IREDELL COUNTY HEALTH DEPARTMENT

~~HS~~ COS-#67

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625

SEPTIC IMPROVEMENT PERMIT / AUTHORIZATION TO CONSTRUCT / OPERATION PERMIT / EXISTING SYSTEM

PERMIT # 303344

PIN # 4654764973.000

APPLICANT/OWNER: Chris Mozeley

APPLICANT ADDRESS: 4542 Ivey Run Lane Denver NC 28037

SITE ADDRESS: 141 Castleview Lane #142

PHONE: —

SITE DIRECTIONS: 115 South @ on Presbyterian @ on Sing Farm @ Buckingham

ALT. PHONE 980-297-2787

SUBDIVISION: Davidson Downs

SECTION: 4 LOT # 163-168 LOT AREA: Multiple

SAP CONTROLLED: ☐ YES ☒ NO

DESIGN FLOW: Multiple L.T.A.R.: Multiple

Septic Tank: Multiple (gal)	STB	Date	☒ New System ☐ Repair ☐ Expansion	System Type: I II III IV V VI	☑ Residence	No. Bedrooms: Multiple	Water Supply
Pump Tank: Multiple (gal)	PT	Date	System Description: OFFSITE Pump Lines		☐ Business	No. Persons: Multiple	☑ Private
Pump Make	Model	Serial #	Repair System Description: OFFSITE Pump Lines		☐ Other	No. Employees	☐ Public
# Nitrification Fields —	# Lines —	Linear Ft —	Maintenance Agreement Required: ☒ YES ☐ NO		☐ Slab	☐ Crawl Space	☐ Community
Trench Width —	Trench Bottom Depth(Low side) —	Gravel Depth —	☐ GRAVITY ☒ PRESSURE		☐ Basement w/plumbing	☐ Basement w/o plumbing	

Comments / Conditions: Purpose of this permit is to grant construction Authorization for offsite pump lines for Lots 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166,

427 FT CHECKED ALONG MANORLY LOTS 153, 156, 157, 158, 160, 161, 162, 163, 164, 165, 166, 167, 168

222 FT CHECKED FOR OFFSITE 153, 156, 158-161

INITIAL SITE SKETCH

See Plan Survey by Don Allen & Associates P.A.

See Davidson Downs Declaration of Covenants Condition & Restrictions Bk 2635 PG 995-1002

AS BUILT SKETCH

91 FT CHECKED FOR OFFSITE 163

181 FT CHECKED FOR LOTS 160 & 159

2" SCH 40 PRESSURE RATED 280 PIPE

ALL JOINTS SOLVENT SEALED 12-31-19 BCW

Checked Lines under Roads 1-24-2020

Lot 153 - 141 Castleview Ln - PIN # 4654-75-1994

154 - 145 4654-75-1841

155 - 149 4654-75-0569

156 - 150 4654-65-8598

157 - 148 4654-65-7758

158 - 146 4654-65-8943

159 - 142 4654-66-8094

160 - 136 4654-66-9145

161 - 132 4654-66-9296

162 - 124 4654-76-0347

163 - 120 4654-76-0498

164 - 114 4654-76-1539

165 - 108 4654-76-1689

166 - 104 4654-76-2844

167 - ?

168 - 126 Manorly Ln 4654-76-8409

Permit can be suspended or revoked if any false information is supplied toward securing the permit / any unauthorized changes are made to the site / any unauthorized changes are made in the installation of the system. CONTACT A LOCATOR SERVICE PRIOR TO ANY EXCAVATION

☐ IMPROVEMENT PERMIT *with plat valid without expiration.* ☑ IMPROVEMENT PERMIT *with site plan valid for 60 mos.* ☑ AUTHORIZATION TO CONSTRUCT *valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.*

Owner / Applicant Signature: Ann M Goode Date: 12-30-19

IMPROVEMENT PERMIT by: Benjamin A Bottoms Date: 12/12/19

AUTHORIZATION TO CONSTRUCT by: Benjamin A Bottoms Date: 12/12/19

Installed by: CHURCH BROS.

OPERATION PERMIT by: Robert Heath Snow Date: 2-18-20

Existing System Inspected by: Date:

FOR SEPTIC FINAL INSPECTION CALL 704-664-3703 between 8am-9am the day the inspection is needed. Be sure to speak with an inspector to confirm your inspection time.

APPLICATION MUST BE FILLED OUT COMPLETELY & BE LEGIBLE OR IT WILL NOT BE PROCESSED $1,200.00

AP- 303349
12/11/19

Iredell County Health Department – Environmental Health Division

PAGE 1: *APPLICATION FORM*

Application For: ( ) New Well Permit ( ) Well Repair Permit ( ) Well Abandonment
( ) Septic Improvement Permit ( ) Authorization to Construct ( ) Existing System Inspection ( ) Septic System Repair

THE ABOVE PERMIT DOCUMENTS WILL BECOME INVALID IF INFORMATION PROVIDED ON THIS APPLICATION IS FALSIFIED OR CHANGED, OR IF THE SITE IS ALTERED. THE IMPROVEMENT PERMIT IS VALID FOR EITHER 60 MONTHS OR WITHOUT EXPIRATION DEPENDING UPON DOCUMENTATION SUBMITTED. APPLICATION WITH SITE PLAN 60 MONTHS, APPLICATION WITH COMPLETE, SCALED PLAT WITHOUT EXPIRATION. SEE 15A NCAC 18A .1937(f) FOR DETAILS.

