

ENGINEERING CERTIFICATION

Permittee: Currituck Water & Sewer, LLC  
Permit No: WQDC43948  
Project: Flora Farms

Issue Date: November 30, 2022  
County: Currituck

This project shall not be considered complete nor allowed to operate in accordance with Condition 7 of this permit until the Division has received this Certification and all required supporting documentation, which includes:

- One copy of the project construction record drawings (plan & profile views of sewer lines & force mains) of the wastewater collection system extension. Final record drawings should be clear on the plans or on digital media (CD or DVD disk) and are defined as the design drawings that are marked up or annotated with after construction information and show required buffers, separation distances, material changes, etc.

Permit modifications are required for any changes resulting in non-compliance with this permit. A detailed description for partial certifications should be attached to this form along with any certification comments.

Certification should be submitted in a manner that documents the Division's receipt. The Permittee is responsible for tracking all partial certifications up until a final certification is received.

PERMITTEE'S CERTIFICATION

I, the undersigned agent for the Permittee, hereby state that this project has been constructed pursuant to the applicable standards & requirements, the Professional Engineer below has provided applicable design/construction information to the Permittee, and the Permittee is prepared to operate & maintain the wastewater collection system permitted herein or portions thereof.

Michael Myers, Manager

*[Handwritten Signature]*  
Signature

12/11/2024  
Date

Printed Name, Title

ENGINEER'S CERTIFICATION

I, Mark S. Bissell as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe  periodically,  weekly,  full time) the construction of the project name and location as referenced above for the above Permittee hereby state that, to the best of my abilities, due care and diligence was used in the observation of the following construction: approximately 10,482 linear feet of 8-inch gravity sewer; a 511.5-gallon per minute pump station with duplex pumps, on-site audible and visual high water alarms, telemetry, and a permanent generator with automatic transfer switch; as well as approximately 2,080 linear feet of 6-inch force main; to serve as part of the Flora Farms project (PROJECT INFO-131 three-bedroom homes, 1.12 acres of unknown commercial use (880 gal/acre), and a swimming pool), and the discharge of 49,146 gallons per day of collected domestic and commercial wastewater into the Eagle Creek Wastewater Treatment and Reclaimed Water Utilization System, and in conformity with the project plans, specifications, supporting documents, and design criteria subsequently filed and approved. I certify that the construction of the above referenced project was observed to be built within substantial compliance and intent of the approved plans and specifications.

North Carolina Professional Engineer's Seal w/signature & date:

- Final  Partial (include description)

Certification covers gravity sewers on Leif Street and Miriam Street West only (1,895' of 8" PVC and 138' of 8" DIP gravity sewer) and 30 service connections to serve lots 28-57 (30 single family lots).



Send the Completed Form & Supporting Documentation to the Following Address:

DWR WATER QUALITY PERMITTING SECTION  
WASTEWATER BRANCH - MUNICIPAL PERMITTING UNIT  
1617 Mail Service Center  
Raleigh, NC 27599

**FLORA PHASE 1B BOND COMPUTATIONS for LOC**

**12-12-24**

**Phase 1B:**

Sidewalk Bond: 6,176 LF @ \$24.75/LF = \$152,856 x 115% =	\$175,784.40
Pavement Markings (C&L Concrete Quote) \$2,000 x 115% =	\$ 2,300.00
Street Lights: (Receipt Attached): =	0.00
Trees and Shrubs (Coastal Quote): \$24,104 x 115% =	<u>\$ 27,719.60</u>
<b>TOTAL:</b>	<b>\$205,804.00</b>

PROPOSAL / QUOTATION

BISSELL PROFESSIONAL GROUP

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

PROJECT
FLORA FARM PHASE 1B SIDEWALKS
MOYOCK, NC
PLAN DATE: 1/11/2024

Contact: MARK BISSELL
Phone:
Fax:
Email:
Bid Date:
Revision: 0

Table with 5 columns: DESCRIPTION, QTY, COST, UNIT, AMOUNT. Row 1: 5' x 4" CONC. SIDEWALK NONREINFORCED, BROOM FINISH, 6176.00, \$24.75, LF, \$152,856.00

EXCLUDES:

- TERMS AND CONDITIONS:
1. Item base bid. Qty's to be determined by actual field measurements upon completion of work.
2. Any broken and/or damaged concrete to be repaired on time and material basis.
3. All work to be accessible by truck under its own power with no external assistance. All quoted concrete is 3000 psi unless noted otherwise.
4. Grade: to be + or - 0.10'
5. Price excludes: permits and bonds, engineering, surveying, layout, independent testing, traffic control, excavation, landscaping, stone under concrete, select fill, (not responsible for unsuitable subgrade, undercut or fill), concrete pumping, concrete sealing, joint sealing and any associated sawcutting, concrete steps, drop inlet/drain box collars, brick pavers, retaining walls, footers, mechanical/electrical pads, dowels and bollards, unless otherwise noted above. ANYTHING NOT ON CIVIL PLANS.
6. Prices: Are based on the total of all line items identified above. If 25% or more of items are deleted from total quote, as presented above, the unit prices quoted no longer apply and will need to be re-evaluated. Prices are good for 90 days from proposal date.
7. Change Orders: No Changes will be performed until a fully documented change is executed and approved by the Contractor.
8. Payment: Will be paid to Reliance Concrete Contractor, Inc. regardless of terms set between the GC and owner. Net 30 days from invoice date, unless otherwise agreed to in writing with Reliance Concrete Contractors, Inc.
9. Retainage: All retainage to be paid within 90 days of substantial completion or if job is halted for more than 90 days.
10. Service Charge: Purchaser agrees to pay Reliance Concrete Contractors, Inc. a service charge of 1.5% per month, an annual percentage rate of 18%, on any outstanding balance/invoices past due. This service charge is in addition to and not in lieu of any other remedies Reliance Concrete Contractors, Inc. may have provided; however, Reliance Concrete Contractors Inc. reserves the right to require payment in advance.
11. Attorneys' Fees: Should this account be placed in the hands of an attorney for collections, purchaser agrees to pay an attorney fee of (25%) of the total amount due at the time the account is referred to the attorney. Purchaser further agrees to pay all court costs incurred by RCC, Inc.
12. Warranty: Reliance Concrete Contractors, Inc., as Subcontractor on the project, does hereby guarantee that all work, executed under the plans and specifications provided will be free from defects of materials and workmanship for a period of one (1) year, beginning from the date of substantial completion or determined by RCC, Inc. All defects occurring within that period shall be replaced or repaired at no cost to the Owner; ordinary wear or tear and unusual abuse or neglect notwithstanding. See note 2.

Table with 2 columns: TOTAL PROPOSAL COST, \$152,856.00

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

Submitted By: [Signature] Brian Hamilton, Vice President
Date: 8/30/2024
Accepted by:
Date:

# C & L Concrete Works, Inc.

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

Proposal submitted to: Quality Home Builders Att: Justin , Perry	Phone: Justin 757-816-2006 Perry 757 -478-1205	Date: 12/10/2024
Street:	Job Name: Flora 1B - Striping	
City, State, Zip:	Job Location:	

Description of work and price:

**Flora 1B – Striping**

Stripe all pavement markings per plans/specs

**\$2,000.00**

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

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

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

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

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

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

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

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

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

Date: 12/10/2024

# Coastal Landscapes, Inc.

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

admin@coastallandscapes.hrcox.com...

# Estimate

DATE	Estimate #
12/11/2024	Flora PH 1B

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

Item	Qty	Description	Cost	Total
		Flora Farms Phase 1B Moyock, NC		
MAPLE	31	AO--OCTOBER GLORY MAPLE 2"CAL/8'HT	140.00	4,340.00
GINK	23	GP--PRINCETON SENTRY GINKGO 2"CAL/8'HT	140.00	3,220.00
PLANE TREE	26	PB-- BLOODGOOD LONDON PLANE TREE 2"CAL/8'HT	140.00	3,640.00
OAK	23	QH-- LAUREL OAK 2"CAL/8'HT	140.00	3,220.00
LIV	1	QV-- SOUTHERN LIVE OAK 2"CAL/8'HT	140.00	140.00
ELM	3	UP-- PRINCETON ELM 2"CAL/8'HT	140.00	420.00
ZEL	8	ZV-- VILLAGE GREEN ZELKOVA 2"CAL/8'HT	140.00	1,120.00
ABE	10	AG-- RADIANCE ABELIA 3 GAL/20" HT	25.00	250.00
DBH	6	IB-- DWARF BURFORD HOLLY 3GAL/ 20" HT	25.00	150.00
		POND 6		
MILK	115	MILKWEED 4"POT	4.00	460.00
MISC	78	ES-- JOE PYE WEED 4"POT	4.00	312.00
MISC	60	HM--ROSE MALLOW 4"POT	4.00	240.00
IRIS	77	IV-- IRIS VIRGINIA BLUE FLAG 4"POT	4.00	308.00
MISC	70	PV-- PELTANDRA VIRGINICA ARROW ARUM ? WHAT IS pc ? 4"POT	4.00	280.00
MISC	81	SA-- NARROW LEAF 4"POT	4.00	324.00
MISC	79	SL-- LANCE LEAF ARROWHEAD 4"POT	4.00	316.00
MISC	41	ST-- SOFT STEM BULRUSH 4"POT	4.00	164.00
MULCH	30	REGULAR MULCH (PER YARD)	60.00	1,800.00
SEED	850	SEED - FESCUE & RYE BLEND (PER LBS) BERMUDA GRASS SEED	4.00	3,400.00
				\$24,104.00

Coastal Landscapes Inc., provides all designs, materials, & labor for landscape. All plant materials are guaranteed for 1 year from install. There is no guarantee on annuals, sod, bulbs, perennials, dogwoods, palms, gardenias or plants provided by owner. Plants that have been subject to extreme climatic conditions (ie. flood, freeze, drought), neglect, improper watering, mechanical or animal damage will void guarantee. Estimates are good for 6 weeks. A 50% deposit is required to be placed on the schedule, the remainder is due at completion. Debtor will be responsible for court costs incurred to collect on account. Homeowner is responsible for marking all private utilities, irrigation systems, & lighting prior to landscape installation. Coastal Landscapes is not responsible for any damages. This bill is personally guaranteed by the under signed. Credit card payments will incur a 4% processing fee.

Signature \_\_\_\_\_

Make Checks Payable to:

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

# Invoice

Date	Invoice #
11/25/2024	60633

<b>Bill To</b>	<b>Ship To</b>
Quality Homes of Currituck Justin Old 227 Caratoke Hwy Moyock, NC 27958	Allied Properties c/o Floria Justin Old (252) 435-2718 227 Caratoke Hwy Moyock, NC 27958

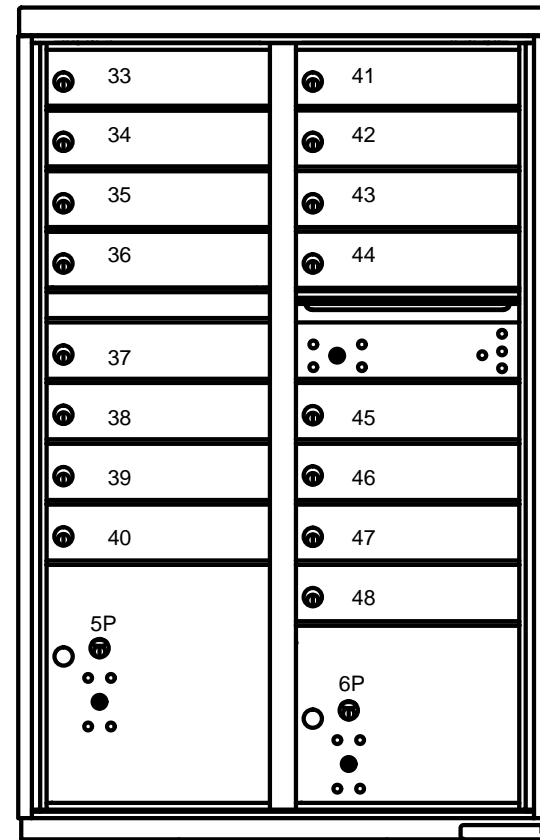
P.O. No.	Terms	Ship Date	Ship Via	FOB
email	Net 30	12/11/2024	Truck Line	DOCK

Item	Qty	Description	Rate	Amount
F181570-16	2	PLEASE REVIEW INVOICE TO ENSURE ORDER IS CORRECT AND SHIPPING INFORMATION IS CORRECT. ALL SHIPMENTS MUST BE ACKNOWLEDGED AND SIGNED FOR. ANY ADDITIONAL FEES IF SHIPMENT IS REDIRECTED OR A DELIVERY APPOINTMENT IS NOT KEPT. We will charge you the additional fees. F-Series Cluster Box Unit - 16 Door Unit - Includes Pedestal - Complies With 1118-F USPS Specs. FINISH: DARK BRONZE DOOR ID: ENGRAVED (SEE ATTACHED ELEVATION)	1,887.00	3,774.00T
Shipping		SHIPPING VIA MOTOR FREIGHT ON A PALLET-INCLUDES LIFT GATE SERVICE (NOT INSIDE DELIVERY), AND 24 HOUR PRE-DELIVERY NOTIFICATION BY THE FREIGHT COMPANY. A SIGNATURE IS REQUIRED FOR EVERY SHIPMENT.  *** IMPORTANT! – Someone MUST be present to sign and accept the delivery. THE PALLETS WILL BE SHRINK WRAPPED IN RED. THE BILL OF LADING WILL HAVE NUMBER OF PALLETS & NUMBER OF CARTONS. IF THE DELIVERY DOESN'T MATCH OR ANY DAMAGED OR MISSING CARTONS SHOULD BE EITHER REFUSED AND/OR NOTED ON THE DELIVERY RECEIPT AND U.S. MAIL SUPPLY SHOULD BE CONTACTED IMMEDIATELY!! WE ARE NOT LIABLE FOR ANY DAMAGED OR MISSING CARTONS AFTER 3 DAYS OF DELIVERY.	442.50	442.50T

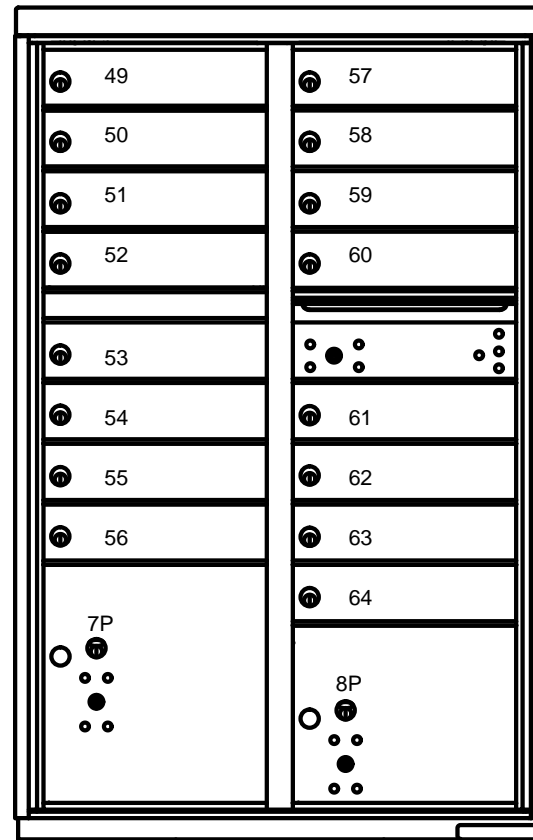
Engraved & Custom products are not returnable.		<b>Subtotal</b>	\$4,216.50
		<b>Sales Tax (6.75%)</b>	\$284.61
		<b>Total</b>	\$4,501.11
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$4,501.11

