



**Town of Boone
Board of Adjustment
Regular Meeting
6:00 PM, June 4, 2026
Town Council Chambers
1500 Blowing Rock Road**

1. Call to Order
2. Approval of Meeting Minutes
 - A. April 2, 2026, BOA Meeting Minutes
3. Approval of Written Decisions
 - A. Case A26-0008 Justin Hodgson Appeal - Written Decision
4. Consideration of Case(s)
 - A. Case A26-0115 Mohamed Abdelfattah - Variance
5. Other Matters
6. Adjournment

**Boone Board of Adjustment
Thursday, April 2, 2026
Meeting Minutes**

Board Members Present: David Welsh-Chair, Benjamin Ray-Vice-Chair, David Luther, Pam Williamson, and Barbara Yale-Read

Town Staff Present: Jane Shook-Director of Planning & Inspections, Brandon Wise-Deputy Director of Planning & Inspections, Luis Aguilar-Zoning Code Compliance Official, and Brenda Henson-Board Clerk

Others Participating: Allison Meade-Attorney to the Board of Adjustment

Call to Order

Chair Welsh called the Boone Board of Adjustment meeting, held at 1500 Blowing Rock Road, to order at 5:32 p.m. and provided a brief synopsis of the Board of Adjustment, its makeup, and its function.

Approval of Meeting Minutes

Board Member Williamson made a motion to approve the December 4, 2025, Board of Adjustment meeting minutes. Vice-Chair Ray seconded the motion.

VOTE: Aye – 5
Nay – 0

The motion passed.

Case A26-0008 Justin Hal Hodgson – Notice of Appeal

Justin Hal Hodgson, property owner of 136 Ivy Drive, has appealed a notice of violation issued by the Town of Boone on December 9, 2025, regarding compliance with the Town’s Use and Parking regulations (UDO Subsections 14.10.02 and 24.01.08).

Justin Hodgson was sworn in by Chair Welsh.

Chair Welsh asked if there were any objections to the materials contained in the agenda packet. Mr. Hodgson replied that he had no objections.

Allison Meade, attorney for the Board of Adjustment, noted that a question had been raised about the timeliness of the appeal. She referred to the timeline in the staff report, noting that the appeal was filed more than 30 days after the notice of violation was issued. Ms. Meade stated that this was a jurisdictional issue, meaning the Board had to find there was a timely appeal before it could proceed to hear the merits of the case. If there was no timely appeal, there was no case to be heard because the Board would have no jurisdiction upon that finding. Ms. Meade noted that this was consistent with the Rules of Procedure, the UDO, and state law. She suggested that the Board first hear testimony related to the issue of a timely appeal and make a decision on that issue before proceeding further. Ms. Meade stated that the Board should hear from and question Mr. Hodgson. She added that she would also like to hear from staff regarding the timeliness of the appeal.

Brandon Wise, Deputy Director of Planning & Inspections, and Luis Aguilar, Zoning Code Compliance Official, were sworn in by Chair Welsh.

Ms. Meade asked Mr. Aguilar when he issued a notice of violation in this case. Mr. Aguilar replied that he issued the NOV on December 9, 2025. Ms. Meade asked how the notice was issued. Mr. Aguilar stated that

it was issued by email and first-class mail. Ms. Meade asked whether the email had been received by the appellant. Mr. Aguilar responded that Mr. Hodgson stopped by the Planning & Inspections office on December 10, 2025, and he called Mr. Hodgson on December 11, 2025. Ms. Meade asked Mr. Aguilar whether the first-class mail had been returned to him, and he stated that it had not. Ms. Meade asked whether Mr. Hodgson had told Mr. Aguilar that he had received the email. Mr. Aguilar explained that Mr. Hodgson had questions about the email when he came to the Planning & Inspections office on December 10, 2025. Ms. Meade referred to Exhibit 3, which contained the Notice of Violation letter. She asked Mr. Aguilar if that letter told Mr. Hodgson that he had to appeal within 30 days. Mr. Aguilar noted that this information was contained near the end of the letter under the "Appeals" heading. Ms. Meade asked when the appeal was filed. Mr. Aguilar replied that the appeal was filed at the end of the day on January 20, 2026. Ms. Meade asked if that was more than 30 days after the applicant received the notice of violation, and he stated that it was. Ms. Meade asked whether the timeline shown in the meeting packet was correct. Mr. Aguilar replied that it was.

Ms. Meade asked Mr. Hodgson if there were any inaccuracies in the timeline in the packet, as described by Mr. Aguilar. Mr. Hodgson was unsure. He stated that he believed he had spoken with Mr. Aguilar about January 20 as the date to submit the appeal, which was why he turned it in on that day. He added that staff told him not to pay the \$300 application fee when he submitted his appeal form because the application was late. Ms. Meade asked Mr. Hodgson if Mr. Aguilar told him that January 20, 2026, was the date to file the appeal. Mr. Hodgson replied that Mr. Aguilar had told him that date in an email, but he could not locate it.

Mr. Aguilar stated that the compliance date to remove the parking lot was January 20, 2026.

Mr. Hodgson stated that he received an email from Mr. Wise the day after January 20, 2026, stating that he was in violation and would be fined \$100 per day. Mr. Hodgson noted that he had emailed back to say he had turned in his appeal form on January 20, 2026. He stated that he was told his appeal was due by 3:00 p.m., and he submitted it at 4:00 p.m., noting that he was not given a specific time of day for submission. Mr. Hodgson noted that he then paid the \$300 application fee and was told by Mr. Aguilar that his appeal would be heard by the Board of Adjustment on April 2, 2026, at 5:30 p.m. He stated that he had no idea why Planning & Inspections accepted his application and his payment if the appeal was filed too late. Ms. Meade explained that the staff had no choice but to accept the appeal because they were not the decision makers; the Board was. Mr. Wise clarified that his email to Mr. Hodgson was to request additional information regarding the appeal and the payment of the \$300 application fee, based on Ms. Meade's direction that staff could not deny the appeal.

Chair Welsh stated that Mr. Hodgson missed his 30-day window to file his appeal, it was late, and it was at the Board's discretion not to hear the case. Ms. Meade replied that the appeal was jurisdictional, not discretionary. She added that she was not aware of any exception to allow an appeal to be filed late.

Board Member Williamson stated that she was aware that the parking lot created by Mr. Hodgson was not permitted within the R3 zoning jurisdiction. She noted that the violation could be corrected in two ways: by restoring the property or by seeking conditional district zoning approval from the Town Council.

Board Member Williamson referred to the timeline shown in the meeting packet. She asked Mr. Aguilar if both the January 6 and January 7, 2026, communications listed January 20, 2026, as the appeal deadline. Mr. Aguilar replied that it did. Board Member Williamson asked whether it was correct that the January 20, 2026, date was the compliance date rather than the deadline date. Mr. Aguilar stated that was correct. Board Member Williamson asked Mr. Aguilar if he would agree that these communications could have caused some confusion and would explain why Mr. Hodgson filed his appeal on January 20, 2026. Mr. Aguilar stated that during his initial communication, the appeal deadline was shown as January 9, 2026. He noted that he had several phone and email communications with Mr. Hodgson to explain the procedure and how to file an appeal. During these communications, he accidentally entered incorrect information. Board Member

Williamson asked Mr. Aguilar if he agreed that those communications could have created confusion about the correct deadline, and he responded yes. Board Member Williamson stated that staff did an incredible job, and while this was an unfortunate incident, it happened. She felt that the staff had gone above and beyond to try to guide Mr. Hodgson through the process. She asked whether Mr. Hodgson was responsive during the communications. Mr. Aguilar stated he was pretty responsive. Mr. Wise added that Mr. Hodgson was responsive at times. However, there was no response from September to December, 2025.

Board Member Williamson asked Mr. Hodgson what he understood the appeal deadline to be based on his communications with staff. Mr. Hodgson stated that he received an email that said the date to file his appeal was on or before January 20, 2026. He explained that he received a letter from Mr. Aguilar at the end of August 2025 regarding an occupancy complaint. At that time, he told Mr. Aguilar that he and another person were living in the house, that he had added some gravel to his yard, and that he was renting parking spaces to a few students. Mr. Hodgson stated that Mr. Aguilar told him this was fine. Mr. Hodgson added that he emailed Mr. Aguilar copies of signed contracts and proofs of payment. He stated that he did not hear anything further from Mr. Aguilar until December 2025, when he received the notice of violation for parking. Mr. Hodgson noted that staff had always gotten back with him each time he had called or emailed. Board Member Williamson stated that the Board was not provided a copy of the email which Mr. Hodgson referred to.

Board Member Williamson asked Mr. Hodgson what steps he was considering at this time. Ms. Meade noted that starting tomorrow, Mr. Hodgson would be subject to a \$ 100-per-day fine. Vice-Chair Ray asked if the fine would start on January 9 or January 20, 2026. Ms. Meade replied that, despite the confusion, the fines would begin accruing on January 9, 2026.

Board Member Luther referred to the jurisdictional issue. He pointed out that the notice of violation letter in Exhibit 3 under Correction of Violation indicated that Mr. Hodgson needed to apply for a zoning permit to approve the expansion of parking spaces, then in bold underneath that, the letter says that the violations must be corrected by the end of business on January 20, 2026, or he would be subject to penalties as provided below. Board Member Luther stated that UDO Section 6.04.06 indicated that Mr. Hodgson's rights could have been prejudiced because of their decisions, they were inconsistent with the applicable procedures, or affected by an error of law. He asked whether these items would apply to this situation, and because of the miscommunication and misunderstanding of the deadline, the Board would be allowed to hear the case. Ms. Meade believed that the answer was no. She noted that the correct deadline was stated in the original notice of violation, and the ordinance was clear about deadlines. Ms. Meade added that folks were impugned with knowledge of when they have to file their appeal. She acknowledged that there had been cases in which courthouse staff had given out incorrect information, and the courts found that this could not be taken into account. The 30 days applied, and the court mandated dismissal if the deadline was not met, because it was jurisdictional. Ms. Meade stated that this case would be troubling if the original notice of violation had stated the wrong date from the very beginning. She understood that this seemed unfair, but once someone was issued a serious document, whether it was a notice of violation or a complaint in the local courts, they were charged with complying with the appeal deadline. If there was subsequent miscommunication with staff, it did not allow what lawyers called equitable tolling of the appeal period.

Mr. Wise stated that individuals were typically given 30 business days to come into compliance. Mr. Hodgson was given additional time to comply because removing the gravel during the winter months would have been difficult, and Town offices were closed for the holidays.

Board Member Williamson asked the Board to consider whether Mr. Hodgson truly missed the deadline or relied on a deadline the town had given him. She cited UDO Section 6.04.06(a)(1), which said the Board had to ensure the appellant's rights were not prejudiced in violation of constitutional provisions, and that included procedural provisions. Board Member Williamson also cited UDO Section 6.04.08(a), which said that the Board may reverse or affirm wholly or in part, or may modify the decision appealed from, and shall

make any order, requirement, decision, or determination that ought to be made. She asked whether the conflicting information that Mr. Hodgson received affected his ability to meet the deadline. Ms. Meade explained that the Board would not get to this section unless it had jurisdiction.

Chair Welsh stated that Mr. Hodgson received a notice of violation with the correct appeal date, but he missed the 30-day window to file an appeal. During that time, he made no effort to come into compliance. Chair Welsh acknowledged that an error was made, but, based on the Board attorney's guidance, it did not apply. He felt the Board lacked jurisdiction to hear the case and asked Ms. Meade what the next step would be. Ms. Meade advised Chair Welsh that a motion to dismiss the case for untimely filing would be required.

