

**BAXTER STATION PHASE 1 BOND COMPUTATIONS**

**2-22-24**

**Phase 1 Amounts:**

Sidewalk Bond: 5,148 l.f. in phase 1 = 2,860 sq. yd. @ \$46/ sq yd	
= \$131,560.00 x 115% =	\$151,294.00
Pavement Markings: \$4,750 x 115% =	\$ 5,462.5.00
Street Lights (prepaid to Dominion):	\$      0.00
Street Trees, Buffer Trees & Shrubs: \$46,200.00 x 115% =	\$ 53,130.00
Mail Boxes: (Ordered)	<u>      0.00</u>
<b>Phase 1 Total =</b>	<b>\$209,886.50</b>

PROPOSAL / QUOTATION

BISSELL PROFESSIONAL GROUP

Beach Contractors, Inc.
2969 S Military Hwy
Chesapeake, VA 23323
757-967-9970

PROJECT
BAXTER STATION SIDEWALKS
MOYOCK, NC
PLAN DATE: 4/28/2022

Contact: MARK BISSELL
Phone:
Fax:
Email: mark@bissellprofessionalgroup.com
Bid Date:
Proposal: 0

Table with 5 columns: DESCRIPTION, QTY, COST, UNIT, AMOUNT. Row 1: 4" CONC. SIDEWALK NONREINFORCED (BROOM FINISH) @ NUMBERED LOTS, 4886.00, \$46.00, SY, \$224,756.00

EXCLUDES: STD EXCLUSIONS LINE 5 BELOW

- TERMS AND CONDITIONS:
1. Item base bid. Qty's to be determined by actual field measurements upon completion of work.
2. Any broken and/or damaged concrete to be repaired on time and material basis.
3. All work to be accessible by truck under its own power with no external assistance.
4. Grade: to be + or - 0.10'
5. Price excludes: permits and bonds, engineering, surveying, layout, independent testing, traffic control, excavation, landscaping, stone under concrete, select fill, (not responsible for unsuitable subgrade, undercut or fill), concrete pumping, concrete sealing, joint sealing and any associated sawcutting, concrete steps, drop inlet/drain box collars, brick pavers, retaining walls, footers, mechanical/electrical pads, dowels and bollards, unless otherwise noted above.
6. Prices: Are based on the total of all line items identified above. If 25% or more of items are deleted from total quote, as presented above, the unit prices quoted no longer applies and will need to be re-evaluated. Prices are good for 90 days from proposal date.
7. Change Orders: No Changes will be performed until a fully documented change is executed and approved by the Contractor.
8. Payment: Will be paid to Beach Contractors, Inc. regardless of terms set between the GC and owner. Net 30 days from invoice date, unless otherwise agreed to in writing with Beach Contractors, Inc.
9. Retainage: All retainage to be paid within 90 days of substantial completion or if job is halted for more than 90 days.
10. Service Charge: Purchaser agrees to pay Beach Contractors, Inc. a service charge of 1.5% per month, an annual percentage rate of 18%, on any outstanding balance/invoices past due. This service charge is in addition to and not in lieu of any other remedies Beach Contractors, Inc. may have provided; however, Beach Contractors Inc. reserves the right to require payment in advance.
11. Attorneys' Fees: Should this account be placed in the hands of an attorney for collections, purchaser agrees to pay an attorney fee of (25%) of the total amount due at the time the account is referred to the attorney. Purchaser further agrees to pay all court costs incurred by RCC, Inc.
12. Warranty: Beach Contractors, Inc., as Subcontractor on the project, does hereby guarantee that all work, executed under the plans and specifications provided will be free from defects of materials and workmanship for a period of one (1) year, beginning from the date of substantial completion or determined by Beach Contractors, Inc. All defects occurring within that period shall be replaced or repaired at no cost to the Owner; ordinary wear or tear and unusual abuse or neglect notwithstanding. See note 2.

Table with 2 columns: TOTAL PROPOSAL COST, \$224,756.00

Acceptance: The above terms, conditions and descriptions are satisfactory and are hereby accepted. Must sign and return prior to work commencement.

Submitted By: [Signature] Brian Hamilton, Vice President
Date: 2/6/2024
Accepted by:
Date:

## Mark Bissell

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**Subject:** FW: 4671 RE: PAVEMENT MARKINGS Baxter Phase 1

From: patrick whitehurstsand.com <patrick@whitehurstsand.com>  
Sent: Thursday, February 22, 2024 8:45 AM  
To: Mark Bissell <mark@bissellprofessionalgroup.com>  
Subject: Re: 4671 RE: PAVEMENT MARKINGS Baxter Phase 1

\$4,750.00 would cover all of it using paint. No thermoplastic.

Patrick Whitehurst | Vice President  
<<http://www.whitehurstsand.com/>>  
233 Woodville Road | Hertford, NC 27944  
Tel (252) 264-3027, Ext. 26 | Mob (252) 312-7999 \_\_\_\_\_

From: Perry Arnette <parnette@qhoc.com <mailto:parnette@qhoc.com> >  
Sent: Friday, February 02, 2024 1:12 PM  
To: patrick whitehurstsand.com <patrick@whitehurstsand.com <mailto:patrick@whitehurstsand.com> >  
Cc: Mark Bissell <mark@bissellprofessionalgroup.com <mailto:mark@bissellprofessionalgroup.com> >  
Subject: PAVEMENT MARKINGS

Patrick, can you please provide a proposal for pavement markings for Baxter. You will find the scope on sheet 10. Please send it to Mark Bissell and copy me.

Perry Arnette  
Land Portfolio Manager  
417-D Caratoke Hwy  
Moyock NC 27958  
757-478-1205 C  
252-435-2718 O  
parnette@qhoc.com <mailto:parnette@qhoc.com>

# Coastal Landscapes, Inc.

P.O. Box 57038  
 Virginia Beach, VA 23457  
 757-721-4109 Office  
 757-426-8585 Fax

# Bid

Date	Bid #
2/14/2024	BAXTER STAT

Name / Address
QHOC HOMES 417 CARATOKE HWY UNIT D MOYOCK, NC 27958

P.O. No.	Project/Job

Item	Qty	Description	Cost	Total
		BAXTER STATION		
		BUFFER		
TREE	154	CANOPY TREE 2" CAL OR 8'HT	60.00	9,240.00
TREE	224	UNDERSTORY TREE 1.5" CAL OR 6'HT	60.00	13,440.00
SHRUBS	480	SHRUBS 3 GALLON	20.00	9,600.00
TREE	232	STREET TREES 2" CAL OR 8'HT	60.00	13,920.00
			<b>Total</b>	\$46,200.00
E-mail	admin@coastallandscapes.hrcoxmail.com			

Coastal Landscapes, Inc., will provide materials and labor for proposed landscape. All plant materials are guaranteed for a period of one year from date planted. There is no guarantee on annuals, sod, seed, bulbs, perennials, palms or plants provided by owner/contractor. Plants that have been subject to extreme climatic conditions (i.e. flood, freeze, drought), neglect, improper watering, mechanical or animal damage will void guarantee. Unless otherwise noted, this bid does not include: maintenance, watering, grading, irrigation, soil amendments/testing, seed, sod or edging.

\_\_\_\_\_  
 Signature & Date

Make Checks Payable to:

U.S. Mail Supply, Inc.  
1553 E. Racine Ave.  
Waukesha, WI 53186

# Invoice

Date	Invoice #
2/7/2024	59145

<b>Bill To</b>	<b>Ship To</b>
Quality Homes of Currituck Justin Old 417 Caratoke Highway, Unit D Moyock, NC 27958	Quality Homes of Currituck c/o Baxter Station Justin Old (252) 435-2718 417 Caratoke Hwy Unit D Moyock, NC 27958

P.O. No.	Terms	Ship Date	Ship Via	FOB
email	Net 30	2/28/2024	Truck Line	DOCK

Item	Qty	Description	Rate	Amount
F181570-16	3	PLEASE REVIEW INVOICE TO ENSURE ORDER IS CORRECT AND SHIPPING INFORMATION IS CORRECT. ALL SHIPMENTS MUST BE ACKNOWLEDGED AND SIGNED FOR. ANY ADDITIONAL FEES IF SHIPMENT IS REDIRECTED OR A DELIVERY APPOINTMENT IS NOT KEPT. We will charge you the additional fees.  F-Series Cluster Box Unit - 16 Door Unit - Includes Pedestal - Complies With 1118-F USPS Specs. FINISH: DARK BRONZE DOOR ID: ENGRAVED 1-48; '1P' - '6P'	1,889.00	5,667.00T
Shipping		FREE SHIPPING VIA MOTOR FREIGHT ON A PALLET--INCLUDES LIFT GATE SERVICE (NOT INSIDE DELIVERY), AND 24 HOUR PRE-DELIVERY NOTIFICATION BY THE FREIGHT COMPANY. A SIGNATURE IS REQUIRED FOR EVERY SHIPMENT.  *** IMPORTANT! – Someone MUST be present to sign and accept the delivery. THE PALLETS WILL BE SHRINK WRAPPED IN RED. THE BILL OF LADING WILL HAVE NUMBER OF PALLETS & NUMBER OF CARTONS. IF THE DELIVERY DOESN'T MATCH OR ANY DAMAGED OR MISSING CARTONS SHOULD BE EITHER REFUSED AND/OR NOTED ON THE DELIVERY RECEIPT AND U.S. MAIL SUPPLY SHOULD BE CONTACTED IMMEDIATELY!! WE ARE NOT LIABLE FOR ANY DAMAGED OR MISSING CARTONS AFTER 3 DAYS OF DELIVERY.	531.00	531.00T

Thank you for your business at US Mail Supply!	<b>Subtotal</b>	\$6,198.00
	<b>Sales Tax (6.75%)</b>	\$418.37
	<b>Total</b>	\$6,616.37
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$6,616.37

ROY COOPER  
Governor  
ELIZABETH S. BISER  
Secretary  
RICHARD E. ROGERS, JR.  
Director



February 22, 2024

CURRITUCK COUNTY WATER DEPARTMENT  
ATTN: DONAL I. MCREE, COUNTY MANAGER  
153 COURTHOUSE ROAD  
CURRITUCK, NC 27929

Re: **Partial Final Approval**

Partial Final Approval Date: February 22, 2024

BAXTER STATION

Serial No.: 22-00951

Water System Name: CURRITUCK COUNTY WATER  
SYSTEM

Water System No.: NC0427010

Currituck County

Dear Sir/Madam:

The Department received an Engineer's Certification and an Applicant's Certification specifying the portion of the referenced project that has been completed. The Engineer's Certification describes the project as "**BAXTER STATION** : 8-inch WMs along Baxtor Station Blvd, Tuscorora Lane, and Heritage Tree Manor to serve Lots 1-10, 34-56, and 72-80".

The Engineer's Certification verifies that the portion of the project described above was completed in accordance with the engineering plans and specifications approved under Department Serial Number 22-00951. The Applicant's Certification verifies that an Operation and Maintenance Plan and Emergency Management Plan have been completed and are accessible to the operator at all times and available to the department upon request and that the system will have a certified operator as required by 15A NCAC 18C .1300.

Final approval will be issued upon certifying the remaining portions not covered by this **partial approval**. Note that the "Authorization to Construct" is valid for thirty-six (36) months from the issue date and the remaining construction must be completed within this period in accordance with Rule .0305(a).

The Department has determined that the requirements specified in 15A NCAC 18C .0303(a) and (c) have been met, and therefore, issues this **Partial Final Approval** in accordance with Rule .0309(a).

Sincerely,

Handwritten signature of Rebecca Sadosky.

Rebecca Sadosky, Ph.D., Chief  
Public Water Supply Section  
Division of Water Resources, NCDEQ

cc: JAMIE MIDGETTE, P.E., Regional Engineer  
Currituck County Health Department  
BISSELL PROFESSIONAL GROUP



North Carolina Department of Environmental Quality | Division of Water Resources  
512 North Salisbury Street | 1634 Mail Service Center | Raleigh, North Carolina 27699-1634  
919.707.9100

MARK S. BISSELL  
BISSELL PROFESSIONAL GROUP  
PO BOX 1068  
KITTY HAWK, NC 27949

ARTICLES OF INCORPORATION OF  
BAXTER STATION PROPERTY OWNERS' ASSOCIATION, INC.

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

1. The name of the corporation is BAXTER STATION PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter "Corporation").
2. The corporation is not a charitable or religious corporation as defined in N.C.G.S. §55A-1-40(4).
3. The street address and county of the initial registered office of the corporation is 301 South Road Street, Elizabeth City, Pasquotank County, North Carolina.
4. The mailing address, if different from the street address of the initial registered office, is 417 Caratoke Highway, D, Moyock, NC 27958.
5. The name of the initial registered agent is Quality Homes of Currituck.
6. The name and address of each incorporator are as follows: Justin Old, 417 Caratoke Highway, D, Moyock, NC 27958.
7. The corporation will have members.
8. Upon the dissolution of the corporation, the Executive Board shall, after paying or making provision for the payment of all liabilities of the corporation, dispose of all of the assets of the corporation by transfer to such organization or organizations organized and operated for the same purposes for which this corporation was organized and operated at the time of the dissolution. Any assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located, exclusively for the purposes set out herein or to such organization or organizations which are organized and operated exclusively for the purposes as said court shall determine.
9. Any other provisions which the corporation elects to include are stated below.
10. There is no principal office for the corporation.
11. These articles will be effective upon filing.
12. The period of duration of the corporation shall be perpetual.
13. The corporation shall have all the powers granted to nonprofit corporations under the laws of the State of North Carolina. Notwithstanding any other provisions of these



Articles, this corporation shall not carry on any activities not permitted to be carried on by a similar nonprofit corporation exempt from federal income tax under the Internal Revenue Code. It is further provided that no part of the net earnings of the corporation shall inure to the benefit of or be distributable to, the members, directors or officers of the corporation provided, however, that members of the corporation may receive a rebate of any excess dues and assessments.

14. Except as provided by §55A-2-02 (b)(4) of the North Carolina General Statutes, no director shall be personally liable for monetary damages as a result of any action for breach of his duty as a director, whether by or in the right of the Corporation or otherwise.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Justin Old, Incorporator

DRAFT

BYLAWS OF  
BAXTER STATION PROPERTY OWNERS' ASSOCIATION, INC.,  
A Non-Profit Corporation

ARTICLE I

NAME AND LOCATION

The name of the corporation is BAXTER STATION PROPERTY OWNERS' ASSOCIATION, INC. The principal office of the corporation shall be located at 417 CARATOKE HIGHWAY, D, MOYOCK, NC 27958, or at such other place as designated by the Board of Directors, but meetings of Members and Directors may be held at such places within the State of North Carolina as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The Definitions section contained in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAXTER STATION, as amended, shall apply with equal force and effect to these Bylaws.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. ANNUAL MEETINGS: The first annual meeting of Members shall be held within sixty (60) days after Turnover of the Association by the Developer. Subsequent annual meetings of Members shall be held on the same day of the month of each year thereafter at the hour of ten o'clock A.M. If the day for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

Section 2. SPECIAL MEETINGS: After Turnover, special meetings of Members may be called at any time by the President or by two (2) Members of the Board of Directors or upon written request, via paper writing or email, of Members who are entitled to vote fifty-one (51%) of all votes of the membership.

Section 3. NOTICE OF MEETINGS: Written notice, via paper writing or email, of each meeting

of Members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days, but not more than thirty (30) days, before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of receiving notice. Such notice shall specify the day, hour and place of the meeting and in the case of a special meeting, the purpose of the meeting.

Section 4. OUAORUM: The presence at the meeting, in person or by proxy, of Members entitled to cast a majority of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these Bylaws. If a quorum is not present at any meeting, the Members present who are entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. PROXIBS: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate on conveyance by him of his Lot or Dwelling Unit.

#### ARTICLE IV

##### BOARD OF DIRECTORS: TERM OF OFFICE; REMOVAL

Section 1. NUMBER: The affairs of the Association shall be managed by not less than three (3) or more than seven (7) directors, who, after Turnover, shall be duly elected by the Members of the Association from among the Members.

Section 2. TERM OF OFFICE: Directors shall serve a two (2) or three (3) year staggered term and until their successors are duly appointed or elected, as the case may be.

Section 3. REMOVAL: After Turnover, any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

ARTICLE V

BOARD OF DIRECTORS; MEETINGS

Section 1. REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held annually, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. QUORUM: A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

ARTICLE VI

BOARD OF DIRECTORS; POWERS AND DUTIES

Section I. POWERS: The Board of Directors shall have the power to do the following:

- (a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities including the personal conduct of the members and their guests thereon, and to establish penalties for infractions of such rules and regulations.
- (b) Suspend any Member's voting rights and right to use of the recreational facilities located in the Common Areas during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations.
- (c) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws.
- (d) Employ a manager, independent contractors, and such other employees as they

may deem necessary, and to prescribe their duties.

Section 2. DUTIES: The Board of Directors shall have the following duties:

- (a) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;
- (b) As more fully provided in the Declaration, to
  - (1) Fix the amount of the annual assessment against each Lot or Dwelling Unit in advance of each annual assessment period;
  - (2) Send written notices of each assessment to every Owner subject thereto in advance of each assessment period; and
  - (3) Foreclose the lien against any Lot or Dwelling Unit for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same.
- (c) To issue, or cause an appropriate officer to issue on demand by any person a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of such certificates.
- (d) To procure and maintain liability and hazard insurance on all property owned by the Association.
- (e) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (f) To cause all property owned by the Association to be maintained.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

Section I. ENUMERATION OF OFFICES: The officers of the Association shall be a President

and Vice President, both of whom shall at all times be members of the Board of Directors, and a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of members.