← Overall w/ Recommended Clearance: →

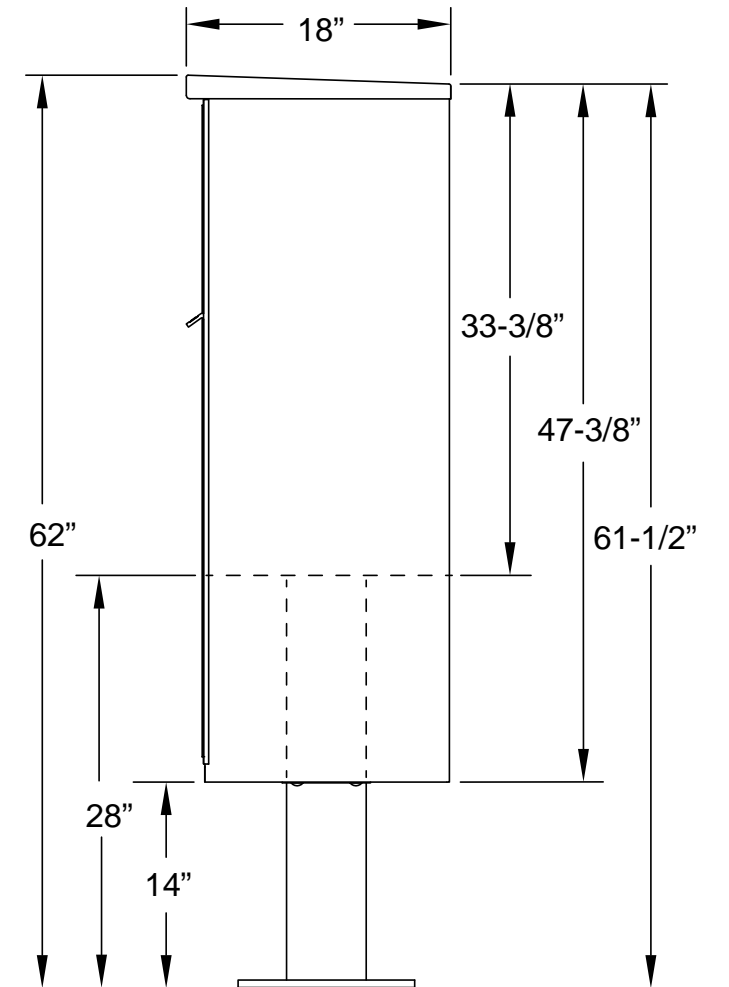
5' 4-1/2"



**1570-16**



**1570-16**



**Configuration Details:**

- 1. **Product Type:** Cluster Box Units
  - 2. **Installation:** Mounted on a pedestal
  - 3. **Finish:** Dark Bronze
  - 4. **Locks:** Standard Cam Lock, 3 keys
  - 5. **Door Id:** Engraving
  - 6. **Master Door:** Prepared for USPS Master Lock
- Note:** Number placement on drawing does not represent the final position of the engraving/decals.

**Models Used:**

(2) 1570-16

**DO NOT SCALE OFF DRAWING**

**Door Sizes Used:**

- (32) 3" H Tenant
- (2) 13-3/8" H Parcel
- (2) 9-7/8" H Parcel

**ELEVATION:** site 1 | **MAILBOXES:** 32 | **PARCELS:** 4

**DEALER:** US MAIL SUPPLY, INC.

**PROJECT NAME:** QUALITY HOMES OF CURRITUCK\_FIORA  
PHASE 1B

**DRAWN BY:** LINDA  
EDENHARDER

**FLORENCE**  
CORPORATION  
5935 Corporate Drive • Manhattan, KS 66503  
www.florencemailboxes.com • 800.275.1747  
A GIBRALTAR INDUSTRIES COMPANY

**DATE:** 11-25-2024

**P.O. NO:**

**SCALE:** NONE

**QUOTE NO:**

**DRAWING NO.**  
WEB-324215

**SHEET 1 OF 1**

December 12, 2024

Construction Payment Invoice



INFUSION PROPERTY MGMT  
227 CARATOKE D HWY  
MOYOCK, NC 27958

**Dominion Energy Information**  
Work Request No. 10735260  
Point of Contact: Morgen S Hand

Flora Fams 1B Watch lights

**Total Amount Due: \$5,323.36**  
**Account No : 250001262337**

**PAID**

To avoid delay in the start of your project please pay upon receipt.

**Payment Options**

**U.S. Mail**

Include "Account No." on your check and mail payment to: Dominion Energy North Carolina  
P.O. Box 26543  
Richmond, VA 23290-0001

**Authorized Payment Centers**

For an Authorized Payment Center near you visit DominionEnergy.com and search "Payment Centers," or call 1-866-366-4357.  
Convenience fee of \$1.50 will be charged by a third-party service provider.  
All Authorized Payment locations accept cash and money order.  
Some locations may accept personal or business checks at their discretion.  
Obtain a paper receipt for your records.

**Credit Card, Debit Card, Purchasing Card or eCheck\***

Pay online at DominionEnergy.com, search "Pay My Bill," or call 1-866-366-4357.

**Convenience fee and transaction limits.**

- \$14.95 per transaction for non-residential customers (up to \$15,000 per transaction)
- Fee charged by Paymentus Corporation, a third-party vendor.

Retain your payment confirmation number for your records.

\*eCheck Option only available over the phone

.....  
Please detach and return this payment coupon with your check made payable to Dominion Energy North Carolina .

**Construction Payment Coupon**

**Notification Date: December 12, 2024**

**Please Pay Upon Receipt**  
**\$5,323.36**

**Amount Enclosed**

**Account No. 250001262337**

INFUSION PROPERTY MGMT  
227 CARATOKE D HWY  
MOYOCK, NC 27958

Send Payment to:

**Dominion Energy North Carolina**  
**P.O. BOX 26543**  
**RICHMOND, VA 23290-0001**

222 250001262337 5000532336 5000532336 61



ROY COOPER  
Governor  
MARY PENNY KELLEY  
Secretary  
RICHARD E. ROGERS, JR.  
Director



December 12, 2024

CURRITUCK COUNTY  
ATTN: DONALD I. MCREE JR., COUNTY MANAGER  
153 COURTHOUSE ROAD  
CURRITUCK, NC 27929

Re: **Partial Final Approval**

Partial Final Approval Date: December 12, 2024

Flora Farms Phase 1 and 2

Serial No.: 22-01013

Water System Name: CURRITUCK COUNTY WATER  
SYSTEM

Water System No.: NC0427010

Currituck County

Dear Sir/Madam:

The Department received an Engineer's Certification and an Applicant's Certification specifying the portion of the referenced project that has been completed. The Engineer's Certification describes the project as "**Flora Farms Phase 1 and 2** Phase 1B covering 8-inch watermain along Leif Street and Miriam Street totaling 1,919 feet and 480 feet of 4-inch waterline on Leif Street to the eastern end, along with approximately 801 feet of 8-inch connecting main on Flora Boulevard (total of 3,200 linear feet), water service connections for Lots 28-57".

The Engineer's Certification verifies that the portion of the project described above was completed in accordance with the engineering plans and specifications approved under Department Serial Number 22-01013. The Applicant's Certification verifies that an Operation and Maintenance Plan and Emergency Management Plan have been completed and are accessible to the operator at all times and available to the department upon request and that the system will have a certified operator as required by 15A NCAC 18C .1300.

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

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

Sincerely,

A handwritten signature in black ink that reads "Rebecca Sadosky".

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

cc: JAMIE MIDGETTE, P.E., Regional Engineer  
Currituck County Health Department  
KIMLEY-HORN



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

ASHTON SMITH, PE  
KIMLEY-HORN  
421 FAYETTEVILLE STREET, SUITE 600  
RALEIGH, NC 27601

## ATTACHMENT "A"

### Flora Farm Phase 1B

#### Reserve Fund Calculations

A. Temporary Reserve Fund Calculation:

1. Phase 1B: Roadway Base Course Construction Cost:	\$ 129,500.00
Roadway Surface Course Construction Cost:	<u>\$188,068.00</u>
Phase 1B Subtotal:	\$317,568.00
2. Phase 1A: Roadway Base Course Construction Cost:	\$ 91,760.00
Roadway Surface Course Construction Cost:	<u>\$141,900.00</u>
Phase 1A Subtotal:	<u>\$233,660.00</u>
Total for Phases 1A and 1B:	\$551,228.00
<u>Temporary Fund Amount:</u> 10% of \$233,660.00 =	<b>\$ 55,122.80</b>

B. Permanent Reserve Fund Calculation:

1. Annual Cost of Common Area Maintenance – Phase 1A:	\$ 24,755.30
2. Annual Cost of Common Area Maintenance – Phase 1B:	\$ 12,468.71
2. Annual Cost of Stormwater Maintenance:	\$3,840.00
2. Annual Cost of Common Area Insurance:	<u>\$ 2,100.00</u>
	<u>\$ 43,164.01</u>
<b><u>Permanent Reserve Fund Amount:</u> 2 x \$43,164.01=</b>	<b>\$ 86,328.02</b>

# C & L Concrete Works, Inc.

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

Proposal submitted to: Quality Home Builders Att: Justin , Perry	Phone: Justin 757-816-2006 Perry 757 -478-1205	Date: 11/21/2024
Street:	Job Name: Flora 1B	
City, State, Zip:	Job Location:	

Description of work and price:

**Flora 1B**

<del>Mobilization</del>	<del>\$800.00</del>
<del>Fine Grading</del>	<del>\$4,500.00</del>
Mariam Drive West – 2400 SY (286 tons)	\$37,752.00
Lief Street – 2700 SY (321 tons)	\$42,372.00
Flora Blvd – 2966 SY (360 tons)	\$47,520.00
Round A-Bout – (100 tons)	<u>\$13,200.00</u>
	<del>\$193,368.00</del>
	\$188,068.00

\*\*Based on current FOB pickup price from Alan Myers Chesapeake plant.

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

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

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

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

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

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

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

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

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

Date: 11/21/2024

# **Countryscapes Landscaping, Inc.**

366 North Gregory Road  
Shawboro, N. C.  
27973

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Phone 252-338-2479                      countryscapesclay@hotmail.com  
Fax 252-331-2380  
Cell 252-202-7072 Gary Cartwright  
Cell 252-202-6645 Clay Cartwright

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Stone for 1B Flora is 3,500 tons at \$37.00 per ton totaling \$129,500.00.

Clay Cartwright  
Vice President  
Countryscapes Landscaping, Inc.



# Schultz Lawns Apes Inc.

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Complete Commercial and Residential Landscape  
Design & Maintenance

December 3, 2024

Schultz Lawns Apes  
115 North County Drive  
Waverly, Virginia 23890

Flora Farms  
Moyock, North Carolina

Dear Sir or Madam:

Schultz Lawns Apes is honored to submit our proposal for landscape maintenance at Flora Farms. Schultz Lawns Apes has been an established and reliable company since 2011, with an excellent track record for the best customer satisfaction. We have never compromised on the quality and the services provided to our customers. We believe in keeping the customers happy and providing them with services at a very competent price. We have an excellent staff that will guide you with their best ideas by keeping in constant touch with you.

Our business was started in Waverly, Va, which is where our main office is located. Since our inception in 2011, we have grown tremendously, and we now have 3 locations, Waverly, Richmond, and Newport News. We are confident in the abilities of our trained staff to not only meet your high expectations, but to exceed them.

The annual 12-month contract price for general landscape maintenance of the entrance, retention pond, stormwater drainage areas, road frontage, and common areas within phase (1B) of Flora Farms is \$12,468.71. If you have any questions or concerns, please don't hesitate to contact us.

Thank you for the opportunity and we hope to be of service to Flora Farms very soon!

Best Regards,

Daniel McKenney, Senior Sales / Business Developer



Proposal #22125

Date: 11/11/2024

**Customer:**

Jessica Campanello  
 Goodman Management Group  
 249 Central Park Avenue  
 Suite 300-61  
 Virginia Beach, VA 23462

On behalf of: Flora Estates - Hereinafter collectively referred to as "Client" or "Owner."

**Property:**

Flora Estates  
 101 Ryker Road E  
 Moyock, NC 27958

**Pond Maintenance (1 Pond)**

Dragonfly Pond Works is an environmental service company specializing in stormwater management, including pond and lake maintenance. Since 2006, Dragonfly has performed both routine maintenance and repairs on lakes, ponds, wetlands, sand filters, stormwater basins, bioretention devices, underground detention facilities, and many other types of stormwater systems. Our Team services aquatic systems throughout the Mid-Atlantic and Southeast, from Maryland to Florida.

We offer a wide range of water management services. Our specialized lake, pond, and stormwater maintenance crews will keep your system compliant, healthy, and functioning as intended. Detailed reports follow every service to help keep you aware of any potential issues before they worsen and become significant problems. Dragonfly's experienced construction and repair specialists will build, transform, or restore your aquatic space with low-impact, cost-effective solutions. Our practices work in harmony with nature, but also within your budget.