Board Member Luther referred to the December 1, 2025, letter, which suggested that applying for a zoning permit to expand parking spaces would correct the violation.

Board Member Williamson believed that the Board should hear the appeal, Mr. Hodgson should come into compliance, and he should be treated fairly. She stated that it was clear that Mr. Hodgson was confused between the appeal and compliance dates. Board Member Williamson appreciated the staff's honesty in bringing the issue of the incorrect dates to the Board's attention. She felt that the Board was responsible for considering whether Mr. Hodgson's rights were prejudiced by that incorrect information and other issues. Board Member Williamson noted that Mr. Hodgson submitted his appeal on January 20, 2026, because he had been inadvertently led to believe that that was when his appeal was due. The record revealed that Mr. Hodgson received conflicting information from staff regarding the applicable deadline and that he was trying to figure out how to navigate the process. She felt that this was not a situation in which the appellant was trying not to act or follow the process. She stated that the issue before the Board was not simply whether a deadline was missed, which it was, but whether the process provided clear and consistent information regarding how the appellant could remedy the violation and take care of his property. Board Member Williamson felt that the applicant's rights had been affected and that the appeal could be heard under the standard set out in the ordinance.

Board Member Luther stated that it did not appear that a complete email representation was included in the meeting packet. He asked if there had been any communication after January 6, 2026. Mr. Aguilar replied that the only communication after that date was his sending the meeting agenda to Mr. Hodgson. Mr. Wise noted that he emailed Mr. Hodgson on January 20, 2026, requesting more information about the appeal and payment. Board Member Luther asked if the January 6, 2026, email listed the appeal deadline as January 20, 2026. Mr. Aguilar replied that it did.

Vice-Chair Ray noted that an email was sent on January 20, 2026, requesting payment for the appeal, and payment was received three days later. Mr. Wise stated that January 20 was a Friday, and payment was received on the following Monday. He explained that because the appeal was filed after the deadline, staff had to determine whether it could be accepted. After the attorney clarified that it was not the staff's decision, they processed the appeal.

Board Member Williamson stated that the Board had the opportunity to do the right thing by hearing the case and ensuring that Mr. Hodgson corrected the violation. She noted that the UDO allowed the Board to modify penalties or change deadlines. Board Member Williamson stated that if the case were dismissed, the administrative decision would stand, and the fees would start tomorrow.

Chair Welsh noted that the correct date was given and that the burden was on the applicant to understand the rules and timelines and to call the town to confirm the correct dates. He stated that the Board needed to follow the letter of the law and listen to their attorney.

Board Member Luther asked Ms. Meade whether it was relevant that the incorrect deadline had been given to Mr. Hodgson three days before the actual deadline. Ms. Meade replied that this was a matter of subject matter jurisdiction. She agreed it seemed unfair, but noted that the law was clear: if there was no timely

appeal, the case should be dismissed. Ms. Meade advised the Board that they needed to proceed according to law.

Board Member Williamson stated that this was a situation in which the applicant relied on a deadline the town had given and attempted to act on it, and that his due process rights regarding what was specified in the UDO would be violated if the Board did not hear this case.

Mr. Hodgson stated that he did not come up with the January 20, 2026, date on his own. It was given to him by the town, so that was what he had to go by. Mr. Hodgson stated that he clarified it and got an email back confirming that date. He added that he would eliminate the parking area.

Board Member Williamson made a motion that the Board finds the applicant's rights were prejudiced by conflicting information in the record regarding the appeal deadline and that the Board therefore has jurisdiction to hear the appeal under UDO Section 6.04.06. Board Member Luther seconded the motion.

VOTE: Aye – 2 (Williamson, Luther)
Nay – 3 (Welsh, Ray, Yale-Read)

The motion failed.

Chair Welsh made a motion to dismiss the appeal because a notice of violation was issued, and a timely appeal was not filed. The motion was seconded by Vice-Chair Ray.

VOTE: Aye – 3 (Welsh, Ray, Yale-Read)
Nay – 2 (Williamson, Luther)

The motion passed, and the appeal was dismissed.

Ms. Meade informed Mr. Hodgson that penalties would begin tomorrow and would continue until he came into compliance. She explained that the appellant had the right to apply for a Conditional District that might allow the parking use. However, the parking lot was not currently permitted.

Other Matters

No other matters were discussed.

Adjournment

Chair Welsh adjourned the meeting at 6:25 pm.

David Welsh, Chair

Brenda Henson, Board Clerk

**CASE A26-0008
JUSTIN HODGSON, 136 IVY DRIVE
NOTICE OF APPEAL**

**WRITTEN DECISION OF THE
TOWN OF BOONE BOARD OF ADJUSTMENT
DISMISSING AN APPEAL**

This appeal of an administrative decision pursuant to Section 6.04 of the Town of Boone Unified Development Ordinance (“UDO”) came before the Town of Boone Board of Adjustment (the “Board”) on April 2, 2026, for a quasi-judicial hearing. Board members present were David Welsh, David Luther, Benjamin Ray, Pam Williamson, and Barbara Yale-Read.

Justin Hal Hodgson, property owner of 136 Ivy Drive, has appealed a notice of violation issued by the Town of Boone on December 9, 2025, regarding compliance with the Town’s Use and Parking regulations (UDO Subsections 14.10.02 and 24.01.08).

Based on the Staff Report and other materials included in the agenda packet and other evidence presented at the hearing, the Board finds that the requested appeal should be dismissed and makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

The Board finds that substantial, material, and competent evidence was presented establishing the following facts:

1. The property at issue, owned by Justin Hal Hodgson (“appellant”), is located at 136 Ivy Drive, and is known as Watauga County PIN 2910-31-2760-000 (hereinafter, the “property”).
2. The property is zoned R3 Multiple-Family Residential.
3. On August 18, 2025, Boone Planning & Inspection staff (“staff”) received a complaint alleging an occupancy violation at the property.
4. On August 25, 2025, staff mailed an investigative letter to the property owner.
5. The property owner attested that he lived alone in the house and was leasing his front yard as parking to earn extra income.
6. A Notice of Violation (“NOV”) for the addition of unpermitted parking was issued by mail and email on December 9, 2025, requiring compliance by January 20, 2026. Planning staff allowed more than the usual 30 days due to weather and holidays.
7. The NOV cited an appeal deadline of 30 days from the date of receipt of the notice of violation (January 9, 2026), consistent with the Unified Development Ordinance.
8. On January 6 and January 7, 2026, emails were sent to the appellant by staff that incorrectly cited January 20, 2026, as the appeal deadline instead of the compliance deadline.
9. An appeal application was submitted at the Town of Boone Planning & Inspections office by the appellant on January 20, 2026.
10. A January 20, 2026, site visit by staff at 12:47 p.m. revealed that the parking violation had not been corrected.

CONCLUSIONS OF LAW

Based upon the foregoing findings of fact and UDO Section 6.04, the Board of Adjustment, on April 2, 2026, makes the following Conclusion of Law on a 3-2 vote in favor, with David Welsh, Benjamin Ray, and Barbara Yale-Read in favor and David Luther and Pam Williamson against:

Upon consideration of the foregoing facts and the provisions of UDO sections 6.04.06 and 6.04.08, the Board determines that the appeal shall be dismissed as untimely. Staff followed the requirements of the ordinance, the Notice of Violation provided the correct appeal deadline, and the appellant is charged with knowledge of the legal requirements for an appeal under the UDO.

ACCORDINGLY, based on the foregoing FINDINGS OF FACT and CONCLUSIONS OF LAW, the Board of Adjustment hereby dismisses the appeal.

This decision shall be deemed filed with the Clerk of the Board as of the date it has been approved by the Board, signed by the Board Chair, and served on the Applicant/Appellant and any other Parties per the Certificate of Service attached hereto.

This the _____ day of _____, 20____.

David Welsh, Board Chair

Attest:

Brenda Henson, Board Clerk

Notice of Right to Appeal

If you are dissatisfied with the decision of this Board, an appeal may be taken to the Superior Court of Watauga County within thirty (30) days after the date this order is filed with the Clerk of the Board. See N.C.G.S. § 160D-406(k) and Section 6.07 of the Town of Boone Unified Development Ordinance.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this ____ day of _____, 20____, the foregoing written decision of the Town of Boone Board of Adjustment was filed with the Clerk to the Boone Board of Adjustment and served upon the following persons, being the applicant/appellant/petitioner, the other parties to the Board's proceedings (if any), and each person making a written request for a copy of this decision at the hearing (if any), by depositing a copy of same, enclosed in a first-class, postpaid wrapper in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

Appellant and Property Owner(s):

Justin Hal Hodgson

PO Box 2527

Boone, NC 28607

justinhodgson13@gmail.com

In addition, a copy of the foregoing document was provided on the same date by email if and as so indicated above.

By: _____
Brenda Henson, Clerk to the Town of Boone
Board of Adjustment

**CASE A26-0008
JUSTIN HODGSON, 136 IVY DRIVE
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Based on the Staff Report and other materials included in the agenda packet and other evidence presented at the hearing, the Board finds that the requested appeal should be dismissed and makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

The Board finds that substantial, material, and competent evidence was presented establishing the following facts:

1. The property at issue, owned by Justin Hal Hodgson (“appellant”), is located at 136 Ivy Drive, and is known as Watauga County PIN 2910-31-2760-000 (hereinafter, the “property”).
2. The property is zoned R3 Multiple-Family Residential.
3. On August 18, 2025, Boone Planning & Inspection staff (“staff”) received a complaint alleging an occupancy violation at the property.
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5. The property owner attested that he lived alone in the house and was leasing his front yard as parking to earn extra income.
6. A Notice of Violation (“NOV”) for the addition of unpermitted parking was issued by mail and email on December 9, 2025, requiring compliance by January 20, 2026. Planning staff allowed more than the usual 30 days due to weather and holidays.
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10. A January 20, 2026, site visit by staff at 12:47 p.m. revealed that the parking violation had not been corrected.

CONCLUSIONS OF LAW

Based upon the foregoing findings of fact and UDO Section 6.04, the Board of Adjustment, on April 2, 2026, makes the following Conclusion of Law on a 3-2 vote in favor, with David Welsh, Benjamin Ray, and Barbara Yale-Read in favor and David Luther and Pam Williamson against:

Upon consideration of the foregoing facts and the provisions of UDO sections 6.04.06 and 6.04.08, the Board determines that the appeal shall be dismissed as untimely. Staff followed the requirements of the ordinance, the Notice of Violation provided the correct appeal deadline, and the appellant is charged with knowledge of the legal requirements for an appeal under the UDO.

ACCORDINGLY, based on the foregoing FINDINGS OF FACT and CONCLUSIONS OF LAW, the Board of Adjustment hereby dismisses the appeal.

This decision shall be deemed filed with the Clerk of the Board as of the date it has been approved by the Board, signed by the Board Chair, and served on the Applicant/Appellant and any other Parties per the Certificate of Service attached hereto.

This the _____ day of _____, 20____.

