



Town of Beaufort, NC

701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516
252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

Town of Beaufort Planning Board Regular Meeting 6:00 PM Monday, May 20, 2024 - Train Depot, 614 Broad Street, Beaufort, NC 28516 Monthly Meeting

Call to Order

Roll Call

Agenda Approval

Minutes Approval

- [1.](#) PB Draft Minutes 041524

Public Comment

New Business

- [1.](#) To recommend to the Board of Commissioners approval or denial of the proposed Towns at Live Oak site plan

Commission / Board Comments

Staff Comments

Adjourn



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Town of Beaufort Planning Board Regular Meeting
6:00 PM Monday, April 15, 2024 - Train Depot, 614 Broad Street, Beaufort, NC 28516
Minutes

Call to Order

Chair Neve called the April 15th, 2024 Planning Board meeting to order at 6:02 p.m.

Roll Call

Members Present: Chair Neve, Vice-Chair Diane Meelheim, Vic Fasolino, George Stanziale

Jeff Vreugdenhil arrived after roll call.

Members Absent: Becky Bowler, Clark Patton,

A quorum was declared with five members present.

Town Staff Present: Kyle Garner, Michelle Eitner, Rachel Johnson, Laurel Anderson

Town Attorney Present: Arey Grady

Agenda Approval

Chair Neve asked if there were any changes to the revised Agenda and hearing none, asked for a motion.

Member Stanziale made the motion to approve the agenda and Member Fasolino made the second. Chair Neve took a vote that was unanimously approved.

Voting yea: Chair Neve, Vice-Chair Meelheim, Member Fasolino, Member Stanziale

Minutes Approval

1. PB Draft Minutes for 031824

Member Stanziale made the motion to approve the Minutes and Vice-Chair Meelheim made the second. Chair Neve took a vote that was unanimously approved.

Voting yea: Chair Neve, Vice-Chair Meelheim, Member Fasolino, Member Stanziale

Public Comment

Chair Neve opened public comments and asked Town Attorney Grady to explain the process for Special Use permits. He noted the Planning Board was in an advisory position to the Board of Commissioners (BOC), and the hearing would be a quasi-judicial proceeding before the BOC so any comments and discussion from tonight's meeting would not be part of the BOC meeting.

Chair Neve then asked if anyone would like to speak.

Tipper Davis, 309 Live Oak St, quoted from the noise ordinance and expressed his concerns with noise at The Watering Hole and the close proximity to residential homes.

Stan Rule, 901 Broad St, spoke regarding the development along Cedar Street and requested noise, parking, lighting, and other issues be resolved so residents are not affected.

Robert Harper, 1020 Broad St, stated he had heard the Watering Hole was not in compliance and requested that they come into compliance before any new requests be granted. He also requested that the police not be involved in enforcing their noise ordinance.

New Business

1. To recommend tabling, approval or denial to the Board of Commissioners for the Case # 23-05 Preliminary Plat - Palmetto Plantation Phase 2

Mr. Garner gave the Staff Report and he explained the applicant wishes to subdivide a 5.225 Acre Tract into nine lots. This site was rezoned from R-8 & B-1 to RS-5 in March 2015. In May of 2015, the preliminary plat was approved for a period of one year. In 2018 the preliminary plan expired again and was resubmitted and approved for another one-year approval. In July 2019, a Final Plat for lots 12-20 was approved and recorded leaving the remaining nine lots and existing stormwater pond. Additionally, the Town's Technical Review Committee has reviewed these plans for consistency with Town design specifications. Furthermore, these are the last nine lots of the subdivision and with this approval the subdivision will be complete.

There was discussion regarding sewer allotment, mitigating flooding issues, the number of lots, and sidewalks.

Ron Cullipher, The Cullipher Group, discussed the cul-de-sac changes due to fire department regulations. He also addressed alleviating water standing issues behind Lot 12.

Members Stanziale and Fasolino asked about the sidewalk ending at Lot 7 and Mr. Cullipher explained that it was constrained in size due to making the cul-de-sac area larger.

Member Fasolino noted that this was only a request for a subdivision and no variances were requested or anything else outside of the Ordinances.

Member Vreugdenhil made the motion to submit to the Board of Commissioners and recommend adoption with the condition that the sidewalk goes 100% in front of all the lots including the pond and the water meters extend to beyond the perimeter of the sidewalk. Member Stanziale made the second.

Chair Neve took a vote that was unanimously approved.

Voting yea: Chair Neve, Vice-Chair Meelheim, Member Fasolino, Member Stanziale, Member Vreugdenhil

2. Case #23-09 - SUP Periwinkle 406 Live Oak

Member Fasolino requested to be recused from Case #23-09 and Case #23-10 as he owns property within 100 feet of one of the applications in question and he has an interest in the other one.

Vice-Chair Meelheim made the motion to recuse Member Fasolino from Cases #23-09 and #23-10 and Member Stanziale made the second. Chair Neve took a vote that was unanimously approved.

Mrs. Eitner gave the Staff Report and explained the request was for a Special Use Permit to operate The Periwinkle, a bar with indoor/outdoor operation in the Cedar Street Mixed Use (CSMU) district at 406 Live Oak St. She noted that the Staff Report referred to a pending text amendment for bars with outdoor operation in the CSMU which had already been adopted by the Board of Commissioners on April 8th, 2024. The original primary use of the business was retail with accessory use as a bar and this has been updated to the primary use as a bar with indoor and outdoor operation with accessory retail use.

The Future Land Use Map classification for this parcel is Village Commercial which identifies lower intensity neighborhood scale commercial, retail, services, or offices that prioritize pedestrian use over automobile-oriented uses. The Land Use Plan identifies that the CSMU area should evolve into an arts district. The use, design, and presentation of The Periwinkle is comparable to uses in emerging art districts.

Both the Entry Plan and the Small Area Plan identify the intersection of Cedar and Live Oak Streets as a minor gateway in the community and impress upon the importance of pedestrian improvements in this intersection. Mrs. Eitner also noted that NCDOT has identified the intersection of Cedar and Live Oak as a project to be funded in the future.

Board questions for Staff included the NCDOT project, for which specifics have not been given yet, and the Board of Commissioners' text amendment approval at their recent meeting.

Chair Neve asked the applicant to give their presentation. Becky Davis, owner of The Periwinkle, gave a presentation with an overview of the co-owners, events including community events, markets, non-profits served, and noise reduction strategies. She pointed out the hours of operation were Tuesday through Friday 4-8 p.m. and Saturday 2-8 p.m. and stressed that they were conscientious about customer parking.

Member Stanziale noted that there were noise and parking issues and he also had concerns with visual quality improvements not being made in accordance with the Gateway Master Plan. Chair Neve asked what the process would be if the SUP were approved with conditions and if the applicant wanted a change in the future, and Town Attorney Grady explained that the process would essentially start over with the Planning Board and move on for approval to the Board of Commissioners again.

Member Vreugdenhil asked Mrs. Davis why she was asking for a permit at this point in time. Mrs. Davis stated that she felt there had been growth in a small town and in order to implement safe, respectful symbiotic growth she felt that some regulations had to come that had not been addressed before, and we're all just figuring this out together.

Member Stanziale submitted a pre-printed motion which included 3" caliper trees, installing a 42" high "Beaufort style" fence, installing parking lot trees, providing a sidewalk along the Cedar St frontage, restricting live music to no later than 9:00 pm, and installing a power source for food trucks. There was Board discussion regarding the motion and the unreasonable financial burden and restrictions of the aesthetic improvements. Chair Neve also requested a note be added to the Board of Commissioners that none of the requested conditions place an undue financial burden on the applicant. Vice-Chair Meelheim noted that Staff's recommendations were more reasonable. The following motion was agreed upon after lengthy discussion:

Member Stanziale made the motion to submit to the Board of Commissioners and recommend adoption and also for Staff to include the following list of possible conditions for consideration.

- *Install, stake, and maintain trees in accordance with LDO requirements on Cedar and Live Oak frontages*
- *Install fencing to replace post-and-rope on west and south property lines to match existing fencing*
- *Install sidewalk along Cedar Street in accordance with Town of Beaufort design standards*
- *Restrict outdoor amplified music hours to the hours of 12:00pm to 8:00pm*
- *Install a power source for food trucks to eliminate additional noise from generators*

Vice-Chair Meelheim made the second. Chair Neve took a vote that was unanimously approved.

Voting yea: Chair Neve, Vice-Chair Meelheim, Member Stanziale, Member Vreugdenhil

3. Case #23-11 SUP Watering Hole 816 Cedar St

Mrs. Eitner gave the Staff Report and explained the request was for a Special Use Permit to operate The Watering Hole, a bar with indoor/outdoor operation in the Cedar Street Mixed Use (CSMU) district at southwest corner of Live Oak Street and Cedar Street. She noted that the Staff Report referred to a pending text amendment for bars with outdoor operation in the CSMU which had already been adopted by the Board of Commissioners on April 8th, 2024. The original primary use of the business was retail with accessory use as a bar and this has been updated to the primary use as a bar with indoor and outdoor operation with accessory retail use.

The Future Land Use Map classification for this parcel is Village Commercial which identifies lower intensity neighborhood scale commercial, retail, services, or offices that prioritize pedestrian use over automobile-oriented uses. The Land Use Plan identifies that the CSMU area should evolve into an arts district. The use, design, and presentation of The Periwinkle is comparable to uses in emerging art districts.

Both the Entry Plan and the Small Area Plan identify the intersection of Cedar and Live Oak Streets as a minor gateway in the community and impress upon the importance of pedestrian improvements in this intersection. Mrs. Eitner also noted that NCDOT has identified the intersection of Cedar and Live Oak as a project to be funded in the future.

Applicants and co-owners of The Watering Hole, Leslie Allred and Bobbi Piner, then spoke in support of their business and explained that they wanted to be in compliance and the building had been brought up to building and fire code. They also answered Board questions regarding their neighbors, music, outside movies, hours of operation, and kid-friendly and other social activities.

Member Stanziale submitted a pre-printed motion which included 3” caliper trees, installing a 42” high “Beaufort style” fence, installing parking lot trees, providing 4 – 3” trees within the existing picnic table area to help soften the existing hardscape and provide shade for patrons, restricting live music to no later than 9:00 pm, speakers in the rear of the building not being permitted, the rear door being kept closed when music is being played inside, and installing a power source for food trucks. There was Board discussion regarding the motion and the unreasonable financial burden and restrictions of the aesthetic improvements. The following motion was agreed upon after lengthy discussion:

Chair Neve made the motion to submit to the Board of Commissioners and recommend adoption and also for Staff to include the following list of possible conditions to be completed within six months for consideration:

- *Install landscaping in accordance with the LDO as appropriate and allowed by Duke Progress along Cedar and Live Oak frontages*
- *Install 90 square feet of planter space with appropriate plants and trees*
- *Restrict outdoor music to the hours of 11:00am to 8:00pm. Outside of these hours doors and windows to remain closed when there is amplified music inside.*
- *Outdoor speakers in the rear of the building shall not be permitted*
- *The rear door shall be kept closed when amplified sound is being played inside*
- *The rear area shall not be used after 8:00pm*
- *The garage doors shall be closed after 8:00pm*
- *Install a power source for food trucks to eliminate additional noise from generators*

Member Stanziale made the second. Chair Neve took a vote that was unanimously approved.

Voting yea: Chair Neve, Vice-Chair Meelheim, Member Stanziale, Member Vreugdenhil

Member Stanziale made the motion to return Member Fasolino to the Board and Vice-Chair Meelheim made the second. Chair Neve took a vote that was unanimously approved.

Voting yea: Chair Neve, Vice-Chair Meelheim, Member Stanziale, Member Vreugdenhil

Commission / Board Comments

Member Stanziale stated that one of his ongoing objectives would be beautification and he hoped Staff would support that.

Vice-Chair Meelheim thanked everyone for attending the meeting and noted that the next step would be going forward to the Board of Commissioners.

Member Fasolino thanked the Staff and stated that they took a very complex issue and gave a great comprehensive coverage.

Chair Neve thanked the Staff and also thanked the public for attending.

Staff Comments

Mr. Garner thanked Ms. Rachel Johnson for filling in and providing audio-visual support for the meeting.

He reminded the Board that they have training on May 16th at the Train Depot.

Adjourn

Member Stanziale made the motion to adjourn and Member Vreugdenhil made the second. Chair Neve took a vote that was unanimously approved.

Voting yea: Chair Neve, Vice-Chair Meelheim, Member Stanziale, Member Vreugdenhil

Chair Neve then declared the meeting adjourned at 8:35 p.m.

Ryan Neve, Chair

Laurel Anderson, Board Secretary



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**Beaufort Planning Board Regular Meeting
6:00 PM Monday, May 20, 2024 – 614 Broad Street – Train Depot**

AGENDA CATEGORY: New Business

SUBJECT: To recommend to the Board of Commissioners approval or denial of the proposed Towns at Live Oak site plan

BRIEF SUMMARY:

The Cullipher Group, agent for 1809 LLC, has applied for site plan review to build a 135-unit townhome development.

REQUESTED ACTION:

Discussion on Proposed Site Plan
Recommendation to Board of Commissioners for Site Plan

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Michelle Eitner
Town Planner

BUDGET AMENDMENT REQUIRED:

N/A



STAFF REPORT



To: Planning Board Members
From: Michelle Eitner, Town Planner
Date: May 20, 2024
Case No. 24-10 Site Plan – The Towns at Live Oak

THE REQUEST: To recommend to the Board of Commissioners approval or denial of the proposed site plan, “The Towns at Live Oak,” a 135-unit townhome development.

INFORMATION:

Location: 1809 Live Oak Street
Property Owner: 1809 LLC (Dale Britt)
Zoning District: Townhouse Condominium Apartment (TCA)
Existing Land Use: Undeveloped (recently timbered)
Adjoining Uses/Zoning: North: Pirates Landing townhomes (TCA), Palmetto Place duplexes (TCA)
West: Town’s well site (TCA), Undeveloped property (R-20)
East: Food Lion Shopping Center and stormwater pond tract (B-1)
South: Two undeveloped properties (B-1)
Size: 14.033 acres / 61,129.63sf
Proposed Density: 9.62 units/acre (135 units ÷ 14.033 acres)

PUBLIC UTILITIES & WORKS:

Water: Town of Beaufort
Sanitary Sewer: Town of Beaufort

The Town will complete the road, water, and sewer connections from Live Oak Street to the southern property edge. Public Services states that this work is anticipated for this summer/fall.

OPTIONS:

1. Recommend approval of the Site Plan
2. Recommend denial of the Site Plan based on specific failures to meet requirements of the LDO.

ATTACHMENTS:

- Attachment A – Staff Report
- Attachment B – Vicinity Map
- Attachment C – Zoning Map
- Attachment D – Site Plans
- Attachment E – Draft Covenants

STAFF COMMENTS:

The Cullipher Group, agent for 1809 LLC, has applied for site plan review to build a 135-unit townhome development including:

- 69 larger 3-bedroom “type 1” townhomes with 1,984sf
- 66 smaller 3-bedroom “type 2” townhomes with 1,648sf
- 297 parking spaces
 - 270 unit spaces at 2 parking spaces per unit (one garage space and one driveway space)
 - 27 community spaces
- Landscaping/buffering
 - Type A opaque buffer along the east and north property lines
 - Type B semi-opaque buffer along the property line border with the Town’s well site
 - Vehicle Accommodation Area landscaping throughout development
 - Stormwater pond perimeter landscaping
- Two dumpster sites for residential use with 8’-tall opaque fencing
- Mail kiosk (rather than individual mailboxes)
- Three recreational facilities
 - Dog park
 - Playground
 - Walking path around stormwater pond
- Two points of ingress/egress
 - Main entry at the Town’s road connection to Live Oak Street
 - Secondary entry at the connection to the Food Lion parking lot
- Town to maintain access to well site property at northwestern corner

The Technical Review Committee met on April 18, 2024 to review this project and provide comments. Revised plans to meet TRC members’ requests for additional information were submitted on May 6th. All TRC members (Police, Fire, Engineering, Public Works, Public Utilities) have agreed that the project meets their requirements and have no further comments. Planning staff agrees that the project meets the criteria required in the LDO.

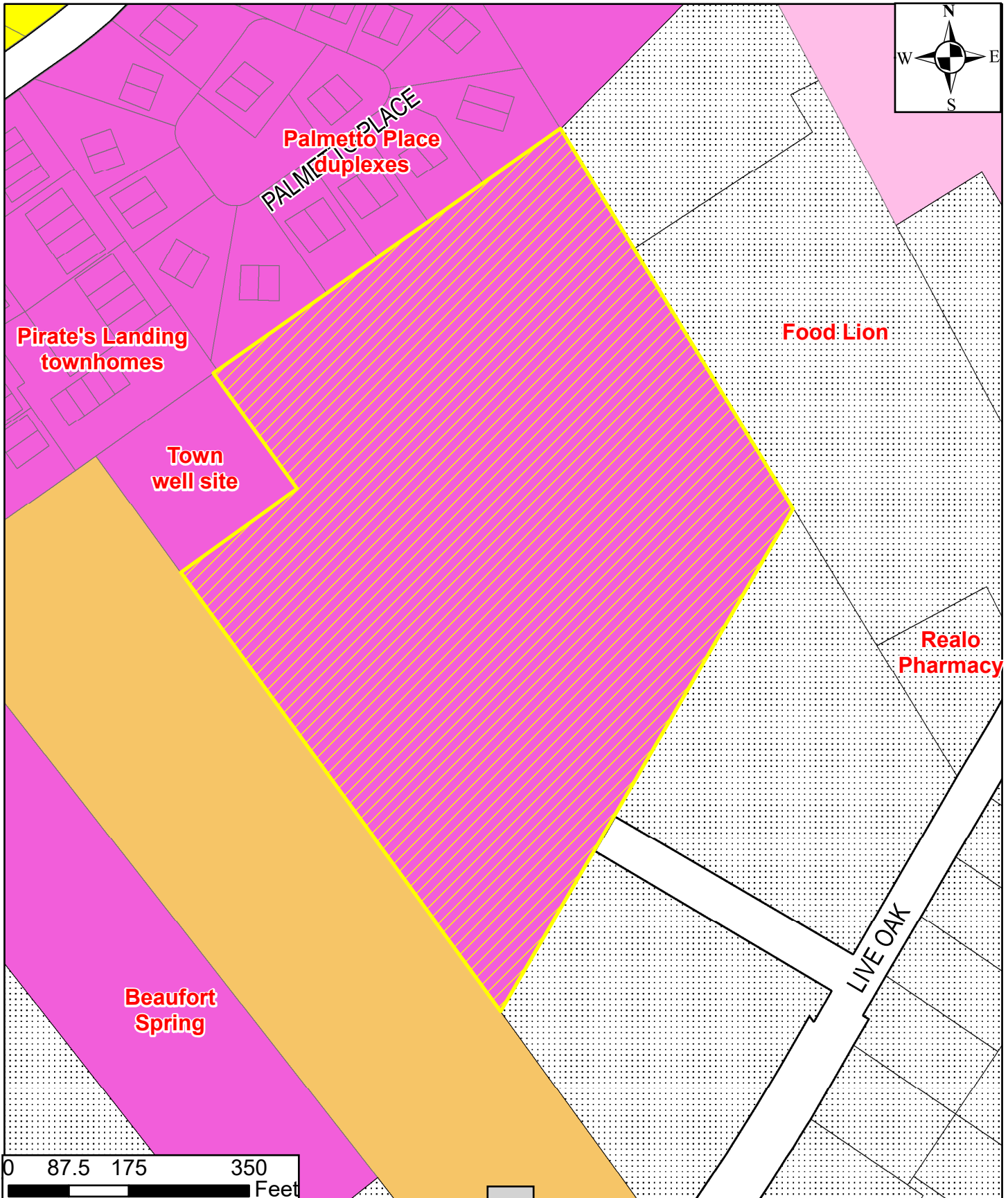
The Towns at Live Oak Site Plan Vicinity Map

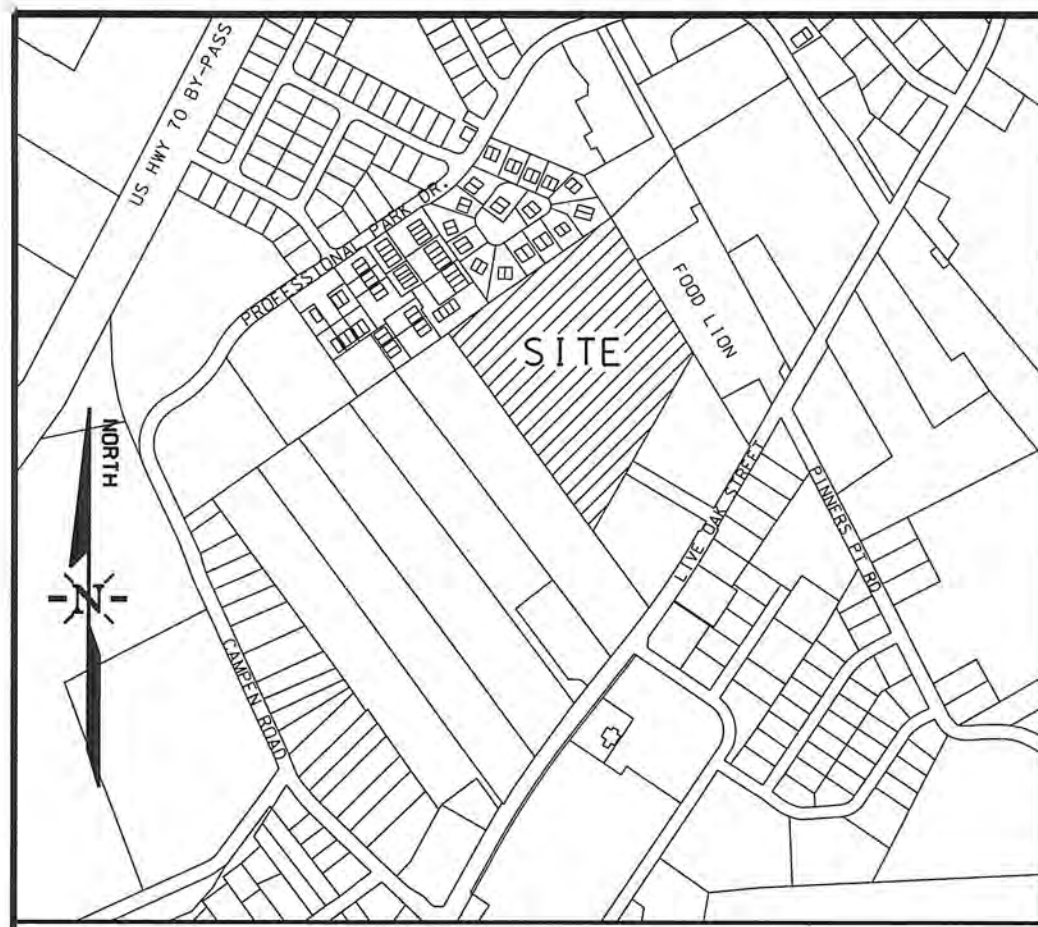
1809 Live Oak Street



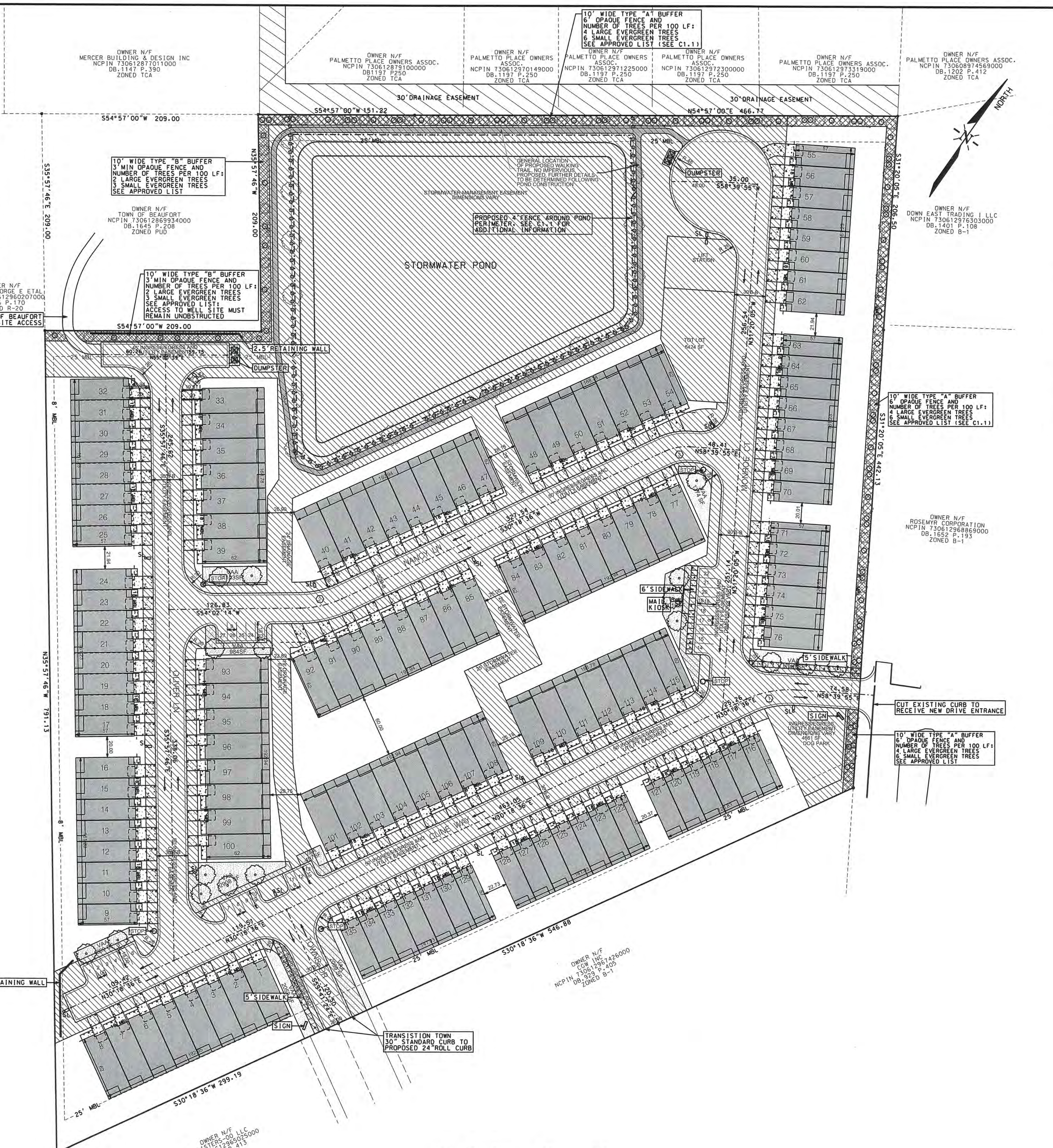
The Towns at Live Oak Site Plan Zoning Map

1809 Live Oak Street





VICINITY MAP



SITE DATA	
PARCEL AREA = 14.033 AC	DISTURBED ACREAGE = 14.59 AC (INCLUDES ACCESS TO LIVE OAK ST)
TOTAL SQUARE FOOTAGE = 61129.63 SF	
PROPOSED USE: RESIDENTIAL TOWNHOME COMMUNITY	
FLOOD ZONE: NONE	
ZONE - TCA - TOWNHOMES, CONDOMINIUMS, APARTMENTS	
NUMBER TOWNHOME UNITS = 135	
TYPE 1 UNIT	
NUMBER OF UNITS = 69	
HEATED AREA = 1,984 SF	
NUMBER OF BEDROOMS = 3	
TYPE 2 UNIT	
NUMBER OF UNITS = 66	
HEATED AREA = 1,648 SF	
NUMBER OF BEDROOMS = 3	
DENSITY - 9.62 UNITS/ACRE	
PERIMETER SETBACKS:	
FRONT = 25'	
REAR = 25'	
SIDE = 8'	
PROPOSED IMPERVIOUS AREA (AS SHOWN)	
DRIVES/PARKING = 92,982 SF	
TOWNHOME LOTS = 212,042 SF	
SIDEWALKS = 510 SF	
DUMPSTERS = 358 SF	
TOTAL = 305,892 SF	
%IMPERVIOUS = 50%	

PARKING DATA	
PARKING 2 SPCS PER UNIT	
ONE IN AND ONE OUT OF GARAGE	
UNIT SPACES	270 SPACES
COMMUNITY SPACES	27 SPACES
TOTAL PARKING SPACES 297 SPACES	

LOT BUILT UPON AREA	
LOTS 9-32, 55-76, 116-135	= 1,600 SF
LOTS 1-8, 33-54, 77-115	= 1,900 SF

- NOTES**
- SITE DRAINS TO TOWN CREEK. WATER CLASSIFICATION SC PART OF THE WHITE OAK RIVER BASIN.
 - THERE ARE NO SURFACE WATERS, PROTECTED VEGETATED SETBACKS, OR PROTECTED RIPARIAN BUFFERS LOCATED ON THE PROPERTY.
 - EASEMENTS TO BE PROVIDED FOR ALL UTILITIES, INGRESS, EGRESS AND STORMWATER. SEE PRELIMINARY PLAN.
 - BOUNDARY TAKEN FROM MB31 PG794 AND DB1645 PG208 AS RECORDED IN THE CARTERET COUNTY REGISTER OF DEEDS ENTITLED RECOMBINATION SURVEY 22.53 ACRES TO BE RECOMBINED FOR THE TOWN OF BEAUFORT. 4 SISTERS-00 LLC AND COW, LLC SURVEYED BY WILLIAM C. GODFREY JR. PLS WITH RIVERS & ASSOCIATES, INC DATED 11/12/2009.
 - SPOT ELEVATIONS TAKEN FROM MAP ENTITLED BOUNDARY AND PARTIAL TOPOGRAPHIC SURVEY FOR CRAIG SOUZA ON PROPERTY IN THE NAME OF TOWN OF BEAUFORT AND SURVEYED BY JAMES I. PHILLIPS III, PLS WITH JAMES I. PHILLIPS LAND SURVEYING DATED 3/13/2019. ALL ELEVATIONS ARE NAVD 1988.
 - TOPOGRAPHY COMPUTER GENERATED BY THE CULLIPHER GROUP PA USING SPOT ELEVATIONS FROM SURVEY REFERENCED ABOVE.
 - PLAN NOT FOR RECORDING. ALL STAKING AND LOT INFORMATION/DIMENSIONS TO BE VERIFIED BY A PROFESSIONAL LAND SURVEYOR.
 - ALL DRIVEWAYS ARE MINIMUM 10' X 20' EXCEPT FOR LOTS 33 & 40 (SEE PLAN)
 - REFUSE COLLECTION = DUMPSTERS (PREFERRED); POSSIBLY ROLL-OUT CARTS AS APPROVED BY GFL.
 - ALL STORMWATER FEATURES INCLUDING: STORM DRAINS, CATCH BASINS, DRAINAGE SWALES, DITCHES AND STORMWATER PONDS SHALL BE MANAGED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION. THE TOWN OF BEAUFORT IS NOT RESPONSIBLE FOR ITS MAINTENANCE.

NO WETLANDS EXIST ONSITE

REVISIONS:

No.	BY	DATE	DESCRIPTION
1	RD	5/4/24	Revised dimensions

SITE PLAN

THE TOWNS AT LIVE OAK

BEAUFORT TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA

CLIENT: 1809, LLC
 ADDRESS: 710 ARENDELL STREET, SUITE 201
 MOREHEAD CITY, NC 28557
 PHONE: 252-725-5375

DESIGNED: RDC/GYT
 DRAWN: RDC/GYT
 CHECKED: RDC
 APPROVED: RDC
 DATE: 4/24/24
 SCALE: 1" = 50'

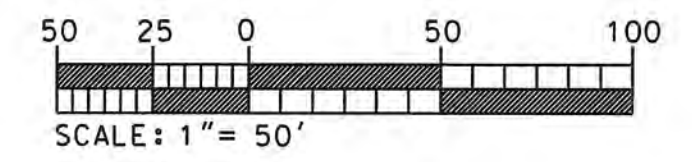
THE CULLIPHER GROUP, P.A.
 ENGINEERING & SURVEYING SERVICES
 151A HIGHWAY 24
 MOREHEAD CITY, N.C. 28557
 LICENSE NO. C-4482
 (252) 773-0090
 RONALD D. CULLIPHER P.E.

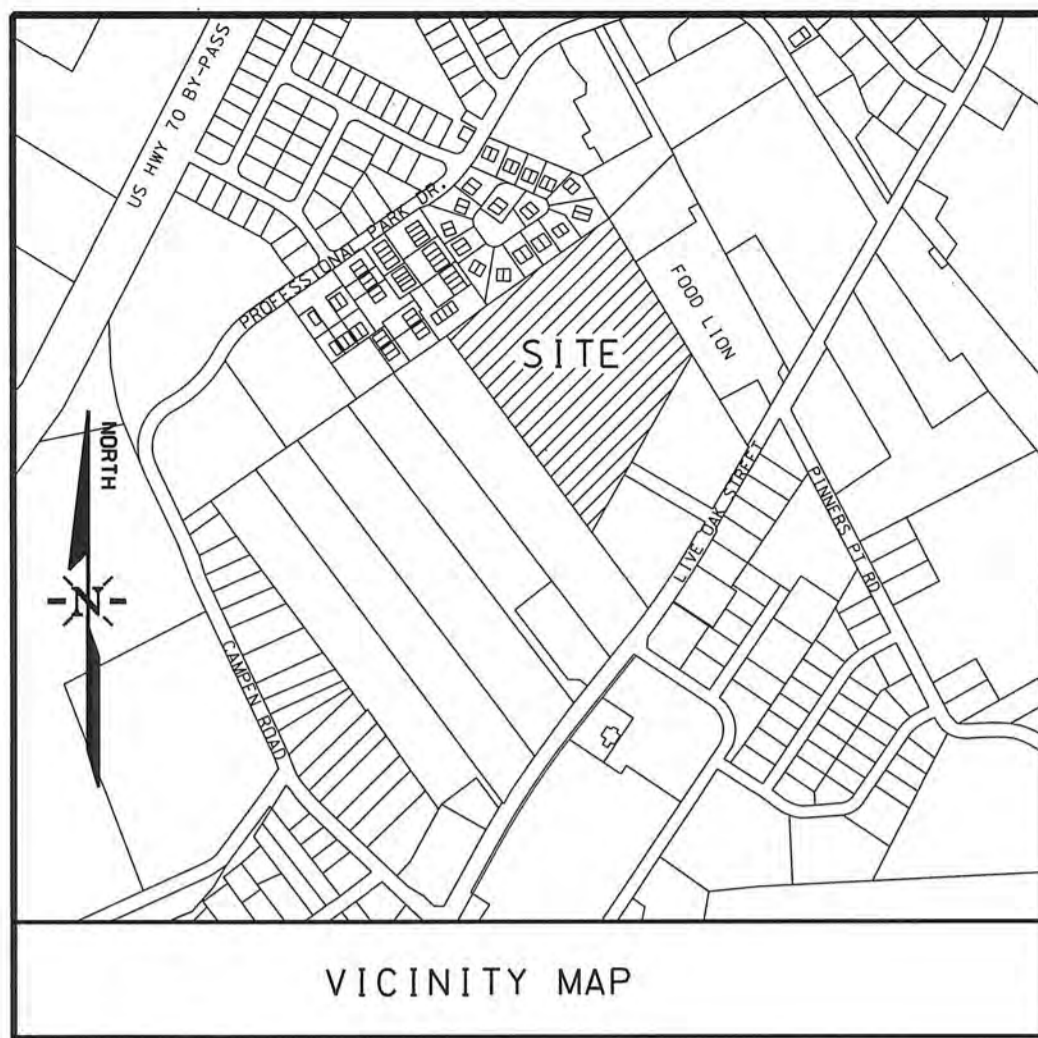
LEGEND

A	- ARC LENGTH	FT	- FEET
AC	- ACRE	GV	- GATE VALVE
ABC	- AGGREGATE BASE	INV	- INVERT
BCSC	- BITUMINOUS CONCRETE SURFACE COURSE	LF	- LINEAR FEET
BLDG	- BUILDING	MAX	- MAXIMUM
BRG	- BEARING	MBL	- MINIMUM BUILDING LINE
CB	- CATCH BASIN	MH	- MANHOLE
CF	- CUBIC FEET	MIN	- MINIMUM
CL	- CENTERLINE	N/F	- NOW OR FORMERLY
DR	- DRIVE	NTS	- NOT TO SCALE
DI	- DROP INLET	PBO	- PERMANENT BLOW OFF
DIP	- DUCTILE IRON PIPE	R	- RADIUS
EL	- ELEVATION	RCP	- REINFORCED CONCRETE PIPE
EIR	- EX. IRON ROD	R/W	- RIGHT-OF-WAY
EOP	- EDGE OF PAVEMENT	SDMH	- STORMDRAIN MANHOLE
EX	- EXISTING	SH	- SHEET
FE	- FINISHED ELEVATION	SIR	- SET IRON ROD
FES	- FLARED END SECTION	STA	- STATION
FF	- FINISHED FLOOR	TC	- TOP OF CURB
FH	- FIRE HYDRANT	TSW	- TOP OF SIDEWALK
FM	- FORCEMAIN	TYP	- TYPICAL

—SF—	SILT FENCE	⊙	ROCK DOUGHNUT
—X—	LANDSCAPE POND FENCE	⬆	FIRE HYDRANT
-10-	EXISTING CONTOURS	⬆	TRAFFIC FLOW
-12-	PROPOSED CONTOURS	⊙	STOP SIGN
	PROPOSED WATER LINE		
— —	PROPOSED SEWER FM		
— —	LAND DISTURBANCE LIMITS		
— —	DIVERSION DITCH		
▨	UTILITY, DRAINAGE & STORMWATER EASEMENTS		
▨	CONCRETE		
BSL	STREET LIGHT, DUKE ENERGY P.O. SHEETBOX #105 LUMENS, 50 WATTS, 20' HEIGHT		

SHEET # C1.0
 PROJECT #: PM3040
 DESIGN FILE #: PM3040 CONSTRUCTION.DGN





Code	Special Characteristics Key	Code	Special Characteristics Key
Auf	Autumn flowering	S	Stately
AW	Attracts wildlife	SF	Spring flowering
D	Drought tolerant	ST	Salt tolerant
E	Evergreen	Suf	Summer flowering
F	Fragrant	TW	Tolerates wet areas
FC	Fall color	W	Resistant to wind damage
LL	Long-lived	WI	Winter interest
LM	Low maintenance	WK	Weak wood
S	Stately	YLI	Year-long interest

