

Prepared by: Irvin R. Sink, Attorney, Post Office Box 743, Lexington, NC 27293
Return to: Irvin R. Sink

DAVIDSON COUNTY NC

Book 1176

Pages 0775-0781

FILED 7 MAR 01

03/29/2000 11:30 AM

RONALD W. CALLECHY

Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF DAVIDSON

DECLARATION OF RESTRICTIVE COVENANTS

Lots Nos. 1-4

Carolina Pines I, Phase 2

Plat Book 31, Page 63

Davidson County Registry

KNOW ALL PERSONS BY THESE PRESENTS, that Lexington Realty, Inc., a North Carolina corporation, hereinafter referred to as "Declarant," does hereby covenant and agree to and with all persons, firms, or corporations hereafter acquiring any of the property hereinafter described, in the form and manner as follows:

WITNESSETH:

WHEREAS, Declarant is the owner of Lots Nos. 1 through 4, of the subdivision known as Carolina Pines I, Phase 2, the plat of said lots being duly recorded in Plat Book 31, Page 63, Davidson County Registry,

WHEREAS, Lots 1 through 4 are so situated as to comprise a neighborhood unit and it is the intent and purpose of Declarant to convey the aforesaid lots to persons who will erect their own residences to be used for family purposes. Lot 5 shown on said map is a large acreage tract which shall not be subject to these restrictive covenants, but shall be restricted in a manner to be recorded later by Declarant; and

WHEREAS, Declarant desires to establish a general plan regarding the use and development of said lots for the benefit of all prospective purchasers, and to restrict the use of said lots and to put all persons in notice of such restrictions.

NOW, THEREFORE, Declarant does hereby agree, publish and declare that Lots Nos. 1 through 4, inclusive, of the subdivision known as Carolina Pines I, Phase 2, plat of which is recorded in Plat Book 31, Page 63, Davidson County Registry, shall be subject to restrictions hereinafter set forth, which shall run with the land, and do hereby agree, publish and declare that the deeds hereinafter made by purchasers of the aforesaid lots shall be subject to the following restrictive covenants:

ARTICLE I

Section 1. Use of Property and Type of Structures

0006773

A. Lots subject to these restrictions shall be used for residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any lot other than the detached single-family dwelling, said dwelling not to exceed two-and-one-half stories in height, and related structures such as

a private garage for not more than three automobiles and outbuildings necessary and incidental to the residential use of said lots

B The ground floor area of a single-story residence, exclusive of basement, open porches, outbuildings, garages, terraces, and breezeways, shall not be less than 1325 square feet. Any residence of more than one story shall contain at least 1000 square feet on the ground floor and have at least 1325 total square feet, exclusive of basements, open porches, outbuildings, garages, terraces, and breezeways.

C Exposed exterior walls are to be approved by the Declarant along with submitted building plans, however, exposed exterior walls composed of the following materials shall be prohibited from this subdivision: concrete blocks, and imitation asphalt brick siding, imitation asphalt stone siding. Any dwelling shall be of new construction and of new materials. Outbuildings and garages shall be of new construction and of a quality compatible with the residence located, or to be constructed, thereon.

Section 2. Architectural Control

A For the purpose of insuring the development of Carolina Pines I, Phase 2, no structure shall be erected on any residential property lot until the proposed building plans shall have been approved in writing by the Declarant. These structures include residences, garages, gazebos, fences, storage buildings, in-ground swimming pools, mailboxes and any other structures which otherwise comply with these restrictions and may be erected on an individual lot. There shall be no above-ground swimming pools. Refusal or approval of plans may be based by the Declarant upon any grounds including purely aesthetic considerations, which, in its sole and uncontrolled discretion, the Declarant shall deem sufficient. One copy of all plans and related data shall be furnished to the Declarant for its records. If after a period of twenty (20) days, if no action or response is provided by the Declarant, the lot owner may proceed to construction without further approval from the Declarant.

B Construction of improvements on a lot once started cannot be abandoned. The intent of this restriction is to prevent unsightly and/or hazardous excavations and partially completed structures. The normal period of completion for houses shall be presumed to be one year from the issue date of building permit. The normal period of completion time for out-buildings, or other improvements shall be presumed to be four months from issue date of building permit.

