

CHARLOTTE – MECKLENBURG

Planning Department

INTER - OFFICE COMMUNICATION

DATE: October 3, 2011

TO: Mark Fowler
Zoning Supervisor

FROM: Debra Campbell SS
Planning Director

**SUBJECT: Correction to the June 28, 2010 Administrative Approval for Petition 2008-073
(Charlotte Mecklenburg Housing Partnership)**

Attached are modified plans for the above petition. The petitioner's design firm mistakenly omitted changes on a May 13, 2009 Administrative Approval from the more recent June 28, 2010 Administrative Approval. These changes dealt with Section 11.2 on Sheet T101 regarding improvements to Statesville Road.

Since these changes have already been approved administrative and meet the requirements of the Charlotte Zoning Ordinance Section 6.207 Alterations to Approval, I am reissuing approval of this plans to clarify the correct and most recent Administrative Approval. Please use these plans when evaluating requests for building permits and certificates of occupancy.

Note all other ordinance requirements still apply.

SITE DATA (EXISTING):

Owner: Double Oaks Development, LLC
 Address: 4601 Charlotte Park Dr., Suite # 350
 Charlotte, NC 28217
 Site Address: Unassigned
 Existing Zoning: NS
 Tax Parcel Numbers: 075-105-43, 075-105-30, 075-105-37, 079-044-02
 Existing Zoning: R-22 MF
 Tax Parcel Numbers: 075-111-01, 075-124-02, 075-123-01, 075-112-01, 075-113-04, 075-113-01
 Existing Zoning: I-2
 Tax Parcel Numbers: 079-043-03
 Existing Zoning: R-8
 Tax Parcel Numbers: 075-114-23, 075-114-24

SITE DATA (PROPOSED):

Development Area 1
 Proposed Zoning: NS (SPA)
 Proposed Use: Multi-Family & attached Club House Uses
 Dwelling Units: 48
 Area: +/- 2.38 ac.

Development Area 2
 Proposed Zoning: NS (SPA)
 Proposed Use: Mixed Use (Retail/Office: ≤ 15,000 SF)
 Dwelling Units: Up to 70
 Area: +/- 1.26 ac.

Development Area 3
 Proposed Zoning: NS (SPA)
 Proposed Use: Mixed Use (Retail/Office: ≤ 20,000 SF)
 Dwelling Units: Up to 230
 Area: +/- 3.03 ac.

Development Area 4/Easement
 Proposed Zoning: NS (SPA)
 Proposed Use: Green Way / Park via Easement
 Area: +/- 2.88 ac.

Development Area 5
 Proposed Zoning: NS (SPA)
 Proposed Use: Multi-Family
 Dwelling Units: 72
 Area: +/- 1.44 ac.

Development Area 6
 Proposed Zoning: NS
 Proposed Use: Multi-Family and/or Single Family Attached
 Dwelling Units: Up to 72
 Area: +/- 1.85 ac.

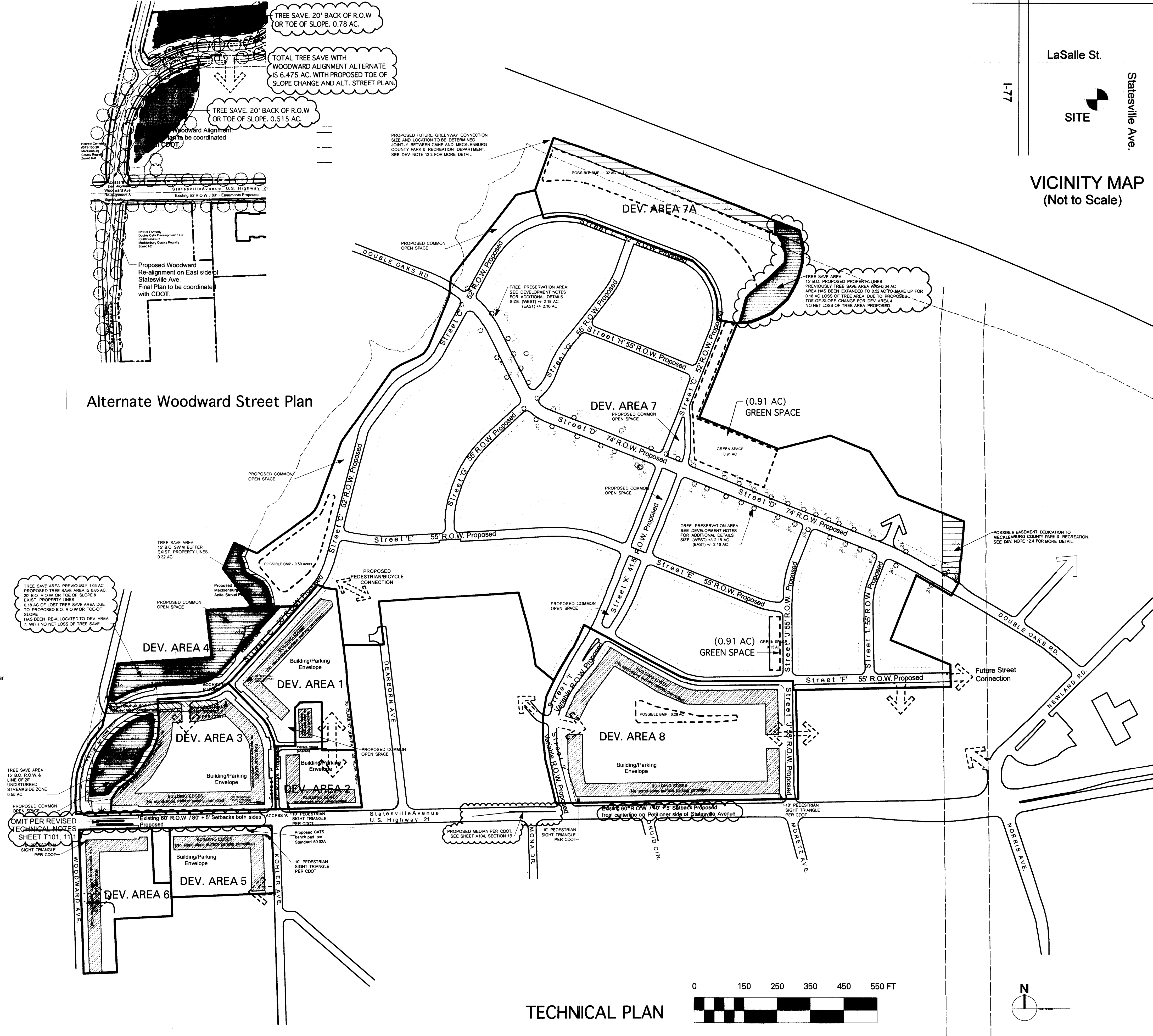
Development Area 7
 Proposed Zoning: UR-2 (CD)
 Proposed Use: Residential / Green Way Park via Easement
 Dwelling Units: Up to 400
 Area: +/- 39.92 ac.
 Site Area in Easement: +/- 0.32 ac.

Development Area 7A
 Proposed Zoning: UR-2 (CD)
 Proposed Use: Residential / Green Way Park via Easement
 Dwelling Units: Up to 40
 Area: +/- 4.28 ac.

Development Area 8
 Proposed Zoning: UR-2 (CD)
 Proposed Use: Multi-Family, Single Family Attached, Child Care Center
 Dwelling Units: Up to 150
 Area: +/- 7.05 ac.