Common Name	Botanical Name	Special Characteristics*
American beauty berry	<i>Callicarpa Americana</i>	FC, SF-white, fuchsia berries in fall, AW
Bear grass	<i>Yucca filamentosa</i>	E, SF-white, ST, AW
Cabbage palmetto**	<i>Sabal palmetto</i>	E, ST, W
Carolina allspice	<i>Lindera benzoin</i>	FC, SF-white, berries, AW, F
Coastal, dwarf azalea	<i>Rhododendron atlanticum</i>	SF-white, F, TW
Dahoon (holly)	<i>Ilex cassine</i>	E, SF-white, red berries, AW
Dwarf Yaupon Holly	<i>Ilex vomitoria</i>	E, SF-white, red berries, AW, culinary/leaves (tea)
Fetterbush, tuccothos	<i>Leucothoe axillaris</i>	E, SF-white, AW
Fringe tree, old man's beard	<i>Chionanthus virginicus</i>	FC, SF-white
Groundsel tree	<i>Baccharis halimifolia</i>	E, FC-white
Heart's-a-bustin'	<i>Euonymus americanus</i>	SF-white, striking fruit, WI
High bush blueberry	<i>Vaccinium corymbosum</i>	FC, very early SF-white, AW
Hydrangea	<i>Hydrangea sp.</i>	Suf-white, WI, ST
Inkberry holly	<i>Ilex glabra</i>	E, SF-white, berries, AW
Lyonia, fetterbush	<i>Lyonia lucida</i>	E, SF-pink, AW
New Jersey tea	<i>Ceanothus americanus</i>	SF-white, TW, AW
Red chokeberry	<i>Sorbus arbutifolia</i>	FC, SF-white/pink, AW, F
Smooth sumac**	<i>Rhus glabra</i>	FA, Suf-white, AW
Spanish dagger	<i>Yucca aloifolia</i>	E, Suf-white, ST, AW
St. John's wort	<i>Hypericum perforatum</i>	Suf-yellow
Sweet gum	<i>Rhododendron viscosum</i>	SF-white, TW
Swamp rose	<i>Rosa palustris</i>	Suf-pink, winter red hips, AW, TW
Sweet pepper bush	<i>Clethra alnifolia</i>	FC, Suf-white, AW, ST
Sweet shrub**	<i>Calycanthus floridus</i>	SF-maroon, F
Virginia sweet spire	<i>Itea virginica</i>	FC, SF-white, AW, F
Wax myrtle (myrtle)	<i>Myrica cerifera</i>	E, ST, AW, leaves fragrant
Wild azalea	<i>Rhododendron nudiflorum</i>	SF & Suf-white/pink, TW
Winter berry, black elder	<i>Ilex verticillata</i>	Red berries, AW, TW
Witch hazel	<i>Cornus florida</i>	FC, SF-white
Yaupon holly	<i>Ilex vomitoria</i>	E, SF-white, TW

Common Name	Botanical Name	Special Characteristics*
Georgia fever tree (rare)	<i>Pithecellobium bicolor</i>	Suf-pink, YLI
Loblolly bay	<i>Gordonia lasiantha</i>	Suf-white, TW, F, semi-E
Persimmon	<i>Diospyros virginiana</i>	SF-white, edible fruit
Possum haw	<i>Ilex decidua</i>	SF-white, AW, WI
Red buckeye	<i>Aesculus pavia</i>	Suf-Red
Redbud	<i>Cercis canadensis</i>	FC, FC-deep pink
Sourwood	<i>Ostrya virginiana</i>	Early SF-pink/white
Tea olive	<i>Osmanthus americanus</i>	E, SF-white, ST, F
Titi, leatherwood	<i>Cyrilla racemiflora</i>	FC, Suf-white
Wax myrtle	<i>Myrica cerifera</i>	E, fast growing, AW, fragrant leaves
Witch hazel	<i>Hamamelis virginiana</i>	FC, early SF-orange/yellow
Yaupon holly	<i>Ilex vomitoria</i>	E, W-red berries, SF-white, culinary/leaves (tea), dwarf varieties up to 10'

Common Name	Botanical Name	Special Characteristics*
Black cherry	<i>Prunus serotina</i>	SF-white, AW
Carolina cherry laurel	<i>Prunus caroliniana</i>	E, SF-white
Dogwood	<i>Cornus florida</i>	SF-white, YLI
Eastern red cedar	<i>Juniperus virginiana</i>	E, LM
Margaretta or Post oak	<i>Quercus margaretta</i>	AW
Pawpaw	<i>Asimina triloba</i>	SF-maroon, edible fruit
Red bay	<i>Persea borbonica</i>	E, fragrant culinary leaves
Sassafras	<i>Sassafras albidum</i>	FC, SF-yellow, culinary
Sourwood	<i>Oxydendrum arboreum</i>	FC, Suf-white, YLI
Sweet Bay magnolia	<i>Magnolia virginiana</i>	SF-white, F, semi-E

Common Name	Botanical Name	Special Characteristics*
American holly	<i>Ilex opaca</i>	E, SF-white, YLI
Bald cypress	<i>Taxodium distichum</i>	FC, LL, TW
Laurel oak	<i>Quercus laurifolia</i>	E, LL, S, AW
Live oak	<i>Quercus virginiana</i>	E, LL, S, AW
Longleaf pine	<i>Pinus palustris</i>	E, large attractive pinecones
Pond Cypress	<i>Taxodium ascendens</i>	FC, LL, TW
Red Maple	<i>Acer rubrum</i>	FC, SF-red
Southern magnolia	<i>Magnolia grandiflora</i>	E, late SF-white, F
Southern red oak	<i>Quercus falcata</i>	AW, TW
Sweet gum	<i>Liquidambar styraciflua</i>	FC, fruitless variety available
Sycamore	<i>Platanus occidentalis</i>	Exfoliating bark
Tulip poplar	<i>Liriodendron tulipifera</i>	Late SF-yellow
Tupelo, black gum	<i>Nyssa sylvatica</i>	FC, M, TW, used in decoys
Water oak	<i>Quercus nigra</i>	AW

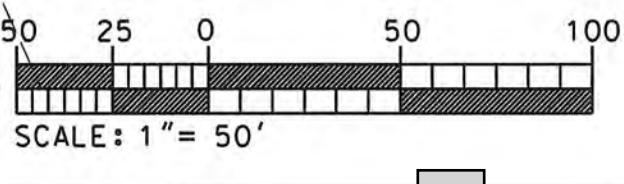
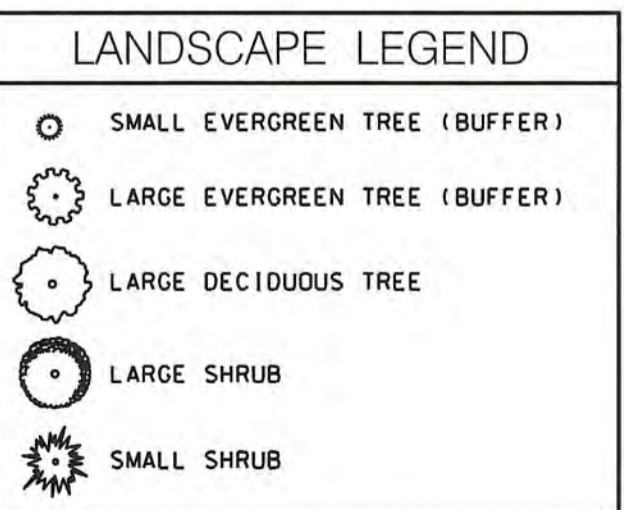
LANDSCAPING AND BUFFER YARD NOTES

TYPE "A" BUFFER YARD REQUIREMENTS:
 FOUR LARGE EVERGREEN TREES AND SIX SMALL EVERGREEN TREES PER 100 LF
 NUMBER OF TREES REQUIRED FOR 1267 LF OF 10' WIDE BUFFER
 LARGE EVERGREEN TREES = 51
 SMALL EVERGREEN TREES = 76
 6' TALL OPAQUE FENCE

TYPE "B" BUFFER YARD REQUIREMENTS:
 TWO LARGE EVERGREEN TREES AND THREE SMALL EVERGREEN TREES PER 100 LF
 NUMBER OF TREES REQUIRED FOR 418 LF OF 10' WIDE BUFFER
 LARGE EVERGREEN TREES = 8
 SMALL EVERGREEN TREES = 13
 3' TALL OPAQUE FENCE

GROUND COVER IN LANDSCAPE AREAS WILL CONSIST OF MULCH OR PINE STRAW.
 REFER TO TABLES IN THIS SHEET FOR REQUIRED NUMBER OF PLANTINGS
 AND APPROVED PLANTINGS LIST PER TOWN OF BEAUFORT RULES

SHEET # C1.1
 PROJECT #: PM3040
 DESIGN FILE #: PM3040 CONSTRUCTION.DGN



VAA CALCULATIONS		
REQUIRED LANDSCAPING AREA OF VAAS:	92,982 SF	EXEMPTIONS FOR LANDSCAPING (YES/NO)
1. INCLUDING PARKING SPACES, DRIVEWAYS, LOADING AREAS, PARKING ISLES, AND OTHER CIRCULATION AREAS AND NOT INCLUDING BUILDING AREA OR ANY AREA WHICH WILL REMAIN COMPLETELY UNDEVELOPED. CALCULATE		19. A MINIMUM OF 30% OF THE PARKING IS PROVIDED IN THE SIDE OR REAR OF THE BUILDING. NO
2. REQUIRED LANDSCAPING PERCENTAGE:	12%	20. VAAS ARE DISTINCTLY DIVIDED INTO SMALLER UNITS (EACH LESS THAN 25,000 FT.2). YES
3. FOR REQUIRED LANDSCAPING AREA, MULTIPLY LINE 1 BY LINE 2.	11,158 SF	21. STORM WATER DETENTION POND IS INCORPORATED WITH THE LANDSCAPING ELEMENTS. NO
4. INTERIOR LANDSCAPING PERCENTAGE =	50%	22. A MINIMUM OF 20% OF THE TOTAL VAAS ARE PAVED USING PAVING GRIDS. NO
5. FOR THE REQUIRED LANDSCAPING IN THE INTERIOR OF THE VAA, MULTIPLY LINE 3 AND LINE 4.	5,579 SF	23. TOTAL NUMBER OF BOXES CHECKED IN LINES 19 THROUGH 22: 1
6. EXISTING LANDSCAPING AREA, IF ANY, TO BE RETAINED IN AND AROUND THE VAA.	0 SF	24. REDUCTION MULTIPLIER: MULTIPLY LINE 23 BY 0.05 (5% REDUCTION IN REQUIRED LANDSCAPING) 0.05
7. LANDSCAPE AREA REQUIRED = LANDSCAPE AREA PROVIDED =	11,158 SF / 15,866 SF	ADDITIONAL EXEMPTIONS (YES/NO)
IMPERVIOUS SURFACE RATIO (ISR)		25. STREET TREES PLANTED AT A RATE OF 1 PER 30' OF STREET. NO
8. TOTAL AMOUNT OF IMPERVIOUS SURFACE AREA ON THE LOT INCLUDING BUILDING AREA, PARKING SPACES, DRIVEWAYS, LOADING AREAS, PARKING AISLES, AND OTHER CIRCULATION AREAS AND NOT INCLUDING ANY AREA WHICH WILL REMAIN COMPLETELY UNDEVELOPED.	305,892 SF	26. EVERGREEN SHRUBS SCREEN VAAS FROM ADJACENT LOTS AND STREET RIGHTS-OF-WAY. NO
9. TOTAL DEVELOPMENT IMPACT AREA (DO NOT INCLUDE AREAS IN WETLANDS OR FLOOD PLAINS)	611,292 SF	27. ADEQUATE PROVISIONS HAVE BEEN MADE FOR PEDESTRIAN AND BIKE TRAFFIC BY INSTALLING WALKWAYS, BIKEWAYS, BICYCLE PARKING, AND OTHER SIMILAR FACILITIES WITHIN THE VAAS. NO
10. IMPERVIOUS SURFACE RATIO (ISR) =	50.04%	28. TOTAL NUMBER OF BOXES CHECKED IN LINES 25-27: 0
11. INCLUDING PARKING SPACES, DRIVEWAYS, LOADING AREAS, PARKING AISLES, AND OTHER CIRCULATION AREAS AND NOT INCLUDING BUILDING AREA OR ANY AREA WHICH WILL REMAIN COMPLETELY UNDEVELOPED. CALCULATE THE SQUARE FOOTAGE OF THE VAA.	92,982 SF	29. REDUCTION IN LANDSCAPING: MULTIPLY LINE 28 BY 0.1 (10% REDUCTION IN REQUIRED LANDSCAPING) 0
IMPERVIOUS SURFACE INTENSITY (ISI)		30. TOTAL EXEMPTIONS - ADD LINE 24 & LINE 29: 0.05
Table B-1 ISI Categories		REDUCTION IN LANDSCAPING
ImperVIOUS Surface Ratio (ISR)	ImperVIOUS Surface Intensity (ISI)	31. FOR THE REDUCTION IN THE NUMBER OF DECIDUOUS TREES REQUIRED, MULTIPLY LINE 17 AND LINE 30: 1 Trees
0.86 - 1.0%	High	32. FOR THE REDUCTION IN THE NUMBER OF SHRUBS REQUIRED, MULTIPLY LINE 18 AND LINE 30: 4.9 Shrubs
0.70 - 0.85%	Moderately High	
0.41 - 0.69%	Moderate	
0.40% and below	Low	
REQUIRED VAA LANDSCAPING CALCULATIONS:		TOTAL LANDSCAPING REQUIRED
12. DECIDUOUS TREES NEEDED (USE ISR FROM LINE 11 ABOVE TO DETERMINE ISI RATIO):	19 Trees	33. LARGE DECIDUOUS TREES 19 Trees
13. SHRUBS NEEDED (USE ISR FROM LINE 11 ABOVE TO DETERMINE ISI RATIO):	93 Shrubs	34. LARGE SHRUBS 38 Shrubs
14. IS THE AMOUNT OF PARKING MORE THAN WHAT IS PRESCRIBED IN SECTION 13? YES		35. SMALL SHRUBS 56 Shrubs
15. FOR EXTRA TREES REQUIRED, MULTIPLY LINE 12 BY 0.05:	0.95 Trees	
16. FOR EXTRA SHRUBS REQUIRED, MULTIPLY LINE 13 BY 0.05:	4.65 Shrubs	
17. SUBTOTAL (DECIDUOUS TREES) ADD LINE 12 & LINE 15:	20 Trees	
18. SUBTOTAL (SHRUBS) ADD LINE 13 & LINE 16:	98 Shrubs	

ADDITIONAL DETENTION POND LANDSCAPING

PER THE TOWN OF BEAUFORT'S LAND DEVELOPMENT ORDINANCE

A. FENCING AROUND PONDS SHALL BE FOUR FEET (4') IN HEIGHT. IT SHALL BE A STEEL OR ALUMINUM CHAIN LINK FENCE WITH BLACK OR GREEN VINYL COATING. ALL FENCES SHALL PROVIDE SECURABLE ENTRANCES/EXITS TO ALL OF THE SIDES OF THE FENCE TO ALLOW ACCESS FOR MAINTENANCE PERSONNEL AND EQUIPMENT AND TO PROVIDE FOR THE SAFETY OF CITIZENS.

B. LANDSCAPING REQUIREMENTS

1. SHRUBS REQUIRED:
 EXCEPT FOR FENCE ENTRANCES, SHRUBS SHALL BE PROVIDED AROUND THE PERIMETER OF THE REQUIRED FENCE TO SCREEN FIFTY PERCENT (50%) OF THE FENCE AT MATURITY. THE REQUIRED SHRUBS SHALL BE MAINTAINED AT A HEIGHT OF FOUR FEET (4'). THE PARTICULAR VARIETY OF SHRUB(S) TO BE USED TO SATISFY THIS REQUIREMENT SHOULD COME FROM THOSE LISTED AS TOLERANT OF WET CONDITIONS SHOWN IN THE TABLE ON THIS SHEET OR SHOULD OTHERWISE BE APPROVED IN WRITING BY THE TOWN.

2. TREES REQUIRED:
 LARGE OR MEDIUM TREES SHALL BE PLACED OUTSIDE THE REQUIRED FENCING AT A RATE OF ONE PER FIFTY LINEAR FEET OF FENCING AROUND THE POND. THE PARTICULAR VARIETY OF LARGE OR MEDIUM TREE(S) TO BE USED TO SATISFY THIS REQUIREMENT SHOULD COME FROM THOSE LISTED AS TOLERANT OF WET CONDITIONS SHOWN IN THE TABLE ON THIS SHEET, OR SHOULD OTHERWISE BE APPROVED IN WRITING BY THE TOWN.

REVISIONS:

No.	BY	DATE	DESCRIPTION
1	RD	5/6/24	TOWN COMMENTS

OWNER N/F
 LIVE OAK 1809 LLC
 NCPIN 730612962791000
 DB. 1645 P.208
 MB.31 P.794

BUFFERING & LANDSCAPE PLAN

THE TOWNS AT LIVE OAK

BEAUFORT TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA

CLIENT: 1809, LLC
 ADDRESS: 710 ARENDELL STREET, SUITE 201
 MOREHEAD CITY, NC 28557
 PHONE: 252-725-5375

DESIGNED: RDC/GYT
 DRAWN: RDC/GYT
 CHECKED: RDC
 APPROVED: RDC

THE CULLIPHER GROUP, P.A.
 ENGINEERING & SURVEYING SERVICES
 151A HIGHWAY 24
 MORRISVILLE, N.C. 28557
 (252) 773-0090 LICENSE NO. C-4482

DATE: 4/24/24
 SCALE: 1" = 50'

RONALD D. CULLIPHER P.E.

COLOR VERSION OF BUFFERING AND LANDSCAPE PLAN
 PRELIMINARY NOT FOR CONSTRUCTION

OWNER N/F
MERCER BUILDING & DESIGN INC
NCPIN 73061285867000
DB.1147 P.390
ZONED TCA

OWNER N/F
MERCER BUILDING & DESIGN INC
NCPIN 73061285867000
DB.1147 P.390
ZONED TCA

OWNER N/F
PALMETTO PLACE OWNERS ASSOC.
NCPIN 73061281910000
DB.1197 P.250
ZONED TCA

OWNER N/F
PALMETTO PLACE OWNERS ASSOC.
NCPIN 730612819149000
DB.1197 P.250
ZONED TCA

10' WIDE TYPE "A" BUFFER
6' OPADUE FENCE AND
NUMBER OF TREES PER 100 LF:
1 LARGE EVERGREEN TREES
6 SMALL EVERGREEN TREES
SEE APPROVED LIST (SEE C1.1)

OWNER N/F
PALMETTO PLACE OWNERS ASSOC.
NCPIN 73061281225000
DB.1197 P.250
ZONED TCA

OWNER N/F
PALMETTO PLACE OWNERS ASSOC.
NCPIN 73061281230000
DB.1197 P.250
ZONED TCA

OWNER N/F
PALMETTO PLACE OWNERS ASSOC.
NCPIN 73061281319000
DB.1197 P.250
ZONED TCA

OWNER N/F
PALMETTO PLACE OWNERS ASSOC.
NCPIN 730608974569000
DB.1232 P.412
ZONED TCA

OWNER N/F
GIBBS, GEORGE F. ETAL
NCPIN 730612960207000
DB.86 P.170
ZONED R-20

OWNER N/F
TOWN OF BEAUFORT
NCPIN 730612869934000
DB.165 P.208
ZONED PUD

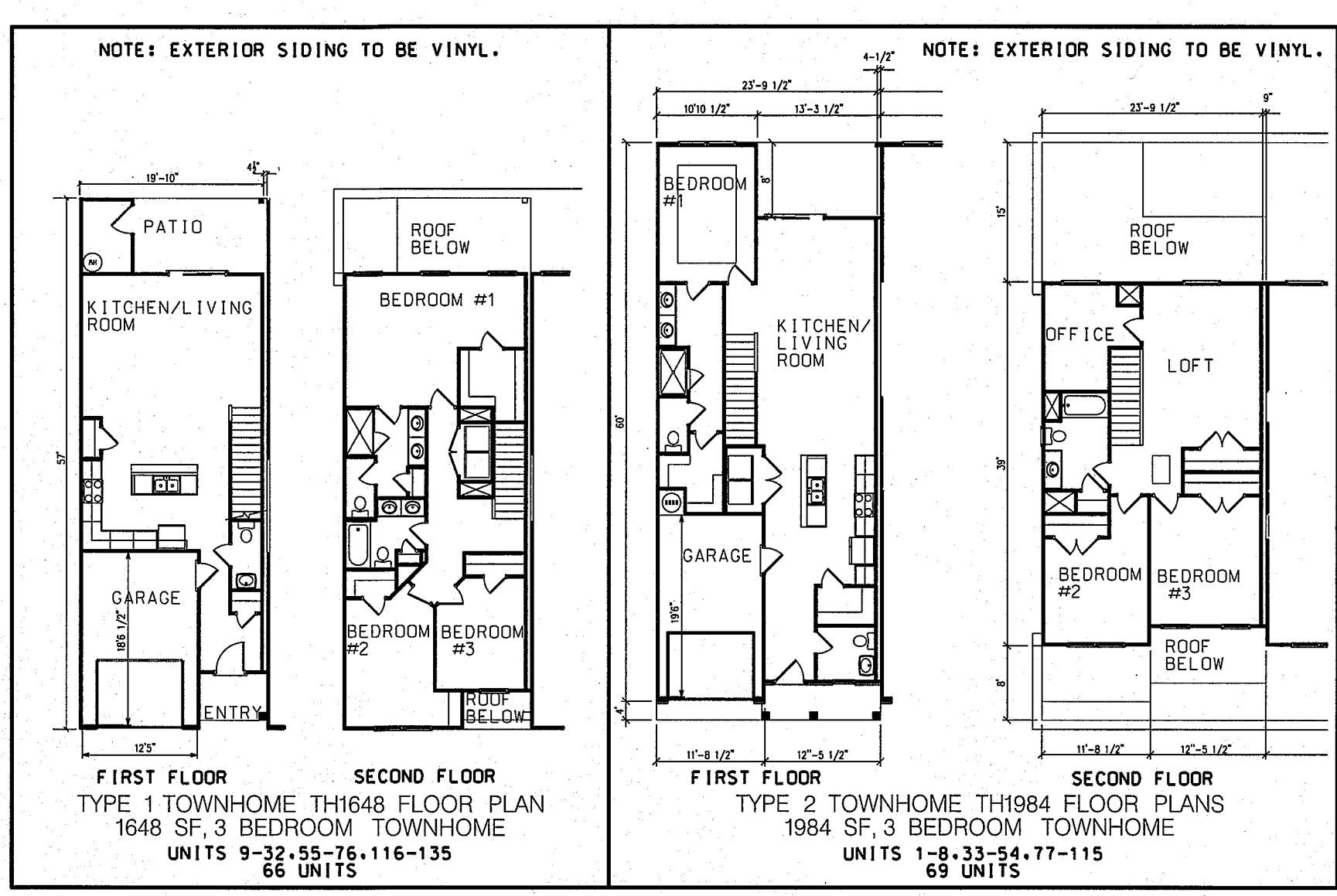
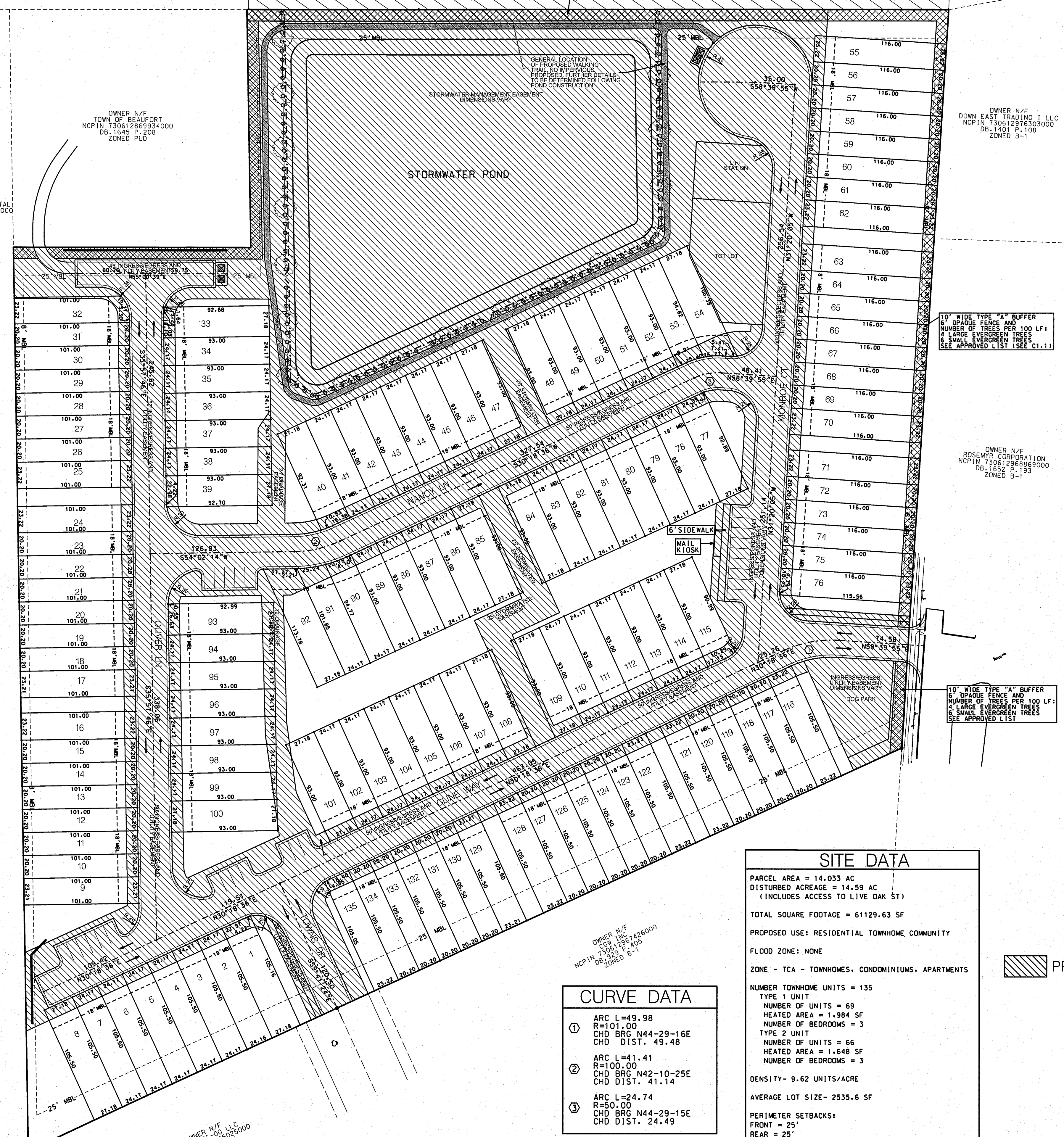
OWNER N/F
DOWN EAST TRADING I LLC
NCPIN 730612976303000
DB.1401 P.108
ZONED B-1

OWNER N/F
ROSEMYR CORPORATION
NCPIN 730612968669000
DB.165 P.153
ZONED B-1

10' WIDE TYPE "A" BUFFER
6' OPADUE FENCE AND
NUMBER OF TREES PER 100 LF:
1 LARGE EVERGREEN TREES
6 SMALL EVERGREEN TREES
SEE APPROVED LIST



VICINITY MAP



- NOTES**
- SITE DRAINS TO TOWN CREEK. WATER CLASSIFICATION SC PART OF THE WHITE OAK RIVER BASIN.
 - THERE ARE NO SURFACE WATERS, PROTECTED VEGETATED SETBACKS, OR PROTECTED RIPARIAN BUFFERS LOCATED ON THE PROPERTY.
 - EASEMENTS TO BE PROVIDED FOR ALL UTILITIES, INGRESS, EGRESS AND STORMWATER. SEE PRELIMINARY PLAT.
 - BOUNDARY TAKEN FROM MB31 PG794 AND DB1645 PG208 AS RECORDED IN THE CARTERET COUNTY REGISTER OF DEEDS ENTITLED RECOMBINATION SURVEY 22.53 ACRES TO BE RECOMBINED FOR THE TOWN OF BEAUFORT. 4 SISTERS-00 LLC AND COW, LLC SURVEYED BY WILLIAM C. GODFREY JR. PLS WITH RIVERS & ASSOCIATES, INC DATED 11/12/2009.
 - SPOT ELEVATIONS TAKEN FROM MAP ENTITLED BOUNDARY AND PARTIAL TOPOGRAPHIC SURVEY FOR CRAIG SOUZA ON PROPERTY IN THE NAME OF TOWN OF BEAUFORT AND SURVEYED BY JAMES I. PHILLIPS III, PLS WITH JAMES I. PHILLIPS LAND SURVEYING DATED 3/13/2019. ALL ELEVATIONS ARE NAVD 1988.
 - TOPOGRAPHY COMPUTER GENERATED BY THE CULLIPHER GROUP PA USING SPOT ELEVATIONS FROM SURVEY REFERENCED ABOVE.
 - PLAT NOT FOR RECORDING. ALL STAKING AND LOT INFORMATION/DIMENSIONS TO BE VERIFIED BY A PROFESSIONAL LAND SURVEYOR.
 - ALL DRIVEWAYS ARE MINIMUM 10' X 20' EXCEPT FOR LOTS 32.33 & 40 (SEE PLAN)
 - REFUSE COLLECTION = DUMPSTERS (PREFERRED); POSSIBLY ROLL-OUT CARTS AS APPROVED BY GFL.
 - ALL STORMWATER FEATURES INCLUDING: STORM DRAINS, CATCH BASINS, DRAINAGE SWALES, DITCHES AND STORMWATER PONDS SHALL BE MANAGED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION. THE TOWN OF BEAUFORT IS NOT RESPONSIBLE FOR ITS MAINTENANCE.

REVISIONS:

NO.	BY	DATE	DESCRIPTION

LEGEND

A	ARC LENGTH	FT	FEET
AC	ACRE	GV	GATE VALVE
ABC	AGGREGATE BASE COURSE	INV	INVERT
BCSC	BITUMINOUS CONCRETE SURFACE COURSE	LF	LINEAR FEET
BLOC	BUILDING	MBL	MINIMUM BUILDING LINE
BRC	BEARING	MM	MANHOLE
CB	CATCH BASIN	MIN	MINIMUM
CF	CUBIC FEET	N/F	NOW OR FORMERLY
CL	CENTERLINE	NTS	NOT TO SCALE
DR	DRIVE	O.C.	ON CENTER
DJ	DROP INLET	PBD	PERMANENT BLOW OFF
DIP	DUCTILE IRON PIPE	R	RADIUS
EL	ELEVATION	RCP	REINFORCED CONCRETE PIPE
ELR	EX. IRON ROD	R/W	RIGHT-OF-WAY
EDP	EDGE OF PAVEMENT	SOMH	STORMWATER MANHOLE
EX	EXISTING	SHT	SHEET
FE	FINISHED ELEVATION	SIR	SET IRON ROD
FES	FLARED END SECTION	STA	STATION
FF	FINISHED FLOOR	TC	TOP OF CURB
FH	FIRE HYDRANT	TSW	TOP OF SIDEWALK
FM	FORCEMAIN	TYP	TYPICAL

—SF	SILT FENCE	ROCK DOUGHNUT
—x	LANDSCAPE POND FENCE	FIRE HYDRANT
—9.5	EXISTING CONTOURS	TRAFFIC FLOW
—12	PROPOSED CONTOURS	STOP SIGN
—(1)	PROPOSED WATERLINE	
—(2)	PROPOSED SEWER FM	
—LD	LAND DISTURBANCE LIMITS	
—(D)	DIVERSION DITCH	
—(S)	PROPOSED UTILITY, DRAINAGE & STORMWATER EASEMENTS	
—(C)	CONCRETE	
SL	STREET LIGHT, DUNE ENERGY PFD SMOKEBY 6105 LUMENS, 50 WATTS, 20' HEIGHT	

CURVE DATA

①	ARC L=49.98 R=101.00 CHD BRG N44-29-16E CHD DIST. 49.48
②	ARC L=41.41 R=100.00 CHD BRG N42-10-25E CHD DIST. 41.14
③	ARC L=24.74 R=50.00 CHD BRG N44-29-15E CHD DIST. 24.49

SITE DATA

PARCEL AREA = 14.033 AC
DISTURBED ACREAGE = 14.59 AC
(INCLUDES ACCESS TO LIVE OAK ST)

TOTAL SQUARE FOOTAGE = 61129.63 SF

PROPOSED USE: RESIDENTIAL TOWNHOME COMMUNITY

FLOOD ZONE: NONE

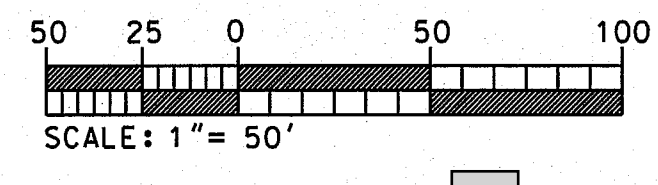
ZONE - TCA - TOWNHOMES, CONDOMINIUMS, APARTMENTS

NUMBER TOWNHOME UNITS = 135
TYPE 1 UNIT
NUMBER OF UNITS = 69
HEATED AREA = 1,984 SF
NUMBER OF BEDROOMS = 3
TYPE 2 UNIT
NUMBER OF UNITS = 66
HEATED AREA = 1,648 SF
NUMBER OF BEDROOMS = 3

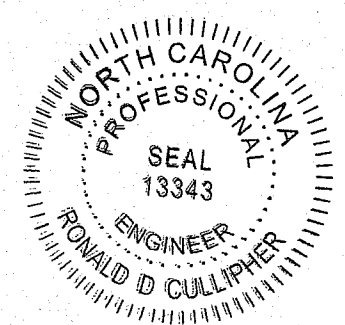
DENSITY - 9.62 UNITS/ACRE

AVERAGE LOT SIZE - 2535.6 SF

PERIMETER SETBACKS:
FRONT = 25'
REAR = 25'
SIDE = 8'



SHEET # C2.0
PROJECT #: PM3040
DESIGN FILE #: PM3040 CONSTRUCTION.DGN



PRELIMINARY PLAT

THE TOWNS AT LIVE OAK

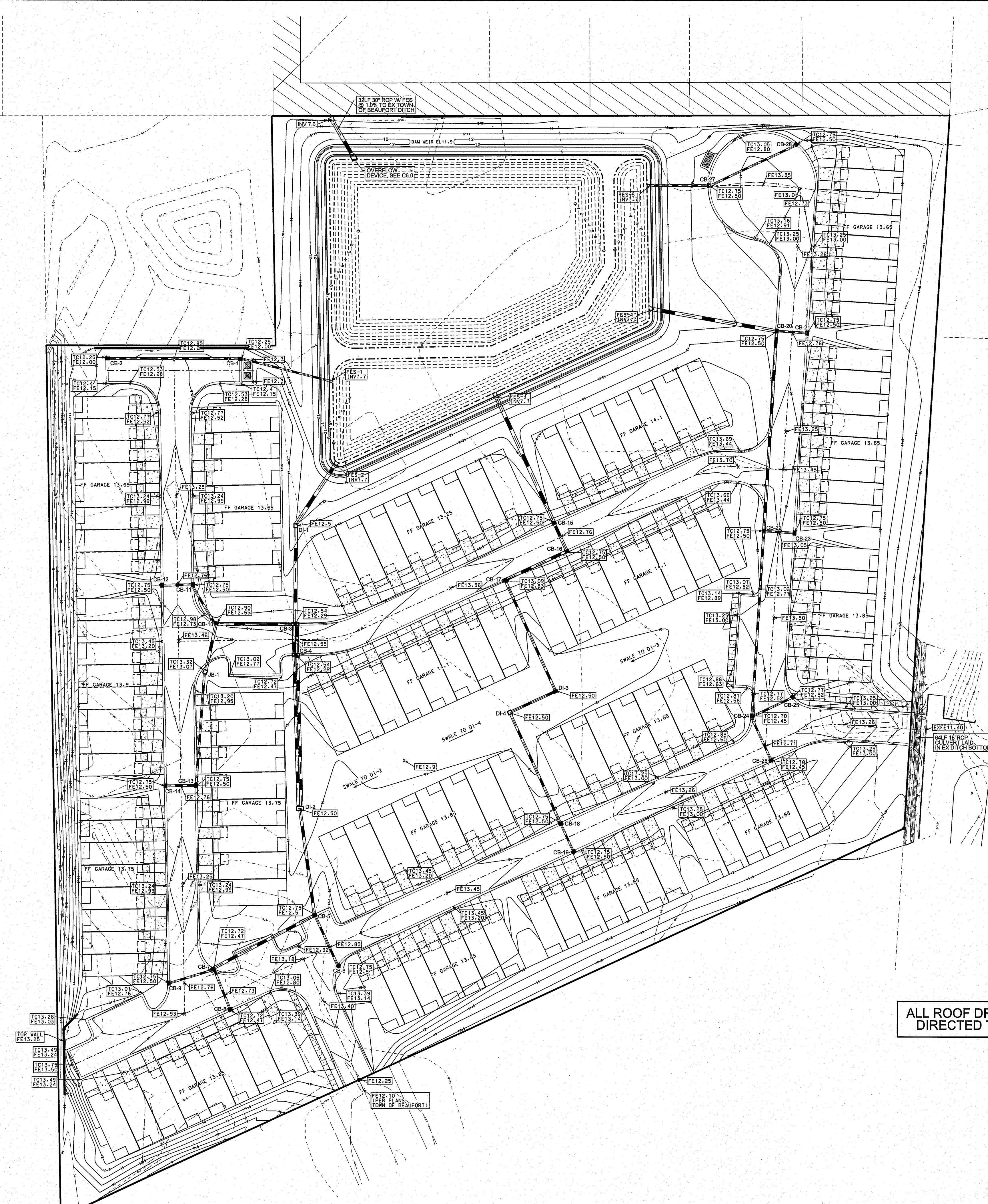
BEAUFORT TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA

CLIENT: 1809, LLC
ADDRESS: 710 ARENDELL STREET, SUITE 201
MOREHEAD CITY, NC 28557
PHONE: 252-725-5375

DESIGNED: RDC/GYT
DRAWN: RDC/GYT
CHECKED: RDC
APPROVED: RDC

DATE: 4/24/24
SCALE: 1" = 50'

THE CULLIPHER GROUP, P.A.
ENGINEERING & SURVEYING SERVICES
151A HIGHWAY 24
NORHEAD CITY, N.C. 28557
(252) 273-0090 LICENSE NO. C-4482
Ronald D. Cullipher 4/24/24
RONALD D. CULLIPHER P.E.