**Fixed Payment Services**

Description of Services	Frequency	Cost per Occ.	Annual Cost
<b>Maintenance Service</b>			
Annual Maintenance	12	\$320.00	\$3,840.00
<b>Annual Maintenance Price</b>			<b>\$3,840.00</b>

**Total Contract Price                      \$3,840.00**

Payment Schedule

Schedule	Price	Sales Tax	Total Price
January	\$320.00	\$0.00	\$320.00
February	\$320.00	\$0.00	\$320.00
March	\$320.00	\$0.00	\$320.00
April	\$320.00	\$0.00	\$320.00
May	\$320.00	\$0.00	\$320.00
June	\$320.00	\$0.00	\$320.00
July	\$320.00	\$0.00	\$320.00
August	\$320.00	\$0.00	\$320.00
September	\$320.00	\$0.00	\$320.00
October	\$320.00	\$0.00	\$320.00
November	\$320.00	\$0.00	\$320.00
December	\$320.00	\$0.00	\$320.00
	<b>\$3,840.00</b>	<b>\$0.00</b>	<b>\$3,840.00</b>



**Annual Maintenance**

Standard maintenance program includes:

- Treatment of nuisance vegetation in basin as needed and as permitted by municipality
- Control of unwanted vegetation on inlets, outlets, and spillway structures
- Maintenance of beneficial littoral plants and 3' shoreline buffer where applicable, including treatment and removal of woody saplings from the buffer area
- Hand removal of accumulated silt from inlet and outlets, up to one 5-gallon bucket per visit
- Removal of trash from basin
- Cleaning and inspecting drain, weirs, and riser
- Visual inspection and documentation of inlet and outlet pipe condition
- Hand re-arranging of riprap at inlet and outlet where applicable (does not include severe blowouts or installation of new rip rap)
- Monitoring for potentially harmful wildlife activity
- Monitoring conditions favorable to mosquito habitats and recommend solutions
- Visual inspection and photo documentation of condition of pond and pond components
- Visual inspection of the fountain pattern and the voltage and amperage will be completed monthly.
- Professional recommendations related to the operation, appearance, safety and/or compliance of the pond or lake

## Terms & Conditions

### TERMS & CONDITIONS:

1. **OFFER.** This proposal constitutes an offer by Dragonfly Pond Works, LLC to perform the services described in the proposal (the "Work") for Client in accordance with these terms and conditions. The proposal, including these terms and conditions and all other documents incorporated by reference shall, when accepted by Client, constitute the entire agreement of the parties regarding the Work. This proposal is good for a period of 90 days from Proposal Date.
2. **ACCESS AND AUTHORIZATION.** Client shall provide Dragonfly Pond Works with all necessary access to the area(s) in which the Work is to be performed. Unless otherwise specified, Client warrants that it has obtained (or will obtain prior to performance of the Work) all necessary permits, licenses, consents and authorizations required in connection with the performance of the Work. Delays related to Client's (1) change in schedule, (2) failure to provide access to the property, and/or (3) failure to obtain required documentation may result in additional fees charged to the Client. Client shall maintain property insurance at or above the limits and coverage that are in place at the time of executing this agreement.
3. **STRUCTURES AND UTILITIES.** In the execution of the Work, Dragonfly Pond Works will take reasonable precautions to avoid damage to subterranean structures, roads, sidewalks and utilities. Any repairs to structures not specified or included on the repair scope and/or not accurately located and called out by the Client will be billed back to the Client on a time and materials basis plus a 15% fee. Any stumps, culverts, rocks or other obstacle will not be removed during project execution without a written change order signed by the Client and an authorized representative of Dragonfly Pond Works, which shall include the cost of removal and associated replacement and an extension of the project completion deadline, if applicable.
4. **WARRANTY.** Dragonfly Pond Works will perform the Work in a competent, professional manner in accordance with the customary standards of performance of the industry. Unless specifically set forth in this Agreement, Dragonfly Pond Works does not warrant or represent that the Work or any products will achieve any specific result, outcome, or performance. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Dragonfly Pond Works and that the data interpretations and recommendations of Dragonfly Pond Works' personnel are based solely on the information available to them. Dragonfly Pond Works is not licensed to provide professional engineering and/or surveying opinions on the appropriate scope of work necessary to achieve a particular result. Dragonfly Pond Works encourages Client to retain a licensed engineer and/or surveyor to assess Client's needs and approve of the scope of work set forth herein. If Client declines to retain a licensed engineer and/or surveyor, Client assumes that risk that the scope of work contained herein will not achieve the desired results. If equipment is supplied as part of this agreement, Client agrees that Dragonfly Pond Works will not be liable for any claims due to defective equipment or materials manufactured by third parties other than Dragonfly Pond Works.
5. **RELATIONSHIP OF THE PARTIES.** In performing the Work, Dragonfly Pond Works shall be acting in the capacity of an independent contractor to Client, and nothing herein shall be deemed to create a partnership, agency, joint venture or any other relationship between the parties.
6. **INDEMNIFICATION.** Client agrees to indemnify and hold Dragonfly Pond Works harmless from and against any and all damages, claims, delays, or costs (including court costs and attorneys' fees) associated with or arising out of the Work to the fullest extent permitted by law, except to the extent any damages, claims, delays, or costs are ruled by a Court (or, if applicable, an arbitrator with jurisdiction over Dragonfly Pond Works) to have been caused by the negligence of Dragonfly Pond Works.
7. **FORCE MAJEURE.** Neither party shall be liable to the other party for its failure or delay in performing its obligations hereunder due to any contingency beyond such party's reasonable control, including, without limitation, acts of God; fires; floods; wars; acts of war; sabotage; accidents; labor disputes or shortages; changes or interpretations of governmental laws, ordinances, rules and regulations; inability to obtain power, material, equipment or transportation; and any other similar or dissimilar contingency.
8. **CHANGE ORDERS.** Client may, upon written notice to Dragonfly Pond Works, request Dragonfly Pond Works to make changes in the scope of the Work. Dragonfly Pond Works shall

thereupon use reasonable efforts to make such changes provided that if any requested changes cause an increase in the cost or time required for Dragonfly Pond Works' performance and delivery, Client shall execute an agreement, in form and substance satisfactory to Dragonfly Pond Works, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery. This includes additional costs as related to unforeseen permits, fees and changes in required coverages.

9. **NON-SOLICITATION OF EMPLOYEES.** During the term of this agreement, and for a period of two (2) years thereafter, neither party shall, directly or indirectly, for such party's own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have performed services under this agreement, without the other party's express written consent.
10. **COMPENSATION.** Client shall pay Dragonfly Pond Works for the Work in the amounts and at the times and in the manner set forth in the proposal.
11. **PAYMENT TERMS.** Dragonfly Pond Works expects prompt payment for its Work. Toward that end, payment terms are as follows: the client will be billed in equal payments on the 15th day of the service month. An interest charge of 5% per month shall be applied to all balances over 30 days old. Dragonfly Pond Works and Client understand and agree that the prevailing party in a dispute, whether in a court of competent jurisdiction or in arbitration, shall be entitled to recovery of all costs, including attorney's fees, collection fees, interest and court costs and/or arbitration fees.
12. **NOTICES.** Any notice required or permitted to be given hereunder shall be deemed to have been duly given if delivered by hand or sent by registered or certified mail, return receipt requested, and addressed: if to Dragonfly Pond Works, LLC PO Box 1089, Apex NC 27502; the address shown on the front hereof, or to such other address(es) which the parties may respectively designate to one another in accordance herewith. Notices shall be deemed to have been given on the date of mailing or hand delivery. The post office receipt showing the date of mailing shall be "prime facie" evidence thereof.
13. **GOVERNING LAW and ARBITRATION.** The agreement between the parties regarding the Work and their rights and obligation thereunder shall be governed by and construed in accordance with laws of the State of North Carolina. The parties agree that, to the fullest extent permissible under applicable law, any claims, disputes, or lawsuits arising out of or relating to this agreement or the Work shall be subject to final and binding arbitration. The arbitration shall be conducted pursuant to the Federal Arbitration Act and the North Carolina Revised Uniform Arbitration Act, using one arbitrator, applying North Carolina law, and conducting the arbitration in Raleigh, North Carolina. The parties intend to expedite the arbitration and limit discovery so as to reduce the costs of arbitration, and expressly agree to conduct the arbitration and obtain a final ruling from the arbitrator within six months of the arbitrator being appointed. The parties expressly agree that the arbitrator shall have the power, jurisdiction, and authority to award the prevailing party all costs, including attorney's fees, collection fees, interest, court costs and/or arbitration fees.

**PAYMENT SCHEDULE, CONTRACT LENGTH, EXCLUSIONS, & CANCELLATION POLICY:**

- Where applicable, all maintenance contract services will be combined and invoiced in 12 equal installments (total contract fee divided by 12). Sites receiving only four total visits will continue to be invoiced on a per service basis. If you are currently invoiced through a portal or require other specialized billing, you will not be affected by this change.
- Monthly service contracts are based on 12 month contracts and will be billed in 12 equal payments on the 15th day of the service month. As maintenance contracts are sometimes billed prior to the completion of services, payments are due net 15, so that in the event your service visit has not been completed by time of invoicing, you may hold payment until your visit is completed.
- Contracts starting after 1/31 will run through the following calendar year. Contracts can be canceled by either party with 60 day written notice.
- Your contract automatically renews for an additional one (1) year term and is subject to a 4% increase per year.
- If additional work is identified while completing the original scope of work or inspections, repairs can be completed after a separate proposal is submitted and approved.
- Although we control most algae, service does not include control of planktonic algae or cyanobacteria. In the event that these blooms occur, we will work with you develop a community

wide program to reduce the nutrients in your pond or lake.

- In the event that a municipality or regulating agency changes its environmental requirements which would add additional cost to the maintenance contract, Dragonfly will notify the Client of these changes and propose a new contract price.
- Client may, upon written notice to Dragonfly Pond Works, request Dragonfly Pond Works to make changes in the scope of the Work. Dragonfly Pond Works shall thereupon use reasonable efforts to make such changes provided that if any requested changes cause an increase in the cost or time required for Dragonfly Pond Works' performance and delivery, Client shall execute an agreement, in form and substance satisfactory to Dragonfly Pond Works, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery. This includes additional costs as related to unforeseen permits, fees and changes in required coverages.

By Chris Conner

**Chris Conner**

Date 11/11/2024

**Dragonfly Pond Works, LLC**

By \_\_\_\_\_

Date \_\_\_\_\_

**Flora Estates**



December 3, 2024

Aaron Goodman  
Goodman Management Group  
2400 Old Brick Road, Suite 200  
Glen Allen, VA 23060

Aaron,

Per our conversation, here are realistic annual premiums for Phase 1B of the Flora Farms community in Moyock, NC. These premiums are a combination of actual quotes and similar associations under Goodman Management that we currently insure.

Businessowners Policy (general liability & outdoor property):	<b>\$600</b>
Management Liability (Directors & Officers, Crime/Fidelity):	<b>\$1,000</b>
Workers Compensation (even with \$0 annual payroll):	<b>\$500</b>

In order to get these policies in place, we would just need to provide a few more details, but these are very conservative estimates.

Please let me know if you have any questions.

Andrew

Andrew Farrar  
Commercial Risk Advisor  
Winters-Oliver Insurance Agency

**BYLAWS**  
**OF**  
**FLORA FARMS HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is Flora Farms Homeowners Association, Inc., hereinafter referred to as the "Association." The initial principal office of the Association shall be located at 227 Caratoke Highway, Moyock, Currituck County, North Carolina, 27958 but meetings of Members and the meetings of the Executive Board may be held at such places within the State of North Carolina as may be designated by the Executive Board.

**ARTICLE II**

**DEFINITIONS**

Section 1. "Additional Property" shall mean and refer to any property located adjacent to the Properties including, without limitation, any portion of the real property described in Exhibit A to the Declaration and incorporated herein by reference. For the purpose of determining whether property is adjacent to the Properties, the rights of way of public roads and utilities, as well as rivers and streams, shall be deemed not to separate otherwise adjacent property.

Section 2. "Appropriate Local Governmental Authority" shall mean and refer to the County of Currituck, North Carolina, or other appropriate local governmental authority having jurisdiction over the Properties.

Section 3. "Association" shall mean and refer to Flora Farms Homeowners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 4. "Common Elements" shall mean and refer to all real property owned by the Association (whether owned in fee or by way of license or easement), or leased by the Association, other than a Lot, and shall include, without limitation, areas designated by Declarant on plat of the Properties as "Common Elements," "Open Space," "Detention Pond," or similar designations and any private streets located within the Property.

Section 5. "Declarant" shall mean and refer to **North-South Development Group LLC**, a North Carolina limited liability company. North-South Development Group LLC may assign, pursuant to an express assignment or conveyance, any rights provided herein for Declarant, including, without limitation, any or all of Declarant's special rights regarding voting, architectural review, obligation to pay assessments, easements, development rights, and those special declarant rights provided for in the Planned Community Act, any or all of which shall be assignable individually, or in any combination, in whole or in part, and which may be apportioned and assigned on a lot-by-lot basis. Any of Declarant's special rights apportioned and assigned on a

lot-by-lot basis may be referred to individually, or in any combination, as a Special Declarant Right or Special Declarant Rights and the assignee thereof shall be a “Declarant” as provided for herein.

Section 6. “Declarant Control Period” shall mean and refer to a period of time commencing on the date the Declaration is recorded in the Registry and expiring on the first to occur of the following events: (a) twenty-five (25) years from the first recording date of the Declaration; or (b) the later of (x) 240 days or (y) the first annual meeting, in each case, after the date on which one hundred (100%) percent of the Lots in all phases of the Properties that may ultimately be subject to the Declaration have been conveyed to Members other than Declarant and any Builder.

Section 7. “Declaration” shall mean and refer to any Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Currituck County, North Carolina and any amendments, modifications or supplements thereto. Except as otherwise herein defined, the capitalized terms used herein shall have the meaning set forth in the Declaration.

Section 8. “Lot” shall mean and refer to any separately numbered plot of land shown upon any now or subsequently recorded subdivision plat of the Properties intended for single family detached residential purposes or townhome residential purposes and shall include any improvements constructed thereon and “Lots” shall refer to all such lots collectively. Declarant hereby reserves the right to reconfigure, from time to time and without the consent of the Owners or the Members of the Association, the boundaries of any Lot or Lots owned by Declarant and to thereby create additional Lots, eliminate existing Lots or create additional Common Elements; provided, however, in no event shall the Properties contain a greater number of Lots than the number from time to time permitted by the Appropriate Local Governmental Authority, nor shall any Lot within the Properties contain fewer square feet than the minimum number of square feet from time to time required by the Appropriate Local Governmental Authority. If Declarant elects to exercise its right to revise the boundaries of one or more Lots owned by Declarant, Declarant shall record a revised plat of the affected Lot or Lots. Upon the recording by Declarant of such a revised plat, each lot shown on the previously recorded plat or plats, the boundaries of which are revised by the revised plat, shall cease to be a “Lot” as defined in the Declaration and each newly configured lot shown on the revised plat shall be a “Lot” as defined in the Declaration.

Section 9. “Master Plan” shall mean and refer to the plan(s) for the Properties and the Additional Property now or hereafter approved by the Appropriate Local Governmental Authority, as such plan(s) may be from time to time amended and approved.

Section 10. “Member” shall mean and refer to every person or entity who or which holds Membership with voting rights in the Association.

Section 11. “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Planned Community Act" shall mean and refer to the provisions of Chapter 47F of the General Statutes of North Carolina.

Section 13. "Properties" shall mean and refer to the Phase 1A Property (as that term is defined in the Declaration) and other property hereafter made subject to the terms, covenants and conditions of the Declaration, as amended from time to time.

### ARTICLE III

#### MEMBERSHIP AND PROPERTY RIGHTS

Section 1. Membership. All Owners and Declarant shall be Members of the Association. The voting rights of the Members shall be as provided by the Declaration. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine. The President of the Association shall have the authority to require, upon giving at least ten (10) day's written notice, that such multiple Owners of a Lot file a Certificate with the Secretary of the Association, signed by all of the Owners, designating the person entitled to cast the vote for such Lot. Such Certificate shall be valid until revoked by a subsequent Certificate. If such Certificate is not filed when required, the vote of such Owners shall not be considered in determining the requirements for a quorum or for any other purpose.