Section 3. Covenants, Restrictions and Affirmative Obligations Applicable to All Residential Lots

A A lot owner shall maintain and preserve his lot or lots in a clean, orderly and attractive appearance within this development.

B Until such time a public sewage system is available, sewage disposal shall be by septic tanks which shall be constructed and maintained in a manner satisfactory to the Davidson County Health Department or other appropriate regulatory agency.

C. All homes constructed in this subdivision must be supplied with water for normal domestic use from the water system of Davidson Water, Inc., or its successors.

D. No communication satellite dishes may be installed on any lot unless fully screened from view from the street front, and adjoining properties by appropriate landscaping, fencing or other screening. The erection, screening and placement of the satellite dish must be approved by the Declarant.

E. No building shall be erected or allowed to remain on any lot within the building setback lines shown on the recorded plat, or within 15 feet of the side lot line or within 25 feet of a back line. A detached garage or other outbuilding located 100 feet or more from the front lot line may be located no nearer than 10 feet of the side lot line.

F. No junk automobiles or other salvage shall be allowed to remain on any lot.

G. Clotheslines and garbage cans shall not be exposed to public view.

H. No noxious or offensive activity shall be carried on upon any lot. The interference of any stream or waterway so as to cause pollution or stagnation is prohibited. The throwing or dumping of trash, garbage, and waste materials shall not be permitted on any lot. There shall be no excavation made which does not pertain to the building or construction of a home.

I. No fowl or animal of any kind shall be kept or allowed to remain on any lot. However, up to three (3) dogs, three (3) cats, and birds which are kept solely as household pets may be allowed, provided that the keeping thereof shall not be a nuisance or annoyance to the community or dangerous to public health.

J. No trailer, mobile home, double-wide home, manufactured home of any type or modular home, basement without superstructure, tent, barn, garage, or other outbuilding shall at any time be used as a residence, temporarily or permanently on any lot, nor shall any structure of a temporary character be used as a residence. Only homes built "on-site" shall be allowed to be used as a residence.

K. No motorbikes, mopeds, three-wheel bikes, or similar motorized vehicles shall be operated within the right-of-way of the streets and roads of the subdivision, neither on the paved portion of the roadway nor on the shoulders of the roadway. No motor homes, travel trailers, other recreational vehicles, school buses, vans, or large trucks may be parked within the right-of-way of the streets and roads of the subdivision, neither on the paved portion of the roadway nor on the shoulder of the roadway.

L. No tractor or trailer, or combination thereof (except a moving van being used to move furniture to or from a house) shall be permitted to remain on any lot or any street in the subdivision for a longer period than two consecutive hours.

M. Within sixty (60) days following completion of a house on any lot in the subdivision, the lawn surrounding such house shall be appropriately landscaped and shall thereafter be kept mowed and maintained in a neat and attractive appearance.

N. Declarant reserves the right to erect and maintain signs designating streets and any other signs that will aid in the development of Carolina Pines I, Phase 2. Individual signs at residences' entrances must be approved by the Declarant. No sign boards of any description shall be displayed on any residential lot with the exception of signs "For Sale" or "For Rent" which signs shall not be larger than two feet by three feet.

O. Declarant reserves an easement for, and the right at any time in the future, to grant rights of way for the installment, erection and maintenance of public utilities, including but not limited to electric, gas, propane, water, sewer, and cable television lines, and other necessary improvements on, under, and across lots and as shown on the recorded plat.

P. No provision of these restrictions shall prevent the combination or combinations and redivision of one or more lots as shown on the plat of this subdivision into a single building site, if the combination or combinations and redivision does not increase the total number of building sites in this subdivision. The resulting building site and structures erected thereon must comply with these restrictions, and the new property line of the resulting building site shall be used to compute the setback lines set forth in paragraph E above and to locate the utility easements set forth in paragraph O above.

Q. No street shall be laid out or opened across or through any of said lots except as such streets may now appear on the plat for this subdivision except with the express consent of the Declarant. Declarant shall have the right and power to approve the opening of any street across a lot owned by Declarant without the joinder or consent of any other owners of lots in the subdivision.

