



# The Hills at Stonegate – Community Feature Sheet

## INTERIOR FEATURES

- Spaciously Designed Floor Plans
- 9' Smooth Ceilings on First Floor
- Designer Electric Fireplace and Mantel\*\*
- Designer Interior Doors
- Decorative Lighting
- LVP in in Foyer, Dining Room (per plan), Family Room, & Kitchen/Nook
- LVP in Baths and Laundry
- Designer Trim Work to include chair rail, picture frame molding, and crown\*\*
- Brushed Nickel Door Hardware
- Mohawk Carpet with 6 lb. Pad in all Bedrooms, Closets, and on Stairs
- Drop Zone Cubbies\*\*
- Cable Connections and Data Port
- Smoke & Carbon Monoxide Detectors
- 5 1/4 Baseboards, 356 Casing Throughout Home
- Open Rail\*\*

## KITCHEN FEATURES

- Designer Cabinets w/ Crown Molding and Pulls
- Granite Countertops
- Ceramic Tile Backsplash
- Brushed Nickel Finish Single Lever Faucet with Sprayer.
- 8" Depth Stainless Steel Kitchen Sink
- GE Electric Stainless-Steel Appliance Package that Includes Smooth Top Range, Microwave, and Dishwasher

## BATHROOM FEATURES

- Designer Adult Height Vanities in all Bathrooms
- Quartz Countertops
- Pedestal Sink in Half Bath \*\*
- Framed Shower Door in Primary Bath
- Ancillary Baths Receive Tile Surround
- Garden Tub and Separate Shower in Primary Bath Have Ceramic Tile Splash and Tile Surround
- Brushed Nickel Plumbing Fixtures.
- Elongated, Comfort Height Toilets in all Bathrooms.
- Dual Vanity Sinks & Comfort Height Toilets in Primary Bath.
- All Bathrooms Include Towel Bars and Hand Towel Holders.

## EXTERIOR FEATURES

- Designer Exteriors Individually Selected With Varying Colors and t\Textures.
- Low Maintenance Vinyl Siding w/Stone Accents\*\*
- 30 Year Architectural Shingles
- Garage Door w/Opener, Glass Panels, and Decorative Hardware
- Professional Landscaping Package that Includes Sod in Front Yard to Rear Corners. Seed & Straw in Back Yard
- Covered Patio/Deck\*\*
- Gutters and Downspouts on Front and Rear Only

## WARRANTY COVERAGE

- One-year Limited Warranty w/ Convenient QR Code Sticker Located in the Kitchen Cabinet.
- New Homeowner Warranty Welcome Packet
- On-Site Two-Part Walkthrough and Warranty Orientation with a BSC Representative

## ENERGY EFFICIENT FEATURES

- 50-Gallon Energy Efficient Water Heater
- Maintenance Free, Low-E Single Hung Vinyl Windows With Tilt Out Sashes and Screens
- TRANE® Energy Efficient HVAC System with Programmable Digital Thermostats
- Continuous Roof Ridge and Soffit Vent System to Reduce Cooling Cost.
- Ceiling Fan in Primary Bedrooms and Bonus Room\*\*

Buyer Signature: \_\_\_\_\_

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

Buyer's Agent Signature: \_\_\_\_\_

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

Benjamin Stout Real Estate Services, Inc. Signature: \_\_\_\_\_

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

**Ben Stout Construction**

910-779-0019 | [www.benstoutconstruction.com](http://www.benstoutconstruction.com)

\*\*\*NOTE: Builder reserves the right make substitutions in products & materials when deemed necessary without notice. Specifications may vary per community. Your home may have different features. \*\*Based on plan design \*Lot conditions or build specific modifications may impact included features.



Printed: Jun 6, 2025  
 PO Box 53798, Fayetteville, NC 28305-3798  
 Phone: 910-779-0019  
 Fax: 910-779-0029












## Selections Details








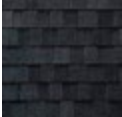







**Job** STG-085  
 3878 Blackhills Road  
 Fayetteville, NC 28311  
**Client** None

## EXTERIOR SELECTIONS

**Category:** 01 - Exterior Selections      **Due Date:** N/A  
**Location:** Exterior

### Choices

Choice	Description	Status/Alerts
 Board & Batten	Cape Cod Gray - B&B	 Unreleased
 Columns <b>**Buyer Upgrade**</b>	<b>6" PVC - White</b>	 Unreleased
 Elevation Stone/Brick	Mesa Valley, Stacked Stone	 Unreleased
Exterior Trim Color	White	 Unreleased
 Foundation Stone/Brick	None	 Unreleased
 Front Door Color & Style	<b>Craftsman 3Lite Textured Stained Early American</b>	 Unreleased

 Garage Door Color & Style	<b>L2 White, Hillcrest, Recessed, LP Thames Insert</b> With Glass With Hardware With Motor	 Unreleased
Gutters	White	 Unreleased
 House Numbers	Black	 Unreleased
 Shakes	None	 Unreleased
 Shingle Style/Color	Black Architectural Shingles	 Unreleased
 Shutters	None	 Unreleased
 Vinyl Siding	Cape Cod Gray - Horizontal Siding	 Unreleased
 Window Frame Color/Pattern	White, Four over Clear	 Unreleased



















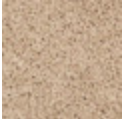

<b>Custom fields</b>	
<b>Build Collection:</b>	Ben Stout Collection
<b>Date Ordered:</b>	N/A
<b>No Changes After::</b>	N/A

















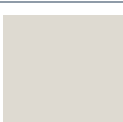


## INTERIOR SELECTIONS





















**Category:** 16 - Interior Selections  
**Location:** Interior



**Due Date:** N/A

## Choices

Choice	Description	Status/Alerts
 Appliances - Dishwasher	GE MODEL# GDF510PSMSS	 Unreleased
 Appliances - Free Standing Electric Range	GE MODEL# JB645RKSS 30"	 Unreleased
 Appliances - Microwave	GE MODEL# JVM3162RJSS	 Unreleased
 Bath Hardware	Brushed Nickel	 Unreleased
 Bath Vanity Tops	<b>L1 Quartz, Carrara Marmi in all baths</b>	 Unreleased
 Cabinet Color/Style - Baths	Integrity, White, Fairmont Standard Overlay	 Unreleased
 Cabinet Color/Style - Kitchen	Integrity, White, Fairmont Standard Overlay	 Unreleased
 Cabinet Knobs - Baths	156 SN in all Baths	 Unreleased
 Cabinet Knobs - Kitchen	156SN in Kitchen	 Unreleased
 Mohawk Reactivate Cross Country 727	Mohawk Reactivate Cross Country 727	 Unreleased

<p>Carpet 6lb Pad</p>		
 <p>Faucets</p>	<p>Antioch BN throughout                  *** Please Note Upgrades listed under Plumbing Upgrades **</p>	 Unreleased
 <p>Fireplace Mantle</p>	<p>Andreas</p>	 Unreleased
 <p>Fireplace Surround</p>	<p>Black Cleft Slate</p>	 Unreleased
 <p>Hand Rail</p>	<p>Stained to match LVP as closely as possible</p>	 Unreleased
 <p>Hardwood Flooring</p>	<p>None</p>	 Unreleased
 <p>Interior Door Hardware</p>	<p>Brushed Nickel</p>	 Unreleased
 <p>Interior Door Style</p>	<p>Five Panel Rockport</p>	 Unreleased
 <p>Interior Paint - Accent</p>	<p>None</p>	 Unreleased
 <p>Interior Paint - Main</p>	<p>City Loft SW7631</p>	 Unreleased
<p>Interior Trim Color</p>	<p>White</p>	 Unreleased

 <p>Kitchen Backsplash</p>	<p><b>L3 Mesmerist Spirit MM30 3x12 Rectangle Stagger Lay #642 Ash Grout</b></p>	 Unreleased
 <p>Kitchen Countertops</p>	<p>L2 Granite - Thunder White</p>	 Unreleased
 <p>Lighting</p>	<p>Base, SN</p>	 Unreleased
 <p>LVP</p>	<p>L2 LVP - Mohawk Westward Carlsbad</p>	 Unreleased
 <p>Open Rail</p>	<p>Open Rail</p>	 Unreleased
 <p>Plumbing Upgrades</p>	<p>NONE</p>	 Unreleased
 <p>Primary Shower Door</p>	<p>Brushed Nickel</p>	 Unreleased
 <p>Tile Flooring</p>	<p>None</p>	 Unreleased
 <p>Tile Shower</p>	<p>NONE</p>	 Unreleased
 <p>Tub/Shower Surround</p>	<p><b>L4 Articulo Column Gey 12x24 AR09 #386 Oyster Gray</b></p>	 Unreleased

 Vinyl Flooring	None	 Unreleased
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Custom fields
<p><b>Build Collection:</b> Ben Stout Collection</p> <p><b>Date Ordered:</b> N/A</p> <p><b>No Changes After::</b> N/A</p>

I confirm that my action here represents my electronic signature and is binding.

Approved \_\_\_\_\_

By:

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

**GENERAL NOTES:**

- IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT ALL DIMENSIONS, ROOF PITCHES, AND SQUARE FOOTAGE ARE CORRECT PRIOR TO CONSTRUCTION. K&A HOME DESIGNS, INC. IS NOT RESPONSIBLE FOR ANY DIMENSIONING, ROOF PITCH, OR SQUARE FOOTAGE ERRORS ONCE CONSTRUCTION BEGINS.
- ALL WALLS SHOWN ON THE FLOOR PLANS ARE DRAWN AT 4" UNLESS NOTED OTHERWISE.
- ALL ANGLED WALL SHOWN ON THE PLANS ARE 45 DEGREES UNLESS NOTED OTHERWISE.
- STUD WALL DESIGN SHALL CONFORM TO ALL NORTH CAROLINA STATE BUILDING CODE REQUIREMENTS.
- DO NOT SCALE PLANS. DRAWING SCALE MAY BE DISTORTED DUE TO COPIER IMPERFECTIONS.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH NORTH CAROLINA RESIDENTIAL STATE BUILDING CODE, 2018 EDITION.

**SQUARE FOOTAGE**

HEATED SQUARE FOOTAGE		UNHEATED SQUARE FOOTAGE	
FIRST FLOOR=	1381	GARAGE=	503
SECOND FLOOR=	973	FRONT PORCH=	126
THIRD FLOOR=	N/A	CVD. PORCH=	80
BASEMENT=	N/A	3 <sup>RD</sup> CAR GARAGE=	278
		STORAGE=	N/A
<b>TOTAL HEATED=</b>	<b>2354</b>	<b>TOTAL UNHEATED=</b>	<b>987</b>

**CRAWL SPACE VENTILATION CALCULATIONS**

-VENT LOCATIONS MAY VARY FROM THOSE SHOWN ON THE PLAN BUT SHOULD BE PLACED TO PROVIDE ADEQUATE VENTILATION AT ALL POINTS TO PREVENT DEAD AIR POCKETS.

-100% VAPOR BARRIER MUST BE PROVIDED WITH 12" MIN. LAP JOINTS.

-THE TOTAL AREA OF VENTILATION OPENINGS MAY BE REDUCED TO 1/1500 AS LONG AS REQUIRED OPENINGS ARE PLACED SO AS TO PROVIDE CROSS-VENTILATION OF THE SPACE. THE INSTALLATION OF OPERABLE LOUVERS SHALL NOT BE PROHIBITED. (COMPLY WITH NC CODE MIN. WITH REGARD TO VENT PLACEMENT FROM CORNERS)

1381 SQ. FT. OF CRAWL SPACE/1500

.92 SQ. FT. OF REQUIRED VENTILATION

PROVIDED BY: 3 VENTS AT 0.45 SQ. FT. NET FREE

VENTILATION EACH= 1.35 SQ. FT. OF VENTILATION

**\*\*FOUNDATION DRAINAGE- WATERPROOFING PER SECTIONS 405 & 406.**

**ATTIC VENTILATION CALCULATIONS**

- CALCULATIONS SHOWN BELOW ARE BASED ON VENTILATORS USED AT LEAST 3 FT. ABOVE THE CORNICE VENTS WITH THE BALANCE OF VENTILATION PROVIDED BY EAVE VENTS.

- CATHEDRAL CEILINGS SHALL HAVE A MIN. 1" CLEARANCE BETWEEN THE BOTTOM OF THE ROOF DECK AND THE INSULATION.

2378 SQ. FT. OF ATTIC/300= 7.93

EACH OF INLET AND OUTLET REQUIRED.

**\*WALL AND ROOF CLADDING DESIGN VALUES**

- WALL CLADDING IS DESIGNED FOR A 24.1 SQ. FT. OR GREATER POSITIVE AND NEGATIVE PRESSURE.

- ROOF VALUES BOTH POSITIVE AND NEGATIVE SHALL BE AS FOLLOWS:

45.5 LBS. PER SQ. FT. FOR ROOF PITCHES OF 0/12 TO 2.25/12

34.8 LBS. PER SQ. FT. FOR ROOF PITCHES OF 2.25/12 TO 7/12

21 LBS. PER SQ. FT. FOR ROOF PITCHES OF 7/12 TO 12/12

**\*\* MEAN ROOF HEIGHT 30' OR LESS**

**STG-085  
LH GARAGE**

Project No.	23-449
Date	4-25-24
Drawn/Design By	KBB
Scale	REFER TO ELEV.

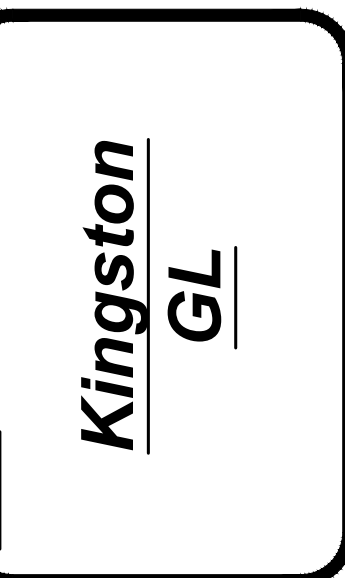
REVISIONS		
No.	Date	Remarks
1		
2		
3		
4		

9101 Ten-Ten Rd.  
Raleigh, NC 27603  
Office: (919) 302-0693



Website: www.KandAHomeDesigns.com

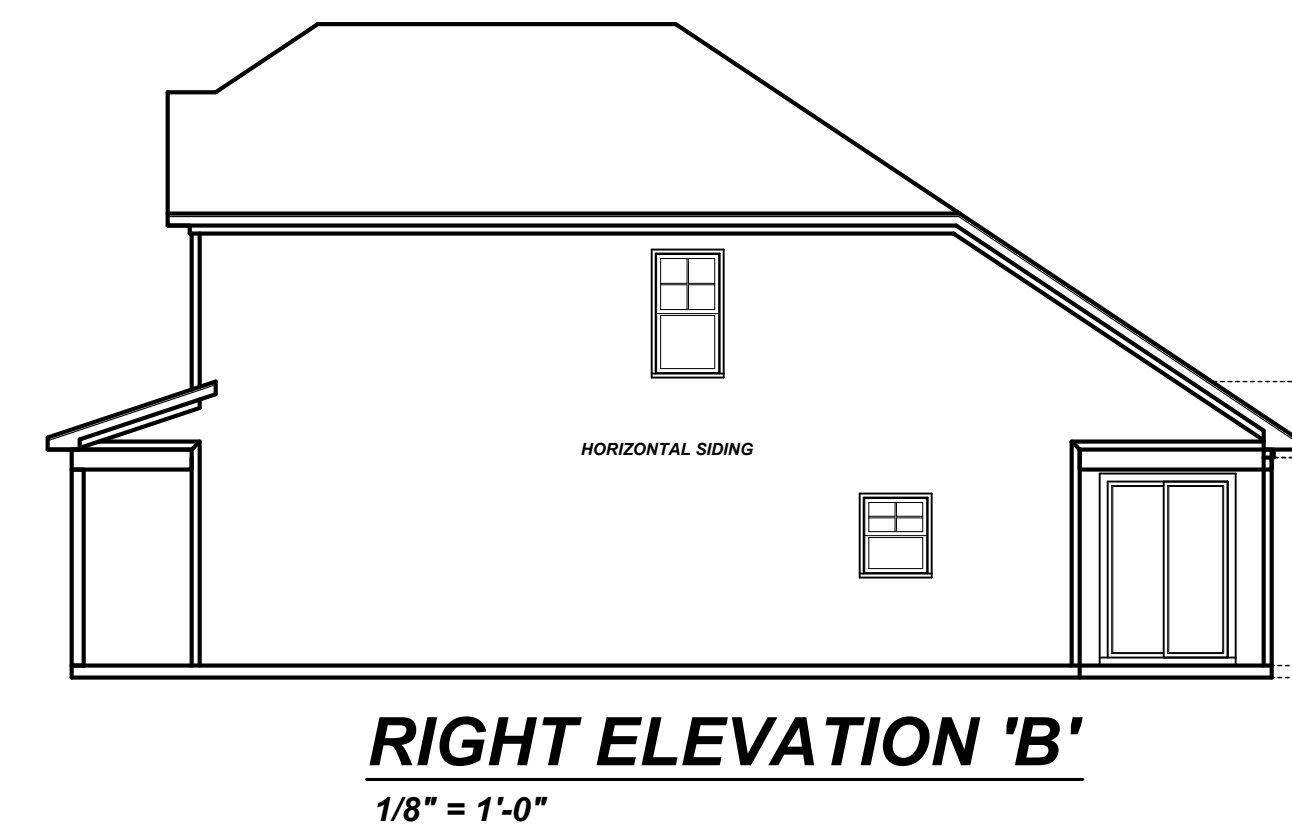
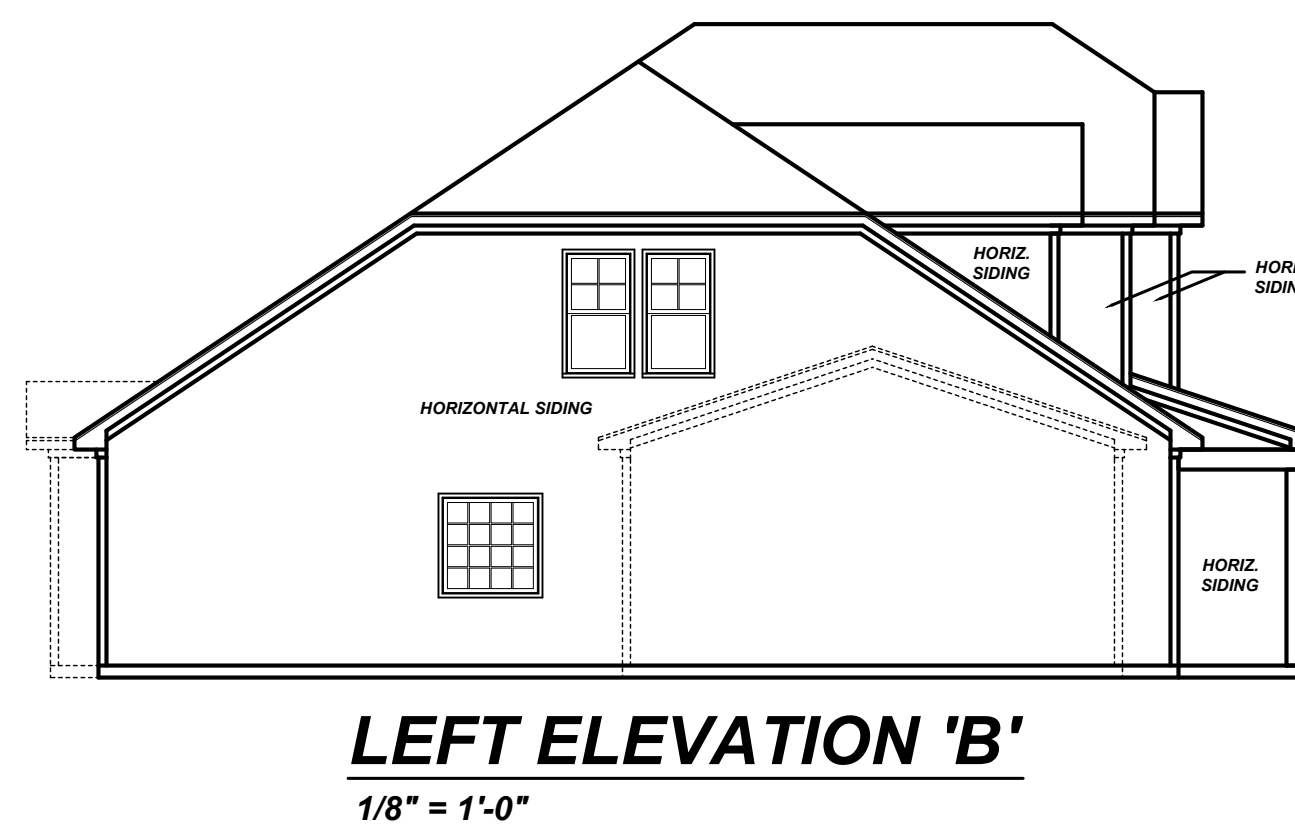
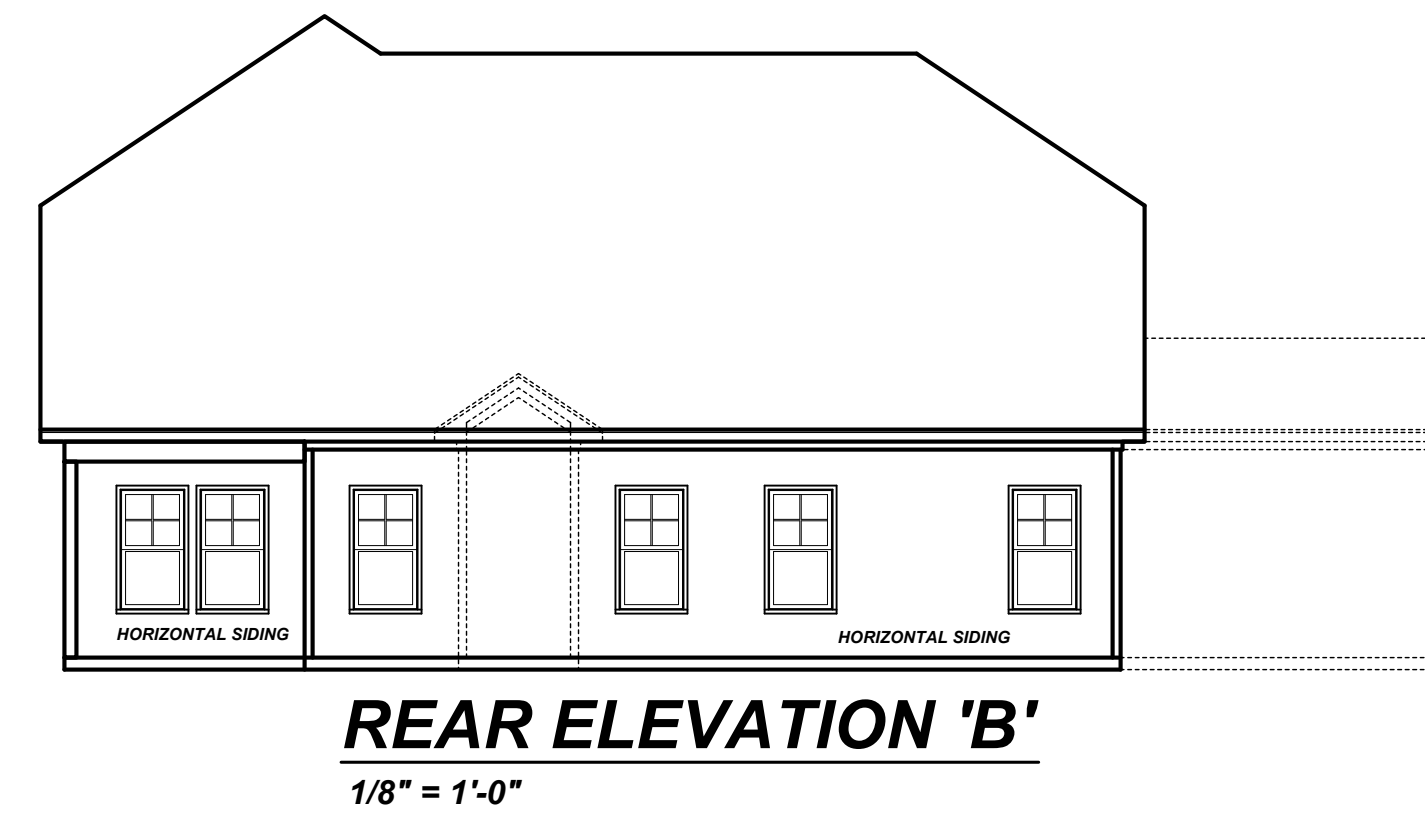
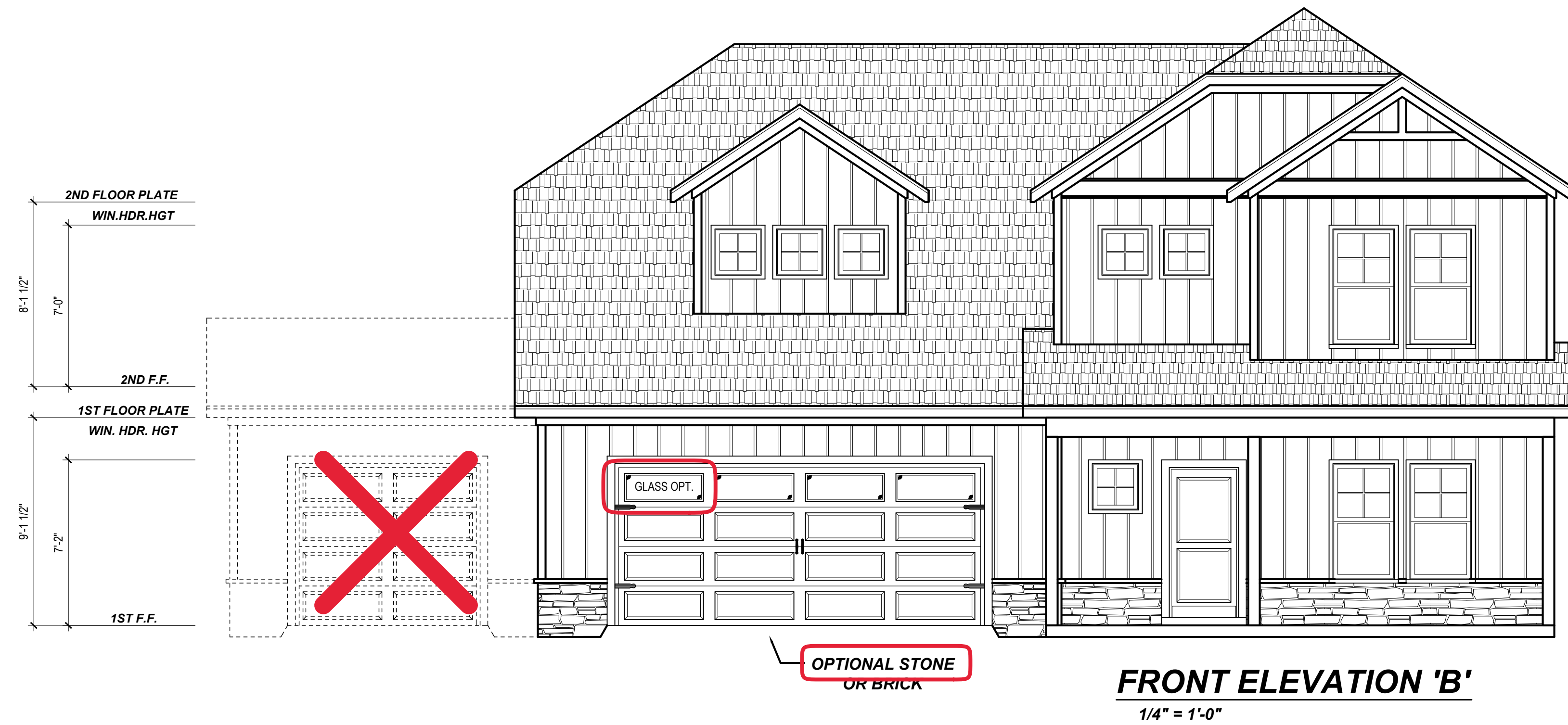
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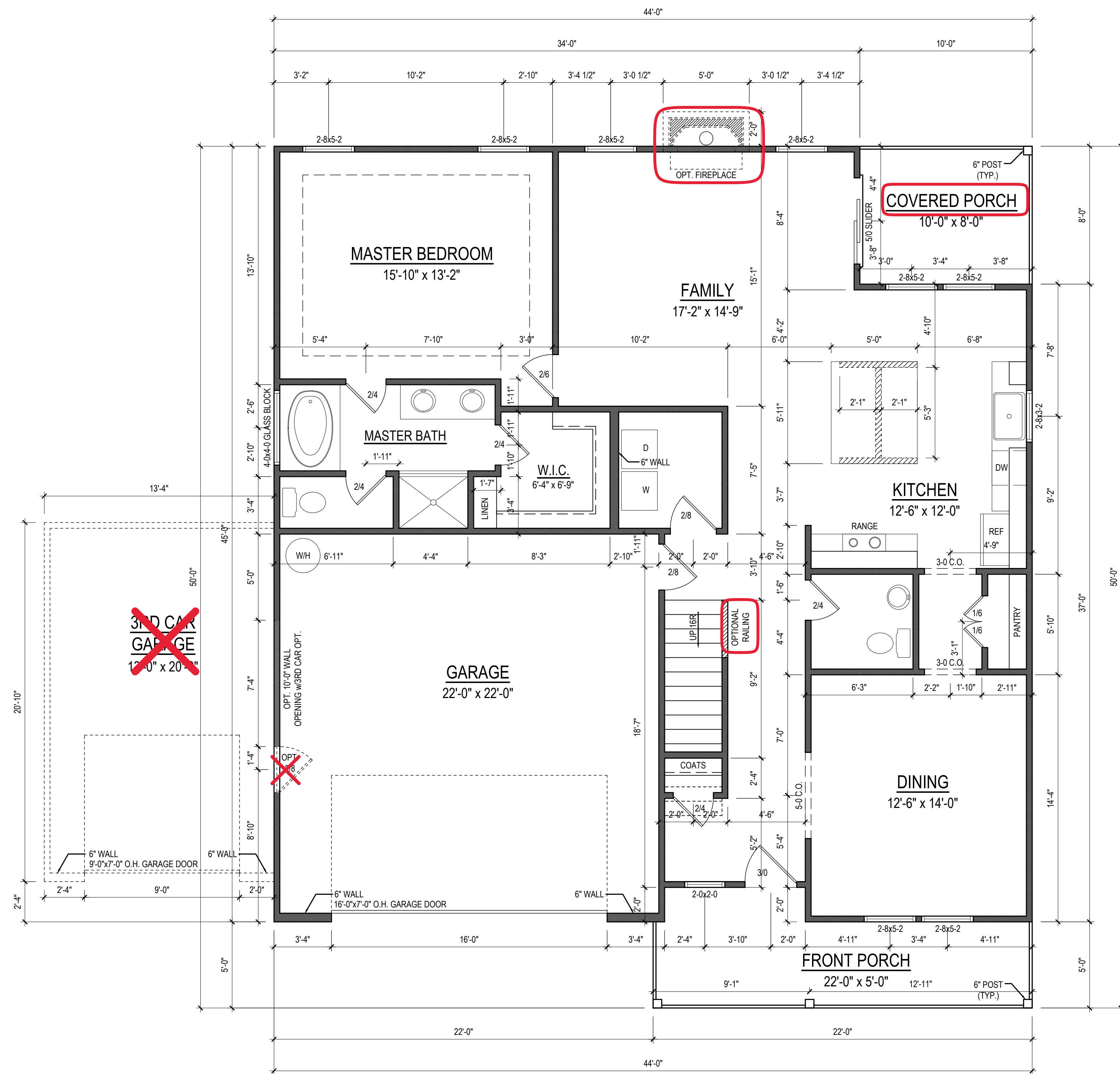


**Ben Stout**  
1786 Metro Medical Dr.  
Fayetteville, NC 28304

ELEVATIONS

Sheet Number  
**1**  
of 5





**FIRST FLOOR PLAN**  
 1/4" = 1'-0" CEILING HT. = 9'-0"

Project No.  
 23-449  
 Date  
 4-25-24  
 Drawn/Design By  
 KBB  
 Scale  
 1/4" = 1'-0"

REVISIONS		
No.	Date	Remarks
1		
2		
3		
4		

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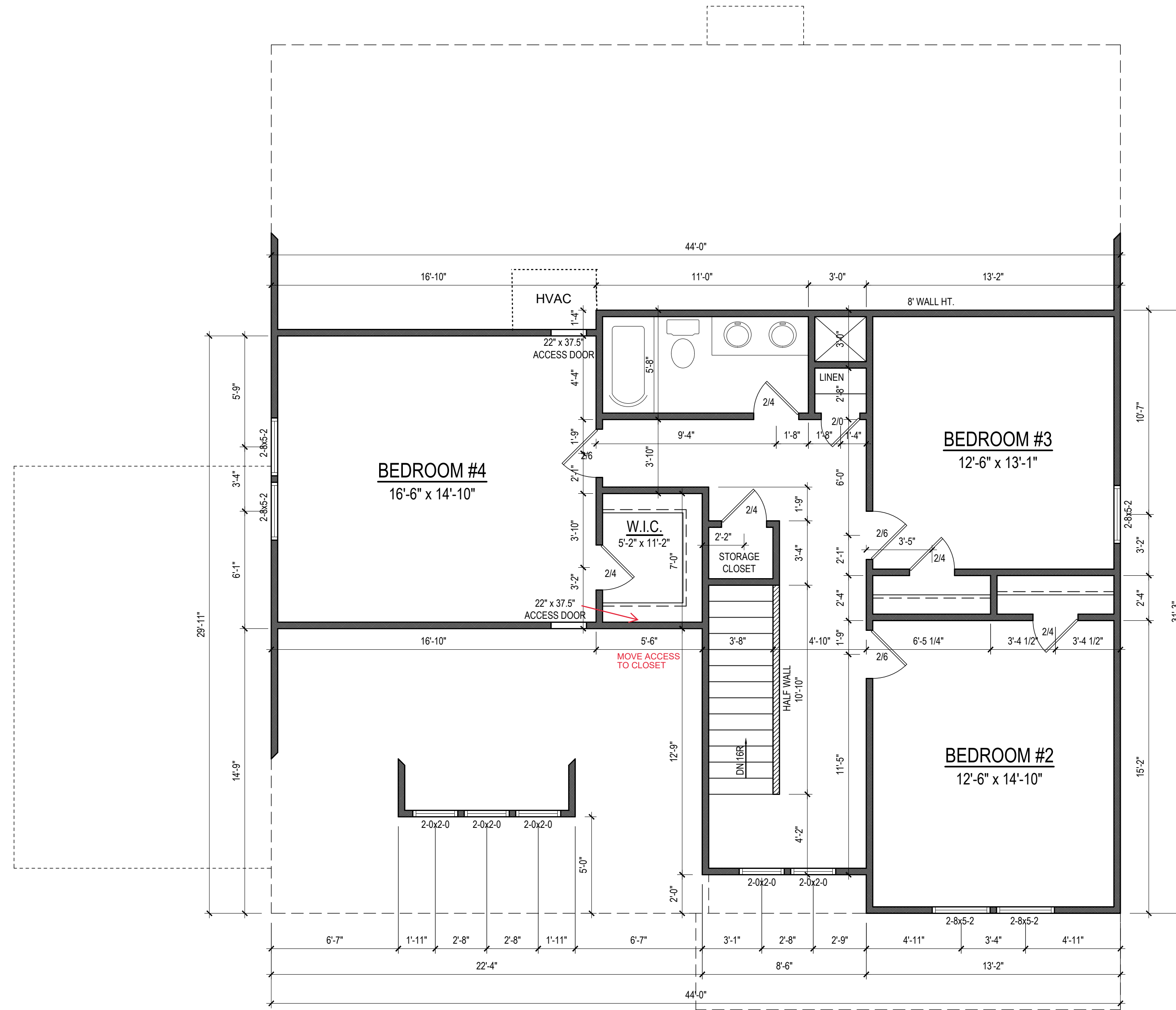


