



VARIANCE APPLICATION

THIS APPLICATION MUST BE FILED IN PERSON, IT
CAN NOT BE ACCEPTED BY MAIL

FY2005

Case #: 06-050

Date Filed: 4-19-06

Meeting Date: 5-30-06

Received By: [Signature]

Office Use Only

Variance requested on property located at: 1911 Holly St Chit. NC 28216

Property Zoned: R5

Tax Parcel #: 07704102

Property Owner: Mony R. Davis

Date Existing Structure Erected: 1959

TO THE CHARLOTTE ZONING BOARD OF ADJUSTMENT:

I Mony R. Davis Thompson, hereby petition the Board of
(name)

Adjustment for a VARIANCE from the literal provisions of the Charlotte Zoning Ordinance because, under the interpretation given to me by the Zoning Administrator, I am prohibited from using the parcel of land described above in a manner shown by the Plot Plan attached to this form. I request a variance from the following provisions of the Zoning Ordinance (cite Section numbers and Code requirements):

The original home was set over the easement and set at an angle which caused the addition to go over the easement. I am asking for an adjustment of ~~2.05~~ ranging from 1.24 to 3.2 feet ~~of~~ of sideyard encroaching. 9.205(F)

Describe the VARIANCE being requested on the above referenced property:

I am asking for a variance because the new addition to the existing structure and the existing structure is over the five (5) foot easement. When the structure was built, it was built set up sideways on the property, therefore the addition goes over.

FACTORS RELEVANT TO THE ISSUANCE OF A VARIANCE:

The Board of Adjustment does not have unlimited discretion in deciding whether to grant a variance. Under the state enabling act, the Board is required to reach three conclusions as a prerequisite to the issuance of a variance: (a) that there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Ordinance, (b) that the variance is in harmony with the general purposes and intent of the Ordinance and preserves its spirit, and (c) that in the granting of the variance, the public safety and welfare have been assured and substantial justice has been done. In the following spaces, indicate the facts and the argument you plan to render, in order to convince the Board, to properly determine that each of these three (3) CONCLUSIONS are applicable to this structure and site.

- (a) **THERE ARE PRACTICAL DIFFICULTIES OR UNNECESSARY HARDSHIPS IN THE WAY OF CARRYING OUT THE STRICT LETTER OF THE ORDINANCE.** The courts have developed three rules to determine whether, in a particular situation, "practical difficulties or unnecessary hardships" exist. State facts and arguments in support of each of the following:

- (1) If the property owner/applicant complies with the provisions of the Ordinance, the property owner can secure no reasonable return from, or make no reasonable use of, his property. (It is not sufficient that failure to grant the variance simply makes the property less valuable.)

I did not consider value but I was just trying to help my parents by moving them in with me. I have already spent more \$29,000 in having the work done/completed. I am currently paying for an addition that I am not able to use or finish because of the negligence of Mr. Jerome Smith. I need the extra space to take care of my ailing parent(s).

- (2) The hardship of which the Applicant complains results from unique circumstances related to the Applicant's land. (Note: Hardships common to an entire neighborhood, resulting from overly restrictive zoning regulations, should be referred to the Charlotte-Mecklenburg Planning Commission. Also, unique personal or family hardships are irrelevant since a variance, if granted, runs with the life of the land.)

Since I did not find this out until a series of circumstances happened, the addition is already up with roof, framing and exterior brick, I cannot move or adjust the addition. It is over the easement by 3 feet 4 inches. The original house/structure was set at an angle.

- (3) The hardship is not the result of the Applicant's own actions.

I hired Contractor Jerome Smith to do the addition as contracted. After Mr. Smith was fired and I had to apply for the permit is when I found the error / mistake. I was given the phone number of Planning Commission and have recently found out about all of these restrictions and errors. I am asking for adjustment so that I may be able to move forward.

- (b) **THE VARIANCE IS IN HARMONY WITH THE GENERAL PURPOSE AND INTENT OF THE ORDINANCE AND PRESERVES ITS SPIRIT.** (State facts and arguments to show that the requested variance represents the least possible deviation from the letter of the Ordinance to allow a reasonable use of the land; and, that the use of the property, if the variance is granted, will not substantially detract from the character of the neighborhood.)

Since the original structure was not set straight on the property, the addition could not as well. The owner, L. Rogers, on the side that is affected, the home does not sit close to the easement. The overage does not appear too visible from the road. I was just trying to add enough room to move my parents in with me to help them out of financial strain.

- (c) **THE GRANTING OF THE VARIANCE SECURES THE PUBLIC SAFETY AND WELFARE AND DOES SUBSTANTIAL JUSTICE.** (State facts and arguments to show that, on balance, if the variance is denied, the benefit to the public will be substantially outweighed by the harm suffered by the Applicant.)

The structure will not be an "eye sore" or take away from the neighborhoods character. I would be out of the money spent (\$29,000.00) this far and I will not be in a financial condition to help my parents maintain living conditions and medical expenses. I am only trying to get them in the residence with me to make it better for them.

I certify that all of the information presented by me in this application is accurate to the best of my knowledge,

Mony R. Davis Thompson
Printed Name of Appellant

Printed Name of Representative (if any)

1911 Holly St
Mailing Address

Mailing Address

Charlotte, NC 28216
City, State, Zip

City, State, Zip

704-399-7606
Telephone Number Fax Number

Telephone Number Fax Number

E-Mail Address

E-Mail Address

Mony R. Davis Thompson
Signature of Appellant

Represented By (Signature)

IF THE APPELLANT IS NOT THE OWNER OF THE PROPERTY FOR WHICH THE APPEAL IS BEING REQUESTED, indicate the owner's name and address:

Same as above
Property Owner (If different from Appellant)

Address

City, State & Zip

TYPE OR PRINT below the COMPLETE names, tax parcel numbers, mailing addresses and zip codes for the owners of the adjacent properties, including the properties directly across the street from the property, for which a variance is being requested. (Property ownership information is available at:

<http://meckcama.co.mecklenburg.nc.us/relookup/> or
<http://mcmf.co.mecklenburg.nc.us:3007/cics/txre/txre00i>

Parcel Information

Click on the Green Pin to Enlarge the Map.
Click on the Yellow Pin to Enlarge the Surrounding Area.

