townhomes on the Lots. Declarants and their contractors shall have full rights of ingress and egress to and through, over, and about the Lots and adjoining Common Areas during such period of time that Declarants are engaged in any construction or improvement work on or with the Property and shall further have an easement for the purpose of storing the materials, vehicles, tools, equipment, etc., which are being utilized in such construction. No Owner or his/her guests or invitees, shall in any way interfere or hamper Declarants or their employees or contractors in the exercise of these rights and easements.

(f) Repair and maintenance easements are reserved for the benefit of Declarants and the Association over, under, and through that portion of each Lot upon which is located any wall or any portion thereof for the construction, replacement, maintenance, and continued location of such wall, together with a general right of ingress, egress, and regress over and upon each Lot for the purpose of accessing such construction and location easement. Easements are reserved for the benefit of Declarants and the Association over, under, and through each Lot in order to perform

any maintenance, alteration, or repair required or permitted herein to be performed by the Declarants or the Association, including, without limitation, the matters set forth in Sections 6.1(a), 6.1(b) and 6.1(c) of this Declaration (and the Owner of each Lot shall permit the Declarant and the Association and any representative of either to enter for such purposes at reasonable times and with reasonable advance notice), and for immediate entry onto each Lot in the case of any emergency threatening such Lot or any other Lot for the purpose of remedying or abating the cause of such emergency. The Declarants or the Association may, without consent or approval of any Owner, grant or convey any of the easement rights hereinabove reserved for the purposes set forth herein to any person, public or private utility or service company or any agent of Declarants or the Association.

(g) Settlement and overhang easements consisting of those areas over the Lots and adjoining Common Areas as easements for building encroachments created by initial construction and by subsequent settling and overhangs. A valid easement for said encroachments and for maintenance of same shall continue so long as said encroachments exist. In the event a Townhome is partially or totally destroyed, and then rebuilt, minor encroachments over parts of the adjoining Lots or Common Area(s) resulting from the reconstruction shall also be permitted and a valid easement for said encroachments and the maintenance thereof shall continue.

Section 4.2. Rights and Limitations With Regard to Located Easements. With regard to the Located Easements, the following shall apply:

(a) Since the locations of certain of the Located Easements may not have been finally determined as of the date of recording of this Declaration in the Registry, for a period of ten (10) years after the date of recording of this Declaration in the Registry, Declarants reserve to itself and its successors and assigns, and shall be vested with, the right to establish and adjust the locations of such of the Located Easements as are not finally established as of such date of recording and to record in the Registry on behalf of each and every affected Owner such revisions or supplements to the Plats as may be necessary or desirable to reflect the final locations of the Located Easements.

(b) Within the Located Easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels. Except as otherwise specifically provided in this Declaration and except for maintenance and repairs for which a public authority or public utility shall be responsible, the Located Easements on each Lot and all Improvements therein shall be maintained continuously by the Owner.

(c) It is anticipated that Declarants shall assign to the Association Declarants' rights with respect to the Located Easements.

(d) Declarants shall have the right to assign to any public authority or public utility company, in whole or in part, any easement reserved by Declarants under this Declaration.

Section 4.3. Easement of Ingress and Egress. Full rights of ingress and egress are reserved for the benefit of Declarants and the Association for the exercise of the Located Easement rights, as well as the maintenance and repair rights (as set forth in Article 11) in accordance with the provisions hereof for the carrying out by Declarants and/or the Association of the rights, functions,

duties, and obligations of each hereunder (to the extent applicable); provided, that any such entry by Declarants or the Association upon any Lot shall be made with as minimum inconvenience to the Owner of such Lot as reasonably practical, and any damage caused as a result of the gross negligence of Declarants' or the Association's employees or agents shall be repaired by Declarants or the Association (as the case may be) at the expense of Declarants or the Association (as the case may be).

Section 4.4. Reservation of Special Declarant Rights. Declarants hereby reserve all Special Declarant Rights as defined in Section 47F-1-103(28) of the Act, including, but not limited to the following: the right to complete, repair, maintain, replace and operate improvements on the Property; the right to exercise any development rights; the right to maintain sales offices, management offices, models and signs advertising the Property; the right to use easements through the Common Area and through any Lot or Lots for the purpose of making, repairing, maintaining, replacing and operating improvements within the Property; and the right to elect, appoint or remove any officer or board member of the Association during any period of declarant control. These Special Declarant rights shall expire one year after the conveyance of Declarants' last Lot in the Property.

Declarants may transfer and Special Declarant Rights created or reserved hereunder to any person or entity, by an instrument evidencing the transfer duly recorded in the Office of the Register of Deeds for Moore County. The instrument shall not be effective unless it is executed by the transferor and the transferee. Upon the transfer of any Special Declarant Rights, the liability of the transferor and the transferee shall be as set forth in N.C.G.S. 47C-3-104.

Section 4.5. Easements for Driveway Encroachments. Declarants hereby establish an easement for any Lot ("Benefited Lot") whose driveway, as installed by Declarant, encroaches onto the adjoining Lot ("Burdened Lot"). This easement shall be non-exclusive and perpetual and shall allow the portion of the Benefited Lot's encroaching driveway, as installed by Declarants, to remain on the Burdened Lot. This easement is appurtenant to the Benefitted Lot and shall burden and run with the title to the Burdened Lot and shall be binding on all Owners, successors and assigns of the Benefited Lots and Burdened Lots. The foregoing easement shall also apply to any replacement driveway in conformance with the original driveway installed and constructed by Declarants.

Section 4.6. Easements for Emergency Access. Without limiting any rights or obligations of any party under the Declaration, and in addition to all existing easements by virtue thereof, and only to the extent required by the "Emergency Escape and Rescue Opening" within the North Carolina Residential Code and Chapter 2 of the North Carolina Residential Code, Declarants hereby grant, bargain, dedicate and convey to all Owners of the Lots containing or directly abutting

the Emergency Easement Areas as shown on the attached Exhibit C, for their mutual benefit, a permanent and perpetual right of way and easement over Emergency Easement Areas for pedestrian and vehicular ingress, egress to access public rights of way from each such Owners Lot in the event of any emergency conditions

ARTICLE 5

MEMBERSHIP IN THE ASSOCIATION

Section 5.1. Membership in the Association. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The voting rights of the Members shall be appurtenant to the ownership of the Lots. When more than one Person owns an interest (other than a leasehold or security interest) in a Lot, all such Persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot owned by a Class A Member.

Section 5.2. Classes of Members. The Association shall have two classes of membership:

(a) Class A. Class A Members shall be all Members with the exception of Declarants. Each Class A Member shall be entitled to one vote (1) per Lot owned by such Member.

(b) Class B. The Class B Member shall be the Declarants. The Class B Member shall be entitled to five (5) votes for each Lot owned by it.

Notwithstanding anything contained herein to the contrary, Class B Membership shall cease on the earliest of (a) December 31, 2029, (b) within 120 days after the date on which Declarants no longer own any part of the Property, or (c) the date Declarants shall elect, in its sole discretion, that Class B Membership cease and be converted to Class A Membership (which election may be made upon Declarants giving written notice of the election to the Board).

Section 5.3. Voting, Quorum, and Notice Requirements. Except as may be otherwise specifically set forth in this Declaration or in the Charter Documents, the vote of the majority of the aggregate votes entitled to be cast by all classes of the Members present or represented by legitimate proxy at a legally constituted meeting at which a quorum is present shall be the act of the Members meeting. The Charter Documents will set forth (a) the number of votes present that will constitute a quorum at a properly called meeting of Members and (b) the notice requirements for all action to be taken by the Members.

In any instance in this Declaration in which the affirmative vote of a number or percentage of votes of the Association is called for, it shall be interpreted to mean the following: The affirmative vote of that number or percentage of votes of the Association that: (i) are entitled to be cast and (ii) are present or represented by proxy at a Proper Meeting. A "Proper Meeting" shall mean a meeting of the members of the Association: (a) at which a quorum is present and (b) which is duly called and held for the purpose of casting such vote.

ARTICLE 6
POWERS RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 6.1. Powers and Obligations of the Association. The Association, for the benefit of the Owners, shall have the following specific powers and rights (without limitation of other powers and rights the Association may have) and obligations:

(a) The power, right, and obligation to improve, maintain, or cause to be maintained the Common Areas and Located Easements (or particular portions thereof or particular improvements therein, as determined from time to time by the Association in its discretion);

If the need of replacement, maintenance, or repair is caused through the willful or negligent act of the Owner, the Owner's family, guest, or invitees, the cost of such replacement, maintenance, or repairs shall be the obligation of that Owner and shall be assessed by Individual Assessment.

(b) The power and right to own the Common Areas and the facilities and improvements thereon;

(c) The power and right to enter into agreements to enable the Association to improve and maintain the Common Areas and Located Easements or portions thereof;

(d) The power and right to make (without being obligated to do so) rules and regulations and establish guidelines for the use and operation of and activities on the Lots and the Common Areas and Located Easements (including, without limitation, guidelines, rules, and regulations related to architectural control), and to amend and enforce them from time to time;

(e) The power and right to enter into agreements or contracts with insurance companies with respect to insurance coverage relating to the Common Areas, Located Easements, and the Association;

(f) The power and right to enter into agreements or contracts with utility companies with respect to utility installation, consumption, and service matters relating to the Common Areas, Located Easements, and the Association;

(g) The power and right to borrow funds to pay costs of operation of the Association, which borrowings may be secured by assignment or pledge of rights against delinquent Owners or by liens on other Association assets, if the Board sees fit;

(h) The power and right to enter into contracts (specifically including, without limitation, street light leases), maintain one or more bank accounts, and generally to have all the powers necessary or incidental to the operation and management of the Association;

(i) The power and right to sue or defend in any court of law in on behalf of the Association and to provide reserves for repairs and replacements;

(j) The power, right, and obligation to make available to each Member within sixty (60) days after the end of each Assessment Year an annual report of the Association and, upon resolution adopted by the Board or upon the written request of the Class A Members holding at least three-fourths (3/4) of the eligible votes of Class A Members of the Association at such time,

to have such report audited (at the expense of the Association) by an independent certified public accountant, which audited report shall be made available to each Member within thirty days after completion;

(k) The power, right, and obligation to adjust the amount, collect, and use any insurance proceeds to repair damage to or replace lost property of the Association; and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency;

(l) The power and right to exercise all powers, duties, and authority vested in the Association by this Declaration or the Charter Documents and not reserved to the Members or Declarants by other provisions of this Declaration or the Charter Documents;

(m) The power and right to employ a manager or firm to manage the affairs and property of the Association (including, without limitation, collection of assessments provided for in this Declaration and enforcement of the other provisions of this Declaration), to employ independent contractors, or such other employees as the Board may deem necessary, and to prescribe their duties and to set their compensation;

(n) The power and right to retain the services of legal and accounting firms;

(o) The power and right to the extent permitted hereby, to enforce the provisions of this Declaration and any rules made hereunder and to enjoin and, at its discretion, seek damages or other relief for violation of such provisions or rules, and to fine Owners for violations after proper notice and opportunity to be heard as required by the Act;

(p) The power and right to contract with any third party or any Member (including Declarants) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be at competitive rates and otherwise upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interests of the Association;

(q) The power and right to take any and all other actions and to enter into any and all other agreements as may be necessary or proper for the fulfillment of its rights or obligations hereunder or for the operation or protection of the Association;

(r) The power and right to set the Assessments; and

(s) Anything contained herein to the contrary notwithstanding, except as specifically set forth herein, none of the above-described rights and powers of the Association shall be obligatory on the part of the Association, and the failure or refusal by the Association to implement any such rights and powers shall not constitute a breach or default by the Association or the Board or the officers of the Association of any duties or obligations arising hereunder or otherwise owing to its Members.