Client Name:  
**Ben Stout**  
 1786 Metro Medical Dr.  
 Fayetteville, NC 28304

FIRST FLOOR

Sheet Number  
**2**  
 of 5

Email: Kent@KandAHomeDesigns.com Website: www.KandAHomeDesigns.com



**SECOND FLOOR PLAN**  
 1/4" = 1'-0" CEILING HT. = 8'-0"

Project No:  
23-449  
 Date:  
4-25-24  
 Drawn/Design By:  
KBB  
 Scale:  
1/4"=1'-0"

REVISIONS		
No.	Date	Remarks
1		
2		
3		
4		

9101 Ten-Ten Rd.  
 Raleigh, NC 27603  
 Office: (919) 302-0693



Website: www.KandAHomeDesigns.com

Email: Kent@KandAHomeDesigns.com



Client Name:  
**Ben Stout**  
 1786 Metro Medical Dr.  
 Fayetteville, NC 28304

SECOND FLOOR

Sheet Number  
**3**  
 of 5

REVISIONS		
No.	Date	Remarks
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Raleigh, NC 27603  
Office: (919) 302-0693

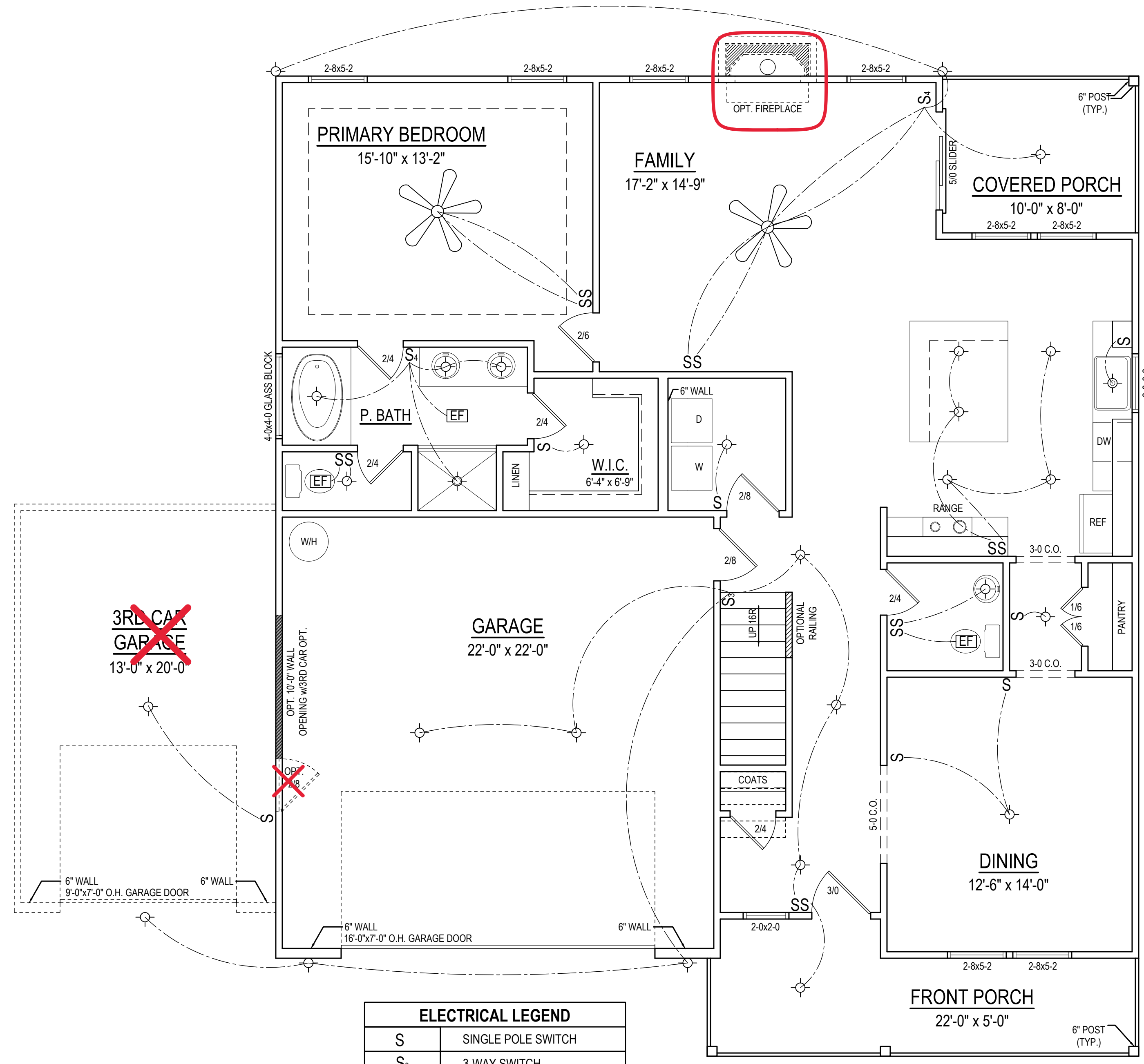


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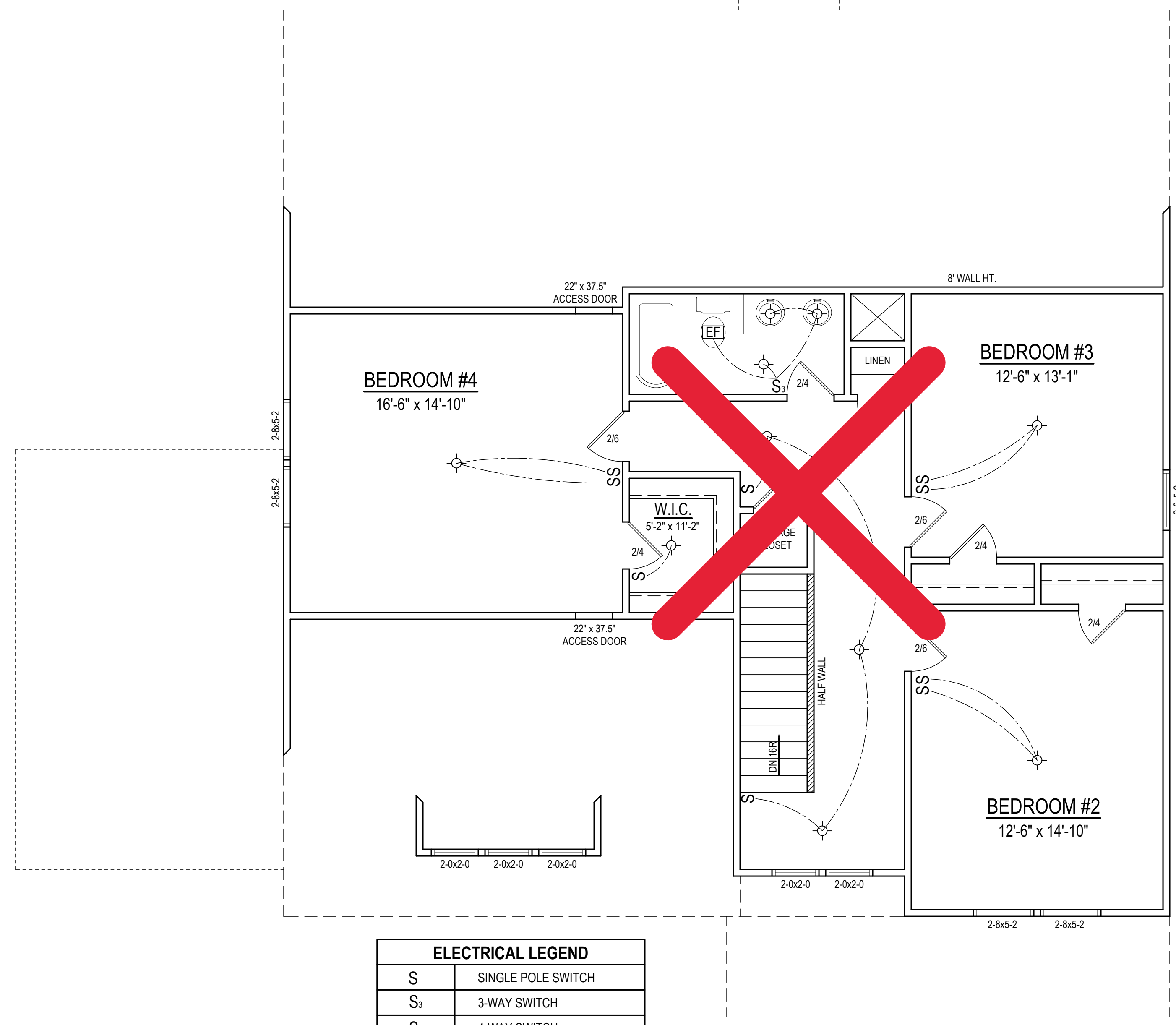


Ben Stout  
1786 Metro Medical Dr.  
Fayetteville, NC 28304

ELECTRICAL PLANS



**FIRST FLOOR PLAN**  
1/4" = 1'-0" CEILING HT. = 9'-0"



**SECOND FLOOR PLAN**  
1/4" = 1'-0" CEILING HT. = 8'-0"

SEE OPTIONAL  
ON NEXT PAGE

Project No:  
23-449  
Date:  
4-25-24  
Drawn/Design By:  
KBB  
Scale:  
1/4"=1'-0"

REVISIONS		
No.	Date	Remarks
1		
2		
3		
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9101 Ten-Ten Rd.  
Raleigh, NC 27603  
Office: (919) 302-0693



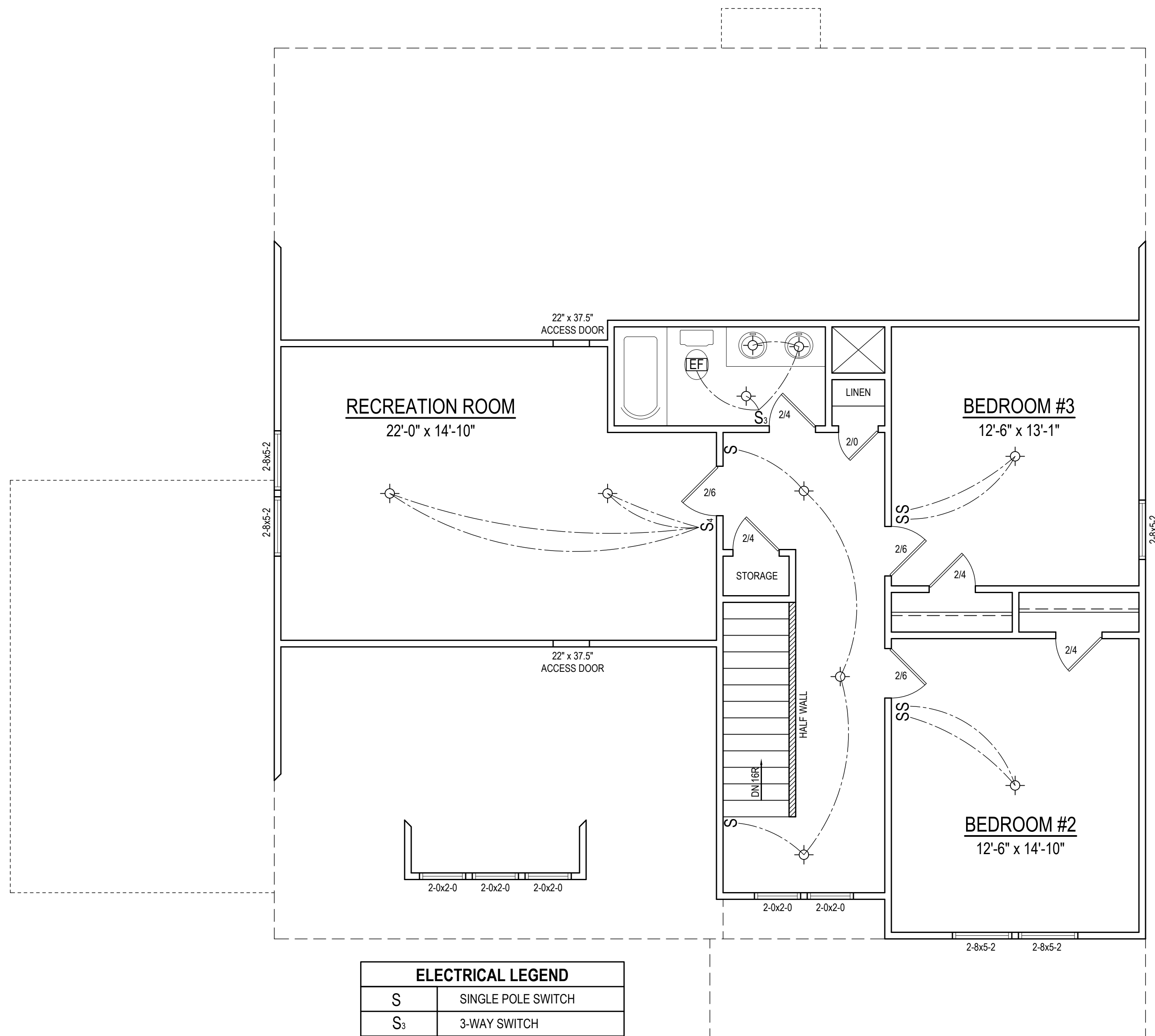
Email: Kent@KandAHomeDesigns.com Website: www.KandAHomeDesigns.com



**Ben Stout**  
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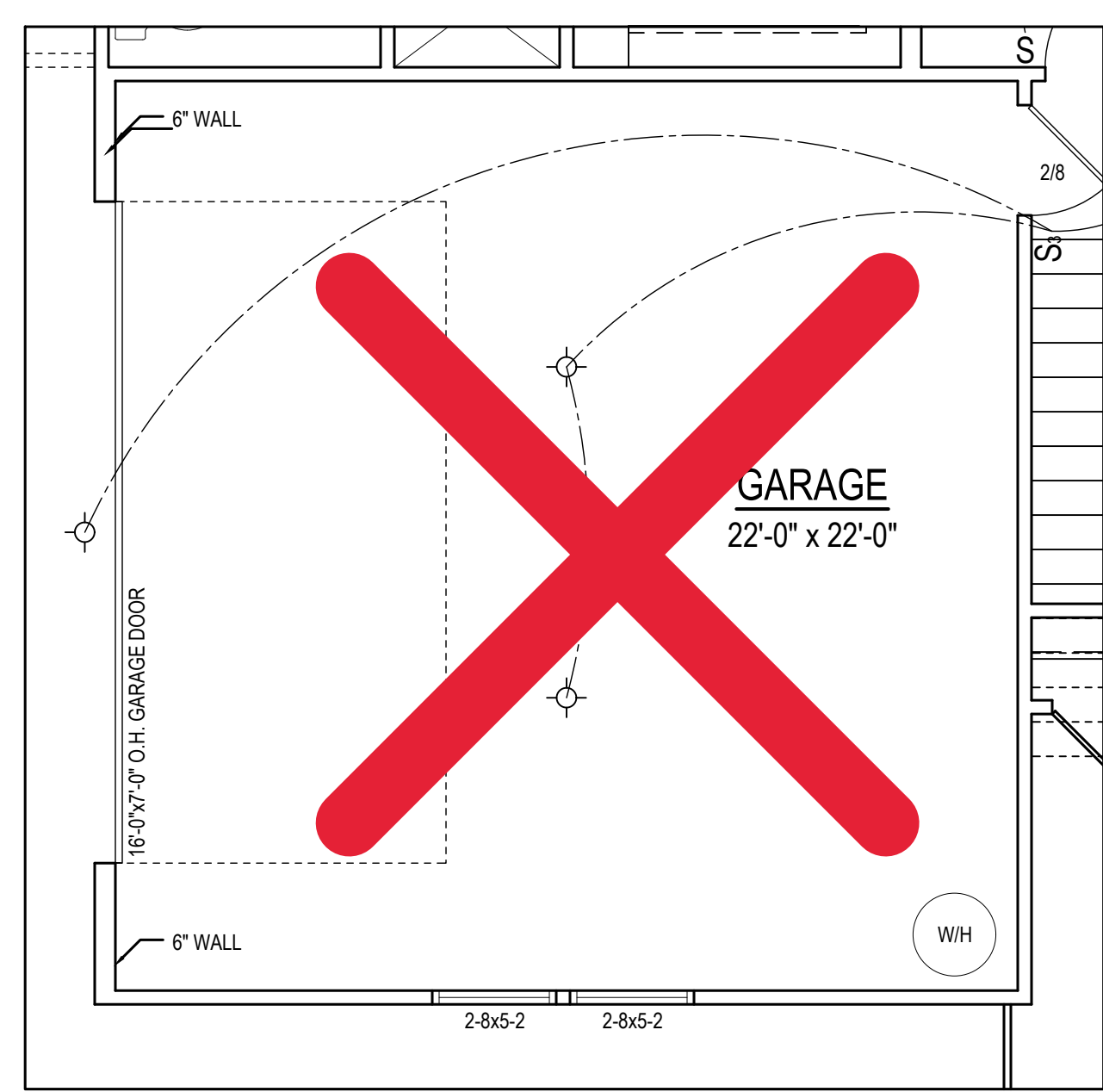
OPTIONAL ELECTRICAL PLANS

Sheet Number  
**5**  
of 5



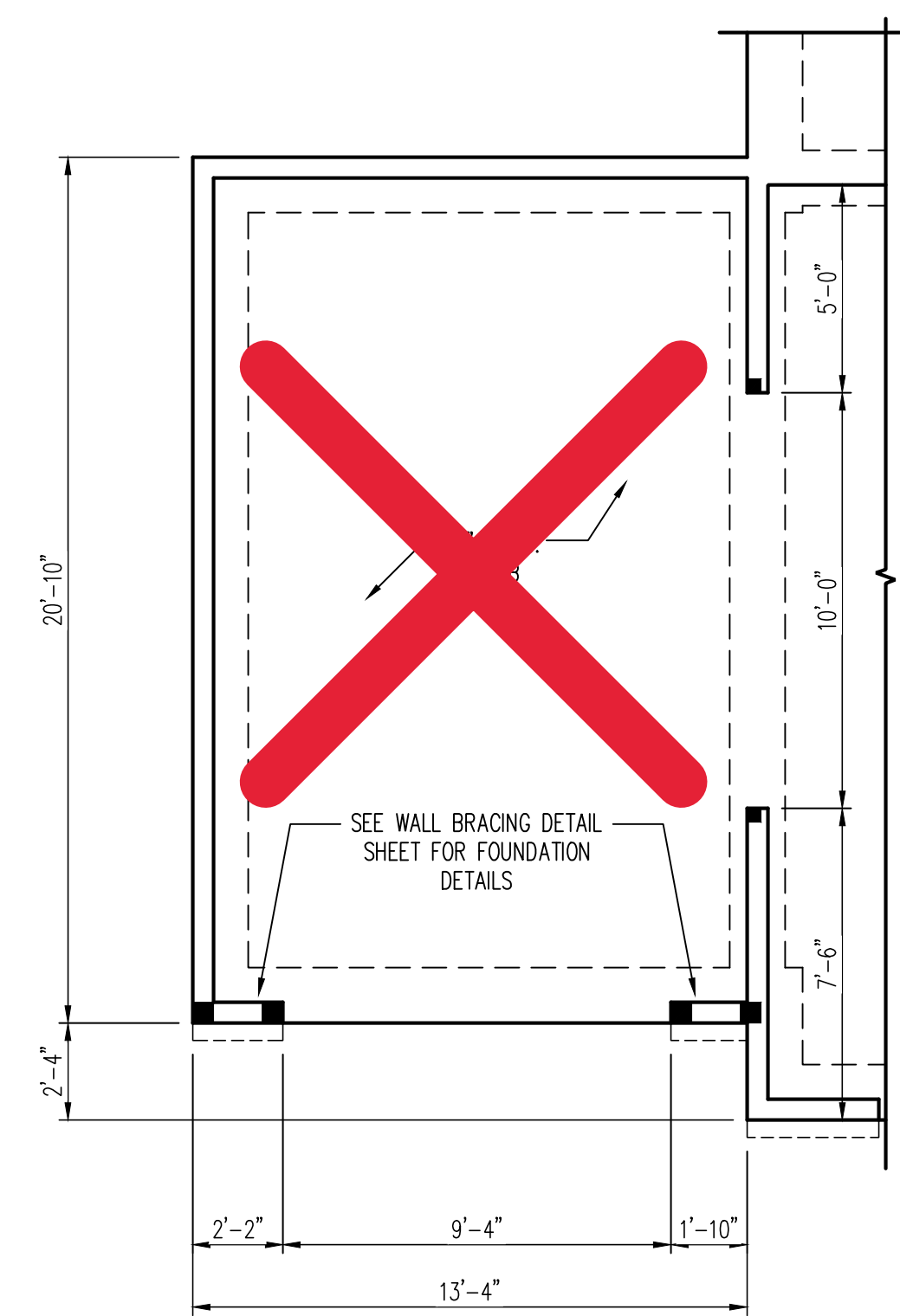
ELECTRICAL LEGEND	
S	SINGLE POLE SWITCH
S <sub>3</sub>	3-WAY SWITCH
S <sub>4</sub>	4-WAY SWITCH
⊙	SURFACE MOUNTED LIGHT
⊖	WALL MOUNTED LIGHT
[EF]	EXHAUST FAN

**OPTIONAL SECOND FLOOR PLAN**  
1/4" = 1'-0" CEILING HT. = 8'-0"

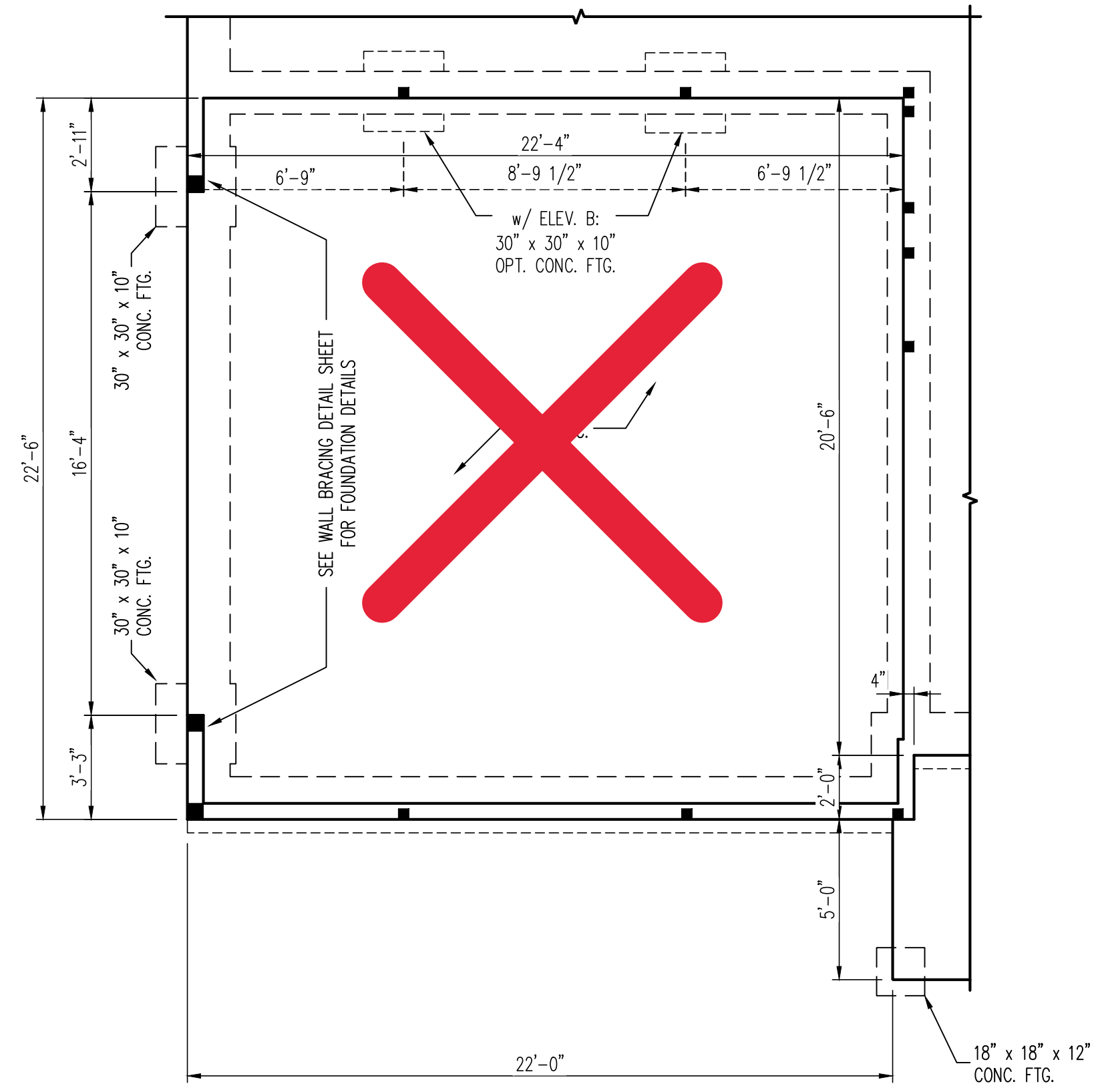


**OPT. SIDE LOAD GARAGE**  
1/4" = 1'-0" CEILING HT. = 9'-0"

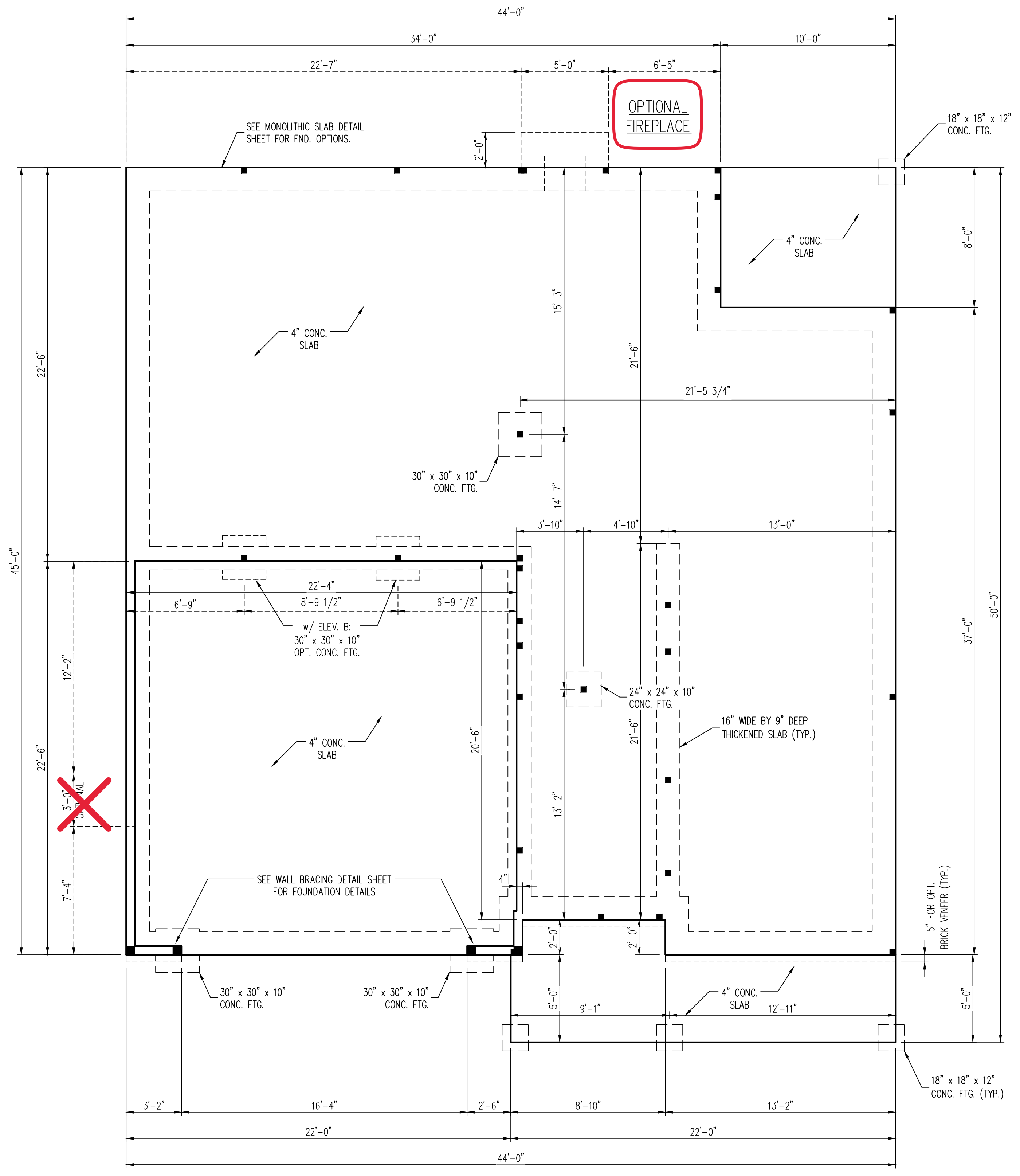
ELECTRICAL LEGEND	
S	SINGLE POLE SWITCH
S <sub>3</sub>	3-WAY SWITCH
S <sub>4</sub>	4-WAY SWITCH
⊙	SURFACE MOUNTED LIGHT
⊖	WALL MOUNTED LIGHT
[EF]	EXHAUST FAN



OPTIONAL THIRD CAR GARAGE



OPTIONAL SIDE LOAD GARAGE



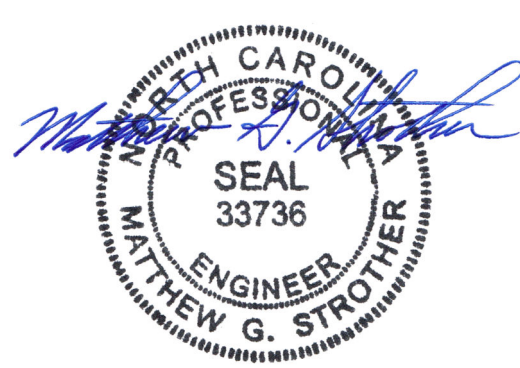
130 MPH ULTIMATE DESIGN WIND SPEED  
NOTES FOR LESS THAN 30' MEAN ROOF HEIGHT:

- ENGINEER'S SEAL APPLIES ONLY TO STRUCTURAL COMPONENTS. ENGINEER'S SEAL DOES NOT CERTIFY DIMENSIONAL ACCURACY OR ARCHITECTURAL LAYOUT INCLUDING ROOF SYSTEM.
- STRUCTURAL DESIGN PER NORTH CAROLINA RESIDENTIAL CODE, 2018 EDITION.
- INSTALL 1/2" ANCHOR BOLTS 4'-0" O.C. AND WITHIN 1'-0" FROM END OF EACH CORNER. ANCHOR BOLTS MUST EXTEND A MINIMUM OF 15" INTO MASONRY OR 7" INTO CONCRETE. LOCATE BOLT WITHIN MIDDLE THIRD OF PLATE WIDTH.
- MEAN ROOF HEIGHT IS LESS THAN 30 FEET.
- EXTERIOR WALLS DESIGNED FOR 130 MPH WINDS.
- WALL CLADDING DESIGNED FOR +18.2 PSF AND -24 PSF (+/- INDICATE POSITIVE / NEGATIVE PRESSURE (TYP)).
- ROOF CLADDING DESIGNED FOR +16.7 PSF AND -21 PSF FOR ROOF PITCHES 7/12 TO 12/12 AND +10.5 PSF AND -43 PSF FOR ROOF PITCHED 2.25/12 TO 7/12.
- INSTALL 7/16" OSB SHEATHING ON ALL EXTERIOR WALLS OF ALL STORES IN ACCORDANCE WITH SECTION R902.10.3 OF THE NRC, 2018 EDITION. SEE THE WALL BRACING NOTES AND DETAILS SHEET FOR MORE INFORMATION.
- ENERGY EFFICIENCY COMPLIANCE AND INSULATION VALUES OF THE BUILDING TO BE IN ACCORDANCE WITH CHAPTER 11 OF THE NRC, 2018 EDITION.
- REFER TO NOTES AND DETAIL SHEETS FOR ADDITIONAL STRUCTURAL INFORMATION.

120 MPH ULTIMATE DESIGN WIND SPEED  
NOTES FOR LESS THAN 30' MEAN ROOF HEIGHT:

- ENGINEER'S SEAL APPLIES ONLY TO STRUCTURAL COMPONENTS. ENGINEER'S SEAL DOES NOT CERTIFY DIMENSIONAL ACCURACY OR ARCHITECTURAL LAYOUT INCLUDING ROOF SYSTEM.
- STRUCTURAL DESIGN PER NORTH CAROLINA RESIDENTIAL CODE, 2018 EDITION.
- INSTALL 1/2" ANCHOR BOLTS 6'-0" O.C. AND WITHIN 1'-0" FROM END OF EACH CORNER. ANCHOR BOLTS MUST EXTEND A MINIMUM OF 7" INTO MASONRY OR CONCRETE. LOCATE BOLT WITHIN MIDDLE THIRD OF PLATE WIDTH.
- MEAN ROOF HEIGHT IS LESS THAN 30 FEET.
- EXTERIOR WALLS DESIGNED FOR 120 MPH WINDS.
- WALL CLADDING DESIGNED FOR +15.5 PSF AND -20 PSF (+/- INDICATE POSITIVE / NEGATIVE PRESSURE (TYP)).
- ROOF CLADDING DESIGNED FOR +14.2 PSF AND -18 PSF FOR ROOF PITCHES 7/12 TO 12/12 AND +10 PSF AND -36 PSF FOR ROOF PITCHED 2.25/12 TO 7/12.
- INSTALL 7/16" OSB SHEATHING ON ALL EXTERIOR WALLS OF ALL STORES IN ACCORDANCE WITH SECTION R902.10.3 OF THE NRC, 2018 EDITION. SEE THE WALL BRACING NOTES AND DETAILS SHEET FOR MORE INFORMATION.
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- REFER TO NOTES AND DETAIL SHEETS FOR ADDITIONAL STRUCTURAL INFORMATION.