R. Erosion Control

(i) It shall be a lot owners sole responsibility to maintain effective measures to insure the proper erosion control of soil unearthed or disturbed by lot owner or any agents, employees or any other party that may enter upon or perform work on said property. Said responsibilities shall include, but not be limited to, reseeded shoulders, banks and slopes, cleaning out retention banks from washed debris or replacing any disturbed materials, or installing silt traps or other measures as required by County or State regulations. Immediately upon driveways being dug or graded, sufficient stone must be immediately placed upon same to prevent the wash of any mud onto the streets or roads of the subdivision or upon adjoining properties.

(ii) Lot owners shall have full responsibility to prevent any damage to paved roads or streets in the subdivision caused by heavy equipment of any kind which is brought into the subdivision by lot owner, or any of lot owner's agents, employees, contractors, sub-contractors, or any other person that may enter upon or perform work on the lot, and said lot owner shall be responsible for the cost of repair of any such damage which may occur.

(iii) Upon failure of a lot owner to maintain erosion control or to repair any damage or clean up to the road or street or any adjoining property or otherwise comply with paragraphs (i) and (ii) above, Declarant may take any necessary measures to maintain erosion control or repair any damage, lot owner shall indemnify and save Declarant harmless from any loss, damage or any money expended by Declarant to maintain erosion control and otherwise bring the road or street or lot into compliance with these provisions.

S No existing tree on any lot which is eight inches or more in diameter at ground level may be removed from any lot without prior approval of the committee, unless located within ten feet of the main dwelling or accessory buildings

T There shall be no structure placed or erected, nor vehicles or other personal property stored within the area designated as "150' Access & Utility Esmt" shown on plat recorded in Plat Book 31, page 63, Davidson County Registry

ARTICLE II

ROAD MAINTENANCE AGREEMENT

1. There is a private roadway providing access to Lots Nos. 1, 2, 3, 4 and 5 of Carolina Pines I, Phase 2 and to the tract of John R. Gantt, (Deed Book 575, page 189) located within the area designated as "150' Access & Utility Esmt" on plat recorded in Plat Book 31, page 63, Davidson County Registry. Said street shall be privately maintained proportionately by the owners of Lots 1, 2, 3, 4 and 5. Each lot owner, his heirs and assigns, shall maintain the private street in a state of good condition and repair for all weather and seasons. The lot owners shall meet from time to time to decide on the maintenance work to be performed. Meetings shall be conducted by telephone or other convenient method.

2. The obligation for maintenance of the roadway described herein shall be appurtenant to and run with the lots described herein; and all purchasers of lots herein, their successors and assigns, shall take the land subject to the obligations established by this agreement.

ARTICLE III

VALIDITY AND ENFORCEMENT

Section A. Enforcement

A. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any other person or persons owning any of the lots in said subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any

such covenants and restrictions, and either to prevent him or them from so doing or to recover damages for such violation, it being understood that this right extends not only to the present owner of said subdivision, but also to any future lot owners thereof.

B. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 2. Appurtenant to Land

These covenants and restrictions are to run with the land and shall be binding on the parties herein and all persons, firms or corporations purchasing lots and those claiming under them until January 1, 2035, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenants and restrictions in whole or in part.

ARTICLE IV

RIGHT OF MODIFICATION

Declarant has developed this subdivision pursuant to a general plan or scheme of development and does not intend to abandon this general plan. However, Declarant reserves the right to modify or change any of the above restrictions by written consent, duly acknowledged and recorded in the Office of the Register of Deeds of Davidson County, North Carolina, which written consent may be given or withheld within the uncontrolled and sole discretion of Declarant as he deems best for the general plan or scheme of development.

IT WITNESS WHEREOF, Declarant, 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, this the ~~30~~²⁹ day of March, 2000.

LEXINGTON REALTY, INC.


Secretary

By: 
President



IRVIN R. SINK
NOTARY PUBLIC
DAVIDSON COUNTY, N.C.

STATE OF NORTH CAROLINA
COUNTY OF DAVIDSON

I, the undersigned, a Notary Public, do hereby certify that Lisa L. Conner personally appeared before me this day and acknowledged that he is _____ Secretary of LEXINGTON REALTY, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its names by its _____ President, sealed with its corporate seal and attested by him/her as its _____ Secretary.

Witness my hand and official seal, this 29th day of March, 2000.

My commission expires: 3-26-04 _____
Notary Public

DAVIDSON COUNTY, N.C.

