

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

**9-25-24**

**Phase 1A:**

Walkway (MUP) Bond: 2,276 LF @ \$39.60/LF = \$23,900.80 x 115% =	\$ 90,129.60
Sidewalk Bond: 3,758 LF @ \$24.75/LF = \$93,010.50 x 115% =	\$106,962.08
Pavement Markings (C&L Concrete Quote) \$3,800 x 115% =	\$ 4,370.00
Street Lights: (Receipt Attached): =	0.00
Trees and Shrubs (Coastal Quote): \$41,755 x 115% x 115% =	<u>\$ 48,018.25</u>
<b>TOTAL:</b>	<b>\$249,479.93</b>

PROPOSAL / QUOTATION

BISSELL PROFESSIONAL GROUP

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

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

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

Table with 5 columns: DESCRIPTION, QTY, COST, UNIT, AMOUNT. Rows include 5' x 4" CONC. SIDEWALK and 8' x 4" CONC. MULTI-USE PATH.

EXCLUDES:

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

Table with 2 columns: TOTAL PROPOSAL COST, \$183,140.10

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

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

# C & L Concrete Works, Inc.

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

Proposal submitted to: Quality Home Builders Att: Justin , Perry	Phone: Justin 757-816-2006 Perry 757 -478-1205	Date: 9/17/2024
Street:	Job Name: Flora Phase 1A	
City, State, Zip:	Job Location:	

Description of work and price:

### **Flora Phase 1A**

Pavement markings for 5 crosswalks and 2 stop bars as per plans.

**\$3,800.00**

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

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

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


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

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

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

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

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

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

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

September 6, 2024

Construction Payment Invoice



Quality Homes of Currituck LLC  
417 CARATOKE HWY D  
MOYOCK, NC 27958

**Dominion Energy Information**  
Work Request No. 10652813  
Point of Contact: Morgen S Hand

**Total Amount Due: \$7,042.39**  
**Account No : 003685038378**

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

**Payment Options**

**U.S. Mail**

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

**Authorized Payment Centers**

For an Authorized Payment Center near you visit DominionEnergy.com and search "Payment Centers," or call 1-866-366-4357.

Convenience fee of \$1.50 will be charged by a third-party service provider.

All Authorized Payment locations accept cash and money order.

Some locations may accept personal or business checks at their discretion.

Obtain a paper receipt for your records.

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

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

**Convenience fee and transaction limits.**

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

Retain your payment confirmation number for your records.

\*eCheck Option only available over the phone

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

**Construction Payment Coupon**

**Notification Date: September 6, 2024**

**Please Pay Upon Receipt**  
**\$7,042.39**

**Amount Enclosed**

**Account No. 003685038378**

Quality Homes of Currituck LLC  
417 CARATOKE HWY D  
MOYOCK, NC 27958

Send Payment to:

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

# Coastal Landscapes, Inc.

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

admin@coastallandscapes.hrcox...

# Estimate

DATE	Estimate #
9/11/2024	FLORA PH1

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

Item	Qty	Description	Cost	Total
		FLORA FARMS PHASE 1 MOYOCK, NC		
MAPLE	21	AO-- OCTOBER GLORY RED MAPLE 2"CAL/8'HT	225.00	4,725.00
GINK	25	GP-- PRINCETON SENTRY GINKGO 2"CAL/8'HT	225.00	5,625.00
MAG	3	MG-- SOUTHERN MAGNOLIA 2"CAL/8'HT	225.00	675.00
PLANE TREE	23	PB-- BLOODGOOD LONDON PLANE TREE 2"CAL/8'HT	225.00	5,175.00
OAK	24	QH-- LAUREL OAK 2"CAL/8'HT	225.00	5,400.00
LIV	11	QV-- SOUTHERN LIVE OAK 2"CAL/8'HT	225.00	2,475.00
ELM	6	UP-- PRINCETON AMERICAN ELM 2"CAL/8'HT	225.00	1,350.00
REDB	9	CC-- FOREST PANSY REDBUD 2"CAL/6'HT	225.00	2,025.00
DOG	12	CF-- CHEROKEE CHIEF DOGWOOD 2"CAL/6'HT	225.00	2,700.00
TREE	8	CS-- SPRING FLEEING WHITE FRINGETREE 2"CAL/6'HT	225.00	1,800.00
HOLLY	6	IM-- MARY NELL HOLLY 6'HT	250.00	1,500.00
SAVA	6	IS-- SAVANNAH HOLLY 6'HT	250.00	1,500.00
ABE	26	AG-- RADIANCE ABELIA 3 GAL/18"HT	30.00	780.00
AZA	4	AR-- AUTUMN ANGEL ENCORE AZALEA 3 GAL/24"HT	30.00	120.00
DBH	26	IB-- DWARF BURFORD HOLLY 3 GAL/20"HT	30.00	780.00
INK	18	IG-- SHAMROCK INKBERRY HOLLY 3 GAL/24"HT	30.00	540.00
JUN/HW	3	JT-- JUNIPER HOLLYWOOD 10 GAL/36"HT *SUB 7 GAL*	70.00	210.00
LORO	31	LR-- DARUMA LOROPETULUM 3 GAL/24"HT	30.00	930.00
SUMAC	12	RG-- GRO-LOW FRAGRANT SUMAC 3 GAL/18"HT	30.00	360.00
MILK	19	AI-- SWAMP MILKWEED 4" POT	4.50	85.50
MULCH	50	REGULAR MULCH (PER YARD)	60.00	3,000.00
				\$41,755.00

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

Signature \_\_\_\_\_

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



NORTH CAROLINA  
Environmental Quality

September 24, 2024

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

Re: **Partial Final Approval**

Partial Final Approval Date: September 24, 2024

Flora Farms Phase 1 and 2

Serial No.: 22-01013

Water System Name: CURRITUCK COUNTY WATER  
SYSTEM

Water System No.: NC0427010

Currituck County

Dear Sir/Madam:

The Department received an Engineer's Certification and an Applicant's Certification specifying the portion of the referenced project that has been completed. The Engineer's Certification describes the project as "**Flora Farms Phase 1 and 2** Phase 1A covering 8-inch watermains on Lydia Street and Eunice Street totaling 1,627 linear feet, and 393 feet of 4-inch water main on Eunice St to the end, along with approximately 487 feet of 8-inch connecting main on Flora Blvd (total of 2,513 linear feet), water service connections for Lots 1-27".

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

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

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

Sincerely,

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

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

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



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

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



# Subdivider Maintenance Responsibility and Reserve Fund Creation Affidavit

## Contact Information

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

Phone: 252.232.3055  
Fax: 252.232.3026

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

## Affidavit

I, North-South Development Group/Justin Old, subdivider of \_\_\_\_\_

Flora Farms (Subdivision Name) certify that:

- I am responsible for maintenance of all common areas, common features, and private infrastructure until 75% of lots sales within the subdivision.
- I have established a reserve fund to support the continued maintenance and upkeep of common areas, common features, and private infrastructure. The fund has been established at 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 75% lot sales within the subdivision.
- The County is not responsible or liable for maintenance of any common areas, common features, or private infrastructure within the subdivision.

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

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

\_\_\_\_\_  
Signature

9.5.24  
Date



Notary Certificate

Currituck

County, North Carolina

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

Witness my hand and official seal this the 5 day of September, 2024.



Kelly W Boldt  
Notary Signature

My commission expires: NOV 17, 2028

## ATTACHMENT "A"

### Flora Farm Phase 1A

#### Reserve Fund Calculations

A. Temporary Reserve Fund Calculation:

1. Phase 1A: Roadway Base Course Construction Cost:	\$ 91,760.00
Roadway Surface Course Construction Cost:	<u>\$141,900.00</u>
Phase 1 Subtotal:	\$233,660.00
<u>Temporary Fund Amount:</u> 10% of \$233,660.00 =	<b>\$ 23,366.00</b>

B. Permanent Reserve Fund Calculation:

1. Annual Cost of Common Area & Stormwater Maintenance:	\$ 24,755.30
2. Annual Cost of Common Area Insurance:	<u>\$ 2,100.00</u>
	\$ 26,855.30

**Permanent Reserve Fund Amount: 2 x \$26,855.30 = \$ 53,710.60**

# **Countryscapes Landscaping, Inc.**

366 North Gregory Road  
Shawboro, N. C.  
27973

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

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Stone for 1A Flora is 2480 tons at \$37.00 per ton totalling \$91760.00.

Clay Cartwright  
Vice President  
Countryscapes Landscaping, Inc.

# C & L Concrete Works, Inc.

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

Proposal submitted to: Quality Home Builders Attn: Perry Arnette	Phone: 757-478-1205	Date: 8/7/2024
Street:	Job Name: Flora Phase 1A	
City, State, Zip:	Location: Moyock, NC	

Description of work and price:

**Flora - Phase 1A**

Mobilization	\$800.00
Fine Grading – 8,408 SY	\$2,500.00
8,408 SY of 2" 9.5B Asphalt – 1,050 tons	\$138,600.00
	<b>\$141,900.00</b>

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

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

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

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

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

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

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

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

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

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



# Schultz Lawns Apes Inc.

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Complete Commercial and Residential Landscape  
Design & Maintenance

August 9, 2024

Schultz Lawns Apes  
115 North County Drive  
Waverly, Virginia 23890

Flora Farms  
Moyock, North Carolina

Dear Sir or Madam:

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

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

The annual 12-month contract price for general landscape maintenance of the entrance, retention pond, stormwater drainage areas, road frontage, and common areas within phase (1A) of Flora Farms is \$24,755.30. If you have any questions or concerns, please don't hesitate to contact us.

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

Best Regards,

Daniel McKenney, Territory Director



August 7, 2024

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

Aaron,

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

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

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

Please let me know if you have any questions.

Andrew

Andrew Farrar  
Commercial Risk Advisor  
Winters-Oliver Insurance Agency

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

**ARTICLE I.  
BUSINESS ADDRESS**

The business address of Flora Farms Community Association, Inc. (the "Association") shall be 227 Caratoke Hwy., Moyock, NC 27958. The business address may be changed by the Board of Directors of the Association if required by the U.S. Postal Service, or, upon approval of the membership, for any other reason.

**ARTICLE II.  
MEMBERSHIP IN THE ASSOCIATION**

Every person or entity who is a record owner of a fee or undivided fee interest in any of the lots in any phase of Fost ("the Subdivision"), located in Currituck County, North Carolina, shall be a member of the Association. Ownership of such interest shall be the sole qualification for membership, and membership shall be appurtenant to and may not be separated from such ownership.

**ARTICLE III.  
PURPOSES OF THE ASSOCIATION**

The purposes and duties of the Association shall be:

- A. To manage the Subdivisions pursuant to the terms and provisions of the North Carolina General Statutes, these Bylaws, any Rules and Regulations promulgated by the Association or its Board of Directors and that Declaration of Restrictive Covenants of Fost that have been recorded or will be recorded in the Currituck County Registry, as the same may be amended from time to time ("the Declarations");
- B. To enforce the provisions of these Bylaws, the Declaration, and any Rules and Regulations promulgated by the Association or its Board of Directors;
- C. To promote and protect the enjoyment and beneficial use and ownership of all of the lots of the Subdivision ("the Lots").

No part of the net earnings of the Association shall inure to the benefit of its members, the members of its Board of Directors or its officers, or to any other person, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the above stated purposes.

ARTICLE IV.  
ASSESSMENTS

The Association shall make and collect assessments against the lots as stated in the Declarations and as provided in the North Carolina General Statutes.

ARTICLE V.  
MEETINGS OF MEMBERS

Section 1. Place of Meetings. All meetings of members shall be held at such place in Currituck County, North Carolina, as shall be designated on the notice of the meeting or agreed upon by a majority of the members entitled to vote thereat.

Section 2. Annual Meetings. The annual meeting of the members shall be held during the last seven (7) days of January of each year on any day during that period (except a legal holiday) as determined by the Board of Directors, for the following purposes:

1. to ratify or reject the summary of the proposed budget submitted by the Board of Directors pursuant to Article VI below;
2. to elect the Board of Directors of the Association (subject to the provisions of Section 8 of the Declaration) for the coming fiscal year; and
3. to transact any other business that may come before the membership, including but not limited to the adoption, modification and/or repeal of any Rules and Regulations governing the Subdivision.

Section 3. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by these Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 4 of this Article V. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 4. Special Meetings. Special meetings of the members may be called at any time by the President or the Board of Directors of the Association, or upon the written request of not less than twenty percent (20%) of the members.



Section 5. Notice of Meetings. Written notice of the meeting shall be delivered not less than ten nor more than fifty days before the date of any members' meeting, either personally or by mail, by or at the direction of the President, the Secretary, or other person calling the meeting, to each member of record. The notice shall state the time and place of the meeting and shall also state the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes and any proposal to remove an Officer/Director. If mailed, such shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at his/her address as it appears on the record of members of the Association, with postage thereon prepaid. It shall be the responsibility of the individual members to keep the Secretary informed of their current addresses. In the absence of instructions from an individual member as to his/her address, the Secretary shall be entitled to rely on the most recent records of the Currituck County Tax Collector to determine the addresses of the owner(s) of a Lot. The notice of meeting must state the time and place of the meeting and all items on the agenda for the meeting.

When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty days in any one adjournment, it is not necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

Section 6. Voting Rights. On matters of the Association's business submitted to vote of the membership, there shall be one (1) vote per Lot, regardless of the number of owners of a Lot. There shall be no requirement of a quorum for submitting any matter to a vote at any Annual Meeting or Substitute Annual Meeting properly called and convened pursuant to these Bylaws. At any special meeting of members, twenty percent (20%) of the Lots (represented either in person or by proxy) shall constitute a quorum for the purposes of submitting any matter to a vote. Except as otherwise provided by the Declaration, the North Carolina General Statutes, or these Bylaws, all matters submitted to a vote at any meeting held in accordance with these Bylaws shall be decided by a simple majority of the total votes cast.

Section 7. Voting by Proxy. Votes may be cast either in person or by one or more agents authorized by a dated, written proxy executed by the member or his/her attorney-in-fact. A proxy terminates one year after its date, unless it specifies a shorter term. Any form of proxy which is sufficient in law may be used, but the following form of proxy shall be deemed sufficient:

The undersigned hereby irrevocably constitute and appoint \_\_\_\_\_ their attorney-in-fact and proxy for the sole purpose of casting the vote allocated to Lot \_\_, on all matters submitted to vote at that meeting of Flora Farms Community Association, Inc., to be held on \_\_\_\_\_, \_\_\_\_\_. The undersigned hereby ratify and confirm all such votes cast on behalf of said Lot at that meeting, and certify that they are fully authorized to execute this instrument of proxy on behalf of all owners of any fee interest in said Lot.

This the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Section 8. Voting List. At least ten days before each meeting of members, the Secretary of the Association shall prepare an alphabetical list of the members entitled to vote at such meeting or any adjournment thereof, with the address of each, which list shall be kept on file with the book of records of the Association. This list shall be produced and kept open at the time

and place of the meeting and shall be subject to inspection by any members during the whole time of the meeting.

Section 9. Waiver of Notice. Any member may waive notice of any meeting. The attendance by a member at a meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 10. Quorum. A quorum is present throughout any meeting if persons entitled to cast ten percent (10%) of the votes of the association are present in person or by proxy at the beginning of the meeting.