Page 2: *Site Plan Worksheet* form MUST accompany this application

The following optional attachments may also be submitted: ( ) Survey Plat, scaled no more than 1 inch = 60 feet
Place an (X) beside whichever is submitted if applicable ( ) Custom Site Plan, scaled no more than 1 inch = 60 feet

Applicant Information: (PRINT CLEARLY)

Applicant Name: CHEB MOZELEY Address: 4542 IVY RUN LN, DENVER, NC Zip: 28037

Applicant Email: CHEBSMOZELEY@YAHOO.COM Phone: 980 297 2787 Alt. Phone: _____

Owner Name: RAY DEVELOPMENT Address: _____ Zip: _____

Owner Email: _____ Phone: _____ Alt. Phone: _____

Property Information:

Street Address: 141 Castleview Ln.

Subdivision Name: DAVIDSON DOWNS Section/Phase: IV Lot Number: 153-168

Driving Directions: 115 SOUTH, L ON PRESBYTERIAN, R ON SINK FARM, R ON BUCKINGHAM

Site Development Information: *(check or complete ALL that apply*

CHECK FOUNDATION TYPE

( ) New Single Family Residence
( ) New Multi-Family Residence
( ) Accessory Building
( ) Bedroom(s) Addition
( ) Repair to failing septic system ___ Tank ___ Drain lines Describe Problem: _____

Maximum Number of Bedrooms: _____
Maximum Number of Occupants: _____
( ) Swimming Pool
( ) Other Addition/Structure: _____

( ) Crawl Space Foundation
( ) Concrete Slab Foundation
( ) Basement with Plumbing
( ) Basement without Plumbing

Non-Residential Site Development: Type of Business: _____
Square Footage of Building: _____ Max. Number of Employees: _____ Max. Number of Seats/Beds/Other: _____

Water Supply: ( ) Replacement Well – Reason: _____
( ) Multi-connection Well Number of Houses: _____ Number of Persons: _____

(✓) New Well ( ) Existing Well ( ) Community Well ( ) City Water ( ) Other Public Water

Desired Septic System Type: *(you may rank in order of preference)* Year existing system installed: _____
(✓) No Preference ( ) Alternative ( ) Conventional ( ) Innovative ( ) Modified Conventional ( ) Other: _____

Please answer the following to the best of your ability:

( ) Yes (X) No Does the site contain any jurisdictional wetlands?
( ) Yes (X) No Is any non-domestic sewage (i.e. industrial) to be generated?
( ) Yes (X) No Is the site subject to approval by any other public agency?

I have read this application and certify that the information provided herein is true, complete, and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed.

Signature: _____ 12-11-19
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) DATE

IREDELL COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH

DOCUMENTATION TO AUTHORIZE AN OWNER'S LEGAL REPRESENTATIVE

(Check and sign only ONE of the options below)

1. *** APPLICANT AND OWNER ARE THE SAME. *** (*Sign here*) _____

Applications for permits require the "signature of the owner or owner's legal representative" (15A NCAC 18A .1937). If the owner does not sign the application himself or herself, they can submit any one of the following documents to designate their legal representative: *Power of Attorney; Real Estate Contract; Estate executor; Bankruptcy trustee; Court ordered guardianship*
In the absence of the above documentation, the property owner may provide the local health department with documentation that designates a legal representative. A property owner may:
Complete this form to document his or her legal representative, or provide his or her own form that contains the information in this form. If there are multiple property owners, then all property owners must sign the form that designates a legal representative.
By signing a form that designates a legal representative for purposes of 15A NCAC 18A .1937, the property owner authorizes that representative to act on their behalf in matters pertaining to the application and permitting process, including signing or receiving any application, document or permit. The owner retains full responsibility to meet all permit conditions specified by the local health department.

2. I, CHRIS MOORMAN, am the legal owner(s) of the property located at 141 OAKVIEW LN, identified as

PIN (Parcel Identification Number)_____, located in Iredell County, North Carolina.

I do hereby authorize (**print legal representative/company name**) _____,

_____, to act as an agent on my behalf in applying for/signing/obtaining any of the documents described below.

- Application for Improvement Permit (IP) / Authorization to Construct (AC)
- Improvement Permit (IP) / Authorization to Construct (AC)
- Application for soil-site evaluation (new/repair)
- Application/permit for private drinking water well/well abandonment
- Application for Compliance Inspection

I agree to abide by all decisions and/or conditions between the legal representative acting on my behalf and the Iredell County Department of Public Health, Environmental Health Division.

_____ 12-11-19
Signature of Owner(s) Date

Mooresville - Environmental Health
ronda.hart@co.iredell.nc.us
Fax: 704-662-3239
610 E. Center Avenue, Mooresville, NC 28115

Statesville - Environmental Health
adrienne.shea@co.iredell.nc.us
Fax: 704-871-3483
349 N. Center Street, Statesville, NC 28677

Type: CRP
Recorded: 08/02/2019 at 09:23:19 AM
Fee Amt: $26.00 Page 1 of 8
Iredell County, NC
Ronald N. Wyatt Register of Deeds
BK 2635 PG 995-1002

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

Please index in Grantor index under "Ray Development, LLC, a North Carolina limited liability company"

Please index in Grantee Index under "Davidson Downes Subdivision" and "Davidson Downes Property Owners Association, Inc."