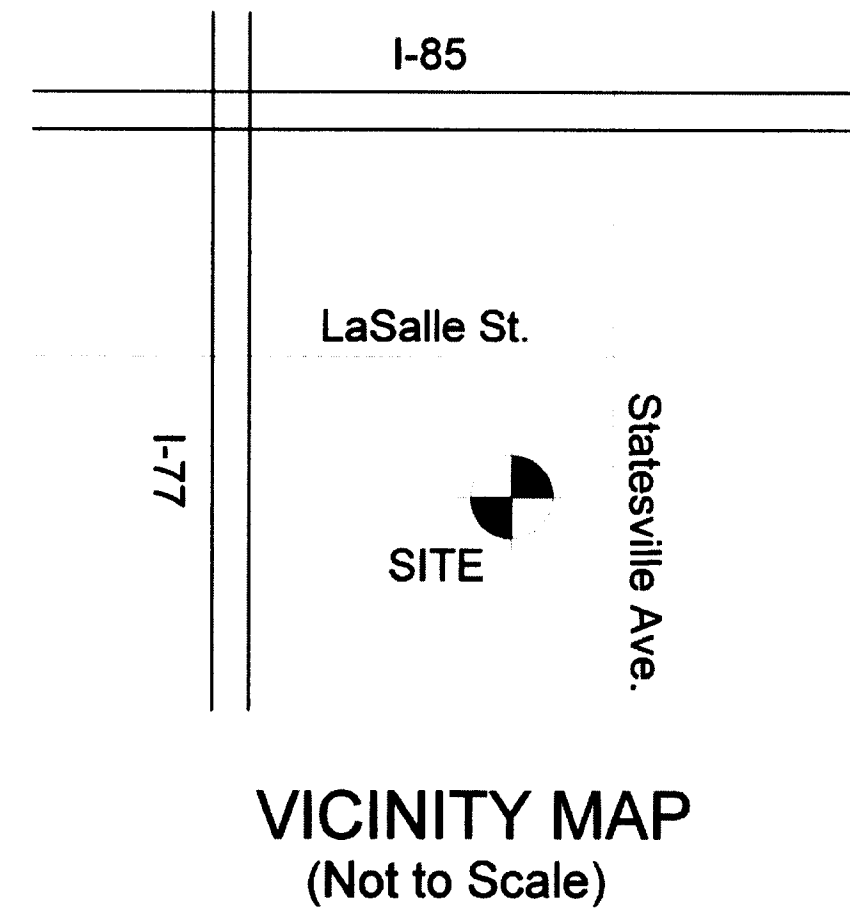
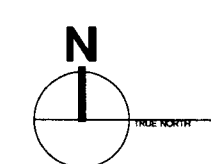
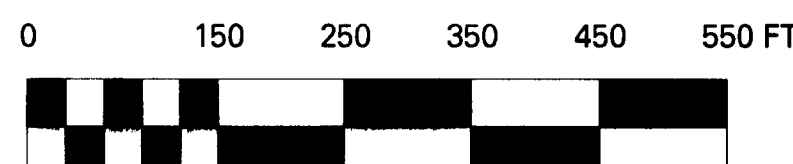
TOTAL SITE AREA: +/- 64.11 ac.
 EASEMENT AREA DEDICATION: +/- 3.50 ac.
 NET AREA: +/- 60.61 ac.
 PROPOSED TREE SAVE AREA: +/- 6.58 ac.

PROPOSED MINIMUM PARKING STANDARDS:
 1.0/1 dwelling unit (NS zone)
 1.0/1 dwelling unit (UR-2 zone)
 0.1/25 sf minimum (restaurants)
 1.0/450 sf minimum (retail/non-restaurant)
 1.0/550 sf minimum (office)



Alternate Woodward Street Plan

TECHNICAL PLAN



shook kelley

2151 Hawkins Street Suite 400 Charlotte, NC 28203-4927
 850 South Robertson Blvd. Suite One Los Angeles, CA 90035-1621

T 704 377 0861 F 704 377 0853
 T 310 659 9482 F 310 659 9528

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NOT FOR CONSTRUCTION

Prepared for:
 CMHP
 Charlotte Mecklenburg Housing Partnership
 David Howard
 4601 Charlotte Park Drive
 Charlotte, NC 28217
 704-342-0553 p

Double Oaks Phase II

Petition #2008-Charlotte, NC

Key	Date	Description
1	2008_02_15	First Submittal
2	2008_05_15	Second Submittal
3	2008_06_16	Public Hearing
4	2008_06_25	Zoning Committee
5	2008_07_21	City Council
6	2009_01_30	Amendment to Petition
7	2009_03_11	Second Amendment to Petition
8	2010_01_11	Third Amendment to Petition
9	2010_05_05	Fourth Amendment to Petition

**Technical Plan
 Petition #2008-73
 Fourth Amendment to Petition**

ATTACHED TO ADMINISTRATIVE APPROVAL

DATED: OCT. 3 2011

BY: DEBRA D. CAMPBELL

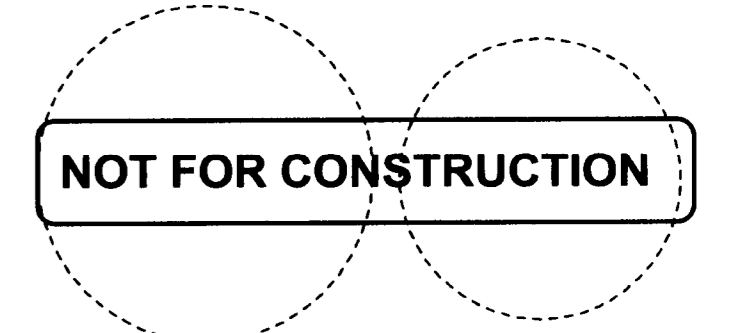
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Project name#: Project / 07024
 CAD File Name: 08_0125_DO_ZONING_PLAN.MCD

**DOUBLE OAKS PHASE II
 RE-ZONING PLAN SUBMITTAL
 FOR ADMINISTRATIVE AMENDMENT 4**

SP101



Prepared for:
 CMHP
 Charlotte Mecklenburg Housing Partnership
 David Howard
 4601 Charlotte Park Drive
 Charlotte, NC 28217
 704.342.0953 p

Double Oaks Phase II

Petition #2008-Charlotte, NC

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2	2008_05_13	Revised Submittal
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9	2010_05_05	Fourth Amendment to Petition

Schematic Plan Petition #2008-73 Fourth Amendment to Petition

ATTACHED TO ADMINISTRATIVE APPROVAL

DATED: OCT. 3 2011

BY: DEBRA D. CAMPBELL SS

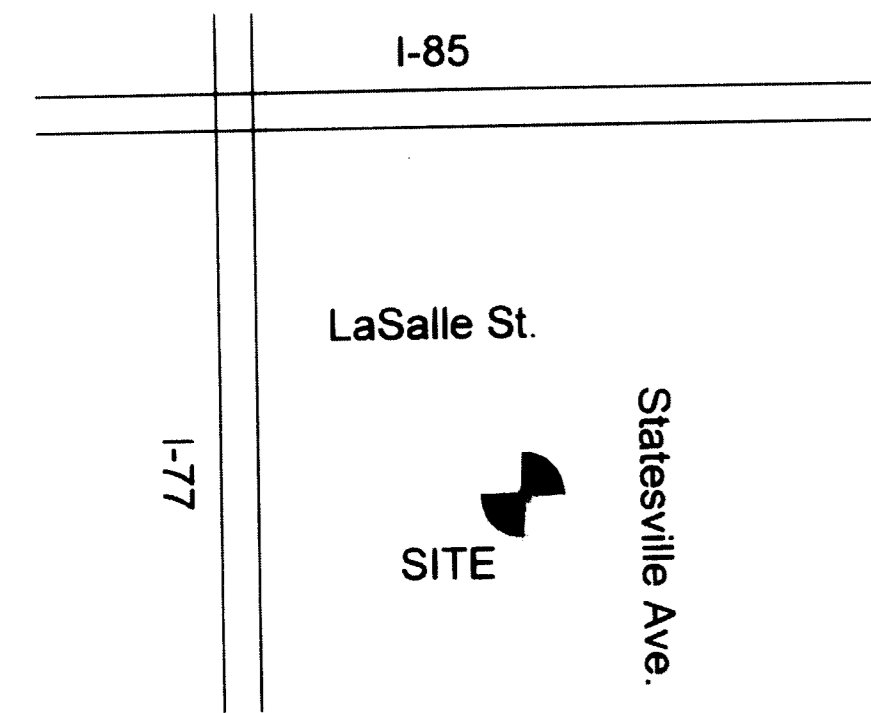
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Project name#: Project / 07024
 CAD File Name: Site Plan_96_Units_Schem_10_0111