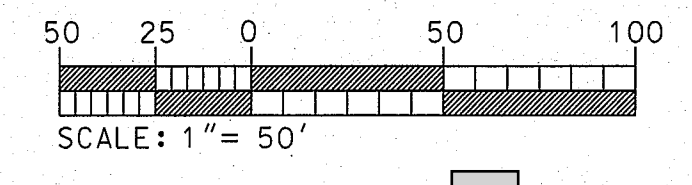
STORM STRUCTURES			
STRUCTURE	TC (HOOD)/GRATE ELEVATION	INV ELEVATION OUT	ADDITIONAL INV ELEVATION
FES-1	-	7.70	-
CB-1	12.25	8.31	-
CB-2	12.25	9.20	-
FES-2	-	7.70	-
DI-1	12.50	8.02	-
CB-3	12.54	8.47	-
CB-4	12.54	8.53	-
DI-2	12.50	8.85	-
CB-5	12.75	9.14	-
CB-6	12.75	9.42	-
CB-7	12.72	9.60	-
CB-8	12.72	9.72	-
CB-9	12.75	9.72	-
CB-10	12.75	8.81	9.23 (18")
CB-11	12.75	9.39	-
CB-12	12.75	9.50	-
JB-1	13.32	8.94	-
CB-13	12.75	9.45	-
CB-14	12.75	9.55	-
FES-3	-	7.70	-
CB-15	12.75	8.07	-
CB-16	12.75	8.21	-
CB-17	13.09	8.45	-
DI-3	12.50	8.89	-
DI-4	12.50	9.07	-
CB-18	12.75	9.45	-
CB-19	12.75	9.55	-
FES-4	-	7.70	-
CB-20	12.75	8.25	9.00 (15")
CB-21	12.75	9.30	-
CB-22	12.75	8.79	-
CB-23	12.75	9.20	-
CB-24	12.70	9.42	-
CB-25	12.77	9.54	-
CB-26	12.70	9.55	-
FES-5	-	7.70	-
CB-27	12.75	8.25	8.65 (15")
CB-28	12.75	9.50	-

PIPE CHART					
UPSTREAM STRUCTURE	DOWNSTREAM STRUCTURE	NUMBER OF PIPES	PIPE DIAMETER (IN)	LENGTH (LF)	SLOPE (%)
CB-1	FES-1	1	15	80	0.76%
CB-2	CB-1	1	15	118	0.75%
DI-1	FES-2	1	30	60	0.53%
CB-3	DI-1	1	30	87	0.52%
CB-4	CB-3	2	24	26	0.23%
DI-2	CB-4	2	24	137	0.23%
CB-5	DI-2	1	24	95	0.30%
CB-6	CB-5	1	18	49	0.57%
CB-7	CB-5	1	18	102	0.45%
CB-8	CB-7	1	18	38	0.32%
CB-9	CB-7	1	15	41	0.30%
CB-10	CB-3	1	24	68	0.50%
CB-11	CB-10	1	18	40	1.48%
CB-12	CB-11	1	18	26	0.42%
JB-1	CB-10	1	24	43	0.30%
CB-13	JB-1	1	18	101	0.50%
CB-14	CB-13	1	15	26	0.38%
CB-15	FES-3	1	30	123	0.30%
CB-16	CB-15	1	24	27	0.52%
CB-17	CB-16	1	24	60	0.40%
DI-3	CB-17	1	24	111	0.40%
DI-4	DI-3	1	24	44	0.41%
CB-18	DI-4	1	18	109	0.35%
CB-19	CB-18	1	15	26	0.38%
CB-20	FES-4	1	30	110	0.50%
CB-21	CB-20	1	15	26	1.15%
CB-22	CB-20	1	24	180	0.30%
CB-23	CB-22	1	15	26	1.58%
CB-24	CB-22	1	18	165	0.38%
CB-25	CB-24	1	15	40	0.30%
CB-26	CB-24	1	15	42	0.31%
CB-27	FES-5	1	18	48	1.15%
CB-28	CB-27	1	15	86	0.99%

REVISIONS:			
No.	BY	DATE	DESCRIPTION

ALL ROOF DRAINAGE TO BE DIRECTED TO THE POND

LEGEND	
A	- ARC LENGTH
AC	- ACRE
ABC	- AGGREGATE BASE COURSE
BCSC	- BITUMINOUS CONCRETE SURFACE COURSE
BLDG	- BUILDING
BRG	- BEARING
CB	- CATCH BASIN
CF	- CURB FEET
CL	- CENTERLINE
DR	- DRIVE
DI	- DROP INLET
DIP	- DUCTILE IRON PIPE ELEVATION
EIR	- EX. IRON ROD
EOP	- EDGE OF PAVEMENT
EX	- EXISTING
FE	- FINISHED ELEVATION
FES	- FLARED END SECTION
FF	- FINISHED FLOOR
FH	- FIRE HYDRANT
FM	- FORCEMAIN
FT	- FEET
GV	- GATE VALVE
INV	- INVERT
LF	- LINEAR FEET
MAX	- MAXIMUM
MBL	- MINIMUM BUILDING LINE
MM	- MANHOLE
MIN	- MINIMUM
N/F	- NOW OR FORMERLY
NTS	- NOT TO SCALE
D.C.	- ON CENTER
PBO	- PERMANENT BLOW OFF
R	- RADIUS
RCP	- REINFORCED CONCRETE PIPE
R/W	- RIGHT-OF-WAY
SDMH	- STORM DRAIN MANHOLE
SH	- SHEET
SIR	- SET IRON ROD
STA	- STATION
TC	- TOP OF CURB
TSW	- TOP OF SIDEWALK
TYP	- TYPICAL
—SF—	SILT FENCE
—X—	LANDSCAPE POND FENCE
+0 - 9.5	EXISTING CONTOURS
-12	PROPOSED CONTOURS
—+—	PROPOSED WATER LINE
—+—	PROPOSED SEWER FM
—LD—	LAND DISTURBANCE LIMITS
—D—	DIVERSION DITCH
—U—	UTILITY, DRAINAGE & STORMWATER EASEMENTS
CONCRETE	CONCRETE
⊙	ROCK DOUGHNUT
⊙	FIRE HYDRANT
⊙	TRAFFIC FLOW
⊙	STOP SIGN
⊙	STREET LIGHT, DUKE ENERGY PED SHEARBOX 6'x9" LUMENS, 50 WATTS, 20' HEIGHT



SHEET # C3.0
 PROJECT #: PM3040
 DESIGN FILE #: PM3040 CONSTRUCTION.DGN

OWNER N/F
 LIVE OAK 1809 LLC
 NCPIN 730612962791000
 DB: 1645 P. 208
 MB: 31 P. 794

GRADING & DRAINAGE PLAN

THE TOWNS AT LIVE OAK

BEAUFORT TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA

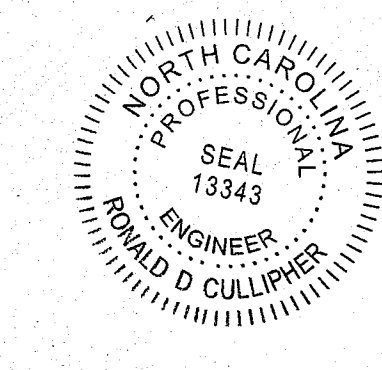
CLIENT: 1809, LLC
 ADDRESS: 710 ARENDELL STREET, SUITE 201
 MOREHEAD CITY, NC 28557
 PHONE: 252-725-5375

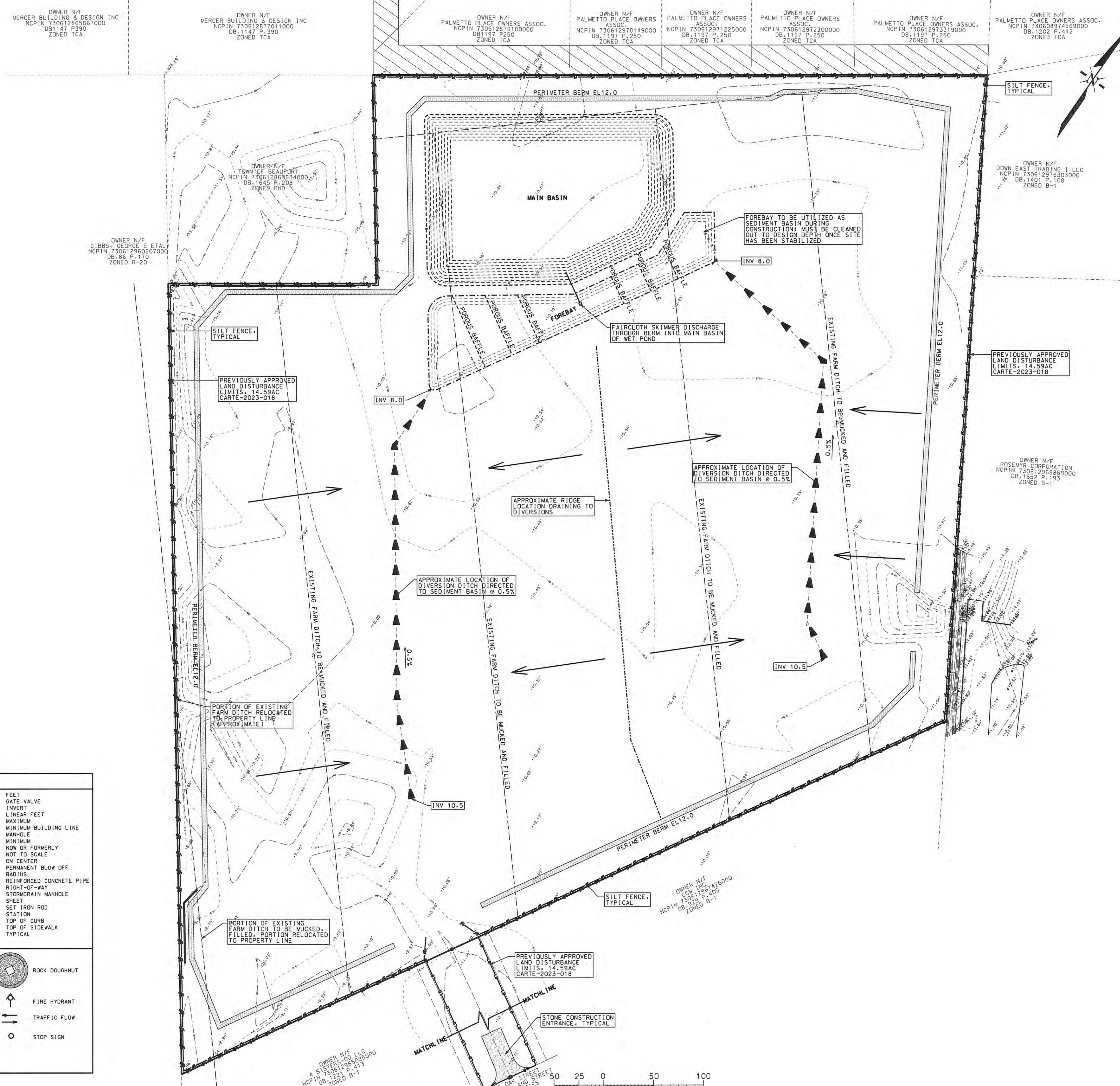
DESIGNED: RDC/GYT
 DRAWN: RDC/GYT
 CHECKED: RDC
 APPROVED: RDC

DATE: 4/24/24
 SCALE: 1" = 50'

THE CULLIPHER GROUP, P.A.
 ENGINEERING & SURVEYING SERVICES
 151A HIGHWAY 24
 MOREHEAD CITY, N.C. 28557
 (252) 729-0090 LICENSE NO. C-4482

Ronald D. Cullipher P.E.





SEED BED PREPARATION

LIME----- 2 TONS/AC
 10-10-10----- 1,000 LBS/AC

SURFACE ROUGHENING: IF RECENT TILLAGE OPERATIONS HAVE RESULTED IN A LOOSE SURFACE- ADDITIONAL ROUGHENING MAY NOT BE REQUIRED EXCEPT TO BREAK UP LARGE CLODS. IF RAINFALL CAUSES THE SURFACE TO BECOME SEALED OR CRUSTED, LOOSEN IT JUST PRIOR TO SEEDING BY DISKING, RAKING OR HARROWING. GROOVE OR FURROW SLOPES STEEPER THAN 3:1 ON THE CONTOUR BEFORE SEEDING.

TEMPORARY SEEDING MIXTURE
 (DECEMBER 1 - APRIL 15)
 RYE (GRAIN)----- 120 LBS/AC
 KOBE LESPEDEZA (SCARIFIED)---50 LBS/AC
 (OMIT ANNUAL LESPEDEZA WHEN DURATION OF TEMPORARY COVER IS NOT TO EXTEND BEYOND JUNE)
 (APRIL 15 - AUGUST 15)
 GERMAN MILLET----- 40 LBS/AC
 (AUGUST 15 - DECEMBER 30)
 RYE (GRAIN)----- 25 LBS/AC
 (IF IT IS NECESSARY TO EXTEND TEMPORARY COVER BEYOND JUNE 15, OVERSEED WITH 50LB/AC KOBE.)

PERMANENT SEEDING MIXTURE
 TALL FESCUE----- 60 LBS/AC
 PENSACOLA BAHIAGRASS----- 50 LBS/AC
 SERICEA LESPEDEZA----- 30 LBS/AC
 KOBE LESPEDEZA----- 10 LBS/AC

1. FROM SEPTEMBER 1 - MARCH 1, USE UNSCARIFIED SERICEA SEED
2. ON POORLY DRAINED SITES OMIT SERICEA AND INCREASE KOBE TO 30 LBS/AC
3. WHERE A NEAT APPEARANCE IS DESIRED, OMIT SERICEA AND INCREASE KOBE TO 40 LBS/AC
4. BETWEEN APRIL 15 AND AUGUST 15, ADD 10 LB/AC GERMAN MILLET OR 15 LB/AC SUDANGRASS. PRIOR TO MAY 1 OR AFTER AUG 15, ADD 25 LB/AC RYE (GRAIN).

PERMANENT SEEDING MIXTURE (SWALES & DITCHES)
 COMMON BERMOGRASS----- 80 LBS/AC

MULCHING
 STRAW/WHEAT, OATS, BARLEY, RYE----- 1-2 TONS/AC (AFTER SEEDING)
 (STRAW QUALITY SHALL BE DRY, UNCHOPPED & UNWEATHERED)
 ASPHALT TACK----- 200 GAL./TON OF MULCH

1. APPLY 4000 LB/AC STRAW. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING, OR A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCH ANCHORING TOOL.
2. A CHANNEL LINING MATERIAL (SEE DETAIL BELOW) SHALL COVER THE BOTTOM OF SWALES & DITCHES. THE LINING SHALL EXTEND ABOVE THE HIGHEST DEPTH OF FLOW WITHIN GIVEN CHANNEL. ON CHANNEL SIDE SLOPES ABOVE THIS HEIGHT APPLY STRAW AS PREVIOUSLY INSTRUCTED.

MAINTENANCE
 IF GROWTH IS LESS THAN FULLY ADEQUATE, REFERTILIZE IN THE SECOND YEAR WITH 500 LB/AC 10-10-10 FERTILIZER. MOW AS NEEDED WHEN SERICEA IS OMITTED FROM THE MIXTURE. RESEED, FERTILIZE AND MULCH DAMAGED AREAS IMMEDIATELY.

SEEDING SCHEDULE

1. A MINIMUM OF 48 HOURS PRIOR TO PHASE 1 LAND DISTURBANCE CONTACT NCDEQ LAND QUALITY SECTION AT 910-796-7215 & THE CULLIPHER GROUP, PA TO SCHEDULE A PRECONSTRUCTION CONFERENCE.
2. INSTALL STONE CONSTRUCTION ENTRANCE.
3. INSTALL SILT FENCING AND PERIMETER BERMS AT LOCATIONS ON THE PLAN.
4. CONSTRUCT DIVERSION DITCHES TO PROPOSED WET POND USED AS TEMPORARY SEDIMENT BASIN.
5. BEGIN EXCAVATING FOREBAY (SEDIMENT BASIN) WITH FLOW CONTROL BARRIERS AND SKIMMER DEVICE.
6. BEGIN FILLING SITE, DRAINING TOWARDS DIVERSION DITCHES WITH EXCAVATED POND MATERIAL FROM BOTH FOREBAY AND MAIN BASIN, IF DETERMINED SUITABLE BY A LICENSED SOIL SCIENTIST OR GEOTECHNICAL ENGINEER.
7. ONCE MASS FILLING AND GRADING IS COMPLETE, SEED AND MULCH ALL AREAS OF DISTURBANCE NOT TO BE PAVED WITHIN 7 DAYS.

CONSTRUCTION SEQUENCE - PHASE 1

SEE SHEET C4.2 FOR DETAILS

REVISIONS:

No.	BY	DATE	DESCRIPTION

OWNER N/F
 LIVE OAK 1809 LLC
 NCPIN 730612962791000
 DB.1645 P.208
 MB.31 P.794

PHASE 1 - EROSION & SEDIMENTATION CONTROL PLAN

THE TOWNS AT LIVE OAK
 BEAUFORT TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA

CLIENT: 1809, LLC
 ADDRESS: 710 ARENDELL STREET, SUITE 201
 MOREHEAD CITY, NC 28557
 PHONE: 252-725-5375

DESIGNED: RDC/GYT
 DRAWN: RDC/GYT
 CHECKED: RDC
 APPROVED: RDC

THE CULLIPHER GROUP, P.A.
 ENGINEERING & SURVEYING SERVICES
 151A HIGHWAY 24
 MOREHEAD CITY, N.C. 28557
 (252) 773-0090 LICENSE NO. C-4482

Ronald D. Cullipher 4/24/24
RONALD D. CULLIPHER P.E.

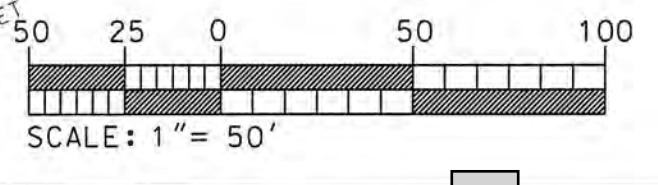


LEGEND

A - ARC LENGTH	FT - FEET	OV - GATE VALVE
AC - ACRE	INV - INVERT	LF - LINEAR FEET
ABC - AGGREGATE BASE COURSE	MAX - MAXIMUM	MBL - MINIMUM BUILDING LINE
BCSC - BITUMINOUS CONCRETE SURFACE COURSE	MIN - MINIMUM	N/P - NOW OR FORMERLY
BLOG - BUILDING	N/S - NOT TO SCALE	O.C. - ON CENTER
BRC - BEARING	PBO - PERMANENT BLOW OFF	R - RADIUS
CB - CATCH BASIN	RCP - REINFORCED CONCRETE PIPE	R/W - RIGHT-OF-WAY
CF - CURB FEET	SDMH - STORMDRAIN MANHOLE	SH - SHEET
CL - CENTERLINE	SIR - SET IRON ROD	STA - STATION
DR - DRIVE	TC - TOP OF CURB	TSW - TOP OF SIDEWALK
D1 - DROP INLET	TSW - TOP OF SIDEWALK	TYP - TYPICAL
DIP - DUCTILE IRON PIPE		
EL - ELEVATION		
EIR - EX. IRON ROD		
EQP - EDGE OF PAVEMENT		
EX - EXISTING		
FE - FINISHED ELEVATION		
FES - FLARED END SECTION		
FF - FINISHED FLOOR		
FN - FIRE HYDRANT		
FM - FORCEMAIN		

SF - SILT FENCE	RD - ROCK DOUGHNUT
X - LANDSCAPE POND FENCE	FD - FIRE HYDRANT
-9.5- - EXISTING CONTOURS	TF - TRAFFIC FLOW
-12- - PROPOSED CONTOURS	OS - STOP SIGN
-1- - PROPOSED WATERLINE	
-L- - PROPOSED SEWER FM	
-LO- - LAND DISTURBANCE LIMITS	
-D-D- - DIVERSION DITCH	
--- - UTILITY, DRAINAGE & STORMWATER EASEMENTS	
--- - CONCRETE	

SHEET # C4.0
 PROJECT #: PM3040
 DESIGN FILE #: PM3040 CONSTRUCTION.DGN



OWNER N/F
MERCER BUILDING & DESIGN INC
NCPIN 730612865867000
DB:1147 P.250
ZONED TCA

OWNER N/F
MERCER BUILDING & DESIGN INC
NCPIN 73061287101000
DB:1147 P.250
ZONED TCA

OWNER N/F
PALMETTO PLACE OWNERS ASSOC.
NCPIN 7306129110000
DB:1197 P.250
ZONED TCA

OWNER N/F
PALMETTO PLACE OWNERS ASSOC.
NCPIN 7306129149000
DB:1197 P.250
ZONED TCA

OWNER N/F
PALMETTO PLACE OWNERS ASSOC.
NCPIN 73061291225000
DB:1197 P.250
ZONED TCA

OWNER N/F
PALMETTO PLACE OWNERS ASSOC.
NCPIN 7306129230000
DB:1197 P.250
ZONED TCA

OWNER N/F
PALMETTO PLACE OWNERS ASSOC.
NCPIN 7306129319000
DB:1197 P.250
ZONED TCA

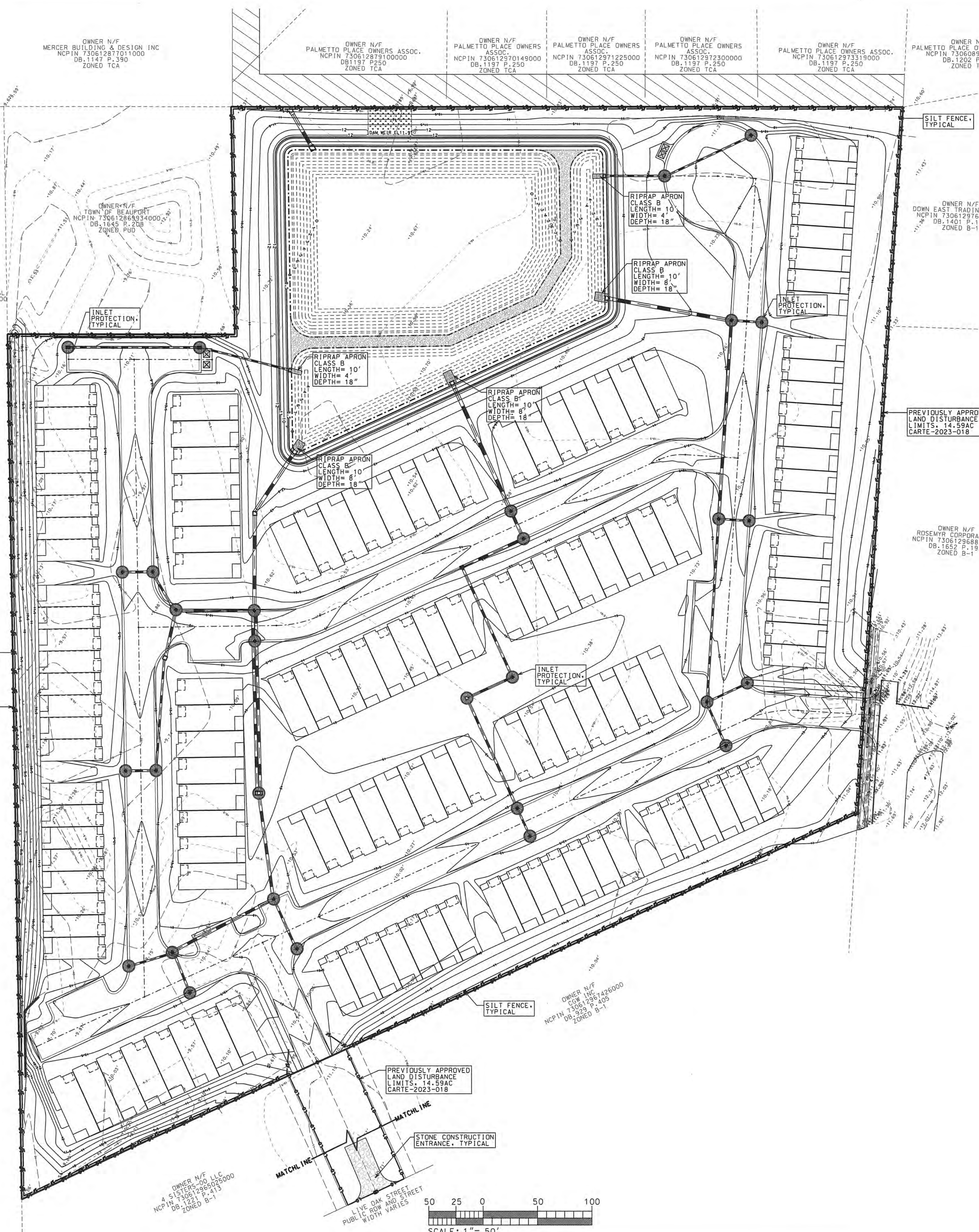
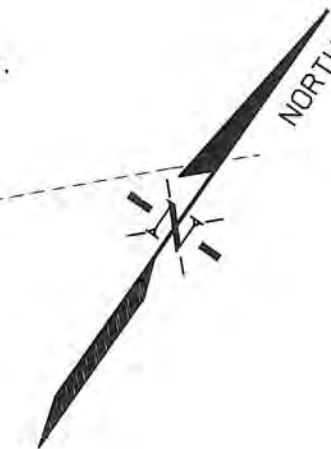
OWNER N/F
PALMETTO PLACE OWNERS ASSOC.
NCPIN 73060874569000
DB:1202 P.412
ZONED TCA

OWNER N/F
GIBBS, GEORGE E ETAL
NCPIN 730612960207000
DB:96 P.170
ZONED R-20

OWNER N/F
TOWN OF BEAUFORT
NCPIN 73061296934000
DB:1645 P.208
ZONED PUB

OWNER N/F
DOWN EAST TRADING I LLC
NCPIN 730612976303000
DB:1401 P.108
ZONED B-1

OWNER N/F
ROSEMYR CORPORATION
NCPIN 73061296889000
DB:1652 P.193
ZONED B-1



1. INSTALL GRAVITY SEWER.
2. INSTALL NETWORK OF STORM DRAIN PIPING AND INLETS INCLUDING INLET PROTECTION.
3. INSTALL OTHER UTILITIES. (WATER, SEWER FORCE MAIN, ELECTRIC, ETC.)
4. FINE GRADE SITE AND BUILDING PADS.
5. FINE GRADE DRIVES AND PARKING AREA. PLACE STONE BASE COURSE.
6. SEED AND MULCH ALL AREAS OF DISTURBANCE NOT TO BE PAVED WITHIN 7 DAYS OF LAND DISTURBANCE.
7. CONSTRUCT BUILDINGS.
8. REMOVE STONE CONSTRUCTION ENTRANCE.
9. PAVE DRIVES AND PARKING AREAS.
10. PERFORM FINAL GRADING, SEED AND MULCH ALL REMAINING DISTURBED AREAS. INSTALL ALL PLANTS PER LANDSCAPING AND POND VEGETATION PLANS.
11. REMOVE SILT FENCE AND REGRADE SEDIMENT BASIN TO PERMITTED DEPTHS.

CONSTRUCTION SEQUENCE - PHASE 2

SEE SHEET C4.2 FOR DETAILS

REVISIONS:

No.	BY	DATE	DESCRIPTION

OWNER N/F
LIVE OAK 1809 LLC
NCPIN 730612962791000
DB:1645 P.208
MB:31 P.794

PHASE 2 - EROSION & SEDIMENTATION CONTROL PLAN

THE TOWNS AT LIVE OAK

BEAUFORT TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA

CLIENT: 1809, LLC
ADDRESS: 710 ARENDELL STREET, SUITE 201
MORHEAD CITY, NC 28557
PHONE: 252-725-5375

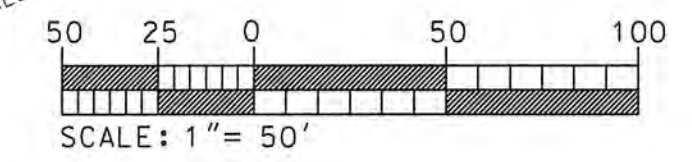
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DRAWN: RDC/GYT
CHECKED: RDC
APPROVED: RDC

