



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 16, 2022 - Train Depot, 614 Broad Street, Beaufort, NC 28516 Monthly Meeting

Call to Order

Roll Call

Agenda Approval

Minutes Approval

- [1.](#) Planning Board Draft Minutes 04.18.22

Public Comment

Public Hearing

- [1.](#) Rezone 801 Mulberry Street totaling 15.87 acres from TR to PUD With Master Plan & Special Use Permit

Old Business

- [1.](#) Preliminary Plat for Salt Wynd Preserve Phase I

Commission / Board Comments

Staff Comments

Adjourn



Town of Beaufort, NC

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**Town of Beaufort Planning Board Regular Meeting
6:00 PM Monday, April 18, 2022 - Train Depot, 614 Broad Street, Beaufort, NC 28516
Minutes**

Call to Order

Vice-Chair Merrill called the April 18, 2022 Planning Board meeting to order at 6:00 p.m.

Roll Call

Vice-Chair Merrill asked Secretary Anderson to conduct a roll call.

In attendance: Vice Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil

Secretary Anderson declared a quorum present.

Also present for the meeting were Town Manager Todd Clark, Commissioner Marianna Hollinshed, Town Attorney Arey Grady, Kyle Garner, Samantha Burdick, and Laurel Anderson.

Agenda Approval

Vice-Chair Merrill suggested amending the Agenda to reschedule the Public Hearing to the next meeting. After Board discussion it was decided to continue the Public Hearing.

Town Attorney Grady requested amending the Agenda to add a Closed Session after Staff Comments.

Member LoPiccolo made the motion to amend the Agenda to include a Closed Session after Staff Comments and Member Meelheim made the second. Board Secretary Anderson took a vote that was unanimous.

Voting yea: Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil

Minutes Approval

1. PB Draft Minutes for 03.21.22

Vice-Chair Merrill asked if there were any changes to the Minutes from the March 18, 2022 meeting and hearing none, he asked for a motion.

Member Meelheim made the motion to approve the minutes and Member Bowler made the second. Board Secretary Anderson took a vote that was unanimous.

Voting yea: Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil

Public Comment

John Flowers, 321 Orange St, spoke regarding the proposed hotel parking lot and retention pond and requested that a condition of construction being completed in a timely manner be put on project approval.

Presentations

1. Comprehensive and CAMA Land Use Plan

Samantha Burdick, Town Planner, and Jay McLeod of Stewart Engineering gave a presentation on the CAMA (Comprehensive and Coastal Area Management Act) Land Use Plan. They gave a project history, phases, and overall plan overview including the following chapters:

- 1) Community Concerns and Aspirations
- 2) Socioeconomic Snapshot
- 3) Existing Plans
- 4) Environment, Natural, and Cultural Resources
- 5) Community Values, Vision, and Goals
- 6) Future Land Use Character Areas
 - a. Future Land Use Map Page 171
- 7) CAMA Topics and Policies
- 8) Appendices:
 - a. Population Projection Methods
 - b. Affordable Housing Primer 9 1.
 - c. Short-Term Rental Primer
 - d. Rachel Carson Reserve Resilience
 - e. CAMA Land Use Plan Matrix
 - f. Resilient Beaufort Strategy (Stewart update)

Member LoPiccolo made the motion to forward the CAMA Land Use Plan to the Board of Commissioners with the staff recommended changes and Member Vreugdenhil made the second. Board Secretary Anderson took a vote that was unanimous.

Voting yea: Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil

Public Hearing

1. Rezone 801 Mulberry Street totaling 15.87 acres from TR to PUD With Master Plan & Special Use Permit

The Board discussed either postponing, or hearing and continuing the item until the next meeting. The applicant, Ron Cullipher, stated that he did not object to postponement. Vice-Chair Merrill asked for a motion to open the Public Hearing.

Member Meelheim made the motion to open the Public Hearing. Member LoPiccolo made the second. Chair Neve took a vote that was unanimous.

Voting yea: Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil

Vice-Chair Merrill asked Kyle Garner for his presentation. Mr. Garner stated that there were two requests: 1) rezoning from Transitional (TR) zoning to a Planned Unit Development (PUD) with a Master Plan; and 2) a special use request for the uses in the PUD, as all uses requested require a Special Use Permit. These uses include duplexes, condominiums, mixed use, event center, and catering kitchen/restaurant. He also noted that they had met with the CAMA district planner who stated that a CAMA map amendment would not be needed as density was within the Medium Density Residential classification.

Vice-Chair Merrill asked if there were any other public comments.

Ron Cullipher, representing the applicant, explained the developers wanted to save and re-purpose the school, gym, and cafeteria and provide medium-density housing. He pointed out the permeable pavement technology, open space, and wetlands protection planned for the project.

Sammy Collins, 607 Queen Street, expressed concern with possible stormwater drainage issues.

Logan Louis, 900 Cedar Street, gave a slideshow as Chairman of Beaufort Citizen's Alliance.

Phil Lewis, SF Ballou, spoke on behalf of the development team.

Sammy Ballou, 1306 Padgett Street, spoke on behalf of the development team and stated they wanted to save the structures and create a great community. He said they wanted to keep part of Beaufort's history and the gym would be available for events for the public. He noted that they had painted the school to protect the bricks from moisture and had sealed the bricks on the gym. He stated their plans are to build less than half of what current zoning allows and that they are working closely with Coastal Federation.

Alex Hardee, Chapel Hill, agreed with the suggestion that another public hearing was a good idea, and stated that building in a flood plain was not the same thing as keeping existing buildings in those areas.

Member Meelheim made the motion to recess the Public Hearing and continue to the next meeting and Member Vreugdenhil made the second. Board Secretary Anderson took a vote that was unanimous.

Voting yea: Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil

New Business

1. Case # 22-09 Preliminary/Final Plat - 146 Gibbs Court

Vice-Chair Merrill opened the New Business and Kyle Garner presented the on behalf of staff. Mr. Garner explained that the applicant requested subdividing a 4.2-acre tract into 2 lots. The Board discussed the preliminary and final plats for the application.

Member Vreugdenhil made the motion to approve the final plat as presented and Member Bowler made the second. Secretary Anderson took a vote that was unanimous.

Voting yea: Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil

2. Case # 22-10 Final Plat – Beaufort East Village Phase I

Mr. Garner gave an overview of the request by the applicant to subdivide a 40.62-acre tract into 108 lots (79 single-family residential Lots & 29 townhome lots) and noted that the preliminary plat for this area was approved in March 2022 for installation of infrastructure improvements.

The applicant, Karl Blackley, answered Board questions and noted that the conditions requested by the Board regarding buffers between the new development and existing homes had been resolved. He stated that the buffers would be deed-restricted in that they must stay in place on every lot that backed up to adjacent neighborhoods, and he also noted that draft covenants had been sent to the Town.

After Board discussion during which the Members agreed that their conditions had been met, Vice-Chair Merrill asked for a motion.

Member Bowler made the motion to approve the final plat as presented and Member Meelheim made the second. Secretary Anderson took a vote that was unanimous.

Voting yea: Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil

3. Case # 19-19 Site Plan - Compass Hotel - 18 Month extension request/Re-approval

Mr. Garner gave an overview of the request by the applicant for the 18-month re-approval/extension for the Compass Hotel site plan, explaining that there were no changes to the plans except parking and lighting, which had since then been approved by the Historic Preservation Commission. He also noted that the conditions placed on the original request had been met. Mr. Garner also stated a third party had reviewed storm water improvements and the improvements to be made would be better than the current conditions.

Mike Baldwin then spoke on behalf of the applicant and agreed to John Flowers' request to expedite landscape buffers between his property and the hotel.

Member LoPiccolo made the motion to approve the extension request with the condition that landscape buffers be expedited between Mr. Flowers' property and the hotel property and Member Meelheim made the second. Secretary Anderson took a vote that was unanimous.

Voting yea: Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil

Commission / Board Comments

None.

Staff Comments

Mr. Garner reminded the Board about training on Friday April 22, 2022.

Closed Session

Vice-Chair Merrill made the motion to go into closed session based on attorney-client privilege and Member Vreugdenhil made the second. Secretary Anderson took a vote that was unanimous.

Voting yea: Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil

Vice-Chair Merrill made the motion to close the closed session and Member Vreugdenhil made the second. Secretary Anderson took a vote that was unanimous.

Voting yea: Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil

Adjourn

Member Vreugdenhil made the motion to adjourn and Member Meelheim made the second. Secretary Anderson took a vote that was unanimous.

Voting yea: Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil

Chair

Board Secretary



Town of Beaufort, NC

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**Town of Beaufort Planning Board Regular Meeting
6:00 PM Monday, May 16, 2022 – 614 Broad Street – Train Depot**

AGENDA CATEGORY: Public Hearing

SUBJECT: Rezone 801 Mulberry Street totaling 15.87 acres from TR to PUD With Master Plan & Special Use Permit

BRIEF SUMMARY:

At the April 18th meeting the Planning Board conducted and recessed the public hearing in an effort to have more time to review the proposal. The recessed hearing will allow those who did not have the opportunity to participate before to do so and new information to be presented, if there is any.

The request before the Board is actually two separate request. They are as follows:

- First, there is the rezoning from Transitional (TR) zoning to Planned Unit Development (PUD) with a Master Plan;
- Next, is the Special Use Request for the Uses in the PUD, as all uses requested require a Special Use Permit. These uses include Duplexes, Condominiums, Mixed Use, Event Center, Catering Kitchen/Restaurant

Other pertinent information regarding this request is that the applicants are **NOT** requesting any variances from the standards of the ordinance.

Under the current TR Zone all the uses contained in the Master Plan would be either permitted by right or Special Uses except the proposed condominiums. (See Attachment I - Section 8-B Transitional Zoning District)

REQUESTED ACTION:

Conduct Public Hearing - Comments limited to 3 minutes and should address the hearing subject matter

Recommendation to Board of Commissioners

EXPECTED LENGTH OF PRESENTATION:

Staff Report - 10 Minutes

Applicant Comments – 10 Minutes

SUBMITTED BY:

Kyle Garner, AICP

Planning & Inspections Director



Attachment - A

Staff Report

To: Planning Board
From: Kyle Garner, AICP

Date: 4/11/2022
Meeting Date: 4/18/2022

Case Number 22-11

Summary of Request:

Rezone 801 Mulberry Street totaling 15.87 acres from TR to PUD With Master Plan & Special Use Permit

Background

Location(s) & PIN

730618414806000

Owners Applicant

Ballou-Lewis Properties, LLC
Same

Current Zoning

TR

Lot(s) Size & Conformity Status

Conforming

Existing Land Use

Former School Site

Adjoining Land Use & Zoning

North Single Family zoned – R-8
South Across Live Oak by Commercial Uses zoned – B-1
East Single Family zoned – R-8
West Single Family zoned – R-8

Special Flood Hazard Area

Yes No

Public Utilities

Water Available Not Available
Sewer Available Not Available

Additional Information

See Staff Comments

Requested Action

Conduct Public Hearing for Discussion.
Provide recommendation to the Board of Commissioners to:

- Approve the request;
- Deny the request; or
- Recommend conditions to the PUD Master Plan

Staff Comments

The request before the Board is actually two separate request. They are as follows:

- First, there is the rezoning from Transitional (TR) zoning to Planned Unit Development (PUD) with a Master Plan;
- Next, is the Special Use Request for the Uses in the PUD, as all uses requested require a Special Use Permit. They include Duplexes, Condominiums, Mixed Use, Event Center, and Catering Kitchen/Restaurant.

Other pertinent information regarding this request is that the applicants are **NOT** requesting any variances from the standards of the ordinance as well as a CAMA Map amendment as the proposed density is close to the Medium Density of five units per acre and staff has discussed this with the CAMA District Planner.

Under the current TR Zone all the uses contained in the Master Plan would be either permitted by right or Special Uses except the proposed condominiums. (See Attached Section 8-B Transitional Zoning District)

Data:

Total Acreage - 15.87 Acres

Total Open Space – 3.55 Acres or 22%

Proposed 5.5 Dwelling Units Per Acre

42 Duplex Units

36 Condominium Units

10 Mixed Use Units

CAMA Core Land Use Plan

Generally, growth and land development is anticipated to occur in all future land use categories except for the Conservation/Open Space classification. The type and density/intensity of projected development varies within each Future Land Use Map classification. Future Land Use projections are delineated in Figure 8, Future Land Use Map. The Future Land Use Map classifications are considered part of the Land Use Plan’s policy.

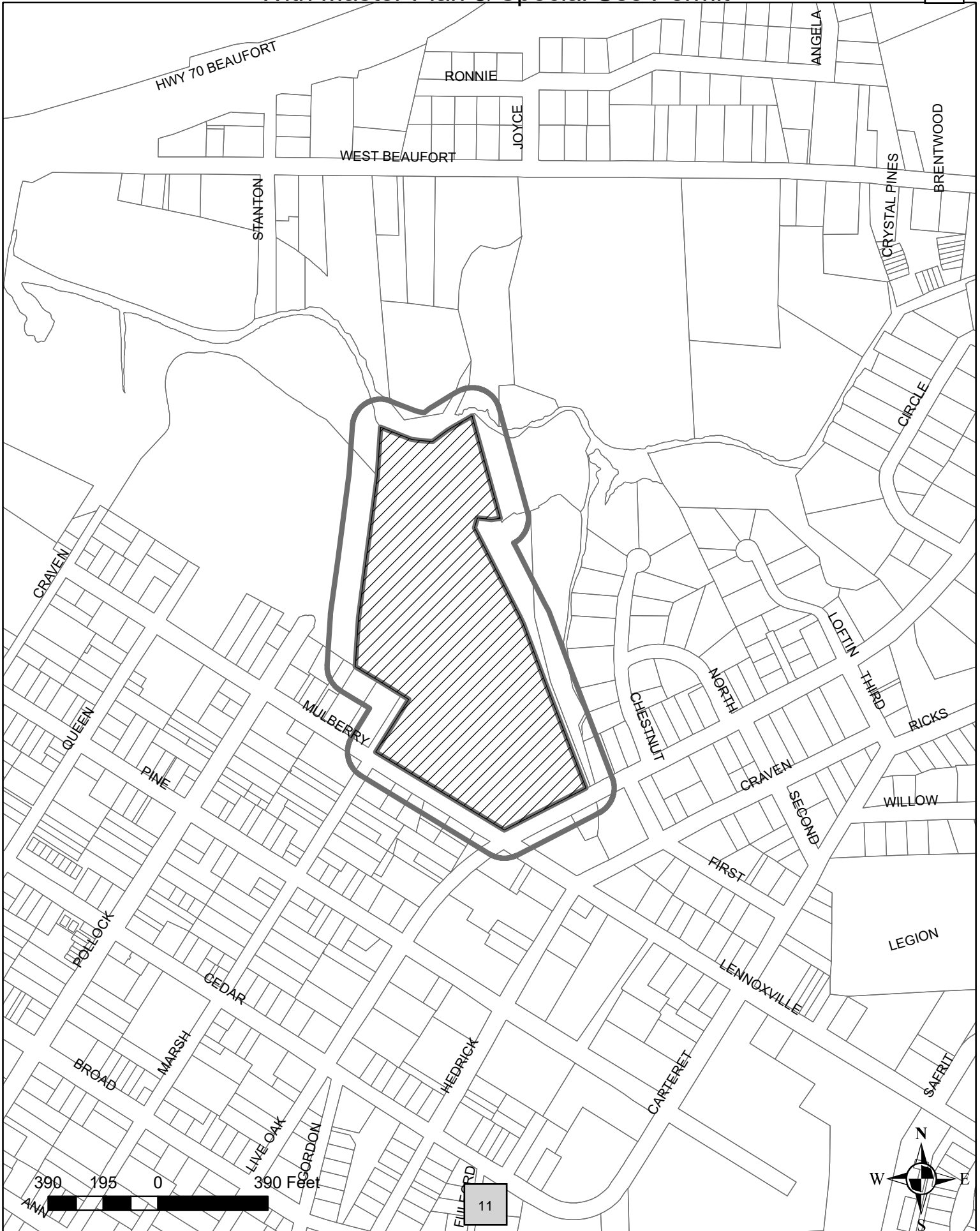
Future Land Use Map Classifications

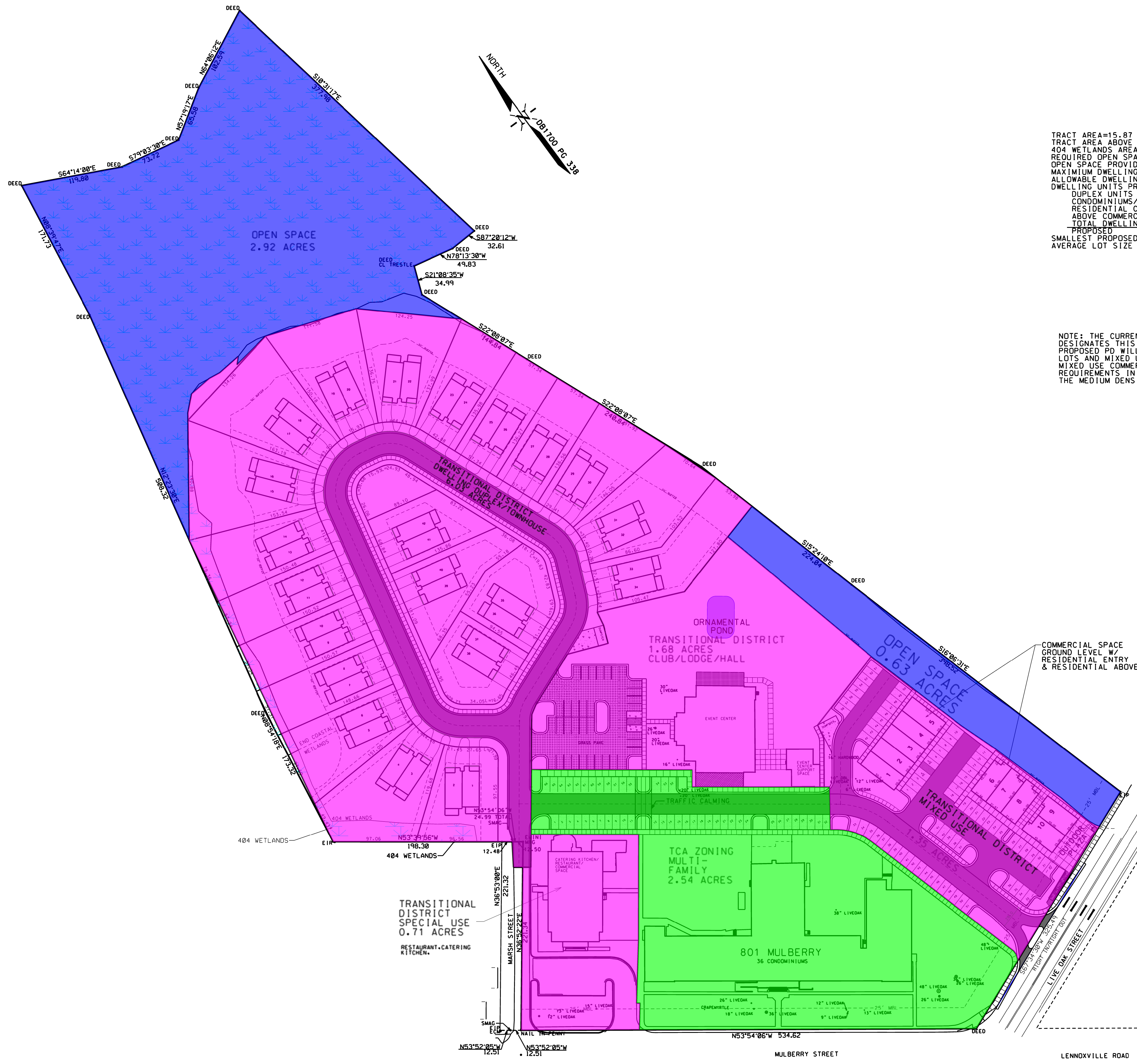
Residential Classifications

Medium Density Residential The Medium Density Residential classification is intended to delineate lands where the predominant land use is higher density single-family residential developments and/or two-family developments. The residential density within this classification is generally 3 to 5 dwelling units per acre. Minimum lot sizes vary from 8,000 to 10,000 square feet unless a larger minimum lot area is required by the health department for land uses utilizing septic systems. Land uses within Medium Density Residential-designated areas are generally compatible with the R-8, Medium Density Residential, R-8A Single-family Medium Density Residential Waterfront; R8-MH Residential Manufactured Home Park/Recreational Vehicle Park; and H-BD, Historic Business Zoning Districts. Public water is widely available and sewer service is required to support the higher residential densities in this classification. Streets with the capacity to accommodate higher traffic volumes are also necessary to support Medium Density Residential development.

- Attachments:** Attachment B - Vicinity Map with 100' Notification Buffer
Attachment C – Proposed Master Plan with Underlying Zoning
Attachment D - Owners Within 100'
Attachment E – Current Zoning Map
Attachment F - CAMA Future Land Use Map
Attachment G – Environmental Conditions
Attachment H – TR Zoning Info

Vicinity Map - Case # 22-11 - 801 Mulberry Street Rezoning From TR to PUD With Master Plan & Special Use Permit





LEGEND

- OPEN SPACE
- TCA UNDERLYING ZONE
- TR UNDERLYING ZONE
- PVIOUS CONCRETE
- IMPVIOUS SURFACE
- GRASS PAVE
- PVIOUS PAVERS

REVISIONS:

No.	BY	DATE	DESCRIPTION

TR/OS TO PD REZONING REQUEST SITE PLAN

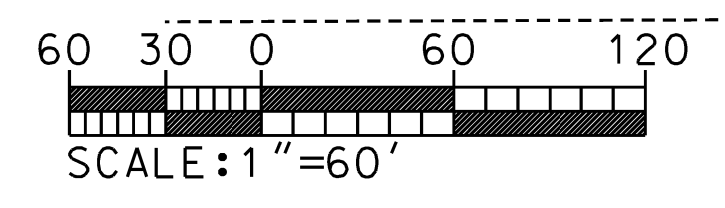
801 MULBERRY STREET

BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

CLIENT: BALLOU-LEWIS PROPERTIES, LLC
 ADDRESS: PO BOX 662 GREENVILLE, NC 27835
 PHONE: 252-531-9704

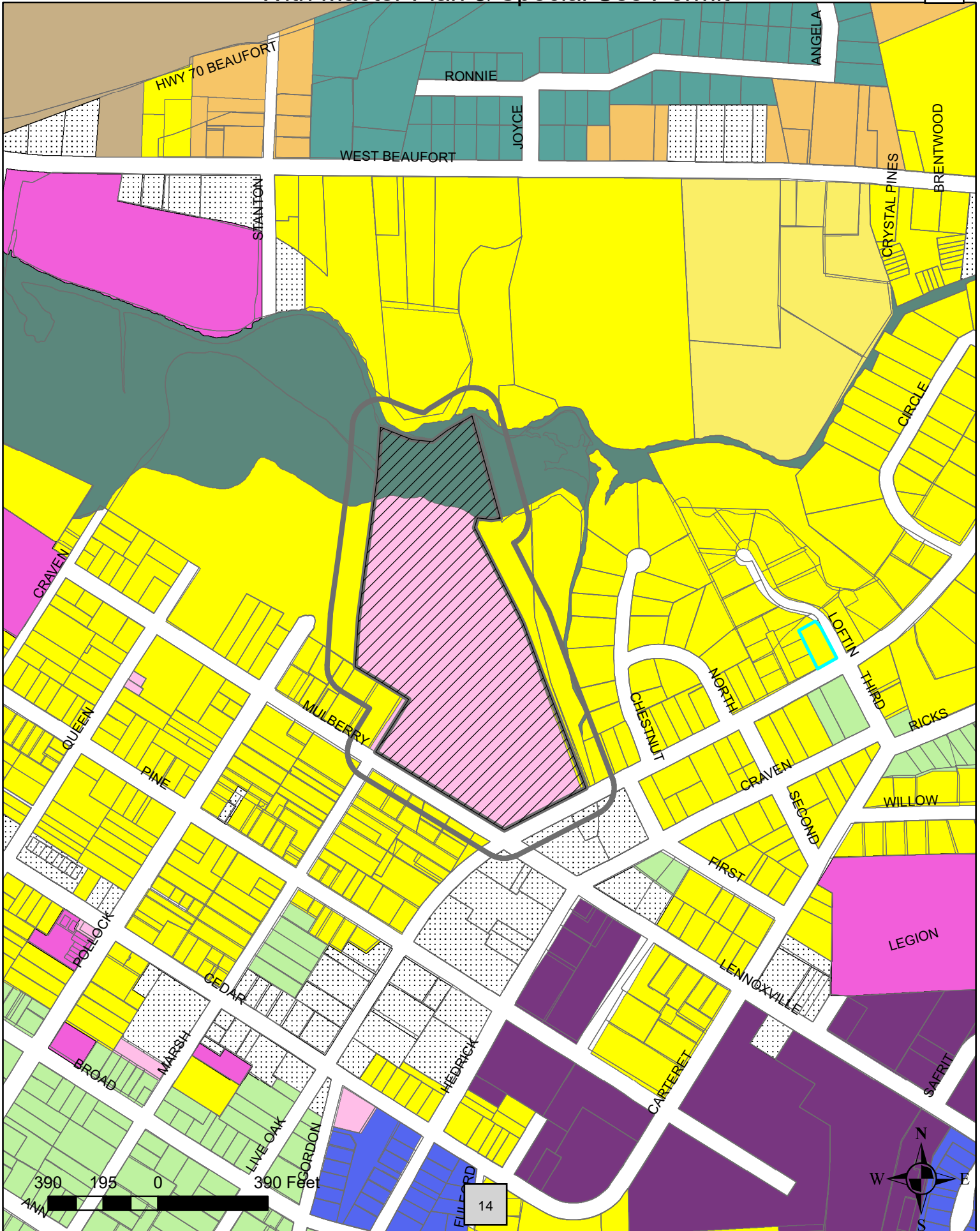
DESIGNED: RDC
DRAWN: RC/EGC
CHECKED: RDC
APPROVED: RDC
DATE: 3/28/22
SCALE: 1"=60'