Section 6.2. Liability Limitations. Neither Declarants, nor any Member, nor the Board, nor any member or manager of Declarants nor any officer or director of the Association shall be liable for: (a) debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether or not such other Member was acting on behalf of the Association or otherwise; (b) any incidental or consequential damages for failure to inspect any premises, improvements, or

portions thereof or for failure to repair or maintain the same; or (c) any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof. The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board from and against any and all loss, expense, damage, liability, action, or cause of action relating to the performance by the Board of its duties except for any such loss, expense, damage, liability, action, or cause of action resulting from the gross negligence or willful misconduct of the person to be indemnified.

ARTICLE 7

ASSESSMENTS

Section 7.1. Covenant for Assessments. The Owner of a Lot (except for Declarants), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) Annual Assessments; (b) Special Assessments; (c) Individual Assessments; and (d) Working Capital Contributions (collectively “Assessments”). Any such Assessments or charge, together with interest, costs, fines and reasonable attorney’s fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. Each such Assessment, together with interest, costs, fines and reasonable attorney’s fees shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment or charge fell due.

Section 7.2. Purposes of Assessments. The Assessments shall be used to carry out of the rights, powers, and obligations of the Association pursuant to the terms of this Declaration, and to promote the enjoyment and welfare of the Property, including in particular, but without limitation, to (i) maintain and repair the Common Areas and Located Easements; (ii) pay ad valorem taxes, premiums for hazard insurance in connection with the Common Areas and Located Easements, and public liability and other insurance of the Association, including directors and officers liability insurance; (iii) carry out the duties of the Association; (iv) carry out the purposes of the Association and its Architectural Control Committee as stated in the Charter Documents and this Declaration; (v) pay all utility expenses of the Common Areas; (viii) maintenance of insurance as provided in Section 10.6 hereof; and (vi) pay all utilities that are master metered. All costs and expenses associated with operating, maintaining, repairing, and replacing the improvements within the Common Areas and Located Easements benefiting the Property in general (as determined from time to time in the sole discretion of the Board) shall be the responsibility of the Association.

In addition to the general purposes set forth above, the Assessments shall expressly be used for repayment of any loan incurred, payment of any sum due under any lease entered into, and satisfaction of any other expense of installation, maintenance, repair, or replacement incurred by Declarants or the Association in connection with the acquisition of decorative street light poles, fixtures, bulbs, wiring, and all equipment related to the use thereof within the Property. However, to the extent that there is any fee or payment due on account of the maintenance of any such poles not located on streets dedicated to the public, such fees or expenses shall be borne entirely by the Owners of Lots and assessed in such manner as shall be determined by the Board.

Section 7.3. Annual Assessments. For each Assessment Year, in accordance with the provisions of the Act and this Declaration, the Board shall determine the amounts of the annual assessments provided for in this Article 7 (the “Annual Assessment”). In making such

determination, the Board shall take into consideration, among other things, estimated development and maintenance costs to be borne by the Association under this Article 7, and future needs of the Association under this Article 7. The time of payment of the Annual Assessment shall be determined by the Board from time to time as set forth in statements of amounts due sent to each Lot Owner.

Section 7.4. Special Assessments. In addition to the Annual Assessment, the Board may levy in any Assessment Year, in accordance with the provisions of the Act and this Declaration, special assessments (each a “Special Assessment”) for the purpose of defraying, in whole or in part, any costs incurred by the Association under this Article 7 which are not paid for out of funds on hand in the Association or out of the Annual Assessment collected by the Association, as determined by the Board in its discretion.

Section 7.5. Individual Assessments. The Board may levy particular assessments against an individual Owner (“Individual Assessments”) for: (i) reimbursement to the Association for repairs to the Common Areas or Located Easements occasioned by the willful or negligent acts of such Owner; or (ii) payment of fines, penalties, or other charges imposed against an individual Owner relative to such Owner’s failure to comply with the terms and provisions of this Declaration, the Charter Documents, or any rules or regulations promulgated hereunder, including, without limitation, reimbursement to the Association for all expenses incurred in connection with the enforcement of the provisions of Article 11, or otherwise specifically allocable to such Owner hereunder or (iii) a benefit or service to fewer than all the Lots shall be assessed exclusively against the Lot benefitted.

Section 7.6. Assessment Limitations on Declarant Owned Lots. Notwithstanding any other provision of this Declaration, no Lot owned by Declarants shall be subject to any Assessment.

Section 7.7. Use of Working Capital Contributions. The Working Capital Contributions provided for in Section 7.15 below may be used by the Association for any of the purposes described in Section 7.2 above, as determined from time to time by the Board in its discretion.

Section 7.8. Commencement of Annual Assessments. The first Annual Assessment shall commence with the Assessment Year in which any Lot is conveyed to an Owner other than Declarants or any later Assessment Year as determined by the Board in its discretion. Annual Assessments shall continue thereafter for each Assessment Year.

Section 7.9. Due Date of Assessments; Payment. Annual Assessments shall be due and payable on a monthly basis on the first day of each month of each Assessment Year or on such other basis as shall be determined from time to time by the Board in its discretion. The due date of any Special Assessment or Individual Assessment shall be fixed in the Board resolution authorizing such Special Assessment or Individual Assessment.

Section 7.10. Notice. In the event of the establishment or revision in the amount or rate of an Annual Assessment, Special Assessment, or Individual Assessment, the Board shall fix the amount thereof, and in regard to any Special Assessment or Individual Assessment, the applicable due date(s) for the payment of such Special Assessment or Individual Assessment, and shall provide written notice thereof to each Owner subject thereto.

Section 7.11. Omission by Board. The omission by the Board, before the expiration of any

Assessment Year, to fix the Annual Assessment hereunder for that or any subsequent Assessment Year shall not be deemed to waive or modify in any respect any of the provisions of this Declaration or to release any Owner from the obligation to pay the Annual Assessment due for that or any subsequent Assessment Year. The Annual Assessment fixed for the preceding Assessment Year shall continue until a new Annual Assessment is fixed.

Section 7.12. Owner's Personal Obligation for Payment. Each Assessment provided for herein shall be the personal and individual debt of the Owner (as of the due date of the applicable Assessment) to which such Assessment relates. The personal obligation to pay any such Assessment, together with interest thereon and costs of collection, shall not pass to the successors in title of such Owner unless expressly assumed by such successors. Although unpaid Assessment charges are not the personal obligation of such Owner's successors in title unless expressly assumed by them, as provided in Section 7.13 below, the unpaid Assessment charges continue to be a lien on the Lot against which the Assessment has been made. In the event of default in the payment of any such Assessment, the defaulting Owner shall be obligated to pay interest, late fees, and all costs and expenses of collection, including reasonable attorneys' fees, as determined from time to time by the Board consistent with the provisions of the Act.

Section 7.13. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, are, together with interest, late fees, and the costs of collection, including

reasonable attorney's fees as provided in this Article, a continuing lien and charge on the Lot owned by the defaulting Owner as of the Assessment due date and shall bind and run with the title to such Lot. Except as provided below, the aforesaid lien shall be superior to all other liens and charges against such Lot. Further provided, that the Board shall have the power to subordinate the aforesaid assessment lien to any other lien, and such power shall be entirely discretionary with the Board. The Association may bring an action at law against the Owner personally obligated to pay the Assessment, or to foreclose the lien against the Lot as provided in the Act.

Section 7.14. Subordination of the Lien to Mortgages. The lien of the Assessments shall be subordinate and inferior to the lien of any first priority mortgage or deed of trust encumbering a Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the foreclosure sale or other transfer of the Lot pursuant to the terms and conditions of any such first priority mortgage or deed of trust. Such sale or transfer shall not relieve such Lot from liability for the amount of any Assessment thereafter becoming due or from the lien thereof.

Section 7.15. Working Capital Contributions. In addition to, and not in lieu of, the Annual Assessments, Special Assessments, and Individual Assessments provided for above in this Article 7, Declarants hereby impose against each Lot the working capital contribution requirements set forth below. Each capital contribution required hereunder is herein referred to as a "Working Capital Contribution." With regard to each Lot, a Working Capital Contribution shall be paid to the Association by the purchaser of such Lot at the initial closing where such Lot is conveyed by Declarants to the initial homeowner. Each Working Capital Contribution shall not be considered to be an advance payment of any Annual Assessment, Special Assessment, or Individual Assessment. The amount of each Working Capital Contribution shall be equal to twice the monthly installment of the Annual Assessment.

Section 7.16. Appeal of Individual Assessments. Any Owner assessed an Individual Assessment may submit a written appeal to the Board within thirty (30) days. The Board shall render a decision within thirty (30) days of receipt of the appeal.

ARTICLE 8

USE OF PROPERTY – PROTECTIVE COVENANTS

The Property shall be occupied and used as follows:

Section 8.1. Residential Purposes Only. Each Lot shall be used exclusively for single-family, non-transient residential purposes, and garages, and parking spaces shall be used exclusively for the parking of passenger automobiles or light (noncommercial) vans or trucks therein or thereon; provided, however, each Developer shall have the right to use Lots owned by it for the purpose of construction and operation of sales and marketing centers (and for related uses) for the Property. No structure shall be erected, placed, altered, used, or permitted to remain on any Lot other than one single-family private dwelling and private garage(s) approved by the Architectural Control Committee in accordance with the requirements of Article 9 of this Declaration. No Lot or portion thereof may be used for hotel or other transient residential purposes.

Section 8.2. Obstructions, etc. Except with the prior written consent of the Association, there shall be no obstruction of the Common Areas or Located Easements, nothing shall be kept or stored in the Common Areas or Located Easements, nor shall anything be altered, or constructed or planted in, or removed from the Common Areas or Located Easements. Notwithstanding the above, Declarants shall have the right to install signs in the Common Areas and Located Easements.

Section 8.3. Restricted Actions by Owners. No waste shall be committed in the Common Areas or Located Easements. Each Owner shall comply with all laws, regulations, ordinances (including, without limitation, applicable zoning ordinances), and other governmental rules and restrictions in regard to such Owner's Lot.

Section 8.4. Signs. No sign of any kind shall be displayed to the public view on any Lot except no more than one professional sign which is consistent with such rules, regulations, and guidelines as shall from time to time be issued by the Architectural Control Committee, approved in writing by the Architectural Control Committee (and, for so long as Class B Membership exists, approved in writing by Declarants), and which is for the purpose of advertising the Lot for sale or rent; however, the foregoing shall not act to restrict or prohibit Declarant from erecting and maintaining signs and billboards advertising the Property, or to restrict the Association from posting permanent signs designed to aid in vehicular access and related information.

Section 8.5. Attachments. No permanent attachments of any kind or character whatsoever shall be made to the roof or exterior walls of any dwelling on a Lot, except for: (a) a satellite disc or dish no larger than one (1) meter in diameter that is not (nor is any cable, wire, or other apparatus connected thereto) visible from any street adjoining the Lot; or (b) solar collectors or panels provided they are installed on a roof surface approved by the Architectural Control Committee. The Owner shall be responsible for all damages caused by the installation, existence, or removal

of any satellite dish or solar collector and shall hold harmless and indemnify the Association for any damages caused by the installation, existence, or removal of any satellite dish or solar collector. The Association shall not be responsible for maintenance, repair, replacement, or removal of any satellite dish or solar collector.