David Welsh, Board Chair

Attest:

Brenda Henson, Board Clerk

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If you are dissatisfied with the decision of this Board, an appeal may be taken to the Superior Court of Watauga County within thirty (30) days after the date this order is filed with the Clerk of the Board. See N.C.G.S. § 160D-406(k) and Section 6.07 of the Town of Boone Unified Development Ordinance.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this ____ day of _____, 20____, the foregoing written decision of the Town of Boone Board of Adjustment was filed with the Clerk to the Boone Board of Adjustment and served upon the following persons, being the applicant/appellant/petitioner, the other parties to the Board's proceedings (if any), and each person making a written request for a copy of this decision at the hearing (if any), by depositing a copy of same, enclosed in a first-class, postpaid wrapper in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

Appellant and Property Owner(s):

Justin Hal Hodgson

PO Box 2527

Boone, NC 28607

justinhodgson13@gmail.com

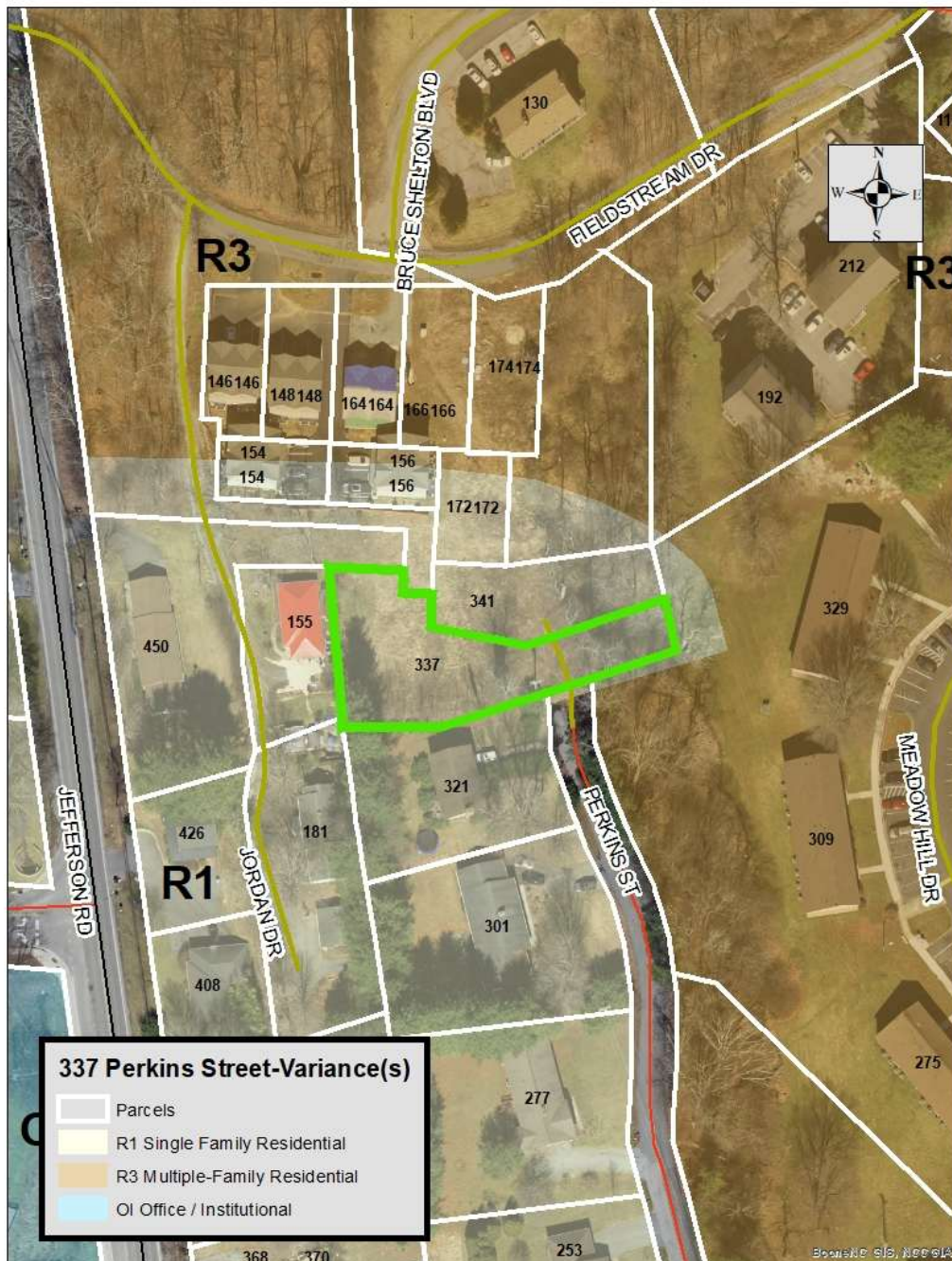
In addition, a copy of the foregoing document was provided on the same date by email if and as so indicated above.

By: _____
Brenda Henson, Clerk to the Town of Boone
Board of Adjustment

Staff Report
 May 7, 2026
 Board of Adjustment
 Case A26-0115 – Mohamed Abdelfattah – Variance Request



Request	2
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Parcel Information	2
Planning Staff Analysis	2
Staff Recommended Conditions of Approval	3
Board of Adjustment Action Required and Motions	4



Request

Mohamed Abdelfattah of 337 Perkins Street, has submitted an application requesting a variance from UDO Subsection 14.03.06(D)(1) and (2) to authorize the placement of a carport in front of the single-family dwelling and to eliminate the 7' accessory structure interior setback along the southern property line. The property is outlined in green on the map above.

Case Exhibits

Applicant Exhibits 1-2 were submitted by the applicant.

Exhibit #	Items
Applicant Exhibit 1	Variance Justification
Applicant Exhibit 2	Plat

Parcel Information

Address:	337 Perkins Street
Property Owner:	Mohamed Abdelfattah and Nehal Ismal
Watauga County PIN:	2911-50-6935-000
Lot size (total):	0.31 Acres (approx. 13,504 square feet)
Jurisdiction:	Town of Boone
Access:	Perkins Street (Private Road at address, Public Road prior)
SFHA:	No
Watershed District:	No
Corridor District:	Yes
NCD:	No
Viewshed:	No
Steep Slope:	Yes, Steep slope on the far eastern side of the property.
Current Zoning:	R1 Single-Family Residential

Zoning & Use of Adjacent Properties		
	Adjacent Zoning	Adjacent Land Use
North	R1, Single-Family Residential	Residential (Single Family Home), Vacant
East	R3, Multi-Family Residential	Residential (Apartments)
South	R1, Single Family Residential	Residential (Single Family Home)
West	R1, Single-Family Residential	Residential (Single Family Home)

Planning Staff Analysis

The applicant has added a 700 square foot carport. A seven-foot setback reduction is being requested from the interior setback on the southern side of the property. The applicant is also requesting a variance of UDO Subsection 14.03.06 (D)(2).

District Description (UDO Article 14, Subsection 14.05.01)

The R1 Single Family Residential District is established to provide a low-density living area consisting only of single-family dwelling units and other related uses necessary for a sound neighborhood. The regulations for this district are designed to stabilize and encourage a comfortable, healthy, safe, aesthetically pleasing and pleasant living

environment for family life that promotes peaceful quiet enjoyment sheltered from incompatible and disruptive activities that properly belong in nonresidential districts.

Land Use Intensity Regulations (Setback)

Pursuant to UDO Subsection 14.05.03, unless otherwise specified, development in the R1 zone is as follows:

- A. Minimum Gross Land Area: 8,000 square feet (see Subsection 14.03.02)
- B. Minimum Lot Width: 70 feet (see Subsection 14.03.03)
- C. Minimum Street Frontage: 56 feet (see Subsection 14.03.04)
- D. Minimum Livability Space Ratio: .53 (see Subsection 14.03.05)
- E. Minimum Setbacks (see Subsection 14.03.06)
 - 1. Street: 20 feet
 - 2. Interior: 14 feet
- F. Maximum Building Height: 3 stories (see Subsection 14.03.07)

UDO Subsection 14.03.06 further clarifies building setback requirements. Relevant portions of this subsection are as follows:

14.03.06 Setbacks

D. Accessory Structure Setback Requirements:

- 1. All accessory structures shall meet the building street setback requirement of fifteen feet (15') from the street right-of-way line and seven feet (7') from any interior lot line.
- 2. No accessory structure may be further forward to the street setback than the front most point of the principal structure.

Staff Note: Compliance with the minimum livability space ratio has not been reviewed and compliance will be required to be shown on the required zoning permit should the variance be approved.

Staff Recommended Conditions of Approval

If approved, Staff recommends the following conditions be included in the decision:

- 1. Where there is a conflict between the application information and the plans (site plan received February 23, 2026), the plans shall control. Insignificant deviations may be permitted to comply with the requirements of the UDO.
- 2. Any commitments and representations concerning the proposed development made by the applicant or its (his or her) representatives at the public hearing shall also become a condition of the variance, and a basis for a stop work order and/or permit revocation if violated.
- 3. The applicant shall submit the necessary applications, plans, details and specifications which meet the requirements of the Town Code, UDO, Building Code and any other applicable codes for review and approval necessary to issue Zoning and Building Permits.

Board of Adjustment Action Required and Motions

The UDO provides the following with respect to the granting of a variance:

- 6.03.01** A variance is specific to the lot and to the development for which it is requested and neither the nonconforming use of lands, buildings, or structures in the same zoning district; nor the permitted use of lands, buildings or structures in other zoning districts are grounds for the granting of a variance.
- 6.03.02** A variance granted must be specific and the minimum variance required.
- 6.03.03** Financial hardship alone does not constitute grounds for the granting of a variance.
- 6.03.04** The fact that a lot may be utilized for greater profit if the variance is granted is not grounds for the granting of a variance.
- 6.03.05** No change in permitted uses may be authorized by variance.
- 6.03.06** A variance may not enlarge or expand nonconformities

In order for a variance to be granted, the applicant must produce substantial competent and credible evidence to show, and the Board must conclude, all four of the following:

1. Unnecessary hardship would result from the strict application of the ordinance;
2. The hardship results from conditions that are peculiar to the property, such as location, size or topography;
3. The hardship did not result from actions taken by the applicant or the property owner; and
4. The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured and substantial justice is achieved.

The variance shall be granted if the Board makes an affirmative finding by four-fifths vote as to each of these four requirements.

Accordingly, the Board should proceed by taking one or more votes as necessary to grant or deny the variance application, as follows:

- NOTES:**
- (1) A motion may be made by a movant who does not intend to vote in favor of that motion.
 - (2) An affirmative motion must be carried by a 4/5ths vote.
 - (2) If any of the four affirmative motions fails to carry 4/5ths votes, the application is denied.
 - (3) If any of the four negative motions carries a majority vote, the application is denied.

VOTE 1 *Motion in favor:* I move that unnecessary hardship would result from the strict application of the ordinance because ... *(describe reasons)*.

OR

Motion against: I move that unnecessary hardship would not result from strict application of the ordinance because ... *(describe reasons)*.

VOTE 2 *Motion in favor:* I move that the hardship results from conditions that are peculiar to the property, such as location, size or topography because *(describe reasons)*.

OR

Motion against: I move that the hardship does not result from conditions that are peculiar to the property, such as location, size or topography because ... *(describe reasons)*.

VOTE 3 *Motion in favor:* I move that the hardship did not result from actions taken by the applicant or the property owner because ... *(describe reasons)*.

OR

Motion against: I move that the hardship did result from actions taken by the applicant or the property owner because ... *(describe reasons)*.

VOTE 4 *Motion in favor:* I move that the requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured and substantial justice is achieved.

