



Planning & Zoning Board Meeting
Town Hall - 8590 Park Drive Mount Pleasant, NC
Monday, November 27, 2023
6:00 PM

1. **Call to Order** - Chair Whit Moose

2. **Recognition of Quorum**

3. **Conflict of Interest**

The Chairman and Board Members are asked at this time to reveal if they have a Conflict of Interest with any item on the Agenda in order to be recused for that item. (No member shall be excused from voting except upon matters involving the consideration of the member's own financial interest or official conduct or on matters on which the member is prohibited from voting under NCGS 160A-175, NCGS 14-234, and NCGS 160D-109)

4. **Approval of Agenda**

5. **Approval of Minutes of Previous Meetings** (October 23, 2023)

6. **Public Comment Period**

7. **Planning Board Cases**

None

8. **Board of Adjustment Cases**

SUP 2023-01 Kady's Cottage Vacation/Short-term Rental Home

Special Use Permit request to operate a vacation/short-term rental in an existing home located on 0.48 acres at 8130 Fisher Road. Cabarrus County Parcel Number: 5671-00-6495. Zoning: RL Residential Low Density.

9. **Reports**

Planning Report and Zoning Permits for October & November (to date)

10. **Planning & Zoning Board Comment Period**

11. **Adjourn**



**Planning and Zoning Board Meeting Minutes
Monday, October 23, 2023**

Members Present: Chairman - Whit Moose

Member – Rick Burleyson

Member - Bridget Fowler

Member – Liz Poole

Member – Jonathan Helms

Alternate – Kiesha Garrido **(Absent)**

P&Z Clerk to the Board – Jennifer Blake

Planning & Economic Development Director - Erin Burriss

Also Present: David Snow, Melinda and Micah Baxter, Bethany Peck, and Hunter Carter.

1. Call to Order:

Chairman Whit Moose called the Town of Mount Pleasant Planning and Zoning Board meeting to order at 6:00 p.m.

2. Recognition of Quorum:

Chairman Whit Moose stated a quorum was present.

3. Conflict of Interest:

The Chairman and Board Members are asked at this time to reveal if they have a Conflict of Interest with any item on the agenda in order to be recused for that item. (No member shall be excused from voting except upon matters involving the consideration of the member's own financial interest or official conduct or on matters on which the member is prohibited from voting under G.S. 14-234, 160A-381(d), or 160A-388(e)(2). NC State Statute 160A-75)

No one had a conflict.

4. Approval of Agenda:

A motion to approve the agenda was made by Bridget Fowler with a second by Jonathan Helms. All members were in favor. (5-0)

5. Approval of Minutes of Previous Meeting:

A motion to approve the previous minutes for August 28, 2023, was made by Bridget Fowler with a second made by Rick Burleyson. All members were in favor. (5-0)

6. Public Comment:

None

7. Planning Board Cases

REZ 2023-05 Community Church of Mount Pleasant

Property owner Community Church of Mount Pleasant requests rezoning rear portion of property to Conditional Zoning Office & Institutional (CZ OI) for use as a religious institution with greater than 350 seats and related uses. Location: 402 N. Main Street; Cabarrus County Parcel Number: 5670-26-8665; Site Area: 9.77-acre portion of 22.18-acre site; Current Zoning: O-I Office & Institutional, RH Residential High Density, & C-2 General Commercial; Proposed Zoning: CZ OI Conditional Zoning Office & Institutional & C-2 General Commercial.

Erin Burris reviewed the Background, Zoning District Reviews Criteria, and Staff Comments.

Whit Moose asked if anyone from the Church would like to speak for the project. Hunter Carter replied only if anyone has questions. They want to be advantageous to the community for all of this.

Hunter Carter

Here on part of the Growth Team from the Community Church of Mt. Pleasant

(Whit Moose) Have you already projected what the size of your building is going to be as far as occupancy or is that still up in the air?

(Hunter Carter) I think the occupancy was just over one thousand seats if I remember correctly. I do not have a drawing of the building with me.

(Burris) I did not get elevations of the building, just the site plan.

(Carter) It is in the beginning stages. We wanted to get a footprint.

(Burris) They have 406 proposed parking spaces, and it meets all the standards. She discussed with them about the programming and the different quadrants would be activated at different times. There is no anticipation that the entire site would be under use at the exact same time.

Jonathan Helms wanted to know what the current seating was in the Church for comparison.

(Burris) The plan says 450 in the existing place.

Liz Poole asked about the parking spaces and if that includes the bottom section that is not part of this rezoning for the 406 spaces.

(Burris) That is correct. The current existing parking spaces to remain are 32, the new proposed parking spaces are 406, and the total number of parking spaces is 438. So, that includes all the parking on the site including the part that is not being rezoned.

Ms. Burris shared that if the Church was to add a use that is not already on the list of uses, they will have to come back to this same process and following approval of the map amendment and associated site-specific plan, it would still be subject to the full site plan process and the conditions as listed.

Rick Burleyson had a question for Hunter Carter about having a bullet list of allowed uses, is this from a list that potential uses that you all think might be there, specifically I am looking at the hunting and fishing club.

Hunter Carter said we looked at the list Erin provided and we kind of went down and set what things we may see in the future there and that is where we came up with that list from. Yes, so specifically speaking of the hunting and fishing club we wanted to make sure that was an option for us to have. We do not have plans for any of that right now but given the nature of our church family that was something we wanted to be able to add.

Bridget Fowler made a **motion** that the proposed CZ OI zoning district is **consistent with conditions** with the “High Intensity” land use designation on the “Future Land Use Map” in the Town of Mount Pleasant Comprehensive Plan. Liz Poole made a second. All were in favor. (5-0)

8. Board of Adjustment Cases

None

9. Reports

The Town received the FEMA BRIC Grant for 4.5 million dollars for the Utility Duct Bank installation and some stormwater improvements in downtown. The Town is responsible for the 12% match, but we have been approved.

The Empire Drive Pump Station should be starting by the end of the year and the Water Line Projects are on the verge of going out to bid as well.

The Hurricane Grant Downtown Stormwater Study and National Register District Update are wrapping up. The National Register District Update is being reviewed today and the Stormwater Study just needs a couple small revisions.

Rick Burleyson asked if the Utility Duct Bank project will be done when the water line goes in.

Ms. Burris stated that is the plan, but it is dependent on scheduling and federal government requirements. So, what we are going to do is start the water line at North Drive and work our way down. We will get to Cook Street, the first section and then the second section gets you down to the square, which will be more complicated.

Whit Moose asked about the Sweet Sippers and the 90-calendar days. When we did the food and beverage vendors, they were just coming along but with the popularity now do we need to revisit with this or are we in line with what needs to be done.

(Burris) The Board is welcome to look at it, but I will say the 90-calendar days is something all the jurisdictions agreed on 23 years ago. The main reason to keep them temporarily was cited as not competing with your brick-and-mortar businesses on a consistent basis. They can be 90-calendar days at one site, and they can move to another site for 90 days but that is not to have the permanent force of competition for your brick-and-mortar. Also, temporary businesses like that are only allowed in C-1, C-2, and I-1 districts. The decision was made at the same time not to allow them in the Center City (CC) district on a regular basis because it was going to compete with Downtown businesses and pull away from their businesses. If you want to revisit it, we can.

(Moose) No, just brought this up to make sure it was not keeping the Tap House from doing what they wanted to do.

(Burris) The Tap House is able to have food trucks within the provisions of the Ordinance. If a truck becomes a constant fixture and parked there every day, then that is a problem.

10. Planning and Zoning Board Comment Period

Bridget Fowler asked about the corner at Fisher-Earnhardt property and the plans for it.

(Burris) Abhi Patel bought the property, and he has not shared any plans yet.

Whit Moose asked if it was the entire corner.

(Burris) It was approximately 4.0 acres of the Fisher-Earnhardt property. The pond is not there, it was filled years ago. Part of the property has a house on it, but it is zoned Commercial (C-1). All of it is zoned Light Commercial so if he plans anything that does not fit in Light Commercial Zoning, then he will have to bring it to the Board for Rezoning.

Whit Moose asked about the ABC Store moving to the White Owl.