Section 2. Property Rights. Each Member shall be entitled to the use and enjoyment of the Common Elements as provided in the Declaration. Any Owner may delegate such Owner's right of enjoyment to the Common Elements and facilities to the members of such Owner's family, to Owner's tenants, or to contract purchasers who reside on the Property.

### ARTICLE IV

#### MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter at such time and place as the Executive Board may prescribe.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Executive Board, or upon written request of the Members who are entitled to vote ten percent (10%) of all the votes of the Membership of the Association.

Section 3. Remote Participation In Meetings And Meetings Held Solely By Remote Participation. Members may participate in meetings remotely and meetings may be held solely by remote participation provided the provisions of Section 55A-7-09 the North Carolina General Statutes are met.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each



Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Notice of meetings may also be set by electronic means, including by electronic mail over the Internet, to an electronic mailing address designated in writing by the Member. Such notice shall specify the place, (if the meeting is not solely by remote participation) day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Waiver by a Member in writing of the notice required herein, signed by Member before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the Membership of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of Member's Lot.

Section 6. Parliamentary Rules. Roberts Rules of Order (latest edition), or such other similar publication as may be approved by the Executive Board, shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of North Carolina.

## ARTICLE V

### EXECUTIVE BOARD; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by an Executive Board the members of which, during the Period of Declarant Control, need not be Members of the Association. During the Period of Declarant Control, the Executive Board shall consist of a minimum of three (3) persons. Following the expiration of the Period of Declarant Control, the Executive Board shall consist of five (5) persons, all of whom must be Members.

Section 2. Term of Office. At the first annual meeting at which the Members are entitled to elect all of the members of the Executive Board, at least two-thirds of the members of the Executive Board shall be elected for a term of two (2) years and the remaining members of the Executive Board shall be elected for a term of one (1) year; and at each annual meeting thereafter the Executive Board members shall be elected for a term of two (2) years.

Section 3. Removal; Filling Vacancies. Any Executive Board member elected by the Members of the Association may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Vacancies in the Executive Board may be filled until the date of the next Annual Meeting of the Association or until a Special Meeting of the Members of the Association called for such purpose by the remaining Executive Board members, except that should any vacancy in the Executive Board be created by the removal or resignation of any person

appointed by a Declarant to serve as a member of the Executive Board, such vacancy shall be filled by a Declarant appointing, by written instrument delivered to any Officer of the Association, such successor so appointed shall fill the vacated Executive Board position for the unexpired term thereof.

Section 4. Compensation. No Executive Board member shall receive compensation for any service such Member may render to the Association. However, any Executive Board member may be reimbursed for such Member's actual expenses incurred in the performance of such Member's duties. In addition, no financial payments, including payments made in the form of goods or services, may be made to any member of the Executive Board or to a business, business associate, or relative of a member of the Executive Board except as expressly provided by these Bylaws or payments for services or expenses paid on behalf of the Association which are approved in advance by the Executive Board.

Section 5. Action Taken Without a Meeting. The Executive Board members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Executive Board members. Any action so approved shall have the same effect as though taken at a meeting of the Executive Board members.

## ARTICLE VI

### NOMINATION AND ELECTION OF EXECUTIVE BOARD MEMBERS

Section 1. Appointment. Declarant from time-to-time shall appoint the members of the Executive Board which it shall be entitled to appoint in accordance with the provisions of the Declaration by written instrument presented to an Officer of the Association. Each of said individuals so appointed by a Declarant shall be deemed and considered for all purposes an Executive Board member, and shall thenceforth perform the offices and duties of such Executive Board member until the Executive Board member's successor shall have been appointed or elected in accordance with the provisions of these Bylaws. Any Executive Board member designated by and selected by a Declarant need not be a Member of the Association.

Section 2. Nomination. Nomination for the election of any Executive Board member Declarant is not entitled to appoint pursuant to the terms of the Declaration shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Executive Board, and two or more Members of the Association. The Nominating Committee shall be appointed by the Executive Board prior to each annual meeting to serve until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Executive Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 3. Election. All Executive Board members whom Declarant shall not be entitled to designate and select under the terms and provisions of the Declaration shall be elected by a plurality of the votes cast at the Annual Meeting of the Members of the Association. All Executive Board members selected by the Members of the Association shall be Members of the Association

or employees, shareholders, members or partners of a corporate, limited liability company or partnership Member of the Association. At such election the Members of the Association or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. The Association shall publish the names and addresses of all members of the Executive Board within thirty (30) days after a Member is either elected or appointed to the Executive Board.

## ARTICLE VII

### MEETINGS OF EXECUTIVE BOARD MEMBERS

Section 1. Regular Meetings. Regular meetings of the Executive Board shall be held at such time and place and with such notice as shall be determined by resolution of a majority of the Executive Board members. At regular intervals, the Executive Board shall provide Members an opportunity to attend a portion of the regular meetings of the Executive Board and to speak to the Executive Board about their issues and concerns. The Executive Board may place reasonable restrictions on the number of persons who speak on each side of an issue and may place reasonable time restrictions on persons who speak.

Section 2. Special Meetings. Special meetings of the Executive Board shall be held when called by the President of the Association, or by any two Executive Board members, after not less than three (3) days' notice to each Executive Board member.

Section 3. Remote Participation In Meetings. Meetings of the Executive Board may be held by remote participation and parties may participate remotely in meetings of the Executive Board provided the provisions of Section 55A-8-20 of the North Carolina General Statutes are met.

Section 4. Quorum. A majority of the number of Executive Board members shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Executive Board members present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VIII

### POWERS AND DUTIES OF THE EXECUTIVE BOARD

Section 1. Powers. In addition to the powers enumerated in the Declaration and the Association's Articles of Incorporation, the Executive Board shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the Members, and their guests thereon, and to establish penalties for the infraction thereof.

(b) after notice and an opportunity to be heard, suspend the voting rights and right to the use of any recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment, dues or charge levied by the

Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations.

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.

(d) declare the office of a member of the Executive Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Executive Board.

(e) contract for the benefit of the Properties and to delegate to such contractors, including a managing agent, all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Executive Board or Membership of the Association. The undertakings and contracts authorized by the initial Executive Board (including contracts for the management of Flora Farms) shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by any Executive Board duly elected by the Membership after the recording of the Declaration, so long as such undertakings and contracts are within the scope of the powers and duties which may be exercised by the Executive Board of the Association in accordance with the Declaration, the Articles of Incorporation and these Bylaws; and provided further that, any undertaking or contract entered into by the Association at a time before a Declarant has transferred control of the Association to Lot Owners shall contain a provision reserving the right of the Association to terminate such undertaking or contract upon not more than ninety (90) days written notice to the other party(ies) thereto.

(f) employ attorneys to represent the Association when deemed necessary.

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

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or any special meeting when such statement is requested in writing by the Members entitled to cast at least one-fourth (1/4) of the votes of the Membership of the Association.

(b) supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed.

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period (provided, however, that failure of any Owner to receive such notice shall in no way affect the obligation of such Owner to pay annual assessments); and

(3) in the discretion of the Executive Board, foreclose the lien against any property, pursuant to Section 47F-3-116 of the North Carolina General Statutes, for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate Officer to issue, upon demand by any person, 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 insurance covering the Association, its Executive Board members, Officers, agents and employees as required in Article XII of the Declaration

(f) cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) cause the Common Elements to be maintained in accordance with the provisions of the Declaration.

(h) maintain any dedicated streets within the Properties which are not accepted for dedication by an appropriate governmental authority.

(i) maintain such properties and perform such services as set out in the Declaration.

(j) if and when appropriate pursuant to and as provided for in Article VII of the Declaration, cause the exterior of the Lots and the dwellings located thereon to be maintained.

(k) provide, within thirty (30) days after adoption of any proposed budget for the Association, all Owners with a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Executive Board shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than ten (10) nor more than sixty (60) days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting a majority of all the Owners in the Association or any larger vote specified in the Declaration rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board.

The duties set forth in Sections 2(a), (b) as to hired agents and employees of the Association, but not Officers, (c)(2), (d), (e), (g), (h), (i) and (j) may be delegated to a managing agent in whole or in part.

## ARTICLE IX

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of the Association shall be a president and one vice-president, who shall at all times be members of the Executive Board, a secretary, assistant secretary, and a treasurer, and such other Officers as the Board may from time to time by resolution create, including additional vice-presidents who need not be members of the Executive Board. The Association shall publish the names and addresses of all Officers within thirty (30) days of such Officers being elected by the Executive Board.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Executive Board following each annual meeting of the Members.

Section 3. Term; Compensation. The Officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve. No Officer shall receive compensation for services rendered in such capacity to the Association; provided, however, that an Officer may be reimbursed for actual expenses incurred in the performance of such duties. In addition, no financial payments, including payments made in the form of goods or services, may be made to any Officer or member of the Executive Board or to a business, business associate, or relative of an Officer or member of the Executive Board except as expressly provided by these Bylaws or payments for services or expenses paid on behalf of the Association which are approved in advance by the Executive Board.

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

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer replaced.

Section 7. Duties. The duties of the Officers are as follows:

(a) President. The president shall preside at all meetings of the Executive Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of such Officer's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of such Officer by the Board.

(c) Secretary and Assistant Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Association together with their addresses, and shall perform such other duties as required by the Board. The assistant secretary shall assist the secretary and act in the place and stead of the secretary in the event of such Officer's absence.

(d) Treasurer. Unless an outside management company has been contracted, the treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Executive Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit or compilation of the Association books to be made by an independent certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

## ARTICLE X

### COMMITTEES

The Executive Board may appoint an Architectural Review Committee, as provided in the Declaration, and shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Executive Board shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE XI

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, and any Institutional Lender, as that term is defined in the Declaration, including records of meetings of the Association and the Executive Board. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. All financial and other records, including records of meetings of the Association and the Executive Board, shall be made reasonably available for examination by any member and the member's authorized agents. The Executive Board shall keep accurate records of all cash receipts and expenditures and all assets and liabilities. The Executive Board shall also make an annual income and expense statement and balance sheet available to any Member at no charge and within seventy-five (75) days after the close of the fiscal year to which the information relates. The Executive Board, upon written request, shall furnish a Member or the Member's authorized agent a statement setting forth the amount of unpaid assessments and other

charges against a Lot. The statement shall be furnished within ten (10) days after receipt of the request and is binding on the Association, the Executive Board and every Member.

## ARTICLE XII

### CORPORATE SEAL

The Association may adopt a corporate seal which shall have a seal in circular form having within its circumference the words: Flora Farms Homeowners Association, Inc., North Carolina.

## ARTICLE XIII

### AMENDMENTS

These Bylaws may be amended in any manner provided for in Chapter 55A of the North Carolina Non Profit Corporation Act. No amendment purporting to revoke or curtail any right herein conferred to a Declarant shall be effective unless executed by Declarant and no amendment relating to the maintenance or ownership of any permanent storm water control measures shall be effective unless reviewed and approved by the governmental office having jurisdiction for watershed protection.

## ARTICLE XIV

### FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

## ARTICLE XV

### CONFLICTS

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



CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Flora Farms Homeowners Association, Inc., a North Carolina corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted at a meeting of the Executive Board thereof, held on the 21<sup>st</sup> day of November, 2024.

**Flora Farms Homeowners Association, Inc.**

By:   
Kelly Boldt, Secretary



# NORTH CAROLINA

## Department of the Secretary of State

To all whom these presents shall come, Greetings:

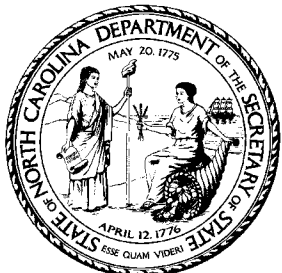
I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

### ARTICLES OF AMENDMENT

OF

### FLORA FARMS HOMEOWNERS ASSOCIATION, INC.

the original of which was filed in this office on the 5th day of December, 2024.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 5th day of December, 2024.

*Elaine F. Marshall*

Secretary of State

State of North Carolina  
Department of the Secretary of State

SOSID: 2948470  
Date Filed: 12/5/2024 9:07:00 AM  
Elaine F. Marshall  
North Carolina Secretary of State  
C2024 339 00047

ARTICLES OF AMENDMENT  
NONPROFIT CORPORATION

Pursuant to §55A-10-05 of the General Statutes of North Carolina, the undersigned corporation hereby submits the following Articles of Amendment for the purpose of amending its Articles of Incorporation.

1. The name of the corporation is: Flora Farms Homeowners Association, Inc.

2. The text of each amendment adopted is as follows (*state below or attach*):  
See attached text.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The date of adoption of each amendment was as follows: November 21, 2024  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. (*Check a, b, and/or c, as applicable*)

a.  The amendment(s) was (were) approved by a sufficient vote of the board of directors or incorporators, and member approval was not required because (*set forth a brief explanation of why member approval was not required*)  
The corporation has no members entitled to vote thereon.  
\_\_\_\_\_  
\_\_\_\_\_

b.  The amendment(s) was (were) approved by the members as required by Chapter 55A.

c.  Approval of the amendment(s) by some person or persons other than the members, the board, or the incorporators was required pursuant to N.C.G.S. §55A-10-30, and such approval was obtained.

5. These articles will be effective upon filing, unless a date and/or time is specified: NA

This the 21st day of November, 2024.

Flora Farms Homeowners Association, Inc.

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Signature

**Justin Old, President**

\_\_\_\_\_  
Type or Print Name and Title

**Notes:**

- 1. Filing fee is \$25. This document and one exact or conformed copy of these articles must be filed with the Secretary of State.

**Text of Amendment to Articles of Incorporation of Flora Farms Homeowners Association, Inc.:**

The first sentence of the third paragraph of Article VI of the Articles is amended to read as follows:

**Class B:** Declarant and any Builders (as that term is defined in the Declaration) shall be the Class B Members. The Declarant shall be entitled to ten (10) votes for each lot shown on the Master Plan (as that term is defined in the Declaration) now or in the future as developed or to be developed as a part of Flora Farms which has not been conveyed by the Declarant to a Class A Member or a Builder. Builders shall be entitled to ten (10) votes for each Lot owned.



# NORTH CAROLINA

## Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

### ARTICLES OF INCORPORATION

OF

**FLORA FARMS HOMEOWNERS ASSOCIATION, INC.**

the original of which was filed in this office on the 18th day of November, 2024.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 18th day of November, 2024.

*Elaine F. Marshall*

Secretary of State

**ARTICLES OF INCORPORATION**  
**OF**  
**FLORA FARMS HOMEOWNERS ASSOCIATION, INC.**

Pursuant to Chapter 55-A of the North Carolina General Statutes, the undersigned, a natural person of full age, has this day executed these Articles of Incorporation for the purpose of forming a non-profit corporation and hereby certifies:

**ARTICLE I**  
**CORPORATION NAME**

The name of the corporation is Flora Farms Homeowners Association, Inc., hereinafter called the "Association."