OR

Motion against: I move that the requested variance is not consistent with the spirit, purpose, and intent of the ordinance.

VARIANCE JUSTIFICATION STATEMENT

Applicant: Mohamed Abdelfattah

Property Address / Parcel: 337 Perkins Street / 2911-50-6935-000

Zoning District: R-1 (Town of Boone)

The applicant is requesting:

- (1) A variance from the maximum accessory structure size limit, and
- (2) A placement/setback variance related to the location of the existing carport.

related to an existing open-sided accessory carport structure and its compliance with applicable dimensional requirements (including accessory structure size threshold and/or setback requirements, as applicable).

Existing Structure: Metal, open-sided carport approximately 20' x 35' (~700 sq ft) located on gravel, accessed from a private lot access/right-of-way.

1. Property Background and Site Conditions

The subject property is located on a parcel served by a private right-of-way/lot access rather than frontage on a continuous public street. Perkins Street terminates prior to the subject parcel, and access beyond that termination is provided by a recorded private right-of-way serving Lots 9 and 10, including a circular right-of-way intended to remain open and unobstructed for access and circulation.

The parcel's access configuration and geometry are unique compared to typical R-1 lots that front a public street. The private access alignment and available developable area materially constrain where parking and accessory structures can be reasonably placed while still maintaining safe circulation and emergency access.

The existing carport is open-sided, non-habitable, and used solely for covered vehicle parking. It is not connected to utilities, does not contain enclosed storage or living space, and does not increase the residential use of the property.

(See: recorded right-of-way agreement; boundary/as-built survey; photo documentation.)

2. Findings Required for a Variance (A–D)

A. Unnecessary Hardship Would Result From Strict Application of the Ordinance

Strict application of the dimensional requirements to the existing carport would require removal or substantial reconstruction of an otherwise safe, functional accessory structure that supports necessary residential parking on a parcel with an unusual access arrangement. Due to the parcel's private access configuration, the placement of vehicle-related improvements is more constrained than on typical properties with standard public street frontage.

The carport does not create a public safety hazard, traffic hazard, or right-of-way obstruction. The driveway area in front of the residence and carport provides adequate width and depth for vehicles to maneuver, including emergency vehicles. As documented in the photos, a fire truck or ambulance can access the home and turn around without obstruction. Requiring full removal or major relocation would impose an unnecessary hardship without advancing the purpose or intent of the ordinance.

The carport was installed to provide necessary protection for vehicles in an area subject to severe weather events, including storms and hurricanes, after the applicant experienced prior vehicle losses.

B. The Hardship Results From Conditions Peculiar to the Property (Location / Lot Configuration / Access)

The hardship arises from conditions that are peculiar to this parcel, including:

1. Street termination and private access: Perkins Street terminates before the parcel, and the property is served by a private right-of-way/lot access rather than typical public street frontage.
2. Recorded circular right-of-way: The recorded right-of-way serving Lots 9 and 10 includes a circular right-of-way intended to remain open and unobstructed, which further shapes circulation patterns and where improvements can reasonably be located.
3. Parcel geometry and constrained placement options: The lot configuration and access alignment limit where a covered parking structure can be placed while maintaining safe turning movements and avoiding interference with circulation.

These are not general neighborhood-wide conditions; they are specific to the subject property's recorded access arrangement and physical layout, as shown on the survey and in the right-of-way agreement.

C. The Hardship Did Not Result From Actions Taken by the Applicant (Not Self-Created)

The applicant did not create the underlying hardship. The hardship stems from the parcel's pre-existing and recorded access configuration (private right-of-way and circular access) and the resulting constraints on siting accessory parking structures.

The existing carport was installed in good faith to provide covered parking and reduce storm exposure to vehicles on a parcel that relies on private access and requires functional vehicle circulation and turnaround space. When notified by Town staff, the applicant promptly engaged with the Town to identify a compliant path forward, including the variance process and/or modification options. The applicant is not seeking to intensify the use of the property, expand a nonconformity, or change any permitted use.

D. The Requested Variance Is Consistent With the Spirit, Purpose, and Intent of the Ordinance

Granting the requested variance is consistent with the ordinance's purpose and intent because it preserves public safety, maintains neighborhood compatibility, and achieves substantial justice.

- Public safety and access: The private lot access and open gravel area provide adequate circulation and turnaround space for emergency vehicles. The carport does not block access routes or create a safety hazard.
- No public streetscape impact: The carport does not front a continuing public street and does not encroach into a public right-of-way. Access is via the privately maintained right-of-way documented in the recorded agreement.
- Neighborhood compatibility: The structure is open-sided and visually modest. It is located along a fence line and buffered by existing vegetation, and it does not negatively impact neighboring properties.
- No intensification of use: The structure is strictly for vehicle parking and does not add dwelling units, habitable space, or commercial use.

For these reasons, the requested relief is consistent with the spirit and intent of the zoning ordinance and secures public safety while achieving substantial justice.

3. Supporting Exhibits (Attached)

- **Exhibit A: Photo Documentation (6 photos with captions)**
- **Exhibit B: Boundary / As-Built Survey Showing Carport Location**
- **Exhibit C: Recorded Right-of-Way / Private Lot Access Agreement (Lots 9 & 10)**

4. Conclusion

The applicant respectfully requests approval of the variance(s). The request satisfies each of the required findings: an unnecessary hardship would result from strict application of dimensional requirements; the hardship arises from unique, property-specific access and configuration conditions; it is not self-created; and approval would remain consistent with public safety and the intent of the ordinance.

Respectfully submitted,

Mohamed Abdelfattah
(828) 719-8463
moconsultingcorp@gmail.com
02/23/2026

Photo documentation existing carport and access conditions

Private Lot Access and Vehicle Turnaround

This photo shows the private lot access and open gravel area serving the property. The front of the residence is located to the right of the image, and the carport is positioned in the center of the image along the fence line separating the subject property from the adjacent lot. The open space in front of the residence and carport provides sufficient width and depth to allow emergency vehicles, including fire trucks and ambulances, to safely access the property and complete turnaround maneuvers. The carport's location and orientation are designed to accommodate vehicle circulation without obstructing access.

Supports: Public safety, emergency access, circulation (Finding 6.03.07 D)



To the right of the picture is the carport and to the left of the picture is Perkins Street that ends at red arrow.

This photo shows the private lot access and open gravel area in front of the carport. The width and depth of this area allow full access and safe turnaround for emergency vehicles, including fire trucks and ambulances, without obstruction.

Supports: Public safety, circulation, Finding 6.03.07 D



This photo shows the termination of Perkins Street prior to the subject property. Beyond this point, access is provided by a private lot access rather than a public street. There is no curb, sidewalk, or continuation of public roadway serving the carport.

Supports: Private access argument, Finding 6.03.07 B



This photo shows the fence line and existing vegetation between the carport and the adjacent property. The structure is visually buffered and does not negatively impact neighboring properties.

Supports: Compatibility, neighborhood impact, Finding 6.03.07 D



Interior View of Open Carport Structure

This interior view confirms that the carport is fully open, non-enclosed, and not designed for occupancy or storage beyond vehicle parking. The lights used are solar lights, and it has no utilities, The structure does not intensify use of the property.

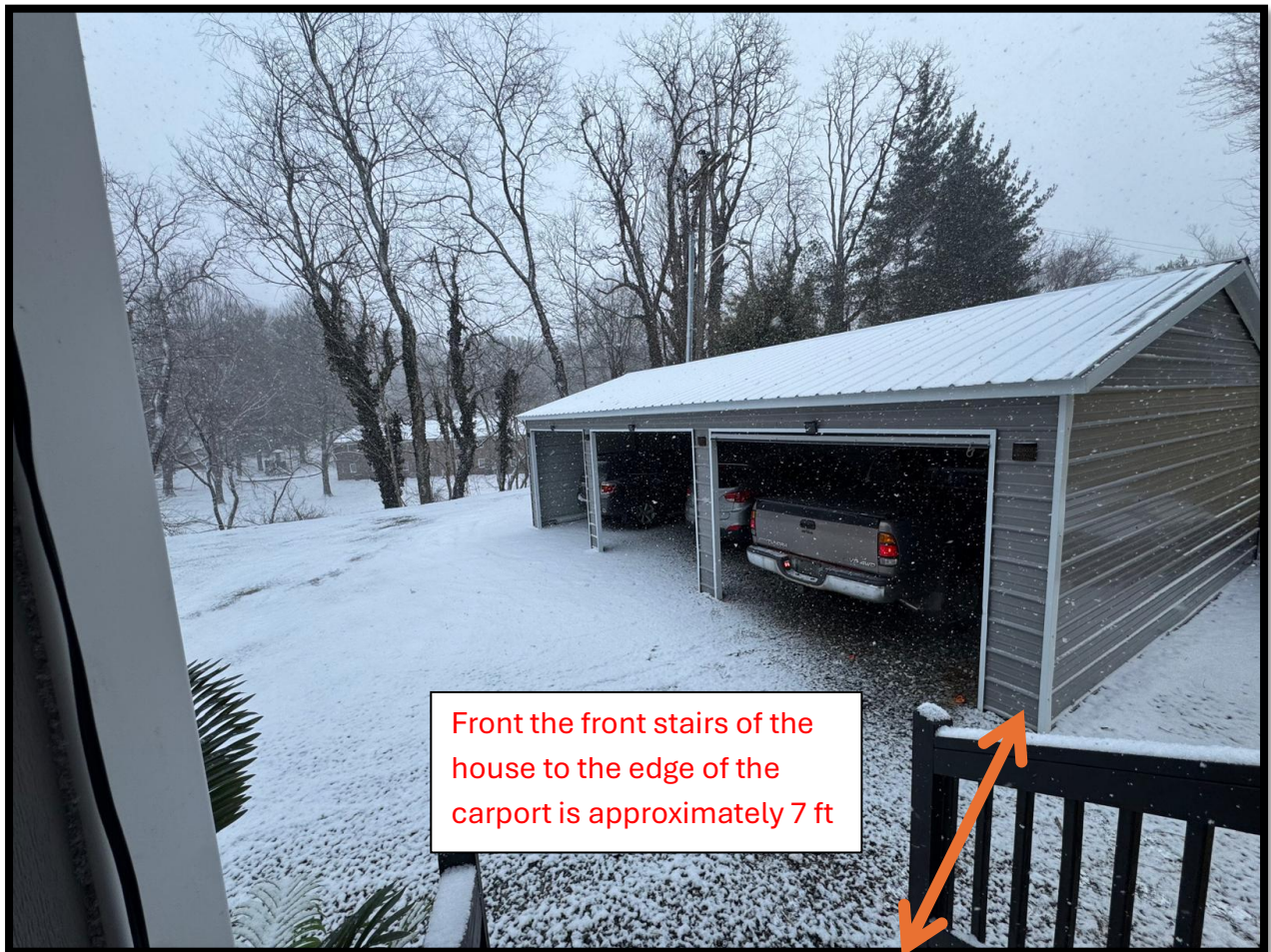
Supports: No intensification, Finding 6.03.07 C&D