## ARTICLE VI. BOARD OF DIRECTORS

Section 1. Purpose, Number and Term of Office. The business and affairs of the Association shall be managed by a Board of Directors of three (3) individuals, who shall be entitled to act on behalf of the Association. The Board of Directors shall initially consist of the two (2) initial members of the Board of Directors as named in the Articles of Incorporation of the Association. Subsequently, the Board of Directors shall be appointed by the Declarant until such time as the period of Declarant control of the Association has terminated pursuant to the provisions of the Declaration. At the first meeting of the membership of the Association following the termination of the period of Declarant control of the Association, the members of the Board of Directors shall be elected by the membership of the Association and those persons who receive the highest number of votes at a meeting at which a quorum is present shall be elected. Each member of the Board of Directors shall hold office until his/her death, disability, resignation or removal, or until the expiration of his/her term and the election of his/her successor. All Directors elected by the membership of the Association must be Lot owners.

Section 2. Powers and Duties. The Board of Directors shall have the power and the duty to act on behalf of the Association in all instances, except that the Board may not amend the Declaration, elect members of the Board (except to fill any vacancy in its membership for the unexpired portion of a term) or determine the qualifications, powers, duties or terms of office of members of the Board. In addition, the Board of Directors shall have the following specific powers, duties and responsibilities:

A. The Board will keep a complete record of all of its acts and all affairs of the Association and make the same reasonably available for examination by any member, his agents or mortgagees.

B. The Board will adopt a proposed budget for the Association to be approved or rejected by the membership of the Association at its Annual Meeting. The proposed budget shall be adopted at a meeting of the Board to be held not more than sixty (60) days before the Annual Meeting of the membership of the Association. A summary of the proposed budget, including the amount of any proposed assessments against the Lots, shall be mailed to the membership not more than fourteen (14) nor less than thirty (30) days after the adoption of the

proposed budget. The proposed budget shall be deemed ratified unless at the meeting more than fifty percent (50%) of the Lots existing at that time vote to reject it. In the event the proposed budget is rejected, the periodic budget last ratified shall be continued until such time as the membership ratifies a budget subsequently proposed by the Board of Directors.

C. The Board may fine any lot owner an amount not to exceed One Hundred Fifty Dollars (\$150.00) for any single violation of the Declaration, these Bylaws or any Rules and Regulations promulgated by the Board. In such event, the Board shall provide the lot owner fined an opportunity to be heard before an Adjudicatory Panel to be appointed by the Board pursuant to Article X below. Multiple fines may be assessed against any lot owner for multiple violations. Any such fines shall be deemed assessments against the lot of such owner, and shall be collectable as provided in the Declaration.

D. The Board may contract a management agent to perform and execute such duties, functions and responsibilities of the Board as the Board may deem appropriate; however, no such contract shall relieve the Board from its fiduciary duty to the Association.

Notwithstanding any other provision herein, the Board of Directors is authorized, on behalf of the Association, to submit any dispute with or claim against the owner(s) of any Lot(s) to voluntary arbitration pursuant to any arbitration program then in effect in the General Court of Justice of Currituck County, North Carolina.

Section 3. Removal of Directors. Any director may be removed at any time with or without cause by a vote of at least sixty-seven percent (67%) of all persons present and entitled to vote at any meeting of the membership of the Association at which a quorum is present. However, directors who are appointed by the Declarant may only be removed by the Declarant.

Section 4. Vacancies. In the event of the death, disability, resignation or removal of a director, his/her successor shall be selected and appointed by the remaining members of the Board of Directors to serve until the next meeting of the membership of the Association or until a successor is appointed by the Declarant if such vacancy is the result of the death, disability, resignation or removal of an initial director or a director who was appointed by the Declarant.

ARTICLE VII.  
MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Called Meetings. Meetings of the Board of Directors may be called by or at the request of the President or any two directors.

Section 2. Notice of Meeting. The person or persons calling a meeting of the Board of Directors shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called.

Section 3. Waiver of Notice. Any member of the Board of Directors may waive notice of any meeting. The attendance by a member of the Board of Directors at a meeting shall constitute a waiver of notice of such meeting, except where a member of the Board of Directors attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Quorum. A majority of the number of the members of the Board of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the members of the Board of Directors.

Section 5. Manner of Acting. Except as otherwise provided in these Bylaws, the act of the majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 6. Informal Action by Members of the Board of Directors. Action taken by a majority of the members of the Board of Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the members of the Board of Directors and filed in the book of records of the Association, whether done before or after the action so taken.

Section 7. Committees of the Board. The Board of Directors may establish either standing or ad hoc committees of the members to assist it in its work. Such committees shall be chaired by a member of the Board of Directors.

ARTICLE VIII  
OFFICERS

Section 1. Designation. The officers of the Association shall consist of a President, a Vice-President, a Secretary, and a Treasurer, and such other officers as the membership may from time to time elect. The offices of Secretary and Treasurer may be held by the same person; otherwise, no two offices may be held by the same person.

Section 2. Election and Term. The initial officers of the Association shall be elected by the initial members of the Board of Directors of the Association. Subsequently, the officers of the Association shall be appointed by the Board of Directors. Members of the Board shall be

eligible for appointment to serve as officers of the Association. The officers shall be appointed to one-year terms, and each officer shall hold office until his/her death, disability, resignation or removal, or until the expiration of his/her term and the appointment of his/her successor.

Section 3. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He/she shall, when present, preside at all meetings of the members. He/she shall sign, with the Secretary, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President, together with the Secretary, shall execute any amendments to the Declaration approved by the membership of the Association.

Section 4. Vice President. In the absence of the President or in the event of his/her death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or the Board of Directors.

Section 5. Secretary. The Secretary shall: (a) keep minutes of the meetings of members, of the Board of Directors and of all Executive Committees in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized; (d) be authorized to certify and oversee the recordation of amendments to the Declaration on behalf of the Association; (e) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 6. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such depositories as shall be selected in accordance with the provisions of Section 4 of Article IX of these Bylaws; (c) prepare, execute and deliver certificates of Assessments as provided by Section 13 of the Declaration; and (d) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

ARTICLE IX.  
CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on the behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks and Drafts. All checks, drafts or other orders for the payment of money, issued in the name of the Association, shall be signed by the President or the Treasurer of the Association.

Section 4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such depositories as the Board of Directors may select.

ARTICLE X  
ADJUDICATORY PANEL

Section 1. Appointment of Adjudicatory Panel. The Board of Directors shall, not less than annually, appoint an Adjudicatory Panel of five (5) individuals, all of whom shall be members of the Association. Members of the Board shall be eligible to serve as members of the Adjudicatory Panel. Members of the Panel shall be appointed to one-year terms, and each member shall sit until his/her death, disability, resignation or removal, or until the expiration of his/her term and the appointment of his/her successor.

Section 2. Hearings. In the event that a fine is assessed against a lot owner by the Board of Directors pursuant to Subsection 2(C) Article VI above, the Adjudicatory Panel shall provide to the lot owner so fined notice of the violation and an opportunity to be heard regarding the alleged violation and the assessed fine. If within ten (10) days of receipt of the notice the lot owner requests in writing a hearing, the Adjudicatory Panel shall hear the matter within twenty (20) days of the date of the written request. Three (3) members of the Panel shall constitute a quorum for the purpose of conducting a hearing. Following such a hearing, the Adjudicatory Panel shall confirm, deny or modify the fine imposed by the Board and shall notify the lot owner of its decision. The decision of the Panel with regard to the fine shall be final.

ARTICLE XI.  
INDEMNIFICATION

Any person who at any time serves or has served as an officer, member of the Board of

Directors and/or member of the Adjudicatory Panel of the Association shall have a right to be indemnified by the Association to the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees, incurred by him/her in connection with any threatened, pending, or completed civil, criminal, administrative, investigative, or arbitral action, suit, or proceeding (and any appeal therein), whether or not brought by or on behalf of the Association, seeking to hold him/her liable by reason of the fact that he/she is or was acting in such capacity, and (b) reasonable payments made by him/her in satisfaction of any judgment, money decree, fine, penalty or settlement for which he/she may have become liable in any such action, suit or proceeding.

Upon request for payment, the President of the Association shall promptly call a special meeting of the Board of Directors to obtain approval to pay the indemnification required by this bylaw. Such approval may be general or confined to specific instances, and shall not be unreasonably withheld. Upon approval by the Board of Directors, the President shall promptly cause the indemnification to be paid to the requesting party.

Any person who at any time after the adoption of this bylaw serves or has served as an officer, member of the Board of Directors and/or member of the Adjudicatory Panel of the Association shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this bylaw.

## ARTICLE XII. DISSOLUTION

In the event of dissolution of the Association, the residual assets of the Association will be distributed to a nonprofit organization with purposes similar to those of the Association, or to any other organization eligible under the provisions of Chapter 55A of the General Statutes of North Carolina. However, in no event shall the residual assets of the Association be distributed in a fashion that terminates the Association's exempt status under Section 528 of the Internal Revenue Code of 1986 or any corresponding sections or provisions of any future United States Internal Revenue law.

## ARTICLE XIII. SECTION 528 STATUS

The Association shall elect and shall be managed in such fashion as to maintain tax-exempt status under Section 528 of the Internal Revenue Code of 1986. The Association shall not carry on any activities prohibited by an Association electing tax-exempt status under Section 528, or any corresponding sections or provisions of any future United States Internal Revenue law.

ARTICLE XIV.  
GENERAL PROVISIONS

Section 1. Seal. The corporate seal of the Association shall consist of two concentric circles between which is the name of the Association and in the center of which is inscribed SEAL; and such seal, as impressed on the margin hereof, is hereby adopted as the corporate seal of the Association.

Section 2. Fiscal Year. The fiscal year of the Association shall be September 1 through August 31.

Section 3. Amendments. Following the termination of the initial period of Declarant control provided for in the Declaration, the members of the Association may amend these Bylaws, repeal these Bylaws and/or adopt new Bylaws by the vote of at least sixty-seven percent (67%) of all existing Units at any meeting of the membership of the Association properly held and conducted pursuant to Article V above.

Section 4. Conflicts. In the event of any conflict between the terms and provisions of these Bylaws and the terms and provisions of the Declaration, the terms and provisions of the Declaration shall control.

Section 5. References to Statutes. All references herein to any statutory provision shall be construed to include and apply to any subsequent amendments to or replacements of such provisions.



The foregoing instrument, consisting of ten (10) pages, is hereby approved, accepted and adopted by the undersigned as the Bylaws of Flora Farms Community Association, Inc. In witness whereof, the initial members of the Board of Directors of the Association have set their hands and seals, effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*Signed:*

\_\_\_\_\_  
Initial Director

\_\_\_\_\_  
Initial Director

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
FLORA FARMS**

**THIS DOCUMENT REGULATES OR PROHIBITS  
DISPLAY OF POLITICAL SIGNS.**

Prepared by: Harry R. Purkey, Jr., Esq.  
303 34<sup>th</sup> Street, Suite 5  
Virginia Beach, Virginia 23451  
NC State Bar# 61267

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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
FLORA FARMS**

This Declaration of Covenants, Conditions and Restrictions for Flora Farms ("Declaration") is made this \_\_\_\_ day of \_\_\_\_\_, 2024 by **NORTH-SOUTH DEVELOPMENT, LLC**, a North Carolina limited liability company ("Declarant").

**RECITALS:**

Declarant is the owner in fee simple of certain property in the County of Currituck, State of North Carolina, which is more particularly described as follows (the "Phase 1A Property"):

**BEING ALL of that property shown on the plat entitled "Flora Farms Phase 1A" recorded in Book \_\_\_\_, Pages \_\_\_\_\_9, in the Office of the Register of Deeds of Currituck County, North Carolina.**

It is the intent of Declarant to develop Flora Farms as a planned residential community as the same is referred to in Section 47B-3(14)a of the Marketable Title Act which may consist of single-family detached residences, and hereby to cause the above-described property and future Lots and Phases, if any, of Flora Farms to be subjected to this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, such real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. It is the intent of Declarant that the provisions of this Declaration in all respects conform to and comply with the requirements set forth in the North Carolina Planned Community Act. To the extent any provision contained herein does not conform to or comply with the North Carolina Planned Community Act, the provisions of the Act shall control.

**ARTICLE I**

**DEFINITIONS**

Section 1.1 "Additional Property" shall mean and refer to any property located adjacent to the Properties including, without limitation, any portion of the real property described in Exhibit A attached hereto and incorporated herein by reference. For the purpose of determining whether property is adjacent to the Properties, the rights of way of public roads and utilities, as well as, ditches, canals, ponds, lakes, rivers and streams, shall

be deemed not to separate otherwise adjacent property.

Section 1.2 "Appropriate Local Governmental Authority" shall mean and refer to the County of Currituck, North Carolina, or other appropriate local governmental authority having jurisdiction over the Properties.

Section 1.3 "Association" shall mean and refer to Flora Farms Homeowners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 1.4 "Builder" means any Person who purchases one (1) or more Lots from Declarant for the purpose of constructing dwellings thereon for later sale to consumers in said Builder's ordinary course of business. Any Person shall cease to be considered a Builder with respect to a Lot immediately upon occupancy of and residing in the dwelling on such Lot for residential purposes, notwithstanding that such person originally was recognized as a Builder.

Section 1.5 "CBU" shall mean and refer to mail receptacle equipment for centralized mail delivery which will be provided in a location within the Properties.

Section 1.6 "Common Elements" shall mean and refer to all real property owned by the Association (whether owned in fee or by way of license or easement), or leased by the Association, other than a Lot, and shall include, without limitation, areas designated by Declarant on plat of the Properties as "Common Elements," "Open Space," "Detention Pond," or similar designations and any private streets located within the Property.

Section 1.7 "Declarant" shall mean and refer to **North-South Development, LLC**, a North Carolina limited liability company. North-South Development, LLC may assign, pursuant to an express assignment or conveyance, any rights provided herein for Declarant, including, without limitation, any or all of Declarant's special rights regarding voting, architectural review, obligation to pay assessments and exemptions therefrom, easements, development rights, and those special declarant rights provided for in the Planned Community Act, any or all of which shall be assignable individually, or in any combination, in whole or in part, and which may be apportioned and assigned on a lot-by-lot basis. Any of Declarant's special rights apportioned and assigned on a lot-by-lot basis may be referred to individually, or in any combination, as a Special Declarant Right or Special Declarant Rights and the assignee thereof shall be a "Declarant" as provided for herein.

Section 1.8 "Declarant Control Period" shall mean and refer to a period of time commencing on the date this Declaration is recorded in the Registry and expiring on the first to occur of the following events: (a) twenty-five years from the first recording date of this Declaration; or (b) the later of (x) 240 days or (y) the first annual meeting, in each case, after the date on which one hundred (100%) percent of the Lots in all phases of the Properties that may ultimately be subject to this Declaration have been conveyed to Members other than Declarant and any Builder.

Section 1.9 "Emergency Escape and Rescue Easement Area" means any areas

designated on the site plan or subdivision plat for emergency ingress and egress required to comply with Section R310 of the North Carolina Residential Code.

