

**ALGONQUIN BOND COMPUTATIONS for LOC**

**1-26-26**

Sidewalk Bond: \$63,327.00 x 115% = \$72,826.05

Landscaping (Trees & Shrubs) (ExtechQuote): \$12,165.91 x 115% = \$13,990.80

**TOTAL: \$86,816.85**



*Building Quality and Value Into Every Project*

3225 Mansfield Lane  
Virginia Beach, VA 23457  
757-621-4847

# Quotation

**DATE** April 11, 2025  
**Quotation #** Q2025007  
**Customer ID** KIRBOR

**Bill To:**  
Rob Wadsworth  
KIRBOR Homes  
1521 Taylor Farm RD  
Virginia Beach, VA 23457  
757-630-0354

**Project Address:**  
Algonquin  
Currituck County, NC

*Quotation valid until:* May 11, 2025  
*Prepared by:* J.E. Nicolato

**Comments or special instructions:**

Description	AMOUNT
An estimate of permits, bonds, inspections, density/compaction testing, and as-built drawings are included.	\$ 44,417.05
Mobilization Includes: Movement of equipment by us and other subcontractors GPS model building 1.00 ls	\$ 15,046.70
E&S to include: Temporary construction entrance, 4 ea temporary check dams, Silt Fence 1,312.00 lf Skimmer 1.00 ea Skimmer outlet pipe 40.00 lf R.E.C.M. Temporary seeding 10.00 ac	\$ 24,860.35
Demolition to include: Entrance Pipe 15" HDPE Driveway Pipes Relocate of Mailboxes 3.00 ea Rip Rap 10.00 tn	\$ 3,963.10
Stormwater Installation: 15" HP Pipe 120.00 lf 18" HP Pipe 60.00 lf 24" HDPE 40.00 lf OCS -01 1.00 ls	\$ 23,997.60

Water Installation: water main extension and water services per plans with the following exceptions (Road crossing will be a jack and bore of a 16" casing instead of a directional bore). Price doesn't include WATER METERS	\$	123,825.43
Earthwork Including: Excavate pond, haul, re-spread (1400 CY) Strip top soil (4150CY), stockpile/re-spread Additional cuts needed to subbase & stockpile or reuse (2460 cy grading, prep/backfill (1510 LF), roadway ditch, as-built prep, ditch, swale, slope re-grade, sweep	Lot Sidewalk Re-grade	\$ 51,460.07
Stone Installation: stone under asphalt paving. 6" ABC under asphalt paving 900 tn	ABC	\$ 42,517.56
Site Concrete Installation: Includes: 4" x 5' wide plain sidewalks with tie-in to existing sidewalks. 4" Thick x Various Width Plain Sidewalks 7,587.00 sf 3,000 PSI mix 98.00 cy 4" Expansion joints 380.00 lf Labor for sidewalk 7,587.00 sf		\$ 63,327.00
Asphalt Installation: Includes: Fine grade, 2" of SF 9.5B surface asphalt. SF 9.5B asphalt paving over existing road & new roadway (320 tn)		\$ 57,386.36
Landscaping ( <b>excludes maintenance and watering</b> ). Will provide all designs, materials and labor for proposed landscape. All plant materials are guaranteed for a period of one year from date planted. There is no guarantee on annuals, sod, 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.		\$ 12,165.91
Signage to include material and installation posts/signs, parking lot striping and wheel stops		\$ 3,443.18

Electric installation including conduit (labor only) and street lights	\$	
	<b>SUBTOTAL:</b>	\$ 466,410.31
*****		
Option: Install 10 KIRBOR STANDARD Driveways With 20 LF of 15" HDPE Culvert Pipe	\$	71,390.13
	<b>TOTAL</b>	\$ 537,800.44

All work to be performed in accordance with Algonquin Site Plan (dated 2/14/25).

**GENERAL NOTES:**

EXTECH, warrants the improvements installed by this company and its subcontractors against defective materials and or workmanship for 12 months from the date of substantial completion of this contract or the placement of the base asphalt, whichever comes first. All contract modifications, plan revisions, etc. must be routed through EXTECH's office and it is the Owner's responsibility to insure EXTECH's office is provided with all plan changes and revisions and such revisions must be clearly noted. No retainage is to be held by the Owner from the Owner's monthly payments to the Contractor. This quotation will held firm for 30 days from the date quoted. After that time, prices will be subject to an increase for any documented cost increases throughout life of the project. The plans, details and specifications provided by the Owner to EXTECH will take precedent over all State/County/City and other Governmental entity's ordinances, standards and specifications.

**SITE PREP/EARTHWORK:**

Including, but limited to, stripping of the top ( 6" ) of (topsoil or surface material) for the street areas. All excavated material to remain on-site except as noted. All topsoil to be provided from on-site sources.

Excavation of streets and to plan grades shown. Cuts to fills are based upon using all ( onsite material ) with grading to plus or minus 0.1' of grade, building pad 6" below FFE. Silt fence, construction entrance, inlet/outlet protection, erosion control matting of slopes and temporary green area seeding are included.

**STORM DRAIN, WATER & SANITARY SEWER SYSTEMS:**

Including, but limited to, all pipe, structures, inlet protection, valves, fire hydrants, manholes, sewer services, testing, backfill with existing onsite material; bedding stone, up to 6" under pipe; & pavement patching. All service lines to at right of way for connections by others. EXTECH has provided Supplemental Unit Prices for providing imported select trench backfill. EXTECH includes (no select, imported) trench backfill except as noted under paved traffic areas. EXTECH will ensure the new drainage systems (installed by EXTECH) are clean near the completion of the drainage work. At that time, the Owner/Developer will assume responsibility for maintaining all erosion control and ensuring that the drainage systems remain clean. EXTECH will not be responsible for the re-cleaning of the drainage systems after the completion of our work or as a result of contamination by others.

#### STONE BASE:

Including, but limited to, the placement of 6" of aggregate. Crushed concrete to be used everywhere VDOT #21a is specified. If crushed concrete is deemed by the inspector to be unsuitable or is unavailable at the time of installation, there will be an additional charge to cover installation of VDOT 21a gravel.

#### CONCRETE/ASPHALT:

Including, but limited to asphalt

includes the pavement sections per plans. With the exception of the liquid asphalt, asphalt prices are good thru (12/30/2025), after which they will be re-negotiated. As to the liquid asphalt, the prices quoted on based on an liquid index price of March 2025. Due to the fluctuation in the market, an adjustment in the price quoted will be made at the time the asphalt is actually placed, but subject only to the change in the cost of the liquid asphalt.

#### UNIT PRICE ITEMS:

These items are ADDITIONAL as authorized by change order and will be paid for based upon truck load ticket count, as applicable: #57 stone \$60/ton, undercut \$15.00/CY, haul/dispose off-site \$35.00 CY, import/install select fill \$45.00/CY, conduits \$12/LF.

#### EXCLUSIONS & STIPULATIONS:

Items excluded unless specifically include in the above quote; bonds, permits, fees, surveying, construction record drawings, any and all disposal of hazardous or contaminated material, any and all relocation of existing utilities, walls, final grading, permanent seeding, lot seeding (permanent or temporary) engineering certifications, sanitary sewer lateral cleanouts, water meter vaults and meters, detector checks, resilient connectors for drainage structures, drain field removal, asbestos removal, UGT removal, franchised utilities (or removal/support/relocation/replacement) and conduit for the same, loop detectors, locating/marketing private utilities, conflicts and or interference with existing utilities, structures, etc., test pits, lighting, electrical work, fencing(removal/replacement/relocation/new), gates, enclosures, structural concrete, pavers or related work, walls, retaining walls, fountains, aerators, irrigation systems, steps; patios, shoreline protection for BMP, street trees, landscaping, turf, sod, wetlands plants, root pruning, arborist work, stone under sidewalks, imported topsoil, TV pipe inspections, compaction or other soils testing, Class I backfill (VDOT designation) for storm drain, removal and replacement of unsuitable material for earthwork and pipe trenches (See Unit Price Items), removal and disposal of underground obstructions, debris, trash, hazardous, asbestos or contaminated material, removal and handling of spoils from other trades, milling and asphalt overlays (unless specifically included in above quote) and undercutting below specified grades. Items and quantities not listed on quote or addressed in notes.

Work will be invoiced upon completion in a progressive manner. Material will be invoiced upon delivery to site. Invoices are net 15 days.

If you have any questions concerning this quotation, contact Joe Nicolato, 757-621-4847, jnicolato@extechva.com

**THANK YOU FOR YOUR BUSINESS!**

EXTECH  
J. E. Nicolato  
President  
Signature:  
Date:



A handwritten signature in black ink, appearing to read "J. E. Nicolato". Below the signature, the date "11 APR 2025" is handwritten.

Proposal Accepted:  
KIRBOR Homes  
Rob Wadsworth  
Title:  
Signature:  
Date:



**BYLAWS OF  
ALGONQUIN HOA, INC.**

**ARTICLE 1  
NAME, LOCATION AND PURPOSE**

The name of the Corporation is ALGONQUIN HOA, INC., a North Carolina nonprofit corporation, hereinafter referred to as the "Association." The principal office of the Association shall be initially located at \_\_\_\_\_, but a meeting of members and directors may be held at such places within the State of North Carolina as may be designated by the Board of Directors. The purpose of the Association is to establish its responsibility for the long-term management of the subdivision known as "Algonquin" and the maintenance of the common areas, common features, and private infrastructure located therein, all pursuant to the North Carolina General Statues, these Bylaws, the Declaration, and any Rules or Regulations promulgated pursuant thereto.

**ARTICLE 2  
DEFINITIONS**

- 2.1 "Association" shall mean and refer to ALGONQUIN HOA, INC., its successors and assigns.
- 2.2 "Association Property" shall have the meaning given to that term in the Declaration.
- 2.3 "Board of Directors" or "Board" shall mean and refer to the board governing the Association and managing the affairs of the Association.
- 2.4 "Declarant" shall mean and refer to Kirbor NC at Algonquin, LLC, a Virginia limited liability company, its successors and assigns.
- 2.5 "Declarant Control Period" shall mean and refer to the period of time during which the Declarant is entitled to appoint the members of the Board of Directors as provided in the Declaration.
- 2.6 "Declaration" shall mean and refer to any Declaration of Restrictive Covenants and Conditions applicable to and binding on Algonquin, which are recorded or are to be recorded in the Currituck County, North Carolina Clerk's Office.
- 2.7 "Lot" shall mean and refer to any portion of the Property (with the exception of Association Property) identified as a separate parcel on the tax records of the County of Currituck or as shown as a separate Lot on any recorded or filed subdivision plat.
- 2.8 "Member" shall mean and refer to those persons or entities entitled to membership with voting rights as provided in the Declaration and in these Bylaws.

- 2.9 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, but excluding those having such interest as security for the performance of an obligation.
- 2.10 "Person" shall mean and refer to a natural person, a corporation, a partnership or limited partnership, a limited liability company or partnership, a trustee, association, or any other legal entity.
- 2.11 "Property" shall mean and refer to that certain real property described in the Declaration.
- 2.12 Capitalized terms not otherwise defined herein shall have the meaning given in the Declaration.

### **ARTICLE 3** **MEMBERSHIP AND PROPERTY RIGHTS**

- 3.1 Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of that membership. The membership rights of an Owner which is a corporation, partnership or other legal entity may be exercised by any officer, director, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association, provided that only one person (and such person's immediate family members with respect to membership rights other than voting) may be designated to act in such capacity for such an Owner at any particular time. The provisions of the Declaration pertaining to membership are incorporated herein by reference.
- 3.2 Property Rights. Each Member shall be entitled to the use and enjoyment of the Association Property and Limited Association Property as provided in the Declaration.