Notary Public - Davidson County
The foregoing for record is certified to be true
Irvin R. Smith
Notary Public (Notaries Public is certified to be true)
this 29 day of March
Ronald W. Gilmour, Register of Deeds
Michelle Dorey



CAROLINA FOUNDATION SOLUTIONS, LLC

P.O. BOX 2228, BURLINGTON, NC 27216
2771 ALAMANCE ROAD, BURLINGTON, NC 27215
TOLL FREE 1-877-770-7050 • FAX 336-395-7051 • WWW.CAROLINAFOUNDATION.COM

July 3, 2017

Mr. Jimmy Lively
5360 Muirfield Drive
Lexington, NC 27295

Phone: 336-956-3405
Email:

Re: Installation of Underpinning Helical Piers
5360 Muirfield Drive
Lexington, NC 27295

Carolina Foundation Solutions proposes to furnish all labor, equipment, tools, insurance, services, and supervision necessary to complete the above referenced project according to the terms and conditions further defined within the content below:

INSTALLATION OF UNDERPINNING HELICAL PILES

1. Carolina Foundation Solutions proposes to install a total of three [3] underpinning helical pile(s) to support and stabilize areas of the foundation along the left side of the home at the locations and per the recommendations specified within the report dated 6/27/17 and prepared by Geoscience & Technology, PA.
2. The pier systems will consist of all A.B. CHANCE material (RS2875 material with underpinning brackets) that will be made of hot dipped galvanized steel and made in the USA.
3. We shall first excavate the soils along the base of the foundation at the proposed helical pile location(s) using a mini excavator. The soils must be excavated to a depth that exposes the bottom of the footing at the proposed pile location(s).
4. Once the excavation process has been completed, the helical pile(s) shall then be installed using a mini excavator, which is equipped with a calibrated hydraulic rotary drive head and patented CHANCE digital torque indicator. The helical pile(s) shall be installed down to suitable load bearing soils and/or bedrock (each to a proposed total depth of seven [7] to twenty one [21] feet).
5. The helical pile(s) shall be installed to support an ultimate capacity of 20 kips (2,180 foot pounds) as specified by the licensed professional engineer.
6. Once the pile(s) have reached the proper depth and yielded the proper torque rating (minimum of 2,180 ft.-lbs.), we shall then install the underpinning brackets. The brackets shall rest beneath the bottom of the footing and secured to the outer face of the footing. T-pipes shall then be placed on top of the pile shaft and fastened to each underpinning bracket.
7. A load shall then be applied to the pile system(s) using hydraulic jack kits in a manner which shall properly support the foundation. **NOTE:** Although we will attempt to lift the settled sections of the foundation, we cannot and will not make any guarantee that any existing cracks or separation will close.
8. Once the helical pile(s) have been completely installed, the excavated soils will be backfilled and tamped.

GENERAL NOTES

NONE

PRICING SUMMARY

INSTALLATION OF HELICAL PILE(S) = \$3,600.00

The price above includes all labor, material, equipment, and services necessary to install a total of three [3] underpinning helical pile(s), each to a proposed total depth of seven [7] to twenty one [21] feet.

35 Extra Feet x 20 = 700 + 3600.00 = 4300.00

TOTAL PROPOSED PRICE = \$3,600.00

EXCEPTIONS / CHANGES IN PRICING

- When installing the helical pile(s), if the proper torque rating is not reached within the proposed maximum depth of **21** feet and the soil conditions require the piers to be driven deeper, charges shall apply at a rate of **\$20.00** for each additional linear foot of material used.
- When installing the helical pile(s), if no torque is created and very poor soils conditions are encountered at and/or around the estimated total depth of **21** feet, and if deemed necessary, an extension with an additional helix (referred to as a tail) shall be used and charged at a rate of **\$185.00** per unit. This extension with an additional helix provides additional surface area, creating an increase in torque.
- When installing the helical pile(s), if found that the base of the concrete footing is located three feet below the grade level or more, the thickness of the footing is greater than 12 inches, and/or the face of the footing protrudes 12 inches or more from the face of the structure requiring additional and excessive excavation and/or additional and excessive chipping of the concrete, then charges of \$175.00 per hour shall apply.
- When installing the helical pile(s), if found that the footing conditions are less than ideal or that no footing exists, repairs/improvements/modifications will likely be required. The engineer will be notified, and the price to make the proper repairs will be determined based on the recommendations and instructions of the engineer. Due to the fact that the conditions can vary, the repairs and pricing can also vary; however, these repairs typically consist of installing steel angle and concrete, and are charged at a rate of \$45.00 per linear foot.
- In the event that the scope of work cannot be performed or completed as proposed due to unforeseen conditions or unexpected circumstances, CFS shall request compensation of \$600.00 for the costs of mobilization.