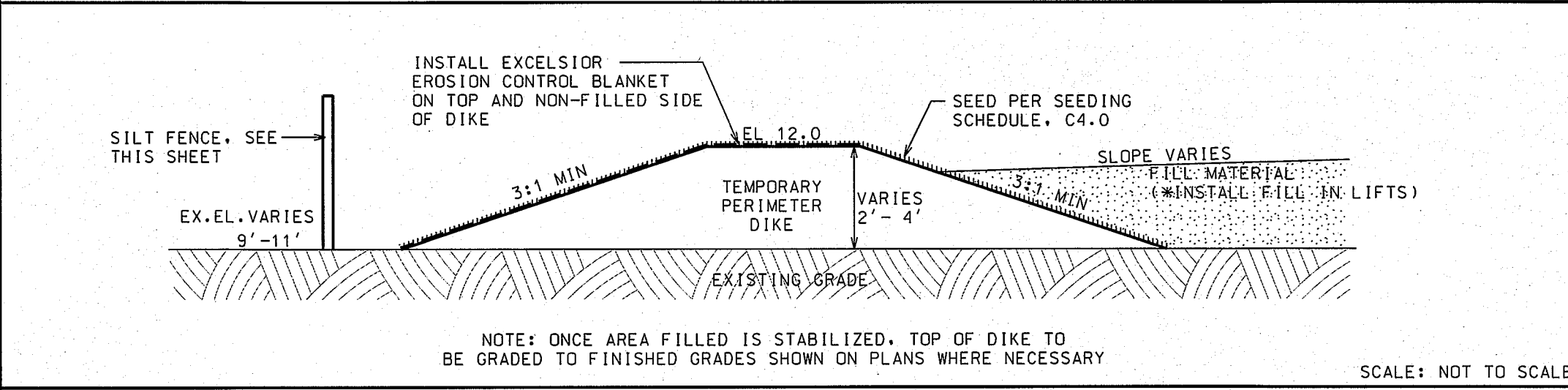
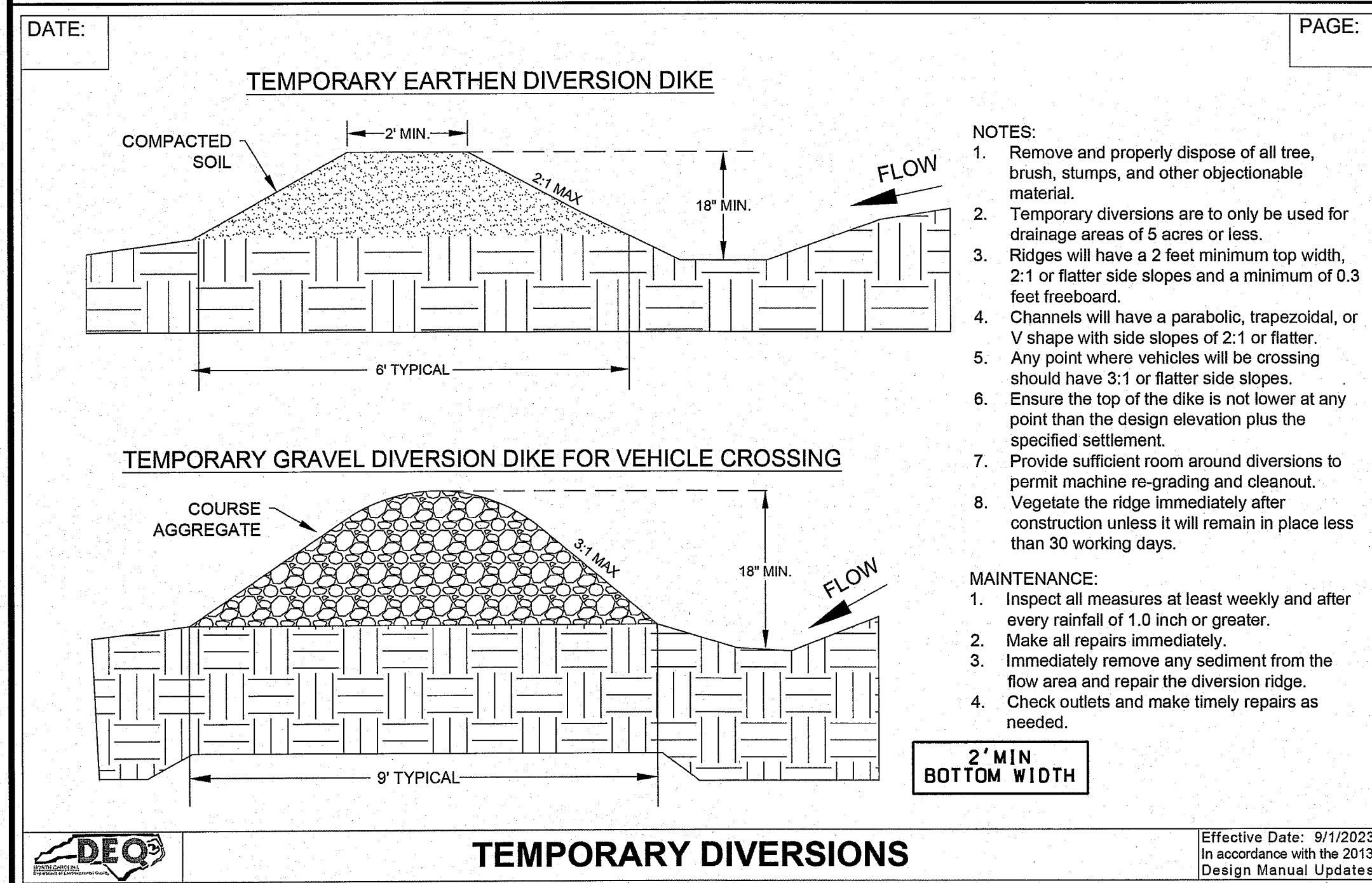
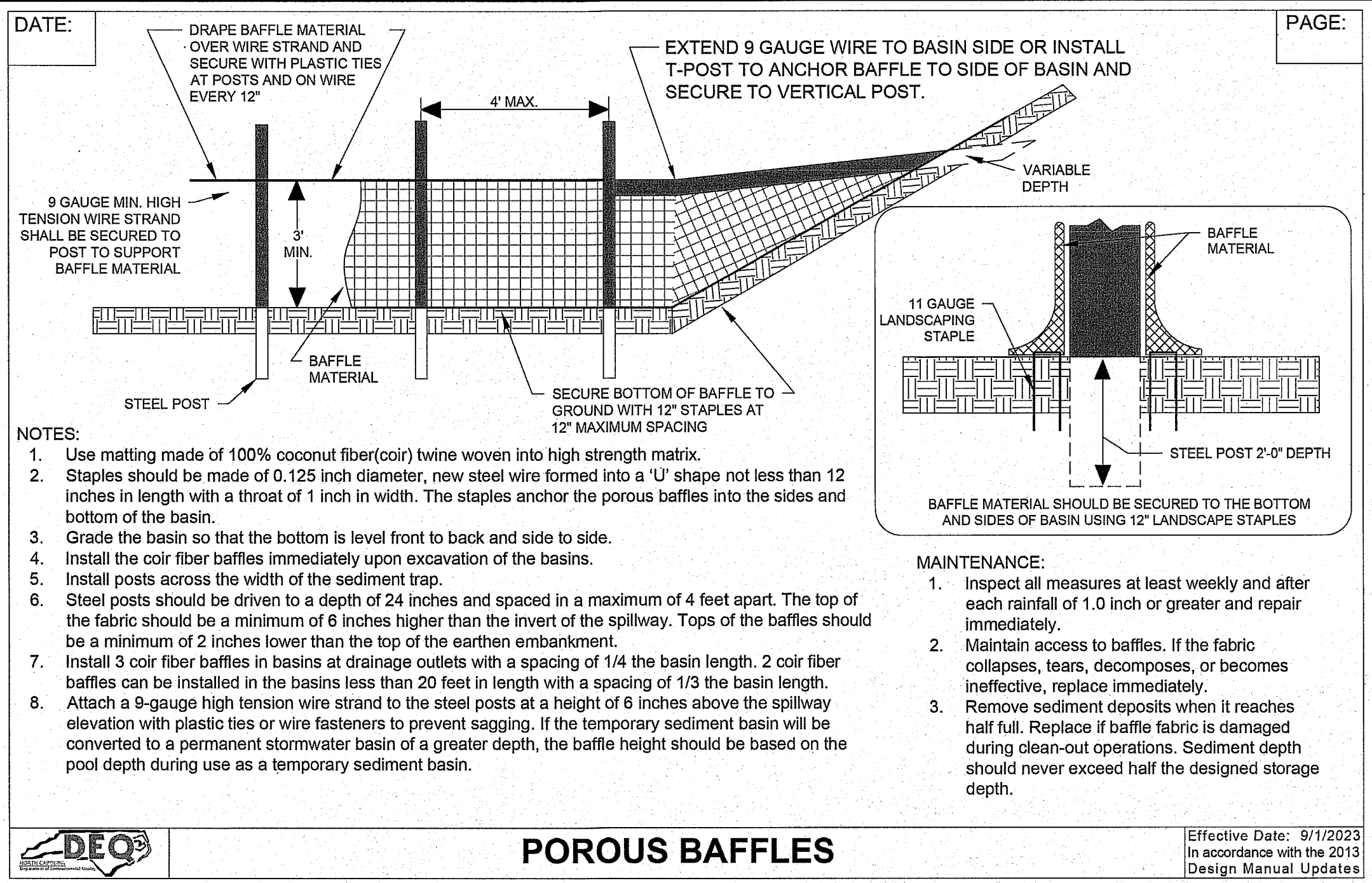
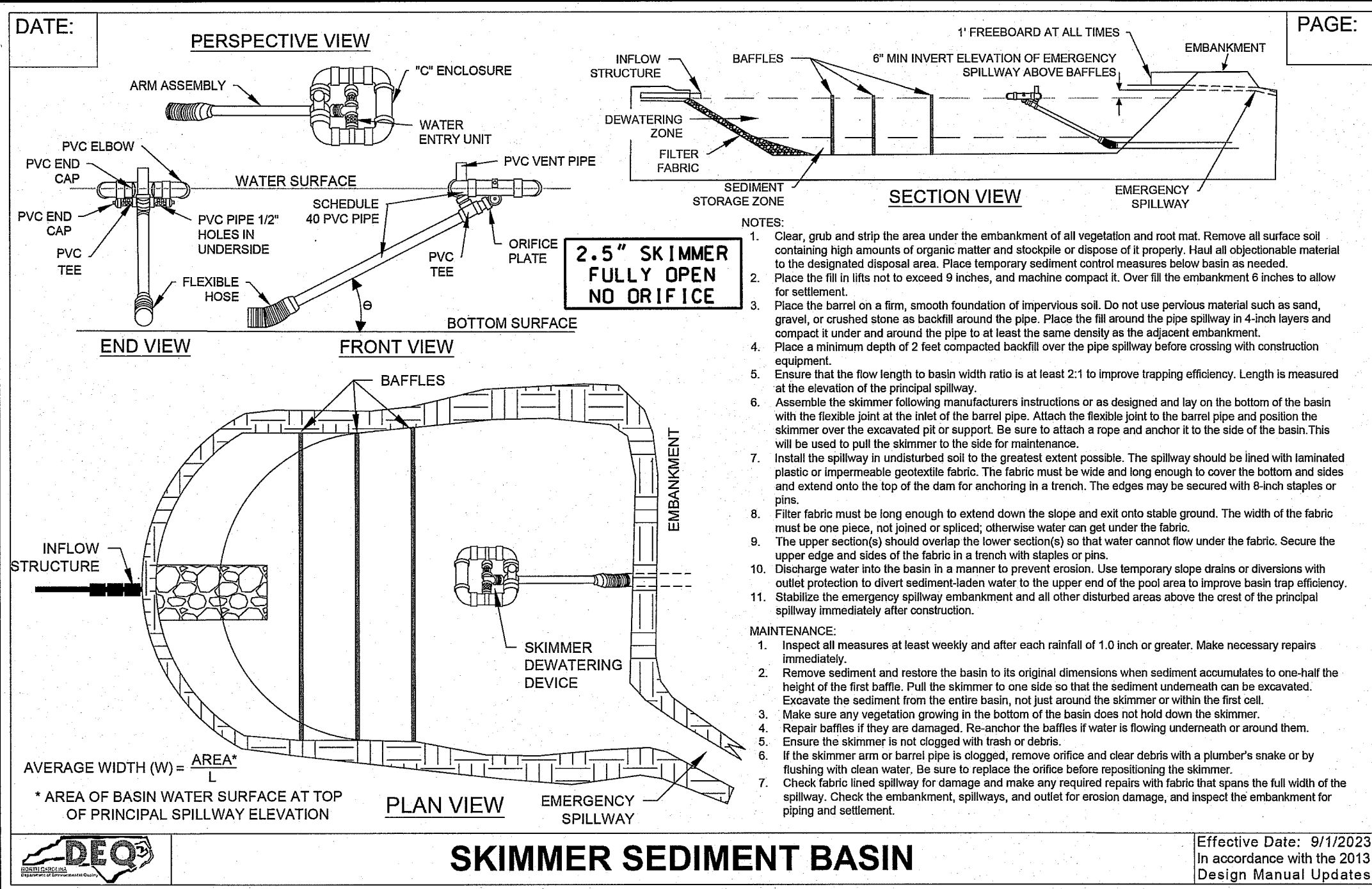
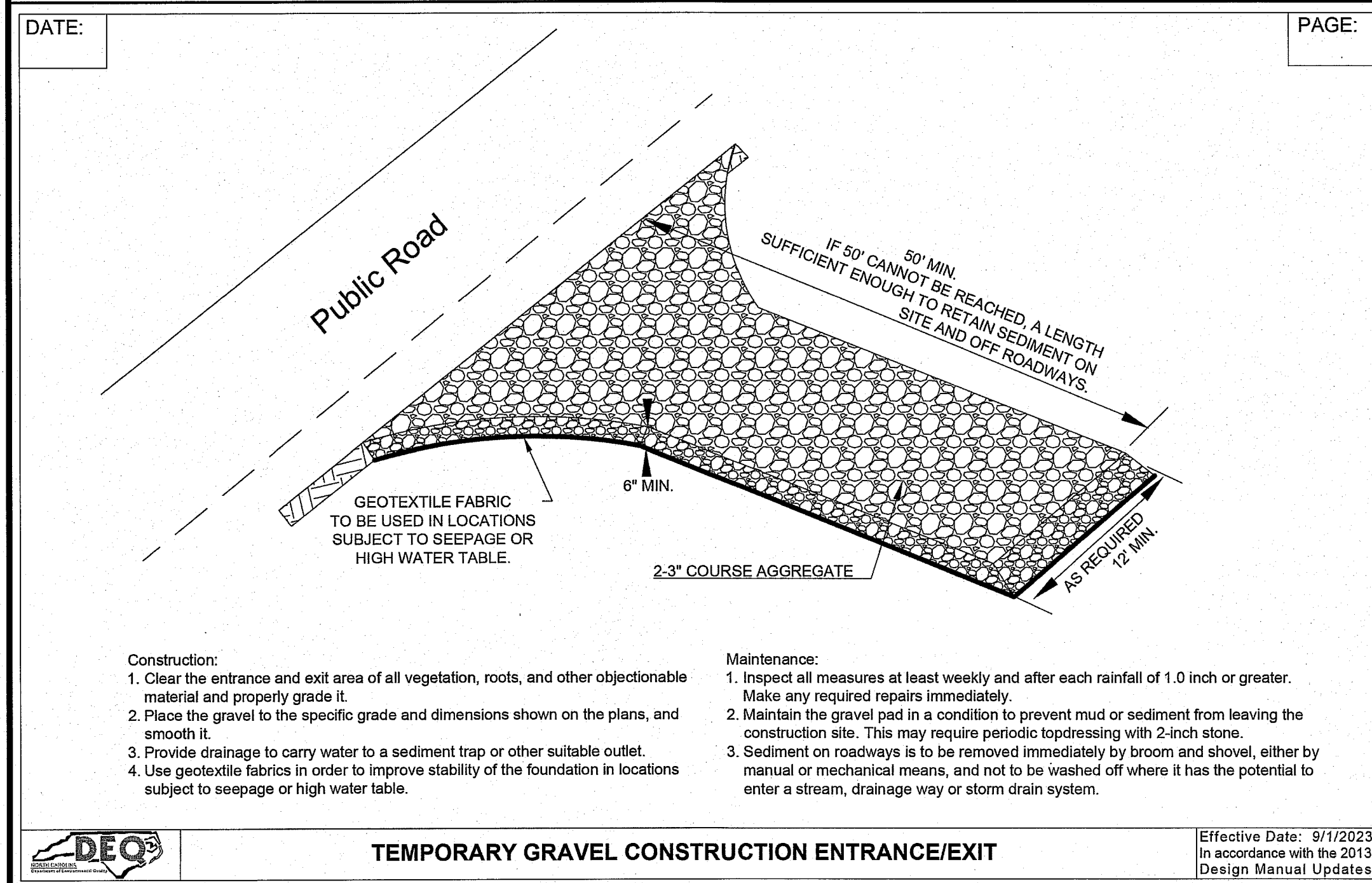
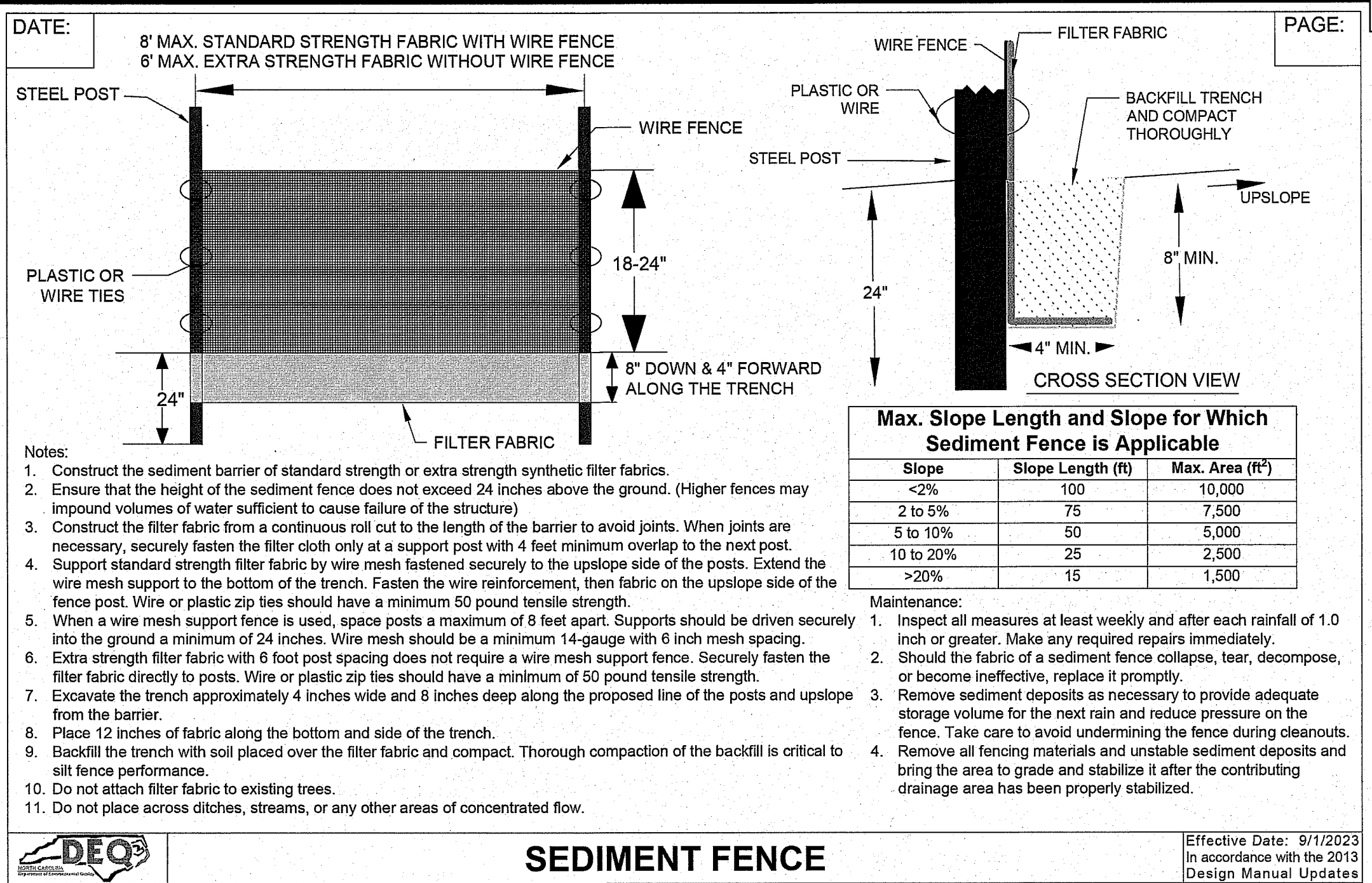
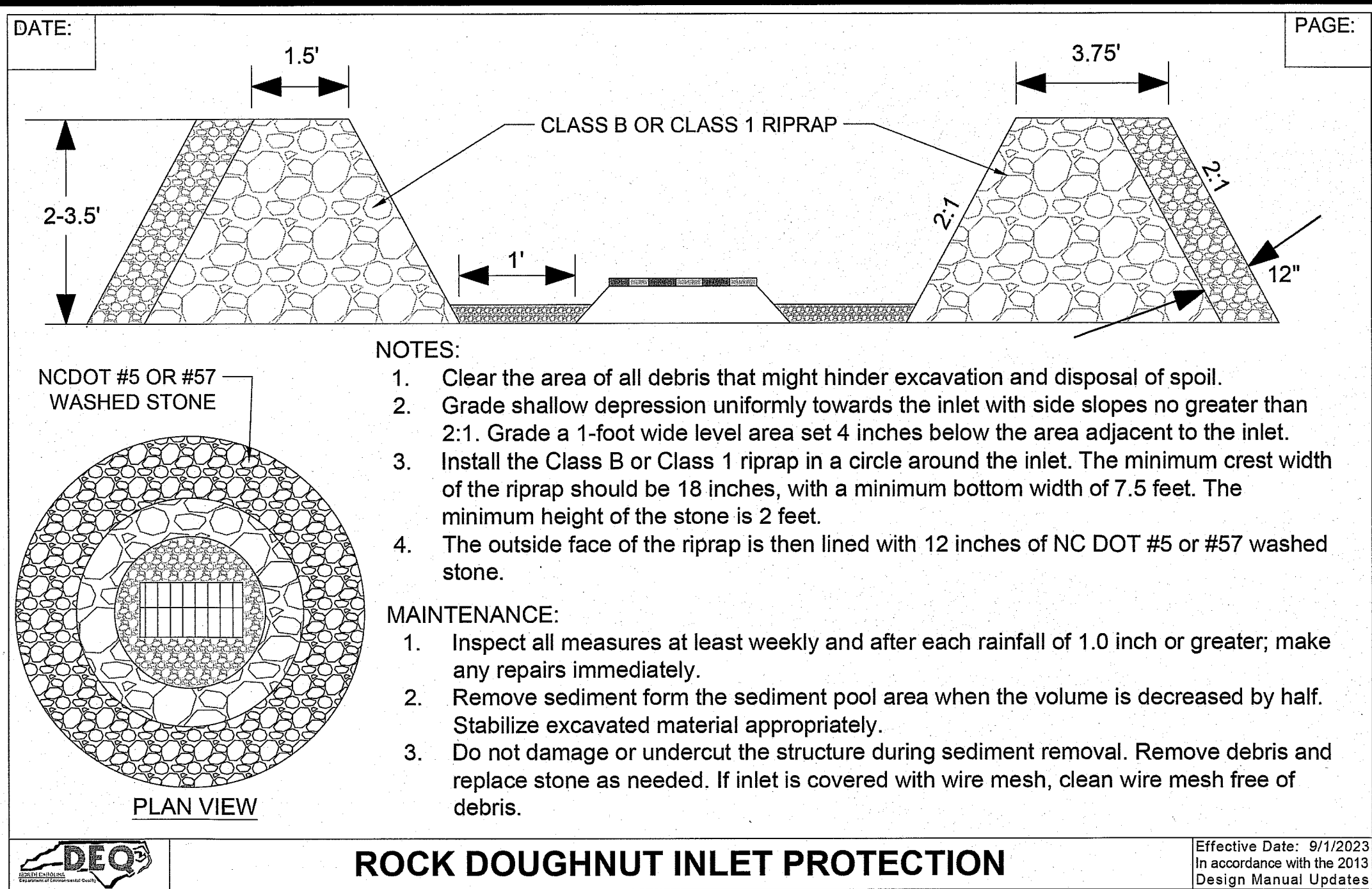
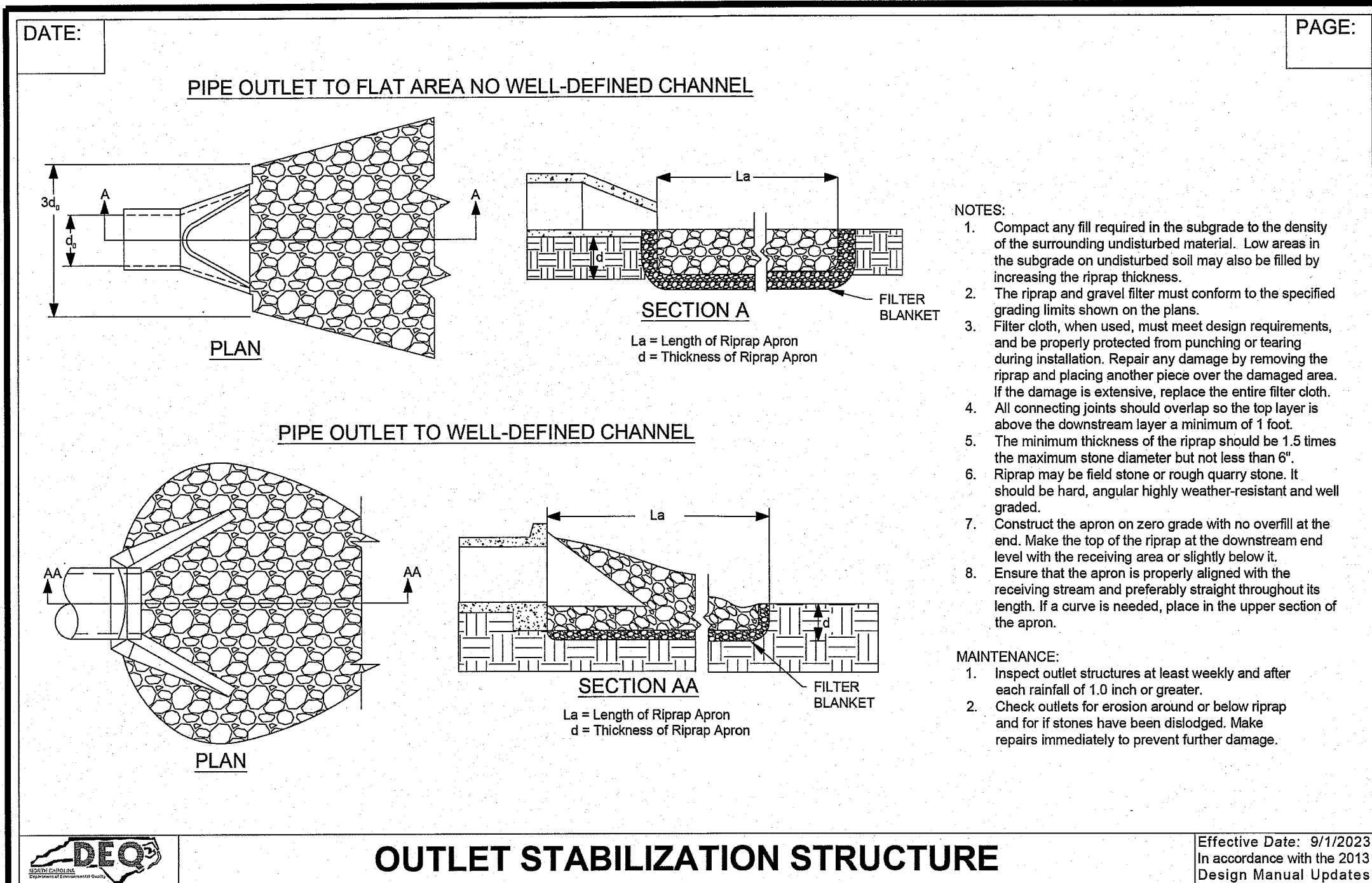
DATE: 4/24/24
SCALE: 1" = 50'

RONALD D. CULLIPHER P.E.

LEGEND	
A	ARC LENGTH
AC	ACRE
ABC	AGGREGATE BASE COURSE
BCSC	BITUMINOUS CONCRETE SURFACE COURSE
BLOG	BUILDING
BRG	BEARING
CB	CATCH BASIN
CF	CUBIC FEET
CL	CENTERLINE
DR	DRIVE
DI	DROP INLET
DIP	DUCTILE IRON PIPE
EL	ELEVATION
EIR	EX. IRON ROD
EQP	EDGE OF PAVEMENT
EX	EXISTING
FE	FINISHED ELEVATION
FES	FLARED END SECTION
FF	FINISHED FLOOR
FH	FIRE HYDRANT
FM	FORCEMAIN
FT	FEET
GV	GATE VALVE
INV	INVERT
LF	LINEAR FEET
MAX	MAXIMUM
MEL	MINIMUM BUILDING LINE
MH	MANHOLE
MIN	MINIMUM
N/F	NOW OR FORMERLY
NTS	NOT TO SCALE
O.C.	ON CENTER
PBO	PERMANENT BLOW OFF
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
SOMH	STORMDRAIN MANHOLE
SH	SHEET
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TC	TOP OF CURB
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—	SILT FENCE
—	LANDSCAPE POND FENCE
-10 -9.5	EXISTING CONTOURS
-12	PROPOSED CONTOURS
—	PROPOSED WATERLINE
—	PROPOSED SEWER FM
—	LAND DISTURBANCE LIMITS
—	DIVERSION DITCH
—	UTILITY DRAINAGE & STORMWATER EASEMENTS
—	CONCRETE
⊙	ROCK DOUGHNUT
⬆	FIRE HYDRANT
→	TRAFFIC FLOW
○	STOP SIGN
⊙	STREET LIGHT, DUKE ENERGY RED SHOEBOX 6100 LUMENS, 50 WATTS, 20' HEIGHT

SHEET # C4.1
PROJECT #: PM3040
DESIGN FILE #: PM3040 CONSTRUCTION.DGN





SHEET # C4.2
PROJECT #: PM3040
DESIGN FILE #: PM3040 CONSTRUCTION.DGN

REVISIONS:

No.	BY	DATE	DESCRIPTION

EROSION CONTROL DETAILS

THE TOWNS AT LIVE OAK

BEAUFORT TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA

CLIENT: 1809, LLC
ADDRESS: 710 ARENDELL STREET, SUITE 201
MOREHEAD CITY, NC 28557
PHONE: 252-725-5375

DESIGNED: RDC/GYT
DRAWN: RDC/GYT
CHECKED: RDC
APPROVED: RDC

DATE: 4/24/24
SCALE: NOT TO SCALE

THE CULLIPHER GROUP, P.A.
ENGINEERING & SURVEYING SERVICES
151A HIGHWAY 24
MOREHEAD CITY, N.C. 28557
(252) 778-0090 LICENSE NO. C-4482

Ronald D. Cullipher, P.E.

GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT

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

SECTION E: GROUND STABILIZATION

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

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

GROUND STABILIZATION SPECIFICATION

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

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

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS

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

EQUIPMENT AND VEHICLE MAINTENANCE

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

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE

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

PAINT AND OTHER LIQUID WASTE

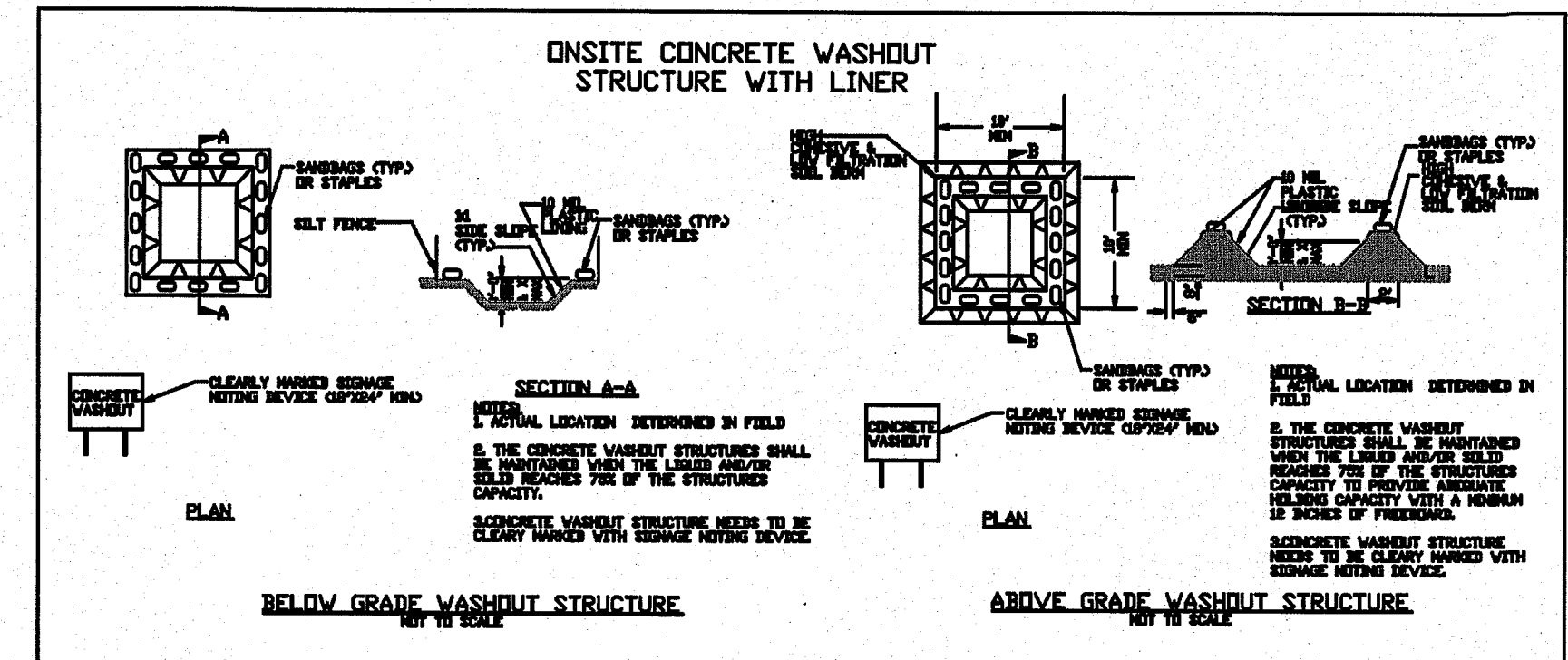
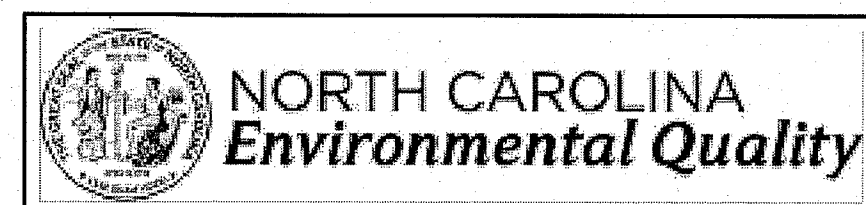
- Do not dump paint and other liquid waste into storm drains, streams or wetlands.
- Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
- Contain liquid wastes in a controlled area.
- Containment must be labeled,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

PORTABLE TOILETS

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

EARTHEN STOCKPILE MANAGEMENT

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



CONCRETE WASHOUTS

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

HERBICIDES, PESTICIDES AND RODENTICIDES

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

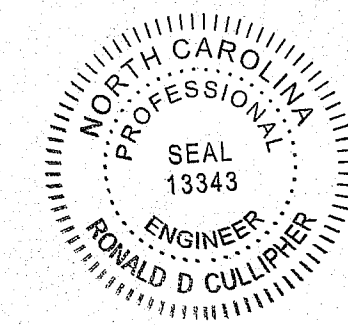
HAZARDOUS AND TOXIC WASTE

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

REVISIONS:			
No.	BY	DATE	DESCRIPTION

NCG01 GROUND STABILIZATION AND MATERIALS HANDLING

EFFECTIVE: 04/01/19



NCG01 GROUND STABILIZATION AND MATERIALS HANDLING

THE TOWNS AT LIVE OAK

BEAUFORT TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA

CLIENT: 1809, LLC
ADDRESS: 710 ARENDELL STREET, SUITE 201
MOREHEAD CITY, NC 28557
PHONE: 252-725-5375

DESIGNED: NCDEO
DRAWN: NCDEO
CHECKED: NCDEO
APPROVED: NCDEO

THE CULLIPHER GROUP, P.A.
ENGINEERING & SURVEYING SERVICES
151A HIGHWAY 24
MOREHEAD CITY, N.C. 28557
(252) 773-0090 LICENSE NO. C-4482

DATE: 4/24/24
SCALE: NOT TO SCALE

**PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING**

SECTION A: SELF-INSPECTION

Self-inspections are required during normal business hours in accordance with the table below. When adverse weather or site conditions would cause the safety of the inspection personnel to be in jeopardy, the inspection may be delayed until the next business day on which it is safe to perform the inspection. In addition, when a storm event of equal to or greater than 1.0 inch occurs outside of normal business hours, the self-inspection shall be performed upon the commencement of the next business day. Any time when inspections were delayed shall be noted in the Inspection Record.

Inspect	Frequency (during normal business hours)	Inspection records must include:
(1) Rain gauge maintained in good working order	Daily	Daily rainfall amounts. If no daily rain gauge observations are made during weekend or holiday periods, and no individual-day rainfall information is available, record the cumulative rain measurement for those unattended days (and this will determine if a site inspection is needed). Days on which no rainfall occurred shall be recorded as "zero." The permittee may use another rain-monitoring device approved by the Division.
(2) E&SC Measures	At least once per 7 calendar days and within 24 hours of a rain event \geq 1.0 inch in 24 hours	1. Identification of the measures inspected, 2. Date and time of the inspection, 3. Name of the person performing the inspection, 4. Indication of whether the measures were operating properly, 5. Description of maintenance needs for the measure, 6. Description, evidence, and date of corrective actions taken.
(3) Stormwater discharge outfalls (SDCs)	At least once per 7 calendar days and within 24 hours of a rain event \geq 1.0 inch in 24 hours	1. Identification of the discharge outfalls inspected, 2. Date and time of the inspection, 3. Name of the person performing the inspection, 4. Evidence of indicators of stormwater pollution such as oil sheen, floating or suspended solids or discoloration, 5. Indication of visible sediment leaving the site, 6. Description, evidence, and date of corrective actions taken.
(4) Perimeter of site	At least once per 7 calendar days and within 24 hours of a rain event \geq 1.0 inch in 24 hours	If visible sedimentation is found outside site limits, then a record of the following shall be made: 1. Actions taken to clean up or stabilize the sediment that has left the site limits, 2. Description, evidence, and date of corrective actions taken, and 3. An explanation as to the actions taken to control future releases.
(5) Streams or wetlands onsite or offsite (where accessible)	At least once per 7 calendar days and within 24 hours of a rain event \geq 1.0 inch in 24 hours	If the stream or wetland has increased visible sedimentation or a stream has visible increased turbidity from the construction activity, then a record of the following shall be made: 1. Description, evidence and date of corrective actions taken, and 2. Records of the required reports to the appropriate Division Regional Office per Part III, Section C, Item (2)(a) of this permit.
(6) Ground stabilization measures	After each phase of grading	1. The phase of grading (installation of perimeter E&SC measures, clearing and grubbing, installation of storm drainage facilities, completion of all land-disturbing activity, construction or redevelopment, permanent ground cover). 2. Documentation that the required ground stabilization measures have been provided within the required timeframe or an assurance that they will be provided as soon as possible.

NOTE: The rain inspection resets the required 7 calendar day inspection requirement.

**PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING**

SECTION B: RECORDKEEPING

1. E&SC Plan Documentation

The approved E&SC plan as well as any approved deviation shall be kept on the site. The approved E&SC plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the E&SC plan shall be kept on site and available for inspection at all times during normal business hours.

Item to Document	Documentation Requirements
(a) Each E&SC measure has been installed and does not significantly deviate from the locations, dimensions and relative elevations shown on the approved E&SC plan.	Initial and date each E&SC measure on a copy of the approved E&SC plan or complete, date and sign an inspection report that lists each E&SC measure shown on the approved E&SC plan. This documentation is required upon the initial installation of the E&SC measures or if the E&SC measures are modified after initial installation.
(b) A phase of grading has been completed.	Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate completion of the construction phase.
(c) Ground cover is located and installed in accordance with the approved E&SC plan.	Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate compliance with approved ground cover specifications.
(d) The maintenance and repair requirements for all E&SC measures have been performed.	Complete, date and sign an inspection report.
(e) Corrective actions have been taken to E&SC measures.	Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate the completion of the corrective action.

2. Additional Documentation to be Kept on Site

In addition to the E&SC plan documents above, the following items shall be kept on the site and available for inspectors at all times during normal business hours, unless the Division provides a site-specific exemption based on unique site conditions that make this requirement not practical:

- (a) This General Permit as well as the Certificate of Coverage, after it is received.
- (b) Records of inspections made during the previous twelve months. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection form that includes all the required elements. Use of electronically-available records in lieu of the required paper copies will be allowed if shown to provide equal access and utility as the hard-copy records.

3. Documentation to be Retained for Three Years

All data used to complete the e-NOI and all inspection records shall be maintained for a period of three years after project completion and made available upon request. [40 CFR 122.41]

**PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING**

SECTION C: REPORTING

1. Occurrences that Must be Reported

Permittees shall report the following occurrences:

- (a) Visible sediment deposition in a stream or wetland.
- (b) Oil spills if:
 - They are 25 gallons or more,
 - They are less than 25 gallons but cannot be cleaned up within 24 hours,
 - They cause sheen on surface waters (regardless of volume), or
 - They are within 100 feet of surface waters (regardless of volume).
- (c) Releases of hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (Ref: 40 CFR 110.3 and 40 CFR 117.3) or Section 102 of CERCLA (Ref: 40 CFR 302.4) or G.S. 143-215.85.
- (d) Anticipated bypasses and unanticipated bypasses.
- (e) Noncompliance with the conditions of this permit that may endanger health or the environment.

2. Reporting Timeframes and Other Requirements

After a permittee becomes aware of an occurrence that must be reported, he shall contact the appropriate Division regional office within the timeframes and in accordance with the other requirements listed below. Occurrences outside normal business hours may also be reported to the Department's Environmental Emergency Center personnel at (800) 858-0368.

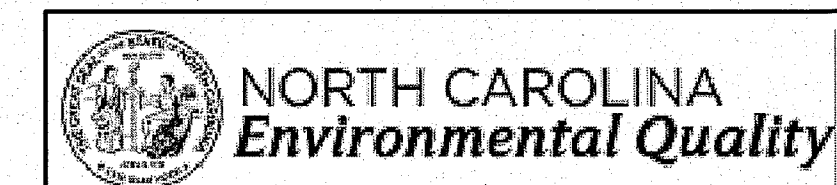
Occurrence	Reporting Timeframes (After Discovery) and Other Requirements
(a) Visible sediment deposition in a stream or wetland	<ul style="list-style-type: none"> • Within 24 hours, an oral or electronic notification. • Within 7 calendar days, a report that contains a description of the sediment and actions taken to address the cause of the deposition. Division staff may waive the requirement for a written report on a case-by-case basis. • If the stream is named on the NC 303(d) list as impaired for sediment-related causes, the permittee may be required to perform additional monitoring, inspections or apply more stringent practices if staff determine that additional requirements are needed to assure compliance with the federal or state impaired-waters conditions.
(b) Oil spills and release of hazardous substances per Item 1(b)-(c) above	<ul style="list-style-type: none"> • Within 24 hours, an oral or electronic notification. The notification shall include information about the date, time, nature, volume and location of the spill or release.
(c) Anticipated bypasses [40 CFR 122.41(m)(3)]	<ul style="list-style-type: none"> • A report at least ten days before the date of the bypass, if possible. The report shall include an evaluation of the anticipated quality and effect of the bypass.
(d) Unanticipated bypasses [40 CFR 122.41(m)(3)]	<ul style="list-style-type: none"> • Within 24 hours, an oral or electronic notification. • Within 7 calendar days, a report that includes an evaluation of the quality and effect of the bypass.
(e) Noncompliance with the conditions of this permit that may endanger health or the environment [40 CFR 122.41(l)(7)]	<ul style="list-style-type: none"> • Within 24 hours, an oral or electronic notification. • Within 7 calendar days, a report that contains a description of the noncompliance, and its causes; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time noncompliance is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. [40 CFR 122.41(l)(6). • Division staff may waive the requirement for a written report on a case-by-case basis.

PART II, SECTION G, ITEM (4)

DRAW DOWN OF SEDIMENT BASINS FOR MAINTENANCE OR CLOSE OUT

Sediment basins and traps that receive runoff from drainage areas of one acre or more shall use outlet structures that withdraw water from the surface when these devices need to be drawn down for maintenance or close out unless this is infeasible. The circumstances in which it is not feasible to withdraw water from the surface shall be rare (for example, times with extended cold weather). Non-surface withdrawals from sediment basins shall be allowed only when all of the following criteria have been met:

- (a) The E&SC plan authority has been provided with documentation of the non-surface withdrawal and the specific time periods or conditions in which it will occur. The non-surface withdrawal shall not commence until the E&SC plan authority has approved these items,
- (b) The non-surface withdrawal has been reported as an anticipated bypass in accordance with Part III, Section C, Item (2)(c) and (d) of this permit,
- (c) Dewatering discharges are treated with controls to minimize discharges of pollutants from stormwater that is removed from the sediment basin. Examples of appropriate controls include properly sited, designed and maintained dewatering tanks, weir tanks, and filtration systems,
- (d) Vegetated, upland areas of the sites or a properly designed stone pad is used to the extent feasible at the outlet of the dewatering treatment devices described in Item (c) above,
- (e) Velocity dissipation devices such as check dams, sediment traps, and riprap are provided at the discharge points of all dewatering devices, and
- (f) Sediment removed from the dewatering treatment devices described in Item (c) above is disposed of in a manner that does not cause deposition of sediment into waters of the United States.