SUPPLEMENT AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DAVIDSON DOWNES SUBDIVISION (Adding Phase IV)

Prepared by and mail to:
Thomas, Godley, & Grimes
514 Williamson Road
Mooresville, NC 28117

Page Count: 8
NS PQ SI R.O.T.C.

THIS SUPPLEMENT AND AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS, AND RESTRICTIONS (the "Supplement Declaration") is made as of the 26 day of July, 2019 by Ray Development, LLC, a North Carolina limited liability company, on behalf of itself, its successors, and assigns ("Declarant").

WITNESSETH

Declarant or Declarants processors in interest was the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Davidson Downes Subdivision. (as amended and supplemented, the "Declaration") recorded in Deed Book 2547, Page 665 of Iredell County Public Registry, North Carolina. All capitalized terms not otherwise defined in this Supplement Declarations shall have the meaning ascribed to them in the Declaration.

The property currently subject to the Declaration is more particularly described in the Declaration. In accordance with Article I of the Declaration, Declarant may cause additional parcels ("Additional Property") to be made subject to the terms and scheme of the Declaration by filing a supplemental declaration describing the additional property and stating the intent to submit it to the provisions of the Declaration.

Declarant desires to supplement the Declarations to cause the Additional Property located in Iredell County, North Carolina consisting of the property shown on map entitled "Davidson Downes Subdivision, Phase IV recorded in Map Book 70 Page 86 Iredell County Public Registry, North Carolina (the "Supplemental Map") consisting of the property shown as Lot 144 through and including 171, (the "Supplemental Property") to be subject to the terms and scheme of the Declaration. Declarant, as declarant under the Declaration desires to subject the Supplemental Property to the terms of the Declaration.

Declarant further desires to amend the Declaration for the Supplemental Property as more particularly set forth herein.

NOW, THEREFORE, pursuant to the Declaration, Declarant, by this Supplemental Declarations, does hereby supplement and amend the Declaration as follows:

1. **SUPPLEMENTAL PROPERTY**. In accordance with the Declaration, Declarant does hereby declare that all of the Supplemental Property is and shall be held, used, transferred, mortgaged, sold, conveyed and occupied subject to the Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration (as same may further be amended or supplemented from time to time) and in this Supplemental, all of which shall run with the title to the Supplemental Property, and be binding upon all parties owning any right, title or interest in and to the Supplemental Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

2. **SUPPLEMENT TO DEFINITIONS**. The definitions set forth in the Declaration are hereby supplemental and amended as follows:

   a. The term "**Board of Directors**" shall be those members elected or appointed under the Association's By-Laws to administer the Association.

   b. The term **"Lot"** as defined in the Declaration, is hereby supplemented to include the real property designates as Lots 144-171 shown on the Supplemental Map all of which shall be

subject to Chapter 47F of the North Carolina General Statutes entitled "The North Carolina Planned Community Act," as same may be amended from time to time.

c. The term **"Supplemental Map, or Plat"** as defined in the Declaration, is hereby supplemented to include those certain maps and plats of Davidson Downes Phase IV, which are recorded in Plat Book 70 Page(s) 86 in the Iredell County Public Registry.

d. The term **"Offsite Septic Lots"** shall mean those lots identified on the Map as Lots with the designation 'A" that are appurtenant to those Lots with the same number.

e. The term **"Offsite Septic Lot Owners"** shall mean the Owners of the Lots which an Offsite Septic Lot is appurtenant to.

f. The term **"Offsite Septic Lot Landscaping Maintenance Assessment"** shall refer to an assessment equally divided amount the Offsite Septic Lot Owners for the landscaping maintenance by the Association of the Offsite Septic Lots.

g. The term **"Cluster Mailboxes"** shall mean and refer to those cluster of mailboxes to be used for mail service by the Lots in Phase VI. Each Lot shall have the right to use that mailbox which has the Lot's corresponding street number indicated thereon

3. **AMENDMENT**. The following amendments or additions to the Declaration shall apply to the Supplemental Property:

a. **DECLARANTS RIGHT TO AMEND SETBACKS.** So long as Declarant owns any Lots in Davidson Downes Subdivision, Phase IV, the Declarant shall have the unilateral right without the necessity for the joinder of other Lot Owners to amend the setbacks or grant a waiver of violation of any such setback indicated in the Declaration applying to, or on any Map or Plat of Davidson Downes Phase IV.

b. **DECLARANTS RIGHT TO APPROVE BUILDERS.** So long as Declarant owns any Lots in Davidson Downes Subdivision, Phase IV, the Declarant shall have the unilateral right to approve or disapprove builders of homes in Davidson Downes Phase IV.

c. **PORCHES.** Exposed wooden porches shall not be allowed on the front of any the homes in built in Davidson Downes Phase IV.

d. **NEW ARTICLE IV:** Which shall apply to the Supplemental Property and also to Phase III pursuant to the last paragraph of the Declaration since it was original omitted in error.

ARTICLE IV
PROPERTY OWNER'S ASSOCIATION

SECTION 1. MEMBERSHIP. Every Owner shall be a Member of the Davidson Downes Property Owners Association, Inc. (the "Association"). Membership is appurtenant to the ownership of each Lot and is only available to Declarant and

Owners. Membership shall be extinguished upon the complete transfer of all Property held by any Member.