(Burris) They are in the process of exploring that option. The corner of the White Owl (nearest Circle K) is unutilized, and their current location is not working out. They would like to move into White Owl. The owners of the White Owl are considering taking down a vinyl-sided section and they would have a few parking spaces on the side. They cannot have any parking in the Highway right-of-way, it all must be internal circulation with parking up to the building. They are looking at doing a store front on this corner, so they have been in touch with an architect who has done a lot of work in Downtown as well as the Contractor that has done a lot of work in the Downtown, so they are working with people who know what they are doing. The ABC State Commission did call me to make sure that that was allowed use there. It is allowed and is zoned C-2. The ABC Store had to put the sign out since that is a state requirement if they are considering moving into an area, they have to put up a public notification with a phone number on it saying that they are planning on moving there. They have done all those steps, but I have not gotten a site plan yet. They have explored multiple options for locations and new construction vs. existing construction.

Rick Burleyson as terms of size is that close to what they have now.

(Burris) It is bigger than what they currently have. The retail area and the storage area would both double in size.

Jonathan Helms wanted to know what was going into the Old Tire Store.

(Burris) They talked about doing a restaurant there but have not received any plans.

11. Adjournment:

With no further discussion, Chairman Whit Moose entertained a motion to adjourn.

Liz Poole made the motion and a second was made by Jonathan Helms.

All were in favor. (5-0)

Chairman, Whit Moose

Clerk to the Board, Jennifer Blake

Board of Adjustment Meeting

Town Hall - 8590 Park Drive Mount Pleasant, NC

Monday, November 27, 2023 at 6:00 PM

To: Board of Adjustment
From: Erin S. Burris, AICP – Planning Director
Date: November 27, 2023
Subject: SUP 2023-01 Kady's Cottage Vacation/Short-term Rental Home

A. SITE INFORMATION

Applicant/ Karen Milam
Property Owner(s): 12555 Oak Court
Yacaipa, CA 92399
Property Managers: Michelle and Viktor Kummer
Mount Olive Road
Concord, NC 28025
Tax PIN: 5671-00-6495
Location: 8130 Fisher Road
Zoning: RL Residential Low Density
Lot Area: 0.48 acres

B. SPECIAL USE PERMIT REQUEST

The subject property is zoned RL Residential Low Density and has an existing home and carport on the property. The applicant requests a Special Use Permit for a “vacation rental home” under the “Residential Uses” category in the Permitted Uses Table (Table 4.6-1 of the Mount Pleasant Development Ordinance). This use is permitted with at Special Use Permit in the RL district.

The intent of the RL district from Section 4.3.2.3 of the MPDO is as follows:

“The RL district is established to provide areas for low density single family uses, with a maximum of two (2) dwelling units per acre, which may provide buffers between the agricultural and RE classifications and the higher density areas of the Town. It includes flexible density and minimum lot size requirements in order to allow for market and design flexibility while preserving the neighborhood character and permitting applicants to cluster development in order to preserve environmentally sensitive and agricultural land areas.”

Vacation and short-term rentals are also subject to NCGS 42A and the supplemental requirements in Section 5.4.3 of the MPDO, except as preempted by state law as determined NC Court of Appeals case Schroeder v. City of Wilmington, regarding registration.

Surrounding Area / Existing Conditions

Zoning and land uses within 500 feet of surrounding properties include:

Direction	Zoning	Land Use
North	AG Agriculture district	Agriculture
East	RL Residential Low Density	Single -family residential
South	RL Residential Low Density	Open space, Public Works facility, single-family residential
West	RL Residential Low Density	Office, pest control storage, hardware store, single-family residential

Comprehensive Plan & Other Relevant Plans

The Future Land Use Map in the adopted Comprehensive Plan designates the subject property and surrounding area for “Medium Intensity” development. This designation is intended primarily for a variety of medium density residential uses of two to four dwelling units per acre and low to medium intensity civic, institutional, office, service and retail uses designed to keep impact on adjacent residential areas to a minimum. Medium intensity designated areas have easy access to utility infrastructure.

Utilities

The property is currently on well and septic and is not served by public utilities.

Site Plan

No new structures or parking areas are proposed on the site, and the use falls under the “Residential Uses” category, so no site plan is required. The property owner has provided a survey of the property and an aerial map is provided in the packet.

Landscaping

The applicant has not indicated any additional landscaping on the site. There are currently vegetative buffers in place along the southern and western property lines. The property states in the application attachment that a fence is to be installed.

Access and Parking

There is one residential existing driveway into the site from Fisher Road. No new access points are proposed. Fisher Road is a low volume road that does not have an NCDOT traffic count. In addition to the two-car carport, there is approximately 1,200 square feet of paved driveway area located outside of the street right-of-way, which is the equivalent of six (6) parking spaces.

Solid Waste Storage Areas

Applicant states on attachment to application that trash receptacles will be stored behind the house within a fenced area. The property is located outside of the Town Limits, and the property owner is responsible for contracting with a solid waste collection company.

Lighting

No additional site lighting has been proposed.

Signs

Only small incidental signage as outlined in Section 12.4.4 is permitted on the site.

MPDO Supplemental Requirements

The following supplemental requirements from Section 5.4.3 of the MPDO apply:

1. Vacation rental homes shall be subject to the provisions set forth in North Carolina General Statutes Chapter 42A.
2. As required for the establishment of all other uses permitted within this Ordinance, all vacation or short-term rental homes shall have obtained a Zoning Permit. In the AG, RE, RL, RM, RH, and O-I districts, vacation rental homes shall first obtain a Special Use Permit from the Board of Adjustment.
3. A minimum of one (1) parking space for every bedroom shall be provided.
4. There shall be no sound amplification devices located outside
5. Garbage and recycling receptacles shall be provided and emptied at a minimum of once a week. Garbage and recycling receptacles shall be stored in a screened area to the side or rear of the house except on collection day. No garbage or refuse shall be located outside of the garbage receptacle.
6. Vacation rental homes shall not be occupied at a rate of more than two (2) persons per bedroom and shall not be rented to more than five (5) different occupants within a 30-day period. It is the responsibility of the property owner to demonstrate compliance with this requirement.

Violations of these provisions, continued noise violations, or other violations to the Code of Ordinances or Mount Pleasant Development Ordinance may result in revocation of the Special Use Permit by the Board of Adjustment, following a public hearing.

The following practices are recommended for vacation/short-term rentals:

1. All properties should have conspicuously posted two (2) local contact persons who will be responsible for handling any problems that arise with the property.
2. Consult with the Cabarrus County Fire Marshal's office for recommendations regarding fire safety.

C. BOARD OF ADJUSTMENT ACTION

In order to determine whether a Special Use Permit is warranted, the Board must decide that each of the findings-of-fact as set forth in the MPDO and outlined below has been met and that the additional approval criteria have been satisfactorily addressed. Staff has provided draft findings-of-fact based on the application and site analysis. If the Board concurs completely with the draft findings provided by staff, the findings may be approved by the Board. However, if the Board wishes to approve different findings (perhaps as a result of additional evidence or testimony presented at the public hearing), alternate findings need to be provided by the Board.

Each of the findings should be voted on individually. If all findings are found in the affirmative (yes), then the Board of Adjustment should vote to approve the Special Use Permit with applicable conditions. If any of the findings are found in the negative (no), then the Board of Adjustment should vote to deny the Special Use Permit. Should a Special Use Permit be approved, the Board may impose such reasonable conditions as will ensure that the use of the property to which the Special Use Permit applies will be as compatible as practicable with the surrounding properties and all local, state, and federal requirements are met. Staff has also proposed conditions to be considered by the Board of Adjustment in the proposed findings below:

1. The proposed special use conforms to the character of the neighborhood, considering the location, type, and height of buildings or structures and the type and extent of landscaping and screening on the site.

“Vacation Rentals”, also know as “Short-term Rentals” are permitted with a Special Use Permit in the RL Residential Low Density zoning district. The proposed use is located within an existing single-family residential structure, similar to surrounding structures with landscaping that is typical for a single-family residential use.

2. Adequate measures shall be taken to provide ingress and egress so designed as to minimize traffic hazards and to minimize traffic congestion on the public roads.

Ingress and egress to the site are via an existing driveway with no proposed changes and no increase in the number of trips that the site would experience a regular single-family residential use with a large family. The equivalent of 8 parking spaces is provided within an existing carport and paved driveway, which exceeds the minimum of 3 spaces for a single-family residential use.

Proposed condition: All parking shall take place within the existing carport and paved driveway in order to comply with Section 5.2.10.

3. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke or gas.

As a residential category land use, the proposed shall be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas. No exterior sound amplification is permitted and the use shall comply with the Noise Ordinance in Part 8, Chapter 7 of the Town of Mount Pleasant Code of Ordinances.