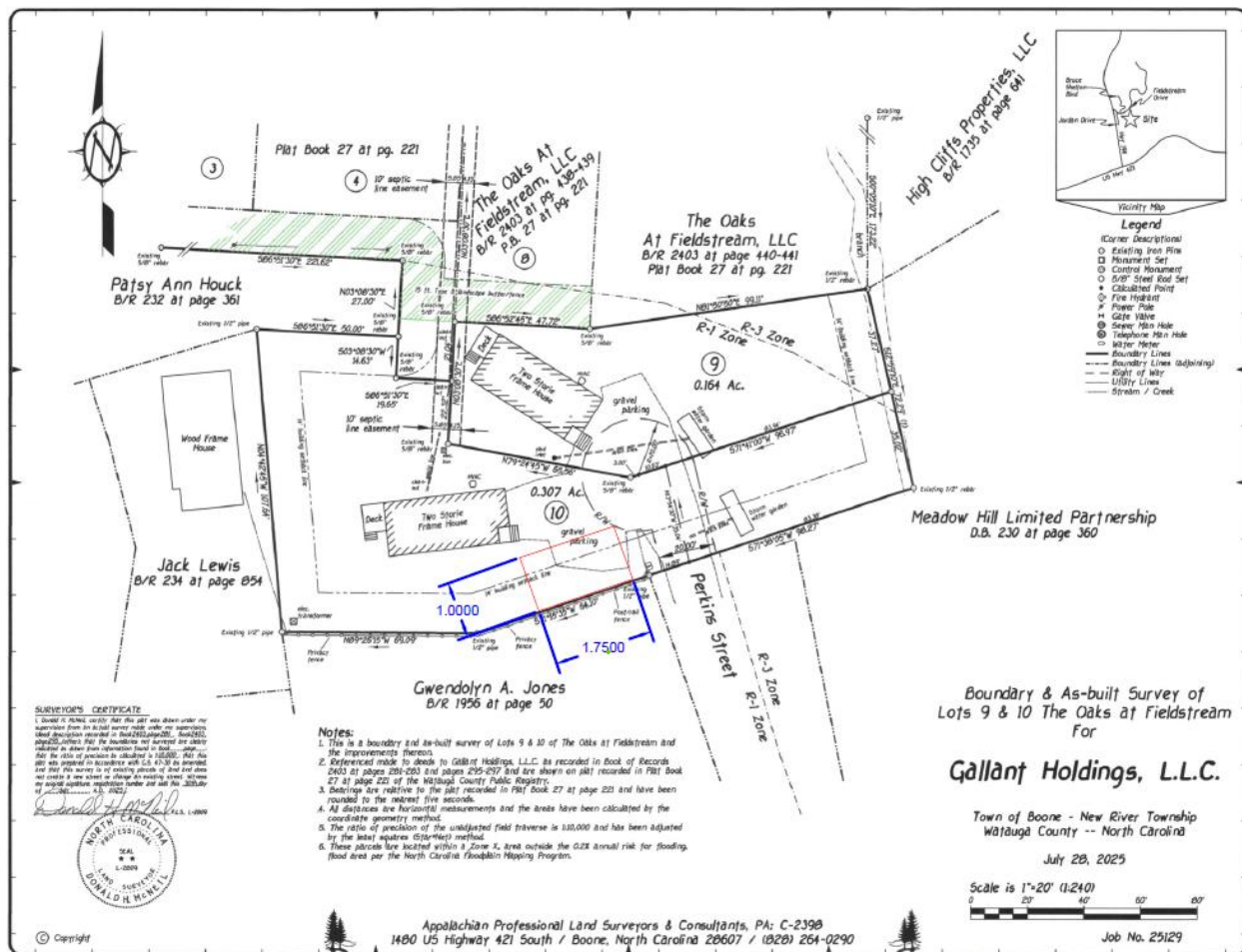
View Toward Carport from Private Access

This view illustrates the relationship between private access and the carport location. The carport is situated at the end of the private access and does not have a public street, consistent with the parcel's unique access configuration.

Supports: Unique lot conditions, Finding 6.03.07 B



This survey identifies the location of the existing carport relative to the property boundaries and the private lot access serving the parcel. As shown, Perkins Street terminates prior to the property, and access beyond that point is provided by a private access drive rather than a public street. The carport is located entirely within the parcel and is accessed solely from the private lot of access, not from a public right-of-way.



The attached right-of-way agreement documents that access beyond Perkins Street is provided by a private, shared right-of-way and not a public street.

This recorded right-of-way agreement confirms that access to the property is provided by a private right-of-way serving Lots 9 and 10, including a circular right-of-way designed to remain open and unobstructed at all times. The agreement establishes that the right-of-way is privately maintained and is not a public street or public right-of-way. Access to the property extends from Perkins Street via this private right-of-way.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

Grantor(s) FOR VALUABLE CONSIDERATION paid by Grantee(s), the receipt of all of which is hereby acknowledged, have, subject to any exceptions, conditions, provisions, restrictions or reservations herein contained, bargained and sold, and by these presents Grantor (s) does grant, bargain, sell and convey unto the said Grantee(s), their heirs, successors and assigns, in fee simple all that certain tract(s) or parcel(s) of land lying and being in **New River Township, Watauga County, North Carolina**, more particularly described as follows:

BEING Lot No. 10 of The Oaks at Fieldstream as shown on plat recorded in Plat Book 27 at Page 221, Watauga County Registry.

There is also conveyed with and this conveyance is subject to the right of way for the use and benefit of Lots 9 and 10, including the circular right of way across Lots 9 and 10 as shown on plat recorded in Plat Book _____ at Page _____, Watauga County Registry. The right of way is to remain open and unobstructed at all times. The owners are Lots 9 and 10 agrees to share equally in the maintenance and upkeep of the right of way leading from Perkins Street across Lots 10 and 9. The owners of Lots 9 and 10 shall be solely responsible for maintaining the gravel parking areas shown on each lot outside of the right of way area.

There is also conveyed herewith and this conveyance is subject to a 10 foot sewer line easement along the boundary line of Lots 9 and 10 as shown on plat recorded in Plat Book _____ at Page _____, Watauga County Registry. The owners of Lots 9 and 10 shall share equally in the maintenance and upkeep of the sewer line including the right to enter onto the property of Lots 9 and 10 for the purpose of sewer line repair and maintenance.

The owners of Lots 9 and 10 shall be responsible for maintaining the storm water gardens and the drain lines as shown on plat recorded Plat Book _____ at Page _____, Watauga County Registry, and shall share equally in the costs of any maintenance and upkeep of the two storm water gardens.

These easements and obligations shall be appurtenant to the property described herein and shall run with the title to the property.

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION

Prepared by: Deal Moseley di Santi Garrett & Martin LLP
PO Box 311, 870 West King Street, Suite B
Boone, NC 28607

The property hereinabove described was acquired by Grantor(s) by instrument recorded in Book of Records 2403 at Page 295, Watauga County Public Registry.

To have and to hold the said premises above described, with every privilege and appurtenance thereunto belonging to the said Grantees, their heirs, successors and assigns, in fee simple to their only use and behoof forever, subject always to any exceptions, conditions, provisions, restrictions or reservations herein contained.

The Grantors covenant with the Grantees, their heirs, successors and assigns: that they are the owners of and are seized of the premises in fee simple; that they have a good right to convey the same in fee simple; that title is marketable and free and clear of all liens and encumbrances, except as herein set forth; and, that they will forever warrant and defend the title thereto against the claims of all persons whomsoever, other than the following exceptions:

1. Ad Valorem Property Taxes;
2. Utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the property.

Pursuant to N.C.G.S. 105-317.2, all or a portion herein conveyed does not include the primary residence of a Grantor.

IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Gallant Holdings, L.L.C.

STANDARD ORDER FORM

ORDER DATE 10/01/2025

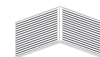
Permit Required? Yes ☒ NO ☐

Name	Mohamed Abdelfattah	County	Watauga	Permit Number	
Install Address	337 Perkins Street	City	Boone	State	NC Zip Code 28607
Mailing Address	337 Perkins Street	City	Boone	State	NC Zip Code 28607
Primary #	(828) 719-8463	Primary #	(828) 719-8463	Email	mohamedmagdy424@gmail.com

20 WIDTH	36 ROOF LENGTH	35 BASE LENGTH	10 HEIGHT	14 GAUGE
-------------	-------------------	-------------------	--------------	-------------

A-Frame ☐

A-Frame Vertical ☒



ROOF	Black	SIDES/ENDS	Pewter Gray	GABLE	Pewter Gray	TRIM	White
TWO-TONE TOP		TWO-TONE BOTTOM					

CONCRETE ☒ GROUND ☐ ASPHALT ☐ OTHER (SPECIFY)

QTY	PRICE
-----	-------

[illegible]Debit/ Credit Card 2.5%

Is Site Ready? Yes ☐ NO ☐ Site Ready Date

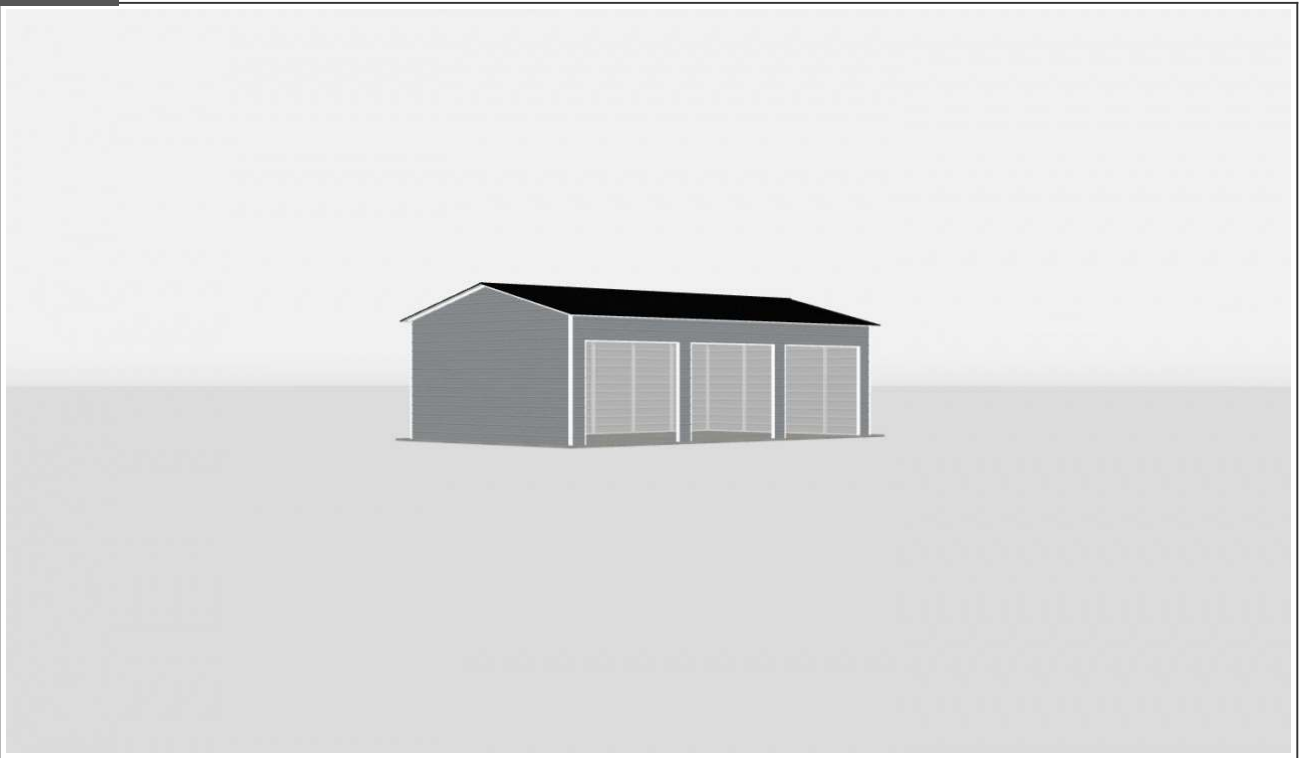
Power Available? Yes ☐ NO ☐ 3ft. Clearance? Yes ☐ NO ☐ Utilities Marked? Yes ☐ NO ☐ Is Site Level? Yes ☐ NO ☐

Prices do not include site leveling, grading, and foundation preparation. Sites that are not level and not prepared will be installed as is at the discretion of our independent contractor on site. Job site must be level. We will contact you, 1-5 days before installation. Universal Metal Buildings has the right to correct any pricing and sales tax errors. Retail price is valid for one year.