SECTION 2. DUTIES. The Association will maintain in its files up-to-date copies of its organizational documents, the Declaration, rules concerning financial records, records of the current ownership of the Lots, and such other documentation and records as necessary for its management and oversight functions or as required by the Act. All documentation maintained by the Association shall be available to the Owners for inspection during Association business hours upon reasonable notice. The Association may employ an individual or business entity to act a managing agent. The length of engagement and the compensations to be paid to such managing agent shall be determined by the Board of Directors of the Association.

Maintenance of Common Areas, which shall be the duty of the Association, includes (by way of example) the following: maintenance of lighting and utility charges for lighting; maintenance and repair of any pathways, facilities, and the like, shall be appropriate expenditures for the Association; and specifically including any Iredell County ordinances concerning communities employing a system of private roads.

Maintenance of community water system and other items or amenities established for the benefit of all Owners.

SECTION 3. VOTING. The Owners of each Lot shall be entitled to one vote for each Lot owned. The vote for any one Lot owned by more than one person or entity shall be exercised as they among themselves shall determine, but in no event shall the vote or votes with respect to any jointly owned Lot by split or cast separately.

SECTION 4. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. Each Owner of any Lot shall, by acceptance of a conveyance thereof, whether or not it is so expressed in any conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration specifically including the duty to pay to the Association both Annual and Special Assessments ("Annual Assessments" and "Special Assessments") and charges as hereinafter provided. The Annual and Special Assessments and charges, together with such interest thereon and costs of collection as are hereinafter provided, shall be a charge and continuing lien upon the Lot against which assessment is made as of the effective date of said assessments. Each assessment, together with interest thereon and any cost of collection, shall also be the personal obligation of the person or entity who was Owner of such Lot at the time when the assessment became due. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of any assessment.

SECTION 5. PURPOSE OF ANNUAL ASSESSMENTS. To properly administer its operation, management, and capital improvements, the Association will incur, for the mutual benefit of all of the members, cost and expenses.

To provide the funds necessary for the above, the Association has heretofore been granted the right to establish and collect fees and assessments against the members. In furtherance of this grant of authority to the Association, the following provisions shall be operative and binding upon all members.

To pay all ad valorem taxes levied against the Common Areas and any other property owned by the Association;

To maintain the Cluster Mailboxes;

To pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the Bylaws;

To pay all legal, accounting, and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws;

To maintain contingency reserves as to the amounts described in subsections (a) and (b) above for the purpose set forth in this Section 2 in amounts determined by the Board of Directions of the Association.

Assessments provided for herein shall consist of:

1. Annual fee

2. Quarterly charges for water consumption

3. Special assessments as approved by the members

4. Offsite Septic Lot Landscaping Maintenance Assessment

The assessments paid to the Association shall be used to **promote the water supply, health, and safety of the member property owners of Davidson Downes Subdivision who are on the community water system.** By way of illustration, but without limitation, the assessments may be used for doing anything necessary or desirable in the opinion of the Board of Directors of the Association to keep the said development neat and in good order and condition, to provide a safe and dependable water supply, and to provide such other common community services as the members of the Association shall decide are necessary or useful for the benefit of residents of Davidson Downes Subdivision.

For each year on January 1, **the annual fee and monthly charges for water usage may be increased by the Board of Directors** to an amount which will be sufficient, in the judgment of the Board, to provide the funds required by the Association in carrying out its stated purposes and functions for the ensuing year. **In no event shall these fees as adjusted by the Board exceed 175% of the prior year's annual assessment without the consent of the** Association **members**, who are voting in person or by proxy, at a meeting duly called for this purpose.

The Board of Directors shall fix the amount of the annual fee at least 30 days in advance of each annual fee period, and in lieu thereof the amount of the prior year's annual fee shall be the fixed amount. Written notice of any changed amount of annual fee shall be sent to every member at his/her address for notice of meetings. The due date of the fee or other charges due shall be established by the Board of Directors.

In addition to the annual fee authorized above, **the Association may levy at any time a special assessment applicable to that year only, provided that any assessment shall have the assenting vote of two-thirds of the Association members**, who are voting in person or by proxy at the annual meeting or at a meeting called for this purpose. Written notice of any special meetings shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting, setting forth the purpose of the meeting.

SECTION 6. OFFSITE SEPTIC LOT LANDSCAPING MAINTENANCE ASSESSMENT. The Association shall maintain the landscaping for the Offsite Septic Lots. The cost of such landscaping maintenance of Offsite Septic Lots shall be assessed equally among the Lots requiring offsite septic. The Offsite Septic Lot Landscaping Maintenance Assessment shall be due and payable by the Offsite Septic Lot Owners as determined by the Board of Directors.

SECTION 7. DUE DATE. Unless otherwise provided herein, assessments shall be due and payable in full within 30 days after they are billed to an Owner.

SECTION 8. EFFECT OF NON-PAYMENT OF ASSESSMENT. If any assessment is not paid on the date when due, then such assessment shall be delinquent and shall accrue interest thereon at the " prime rate" of interest announced from time to time by The Wall Street Journal, plus two percent (2%) per annum (such rate to change from time to time as The Wall Street Journal prime rate changes) never to exceed a maximum of 18% per annum, unless a lesser rate is required under Applicable Law in which event interest will accrue at a maximum required lesser rate. If such assessment is not paid with ten (10) days after the due date, then the Association may bring an action at law against the Owner directly and/or foreclose the lien against the Lot, and there shall be added to the amount of such assessments all reasonable attorney's fees and costs incurred by the Association in such action, and in the event a judgment is obtained, such agreement shall include interest on the Assessments as indicated above.

e. **NEW ARTICLE V:** Which shall apply to the Supplemental Property.