**ARTICLE II**  
**PRINCIPAL OFFICE**

The principal office of the Association is located at 227 Caratoke Highway, Moyock, Currituck County, North Carolina 27958.

**ARTICLE III**  
**REGISTERED AGENT**

C T Corporation System, whose address is 160 Mine Lake Court, Suite 200, Raleigh, Wake County, North Carolina 27615, is hereby appointed the initial registered agent of the Association.

**ARTICLE IV**  
**PURPOSE AND POWERS OF THE ASSOCIATION**

The Association does not contemplate pecuniary gain or profit to the Members thereof and no part of the Association's net income shall inure to the benefit of any of its Officers, Executive Board members or Members or any other private individual. The purposes and objects of the Association shall be to provide for administration, maintenance, preservation and architectural control of the Lots and Common Elements within that certain tract of property described as follows: Lying and being in Currituck County, North Carolina, and being more particularly described in the Declaration of Covenants, Conditions, Easements and Restrictions for Flora Farms (the "Declaration") now or hereafter recorded in the Currituck County Registry and such additional land as may be made subject to the Declaration.

In addition, the Association's objects and purposes are to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and in accordance with the terms and conditions of the Declaration, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate or transfer non-exclusive easements on, over and upon all or any part of the Common Elements for such purposes and subject to such conditions as may be agreed to by the Association's Executive Board; provided, however, no such dedication or transfer shall be effective unless an instrument executed on behalf of the Association by its duly authorized officers, agreeing to such dedication or transfer, has been recorded;

(f) Pursuant to Section 47F-3-112 of the Planned Community Act and upon approval of the Members as required by the Declaration, to dedicate or transfer fee title to all or any part of the Common Elements for such purposes and subject to such conditions as may be agreed to by the Members consenting to such dedication or transfer; provided, however, during Declarant's Development Period (as defined in the Declaration), Declarant (as defined in the Declaration), must also consent to such action and, further provided that no such dedication or transfer shall interfere with or obstruct utility service to, or ingress, egress and regress to or from, the Lots or any remaining Common Elements or cause any Lot or any remaining Common Elements to fail to comply with applicable laws, regulations or ordinances.

(g) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes; provided, however, that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members;

(h) Annex additional residential property and Common Elements pursuant to the provisions of the Declaration; and

(i) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State



of North Carolina by law may now or hereafter have or exercise, including all powers, rights and privileges set forth in the North Carolina Planned Community Act.

#### **ARTICLE V MEMBERSHIP**

Every person or entity who or which is a record Owner of a fee or undivided fee interest in any Lot which is subject to assessment by the Association, and each Declarant, shall be a voting Member of the Association. The foregoing is not intended to include persons or entities who or which hold an interest in a Lot merely as security for the performance of an obligation. Such membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Except as otherwise provided in Article VI below, on all matters on which the membership shall be entitled to vote, the Member(s) owning each Lot shall be entitled to one (1) vote allocated to such Lot. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

#### **ARTICLE VI VOTING RIGHTS**

The Association shall have two classes of voting membership:

**Class A:** The Class A Members shall be every person or entity who or which is a record Owner of a fee or undivided fee interest in any Lot which is subject to assessment by the Association, except for a Declarant during any Declarant Control Period. Class A Members shall be entitled to one (1) vote for each Lot owned. In the event that a Lot is owned by more than one Class A Member, the Owners of such Lot, collectively, shall be allocated not more than one (1) vote and the vote allocated to such Lot shall be cast as such Owners may agree between or among themselves.

**Class B:** Declarant and any Builders (as that term is defined in the Declaration) shall be the Class B Member and Declarant and any Builders shall be entitled to ten (10) votes for each lot shown on the Master Plan as developed or to be developed as a part of Flora Farms which has not been conveyed by a Declarant to a Class A Member. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; however, the Class B membership shall be reinstated if thereafter, and before the time stated in subparagraph (b) below, the Master Plan is amended to add additional lots developed or to be developed as a part of Flora Farms sufficient to give the Class B membership a total number of votes (with the Class B membership entitled to ten (10) votes for each lot shown on the Master Plan as developed or to be developed as a part of Flora Farms which has not been conveyed by

a Declarant to a Class A Member) greater than those of the Class A membership; or,

(b) twenty-five (25) years from the date the Declaration is recorded in the Office of the Register of Deeds, Currituck County, North Carolina.

ARTICLE VII  
EXECUTIVE BOARD

The affairs of this Association shall be managed by an Executive Board the members of which need not be Members of the Association as provided for in the Bylaws. During any Declarant Control Period (as defined in the Declaration), Declarant shall have the right to appoint all of the members of the Executive Board. Declarant shall from time-to-time notify the Association in writing of the names and addresses of the members of the Executive Board appointed by Declarant. Except as otherwise provided in the Bylaws with respect to the filling of vacancies, any members of the Executive Board which Declarant is not entitled to designate or select shall be elected by the Members of the Association. The number of members of the first Executive Board shall be three (3). The number of Executive Board members on subsequent Boards shall be as set forth in the Bylaws of the Association. Except as otherwise provided in the Bylaws with respect to filling of vacancies, any members of the Executive Board which a Declarant is not entitled to designate or select shall be elected by the Members of the Association. The names and addresses of the persons who are to act in the capacity of Executive Board members until the election of their successors are:

<u>Names</u>	<u>Addresses</u>
Justin Old	227 Caratoke Highway Moyock, NC 27958
Christine Early	227 Caratoke Highway Moyock, NC 27958
Kelly Boldt	227 Caratoke Highway Moyock, NC 27958

ARTICLE VIII  
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of voting Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate nonprofit corporation or public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

**ARTICLE IX**  
**DURATION OF ASSOCIATION**

The corporation shall exist perpetually.

**ARTICLE X**  
**AMENDMENTS TO ARTICLES**

Theses Articles of Incorporation may be amended in accordance with the provisions of Sections 55A-10-02 and 55A-10-03 of the North Carolina General Statutes.

**ARTICLE XI**  
**INDEMNIFICATION**

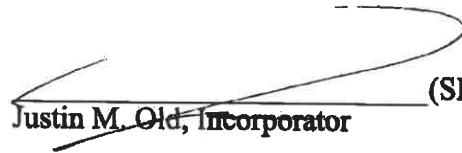
Every person who is or shall be or shall have been a member of the Executive Board or officer of the Association and his or her personal representative shall be indemnified by the Association against all costs and expenses reasonably incurred by or imposed on him or her in connection with or resulting from any action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been a member of the Executive Board or officer of the Association or any subsidiary or affiliate thereof, except in relation to such matters as to which he or she shall finally be adjudicated in such action, suit or proceeding to have acted in bad faith or to have been liable by reason of willful misconduct in the performance of his or her duty as such member of the Executive Board or officer. For purposes of this provision, "costs and expenses" shall include, without limiting the generality thereof, attorneys' fees, damages and reasonable amounts paid in settlement. Nothing contained in these Articles shall be deemed to eliminate or reduce the protection from personal liability granted to members of the Executive Board by the North Carolina Nonprofit Corporation Act and by the Articles of Incorporation of the Association.

**ARTICLE XII**  
**INCORPORATOR**

The name and address of the incorporator are as follows: Justin M. Old, 227 Caratoke Highway, Moyock, Currituck County, North Carolina 27958.

**[Signature on Next Page]**

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal, this 28<sup>th</sup> day of October, 2024.

 (SEAL)  
Justin M. Old, Incorporator



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J.R. "JOEY" HOPKINS  
SECRETARY

December 10, 2024

Quality Homes of Currituck  
417-D Caratoke Highway  
Moyock, NC 27958

Attn: Mr. Perry Arnette

Subject: Pavement Certification  
Flora Subdivision  
Currituck County

Dear Mr. Arnette:

We have received the attached test report, dated December 9, 2024, from ECS Southeast, LLP for the construction of roads in the Flora Subdivision – Leif Street, Miriam Drive West, and a portion of Flora Boulevard. This pavement section was designed with 6” of Aggregate Base Course and 2” of asphalt surface course.

Based upon our review, these courses are in general conformance with the Minimum Design and Construction Criteria for Subdivision Roads.

The above mentioned roads will be eligible for petitioning the addition to the State System of Maintained Roads upon satisfying all other applicable minimum NCDOT criteria.

Sincerely,

A handwritten signature in cursive script that reads "Caitlin A. Spear".

Caitlin A. Spear, PE  
District Engineer

Attachments



December 9, 2024

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

ECS Proposal No. 22:35144

Reference: Paving Letter  
Flora Subdivision Phase 1B  
Leif Street, Miriam Drive West, Flora Boulevard  
Moyock, North Carolina

Dear Mr. Arnette:

As requested, ECS Southeast, LLC (ECS) visited the site on various occasions to test the subbase and asphalt for the referenced roadways. ECS observed the roadway construction for Leif Street, Miriam Drive West, and Flora Boulevard in Phase 1B and tested the subbase and asphalt placement.

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

For this project ECS has performed the following:

- NCDOT current testing for Vulcan materials Jack Quarry was reviewed for Modified Proctor Testing and sieve analysis (HICAMS 1055412). The laboratory test results indicate that the imported ABC materials were in general accordance with NCDOT requirements.
- Compaction testing was performed and indicated that the ABC materials were compacted to meet the requirement of an average of 98% of the Modified Proctor. The thickness of the stone was checked and verified to be at or greater than the 6- inch requirement. The results of this testing are attached to this report.
- Laboratory testing procedures were performed to confirm the asphalt content and the asphalt gradation. These were performed in general accordance with NCDOT testing procedures. The following Table 1 contains the results of the asphalt content testing. Results of the asphalt gradation are attached to this report.
- Compaction testing was performed in the field for the asphalt placement and the results are attached. The compaction results indicated that the asphalt compaction met or exceeded 90% of the maximum specific gravity supplied by the asphalt supplier.




**Table 1 – Asphalt Content Test Results**

Sample #	Sample Location	Asphalt Content
Sample #1	Bulk Sample	6.3%

Based on our observations and test results, it is our engineering opinion that the subbase and asphalt were placed in general accordance with NCDOT standards. We appreciate being of service to you on this project. Should you need additional information or assistance, please do not hesitate to contact our office.

Respectfully,  
ECS Southeast, LLC

  
W. Lloyd Ward, P.E.  
Principal Engineer

  
Wade Wetherington, E.I.  
Project Manager





**ECS Southeast, LLC**

6714 Netherlands Drive  
Wilmington, NC 28405  
9106869114  
9106869666

**LETTER OF TRANSMITTAL**

November 20, 2024  
Quality Home Builders of Currituck  
1643 Merrimac Trail Suite A  
Williamsburg, VA 23185  
ATTN: Mr. Lloyd Ward

RE: **Flora Farm Subdivision**  
ECS Job # **22:35144**

Permits:  
Location: **survey road**  
**Moyock, NC 27958**

Field Reports       For your use       As requested

CC:

ENCL: Field Report # 13      11/19/2024      ABC Stone Density

Kris J. Stamm  
Office Manager, Principal

Wade A. Wetherington, E.I.  
Project Manager

*Disclaimer*

1. This report (and any attachments) shall not be reproduced except in full without prior written approval of ECS.
2. The information in this report relates only to the activities performed on the report date.
3. Where appropriate, this report includes statements as to compliance with applicable project drawings, and specifications for the activities, performed on this report date.
4. Incomplete or non-conforming work will be reported for future resolution.
5. The results of samples and/or specimens obtained or prepared for subsequent laboratory testing will be presented in separate reports/documents.





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

## FIELD REPORT

Project **Flora Farm Subdivision**  
 Location **Moyock, NC**  
 Client **Quality Home Builders of Currituck**  
 Contractor **None Listed**

Project No. **22:35144**  
 Report No. **13**  
 Day & Date **Tuesday 11/19/2024**  
 Weather **65 °/ Cloudy**  
 On-Site Time **2.50**  
 Lab Time **0.00**  
 Travel Time\* **2.75**  
 Total **5.25**  
 Re Obs Time **0.00**

Remarks **ABC Stone Density**

Trip Charges*	Tolls/Parking*	Mileage* <b>148</b>	Time of Arrival	Departure
Chargeable Items <b>5000</b>			<b>11:30A</b>	<b>2:00P</b>

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

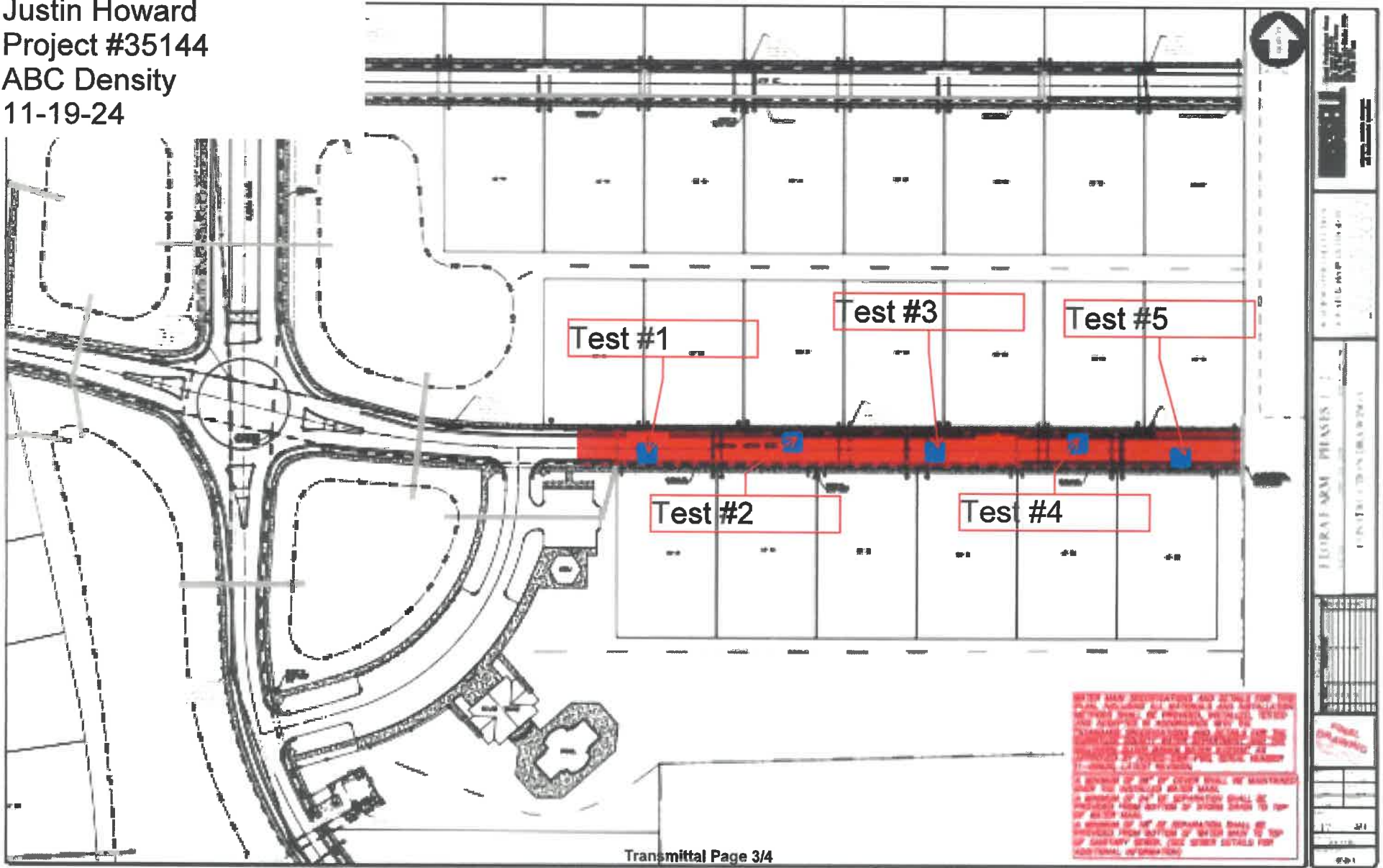
**Summary of Services Performed (field test data, locations, elevations & depths are estimates) & Individuals Contacted.**

The undersigned arrived on site, as requested, to check the compaction of ABC stone for the road (MIRIAM DRIVE WEST). Please see the attached sketch for the approximate density test locations.

