



Currituck County

Planning & Inspections Department
153 Courthouse Road, Suite 110
Currituck, North Carolina 27929
252-232-3055
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MEMORANDUM

To: Rick Willis, Corolla Boat Club, LLC
Mark Bissell, P.E., Bissell Professional Group

From: Jennie Turner, Assistant Planning Director

Date: May 9, 2024 **May 23, 2024 Response to TRC Comments**

Re: Corolla Boat Club – Major Site Plan
Zero Lot Line Development

The following comments were received at the May 8, 2024 TRC meeting. Please address all comments and resubmit a corrected plan as necessary. TRC comments are valid for six months from the date of the TRC meeting. To be considered for placement on the June 12, 2024 TRC meeting agenda, please resubmit an updated plan and documents by noon on May 23, 2024.

Planning, Jennie Turner 252-232-6031

Reviewed

1. The existing parcels need to be recombined prior to major site plan approval.
We plan to submit a recombination plat next week.
2. Please reference the county's easement over the pond.
The easement is referenced on Sheet 2; we are showing an addition to the easement on Sheet 5 to cover the pipe extension to the adjusted shoreline.
3. Is there an existing easement for the groundwater discharge pipe?
There is an easement, which allows the developer to relocate the pipe and easement. The relocated easement is shown on Sheet 4..
4. Non-residential design standards apply to the commercial and mixed-use portions of the development.
This is acknowledged; the Architect is working to make sure these standards are being met.
5. Per Section 1.8.6.B.2 of the UDO a special use permit for outdoor recreation/entertainment uses (paddle boat rental, outdoor entertainment venue) in PUDs, to establish outdoor recreation/entertainment uses, special use permit applications will be required.
An application for these additional uses will be submitted in the near future.
6. Malia Drive must meet NCDOT construction standards.
Malia Drive will meet NCDOT construction standards.
7. Provide cross access easement on site plan and record per UDO Section 5.1.4.A.7.
The access easement has been added to Sheet 5.
8. Please show the gate in accordance with BOC approval condition.
The gate has been added to sheet 5.
9. Provide detailed landscaping plan with proposed species. **The developer's landscaper is still working on these details and will provide as soon as they are complete.**

10. Provide vehicular strips between spaces adjacent to TBII. Confirm canopy tree within 60' of parking spaces.
A 5' landscaped buffer is being provided; tree spacing is being provided meeting the 60' requirement.
11. UDO Section 3.2.2.C.3 requires unified control for a zero-lot line development. Please submit documentation including association's bylaws, and all documents governing ownership, maintenance and use restrictions. Please include the BOC condition related to prohibiting fences between buildings.
The developer has provided a draft HOA document for review to include with this submittal.
12. Provide minimum BPE.
A BPE/FFE Table has been added to the plan set on Sheet 5.
13. Please make sure proposed fill meets UDO Section 7.3.4.C.
We have checked the grades on adjacent properties, and are not filling above existing grades within 30' of the site, so it appears that the requirements of 7.3.4.C. are being met.
14. Any proposed open space improvements should be part of this major site plan approval.
Open space improvements will be constructed in accordance with the schedule provided on Sheet B.
15. Provide minimum open space and active open space calculations for each phase.
The phase lines have been added to the active open space sheet (Sheet C), and calculations provided for each phase.
16. Please check phasing lines for clear delineations (ex: s3/s4 and s5/s6 and marina bathroom).
The phase lines have been adjusted as requested (Sheet B).
17. Please label construction drawings as major site plan zero lot line development.
The label has been added to the cover sheet.
18. Construction Drawings page 1, Development Summary, please change "roadways" to "driveways".
This change has been made to the development summary.
19. Was space for hot tubs/exterior amenities for individual duplex units made available and accounted for in lot coverage?
The amount of 100 sq ft has been added to coverage for each lot as an allowance for amenities.
20. The wetland pond appears to be accepting stormwater, is that the intent and if so, are additional approvals from ACOE required?
The pond is accepting stormwater runoff, but is not a BMP, and no additional authorization is required (the pond is being treated the same as any other part of the wetland by the COE), and under the state's low density rules, stormwater may be dispersed as we are planning to do here.
21. Provide photometric plan for any proposed exterior lighting.
This has been prepared but still needs to be incorporated
22. Prior to site plan approval, please provide a valid E&S permit, fully executed encroachment agreements for the waterline, roadway and sidewalk improvements, valid wastewater extension permit, waterline extension permit, stormwater management permit and nationwide permit. Regarding the permit table at the bottom of sheet 1 of construction drawings, please remove PP/SUP reference as this is a zero lot line major site plan review.

These permits and approvals will be provided as they are received. The correction has been made to the permit table on Sheet 1.

23. Please provide architectural elevations for the mixed-use buildings over the pond.
Elevations for the mixed-use buildings are included in this submittal.
24. Please detail the change in bedrooms from ASP to this submittal. There appears to be an increase in number of bedrooms. Per the ASP, the total number of bedrooms was proposed to be reduced from approximately 180 bedrooms to 166 bedrooms.
The bedroom count has been adjusted downward to 165, below the number that was represented on the approved Amended Sketch Plan (166). The bedroom count is detailed at the bottom of Sheet A.
25. Please provide required certificates and statements on the site plan/plat.
We need to meet with staff to discuss these, as it is unclear which pertain to Zero Lot Line development.
26. Let's have a clear understanding of proposed parking, please label spaces for proposed and future uses:
The 19 future marina parking spaces and the 6 future paddle boat spaces have been added to the parking table on Sheet A, and have been designated as commercial use areas. The remaining spaces along Virginia Lane will be set aside for the single-story duplexes (I anticipate that the pavement will be marked with unit numbers. There are 10 fewer total parking spaces in total, because there are 6 fewer multi-story duplexes, which have a higher parking count than the single-story units.

From Approved ASP:

PARKING REQUIREMENT		
USE CATEGORY	REQUIRED	PROVIDED
GENERAL COMMERCIAL:	9,000 S.F. @ 1/300 S.F. = 30 SPACES	31 SPACES
RESTAURANT:	5,083 S.F./150 S.F. = 33.9 SPACES	34 SPACES
OUTDOOR ENTERTAINMENT VENUE:	7,469 S.F./250 = 29.9 SPACES	30 SPACES
UPPER STORY DWELLINGS:	0.5/UNIT X 9 = 4.5 SPACES	9 SPACES
(38) ONE STORY DUPLEX LOTS:	1.5 SPACES/UNIT = 57 SPACES	70 SPACES
(18) TWO STORY DUPLEX LOTS:	1.5 SPACES/UNIT = 27 SPACES	54 SPACES
PADDLE BOAT RENTALS:	1 SPACE/SLIP OR MOORING = 6 SPACES	6 SPACES
56 BOAT DOCKS:	1 SPACE/SLIP OR MOORING SPACES = 56 SPACES	19 SPACES
TOTAL SPACES REQUIRED:	244 SPACES	
TOTAL SPACES PROVIDED:		250 SPACES

NOTE:
SINGLE STORY DUPLEXES HAVE 2 BEDROOMS EACH, TWO STORY DUPLEXES HAVE 4,
AND THE UPPER-STORY DWELLING UNITS HAVE 2 BEDROOMS EACH.

From this Submittal:

PARKING REQUIREMENT		
USE CATEGORY	REQUIRED	PROVIDED
GENERAL COMMERCIAL:	9,000 S.F. @ 1/300 S.F. = 30 SPACES	31 SPACES
RESTAURANT:	5,083 S.F./150 S.F. = 33.9 SPACES	34 SPACES
OUTDOOR ENTERTAINMENT VENUE:	7,469 S.F./250 = 29.9 SPACES	30 SPACES
UPPER STORY DWELLINGS:	0.5/UNIT X 9 = 4.5 SPACES	9 SPACES
(44) ONE STORY DUPLEX LOTS:	1.5 SPACES/UNIT = 66 SPACES	93 SPACES
(12) TWO STORY DUPLEX LOTS:	1.5 SPACES/UNIT = 18 SPACES	36 SPACES
TOTAL SPACES REQUIRED:	182 SPACES	
TOTAL SPACES PROVIDED:		250 SPACES

27. NOTE: Prior to staff approving an amended final plat, a performance guarantee shall be required to ensure completion of private site improvements including but not limited to landscaping, driveways, parking areas, sidewalk, and open space improvements. The amended final plat shall include required building pad and finished floor elevations. The amended final plat shall include addresses.

The requirements for submitting a final plat, with appropriate performance guarantees, are acknowledged.

Currituck County Building Inspections & Fire, Rick Godsey 252-232-6020

Reviewed

No parking signs on street, lane and alley.

No parking signs have been added at appropriate locations (Sheet 11).

Mark fire lane on alley closest to pier.

The fire lane marking has been added to the plan (Sheet 11).

Stormwater Review, (McAdams, Stormwater Consultant)

Reviewed

1. See attached.

Southern Outer Banks Water, Jim Williams, 252- 453-2620

Reviewed

Currituck County GIS, Harry Lee 252-232-2034

Reviewed

Is a recombination plat going to be recorded combining Parcel ID Numbers 0116000010A0000, 0116000010B0000 and 0116000010C0000?

Yes; we anticipate submitting a recombination plat next week.

ADDRESS ASSIGNMENT

UNIT ADDRESS NOTE

S1 822-B VIRGINIA LN DUPLEX
S2 822-A VIRGINIA LN DUPLEX
S3 820-B VIRGINIA LN DUPLEX
S4 820-A VIRGINIA LN DUPLEX
S5 818-B VIRGINIA LN DUPLEX
S6 818-A VIRGINIA LN DUPLEX
S7 816-B VIRGINIA LN DUPLEX
S8 816-A VIRGINIA LN DUPLEX
S9 814-B VIRGINIA LN DUPLEX
S10 814-A VIRGINIA LN DUPLEX
S11 812-B VIRGINIA LN DUPLEX
S12 812-A VIRGINIA LN DUPLEX
S13 810-B VIRGINIA LN DUPLEX
S14 810-A VIRGINIA LN DUPLEX
S15 808-B VIRGINIA LN DUPLEX
S16 808-A VIRGINIA LN DUPLEX
S17 806-B VIRGINIA LN DUPLEX
S18 806-A VIRGINIA LN DUPLEX
S19 804-B VIRGINIA LN DUPLEX
S20 804-A VIRGINIA LN DUPLEX
S21 802-B VIRGINIA LN DUPLEX

S22 802-A VIRGINIA LN DUPLEX
S23 800-B VIRGINIA LN DUPLEX
S24 800-A VIRGINIA LN DUPLEX
S25 801-A VIRGINIA LN DUPLEX
S26 801-B VIRGINIA LN DUPLEX
S27 803-A VIRGINIA LN DUPLEX
S28 803-B VIRGINIA LN DUPLEX
S29 805-A VIRGINIA LN DUPLEX
S30 805-B VIRGINIA LN DUPLEX
S31 807-A VIRGINIA LN DUPLEX
S32 807-B VIRGINIA LN DUPLEX
S33 809-A VIRGINIA LN DUPLEX
S34 809-B VIRGINIA LN DUPLEX
S35 811-A VIRGINIA LN DUPLEX
S36 811-B VIRGINIA LN DUPLEX
S37 813-A VIRGINIA LN DUPLEX
S38 813-B VIRGINIA LN DUPLEX
S39 815-A VIRGINIA LN DUPLEX
S40 815-B VIRGINIA LN DUPLEX
S41 817-A VIRGINIA LN DUPLEX
S42 817-B VIRGINIA LN DUPLEX
S43 819-A VIRGINIA LN DUPLEX
S44 819-B VIRGINIA LN DUPLEX

M1 834-B VIRGINIA LN DUPLEX
M2 834-A VIRGINIAL N DUPLEX
M3 832-B VIRGINIA LN DUPLEX
M4 832-A VIRGINIAL N DUPLEX
M5 830-B VIRGINIA LN DUPLEX
M6 830-A VIRGINIA LN DUPLEX
M7 826-B VIRGINIA LN DUPLEX
M8 826-A VIRGINIA LN DUPLEX
M9 828-B VIRGINIA LN DUPLEX
M10 828-A VIRGINIA LN DUPLEX
M11 824-B VIRGINIA LN DUPLEX
M12 824-A VIRGINIA LN DUPLEX

C1 840 VIRGINIA LN COMMERCIAL
RESTAURANT
C2 820 CURRIE LN COMMERCIAL
C3 824 CURRIE LN COMMERCIAL
C4 828 CURRIE LN COMMERCIAL
C5 840 CURRIE LN COMMERCIAL
C6 844 CURRIE LN COMMERCIAL
C7 848 CURRIE LN COMMERCIAL
C8 860 CURRIE LN COMMERCIAL
C9 864 CURRIE LN COMMERCIAL
C10 868 CURRIE LN COMMERCIAL

U1 822 CURRIE LN APARTMENT
U2 826 CURRIE LN APARTMENT

U3 830 CURRIE LN APARTMENT
U4 842 CURRIE LN APARTMENT
U5 846 CURRIE LN APARTMENT
U6 850 CURRIE LN APARTMENT
U7 862 CURRIE LN APARTMENT
U8 866 CURRIE LN APARTMENT
U9 870 CURRIE LN APARTMENT

CLUB HOUSE 804 CURRIE LN CLUB HOUSE
The table of addresses has been added to Sheet 1.

Currituck Parks and Recreation, Jason Weeks, 252-232-3007

Reviewed

US Post Office

Contact the local post office for mail delivery requirements.

Fire and EMS and Corolla Fire Rescue, Sam Dahl, 571-271-7358

Reviewed

Currituck County Fire and EMS and Corolla Fire Rescue have the following concerns with the Monterey Shores, PUD, Phase 10A – Corolla Boat Club.

Comments for the May 2024 TRC.

Will the bridge from Virginia Lane to Currie Lane support the weight of the heaviest fire apparatus which is almost 80,000 pounds?

Yes, Currie Lane is actually going to be a causeway, rather than a bridge, with fill material compacted to meet NC roadway standards.

There is a connectivity stub out from Currie Lane to the parking lot of where the farm market is currently located, and this avenue of approach is appreciated. How will the farm market parking lot be marked to ensure the access is not blocked? Has a permanent easement been obtained to ensure if the parking lot changes ownership that the stub out will remain accessible?

The land where the farm market is located is owned by NCDOT, and NCDOT claims that it is a parcel rather than a right-of-way, and NCDOT will not commit to any permanent uses or improvements at this stage.

On the Currie Lane side of the access how will the stub out be marked to ensure it is not blocked by vehicles?

A “No Parking – Fire Access” sign will be placed on the gate on the Currie Lane side, as shown on the fence detail on the updated plan set.

Dock Standpipe

Sheet 1 of the preliminary zero lot line plan, revised 3/28/24, shows the welcome addition of a standpipe to the boat docks. There is no detail provided on standpipe construction. Based on experience with fire suppression water supply systems in Corolla we suggest PVC not be used for the standpipes or risers as the material degrades in the environment and the joints are problematic with frequent leaks.

Ductile iron pipe is being specified for the standpipes. Additional details will be provided.

The drawings remain unclear on how a fire truck will gain access to the dock standpipe and hydrant without having to position under the restaurant. Is it possible to realign the spaces closest to the restaurant in order to provide access to the rear of the building?

After discussion it was agreed to relocate the dock standpipe to the driveway in front of unit M-1, as shown on the revised plan.

The 4/22/24 construction drawings no longer show the 1,000 gal propane tank at the northwest corner of the restaurant parking lot. We want to confirm it won't be placed there or will be so as not to interfere with access to the dock and create a fire-spread hazard in the event of fire in the restaurant.

This tank will be placed underground.

The following items are necessary for resubmittal:

- 1- PDF digital copy of all revised documents and plans.

GENERAL

1. Comment: An updated copy of the SWMM Model was not provided – please provide with the resubmittal. Do the model results in the narrative reflect updates to account for loss of storage in the pond due to the bulkhead installation, roadway crossing, fishing piers, and buildings?

Response: An updated copy of the model will be sent via Google Drive or Dropbox directly to McAdams. The model results in the narrative do take into account loss of storage in the pond due to bulkhead installation and road crossings. The fishing piers and buildings built over the water will be pile-supported - the loss of storage to the pilings is negligible and is therefore not accounted for.

CONSTRUCTION DRAWINGS

1. Comment: Sheet #1 – Percent BUA on the CDs and narrative do not match (17.44% vs 19.92%). Please revise.

Response: The BUA in the Narrative has been updated to reflect the latest plans and also reflects the BUA as calculated for NCDEQ. The NCDEQ Application includes a potential “future” 12,000 sf of coverage allotment – this is the reason for the discrepancy between the Narrative and the Plans. This would allow a future addition of up to 12,000 sf to the project without having to process a formal NCDEQ Permit Modification. Any such expansion would, however, require whatever Currituck County permits & approvals would apply.

2. Comment: Sheet #2 – Please indicate what % storm the FEMA line represents.

Response: The AE3 and AE4 lines represent 100-year probability events. The shaded X line represents a 500-year probability event (0.2% probability of exceedance).

3. Comment: Portions of the site are located within the FEMA Zone AE. Please show the regulatory flood plain elevation (RFPE) on all proposed sheets. Please also include a reference on the plans and in the narrative that lists the minimum building pad and finished floor elevations to meet the following requirements of the UDO:

- a. Per 7.3.4.A.(8) of the Currituck County UDO “Major subdivisions and major site plans shall provide minimum building pad elevations required to prevent flooding from the 24-hour storm event with a 10-year recurrence interval. The finished floor elevation for all principal structures shall be 18 inches above the 24-hour storm event with a 10-year recurrence interval and shall be depicted on construction drawings and final plats.”
- b. Per 7.4.6.A “In addition to the general standards applied to all development in (1) above, new construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation.”

Response: A tabulation of minimum required BPE’s and has been added to the plan set (Sheet 5) and the stormwater narrative, based on HGL’s in the model results for the 10-year 24-hour storm event. The RFPE elevation of 5.0 has also been added to the plan sheets and included in the BPE/FFE table.

4. Comment: Sheet #3 – Please provide documentation that wetland impacts have been permitted (e.g. updates to the pond berm and outlet structure that encroach on the buffer, boardwalk that

encroaches on the buffer/coastal setback in phase 3, and runoff flowing in “minor swales” to the existing wetland). Additionally, according to the phasing plan (Sheet B), the remainder of the boardwalks and the kayak launch has not been designed as part of this phase. Please clarify note 5 on Sheet #1 to indicate that impact permits for those improvements will be required and were not obtained as part of this phase.

Response: A copy of Nationwide Permit 18 for the berm is included with this submittal. The elevated accessways to the marina and kayak launch area will be provided as part of the Phase 3 permitting. Note 5 on Sheet 1 has been updated to indicate that those permits need to be obtained.

5. Comment: Sheets #4 – It is understood that the “existing amenity/fire protection pond” was not permitted as a stormwater treatment device, but the drainage plan shows swales discharging into this area. Please revise grading so the runoff from the development is directed toward the pond for stormwater treatment.

Response: Due to this project being permitted as “Low Density” with NCDEQ, none of the ponds are considered to be SCM’s by the State. Therefore, there is no reason that the proposed swales in this area cannot be discharged into the “existing amenity / fire protection pond.” Any excessive flows will “bleed” into the adjoining wetland in the same manner that swales spread to grade adjacent to wetland will flow into them.

6. Comment: Sheets #4-5 – Per 7.3.4.A.(5) of the Currituck County UDO, “Bulkheads or retaining walls shall not be allowed as a method to stabilize or contain fill, except for the purposes of shoreline protection, septic repair, and as otherwise permitted by the County Engineer.” Please note administrative approval of the bulkheads will be required. In order for the County to approve this design, please provide calculations sealed by the designing engineer for the bulkheads that show the bulkheads/fill will support the proposed buildings. Please also make sure the calculations account for infiltration into the soils behind the bulkhead in the areas with permeable pavers or remove the sections of pavers that abut the bulkheads.

Response: Historically, the County Engineer’s review of bulkheads at the Site Planning stage has been related to its location and use for stabilization, not the structural design. Please refer to Construction Drawing Sheets 4 & 5 for proposed locations of the bulkheads and Sheet 14 for two related typical cross-sections. It is understood that the Inspections Dept. will require final design drawings from a Structural Engineer when obtaining the building permit needed to construct the bulkheads. For the above reasons, final structural drawings and calculations for the bulkheads are not included with this site plan submission.

7. Comment: Sheets #4, 5, & 14 – The typical swale detail shows a 2’ deep swale with 6:1 side slopes, which would lead to a 24’ wide swale. Overlaying 24’ onto the grading plans shows the swales will not fit in between proposed buildings and infrastructure. To ensure constructability, please show proposed grading on the plans that includes the entire swale width and depth rather than just a typical detail. Please also note that Currituck County also requires 1’ deep minimum swales with 3:1 side slopes.

Response: The typical swale detail has been modified, as the width and depth will vary. The swales will have 4:1 side slopes, and will then fan out to meet existing grads beyond the buildings with non-erosive velocities. Sod and stone are being specified to stabilize the swales.

8. Comment: Sheets #4, 5, & 14 – The narrative indicates that “minor swales” will be “spread to grade at non-erosive velocities” to discharge into the existing wetland. The construction drawings only show details for a typical swale. Please include a detail or grading that shows how the energy dissipation at the end of the swales will be accomplished.

Response: The SWMM model was re-run, adding a transition for all swales that spill to grade. This transition takes the bottom width of the swale from 0’ to 15’ over the last 20 linear feet of swale. The model shows non-erosive velocities and shallow flow for this transition to grade. A detail of this grading transition is shown on Sheet 14 of the plans.

9. Comment: Sheet #6 – Please include construction notes that indicate when the temporary check dams will be cleaned or removed.

Response: For inspection and cleaning recommendations, please refer to the “Maintenance of Temporary Stone Check Dams” note next to the “Temporary Stone Check Dam Construction” on Sheet 19 of the plans. For removal recommendations, please refer to the final notes of the Construction Sequences provided on Sheets 6 and 19 that indicated removal of temporary erosion control measure after stabilization is established.

10. Comment: Sheet #14 – Elevations vary for the permeable paver sections. Please revise.

Response: In rapid infiltration soils and at shallow slopes, permeable pavement can be installed and function properly on a slope with a sloping subgrade. That is the case for this project. The notation on the detail has been revised to read that the elevations vary. For permeable paver surface grades, please see the Grading Plan.

11. Advisory Comment: Sheet #1 – Please note the stormwater certificate should be signed for the signature set of construction drawings.

Response: Duly Noted. The stormwater certificate will be signed on the final approval set that is submitted to the County for approval stamp / signature.

12. Advisory Comment: Sheet #4 – Recommend a maintenance and access easement around the offsite stormwater infrastructure to the pond.

Response: An easement has been added around the piping that serves off-site facilities.

13. Advisory Comment: Landscape trees and bushes should be selected to prevent clogging of permeable pavement. Please consider plant selections that will not drop leaves or debris that will get ground into the gravel between the pavers.

Response: The developer’s landscaper is still developing details of these plantings and will provide them when available.

14. Advisory Comment: This pond is a regional device that accepts off-site drainage and pumped water from the surrounding area in addition to the proposed development. Previous failure of the pond dam has been documented by the County. Flows from the pond are directed toward a coastal wetland, which will be negatively impacted by dam failure. Please consider installing erosion control measures on the dam such as turf reinforcement matting as no geotechnical specifications have been provided for compaction or erosion control.

Response: The berm width has been increased by specifying 6:1 side slopes, and erosion control matting will be used to stabilize the berm.

15. Advisory Comment: Per discussions during previous submittals, it is understood that operation and maintenance of the pond berm and outlet structure will be transferred to a property owner's association (POA) or an entity other than the developer when construction is finalized. Please note operations and maintenance manual(s) for the pond berm, pond outlet structure, and permeable pavers will be requested as an attachment to the final plat package to ensure the new owners are aware of the required maintenance when ownership is transferred.

Response: Duly noted and acknowledged.

Stormwater Management Plan Narrative
Corolla Boat Club
Mixed-Use Development (Commercial & Residential)
Corolla
Currituck County Submittal
Revised 5/22/2024



General

The Corolla Boat Club project is a proposed mixed use development consisting of a mix of commercial and multifamily residential development with and associated roadway and utility infrastructure. The project will be located on 36.20 acre parcel located in Corolla, NC. A 26.99 acre NCDEQ Project Area has been defined containing the proposed improvements associated with this plan and a Low Density Stormwater Permit is being pursued accordingly. NCDEQ has confirmed that the proposed layout can be permitted as a Low Density project.

Due to the project's particular siting adjacent to Currituck Sound and existing drainage infrastructure, consisting primarily of a large pond which drains directly to the sound without crossing other properties, the project qualifies for alternative compliance with Currituck County's stormwater flow reduction requirements, as an adequate outfall is deemed to exist (direct outfall to Currituck Sound). Therefore, there is no 10-yr/2-yr flow reduction required. This approach is consistent with other soundfront project approvals since the 10-yr/2-yr requirements were put in place.

The following narrative, application and calculations will demonstrate the parameters of this design.

Summary of Existing Conditions

The project site consists of a 36.20 acre parcel is located immediately southwest of the intersection of Malia Drive and Caroline Court (approximately 255' west of the intersection of Malia Drive and NC 12) in Corolla, NC. The Project Area currently consists of an undeveloped soundfront parcel with a large pond and coastal wetland fringe. Drainage within the parcel generally flows overland towards the wetland fringe or towards the pond. The pond accepts runoff from surrounding off-site areas as well as the County's Whalehead drainage pump system and overflows overland into the wetland fringe, and ultimately into Currituck Sound. Soils across the site's non-wetland areas consist primarily of fine sand.

Improvements to Existing Common Drainage Features

As a preventative measure to protect the western edge of the pond from degradation and potential future direct connection to the sound, this project proposes to install a formal berm and weir control structure between the pond and the western wetland fringe. Design flows from the Whalehead system were coordinated with Currituck County and conservative assumptions were made to initially size the control weirs. An EPA SWMM Model of proposed conditions was also prepared to serve as a design tool for the drainage system and to evaluate the function of the pond while accounting for off-site inflows. This model takes into account the Corolla Boat Club project at full build-out. Peak Flows and Velocities from this model were utilized to size / design conveyance elements and energy dissipators as needed.

Summary of Proposed Conditions

The Corolla Boat Club project consists of a proposed mixed use development consisting of a mix of commercial and multifamily residential development with and associated roadway and utility infrastructure. The total coverage (BUA) associated with the project is 19.2% impervious coverage (this includes a 12,000 sf “future” allotment in the NCDEQ Permit to account for future potential additions).

Runoff from the portion of the Project Area surrounding the existing pond will be allowed to sheet flow overland to a series of minor swales which will deliver the runoff to the existing pond. Runoff from the portion of the project west of Virginia Lane will similarly be allowed to flow overland or via minor swales to the edge of the existing wetland, where it will be spread to grade at non-erosive velocities and allowed to migrate into the adjacent wetland (this represents a reduction in drainage area draining to the existing pond as compared to the previous Currituck County Approval for this project).

Runoff from the entirety of the driveway and parking system will be mitigated by permeable parking throughout the development, which will provide the capacity to capture and infiltrate in excess of 2.4 inches of rain across its area. It should be noted that the Permeable Pavement serves as an enhancement to the proposed stormwater management system to reduce runoff but is not permitted as an NCDEQ BMP.

No downstream properties will be impacted by the proposed development as the pond discharges directly to an on-site wetland fringe which discharges to the Currituck Sound. Therefore, approval of Alternate Compliance, as has been granted to the previous approval of this project and similar projects in the past, is requested.

Pond Peak HGL Calculations

In coordination with Currituck County, the design parameters for the Whalehead Drainage system were shared. These design parameters dictate that the water level in the on-site pond not be raised by more than 2 feet by the pumped discharge from the Whalehead Drainage System. In order to demonstrate compliance with the County mandate that the new development not increase HGL’s for upstream properties, this restriction was utilized to design the weir system for the pond, but expanded to include all flows from the surrounding drainage area as well as the proposed project. An EPA SWMM Model of proposed conditions was prepared to serve as a design tool for the drainage system and to evaluate the function of the pond while accounting for off-site inflows. This model takes into account the Corolla Boat Club project at full build-out, dewatering pump flow from the adjoining WWTP, and the theoretical maximum pump flow from the Whalehead drainage system.

Calculated maximum HGL’s are as follows (Pond 1A):

	HGL (ft)	Temporary Storage Depth (ft)
Normal Pond Level (ft)	1.0	0
Max Whalehead Pump System Discharge Elev(ft)	1.5	0.5
10-yr runoff + max WH Pump discharge Elev(ft)	1.88	0.88
100-yr runoff + max WH Pump discharge Elev (ft)	2.52	1.52

As calculated, the 100-yr runoff from the post-construction drainage area, including dewatering pump flow from the adjoining WWTP (13.81 cfs) and the peak theoretical discharge from the Whalehead pump system, results in a peak HGL of 1.52 feet above normal pond, which is within the allowable maximum pond storage depth of 2.0 feet which was established at the time that the County tied the Whalehead pump system into the existing pond.

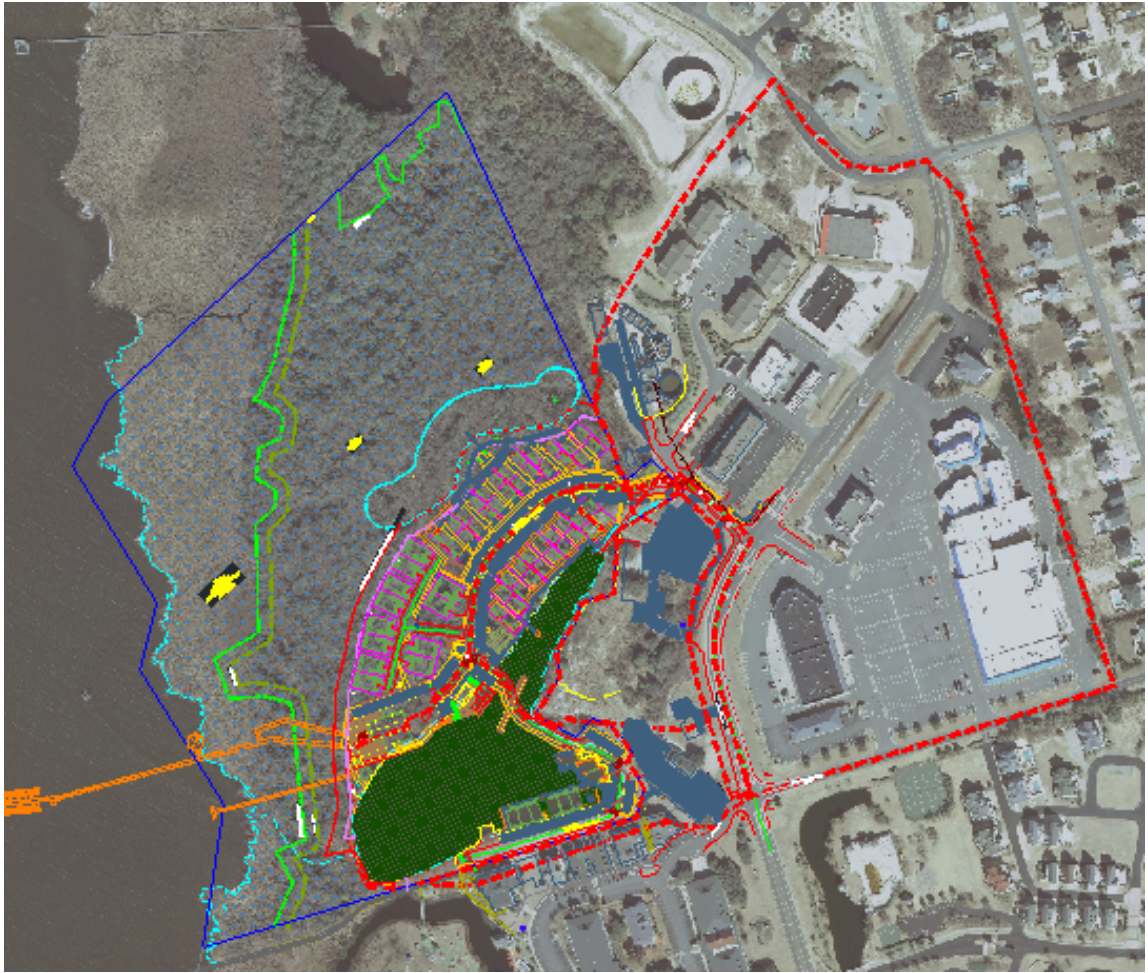
Calculations

An EPA SWMM Model of proposed conditions was prepared to serve as a design tool for the drainage system and to evaluate the function of the pond while accounting for off-site inflows. This model takes into account the Corolla Boat Club project at full build-out as well as the theoretical maximum pump flow from the Whalehead drainage system, and the dewatering pump flow from the adjacent WWTP.

Conclusions

The proposed stormwater management plan for this site incorporates the existing pond for runoff while accommodating the design parameters for the pond that were established when the County installed the Whalehead Drainage pump system. There are no downstream properties and the existing pond will discharge across the subject property to Currituck Sound without crossing adjoiners, therefore, this property is deemed to have an adequate outfall. This proposed design will more than adequately serve the stormwater management requirements of this site and meets the requirements for Alternate Compliance with Currituck County's Stormwater Management requirements.

APPENDIX A
Aerial Imagery



APPENDIX B
Whalehead Drainage System Pump Information

Corolla Boat Club
 Pond Weir Calcs
 10/26/2022

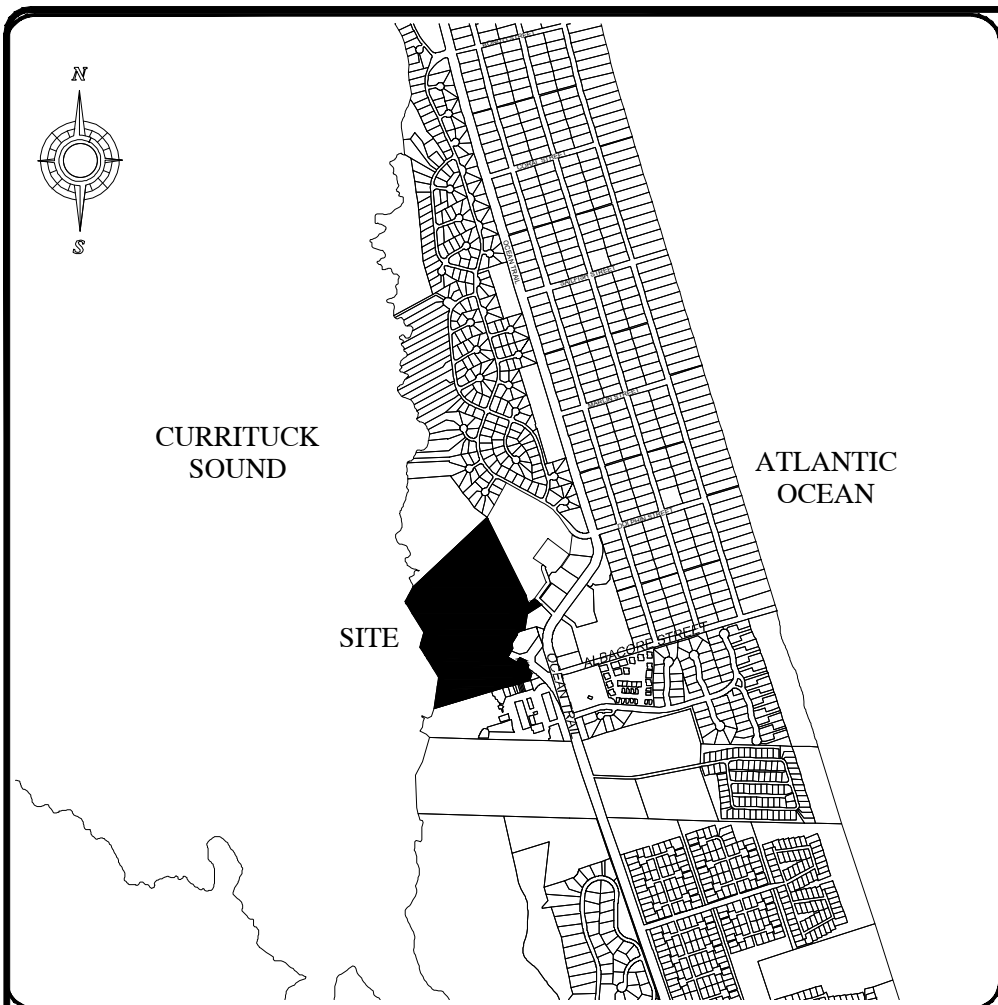
Data from Currituck County:		
PUMP STATION	DESIGN FLOW RATE (gpm)	SCADA Readings 2021-2022 (gpm)
TUNA	604	270-300
STURGEON	179	130-140
BARRACUDA	782	meter doesn't work
HERRING	711	730-790
CORAL	810	meter doesn't work
DOLPHIN	796	280-330
MACKEREL	715	700-790
MARLIN	828	meter doesn't work
SAILFISH	604	850-1080
PERCH	171	115-170

*Per Conversation with Eric Weatherly, P.E. (Currituck County Engineer), the County has unreliable meter data for the pump system and also has no breakdown of flows between the two outfalls. Mr. Weatherly's stated preference for design of the weir system is a conservative approach assuming full Pump Station Design Flow Rates and all of the flow coming to the Corolla Boat Club pond.

Total Design Flow (GPM): 6200
 Total Design Flow (cfs) 13.81

CONSTRUCTION DRAWINGS FOR COROLLA BOAT CLUB

MAJOR SITE PLAN/ZERO LOT LINE DEVELOPMENT MONTEREY SHORES PHASE 10 POPLAR BRANCH TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA



VICINITY MAP
SCALE: 1" = 1000'

GENERAL NOTES:

- PROJECT NAME: COROLLA BOAT CLUB
- APPLICANT/DEVELOPER: COROLLA BOAT CLUB, LLC
P.O. BOX 549
COROLLA, NC 27927
- PROPERTY DATA:
ADDRESS: MALIA DRIVE, COROLLA, NC
PIN: 0116-000-010A-0000; 0116-000-010D-0000; 0116-000-010C-0000
RECORD DOCUMENT(S): DB:1161, PG:734; P.C.K, SL:49; P.C. R, SL 372
PROPERTY ZONING: SFO-PUD
- F.I.R.M. DATA:
ZONES: X, AE (3') AND SHADED X PER F.E.M.A. F.I.R.M. MAP NUMBER 3721803200 K,
EFFECTIVE DATE DECEMBER 21, 2018. USE OF LAND WITHIN A FLOODWAY OR FLOOD
PLAIN IS SUBSTANTIALLY RESTRICTED BY CHAPTER 7 OF THE CURRITUCK COUNTY
UNIFIED DEVELOPMENT ORDINANCE.
- THIS PROPERTY CONTAINS ACOE "404" JURISDICTIONAL WETLANDS AS SHOWN AND
CONFIRMED BY USACOE AND MAY REQUIRE U.S. CORP OF ENGINEERS APPROVAL PRIOR
TO DEVELOPMENT OF THE PROPERTY. CAMA PERMITS WILL BE REQUIRED PRIOR TO
DEVELOPMENT OF FUTURE BOARDWALKS, BOAT DOCKS AND GAZEBOS THAT ARE
PROPOSED WITHIN THE CAMA JURISDICTIONAL AREAS.
- SECTION 7.6.5 OF THE CURRITUCK U.D.O. SUBSTANTIALLY RESTRICTS DEVELOPMENT
WITHIN A 30' RIPARIAN BUFFER TO CERTAIN WETLANDS.
- EXISTING CONDITION INFORMATION BASED ON A COMBINATION OF THE FOLLOWING:
• FIELD TOPOGRAPHIC SURVEY DATA BY BISSELL PROFESSIONAL GROUP.
• ELEVATIONS ARE REFERENCED TO NAVD 1988 VERTICAL DATUM.
• WATER DEPTHS PER PLAN TITLED "WATER DEPTH SURVEY/CAMA FEASE" BY
QUIBLE AND ASSOCIATES
- ALL UTILITIES ARE TO BE UNDERGROUND.
- A NON-EXCLUSIVE DRAINAGE EASEMENT IS HEREBY DEDICATED ACROSS ALL OPEN
SPACE AREAS FOR PURPOSES OF OPERATION AND MAINTENANCE OF STORMWATER
MANAGEMENT SYSTEM.