ARTICLE V
OFFSITE SEPTIC

SECTION 1. SEPTIC EASEMENTS. Offsite Septic Lots are septic easement areas for those Lots requiring offsite septic and are identified on the Map with the designation 'A". Declarant must approve the septic installer and the location of the off-site septic system. The Offsite Septic Lots shall be offsite septic easements for and shall be appurtenant to those Lots with the same lot number. The Septic Lots and septic easement rights shall run with the lands and shall not be affected by change of ownership or control of such Lot or Septic Lot. The septic easement right described herein shall be valid as long as the offsite septic is required for the Lot it is designated to serve. Conveyed with each septic easement is an additional easement over, across and under the supplemental property to run septic system lines as needed to the Offsite Septic Lots, as well as, the right of ingress and egress for system installation, operation, maintenance, monitoring and repair.

SECTION 2. SEPTIC INSPECTIONS. Offsite Septic Lot Owners shall also cause all Septic Systems located on such owner's Offsite Septic Lot to be inspected no less than every six (6) months. Such inspections shall be conducted in order to confirm that each such Septic System is properly functioning and is generally in compliance with any applicable laws, ordinances or governmental regulations. The costs of such inspections shall be paid by each Offsite Septic Lot Owner. If an inspection reveals that a Septic System is not functioning properly or is otherwise not in compliance with any applicable law, ordinance or regulations, the inspector shall notify the Offsite Septic Lot Owner, the Association and any other party or agency as required by law. The Offsite Septic Lot Owner shall be responsible for immediately repairing the Septic System at such Owner's sole cost and expense and providing the Association, within thirty (30) days, with proof of such repair. The Association shall be authorized to notify any applicable governmental or regulatory agencies or officials of the malfunctioning or noncompliance of any Septic System located within the Project.

SECTION 3. DECLARANT AND ASSOCIATION NOT LIABLE FOR SEPTIC SYSTEMS. The foregoing notwithstanding, neither Declarant, the Association, nor its directors, officers, agents or employees shall be responsible for damages or otherwise to anyone by reason is mistake of judgment, omission, negligence or nonfeasance arising out of the inspection services performed pursuant to this Declaration including any damages to any Lot or property by reason an inspection or the failure of such inspections to detect any malfunction, damage or noncompliance with law.

SECTION 4. DECLARANT RESERVED EASEMENT. Declarant hereby reserves a non-exclusive perpetual easement over all property within the Project, including Offsite Septic Lots, benefiting Declarant and the Association for the purposes of conducting the maintenance of the Offsite Septic Lots and repairing and/or replacing any Septic System if an Offsite Septic Lot Owner fails to repair or replace any Septic System within thirty (30) days of notification by the Association ("Septic Inspection and Repair Easement").

4. **RECITALS**. The Recitals set forth above are hereby incorporated herein.

5. **EFFECT OF THIS SUPPLEMENTAL DECLARATION**. All covenants, conditions, restrictions, and easements established by and contained in the Declaration shall remain unchanged and in full force and effect, as modified by this Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the date first above written.

DECLARANT: Ray Development, LLC
a North Carolina limited liability company

By: _____
Name: R. Christopher Mozeley, Jr.
Title: Member/Manager

NORTH CAROLINA,
IREDELL COUNTY.

I, a Notary Public for said County and State, do hereby certify Christopher Mozeley, (member-manager) of Ray Development, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this 29 day of July 2019.

My Commission expires: 11/14/2022

(SEAL)

COURTNEY N COX
NOTARY PUBLIC
My Commission Expires
11-14-22
IREDELL COUNTY, NC

Notary Public
Courtney N. Cox



STATE OF NORTH CAROLINA
COUNTY OF IREDELL

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

8-2-19 ____________________ REVIEW OFFICER
DATE

All roads in this subdivision are hereby declared public. The maintenance of all streets and roads in this subdivision shall be the responsibility of the Developer of this phase and, it shall be their responsibility to bring the roads up to the standards of the North Carolina Department of Transportation Secondary Roads Council before any public streets or roads on this plat are included, at any time after the approval of this plat, into the North Carolina State Maintained Road System.

Owner ____________________

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
PROPOSED SUBDIVISION ROADS
CONSTRUCTION STANDARDS CERTIFICATION
APPROVED BY: ____________ DISTRICT ENGINEER
DATE: 8/1/19

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

____________________ 8-2-19
SUBDIVISION ADMINISTRATOR DATE
IREDELL CO., NORTH CAROLINA

TO THE BEST OF MY KNOWLEDGE, LOTS SHOWN ON THIS PLAT, DOES NOT LIE WITHIN A WATER SUPPLY WATERSHED AS DESIGNATED BY THE NORTH CAROLINA DIVISION OF ENVIRONMENTAL MANAGEMENT, AND APPEARS ON THE WATERSHED PROTECTION MAP OF IREDELL COUNTY.