NCG01 SELF-INSPECTION, RECORDKEEPING AND REPORTING

EFFECTIVE: 04/01/19

REVISIONS:

No.	BY	DATE	DESCRIPTION

NCG01 SELF-INSPECTION, RECORDKEEPING AND REPORTING

THE TOWNS AT LIVE OAK

BEAUFORT TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA

CLIENT: 1809, LLC
ADDRESS: 710 ARENDELL STREET, SUITE 201
MOREHEAD CITY, NC 28557

PHONE: 252-725-5375

DESIGNED: NCDEODRAWN: NCDEOCHECKED: NCDEO

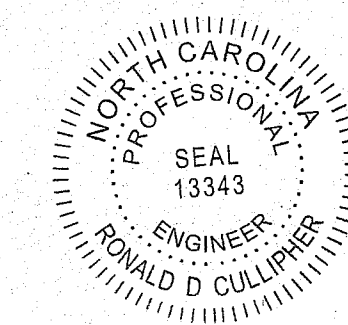
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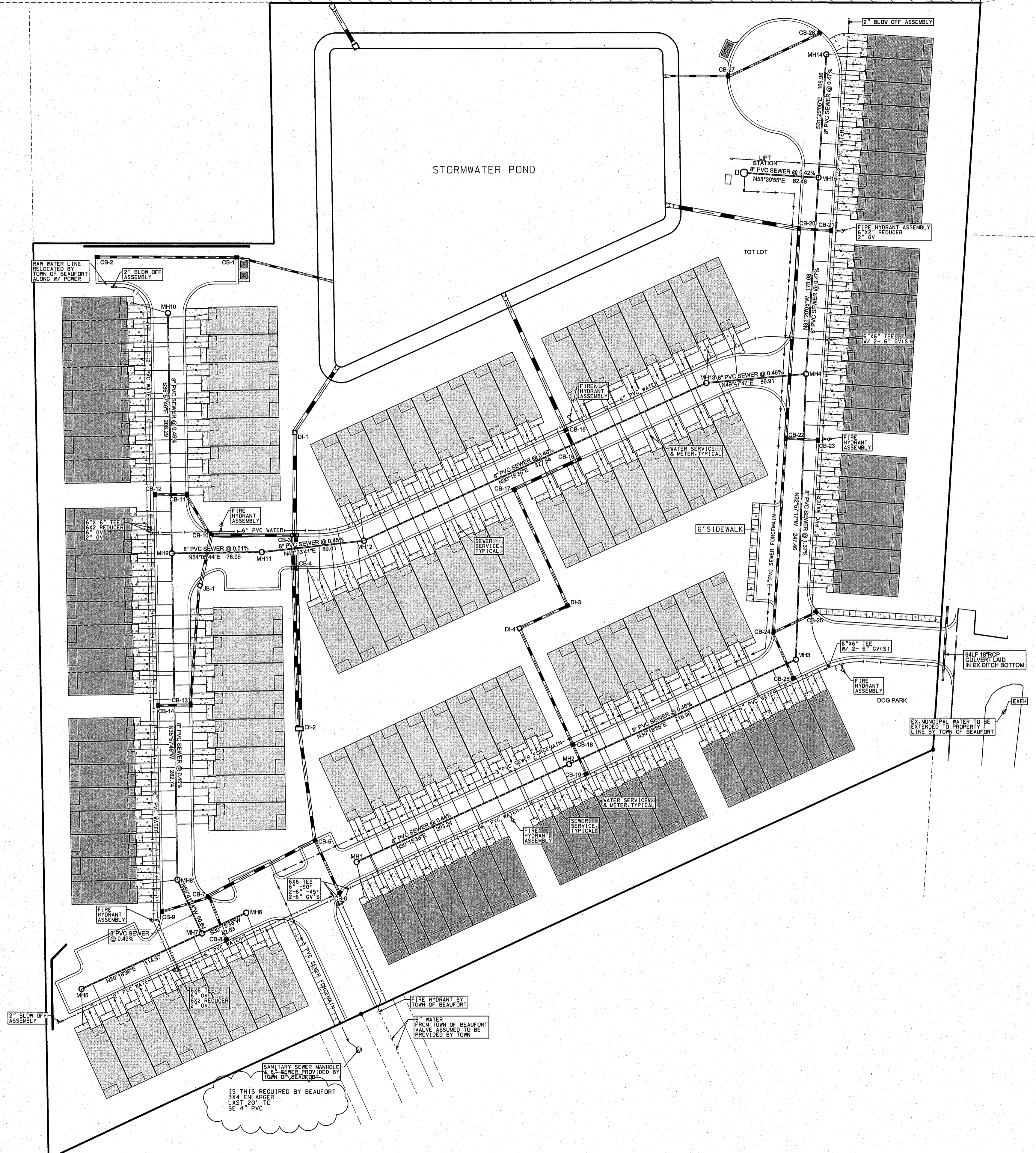
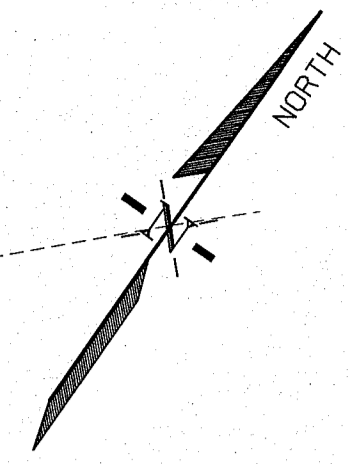
DATE: 4/24/24

SCALE: NOT TO SCALE

THE CULLIPHER GROUP P.A.
ENGINEERING & SURVEYING SERVICES
151A HIGHWAY 24
MOREHEAD CITY, N.C. 28557
(252) 773-0090 LICENSE NO. C-4482

Ronald D. Cullipher 4/24/24

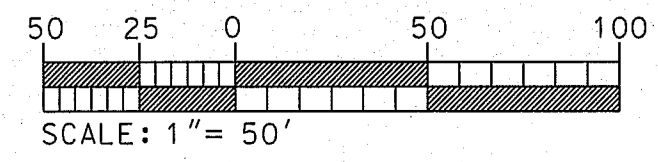




LEGEND			
A	- ARC LENGTH	FT	- FEET
AC	- ACRE	GV	- GATE VALVE
ABC	- AGGREGATE BASE COURSE	INV	- INVERT
BCSC	- BITUMINOUS CONCRETE SURFACE COURSE	LF	- LINEAR FEET
BLOG	- BUILDING	MAX	- MAXIMUM
BRC	- BEARING	MBL	- MINIMUM BUILDING LINE
CB	- CATCH BASIN	MH	- MANHOLE
CF	- CUBIC FEET	M/N	- MINIMUM
CL	- CENTERLINE	N/F	- NOW OR FORMERLY
DR	- DRIVE	N/S	- NOT TO SCALE
DI	- DROP INLET	O.C.	- ON CENTER
DIP	- DUCTILE IRON PIPE	PBO	- PERMANENT BLOW OFF
EL	- ELEVATION	R	- RADIUS
EIR	- EX. IRON ROD	RCP	- REINFORCED CONCRETE PIPE
EDP	- EDGE OF PAVEMENT	R/W	- RIGHT-OF-WAY
EX	- EXISTING	SDMH	- STORMDRAIN MANHOLE
FE	- FINISHED ELEVATION	SH	- SHEET
FES	- FLARED END SECTION	SIR	- SET IRON ROD
FF	- FINISHED FLOOR	STA	- STATION
FH	- FIRE HYDRANT	TC	- TOP OF CURB
FM	- FORCEMAIN	TSW	- TOP OF SIDEWALK
		TYP	- TYPICAL

---	SILT FENCE	⊙	ROCK DOUGHNUT
---	LANDSCAPE POND FENCE	⊕	FIRE HYDRANT
-10 -9.5-	EXISTING CONTOURS	→	TRAFFIC FLOW
-12-	PROPOSED CONTOURS	○	STOP SIGN
---	PROPOSED WATERLINE		
---	PROPOSED SEWER FM		
---	LAND DISTURBANCE LIMITS		
---	DIVERSION DITCH		
▨	UTILITY, DRAINAGE & STORMWATER EASEMENTS		
■	CONCRETE		
⊙	STREET LIGHT, DUKE ENERGY RED SHOEBOX 6' DB LUMENS, 50 WATTS, 20' HEIGHT		

SHEET # C5.0
 PROJECT #: PM3040
 DESIGN FILE #: PM3040 CONSTRUCTION.DGN



REVISIONS:

No.	BY	DATE	DESCRIPTION

OWNER N/F
 LIVE OAK 1809 LLC
 NCPIN 730612962791000
 DB-1645 P.208
 MB-31 P.194

UTILITY PLAN

THE TOWNS AT LIVE OAK

BEAUFORT TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA

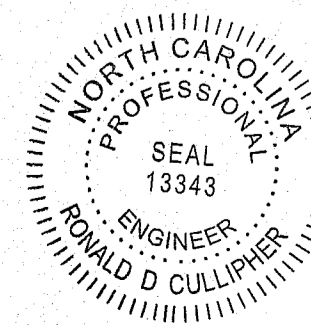
CLIENT: 1809, LLC
 ADDRESS: 710 ARENDELL STREET, SUITE 201
 MOREHEAD CITY, NC 28557
 PHONE: 252-725-5375

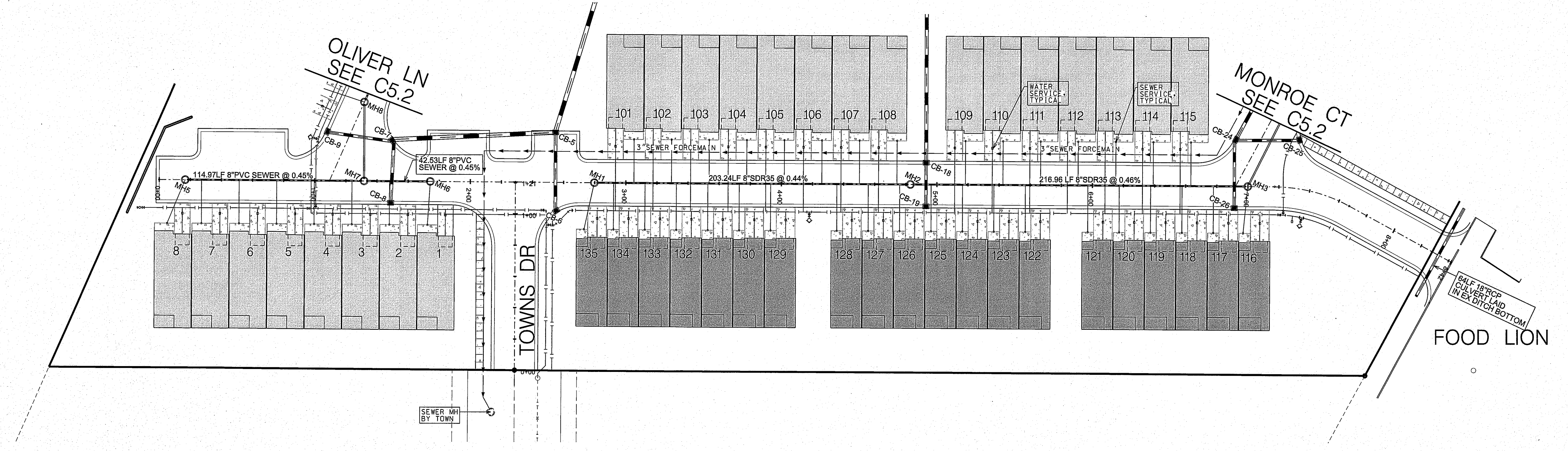
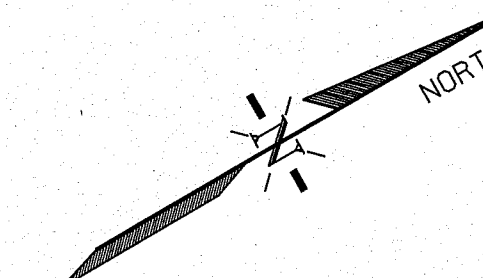
DESIGNED: RDC/GYT
 DRAWN: RDC/GYT
 CHECKED: RDC
 APPROVED: RDC

DATE: 4/24/24
 SCALE: 1" = 50'

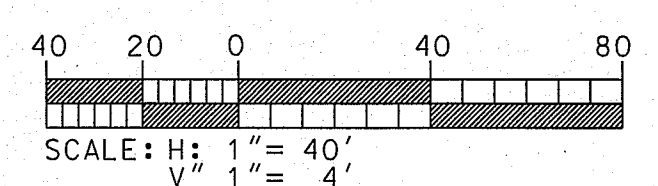
THE CULLIPHER GROUP, P.A.
 ENGINEERING & SURVEYING SERVICES
 151A HIGHWAY 24
 MOREHEAD CITY, N.C. 28557
 (252) 773-0090 LICENSE NO. C-4482

Ronald D. Cullipher 4/24/24
 RONALD D. CULLIPHER P.E.

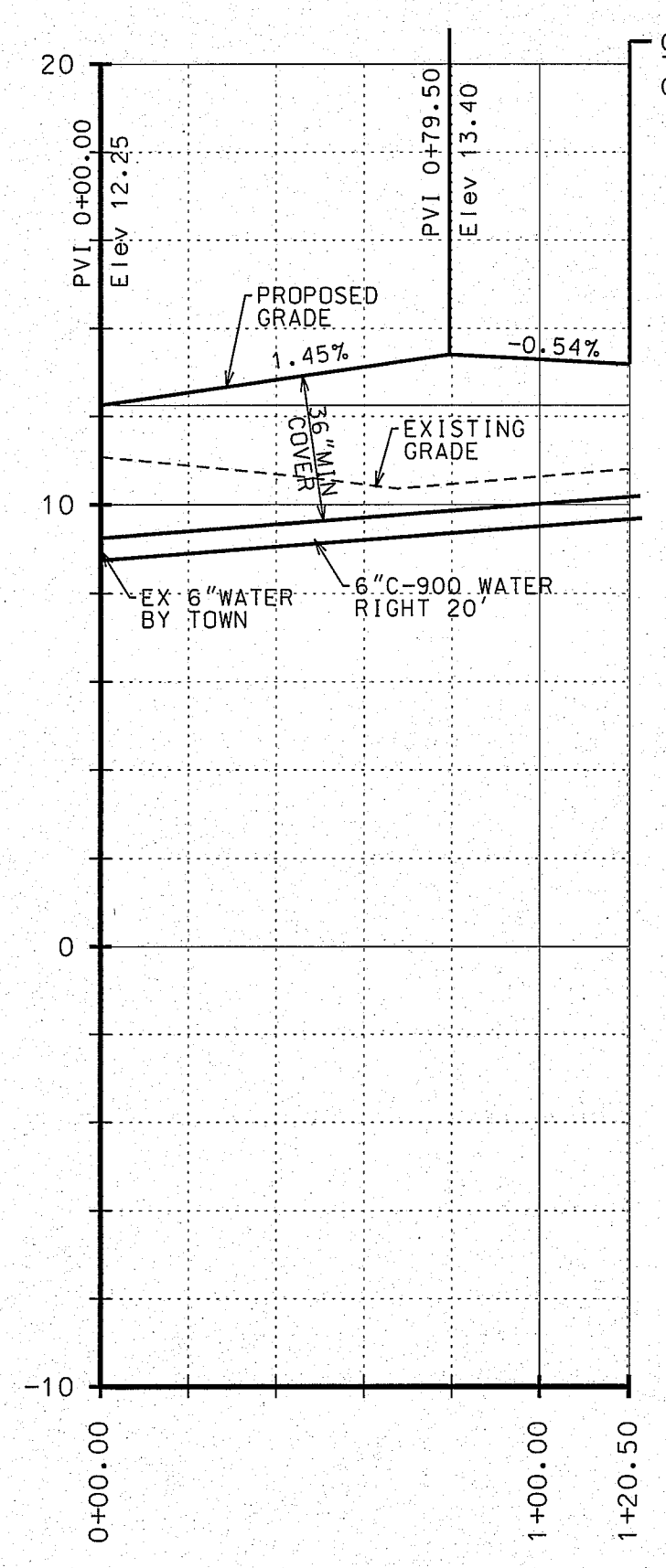




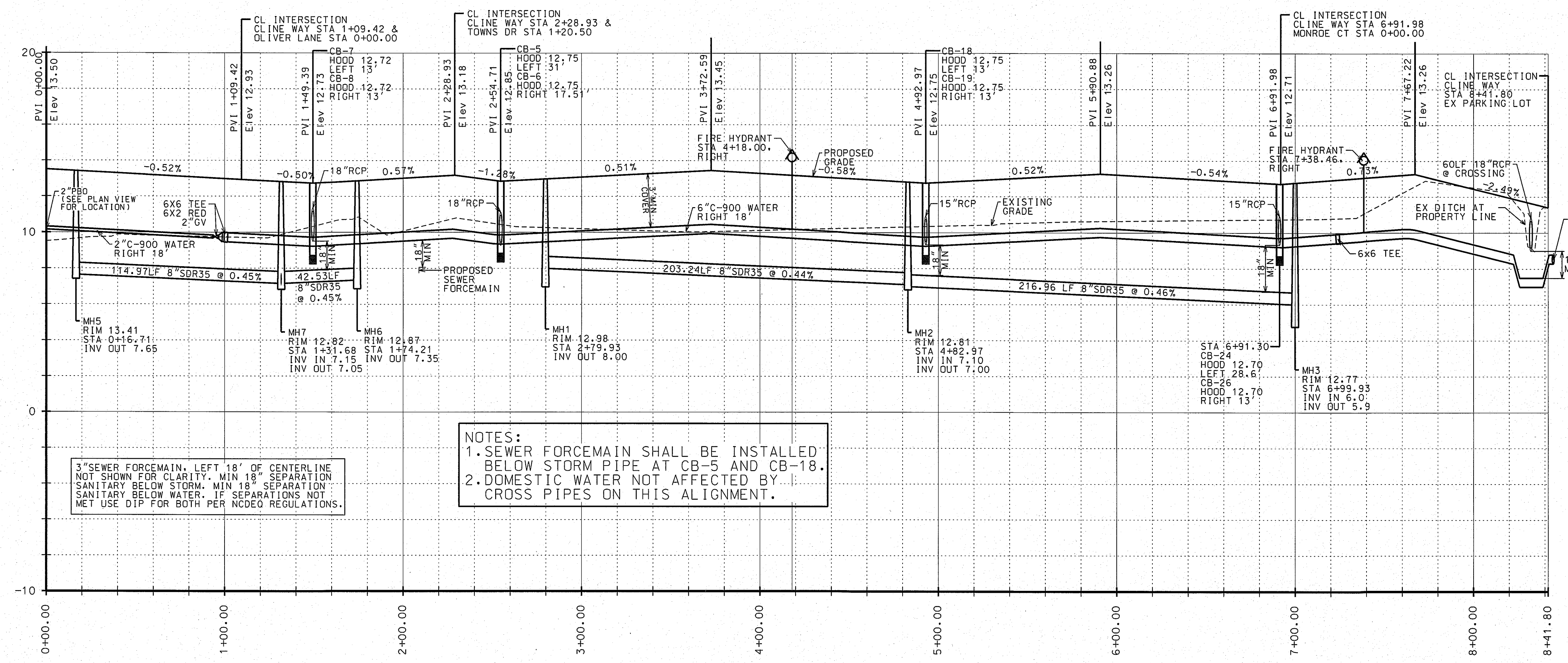
LEGEND			
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AC	ACRE	GV	GATE VALVE
ABC	AGGREGATE BASE	INV	INVERT
BCSC	COURSE	LF	LINEAR FEET
	BITUMINOUS CONCRETE	MAX	MAXIMUM
	SURFACE COURSE	MBL	MINIMUM BUILDING LINE
BLDG	BUILDING	MH	MANHOLE
BRG	BEARING	MIN	MINIMUM
CB	CATCH BASIN	N/F	NEW OR FORMERLY
CF	CUBIC FEET	NTS	NOT TO SCALE
CL	CENTERLINE	O.C.	ON CENTER
DR	DRIVE	PBD	PERMANENT BLOW OFF
D1	DROP INLET	R	RADIUS
DIP	DUCTILE IRON PIPE	RCP	REINFORCED CONCRETE PIPE
EL	ELEVATION	R/W	RIGHT-OF-WAY
EIR	EX. IRON ROD	SMH	STORMRAIN MANHOLE
EOP	EDGE OF PAVEMENT	SH	SHEET
EX	EXISTING	SIR	SET IRON ROD
FE	FINISHED ELEVATION	STA	STATION
FES	FLARED END SECTION	TC	TOP OF CURB
FF	FINISHED FLOOR	TSW	TOP OF SIDEWALK
FH	FIRE HYDRANT	TYP	TYPICAL
FM	FORCEMAIN		
	SILT FENCE		
	LANDSCAPE POND FENCE		
	EXISTING CONTOURS		
	PROPOSED CONTOURS		
	PROPOSED WATERLINE		
	PROPOSED SEWER FM		
	LAND DISTURBANCE LIMITS		
	DIVERSION DITCH		
	UTILITY, DRAINAGE & STORMWATER EASEMENTS		
	CONCRETE		
	STREET LIGHT, DUKE ENERGY PED SHOEBOX 610S LUMENS, 50 WATTS, 20' HEIGHT		



PLAN VIEW - CLINE WAY



PROFILE VIEW - TOWNS DRIVE



PROFILE VIEW - CLINE WAY

NOTES:
 1. SEWER FORCEMAIN SHALL BE INSTALLED BELOW STORM PIPE AT CB-5 AND CB-18.
 2. DOMESTIC WATER NOT AFFECTED BY CROSS PIPES ON THIS ALIGNMENT.

DESTINED: RDC / C.Y.T. CHECKED: RDC / G.Y.T. APPROVED: RDC / G.Y.T. DATE: 4/24/24 SCALE: AS NOTED	REVISIONS:	NO.	BY	DATE	DESCRIPTION
	1				
	2				
	3				
	4				
	5				

CLIENT: 1809, LLC
 ADDRESS: 710 ARENELL STREET, SUITE 201, MORRISVILLE, NC 28557
 PHONE: 252-725-5375

PLAN & PROFILE -

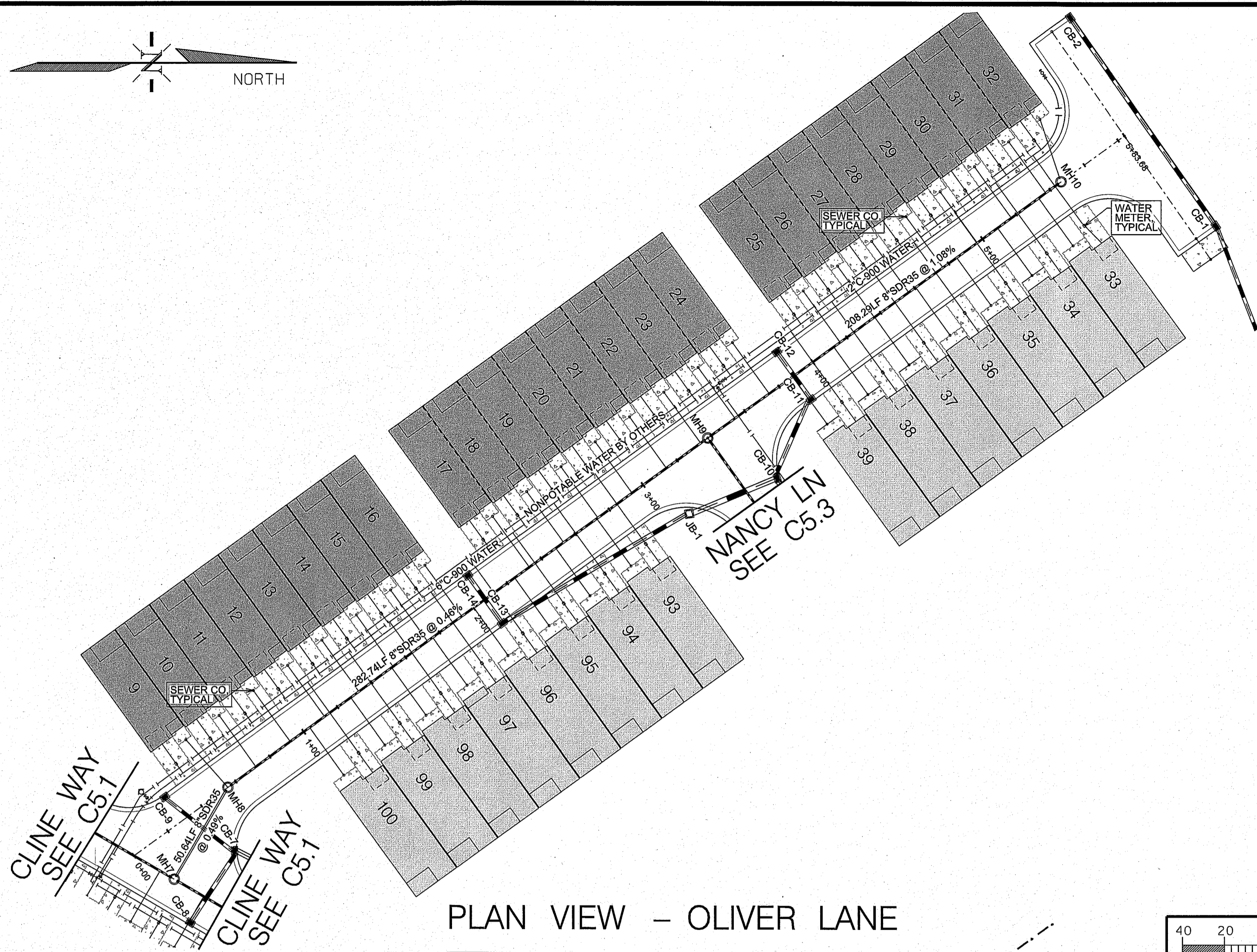
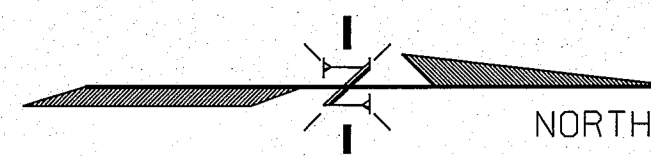
THE TOWNS AT LIVE OAK
 BEAUFORT TWP., CARTERET CO., NORTH CAROLINA

THE CULLIPHER GROUP, P.A.
 ENGINEERING & SURVEYING SERVICES
 151A HIGHWAY 24, MORRISVILLE, NC 28557
 LICENSE NO. C-4482
 (652) 773-0090

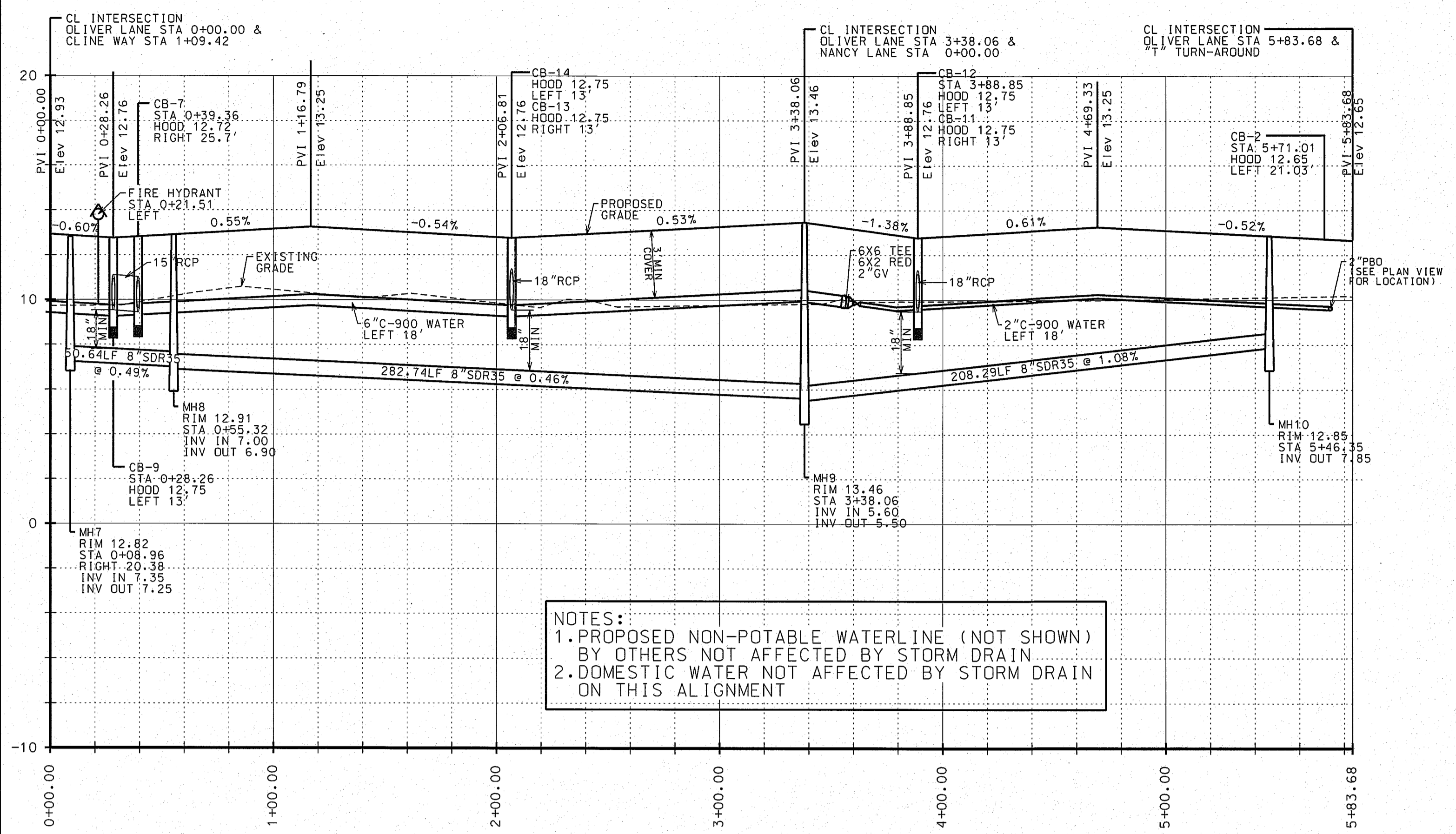
Ronald D. Cullipher, P.E.
RONALD D. CULLIPHER, P.E.

PROFESSIONAL SEAL
 STATE OF NORTH CAROLINA
 ENGINEER
 3343

SHEET NO.: **C5.1**

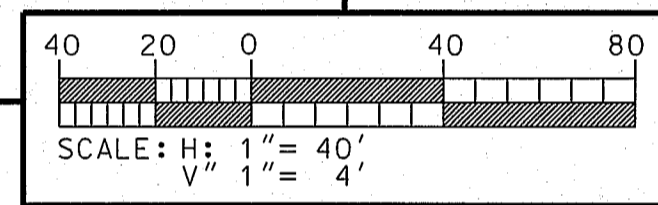


PLAN VIEW - OLIVER LANE

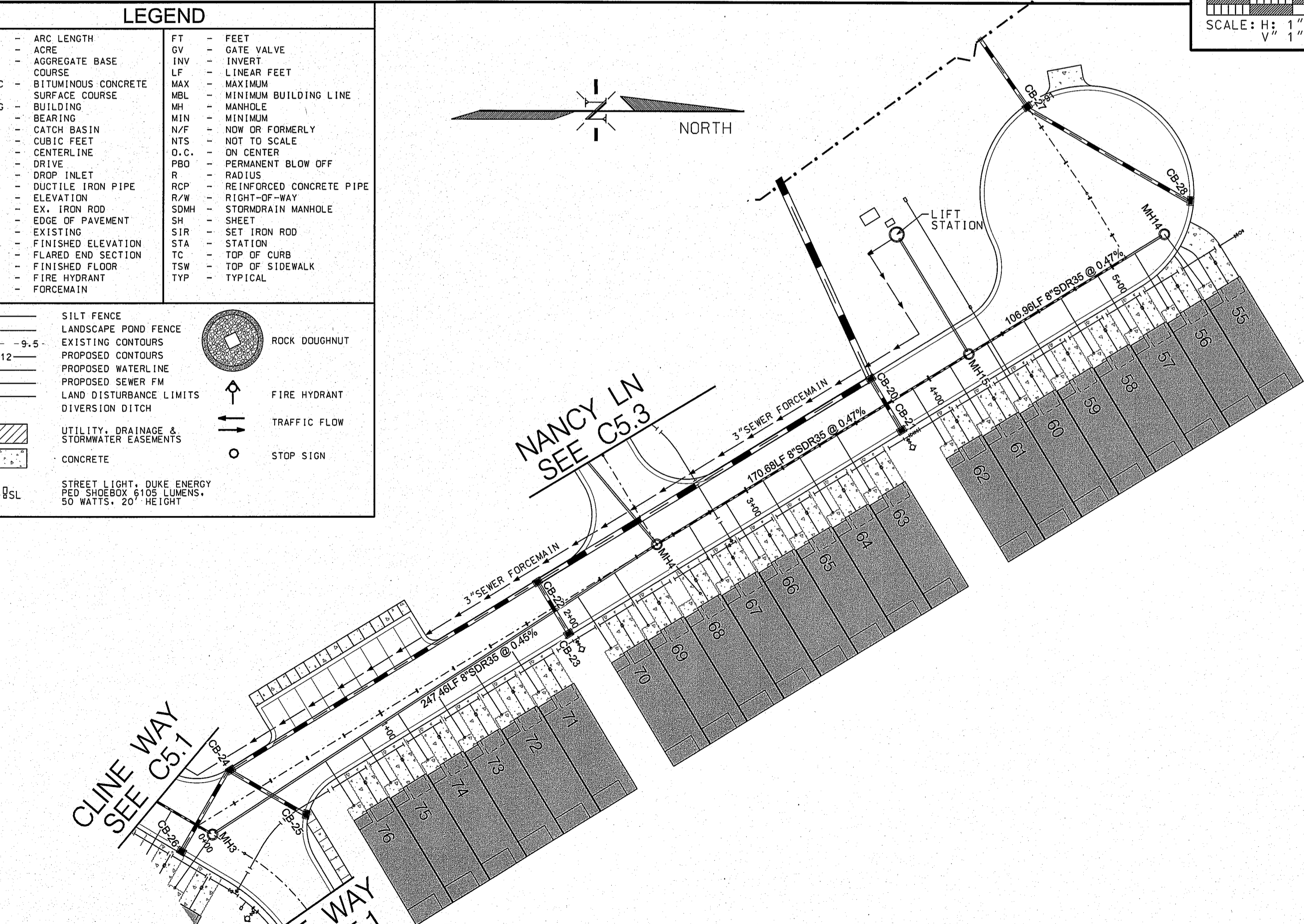
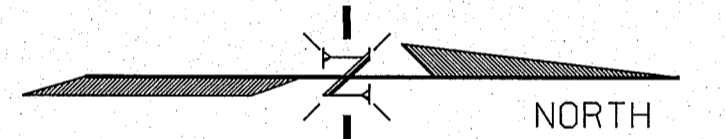


NOTES:
 1. PROPOSED NON-POTABLE WATERLINE (NOT SHOWN) BY OTHERS NOT AFFECTED BY STORM DRAIN.
 2. DOMESTIC WATER NOT AFFECTED BY STORM DRAIN ON THIS ALIGNMENT.

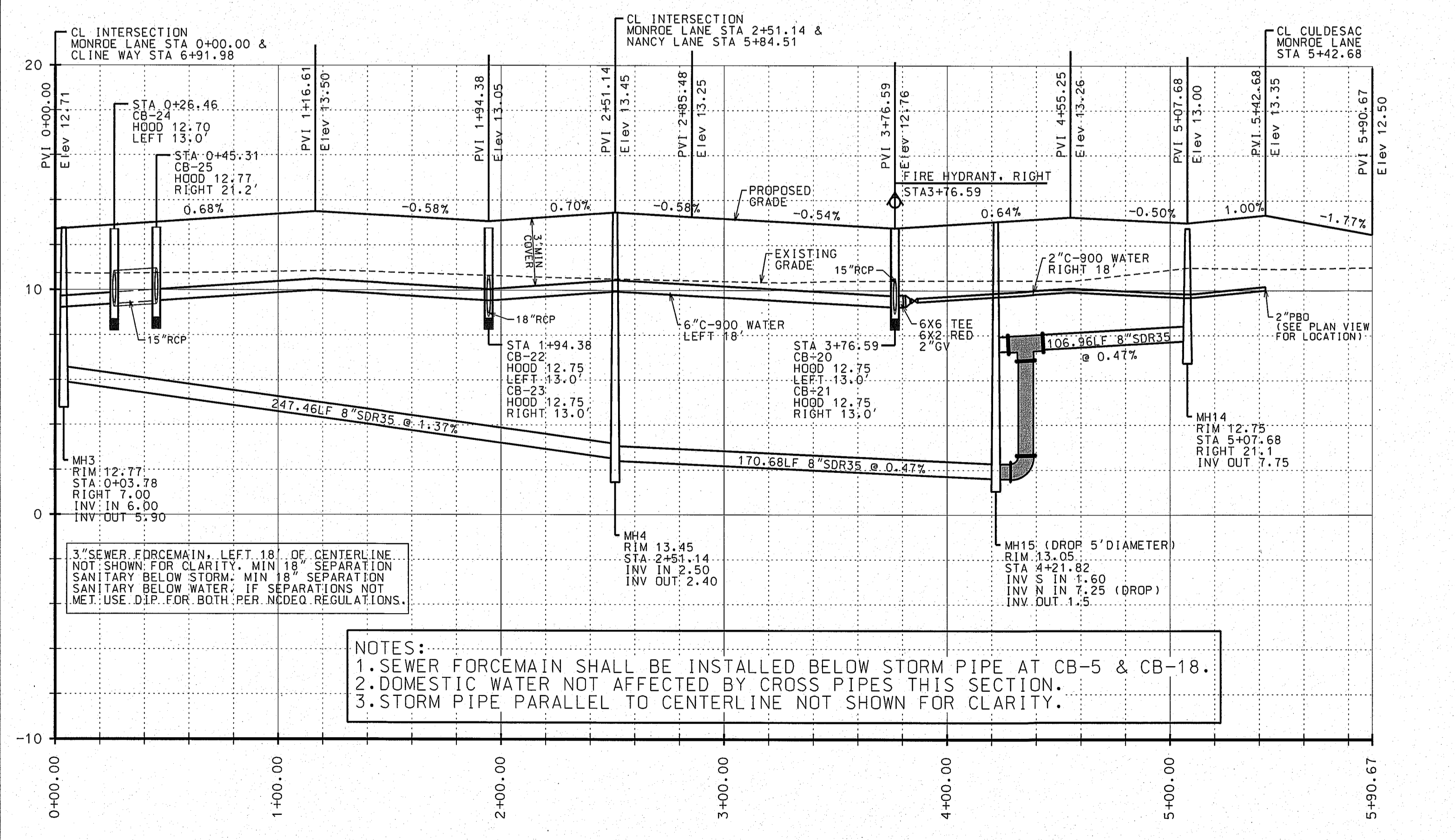
PROFILE VIEW - OLIVER LANE



LEGEND			
A	ARC LENGTH	FT	FEET
AC	ACRE	GV	GATE VALVE
ABC	AGGREGATE BASE	INV	INVERT
BCSC	COURSE	LF	LINEAR FEET
BLDG	BUILDING	MAX	MAXIMUM
BRG	BEARING	MIN	MINIMUM
CB	CATCH BASIN	N/F	NOW OR FORMERLY
CF	CUBIC FEET	N/S	NOT TO SCALE
CL	CENTERLINE	O.C.	ON CENTER
DR	DRIVE	PBO	PERMANENT BLOW OFF
DI	DIP	R	RADIUS
DIP	DUCTILE IRON PIPE	RCP	REINFORCED CONCRETE PIPE
EL	ELEVATION	R/W	RIGHT-OF-WAY
EIR	EX. IRON ROD	SDMH	STORMDRAIN MANHOLE
EOP	EDGE OF PAVEMENT	SN	SHEET
EX	EXISTING	SIR	SET IRON ROD
FE	FINISHED ELEVATION	STA	STATION
FES	FLARED END SECTION	TC	TOP OF CURB
FF	FINISHED FLOOR	TSW	TOP OF SIDEWALK
FH	FIRE HYDRANT	TYP	TYPICAL
FM	FORCEMAIN		



PLAN VIEW - MONROE COURT

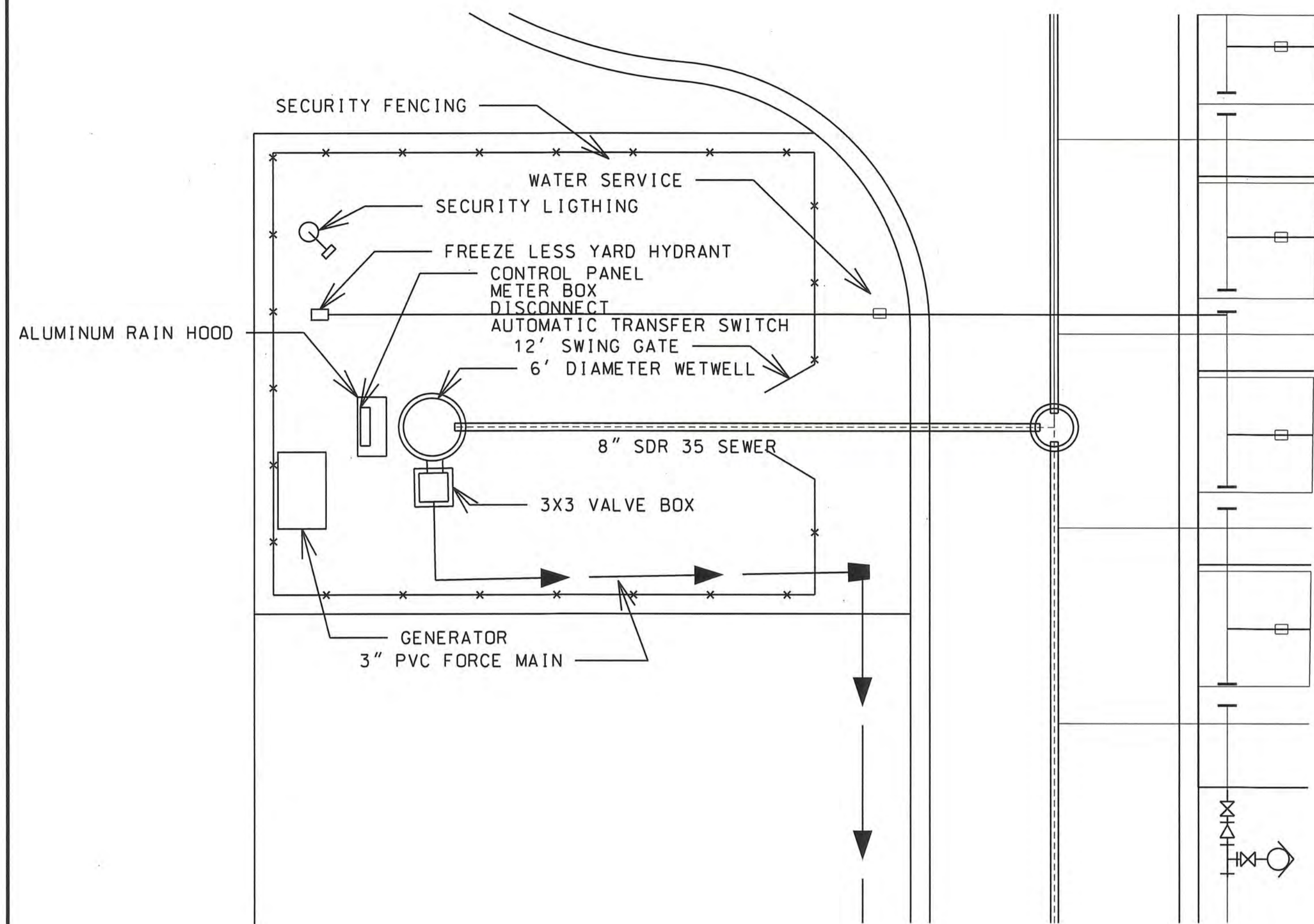


NOTES:
 1. SEWER FORCEMAIN SHALL BE INSTALLED BELOW STORM PIPE AT CB-5 & CB-18.
 2. DOMESTIC WATER NOT AFFECTED BY CROSS PIPES THIS SECTION.
 3. STORM PIPE PARALLEL TO CENTERLINE NOT SHOWN FOR CLARITY.