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

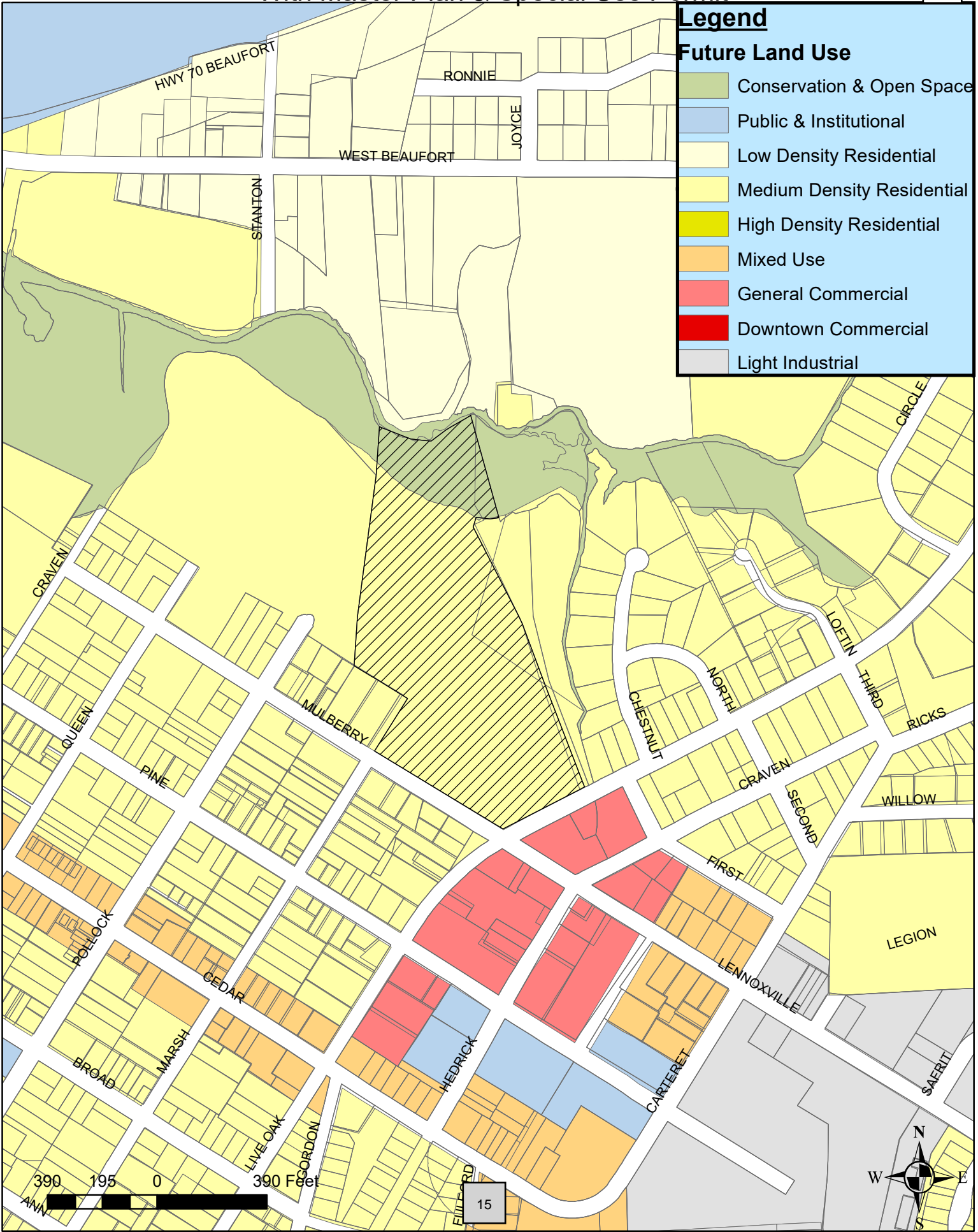


<u>OWNER</u>	<u>MAIL_HOUS</u>	<u>MAIL_ST</u>	<u>MAIL_CITY</u>	<u>IL_ST</u>	<u>MAIL_ZI</u>	<u>MAIL_ADD2</u>
900 LIVE OAK JV LLC	305	TRANSYLVANIA AVENUE	RALEIGH	NC	6951 27609	
BALLOU-LEWIS PROPERTIES LLC			GREENVILLE	NC	27835	PO BOX 662
BISHOP,STEPHEN F ETUX GAIL B	131	CRAVEN STREET	BEAUFORT	NC	28516	
CHAPLAIN,RICHARD M JR ETUX JAN			BEAUFORT	NC	28516	PO BOX 2304
COPEAS,ALICE H	517	LIVE OAK ST	BEAUFORT	NC	28516	
COUNTY OF CARTERET	302	COURTHOUSE SQUARE	BEAUFORT	NC	28516	SUITE 200
DURHAM,SAMMIE L ETUX LINDA	711 1/2	MULBERRY ST	BEAUFORT	NC	1921 28516	
HAILEY,CYNTHIA ETAL K. THURMAN	804	MULBERRY STREET	BEAUFORT	NC	28516	
HOLZ,LINDA HARRIS TRUSTEE	808	SOUTH IRVING STREET	ARLINGTON	VA	22204	
HUGHES DEVELOPMENT LLC	901-F	PAVERSTONE DRIVE	RALEIGH	NC	27615	
HUNT,R H	118	BRIAR PATCH DR	BEAUFORT	NC	1719 28516	C/O JASON M HUNT
KOTCH,MARTIN JOEL ETUX INDA W	717	MULBERRY STREET	BEAUFORT	NC	28516	
LAND,LARRY MARTIN	700	LANDS POINTE ROAD	MOREHEAD CITY	NC	8946 28557	
LANIER,PEYTON	566	WEST BEAUFORT RD	BEAUFORT	NC	28516	
LDA&J LLC	279	GATSEY LANE	BEAUFORT	NC	28516	
MAIER,JESSICA N ETVIR STEPHEN	802	MULBERRY STREET	BEAUFORT	NC	28516	
MULBERRY STREET PROPERTIES LLC			MT PLEASANT	SC	29465	PO BOX 643
PINER,ROSALIE C L/T	102	CHESTNUT DR	BEAUFORT	NC	28516	
SALTER,JO ANN	100	CHESTNUT DRIVE	BEAUFORT	NC	28516	
WILKO HOLDINGS LLC	801	PLAZA BOULEVARD	KINSTON	NC	28501	

Zoning Map - Case # 22-11 - 801 Mulberry Street Rezoning From TR to PUD With Master Plan & Special Use Permit



CAMA Map - Case # 22-11 - 801 Mulberry Street Rezoning From TR to PUD With Master Plan & Special Use Permit

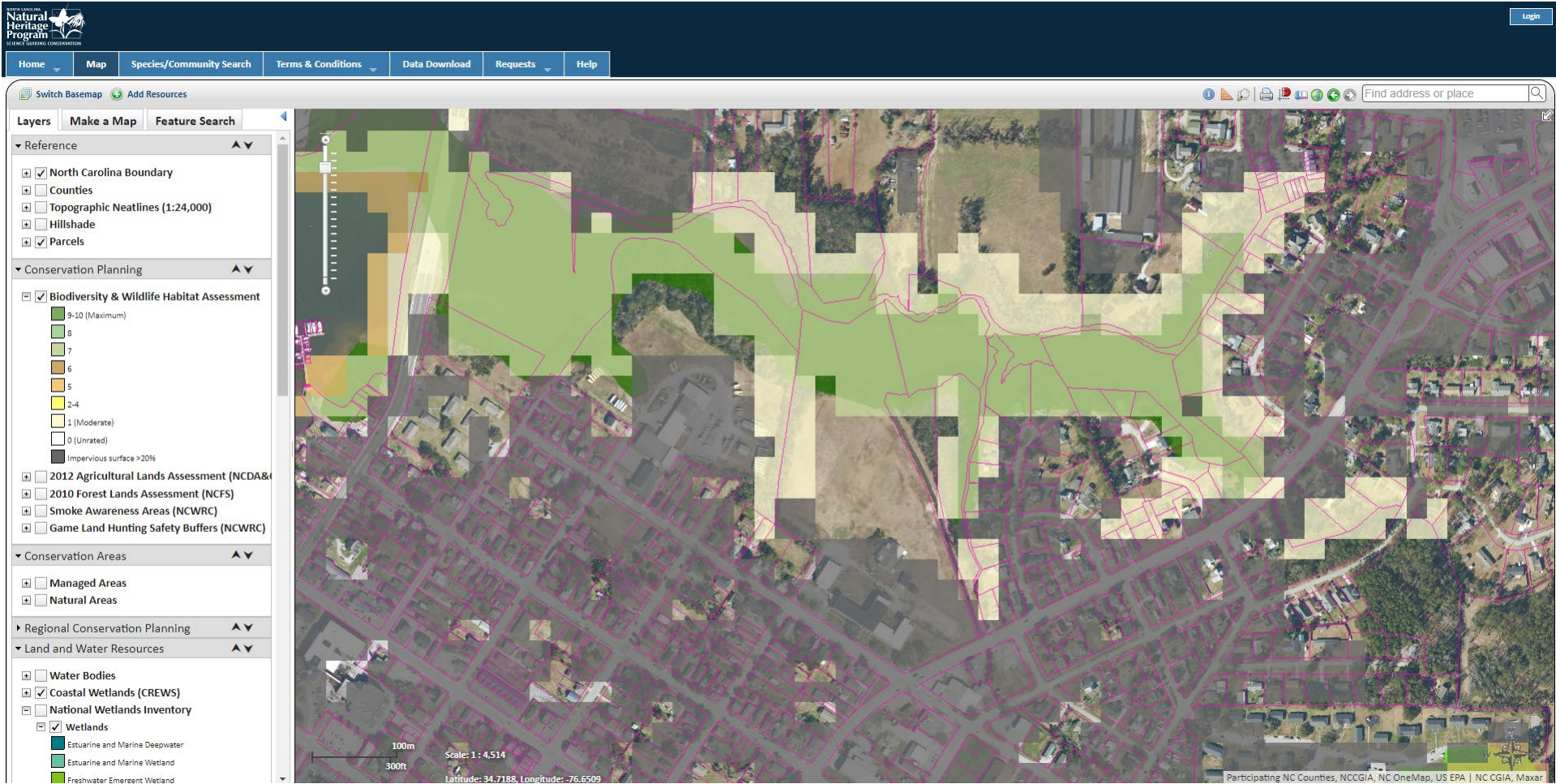


Environmental Conditions: 801 Mulberry Street

These maps were prepared by Town of Beaufort planning staff for informational purposes using the Natural Heritage Program Data Explorer.

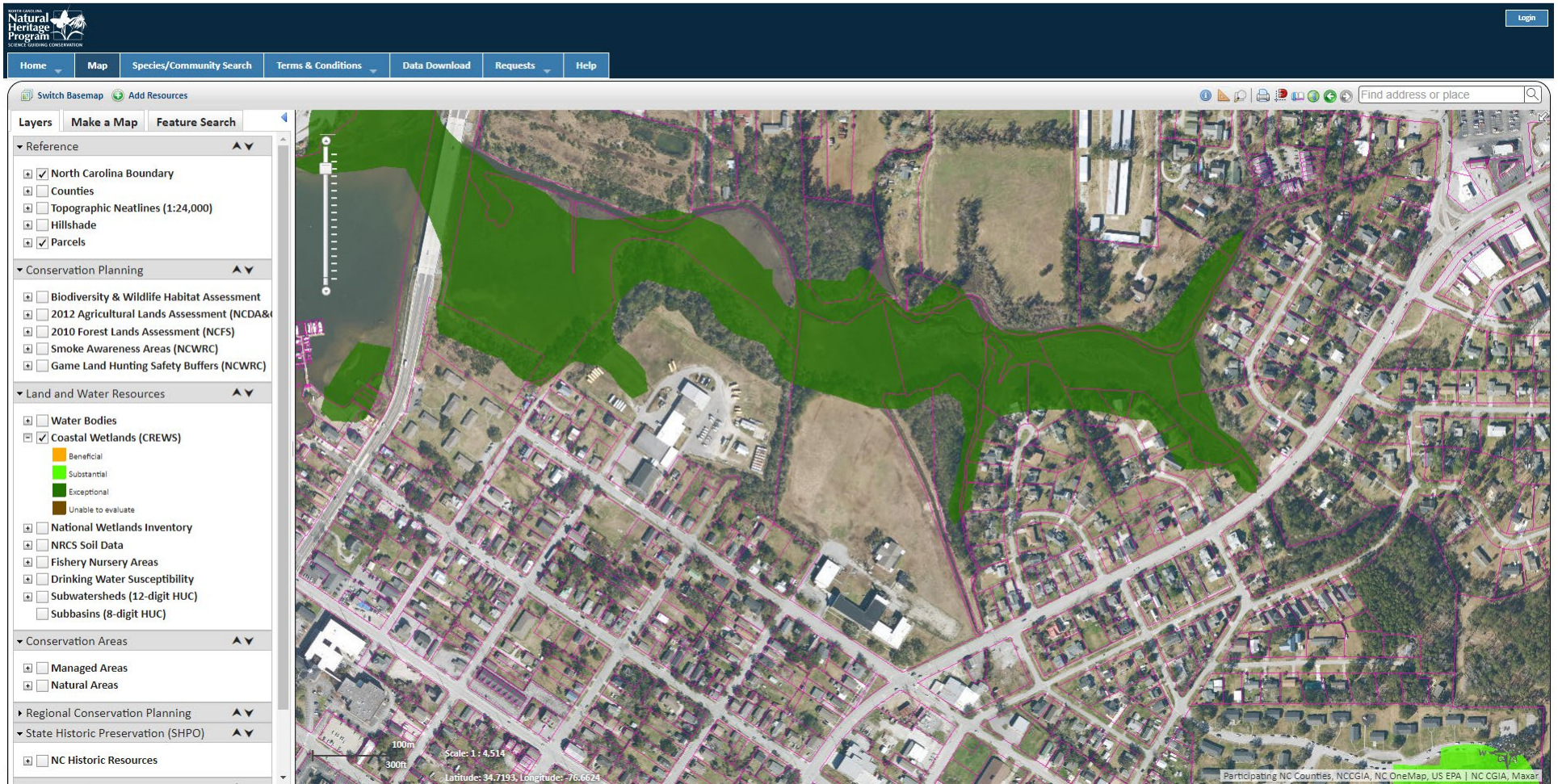
Natural Heritage Program Biodiversity & Wildlife Habitat Assessment

The Biodiversity and Wildlife Habitat Assessment is a map that represents the highest priority areas for conservation of wildlife habitat and biodiversity in North Carolina.



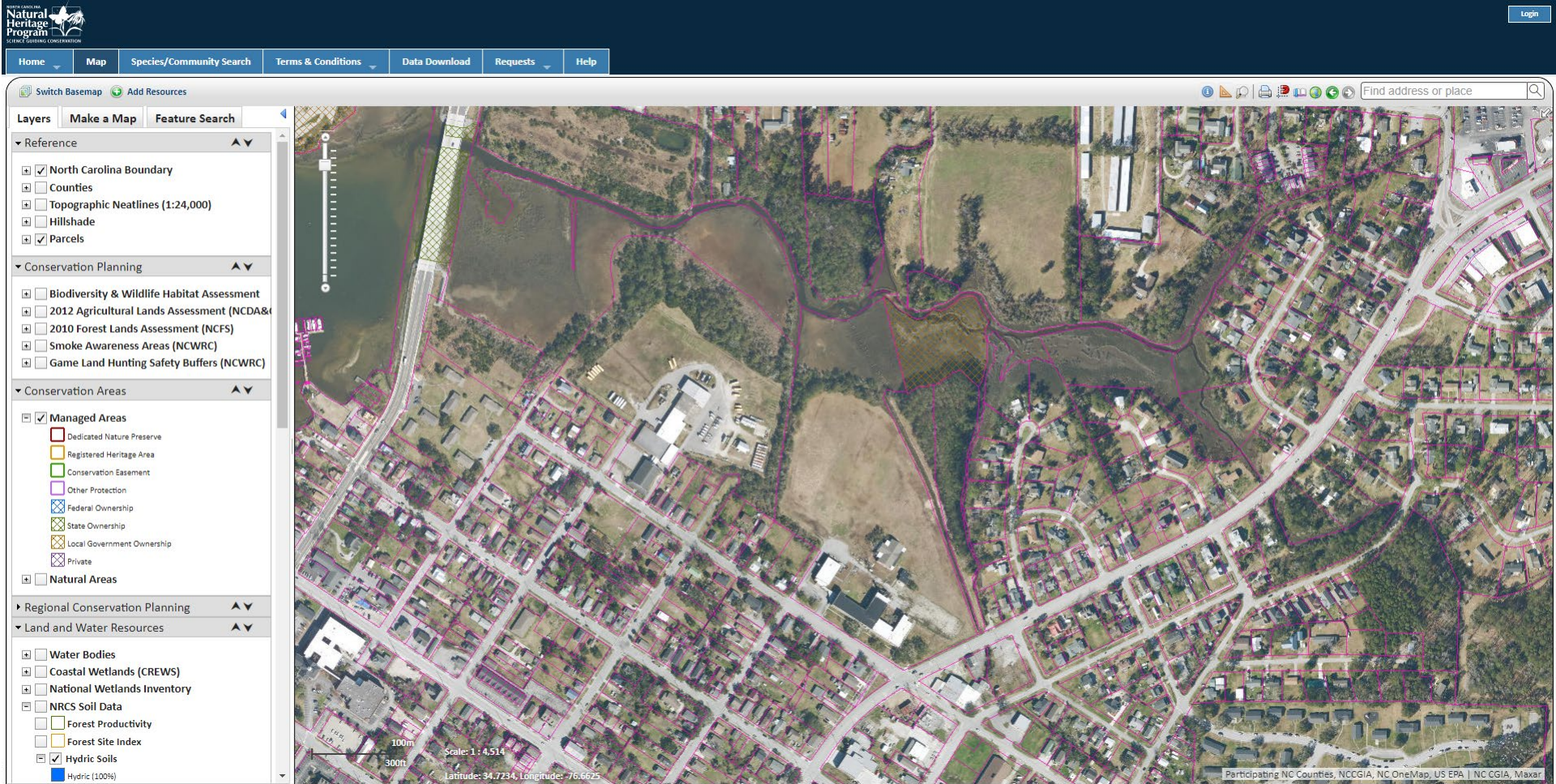
NC Coastal Region Evaluation of Wetland Significance (NC CREWS)

The North Carolina Coastal Region Evaluation of Wetland Significance, or NC-CREWS, is a watershed-based wetlands assessment looking at water quality, wildlife habitat, and hydrologic functions of individual wetlands aimed to illustrate the ecological importance of wetlands.



Managed Conservation Areas

A local-government owned managed area is located nearby the property.



B) Transitional District (TR).

The intent of this district is to serve as a transition between residential and more intensive districts. This includes residential and commercial uses with a low noise and traffic impact which would generally be considered compatible with a residential area which may or may not have buffering requirements as documented in section 19 of this Ordinance. Uses in this district which require potable water or sanitary sewer must be connected to both municipal water and municipal sewer.

1) Minimum Lot Size.

All lots in the TR district shall be a minimum of eight thousand square feet (8,000 ft²).

2) Minimum Lot Width.

All lots in the TR district shall have a minimum lot width of sixty feet (60') at the minimum building line.

3) Building Setback and Building Height Requirements and Limitations.

Subject to the exceptions allowed in this Ordinance, each structure on a lot in this zoning district shall be set back from the boundary lines of the lot at least the distances provided in the tables set forth in this section. The building height limitation in this district is provided in the tables set forth in this section.

Table 8-4 Lot Requirements

<i>District</i>	<i>Front Setback (Right-of-Way)</i>	<i>Rear Setback</i>	<i>Side Setbacks</i>	<i>Building Height Limitation</i>
TR	25 feet	25 feet	15 feet	35 feet

Table 8-5 Other Lot Requirements

<i>District</i>	<i>Front Setback (Right-of-Way)</i>	<i>Rear Setback</i>	<i>Side Setbacks</i>	<i>Building Height Limitation</i>
TR	25 feet	25 feet	8 feet	35 feet

4) Accessory Building Setback Requirements.

All accessory buildings must comply with the lot setback requirements as set forth in section 2-F, section 6, section 15, and all other sections of this Ordinance.

5) Permitted Uses.

- | | |
|---|--|
| Antenna Co-Location on Existing Tower | Dormitory |
| Assisted Living | Dwelling, Single-Family |
| Athletic Field, Public | Garage, Private Detached |
| Bed & Breakfast | Government/Non-Profit Owned/
Operated Facilities & Services |
| Carport | Group Home |
| Club, Lodge, or Hall | Home Occupation |
| Commercial Indoor Recreational Facility | Library |
| Community Garden | Mixed Use |
| Dock | Mortuary/Funeral Home/
Crematorium |

Neighborhood Recreation Center Indoor/Outdoor, Private	Public Utility Facility
Neighborhood Recreation Center, Public	Religious Institution
Nursing Home	Resource Conservation Area
Office: Business, Professional, or Medical	Restaurant with Indoor Operation Shed
Park, Public	Signs, Commercial Free-Standing
Personal Service Establishment	Swimming Pool (Personal Use)
Public Safety Station	Temporary Construction Trailer
	Utility Minor
	Vehicle Charging Station

6) Special Uses (*Special Uses* text may be found in section 20 of this Ordinance).

Accessory Dwelling Unit	Museum
Aquaculture	Other Freestanding Towers
Financial Institution	Outdoor Amphitheater, Public
Cemetery/Graveyard	Parking Lot
Concealed (Stealth) Antennae & Towers	Preschool
Day Care Center	Produce Stand/Farmers' Market
Day Care/Child Care Home	Retail Store
Dwelling, Duplex	Satellite Dish Antenna
Golf Course, Privately Owned	School, K-12
Golf Driving Range	School, Post-Secondary
Hotel or Motel	Tavern/Bar/ Pub with Indoor Operation
Kennel, Indoor/Outdoor Operation	Utility Facility
Marina	

Table 8-8 Transitional Zoning District Table of Uses

Land Development Ordinance Uses		TCA	TR	PUD	CS-MU
Residential Uses					
Group Living	Assisted Living	P	P	S	
	Dormitory	P	P	S	
	Group Home	P	P	S	
	Nursing Home	P	P	S	
Household Living	Accessory Dwelling Unit		S	S	
	Dwelling, Duplex/Townhome	P	S	S	
	Dwelling, Multi-Family	P		S	P
	Dwelling, Single-Family	S	P	S	P
	Manufactured Home			S	
	Manufactured Home Park			S	
	Recreational Vehicle Park			S	
Mixed Uses					
	Mixed Use	S	P	S	P
Public/Institutional Uses					
Aviation	Airport/Landing Strip			S	
Cemeteries/ Graveyards	Cemetery/Graveyard		S	S	
Cultural Facilities	Library		P	S	
	Museum		S	S	
Day Care	Day Care Center		S	S	
	Day Care/Child Care Home		S	S	
Government Services	Government/Non-Profit Owned/ Operated Facilities & Services	P	P	S	
	Public Safety Station	P	P	S	
	Public Utility Facility	P	P	S	P
Hospitals	Hospital			S	
Park and Athletic Fields, Public Use	Athletic Field, Public			S	
	Community Garden	P	P	S	
	Neighborhood Recreation Center, Public	P	P	S	
	Outdoor Amphitheater, Public	S	S	S	
	Park, Public	P	P	S	P
	Resource Conservation Area	P	P	S	
Religious Uses	Religious Institution	S	P	S	P
Educational Uses	Preschool	S	S	S	
	School, K-12		S	S	
	School, Post-Secondary	S	S	S	
Non-Governmental Facilities	Transportation Facility	S		S	
	Utility Facility	S	S	S	P
	Utility Minor	P	P	S	P
Agricultural Uses	Agritourism			S	
	Aquaculture		S	S	
	Farming, General			S	
	Forestry			S	
	Produce Stand/Farmers' Market		S	S	P

Permitted Use

Special Use

Land Development Ordinance for the Town of Beaufort

Table 8-8 Transitional Zoning District Table of Uses

Land Development Ordinance Uses		TCA	TR	PUD	CS-MU
Commercial Uses					
Animal Services	Kennel, Indoor Operation Only		S	S	
	Kennel, Indoor/Outdoor Operation			S	
Assembly	Club, Lodge, or Hall		P	S	
Financial Institutions	Financial Institution		S	S	P
Food and Beverage Services	Microbrewery			S	S
	Restaurant, with Drive-Thru Service	S		S	
	Restaurant, with Indoor Operation	S	P	S	P
	Restaurant, with Outdoor Operation	S		S	P
	Tavern/Bar/Pub with Indoor Operation	S	S	S	S
	Tavern/Bar/Pub with Outdoor Operation	S		S	
Offices	Office: Business, Professional, or Medical		P	S	P
	Office: Small Business				
Public Accommodations	Bed & Breakfast		P	S	
	Hotel or Motel	S	S	S	P
Indoor Recreation & Entertainment, Privately Owned	Adult Entertainment			S	
	Amusement Establishment			S	
	Commercial Indoor Recreation Facility		P	S	
	Neighborhood Recreation Center Indoor/ Outdoor, Private	P	P	S	
	Pool Hall or Billiard Hall			S	
	Theater, Large			S	
	Theater, Small	S		S	
Outdoor Recreation & Entertainment, Privately Owned	Athletic Field, Private			S	
	Commercial Outdoor Amphitheater			S	
	Commercial, Outdoor Recreation Facility			S	
	Golf Course, Privately-Owned		S	S	
	Golf Driving Range		S	S	
	Motor Vehicle Raceway			S	
Retail Sales and Services	Adult-Oriented Retail Establishment			S	
	Convenience Store			S	P
	Mortuary/Funeral Home/ Crematorium		P	S	
	Liquor Store			S	
	Personal Service Establishment	S	P	S	P
	Retail Store	S	S	S	P
Vehicle Storage Facilities	Dry Boat Storage			S	
	Marina	S	S	S	
	Parking Lot		S	S	
	Parking Structure			S	

Permitted Use

Special Use

Table 8-8 Transitional Zoning District Table of Uses

Land Development Ordinance Uses		TCA	TR	PUD	CS-MU
Vehicles and Equipment Facilities	Boat Sales/Rental			S	
	Car Wash			S	
	Gas/Service Station			S	
	Heavy Equipment Sales/Rental			S	
	Heavy Vehicle Repair			S	
	Moped/Golf Cart Sales/Rental			S	
	Motor Vehicle Sales/Rental			S	
	Towing & Vehicle Storage			S	
	Vehicle Service			S	
Industrial Uses					
Industrial Service Uses	General Industrial Service			S	
Manufacturing and Production Uses	Manufacturing, Heavy			S	
	Manufacturing, Light			S	
	Resource Extraction			S	
Telecommunications Facilities	Antenna Co-Location on Existing Tower	P	P	S	
	Concealed (Stealth) Antennae & Towers	P	S	S	
	Other Building-Mounted Antennae & Towers			S	
	Other Freestanding Towers		S	S	
Warehouse and Freight Movement Uses	Commercial Waterfront Facility			S	
	Hazardous Material Storage			S	
	Mini-Storage			S	
	Outdoor Storage			S	
	Warehousing and Distribution Establishment			S	
	Wholesale Establishment			S	
Waste-Related Uses	Recycling & Salvage Operation			S	
Accessory Uses and Structures					
Accessory Uses	Carport	P	P	S	
	Dock	P	P	S	
	Garage, Private Detached	P	P	S	
	Home Occupation	P	P	S	
	Outdoor Retail Display/Sales			S	P
	Satellite Dish Antenna		S	S	
	Shed	P	P	S	
	Signs, Commercial Free- Standing	P	P	S	
	Swimming Pool (Personal Use)		P	S	
	Temporary Construction Trailer	P	P	S	
	Vehicle Charging Station	P	P	S	

Permitted Use

Special Use



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 16, 2022 – 614 Broad Street**

AGENDA CATEGORY: Old Business
SUBJECT: Preliminary Plat for Salt Wynd Preserve Phase I

BRIEF SUMMARY:

During the March meeting the Planning Board raised issues as to the continuation of the waterline and the height of parts of the street system related to base flood elevation. Also the Fire Department requested another hydrant be installed. Since the meeting those items have been addressed as follows:

- Sheets C3 & C6 - Shows the continuation of the 8" water system from lot 13 to lots 4&5 through a 10' easement, providing a looped system.
- Sheet C5 – Shows the location of the new Fire Hydrant at Pinner's Point Road.
- Sheets C7-10 – Show the road elevations all meeting the base flood at 6 feet.

Additionally, the applicant has provided an EIS as requested by the Board and which was distributed to the Board for your review on May 2, 2022.

REQUESTED ACTION:

1. Approve the request with the condition that the effective date of official approval will take place once the Preliminary Plat is annexed into the corporate limits of the Town of Beaufort and that the applicant has a period of six months to accomplish this or the Preliminary Plat will be void.
2. Deny the application for Preliminary Plat based on specific criteria.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP
Planning & Inspections Director



STAFF REPORT

To: Beaufort Planning Board Members
From: Kyle Garner, AICP, Town Planner
Date: May 5, 2022
Project Salt Wynd Preserve Phase 1 – Preliminary Plat

THE QUESTION: Subdivide a 37.06 Acre Tract into 47 Single-Family Lots

BACKGROUND:

Location:	Off Pinners Point Road
Owners:	Beaufort Agrihood Development, LLC
Requested Action:	Subdivide a 37.06 acre tract into 47 lots
Existing Zoning	R-20
Amount of Open Space:	2.39 Acres
Existing Land Use:	Undeveloped
Adjoining Land Use & Zoning:	North – By Undeveloped property, Zoned R-20 South – By single family residential in Howland Rock, Zoned R-20 East – By single family residential in Howland Rock, Zoned R-20 West – By single family residential along Pinners Point Road, R-20.

SPECIAL INFORMATION:

During the March meeting the Planning Board raised issues as to the continuation of the waterline and the height of parts of the street system related to base flood elevation. Also the Fire Department requested another hydrant be installed. Since the meeting those items have been addressed as follows:

- Sheets C3 & C6 - Shows the continuation of the 8” water system from lot 13 to lots 4&5 through a 10’ easement, providing a looped system.
- Sheet C5 – Shows the location of the new Fire Hydrant at Pinners Point Road.
- Sheets C7-10 – Show the road elevations all meeting the base flood at 6 feet.

Additionally, the applicant has provided an EIS as requested by the Board and which was distributed to the Board for your review on May 2, 2022.

Also included is a copy of their driveway permit applications for NCDOT; a Soils Report and; a copy of “Draft” covenants for this phase of the development as well as environmental conditions maps of the area.

Public Utilities & Works:

The applicant has requested Sewer Allocation for Phase I and is being handled by the Town’s Engineer, Greg Meshaw.

OPTIONS:

1. Approve the request with the condition that the effective date of official approval will take place once the Preliminary Plat is annexed into the corporate limits of the Town of Beaufort and that the applicant has a period of six months to accomplish this or the Preliminary Plat will be void.
2. Deny the application for Preliminary Plat based on specific criteria.