Section 3. TERM: The officers of the Association shall be elected annually by the Board. Each officer shall hold office for a staggered term of two (2) or three (3) years unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS: The Board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section-. RESIGNATION AND REMOVAL: Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time, specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. V CANCELS: A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 7. MULTIPLE OFFICES: No person shall simultaneously hold more than one of any of the offices, except in the case *bf* special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES: The duties of the officers are as follows:

- (a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds, and other instruments.
- (b) Vice President: The Vice President shall act in the place of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties -as may be required of him by the Board.

- (c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall keep the corporate seal of the Association and affix it to all papers so requiring; shall serve notice of meetings of the Board to Members; and shall keep appropriate current records showing the Members of the Association together with their addresses.
- (d) The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association and disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of the accounts; shall cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular annual meeting of Members.

ARTICLE VIII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. All annual assessments shall be paid as designated by the Board of Directors. Any assessments not paid when due are considered delinquent. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the common properties or abandonment of his Lot or Dwelling Unit.

ARTICLE IX

BOOKS AND RECORDS: INSPECTION

The books, records, and papers of the Association shall be subject to inspection by any Member upon fifteen (15) days prior written notice. The Declaration, Articles of Incorporation, and Bylaws of the

Association shall be available for inspection by any Member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE X

CORPORATE SEAL

The Association may have a seal in a circular form having within its circumference the words:  
MARJNERS' LANDING PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE XI

AMENDMENTS

Prior to and after Turnover, these Bylaws may be amended by the Board of Directors at any regular meeting or special meeting of the Board of Directors.

ARTICLE XII

FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end of December 31st of the year of incorporation.

ARTICLE XIII

CONFLICTS

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in case of any conflict between the Declaration and these Bylaws, the Declaration shall control; in case of a conflict between the Articles and the Declaration, the Declaration shall control.

This \_\_\_\_\_ day of \_\_\_\_\_, 2024

BAXTER STATION PROPERTY OWNERS' ASSOCIATION, INC.

By: \_\_\_\_\_ (SEAL)

President





State of North Carolina
Department of Environmental Quality

Applicant Certification Form

In accordance with 15A NCAC 18C .0303 (c), a signed applicant certification must be submitted to the Department, stating that the Operation and Maintenance (O&M) Plan and the Emergency Management Plan requirements have been satisfied and that the system will have a certified operator as required by Section .1300. No construction, alteration, or expansion of a community or non-transient, non-community public water system shall be placed into final service or made available for human consumption until the applicant has submitted the certification and has received Final Approval from the Department.

Certification must be provided by the following individual or their duly authorized representative:

- 1. For a corporation, limited liability company, home owner association or non-profit organization: a president, vice president, secretary, or treasurer.
2. For a partnership or sole proprietorship: by a general partner or the proprietor.
3. For a municipality, State, Federal or other agency: by either a principal executive officer or ranking elected official.

By the signature below I certify, under penalty of law:

1. The following actions have been completed for the construction, alteration, or expansion of the water system, as defined in the project documents:

- I, or personnel under my direct supervision, have completed an O&M Plan and an Emergency Management Plan in accordance with 15A NCAC 18C .0307(d) and (e). Based on my evaluation of the plans, or my inquiry of the person or persons directly responsible for preparing the O&M Plan and Emergency Management Plan, the information contained in the plans is, to the best of my knowledge and belief, true, accurate, and complete.

2. The following actions will be completed before the construction, alteration, or expansion of the water system, as defined in the project documents, is placed into final service or made available for human consumption:

- In accordance with 15A NCAC 18C .0307(d), the O&M Plan will be made accessible to the operator on duty at all times and available to the Department upon request.
In accordance with 15A NCAC 18C .0307(e), the Emergency Management Plan will be made accessible to the system operator on duty at all times and available to the Department upon request.
In accordance with 15A NCAC 18C .0303(c), the system will have a certified operator as required by 15A NCAC 18 C. 1300.

Signature: [Handwritten Signature] Name (Print): Will Rumsey

Title: Utilities Manager Date: 2-21-24

Project Name: Baxter Station - Phase 1 System Name: Currituck Co. Water Sys.

Serial No: 22-00951 Water Sys. ID: NC0427010

**Major Subdivision Submittal Checklist – Final Plat**

Staff will use the following checklist to determine the completeness of your final plat application within ten business days of submittal. Please make sure all of the listed items are included. The Planning Director shall not process an application for further review until it is determined to be complete.

**Major Subdivision  
Submittal Checklist – Final Plat**

Date Received: 2-22-24

TRC Date: \_\_\_\_\_

Project Name: Baxter FP Ph. 1

Applicant/Property Owner: \_\_\_\_\_

Final Plat Submittal Checklist		
1	Complete Major Subdivision application or fee for amended final plat (\$250)	X
2	Final plat with professional's seal	X
3	As-built drawings (streets, stormwater management infrastructure, utilities (including hydrant locations), and lighting (if applicable))	X
4	As-built for landscaping including street trees, heritage trees, and required buffers, fences, and walls	X
5	Fire Chief certification for dry hydrant installation, if applicable	N/A
6	Water/sewer district documents and approvals, if applicable	X
7	Copy of homeowners association by-laws, restrictive covenants to be recorded, and verification of reserve fund account.	X
8	Street, stormwater infrastructure, and open space performance bonds, if applicable	X
9	NCDOT pavement certification (with asphalt test documents)	X
10	NCDEQ waterline acceptance certification form	X
11	NCDEQ wastewater system completion/connection certificates for central systems. Permit to authorize wastewater flows if a dry-line construction permit was previously approved.	N/A
12	3 copies of plans	
13	1- 8.5" x 11" copy of plans	
14	2 hard copies of ALL documents	
15	1 PDF digital copy of all plans AND documents (ex. Compact Disk – e-mail not acceptable)	X

**For Staff Only**

**Pre-application Conference (Optional)**

Pre-application Conference was held on \_\_\_\_\_ and the following people were present:

\_\_\_\_\_  
\_\_\_\_\_

**Comments**

\_\_\_\_\_  
\_\_\_\_\_



February 21, 2024

Mr. Perry Arnette  
Quality Homes of Currituck  
417-D Caratoke Highway  
Moyock, NC 27958

ECS Proposal No. 22:33080

Reference: Paving Letter  
Baxter Subdivision  
Portions of Tuscorora Lane and Baxter Station Boulevard and Turn Lane  
Moyock, North Carolina

Dear Mr. Arnette:

As requested, ECS Southeast, LLP (ECS) visited the site on various occasions to test the subbase and asphalt for the referenced roadways. ECS observed the roadway construction for portions of Tuscorora Lane and Baxter Station Boulevard and the turn lane and tested the subbase and asphalt placement. ABC stone was used as subbase for the areas.

The roadway section for these areas consists of a minimum of 6 inches of ABC stone and 2 inches of surface mix asphalt (Type S-9.5B) and 6 inches of ABC stone, 2.5 inches of IM 19.0C, and 1.5 inches of surface mix asphalt (Type S-9.5B) for the turn lane. The project requires that the subbase and asphalt be tested for quality assurance to see that it generally meets NCDOT standards. This letter report contains the results of the subbase and asphalt quality assurance testing. This includes thickness, density, aggregate and asphalt gradation and asphalt content.

For this project ECS has performed the following:

- Bulk sampling of the ABC within the roadway areas. The sample was returned to the laboratory to perform natural moisture, full sieve, and Modified Proctor testing in general accordance with NCDOT standards. The laboratory test results indicate that the imported ABC materials were in general accordance with NCDOT requirements. The results of this testing are attached to this letter report. Also utilized was the proctor from Skippers Quarry Quarry Code D055.
- Compaction testing was performed and indicated that the ABC materials were compacted to meet the requirement of an average of 98% of the Modified Proctor. The thickness of the stone was checked and verified to be at or greater than the 6- inch requirement. The results of this testing are attached to this report.
- Coring operations were performed at 10 locations within the roadway/turn lane alignments. The cores were taken at random locations determined by the ECS representative.
- Laboratory testing procedures were performed on the core specimens and included thickness and bulk specific gravity. Additionally, testing was performed to confirm the asphalt content and the asphalt gradation. These were performed in general accordance with NCDOT testing procedures. The following Table 1 contains the results of the coring including the thickness and specific gravity results. At the time of testing, the Rice values available were outdated and the cores will be utilized to obtain new rice values for the intermediate and surface mixes. Density results will be forwarded when those values





become available. Table 2 contains the results of the asphalt content testing. Results of the asphalt gradation are attached to this report.

**Table 1 – Asphalt Laboratory Test Results IM-19C**

Sample #	Asphalt Type	Average Sample Thickness	Specific Gravity	Percent Compaction
C-1	IM-19C	3.625	2.101	
C-2	IM-19C	3.5	2.176	
C-3	IM-19C	2.875	2.218	
<b>Average</b>		3.33	2.165	

**Table 2 – Asphalt Content Test Results IM 19-C**

Sample #	Sample Location	Asphalt Content
Sample #1	Bulk Sample	5.2%

**Table 1 – Asphalt Laboratory Test Results SM-9.5B**

Sample #	Asphalt Type	Average Sample Thickness	Specific Gravity	Percent Compaction
C-4	S-9.5B	1.25	2.099	
C-5	S-9.5B	2.5	2.219	
C-6	S-9.5B	2.5	2.191	
C-7	S-9.5B	1.75	2.109	
C-8	S-9.5B	2.25	2.157	
C-9	S-9.5B	2.0	2.185	
C-10	S-9.5B	2.5	2.222	
C-11	S-9.5B	2.375	2.071	
<b>Average</b>		2.14	2.15	

**Table 2 – Asphalt Content Test Results SM-9.5B**

Sample #	Sample Location	Asphalt Content
Sample #1	Bulk Sample	5.9%

Based on our observations and test results, it is our engineering opinion that the subbase and asphalt were placed in general accordance with NCDOT standards for the tested items. Additional density results including the new rice values will be submitted once they become available. We appreciate being of service to you on this project. Should you need additional information or assistance, please do not hesitate to contact our office.



# ECS SOUTHEAST, LLP

"One Firm. One Mission."

Geotechnical • Construction Materials • Environmental • Facilities

Respectfully,  
ECS Southeast, LLP

W. Lloyd Ward, P.E.  
Principal Engineer

Wade Wetherington  
Project Manager





**ECS Southeast, LLC**

6714 Netherlands Drive  
Wilmington, NC 28405  
9106869114  
9106869666

**LETTER OF TRANSMITTAL**

January 10, 2024  
Quality Home Builders of Currituck  
1643 Merrimac Trail Suite A  
Williamsburg, VA 23185  
ATTN: Mr. Lloyd Ward

RE: **Baxter's Station**  
ECS Job # **22:33080**  
  
Permits:  
Location: **Baxters Lane**  
**Moyock, NC 27958**

Field Reports       For your use       As requested

CC:

ENCL: Field Report # 14      1/8/2024      ABC Density

Kris J. Stamm  
Office Manager, Principal

Wade A. Wetherington  
Project Manager

*Disclaimer*

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ECS Southeast, LLC  
6714 Netherlands Drive  
Wilmington, NC 28405  
(910) 686-9114 [Phone]  
(910) 686-9666 [Fax]

# FIELD REPORT

Project **Baxter's Station**  
Location **Moyock, NC**  
Client **Quality Home Builders of Currituck**  
Contractor **None Listed**

Project No. **22:33080**  
Report No. **14**  
Day & Date **Monday 1/8/2024**  
Weather **40 °/ Cloudy**  
On-Site Time **2.00**  
Lab Time **0.50**  
Travel Time\* **2.25**  
Total **4.75**  
Re Obs Time **0.00**

Remarks **ABC Density**

Trip Charges*	Tolls/Parking*	Mileage* <b>62</b>	Time of Arrival	Departure
Chargeable Items <b>5000</b>			<b>9:00A</b>	<b>11:00A</b>

\* Travel time and mileage will be billed in accordance with the contract.

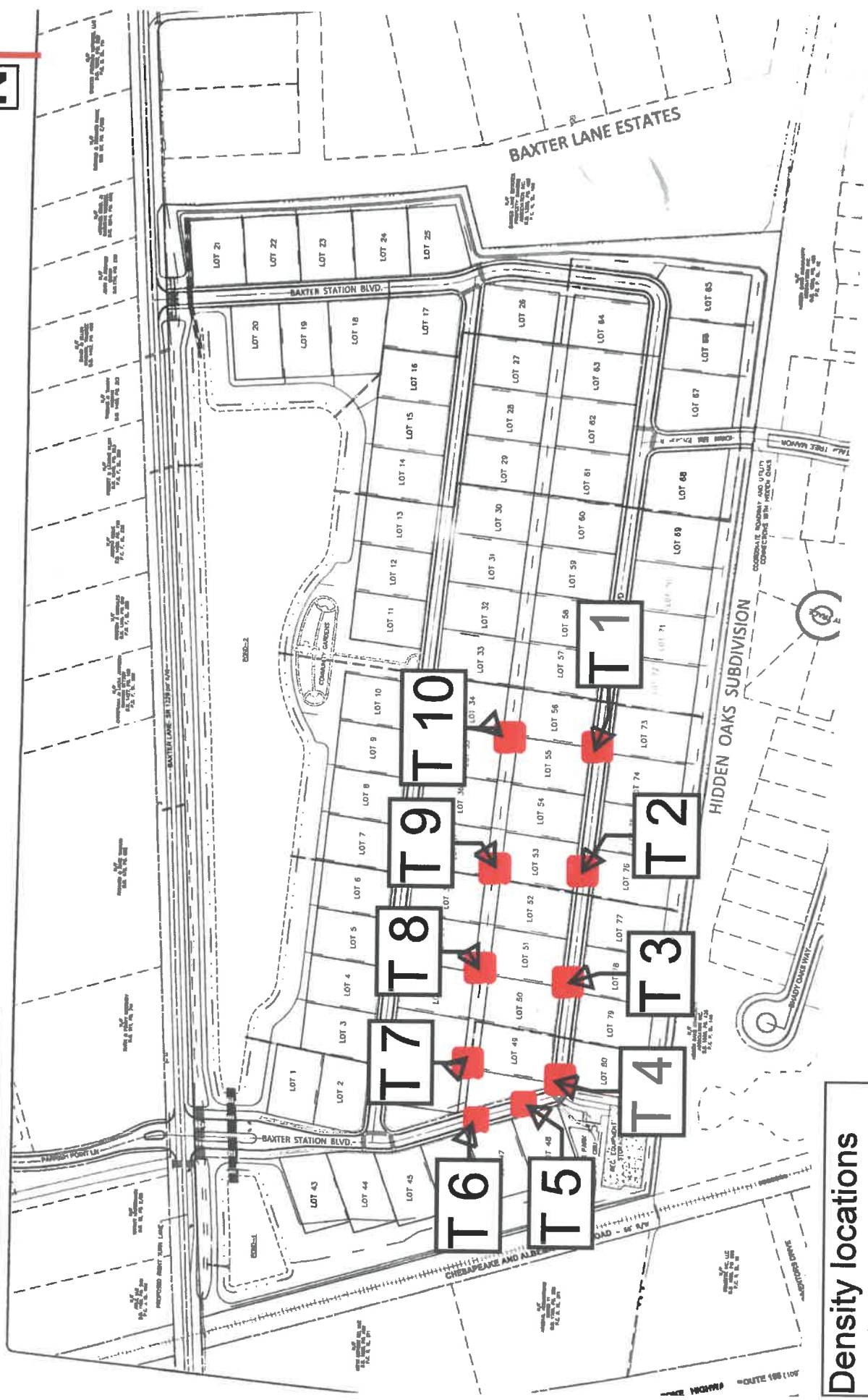
**Summary of Services Performed (field test data, locations, elevations & depths are estimates) & Individuals Contacted.**

The undersigned arrived on site, as requested, to check the compaction of ABC stone for the south phase 1 roadway. Please see the attached sketch for the approximate density test locations.

Utilizing the Nuclear Density Gauge test method (ASTM D-6938) to check the compaction of ABC stone; test results indicated that the compacted material, at the areas and depths tested, met the project requirements of 98% of the maximum dry density as obtained in our laboratory using the Modified Proctor method (ASTM D-1557).

At the density test locations, the thickness of the ABC stone was measured to be at least 6 inches.