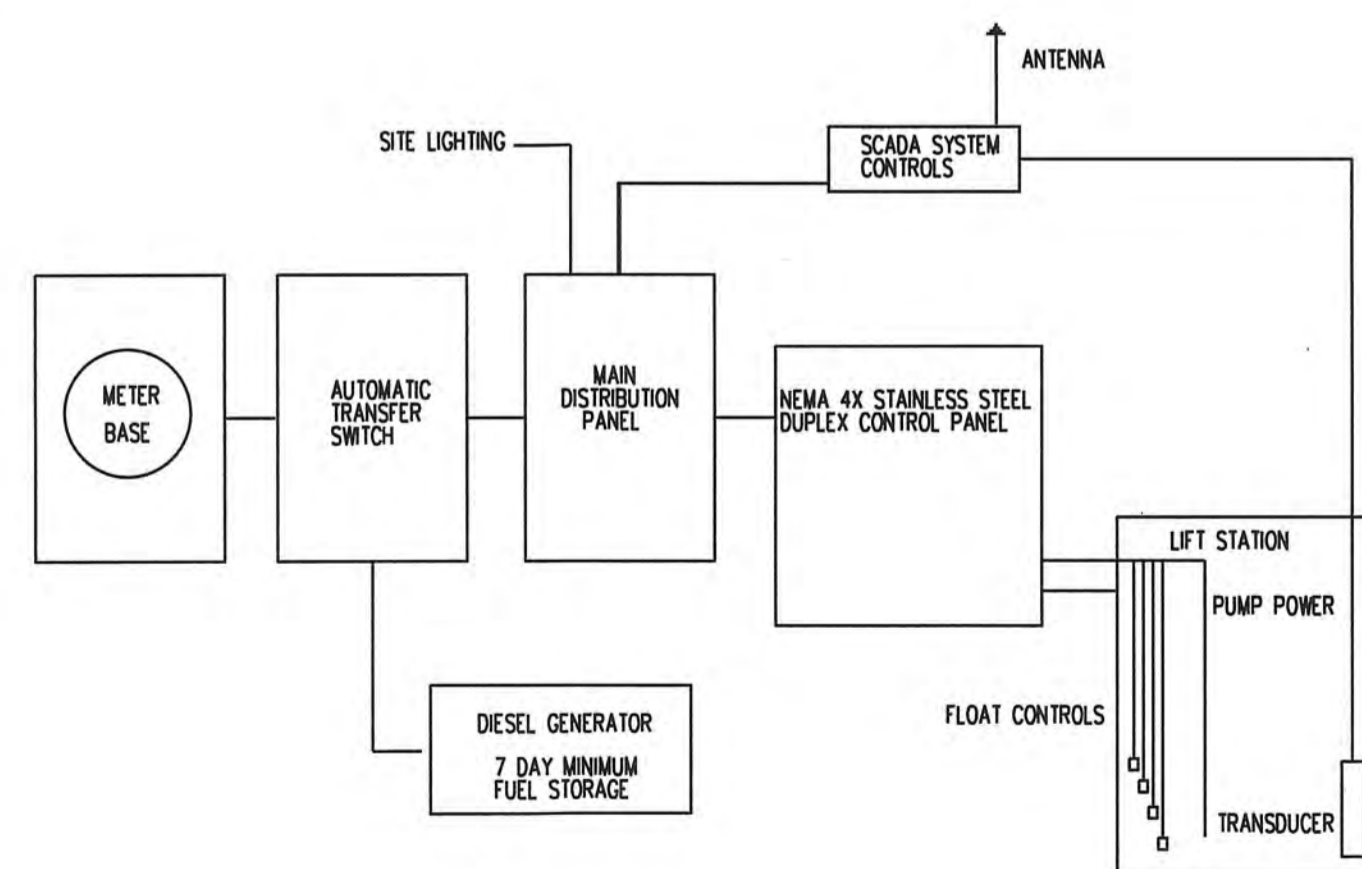
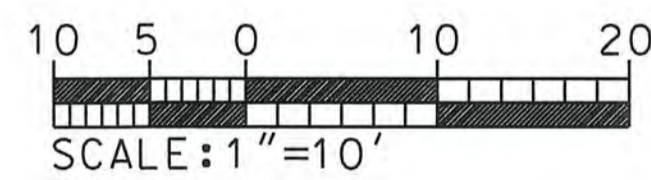
PROFILE VIEW - MONROE COURT

SHEET # C5.2
 PROJECT #: PM3040
 DESIGN FILE #: PM3040 CONSTRUCTION.DGN

DESIGNED: RUC/GYT	CHECKED: RUC/GYT	APPROVED: RUC	DATE: 4/24/24
DRAWN: RUC/GYT	SCALE: AS NOTED	DATE: 4/24/24	
CLIENT: 1809, LLC	ADDRESS: 710 AREDELLE STREET SUNBELT CITY, NC 28557	PHONE: 252-725-5375	
THE TOWNS AT LIVE OAK			
BEAUFORT TWP., CARTERET CO., NORTH CAROLINA			
THE CULLIPHER GROUP, P.A. ENGINEERING & SURVEYING SERVICES 1514 HIGHWAY 24 MOREHEAD CITY, N.C. 28557 LICENSE NO. C-4482 (252) 773-0090 <i>Ronald D. Cullipher</i> RONALD D. CULLIPHER, P.E.			
SHEET No.:	C5.2		

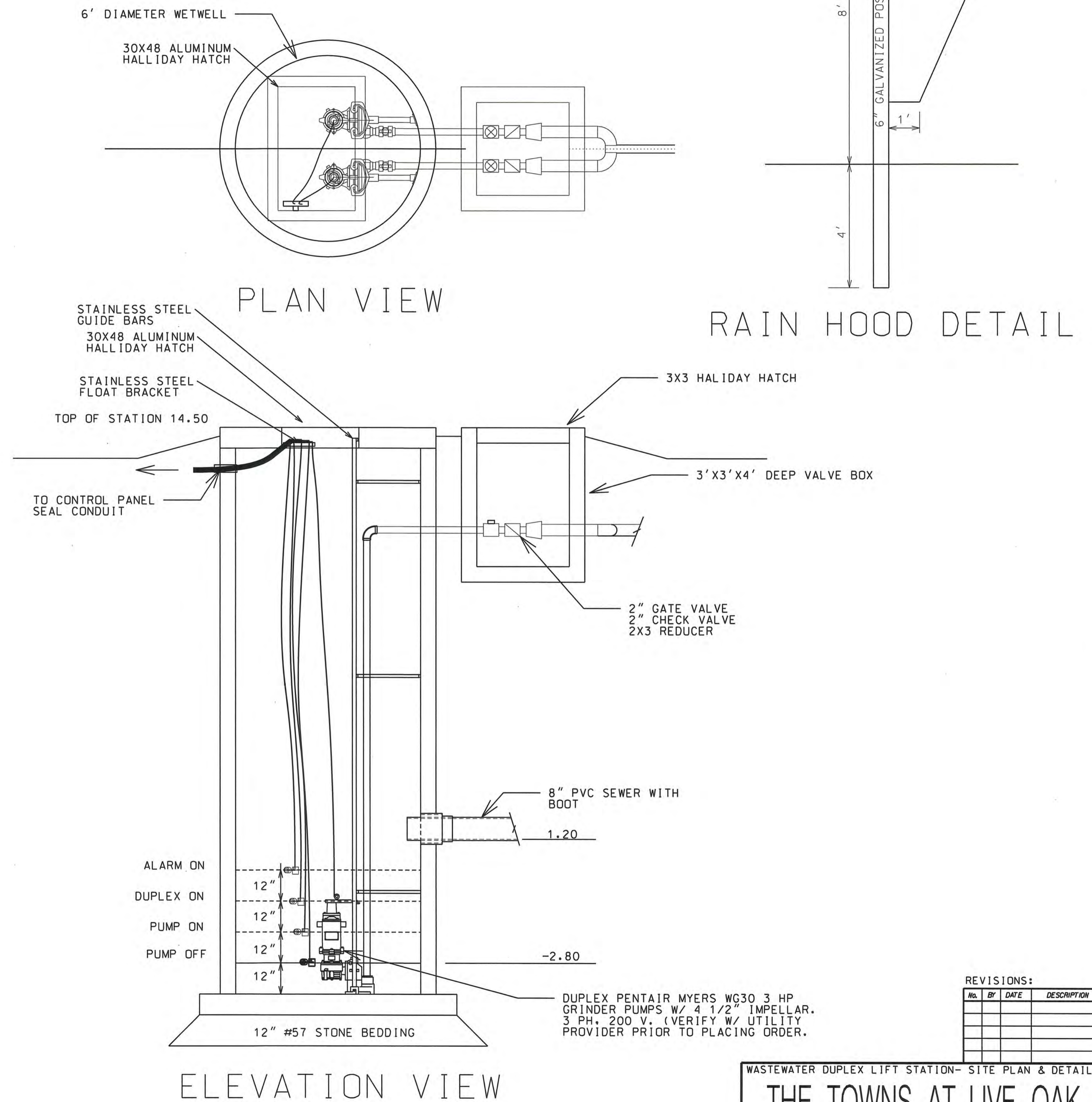


ENLARGED LIFT STATION SITE PLAN

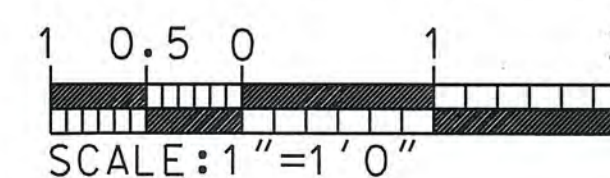


ELECTRICAL SCHEMATIC

SHEET # C5.4
PROJECT #: PM3040-1
DESIGN FILE #: LIFT STATION SHEET. DGN



ENLARGED LIFT STATION DETAIL



REVISIONS:

NO.	BY	DATE	DESCRIPTION



WASTEWATER DUPLEX LIFT STATION- SITE PLAN & DETAIL

THE TOWNS AT LIVE OAK
BEAUFORT TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA

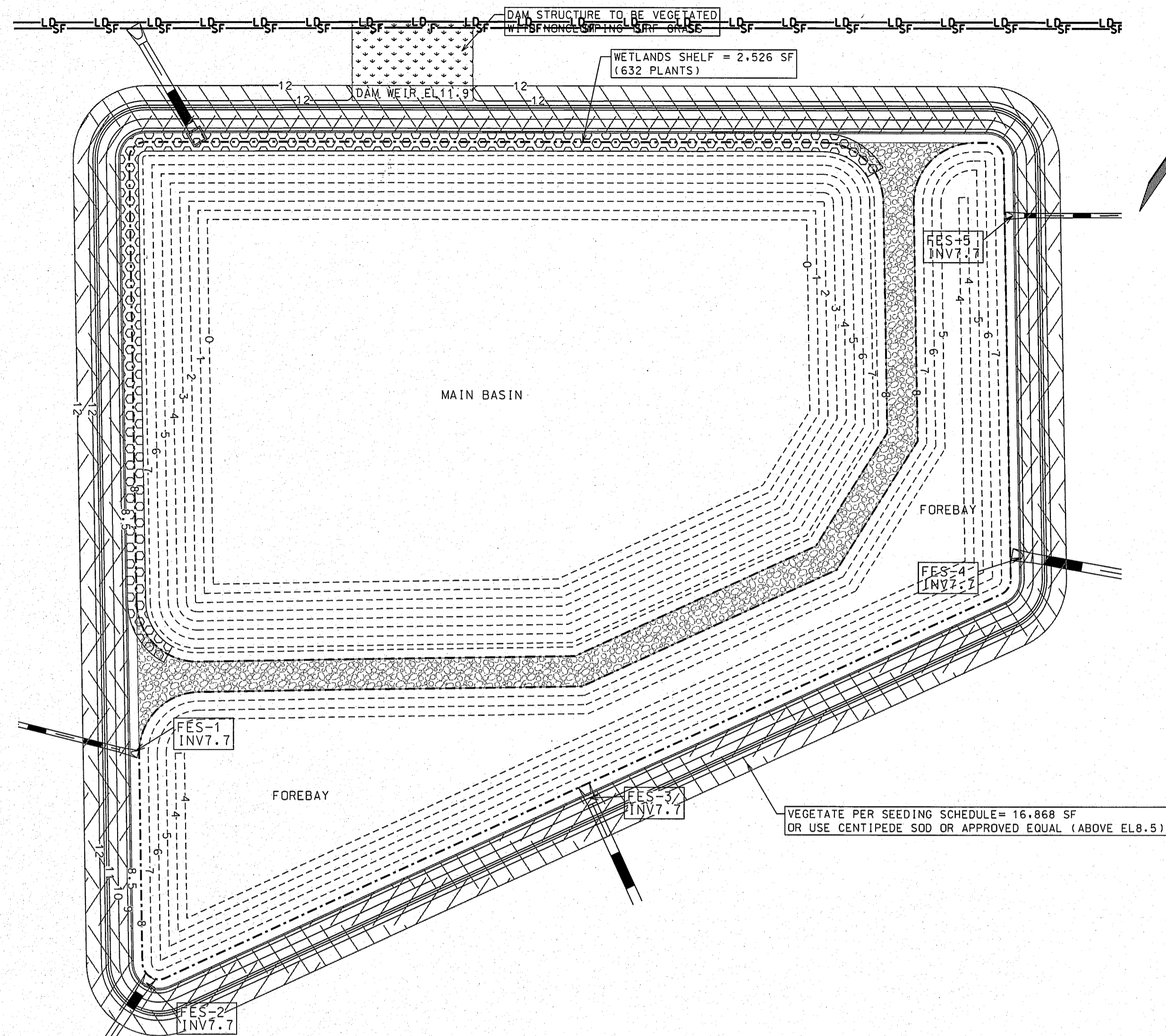
CLIENT: 1809, LLC
ADDRESS: 710 ARENDELL STREET, SUITE 201
MOREHEAD CITY, NC 28557
PHONE: 252-725-5375

DESIGNED: RDC
DRAWN: RDC
CHECKED: RDC
APPROVED: RDC
DATE: 4/24/24
SCALE: AS NOTED

THE CULLIPHER GROUP P.A.
ENGINEERING & SURVEYING SERVICES
151A HIGHWAY 24
MOREHEAD CITY, N.C. 28557
(252) 773-0090
LICENSE NO. C-4482
Ronald D. Cullipher
RONALD D. CULLIPHER, P.E.

OPERATION AND MAINTENANCE

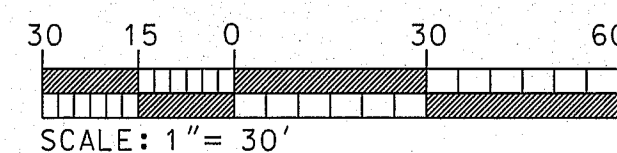
WETLAND PLANT RECOMMENDATIONS



WETLAND AREA	SQ FT IN WETLAND AREA	PLANT CATEGORY	# PLANTS OF CATEGORY IN WETLAND AREA
VEGETATED SHELF	2,526	HERBACEOUS PLANTS	632

	SUBMERGED & PARTIALLY SUBMERGED PLANTS (ALONG THE 6" WIDE VEGETATED SHELF)
	CENTIPEDE SOD OR APPROVED NON-CLUMPING TURF GRASS (FRONT AND BACK SLOPES OF POND)

SHEET # C6.1
PROJECT #: PM3040
DESIGN FILE #: PM3040 CONSTRUCTION.DGN



Wet Pond Maintenance Requirements		
Important operation and maintenance procedures:		
	Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).	
	No portion of the wet pond should be fertilized after the initial fertilization that is required to establish the plants on the vegetated shelf.	
	Stable groundcover will be maintained in the drainage area to reduce the sediment load to the wet pond.	
	If the pond must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain will be minimized as much as possible.	
	At least once annually, a dam safety expert will inspect the embankment. Any problems that are found will be repaired immediately.	
	The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.	
After the wet pond is established, it will be inspected quarterly and within 24 hours after every storm event greater than 1.0 inches (or 1.5 inches if in a Coastal County). Records of operation and maintenance shall be kept in a known set location and shall be available upon request.		
Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.		
SCM element:	Potential problem:	How to remediate the problem:
The entire wet pond	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wet pond	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, plant ground cover and water until it is established. Provide lime and a one-time fertilizer application.
The inlet device	The inlet pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment off-site.
	The inlet pipe is cracked or otherwise damaged (if applicable).	Repair or replace the pipe.
The forebay	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
Wet Pond Maintenance Requirements (Continued)		
SCM element:	Potential problem:	How to remediate the problem:
The main treatment area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices.
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
The embankment	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Consult a professional to remove muskrats or beavers and repair any holes or erosion.
	A tree has started to grow on the embankment.	Consult a dam safety specialist to remove the tree.
The outlet device	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs immediately.
	Clogging has occurred.	Clean out the outlet device and dispose of any sediment in a location where it will not cause impacts to streams or the SCM.
Floating wetland island (if applicable)	The outlet device is damaged.	Repair or replace the outlet device.
	Weeds or volunteer trees are growing on the mat.	Remove the weeds or trees.
	The anchor cable is damaged, disconnected or missing.	Restore the anchor cable to its design state.
Wet Pond Maintenance Requirements (Continued)		
SCM element:	Potential problem:	How to remediate the problem:
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Repair the damage and improve the flow dissipation structure.
	Discharges from the wet pond are causing erosion or sedimentation in the receiving water.	Contact the local NCDEQ Regional Office.

VEGETATIVE SHELF SUBMERGED AND PARTIALLY SUBMERGED PLANTS

BOTANICAL NAME	COMMON NAME
HERBACEOUS PLANTS	
ASCLEPIAS INCARNATA	SWAMP MILKWEED
CAREX TENERA	QUILL SEDGE
CHELONE GLABRA	WHITE TURTLEHEAD
EUPATORIUM ADLPHUS DUBIUS	DWARF JOE PYE WEED
EUPATORIUM ADLPHUS FLUTUOSUS	JOE PYE WEED
EUPATORIUM ADLPHUS MACULATUS	SPOTTED TRUMPETWEED
HIBISCUS COCCINEUS	SCARLET ROSE MALLOW
HIBISCUS LAEVIS	HALBERDLEAF ROSEMALLOW
KOSTELETZKYA VIRGINICA	SEASHORE MALLOW
LOBELIA CARDINALIS	CARDINAL FLOWER
LOBELIA ELONGATA	LONGLEAF LOBELIA
LOBELIA SIPHILITICA	GREAT BLUE LOBELIA
RHYNCHOSPORA COLORATA	STARBUSSH WHITETOP
SACCHARUM BALDWINII	NARROW PLUMEGRASS

PLANT REQUIREMENTS:

- SELECT PLANTS FROM THE RECOMMENDED PLANT LIST.
- A MINIMUM OF THREE (3) DIVERSE SPECIES OF SHALLOW LAND HERBACEOUS VEGETATION.
- A MINIMUM TWO-YEAR WARRANTY PERIOD STIPULATING REQUIREMENTS FOR PLANT SURVIVAL/REPLACEMENT. AT THE END OF THE FIRST YEAR AND AGAIN AT THE END OF THE TWO-YEAR WARRANTY PERIOD, ALL PLANTS THAT DO NOT SURVIVE MUST BE REPLACED.
- THE DESIGN FOR PLANTINGS SHALL MINIMIZE THE NEED FOR HERBICIDES, FERTILIZERS, PESTICIDES, OR SOIL AMENDMENTS AT ANY TIME BEFORE, DURING AND AFTER CONSTRUCTION AND ON A LONG TERM BASIS. PLANTINGS SHALL BE DESIGNED TO MINIMIZE THE NEED FOR MOWING, PRUNING AND IRRIGATION.
- PLANT MATERIAL SHOULD BE PURCHASED FROM A SIMILAR PROVENANCE OR LOCAL SOURCE TO ENSURE SURVIVABILITY.

MINIMUM PLANT MATERIAL QUANTITIES AND PLANT SIZES

- 50 HERBACEOUS PLANTS PER 200 SF OF SHELF AREA
- PLANTS AT LEAST 4 CUBIC-INCH CONTAINER

GENERAL NOTES:

- TOPSOIL FROM THE SITE WILL BE SPREAD ACROSS THE SHALLOW WATER AND SHALLOW LAND ZONES PRIOR TO PLACEMENT OF PLANTS.
- SHRUBS SHOULD BE PLANTED IN CLUMPS TO FORM "LANDSCAPE ISLANDS" RATHER THAN EVENLY SPACED. THE ISLANDS SHOULD BE A MINIMUM OF 6' APART.
- NO SHRUBS SHOULD BE PLANTED WITHIN 10 FEET OF THE INLET OR OUTLET PIPES.

SOIL SPECIFICATIONS

SOILS USED WITHIN A STORMWATER SCM MUST ADHERE TO THE FOLLOWING REQUIREMENTS:

- THE SOIL MIX MUST BE UNIFORM AND FREE OF STONES, STUMPS, ROOTS, OR OTHER SIMILAR MATERIAL GREATER THAN 2 INCHES.
- SOIL TEXTURE OF THE MIX USED FOR STORMWATER WETLANDS SHOULD BE LOAMY SAND, WITH NO MORE THAN 10% CLAY (USDA SOIL TEXTURAL CLASSIFICATION).
- A MINIMUM ORGANIC CONTENT OF 10% BY DRY WEIGHT FOR AREAS PLANTED WITH WOODY SPECIES AND 5% FOR TURF AREAS.
- THE PH SHOULD BE BETWEEN 5.5 AND 7.0. IF THE PH FALLS OUTSIDE OF THIS RANGE, IT MAY BE MODIFIED WITH LIME TO INCREASE THE PH OR IRON SULFATE AND SULFUR TO LOWER THE PH. THE LIME OR IRON SULFATE MUST BE MIXED UNIFORMLY INTO THE SOIL PRIOR TO USE.
- TOPSOIL STOCKPILE LOCATION (IF USING ON-SITE SOILS) OR SOURCE OF TOPSOIL IF IMPORTED TO THE SITE. SOIL ANALYSIS FOR ALL TOPSOIL TO BE USED WITHIN A SCM FACILITY.

PLANTING SPECIFICATIONS:

- FOR EROSION CONTROL PLANTING AND BANK STABILIZATION (UPLAND AREA) FOLLOW EROSION CONTROL SEEDING SCHEDULE.
- UTILIZE A 90-DAY SLOW RELEASE FERTILIZER TABLET FOR PLANTS.
- PLACE 3 OR 4 INCHES OF QUALITY TOPSOIL TO THE SHALLOW LAND AND SHALLOW WATER REGIONS. THE PROJECT CAN UTILIZE THE EXISTING TOPSOIL BY STOCK PILING ON SITE AND AMENDING SOIL AS NECESSARY BASED ON SOIL ANALYSIS RESULTS.
- THE DETENTION POND MUST BE STABILIZED WITHIN 14 DAYS OF CONSTRUCTION. CONSIDER CONSTRUCTION SEQUENCING SO THAT PLANTS CAN BE PLANTED AND THE POND CAN BE BROUGHT ONLINE WITHIN 14 DAYS.

PLANTING SEASONS:

TREES/SHRUBS.....OCTOBER TO JUNE
HERBACEOUS PLANTS (SHALLOW LAND).....OCTOBER TO JUNE
HERBACEOUS PLANTS (SHALLOW WATER).....APRIL TO JUNE (RECOMMENDED)
MID-SEPTEMBER TO MID-OCTOBER
GRASSES.....YEAR ROUND

PLANTING OUT OF SEASON IS NOT RECOMMENDED. IF CONSTRUCTION SCHEDULE AND PLANTING SCHEDULE DO NOT CORRESPOND, STABILIZE BANKS (UPLAND AREA AND SHALLOW LAND) WITH APPROPRIATE TEMPORARY COVER CROP AND EROSION CONTROL MATTING UNTIL APPROPRIATE PLANTING SEASON.

PLANTS SHOULD BE INSTALLED AS LARGE DRIFTS (I.E. MASSES OF A SINGLE SPECIE) WITHIN THEIR RESPECTIVE PLANTING AREA. OVERLAPPING OR WEAVING OF THE PLANTING AREA EDGES IS RECOMMENDED.

ALL PLANTS SHALL BE DIRECTLY DESCENDED FROM INDIVIDUALS GROWING WILD WITHIN 100 MILES OF THE PROJECT SITE. IF SUITABLE STOCK CANNOT BE OBTAINED, PLANTS OF OTHER GENETIC PROVENANCE MAY BE UTILIZED WITH THE APPROVAL OF THE LOCAL REGULATORY AGENCY.

IRRIGATION MAY BE NECESSARY FOR SHALLOW LAND AND WATER ZONES IF PROLONGED DROUGHT DRAWS WATER LEVELS 6" OR MORE BELOW NORMAL POOL DURING THE FIRST SUMMER FOLLOWING PLANT INSTALLATION.

DO NOT PLANT CATTAILS. CATTAILS, ALTHOUGH A WETLAND PLANT, PROVIDE A HAVEN FOR MOSQUITOES AND WILL TAKE OVER AND CROWD OUT OTHER VITAL VEGETATION.

CONTRACTOR SHALL COORDINATE WITH A NURSERY SPECIALIST FROM A REGIONAL NURSERY FOR THREE HERBACEOUS PLANT SPECIES TO BE USED IN POND CONSTRUCTION BASED ON SEASONAL AVAILABILITY, REGIONAL SURVIVABILITY AND IN ACCORDANCE WITH THE APPROVED NCDEQ STORMWATER PERMIT.

REVISIONS:

No.	BY	DATE	DESCRIPTION

POND PLANTING, OPERATION & MAINTENANCE PLAN

THE TOWNS AT LIVE OAK

BEAUFORT TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA

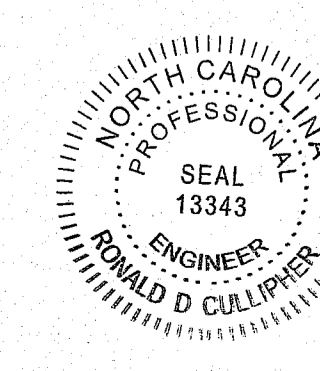
CLIENT: 1809, LLC
ADDRESS: 710 ARENDELL STREET, SUITE 201
MOREHEAD CITY, NC 28557
PHONE: 252-725-5375

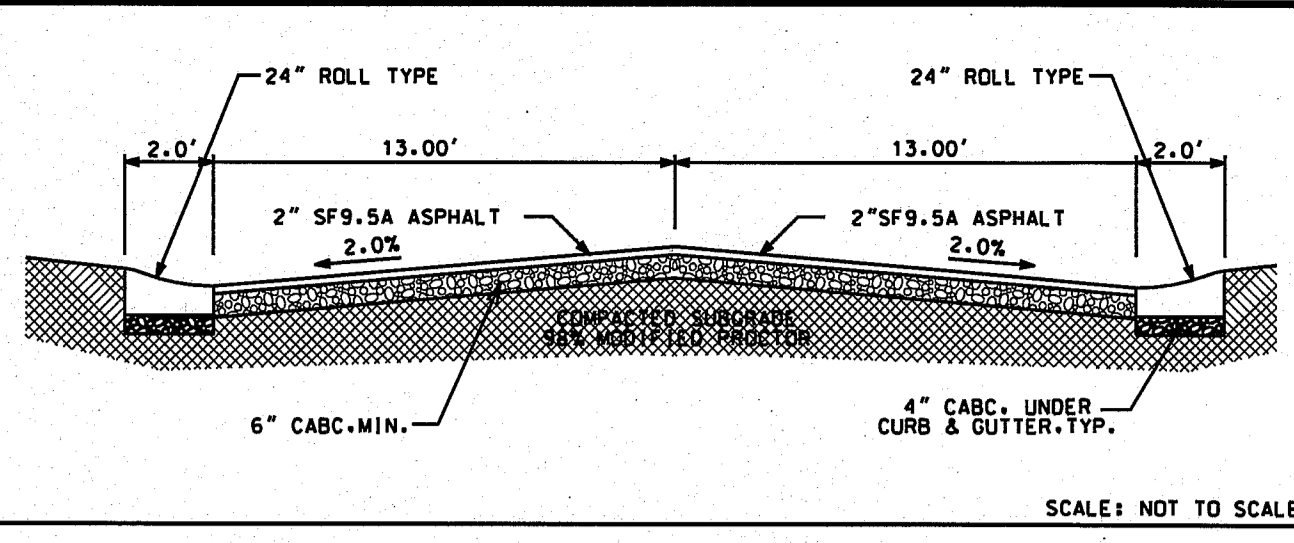
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DRAWN: RDC/GYT
CHECKED: RDC
APPROVED: RDC

DATE: 4/24/24
SCALE: 1" = 30'

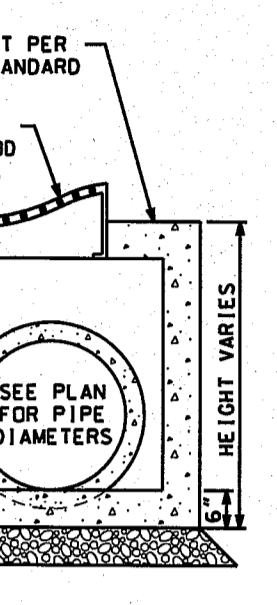
THE CULLIPHER GROUP, P.A.
ENGINEERING & SURVEYING SERVICES
151A HIGHWAY 24
MOREHEAD CITY, N.C. 28557
(252) 773-0090 LICENSE NO. C-4482

RONALD D. CULLIPHER P.E.

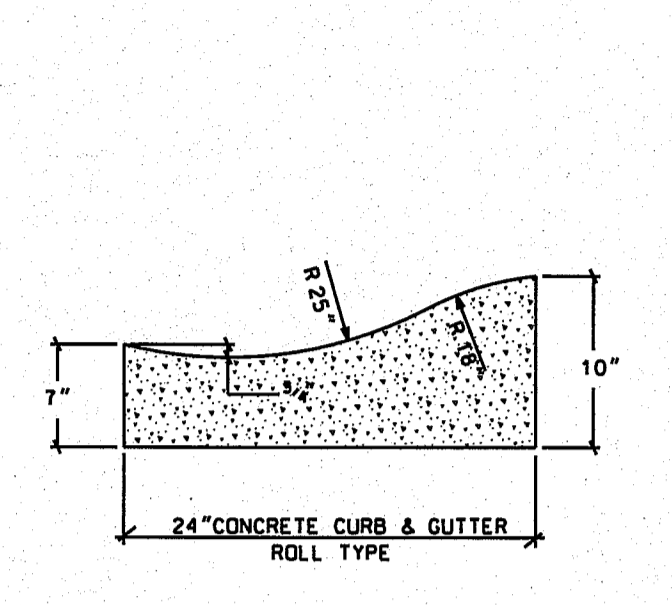




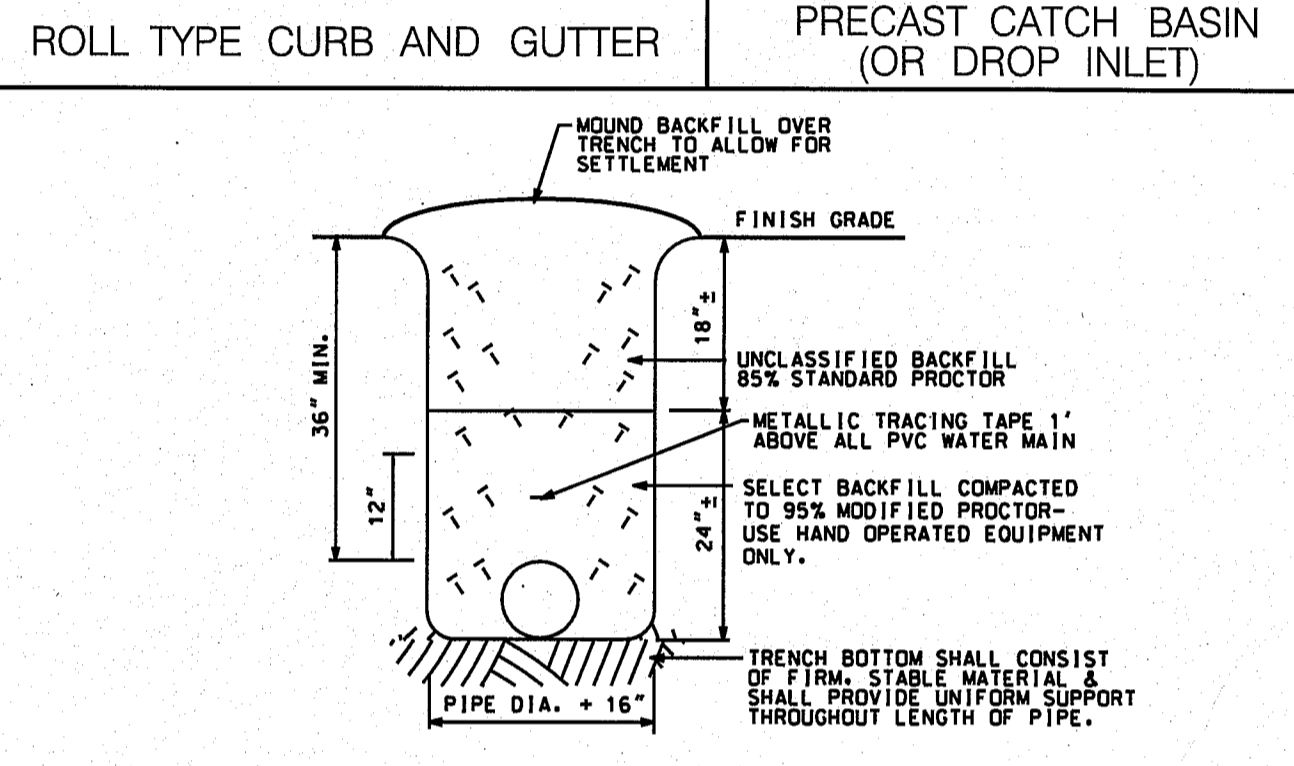
TYPICAL DRIVE SECTION



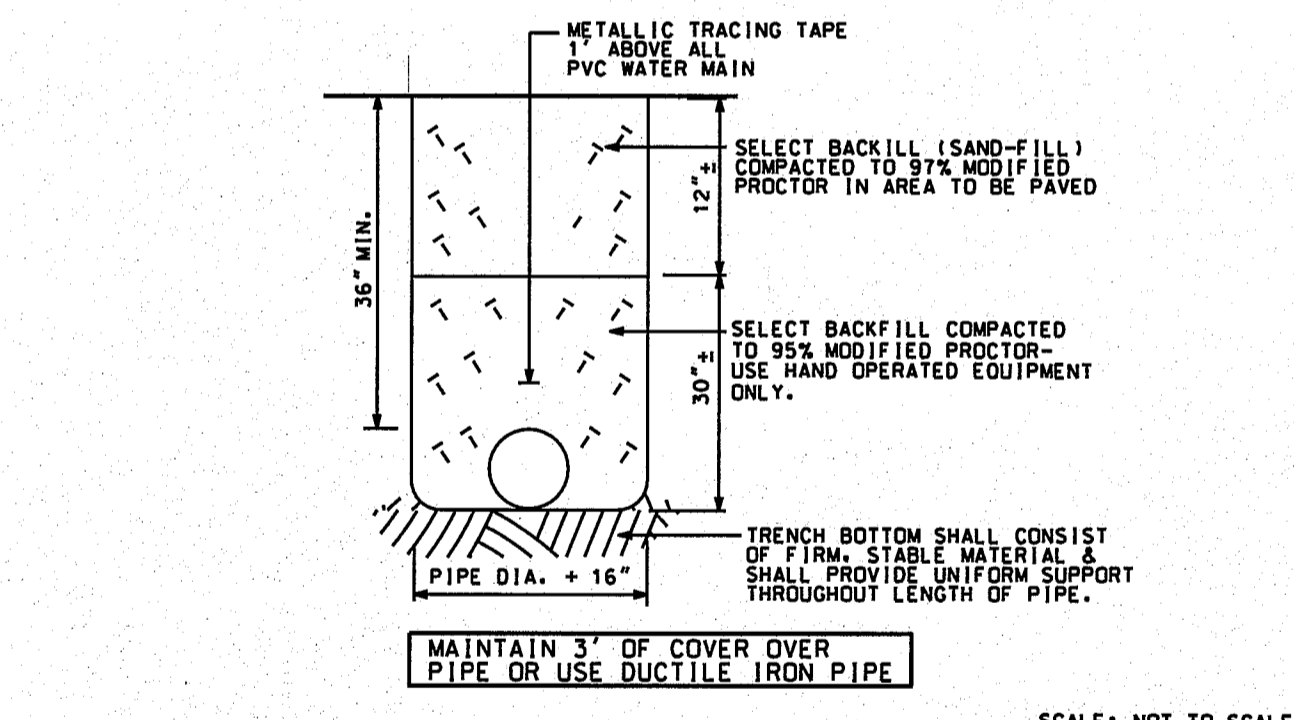
PRECAST CATCH BASIN (OR DROP INLET)