ATTACHMENTS:

- Vicinity Map
- Environmental Conditions Map of Area
- Preliminary Plat Submittal
- NCDOT Driveway Permit Applications
- Proposed Covenants
- Soils Report

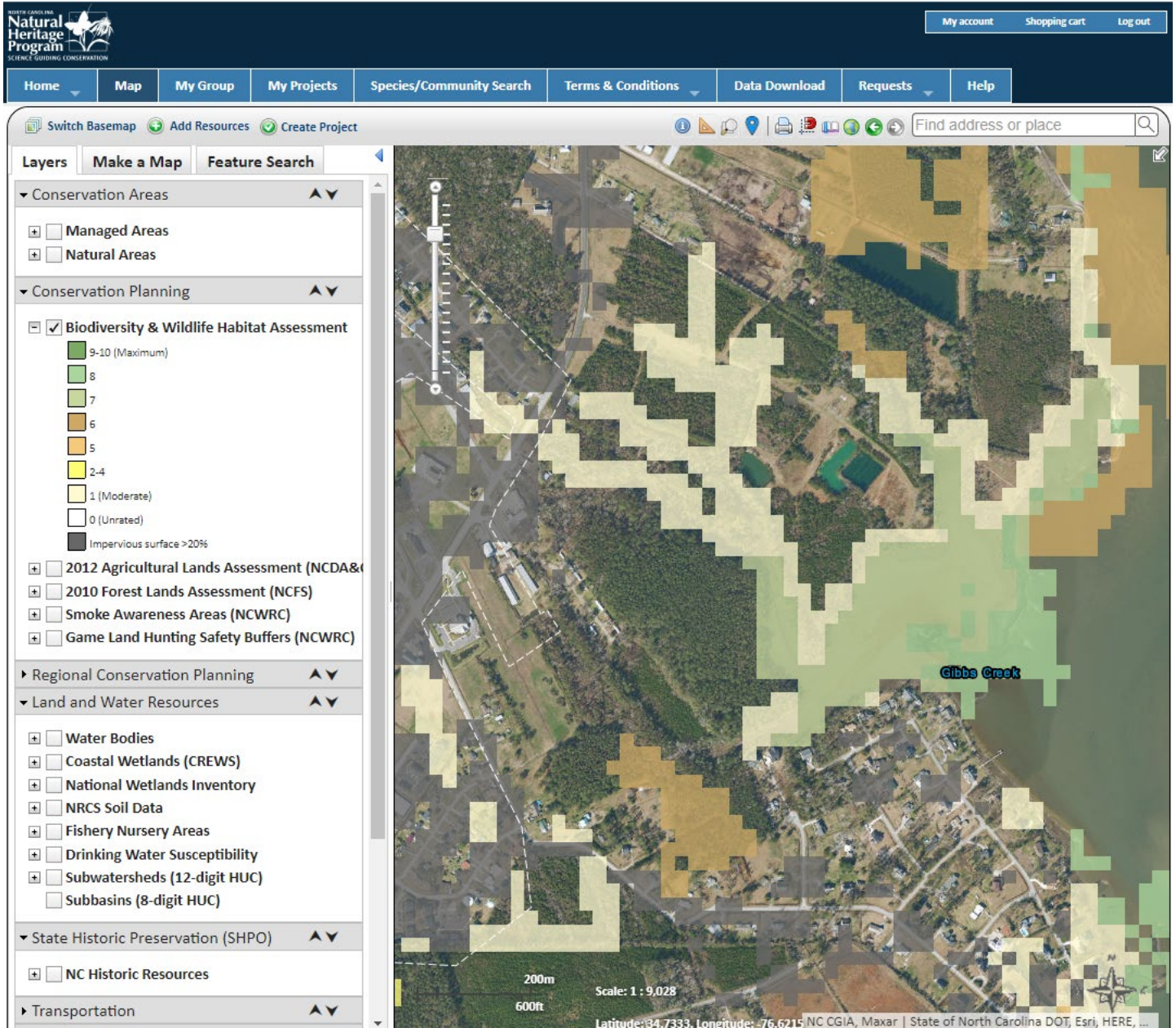
Case #22-07 Vicinity Map - Preliminary Plat - Salt Wynd Preserve



Environmental Conditions – Salt Wynd Preserve Subdivision

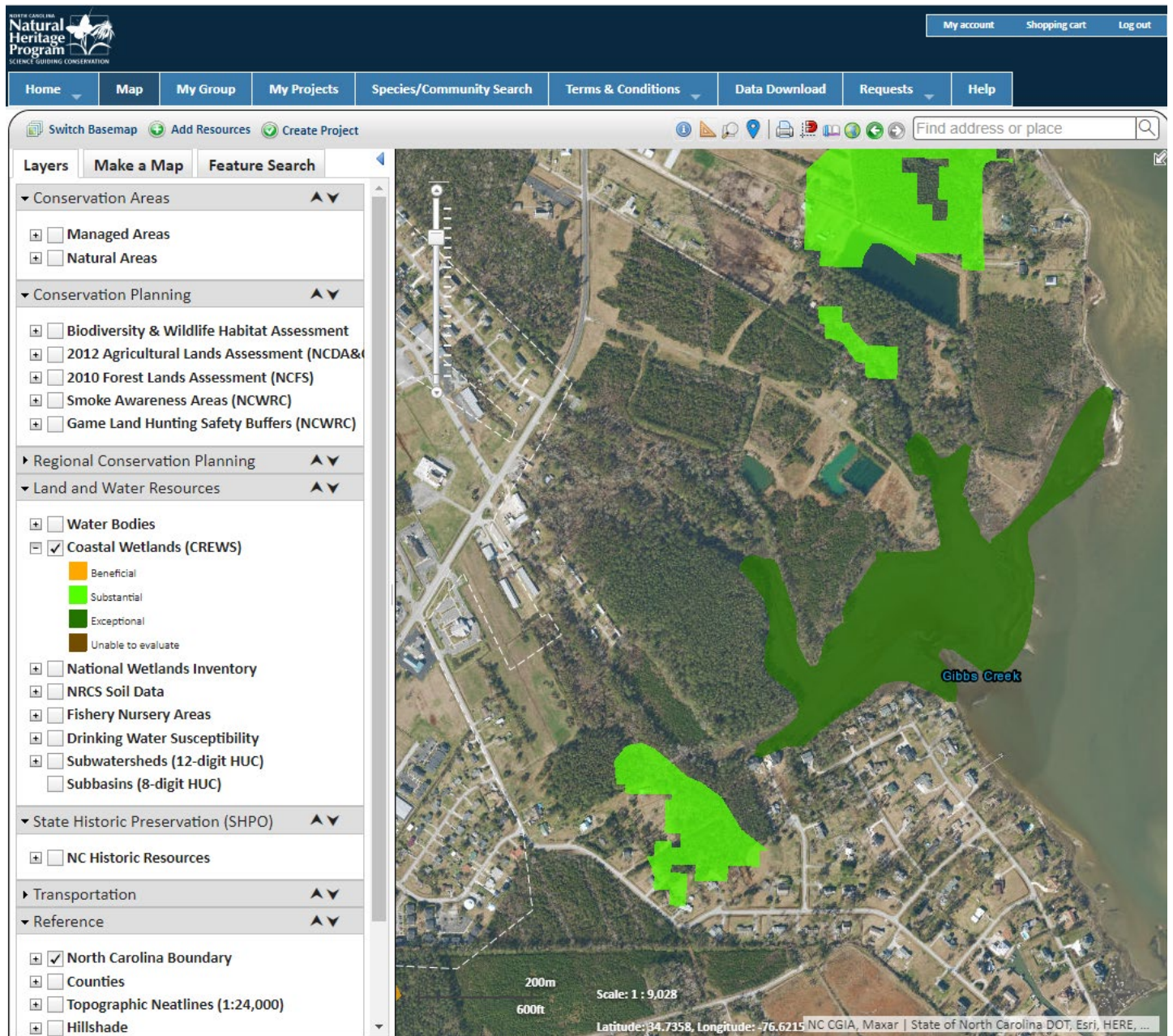
Natural Heritage Program Biodiversity & Wildlife Habitat Assessment

The Biodiversity and Wildlife Habitat Assessment is a map that represents the highest priority areas for conservation of wildlife habitat and biodiversity in North Carolina.



NC Coastal Region Evaluation of Wetland Significance (NC CREWS)

The North Carolina Coastal Region Evaluation of Wetland Significance, or NC-CREWS, is a watershed-based wetlands assessment looking at water quality, wildlife habitat, and hydrologic functions of individual wetlands aimed to illustrate the ecological importance of wetlands.



NC Marine Fisheries Shellfish Sanitation: Shellfish Harvesting Closures

This map illustrates the written shellfish closure proclamations issued by the NC Division of Marine Fisheries. Official proclamations can be found here: <https://deq.nc.gov/about/divisions/marine-fisheries/rules-proclamations-and-size-and-bag-limits/polluted-area-proclamations>

Shellfish Sanitation Temporary Closure Public Viewer
Supplemental Viewer. Official Docs on proclamation website

NC Environmental Quality Marine Fisheries Shellfish Sanitation

Legend

- Temporary Closure**
 - Closed
- Permanent Shellfish Closures**
- Grow Area Boundaries**

Basemap Gallery

- Imagery with Labels
- National Geographic

About

This map application serves as a guide for the public in interpreting the written shellfish closure proclamations issued by the North Carolina Division of Marine Fisheries.

To access official proclamations, [click here](#).

To access maps of permanently closed areas and written permanent closure descriptions, click on the growing area label in the map and then click on the "Attachments" link that appears in the pop up window.

While every effort is made to keep this map accurate and up-to-date, it is not intended to replace the written proclamations. Maps do not supersede existing rules or proclamations. Under no circumstances shall the State of North Carolina be liable for any actions taken or omissions made from reliance on any information contained herein, nor shall the State be liable for any other consequences from any such reliance.

Map labels: Newport River, North River, Beaufort, Davis Bay, Back Sound, E5, Fort Macon State Park, Cape Lookout, Earthstar Geographics | Esri, HERE, Garmin

POWERED BY **esri**

Public viewer available at:
<https://ncdenr.maps.arcgis.com/apps/webappviewer/index.html?id=5759aa19d7484a3b82a8e440fba643aa>

SALT WYND PRESERVE

PHASE ONE

BEAUFORT, CARTERET COUNTY, NORTH CAROLINA



VICINITY MAP
SCALE: 1"=400'

SHEET INDEX

SHEET C1	COVERSHEET/SHEET INDEX
SHEET C2	PRELIMINARY CONCEPTUAL PLAN
SHEET C3	OVERALL PRELIMINARY PLAT
SHEET C4	PHASE ONE PRELIMINARY PLAT
SHEET C5	PHASE ONE PRELIMINARY PLAT
SHEET C6	PHASE ONE PRELIMINARY PLAT
SHEET C7	WINDING WOODS LANE PLAN & PROFILE
SHEET C8	WINDING WOODS LANE PLAN & PROFILE
SHEET C9	SALT WYND PLAN & PROFILE
SHEET C10	BOBBI CIRCLE PLAN & PROFILE
SHEET C11	GRAVITY SEWER OUTFALL (SALT WYND) PLAN & PROFILE
SHEET C12	FORCEMAIN PLAN & PROFILE
SHEET C13	PUMP STATION PLAN & DETAILS
SHEET C14	WATER DETAILS
SHEET C15	SEWER DETAILS
SHEET E1	PUMP STATION ELECTRICAL COVER
SHEET E2	PUMP STATION ELECTRICAL PLAN & SCHEDULES
SHEET E3	PUMP STATION ELECTRICAL DETAILS
SHEET E4	STREET LIGHTING PLAN
SHEET D1	DRAINAGE PLAN
SHEET D2	DRAINAGE AREA PLAN
SHEET D3	DRAINAGE DETAILS

PROJECT NO. : FM3067-001
DRAWING NO. : 001

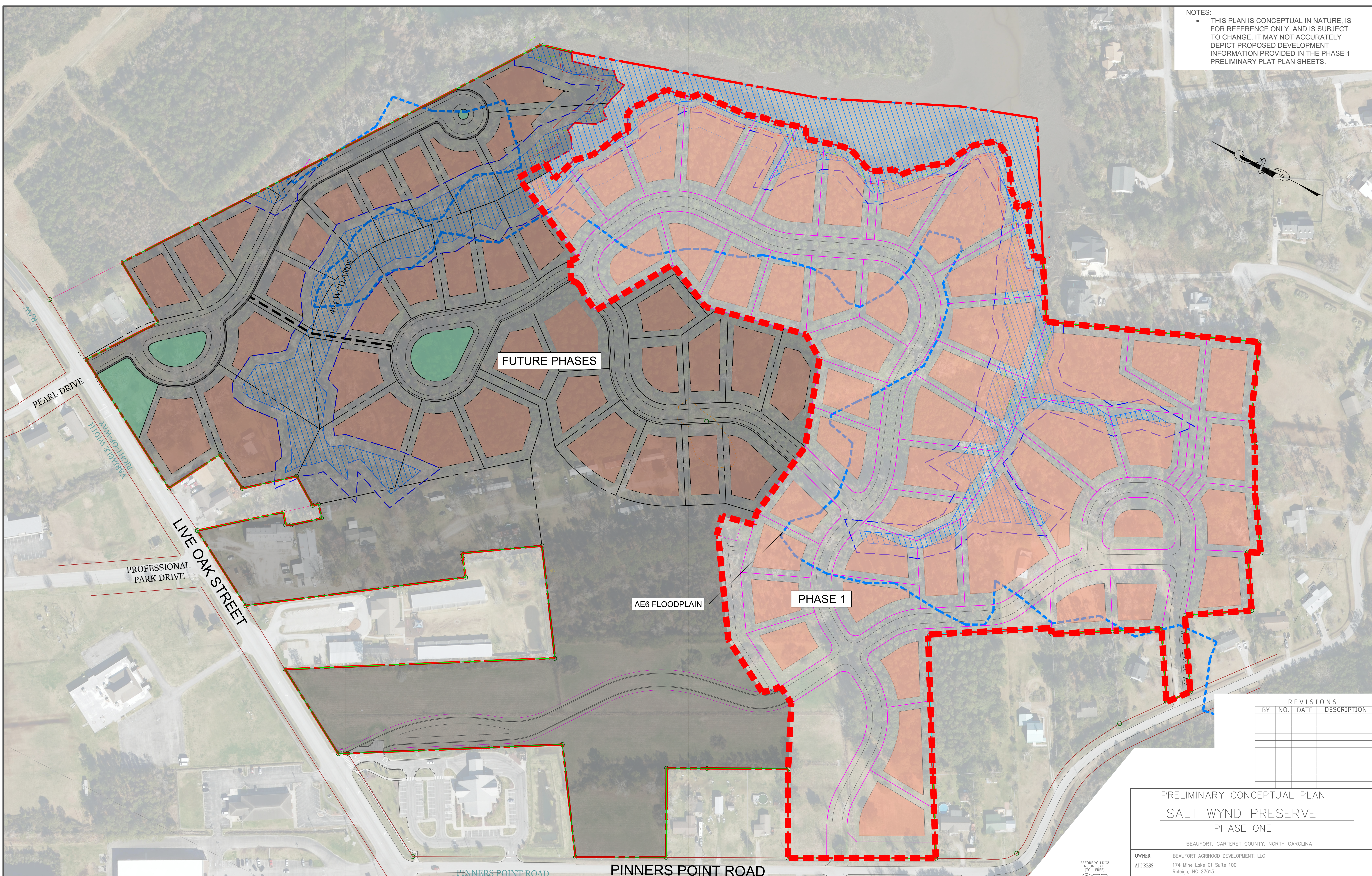
PRELIMINARY DRAWING
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CONSTRUCTION

LINWOOD E. STROUD, P.E.

STROUD ENGINEERING, P.A.
107-B COMMERCE STREET
GREENVILLE, NORTH CAROLINA 27858
(252) 756-9352
LICENSE NO. C-0647

NOTES:

- THIS PLAN IS CONCEPTUAL IN NATURE, IS FOR REFERENCE ONLY, AND IS SUBJECT TO CHANGE. IT MAY NOT ACCURATELY DEPICT PROPOSED DEVELOPMENT INFORMATION PROVIDED IN THE PHASE 1 PRELIMINARY PLAT PLAN SHEETS.



REVISIONS			
BY	NO.	DATE	DESCRIPTION

PRELIMINARY CONCEPTUAL PLAN
SALT WYND PRESERVE
 PHASE ONE
 BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

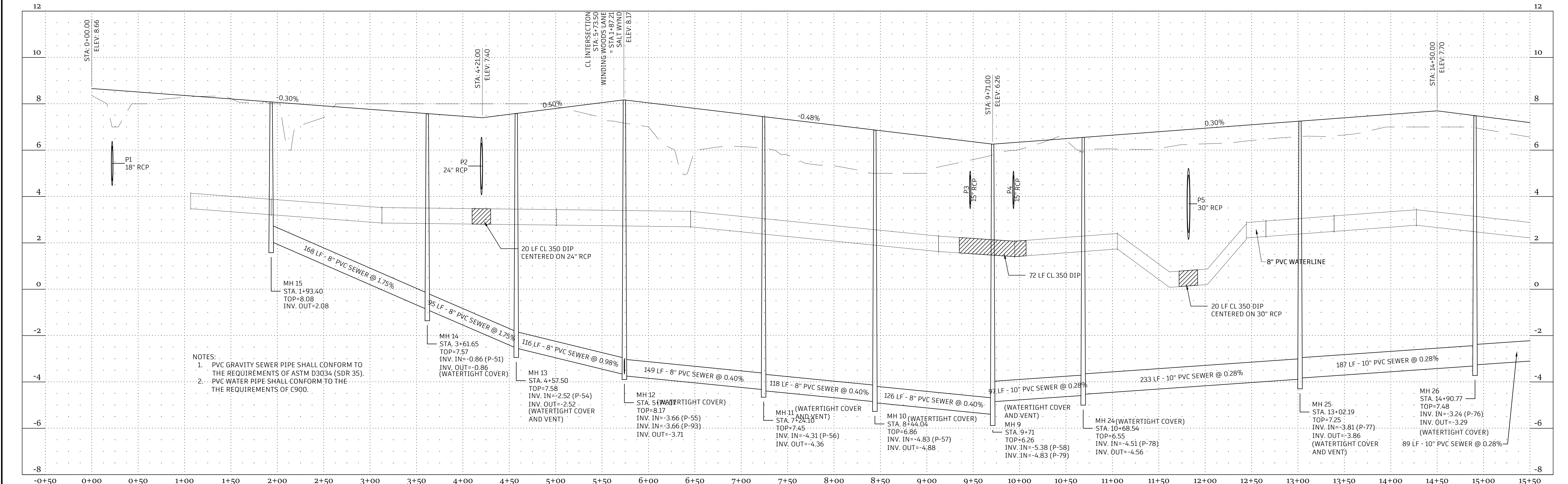
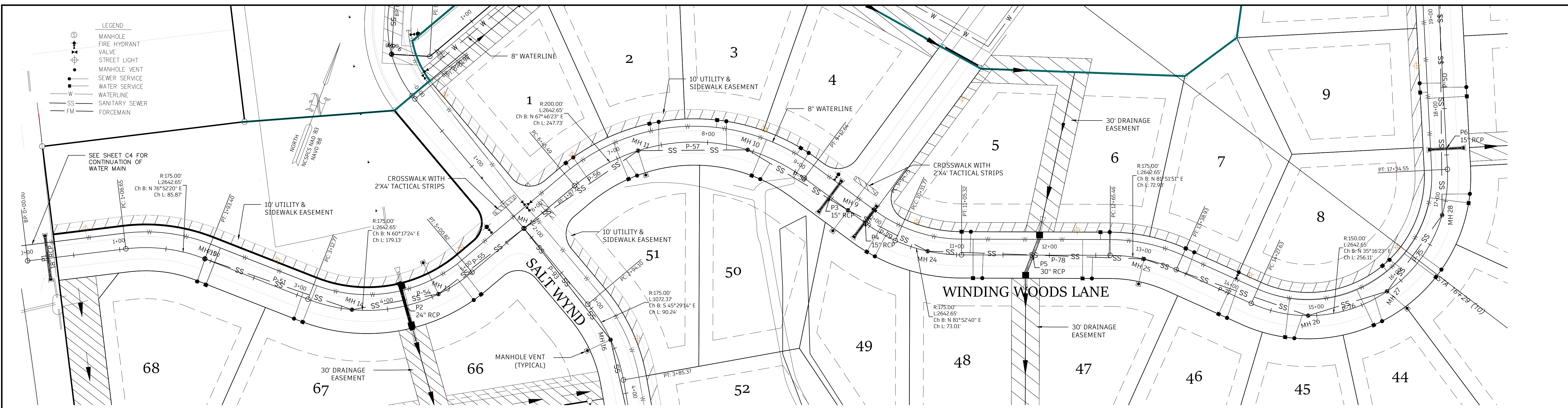
OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC
 ADDRESS: 174 Mine Lake Ct Suite 100
 Raleigh, NC 27615
 PHONE: 207-449-8801

DESIGNED: LES	DATE: 2/10/22
DRAWN: JJJ	SCALE: 1" = 100'
APPROVED: LES	SHEET C2 OF 13

STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET
 GREENVILLE, NC 27858
 (252) 756-9352 LICENSE NO. C-0647

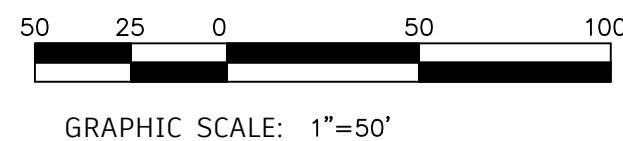
PROJECT NO.: PM3067-001
 DRAWING NO.: 003





- NOTES:
- PVC GRAVITY SEWER PIPE SHALL CONFORM TO THE REQUIREMENTS OF ASTM D3034 (SDR 35).
 - PVC WATER PIPE SHALL CONFORM TO THE REQUIREMENTS OF C900.

PRELIMINARY DRAWINGS - DO NOT USE FOR CONSTRUCTION



PROJECT NO.: PM3067-001
DRAWING NO.: 007



REVISIONS			
BY	NO.	DATE	DESCRIPTION

PLAN & PROFILE- WINDING WOODS LANE STA 0+00-15+50

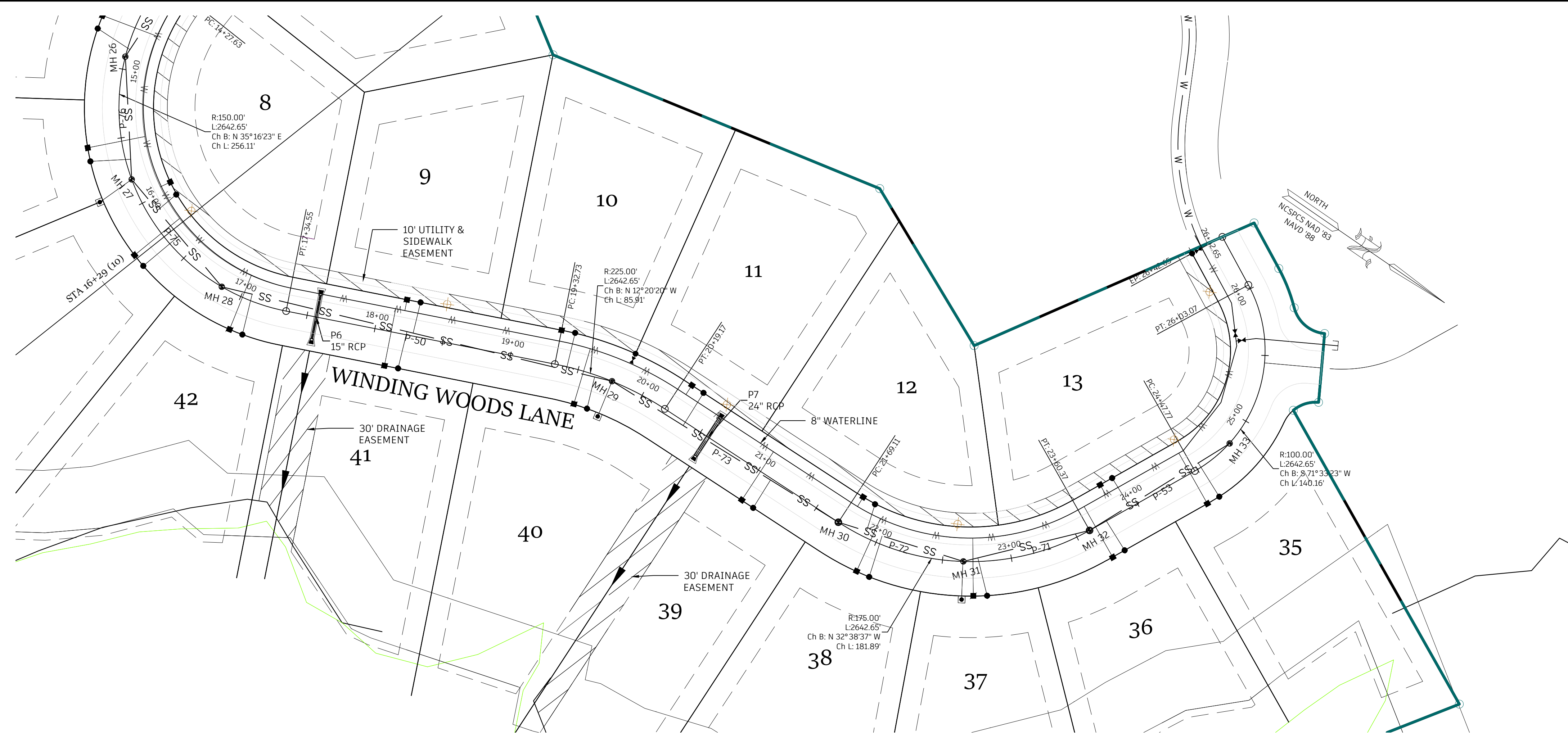
SALT WYND PRESERVE PHASE ONE

BEAUFORT CARTERET COUNTY NORTH CAROLINA

OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC
ADDRESS: 176 MINE LAKE CT
SUITE 100
RALEIGH, NC 27615
PHONE: 207-449-8801

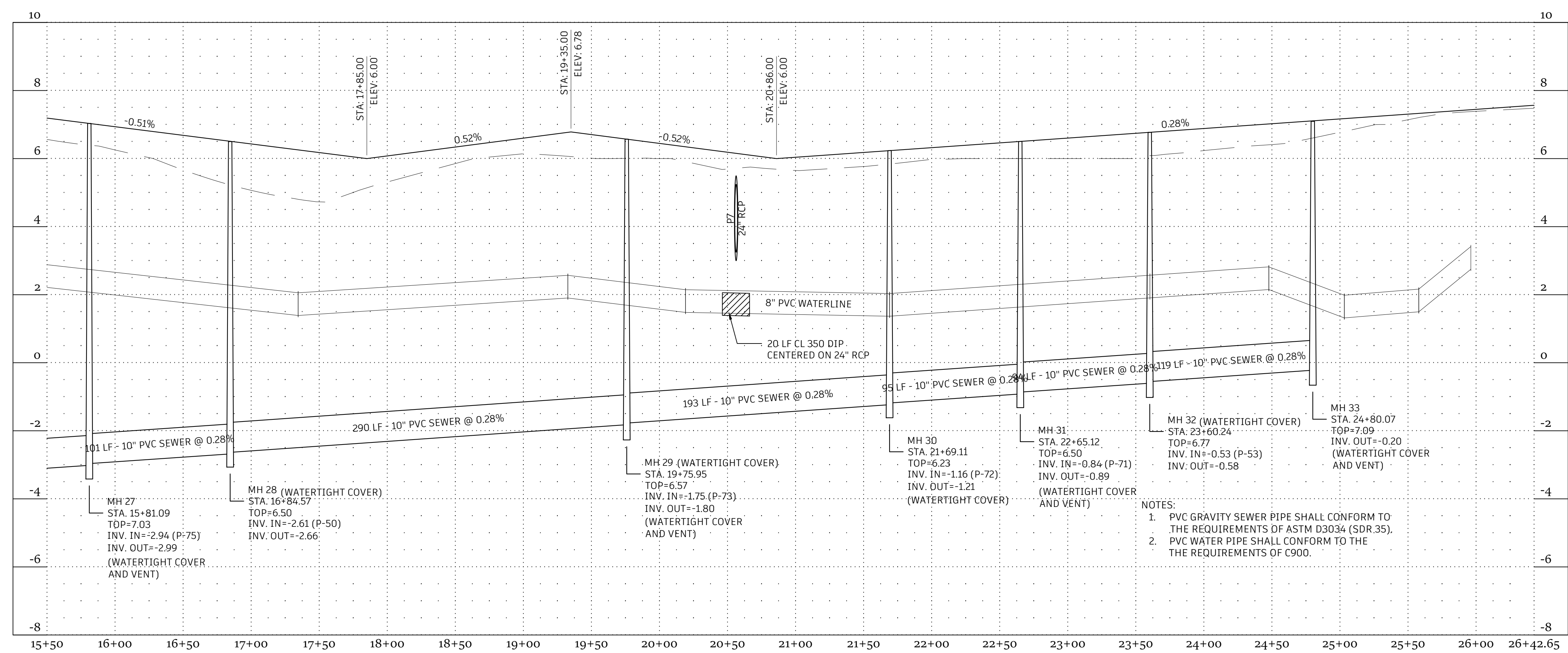
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V= 1"=2'
APPROVED: LES SHEET C7 OF 15