### **ARTICLE 4** **MEETING OF MEMBERS**

- 4.1 Annual Meetings. The first annual meeting of the Members shall be held on the date stated below, and each subsequent regular annual meeting of the Members shall be held on the same date which is not a Sunday or a national holiday during the month of April annually at a reasonable hour.
- 4.2 Special Meetings. Special Meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of the Members.
- 4.3 Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary, or such other person authorized to call the meeting, by mailing, or emailing, a copy of each notice, at least 10 days before, but no more than 60

days before, such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, 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 him before or after such meeting, shall be equivalent to the giving of proper notice.

4.4 Quorum. At any meeting of the members, fifty-one percent (51%) of the members entitled to vote, present in person or represented by proxy, shall constitute a quorum of the membership for all purposes. If a quorum is not present, the meeting may be recessed from time-to-time by announcement from the Chair at the time such meeting was set and such shall be sufficient notice of the date, time and place of the recessed meeting. At such recessed meeting the quorum requirements shall be twenty-six percent (26%) of the members entitled to vote, present in person by proxy. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

4.5 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. Each proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

## ARTICLE 5

### BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

5.1 Number. The number of Directors constituting the initial Board of Directors shall be one. At the first annual meeting after the Declarant Control Period has expired, the minimum number of Directors shall be three. The members of the Board of Directors need not be Members of the Association.

5.2 Term of Office. Until the first annual meeting after the Declarant Control Period has expired, the Directors shall be elected annually. However, Directors shall continue to serve beyond their respective one-year term unless and until they resign or their successor is elected and qualified. At the first annual meeting after the Declarant Control Period has expired, the Members shall elect one Director for a term of three years, one Director for a term of two years, and one Director for a term of one year or until the respective successors are properly chosen. Thereafter these terms shall continue in effect to provide for staggered terms.

5.3 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his/her successor shall be elected by the remaining members of the Board, and shall serve for the unexpired term of his/her predecessor.

5.4 Compensation. No Director shall receive compensation for any service he/she may render to the Association as a Director. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

5.5 Action Taken Without a Meeting. The Directors 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 Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

5.6 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations for election to the Board may also be made from the floor at the annual Members' meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting 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 Board of Directors 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.

5.7 Election. Election to the Board of Directors may, as determined by the Board, be by secret written ballot. At each election the Members 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.

5.8 Regular Meeting. Regular meetings of the Board of Directors shall be held quarterly, or at such other periodic intervals as may be established by the Board of Directors from time to time, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

5.9 Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days written notice to each Director, by mail or email.

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

## **ARTICLE 6**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

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

6.1.1 Adopt and publish rules and regulations governing the Community and the use of the Association Property, and the personal conduct of the Members, and their guests thereon;

6.1.2 Suspend the voting rights and any other rights of a Member during any period in which such Member is 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;

- 6.1.3 Exercise for the Association all powers, duties and authority vested in or delegated to this Association by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration which are not expressly reserved to the membership;
- 6.1.4 Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- 6.1.5 Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- 6.1.6 Employ attorneys to represent the Association when deemed necessary;
- 6.1.7 Take such actions as are necessary or convenient to perform the duties as set forth below; and
- 6.1.8 Do such other things authorized by the Act and do such other things which organizations of this nature are authorized to do.

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

- 6.2.1 Cause to be kept a complete record of all 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 one-fourth (1/4) of the Members;
- 6.2.2 Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- 6.2.3 As more fully provided in the Declaration, to:
  - 6.2.3.1 Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - 6.2.3.2 Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - 6.2.3.3 Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or bring an action at law against the Owner personally obligated to pay the same;
  - 6.2.3.4 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;
  - 6.2.3.5 Procure and maintain liability insurance covering the Association, its directors, officers, agents and employees and to procure and maintain adequate hazard insurance on any real and personal property owned by the Association;

- 6.2.3.6 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- 6.2.3.7 Cause the Limited Association Property and Association Property to be maintained; and
- 6.2.3.8 Enforce the Declaration, these By-Laws, and the Rules and Regulations by imposing upon the Members those sanctions more fully described in the Protective Covenants as well as any and all sanctions permissible under the Act.

## **ARTICLE 7**

### **OFFICERS AND THEIR DUTIES**

- 7.1 Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the board may from time to time by resolution create.
- 7.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.
- 7.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.
- 7.4 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.
- 7.5 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 the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 7.6 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 he replaces.
- 7.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the offices except the offices of Secretary and Treasurer and the special offices created pursuant to Section 4 of this Article.
- 7.8 Duties. The duties of the officers are as follows:
  - 7.8.1 President. The President shall preside at all meetings of the Board of Directors; shall see that order 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.

7.8.2 Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, disability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

7.8.3 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of all of the Members; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings to the Board and the Association together with their addresses; and shall perform such other duties as required by the Board.

7.8.4 Treasurer. 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 Board of Directors; shall authorize payment of books of account; and shall prepare an annual budget and a statement of income expenditures to be presented to the membership at its annual meeting and deliver a copy of each to the Members.

## **ARTICLE 8 COMMITTEES**

The Board of Directors shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint any other committees it deems necessary and appropriate in carrying out its purpose.

## **ARTICLE 9 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. The Declaration, the Articles of Incorporation and the Bylaws shall be maintained at the office of the Association, where copies may be purchased at reasonable cost.

## **ARTICLE 10 ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association certain assessments which are secured by a continuing lien upon the property against which each assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at a rate not to exceed the maximum legal rate allowed in the Commonwealth of Virginia per annum, the Association may impose a late fee in such an amount to be determined by the Board, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property and interest costs and all attorney's fees of any such action shall be added to the amount of the assessments. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Property or abandonment of his Lot.

## **ARTICLE 11**

### **GENERAL AND MISCELLANEOUS PROVISIONS**

- 11.1 These Bylaws may be amended, at any time by the Declarant prior to the expiration of the Declarant Control Period; and thereafter, at regular or special meeting of the Members, by a vote of three-fourths (3/4) of all Members.
- 11.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.
- 11.3 The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

#### **CERTIFICATION**

I, the undersigned, do hereby certify: That I am duly elected and acting Secretary of Algonquin, HOA, Inc., a North Carolina nonprofit corporation; and

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at the initial meeting of the Board of Directors thereof, held on December \_\_\_\_ , 2025.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_ day of December 2025.

---

Secretary

**Prepared by and Return to:**

**Richard Biemiller, Esq. (NCB# 27446)**  
**Pender & Coward, PC, 222 Central Park Ave., #400,**  
**Virginia Beach, VA 23462-3026**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
ALGONQUIN HOA, INC.**

**THIS DECLARATION**, made this \_\_\_\_ day of April 2025 by KIRBOR NC AT ALGONQUIN, LLC, a Virginia limited liability company, being referred to hereinafter as the “Declarant”, Grantor.

WHEREAS, the Declarant is the fee simple Owner of certain real property located in Currituck County, North Carolina, which is shown on a certain plat entitled “SUBDIVISION PLAT \_\_\_\_\_, (P.B. \_\_\_\_, Pg. \_\_\_\_ )”, dated \_\_\_\_\_, prepared by Bissell Professional Group, Engineers, Planners, Surveyors and Environmental Specialists (the “Property”), said plat being recorded in the Clerk’s Office of the Currituck County, North Carolina, which property is more particularly described in Exhibit A; and

WHEREAS, the Declarant intends to develop the Lots shown on the aforementioned plat (each, a “Lot”) as a residential community known as “ALGONQUIN” with a common theme of development for the benefit of said community (the “Community”), and it is the purpose of this Declaration to declare and make known certain covenants, restrictions, and reservations to which the said residential community and its subsequent Lot Owners may be subject; and

WHEREAS, the Declarant has deemed it desirable to create an agency to which should be delegated the powers of maintaining and administering any community property and facilities, and administering the covenants and restrictions, and collecting and disbursing the assessments and charges herein after created; and

WHEREAS, the Declarant shall incorporate the ALGONQUIN HOA, INC. (the “Association”), under the North Carolina Nonprofit Corporation Act for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, the Declarant; for itself, its successors and assigns, declares that the real property described above is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth, which shall run with the land and be binding on all parties purchasing or owning any of the foregoing Property, their successors and assigns.

## **ARTICLE I** **PROPERTY SUBJECT TO DECLARATION**

1.1 Property Subject to Declaration. Declarant did and does hereby declare and make the Property held, transferred, sold, conveyed, encumbered, improved, leased, occupied or otherwise used, in whole or in part, subject to this Declaration, in furtherance of a common scheme of development for the Community for the purpose of enhancing and preserving the value, desirability and attractiveness of the Property and every part thereof.

1.2 Lands Added by Declarant without Consent of Owners. Additional property (the "Additional Property") may be annexed by the Declarant in whole or in part, from time to time, without the consent of Members or anyone except Declarant so long as Declarant owns a Lot. Upon annexation of the Additional Property, the Owners of the Additional Property shall be deemed Members of the Association in accordance with the provisions of this Declaration and the land annexed shall be deemed to be part of the Property subject to this Declaration. The Owners of the Additional Property shall be subject to the Bylaws in the same manner and with the same effect of the original Owners within the Property, and the Additional Property which is annexed shall be encumbered by and subject to all the terms and conditions of the Bylaws. When the Additional Property is annexed, the Declarant shall record a Supplemental Declaration among the land records of the Clerk's Office of Currituck County, North Carolina, which Supplemental Declaration shall reference this Declaration and shall contain the legal description of the portion of the Additional Property which is annexed. The Supplemental Declaration may also contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additional Property and as are not inconsistent with the provisions of this Declaration.

1.3 Lands Added with Consent of Owners. Notwithstanding anything contained herein to the contrary, Additional Property and Association Property may be annexed to the Property with the consent of a three quarters (75%) vote of the Members.

## **ARTICLE II** **STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS**

2.1 The Association. The Association is a North Carolina nonprofit corporation established to (a) own, operate and maintain the Association Property (as defined below) including all private infrastructure in the Community, (b) enforce the covenants, conditions and restrictions set forth in the Bylaws and, (c) have such other specific rights, obligations, duties and functions as are set forth in the Bylaws and applicable law. Subject to the limitations set forth in the Bylaws, the Association shall have all powers and be subject to the limitations of a North Carolina nonprofit corporation.

2.2 Membership. The Association shall have as Members only Owners. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot, but does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. All Owners shall, upon becoming such, be deemed automatically to have become Members and there shall be no other qualification for membership.

2.3 Voting. Each Owner, including the Declarant, shall be entitled to one (1) vote for each Lot owned in any portion of the Property covered by this Declaration. If any person or entity owns or holds more than one Lot, such Owner shall be entitled to one (1) vote for each Lot. When any Lot is owned or held by more than one person as tenants by the entirety, in joint or in common ownership or interest, such Owners shall collectively be entitled to only that number of votes prescribed therein for such Lot and if such Owners

cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot. In the case of a corporate Owner, votes may be cast by an appropriate officer of such corporation. The Association may rely on the vote of any Owner absent notice of a conflict.

2.4 Board of Directors. All rights, duties and powers of the Association shall be exercised by a Board of Directors (the “Board”), unless the Bylaws or the POA Act specifically require that such action be taken by the owners. Directors shall be elected by the Members in accordance with the Bylaws. The number, qualification, term of office and powers and duties of directors shall be governed by the Articles and/or Bylaws. The nomination and election of Directors and the filling of vacancies on the Board of Directors shall be governed by the Bylaws of the Association.

2.5 Declarant’s Written Consent for Certain Actions of the Board of Directors. Notwithstanding anything to the contrary contained in this Declaration, so long as the Declarant owns a Lot, the Board of Directors may not, without the Declarant’s written consent, except for necessary repairs or any repairs required by law: (i) make any addition, alteration, or improvement to the Property; (ii) assess any amount for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund in excess of any amount equal to the proportion of the then existing budget which the amount of reserves in the initial budget of estimated expenses for the relevant phase or phases of the development; (iii) hire any employee in addition to the employees, if any, provided for in the initial budget of the Association; (iv) enter into any service or maintenance contract for work not provided for in the initial budget of the Association, except for service or maintenance to facilities not in existence or not owned by the Association at the time of the first conveyance of a Lot; (v) borrow money on behalf of the Association; or (vi) reduce the quantity or quality of services or maintenance of the Property. Until the Declarant no longer owns a Lot, this Declaration shall not be amended without the written consent of the Declarant.