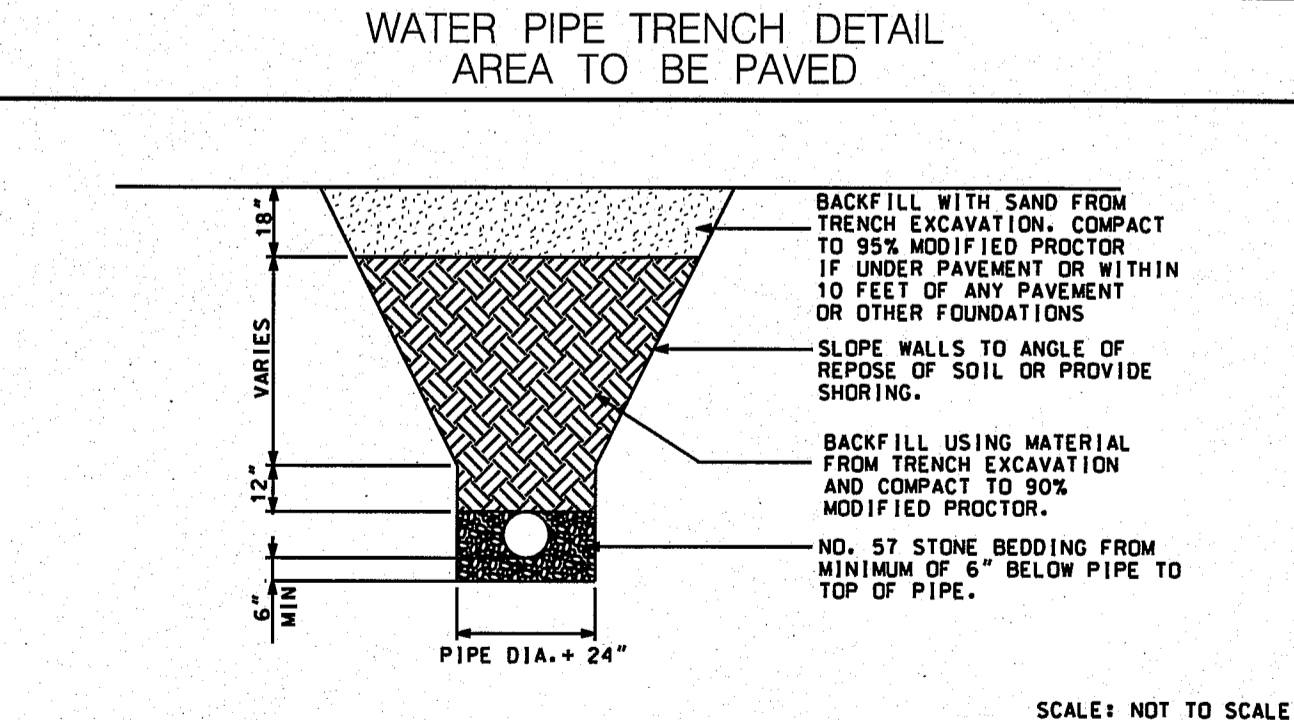
ROLL TYPE CURB AND GUTTER



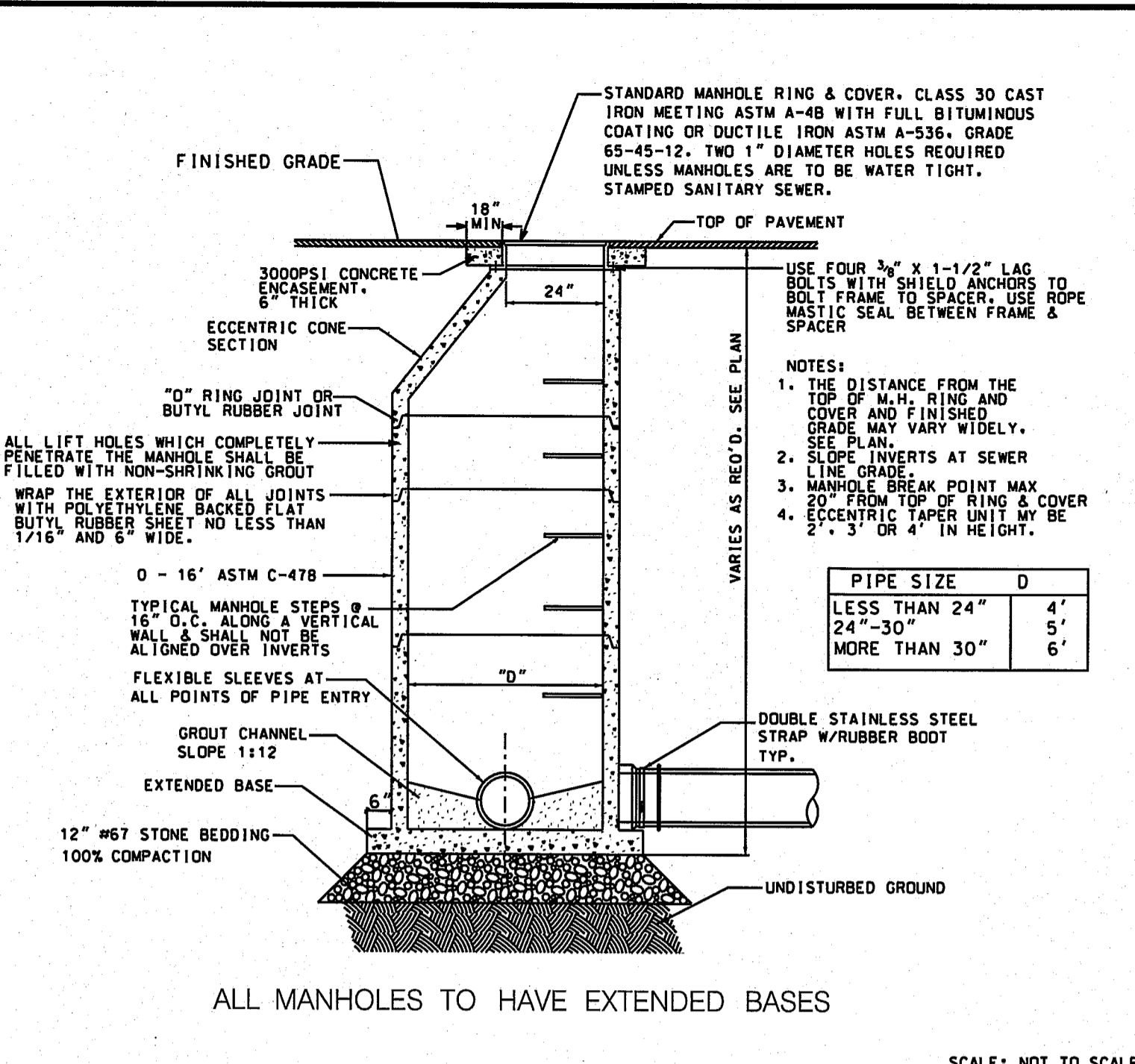
WATER PIPE TRENCH DETAIL OUTSIDE PAVED AREA



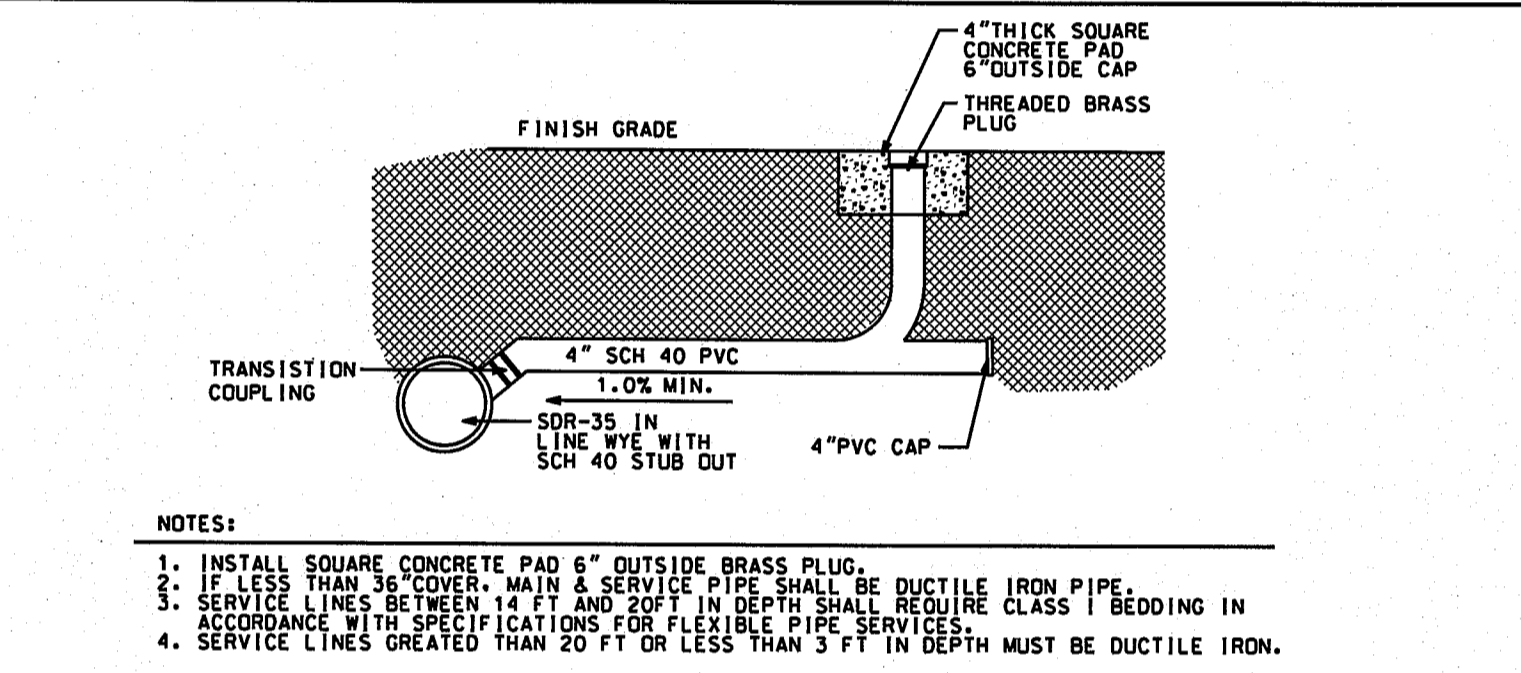
WATER PIPE TRENCH DETAIL AREA TO BE PAVED



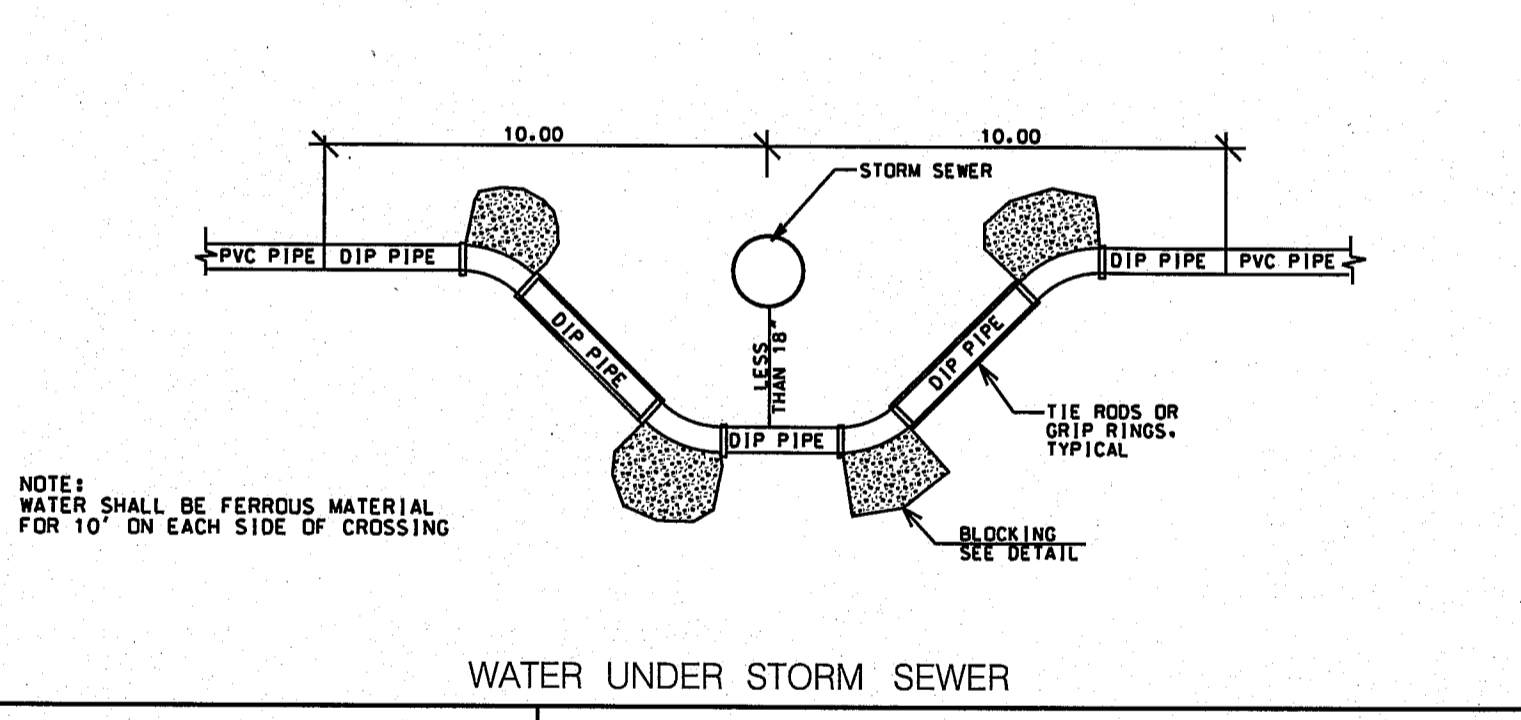
SEWER PIPE TRENCH



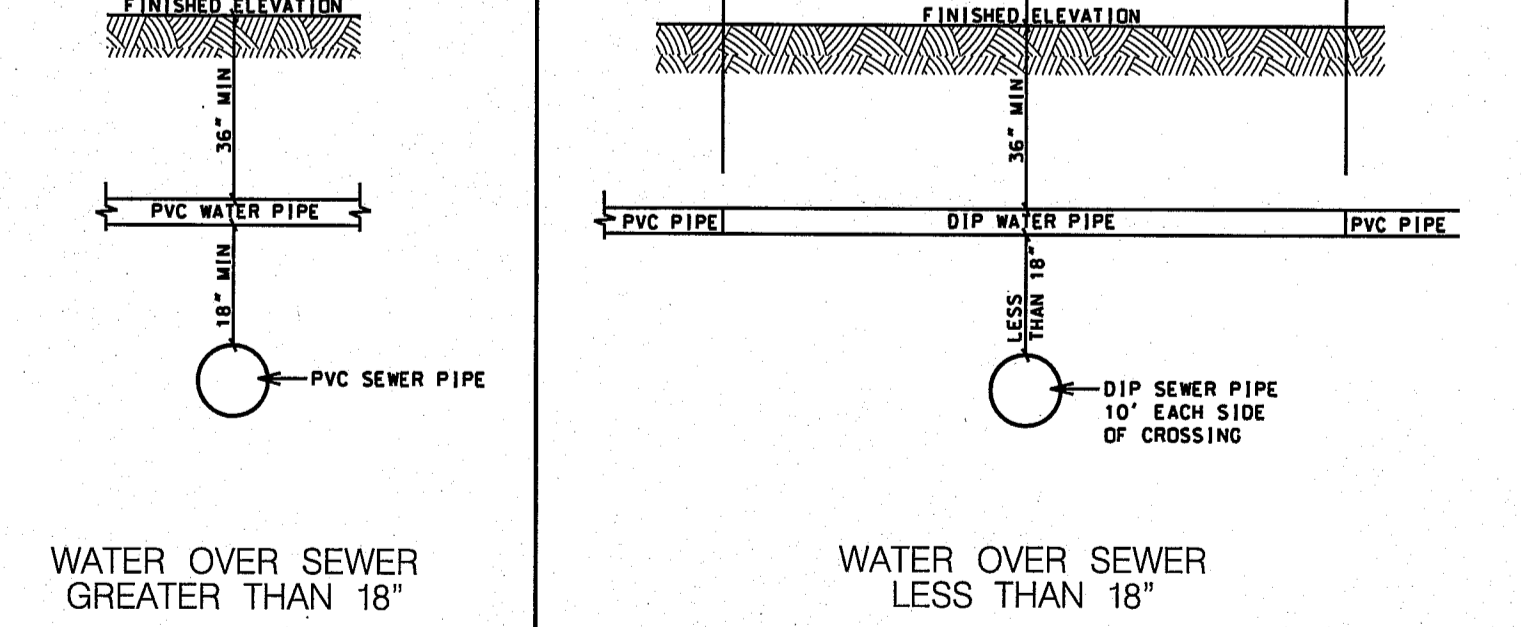
TYPICAL PRECAST MANHOLE



SANITARY SEWER SERVICE



WATER UNDER STORM SEWER



CROSSING DETAILS

RESULTANT THRUST AT FITTING AT 150 P.S.I. WATER PRESSURE

PIPE DIA.	45°	90°	135°	180°	225°	270°
4"	2,100	3,000	3,100	1,100	100	
6"	3,400	4,800	4,900	2,000	1,100	
8"	4,700	6,600	6,700	2,800	1,500	
10"	6,000	8,400	8,500	3,700	2,000	
12"	7,300	10,200	10,300	4,600	2,700	
14"	8,600	12,000	12,100	5,500	3,400	
16"	9,900	13,800	13,900	6,400	4,100	
18"	11,200	15,600	15,700	7,300	4,800	
20"	12,500	17,400	17,500	8,200	5,500	
24"	15,400	21,000	21,100	10,000	6,700	
30"	19,300	26,700	26,800	12,800	8,500	
36"	23,200	32,400	32,500	15,600	10,300	
42"	27,100	38,100	38,200	18,400	12,100	
48"	31,000	43,800	43,900	21,200	13,900	
54"	34,900	49,500	49,600	24,000	15,700	

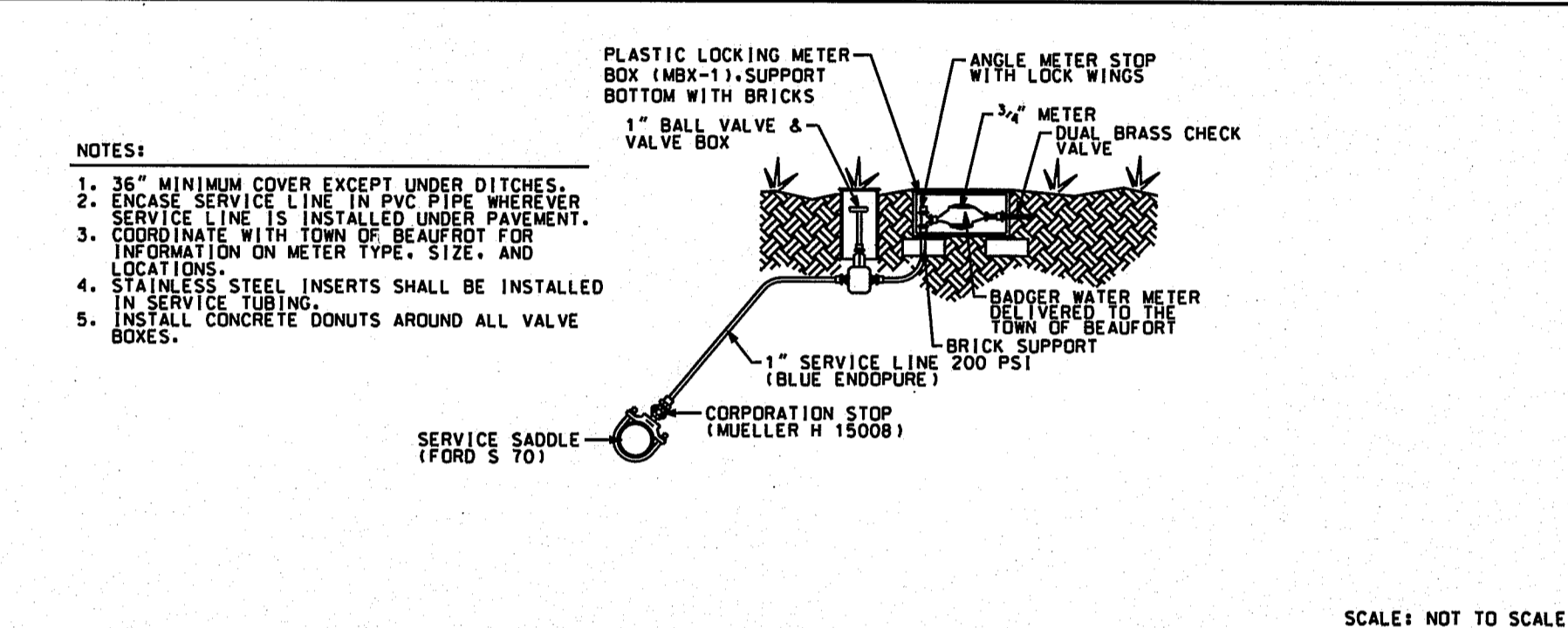
SOIL BEARING LOAD (LB./SQ. FT.)

MUCK	0
SOFT CLAY	1,000
SANDY SILT	3,000
SANDY CLAY	4,000
HARD CLAY	5,000

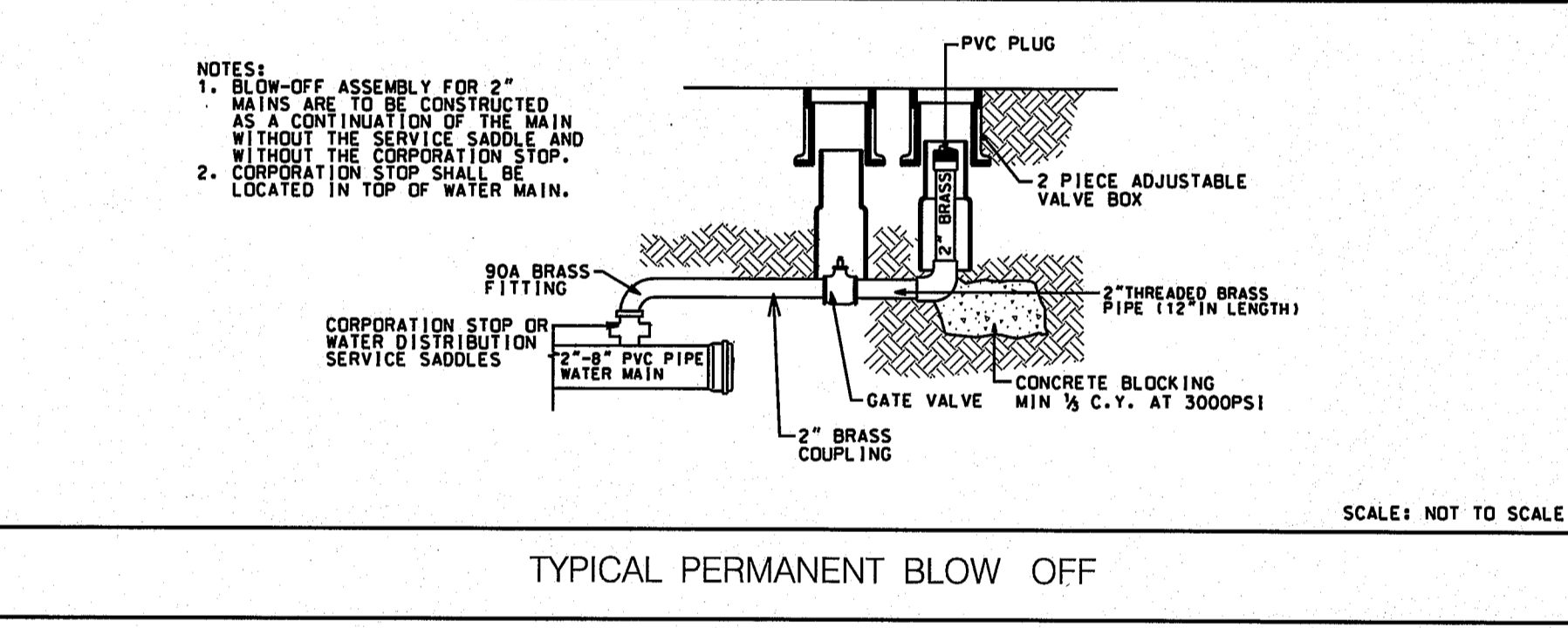
TO DETERMINE THE SIZE OF A CONCRETE THRUST BLOCK, DIVIDE THE TOTAL FORCE BY THE BEARING CAPACITY OF THE SOIL. THE QUOTIENT WILL BE THE SIZE OF THE BEARING AREA OF THE THRUST BLOCK IN SQUARE FEET. APPROXIMATE VALUES FOR VARIOUS TYPES OF SOILS ARE LISTED IN THE TABLE. NO RESPONSIBILITY CAN BE ASSUMED FOR THE ACCURACY OF THESE VALUES DUE TO THE WIDE VARIATION OF BEARING LOAD CAPACITIES FOR EACH SOIL TYPE.

SEE BEAUFORT MANUAL FOR ADDITIONAL DETAILS ON THRUST BLOCKING

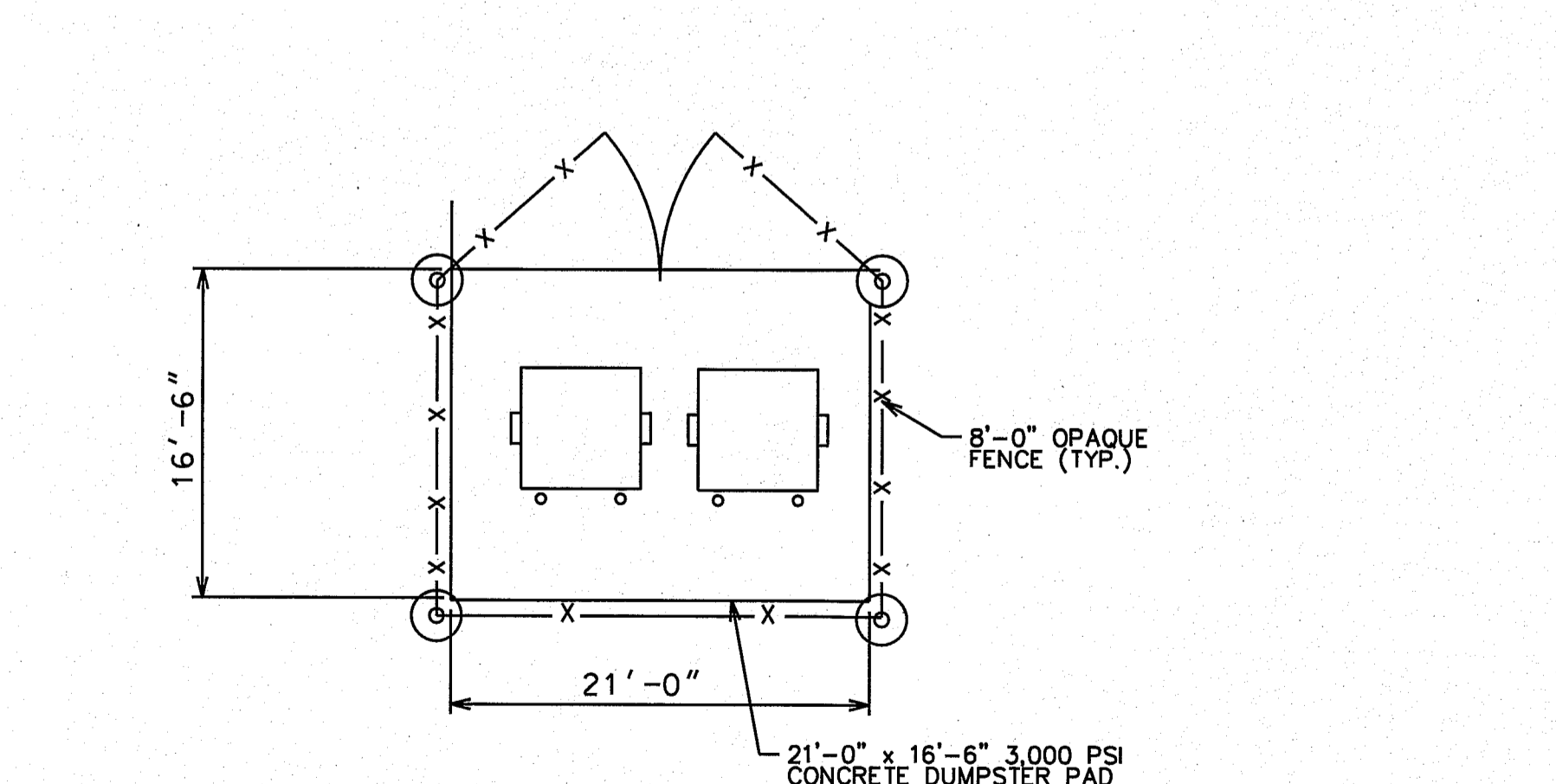
THRUST BLOCKING DETAIL



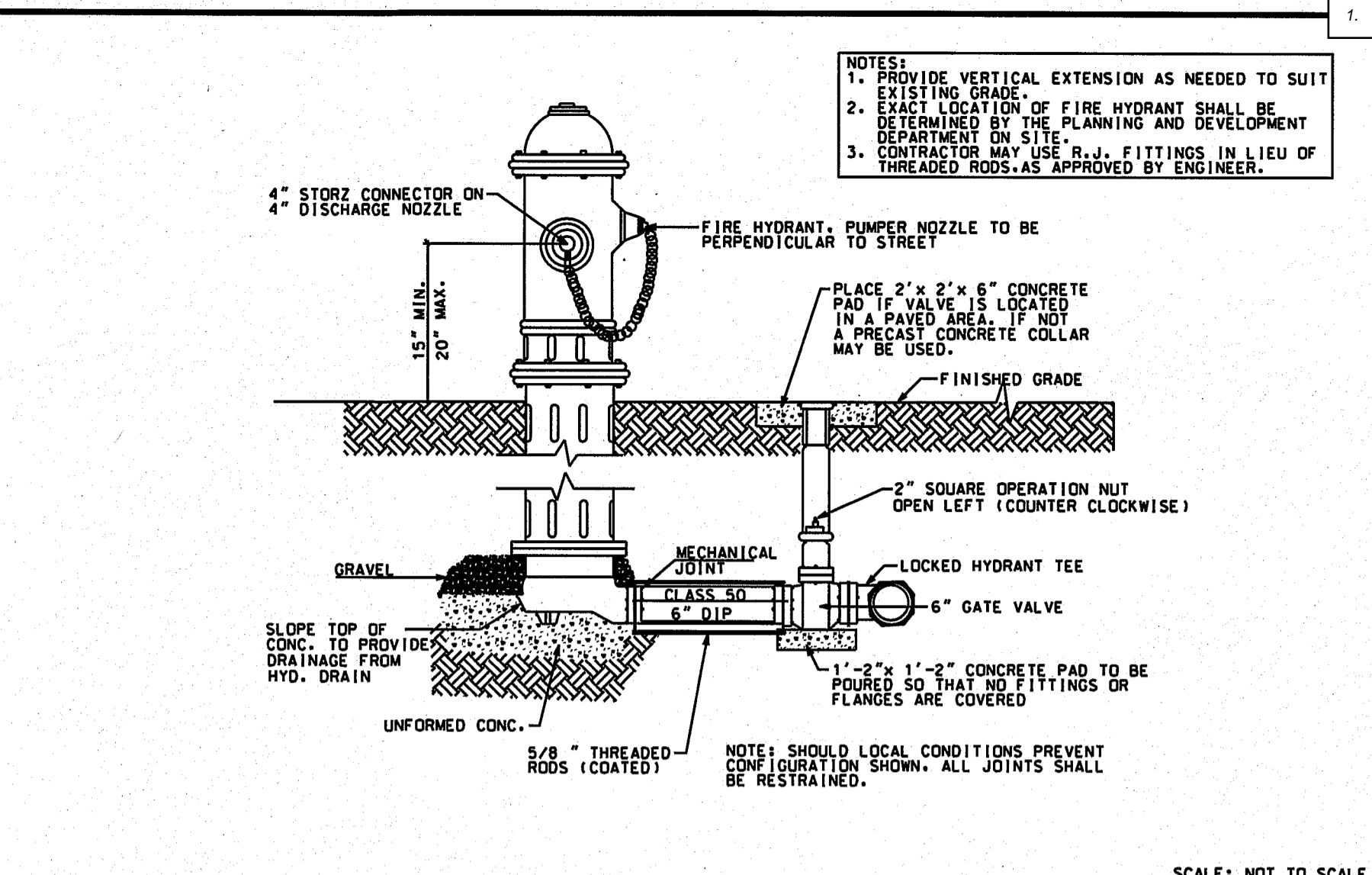
WATER METER SET



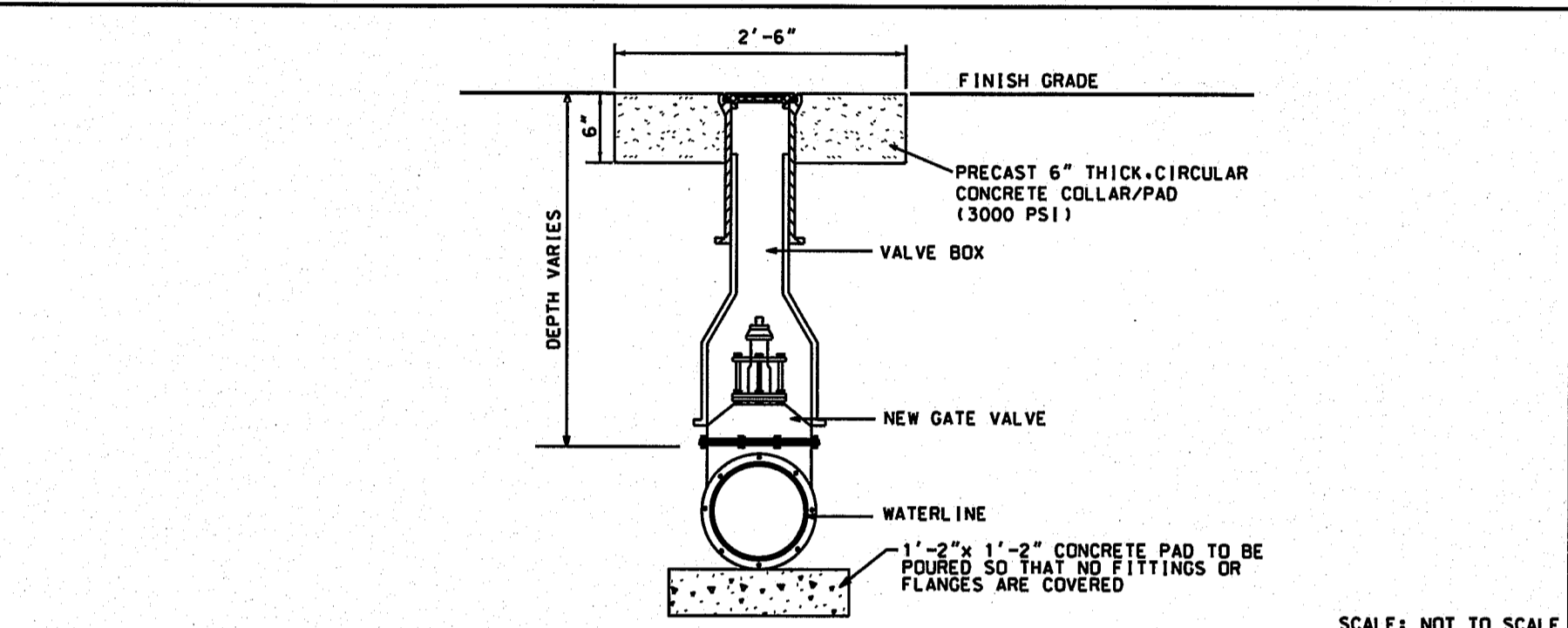
TYPICAL PERMANENT BLOW OFF



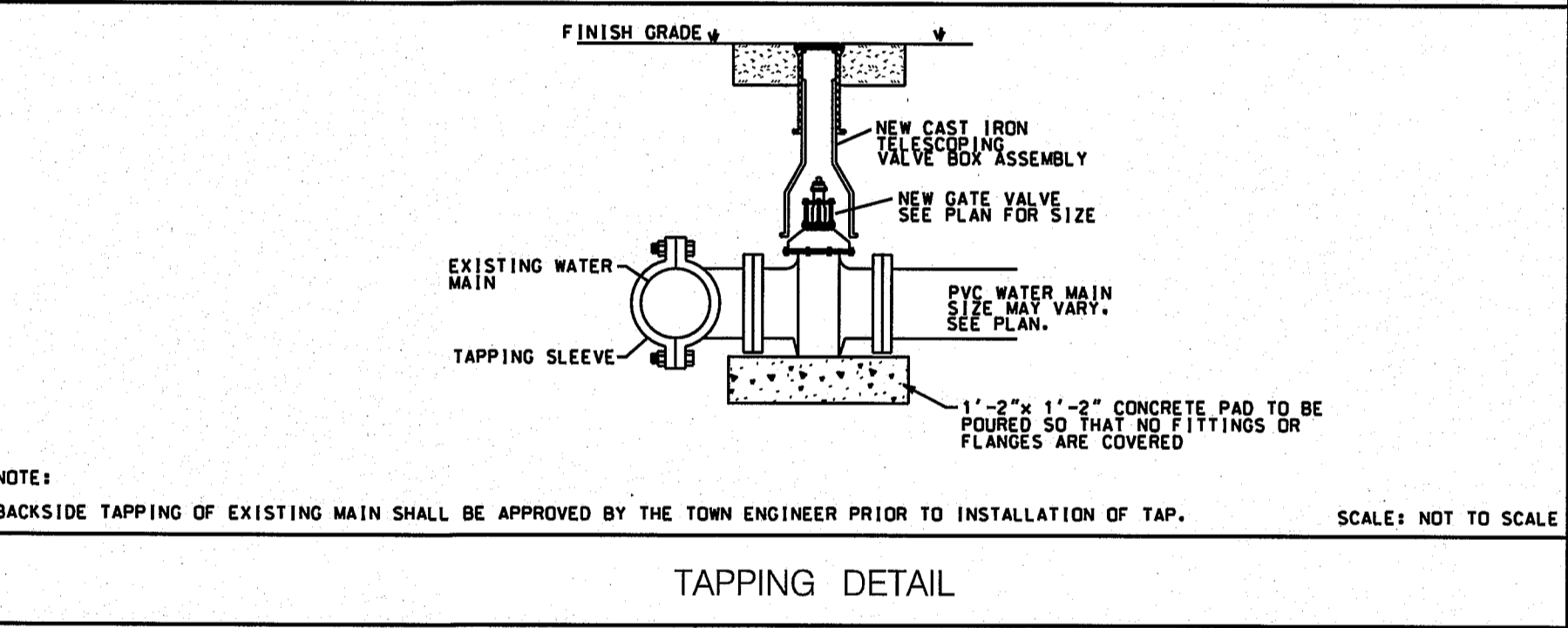
DUMPSTER PAD DETAIL



TYPICAL FIRE HYDRANT ASSEMBLY

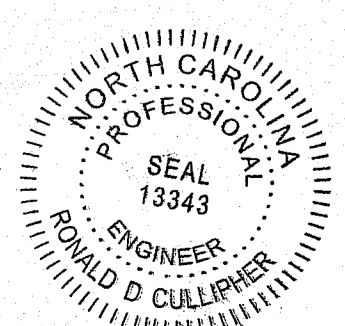


NEW GATE VALVE & VALVE BOX DETAIL



TAPPING DETAIL

SHEET # C7.0
PROJECT #: PM3040
DESIGN FILE #: PM3040 CONSTRUCTION.DGN



DETAILS

THE TOWNS AT LIVE OAK

BEAUFORT TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA

CLIENT: 1809, LLC
ADDRESS: 710 ARENDELL STREET, SUITE 201
MORHEAD CITY, NC 28557
PHONE: 252-725-5375

DESIGNED: RDC/GYT
DRAWN: RDC/GYT
CHECKED: RDC
APPROVED: RDC

DATE: 4/24/24
SCALE: AS NOTED

REVISIONS:

No.	BY	DATE	DESCRIPTION

THE CULLIPHER GROUP, P.A.
ENGINEERING & SURVEYING SERVICES
161A HIGHWAY 24
MORHEAD CITY, N.C. 28557
(252) 779-0080 LICENSE NO. C-4482
Ronald D. Cullipher 4/24/24
RONALD D. CULLIPHER P.E.