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107-B COMMERCE STREET
GREENVILLE, NC 27858
(252) 756-9352 LICENSE NO. C-0647



LEGEND

- MANHOLE
- ⊕ FIRE HYDRANT
- ⊕ VALVE
- ⊕ STREET LIGHT
- MANHOLE VENT
- SEWER SERVICE
- WATER SERVICE
- W WATERLINE
- SS SANITARY SEWER
- FM FORCEMAIN



REVISIONS

BY	NO.	DATE	DESCRIPTION



PLAN & PROFILE - WINDING WOODS LANE STA 15+50 - 26+42.65

SALT WYND PRESERVE

PHASE ONE

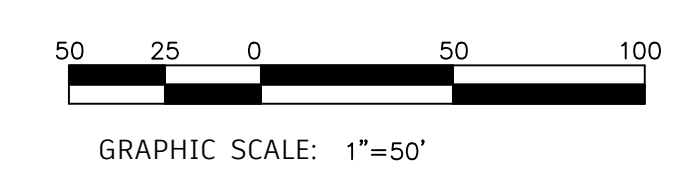
BEAUFORT CARTERET COUNTY NORTH CAROLINA

OWNER: BEAUFORT AGRHOOD DEVELOPMENT, LLC
 ADDRESS: 176 MINE LAKE CT SUITE 100 RALEIGH, NC 27615
 PHONE: 207-449-8801

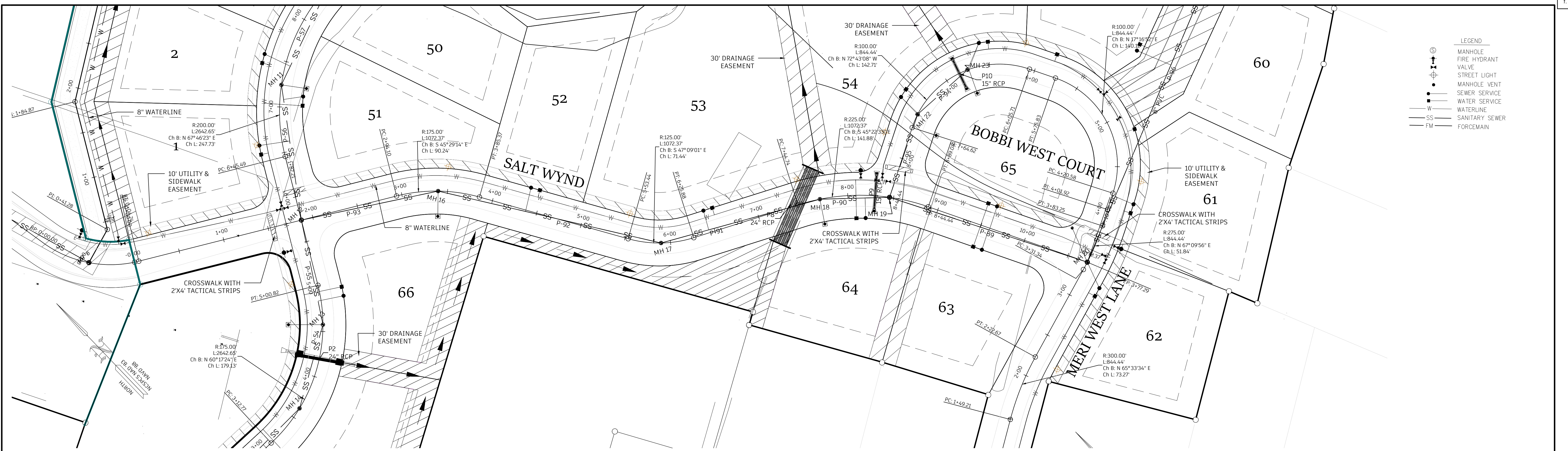
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 107-B COMMERCE STREET GREENVILLE, NC 27858 (252) 756-9352 LICENSE NO. C-0647

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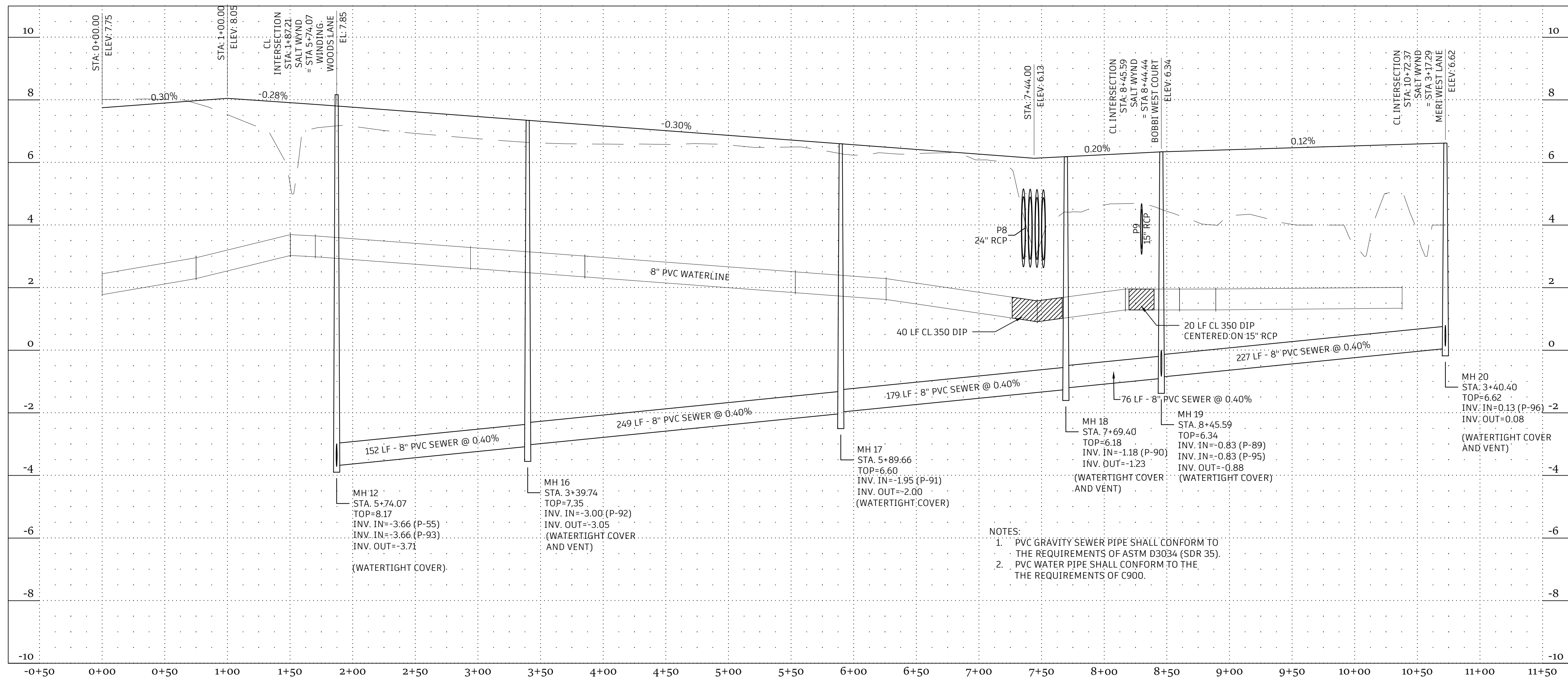


PROJECT NO.: PM3067-001
 DRAWING NO.: 008



LEGEND

- ⊙ MANHOLE
- ⊕ FIRE HYDRANT
- ⊖ VALVE
- ⊙ STREET LIGHT
- ⊖ MANHOLE VENT
- SEWER SERVICE
- WATER SERVICE
- W WATERLINE
- SS SANITARY SEWER
- FM FORCEMAIN



- NOTES:
- PVC GRAVITY SEWER PIPE SHALL CONFORM TO THE REQUIREMENTS OF ASTM D3034 (SDR 35).
 - PVC WATER PIPE SHALL CONFORM TO THE REQUIREMENTS OF C900.



REVISIONS

BY	NO.	DATE	DESCRIPTION

PLAN & PROFILE - SALT WYND STA 0+00 - 11+50

SALT WYND PRESERVE

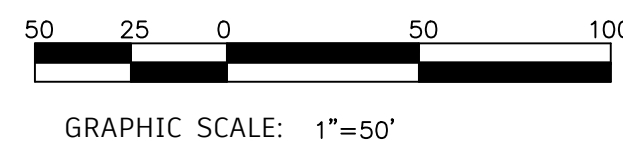
PHASE ONE

BEAUFORT CARTERET COUNTY NORTH CAROLINA

OWNER: BEAUFORT AGRHOOD DEVELOPMENT, LLC
 ADDRESS: 176 MINE LAKE CT SUITE 100 RALEIGH, NC 27615
 PHONE: 207-449-8801

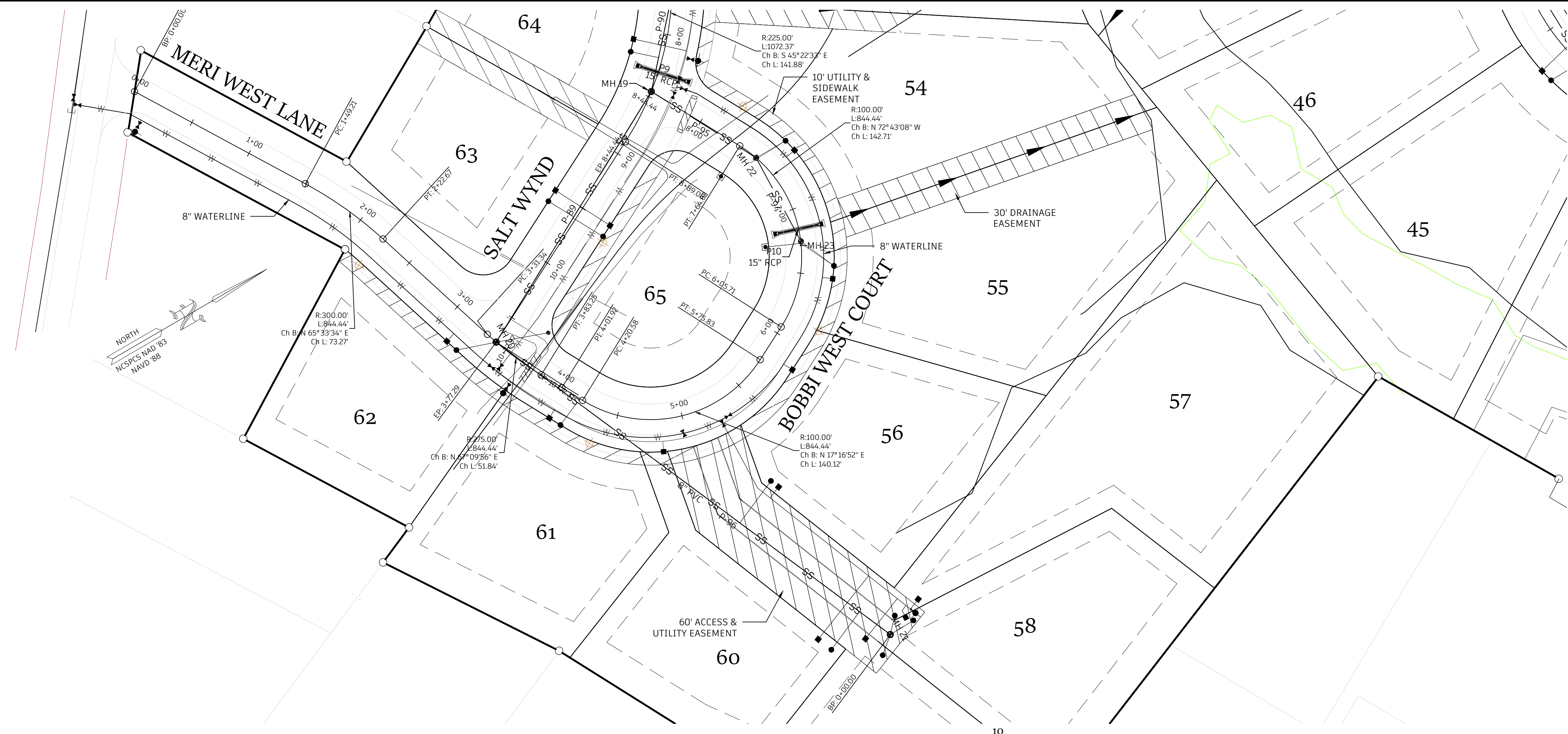
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STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET GREENVILLE, NC 27858
 (252) 756-9352 LICENSE NO. C-0647



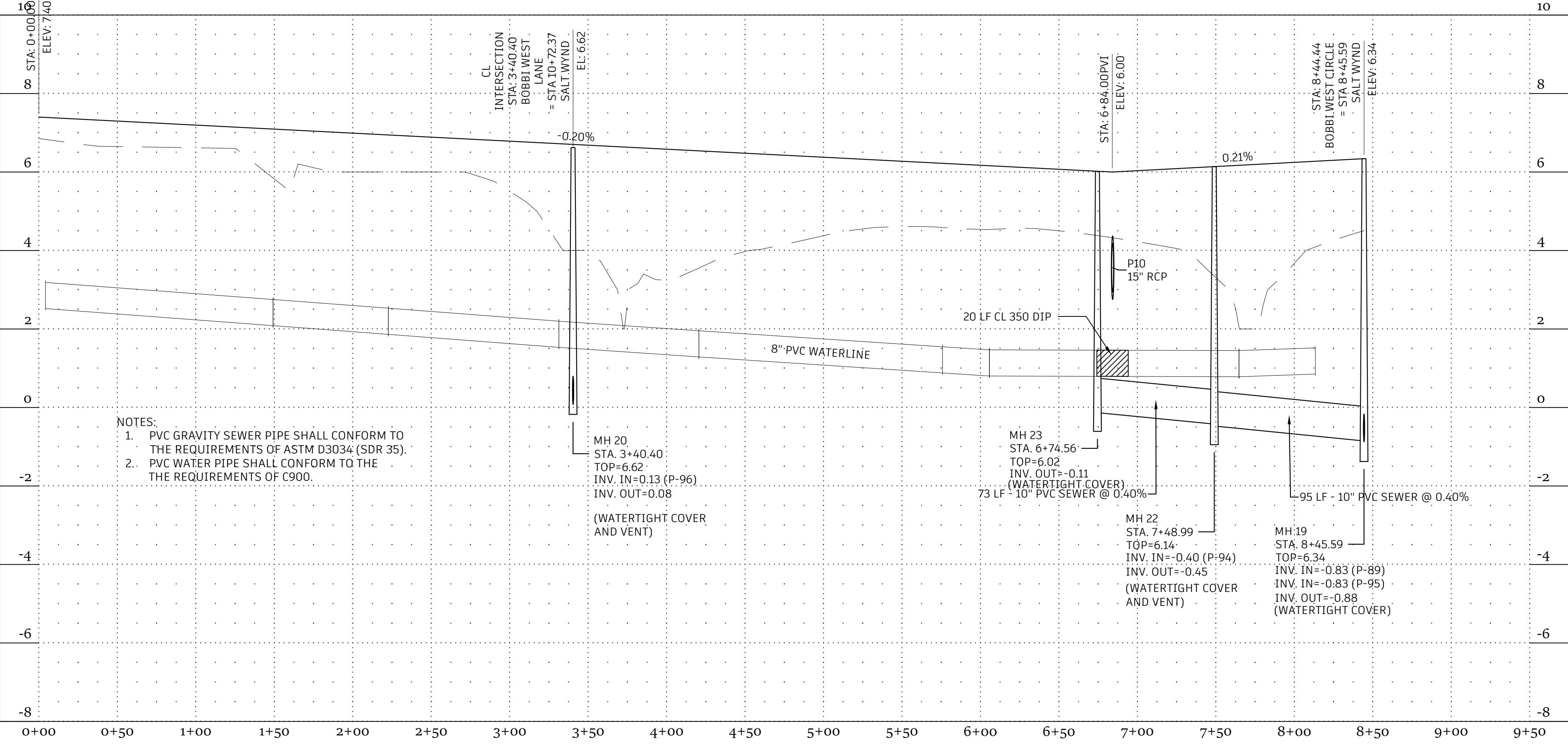
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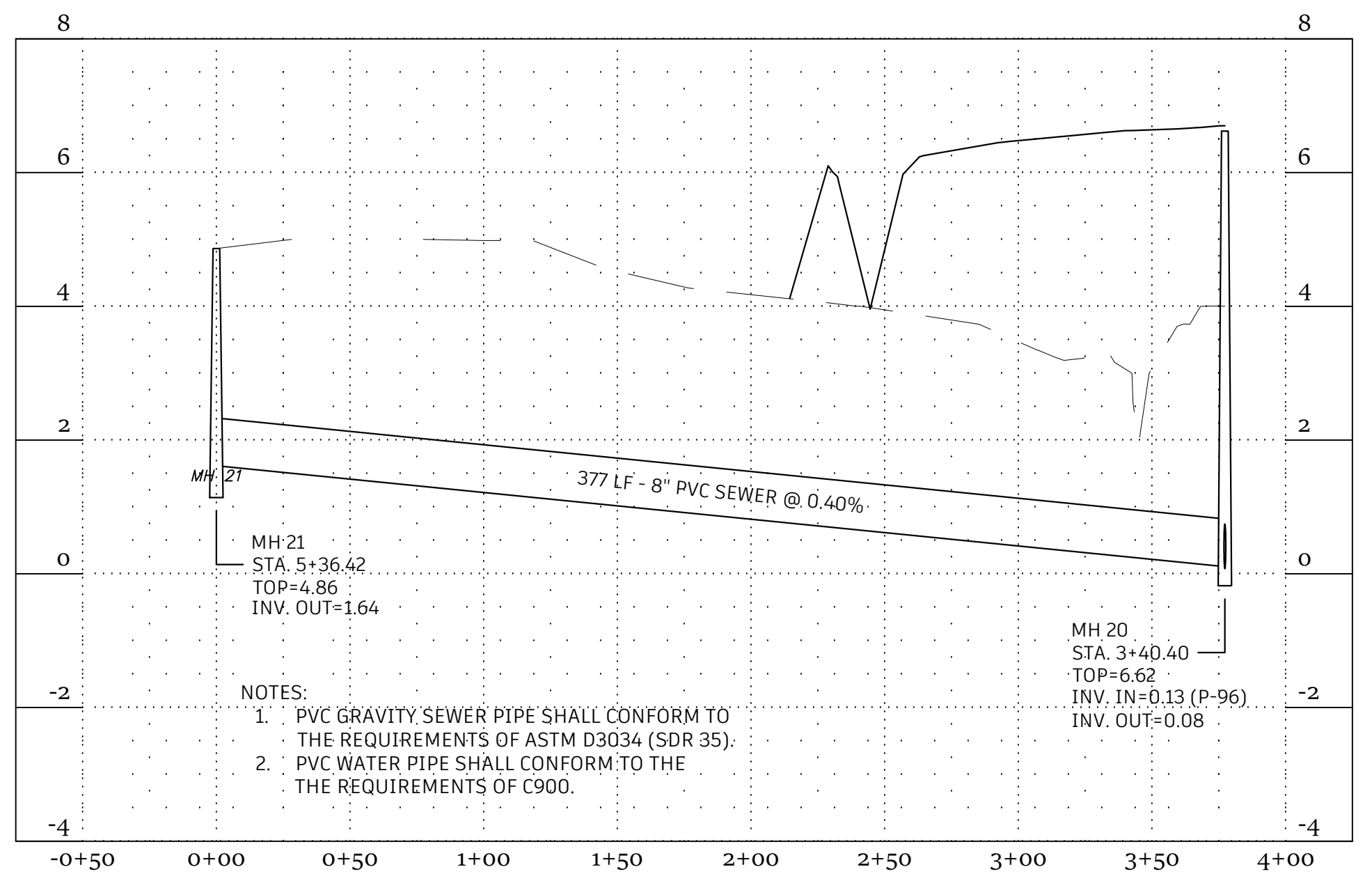


LEGEND

- ⊙ MANHOLE
- ⊕ FIRE HYDRANT
- ⊖ VALVE
- ⊙ STREET LIGHT
- ⊙ MANHOLE VENT
- SEWER SERVICE
- WATER SERVICE
- WATERLINE
- SS SANITARY SEWER
- FM FORCEMAIN



- NOTES:
- PVC GRAVITY SEWER PIPE SHALL CONFORM TO THE REQUIREMENTS OF ASTM D3034 (SDR 35).
 - PVC WATER PIPE SHALL CONFORM TO THE REQUIREMENTS OF C900.



- NOTES:
- PVC GRAVITY SEWER PIPE SHALL CONFORM TO THE REQUIREMENTS OF ASTM D3034 (SDR 35).
 - PVC WATER PIPE SHALL CONFORM TO THE REQUIREMENTS OF C900.

PRELIMINARY DRAWINGS - DO NOT USE FOR CONSTRUCTION

PLAN & PROFILE - BOBBI WEST COURT

SALT WYND PRESERVE

PHASE ONE

BEAUFORT CARTERET COUNTY NORTH CAROLINA

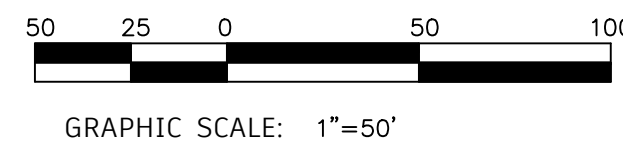
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 ADDRESS: 176 MINE LAKE CT SUITE 100 RALEIGH, NC 27615
 PHONE: 207-449-8801

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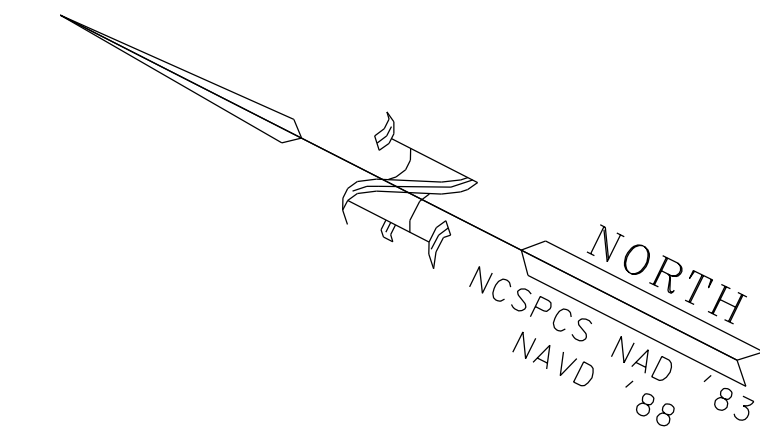
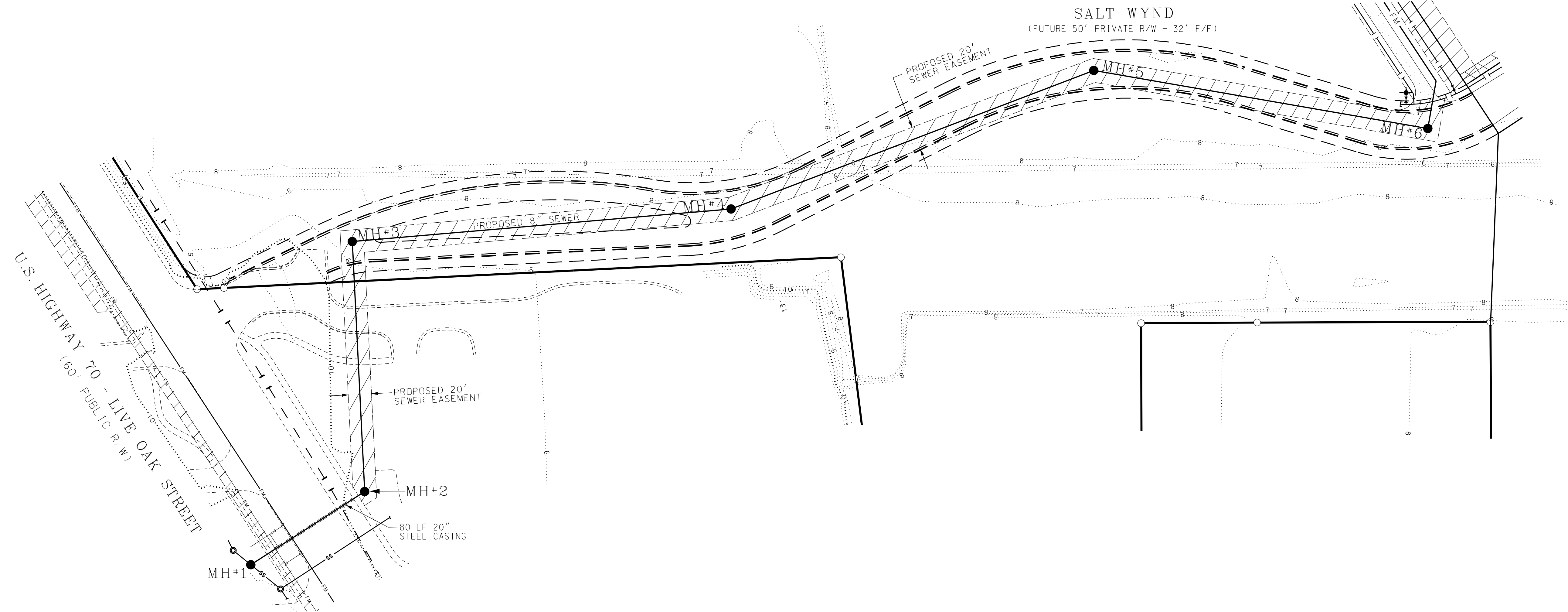
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 107-B COMMERCE STREET GREENVILLE, NC 27858 (252) 756-9352 LICENSE NO. C-0647

REVISIONS

BY	NO.	DATE	DESCRIPTION



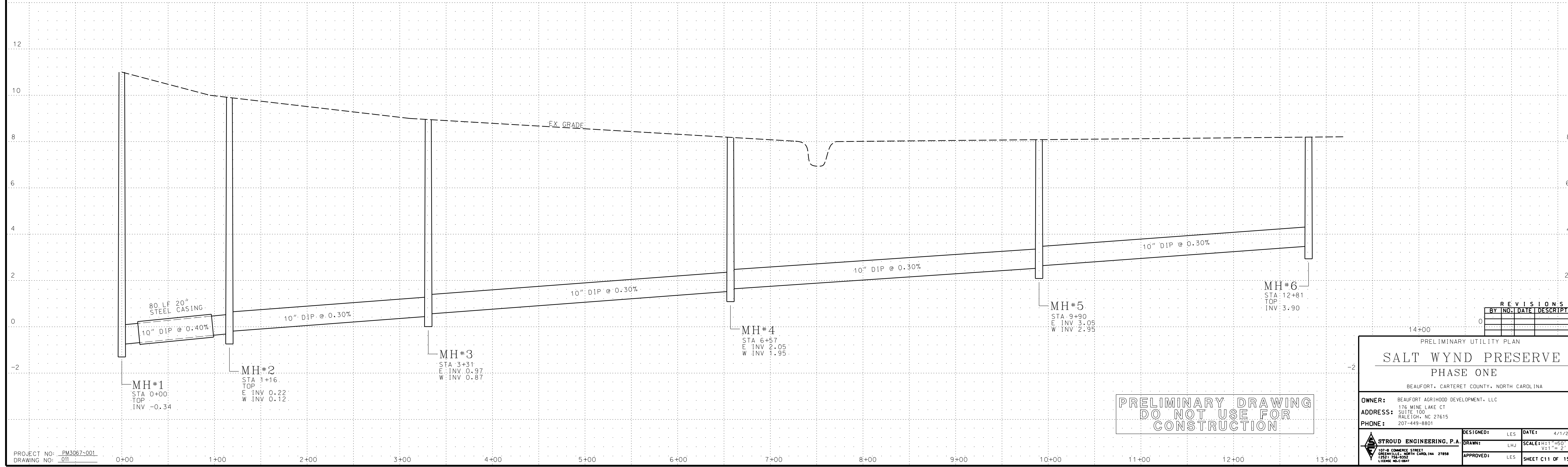
PROJECT NO.: PM3067-001
 DRAWING NO.: 010



GRAVITY SEWER OUTFALL

BEFORE YOU DIG!
 NC ONE CALL
 (TOLL FREE)

 (OR 1-800-632-4949)
 IT'S THE LAW!