Project: Baxter's Station  
Title: Density Locations  
Proj. No: 33080  
By: C. Noel  
Date: 1/8/24



Density locations  
are highlighted in  
**red**





# Field Compaction Summary, ASTM D-6938

Date: 1/8/2024

Project No: 22:33080

Project Name: Baxter's Station

ECS Southeast, LLC

Client: Quality Home Builders of Currituck

Test Method ASTM D-6938			
Nuclear Gauge No. 30			
Make	Troxler	Density Std	2436
Model	3440	Moisture Std	737
Ser. No.	16128		

Contractor:

Technician: Chris Noel

Sample No.		Description				Proctor Method						Uncorrected Max.		Uncorrected Optimum			
Test No.	Lot No.	Test Mode	Probe Depth (in.)	Station / Location	Lift / Elev	Sample No.	% Oversize	Modified Proctor Method (ASTM D-1557)						Density		Moisture Content	Comments
								Corrected Max. Density	Corrected Optimum Moisture Content (%)	Wet Density (pcf)	Dry Density (pcf)	Moisture Content (%)	Percent Comp. (%)	P / F	141.5		
1	DT	4	4	road density	0	ABC	0.00	141.5	6.3	146.4	138.8	5.5	98.1	P	6.3		
2	DT	4	4	road density	0	ABC	0.00	141.5	6.3	146.2	138.6	5.5	98.0	P			
3	DT	4	4	road density	0	ABC	0.00	141.5	6.3	145.0	138.8	4.5	98.1	P			
4	DT	0	0	road density	0	ABC	0.00	141.5	6.3	148.4	140.1	5.9	99.0	P			
5	DT	4	4	road density	0	ABC	0.00	141.5	6.3	147.8	139.6	5.9	98.7	P			
6	DT	4	4	road density	0	ABC	0.00	141.5	6.3	146.5	138.7	5.6	98.0	P			
7	DT	4	4	road density	0	ABC	0.00	141.5	6.3	148.3	139.5	6.3	98.6	P			
8	DT	4	4	road density	0	ABC	0.00	141.5	6.3	146.3	138.9	5.3	98.2	P			
9	DT	4	4	road density	0	ABC	0.00	141.5	6.3	145.8	139.0	4.9	98.2	P			
10	DT	4	4	road density	0	ABC	0.00	141.5	6.3	146.3	138.9	5.3	98.2	P			



**ECS Southeast, LLC**

6714 Netherlands Drive

Wilmington, NC 28405

9106869114

9106869666

**LETTER OF TRANSMITTAL**

January 15, 2024  
Quality Home Builders of Currituck  
1643 Merrimac Trail Suite A  
Williamsburg, VA 23185  
ATTN: Mr. Lloyd Ward

RE: **Baxter's Station**  
ECS Job # **22:33080**

Permits:  
Location: **Baxters Lane**  
**Moyock, NC 27958**

Field Reports       For your use       As requested

CC:

ENCL: Field Report # 15      1/11/2024      ABC Density

Kris J. Stamm  
Office Manager, Principal

Wade A. Wetherington  
Project Manager

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ECS Southeast, LLC  
6714 Netherlands Drive  
Wilmington, NC 28405  
(910) 686-9114 [Phone]  
(910) 686-9666 [Fax]

# FIELD REPORT

Project **Baxter's Station**  
Location **Moyock, NC**  
Client **Quality Home Builders of Currituck**  
Contractor **None Listed**

Project No. **22:33080**  
Report No. **15**  
Day & Date **Thursday 1/11/2024**  
Weather **40 °/ Sunny**  
On-Site Time **1.50**  
Lab Time **0.50**  
Travel Time\* **2.25**  
Total **4.25**  
Re Obs Time **0.00**

Remarks **ABC Density**

Trip Charges*	Tolls/Parking*	Mileage* <b>65</b>	Time of Arrival	Departure
Chargeable Items <b>5000</b>			<b>9:00A</b>	<b>10:30A</b>

\* Travel time and mileage will be billed in accordance with the contract.

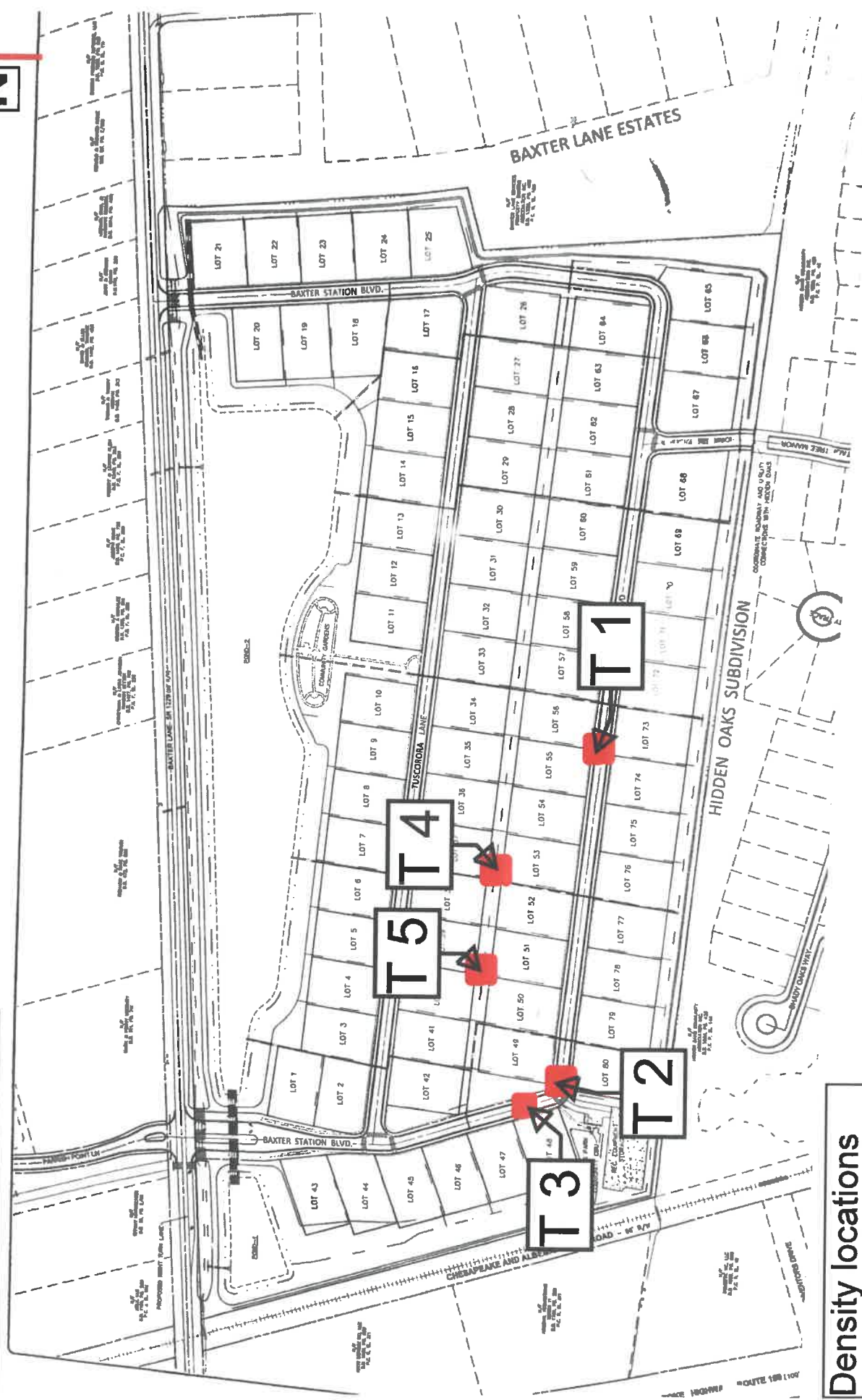
**Summary of Services Performed (field test data, locations, elevations & depths are estimates) & Individuals Contacted.**

The undersigned arrived on site, as requested, to check the compaction of ABC stone for the Phase 1 road. Please see the attached sketch for the approximate density test locations.

Utilizing the Nuclear Density Gauge test method (ASTM D-6938) to check the compaction of ABC stone; test results indicated that the compacted material, at the areas and depths tested, met the project requirements of 98% of the maximum dry density as obtained in our laboratory using the Modified Proctor method (ASTM D-1557).

At the density test locations, the thickness of the ABC stone was measured to be at least 6 inches.

Project: Baxter's Station  
Title: Density Locations  
Proj. No: 33080  
By: C. Noel  
Date: 1/11/24



Density locations are highlighted in red



# Field Compaction Summary, ASTM D-6938

Date: 1/11/2024

Project Name: Baxter's Station

Project No: 22:33080

ECS Southeast, LLC

Client: Quality Home Builders of Currituck

Test Method ASTM D-6938			
Nuclear Gauge No. 30			
Make	Troxler	Density Std	2413
Model	3440	Moisture Std	739
Ser. No.	3714		

Contractor:

Technician: Chris Noel

Sample No.		Description				Proctor Method					Uncorrected Max.		Uncorrected Optimum		
S-1		ABC Stone				Modified Proctor Method (ASTM D-1557)					Density		Moisture Content		
Test No.	Lot No.	Test Mode	Probe Depth (in.)	Station / Location	Lift / Elev	Sample No.	% Oversize	Corrected Max. Density	Corrected Optimum Moisture Content (%)	Wet Density (pcf)	Dry Density (pcf)	Moisture Content (%)	Percent Comp. (%)	P / F	Comments
1		DT	4	phase 1 road	0	S-1	0.00	141.5	6.3	146.0	139.2	4.9	98.4	P	
2		DT	4	phase 1 road	0	S-1	0.00	141.5	6.3	146.7	138.7	5.8	98.0	P	
3		DT	4	phase 1 road	0	S-1	0.00	141.5	6.3	147.9	138.9	6.5	98.2	P	
4		DT	4	phase 1 road	0	S-1	0.00	141.5	6.3	146.1	138.7	5.3	98.0	P	
5		DT	4	phase 1 road	0	S-1	0.00	141.5	6.3	145.7	139.6	4.4	98.7	P	



**ECS Southeast, LLC**

6714 Netherlands Drive

Wilmington, NC 28405

9106869114

9106869666

**LETTER OF TRANSMITTAL**

February 09, 2024  
Quality Home Builders of Currituck  
1643 Merrimac Trail Suite A  
Williamsburg, VA 23185  
ATTN: Mr. Lloyd Ward

RE: **Baxter's Station**

ECS Job # **22:33080**

Permits:

Location: **Baxters Lane  
Moyock, NC 27958**

Field Reports       For your use       As requested

CC:

ENCL: Field Report # 17      2/8/2024      Asphalt Densities

Kris J. Stamm  
Office Manager, Principal

Wade A. Wetherington  
Project Manager

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ECS Southeast, LLC  
6714 Netherlands Drive  
Wilmington, NC 28405  
(910) 686-9114 [Phone]  
(910) 686-9666 [Fax]

# FIELD REPORT

Project **Baxter's Station**  
Location **Moyock, NC**  
Client **Quality Home Builders of Currituck**  
Contractor **None Listed**

Project No. **22:33080**  
Report No. **17**  
Day & Date **Thursday 2/8/2024**  
Weather **50 °/ Sunny**  
On-Site Time **7.50**  
Lab Time **0.50**  
Travel Time\* **2.00**  
Total **10.00**  
Re Obs Time **0.00**

Remarks **Asphalt Densities**

Trip Charges*	Tolls/Parking*	Mileage* <b>115</b>	Time of Arrival	Departure
Chargeable Items			<b>8:45A</b>	<b>4:15P</b>

\* Travel time and mileage will be billed in accordance with the contract.

**Summary of Services Performed (field test data, locations, elevations & depths are estimates) & Individuals Contacted.**

The undersigned NCDOT certified QMS technician arrived on site, as requested, to observe the placement and compaction of 9.5B asphalt for Baxter's Station roadways. Please see the attached sketch for the approximate test locations.

Utilizing the Nuclear Density Gauge test method (ASTM D-2950) to check the compaction of the asphalt; test results indicated that the asphalt, at the areas and depths tested, met the NCDOT minimum density requirements of 90% of the bulk specific gravity value. This value was obtained from the asphalt supplier quality control laboratory.



506 W. 13th Street  
 Greenville NC, 27834  
 (252)-215-2257

**ASPHALT DENSITY REPORT**

**Job Name:** Baxter's Station      **Job Number:** 33080  
**Location:** Moyock      **Technician:** Adorian Bell  
**Contractor:** C&L Asphalt      **Date:** 2/8/2024

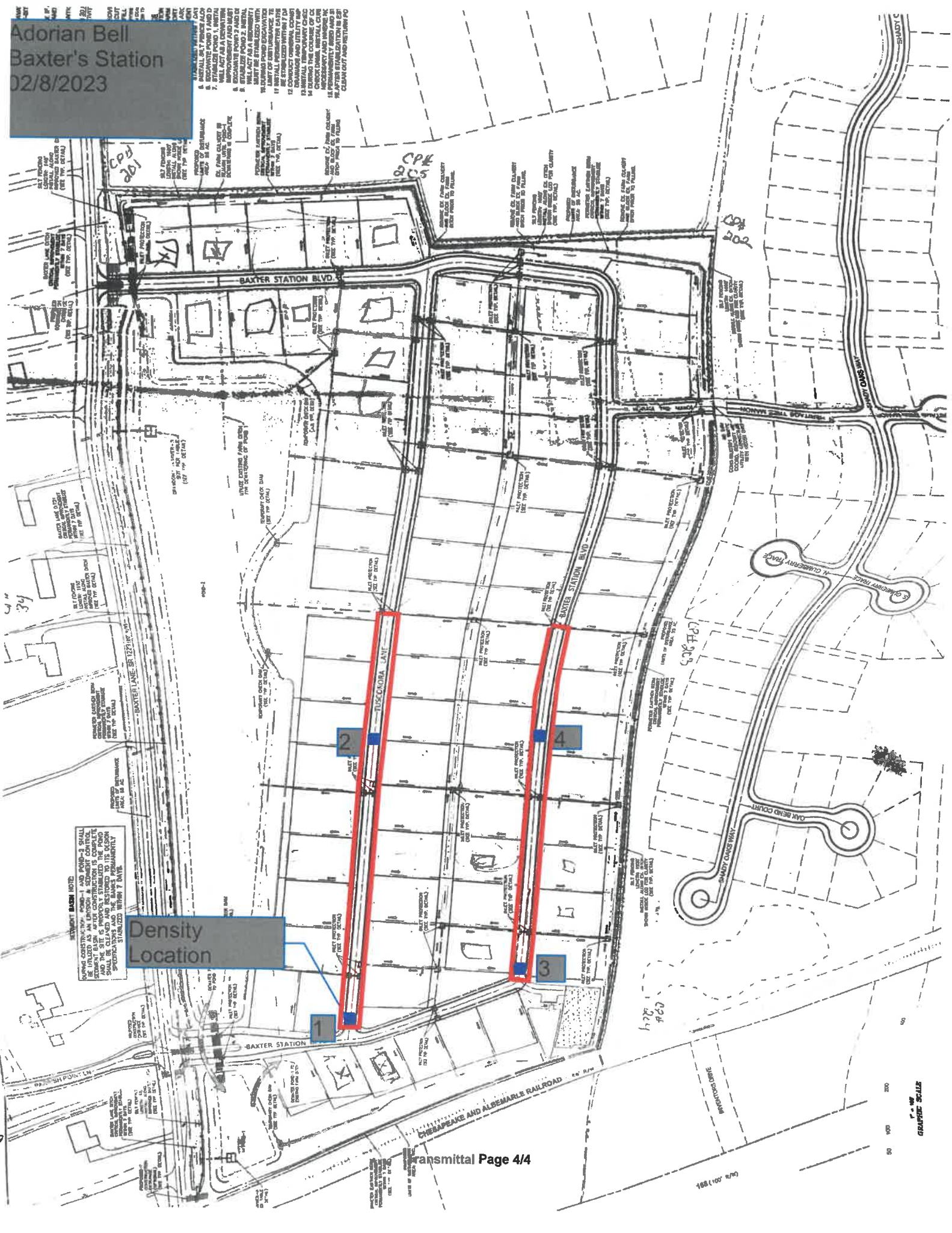
TEST #	TEST LOCATION	DEPTH ELEVATION	ASPHALT TYPE	IN-PLACE DENSITY (wet) pcf	COMP %	SPEC%	REMARKS PASS/FAIL
1	Tuscora Lane	Surface	9.5B	138.1	90.5%	90%	PASS
2	Tuscora Lane	Surface	9.5B	139.4	91.4%	90%	PASS
3	Baxter Station Blvd	Surface	9.5B	137.4	90.1%	90%	PASS
4	Baxter Station Blvd	Surface	9.5B	140.1	91.8%	90%	PASS
Average:							

ASPHALT TYPE	MIX DESIGN (JMF)	MAXIMUM SPECIFIC GRAVITY (Gmm)	MAXIMUM WET UNIT WEIGHT (pcf)	ASPHALT SUPPLIER
RS-9.5B		2.445	152.6	Allen Meyer



Adorian Bell  
 Baxter's Station  
 02/8/2023

1. INSTALL BELL PRINCE ALON
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18. WILL ACT AS A DECONTAMINATION
19. WILL ACT AS A DECONTAMINATION
20. WILL ACT AS A DECONTAMINATION



Density Location

DATE: 02/08/23  
 SHEET: 04 OF 05



**ECS Southeast, LLC**

6714 Netherlands Drive

Wilmington, NC 28405

9106869114

9106869666

**LETTER OF TRANSMITTAL**

February 13, 2024  
Quality Home Builders of Currituck  
1643 Merrimac Trail Suite A  
Williamsburg, VA 23185  
ATTN: Mr. Lloyd Ward

RE: **Baxter's Station**  
ECS Job # **22:33080**

Permits:  
Location: **Baxters Lane**  
**Moyock, NC 27958**

Field Reports       For your use       As requested

CC:

ENCL: Field Report # 18      2/9/2024      Asphalt Densities

Kris J. Stamm  
Office Manager, Principal

Wade A. Wetherington  
Project Manager

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ECS Southeast, LLC  
6714 Netherlands Drive  
Wilmington, NC 28405  
(910) 686-9114 [Phone]  
(910) 686-9666 [Fax]

# FIELD REPORT

Project **Baxter's Station**  
Location **Moyock, NC**  
Client **Quality Home Builders of Currituck**  
Contractor **None Listed**

Project No. **22:33080**  
Report No. **18**  
Day & Date **Friday 2/9/2024**  
Weather **60 °/ Clear**  
On-Site Time **3.75**  
Lab Time **0.50**  
Travel Time\* **4.26**  
Total **8.51**  
Re Obs Time **0.00**

Remarks **Asphalt Densities**

Trip Charges*	Tolls/Parking*	Mileage* <b>230</b>	Time of Arrival	Departure
Chargeable Items			<b>9:00A</b>	<b>12:45P</b>

\* Travel time and mileage will be billed in accordance with the contract.