### **ARTICLE III PROPERTY RIGHTS AND EASEMENTS**

3.1 Dedication of Association Property. The Declarant intends to convey to the Association, subsequent to the recordation of this Declaration, and subject to the provisions of this Declaration, certain tracts of land, “common areas”, private facilities and/or infrastructure and easements within the Property for the common benefit of the Members, including the access street or roadway, the stormwater facilities and sign(s) to the Community, being more particularly shown on the plats described in Exhibit A hereto (collectively, the “Association Property”). The Association must accept any such conveyance made by the Declarant provided such conveyance is made without consideration, and the Association must assume any obligations for maintenance associated with the Association Property.

3.2 Easements Shown on Plats. The Property is subject to all easements of record and easements shown on the Plats.

3.3 Right and Easement of Enjoyment. Every Member (and such Member’s guests, licensees, tenants and invitees) shall have a right and easement of enjoyment in and to all property owned by the Association, subject however, to the rights of the Association and the Declarant as set forth below. Such easements shall be appurtenant to and shall pass with the interests of an Owner. Members shall have no rights to Association Property not owned by the Association unless expressly granted in a document duly executed and recorded in the Currituck County Clerk’s Office.

3.4 Rights of Declarant. With respect to the Property, the Declarant shall have the right, until the completion of the construction, marketing and sale of all Lots to be constructed on lands in the subdivision and on any Additional Property to:

- (a) Grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes and conduits, including, but not limited to, water, gas, electric, telephone, cable television and sewer to service any Property or any Additional Property;
- (b) Connect with and make use of utility lines, wires, pipes, conduits and related facilities located on the Property for the benefit of any Additional Property;
- (c) Use the Property for ingress and egress to those portions of the Property and any Additional Property;
- (d) Grant to itself or to others such easements and rights-of-way as may be reasonably needed for the orderly development of the Property. Declarant expressly reserves to itself, or its assigns, an easement along and adjacent to all side and rear lines as well as front lines of all Lots for the installation and/or maintenance of drainage and utility facilities, including but not limited to electric cables, poles, wires, fixtures, circuitry, etc., for electric and telephone service, and for the purpose of audio and video transmissions.
- (e) Grant, by conveyance or easement, rights of way as may be reasonably needed for the orderly development of any Additional Property added pursuant to this Declaration.

The Declarant may alter these restrictions in any manner Declarant deems to be reasonable in order to promote and facilitate the goals of the subdivision and/or the Association.

The easements, rights-of-way and other rights reserved herein shall be permanent, shall run with the land and shall be binding upon and for the benefit of the Association, the Declarant and its successors and assigns. With respect to its exercise of the above rights, the Declarant agrees (i) to repair any damages resulting within a reasonable time after the completion of development or when such rights are no longer needed, whichever first occurs, and (ii) until development has been completed, to hold the Association harmless from all liabilities which are a direct result of the Declarant's exercise of its rights hereunder. This Section shall not be amended without the written consent of the Declarant.

The Declarant has the absolute right but not the obligation to establish the Association's initial budget, establish dues, and capital reimbursement fees.

## **ARTICLE IV** **MAINTENANCE AND RESTRICTIONS**

4.1 Maintenance by the Association. The Declarant shall be responsible for all maintenance, repair and replacement of the Association Property until the Transition described in Article IX, after which all of such maintenance, repair and replacement of the Association Property shall be the sole and exclusive responsibility and at the expense of the Association.

4.2 Drainage And Stormwater Management. No Lot owner shall block any ditches or other drainage areas. The State of North Carolina has issued a low-density stormwater management permit for the subdivision – Permit No. SW7240901 dated 12-3-24 for Algonquin Subdivision (the “Permit”). The Association shall become the holder of the Permit and shall assume the responsibility to maintain stormwater measures pursuant to the Permit, which are hereby incorporated by reference, including the following specific provisions:

The maximum built-upon area for each Lot is shown on the attached Exhibit "B". The permittee is responsible for verifying that the proposed built-upon area does not exceed the allowable built-upon area. The built-upon area may not be revised without approval from the Division of Energy, Mineral and Land Resources, and once the Lot transfer is complete, responsibility for meeting the built-upon area limit is transferred to the individual property owner/Member. The allotted built-upon area includes any built-upon area within the lot boundaries, and includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, but does not include raised, open wood decking or the water surface of swimming pools.

Filling in or piping of any vegetated conveyances (ditches, swales, etc.) associated with the Community except for average driveway crossings, is strictly prohibited by any persons.

4.2 Maintenance by Owners. Except as provided in Section 4.1 above, neither the Declarant nor the Association shall be responsible for the maintenance, repair or replacement of any Lot, dwelling, structure, improvement or fence on any Lot. Each Owner shall at all times keep his/her Lot, and any buildings, structures, improvements or fences thereon in a safe, clean, neat and sanitary condition and in a good state of repair. An Owner shall be liable for the expense of any maintenance, repair or replacement of any Association Property rendered necessary by his/her act, neglect or carelessness or by that of any member of his family, guests, tenants or invitees.

#### 4.3 Land Use Classifications.

(a) Single Family Residential Use. All property in this Community shall be used, improved, and devoted exclusively to Single Family Residential Use. No temporary building, or any trailer, tent, shack, barn, outbuilding, shed, garage, or building used in the course of construction or other structure other than the primary dwelling unit shall be used, temporarily or permanently, as a dwelling on any Lot or other portion of the Property. So long as the Declarant and/or any builder owns any Lot, the Declarant and/or such builder shall be able to use the Property for other purposes, including, but not limited to, an information center and/or sales office and construction trailers.

(b) Buildings. No building shall be erected, altered, placed or permitted to remain on any Lot other than the one (1) detached single-family dwelling of at least 1,100 square feet of heated living space for a one-story and at least 1,200 square feet of heated living space for a one and one half or two-story, as well as any shed or detached garage so long as the exterior colors, finishes and façade closely match the materials and colors of the primary structure.

(c) Subdivision of Lots Prohibited. No Lot in this subdivision shall be subdivided.

(d) Set-Back Requirements. All structures shall be located according to Currituck County's lot "zoning set back" restrictions and open space area requirements or as shown on the Plat.

(e) Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved building improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste materials shall be kept, stored, or allowed to accumulate outdoors on any portion of the Property, except in sanitary containers and screened from adjacent and surrounding Property. Such containers may be placed in the open within 24 hours of a scheduled pick-up, at such place on the Lot or other portion of the Property designated by the Declarant so as to provide access to persons making such pick-up. In no event shall containers be maintained in the front or side yard of any Lot so as to be visible from neighboring property except to make the same available for collection, and then only the shortest time reasonably necessary to effect such collection.

(f) **Vehicles**. No commercial vehicles or equipment, including but not limited to, recreational vehicles, mobile homes, school buses, golf carts, boats, watercraft, campers, trailers, or inoperable vehicles shall be parked or stored upon the public street; provided that construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery. No repair of any vehicles or equipment shall take place on the public street.

(g) **Signs**. Except for signs erected by or with the permission of the Declarant in connection with the initial development, lease or sale or Lots or homes, no additional signs or other advertising device of any nature shall be placed for display to the public view on any Lot or other portion of the Property without approval of the Architectural Review Committee. Notwithstanding the above, a builder may erect signs in connection with the sale of Lots.

(h) **Animals**. Not more than four (4) permitted domestic animals shall be kept on any Lot; provided, however, an owner may keep chickens on a Lot so long as they are for non-commercial purposes and do not become a nuisance to other owners. "Permitted domestic animals" as used herein shall include dogs, cats, birds, rabbits, and any other generally recognized house or yard pets. All such animals shall be the property of the Owner of the Lot, and shall be maintained on the property only if they are kept or raised as pets and not for any commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, nor to become a nuisance. No structure for the care, housing, or confinement of any animal shall be maintained so as to be visible from neighboring property. Upon written request of any Owner, the Declarant or Association shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal is a generally recognized house or yard pet, or a nuisance. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. All pets shall be registered, licensed, and inoculated as required by law.

(i) **Play Structures and Other Equipment**. Play structures, swing sets, sports and play equipment, garbage cans, woodpiles, and dog runs or animal pens shall be permitted provided that the equipment is substantially hidden from public view, located in the rear of the residential dwelling and does not create a nuisance or violate other provisions of the Declaration. Trampolines shall be permitted provided that the equipment is substantially hidden from public view and located in the rear of the dwelling within a fenced in area. Permanent basketball goals are prohibited unless approved by the Board. Portable basketball goals are permitted provided they are stored properly in the rear of the Lot or a side yard behind the front elevation of the dwelling located on the Lot and not visible from the street.

(j) **Noxious or Offensive Activities**. No noxious or offensive activity shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area to the residents or Owners thereof. Use and discharge of firecrackers and other fireworks is prohibited.

(k) **Commercial and Professional Activity on Property**. No gainful occupation, professional, trade, wholesale or retail business, including any salon, studio, laboratory, home industry or medical or dental office or other non-residential use shall be conducted in or on any Lot or other portion of the Property, except (i) by the Declarant and/or a Builder in conjunction with the initial construction, development, lease and sale of Lots, and (ii) the conducting of business by telephone. A builder may maintain a sales office during the development of the Property. This restriction is not intended to preclude the operation of an in-home office so long as it does not generate

significant traffic or noise, and is otherwise allowed by the County of Currituck zoning ordinances and the operator acquires all necessary licenses and insurances.

(l) **Swimming Pools.** Swimming pools must be located in the rear of the home and shall be screened from public view. Swimming pools shall be enclosed within fencing that meets all current County of Currituck Ordinances and City Codes for the size and type of swimming pool installed. Above-ground swimming pools are prohibited.

## **ARTICLE V ARCHITECTURAL CONTROL**

5.1 **Control by the Declarant.** The Declarant shall have control over the approval of all plans and specifications for the initial construction of improvements on any Lot so long as Declarant owns any Lot; thereafter, such control shall belong to the Association. Prior to construction of any improvements of any unimproved Lot the Lot owner shall submit plans and specifications for same to the Declarant and obtain written approval therefore prior to initiating any construction activity, without regard to the existence of a building permit issued by the County of Currituck.

5.2 **Control by Association.** After transfer of title by the Declarant to any Lot or other completed portion of the Property, enforcement of those provisions of the Declaration pertaining to exterior appearance of the Property and control over any change in use or any additions, modifications or alterations to any exterior improvement on said Lot or other portion of the Property shall be the responsibility of the Association. ,

## **ARTICLE VI TRANSITION**

6.1 **Time of Transition.** The Declarant shall maintain the Association Property until at least seventy five percent (75%) of the Lots have been sold, and thereafter the Association shall have sole responsibility for maintenance of the Association Property. In addition to the sale of seventy five percent (75%) of the Lots, maintenance responsibility shall not transfer until:

- (a) The Declarant commissions a report prepared by a registered engineer indicating that all Association Propertys, common features, and infrastructure elements comply with the minimum standards in the Currituck County Unified Development Ordinance (the “UDO”) and the County Code of Ordinances. The report shall also include verification of the reserve fund balance in accordance with the standards in the UDO; and
- (b) Currituck County staff reviews and approves the report prepared by a registered engineer; and
- (c) A reserve fund dedicated to the continued maintenance and upkeep of the Association Property is established with a banking institution acceptable to the County in the name of the Association that contains a minimum balance that includes the following:
  - (i) Ten percent of the road construction costs for streets not maintained by NCDOT at the time of transfer (gravel base and asphalt only);
  - (ii) Except for sidewalks and street trees, ten percent of the construction costs of Association Property;
  - (iii) Liability insurance and taxes for two years; and,
  - (iv) Facilities, stormwater, and landscaping maintenance costs for two years.