Section 8.6. Animals. No animals, livestock, or poultry shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance (in the judgment of the Board in its sole discretion) such as, but without limitation, by noise, odor, damage or destruction of property, or refuse. At any time and from time to time the Board, in its sole discretion, may require any animal to be removed from any Lot. No dog run may be constructed or maintained on any Lot unless such dog run has been approved in writing by the Architectural Control Committee prior to commencement of construction. Notwithstanding the foregoing, in no event shall more than three(3) dogs be maintained on any Lot, nor shall any Pit Bull breed of dog (whether or not mixed) be maintained on any lot, nor shall any dog known to exhibit aggressive or dangerous behavior, or any breed prohibited by local ordinance or insurance regulations, be permitted on any Lot

Section 8.7. Vehicles/Parking. All vehicles must be parked in garages or in parking spaces as designated by the Association. Any street parking and parking in the Common Areas shall be in the areas designated by the Association only and shall be on a first-come, first-serve basis and subject to any rules or regulations that may be promulgated by the Association. No house trailer or mobile home, school bus, truck or commercial vehicle over three-fourths (3/4) ton capacity or having ladders, pipes, or similar racks or utility beds, boat or boat trailer, jet ski or jet ski trailer, motor home, camper, or van (not to include passenger vans for non-commercial use), junked or wrecked vehicles, or vehicles on blocks shall be kept, stored, or parked overnight on any street, Common Area, or Lot. Any such vehicle must be currently licensed (if applicable) and must be parked in an enclosed garage. No significant automobile repair shall be allowed on the Property. The Association shall have the right to tow any vehicle parked on the Common Area in violation of this Section at the vehicle owner's expense.

Section 8.8. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Waste of any nature shall not be kept on any part of the Property except on a temporary basis in sanitary containers.

Section 8.9. New Construction. Construction of new buildings only shall be permitted on Lots, it being the intent of this covenant to prohibit the moving of any existing building onto a Lot.

Section 8.10. No Temporary Structures. No structure of a temporary character on any Lot, such as a trailer, tent, shack, or other outbuilding, shall be used at any time as a dwelling.

Section 8.11. Mailboxes. The mailboxes for the Property shall be located within cluster mailbox modules. Each Owner is responsible for their key.

Section 8.12. No Drilling or Mining. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in quarrying or for drilling for oil or natural gas shall be erected, maintained, or

permitted on any Lot.

Section 8.13. Diligent Construction. All construction, landscaping, or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed houses or other Improvements shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion.

Section 8.14. No Subdivision or Combination of Lots. No Lot shall be subdivided by sale, lease, or otherwise so as to reduce the total Lot area as shown on the Plat of such Lot and no Lot shall be combined with another Lot. The foregoing shall not apply to Declarants.

Section 8.15. Governmental Requirements. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirement applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to each Lot.

Section 8.16. Nuisance. No noxious or offensive activity shall be carried on in or upon any Lot or Common Areas nor shall anything be done thereon which may be or become an unreasonable annoyance, inconvenience or nuisance to the residents of the Property or unreasonably interfere with the quiet enjoyment of occupants of Lots. No Owner shall permit anything to be done or kept on his or her Lot which would result in the cancellation of insurance on said Lot or any other dwelling or any part of the Common Area or which would be in violation of any law.

Section 8.17. Leases. Each lease relating to any Lot must be for a term of at least six (6) months, be in writing, and provide that the tenant shall abide by all of the terms and provisions of this Declaration, the Charter Documents and any rules and regulations adopted by the Board.

Section 8.18. Window Treatments. All window treatments (including but not limited to curtains, draperies, blinds or shutters) as viewed from the exterior of the home must be white or off white. No window treatments of any other colors shall be installed or hung in any window of the Townhome unless approved by the Architectural Control Committee..

ARTICLE 9

ARCHITECTURAL CONTROL

Section 9.1. General. Notwithstanding any other provision of this Declaration, no Improvement, including, without limitation, site preparation on any Lot or change in grade or slope of any Lot or erection of building or exterior addition or alteration to any building situated upon the Property or erection of or changes or additions to front doors, window blinds, fences, hedges, walls, storage buildings, mail boxes, and other structures, or construction of any swimming pools or other improvements, shall be commenced, erected, or maintained on any portion of the Property until the Architectural Control Committee appointed as hereinafter provided, has approved the plans and specifications therefor and the location of such Improvements. Subject to approval by the Board, the Architectural Control Committee shall have the authority to issue and amend from time to time (but shall not be required to do so) guidelines, rules, and regulations with respect to the erection, commencement or construction of Improvements.

Section 9.2. Composition. The Architectural Control Committee shall be composed of at least three individuals (the exact number to be designated by the Board from time to time), annually

appointed by the Board, each to be generally familiar with residential and community development design matters and knowledgeable about the Association's concern for high level design standards within the Property. In the event of the death, removal, or resignation of any member of the Architectural Control Committee, the Board shall have full authority to designate and appoint a successor. Members of the Architectural Control Committee may be removed and replaced by the Board at any time, with or without cause, and without prior notice. For so long as Declarant owns any portion of the Property, Declarant shall also have the right at any time and from time to time to appoint and remove any and all members of the Architectural Control Committee.

Section 9.3. Procedure. No Improvement of any kind or nature shall be erected, remodeled, or placed on any portion of the Property until all plans and specifications and a site plan therefor have been submitted to and approved in writing by the Architectural Control Committee.

Section 9.4. Authority. The Architectural Control Committee is authorized and empowered to consider and review any and all aspects of the construction of any Improvements on any portion of the Property which may, in the opinion of the Architectural Control Committee, affect the living enjoyment of any Owner or the general value of the Property or any portion thereof.

Section 9.5. Enforcement. The Architectural Control Committee shall have the specific right (but no obligation) to enforce the provisions contained in this Article 9, and/or to prevent any violation of the provisions contained in this Article 9 by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions contained in this Article 9. The Association shall also have the right (but not obligation) to enforce these provisions.

Section 9.6. Limitation of Liability. Neither the Architectural Control Committee, nor the members thereof, nor Declarant shall be liable in damages or otherwise to anyone submitting plans and specifications and other submittals for approval or to any Owner by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications.

Section 9.7. Miscellaneous. No member of the Architectural Control Committee shall be entitled to compensation for, or be liable for claims, causes of action, or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of, services performed pursuant to this Article 9. The Association shall reimburse members of the Architectural Control Committee for reasonable out-of-pocket expenses associated with its activities hereunder.

Section 9.8. Architectural Control Procedures. The Architectural Control Committee shall publish and maintain architectural guidelines including:

- (a) application requirements;
- (b) approval timelines; and
- (c) an appeal process.

Applications for exterior changes must be submitted in writing using the form prescribed by the Committee. The Committee shall approve, conditionally approve, or deny any application within thirty (30) days of receipt of a complete application. Failure to issue a decision within that

timeframe shall be deemed a denial. Owners may appeal any decision in writing to the Board of Directors within fifteen (15) days of notice. The Board shall render a decision within thirty (30) days of receipt of the appeal

ARTICLE 10 **INSURANCE**

Section 10.1. Insurance Requirements under the Act. Section 47F-3-113 of the Act requires certain insurance to be carried by the Association and provides for the distribution of insurance proceeds. Sections 10.2 through 10.5 of this Article 10 set forth the requirements of Section 47F-3-113 of the Act. In the event the insurance requirements set forth in the Act or any portion of the Act are changed, amended, or deleted, the insurance requirements set forth in Sections 10.2 through 10.5 of this Article 10 shall likewise be changed, amended, or deleted to conform with the insurance provisions of the Act without the requirement of a formal amendment to this Declaration.

Section 10.11. Owner-Provided Insurance. Each Owner shall be responsible for obtaining an HO-6 policy (walls-in coverage) sufficient to insure the interior of their Townhome, including personal contents, fixtures, and any owner-installed improvements.

Section 10.2. Property Insurance. The Association shall maintain, to the extent reasonably available, property insurance on the Common Areas and Located Easements insuring against all risks of direct physical loss commonly insured against including fire and extended coverage perils. The total amount of insurance after application of any deductibles shall not be less than eighty percent (80%) of the replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies. Any loss covered by this property insurance shall be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee or the Association shall hold any insurance proceeds in trust for Owners and lien holders as their interests may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged property, and Owners and lien holders are not entitled to receive payment of any portion of the proceeds, unless there is a surplus of proceeds after the property has been completely repaired or restored, or the planned community is terminated.

Section 10.3. Liability Insurance. The Association shall maintain, to the extent reasonably available, liability insurance in reasonable amounts, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas and Located Easements. The liability insurance shall be for the benefit of the Owners, occupants, the Association, the Board, the managing agent, if any, the Declarant, and their respective officers, directors, members, managers, agents, and employees in such amounts and with such coverage that shall be determined by the Board; provided that such liability insurance shall be for at least One Million Dollars (\$1,000,000.00) per occurrence for death, bodily injury, and property damage.

Section 10.4. Required Provisions for Property and Liability Insurance. Insurance policies carried pursuant to Sections 10.2 and 10.3 above shall provide that:

(a) Each Owner is an insured person under the policy to the extent of the Owner's insurable interest;

(b) The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household;

(c) No act or omission by any Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will preclude recovery under the policy; and

(d) If, at the time of a loss under the policy, there is other insurance in the name of the Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

Section 10.5. Insurance Repairs. Any portion of the planned community for which insurance is required under Sections 10.2 and 10.3 hereinabove which is damaged or destroyed shall be repaired or replaced promptly by the Association unless: (a) the planned community is terminated; (b) repair or replacement would be illegal under any State or local health or safety statute or ordinance; or (c) the Owners decide not to rebuild by an eighty percent (80%) vote. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense if any portion of the planned community is not repaired or replaced, (a) the insurance proceeds attributable to the damaged Common Area or Located Easement shall be used to restore the damaged area to a condition compatible with the remainder of the planned community; (b) the insurance proceeds attributable to limited common elements which are not rebuilt shall be distributed to the Owners of the Lots to which those limited common elements were allocated, or to lien holders, as their interests may appear; and (c) the remainder of the proceeds shall be distributed to all the Lot Owners or lien holders, as their interests may appear, in proportion to the common expense liabilities of all the Lots. Notwithstanding the provisions of this Section 10.5, Section 47F-2-118 (termination of the planned community) governs the distribution of the insurance proceeds if the planned community is terminated.

Section 10.6. Casualty Insurance Maintained By the Association. The Association shall procure and maintain casualty insurance upon the Lots and the Townhomes thereon for the benefit of the Association and the Owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance for certificates or mortgagee endorsements to the mortgagees of Owners upon request therefor by any Owner. Each Lot shall be insured in an amount equal to one hundred percent (100%) of its insurable replacement value of the Townhome thereon as determined annually by the Association with the assistance of the insurance company providing coverage.

(a) Coverage. Such coverage shall provide protection against: loss or damage by fire and other hazards, including extended coverage, vandalism and malicious mischief, and such other risks as from time to time shall be reasonably required by the Association.

(b) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and shall be included as part of the Annual Assessment.

(c) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under

this Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the Bylaws and for the benefit of the Association, the Owners and their mortgagees in the following shares:

(i) If an insured casualty shall occur resulting in damage to a Lot or Lots, proceeds from insurance shall be held in undivided shares for the affected Owners in proportion to the cost of repairing the damage insured against in said policy, which cost shall be determined by the Association;

(ii) In the event a mortgagee endorsement has been issued for any Lot, the share of the Owner of that Lot shall be held in trust for the mortgagee and the other Owners, as their interests may appear.

(d) Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association as insurance trustee shall be distributed in the following manner: First, all expenses of the insurance trustee shall be first paid or provisions made therefor; and then any remaining proceeds shall be paid to defray the cost of the covered item.

(e) Responsibility for Repair. If the proceeds of insurance are insufficient to repair damage or destruction to any portion of the Townhomes by fire or other casualty, or if such casualty is not insured against, then the reconstruction or repair of any damaged improvements contained within any Lot shall be accomplished promptly by the Owner(s) of such Lot or Lots, and the extent of such repairs shall be an expense of such Owner(s). If the Owner of the affected Lot fails to promptly accomplish such repair or reconstruction, the Association may perform such repairs or reconstruction on his behalf, and the expense of such repair or reconstruction may be assessed against that Lot, and if not paid shall be a lien on the Lot having all of the priorities provided in this Declaration.