4. The establishment of the proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.
The proposed use is located in an existing building on a similarly sized and situated lot as other residential uses along Fisher Road. It is across the street from an agricultural use and to the north of the Town's Public Works Facility property. The Future Land Use Map in the Town's Adopted Comprehensive Plan classifies this property for "Medium Intensity". Therefore, the proposed use does not impede orderly development.

5. The establishment, maintenance, or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare.
The proposed use shall not be detrimental to the public health, safety or general welfare. Additionally, the property owner has provided smoke detectors, a fire extinguisher, and first aid kit on site.

6. Compliance with any other applicable Sections of the Mount Pleasant Development Ordinance.
All other applicable sections of the Mount Pleasant Development Ordinance are met.

D. NOTICE OF PUBLIC HEARING (per NCGS 160D-406)

1. Mailed notice to adjoining owners on November 15, 2023
2. Posted signs on subject property on November 16, 2023

E. ATTACHMENTS

1. Application
2. Property Survey
3. Zoning Map
4. Aerial Map
5. NCGS Chapter 42A



MOUNT PLEASANT

8590 Park Drive • PO Box 787 • Mount Pleasant, NC 28124 • 704-436-9803 • townhall@mtpleasant.nc.us

**Special Use Permit Application
Board of Adjustment**

Case #: **SUP 2023-01**

1. Property Information

Date of Application 10/20/23 Name of Project Kady's Cottage - SHORT TERM RENTAL
Location 8130 Fisher Rd. Mount P Property Size (acres) .48
Current Land Use residential Proposed Land Use SHORT TERM RENTAL - Residential
Parcel Identification Number(s) 5671006495 Zoning District Low density residential

2. Contact Information

Karen D. Milam
Property Owner
12555 Oak Court Yucaipa, CA 92399
Mailing Address City, State Zip
909-725-3231
Telephone Fax
I certify that all of the information presented by me in this application is accurate to the best of my knowledge, information, and belief.
Karen D. Milam Karen D Milam
Signature Print Name Date

3. Findings of Fact

The Board of Adjustment may approve the Special Use Permit if all of the findings-of-fact are met.
Please describe the following:

- A. The proposed use conforms to the character of the neighborhood, considering the location, type, and height of buildings or structures and the type and extent of landscaping and screening on the site.
THE PROPOSED USE AS A SHORT TERM RENTAL WILL NOT ALTER ANY BUILDINGS OR LANDSCAPING AND WILL NOT HAVE AN ADVERSE IMPACT ON THE CHARACTER OF THE NEIGHBORHOOD.
- B. The proposed use is so designed as to minimize traffic hazards and to minimize traffic congestion on public roads.
THE PROPOSED USE WILL COMPLY WITH THE REQUIREMENTS OF MOUNT PLEASANT DEVELOPMENT ORDINANCE 5.4.3 AND THEREFORE WILL HAVE A MINIMAL IMPACT ON TRAFFIC HAZARDS + TRAFFIC CONGESTION ON PUBLIC ROADS.
- C. The proposed use is not noxious or offensive by reason of vibration, noise, odor, dust, smoke or gas.
THE PROPOSED USE IS NOT NOXIOUS OR OFFENSIVE AS TO VIBRATION, ODOR, DUST, SMOKE OR GAS. FURTHERMORE THE USE WILL COMPLY WITH MOUNT PLEASANT DEVELOPMENT ORDINANCE 5.4.3 SECTION E AND WILL PROHIBIT OUTSIDE SOUND AMPLIFICATION.

D. The proposed use will not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.

The current zoning is low density residential. Permitting SHORT TERM RENTALS will not impede any orderly development and improvement of surrounding property.

E. The proposed use will not be detrimental to or endanger public health, safety, or general welfare.

The property has smoke detectors installed outside sleeping areas. IN ADDITION, there is a fire extinguisher AND FIRST AID KIT ON SITE. THE property is an all electric home and there are NO sources of carbon monoxide in the house.

F. The proposed plan conforms to specific standards of the Development Ordinance (if applicable).

Please see attachment for compliance with specific standards of ordinance. Site plan is attached as Exhibit B.

Michelle Kummer and Viktor Kummers are the property managers and are authorized to represent me at the hearing.

- Prior to the filing of a Special Use Permit request, the applicant must have a pre-application meeting with Planning Staff.
- Requests for a Special Use Permit shall be accompanied by a Major Site Plan in accordance Section B-4 in Appendix B of the UDO, if applicable.
- Special Use Permit Fee is \$500.00 plus \$5.00 per acre.

Staff Use Only:

Date Application Received: 10-18-2023

Received By: EKB

Fee Paid: \$ 500.00

Case #: SUP 2023-01

Scheduled Date of Public Hearing: 11-27-2023

Adjacent Property Letter Date: 11-15-2023 Adjacent Property Letter Date: 11-16-2023

Notes:

**COMPLIANCE WITH MOUNT PLEASANT DEVELOPMENT ORDINANCE
5.4.3**

C. All Properties Shall Have Conspicuously posted two (2) local contact persons who will be responsible for handling any problems that arise with the property. These contact persons shall also be provided to the Town of Mount Pleasant upon application for a Zoning permit to establish such use and updated as changes occur.

The following persons are to manage the property and are designated as my representatives/agents for the purposes of giving testimony at the Special Use Permit hearing:

Viktor Kummer
Michelle Kummer

7651 Mount Olive Road
Mount Pleasant, NC. 28025

704-576-4457.

Their names and contact information will be posted and given to short term renters.

D. A minimum of one (1) parking place for every bedroom shall be provided.

Please see site attached and herein identified as Exhibit B. The property has a long drive way and more than ample off site parking to accommodate 1 parking space for each of the 3 bedrooms.

E. There shall be no sound amplification devices located outside.

As part of the house rules and rental contract provided to all guests outside sound amplification is prohibited.

G. Garbage and recycling receptacles shall be provided and emptied at a minimum of once a week. Garbage and recycling receptacles shall be stored in a screened area to the side or rear of the house except on collection day. No garbage or refuse shall be located outside of the garbage receptacle.

The trashcans are located behind the house. I am having Lowe's install a privacy fence around the house on or around October 20, 2023 that will screen any trash receptacles from both the street and the neighbors on each side of the house. The trash receptacles will be located behind the house except on garbage collection days.

H. Vacation rental homes shall not be occupied at the rate of more than two (2) persons per bedroom and shall not be rented to more than five (5) different occupants within a 30 day period.

The property will be advertised as having no more than 3 bedrooms. The beds in the house are two queen size beds and a bunk bed with a full bed on the bottom and a twin on the top with a trundle bed underneath for children.

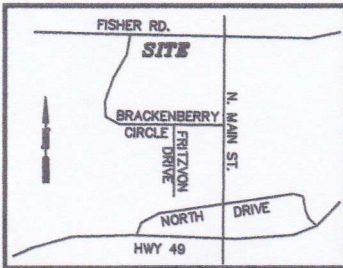
The property will not be rented to more than five (5) different occupants within a 30 day period.

I Vacation rental houses shall be inspected by the Fire Marshal prior to initial use and a minimum of once per calendar year. Proof of compliance shall be provided to the Town of Mount Pleasant.

Applicant has tried to comply with this requirement by contacting the Cabarrus Fire Marshal's Office and requesting an inspection. However, applicant was advised by Ashley that short term rentals are not considered businesses and the Fire Marshall's Office has no jurisdiction to inspect them.

However, there is a fire extinguisher located at the property and a first aid kit. In addition, there are smoke detectors outside of the sleeping areas. The property is an all electric home and there are no sources of carbon monoxide in the houses.

B



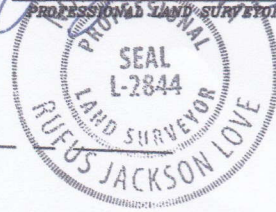
I, RUFUS JACKSON LOVE CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY UNDER MY DIRECT SUPERVISION, THAT THE RATIO OF PRECISION IS 1:10,000+ BEFORE ADJUSTMENTS; AND THAT THE ANGULAR ERROR WAS < 7.5 SECONDS PER TURN.