**Summary of Services Performed (field test data, locations, elevations & depths are estimates) & Individuals Contacted.**

The undersigned NCDOT certified QMS technician arrived on site, as requested, to observe the placement and compaction of RS 9.5 asphalt for Baxter's Station. Please see the attached sketch for the approximate test locations.

Utilizing the Nuclear Density Gauge test method to check the compaction of the asphalt; test results indicated that the asphalt, at the areas and depths tested, met the NCDOT minimum density requirements of 90% of the bulk specific gravity value. This value was obtained from the asphalt supplier quality control laboratory.



506 W. 13th Street  
 Greenville NC, 27834  
 (252)-215-2257

**ASPHALT DENSITY REPORT**

**Job Name:** waterleigh subdivision

**Job Number:** 33385

**Location:** moyock, NC

**Technician:** avery smallwood

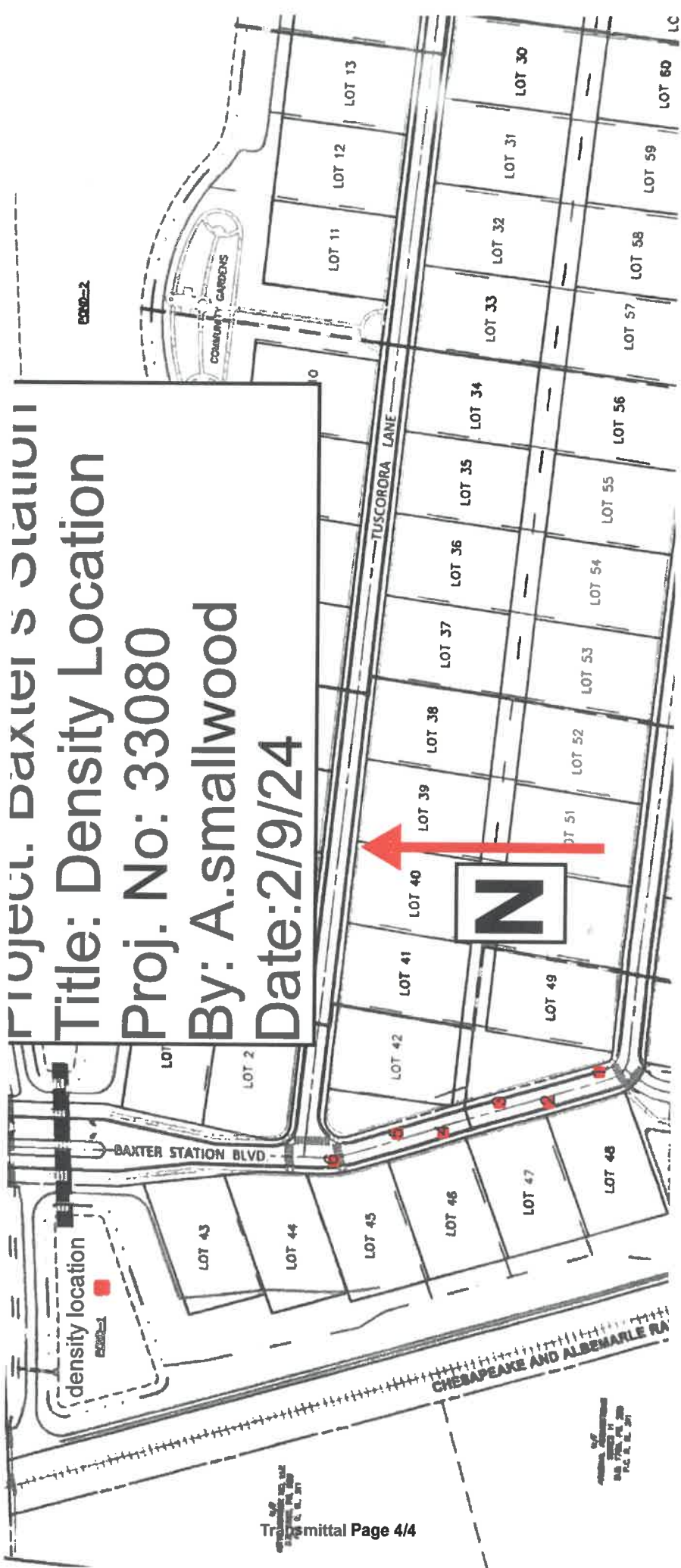
**Contractor:**

**Date:** 1/30/2024

TEST #	TEST LOCATION	DEPTH ELEVATION	ASPHALT TYPE	IN-PLACE DENSITY (wet) pcf	COMP %	SPEC%	REMARKS PASS/FAIL
1	roadway	Surface	9.5B	143.2	93.9%	90%	pass
2	roadway	Surface	9.5B	141.4	92.7%	90%	pass
3	roadway	Surface	9.5B	140.3	92.0%	90%	pass
4	roadway	Surface	9.5B	141.1	92.5%	90%	pass
5	roadway	Surface	9.5B	142.4	93.4%	90%	pass
6	roadway	Surface	9.5B	140.2	91.9%	90%	pass
7		Surface					
8		Surface					
9		Surface					
10		Surface					
ASPHALT TYPE	MIX DESIGN (JMF)	MAXIMUM SPECIFIC GRAVITY (Gmm)			ASPHALT SUPPLIER		
RS-9.5B		2.445		152.5			



PROJECT: BAXTER STATION  
Title: Density Location  
Proj. No: 33080  
By: A.Smallwood  
Date:2/9/24





**ECS Southeast, LLC**

6714 Netherlands Drive  
Wilmington, NC 28405  
9106869114  
9106869666

**LETTER OF TRANSMITTAL**

February 19, 2024  
Quality Home Builders of Currituck  
1643 Merrimac Trail Suite A  
Williamsburg, VA 23185  
ATTN: Mr. Lloyd Ward

RE: **Baxter's Station**  
ECS Job # **22:33080**  
Permits:  
Location: **Baxters Lane**  
**Moyock, NC 27958**

Field Reports       For your use       As requested

CC:

ENCL: Field Report # 19      2/15/2024      ABC Density

Kris J. Stamm  
Office Manager, Principal

Wade A. Wetherington  
Project Manager

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ECS Southeast, LLC  
6714 Netherlands Drive  
Wilmington, NC 28405  
(910) 686-9114 [Phone]  
(910) 686-9666 [Fax]

# FIELD REPORT

Project **Baxter's Station**  
Location **Moyock, NC**  
Client **Quality Home Builders of Currituck**  
Contractor **None Listed**

Project No. **22:33080**  
Report No. **19**  
Day & Date **Thursday 2/15/2024**  
Weather **55 °/ Sunny**  
On-Site Time **1.50**  
Lab Time **0.50**  
Travel Time\* **1.25**  
Total **3.25**  
Re Obs Time **0.00**

Remarks **ABC Density**

Trip Charges*	Tolls/Parking*	Mileage*	74	Time of Arrival	Departure
Chargeable Items	5000			11:45A	1:15P

\* Travel time and mileage will be billed in accordance with the contract.

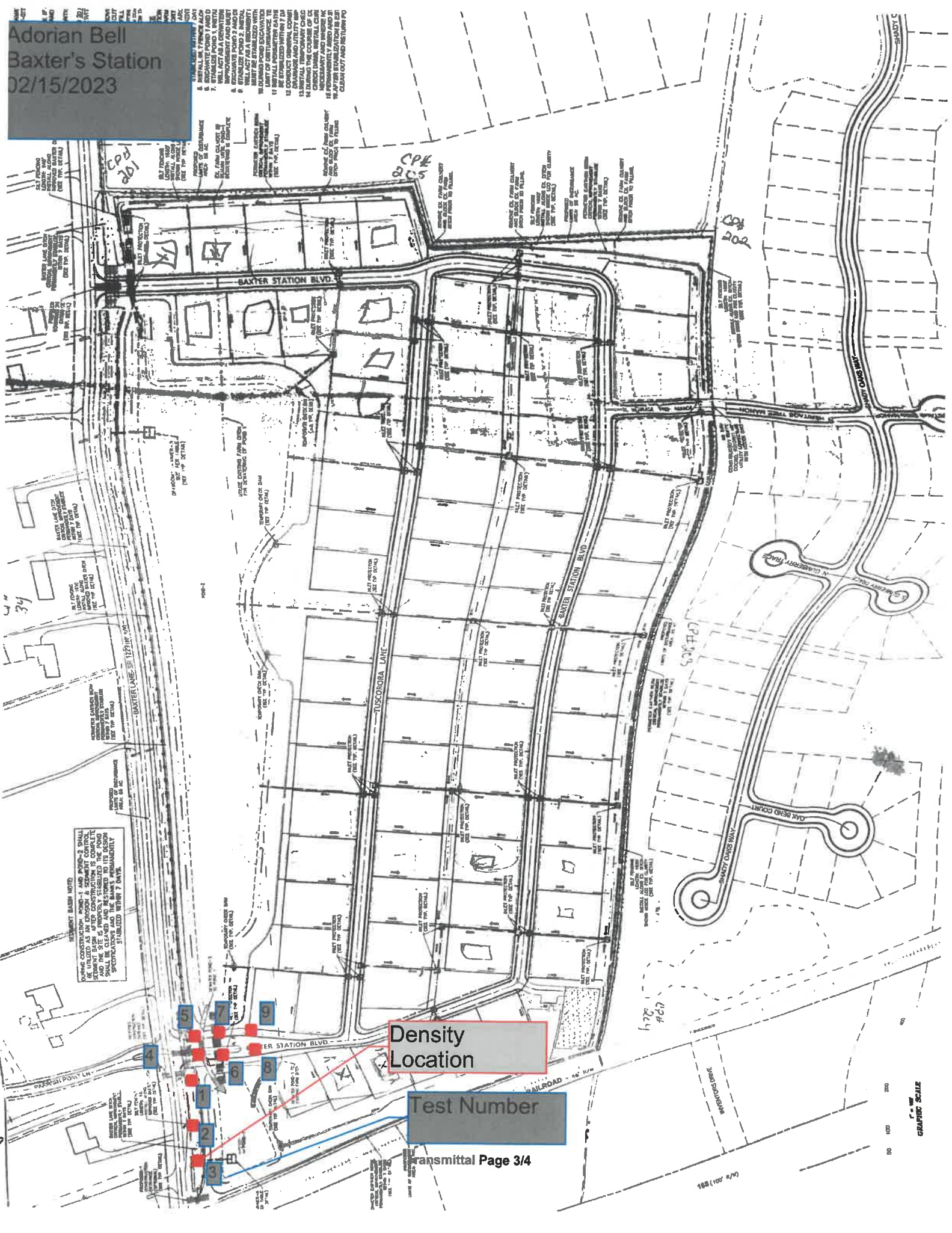
Summary of Services Performed (field test data, locations, elevations & depths are estimates) & Individuals Contacted.

The undersigned arrived on site, as requested, to check the compaction of ABC stone for the turn lane and roadway. Please see the attached sketch for the approximate density test locations.

Utilizing the Nuclear Density Gauge test method (ASTM D-6938) to check the compaction of ABC stone; test results indicated that the compacted material, at the areas and depths tested, met the project requirements of 98% of the maximum dry density as obtained in our laboratory using the Modified Proctor method (ASTM D-1557).

Adorian Bell  
 Baxter's Station  
 02/15/2023

1. STABILIZE POND 1 UNTIL
2. STABILIZE POND 2 UNTIL
3. EXCAVATE POND 1 UNTIL
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102. EXCAVATE POND 100 UNTIL



Density  
 Location

Test Number



GRAPHIC SCALE





# Field Compaction Summary, ASTM D-6938

Date: 2/15/2024

Project Name: Baxter's Station

Project No: 22:33080

ECS Southeast, LLC

Client: Quality Home Builders of Currituck

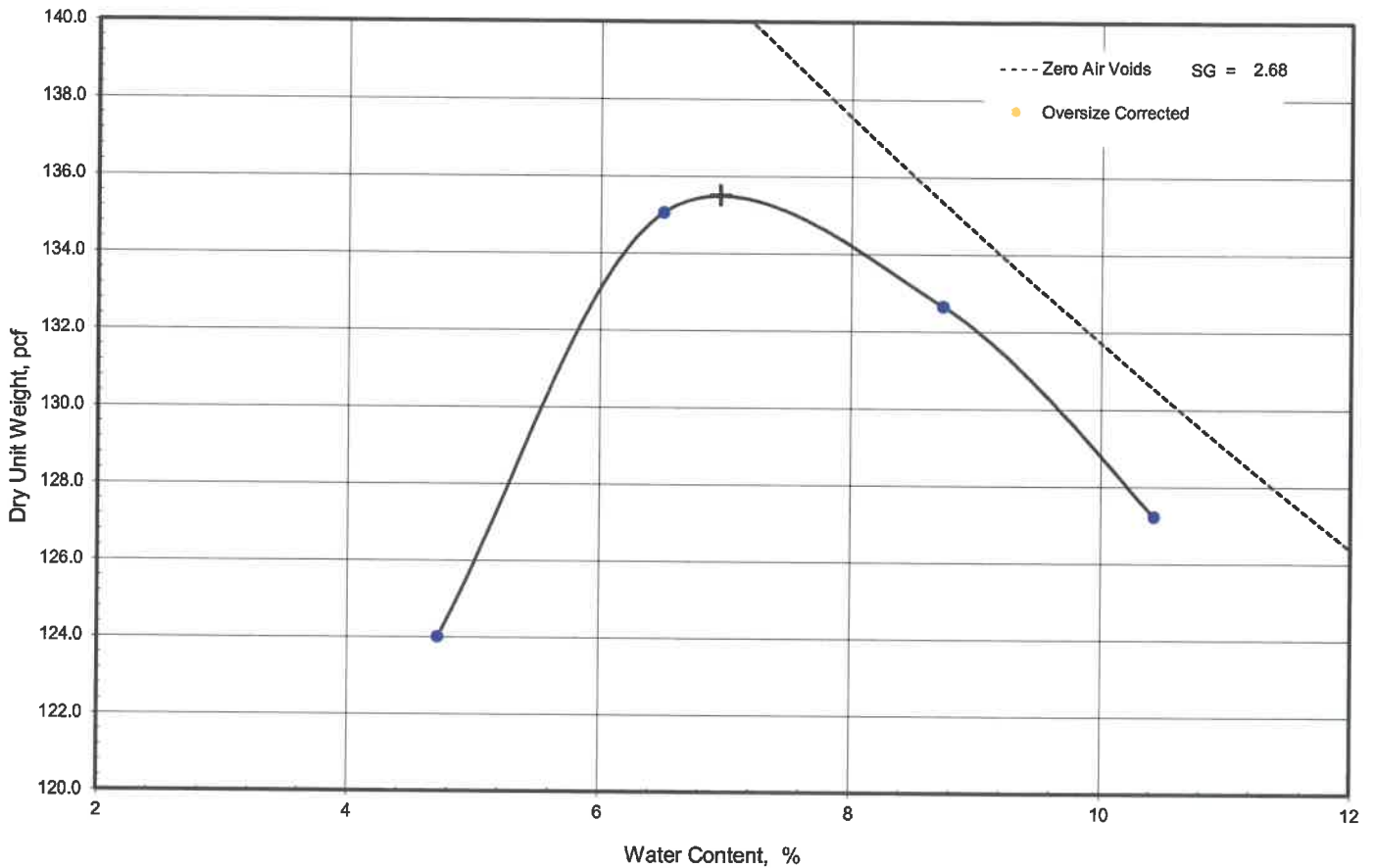
Test Method ASTM D-6938			
Nuclear Gauge No. 19			
Make	Troxler	Density Std	2189
Model	3440	Moisture Std	818
Ser. No.	16128		

Contractor:

Technician: Adorian N Bell

Sample No.		Description				Proctor Method					Uncorrected Max.			Uncorrected Optimum	
S-2		ABC Stone				Modified Proctor Method (ASTM D-1557)					Density			Moisture Content	
Test No.	Lot No.	Test Mode	Probe Depth (in.)	Station / Location	Lift / Elev	Sample No.	% Oversize	Corrected Max. Density	Corrected Optimum Moisture Content (%)	Wet Density (pcf)	Dry Density (pcf)	Moisture Content (%)	Percent Comp. (%)	P / F	Comments
1		DT	6	Turn Lane	0	S-2	0.00	135.5	7.0	140.8	134.4	4.8	99.2	P	
2		DT	6	Turn Lane	0	S-2	0.00	135.5	7.0	142.0	134.6	5.5	99.3	P	
3		DT	6	Turn Lane	0	S-2	0.00	135.5	7.0	140.6	133.6	5.2	98.6	P	
4		DT	6	Roadway	0	S-2	0.00	135.5	7.0	139.1	133.1	4.5	98.2	P	
5		DT	6	Roadway	0	S-2	0.00	135.5	7.0	140.6	134.9	4.3	99.6	P	
6		DT	6	Roadway	0	S-2	0.00	135.5	7.0	138.5	133.0	4.1	98.2	P	
7		DT	6	Roadway	0	S-2	0.00	135.5	7.0	139.7	134.5	3.8	99.3	P	
8		DT	6	Roadway	0	S-2	0.00	135.5	7.0	142.2	136.8	4.0	101.0	P	
9		DT	6	Roadway	0	S-2	0.00	135.5	7.0	145.8	139.6	4.4	103.0	P	