8-2-19 ____________________
DATE SUBDIVISION ADMINISTRATOR

CURVE TABLE

CURVE	RADIUS	LENGTH	BEARING	CHORD
C8	275.00'	66.32'	S 40°59'42" W	66.16'
C9	325.00'	43.31'	S 44°05'12" W	43.28'
C10	325.00'	35.07'	S 37°10'39" W	35.05'
C11	35.00'	27.55'	S 11°32'10" W	26.84'
C12	50.00'	18.55'	N 00°22'59" W	18.45'
C13	50.00'	99.34'	N 67°10'00" E	83.79'
C14	50.00'	117.90'	S 11°38'07" W	92.42'
C15	35.00'	27.55'	N 56°38'07" E	26.84'
C16	25.00'	39.27'	N 02°53'59" E	35.36'
C17	25.00'	39.24'	S 87°04'11" E	35.33'
C18	205.00'	19.60'	S 39°21'54" E	19.60'
C19	205.00'	15.04'	S 34°31'23" E	15.04'
C20	255.00'	14.37'	S 40°29'26" E	14.37'
C21	255.00'	28.73'	S 35°38'55" E	28.72'
C22	20.00'	29.75'	S 10°11'55" W	27.09'
C23	20.00'	33.08'	S 79°48'05" E	29.43'
C31	205.00'	36.37'	S 30°25'26" W	36.32'
C32	255.00'	45.24'	S 30°25'28" W	45.18'
C35	175.00'	65.31'	N 08°28'02" E	64.93'
C36	175.00'	76.34'	N 31°39'19" E	75.74'
C37	125.00'	101.18'	N 20°57'51" E	98.44'
C38	205.00'	78.49'	S 33°11'02" W	78.01'
C39	35.00'	27.55'	S 00°20'03" E	26.84'
C40	50.00'	48.13'	N 04°41'42" E	46.30'
C41	50.00'	45.54'	N 58°21'53" E	43.98'
C42	50.00'	56.59'	S 63°07'20" E	53.61'
C43	50.00'	51.43'	S 01°14'09" E	49.19'
C44	50.00'	34.11'	S 47°46'18" W	33.45'
C45	35.00'	27.55'	N 44°45'54" E	26.84'
C46	255.00'	73.40'	S 30°27'43" W	73.15'
C47	255.00'	24.23'	S 41°25'49" W	24.22'
C48	125.00'	60.14'	S 11°33'31" W	59.56'
C49	175.00'	84.19'	S 11°33'31" W	83.38'
C50	20.00'	31.77'	N 09°59'41" W	28.53'
C51	255.00'	45.24'	S 30°25'28" W	45.18'
C52	20.00'	32.32'	S 81°47'43" W	28.91'
C53	525.00'	211.44'	N 43°57'30" W	210.01'
C54	1025.00'	17.25'	S 24°51'32" W	17.25'
C55	1025.00'	38.66'	S 23°17'48" W	38.66'
C56	975.00'	21.30'	S 24°42'54" W	21.30'
C57	975.00'	31.88'	S 23°09'08" W	31.88'
C58	475.00'	106.96'	N 45°27'56" W	106.73'
C59	475.00'	54.87'	N 35°43'04" W	54.84'
C60	35.00'	27.55'	S 00°20'03" E	26.84'
C61	35.00'	27.55'	N 44°45'54" E	26.84'
C62	230.00'	38.87'	S 37°15'46" E	38.83'
C63	500.00'	201.37'	N 43°57'30" W	200.01'
C64	230.00'	40.81'	S 30°25'26" W	40.75'
C65	525.00'	32.07'	N 53°44'47" W	32.06'
C66	525.00'	115.06'	N 45°43'04" W	114.83'
C67	525.00'	64.31'	N 35°55'48" W	64.27'