REVISIONS		
NO.	DATE	DESCRIPTION
0		

PRELIMINARY UTILITY PLAN

SALT WYND PRESERVE

PHASE ONE

BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

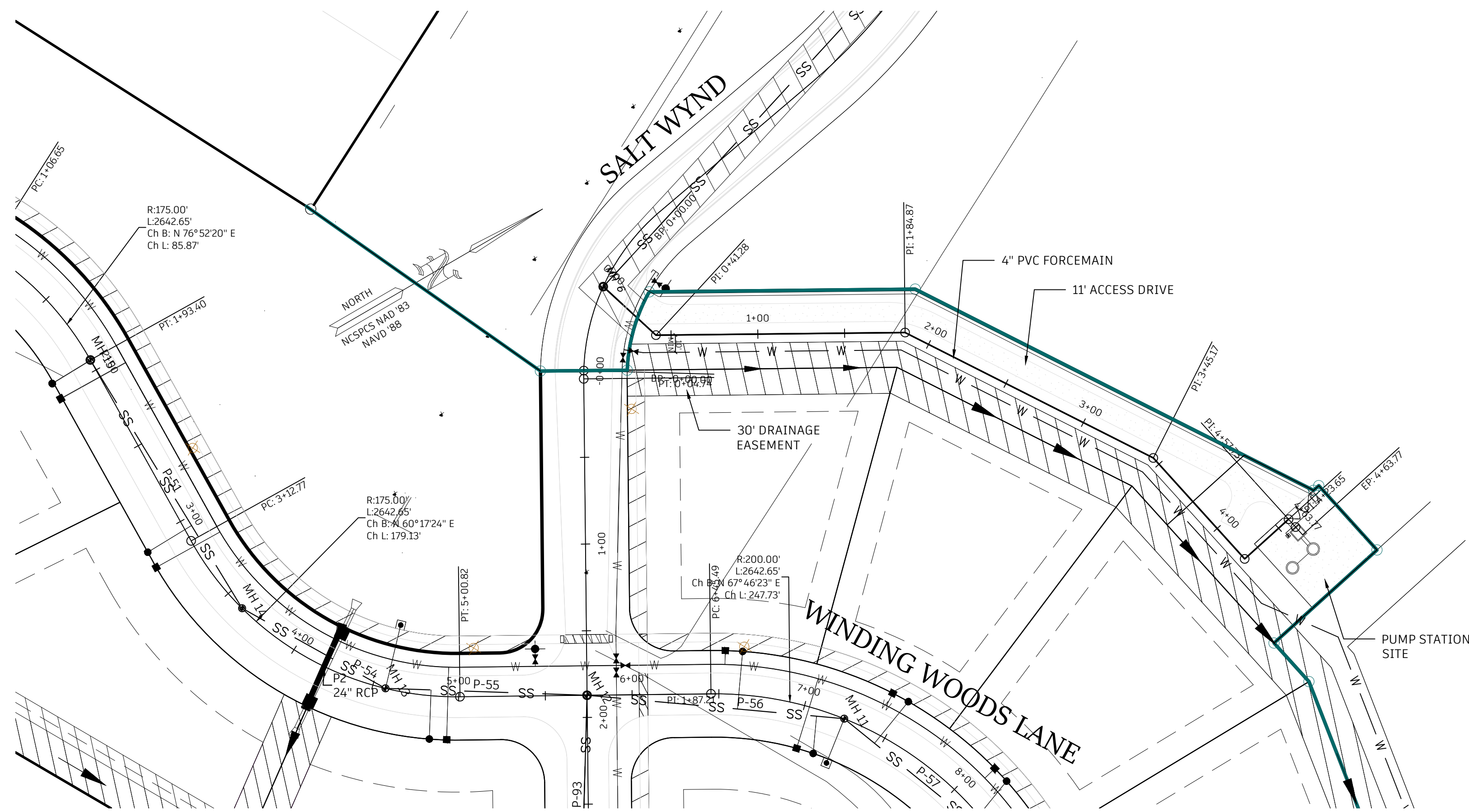
OWNER: BEAUFORT AGRICHOOD DEVELOPMENT, LLC
 ADDRESS: 176 MINE LAKE CT, SUITE 100, RALEIGH, NC 27615
 PHONE: 207-443-8801

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 DRAWN: LHJ
 DATE: 4/1/22

APPROVED: LES
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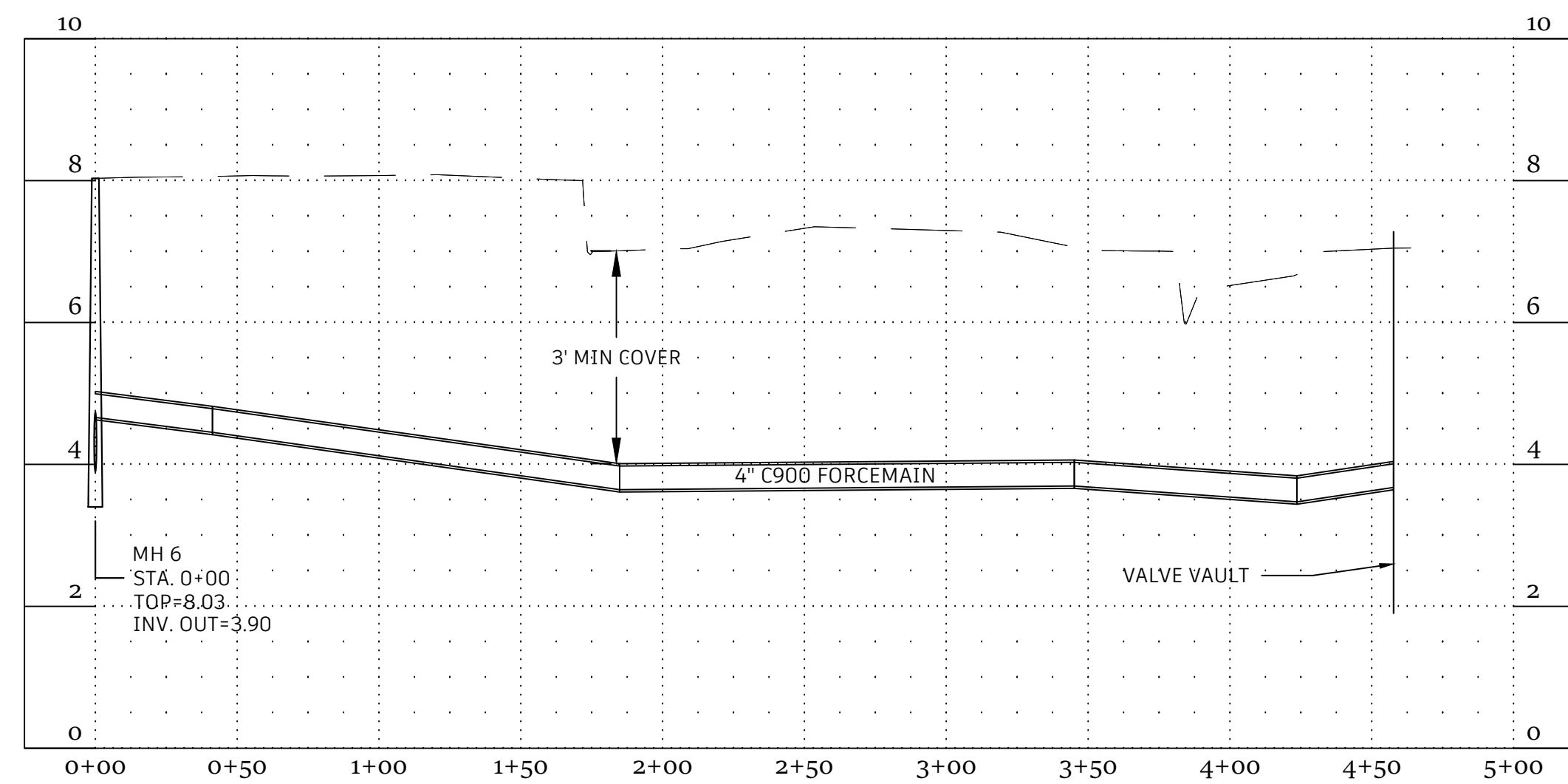
STROUD ENGINEERING, P.A.
 100 W. GARDNER STREET
 27615-1111, RALEIGH, NC 27615
 LICENSE NO. C-6041

PRELIMINARY DRAWING
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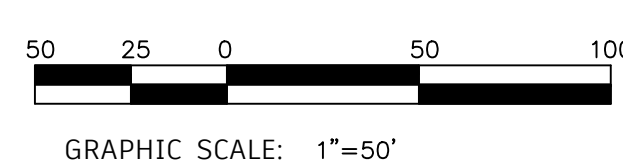


LEGEND

⊙	MANHOLE
⊕	FIRE HYDRANT
⊕	VALVE
⊕	STREET LIGHT
⊕	MANHOLE VENT
—	SEWER SERVICE
—	WATER SERVICE
—	WATERLINE
—	SANITARY SEWER
—	FORCEMAIN



PRELIMINARY DRAWINGS - DO NOT USE FOR CONSTRUCTION



PROJECT NO.: PM3067-001
DRAWING NO.: 010



REVISIONS

BY	NO.	DATE	DESCRIPTION

PLAN & PROFILE - FORCEMAIN

SALT WYND PRESERVE

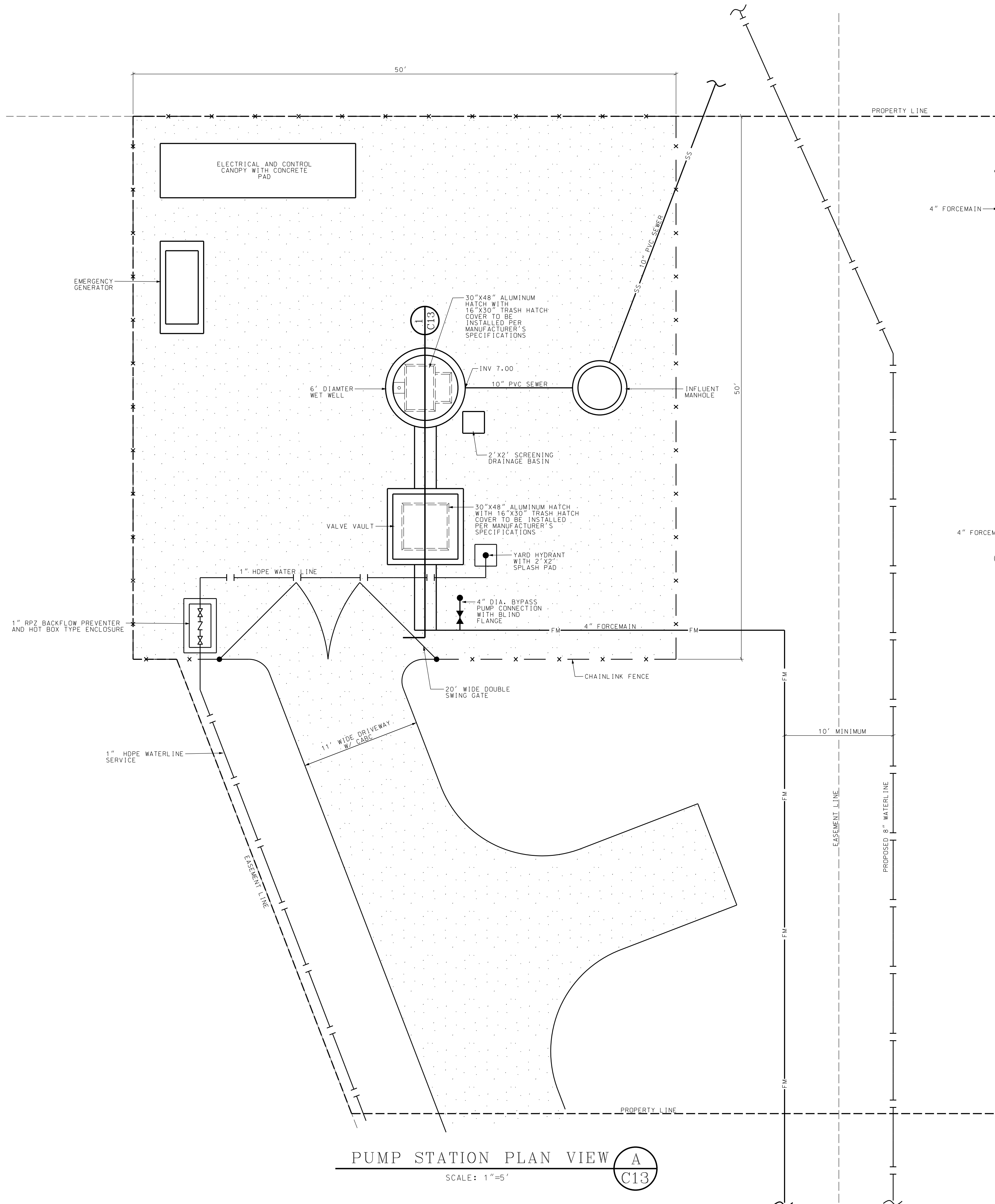
PHASE ONE

BEAUFORT CARTERET COUNTY NORTH CAROLINA

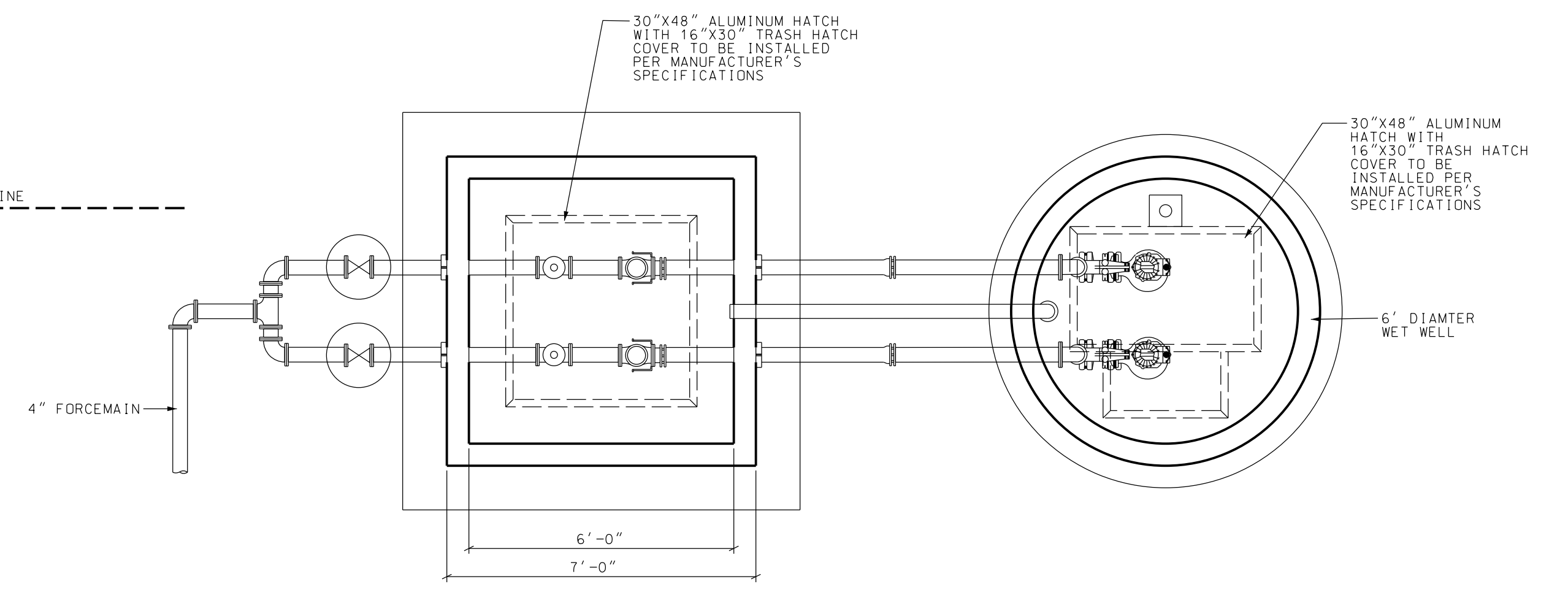
OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC
ADDRESS: 176 MINE LAKE CT, SUITE 100, RALEIGH, NC 27615
PHONE: 207-449-8801

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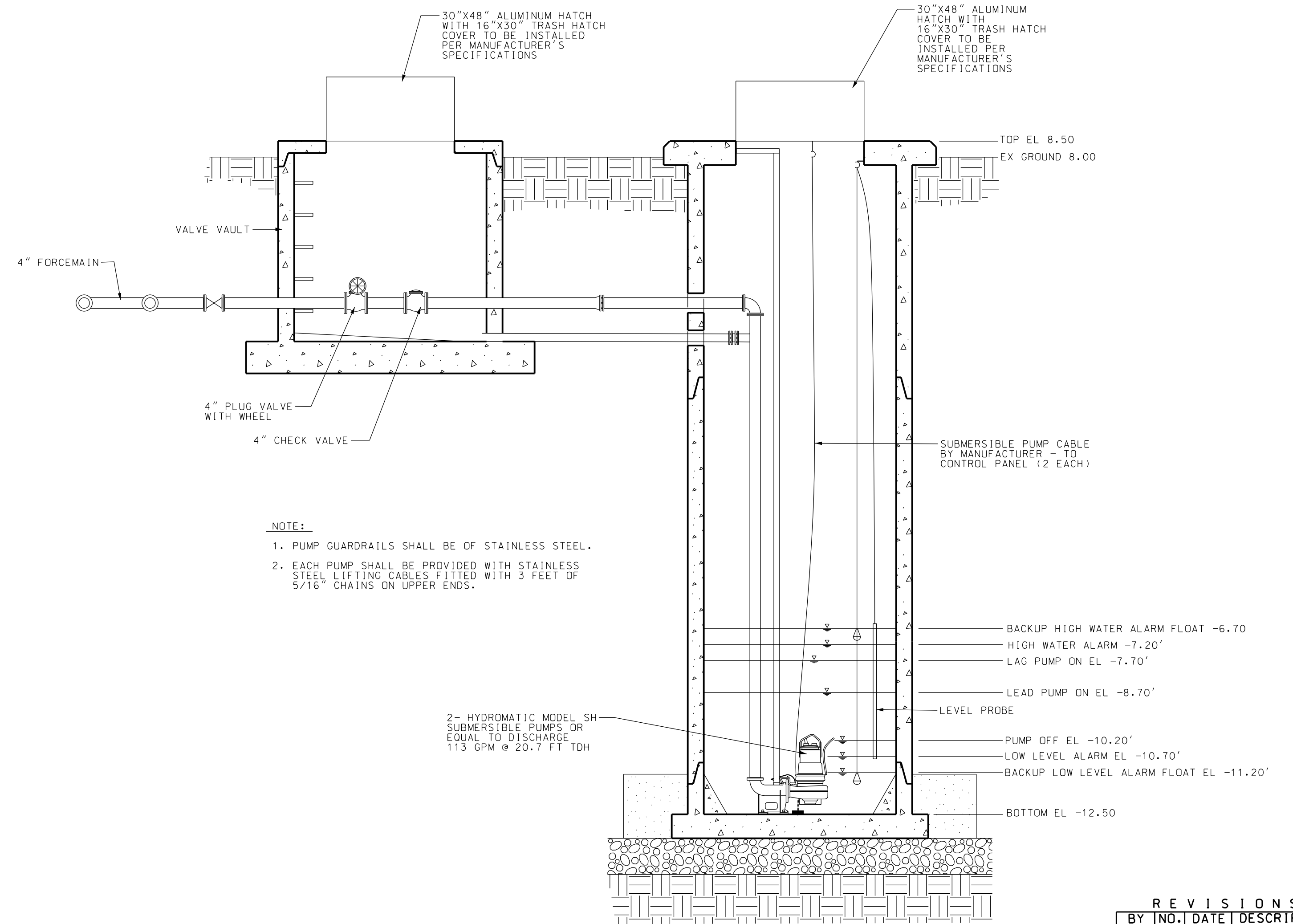
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107-B COMMERCE STREET
GREENVILLE, NC 27858
(252) 756-9352 LICENSE NO. C-0647



PUMP STATION PLAN VIEW A
SCALE: 1"=5'
C13



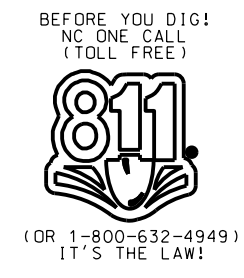
PUMP STATION PLAN VIEW B
SCALE: 3/8"=1'-0"
C13



PUMP STATION SECTION 1
SCALE: 3/8"=1'-0"
C13

- NOTE:
- PUMP GUARDRAILS SHALL BE OF STAINLESS STEEL.
 - EACH PUMP SHALL BE PROVIDED WITH STAINLESS STEEL LIFTING CABLES FITTED WITH 3 FEET OF 5/16" CHAINS ON UPPER ENDS.

REVISIONS		
BY	NO.	DATE DESCRIPTION



PUMP STATION SITE PLAN & DETAILS

SALT WYND PRESERVE PHASE ONE

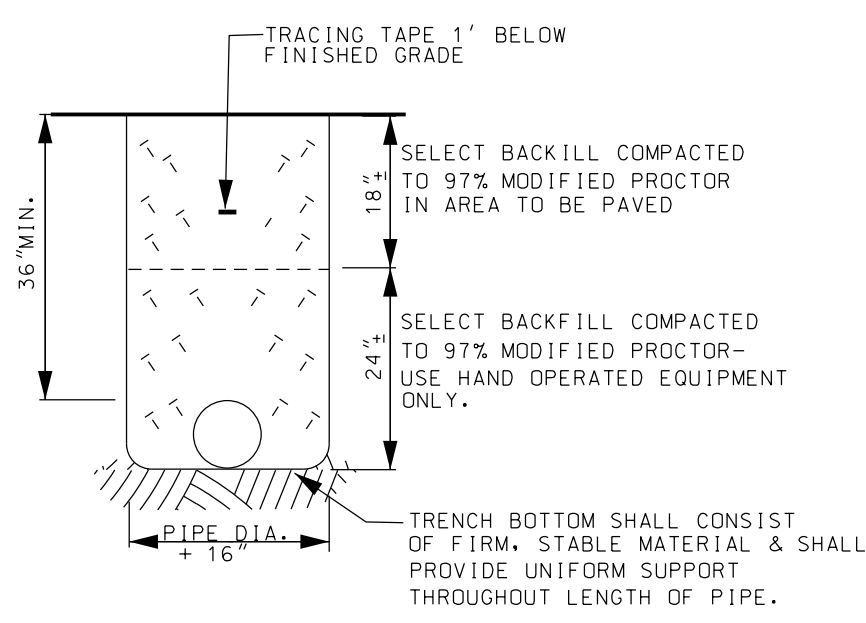
BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

OWNER: BEAUFORT AGRIFOOD DEVELOPMENT, LLC
ADDRESS: 176 WINE LAKE CT SUITE 100 RALEIGH, NC 27615
PHONE: 207-449-8801

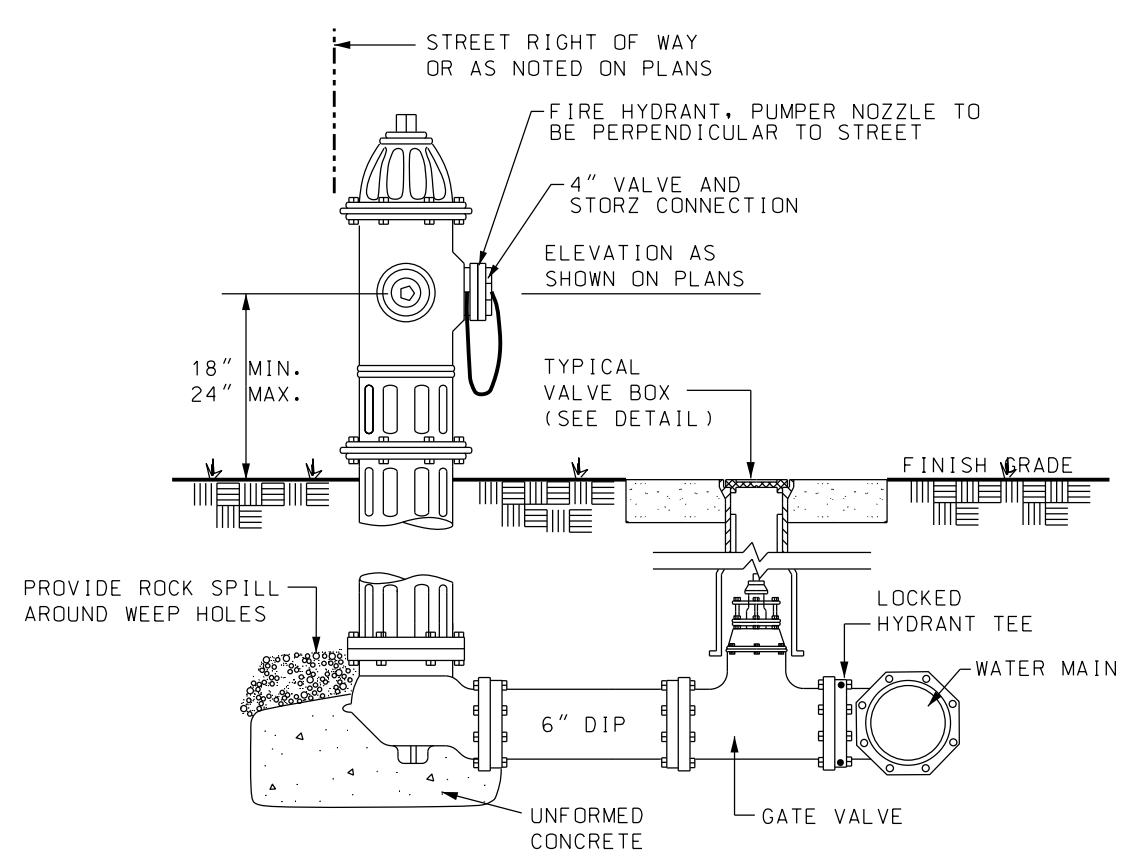
DESIGNED: LES **DATE:** 4/01/22
DRAWN: LHJ **SCALE:** AS SHOWN
APPROVED: LES **SHEET C13 OF 15**

PRELIMINARY DRAWING
DO NOT USE FOR
CONSTRUCTION

LINWOOD E. STROUD, P.E.