Customer is paying cash, customer opted out of the \$300.00 generic drawings.

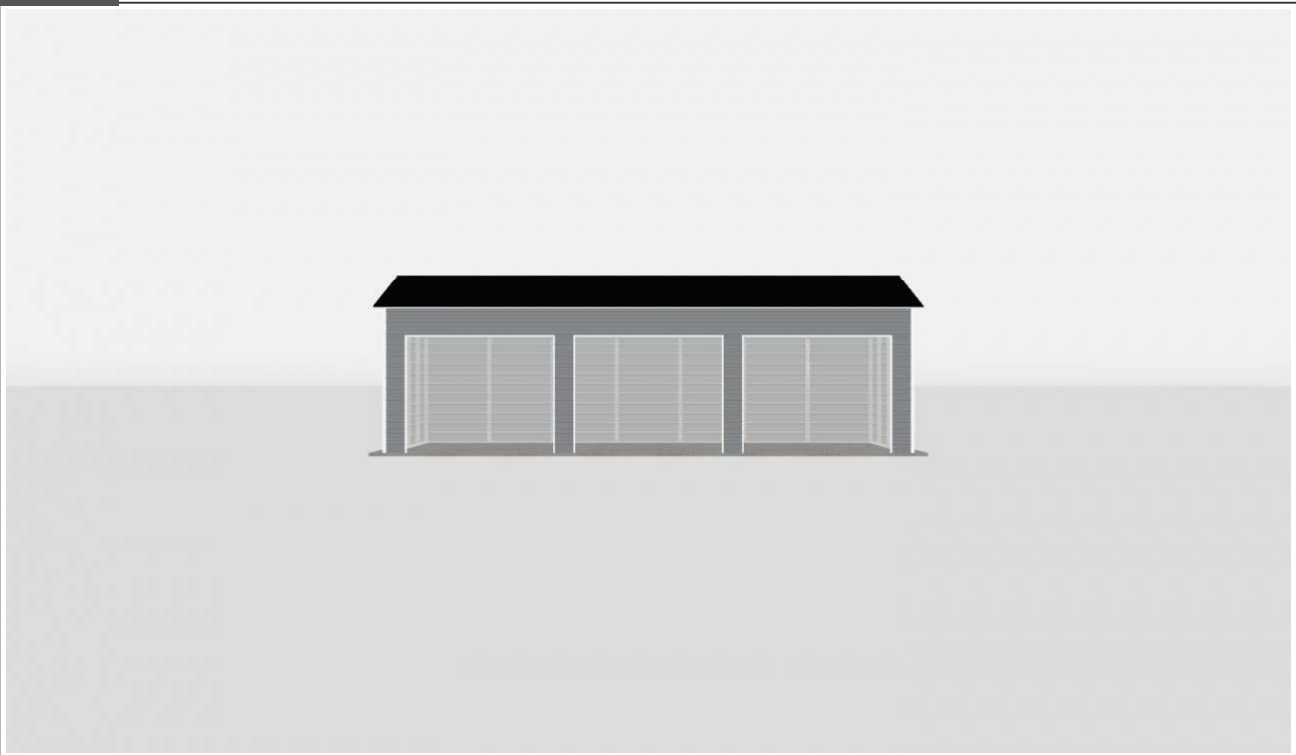
Dealer Signature

BUILDING VIEW



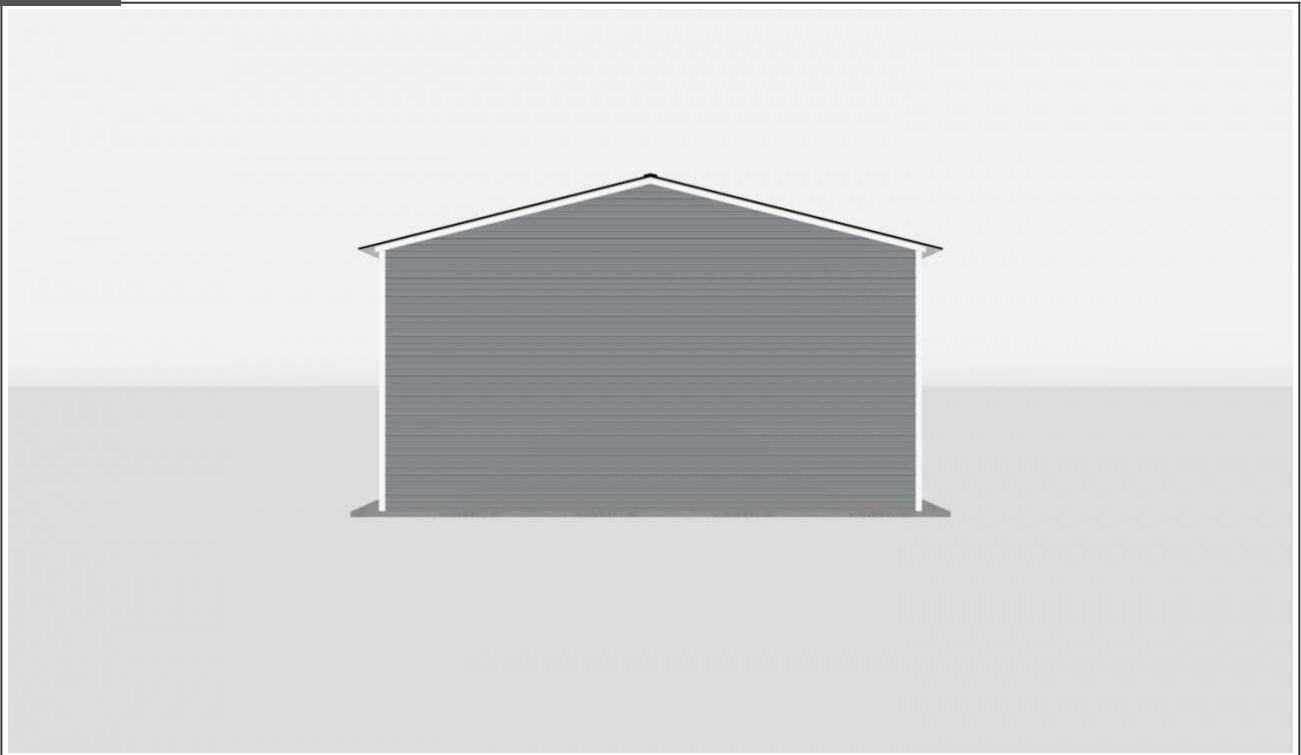
FRONT

BUILDING VIEW



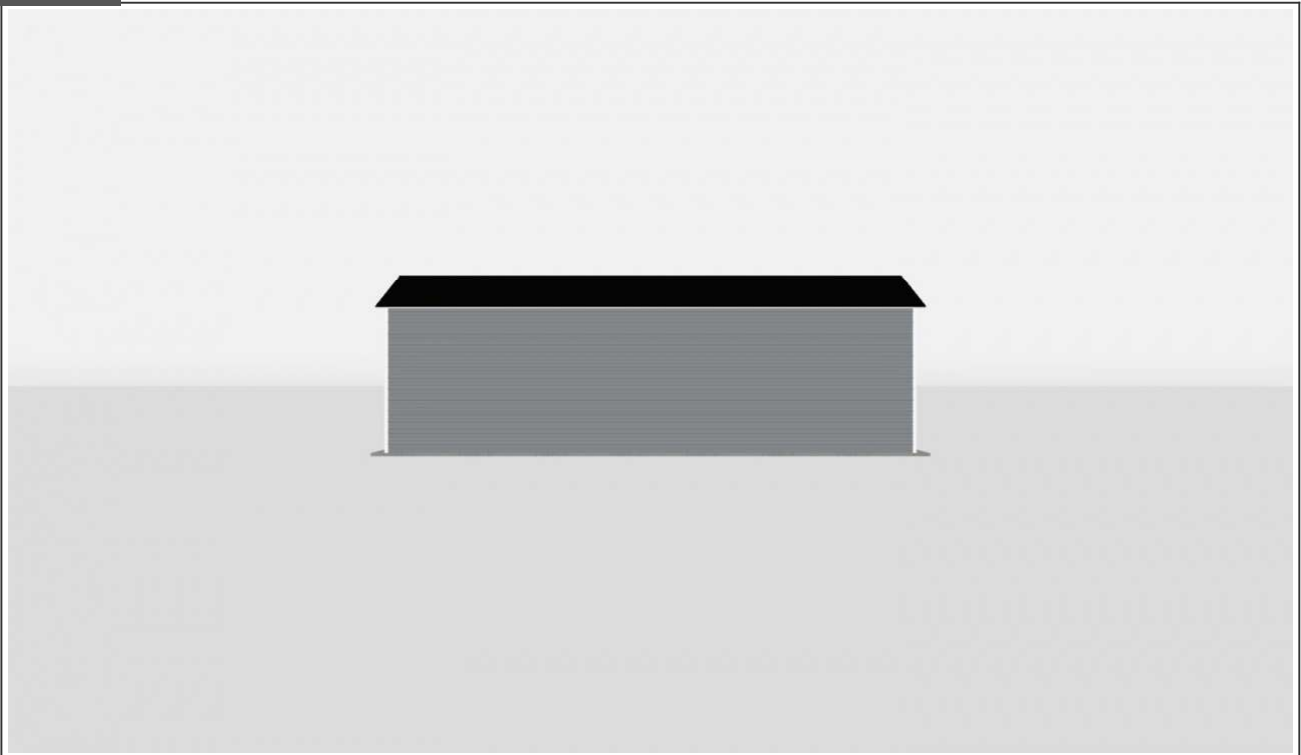
RIGHT

BUILDING VIEW

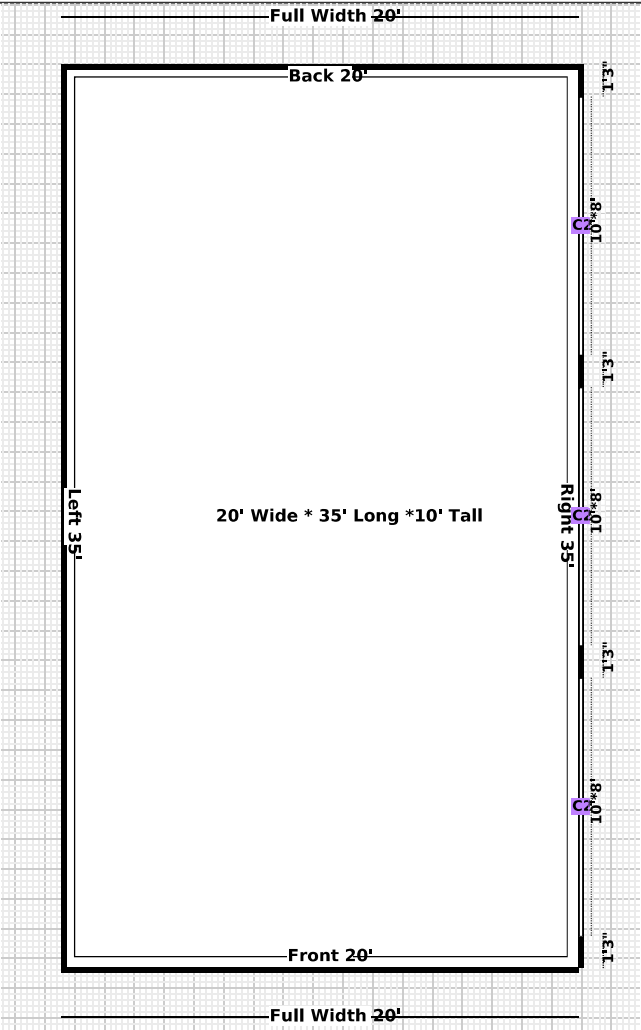


BACK

BUILDING VIEW



LEFT



LEGENDS

- | | | | | | | |
|-----------------------------|--------------------------------------|---|---------------------------------------|-------------------------|----------------------------------|---------------------------|
| C1 Garage Door | C2 Garage Door Frameout | C3 Walk in Door | C4 Walk in Door Frameout | C5 Windows | C6 Windows Frameout | C7 Open Wall |
| C8 Close Wall | C9 Distance | C10 Storage Length (Utility) | C Cupola | | | |