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

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

Justin Howard  
Project #35144  
ABC Density  
11-19-24





## Field Compaction Summary, ASTM D-6938

Project No: 22:35144

Project Name: Flora Farm Subdivision

Date: 11/19/2024

ECS Southeast, LLC

Client: Quality Home Builders of Currituck

Contractor:

Technician: Justin R Howard

Test Method ASTM D-6938			
Nuclear Gauge No. 13			
Make	Troxler	Density Std	2047
Model	3440	Moisture Std	848
Ser. No.	327		

Sample No.				Description			Proctor Method					Uncorrected Max. Density			Uncorrected Optimum Moisture Content
DT-04				ABC Stone			Standard Proctor Method (ASTM D-698)					138.1			5.4
Test No.	Lot No.	Test Mode	Probe Depth (in.)	Station / Location	Lift / Elev	Sample No.	% Oversize	Corrected Max. Density	Corrected Optimum Moisture Content (%)	Wet Density (pcf)	Dry Density (pcf)	Moisture Content (%)	Percent Comp. (%)	P / F	Comments
1	1	DT	4	Test 1	0	DT-04	0.00	138.1	5.4	146.1	138.5	5.5	100.3	P	
2	1	DT	4	Test 2	0	DT-04	0.00	138.1	5.4	144.0	135.6	6.2	98.2	P	
3	1	DT	4	Test 3	0	DT-04	0.00	138.1	5.4	144.4	136.1	6.1	98.6	P	
4	1	DT	4	Test 4	0	DT-04	0.00	138.1	5.4	144.4	136.2	6.0	98.6	P	
5	1	DT	4	Test 5	0	DT-04	0.00	138.1	5.4	143.8	137.7	4.5	99.7	P	



**ECS Southeast, LLC**

6714 Netherlands Drive  
Wilmington, NC 28405  
9106869114  
9106869666

**LETTER OF TRANSMITTAL**

November 22, 2024  
Quality Home Builders of Currituck  
1643 Merrimac Trail Suite A  
Williamsburg, VA 23185  
ATTN: Mr. Lloyd Ward

RE: **Flora Farm Subdivision**  
ECS Job # **22:35144**  
  
Permits:  
Location: **survey road**  
**Moyock, NC 27958**

Field Reports       For your use       As requested

CC:

ENCL: Field Report # 14      11/21/2024      ABC Stone Density

Kris J. Stamm  
Office Manager, Principal

Wade A. Wetherington, E.I.  
Project Manager

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

# FIELD REPORT

Project **Flora Farm Subdivision**  
Location **Moyock, NC**  
Client **Quality Home Builders of Currituck**  
Contractor **None Listed**

Project No. **22:35144**  
Report No. **14**  
Day & Date **Thursday 11/21/2024**  
Weather **55 °/ Sunny**  
On-Site Time **2.00**  
Lab Time **0.00**  
Travel Time\* **4.50**  
Total **6.50**  
Re Obs Time **0.00**

Remarks **ABC Stone Density**

Trip Charges*	Tolls/Parking*	Mileage* <b>228</b>	Time of Arrival	Departure
Chargeable Items			<b>11:30A</b>	<b>1:30P</b>

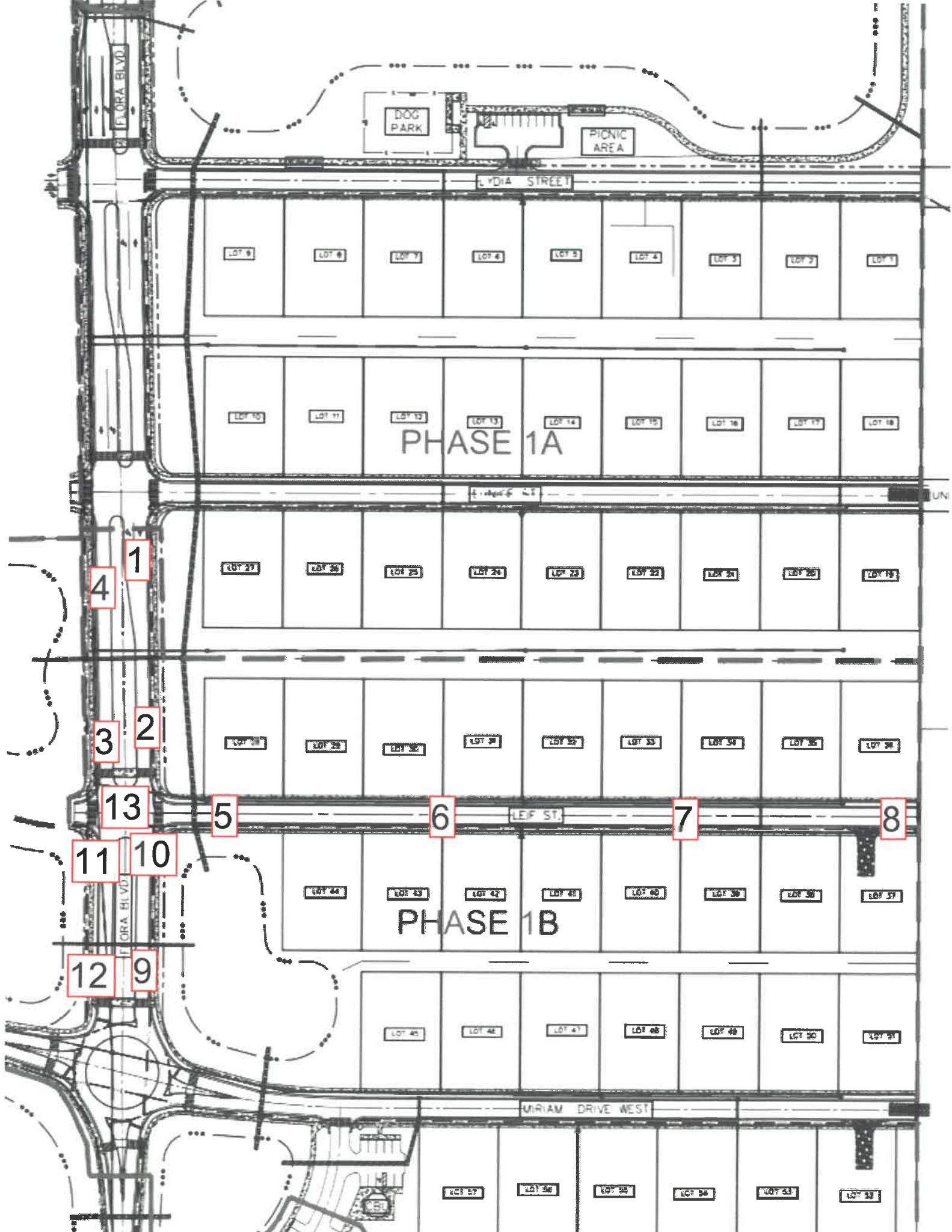
\* Travel time and mileage will be billed in accordance with the contract.

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

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

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





EVORA BLVD

DOG PARK

PICNIC AREA

LYDIA STREET

LOT 9 LOT 8 LOT 7 LOT 6 LOT 5 LOT 4 LOT 3 LOT 2 LOT 1

LOT 10 LOT 11 LOT 12 LOT 13 LOT 14 LOT 15 LOT 16 LOT 17 LOT 18

PHASE 1A

LEIF ST

LOT 19 LOT 20 LOT 21 LOT 22 LOT 23 LOT 24 LOT 25 LOT 26 LOT 27

LOT 28 LOT 29 LOT 30 LOT 31 LOT 32 LOT 33 LOT 34 LOT 35 LOT 36

4

1

3

2

13

5

6

7

8

11

10

PHASE 1B

LOT 37 LOT 38 LOT 39 LOT 40 LOT 41 LOT 42 LOT 43 LOT 44

LOT 45 LOT 46 LOT 47 LOT 48 LOT 49 LOT 50 LOT 51

MIRIAM DRIVE WEST

LOT 52 LOT 53 LOT 54 LOT 55 LOT 56

EVORA BLVD

12

9



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

**SOIL DENSITY REPORT**

**Job Name:** Flora Farm      **Job Number:** 35144  
**Location:** Moyock      **Technician:** Chris Noel  
**Contractor:**      **Date:** 11/21/2024

TEST #	Lot #	ELEVATION	IN-PLACE WET DENSITY	IN-PLACE Dry DENSITY pcf	COMP %	Moisture %	Spec	REMARKS PASS/FAIL
1		0	142.6	135.4	98.0%	5.3%	98%	PASS
2		0	144.8	137.3	99.4%	5.3%	98%	PASS
3		0	144.9	135.8	98.3%	6.7%	98%	PASS
4		0	145.0	136.4	98.8%	6.3%	98%	PASS
5		0	145.0	137.6	99.6%	5.4%	98%	PASS
6		0	144.3	136.8	99.1%	5.5%	98%	PASS
7		0	142.9	136.5	98.8%	4.7%	98%	PASS
8		0	142.4	135.9	98.4%	4.8%	98%	PASS
9		0	142.8	135.6	98.2%	5.3%	98%	PASS
10		0	144.8	137.3	99.4%	5.5%	98%	PASS
11		0	143.9	135.9	98.4%	5.9%	98%	PASS
12		0	143.8	135.6	98.2%	6.1%	98%	PASS
13		0	144.1	136.2	98.6%	5.8%	98%	PASS
Material Mark	Description	Optimum Moisture	MAXIMUM Dry UNIT WEIGHT (pcf)		Location			
A	Stone	5.4	138.1		Road			



**ECS Southeast, LLC**  
6714 Netherlands Drive  
Wilmington, NC 28405  
9106869114  
9106869666

# LETTER OF TRANSMITTAL

November 27, 2024  
Quality Home Builders of Currituck  
1643 Merrimac Trail Suite A  
Williamsburg, VA 23185  
ATTN: Mr. Lloyd Ward

RE: **Flora Farm Subdivision**  
ECS Job # **22:35144**  
  
Permits:  
Location: **survey road**  
**Moyock, NC 27958**

Field Reports       For your use       As requested

CC:

ENCL: Field Report # 16      11/26/2024      ABC Stone Density

Kris J. Stamm  
Office Manager, Principal

Wade A. Wetherington, E.I.  
Project Manager

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

## FIELD REPORT

Project **Flora Farm Subdivision**  
 Location **Moyock, NC**  
 Client **Quality Home Builders of Currituck**  
 Contractor **None Listed**

Project No. **22:35144**  
 Report No. **16**  
 Day & Date **Tuesday 11/26/2024**  
 Weather **64 °/ Cloudy**  
 On-Site Time **2.25**  
 Lab Time **0.00**  
 Travel Time\* **4.50**  
 Total **6.75**  
 Re Obs Time **0.00**

Remarks **ABC Stone Density**

Trip Charges*	Tolls/Parking*	Mileage* <b>240</b>	Time of Arrival	Departure
Chargeable Items <b>5000</b>			<b>11:30A</b>	<b>1:45P</b>

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

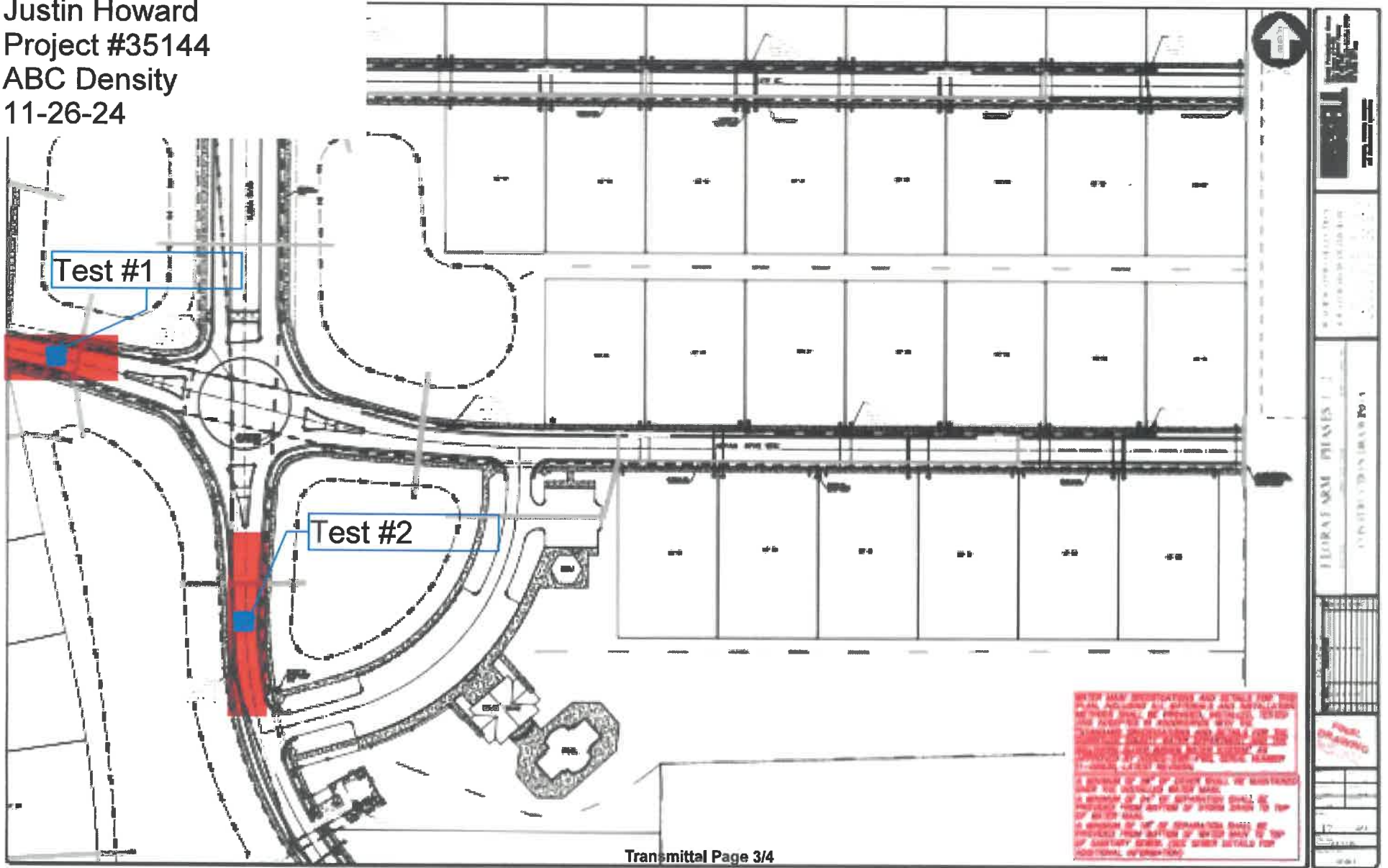
Summary of Services Performed (field test data, locations, elevations & depths are estimates) & Individuals Contacted.
------------------------------------------------------------------------------------------------------------------------

The undersigned arrived on site, as requested, to check the compaction of ABC stone for the round about off of West Drive. Please see the attached sketch for the approximate density test locations.

