

Quible

Quible & Associates, P.C.

ENGINEERING • ENVIRONMENTAL SCIENCES • PLANNING • SURVEYING
SINCE 1959

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January 25, 2024

Jennie Turner, CFM
Senior Planner
Currituck County Planning & Zoning
153 Courthouse Road, Suite 110
Currituck, NC 27929

Re: Final Plat Application Package
Penny's Hill Beach Club (formerly Munson Hill Subdivision)
Corolla, Currituck County, NC

Ms. Turner,

On behalf of South Ocean, LLC, Penny's Hill, LL, & West Beach, LLC, Quible & Associates, P.C. hereby submits a Final Plat Application package for the subject referenced project located in Corolla, Currituck County.

The following documents are included digitally in the submitted CD and shall be considered part of this Application package:

- One (1) copy of the signed Major Subdivision Application Form;
- One (1) copy of the Final Plat;
- One (1) copy of the Asbuilt Survey;
- One (1) copy of the HOA By-Laws and Restrictive Covenants;
- One (1) copy of the Verification of Reserve Fund Account;

At your earliest convenience, please review and do not hesitate to contact me by phone at (252) 491-8147 or by email at dtillett@quible.com should you have any questions or require additional information.

Sincerely,
Quible & Associates, P.C.



Dylan L. Tillett, P.E.

Enc.: as stated

Cc: South Ocean, LLC, Penny's Hill, LLC, & West Beach, LLC
File

NORTH CAROLINA
CURRITUCK COUNTY

DECLARATION OF PROTECTIVE COVENANTS
FOR PLANNED COMMUNITY

THIS DECLARATION is made and entered the ___ day of _____, 2024 by Penny's Hill, LLC, West Beach, LLC, and South Ocean, LLC, referred to herein as the Declarants.

RECITALS:

Duly filed in the office of the Register of Deeds for Currituck County in Plat Cabinet E, slide/Page 45 is a subdivision map for "Munson Hill Subdivision". The Munson Hill Subdivision consists of four (4) lots. Penny's Hill, LLC, West Beach, LLC, and South Ocean, LLC are the owners of all the lots in the Munson Hill subdivision.

Penny's Hill, LLC, West Beach, LLC, and South Ocean, LLC have collectively applied to Currituck County for approval of a major subdivision which is named "Penny's Hill Beach Club" and is referred to by name or as the "Subdivision" in this Declaration. The Penny's Hill Beach Club subdivision includes all the property which was shown on the subdivision map of Munson Hill Subdivision. The Penny's Hill Beach Club subdivision consists of four (4) lots and the roads, streets, and easements shown on the map of the Subdivision. This Declaration is filed for the purpose of establishing an association of the owners of the lots in the Subdivision, and establishing covenants and restrictions which shall be applicable to the lots in the Subdivision. The Declarants intend that the Subdivision shall be a planned community as defined in and governed by NCGS 47F, the Planned Community Act (which is referred to herein as the PCA).

TERMS

1. By this declaration the previously recorded maps and plats of the Munson Hill Subdivision and the terms and provisions of any previously recorded declaration of covenants and restrictions are declared to be terminated and no longer applicable to the property shown on the subdivision map of Penny's Hill Beach Club. Any easement,

right-of-way, setback, covenant, or restriction shall be considered to be terminated, removed, and forever extinguished upon the recording of the subdivision map of Penny's Hill Beach Club. In the place of the prior subdivision map and of any prior recorded declaration, covenants, easement, or similar restrictions shall be the terms and provisions of this Declaration and the recorded subdivision map of Penny's Hill Beach Club subdivision.

2. The properties shown on the map of Penny's Hill Beach Club and identified in this declaration are declared to be a planned community as described in North Carolina General Statutes Chapter 47F. This declaration is made in accordance with 47F-1-102 and all the provisions of Chapter 47F will hereafter be applicable to the subdivision and properties as set forth herein.
3. The Penny's Hill Beach Club Property Owners Association shall be deemed to be an association of property owners which is specified in 47F-3-101, having all the powers and authority specified in the PCA.
4. The real property which is the subject of this declaration includes all of the lots, common areas, common features, roadways, easements, and streets of Penny's Hill Beach Club shown on the maps and plats referred to in the recitals of this declaration as well as any appurtenant or additional lots or properties which are submitted to this declaration by the owners of such properties through the execution of this declaration and any additional lots or properties shown on the plats which are accessed by the roads and streets shown on the subdivision maps.
5. Without limiting any other provision of this declaration, the following roads, and streets are declared to be dedicated for use by the members of the association and will be maintained by the association as a common property in accordance with Chapter 47F: Munson Lane, Ocean Pearl Road, the access easement and *cul-de-sac* which is adjacent to Lots 1, 2, and 3.
6. No lot within the subdivision shall be used except for residential purposes.
7. By this declaration there is established an association of property owners known as the Penny's Hill Beach Club Property Owners Association and referred to in this declaration as the "Association". Upon incorporation with the State of North Carolina, the Association shall be the "Penny's Hill Beach Club Property Owners Association Inc." or such similar name as may be approved by the office of the North Carolina Secretary of State. Each lot owner of the Penny's Hill Beach Club subdivision shall automatically become a member of the Association. Each lot shall be entitled to equal voice or vote in the affairs of the association. The association shall have the right to assess the owners of lots within the subdivision for its prorated share of various costs. Such costs will include the costs of maintenance of common properties, streets, and utilities (if any) within the Subdivision, the cost of liability insurance, all taxes which may be assessed against the properties of the association, the maintenance of any funds, including reserve funds, which are established or may be required by Currituck County for the subdivision and

other common expenses as may be determined from time to time by the vote of a majority of the members of the Association. Any delay on the part of the Declarants or by the owners of lots within the Subdivision to formally organize the Association or to exercise rights belonging to the Association or to otherwise cause the Association to function as a legal entity, shall not invalidate or effect the right to form the Association. Until such time as the association shall be formally incorporated under the laws of the State of North Carolina, it shall exist as an unincorporated association.