WATER PIPE TRENCH DETAIL 1
SCALE: NTS



FIRE HYDRANT INSTALLATION DETAIL 2
SCALE: NTS

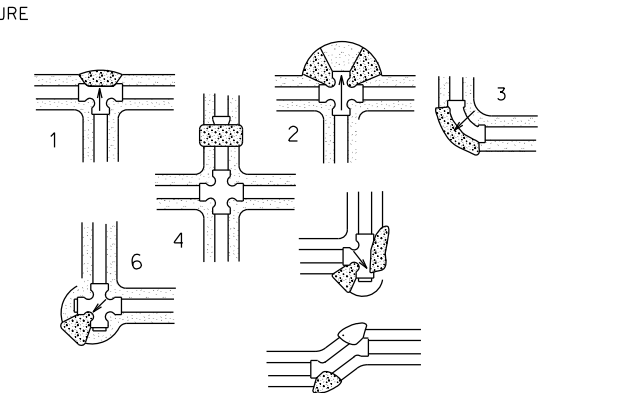
RESULTANT THRUST AT FITTING AT 150 PSI WATER PRESSURE

NOM. PIPE DIA.	DEAD END	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND
4"	2,700	3,800	2,100	1,100	530
6"	5,600	8,000	4,300	2,200	1,100
8"	9,700	13,600	7,400	3,800	1,900
10"	14,500	20,500	11,100	5,700	2,900
12"	20,500	29,000	15,700	8,000	4,000
14"	27,600	39,000	21,100	11,000	5,400
16"	35,700	50,400	27,300	14,000	7,000
18"	44,800	63,400	34,400	17,500	8,800
20"	55,000	77,800	42,100	21,500	10,800
24"	78,500	111,000	60,000	31,600	15,400
30"	120,600	170,600	92,300	47,100	23,600
36"	172,800	244,400	132,300	67,500	33,900
42"	233,300	330,000	178,600	91,000	45,700
48"	304,000	430,000	232,100	118,600	59,600
54"	384,100	543,200	294,000	149,000	75,300

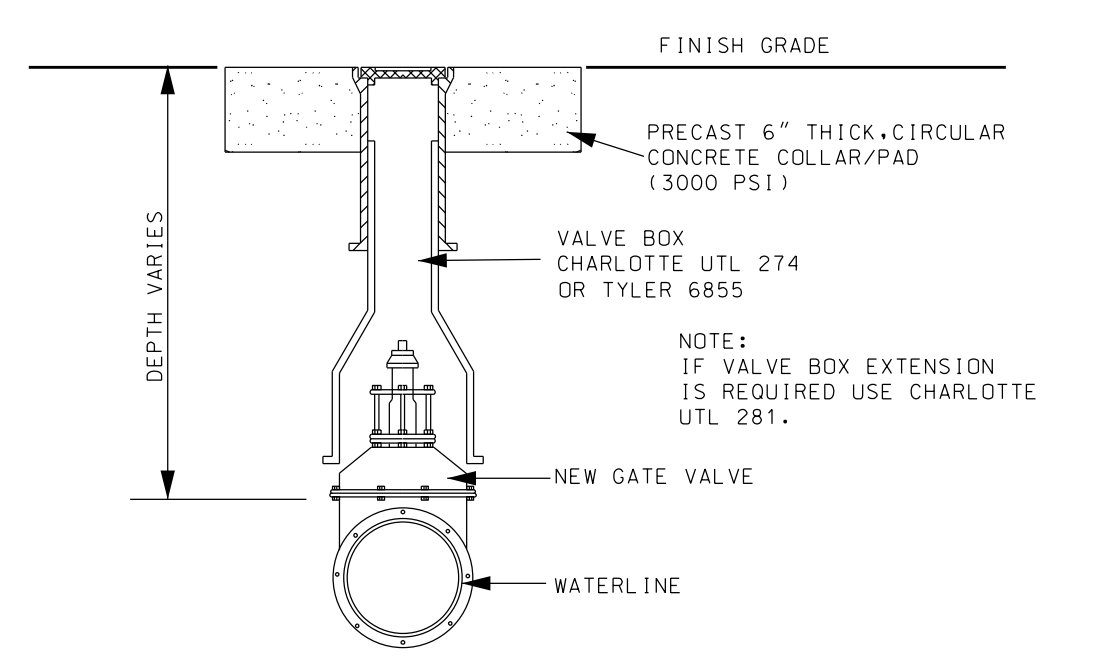
SOIL	BEARING LOAD (LB/SQ.FT.)
MUCK	0
SOFT CLAY	1,000
SILT	1,500
SANDY SILT	3,000
SAND	4,000
SANDY CLAY	6,000
HARD CLAY	9,000

TO DETERMINE THE SIZE OF A CONCRETE THRUST BLOCK, DIVIDE THE TOTAL FORCE BY THE BEARING VALUES 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 SOIL ARE LISTED IN TABLE.

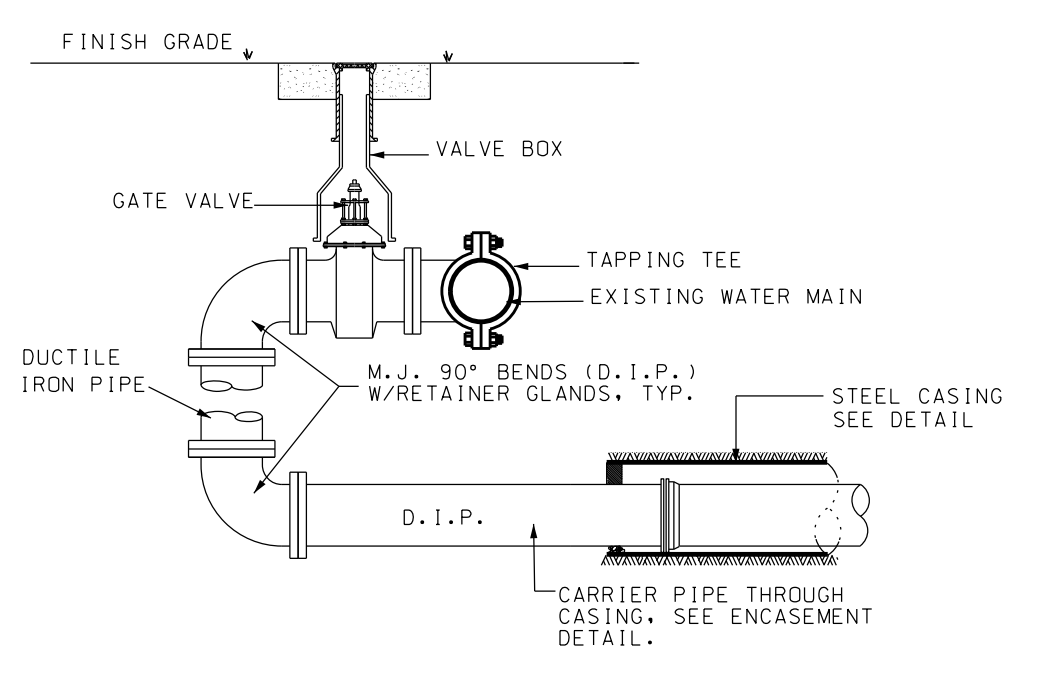
NO RESPONSIBILITY CAN BE ASSUMED FOR THE ACCURACY OF THE DATA IN THIS TABLE DUE TO THE WIDE VARIATION OF BEARING LOAD CAPABILITIES FOR EACH SOIL TYPE.



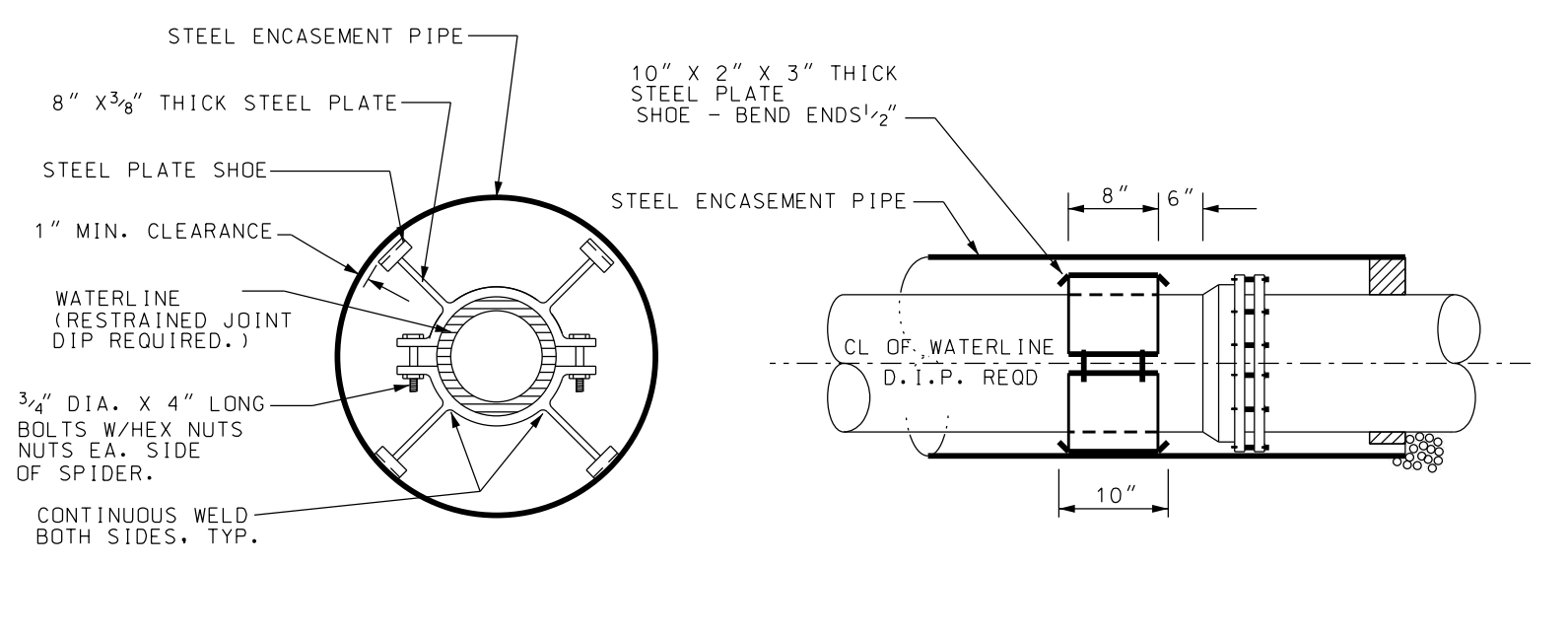
THRUST BLOCKING DETAIL 3
SCALE: NTS



GATE VALVE & BOX 4
SCALE: NTS

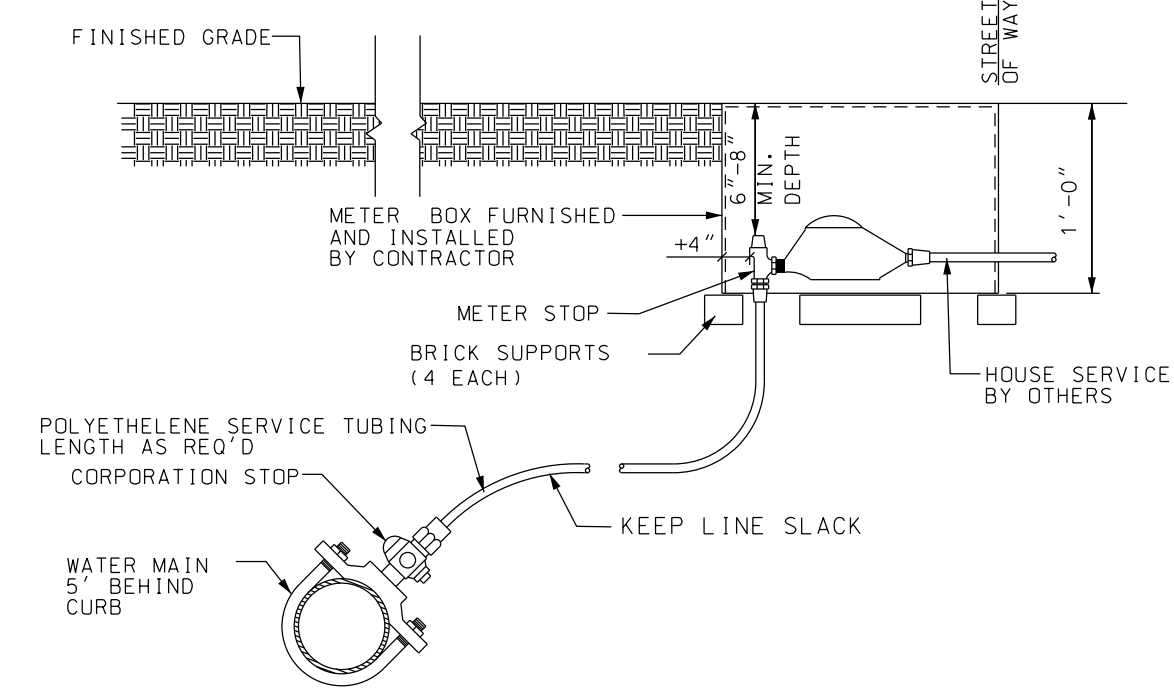


BACKSIDE TAP DETAIL 5
SCALE: NTS



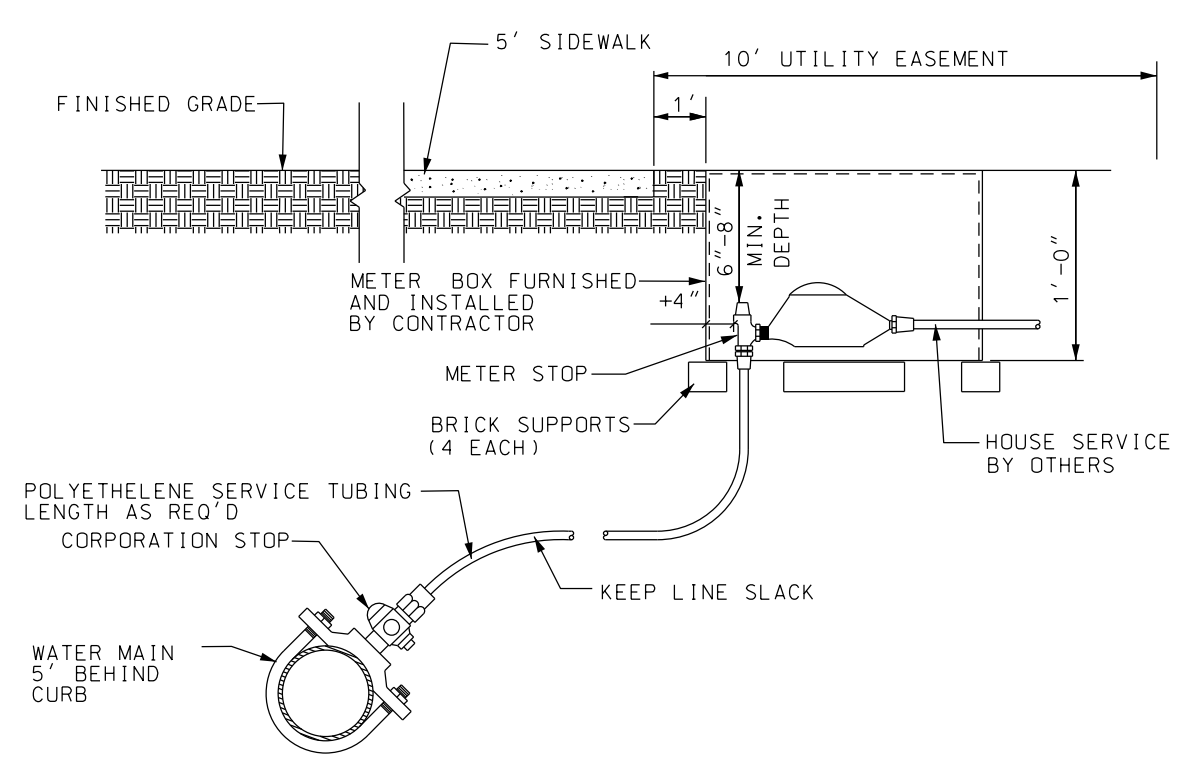
NOTE:
1. BACKSIDE TAPPING OF EXISTING MAIN SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION OF TAP.
2. THE CARRIER PIPE THROUGH THE CASING SHALL BE RESTRAINED JOINT DIP.

ENCASEMENT DETAIL 6
SCALE: NTS



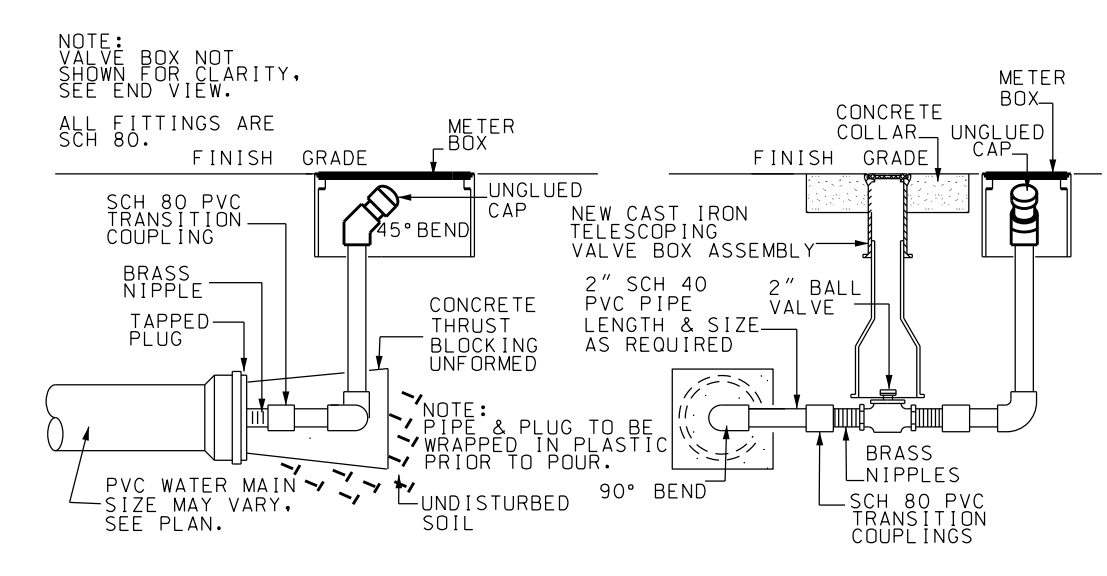
NOTES:
1. SERVICE SADDLES SHALL BE USED ON ALL WATER LINES 4" AND SMALLER IN DIAMETER.
2. SERVICE SADDLES SHALL ALSO BE USED ON 6" AND LARGER PVC WATER MAINS WHICH DO NOT MEET THE REQUIREMENTS OF AWWA C-900, CLASS 150.
3. MINIMUM COVER OVER SERVICE LINES SHALL BE 24"

TYPICAL 1" WATER SERVICE WITHOUT SIDEWALK 7
SCALE: NTS



NOTES:
1. SERVICE SADDLES SHALL BE USED ON ALL WATER LINES 4" AND SMALLER IN DIAMETER.
2. SERVICE SADDLES SHALL ALSO BE USED ON 6" AND LARGER PVC WATER MAINS WHICH DO NOT MEET THE REQUIREMENTS OF AWWA C-900, CLASS 150.
3. MINIMUM COVER OVER SERVICE LINES SHALL BE 24"

TYPICAL 1" WATER SERVICE WITH SIDEWALK 8
SCALE: NTS



2" BLOW OFF DETAIL 9
SCALE: NTS

BEFORE YOU DIG! NO ONE CALL 115 THE LAW! (OR 1-800-632-4949)

REVISIONS		
BY	NO.	DATE DESCRIPTION

WATER DETAILS

SALT WYND PRESERVE
PHASE ONE

BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC
ADDRESS: 176 WINE LAKE CT SUITE 100 RALEIGH, NC 27615
PHONE: 207-449-8801

DESIGNED: LES DATE: 4/1/22
DRAWN: LHJ SCALE: NTS
APPROVED: LES SHEET C14 OF 15

STROUD ENGINEERING, P.A.
107-B COMMERCE STREET GREENVILLE, NORTH CAROLINA 27658
(252) 756-9352 LICENSE NO. C-0647

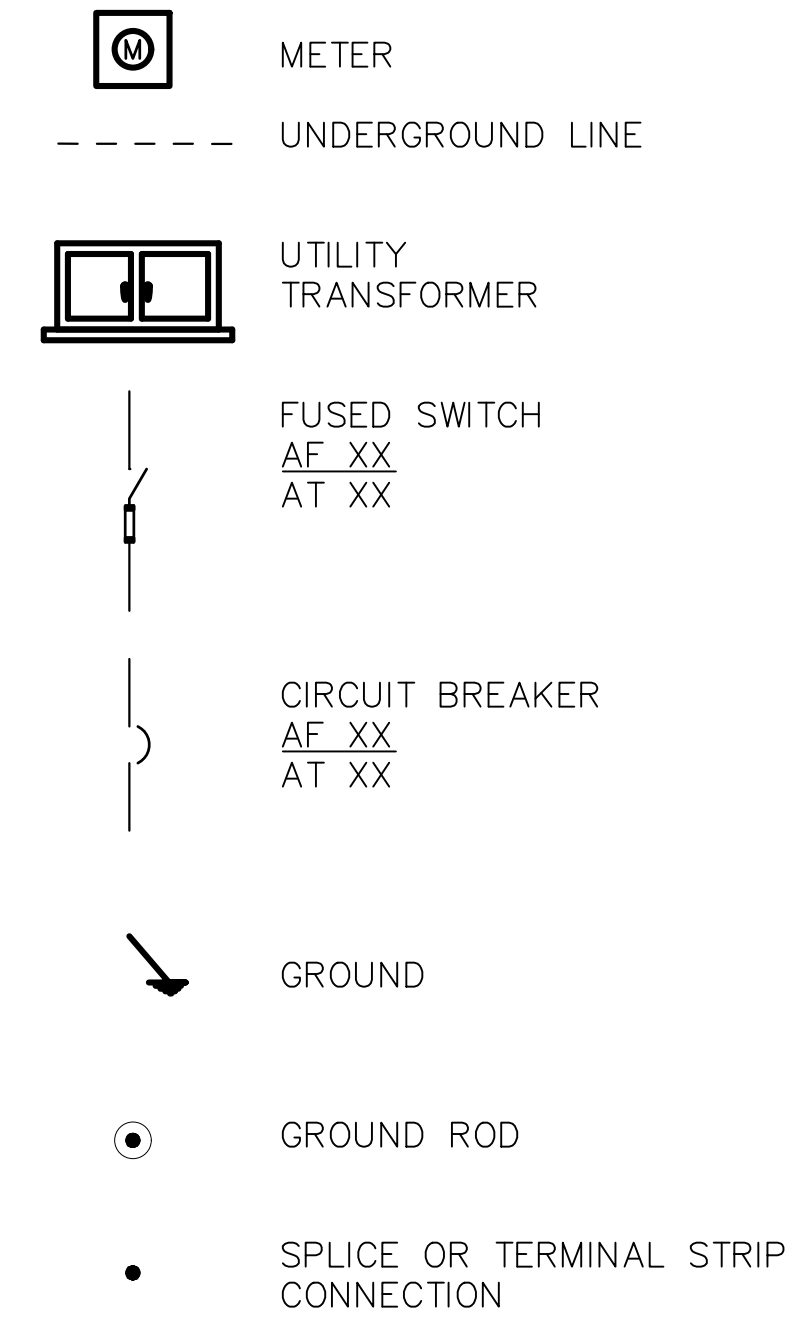
PRELIMINARY DRAWING DO NOT USE FOR CONSTRUCTION

LINWOOD E. STROUD, P.E.

ELECTRICAL ONE-LINE DIAGRAM PLAN NOTES:

1. TRANSFORMER AND TRANSFORMER-MOUNTED METER PROVIDED BY POWER COMPANY. TRANSFORMER PAD FURNISHED BY POWER COMPANY, E.C. AND POWER COMPANY TO COORDINATE PAD LOCATION IF WITHIN FENCED AREA. E.C. SHALL PROVIDE PRIMARY AND SECONDARY CONDUIT WITHIN FENCED AREA. E.C. SHALL COORDINATE SECONDARY CONDUIT LOCATION WITH POWER COMPANY. E.C. SHALL PROVIDE SECONDARY CONDUCTORS AND 2-HOLE LUGS AS REQUIRED BY POWER COMPANY.
2. PROVIDE TAPS IN WIREWAY WITH LISTED COMPONENTS AS APPROVED BY AHJ.
3. SEE PANEL SCHEDULE FOR ADDITIONAL BRANCH CIRCUIT CONNECTIONS TO THIS PANEL.
4. SCADA RTU PROVIDED AND INSTALLED BY SCADA INTEGRATOR.
5. PROVIDE LISTED CONDUIT SEAL FOR ALL CONDUITS GOING TO WET WELL.
6. SEE SITE PLAN AND DETAILS FOR ADDITIONAL BRANCH CIRCUIT CONNECTIONS FROM THIS PANEL.

SYMBOL LEGEND:



ID	FEEDER AMPS	CONDUIT AND FEEDER
20	20	3/4"C,1#12,#12N,#12G
60/2	60	3/4"C,2#4,#4N,#10G
100/2	100	1-1/4"C,2#1,#1N,#8G
100/2	100	1-1/4"C,2#1,#1N
PUMP		EC TO PROVIDE 3" CONDUIT AND INSTALLATION OF POWER CABLE TO PUMPS. POWER CABLE PROVIDED WITH PUMP.

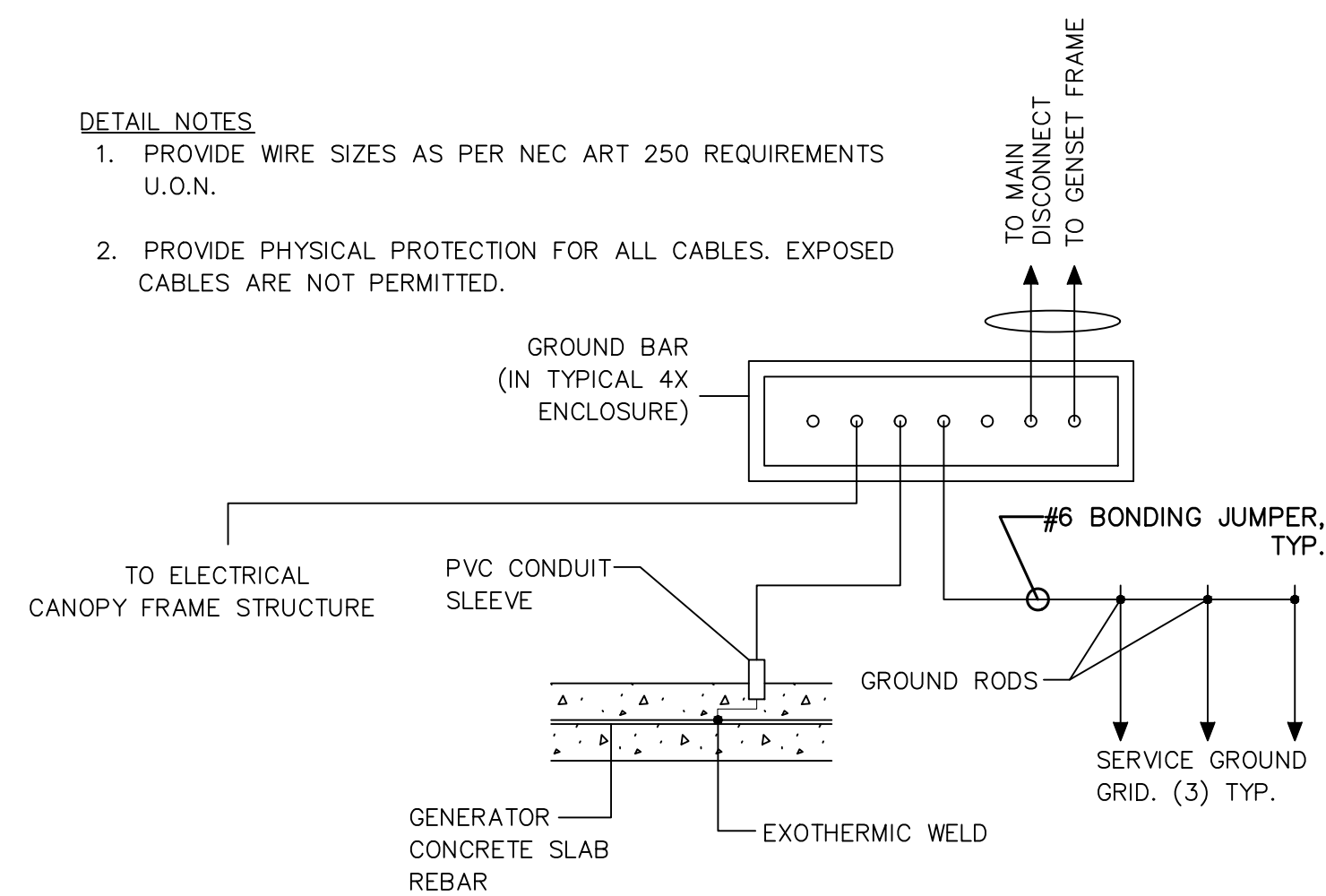
SIZING METHOD: COPPER, 60°C #12 THROUGH #1, 75°C 1/0 AND ABOVE

ABBREVIATIONS:

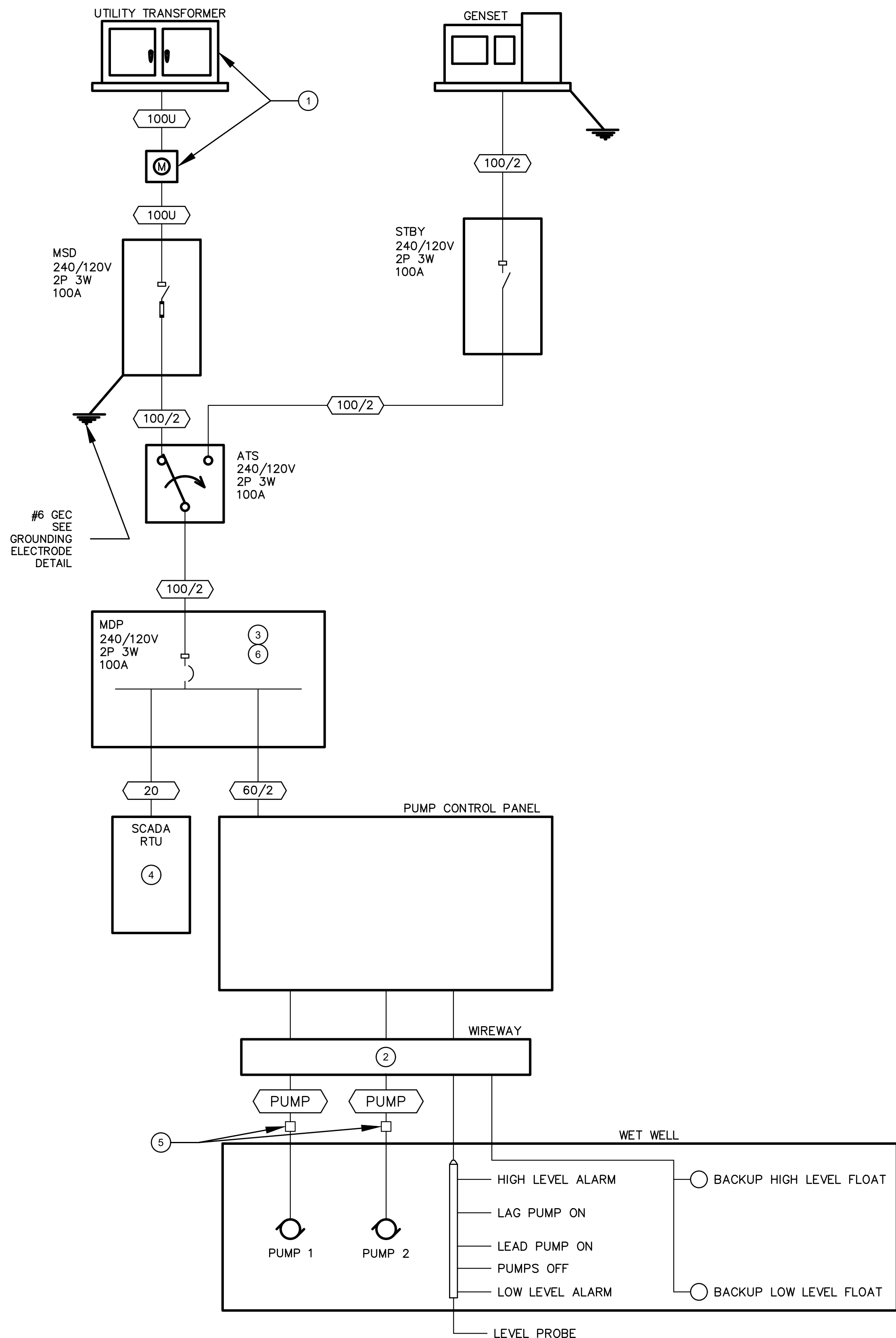
AIC	AMPS INTERRUPTING CAPACITY	NTS	NOT TO SCALE
AF	AMP FUSE	PB	PULL BOX
AFF	ABOVE FINISHED FLOOR	SE	SERVICE ENTRANCE
AFG	ABOVE FINISHED GRADE	T	TRANSFORMER
AT	AMP TRIP	TYP	TYPICAL
AWG	AMERICAN WIRE GAGE	U.O.N.	UNLESS OTHERWISE NOTED
E.C.	ELECTRICAL CONTRACTOR	V	VOLT
G	GROUND	VIF	VERIFY IN FIELD
KVA	KILOVOLT AMPERE	W	WATT
KW	KILOWATT		
MIN	MINIMUM		
MM	MILLIMETER		
(N)	NEW		
NEC	NATIONAL ELECTRIC CODE (NFPA 70)		
NIC	NOT IN CONTRACT		
NL	NIGHTLIGHT (UNSWITCHED CIRCUIT)		

DETAIL NOTES

1. PROVIDE WIRE SIZES AS PER NEC ART 250 REQUIREMENTS U.O.N.
2. PROVIDE PHYSICAL PROTECTION FOR ALL CABLES. EXPOSED CABLES ARE NOT PERMITTED.