5TH SEPTEMBER, 2023

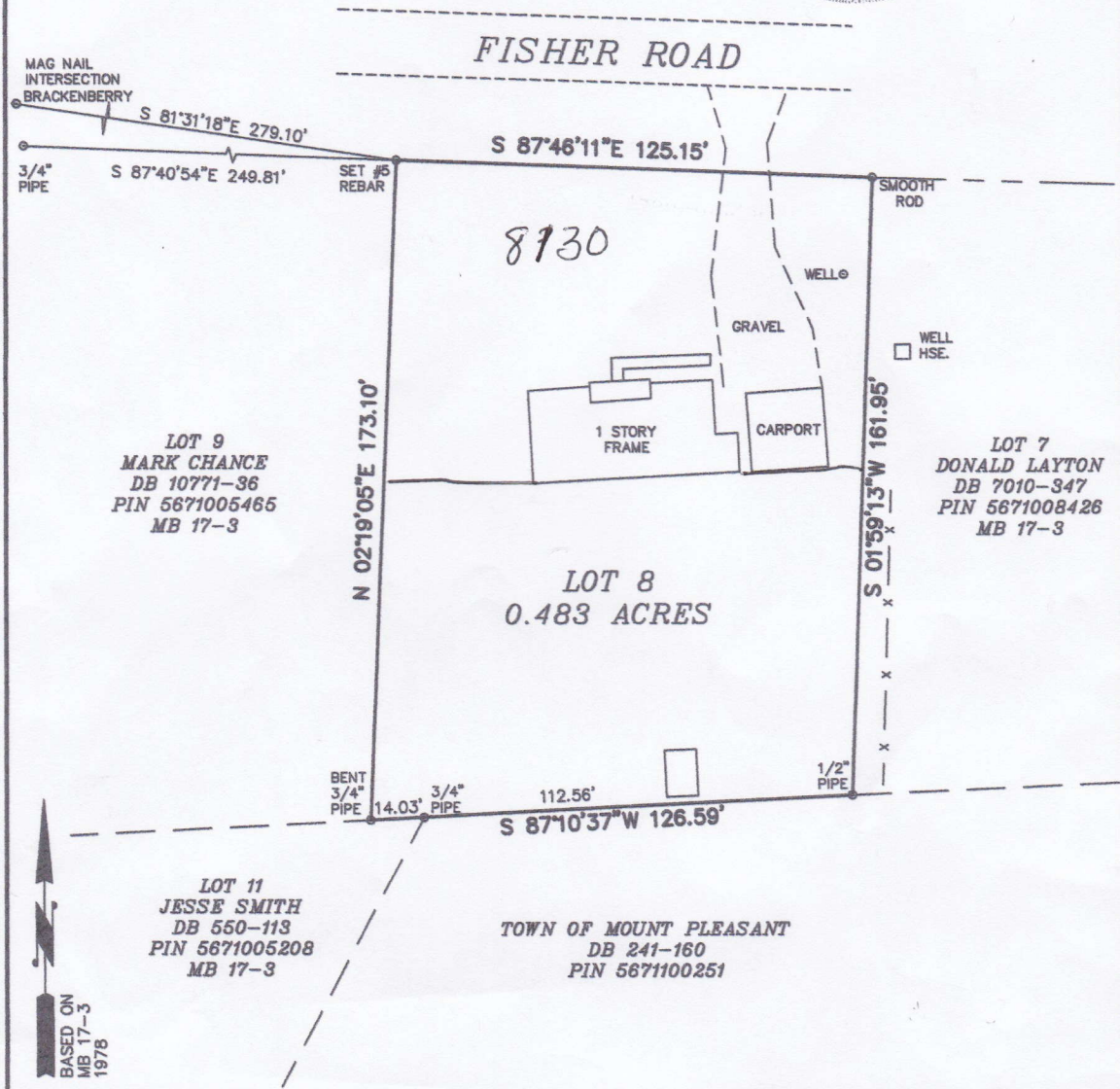
WITNESS MY HAND AND OFFICIAL SEAL THIS DAY OF

N.C.P.L.S. L-2844
LICENSE NO.

Rufus Jackson Love
PROFESSIONAL LAND SURVEYOR



VICINITY MAP
NO SCALE



BOUNDARY/PHYSICAL SURVEY

PROPERTY OF KAREN DEAN MILAM TRUSTEE
8130 FISHER ROAD
LOT 8, HILLTOP ACRES, PART 5, MB 17-3
DEED BOOK 16439-138, PIN 5671006495
#8 TOWNSHIP, CABARRUS COUNTY
MOUNT PLEASANT, NORTH CAROLINA
SEPTEMBER 5, 2023

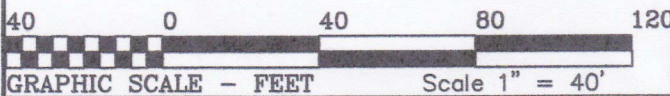
FILE: MILAM-KAREN

NOTES:

1. THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD ZONE.
2. AREA DETERMINED BY COORDINATE COMPUTATION.
3. CP DENOTES COMPUTED POINT, NO MONUMENT FOUND OR SET.
4. UNDERGROUND UTILITIES NOT LOCATED AS OF THIS DATE.
5. ALL MONUMENTS SHOWN ARE EXISTING UNLESS OTHERWISE NOTED.
6. NO GRID MONUMENTS WITHIN 2000' OF SUBJECT PROPERTY.
7. THIS PROPERTY IS CURRENTLY ZONED RL.

LEGEND:

- PROPERTY LINE
- TIE LINE
- UNSURVEYED LINE
- BACK OF CURB/EDGE OF PVMT.
- SETBACK LINE
- CP COMPUTED POINT
- PP POWER POLE







PYRAMID LAND SURVEYING PA C-1341
P.O. BOX 11 DAVIDSON, NORTH CAROLINA
(704)892-4249 RUFUS JACKSON LOVE L-2844

SUP 2023-01
Milam

 Town Limits

District

-  AG
-  CZ AG
-  RE
-  RL
-  RM
-  CZ R-M
-  RH
-  CZ RH
-  OI
-  CZ O-I
-  CC
-  C-1
-  C-2
-  CZ C-2
-  I-1



FISHER RD

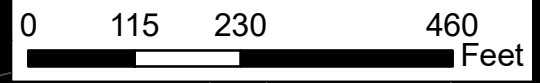
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BRACKENBERRY CIR

FRITZVON D





SUP 2023-01 Kady's Cottage Vacation/Short-term Rental

★ Zoning Notification Sign Placement

Chapter 42A.
Vacation Rental Act.

Article 1.

Vacation Rentals.

§ 42A-1. Title.

This Chapter shall be known as the North Carolina Vacation Rental Act. (1999-420, s. 1.)

§ 42A-2. Purpose and scope of act.

The General Assembly finds that the growth of the tourism industry in North Carolina has led to a greatly expanded market of privately owned residences that are rented to tourists for vacation, leisure, and recreational purposes. Rental transactions conducted by the owners of these residences or licensed real estate brokers acting on their behalf present unique situations not normally found in the rental of primary residences for long terms, and therefore make it necessary for the General Assembly to enact laws regulating the competing interests of landlords, real estate brokers, and tenants. (1999-420, s. 1.)

§ 42A-3. Application; exemptions.

(a) This Chapter applies to any person, partnership, corporation, limited liability company, association, or other business entity that acts as a landlord or real estate broker engaged in the rental or management of residential property for vacation rental as defined in this Chapter. G.S. 160D-1117 applies to properties covered under this Chapter.

(b) This Chapter does not apply to any of the following:

- (1) Lodging provided by hotels, motels, tourist camps, and other places subject to regulation under Chapter 72 of the General Statutes.
- (2) Rentals to persons temporarily renting a dwelling unit when traveling away from their primary residence for business or employment purposes.
- (3) Rentals to persons having no other place of primary residence.
- (4) Rentals for which no more than nominal consideration is given. (1999-420, s. 1; 2019-73, s. 1; 2022-62, s. 4.)

§ 42A-4. Definitions.

The following definitions apply in this Chapter:

- (1) Advanced payments. – All payments made by a tenant in a vacation rental agreement to a landlord or the landlord's real estate broker prior to occupancy for the purpose of renting a vacation rental property for a future period of time as specified in the vacation rental agreement.
- (1a) Landlord. – An owner of residential property offered for lease as a vacation rental with or without the assistance of a real estate broker.
- (1b) through (1f) Reserved.
- (1g) Real estate broker. – A real estate broker as defined in G.S. 93A-2(a).
- (2) Residential property. – An apartment, condominium, single-family home, townhouse, cottage, or other property that is devoted to residential use or occupancy by one or more persons for a definite or indefinite period.