DEVELOPMENT NOTES:

- TOTAL PROPERTY AREA: 36.19 AC.
COASTAL WETLANDS AREA: 9.15 AC.
404 WETLANDS AREA: 13.92 AC.
UPLAND AREA: 13.07 AC.
TOTAL PROJECT AREA, NET OF CAMA WETLANDS: 27.04 AC.
- DEVELOPMENT SUMMARY
OPEN SPACE AREA: 30,976 AC.
OF DUPLEX LOTS: 56
OF COMMERCIAL/MIXED USE LOTS: 9
COMMERCIAL USE AREA: 1,208 AC. AVAILABLE, 1,153 AC. USED
PROPOSED PAVED DRIVEWAY WIDTH:
LINEAR FEET OF ROADWAY: 2,240 L.F.±
- IMPERVIOUS COVERAGE DATA (BUA): 68,872 SF
BUILDINGS: 71,958 SF
DRIVEWAYS: 39,476 SF
PARKING: 31,931 SF
SIDEWALKS:
ALLOWANCE FOR MISC. AMENITIES: 1,500 SF
ALLOWANCE FOR HOT TUBS &
INDIVIDUAL UNIT AMENITIES:
56 UNITS @ 100 SF/UNITS: 5,600 SF
TOTAL COVERAGE: 219,337 SF (18.62%)
- TOTAL PROPOSED DISTURBED AREA: 15.0 ACRES

ADDRESSES

UNIT	ADDRESS	NOTE
S1	822-B VIRGINIA LN	DUPLEX
S2	822-A VIRGINIA LN	DUPLEX
S3	820-B VIRGINIA LN	DUPLEX
S4	820-A VIRGINIA LN	DUPLEX
S5	818-B VIRGINIA LN	DUPLEX
S6	818-A VIRGINIA LN	DUPLEX
S7	816-B VIRGINIA LN	DUPLEX
S8	816-A VIRGINIA LN	DUPLEX
S9	814-B VIRGINIA LN	DUPLEX
S10	814-A VIRGINIA LN	DUPLEX
S11	812-B VIRGINIA LN	DUPLEX
S12	812-A VIRGINIA LN	DUPLEX
S13	810-B VIRGINIA LN	DUPLEX
S14	810-A VIRGINIA LN	DUPLEX
S15	808-B VIRGINIA LN	DUPLEX
S16	808-A VIRGINIA LN	DUPLEX
S17	806-B VIRGINIA LN	DUPLEX
S18	806-A VIRGINIA LN	DUPLEX
S19	804-B VIRGINIA LN	DUPLEX
S20	804-A VIRGINIA LN	DUPLEX
S21	802-B VIRGINIA LN	DUPLEX
S22	802-A VIRGINIA LN	DUPLEX
S23	800-B VIRGINIA LN	DUPLEX
S24	800-A VIRGINIA LN	DUPLEX
S25	801-A VIRGINIA LN	DUPLEX
S26	801-B VIRGINIA LN	DUPLEX
S27	803-A VIRGINIA LN	DUPLEX
S28	803-B VIRGINIA LN	DUPLEX
S29	805-A VIRGINIA LN	DUPLEX
S30	805-B VIRGINIA LN	DUPLEX
S31	807-A VIRGINIA LN	DUPLEX
S32	807-B VIRGINIA LN	DUPLEX
S33	809-A VIRGINIA LN	DUPLEX
S34	809-B VIRGINIA LN	DUPLEX
S35	811-A VIRGINIA LN	DUPLEX
S36	811-B VIRGINIA LN	DUPLEX
S37	813-A VIRGINIA LN	DUPLEX
S38	813-B VIRGINIA LN	DUPLEX
S39	815-A VIRGINIA LN	DUPLEX
S40	815-B VIRGINIA LN	DUPLEX
S41	817-A VIRGINIA LN	DUPLEX
S42	817-B VIRGINIA LN	DUPLEX
S43	819-A VIRGINIA LN	DUPLEX
S44	819-B VIRGINIA LN	DUPLEX
M1	834-B VIRGINIA LN	DUPLEX
M2	834-A VIRGINIA LN	DUPLEX
M3	832-B VIRGINIA LN	DUPLEX
M4	832-A VIRGINIA LN	DUPLEX
M5	830-B VIRGINIA LN	DUPLEX
M6	830-A VIRGINIA LN	DUPLEX
M7	826-B VIRGINIA LN	DUPLEX
M8	826-A VIRGINIA LN	DUPLEX
M9	828-B VIRGINIA LN	DUPLEX
M10	828-A VIRGINIA LN	DUPLEX
M11	824-B VIRGINIA LN	DUPLEX
M12	824-A VIRGINIA LN	DUPLEX
C1	840 VIRGINIA LN	COMMERCIAL RESTAURANT
C2	820 CURRIE LN	COMMERCIAL
C3	824 CURRIE LN	COMMERCIAL
C4	828 CURRIE LN	COMMERCIAL
C5	840 CURRIE LN	COMMERCIAL
C6	844 CURRIE LN	COMMERCIAL
C7	848 CURRIE LN	COMMERCIAL
C8	860 CURRIE LN	COMMERCIAL
C9	864 CURRIE LN	COMMERCIAL
C10	868 CURRIE LN	COMMERCIAL
U1	822 CURRIE LN	APARTMENT
U2	826 CURRIE LN	APARTMENT
U3	830 CURRIE LN	APARTMENT
U4	842 CURRIE LN	APARTMENT
U5	846 CURRIE LN	APARTMENT
U6	850 CURRIE LN	APARTMENT
U7	862 CURRIE LN	APARTMENT
U8	866 CURRIE LN	APARTMENT
U9	870 CURRIE LN	APARTMENT
CLUB-		
HOUSE 804 CURRIE LN		CLUBHOUSE

**Sheet
Number**

Sheet Title

1	COVER SHEET, DEVELOPMENT NOTES & SITE LOCATION
2	EXISTING CONDITIONS & SITE FEATURES MAP
3	DEVELOPMENT OVERVIEW PLAN
4	GRADING DRAINAGE & STORMWATER MANAGEMENT PLAN
5	GRADING DRAINAGE & STORMWATER MANAGEMENT PLAN
6	EROSION & SEDIMENT CONTROL PLAN
7	WATER MAIN EXTENSION, WASTEWATER COLLECTION & SERVICES
8	SANITARY PLANS & PROFILES-CURRIE LN. GRINDER STA. & LIFT STA.
9	SANITARY PLASN & PROFILE-VIRGINIA LN. MH-4 TO MH-6
10	SANITARY PLAN & PROFILE-DUPLEX ALLEYWAY MH-7 TO MH-10
11	LANDSCAPING, BUFFERING, LIGHTING & SIGNAGE PLAN
12	VIRGINIA LANE ROADWAY PLAN & PROFILE
13	CURRIE LANE ROADWAY PLAN & PROFILE
14	ROADWAY, SIDEWALK & ASSORTED DETAILS
15	WASTEWATER LIFT STATION CONSTRUCTION DETAILS
16	BULKHEADS, BOARDWALKS & MISCELLANEOUS DETAILS
17	WASTEWATER COLLECTION TYP. CONSTRUCTION DETAILS
18	WASTEWATER COLLECTION TYP. CONSTRUCTION DETAILS
19	EROSION & SEDIMENT CONTROL NOTES & DETAILS
20	NCG01 GROUND STABILIZATION, AND MATERIALS HANDLING NOTES
21	NCG01 SELF-INSPECTION, RECORD-KEEPING & REPORTING NOTES
A	USE DESIGNATIONS
B	PHASING PLAN
C	DEVELOPMENT OPEN SPACE PLAN

THE FOLLOWING PERMITS ARE REQUIRED PRIOR TO PROJECT CONSTRUCTION:

PERMIT	AGENCY	REFERENCE NUMBER	DATE OF ISSUANCE
SEDIMENTATION AND EROSION CONTROL PERMIT	N.C.D.E.Q. - DIVISION OF LAND RESOURCES		
STORMWATER MANAGEMENT PERMIT	N.C.D.E.Q. - DIVISION OF LAND RESOURCES		
WATERLINE EXTENSION AUTHORIZATION TO CONSTRUCT	N.C.D.E.Q. - PUBLIC WATER SUPPLY		
WASTEWATER COLLECTION SYSTEM PERMIT	N.C.D.E.Q. - DIVISION OF WATER RESOURCES		
NATIONWIDE PERMIT	U.S.A.C.O.E.		
CURRITUCK COUNTY CONSTRUCTION AUTHORIZATION	CURRITUCK COUNTY PLANNING STAFF		

STORMWATER CERTIFICATE

I, _____, OWNER/AGENT HEREBY CERTIFY THE INFORMATION INCLUDED ON THIS AND ATTACHED PAGES IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

ON THE PLAN ENTITLED, COROLLA BOAT CLUB - CONSTRUCTION DRAWINGS - GRADING, DRAINAGE AND STORMWATER MANAGEMENT PLAN, STORMWATER DRAINAGE IMPROVEMENTS SHALL BE INSTALLED ACCORDING TO THESE PLANS AND SPECIFICATIONS AND APPROVED BY CURRITUCK COUNTY. YEARLY INSPECTIONS ARE REQUIRED AS PART OF THE STORMWATER PLAN. THE OWNER IS RESPONSIBLE FOR ALL MAINTENANCE REQUIRED. CURRITUCK COUNTY ASSUMES NO RESPONSIBILITY FOR THE DESIGN, MAINTENANCE, OR PERFORMANCE OF THE STORMWATER IMPROVEMENTS.

DATE _____ OWNER/AGENT _____

PLAN LEGEND

	ROADWAY CENTERLINE
	RIGHT-OF-WAY
	PROPERTY BOUNDARY
	ADJOINING PROPERTY LINE
	EXISTING DITCH CENTERLINE
	EXISTING DITCH TOP OF BANK
	EXISTING WETLANDS
	30' UNDISTURBED BUFFER (COUNTY)
	PROPOSED SWALE W/ FLOW ARROW
	PROPOSED SWALE HIGH POINT
	EXISTING DITCH TO BE FILLED
	FEMA BOUNDARY LINE
	EXISTING GRADE CONTOUR
	PROPOSED GRADE CONTOUR
	EXISTING SPOT GRADE
	PROPOSED SPOT GRADE
	EXISTING CULVERT
	PROPOSED CULVERT
	PROPOSED BULKHEAD
	EXISTING WATER LINE
	PROPOSED WATER LINE (SIZE AS NOTED)
	PROPOSED FIRE HYDRANT ASSEMBLY
	PROPOSED WATER SERVICE
	PROPOSED VALVE
	PROPOSED BLOW-OFF ASSEMBLY
	PROPOSED REDUCER
	PROPOSED SEWER FORCE MAIN
	PROPOSED SEWER COLLECTION MAIN
	PROPOSED SEWER MANHOLE
	PROPOSED LIMITS OF DISTURBANCE
	PROPOSED SILT FENCE
	PROPOSED STABILIZED CONSTRUCTION ENTRANCE
	PROPOSED TEMPORARY CHECK DAM

PROFILE LEGEND

	EXISTING GRADE @ ROAD C/L
	PROPOSED GRADE @ ROAD C/L
	PROPOSED WATER LINE (SIZE AS NOTED)
	PROPOSED HYDRANT ASSEMBLY
	PROPOSED GATE VALVE
	PROPOSED REDUCER

SURVEY LEGEND

	SET CONCRETE MONUMENT
	EXISTING CONCRETE MONUMENT
	SET IRON ROD
	EXISTING IRON ROD
	EXISTING IRON PIPE
	CALCULATED POINT
	MAXIMUM BUILDING LIMIT
	NOT TO SCALE
	PLAT CABINET
	DEED BOOK
	SLOPE
	SQUARE FEET
	ACRES

North Carolina
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Kitty Hawk, North Carolina 27949
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Fax: (252) 261-1760

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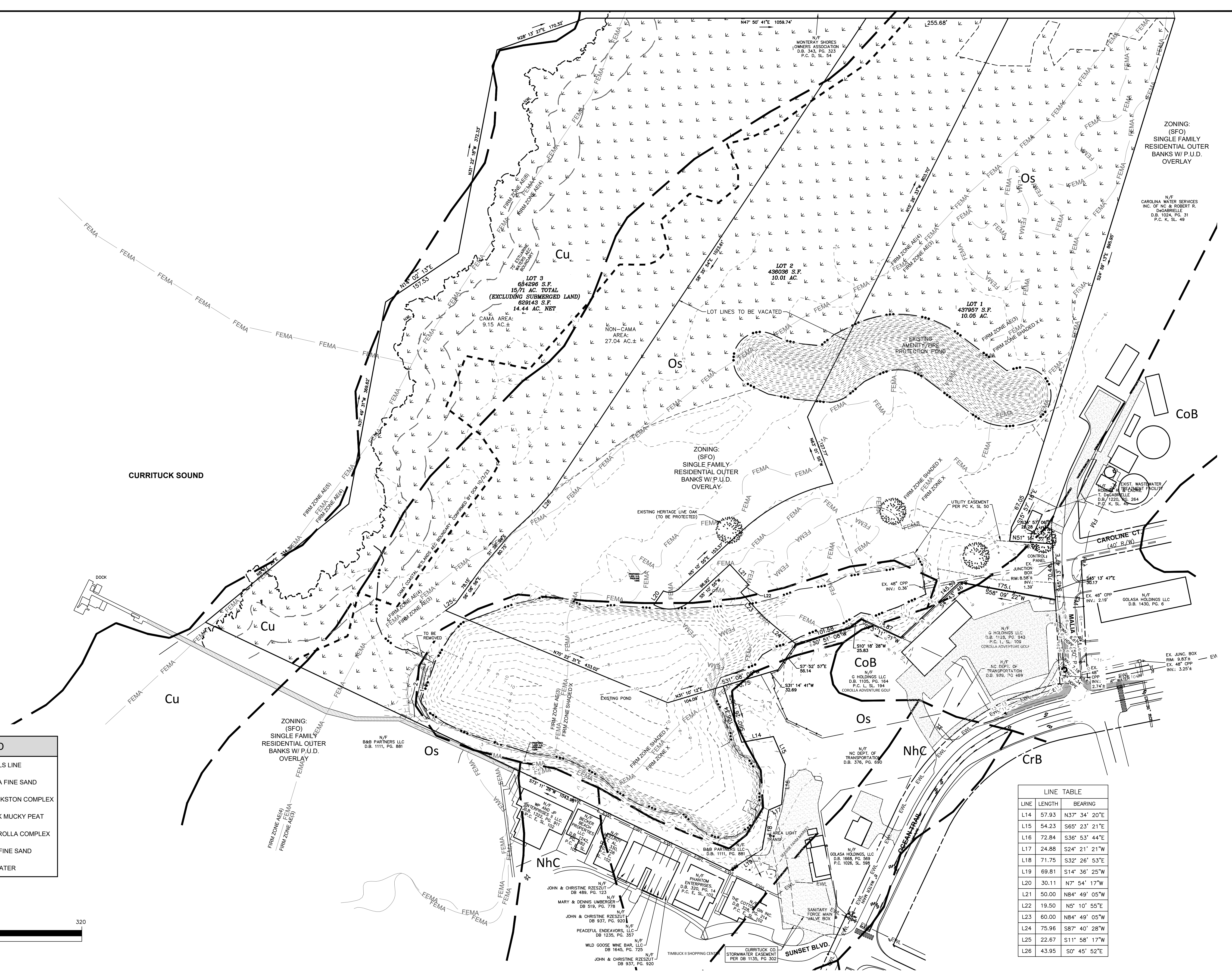
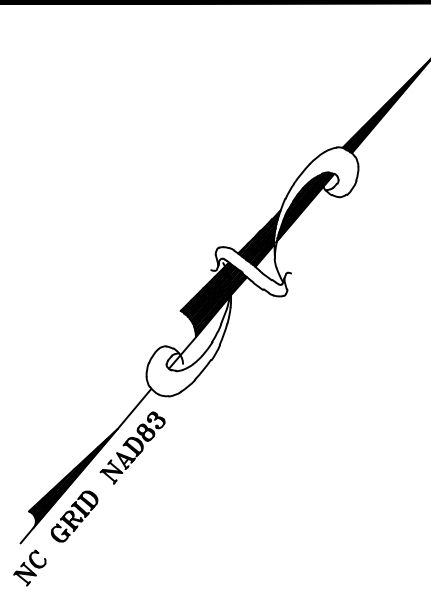
COVER SHEET, DEVELOPMENT
NOTES & SITE LOCATION
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REVISIONS

NO.	DATE	DESCRIPTION	BY	APP.
1	3/23/24	IBC COMMENTS		

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CONSTRUCTION**

DATE:	04/22/24	SCALE:	N/A
DESIGNED:	BPG	CHECKED:	MSB
DRAWN:	KFW	APPROVED:	BPG
SHEET:	1	OF	21
CAD FILE:	459600B1		
PROJECT NO:	4596		



ZONING:
SINGLE FAMILY
RESIDENTIAL OUTER
BANKS W/P.U.D.
OVERLAY

N/F
CAROLINA WATER SERVICES
INC. OF NC & ROBERT R.
D'ABRIELLE
D.B. 1104, PG. 31
P.C. K, SL. 49

CURRITUCK SOUND

ZONING:
(SFO)
SINGLE FAMILY
RESIDENTIAL OUTER
BANKS W/P.U.D.
OVERLAY

CoB

CAROLINE CT
(40' R.W.)

N/F
GOLASA HOLDINGS LLC
D.B. 1430, PG. 6

N/F
G HOLDINGS LLC
D.B. 1125, PG. 943
P.C. L, SL. 108
COROLLA ADVENTURE GOLF

N/F
NC DEPT. OF
TRANSPORTATION
D.B. 689, PG. 409

N/F
PHANTOM
ENTERTAINMENT
D.B. 120, PG. 14
P.C. L, SL. 102

N/F
JOHN & CHRISTINE RZESUT
DB 489, PG. 123

N/F
MARY & DENNIS UMBERGER
DB 510, PG. 778

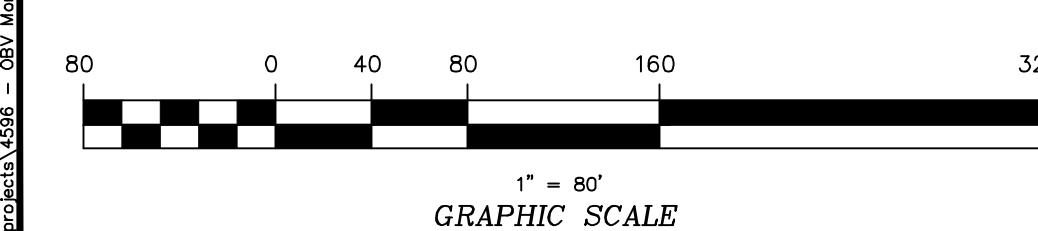
N/F
JOHN & CHRISTINE RZESUT
DB 937, PG. 920

N/F
WILD GOOSE WINE BAR, LLC
DB 1645, PG. 725

SOILS LEGEND	
---	SOILS LINE
CoB	COROLLA FINE SAND
CrB	COROLLA-DUCKSTON COMPLEX
Cu	CURRITUCK MUCKY PEAT
Nhc	NEWHAN-COROLLA COMPLEX
Os	OSIER FINE SAND
W	WATER

ZONING:
(SFO)
SINGLE FAMILY
RESIDENTIAL OUTER
BANKS W/P.U.D.
OVERLAY

LINE TABLE		
LINE	LENGTH	BEARING
L14	57.93	N37° 34' 20"E
L15	54.23	S65° 23' 21"E
L16	72.84	S36° 53' 44"E
L17	24.88	S24° 21' 21"W
L18	71.75	S32° 26' 53"E
L19	69.81	S14° 36' 25"W
L20	30.11	N7° 54' 17"W
L21	50.00	N84° 49' 05"W
L22	19.50	N5° 10' 55"E
L23	60.00	N84° 49' 05"W
L24	75.96	S87° 40' 28"W
L25	22.67	S11° 58' 17"W
L26	43.95	S0° 45' 52"E



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EXISTING CONDITIONS &
SITE FEATURES MAP

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COROLLA BOAT CLUB
NORTH CAROLINA
POPULAR BRANCH TOWNSHIP
CURRITUCK COUNTY

CONSTRUCTION DRAWINGS

REVISIONS	
NO.	DESCRIPTION
1	3/23/24

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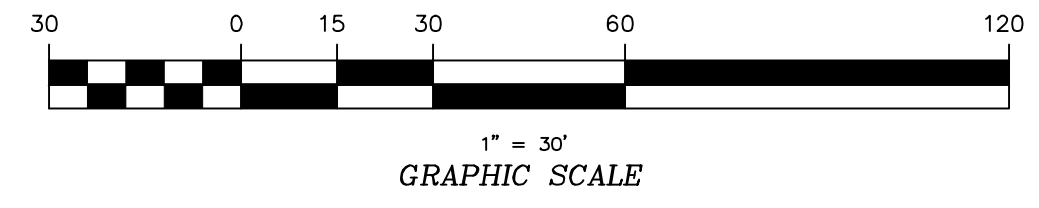
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DESIGNED: BPG CHECKED: MSB
DRAWN: KFW APPROVED: BPG
SHEET: 2 OF 21
CAD FILE: 459600B1
PROJECT NO: 4596

COROLLA BOAT CLUB BPE/FFE ELEVATIONS

LOT	MINIMUM BPE	MINIMUM FFE	LOT	MINIMUM BPE	MINIMUM FFE
S-1	3.9	5.0	S-37	3.37	5.0
S-2	3.9	5.0	S-38	3.37	5.0
S-3	4.46	5.0	S-39	3.37	5.0
S-4	4.46	5.0	S-40	3.37	5.0
S-5	4.46	5.0	S-41	3.37	5.0
S-6	4.46	5.0	S-42	3.37	5.0
S-7	4.58	5.0	S-43	3.37	5.0
S-8	4.58	5.0	S-44	3.37	5.0
S-9	4.58	5.0	M-1	4.73	5.0
S-10	4.58	5.0	M-2	4.73	5.0
S-11	5.45	5.0	M-3	4.86	5.0
S-12	5.45	5.0	M-4	4.86	5.0
S-13	5.45	5.0	M-5	4.73	5.0
S-14	5.45	5.0	M-6	4.86	5.0
S-15	4.1	5.0	M-7	4.95	5.0
S-16	4.1	5.0	M-8	4.95	5.0
S-17	4.1	5.0	M-9	4.86	5.0
S-18	4.1	5.0	M-10	4.95	5.0
S-19	5.58	5.0	M-11	4.95	5.0
S-20	5.58	5.0	M-12	3.45	5.0
S-21	5.58	5.0	C-1	4.73	5.0
S-22	5.58	5.0	C-2	3.37	5.0
S-23	5.8	5.0	C-3	3.37	5.0
S-24	5.8	5.0	C-4	3.37	5.0
S-25	3.37	5.0	C-5	3.37	5.0
S-26	3.37	5.0	C-6	3.37	5.0
S-27	3.37	5.0	C-7	3.37	5.0
S-28	3.37	5.0	C-8	3.37	5.0
S-29	3.37	5.0	C-9	3.37	5.0
S-30	3.37	5.0	C-10	3.37	5.0
S-31	3.37	5.0	Club	3.37	5.0
S-32	3.37	5.0			
S-33	3.37	5.0			
S-34	3.37	5.0			
S-35	3.37	5.0			
S-36	3.37	5.0			



NOTE: REGULATORY FLOOD PLAIN ELEVATION IS 5.0 FT. M.S.L. UNIT F.F.E.'S RANGE FROM 6.60 FT. TO 7.50 FT. M.S.L. PER SHEETS 4 & 5.



PROFESSIONAL GROUP

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**GRADING, DRAINAGE & STORM
- WATER MANAGEMENT PLAN**

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COROLLA BOAT CLUB

POPULAR BRANCH TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA

CONSTRUCTION DRAWINGS

NO.	DATE	DESCRIPTION	BY	CHK.
1	3/23/24			

DATE: 4-22-24 SCALE: 1" = 30'

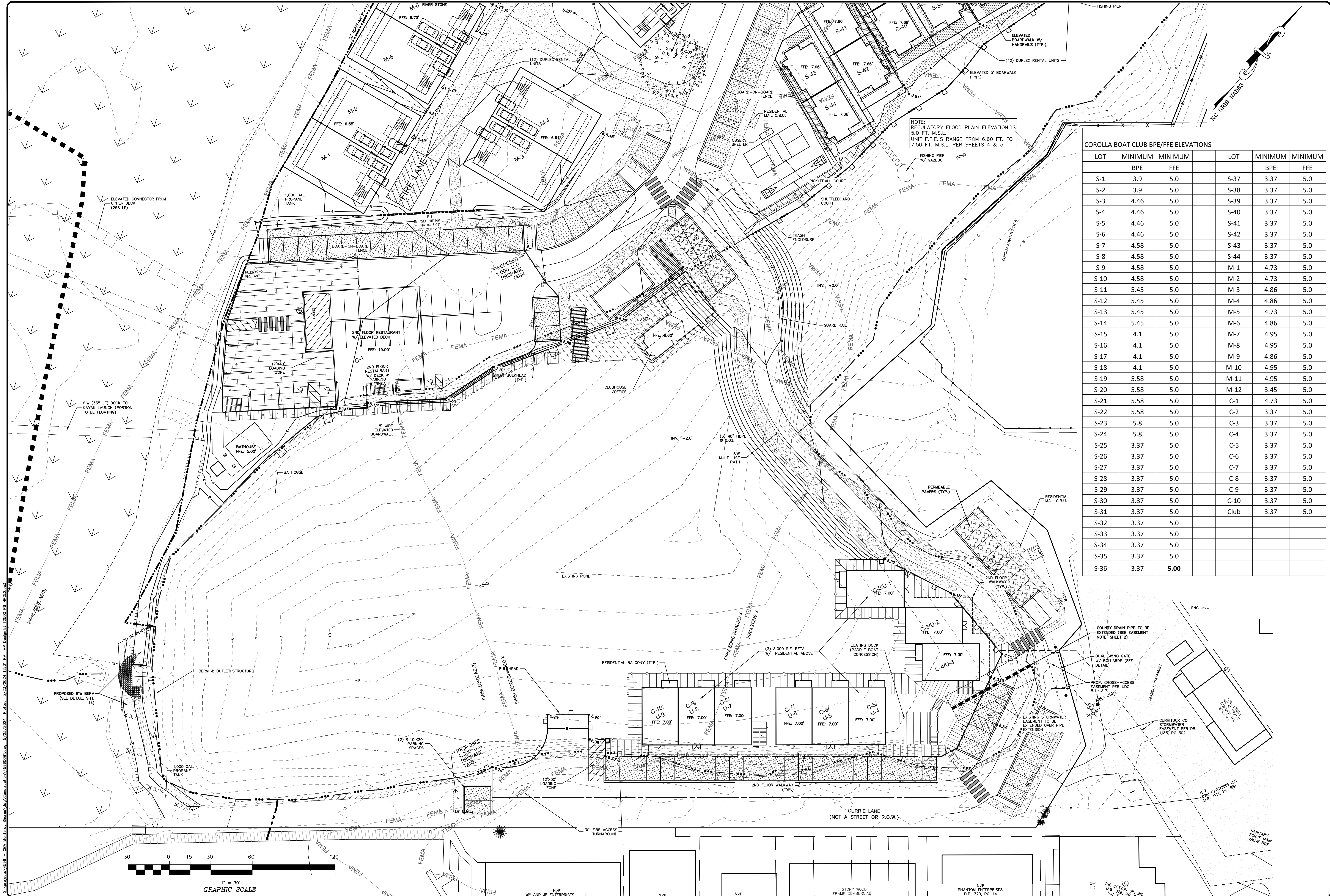
DESIGNED: BPG CHECKED: MSB

DRAWN: KFW APPROVED: BPG

SHEET: 4 OF 21

CAD FILE: 459600B1

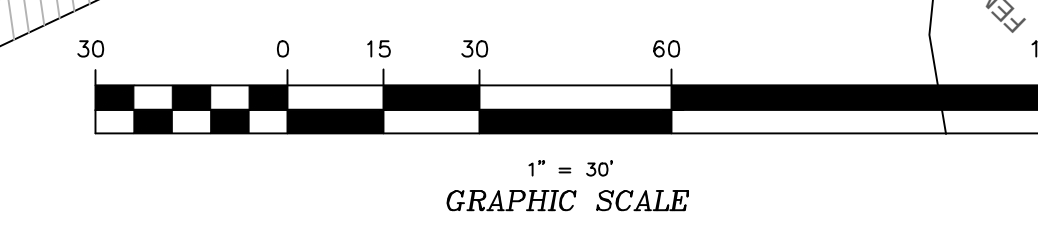
PROJECT NO: 4596



NOTE: REGULATORY FLOOD PLAIN ELEVATION IS 5.0 FT. M.S.L. UNIT F.F.E.'S RANGE FROM 6.60 FT. TO 7.50 FT. M.S.L. PER SHEETS 4 & 5.

COROLLA BOAT CLUB BPE/FFE ELEVATIONS

LOT	MINIMUM BPE	MINIMUM FFE	LOT	MINIMUM BPE	MINIMUM FFE
S-1	3.9	5.0	S-37	3.37	5.0
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S-4	4.46	5.0	S-40	3.37	5.0
S-5	4.46	5.0	S-41	3.37	5.0
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S-7	4.58	5.0	S-43	3.37	5.0
S-8	4.58	5.0	S-44	3.37	5.0
S-9	4.58	5.0	M-1	4.73	5.0
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S-12	5.45	5.0	M-4	4.86	5.0
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S-14	5.45	5.0	M-6	4.86	5.0
S-15	4.1	5.0	M-7	4.95	5.0
S-16	4.1	5.0	M-8	4.95	5.0
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S-33	3.37	5.0			
S-34	3.37	5.0			
S-35	3.37	5.0			
S-36	3.37	5.00			



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**GRADING, DRAINAGE & STORM
 -WATER MANAGEMENT PLAN**

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 POPULAR BRANCH TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA

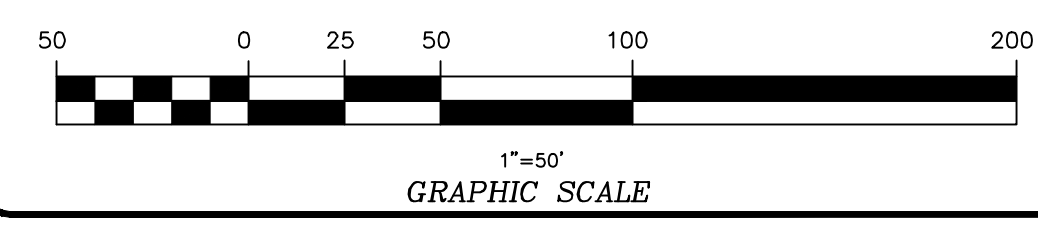
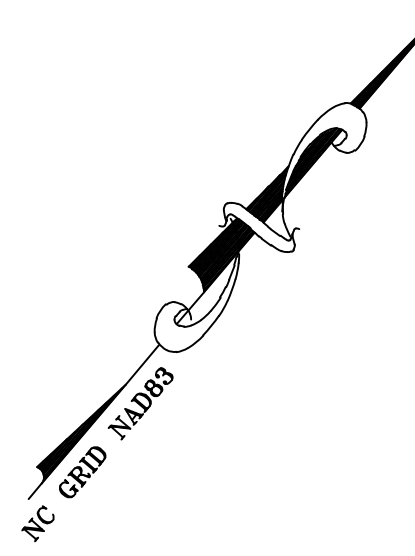
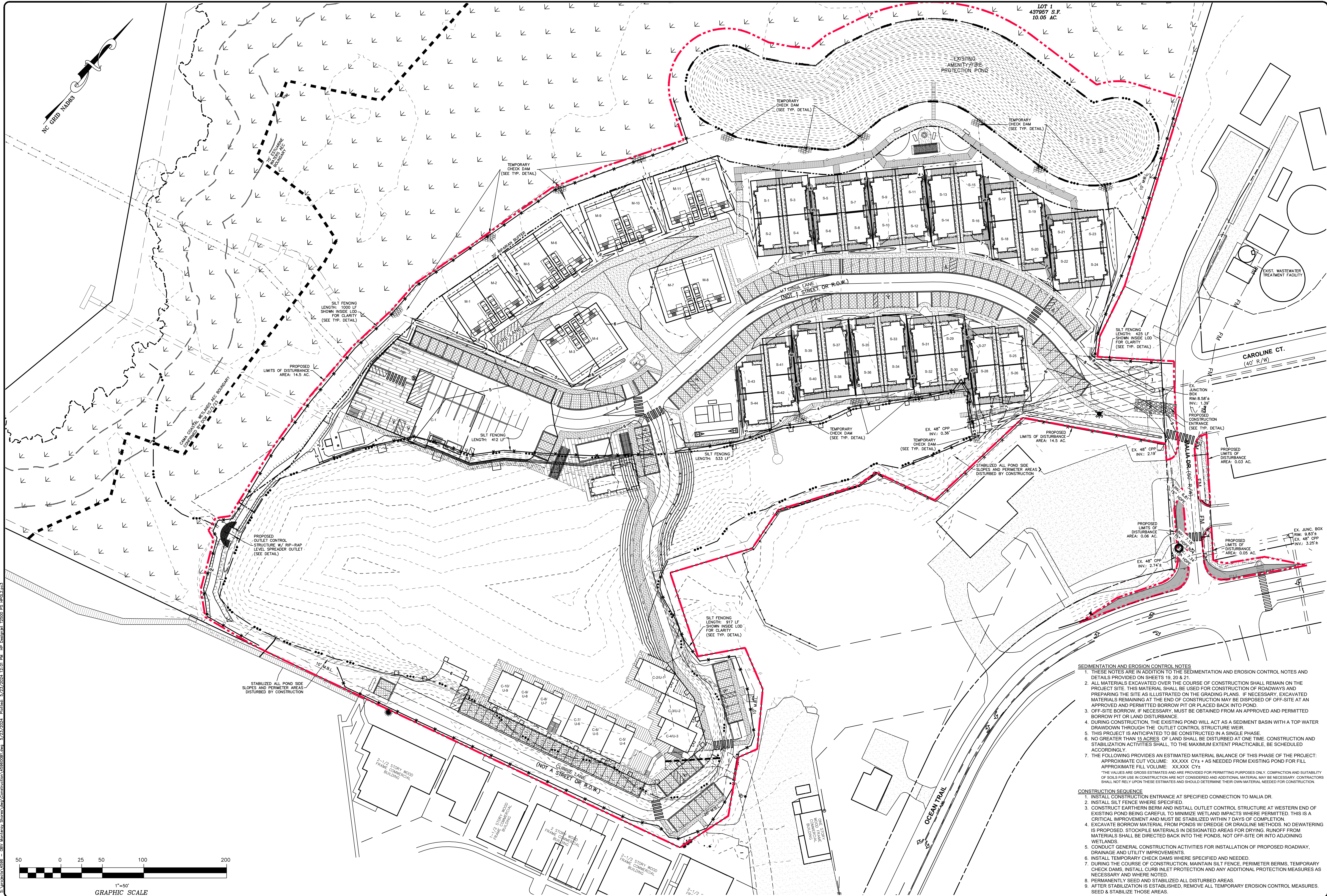
CONSTRUCTION DRAWINGS

NO.	DATE	DESCRIPTION	BY	CHKD.
1	3/23/24	REVISED		

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DATE: 4-22-24	SCALE: 1"=30'
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DRAWN: KFW	APPROVED: BPG

SHEET: **5** OF **21**
 CAD FILE: 459600B1
 PROJECT NO: 4596



- SEDIMENTATION AND EROSION CONTROL NOTES**
- THESE NOTES ARE IN ADDITION TO THE SEDIMENTATION AND EROSION CONTROL NOTES AND DETAILS PROVIDED ON SHEETS 19, 20 & 21.
 - ALL MATERIALS EXCAVATED OVER THE COURSE OF CONSTRUCTION SHALL REMAIN ON THE PROJECT SITE. THIS MATERIAL SHALL BE USED FOR CONSTRUCTION OF ROADWAYS AND PREPARING THE SITE AS ILLUSTRATED ON THE GRADING PLANS. IF NECESSARY, EXCAVATED MATERIALS REMAINING AT THE END OF CONSTRUCTION MAY BE DISPOSED OF OFF-SITE AT AN APPROVED AND PERMITTED BORROW PIT OR PLACED BACK INTO POND.
 - OFF-SITE BORROW, IF NECESSARY, MUST BE OBTAINED FROM AN APPROVED AND PERMITTED BORROW PIT OR LAND DISTURBANCE.
 - DURING CONSTRUCTION, THE EXISTING POND WILL ACT AS A SEDIMENT BASIN WITH A TOP WATER DRAWDOWN THROUGH THE OUTLET CONTROL STRUCTURE WEIR.
 - THIS PROJECT IS ANTICIPATED TO BE CONSTRUCTED IN A SINGLE PHASE.
 - NO GREATER THAN 15 ACRES OF LAND SHALL BE DISTURBED AT ONE TIME. CONSTRUCTION AND STABILIZATION ACTIVITIES SHALL, TO THE MAXIMUM EXTENT PRACTICABLE, BE SCHEDULED ACCORDINGLY.
 - THE FOLLOWING PROVIDES AN ESTIMATED MATERIAL BALANCE OF THIS PHASE OF THE PROJECT:
 APPROXIMATE CUT VOLUME: XX,XXX CY± AS NEEDED FROM EXISTING POND FOR FILL
 APPROXIMATE FILL VOLUME: XX,XXX CY±
*THE VALUES ARE GROSS ESTIMATES AND ARE PROVIDED FOR PERMITTING PURPOSES ONLY. COMPACTION AND SUITABILITY OF SOILS FOR USE IN CONSTRUCTION ARE NOT CONSIDERED AND ADDITIONAL MATERIAL MAY BE NECESSARY. CONTRACTORS SHALL NOT RELY UPON THESE ESTIMATES AND SHOULD DETERMINE THEIR OWN MATERIAL NEEDED FOR CONSTRUCTION.
- CONSTRUCTION SEQUENCE**
- INSTALL CONSTRUCTION ENTRANCE AT SPECIFIED CONNECTION TO MALIA DR.
 - INSTALL SILT FENCE WHERE SPECIFIED.
 - CONSTRUCT EARTHEN BERM AND INSTALL OUTLET CONTROL STRUCTURE AT WESTERN END OF EXISTING POND BEING CAREFUL TO MINIMIZE WETLAND IMPACTS WHERE PERMITTED. THIS IS A CRITICAL IMPROVEMENT AND MUST BE STABILIZED WITHIN 7 DAYS OF COMPLETION.
 - EXCAVATE BORROW MATERIAL FROM PONDS W/ DREDGE OR DRAGLINE METHODS. NO DEWATERING IS PROPOSED. STOCKPILE MATERIALS IN DESIGNATED AREAS FOR DRYING. RUNOFF FROM MATERIALS SHALL BE DIRECTED BACK INTO THE PONDS, NOT OFF-SITE OR INTO ADJOINING WETLANDS.
 - CONDUCT GENERAL CONSTRUCTION ACTIVITIES FOR INSTALLATION OF PROPOSED ROADWAY, DRAINAGE AND UTILITY IMPROVEMENTS.
 - INSTALL TEMPORARY CHECK DAMS WHERE SPECIFIED AND NEEDED.
 - DURING THE COURSE OF CONSTRUCTION, MAINTAIN SILT FENCE, PERIMETER BERMS, TEMPORARY CHECK DAMS, INSTALL CURB INLET PROTECTION AND ANY ADDITIONAL PROTECTION MEASURES AS NECESSARY AND WHERE NOTED.
 - PERMANENTLY SEED AND STABILIZE ALL DISTURBED AREAS.
 - AFTER STABILIZATION IS ESTABLISHED, REMOVE ALL TEMPORARY EROSION CONTROL MEASURES. SEED & STABILIZE THOSE AREAS.