Patsy Ann Houck
B/R 232 at page 361

Jack Lewis
B/R 234 at page 354

Plat Book 27 at pg. 221

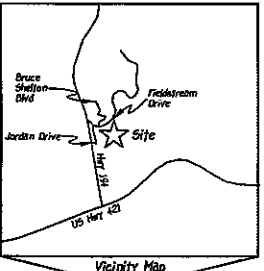
The Oaks At
Fieldstream, LLC
B/R 2403 at pg. 438-439
P.B. 27 at pg. 221

The Oaks
At Fieldstream, LLC
B/R 2403 at page 440-441
Plat Book 27 at pg. 221

High Cliffs Properties LLC
B/R 1735 at page 641

Meadow Hill Limited Partnership
D.B. 230 at page 360

Gwendolyn A. Jones
B/R 1956 at page 50



- Legend**
(Corner Descriptions)
Existing Iron Pins
Monument Set
Control Monument
5/8" Steel Rod Set
Calculated Point
Fire Hydrant
Power Pole
Gate Valve
Sewer Man Hole
Telephone Man Hole
Water Meter
Boundary Lines
Boundary Lines (adjoining)
Right of Way
Utility Lines
Stream / Creek

SURVEYOR'S CERTIFICATE

I, Donald H. McNeil, certify that this plat was drawn under my supervision from an actual survey made under my supervision. I have described in Book 2403 at pages 438-439, 440-441, and 442-443, the boundaries of the land shown on this plat as shown from information found in Book 232 at page 361, Book 234 at page 354, Book 230 at page 360, and Book 1956 at page 50, and that this survey is of existing parcels of land and does not create a new street or change an existing street. Witness my original signature, registration number and seal this 20th day of July, 2025.

Donald H. McNeil



Notes:

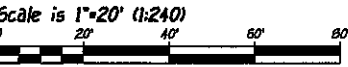
- This is a boundary and as-built survey of Lots 9 & 10 of The Oaks at Fieldstream and the improvements thereon.
- Referenced made to deeds to Gallant Holdings, L.L.C. as recorded in Book of Records 2403 at pages 281-283 and pages 292-297 and are shown on plat recorded in Plat Book 27 at page 221 of the Watauga County Public Registry.
- Bearings are relative to the plat recorded in Plat Book 27 at page 221 and have been rounded to the nearest five seconds.
- All distances are horizontal measurements and the areas have been calculated by the coordinate geometry method.
- The ratio of precision of the unadjusted field traverse is 1:10,000 and has been adjusted by the least squares (Gauss) method.
- These parcels are located within a Zone X area outside the 0.2% annual risk for flooding, flood area per the North Carolina Floodplain Mapping Program.

Boundary & As-built Survey of
Lots 9 & 10 The Oaks at Fieldstream
For

Gallant Holdings, L.L.C.

Town of Boone - New River Township
Watauga County -- North Carolina

July 28, 2025



Job No. 25129

© Copyright

Appalachian Professional Land Surveyors & Consultants, PA; C-2398
1400 US Highway 421 South / Boone, North Carolina 28607 / (828) 264-0290

BK 2444 PG 597 - 601 (5) DOC# 752349
This Document eRecorded: 08/06/2025 02:09:09 PM
Fee: \$26.00 Tax: \$960.00
Watauga County, North Carolina
Amy J. Shook, REGISTER OF DEEDS

Excise Tax: \$960.00
Pin #: 2911-50-6935-000

Recording Time, Book & Page
File Number: 18361.002 (RB)

State of North Carolina

WARRANTY DEED

County of Watauga

This Deed, made this 6th day of August 2025, by and between

Gallant Holdings, L.L.C.
A North Carolina limited liability company
215 Boone Heights Drive, Suite 107
Boone, NC 28607
(hereinafter called "Grantor")

and

Mohamed Magdy Abdelfattah and spouse, Nehal Ismail Ismail;
337 Perkins Street
Boone, NC 28607
(hereinafter called "Grantee")

W I T N E S S E T H

Prepared by: Deal Moseley di Santi Garrett & Martin LLP
PO Box 311, 870 West King Street, Suite B
Boone, NC 28607

Submitted electronically by "Dustin N. Stacy PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Watauga County Register of Deeds.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

Grantor(s) FOR VALUABLE CONSIDERATION paid by Grantee(s), the receipt of all of which is hereby acknowledged, have, subject to any exceptions, conditions, provisions, restrictions or reservations herein contained, bargained and sold, and by these presents Grantor (s) does grant, bargain, sell and convey unto the said Grantee(s), their heirs, successors and assigns, in fee simple all that certain tract(s) or parcel(s) of land lying and being in **New River Township, Watauga County, North Carolina**, more particularly described as follows:

BEING Lot No. 10 of The Oaks at Fieldstream as shown on plat recorded in Plat Book 27 at Page 221, Watauga County Registry.

There is also conveyed with and this conveyance is subject to the right of way for the use and benefit of Lots 9 and 10, including the circular right of way across Lots 9 and 10 as shown on plat recorded in Plat Book 30 at Page 487, Watauga County Registry. The right of way is to remain open and unobstructed at all times. The owners are Lots 9 and 10 agrees to share equally in the maintenance and upkeep of the right of way leading from Perkins Street across Lots 10 and 9. The owners of Lots 9 and 10 shall be solely responsible for maintaining the gravel parking areas shown on each lot outside of the right of way area.

There is also conveyed herewith and this conveyance is subject to a 10 foot sewer line easement along the boundary line of Lots 9 and 10 as shown on plat recorded in Plat Book 30 at Page 487, Watauga County Registry. The owners of Lots 9 and 10 shall share equally in the maintenance and upkeep of the sewer line including the right to enter onto the property of Lots 9 and 10 for the purpose of sewer line repair and maintenance.

The owners of Lots 9 and 10 shall be responsible for maintaining the storm water gardens and the drain lines as shown on plat recorded Plat Book 30 at Page 487, Watauga County Registry, and shall share equally in the costs of any maintenance and upkeep of the two storm water gardens.

These easements and obligations shall be appurtenant to the property described herein and shall run with the title to the property.

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION

Prepared by: Deal Moseley di Santi Garrett & Martin LLP
PO Box 311, 870 West King Street, Suite B
Boone, NC 28607

The property hereinabove described was acquired by Grantor(s) by instrument recorded in Book of Records 2403 at Page 295, Watauga County Public Registry.

To have and to hold the said premises above described, with every privilege and appurtenance thereunto belonging to the said Grantees, their heirs, successors and assigns, in fee simple to their only use and behoof forever, subject always to any exceptions, conditions, provisions, restrictions or reservations herein contained.

The Grantors covenant with the Grantees, their heirs, successors and assigns: that they are the owners of and are seized of the premises in fee simple; that they have a good right to convey the same in fee simple; that title is marketable and free and clear of all liens and encumbrances, except as herein set forth; and, that they will forever warrant and defend the title thereto against the claims of all persons whomsoever, other than the following exceptions:

1. Ad Valorem Property Taxes;
2. Utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the property.

Pursuant to N.C.G.S.105-317.2, all or a portion herein conveyed does not include the primary residence of a Grantor.

IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Gallant Holdings, L.L.C.

By:



(SEAL)

Joshua Cash, Member/Manager

Prepared by: Deal Moseley di Santi Garrett & Martin LLP
PO Box 311, 870 West King Street, Suite B
Boone, NC 28607

STATE OF NC

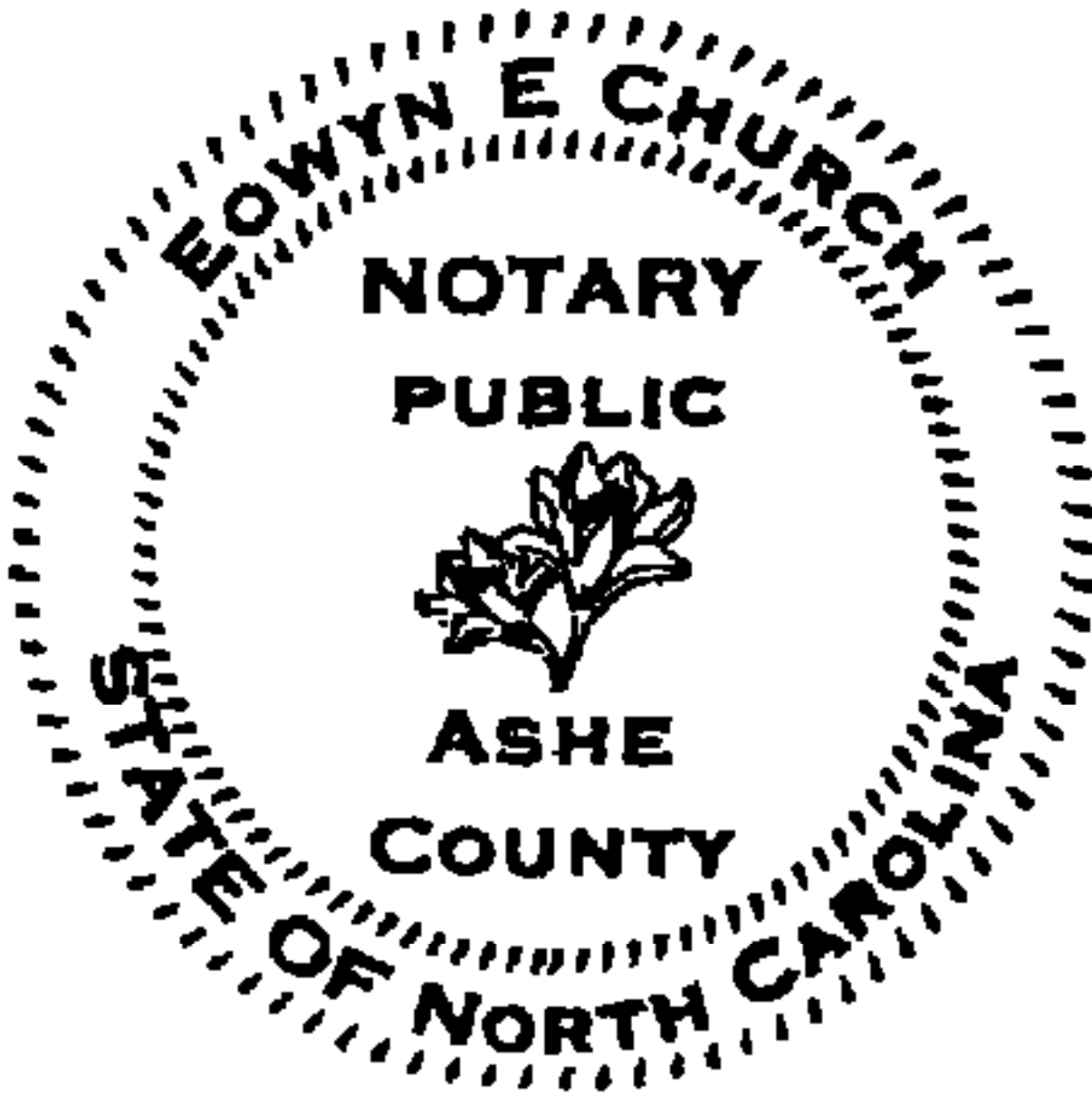
COUNTY OF Watauga

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Joshua Cash Member/Manager of Gallant Holdings, L.L.C..