In the event the Association has not collected sufficient assessment funds from the Lot owners in the subdivision to meet the minimum balance requirements of the reserve fund, the Declarant shall be responsible for the difference needed to meet the minimum balance requirements.

6.2 Transition Meeting. No more than ninety (90) days and no less than thirty (30) days prior to the transition as outlined above, the Association shall notify all Members of the date upon which a transition meeting will occur, the purpose of which is the election of a new Board of Directors.

6.3 Declarant's Right to Appoint. For so long as the Declarant shall own a Lot on the Property, it shall have the right to appoint the Board of Directors.

## **ARTICLE VII** **ENFORCEMENT, AMENDMENT AND DURATION OF DECLARATION**

7.1 Declaration Runs with the Land. Each person or entity acquiring an interest in a Lot or other portion of the Property or otherwise occupying any portion of the Property (whether or not the deed, lease or any other instrument incorporates or refers to the Declaration) covenants and agrees for himself, herself, or itself, and for his, her, or its heirs, successors and assigns, to observe, perform, and be bound by the provisions of the Bylaws including personal responsibility for the payment of all charges and may become liens against his, her, or its property and which become due while he, she, or it is the Owner thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Property.

7.2 Enforcement. The provisions of the Bylaws shall bind the Property and shall be construed as running with the land, and shall be for the benefit of and be enforceable by the Declarant, and the Association (being hereby the agent for all of its Members), and by any Member or Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of the Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

7.3 No Waiver. The failure of any beneficiary hereof to enforce any provision of the Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation, occurring prior or subsequent thereto. No liability shall attach to the Declarant, the Association (or any officer, director, employee, Member, agent, committee or committee member), or to any other person or entity for failure to enforce the provisions of the Declaration.

7.4 Obligation and Lien for Cost of Enforcement by Association. If the Association, the Declarant, or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Bylaws, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is (i) the Owner, or (ii) any family member, tenant, guest or invitee of the Owner, or (iii) a family member, guest or invitee of the tenant of the Owner; or (iv) a guest or invitee of any member of such Owner's family; or (v) any family member of the tenant of such Owner, such costs shall also be a lien upon the Lot or other portion of the Property owned by such Owner, if any.

7.5 Inspection and Entry Rights. Any agent of the Declarant or the Association may at any reasonable time or times upon not less than 24 hour notice to the Owner, enter upon a Lot or other portion of the Property to inspect the improvements thereon for the purpose of ascertaining whether the maintenance, construction or alteration of structures and other improvements thereon comply with the Declaration, or

with rules and regulations issued pursuant hereto. Neither the Declarant, the Association, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

7.6 Amendment. The Declarant, during the time Declarant owns any Lot, may make amendments to the Bylaws without Owner's consent. All other amendments, unless otherwise specifically provided for herein, may be made by obtaining the consent in writing of the Owners of not less than three quarters (3/4) of all Lots which are subject to this Declaration. So long as the Declarant owns a Lot, the written consent of the Declarant will be required for any amendment which adversely affects a substantial interest or right of the Declarant, which consent must not be unreasonably withheld.

7.7 Owner Responsible for Tenants. Any lease of a Lot shall provide that the tenant shall comply in all respects with the terms of the Bylaws of the Association. If a tenant is in violation of such Declaration, Bylaws or rules and regulations, the Board of Directors shall so notify the Owner of the Lot which such tenant occupies in writing by certified mail, return receipt requested. If the violation is not cured or eviction proceedings commenced against the tenant within fourteen (14) days after the Owner has received notice of such violation, the Board of Directors may pursue any remedies which it may have pursuant this Declaration.

7.8 When Amendment or Rescission Becomes Effective. Any amendment or rescission to the Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the Currituck County Clerk's Office. Such instrument need not contain the written consent of the required number of Owners, but shall contain a certification by the Board of Directors of the Association that the consents required for such amendment have been received and filed with the Board.

7.9 Duration. The provisions of this Declaration, unless amended or rescinded as hereinbefore provided, shall continue with full force and effect against both the Property and the Owners thereof for a period of thirty (30) years, and shall, as then in force, be automatically and without further notice extended for successive periods of ten (10) years.

7.10 Right of Entry By Governmental Personnel and the Right of the County of Currituck to Review Financial Records of the Association. The County of Currituck is hereby granted an easement to enter, inspect, and, if necessary, maintain all the Association Property upon a finding by the County of Currituck that the Association Property is not being maintained, and assess the costs of such maintenance and all associated administrative costs on a pro rata basis against the Lots subject to this Declaration having a right to use the Association Property which assessment shall become a charge on said Lot and may be collected by the County of Currituck as taxes are collected. The County of Currituck, upon written notice to the Association, shall have the right to review the financial records of the Association and related records so as to ensure its continued solvency and capacity to maintain the Association Property. An easement is hereby granted to the County of Currituck, law enforcement officers, rescue squad personnel, firefighting personnel, public utility personnel, public works personnel as well as all vehicles for access to and from the Association Property for inspections, installations, maintenance and repairs of the Association Property. The rights granted to the County of Currituck as stated within this Section may not be modified, amended, altered, or revoked by the Association.

## **ARTICLE VII** **GENERAL PROVISIONS**

8.1 Construction and Interpretation. The Association, through its Board of Directors, shall have the right to construe and interpret the provisions of the Bylaws and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited by the provisions hereof. Any conflict in construction or interpretation

between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the Association.

8.2 Rules and Regulations. The Association, through its Board of Directors, shall have the power to adopt and amend reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions hereof, taking into account the best interest of the Owners and residents of the Property with the purpose of preserving and maintaining the Property as a high quality community.

8.3 Conflict with Municipal Laws. The protective covenants, conditions, and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

8.4 Severability. If any term or provision of the Bylaws, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable by a court, the remaining terms or provisions of said Bylaws, or the application thereof to any person or circumstance, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8.5 Headings. The headings used herein are intended for convenience only and shall not be deemed to be all inclusive as to matters contained therein nor shall such headings be considered in connection with the interpretation of any of the provisions contained herein.

8.6 Plural: Gender. Unless the context clearly indicates a specific intent, words in the plural shall include the singular and vice versa and words in the male gender shall include the female gender and neuter gender.

8.7 Governing Law. All provisions of the Bylaws shall be governed by and construed in accordance with the laws of the State of North Carolina.

8.8 Survival of Covenants. In the event that the Members dissolve the Association, Section 10.10, Right of Entry by Government Personnel and the Right of the County of Currituck to Review Financial Records of the Association, shall remain as restrictive covenants upon all Lots and the Conservation Area subject to this Declaration.

IN WITNESS WHEREOF, KIRBOR NC AT ALGONQUIN, LLC, a Virginia limited liability company, has caused this instrument to be executed in its name by its authorized officer.

KIRBOR NC AT ALGONQUIN, LLC,  
a Virginia limited liability company

By:

\_\_\_\_\_  
Robert A. Wadsworth, II, Authorized Agent

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_ to wit:

I, \_\_\_\_\_, a Notary Public in and for the City and State aforesaid, do hereby certify that Robert A. Wadsworth, II, Authorized Agent on behalf of KIRBOR NC AT ALGONQUIN, LLC, whose name is signed to the foregoing writing, has acknowledged the same before me in my City and State aforesaid. He is personally known to me or has produced sufficient identification.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 2025

---

Notary Public

My Commission Expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION  
OF LOTS SUBJECT TO DECLARATION

## Exhibit B

### Maximum Allowable BUA for Each Lot

LOT No.	LOT AREA (ft <sup>2</sup> )	MAX ALLOWABLE BUA (ft <sup>2</sup> )
1	40,000	8,000
2	40,000	8,000
3	40,000	8,000
4	42,819	8,564
5	46,232	9,246
6	40,697	8,139
7	40,075	8,015
8	40,037	8,007
9	40,024	8,005
10	40,009	8,002



# Subdivider Maintenance Responsibility and Reserve Fund Creation

## Affidavit

### Contact Information

Currituck County  
Planning and Inspections Department  
153 Courthouse Road, Suite 110  
Currituck, NC 27929

Phone: 252-232-3055

Website: <http://www.currituckcountync.gov/planning-zoning/>

### Affidavit

I, Kirbor NC at Algonquin, LLC, subdivider of Algonquin (Subdivision Name) certify that:

- I am responsible for maintenance of all common areas, common features, and private infrastructure until at least 75% of lot 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 Towne Bank (Banking Institution).
- I shall establish the Homeowner's/Property Owner's Association (hereinafter "association") prior to the sale of the first lot.
- It is solely my responsibility to notify the County upon 100% 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 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 \$ See Attached (attach cost breakdown sheet). In the event the association has not collected sufficient assessment funds from the lot owners in the subdivision to meet the minimum balance of \$ See attached in the reserve fund, the subdivider shall be responsible for the difference needed to meet the minimum balance requirements.

A handwritten signature in blue ink.

Signature

1/26/2026

Date

Notary Certificate

Virginia Beach, Virginia County, North Carolina *APL*

I, Anne Renee Livingston, a Notary Public for Virginia Beach, Virginia

*APL* County, North Carolina, do hereby certify that Robert A. Wadsworth, II

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 26 day of January, 2026

(Official Seal)



*Anne Renee Livingston*  
Notary Signature

My commission expires: 7/31/2027

**ATTACHMENT "A"**

(To Reserve Account Affidavit)

Algonquin Subdivision

**Reserve Fund Calculations**

A. Temporary Reserve Fund Calculation:

Roadway Base Course Construction Cost:	\$ 42,517.56
Roadway Surface Course Construction Cost:	<u>\$ 57,386.36</u>
Total:	\$ 99,903.92
<u>Temporary Fund Amount:</u> 10% of \$99,903.92=	\$ 9,990.39

B. Permanent Reserve Fund Calculation:

1. Annual Cost of Common Area/ Stormwater Maintenance:	\$ 1,300.00
2. Annual Cost of Common Area Insurance:	<u>\$ 3,022.50</u>
	\$ 4,322.50
<u>Permanent Reserve Fund Amount:</u> 2 x \$ 4,322.50=	\$ 8,645.00



*Building Quality and Value Into Every Project*

3225 Mansfield Lane  
Virginia Beach, VA 23457  
757-621-4847

# Quotation

**DATE** April 11, 2025  
**Quotation #** Q2025007  
**Customer ID** KIRBOR

**Bill To:**  
Rob Wadsworth  
KIRBOR Homes  
1521 Taylor Farm RD  
Virginia Beach, VA 23457  
757-630-0354

**Project Address:**  
Algonquin  
Currituck County, NC

*Quotation valid until:* May 11, 2025  
*Prepared by:* J.E. Nicolato

**Comments or special instructions:**

Description	AMOUNT
An estimate of permits, bonds, inspections, density/compaction testing, and as-built drawings are included.	\$ 44,417.05
Mobilization Includes: Movement of equipment by us and other subcontractors GPS model building 1.00 ls	\$ 15,046.70
E&S to include: Temporary construction entrance, 4 ea temporary check dams, Silt Fence 1,312.00 lf Skimmer 1.00 ea Skimmer outlet pipe 40.00 lf R.E.C.M. Temporary seeding 10.00 ac	\$ 24,860.35
Demolition to include: Entrance Pipe 15" HDPE Driveway Pipes Relocate of Mailboxes 3.00 ea Rip Rap 10.00 tn	\$ 3,963.10
Stormwater Installation: 15" HP Pipe 120.00 lf 18" HP Pipe 60.00 lf 24" HDPE 40.00 lf OCS -01 1.00 ls	\$ 23,997.60