Parcel Ownership Summary

Parcel ID#: 07704102 GIS ID#: 07704102

Owner Name: MONY R DAVIS
Mailing: 1911 HOLLY ST
Address: CHARLOTTE, NC 28216

Property Characteristics

Legal Desc.: L153 &154 M6-687
Land Area: 1 LT
Fire District: 00-CITY OF CHARLOTTE
Special District: N/A
Account Type: INDIVIDUAL
Municipality: 1-CHARLOTTE
Property Use: SINGLE-FAM

Deed Reference(s) and Sales Price

9752-977 (6/24/1998) \$0.00

Situs Addresses Tied to This Parcel

1911 HOLLY ST

Choose an address from the list above and
click on the links below for more
information

[Where to Go Vote | School Districts](#)

[Parks Within 3 Miles | Get Directions](#)

Links to More Information

 [Building Photo\(s\)](#) 

[FEMA, Zoning, Etc. Adjoining Owners](#)

[Tax Values & Building Info.](#) [Tax Bill Info.](#)

ADJACENT PROPERTY OWNERS:

- | | | |
|-----|---|------------------------------|
| 1. | <u>Eliza, Presson</u>

_____ | Tax Parcel # <u>07704103</u> |
| 2. | <u>L. Rogers</u>

_____ | Tax Parcel # <u>07704101</u> |
| 3. | _____

_____ | Tax Parcel # _____ |
| 4. | _____

_____ | Tax Parcel # _____ |
| 5. | _____

_____ | Tax Parcel # _____ |
| 6. | _____

_____ | Tax Parcel # _____ |
| 7. | _____

_____ | Tax Parcel # _____ |
| 8. | _____

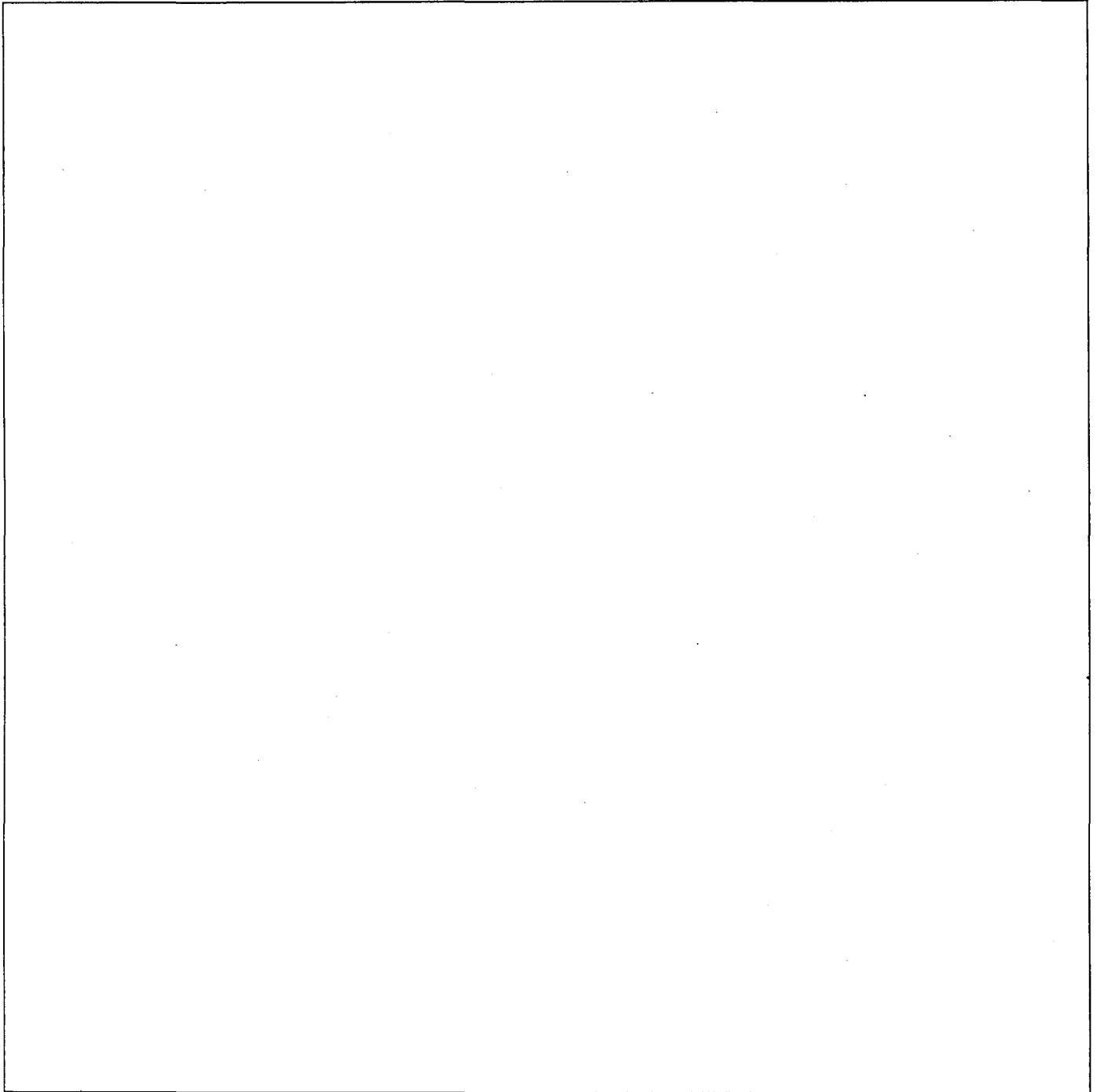
_____ | Tax Parcel # _____ |
| 9. | _____

_____ | Tax Parcel # _____ |
| 10. | _____

_____ | Tax Parcel # _____ |

These persons, including the Appellant and the representative, will be notified in writing of the time and place of the hearing. (Attach additional sheet if necessary).

ATTACH A PHYSICAL SURVEY OR DRAW A SITE PLAN, TO SCALE, DESCRIBING THE PROPERTY AND VARIANCE REQUEST. PROVIDE ALL APPROPRIATE DIMENSIONS; LOCATE ALL EXISTING AND PROPOSED BUILDINGS/STRUCTURES, AND PROVIDE THEIR DISTANCE TO THE PROPERTY LINES, RIGHTS-OF-WAY, ETC.