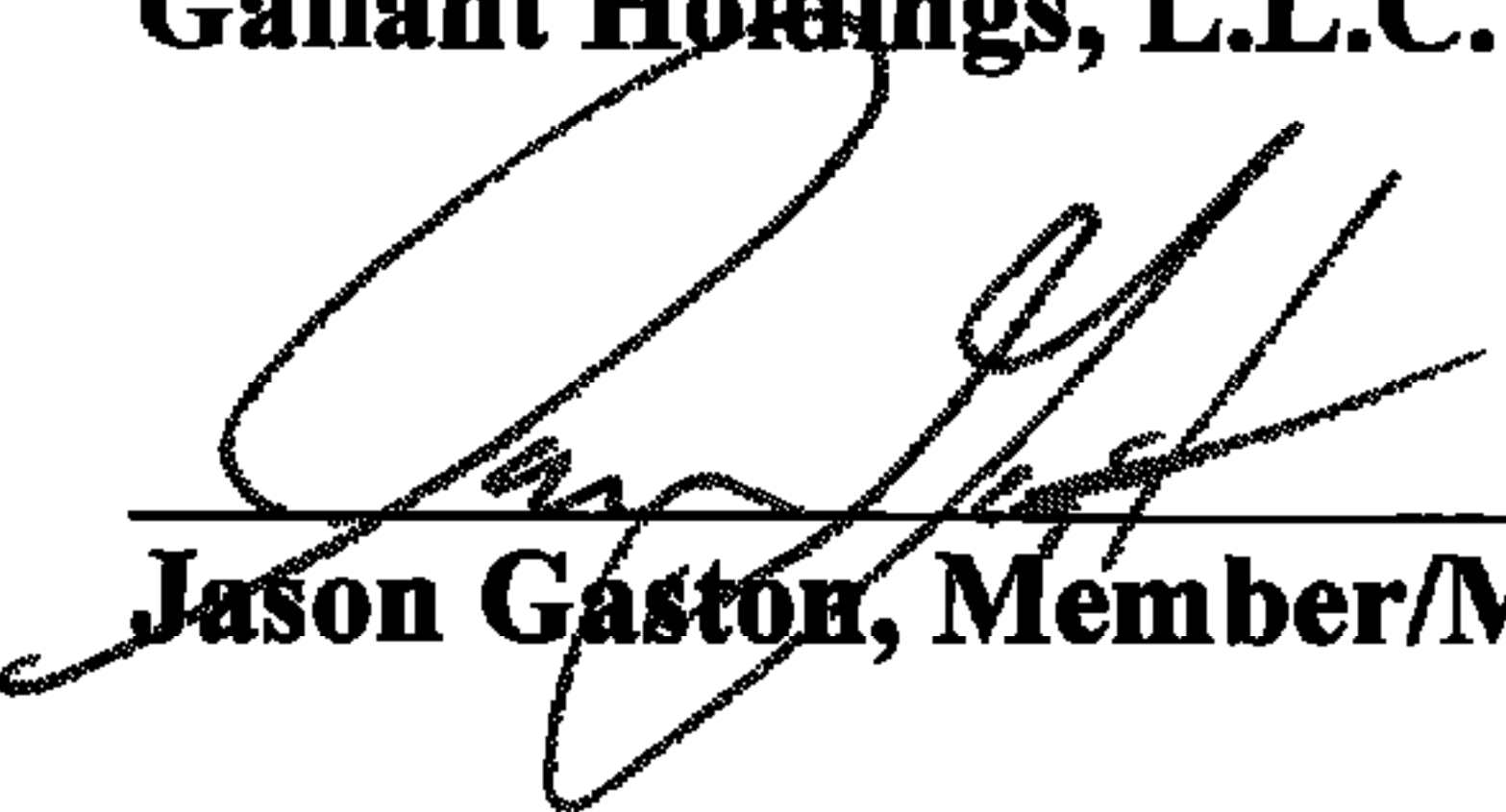
Witness my hand and official seal this 6th day of August 2025.

Rowyn G Church
Notary Public

My commission expires:
09/25/29



Gallant Holdings, L.L.C.

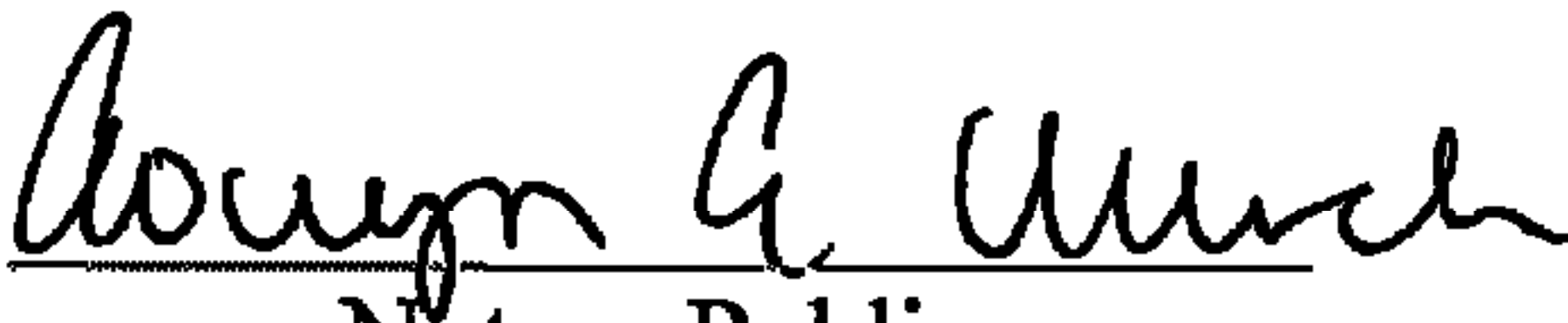
By:  (SEAL)
Jason Gaston, Member/Manager

STATE OF NC

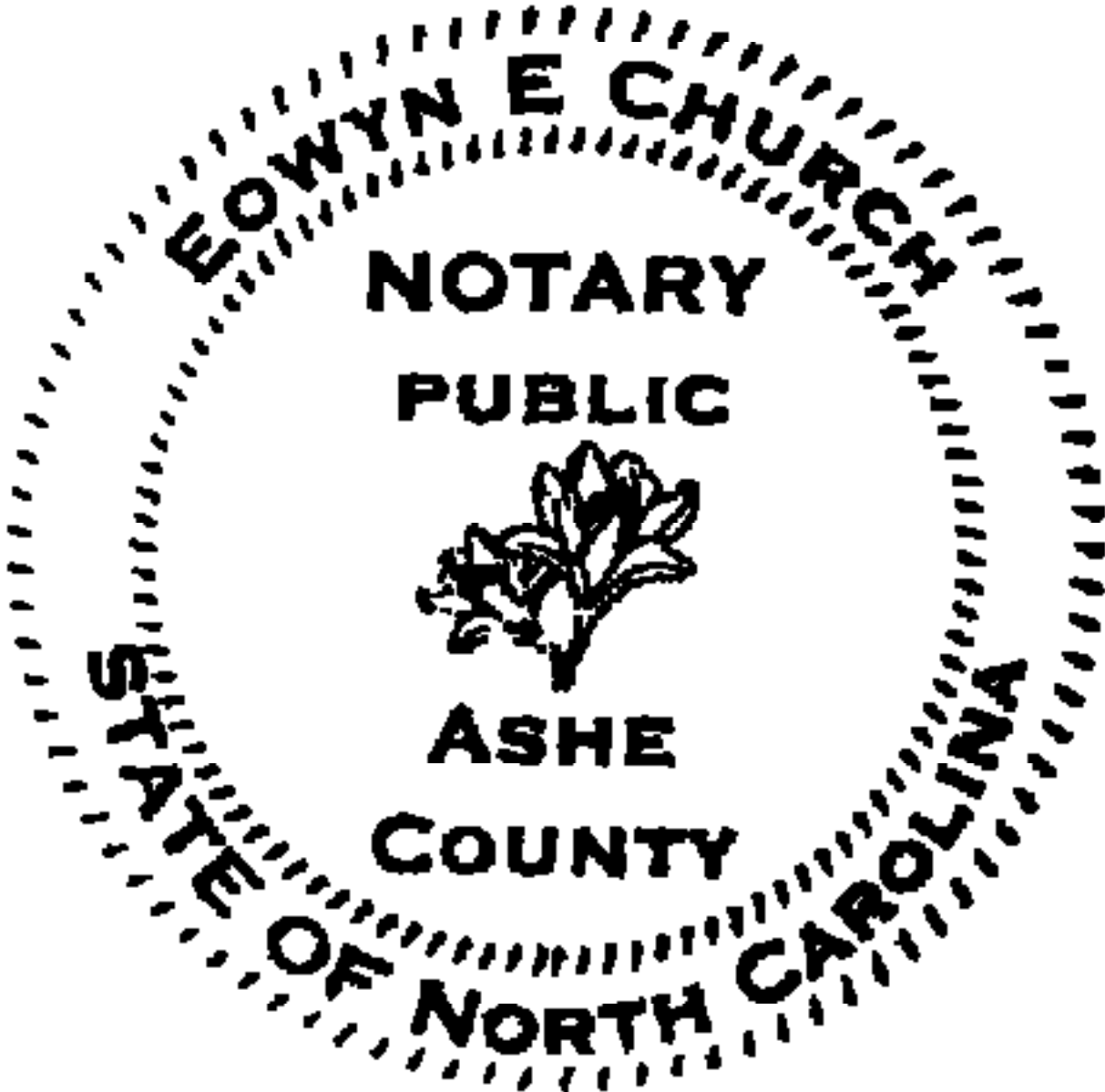
COUNTY OF Watauga

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jason Gaston, Member/Manager of Gallant Holdings, L.L.C..

Witness my hand and official seal this 6th day of August 2025.


Notary Public

My commission expires:
09/25/29



Prepared by: Deal Moseley di Santi Garrett & Martin LLP
PO Box 311, 870 West King Street, Suite B
Boone, NC 28607