Section 10.7. Public Liability Insurance. The Association shall procure public liability insurance with limits of liability of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners as a group, to a single Owner. If an insured casualty shall occur resulting in damage or injury to a claimant whose claim is insured against in said policy, proceeds from the Association shall be applied as follows: all expenses of the insurance trustee shall be first paid or provisions made therefor; and the balance held in undivided shares for compensation for injuries suffered by each claimant whose claim is insured against in said policy, all as determined by the Association.

Section 10.8. Insufficient Proceeds. If the insurance proceeds received by the Association are insufficient to reimburse, to repair and/or replace any damage or destruction to person or property, the Board may levy a Special Assessment against the Owners to cover the deficiency.

Section 10.9. Owner's Personal Property. The Association or Declarants shall not be liable in any manner for the safekeeping or condition of any personal property belonging to or used by any Owner or such Owner's family, guests, or invitees, located on or used at the Common Areas or Located Easements. Further, the Association or Declarants shall not be responsible or liable for any damage or loss to any personal property of any Owner, such Owner's family, guests or invitees located on or used at the Common Areas or Located Easements. Each Owner shall be solely responsible for all personal property and for any damage thereto or loss thereof, and shall be

responsible for the purchase of, at such Owner's sole cost and expense, any liability or other insurance for damage to or loss of such property.

Section 10.10. Security. The Association may, in its sole discretion, but shall not be obligated to, provide certain security and fire protection measures, and maintain or support certain other activities within the Property designed to make the Property safer than it might otherwise be. Provided, however, should the Association provide, maintain, or support any such measures or activities, then neither the Association, the Board, Declarants, nor any successor of Declarants shall in any way be considered insurers or guarantors of security or fire protection within the Property, and neither the Association, Declarants nor any successor of Declarants shall be held liable for any loss or damage by reason of failure to provide or take any security or fire protection measures or for the ineffectiveness of any such measures undertaken. Each Owner of any Lot and each tenant, guest, and invitee thereof acknowledges and understands that neither the Association, the Board, Declarants nor any successor of Declarants are insurers, and each such Owner of a Lot, and such Owner's tenants, guests, and invitees hereby assume all risks for loss or damage to persons, property, or contents belonging to any such persons.

ARTICLE 11 **MAINTENANCE**

Section 11.1. Duty of Maintenance. The Owner of each Lot shall have the duty and responsibility, at such Owner's sole cost and expense, to keep the Lot owned by such Owner in a well-maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (a) Prompt removal of all litter, trash, refuse, and waste;
- (b) Keeping exterior lighting and mechanical facilities in working order;
- (c) Complying with all governmental health regulations; and
- (d) Maintaining the landscaping not maintained by the Association as set forth in Section 6.1(c) of this Declaration.
- (e) Maintaining those exterior portions of Townhomes not maintained by the Association as set forth in Section 6.1(b) of this Declaration.
- (f) Repair of damage to Improvements; it being understood and agreed that if any

Improvements are damaged or destroyed by fire, or other casualty covered by the policy of insurance maintained by the Association pursuant to Section 10.6 of this Declaration, the proceeds from such insurance policy shall be used to repair the damage insured against in said policy. In the event that the proceeds are insufficient to repair the damage or destruction to any portion of the Townhomes or if such casualty is not insured against, then the Owner(s) of the damaged Townhomes shall be responsible for the reconstruction or repair of any damaged improvements as provided in Section 10.6(e) of this Declaration.

Section 11.2. Enforcement. If the Owner of any Lot has failed in any of the duties or responsibilities of such Owner as set forth in this Declaration, then the Association and Declarant, jointly or severally, may enforce the duties and responsibilities of such Owner in any manner available at law or in equity (subject, however, to any limitations imposed by the Act), including, without limitation, by entering onto the Lot of such Owner and performing such care and maintenance without any liability for damages for wrongful entry, trespass, or otherwise to any Person. The Owner of the Lot on which such work is performed shall be liable for the cost of such work and, without limiting any other remedy, the Association may impose an Individual Assessment against such Owner. Declarants have the right to assign to the Association the rights of Declarants under this Section.

Notwithstanding the foregoing, if an Owner is in violation of Section 8.4 of this Declaration, the Association and Declarants, jointly or severally, may give such Owner written notice of such failure and such Owner must within 24 hours after receiving such notice (which notice shall be deemed received when handed to Owner or prominently posted on the front entry door of the dwelling on the Lot) remove the unauthorized sign(s). Should such Owner fail to fulfill this duty within such 24 hour period, then the Association and Declarants, jointly or severally, shall have the right and power to enter onto the Lot and remove and dispose of such unauthorized sign(s) without any liability for damages for wrongful entry, trespass or otherwise to any Person.

ARTICLE 12 **PARTY WALLS**

Section 12.1. Definition. Each wall or fence separating two Townhomes as a part of the original construction of the Townhomes, and any replacement thereof, shall constitute a “party wall” for purposes of this Article.

Section 12.2. General Law. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to all party walls.

Section 12.3. Encroachment. If any portion of any structure originally constructed by Declarant or any party wall, or any common fence, protrudes over an adjoining Lot or into any Common Area, such structure, wall, or fence shall be deemed to be a permitted encroachment upon the adjoining Lot or Common Area, and the Owners and the Association shall neither maintain any action for the removal of the encroaching structure, wall, or fence, nor any action for damages. In the case of such a protrusion, it shall be deemed that the affected Owners or the Association have granted perpetual easements to the adjoining Owner for continuing maintenance and use of the

encroaching structure, wall, or fence. The foregoing provision shall also apply to any replacements in conformance with the original structure, wall, or fence constructed by Declarant.

Section 12.4. Sharing of Repair and Maintenance. The cost of replacement, repair, and maintenance of a party wall shall be equally divided by the Owners which share the wall, except that (i) if the damage necessitating the replacement, repair, or maintenance is covered under the terms of any fire or casualty insurance policy maintained by the Association, the proceeds of such policy shall first be used to effect such replacement, repair, and maintenance; and (ii) if the portion of the wall which requires the replacement, repair, or maintenance is an outside wall for one of the Townhomes, but not for the other (that is, not common to both Townhomes) the replacement, repair, or maintenance cost of that portion of the wall shall be borne by the Owner of the Townhome utilizing that portion of the wall, if, and to the extent that, the Association does not have that responsibility.

Section 12.5. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty or requires replacement, repair, or maintenance in excess of the benefits payable under any fire or casualty insurance policy maintained by the Association, and one of the common Owners of the wall repairs, replaces, or performs necessary maintenance work, the other Owner shall promptly reimburse the Owner who effects the work in an amount equal to one-half of the cost thereof; provided that this obligation shall not be absolute, but shall be subject to the general rules of law regarding negligence and wrongful acts.

Section 12.6. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 12.7. Easement and Right of Entry for Repair, Maintenance and Reconstruction. Every Owner shall have an easement and right of entry upon the Lot of any other Owner to the extent reasonably necessary to perform repair, maintenance, or reconstruction of a party wall. Such repair, maintenance, or construction shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot or Lots to as near the same condition as that which prevailed prior to the commencement of the work as possible.

ARTICLE 13 **EMINENT DOMAIN (CONDEMNATION)**

In the event of a taking of all or any portion of a Lot or all any portion of the Common Areas or Located Easements by eminent domain, or by conveyance in lieu thereof, the awards paid on account thereof shall be applied in accordance with Section 47F-1-107 of the Act.

ARTICLE 14 **TERMINATION OF PLANNED COMMUNITY**

The Property, a planned community under the Act, may be terminated only in strict compliance with Section 47F-2-118 of the Act.

ARTICLE 15 **AMENDMENT**

This Declaration may be amended only in strict compliance with the Act, including,

without limitation, Section 47F-2-117 of the Act, except that no amendment altering or impairing rights reserved by Declarants hereunder may be made without the written consent of the Declarants and except that the Declarants shall have the unilateral right to add Additional Property by Supplemental Declaration without the joinder of any party.

ARTICLE 16

GENERAL PROVISIONS

Section 16.1. Enforcement. The Declarants, the Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, condition, covenant, reservation, lien, and charge now or hereafter imposed by the provisions of this Declaration, either to restrain or to enjoin violation or to recover damages, and against the land to enforce any lien created by this Declaration. Failure or forbearance by the Declarants, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 16.2. Conflict with the Act; Severability. Should any of the terms, conditions, provisions, paragraphs, or clauses of this Declaration conflict with any provisions of the Act, the provisions of the Act shall control unless the Act permits this Declaration to override the Act, in which event this Declaration shall control. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph, or clause of this Declaration, or any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability, or affect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph, or clause to any other person or circumstance.

Section 16.3. Term. This Declaration shall run and bind the Property for a term of twenty five (25) years from the date this Declaration is recorded in the Registry, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless terminated or altered in accordance with the provisions of the Act; provided, however, that Declarants' rights hereunder may not be amended or altered without Declarants' prior written consent. Any amendment must be properly recorded in the Registry and shall take effect only upon such recording. For the purposes of this section, additions to the Property as provided in Section 2.2 hereof shall not constitute an "amendment".

Section 16.4. Interpretation of Declaration. Whenever appropriate, singular may be read as plural, plural may be read as singular, and the masculine gender may be read as the feminine or neuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely the part in which they appear.

Section 16.5. Captions. The captions herein are only for convenience and reference and do not define, limit, or describe the scope of this Declaration, or the intent of any provision.

Section 16.6. Law Controlling. This Declaration shall be construed and controlled by and under the laws of the State of North Carolina.

Section 16.7. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, post paid, to the last known address of the person who appears as Member or Owner on the

records of the Association at the time of such mailing.

Section 16.8. Conflicts. In the case of any conflict between this Declaration and any of the Charter Documents, this Declaration shall control.

Section 16.9. Condemnation. In the event any Common Area or Located Easement or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or other sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Owners and their mortgagees, as their interests appear.

Section 16.10. Disclaimer. Notwithstanding anything contained herein or in the Charter Documents, rules or regulations issued by the Association, or any other document governing or binding the Association (collectively the "Association Documents"), the Association and the Declarants shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety, or welfare of any Member, occupant, or user of any portion of the Property, including, without limitation, Owners and their respective families, guests, invitees, agents, servants, contractors, or subcontractors or for any property of any such persons. It is the express intent of the Association Documents that the various provisions thereof that are enforceable by the Association and govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of maintaining the enjoyment of the Property. The Association and the Declarants are not empowered, and have not been created, to act as an entity which enforces or ensures any other individual's or entity's compliance with the laws of the United States, State of North Carolina or any other jurisdiction or the prevention of criminal, tortuous, or like regulated activities. Every Owner, by taking title to any part of the Property, covenants and agrees to hold harmless and to indemnify the Association and the Declarants, and their respective directors, trustees, officers, members, managers, agents, parties, and affiliates from and against all claims of any kind whatsoever by an invitee, licensee, family member, employee, or other representative or agent of that Member for any loss or damage arising in connection with the use, ownership, or occupancy of any portion of the Property.

Section 16.11. Construction Activities. All Owners, occupants, and users of Lots are hereby placed on notice that Declarant and/or their agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, may, from time to time, conduct blasting, excavation, construction, and other activities within the Property. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and by using any portion of a Lot or the Property generally, the Owners and all occupants and users of Lots acknowledge, stipulate, and agree (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the Lot where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (c) that Declarants and all of their agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable but, rather, shall be held harmless for any and all losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to the aforesaid activities; (d) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Declarants

to sell, convey, lease, and/or allow the use of Lots within the Property.