Water Installation: water main extension and water services per plans with the following exceptions (Road crossing will be a jack and bore of a 16" casing instead of a directional bore). Price doesn't include WATER METERS	\$	123,825.43
Earthwork Including: Excavate pond, haul, re-spread (1400 CY) Strip top soil (4150CY), stockpile/re-spread Additional cuts needed to subbase & stockpile or reuse (2460 cy) grading, prep/backfill (1510 LF), roadway ditch, as-built prep, ditch, swale, slope re-grade, sweep	Lot Sidewalk Re-grade	\$ 51,460.07
Stone Installation: stone under asphalt paving. 6" ABC under asphalt paving 900 tn	ABC	\$ 42,517.56
Site Concrete Installation: Includes: 4" x 5' wide plain sidewalks with tie-in to existing sidewalks. 4" Thick x Various Width Plain Sidewalks 7,587.00 sf 3,000 PSI mix 98.00 cy 4" Expansion joints 380.00 lf Labor for sidewalk 7,587.00 sf		\$ 63,327.00
Asphalt Installation: grade, 2" of SF 9.5B surface asphalt. SF 9.5B asphalt paving over existing road & new roadway (320 tn)	Includes: Fine	\$ 57,386.36
Landscaping ( <b>excludes maintenance and watering</b> ). Will provide all designs, materials and labor for proposed landscape. All plant materials are guaranteed for a period of one year from date planted. There is no guarantee on annuals, sod, 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.		\$ 12,165.91
Signage to include material and installation posts/signs, parking lot striping and wheel stops		\$ 3,443.18

Electric installation including conduit (labor only) and street lights	\$	
	<b>SUBTOTAL:</b>	\$ 466,410.31
*****		
Option: Install 10 KIRBOR STANDARD Driveways With 20 LF of 15" HDPE Culvert Pipe	\$	71,390.13
	<b>TOTAL</b>	\$ 537,800.44

All work to be performed in accordance with Algonquin Site Plan (dated 2/14/25).

**GENERAL NOTES:**

EXTECH, warrants the improvements installed by this company and its subcontractors against defective materials and or workmanship for 12 months from the date of substantial completion of this contract or the placement of the base asphalt, whichever comes first. All contract modifications, plan revisions, etc. must be routed through EXTECH's office and it is the Owner's responsibility to insure EXTECH's office is provided with all plan changes and revisions and such revisions must be clearly noted. No retainage is to be held by the Owner from the Owner's monthly payments to the Contractor. This quotation will held firm for 30 days from the date quoted. After that time, prices will be subject to an increase for any documented cost increases throughout life of the project. The plans, details and specifications provided by the Owner to EXTECH will take precedent over all State/County/City and other Governmental entity's ordinances, standards and specifications.

**SITE PREP/EARTHWORK:**

Including, but limited to, stripping of the top ( 6" ) of (topsoil or surface material) for the street areas. All excavated material to remain on-site except as noted. All topsoil to be provided from on-site sources.

Excavation of streets and to plan grades shown. Cuts to fills are based upon using all ( onsite material ) with grading to plus or minus 0.1' of grade, building pad 6" below FFE. Silt fence, construction entrance, inlet/outlet protection, erosion control matting of slopes and temporary green area seeding are included.

**STORM DRAIN, WATER & SANITARY SEWER SYSTEMS:**

Including, but limited to, all pipe, structures, inlet protection, valves, fire hydrants, manholes, sewer services, testing, backfill with existing onsite material; bedding stone, up to 6" under pipe; & pavement patching. All service lines to at right of way for connections by others. EXTECH has provided Supplemental Unit Prices for providing imported select trench backfill. EXTECH includes (no select, imported) trench backfill except as noted under paved traffic areas. EXTECH will ensure the new drainage systems (installed by EXTECH) are clean near the completion of the drainage work. At that time, the Owner/Developer will assume responsibility for maintaining all erosion control and ensuring that the drainage systems remain clean. EXTECH will not be responsible for the re-cleaning of the drainage systems after the completion of our work or as a result of contamination by others.

#### STONE BASE:

Including, but limited to, the placement of 6" of aggregate. Crushed concrete to be used everywhere VDOT #21a is specified. If crushed concrete is deemed by the inspector to be unsuitable or is unavailable at the time of installation, there will be an additional charge to cover installation of VDOT 21a gravel.

#### CONCRETE/ASPHALT:

Including, but limited to asphalt

includes the pavement sections per plans. With the exception of the liquid asphalt, asphalt prices are good thru (12/30/2025), after which they will be re-negotiated. As to the liquid asphalt, the prices quoted on based on an liquid index price of March 2025. Due to the fluctuation in the market, an adjustment in the price quoted will be made at the time the asphalt is actually placed, but subject only to the change in the cost of the liquid asphalt.

#### UNIT PRICE ITEMS:

These items are ADDITIONAL as authorized by change order and will be paid for based upon truck load ticket count, as applicable: #57 stone \$60/ton, undercut \$15.00/CY, haul/dispose off-site \$35.00 CY, import/install select fill \$45.00/CY, conduits \$12/LF.

#### EXCLUSIONS & STIPULATIONS:

Items excluded unless specifically include in the above quote; bonds, permits, fees, surveying, construction record drawings, any and all disposal of hazardous or contaminated material, any and all relocation of existing utilities, walls, final grading, permanent seeding, lot seeding (permanent or temporary) engineering certifications, sanitary sewer lateral cleanouts, water meter vaults and meters, detector checks, resilient connectors for drainage structures, drain field removal, asbestos removal, UGT removal, franchised utilities (or removal/support/relocation/replacement) and conduit for the same, loop detectors, locating/marketing private utilities, conflicts and or interference with existing utilities, structures, etc., test pits, lighting, electrical work, fencing(removal/replacement/relocation/new), gates, enclosures, structural concrete, pavers or related work, walls, retaining walls, fountains, aerators, irrigation systems, steps; patios, shoreline protection for BMP, street trees, landscaping, turf, sod, wetlands plants, root pruning, arborist work, stone under sidewalks, imported topsoil, TV pipe inspections, compaction or other soils testing, Class I backfill (VDOT designation) for storm drain, removal and replacement of unsuitable material for earthwork and pipe trenches (See Unit Price Items), removal and disposal of underground obstructions, debris, trash, hazardous, asbestos or contaminated material, removal and handling of spoils from other trades, milling and asphalt overlays (unless specifically included in above quote) and undercutting below specified grades. Items and quantities not listed on quote or addressed in notes.

Work will be invoiced upon completion in a progressive manner. Material will be invoiced upon delivery to site. Invoices are net 15 days.

If you have any questions concerning this quotation, contact Joe Nicolato, 757-621-4847, jnicolato@extechva.com

**THANK YOU FOR YOUR BUSINESS!**

EXTECH  
J. E. Nicolato  
President  
Signature:  
Date:



A handwritten signature in black ink, appearing to read "J. E. Nicolato". Below the signature, the date "11 APR 2025" is handwritten.

Proposal Accepted:  
KIRBOR Homes  
Rob Wadsworth  
Title:  
Signature:  
Date:



Proposal #35501

Date: 12/17/2025

**Customer:**

Anne-Renee Livingston  
Kirbor NC @ Algonquin, LLC  
1521 Taylor Farm Road  
Virginia Beach, VA 23453

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

**Property:**

Algonquin  
103 Indian Kettle Road  
Jarvisburg, NC 27947

**Quarterly Infiltration Basin Maintenance**

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	4	\$150.00	\$600.00
Quarterly Mowing four per year	4	\$175.00	\$700.00
<b>Annual Maintenance Price</b>			<b>\$1,300.00</b>

**Total Contract Price** **\$1,300.00**

**Payment Schedule**

<b>Schedule</b>	<b>Price</b>	<b>Sales Tax</b>	<b>Total Price</b>
January	\$0.00	\$0.00	\$0.00
February	\$0.00	\$0.00	\$0.00
March	\$325.00	\$0.00	\$325.00
April	\$0.00	\$0.00	\$0.00
May	\$0.00	\$0.00	\$0.00
June	\$325.00	\$0.00	\$325.00
July	\$0.00	\$0.00	\$0.00
August	\$0.00	\$0.00	\$0.00
September	\$325.00	\$0.00	\$325.00
October	\$0.00	\$0.00	\$0.00
November	\$0.00	\$0.00	\$0.00
December	\$325.00	\$0.00	\$325.00
	<b>\$1,300.00</b>	<b>\$0.00</b>	<b>\$1,300.00</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
- **Sand filters:** treatment of unwanted vegetation in filter bed and raking of sand surface layer
- **Level spreaders:** Removal of sediment and organic debris along spreader lip and gravel verge
- **Bioretentions:** Rake and distribute existing mulch as needed; blow leaves from filter bed in the fall
- Professional recommendations related to the operation, appearance, safety and/or compliance of the pond or lake

**Quarterly Mowing four per year**

Mowing will be completed four (4) times per year during the growing season. Mowing or use of string trimmer inside the fence (where applicable) on the interior slopes, top of dam, back of dam. Includes maintenance to buffer around pond and a 15' radius at outlet dissipater. Pricing assumes area is ready for maintenance mowing. For sites in need of an initial clearing of trees or heavy brush prior to bring device into a maintainable condition, a separate price for initial cleanup will be provided.

## 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. Dragonfly Pond Works accepts checks, ACH, and credit card payments. Any fees incurred by Dragonfly in the course of accepting payments are subject to being added to customer billing to offset the impact of these fees to Dragonfly.
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 12/17/2025

**Dragonfly Pond Works, LLC**

By \_\_\_\_\_

Date \_\_\_\_\_

**Algonquin**



January 12, 2026

Allison Pigora  
Amwins Access Insurance Services, LLC  
4725 Piedmont Row Drive Suite 600  
Charlotte, NC 28210  
allison.pigora@amwins.com

### **Quote Summary**

Based on the information provided, we are pleased to offer the following quote with Evanston Insurance Company. Evanston Insurance Company is a surplus lines insurer currently rated A XV by A.M. Best.

These terms are valid for thirty days from the date on this letter. Our quotation may differ from the terms requested in the submission. Please review our quotation carefully.

Named insured: Algonquin Quay HOA  
Mailing Address: PO Box 6897  
Virginia Beach, VA 23456  
Transaction number: 9243423  
  
Company: Evanston Insurance Company  
Term quoted: 01/12/2026 to 01/12/2027 (These dates may be amended at time of binding.)

### **Premium Summary**

General liability	\$2,500	MP
Total Premium without TRIA	\$2,500	

### **Taxes & Fees**

Policy fee	\$250.00
Inspection fee	\$140.00
Surplus Lines Tax	\$125.00
Stamping Fee	\$7.50
<b>Total amount due</b>	<b>\$3,022.50</b>

Surplus lines taxes & fees are provided by InsCipher, a surplus lines management software. Markel did not validate the accuracy of any taxes or fees on this quote. The Policy fee is determined by the producer, and Markel is not responsible to ensure this fee meets regulatory compliance.



**This quote is subject to the following:**

- Diligent Effort Form.
- Receipt of a current completed, signed, and dated application - 125/126.
- Supplemental Applications (HOA + Vacant Land).
- Copy of association rules & by-laws
- Receipt of 3-5 years currently valued loss runs is preferred. If that is not possible, a no known loss letter signed by the insured will suffice.
- An inspection report is required within 45 days of binding for all casualty risks with premiums of \$2,500 or greater. Additionally, inspections are always required for: all habitational risks (apartments, condos, HOAs); all contractors (jobsite inspection if possible); all social service risks; all bars, restaurants, and nightclubs.
- A signed copy of the Terrorism disclosure, MKL Terr 4, is required to bind.