2 E1 GROUNDING ELECTRODE DETAIL
SCALE: NONE



1 E1 ELECTRICAL ONE-LINE DIAGRAM
SCALE: NONE

REVISIONS			
BY	NO.	DATE	DESCRIPTION

PUMP STATION ELECTRICAL COVER

**SALT WYND PRESERVE
PHASE ONE**

BEAUFORT CARTERET COUNTY NORTH CAROLINA

OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC
176 MINE LAKE CT
ADDRESS: SUITE 100
RALEIGH, NC 27615
PHONE: (207) 449-8801

DESIGNED: WGB
DRAWN: WGB
APPROVED: LMS

DATE: 02/10/2022
SCALE: AS NOTED
SHEET: E1 OF 4

STROUD ENGINEERING, P.A.
422 HIGHWAY 24
MORRISVILLE, NORTH CAROLINA 28557
(252) 247-7479

**PRELIMINARY DRAWING
DO NOT USE FOR
CONSTRUCTION**

L. MICHAEL STROUD, P.E.

EQUIPMENT CONNECTION SCHEDULE

CALLOUT	HP	VOLTS	AMPS	WIRE CALLOUT	DISCONNECT DESCRIPTION	NOTES
BATTERY CHARGER		120V 1P 2W	4	3/4"C,1#12,#12N,#12G	CORD & PLUG	
BLOCK HEATER		120V 1P 2W	15	3/4"C,1#12,#12N,#12G	CORD & PLUG	
HOT BOX HEATER		120V 1P 2W	16.67	3/4"C,1#10,#10N,#10G	CORD & PLUG	
PUMP 1	3 HP	240V 2P 2W	17	PUMP CABLE SUPPLIED BY PUMP MANUFACTURER	BREAKER IN ENCLOSED COMBINATION SOFT-START CONTROLLER	
PUMP 2	3 HP	240V 2P 2W	17	PUMP CABLE SUPPLIED BY PUMP MANUFACTURER	BREAKER IN ENCLOSED COMBINATION SOFT-START CONTROLLER	

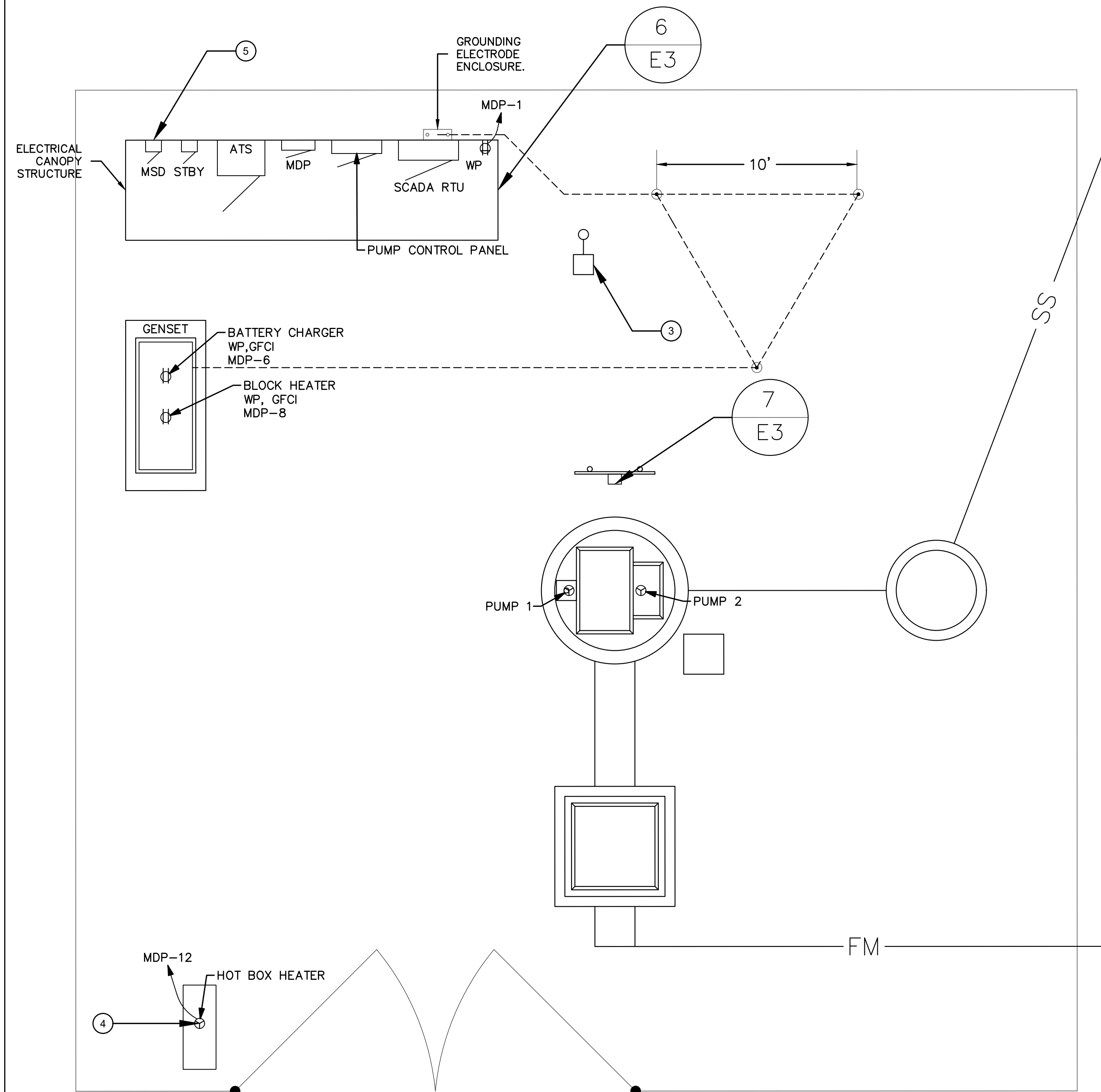
PANEL SCHEDULE

CALLOUT	VOLTS	BUS AMPS	MAIN DISCONNECT TYPE	MAIN DISCONNECT AMPS	MOUNTING	ENCLOSURE
MDP	240/120V 2P 3W	100	BREAKER	100	SURFACE	NEMA 4X

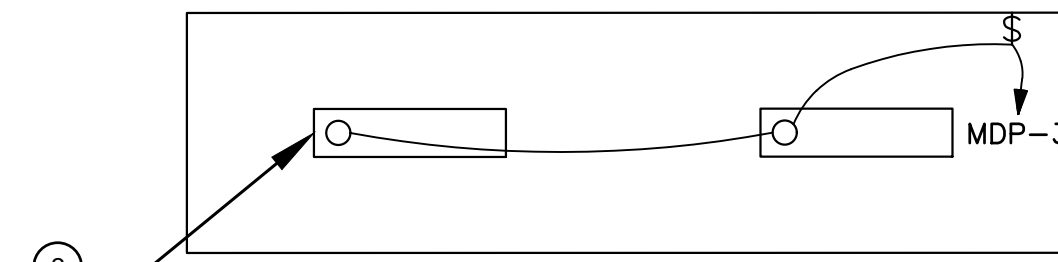
MDP

ROOM MOUNTING SURFACE VOLTS 240/120V 2P 3W AIC 22,000
 FED FROM ATS BUS AMPS 100 MAIN BKR 100
 NEUTRAL 100% LUGS STANDARD

CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA		CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA	
			A	B				A	B
1	20/1	RECEPTACLE	0.18		2	60/2	PUMP CONTROL PANEL	4.08	
3	20/1	LIGHTING		0.168	4				4.08
5	20/1	LIGHTING	0.198		6	20/1	GENERATOR BATTERY CHARGER	0.48	1.8
7	20/1	SPARE			8	20/1	GENERATOR BLOCK HEATER	1.5	2
9	20/1	SPARE	0		10	20/1	SCADA RTU	0	
11	20/1	SPARE			12	30/1	RPZ	0	
13	20/1	SPARE	0		14	20/1	SPACE	0	
15	20/1	SPARE			16	20/1	SPACE	0	
17	20/1	SPARE	0		18	20/2	SPACE	0	
19	20/1	SPACE			20			0	
TOTAL CONNECTED KVA BY PHASE								6.44	8.05
			CONN KVA	CALC KVA				CONN KVA	CALC KVA
LIGHTING			0.366	0.458 (125%)	MOTORS			8.16	8.16 (100%)
LARGEST MOTOR			4.08	1.02 (25%)	RECEPTACLES			0.18	0.18 (50%>10)
					CONTINUOUS			5.78	7.23 (125%)
					TOTAL LOAD			17	
					BALANCED LOAD			71 A	



1
E2
ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"



2
E2
CANOPY LIGHTING LAYOUT
SCALE: 1/4" = 1'-0"

ELECTRICAL PLAN NOTES:

- ELECTRICAL SERVICE TRANSFORMER FURNISHED BY POWER COMPANY. E.C. SHALL PROVIDE TRANSFORMER PAD AND COORDINATE TRANSFORMER LOCATION. E.C. TO PROVIDE SECONDARY CONDUIT TO ELECTRICAL SERVICE METER LOCATION.
- FOR CANOPY LIGHT PROVIDE LITHONIA TYPE: "VAP- 4000LM FST WD MVOLT GZ10 50K 80CRI" OR APPROVED EQUAL CONTROL THROUGH SWITCH SHOWN ON ELECTRICAL CANOPY DETAIL.
- FOR YARD LIGHT PROVIDE VISIONAIRE TYPE: "RLX-1 T4L 30L 4K UNV GY PER 20kV" MOUNTED ON A LITHONIA: "SMAWL T20 US2 GALV" ARM OR APPROVED EQUAL. MOUNT ON POLE AT 20' AFG. PROVIDE CONNECTION WITH 3/4" CONDUIT.
- VERIFY ELECTRICAL REQUIREMENTS FOR "RPZ" ENCLOSURE HEATER.
- COORDINATE LOCATION AND DIRECTION OF SECONDARY CONDUIT INSTALLED BY E.C. WITH FINAL POWER COMPANY TRANSFORMER LOCATION.

GENERATOR SCHEDULE

CALLOUT	VOLTS	KW	KVA	POWER FACTOR
GENSET	240/120V 2P 3W	30	30	1

TRANSFER SWITCH SCHEDULE

CALLOUT	TYPE	VOLTS	AMPS	NORMAL UPSTREAM DEVICE	EMERGENCY UPSTREAM DEVICE	NEMA
ATS	AUTOMATIC	240/120V 2P 3W	100	MSD	STBY	NEMA 4X

DISCONNECT SWITCH SCHEDULE

CALLOUT	TYPE	VOLTS	FRAME SIZE	BREAKER TRIP / FUSE RATING	ENCLOSURE
MSD	FUSED DISCONNECT	240/120V 2P 3W	100	100	NEMA 4X
STBY	DISCONNECT	240/120V 2P 3W	100	NONE	NEMA 4X

REVISIONS

BY	NO.	DATE	DESCRIPTION

PUMP STATION ELECTRICAL PLAN AND SCHEDULES

**SALT WYND PRESERVE
PHASE ONE**

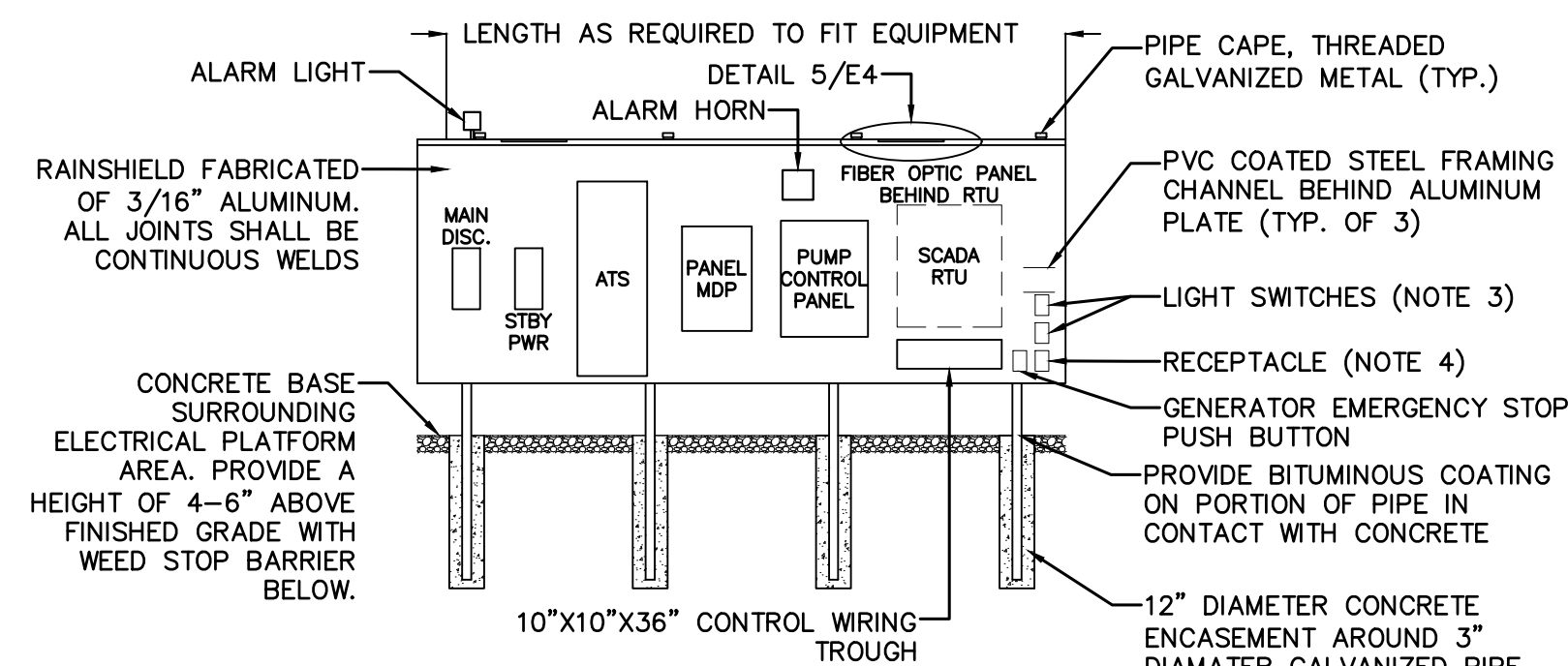
BEAUFORT CARTERET COUNTY NORTH CAROLINA
 OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC
 ADDRESS: 176 MINE LAKE CT SUITE 100 RALEIGH, NC 27615
 PHONE: (207) 449-8801

DESIGNED: WGB
 DRAWN: WGB
 APPROVED: LMS
 DATE: 02/10/2022
 SCALE: AS NOTED
 SHEET: E2 OF 4

STROUD ENGINEERING, P.A.
 422 HIGHWAY 24
 MOREHEAD CITY, NORTH CAROLINA 28557
 (252) 247-7479

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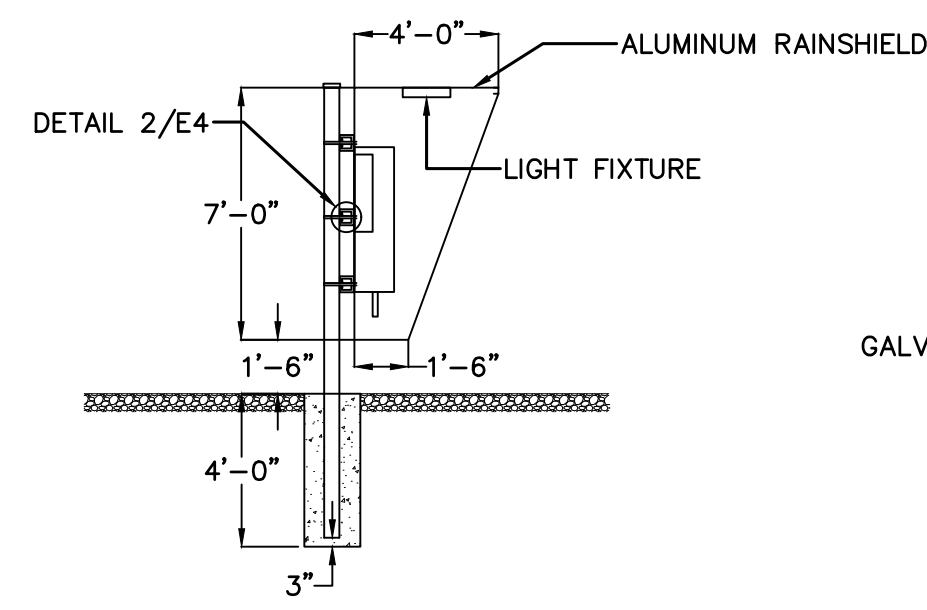
L. MICHAEL STROUD, P.E.



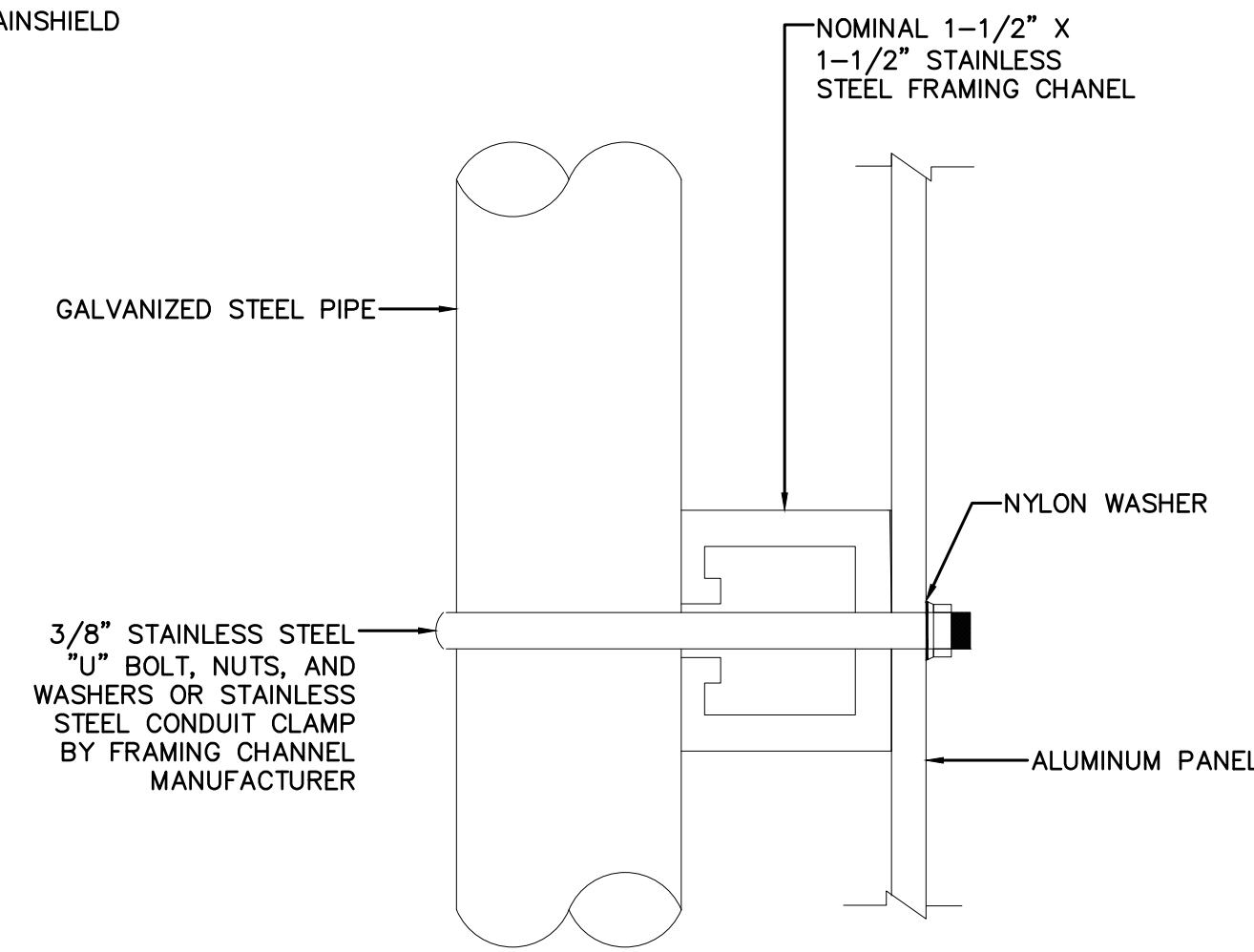
ELECTRICAL PLATFORM NOTES :

1. ARRANGE EQUIPMENT TO MEET NEC, WORKING CLEARANCE REQUIREMENTS AND FOR CONVENIENT OPERATION AND MAINTENANCE ACCESS.
2. MAXIMUM SPACING OF POST SHALL BE 5'-0" O.C.
3. PROVIDE 2 SWITCHES AND COVERS FOR CONTROL OF AREA LIGHT AND CANOPY LIGHTS. USE HUBBELL "HBL-1201 BLK" SWITCHES AND HUBBELL "HBL-7420" COVERS OR APPROVED EQUAL.
4. PROVIDE HUBBELL "GFWRST209K" RECEPTACLE AND HUBBELL "WP26E" COVER OR APPROVED EQUAL.
5. COORDINATE RTU REQUIREMENTS WITH TOWN OF BEAUFORT UTILITIES DIVISION.
6. ALL ELECTRICAL ENCLOSURES/PANELS SHALL BE OF STAINLESS STEEL CONSTRUCTION.