Section 16.12. No Liability for Third Party Acts. Owners and occupants of Lots, and their respective guests and invitees, are responsible for their own personal safety and for their property. The Association may, but is not obligated to, maintain or support certain activities within the Property which promote or enhance safety or security within the Property. However, the Association and Declarants shall not in any way be considered insurers or guarantors of safety or security within the Property, nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including fire protection, burglar alarm, or other security monitoring systems, or any mechanism or system for limiting access to the Property cannot be compromised or circumvented, nor that any such systems or measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing its tenants and all occupants of such Owner's Lot that the Association, the Board and its committees and Declarants are not insurers or guarantors of security or safety and that each Person within the Property assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

Section 16.13. Assignment. Declarants may assign its rights hereunder (either in their entirety, or with respect to a portion of the Property) by a written instrument recorded in the Registry that complies with the Act.

Section 16.14. No Exemption. No Owner shall become exempt from the coverage hereof or obligations imposed hereby (including, without limitation, the obligation to pay Assessments) by non-use of such Owner's Lot or the Common Areas.

Section 16.15. Changes to Master Plan for the Property. Nothing contained herein shall be deemed to incorporate, by reference or otherwise, any plans or proposals promulgated by Declarant with respect to the Property, and Declarants reserve the right to change any master plans for the Property at any time and from time to time as Declarants may determine to be necessary based upon Declarants' continuing research and design program and/or market conditions and Declarants' plans for the Property shall not bind Declarants or its successors and assigns to adhere to such plans in the development of the Property or any part thereof.

Section 16.16. Asserting Certain Claims. Notwithstanding any other provision in this Declaration or Charter Documents, in no event shall the Association assert a claim against, or institute any legal proceeding against, the Declarants, nor shall the Association file any complaint with any governmental agency or authority which has regulatory or judicial authority over South Point on account of any alleged act or omission of the Declarants, unless the asserting of such claim, the instituting of such legal proceeding or the filing of such complaint shall be approved in writing by the Owners of no less than seventy-five percent (75%) of the Lots prior to the date any such claim is asserted, legal proceeding instituted or complaint filed, as the case may be. In the event that such claim is asserted, legal proceeding instituted or complaint filed without the approval of the Owners of the Lots that is herein required, then the Declarants shall have the right to require the claim, legal proceeding or complaint be dismissed. No amendment to this Section 16.16 shall be effective unless such amendment is approved in writing by the Declarants.

ARTICLE 17

MORTGAGEE PROTECTIONS

17.1 General Provisions. This Article 17 establishes certain standards and covenants for the benefit of Mortgagees. This Article 17 is supplemental to, and not in substitution for, any other provisions of the Charter Documents, but in the event of any conflict between the provisions of the Charter Documents and the provisions of this Article 17, the provisions of this Article 17 shall control.

17.2 Percentage of Mortgagees. Wherever in the Charter Documents the approval or consent of a specified percentage of Mortgagees is required, it shall mean the approval or consent of Mortgagees holding Mortgages on Lots which have allocated to them that specified percentage of votes in the Association, as compared to the total votes in the Association allocated to all Lots then subject to Mortgages held by Mortgagees.

17.3 Rights to Examine Books and Records. Any Mortgagee, and any insurer or guarantor of a loan secured by a Mortgage, shall have the right to examine, during normal business hours and upon reasonable notice, the books and records of the Association, including copies of the Charter Documents, as amended, and the financial statements of the Association, and to be furnished, upon written request, at least one copy of the annual financial statement and report of the Association, such annual statement and report to be furnished within ninety (90) days following the end of each fiscal year. If any Mortgagee requests, and agrees to pay the cost of the audit, the financial statement shall be audited by an independent certified public accountant.

17.4 Mortgagee's Rights to Notice. Any Mortgagee (including, for purposes of this Section 17.4, any insurer or guarantor of a loan secured by a Mortgage that has notified the Association in writing of its name and address, and that it insures or guarantees a Mortgage) shall have the right to receive from the Association prompt written notice of the following:

- (a) Default under any of the terms and provisions of the Charter Documents by any Owner owning a Lot encumbered by a Mortgage held, insured, or guaranteed by such Mortgagee, which default remains uncured for a period of sixty (60) days.
- (b) Any loss or damage to or condemnation or taking of the Common Areas or any loss or damage to or condemnation or taking of a Lot encumbered by a mortgage held, insured or guaranteed by such Mortgagee.
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

17.5 Consent and Notice Required. Notwithstanding any other provision of this Declaration or the Charter Documents, no amendment of any material provision of the Charter Documents described in this Section 17.5 shall be effective without notice to all Mortgagees, the vote of at least sixty-seven percent (67%) of the Owners (or any greater percentage required by the terms of the Charter Documents), and the approval of at least fifty-one percent (51%) of the Mortgagees (or any greater percentage required by the terms of the Charter Documents). A change to any of the following items will be considered material:

- (a) Voting rights.
- (b) Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens.
- (c) Reductions in reserves for maintenance, repair, and replacement of the Common Areas.
- (d) Responsibility for maintenance and repairs of the Townhomes, the Located Easements, or the Common Areas.
- (e) The requirements for insurance and fidelity bonds.
- (f) The imposition of any restrictions on the leasing of a Townhome.
- (g) The imposition of any restrictions on an Owner's right to sell or transfer his Lot or Townhome.
- (h) The restoration or repair of the Property after casualty damage or partial condemnation in a manner other than that specified in the Charter Documents.
- (i) Any provision that expressly benefits the Mortgagees.

17.6 Other Mortgagee Rights. Notwithstanding any other provision of this Declaration or the Bylaws, the Association may not change the period for collection of regularly budgeted Annual Assessments to other than monthly without the consent of all Mortgagees. Any representative of a Mortgagee may attend and address any meeting that an Owner may attend.

17.7 Enforcement. The provisions of this Article 17 are for the benefit of all Mortgagees and their successors, and may be enforced by any of them by any available means.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed this ____ day of _____, 2022.

On Your Lot LLC
a North Carolina limited liability company

By: _____
Wayne Hawks, Manager

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that J. Bart Hopper as Manager of On Your Lot, LLC, a North Carolina limited liability company, being personally known to me, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him for the purposes stated therein.

Witness my hand and Notarial stamp or seal, this ____ day of _____, 2022.

Notary Public

My commission expires: _____

On Your Lot, LLC,
a North Carolina limited liability company

By: _____
Wayne Hawks, Manager

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for said County and State,
do hereby certify that Wayne Hawks as Manager of On Your Lot, LLC, a North Carolina limited
liability company, being personally known to me, personally appeared before me this day and
acknowledged the voluntary due execution of the foregoing instrument by him for the purposes
stated therein.

Witness my hand and Notarial stamp or seal, this ____ day of _____, 2025.

Notary Public

My commission expires: _____

EXHIBIT A

PROPERTY

Lying and being situated in the Town of Southern Pines, Moore County, North Carolina, and being more particularly described as follows:

Metes and Bounds description:

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Agenda Item

To: Town Council

From: Mason Mattox, Planner II

Subject: PD-01-25: Planned Development District – Preliminary Development Plan for Lot 3 of Phase 5 of the Morganton Park South Planned Development

Date: July 22, 2025

I. SUMMARY OF APPLICATION REQUEST

Bob Koontz, on behalf of Carolina Car Wash, LLC, has submitted a Planned Development District – Preliminary Development Plan application pursuant to §2.18.5 of the Town of Southern Pines Unified Development Ordinance to develop an express car wash facility on +1.84 acres situated on the south side of Morganton Road between Patriot Boulevard and Carolina Green Parkway. The parcel is identified as PIN 857100588078 (PARID 98000749) and is owned by MSP Outlots, LLC. The proposal includes a ± 5,484 square-foot automated car wash building with three drive-through stacking lanes, 15 self-service vacuum stalls, and 8 parking spaces.

II. PLANNING BOARD PRELIMINARY FORUM

At the June 19, 2025 Planning Board meeting, application PD-01-25 was discussed; however, due to lack of quorum, no official action was taken. Member Monica Brickey raised concerns about chemical drainage outside the car wash and recommended clear disclosure of such operations. She also questioned how patrons could exit the site if the line was too long. No public comments were made. The meeting concluded without transmitting issues to the Town Council, and per §160D-301(b)(6), no part of the Planning Board's discussion can be used as a basis for the Council's decision.

III. PROJECT INFORMATION

A. Property Owner & Applicant

Owner: MSP Outlots, LLC – 8044 Montgomery Road, Suite 370, Cincinnati, Ohio 43236

Applicant: Carolina Car Wash, LLC – 268 S. State Street, Suite 300, Salt Lake City, Utah 84111

Authorized Agent: Robert Koontz – V3 Companies – 140 Applecross Road, Suite B, Pinehurst, NC 28374

B. Property Information

Address: 1700 Old Morganton Rd (finalized after MPS-North Lots Final Plat)

Zoning: Planned Development. Urban Village Highway Corridor Overlay & Morganton Road Overlay

Figure 1: Vicinity Aerial Image



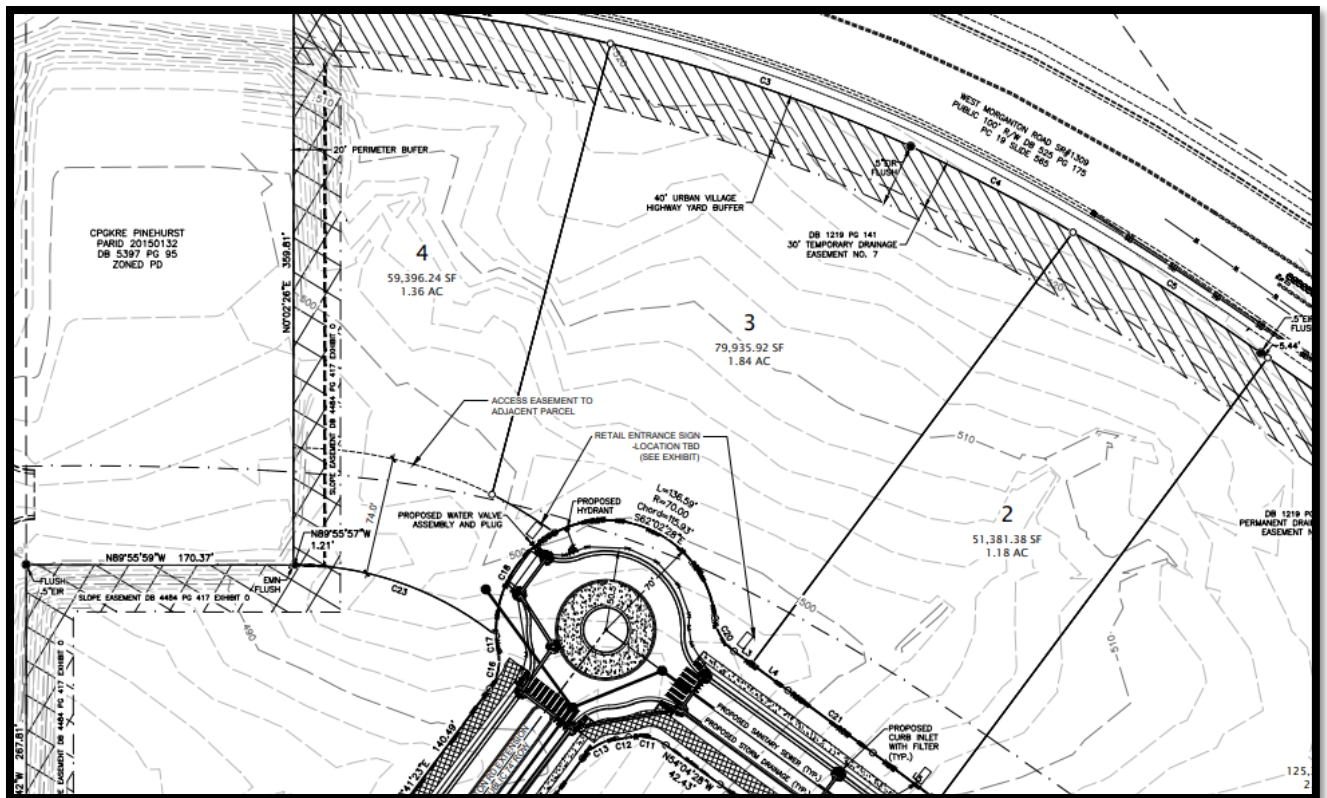
Figure 2: Vicinity Zoning Map



Figure 3: Site from Intersection of W. Morganton Road and Old Morganton Road Ext.