- (3) Vacation rental. – The rental of residential property for vacation, leisure, or recreation purposes for fewer than 90 days by a person who has a place of permanent residence to which he or she intends to return.
- (4) Vacation rental agreement. – A written agreement between a landlord or the landlord's real estate broker and a tenant in which the tenant agrees to rent residential property belonging to the landlord for a vacation rental. (1999-420, s. 1; 2016-98, s. 1.1; 2017-102, s. 13.1.)

§§ 42A-5 through 42A-9. Reserved for future codification purposes.

Article 2.

Vacation Rental Agreements.

§ 42A-10. Written agreement required.

(a) A landlord or real estate broker and tenant shall execute a vacation rental agreement for all vacation rentals subject to the provisions of this Chapter. No vacation rental agreement shall be valid and enforceable unless the tenant has accepted the agreement as evidenced by one of the following:

- (1) The tenant's signature on the agreement.
- (2) The tenant's payment of any monies to the landlord or real estate broker after the tenant's receipt of the agreement.
- (3) The tenant's taking possession of the property after the tenant's receipt of the agreement.

(b) Any real estate broker who executes a vacation rental agreement that does not conform to the provisions of this Chapter or fails to execute a vacation rental agreement shall be guilty of an unfair trade practice in violation of G.S. 75-1.1, and shall be prohibited from commencing an expedited eviction proceeding as provided in Article 4 of this Chapter. (1999-420, s. 1.)

§ 42A-11. Vacation rental agreements.

(a) A vacation rental agreement executed under this Chapter shall contain the following notice on its face which shall be set forth in a clear and conspicuous manner that distinguishes it from other provisions of the agreement: "THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL."

(b) The vacation rental agreement shall contain provisions separate from the requirements of subsection (a) of this section which shall describe the following as permitted or required by this Chapter:

- (1) The manner in which funds shall be received, deposited, and disbursed in advance of the tenant's occupancy of the property.
- (2) Any processing fees permitted under G.S. 42A-17(c).

- (2a) Any cleaning fee permitted under G.S. 42A-17(d).
- (3) The rights and obligations of the landlord and tenant under G.S. 42A-17(b).
- (4) The applicability of expedited eviction procedures.
- (5) The rights and obligations of the landlord or real estate broker and the tenant upon the transfer of the property.
- (6) The rights and obligations of the landlord or real estate broker and the tenant under G.S. 42A-36.
- (7) Any other obligations of the landlord and tenant. (1999-420, s. 1; 2012-17, s. 5.)

§§ 42A-12 through 42A-14. Reserved for future codification purposes.

Article 3.

Handling and Accounting of Funds.

§ 42A-15. Trust account uses.

A landlord or real estate broker may require a tenant to pay all or part of any required rent, security deposit, or other fees permitted by law in advance of the commencement of a tenancy under this Chapter if these payments are expressly authorized in the vacation rental agreement. If the tenant is required to make any advance payments, other than a security deposit, whether the payment is denominated as rent or otherwise, the landlord or real estate broker shall deposit these payments in a trust account in a federally insured depository institution or a trust institution authorized to do business in this State no later than three banking days after the receipt of these payments. These payments deposited in a trust account shall not earn interest unless the landlord and tenant agree in the vacation rental agreement that the payments may be deposited in an interest-bearing account. The landlord and tenant shall also provide in the agreement to whom the accrued interest shall be disbursed. (1999-420, s. 1; 2014-115, s. 3; 2015-93, s. 3; 2017-25, s. 2(b).)

§ 42A-16. Advance payments uses.

(a) A landlord or real estate broker shall not disburse prior to the occupancy of the property by the tenant an amount greater than fifty percent (50%) of the total rent except as permitted pursuant to this subsection. A landlord or real estate broker may disburse prior to the occupancy of the property by the tenant any fees owed to third parties to pay for goods, services, or benefits procured by the landlord or real estate broker for the benefit of the tenant, including administrative fees permitted by G.S. 42A-17(c), if the disbursement is expressly authorized in the vacation rental agreement. The funds remaining after any disbursement permitted under this subsection shall remain in the trust account and may not be disbursed until the occurrence of one of the following:

- (1) The commencement of the tenancy, at which time the remaining funds may be disbursed in accordance with the terms of the agreement.
- (2) The tenant commits a material breach, at which time the landlord may retain an amount sufficient to defray the actual damages suffered by the landlord as a result of the breach.
- (3) The landlord or real estate broker refunds the money to the tenant.
- (4) The funds in the trust account are transferred in accordance with G.S. 42A-19(b) upon the termination of the landlord's interest in the property.

(b) Funds collected for sales or occupancy taxes and tenant security deposits shall not be disbursed from the trust account prior to termination of the tenancy or material breach of the agreement by the tenant, except as a refund to the tenant.

(c) The tenant's execution of a vacation rental agreement in which he or she agrees to the advance disbursement of payments shall not constitute a waiver or loss of any of the tenant's rights to reimbursement of such payments if the tenant is lawfully entitled to reimbursement. (1999-420, s. 1.)

§ 42A-17. Accounting; reimbursement.

(a) A vacation rental agreement shall identify the name and address of the federally insured depository institution or trust institution in which the tenant's security deposit and other advance payments are held in a trust account, and the landlord and real estate broker shall provide the tenant with an accounting of such deposit and payments if the tenant makes a reasonable request for an accounting prior to the tenant's occupancy of the property.

(b) Except as provided in G.S. 42A-36, if, at the time the tenant is to begin occupancy of the property, the landlord or real estate broker cannot provide the property in a fit and habitable condition or substitute a reasonably comparable property in such condition, the landlord and real estate broker shall refund to the tenant all payments made by the tenant.

(c) A vacation rental agreement may include administrative fees, the amounts of which shall be provided in the agreement, reasonably calculated to cover the costs of processing the tenant's reservation, transfer, or cancellation of a vacation rental.

(d) A vacation rental agreement may include a cleaning fee, the amount of which shall be provided in the agreement, reasonably calculated to cover the costs of cleaning the residential property upon the termination of the tenancy. (1999-420, s. 1; 2005-292, s. 1; 2012-17, s. 6; 2017-25, s. 1(c).)

§ 42A-18. Applicability of the Residential Tenant Security Deposit Act.

(a) Except as may otherwise be provided in this Chapter, all funds collected from a tenant and not identified in the vacation rental agreement as occupancy or sales taxes, fees, or rent payments shall be considered a tenant security deposit and shall be subject to the provisions of the Residential Tenant Security Deposit Act, as codified in Article 6 of Chapter 42 of the General Statutes. Funds collected as a tenant security deposit in connection with a vacation rental shall be deposited into a trust account as required by G.S. 42-50. The landlord or real estate broker shall not have the option of obtaining a bond in lieu of maintaining security deposit funds in a trust account. In addition to the permitted uses of tenant security deposit monies as provided in G.S. 42-51, a landlord or real estate broker may, after the termination of a tenancy under this Chapter, deduct from any tenant security deposit the amount of any long distance or per call telephone charges and cable television charges that are the obligation of the tenant under the vacation rental agreement and are left unpaid by the tenant at the conclusion of the tenancy. The landlord or real estate broker shall apply, account for, or refund tenant security deposit monies as provided in G.S. 42-51 within 45 days following the conclusion of the tenancy.

(b) A vacation rental agreement shall not contain language compelling or permitting the automatic forfeiture of all or part of a tenant security deposit in case of breach of contract by the tenant, and no such forfeiture shall be allowed. The vacation rental agreement shall provide that a tenant security deposit may be applied to actual damages caused by the tenant as permitted under Article 6 of Chapter 42 of the General Statutes. (1999-420, s. 1.)

§ 42A-19. Transfer of property subject to a vacation rental agreement.

(a) The grantee of residential property voluntarily transferred by a landlord who has entered into a vacation rental agreement for the use of the property shall take title to the property subject to the vacation rental agreement if the vacation rental is to end not later than 180 days after the grantee's interest in the property is recorded in the office of the register of deeds. If the vacation rental is to end more than 180 days after the recording of the grantee's interest, the tenant shall have no right to enforce the terms of the agreement unless the grantee has agreed in writing to honor those terms, but the tenant shall be entitled to a refund of payments made by him or her, as provided in subsection (b) of this section.