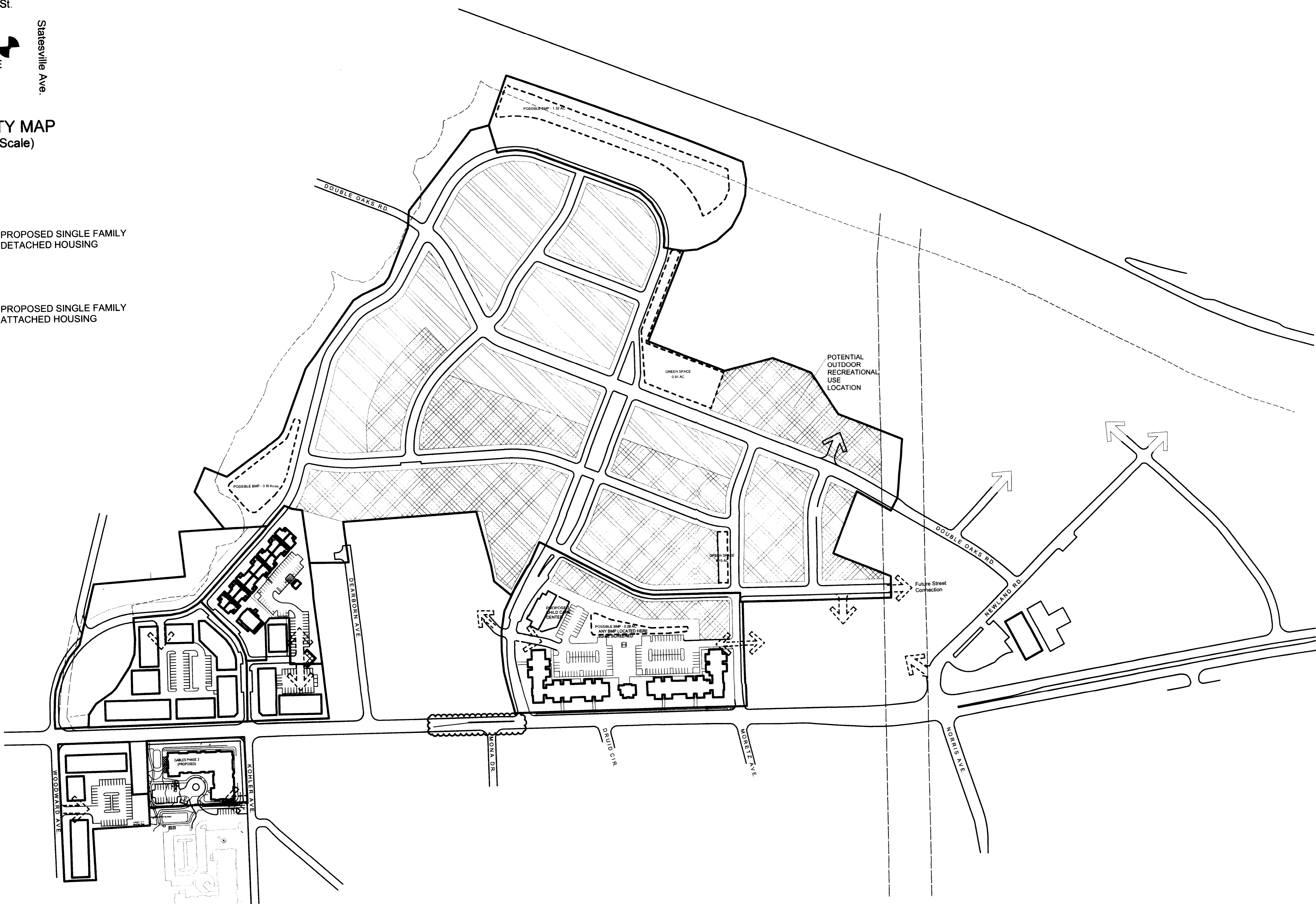
DOUBLE OAKS PH. II RE-ZONING PLAN SUBMITTAL FOR ADMINISTRATIVE AMENDMENT 4

SP102

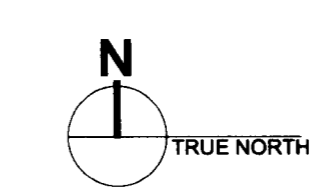
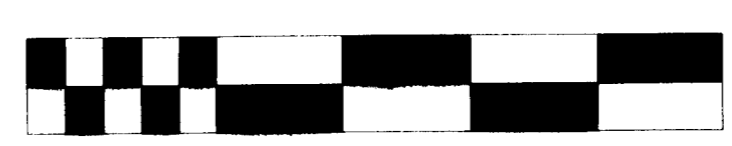


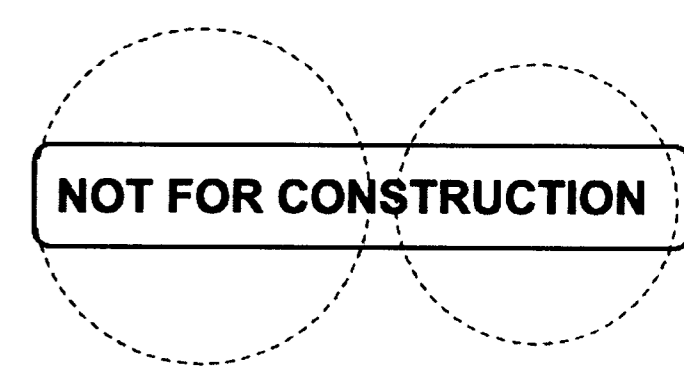
VICINITY MAP
 (Not to Scale)

- PROPOSED SINGLE FAMILY DETACHED HOUSING
- PROPOSED SINGLE FAMILY ATTACHED HOUSING



SICHEMATIC PLAN





Prepared for:
CMHP
Charlotte Mecklenburg Housing Partnership
David Howard
4631 Charlotte Park Drive
Charlotte, NC 28217
704.342.0933 p

Double Oaks Phase II

Petition #2008-Charlotte, NC

Key	Date	Description
1	2008_02_15	First Submittal
2	2008_05_13	Second Submittal
3	2008_06_16	Public Hearing
4	2008_06_25	Zoning Committee
5	2008_07_20	City Council
6	2009_01_30	Amendment to Petition
7	2009_03_11	Second Amendment to Petition
8	2010_01_11	Third Amendment to Petition
9	2010_05_05	Fourth Amendment to Petition

Proposed Zoning Boundary Technical Plan Petition #2008-73 Fourth Amendment to Petition