### Laboratory Compaction Characteristics of Soil Using Modified Effort



<b>Optimum Moisture Content</b>	7.0	%	Preparation	ASTM dry preparation method
<b>Maximum Dry Unit Weight</b>	135.5	pcf	Type of rammer	Manual - 10lbf (44.5N)
			Test Specification / Method	ASTM D1557-12e1-method C
			Specific gravity - D854 water pycnometer	2.68 Historical
Cumulative material retained on:	3/4 in. sieve	4.4		
	3/8 in. sieve		Coarse Aggregate Specific Gravity -	2.68
	#4 sieve	0.0		

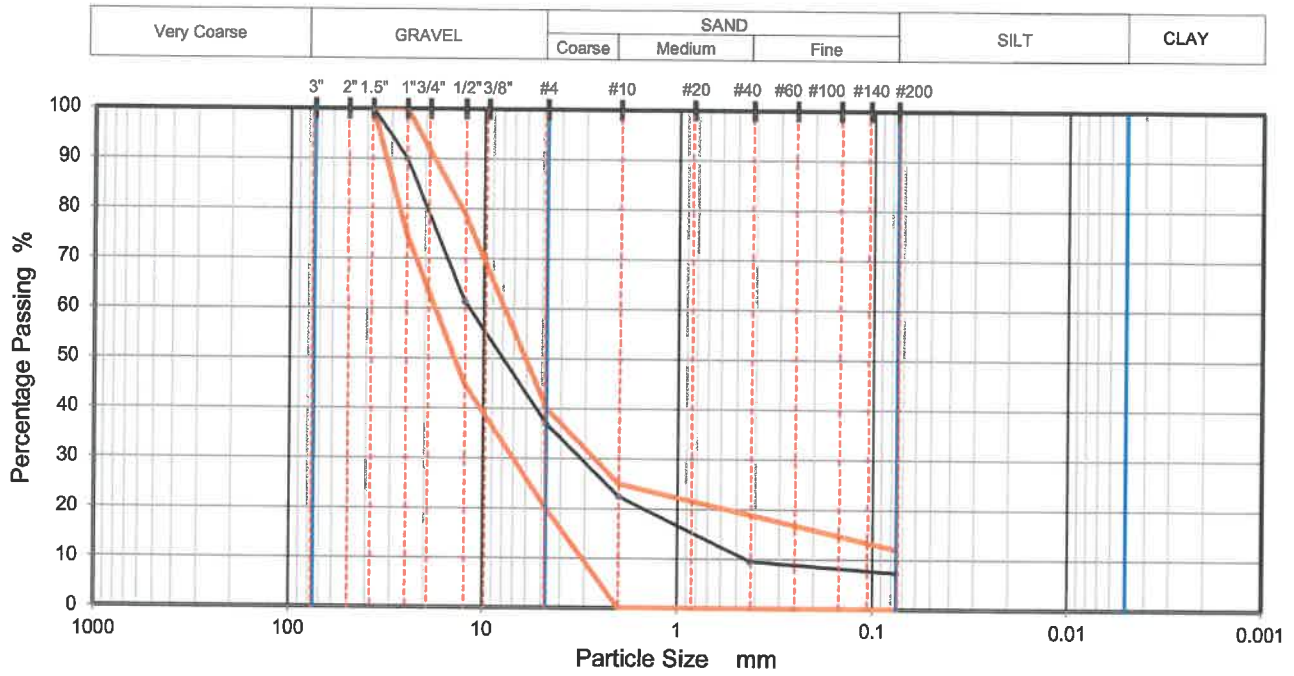
Soil Description	Nat. Moist. %	Liquid Limit	Plasticity Index	% < #200	USCS	AASHTO
(GP-GM) Poorly Graded GRAVEL with Silt and Sand, ABC Aggregate	2.3	NP	NP	7.3	GW-GM	

Project: Miscellaneous Soil Testing Client: Quality Home Builders of Currituck Sample / Source: Fost - Servey Road Entrance Test Reference/No.:	Project No.: 07:15953 Depth (ft.): 0 - 2 Sample No.: D4S-21 Date Reported: 8/21/2023
--	---

	Office / Lab	Address	Office Number / Fax
	ECS Mid-Atlantic LLC - Williamsburg	1643 Merrimac Trail Suite A Williamsburg, VA 23185	(757)229-6677  (757)229-9978

Tested by	Checked by	Approved by	Date Received	Remarks
KDavis	cstetzer	cstetzer	8/14/2023	

## PARTICLE SIZE DISTRIBUTION



### TEST RESULTS (AASHTO T-88-19)

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
5"	100.0		
4"	100.0		
3.5"	100.0		
3"	100.0		
1 1/2"	100.0		
1"	90.0		
1/2"	61.4		
#4	36.9		
#10	22.4		
#40	9.5		
#200	7.3		

Dry Mass of sample, g 676.1

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	63.1
Coarse Sand, #4 to #10 sieve	14.5
Medium Sand, #10 to #40	12.9
Fine Sand, #40 to #200	2.2
Fines <#200	7.3

USCS	GW-GM	Liquid Limit	NP	D90	25.000	D50	7.969	D10	0.451
AASHTO		Plastic Limit	NP	D85	22.150	D30	3.147	Cu	26.213
USCS Group Name	Well graded gravel with silt and sand	Plasticity Index	NP	D60	11.830	D15	0.823	Cc	1.855

Project: Miscellaneous Soil Testing Client: Quality Home Builders of Currituck Sample Description: (GP-GM) Poorly Graded GRAVEL with Silt and Sand, ABC Sample Source: Fost - Servey Road Entrance	Project No.: 07:15953 Depth (ft): 0.0 - 2.0 Sample No.: D4S-21 Date Reported: 8/21/2023
---	--



Office / Lab	Address	Office Number / Fax
ECS Mid-Atlantic LLC - Williamsburg	1643 Merrimac Trail Suite A Williamsburg, VA 23185	(757)229-6677  (757)229-9978

Tested by	Checked by	Approved by	Date Received	Remarks
KDavis	cstetzer	cstetzer	8/14/2023	NCABC Aggregate



**PROJECT INFORMATION**

NAME **Baxter's Statiopn**  
 NUMBER **22:33080**  
 DATE **2/21/2024**  
 PM **Wade Wetherington**

**ECS Southeast, LLP**  
 4811 Koger Blvd.  
 Greensboro, NC 27407  
 Phone: (336) 856-7150  
 Fax: (336) 856-7160  
 www.ecslimited.com

ASTM Method : ASTM D6307 and D54444  
 JMF : 20-0098-121  
 Supplier/Plant : Camden Site

Mix Type : I 19.0C  
 Aggregate type : Not Provided  
 Test Date : 02/20/24  
 Sampled Date : 02/07/24

**Asphalt Content by Ignition Oven (ASTM D6307)**

Description	Before (g)	After (g)
Total Weight	6,795.8	6,646.3
Tare Weight	3,901.9	3,901.9
Mixture weight	2,893.9	2,744.4
Weight of Asphalt		149.5
<b>Asphalt Content</b>		<b>5.2%</b>

**Gradation by Mechanical Sieve Analysis (ASTM D5444)**

Sieve No.	Sieve Size (mm)	Weight Retained (g)	Individual percent Retained (%)	Cum. percent Retained (%)	Percent Passing (%)	Limits_NCDOT (Table 610-2)		
						Min.	Max.	Yes/No
1 1/2	37.5	0.0	0	0	100			
1	25.0	84.3	3	3	97	100		No
3/4	19.0	74.7	3	6	94	90	100	Yes
1/2	12.5	219.1	8	14	86		90	Yes
3/8	9.5	91.9	3	17	83			
4	4.8	315.9	12	29	71			
8	2.4	331.8	12	41	59	23	49	No
16	1.2	298.8	11	52	48			
30	0.600	230.7	8	60	40			
50	0.300	278.9	10	70	30			
100	0.150	589.7	22	92	8			
200	0.075	91.3	3.3	95.2	4.8	3.0	8.0	Yes



**PROJECT INFORMATION**

NAME **Baxter's Statiopn**  
 NUMBER **22:33080**  
 DATE **2/21/2024**  
 PM **Wade Wetherington**

**ECS Southeast, LLP**  
 4811 Koger Blvd.  
 Greensboro, NC 27407  
 Phone: (336) 856-7150  
 Fax: (336) 856-7160  
 www.ecslimited.com

ASTM Method : ASTM D6307 and D5444  
 JMF : Not provided  
 Supplier/Plant : Chesapeake AS 381

Mix Type : RS 9.5B  
 Aggregate type : Not Provided  
 Test Date : 02/20/24  
 Sampled Date : 02/08/24

**Asphalt Content by Ignition Oven (ASTM D6307)**

Description	Before (g)	After (g)
Total Weight	5,852.2	5,739.5
Tare Weight	3,958.0	3,958.0
Mixture weight	1,894.2	1,781.5
Weight of Asphalt		112.7
<b>Asphalt Content</b>		<b>5.9%</b>

**Gradation by Mechanical Sieve Analysis (ASTM D5444)**

Sieve No.	Sieve Size (mm)	Weight Retained (g)	Individual percent Retained (%)	Cum. percent Retained (%)	Percent Passing (%)	Limits_NCDOT (Table 610-2)		
						Min.	Max.	Yes/No
1 1/2	37.5	0.0	0	0	100			
1	25.0	0.0	0	0	100			
3/4	19.0	0.0	0	0	100			
1/2	12.5	0.0	0	0	100	100		Yes
3/8	9.5	63.1	4	4	96	90	100	Yes
4	4.8	411.7	23	27	73			
8	2.4	324.8	18	45	55	32	67	Yes
16	1.2	202.6	11	56	44			
30	0.600	190.4	11	67	33			
50	0.300	160.1	9	76	24			
100	0.150	240.0	14	90	10			
200	0.075	57.2	3.2	92.9	7.1	4.0	8.0	Yes





# Subdivider Maintenance Responsibility and Reserve Fund Creation Affidavit

## Contact Information

Currituck County  
Planning and Community Development  
153 Courthouse Road, Suite 110  
Currituck, NC 27929

Phone: 252.232.3055  
Fax: 252.232.3026

Website: <http://www.co.currituck.nc.us/planning-community-development.cfm>

## Affidavit

I, Justin Old, Manager of Baxter Station, LLC, subdivider of \_\_\_\_\_

Baxter Station

(Subdivision Name) certify that:

- I am responsible for maintenance of all common areas, common features, and private infrastructure until 75% of lots sales within the subdivision.
- I have established a reserve fund to support the continued maintenance and upkeep of common areas, common features, and private infrastructure. The fund has been established at Town Bank (Banking Institution).
- I shall establish the Homeowner's/Property Owner's Association (hereinafter "association") prior to the sale of the first lot.
- It is solely my responsibility to notify the County upon 75% lot sales within the subdivision.
- The County is not responsible or liable for maintenance of any common areas, common features, or private infrastructure within the subdivision.

I understand that maintenance responsibility of common areas, common features, and private infrastructure shall not be transferred from the subdivider to the association until ALL of the following occur:

- At least 75% of the total number of lots in the subdivision are sold.
- The subdivider commissions a report prepared by a licensed engineer indicating that all common areas, common features, and infrastructure elements comply with the minimum standards in the Unified Development Ordinance and the County Code of Ordinances.
- County staff reviews and approves the report prepared by a registered engineer.
- The reserve fund contains a minimum balance equal to: a) 10% of the road construction costs for streets not maintained by NCDOT at the time of transfer (gravel base and asphalt only); b) 10% of construction costs of common features and private infrastructure, excluding sidewalks and street trees; c) liability insurance and taxes for two years; and, d) facilities, stormwater, and landscaping maintenance costs for two years. The reserve fund balance shall be \$ attached (attach cost breakdown sheet). In the event the association has not collected sufficient assessment funds from the lot owners in the subdivision to meet the minimum balance of \$ attached in the reserve fund, the subdivider shall be responsible for the difference needed to meet the minimum balance requirements.

Signature

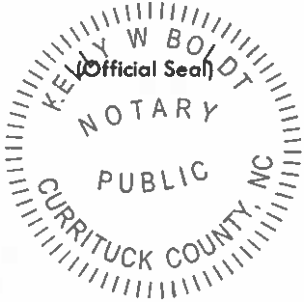
Date

Notary Certificate

Currituck County, North Carolina

I, Kelley W Boldt, a Notary Public for Currituck County, North Carolina, do hereby certify that Justin Old personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 21 day of February, 2024.



Kelley W Boldt  
Notary Signature  
My commission expires: Nov. 17, 2028

## ATTACHMENT "A"

### Baxter Station Phase 1

#### Reserve Fund Calculations

A. Temporary Reserve Fund Calculation:

1. Phase 1: Roadway Base Course Construction Cost:	\$120,284.33
Roadway Surface Course Construction Cost:	<u>\$139,384.00</u>
Phase 1 Subtotal:	\$259,668.33
<u>Temporary Fund Amount:</u> 10% of \$259,668.33 =	<b>\$ 25,966.83</b>

B. Permanent Reserve Fund Calculation:

1. Annual Cost of Common Area & Stormwater Maintenance:	\$ 17,600.00
2. Annual Cost of Common Area Insurance:	<u>\$ 1,626.00</u>
	\$ 19,226.00

**Permanent Reserve Fund Amount: 2 x \$19,226.00= \$ 38,452.00**



# C & L Concrete Works, Inc.

P.O. Box 178  
Camden, North Carolina 27921  
Office (252) 335-1994  
Fax (252) 331-1111

Proposal submitted to: Quality Homes of Currituck	Phone:	Date: 02/16/2024
Street:	Job Name: Baxter Station - Phase 1	
City, State, Zip:	Job Location:	

Description of work and price:

Mobilization, fine grading and paving Baxter Station Phase 1

Estimated cost of Phase 1

Mobilization	\$800.00
Fine grading	\$4,300.00
Approx. 93 tons binder asphalt paving - 2.5"	\$12,369.00
Approx. 955 tons 9.5B asphalt paving - 2"	<u>\$127,015.00</u>
<b>Total</b>	<b>\$144,484.00</b>

Unless a lump sum is to be paid for the foregoing work and is clearly stated, it is understood and agreed that the quantities referred to are estimates and that payment shall be made at the stated unit prices for the actual quantities of work performed as determined upon the completion of the work. Any changes from the above described work involving extra cost will be executed only upon written orders and will be billed as an extra charge over and above this estimate.

Estimates for work performed will be submitted every 30 days. Payment of these estimates is due upon receipt. The balance will be due upon completion of work. Any unpaid balance after 30 days will be subject to an 18% annual finance charge.

If this proposal meets with your acceptance, please sign and return the attached copy.

This proposal expires 30 days from the date hereof, but may be accepted at any later date at the sole option of C & L Concrete Works, Inc.

Upon default, the holder of this note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, grantor and endorser of this note hereby agree to pay to the holder the sum of fifteen (15%) percent to the outstanding balance owing on said note for reasonable attorney's fees, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default.

ACCEPTED: \_\_\_\_\_  
Firm Name

By: \_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

  
\_\_\_\_\_  
For C & L Concrete Works, Inc.

Date: 02/16/2024



Sadler Landscaping, LLC  
8122 NC Hwy 32 South  
Plymouth, NC 27962  
252-927-0020

---

**Date:** 2/5/2024

**RE:** Baxter Station Phase 1 Stone

**To:** QHOC (Perry Arnette)

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Perry,

We have installed 2,534.97 TONS of Base Course ABC Stone for Phase 1 of Baxter Station at \$47.45 Per ton.

2534.97 x \$47.45 = **\$120,284.33**

If you have any questions, please let me know.

Thank you,



**Jonathan Sawyer**

Asst. Project Manager/Estimator

**Sadler Landscaping, LLC**

Phone: 252-927-0020

Phone: 252-217-5728

Fax: 252-360-4185

Email: [Jonathan.sawyer@sadler-landscaping.com](mailto:Jonathan.sawyer@sadler-landscaping.com)

Website: [sadler-landscaping.net](http://sadler-landscaping.net)

Address: 8122 NC Hwy 32 South  
Plymouth, NC 27962



# Goodman Management Group

RE: Baxter Station Property Owners Association, Inc., Maintenance Costs, Section 1

February 12, 2024

To Whom It May Concern,

Estimated maintenance costs for common areas, including stormwater ponds and other common stormwater infrastructure, are detailed below.

1. Landscaping and Grounds Maintenance of Common Areas Costs per 12 months – \$15,400
2. Stormwater Ponds and Other Stormwater Infrastructure per 12 months – \$2,200

If you have any questions, please do not hesitate to contact me.

Regards,

Aaron P. Goodman, CMCA®, AMS®, PCAM®  
Goodman Management Group  
Chief Executive Officer



# Connie Phillips Insurance Consultant

Tidewater Office ▪ Virginia Beach, VA ▪ 757.761.7757 ▪ 888.439.0479  
www.insurance-financial.net

## INSURANCE OUTLINE FOR

BAXTER STATION PROPERTY OWNERS ASSOCIATION, INC.

80 UNITS

Package policy including:

\$ Optional **Property (Fire and Casualty)** – Can be added at a later date

\$1,000,000 **Combined Single Limit for Bodily Injury and Property Damage - General Liability**  
Insurance arising from occurrences covering the Association, the managing agent and all Owners. Includes Comprehensive General Liability, Personal Injury, Medical Payments, Cross Liability, “severability of interest”, Contractual Liability, Water Damage Liability, Liability for the property of others, Host Liquor Liability, and Products Liability - 30 days’ notice of cancellation is included - Waiver of subrogation is included.