LEGEND	
CONT	CONTINUOUS
XJ	EXTRA JOIST
DJ	DOUBLE JOIST
TJ	TRIPLE JOIST
EA	EACH
FDN	FOUNDATION
FTG	FOOTING
OC	ON CENTER
SPF	SPRUCE PINE FIR
SYP	SOUTHERN YELLOW PINE
TRTD	PRESSURE TREATED
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE



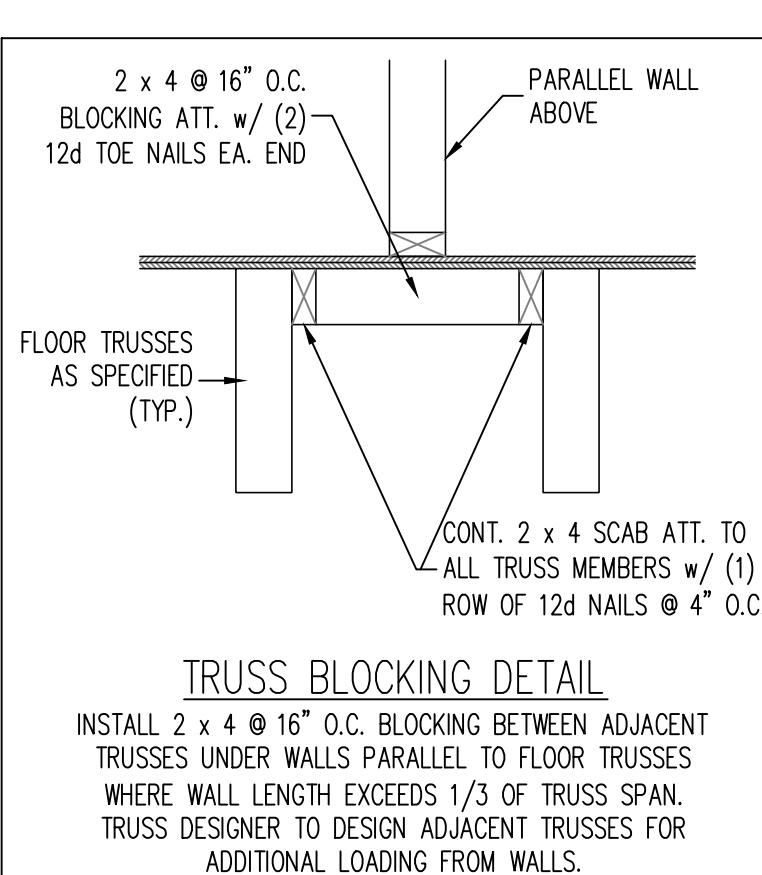
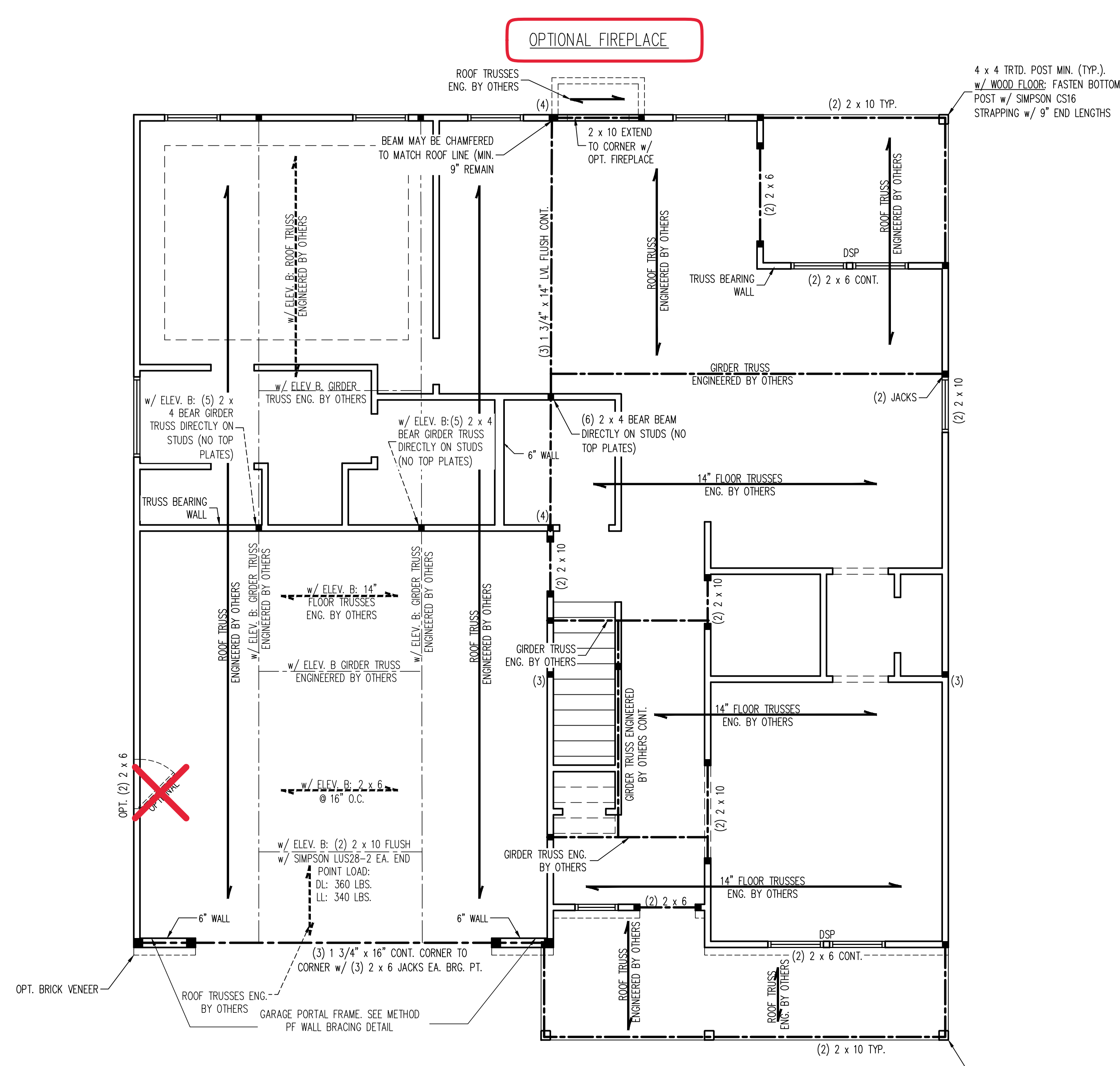
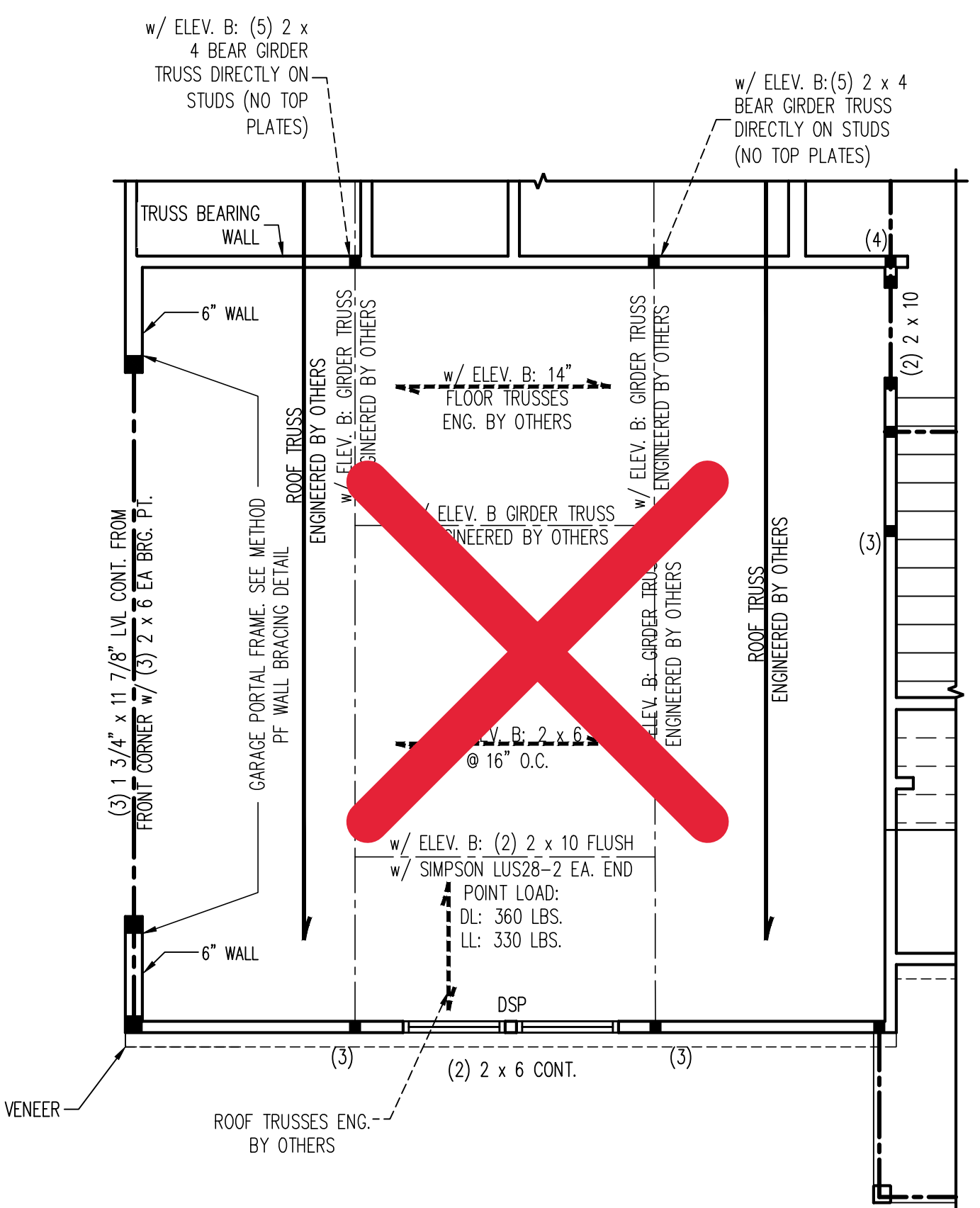
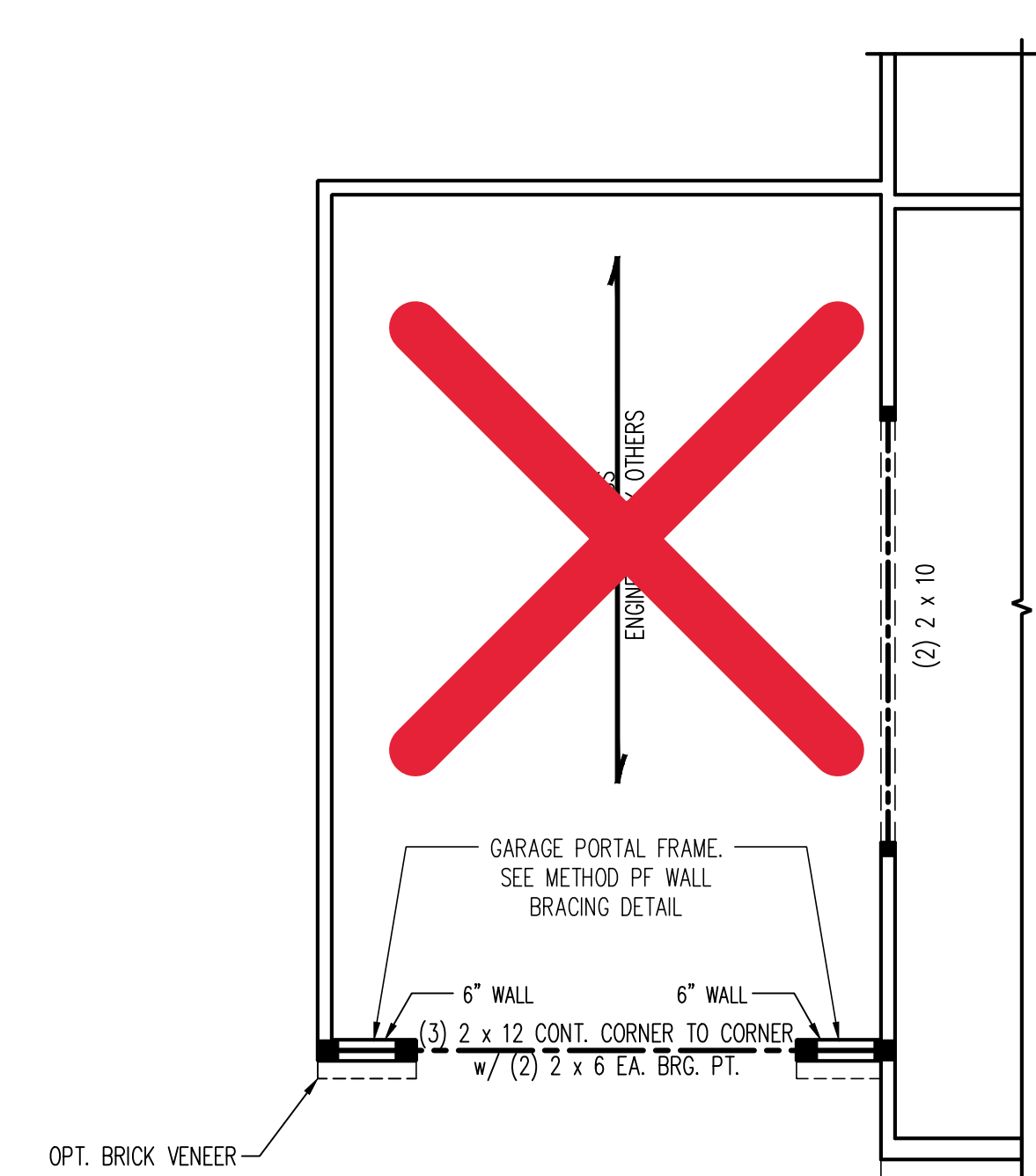
8/27/2024

**J.S. THOMPSON**  
ENGINEERING, INC.  
333 EAST SIX FORKS ROAD, SUITE 180 RALEIGH, NC 27609  
PHONE: (919) 789-9919 FAX: (919) 789-9921  
N.C. LICENSE NO.: C-1733

**KINGSTON**  
BEN STOUT CONSTRUCTION

DATE: AUGUST 27, 2024
SCALE: 1/4" = 1'-0"
DRAWN BY: K&A HOME DESIGN
ENGINEERED BY: JAG

S-1b  
MONO SLAB  
FOUNDATION PLAN



- BRACED WALL DESIGN NOTES:**
- BRACED WALL DESIGN PER SECTION R602.10.5 "WALL BRACING BY ENGINEERED DESIGN" OF THE NCR 2018 EDITION USING BRACING MATERIALS AND METHODS LISTED IN TABLE R602.10.1 ALONG WITH ALTERNATIVE MATERIALS AND METHODS THAT COMPLY WITH ACCEPTED ENGINEERING PRACTICE. BRACED WALL DESIGN IS NOT PRESCRIPTIVE.
  - SHEATH ALL EXTERIOR WALLS w/ 7/16" OSB TO PROVIDE CS-WSP WALL BRACING THAT WILL BRACE THE STRUCTURE FOR ALL LATERAL LOADS AS REQUIRED BY THE NCR 2018 EDITION.
  - CS-WSP REFERS TO "CONTINUOUSLY SHEATHED WOOD STRUCTURAL PANELS." CONTRACTOR IS TO INSTALL 7/16" OSB ON ALL EXTERIOR WALLS ATTACHED w/ 8d NAILS SPACED 6" O.C. ALONG PANEL EDGES AND 12" O.C. IN THE FIELD.
  - GB REFERS TO "GYPSUM BOARD." CONTRACTOR IS TO INSTALL 1/2" (MIN.) GYPSUM BOARD ON BOTH SIDES OF WALL WHERE NOTED ON THE PLANS ATTACHED WITH 1 1/4" LONG #6 SCREWS OR 1 5/8" LONG 5d COOLER NAILS SPACED 7" O.C. ALONG PANEL EDGES AND IN THE FIELD.
  - BRACED WALL DESIGN APPLIED IN WIND ZONES UP TO 130 MPH. FOR HIGH WIND ZONES, BRACED WALLS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH CHAPTER 45 OF THE NCR 2018 EDITION.
  - SEE NOTES AND DETAIL SHEETS FOR ADDITIONAL BRACED WALL INFORMATION.

- STRUCTURAL NOTES:**
- ALL FRAMING LUMBER TO BE SPF #2 (UNO). ALL TREATED LUMBER TO BE SYP #2 (UNO).
  - ALL LOAD BEARING HEADERS TO BE (2) 2 x 6 SPF #2 OR SYP #2 (KILN DRIED) (UNO). HEADERS HAVE BEEN DESIGNED BASED ON CALCULATED LOADS. CODE TABLES HAVE NOT BEEN USED.
  - INSTALL 2 x 4 @ 16" O.C. BLOCKING BETWEEN ADJACENT TRUSSES UNDER WALLS PARALLEL TO FLOOR TRUSSES WHERE WALL LENGTH EXCEEDS 1/3 OF TRUSS SPAN (SEE DETAIL THIS SHEET). TRUSS DESIGNER TO DESIGN ADJACENT TRUSSES FOR ADDITIONAL LOADING FROM WALLS.
  - WINDOW AND DOOR HEADERS TO BE SUPPORTED w/ (1) JACK STUD AND (1) KING STUD EA. END (UNO). SEE TABLE R602.7.5 FOR ADDITIONAL KING STUD REQUIREMENTS.
  - SQUARES DENOTE POINT LOADS WHICH REQUIRE SOLID BLOCKING TO GIRDER OR FOUNDATION. ALL SQUARES TO BE (2) STUDS (UNO).
  - ALL 4 x 4 POSTS SHALL BE ANCHORED TO SLABS w/ SIMPSON ABU44 POST BASES (OR EQUAL) AND 6 x 6 POSTS w/ ABU66 POST BASES (OR EQUAL) (UNO). ALL 4 x 4 AND 6 x 6 POSTS TO BE INSTALLED WITH 700 LB CAPACITY UPLIFT CONNECTORS AT TOP (UNO). FOR FIBERGLASS, ALUMINUM, OR COLUMN ENG. BY OTHERS, SECURE TO SLAB w/ (2) METAL ANGLES USING 2" CONC. SCREWS. FASTEN ANGLES TO COLUMNS w/ 1/4" THROUGH BOLTS w/ NUTS AND WASHERS. LOCATE ANGLES ON OPPOSITE SIDES OF COLUMN. THROUGH BOLTS MUST BE INSTALLED PRIOR TO SETTING COLUMN.
  - REFER TO NOTES AND DETAIL SHEETS FOR ADDITIONAL STRUCTURAL INFORMATION.

TABLE R602.7.5  
MINIMUM NUMBER OF FULL HEIGHT KING STUDS AT EACH END OF HEADERS IN EXTERIOR WALLS

HEADER SPAN (FEET)	MINIMUM NUMBER OF FULL HEIGHT STUDS (KINGS)
UP TO 3'	1
> 3' TO 6'	2
> 6' TO 9'	3
> 9' TO 12'	4
> 12' TO 15'	5

**LEGEND**

CONT	CONTINUOUS
XJ	EXTRA JOIST
DJ	DOUBLE JOIST
TJ	TRIPLE JOIST
EA	EACH
( )	NUMBER OF STUDS
DSP	DOUBLE STUD POCKET
TSP	TRIPLE STUD POCKET
OC	ON CENTER
SPF	SPRUCE PINE FIR
SYP	SOUTHERN YELLOW PINE
TRTD	PRESSURE TREATED
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE

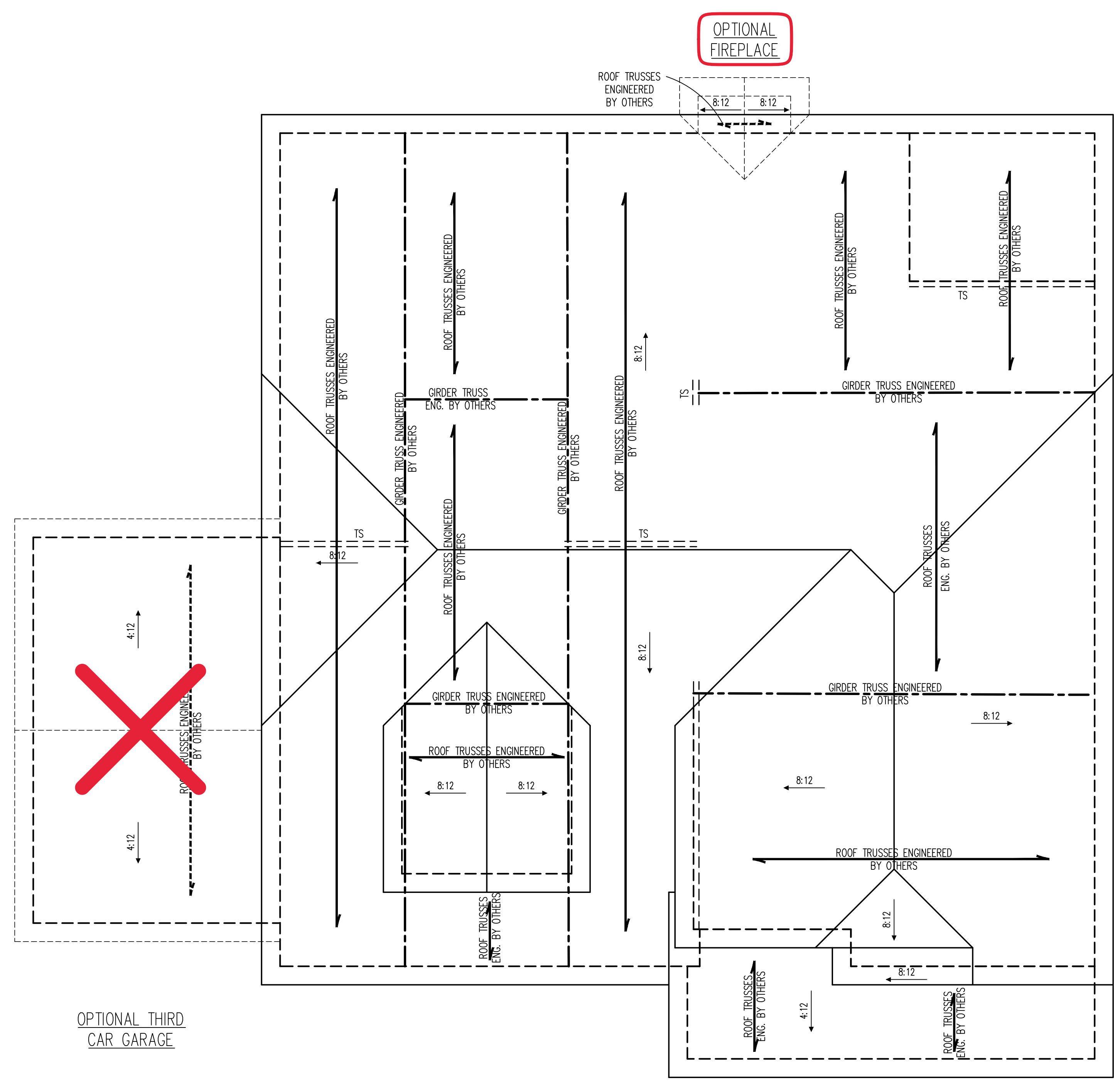


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 N.C. LICENSE NO.: C-1733

**KINGSTON BEN STOUT CONSTRUCTION**

DATE: AUGUST 27, 2024  
 SCALE: 1/4" = 1'-0"  
 DRAWN BY: K&A HOME DESIGN  
 ENGINEERED BY: JAG





ELEVATION B

- STRUCTURAL NOTES:**
1. ALL FRAMING LUMBER TO BE #2 SPF (UNO).
  2. CIRCLES DENOTE (3) 2 x 4 POSTS FOR ROOF SUPPORT.
  3. FRAME DORMER WALLS ON TOP OF DOUBLE OR TRIPLE RAFTERS.
  4. HIP SPLICES ARE TO BE SPACED A MIN. OF 8'-0". FASTEN MEMBERS WITH THREE ROWS OF 12d NAILS @ 16" O.C. (TYP.)
  5. STICK FRAME OVER-FRAMED ROOF SECTIONS W/ 2 x 8 RIDGES, 2 x 6 RAFTERS @ 16" O.C. AND FLAT 2 x 10 VALLEYS OR USE VALLEY TRUSSES.
  6. FASTEN FLAT VALLEYS TO RAFTERS OR TRUSSES WITH SIMPSON H2.5A HURRICANE TIES @ 32" O.C. MAX. PASS HURRICANE TIES THROUGH NOTCH IN ROOF SHEATHING. EACH RAFTER IS TO BE FASTENED TO THE FLAT VALLEY WITH A MIN. OF (6) 12d TOE NAILS.
  7. REFER TO SECTION R802.11 OF THE 2018 NRC FOR REQUIRED UPLIFT RESISTANCE AT RAFTERS AND TRUSSES.
  8. REFER TO NOTES AND DETAIL SHEETS FOR ADDITIONAL STRUCTURAL INFORMATION.

NOTE: REFER TO ARCHITECTURAL DRAWINGS FOR ROOF PITCHES, PLATE HEIGHTS, DIMENSIONS, OVERHANG WIDTHS, AND ATTIC VENT CALCS.

LEGEND	
XT	EXTRA TRUSS
TS	TRUSS SUPPORT
XR	EXTRA RAFTER
RS	RAFTER SUPPORT
CONT	CONTINUOUS
EA	EACH
OC	ON CENTER
SPF	SPRUCE PINE FIR
SYP	SOUTHERN YELLOW PINE
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE

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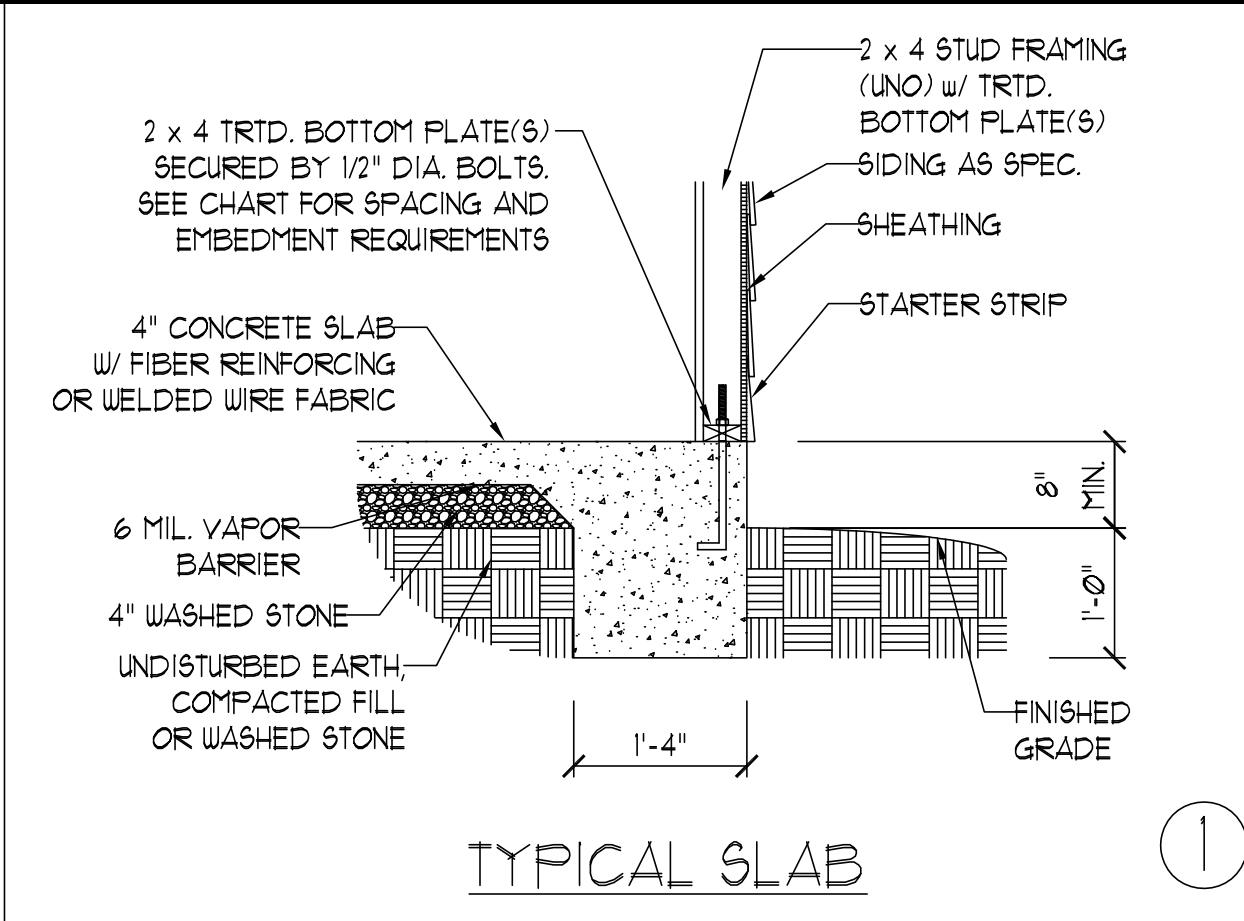
**KINGSTON  
BEN STOUT CONSTRUCTION**

DATE: AUGUST 27, 2024  
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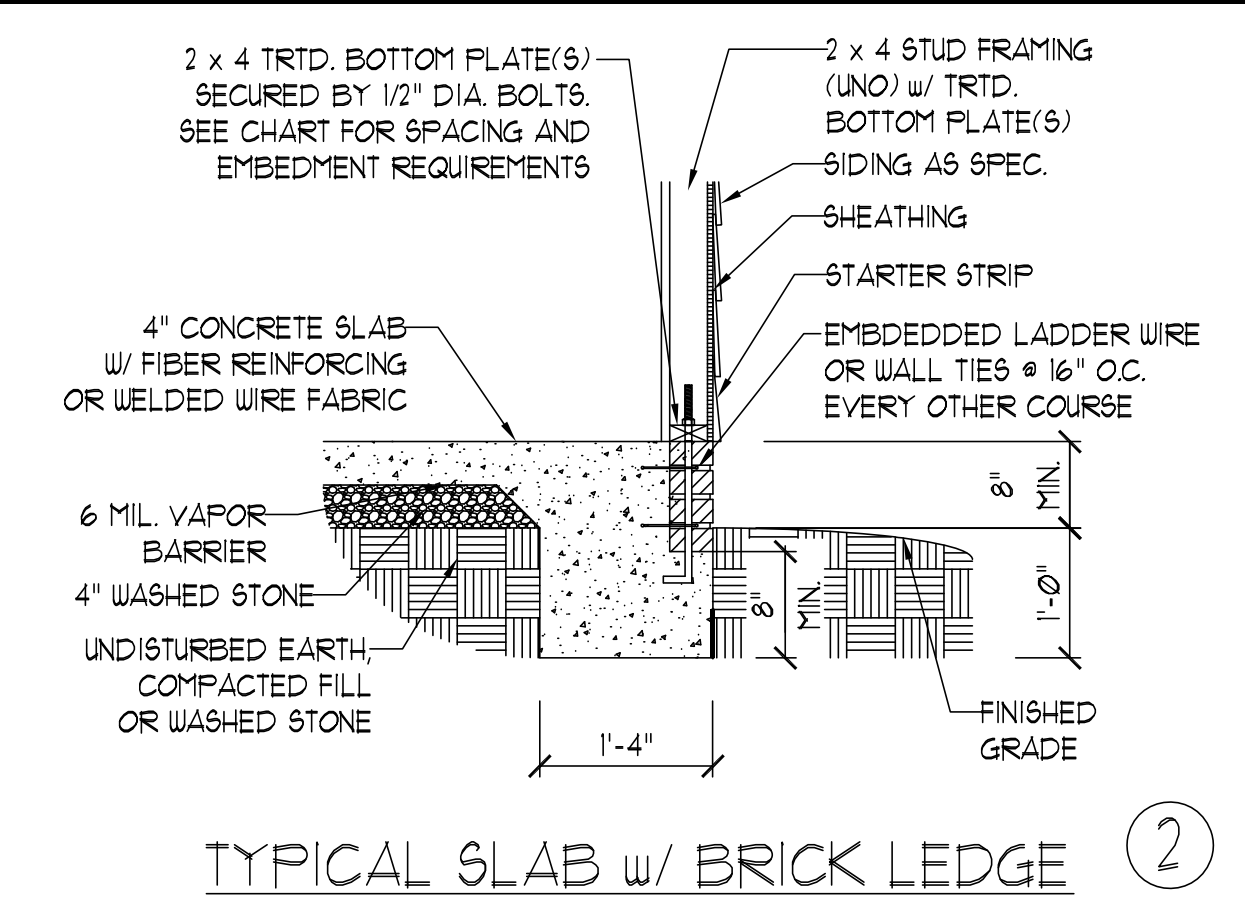