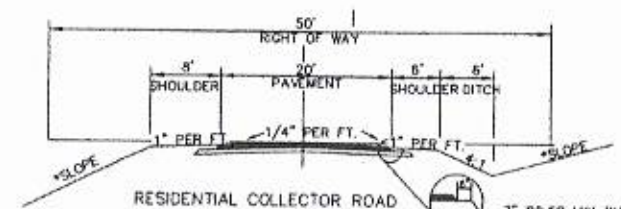
LINE TABLE

LINE	BEARING	LENGTH
L7	N 42°02'06" W	5.00'
L9	N 34°05'09" E	6.88'
L10	N 42°02'06" W	59.98'
L12	S 25°19'24" W	7.89'
L13	S 47°57'54" W	23.59'
L14	N 42°02'06" W	5.22'
L15	S 47°54'15" W	76.38'
L16	N 42°06'17" W	80.64'
L17	S 42°06'17" E	85.45'
L18	S 42°02'58" E	130.00'
L19	N 38°20'16" W	56.57'
L20	N 38°20'16" W	57.37'
L21	N 38°20'16" W	32.14'
L22	N 38°23'52" W	90.17'
L23	N 38°23'52" W	16.22'
L24	N 38°19'34" W	128.70'
L25	N 59°57'51" W	54.36'
L26	S 34°00'19" E	124.99'
L27	S 33°41'59" E	71.87'
L28	S 33°41'59" E	42.46'
L29	S 33°54'55" E	113.81'
L30	S 33°44'56" E	22.13'
L31	S 33°44'56" E	82.96'
L32	S 33°47'37" E	74.72'
L33	S 33°47'37" E	30.41'
L34	S 33°56'29" E	105.00'
L35	S 33°50'07" E	29.63'
L36	S 33°50'07" E	65.41'
L37	S 32°02'14" E	68.44'
L38	N 47°57'54" E	70.73'
L39	N 32°25'15" W	96.60'
L41	N 38°30'32" E	57.78'
L42	N 10°03'23" E	52.21'
L43	N 10°03'23" E	52.58'
L44	S 11°45'45" W	31.51'
L45	S 37°50'21" W	28.69'
L46	S 37°50'21" W	44.36'
L47	S 25°19'24" W	67.36'
L48	S 25°19'24" W	110.15'
L49	S 25°19'24" W	23.20'
L50	S 14°06'27" W	59.16'
L51	S 29°40'29" W	18.51'
L52	S 29°40'29" W	211.75'
L53	S 29°40'29" W	66.17'
L54	S 18°08'57" W	294.48'
L55	N 35°30'24" E	43.47'
L56	N 25°20'27" E	1.62'
L57	N 35°30'24" E	43.47'
L58	S 22°12'56" W	2.58'
L59	N 22°12'56" E	2.58'
L60	S 55°29'46" E	203.87'
L61	N 34°30'16" E	50.00'
L62	S 55°29'46" E	51.21'
L63	N 35°30'24" E	44.01'
L64	N 25°20'27" E	1.62'
L65	N 35°30'24" E	44.70'
L66	S 55°29'46" E	112.80'
L67	N 32°25'15" W	120.80'
L68	S 07°12'22" W	75.23'

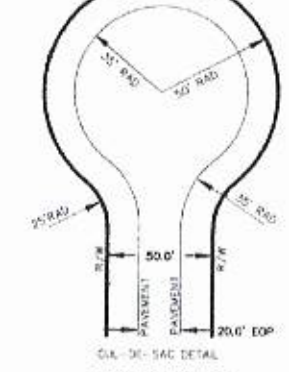
LINE CHART FOR S.F.E.

LINE	BEARING	LENGTH
L69	S 22°17'18" W	90.18'
L70	S 22°17'18" W	180.35'
L71	S 22°17'18" W	102.30'
L72	N 33°48'05" W	68.35'
L73	N 33°51'11" W	75.61'
L74	N 33°51'11" W	29.56'
L75	N 33°53'32" W	105.04'
L76	N 33°45'26" W	20.07'
L77	N 33°45'26" W	48.61'
L78	N 33°45'26" W	36.40'
L79	N 33°41'36" W	105.07'
L80	N 33°52'51" W	7.81'
L81	N 33°52'51" W	106.07'
L82	N 33°39'16" W	67.96'
L83	N 33°39'16" W	46.41'
L84	N 33°58'29" W	62.51'
L85	N 33°58'29" W	62.44'
L86	S 46°20'32" W	38.76'
L87	S 49°31'28" W	20.35'
L88	N 78°59'39" W	7.93'
L89	N 82°04'39" W	22.48'
L90	N 85°13'21" W	17.64'
L91	N 89°44'27" W	29.47'
L92	N 35°27'36" E	48.59'
L93	N 33°32'13" E	30.40'
L94	N 30°30'09" E	27.78'
L95	S 74°56'01" E	31.16'
L96	S 75°37'43" E	32.18'
L97	S 75°29'50" E	25.88'
L98	N 49°45'21" E	20.61'
L99	N 51°28'35" E	25.07'
L100	N 50°02'13" E	35.59'
L101	S 65°54'27" E	127.65'
L102	S 38°09'39" W	51.86'
L103	S 43°11'58" W	58.21'
L104	S 50°54'56" W	77.70'
L105	S 21°43'42" W	108.98'
L106	S 60°00'12" E	81.14'
L107	N 47°21'22" W	44.69'
L108	N 47°21'22" W	10.71'
L109	S 42°56'22" W	111.31'
L110	N 79°24'11" W	54.06'
L111	N 84°10'12" W	69.21'
L112	S 42°56'22" W	18.55'
L113	S 55°29'46" E	59.25'
L114	S 55°29'46" E	144.62'
L115	S 55°29'46" E	55.61'
L116	S 55°29'46" E	57.19'
L117	N 32°25'15" W	35.68'
L118	N 32°25'15" W	85.13'
L119	N 19°00'34" E	105.73'
L120	N 13°25'25" E	33.72'
L121	N 22°25'08" E	7.92'
L122	N 22°25'08" E	31.69'
L123	N 23°03'53" E	69.33'
L124	S 73°47'34" W	91.77'
L125	S 89°14'37" W	142.00'
L126	N 80°44'35" W	8.90'
L127	N 38°32'57" W	23.19'
L128	N 30°11'37" W	121.85'





RESIDENTIAL COLLECTOR ROAD
BUCKINGHAM PLACE
CASTLEVIEW LANE
MANORLY LANE



CASTLEVIEW LANE

Doc ID: 016548270001 Type: CRP
Recorded: 08/02/2019 at 09:23:19 AM
Fee Amt: $21.00 Page 1 of 1
Iredell County, NC
Ronald R. Wyatt Register of Deeds
BK 70 PG 86

OWNERS CERTIFICATE AND NOTARIZATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE COUNTY OF IREDELL AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT AND ESTABLISH MINIMUM BUILDING SETBACKS AS NOTED. AND DEDICATE ALL ROADS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED.