To: Easement Adjustment Committee
From: Mony Davis Thompson
Date: April 19, 2006
RE: 1911 Holly Street, Charlotte, NC 28216

Dear Sirs,

I am writing the committee to ask for your consideration you in granting me this request. I have just recently found out that an addition, that is currently under construction, to my existing home located at the above address is over the 5 foot restriction on the left side of the existing and new addition by an ascending measurement of two feet eleven inches (see mapped survey attached). I found this error when I had to reapply for my building permit. The original permit was cancelled by the contractor, Mr. Jerome Smith, he also cancelled the cash bond. Upon applying for the new permit, I was told by one of the staff members to ensure to take note of the restrictions R5 Zoning. When I got home and took the first measurements it looked good until I looked at the end of the new construction of the addition and saw that it looked curved to me and not that much room left. After measuring all of the addition is when I found the mistake made by the contractor Mr. Jerome Smith.

Below is a brief detail of how I got to this point.

Because my parents need my financial help on a regular basis, since I am a single mother of two, I thought it would be easier to do an addition to my home and move my parents in with me. This would also be easier for me to maintain one household instead of two. My father has Parkinson Disease as well as being a diabetic and having a heart condition. This was too much stress for my mother who was at retirement age but could not afford to retire due to the financial strains of monthly living expenses and my father pilling medical bills. I could not afford to do this on a regular basis so the addition would have solved all of our problems.

Not having the knowledge or skills to do such an extensive project, I hired Mr. Jerome Smith as the General Contractor on August 10, 2005 (see attached contract) to do the two bedroom two bath and dining area addition to my existing home for me at the agreed price. I was told it would take a maximum of four months (December 10, 2005) to complete which also included the extra time in case of bad weather. I gave the agreed initial payment and 2nd draw. Before the work was finished at the second draw, we had a couple issues with the work not progressing to my satisfaction and my yard was still dug up from digging the footing two months prior and it is still to this day in the same condition. Mr. Smith asked for an advance on the third draw (about three months into the project) but I refused because that was not what we agreed to in the contract and a good bit of the work was incomplete. Most days I could tell that no one had been at the house working because it would be in the same shape. Sometimes it would be weeks with no progress and no rain. The framing was not completed, no

shingles on the roof and (I did get some rain damage to my existing bedroom) the heating and cooling system was not installed as agreed per the contract and payments made.

On November 28, 2005, I received a letter from the City Land Use office stating the there was a balance owed on the "Bond" put up by me. Not knowing what this was, I took the next day off from work to go down to the office to find out. It was then that I found that Mr. Smith, the contractor, had forged my name not only on the building permit, but on a property bond as well (see attached document). I spoke with someone who had to explain to me that a cash bond of \$2,000.00 had been put up by me for the city use and inspections and that I owed a balance that was one day shy of ninety days past due and threatening the building permit and bond being cancelled. Mr. Smith did no list himself as the contractor on any of the documents that he filed in order to get the permits to do the work. This is also when I found out that nothing was in his name and that all the documentation only listed me as the contractor. I asked if I needed to do anything else and that I had not signed that document and that I did not know anything about it. I was told that there was nothing that I needed to do except pay the past due amount since I had to have the bond in place.

I phoned my home and spoke with my daughter (20 years old) to see if Mr. Smith was there working. On this particular day, he was. When I spoke with him, I asked him why we were no further along than we were and why no one was at my house working. He said they were. When I told him that I had been coming home from work during lunch and taking half days off at work to come home and none of his guys had been there nor had he. I told him I was coming home then to talk to him and that things were not as they were promised and contract to be. He said that he was right were he wanted to be and I should let him do what he knows how to do. When I got home he (Mr. Smith) was not there and I have not seen him since that time.

On December 17, 2006, one week after scheduled completion date, I called Mr. Smith and stated that since he had not finished the work and we were past the completion date that we should end the business relationship. I received a letter from his attorney (see attached letter) threatening to sue me for \$10,000.00 that Mr. Smith said I owed him and to let Mr. Smith finish the work. I informed the lawyer that Mr. Smith had not completed the work by the scheduled completion date nor had he finished work due at the end of the second draw of monies. **Mr. Smith lied to me, deceived me and forged my name on some legal documents and has left me in a great financial bind. I also stated to the attorney that he (Mr. Smith) was not to set foot on my property again and I would see them in court.**

Now that I am trying to complete the work as the contractor myself, I have found myself in this situation with the errors and/or negligence of Mr. Jerome Smith. I am asking the committee to please grant me the adjustment so that I may be able to complete the project. The project is too far along to try and move it or cut it back. I was able to complete some of the work until I found out that there was no permit on my property and the addition was over the easement and I had to stop all work. I have not done anything else to the house or the yard since that time.

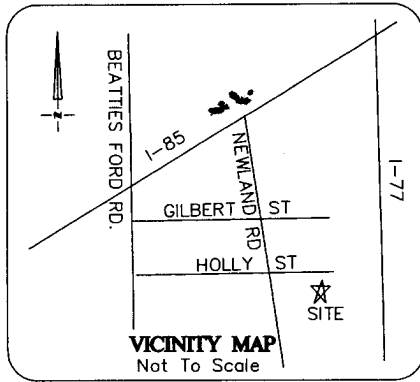
We, (my parents, myself and my two daughters) would greatly appreciate any and all considerations you ca give in allowing me to finish the work as this situation has me in such a financial strain not to mention the money I have already spent. I am about forty five days from completion and have the subcontractors standing by.

Thank you in advance for your considerations.