Prior to entering into any contract of sale, the landlord shall disclose to the grantee the time periods that the property is subject to a vacation rental agreement. Not later than 10 days after transfer of the property, the landlord shall disclose to the grantee each tenant's name and address and shall provide the grantee with a copy of each vacation rental agreement. In lieu of providing the grantee a copy of each vacation rental agreement, where the landlord or the landlord's agent utilizes a standard form vacation rental agreement, the landlord may provide the grantee with a copy of the part of each vacation rental agreement that contains information unique to the tenancy, the amount to be paid by the tenant, and the parties' signatures, along with one copy of the rest of the standard form vacation rental agreement. However, the landlord shall not be required to provide the grantee with copies of the vacation rental agreements if in anticipation of acquiring the property the grantee has engaged the landlord's rental agent to continue to manage the property after the transfer and the landlord authorizes the rental agent to provide the information to the grantee and the grantee approves. Not later than 20 days after transfer of the property, the grantee or the grantee's agent shall:

- (1) Notify each tenant in writing of the property transfer, the grantee's name and address, and the date the grantee's interest was recorded.
- (2) Advise each tenant whether he or she has the right to occupy the property subject to the terms of the vacation rental agreement and the provisions of this section.
- (3) Advise each tenant of whether he or she has the right to receive a refund of any payments made by him or her.

Notwithstanding any other provision of this section, if the grantee engages as the grantee's broker and rental agent for the property the broker who procured the tenant's vacation rental agreement for the landlord, the grantee shall have no obligation under subdivisions (1), (2), and (3) of this subsection with regard to those tenants whose vacation rental agreements must be honored under this section or with regard to those tenants whose vacation rental agreements the grantee has agreed in writing to honor.

(b) Except as otherwise provided in this subsection, upon termination of the landlord's interest in the residential property subject to a vacation rental agreement, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or the landlord's agent, or the real estate broker, shall, within 30 days, transfer all advance rent paid by the tenant, and the portion of any fees remaining after any lawful deductions made under G.S. 42A-16, to the landlord's successor in interest and thereafter notify the tenant by mail of such transfer and of the transferee's name and address. If a real estate broker is holding advanced rents paid by the tenant pursuant to a vacation rental agreement at the time of the termination of the landlord's interest, the real estate broker may deduct from the advanced rents transferred to the landlord's successor in

interest any management fee earned by the real estate broker prior to the transfer. The written agency agreement between the landlord and the real estate broker shall govern when the fee has been earned. If the real estate broker deducts an earned management fee from the advanced rents, the landlord shall be responsible to the landlord's successor in interest for the amount deducted. For vacation rentals that end more than 180 days after the recording of the interest of the landlord's successor in interest, unless the landlord's successor in interest has agreed in writing to honor the vacation rental agreement, the landlord or the landlord's agent, or the real estate broker, shall, within 30 days, transfer all advance rent paid by the tenant, and the portion of any fees remaining after any lawful deductions made under G.S. 42A-16, to the tenant. Compliance with this subsection shall relieve the landlord or real estate broker of further liability with respect to any payment of rent or fees. Funds held as a security deposit shall be disbursed in accordance with G.S. 42A-18.

(c) Repealed by Session Laws 2000-140, s. 41, effective July 21, 2000.

(d) The failure of a landlord to comply with the provisions of this section shall constitute an unfair trade practice in violation of G.S. 75-1.1. A landlord who complies with the requirements of this section shall have no further obligations to the tenant. (1999-420, s. 1; 2000-140, s. 41; 2005-292, s. 2; 2016-98, s. 1.2.)

§§ 42A-20 through 42A-22. Reserved for future codification purposes.

Article 4.

Expedited Eviction Proceedings.

§ 42A-23. Grounds for eviction.

(a) Any tenant who leases residential property subject to a vacation rental agreement under this Chapter for 30 days or less may be evicted and removed from the property in an expedited eviction proceeding brought by the landlord, or real estate broker as agent for the landlord, as provided in this Article if the tenant does one of the following:

- (1) Holds over possession after his or her tenancy has expired.
- (2) Has committed a material breach of the terms of the vacation rental agreement that, according to the terms of the agreement, results in the termination of his or her tenancy.
- (3) Fails to pay rent as required by the agreement.
- (4) Has obtained possession of the property by fraud or misrepresentation.

(b) Only the right to possession shall be relevant in an expedited eviction proceeding. All other issues related to the rental of the residential property shall be presented in a separate civil action. (1999-420, s. 1.)

§ 42A-24. Expedited eviction.

(a) Before commencing an expedited eviction proceeding, the landlord or real estate broker shall give the tenant at least four hours' notice, either orally or in writing, to quit the premises. If reasonable efforts to personally give oral or written notice have failed, written notice may be given by posting the notice on the front door of the property.

(b) An expedited eviction proceeding shall commence with the filing of a complaint and issuance of summons in the county where the property is located. If the office of the clerk of superior court is closed, the complaint shall be filed with, and the summons issued by, a magistrate.

The service of the summons and complaint for expedited eviction shall be made by a sworn law enforcement officer on the tenant personally or by posting a copy of the summons and complaint on the front door of the property. The officer, upon service, shall promptly file a return therefor. A hearing on the expedited eviction shall be held before a magistrate in the county where the property is located not sooner than 12 hours after service upon the tenant and no later than 48 hours after such service. To the extent that the provisions of this Article are in conflict with the Rules of Civil Procedure, Chapter 1A of the General Statutes, with respect to the commencement of an action or service of process, this Article controls.

(c) The complaint for expedited eviction shall allege and the landlord or real estate broker shall prove the following at the hearing:

- (1) The vacation rental is for a term of 30 days or less.
- (2) The tenant entered into and accepted a vacation rental agreement that conforms to the provisions of this Chapter.
- (3) The tenant committed one or more of the acts listed in G.S. 42A-23(a) as grounds for eviction.
- (4) The landlord or real estate broker has given notice to the tenant to vacate as a result of the breach as provided in subsection (a) of this section.

The rules of evidence shall not apply in an expedited eviction proceeding, and the court shall allow any reasonably reliable and material statements, documents, or other exhibits to be admitted as evidence. The provisions of G.S. 7A-218, 7A-219, and 7A-220, except any provisions regarding amount in controversy, shall apply to an expedited eviction proceeding held before the magistrate. These provisions shall not be construed to broaden the scope of an expedited eviction proceeding to issues other than the right to possession.

(d) If the court finds for the landlord or real estate broker, the court shall immediately enter a written order granting the landlord or real estate broker possession and stating the time when the tenant shall vacate the property. In no case shall this time be less than 2 hours or more than 8 hours after service of the order on the tenant. The court's order shall be served on the tenant at the hearing. If the tenant does not appear at the hearing or leaves before the order is served, the order shall be served by delivering the order to the tenant or by posting the order on the front door of the property by any sworn law enforcement officer. The officer, upon service, shall file a return therefor.

If the court finds for the landlord or real estate broker, the court shall determine the amount of the appeal bond that the tenant shall be required to post should the tenant seek to appeal the court order. The amount of the bond shall be an estimate of the rent that will become due while the tenant is prosecuting the appeal and reasonable damages that the landlord may suffer, including damage to property and damages arising from the inability of the landlord or real estate broker to honor other vacation rental agreements due to the tenant's possession of the property. (1999-420, s. 1.)

§ 42A-25. Appeal.

A tenant or landlord may appeal a court order issued pursuant to G.S. 42A-24(d) to district court for a trial de novo. A tenant may petition the district court to stay the eviction order and shall post a cash or secured bond with the court in the amount determined by the court pursuant to G.S. 42A-24(d). (1999-420, s. 1.)

§ 42A-26. Violation of court order.

If a tenant fails to remove personal property from a residential property subject to a vacation rental after the court has entered an order of eviction, the landlord or real estate broker shall have the same rights as provided in G.S. 42-36.2(b) as if the sheriff had not removed the tenant's property. The failure of a tenant or the guest of a tenant to vacate a residential property in accordance with a court order issued pursuant to G.S. 42A-24(d) shall constitute a criminal trespass under G.S. 14-159.13. (1999-420, s. 1.)

§ 42A-27. Penalties for abuse.

A landlord or real estate broker shall undertake to evict a tenant pursuant to an expedited eviction proceeding only when he or she has a good faith belief that grounds for eviction exists under the provisions of this Chapter. Otherwise, the landlord or real estate broker shall be guilty of an unfair trade practice under G.S. 75-1.1 and a Class 1 misdemeanor. (1999-420, s. 1.)

§§ 42A-28 through 42A-30. Reserved for future codification purposes.

Article 5.

Landlord and Tenant Duties.

§ 42A-31. Landlord to provide fit premises.