ATTACHED TO ADMINISTRATIVE APPROVAL

DATED: OCT. 3 2011

BY: DEBRA D. CAMPBELL SS

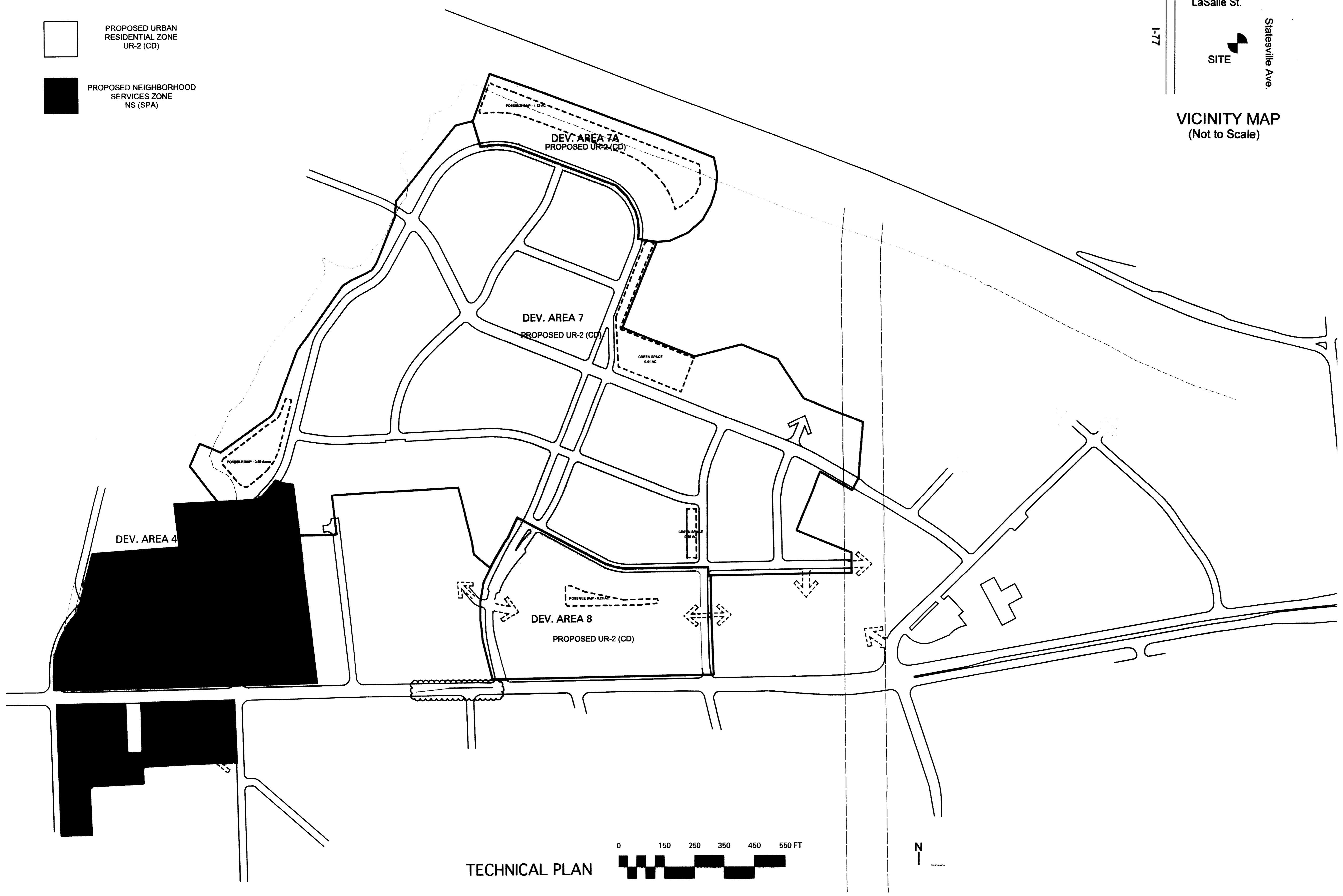
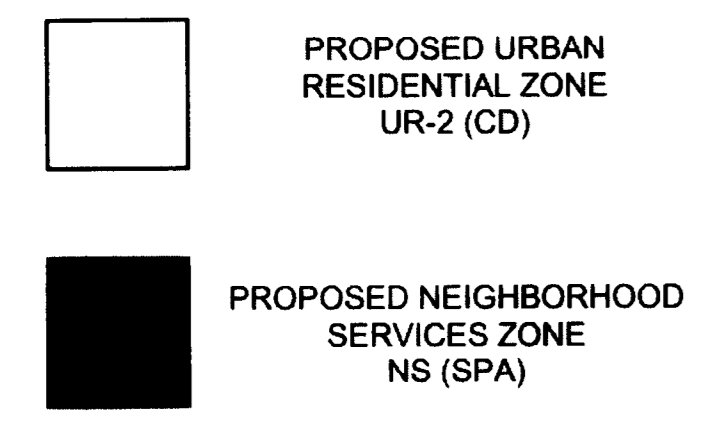
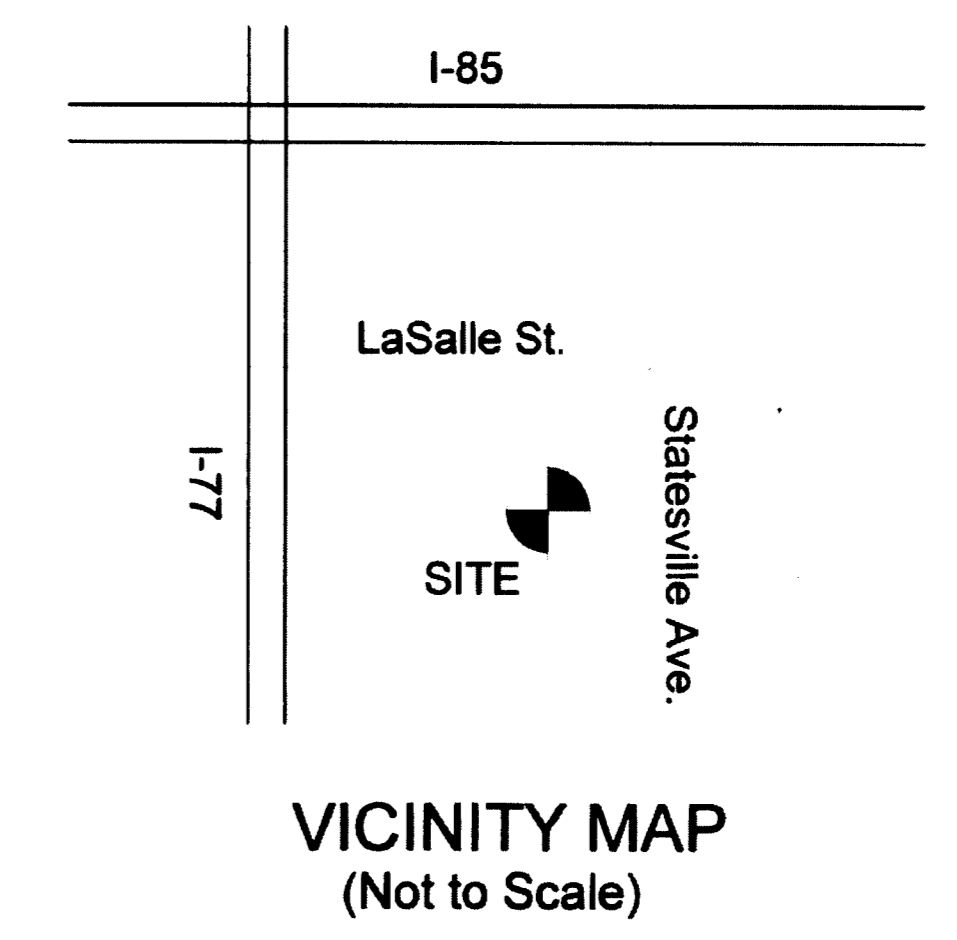
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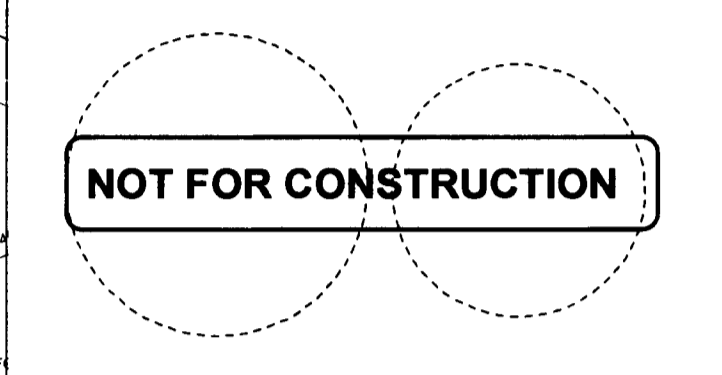
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Project name#: Project / 07024
CAD File Name: Site Ppan_96_Units_Zone_10_0111

DOUBLE OAKS PHASE II RE-ZONING PLAN SUBMITTAL FOR ADMINISTRATIVE AMENDMENT 4

SP103





Prepared for:
CMHP
Charlotte Mecklenburg Housing Partnership
David Howard
4501 Charlotte Park Drive
Charlotte, NC 28217
704.342.0933 p

Double Oaks Phase II

Petition #2008-Charlotte, NC

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2	2008_05_13	Revised Submittal
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6	2009_01_30	Amendment to Petition
7	2009_03_11	Second Amendment to Petition
8	2010_01_11	Third Amendment to Petition
9	2010_03_02	3RD Amendment Note Revisions
10	2010_05_05	Fourth Amendment to Petition