8. To provide for payment of costs and common expenses as referred to hereinabove, each lot within the subdivision shall be subject to the obligation for the payment of dues and assessments. The association shall have the right to impose regular and special assessments, dues, and similar charges upon each of the lots in the subdivision and to place a lien against any of the lots within the subdivision to collect unpaid dues or assessments and to maintain a civil action for collection of such sums.
9. Each Declarant and each subsequent owner of a lot in the subdivision, by acceptance of a conveyance for a lot within the subdivision, whether or not it shall be expressed in any such deed or conveyance, regardless of the method of conveyance and regardless of whether such subsequent owner is one of the Declarants, a direct purchaser from any of the Declarants, or a successive purchaser of a lot, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.
10. The assessments levied by the association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the subdivision and the property owners, and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the homes situated upon the lots within the subdivision, including but not limited to, the payment of taxes and insurance on common properties, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.
11. The initial annual assessment shall be \$200.00 per lot. In addition to the annual assessment, the association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital item or improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided any such assessment shall have the assent of three-fourths (3/4th) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

12. The quorum required for any meeting to take any action authorized by this declaration shall be as follows: At the first meeting called, the presence at the meeting of members or of proxies, entitled to cast seventy-five percent (75%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, following 10-days written notice to all property owners, and the required quorum at any such subsequent meeting shall be one-half (1/2) of all the votes of the membership.
13. The annual assessments provided for herein shall commence thirty (30) days from the recording of these restrictive covenants for the remainder of the calendar year when these covenants are recorded. The assessment for each succeeding year shall become due and payable on the 1st day of January of each year. For purposes of levying the assessment, assessments shall be paid in advance and shall be levied against any property which is subject to the declaration or any supplemental declaration. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.
14. If dues or assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon and costs of collection thereof, including attorney's fees, thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representative, and assigns.
15. If the assessment is not paid within thirty (30) days after the due date, a penalty fee not to exceed \$100.00 shall be added thereto and from that date interest at the then legal rate as established by law may be added to the delinquent balance and penalty and the association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest, the cost of preparing and filing a complaint in such action and in the event that judgment is obtained, such judgment shall include interest on the total amount as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action.
16. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve any property owner from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.
17. This declaration has been signed as set forth below and by the attached signature pages the ____ day of _____, 2024.

NORTH CAROLINA
CURRITUCK COUNTY

I, a Notary Public for the aforementioned State and County do hereby certify that
_____ personally appeared before me this day
and acknowledged the execution of the foregoing declaration in the capacity of _____ .

Witness my hand and seal, this the ___ day of _____ 2024

My commission expires:

Notary Public

Signature page for Declaration –

Signature:
Name (typed or printed):
Property address or lot number:

Signature
Name (typed or printed):
Property address or lot number:

NORTH CAROLINA
COUNTY OF

I, a Notary Public for the aforementioned State and County do hereby certify that the persons named above, to wit: _____ and _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and seal, this the ___ day of _____ 2024.

My commission expires:

Notary Public



Subdivider Maintenance Responsibility and Reserve Fund Creation Affidavit

Contact Information

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

Phone: 252.232.3055
Fax: 252.232.3026

Website: www.co.currituck.nc.us/departments/planning-community-development

Affidavit

I, Nathan Judge - Manager South Ocean LLC, subdivider of _____

Penny's Hill Beach Club (Subdivision Name) certify that:

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

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

- At least 75% of the total number of lots in the subdivision are sold.
- The subdivider commissions a report prepared by a licensed engineer indicating that all common areas, common features, and infrastructure elements comply with the minimum standards in the Unified Development Ordinance and the County Code of Ordinances.
- County staff reviews and approves the report prepared by a registered engineer.
- The reserve fund contains a minimum balance equal to: a) 10% of the road construction costs for streets not maintained by NCDOT at the time of transfer (gravel base and asphalt only); b) 10% of construction costs of common features and private infrastructure, excluding sidewalks and street trees; c) liability insurance and taxes for two years; and, d) facilities, stormwater, and landscaping maintenance costs for two years. The reserve fund balance shall be \$ 19,549 (attach cost breakdown sheet). In the event the association has not collected sufficient assessment funds from the lot owners in the subdivision to meet the minimum balance of \$ 19,549 in the reserve fund, the subdivider shall be responsible for the difference needed to meet the minimum balance requirements.

 Nathan Allen Judge

Signature

01/24/2024
Jan 23, 2024

Date

Notary Certificate

Newport News, Virginia _____ County, North Carolina

I, Winston Ndow a Notary Public for Newport News, Virginia
County, North Carolina, do hereby certify that Nathan Allen Judge
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 24th day of January, 2024



Winston Ndow

Notary Signature

My commission expires: 02/28/2027

Notarized online using audio-video communication