S4b  
ROOF FRAMING  
PLAN

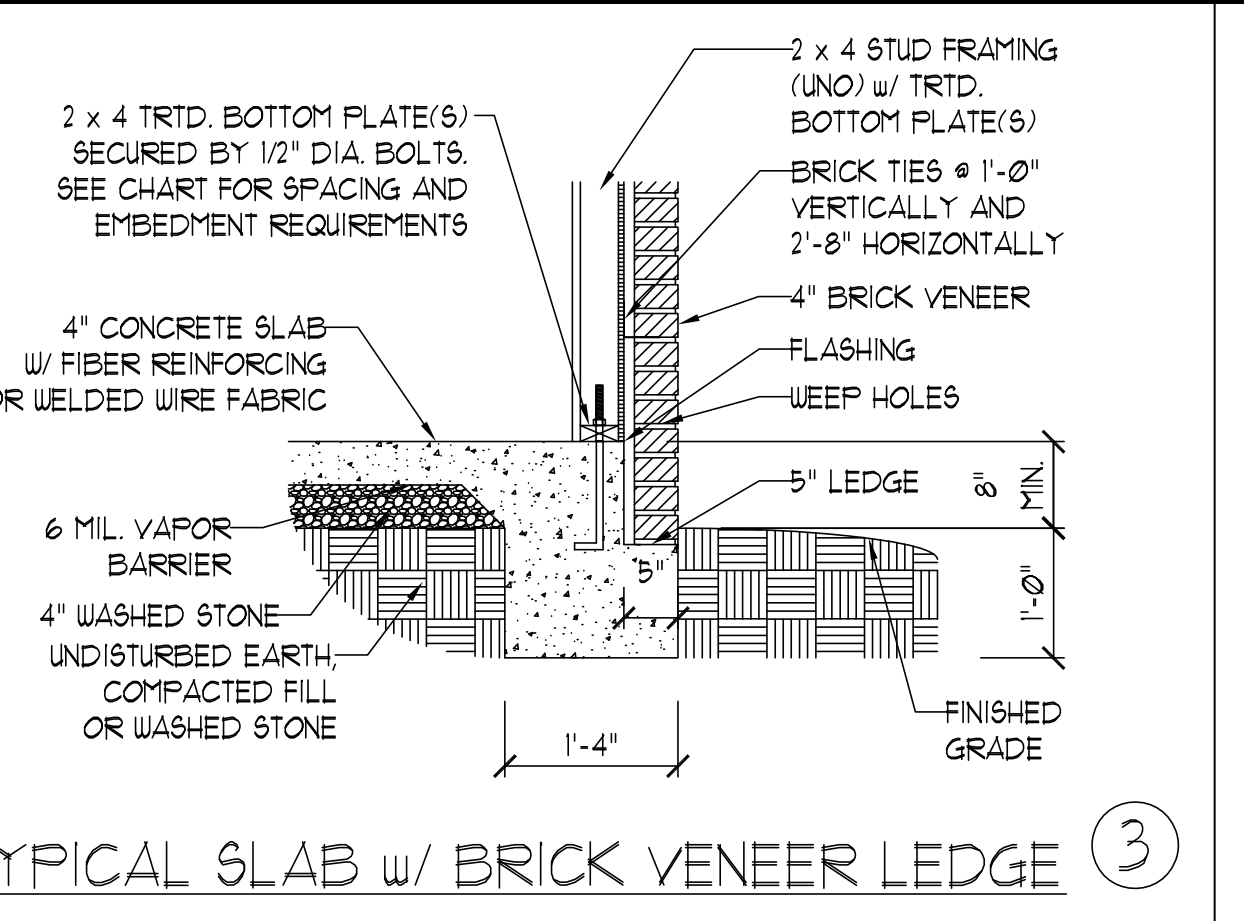
8/27/2024



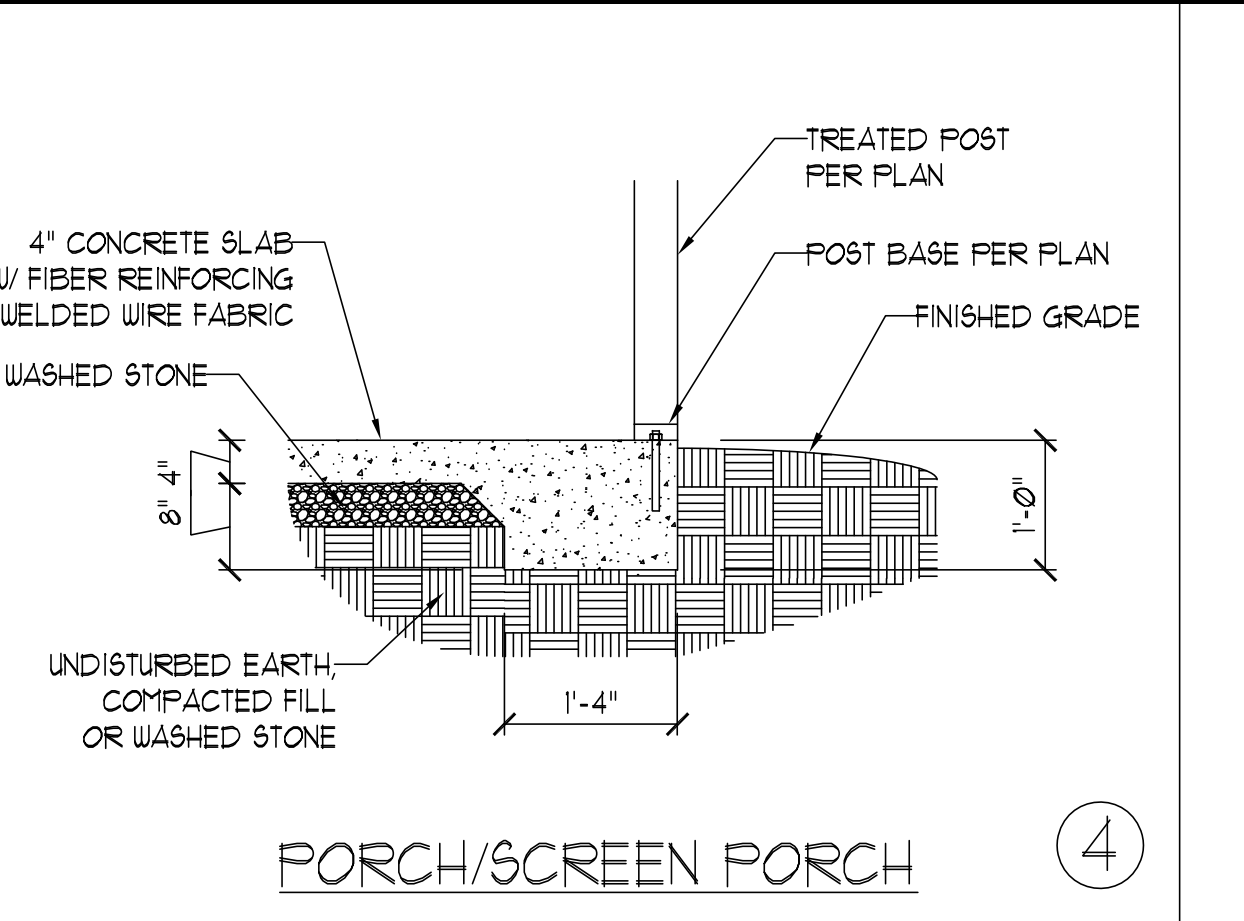
TYPICAL SLAB ①



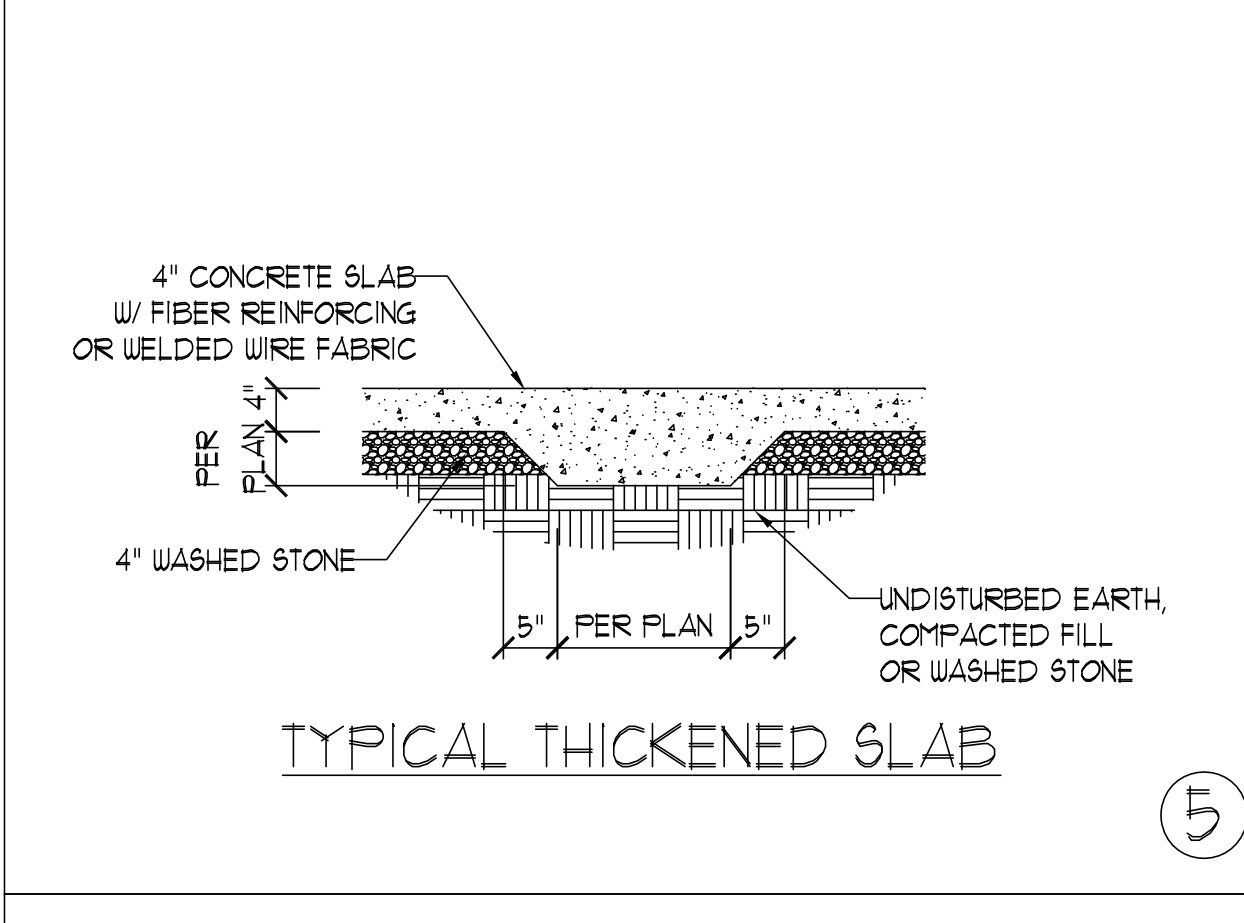
TYPICAL SLAB w/ BRICK LEDGE ②



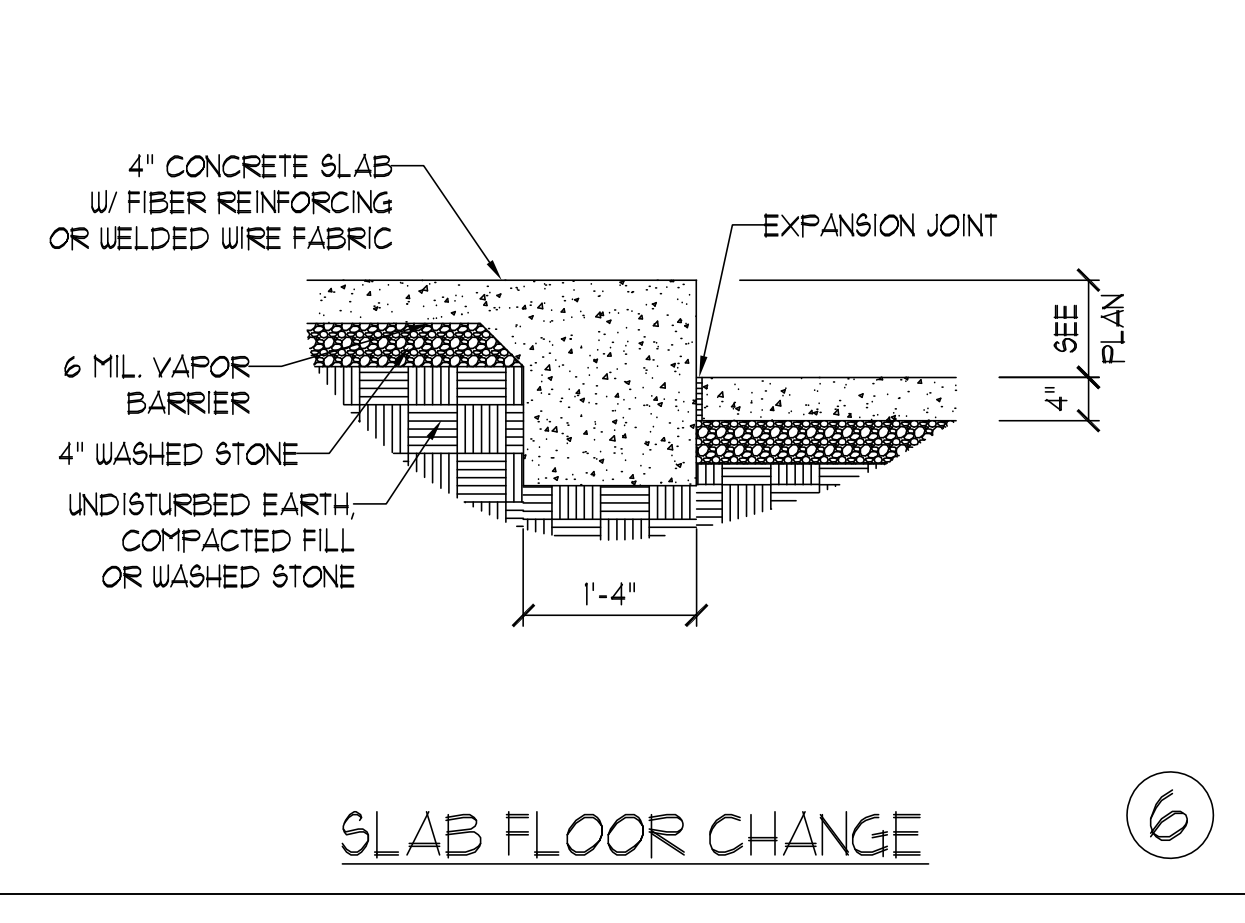
TYPICAL SLAB w/ BRICK VENEER LEDGE ③



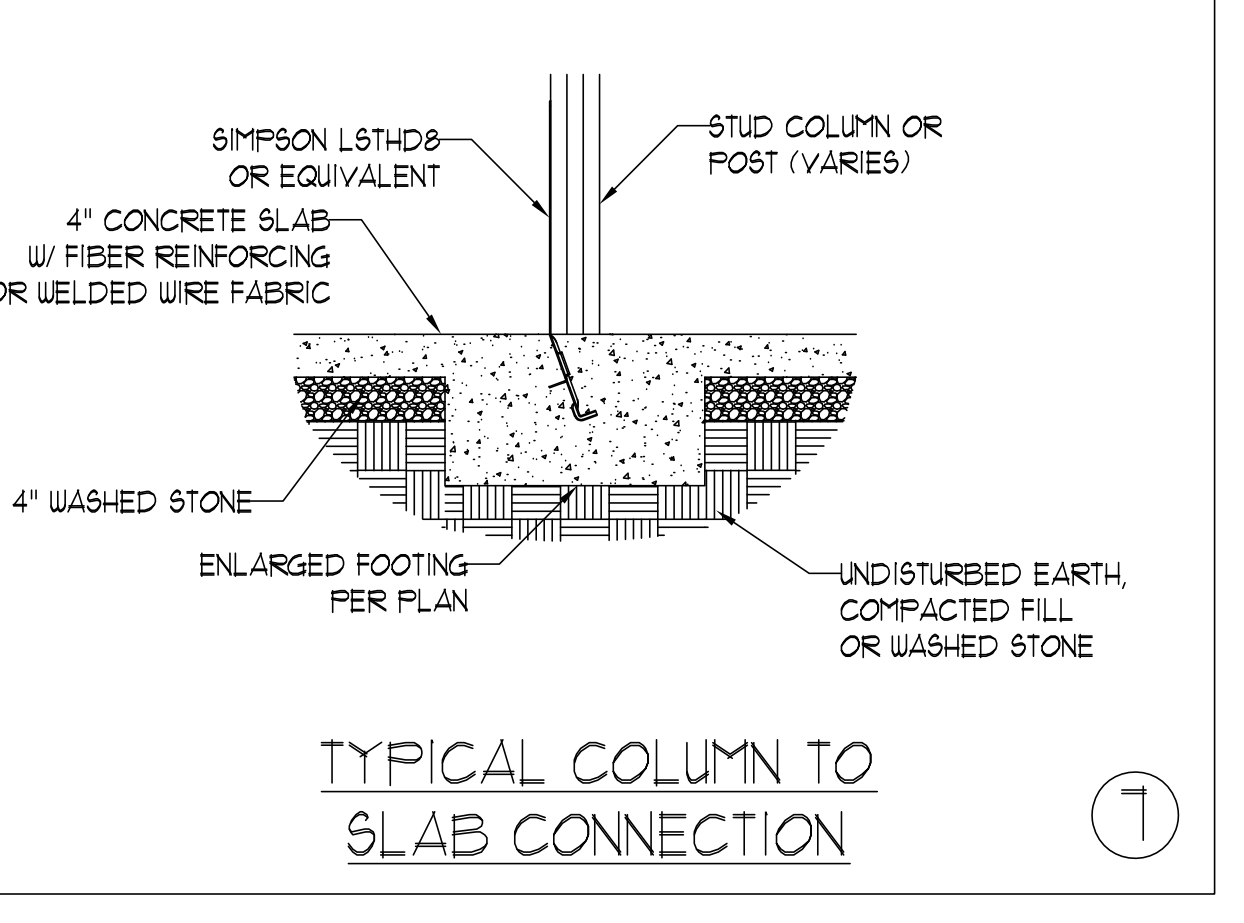
PORCH/SCREEN PORCH ④



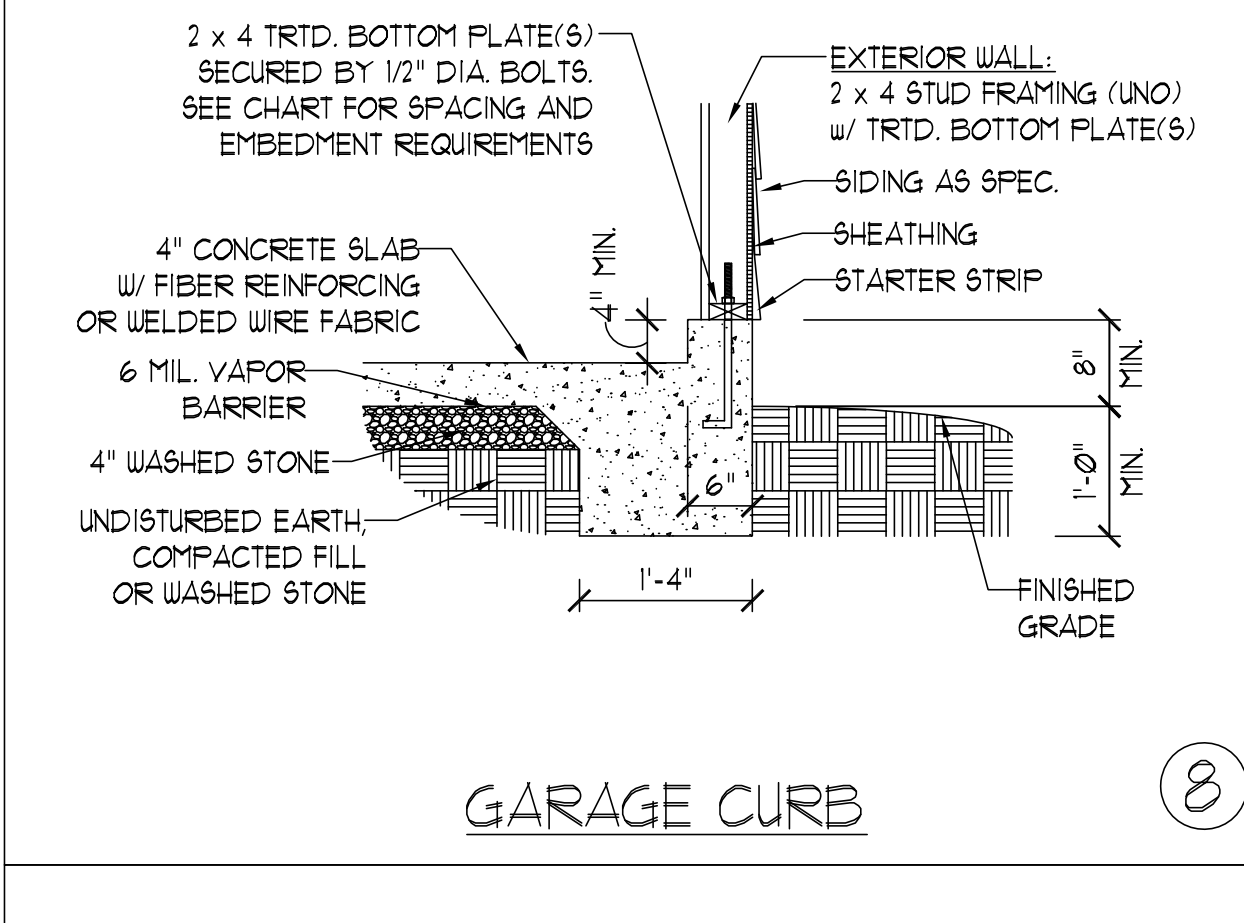
TYPICAL THICKENED SLAB ⑤



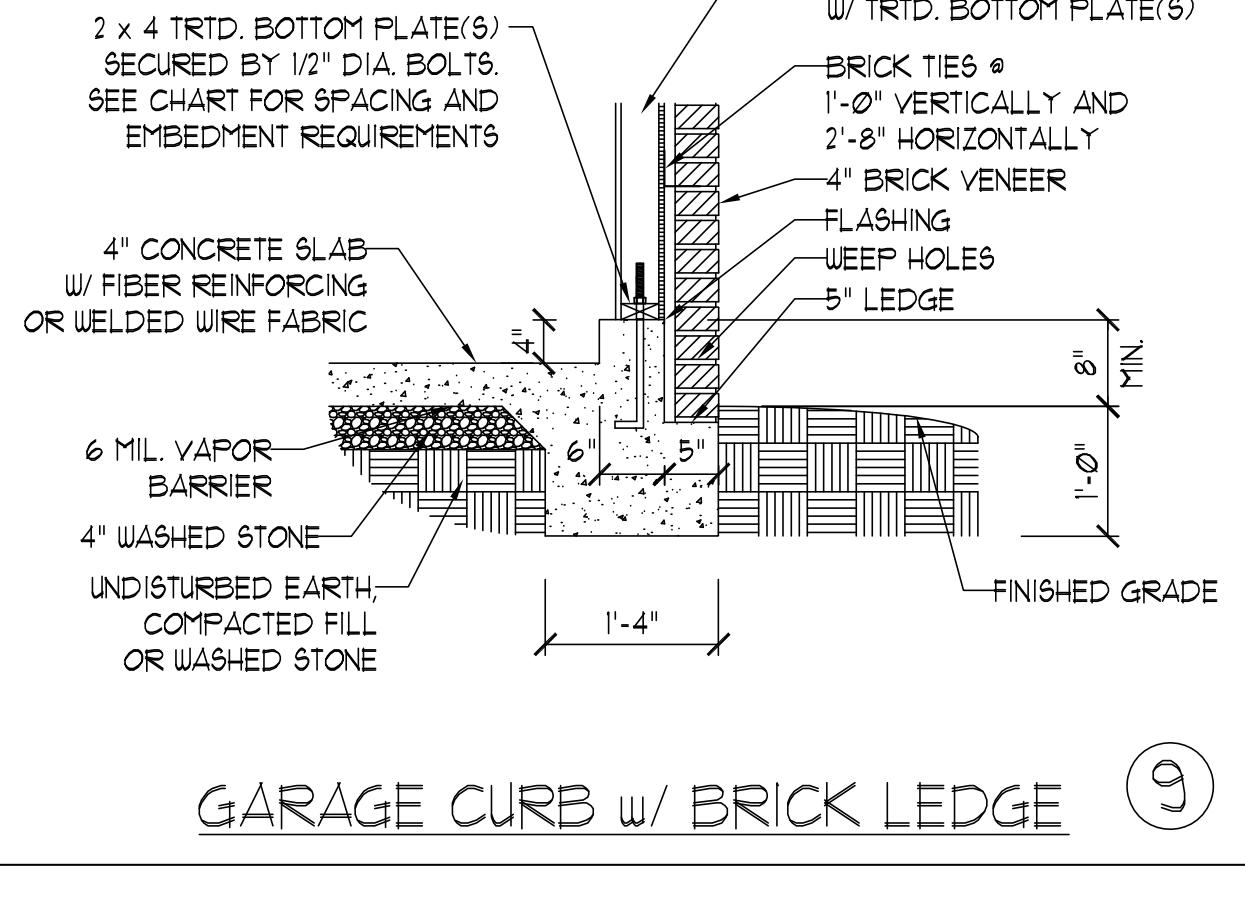
SLAB FLOOR CHANGE ⑥



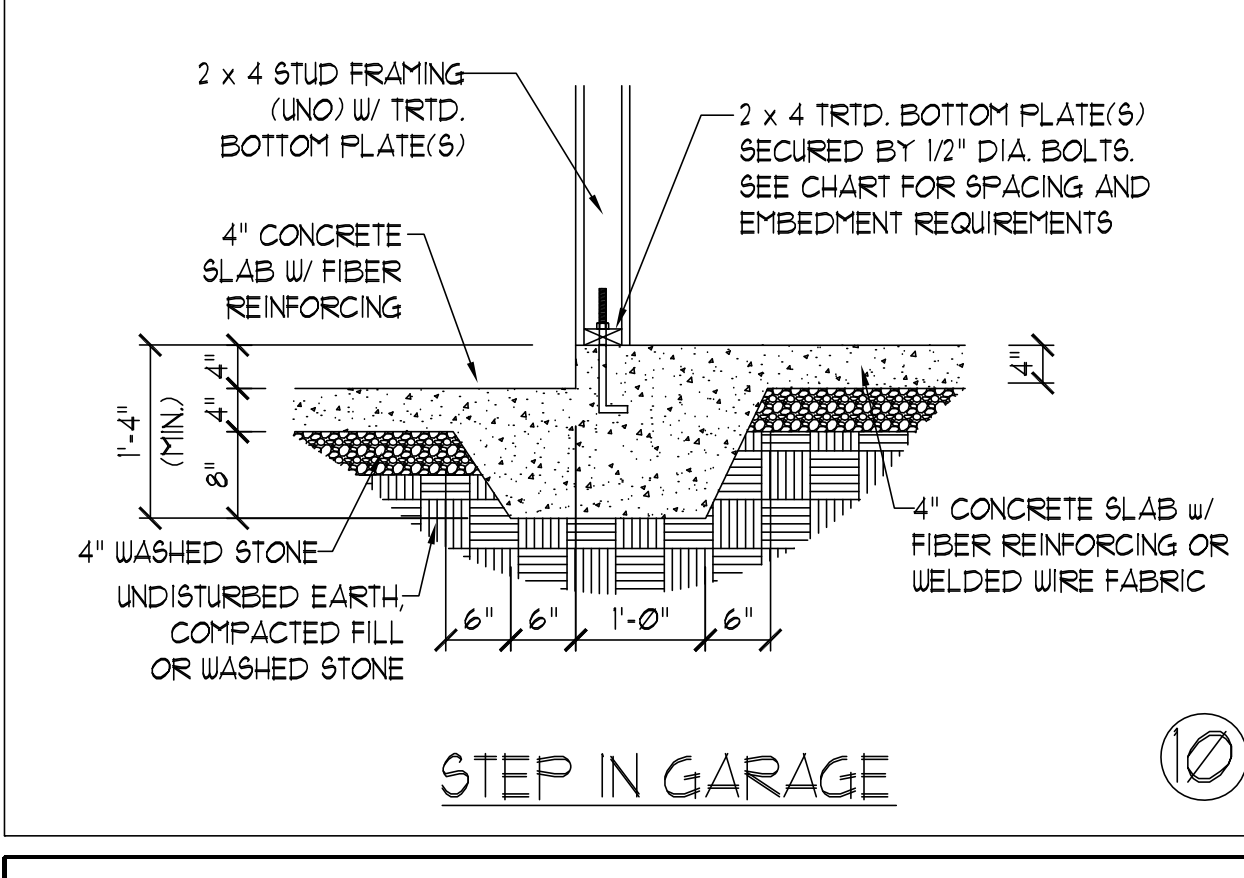
TYPICAL COLUMN TO SLAB CONNECTION ⑦



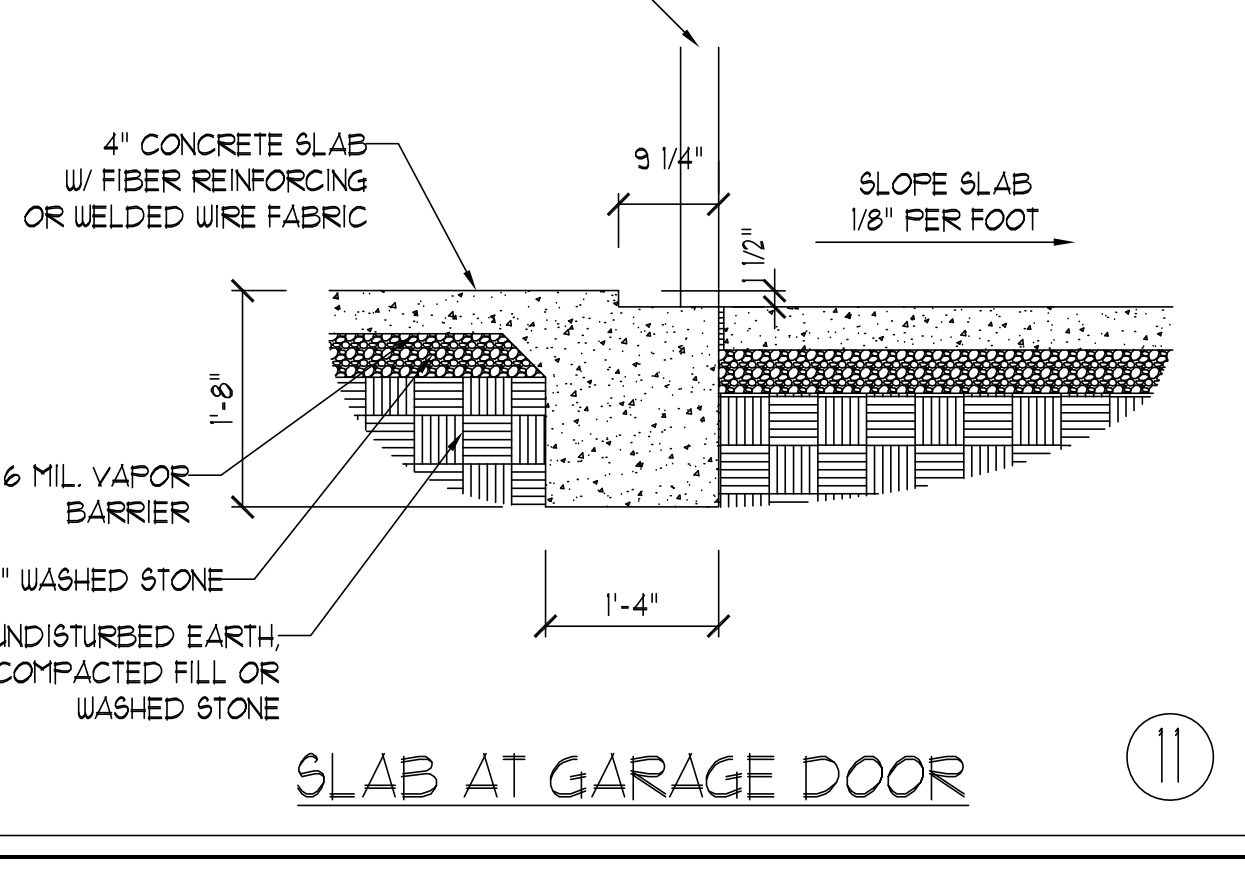
GARAGE CURB ⑧



GARAGE CURB w/ BRICK LEDGE ⑨



STEP IN GARAGE ⑩



SLAB AT GARAGE DOOR ⑪

ANCHOR SPACING AND EMBEDMENT		
WIND ZONE	120 MPH	130 MPH
SPACING	6'-0" O.C. INSTALL MIN. (2) ANCHORS PER PLATE SECTION AND (1) ANCHOR WITHIN 12" OF CORNERS	4'-0" O.C. INSTALL MIN. (2) ANCHORS PER PLATE SECTION AND (1) ANCHOR WITHIN 12" OF CORNERS
EMBEDMENT	7"	15" INTO MASONRY 7" INTO CONCRETE

NOTE:  
 THREADED ROD WITH EPOXY, SIMPSON TITEN HD, OR APPROVED ANCHORS SPACED AS REQUIRED TO PROVIDE EQUIVALENT ANCHORAGE TO 1/2" DIAMETER ANCHOR BOLTS MAY BE USED IN LIEU OF 1/2" ANCHOR BOLTS.