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EROSION & SEDIMENT CONTROL PLAN

COROLLA BOAT CLUB
 POPULAR BRANCH TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA

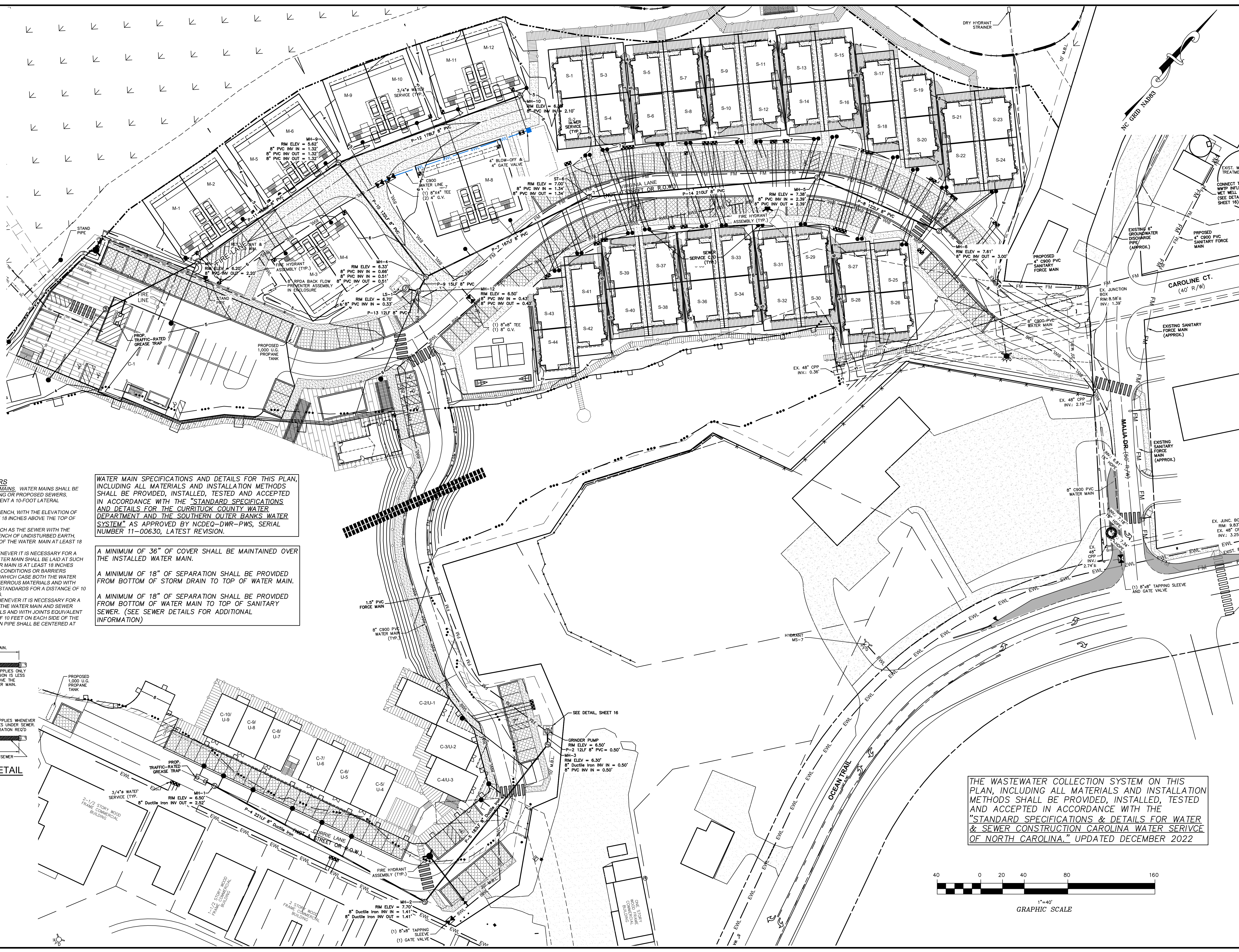
CONSTRUCTION PLANS

NO.	DATE	DESCRIPTION

DATE: 4-22-24 SCALE: 1"=50'
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 DRAWN: KFW APPROVED: BPG
 SHEET: 6 OF 21
 CAD FILE: 459600B1
 PROJECT NO: 4596

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RELATION OF WATER MAINS TO SEWERS

(A) LATERAL SEPARATION OF SEWERS AND WATER MAINS. WATER MAINS SHALL BE LAID AT LEAST 10 FEET LATERALLY FROM EXISTING OR PROPOSED SEWERS, UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT A 10-FOOT LATERAL SEPARATION IN WHICH CASE:

- (1) THE WATER MAIN IS LAID IN A SEPARATE TRENCH, WITH THE ELEVATION OF THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER; OR
- (2) THE WATER MAIN IS LAID IN THE SAME TRENCH AS THE SEWER WITH THE WATER MAIN LOCATED AT ONE SIDE ON A BENCH OF UNDISTURBED EARTH, AND WITH THE ELEVATION OF THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.

(B) CROSSING A WATER MAIN OVER A SEWER. WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS OVER A SEWER, THE WATER MAIN SHALL BE LAID AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER, UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT AN 18 INCH VERTICAL SEPARATION IN WHICH CASE BOTH THE WATER MAIN AND SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS THAT ARE EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING.

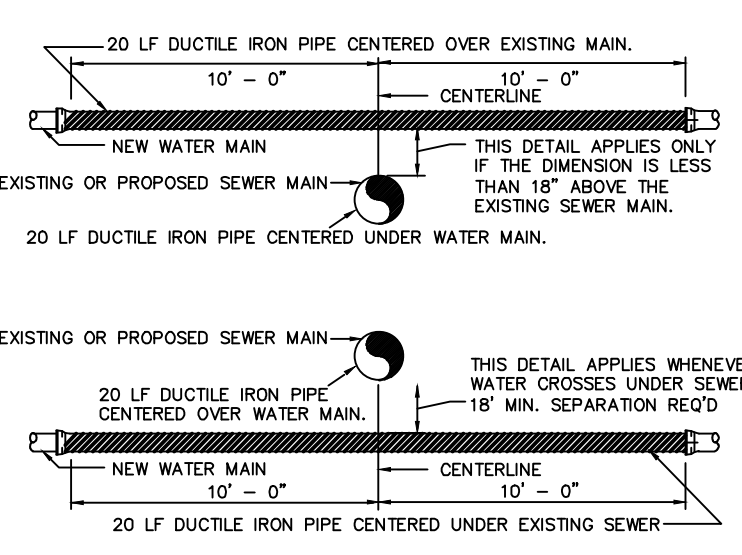
(C) CROSSING A WATER MAIN UNDER A SEWER. WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS UNDER A SEWER, BOTH THE WATER MAIN AND SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING. A SECTION OF WATER MAIN PIPE SHALL BE CENTERED AT THE POINT OF CROSSING.

WATER MAIN SPECIFICATIONS AND DETAILS FOR THIS PLAN, INCLUDING ALL MATERIALS AND INSTALLATION METHODS SHALL BE PROVIDED, INSTALLED, TESTED AND ACCEPTED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS AND DETAILS FOR THE CURRITUCK COUNTY WATER DEPARTMENT AND THE SOUTHERN OUTER BANKS WATER SYSTEM" AS APPROVED BY NCEQ-DWR-PWS, SERIAL NUMBER 11-00630, LATEST REVISION.

A MINIMUM OF 36" OF COVER SHALL BE MAINTAINED OVER THE INSTALLED WATER MAIN.

A MINIMUM OF 18" OF SEPARATION SHALL BE PROVIDED FROM BOTTOM OF STORM DRAIN TO TOP OF WATER MAIN.

A MINIMUM OF 18" OF SEPARATION SHALL BE PROVIDED FROM BOTTOM OF WATER MAIN TO TOP OF SANITARY SEWER. (SEE SEWER DETAILS FOR ADDITIONAL INFORMATION)



WATER CROSSING SEWER DETAIL

THE WASTEWATER COLLECTION SYSTEM ON THIS PLAN, INCLUDING ALL MATERIALS AND INSTALLATION METHODS SHALL BE PROVIDED, INSTALLED, TESTED AND ACCEPTED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS & DETAILS FOR WATER & SEWER CONSTRUCTION CAROLINA WATER SERVICE OF NORTH CAROLINA." UPDATED DECEMBER 2022

1"=40'
GRAPHIC SCALE

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WATER MAIN EXTENSION, WASTE WATER COLLECTION & SERVICES

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NORTH CAROLINA
CURRITUCK COUNTY
POPULAR BRANCH TOWNSHIP

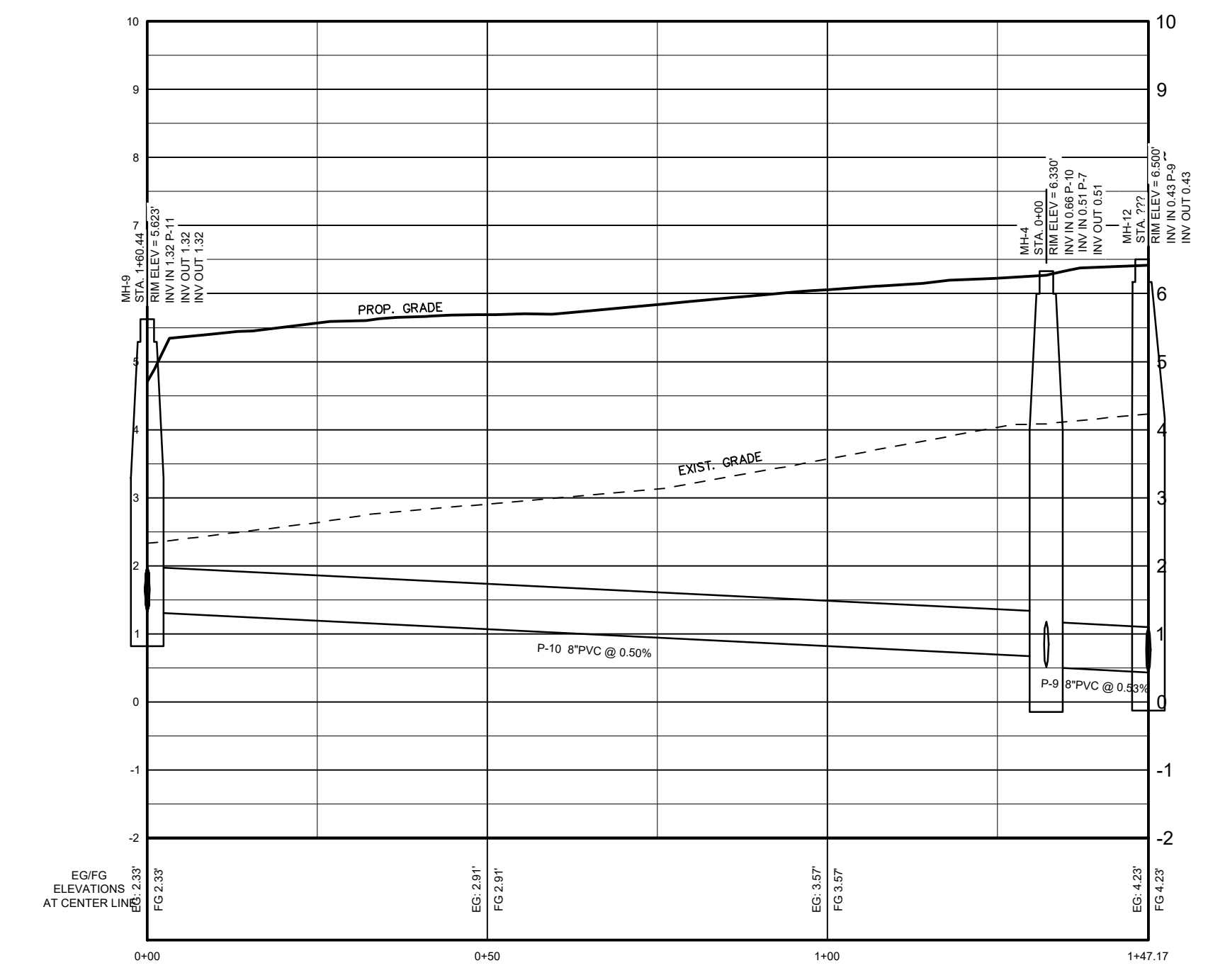
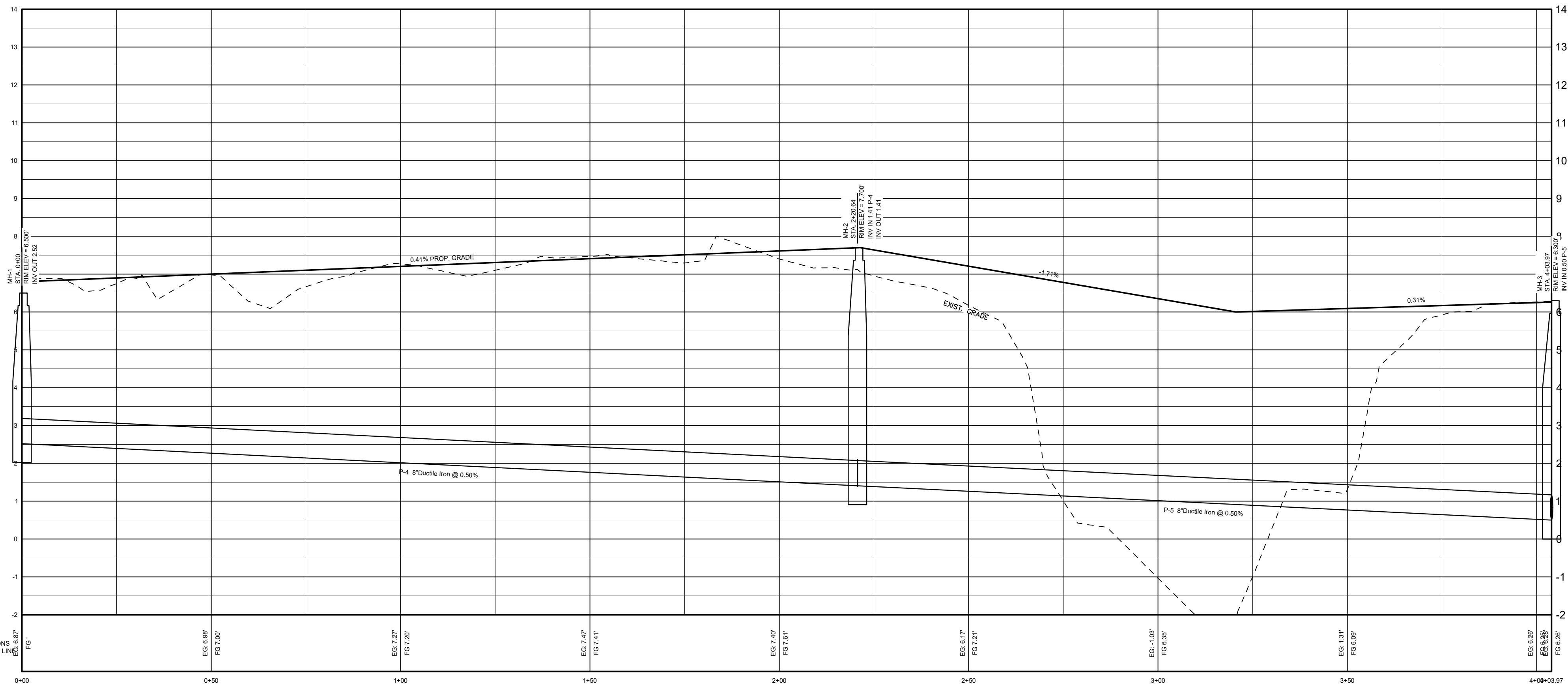
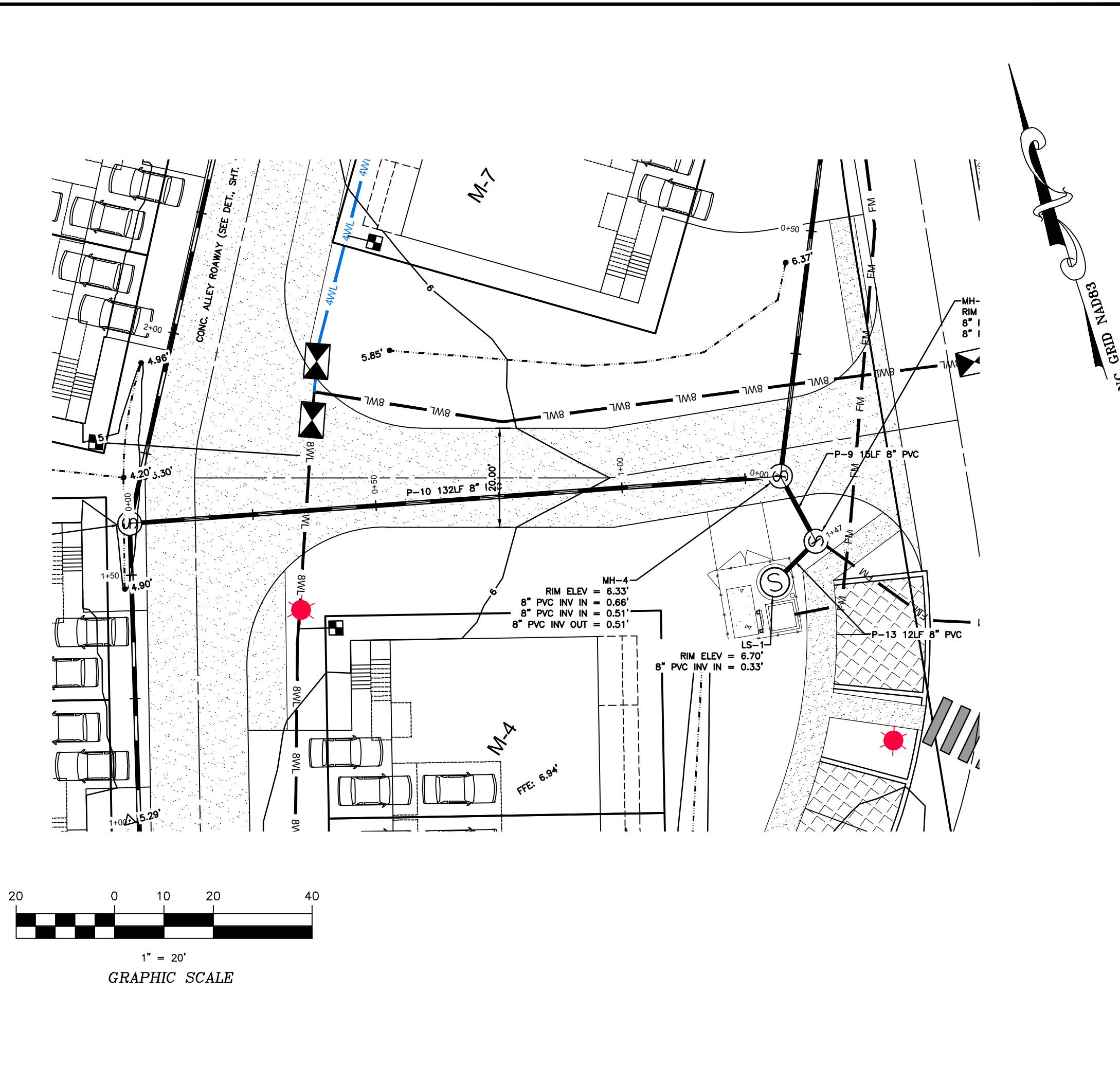
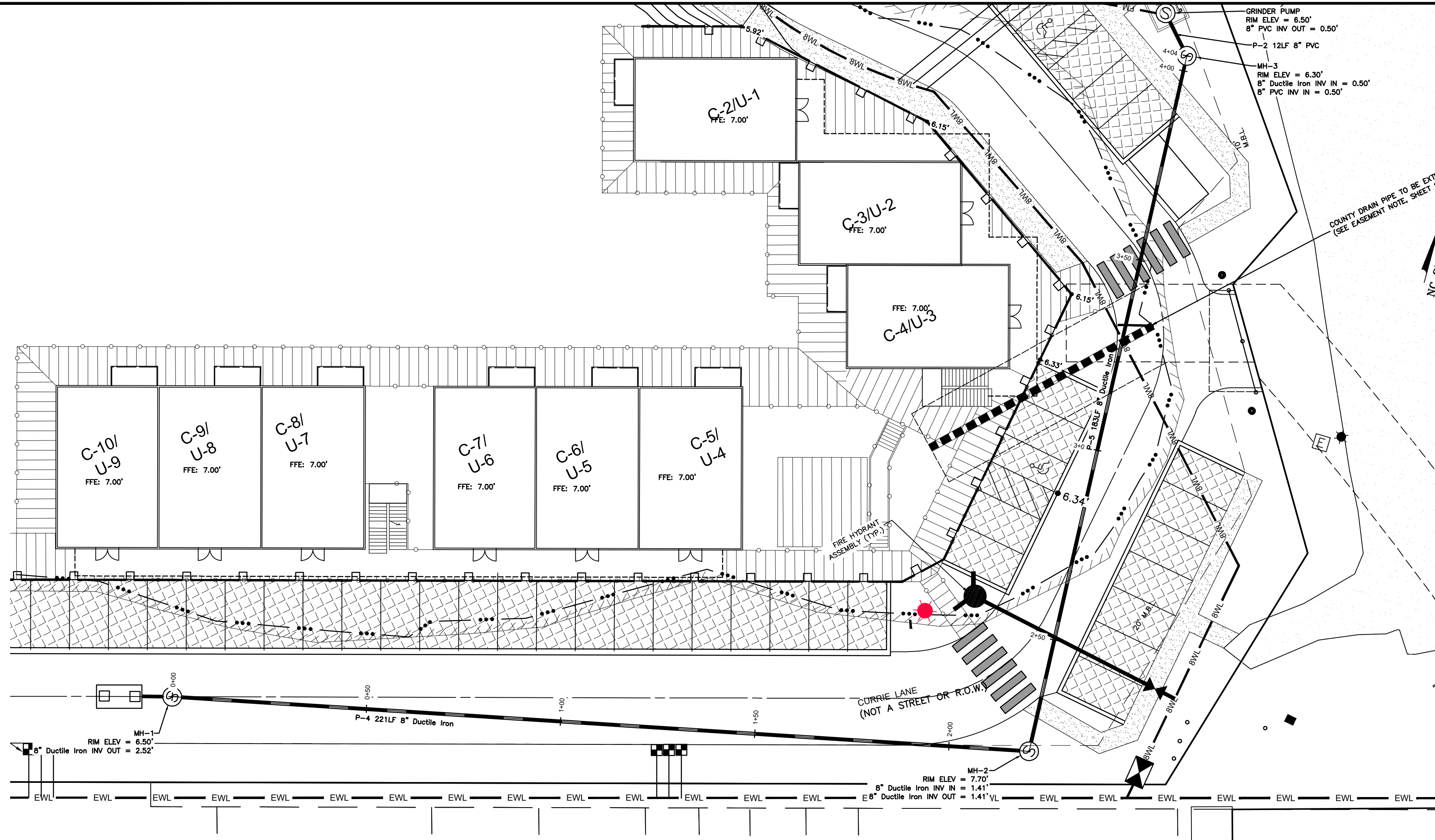
CONSTRUCTION DRAWINGS

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1	3/23/24			

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 PERSON: BPG CHECKED: MSB
 DRAWN: KFW APPROVED: BPG
 SHEET: 7 OF 21
 CAD FILE: 459600B1
 PROJECT NO: 4596

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SANITARY PLANS & PROFILES
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COROLLA BOAT CLUB
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CONSTRUCTION DRAWINGS

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 CAD FILE: 459600B1
 PROJECT NO: 4596

VEHICULAR USE AREA LANDSCAPING (5.2.5)

REQUIREMENTS:
 SHADING - NO PARKING SPACE TO BE MORE THAN 60' FROM THE TRUNK OF A CANOPY TREE
 PERIMETER LANDSCAPING STRIPS COMPOSED OF:
 SHRUBS @ 5' FT ON-CENTER ALONG ABUTTING STREET R/W OR OTHER DEVELOPMENT
 SHRUBS @ 8' FT ON-CENTER ALONG ABUTTING VACANT LAND
 ALL SHRUBS MUST BE EVERGREEN.
PROVISIONS:
 SHADING - SEE PLAN FOR CANOPY TREES PROPOSED AROUND VEHICLE USE AREAS AND LOCATED WITHIN 60' OF ALL PARKING SPACES.
 PERIMETER LANDSCAPING STRIPS COMPOSED OF:
 SEE PLAN FOR EVERGREEN SHRUBS SPACED @ 5' O.C. ALONG PERIMETER OF PARKING AREAS AND 8' O.C. AROUND RV PARKING LOT.

TREE & SHRUB SPECIES AND PLANTING GUIDELINES:

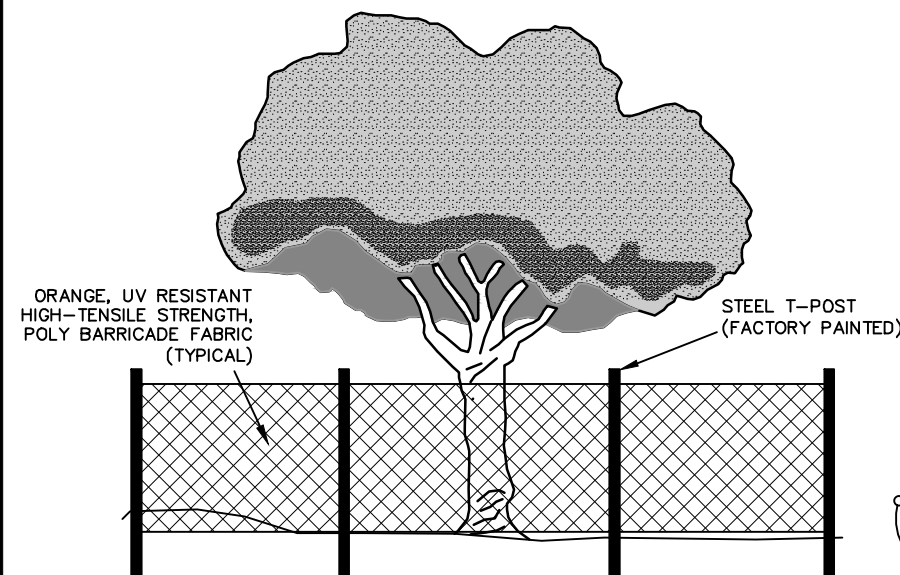
ALL TREES AND SHRUBS SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANTING STANDARDS SPECIFIED IN SECTION 3.5 OF THE CURRITUCK COUNTY ADMINISTRATIVE MANUAL AND THIS PLAN.
 CANOPY AND UNDERSTORY TREE SPECIES SHALL BE OF THOSE LISTED UNDER TABLE 3.4.6: RECOMMENDED PLANTINGS IN THE SAME MANUAL.
 TREE SPECIES SHALL BE DIVERSE. A MINIMUM OF (4) DIFFERENT SPECIES OF CANOPY AND UNDERSTORY TREES SHALL BE INSTALLED IN ROUGHLY EQUAL PROPORTIONS.
 AT INSTALLATION, CANOPY TREES SHALL HAVE A MINIMUM CALIPER OF 2 INCHES MEASURED AT 6 INCHES ABOVE GRADE. EIGHT FOOT HIGH TREES MAY BE PLANTED AS AN ALTERNATIVE.
 AT INSTALLATION, UNDERSTORY TREES SHALL HAVE A MINIMUM CALIPER OF 1.5 INCHES MEASURED AT 6 INCHES ABOVE GRADE. SIX FOOT HIGH TREES MAY BE PLANTED AS AN ALTERNATIVE.
 SHRUBS SHALL BE PLANTED AT THE SPACING NOTED ON THE PLANS AND FORM A VISUAL SCREEN WITH A MIN. MATURE HEIGHT OF 36". SHRUBS SHALL BE EVERGREEN AS NOTED AND BE A MINIMUM OF (3) GALLON SIZE AT PLANTING. MATERIALS SHALL BE OF HIGH-QUALITY NURSERY GRADE.
 THE USE OF NATIVE, DROUGHT TOLERANT TREES IS ENCOURAGED.
 A REPUTABLE LANDSCAPE CONTRACTOR OR SUPPLIER SHALL PREPARE AN ITEMIZED SCHEDULE OF TREES TO BE INSTALLED IN ACCORDANCE WITH THIS LANDSCAPE PLAN. THIS SCHEDULE SHALL BE REVIEWED BY CURRITUCK COUNTY AND THE ENGINEER TO DETERMINE COMPLIANCE BEFORE ORDERING AND INSTALLATION. ALTERNATE TREES AND SPECIFICATIONS MAY BE PRESENTED FOR REVIEW AND APPROVAL.

PERIMETER LANDSCAPE BUFFERS (5.2.6)

REQUIREMENTS:
 a. A GENERAL "VEGETATIVE BUFFER" SHALL BE PROVIDED ALONG THE DEVELOPMENT'S BOUNDARY WITH THE ADJOINING RAILROAD AS PRESCRIBED BY THE DEVELOPMENTS APPROVED PRELIMINARY PLAN.
 b. PLANTING REQUIREMENTS OF THE "VEGETATIVE BUFFER" ARE AT THE DISCRETION OF THE DEVELOPER.
PROVISIONS:
 a. PROPOSED PLANTINGS SHALL BE CONSISTENT WITH THE PLANTING REQUIREMENTS OF THE FAMILIAR BUFFER.
 b. THE BUFFER SHALL INCLUDE AT LEAST 14 TREES, EQUALLY DISTRIBUTED, FOR EVERY 100 LINEAR FEET OF BUFFER LENGTH TO CREATE AN OPAQUE BUFFER. PLANTED TREES SHALL CONSIST OF MIXED HARDWOODS AND MAY CONTAIN UP TO 50% EVERGREEN, EXCLUDING PINE TREES. EXISTING VEGETATION CAN BE USED TO MEET THESE REQUIREMENTS.
 c. PLANTED TREES SHALL BE STAGGERED IN TWO OR MORE ROWS WITHIN THE BUFFER.
 d. PLANTED TREES ARE NOT SUBJECT TO THE MINIMUM SIZE STANDARDS DESCRIBED IN THE TREE SPECIES AND PLANTING NOTES BELOW.

SIDEWALK AND WALKING TRAIL NOTE:

ALL SIDEWALKS AND WALKING TRAILS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CURRENT ACCESSIBILITY CODE. WALKS, TRAILS AND PATHS SHALL BE HARD SURFACE WITH CROSS SLOPES NOT EXCEEDING 2% AND LONGITUDINAL SLOPES NOT EXCEEDING 20:1. WALKWAYS LESS THAN 5' IN WIDTH SHALL PROVIDE A 5' WIDE PASSING ZONE EVERY 200'.

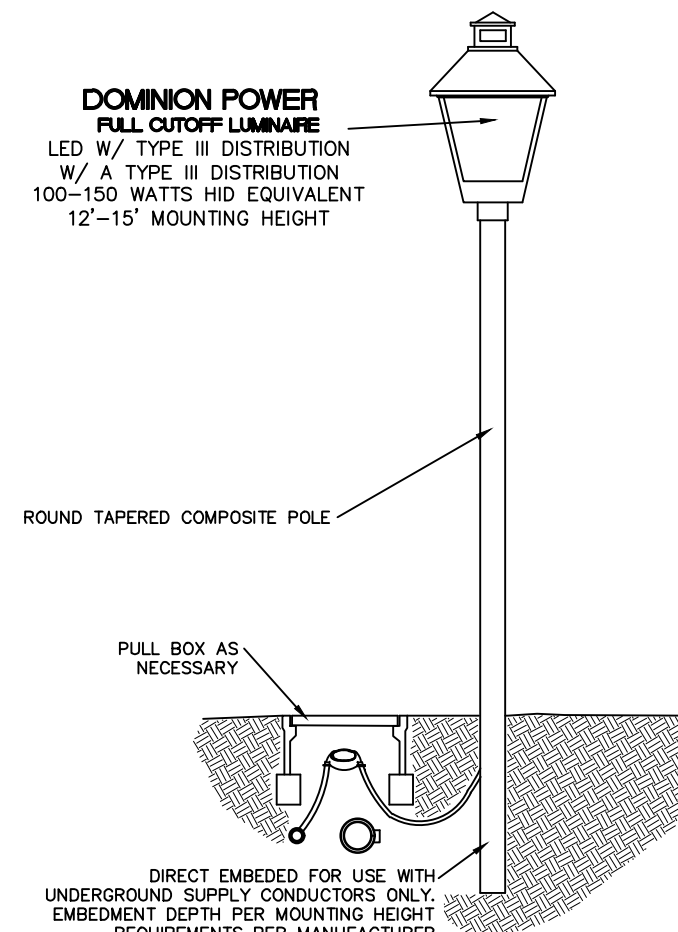


HERITAGE TREE PROTECTION FENCING (SAFETY FENCE DETAIL)

PROTECTIVE FENCING:
 ORANGE WING CONSTRUCTION FENCING, CHAIN LINK FENCING, SNOW FENCING OR OTHER SIMILAR FENCING AT LEAST FOUR FEET (4') HIGH AND SUPPORTED AT A MAXIMUM OF TEN-FOOT (10') INTERVALS BY APPROVED METHODS SUFFICIENT ENOUGH TO KEEP THE FENCE UPRIGHT AND IN PLACE. THE FENCING SHALL BE OF A HIGHLY VISIBLE MATERIAL THAT IS CLEARLY VISIBLE TO THE WORKERS ON-SITE.
PRIOR TO CONSTRUCTION:
 THE CONTRACTOR OR SUBCONTRACTOR SHALL CONSTRUCT AND MAINTAIN, FOR EACH PROTECTED HERITAGE TREE AS IDENTIFIED ON THE PLAN, A PROTECTIVE FENCING WHICH ENCLOSES THE OUTER LIMITS OF THE AREA AND/OR CRITICAL ROOT ZONE OF TREES, TO PROTECT THEM FROM CONSTRUCTION ACTIVITY. ALL PROTECTIVE FENCING SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF ANY SITE WORK AND REMAIN IN PLACE UNTIL ALL EXTERIOR WORK HAS BEEN COMPLETED.

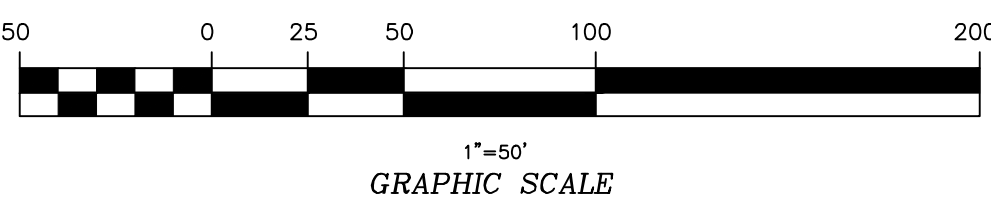
DOMINION POWER FULL CUTOFF LUMINAIRE

LED W/ TYPE III DISTRIBUTION
 W/ A TYPE III DISTRIBUTION
 100-150 WATTS HID EQUIVALENT
 12'-15" MOUNTING HEIGHT



TYP. STREET LIGHT DETAIL

NOT TO SCALE LOCATION AS NOTED ON PLAN
 LOCATED @ 200'-300' INTERVALS AND AT CROSSWALKS (BOTH SIDES OF DIVIDED BOULEVARDS; AT LEAST ON ONE SIDE OF STANDARD STREETS.)