**Binding may be restricted at the Company's discretion for specified areas due to a pending or active catastrophe pursuant to the Company's underwriting guidelines.**

**Supplemental Application(s):**

<a href="#"><u>MAGL 2026 01 09</u></a>	Condominium/Homeowner's Association Supplement Application
<a href="#"><u>Landowners Program</u></a>	Landowners Program Supplement
<a href="#"><u>Supplement 01 09</u></a>	



## General Liability Coverage

### Limits of Insurance

General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	Excluded
Personal/Advertising Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit (Any one person)	\$1,000

**Deductible** \$500 BI / PD Combined Per claim

### Location schedule

Loc	State - Territory	Address
1	NC - 002	Indian Kettle Road, Jarvisburg, NC 27947

### Classification and premium

Loc	Class Code	Description	Rating Basis	Exposure	Rate	Premium
1	68500	Townhouse Associations (association risk only)	Per Unit	10	5.98	\$60
1	49451	Vacant Land (For-Profit)	Per Acre	4	9.30	\$37
1	45524	Lakes or Reservoirs - existence hazard only (Not-For-Profit)	Per Lake or Reservoir	1	0.00	\$0

### Terrorism

The Terrorism Risk Insurance Act (TRIA), as amended, requires insurance companies to offer limited terrorism coverage. TRIA coverage will cost 3% of the GL premium, subject to a \$150 minimum.

If purchased, the CG 21 73 Exclusion of Certified Acts of Terrorism will be removed from your policy and the CG 21 70 Cap on Losses from Certified Acts of Terrorism will be added.

**Total General Liability Premium (25% minimum earned) \$2,500 minimum and deposit**



## Forms and Endorsements

<a href="#">MJIL 1000 08 10</a>	Policy Jacket (Evanston)
<a href="#">MPIL 1007 01 20</a>	Privacy Notice
<a href="#">MPIL 1041 02 20</a>	How To Report A Claim
<a href="#">MPIL 1083 04 15</a>	U.S. Treasury Department's Office Of Foreign Assets Control (OFAC) Advisory Notice To Policyholders
<a href="#">MDIL 1000 08 11</a>	Common Policy Declaration
<a href="#">MDIL 1002 01 10</a>	Schedule of Taxes, Surcharges Or Fees
<a href="#">MDIL 1001 08 11</a>	Forms Schedule
<a href="#">IL 00 17 11 98</a>	Common Policy Conditions
<a href="#">IL 00 21 09 08</a>	Nuclear Energy Liability Exclusion Endorsement
<a href="#">MEIL 1200 03 23</a>	Service Of Suit
<a href="#">MEIL 1225 10 11</a>	Change - Civil Union
<a href="#">MIL 1214 09 17</a>	Trade Or Economic Sanctions
<a href="#">MDGL 1008 08 11</a>	Commercial General Liability Coverage Part Declarations
<a href="#">CG 00 01 04 13</a>	Commercial General Liability Coverage Form
<a href="#">CG 03 00 01 96</a>	Deductible Liability Insurance
<a href="#">CG 20 17 10 93</a>	Townhouse Associations - Additional Insured
<a href="#">CG 21 01 11 85</a>	Athletic or Sports Participants Exclusion
<a href="#">CG 21 04 11 85</a>	Exclusion-Products-Completed Operations Hazard
<a href="#">CG 21 36 03 05</a>	New Entities Exclusion
<a href="#">CG 21 44 04 17</a>	Limitation of Coverage to Designated Premises, Project or Operation
<a href="#">CG 21 47 12 07</a>	Employment - Related Practices Exclusion
<a href="#">CG 21 49 09 99</a>	Total Pollution Exclusion Endorsement
<a href="#">CG 21 73 01 15</a>	Exclusion Of Certified Acts Of Terrorism
<a href="#">MEGL 0001 05 24</a>	Combination General Endorsement
<a href="#">MEGL 0008 04 20</a>	Exclusion - Continuous or Progressive Injury or Damage
<a href="#">MEGL 0024 01 24</a>	Exclusion-Assault Or Battery And Firearm
<a href="#">MEGL 0170 05 16</a>	Premium Basis
<a href="#">MEGL 0211 08 15</a>	Exclusion - All-Terrain Vehicles, Snowmobiles and Other Off-Road Vehicles
<a href="#">MEGL 0285 02 17</a>	Exclusion - Real Estate Development Hazards
<a href="#">MEGL 0305 05 16</a>	Exclusion - Swimming or Diving
<a href="#">MEGL 1397 07 10</a>	Exclusion - Aircraft, Auto Or Watercraft
<a href="#">MEGL 1637 10 19</a>	Exclusion - Employer's Liability And Bodily Injury To Contractors, Subcontractors, Or Independent Contractors
<a href="#">MEGL 1650 11 14</a>	Exclusion - Tree Stands and Tree Steps
<a href="#">MEGL 1685 11 16</a>	Exclusion - Construction Activities
<a href="#">MEGL 2322 05 21</a>	Exclusion - Communicable Disease
<a href="#">MEGL 2607 05 23</a>	Exclusion - Animals and Pests
<a href="#">MEGL 2612 06 23</a>	Exclusion - Habitability
<a href="#">MGL 1356 10 20</a>	Exclusion - Cyber Incident, Data Compromise, And Violation Of Statutes Related To Personal Data



## EVANSTON INSURANCE COMPANY POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Date: January 12, 2026

Policyholder/Applicant Name: Algonquin Quay HOA

Policy Number (if applicable):

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**  
**PLEASE "X" ONE OF THE BOXES BELOW AND TAKE THE ACTION INDICATED.**

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of <u>\$150.00</u>
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant Signature

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

\_\_\_\_\_  
Date

JOSH STEIN  
*Governor*

D. REID WILSON  
*Secretary*

RICHARD E. ROGERS, JR.  
*Director*



January 16, 2026

CURRITUCK COUNTY WATER DEPARTMENT  
ATTN: KENNETH C. GRIFFIN, PUBLIC UTILITIES DIRECTOR  
P.O. BOX 220  
CURRITUCK, NC 27929

Re: **Final Approval**

Final Approval Date: January 16, 2026

ALGONQUIN SUBDIVISION

Serial No.: 24-00966

Water System Name: CURRITUCK COUNTY WATER  
SYSTEM

Water System No.: NC0427010

Currituck County

Dear Sir/Madam:

The Department received an Engineer's Certification statement and an Applicant's Certification concerning the above referenced project. The Engineer's Certification verifies that the construction of the referenced project has been completed in accordance with the engineering plans and specifications approved under Department Serial Number 24-00966. 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.

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

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

Sincerely,

A handwritten signature in cursive script 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  
BISSELL PROFESSIONAL GROUP



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

MARK S. BISSELL  
BISSELL PROFESSIONAL GROUP  
P.O. BOX 1068  
KITTY HAWK, NC 1068



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

JOSH STEIN  
GOVERNOR

DANIEL H. JOHNSON  
SECRETARY

January 15, 2026

EXTECH

Virginia Beach, VA 23457

Attn: Mr. Joe Nicolato

Subject: Pavement Certification  
Algonquin Subdivision  
Currituck County

Dear Mr. Nicolato:

We have received the attached test report, dated January 13, 2026, from ECS Southeast, LLC for the construction of roads in the Algonquin Subdivision. This pavement section was designed with 6" of Aggregate Base Course and 2" of surface mix asphalt (S-9.5B).

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 black ink that reads "Caitlin A. Spear".

Caitlin A. Spear, PE  
District Engineer

Attachments

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
DIVISION ONE - DISTRICT ONE  
1929 NORTH ROAD STREET  
ELIZABETH CITY, NC 27909

*Telephone:* (252) 621- 6400  
*Fax:* (252) 621- 6410  
*Customer Service:* 1-877-368-4968  
*Website:* [www.ncdot.gov](http://www.ncdot.gov)

*Location:*  
1929 NORTH ROAD STREET  
ELIZABETH CITY, NC 27909



January 13, 2026

Mr. Joe Nicolato  
EXTECH

ECS Project No. 22:36396

Reference: Paving Letter  
Algonquin Subdivision  
Jarvisburg, North Carolina

Dear Mr. Nicolato

As requested, ECS Southeast, LLC (ECS) visited the site on various occasions to test the subbase and asphalt for the referenced subdivision. ECS tested the ABC stone and cut cores on the asphalt that were tested for specific gravity.

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:

- Compaction testing was performed and indicated that the ABC materials were compacted to meet the requirement of an average of 98% of the Modified Proctor. The thickness of the stone was checked and verified to be at or greater than the 6- inch requirement. The results of this testing are attached to this report.
- Coring operations were performed at 3 locations within the roadway alignment. The cores were taken at random locations determined by the ECS representative.
- Laboratory testing procedures were performed on the core specimens and included thickness and bulk specific gravity. These were performed in general accordance with NCDOT testing procedures. The following Table 1 contains the results of the coring including the thickness and specific gravity results. Table 2 contains the results of the asphalt content testing.

**Table 1 – Asphalt Laboratory Test Results**

Sample #	Asphalt Type	Thickness	Specific Gravity	Percent Compaction (min. 90%)
C-1	S-9.5B	2.125	2.164	90.6
C-2	S-9.5B	2.25	2.233	93.5
C-3	S-9.5B	2.5	2.285	95.7
<b>Average</b>	S-9.5B			93.3



## Table 2 – Asphalt Content Test Results

Sample #	Sample Location	Asphalt Content
Sample #1	Bulk Sample	6.5%

Based on our observations and test results, it is our engineering opinion that the stone base 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



John Kent P.E.  
Principal Engineer



Darrell Henderson.  
Project Manager



**ECS Southeast, LLC**  
6714 Netherlands Drive  
Wilmington, NC 28405  
**T** 910.686.9114  
**F** 910.686.9666

## LETTER OF TRANSMITTAL

July 09, 2025

EXTECH

Virginia Beach, VA 23457

ATTN: Joe Nicolato

RE: **Algonquin Subdivision**  
ECS Job # **22:36396**

Permits:

Location: **Caratoke Hwy**  
**Jarvisburg, NC 27947**

Field Reports

For your use

As requested

CC: Murky Waters Inc - Clay Cartwright

ENCL: Field Report # 1 7/8/2025 Proofroll

A handwritten signature in black ink that reads 'Kris J. Stamm'.

Kris J. Stamm  
Office Manager, Principal

A handwritten signature in black ink that reads 'Wade A. Wetherington'.