Section 1.10 "Lot" shall mean and refer to any separately numbered plot of land shown upon any now or subsequently recorded subdivision plat of the Properties intended for single family detached residential purposes and shall include any improvements constructed thereon and "Lots" shall refer to more than one lot or all such lots collectively, as the case may be. Declarant hereby reserves the right to reconfigure, from time to time and without the consent of the Owners or the Members of the Association, the boundaries of any Lot or Lots owned by Declarant and to thereby create additional Lots, eliminate existing Lots or create additional Common Elements; provided, however, in no event shall the Properties contain a greater number of Lots than the number from time to time permitted by the Appropriate Local Governmental Authority, nor shall any Lot within the Properties contain fewer square feet than the minimum number of square feet from time to time required by the Appropriate Local Governmental Authority. If Declarant elects to exercise its right to revise the boundaries of one or more Lots owned by Declarant, Declarant shall record a revised plat of the affected Lot or Lots. Upon the recording by Declarant of such a revised plat, each lot shown on the previously recorded plat or plats, the boundaries of which are revised by the revised plat, shall cease to be a "Lot" as defined in this Declaration and each newly configured lot shown on the revised plat shall be a "Lot" as defined in this Declaration.

Section 1.11 "Maintain", "Maintenance", "Maintaining", or any similar term used herein is defined to include any one or more of the following, as the context requires: acquisition, purchase, construction, re-construction, installation, maintenance, inspection, examination, upkeep, cleaning, renewal, alteration, repair, replacement, repainting, remodeling, restoration, removal, improvement, administration, operation, use, planting, mowing, cutting, trimming, pruning, fertilizing, watering and preservation.

Section 1.12 "Major Builder" shall refer to any Builder who at any one time owns or has contracted to purchase ten (10) or more Lots that exist or can be created on the Properties.

Section 1.13 "Marketable Title Act" shall mean and refer to the provisions of Chapter 47B of the General Statutes of North Carolina.

Section 1.14 "Master Plan" shall mean and refer to the plan(s) for the Properties and the Additional Property now or hereafter approved by the Appropriate Local Governmental Authority, as such plan(s) may be from time to time amended and approved.

Section 1.15 "Member" shall mean and refer to every person or entity who or which holds Membership with voting rights in the Association.

Section 1.16 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.



Section 1.17 "Person" shall mean and refer any natural person, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental entity, or other entity.

Section 1.18 "Planned Community Act" shall mean and refer to the provisions of Chapter 47F of the General Statutes of North Carolina.

Section 1.19 "Properties" shall mean and refer to the Phase 1A Property and other property hereafter made subject to the terms, covenants and conditions of this Declaration, as amended from time to time.

Section 1.20 "Registry" shall mean and refer to the Office of the Register of Deeds of Currituck County, North Carolina.

Section 1.21 "Restore," "Restoration," "Restoring" or any similar term used in this Declaration includes any one or more of the following, as the context requires: debris removal, alteration, re-construction, installation, inspection, examination, repair, replacement, repainting, restoration of an improvement lost or damaged by fire or other casualty, deterioration or obsolescence, or any taking by condemnation or eminent domain proceedings.

Section 1.22 "Stormwater Control Facilities" shall mean one or more of the following devices and measures, together with associated private drainage easements utilized for conveying stormwater (however identified on a plat or in a document) that serves the Property and which are located outside of public street rights-of-way and drainage easements accepted into public use by the Appropriate Local Governmental Authority, including, but not limited to, conduits, inlets, channels, pipes, level spreaders, ditches, grassed swales, sand filters, wet ponds, dry detention basins, wetlands, permanently protected undisturbed open space areas or similarly designated areas, bio-retention areas, retention or detention ponds, and other devices and measures, necessary to collect, convey, store, and control stormwater runoff and pollutants for more than one (1) Lot in the Property.

## ARTICLE II

### PROPERTY RIGHTS

#### Section 2.1 Amenities Which May Be Located in the Common Elements

Declarant hereafter may construct or cause to be constructed (but shall not be obligated to construct) walkways, a dog park, or parks and a garden area or areas, passive recreational areas and other facilities on a portion of or within the Common Elements. Other improvements that may be Common Elements include, but shall not be limited to, driveways, patios, roadways, private streets, private sanitary sewer lines, retaining walls, streetlights located on private streets, CBUs, fencing, lift stations, pump stations, erosion control and Stormwater Control Facilities. Declarant has no obligation or responsibility to construct or supply any such Common Elements, and no party shall be entitled to rely upon

any statement contained in this Declaration as a representation or warranty as to the extent of the Common Elements to be owned, leased by, or dedicated to the Association. During the Declarant Control Period, Declarant shall retain the right to add to, delete from, and modify any of the Common Elements. During Declarant Control Period, Declarant shall have the right to require the exclusive (or, at the discretion of Declarant, non-exclusive) use of all or certain portions of any Common Elements for events promoting the sale of lots or homes in Flora Farms; provided, however, no such use by Declarant shall unreasonably interfere with or obstruct ingress, egress and regress to or from the Lots.

Notwithstanding the foregoing, the Declarant shall not add to, delete from or modify any of the Common Elements without the prior written approval of any Major Builder who has a right to purchase any Lot. Except for those areas which are required to be conveyed to the Appropriate Local Governmental Authority, the Common Elements shall be conveyed to the Association, subject to this Declaration, drainage, greenway, utility, conservation and other easements, restrictions, reservations, conditions, limitations, and declarations of record at the time of conveyance, zoning, land use regulations and survey matters and the lien of real property taxes not yet due and payable. Title to Common Elements shall be conveyed to the Association at such time as may be determined by Declarant in its sole discretion, or when required by the Act or other governmental authority. The Association shall accept all Common Elements deeded to it and/or dedicated to it, including any improvements installed thereon by Declarant, without setoff, condition, or qualification of any nature, whether or not the conveyance or dedication occurs prior to the time of the conveyance of the first Lot within the applicable phase of the Properties. The Association shall be responsible for the maintenance of all Common Elements (whether or not conveyed or to be conveyed to the Association) in a continuous and satisfactory manner provided, however, Declarant, in its sole discretion may elect, but shall not be obligated, to Maintain such Common Elements in such manner as Declarant deems reasonable prior to its conveyance of such Common Element(s) to the Association.

The conveyance or transfer of Common Elements shall be by a general warranty deed in a completed and well-maintained condition. Subject to any rights it may have under the Act, the Association shall be deemed to have assumed and agreed to pay all continuing obligations and services and similar contracts relating to the ownership, maintenance and operation of the Common Element and other obligations relating to the Common Element imposed herein.

Pursuant to rules and regulations from time to time promulgated by the Association, upon request and after such notice as the rules and regulations may require, the Association, in the sole discretion of the Executive Board of the Association ("Executive Board") or its designee, may allow a Member of the Association exclusive use of all or certain portions of any Common Elements for private events for a period not to exceed twenty four (24) hours and upon such terms and conditions as the Executive Board may determine. Such rules and regulations may require that fees and/or deposits be paid to the Association in connection with such exclusive private use. Any damage to the Common Elements or any improvements located thereon during any such private event and any liability incurred by the Association as a result thereof not covered by insurance maintained by the Association (including any deductible) shall be the personal obligation of the Member or Members

(joint and several) reserving the Common Elements and if not paid within thirty (30) days of written demand therefor shall be subject to collection by the Association in accordance with the provisions of Article V hereof.

Section 2.2 Rules and Regulations.

The Executive Board may establish reasonable rules and regulations concerning the use of the Common Elements and improvements located thereon, or any portion of the Properties, including, without limitation, the CBUs. The Association may impose reasonable monetary fines and other sanctions for the violation of established rules and regulations and for the violation of any of the covenants and conditions contained in this Declaration, which monetary fines and sanctions shall be assessed and collected pursuant to the provisions of Articles V and XIII hereof. Copies of such rules and regulations and the amendments thereto shall be furnished by the Association to all Owners prior to the effective date thereof. All such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents until and unless such regulation, rule or requirement shall be specifically overruled, canceled, or modified by the Executive Board at a meeting duly called for such purpose; provided, however, during the Declarant Control Period, Declarant must also consent to such action.

Section 2.3 Owners Easements of Enjoyment of Common Elements.

Every Owner shall have a right and easement of enjoyment in and to, and access over, the Common Elements which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the easements herein reserved by Declarant or created in favor of the Association, including, without limitation, the easements set forth in Article X hereof;

(b) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any facility situated upon the Common Elements;

(c) the right of the Association to suspend the voting rights by the Owner(s) of any Lot for any period during which any assessment against such Lot remains unpaid and for any period during which such Lot or any Owner or occupant thereof is in violation of the terms of this Declaration or the published rules and regulations of the Association and for a period not to exceed sixty (60) days after any such violation;

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

(e) the right of the Association, pursuant to Section 47F-3-112 of the Planned Community Act and with the consent of the Owners entitled to cast at least eighty percent (80%) of the votes of the Association, to dedicate or transfer fee title to all or any part of the Common Elements for such purposes and subject to such conditions as may be agreed to by the Owners consenting to such dedication or transfer; provided, however, during the Declarant Control Period, Declarant must also consent to such action and, further provided that no such dedication or transfer shall interfere with or obstruct utility service to, or ingress, egress and regress to or from, the Lots or any remaining Common Elements or cause any Lot or any remaining Common Elements to fail to comply with applicable laws, regulations or ordinances;

(f) the right of the Association to impose rules and regulations for the use and enjoyment of the Common Elements and improvements thereon, which regulations may further restrict the use of the Common Elements, and specifically including the right to make permanent and temporary assignments of parking spaces and to establish rules and regulations concerning parking and vehicular traffic flow on and along the streets and roadways within or abutting the Properties which rules and regulations may restrict or prohibit on street parking and may be enforced by towing at the expense of the vehicle's owner, by reasonable fine levied against the vehicle's owner and/or any Owner of a Lot to which such violation reasonably may be attributed, or by any other reasonable method of enforcement established by the Executive Board;

(g) the right of the Association to borrow money for the purpose of improving the Common Elements and facilities thereon and, with the assent of the Owners entitled to cast at least eighty percent (80%) of the votes of the Association, mortgage, pledge, deed in trust, or hypothecate any or all the Common Elements as security for money borrowed or debts incurred (any such mortgage shall be effective if it is executed on behalf of the Association by its duly authorized officers and recites that the requisite consent of Owners has been obtained and documented in the Minute Book of the Association); provided, however, during the Declarant Control Period, Declarant must also consent to such action, and further provided that no such mortgage, encumbrance or hypothecation or foreclosure of the lien thereby created shall interfere with or obstruct utility service to, or ingress, egress and regress to or from, the Lots or any remaining Common Elements or cause any Lot or any remaining Common Elements to fail to comply with applicable laws, regulations or ordinances; and

(h) the right of the Association to convey to Declarant portions of the Common Elements for the purpose of correcting erroneous conveyances of Common Elements or eliminating unintentional encroachments of dwellings or other improvements onto portions of the Common Elements or for the purpose of enhancing the utility of the Common Elements to be retained by the Association; provided, however, no such conveyance shall interfere with or obstruct utility service to, or ingress, egress and regress to or from, the Lots or any remaining Common Elements or cause any Lot or any remaining Common Elements to fail to

comply with applicable laws, regulations or ordinances.

Section 2.4 Delegation of Use.

Any Owner may delegate, in accordance with the Bylaws, such Owner's rights of enjoyment of the Common Elements and facilities to the members of such Owner's family, tenants or contract purchasers who reside on the Lot of such Owner.

Section 2.5 Leases of Lots.

Any Lease Agreement between an Owner and a lessee for the lease of such Owner's Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the terms of the lease. All leases of Lots shall be in writing and shall have a term of not less than twelve (12) months.

ARTICLE III

OBLIGATIONS REGARDING STORMWATER CONTROL FACILITIES

Section 3.1 Stormwater Control Facilities.

The Properties include certain Stormwater Control Facilities, the maintenance of which is the perpetual responsibility of the Association. The Association shall Maintain and operate the Stormwater Control Facilities so as to preserve and continue its function in controlling stormwater quality and quantity at the degree or amount of function for which the Stormwater Control Facilities were designed. Stormwater Control Facilities must be Maintained by the Association in accordance with all requirements of the Appropriate Local Governmental Authority. Nothing in the remaining provisions of this Declaration or any subsequent modifications of this Declaration may reduce the Association's or Lot Owner's obligations with regard to the Stormwater Control Facilities. Such additional provisions may increase the obligations or provide for additional enforcement options.

Section 3.2 Stormwater Control Facilities to Remain with Association; Lot Owners' Liability.

To the extent not prohibited by law, Declarant shall convey to the Association, and the Association shall accept, the Stormwater Control Facilities and all permits and governmental approvals related thereto, and the Stormwater Control Facilities shall remain the property of the Association and may not be conveyed by the Association. In the event the Association ceases to exist or is unable to or fails to perform its obligations under this Declaration, all Owners shall be jointly and severally liable to fulfill the Association's obligations to Maintain the Stormwater Control Facilities as required by this Declaration and the Appropriate Local Governmental Authority. Such Lot Owners shall have the right of contribution from other Owners with each Lot's pro rata share being calculated as Lot Owners' proportional obligations are otherwise defined in this Declaration.

## ARTICLE IV

### MEMBERSHIP AND VOTING RIGHTS

#### Section 4.1 Membership.

Every person or entity who or which is a record Owner of a fee or undivided fee interest in any Lot which is subject to assessment by the Association, and each Declarant, shall be a voting Member of the Association. The foregoing is not intended to include persons or entities who or which hold an interest in a Lot merely as security for the performance of an obligation. Such membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Except as otherwise provided in Section 4.2 below, on all matters on which the membership shall be entitled to vote, the Member(s) owning each Lot shall be entitled to one (1) vote allocated to such Lot. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

#### Section 4.2 Classes of Membership.

The Association shall have two classes of voting membership:

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

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

- (a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; however, the Class B membership shall be reinstated if thereafter, and before the time stated in subparagraph (b) below, the Master Plan is amended to add additional lots developed or to be developed as a part of Flora Farms sufficient to give the Class B membership a total number of votes (with the Class B membership entitled to ten (10) votes for each lot shown on the Master Plan as developed or to

be developed as a part of Flora Farms which has not been conveyed by Declarant to a Class A Member) greater than those of the Class A membership; or,

- (b) Twenty-five (25) years from the date this Declaration is recorded in the Registry.

Section 4.3 Declarant Right to Representation on the Executive Board of the Association.

During the Declarant Control Period: (a) Declarant shall have the right to designate and select all of the members of the Executive Board and appoint all officers of the Association; and (b) Declarant shall have the right to remove any person or persons selected by it to act and serve on the Executive Board and to replace such person or persons with another person or other persons to act and serve in the place of any member or members of the Executive Board so removed for the remainder of the unexpired term of any member or members of the Executive Board so removed. Any Executive Board member designated and selected by Declarant need not be a resident of the Properties. Following the expiration of Declarant Control Period, the Executive Board shall consist of five (5) members. Except as otherwise provided in the Bylaws with respect to filling of vacancies, any members of the Executive Board which Declarant is not entitled to designate or select shall be elected by the Members of the Association.

Section 4.4 Management of the Association.

The Association shall have the power to hire a management company to operate the day to day affairs of the Association, and the fees, costs and expenses of the management company shall be a common expense and included in the assessments. During the Declarant Control Period, the Declarant shall have the authority to hire a management company on behalf of the Association.

ARTICLE V

COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments.

Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for any Lot, whether or not it shall be so expressed in such Owner's deed, is deemed to covenant and agree to pay: (a) to the Association: (i) annual and other assessments and charges provided for herein, together with interest, and late fees, costs and reasonable attorneys' fees; (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (b) to the appropriate governmental taxing authority: (i) a pro rata share of any ad valorem taxes levied against the Common Elements; and (ii) a pro rata share of any assessments for public improvements to or for the benefit of the Common Elements, or Stormwater Control Facilities, if the Association shall default in the payment of them for a period of six (6) months. Declarant shall not be

obligated to pay any annual or special assessments (collectively, "Assessments"). In lieu of any obligation to pay Assessments, during the Declarant Control Period, Declarant may pay funds to the Association in the amount of any operating deficit not later than thirty (30) days following the end of the calendar year in which the operating deficit occurred. All Assessments and charges provided for herein, together with interest, and late fees, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made when a claim of lien is filed of record in the Office of the Clerk of Superior Court of Currituck County, North Carolina. Each such Assessment and charge, together with interest, any late fees, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them. Notwithstanding the foregoing, Declarant or its predecessors or affiliates may exempt any Builder for all or any portion of any of the above assessments and charges in its contract with such Builder or otherwise.

## Section 5.2 Purpose of Assessments.

(a) The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Properties and Owners in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Elements or the Lots, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision; the payment of any taxes and assessments assessed against the Common Elements; the payment of any assessments assessed against the Common Elements and any improvements thereupon; the maintenance of open spaces and private streets located within the Common Elements which have not been accepted for maintenance by a public authority, road medians and islands (including medians and islands located in any dedicated rights of way within the Properties), any drives and parking areas within the Common Elements; the procurement and maintenance of insurance in accordance with the Bylaws; the maintenance of any Stormwater Control Facilities located within the Common Elements; the maintenance and repair of the sanitary sewer lines located within the Common Elements that are not Maintained by a public authority; the performance of any other maintenance or repair obligation of the Association under this Declaration; the erection, maintenance and repair of signs, entranceways, landscaping, landscape buffers, retaining walls and lighting within easements provided therefor or in the Common Elements; the cost of operating, Maintaining and repairing any street or signage lights erected by the Association or Declarant in the rights-of-way of streets (whether public or private) or in any other easement provided therefor within the Properties; the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Elements; certain maintenance of that portion of yards of any Lots lying within a landscaping or sign easement; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital



improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise. Notwithstanding the foregoing, Assessments shall not be used to reimburse the Declarant for any cost to acquire or develop the Properties or to reimburse the Declarant for its development obligations.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Lots, Common Elements and those other portions of the Properties which the Association may be obligated to Maintain. Such reserve fund is to be established out of regular assessments for common expenses.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the Bylaws of the Association. As monies for any assessment are paid to the Association by any Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the Members of the Association, no Member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer such Owner's membership interest therein, except as an appurtenance to such Owner's Lot. When any Owner shall cease to be a Member of the Association by reason of such Owner's divestment of ownership of such Owner's Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

### Section 5.3 Adoption of Budgets and Fixing of Annual Assessments.

At least thirty (30) days in advance of each annual assessment period, the Executive Board shall establish annual budgets and fix the amounts of the annual assessments in advance for the following year. Within thirty (30) days of the adoption of any such budget, the Executive Board shall provide to all of the Owners a summary of such budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Executive Board shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than ten (10) days and not more than sixty (60) days after mailing of the summary and notice. There shall be no requirement that a quorum be present at such meeting. The budget is ratified unless at that meeting the Owners of a majority of the Lots reject the budget. In the event the proposed budget is rejected, the budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board.

Section 5.4 Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Members entitled to cast at least two thirds (2/3) of the Class A and Class B Members who are voting, in person or by proxy, at a meeting duly called for this purpose. Notwithstanding anything herein to the contrary, during Declarant Control Period, Declarant must also consent to any special assessment.

Section 5.5 Notice and Quorum for any Action Authorized under Sections 5.3 and 5.4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.3 or 5.4 of this Article shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast ten percent (10%) of all the votes of the Class A and Class B Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. The required quorum shall continue to be reduced by fifty percent (50%) at subsequent meetings until a quorum is present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.6 Rates of Annual Assessments.

Except for Lots owned by Declarant and other Owners exempt from Assessments, both annual and special Assessments must be fixed at a uniform rate for all Lots and may be collected on any basis determined by the Executive Board. The Declarant may elect, in its absolute discretion, to pay assessments on Lots owned by it and to loan to the Association a sum equal to the difference between the gross assessments received by the Association from Declarant and all Class A members and the total expenses incurred by the Association with respect to its obligations hereunder (so as to make up the deficit between revenues and expenses in the annual budget of the Association).

Section 5.7 Date and Commencement of Annual Assessments: Due Dates.

Except as to Owners exempt from Assessments, the annual assessments provided for herein shall commence as to a Lot on the first day of the calendar month following the date such Lot is conveyed to an Owner other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates shall be established by the Executive Board may be payable in monthly, quarterly, semi-annual or annual installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 5.8 Working Capital Assessments.

In addition to the annual assessments authorized above, at the time of the closing of the first sale of each Lot containing a completed residence to a purchaser other than Declarant or Builder, the purchaser(s) thereof shall pay to the Association the amount of \$1,000.00 for such Lot (the "Working Capital Assessment"). The Executive Board shall have the right, in its sole discretion, to increase the amount of the Working Capital Assessment from time-to-time. Such amount shall not be payable on subsequent sales of such Lot. Such funds shall be used by the Association to establish a Working Capital Fund, the purpose of which is to help insure that the Association will have sufficient monies available to meet its initial operational needs, unforeseen expenditures or long-term capital improvements and repairs to the Common Elements. No such payments made into the Working Capital Fund shall be considered advance or current payment of regular assessments. All monies paid into the Working Capital Fund shall be held and administered by the Association in accordance with the terms of this Declaration and the Bylaws of the Association.

Section 5.9 Budget Line Items for Stormwater Control Facilities.

The Assessments of the Association shall include amounts for upkeep and reconstruction of the Stormwater Control Facilities, and charges for these purposes shall be included in the assessments charged to Lots from the time that Lots are charged Assessments for other common purposes.

Section 5.10 Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate from time-to-time established by the Executive Board not to exceed eighteen percent (18%) per annum. In addition, the Association may charge a reasonable late fee, the amount of which shall be established from time to time by the Executive Board [but which shall not exceed the greater of Twenty and No/100 Dollars (\$20.00) per month or ten percent (10%) of any assessment unpaid], for assessments not paid within thirty (30) days after the due date. In addition, after notice and an opportunity to be heard, the Association may suspend privileges or services provided by the Association (except rights of access to Lots) during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of thirty (30) days or longer which suspension may continue without further hearing until the delinquency is cured. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner that real estate deeds of trust and mortgages may be foreclosed under power of sale under Article 2A of Chapter 45 of the North Carolina General Statutes, and in any suit for the foreclosure of such lien, the Association shall be entitled to interest, any late fees, costs and reasonable attorneys' fees, subject to the limitations set forth in this paragraph. Notwithstanding any of the foregoing, the Association may not foreclose an assessment lien under power of sale if the debt securing the lien consists solely of fines imposed by the Association, interest on unpaid fines, or attorneys' fees incurred by the Association solely associated with fines imposed by the Association, but such a lien may be enforced by judicial foreclosure as provided in Article 29A of Chapter 1 of the North Carolina General Statutes. An Owner may not be required to pay attorneys' fees and court costs until the Owner is notified in writing of the Association's intent to seek payment of attorneys' fees and court costs. The notice must

be sent by first-class mail to the property address and, if different, the mailing address for the Owner in the Association's records. The notice shall (i) set out the outstanding balance due as of the date of the notice, (ii) state that the Owner has fifteen (15) days from the mailing of the notice to pay the outstanding balance without the attorneys' fees and court costs, and (iii) inform the Owner of the opportunity to contact a representative of the Association to discuss a payment schedule for the outstanding balance and provide the Owner the name and telephone number of such representative. If the Owner pays the outstanding balance within this period, then the Owner shall have no obligation to pay the attorneys' fees and court costs. If the Owner does not contest the collection of debt and enforcement of a lien after the expiration of the fifteen (15) day period, then reasonable attorneys' fees shall not exceed One Thousand Two Hundred Dollars (\$1,200), or such higher amount as may be allowed pursuant to Section 47F-3-116(f)(12) of the Planned Community Act. not including costs or expenses incurred. The collection of debt and enforcement of a lien remains uncontested as long as the Owner does not dispute, contest, or raise any objection, defense, offset or counterclaims as to the amount or validity of the debt and lien asserted or the Association's right to collect the debt and enforce the lien. The attorneys' fee limitation shall not apply to judicial foreclosures. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Elements or abandonment of such Owner's Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein.

Section 5.11 Effect of Default in Payment of Ad Valorem Taxes or Assessments for Stormwater Control Facilities or Other Public Improvements by Association.

Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Elements or assessments for Stormwater Control Facilities or public improvements to the Common Elements, each Owner subject to Assessments shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Owners subject to Assessments. If such sum is not paid by any such Owner within thirty (30) days following receipt of notice to the Owner of the amount due, then such sum, upon appropriate action by the taxing or assessing governmental authority as herein provided, shall become a continuing lien on the Lot of the then Owner, such Owner's heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner as provided herein.

Section 5.12 Priority of Lien.

The lien herein granted unto the Association shall be enforceable from and after the time of recording a claim of lien in the Office of the Clerk of Superior Court of Currituck County, North Carolina, in the manner provided herein, which claim shall state the description of the Lot encumbered thereby, the name of the record Owner(s), the amount due and the date when due and the name and address of the Association. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums

secured by such claim of lien, it shall be satisfied of record.

Section 5.13 Exempt Property.

All property dedicated to, and accepted by, a public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the Assessments created herein. In addition, Declarant or its predecessors or affiliates may exempt any Builder for all or any portion of any of the Assessments and charges in its contract with such Builder or otherwise agreed to in writing by such parties. Except as expressly provided herein, no other land or improvements devoted to dwelling use shall be exempt from such Assessments.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1 Improvements.

No improvements, alteration, repair, change in paint or siding color, excavation, change in grade, planting, landscaping, exterior decoration (including, without limitation, yard ornaments, figurines, statues, bird baths, houses and feeders, and similar items), or other work which in any way alters the exterior of any Lot or the improvements located thereon from their natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to an Owner other than Declarant, shall be commenced, erected or maintained upon any Lot and no building, fence wall, residence or other structure shall be commenced, erected, maintained, improved, or altered on any Lot, or removed (all or any of the foregoing hereinafter referred to as a "Modification"), from any Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Executive Board or by an architectural committee composed of three (3) or more representatives appointed by the Executive Board ("Architectural Control Committee"). Notwithstanding the foregoing, landscaping improvements within any Lot consisting of plant materials native to the area and commonly used in residential landscaping which do not interfere with the sight lines of motorists at intersections of the streets and/or driveways located within the Properties shall not require approval by the Executive Board or the Architectural Control Committee. In addition, temporary seasonal exterior decorations shall not require the prior approval of the Executive Board or the Architectural Control Committee, but if any such decorations are determined, in the sole discretion of the Executive Board or the Architectural Control Committee, to be distasteful or otherwise disruptive of the aesthetics or visual harmony of the community, the Executive Board or the Architectural Control Committee may require that such decorations promptly and permanently be removed. Any seasonal exterior decorations shall be removed within thirty (30) days after the end of the holiday or season for which made. In the event that an Owner neglects or fails to remove any such decorations at the request of the Executive Board or the Architectural Control Committee, the Association may provide such removal. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access

over and upon each Lot at all reasonable times for such purpose and the cost of such removal shall be added to and become a part of the assessment to which such Lot is subject. Notwithstanding the foregoing, nothing herein contained shall prevent or interfere with the right of Declarant to improve and develop the Properties, including the Lots, as Declarant chooses, so long as the development follows the general plan of development of the Properties from time to time approved by the Appropriate Local Governmental Authority. Accordingly, nothing herein shall require that Declarant seek or obtain the approval of the Executive Board or the Architectural Control Committee for improvements erected on the Properties by or at the direction of Declarant. In addition, for so long as Declarant owns any Lot or has the right to annex any Additional Property pursuant to Section 13.4(b), Article XIII hereof, Declarant may approve any plans and specifications rejected by the Executive Board or the Architectural Control Committee for the construction or alteration of improvements on any Lot provided the construction or alteration approved by Declarant comport with the general plan of development of the Properties from time to time approved by the Appropriate Local Governmental Authority. Such approval by Declarant shall operate and have the same effect as approval by the Executive Board or the Architectural Control Committee. No approval obtained pursuant to this Section shall constitute a representation on the part of the party(ies) issuing approval that the proposed Modification complies with any municipal building codes or other governmental requirements. Compliance with such requirements shall be the sole responsibility of the Owner making the proposed modification.

Section 6.2    Procedures.

(a)    Any person desiring to make any improvement, alteration or change described in Section 6.1 above shall submit the plans and specifications therefor, showing the nature, kind, shape, height, materials and location of the same, to the Executive Board or the Architectural Control Committee which shall evaluate such plans and specification in light of the purposes of this Article. The Executive Board or the Architectural Control Committee shall have a period of thirty (30) days from receipt of a request for approval of plans and specifications within which to approve or disapprove them. In the event of disapproval, reasons shall be provided in writing for such disapproval.

(b)    Upon approval by the Executive Board or the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Executive Board or the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot of any plans and specifications shall not be deemed a waiver of the Executive Board's or the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter, provided that there has been

adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval. As a condition to the granting of approval of any request made under this Article, the Association may require that the Owner(s) requesting such change be liable for any cost of Maintaining, repairing and insuring the approved alteration. If such condition is imposed, the Owner(s) shall evidence consent thereto by a written document in recordable form satisfactory to the Association. Thereafter, the Owner(s), and any subsequent Owner(s) of the Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, are deemed to covenant and agree that the cost of Maintaining, repairing and insuring such alteration shall be a part of the annual assessment or charge set forth herein, and subject to the lien rights described herein.

(c) Neither Declarant, nor any other member of the Executive Board or Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specification approved by them, nor for any structural defects in any work done according to such plans and specifications. Further, neither Declarant, nor any member of the Executive Board or Architectural Control Committee, shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specification or the exercise of any other power or right provided for in this Declaration nor for any approvals or permits requested from any governmental or other entity. Every person who submits plans or specifications for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that such Owner will not bring any action or suit against Declarant, or any Member of the Executive Board or Architectural Control Committee, to recover any such damage.

### Section 6.3 Builder Exemption.

Notwithstanding the foregoing, as to any Builder, Declarant or its predecessors or affiliates may provide, in a contract with the Builder or otherwise, blanket exemption from the provisions of this Article or blanket approval of construction activities, site plans, general housing styles or finishes which may then be constructed or performed on any Lot without the need for additional written approvals of, or the submission of, specifications, exterior color and finish, landscape plan, site development or any other matter otherwise required for submission or payment of any fees to the Architectural Review Committee or the Association. Once granted, such blanket approval shall be irrevocable and binding on the Architectural Review Committee and Association as to any Lots owned by Builder or subject to any contract to purchase or option to purchase of Builder. Once blanket approval is granted, a Builder shall not be obligated to provide any further submittals nor obtain any other approvals from, or pay any fees to, the Association, Declarant, Executive Board or Architectural Review Committee.

## ARTICLE VII

### EXTERIOR MAINTENANCE

#### Section 7.1 Common Elements Maintenance.

The Association shall Maintain the Common Elements in a state of good condition and repair. Without limiting the foregoing, the Association shall Maintain any private streets, retaining walls, private utility facilities, lake and any retention or detention ponds, rip rap and other drainage or erosion control devices located on the Common Elements. In the event the Association is dissolved or otherwise defaults on its obligation to Maintain any such drainage or erosion control device, Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay a pro rata share of the cost of the maintenance of such pond or erosion control device.