Figure 4: Portion of Major Subdivision Preliminary Plat (MAPP-04-24)



Morganton Park South CDP

PD-08-21

Approved 9-29-2021

THE PAVILION

EXISTING RETAIL

PATRIOT BLVD.

OLD MORGANTON RD.

DRIVE LOCATIONS NOT FINAL

RETAIL 11.3 AC

MIXED USE RESIDENTIAL COMMERCIAL OFFICE 17.4 AC

RETAIL/OFFICE 71.1 AC

RETAIL/OFFICE 47.7 AC

RETAIL/OFFICE 66.5 AC

MIXED USE RESIDENTIAL COMMERCIAL OFFICE 55.1 AC

SIDEWALK

S HENLEY ST.

MORGANTON RD.

ST KOTAR EXPONENT

MULTIFAMILY

LAND USE LEGEND:

RETAIL	= 37.4 ACRES
MULTI-FAMILY/RESIDENTIAL	= 12.7 ACRES
MIXED USE	= 17.5 ACRES
RETAIL/OFFICE	= 18.3 ACRES

W. MORGANTON RD.
(EXISTING 100' RIGHT-OF-WAY)
PUBLIC

40' EXISTING TREE BUFFER

VACUUM STALL
(TYP. OF 15)

PROPOSED STORMWATER
MANAGEMENT

DUMPSTER

SIDEWALK
CONNECTION

PROP. BUILDING
5,434 sf

PROPOSED RETAINING
WALL

BENCH

STACKING LANES (3)
~30 TOTAL STACKING SPACES

CONNECT TO
ROUNDABOUT
SEWER LINE CONNECTION

FREE STANDING
SIGN

DOMESTIC & IRRIGATION
CONNECTION

LOT 2

LOT 4

IV. STAFF REVIEW

A. Morganton Park South (“North Lots”) CDP Phasing Sequence

Planning staff note that this PDP is the fifth phase within the Morganton Park South PD. It follows (chronologically) Target, Overlook Apartments, BJ’s Wholesale, and Whataburger.

B. Procedural Timeline

- Approval of CDP (PD-08-21): **September 29, 2021**
- Approval of MAPP-04-24: **January 25, 2025**
- Consultation with the Technical Review Committee: **March 25, 2025**
- Preliminary Development Plan Application Submitted: **May 12, 2025**
- Application Deemed Complete: **May 19, 2025**
- Notice of **June 19, 2025**, Planning Board Preliminary Forum:
 - Posted On-site: **June 04, 2025**
 - Mailed: **June 02, 2025**
 - Internet: **May 28, 2025**
 - Published: **June 04 & June 11, 2025**
- Planning Board Regular Meeting/Preliminary Forum: **19 June 2025**
- Notice of **July 22, 2025** Town Council Evidentiary Hearing:
 - Mailed: **July 01, 2025**
 - Internet: **June 27, 2025**
 - Published: **July 09 & July 16, 2025**

C. Process and Standards of Review

Applications for a Planned Development District (PD) are reviewed in accordance with UDO §2.18. Creating a Planned Development District is a three-step process including Conceptual Development Plan (CDP), Preliminary Development Plan (PDP), and Final Development Plan (FDP). This application is for a PDP.

D. Applicable Criteria for Review

The criteria for review and approval of a PDP are found in Chapter 2, §2.18.5(H), of the Town of Southern Pines Unified Development Ordinance. The applicants have provided a narrative addressing the purpose of a Planned Development per UDO §2.18.5(A), and addressing the criteria for a PDP per UDO §2.18.5(H). Copies of the applicant’s narrative documents containing their descriptions of the project’s alignment with applicable criteria are attached to this staff report. Staff analysis of how the application addresses these four (4) criteria begins below:

Preliminary Development Plan - UDO §2.18.5(H)

1. The application demonstrates that it will achieve the purposes of the PD and this section.

Pursuant to UDO §3.5.14 (PD – Planned Development), the Preliminary Development Plan (PDP) demonstrates consistency with the stated purposes of

the Planned Development District (PD) designation from the Town’s Unified Development Ordinance. This is accomplished by promoting coordinated development with a mixture of uses, including residential, office, and commercial spaces.

2. The Preliminary Development Plan is consistent with the Conceptual Development Plan and conforms to all applicable provisions of this UDO;

The Preliminary Development Plan (PDP) aligns with the approved Conceptual Development Plan (CDP) (PD-08-21) in terms of land use, and overall site layout. Some variations have been requested, and are outlined in detail in “Additional Comments from Planning Staff” (Section E). Subject to resolution by the Town Council, the PDP is substantially consistent with the CDP and demonstrates effort to conform to all applicable provisions of the UDO.

3. The proposed Development is located in an area of the Town that is appropriate.

The proposed development is located in an area of Southern Pines that is well-suited for the proposed use. The 2040 Comprehensive Plan designates this area as both a Retail Center and Community Activity Center, and the Planned Development’s zoning accommodates a large variety of commercial uses. The PDP aligns with the broader development framework established in the CDP by contributing to the site’s larger role as a part of a connected commercial corridor. The proposed use is classified as LBCS 2117: Automotive repair and maintenance – which includes car washes. Within the CDP, the phase 3 area is described as being retail/office space. The land use of 2117 was explicitly permitted within the CDP to be within the category of retail/office space.

4. The proposed Development will not cause the need for inefficient extensions and expansions of public facilities, utilities, and services.

As stated in Section 4.2.3 and further detailed in Section 5.5.5 of the CDP, all necessary utility infrastructure including water, sewer, electric, gas, and communications, is either already available or will be extended by the developer. The PDP narrative confirms that water and sewer utilities will be readily available upon the completion of the Old Morganton Road extension.

E. Additional Comments from Planning Staff

Architectural Compliance Permit

The applicant confirms in the narrative that the architecture must fully comply with UDO §4.10.4 in order to qualify for administrative approval of the Architectural Compliance Permit. As such, no deviations may be approved administratively during that permitting process. Staff note that only two exceptions, Building

Orientation and Frontage, have been requested as a part of this PDP and are pending Council approval. (See below.)

Frontage

The UDO requires a minimum 16-foot-wide Frontage Zone consisting of three subsections: the furniture zone, the pedestrian zone, and the [lowercase] frontage zone. The applicant is requesting a deviation from this standard, proposing a reduced frontage width of 12 feet, which includes a 4.75-foot planting area, which would leave approximately 7.25 feet of concrete for pedestrian use. While this amount is less than the required 16 feet of pavement, staff are inclined to support the deviation as a condition of approval due to the enhanced pedestrian experience provided by the addition of voluntary landscaping.

The Impact of MAPP-04-24 on Site Design (Building Orientation & Entry)

Staff notes that Major Subdivision Preliminary Plat MAPP-04-24 was approved with the condition that all existing trees greater than or equal to 6-inch diameter be retained in the required 40-foot Highway Corridor Overlay Yard buffer along West Morganton Road. As a result, structures on any of the four Morganton Park South – North Lots, including Lot 3, must be accessed via the extension of Old Morganton Road rather than directly from West Morganton Road. However, under the Building Orientation requirements of UDO §4.10.4(A), the primary customer entrance is generally required to face and be accessible from the higher ordered street, which would be West Morganton Road.

The application highlights that access to Lot 3 would be provided exclusively from the extension of Old Morganton Road rather than West Morganton Road. Additionally, the required HCO buffer will obscure views from West Morganton Road, therefore, the applicant has formally requested a deviation for Building Orientation within the narrative. Planning staff are inclined to support the deviation request as a condition of approval.

Parking Count Compliance

Staff has determined that the parking minimum and maximum of the Highway Corridor Overlay (UDO Exhibit 3-13) do not apply, as parking requirements are instead governed by CDP Policy 5.5.1. This policy states that large-scale retail development must provide between 1 parking space per 250 square feet and 1 per 200 square feet of retail/restaurant use. As the site is designated as Retail/Office in the CDP land use plan, and given that the building would be 5,484 square feet, this results in a required range of 22 to 27 parking spaces. The current site plan proposed 8 standard spaces and 15 vacuum bays, totaling 23 spaces. Per UDO § 4.3.6(B)(2), vehicle service areas—such as vacuum bays—are considered parking areas for landscaping purposes and must meet applicable perimeter landscaping requirements.

Open Space

Although many of the applicant's records mistakenly refer to the project as Phase 4 instead of Phase 5, staff have ensured that the open space calculations from the actual Phase 4 (Whataburger) were properly accounted for in this PDP application. Accordingly, the current application reflects the correct amount of open space within the CDP.

Cleaning Product Disposal

The applicant spoke with representatives from Tommy's about their chemical operations, to which the following notes were provided:

- The car wash reclaims [its] process water inside the car wash.
- "Walk out" detergent [is] mostly caught with the exit ramp drainage and catch basin before getting sent to sewer.
- [Tommy's] car wash products are water soluble and biodegradable.

Customer Processing and Departure

A question was raised about whether a customer could exit the site after entering the stacking lanes if they changed their mind. The applicant responded that the wash operates efficiently, with vehicles processed every 90 seconds, and with 5 to 6 cars in the tunnel at once. At full capacity, a vehicle will exit every 16 seconds, meaning 28 stacked cars would clear in about 8.5 minutes. However, the average peak wait is only 3 minutes. While this plan does not account for an early-exit route, the applicant asserts that the short wait times reduce the need for mid-queue exits.

F. Cooperating Agency and Technical Review Committee Review and Comments

A request for comments was emailed to agencies on May 28, 2025. Agencies notified include Town of Southern Pines Streets, Utilities, Fire, Recreation and Parks, and Engineering departments, the Regional Land Use Advisory Commission (RLUAC), U.S. Fish and Wildlife Service (USFWS), Moore County Airport and the North Carolina Department of Transportation (NCDOT).

NCDOT, RLUAC, and USFWS formally responded with "no comment." Any comments received after the publication of this staff report will be shared during the public hearing.

V. PLANNING DEPARTMENT RECOMMENDATION

Staff recommends approval of Preliminary Development Plan Application PD-01-25, with Conditions to clearly identify unique design elements, finding that the application is consistent with the 2040 Comprehensive Plan and Unified Development Ordinance.

VI. ATTACHMENTS

The following materials have been provided as attachments to this staff memorandum:

1. Draft Findings of Fact

2. Application
3. Applicant's Narrative
4. Applicant's Plans

Additional documents related to this application including, but not limited to: property deeds, Authorization of Agent forms, email correspondence, meeting minutes, and adjacent property notification records are on file in the Town of Southern Pines Planning Office and available for public inspections during normal business hours.

VII. TOWN COUNCIL ACTION

To either approve or deny a Preliminary Development Plan application, the Town Council must make findings of fact and conclusions to the applicable standards.

- *The Town Council shall first vote on whether the application is complete and whether the facts presented are relevant to the case.*
- *The Town Council shall then vote on whether the application complies with the criteria as set forth in Section 2.18.5(H) Criteria for a Preliminary Development Plan, Criteria 1-4. Staff has drafted a finding of fact for consideration in Attachment 1. The Town Council may make modifications or provide an alternative to the draft findings of fact and related motions at their discretion.*

I move to:

- 1. Adopt Attachment 1 of the staff report, as drafted, as Findings of Fact for PD-01-25.**

-OR-

- 2. Adopt Attachment 1 of the staff report as Findings of Fact for PD-01-25, with the following changes:**

Next, the Town Council shall vote on whether to approve, deny, or approve with conditions the proposed Preliminary Development Plan. The Town Council may choose one of the following motions, or any alternative they wish.