NORTH CAROLINA
CARTERET COUNTY

Prepared By:
White & Allen, P.A.
304 N. 35th Street, Morehead City, NC 28557

DECLARATION OF CONDITIONS, RESTRICTIONS AND COVENANTS
OF THE TOWNS AT LIVE OAK SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by, 1809, LLC, a North Carolina limited liability company hereinafter referred to as "Declarant," who do hereby covenant and agree to and with all other persons, firms or corporations now owning or hereafter acquiring as owners any tract or parcel of land in the area designated.

WITNESSETH:

WHEREAS, 1809, LLC is the owner of certain property in Beaufort Township, Carteret County, North Carolina; and,

WHEREAS, Declarant desires to provide for the maintenance and upkeep of the common area located within The Towns At Live Oak Subdivision (the "Subdivision") and to provide for enforcement of covenants and restrictions applicable to the Subdivision, and desires to subject all of the property within the Subdivision to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it advisable to create an organization to own, maintain and administer the Common Area (as herein after defined), to administer and enforce covenants and restrictions applicable to the Subdivision, and to collect and disburse the assessments and charges hereinafter created, and Declarant has therefore incorporated under North Carolina law as a non-profit corporation, The Towns At Live Oak Homeowners Association, Inc. for the purpose of exercising the aforesaid functions; and,

WHEREAS, Caviness and Cates Building and Development Company has entered in an Agreement with 1809, LLC whereby Caviness and Cates Building and Development Company will be the builder of all townhome units located on the Property.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, owned, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of same, and which shall run with the 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.

ARTICLE I
DEFINITIONS

Any defined term used in this Declaration shall have the meaning set forth below or, if not specifically defined in this Article I, the meaning of such term as set forth in the Act or in any other provision of this Declaration.

Section 1: "Act" shall mean Chapter 47F of the North Carolina General States, known as the North Carolina Planned Community Act.

Section 2: "Association" shall mean The Towns At Live Oak Homeowners Association, Inc. and its successors and assigns.

Section 3: "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4: "Property" shall mean that certain real property herein described in Article II, Section 1, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5: "Common Area" shall mean all real property (including any improvements thereto) and personal property owned or maintained by the Association for the common use and enjoyment of Owners. Common Area shall also include, for purposes of maintenance, operation, repair and improvements, all utilities, drainage easements and storm water detention facilities located on or connected with the Property and any additions thereto as provided in this Declaration.

Section 6: "Lot" shall mean any plot of land shown upon any recorded subdivision plat of the Property with the exception of the Common Area and any public street rights-of-way shown on said plat. In the event that any Lot is increased or decreased in size by recombination or resubdivision through recordation of a new subdivision plat, any newly-platted Lot shall thereafter constitute a Lot hereunder.

Section 7: "Member" shall mean every person or entity who holds membership in the Association as the Owner of a Lot.

Section 8: “Unit” shall mean any building or portion thereof within the Property which is designated and intended for use and occupancy as a residence by a single family, whether by the Owner of such Unit or by tenants or lessees of such Owner.

Section 9: “Declarant” shall mean and refer collectively to 1809, LLC and their successor and/or assigns.

ARTICLE II
PROPERTY SUBJECT TO DECLARATION

Section 1: Existing Property. The real property which is and shall be held, transferred, sole, conveyed, used and occupied subject to this Declaration as of the date of recording hereof, which is within the jurisdiction of the Association, is described as follows:

Lying and being in Beaufort Township, Carteret County, North Carolina and being more particularly described as follows:

All of that property, including lots and common area as shown on that plat entitle “The Towns at Live Oak” prepared by The Cullipher Group, P.A. dated 3/25/24 and recorded in Book _____, page _____,(file# _____) Carteret County Registry.

Section 2: Annexation of Additional Property. At any time prior to June 1, 2054, additional land may be annexed by 1809, LLC without the consent of the Members and therefore shall become subject to this Declaration by the recording by 1809, LLC of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Furthermore, at any time either Declarant owns any Lot within the Property, additional land may be annexed by 1809, LLC without the consent of the Members and therefore become subject to this Declaration by the recording by 1809, LLC of a plat showing such property to be annexed of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Any property annexed must be contiguous to property already subject to this Declaration. Any property annexed pursuant to this subsection may be annexed and subjected to this Declaration as one parcel or as several parcels at different times. The addition of such property pursuant to this Section may increase the cumulative number of Lots within the Property and, therefore, may alter the relative maximum voting strength of the various types of Members.

A supplementary declaration may contain such complementary additions to and modifications of the covenants and restrictions contained in this Declaration, including, without limitation, different voting rights and different annual and special assessments for the Lots so annexed, as Declarant, in its sole discretion, may deem necessary or appropriate to reflect the different character or use of the property added. Except as provided in Section 3 of Article IX hereof, in no event, however, shall any supplementary declaration revoke, modify or add to the covenants and restrictions established by this Declaration so as to materially and adversely affect any portion of the Property already subject to this Declaration, except for the dilution of voting strength that occurs as a result of the inclusion of additional Members of the Association. A supplementary declaration annexing additional property need only be executed by the Declarant, and if applicable, by the owner of the property being annexed, and shall not require the joinder or consent of the Association or any of its Members. Nothing

contained in this Article shall be construed to obligate or require Declarant to make any additions to the Property.

Section 3: Merger. Additional property may also be made subject to this Declaration by merger or consolidation of the Association with another non-profit corporation formed for the same or similar purposes. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration within the Property and the covenants and restrictions established upon property owned by the other association as one scheme. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 4: Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex Additional Property pursuant to this Article for the purpose of removing any portion of the Property then owned by Declarant or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of changes whatsoever in the plans for the Subdivision, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Subdivision.

Section 5: Good Faith Lender’s Clause. Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot or commercial Unit, which liens may be enforced in due course, subject to the terms of this Declaration.

ARTICLE III
PROPERTY RIGHTS

Section 1: Owner's Easement of Enjoyment. Except as otherwise provided herein any by the rules and regulations adopted by the Board of Directors of the Association, each Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner, subject to a hearing or opportunity to present evidence in accordance with NCGS Section 47F-3-107.1 for any period during which any assessment against his or her Lot remains unpaid, or for a period exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public or quasi-public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. After Class B Lots cease to exist, no such dedication or transfer shall be effective unless the Members entitled to at least 80% of the vote of the entire membership of the Association agree to such dedication, sale, or transfer and signify their agreement by a signed document recorded in the applicable public registry for Carteret County, North Carolina. Nothing herein shall be deemed to prohibit the Board of Directors of the Association, without the consent of the Members, from granting easements over and across the Common Area to any public or quasi-public agency, authority or utility for the installation and maintenance of sewage, utility (including cable television or internet) or drainage facilities when, in the opinion of the Board of Directors of the Association, such easements are necessary for the convenient use and enjoyment of properties within the Subdivision. Notwithstanding anything herein to the contrary, the Common Area shall be preserved for the perpetual benefit of the owners of Lots within the Subdivision and

shall not be conveyed except to a governmental entity or another non-profit corporation organized for similar purposes.

(c) the right of the Association to borrow money, and, after Class B Lots cease to exist, with the assent of Members' entitled to at least 80% of the votes of the entire membership of the Association, mortgage, pledge, deed of trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of any such lender shall be subordinate to the property rights of the Members and the Association.

(d) the right of the Association to exchange all or part of the Common Area for other property and consideration of like value and utility, provided, however, that after Class B Lots cease to exist, any such dedication shall require the consent of the Members as set forth in Section (b) above, and further provided that, if the Board of Directors of the Association determines, in its sole discretion, that such exchange is necessary to cure an encroachment or setback violation on any Lot, the Board may effect such exchange without the consent of or approval by the Members.

(e) the right of the Association to expand or add to the Common Area and to improve, maintain and operate the Common Area.

(f) the right of the Association to adopt, promulgate and enforce rules and regulations concerning the use of the Common Area.

Section 2: Conveyance of Common Area. No later than the time during which there are no Class B Lots, the Declarant shall convey and transfer to the Association, and the Association shall accept, fee simple title to the Common Area, subject to any easements, reservations, and restrictions of record. Notwithstanding the foregoing, if the Declarant owns one or more Lots at the time of said conveyance, the Declarant reserves an easement over and across any Common Area for the purpose of construction and maintaining any improvements on the Common Area as the Declarant deems necessary or advisable.

Section 3. Regulation and Maintenance of Common Area. It is the intent of the Developer that the Common Area be preserved to the perpetual benefit of the Owners within the Subdivision. The board of directors of the Association may adopt and promulgate rules and regulations governing the use of the Common Area by the Owners and their family, guests, and invitees. No Owner or family, guest or invitee thereof shall use the Common Area in violation of any such rules or regulations or in any manner that in any way interferes with the rights of the other Owners. The Association shall be responsible for the management and control of the Common Area and shall keep the Common Area in good condition, order and repair, at its expense. The Association and its employees, agents, contractors and subcontractors shall have a nonexclusive right and easement at all times to enter upon any portion of a Lot to the extent necessary to gain access and maintain improvements and facilities within a Common Area and no such entry shall be deemed a trespass.

Section 4. Insurance. The Association shall obtain and at all times maintain adequate liability insurance covering the Association itself and the Common Area and other property owned by the Association, including but not limited to officers' and directors' liability insurance.

Section 5. Declarant's Reserved Rights. Until such time as no Declarant owns any Lots in the Subdivision, the Declarant shall have the right to alter the boundaries of the Common Area,

whether or not it has been previously deeded to the Association, subject to NCGS §47F-3-112; provided that such alteration does not substantially, materially and adversely affect the function and use of the Common Area. The Association and each Owner hereby irrevocably appoints both parties comprising the Declarant as his, her or its attorney-in-fact to execute and/or deliver any documents, plats, deeds or other written matters necessary or convenient to accomplish the addition of the Common Area or Property or both, to create easements as deemed necessary by Declarant, and to adjure the boundary or boundaries of the Common Area.

During all such times as there are multiple parties comprising the Declarant, all rights of the Declarant hereunder shall be exercised only jointly by the Declarant, or as otherwise determined by the parties comprising the Declarant, with the exception of voting rights a Declarant may have by virtue of lot ownership, which may be exercised by each party comprising the Declarant individually.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2: Classes of Membership. The Association shall have two classes of voting membership. The voting rights of the membership shall be appurtenant to the ownership of the Lots and may not be separated from ownership of any Lot.

(a) Class A Lots. Class A Lots shall consist of all Lots except Class B Lots. Ownership of a Class A Lot shall entitle the Owner of such Lot to one (1) vote. When more than one person holds an interest in any Lot (other than a leasehold or security interest), all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional voting shall not be allowed.

(b) Class B Lots. Class B Lots shall be all Lots owned by either Declarant which have not been converted to Class A Lots as set forth below. Each Declarant shall be entitled to twenty (20) votes for each Class B Lot it owns. Class B membership shall cease and Class B Lots shall be converted to Class A Lots upon the earlier to occur of the following: (i) no Declarant owns any Lots within the Property; or (ii) upon written waiver of the Class B membership by the Declarant, which waiver shall apply only to such Lots as may be owned by said Declarant. When the Class B Lots cease to exist and are converted to Class A Lots, Declarant shall have the same voting rights as other Owners of Class A Lots.

(c) Declarant’s Voting Rights. Until the Class B Lots cease to exist, as provided above, Declarant shall be vested with the sole voting rights of the Association on all matters (including but not limited to election and removal of directors and officers of the Association), except such matters to which the Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association specifically require a vote of the Class A Members.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of 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 to the Association annual assessments and special assessments, such assessments to be established and collected as hereinafter provided. All assessments which are unpaid when due, together with interest and late charges set forth in Section 9 of this Article V and all costs of collection, including reasonable attorneys' fees, shall be a charge against and a continuing lien upon the Lot against which such assessment is made subject to NCGS § 47F-3-116, as amended. Each such assessment or charge, together with interest and costs of collection, including reasonable attorney's fees, subject to notice provided in NCGS § 47F-3-116(e), shall also be the personal or corporate obligation of the person, firm or corporation owning such Lot at the time when such assessment fell due, but such personal obligation shall not be imposed on such Owner's successors in title unless expressly assumed by them. Although unpaid assessments and charges are not the personal obligation of such Owner's successors in title unless expressly assumed by them, the unpaid assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.

It is the intent of the Declarant that any monetary fines imposed against an Owner pursuant to the Bylaws of the Association or in this Declaration and, subject to NCGS §47F-3-107.1, shall constitute a lien against the Lot of such Owner to the same extent as if such fine were an assessment against such Lot.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Subdivision and, 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 Area, including but not limited to, maintenance, reconstruction and repair of water and sewer lines and detention ponds located within the Common Area, restoration of party walls in the event of destruction or damage, landscaping maintenance, the cost of repairs, electricity, utilities, replacements and additions, the cost of labor, and equipment, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, garbage and trash collection services, street lighting, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3: Basis and Maximum of Annual Assessments. (a) No assessments shall be made on any Lot until the first day of the first year following the date the platted Lot shall have been conveyed by deed to an Owner other than Declarant. Until January 1 of the second year following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Thousand Two Hundred Dollars (\$1,200.00) per Lot.

For so long as Class B Lots exist, the Board of Directors, in its sole discretion, shall have the authority to adopt an annual budget without a vote of the membership. Once Class B Lots cease to exist, the annual assessment may be increased by the Board of Directors effective January 1 of each

year without a vote of the Members, but subject to the limitation that the percentage of any such increase shall not exceed 15% of the annual assessment for the previous year unless such increase is approved as set forth in Section 3(b) of this Article V.

(b) Annual Assessments and Ratifications by Budgets. After Class B Lots cease to exist, the Board of Directors shall adopt a proposed budget (including the proposed annual assessment for each Class of Lots) at least annually. Within 30 days after adoption of the proposed budget, the Board of Directors shall send a copy of the proposed budget and shall give written notice to the Members of a meeting of the Members to consider ratification of the budget, such meeting to be held not sooner than 10 days nor more than 60 days after the mailing of such notice. Such meeting may, but need not be, combined with the annual meeting of Members. Except as required by Section 7 below, there shall be no requirement that a quorum be present in order to vote on ratification of the budget (although a quorum must be present to vote on other matters). The budget shall be deemed ratified unless, at that meeting, Members having a majority of the votes of the entire membership cast votes to reject the budget. Notwithstanding the foregoing, if the budget provides for annual assessments not larger than 10% of the assessment in effect for the immediately preceding year, such budget shall be deemed ratified unless Members having at least 80% of the votes of the entire membership vote to reject the budget. If the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board. Any annual assessment ratified by the Members shall continue thereafter from year to year as the annual assessment until changed by the Board of Directors and ratified by the Members as set forth herein.

Section 4: Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the current or future cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, including but not limited to water and sewer lines and the detention ponds, for the repayment of any indebtedness and interest thereon, or for any other purpose provided that any such assessment shall have the same consent of the Members as provided in Section 3(b) of this Article.

Section 5: Assessment Rate and Collection Period. Except as provided in Section 6 of this Article V, the annual and special assessments shall be fixed at a uniform rate for all Lots within each subclass of Lots and may be collected on a yearly, semi-annually, quarterly or monthly basis, as determined by the Board of Directors.

Section 6: Declarant’s Assessments. Notwithstanding any other provision of this Declaration or the Bylaws of the Association, the Declarant shall not be obligated for, nor subject to, any annual or special assessment for any Lot or other property that it owns within the Property. Notwithstanding the foregoing any Lot owned by Declarant which contains a dwelling occupied as a residence shall be assessed at the rate applicable to Class A Lots.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 3(a) and 4. After Class B Lots cease to exist, written notice of any meeting called for the purpose of taking any action authorized under Section 3(a) or 4 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days prior to the meeting. At such meeting, the presence of Members, in person or by proxy, entitled to cast sixty (60%) percent of the votes of the entire membership shall constitute a

quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and if called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 8: Date of Commencement of Annual Assessment; Amount of Initial and Subsequent Annual Assessments; Certificate of Payment. Unless a different commencement date is set by the Board of Directors, the annual assessments provided for herein shall commence as to each Lot in any phase on the first day of the month following the conveyance of a Lot within that phase to an Owner other than the Declarant or a builder. Unless a lower amount is set by the Board of Directors and ratified by the Members, the first annual assessment shall be the “Maximum Annual Assessment” set forth in Section 3 of this Article and shall be prorated according to the number of days remaining in the calendar year.

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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Remedies for Nonpayment of Assessment. Any assessment not paid within ten (10) days after the due date shall bear a late charge as the Board of Directors may from time to time establish, and, if not paid within thirty (30) days after the due date, shall also bear interest from the due date at the lesser of the annual rate of eighteen percent (18%) or the maximum amount permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot for which such assessment is due subject to NCGS §47F-3-116, as amended. Interest, late payment charges, reasonable attorneys’ fees and the costs of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape or deny liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage encumbering a Lot. Sale or transfer of any Lot shall not affect the assessment lien except as otherwise provided by law. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided herein shall continue to be subordinate to the lien of any first mortgage.

Section 11. Exempt Property. All property dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from assessments created herein. Notwithstanding the foregoing, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI
MAINTENANCE OF LOTS AND UNITS

Section 1. Association’s Responsibility. In addition to maintenance of the Common Area and the improvements and facilities located thereon, the Association shall be responsible for maintaining the grass, plants, shrubs, trees, landscaping, walks and parking areas (“Yard Improvements”) installed by Developer or the Association, and any Yard Improvements installed by an Owner with the prior

written consent of the Association (but only to the extent that such consent specifically provides that the Association will maintain such added landscaping). The Association shall also be responsible for certain exterior maintenance of the Units, including the painting, repair, replacement and care of exterior building surfaces (including exterior doors installed as part of the initial construction of the Unit), roofs, gutters and down spouts, sidewalks, stoops and parking area. The Association shall not be responsible for maintenance or repair of glass surfaces or for any improvements not part of the original construction unless the architectural approval granted by the Association for subsequent improvements specifically provides that the Association will maintain such improvements. Furthermore, (i) the Association shall not be responsible for repair or replacement of any Yard Improvements or the exterior of any Unit when such repair or replacement is necessitated by work done by or at the request of any Owner or any utility company or governmental entity; and (ii) the Association shall not be responsible for repairing any damage caused by the negligent or willful act or omission of the Owner of such Unit or such Owner's tenants, subtenants, or family members or the guests or invitees of any of them. In order to enable the Association to perform the maintenance and repairs which are its responsibility, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance.

In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family, guests or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, attending a strike, civil commotion, aircrafts, vehicles, and smoke, as the foregoing are defined and explained in the North Carolina Standard Fire and Extended Coverage insurance policies and the Association chooses to undertake such maintenance, repair or replacement, the cost of such performance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Section 2. Maintenance of Detention Ponds. The Association shall be responsible for maintaining and repairing the detention ponds located on the Common Area in accordance with the standards required by the Town of Beaufort and the State of North Carolina.

Section 3. Maintenance of Water and Sewer Lines. The water and sewer lines and all appurtenances thereto located within the Common Areas shall be properly maintained and operated by the Association in accordance with all applicable state and local laws. The Association shall allocate in its yearly budget and set aside in a separate account funds which may be used to repair, maintain, or reconstruct said water and sewer lines and appurtenances thereto should same become necessary. In the event of a voluntary dissolution by the Association, the Association shall first transfer said water and sewer lines and all appurtenances thereto to some other person, corporation or entity acceptable to and approved by the State of North Carolina and the Town of Beaufort.

Section 4. Owner's Responsibility; Remedy for Owner's Failure to Maintain. Any maintenance on a Lot that is not the responsibility of the Association, whether by the terms of this Declaration or by written acceptance of same, shall be the responsibility of the Owner of such Lot. Each Owner shall keep his Lot and Unit in an orderly condition and shall keep the improvements thereon in a suitable state of repair, except for those improvements that the Association is responsible for maintaining as provided in this Declaration. If an Owner does not make any repair or perform any maintenance required of such Owner, the Association shall have the right (but not the obligation), through its agents and employees, by the affirmative vote of a majority of the board of directors of the Association, to enter upon such Lot and to repair, maintain and restore the Lot or exterior of the

Unit erected thereon, and the cost of such exterior maintenance, plus a surcharge of 15% for administration, shall be assessed in accordance with Section 3 of this Article. Prior to such entry, the Association shall give written notice to the Owner stating: (i) the specific item(s) needing maintenance; (ii) the corrective action to be taken; (iii) a time, not less than 15 calendar days from the date of notice, in which the Owner is to perform the necessary maintenance; and (iv) a statement that, if the Owner fails to perform the maintenance within such time period, the Association will exercise its right to perform the maintenance and that the Owner will be assessed with the costs thereof as provided in this Article VI.

Section 5. Assessment of Cost. In the event that the Association performs maintenance on any Lot as provided in Section 4 of this Article VI, the cost of any such maintenance, replacement or repairs (including the administration fee) shall be assessed against the Lot upon which such maintenance is done and shall be added to and become a part of the assessments to which such Lot is subject, enforceable under the terms thereof.

ARTICLE VII
COMMITTEES

The Board of Directors of the Association shall appoint an Architectural Review Committee, which shall have authority to review and approve any Improvements, as hereinafter defined, to a Lot after occupancy of a dwelling as a residence on said Lot pursuant to a certificate of occupancy or other similar certificate issued by the appropriate governmental authority. The Architectural Review Committee shall be composed of three or more persons appointed by the Board of Directors of the Association. No Improvements to the Lot, including without limitation the replacement of any previously existing Improvements shall be commenced or maintained upon the Property nor shall any exterior addition to or change or alteration thereof be made nor shall a building permit for such Improvements be applied for or obtained until plans and specifications showing information required by the Architectural Review Committee have been submitted to and approved in writing by the same. The Association shall have the right to charge a reasonable fee for receiving and processing each application.

The Declarant and, after the Declarant no longer owns any Lot within the Property, the Association, shall have the right to promulgate and from time to time amend written architectural standards and construction specifications (“Architectural Guidelines”) which may establish, define and expressly limit the standards and specifications which will be approved, including but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design and construction technique. Neither the Declarant, the Association, the Board of Directors or the Architectural Review Committee, nor any member or employee of any of them, shall have liability to any person or entity by reason of any acts taken or omitted by them, or any of them, in good faith pursuant to this Article.

The Board of Directors may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in the Declaration, on such terms and conditions as it shall require; provided that all such variances shall be in keeping with the general plan of the improvements and development of the Property. Variances contained in plans that are inadvertently approved by the Architectural Review Committee as part of the proposed improvements shall not be considered as having been approved unless specifically approved by the Board in accordance with this paragraph.

ARTICLE VIII
PARTY WALLS

Section 1: Rules of Law. All common party walls as between individual Units shall confirm to the requirements of the North Carolina State Building Code. The general rules of law regarding party walls, lateral support, and liability for property damage due to negligence or willful acts or omissions shall apply to each wall which is built as a part of the original construction of the Units within the Property and which is placed on the dividing line between Lots, and to all reconstruction or extension of such walls, to the extent not inconsistent with the provisions of this Article.

Section 2: Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3: Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who or which uses the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for willful acts or omissions.

Section 4: Easement and Right of Entry for Repair, Maintenance and Reconstruction. Every Owner shall have an easement and right of entry upon the Lot of any other Owner and the Common Area to the extent reasonably necessary to perform repair, maintenance or reconstruction of a party wall and those improvements belonging to his Lot which encroach on an adjoining Lot or Common Area. Such repair, maintenance, or reconstruction shall be done expeditiously, and upon completion of the Work, the Owner shall restore the adjoining Lot(s) and Common Area to as nearly the same condition as that which existed prior to commencement of the work as is reasonably practicable. Except in an emergency situation, an Owner entering upon another Owner's Lot as provided herein shall give reasonable oral or written notice to the Owner of the Lot on which such entry is to be made.

Section 5: Weatherproofing: Notwithstanding any other provision of this Article, an Owner who, by his negligence or other willful act or omission, causes the party wall to be exposed to the elements, shall bear the entire cost of furnishing the necessary protection against such elements and of repairing any damages resulting from such Owner's failure to timely and adequately provide such protection.

Section 6: Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7: Certification by Adjoining Property Owner That No Contribution is Due. If any Owner desires to sell his Lot, such Owner, in order to assure a prospective purchaser that no Owner of an adjoining Lot has a right of contribution as provided in this Article, may request that the adjoining property Owner make a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining property Owner to make such certification immediately upon request, and without charge; provided, however, that where the adjoining property Owner claims a right of contribution,

the certification shall contain a recital of the amount claimed. If an adjoining Owner fails to give a certification within ten (10) days of actual receipt of such request, such failure shall be conclusively deemed a certification that no such contribution is due.

ARTICLE IX
USE RESTRICTIONS

Section 1: Use. No Lot shall be used except for townhome residential purposes. No Lot shall be subdivided by any Owner except with Declarant's prior written permission. No structure shall be erected, placed or permitted to remain on any Lot other than one attached single family townhome dwelling not to exceed two and one-half (2 ½) stories in height. No garage shall be converted to or used as a bedroom, storage room or other living space. The number of bedrooms in a Unit shall not be increased without the approval of the Association. Notwithstanding the foregoing, the Declarant reserves the right for itself and its assigns to use any Lot or Unit as a sales office and/or model which may be shown to prospective purchasers of Lots.

Section 2: No commercial use. Except as otherwise specifically provided herein, no business, trade, industry, profession, or commercial enterprise may be carried on, maintained or permitted upon any Lot. The restrictions contained herein shall not apply to the development or marketing of Lots in the Subdivision or construction of same. An Owner or occupant of a Unit may conduct business activities within such Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the outside of the Lot; (b) the business activity conforms to all applicable zoning requirements, without the need for a variance or special or conditional use permit; (c) the business activity does not involve door-to-door solicitation of the residents of the Subdivision; (d) the business activity does not, in the reasonable judgment of the board of directors of the Association, generate a level of vehicular or pedestrian traffic or a number of vehicles parked in the Subdivision which is noticeably greater than which is typical of Lots in which no business activity is being conducted; (e) the business activity is consistent with the residential character of the Subdivision, does not create a hazardous or dangerous condition or threaten the security or safety of other occupants of the Subdivision, and is not a nuisance or an unreasonable annoyance or offensive use, all as may be determined in the sole discretion of the Board of Directors of the Association.

The terms “business,” “trade,” “industry,” “occupation” and “profession” as used in this Section shall be construed to have their ordinary, generally-accepted meanings and shall include without limitation, any occupation, work or activity which involves the provision of goods or services to persons other than the provider’s immediate family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether such activity is engaged in full or part-time, such activity is intended to or does generate a profit, or whether a license is required. The leasing of a Lot in accordance with this Declaration shall not be considered a business or trade within the meaning of this Section.

Section 3: Plan approval. The Declarant shall have the sole and absolute right to determine the style and appearance of the dwellings, including, but not limited to, flags, subject to NCGS §47F-3-121, flag poles, flag staffs, fences, walls, buildings, outbuildings, garages, storage sheds, lawn decorations, structure of any type or color thereof, grading, landscaping, patio covers and trellises, plans of off-street parking of vehicles, utility layout and any other improvements (the

“Improvements”) to be built or constructed on any Lot.

No site preparation or initial construction, erection or installation of any improvement, including, but not limited to, dwelling units, outbuildings, driveways, fences, walls, signs, or other structures shall be undertaken upon any Lot or parcel of land on the Property without the prior written approval of the building plans, exterior paint or color schemes and exterior materials by the Declarant or its successors or designees (including the Architectural Review Committee once Declarant assigns such rights and obligations to the Association). A dumpster is to be placed on each Lot at the commencement of any construction for debris. A detailed landscaping plan must be approved by the Declarant or its successors or designees. All landscaping plans shall reflect and include a minimum of one (1) tree to be planted in the front yard area and shrubbery covering the entire front elevation of the structure. Landscaping shall be completed by the time of occupancy, unless an extension is given by the Declarant. All driveways must be constructed of concrete materials. It is the intent of the Declarant that all exteriors of the structures shall be harmonious with all of the other structures in the Subdivision. No any structure of any type shall be started on any Lot until a plot plan showing the location of such structure has been approved in writing by the Declarant or its successors or designees. If no approval or rejection has been given for such planned use or for such plans which have been hand-delivered to the Declarant, its successors or designees within sixty (60) days after written application, the plan shall be deemed to have been approved.

Section 4: Driveways and Parking. Paved driveways are required for each Unit. Residents of each Unit are limited to two (2) vehicles per Unit. Designated off street parking areas will be made available for guests and invitees, but all Unit residents are prohibited from using said areas for long-term parking. There shall be no parking allowed within any street right of way.

Section 5: Minimum Square Footage. Any residence constructed on a Lot must have a minimum square footage, more specifically described as heated living area, exclusive of open porches, garage and basements, of not less than One Thousand (1,000) square feet.

Section 6: Structure Type. All homes place on any Lots shall be attached single-family townhomes. No mobile home, pre-fab, modular home, package home or other pre-built home shall be placed on any Lot. Any residence built on any Lot shall be "stick built" except that pre-fabricated roof trusses and pre-fabricated fireplaces and chimneys may be utilized.

Section 7: Setbacks. No buildings shall be located on any Lot nearer to any lot line than as shown on the recorded plat. No buildings other than the Unit may be placed on any Lot.

Section 8: Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 9: Temporary structures. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

Section 10: Livestock and Pets. No barns, stables, and outbuildings for the purpose of maintaining horses or other livestock type animals shall be permitted on any Lot. No animals, livestock, poultry, or reptiles of any kind shall be raised, bred or kept on any portion of the Property,

except that no more than two domesticated dogs and cats and small non-offensive household pets may be kept by the Owner, provided that they are not kept or used for breeding or maintained for any commercial purpose. Pets may not be constitute a danger or nuisance including, but not by way of limitation, excessive barking or causing property damage to other Owners or to the Property. When outside, no animal may be staked out, and all pets must be kept on a leash. No animal pens, runs, housing or like enclosure shall be kept or placed on any Lot.

Section 11: Parking. There shall be no parking allowed within any street right of way. No trucks, tractors or trailers may be regularly stored or parked upon the Property. This provision shall not, however, be interpreted to prohibit the owner of a pick-up truck, up to 1 ton in size, being used by any Owner for his personal conveyance, and such truck maybe parked upon the Owner's Lot. No boat, trailer, mobile home, camper or recreational vehicle shallbe permitted to remain upon any street or any Lot. No vehicle required by the State of North Carolina to have a current license may be kept on the Property or any Lot for more than 10 days without a current valid license plate.

Section 12: Clotheslines. No outside clotheslines shall be erected or kept on any Lot.

Section 13: Satellite dishes. No satellite dish or comparable communication device having a size larger than eighteen (18) inches in diameter may be located on any Lot; further any suchsatellite dish or comparable communication device must be located in the back yard of any Lot. No transmitting tower or antenna exceeding a height of twenty (20) feet from ground level shall be placed, used or erected on any Lot, either temporarily or permanently. No solar panel shall be placed on the Lot or the structure without approval of the Declarant.

Section 14: Fences. No fence shall be constructed, built or erected on any Lot.

Section 15: Signs. No sign of any kind shall be displayed to the public view on any Lot or the Common Area except (a) one sign of not more than eight (8) square feet advertising aLot for sale, or signs used by a builder, developer, Realtor or Owner to advertise the Lot during construction and then for sale and (b) one sign with the maximum dimensions of 24 inches by 24 inches expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election; provided that such political signs shall not be placed on a Lot earlier than forty-five (45) days before such election and shall be removed within seven (7) days after such election. No yard or lawn ornaments of any kind will be permitted to be placed on any Lot, except in the rear portion of the yard, said rear portion of the yard being defined as that particular area of the yard located between the rear corner of the residence and the back or rearlot line.

Section 16: Lot Maintenance and Patios and Decks. All Lots, whether occupied or unoccupied, shall be well maintained and kept free of rubbish and debris. Rubbish, trash, debris, garbage and other waste must be kept only in sanitary containers which are in a screened area not generally visible from the road. All containers, or other equipment for storage of disposal of such waste materials shall be kept in a clean and sanitary condition and shall be disposed of on a regular basis. Burning of trash or debris is not permitted. Patio and deck areas are to be kept in good order and condition with only patio furniture, outdoor grills, and house plants located thereon. No drying or airing of any clothing or bedding shall permitted outdoors on any Lot, including but not limited to on any patio or deck.

Section 17: Entertainment Structures. No bicycle, skateboard or other entertainment ramps or other temporary or permanent recreational structures may be erected or placed on any Lot. No above ground swimming pools shall be located on any Lot.

Section 18: Lighting. Following the installation of residential street lighting by means of mercury vapor or sodium vapor lighting units on the Property, any party or person who may then own, or who may hereafter own, any interest in any Lot, shall be obligated to pay to Duke Power, the monthly rate per Lot (plus applicable North Carolina sales tax) that is normally charged by the utility for subdivision lots. The obligation to pay such a monthly rate, as it may change from time to time, shall continue until such time as the Subdivision on the Property is annexed into the corporate limits of a city, town or village, and responsibility for the cost of street lighting is assumed by, or transferred to, a governmental unit.

Section 19: Water Detention Ponds. No docks or other structures shall be erected in water detention ponds. All other uses of the water retention areas are prohibited without the express consent of the Association.

ARTICLE VII
EASEMENTS

Section 1: Access and Utility Easements. Easements for installation and maintenance of roadways, driveways, walkways, water, gas, telephone, sewer facilities, electric power and cable transmission lines, utilities, storm water drainage facilities and for other public and private utility installations are reserved as shown on the recorded plat of the Property. The Association may grant or reserve easements over the Common Area as provided herein. In addition, easements for installation and maintenance of utilities and drainage facilities not shown on the recorded plats including, water lines, sewer lines, gutter lines, gas lines and that area used for French drains are reserved. Within these easements no structure, 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 easements, or which may obstruct or retard the flow of water through drainage pipes or channels constructed in in the easements.

For a period of thirty (30) years from the date hereof, Declarant shall have and reserves unto itself and its employees, agents, contractors, successor and assigns, an easement upon and right of ingress, egress, and regress on, over and under the Property for the purposes of constructing and maintaining water, sewer, gas, storm water drainage and retention, telephone, cable television, electric and other utility facilities and roadways to the extent required by an governmental entity or determined by the Declarant to be necessary or convenient for the development, use and enjoyment of the Property and Common Area and the conduct of construction, sales and marketing activities. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, relocate utility facilities within said easement and take any other similar actions that it deems necessary or appropriate. After such action has been completed, Declarant shall grade and seed the affected property and otherwise restore the affected property to its original condition to the extent practicable but shall not be required to replace any trees, bushes or shrubbery necessarily removed. Declarant shall give reasonable notice of its intent to take such action to each Owner whose Lot is affected.

Section 2: Easements for Governmental Access. An easement is hereby established over the Common Area and every lot within the Property for the benefit of applicable governmental agencies and utilities for installing, removing, reading water meters, maintaining and replacing water and sewer facilities and acting for other purposes consistent with public safety and welfare, including without limitation, law enforcement, fire protection, garbage collection and the delivery of mail.

Section 3: Unintentional Encroachments. If any portion of the Common Area encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the Common Areas as a result of settling or shifting of a building, an easement for the encroachment and for the maintenance of same shall exist so long as the building stands. If the building, the Unit, an adjoining Unit or any adjoining part of the Common Area shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments on parts of the Common Area of any Unit or of any Unit upon any other Unit or upon any portion of the Common Area due to such rebuilding shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

ARTICLE IX
GENERAL PROVISIONS

Section 1: Enforcement. The Declarant, 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. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: Amendment. For so long as Declarant owns any Lot within the Subdivision, this Declaration may be amended by the Declarant without the consent or joinder of any other Owner or the Association. Any such amendment shall be effective upon recording of the same in the applicable public registry for Carteret County, North Carolina. No amendment shall be binding upon any Lot or Owner until fifteen (15) days after a copy of such amendment has been provided to such Owner.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. After Class B Lots cease to exist, Declaration may be amended during the first twenty year period by an instrument signed by the Owners of not less than seventy-five (75%) of the Lots and thereafter amended by an instrument signed by the Owners of not less than sixty-seven percent (67%) of the Lots; provided, however, that so long as there is Class B membership, no amendment adopted by the Owners shall be effective unless and until such amendment is approved in writing by the Declarant. Any amendment shall be by written instrument signed by the appropriate persons and recorded in the public registry for Carteret County, North Carolina, and upon recordation, shall be binding on all Lots within the Property and the Owners thereof, without regard to whether the Owner of such Lot voted for or against or signed or did not sign the amendment.

Section 4: Entire Agreement. Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this tract of land other than those properties to which this Declaration specifically applies. No provision contained in this Declaration shall be deemed to have been waived, abandoned, and abrogated by reason of failure to enforce them on the part of any person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

Section 5. Interpretation. Headings used herein are for reference purposes only and shall not be used to interpret or construe any provision hereof. Unless the context requires otherwise, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the work “including” shall mean “including, without limitation.” This Declaration shall be construed and enforced in accordance with the laws of the State of North Carolina.

Section 6. Insurance. Every Owner shall maintain in full force and effect at all times fire and hazard insurance in an amount equal to the full replacement value of his or her Unit, including the value of excavations and foundations. An Owner shall provide a copy of his or her insurance certificate or declaration page, as evidence that such insurance is in effect to the Association within ten (10) day of purchasing a Lot, within ten (10) days of any change of insurance, and upon request by the Association.

[The remainder of this page has been left intentionally blank.]

IN WITNESS WHEREOF, the Declarant has executed this document, with authority duly given, the day and year first above written, intending it to be a sealed document.

This the ___ day of _____, 2024.

1809, LLC

By: _____ (SEAL)
_____, Member/Manager

NORTH CAROLINA
CARTERET
COUNTY

I, _____ a Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day in the capacity of Manager of 1809, LLC and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this ___ day of _____, 2024.

Notary Public

My commission expires: _____