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MONOLITHIC SLAB FOUNDATION DETAILS

SEAL 33736  
 ENGINEER  
 MATTHEW G. STROTHER  
 8/27/2024

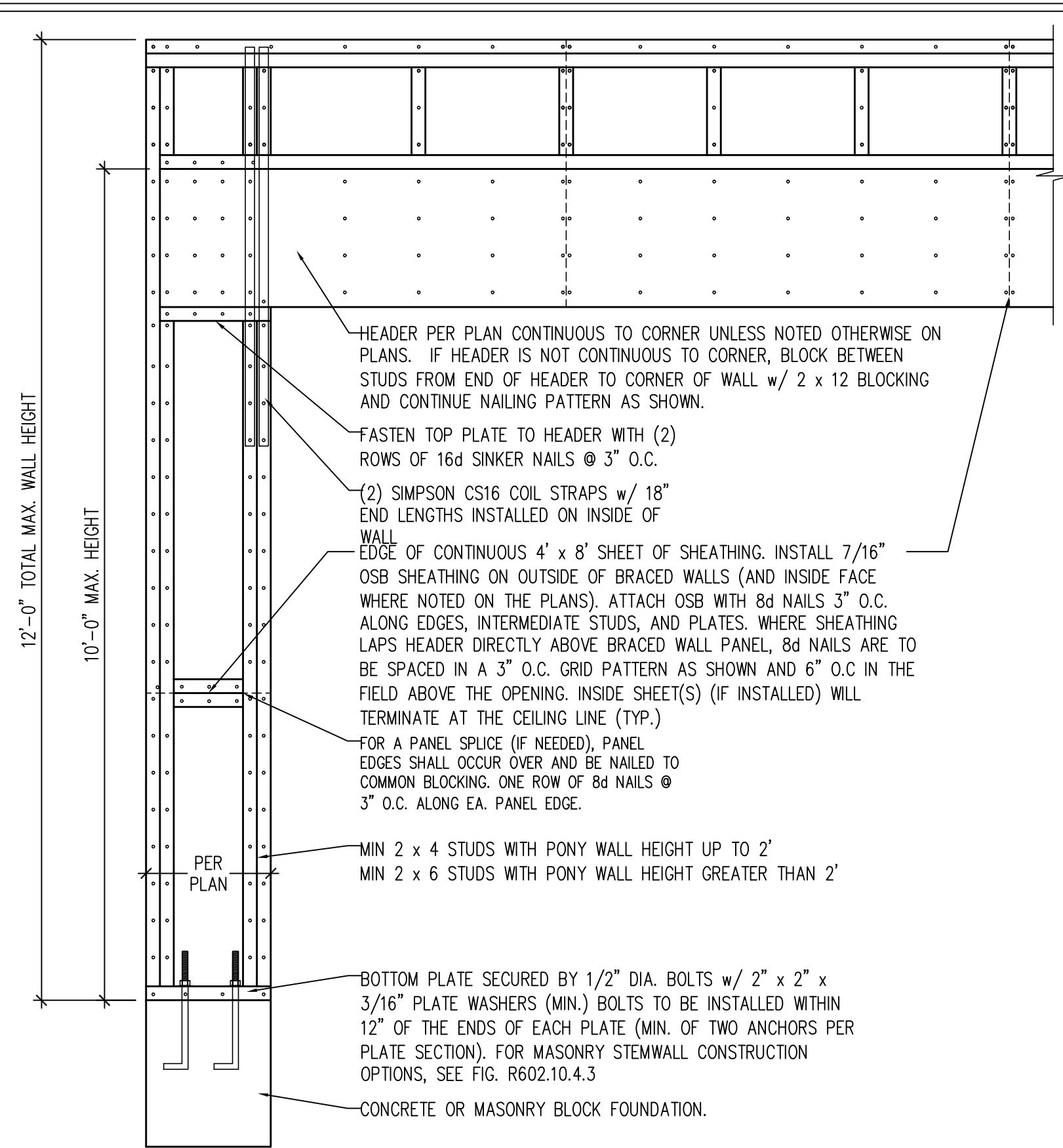
DATE: AUGUST 30, 2022  
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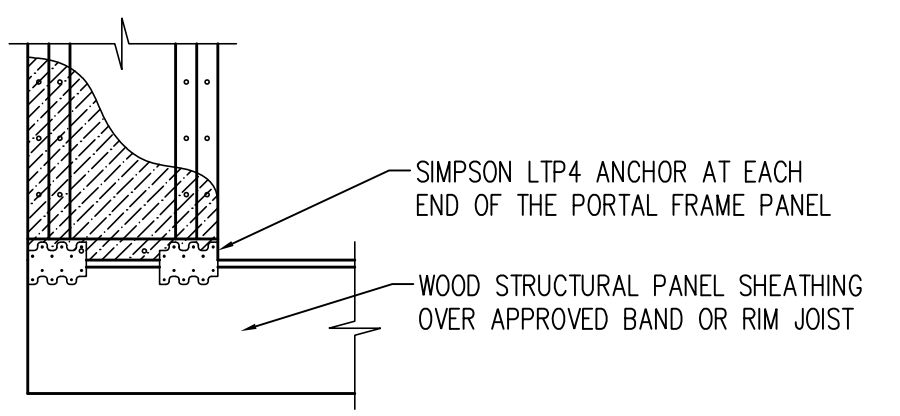
FOUNDATION DETAILS

**GENERAL WALL BRACING NOTES:**

1. WALL BRACING DESIGNED IN ACCORDANCE WITH CHAPTER 6 OF THE 2018 NC RESIDENTIAL BUILDING CODE (NRC). TABLES AND FIGURES REFERENCED ARE FROM THE 2018 NRC.
2. SEE THIS SHEET FOR GENERAL DETAILS. REFER TO THE 2018 NRC FOR ADDITIONAL INFORMATION AS NEEDED.
3. BRACED EXTERIOR WALLS SUPPORTING ROOF TRUSSES AND RAFTERS, INCLUDING STORIES BELOW THE TOP FLOOR, HAVE BEEN DESIGNED PER R602.3.5 (3). WALL SHEATHING AND FASTENERS HAVE BEEN DESIGNED TO RESIST COMBINED UPLIFT AND SHEAR FORCES IN ACCORDANCE WITH ACCEPTED ENGINEERED PRACTICE.
4. SEE STRUCTURAL SHEETS FOR BRACED WALL LOCATIONS, DIMENSIONS, HOLD DOWN TYPE AND LOCATIONS, BRACED WALL LINE KEY WITH WALL DESIGN SUMMARY OF REQUIRED/PROVIDED TOTALS FOR EACH WALL LINE AND ANY SPECIAL NOTES OR REQUIREMENTS.
5. ALL EXTERIOR WALLS ARE TO BE SHEATHED WITH CS-WSP IN ACCORDANCE WITH SECTION R602.10.3 UNLESS NOTED OTHERWISE.
6. ALL EXTERIOR AND INTERIOR WALLS TO HAVE 1/2" GYPSUM INSTALLED. WHEN NOT USING METHOD "GB", GYPSUM TO BE FASTENED PER TABLE R702.3.5. METHOD GB TO BE FASTENED PER TABLE R602.10.1
7. CS-WSP REFERS TO THE "CONTINUOUS SHEATHING - WOOD STRUCTURAL PANELS" WALL BRACING METHOD. 7/16" OSB SHEATHING IS TO BE INSTALLED ON ALL EXTERIOR WALLS ATTACHED w/ 6d COMMON NAILS OR 8d (2 1/2" LONG x 0.113" DIAMETER) NAILS SPACED 6" O.C. ALONG PANEL EDGES AND 12" O.C. IN THE FIELD (U.N.O.).
8. GB REFERS TO THE "GYPSUM BOARD" WALL BRACING METHOD. 1/2" (MIN.) GYPSUM WALL BOARD IS TO BE INSTALLED ON BOTH SIDES OF THE BRACED WALL FASTENED WITH 1 1/4" SCREWS OR 1 5/8" NAILS SPACED 7" O.C. ALONG PANEL EDGES INCLUDING TOP AND BOTTOM PLATES AND INTERMEDIATE SUPPORTS (U.N.O.). VERIFY ALL FASTENER OPTIONS FOR 1/2" AND 5/8" GYPSUM PRIOR TO CONSTRUCTION. FOR INTERIOR FASTENER OPTIONS SEE TABLE R702.3.5. FOR EXTERIOR FASTENER OPTIONS SEE TABLE R602.3(1). EXTERIOR GB TO BE INSTALLED VERTICALLY.
9. REQUIRED BRACED WALL LENGTH FOR EACH SIDE OF THE CIRCUMSCRIBED RECTANGLE ARE INTERPOLATED PER TABLE R602.10.3. METHOD CS-WSP CONTRIBUTES ITS ACTUAL LENGTH, METHOD GB CONTRIBUTES .5 ITS ACTUAL LENGTH, AND METHOD PF CONTRIBUTES 1.5 TIMES ITS ACTUAL LENGTH.

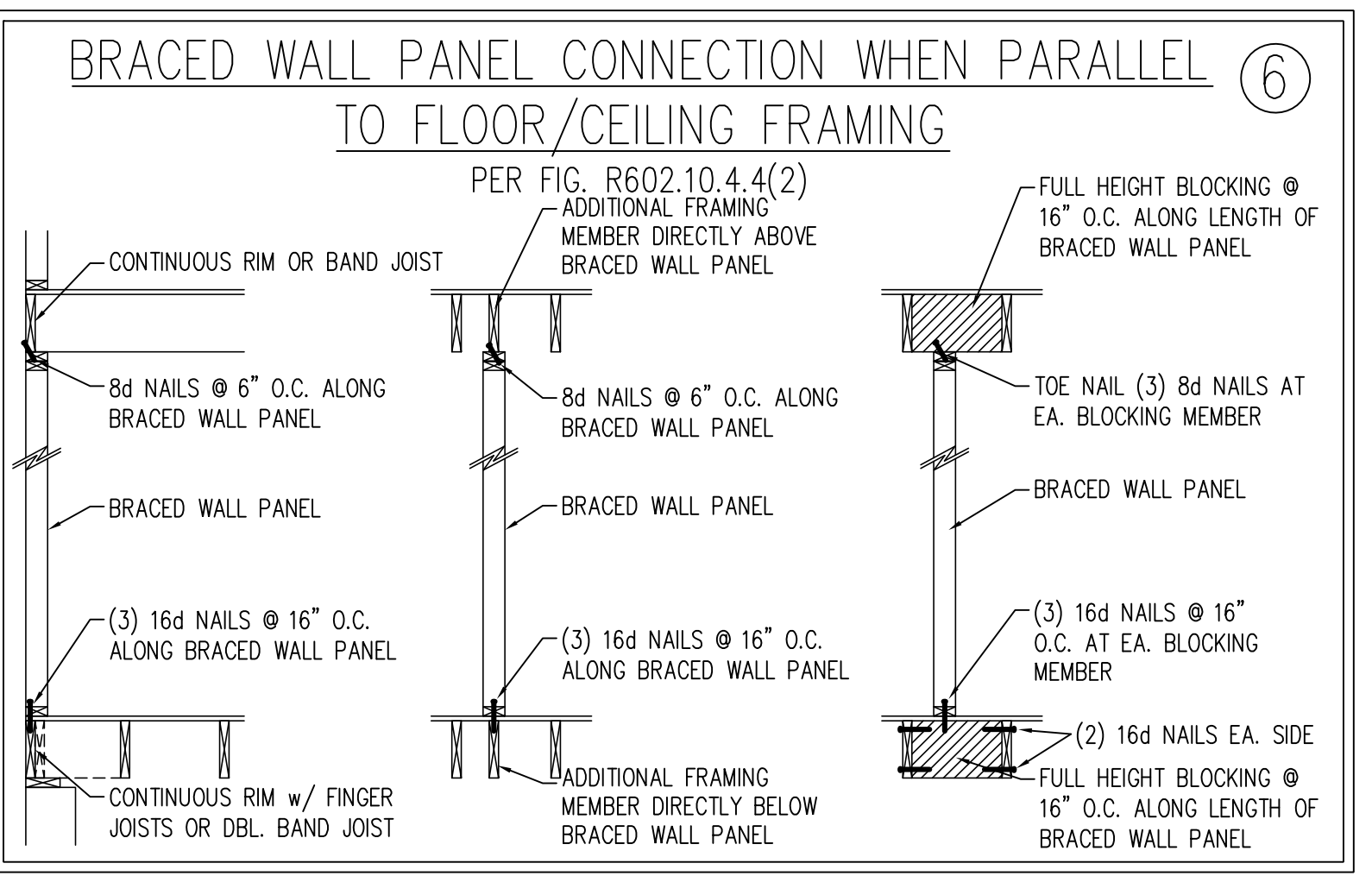
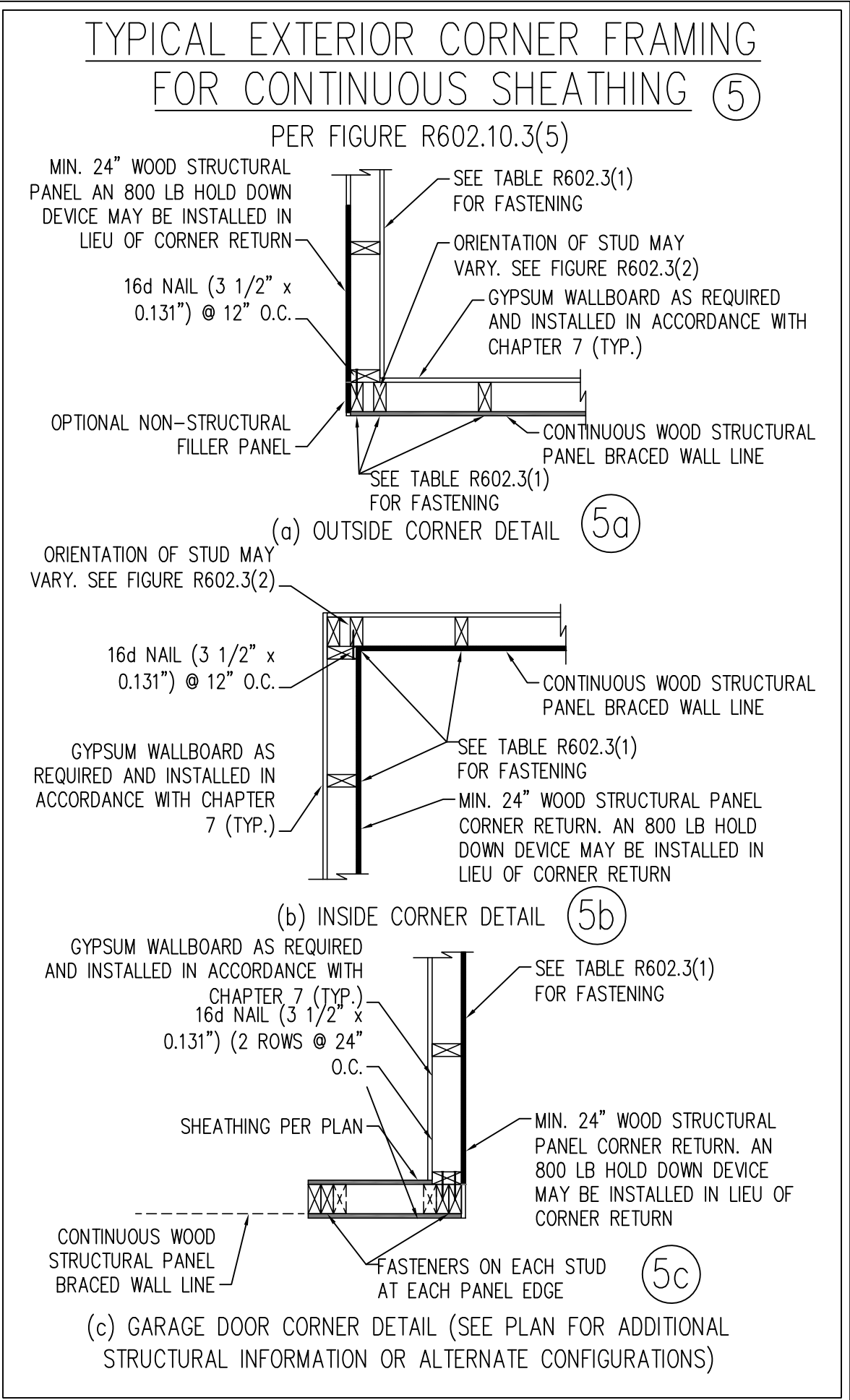
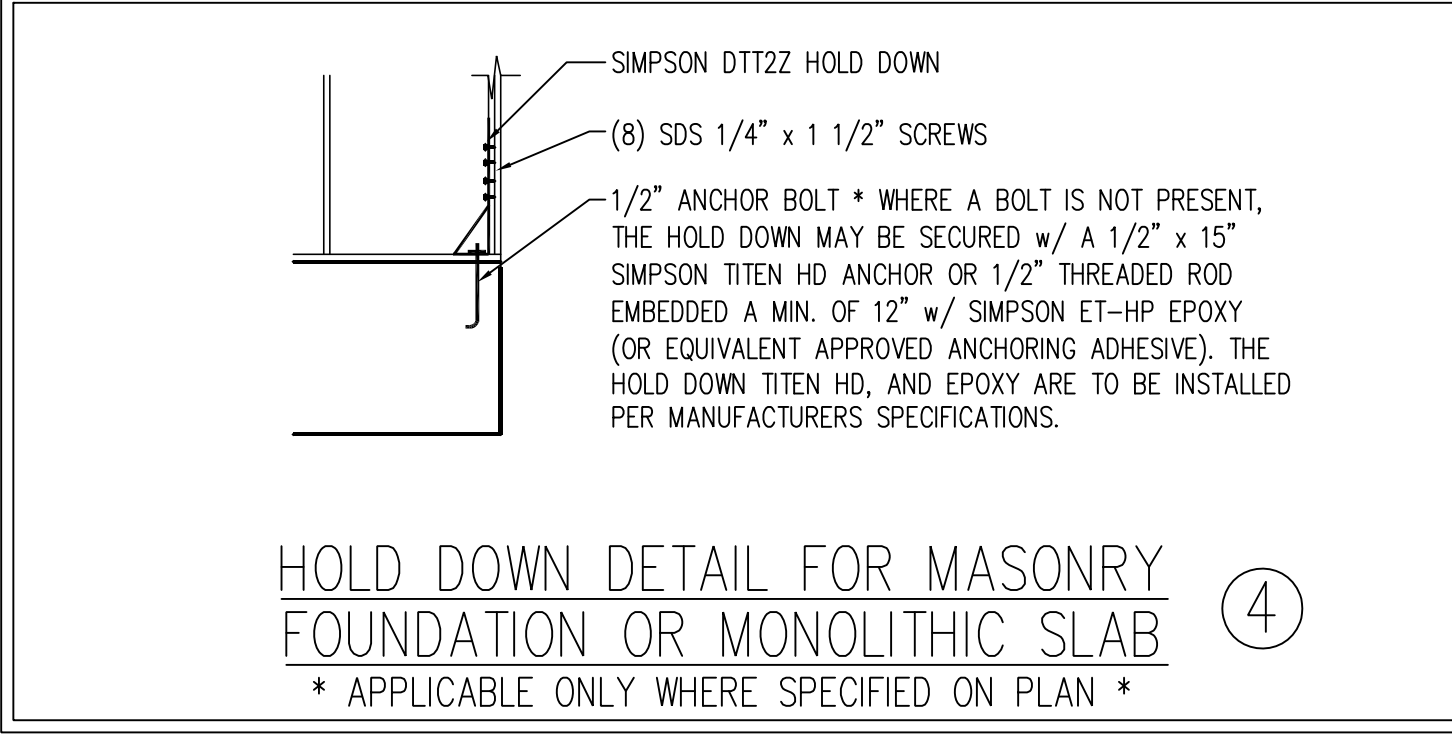
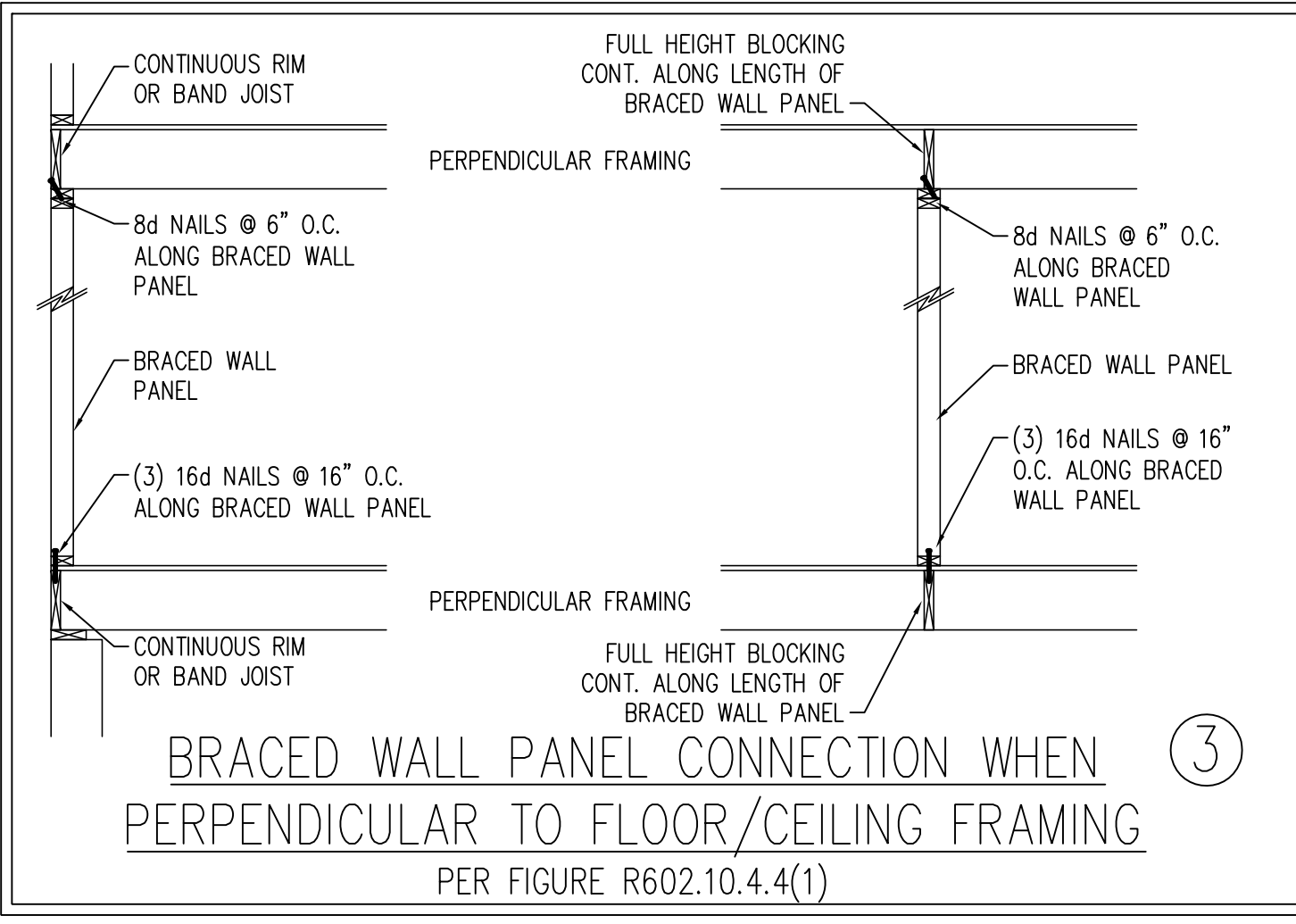
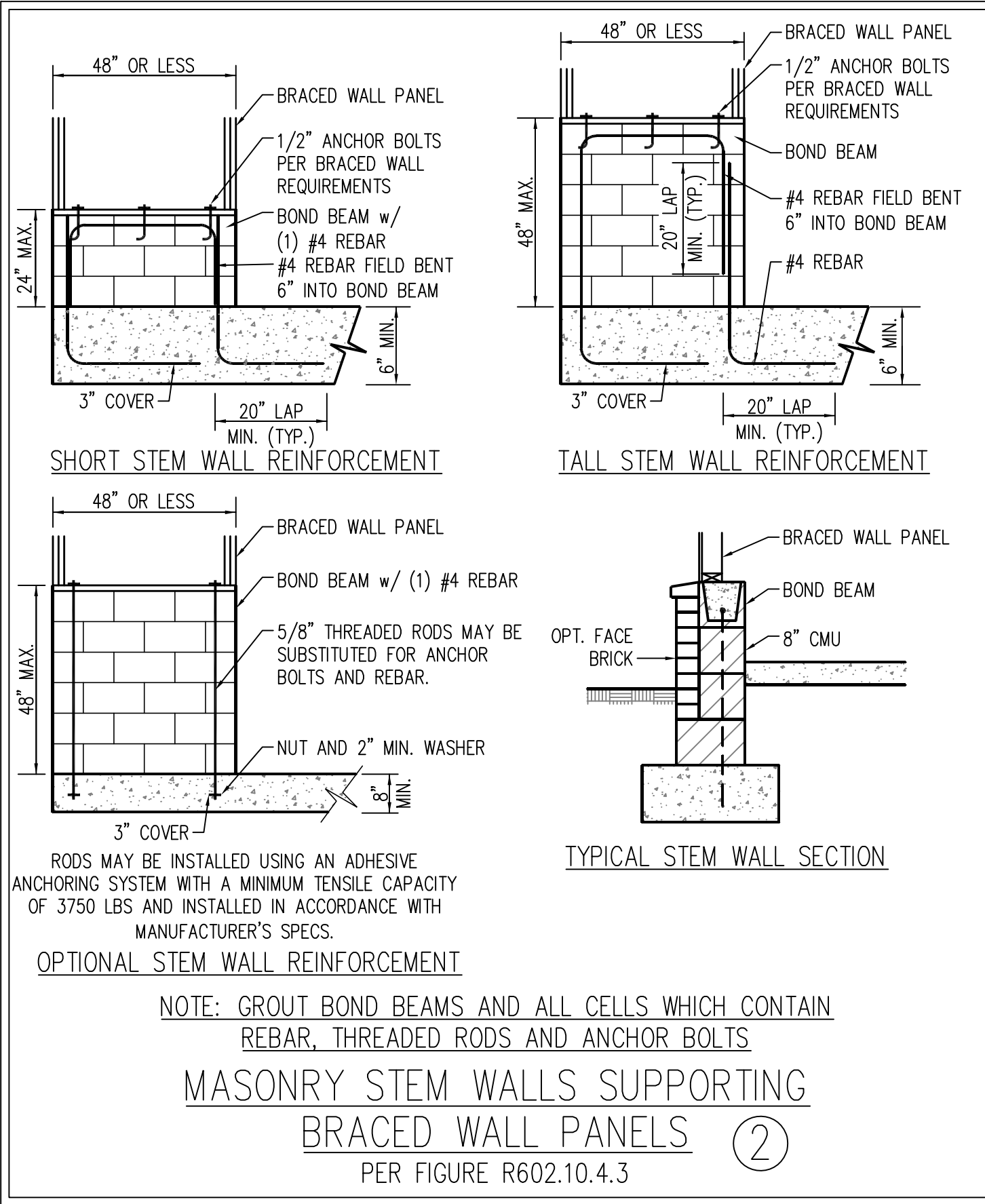


OVER CONCRETE OR MASONRY BLOCK FOUNDATION

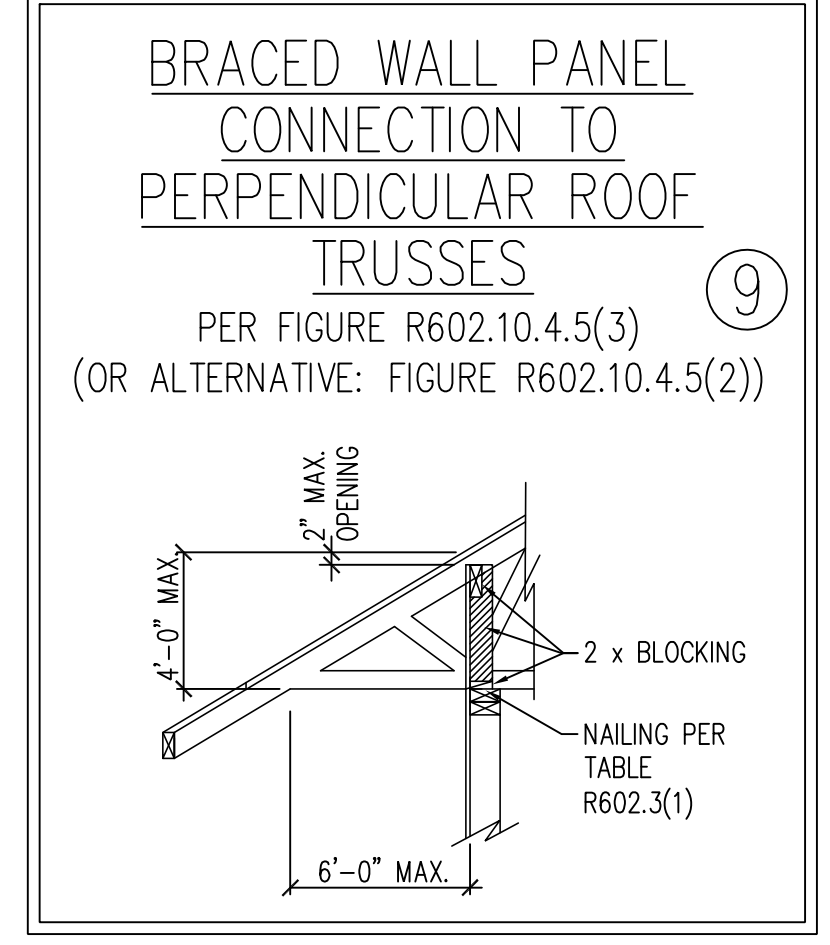
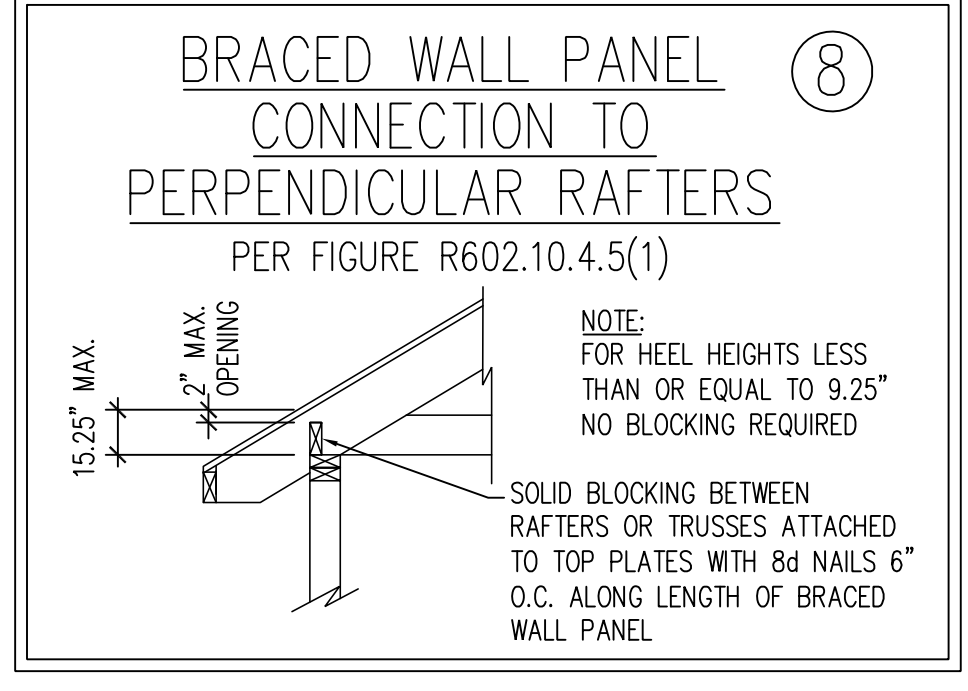
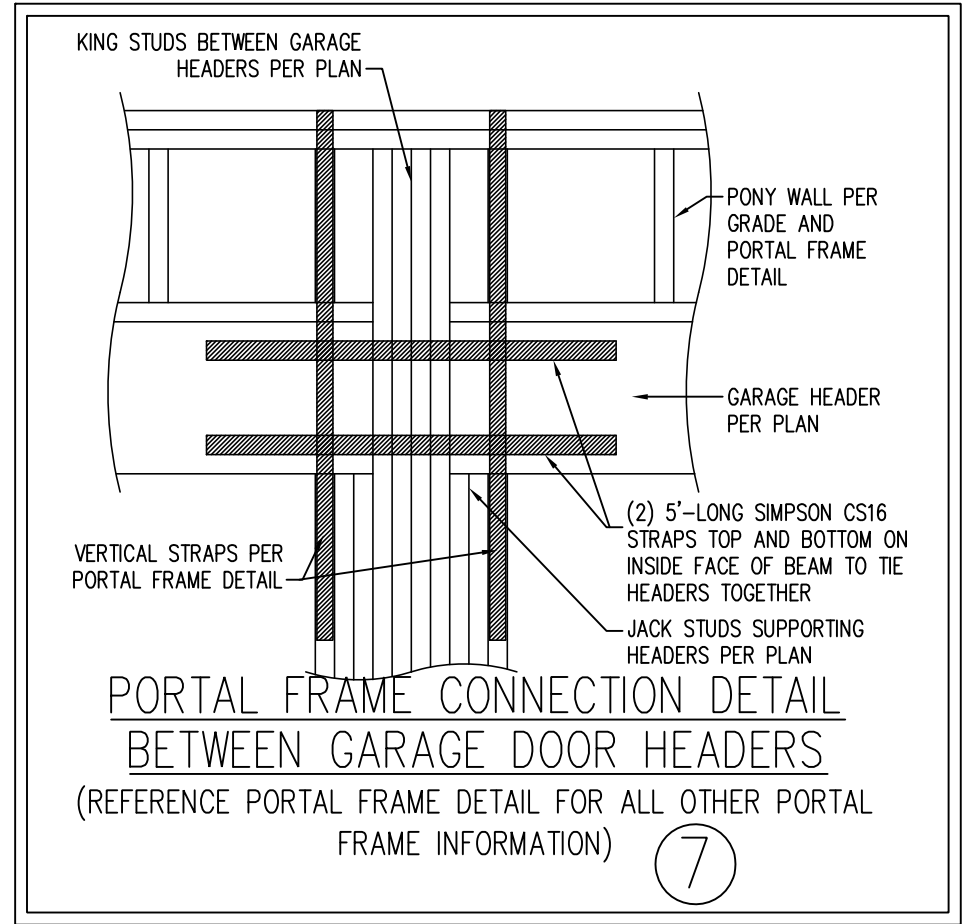


OVER RAISED WOOD FLOOR - FRAMING ANCHOR OPTION  
\* APPLICABLE w/ GREATER THAN 12" KNEE WALL HEIGHTS IN CRAWL SPACE AND ABOVE FRAMED BASEMENT WALLS \*

**METHOD PF-PORTAL FRAME DETAIL ①**



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SEAL  
33736  
ENGINEER  
MATTHEW G. STROTHER  
8/27/2024

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WALL BRACING NOTES AND DETAILS

DATE: AUGUST 30, 2022  
SCALE: 1/4" = 1'-0"  
DRAWN BY: JST  
ENGINEERED BY: JST

BRACED WALL NOTES AND DETAILS AND PF DETAIL

GENERAL NOTES

- ENGINEER'S SEAL APPLIES ONLY TO STRUCTURAL COMPONENTS INCLUDING ROOF RAFTERS, HIPPS, VALLEYS, RIDGES, FLOORS, WALLS, BEAMS, HEADERS, COLUMNS, CANTILEVERS, OFFSET LOAD BEARING WALLS, PIERS, GIRDER SYSTEM AND FOOTING. ENGINEER'S SEAL DOES NOT CERTIFY DIMENSIONAL ACCURACY OF ARCHITECTURAL LAYOUT INCLUDING ROOF. ENGINEER'S SEAL DOES NOT APPLY TO I-JOIST OR FLOOR/ROOF TRUSS LAYOUT DESIGN AND ACCURACY.
- ALL CONSTRUCTION SHALL CONFORM TO THE LATEST REQUIREMENTS OF THE NORTH CAROLINA RESIDENTIAL CODE (NRC), 2018 EDITION, PLUS ALL LOCAL CODES AND REGULATIONS. THE STRUCTURAL ENGINEER IS NOT RESPONSIBLE FOR, AND WILL NOT HAVE CONTROL OF, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE CONSTRUCTION WORK. NOR WILL THE ENGINEER BE RESPONSIBLE FOR THE CONTRACTORS FAILURE TO CARRY OUT THE CONSTRUCTION WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- STRUCTURAL DESIGN BASED ON THE PROVISIONS OF THE NRC, 2018 EDITION (R301.4 - R301.7)

DESIGN CRITERIA:	LIVE LOAD (PSF)	DEAD LOAD (PSF)	DEFLECTION (IN)
ATTIC WITH LIMITED STORAGE	20	10	L/240 (L/360 w/ BRITTLE FINISHES)
ATTIC WITHOUT STORAGE	10	10	L/360
DECKS	40	10	L/360
EXTERIOR BALCONIES	40	10	L/360
FIRE ESCAPES	40	10	L/360
HANDRAILS/GUARDRAILS	200	10	L/360
PASSENGER VEHICLE GARAGE	50	10	L/360
ROOMS OTHER THAN SLEEPING ROOM	40	10	L/360
SLEEPING ROOMS	30	10	L/360
STAIRS	40	10	L/360
WIND LOAD	(BASED ON TABLE R301.2(4) WIND ZONE AND EXPOSURE)		
GROUND SNOW LOAD: P <sub>g</sub>	20 (PSF)		

- I-JOIST SYSTEMS DESIGNED WITH 12 PSF DEAD LOAD AND DEFLECTION (IN) OF L/480
  - FLOOR TRUSS SYSTEMS DESIGNED WITH 15 PSF DEAD LOAD
- FOR 115 AND 120 MPH WIND ZONES, FOUNDATION ANCHORAGE IS TO COMPLY WITH SECTION R403.1.6 OF THE NRC, 2018 EDITION. FOR 130 MPH, 140 MPH, AND 150 MPH WIND ZONES, FOUNDATION ANCHORAGE IS TO COMPLY WITH SECTION 4504 OF THE NRC, 2018 EDITION.
  - ENERGY EFFICIENCY COMPLIANCE AND INSULATION VALUES OF THE BUILDING TO BE IN ACCORDANCE WITH CHAPTER 11 OF THE NRC, 2018 EDITION.