I move to:

- 1. Approve the Preliminary Development Plan for PD-01-25 with the five Conditions of Approval as set forth in the staff report.**

Condition 1 - That a deviation from the Building Orientation and Entry Requirements of UDO §4.10.4(A) is approved to allow the primary customer entrance to be oriented from the extension of Old Morganton Road instead of West Morganton Road.

Condition 2 - That a deviation from the Frontage Requirements of UDO §4.10.5 is approved to reduce the required total frontage width from 16' to 12' in total, as displayed in the PDP site plan. This shall include a 4.75' planting area, leaving 7.25' of concrete for pedestrian use.

Condition 3 - That no deviations from the applicable architectural standards of the UDO, with the exception of the deviations granted in Conditions 1 & 2, shall be permitted.

Condition 4 - That no deviations from the conditions or layout approved under the Major Subdivision Preliminary Plat (MAPP-04-24) shall be requested or permitted at the time of site plan review.

Condition 5 - That the site plan shall conform in all respects to the approved Preliminary Development Plan.

-OR-

2. Deny the Preliminary Development Plan for PD-01-25.

ATTACHMENT 1
Draft Findings of Fact
Case Number PD-01-25

1. The Town Council finds that the application is complete and that the facts submitted are relevant to the case because the Preliminary Development Plan application has met the specified submittal requirements in accordance with the Town of Southern Pines Unified Development Ordinance (UDO). The applicant has submitted sufficient documentation and narrative addressing the applicable criteria for a Preliminary Development Plan, and staff has reviewed the materials for accuracy and consistency with adopted regulations.
2. The Town Council finds that the application complies with the purposes of the Planned Development (PD) district in that it contributes to a coordinated mix of uses, including commercial services compatible with the existing Morganton Park South PD. The express car wash is a permitted use under the CDP and aligns with the intent to promote economic development, provide open space, and implement an organized land use pattern. The proposed deviations related to building orientation and frontage are reasonable given site constraints, and are consistent with the PD's purpose.
3. The Town council finds that the Preliminary Development Plan complies with the approved Conceptual Development Plan (PD-08-21) and conforms to applicable provisions of the UDO. Staff has noted that open space has been properly accounted for, and that deviations related to frontage and orientation are justified due to overlay buffer requirements and pedestrian enhancements.
4. The Town Council finds that the proposed development is located in an area of the Town that is appropriate for the proposed use. The site lies within a designated Retail Center and Community Activity Center per the adopted 2040 Comprehensive Plan, and is surrounded by existing and planned commercial uses. The car wash use is consistent with the retail/office designation established in the CDP, and permitted under Land-based classification standard (LBCS) 2117.
5. The Town Council finds that the proposed development will not require inefficient extensions of public facilities, utilities, or services. Infrastructure such as water and sewer will be made available through the extension of Old Morganton Road, and the Conceptual Plan illustrates general utility connection locations in accordance with CDP Section 5.5.5.



Application for: PLANNED DEVELOPMENT DISTRICT PRELIMINARY DEVELOPMENT PLAN

OFFICE USE ONLY:

Fee: \$ Date Received: Case No.: PD- -

Project Information:

Project Name:

Physical Address:

PIN:

Parcel ID:

Site Size:

Zoning:

Applicant:

Name(s):

Email:

Phone:

Mailing Address:

Authorized Agent, if different from Applicant:

Name(s):

Email:

Phone:

Mailing Address:

Legal Property Owner(s), if different from Applicant:

Name(s):

Email:

Phone:

Mailing Address:

11/08/2024



Application for: PLANNED DEVELOPMENT DISTRICT PRELIMINARY DEVELOPMENT PLAN

TO THE TOWN OF SOUTHERN PINES PLANNING BOARD AND TOWN COUNCIL:

I, the undersigned, do hereby make application to and petition the Planning Board and Town Council for approval of a Planned Development District – Preliminary Development Plan as required by the Town of Southern Pines Zoning Ordinance. The following information is submitted in support of this application:

The property which is the subject of this application is located on the SOUTH side of MORGANTON RD (St./Ave.), between PATRIOT BLVD. (St./Ave.) and CAROLINA GREEN (St./Ave.). The property has a frontage of 320 feet and a depth of 315 feet.

The request is based upon **Section 2.18.5** of the **Town of Southern Pines Unified Development Ordinance**. The proposed use of the property is as follows:

Carolina Car Wash, LLC

Date: 5/6/2025

DocuSigned by:
Reese S. Howells, Jr.
0FB1D0EFF464486 Applicant

PLANNING DEPARTMENT
TOWN OF SOUTHERN PINES
801 SE Service Road, Southern Pines, NC 28387
plan@southernpines.net (910) 692-4003 www.southernpines.net

11/08/2024



Application for: **PLANNED DEVELOPMENT DISTRICT
PRELIMINARY DEVELOPMENT PLAN**

APPOINTMENT OF AGENT

The undersigned owner(s), **MSP OUTLOTS, LLC**, hereby appoint(s) **KOONTZJONES + V3** as the exclusive agent for the purpose of making an application to the Town of Southern Pines for the approval of the Planned Development District – Preliminary Development Plan described in the attached application. The owner(s) hereby agree(s) that this agent has the authority to act for and on behalf of the owner(s) as follows:

1. to submit an application and required supplemental materials;
2. to appear at public meetings and give representation and comments on behalf of the owner(s);
3. to accept conditions or recommendations made by the Town of Southern Pines Town Council for the approval of a Planned Development District – Preliminary Development Plan; and
4. to act on behalf of the property owner(s) without limitations with regard to any and all things directly or indirectly connected with or arising out of any application for a Planned Development District -Preliminary Development Plan under the Southern Pines Unified Development Ordinance.

This Appointment of Agent shall remain in effect until final resolution of the attached application.

Signed this **6** day of **MAY**, **2025**.

MSP Outlots, LLC

Property Owner

William M. Mees, Jr.

Property Owner

Signed by:

William M. Mees, Jr.

Agent of Development

AGENT

11/08/2024

**TOMMY'S CAR WASH
MORGANTON PARK SOUTH – PHASE 4 – LOT 3
PRELIMINARY DEVELOPMENT PLAN NARRATIVE**

The purpose of this PD – Preliminary Development Plan (PDP) application is to fully describe the next phase of development for the approved Morganton Park South Conceptual Development Plan (CDP) and the development of Lot 3, created during the Phase 4 Major Subdivision process. As stated in the Town of Southern Pines Unified Development Ordinance (UDO) in Section 2.18.5(A), the PDP is intended to show, with greater detail, the proposed portion of the development and illustrate how the “proposed land use mix and intensity are consistent with the Comprehensive Plan, the purposes of the PDD and the approved Conceptual Development Plan.” The following narrative will provide information related to the submitted plans and details of Phase 4, lot 3 of the proposed development of the Morganton Park South CDP and Phase 4 Major Subdivision. This narrative will describe how the PDP meets the criteria set forth in Section 2.18.5(A). This PDP application is consistent with the PD zoning district, the approved CDP, the approved Major Subdivision for Phase 4, and the Town’s Comprehensive Long-Range Plan (CLRP).

The subject property is currently zoned Planned Development (PD) with an approved Conceptual Development Plan (CDP). A Major Subdivision for the entirety of Phase 4 was also approved creating 4 retail parcels and right-of-way for the Old Morganton Road Extension. The property is also indicated as Retail Center and Community Activity Center in the Town’s 2040 Comprehensive Plan (SPCP). The proposed development in this PDP follows the standards of the approved CDP.

Tommy’s Car Wash, as described in this PDP application, will include a conveyor belt type car wash facility located on Lot 3 of Phase 4 on +/- 1.84 acres. Access to the development will be provided from the Old Morganton Road extension off the traffic circle. The Old Morganton Road Extension and traffic circle were approved with the Phase 4 Major Subdivision and will connect to Carolina Green Parkway and the Lowes Foods Shopping Center. Following is a description of the individual phase and overall design elements of the PDP.

Retail Development

Phase 4 – Lot 3 of the Morganton Park South CDP will include development of a Tommy’s Express Car Wash facility consisting of ±5,484 SF of building space, 3 stacking lanes, and self-serve vacuum stalls. All uses are permitted in Exhibit VII – Land Use Plan of the approved CDP. The following are specifics of the proposed development included in the PDP drawings.

Open Space

Phase 4 – Lot 3 contains a 40’ ‘existing tree buffer’ as approved with the Phase 4 Major Subdivision and is consistent with the Urban Village Highway Corridor



Overlay standards. The buffer is located on the north side of the property adjacent to W. Morganton Road

+/- 0.40 acres (+/- 21.7%) of open space is included in this development phase. Open space includes the 40' required buffer and other site areas as calculated by the UDO standards.

The required open space in the entirety of the CDP area is 19.8 acres (20%), of which 9.9 acres (10%) must be usable. As a result of this PDP, the remaining open space to be provided for the CDP area is 6.97 acres of overall open space and 0.42 acres of usable open space. A tabulation of the overall open space and open space remaining to be developed is included on sheet L.1.1 of the PDP documents.

Architectural Character

Elements and materials common to Southern Pines will be utilized in the development. Due to the building being under 10,000 SF, architectural compliance will be reviewed at a staff level if fully compliant with the 4.10.4 standards of the UDO. Town of Southern Pines Planning Staff will review and approve all building plans for compliance with the Town's architectural standards in Section 4.10.4 of the UDO.

Given the nature of the proposed development—which includes a conveyor-style car wash facility where customers remain in their vehicles throughout the washing process, as well as an exterior point-of-sale and customer interface—pedestrian access and internal customer circulation will be minimal. Accordingly, as part of this Preliminary Development Plan (PDP) application, a reduction in the frontage requirements outlined in Section 4.10.5 is requested.

The eastern side of the building will serve as the primary vehicular interface, featuring three stacking lanes, one of which includes a cashier window similar in function to a drive-thru restaurant. Due to this configuration, no frontage zone treatments are being proposed for this side of the building.

The western side of the building, while also primarily vehicular in function, will incorporate a frontage area ranging from approximately 19 feet to 8.3 feet in width. A bench is proposed near the entrance to the mat washing room, the only portion of the building accessible to customers pedestrian wise. Additionally, the central section of this elevation will provide approximately 12 feet of space between the vacuum bays and the building, including a ±4.5-foot planting strip along the building frontage which will enhance the character and look of the building.

Furthermore, the proposed building orientation shall be deemed sufficient to meet the building orientation requirements defined in Section 4.10.4(A)(1) of the UDO. The primary customer entries, which will be vehicular in nature, face both W. Morganton Road and Old Morganton Road.

Any deviations from the Town's architectural standards, other than those described above, will require approval from the Town Council.

Stormwater Management

Stormwater management for the property will be provided in accordance with Section 5.5.10 of the CDP booklet. Appropriate local stormwater and erosion control permits will be required by the Town before any land-disturbing activity occurs on the site. A general location for the site's stormwater management area is shown on the PDP plan. If, at the time of site plan approval, the general area depicted on Sheet L-1.1 is deemed insufficient, underground stormwater management may be utilized. The site is not located within HQW or Water Supply Watersheds.

Lighting

Parking lot lighting levels will be permitted up to 3.00 lumens per square foot (3 footcandles) and include luminaires with cutoffs less than 90 degrees to prevent the spilling of light onto adjacent properties. Lights will be directed downward and have cutoffs less than 90 degrees. All lighting will be LED. Documents showing the lighting levels consistent with the standards above will be submitted with the engineering and site plan submissions.