I FURTHER CERTIFY THAT:

A. THERE ARE NO DEED RESTRICTIONS WHICH WILL BE VIOLATED BY THE REQUESTED SUBDIVISION; AND

B. THERE ARE NO GOVERNMENTAL REGULATIONS OF ANY KIND, OTHER THAN THOSE FOR WHICH A VARIANCE HAS BEEN APPLIED FOR UNDER IREDELL COUNTY SUBDIVISION ORDINANCE REGULATIONS, WHICH WILL BE VIOLATED BY THE REQUESTED SUBDIVISION; AND

C. I UNDERSTAND THAT ENFORCEMENT OF DEED RESTRICTIONS AND ANY OTHER CONTRACTUAL AGREEMENTS IS NOT THE RESPONSIBILITY OF IREDELL COUNTY, WILL NOT BE UNDERTAKEN BY IREDELL COUNTY, AND IS THE SOLE RESPONSIBILITY OF THE PARTIES AFFECTED BY VIOLATIONS OF SUCH DEED RESTRICTIONS AND CONTRACTUAL AGREEMENTS.

8/1/19 ____________________
DATE MEMBER/MANAGER

NORTH CAROLINA
IREDELL COUNTY

I, [redacted] Courtney N. Cox
A NOTARY PUBLIC FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT
R. Christopher Moody
OWNER(S) PERSONALLY APPEARED BEFORE ME THIS DAY, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL,

THIS 1 DAY OF August 2019.

____
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/14/2022

COURTNEY N. COX
MY COMMISSION EXPIRES 11-14-22
NOTARY PUBLIC
IREDELL COUNTY, NC

SURVEYORS CERTIFICATION

I, WILLIAM M. ALLEN CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION DEED DESCRIPTION RECORDED IN BOOK 1893, PAGE 206; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10000, (THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN PLAT BOOK 66, PAGE 94); THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

WITNESS MY HAND AND SEAL THIS 1 DAY OF Aug A.D. 2019.

OFFICIAL SEAL

____
PROFESSIONAL LAND SURVEYOR
L-3499
REGISTRATION NUMBER

NORTH CAROLINA PROFESSIONAL SEAL L-3499 LAND SURVEYOR WILLIAM M. ALLEN

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

NOTES:

1) This property may be subject to any easements and/or Rights-of-way of record.
2) All lots are subject to a 10' Utility and Drainage Easement. 10 feet on each side of the property line.
3) Total acreage to be subdivided: 29.27 AC.
4) Total lots created: 27 BUILDABLE LOTS & 1 COS
5) Property zoned: RA, ADJOINING ZONING IS RA
6) Minimum Building Setback: 35' Front, 35' Rear, 15' Side, 25' Corner — typical lot setbacks. See LOT 161
7) Minimum Lot width: 100'
8) Minimum Lot size: 20,000 Sq.Ft.
9) The smallest Lot in this phase is Lot 164 = 0.58 AC.
10) The largest Lot in the Subdivision is Lot 146 = 1.51 ac.
11) The property is located in Coddle Twsp., Iredell Co., N.C.
12) Based upon review of flood insurance rate map, panel 175 of 220, community panel number 370013-0175 B, 5/15/80 Areas determined to be outside of 500-year flood Plain.
13) Tax parcel #(pin number) = 4654754930
14) Deed ref. = 1893\206
15) There is 2626.16 linear feet of new roadway.
16) No geodetic monument located within 2000' of said property.
17) All lots to be served with individual septic systems & individual wells.
18) AS OF THE DATE OF THIS RECORDING, THE LOTS REPRESENTED ON THIS PLAT HAVE NOT BEEN INSPECTED OR APPROVED BY THE IREDELL COUNTY HEALTH DEPT. UNTIL INSPECTED THERE IS NO ASSURANCE THAT A BUILDING PERMIT WILL BE ISSUED.

LEGEND

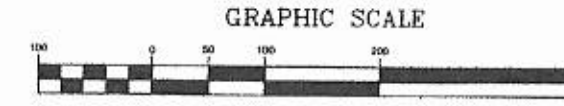
- P.P. = POWER POLE
- E.I.P. = EXISTING IRON FOUND
- I.P.S. = #4 REBAR SET
- R/W = RIGHT-OF-WAY
- A = 35' X 35' SIGHT TRIANGLE
- B = 10' X 70' SIGHT TRIANGLE
- PDUE = PUBLIC DRAINAGE AND UTILITY EASEMENT.
- CL = CENTER LINE
- RCP = REINFORCED CONCRETE PIPE
- CM = CONCRETE CONTROL MONUMENT

RECORD PLAT
OF
DAVIDSON DOWNES PHASE IV

CODDLE CREEK TWSP., IREDELL CO., N.C.
SCALE: 1" = 100'
DATE SURVEYED: JAN. 12, 2019
DATE PLATTED: JUNE 3, 2019
REVISED DATE PLATTED: AUGUST 1, 2019

OWNER: RAY DEVELOPMENT LLC
4542 IVY RUN LANE
DENVER, NC 28037

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

DAS
DON ALLEN & ASSOCIATES P.A.
"Since 1971"
Commercial * Residential * Mortgage Surveys * Multi-Family
Construction Staking * Subdivision Design * Topographical
131 Crosslake Park Drive - Suite 102 * Mooresville, N.C. 28117
(704) 664-7029 (704) 664-8041 Fax
donallensurvey@gmail.com

FILE NAME: davidson downes ph4