Street Sections & Abandonment Technical Plan

Petition #2008-73

Fourth Amendment to Petition

ATTACHED TO ADMINISTRATIVE APPROVAL

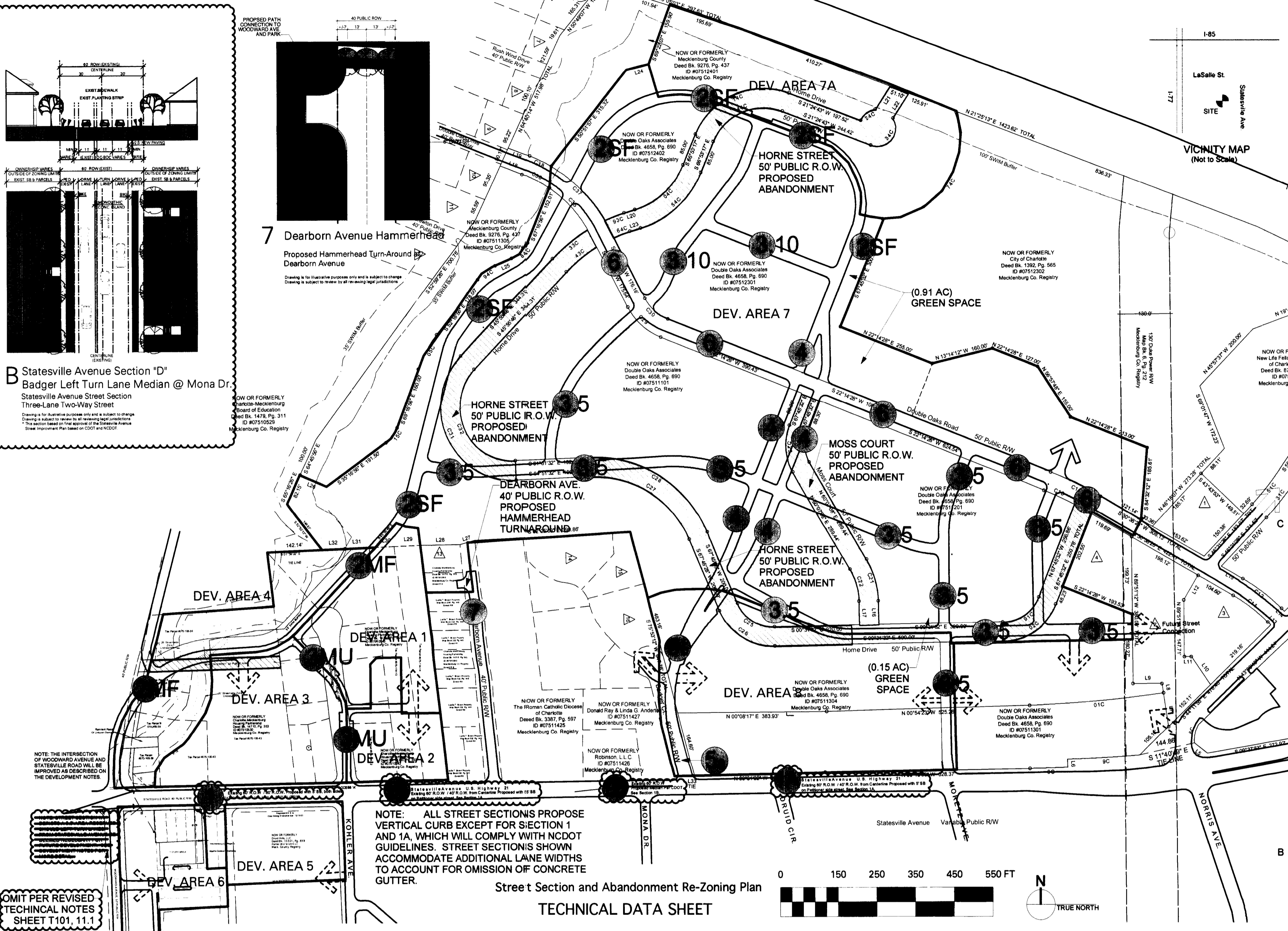
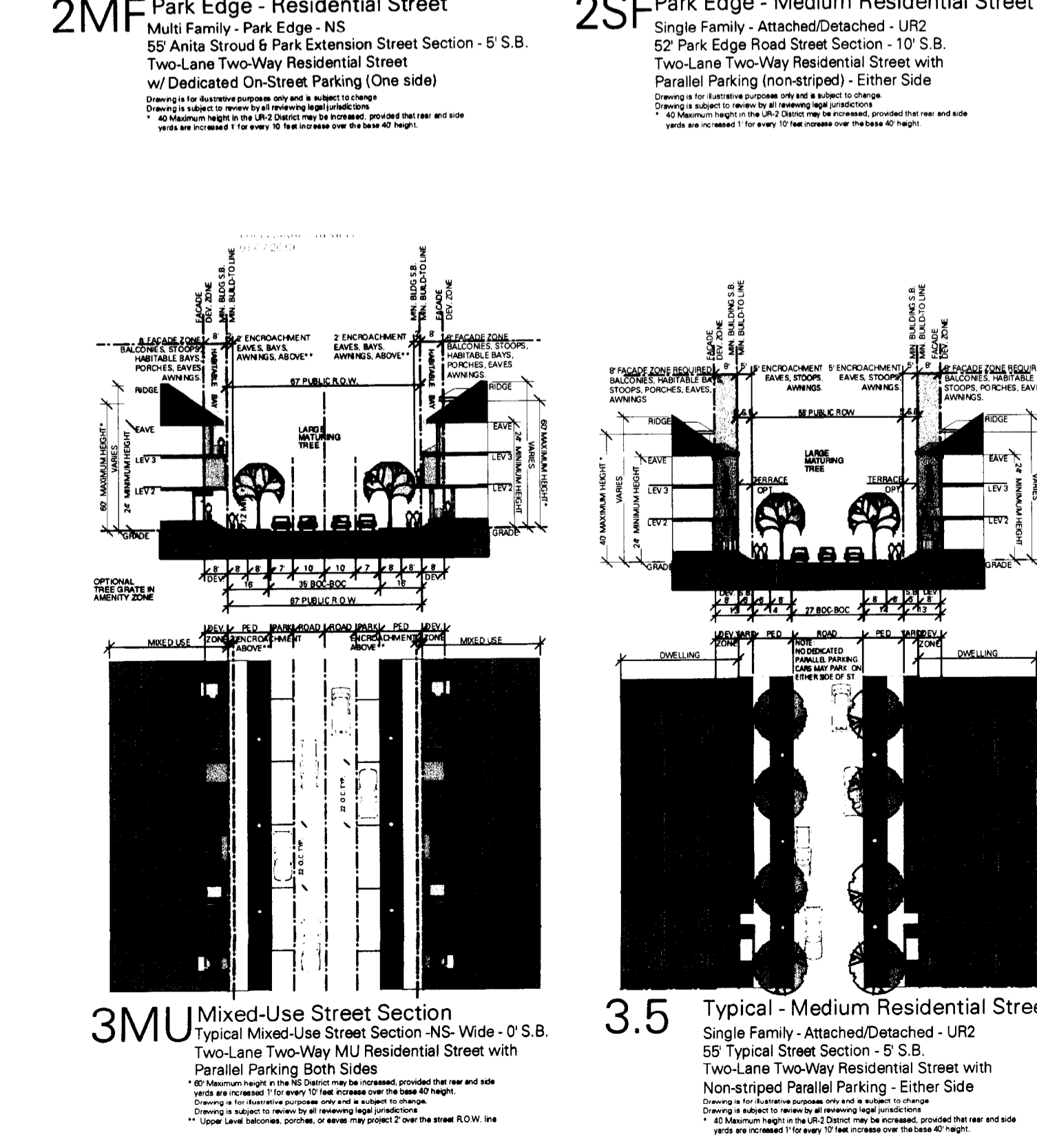
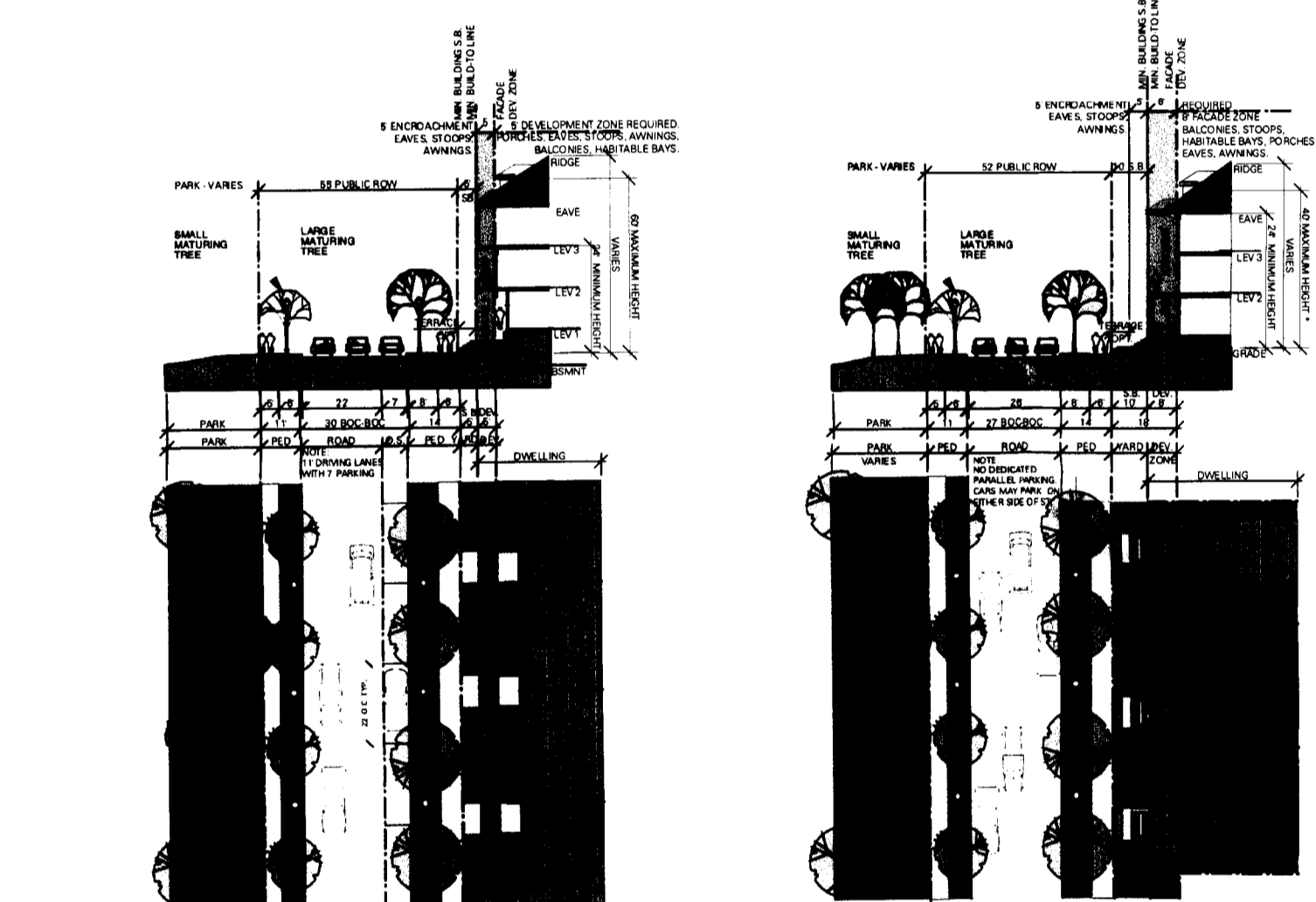
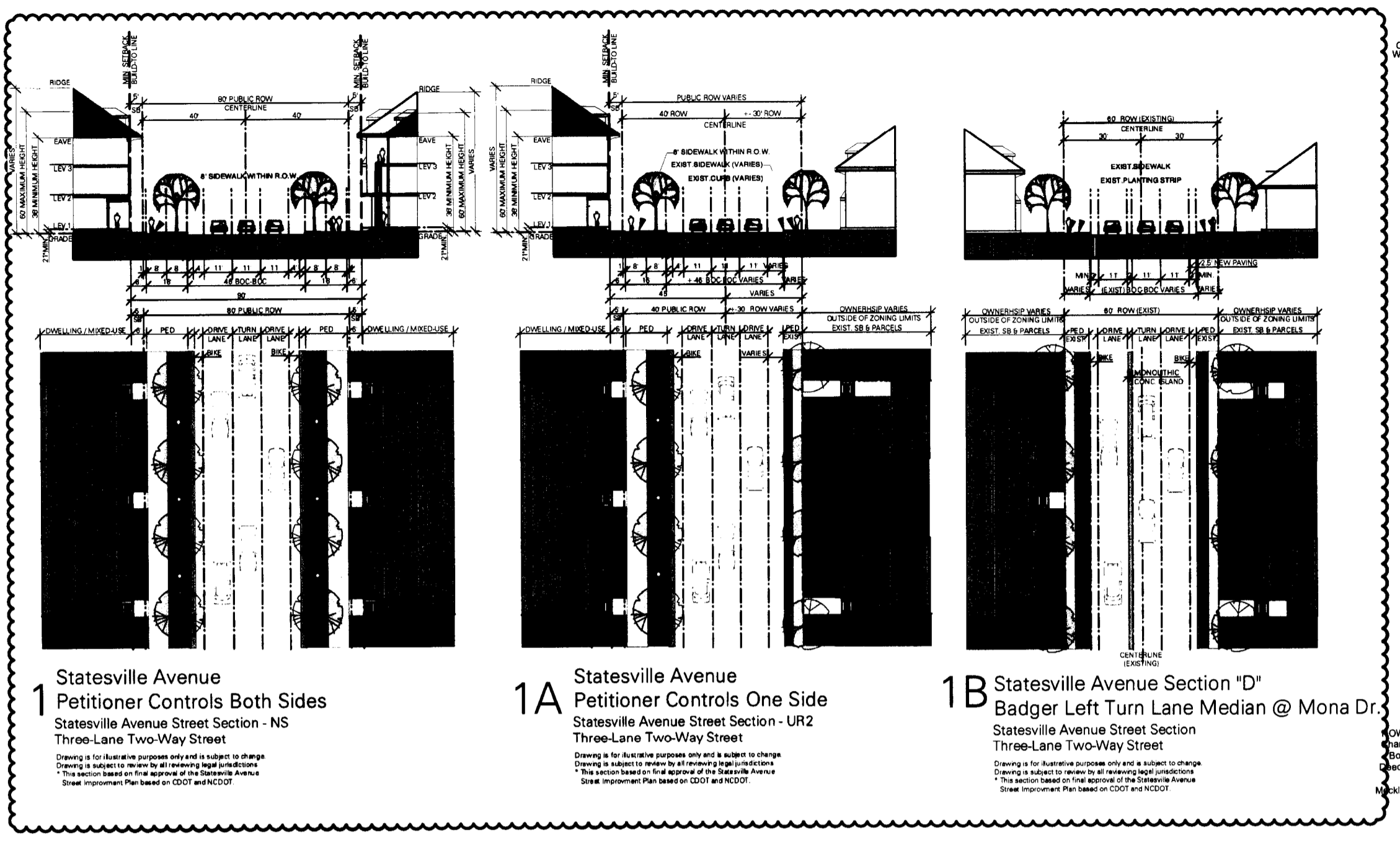
DATED: OCT 3 2011