FOOTING AND FOUNDATION NOTES

- FOUNDATION DESIGN BASED ON A MINIMUM ALLOWABLE BEARING CAPACITY OF 2000 PSF. CONTACT GEOTECHNICAL ENGINEER IF BEARING CAPACITY IS NOT ACHIEVED.
- FOR ALL CONCRETE SLABS AND FOOTINGS, THE AREA WITHIN THE PERIMETER OF THE BUILDING ENVELOPE SHALL HAVE ALL VEGETATION, TOP SOIL AND FOREIGN MATERIAL REMOVED. FILL MATERIAL SHALL BE FREE OF VEGETATION AND FOREIGN MATERIAL. THE FILL SHALL BE COMPACTED TO ASSURE UNIFORM SUPPORT OF THE SLAB, AND EXCEPT WHERE APPROVED, THE FILL DEPTHS SHALL NOT EXCEED 24" FOR CLEAN SAND OR GRAVEL. A 4" THICK BASED COURSE CONSISTING OF CLEAN GRADED SAND OR GRAVEL SHALL BE PLACED. A BASE COURSE IS NOT REQUIRED WHERE A CONCRETE SLAB IS INSTALLED ON WELL-DRAINED OR SAND-GRAVEL MIXTURE SOILS CLASSIFIED AS GROUP 1, ACCORDING TO THE UNITED SOIL CLASSIFICATION SYSTEM IN ACCORDANCE WITH TABLE R405.1 OF THE NRC, 2018 EDITION.
- PROPERLY DEWATER EXCAVATION PRIOR TO POURING CONCRETE WHEN BOTTOM OF CONCRETE SLAB IS AT OR BELOW WATER TABLE. IF APPLICABLE, 3/4" - 1" DEEP CONTROL JOINTS ARE TO BE SAWED WITHIN 4 TO 12 HOURS OF CONCRETE FINISHING AND WALL LOCATIONS HAVE BEEN MARKED. ADJUST WHERE NECESSARY.
- CONCRETE SHALL CONFORM TO SECTION R402.2 OF THE NRC, 2018 EDITION. CONCRETE REINFORCING STEEL TO BE ASTM A615 GRADE 60. WELDED WIRE FABRIC TO BE ASTM A185. MAINTAIN A MINIMUM CONCRETE COVER AROUND REINFORCING STEEL OF 3" IN FOOTINGS AND 1 1/2" IN SLABS. FOR POURED CONCRETE WALLS, CONCRETE COVER FOR REINFORCING STEEL MEASURED FROM THE INSIDE FACE OF THE WALL SHALL NOT BE LESS THAN 3/4". CONCRETE COVER FOR REINFORCING STEEL MEASURED FROM THE OUTSIDE FACE OF THE WALL SHALL NOT BE LESS THAN 1 1/2" FOR #5 BARS OR SMALLER, AND NOT LESS THAN 2" FOR #6 BARS OR LARGER.
- MASONRY UNITS TO CONFORM TO ACE 530/ASCE 5/TMS 402. MORTAR SHALL CONFORM TO ASTM C270.
- THE UNSUPPORTED HEIGHT OF MASONRY PIERS SHALL NOT EXCEED FOUR TIMES THEIR LEAST DIMENSION FOR UNFILLED HOLLOW CONCRETE MASONRY UNITS AND TEN TIMES THEIR LEAST DIMENSION FOR SOLID OR SOLID FILLED PIERS. PIERS MAY BE FILLED SOLID WITH CONCRETE OR TYPE M OR S MORTAR. PIERS AND WALLS SHALL BE CAPPED WITH 8" OF SOLID MASONRY.
- THE CENTER OF EACH OF THE PIERS SHALL BEAR IN THE MIDDLE THIRD OF ITS RESPECTIVE FOOTING. EACH GIRDER SHALL BEAR IN THE MIDDLE THIRD OF THE PIERS.
- ALL CONCRETE AND MASONRY FOUNDATION WALLS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF SECTION R404 OF THE NRC, 2018 EDITION OR IN ACCORDANCE WITH ACI 318, ACI 332, NCMA TR68-A OR ACE 530/ASCE 5/TMS 402. MASONRY FOUNDATION WALLS ARE TO BE REINFORCED PER TABLE R404.1.1(1), R404.1.1(2), R404.1.1(3), OR R404.1.1(4) OF THE NRC, 2018 EDITION. CONCRETE FOUNDATION WALLS ARE TO BE REINFORCED PER TABLE R404.1.1(5) OF THE NRC, 2018 EDITION. STEP CONCRETE FOUNDATION WALLS TO 2 x 6 FRAMED WALLS AT 16" O.C. WHERE GRADE PERMITS (UNO).

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FRAMING NOTES

- ALL FRAMING LUMBER SHALL BE #2 SPF MINIMUM (F<sub>b</sub> = 875 PSI, F<sub>v</sub> = 375 PSI, E = 1600000 PSI) UNLESS NOTED OTHERWISE (UNO). ALL TREATED LUMBER SHALL BE #2 SYP MINIMUM (F<sub>b</sub> = 975 PSI, F<sub>v</sub> = 175 PSI, E = 1600000 PSI) UNLESS NOTED OTHERWISE (UNO).
- LAMINATED VENEER LUMBER (LVL) SHALL HAVE THE FOLLOWING MINIMUM PROPERTIES: F<sub>b</sub> = 2600 PSI, F<sub>v</sub> = 285 PSI, E = 1900000 PSI. LAMINATED STRAND LUMBER (LSL) SHALL HAVE THE FOLLOWING MINIMUM PROPERTIES: F<sub>b</sub> = 2325 PSI, F<sub>v</sub> = 310 PSI, E = 1550000 PSI. PARALLEL STRAND LUMBER (PSL) UP TO 7" DEPTH SHALL HAVE THE FOLLOWING MINIMUM PROPERTIES: F<sub>c</sub> = 2500 PSI, E = 1800000 PSI. PARALLEL STRAND LUMBER (PSL) MORE THAN 7" DEPTH SHALL HAVE THE FOLLOWING MINIMUM PROPERTIES: F<sub>c</sub> = 2900 PSI, E = 2000000 PSI. INSTALL ALL CONNECTIONS PER MANUFACTURER'S SPECIFICATIONS.
- STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING ASTM SPECIFICATIONS
 

A. W AND WT SHAPES:	ASTM A992
B. CHANNELS AND ANGLES:	ASTM A36
C. PLATES AND BARS:	ASTM A36
D. HOLLOW STRUCTURAL SECTIONS:	ASTM A500 GRADE B
E. STEEL PIPE:	ASTM A53, GRADE B, TYPE E OR S
- STEEL BEAMS SHALL BE SUPPORTED AT EACH END WITH A MINIMUM BEARING LENGTH OF 3 1/2" AND FULL FLANGE WIDTH (UNO). PROVIDE SOLID BEARING FROM BEAM SUPPORT TO FOUNDATION. BEAMS SHALL BE ATTACHED AT THE BOTTOM FLANGE TO EACH SUPPORT AS FOLLOWS (UNO):
 

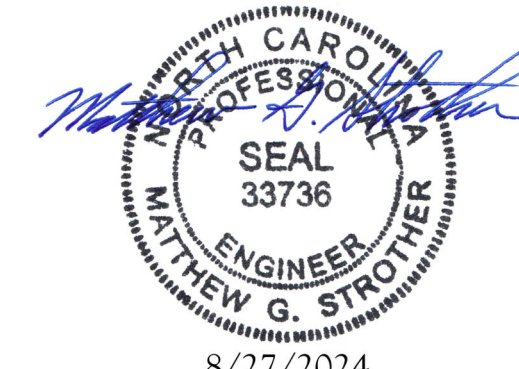
A. WOOD FRAMING	(2) 1/2" DIA. x 4" LONG LAG SCREWS
B. CONCRETE	(2) 1/2" DIA. x 4" WEDGE ANCHORS
C. MASONRY (FULLY GROUTED)	(2) 1/2" DIA. x 4" LONG SIMPSON TITEN HD ANCHORS
D. STEEL PIPE COLUMN	(4) 3/4" DIA. A325 BOLTS OR 3/16" FILLET WELD

LATERAL SUPPORT IS CONSIDERED ADEQUATE PROVIDING THE JOISTS ARE TOE NAILED TO THE 2x NAILER ON TOP OF THE STEEL BEAM, AND THE 2x NAILER IS SECURED TO THE TOP OF THE STEEL BEAM w/ (2) ROWS OF SELF TAPPING SCREWS @ 16" O.C. OR (2) ROWS OF 1/2" DIAMETER BOLTS @ 16" O.C. IF 1/2" BOLTS ARE USED TO FASTEN THE NAILER, THE STEEL BEAM SHALL BE FABRICATED w/ (2) ROWS OF 9/16" DIAMETER HOLES @ 16" O.C.
- SQUARES DENOTE POINT LOADS WHICH REQUIRE SOLID BLOCKING TO GIRDER OR FOUNDATION. SHADED SQUARES DENOTE POINT LOADS FROM ABOVE WHICH REQUIRE SOLID BLOCKING TO SUPPORTING MEMBER BELOW.
- ALL LOAD BEARING HEADERS TO CONFORM TO TABLE R602.7(1) AND R602.7(2) OF THE NRC, 2018 EDITION OR BE (2) 2 x 6 WITH (1) JACK AND (1) KING STUD EACH END (UNO), WHICHEVER IS GREATER ALL HEADERS TO BE SECURED TO EACH JACK STUD WITH (4) 8d NAILS. ALL BEAMS TO BE SUPPORTED WITH (2) STUDS AT EACH BEARING POINT (UNO). INSTALL KING STUDS PER SECTION R602.7.5 OF THE NORTH CAROLINA RESIDENTIAL CODE, 2018 EDITION.
- ALL BEAMS, HEADERS, OR GIRDER TRUSSES PARALLEL TO WALL ARE TO BEAR FULLY ON (1) JACK OR (2) STUDS MINIMUM OR THE NUMBER OF JACKS OR STUDS NOTED. ALL BEAMS OR GIRDER TRUSSES PERPENDICULAR TO WALL AND SUPPORTED BY (3) STUDS OR LESS ARE TO HAVE 1 1/2" MINIMUM BEARING (UNO). ALL BEAMS OR GIRDER TRUSSES PERPENDICULAR TO WALL AND SUPPORTED BY MORE THAN (3) STUDS OR OTHER NOTED COLUMN ARE TO BEAR FULLY ON SUPPORT COLUMN FOR ENTIRE WALL DEPTH (UNO). BEAM ENDS THAT BUTT INTO ONE ANOTHER ARE TO EACH BEAR EQUAL LENGTHS (UNO).
- FLITCH BEAMS SHALL BE BOLTED TOGETHER USING 1/2" DIAMETER BOLTS (ASTM A307) WITH WASHERS PLACED AT THREADED END OF BOLT. BOLTS SHALL BE SPACED AT 24" CENTERS (MAXIMUM), AND STAGGERED AT TOP AND BOTTOM OF BEAM (2" EDGE DISTANCE), WITH (2) BOLTS LOCATED AT 6" FROM EACH END (UNO).
- ALL I-JOIST OR TRUSS LAYOUTS ARE TO BE IN COMPLIANCE WITH THE OVERALL DESIGN SPECIFIED ON THE PLANS. ALL DEVIATIONS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD PRIOR TO INSTALLATION.
- BRACED WALL PANELS SHALL BE CONSTRUCTED ACCORDING TO THE NORTH CAROLINA RESIDENTIAL CODE 2018 EDITION WALL BRACING CRITERIA. THE AMOUNT, LENGTH, AND LOCATION OF BRACING SHALL COMPLY WITH ALL APPLICABLE TABLES IN SECTION R602.10.
- PROVIDE DOUBLE JOIST UNDER ALL WALLS PARALLEL TO FLOOR JOISTS. PROVIDE SUPPORT UNDER ALL WALLS PARALLEL TO FLOOR TRUSSES OR I-JOISTS PER MANUFACTURER'S SPECIFICATIONS. INSTALL BLOCKING BETWEEN JOISTS OR TRUSSES FOR POINT LOAD SUPPORT FOR ALL POINT LOADS ALONG OFFSET LOAD LINES.
- FOR ALL HEADERS SUPPORTING BRICK VENEER THAT ARE LESS THAN 8'-0" IN LENGTH, REST A 6" x 4" x 5/16" STEEL ANGLE WITH 6" MINIMUM EMBEDMENT AT SIDES FOR BRICK SUPPORT (U.N.O.). FOR ALL HEADERS 8'-0" AND GREATER IN LENGTH, BOLT A 6" x 4" x 5/16" STEEL ANGLE TO HEADER WITH 1/2" LAG SCREWS AT 12" O.C. STAGGERED FOR BRICK SUPPORT. FOR ALL BRICK SUPPORT AT ROOF LINES, BOLT A 6" x 4" x 5/16" STEEL ANGLE TO (2) 2 x 10 BLOCKING INSTALLED w/ (4) 12d NAILS EA. PLY BETWEEN WALL STUDS WITH (2) ROWS OF 1/2" LAG SCREWS AT 12" O.C. STAGGERED AND IN ACCORDANCE WITH SECTION R703.8.2.1 OF THE NRC, 2018 EDITION.
- FOR STICK FRAMED ROOFS: CIRCLES DENOTE (3) 2 x 4 POSTS FOR ROOF MEMBER SUPPORT. HIP SPLICES ARE TO BE SPACED A MINIMUM OF 8'-0". FASTEN MEMBERS WITH THREE ROWS OF 12d NAILS AT 16" O.C. FRAME DORMER WALLS ON TOP OF DOUBLE OR TRIPLE RAFTERS AS SHOWN (UNO).
- FOR TRUSSED ROOFS: FRAME DORMER WALLS ON TOP OF 2 x 4 LADDER FRAMING AT 24" O.C. BETWEEN ADJACENT ROOF TRUSSES. STICK FRAME OVER-FRAMED ROOF SECTIONS WITH 2 x 8 RIDGES, 2 x 6 RAFTERS AT 16" O.C. AND FLAT 2 x 10 VALLEYS (UNO).
- ALL 4 x 4 AND 6 x 6 POSTS TO BE INSTALLED WITH 700 LB CAPACITY UPLIFT CONNECTORS TOP AND BOTTOM (UNO). POSTS MAY BE SECURED USING ONE SIMPSON H6 OR LTS12 UPLIFT CONNECTOR FASTENED TO THE BAND AT THE BOTTOM AND THE BEAM AT THE TOP OF EACH POST. ONE 16" SECTION OF SIMPSON CS16 COIL STRAPPING WITH (8) 8d HDG NAILS AT EACH END MAY BE USED IN LIEU OF EACH TWIST STRAP IF DESIRED. FOR MASONRY OR CONCRETE FOUNDATION USE SIMPSON POST BASE.

**J.S. THOMPSON  
ENGINEERING, INC**  
333 EAST SIX FORKS ROAD, SUITE 180, RALEIGH, NC 27609  
PHONE: (919) 789-9919 FAX: (919) 789-9921  
N.C. LICENSE NO.: C-1733

STANDARD STRUCTURAL NOTES

DATE: AUGUST 30, 2022  
  
DRAWN BY: JST  
ENGINEERED BY: JST

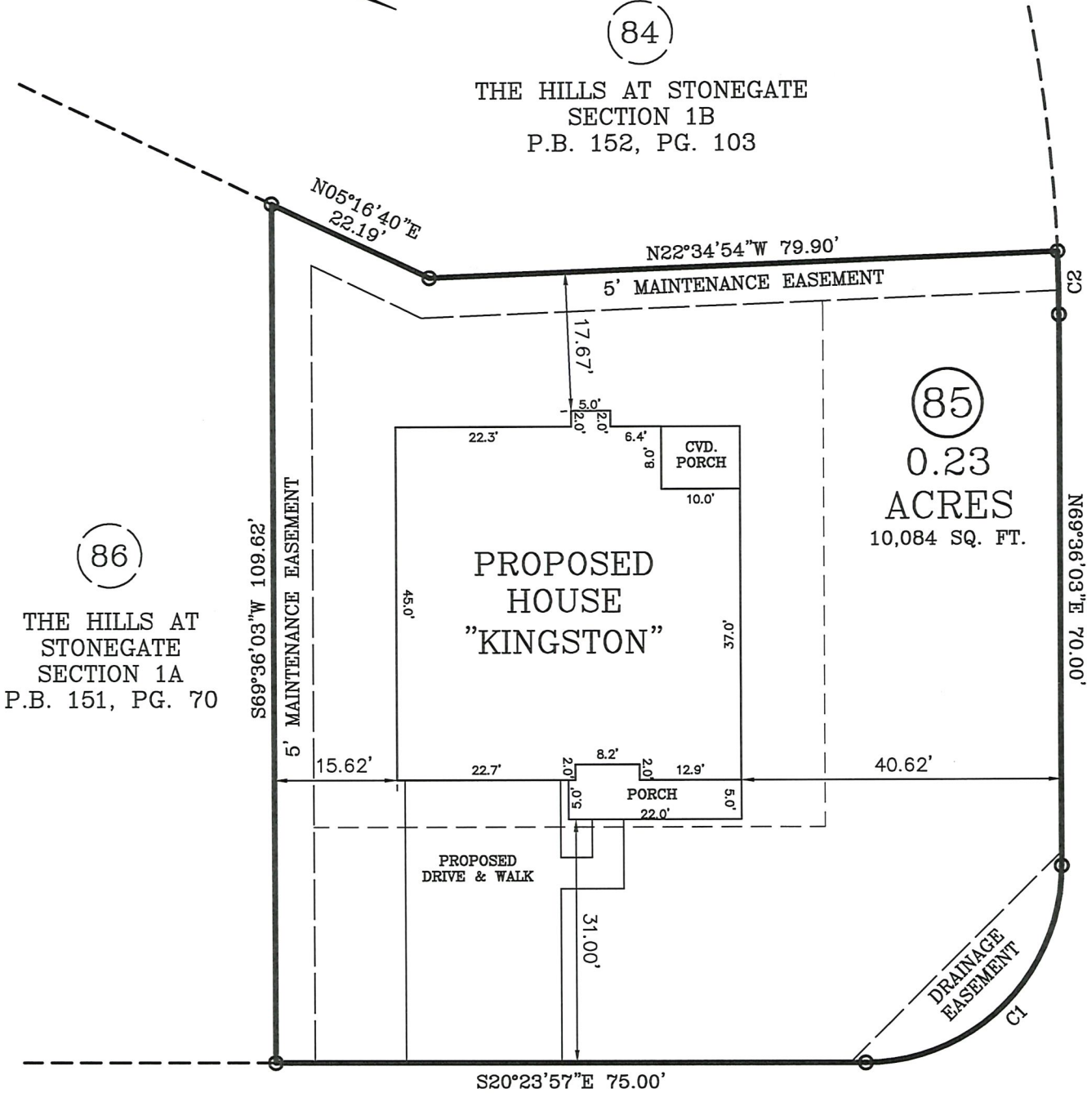
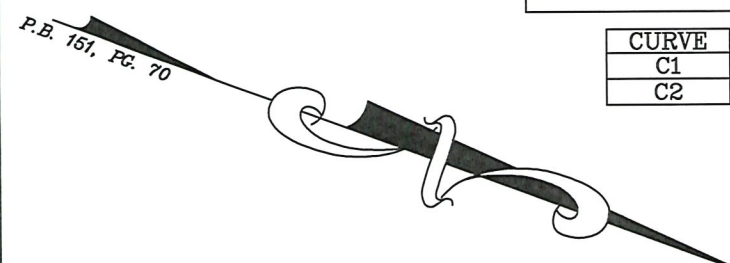
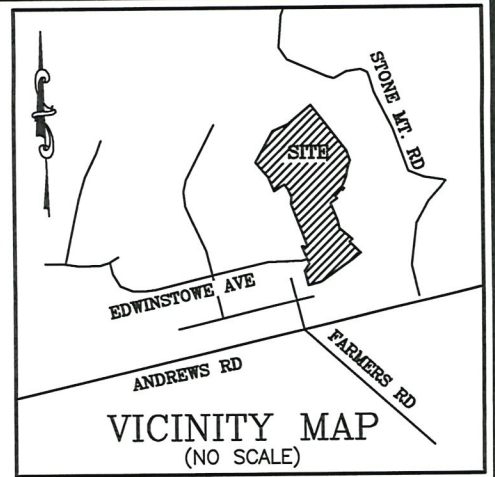


STRUCTURAL NOTES

NOTE : CONTRACTOR TO VERIFY ALL BUILDING SETBACKS PRIOR TO CONSTRUCTION.

THE MAXIMUM ALLOWABLE BUILT UPON AREA FOR THIS RESIDENTIAL LOT IS 4,500 SQUARE FEET. THIS ALLOTTED AMOUNT INCLUDES ANY BUILT-UPON AREA CONSTRUCTED WITHIN THE LOT PROPERTY BOUNDARIES. BUILT UPON AREA INCLUDES, BUT IS NOT LIMITED TO, STRUCTURE FOOTPRINTS, ASPHALT, CONCRETE, GRAVEL, BRICK, STONE, SLATE, COQUINA AND PARKING AREAS, BUT DOES NOT INCLUDE RAISED, OPEN WOOD DECKING, OR THE WATER SURFACE OF SWIMMING POOLS.

CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	39.27'	25.00'	35.36'	S65°23'57"E
C2	8.05'	211.19'	8.04'	N68°30'34"E



**BANKERGATE COURT**  
 50 FT. PUBLIC R/W

(86)  
 THE HILLS AT  
 STONEGATE  
 SECTION 1A  
 P.B. 151, PG. 70

(84)  
 THE HILLS AT STONEGATE  
 SECTION 1B  
 P.B. 152, PG. 103

(85)  
 0.23  
 ACRES  
 10,084 SQ. FT.

**BLACKHILLS ROAD**  
 50 FT. PUBLIC R/W

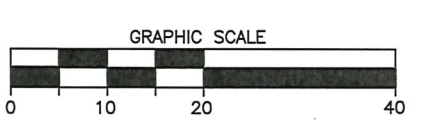
**ZONING: SF-10**  
**SETBACKS:**  
 FRONT - 30'  
 REAR - 35'  
 SIDE - 10'  
 INTERNAL - 5'

**IMPERVIOUS AREA:**  
 HOUSE, PORCHES 2,089 SQ. FT.  
 DRIVEWAY, SIDEWALK 763 SQ. FT.  
**TOTAL 2,852 SQ. FT.**

**PLOT PLAN**

PLOT PLAN FOR: BEN STOUT CONSTRUCTION  
 ADDRESS: BLACKHILLS ROAD  
 CITY OF: FAYETTEVILLE, NC  
 COUNTY OF: CUMBERLAND

TOWNSHIP OF: CARVERS CREEK  
 DATE: MARCH 24TH, 2025  
 SCALE: 1" = 20'  
 REFERENCE: LOT 85  
 THE HILLS AT  
 STONEGATE  
 SECTION 1A  
 P.B. 151, PG. 70



*W. Larry King PLS 1339*  
**W. LARRY KING, PLS - L-1339**

**Larry King & Associates, R.L.S., P.A.**  
 P.O. Box 53787  
 1333 Morganton Road, Suite 201  
 Fayetteville, NC 28305  
 Phone: (910)483-4300  
 Fax: (910)483-4052  
[www.LKandA.com](http://www.LKandA.com)  
 NC Firm License C-0887

I, W. LARRY KING, CERTIFY THAT THIS MAP IS FOR THE PURPOSE OF PERMITTING ONLY. IT IS NOT A SURVEY AND NO RELIANCE MAY BE PLACED ON ITS ACCURACY. THE STRUCTURE SHOWN ON THIS PLOT PLAN IS PLACED ACCORDING TO THE INSTRUCTIONS GIVEN BY THE BUILDER. ALL DIMENSIONS AND SETBACKS SHOULD BE VERIFIED FOR COMPLIANCE WITH ZONING AND COVENANTS.

THIS MAP CAN NOT BE USED FOR RECORDATION OR ATTACHED TO A DEED TO BE RECORDED. THIS MAP IS NOT DRAWN IN ACCORDANCE WITH GS 47-30.  
  
 THE BOUNDARY AND LOT INFORMATION SHOWN ON THIS MAP IS TAKEN FROM THAT DOCUMENT DESCRIBED IN THE "REFERENCE" LINE SHOWN HEREON. THIS INFORMATION SHOULD BE CONFIRMED AS THE MOST CURRENT FOR THIS PROPERTY BEFORE ISSUANCE OF PERMITS OR COMMENCEMENT OF CONSTRUCTION. NO TITLE SEARCH WAS PERFORMED ON THIS PROPERTY BY THIS SURVEYOR.

K:\sds\krol\BEN STOUT\HILLS AT STONEGATE\LOT 85\Lot 85 - Plot Plan.dwg Model 3/24/2025 13:06:19 Scale:1:20

**SQUARE FOOTAGE**

HEATED SQUARE FOOTAGE

FIRST FLOOR= 1381  
 SECOND FLOOR= 973  
 THIRD FLOOR= N/A  
 BASEMENT= N/A

UNHEATED SQUARE FOOTAGE

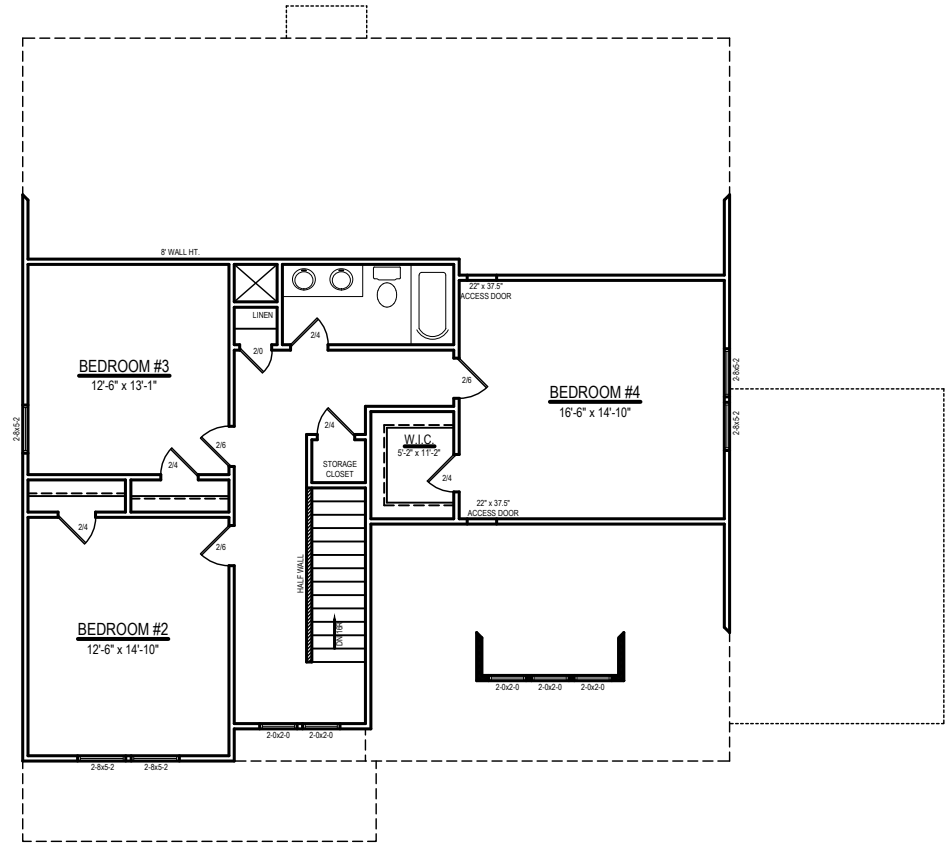
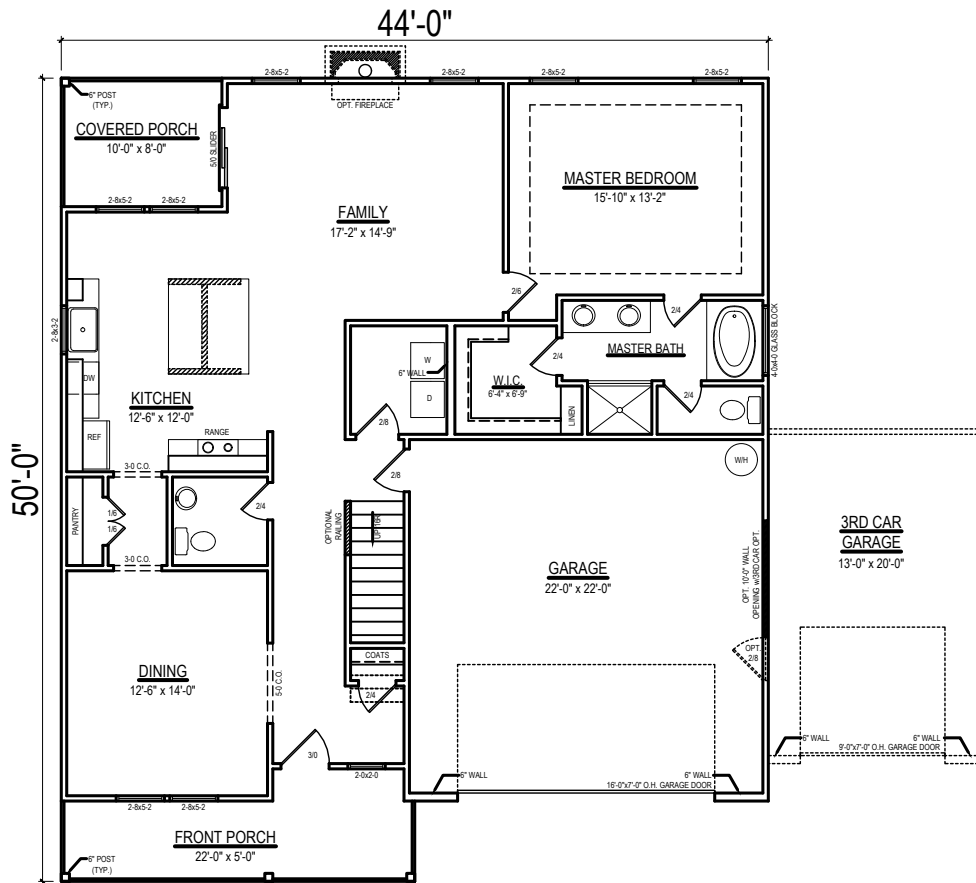
GARAGE= 503  
 FRONT PORCH= 126  
 CVD. PORCH= 80  
 3<sup>RD</sup> CAR GARAGE= 278  
 STORAGE= N/A

**TOTAL HEATED= 2354**

**TOTAL UNHEATED= 987**

# KINGSTON - GR

**PROJECT #: 23-449**





FILED Jun 11, 2015  
AT 02:06:00 pm  
BOOK 09666  
START PAGE 0065  
END PAGE 0094  
INSTRUMENT # 17268  
RECORDING \$111.00  
EXCISE TAX (None)

RF

Prepared by and Return To:  
L. Holden Reaves, Esq.  
Reaves Law, PLLC  
PO Box 53187  
Fayetteville, NC 28305

**DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS  
FOR STONEGATE, SECTION THREE**

THIS DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS (the "Declaration") is made as of the date set forth in the below notary acknowledgment, by CRA HOME BUILDERS, INC., a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Cumberland County, North Carolina known as Stonegate subdivision, Section Three ("Stonegate"), a plat of which has been duly recorded in Plat Book 135, Page 190 (the "Plat") of the Cumberland County, North Carolina Registry [Note: the defined term "Stonegate" is intended to refer to all property shown on the Plat (which includes "Stonegate, Section Three") and all future annexed phases; it does not refer to any prior phases]; and

WHEREAS, Declarant desires that Stonegate be uniform in its development and the restrictions applicable thereto; and

NOW THEREFORE, Declarant declares that the real property described above shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, assessments, affirmative obligations, and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with, the real property described above and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

(a) "Association" shall mean and refer to Stonegate of Fayetteville Homeowners Association, Inc., a North Carolina non-profit corporation, its successors and assigns. The articles of incorporation of the Association are attached hereto as Exhibit A, and the bylaws (the "Bylaws") of the Association are attached hereto as Exhibit B.

(b) "Common Area" shall mean and refer to all of those platted areas labelled as such on the Plat, if any, along with any improved detention pond(s) and other improvements located thereon, if any; and along with any subdivision signage improvements located in Stonegate, if any. All Common Area shall be subject to the easements and other rights described herein and/or as shown on the Plat. The term "Common Area" shall also include any personal property acquired by the Association if said property is designated as "Common Area." All Common Area, including the retention pond(s) and related improvements located thereon, are to be devoted to and intended for the common use and enjoyment of the Members and/ or persons occupying dwelling places.

(c) "Common Expenses" shall mean and include:

- (1) All sums lawfully assessed by the Association against its Members;
- (2) Expenses of administration, maintenance, repair, or replacement of the Common Area, including without limitation; maintenance, upkeep and repair of the retention pond in accordance with Article VI herein and any sign, lighting, and/ or landscaping located within the entrance to Stonegate;
- (3) Expenses declared to be common expenses by the provisions of this Declaration or the Bylaws;
- (4) Hazard, liability, or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase or as the Association may deem appropriate to purchase;
- (5) Any other expenses determined by the board of directors or approved by the Members to be common expenses of the Association.