NOTE: *We require the client or a representative of the client to be available for consultation while the work is being performed. If we encounter a scenario where any of these additional charges would apply, we will immediately attempt to contact the customer representative to notify them of the situation and explain the reason for any changes to the proposed scope of work and/or proposed price.*

TERMS AND CONDITIONS

A deposit of 50% of the proposed price shall be due upon acceptance of the contract. The remaining balance shall then be due upon completion of the work and paid to crew leader upon completion of job or via credit card to Customer Service Representative in our corporate office.* Once we have received a signed copy of this proposal and the deposit, we will schedule the job at your earliest convenience. A monthly service charge of 1.5% per month will be added to and thereafter accrue upon the unpaid balance of all invoices that are 10 days past due. Customer agrees to pay all costs of collection, including a 15%

attorney's fee, should the services of an attorney be utilized in collection. Checks, cash, and credit cards (Master Card, Discover, or Visa) are accepted for all payments. **Please feel free to contact us if interested and wish to learn more about the financing options that we offer through EnerBankUSA.*

Should notice to proceed exceed 30 days following the date of this proposal, CFS reserves the right to make changes to the proposed scope of work and the pricing which is specified.

It is the responsibility of others to give our technicians an unobstructed work area. CFS has visited the site and does not anticipate any issues mobilizing our equipment, unless stated otherwise within the content above. **NOTE:** A source of power and water will be required in order to complete the work as specified. please inform CFS prior to acceptance of this contract if either of these resources will not be available.

Based on our experience and the information provided, we anticipate no problems with the use of helical pile(s). However, due to the limited soil information provided/available, CFS will not be held responsible if it is found that the helical piers are unable to reach or penetrate through to suitable load bearing soils due to loose rock, trash, or debris located beneath the surface. If this situation is encountered, it could require the need for other alternatives and additional engineering services requiring the need for the proposed pricing to be reevaluated. This situation could result in charges for the mobilization of our equipment and time spent attempting to install the helical piers (at a rate of \$175.00 per hour).

CFS cannot and will not guarantee that the existing cracks or separation within the brick, brick mortar joints, siding, stone, concrete, sheetrock, framing, and/or footings will close. Cosmetic repairs and/or repairs to cracks and separation of any such items are not included within the proposed scope of work unless otherwise noted within the content above.

Carolina Foundation Solutions cannot and will not be held responsible for any hidden structural deficiencies, any underlying issues, and/or any undisclosed problems that may exist within any components of the property or structure. CFS is not a licensed engineering company. The proposed repairs stated within this document are based on the recommendations stated within the report provided by the licensed professional engineer. Unless otherwise stated, this proposal is only for the installation of underpinning helical piers as a means of supporting and stabilizing the foundation along the noted areas as specified. CFS will not offer any guarantees for any areas, portions, or sections of the structure that are not repaired by CFS. The proposed scope of work does not cover or include any other repairs or improvements to any other items or components of the structure or property. Any and all other repairs or improvements shall be the responsibility of others.

CFS will call to request that all **public** underground utilities be located prior to the installation of helical piers. However, we will not be held responsible for the removal or replacement of any utility lines, meters, etc. which are found to prevent access and/or prevent the ability to install the helical piers at the proposed locations. CFS will not assume responsibility for damage or disturbance to any items located below the surface of the work area that are not properly located or disclosed such as components of irrigation systems, plumbing lines, drainage lines, components of landscape lighting, septic tanks, private utility lines, etc.

A transferable LIFE OF STRUCTURE WARRANTY for the helical pile(s) shall be provided and the warranty coverage will be valid once the final and full payment is received, and if the final and full payment is received within terms.

A signed copy of this proposal or a contract which references this proposal is necessary before adding your project to our present work schedule. The signed copy can be sent via email, mailed to P.O. Box 2228, Burlington, NC 27216, or faxed to (336) 395-7051. Please provide/confirm the correct billing/mailling address and the appropriate contact information.