NOT TO SCALE
ROAD SIGN INSTALLATION

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LANDSCAPING, BUFFERING, LIGHTING & SIGNAGE PLAN
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COROLLA BOAT CLUB
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 POPULAR BRANCH TOWNSHIP

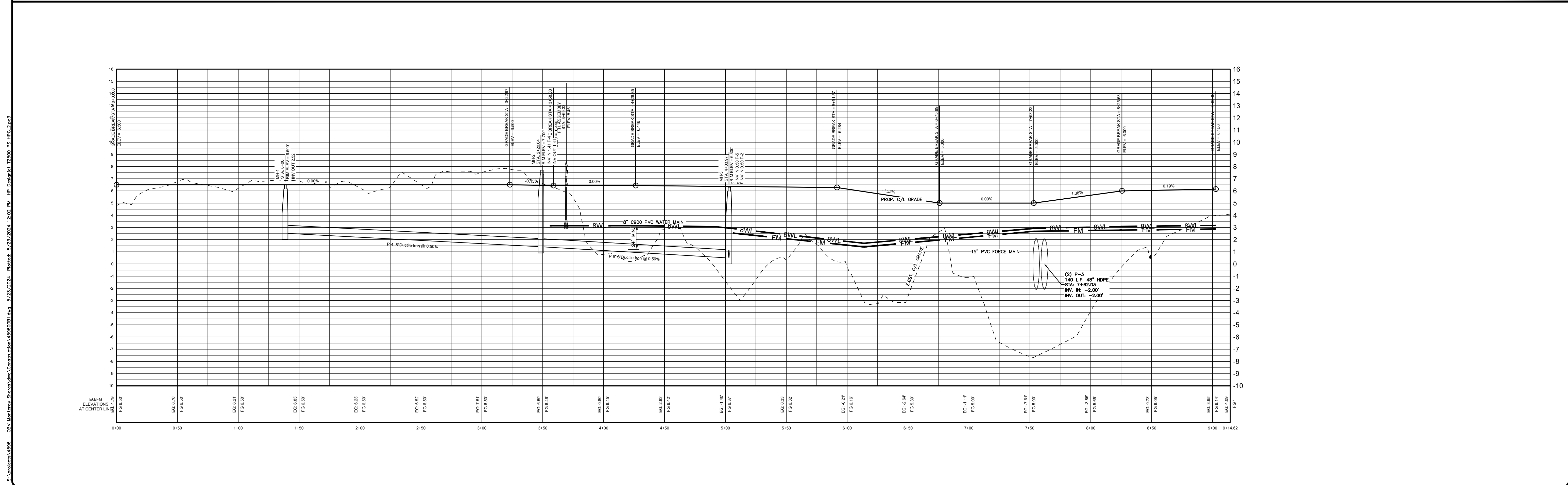
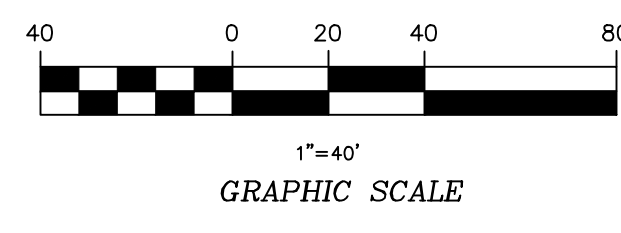
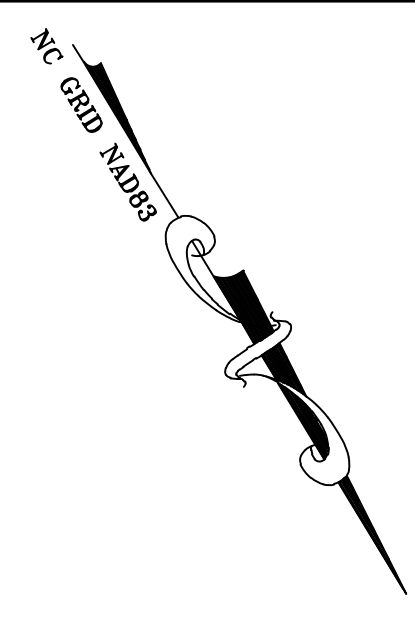
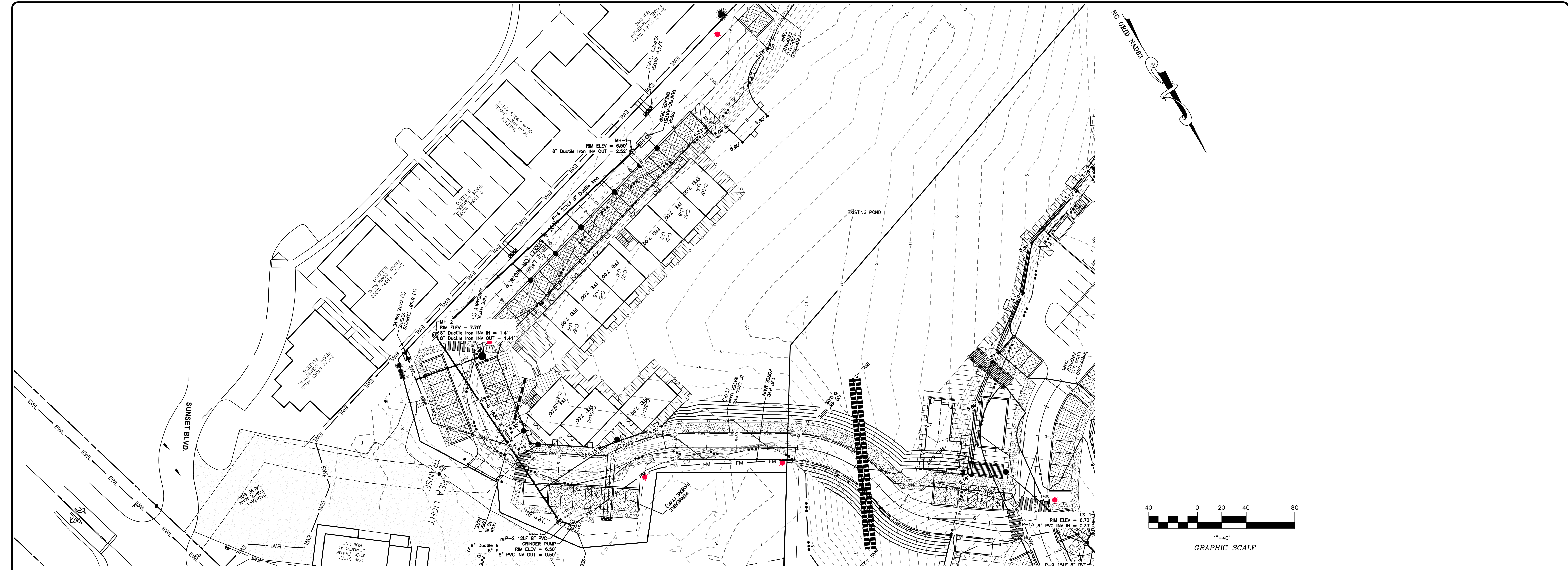
REVISIONS

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1	3/23/24	INC. COMMENTS		

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DATE: 4-22-24 SCALE: 1"=50'
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 SHEET: 11 of 21
 CAD FILE: 459600B1
 PROJECT NO: 4596

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PROFESSIONAL GROUP

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3502 North Coonan Highway
Kitty Hawk, North Carolina 27949
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COROLLA BOAT CLUB

POPULAR BRANCH TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA

CONSTRUCTION DRAWINGS

CURRIE LANE

ROADWAY PLAN & PROFILE

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DATE: 4-22-24

DESIGNED: BPG

DRAWN: KFW

SHEET: 13 OF 21

CAD FILE: 459600B1

PROJECT NO: 4596

SCALE: 1"=50'

CHECKED: MSB

APPROVED: BPG

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CONSTRUCTION

ORDER OF PRECEDENCE GENERAL NOTES/TECHNICAL SPECIFICATIONS

1. THE NOTES CONTAINED HEREIN ARE INTENDED TO SUPPLEMENT THE TECHNICAL SPECIFICATIONS AND PROVIDE EASY REFERENCE FOR THE CONTRACTOR...

2. CONTRACTOR IS CHARGED WITH PERFORMING SITE INVESTIGATIONS TO ASCERTAIN EXISTING SITE CONDITIONS. PHOTOGRAPHIC DOCUMENTATION OF PRE-EXISTING CONSTRUCTION CONDITIONS WILL BE CONDUCTED BY THE ENGINEER...

GENERAL NOTES

- 1. ACCESS TO SITES SHALL BE BY PUBLIC RIGHT-OF-WAYS AND UTILITY EASEMENTS. OTHER ACCESS LOCATIONS REQUIRED SHALL BE SECURED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER...

THE WORK WITHIN RIGHT OF WAY AREAS MUST BE KEPT IN AN ORDERLY AND NEAT FASHION. NO MATERIAL (SOILS, GRAVEL OR OTHER PROJECT FILL) CAN BE PLACED DIRECTLY ON ANY STREET SURFACE WITHOUT MATTING BEING PUT DOWN FIRST...

- 5. EXCESS SUITABLE SOIL EXCAVATED DURING CONSTRUCTION SHALL BE STOCKPILED FOR USE ON THE PROJECT OR DISPOSED OF OFF-SITE AS DIRECTED BY THE ENGINEER...

RELATION OF WATER MAINS TO SEWERS

- (A) LATERAL SEPARATION OF SEWERS AND WATER MAINS. WATER MAINS SHALL BE LAID AT LEAST 10 FEET LATERALLY FROM EXISTING OR PROPOSED SEWERS...

CONSTRUCTION SEQUENCE NOTES

- 1. PRIOR TO COMMENCEMENT OF ANY WORK WITHIN EASEMENTS OR RIGHTS-OF-WAYS THE CONTRACTOR IS REQUIRED TO NOTIFY CONCERNED UTILITY COMPANIES IN ACCORDANCE WITH GS 87-102...

- 19. PIPE SHALL BE LAID TRUE TO LINE AND GRADE WITH BELLS UPSTREAM AND SHALL BE JOINTED TOGETHER SUCH THAT THE COMPLETED PIPE WILL HAVE A SMOOTH INTERIOR...

UTILITY GENERAL NOTES

- 1. PRIOR TO COMMENCEMENT OF ANY WORK WITHIN EASEMENTS OR RIGHTS-OF-WAYS THE CONTRACTOR IS REQUIRED TO NOTIFY CONCERNED UTILITY COMPANIES IN ACCORDANCE WITH GS 87-102...

GENERAL NOTES SANITARY SEWER UTILITY

- 1. CLEANOUT ELEVATIONS AND/OR LOCATIONS MAY BE ADJUSTED IN THE FIELD AS DIRECTED BY THE ENGINEER WHEN NECESSARY...

TRENCH DEWATERING DURING SEWER LINE INSTALLATION

- 1. ALL GROUND WATER WHICH MAY BE FOUND IN THE TRENCHES AND ANY WATER WHICH MAY GET INTO THEM FROM ANY CAUSE WHATSOEVER SHALL BE PUMPED OR BAILED OUT SO THAT THE TRENCH SHALL BE DRY DURING THE PIPE LAYING PERIOD...

- 15. DEWATERING EQUIPMENT SHALL BE SIZED TO MAINTAIN THE TRENCH IN A SATISFACTORY DEWATERED CONDITION SUITABLE FOR PIPE LAYING AND BACKFILLING...

- 16. NOT MORE THAN ONE HUNDRED FIFTY FEET (150') OF TRENCH SHALL BE OPENED IN ADVANCE OF THE COMPLETED PIPE LAYING...

SEWER SERVICE LATERAL NOTES

- 1. CONTRACTOR SHALL MAKE UP STACK AND SUBMIT TO ENGINEER FOR APPROVAL AND SHALL SUBMIT TAPPING SADDLE IF USED TO ENGINEER FOR APPROVAL...

UTILITY GENERAL NOTES

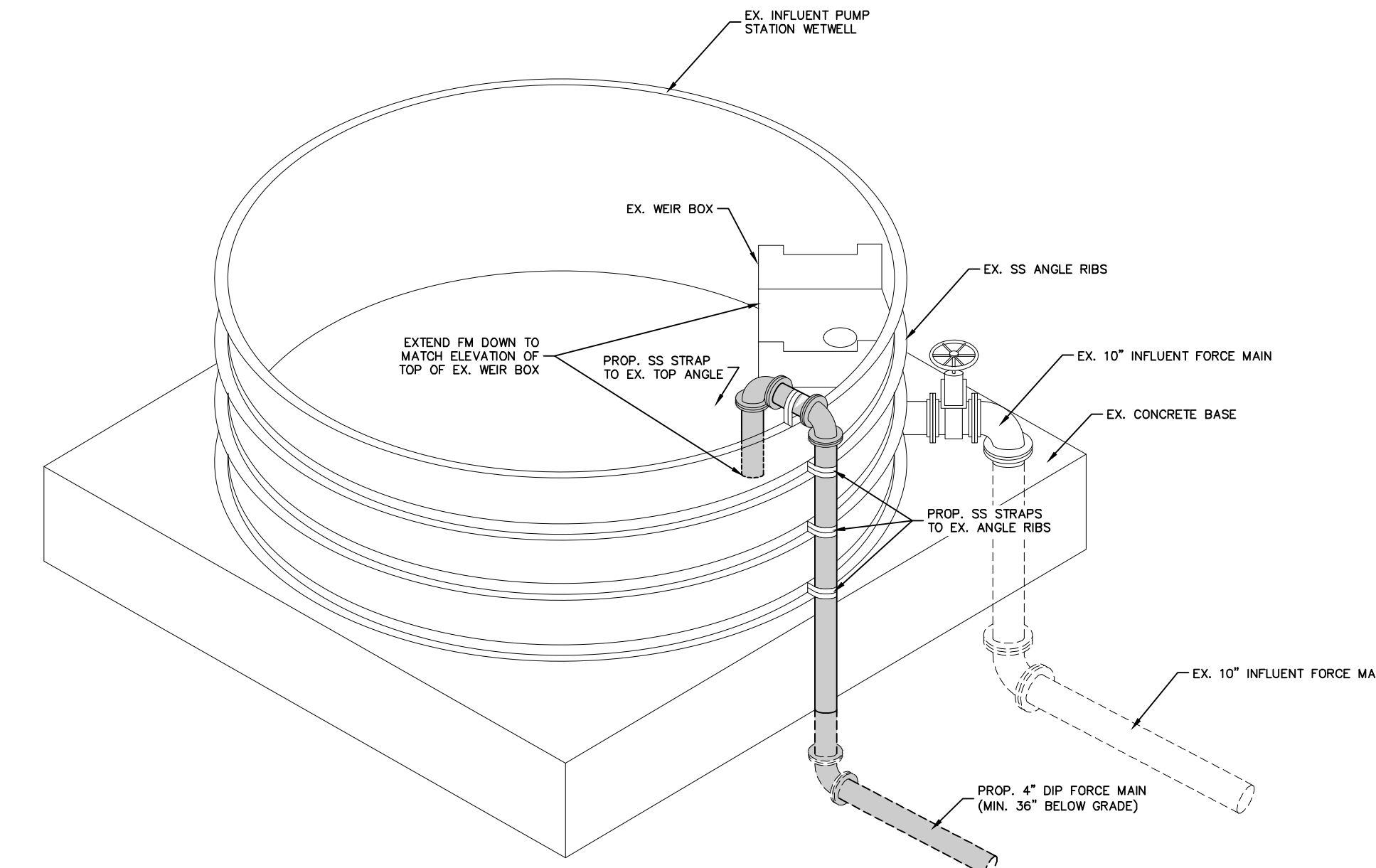
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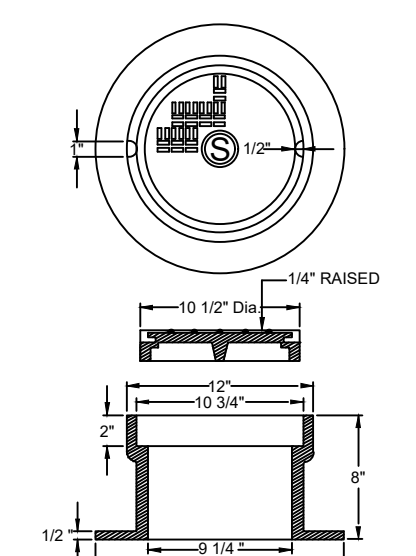
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SEWER SERVICE LATERAL NOTES

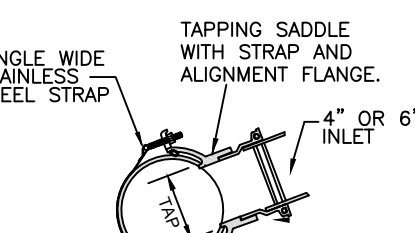
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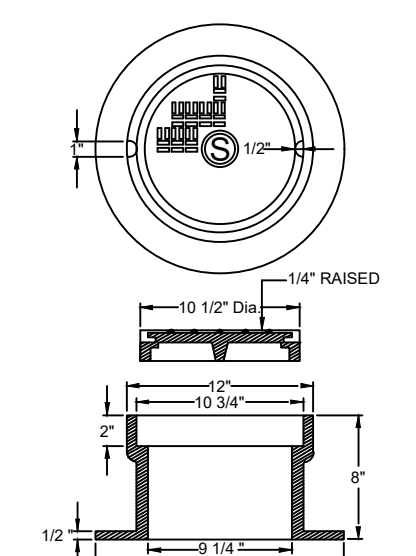
INFLUENT WETWELL FORCE MAIN CONNECTION DETAIL NOT TO SCALE



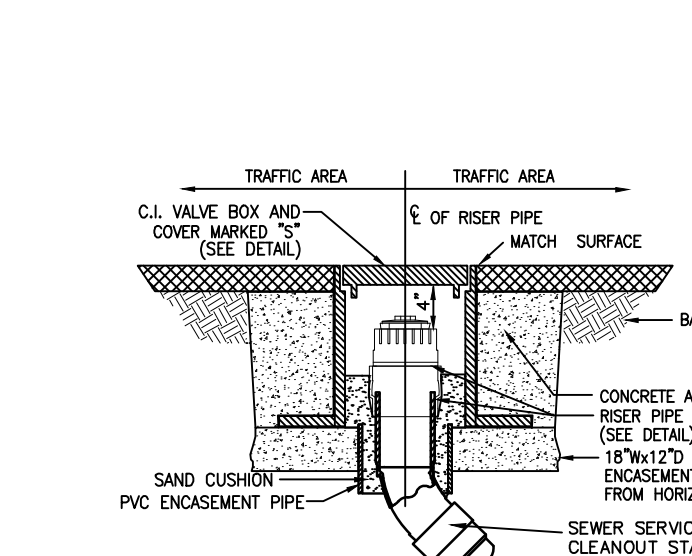
SERVICE PLUG/C/O CAP ASSEMBLY NOT TO SCALE



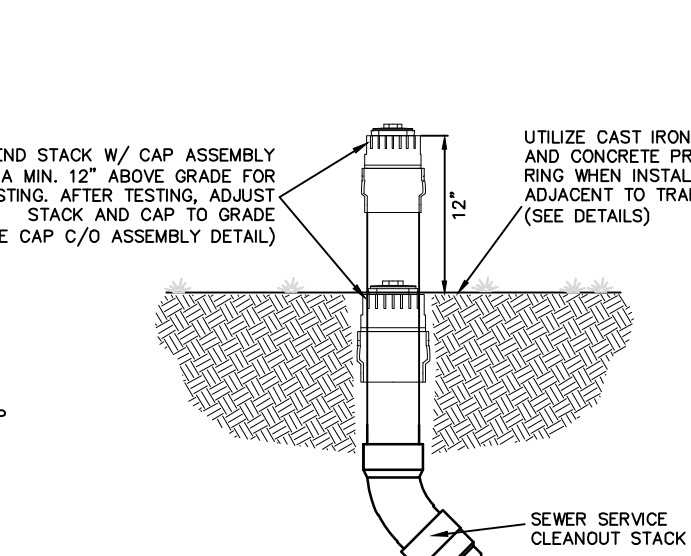
TAPPING SADDLE (OPTIONAL) NOT TO SCALE



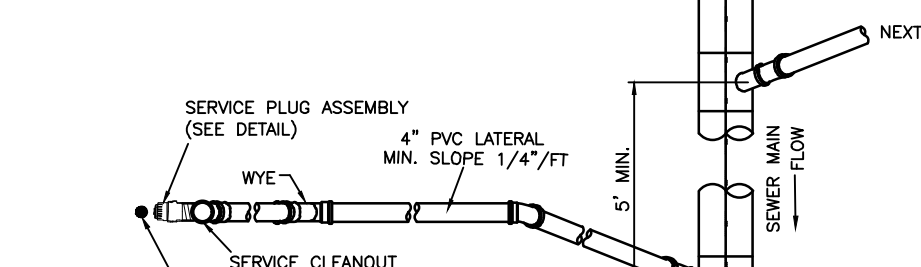
CLEANOUT COVER ASSEMBLY (FOR TRAFFIC AREAS) NOT TO SCALE



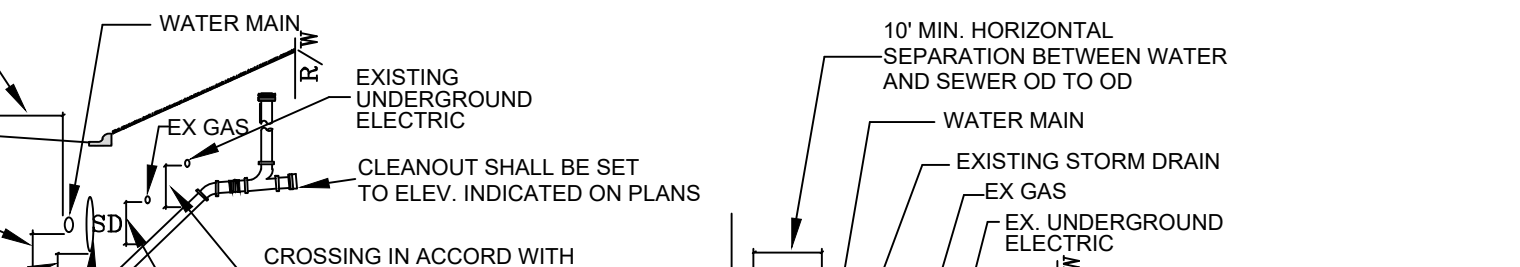
SEWER SERVICE CLEANOUT (FOR TRAFFIC AREAS) NOT TO SCALE



SEWER SERVICE CLEANOUT (FOR NON-TRAFFIC AREAS) NOT TO SCALE



4"Ø LATERAL SEWER UTILITY CONNECTION DETAIL NOT TO SCALE



SEWER SERVICE LATERAL UTILITY CONFLICT SEPARATION REQUIREMENTS NOT TO SCALE



WATER CROSSING SEWER DETAIL NOT TO SCALE

Project information including firm name (Bissell Professional Group), project name (Wastewater Collection TYP. Construction Details), location (Corolla Boat Club, Currituck County, North Carolina), and drawing title (Construction Drawings).

Revisions table with columns for No., Date, Description, and initials. Includes a 'PRELIMINARY DO NOT USE FOR CONSTRUCTION' stamp.

GENERAL PROJECT NOTES:

- PROJECT NAME: COROLLA BOAT CLUB
POPLAR BRANCH CURRITUCK COUNTY, NORTH CAROLINA
- APPLICANT: COROLLA BOAT CLUB, LLC
P.O. BOX 549
COROLLA, NC 27927
- PROJECT DESCRIPTION: ZERO LOT LINE DEVELOPMENT
- NEAREST RECEIVING STREAM: SANDERS BAY - INDEX NUMBER: 30-1-11
- STREAM CLASSIFICATION: SC - PASQUOTANK RIVER BASIN
- PROJECT AREA TABULATION:

TOTAL PROPERTY AREA:	36 AC.
TOTAL PROPOSED DISTURBED AREA:	15.0 AC.

AREA CALCULATION NOTE:
All areas have been calculated utilizing properties within the Autocad software.

MATERIAL BALANCE NOTE:
All excavated material occurring during the course of construction shall remain on-site for roadway construction and lot grading. See SCHEDULE OF LAND DISTURBING ACTIVITIES provided on Sheet 5 of this set for an estimated cut/fill material balance for the project.

WETLAND NOTE:
404 jurisdictional wetlands have been identified on the property.

STABILIZATION NOTE:
The angle of graded slopes and fills shall be no greater than the angle that can be retained by vegetative cover or other adequate erosion control devices or structures. In any event, all disturbed areas left exposed will, WITHIN 14 CALENDAR DAYS OF COMPLETION of any phase of grading, be planted or otherwise provided with temporary or permanent ground cover, devices, or structures sufficient to restrain erosion. Additionally, certain critical areas as identified on the plan, such as, but not limited to, perimeter dikes, swales, slopes steeper than 3:1, and areas located within High Quality Water Zones, must be temporarily or permanently stabilized WITHIN 7 CALENDAR DAYS OF COMPLETION of any phase of grading in these areas. A permanent ground cover for all disturbed areas must be provided WITHIN 15 WORKING DAYS OR 90 CALENDAR DAYS (whichever is shorter) following completion of construction or development.

SEDIMENTATION AND EROSION CONTROL NOTES:

A. NARRATIVE AND SITE DATA
COROLLA BOAT CLUB IS A MIXED USE DEVELOPMENT SITED FOR CONSTRUCTION ON A VACANT TRACT OF LAND LOCATED WEST OF NC HWY 12 ALONG THE SOUTH SIDE OF MALIA DR IN THE COROLLA CURRITUCK COUNTY. THE DEVELOPMENT IS ALSO DESCRIBED AS PHASE 10 OF THE MONTEREY SHORES PUD AND INCLUDES A MIX OF COMMERCIAL, RESIDENTIAL SINGLE FAMILY AND STOWNHOMES BUILDINGS ALL SERVED BY PROPOSED ROADWAY, DRAINAGE, UTILITY AND AMENITY IMPROVEMENTS. THE SITE'S EXISTING TOPOGRAPHY IS GENERALLY FLAT WITH SLOPES RANGING BETWEEN 0-1% AND ELEVATIONS RANGING FROM 1 FT MSL TO BELOW -1 FT MSL. THE PROPERTY IS BOUNDED TO THE NORTH BY MALIA DR, TO THE EAST AND SOUTH BY EXISTING COMMERCIAL DEVELOPMENT AND TO THE WEST BY SANDERS BAY. THE PROPERTY IS CURRENTLY VACANT SURROUNDING DEVELOPMENT IS PRIMARILY COMMERCIAL. APPROX. 21 ACRES OF CAMA AND 40+ JURISDICTIONAL WETLANDS EXIST BETWEEN THE SOUTHEASTERN UPLAND AREAS AND THE BAY. ON-SITE DRAINAGE IS LIMITED TO AN EXISTING CULVERT EXTENDING FROM MALIA DR TO AN EXISTING POND LOCATED ON THE PROPERTY. THE EXISTING CULVERT SERVICES AS A DRAINAGE OUTLET TO SURROUNDING COMMERCIAL DEVELOPMENTS. PURSUANT TO THE USDA SOIL SURVEY MANUAL OF CURRITUCK COUNTY, SITE SOILS ARE PRIMARILY COMPOSED OF COARSE FINE SAND ACROSS THE DEVELOPABLE UPLAND AREA AND CURRITUCK MUCKY PEAT ACROSS THE WETLANDS.

CONSTRUCTION SEQUENCE SCHEDULE

CONSTRUCTION ACTIVITY
Construction Access— Construction entrance, construction routes, equipment parking areas

Sediment Traps & Barriers
Stabilize stream banks, storm drains, Basin traps, sediment fences, & outlet protection

Runoff Control—
Diversion, perimeter dikes, water bars, and outlet protection

Land Clearing & Grading—
Site preparation— cutting, filling & grading, sediment traps, barriers, diversions, drains, surface roughening

Surface Stabilization—
Temporary & permanent seeding, mulching, sodding, rip rap.

Building Construction—
Buildings, utilities, paving.

Landscaping & Final Stabilization—
Topsoiling, trees & shrubs, permanent seeding, mulching, sodding, rip rap

SCHEDULE CONSIDERATION

First land-disturbing activity—Stabilize bare areas immediately with gravel & temporary vegetation as construction takes place.

Install principal basins after construction site is accessed. Install additional traps and barriers as needed during grading.

Install key practices after principal sediments traps and before land grading. Install additional runoff-control conveyance measures during grading.

Where necessary, stabilize stream banks as early as possible. Install principal runoff conveyance system with runoff-control measures. Install remainder of system after grading.

Begin major clearing and grading after principal & key runoff-control measures area installed. Clear borrow & disposal areas as needed. Install additional control measures as grading progresses. Mark trees & buffer areas for preservation.

Apply temporary or permanent stabilization measures immediately on all disturbed areas where work is delayed or complete.

Install necessary erosion & sedimentation control practices as work takes place.

LAND GRADING CONSTRUCTION SPECIFICATIONS

- Construct & maintain all erosion & sedimentation control practices & measures in accordance with the approved sedimentation control plan and construction schedule.
- Remove good topsoil from areas to be graded and filled, and preserve it for use in finishing the grading of all critical areas.
- Scarify areas to be topsoiled to a minimum depth of 2 inches before placing topsoil.
- Clear & grub areas to be filled to remove trees, vegetation, roots, or other objectionable material that would affect the planned stability of fill.
- Ensure that fill material is free of brush, rubbish, rocks, logs, stumps, building debris, and other materials inappropriate for constructing stable fills.
- Place all fill in layers not to exceed 9 inches in thickness, and compact the layers as required to reduce erosion, slippage, settlement, or other related problems.
- Do not incorporate frozen material or soft, mucky, or highly compressible materials into fill slopes.
- Do not place fill on a frozen foundation, due to possible subsidence and slippage.
- Keep diversions and other water conveyance measures free of sediment during all phases of development.
- Handle seeps or springs encountered during construction in accordance with approved methods.
- Following completion of any phase of grading, provide a groundcover (temporary or permanent) on all exposed slopes within 14 calendar days, or 7 calendar days in critical areas identified on the plan; and, a permanent groundcover for all disturbed areas within 15 working days or 90 calendar days (whichever is shorter) following completion of construction or development.
- Provide adequate protection from erosion for all topsoil stockpiles, borrow areas, and spoil areas.

PERMANENT SEEDING
The purpose of permanent seeding is to reduce erosion and decrease sediment yield from disturbed areas, and to permanently stabilize such areas in a manner that is economical, adapts to site conditions, and allows selection of the most appropriate plant materials. These areas must be seeded or planted within 15 working days or 90 calendar days after final grade is reached, unless temporary stabilization is applied.

PERMANENT SEEDING SPECIFICATIONS
Seeding Recommendations for Summer SEEDING DATES— April to July
SEEDING MIXTURE
Species Rate
Common bermudagrass 10/1,000 sf (sprigs)
1-2 lb/1,000 sf (seed)
500 (See Sodding Notes)

Seeding Recommendations for Early Fall through Early Spring
SEEDING DATES— August to March (early fall and spring recommended)
Species Rate
Kentucky 31 Tall Fescue 6 lb/1,000 sf (broadcast seed)

SEEDING NOTES—
1. Sprig or sod. Moisture is essential during initial establishment. Sod must be kept watered for 2-3 weeks, but can be planted earlier or later than sprigs.
2. Soil Amendments— It is highly recommended that soils be tested and amended as found necessary. If a soil is not tested follow these recommendations: Apply 3,000 lb/acre of ground agricultural limestone and 500 lb/acre of 10-10-10 starter fertilizer, or 50 lb/acre nitrogen from turf-1 slow-release fertilizer. Add 25-50 lb/acre nitrogen at 2-3 week intervals through mulch.

Sprigging—
Plant sprigs in furrows with a tractor-drawn planter, or broadcast by hand. (Not recommended for Tall Fescue)
Furrows should be 4-6 inches deep and 2 feet apart. Place sprigs about 2 ft. apart in a row with one end at or above ground level.

Broadcast at rates shown above, and press sprigs into the top 1/2-2 inches of soil with a disk set straight so that sprigs are not brought back under the surface.

Mulch—
Do not mulch Bermuda Grass. For Tall Fescue seed, apply 4,000-lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch-anchoring tool. A disk with blades set nearly straight can be used as a mulch-anchoring tool.

Maintenance—
Water as needed. Mow bermuda to 3/4 to 1-inch height and tall fescue to 2.5 - 3.5 inch height. Topdress bermuda with 40 lb/acre nitrogen in April, 50 lb in May, 50 lb in June, 50 lb in July, and 25 lb in August. Top dress tall fescue in mid September, again in November and February with turf-grade 3-1-2 or 4-1-2 ratio turf-grade fertilizer. Fertilize with 1 lb of actual nitrogen per 1,000 sf. Do not fertilize tall fescue between Mid March and Early September.

TEMPORARY SEEDING

The purpose of temporary seeding is to temporarily stabilize denuded areas that will not be brought to final grade or permanently seeded for a period of more than 14 calendar days, or 7 days in critical areas identified on the plan.

TEMPORARY SEEDING SPECIFICATIONS
Seeding Recommendations for Late Winter & Early Spring SEEDING DATES— December 1 to April 15
SEEDING MIXTURE
Species Rate (lb/acre)
Winter Rye (grain) 120 (Annual Ryegrass shall not be used)
Annual Lespedeza 50
(Kobe)
*Omit Annual Lespedeza when duration of temporary cover is not to extend beyond June

Soil Amendments—
Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.

Mulch—
Apply 4,000-lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch-anchoring tool. A disk with blades set nearly straight can be used as a mulch-anchoring tool.

Maintenance—
Refertilize if growth is not fully adequate. Reseed, fertilize and mulch immediately following erosion or other damage.

Seeding Recommendations for Summer
SEEDING DATES— April 15 to August 15
SEEDING MIXTURE
Species Rate (lb/acre)
German Millet 40

Soil Amendments—
Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.

Mulch—
Apply 4,000-lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch-anchoring tool. A disk with blades set nearly straight can be used as a mulch-anchoring tool.

Maintenance—
Refertilize if growth is not fully adequate. Reseed, fertilize and mulch immediately following erosion or other damage.

Seeding Recommendations for Fall
SEEDING DATES— August 15 to December 30
SEEDING MIXTURE
Species Rate (lb/acre)
Winter Rye (grain) 120
Soil Amendments—
Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 1,000 lb/acre 10-10-10 fertilizer.

Mulch—
Apply 4,000-lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch-anchoring tool. A disk with blades set nearly straight can be used as a mulch-anchoring tool.

Maintenance—
Repair and refertilize damaged areas immediately. Topdress with 50 lb/acre of nitrogen in March. If it is necessary to extend temporary cover beyond June 15, overseed with 50 lb/acre Kobe Lespedeza in late February or Early March.

TEMPORARY SEEDING

The purpose of temporary seeding is to temporarily stabilize denuded areas that will not be brought to final grade or permanently seeded for a period of more than 14 calendar days, or 7 days in critical areas identified on the plan.

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Maintenance—
Repair and refertilize damaged areas immediately. Topdress with 50 lb/acre of nitrogen in March. If it is necessary to extend temporary cover beyond June 15, overseed with 50 lb/acre Kobe Lespedeza in late February or Early March.

SODDING

The purpose of permanent seeding is to prevent erosion and damage from sediment and runoff by stabilizing the soil surface with permanent vegetation for the purpose of:
- the provision of immediate vegetative cover in critical areas
- to stabilize disturbed areas with a suitable plant material that cannot be established by seed.
- to stabilize drainage ways & channels and other areas of concentrated flow where flow velocities will not exceed that specified grass lining.

SODDING SPECIFICATIONS
Soil Quality
-Sod should be machine cut at a uniform depth of 1/2-2 inches
-Sod should not have been cut in excessively wet or dry weather.
-Sections of sod should be standard size as determined by the supplier, uniform, and uniform.
-Sections of sod should be strong enough to support their own weight and retain their size and shape when lifted by one end.
-Harvest, delivery, and installation of sod should take place within a period of 36 hours.

Soil Amendments—
Apply lime and fertilizer according to soil tests or apply 2 tons/acre of pulverized agricultural limestone and 1,000 lb/acre 10-10-10 fertilizer in the fall, or 5-10-10 in spring.

Prior to laying sod, clear the soil surface of trash, debris, roots, branches, stones, and clods larger than 2 inches in diameter. Fill or level low spots in order to avoid standing water. Rake or harrow the site to obtain a smooth and level final grade. Complete soil preparation by rolling or cultipacking to firm soil.

Sod Installation—
1. Moistening the sod after it is unrolled helps maintain viability. Store in shade during installation.
2. Raise the sod surface to break the crust just before laying sod. During the summer, lightly irrigate the soil, immediately before laying sod to cool the soil and reduce root burning & dieback.
3. Do not sod on grove, frozen soils, or soils that have been treated recently with herbicides or herbicides.
4. Lay the first row of sod in a straight line with subsequent rows placed parallel to and butting tightly against each other. Subsequent strips in a brick-like pattern. Be sure that the sod is not stretched or overlapped and that all joints are butted tightly to prevent voids. Use a knife or sharp spade to trim and fit irregular shaped areas.
5. Install strips of sod with their longest dimension perpendicular to the slope. On slopes of 3:1 or greater, or wherever erosion may be a problem, secure sod with pegs or staples.
6. As sodding of clearly defined areas is completed, roll sod to provide good contact between roots and soil.
7. After rolling, irrigate until the soil is wet 4 inches below the sod.
8. Keep sodded areas moist to a depth of 4 inches until the grass takes root. This can be determined by tugging on the sod.
9. Mowing should not be attempted until the sod is firmly rooted, usually 2-3 weeks.

Sodded Waterways
1. Prepare soil as described above.
2. Lay sod strips perpendicular to the direction of flow, with the lateral joints staggered in a brick-like pattern. Butt edges tightly together.

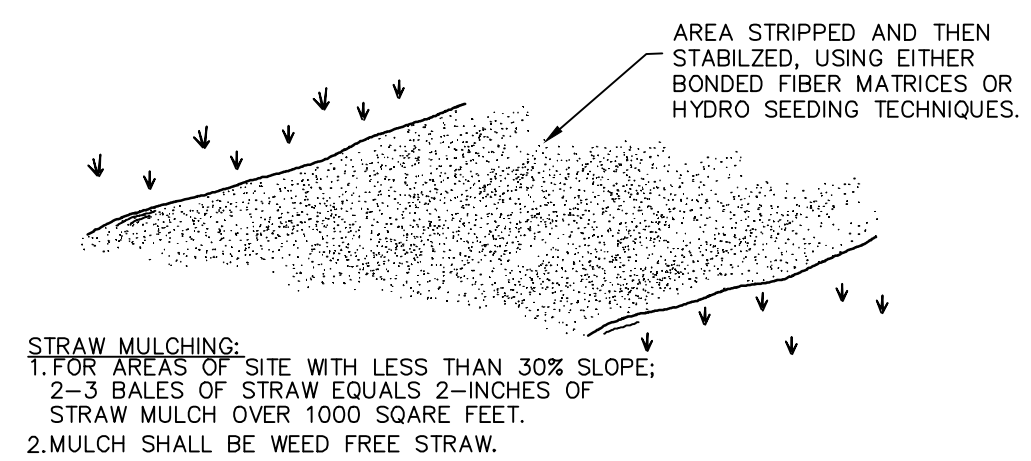
Maintenance—
After the first week, water as necessary to maintain adequate moisture in the root zone & prevent dormancy of the sod.

Do not remove more than one-third of the shoot in any one mowing. Grass height should be maintained between 2-3 inches unless otherwise specified.

After first growing season, established sod requires fertilization, and may also require lime. Follow soil test recommendations.