(d) "Lot" shall mean and refer to any of the numbered plots of land shown on the Plat, as such Plat may be further amended or modified.

(e) "Member" when used in the context of discussing the Association shall mean and refer to the Declarant and its designated officers, employees or agents, and all those Owners who are Members of the Association as provided in this Declaration.

(f) "Owner" shall mean and refer to the Owner as shown by the records in the Register of Deeds of Cumberland County, North Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entities, including the Declarant, of fee title to any Lot depicted on the Plat, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(g) "Period of Declarant Control" means the period commencing on the date hereof and continuing until the earlier of (i) when Declarant no longer owns a Lot in Stonegate or any property within two (2) miles of any Lot which has been annexed into (or which may be annexed into) said subdivision; or (iii) when

Declarant relinquishes such control in favor of the Association via a recordable document executed by Declarant and recorded in the local Registry.

(h) "Property" shall mean and refer to Stonegate, which shall include all platted land shown on the Plat. The "Property" shall also include any future sections of Stonegate as the same may be developed from time to time, if any, except that such future sections of Stonegate shall become subject to these covenants only from and after the recording of the plat or plats for said future section(s) and the recording of a supplemental declaration which incorporates by reference this Declaration and which expressly makes the new section(s) subject to these covenants, or portions of same. The supplemental declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of Declarant, but such modification shall have no effect on the Property shown on the Plat.

## ARTICLE II SPECIAL DECLARANT RIGHTS

Declarant reserves the following special declarant rights for the entire Property, including any future sections of Stonegate during the Period of Declarant Control:

- (a) To complete any and all improvements indicated on the Plat and related engineering/architectural plans;
- (b) To exercise any development right reserved in this Declaration;
- (c) To construct and maintain any sales office, signs advertising the Property or any property which may be added thereto, management office or model on any of the Lots shown on the Plat;
- (d) To create easements through the Common Area and/ or Lots for the purpose of making drainage and utility improvements, as reasonably necessary, now or in the future;
- (e) To alter the size of any Lot, combine or merge two or more Lots, to subdivide Lots or to turn other Property into Common Area;
- (f) To annex any additional property developed in conformity with the plan of development, regardless of whether now owned or acquired in the future and whether or not presently contiguous;
- (g) To use the existing roads and utility easements in favor of all future annexations;
- (h) To extend streets and utilities through any platted Lot owned by Declarant and/ or any builder affiliate;
- (i) To unilaterally amend this Declaration as set forth in Article XII, Section 2;
- (j) To assign the Declarant's rights to a successor in interest;
- (k) To alter the size of the Common Area, and to recombine a portion of same with any Lot (to include the right, during the Period of Declarant Control, to execute a deed on behalf of the Association, to convey any portion of the Common Area to Declarant and/ or any third party, subject to any approvals as may be necessary by the City of Fayetteville Planning Department

or other municipal agency having jurisdiction over the Property).

ARTICLE III  
UTILITIES AND UTILITY AND DRAINAGE EASEMENTS

Section 1. Declarant reserves the right to subject the Property to a contract with public utility providers for the installation of overhead and/or underground electric cable or other utilities and/or for the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to such public utility provider by the owner of each improved Lot. Declarant and its successors in title may devote any Lot or portion thereof, not already sold, for any construction and uses which it, in its sole discretion, deems necessary in order to provide the subdivision with utilities.

Section 2. Easements for installation and maintenance drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with, or which may change, the direction or flow of drainage, or which may obstruct or retard the flow of water. All areas indicated as streets on the Plat are hereby dedicated to public use.

ARTICLE IV  
USE RESTRICTIONS - LOTS

Section 1. All Lots shall be used for residential purposes only and shall not be used for any business or commercial purposes; provided, however, that Declarant reserves the right to use any Lot and any improvements thereon owned by Declarant (or an approved builder) as a model home with sales office. Group homes are prohibited.

Section 2. All Lots shall be residential lots, and no structure shall be erected, altered, placed or permitted to remain on any of said Lots except one detached single family dwelling of not more than two and one-half stories in height, a private garage for not more than three cars and other out-buildings in the rear of the dwelling house which may be incidental to normal residential use in subdivisions of similar category. Any such outbuildings shall be constructed in the same manner and with the same materials as the single family dwelling located on the Lot. No mobile homes or modular/ manufactured houses may be placed on any of the Lots.

Section 3. No dwelling shall be erected or allowed to remain on any of the Lots which shall contain a ground floor heated-area living space of less than two thousand (2,000) square feet, of which at least one thousand (1,000) square feet must be on the ground floor. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages, carports, and porches shall not be counted. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purposes, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building Lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building Lot and approximate square footage, construction schedule, and such other information as the Declarant shall require, including, if so required, plans for the grading and landscaping of the building Lot showing any changes proposed to be made in the elevation of surface contours of the land, have been submitted to and approved in writing by the Declarant and until a copy of all such plans and specifications, as finally approved by the Declarant have been lodged permanently with the Declarant. The Declarant shall have the absolute and exclusive right to refuse to approve any such building

plans and specifications and Lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Declarant of said land or contiguous lands. In passing upon such building plans and specifications and Lot-grading and landscaping plans, the Declarant may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the building Lot upon which it proposes to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In the event the Declarant fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been submitted to it as required above, the approval of the Declarant shall be conclusively presumed and the provisions of this paragraph shall be deemed to have been complied with. However, no residence or other building, structure or improvements which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a Lot. All driveways shall be constructed of concrete.

The Declarant approval requirements of this Section 3 shall automatically expire upon the expiration or termination of the Declarant Control Period.

Section 4. All structures on any of said Lots shall comply with the setbacks as required by the City of Fayetteville and/ or applicable municipal ordinance, as the case may be.

Section 5. No wire or concrete block fences shall be permitted on any Lot. No fence shall be erected closer to any street line than the rear corner, closest to the street, of the single family residential dwelling located on the Lot. No fence shall exceed six (6) feet in height. For those Lots which are corner lots, no such fencing may be placed or erected on an improved corner Lot any closer to the street than the back rear corner of the principal dwelling structure closest to the street and, on vacant Lots, closer to any street than the setback line. Ornamental fences (e.g., split rail fences or fences through which there is at least 75% visibility) not to exceed three (3) feet in height may be erected between the house and the street rights of way lines upon prior written approval by Declarant pursuant to Section 3 hereof; however, upon the expiration or termination of the Period of Declarant Control, the Association and its Board of Directors shall become exclusively vested with such approval rights. For all wooden fences, the finished side must face the exterior of the Lot and the bracing must be face the interior of the Lot.

Section 6. Television satellite or dish antennas having a diameter in excess of twenty-two inches (22") are prohibited. All allowable satellite dishes or antennae are to be placed or installed at the rear of the house or the rear corner of the Lot, so that they are no easily visible from the street.

Section 7. No sign or signs other than a "For Sale" or "For Rent" sign shall be displayed on any Lot.

Section 8. No automobile or motor vehicle may be dismantled or stored on said property; and no mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on said property for over fourteen (14) days. Notwithstanding the above, these restrictions shall not apply if such vehicle is kept in an enclosed garage and out of sight from the street. Commercial vehicles, camper trailers, recreation vehicles, trailers, and/or boats shall be stored at the rear of the residence on a concrete pad and enclosed by a privacy fence.

Section 9. No trailer, tent, shack, garage, barn or similar type outbuilding shall be placed, erected or allowed to remain on any Lot without the written consent of Declarant, its successors or assigns. Nor shall any structure of a temporary character be used as a residence temporarily, permanently or otherwise.

Section 10. Only break-away mailboxes may be constructed in the subdivision; it being the intention of the Declarant to preclude the erection of permanently constructed mailboxes in the North Carolina State Right-of-Way areas. Additionally, all mailboxes and posts must be black and must meet with Declarant's approval prior to erection.

Section 11. It is understood and agreed that these restrictions are made for the mutual benefit of the grantors and grantees and any and all subsequent grantees, and all such parties shall be deemed to have a vested interest in these restrictions and the right to enforce same.

Section 12. The invalidation of any one or more or any part of any one or more of the covenants and conditions set forth herein shall not affect or invalidate the remaining covenants or portions thereof.

Section 13. No animals, livestock or poultry of any kind, except common pets, shall be raised, bred, or kept on any part of a Lot; however, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purpose, and provided they are not allowed to run loose in the neighborhood. There shall be a maximum of three (3) dogs and three (3) cats allowed per Lot.

Section 14. Each Lot Owner covenants and agrees that he/ she will control the noise level emanating from any activities on the Lot at a reasonable level. The Lot Owner shall not allow the noise level to become a nuisance or to otherwise interfere with adjoining Lot Owners' reasonable use of their Lots.

Section 15. Upon the written request of any Lot Owner, the Declarant shall have the authority to grant a reasonable variance from any particular use restriction set forth in this Article IV during the Period of Declarant Control. Once the Period of Declarant Control has terminated, then the Association (through its board of directors) shall have the authority to grant any such reasonable variances, upon written request. The decision to grant any variance shall be based upon the particular hardship of the Lot Owner and the variance's minimal effect on other Lot Owners and the overall aesthetic appearance of the Subdivision. Any variance shall be set forth in writing and shall be recorded in the Cumberland County Registry, indexed in the name of the Stonegate' subdivision, the Association, and in the name of the affected Lot Owner(s).

Section 16. Each Lot Owner covenants and agrees that he/ she will keep his/ her Lot in good condition and repair, with presentable landscaping and trimmed grass at all times. If any Lot Owner fails to abide by this covenant, then the Association shall be vested with a self-help right to perform such maintenance on behalf of such Lot Owner and shall charge the expense thereof to the Lot Owner, which shall become an additional assessment against any such Lot, enforceable in accordance with Article IX of this Declaration. The Association shall provide written notice to any Lot Owner who is in violation of this covenant, and the Lot Owner shall have a period fourteen (14) days to cure such violation (as of the Lot Owner's receipt of such written notice), after which the Association shall have the right to elect its self-help remedy and perform the work on the Lot Owner's behalf; and the Association shall have a license to enter upon the Owner's Lot for such limited purpose; however, notwithstanding the above, it is understood and agreed that if the Lot is in foreclosure (as evidenced by any foreclosure filing with the local Clerk of Court's office), then the requirement that the Association provide such written notice the Lot Owner along with such cure right shall be automatically waived; and the Association shall be immediately vested with the right to perform the work and assess the Lot (without such advance notice or cure right being necessary).

ARTICLE V  
USE RESTRICTIONS - COMMON AREA

Notwithstanding anything to the contrary herein, no Owner may build or erect any structure or improvement upon or within the Common Area. No basketball goals may be erected or placed in the street right of way. No Owner may alter the grade or contours of any berm located within the Common Area. No Owner may plant or modify in any fashion the land, trees, shrubberies, and other landscaping within the Common Area except as may be required to comply with stormwater management regulations set forth below. It is the intention of the Declarant that the Association shall be solely responsible for the maintenance, upkeep and repair of the retention pond(s) within the Common Area.

ARTICLE VI  
ASSOCIATION'S STORMWATER MANAGEMENT OBLIGATIONS; HOLD HARMLESS;  
RELEASE OF LIABILITY OF DECLARANT

Section 1. Once the Declarant has constructed any required structural stormwater management facilities (i.e. any detention pond(s)) on any portion of the Common Area, and conveyed such Common Area to the Association, as evidenced by a recorded warranty deed, then, for good and valuable consideration, the Association shall become fully responsible for complying with all covenantor obligations as set forth in that certain Declaration of Covenants Inspection/ Maintenance of Stormwater Management Facility, Transfer of Maintenance Responsibilities, in favor of the City of Fayetteville, as recorded in Book 9637, Page 264, Cumberland County, NC Registry (the "Stormwater Declaration"), and Declarant shall be released of all liability thereunder, except as otherwise specifically set forth in this Article VI.

Section 2. The Declarant intends to make application as soon as reasonably feasible after construction of any such detention pond(s), so as to require the City of Fayetteville to take over all functional maintenance responsibilities of such pond(s), as contemplated by Section 1 the Stormwater Declaration. Notwithstanding anything to the contrary in this Article VI, the Declarant agrees to pay the required fee (calculated as 20 percent of the total construction cost of any such detention pond(s)) into the City maintenance fund, and to comply with the other requirements to the City assuming functional maintenance responsibility, all as specifically set forth in Section 1 of the Stormwater Declaration. Upon the City accepting such functional maintenance responsibility, it is understood and agreed that the Association shall be responsible for fully complying with all non-functional maintenance responsibility (e.g. – grass cutting, trash removal, landscape maintenance), as specifically described in the Stormwater Declaration, as well as any and all other covenantor obligations as set forth therein.

Section 3. It is noted that the southwestern boundary of Stonegate, Section Three borders the northeastern boundary of property owned by the Cumberland County Board of Education (the "School Board"), which is the present site of Howard Hall Elementary School (the "School Property"). Except to the extent that the City of Fayetteville takes over all functional maintenance responsibility of the detention pond(s) (as referenced in Section 2 immediately above), it is understood and agreed that the Association shall be responsible for the maintenance and repair of all stormwater management facilities, including maintaining any general land areas and all items and components necessary within Stonegate, Section Three, to accommodate (1) stormwater flows from the School Property, as such may have been redirected through the "Storm Easement" to the west of Lot 272 (and as specifically identified on the Plat); and (2) natural stormwater flows from the School Property (it being noted that future surface water may run onto Stonegate, Section Three from the School Property that may not be captured by the storm water pipe located within the Storm Easement), and it is not intended that the School Board have any responsibility therefore. In addition, the Association shall be fully responsible for taking all necessary measures to stabilize all any and all land areas, including any steep banks, as may be located in the vicinity of the common boundary areas (of the School Property and Stonegate,

Section Three), as reasonably necessary. It is not intended that the School Board be responsible for any maintenance or repair to any lands, stormwater structures and/ or any other items within Stonegate, Section Three; and all such matters shall be the responsibility of the Association and/ or the Owners. Notwithstanding anything to the contrary herein, it is understood and agreed that if the School Board were to expand its facilities on the School Property, so as to cause additional stormwater flows from the School Property onto Stonegate, Section Three that exceed that which was contemplated by that certain prior letter agreement dated April 10, 2015 between the School Board and the Declarant, and which overburden the stormwater management facilities that were designed for Stonegate, Section III by Larry King & Associates (which were designed to allow for some School Board facility expansion), then the Association shall not be obligated to accommodate such excess stormwater flows, and may have the legal right to seek redress vis-à-vis the School Board, its successors and/ or assigns, as such facts may allow.

Section 4. For good and valuable consideration, the Association and all Owners, jointly and severally, agree to save, defend, keep harmless, and indemnify Declarant, its successors and assigns, of and from all loss, damage, costs, charge, liability or expense, including court costs, attorneys' fees, and other costs and expenses incident to any suit, investigation, claim, demand or proceeding, which are threatened against or suffered, sustained, incurred or required to be paid by Declarant as a result of the Association's failure to comply with the Stormwater Declaration. In addition, for good and valuable consideration, the Association and all Owners, jointly and severally, release Declarant, its successors and assigns, from any and all liability in any way related to the Stormwater Declaration and/ or the Common Area. The provisions set forth in this Section 3 of this Article VI may not be altered or rescinded without the express written consent of the Declarant.

#### ARTICLE VII MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every Owner shall be a Member of the Association. The Declarant acting through its designated officers, employees and agents shall be a Member of the Association. In the case of multiple ownership of any Lot, each Owner shall be a Member, subject to such limitations and fees established by the Declarant.

Section 2. The Association shall have one type of regular voting membership. Each Member shall be entitled to one (1) vote for each Lot which he/ she owns. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. If a residence is constructed on more than one Lot, the Owner shall have one vote for the residence, but shall have no additional vote for each other Lot comprising a part of the total consolidated home or building site so long as such Lot remains a part of the consolidated site.

Section 3. The Association shall be initially governed by a Board of Directors consisting of up to three (3) persons, with the number in subsequent years to be determined as provided for in the By-Laws of the Association. The Declarant shall have the right to appoint and remove all three (3) persons on the Board, or any lesser number in its discretion, and to appoint and remove all officers of the Association during the Period of Declarant Control.

Section 4. Each Member shall be entitled to as many votes as equals the number of votes he/ she is ordinarily entitled to multiplied by the number of Directors to be elected, but may not cast all of such votes for any one (1) Director and must distribute them among the number to be voted for, and all votes must be cast in whole numbers and not fractions thereof. It is the intent of this Section to prohibit cumulative voting.

ARTICLE VIII  
PROPERTY RIGHTS IN THE COMMON AREA

Subject to the provisions of this Declaration, the rules and regulations of the Association, and any fees or charges established by the Association, every Member and every tenant and guest of such Member shall have a right of easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title of every Lot. This appurtenant easement cannot be separated from or conveyed separately from fee simple title to the Lot. The privilege granted to guests and tenants of Members to use and enjoy the Common Area is subject to the following:

(a) the right of the Association, in accordance with its Bylaws or otherwise, to borrow money for the purpose of improving and/or maintaining the Common Area and providing services authorized herein and in aid thereof to mortgage said properties; and

(b) the special Declarant rights reserved herein.

ARTICLE IX  
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. The Declarant, for each Lot owned within the Property, 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 which are Common Expenses; (2) special assessments for extraordinary maintenance and capital improvements; and (3) to the appropriate governmental taxing authority, a pro rata share of assessments for public improvement to the Common Area if the Association shall default in payment thereof. The annual and special assessments, together with interest and costs, and reasonable attorney's fees for collection, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his/ her successors in title unless expressly assumed by them.

The Association shall also have the authority, through the board of directors to establish, fix and levy a special assessment on any Lot to secure the liability of the Owner thereof to the Association arising from breach by such Owner of any of the provisions of this Declaration which breach shall require the expenditure of time and money or both, by the Association to repair or remedy.

Each Owner covenants, for himself, his/ her heirs, successors and assigns, to pay each assessment levied by the Association on the Lot described in such conveyance to him/ her within ten (10) days of the due date as established by the board, and further covenants that if said assessment shall not be paid within thirty (30) days of the due date, the payment of such assessment shall be in default and the amount thereof become a lien upon said Owner's Lot as provided herein and shall continue to be such lien until fully paid.

Section 2. The assessments levied by the Association shall be used exclusively for the paying of Common Expenses and for the use and enjoyment of the Common Area, together with reasonable and prudent reserves, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Area, the providing for limited access to the property, the procurement and maintenance of insurance as deemed appropriate by the board or as required by statute, the employment of counsel, accountants and other professionals for the Association when necessary, any amounts required for the

Escrow Fund as required by the Maintenance Agreement (per Article VI, Section 9), and such other needs as may arise.

Section 3. The initial annual assessment for Common Expenses shall be \$250.00 annually based on the calendar year, such annual assessment for each Lot to commence upon the sale of each Lot upon which a newly constructed residence has been built. Any builder shall be exempt from the annual assessment until the first (1<sup>st</sup>) anniversary of the builder's purchase of any Lot (after which date such builder shall be responsible for payment of the annual assessment on a pro rata basis, until such time as the builder has sold the Lot to a homebuyer). In addition, all builders (and/ or any other buyer of any undeveloped Lot upon which a residence has not yet been constructed) shall be assessed a one time or initial start-up fee of \$250.00, which shall be collected upon the purchase of each undeveloped Lot. Any buyer of a Lot upon which a newly-constructed residence has already been built shall not be responsible for paying an initial start-up fee. The Association, acting by and through its board of directors, shall have the fiduciary discretion to adjust the annual assessment for Common Expenses on any annual (or more frequent) basis, as reasonably necessary; and shall have the authority to determine when such assessments shall be due and payable. The Declarant shall have no liability to the Owners or the Association if assessments are not collected during the Period of Declarant Control. Notwithstanding anything to the contrary herein, it is understood and agreed that the Declarant and/ or any building companies having common ownership with Declarant, shall be fully exempt from any and all assessment and/ or start-up fee requirements as set forth herein.

Section 4. Any assessment not paid within thirty (30) days after the due date shall be delinquent, in default and shall bear interest from the due date at the rate of eighteen (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same plus interest, costs, late payment charges and reasonable attorneys' fees, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/ her Lot. The lien herein granted unto the Association shall be enforceable (and may be foreclosed) in accordance with Chapter 47F (or any other pertinent chapter) of the North Carolina General Statutes.

#### ARTICLE X INSURANCE REQUIREMENTS; COMMON AREA

The Association shall keep liability (and casualty insurance, as appropriate) on the Common Area in the Stonegate subdivision, in accordance with the minimum requirements of NCGS 47F-3-113 of the Planned Community Act, or other pertinent provision, as such may be amended. The Board of Directors of the Association shall have the right to purchase more insurance than the minimum so required, including additional coverage types or endorsements, in its fiduciary discretion.

#### ARTICLE IX PROTECTED WOODPECKER HABITAT; ADDITIONAL RESTRICTIONS

It is expressly noted that certain Common Area within the Stonegate subdivision is located within areas that have located in areas that have been defined as endangered habitat of the red-cockaded woodpecker ("Endangered Habitat"), said areas being specifically identified as "Cav. #2 (Tag 11264)", "Cav. #3 (Tag 11118)", and "Cav. #5 (Tag 11262), and "Cav. #6 (Tag 11263); as such, any land-disturbing or other activity within any such Endangered Habitat, to the extent allowed by this Declaration, shall be expressly subject to any published governmental regulation, now or in the future, that may apply to

such Endangered Habitat. It is noted that no portion of any Lot falls within such Endangered Habitat.

ARTICLE XII  
GENERAL PROVISIONS

Section 1. So long as Declarant is an owner of a Lot shown on the plat, Declarant, or any Owner, or the Association (acting through its board) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner or by the Association (acting through its board) to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns. This Declaration may be amended by a written recorded instrument signed by Owners of Lots to which at least sixty-six percent (66%) of the votes in the Association have been allocated; however, during the Period of Declarant Control, the Owners may not amend the Declaration without the written consent of Declarant, as evidenced by the Declarant joining as a signatory to any such amendment. In addition, Declarant shall have the right to unilaterally amend this Declaration in a reasonable matter (taking into account the general the plan of development and not deviating therefrom), by a written recorded instrument during the Period of Declarant Control.

Section 3. In the event of any conflict between the provisions of this Declaration and any applicable provisions of the City of Fayetteville Ordinance, the provisions of the City of Fayetteville Ordinance shall control.

Section 4. It is understood and agreed that Declarant shall be responsible for all street maintenance and repair within the Stonegate subdivision until such time as NCDOT (or other governmental agency, as applicable) has formally agreed to accept maintenance responsibility therefore.

Section 5. Any city and/or county ad valorem taxes on the Common Area, if any, as well as city and/or county and/or PWC assessments for public and private capital improvements on the Common Area, if any, shall be the responsibility of and paid by the Association from the common expense assessment as described elsewhere herein.

Upon default by the Association in the payment of any ad valorem taxes levied against Common Area or assessments for public or private capital improvements, which continues for a period of six (6) months, then each Lot Owner shall become personally obligated to pay the tax or assessment to the assessing governmental authority, with each Owner's portion of such taxes or assessments to be determined by on a prorata basis, based on the total number of Lots, as may be equitably appropriate. If not paid by the Owner within thirty (30) days, said sum shall become a continuing lien upon any such Owner's Lot, and the taxing or assessing governmental authority may either bring an action at law against the Owner personally obligated to pay the same, or elect to foreclose the lien.

Section 7. No party wall or common wall (whereby adjacent Lot Owners would commonly own (and share) a wall along a common Lot boundary line) shall be allowed within the Stonegate subdivision.

Section 8. Subject to the terms contained in this Declaration which may lawfully deviate from the default terms contained in the North Carolina Planned Community Act (NCGS 47F et seq) (the "Act"), the Declarant hereby intends that the Stonegate subdivision be expressly subject to the terms of the Act, as such may be amended.

**[Signature Page Attached Hereto]**

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its authorized Manager as of the date set forth in the below notary acknowledgment.

DECLARANT:

CRA HOME BUILDERS, INC.

By: \_\_\_\_\_

*George H. Armstrong*

Its: \_\_\_\_\_

President

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated:

George H. Armstrong, as President of CRA HOME BUILDERS, INC., a North Carolina corporation.

Date: June 10, 2015

Official Signature of Notary: \_\_\_\_\_

*Susan M. Llanos*

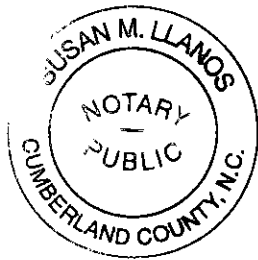
Notary's Printed Name: \_\_\_\_\_

Susan M. Llanos

My commission expires: \_\_\_\_\_

August 21, 2015

[Affix Notary Seal or Stamp]



(N.P. SEAL)

BK09666 PG0078

**EXHIBIT A**

[Attached Articles of Incorporation of Association]

[See pages that follow]



**NORTH CAROLINA** K09666 PG0079  
**Department of the Secretary of State**

To all whom these presents shall come, Greetings:

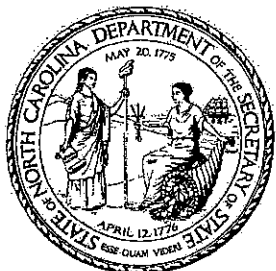
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

**ARTICLES OF INCORPORATION**

**OF**

**STONEGATE OF FAYETTEVILLE HOMEOWNERS ASSOCIATION, INC.**

the original of which was filed in this office on the 17th day of December, 2013.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 17th day of December, 2013.

*Elaine F. Marshall*

Secretary of State

BK 09666 PG 0080

SOSID: 1352776  
Date Filed: 12/17/2013 1:47:00 PM  
Elaine F. Marshall  
North Carolina Secretary of State

C2013 351 00235

State of North Carolina  
Department of the Secretary of State

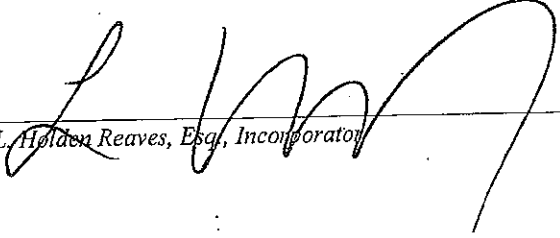
ARTICLES OF INCORPORATION  
NONPROFIT CORPORATION

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

1. The name of the corporation is: Stonegate of Fayetteville Homeowners Association, Inc.
2. \_\_\_\_\_ (Check only if applicable.) The corporation is a charitable or religious corporation as defined in NCGS §55A-1-40(4).
3. The street address and county of the initial registered office of the corporation is:  
 Number and Street: 238 N. McPherson Church Road  
 City, State, Zip Code: Fayetteville, NC 28303 County: Cumberland
4. The mailing address *if different from the street address* of the initial registered office is:  
[Same as street address]
5. The name of the initial registered agent is:  
Butch Dunlap
6. The name and address of each incorporator is as follows: \_\_\_\_\_  
L. Holden Reaves, Esq., P.O. Box 53187, Fayetteville, NC 28305. (Cumberland County), Incorporator
7. (Check either a or b below.)  
 a.  The corporation will have members.  
 b.  The corporation will not have members.
8. Attached are provisions regarding the distribution of the corporation's assets upon its dissolution. – See attached.
9. Any other provisions which the corporation elects to include are attached. – N/A
10. The street address and county of the principal office of the corporation is:  
 Number and Street: 238 N. McPherson Church Road  
 City, State, Zip Code: Fayetteville, NC 28303 County: Cumberland
11. The mailing address *if different from the street address* of the principal office is:  
[Same as street address]

12. These articles will be effective upon filing, unless a later time and/or date is specified: To be effective upon filing.

This is the 16th day of December, 2013.



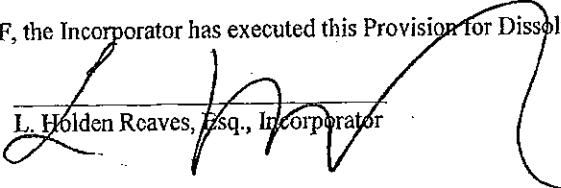
L. Holden Reaves, Esq., Incorporator

Attachment to  
Articles of Incorporation of  
Stonegate of Fayetteville Homeowners Association, Inc.

Provision for Dissolution

Upon dissolution of the corporation, other than incident to a merger or consolidation, after all liabilities and obligations of the corporation have been paid, or adequate provision made therefore, then (a) assets held upon special condition shall be disposed of in accordance therewith; and (b) other assets shall be distributed in accordance with the corporation's plan of distribution pursuant to Section 55A-14-03 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the Incorporator has executed this Provision for Dissolution this the 16th day of December, 2013.

  
L. Holden Rcaves, Esq., Incorporator

NOTES:

1. Filing fee is \$60. This document must be filed with the Secretary of State.

Revised January 2000

Form N-01

CORPORATIONS DIVISION

P. O. BOX 29622

RALEIGH, NC 27626-0622

**EXHIBIT B**

**BYLAWS  
OF  
STONEGATE OF FAYETTEVILLE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I.  
BUSINESS ADDRESS**

The initial business address of Stonegate of Fayetteville Homeowners Association, Inc. (the "Association") shall be 238 N. McPherson Church Road, Fayetteville, North Carolina 28303. The business address may be changed by the Board of Directors in its discretion.

**ARTICLE II.  
MEMBERSHIP IN THE ASSOCIATION**

Every person or entity who is a record owner of a fee or undivided fee interest in any of the Lots in Stonegate subdivision (the "Subdivision"), located in the City of Fayetteville, Cumberland County, North Carolina, shall be a member of the Association. Ownership of such interest shall be the sole qualification for membership, and membership shall be appurtenant to and may not be separated from such ownership.

**ARTICLE III.  
PURPOSES OF THE ASSOCIATION**

The purposes and duties of the Association shall be:

- A. To manage the Subdivision pursuant to the terms and provisions of that certain recorded Declaration of Restrictive Covenants and Easements for Stonegate (to which these bylaws are attached) (the "Declaration"); these bylaws (the "Bylaws"); any rules and regulations promulgated by the Association or its Board of Directors (the "Rules and Regulations"); and otherwise in general accordance with the North Carolina Planned Community Act as codified in Chapter 47F of the North Carolina General Statutes;
- B. To enforce the provisions of these Bylaws, the Declaration, and any Rules and Regulations promulgated by the Association or its Board of Directors;
- C. To promote and protect the enjoyment and beneficial use and ownership of all of the Lots within the Subdivision (the "Lots").

No part of the net earnings of the Association shall inure to the benefit of its members, the

members of its Board of Directors or its officers, or to any other person, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the above stated purposes.

ARTICLE IV.  
ASSESSMENTS

The Association shall make and collect assessments against the Lots as stated in the Declaration and as authorized by Chapter 47F of the North Carolina General Statutes.

ARTICLE V.  
MEETINGS OF MEMBERS

Section 1. Place of Meetings. All meetings of members shall be held at such place in or near the City of Fayetteville, Cumberland County, North Carolina, as shall be designated on the notice of the meeting or agreed upon by a majority of the members entitled to vote thereat.

Section 2. Annual Meetings. The annual meeting of the members shall be held during the same month each year as determined by the Board of Directors, for the following purposes:

1. to ratify or reject the summary of the proposed budget submitted by the Board of Directors pursuant to Article VI below;
2. to elect the Board of Directors of the Association (subject to the provisions of the Declaration) for the coming fiscal year; and
3. to transact any other business that may come before the membership, including but not limited to the adoption, modification and/or repeal of any Rules and Regulations governing the Subdivision.

Section 3. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by these Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 4 of this Article V. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 4. Special Meetings. Special meetings of the members may be called at any time by the President or the Board of Directors of the Association, or upon the written request of not less than ten percent (10%) of the members.

Section 5. Notice of Meetings. Written notice of the meeting shall be delivered not less than ten (10) nor more than sixty (60) days (unless otherwise provided in the Declaration) before the date of any members' meeting, either personally, by mail, or by electronic mail over the internet, by or at the direction of the President, the Secretary, or other person calling the meeting, to each member of record. The notice shall state the time and place of the meeting and shall also state the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes and any proposal to remove an officer/director. If mailed, such shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at his/her address as it appears on the record of members of the Association, with postage thereon prepaid. If sent by electronic mail over the internet, such shall be deemed to be delivered when sent by electronic email to an electronic mailing address designated in writing by the Lot owner. It shall be the responsibility of the individual members to keep the Secretary informed of their current addresses. In the absence of instructions from an individual member as to his/her address, the Secretary shall be entitled to rely on the most recent records of the Cumberland County Tax Collector to determine the addresses of the owner(s) of a Lot. The notice of meeting must state the time and place of the meeting and all items on the agenda for the meeting.

When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty (30) days in any one adjournment, it is not necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

Section 6. Voting Rights. On matters of the Association's business submitted to vote of the membership, there shall be one (1) vote per Lot, regardless of the number of owners of a Lot. At any annual meeting, substitute annual meeting, or special meeting of members, twenty percent (20%) of the Lots (represented either in person or by proxy) shall constitute a quorum for the purposes of submitting any matter to a vote. Except as otherwise provided by the Declaration, Chapter 47F of the North Carolina General Statutes, or these Bylaws, all matters submitted to a vote at any meeting held in accordance with these Bylaws shall be decided by a simple majority of the total votes cast. In the event that business cannot be conducted at any meeting because a quorum is not present, the provisions of Chapter 47F-3-109 (or other pertinent provision of the Planned Community Act) shall control with respect to imposing a lesser quorum requirement for the rescheduled meeting after adjournment of the original meeting due to lack of a quorum.

Section 7. Voting by Proxy. Votes may be cast either in person or by one (1) or more agents authorized by a dated, written proxy executed by the member or his/her attorney-in-fact. A proxy terminates one (1) year after its date, unless it specifies a shorter term. Any form of proxy which is sufficient in law may be used, but the form as shown on Exhibit A-1 attached hereto shall be deemed sufficient.

Section 8. Voting List. At least ten (10) days before each meeting of members, the Secretary of the Association shall prepare an alphabetical list of the members entitled to vote at such meeting or any adjournment thereof, with the address of each, which list shall be kept on file with the book of records of the Association. This list shall be produced and kept open at the time and place of the meeting and shall be subject to inspection by any members during the whole time of the meeting.