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

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

Justin Howard  
 Project #35144  
 ABC Density  
 11-26-24



**THIS PLAN IDENTIFICATION AND DETAILS FOR THE  
 PROJECT AND ALL UTILITIES AND SERVICES  
 ARE SUBJECT TO APPROVAL BY THE  
 LOCAL AGENCIES AND SHALL BE THE  
 RESPONSIBILITY OF THE APPLICANT. THE  
 APPLICANT SHALL BE RESPONSIBLE FOR  
 OBTAINING ALL NECESSARY PERMITS  
 FROM ALL AGENCIES AND SHALL MAINTAIN  
 ALL RECORDS FOR THE PROJECT.**

**A REVIEW OF THE PROJECT SHALL BE CONDUCTED  
 AND THE APPLICANT SHALL MAINTAIN  
 ALL RECORDS FOR THE PROJECT.**

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 AND THE APPLICANT SHALL MAINTAIN  
 ALL RECORDS FOR THE PROJECT.**

<p>FLORA FARM PHASE 1        CIVIL SITE PLAN DRAWING NO. 1</p>
<p>APPROVED</p>
<p>DATE</p>



## Field Compaction Summary, D6938

Project No: 22:35144

Project Name: Flora Farm Subdivision

Date: 11/26/2024

ECS Southeast, LLC

Client: Quality Home Builders of Currituck

Contractor:

Technician: Justin R Howard

Test Method D6938			
Nuclear Gauge No. 13			
Make		Density Std	2080
Model		Moisture Std	847
Ser. No.	237		

Sample No.				Description			Proctor Method					Uncorrected Max. Density			Uncorrected Optimum Moisture Content
DT-4				ABC Stone			Modified Proctor Method (ASTM D-1557)					138.1			5.4
Test No.	Lot No.	Test Mode	Probe Depth (in.)	Station / Location	Lift / Elev	Sample No.	% Oversize	Corrected Max. Density	Corrected Optimum Moisture Content (%)	Wet Density (pcf)	Dry Density (pcf)	Moisture Content (%)	Percent Comp. (%)	P / F	Comments
1	1	DT	4	Test #1	0	DT-4	0.00	138.1	5.4	145.8	138.2	5.5	100.1	P	
2	2	DT	4	Test #2	0	DT-4	0.00	138.1	5.4	142.7	136.1	4.8	98.6	P	



**ECS Southeast, LLC**  
6714 Netherlands Drive  
Wilmington, NC 28405  
9106869114  
9106869666

# LETTER OF TRANSMITTAL

November 27, 2024  
Quality Home Builders of Currituck  
1643 Merrimac Trail Suite A  
Williamsburg, VA 23185  
ATTN: Mr. Lloyd Ward

RE: **Flora Farm Subdivision**  
ECS Job # **22:35144**  
  
Permits:  
Location: **survey road**  
**Moyock, NC 27958**

Field Reports       For your use       As requested

CC:

ENCL: Field Report # 18      11/22/2024      Asphalt Density

Kris J. Stamm  
Office Manager, Principal

Wade A. Wetherington, E.I.  
Project Manager

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

# FIELD REPORT

Project **Flora Farm Subdivision**  
Location **Moyock, NC**  
Client **Quality Home Builders of Currituck**  
Contractor **None Listed**

Project No. **22:35144**  
Report No. **18**  
Day & Date **Friday 11/22/2024**  
Weather **42 ° / Cloudy**  
On-Site Time **6.25**  
Lab Time **0.00**  
Travel Time\* **2.50**  
Total **8.75**  
Re Obs Time **0.00**

Remarks **Asphalt Density**

Trip Charges*	Tolls/Parking*	Mileage* <b>125</b>	Time of Arrival	Departure
Chargeable Items			<b>9:15A</b>	<b>3:30P</b>

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

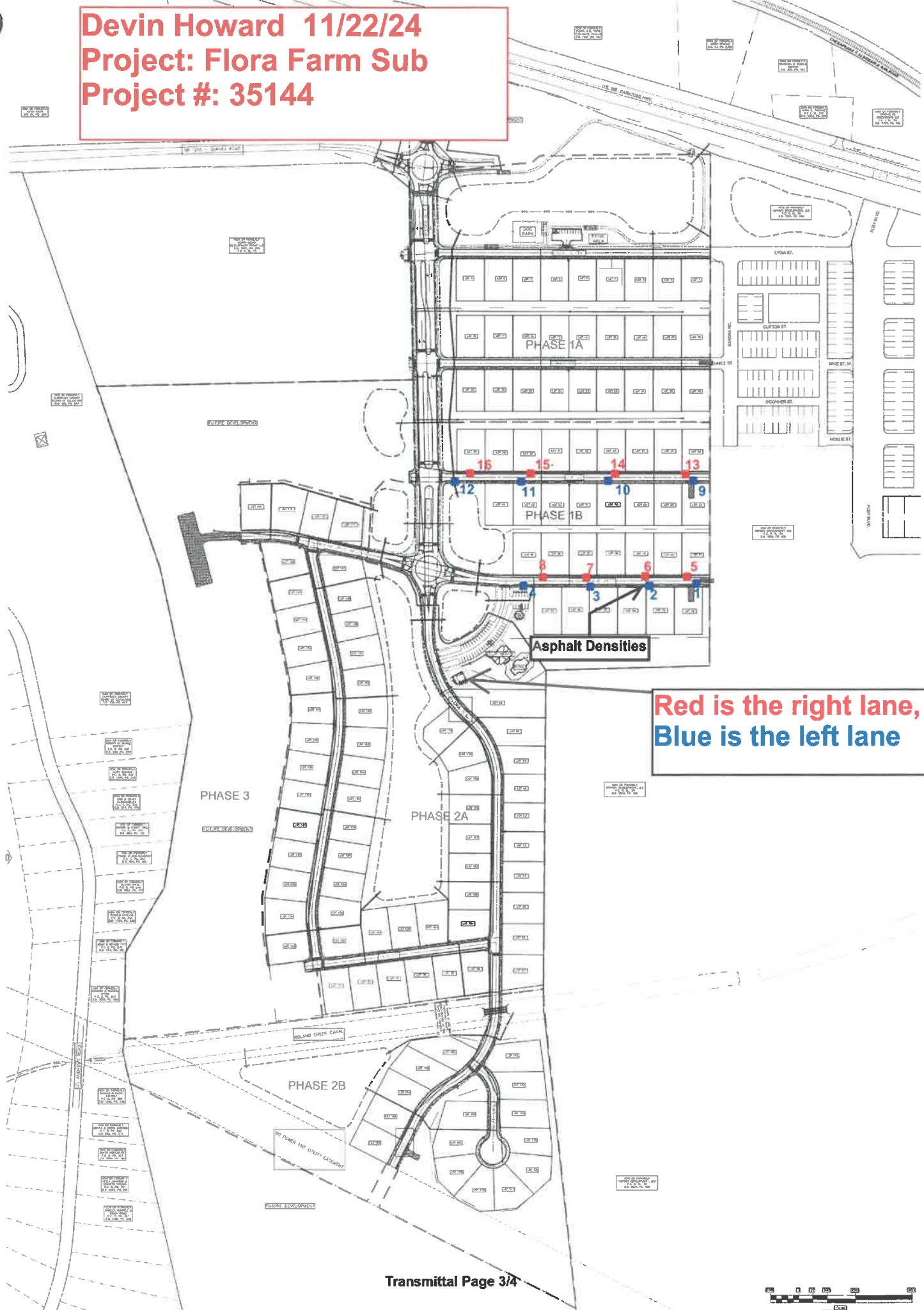
**Summary of Services Performed (field test data, locations, elevations & depths are estimates) & Individuals Contacted.**

The undersigned arrived on site, as requested, to observe the placement and compaction of SM9.5B asphalt for Miriam Drive West and Leif Street. Please see the attached sketch for the approximate test locations.

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



**Devin Howard 11/22/24**  
**Project: Flora Farm Sub**  
**Project #: 35144**



**Asphalt Densities**

**Red is the right lane,**  
**Blue is the left lane**







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

**ASPHALT DENSITY REPORT**

**Job Name:** Flora Farm Subdivision  
**Location:** Moyock, NC  
**Contractor:** C&L Concrete Works Inc.

**Job Number:** 35144  
**Technician:** Devin Howard  
**Date:** 11/22/2024

TEST #	TEST LOCATION	DEPTH ELEVATION	ASPHALT TYPE	IN-PLACE DENSITY (wet) pcf	COMP %	SPEC%	REMARKS PASS/FAIL
1	Left Lane of Miriam Drive	Surface	SM9.5B	141.7	92.8%	90%	PASS
2	Left Lane of Miriam Drive	Surface	SM9.5B	144.3	94.5%	90%	PASS
3	Left Lane of Miriam Drive	Surface	SM9.5B	140.6	92.0%	90%	PASS
4	Left Lane of Miriam Drive	Surface	SM9.5B	139.6	91.4%	90%	PASS
5	Right Lane of Miriam Drive	Surface	SM9.5B	139.3	91.2%	90%	PASS
6	Right Lane of Miriam Drive	Surface	SM9.5B	140.3	91.8%	90%	PASS
7	Right Lane of Miriam Drive	Surface	SM9.5B	142.7	93.4%	90%	PASS
8	Right Lane of Miriam Drive	Surface	SM9.5B	139.3	91.2%	90%	PASS
9	Left Lane of Leif St.	Surface	SM9.5B	141.5	92.6%	90%	PASS
10	Left Lane of Leif St.	Surface	SM9.5B	138.0	90.3%	90%	PASS
11	Left Lane of Leif St.	Surface	SM9.5B	141.8	92.8%	90%	PASS
12	Left Lane of Leif St.	Surface	SM9.5B	143.7	94.1%	90%	PASS
13	Right Lane of Leif St.	Surface	SM9.5B	142.0	93.0%	90%	PASS
14	Right Lane of Leif St.	Surface	SM9.5B	141.2	92.4%	90%	PASS
15	Right Lane of Leif St.	Surface	SM9.5B	139.6	91.4%	90%	PASS
16	Right Lane of Leif St.	Surface	SM9.5B	138.5	90.7%	90%	PASS

Average: 163.96%

ASPHALT TYPE	MIX DESIGN (JMF)	MAXIMUM SPECIFIC GRAVITY (Gmm)	MAXIMUM WET UNIT WEIGHT (pcf)	ASPHALT SUPPLIER
SM-9.5B		2.448	152.8	ST Wooten



**ECS Southeast, LLC**

6714 Netherlands Drive

Wilmington, NC 28405

9106869114

9106869666

**LETTER OF TRANSMITTAL**

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

RE: **Flora Farm Subdivision**

ECS Job # **22:35144**

Permits:

Location: **survey road  
Moyock, NC 27958**

Field Reports       For your use       As requested

CC:

ENCL: Field Report # 19      12/4/2024

Kris J. Stamm  
Office Manager, Principal

William C. McKinnon  
Field Services Manager

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

## FIELD REPORT

Project **Flora Farm Subdivision**  
 Location **Moyock, NC**  
 Client **Quality Home Builders of Currituck**  
 Contractor **None Listed**

Project No. **22:35144**  
 Report No. **19**  
 Day & Date **Wednesday 12/4/2024**  
 Weather **40 °/ Sunny**  
 On-Site Time **5.75**  
 Lab Time **0.50**  
 Travel Time\* **2.25**  
 Total **8.50**  
 Re Obs Time **0.00**

Remarks

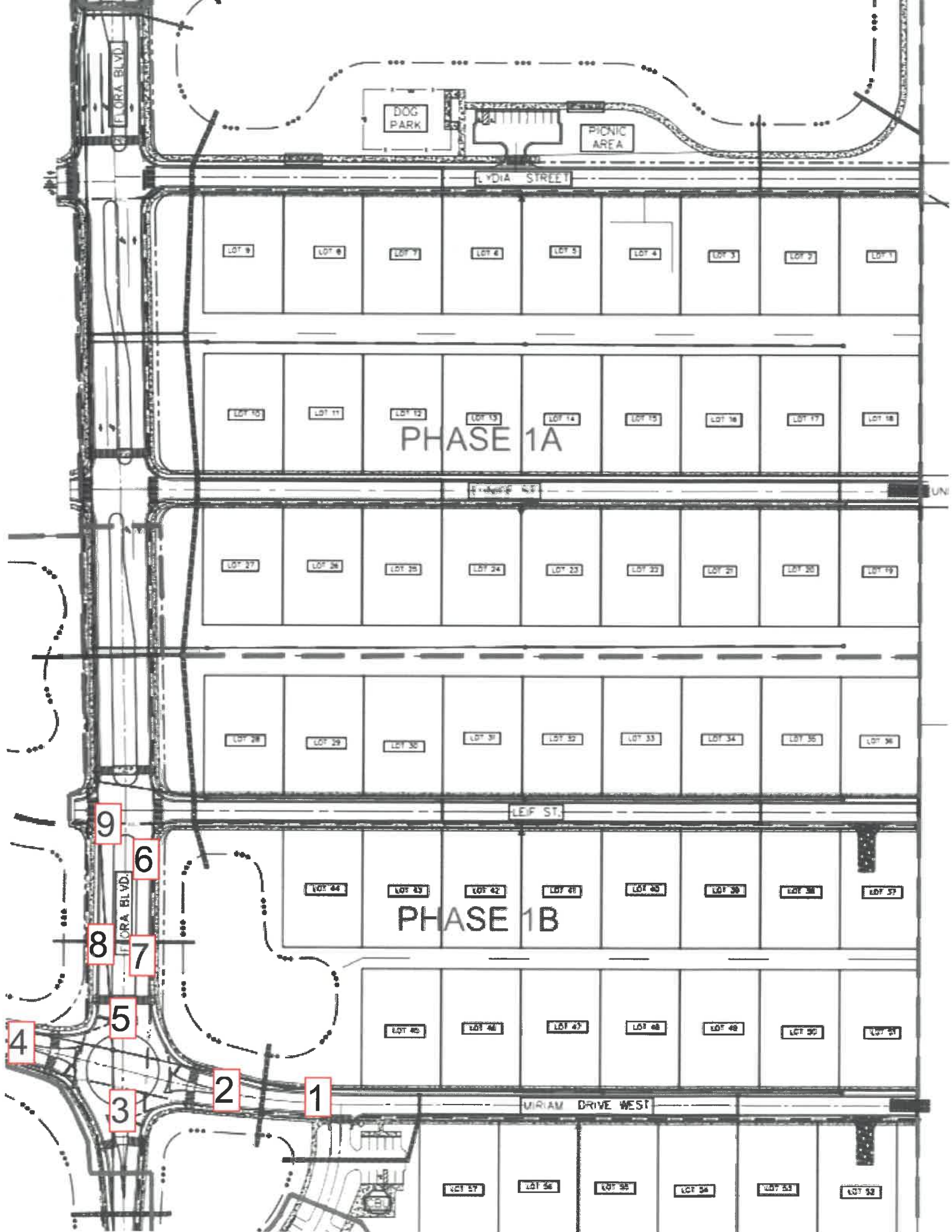
Trip Charges*	Tolls/Parking*	Mileage* <b>117</b>	Time of Arrival	Departure
Chargeable Items			<b>10:00A</b>	<b>3:45P</b>

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

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

The undersigned (NCDOT certified QMS technician\*\*) arrived on site, as requested, to observe the placement and compaction of RS 9.5B asphalt for the Surface Road. Please see the attached sketch for the approximate test locations.