Prayerfully submitted,

Mony Davis Thompson
Owner of 1911 Holly Street

THIS IS TO CERTIFY THAT ON THE 6th DAY OF MARCH 2006 AN ACTUAL SURVEY WAS DONE UNDER MY SUPERVISION OF THE PROPERTY SHOWN HERON, THIS MAP IS NOT INTENDED TO MEET GS 47-30 RECORDING REQUIREMENTS. (REVISED 4/3/06 - HOUSE DIMENSIONS)



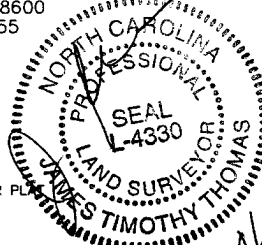
SIGNED

GPA PROFESSIONAL LAND SURVEYORS OF NC

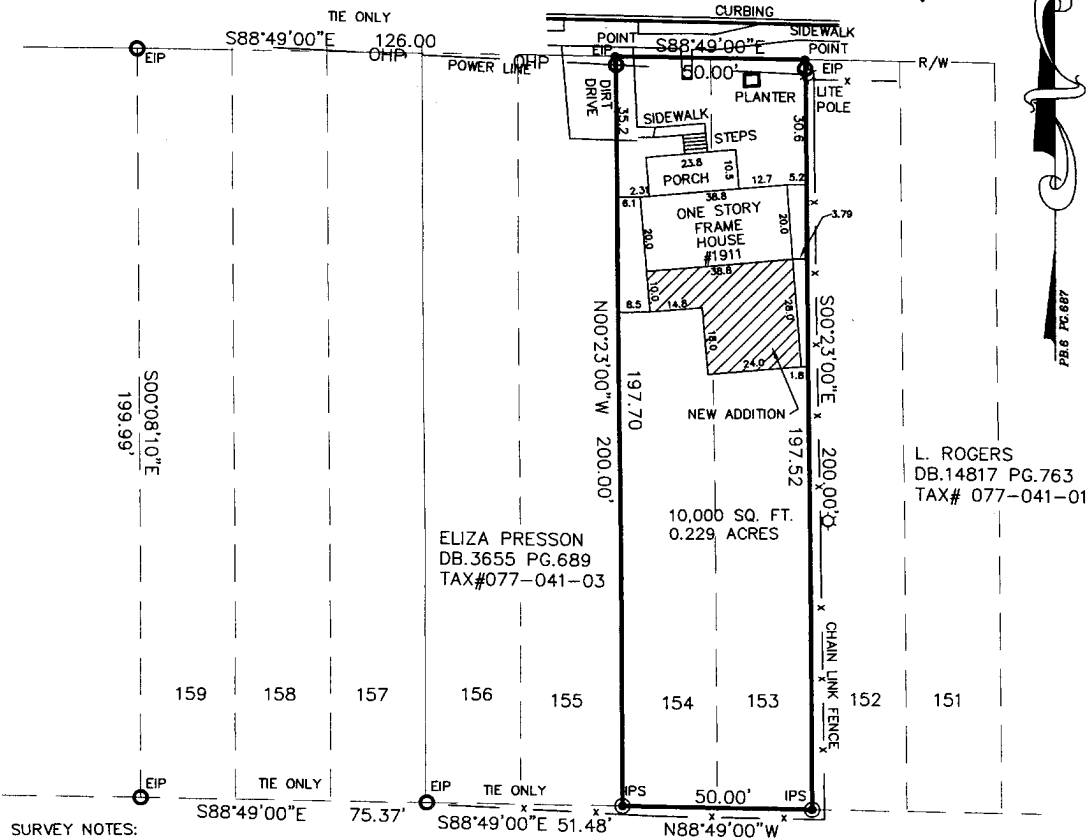
JAMES TIMOTHY THOMAS, N.C. PLS L-4330
605 PHILLIP DAVIS DRIVE SUITE 3
CHARLOTTE, N.C. 28217
PHONE (704) 335-8600
FAX (704) 335-8655

LEGEND

EIP EXISTING IRON PIN
ECM EXISTING CONCRETE MONUMENT
IPS RE-SET IRON PIN
PDE PUBLIC DRAINAGE EASEMENT
CLOSURE EXCEEDS 1 INCH in 10,000'
PROPERTY LINE
ADJOINER PROPERTY LINE BY DEED OR PLAT



HOLLY STREET - 50' PUBLIC R/W



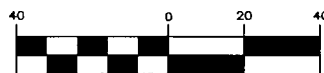
SURVEY NOTES:

- 1) NORTH ORIENTATION IS BASED ON PLAT BOOK 6 PG.687.
- 2) TITLE OF SUBJECT PROPERTY IS BASED ON DEED BOOK 9752 PG.977 ALL DEED REFER TO MECKLENBURG COUNTY REGISTR.
- 3) THIS PROJECT SUBJECT TO RESTRICTIONS OF RECORD.
- 4) IMPROVEMENTS SHOWN FOR THE PERFORMANCE OF THIS SURVEY.
- 5) THE SUBJECT PROPERTY IS ZONED: R-5 AND IS SUBJECT TO CHANGE WITH USE AND SHOULD BE VERIFIED BY USERS. TAX# 077-041-02
- 6) THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER COMMUNITY FLOOD PANEL (370159-0146E DATED 2/2/04).
- 7) NO ENVIRONMENTAL ISSUES ADDRESSED DURING THE PERFORMANCE OF THIS SURVEY.
- 8) IRONS AT ALL CORNERS, UNLESS NOTED OTHERWISE.
- 9) THIS SURVEY IS INVALID UNLESS IT CONTAINS THE ORIGINAL SIGNATURE AND SEAL OF THE ABOVE STATED SURVEYOR.

SETBACKS ARE:

FRONT: 20'
REAR: 35'
SIDE: 6' (0' MAY BE PERMITTED IN RESIDENTIAL SINGLE FAMILY AREAS IF CERTAIN REQUIREMENTS ARE MET.)

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

PHYSICAL SURVEY
OF
LOTS 153 & 154 OF THE G.W. GILBERT ESTATE
1911 HOLLY STREET CHARLOTTE, N.C.

PROPERTY OF MONY R. DAVIS

SCALE: 1"=40'

MAP RECORDED IN BOOK: 6 AT PAGE 687 DEED RECORDED IN BOOK: 9752 PAGE:977

DRAWN BY: JEC FIELD: JBC

PROJECT NUMBER 060020



Building Permit

One/Two Family

Property

Address: 1911 HOLLY ST
Subdivision:

Parcel: 07704102 Lot: Block:
Tax Jurisdiction: CHARLOTTE

Site Details

Land Area (sq. ft.): Parking Required: Front Street:

Lot

Corner: N Through: N Irregular: N

Minimum Setbacks (ft.)