A landlord of a residential property used for a vacation rental shall:

- (1) Comply with all current applicable building and housing codes to the extent required by the operation of the codes. However, no new requirement is imposed if a structure is exempt from a current building or housing code.
- (1a) Comply with all applicable elevator safety requirements in G.S. 143-143.7.
- (2) Make all repairs and do whatever is reasonably necessary to put and keep the property in a fit and habitable condition.
- (3) Keep all common areas of the property in safe condition.
- (4) Maintain in good and safe working order and reasonably and promptly repair all electrical, plumbing, sanitary, heating, ventilating, and other facilities and major appliances supplied by him or her upon written notification from the tenant that repairs are needed.
- (5) Provide operable smoke detectors. The landlord shall replace or repair the smoke detectors if the landlord is notified by the tenant in writing that replacement or repair is needed. The landlord shall annually place new batteries in a battery-operated smoke detector, and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered negligence on the part of the tenant or landlord.
- (6) Provide a minimum of one operable carbon monoxide alarm per rental unit per level, either battery-operated or electrical, that is listed by a nationally recognized testing laboratory that is OSHA-approved to test and certify to American National Standards Institute/Underwriters Laboratories Standards ANSI/UL2034 or ANSI/UL2075, and install the carbon monoxide alarms in accordance with either the standards of the National Fire Protection Association or the minimum protection designated in the manufacturer's instructions, which the landlord shall retain or provide as proof of compliance. A landlord that installs one carbon monoxide alarm per rental unit per level shall be deemed to

be in compliance with standards under this subdivision covering the location and number of alarms. The landlord shall replace or repair the carbon monoxide alarms within three days of receipt of notification if the landlord is notified of needed replacement or repairs in writing by the tenant. At least every six months, the landlord shall ensure that a carbon monoxide alarm is operable and in good repair. Unless the landlord and the tenant have a written agreement to the contrary, the landlord shall place new batteries in a battery-operated carbon monoxide alarm annually and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered as negligence on the part of the tenant or the landlord. A carbon monoxide alarm may be combined with smoke alarms if the combined alarm does both of the following: (i) complies with ANSI/UL2034 or ANSI/UL2075 for carbon monoxide alarms and ANSI/UL217 for smoke alarms and (ii) emits an alarm in a manner that clearly differentiates between detecting the presence of carbon monoxide and the presence of smoke. This subdivision applies only to dwelling units having a fossil-fuel burning heater, appliance, or fireplace and in any dwelling unit having an attached garage. Any operable carbon monoxide detector installed before January 1, 2015, shall be deemed to be in compliance with this subdivision.

These duties shall not be waived; however, the landlord and tenant may make additional covenants not inconsistent herewith in the vacation rental agreement. (1999-420, s. 1; 2016-98, s. 1.3; 2022-56, s. 3.)

§ 42A-32. Tenant to maintain dwelling unit.

The tenant of a residential property used for a vacation rental shall:

- (1) Keep that part of the property which he or she occupies and uses as clean and safe as the conditions of the property permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the property that he or she uses.
- (2) Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner.
- (3) Keep all plumbing fixtures in the property or used by the tenant as clean as their condition permits.
- (4) Not deliberately or negligently destroy, deface, damage, or remove any part of the property or render inoperable the smoke detector provided by the landlord or knowingly permit any person to do so.
- (5) Comply with all obligations imposed upon the tenant by current applicable building and housing codes.
- (6) Be responsible for all damage, defacement, or removal of any property inside the property that is in his or her exclusive control unless the damage, defacement, or removal was due to ordinary wear and tear, acts of the landlord or his or her agent, defective products supplied or repairs authorized by the landlord, acts of third parties not invitees of the tenant, or natural forces.
- (7) Notify the landlord of the need for replacement of or repairs to a smoke detector. The landlord shall annually place new batteries in a battery-operated smoke detector, and the tenant shall replace the batteries as needed during the tenancy.

Failure of the tenant to replace the batteries as needed shall not be considered negligence on the part of the tenant or the landlord.

These duties shall not be waived; however, the landlord and tenant may make additional covenants not inconsistent herewith in the vacation rental agreement. (1999-420, s. 1.)

§ 42A-33. Responsibilities and liability of real estate broker.

(a) A real estate broker managing a vacation rental property on behalf of a landlord shall do all of the following:

- (1) Manage the property in accordance with the terms of the written agency agreement signed by the landlord and real estate broker.
- (2) Offer vacation rental property to the public for leasing in compliance with all applicable federal and State laws, regulations, and ethical duties, including, but not limited to, those prohibiting discrimination on the basis of race, color, religion, sex, national origin, handicapping condition, or familial status.
- (3) Notify the landlord regarding any necessary repairs to keep the property in a fit and habitable or safe condition and follow the landlord's direction in arranging for any such necessary repairs, including repairs to all electrical, plumbing, sanitary, heating, ventilating, and other facilities and major appliances supplied by the landlord upon written notification from the tenant that repairs are needed.
- (4) Verify that the landlord has installed operable smoke detectors and carbon monoxide alarms.
- (5) Verify that the landlord has annually placed new batteries in a battery-operated smoke detector or carbon monoxide alarm. Failure of the tenant to replace the batteries as needed shall not be considered negligence on the part of the real estate broker.

(b) A real estate broker or firm managing a vacation rental property on behalf of a landlord client shall not become personally liable as a party in any civil action between the landlord and tenant solely because the real estate broker or firm fails to identify the landlord of the property in the vacation rental agreement. (2016-98, s. 1.3.)

§ 42A-34: Reserved for future codification purposes.

§ 42A-35: Reserved for future codification purposes.

Article 6.

General Provisions.

§ 42A-36. Mandatory evacuations.

If State or local authorities, acting pursuant to Article 1A of Chapter 166A of the General Statutes, order a mandatory evacuation of an area that includes the residential property subject to a vacation rental, the tenant under the vacation rental agreement, whether in possession of the property or not, shall comply with the evacuation order. Upon compliance, the tenant shall be entitled to a refund from the landlord of the rent, taxes, and any other payments made by the tenant pursuant to the vacation rental agreement as a condition of the tenant's right to occupy the property prorated for each night that the tenant is unable to occupy the property because of the mandatory evacuation order. The tenant shall not be entitled to a refund if: (i) prior to the tenant taking

possession of the property, the tenant refused insurance offered by the landlord or real estate broker that would have compensated the tenant for losses or damages resulting from loss of use of the property due to a mandatory evacuation order; or (ii) the tenant purchased insurance offered by the landlord or real estate broker. The insurance offered shall be provided by an insurance company duly authorized by the North Carolina Department of Insurance, and the cost of the insurance shall not exceed eight percent (8%) of the total amount charged for the vacation rental to the tenant less the amount paid by the tenant for a security deposit. (1999-420, s. 1; 2005-292, s. 3; 2009-245, s. 2; 2012-12, s. 2(h).)

§ 42A-37. Early termination of vacation rental agreement by military personnel.

(a) Any member of the Armed Forces of the United States who executes a vacation rental agreement and subsequently receives (i) an order for deployment with a military unit for a period overlapping with the rental period or (ii) permanent change of station orders requiring the member to relocate on a date prior to the beginning of the lease term may terminate the member's vacation rental agreement by providing the landlord or landlord's agent with a written notice of termination within 10 calendar days of receipt of the order. The notice must be accompanied by either a copy of the official military orders or a written verification signed by the member's commanding officer. Termination of a lease pursuant to this subsection is effective immediately upon receipt of the notice by the landlord or landlord's agent. All monies paid by the terminating member, with the exception of nonrefundable fees paid to third parties as described in G.S. 42-16, in connection with the vacation rental agreement shall be refunded to the member within 30 days of termination of the agreement.

(b) A member's termination of a vacation rental agreement pursuant to subsection (a) of this section shall also terminate any obligation a spouse or dependent of the member may have under the vacation rental agreement.

(c) The right to terminate a vacation rental agreement as described in subsection (a) of this section shall extend to the spouse of any member of the Armed Forces of the United States. A spouse exercising the right to terminate a rental agreement shall provide the same notice as described in subsection (a) of this section.

(d) The provisions of this section may not be waived or modified by the agreement of the parties. (2016-98, s. 1.4; 2017-212, s. 8.6.)

§ 42A-38: Reserved for future codification purposes.

§ 42A-39: Reserved for future codification purposes.

§ 42A-40: Reserved for future codification purposes.