To the extent that the Association has any duty to plow snow, each Owner acknowledges, understands and agrees on behalf of the Owner, the Owner's heirs, successors and assigns and any visitors of Owner, and all occupants, that the Association's responsibility to plow snow shall not be construed as an assumption of the obligation to remove all snow. The Association, in its sole discretion, shall determine the need for snow plowing. The Association shall have no responsibility to remove ice except on any hard-surfaced areas of any Common Elements. Each Owner and occupant shall report any unnatural accumulations of snow to the Association in writing including email. The Association, its directors, agents, contractors and assigns, shall not be liable for any injury caused as a result of snow or ice, unless in breach of the duty as set forth herein. All Owners, occupants and visitors assume all risk of using sidewalks, roads and Common Elements after snowfall or ice accumulation has occurred and shall indemnify and hold the Association harmless from and against any injuries or damages related to the same.

#### Section 7.2 Exterior Maintenance to be Performed by Owners.

Each Owner shall be responsible for the exterior maintenance of such Owner's dwelling and Lot and accessory buildings located on the Lot, such as detached garages, sheds and pools, including, without limitation, the following: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces, lawn, trees, shrubs, landscaping, driveways, steps, walks and other exterior improvements. Each Owner shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all utility lines, fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to such Owner's Lot which are not publicly Maintained.

In the event that an Owner neglects or fails to Maintain such Owner's improved Lot and/or the exterior of such Owner's dwelling or accessory buildings in a manner consistent with other improved Lots and dwellings or accessory buildings within the Properties or fails to Maintain such Owner's improved Lot in a safe condition and free of debris, the



Association may provide such exterior maintenance; provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance. The determination as to whether an Owner has neglected or failed to Maintain such Owner's Lot and/or dwelling in a manner consistent with other Lots and dwellings within the Properties shall be made by the Executive Board of the Association, in its sole discretion. In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Section 7.3 Easement to Perform Exterior Maintenance.

In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

ARTICLE VIII

RESTRICTIONS

Section 8.1 Land Use and Building Type.

No Lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached, single-family dwelling not to exceed two and one half stories in height, an optional attached private garage for not more than three (3) cars, and one (1) permanent accessory building incidental to the residential use of the Lot. Any such accessory building is subject to review by the Architectural Control Committee as required in Article VI. The garage space attached to the dwelling is not to be considered living space and is to be utilized as non-habitable space only. No Owner or other occupant of the dwelling shall reside in such garage space. Notwithstanding the foregoing, Declarant and Builders shall have the right to maintain (i) one or more sales offices and one or more model homes in dwellings located on Lots owned or leased by such Declarant or Builder for the promotion and sales of Lots and dwellings within the Properties or Additional Property, and (ii) one or more temporary trailers and other temporary structures on any Lot owned by such Declarant or Builder or on the Common Elements to facilitate the construction of improvements within the Properties or Additional Property.

Section 8.2 Driveways.

Paved or concrete driveways are required for each dwelling.

Section 8.3 Motor Vehicles.

No boat, marine craft, hovercraft, aircraft, trailer, camper, truck with greater than three ton payload or motorized van used for commercial purposes (as distinguished from a van used as a passenger car) shall be parked within the right of way of any public or private

street adjacent to any Lot or on any Lot, except that any of the above may be parked completely inside a garage. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance, or repair of a residence in the immediate vicinity of the parking area. No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, and pick-up trucks with less than three-ton payload that are in operable condition and have current license plates and inspection stickers. No inoperative motor vehicle may be parked or stored on any Lot or any public or private street or other area within the Properties for a period in excess of forty eight (48) hours. No motor vehicle of any sort may be parked in yards or on sidewalks for any period of time. Recreational vehicles such as all-terrain vehicles (ATVs), four-wheelers, side-by-sides, and motorcycles (except those registered for operation on public streets) may not be operated within the Properties. The Association may adopt, at any time, further rules and regulations relating and pertaining to the parking of vehicles. This Section 8.3 shall not apply to Declarant or any Builder.

#### Section 8.4 Keeping of Animals.

No animals, livestock or poultry of any kind shall be kept or maintained on the Common Elements or on any Lot or in any dwelling except not more than a total of two (2) dogs, cats or other household pets per Lot which may be kept or maintained, provided that they are not kept or maintained for commercial purposes, and further provided that they are kept and maintained in compliance with (i) all laws and ordinances of the State of North Carolina and Appropriate Local Governmental Authorities relating thereto, and (ii) such rules and regulations pertaining thereto as the Executive Board may adopt from time to time.

#### Section 8.5 Nuisances.

No noxious or offensive activity shall be conducted upon any Lot or the Common Elements nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No activities will be engaged in by any Owner that would negatively impact the sales and marketing of Properties by Declarant and Builders. In the event that any Owner or any other person conducts obnoxious or offensive activity upon any Lot of the Common Elements, or does anything thereon which may be or may become an annoyance or nuisance to the neighborhood, a written complaint can be filed by a Lot Owner with the Association. If, after investigation, the complaint is deemed legitimate by the Association, the Association will make a written request to the Owner of the Lot upon which the activity is being conducted that the obnoxious or offensive activity be stopped immediately. If the activity continues for two days after this written notice is issued by the Association, any complaining Lot Owner can pursue judicial relief against the offending Lot Owner or the offending person. All Lot Owners expressly waive any claims against Declarant related to any obnoxious or offensive activity conducted upon any Lot or relating to anything done upon any Lot which may be or may become an annoyance or nuisance to the neighborhood, except to the extent that the alleged obnoxious or offensive activity is conducted by Declarant or Declarant's agent. No Lot or other area within Properties shall be used as a dumping ground for rubbish or as a site for the accumulation of unsightly materials of any kind, including, without limitation, broken or rusty equipment and

discarded appliances and furniture. No outdoor clotheslines shall be permitted. No sign shall be placed or allowed to remain on any Lot except for: (i) one (1) "For Sale" sign, (ii) one other temporary sign to advertise a yard sale or other temporary activity on the Lot and such other temporary sign shall not be permitted to remain on any Lot for more than seventy two (72) consecutive hours; and (iii) not more than two (2) "political signs" per Lot as defined in 47F-3-121 of the Planned Community Act, the maximum dimensions of any such sign shall not exceed 24 inches by 24 inches. Political signs may not be displayed on a Lot earlier than 45 days before the applicable election and must be removed not later than 7 days after the election day. No sign deemed by the Association, the Architectural Committee or Declarant to be a nuisance or a detriment to the Properties or the Additional Property shall be permitted to be erected or to remain on any Lot. Notwithstanding the foregoing, Declarant and Builders shall have the right to erect and maintain signs within the Common Elements or on any Lot owned or leased by such Declarant or Builder for the purpose of advertising and promoting the sale of such lots.

#### Section 8.6 Outside Antennas and Solar Panels.

No exterior antenna satellite dishes or similar equipment shall be installed on any Lot, Common Element or improvement thereon, unless such antennae, satellite dishes and similar equipment are approved by the Architectural Review Committee and conform to the conditions and requirements imposed pursuant to Article VI. Such conditions and restrictions shall be reasonable, and approval shall not be unreasonably denied or delayed. No radio or shortwave broadcasting operations of any kind shall be permitted to operate on any Common Elements or any Lot. The Declarant may erect an antenna or a master antenna or a cable television antenna for the use of all the Owners, and Declarant grants and hereby reserves easements for such purposes. Notwithstanding the foregoing, to facilitate compliance with The Telecommunications Act of 1996, the following provisions apply to installation of DBS, MDS, ITFS, and LMDC dishes less than one (1) meter in diameter, and TVBS antennas: (a) no payment of any fee shall be required as a condition of installation; and (b) any installation must be placed on the Lot in a location which is not visible from any street, unless such placement would: (i) unreasonably delay or prevent installation, maintenance or use; (ii) unreasonably increase the cost of installation, maintenance or use; or (iii) preclude reception of an acceptable quality signal. No solar panels or other equipment shall be installed on a Lot that, after installation, are visible by a person on the ground: (1) on the facade of a structure that faces areas open to common or public access; (2) on a roof surface that slopes downward toward the same areas open to common or public access that the facade of the structure faces; or (3) within the area set off by a line running across the facade of the structure extending to the property boundaries on either side of the facade, and those areas of common or public access faced by the structure

#### Section 8.7 Mobile Homes, Manufactured Homes, Etc.

No mobile home, manufactured home, modular home, trailer, or other like structure shall be located or installed on any Lot. As used in this Section, mobile home, manufactured home or modular home shall mean a structure, assembled in whole or in part in a location other than on the Lot itself, transportable in one or more sections, any section of which, during transport, is four feet (4') or more in width and ten feet (10') or more in length,

which may or may not be built on a permanent chassis and which is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities. Notwithstanding the foregoing, Declarant, Builders or contractors may maintain temporary improvements (such as a sales office and/or construction trailer) on any Lot during the Declarant Control Period.

Section 8.8 Fences.

Construction of fences, walls and other enclosures on Lots shall be subject to review by the Architectural Control Committee as required in Article VI of this Declaration. Except for fences used by Declarant or Builders (*e.g.*, silt fences for construction), no fence on any Lot shall be permitted to extend nearer to any front street than the midpoint of the side of the residence located on that Lot; and no portion of any fence erected on any Lot may exceed six (6) feet in height. In no event shall a fence or other enclosure extend (i) into any easement, drainage swale, or any area in which the grade change is more than one foot over a distance of ten (10) feet in any direction, or (ii) beyond a Lot into the dedicated Common Elements. Chain link fences are not permitted. Notwithstanding the foregoing, Declarant, its successors and assigns, and the Association shall have the right to erect chain link fences and any other type of fences and enclosures within the Common Elements without the approval of the Architectural Control Committee, and such fences and other enclosures shall become a part of the Common Elements to be Maintained by the Association.

Section 8.9 Miscellaneous.

(a) Patio and deck areas are to be kept neat with only patio furniture, outdoor grills and/or house plants located thereon.

(b) No additions, including without limitation ornaments, edging material, sports equipment or play equipment, are allowed within the Common Elements except as provided by Declarant.

ARTICLE IX

SPECIALIZED MULTIPLE MAILBOX INSTALLATIONS

There will be provided on the Properties specialized multiple mailbox installations ("CBUs") consisting of clusters of locked boxes serving multiple postal patrons and mounted on pedestals for framework meeting United States Postal Service requirements. The CBUs will be located within the Common Elements. The CBUs will meet requirements of the United States Postal Service and the North Carolina Department of Transportation, or the Appropriate Local Governmental Authority. The CBUs, and the area in which they are located, including any parking areas, will be Common Elements, will be Maintained by the Association, and shall be subject to such rules and regulations relating to the use thereof as from time to time shall be promulgated by the Association. Use of the CBUs also shall be subject to the rules and regulations of the United States Postal Service related to CBUs.

## ARTICLE X

### EASEMENTS

#### Section 10.1 Utilities.

Easements for installation and maintenance of utilities (including cable television service) and Stormwater Control Facilities and other drainage facilities are reserved as indicated on recorded plats of the Properties. In addition, Declarant reserves, for itself and the Association, additional easements and rights-of-way for the installation and maintenance of utilities (including cable television service) and drainage facilities over the rear TEN (10) feet of all Lots and over each side FIVE (5) feet of all Lots. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of the Appropriate Governmental Authority (and any other person or firm providing services to the Properties under agreement with or at the direction of the Association) over all Common Elements as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage. The Association shall have the power and authority to grant and establish upon, over and across the Common Elements such additional easements as are necessary or desirable for the providing of service or utilities to the Common Elements or Lots.

#### Section 10.2 Signs.

Declarant hereby grants, gives and conveys to the Association a perpetual, non-exclusive easement over any portions of the Lots designated as "sign easements" on plats of the Properties, now or hereafter recorded, to erect, Maintain, replace and repair subdivision signs and landscaping and/or lighting surrounding the same and all such easements shall be part of the Common Elements. The Association shall Maintain all subdivision signs and landscaping and lighting surrounding the same now or hereafter erected within the Common Elements. The costs of all such maintenance, repair and replacement of such signs, landscaping and lighting shall be part of the common expenses of the Association, payable by the Owners as set out in Article V hereof. Further, Declarant (during the Declarant Control Period) and Builders shall have (i) the right to erect within the Common Elements additional subdivision signs and landscaping and lighting surrounding the same to be Maintained by the Association as herein provided and (ii) the right to erect within the Common Elements signs advertising the sale and promotion of Lots or any portion of the Additional Property.

#### Section 10.3 Emergency Access Easement.

A non-exclusive, perpetual right of access over all Lots and Common Elements (including private streets, if any) on the Property is established for the benefit of governmental entities for installing, removing and reading utility meters, Maintaining and

replacing utility facilities and lines, and acting for other purposes consistent with public safety and welfare, including law enforcement, fire protection, animal control, emergency services, garbage collection and public or private mail and package delivery. In order to conform to Section R310 of the North Carolina Residential Code, each owner, guest and law enforcement, fire and safety personnel, shall have a permanent and perpetual right of way and easement over any Emergency Escape and Rescue Easement Area for ingress and egress to access the public right of way for emergency purposes.

Section 10.4 Easements Reserved by Declarant.

Declarant hereby reserves such easements on, across and over the Common Elements and Lots as shall be reasonably necessary for (i) the exercise by Declarant of any right herein reserved, including, without limitation, the right to make any improvements to the Common Elements, and the exercise of Declarant's rights, should Declarant elect, to annex the Additional Property, as hereinafter defined and (ii) the development by Declarant of the Additional Property, should Declarant elect not to annex the Additional Property, including without limitation, easements for ingress, egress and regress over private roads and streets now or hereafter erected on the Properties and easements for the use of all utility lines, fixtures and/or their connections located within the Common Elements for the purpose of providing water, light, power, natural gas, telephone, cable television, sewage and any other sanitary service to the Additional Property.

Section 10.5 Encroachments.

In the event that any improvements on a Lot shall encroach upon any Common Elements or upon any other Lot as a result of the initial improvements constructed by Declarant or for any reason not caused by the purposeful or negligent act of the Owner or agents of such Owner, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the Common Elements or other Lot for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Elements shall encroach upon any Lot, then an easement shall exist for the continuance of such encroachment of the Common Elements into any such Lot for so long as such encroachment shall naturally exist.

ARTICLE XI

RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS

Section 11.1 Entities Constituting Institutional Lenders.

"Institutional Lender" as the term is used herein shall mean and refer to banks, savings and loan associations, insurance companies or other firms or entities customarily affording loans secured by first liens on residences, and eligible insurers and governmental guarantors.

Section 11.2 Obligation of Association to Institutional Lenders.

So long as any Institutional Lender shall hold any first lien upon any Lot and shall have

given notice to the Association as set forth in Section 11.3 of this Article, or shall be the Owner of any Lot, such Institutional Lender shall have the following rights:

(a) To inspect the books and records of the Association during normal business hours and to be furnished with at least one (1) copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Executive Board of the Association, such financial statement or report to be furnished by April 15 of each calendar year.

(b) To be given notice by the Association of the call of any meeting of the Membership to be held for the purpose of considering any proposed amendment to this Declaration or the Articles of Incorporation or Bylaws of the Association or of any proposed abandonment or termination of the Association or the effectuation of any decision to terminate professional management of the Association and assume self- management by the Association.