Front: 20 Left: 5 Right: 5 Rear: 35

Project

Project Number: 142317 Occupancy Type: R3 * RESIDENTIAL - SINGLE FAM
Project Name: 1911 ROOM ADDITION Contract Cost: \$21,650
USDC: 434 - Housekeeping Buildings(additions, chimneys, conv,
Mobile Home: Year/Make: Serial Number:
Heated Area: 800 sq. ft. Unheated Area: Deck Area:

Owner

Name: Address:
Phone:

Trade Details

Electrical

Total Amps: 0 Number of Circuits: 0 Connections at 120 Volts: 0 Connections Over 120 Volts: 0
Service Type: Existing Utility Company:

Mechanical

No. of Gas Connections: 0 No. of Appliances: 0 Utility Company:
Heating/Cooling:

Plumbing

No. of Fixtures: 0 No. of Appliances: 0

Utilities

Type of Service: Existing

	Public Meter/Connection		Private Service	
	Individual	Master	Individual	Community
Water/Well:	No	No	No	No
Sewer/Septic:	No	No	No	No



Building Permit

One/Two Family

Contractors

Building Contractor	MONY DAVIS	Contractor ID:	
Phone:		License # :	
Address:		Contract Cost: \$ 9,000	
		Home Owner: Yes	
		Permit Number: B1574630	
Electrical Contractor	S & G ELECTRICAL ENTERPRISES	Contractor ID: X31175	
Phone:	(704) 545-0848	License # : 0000023277	
Address:	8625 LOCHINVAR DR	Contract Cost: \$ 2,000	
	CHARLOTTE, NC 28227	Home Owner: No	
		Permit Number: E1574631	
Mechanical Contractor	CHAMPION HEATING & COOLING, INC.	Contractor ID: E16550	
Phone:	(704) 391-2077	License # : 0000016151	
Address:	P O BOX 708	Contract Cost: \$ 9,000	
	PAW CREEK, NC 28130-0708	Home Owner: No	
		Permit Number: M1574632	
Plumbing Contractor	WEBB KENNETH	Contractor ID: X38993	
Phone:		License # : 28269	
Address:	4531 MACKINAC ST	Contract Cost: \$ 1,650	
	CHARLOTTE, NC 28269	Home Owner: No	
		Permit Number: P1574633	

Fees

Permit Fee:	\$233.13	Fax Fee:	\$0.00	Fast Track Fee:	\$0.00
Double Fee:	\$0.00	Home Owner Recovery Fund:	\$0.00	Fee Adjustment:	\$0.00
Fire Damage Fee:	\$0.00	NESHAP Fee:	\$0.00	Total Fee:	\$233.13
Permit Fee Type: Construction		Charge To Account: No			

Miscellaneous

Entry Date: 02/13/2006 02:46 pm	Entered By: Watts, Dan
Issue Date: 02/14/2006	Issued By: Goodman, Rosemay
Special Inspections: n/a	

Mecklenburg County
Land Use and Environmental Services
P.O. Box 31007
700 N Tryon St
Charlotte, NC 28231-1097
(704) 336-3830



Permit: **B1574630**
Issue Date: February 14, 2006

Building Permit

One/Two Family

Remarks

DETAILS ON PERMIT b1515573

*This permit will expire if work either has not started within 6 months or is discontinued for a period of 12 months.
No credit or refund will be given unless applied for within 120 days after a permit has expired.*

Proposal

Page # 1 of 3 pages

HOME IMPROVEMENTS
J.S. CONSTRUCTION CO.
9318 LAKE SPRING AVE. CHARLOTTE, NC.
PHONE 704-391-1166 - 704-957-2848
ROOM ADDITIONS REMODELING
PAINTING CONCRETE ALL REPAIRS

Proposal Submitted To: MONY DAVIS		Job Name ROOM ADDITIONS	Job #
Address 1911 HOLLY STREET		Job Location SAME AS ADDRESS	
CHARLOTTE, NC		Date MAY 5, 2005	Date of Plans
Phone # 704-399-7606	Fax # N/A	Architect N/a	

We hereby submit specifications and estimates for:

1. To fill out necessary forms and drawings needed to be able to obtain building Permit in owner's name for room additions.
2. To extend one wall of bedroom #1 over 2 feet into area of main bedroom to install new closet area and remove wall of existing closet in bedroom #1 and finish both areas.
3. To remove existing siding of rear of existing house and prepare area for new addition.
4. To install new footing and 8-inch block foundation for area approximately 38 feet X 28 feet at the rear of house for new addition.
5. To frame new additions into three rooms, two bathrooms, two closets and hallway as shown on attached drawing for 1911 Holly Street.
6. To install up to a total of four windows to match existing windows as close as possible, window locations not shown and to install one entrance door as shown on drawing.
7. To install a total of six interior doors, two water closets, two face lavatories, two stand up showers and connect all plumbing to existing plumbing lines, insulate new area and sheetrock interior walls and finish according to state and local codes.

CONTINUED ON PAGE # 2

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:


ITEMS Number 1-13

\$ (41,500.00) FORTY-ONE THOUSANDS-FIVE HUNDRED 00/100 Dollars

with payments to be made as follows: SEE PAYMENT SCHEDULE ON PAGE 3

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted


JEROME SMITH

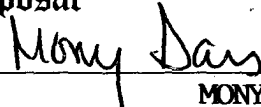
Note — this proposal may be withdrawn by us if not accepted within XXX days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance 8/18/05

Signature


MONY DAVIS

Signature

Proposal

Page # 2 of 3 pages

HOME IMPROVEMENTS

J.S. CONSTRUCTION CO.
9318 LAKE SPRING AVE. CHARLOTTE, NC
PHONE 704-391-1166 - 704-957-2848
ROOM ADDITIONS REMODELING
PAINTING CONCRETE ALL REPAIRS

Proposal Submitted To: MONY DAVIS		Job Name ROOM ADDITIONS	Job #
Address 1911 HOLLY STREET		Job Location SAME AS ADDRESS	
CHARLOTTE, NC		Date MAY 5, 2005	Date of Plans N/A
Phone # 704-399-7606	Fax # N/A	Architect N/A	

We hereby submit specifications and estimates for:

8. Install sheet vinyl flooring in two bathrooms and carpet in the two bed rooms and the den area and base board trim to match existing base trim and paint new interior with color white.
9. To install brick on the exterior ~~new addition~~ ^{new brick ext'n} window sill high and remainder of exterior with six inch hard board siding. Brick to match existing brick on front of house as close as possible and paint new and existing exterior of house.
10. To install steps at rear side entrance door.
11. Install new roof area to same pitch as existing with fiberglass shingles, color will be close as possible to existing shingles.
12. To install new 2 ton gas pack unit, heat and air, to new addition and install lines.
13. To up grade electrical service to 200 amps and wire new addition according to state and local codes.