Carolina Foundation Solutions is the premiere certified installer for A.B. CHANCE helical pier/pile/anchor systems in the Carolinas. CFS is the proud recipient of the **2010, 2013, 2014, & 2015 CHANCE/Foundation Technologies, Inc. "DEALER OF THE YEAR AWARD"** for the entire Southeastern U.S. Region and the **2012 A.B. CHANCE / Foundation Technologies, Inc. "CONSUMER CHOICE AWARD"** for the entire Southeastern U.S. Region. **CHANCE was established in 1912 and is the oldest, most experienced, and most trusted helical pier manufacturer in the world.** Carolina Foundation Solutions takes pride in providing quality customer service using only the best and most trusted products, to ensure that the job is done properly.

Thank you for asking us to work with you regarding this job. Should you have any questions or if any additional information is needed, please contact us at your convenience.

Sincerely,

Gary S. McLamb

CAROLINA FOUNDATION SOLUTIONS, LLC

Mobile: 336-516-0308 • Office: 336-395-7050 • Email: gary@carolinafoundation.com



2010 Dealer of the Year Award – for the entire Southeast U.S. Region
 2011 Angie's List Super Service Award
 2012 Angie's List Super Service Award
 2012 Consumer Choice Award – for the entire Southeast U.S. Region
 2013 Dealer of the Year Award – for the entire Southeast U.S. Region
 2014 Angie's List Super Service Award
 2014 Dealer of the Year Award – for the entire Southeast U.S. Region
 2015 Angie's List Super Service Award
 2015 Dealer of the Year Award – for the entire Southeast U.S. Region

ACCEPTANCE:

Signature

Date

Printed Name

*

Signature

Date

*

Printed Name

INITIAL THE BOTTOM RIGHT CORNER OF EACH PAGE DESIGNATING UNDERSTANDING AND ACCEPTANCE OF EACH SECTION OF THIS PROPOSAL.

***All signatures are required by all owners if there are joint owners of the property.**

Signature authorizes Carolina Foundation Solutions to complete the scope of work as proposed within the contract above. By signing this document, you (the customer) understand and agree to the terms and conditions as specified within the content of this contract.

Invoice

Carolina Foundation Solutions, LLC

PO Box 2228
Burlington, NC 27216



Date	7/11/2017
Invoice #	6699

Sold To:	Jimmy Lively 5360 Muirfield Dr Lexington, NC 27295
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Project:	5360 Muirfield Dr Lexington, NC 27295
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Terms	Rep	Crew
Due upon Completion	GSM	Hurd

Service Date	Quantity	Description	Amount
7/6/2017	3	Furnish all labor, equipment, tools, insurance, and supervision necessary to install three (3) helical piers into load bearing soil to stabilize the foundation.	3,600.00T
	35	Additional feet at \$20.00 per foot.	700.00T
		Sales Tax	0.00

Please remit to address: Carolina Foundation Solutions PO Box 2228 Burlington, NC 27216		Total	\$4,300.00
		Payments/Credits	\$0.00
		Balance Due	\$4,300.00

Phone #	336-395-7050
Fax #	336-395-7051
E-mail	info@carolinafoundation.com
Web Site	www.carolinafoundation.com

A+ Rating with the Better Business Bureau!



Carolina Foundation Solutions, LLC

PO Box 2228
Burlington, NC 27216

Invoice

Date	Invoice #
7/11/2017	6699

PAID
08/04/2017

Sold To:	Project:
Jimmy Lively 5360 Muirfield Dr Lexington, NC 27295	5360 Muirfield Dr Lexington, NC 27295

Terms		Rep	Crew
Due upon Completion		GSM	Hurd
Service Date	Quantity	Description	
7/6/2017	3	Furnish all labor, equipment, tools, insurance, and supervision necessary to install three (3) helical piers into load bearing soil to stabilize the foundation.	
	35	Additional feet	
	3	2 7/8" x 7' Lead with 12" Helix (.203 Wall Thickness)	
	11	2 7/8" x 7' Extension (.203 Wall Thickness)	
	3	Bracket - 30 kip	
	3	T-PIPE - 40 kip for RS2875.203	
		REVISED INVOICE PER GARY MCLAMB	
		Sales Tax	

It's been a pleasure working with you!		Total	\$3,600.00
		Payments/Credits	-\$3,600.00
		Balance Due	\$0.00

Phone #	336-395-7050
Fax #	336-395-7051
E-mail	info@carolinafoundation.com

A+ Rating with the Better Business Bureau!