(c) To receive notice of any condemnation or casualty loss affecting the Common Elements or any portion thereof.

(d) To be notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(e) To be given notice by the Association of any proposed alienation, release, transfer, hypothecation or other encumbrance of the Common Elements, other than those specific rights vested in the Association under Article II hereof.

(t) To be given notice of any delinquency in the payment of any assessment or charge (which delinquency remains uncured for a period of sixty (60) days) by any Owner owning a Lot encumbered by a mortgage held by the Institutional Lender, such notice to be given in writing and to be sent to the principal office of such Institutional Lender, or to the place which it may designate in writing.

### Section 11.3 Requirements of Institutional Lender.

Whenever any Institutional Lender desires to avail itself of the provisions of this Declaration, it shall furnish written notice thereof to the Association by certified mail at the address shown in the Articles of Incorporation identifying the Lot or Lots upon which any such Institutional Lender holds any first lien or identifying any Lot or Lots owned by such Institutional Lender and such notice shall designate the place to which notices, reports or information are to be given by the Association to such Institutional Lender.

## ARTICLE XII

### INSURANCE

#### Section 12.1 Insurance by Owners

Each Owner of a Lot other than a Builder shall maintain: (1) property insurance on its

Lot and dwelling insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, wind and hail, and flood; and the total amount of such insurance after application of any deductibles shall be not less than one hundred percent (100%) of the Restoration Costs of the insured property at the time the insurance is purchased and at each renewal date; (2) liability insurance in reasonable amounts, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Lot and improvements thereon; and (3) insurance insuring personal property, additional living expense, and any other coverage obtainable to the extent and in the amount such Owner deems necessary to protect his own interest. If the insurance described in this Subsection is not reasonably available, the Owner promptly shall cause notice of that fact to be hand delivered or sent by United States certified mail, return receipt requested, to the Association.

Insurance policies carried pursuant to the foregoing Subsection shall provide that: (1) the Association is an additional insured under the policy to the extent of the Association's insurable interest; (2) the insurer waives its right to subrogation under the policy against the Association; (3) no act or omission by the Association, unless acting within the scope of the Association's authority on behalf of the Owner, will preclude recovery under the policy; and (4) if, at the time of a loss under the policy, there is other insurance in the name of the Association covering the same risk covered by the policy, the Owner's policy provides primary insurance.

Any improvement on a Lot for which insurance is required under this Section which is damaged or destroyed shall be Restored promptly by the Owner of such Lot unless:

- (1) Restoration would be illegal under any State or local health or safety statute or ordinance;
- or
- (2) the Owners of all Lots so damaged or destroyed decide not to Restore by an eighty percent (80%) vote.

#### Section 12.2 Insurance by the Association

The Association shall obtain and maintain insurance coverage required by the Planned Community Act and, unless prohibited by the Planned Community Act, obtain and maintain insurance covering the following, the cost of which will be a Common Expense, as determined by the Executive Board:

(a) General liability insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements. The coverage amount for such insurance shall be required by the Board, but with a minimum combined single limit liability of not less than \$2,000,000 for each accident or occurrence.

(b) If the insurance described in this Section is not reasonably available,



the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Owners. The Association may carry any other insurance it deems appropriate to protect the Association or the Owners.

(c) Insurance policies carried pursuant to this Section shall provide that: (1) each Owner is an insured person under the policy to the extent of the Owner's insurable interest; (2) the insurer waives its right to subrogation under the policy against any Owner; (3) no act or omission by any Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will preclude recovery under the policy; and (4) if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(d) Any loss covered by the property policy under this Section shall be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any mortgagee. The insurance trustee or the Association shall hold any insurance proceeds in trust for Owners and lienholders as their interests may appear. The proceeds shall be disbursed first for the Restoration of the damaged property, and Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely Restored, or the Association is dissolved.

(e) An insurance policy issued to the Association does not prevent an Owner from obtaining insurance for the Owner's own benefit.

(t) An insurer that has issued an insurance policy under this Section shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Owner, mortgagee or beneficiary under a deed of trust. Such policy shall provide the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, and to each Owner, mortgagee or beneficiary under a deed of trust to whom certificates or memoranda of insurance have been issued at their respective last known addresses.

(g) Any portion of the Properties for which insurance is required under this Section which is damaged or destroyed shall be repaired or replaced promptly by the Association unless: (1) the Association has been dissolved; (2) repair or replacement would be illegal under any State or local health or safety statute or ordinance; or (3) the Members decide not to rebuild by an eighty percent (80%) vote. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If any portion of the Common Elements is not repaired or replaced: (1) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Properties; and (2) the remainder of the proceeds shall be distributed to all the Owners or lienholders, as their interests may appear, in proportion to the Common Expense liabilities of all Owners. Notwithstanding the

provisions of this subsection, 47F-2-118 of the Act governs the distribution of insurance proceeds if the Association is terminated.

### Section 12.3 Other Insurance to be maintained by the Association

To the extent reasonably available, the Association shall maintain fidelity coverage against dishonest acts by the Association's officers, employees and others who are responsible for handling funds of the Association. If the Association contracts with another Person to receive and disburse the monies of the Association, then such Person shall have adequate fidelity coverage against dishonest acts and the existence of such coverage shall satisfy the requirement of this paragraph. Any such fidelity coverage shall name the Association as an obligee, shall be written in such amount as the Board shall deem appropriate, and shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar term.

To the extent obtainable at reasonable cost, the Association shall maintain appropriate insurance to protect the Board and officers of the Association from personal liability arising in connection with their duties and responsibilities in such capacities on behalf of the Association.

The Association shall maintain workers compensation with respect to its employees, if any, as required by law. The Association may obtain insurance against such other risks as the Executive Board shall deem appropriate.

## ARTICLE XIII

### GENERAL PROVISIONS

#### Section 13.1 Enforcement.

The Owner(s) of each Lot shall be governed by and shall comply with the provisions of this Declaration, the Bylaws, and all rules and regulations of the Association adopted pursuant thereto, as any of the same are now constituted or as they may be amended from time to time. A default by any Owner shall entitle the Association or the Owner(s) of any of the other Lots to the following relief:

(a) The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the Bylaws, and all rules and regulations of the Association adopted pursuant thereto. Failure to comply with any of the terms of this Declaration or other restrictions and regulations contained in the Bylaws, or which may be adopted pursuant thereto, shall be grounds for relief including without limitation an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

(b) The Association, after notice to the Owner and a reasonable opportunity to be heard, shall have the right to assess reasonable fines against an Owner for violations of this Declaration, the Bylaws, or the published rules and regulations of the Association, by such Owner, or such Owner's family, guests, invitees and lessees in an amount not to exceed \$100.00 for each violation, and without further hearing, for each day more than five (5) days after the decision that the violation occurs. Such fines shall be deemed to be assessments as set forth in Article V of this Declaration and if not paid within thirty (30) days after notice and demand therefor, the Association shall be entitled to the remedies set forth in this Declaration for the enforcement and collection of delinquent assessments.

(c) The Association, after notice to the Owner and a reasonable opportunity to be heard, shall have the right to suspend privileges or services provided by the Association (except rights of access to Lots) for reasonable periods for violations of this Declaration, the Bylaws, or rules and regulations of the Association. If it is decided that a suspension of privileges or services provided by the Association should be imposed, the suspension may be continued without further hearing until the violation is cured.

(d) If an Owner is legally responsible for damage inflicted on any Common Elements, the Association may direct such Owner to repair such damage, or the Association may itself cause the repairs to be made and recover damages from the responsible Owner. If damage is inflicted on any Lot by an agent of the Association in the scope of the agent's activities as such agent, the Association is liable to repair such damage or to reimburse the Owner for the cost of repairing such damages. The Association shall also be liable for any losses to the Owner. When any such claim for damages against an Owner or the Association is less than or equal to the jurisdictional amount established for small claims by North Carolina General Statute 7A210, any aggrieved party may request that a hearing be held before an adjudicatory panel appointed by the Executive Board to determine if an Owner is responsible for damages to any Common Elements or the Association is responsible for damages to any Lot. An Owner may appeal the decision of an adjudicatory panel to the full Executive Board by delivering written notice of appeal to the Executive Board within fifteen (15) days after the date of the decision. The Executive Board may affirm, vacate, or modify the prior decision of the adjudicatory body. If the Executive Board fails to appoint an adjudicatory panel to hear such matters, such hearings shall be held before the Executive Board. Such panel shall accord to the party charged with causing damages notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. Liability may be assessed for each damage incident against each Owner charged or against the Association not in excess of the jurisdictional amount established for small claims by North Carolina General Statute 7A-210. When such claim exceeds the jurisdictional amount established for small claims by North Carolina General Statute 7A-210, liability of any Owner charged or the Association shall be determined as otherwise provided by law. Liabilities of Owners determined by adjudicatory hearing or as otherwise provided by law shall be assessments secured by lien under Section 47F-3-116 of the Planned Community Act. Liabilities of the

Association determined by adjudicatory hearing or as otherwise provided by law may be offset by the Owner against sums owing to the Association and if so offset, shall reduce the amount of any lien of the Association against the Lot at issue.

(e) Adjudicatory proceedings pursuant to subparagraphs (b), (c) and (d) of this Section 13 may be held before the Executive Board or an adjudicatory panel appointed by the Executive Board. The Executive Board and any adjudicatory panel appointed by the Executive Board shall accord to the party charged pursuant to subparagraphs (b), (c) and/or (d) above notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. Any adjudicatory panel appointed by the Executive Board shall be composed of Members of the Association who are not officers of the Association or members of the Executive Board. An Owner may appeal the decision of an adjudicatory panel to the full Executive Board by delivering written notice of appeal to the Executive Board within fifteen (15) days after the date of the decision. The Executive Board may affirm, vacate, or modify the prior decision of the adjudicatory body.

(t) In any proceeding arising because of an alleged default by an Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

(g) The failure of the Association or any Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration or the other above-mentioned documents shall not constitute a waiver of the right of the Association or of the Owner to enforce such right, provision, covenant or condition in the future.

(h) All rights, remedies and privileges granted to the Association or the Owners, pursuant to any terms, provisions, covenants or conditions of this Declaration or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

(i) The failure of Declarant to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration or other above-mentioned document shall not constitute a waiver of the right of Declarant to thereafter enforce such right, provision, covenant or condition in the future.

### Section 13.2 Severability.

Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

### Section 13.3 Amendment.

The covenants and restrictions of this Declaration shall run and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated as hereinafter provided. This Declaration may be amended with the consent of the Owners entitled to cast at least sixty seven percent (67%) of the votes of the Association; and terminated with the consent of the Owners entitled to cast at least eighty percent (80%) of the votes of the Association; provided, however, during Declarant Control Period, this Declaration may not be amended or terminated without Declarant's consent; no amendment purporting to revoke or curtail any right herein conferred to Declarant shall be effective unless executed by Declarant; and no amendment relating to the maintenance or ownership of any Stormwater Control Facilities shall be effective unless reviewed and approved by the governmental office having jurisdiction for watershed protection. Any amendment, except amendments that Declarant is authorized to make unilaterally, must (1) be executed on behalf of the Association by its duly authorized officers; (2) contain an attestation by the officers executing the amendment on behalf of the Association that the requisite Member and Declarant approval has been obtained and is evidenced by written acknowledgment(s) signed by the Owners approving the amendment and, if required, Declarant, and that such acknowledgments have been made a part of the minute book of the Association, but such attestation will not be necessary if the requisite number of Members and, if required, Declarant, have executed such amendment; and (3) be properly recorded in the Registry. For the purpose of this Section, additions of Additional Property by Declarant pursuant to Section 13.4 of this Article shall not constitute an "amendment." In the event this Declaration is terminated in accordance with the provisions hereinabove provided, Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay a pro rata share of the cost of the maintenance of any Stormwater Control Facilities. Notwithstanding the foregoing, Declarant may at any time unilaterally amend this Declaration to terminate or restrict any right reserved hereunder by Declarant and Declarant. further, notwithstanding the provisions of this Section 13.3, during Declarant Control Period, the Declarant may unilaterally amend this Declaration to (i) make any changes required by any private or governmental insurer of residential mortgage loans in order to obtain the approvals necessary for purchasers of Lots to obtain financing insured by any of the foregoing mortgage insurers, or (ii) to make any changes deemed by Declarant to be necessary to carry out and effectuate the orderly development of the Properties as intended by Declarant and to be consistent with the Master Plan and (iii) to correct a mathematical mistake, an inconsistency, or a scrivener's error, or clarify an ambiguity in this Declaration with respect to an objectively verifiable fact.

Section 13.4 Annexation and Withdrawal of Property.

(a) Except as provided in the following Subsection (b), additional residential property and Common Elements may be annexed to the Properties only with the consent of the Owners entitled to cast two-thirds (2/3) of the votes of each class of Members of the Association, who are voting, in person or by proxy, at a meeting duly called for such purpose; provided, however, during Declarant Control Period, Declarant must also consent to such action.

(b) All or any portion of the Additional Property may be annexed by Declarant without the consent of Owners within twenty five (25) years of the date of recordation of this instrument. Declarant shall have no obligation of any kind to annex any or all of the Additional Property and, should Declarant elect to annex all or any portion of the Additional Property, Declarant shall have no obligation of any kind to annex the Additional Property in any particular sequential order. Should Declarant elect to annex all or any portion of the Additional Property and accordingly to subject such property to the terms and conditions of this Declaration, with regard to all or any part of the Additional Property annexed by Declarant, such Declarant may make such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration (including, without limitation, those contained in Section 2 of Article VIII hereof) as may be necessary or desirable, in the sole judgment of Declarant, to reflect the different character, if any, of the added properties and as are not inconsistent with the Master Plan, but such additions and/or modifications shall have no effect upon the properties previously subjected to this Declaration. With regard to any portion of the Additional Property not annexed by Declarant, Declarant makes no representations with regard to the use of such property or the exterior appearance, design, size or intended purpose of any improvements now or hereafter erected on such property.

(c) Withdrawal of Property. Declarant reserves the right to amend this Declaration during Declarant Control Period for the purpose of removing any portion of the Properties then owned by Declarant or the Association from the provisions of this Declaration. Any such withdrawal shall be accomplished by the filing for record of an Amendment to this Declaration describing the property removed and shall be effective upon filing for record in the Registry unless a later effective date is provided therein. Such Amendment shall be executed by Declarant and the owner(s) of the property being removed and shall not require the vote or consent of any other Owner or Member.

#### Section 13.5 Proviso Regarding Major Builders.

Notwithstanding anything contained in this Declaration, the Articles of Incorporation or the Bylaws of the Association to the contrary, no amendment shall be made to the Declaration, the Articles of Incorporation, the Bylaws of the Association or any rules and regulations promulgated thereunder which would materially or adversely affect a Major Builder or a lot owned by a Major Builder without the prior written consent of such Major Builder, which consent shall not be unreasonably, withheld, conditioned or delayed.

#### Section 13.6 Amplification.

The provisions of this Declaration are amplified by the Articles of Incorporation and Bylaws of the Association; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws of the Association on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however,

Declarant intends that the provisions of this Declaration control anything contained in the Articles of Incorporation or Bylaws of the Association.

Section 13.7 Declarant Contracts.

No provision of this Declaration shall relieve Declarant of its contractual obligations.

Section 13.8 Litigation.