ALL MATERIALS WILL BE EQUAL TO EXISTING MATERIAL OR GRADE UP

ALL PAYMENTS MADE OUT TO JEROME SMITH

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

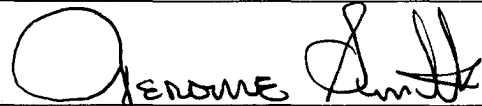
ITEMS NUMBER 1-13

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Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted


JEROME SMITH

Note — this proposal may be withdrawn by us if not accepted within XXX days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature


MONY DAVIS

Date of Acceptance

8/10/05

Signature

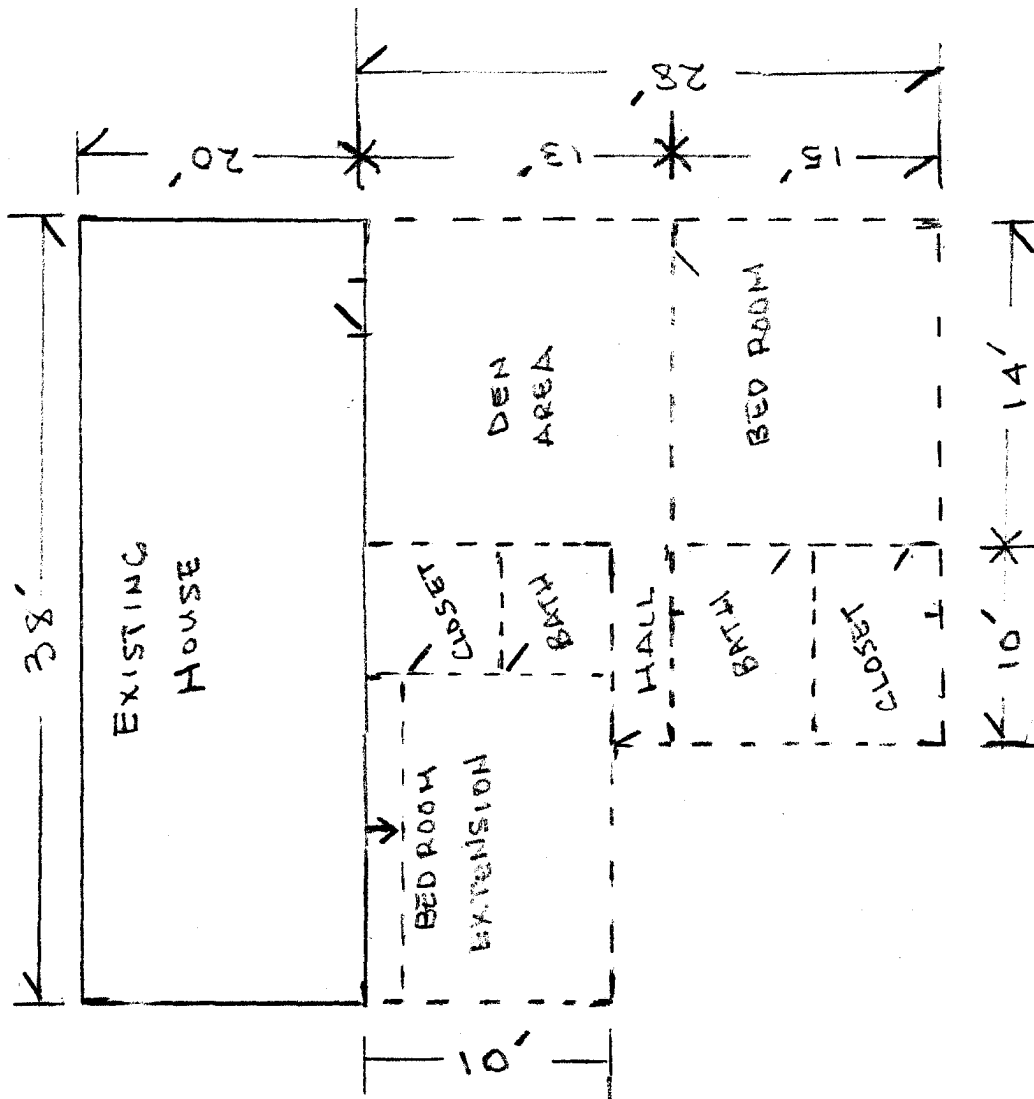
Page # 3 of 3 pages

Proposal Submitted To: MONY DAVIS		Job Name ROOM ADDITIONS		Job #	
Address 1911 HOLLY STREET		Job Location SAME AS ADDRESS			
CHARLOTTE, NC		Date MAY 5, 2005		Date of Plans	
Phone # 704-399-7606		Fax # N/A		Architect N/A	

100-443887-100

Signature

HOLLY STREET



DRIVE WAY
SIDE

212

2000

8/11/8
not much
Amundson
30-01-8



Mecklenburg County
Land Use & Environmental Services
Attention: Revenue Collection
www.meckpermit.com

Handwritten notes:
This bond is for the
2007 permit
for the
building
of the
new
building

Account #	X38561
Bond #	Cash 0433

LAND USE and CONSTRUCTION CASH BOND

Consult instructions for completion

PRINCIPAL INFORMATION	
Name:	MONY DAVIS
D.B.A.:	
Address:	1911 HOLLY STREET
City/State/Zip:	CHARLOTTE, NC 28216
Phone:	704-399-7606
Pager:	
Fax:	
Cell:	
E-Mail Address:	
Business License #:	
State License #s:	

State of North Carolina
County of Mecklenburg

KNOW ALL MEN BY THESE PRESENTS that I, MONY DAVIS,
(Principal Name)

as Principal have deposited with Mecklenburg County the sum of \$ 2,000.00 .00), which amount will be held by Mecklenburg County in a non-interest bearing account.