Web Site	www.carolinafoundation.com
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**Carolina Foundation Solutions, LLC**PO Box 2228
Burlington, NC 27216**Invoice**

Date	Invoice #
7/11/2017	6699

Sold To:
Jimmy Lively 5360 Muirfield Dr Lexington, NC 27295

Project:
5360 Muirfield Dr Lexington, NC 27295 <i>Pd</i> <i>8/4/17</i>

Terms		Rep	Crew	
Due upon Completion		GSM	Hurd	
Service Date	Quantity	Description		Amount
7/6/2017	3	Furnish all labor, equipment, tools, insurance, and supervision necessary to install three (3) helical piers into load bearing soil to stabilize the foundation.		3,600.00T
	35	Additional feet		0.00T
	3	2 7/8" x 7' Lead with 12" Helix (.203 Wall Thickness)		
	11	2 7/8" x 7' Extension (.203 Wall Thickness)		
	3	Bracket - 30 kip		
	3	T-PIPE - 40 kip for RS2875.203		
		REVISED INVOICE PER GARY MCLAMB Sales Tax		0.00

Please remit to address: Carolina Foundation Solutions PO Box 2228 Burlington, NC 27216		Total	\$3,600.00
		Payments/Credits	\$0.00
		Balance Due	\$3,600.00

Phone #	336-395-7050
Fax #	336-395-7051
E-mail	info@carolinafoundation.com

A+ Rating with the Better Business Bureau!

Web Site	www.carolinafoundation.com
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LIFE OF STRUCTURE WARRANTY

CAROLINA FOUNDATION SOLUTIONS, LLC

Upon total payment for services rendered, Carolina Foundation Solutions, LLC warrants all material and workmanship used in its helical pier stabilization process for the life of the structure from the date of completion of the pier stabilization work. The warranty is valid ONLY when payment for services is made within terms of the original proposal. This Life of Structure Warranty is transferable and assignable throughout its term among owners of the real property upon which the repaired structure is located. **The scope of this warranty shall be limited in accordance with the terms and conditions set forth below.**

Carolina Foundation Solutions, LLC represents and warrants that if at any time during the life of the structure the helical piers fail to perform as intended, Carolina Foundation Solutions, LLC will provide free adjustments, repair, or replacement of the helical piers. Failure to perform as intended occurs when the foundation within the Repair Area settles after the completion of the work provided that the settlement was caused by events other than those excluded below. This obligation to repair shall be limited to the cost of materials and workmanship. Only the area of the pier stabilization repair work starting at the first pier and extending to the last pier in a given group of piers (the "Repair Area") is covered by this life of structure warranty. Non-piered areas spanning between groups of piers and all other areas outside the Repair Area are excluded from this warranty. Warranty is void without total compliance of engineer's and CFS's recommendations. Carolina Foundation Solutions, LLC may, at its own discretion, place crack monitoring devices, equipment, and/or benchmarks on any questioned area to determine the direction or area of movement before adjusting or repairing.

Exclusions from this life of structure warranty include (i) upward movement of the foundation due to soil expansion; (ii) settlement of the interior floor, slab, or foundation except in the immediate area of the helical pier stabilization work (Repair Area); (iii) any repair which is the result of consequential damages including damage to furnishings and personal property, paint or wallpaper, and rigid construction materials such as brick, mortar, sheetrock and concrete; (iv) vandalism or the intentional or negligent acts of the homeowner or a third party; (v) failure of homeowner to implement drainage and other suggestions by CFS or engineer; and (vi) damage caused by catastrophic events or acts of God such as earthquake, flood, fire, tornados, hurricanes, landslides, seismic explosions, or other casualty.

This warranty is given only for settlement of the structure in the direction (vertical or horizontal) specified in the Agreement. Warranty does not apply if Carolina Foundation Solutions, LLC is given or supplied any misinformation regarding subsurface conditions.

THE WRITTEN TERMS OF THIS LIFE OF STRUCTURE WARRANTY, AS EXPRESSED ABOVE, REPRESENT THE ENTIRE WARRANTY OBLIGATION OF CAROLINA FOUNDATION SOLUTIONS, LLC. NO OTHER AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE OR ARE MADE BY CAROLINA FOUNDATION SOLUTIONS, LLC. THE WARRANTY STATED ABOVE IS TENDERED IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED OF EVERY NATURE WHATSOEVER.