\$ 1,000,000 **Hired and Non-Owned Auto Liability**

\$ 10,000 **Fidelity Bond** – covering all directors, officers and employees of the Association and the managing agent, if any who handles Association funds. ( as required by the documents)

\$ Optional **Umbrella Liability**

\$1,000,000 **Directors and Officers Liability** – covering the “wrongful acts” of a director, officer and developer on the association board. Written on a “claims made” basis. Very broad policy coverage and endorsed by CAI – see attached CNA coverage outline.

\$ Optional **Workers Compensation** – Employers Liability

Annual Premiums:	General Liability	\$ 500.00
	Fidelity Bond	\$ 199.00
	Non-owned and Hired Auto Liability	\$ Included
	CNA D&O Liability	\$ 927.00
	Workers Compensation	Optional
	Umbrella	Optional
	<b>Total Premiums</b>	<b>\$ 1,626.00</b>

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF  
BAXTER STATION

NORTH CAROLINA  
CURRITUCK COUNTY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAXTER STATION (the "Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by BAXTER STATION, LLC a North Carolina limited liability company, hereinafter referred to as "Declarant."

RECITALS

Declarant is the Owner of certain real property located in Currituck County, North Carolina, which is more particularly described as follows:

See "Exhibit A" attached hereto and made a part hereof (the "Property").

Declarant desires to subject the property to the provisions of this Declaration and to develop the Property under the name of Baxter Station and desires to create thereon a planned community (the "Planned Community") pursuant to the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes (the "Act"), together with streets, roads, footways, open spaces, entrances, drainage facilities, access easements, signage, and any other property located within the Planned Community for the benefit of the Planned Community; and

Declarant desires to provide for the preservation of the values and amenities in the Planned Community and for the maintenance of the Planned Community and, to this end, desires to subject the Property described above to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is, and are, for the benefit of each portion of the Property and each owner of a portion thereof; and

Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Planned Community, to create an Association to which should be delegated and assigned the powers of maintaining and administering the Planned Community and facilities, administering and enforcing the covenants, conditions and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

Declarant has caused or will cause to be incorporated under the laws of the State of North Carolina, Baxter Station Property Owners' Association, Inc. (the "Association"), for the purpose of exercising the functions contained in this Declaration and its Articles of Organization and Bylaws; and

Declarant anticipates that the Common Elements shown on all of the recorded plats of the Planned Community subject to this Declaration will be conveyed by

Declarant to the Association.

NOW, THEREFORE, Declarant does hereby declare that all of the property described above, together with any additional property which it may hereafter add by supplement to this Declaration, shall be held, transferred, conveyed, occupied and used subject to the following easements, covenants, conditions, restrictions, liens and charges which shall run with the title to the real property and which shall be binding upon and inure to the benefit of all of the parties having any right, title or interest in the above- described properties, their heirs, successors and assigns.

## **ARTICLE I DEFINITIONS**

Section 1.1. Definitions. The definitions contained in Section 47F-1-103 of the Act shall apply to this Declaration and to the Planned Community.

Section 1.2. Additional Definitions. The following words when used in this Declaration shall have the following meaning:

1.2.1. "Architectural Review Committee" or "Committee" means the Architectural Review Committee provided for in Article VIII of this Declaration.

1.2.2. "Articles" means the Articles of Incorporation of the Association.

1.2.3. "Assessment" shall have the same meaning as "Common Expense Liability" as defined in Section 47F-1-103 of the Act.

1.2.4. "Building" shall mean any single or multi-story structure constructed by an Owner on a Lot for permanent occupancy for residential, business, office, restaurant, or retail purposes. The term "Building" shall include Dwellings.

1.2.5. "Bylaws" shall mean the Bylaws of the Association.

1.2.6. "Dwelling" shall mean any single family residential dwelling quarters in a detached building located on a Lot.

1.2.7. "Occupant" shall mean any person including, without limitation, any Owner, family member, guest, invitee, lessee, or tenant of an Owner occupying or otherwise using a Dwelling within the Planned Community.

1.2.8. "Owner" shall have the same meaning as "Lot Owner" as defined in Section 47F-1-103 of the Act.

1.2.9. "Rules" shall mean any and all regulations of the Association promulgated by the Executive Board pursuant to its power under this Declaration or any other land use document.

1.2.10. "Supplemental Declaration" shall mean a Declaration filed by Declarant which describes one or more additional parcels of property which may be (but which is not required to be) located within the Planned Community, and which establishes covenants, conditions and restrictions for that particular parcel of property. Supplemental Declarations will be filed to add additional real property to the Planned Community not covered by this Declaration.

## **ARTICLE II MEMBERSHIP, VOTING RIGHTS AND GOVERNANCE OF THE ASSOCIATION**

Section 2.1. Membership. Membership in the Association is defined in Section 47F-3-101 of the Act.

Section 2.2. Voting Rights.



2.2.1. Except as otherwise provided herein, voting rights of Lot Owners shall be those rights provided by Section 47F-3-110 of the Act.

2.2.2. The Association shall have two (2) classes of voting membership.

2.2.2.1. Class A Members shall be Lot Owners. Each Class A Member shall be entitled to one vote for each Lot owned.

2.2.2.2. Class B member shall be the Declarant which shall be entitled to three votes for each lot or dwelling unit owned by it until the Turnover Meeting.

Section 2.3. Governance. The Association shall be governed pursuant to Section 47F-3-103 of the Act.

### **ARTICLE III PROPERTY RIGHTS IN THE COMMON ELEMENTS**

Section 3.1. Owned Easements Of Enjoyment In The Common Elements. Subject to the provisions of the Section herein entitled "Easement For Governmental, Health, Water, Sewage Disposal, Sanitation And Emergency Services" and any additional provisions of this Declaration, every Owner, members of the Owner's household, guests of the Owner, agents, and licensees, shall have a permanent and perpetual easement for the use and enjoyment of the Common Elements and each easement shall be appurtenant to and shall pass with a title to every Lot. Such easements of enjoyment shall include but not be limited to the right of ingress and egress over the streets, roadways and walkways over the Common Elements for the purpose of access to the Owner's Lot. All interior streets within the subdivision shall be private unless otherwise dedicated and are not dedicated to public use.

Section 3.2. Limitation Of Owners' Easements. The rights of easement, use and enjoyment created hereby shall be subject to the following:

3.2.1. The right of the Association to adopt and enforce, at any time, Rules governing the use of the Common Elements and all facilities situated thereon. Any Rules so adopted shall apply until rescinded or modified the same as if originally set forth at length in this Declaration.

3.2.2. The right of the Association to set specific charges for the use and maintenance of the Common Elements.

3.2.3. The right of the Association as provided in its Articles and Bylaws to suspend the enjoyment rights of any Owner for any period during which any Common Expense Liability remains unpaid, or for a period that may be determined by the Executive Board for any violation of this Declaration, the Association's Articles, Bylaws, or published Rules and Regulations; provided however, that the right of a member of ingress and egress over the streets shall not be abrogated.

3.2.4. The right of the Declarant and the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility for such purpose.

Section 3.3. Easement For Utilities. There is hereby reserved for the benefit of the Declarant, the Association, any public utility or governmental unit providing services in the Planned Community, and their respective successors and assigns, an easement upon, over, under and across all of the Common Elements and all land located within ten (10) feet of any Lot line as shown on all plats of record, for the purpose of installing, replacing, maintaining and operating all utilities.

Section 3.4. Easement For Governmental, Health, Water, Sewage Disposal, Sanitation And Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and emergency service such as fire,



ambulance and rescue services, for purpose of ingress and egress over the Common Elements. Declarant further reserves an easement over the Common Elements as needed for the installation, maintenance and operation of any central water and sewage disposal systems which may serve the Planned Community.

Section 3.5. Maintenance Easement. The Declarant reserves for itself and the Association and their respective agents and employees an easement to enter upon any unimproved areas in the Planned Community for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash therefrom so as to maintain reasonable standards of health, fire safety and appearance within the Planned Community. This reservation shall not impose any duty or obligation upon the Declarant or the Association to perform any such action.

Section 3.6. Environmental Easements. Declarant reserves for its benefit and the Association and their respective agents and employees an easement on, over and across any and all unimproved areas in the Planned Community for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, procedures promulgated or instituted by the Executive Board or by any governmental entity.

#### **ARTICLE IV RESERVATION OF SPECIAL DECLARANT' RIGHTS**

Section 4.1. Declaration of Special Declarant Rights. In addition to other Special Declarant Rights reserved by the Declarant in this Declaration, the Declarant reserves the following additional Special Declarant Rights:

Section 4.1.1. Rights Listed in the Act. Declarant reserves all Special Declarant Rights enumerated in Section 47F-1-103(28) of the Act.

Section 4.1.2. Addition To Or Deletion From Common Elements; Easements. Declarant reserves the right, without approval of the Association or any Owner, to add to or delete part of the Common Elements and to dedicate easements and rights-of-way over the Common Elements in accordance with the terms of this Declaration.

Section 4.1.3. Easement For Declarant. The Declarant reserves to itself, its successors and assigns the right of temporary roads, utility services and drainage systems as are necessary in its sole discretion for the proper development and administration of the Planned Community. Such right shall extend over, through, under and across the Common Elements.

Section 4.1.4. Changes In Boundaries; Additions To Designated Common Elements. Declarant expressly reserves for itself and its successors and assigns the right to change and realign the boundaries of any designated Common Property within the Planned Community, and to make additions thereto.

Section 4.1.5. Development Right. The Declarant reserves as a Development Right the right and option to create additional Lots in the Planned Community. The Development Right herein reserved may be exercised with respect to different portions of the Property submitted herein at different times. No assurances are made as to the boundaries of those portions or the order in which those portions may be subjected to the exercise of each Development Right. No assurances are given that if a Development Right is exercised with regard to one portion of the submitted Property subject to a Development Right, that a Development Right will be exercised in all or in any other portion of the remainder of the submitted Property.

Section 4.1.6. Planned Improvements. With regard to improvements shown on the unrecorded preliminary plats and the final recorded plats of the Planned Community, which have not been completed as of the date of filing for record of such plat, such improvements NEED NOT BE BUILT, and the Declarant hereby reserves the right to refrain from the development and construction of such improvements. In the event the Declarant chooses not to

develop and construct any of the improvements shown on the preliminary or final recorded plats, the area where such improvements were to be constructed shall be deemed part of the Common Elements of the Planned Community.

Section 4.1.7. Docks, Bulkheads and Piers. The Declarant hereby reserves unto itself, its agents, employees, successors and/or assigns, as a Development Right, the right, license, privilege and easement to construct docks, piers, bulkheads, and other related improvements on the Property. Any docks, piers and related improvements constructed by the Declarant shall be a part of the Common Elements of the Planned Community unless otherwise indicated on the plats or recorded Supplemental Declaration of the Planned Community.

Section 4.1.8. Sales And Construction. The Declarant, its agents, employees, successors and assigns may maintain such facilities and carry on such activities as may be reasonably convenient or incidental to the completion, improvement and sale of Lots within the Planned Community, including without limitation, the right to (a) install and operate construction trailers, sales offices, signs and model Dwellings, and (b) maintain such facilities and carry on such activities.

Section 4.2. Turnover. The Special Declarant Rights reserved by Declarant in this Declaration shall not automatically expire by a certain date or by the action or inaction of any Person except by affirmative action taken by the Declarant. The Declarant may transfer the Declarant's Special Declarant Rights (as defined in this Declaration and in Section 47F-1-103 of the Act) at any time in the Declarant's sole and absolute discretion. If such transfer of Special Declarant Rights is a transfer to the Association, the Association shall conduct a special meeting of the membership, hereinafter called the Turnover Meeting, for the purpose of assuring the transition of the Association to Owners other than the Declarant. Prior to or at the time of the Turnover Meeting, the Declarant shall convey the title of the Common Elements to the Association by Non- Warranty Deed, at no cost to the Association, free and clear of all liens and encumbrances except this Declaration and any supplements and amendments thereto. The Association covenants that it will accept a conveyance of all of the Common Elements.

## ARTICLE V COVENANT FOR ASSESSMENT OF COMMON EXPENSES

Section 5.1. Creation Of The Lien And Personal Obligation Of Common Expenses. Except as hereinafter more fully provided, the Declarant, for each Lot owned by it which is subject to this Declaration, hereby covenants and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in the particular deed of conveyance, shall be deemed to covenant and agree to all the Covenants and Restrictions of this Declaration and to pay the Association: (1) Periodic Assessments and (2) Special Assessments for capital improvements and other assessments to be fixed, established, and collected from time to time as hereinafter provided.

Section 5.2. Assessment and Lien for Assessment. The assessment, lien for such assessment, and remedies to the Association for nonpayment of such assessment shall be as provided by Sections 47F-3-115 and 47F-3-116 of the Act, with the following additional provisions:

5.2.1. The Executive Board may appoint a Trustee to foreclosure the lien of the assessment as provided by Section 47F-3-116 of the Act and Article 2A of Chapter 45 of the North Carolina General Statutes.

5.2.2. The Association may enter one or more bids at the foreclosure sale and may purchase the property at the foreclosure sale, even if the foreclosure sale is conducted by or at the direction of the Association.

Section 5.3. Basis And Amount Of The Periodic And Special Assessments. Periodic and special assessments shall be divided equally among the Lots made subject to this Declaration.

Section 5.4. Special Assessments. In addition to the periodic assessment authorized by this Article, the Executive Board may levy in any assessment period a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Elements including the necessary fixtures and personal property related thereto, or for other purposes deemed appropriate by the Association. The due date of any special assessment under this Article shall be fixed in a resolution of the Executive Board authorizing such assessment.

Section 5.5. Subordination Of The Lien To Mortgages. The lien for the assessments provided for in this Declaration shall be subordinate to the lien of any mortgage now or hereafter placed upon an Owner's property subject to assessment, unless such assessment is secured by a Claim of Lien that is recorded prior to the recording of such mortgage.

## **ARTICLE VI MAINTENANCE OF THE PLANNED COMMUNITY**

Section 6.1. Maintenance of Exterior of Buildings and Landscaping. Each respective Lot Owner is responsible for maintaining the grounds of its respective Lot and the exterior appearance of any Dwelling and other structure situated thereon, including upkeep and care of exterior walls, roofs, gutters and downspouts.

Section 6.2. Maintenance Action By The Association. Where the Executive Board determines that an Owner has failed or refused to carry out their duties under this Article, the Executive Board shall take such action as is necessary to restore the property to the standards of the Planned Community. Entry upon any property for this purpose by the Association, its agents or employees shall not be deemed a trespass. Except in emergency situations, however, the Association shall give such Owner fifteen (15) days notice prior to its entry on the premises to perform such work.

Section 6.3. Assessment For Association Maintenance Of Owner's Lots Or Dwellings. Where the Association, in the interest of the Planned Community, authorizes maintenance on individual Lots, the work shall be performed in a cost efficient manner and the Association shall have the right to assess the Owner. In the case of failure to pay the charges or assessment, the Executive Board shall place a lien on the Lot which shall be a personal obligation of the Owner and shall be due and payable in all respects.

## **ARTICLE VII COMMON ELEMENTS**

Section 7.1. Management. The Association, subject to the rights of the Declarant and the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements located thereon. As provided by Section 47F-3-103 of the Act, the Executive Board may act in all instances on behalf of the Association except as provided in this Declaration, the Bylaws, or the Act.

Section 7.2. Duties And Powers. The duties and powers of the Association shall be those set forth in this Declaration, the Bylaws, and in Section 47F-3-102 of the Act. Should there be conflicts or inconsistencies between any of these documents then the order of authority shall be this Declaration, the Bylaws, and the Act.

Section 7.3. Restraint On Transfer. The shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated or transferred in any manner except to the extent that a transfer of ownership of a Lot or Dwelling also transfers the membership in the Association which is an appurtenance to such Lot or Dwelling.

Section 7.4. Limited Common Elements. The Declarant may identify as Limited Common Elements those portions of the Common Elements identified on the recorded Plats of the Planned Community, or by a recorded Supplemental Declaration. The

Common Expense associated with such Limited Common Elements shall be assessed to those Owners to whom the Limited Common Elements are allocated.

Section 7.5. Storage Facilities. If Declarant elects to construct in the Planned Community one or more storage facilities for boats and recreational vehicles, the Declarant may delete from the Common Elements the property on which such facilities are located. No Owner shall have any property right, privilege or easement in or to such storage facilities. Declarant, and Declarant's successors and assigns may lease space in such storage facilities on a first-come, first-served basis, and may charge storage fees for such space. Declarant may sell or transfer to a third party such storage facilities and the property on which such facilities are constructed, and such grantee or transferee may continue to lease storage space to persons for such fees as may be determined by the then-owner of such storage facilities. In the alternative, the Declarant may, but is not required to, transfer the storage facilities to the Association if the Association agrees to accept a deed therefor.