BY: DEBRA D. CAMPBELL SS

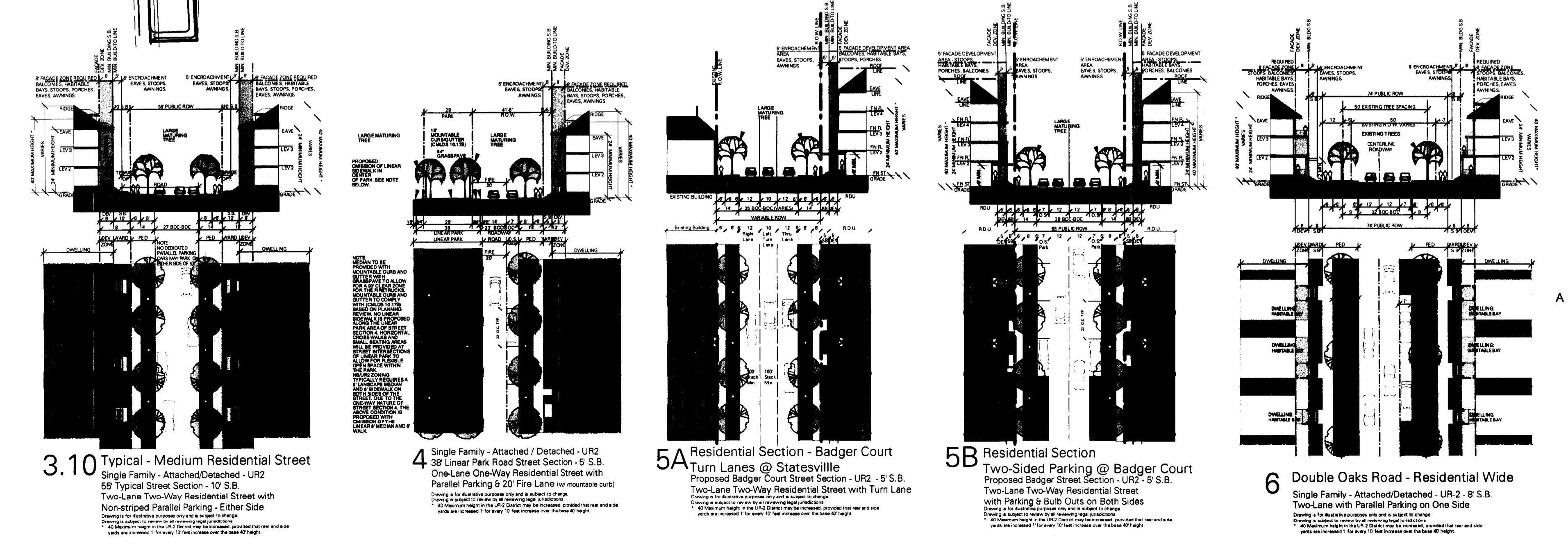
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Project #/07024
CAD File Name: 10_01_11_DO_Zoning_Plan_v2008.vwx