Whereas, the said Principal is engaged in a land development and/or construction business within Mecklenburg County; and

Whereas, the above named Principal has applied for and is about to have issued by Mecklenburg County an Account which will include all charges (including permit fees and other amounts charged by Principal to the Account and penalties and additional charges which might be levied against Principal for violations of land development rules, ordinances and regulations or charged to Principal in connection with such rules, ordinances or regulations) associated with all land development regulatory matters engaged in by Principal in Mecklenburg County (unless covered by another more specific bond for certain development activities), including, but not limited to, building code matters, subdivision matters, storm water matters, soil erosion and sedimentary control matters, both City of Charlotte and County fire marshal matters, NESHAP Air Quality matters, Planning Commission matters, City Engineering matters, and County environmental health matters; and

Whereas, there have been promulgated by Mecklenburg County certain rules and regulations for the issuance of such an Account that require that amounts charged to said Account be guaranteed by the Principal and a Surety, or a cash bond;

Principal Name: MONTY DAVIS

Page 2

Cash Bond #: Cash 0433

Now, therefore, the condition of this obligation is such that if said Principal shall well and truly pay to Mecklenburg County all amounts charged to said Account, and all legal expenses and costs Mecklenburg County may incur to collect any unpaid amounts, then this obligation is to be null and void, otherwise to be in full force and effect.

It is expressly understood that this cash bond is non-interest bearing and may be canceled by Principal upon thirty (30) days notice by filing with Mecklenburg County written notice to so cancel. From and after the date of cancellation, no further amounts may be charged by Principal to the Account covered by this cash bond. However, Principal will be responsible for payment of all amounts charged by Principal to the Account prior to the date of cancellation as well as penalty amounts charged to the Account (both before and after the date of cancellation) because of Principal's violation of land development rules, ordinances and regulations with respect to land development activities undertaken and permits issued prior to the date of cancellation. Therefore, this Bond will remain in effect, and the funds held by Mecklenburg County (even after the date of cancellation) until either (i) the Account has a zero dollar (\$0) balance and all permits issued to Principal between the time the bond was issued and date of cancellation have been closed, or (ii) a substitute bond has been provided by Principal to cover those liabilities and contingent liabilities.

This the 17 day of AUGUST, 2005.

Are you an OWNER/OCCUPANT constructing a new residence on your own property? ☒ Yes ☐ No

Witness to Principal	Principal <u>Monty Davis</u>
----------------------	---------------------------------

cbond.frm (MB) 6/04

Mecklenburg County
Land Use and Environmental Services
P.O. Box 31097
700 N Tryon St
Charlotte, NC 28231-1097
(704) 336-3830



Permit: **B1515573**
Issue Date: August 17, 2005

Building Permit

One/Two Family

Property

Address: 1911 HOLLY ST
Subdivision:

Parcel: 07704102 Lot: Block:
Tax Jurisdiction: CHARLOTTE

Site Details

Land Area (sq. ft.): Parking Required: Front Street:

Lot

Corner: N Through: N Irregular: N

Minimum Setbacks (ft.)

Front: 20 Left: 5 Right: 5 Rear: 35

Project

Project Number: 142317 Occupancy Type: R3 * RESIDENTIAL - SINGLE FAM
Project Name: 1911 ROOM ADDITION Contract Cost: \$41,650
USDC: 434 - Housekeeping Buildings (additions, chimneys, conv,
Mobile Home: Year/Make: Serial Number:
Heated Area: 672 sq. ft. Unheated Area: Deck Area:

Owner

Name: MONY DAVIS
Phone:

Address:

Trade Details

Electrical

Total Amps: 150 Number of Circuits: 12 Connections at 120 Volts: 0 Connections Over 120 Volts: 0
Service Type: Existing Utility Company: DUKE ENERGY

Mechanical

No. of Gas Connections: 0 No. of Appliances: 0 Utility Company: PIEDMONT NATURAL GAS
Heating/Cooling: Gas Pack

Plumbing

No. of Fixtures: 4 No. of Appliances: 3

Utilities

Type of Service: Existing

	Public Meter/Connection		Private Service	
	Individual	Master	Individual	Community
Water/Well:	Yes	No	No	No
Sewer/Septic:	Yes	No	No	No

*This permit will expire if work either has not started within 6 months or is discontinued for a period of 12 months.
No credit or refund will be given unless applied for within 120 days after a permit has expired.*

Mecklenburg County
Land Use and Environmental Services
P.O. Box 31097
700 N Tryon St
Charlotte, NC 28231-1097
(704) 336-3830



Permit: **B1515573**
Issue Date: August 17, 2005

Judy

Building Permit One/Two Family

Contractors

Building Contractor	DAVIS MONY Phone: (704) 399-7606 Address: 1911 HOLLY ST CHARLOTTE, NC 28216	Contractor ID: X38561 License #: Contract Cost: \$ 34,500 Home Owner: Yes Permit Number: B1515573
Electrical Contractor	HARRIS ELECTRICAL CONTRACTOR Phone: (704) 588-7126 Address: 8406 MCALPINE DRIVE CHARLOTTE, NC 28217	Contractor ID: X36901 License #: 25542 Contract Cost: \$ 2,650 Home Owner: No Permit Number: E1515905
Mechanical Contractor	COUSAR DEREK Phone: (704) 527-5411 Address: P O BOX 16786 CHARLOTTE, NC 28297	Contractor ID: X33099 License #: 0000023671 Contract Cost: \$ 3,000 Home Owner: No Permit Number: M1515906
Plumbing Contractor	LONDON JOHN D Phone: (704) 334-2211 Address: 300 S TORRENCE STREET CHARLOTTE, NC 28204	Contractor ID: X31028 License #: 0000014469 Contract Cost: \$ 1,500 Home Owner: No Permit Number: P1515907