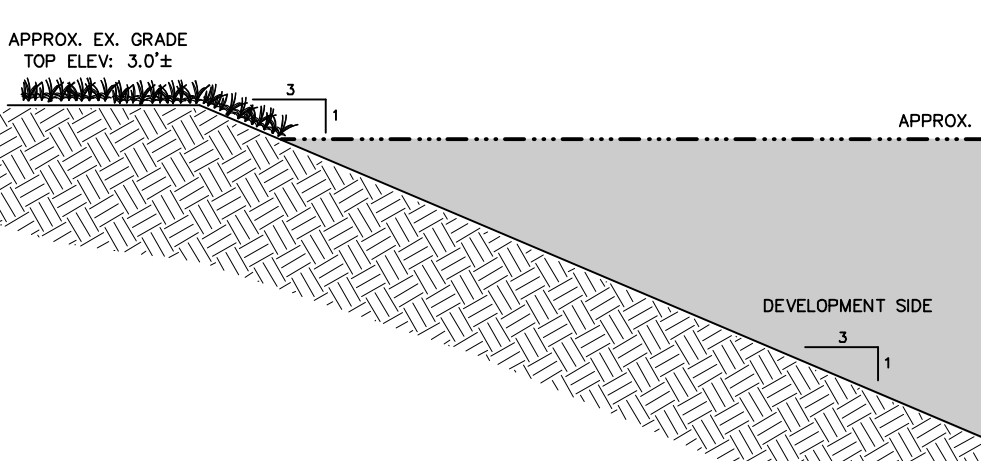
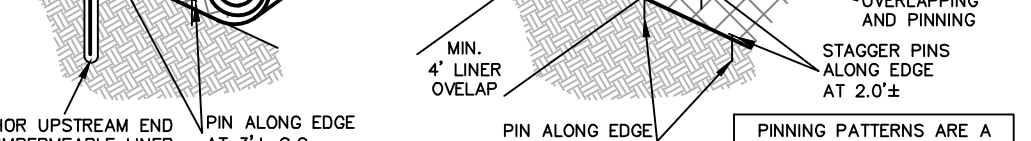
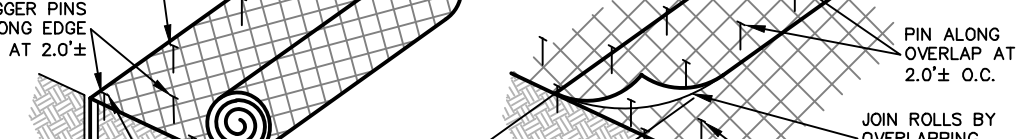
TEMPORARY STONE CHECK DAM CONSTRUCTION SPECIFICATIONS:
1. CLEAR, GRUB, AND STRIP THE AREA UNDER THE EMBANKMENT OF ALL VEGETATION AND ROOT MAT. REMOVE ALL SURFACE SOIL CONTAINING HIGH AMOUNTS OF ORGANIC MATTER AND STOCKPILE OR DISPOSAL OF IT PROPERLY. Haul ALL OBJECTIONABLE MATERIAL TO THE DESIGNATED DISPOSAL AREA.
2. PLACE STONE TO THE LINES AND DIMENSIONS SHOWN IN THE PLAN ON A FILTER FABRIC FOUNDATION.
3. KEEP THE CENTER STONE SECTION AT LEAST 9 INCHES BELOW NATURAL GROUND LEVEL WHERE THE DAM ABUTS THE CHANNEL BANKS.
4. EXTEND STONE AT LEAST 1.5 FEET BEYOND THE DITCH BANK TO KEEP WATER FROM CUTTING AROUND THE ENDS OF THE CHECK DAM.
5. ALL CUT AND FILL SLOPES SHOULD BE 2:1 OR FLATTER.
6. PROTECT THE CHANNEL AFTER THE LOWEST CHECK DAM FROM HEAVY FLOW THAT COULD CAUSE EROSION.
7. MATERIAL USED IN THE STONE SECTION SHOULD BE A WELL-GRADED MIXTURE OF STONE WITH A 450 SIZE OF 9 INCHES (CLASS B EROSION CONTROL STONE IS RECOMMENDED) AND A MAXIMUM STONE SIZE OF 14 INCHES. THE STONE MAY BE MACHINE PLACED AND THE SMALLER STONES WORKED INTO THE JOINTS OF THE LARGER STONES. THE STONE SHOULD BE HARD, ANGULAR, AND HIGHLY WEATHER-RESISTANT.
8. STABILIZE THE EMBANKMENT AND ALL DISTURBED AREAS ABOVE THE SEDIMENT POOL AND DOWNSTREAM FROM THE TRAP IMMEDIATELY AFTER CONSTRUCTION.
9. ENSURE THAT OTHER AREAS OF THE CHANNEL, SUCH AS CULVERT ENTRANCES BELOW THE CHECK DAMS, ARE NOT SUBJECT TO DAMAGE, OR BLOCKAGE, OR BLOWOUTS FROM DISPLACED STONES.

MAINTENANCE OF TEMPORARY STONE CHECK DAMS:
INSPECT CHECK DAMS AND CHANNELS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (2" OR GREATER) RAINFALL EVENT AND REPAIR IMMEDIATELY. CLEAN OUT SEDIMENT, STRAW, LIMBS, OR OTHER DEBRIS WHEN NEEDED.
REMOVE SEDIMENT ACCUMULATION BEHIND THE DAMS AS NEEDED TO PREVENT DAMAGE TO CHANNEL VEGETATION, ALLOW THE CHANNEL TO DRAIN THROUGH THE STONE CHECK DAM, AND PREVENT LARGE FLOWS FROM CARRYING SEDIMENT OVER THE DAM. ADD STONES TO DAMS AS NEEDED TO MAINTAIN DESIGN HEIGHT AND CROSS SECTION.



TO PROVIDE TEMPORARY SOIL STABILIZATION BY PLANTING GRASSES AND LEGUMES TO AREAS THAT WOULD REMAIN BARE FOR MORE THAN 14 CALENDAR DAYS, OR 7 DAYS IN IDENTIFIED CRITICAL AREAS WHERE PERMANENT COVER IS NOT NECESSARY OR APPROPRIATE.

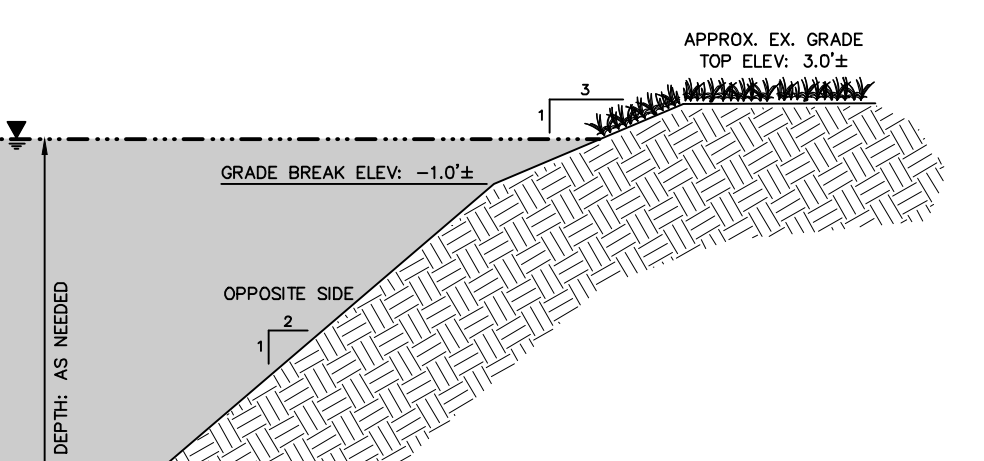
LAND DISTURBANCE & STABILIZATION DETAIL
NOT TO SCALE



TYP. BORROW POND SECTION



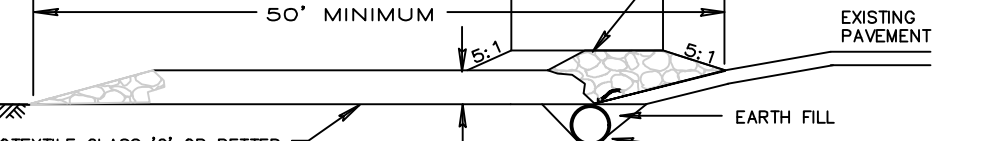
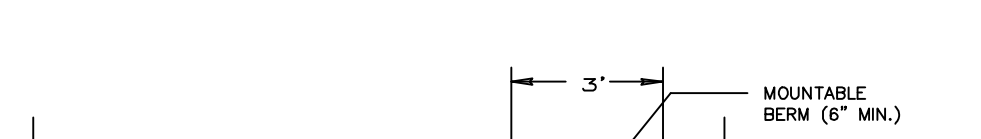
TYPICAL STOCKPILE SECTION
NOT TO SCALE SECTION VIEW
STOCKPILES HAVING 2:1 SIDE SLOPES ARE CONSIDERED CRITICAL AREAS. SEE STABILIZATION NOTES FOR TEMPORARY AND PERMANENT STABILIZATION REQUIREMENTS. LEVEL GRADE AREA AND STABILIZE AT COMPLETION



TYPICAL SILT FENCING DETAIL
NOT TO SCALE LOCATION AS NOTED ON PLAN



TEMPORARY STONE CHECK DAM CONSTRUCTION
NOT TO SCALE LOCATIONS AS NOTED ON PLAN



ROLLED EROSION CONTROL MATTING (R.E.C.M.) SPECIFICATIONS:
1. All areas identified on these plans as requiring an erosion control matting shall be lined with a protective covering to minimize erosion and protect seed until permanent vegetation is established.
2. Covering shall be composed of a bio or photo degradable material to minimize long term environmental impacts.
3. Mulching with straw or other organic materials can be utilized only when it will not impede the establishment of permanent vegetation. Mulches must be properly anchored which may be difficult in some environments. An example is straw mulch with jute netting stapled or pinned in place.
4. Pre-manufactured rolled erosion control products (RECP) are highly recommended for this application. RECP's shall be installed according to manufacturer specifications for channel linings. An example is a woven straw or wooden fiber Excelsior matting.

CONSTRUCTION ENTRANCE SPECIFICATIONS
1. Length - minimum of 50' (*30' for single residence lot).
2. Width - 12' minimum, should be flared at the existing road to provide a turning radius.
3. Geotextile fabric (filter cloth) must be placed over the existing ground prior to placing stone.
*If the plan approval authority may not require single family residences to use geotextile.
4. Stone - crushed aggregate (2" to 3") or reclaimed or recycled concrete equivalent shall be placed at least 6" deep over the length and width of the entrance.
5. Surface Water - all surface water flowing to or diverted toward construction entrances shall be piped through the entrance, maintaining positive drainage. Pipe installed through the stabilized construction entrance shall be protected with a moundable berm with 5:1 slopes and a minimum of 6" of stone over the pipe. Pipe has to be sized according to the drainage. When the SCE is located at a high spot and has no drainage to convey a pipe will not be necessary. Pipe should be sized according to the amount of runoff to be conveyed. A 6" minimum will be required.
6. Location - A stabilized construction entrance shall be located at every point where construction traffic enters or leaves a construction site. Vehicles leaving the site must travel over the entire length of the stabilized construction entrance.

DROP/CURB INLET PROTECTION SPECIFICATIONS:
INSPECT AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (2" OR GREATER) RAINFALL EVENT AND REPAIR IMMEDIATELY. REMOVE DEBRIS FROM WEIR AND REPLACE STONES AS NEEDED.
REMOVE ONCE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.

ROLLED EROSION CONTROL MATTING (R.E.C.M.) SPECIFICATIONS:
1. All areas identified on these plans as requiring an erosion control matting shall be lined with a protective covering to minimize erosion and protect seed until permanent vegetation is established.
2. Covering shall be composed of a bio or photo degradable material to minimize long term environmental impacts.
3. Mulching with straw or other organic materials can be utilized only when it will not impede the establishment of permanent vegetation. Mulches must be properly anchored which may be difficult in some environments. An example is straw mulch with jute netting stapled or pinned in place.
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GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT

Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling sections of the NCG01 Construction General Permit (Sections E and F, respectively). The permittee shall comply with the Erosion and Sediment Control plan approved by the delegated authority having jurisdiction. All details and specifications shown on this sheet may not apply depending on site conditions and the delegated authority having jurisdiction.

SECTION E: GROUND STABILIZATION

Required Ground Stabilization Timeframes		
Site Area Description	Stabilize within this many calendar days after ceasing land disturbance	Timeframe variations
(a) Perimeter dikes, swales, ditches, and perimeter slopes	7	None
(b) High Quality Water (HQW) Zones	7	None
(c) Slopes steeper than 3:1	7	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed
(d) Slopes 3:1 to 4:1	14	-7 days for slopes greater than 50' in length and with slopes steeper than 4:1 -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed
(e) Areas with slopes flatter than 4:1	14	-7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed unless there is zero slope

Note: After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

GROUND STABILIZATION SPECIFICATION

Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below:

Temporary Stabilization	Permanent Stabilization
<ul style="list-style-type: none"> Temporary grass seed covered with straw or other mulches and tackifiers Hydroseeding Rolled erosion control products with or without temporary grass seed Appropriately applied straw or other mulch Plastic sheeting 	<ul style="list-style-type: none"> Permanent grass seed covered with straw or other mulches and tackifiers Geotextile fabrics such as permanent soil reinforcement matting Hydroseeding Shrubs or other permanent plantings covered with mulch Uniform and evenly distributed ground cover sufficient to restrain erosion Structural methods such as concrete, asphalt or retaining walls Rolled erosion control products with grass seed

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS

- Select flocculants that are appropriate for the soils being exposed during construction, selecting from the NC DWR List of Approved PAMS/Flocculants.
- Apply flocculants at or before the inlets to Erosion and Sediment Control Measures.
- Apply flocculants at the concentrations specified in the NC DWR List of Approved PAMS/Flocculants and in accordance with the manufacturer's instructions.
- Provide ponding area for containment of treated Stormwater before discharging offsite.
- Store flocculants in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures.

EQUIPMENT AND VEHICLE MAINTENANCE

- Maintain vehicles and equipment to prevent discharge of fluids.
- Provide drip pans under any stored equipment.
- Identify leaks and repair as soon as feasible, or remove leaking equipment from the project.
- Collect all spent fluids, store in separate containers and properly dispose as hazardous waste (recycle when possible).
- Remove leaking vehicles and construction equipment from service until the problem has been corrected.
- Bring used fuels, lubricants, coolants, hydraulic fluids and other petroleum products to a recycling or disposal center that handles these materials.

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE

- Never bury or burn waste. Place litter and debris in approved waste containers.
- Provide a sufficient number and size of waste containers (e.g dumpster, trash receptacle) on site to contain construction and domestic wastes.
- Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
- Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.
- Cover waste containers at the end of each workday and before storm events or provide secondary containment. Repair or replace damaged waste containers.
- Anchor all lightweight items in waste containers during times of high winds.
- Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow.
- Dispose waste off-site at an approved disposal facility.
- On business days, clean up and dispose of waste in designated waste containers.

PAINT AND OTHER LIQUID WASTE

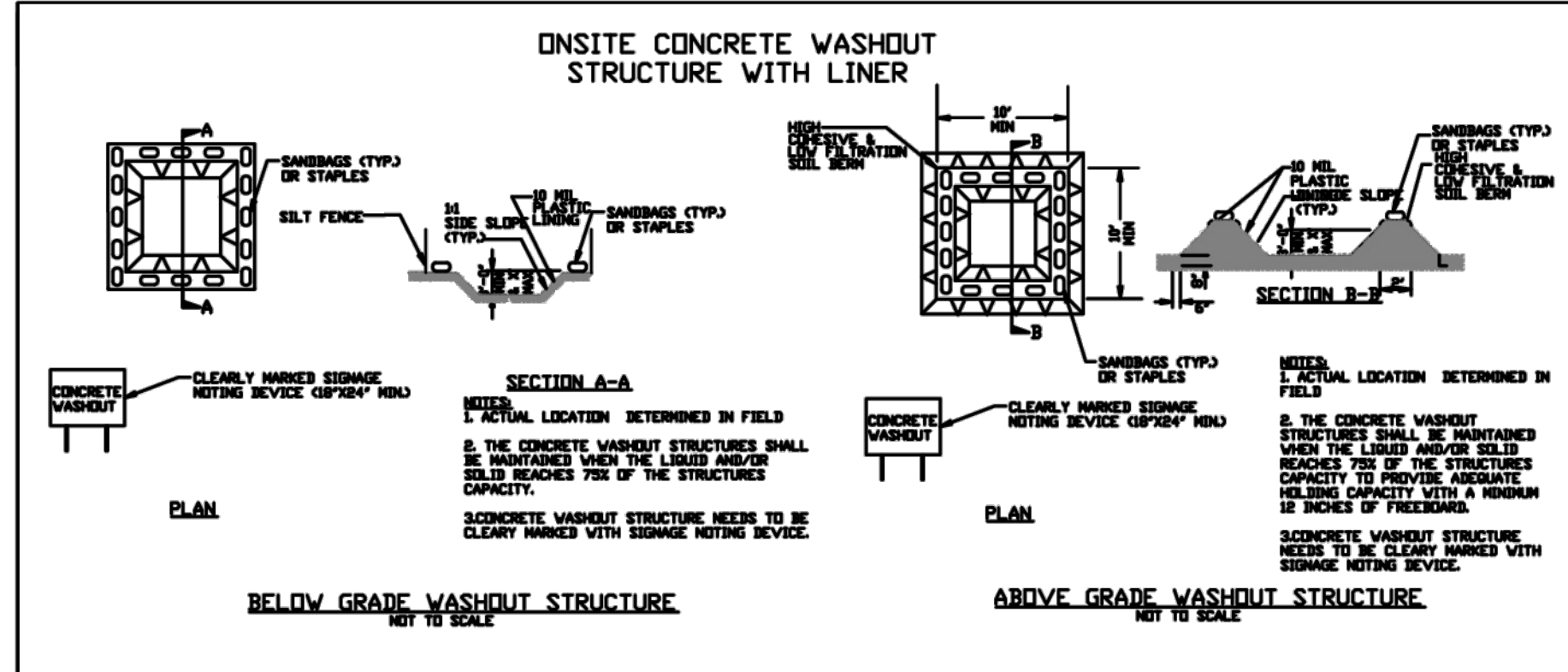
- Do not dump paint and other liquid waste into storm drains, streams or wetlands.
- Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
- Contain liquid wastes in a controlled area.
- Containment must be labeled, sized and placed appropriately for the needs of site.
- Prevent the discharge of soaps, solvents, detergents and other liquid wastes from construction sites.

PORTABLE TOILETS

- Install portable toilets on level ground, at least 50 feet away from storm drains, streams or wetlands unless there is no alternative reasonably available. If 50 foot offset is not attainable, provide relocation of portable toilet behind silt fence or place on a gravel pad and surround with sand bags.
- Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
- Monitor portable toilets for leaking and properly dispose of any leaked material. Utilize a licensed sanitary waste hauler to remove leaking portable toilets and replace with properly operating unit.

EARTHEN STOCKPILE MANAGEMENT

- Show stockpile locations on plans. Locate earthen-material stockpile areas at least 50 feet away from storm drain inlets, sediment basins, perimeter sediment controls and surface waters unless it can be shown no other alternatives are reasonably available.
- Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile.
- Provide stable stone access point when feasible.
- Stabilize stockpile within the timeframes provided on this sheet and in accordance with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical coverage techniques that will restrain accelerated erosion on disturbed soils for temporary or permanent control needs.



CONCRETE WASHOUTS

- Do not discharge concrete or cement slurry from the site.
- Dispose of, or recycle settled, hardened concrete residue in accordance with local and state solid waste regulations and at an approved facility.
- Manage washout from mortar mixers in accordance with the above item and in addition place the mixer and associated materials on impervious barrier and within lot perimeter silt fence.
- Install temporary concrete washouts per local requirements, where applicable. If an alternate method or product is to be used, contact your approval authority for review and approval. If local standard details are not available, use one of the two types of temporary concrete washouts provided on this detail.
- Do not use concrete washouts for dewatering or storing defective curb or sidewalk sections. Stormwater accumulated within the washout may not be pumped into or discharged to the storm drain system or receiving surface waters. Liquid waste must be pumped out and removed from project.
- Locate washouts at least 50 feet from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. At a minimum, install protection of storm drain inlet(s) closest to the washout which could receive spills or overflow.
- Locate washouts in an easily accessible area, on level ground and install a stone entrance pad in front of the washout. Additional controls may be required by the approving authority.
- Install at least one sign directing concrete trucks to the washout within the project limits. Post signage on the washout itself to identify this location.
- Remove leavings from the washout when at approximately 75% capacity to limit overflow events. Replace the tarp, sand bags or other temporary structural components when no longer functional. When utilizing alternative or proprietary products, follow manufacturer's instructions.
- At the completion of the concrete work, remove remaining leavings and dispose of in an approved disposal facility. Fill pit, if applicable, and stabilize any disturbance caused by removal of washout.

HERBICIDES, PESTICIDES AND RODENTICIDES

- Store and apply herbicides, pesticides and rodenticides in accordance with label restrictions.
- Store herbicides, pesticides and rodenticides in their original containers with the label, which lists directions for use, ingredients and first aid steps in case of accidental poisoning.
- Do not store herbicides, pesticides and rodenticides in areas where flooding is possible or where they may spill or leak into wells, stormwater drains, ground water or surface water. If a spill occurs, clean area immediately.
- Do not stockpile these materials onsite.

HAZARDOUS AND TOXIC WASTE

- Create designated hazardous waste collection areas on-site.
- Place hazardous waste containers under cover or in secondary containment.
- Do not store hazardous chemicals, drums or bagged materials directly on the ground.

Bissell Professional Group
3502 North Coxdon Highway
Kitty Hawk, North Carolina 27949
(252) 261-2506
Fax: (252) 261-1760

BISSELL
PROFESSIONAL GROUP
Engineers, Planners, Surveyors
and Environmental Specialists

NCG01 GROUND STABILIZATION,
AND MATERIALS HANDLING NOTES

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COROLLA BOAT CLUB
NORTH CAROLINA
CURRITUCK COUNTY

POPULAR BRANCH TOWNSHIP

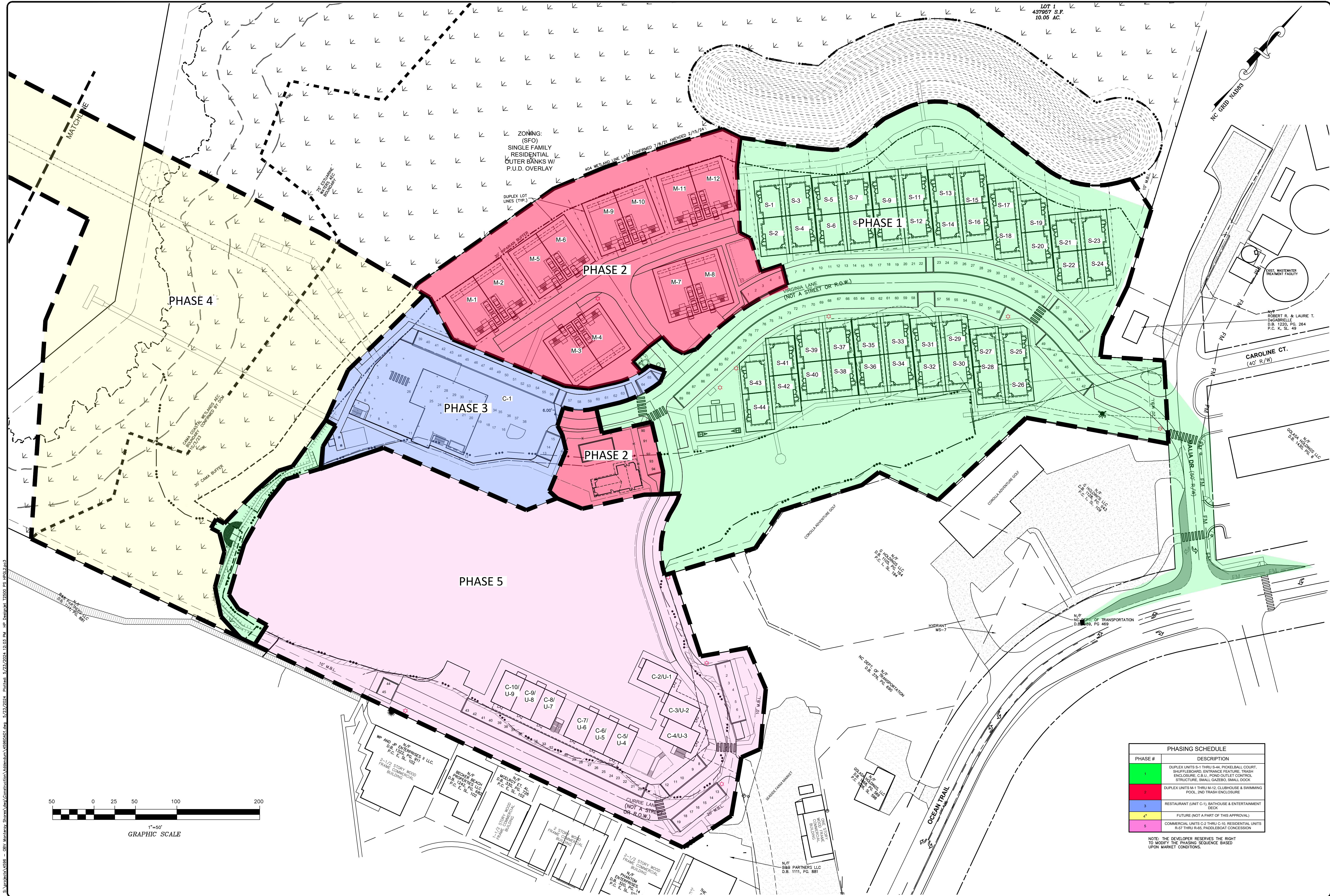
CONSTRUCTION DRAWINGS

NO.	DATE	DESCRIPTION	BY

DATE: 4-22-24 SCALE: AS NOTED
 DESIGNED: BPG CHECKED: MSB
 DRAWN: KFW APPROVED: BPG
 SHEET: 20 OF 21
 CAD FILE: 459600B1
 PROJECT NO: 4596

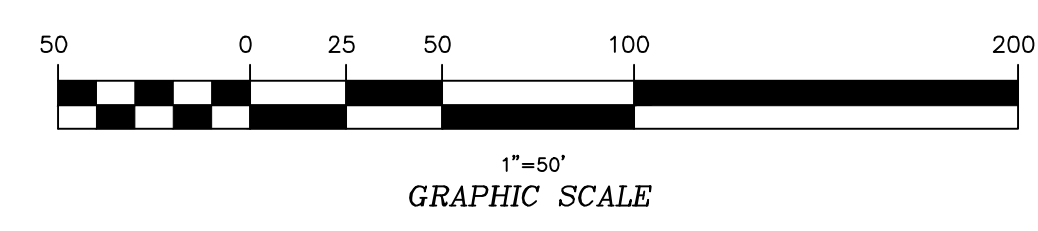
PRELIMINARY
DO NOT USE FOR
CONSTRUCTION

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PHASE #	DESCRIPTION
1	DUPLEX UNITS S-1 THRU S-44, PICKLEBALL COURT, SHUFFLEBOARD, ENTRANCE FEATURE, TRASH ENCLOSURE, G.B.M. POND, OUTLET CONTROL STRUCTURE, SMALL GAZEBO, SMALL DOCK
2	DUPLEX UNITS M-1 THRU M-12, CLUBHOUSE & SWIMMING POOL, 2ND TRASH ENCLOSURE
3	RESTAURANT (UNIT C-1), BATHHOUSE & ENTERTAINMENT DECK
4	FUTURE (NOT A PART OF THIS APPROVAL)
5	COMMERCIAL UNITS C-2 THRU C-10, RESIDENTIAL UNITS R-27 THRU R-65, PROPOSED CONCRESSION

NOTE: THE DEVELOPER RESERVES THE RIGHT TO MODIFY THE PHASING SEQUENCE BASED UPON MARKET CONDITIONS.



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and Environmental Specialists

PHASING PLAN

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COROLLA BOAT CLUB
NORTH CAROLINA
CURRITUCK COUNTY

POPULAR BRANCH TOWNSHIP

NO.	DATE	DESCRIPTION	BY	APP.
1	3/23/24	REVISED		

PRELIMINARY FOR REVIEW PURPOSES ONLY

DATE: 4-22-24 SCALE: 1"=50'
 PREPARED BY: BPG CHECKED BY: MSB
 DRAWN BY: KFW APPROVED BY: BPG
 SHEET: B OF 3
 CAD FILE: 45960AD1
 PROJECT NO: 4596

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ZONING: (SFO)
SINGLE FAMILY
RESIDENTIAL
OUTER BANKS W/
P.U.D. OVERLAY

PHASE 4

PHASE 2

PHASE 1

PHASE 3

PHASE 2

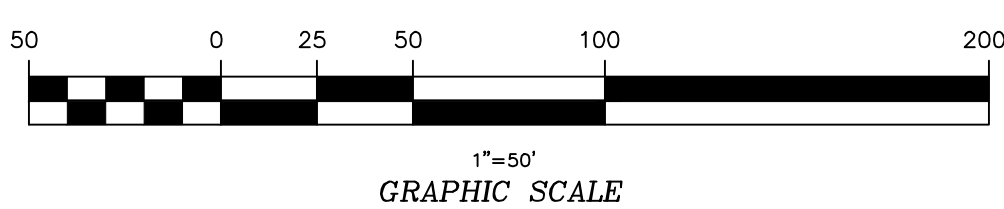
PHASE 5

KEY

ACTIVE OPEN SPACE PROVIDED	[Yellow Box]
----------------------------	--------------

OPEN SPACE CALCULATIONS

TOTAL AREA:	36.194 AC.
CAMA WETLANDS:	9.15 AC.±
NET AREA:	27.044 AC.±
OPEN SPACE REQUIRED: 36.19 AC.X0.35	12.67 AC.
OPEN SPACE PROVIDED:	30.976 AC.
ACTIVE OPEN SPACE REQUIRED: 12.67 AC.X0.35	4.43 AC.
ACTIVE OPEN SPACE PROVIDED:	4.74 AC.



PHASE 1 OPEN SPACE

TOTAL	211,056.86 SF
COVERAGE	108,821.53 SF
OPEN SPACE REQUIRED	73,889.90 SF
OPEN SPACE PROVIDED	102,135.33 SF
ACTIVE OPEN SPACE REQUIRED	25,854.47 SF
ACTIVE OPEN PROVIDED	52,518.56 SF

PHASE 3 OPEN SPACE

TOTAL	46,658.66 SF
COVERAGE	27,513.29 SF
OPEN SPACE REQUIRED	18,330.53 SF
OPEN SPACE PROVIDED	19,143.37 SF
ACTIVE OPEN SPACE REQUIRED	5,715.66 SF
ACTIVE OPEN PROVIDED	12,214.73 SF

PHASE 2 OPEN SPACE

TOTAL	91,905.57 SF
COVERAGE	49,711.34 SF
OPEN SPACE REQUIRED	32,611.96 SF
OPEN SPACE PROVIDED	42,794.23 SF
ACTIVE OPEN SPACE REQUIRED	11,258.43 SF
ACTIVE OPEN PROVIDED	13,184.98 SF

PHASE 5 OPEN SPACE

TOTAL	180,832.47 SF
COVERAGE	98,835.66 SF
OPEN SPACE REQUIRED	63,291.37 SF
OPEN SPACE PROVIDED	140,996.81 SF
ACTIVE OPEN SPACE REQUIRED	22,151.98 SF
ACTIVE OPEN PROVIDED	119,856.57 SF

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BLISSSELL
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DEVELOPMENT OVERVIEW
ACTIVE OPEN SPACE

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COROLLA BOAT CLUB
POPULAR BRANCH TOWNSHIP CURRITUCK COUNTY NORTH CAROLINA
SITE PLAN

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHK.
1	3/23/24	INC. COMMENTS		

PRELIMINARY FOR REVIEW PURPOSES ONLY

DATE: 4-22-24 SCALE: 1"=50'
DESIGNED: BPG CHECKED: MSB
DRAWN: KFW APPROVED: BPG
SHEET: C OF 3
CAD FILE: 45960AD1
PROJECT NO: 4596

**Corolla Boat Club Subdivision
Declaration
of Covenants, Conditions
and Restrictions**

**Corolla Boat Club LLC, Declarant
1099 Ocean Trail P.O. Box 549
Corolla, North Carolina 27927**

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DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF COROLLA YACHT BOAT CLUB COMMUNITY ASSOCIATION

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			Sec. 3 Enforcement
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			Sec. 5 Severability
Article IV	The Property		Sec. 6 Authorized Action
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**COROLLA BOAT CLUB
SUBDIVISION DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this _____ day of _____, 2022 by Corolla Boat Club LLC a North Carolina Limited Liability Corporation, hereinafter referred to as "Declarant"; is recorded to create The Corolla Boat Club and the associated membership types and relationships therein..

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in a map or plat titled Corolla Boat Club Phase I by Bissell Professional Group Engineering & Surveying, Inc. dated xxxxx, 2023 and recorded in Plat Cabinet B Slide 67-70 & 75, Currituck County Registry and desires to create thereon an exclusive residential community and Yacht Club to be named Corolla Yacht and Boat Club; with permanent open spaces, Docks, Boat Slips, Clubhouse, walkways, streets, and other facilities for the benefit of the said community through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all residents of Corolla Yacht and Boat Club; and

WHEREAS, Declarant desires to insure the attractiveness of the individual lots and community facilities within Corolla Boat Club; and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of the said open spaces, walkways, streets, docks, slips, and other community facilities; and, to this end, desires to subject the real property known as Corolla Yacht and Boat Club together with such additions as may hereafter be made thereto (as provided in Article IV, Section 2) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Corolla Boat and Yacht Club and to insure the residents' enjoyment of the specific rights, privileges and easements in the community properties and facilities, to create an organization to which should be delegated and assigned the powers of owning common property, maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of North Carolina, a non-profit corporation, Corolla Boat Club, Inc., for the purpose of exercising the functions aforesaid within Corolla Boat Club.

NOW, THEREFORE, the Declarant declares that the real property and such additions thereto as may hereafter be made, pursuant to Article IV, Section 1 and 2 hereof, is and shall be held, transferred, sold, conveyed and occupied, subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the real property, by whomsoever owned, and be binding on all parties thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

The following words, arranged alphabetically, are terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- (a) "**ARB**" shall mean Architectural Review Board.
- (b) "**Association**" shall mean and refer to Corolla Boat Club, Inc., a North Carolina non-profit corporation, its successors and assigns.
- (c) "**Common Property**" shall mean and refer to those tracts of land with or without improvements thereon which are deeded or leased to the Club and designated in said deed or lease as "Common Properties". The term "Common Properties" shall also include any personal property acquired by the Club if said property is designated a "Common Property". All Common Properties are to be devoted to and are intended for the common use and enjoyment of the Company, Owners, Members, Residents, and their guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association, provided, however, that any lands which are leased by the Club for use as Common Property shall lose their character as Common Properties upon the expiration of such Lease.
- (d) "**Company**" and "**Declarant**" shall mean Outer Banks Ventures, Inc. and its successors and assigns.
- (e) "**Covenants**" shall mean the Corolla Boat Club Subdivision Declaration of Covenants, Conditions and Restrictions.
- (f) "**Development**" shall mean and refer to the lands on the COROLLA BOAT CLUB in Currituck County, North Carolina, which are shown as a part of the COROLLA BOAT CLUB on the Company's Master Land Use Plan as approved by Currituck County and as revised from time to time.
- (g) "**Family Dwelling Unit**" shall mean and refer to any improved property intended for use as a single family dwelling, including without limitation any single family detached dwelling, condominium unit, townhouse unit, cooperative apartment unit, or apartment unit located within the Properties. The owner of a Family Dwelling Unit shall be a Class B member of the Association, entitled to one vote for each Family Dwelling Unit owned.

(h) **"Hotel"** shall mean a multi-unit structure for rental of rooms or suites to the public.

(i) **"Intended for Use"** shall mean the use intended for various parcels within the Properties as shown on the Master Plan of the Development prepared by the Company as the same may be revised from time to time by the Company, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Company has conveyed the property.

(j) **"Master Plan"** (referred to as "sketch plan" in Currituck County PUD Ordinances) shall mean and refer to the drawing which represents the Master Land Use plan for the future development of the Properties. Since the concept of the future development of the Properties is subject to continuing revision and change by the Company, present and future references to the "Master Plan" shall be references to the latest revision thereof, upon approval.

(k) **"Member"** shall mean and refer to all those Owners or Corolla Boat Club Membership Purchasers who are Members of the Club as defined in Article V.

(l) **"Of Record"** shall mean recorded in the Register of Deeds of Currituck County, North Carolina.

(m) **"Owner"** shall mean and refer to the Owner as shown by the real estate records of Currituck County whether it be one or more persons, firms, associations, corporation, or other legal entities, of fee simple title to any Residential Lot, Townhome or Condominium Lot, or unimproved site situated in the Properties.

(n) The **"Properties"** shall mean and refer to the Existing Property described in Article IV Section 1 hereof, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article IV Section 2 hereof.

(o) **"Recreational Vehicle"** shall mean any non-passenger vehicle or camper shell or any vehicle licensed as a recreational vehicle, motor coach, house trailer or the like.

(p) **"Referendum"** shall mean and refer to the power of all or some specific portion of the Members to vote by mailed ballots on certain actions by the Board of Directors of the Club more particularly set forth in Article V, Section 6 herein.

(q) **"Resident"** shall mean and refer to each owner and/or lessee of the Dwelling Unit who resides in the Development at least nine (9) months each year.

(r) **"Residential Lot"** shall mean any unimproved parcel of land located within the Properties which is intended for use as a site for a single family detached dwelling and which meets the requirements set forth in Article VII, Section 3(b) herein. Owners of such lots shall be Type A members of the Association.

(s) **"Unplatted Lands"** shall mean any unimproved parcel of land which has been subjected to this Declaration or any supplemental declaration under the provisions of Article IV hereof which has not been subdivided and placed Of Record. Owners of such land shall be Type E members of the Association. Further, upon the granting of preliminary plat approval by Currituck County and the commencement of site work, owners of such parcels shall become Type C members of the Association. Upon final plat approval and occupancy of a townhome, condominium, apartment or like unit, owners of such property shall become a Type B member of the Association.

ARTICLE II COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO PROPERTIES IN COROLLA BOAT CLUB

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a residential and resort community which is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and location of dwellings and other structures makes it possible to take full advantage of the individual characteristics of each lot. For this reason, such standards are established hereby in this Article II and in Article IX.

1. No building, fence or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any property in the Development until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), landscape plan, and construction schedule shall have been approved in writing by the Architectural Review Board (ARB) as set out in Article IX. Refusal of approval of plans, location or specification may be based by the ARB upon reasonable grounds including aesthetic conditions, which in the discretion of the ARB shall be deemed sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the ARB. Two (2) copies of all plans and related data shall be furnished to the ARB for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the ARB of written request for approval, the provisions of this paragraph shall be thereby waived.

2. No plans will be approved for a proposed dwelling unit unless it has the minimum required square footage of heated dwelling area. Such minimum requirements of each lot are specified in the Architectural Standards of the Development contained in Article IX. The term "heated dwelling area" as used in these minimum size requirements shall mean that total heated area within a dwelling unit; provided, however, that such term does not include garages, terraces, decks, open or screen porches, and the like; provided further, that shed-type porches, even though attached to the dwelling structure, are specifically excluded from the definition of the aforesaid term "heated dwelling area".

3. In order to protect the natural beauty of the vegetation and topography of the shoreline and marsh edges located through the Property, and to prevent wind and water erosion, written approval of the Club or its management is hereby required for the removal, reducing, cutting down, excavation or alteration of topographic and vegetation characteristics. Written approval will be granted for the minimum amount of each movement required in plans and specifications approved pursuant to the provisions of paragraph 1 of this Article II, and the appropriate governmental agency.