The Association may not commence any litigation, arbitration, legal action or any other legal proceeding against any non-Owner, any Builder or Declarant, unless two-thirds (2/3) of the Members vote to approve such proceeding.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has caused this Declaration to be executed as of the date first above written.

North-South Development, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document:

\_\_\_\_\_(SEAL)

Notary Public

ID#: \_\_\_\_\_

My commission expires: \_\_\_\_\_



EXHIBIT A

**ADDITIONAL PROPERTY**

Any real property located within two miles of the Property initially subjected to this Declaration.

**ENGINEERING CERTIFICATION**

Permittee: **Currituck Water & Sewer, LLC**  
Permit No: **WQ0043948**  
Project: **Flora Farms**

Issue Date: November 30, 2022  
County: Currituck

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

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

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

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

**PERMITTEE'S CERTIFICATION**

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

~~Mark S. Bissell~~ *Mark S. Bissell*  
Printed Name, Title *Member*

*Mark S. Bissell*  
Signature

9-25-24  
Date

**ENGINEER'S CERTIFICATION**

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

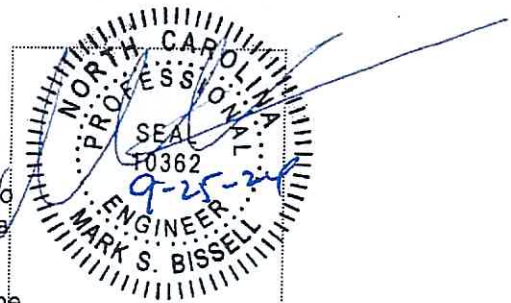
North Carolina Professional Engineer's Seal w/signature & date:

- Final       Partial (include description)

Certification covers gravity sewers on Lydia St, Eunice St, and Flora Blvd to the lift station (2,752' of 8" sewer and 27 service connections to serve Flora Phase 1A), along with the lift station and force main from the lift station to Survey Road. This is a provisional/temporary certification, with the pumps operated by a standby generator until permanent power is completed to the site. Pumps will be retested upon power installation. The fence & water service remain to be installed, and scada device needs to be connected.

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

**DWR WATER QUALITY PERMITTING SECTION**  
**WASTEWATER BRANCH – MUNICIPAL PERMITTING UNIT**  
**1617 Mail Service Center**



**Flora Farms Lift Station Start-up Test (Provisional Test with Standby Power Only)**

**September, 24, 2024**

Wet Well Diameter: 8.0'; Volume is 376.3 gal./ft.; 31.36 gal./inch

Design duty point is 515.5 gpm at 126.4' TDH

**Standby Pump Test**

Initial water level in Wet Well: 164.5"

Final Water Level in Wet Well: 197.5"

Decrease in Water Level: 33.0"

Duration 120 seconds

Pumping Rate:  $33 \times 31.36 / 2 \text{ min} = 517.4 \text{ GPM}$

**Submersible Pump Test (Hydromatic H4QP)**

**Pump 1:**

Initial water level in Wet Well: 206"

Final Water Level in Wet Well: 225"

Decrease in Water Level: 19"

Duration 60 seconds

Pumping Rate:  $19 \times 31.36 / 1 \text{ min} = 595.8 \text{ GPM}$

**Pump 2:**

Initial water level in Wet Well: 225"

Final Water Level in Wet Well: 243"

Decrease in Water Level: 18"

Duration 60 seconds

Pumping Rate:  $18 \times 31.36 / 1 \text{ min} = 564.5 \text{ GPM}$

Checked operation of all floats including HW Alarm.





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J.R. "JOEY" HOPKINS  
SECRETARY

September 26, 2024

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

Attn: Mr. Perry Arnette

Subject: Pavement Certification  
Flora Subdivision  
Currituck County

Dear Mr. Arnette:

We have received the attached test report, dated September 23, 2024, from ECS Southeast, LLP for the construction of roads in the Flora Subdivision - Eunice, Lydia, and a portion of Flora Boulevard. This pavement section was designed with 6" of Aggregate Base Course and 2" of asphalt surface course.

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

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

Sincerely,

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

Caitlin A. Spear, PE  
District Engineer

Attachments



September 23, 2024

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

ECS Proposal No. 22:35144

Reference: Paving Letter  
Flora Subdivision  
Eunice, Lydia, Portion of Flora Boulevard  
Moyock, North Carolina

Dear Mr. Arnette:

As requested, ECS Southeast, LLP (ECS) visited the site on various occasions to test the subbase and asphalt for the referenced roadways. ECS observed the roadway construction for Eunice, Lydia, and a portion of Flora Boulevard and tested the subbase and asphalt placement.

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

For this project ECS has performed the following:

- NCDOT current testing for Vulcan materials Jack Quarry was reviewed for Modified Proctor Testing and sieve analysis (HICAMS 1055412). The laboratory test results indicate that the imported ABC materials were in general accordance with NCDOT requirements.
- Compaction testing was performed and indicated that the ABC materials were compacted to meet the requirement of an average of 98% of the Modified Proctor. The thickness of the stone was checked and verified to be at or greater than the 6- inch requirement. The results of this testing are attached to this report. It is noted that the failing density test noted on September 4<sup>th</sup> was re-tested with passing results on September 5<sup>th</sup>.
- Coring operations were performed at 6 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. Additionally, testing was performed to confirm the asphalt content and the asphalt gradation. These were performed in general accordance with NCDOT testing procedures. The following Table 1 contains the results of the coring including the thickness and specific gravity results. Table 2 contains the results of the asphalt content testing. Results of the asphalt gradation are attached to this report.



**Table 1 – Asphalt Laboratory Test Results**

Sample #	Asphalt Type	Average Sample Thickness	Specific Gravity	Percent Compaction (min. 90%)
C-1	S-9.5B	2.625	2.270	95.01
C-2	S-9.5B	2.5	2.218	92.83
C-3	S-9.5B	3	2.202	92.18
C-4	S-9.5B	2.25	2.273	95.16
C-5	S-9.5B	2.75	2.246	94.01
C-6	S-9.5B	2.25	2.271	95.06
<b>Average</b>	S-9.5B	2.56	2.247	94.04

**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 subbase and asphalt were placed in general accordance with NCDOT standards. We appreciate being of service to you on this project. Should you need additional information or assistance, please do not hesitate to contact our office.

Respectfully,  
ECS Southeast, LLP

  
W. Lloyd Ward, P.E.  
Principal Engineer

  
Wade Wetherington, E.I.  
Project Manager





**ECS Southeast, LLC**

6714 Netherlands Drive  
Wilmington, NC 28405  
9106869114  
9106869666

**LETTER OF TRANSMITTAL**

September 03, 2024  
Quality Home Builders of Currituck  
1643 Merrimac Trail Suite A  
Williamsburg, VA 23185  
ATTN: Mr. Lloyd Ward

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

Field Reports       For your use       As requested

CC:

ENCL: Field Report # 2      8/30/2024      ABC Stone Density

Kris J. Stamm  
Office Manager, Principal

Wade A. Wetherington, E.I.  
Project Manager

*Disclaimer*

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



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

## FIELD REPORT

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

Project No. **22:35144**  
 Report No. **2**  
 Day & Date **Friday 8/30/2024**  
 Weather **90 °/ Cloudy**  
 On-Site Time **3.00**  
 Lab Time **0.00**  
 Travel Time\* **0.50**  
 Total **3.50**  
 Re Obs Time **0.00**

Remarks **ABC Stone Density**

Trip Charges*	Tolls/Parking*	Mileage*	18	Time of	Arrival	Departure
Chargeable Items	5000				8:30A	11:30A

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

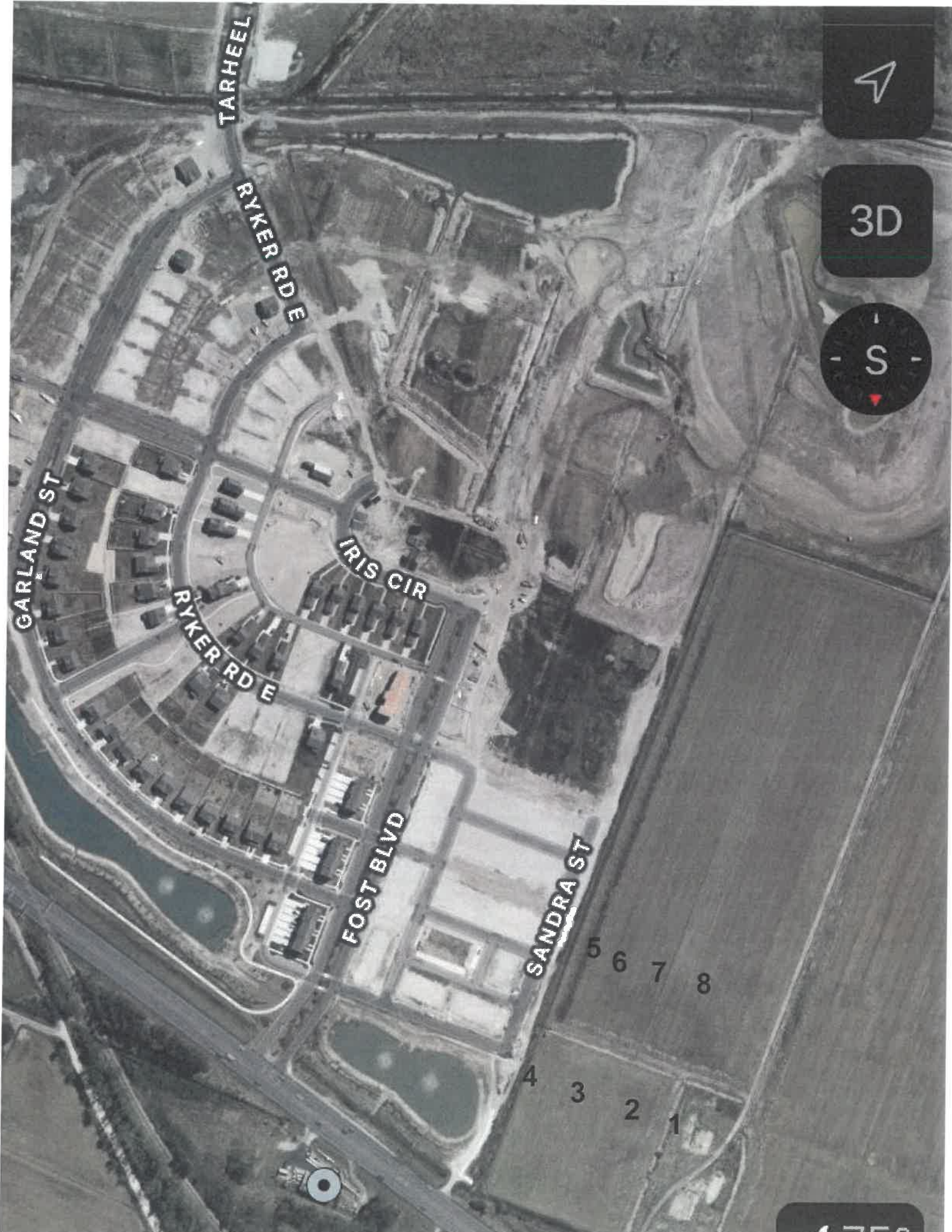
**Summary of Services Performed (field test data, locations, elevations & depths are estimates) & Individuals Contacted.**

The undersigned arrived on site, as requested, to check the compaction of ABC stone for the roadways that run westward of phase one for Flora Farm. 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.





TARHEEL

RYKER RD E

GARLAND ST

RYKER RD E

IRIS CIR

FOST BLVD

SANDRA ST

5 6 7 8  
4 3 2 1



3D



750



# Field Compaction Summary, ASTM D-6938

Date: 8/30/2024

Project Name: Flora Farm Subdivision

Project No: 22:35144

ECS Southeast, LLC

Client: Quality Home Builders of Currituck

Test Method ASTM D-6938			
Nuclear Gauge No. 30			
Make	Troxler	Density Std	2389
Model	3440	Moisture Std	736
Ser. No.	3714		

Contractor:

Technician: Devin Howard

Sample No.		Description				Proctor Method					Uncorrected Max. Density		Uncorrected Optimum Moisture Content		
Test No.	Lot No.	Test Mode	Probe Depth (in.)	Station / Location	Lift / Elev	Sample No.	% Oversize	Modified Proctor Method (ASTM D-1557)					138.1		5.4
								Corrected Max. Density	Corrected Optimum Moisture Content (%)	Wet Density (pcf)	Dry Density (pcf)	Moisture Content (%)	Percent Comp. (%)	P / F	
1		DT	6	Location 1 on sketch	0	D4S-1	0.00	138.1	5.4	139.4	135.8	2.6	98.3	P	
2		DT	0	Location 2 on sketch	0	D4S-1	0.00	138.1	5.4	139.4	136.1	2.4	98.6	P	
3		DT	6	Location 3 on sketch	0	D4S-1	0.00	138.1	5.4	139.0	135.5	2.6	98.1	P	
4		DT	6	Location 4 on sketch	0	D4S-1	0.00	138.1	5.4	144.7	140.4	3.1	101.7	P	
5		DT	6	Location 5 on sketch	0	D4S-1	0.00	138.1	5.4	139.0	135.4	2.6	98.0	P	
6		DT	6	Location 6 on sketch	0	D4S-1	0.00	138.1	5.4	139.6	136.2	2.5	98.6	P	
7		DT	6	Location 7 on sketch	0	D4S-1	0.00	138.1	5.4	139.3	135.5	2.8	98.1	P	
8		DT	6	Location 8 on sketch	0	D4S-1	0.00	138.1	5.4	139.3	135.5	2.8	98.1	P	



**ECS Southeast, LLC**

6714 Netherlands Drive  
Wilmington, NC 28405  
9106869114  
9106869666

**LETTER OF TRANSMITTAL**

September 05, 2024  
Quality Home Builders of Currituck  
1643 Merrimac Trail Suite A  
Williamsburg, VA 23185  
ATTN: Mr. Lloyd Ward

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

Field Reports       For your use       As requested

CC:

ENCL: Field Report # 3      9/4/2024      Asphalt Density

Kris J. Stamm  
Office Manager, Principal

Wade A. Wetherington, E.I.  
Project Manager

*Disclaimer*

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2. The information in this report relates only to the activities performed on the report date.
3. Where appropriate, this report includes statements as to compliance with applicable project drawings, and specifications for the activities, performed on this report date.
4. Incomplete or non-conforming work will be reported for future resolution.
5. The results of samples and/or specimens obtained or prepared for subsequent laboratory testing will be presented in separate reports/documents.



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

# FIELD REPORT

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

Project No. **22:35144**  
 Report No. **3**  
 Day & Date **Wednesday 9/4/2024**  
 Weather **80 °/ Cloudy**  
 On-Site Time **2.00**  
 Lab Time **0.00**  
 Travel Time\* **2.00**  
 Total **4.00**  
 Re Obs Time **0.00**

Remarks **Asphalt Density**

Trip Charges*	Tolls/Parking*	Mileage*	123	Time of Arrival	Departure
Chargeable Items	5000			2:00P	4:00P

\* 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 Flora Blvd. 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), except at test location #3.

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

While on site, as requested, the undersigned observed the placement and compaction of S9.5B asphalt for Lydia Street, and compaction testing on Eunice Street. Please see the attached sketch for the approximate test locations.

Utilizing the Nuclear Density Gauge test method (ASTM D-2950) to check the compaction of the asphalt; test results indicated that the asphalt, at the areas and depths tested, met the NCDOT minimum density requirements of 90% of the bulk specific gravity value. This value was obtained from the asphalt supplier quality control laboratory. The undersigned also picked up a representative sample of the asphalt proposed for Eunice Street. The sample was returned to the ECS laboratory for testing.