**ARTICLE VIII**  
**AFFIRMATIVE: ARCHITECTURAL LAND SCAPING**  
**CONDITIONS; ARCHITECTURAL REVIEW**  
**COMMITTEE**

Section 8.1. Purpose. In order to preserve the natural setting and beauty of the Planned Community, to establish and present a harmonious and aesthetically pleasing design for the Planned Community, to protect and promote the value of the Planned Community, the Lots made subject to this Declaration, and all improvements located therein or thereon, including landscaping, shall be subject to the restrictions set forth in this Article. Every Grantee of any interest to any property subject to this Declaration, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

Section 8.2. Architectural Review Committee. An Architectural Review Committee consisting of three or more persons may be appointed by the Executive Board and shall be responsible to the Executive Board. Unless and until the Executive Board has appointed an Architectural Review Committee, the Executive Board shall exercise all of the powers and perform all of the duties of that committee, and references in this Declaration to the "Architectural Review Committee" or the "Committee" shall be construed as references to the Executive Board acting as the Architectural Review Committee.

Section 8.3. Authority of the Committee. Subject to the rights of the Declarant, the Committee shall regulate the location of improvements on Lots, the external design and appearance of Dwellings, buildings and improvements on Lots, and the construction of Dwellings, buildings and improvements, so as to (a) promote those qualities in the environment that bring value to the Planned Community and the Lots, and (b) foster the attractiveness and functional utility of the Planned Community, including a harmonious relationship among structure, vegetation and topography. Notwithstanding the foregoing, during the period during which the Declarant holds Special Declarant Rights, the Declarant shall have the exclusive power to regulate the location of improvements on Lots, the external design and appearance of Dwellings, buildings and improvements on Lots, and the construction of Dwellings, buildings and improvements, and neither the Association nor the Committee shall have any authority over or responsibility for such regulation.

Section 8.4. Aesthetic Considerations. No Dwellings, building, improvements, swimming pools, walls, fences, driveways, parking areas, projections or other structures, and no walls, patios, planters or other similar items shall be commenced, improved, constructed, maintained, erected, altered (as, for example, by painting or staining the exterior of any Dwelling or building or glazing or tinting of any glass surface) or remodeled, nor shall any grading, excavation, tree removal, planting and/or exterior addition, change or alteration thereon be made, until plans and specifications accurately showing the nature, kind, shape, dimensions, materials, color (including color of paint or stain) and locations of the same shall have been submitted to and approved in writing by the Committee. The Committee shall also have the right to review and approve landscaping plans.



Section 8.s. Building Standards. Construction or alteration of all Dwellings, buildings and other improvements shall meet the standards established by the Committee in the Architectural Rules.

Section 8.6. Criteria for Review. The Committee shall review all applications for alterations or improvements, considering:

8.6.1. The purpose of such design review as provided in this Declaration;

8.6.2. The harmony, integrity and conformity of exterior design, color, and location relating to surrounding structures and topography;

8.6.3. Relation of the proposed improvements to the natural topography, grade and finished ground elevation;

8.6.4. Relation of the structure to that of neighboring structures and to natural features of the Property;

8.6.5. Relation to the overall community design of the Planned Community;

8.6.6. The character of the exterior materials, and the quality of the exterior workmanship to be employed;

8.6.7. Conformity of the plans and specifications to the purpose and general plan and intent of this Declaration; and

8.6.8. Maintenance responsibilities and duties of the Association as specified in this Declaration.

The Committee shall not arbitrarily or unreasonably withhold its approval of proposed improvements or alterations. The Committee may, however, condition its approval of proposals or plans and specifications for any improvement (1) upon the applicant's furnishing the Association with security acceptable to the Association against any mechanic's lien or other encumbrance which may be recorded against the Property as a result of such work; (2) on such changes therein as it deems appropriate; (3) upon the agreement by the applicant to grant appropriate easements to the Association for maintenance purposes, or (4) upon the agreement of the applicant to reimburse the Association for the costs of maintenance, or all of the above. Additionally, the Committee may require submission of additional plans and specifications or other information prior to approving or disapproving any proposal.

Section 8.7. Review Procedures. The Committee shall adopt rules or guidelines setting forth procedures for the submission and review of plans for improvements or alterations. Such procedures shall be consistent with the following:

8.7.1. The Committee may require that each application for approval be accompanied by a reasonable fee, which may be uniform or may be based upon any other reasonable criteria such as the estimated cost of the construction, alteration or addition contemplated.

8.7.2. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Review of any plan submitted for approval may be postponed until the Committee has received any plans, specifications or other materials referred to in this subsection.

8.7.3. Decisions of the Committee and the reasons for the decisions shall be transmitted to the applicant at the address set forth in the application. If the Committee fails to approve or disapprove such plans and specifications within 60 days after they have been submitted, then such plans and specifications shall be

deemed to have been denied as submitted; provided, that for purposes of this subsection, such plans and specifications shall not be deemed to have been submitted until any additional information or detail requested by the Committee has been received by the Committee.

8.7.4. In the case of a decision made by the Committee (as opposed to the Executive Board acting as the Committee), the applicant may appeal an adverse decision to the Executive Board, which may reverse or modify such decision by a two-thirds (2/3) vote of those directors present and voting at a meeting at which a quorum is present.

Section 8.8. Compliance with Legal Requirements. Approval by the Committee of any proposed alteration or improvement shall not be construed as a determination that the proposed work complies with the provisions of any building or zoning code or other governmental requirement. The Owner proposing to undertake such construction or alteration shall be solely responsible for complying with all applicable governmental requirements and obtaining all necessary permits and approvals, and shall submit evidence of such compliance to the Committee on request.

Section 8.9. Diligence in Completion. After obtaining approval by the Committee and satisfying all applicable governmental requirements, the Owner proposing any alteration or improvement shall proceed diligently with construction and shall notify the Committee of the completion of construction within ten days after such completion.

Section 8.10. Noncompliance. The Committee shall have power to enforce compliance with this Article in accordance with the following provisions:

8.10.1. The Committee may request that the Executive Board exercise its right to impose sanctions for violations of this Declaration and other rules and regulations of the Association, and, acting in the name of the Association, may apply to any court of competent jurisdiction injunctive or other equitable relief against any Owner who undertakes or threatens to undertake any alteration or improvement that has not been approved by the Committee.

8.10.2. With the approval of the Executive Board, the Committee may, at the initial cost of the Association, take such action as is reasonably necessary to remedy any noncompliance. Upon completion of any such action, the Committee shall notify the Owner responsible for the noncompliance of the cost (including attorneys' fees and other professional fees, if any) of the remedial action, and such Owner shall reimburse the Association for such cost within 15 days after the date of such notice. If such Owner fails to make such reimbursement within such 15-day period, the Committee shall notify the Board of such failure, and the Board shall assess such cost against all Lots owned by such Owner in the manner and with the effect specified in Section 47F-3-115 of the Act.

8.10.3. The Committee or its duly authorized representative may at any time inspect any improvement for which approval of plans is required, except that the Committee's right to inspect improvements or alterations for which plans have been submitted and approved shall terminate 180 days after completion of such improvements or alterations. The Committee's right to make inspections shall not terminate pursuant to this subsection if plans for such improvements or alterations were not approved by the Committee.

8.10.4. If, as a result of an inspection conducted pursuant to this Section, the Committee finds that an improvement or alteration was done without obtaining the Committee's approval or was not done in substantial compliance with plans approved by the Committee, it shall notify the Owner in writing of the failure to comply, specifying the particulars of noncompliance.

8.10.5. If the Owner disputes the Committee's determination of noncompliance, he may, within 30 days after the date of the Committee's notice, request a hearing before the Executive Board. If such a hearing has been timely requested, no action to enforce compliance shall be taken until the hearing has

been held and the Executive Board has announced its determination.

8.10.6. Any Owner who is determined to have made alterations or improvements in violation of the provisions of this article shall remedy such violation within 30 days after the Committee has given notice of such violation or, if such Owner has requested a hearing before the Executive Board pursuant to this Section, within 30 days after the date of any notice that the Executive Board has found such violation to exist.

Section 8.11. Variances. The Committee shall have power to authorize variances from compliance with any of the architectural provisions of this Declaration and the Architectural Rules, including restrictions on size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Any such variance must be evidenced by a document signed by a majority of the members of the Committee and recorded in the Pasquotank County Registry. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall any such variance limit any Owner's independent obligation to comply with all applicable governmental requirements.

Section 8.12. Approvals Set No Precedents. The approval by the Committee of any plans, specifications, drawings or other proposal for any alteration or improvement, or any variances from the Architectural Rules, shall not constitute approval of, or require the Committee to approve, any similar plans, specifications, drawings, variances, or other proposal pending concurrently or subsequently submitted for approval.

Section 8.13. Meetings. The Committee shall meet from time to time as necessary to perform its duties hereunder, and shall meet whenever instructed by the Board to do so. The quorum for any meeting of the Committee shall be a simple majority of the members of the Committee. The Committee may from time to time by unanimous resolution designate a representative (who may, but need not, be one of its members) to take any action or perform any duties on behalf of the Committee, except that the Committee's power to grant variances pursuant to this Article may not be so delegated. In the absence of such a designation, the vote of a majority of the members of the Committee at a meeting at which a quorum is present, or the unanimous written consent of the members of the Committee taken in lieu of a meeting, shall constitute the act of the Committee.

Section 8.14. Compensation of Members. The members of the Committee shall receive no compensation for their services as such, other than reimbursement for actual expenses incurred by them in the performance of their duties hereunder. Any representative designated pursuant to Section 8.13 may be compensated in such manner and amount as may be approved by the Board.

Section 8.15. Address. Unless the Committee shall otherwise specify by notice to all Owners, all requests for approval under this Article shall be submitted in person or by registered or certified mail to the principal office of the Association, directed to the attention of the Committee.

Section 8.16. Construction and Completion. The construction of any Dwelling or other improvements shall be completed within one (1) year after the date of commencement of such construction, unless provided otherwise in the Committee's approval letter or permit. No bulkhead, pier, dock, storage shed, storage building, carport or garage shall be constructed on a Lot until construction has commenced on a Dwelling on the Lot. The Declarant or, after Turnover, the Association, may permit an extension of this period in extenuating circumstances. Otherwise, the Executive Board may take whatever action is appropriate and necessary to stabilize and remedy the appearance of the property and Lot in accordance with the Section herein entitled "Maintenance Action By the Association."

Section 8.18. Landscaping. No tree, shrub, bush or other vegetation having a trunk diameter of six (6) inches or more at a point of four (4) feet above ground level shall be cut, removed or mutilated without the prior approval of the Declarant or the Association, provided this does not apply to dead or diseased trees or shrubs. If any such healthy tree,



hush or shrub is removed with approval of the Declarant or the Association, the Owner shall replace it with a tree, bush, or shrub of comparable value approved by Declarant or the Association. In the event the Owner fails, within thirty (30) days, to satisfactorily replace the tree, bush or shrub removed, the Owner shall pay the Association a damage fee as established by the Declarant or the Association. The Association through its agents and employees, shall have the right to enter the property for the purpose of replacing the tree, bush or shrub. Damages provided for herein shall become a lien on the property of the Owner.

Section 8.19. Placement of Improvements and Setback Lines.

8.19.1. The setback lines for each Lot shall be those shown on the recorded Plat of the Planned Community.

8.19.2. The maximum Building height shall be approved by the Committee, but in no case shall the Committee approve the height of a Building that exceeds 40 feet.

8.19.3. Variances of the setback lines listed above or as depicted on the recorded plats may be approved at the discretion of the Declarant or, after Turnover, the Association.

Section 8.20. Stormwater Runoff Rule Compliance. The following covenants are intended to ensure ongoing compliance with State stormwater management permit number SW7220914 as issued by the Division of Water Quality. The covenants contained in this Section may not be changed or deleted without the consent of the State.

8.20.1. No more than 4,500 square feet of any lot shall be covered by structures or impervious materials. Impervious materials include asphalt, gravel, concrete, brick, stone, slate or similar material but do not include wood decking or the water surface of swimming pools.

8.20.2. Swales shall not be filled in, piped, or altered except as necessary to provide driveway crossings.

8.20.3. Built-upon area in excess of the permitted amount requires a State stormwater management permit modification prior to construction.

8.20.4. All permitted runoff from outparcels or future development shall be directed into the permitted stormwater control system. These connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the system as permitted.

8.20.5. The maintenance of all stormwater facilities shall be the responsibility of the Association. The Association shall also have the responsibility to maintain the Baxter Lane ditch through the subdivision at least annually.

**ARTICLE IX  
RESTRICTIONS ON USE AND RIGHTS OF  
THE ASSOCIATION AND OWNERS**

Section 9.1. Permissible Uses. No Lot in Baxter Station, Phase One, shall be used except for single family residential purposes. A Dwelling may contain a home office used by the Owner of such Dwelling. Notwithstanding the foregoing, however, the Owner's employees, customers or clients shall not meet with Owner in Owner's Dwelling or work in Owner's Dwelling on a regular basis.

Section 9.2. Division of Lots. No Lot shall be further subdivided, or its boundary lines changed by its Owner, except with the written consent of the 'Declarant (or by the Association after Turnover). The Declarant may create a modified Lot by the sale of two or more adjacent Lots to one party, followed by the construction thereon of a Dwelling in such a manner as to require the total Lots to be treated as one modified Lot in order to meet the setback and side line requirements, without the necessity of replatting. The restrictions and covenants herein apply to each Lot so created.

Section 9.3. Architectural Rules. The Architectural Rules adopted by the Executive Board shall establish standards for all aesthetic matters in the Planned Community, including but not limited to the following: Minimum square footages of Dwellings and other improvements, exterior antennas, satellite dishes, temporary structures, fences, garbage and storage receptacles, and signs.

Section 9.4. Other Rules. The Rules adopted by the Executive Board shall establish standards for all other matters in the Planned Community, including but not limited to the following: animals and pets, offensive and illegal activities, outside burning, discharge of firearms, motor vehicles and boats.

Section 9.5. Utilities and Easement. All utility lines of every type, including, but not limited to, water, electricity, telephone, television cables or sewage must be underground.

Section 9.6. Time Shares.

9.6.1. No Dwelling or Lot may be subdivided to permit the creation of a time share or time shares as same is defined by Chapter 93A, Article 4 of the North Carolina General Statutes, or any subsequent legislation affecting time shares, unless such creation of a time share or time shares is approved as described below.

9.6.2. The Declarant must approve such creation of a time share or time shares in its sole discretion; provided, however, that after Turnover, the creation of a time share or time shares must be approved by both a seventy-five percent (75%) majority vote of the Directors of the Association, and by the agreement of Owners to which at least eighty percent (80%) of the votes in the association are allocated.

9.6.3. If the creation of a time share or time shares is approved as outlined above, an appropriate supplement or amendment to this Declaration shall be executed and filed with the Pasquotank County Registry, designating both the approval and the property or properties which are affected by said approval.

Section 9.7. Leases. Leaseholds of any Dwelling may be granted or be conveyed by an Owner only in accordance with the following restrictions:

9.7.1. Any lease, assignment, or sublease must be for the entire Dwelling unless Declarant (or after Turnover, the Association) gives prior written consent to leasing of a portion of a Dwelling;

9.7.2. No Dwelling may be rented for a period of less than six (6) months;  
and

9.7.3. Each tenant, by becoming a tenant, agrees to be bound by this Declaration. If any Owner or tenant violates any of the provisions of this Declaration, the Declarant Association may bring an action in its own name or in

the name of the owner, or both, to have the tenant evicted or to recover damages, or both. These remedies are not exclusive and are in addition to other remedies available. The cost of such action shall be recovered by the Association which shall be a continuing lien on the Dwelling, binding on the Owner, his heirs, successors and assigns. The Association shall give the tenant and the owner written notice of the nature of the violation(s) and twenty (20) days from the mailing of the notice in which to cure the violation before the Association may file an action for eviction or damages or both.

Section 9.8. Regarding Age Restriction. The use of the property shall be limited to an age-restricted residential community where all units are occupied by all occupants 55 years of age or older. No one under the age of 55 years old is permitted to live in the community. Before the issuance of the first building permit for the first dwelling unit, Developer will record a restrictive covenant in the homeowners' association documents restricting the use, accordingly, requiring occupants to certify the age of all household occupants at least once every two years, and providing for enforcement of such restriction.

## **ARTICLE X**

### **GENERAL PROVISIONS AND ENFORCEMENT**

Section 10.1. Duration. This Declaration shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them in perpetuity, unless the Planned Community is terminated pursuant to Section 47F-2-118 of the Act.

Section 10.2. No Trespass. Whenever the Association, the Declarant, and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Planned Community, the entering thereon and the taking of such action shall not be deemed a trespass.

Section 10.3. Interpretations. In all cases, the provisions of this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Declarant or the Executive Board, will best effect the intent of the general plan of the Planned Community. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive.

Section 10.4. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid. However, if the application of any provision to any person or property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and to this end the provisions of this Declaration are declared to be severable.

Section 10.5. Notices. Notices required under this Declaration shall be in writing and shall be delivered by hand or sent by United States mail, postage prepaid. All notices to Owners shall be delivered or sent to such address as have been designated in writing to the Association or if no such address has been so designated by the Owner, at the address of the Owner's Lot or Dwelling. All notices to the Declarant shall be delivered or sent to the Declarant's main office in Moyock, North Carolina, or to such other address as the Declarant from time to time may notify the Association.

Section 10.6. Amendments. The Declarant reserves the right to modify or amend this Declaration at any time and for any reason without prior notice and without the consent of any Owner, Person, or the Association for any purpose whatsoever, provided any such amendment or modification may not materially alter the basic plan of development. Once the Declaration has been amended or modified, such amendment or

modification shall extend to and be automatically applicable to the Lots that were sold prior to or subsequent to the recordation of such amendment. Any such amendment of the Declaration by the Declarant shall not require the joinder of the Association or any Lender. The Declarant, by itself, shall not have the right to modify or amend this Declaration after Turnover. The Executive Board of the Association, after Turnover, as herein provided may modify or amend this Declaration pursuant to Section 47F-2-117 of the Act.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions has been signed and executed by the Declarant the day and year first above written.