**Planning and Economic Development
November 27, 2023**

Planning & Zoning Cases

SUP 2023-01 Milam Vacation/Short Term Rental

Description: Request for special use permit to operate a vacation rental/short-term rental home

Location: 8130 Fisher Road

Cabarrus County Parcel Number(s): 5671-00-6495

Current Zoning: RL Residential Low Density

Area: 0.48 acre

Estimated Sewer Capacity Usage: N/A

Current Status: Scheduled for November 27 Planning & Zoning Board (Board of Adjustment) meeting

REZ 2023-05 Community Church of Mount Pleasant

Description: Request to rezone rear of property for religious institution of greater than 350 seats and related uses.

Location: 402 N. Main Street (corner of N. Main Street and North Drive)

Cabarrus County Parcel Number(s): 5670-17-7936 (portion)

Current Zoning: O-I & RH

Proposed Zoning: CZ OI

Area: 9.77 acre portion of 22.18 acre site

Estimated Sewer Capacity Usage: Existing sewer tap and land use

Current Status: Planning & Zoning Board approved at October 23 meeting.

SITE 2022-04 Highway 49 Mini-Storage

Description: Site Plan for 10 acres of mini storage (site area 11.27 acres), including 20 storage buildings totaling 98,100 square feet

Location: 8830 NC Highway 49 N

Cabarrus County Parcel Number(s): 5670-47-4622

Current Zoning: I-1

Area: 11.27 acres

Estimated Sewer Capacity Usage: 0gpd

Current Status: Awaiting revisions.

SITE 2022-07 Virginia Foil Park/Library/Senior Center

Description: Site plan for athletic complex/library/senior center

Location: 1111 N. Washington St.

Cabarrus County Parcel Number(s): 5670-44-0187

Zoning: OI Office & Institutional

Area: approx. 29.11 acres

Estimated Sewer Capacity Usage: 19,400 gpd (allocated)

Current Status: Under construction

SITE 2023-02 Parking Lot (corner of E. Franklin St. and Eastover Dr.)

Description: Site plan for commercial parking lot

Location: 8860 E. Franklin Street

Cabarrus County Parcel Number(s): 5670-42-6218

Zoning: C-1 Light Commercial

Area: approx. 0.5 acres

Estimated Sewer Capacity Usage: 0gpd

Current Status: Under construction

SITE 2023-01 Propel Church

Description: Site plan for religious institution and Alternative Design Proposal for building design

Location: 7801 NC Highway 73 E

Cabarrus County Parcel Number(s): 5660-96-0201

Zoning: OI Office & Institutional

Area: approx. 6.8 acres

Estimated Sewer Capacity Usage: 1,520gpd (5gal per seat) (pending allocation request)

Current Status: Site plan reviewed, awaiting revisions. Grading only permit issued.

SUB 2017-01 Green Acres

Description: 37-lot single-family subdivision. Plans for development of this property were originally initiated in 2008.

Location: NC Highway 73 at Sloop Arthur Drive and Green Acres Circle

Cabarrus County Parcel Number(s): 5651-70-6355

Zoning: RM CZ Conditional Residential Medium Density

Area: approx. 14.92 acres

Density: 2.28 dwelling units per acre

Estimated Sewer Capacity Usage: 8,880gpd (allocated in development agreement 7/12/2022)

Current Status: Grading underway.

SUB 2020-03 Brighton Park

Description: 178-lot single-family subdivision with community clubhouse and pool. Plans for development of this property were originally initiated in 2008.

Applicant: Niblock Homes

Location: Southwest corner of NC Highway 73 and NC Highway 49

Cabarrus County Parcel Number: 5660-56-4096, 6785, 8647, & 9681

Zoning: RM Residential Medium Density

Area: approx. 86.77 acres

Density: 2.05 dwelling units per acre

Estimated Sewer Capacity Usage: 28,560gpd for first three phases and 14,160gpd for last two phases (42,720gpd total) (allocated in development agreement 6/17/2022)

Current Status: Improvement installation underway.

Code of Ordinances

Part 3: Public Safety

The Town Board of Commissioners approved at the November 13 meeting.

Utilities

- A memo received from WSACC dated November 20, 2023 shows that Mount Pleasant has a total of 100,361 gpd of allocation with 77,801gpd remaining to be allocated through the 30MGD expansion. Staff is reviewing this memo for accuracy.

- The Town was selected to move forward in the FEMA Building Resilient Infrastructure and Communities (BRIC) grant process. The application includes Downtown utility duct bank installation and conversion and stormwater mitigation as recommended in the downtown stormwater study currently underway. The grant request is for approximately \$4.5 million. The grant match is 12%. Staff has provided a list of deliverables for Phase 1 as requested by FEMA.
- Work will begin soon on Empire Drive Sewer Pump Station utilizing a USDA loan and water line projects are scheduled to go to bid soon.

Comprehensive Plan Implementation

- HMW Preservation has completed of the National Register District architectural survey draft to submit to the State Historic Preservation Office. LKC and subcontractor McAdams have completed a report with recommendations and cost estimates for the Downtown Stormwater Study. The Town Board will be requested to adopt the plan and the CIP portion of the report at its December meeting to assist with grant applications.
- Town staff is working on plans for additional/improved parking in the southwest quadrant of downtown.
- Fire Department and Town Park construction projects are complete with CO issuance anticipated by the end of the year.
- The Town of Mount Pleasant received the following allocations in the recently adopted state budget:
 - \$1 million for water line replacement for S. Skyland Drive, Seneca, and Allman Rd. Ext. service area
 - \$100,00 for capital improvements or equipment
 - \$2.7 million for sidewalk construction (in accordance with Bicycle & Pedestrian Project Acceleration Plan)
- The Town Board voted at its November meeting to begin an update to the Comprehensive Plan, including an enhanced economic development component. The Town will request funding from the EDC for this component of the Plan.

Transportation

- Staff received seven letters of interest for engineering on the N. Washington Street CMAQ project. Town Staff reviewed and scored the firms based on qualifications and received concurrence from NCDOT on the highest scoring firm. Staff is evaluating moving forward with the project using CMAQ funds.
- Using the paving condition rating (PCR) system, the Town has paved Jackson Street (north of Hwy. 49), Westerholt Court, Bilverlor Court, Lorilei Street, Rhineland Court, Alish Trail, and Lee Street (S. Main St. to Barringer St.) in 2023.
- At the direction of the Town Board, three additional pedestrian projects, and one additional highway project were submitted for State Transportation Improvement Program for P7.0. This is in addition to two pedestrian projects and one highway project that were submitted for P6.0 three years ago (delayed due to COVID and budget shortfalls). All projects are shown in the Comprehensive Plan and/or Bicycle & Pedestrian Project Acceleration Plan.

Permits

October and November (to date) permits attached.

October and November 2023 Zoning Permits (to date)

Permit #	Date	Cab. Co. #	Add. #	Street Name	Type	Permit Description	Applicant	Notes
Z-2023-59	10/2/2023	5660-61-5700	1405	Mt. Pleasant Rd W.	Accessory	Detached Garage/Shop	Bobby Fink Jr.	
Z-2023-60	10/2/2023	5670-32-6525	8750	E. Franklin	Sign	Multi-tenant ground signs	Pinto Holdings	
Z-2023-61	10/18/2023	5670-27-0257	520	N. Main St.	Temp. Use	Food/Beverage vendor	Sweet Sippers	90 calendar days
Z-2023-62	10/20/2023	5660-96-0201	7801	NC Highway 73 E	Grading	Grading only permit	Propel Church	
Z-2023-63	10/26/2023	5579-48-9168	8857	Erbach	Upfit	Finish basement	Steve Blackwelder	
Z-2023-64	10/26/2023	5670-20-4435	1903	Lorelei	Accessory	In-ground swimming pool	Quality Pools	

6 Zoning Permits

Permit #	Date	Cab. Co. #	Add. #	Street Name	Type	Permit Description	Applicant	Notes
Z-2023-65	11/2/2023	5670-23-9509	1415	N. Main Street	Sign	Municipal Complex Monument Sign	Town of Mount Pleasant	
Z-2023-66	11/3/2023	5670-17-7936	420	N. Main Street	Temp. Use	Simply Smoked Food Truck	Bethany Peck	
Z-2023-67		5660-96-6948	7894	NC Hwy. 49 N	CoC	Well Doctor-2nd Location	Jeff Schilkowski	Pending
Z-2023-68	11/21/2023	5670-13-8687	8327	W. Franklin St.	Upfit	JC Auto	Josh Fabricius	

4 Zoning Permits