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

**ASPHALT DENSITY REPORT**

**Job Name:** Flora Farm Subdivision

**Job Number:** 35144

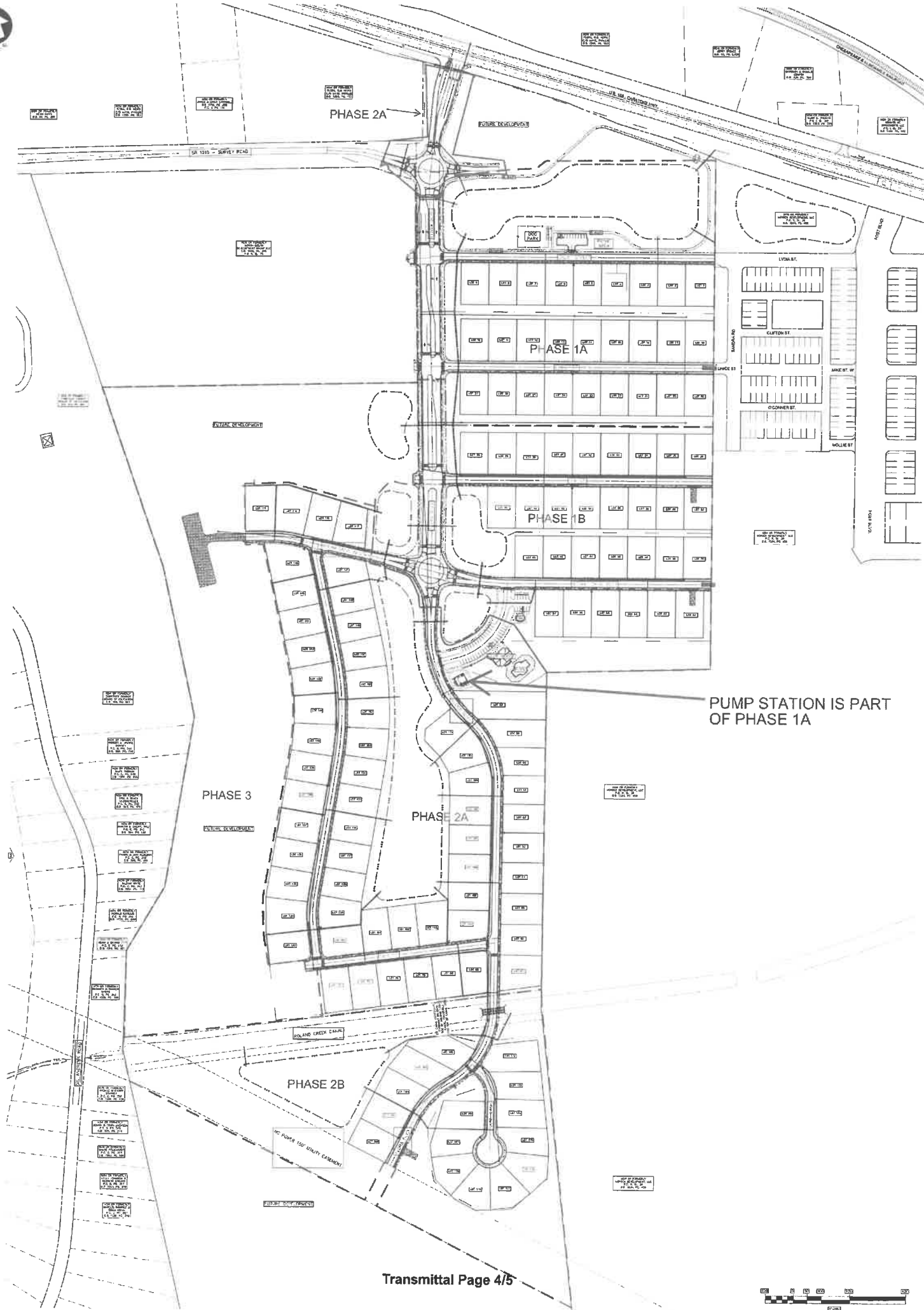
**Location:** Moyock

**Technician:** Adorian Bell

**Contractor:** C&L Asphalt

**Date:** 9/4/2024

TEST #	TEST LOCATION	DEPTH ELEVATION	ASPHALT TYPE	IN-PLACE DENSITY (wet) pcf	COMP %	SPEC%	REMARKS PASS/FAIL
1	Eunice Street	Surface	9.5B	137.4	90.6%	90%	PASS
2	Eunice Street	Surface	9.5B	138.0	91.0%	90%	PASS
3	Eunice Street	Surface	9.5B	137.9	90.9%	90%	PASS
4	Eunice Street	Surface	9.5B	138.2	91.1%	90%	PASS
5	Eunice Street	Surface	9.5B	137.5	90.6%	90%	PASS
6	Lydia Street	Surface	9.5B	139.2	91.7%	90%	PASS
7	Lydia Street	Surface	9.5B	137.6	90.6%	90%	PASS
8	Lydia Street	Surface	9.5B	138.9	91.5%	90%	PASS
9	Lydia Street	Surface	9.5B	137.4	90.5%	90%	PASS
10	Lydia Street	Surface	9.5B	137.6	90.6%	90%	PASS
ASPHALT TYPE	MIX DESIGN (JMF)	MAXIMUM SPECIFIC GRAVITY (Gmm)		MAXIMUM WET UNIT WEIGHT (pcf)		ASPHALT SUPPLIER	
RS-9.5B		2.431		151.7		Allen Meyer	
RS-9.5B		2.434		151.9		Allen Meyer	



PUMP STATION IS PART OF PHASE 1A





# Field Compaction Summary, ASTM D-6938

Date: 9/4/2024

Project Name: Flora Farm Subdivision

Project No: 22:35144

ECS Southeast, LLC

Client: Quality Home Builders of Currituck

Test Method ASTM D-6938			
Nuclear Gauge No. 13			
Make	Troxler	Density Std	2146
Model	3440	Moisture Std	855
Ser. No.	721		

Contractor:

Technician: Adorian N Bell

Sample No.		Description				Proctor Method					Uncorrected Max. Density		Uncorrected Optimum Moisture Content		
DS4-1		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	Flora Blvd	0	DS4-1	0.00	138.1	5.4	141.9	135.5	4.7	98.1	P	
2		DT	4	Flora Blvd	0	DS4-1	0.00	138.1	5.4	141.1	135.4	4.2	98.0	P	
3		DT	4	Flora Blvd	0	DS4-1	0.00	138.1	5.4	140.6	134.3	4.7	97.2	F	



**ECS Southeast, LLC**

6714 Netherlands Drive  
Wilmington, NC 28405  
9106869114  
9106869666

**LETTER OF TRANSMITTAL**

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

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

Field Reports       For your use       As requested

CC:

ENCL: Field Report # 4      9/5/2024      Asphalt Density

Kris J. Stamm  
Office Manager, Principal

Wade A. Wetherington, E.I.  
Project Manager

*Disclaimer*

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





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

# FIELD REPORT

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

Project No. **22:35144**  
Report No. **4**  
Day & Date **Thursday 9/5/2024**  
Weather **75 °/ Cloudy**  
On-Site Time **6.50**  
Lab Time **0.00**  
Travel Time\* **0.50**  
Total **7.00**  
Re Obs Time **0.00**

Remarks **Asphalt Density**

Trip Charges*	Tolls/Parking*	Mileage*	13	Time of Arrival	Departure
Chargeable Items	5000			10:30A	5:00P

\* 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.

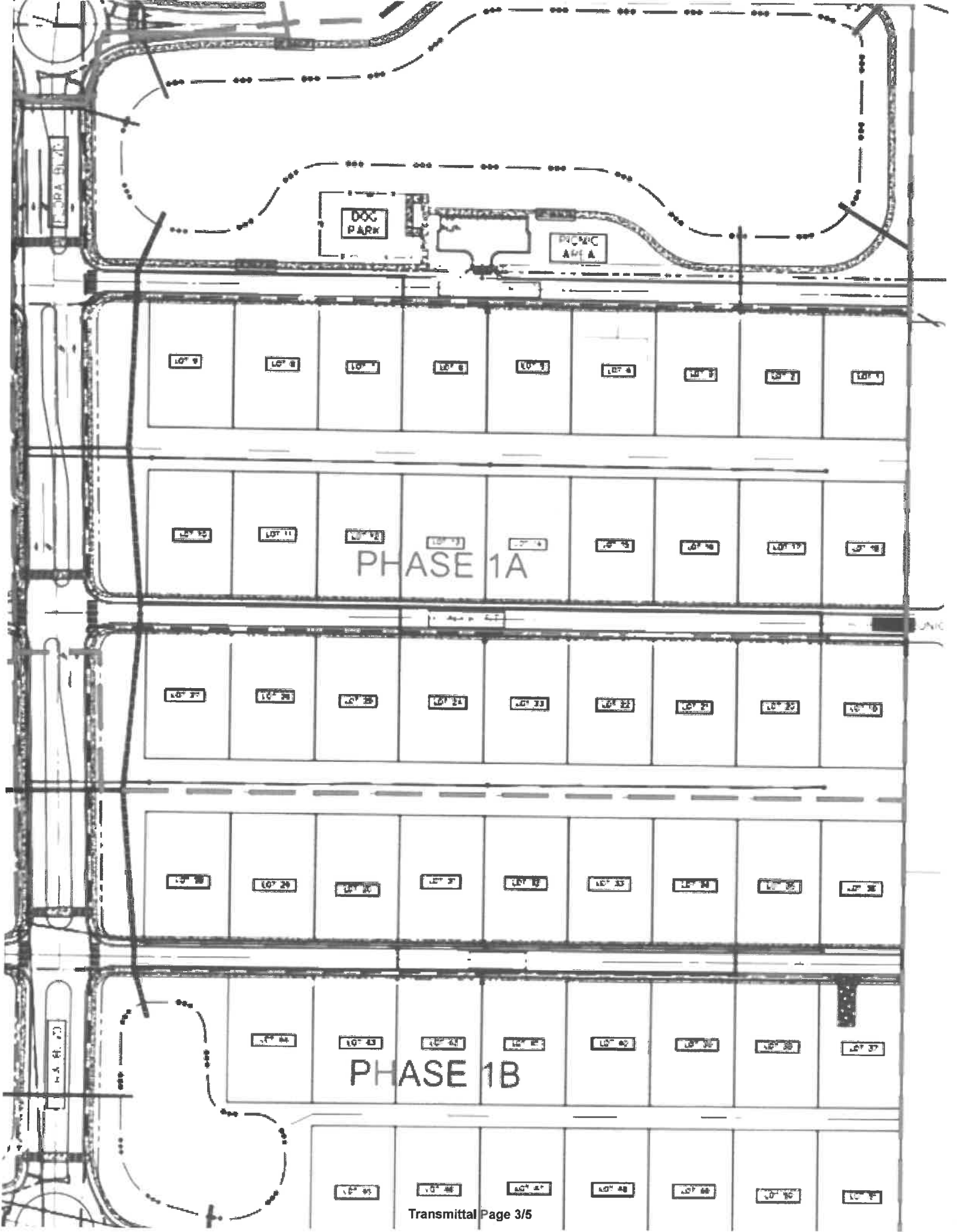
The undersigned arrived on site, as requested, to check the compaction of ABC stone for Flora Blvd. Please see the attached sketch for the approximate density test locations.

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.

After the stone testing was complete, the undersigned observed the placement and compaction of RS9.5B asphalt for Lydia Street & Flora Blvd. Please see the attached sketch for the approximate test locations.

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





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

**ASPHALT DENSITY REPORT**

**Job Name:** Flora Farm **Job Number:** 35144  
**Location:** Moyock **Technician:** Chris Noel  
**Contractor:** **Date:** 9/5/2024

TEST #	TEST LOCATION	DEPTH ELEVATION	ASPHALT TYPE	IN-PLACE DENSITY (wet) pcf	COMP %	SPEC%	REMARKS PASS/FAIL
1	Lydia Street	Surface	RS9.5B	138.9	91.5%	90%	PASS
2	Flora Blvd.	Surface	RS9.5B	138.5	91.2%	90%	PASS
3	Flora Blvd.	Surface	RS9.5B	138.7	91.4%	90%	PASS
4	Flora Blvd.	Surface	RS9.5B	140.5	92.6%	90%	PASS
5	Flora Blvd.	Surface	RS9.5B	140.0	92.2%	90%	PASS
6	Flora Blvd.	Surface	RS9.5B	138.8	91.4%	90%	PASS
<b>ASPHALT TYPE</b>	<b>MIX DESIGN (JMF)</b>	<b>MAXIMUM SPECIFIC GRAVITY (Gmm)</b>		<b>MAXIMUM WET UNIT WEIGHT (pcf)</b>		<b>ASPHALT SUPPLIER</b>	
RS9.5B		2.434		151.8			



# Field Compaction Summary, D6938

Date: 9/5/2024

Project Name: Flora Farm Subdivision

Project No: 22:35144

ECS Southeast, LLC

Client: Quality Home Builders of Currituck

Test Method D6938			
Nuclear Gauge No. 30			
Make	Density Std	2367	
Model	Moisture Std	731	
Ser. No. 3714			

Contractor:

Technician: Chris Noel

Sample No.		Description				Proctor Method						Uncorrected Max. Density	Uncorrected Optimum Moisture Content		
S1		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	Flora Blvd	0	S1	0.00	138.1	5.4	143.0	135.8	5.3	98.3	P	
2		DT	4	Flora Blvd	0	S1	0.00	138.1	5.4	144.9	136.5	6.1	98.8	P	



**PROJECT INFORMATION**

NAME: Flora Farm  
 NUMBER: 22-35144  
 DATE: 9/23/2024  
 PM: Wade A. W.

**ECS Southeast, LLC**

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

ASTM Method: ASTM D6307 and ASTM D5444  
 JMF: 20-0508-031  
 Supplier: Allan Myers Chesapeake

Mix Type: RS 9.5B  
 Material type: Surface Course  
 Test Date: 09/20/24

**Table 1: Asphalt Content by Ignition Oven (ASTM D6307)**

Description	Before (g)	After (g)
Total Weight	5,918.4	5,790.4
Tare Weight	3,953.4	3,953.4
Mixture weight	1,965.0	1,837.0
Weight of Asphalt		128.0
Asphalt Content		6.5%

**Table 2: Gradation by Mechanical Sieve Analysis (ASTM D5444)**

Sieve No.	Sieve Size (mm)	Weight Retained (g)	Individual Percent Retained (%)	Cumulative Percent Retained (%)	Percent Passing (%)	Limits_NCDOT (Table 610-2)		
						Min.	Max.	Yes/No
1 1/2"	37.5	0.0	0.0	0	100			
1"	25.0	0.0	0.0	0	100			
3/4"	19.0	0.0	0.0	0	100			
1/2"	12.5	6.5	0.4	0	100	100	-	Yes
3/8"	9.5	36.7	2.0	2	98	90.0	100	Yes
No. 4	4.75	344.9	18.8	21	79	-	90.0	Yes
No. 8	2.36	422.1	23.0	44	56	32.0	67.0	Yes
No. 16	1.18	321.1	17.5	62	38	-	-	Yes
No. 200	0.075	553.2	30.1	92	8.3	4.0	8.0	No