DOUBLE OAKS PH. II RE-ZONING PLAN SUBMITTAL FOR ADMINISTRATIVE AMENDMENT 4



OMIT PER REVISED TECHNICAL NOTES SHEET T101.11.1



1. GENERAL PROVISIONS

Unless more stringent standards are established by the Technical Data Sheet or these Development Standards, all development standards established under the Zoning Ordinance (the "Ordinance") for the NS zoning classification or the UR-2 zoning classification shall be followed. The development contemplated by this petition consists of eight (8) Development Areas generally depicted on the Technical Data Sheet as "Development Area 1", "Development Area 2", "Development Area 3", "Development Area 4", "Development Area 5", "Development Area 6", "Development Area 7", "Development Area 7A", and "Development Area 8" (each a "Development Area" and collectively the "Development Areas"). The Technical Data Sheet and these Development Standards (together the "Rezoning Plan") supersede in all respects all prior conditional use zoning plans with respect to the property that constitutes the Site.

The Technical Data Sheet is accompanied by a conceptual site plan for development within Development Areas 1, 2, 3, 5, 6 and 8 (the "Schematic Site Plan") and by a conceptual land use plan for Development Areas 4, 7 and 7A (collectively with the Schematic Site Plan referred to as the "Site Plan"). The development depicted on the Site Plan is schematic in nature, and except as otherwise specified in these Development Standards, is intended only to describe the possible arrangements of uses and building elements. The schematic depictions of the uses, structures and building elements set forth on the Site Plan should be reviewed in conjunction with the provisions of these Development Standards.

Consequently, except as otherwise expressly specified on the Technical Data Sheet and in these Development Standards, the ultimate layout of the development proposed, the exact alignments of streets and points of access; the numbers, the size, configuration and placements of buildings and parking areas; and the depictions of such elements on the Site Plan and any schematic building elevations are preliminary graphic representations of the proposed development. They may, therefore, be altered or modified during design development and construction document phases within the maximum building/parking envelope lines established on the Technical Data Sheet, subject to the accompanying Development Standards and Section 6.206 (2) of the Ordinance. Parking layouts for surface and structured parking may be modified to accommodate final building locations and parking spaces may be located inside or outside of development area boundaries to the extent permitted by the Ordinance. Sidewalks generally depicted on the Site Plan are intended to reflect the general pedestrian circulation for development on the Site but the specific locations of such sidewalks may be subject to minor variations that do not materially change the design intent generally depicted on the Site Plan. The dimensions and specific locations of building/parking envelopes and parking envelopes generally depicted on the Technical Data Sheet may be subject to minor variations that do not materially change the design intent generally depicted on the Schematic Site Plans.

As described in Section 4.1 and Section 6.6 below, the Site and portions thereof shall be viewed as a unified development plan in accordance with the provisions set forth therein.

The total number of buildings to be developed on the Site shall not exceed 44 (as to Development Area 1, three (3) as to Development Area 2, nine (9) as to Development Area 3 and two (2) as to Development Area 5, four (4) as to Development Area 6, twelve (12) as to Development Area 8. Due to the type of uses allowed within Development Areas 7 and 7A (attached and detached dwelling units) the maximum number of buildings is limited by the total number of allowed units for these two Development Areas. No buildings are contemplated for Development Area 4.

2. PERMITTED USES AND BUILDING AREA RESTRICTIONS

This proposal is intended to accommodate the development of retail, restaurant, office and residential uses which will be interconnected with open space, pedestrian and vehicular linkages.

For purposes of the development limitations set forth in this Section 2, the term "gross floor area" or "GFA" shall mean and refer to the sum of the gross horizontal areas of each floor of a principal building, and any accessory buildings or structures on the site measured from the outside of the exterior walls or from the center line of party walls, provided, however, such term shall exclude any surface or structure or facilities or related access areas, areas used for building and equipment access (such as stairs, elevator shafts and maintenance crawl spaces), or areas devoted to uses or structures accessory to residential uses on the site (limitations on the scope of residential uses being determined on a per unit, rather than floor area basis); provided, further, areas devoted to outdoor dining are not counted for purposes of the calculation of gross floor area but any off-street parking required by the Ordinance for the NS district will be required for outdoor dining areas.

Development Area 1 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 48 multi-family residential dwelling units; and
(b) Associated surface and structured parking spaces and accessory uses associated with the allowed principal uses as allowed in the NS district, including without limitation clubhouse facilities.
(c) Drive-thru windows will not be allowed as an accessory use.

Development Area 2 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 70 multi-family residential dwelling units; and
(b) Up to 15,000 square feet of gross floor area of retail and/or restaurant space and/or office space developed as part of mixed use residential/retail/restaurant/office buildings (s) located within Development Area 2; and
(c) Associated surface and structured parking spaces and accessory uses associated with the allowed principal uses as permitted under the ordinance for the NS district.
(d) Drive-thru windows will not be allowed as an accessory use.

Development Area 3 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 230 multi-family residential dwelling units; and
(b) Up to 20,000 square feet of retail and/or restaurant space and/or office space developed as part of mixed use residential/retail/restaurant/office buildings located within Development Area 3; and
(c) Associated surface and structured parking spaces and accessory uses associated with the allowed principal uses as permitted under the Ordinance for the NS district.
(d) Drive-thru windows will not be allowed as an accessory use.

Development Area 4 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 230 multi-family residential dwelling units; and
(b) Up to 20,000 square feet of retail and/or restaurant space and/or office space developed as part of mixed use residential/retail/restaurant/office buildings located within Development Area 3; and
(c) Associated surface and structured parking spaces and accessory uses associated with the allowed principal uses as permitted under the Ordinance for the NS district.
(d) Drive-thru windows will not be allowed as an accessory use.

Development Area 5 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Greenway and open space related uses together with accessory uses associated with the allowed principal uses as permitted under the Ordinance for the NS district.

Development Area 6 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 72 residential attached dwelling or multi-family units; and
(b) Associated surface and structured parking spaces and accessory uses associated with the allowed principal uses as permitted under the Ordinance for the NS district.

Development Area 7 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 72 residential attached dwelling or multi-family units; and
(b) Associated surface and structured parking spaces and accessory uses associated with the allowed principal uses as permitted under the Ordinance for the NS district.
(c) Drive-thru windows will not be allowed as an accessory use.

Development Area 7 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 400 attached or detached dwelling units/homes and a outdoor recreations use; and
(b) Associated surface parking spaces and accessory uses associated with the allowed principal uses as permitted under the Ordinance for the UR-2 district.

Development Area 7A as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 40 multi-family, attached or detached dwelling units/home; and
(b) Associated surface parking spaces and accessory uses associated with the allowed principal uses as permitted under the Ordinance for the UR-2 district.

Development Area 8 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 150 residential attached dwelling or multi-family units;
(b) Child Care uses up to 79 children in the area generally depicted on the Technical Data Sheet; and
(c) Associated surface and structural parking spaces and accessory uses associated with the allowed principal uses as permitted under the UR-2 district.

The permitted uses described in Sections 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9 and 2.10 above shall be subject to the following limitations and restrictions:

- (a) The total amount of commercial uses on the Site (excluding child care and elementary school uses) shall not exceed 35,000 square feet of gross floor area;
(b) No fast food restaurants with drive through window facilities or gas stations/convenience stores with gasoline sales shall be allowed; and
(c) No area devoted to retail and/or restaurants shall be permitted on the Site unless such uses are located within mixed use residential/retail/restaurant buildings or retail/restaurant/office buildings.
(d) Drive-thru windows will not be allowed as an accessory use.