4. The exterior of all buildings and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or the builder due to strikes, fires, national emergency or natural calamities.
5. On each Duplex Residential Lot, no structure other than one (1) Duplex Dwelling is permitted which may include a detached private garage. Such garage may not be constructed prior to the construction of the main building. A guest suite or like facility may be included as part of the main dwelling or garage.
6. Regardless of any provision in these documents to the contrary, the Company shall have all easements necessary to erect and maintain signage for sales and rental purposes on company owned lots, as deemed necessary by the Company. The Company shall also have the right to maintain on any lot models or sales offices as it shall deem necessary. These rights shall extinguish only upon the sale of the last lot or unit owned by the Company.
7. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on their property which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area in the sole judgment of the Architectural Review Board. The Architectural Board shall have the power to repair such violations after ten days notice to the property owner and such action shall be at the cost of the owner thereby noticed as being in violation.
8. No noxious or offensive activity shall be carried on upon any Club property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owner's thereof in the sole judgment of the Architectural Review Board.
9. In order to implement effective insect, reptile and woods fire control, the Club or its agents have the right to enter upon any property. Such entry may be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, which in the opinion of the Club or its agents detracts from the overall beauty, setting and safety of the Property. The cost of this vegetation control shall be paid by the Owner of the property. Such entrance shall not be deemed a trespass. The Club or its agents may likewise enter upon such land to remove any trash which has collected on such property without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company or the Association, to mow, clear, cut or prune any property nor to provide garbage or trash removal services. Whenever the Club is permitted by these Covenants to correct, maintain, repair, clean, preserve, clear out or do any action on the property of any Owner or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.
10. Owners shall notify the Club of pending sale of property and upon such sale notify the Club of the name and address of the new Owner.
11. No signs whatsoever shall be erected, attached to or maintained on any residential property by anyone including, but not limited to, the Owner, a realtor or rental agent, or any of their agents and employees, except with the written permission of the Club or except as may be required by legal proceedings or except as stated in this paragraph, it being understood that the Club will not grant permission for any sign unless its erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Club reserves the right to restrict the size, color and content of such signs. The Club will permit, upon written application to the Architectural Review Board (ARB), not more than one each for any residential property, property identification and "For Rent" signs each of which does not exceed a total of more than two (2) square feet, provided, however, that said signs must be approved by the ARB as to size, color and content. (See Article IX for construction signs.) Signs of appropriate size and content are permitted on commercial property subject to ARB approval. Such approval shall not be unreasonably withheld.
12. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and across a ten (10) foot width bordering each property line to erect, maintain and use poles, wires, cables, conduits, irrigation pipes, HVAC pipes, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, community antenna television service, gas, sewer, water or other public conveniences or utilities on, in or over those portions of each property as may be reasonably required for utility line purposes, provided however, that no such utility easement shall be applicable to any portion of such property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these Covenants by the Company, or (b) such portion of the property as may be designated as the site for building on a plot plan for erection of a building which has been filed with the Company and which has been approved in writing by the Company. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economically and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company nor of the Club to provide or maintain any such utility or service.
13. Installation of satellite (or similar) dishes must be approved in advance by the Architectural Review Board. Such dishes must not exceed 18" in diameter, must be painted if paintable, and must be located under the roofline on the SW corner of the house, or if appropriate, may be located with the HVAC unit but, in every case, must be screened from view. No television antenna, radio receiver or sender or other similar device, other than a satellite dish, shall be attached to or installed on the exterior portion of any Dwelling Unit or on any Property within the Development without the prior permission of the Architectural Review Board in writing. The provisions of this paragraph shall not apply to the Company and/or the Club for the installation of equipment necessary for a master antenna system, CATV and mobile radio system or other similar systems within the Property.
14. No structure of a temporary character shall be placed upon any property at any time without the written permission of the Architectural Review Board (ARB). It being clearly understood that these temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a property by contractor shall be subject to reasonable aesthetic control by the ARB.
15. No trailer, utility trailer, tent, barn, treehouse or other similar outbuilding or structure shall be placed on any property at any time, either temporarily or permanently; storage of boat trailers and campers are permitted only on the overflow lot designated for this and only with written authorization for such storage. Large recreational vehicles and all boats are subject to the rules and

regulations of the Association. All screening for same shall require the approval of the Architectural Review Board. Golf Carts and non-licensed Vehicles within Corolla Boat and Yacht Club must be insured and driven by licensed drivers at all times. Golf carts, scooters, electric devices and segways are not allowed unless above criteria is met. The only exception will be for handicap vehicles and handicap devices.

16. Each Owner is provided a screened area not generally visible from the road for the storage of garbage receptacles and fuel tanks or similar storage receptacles. Plans for changing such fence delineating the size, design, texture, appearance and location must be approved by the Architectural Review Board prior to construction.

17. No private water wells may be drilled or maintained on any lot without the written permission of the declarant or its assigns.

18. No trees measuring two (2) inches or more in diameter at a point three (3) feet above ground level may be removed without the written approval of the Architectural Review Board.

19. No Residential Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any Lot or Lots shown on the plat of any said subdivision in order to create a modified building Lot or Lots; and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkway, rights of way, roads, bridges, parks, recreational facilities, and other amenities to conform to the new boundaries of said replatted Lots.

20. The Company and thereafter the Club expressly reserves to itself, its agents or assigns, any other provisions in this Declaration notwithstanding the right to build walkways, buildings, bridges, docks, boat slips, or other improvement, and/or any fixed spans across any or all natural or man-made canals, creeks or the lake in the property. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Company and/or the Club to provide or construct any walkway, bridge or fixed span unless such walkway, bridge, or fixed span shall be shown and specifically designated on the plat of Record of the subdivision or section of Lots referred to and incorporated in the deed of conveyance to the grantee Owner asserting such affirmative obligation to the grantor Company.

21. Any Owner who constructs a single-family dwelling located on two or more contiguous lots or who combines family dwelling units on contiguous lots into one single family dwelling, shall be treated as though the family dwelling unit is one for purposes of assessment and voting rights. Such treatment must have the written approval of the Association; such approval shall not be unreasonably withheld.

22. Parking of motor vehicles and bikes scooters and similar conveyances is prohibited on the rights of way of all streets within the Development with the exception of specifically designated parking lots and parking places as may be part of a particular phase of the Development. Further, all required parking for any single-family dwelling shall be located on the property on which the structure is located and shall be sufficient for all Owners, tenants and guests as required by Currituck County. Specifically, there shall be at least one paved or stoned parking space on each Property for each bedroom in the structure. Bedroom, for this purpose, is defined to mean any room that may be used to increase the number of occupants that the structure may accommodate.

23. No fences may be constructed between single story dwellings.

ARTICLE III VIOLATIONS OF COVENANTS

In the event of a violation or breach of any of the restrictions contained herein by any Owner, or agent of such Owner, the Owners of property in the neighborhood or subdivision, the declarant hereto, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Club shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Club shall have the right, whenever there shall have been built on any property in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the Owner. Any persons entitled to file a legal action for the violation of these Covenants shall be entitled to recover reasonable attorney's fees as permitted by law as a part of such action. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of these Covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

ARTICLE IV THE PROPERTY

Section 1. Existing Property. The Real Property which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these Covenants is described as follows:

All those certain Tracts, Parcels, Lots and Phases as described, shown and depicted on those certain maps or plats of Corolla Boat Club as recorded in the Currituck Registry and heretofore made subject to these Covenants by a Supplemental Declarations of Covenants, Conditions and Restrictions and identified as follows:

 Date Phase Supplemental Declarations Map or Plat

All of the Real Property hereinabove described shall sometimes be referred to herein as the "Existing Property". The Company intends to develop the existing property in accordance with a Master Plan prepared by the company Planning Department. The Company reserves the right to review and modify the Master Plan at its sole option from time to time based upon its continuing research and design program. The Master Plan shall not bind the Company, its successors and assigns to adhere to the Master Plan in the Development of the land shown thereon. Subject to its right to modify the Master Plan as stated herein, the Company shall convey

to the Club properties designated for such conveyance in its periodically revised Master Plan hereafter designated by the Company, and, in addition, may at its option convey to the Club as provided in Article VI those parcels of land designated on the Master Plan as properties which may be transferred to the Association, as, in the reasonable exercise of its discretion, it so chooses without regard to the relative location of such portions or sections within the overall plan. Once conveyed to the Club these properties shall become Common Properties. The Company shall not be required to follow any predetermined sequence or order of improvements and

development; and it may bring within the plan of these Covenants additional lands, and develop the same before completing the development of the Existing Property. Other than as stated in this paragraph, the Company shall have full power to add to, subtract from or make changes in the Master Plan regardless of the fact that such actions may alter the relative maximum potential voting strength of the various types of membership of the Association.

Section 2. Additions to Existing Property. Additional lands may become subject to, but not limited to, this Declaration in the following manner:

(a) Additions. During the period of development, which shall by definition extend to January 1, 2042, the Company, its successors and assigns, shall have the exclusive right, without further consent of the Club to bring within the plan and operation of this Declaration any property which is contiguous or nearly contiguous to the Properties. Subsequent to December 31, 2042, the Company's right to do so, without consent of the Association, shall continue, but also the Club, upon approval by a referendum of the membership, shall have the right to bring within the plan and operation of this Declaration any property which is contiguous or nearly contiguous to the properties. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under this and the succeeding subsection, shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the Covenants and Restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complimentary additions and/or modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Company or, if applicable, the Association, to reflect the different character, if any, of the added property and as are not inconsistent with the Plan of this Declaration, but such modifications shall have no effect on the Property described in Article IV, Section 1.

(b) Mergers. Upon merger or consolidation of the Club with another association, as provided for in the By-Laws of the Club, its property rights and obligations may, by instrument of transfer or operation of law, be transferred to another surviving or consolidated Club or Association, or in the alternative, the properties, rights, and obligations of any other such Club or Club may, by instrument of transfer or operation of law, be added to the properties of the Club as a surviving entity pursuant to a merger. The surviving or consolidated Entity may administer the existing property, together with the Covenants and Restrictions established upon any other properties, as one plan. No merger or consolidation shall affect any revocation, change, or addition to the Covenants established by this Declaration within the Existing Property, including, without limitation, the assessments and dues of the Association, or any other matter substantially affecting the interests of Members of the Association.

(c) Additional lands which become subject to this Declaration under the provisions of this Section 2 may in the future be referred to as part of the Development.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of Property subjected to this Declaration shall be a Member of the Association. The Company and its Officers and designees shall be Members of the Association. Purchased Memberships shall also create a Membership in the Club.

Section 2. Voting Rights. The Club shall have five types of regular voting memberships as follows:

TYPE A: Type A Members shall be all Owners (including the Company) of Duplex Residential Lots. An Owner of a Duplex Residential Lot shall be entitled to one vote for each Residential Lot owned.

TYPE B. Type B Members shall be all Owners of an Annual Membership (including the Company). An Owner of a Annual Membership shall be entitled to one vote for each Annual Membership unit owned.

TYPE C: Type C Members shall be all those Owners (including the Company), of a Purchased Membership, either Annual or Permanent.

TYPE D: Type D Members shall be all those Owners (including the Company) of a Boat Slip. A Type D Member shall be entitled to one-fourth vote for each Boat slip owned, it being deemed that for the purposes of voting four boat slips is equivalent to one family dwelling unit. Fractional votes may be cast.

TYPE E: Type E Members shall include the Immediate Family of a member. who shall have rights of membership subject to the Rules and restrictions and these covenants, A Type E Member shall be entitled to one vote for each Family Member in Good Standing, or one vote for each unsold Purchased Membership up to the Total approved Membership as it is modified herein from time to time. The initial total Membership shall be 200 total Members including each owner of the real property. In computing the number of votes to which a Type E Member shall be entitled, the amount of the acreage shall be rounded to the nearest whole acre, with one-half and above being equivalent to a whole acre. Each unpurchased Club Membership shall be entitled to vote as a member.

Payment of special assessments shall not entitle Type A, B, C, D and E Members to additional votes.

Cumulative voting shall not be permitted.

The Company may, but shall not be required to, subsidize the Club in its preliminary years. In the event the Company pays to the Club a subsidy in excess of the normal assessment required of the Company, the Company shall be entitled to additional votes equal to 1 vote for each \$500.00, of the amount of the subsidy paid, to be rounded to the nearest \$500.00 in computing the number of votes acquired.

When any property entitling the Owner to membership as a Type A, B, C, D or E Member of the Club is owned of Record in the name of two or more persons or entities, whether fiduciaries, or in any manner of joint or common ownership, their acts with respect to voting shall have the following effect:

All votes shall be cast as a unit and may not be divided within a unit. Ownership of more than one unit may entitle the owner, including the Company, to cast the votes in any manner desired so long as each unit is cast as a whole.

Section 3. Governance. The Club shall be governed by a Board of Directors consisting of up to Five (5) persons. Directors must be Members of the Club.

Section 4. Election of the Board of Directors.

(a) Each member of Types A, B, C, D and E Membership classes shall be entitled to a number of votes based on the ownership of one or more of the various classifications of property as computed by the formula set out hereinabove in Section 2 hereof.

(b) The Directors shall be elected by the Members of the Club as a whole without regard to type.

(c) Election of Directors may be conducted by mail ballot if the Board of Directors so determines.

Section 5. Company Right of Veto in Certain Instance. Until January 1, 2042, the Company reserves the right of veto of any action taken by the Club Board of Directors to further open membership in the Club or otherwise allow use of Club Facilities to outsiders or persons not otherwise qualified for membership or right of amenity use under this Declaration. After December 31, 2052, upon approval by the membership in a referendum, the Club may increase membership in the Club or otherwise allow use of development amenities to outsiders or persons not otherwise qualified for membership or right of amenity use under this Declaration.

Section 6. Members to Have Power of Referendum in Certain Instances. Where specifically provided for herein, the Members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Club by Referendum including, without limitation the addition or deletion of functions or services which the Club is authorized to perform. In the event fifty one (51%) percent, or more, of the votes actually returned to the Club within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefore. The Members may require a referendum on any action of the Board of Directors by presenting to the Secretary of the Board, within thirty (30) days of the taking of such action or ratification by the Board of its intent to take such action, a petition signed by not less than twenty-five (25%) percent of the Members.

**ARTICLE VI
PROPERTY RIGHTS IN THE COMMON PROPERTIES**

Section 1. Members' Easements of Enjoyment in Common Properties. Subject to the provisions of these Covenants, the rules and regulations of the Club and any fees or charges established by the Club, every Type A, B, C, D and E Member and every guest and tenant of such Type A, B, C, D, and E Member shall have a right of easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential Lot, Family Dwelling Unit, Unplatted lands, and established rather sold or unsold Membership.

The Club shall have the right to establish guest and user fees as it deems necessary to operate the Common Properties. This shall include the right to establish fees for persons other than owners to allow such persons use of the Common Properties. The Club may also establish user fees for tenants or lessees of less than nine (9) months. User fees for hotel /motel guests will be calculated on the basis of a daily charge per registered hotel/motel guest. Recognizing that family dwelling units are rented in their entirety while hotel/motel rooms are rented individually, the daily fee per registered hotel/motel guest shall be the same as the daily fee charged for one occupant of a family dwelling unit.

Employees of the Company, its assigns, affiliates and successors shall have access to and enjoyment of the Common Properties subject to rules and regulations and user fees established by the Board of Directors.

A Members' spouse and children who reside with such Member in the Development shall have the same easement of enjoyment thereunder as a Member.

In those instances where a lot or family dwelling unit or other property in the Development is owned or occupied as a tenancy by three (3) or more persons (who do not have the relationship of spouse, parent or child one to the other) or by a corporation, such joint owners and corporations shall annually appoint one (1) person as the "Primary Member" who shall receive all official mailings of the Association..

The number of users of the Development amenities cannot, at any time, exceed the ARB approved nor the advertised sleeping capacity of the dwelling they occupy.

Section 2. Title to Common Properties. The Company may convey to the Association, at no cost to the Association, by deed or lease appropriate to irrevocably convey to the Club the entire beneficial use those parcels of land and facilities described in Section 4 of this Article VI hereof, after the Company has completed improvements thereon, if such be required, such that the facility is functionally complete. The Association, upon such conveyance, shall immediately become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Association's Board of Directors subject to the Declaration of Covenants, Conditions and Restrictions applicable to all property in the Development. Prior to January 1, 2000, the Company shall deed or lease to the Club all completed amenities intended as Common Properties, including those amenities identified in the July 30, 1994 lease between the Company and the Club (incorporated herein by reference), within Corolla Yacht and Boat Club within sixty (60) days of completion. If not previously conveyed by deed to the Association, all completed amenities intended as Common Properties within Corolla Boat Club shall be deeded by the Company, its successors or assigns, to the Club no later than January 1, 2000. It is the purpose of this provision to provide that the Club shall be responsible for all maintenance of Common Properties upon which all improvements made by the Company have been completed.

Natural areas, trail areas, etc., intended to become Common Properties shall be conveyed in large or small parcels from time to time after the Company has completed the surveying and platting of all adjacent subdivisions for Residential Lots, Multiple Family

Tracts and Commercial Sites which may abut such natural areas, trail areas, etc. The Company covenants for itself, its successors and assigns, that it shall convey by deed to the Club all such properties within two (2) years of notification to the Association, in writing,

of its intent to convey such properties, provided, however, that in the case of Common Properties upon which improvements are required to be made by the Company, such notification of "intent to convey" shall not be deemed to be made until such time as the improvements have been completed such that the facility is functionally complete. Such notification will not normally show metes and bounds and, in any event the metes and bounds as shown on plat and deed Of Record to the Club shall govern. All said parcels of land may be conveyed to the Club subject to:

(1) All restrictive Covenants Of Record at the time of conveyance; and

(2) Marketable Title

(3) The obligation to make payments of principal and interest in accordance with their due dates on all mortgages affecting property conveyed to the Club shall continue to be the sole obligation of the Company or any Affiliate of the Company as the case may be. Notwithstanding anything in the foregoing to the contrary, the Company shall not be required to convey the above referred to parcels where such conveyance would be prohibited under agreements existing on the date hereof but, in such case, shall be allowed to postpone such conveyance, without penalty, until such time as said prohibition may be nullified.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its By-laws, to borrow money from the Company or any lender for the purpose of improving and/or maintaining the Common Properties and providing services authorized herein and in aide thereof to mortgage said properties; and

(b) The right of the Club to take such steps as are reasonably necessary to protect the above-described properties against foreclosures; and

(c) The right of the Association, to suspend the rights and easements of enjoyment of any Member or Tenant or guest of any Member for any period during which the payment of any assessment against property owned by such Member remains delinquent, and for any period not exceeding ninety (90) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules of the Club shall not constitute a waiver or discharge of the Member's obligation to pay the assessment, and provided that the Club shall not suspend the right to use any roads belonging to the Club subject to the Rules, regulations and fees, if any, established by the Club for such use.

(d) The right of the Club to charge reasonable admission and other fees for the use of the Common Properties and any facilities included therein.

(e) The right of the Company to reserve, in addition to all other easements reserved by the Company, in all Common Properties, perpetual easements for installation and maintenance of general utilities and drainage and the right of the Company to subject said property to any other compatible use which in the sole opinion of the Company is necessary for the harmonious development of the perpetual easements of ingress and egress on and over the roadways to Members and Employees of any facility located within the properties and to Guests and Employees of any Inn or Hotel which may be located within the properties.

(f) The right of the Company or the Club by its Board of Directors to dedicate or transfer to any public or private utility, utility or drainage easements on any part of the Common Properties.

(g) The right of the Club to give or sell all or any part of the Common Properties and subject to the Planned Unit Development approved by the appropriate governmental authority including leasehold interest, to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfers and terminations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established in its By-Laws, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Club at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Club and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership.

(h) The rights of reversion to the Lessor of any Common Properties leased by the Club upon expiration of the lease.

Section 4. Conveyance to the Association. The Company may convey to the Association, by deed or lease the full beneficial use of those properties designated on the Company's Master Plan as "Common Properties". Such conveyance shall be subject to all the restrictions and limitations of the various Articles of this Declaration, and any other restrictions and limitations of record.

ARTICLE VII COVENANTS FOR ASSESSMENTS

Section 1. Creation of Liens and Personal Obligations of Assessments. Except as stated in Section 3 herein, the Company covenants, and each Owner of any Residential Lot, Family Dwelling Unit, Unplatted lands for which the County of Currituck has granted preliminary plat approval and on-site work has commenced, Hotel, or Unplatted Lands or Sites, whether or not it shall be so expressed, agrees to all the terms and provisions of this Declaration, agrees and covenants to pay to the Association: (1) Annual assessments for charges; and (2) Special assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof as hereinafter provided including late charges as may be established by the Board, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the

case of co-ownership, all of such co-owners shall be jointly and severally and individually liable for the entire amount of the assessment.

Section 2. Purpose of Assessments

(a) The annual assessments levied by the Club shall be used exclusively for the improvement, maintenance, enhancement, enlargement and operation of the Club and Common Properties, including exterior grounds and to provide services which the Club is authorized to provide.

(b) Special Assessments may be levied by the Club in proportion to Member's voting rights, in addition to the annual regular assessments, for the following purposes:

- (1) Budget shortfall;
- (2) Construction, repair or replacement of capital improvements upon the Common Properties including the necessary fixtures and personal property related thereto;
- (3) Additions to the Common Properties;
- (4) To provide for the necessary facilities and equipment to offer the services authorized herein; and
- (5) To repay any loan made to the Club to enable it to perform the duties and functions authorized herein.

Section 3. Duties of the Board of Directors. The Board of Directors of the Club shall fix the amount of the assessment against each Membership Type, and shall at the time direct the preparation of an index of the properties and assessments applicable thereto which shall be open to inspection by any Member. Written notice of assessment shall thereupon be sent to every Member subject thereto.

(a) The Club shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an Officer of the Club, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

(b) Property shall not be classified for purposes of these Covenants and these Annual and Special Assessments as a Residential Lot, until the date the last of the following have occurred:

- (1) Placing to Record a plat showing such Residential Lot;
- (2) Approval by the appropriate governmental authority to permit such Residential Lot to be offered for sale;
- (3) The lot has been conveyed by the Company to a purchaser:

(c) The annual assessment on Residential lots (Type A members) and Unplatted lands for which the County of Currituck has granted preliminary plat approval and on-site work has commenced and Unplatted lands or Sites (Type C and E members) shall be billed quarterly commencing on the first day of January of each year. Family dwelling units and Hotels (Type B and D members) shall be billed in two installments as determined by the Board of Directors of the Association. All assessment bills shall be due and payable within thirty (30) days after the date of mailing of same.

(d) The Owner of any assessable property which changes from one category to another during an assessment year shall be billed an additional amount for the remaining portion of the year to reflect the category change.

(e) For purposes of these assessments and voting rights hereunder, a property will be classed as "Unimproved Residential Lot" or "Unplatted Lands for which the County of Currituck has granted preliminary plat approval and on-site work has commenced," or "Unplatted Lands or Sites", whichever is appropriate according to Article V, Section 2, and not as a Family Dwelling Unit or other improved property until a unit thereon has been completed and is ready for occupancy. Assessment at the improved property rate shall be prorated for the remainder of the full quarters of a year and billed on the first day of the next quarter.

(f) All assessments charged by the Club shall be rounded off to the nearest dollar.

(g) For the purpose of establishing equivalent assessments, one acre of Unplatted Lands or Sites, rounded to the nearest whole acre (with one-half acre being rounded up to the nearest whole acre) shall be equivalent to one residential lot. Each four rental rooms or suites in a Hotel or similar rental structure, shall be equivalent to one Family Dwelling unit. All lands which are subject to use for well sites, sewage treatment and disposal, and Corolla Yacht and Boat Club utilities, and all common areas, are not subject to, and therefore, are excluded from, assessments for so long as said lands continue to be designated for such purposes by the Company or its successors and assigns.

Section 4. Annual Budget. The Board of Directors shall prepare and make available to all Members prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year and the amount of the annual assessment for each class of membership. The financial books of the Club shall be available for inspection by all Members at all reasonable times.

Section 5. Reserve Funds. The Club may establish reserve funds from its regular annual assessments to be held in reserve in an interest-drawing account or in investments as a reserve for (1) major rehabilitation or major repairs, (b) for emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss, (c) recurring periodic maintenance or replacement, and (d) initial costs of any new service to be performed by the Association.

Section 6. Date of Commencement of Annual Assessments. Persons becoming members subsequent to January 1 of each year shall pay assessments prorated as of the date of initial membership.

Section 7. Effect of Non-Payment of Assessment: Remedies of the Association. If the assessment is not paid on or before the past due date specified in Section 3 (c) hereof, then such assessment shall become delinquent and shall (together with additional assessments of late charges, interest thereon at the maximum annual rate permitted by law from the due date, and cost of collection

thereof as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, and further, shall be a personal obligation of the then Owner, the heirs, devisees, personal representative, tenants, and assigns. Delinquent accounts shall be collected by the procedures stated in the By-Laws.

Section 8. Exempt Property. The following property, individuals, partnerships, corporations, or other entities, subject to this Declaration shall be exempted from the assessment, charge and lien created herein for so long as said properties either continue to be designated for or actually used for purposes hereinafter stated.

(a) The grantee in conveyances of utility easements:

(b) All Common Properties as defined in Article I:

(c) Property which is used for any of the following purposes:

(1) In the maintenance and service of facilities within Common Properties

(2) Places of Worship

(3) Schools

(4) Non-profit, governmental, and charitable institutions

(5) Water and Sewer Facilities

(6) Corolla Yacht and Boat Club well sites for the PUD water system

(7) All properties set aside or designated for future use for utilities, well sites, sewage, Common Properties and open areas for so long as so designated.

(8) Lots owned by the Company for which the requirements of Article VII, Section 3(b) have not been met.

Section 9. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of the Club shall annually within ninety (90) days after the close of the fiscal year of the Association, prepare and execute, or cause to be prepared by an independent party, a general itemized statement showing the actual assets and liabilities of the Club at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than \$5,000.00. Such officer shall furnish to each Member of the Club who may make request therefor in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

ARTICLE VIII FUNCTIONS OF THE ASSOCIATION

Section 1. Ownership and Maintenance of Common Properties. The Club shall be authorized to own and/or maintain (subject to the requirements of any Federal, State or Local Governing body of North Carolina) Common Properties, equipment, furnishings, and improvements devoted to the following uses:

(a) For roads or roadways, and parkways owned by the Club along said roads or roadways throughout the Properties;

(b) For sidewalks, mail boxes, walking paths or trails, bicycle paths, and docks, and Boat Slips throughout the Properties;

(c) For transportation facilities throughout the Properties other than privately owned automobiles, e.g., buses, trolleys, vans, electric vehicles, etc.;

(d) For security services including security stations, maintenance building and/or guardhouses;

(e) For providing any of the services which the Club is authorized to offer under Section 2 of this Article;

(f) For purposes set out in deeds or long-term leases by which Common Properties are conveyed or leased to the Association, provided that such purposes shall be approved by the Members of the Club as set out in Section 3 of this Article;

(g) For lakes, play fields, beaches, marshes, historic parks, wildlife areas, fishing facilities; and

(h) For water and sewage facilities and any other utilities, if not adequately provided by a private utility, the Company, or some other public body.

Section 2. Services. The Club shall be authorized (unless prohibited by the requirements of any Federal, State or Local governing body) but not required to provide the following services:

(a) Cleanup and maintenance of all roads, roadways, roadway medians, parkways, lakes, beaches, marshes, and other Common Properties and the grounds of all units within the Properties and also all public properties which are located within or in a reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole;

(b) Landscaping of roads and parkways, sidewalks and walking paths and any Common Properties;

(c) Transportation facilities other than privately owned automobiles, e.g. buses, trolleys, vans, etc.;

(d) Lighting of roads, sidewalks and walking paths throughout the Properties;

(e) Security provisions including, but not limited to, the employment of security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Properties and assistance to the appropriate law enforcement officials in the apprehension and prosecution of persons who violate the laws of North Carolina within the Properties;

(f) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Club to supplement the service provided by the state and local governments;

(g) The services necessary or desirable in the judgment of the Board of Directors of the Club to carry out the Club's obligations and business under the terms of this document;

(h) Maintenance of all lakes and lagoons located within the Properties, including the stocking of such lakes and lagoons;

(i) To take any and all actions necessary to enforce all Covenants and Restrictions affecting the Properties to perform any of the functions or services delegated to the Club in any Covenants or Restrictions applicable to the Properties;

(j) To set up and operate an Architectural Review Board;

(k) Improvement of fishing facilities available to Members within the Properties;

(l) To provide day care and child care services;

(m) To conduct recreation, sport, craft, and cultural programs of interest to Members, their children and guests. This shall include the operation, construction and maintenance of any facilities that the Board shall deem necessary for these programs;

(n) To provide legal and scientific resources for the improvement of air and water quality within the Properties;

(o) To maintain water search and rescue boats for the protection and safety of those in the waters located on or adjacent to the Properties; This function to include the assignment and management of the clubs boat slips and docks, including applicable replacement fees

(p) To provide safety equipment for storm emergencies;

(q) To support the operation of transportation services between key points of the Properties and the airports, other public transportation terminals and public centers serving the area surrounding the Properties;

(r) To construct improvements on Common Properties for use for any of the purposes or as may be required to provide services as authorized in this Article;

(s) To provide administrative services including but not limited to legal, accounting and financial; and communication services including newsletters and information to members of activities, Notice of Meetings, Referendums, etc., incidental to the above listed services;

(t) To develop programs and activities for the purpose of marketing Corolla Boat and Yacht Club as a Resort Community and Resort Boat and Yacht Club;

(u) To provide liability and hazard insurance covering improvements and activities on the Common Properties;

(v) To provide water, sewage, and any necessary utility services not provided by a public body, private utility or the Company;

(w) To provide, conduct, or maintain water pollution and shoreline erosion abatement measures including, without limitation, maintenance and repair of shore bulkheads and groins;

(x) To provide any or all of the above listed services to another Club or owners of real property under a contract, the terms of which must be approved by the Board of Directors.

Section 3. Obligations of the Club. The functions and services to be carried out or offered by the Club at any particular time shall be determined by the Board of Directors of the Club taking into consideration the funds available to the Club and the needs of the Members of the Club. The functions and services which the Club is authorized to carry out or provide may be added to or reduced at any time upon the affirmative vote of fifty-one (51%) percent or more of those voting in a Referendum of Members conducted by the Board of Directors.

Section 4. Mortgage and Pledge. The Board of Directors of the Club shall have the power and authority to mortgage the property of the Club and to pledge the revenues of the Association, which loans shall be used by the Club in performing its authorized functions. The Company may make loans to the Association, subject to approval by the Company of the use to which such loans will be repaid. Notwithstanding anything in this Declaration to the contrary, the Club shall not be allowed to reduce the regular annual assessment at any time there are outstanding any amounts due the Company as repayment of any loans made by the Company to the Association.

Section 5. Rules and Regulations for Common Areas. The Club shall have the power and authority to promulgate from time to time, amend and enforce by any lawful means, reasonable rules and regulations for the use of the Common Areas and facilities.

ARTICLE IX ARCHITECTURAL CONTROL

Section 1. Architectural Review Board. Architectural review shall be a function of the Club through an Architectural Review Board (ARB) appointed by the Board of Directors of the Association. The ARB shall be composed of at least three (3) but not more than five (5) members. At least one (1) member of the ARB shall be a member of the Club who will function as Chairperson.

Section 2. Architectural Review and Approval. Each property Owner within Corolla Boat and Yacht Club is responsible for his or her property's compliance with the architectural controls listed in this document. Any proposed improvements or changes to a property may affect compliance. The Covenants require that the Owner submit for and obtain approvals from the ARB prior to making the improvements or changes, in order to maintain compliance. This is true regardless of whether or not the work is being performed by the Owner or by a contractor. No building, painting, wall, fence, swimming pool or other structure shall be commenced, erected or maintained upon any Lot, Unplatted lands, commercial parcel, or any Common Properties, nor shall any landscaping be done, nor shall any exterior addition to any existing structure or change or alteration therein, be made until the plans and specifications therefore showing the nature, shape, height, materials, exterior color and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by the Architectural Review Board.

Section 3. Architectural Review Procedure. The objectives of the ARB are as follows:

Architectural and development controls will be administered by the Architectural Review Board. The primary aim of the Board will be to promote the construction of appealing architectural designs, not duplicate the efforts of the County Building Inspector. The architectural design concept will require that buildings be unobtrusive in form and color in order to complement their natural setting. No particular period styles, foreign or geographic influences, or historical approaches are specifically endorsed or encouraged.

The main focus of the architectural concept will be to stress that the total community be homogeneous in feeling and design statements which vie for attention. Each building should be treated not as an individual creation or architectural entity, but rather as a carefully planned addition to the natural setting which embraces its site. Consequently, architectural solutions will vary according to their immediate surroundings.

The following fees are required and may be set from time to time by the Board of Directors of the Corolla Boat and Yacht Club:

a. Non-refundable Architectural Fee. With the submission of plans for construction on a Residential Lot, there shall be paid a non-refundable architectural fee to the Architectural Review Board with the amount of said fee being set by the Club from time to time. The purpose of the fee is to cover processing and compliance costs of the Architectural Review Board and the Association.

b. Security Deposit Required. A security deposit is required prior to the commencement of any on-site work. This deposit is refundable if Corolla Light Common Property sustains no damage or expense caused by construction activity and all construction debris is removed from the site as required.

c. Silt and Debris Fence Fee. A non-refundable fee will be charged for a silt and debris fence to be provided, constructed and maintained by CLCA staff. It will be placed around the lot to prevent construction debris and silt from contaminating adjoining property.

d. Boat Slip assignment /rental fee. A non refundable fee will be charged to successful members who apply for use of Club owned boat slips. Fee can be set by the Board for rentals of time from hourly to Annual rent as determined by the Board of Directors.

All communications relative to ARB matters including submittal of plans, requests for meeting with the Board, etc. should be made in writing and addressed to:

Corolla Yacht and Boat Club, Inc., 1099 Ocean Trail, P.O. Box 549, Corolla, NC 27927

In submitting plans for either preliminary or final approval by the ARB, an "Application for Construction" form must be completed in full and submitted with appropriate plans, drawings, information, etc. as outlined below. Final approval and a building permit must be received from the ARB prior to the initiation of construction. Any changes desired in the siting of construction must be submitted in writing to the ARB for review and approval prior to initiation of work. Architectural review is accomplished in the following sequence:

1. Design Objective Review
2. Preliminary Plan(s) Review
3. Stake-Out Review
4. Acceptance

In order to provide a systematic and uniform review of proposed construction in Corolla Light, the following procedure has been established:

1. Design Objective Review. A request for Design Objective Review should be made to the ARB as soon as design objectives can be identified in sufficient detail to permit tentative drawings to reflect, in general form, spacial relationships, materials, articulations and circulation patterns. Schematic sketches, scale drawings, and renderings are most appropriate for preliminary review by ARB. The presentation material must include, but is not limited to, a site plan, elevation for all sides and a floor plan. The results of the ARB action will be forwarded to the applicant within thirty (30) days of submittal. If a substantive restudy is required, the applicant may resubmit plans for Preliminary Review without additional architectural fee before proceeding with the preparation of working drawings.

2. Preliminary Plan(s) Review. A request for the Preliminary Plan(s) Review shall be made to the ARB as soon as all plans, specifications and construction working drawings are available. Two (2) sets of the following plans and information shall be included in the submittal:

- A.** Topographic survey: (This topographic survey can be included on site plan.)

B. Site Plan: (at a scale not smaller than one inch equals ten feet) including:

- a. Property Line
- b. Access to Street
- c. Driveway, Walk and Patio
- d. Culverts (location, sizes and direction of flow)
- e. Drainage and Grading
- f. Location of Buildings
- g. Service Yard
- h. Entry to lot for water, electrical, telephone, and sewage services
- i. Elevation of lot corners, center of lot, culvert inverts, and edge of roadways.
- j. Tree survey showing location and species of all trees two (2) inches in diameter or larger; measured three (3) feet above natural ground. Indicate trees proposed to be removed.
- k. Location and identification of special features such as drainage ditches, drives, nearby lagoons, easements, etc.
- l. Percent lot coverage (up to the maximum allowed by County of Currituck PUD regulations).

C. Construction Working Drawings

D. Landscape Plan: (at a scale not smaller than one inch equals ten feet) including:

- a. Size, Location and Type of all planting
- b. A schedule of all plant material
- c. All surfacing material such as concrete, grass, asphalt, etc.
- d. Location of all exterior lighting and signage.

E. Specifications: Including all exterior colors, materials, and special conditions as appropriate. The results of the ARB action will be forwarded to the applicant within thirty (30) days of submittal. If the application is disapproved, the applicant can request to meet with the ARB for the purpose of reaching an understanding for an acceptable resubmission.

3. Stake-Out Review. After being notified by the ARB of Preliminary Plan(s) approval of applicant's plans and specifications, staking-out on the lot can be undertaken. The outline of the foundations of all structures should be identified by a series of stakes connected by string. Driveways, walks, and service yards should also be staked out. Each tree to be removed should be flagged with RED tape. The ARB should be notified by the applicant when staking is completed and the properties ready for inspection. The applicant will be advised of the ARB action within fourteen (14) days after notification.

Upon the approval of the stake-out, the ARB will approve the project in writing. Upon receipt and posting of building permits and clearing, construction can be started.

4. Acceptance. The ARB will make periodic site inspections during construction. An application should be made to the ARB for an occupancy permit when all county inspections have been made and approved and the permanent electrical meter has been installed. The ARB will make the acceptance inspection within seven (7) days of notification. If site and buildings are acceptable, an occupancy permit will be granted and amenity use approved.

Section 4. Site Requirements and Construction Standards. The following requirements address construction standards, house location and landscaping at the individual site for each Corolla Light Family Dwelling Unit, and will be used by the Architectural Review Board in evaluating all submissions for both new houses and additions or improvements to existing homes. Hotels will be subject to separate architectural review standards established by the ARB.

(a) Home Plans: The interior of each plan should reflect life-style and will only be reviewed in terms of its influence on the exterior character of the home in determining the exterior elevations. The ARB will reserve the right to refuse any plan solely on its lack of architectural integrity and quality of products specified for construction. In this respect, it is the intention of the ARB to maintain and insure high value of resale throughout the development, and it may at any time reject a proposed plan upon purely aesthetic values.

(b) Square Footage: Single family detached homes must have a minimum of 1,700 square feet of heated living area. Total square footage of living area will be calculated excluding decks, porches, storage areas and utility rooms. This Covenant is intended to insure continued compliance with storm water runoff rules adopted by the State of North Carolina and therefore the benefits thereof may be enforced by the State of North Carolina.

(c) Setbacks: The setbacks for all homes and structures in the Development shall be that setback as shown and delineated on the final plat of each phase of the subdivision as recorded in the Register of Deeds of Currituck County Registry. The setbacks are inspected by the County Building Inspector.

(d) Exterior: Roof lines should be strong and varied in nature. Special attention should be paid to the interworking relationships with the total structure. The extension of the overhang should be in balance with both the size of the roof and the volume of the structure in relationship to the length of the overhang. Roof slopes on the main portion of the structure should be a minimum of 5 to 12 to insure the balance of volume between structure and roofline, excepting roof slopes on multi-family structures permitted in multi-family phases may have a minimum roof slope of 4 to 12. Dormer rooms may vary with a minimum slope of 8 to 12. The use of gutters is encouraged and in certain instances required by law. Flat roofs are not acceptable.