Wade A. Wetherington, E.I.  
Project Manager

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**ECS Southeast, LLC**  
 6714 Netherlands Drive  
 Wilmington, NC 28405  
 T 910.686.9114  
 F 910.686.9666

Project **Algonquin Subdivision**  
 Location **Jarvisburg, NC**  
 Client **EXTECH**  
 Contractor **None Listed**

## FIELD REPORT

Project No.	<b>22:36396</b>
Report No.	<b>1</b>
Day & Date	<b>Tuesday 7/8/2025</b>
Weather	<b>85 °/ Sunny</b>
On-Site Time	<b>0.25</b>
Lab Time	<b>0.00</b>
Travel Time*	<b><u>3.00</u></b>
Total	<b>3.25</b>
Re Obs Time	<b>0.00</b>

Remarks **Proofroll**

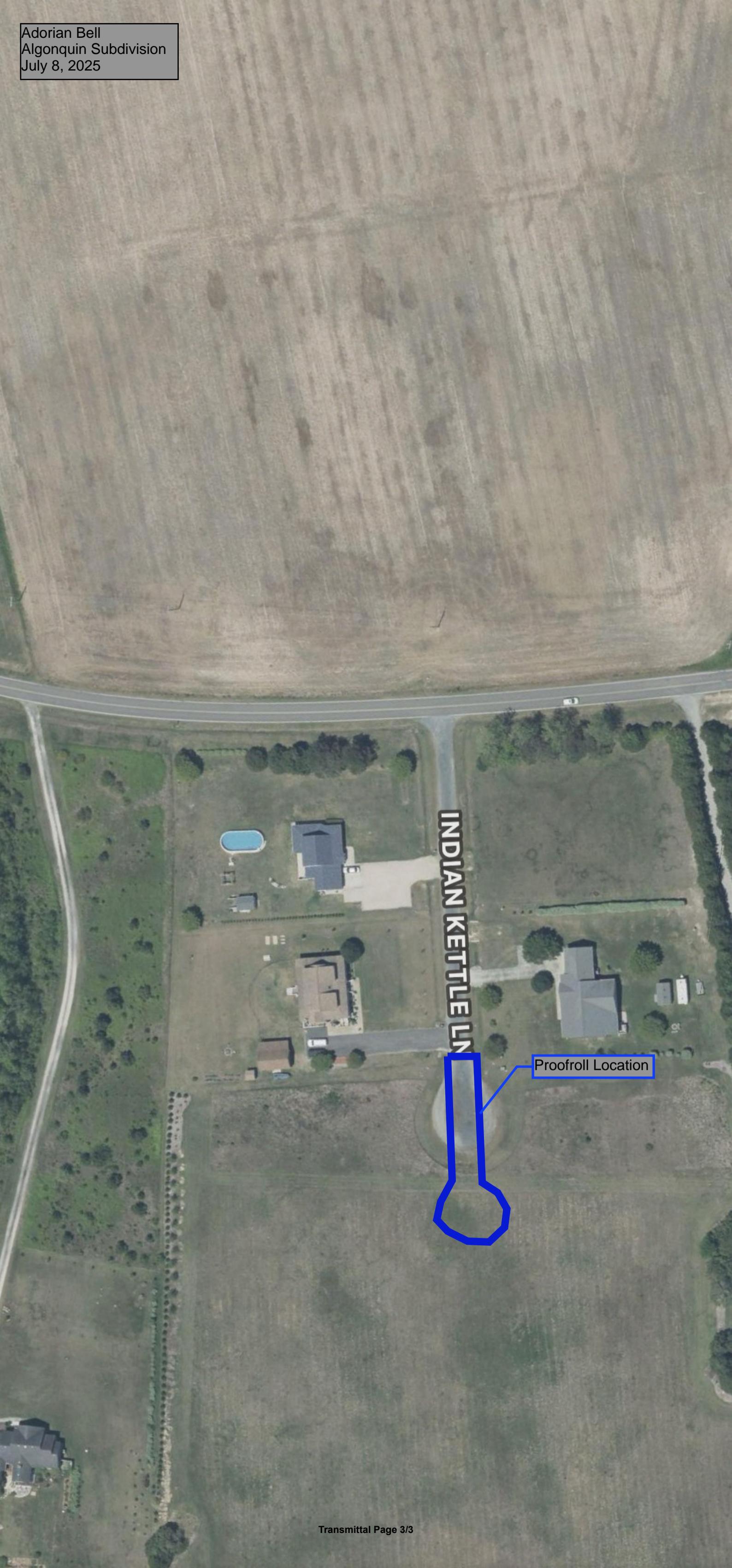
Trip Charges*	Tolls/Parking*	Mileage* <b>152</b>	Time of Arrival <b>10:00A</b>	Departure <b>10:15A</b>
Chargeable Items				

\* 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 proofrolling of the ABC stone for the proposed road and Culdesac. Please see the attached sketch for the approximate proofroll location.

Using a loaded, tandem-axle dump truck; the subject area was proofrolled and was observed to be stable.





**ECS Southeast, LLC**  
6714 Netherlands Drive  
Wilmington, NC 28405  
**T** 910.686.9114  
**F** 910.686.9666

## LETTER OF TRANSMITTAL

September 23, 2025  
EXTECH

Virginia Beach, VA 23457  
ATTN: Joe Nicolato

RE: **Algonquin Subdivision**  
ECS Job # **22:36396**

Permits:  
Location: **Caratoke Hwy**  
**Jarvisburg, NC 27947**

Field Reports       For your use       As requested

CC: Murky Waters Inc - Clay Cartwright

ENCL: Field Report # 2      9/22/2025      ABC Stone

A handwritten signature in black ink that reads 'Kris J. Stamm'.

Kris J. Stamm  
Office Manager, Principal

A handwritten signature in black ink that reads 'Wade A. Wetherington, E.I.'.

Wade A. Wetherington, E.I.  
Project Manager

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**ECS Southeast, LLC**  
 6714 Netherlands Drive  
 Wilmington, NC 28405  
 T 910.686.9114  
 F 910.686.9666

Project **Algonquin Subdivision**  
 Location **Jarvisburg, NC**  
 Client **EXTECH**  
 Contractor **None Listed**

## FIELD REPORT

Project No.	<b>22:36396</b>
Report No.	<b>2</b>
Day & Date	<b>Monday 9/22/2025</b>
Weather	<b>74 °/ Sunny</b>
On-Site Time	<b>1.00</b>
Lab Time	<b>0.00</b>
Travel Time*	<b>2.50</b>
Total	<b>3.50</b>
Re Obs Time	<b>0.00</b>

Remarks **ABC Stone**

Trip Charges*	Tolls/Parking*	Mileage*	<b>124</b>	Time of Arrival	Departure
Chargeable Items	<b>5000</b>			<b>9:15A</b>	<b>10:15A</b>

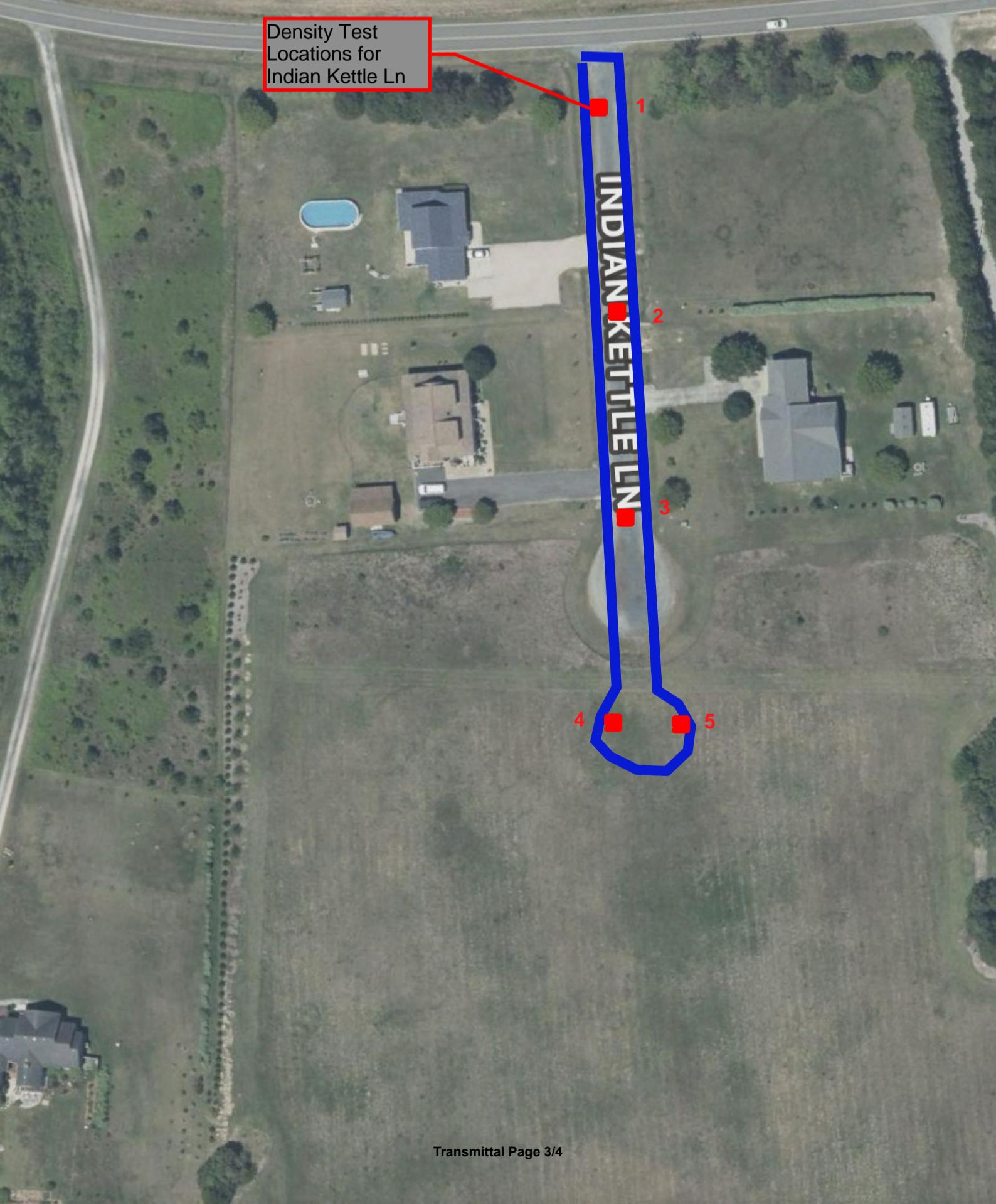
\* Travel time and mileage will be billed in accordance with the contract.

**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 Indian Kettle Lane. Please see the attached sketch for the approximate density test locations.

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

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



**Field Compaction Summary, ASTM D-6938**

Project No: 22:36396

Project Name: Algonquin Subdivision

Date: 9/22/2025

ECS Southeast, LLC

Client: EXTECH

Contractor:

Technician: Adorian N Bell

Test Method ASTM D-6938			
Nuclear Gauge No. 19			
Make	Troxler	Density Std	2174
Model	3440	Moisture Std	823
Ser. No.	1671		

Sample No.				Description			Proctor Method					Uncorrected Max. Density			Uncorrected Optimum Moisture Content	
D4S-1				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		DT	4	Drive Lane 1	0	D4S-1	0.00	138.1	5.4	141.3	136.5	3.5	98.8	P		
2		DT	4	Drive Lane 2	0	D4S-1	0.00	138.1	5.4	142.1	138.5	2.6	100.3	P		
3		DT	4	Drive Lane 3	0	D4S-1	0.00	138.1	5.4	143.0	139.1	2.8	100.7	P		
4		DT	4	Drive Lane 4	0	D4S-1	0.00	138.1	5.4	139.5	135.3	3.2	98.0	P		
5		DT	4	Drive Lane 5	0	D4S-1	0.00	138.1	5.4	141.1	136.6	3.3	98.9	P		



**ECS Southeast, LLC**  
6714 Netherlands Drive  
Wilmington, NC 28405  
**T** 910.686.9114  
**F** 910.686.9666

## LETTER OF TRANSMITTAL

October 09, 2025  
EXTECH

Virginia Beach, VA 23457  
ATTN: Joe Nicolato

RE: **Algonquin Subdivision**  
ECS Job # **22:36396**

Permits:  
Location: **Caratoke Hwy**  
**Jarvisburg, NC 27947**

Field Reports       For your use       As requested

CC: Murky Waters Inc - Clay Cartwright

ENCL: Field Report # 3      10/8/2025      Asphalt Cores

A handwritten signature in black ink, appearing to read 'Kris J. Stamm'.

Kris J. Stamm  
Office Manager, Principal

A handwritten signature in black ink, appearing to read 'Wade A. Wetherington, E.I.'.