The number of residential dwelling units and the square footage of gross floor area devoted to commercial use set forth above with respect to Development Areas 1, 2 and 3 may be reallocated among such Development Areas provided that the total number of residential dwelling units permitted with such Development Areas shall not exceed 348 units and the total gross floor area devoted to commercial uses within such Development Areas shall not exceed 35,000 square feet.

While areas devoted to outdoor dining are not intended to be included in the calculation of the square footage limitations noted above, any off street parking required by the Ordinance will be provided for these areas.

Development Area 1 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 48 multi-family residential dwelling units; and
(b) Associated surface and structured parking spaces and accessory uses associated with the allowed principal uses as allowed in the NS district, including without limitation clubhouse facilities.
(c) Drive-thru windows will not be allowed as an accessory use.

Development Area 2 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 70 multi-family residential dwelling units; and
(b) Up to 15,000 square feet of gross floor area of retail and/or restaurant space and/or office space developed as part of mixed use residential/retail/restaurant/office buildings (s) located within Development Area 2; and
(c) Associated surface and structured parking spaces and accessory uses associated with the allowed principal uses as permitted under the ordinance for the NS district.
(d) Drive-thru windows will not be allowed as an accessory use.

Development Area 3 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 230 multi-family residential dwelling units; and
(b) Up to 20,000 square feet of retail and/or restaurant space and/or office space developed as part of mixed use residential/retail/restaurant/office buildings located within Development Area 3; and
(c) Associated surface and structured parking spaces and accessory uses associated with the allowed principal uses as permitted under the Ordinance for the NS district.
(d) Drive-thru windows will not be allowed as an accessory use.

Development Area 4 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 230 multi-family residential dwelling units; and
(b) Up to 20,000 square feet of retail and/or restaurant space and/or office space developed as part of mixed use residential/retail/restaurant/office buildings located within Development Area 3; and
(c) Associated surface and structured parking spaces and accessory uses associated with the allowed principal uses as permitted under the Ordinance for the NS district.
(d) Drive-thru windows will not be allowed as an accessory use.

Development Area 5 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Greenway and open space related uses together with accessory uses associated with the allowed principal uses as permitted under the Ordinance for the NS district.

Development Area 6 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 72 residential attached dwelling or multi-family units; and
(b) Associated surface and structured parking spaces and accessory uses associated with the allowed principal uses as permitted under the Ordinance for the NS district.

Development Area 7 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 72 residential attached dwelling or multi-family units; and
(b) Associated surface and structured parking spaces and accessory uses associated with the allowed principal uses as permitted under the Ordinance for the NS district.

Development Area 7A as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 40 multi-family, attached or detached dwelling units/home; and
(b) Associated surface parking spaces and accessory uses associated with the allowed principal uses as permitted under the Ordinance for the UR-2 district.

Development Area 8 as generally depicted on the Technical Data Sheet may be devoted to any of the following uses:

- (a) Up to 150 residential attached dwelling or multi-family units;
(b) Child Care uses up to 79 children in the area generally depicted on the Technical Data Sheet; and
(c) Associated surface and structural parking spaces and accessory uses associated with the allowed principal uses as permitted under the UR-2 district.

The permitted uses described in Sections 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9 and 2.10 above shall be subject to the following limitations and restrictions:

- (a) The total amount of commercial uses on the Site (excluding child care and elementary school uses) shall not exceed 35,000 square feet of gross floor area;
(b) No fast food restaurants with drive through window facilities or gas stations/convenience stores with gasoline sales shall be allowed; and
(c) No area devoted to retail and/or restaurants shall be permitted on the Site unless such uses are located within mixed use residential/retail/restaurant buildings or retail/restaurant/office buildings.
(d) Drive-thru windows will not be allowed as an accessory use.

construction process.

Tree save areas as identified on the Technical Plan will be preserved.

6. PARKING

Off street parking will meet or exceed the minimum standards established under the Ordinance and will not be allowed within the setbacks. Parking for residential uses will be provided at the ratio of one space per unit. In addition, restaurant uses shall be parked at a ratio of 1 space per 125 square feet of gross floor area for such uses; retail (but non-restaurant) uses shall be parked at a ratio of 1 space per 450 square feet of gross floor area of such uses; and office uses shall be parked at a ratio of 1 space per 350 square feet of gross floor area of such uses.

Parking areas will be broken up with landscaping to avoid massing of paved material.

Vehicle circulation and off-street parking spaces will not be located in between buildings on the Site and Statesville Avenue, buildings on the Site and Street A, buildings on the Site and Street B, buildings on the Site and Street C, buildings on the Site and Street D, buildings on the Site and Street E, and buildings on the Site and Street F as generally depicted on the Technical Data Sheet; however, circulation and parking spaces may be located to the side of buildings and/or between buildings on the Site.

Where parking is not located behind buildings, screening shall be provided at the lot line by landscaping or decorative walls or fences. Shared parking may be allowed at the discretion of the Zoning Administrator.

On street parking may be provided along public streets subject to the approval of CDOT.

Bicycle parking shall be provided in accordance with the Ordinance.

As part of the unified development nature of the development on Development Area 5 and the B-2 zoned parcel adjacent and to the east (currently known as the Gables at Druid Hills Senior Apartments described in Section 4.1 above, parking on such parcels may be shared in common pursuant to a shared parking agreement and/or a Declaration of Covenants, Conditions and Restrictions such that all of the parking needs associated with development on Development Area 5 may be met by parking provided on the Gables parcel; provided, however, the total number of parking spaces required by the Ordinance for the combined unified development are satisfied with reference to the Gables parcel.

Freestanding streetcape lighting fixtures installed within the Site will be uniform in design and will be a full or semi cut-off type fixture.

Pedestrian scale lighting will be installed along internal streets and driveways on the Site as development occurs on the Site.

No cobra style lighting fixtures may be used on the Site.

The maximum height of any freestanding lighting fixture within the parking areas, including its base, shall not exceed 20 feet in height. This restriction will not apply to public street lighting located along the public streets within and abutting the site.

No "walk" type lighting will be allowed facing public streets. Any walk "pik" type lighting will be downwardly directed.

Access from the Site to Statesville Avenue will be provided by way of internal streets or existing streets other than Statesville Avenue as generally depicted on the Rezoning Plan.

Prior to issuance of the final certificate of occupancy for the first building located on Development Area 1, access to development taking place on Development Area 1 and Development Area 2 may be provided by way of Street A as generally depicted on the Rezoning Plan.

The setback areas extending around the perimeter of the Site are to remain as open space and, except to the extent necessary to accommodate pedestrian pathways, walls, berms, fences, grading, signs, graphics or utility construction and, where indicated, vehicular access, will be restricted from future development.

A non-required 20 foot Class C buffer shall be provided along the northerly boundary of Development Area 1 and Development Area 4 as generally depicted on the Technical Data Sheet; provided, however, the buffer may be reduced to 15 feet with the use of a wall or fence as provided in the Ordinance. If the abutting properties should be rezoned or used in a manner so as to not require such buffer, the required buffer for the Site may be adjusted accordingly to meet the minimum requirements for any buffers and screening per the Ordinance.

The height of buildings located on the Site shall comply with the Ordinance for the NS and UR-2 zoning district provided, however, buildings on Development Area 1 shall not exceed 50 feet in height and portions of buildings within Development Area 2 located within 50 feet of the northerly boundary line of such Development Area 2 located within 50 feet of the northerly boundary line of such Development Area 2 shall not exceed 40 feet in height. It is understood that the height restrictions set forth in the immediately preceding sentences shall be null and void in the event that property immediately adjacent to the applicable building(s) in question along the common northerly boundary of the Site are either (i) no longer zoned for single family residential purposes (i.e. R-3, R-5, etc.) or (ii) are not used for single family residential purposes for a continuous period of six (6) months from the date of approval of this Petition. Building height for buildings within Development Area 7 and 7A will be limited to 40 feet. Building height for buildings within Development Area 8 will be limited to 60 feet.

Landscaping shall meet or exceed the requirements of the Ordinance and the City of Charlotte Tree Ordinance. Newly installed landscaping shall be consistent with the existing landscaping treatments.

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