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





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

**ASPHALT DENSITY REPORT**

**Job Name:** Flora Farm **Job Number:** 35144  
**Location:** Moyock **Technician:** Chris Noel  
**Contractor:** **Date:** 12/4/2024

TEST #	TEST LOCATION	DEPTH ELEVATION	ASPHALT TYPE	IN-PLACE DENSITY (wet) pcf	COMP %	SPEC%	REMARKS PASS/FAIL
1	Surface Road	Surface	RS 9.5B	138.1	90.1%	90%	PASS
2	Surface Road	Surface	RS 9.5B	138.3	90.3%	90%	PASS
3	Surface Road	Surface	RS 9.5B	138.7	90.5%	90%	PASS
4	Surface Road	Surface	RS 9.5B	137.9	90.0%	90%	PASS
5	Surface Road	Surface	RS 9.5B	138.8	90.6%	90%	PASS
6	Surface Road	Surface	RS 9.5B	139.2	90.9%	90%	PASS
7	Surface Road	Surface	RS 9.5B	138.5	90.4%	90%	PASS
8	Surface Road	Surface	RS 9.5B	139.7	91.2%	90%	PASS
9	Surface Road	Surface	RS 9.5B	138.4	90.3%	90%	PASS
ASPHALT TYPE	MIX DESIGN (JMF)	MAXIMUM SPECIFIC GRAVITY (Gmm)		MAXIMUM WET UNIT WEIGHT (pcf)		ASPHALT SUPPLIER	
RS 9.5B		2.455		153.2			



**ECS Southeast, LLC**

6714 Netherlands Drive  
Wilmington, NC 28405  
9106869114  
9106869666

**LETTER OF TRANSMITTAL**

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

RE: **Flora Farm Subdivision**  
ECS Job # **22:35144**  
Permits:  
Location: **survey road**  
**Moyock, NC 27958**

Field Reports       For your use       As requested

CC:

ENCL: Field Report # 20      12/5/2024

Kris J. Stamm  
Office Manager, Principal

William C. McKinnon  
Field Services Manager

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

# FIELD REPORT

Project **Flora Farm Subdivision**  
Location **Moyock, NC**  
Client **Quality Home Builders of Currituck**  
Contractor **None Listed**

Project No. **22:35144**  
Report No. **20**  
Day & Date **Thursday 12/5/2024**  
Weather **50 °/ Sunny**  
On-Site Time **0.75**  
Lab Time **0.50**  
Travel Time\* **4.00**  
Total **5.25**  
Re Obs Time **0.00**

Remarks

Trip Charges*	Tolls/Parking*	Mileage* <b>230</b>	Time of Arrival	Departure
Chargeable Items			<b>3:45P</b>	<b>4:30P</b>

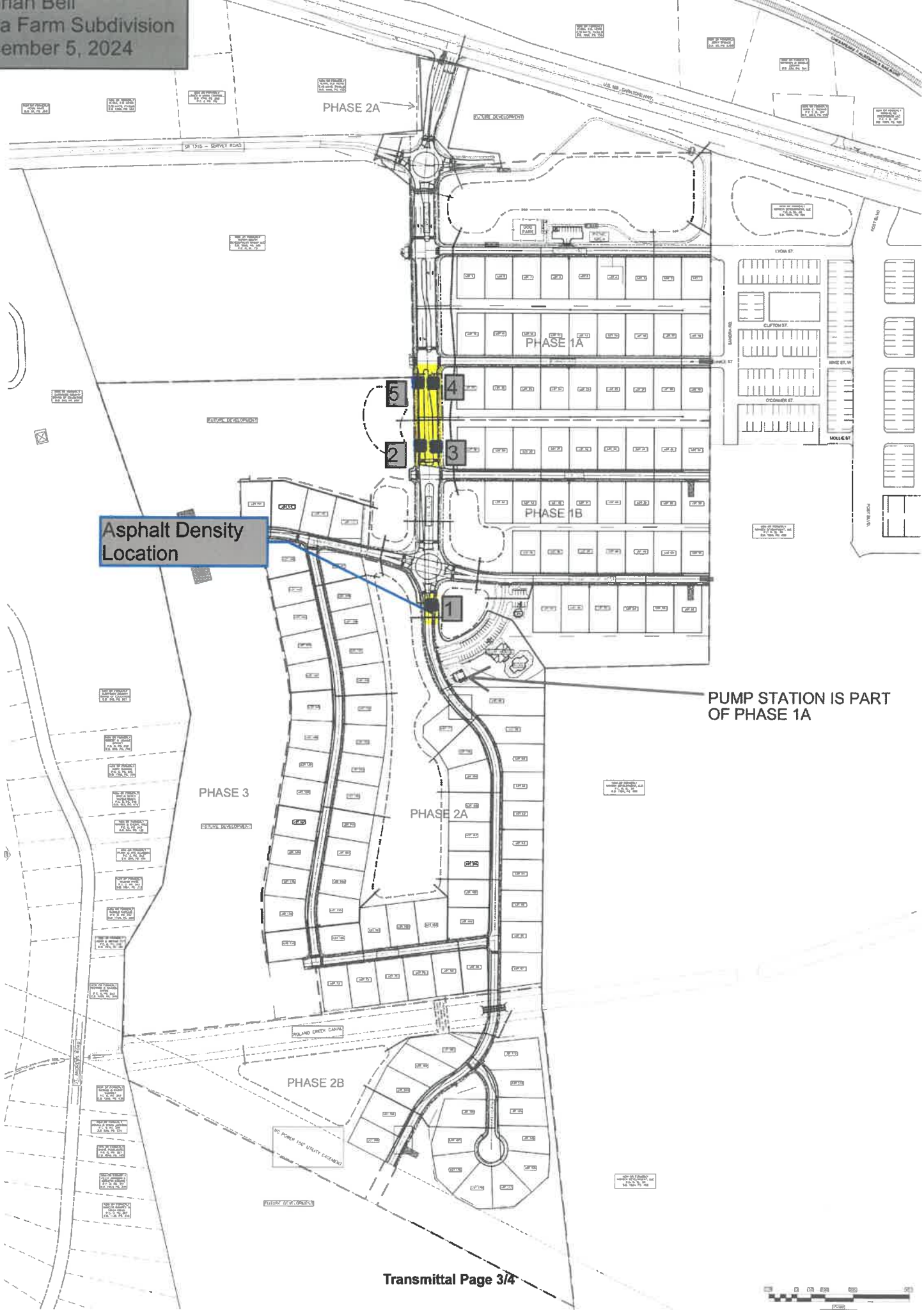
\* Travel time and mileage will be billed in accordance with the contract.

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

The undersigned arrived on site, as requested, to observe the placement and compaction of RS9.5 asphalt for Flora Blvd. Please see the attached sketch for the approximate test locations.

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





Asphalt Density Location

PUMP STATION IS PART OF PHASE 1A





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

**ASPHALT DENSITY REPORT**

**Job Name:** Flora Farm Subdivision      **Job Number:** 35144  
**Location:** Moyock      **Technician:** Adorian Bell  
**Contractor:** C&L Asphalt      **Date:** 12/5/2024

TEST #	TEST LOCATION	DEPTH ELEVATION	ASPHALT TYPE	IN-PLACE DENSITY (wet) pcf	COMP %	SPEC%	REMARKS PASS/FAIL
1	Flora Blvd	Surface	9.5B	139.8	91.3%	90%	PASS
2	Flora Blvd	Surface	9.5B	139.3	90.9%	90%	PASS
3	Flora Blvd	Surface	9.5B	145.9	95.2%	90%	PASS
4	Flora Blvd	Surface	9.5B	140.2	91.5%	90%	PASS
5	Flora Blvd	Surface	9.5B	139.2	90.9%	90%	PASS
<b>ASPHALT TYPE</b>	<b>MIX DESIGN (JMF)</b>	<b>MAXIMUM SPECIFIC GRAVITY (Gmm)</b>		<b>MAXIMUM WET UNIT WEIGHT (pcf)</b>		<b>ASPHALT SUPPLIER</b>	
RS-9.5B		2.455		153.2		Allen Meyer	

ECS Mid-Atlantic, LLC

PROJECT NUMBER: 22-35144  
 DATE: 3-Dec-24

PROJECT NAME: Flora Farms Subdivision  
 SAMPLE ID: SM 9.5B

GYRATORY COMPACTION (AASHTO T-312)																									
Sample No.	Nini	Ndes	IN AIR	SSD	IN WATER	Gmb @ Ndes (meas.)	Gmb @ Ndes (est.)	Sample Vol. (cm3) @ Nini @ Ndes		CORR. FACTOR	Gmb @ Nini (meas.)	Gmb @ Nini (est.)	Gmm (meas.)	VTM @ Ndes											
Averages																									
BULK DENSITY OF CORES (AASHTO T-166)										<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Agg. Absorbtion (%)</td><td> </td></tr> <tr><td>Aggregate Gs</td><td> </td></tr> <tr><td>P0.075 / ACeff</td><td> </td></tr> <tr><td>VMA @ Ndes</td><td> </td></tr> <tr><td>VFA @ Ndes</td><td> </td></tr> <tr><td>%Gmm @ Ndes</td><td> </td></tr> </table>				Agg. Absorbtion (%)		Aggregate Gs		P0.075 / ACeff		VMA @ Ndes		VFA @ Ndes		%Gmm @ Ndes	
Agg. Absorbtion (%)																									
Aggregate Gs																									
P0.075 / ACeff																									
VMA @ Ndes																									
VFA @ Ndes																									
%Gmm @ Ndes																									
Sample No.	HEIGHT (IN.)	IN AIR	SSD	IN WATER	Gs (Gmb)	DENSITY (PCF)	H2O AB-SORB. (%)	VOIDS (%)	COMPACTION (%)																
Averages																									
GRADATION (AASHTO T-30)					ASPHALT CONTENT BY IGNITION (AASHTO T-308)					MIX TARGETS															
Sieve (mm)	WEIGHT (g)	RETAIN (%)	PASS (%)	AASHTO M-323 J.M.F.	Pan (g): 3087.2		Asphalt & Pan, Initial (g): 4836.2			Gmb:															
50.0		0.0	100.0		Asphalt (g): 1749.0		Asphalt & Pan, Final (g): 4726.8			Gmm:															
37.5		0.0	100.0		Aggregate (g): 1639.6		Asphalt Content (g): 109.4			A.C., %:															
25.0		0.0	100.0		Correction Factor: 0.0		Asphalt Content, % (A.C.): 6.3			Mix Design No.															
19.0	0	0.0	100.0	100 Min.	Corrected Asphalt Content, % (A.C.): 6.3																				
MAXIMUM THEORETICAL SPECIFIC GRAVITY (AASHTO T-209)																									
12.5	27.9	1.7	98.3	100	RICE Bowl, Empty (g):		Asphalt, RICE Bowl, & Water (g):																		
9.5	74.1	4.5	95.5	90-100	Asphalt & RICE Bowl (g):		RICE Bowl & Water (g):																		
4.75	489.3	29.8	70.2	Max 90	Asphalt (g):		WATER TEMPERATURE (C):																		
2.36	789.0	48.1	51.9	32-67	SPECIFIC GRAVITY (Gmm):		(PCF):																		
1.18	995.5	60.7	39.3		NOTES:																				
0.60	1198.8	73.1	26.9																						
0.30	1363.3	83.1	16.9																						
0.15	1465.1	89.4	10.6																						
0.075	1519.5	92.7	7.3	4-8																					
Pan																									





December 10, 2024

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

ECS Proposal No. 22:35144

Reference: Coring Addendum  
Flora Subdivision Phase 1B  
Leif Street, Miriam Drive West, Flora Boulevard  
Moyock, North Carolina

Dear Mr. Arnette:

As requested, ECS Southeast, LLC (ECS) visited the site on various occasions to test the subbase and asphalt for the referenced roadways. ECS observed the roadway construction for Leif Street, Miriam Drive West, and Flora Boulevard in Phase 1B and tested the subbase and asphalt placement. A paving letter was previously completed and forwarded. Coring results were not available at the time of that letter. The results of the coring are shown in Table 1 including thickness and bulk specific gravity.

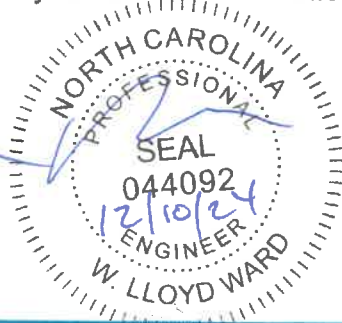
**Table 1 – Asphalt Laboratory Test Results**

Sample #	Asphalt Type	Average Sample Thickness	Specific Gravity	Percent Compaction (min. 90%)
C-1	S-9.5B	2.75	2.241	91.5
C-2	S-9.5B	3.37	2.208	90.2
C-3	S-9.5B	2	2.224	90.8
C-4	S-9.5B	3	2.236	91.3
C-5	S-9.5B	3.37	2.234	91.3
C-6	S-9.5B	2.87	2.264	92.5
<b>Average</b>	S-9.5B	2.893	2.234	91.3

It is our engineering opinion that the asphalt was placed in general accordance with NCDOT standards based on the previous data and core information. We appreciate being of service to you on this project. Should you need additional information or assistance, please do not hesitate to contact our office.

Respectfully,  
ECS Southeast, LLC

  
W. Lloyd Ward, P.E.  
Principal Engineer



  
Wade Wetherington, E.I.  
Project Manager

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