DECLARANT:

JUSTIN OLD

BAXTER STATION, LLC

DRAFT

EXHIBIT A  
Legal Description

DRAFT

**From:** Mark Bissell <mark@bissellprofessionalgroup.com>  
**Sent:** Thursday, February 22, 2024 8:24 AM  
**To:** 'SVC\_PWSSection.PlanReview'  
**Cc:** 'Dave Klebitz'; 'Marcie Respass, Engineering Coordinator'  
**Subject:** RE: [External] 4671 Serial No. 22-00951 Baxter Station - Partial Final Approval  
**Attachments:** Baxter Station Phase 1 Applicant Certification - executed.pdf; Waterline AC 22-00951.pdf; Baxter Station Phase 1 Partial Engineer's Certification.pdf; 2-21-24 Baxter Waterline Phasing Exhibit.pdf

**Flag Status:** Flagged

Good morning,

We are attaching a copy of the Applicant Certification and Engineer Certification (Partial) for the Baxter Station waterline extension project.

Since this is a Partial Engineer's Certification for Unanticipated Phases, we are submitting the following documents in accordance with the guidance that you provided:

- A copy of the original approval letter documenting the approved system components
- A description of the project components that have been completed and are included in the Partial Engineer's Certification (attachment to the certification)
- A description of the project components that have not been completed, which are to be completed in a subsequent phase (also included in the attachment to the certification)
- A blow-off has been added at the terminus of the waterline that has not been completed, as shown on the attached map.
- A color-coded map showing the components that have been completed and those that remain to be completed is included.

While not required on the Unanticipated Phasing checklist, we have run a WaterCad model of the system without the western connection to Baxter Lane, and determined that it has negligible impact on flow and pressure.

Please let me know if anything else is needed for the Partial Final Approval.

Thank you,

Mark S. Bissell, PE



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3512 N. Croatan Hwy. \* PO Box 1068 \* Kitty Hawk, NC 27949

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---

**From:** SVC\_PWSSection.PlanReview <PWSSection.PlanReview@deq.nc.gov>

**Sent:** Friday, February 09, 2024 8:39 AM

**To:** Mark Bissell <mark@bissellprofessionalgroup.com>

**Cc:** Dave Klebitz <davek@bissellprofessionalgroup.com>; Marcie Respass, Engineering Coordinator <admin@bissellprofessionalgroup.com>;

SVC\_PWSSection.PlanReview <PWSSection.PlanReview@deq.nc.gov>

**Subject:** RE: [External] 4671 Serial No. 22-00951 Baxter Station - Partial Final Approval

Good morning Mark,

Since the project was approved without phasing and the certification will be for partial completion, we would need more information to move forward with issuing a partial final approval. Please read the guidance provided in the link below and supply the information detailed under *Partial Engineer's Certification for Unanticipated Phases* near the end of the document when you submit the partial certifications.

[https://files.nc.gov/ncdeq/Water%20Resources/files/pws/planreview/Partial\\_Final\\_Approvals\\_External.pdf](https://files.nc.gov/ncdeq/Water%20Resources/files/pws/planreview/Partial_Final_Approvals_External.pdf)

For your reference: General questions and certifications can always be sent to [PWSSection.PlanReview@deq.nc.gov](mailto:PWSSection.PlanReview@deq.nc.gov). This inbox is always monitored, so it ensures you will get a response even if an individual is out of the office or has left Plan Review.

Best,

**Amanda Spencer** (*she/her/hers*)

*Plan Review Engineer, Public Water Supply Section*

North Carolina Department of Environmental Quality

Office: (919) 707-9077 | PWSS Main Office: (919) 707-9100

[Amanda.Spencer@deq.nc.gov](mailto:Amanda.Spencer@deq.nc.gov)



DEQ is updating its email addresses to @deq.nc.gov.



*Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.*

---

**From:** Hassan, Monti <[monti.hassan@deq.nc.gov](mailto:monti.hassan@deq.nc.gov)>  
**Sent:** Thursday, February 8, 2024 4:22 PM  
**To:** Mark Bissell <[mark@bissellprofessionalgroup.com](mailto:mark@bissellprofessionalgroup.com)>; SVC\_PWSSection.PlanReview <[PWSSection.PlanReview@deq.nc.gov](mailto:PWSSection.PlanReview@deq.nc.gov)>  
**Cc:** Dave Klebitz <[davek@bissellprofessionalgroup.com](mailto:davek@bissellprofessionalgroup.com)>; Marcie Respass, Engineering Coordinator <[admin@bissellprofessionalgroup.com](mailto:admin@bissellprofessionalgroup.com)>  
**Subject:** RE: [External] 4671 Serial No. 22-00951 Baxter Station - Partial Final Approval

Hello Mark,

I'm no longer with the Public Water Supply. I'm forwarding this email to Plan Review Unit for review. Thanks,

**Monti Hassan**  
*Project Manager, Division of Water Infrastructure*  
North Carolina Department of Environmental Quality  
Office: 919.707.9247  
Mobile: 984.297.1615  
[monti.hassan@deq.nc.gov](mailto:monti.hassan@deq.nc.gov)

Mailing Address – 1633 Mail Service Center, Raleigh, North Carolina 27699-1633  
Street Address – 512 N. Salisbury St., Raleigh, North Carolina 27604

---

**From:** Mark Bissell <[mark@bissellprofessionalgroup.com](mailto:mark@bissellprofessionalgroup.com)>  
**Sent:** Thursday, February 8, 2024 1:54 PM  
**To:** Hassan, Monti <[monti.hassan@deq.nc.gov](mailto:monti.hassan@deq.nc.gov)>  
**Cc:** Dave Klebitz <[davek@bissellprofessionalgroup.com](mailto:davek@bissellprofessionalgroup.com)>; Marcie Respass, Engineering Coordinator <[admin@bissellprofessionalgroup.com](mailto:admin@bissellprofessionalgroup.com)>  
**Subject:** [External] 4671 Serial No. 22-00951 Baxter Station - Partial Final Approval

**CAUTION:** External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Hello Monti,

The referenced waterline extension (Serial No. 22-00951 Baxter Station) is under construction and the majority of the construction has now been completed. Due to a construction delay, the applicant is considering asking for a partial final approval, so that the completed part of the system can be put in place until the delay is remedied and the rest of the system can be completed. The approval for this project was issued for a non-phased project. However, I have run a modified WaterCad model, which shows that there is adequate flow and pressure for approval as a phased project.

Will the partial final approval have a prerequisite of getting a permit amendment to show phasing, or is there some other way that this can be handled?

Thank you,

Mark S. Bissell, PE



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Public Water System Project  
Engineer Certification Form

By the signature below I certify:

The referenced public water system project was completed in substantial compliance with the approved engineering plans and specifications, including any provisions stipulated in the Department's plan approval letter or authorization to construct letter, and revised only in accordance with the provisions of Rule .0306.

This is a

- Full certification  
 Partial certification, covering Phase 1 (details are provided on the attachment)\_\_\_\_\_

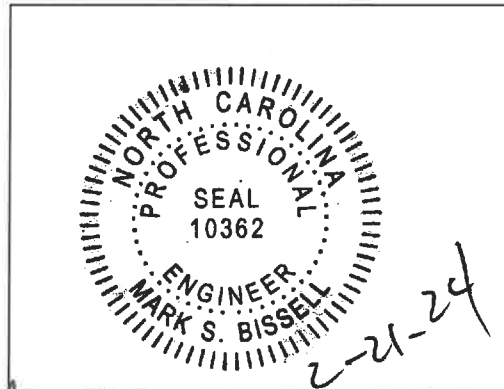
This certification is based upon inspections conducted (select one):

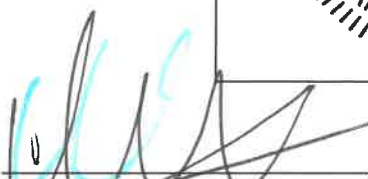
- Daily  
 Continuously  
 Periodically

By (select one):

- Myself  
 Another under my responsible charge

Seal here:



Engineer Signature: 

Engineer Name(Print): Mark S. Bissell

Project Name: Baxter Station – Phase 1

Date: 2-21-24

Serial No: 22-00951

Water System Name: Currituck Co. Water Sys.

**Currituck County Water System, NC0427010**

**Baxter Station, Public Waterline Extension, Serial No. 22-00951**

**Phase 1 Partial Certification - Summary of Phased Construction**

1. This Partial Certification covers the following construction activities for Phase 1:
  - All 8" watermains throughout the subdivision, including Baxter Station Blvd., Tuscorora Lane, and Heritage Tree Manor, including the connection to the existing waterline on Heritage Tree Manor, with the exception of the final 180' of waterline at the main entrance on Baxter Station Blvd. to connect to the existing waterline on the north side of Baxter Lane, consisting of 170' of 10" HDPE and 10' of 8" PVC waterline (a temporary blow-off has been provided);
  - Water service connections for Lots 1-10, Lots 34-56, and Lots 72-80.
  
2. Phase 2 remaining: The remainder of the project's water system to be constructed and certified includes the 170' of bored 10" HDPE and 10' of 8" PVC to connect to the existing waterline at Baxter Lane, and service connections for Lots 11-33 and Lots 57-71.

A color-coded map is included showing the completed and incomplete portions of the project.

ROY COOPER

*Governor*

ELIZABETH S. BISER

*Secretary*

RICHARD E. ROGERS, JR.

*Director*



NORTH CAROLINA  
*Environmental Quality*

October 17, 2022

Currituck County Water Department  
Attention: Donald I. McRee, County Manager  
153 Courthouse Road  
Currituck, North Carolina 27929

Re: Engineering Plans Approval  
Distribution Extension  
Baxter Station  
Craven County Water System  
Water System No.: NC0427010, Currituck County  
Serial No.: 22-00951

Dear Applicant:

Enclosed please find one copy of the "Application for Approval..." together with one copy of the referenced engineering plans bearing the Division of Water Resources stamp of approval for the referenced project. These engineering plans are approved under Division of Water Resources Serial Number 22-00951, dated October 17, 2022.

Engineering plans prepared by David M. Klebitz, P.E., call for the installation of approximately 5,285 linear feet of 8-inch water main, 170 linear feet of 10-inch water main, valves, bends, fire hydrants, and associated appurtenances to serve the 80 lot Baxter Station subdivision. The proposed water main will connect to existing 8-inch water main along Baxter Lane (SR 1229) and extend along Baxter Station Blvd, Tuscorora Lane, and N. Heritage Tree Manor reconnecting to an existing 4-inch water main along Baxter Lane and to an existing 8-inch gate valve along N. Heritage Tree Manor. **The project must be constructed in accordance with Currituck County's Standard Specifications.**

Please note that in accordance with 15A NCAC 18C .0309(a), no construction, alteration, or expansion of a water system shall be placed into service or made available for human consumption until the Public Water Supply Section has issued Final Approval. Final Approval will be issued and mailed to the applicant upon receipt of both an Engineer's Certification and an Applicant's Certification submitted in accordance with 15A NCAC 18C .0303 (a) and (c).

These plans and project special provisions in the foregoing application are approved insofar as the protection of public health is concerned as provided in the rules, standards and criteria adopted under the authority of Chapter 130A-317 of the General Statutes. This approval does not constitute a warranty of the design, construction or future operation of the water system.



North Carolina Department of Environmental Quality | Division of Water Resources

512 North Salisbury Street | 1634 Mail Service Center | Raleigh, North Carolina 27699-1634

919.707.9100

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

RICHARD E. ROGERS, JR.

Director



NORTH CAROLINA  
Environmental Quality

October 17, 2022

CURRITUCK COUNTY WATER DEPARTMENT  
ATTN: DONAL I. MCCREE, COUNTY MANAGER  
153 COURTHOUSE ROAD  
CURRITUCK, NC 27929

Re: **Authorization to Construct (This is not a Final Approval)**

Issue Date: October 17, 2022

BAXTER STATION

Serial No.: 22-00951

Water System No.: NC0427010

Currituck County

Dear Applicant:

This letter is to confirm that a complete Engineer's Report and a Water System Management Plan have been received, and that engineering plans and specifications have been approved by the Department for **BAXTER STATION, Serial No.: 22-00951**.

The "Authorization to Construct" is valid for 36 months from the issue date. Authorization to construct may be extended if the Rules Governing Public Water Supplies and site conditions have not changed (see Rule .0305). The "Authorization to Construct" and the engineering plans and specifications approval letter shall be posted at the primary entrance of the job site before and during construction.

Upon completion of the construction or modification, **and prior to placing the new construction or modification into service**, the applicant must submit an Engineer's Certification and Applicant's Certification to the Public Water Supply Section.

- **Engineer's Certification:** in accordance with Rule .0303 (a), the applicant shall submit a certification statement signed and sealed by a registered professional engineer stating that construction was completed in accordance with approved engineering plans and specifications, including any provisions stipulated in the Department's engineering plan and specification approval letter.
- **Applicant's Certification:** in accordance with Rule .0303 (c), the applicant shall submit a signed certification statement indicating that the requirements for an Operation and Maintenance Plan and Emergency Management Plan have been satisfied in accordance with Rule .0307 (d) and (e) and that the system has a certified operator in accordance with Rule .1300. The "Applicant's Certification" form is available at <http://www.ncwater.org/> (click on Public Water Supply Section, Plan Review, Plan Review Forms).

Certifications can be sent by mail, fax (919-715-4374), or attachment to an e-mail message to **PWSSection.PlanReview@ncdenr.gov**.

If this "Authorization to Construct" is for a new public water system, the owner must submit a completed **application for an Operating Permit** and the appropriate fee. For a copy of the application for an Operating Permit please call (919) 707-9085.

Once the certifications and permit application and fee (if applicable) are received and determined adequate, the Department will issue a Final Approval letter to the applicant. In accordance with Rule .0309 (a), **no portion of this project shall be placed into service until the Department has issued Final Approval**.

Please contact us at (919) 707-9100 if you have any questions or need additional information.

Sincerely,

Handwritten signature of Jay Frick in black ink.

Jay Frick  
Deputy Section Chief  
Public Water Supply Section  
Division of Water Resources

cc: JAMIE MIDGETTE, P.E., Regional Engineer  
BISSELL PROFESSIONAL GROUP



North Carolina Department of Environmental Quality | Division of Water Resources  
512 North Salisbury Street | 1634 Mail Service Center | Raleigh, North Carolina 27699-1634  
919.707.9100

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North Carolina Department of Environmental Quality  
Division of Water Resources

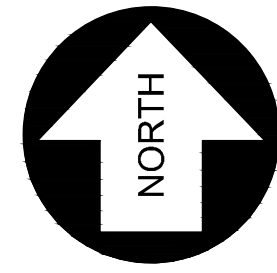
Authorization to Construct

Project Applicant:	CURRITUCK COUNTY WATER DEPARTMENT
Public Water System Name and Water System No.:	CURRITUCK COUNTY WATER SYSTEM NC0427010
Project Name:	BAXTER STATION
Serial No.:	22-00951
Issue Date:	October 17, 2022
Expiration Date:	36 Months after Issue Date

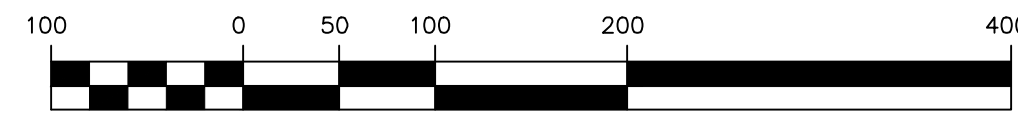
In accordance with NCAC 18C .0305, this Authorization to Construct must be posted  
at the primary entrance to the job site during construction.

---





NC NAD 83(2011) GRID NORTH



1" = 100'  
GRAPHIC SCALE



N/F  
HIDDEN OAKS COMMUNITY  
ASSOCIATION INC.  
D.B. 1659, PG. 428  
P.C. P. SL. 146

N/F  
HIDDEN OAKS COMMUNITY  
ASSOCIATION INC.  
D.B. 1659, PG. 428  
P.C. P. SL. 146

N/F  
HIDDEN OAKS COMMUNITY  
ASSOCIATION INC.  
D.B. 1659, PG. 428  
P.C. P. SL. 42

LEGEND	
	INSTALLED METER
	UNINSTALLED METER

S:\projects\4671\_BaxterStation\Drawings\1\4671ASB-WTR.dwg - 2/21/2024 - 5:07 PM - MR. Designer: J.L.S. - 24-in. Plotter: L4053661

Bissell Professional Group  
3512 North Carolina Highway  
K-10, Box 1048  
Charlotte, North Carolina 27849  
(704) 251-2850  
(704) 251-2855  
FAX (704) 251-1700

Engineers, Planners, Surveyors  
and Environmental Specialists

**WATERLINE PHASING**

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**BAXTER STATION - PHASE 1**

CURRITUCK COUNTY NORTH CAROLINA

**CONSTRUCTION RECORD DRAWINGS**

MOYOCK

PROJECT: \_\_\_\_\_

REV	DATE	DESCRIPTION

FINAL DRAWING -  
FOR REVIEW -  
PURPOSES ONLY

DATE: 2/21/24	SCALE: 1"=100'
DRAWN: BPG	CHECKED: MDB
APPROVED: AKM	APPROVED: BPG
SHEET: 1	OF 1
CAD FILE: 4671ASB-WTR	PROJECT NO:
4671	