

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

COUNTY OF WAKE

NORTH CAROLINA LANDSCAPE )  
CONTRACTORS' LICENSING BOARD, )

Plaintiff, )

v. )

**CONSENT JUDGMENT**

ELIGIO ARMENTA MENDOZA t/a )  
ARMENTA LANDSCAPING, )

Defendant. )

The undersigned Superior Court Judge, having reviewed the signatures of the parties to this document, makes the following findings of fact, conclusions of law, and orders accordingly:

**FINDINGS OF FACT**

1. Plaintiff, the North Carolina Landscape Contractors' Licensing Board (hereinafter "Plaintiff Board"), is an agency of the State of North Carolina created under the authority of Chapter 89D of the North Carolina General Statutes.
2. Upon information and belief, Defendant Eligio Armenta Mendoza t/a Armenta Landscaping, ("Defendant") is:
  - a. A citizen and resident of Forsyth County who resides at 1158 Crescent Court, Winston Salem, North Carolina 27127; and
  - b. Not presently and was not previously licensed by Plaintiff Board as a "Landscape Contractor," as that term is defined by N.C. Gen. Stat. § 89D-11(3).
3. Plaintiff Board is charged with the regulation of landscape contractors in North Carolina and is authorized to bring this action under N.C. Gen. Stat. § 89D-24(a) which provides:

If the Board finds that a person who does not have a license issued under this Chapter is engaging in the practice of landscape construction or contracting, the Board may appear in its own name in superior court in actions for injunctive relief to prevent any person

from violating the provisions of this Chapter or the rules adopted by the Board.

4. N.C. Gen. Stat. § 89D-11 defines “Landscape Contractor” as “Any person who, for compensation or other consideration does any of the following:
  - a. “Engages in the business requiring the art, experience, ability, knowledge, science, and skill to prepare contracts and bid for the performance of landscape services, including installing, planting, repairing, and managing gardens, lawns, shrubs, vines, trees, or other decorative vegetation, including the finish grading and preparation of plots and areas of land for decorative utilitarian treatment and arrangement.
  - b. Practices the act of horticulture consultation or planting design for employment purposes.
  - c. Constructs, installs, or maintains landscape drainage systems and cisterns; provided the landscaping contractor makes no connection to pipes, fixtures, apparatus, or appurtenances installed upon the premises, or in a building to supply water thereto or convey sewage or other waste therefrom as defined in G.S. 87-21.
  - d. Designs, installs, or maintains low-voltage landscape lighting systems, provided (i) the work does not exceed the scope of the exception set forth in G.S. 87-43.1(7) and (ii) the low-voltage lighting systems do not exceed 50 volts and constitutes a Class II or Class III cord and plug connected power system.
  - e. Engages in the construction of garden pools, retaining walls, walks, patios, or other decorative landscape features.”
5. N.C. Gen. Stat. § 89D-11(2) defines “Landscape construction or contracting” as “The act of providing services as a landscape contractor, as defined in this section for compensation or other consideration.”
6. N.C. Gen. Stat. § 89D-12(a) provides:

Except as otherwise provided in this Chapter, no person shall engage in the practice of landscape construction or contracting, use the designation “landscape contractor,” or advertise using any title or description that implies licensure as a landscape contractor unless the person is licensed as a landscape contractor as provided by this Chapter. All landscape construction or contracting performed by a

partnership, association, corporation, firm, or other group shall be performed under an individual who is readily available to exercise supervision over the landscape construction and contracting work and who is licensed by the Board under this Chapter.

7. N.C. Gen. Stat. § 89D-13(5) provides a limited exception for projects “where the price of all contracts for labor, material, and other items for a given job site during any consecutive 12-month period is less than thirty thousand dollars (\$30,000).”
8. Defendant engaged in the practice of landscape construction or contracting in violation of N.C. Gen. Stat. § 89D-12(a). Specifically, on or about April 12, 2024, Defendant entered into a contract with Pebble Book Association (“HOA”) to provide landscaping services at property managed by the HOA and/or located at 686 Rock Garden Circle, Winston-Salem, Forsyth County, NC 27104. The contract scope of work included:
  - a. Lawn Maintenance;
  - b. Turf Management; and
  - c. Shrub and Bed Maintenance.
9. The contract price was \$3,600.00 a month for twelve (12) months, or \$43,200.00 a year.
10. By entering into a contract for landscaping services in excess of \$30,000.00 during a 12-month period without first obtaining requisite licensure from Plaintiff Board or qualifying for any of the licensure exemptions set forth in N.C. Gen. Stat. § 89D-13 Defendant has engaged in the unlicensed practice of landscape construction and contracting.
11. Plaintiff Board is entitled to have the Court restrain and permanently enjoin Defendant from any further conduct in violation of the law.
12. This Order is enforceable by the contempt powers of this Court, including the imposition of fines and/or imprisonment in the event of contempt of this Order.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

- I. That Defendant be permanently enjoined from the practice of landscape construction or contracting in North Carolina, until such time, if ever, Defendant is properly licensed by Plaintiff Board.
- II. That Defendant be permanently enjoined from advertising as a license landscape contractor in North Carolina, until such time, if ever, Defendant is properly licensed by Plaintiff Board.
- III. That the costs of this action, including Plaintiff Board's reasonable costs and attorneys' fees associated with the investigation and prosecution of Defendant's violation, be taxed against Defendant in the amount of \$290.29 Defendant shall remit payment to the Board within thirty (30) days after service of the fully-executed Order.
- IV. That Defendant shall comply with all provisions set forth in N.C. Gen. Stat. § 89D-12 and 13.

This the \_\_\_\_ day of \_\_\_\_\_, 2025.

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Superior Court Judge Presiding

**CONSENTS:**

Consent to entry of the foregoing is hereby acknowledged.

**ELIGIO ARMENTA MENDOZA t/a ARMENTA  
LANDSCAPING**

By: Eligio Armenta

Eligio Armenta Mendoza

\_\_\_\_\_  
Print Name

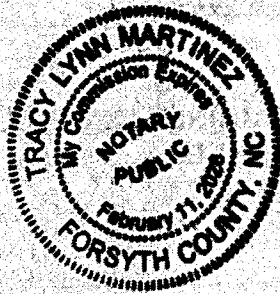
STATE OF NORTH CAROLINA )

) ss.:

COUNTY OF FORSYTH )

I, Tracy Lynn Martinez a Notary Public of the aforesaid County and State do hereby certify that Eligio Armenta Mendoza, appeared before me this day and acknowledged the due execution of the foregoing Affidavit of Service.

Witness my hand and notarial seal, this the 6<sup>th</sup> day of February, 2025.



Tracy Lynn Martinez  
Signature of Notary Public

Tracy Lynn Martinez  
Typed or Printed Notary Name

My Commission Expires: 2-11-2028

A handwritten signature in black ink, appearing to be "Kevin Altman".

Kevin Altman, Attorney for Defendant  
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