Section 9. Waiver of Notice. Any member may waive notice of any meeting. The attendance by a member at a meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

## ARTICLE VI. BOARD OF DIRECTORS

Section 1. Purpose, Number and Term of Office. The business and affairs of the Association shall be managed by a Board of Directors of at least three (3) individuals, who shall be entitled to act on behalf of the Association. The Board of Directors shall be appointed by CRA Home Builders, Inc. (the "Declarant") until such time as the Period of Declarant Control (as defined in the Declaration) expires or terminates (and it is noted that during the Period of Declarant Control only, the total number of the Board of Directors may be less than three (3), to be determined in the Declarant's discretion). At the first meeting of the membership of the Association following the termination of the Period of Declarant Control, the members of the Board of Directors shall be elected by the membership of the Association and those persons who receive the highest number of votes at a meeting at which a quorum is present shall be elected. Each member of the Board of Directors shall hold office until his/her death, disability, resignation or removal, or until the expiration of his/her term and the election of his/her successor. All Directors elected by the membership of the Association must be Lot owners.

Section 2. Powers and Duties. The Board of Directors shall have the power and the duty to act on behalf of the Association in all instances, except that the Board may not amend the Declaration, terminate the Subdivision, elect members of the Board (except to fill any vacancy in its membership for the unexpired portion of a term) or determine the qualifications, powers, duties or terms of office of members of the Board. In addition the Board of Directors shall have the following specific powers, duties and responsibilities:

A. The Board will keep a complete record of all of its acts and all affairs of the Association and make the same reasonably available for examination by any member, his/her agents or mortgagees.

B. The Board will adopt a proposed budget for the Association to be approved or rejected by the membership of the Association at its annual meeting. The proposed budget shall be adopted at a meeting of the Board to be held prior to the annual

meeting of the membership of the Association. A summary of the proposed budget, including the amount of any proposed assessments against the Lots shall be mailed to the membership not more than fourteen (14) nor less than thirty (30) days after the adoption of the proposed budget. The proposed budget shall be deemed ratified by the Lot owners unless at the annual meeting more than fifty percent (50%) of the Lot owners vote to reject it. At the annual meeting, there shall be no requirement that a quorum be present for purposes of approving the budget. In the event the proposed budget is rejected, the periodic budget last ratified shall be continued until such time as the membership ratifies a budget subsequently proposed by the Board of Directors.

C. The Board may fine any Lot in accordance with the provisions of the Declaration for any single violation of the Declaration, these Bylaws or any Rules and Regulations promulgated by the Board. In such event, the Board shall provide the Lot owner fined an opportunity to be heard before an adjudicatory panel to be appointed by the Board pursuant to Article X below. Multiple fines may be assessed against any Lot owner for multiple violations. Any such fines shall be deemed assessments against the Lot of such owner, and shall be collectable as provided in the Declaration.

D. The Board may contract a management agent to perform and execute such duties, functions and responsibilities of the Board as the Board may deem appropriate; however, no such contract shall relieve the Board from its fiduciary duty to the Association.

Notwithstanding any other provision herein, the Board of Directors is authorized, on behalf of the Association, to submit any dispute with or claim against the owner(s) of any Lot(s) to voluntary arbitration pursuant to any arbitration program then in effect in the General Court of Justice of Cumberland County, North Carolina.

Section 3. Removal of Directors. Notwithstanding any provision in the Declaration or in these Bylaws to the contrary, the Lot owners, by a majority vote of all persons present and entitled to vote at any meeting of the Lot owners at which a quorum is present, may remove any member of the Board of Directors with or without cause, other than a member of the Board of Directors appointed by the Declarant.

Section 4. Vacancies. In the event of the death, disability, resignation or removal of a director, his/her successor shall be selected and appointed by the remaining members of the Board of Directors to serve until the next meeting of the membership of the Association; or until a successor is appointed by the Declarant if such vacancy is the result of the death, disability, resignation or removal of an initial director or a director who was appointed by the Declarant.

## ARTICLE VII. MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Called Meetings. Meetings of the Board of Directors may be called by

or at the request of the President or any two (2) directors.

Section 2. Notice of Meeting. The person or persons calling a meeting of the Board of Directors shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called.

Section 3. Waiver of Notice. Any member of the Board of Directors may waive notice of any meeting. The attendance by a member of the Board of Directors at a meeting shall constitute a waiver of notice of such meeting, except where a member of the Board of Directors attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Quorum. Fifty percent (50%) of the number of the members of the Board of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the members of the Board of Directors.

Section 5. Manner of Acting. Except as otherwise provided in these Bylaws, the act of the majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 6. Informal Action by Members of the Board of Directors. Action taken by a majority of the members of the Board of Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by a majority of the members of the Board of Directors and filed in the book of records of the Association (and all members are notified), whether done before or after the action so taken.

Section 7. Committees of the Board. The Board of Directors may establish either standing or ad hoc committees of the members to assist it in its work. Such committees shall be chaired by a member of the Board of Directors.

## ARTICLE VIII OFFICERS

Section 1. Designation. The officers of the Association shall consist of a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the membership may from time to time elect. The offices of Secretary and Treasurer may be held by the same person; otherwise, no other two (2) offices may be held by the same person.

Section 2. Election and Term. The initial officers of the Association shall be elected by the initial members of the Board of Directors of the Association. Subsequently, the officers of the Association shall be appointed by the Board of Directors. Members of the Board shall be eligible for appointment to serve as officers of

the Association. The officers shall be appointed to one-year terms, and each officer shall hold office until his/her death, disability, resignation or removal, or until the expiration of his/her term and the appointment of his/her successor.

Section 3. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He/she shall, when present, preside at all meetings of the members. He/she shall sign, with the Secretary, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall execute any amendments to the Declaration approved by the membership of the Association.

Section 4. Vice President. In the absence of the President or in the event of his/her death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or the Board of Directors.

Section 5. Secretary. The Secretary shall: (a) keep minutes of the meetings of members, of the Board of Directors and of all Executive Committees in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Association (if a stamp seal exists), and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized and mandated; (d) be authorized to certify and oversee the recordation of amendments to the Declaration on behalf of the Association; (e) keep a register of the post office address and/or electronic mail addresses of each member which shall be furnished to the Secretary by such member; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 6. Treasurer. If the Association is self-managed and chooses not to delegate the handling of Association monies to a professional management company, then there shall be elected a Treasurer of the Association. The Treasurer shall be bonded by a reputable insurance or surety company (if the Board of Directors so decides) and shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such depositories as shall be selected in accordance with the provisions of Section 4 of

Article IX of these Bylaws; (c) prepare, execute and deliver certificates of Assessments as may be required by the Declaration or by Chapter 47F of the North Carolina General Statutes; and (d) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

ARTICLE IX.  
CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on the behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks and Drafts. All checks, drafts or other orders for the payment of money, issued in the name of the Association, shall be signed by the President or the Treasurer of the Association; however, it is understood that the Board of Directors may delegate such signing authority to a property management company that has been contractually retained by the Association. Any such property management company shall be bonded by a reputable insurance or surety company.

Section 4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such depositories as the Board of Directors may select.

ARTICLE X  
ADJUDICATORY PANEL

Section 1. Appointment of Adjudicatory Panel. The Board of Directors shall, not less than annually, appoint an Adjudicatory Panel of not less than three (3) individuals, all of whom shall be residents of the Subdivision; however, during the Development Period, the Declarant may appoint non-resident individuals to said Adjudicatory Panel. Members of the Board shall be eligible to serve as members of the Adjudicatory Panel. Members of the Adjudicatory Panel shall be appointed to one-year terms, and each member shall sit until his/her death, disability, resignation or removal, or until the expiration of his/her term and the appointment of his/her successor.

Section 2. Hearings. In the event that a fine is assessed against a Lot owner by the Board of Directors pursuant to Subsection 2(C) Article VI above, the Adjudicatory Panel shall provide to the Lot owner so fined notice of the violation and an opportunity to be heard regarding the alleged violation and the assessed fine. If within ten (10) days of

receipt of the notice the Lot owner requests in writing a hearing, the Adjudicatory Panel shall hear the matter within twenty (20) days of the date of the written request. A majority of the members of the Adjudicatory Panel shall constitute a quorum for the purpose of conducting a hearing. Following such a hearing, the Adjudicatory Panel shall confirm, deny or modify the fine imposed by the Board and shall notify the Lot owner of its decision. The decision of the Adjudicatory Panel with regard to the fine shall be final.

ARTICLE XI.  
INDEMNIFICATION

Any person who at any time serves or has served as an officer, member of the Board of Directors and/or member of the Adjudicatory Panel of the Association will be indemnified by the Association to the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees, incurred by him/her in connection with any threatened, pending, or completed civil, criminal, administrative, investigative, or arbitrative action, suit, or proceeding (and any appeal therein), whether or not brought by or on behalf of the Association, seeking to hold him/her liable by reason of the fact that he/she is or was acting in such capacity, and (b) reasonable payments made by him/her in satisfaction of any judgment, money decree, fine, penalty or settlement for which he/she may have become liable in any such action, suit or proceeding.

Upon request for payment, the President of the Association shall promptly call a special meeting of the Board of Directors to obtain approval to pay the indemnification required by this bylaw. Such approval may be general or confined to specific instances, and shall not be unreasonably withheld. Upon approval by the Board of Directors, the President shall promptly cause the indemnification to be paid to the requesting party.

Any person who at any time after the adoption of this bylaw serves or has served as an officer, member of the Board of Directors and/or member of the Adjudicatory Panel of the Association shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this bylaw.

ARTICLE XII  
SECTION 528 STATUS

The Association shall elect and shall be managed in such fashion as to maintain tax-exempt status under Section 528 of the Internal Revenue Code of 1986. The Association shall not carry on any activities prohibited by an Association electing tax-exempt status under Section 528, or any corresponding sections or provisions of any future United States Internal Revenue law.

ARTICLE XIII

## AVAILABILITY OF DOCUMENTS

The Association shall keep records of (i) its governing documents; (ii) its actions (board resolutions, minutes of meetings and similar matters); and (iii) its financial condition (receipts and expenditures affecting its finances, operation and administration; budget; financial statements and similar items). Notwithstanding the foregoing, the Association is not required to maintain records in excess of three (3) years, unless otherwise required under applicable law. The Association documents and all books and records kept on behalf of the Association shall be available for examination and copying by a member or such member's authorized agent during normal business hours and upon reasonable notice to the Association and for a reasonable charge, except for privileged or confidential information.

ARTICLE XIV  
GENERAL PROVISIONS

Section 1. Seal. The corporate seal of the Association shall consist of two concentric circles between which is the name of the Association and in the center of which is inscribed SEAL; and such seal, as impressed or drawn on the margin hereof, is hereby adopted as the corporate seal of the Association.

Section 2. Fiscal Year. The fiscal year of the Association shall be January 1 through December 31, unless otherwise determined by the Board of Directors.

Section 3. Amendments. Following the expiration of the Development Period (as defined in the Declaration), the members of the Association may amend these Bylaws by the vote of at least sixty-seven percent (67%) of all existing Lot owners at any meeting of the membership of the Association, in which a quorum is present, properly held and conducted pursuant to Article V above.

Section 4. Conflicts. In the event of any conflict between the terms and provisions of these Bylaws and the terms and provisions of the Declaration, the terms and provisions of the Declaration shall control.

Section 5. References to Statutes. All references herein to any provision of the North Carolina general statutes, or any other applicable laws, shall be construed to include and apply to any subsequent amendments thereto or codified replacements/substitutions thereof.

**[The Remainder of This Page Intentionally Left Blank]**

IN TESTIMONY WHEREOF, the foregoing were adopted as the Bylaws of Stonegate of Fayetteville Homeowners Association, Inc. as of the date set forth below.

**DECLARANT:**

**CRA HOME BUILDERS, INC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

*Gary H. Amity*  
President  
June 10, 2015

[Executed by Declarant during Period of Declarant Control]

EXHIBIT A-1 Attached to Bylaws

(Form of Proxy)

The undersigned hereby irrevocably constitute and appoint \_\_\_\_\_ their attorney-in-fact and proxy for the sole purpose of casting the vote allocated to Lot \_\_\_\_\_, on all matters submitted to vote at that meeting of \*\*\*, to be held on \_\_\_\_\_, 20\_\_ The undersigned hereby ratify and confirm all such votes cast on behalf of said Lot at that meeting, and certify that they are fully authorized to execute this instrument of proxy on behalf of all owners of any fee interest in said Lot.

This the \_\_\_\_\_ day of \_\_\_\_\_..

\_\_\_\_\_  
Member (Lot owner) or His/ Her Attorney-in-Fact

FILED	May 06, 2024
AT	10:19:00 AM
BOOK	11964
START PAGE	0070
END PAGE	0074
INSTRUMENT #	12971
RECORDING	\$26.00
EXCISE TAX	\$0.00

Prepared By and Return To:  
L. Holden Reaves, Esq.  
Reaves Law, PLLC  
PO Box 53187  
Fayetteville, NC 28305

**SUPPLEMENTAL DECLARATION OF RESTRICTIVE COVENANTS AND  
EASEMENTS FOR STONEGATE**

[The Hills at Stonegate, Section 1A]

**THIS SUPPLEMENTAL DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR STONEGATE** (this "Amendment") is made and entered into as of the date set forth below by **CRA HOME BUILDERS, LLC**, a North Carolina limited liability company (the "Declarant").

**WITNESSETH:**

WHEREAS, the Declarant is the named "Declarant" in those certain Restrictive Covenants and Easements for Stonegate, Section 3 recorded in Book 9666, Page 65, as amended by Assignment and Transfer of Declarant Rights in Book 9926, Page 444, as amended by Supplemental Declaration (Section 4) in Book 10143, Page 604, as amended by Supplemental Declaration (Section 4) in Book 10738, Page 425, as amended by Assignment and Transfer of Declarant Rights (Sections 3 and 4 and Future Sections) in Book 11911, Page 301, all Cumberland County, NC Registry (together, the "Declaration");

WHEREAS, the Period of Declarant Control remains in effect;

WHEREAS, the Declaration provided that future sections of Stonegate subdivision would become subject to the Declaration after recording of the plat for said new section(s) and recording of a supplemental declaration which expressly makes the new section(s) subject to the Declaration;

WHEREAS, Declarant is the owner of said new section(s) and has caused a plat entitled "The Hills at Stonegate, Section 1A" to be recorded in Plat Book 151, Page 70, aforesaid Registry (the "New Section");

WHEREAS, Declarant desires that the New Section be subject to, and bound by, the terms of the Declaration, and the covenants and restrictions contained therein; and further desires that the New Section be held, transferred, conveyed, given, donated, leased, occupied and used subject to the terms of the Declaration; and

WHEREAS, the Declarant desires to further amend the Declaration.

NOW, THEREFORE, for and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby declares and amends the Declaration, as follows:

1. The above recitals are incorporated herein by reference;
2. The New Section is hereby made subject to the terms of the Declaration; and henceforth, the New Section shall be subject to, and bound by, the terms of the Declaration, and the covenants and restrictions contained therein; and the New Section be held, transferred, conveyed, given, donated, leased, occupied and used subject to the terms of the Declaration;
3. Further, the Declarant hereby amends the Declaration as follows:
  - (a) Article IV, Section 3 of the Declaration is amended to reflect new minimum dwelling dimensions in the New Section, as follows:

*"No dwelling shall be erected or allowed to remain on any of the Lots in the New Section which shall contain a ground floor heated-area living space of less than sixteen hundred (1600) square feet, of which at least eight hundred (800) square feet must be on the ground floor."*
  - (b) Article VI, Section 1 of the Declaration is amended to reflect that the defined term "Stormwater Declaration" shall collectively include those certain Declarations of Covenants Inspection/ Maintenance of Stormwater Management Facility, Transfer of Maintenance Responsibilities, in favor of the City of Fayetteville, as recorded in Book 9637, Page 264 and Book 10142, Page 17, Cumberland County, NC Registry;

- (c) Article VI of the Declaration is amended to add new Section 5 as follows:

*“Section 5. Once the Declarant has constructed any required structural stormwater management facilities (i.e. any detention pond(s)) on any portion of the Common Area in the New Section, and conveyed such Common Area to the Association, as evidenced by a recorded warranty deed, then, for good and valuable consideration, the Association shall become fully responsible for complying with all covenantor obligations as set forth in those certain Declarations of Covenants For Maintenance of Stormwater Structural Controls City of Fayetteville recorded in Book 11962, Page 865 and Book 11962, Page 874, aforesaid Registry (together, the “New Stormwater Agreements”); and Declarant shall be released of all liability thereunder, subject to a one-year warranty period after completion of such construction (during which Declarant shall warrant the proper construction and function of such structural stormwater management facilities), and except as otherwise specifically set forth in this Article VI, Section 5.*

*The Owners in the New Section will be exclusively responsible for all additional expenses to maintain the stormwater management facilities in the New Section (as compared to the stormwater management facilities in the prior sections of Stonegate subdivision); and the assessments levied by the Association upon the Owners in the New Section shall be adjusted accordingly. Such additional expenses shall be deemed Common Expenses for which the Owners in the New Section will be exclusively responsible.*

*In addition, the Owners (and not the Declarant) shall pay the required fee (in an amount equal to ten (10) percent of the initial construction cost of the stormwater management facilities) into an escrow account to be maintained by the Association, within the applicable five (5) year period, as required by the New Stormwater Agreements; and such shall be considered a Common Expense.*

*The Association and all Owners, jointly and severally, agree to save, defend, keep harmless, and indemnify Declarant, its successors and assigns, of and from all loss, damage, costs, charge, liability or expense, including court costs, attorneys’ fees, and other costs and expenses incident to any suit, investigation, claim, demand or proceeding, which are threatened against or suffered, sustained, incurred or required to be paid by Declarant as a result of the Association’s failure to comply with the obligations set forth in the New Stormwater Agreements. In addition, for good and valuable consideration, the Association and all Owners, jointly and severally, release Declarant, its successors and assigns, from any and all liability in any way related to the Stormwater Declarant and/ or the Common Area. The provisions set forth in this Article VI, Section 5 may not be altered or rescinded without the express written consent of Declarant.”*

4. Except as modified by this Amendment, all other terms and conditions contained in the Declaration remain in full force and effect. Defined terms not defined herein shall have the meaning ascribed to them in the Declaration.

**[The Remainder of This Page Intentionally Left Blank;  
Signature Page Attached Hereto]**

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date set forth in the below notary acknowledgment.

**DECLARANT:**

**CRA HOME BUILDERS, LLC**

By: Brian L. Armstrong  
Brian L. Armstrong  
Vice President

**STATE OF NORTH CAROLINA**

**COUNTY OF CUMBERLAND**

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose stated therein and in the capacity indicated: Brian L. Armstrong, in his capacity as Vice President of CRA Home Builders, LLC, a North Carolina limited liability company.

Date: May 1<sup>st</sup>, 2024

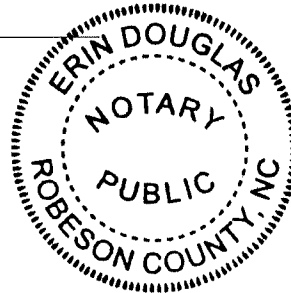
Official Signature of Notary: Erin Douglas

Notary's Printed Name: Erin Douglas

My commission expires: May 2, 2028

A Robeson Co. Notary

[Affix Notary Seal or Stamp]



FILED	May 06, 2024
AT	10:19:00 AM
BOOK	11964
START PAGE	0070
END PAGE	0074
INSTRUMENT #	12971
RECORDING	\$26.00
EXCISE TAX	\$0.00

Prepared By and Return To:  
L. Holden Reaves, Esq.  
Reaves Law, PLLC  
PO Box 53187  
Fayetteville, NC 28305

**SUPPLEMENTAL DECLARATION OF RESTRICTIVE COVENANTS AND  
EASEMENTS FOR STONEGATE**

[The Hills at Stonegate, Section 1A]

**THIS SUPPLEMENTAL DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR STONEGATE** (this "Amendment") is made and entered into as of the date set forth below by **CRA HOME BUILDERS, LLC**, a North Carolina limited liability company (the "Declarant").

**WITNESSETH:**

WHEREAS, the Declarant is the named "Declarant" in those certain Restrictive Covenants and Easements for Stonegate, Section 3 recorded in Book 9666, Page 65, as amended by Assignment and Transfer of Declarant Rights in Book 9926, Page 444, as amended by Supplemental Declaration (Section 4) in Book 10143, Page 604, as amended by Supplemental Declaration (Section 4) in Book 10738, Page 425, as amended by Assignment and Transfer of Declarant Rights (Sections 3 and 4 and Future Sections) in Book 11911, Page 301, all Cumberland County, NC Registry (together, the "Declaration");

WHEREAS, the Period of Declarant Control remains in effect;

WHEREAS, the Declaration provided that future sections of Stonegate subdivision would become subject to the Declaration after recording of the plat for said new section(s) and recording of a supplemental declaration which expressly makes the new section(s) subject to the Declaration;

WHEREAS, Declarant is the owner of said new section(s) and has caused a plat entitled "The Hills at Stonegate, Section 1A" to be recorded in Plat Book 151, Page 70, aforesaid Registry (the "New Section");

WHEREAS, Declarant desires that the New Section be subject to, and bound by, the terms of the Declaration, and the covenants and restrictions contained therein; and further desires that the New Section be held, transferred, conveyed, given, donated, leased, occupied and used subject to the terms of the Declaration; and

WHEREAS, the Declarant desires to further amend the Declaration.

NOW, THEREFORE, for and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby declares and amends the Declaration, as follows:

1. The above recitals are incorporated herein by reference;
2. The New Section is hereby made subject to the terms of the Declaration; and henceforth, the New Section shall be subject to, and bound by, the terms of the Declaration, and the covenants and restrictions contained therein; and the New Section be held, transferred, conveyed, given, donated, leased, occupied and used subject to the terms of the Declaration;
3. Further, the Declarant hereby amends the Declaration as follows:
  - (a) Article IV, Section 3 of the Declaration is amended to reflect new minimum dwelling dimensions in the New Section, as follows:

*"No dwelling shall be erected or allowed to remain on any of the Lots in the New Section which shall contain a ground floor heated-area living space of less than sixteen hundred (1600) square feet, of which at least eight hundred (800) square feet must be on the ground floor."*
  - (b) Article VI, Section 1 of the Declaration is amended to reflect that the defined term "Stormwater Declaration" shall collectively include those certain Declarations of Covenants Inspection/ Maintenance of Stormwater Management Facility, Transfer of Maintenance Responsibilities, in favor of the City of Fayetteville, as recorded in Book 9637, Page 264 and Book 10142, Page 17, Cumberland County, NC Registry;

- (c) Article VI of the Declaration is amended to add new Section 5 as follows:

*“Section 5. Once the Declarant has constructed any required structural stormwater management facilities (i.e. any detention pond(s)) on any portion of the Common Area in the New Section, and conveyed such Common Area to the Association, as evidenced by a recorded warranty deed, then, for good and valuable consideration, the Association shall become fully responsible for complying with all covenantor obligations as set forth in those certain Declarations of Covenants For Maintenance of Stormwater Structural Controls City of Fayetteville recorded in Book 11962, Page 865 and Book 11962, Page 874, aforesaid Registry (together, the “New Stormwater Agreements”); and Declarant shall be released of all liability thereunder, subject to a one-year warranty period after completion of such construction (during which Declarant shall warrant the proper construction and function of such structural stormwater management facilities), and except as otherwise specifically set forth in this Article VI, Section 5.*

*The Owners in the New Section will be exclusively responsible for all additional expenses to maintain the stormwater management facilities in the New Section (as compared to the stormwater management facilities in the prior sections of Stonegate subdivision); and the assessments levied by the Association upon the Owners in the New Section shall be adjusted accordingly. Such additional expenses shall be deemed Common Expenses for which the Owners in the New Section will be exclusively responsible.*

*In addition, the Owners (and not the Declarant) shall pay the required fee (in an amount equal to ten (10) percent of the initial construction cost of the stormwater management facilities) into an escrow account to be maintained by the Association, within the applicable five (5) year period, as required by the New Stormwater Agreements; and such shall be considered a Common Expense.*

*The Association and all Owners, jointly and severally, agree to save, defend, keep harmless, and indemnify Declarant, its successors and assigns, of and from all loss, damage, costs, charge, liability or expense, including court costs, attorneys’ fees, and other costs and expenses incident to any suit, investigation, claim, demand or proceeding, which are threatened against or suffered, sustained, incurred or required to be paid by Declarant as a result of the Association’s failure to comply with the obligations set forth in the New Stormwater Agreements. In addition, for good and valuable consideration, the Association and all Owners, jointly and severally, release Declarant, its successors and assigns, from any and all liability in any way related to the Stormwater Declarant and/ or the Common Area. The provisions set forth in this Article VI, Section 5 may not be altered or rescinded without the express written consent of Declarant.”*


4. Except as modified by this Amendment, all other terms and conditions contained in the Declaration remain in full force and effect. Defined terms not defined herein shall have the meaning ascribed to them in the Declaration.

**[The Remainder of This Page Intentionally Left Blank;  
Signature Page Attached Hereto]**

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date set forth in the below notary acknowledgment.

**DECLARANT:**

**CRA HOME BUILDERS, LLC**

By:   
Brian L. Armstrong  
Vice President

**STATE OF NORTH CAROLINA**

**COUNTY OF CUMBERLAND**

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose stated therein and in the capacity indicated: Brian L. Armstrong, in his capacity as Vice President of CRA Home Builders, LLC, a North Carolina limited liability company.

Date: May 1<sup>st</sup>, 2024

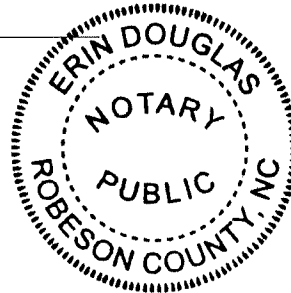
Official Signature of Notary: 

Notary's Printed Name: Erin Douglas

My commission expires: May 2, 2028

A Robeson Co. Notary

[Affix Notary Seal or Stamp]





## The Hills at Stonegate

### YOUR UTILITY COMPANIES

Electric Company	South River EMC
Water Company (or Well)	PWC
Gas Company	none
Sewer Company (or Septic)	PWC

*Call several days before to set up utilities to start on closing day.*

### COMPANY DIRECTORY

### PHONE NUMBER

Piedmont Natural Gas	800-752-7504
Public Works Commission (PWC)	910-483-1382
Lumbee River Electric	910-843-4131
South River EMC	910-892-8071
Duke Progress Energy	800-452-2777
Harnett County Public Utilities	910-893-7575
Hoke County Public Utilities	910-875-6704
Aqua	877-987-2782
Central Electric Membership	919-774-4900
Spectrum Internet/TV	833-267-6094



# Fayetteville PWC's drinking water exceeds new EPA limits for 'forever chemicals'

*Utilities have until 2029 to meet new standards. Public Works Commission spending \$80 million to build PFAS filtration systems*



by [Paul Woolverton](#) June 15, 2024 Updated June 25, 2024

**Note: This story has been revised and updated. See further details at the end.**



This equipment, at the Fayetteville Public Works Commission P.O. Hoffer Water Treatment Facility on the Cape Fear River, tested technology to remove PFAS chemical contaminants from drinking water. The photo was part of a presentation to the PWC board on Jan. 10, 2024. Credit: Fayetteville Public Works Commission

In [quarterly tests since early 2021](#), the amount of “forever chemical” contaminants in the drinking water produced by the Fayetteville Public Works Commission exceeded newly established limits set by the Environmental Protection Agency in the spring.

Since the EPA [did not set a standard until April of this year](#) for these contaminants, known as PFAS chemicals, the PWC was not in violation of EPA regulations. And the EPA is giving public utilities until 2029 to comply. To meet that deadline and come into compliance with the federal regulations, the PWC plans to spend

\$80 million to build PFAS filtration systems at its two water treatment plants.

The newly established EPA limit [for two types of PFAS chemicals, known as PFOA and PFOS, is 4 parts per trillion](#) (ppt) for each chemical. The PWC takes water samples quarterly to look for PFAS substances. Since the contamination levels in the quarterly samples vary, Water Resources Chief Operations Officer Mick Noland said, the new EPA standards will be applied to running averages of the four most recent quarterly samples instead of individual samples.

The PWC has two water treatment plants: the P.O. Hoffer plant and the Glenville Lake plant. According to the PWC's website, between January 2021 and January 2024:

- The running average of PFOA at the Hoffer plant ranged from 4.27 ppt to 6.62 ppt, vs. the EPA's upcoming 4 ppt standard.
- PFOS running averages at the Hoffer plant were from 8.10 ppt to 11.97 ppt.
- At the Glenville Lake plant, PFOA averages were from 4.61 ppt to 6.08 ppt.
- PFOS running averages at Glenville Lake were from 12.26 ppt to 24.23 ppt.

In addition to checking PFOA and PFOS levels, the PWC tests for a mixture of four other PFAS chemicals and reports how they rate on an EPA Hazard Index. The data is used in a formula in which the goal is to score below a level of 1 in the Hazard Index.

Water from the Hoffer plant had running averages of 0.41 to 0.66 on the Hazard Index, vs. the goal of scoring below 1.00.

The Glenville Lake plant's water had running averages of 1.13 to 1.88 on the Hazard Index.

## **Health risks from forever chemicals**

Studies have found that exposure to PFAS chemicals is [associated with increased risk of a number of health hazards](#). The chemicals [have been widely used in consumer and industrial products for decades](#), and researchers have found them [widespread in the environment](#). They are known as “forever chemicals” because they are extremely slow to [break down](#).

In southeastern North Carolina from Fayetteville to Wilmington, PFAS chemicals have been at the center of controversy [since it was made public in 2017](#) that the Chemours Co. chemical factory south of Fayetteville had been discharging a form of PFAS called GenX into the Cape Fear River and the atmosphere for years. The company has since stopped, but PFAS has been found in drinking water wells around the factory. Chemours and its predecessor, DuPont, [are being sued](#) because of the contamination.

The PWC's water intake on the Cape Fear River [is more than 20 miles upstream](#) of the Chemours plant.

The PWC is the city-owned water, sewer and electric utility for Fayetteville and surrounding areas. [Its website says that in 2023](#), the PWC supplied water to more than 225,000 people among nearly 93,000 households, businesses and other customers. The PWC's water quality also affects the soldiers and civilians who live and work at Fort Liberty, [as Fort Liberty gets some of its drinking water from the utility](#).

“PWC’s top priority will continue to be providing drinking water that meets or exceeds all EPA regulatory requirements and we are committed to continued advocacy to prevent PFAS from being discharged into our source water so that we can eliminate the exposure and financial burden for our customers,” PWC spokesman Gavin MacRoberts said in an email to CityView. “It has been well reported that the predominant source of emerging compounds is the use of/and manufacturing of products including cosmetics, shampoos, paints, food packaging, cleaning, stain and stick resistance products.”

The PWC [publishes its PFAS data on its website](#). Some of its drinking water is produced at the P.O. Hoffer Water Treatment Facility on the Cape Fear River, and some comes from the Glenville Lake Water Treatment Facility on Filter Plant Drive between Murchison Road and Bragg Boulevard.

### **Costly filter systems coming soon**

The PWC has budgeted \$80 million to build PFAS filtration systems at the city’s two water treatment plants, MacRoberts said. The systems are expected to be operational by February 2028, he said.



A rendering of what a building to house PFAS filtration equipment might look like if built by the Fayetteville Public Works Commission. This was part of presentation to the PWC's board on Jan. 10, 2024. Credit: Fayetteville Public Works Commission

The PWC's customers, through their water bills, will pay the cost of building the PFAS filter systems, though by how much remains to be determined. To blunt that expense, MacRoberts said, the PWC has won \$11.5 million in grants and a \$19 million low-interest loan. The utility is seeking more federal and state money for the project, he said.

While it waits for the new filter systems to come online, MacRoberts said, the PWC is upgrading an existing filtration

system so that it “can effectively remove modest amounts of PFAS.” This upgrade is to be running by April 2026, he said.

As public utilities across the state deal with the multi-million dollar expense of installing PFAS filtration infrastructure, the North Carolina General Assembly is [considering whether to pass a law](#) to help them. The legislation would require the companies that cause PFAS contamination in public water systems to pay for the costs the utilities incur to remove the contaminants.

### **Dioxane – it’s in the water, and can’t be removed**

In addition to publishing PFAS sample results on its website, the PWC published the results this month in an annual water quality report that the North Carolina Dept. of Environmental Quality requires public water systems to provide.

The water quality report says the Cape Fear River contains 1,4-Dioxane, [a manufacturing solvent](#), and so does the water that is being sent to the PWC’s customers.

“While 1,4-Dioxane has been detected in the Cape Fear River as well as other areas in our region, state and nation, the Environmental Protection Agency (EPA) currently has no standards for 1,4-Dioxane and has not yet issued regulated safe limits,” it says. “If the EPA believed 1,4-Dioxane was an immediate threat, a directive would have been issued. Since 1,4-Dioxane cannot be removed through our traditional water treatment process, we have partnered with other communities to research and identify its sources to reduce or eliminate it so there will be no long-term exposure to our customers.”

[The EPA said](#) exposure to 1,4-Dioxane poses risk for harming the liver, can cause cancer, and cause other health problems.

The PWC's report says in [12 tests made throughout 2023](#), eight tests found the public utility's water had so little 1,4-Dioxane that it couldn't be measured. Four other times, from August to December, the amounts ranged from 0.49 parts per billion to 0.75 parts per billion.

The EPA recommends that people receive [no more than 35 parts per billion in their lifetimes](#), the report says.

### **Other things in the water**

“Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk,” [the report says](#).

The PWC's lab tests for 118 elements and contaminants annually that are regulated by the EPA, MacRoberts said, and the drinking water met all of the EPA's requirements.

Some of the data from the testing:

- [E. coli bacteria](#) in the PWC's water sources were removed by the utility's disinfectant and treatment processes. [Most E. coli are harmless, and live in the intestines of people and animals](#), the EPA says, but some can cause illness.
- [Enterococci bacteria](#) in the PWC's water sources were removed by the disinfectant and treatment processes. The [EPA says enterococci live in the intestines](#) and are

- harmless, but if they are found, they can be a clue that other, harmful microorganisms could be present.
- The water had 0.693 milligrams per liter of [fluoride](#), vs. a limit of 4 milligrams per liter. The PWC [puts fluoride in the water](#) because fluoride protects people's teeth from cavities.
  - No [copper or lead](#) was detected. Both can be harmful to human health.
  - Disinfectants to kill microbes were detected at levels safe for human consumption.

## NOTES:

- ***This report has been updated to correct an error. The PWC found E. coli bacteria and enterococci bacteria in its water sources, but following treatment, none of these bacteria were found in the water in the distribution system to people's homes and businesses. CityView apologizes for this error.***
- ***The headline and portions of this article about PFAS chemicals in the PWC's water have been significantly revised. They were revised because they were based on a chart in the PWC's annual water quality report that contains an error. The revised article now cites [PFAS data published on the PWC's website](#).***

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