(e) Roofing: Cedar shingles or shakes are a highly recommended roofing product; however, any architectural grade product with weight of 300 lb. per square or greater will be acceptable. A sample of asphalt shingles must be submitted with the plan application for approval by the ARB. Shingles shall be inspected on site after delivery to ensure the product is the same as the sample submitted.

(f) Roof Penetrations: Penetration of the roof by exposed chimney stacks, exhaust fans and plumbing vents shall be located for minimum visibility. Chimneys above the roofline shall be enclosed with wood siding, cedar shake shingles or the chimney should be of masonry construction.

(g) Siding: All exterior siding shall be of a type and material as to reflect a harmony with the environment and the other homes in the neighborhood. In particular, 4' x 8' siding material, vinyl siding, and beveled siding are unacceptable in all areas of the club. Specifically, Dolly Varton cedar lap siding and Hardee plank horizontal siding are acceptable in all areas of the Development.

(h) Exterior Finish: Shall be of earth tone colors (with the exception of most pastels) and or natural colors so as to be in harmony with its setting. A copy of the siding stain or color must be submitted to the ARB with the plans for approval. No change of color will be permitted at any time without the approval of the ARB. The ARB has selected a range of colors that are acceptable and only colors within this range will be approved.

(i) Railings and Foundation Screening: Many designs are acceptable and will be considered according to safety and coordination of overall design. Detailed drawings must be submitted with plans. Additional screening, such as for HVAC units and gas bottles, must match the foundation screening design.

(j) Siting: The siting of the house should reflect individual desirability of view, privacy for existing neighbors, orientation for sun and prevailing winds, and possible energy gain. Observing all building setbacks of front, side and rear yards, the placement shall enhance the view from each individual structure while being compatible with the established adjacent homes. The Siting of each house will be reviewed during the stake-out review phase of the review process.

(k) Driveway: There must be sufficient parking at each home to provide one parking space for each bedroom in a home. Parking under the unit is encouraged and desired. Driveways should be constructed with nontinted concrete. Other surfaces will be reviewed on an individual basis.

(l) Construction Driveways: A construction driveway is required and shall be installed before construction begins on each home; this will consist of a clay base from the road to the building site or parallel to the road from property line to property line 10' wide. No construction vehicles will be allowed to park on the roads and shoulder (except where a clay base construction driveway has been installed) during the construction of any home.

(m) Construction Debris: Construction debris must be stored in a designated trash bin and disposed of before the bin is overflowing. Debris should be disposed of at least weekly. In the event of unusual circumstances, bins that cannot be dumped on time must be covered until they are dumped. No burning of debris is permitted.

(n) Windows: The placement of windows and uniqueness of window design is an excellent way to help enhance the character of the home. Due to the severe weather conditions along the coastline, a well-made wood or vinyl clad window is recommended.

(o) Landscaping: Landscaping in Corolla Boat and Yacht Club is somewhat site specific. A minimum standard of maintenance is required to control the areas left in a natural state. These areas must be cut back on a periodic basis and maintained in such a way as to be harmonious with surrounding homesites. Lots must be completely landscaped and maintained at all times. Total lot coverage with an approved ground cover and/or landscaped plant beds are the minimum standard for these areas. Weeping Love Grass has proven to be a fire hazard and will not be allowed if planted within 10' of the home or outdoor grills. Stone mulching is prohibited adjacent to Common Property and streets. Additionally, large plants (such as Black Pines and Pampas Grass) that will obstruct visibility are prohibited within 15' of the street edge. Plants such as Prickly Pear Cactus and Yuccas are prohibited within 10' of Common Property walkways and streets as they are prone to inflict injury to passersby. Landscape plans must be submitted with building plans and be drawn on a minimum scale of 1" = 10'. Plants and vegetation requiring little water and low maintenance are advised. Plans must include a complete description of all materials used listed in a proper legend on the plans. All landscaping plans are the responsibility of the Owner. Contractors must keep all materials on the lot and all vehicles must be kept on the lot as well. Parking on the street, sidewalks, or trails is prohibited. Contractors are responsible for stabilizing all areas disturbed in their landscape installations to prevent wind blown debris and sand from being blown onto adjacent properties. All debris from the site must be removed from Corolla Light by the contractor. There is no dump site in Corolla Yacht and Boat Club for these types of waste. Contractors are responsible for leaving their job sites clean at the end of each workday with a final clean-up at the end of each job. The ARB may, at any time, contact any Owner to inform them of substandard landscape maintenance of their property; and, if after a notice of 15 days the Owner has not contacted the Club to make arrangements to correct the problem, the ARB will have the lot brought up to the minimum standards and the owner will be billed for the cost.

(p) Height Limitation: No single family structure shall exceed a height as required by Currituck County and as measured by Currituck County

(q) Miscellaneous Site Features: Garbage cans must be kept in locations set as proper storage for the cans on each property. Natural screen planting is encouraged around the trash can screens. All mail boxes and house numbers shall be uniform in design. All house numbers shall be placed in compliance with the local ordinances. Screening is mandatory for fuel tanks, HVAC units and related visual obstructions and attractive nuisances, and landscape design plans for such natural screening shall be submitted to the ARB prior to construction. Clotheslines and similar devices shall only be located within the main structure and not visible on the exterior.

(r) Lighting: Security types, mercury vapor, yard lights, and offensive bright distractions are discouraged. All exterior lighting fixtures shall be submitted for approval. No area lighting shall encroach across property lines.

(s) Fencing: Perimeter yard fencing to establish boundaries and define areas for animals or children is expressly prohibited. Fencing should be for accent only. Sand fencing to contain sand and to control erosion is acceptable if placed in a random pattern and if there is no visual interference to an adjacent home. Landscape fencing should not exceed 4' in height, be made of wood or PVC and be of an open nature. Sand fences, landscape fencing and pool fencing will be considered by the ARB on an individual basis. Written permission from the ARB is required before a fence of any kind is considered.

(t) Signs: No signs whatsoever shall be erected, attached to or maintained on any lot by anyone including, but not limited to the Owner, a realtor, or any of their agents and employees (except with the written permission of the ARB or except as may be required by legal proceedings or except as stated in this paragraph. It is understood that the ARB will not grant permission for any sign unless its erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the ARB reserves the

right to restrict the size, color, content of such signs. The ARB will permit, upon written application, not more than one each for any lot, property identification and "For Rent" signs, each of which does not exceed a combined total of more than two (2)

square feet; provided, however, said signs are approved by the ARB as to size, color, and content. During the period of construction, construction-related signs may be permitted by the ARB.

(u) Government Regulation: In addition to approvals from the Club or ARB, permits may be required by the county or CAMA. It is not the responsibility of the Association, the ARB or the Developer to obtain any other permits for the Owner, nor to provide any guarantees or waive any legal requirements for compliance with any state or county law.

(v) Townhouses: Single family town houses are to be constructed in those phases of the Development which are designated by the Declarant for townhouse development, however, townhouse development in a townhouse phase does not preclude single family residential lots from also being included in said phase. Townhouses may be constructed with a maximum of 6 units in each townhouse cluster; further, there shall be no minimum setback requirements from any of the property lines of a townhouse lot; however, there shall be a minimum of 20 feet separating any townhouse cluster from any other cluster or single family subdivision lot. Each townhouse unit must be constructed on and conveyed with an individual townhouse lot. For townhouse development all other construction and architectural standards provided by these covenants shall apply except as specifically amended in this paragraph for townhouse development.

(w) Water Conservation: Because of the fragile environment of the Currituck Outer Banks and the scarcity of potable water, it is necessary to conserve fresh water and to institute conservation measures which will have the effect of reducing fresh water consumption. Therefore, the following Restrictions and Covenants A through D shall apply to houses and structures in the Development built in the Corolla Yacht and Boat Club.

A. Occupancy: All single family houses constructed in the Development shall be designed and constructed to accommodate no more than 6 bedrooms and a total of 12 occupants. In determining occupancy, the Architectural Review Board shall consider the number and size of the bedrooms and bathrooms in the proposed building plans. Bedroom, for this purpose, is defined to mean any room that may be used to increase the number of occupants that the structure may accommodate.

B. Bathtubs and Hot Tubs: Hot tubs which use chemicals for the purpose of purifying the water contained therein and which are not emptied at intervals of less than one week shall be permitted. All other hot tubs and hot tubs which are emptied at intervals less than weekly shall not be permitted. Further, whirlpools, bathtubs, jacuzzis and similar tubs shall not exceed a capacity of 65 gallons of water and no more than two such tubs shall be permitted in any residential house or unit.

C. Flush Toilet Capacity: Only flush toilets designed to use 1.3 gallons or less may be utilized in any dwelling unit. No flush toilets utilizing more than 1.3 gallons shall be permitted. Water limiting/economizer devices shall be installed on all showers and sinks. The Architectural Review Board and its appointed representative shall have the right to inspect all new structures for compliance with this provision.

D. Lawn Irrigation: Lawn irrigation is currently accomplished through connection, by separate shut off, to the Corolla Light water system. It is anticipated that in the future lawn irrigation water will be provided by separate supply lines. The Architectural Review Board shall have the power to specify the source of water for each lot. The supplier of water to the Development, Carolina Water Service, or its successor, has the authority to order discontinuance of lawn irrigation in order to conserve water for human consumption.

(x) Changes in Approved Materials: New construction materials are offered in the marketplace from time to time. The Board of Directors shall have the right to reject or approve the use of these materials in our community based on its sole discretion.

(y) Condominiums: Condominiums may be constructed in only those phases of Corolla Yacht and Boat Club which are designated by the Declarant for condominium development. Condominiums may be constructed with a maximum of six (6) units in each separate condominium building; further, there shall be no minimum setback requirements from any of the property lines of a condominium except as may be required by Currituck County Zoning Regulations. Further, individual condominium units shall have a minimum square footage of heated living area of 1,200 square feet. Common areas, parking areas which serve the condominium units, and utility and service facilities shall constitute common elements unique to the condominium development with the construction, operation and maintenance thereof being the sole responsibility of the condominium property owners association. All recreational amenities in any condominium development or tract, upon completion thereof, shall be conveyed to and become the responsibility of the Club for the purpose of ownership, operation, regulation and use thereof in accordance with the Covenants and regulations adopted pursuant thereto. Each Owner of a condominium unit, including the Developer, shall be a Type B member of the Club as defined in the Covenant and the corporate charter of the Club and subject to the privileges, duties and obligations, including the obligation to pay dues and assessments as set out and authorized by the Covenants as amended.

(z) Construction Sanitary Facilities: No house construction shall commence until such time as the contractor has installed on the lot on which construction is to be commenced, a portable chemical toilet which toilet shall be maintained on the site until construction is completed.

Section 5. Right of Appeal. Any Owner, in good standing, may appeal decisions rendered by the ARB to the Board of Directors of the Association. Such appeal shall be in writing and the Board shall consider the issue at its next scheduled meeting. The decision of the Board shall be final.

ARTICLE X GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, by whomsoever owned, and shall inure to the benefit of and be enforceable by the Association, the Company or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods upon the expiration of each ten (10) year period; there shall be no renewal or extension of this Declaration if during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of the Club vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth

the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting.

In the event that the Members of the Club vote to terminate this Declaration, the President and Secretary of the Club shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Club at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be placed Of Record and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. The Company specifically reserves the exclusive right to Amend this Declaration, or any portion hereof, on its own motion, from the date hereof until January 1, 2000, and subsequent thereto where such amendment is dictated or mandated by law or by the particular circumstances of an addition to the existing property. Providing, however, that except for the effects of the addition of new Members, such amendment shall not dilute the voting power, nor shall the amounts of assessments of such existing Members be raised. Thereafter, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Club and any such proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Club shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Club at which such amendment was adopted), the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes necessary to adopt the amendment, and the total number or votes cast in favor of such amendment, and the total number of votes cast against the amendment. Such Addendum shall be placed Of Record.

The quorum required for any action authorized to be taken by the Club under this Section 2 shall be as follows:

The first time any meeting of the Members of the Club is called to take action under this Article X, Section 2, the meeting of the Members or proxies entitled to cast fifty-one (51%) percent of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast twenty-five (25%) percent of the total vote of the membership of the Association.

Notwithstanding the provisions of this Section 2, neither the Club nor the Members shall have the power to, and no amendment to these covenants shall, change, amend or delete the provisions of Article VII, Section 3 (b) which establishes the conditions under which lots are classified and made subject to these Covenants.

Section 3. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any Covenant or Restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these Covenants; and failure by the Club or any Member of the Company to enforce any Covenant or Restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 4. Interpretation. The Board of Directors of the Club shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will tend toward the consummation of the general plan of development.

Section 5. Severability. Should any Covenant or Restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and shall remain fullforce and effect.

If any provision of this Declaration, or any section, sentence, clause, phrase or word or the application thereof in any circumstances, shall be held invalid, the validity of the remainder of this Declaration and of the application of such provision, sentence, clause, phrase or word and under any other circumstances shall not be affected thereby. If any provision of this Declaration would violate the Rule against Perpetuities or any other limitation on the duration of the provisions contained herein imposed by law, then such provisions shall be deemed to remain in effect only for the maximum permissible period permitted by law or until twenty-one (21) years after the death of the last survivor of the now living descendants of any owner in the Development, whichever is later.

Section 6. Authorized Action. All actions which the Club is allowed to take under this instrument shall be authorized actions of the Club if approved by the Board of Directors of the Club in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 7. Notices. Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one of two or more joint owners of a Residential Lot, Family Dwelling Unit, Hotel, or Unplatted land shall constitute notice to all joint owners. It shall be the obligation of every Member to immediately notify the Secretary of the Club in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 8. Other Agreements. Notwithstanding anything contained herein to the contrary, all the provisions of these Covenants shall be subject to and conform with the provisions of:

(a) the Zoning Ordinance of Currituck County, North Carolina and the rules and regulations promulgated thereunder as may from time to time hereafter be amended or modified,

(b) the Master Plan for the Development as approved by appropriate governmental authority as may from time to time hereafter be amended or modified,

(c) all conditions imposed on the Company in connection with the conditional use granted to the Company by such governmental agency allowing the development of a Planned Unit Development under such Zoning Ordinance of Currituck County as may from time to time hereafter be amended or modified.

Section 9. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Company or the Club contemplated under this Declaration, neither the Company nor the Club shall be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way reacting to the subject matter of any such reviews, acceptances, inspections, permissions, consents, or required approvals, whether given, granted or withheld.

Section 10. Termination of Association. In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such significant manner that the Club is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years of the date of recording this Declaration, all Common Properties belonging to the Club and all powers and authority of the Club as set forth in the Covenants, the Articles of Incorporation and the By-Laws, at the time of such adjudication shall revert to the Company, and the Company shall own and operate said Common Properties as Trustee for use and benefit of Owners within the Properties as set forth below. If said adjudication shall occur on a date more than ten (10) years after the date of recording of this Declaration, or if the Members of the Club should vote not to renew and extend this Declaration as provided for in Article III, all Common Properties owned by the Club and all powers and authority of the Club at such time shall be transferred to a properly appointed Trustee which Trustee shall own and operate said Common Properties for the use and benefit of Owners within the Properties as set forth below:

(a) Each lot or parcel of land located within the Properties shall be subject to an annual assessment which shall be paid by the Owner of each such lot or parcel to the Company or Trustee, whichever becomes the successor in title to the Association. The amount of such annual assessment and its due date shall be determined solely by the Company or the Trustee, as the case may be, but the amount of such annual assessment on any particular lot or parcel shall not exceed that amount actually assessed against that lot or parcel in the last year that assessments were levied by the Association, subject to the adjustment set forth in subparagraph (b) immediately below.

(b) Any past due annual assessment together with interest thereon at the annual rate permitted by law from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time that annual assessment became past due, and it shall also constitute and become a charge and continuing lien on the lot or parcel of land and all improvements thereon, against which the assessment has been made, in the hands of the then Owner, the heirs, devisees, personal representatives and assigns.

(c) The Company, or the Trustee, as the case may be, shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Common Properties. The Company or Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. Neither the Company nor the Trustee shall have the obligation to provide for operation, maintenance, repair and the upkeep of the Common Properties once the funds provided by the annual assessment have been exhausted.

(d) The Company shall have the right to convey title to the Common Properties and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

(e) The Trustee shall have the power to dispose of the Common Properties free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty- one (51%) percent of the Owners of Property within the Properties, or in the alternative, shall be found by a final judicial decree to be in the best interests of the Owners of property. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of such Properties, then for the payment of any obligations distributed among the Owners of Property within the Properties, exclusive of the Trustees, in a proportion equal to the portion that the maximum annual assessment on property owned by a particular Owner bears to the total maximum annual assessment for all property located within the Properties.

ARTICLE XI RIGHTS OF MORTGAGEES

So as to promote and encourage the making of loans by lenders with respect to the Properties which may be secured by mortgages or deeds of trust ("Mortgages") on a Residential Lot, Family Dwelling Unit, Unplatted Land or Hotel (or with respect to any other portions of the Properties which may hereinafter become subject to a Mortgage) the Declarant, notwithstanding any other provisions hereinabove or hereinafter set forth, hereby adopts the following special provisions for the benefit of all holders of a first Mortgage of Record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value:

Section 1. Priority of Lien. The lien of the Club established by this Declaration for the payment of any assessments or other charges shall be entirely subordinate to the lien of any first Mortgage. The holder of any first Mortgage who obtains title to a portion of the Properties subject to the Declaration shall not be liable for any unpaid dues or assessments which accrue prior to the acquisition of title to such property by the mortgagee. However, upon acquisition of title by the Mortgagee or any related entity, then dues and assessments shall be the liability of said Mortgagee.

Section 2. Right of First Refusal. The holder of a first Mortgage shall at no time be subject to any "right of first refusal" now or hereinafter contained in the Declaration or in any other instrument affecting the Property subject to such Mortgage.

Section 3. Effect of Amendments. No amendments may be made to this Declaration which affect the provisions of this Article XI to the detriment of any holder of a first Mortgage without the written consent of 100% of the holders of such first Mortgages.

IN TESTIMONY WHEREOF the said Declarant has caused this instrument to be signed in its corporate name by its duly authorized officers and its corporate seal affixed hereto by authority of its Board of Directors, all the day and year first above written.

OUTER BANKS VENTURES, INC.

CORPORATE SEAL
SEAL

BY: _____(SEAL)
Richard Willis, PRESIDENT

ATTEST:

, SECRETARY

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that its secretary personally came before me this day and acknowledged that he/ she is Secretary of OUTER BANKS VENTURES, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by herself as its Secretary. Witness my hand and official stamp or seal, this ____ day of _____, 1997.

Notary Public

MY COMMISSION EXPIRES: _____.

SEAL-STAMP

NORTH CAROLINA, CURRITUCK COUNTY

The foregoing Certificate(s) of _____
_____ is/are certified to be correct.

This instrument was presented for registration at _____ o'clock ____ on _____, 1997, and recorded in Book _____ Page _____.

REGISTER OF DEEDS BY: _____ ASSISTANT REGISTER OF DEEDS

COROLLA LIGHT COMMUNITY ASSOCIATION, INC.
AMENDED AND RESTATED BYLAWS
JUNE 18, 2005

ARTICLE I
MEMBERS

Section 1. Membership in the Association. The Members of the Corolla Light Community Association, Inc. (hereinafter referred to as "Association"), shall be every Owner (as defined in the Covenants hereinafter described) of the property subject to the provisions of the Corolla Yacht and Boat Club Subdivision Declaration of Covenants, Conditions, and Restrictions (all such covenants, restrictions, and affirmative obligations, as the same may be amended from time to time, are hereinafter referred to as the "Covenants"), all such Covenants having been made by Corolla Light Venture (hereinafter referred to as the "Company").

The Board of Directors of the Club may suspend, in accordance with Article IV, any person from membership in the Club during any period of time when such person is in default of any of his obligations under the Bylaws (including, without limitation, the failure to pay any assessment), provided that such default has continued uncured for a period of ten (10) days after written notice thereof to such Member.

Section 2. Membership Classes. Membership classes are as defined in the Declaration of Covenants, Conditions, and Restrictions.

ARTICLE II
MEETINGS OF THE MEMBERS

Section 1. Annual Meeting. The annual meeting of the Members shall be held on a date to be set no later than one year after the first lot is conveyed to an entity other than the Company. Such annual meetings shall be held for the purpose of electing new directors and for the transaction of such other business as may come before the meeting.

Section 2. Special Meeting. Special meeting of the Members may be called by the President, the Board of Directors, or subsequent to the first annual meeting, Members of the Club holding not less than one-fifth (1/5) of the votes.

Section 3. Place of Meeting. The Board of Directors may designate any location within Currituck County, North Carolina as the place for any annual meeting or special meeting, called by the Board of Directors, and the President may designate any location as the place for any special meeting called by him. If no designation is made or if a special meeting is called by the Members of the Association, the place of meeting shall be the principal office of the Club within Currituck County, North Carolina or at such other place as the Board of Directors may designate.

Section 4. Notice of Meeting. Written notice stating the place, day, and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed or delivered not less than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary or the personnel calling the meeting, to each Member of the Club at his address as shown on the records of the Association. A Member may, in writing, signed by him, waive notice of any meeting before or after the date of the meeting stated therein.

Section 5. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Club (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Club is called to vote on a particular action proposed to be taken by the Club the presence at the meeting of Members or proxies entitled to cast fifty-one (51%) percent of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum of such meeting shall be the presence of Members or proxies entitled to cast twenty-five (25%) percent of the total vote of the Membership Association.

Section 6. Conduct of Meetings. The Directors may make such regulations as they deem advisable for any meeting of the Members, including proof of membership in the Association, evidence of the right to vote and the appointment and duties of inspectors of votes. Such regulations shall be binding upon the Club and its Members.

Section 7. Ballots by Mail. When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote of the Members and a ballot on which each Member may vote for or against the motion. Each ballot which is presented at such meeting to be counted in calculation the quorum requirements set out

in Section 6 of this Article II. Provided however, such ballots shall not be counted in determining whether a quorum is present to vote

upon motions not appearing on the ballot. The procedures for authenticating such ballots shall be as determined by the Board of Directors.

ARTICLE III DIRECTORS

Section 1. General Powers. The affairs of the Club shall be managed by its' Directors. The Directors need not be Members of the Association.

Section 2. Number, Tenure, and Term Limits. The number of Directors shall be nine (9) and the terms shall be staggered to coincide with the expiration dates as to each currently serving member of the Board of Directors. Each director elected shall serve a term of three (3) years from the date of election or until their successor shall be duly elected. Any vacancy occurring in the Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors, or by a sole remaining Director and, if not previously filled, shall be filled at the next succeeding meeting of the Members of the Association. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose position he or she was elected to fill. No person shall serve more than two (2) consecutive three-year terms as Director. However, any person appointed or elected to fill a vacancy on the Board of Directors shall serve the remaining unexpired term of the vacant seat and such service shall not be considered for purposes of determining whether that person is eligible for election or reelection to the Board of Directors under the two term limit. Election of Directors may be conducted by mail ballot if the Board of Directors so determines.

Section 3. Annual Meetings. Annual meetings of the Board of Directors shall be held immediately following the annual meeting of the Members. The Board of Directors may provide by resolution the time and place for the holding of the additional regular meetings of the board without notice. In addition, any regular meeting, other than the Annual Meeting, may be held via telephone or other electronic conferencing call.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors by giving notice thereof as provided in Section 5 of this Article III. Such persons calling a special meeting of the Board of Directors may fix any location as the place for holding such special meeting. Any special meeting may be held via telephone or other electronic conferencing call.

Section 5. Notice. When notice of any meeting of the Board of Directors is required, such notice shall be given at least ten (10) days previous to such meeting by written notice delivered personally or sent by mail to each Director at his address as shown on the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited postage prepaid in the United States mail in a sealed envelope properly addressed. Any Director may waive notice of any meeting before or after the time of the meeting stated therein and attendance of a Director at any meeting shall constitute waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need to be specified in the notice or waiver of notice of such meeting unless specifically required by law, the Articles of Incorporation, these Bylaws, or the Covenants.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting without further notice.

Section 7. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors any Director may be reimbursed for his actual expenses incurred in the performance of his duties as Director but nothing herein contained shall be construed to preclude any Director from serving the Club in any other capacity and receiving compensation therefore.

ARTICLE IV POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Properties, Purchased Common Properties, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Members shall be in default in the payment of any assessment levied by the Association. Default shall occur thirty (30) days after an assessment due date if the assessment remains unpaid. Such rights may also be suspended after notice and hearing, for a period not to exceed ninety (90) days for infraction of published rules and regulations;
- (c) exercise for the Club all powers, duties, and authority vested in or delegated to the Club and not reserved to the Membership by other provisions of these Bylaws or the Covenants; and
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and then prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and Club affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) vote of the Members who are entitled to vote;
- (b) supervise all officers, agents, and employees of the Club and to see that their duties are properly performed;
- (c) as more fully provided in the Covenants, to:
 - i. fix the amount of all assessments;
 - ii. send written notice of all assessments to every owner subject thereto;
 - iii. foreclose the lien against any property 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; and
 - iv. provide for a Board of Architectural Review, should the Developer convey said authority to this Board.
- (d) Issue, or cause an appropriate officer to issue, upon demand by any persons, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned or leased by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; to provide errors and omissions or similar insurance for officers and members of the Board, as it may deem appropriate;
- (g) Cause the Common Properties and Purchased Common Properties to be maintained or improved.

ARTICLE V MERGERS AND CONSOLIDATION

To the extent and in the manner provided by law, the Club may participate in mergers and consolidation with other non-profit associations organized for the same purpose; provided, however, that any such mergers or consolidation shall require approval by the vote of two-thirds (2/3) of the Type A, B, C, or D memberships, if any, at a meeting duly called for such purposes.

Upon merger or consolidation of the Club with another Club or associations, its property rights and obligations may, by instrument of transfer or operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights, and obligations of another Club may, by operation of law, be added to the properties of the Club as a surviving Club pursuant to a merger. The surviving or consolidated Club may administer the existing property, together with the covenants and restrictions established upon any other property as one plan. No merger or consolidation shall affect any revocation, change or addition to the Covenants, including, without limitation, the maximum limits on assessments and dues of the Association, or any other matter substantially affecting the interest of Members of the Association.

**ARTICLE VI
SECURITY FOR LOANS**

To the extent provided by law, the Board of Directors of the Club shall have the power and authority to mortgage the property of the Club and to pledge the revenues of the Club as security for loans made to the Club which loans shall be used by the Club in performing its authorized functions. Notwithstanding anything in the Covenants to the contrary, the Club shall not be allowed to reduce the limits of the minimum regular annual assessment at any time there are outstanding amounts as repayment of any such loans.

**ARTICLE VII
OFFICERS**

Section 1. Officers. The officers of the Club shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary. The President shall be a Director of the Association. Other officers may be, but need not be, Directors of the Association.

Section 2. Election, Term of Office, and Vacancies. The officers of the Club shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each Annual Meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interest of the Club will be served thereby.

Section 4. Powers and Duties. The officers of the Club shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors, except as otherwise determined by the Board of Directors. The President shall be chief executive officer of the Association.

**ARTICLE VIII
COMMITTEES**

Section 1. Executive Committee. There shall be an Executive Committee of the Board of Directors, comprised of the officers of the Board, which shall have and exercise the authority of the Board of Directors in the day-to-day management of the affairs of the Association; provided, however, that the Executive Committee shall not have the authority of the Board of Directors as to the following matters: (a) the dissolution, merger, or consolidation of the Association, the amendment of the Articles of Incorporation of the Association; or the sale, lease, or exchange of all or substantially all of the property of the Association; (b) the filling of vacancies in the Board of Directors or on the Committee; (c) the amendment or repeal of these Bylaws or the adoption of new Bylaws; and, (d) the amendment or repeal of any resolution of the Board of Directors which by its terms shall not be so amendable or repealable.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the Club may be designated by a resolution adopted by a majority of Directors present at a meeting at which a quorum is present. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be chaired by a member of the Board of Directors. Other committee members may, but need not, be members of the Board of Directors.

Section 3. Rules. Each committee may adopt rules of its own government not inconsistent with the terms of the resolution of the Board of Directors designation the committee or with rules adopted by the Board of Directors.

**ARTICLE IX
BOOKS AND RECORDS**

The books, records, and papers of the Club shall at all times be subject to inspection by any Member during reasonable business hours. The Covenants and Bylaws of the Club shall be available for inspection and purchase by any Member at the principal office of the Association.

ARTICLE X

PROXIES

Section 1. Voting by Proxy. Each member entitled to vote may vote in person or by proxy at all meetings of the Association.

Section 2. Execution of Proxies. All proxies shall be executed in writing by the Member or by his duly authorized attorney-in-fact and filed with the Secretary; provided, however, that proxies shall not be required for any action which is subject to a referendum in accordance with the Covenants. No proxy shall extend beyond the date of the meeting for which it is given unless such meeting is adjourned to a subsequent date and no proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Any proxy shall automatically cease upon sale by the Member of his lot.

ARTICLE XI CONSTRUCTION

In the event of a conflict between the Covenants and the Bylaws, the Covenants shall control.

Article XII ASSESSMENTS

As more fully provided in the Covenants, each Member is obligated to pay to the Club annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of the delinquency at the maximum rate applicable by law, and the Club may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Properties or abandonment of his lot.

ARTICLE XIII CORPORATE SEAL

The Club shall have a seal in circular form having within its circumference the words: COROLLA LIGHT COMMUNITY ASSOCIATION, INC., State of North Carolina, 1985.

ARTICLE XIV AMENDMENTS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Board of Directors, at a regular or special meeting of the Board by a vote of the majority vote of all Directors, providing notice of such pending action is given in the call for said meeting.

ARTICLE XVI DISSOLUTION

If the Board of Directors determine that it is in the best interest of the Association, its members, and/or of the company to dissolve the Club it may call a meeting to consider such action in accordance with this document and the Declaration of Covenants, Conditions, and Restrictions.

ARTICLE XVII LESSER ASSOCIATIONS

The Club shall have the right to establish any lesser associations that it may require to provide for the operation of the Club and to carry out its assigned responsibilities.

This is to certify that the foregoing amended and restated Bylaws were adopted by the Board of Directors of the Corolla Light Community Association, Inc. at its regular meeting held on June 18, 2005.

Jane Horvath
Secretary

"ATTACHMENT B"
ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
COROLLA LIGHT COMMUNITY ASSOCIATION, INC.
(a North Carolina Non-Profit Corporation)

Pursuant to Articles 5 and 10 of Chapter 55A of the North Carolina General Statutes, the undersigned non-profit corporation organized and existing under Chapter 55A of the North Carolina General Statutes does hereby execute and submit these Articles of Amendment for the purpose of amending its Articles of Incorporation filed May 13, 1985 as Amended by Articles of Amendment filed October 22, 1990:

I.

The name of the corporation is Corolla Light Community Association, Inc.

II.

The text of each amendment adopted pursuant to Judgment dated June 20, 1994 of the Currituck Superior Court in File No. 92-CVS-179 is as follows:

Section C of Article IV ("Membership") is hereby deleted in its entirety and in place thereof a new Section C is adopted as follows:

IV
MEMBERSHIP

C. There are five (5) classes of membership in Corolla Light Community Association, Inc., the classes of membership and the respective voting rights of each class of membership shall be as follows:

TYPE A: Type A Members shall be all Owners (including the Company) of unimproved Residential Lots. An Owner of a Residential Lot upon which a Family Dwelling Unit has not been constructed shall be entitled to one vote for each Family Dwelling Unit which he owns.

TYPE B: Type B Members shall be all Owners (including the Company) of Family Dwelling Units. An Owner of a Family Dwelling Unit shall be entitled to one vote for each Family Dwelling Unit which he owns.

TYPE C: Type C Members shall be all those Owners (including the Company) of unplatted lands for which the County of Currituck has granted preliminary plat approval to construct family dwelling units and on-site work has commenced. As of the date of commencement of on-site work after the granting of preliminary plat approval, a Type C Member shall be entitled to one vote for each family dwelling unit for which preliminary plat approval has been received.

TYPE D: Type D Members shall be all those Owners (including the Company) of a hotel or other similar multi-unit structure of rental rooms or suites to the public. A Type D Member shall be entitled to one-fourth vote for each bedroom within the hotel or similar structure, it being deemed that for the purposes of voting, four bedrooms is equivalent to one family dwelling unit. Fractional votes may be cast.

TYPE E: Type E Members shall include all those Owners (including the Company) of unplatted lands or sites. A Type E Member shall be entitled one vote for each acre of unimproved lands. In computing the number of votes to which a Type E Member shall be entitled, the amount of the acreage shall be rounded to the nearest whole acre, with one-half and above being equivalent to a whole acre.

III.

The foregoing amendments were approved and adopted by (a) the Board of Directors; (b) at least two-thirds of the votes entitled to be cast by the members present or represented by proxy at the regular meeting of the Members of Corolla Light Community Association, Inc. held _____, 1996 at which a quorum was present and notice given as provided by N.C. General Statute Sec. 55A-10-03; and (c) Outer Banks Ventures, Inc., the successor to the original developer of Corolla Yacht and Boat Club.

This the _____ day of _____, 1996.

COROLLA LIGHT COMMUNITY ASSOCIATION, INC.

_____, President

(CORPORATE SEAL)
ATTEST:

_____, Secretary

OUTER BANKS VENTURES, INC.

_____, President

(CORPORATE SEAL)
ATTEST:

_____, Secretary

I, the undersigned, natural person of the age of eighteen years or more, do hereby make and acknowledge these Articles of Incorporation for the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Non-Profit Corporation Act", and the several amendments thereto, and to that end do hereby set forth:

I.
NAME

The name of the corporation is Corolla Light Community Association, Inc.

II.
DURATION

The period of duration of the corporation shall be perpetual.

III.
PURPOSES AND POWERS

The purposes for which this corporation is organized are:

(a) The operation and management of the planned unit subdivision development known as Corolla Yacht and Boat Club located in the Village of Corolla, Poplar Branch Township, Currituck County, North Carolina, and to that end shall have power and authority;

(i) To undertake the performance of, and carry out the acts and duties incident to the administration of the operation and management of Corolla Light Community Association, Inc. in accordance with the terms, provisions, conditions and authorization contained in these articles and in the Declaration of Covenants, Conditions and Restrictions which shall be recorded in the Public Records of Currituck County, North Carolina, at such time as the real property and the improvements thereon are submitted to said Declaration;

(ii) To make, establish and enforce reasonable rules and regulations governing the use of subdivision development, common elements, land, other real and personal property which may be owned by the Club itself;

(iii) To make, levy and collect assessments against lot owners; to provide the funds to pay for common expenses of the Club as provided in the Declaration of Covenants, Conditions, and Restrictions and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association; said assessments being used to promote the recreation, acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common areas, including but not limited to the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management, supervision thereof, the maintenance of insurance in accordance with the By-Laws, including the employment of attorneys to represent the Club when necessary for such other needs as may arise.

(iv) To maintain, repair, replace and operate the properties for which the Club is responsible.

(v) To enforce by any legal means, the provisions of the Declaration of Covenants, Conditions and Restrictions, the By-Laws of the Association, and the rules and regulations for the use of the Club property.

(vi) To contract for the management of the recreational property and to delegate to such manager or managers all powers and duties of the Club except those powers and duties which are specifically required to have approval of the Board of Directors or the membership of the Association.

(b) The Club shall have all of the common law and statutory powers of a non-profit corporation and also those powers as set out in the Declaration of Covenants, Conditions and Restrictions of Corolla Yacht and Boat Club and all powers reasonably necessary to implement the purposes of the Association.

IV.
MEMBERSHIP

A. The membership of Corolla Light Community Association, Inc. shall consist of the owners of lots in Corolla Yacht and Boat Club and Corolla Light Venture, the Developer and the owners of any other lands which may be added thereto by the Declarant. Membership shall be established by acquisition of fee title to a lot in Corolla Yacht and Boat Club whether by conveyance, devise, or judicial decree. a new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to a lot designated shall be terminated. Each new owner shall deliver to the Club a true copy of such deed or instrument of acquisition of title.

B. The share of a member in the funds and assets of the corporation, and membership in the corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Corolla Yacht and Boat Club.

C. There are five classes of membership in Corolla Light Community Association, Inc., the classes of membership and the respective voting rights of each class of membership shall be as follows:

TYPE A: Type A Members shall be all Owners (including the Company) of unimproved Residential Lots. An Owner of a Residential Lot upon which a Family Dwelling Unit has not been constructed shall be entitled to one vote for each Family Dwelling Unit which he owns.

TYPE B: Type B Members shall be all Owners (including the Company) of Family Dwelling Units. An Owner of a Family Dwelling Unit shall be entitled to one vote for each Family Dwelling Unit which he owns.

TYPE C: Type C Members shall be all those Owners (including the Company) of unplatted lands for which the County of Currituck has granted preliminary plat approval to construct family dwelling units and on-site work has commenced. As of the date of

commencement of on-site work after the granting of preliminary plat approval, a Type C Member shall be entitled to one vote for each family dwelling unit for which preliminary plat approval has been received.

TYPE D: Type D Members shall be all those Owners (including the Company) of a hotel or other similar multi-unit structure of rental rooms or suites to the public. A Type D Member shall be entitled to one-fourth vote for each bedroom within the hotel or similar structure, it being deemed that for the purposes of voting, four bedrooms is equivalent to one family dwelling unit. Fractional votes may be cast.

TYPE E: Type E Members shall include all those Owners (including the Company) of unplatted lands or sites. a Type E Member shall be entitled one vote for each acre of unimproved lands. In computing the number of votes to which a Type E Member shall be entitled, the amount of the acreage shall be rounded to the nearest whole acre, with one-half and above being equivalent to a whole acre.

V. DIRECTORS

A. The number of Directors and the method of election of the Directors shall be fixed by the By-Laws, however, the number of Directors shall not be less than three. Directors shall be elected at large from the membership.

B. The number of Directors constituting the initial Board of Directors shall be three and the names and addresses of the persons who are to serve as the first Board of Directors are as follows:

NAME	ADDRESS
Patricia S. Brindley	S.R. Box 328, Duck Kitty Hawk, North Carolina 27949
Richard C. Willis	S.R. Box 328, Duck Kitty Hawk, North Carolina 27949
Richard A. Brindley	S.R. Box 328, Duck Kitty Hawk, North Carolina 27949

C. The first election by the members of the Club for Directors shall not be held until after the Developer has relinquished control of the Club as set in the Subdivision Declaration of Covenants, Conditions and Restrictions. Thereafter, the election of Directors shall take place at the annual meeting of the membership as provided in the By-Laws. after the Declarant has relinquished control, there shall be a special meeting of the membership for the purpose of electing a Board of Directors to serve until the next annual meeting and until new Directors are elected and qualified.

VI. REGISTERED OFFICE REGISTERED AGENT

The address of the Registered Office of the Corporation is P.O. Box 490, 1099 Ocean Trail/NC 12, Corolla, North Carolina, 27927 and the name of the registered agent at such address is Donald F. Cheek.