Fees

Permit Fee:	\$438.53	Fax Fee:	\$0.00	Fast Track Fee:	\$0.00
Double Fee:	\$0.00	Home Owner Recovery Fund:	\$0.00	Fee Adjustment:	\$0.00
Fire Damage Fee:	\$0.00	NESHAP Fee:	\$0.00	Total Fee:	\$438.53
Permit Fee Type: Construction		Charge To Account: Yes			

Miscellaneous

Entry Date: 08/17/2005 09:47 am	Entered By: Watts, Dan
Issue Date: 08/17/2005	Issued By: Watts, Dan
Special Inspections: n/a	

www.meckpermit.com
1st click
for
instr forms list

This permit will expire if work either has not started within 6 months or is discontinued for a period of 12 months.
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Mecklenburg County
Land Use and Environmental Services
P.O. Box 31097
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Permit: **B1515573**
Issue Date: August 17, 2005

Building Permit

One/Two Family

Remarks

*This permit will expire if work either has not started within 6 months or is discontinued for a period of 12 months.
No credit or refund will be given unless applied for within 120 days after a permit has expired.*

GERDES, MASON AND SIMPSON, L.L.P.

ATTORNEYS AT LAW

P. O. BOX 30068

SUITE 110, 216 NORTH McDOWELL STREET

CHARLOTTE, NORTH CAROLINA 28230

EMAIL: gmsl@gmsllaw.com

PHILLIP E. GERDES

JAMES L. MASON, JR.

DAVID T. SIMPSON, JR.

BENJAMIN D. WILLIAMS

MAILING ADDRESS

P. O. BOX 30068

CHARLOTTE, N. C. 28230

TELEPHONE (704) 372 - 3180

FACSIMILE (704) 343 - 2942

December 30, 2005

Ms. Mony R. Davis
1911 Holly Street
Charlotte, NC 28216

Re: 1911 Holly Street Construction Contract with Jerome Smith d/b/a J.S. Construction
Co. dated August 10, 2005
Real Property Claim of Lien
My File No.: COL-10720W

Dear Ms. Davis:

I am an attorney representing Mr. Jerome Smith in regards to his home addition construction contract with you. Enclosed you will find copy of a Real Property Claim of Lien which I have filed on his behalf in regards to the realty at 1911 Holly Street.

Mr. Smith informs me that you have recently changed the locks on the house at 1911 Holly Street such that he cannot get in to finish out the remaining work under the contract. It also appears you may be allowing someone else to attempt to do some of the final construction work you contracted to Mr. Smith. This is written to implore you to work with Mr. Smith to allow final completion of the contract work pursuant to your contract. Failure to allow Mr. Smith reasonable access to the job site will constitute a total breach of the contract on your part.

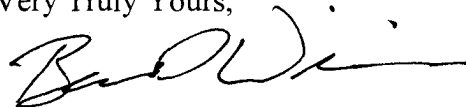
The contract price, as you know, was for \$41,500.00. Mr. Smith details for me that you paid \$12,500.00 on 8/10/2005 and \$11,000.00 on 10/5/2005 for a total of \$23,500.00 paid to date. The contract balance is then \$18,000.00. Of that balance, \$10,000.00 is currently due for work already substantially completed under the contract. That is the amount that has been liened. The remaining \$8,000.00 balance will come due upon Mr. Smith's completion of the insulation and sheet rock hanging and final contract work, or it will come due when and if you choose to breach the contract by not allowing Mr. Smith access to finish the job as agreed or allowing someone else to do it. Allowing someone else to finish the work does not absolve you of your legal duty to pay the contract balance to Mr. Smith.

Mr. Smith is not a litigious man. He wants to work this out with as little involvement from me as possible, but he cannot do that if you will not allow him to finish

the job. This letter will act as Mr. Smith's (1) formal notice that he considers your changing the locks and not allowing him onto the job site as materially interfering with his ability to complete the contract work, and (2) formal demand that you allow him to get in and finish the job. If Mr. Smith is not allowed back in to finish the contract job by Monday, January 9, 2006, then I will advise him to declare you in total breach of the contract. Thereafter he will have no choice but to further involve me by way of a lawsuit seeking judgment for the \$18,000.00 balance of the contract from you and seeking a judicial sale of the property at 1911 Holly Street in satisfaction of the enclosed lien to act as an offset against the judgment. Understand, this is not Mr. Smith's desire. This is not a letter written just as a formality. Mr. Smith wants to complete the work under the contract. He does not want a lawsuit. If he is allowed to complete the work and if you pay him for it, then he will of course cancel the enclosed lien and there will be no lawsuit. Additionally, the construction materials, bricks, cinderblocks, and other items at the job site belong to Mr. Smith and/or his subcontractors and should you continue to deny him access to the job site, you should keep those items in their original condition.

I am hoping you will give this matter the prompt attention it deserves. Mr. Smith can be reached at 704-957-2848. I can be reached at the number above.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Ben Williams", with a long horizontal flourish extending to the right.

Benjamin D. Williams

Bdw
Enc.

Cc: Mr. Jerome Smith

GERDES, MASON AND SIMPSON, L.L.P.

ATTORNEYS AT LAW

P. O. BOX 30068

SUITE 110, 216 NORTH McDOWELL STREET

CHARLOTTE, NORTH CAROLINA 28230

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PHILLIP E. GERDES

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BENJAMIN D. WILLIAMS

MAILING ADDRESS

P. O. BOX 30068

CHARLOTTE, N. C. 28230

TELEPHONE (704) 372 - 3180

FACSIMILE (704) 343 - 2942

January 5, 2006

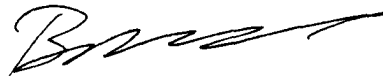
Ms. Mony R. Davis
1911 Holly Street
Charlotte, NC 28216

Re: 1911 Holly Street Construction Contract with Jerome Smith d/b/a J.S. Construction
Co. dated August 10, 2005
Real Property Claim of Lien
My File No.: COL-10720W

Dear Ms. Davis:

If you have consulted with an attorney regarding this matter, please have that attorney contact me to discuss this. I simply cannot believe that this is a case which you and Jerome would want to pay to litigate, and I am hopeful that if I could speak with your attorney cooler heads can prevail.

Very Truly Yours,



Benjamin D. Williams

BDW/sc cc: Jerome Smith