Endangered Species

A report prepared by Dr. JH Carter and Associates was provided with the Phase 4 Major Subdivision application. After a survey of the property in August of 2024 by a wildlife biologist, no new cavity trees were found. As a result, the development of this property should have no negative impact on RCW habitat.

All development and building permits within the site are subject to all local, state, and federal permitting guidelines, rules, and regulations. Additional studies will be conducted as required for permitting.

Utilities

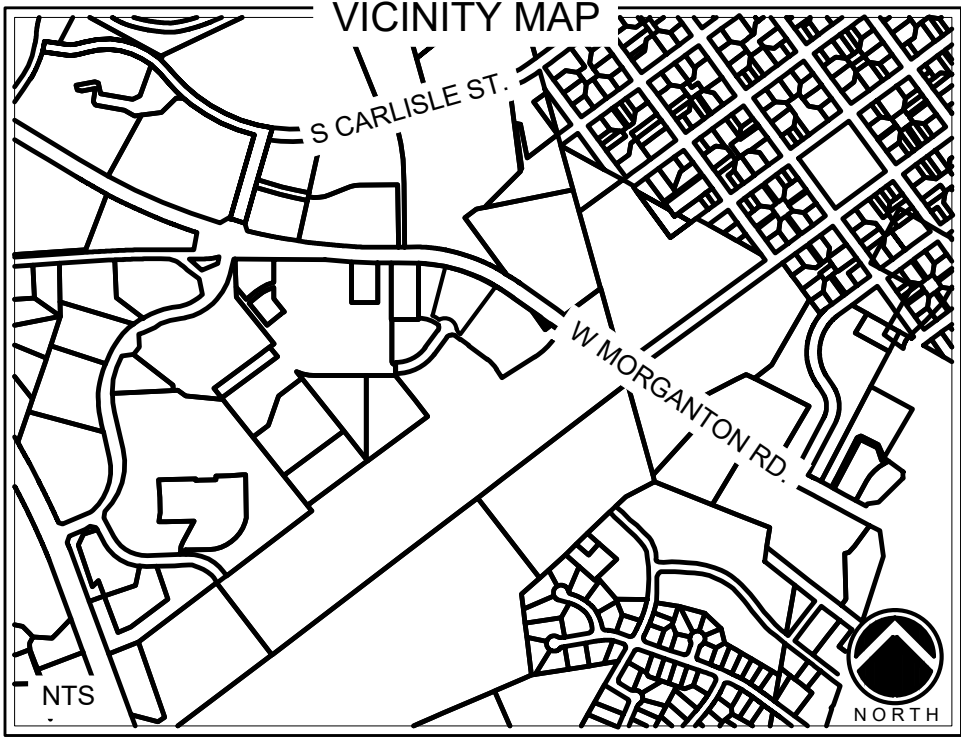
This PDP follows the criteria described in Section 5.5.5 of the CDP booklet. Water and sewer utilities will be readily available for the project with the completion of the Old Morganton Road extension. A Conceptual Plan provided in the documents illustrates the general location of water and sewer utility connections.

Signage

Signage on the property will follow Section 5.5.7 of the approved CDP document and the approved Phase 4 Major Subdivision application. Freestanding retail entry and wayfinding signs will follow the standards of the CDP and will be located at the

locations depicted in the Major Subdivision application and on Sheet L-1.1 of this application.

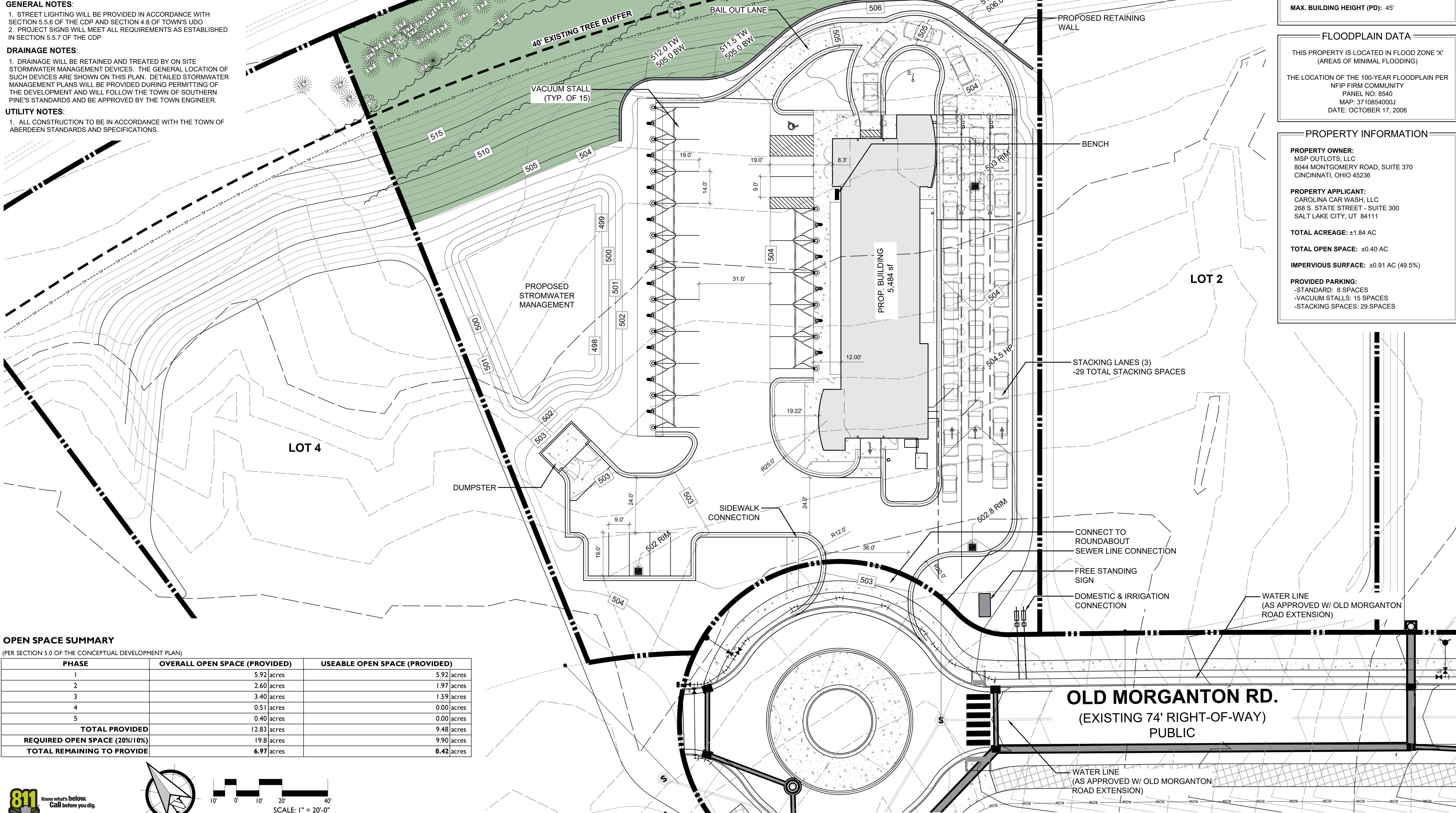
In summary, the proposed PD – PDP is consistent with the Town's 2040 Comprehensive Plan (TSCP) and promotes its objectives. The TSCP designates the property as Retail Center and Community Activity Center. This PDP meets the standards of the approved CDP. This development will meet the community vision described in Section 2.2 of the CDP and create a vibrant new retail development in Southern Pines.



GENERAL NOTES:
1. STREET LIGHTING WILL BE PROVIDED IN ACCORDANCE WITH SECTION 5.5.6 OF THE CDP AND SECTION 4.8 OF TOWN'S UDO
2. PROJECT SIGNS WILL MEET ALL REQUIREMENTS AS ESTABLISHED IN SECTION 5.5.7 OF THE CDP

DRAINAGE NOTES:
1. DRAINAGE WILL BE RETAINED AND TREATED BY ON SITE STORMWATER MANAGEMENT DEVICES. THE GENERAL LOCATION OF SUCH DEVICES ARE SHOWN ON THIS PLAN. DETAILED STORMWATER MANAGEMENT PLANS WILL BE PROVIDED DURING PERMITTING OF THE DEVELOPMENT AND WILL FOLLOW THE TOWN OF SOUTHERN PINE'S STANDARDS AND BE APPROVED BY THE TOWN ENGINEER.

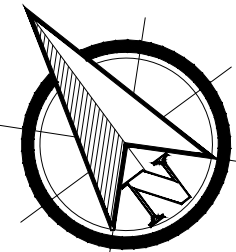
UTILITY NOTES:
1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE TOWN OF ABERDEEN STANDARDS AND SPECIFICATIONS.



OPEN SPACE SUMMARY

(PER SECTION 5.0 OF THE CONCEPTUAL DEVELOPMENT PLAN)

PHASE	OVERALL OPEN SPACE (PROVIDED)	USEABLE OPEN SPACE (PROVIDED)
1	5.92 acres	5.92 acres
2	2.60 acres	1.97 acres
3	3.40 acres	1.59 acres
4	0.51 acres	0.00 acres
5	0.40 acres	0.00 acres
TOTAL PROVIDED	12.83 acres	9.48 acres
REQUIRED OPEN SPACE (20%/10%)	19.8 acres	9.90 acres
TOTAL REMAINING TO PROVIDE	6.97 acres	0.42 acres



SCALE: 1" = 20'-0"

LEGEND

- = PROPERTY BOUNDARY
- = EXISTING MINOR CONTOUR
- = EXISTING MAJOR CONTOUR
- = EXISTING TREES
- = RIGHT-OF-WAY
- = PROPOSED OPEN SPACE

ZONING INFORMATION

ZONING CLASSIFICATION (EXISTING):
PD

REQUIRED SETBACKS (PD):
BUILDING SETBACK: 40'
PARKING SETBACK: 40'
LANDSCAPE BUFFER: 40'

MAX. BUILDING HEIGHT (PD): 45'

FLOODPLAIN DATA

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X' (AREAS OF MINIMAL FLOODING)

THE LOCATION OF THE 100-YEAR FLOODPLAIN PER NFIP FIRM COMMUNITY PANEL NO: 8540
MAP: 3710854000J
DATE: OCTOBER 17, 2006

PROPERTY INFORMATION

PROPERTY OWNER:
MSP OUTLOTS, LLC
8044 MONTGOMERY ROAD, SUITE 370
CINCINNATI, OHIO 45236

PROPERTY APPLICANT:
CAROLINA CAR WASH, LLC
268 S. STATE STREET - SUITE 300
SALT LAKE CITY, UT 84111

TOTAL ACREAGE: ±1.84 AC

TOTAL OPEN SPACE: ±0.40 AC

IMPERVIOUS SURFACE: ±0.91 AC (49.5%)

PROVIDED PARKING:
-STANDARD: 8 SPACES
-VACUUM STALLS: 15 SPACES
-STACKING SPACES: 29 SPACES

COONTZJONESDesign
LAND PLANNING | LANDSCAPE ARCHITECTURE

140 APLECROSS RD - SUITE B
PINEHURST, NC 28374
P: (910) 684-6467
W: www.coontzjonesdesign.com

REVISIONS:

TOMMY'S CAR WASH - MORGANTON PARK SOUTH
PRELIMINARY DEVELOPMENT PLAN
SOUTHERN PINES, NORTH CAROLINA

PRELIMINARY DEVELOPMENT PLAN - PHASE 4 - LOT 3

DATE: 07-15-2025
DESIGNED BY: PJS
DRAWN BY: PJS
CHECKED BY: PJS
SCALE: 1" = 20'
PROJECT #:
SHEET NUMBER#:
L-1.1