VII. TAX STATUS

The corporation shall have all the powers granted nonprofit corporations under the laws of the State of North Carolina. Notwithstanding any other provision of these Articles, this corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under section 528 of the Internal Revenue Code. It is further provided that no distributions of income of the corporation are to made to members, directors or officers of the corporation provided, however, that members of the corporation may receive a rebate of any excess dues and assessments.

VIII. INCORPORATOR

The name and address of the incorporator is: Thomas L. White, Jr., Kellogg Building, Ananias Dare Street, Manteo, North Carolina 27954.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, this the _____.

Thomas L. White Jr.,

NORTH CAROLINA, DARE COUNTY

This is to certify that on the _____, before me, a Notary Public, personally came Thomas L. white, Jr., who, I am satisfied is the person named in and who executed the foregoing Articles of Incorporation, and I, having first made known to him the contents thereof, he did acknowledge that he signed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the _____.

MY COMMISSION EXPIRES:

Notary Public

**U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT**

Action Id. 2017-01236 County: Currituck U.S.G.S. Quad: Mossey Island

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Permittee: Outer Banks Ventures, Inc.
C/O Richard Willis
Address: Post Office Box 549
Corolla, North Carolina 27927

Telephone Number: 252-261-1760 A

Size (acres)	<u>36.1 Acres</u>	Nearest Town	<u>Corolla</u>
Nearest Waterway	<u>Sanders Bay</u>	River Basin	<u>Pasquotank</u>
USGS HUC	<u>03010205</u>	Coordinates	Latitude: <u>36.327407 N</u> Longitude: <u>-76.819538 W</u>

Location description: The project area is located at Parcel 10 Monteray Shores P.U.D., off Malia Drive and Ocean Trail Highway, adjacent to a man-made pond and the Currituck Sound, near Sanders Bay, in Corolla, Currituck County, North Carolina. NC Parcel: 9935-63-4485. Deed Book 1161. Page 734.

Description of projects area and activity: Discharge of fill material within approximately 3,000 square feet of freshwater pond and wetlands and the construction of a berm around an existing water control structure with rock riprap apron.

Applicable Law: Section 404 (Clean Water Act, 33 USC 1344)
 Sections 10 (Rivers and Harbors Act, 33 USC 403)

Authorization: Regional General Permit Number or Nationwide Permit Number: Nationwide Permit 18 (Minor Fill).

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the attached conditions and your submitted application and attached information dated April 29, 2022. Any violation of the attached conditions or deviation from your submitted plans may subject the permittee to a stop work order, a restoration order, a Class I administrative penalty, and/or appropriate legal action.

This verification will remain valid until the expiration date identified below unless the nationwide authorization is modified, suspended or revoked. If, prior to the expiration date identified below, the nationwide permit authorization is reissued and/or modified, this verification will remain valid until the expiration date identified below, provided it complies with all requirements of the modified nationwide permit. If the nationwide permit authorization expires or is suspended, revoked, or is modified, such that the activity would no longer comply with the terms and conditions of the nationwide permit, activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon the nationwide permit, will remain authorized provided the activity is completed within twelve months of the date of the nationwide permit's expiration, modification or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend or revoke the authorization.

Activities subject to Section 404 (as indicated above) may also require an individual Section 401 Water Quality Certification. You should contact the NC Division of Water Resources (telephone 252-946-6481) to determine Section 401 requirements.

For activities occurring within the twenty coastal counties subject to regulation under the Coastal Area Management Act (CAMA), prior to beginning work you must contact the N.C. Division of Coastal Management in Elizabeth City, North Carolina at 252-264-3901.

This Department of the Army verification does not relieve the permittee of the responsibility to obtain any other required Federal, State or local approvals/permits.

If there are any questions regarding this verification, any of the conditions of the Permit, or the Corps of Engineers regulatory program, please contact Raleigh W. Bland, SPWS at 910-251-4564.

Corps Regulatory Official: Raleigh W. Bland, SPWS Date: May 19, 2022
Expiration Date of Verification: March 14, 2026

Determination of Jurisdiction:

- A. There are waters, including wetlands, on the above described project area that may be subject to Section 404 of the Clean Water Act (CWA) (33 USC § 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403). This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331). However, you may request an approved JD, which is an appealable action, by contacting the Corps district for further instruction. Please note, if work is authorized by either a general or nationwide permit, and you wish to request an appeal of an approved JD, the appeal must be received by the Corps and the appeal process concluded prior to the commencement of any work in waters of the United States and prior to any work that could alter the hydrology of waters of the United States.
- B. There are Navigable Waters of the United States within the above described project area subject to the permit requirements of Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403) and Section 404 of the Clean Water Act (CWA) (33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- C. There are waters, including wetlands, within the above described project area that are subject to the permit requirements of Section 404 of the Clean Water Act (CWA) (33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- D. The jurisdictional areas within the above described project area have been identified under a previous action. Please reference jurisdictional determination issued . Action ID: **SAW-2017-01236**.

Basis For Determination: : The jurisdictional wetlands on the project site are a part of a broad continuum of waters and wetlands adjacent to the Currituck Sound, a navigable Waters of the United States.

Remarks: Pond berm construction to protect repaired breach.

E. Attention USDA Program Participants

This delineation/determination has been conducted to identify the limits of Corps' Clean Water Act jurisdiction for the particular site identified in this request. The delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA Program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

F. Appeals Information (This information applies only to approved jurisdiction determinations as indicated in B and C above).

This correspondence constitutes an approved jurisdiction determination for the above described site. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and request for appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the following address:

US Army Corps of Engineers
South Atlantic Division
Attn: Phillip A. Shannin, Review Officer
60 Forsyth Street SW, Room 10M15

Atlanta, Georgia 30303-8801
Phone: (404) 562-5137

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by N/A.

It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this correspondence.

Corps Regulatory Official: N/A

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete our Customer Satisfaction Survey, located online at http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0.

Copy furnished:

CC: CESAW-RG-W/Bland

Action ID Number: SAW 2017-01236

County: Currituck

Permittee: Outer Banks Ventures, Inc.

Project Name: Pond Berm

Date Verification Issued: May 19, 2022

Project Manager: Raleigh W. Bland, SPWS

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

US ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT
Attn: Raleigh W. Bland, PWS
Washington Regulatory Field Office
2407 W. 5th Street
Washington, North Carolina 27889

Please note that your permitted activity is subject to a compliance inspection by a U. S. Army Corps of Engineers representative. Failure to comply with any terms or conditions of this authorization may result in the Corps suspending, modifying or revoking the authorization and/or issuing a Class I administrative penalty, or initiating other appropriate legal action.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and condition of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND
REQUEST FOR APPEAL**

Applicant: **Outer Banks Ventures, Inc.**

File Number: **SAW 2017-01236**

Date: **May 19, 2022**

Attached is:

See Section below

<input type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
<input type="checkbox"/>	PERMIT DENIAL	C
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D
<input checked="" type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits.aspx> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the district engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

**District Engineer, Wilmington Regulatory Division
Attn: Raleigh W. Bland, SPWS
Washington Regulatory Field Office
2407 W. 5th Street
Washington, North Carolina 27889
Phone: (910) 251-4564**

If you only have questions regarding the appeal process you may also contact:

**Mr. Philip A. Shannin, Administrative Appeal Review Officer
CESAD-PDO
U.S. Army Corps of Engineers, South Atlantic Division
60 Forsyth Street, Room 10M15
Atlanta, Georgia 30303-8801
Phone: (404) 562-5137**

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.	Date:	Telephone number:
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For appeals on Initial Proffered Permits send this form to:

District Engineer, Wilmington Regulatory Division, Attn: Raleigh W. Bland, SPWS, 69 Darlington Avenue, Wilmington, North Carolina 28403

For Permit denials, Proffered Permits and Approved Jurisdictional Determinations send this form to:

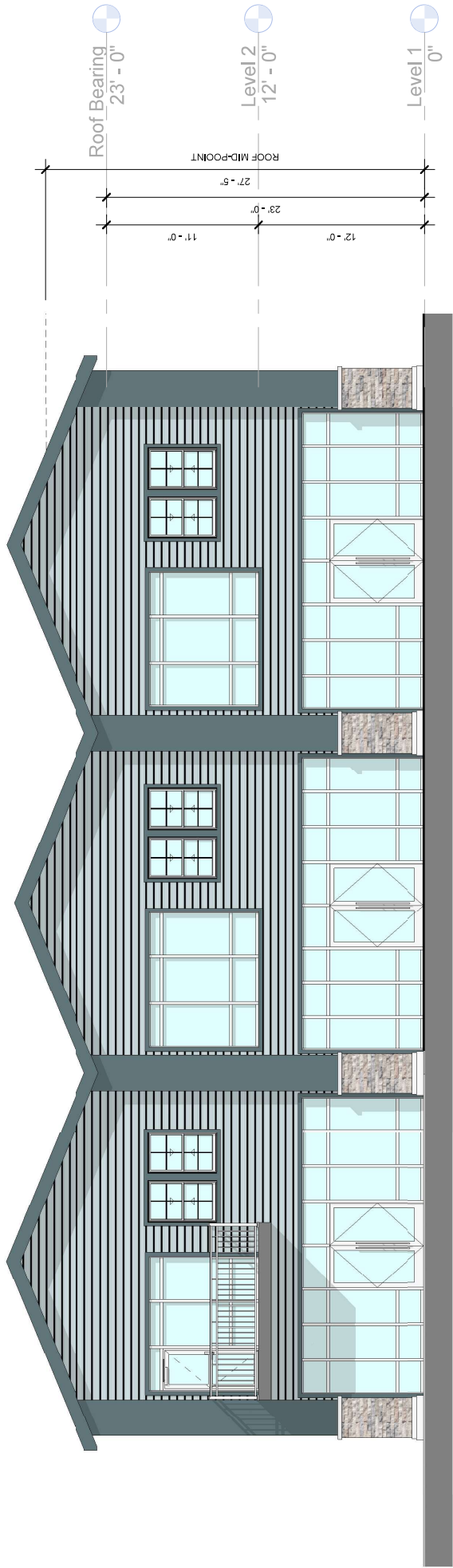
**Division Engineer, Commander, U.S. Army Engineer Division, South Atlantic, Attn: Mr. Philip A. Shannin, Administrative Appeal Officer, CESAD-PDO, 60 Forsyth Street, Room 10M15, Atlanta, Georgia 30303-8801
Phone: (404) 562-5137**



NTS 4-29-22

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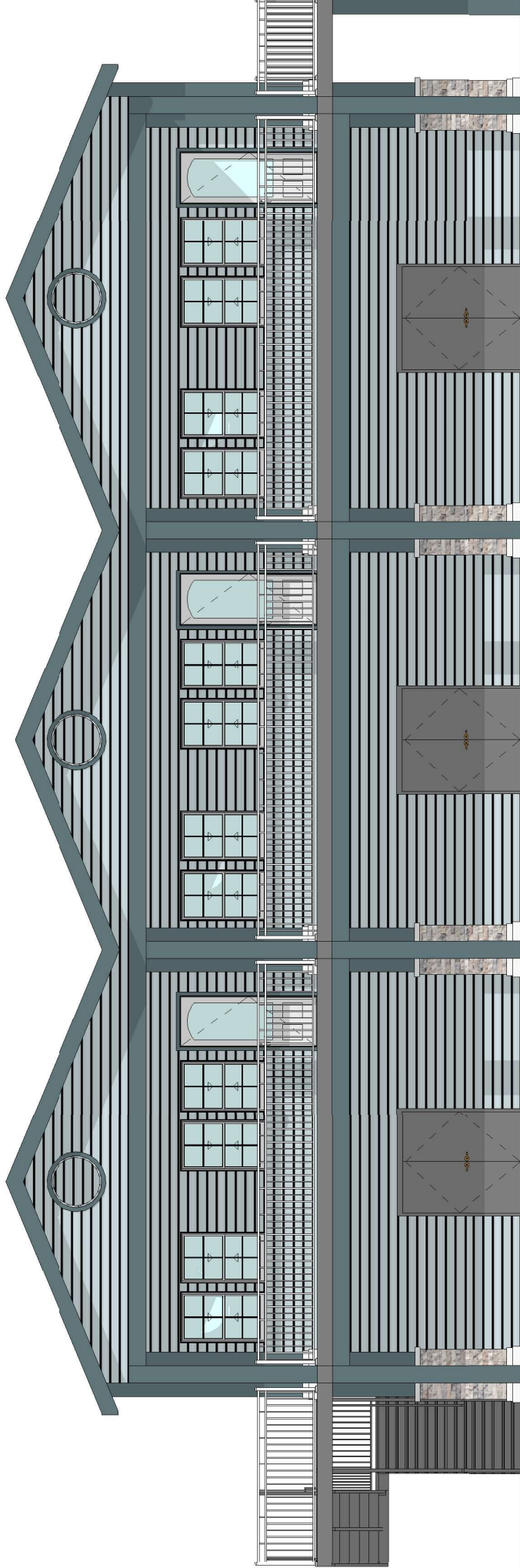
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2
A404

South Elevation

1/8" = 1'-0"



1 North Elevation

1/8" = 1'-0"

1
A403

SUPPLEMENT-EZ COVER PAGE

[FORMS LOADED](#)

PROJECT INFORMATION

1	Project Name	Corolla Boat Club
2	Project Area (ac)	26.99
3	Coastal Wetland Area (ac)	7.52
4	Surface Water Area (ac)	1.69
5	Is this project High or Low Density?	Low
6	Does this project use an off-site SCM?	No

COMPLIANCE WITH 02H .1003(4)

7	Width of vegetated setbacks provided (feet)	30
8	Will the vegetated setback remain vegetated?	Yes
9	If BUA is proposed in the setback, does it meet NCAC 02H.1003(4)(c-d)?	N/A
10	Is streambank stabilization proposed on this project?	No

NUMBER AND TYPE OF SCMs:

11	Infiltration System	
12	Bioretention Cell	
13	Wet Pond	
14	Stormwater Wetland	
15	Permeable Pavement	
16	Sand Filter	
17	Rainwater Harvesting (RWH)	
18	Green Roof	
19	Level Spreader-Filter Strip (LS-FS)	
20	Disconnected Impervious Surface (DIS)	
21	Treatment Swale	
22	Dry Pond	
23	StormFilter	
24	Silva Cell	
25	Bayfilter	
26	Filterra	

[FORMS LOADED](#)

DESIGNER CERTIFICATION

27	Name and Title:	David A. Deel, P.E.
28	Organization:	Deel Engineering, PLLC
29	Street address:	322 West Wilkinson Street
30	City, State, Zip:	Kill Devil Hills, NC 27948
31	Phone number(s):	(252)202-3803
32	Email:	dadeeleng@gmail.com

Certification Statement:

I certify, under penalty of law that this Supplement-EZ form and all supporting information were prepared under my direction or supervision; that the information provided in the form is, to the best of my knowledge and belief, true, accurate, and complete; and that the engineering plans, specifications, operation and maintenance agreements and other supporting information are consistent with the information provided here.

Designer



David A. Deel

Signature of Designer

4/23/2024

Date

DRAINAGE AREAS

1	Is this a high density project?	No
2	If so, number of drainage areas/SCMs	0
3	Does this project have low density areas?	Yes
4	If so, number of low density drainage areas	1
5	Is all/part of this project subject to previous rule versions?	No

[FORMS LOADED](#)

DRAINAGE AREA INFORMATION		Entire Site	LD 1
4	Type of SCM	n/a	n/a
5	Total drainage area (sq ft)	1,175,504	1,175,504
6	Onsite drainage area (sq ft)	1,175,504	1,175,504
7	Offsite drainage area (sq ft)	0	0
8	Total BUA in project (sq ft)	225741 sf	225741 sf
9	New BUA on subdivided lots (subject to permitting) (sq ft)	sf	sf
10	New BUA not on subdivided lots (subject to permitting) (sf)	225741 sf	225741 sf
11	Offsite BUA (sq ft)	sf	sf
12	Breakdown of new BUA not on subdivided lots:		
	- Parking (sq ft)	111434 sf	111434 sf
	- Sidewalk (sq ft)	31931 sf	31931 sf
	- Roof (sq ft)	68872 sf	68872 sf
	- Roadway (sq ft)	sf	sf
	- Future (sq ft)	12000 sf	12000 sf
	- Other, please specify in the comment box below (sq ft)	1504 sf	1504 sf
13	New infiltrating permeable pavement on subdivided lots (sq ft)	sf	sf
14	New infiltrating permeable pavement not on subdivided lots (sq ft)	sf	sf
15	Existing BUA that will remain (not subject to permitting) (sq ft)	sf	sf
16	Existing BUA that is already permitted (sq ft)	sf	sf
17	Existing BUA that will be removed (sq ft)	sf	sf
18	Percent BUA	19%	19%
19	Design storm (inches)	1.5 in	1.5 in
20	Design volume of SCM (cu ft)	n/a	n/a
21	Calculation method for design volume	n/a	n/a

ADDITIONAL INFORMATION

22	Please use this space to provide any additional information about the drainage area(s):
Item 12: "Other" refers to miscellaneous coverage for things like dumpster pad and pickleball court.	

Operation & Maintenance Agreement

Project Name: Corolla Boat Club
Project Location: Malia Drive, Corolla, Currituck Co, NC

Cover Page

Maintenance records shall be kept on the following SCM(s). This maintenance record shall be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired, or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the pollutant removal efficiency of the SCM(s).

The SCM(s) on this project include (check all that apply & corresponding O&M sheets will be added automatically):

Infiltration Basin	Quantity:	<input type="text"/>	Location(s):	<input type="text"/>
Infiltration Trench	Quantity:	<input type="text"/>	Location(s):	<input type="text"/>
Bioretention Cell	Quantity:	<input type="text"/>	Location(s):	<input type="text"/>
Wet Pond	Quantity:	<input type="text"/>	Location(s):	<input type="text"/>
Stormwater Wetland	Quantity:	<input type="text"/>	Location(s):	<input type="text"/>
Permeable Pavement	Quantity:	1	Location(s):	Distributed throughout the parking areas
Sand Filter	Quantity:	<input type="text"/>	Location(s):	<input type="text"/>
Rainwater Harvesting	Quantity:	<input type="text"/>	Location(s):	<input type="text"/>
Green Roof	Quantity:	<input type="text"/>	Location(s):	<input type="text"/>
Level Spreader - Filter Strip	Quantity:	<input type="text"/>	Location(s):	<input type="text"/>
Proprietary System	Quantity:	<input type="text"/>	Location(s):	<input type="text"/>
Treatment Swale	Quantity:	<input type="text"/>	Location(s):	<input type="text"/>
Dry Pond	Quantity:	<input type="text"/>	Location(s):	<input type="text"/>
Disconnected Impervious Surface	Present:	No	Location(s):	<input type="text"/>
User Defined SCM	Present:	No	Location(s):	<input type="text"/>
Low Density	Present:	Yes	Type:	Dispersed flow only

I acknowledge and agree by my signature below that I am responsible for the performance of the maintenance procedures listed for each SCM above, and attached O&M tables. I agree to notify NCDEQ of any problems with the system or prior to any changes to the system or responsible party.

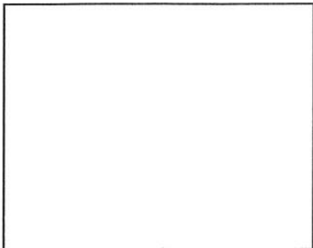
Responsible Party:	Richard C. Willis
Title & Organization:	President, Outer Banks Ventures, Inc. Registered Agent, Corolla Boat Club, LLC
Street address:	815E Ocean Trail 1099 Ocean Trail
City, state, zip:	Corolla, NC 27927
Phone number(s):	<input type="text"/>
Email:	rcwillis@outerbanksventures.com

Signature: _____

Date: _____

I, _____, a Notary Public for the State of _____
 County of _____, do hereby certify that _____
 personally appeared before me this _____ day of _____ and
 acknowledge the due execution of the Operations and Maintenance Agreement.

Witness my hand and official seal, _____.



Seal

My commission expires _____

Permeable Pavement Maintenance Requirements

Once a year, the Simple Infiltration Test shall be performed and any deficiencies in surface permeability shall be addressed.

At all times, the permeable pavement shall be kept free of:

- Debris and particulate matter through frequent blowing that removes such debris, particularly during the fall and spring.
- Piles of soil, sand, mulch, building materials or other materials that could deposit particulates on the pavement.
- Piles of snow and ice.
- Chemicals of all kinds, including deicers.

After the permeable pavement is constructed, it shall be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches (or 1.5 inches if in a Coastal County)**. Records of operation and maintenance shall be kept in a known set location and shall be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How to remediate the problem:
The perimeter of the permeable pavement	Areas of bare soil and/or erosion gullies have formed.	Regrade the soil if necessary to remove the gully, plant ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	A vegetated area drains toward the pavement.	Regrade the area so that it drains away from the pavement, then plant ground cover and water until established.
The surface of the permeable pavement	Trash/debris is present.	Remove the trash/debris.
	Weeds are present.	Do not pull the weeds (may pull out media as well). Spray them with a systemic herbicide such as glyphosate and then return within the week to remove them by hand. (Another option is to pour boiling water on them or steam them.)
	Sediment has accumulated on the permeable pavement surface.	Remove the sediment with a mechanical sweeper, regenerative air cleaner or vacuum truck as appropriate.
	The permeable pavement surface is rutting, cracking, slumping or otherwise damaged.	Consult an appropriate professional.
Observation well	Water is present more than three days after a storm event.	Clean out any clogged underdrain pipes. Consult an appropriate professional for clogged soil subgrade.
Educational sign	The sign is missing or damaged.	Replace the sign.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Repair the damage and improve the flow dissipation structure.
	Discharges from the permeable pavement are causing erosion or sedimentation in the receiving water.	Contact the local NCDEQ Regional Office.

Low Density Maintenance Requirements

Important maintenance procedures:

- The drainage area to the vegetated conveyance or vegetated receiving area will be carefully managed to reduce the sediment load to the vegetated conveyance or vegetated receiving area.
- After the initial fertilization to establish the grass in the vegetated conveyance or the vegetated receiving area, fertilizer will not be applied to the vegetated receiving areas.

The vegetated conveyance or vegetated receiving area will be inspected **quarterly** . Records of operation and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How to remediate the problem:
Vegetation	Vegetation is too short or too long.	Maintain grassed vegetation such that the swale or vegetated area does not erode during the peak flow from the 10-year storm
Vegetated receiving areas	Trash/debris is present.	Remove the trash/debris.
	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then re-sod (or plant with other appropriate species) and water until established. Provide lime and a one-time fertilizer application.
The outlet device (if applicable)	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Repair the damage and improve the flow dissipation structure.
	Discharges from the site are causing erosion or sedimentation in the receiving water.	Contact the local NCDEQ Regional Office.

DEMLR USE ONLY		
Date Received	Fee Paid	Permit Number
Applicable Rules: <input type="checkbox"/> Coastal SW - 1995 <input type="checkbox"/> Coastal SW - 2008 <input type="checkbox"/> Ph II - Post Construction (select all that apply) <input type="checkbox"/> Non-Coastal SW- HQW/ORW Waters <input type="checkbox"/> Universal Stormwater Management Plan <input type="checkbox"/> Other WQ Mgmt Plan: _____		

State of North Carolina
Department of Environment and Natural Resources
Division of Energy, Mineral and Land Resources

STORMWATER MANAGEMENT PERMIT APPLICATION FORM

This form may be photocopied for use as an original

I. GENERAL INFORMATION

- Project Name (subdivision, facility, or establishment name - should be consistent with project name on plans, specifications, letters, operation and maintenance agreements, etc.):
Corolla Boat Club (formerly permitted as "Corolla Boat Club - North")
- Location of Project (street address):
South side of Malia Drive, approximately 255 feet west of the intersection of Malia Drive and NC 12
 City: Corolla County: Currituck Zip: 27927
- Directions to project (from nearest major intersection):
Project is located on the South side of Malia Drive, approximately 255 feet west of the intersection of Malia Drive and NC 12.
- Latitude: 36° 19' 43.67" N Longitude: 75° 49' 08.17" W of the main entrance to the project.

II. PERMIT INFORMATION:

- a. Specify whether project is (check one): New Modification Renewal w/ Modification[†]
†Renewals with modifications also requires SWU-102 - Renewal Application Form
 b. If this application is being submitted as the result of a **modification** to an existing permit, list the existing permit number SW7230209, its issue date (if known) April 10, 2023, and the status of construction: Not Started Partially Completed* Completed* **provide a designer's certification*
- Specify the type of project (check one):
 Low Density High Density Drains to an Offsite Stormwater System Other
- If this application is being submitted as the result of a **previously returned application** or a **letter from DEMLR requesting a state stormwater management permit application**, list the stormwater project number, if assigned, _____ and the previous name of the project, if different than currently proposed, _____.
- a. Additional Project Requirements (check applicable blanks; information on required state permits can be obtained by contacting the Customer Service Center at 1-877-623-6748):
 CAMA Major Sedimentation/Erosion Control: _____ ac of Disturbed Area
 NPDES Industrial Stormwater 404/401 Permit: Proposed Impacts _____

 b. If any of these permits have already been acquired please provide the Project Name, Project/Permit Number, issue date and the type of each permit: _____
- Is the project located within 5 miles of a public airport? No Yes
If yes, see S.L. 2012-200, Part VI: <http://portal.ncdenr.org/web/lr/rules-and-regulations>

III. CONTACT INFORMATION

1. a. Print Applicant / Signing Official's name and title (specifically the developer, property owner, lessee, designated government official, individual, etc. who owns the project):

Applicant/Organization: Corolla Boat Club, LLC

Signing Official & Title: Richard C. Willis, Registered Agent

b. Contact information for person listed in item 1a above:

Street Address: 1099 Ocean Trail

City: Corolla State: NC Zip: 27927

Mailing Address (if applicable): P.O. Box 549

City: Corolla State: NC Zip: 27927

Phone: () Fax: ()

Email: rcwillis@outerbanksventures.com

c. Please check the appropriate box. The applicant listed above is:

- The property owner (Skip to Contact Information, item 3a)
- Lessee* (Attach a copy of the lease agreement and complete Contact Information, item 2a and 2b below)
- Purchaser* (Attach a copy of the pending sales agreement and complete Contact Information, item 2a and 2b below)
- Developer* (Complete Contact Information, item 2a and 2b below.)

2. a. Print Property Owner's name and title below, if you are the lessee, purchaser or developer. (This is the person who owns the property that the project is located on):

Property Owner/Organization: same as applicant

Signing Official & Title: _____

b. Contact information for person listed in item 2a above:

Street Address: _____

City: _____ State: _____ Zip: _____

Mailing Address (if applicable): _____

City: _____ State: _____ Zip: _____

Phone: () Fax: ()

Email: _____

3. a. (Optional) Print the name and title of another contact such as the project's construction supervisor or other person who can answer questions about the project:

Other Contact Person/Organization: _____

Signing Official & Title: _____

b. Contact information for person listed in item 3a above:

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: () Fax: ()

Email: _____

4. Local jurisdiction for building permits: Currituck County

Point of Contact: Bill Newns Phone #: (252) 232-6023

IV. PROJECT INFORMATION

1. In the space provided below, briefly summarize how the stormwater runoff will be treated.

This project proposes to build 19.92% BUA in a 26.99 acre Project Area. Runoff from developed areas will be allowed to flow overland to the surrounding open space, wetland, and existing pond.

2. a. **If claiming vested rights**, identify the supporting documents provided and the date they were approved:

- Approval of a Site Specific Development Plan or PUD Approval Date: _____
- Valid Building Permit Issued Date: _____
- Other: _____ Date: _____

b. **If claiming vested rights**, identify the regulation(s) the project has been designed in accordance with:

- Coastal SW - 1995
- Ph II - Post Construction

3. Stormwater runoff from this project drains to the Pasquotank River basin.

4. Total Property Area: 36.20 acres
 5. Total Coastal Wetlands Area: 7.52 acres
 6. Total Surface Water Area: 1.69 acres

7. Total Property Area (4) - Total Coastal Wetlands Area (5) - Total Surface Water Area (6) = Total Project Area*: 26.99 acres

* Total project area shall be calculated to exclude the following: the normal pool of impounded structures, the area between the banks of streams and rivers, the area below the Normal High Water (NHW) line or Mean High Water (MHW) line, and coastal wetlands landward from the NHW (or MHW) line. The resultant project area is used to calculate overall percent built upon area (BUA). Non-coastal wetlands landward of the NHW (or MHW) line may be included in the total project area.

8. Project percent of impervious area: (Total Impervious Area / Total Project Area) X 100 = 19.2 %

9. How many drainage areas does the project have? 1 (For high density, count 1 for each proposed engineered stormwater BMP. For low density and other projects, use 1 for the whole property area)

10. Complete the following information for each drainage area identified in Project Information item 9. If there are more than four drainage areas in the project, attach an additional sheet with the information for each area provided in the same format as below.

Basin Information	Drainage Area <u>1</u>	Drainage Area <u> </u>	Drainage Area <u> </u>	Drainage Area <u> </u>
Receiving Stream Name	Sanders Bay			
Stream Class *	SC			
Stream Index Number *	30-1-11			
Total Drainage Area (sf)	1,175,504			
On-site Drainage Area (sf)	1,175,504			
Off-site Drainage Area (sf)	0			
Proposed Impervious Area ** (sf)	225,741			
% Impervious Area ** (total)	19.2%			

Impervious** Surface Area	Drainage Area <u>1</u>	Drainage Area <u> </u>	Drainage Area <u> </u>	Drainage Area <u> </u>
On-site Buildings/Lots (sf)	68,872			
On-site Streets (sf)	0			
On-site Parking (sf)	111,434			
On-site Sidewalks (sf)	31,931			
Other on-site (sf)	1,504			
Future (sf)	12,000			
Off-site (sf)	0			
Existing BUA*** (sf)	0			
Total (sf):	225,741			

* Stream Class and Index Number can be determined at: <http://portal.ncdenr.org/web/wq/ps/csu/classifications>

** Impervious area is defined as the built upon area including, but not limited to, buildings, roads, parking areas, sidewalks, gravel areas, etc.

*** Report only that amount of existing BUA that will remain after development. Do not report any existing BUA that is to be removed and which will be replaced by new BUA.

11. How was the off-site impervious area listed above determined? Provide documentation. _____

AutoCAD Area Routine

Projects in Union County: Contact DEMLR Central Office staff to check if the project is located within a Threatened & Endangered Species watershed that may be subject to more stringent stormwater requirements as per 15A NCAC 02B .0600.

V. SUPPLEMENT AND O&M FORMS

The applicable state stormwater management permit supplement and operation and maintenance (O&M) forms must be submitted for each BMP specified for this project. The latest versions of the forms can be downloaded from <http://portal.ncdenr.org/web/wq/ws/su/bmp-manual>.

VI. SUBMITTAL REQUIREMENTS

Only complete application packages will be accepted and reviewed by the Division of Energy, Mineral and Land Resources (DEMLR). A complete package includes all of the items listed below. A detailed application instruction sheet and BMP checklists are available from http://portal.ncdenr.org/web/wq/ws/su/statesw/forms_docs. The complete application package should be submitted to the appropriate DEMLR Office. (The appropriate office may be found by locating project on the interactive online map at <http://portal.ncdenr.org/web/wq/ws/su/maps>.)

Please **indicate that the following required information have been provided by initialing** in the space provided for each item. All original documents MUST be signed and initialed in **blue ink**. **Download the latest versions for each submitted application package** from http://portal.ncdenr.org/web/wq/ws/su/statesw/forms_docs.

Initials

1. *Original and one copy* of the Stormwater Management Permit Application Form. _____
2. *Original and one copy* of the signed and notarized Deed Restrictions & Protective Covenants Form. (if required as per Part VII below) _____
3. *Original* of the applicable Supplement Form(s) (sealed, signed and dated) **and** O&M agreement(s) for each BMP. _____
4. Permit application processing fee of \$505 *payable to NCDENR*. (For an Express review, refer to <http://www.envhelp.org/pages/onestopexpress.html> for information on the Express program and the associated fees. Contact the appropriate regional office Express Permit Coordinator for additional information and to schedule the required application meeting.) _____
5. A detailed narrative (one to two pages) describing the stormwater treatment/management for the project. This is required in addition to the brief summary provided in the Project Information, item 1. _____
6. A USGS map identifying the site location. If the receiving stream is reported as class SA or the receiving stream drains to class SA waters within ½ mile of the site boundary, include the ½ mile radius on the map. _____
7. Sealed, signed and dated calculations (one copy). _____
8. Two sets of plans folded to 8.5" x 14" (sealed, signed, & dated), including: _____
 - a. Development/Project name.
 - b. Engineer and firm.
 - c. Location map with named streets and NCSR numbers.
 - d. Legend.
 - e. North arrow.
 - f. Scale.
 - g. Revision number and dates.
 - h. Identify all surface waters on the plans by delineating the normal pool elevation of impounded structures, the banks of streams and rivers, the MHW or NHW line of tidal waters, and any coastal wetlands landward of the MHW or NHW lines.
 - Delineate the vegetated buffer landward from the normal pool elevation of impounded structures, the banks of streams or rivers, and the MHW (or NHW) of tidal waters.
 - i. Dimensioned property/project boundary with bearings & distances.
 - j. Site Layout with all BUA identified and dimensioned.
 - k. Existing contours, proposed contours, spot elevations, finished floor elevations.
 - l. Details of roads, drainage features, collection systems, and stormwater control measures.
 - m. Wetlands delineated, or a note on the plans that none exist. (Must be delineated by a qualified person. Provide documentation of qualifications and identify the person who made the determination on the plans.
 - n. Existing drainage (including off-site), drainage easements, pipe sizes, runoff calculations.
 - o. Drainage areas delineated (included in the main set of plans, not as a separate document).

- p. Vegetated buffers (where required).
9. Copy of any applicable soils report with the associated SHWT elevations (Please identify elevations in addition to depths) as well as a map of the boring locations with the existing elevations and boring logs. Include an 8.5" x 11" copy of the NRCS County Soils map with the project area clearly delineated. For projects with infiltration BMPs, the report should also include the soil type, expected infiltration rate, and the method of determining the infiltration rate. **(Infiltration Devices submitted to WiRO: Schedule a site visit for DEMLR to verify the SHWT prior to submittal, (910) 796-7378.)**
 10. A copy of the most current property deed. Deed book: 1759 Page No: 448
 11. For corporations and limited liability corporations (LLC): Provide documentation from the NC Secretary of State or other official documentation, which supports the titles and positions held by the persons listed in Contact Information, item 1a, 2a, and/or 3a per 15A NCAC 2H.1003(e). The corporation or LLC must be listed as an active corporation in good standing with the NC Secretary of State, otherwise the application will be returned.
<http://www.secretary.state.nc.us/Corporations/CSearch.aspx>

VII. DEED RESTRICTIONS AND PROTECTIVE COVENANTS

For all subdivisions, outparcels, and future development, the appropriate property restrictions and protective covenants are required to be recorded prior to the sale of any lot. If lot sizes vary significantly or the proposed BUA allocations vary, a table listing each lot number, lot size, and the allowable built-upon area must be provided as an attachment to the completed and notarized deed restriction form. The appropriate deed restrictions and protective covenants forms can be downloaded from http://portal.ncdenr.org/web/lr/state-stormwater-forms_docs. Download the latest versions for each submittal.

In the instances where the applicant is different than the property owner, it is the responsibility of the property owner to sign the deed restrictions and protective covenants form while the applicant is responsible for ensuring that the deed restrictions are recorded.

By the notarized signature(s) below, the permit holder(s) certify that the recorded property restrictions and protective covenants for this project, if required, shall include all the items required in the permit and listed on the forms available on the website, that the covenants will be binding on all parties and persons claiming under them, that they will run with the land, that the required covenants cannot be changed or deleted without concurrence from the NC DEMLR, and that they will be recorded prior to the sale of any lot.

VIII. CONSULTANT INFORMATION AND AUTHORIZATION

Applicant: Complete this section if you wish to designate authority to another individual and/or firm (such as a consulting engineer and/or firm) so that they may provide information on your behalf for this project (such as addressing requests for additional information).

Consulting Engineer: David A. Deel, P.E.

Consulting Firm: Deel Engineering, PLLC

Mailing Address: P.O. Box 3901

City: Kill Devil Hills State: NC Zip: 27964

Phone: (252) 202-3803 Fax: ()

Email: dadeeleng@gmail.com

IX. PROPERTY OWNER AUTHORIZATION (if Contact Information, item 2 has been filled out, complete this section)

I, (print or type name of person listed in Contact Information, item 2a) _____, certify that I own the property identified in this permit application, and thus give permission to (print or type name of person listed in Contact Information, item 1a) _____ with (print or type name of organization listed in Contact Information, item 1a) _____ to develop the project as currently proposed. A copy of the lease agreement or pending property sales contract has been provided with the submittal, which indicates the party responsible for the operation and maintenance of the stormwater system.

As the legal property owner I acknowledge, understand, and agree by my signature below, that if my designated agent (entity listed in Contact Information, item 1) dissolves their company and/or cancels or defaults on their lease agreement, or pending sale, responsibility for compliance with the DEMLR Stormwater permit reverts back to me, the property owner. As the property owner, it is my responsibility to notify DEMLR immediately and submit a completed Name/Ownership Change Form within 30 days; otherwise I will be operating a stormwater treatment facility without a valid permit. I understand that the operation of a stormwater treatment facility without a valid permit is a violation of NC General Statute 143-215.1 and may result in appropriate enforcement action including the assessment of civil penalties of up to \$25,000 per day, pursuant to NCGS 143-215.6.

Signature: *[Handwritten Signature]* Date: 4/24/24

I, _____, a Notary Public for the State of _____, County of _____, do hereby certify that _____ personally appeared before me this ___ day of _____, _____, and acknowledge the due execution of the application for a stormwater permit. Witness my hand and official seal, _____



SEAL

My commission expires _____

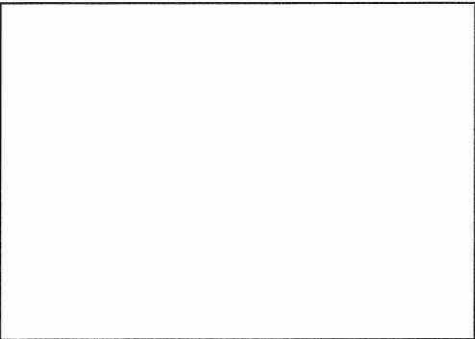
X. APPLICANT'S CERTIFICATION

I, (print or type name of person listed in Contact Information, item 1a) Richard C. Willis, Registered Agent, Corolla Boat Club, LLC

certify that the information included on this permit application form is, to the best of my knowledge, correct and that the project will be constructed in conformance with the approved plans, that the required deed restrictions and protective covenants will be recorded, and that the proposed project complies with the requirements of the applicable stormwater rules under 15A NCAC 2H .1000 and any other applicable state stormwater requirements.

Signature: *[Handwritten Signature]* Date: 4/24/24

I, _____, a Notary Public for the State of _____, County of _____, do hereby certify that _____ personally appeared before me this ___ day of _____, _____, and acknowledge the due execution of the application for a stormwater permit. Witness my hand and official seal, _____



SEAL

My commission expires _____