Wade A. Wetherington, E.I.  
Project Manager

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**ECS Southeast, LLC**  
 6714 Netherlands Drive  
 Wilmington, NC 28405  
 T 910.686.9114  
 F 910.686.9666

Project **Algonquin Subdivision**  
 Location **Jarvisburg, NC**  
 Client **EXTECH**  
 Contractor **None Listed**

## FIELD REPORT

Project No.	<b>22:36396</b>
Report No.	<b>3</b>
Day & Date	<b>Wednesday 10/8/2025</b>
Weather	<b>75 °/ Rainy</b>
On-Site Time	<b>1.50</b>
Lab Time	<b>0.50</b>
Travel Time*	<b><u>3.66</u></b>
Total	<b>5.66</b>
Re Obs Time	<b>0.00</b>

Remarks **Asphalt Cores**

Trip Charges*	Tolls/Parking*	Mileage*	<b>190</b>	Time of Arrival	Departure
Chargeable Items	<b>5130</b>			<b>1:00P</b>	<b>2:30P</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 take three asphalt cores from the asphalt paved on Monday 10/6/25. Please see the attached sketch for the approximate core locations.

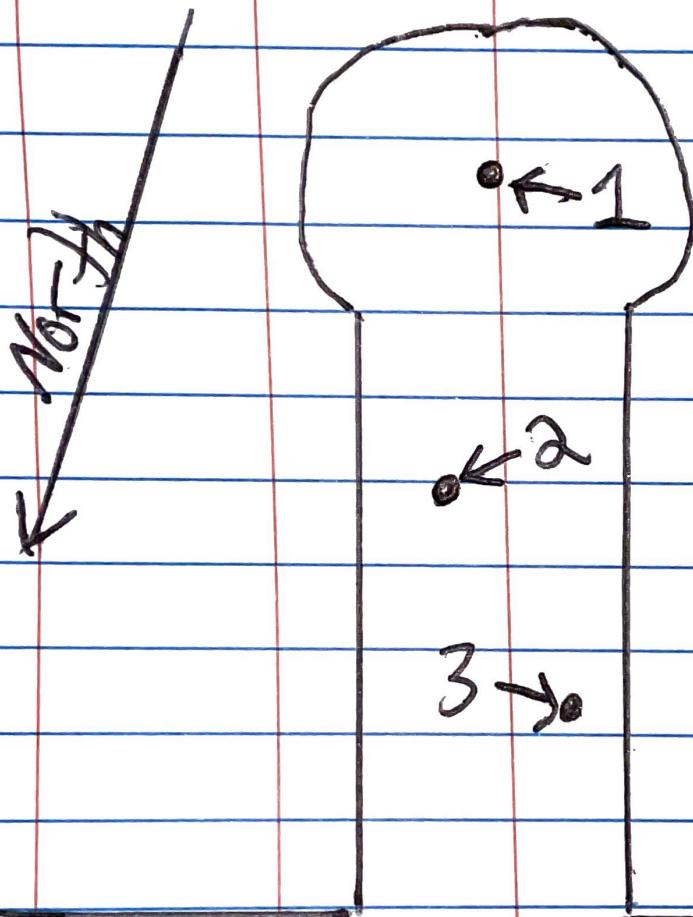
A total of two cores were obtained from the main roadway and one sample was obtained from the cul-de-sac. The cores were returned to the ECS laboratory for thickness and Specific gravity testing. All core locations were patched before leaving the site.

Mr. Name: Woodall Rose

Asphalt Core Locations

Date: 10/8/2025

Project #: 36396



Forbes Rd



**ECS Southeast, LLC**  
6714 Netherlands Drive  
Wilmington, NC 28405  
**T** 910.686.9114  
**F** 910.686.9666

## LETTER OF TRANSMITTAL

October 22, 2025  
EXTECH

Virginia Beach, VA 23457  
ATTN: Joe Nicolato

RE: **Algonquin Subdivision**  
ECS Job # **22:36396**

Permits:  
Location: **Caratoke Hwy**  
**Jarvisburg, NC 27947**

Field Reports       For your use       As requested

CC: Murky Waters Inc - Clay Cartwright

ENCL: Field Report # 5      10/21/2025      Asphalt Cores

A handwritten signature in black ink that reads 'Kris J. Stamm'.

Kris J. Stamm  
Office Manager, Principal

A handwritten signature in black ink that reads 'Wade A. Wetherington, E.I.'.

Wade A. Wetherington, E.I.  
Project Manager

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**ECS Southeast, LLC**  
6714 Netherlands Drive  
Wilmington, NC 28405  
T 910.686.9114  
F 910.686.9666

Project **Algonquin Subdivision**  
Location **Jarvisburg, NC**  
Client **EXTECH**  
Contractor **None Listed**

## FIELD REPORT

Project No.	<b>22:36396</b>
Report No.	<b>5</b>
Day & Date	<b>Tuesday 10/21/2025</b>
Weather	<b>70 °/ Sunny</b>
On-Site Time	<b>0.00</b>
Lab Time	<b>0.50</b>
Travel Time*	<b>0.00</b>
Total	<b>0.50</b>
Re Obs Time	<b>0.00</b>

Remarks **Asphalt Cores**

Trip Charges*	Tolls/Parking*	Mileage*	Time of Arrival	Departure
			<b>9:00A</b>	<b>9:00A</b>

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

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

As Requested, the ECS Laboratory tested three (3) asphalt cores for the main road/Culdesac. The cores were checked for thickness and specific gravity.

Attached are the thickness and specific gravity results.



ECS Southeast, LLC  
506 W 13th Street  
Greenville, NC, 27834  
Telephone: (252) 215-2257 Fax (910) 686-9666

## Asphalt Core Density

**Job Name** Algonquin Subdivision

**Job No.** 22: 36396

**Sample**

**Date** 10/9/2025

**Location** Main Road

**Type Mix** S9.5 B

**Max Specific Gravity** 2.389

<u>Core #</u>	<u>Thickness (In)</u>	<u>Weight of Core</u>					<u>Percent Compaction</u>
		<u>Dry (g)</u>	<u>SSD (g)</u>	<u>In Water (g)</u>	<u>Specific Gravity</u>		
1	2 1/8	1836.6	1849.7	1000.9	2.164	90.57%	
2	2 2/8	2159.7	2168.3	1201.3	2.233	93.49%	
3	2 4/8	2503.8	2510.5	1414.8	2.285	95.65%	
						Average	93.24%



**ECS Southeast, LLC**  
6714 Netherlands Drive  
Wilmington, NC 28405  
**T** 910.686.9114  
**F** 910.686.9666

## LETTER OF TRANSMITTAL

October 27, 2025  
EXTECH

Virginia Beach, VA 23457  
ATTN: Joe Nicolato

RE: **Algonquin Subdivision**  
ECS Job # **22:36396**

Permits:  
Location: **Caratoke Hwy**  
**Jarvisburg, NC 27947**

Field Reports       For your use       As requested

CC: Murky Waters Inc - Clay Cartwright

ENCL:

off site/D4S-1 (Standard Proctor - ASTM D-698)

A handwritten signature in black ink that reads 'Kris J. Stamm'.

Kris J. Stamm  
Office Manager, Principal

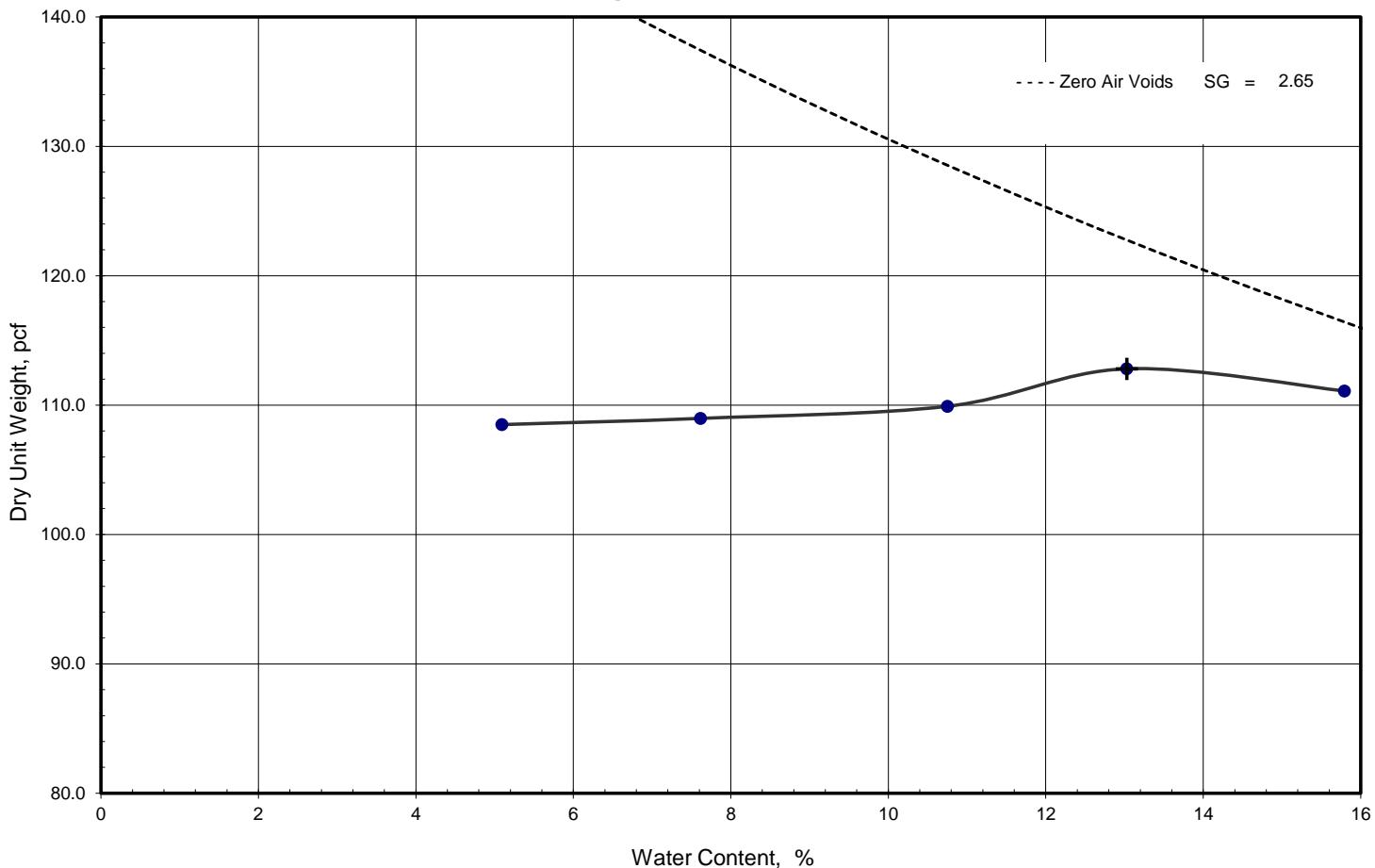
A handwritten signature in black ink that reads 'Wade A. Wetherington, E.I.'.

Wade A. Wetherington, E.I.  
Project Manager

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## Laboratory Compaction Characteristics of Soil Using Standard Effort



Optimum Moisture Content	13.0	%	Preparation	ASTM dry preparation method		
Maximum Dry Unit Weight	112.8	pcf	Type of rammer	Manual - 5.5lbf (24.5N)		
Cumulative material retained on:			Test Specification / Method	ASTM D698-12e2-method A		
3/4 in. sieve	0.0	%	Specific gravity - D854 water pycnometer	2.65	Historical	
3/8 in. sieve		%	Coarse Aggregate Specific Gravity -			
#4 sieve		%				
Soil Description	Nat. Moist. %		Liquid Limit	Plasticity Index	%< #200	USCS
gray silty sand						AASHTO

Project: Algonquin Subdivision  
Client: EXTECH  
Sample / Source: off site  
Test Reference/No.:

Project No.: 22:36396  
Depth (ft.): 0 - 2  
Sample No.: D4S-1  
Date Reported: 10/24/2025



Office / Lab

Address

Office Number / Fax

ECS Southeast LLC - Greenville NC

506 W. 13th Street  
Greenville, NC 27834

(252)215-2257

Tested by	Checked by	Approved by	Date Received	Remarks
		MYoung1		