Warranty claims must be submitted in writing, accompanied by a fully executed copy of this Life of Structure Warranty and mailed to Carolina Foundation Solutions, LLC at P.O. Box 2228, Burlington, NC 27216. Once the claim has been filed, a field representative will visit your structure to evaluate the failure and determine the applicability and eligibility for warranty repairs.

Transferable Warranty - this warranty may be transferred to the Owner's immediate transferee provided the transferee notifies the Company in writing at the address below, within 30 days of the property's transfer date. The correspondence must include a transfer fee of \$100, the original Owner's name and address, transferee's name and address, and the date of the installation. The original warranty and a copy of the original invoice are also required.

Jimmy Lively

OWNER'S NAME
5360 Muirfield Dr.

PROPERTY ADDRESS
Lexington, NC 27295

CITY, STATE, ZIP CODE

07 06 2017

DATE WORK PERFORMED

CAROLINA FOUNDATION SOLUTIONS, LLC
P.O. BOX 2228
BURLINGTON, NC 27216
6699

INVOICE NUMBER

BY: *Chet Miller*

CHET MILLER

ABOUT HELICAL PILES

The helical pile system is a segmented deep foundation system with helical bearing plates welded to a central shaft. Load is transferred from the shaft to the soil through helical bearing plates. As a result of their true helical shape, the helices do not auger into the soil but rather screw into it with minimal disturbance.

The first section, called the lead section, contains the helical plates. The lead section can consist of one to four helices. If required, additional helices can be added with the use of helical extensions.

Plain extensions are then added until the lead section penetrates the bearing strata and the necessary or appropriate torque is achieved. The true helix geometry of each steel bearing plate minimizes soil disturbance during installation.

The helical pile foundation is preferred over driven piles, drilled shafts, grouted tendons, auger-cast piles, belled piers and other deep foundation systems for a number of compelling reasons:

- Fast installation and immediate loading
- Pre-Engineered
- Eliminates high-mobilization costs associated with driven piles, drilled shafts or auger cast piles.
- Instant torque-to-capacity feedback for production control.
- Easily modified in the field.
- No need for concrete to cure.
- Uses common construction equipment easily fitted with hydraulically-driven torque motors.
- Easy to use in limited access sites, high water tables and weak surface soils.

SQUARE SHAFT VS. ROUND PIPE

A.B. Chance manufactures helical pile systems with shafts which range in size and vary in shape. There are many factors which dictate which type is the most ideal for any given project. The following is a brief overview of the difference between the round pipe and square shaft material:

SQUARE SHAFT

Advantages:

- Higher bearing capacity for a given installation torque
- Less soils are disrupted while piles are driven through the various layers
- Can penetrate farther into a given bearing strata, will penetrate soils which are of a higher density (are most ideal for use in regions where clay soils are most abundant)
- Solid shaft means less surface area which can be exposed to corrosive elements
- Easy to check and make adjustments after installation is complete. Due to the square shape, the drive head easily slides over the square shaped shaft

Disadvantages:

- Provides less lateral capacity (not ideal for use in extremely soft soil conditions)
- Provides less resistance to buckling and bending, which can be of concern when used in extremely soft soils
- Smaller shaft size provides less stiffness for sections above grade
- More expensive due to more material required for the construction of the solid shaft

ROUND PIPE

Advantages:

- Provides more lateral capacity due to the larger shaft size (ideal for use in regions where extremely soft soils are most abundant)
- Provides more resistance to buckling and bending, which can be of concern when used in extremely soft soils
- Larger shaft size provides greater stiffness for sections above grade
- Less expensive due to less material required for the construction of the hollow shaft

Disadvantages:

- Less bearing capacity for a given installation torque
- More soils are disrupted while piles are driven through the various layers
- Cannot penetrate through and into soils which are of a higher density due to the larger shaft size and larger cross section
- Hollow shaft means more surface area which can be exposed to corrosive elements. Hollow shaft allows open conduit to surface water
- Not easy to check and make adjustments after installation is complete if the top extension is cut. Due to the round shape the drive head cannot be attached until additional holes are drilled through the shaft