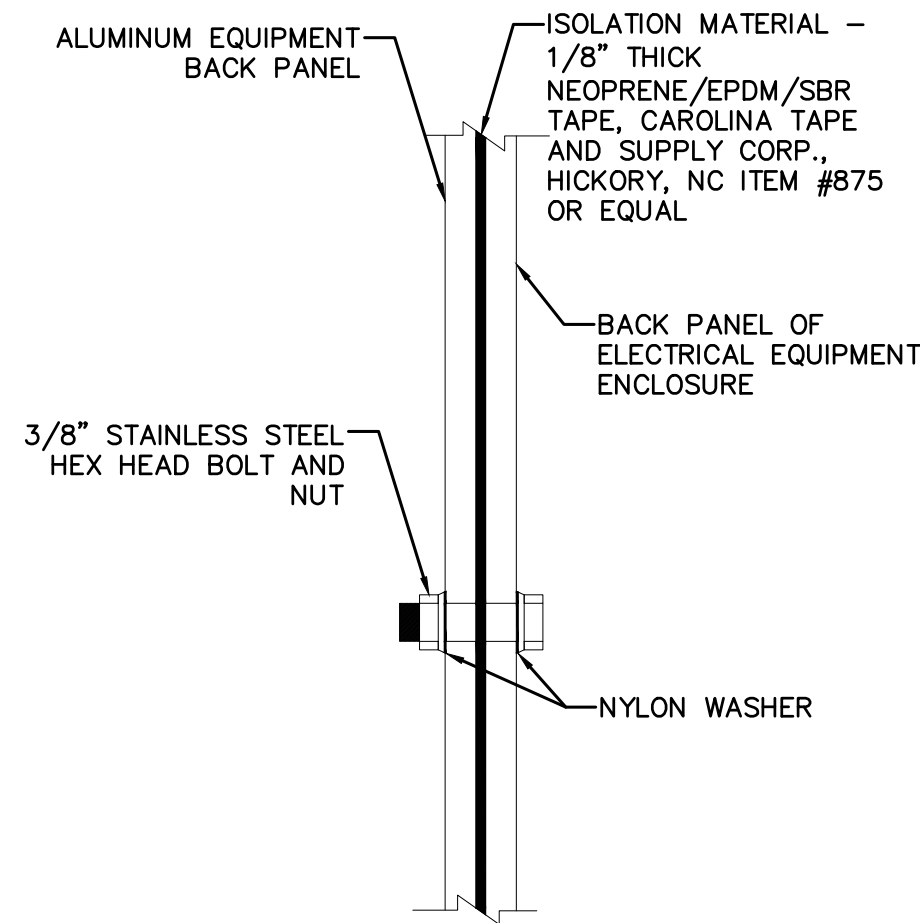
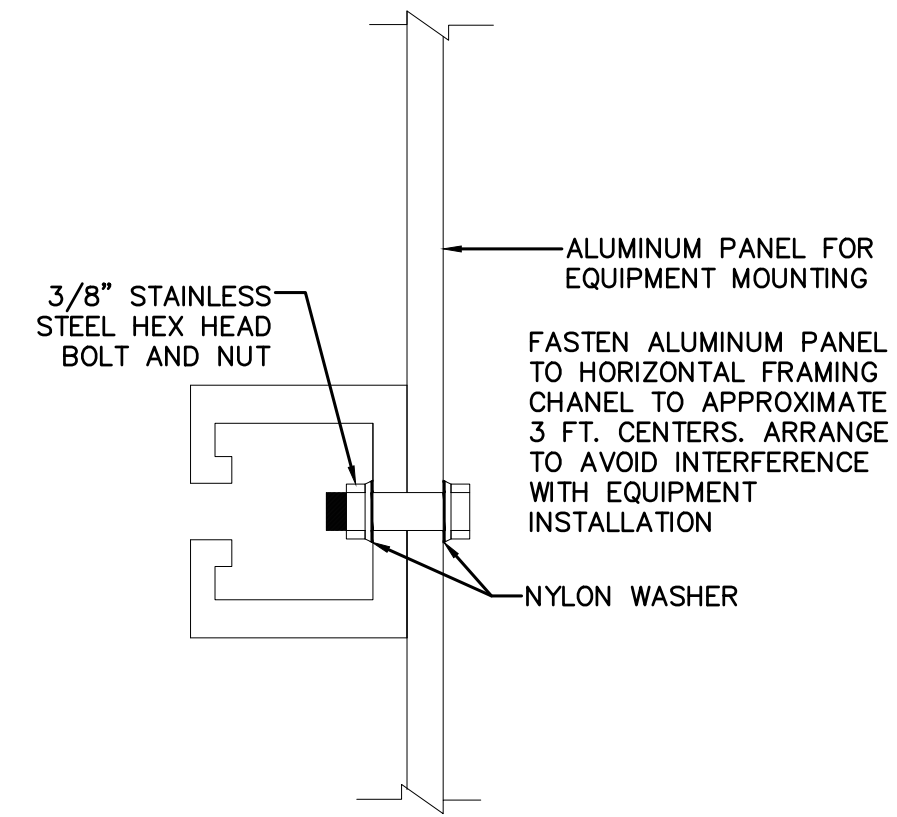
1
E3
ELECTRICAL CANOPY FRONT AND SIDE VIEW
SCALE: 3/16" = 1'0"



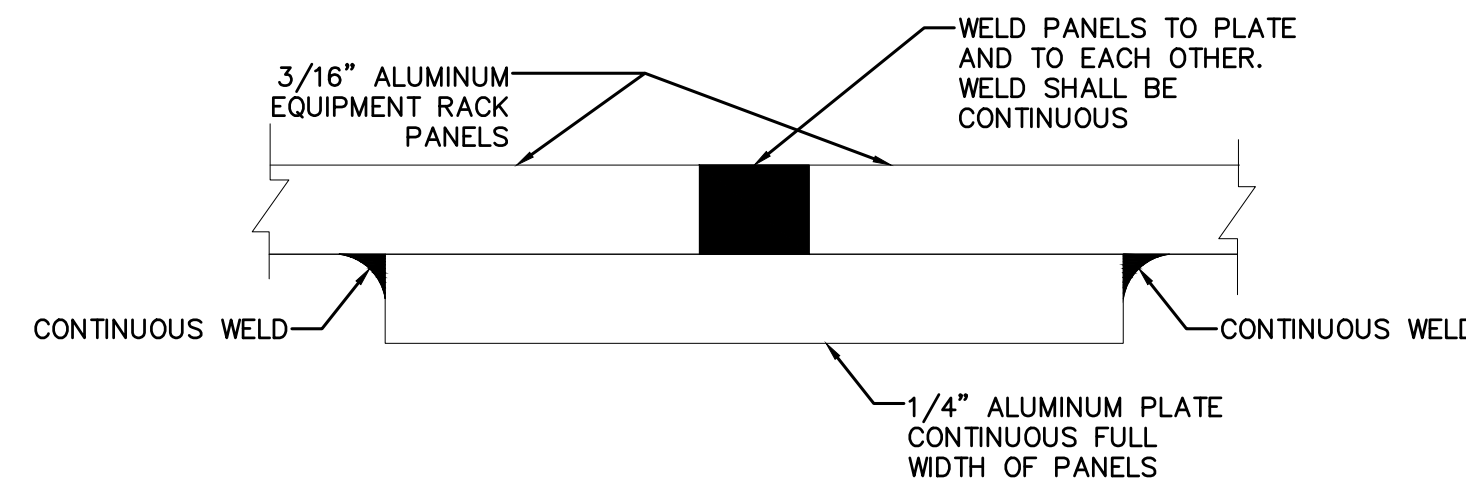
2
E3
ELECTRICAL CANOPY PIPE TO FRAME CONNECTION DETAIL
SCALE: NONE



3
E3
ELECTRICAL CANOPY FRAME TO PANEL CONNECTION DETAIL
SCALE: NONE

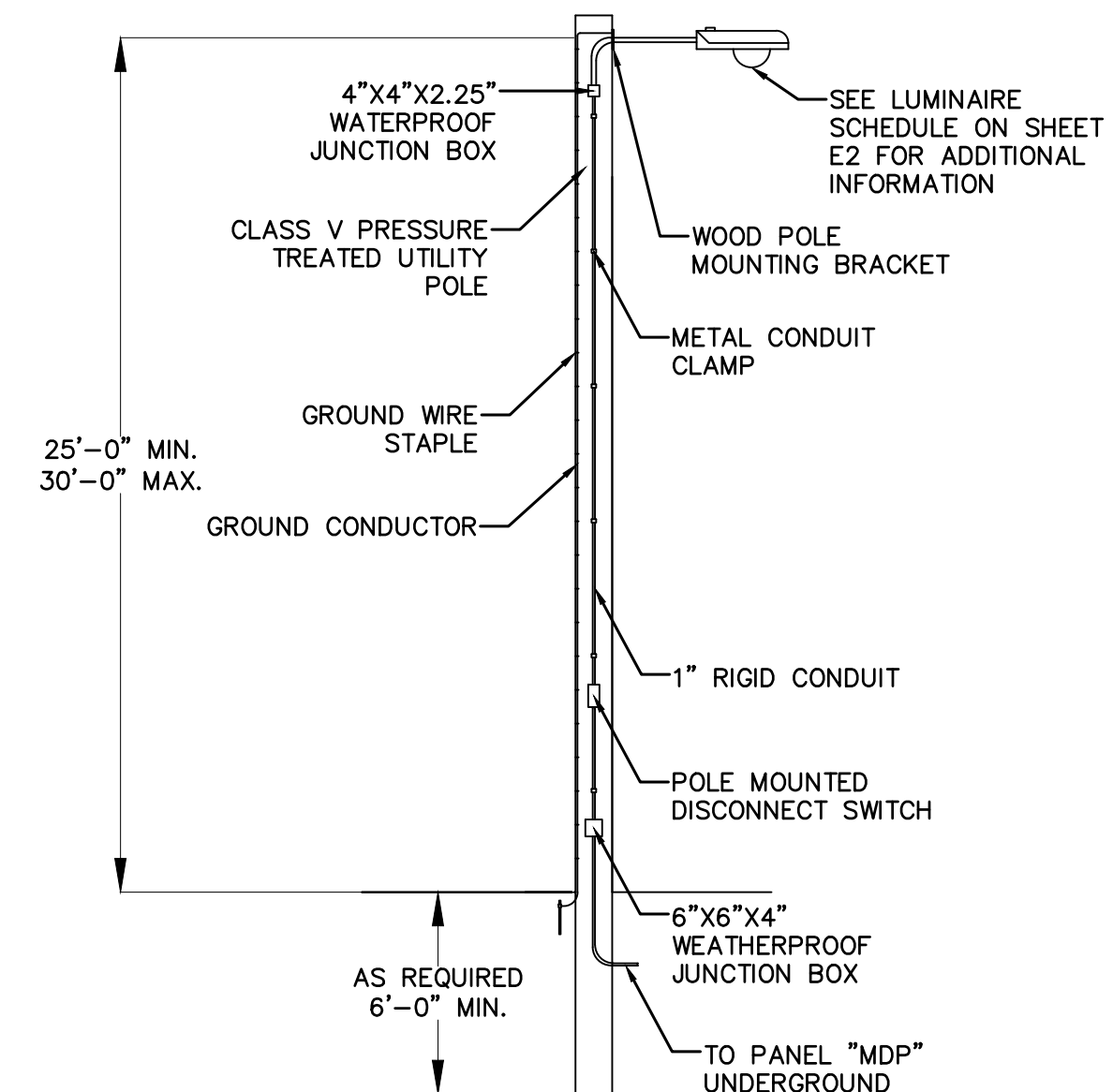


4
E3
BACK ELECTRICAL CANOPY PANEL WELDING DETAIL
SCALE: NONE

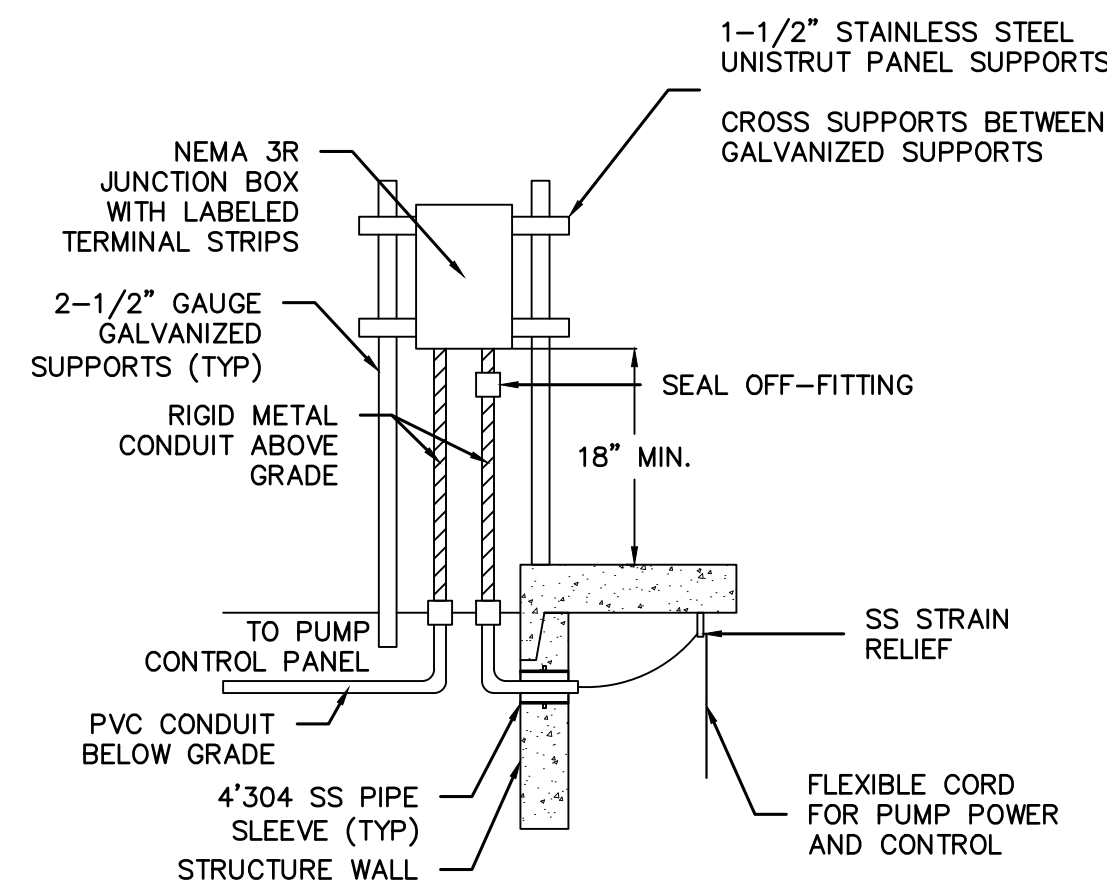


- NOTES:
1. PROVIDE SPLICE IF LENGTH OF EQUIPMENT RACK EXCEEDS STANDARD PANEL LENGTH.
 2. DETAIL TYPICAL FOR TOP AND REAR PANEL ASSEMBLIES.

5
E3
TOP ELECTRICAL CANOPY WELDING DETAIL
SCALE: NONE



6
E3
AREA LIGHT DETAIL
SCALE: NONE



7
E3
JUNCTION BOX DETAIL
SCALE: NONE

REVISIONS			
BY	NO.	DATE	DESCRIPTION

PUMP STATION ELECTRICAL DETAILS

SALT WYND PRESERVE PHASE ONE

BEAUFORT CARTERET COUNTY NORTH CAROLINA

OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC DESIGNED: WGB
 ADDRESS: 176 MINE LAKE CT DRAWN: WGB
 SUITE 100 RALEIGH, NC 27615
 PHONE: (207) 449-8801 APPROVED: LMS

DATE: 02/10/2022
 SCALE: AS NOTED
 SHEET: E3 OF 4

STROUD ENGINEERING, P.A.
 422 HIGHWAY 24
 MOREHEAD CITY, NORTH CAROLINA 28557
 (252) 247-7479

**PRELIMINARY DRAWING
DO NOT USE FOR
CONSTRUCTION**

GENERAL PHOTOMETRIC SCHEDULE	
AVERAGE FOOT-CANDLES	0.4
MAXIMUM FOOT-CANDLES	3.9
MINIMUM FOOT-CANDLES	0.0



1
E4
STREET LIGHTING PLAN
SCALE: 1"=100'

LUMINAIRE SCHEDULE								
CALLOUT	SYMBOL	DESCRIPTION	MOUNTING	MODEL	INPUT WATTS	VOLTS	NOTE 1	NOTE 2
P1A	-	STREET LIGHT POLE LIGHT ASSEMBLY FROM DUKE LIGHTING CONSISTING OF A 16' DIRECT BURIED CONCRETE POLE WITH ROUND BRACKET MOUNTED ON END OF POLE FOR A "SANIBEL" STYLE LUMINAIRE. ALL ITEMS SHALL BE APPROVED BY OWNER PRIOR TO ORDERING.	POLE	POLE, ARM BRACKET, AND LUMINAIRE FURNISHED AND INSTALLED BY POWER COMPANY.	51	120V 1P 2W		

REVISIONS			
BY	NO.	DATE	DESCRIPTION

**PRELIMINARY DRAWING
DO NOT USE FOR
CONSTRUCTION**

STREET LIGHT DESIGN

**SALT WYND PRESERVE
PHASE ONE**

BEAUFORT CARTERET COUNTY NORTH CAROLINA

OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC DESIGNED: SS
 176 MINE LAKE CT
 ADDRESS: SUITE 100 DRAWN: SS
 RALEIGH, NC 27615
 PHONE: (207) 449-8801 APPROVED: LMS

DATE: 02/10/2022
 SCALE: AS NOTED
 SHEET: E4 OF 4

STROUD ENGINEERING, P.A.
 422 HIGHWAY 24
 MOREHEAD CITY, NORTH CAROLINA 28557
 (252) 247-7479

Outfall Swale Design									
Swale No.	Contributing Area (SQ FT)	Total Velocity (ft./sec.)	Depth (ft.)	Total Q25 (CFS)	Velocity (ft./sec.)	Depth (ft.)	Slope %		
1A	1A	3.19	3.6						
	1B	0.69	0.78						
	1C	2.34	2.65						
	1D	0.45	0.5						
	1E	1.4	1.59						
1B	1B	0.69	0.78	52.25	2.27	2.45	59.12	2.35	2.58
	1C	2.34	2.65						
	1D	0.45	0.5						
	1E	1.4	1.59						
	1F	1.34	1.29						
1C	1C	2.34	2.65	54.73	2.3	2.5	61.91	2.37	2.63
	1D	0.45	0.5						
	1E	1.4	1.29						
	1F	1.35	1.41						
	1G	1.25	1.41						
2	2B	1.8	2.13	12.67	1.43	1.42	14.34	1.47	1.5
	2C	1.58	1.69						
	2D	1.87	2.12						
	2E	5.34	6.27						
	2F	10.21	11.55						
3A	3A	4.03	4.56	19.78	1.78	1.62	22.38	1.84	1.71
	3B	0.96	1.08						
	3C	2.0	2.27						
	3D	1.14	1.29						
	3E	1.58	1.79						
3B	3B	0.96	1.08	20.74	1.8	1.65	23.46	1.86	1.74
	3C	2.0	2.27						
	3D	1.14	1.29						
	3E	1.58	1.79						
	3F	1.69	1.92						
3C	3C	2.0	2.27	6.05	1.31	0.95	6.86	1.36	1.01
	3D	0.69	0.78						
	3E	2.09	2.37						
	3F	1.31	1.45						
	3G	0.67	0.76						
3D	3D	1.14	1.29	11.54	1.55	1.28	13.07	1.6	1.35
	3E	1.58	1.79						
	3F	1.69	1.92						
	3G	0.67	0.76						
	3H	0.96	1.08						

Culvert Design									
Pipe No.	Contributing Area (SQ FT)	Total Q25 (CFS)	Pipe Size (in.)	Grade (ft./ft.)	Velocity (ft./sec.)	Length (ft.)	Invert E. (ft.)	Outlet E. (ft.)	
P1	OS1A	4.39	18	0.0045	5.42	44	4.4	4.18	
P2	1A	1.8							
	1B	0.78							
P3	6C	0.35	2.71	15	0.003	2.68	44	3.73	3.6
	6G	0.5							
P4	6D	0.48	1.21	15	0.003	2.25	44	3.73	3.6
	6E	0.73							
P5	OS1A	4.39	30	0.004	5.96	44	2.52	2.34	
	OS1B	17.83							
P6	4A	0.48	3.71	15	0.003	3.27	44	3.53	3.4
	OS1A	4.39							
P7	OS1A	4.39	9.16	24	0.003	4.32	44	3.35	3.14
	OS1B	17.83							
P8	OS1A	4.39	59.12	4.24	0.0037	4.49	88	3.03	2.7
	OS1B	17.83							
P9	1A	3.66	4.86	18	0.003	3.63	44	3.33	3.2
	OS2	1.66							
P10	2D	2.12	2.12	15	0.003	3.01	44	3.00	2.87

MAINTENANCE PLAN

- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED FOR STABILITY AND EFFECTIVE OPERATIONS FOLLOWING EVERY RAINFALL PRODUCING RAINFALL EVENT OR AT LEAST ONCE PER WEEK. REPAIRS REQUIRED SHALL BE COMPLETED IMMEDIATELY TO THE DIMENSION AND FUNCTIONS INDICATED ON THE PLANS.
- SEDIMENT SHALL BE REMOVED FROM BEHIND THE SEDIMENT FENCING WHEN IT BECOMES 0.5 FEET DEEP AT THE FENCES. THE FENCE SHALL BE REPLACED OR REPAIRED AS NECESSARY TO MAINTAIN A BARRIER.
- ALL SEEDED AREAS SHALL BE FERTILIZED, SEEDING, AND MULCHED WITHIN 7 DAYS OF DISTURBANCE. DISTURBED AREAS SHALL BE REPLACED, RESEEDED AND MULCHED AS NECESSARY ACCORDING TO THE CONTRACT DOCUMENTS TO ESTABLISH AND MAINTAIN A DENSE VEGETATIVE COVER.

CONSTRUCTION SEQUENCE

- INSTALL GRAVEL CONSTRUCTION ENTRANCE(S) & SILT FENCING AT SPECIFIED LOCATIONS.
- COMPLETE CLEARING & GRUBBING OPERATIONS.
- ROUGH GRADE ROADS. INSTALL DROP INLETS AND STORM DRAIN PIPING INCLUDING SEDIMENTATION CONTROL MEASURES.
- SEED AND MULCH ALL AREAS OF DISTURBANCE NOT TO BE PAVED WITHIN 14 DAYS OF LAND DISTURBANCE.
- INSTALL UTILITIES.
- FINE GRADE STREETS.
- PLACE STONE BASE AND PERMEABLE CONCRETE PAVEMENT.
- PERFORM FINAL GRADING, SEED AND MULCH ALL REMAINING DISTURBED AREAS.
- REMOVE TEMPORARY EROSION CONTROL MEASURES AFTER VEGETATION IS ESTABLISHED.

SEEDING SCHEDULE

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 EXCEED BEYOND JUNE)

(APRIL 15 - AUGUST 15)
 GERMAN MILLET----- 40 LBS/AC
 (AUGUST 15 - DECEMBER 30)

PERMANENT SEEDING MIXTURE
 RYE (GRAIN)----- 25 LBS/AC
 (IF IT IS NECESSARY TO EXTEND TEMPORARY COVER BEYOND JUNE 15, OVERSEED WITH 50 LB/AC KOBE.)

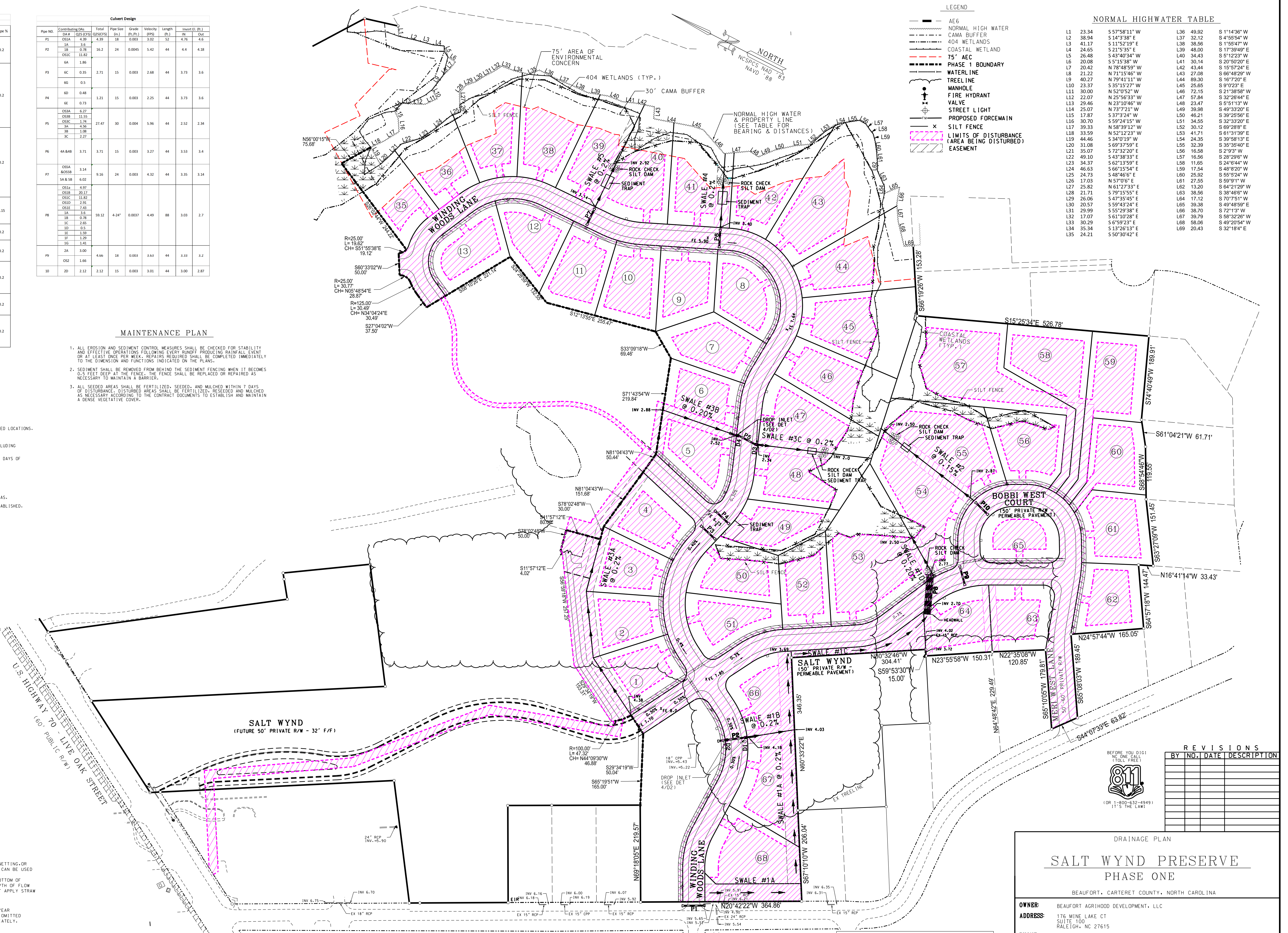
PERMANENT SEEDING MIXTURE (SWALES & DITCHES)
 COMMON BERMOUDAGRASS----- 80 LBS/AC

MULCHING
 STRAW/WHEAT, OATS, BARLEY, RYE----- 1-2 TONS/AC (AFTER SEEDING)
 (STRAW QUALITY SHALL BE DRY, UNCHOPPED & UNWEATHERED)
 ASPHALT TACK----- 500 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.



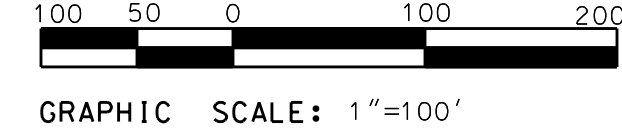
LEGEND

- AEG
- NORMAL HIGH WATER
- CAMA BUFFER
- 404 WETLANDS
- COASTAL WETLAND
- 75' AEC
- PHASE 1 BOUNDARY
- WATERLINE
- TREELINE
- MANHOLE
- FIRE HYDRANT
- VALVE
- STREET LIGHT
- PROPOSED FOREMAIN
- SILT FENCE
- LIMITS OF DISTURBANCE (AREA BEING DISTURBED)
- EASEMENT

NORMAL HIGHWATER TABLE

L1	23.34	S 57°58'11" W	L36	49.92	S 1°14'36" W
L2	38.94	S 14°3'38" E	L37	32.12	S 4°55'54" W
L3	41.17	S 11°52'19" E	L38	38.56	S 1°55'07" W
L4	24.65	S 21°5'35" E	L39	48.00	S 17°39'49" E
L5	26.48	S 43°40'34" W	L40	34.43	S 5°12'23" W
L6	20.08	S 5°15'38" W	L41	30.14	S 20°50'20" E
L7	20.42	N 78°48'59" W	L42	43.44	S 18°57'24" E
L8	21.22	N 71°15'46" W	L43	27.08	S 66°48'29" W
L9	40.27	N 79°41'11" W	L44	89.30	S 16°7'20" E
L10	39.33	N 58°39'12" W	L45	23.32	S 9°02'23" E
L11	30.00	N 52°0'52" W	L46	72.15	S 21°38'58" W
L12	22.07	N 25°56'33" W	L47	57.84	S 32°26'44" W
L13	29.46	N 23°10'46" W	L48	23.47	S 5°51'13" W
L14	25.07	N 73°72'1" W	L49	39.98	S 49°33'20" E
L15	17.87	S 37°32'4" W	L50	46.21	S 39°25'56" E
L16	30.70	S 59°24'15" W	L51	34.55	S 32°33'20" E
L17	31.08	S 69°37'59" E	L52	32.39	S 39°35'40" E
L18	35.07	S 72°32'20" E	L53	16.58	S 2°0'9" W
L19	44.46	S 34°0'19" W	L54	24.35	S 39°58'13" E
L20	31.08	S 69°37'59" E	L55	32.39	S 39°35'40" E
L21	35.07	S 72°32'20" E	L56	16.58	S 2°0'9" W
L22	49.10	S 43°38'33" E	L57	16.56	S 28°29'6" W
L23	34.37	S 62°13'59" E	L58	11.65	S 24°6'44" W
L24	46.63	S 66°15'54" E	L59	17.54	S 48°8'20" W
L25	24.73	S 48°46'6" E	L60	25.92	S 69°59'4" W
L26	17.03	N 57°0'6" E	L61	27.55	S 59°9'1" W
L27	25.82	N 61°27'33" E	L62	13.20	S 64°21'29" W
L28	21.71	S 79°15'55" E	L63	38.56	S 38°48'8" W
L29	26.06	S 47°35'45" E	L64	17.12	S 70°7'51" W
L30	20.57	S 59°43'24" E	L65	39.38	S 48°48'59" E
L31	29.99	S 55°29'38" E	L66	38.70	S 72°13" W
L32	17.07	S 61°10'28" E	L67	39.79	S 58°32'28" W
L33	30.29	S 6°59'23" E	L68	58.06	S 49°20'54" W
L34	35.34	S 13°26'13" E	L69	20.43	S 32°18'4" E
L35	24.21	S 50°30'42" E			

PROJECT NO.: PM3067-001
 DRAWING NO.: 019



PRELIMINARY DRAWING DO NOT USE FOR CONSTRUCTION

REVISIONS

NO.	DATE	DESCRIPTION

BEFORE YOU DIG! (TOLL FREE) 801
 (OR 1-800-632-4949) 11'S THE LAW

DRAINAGE PLAN

SALT WYND PRESERVE

PHASE ONE

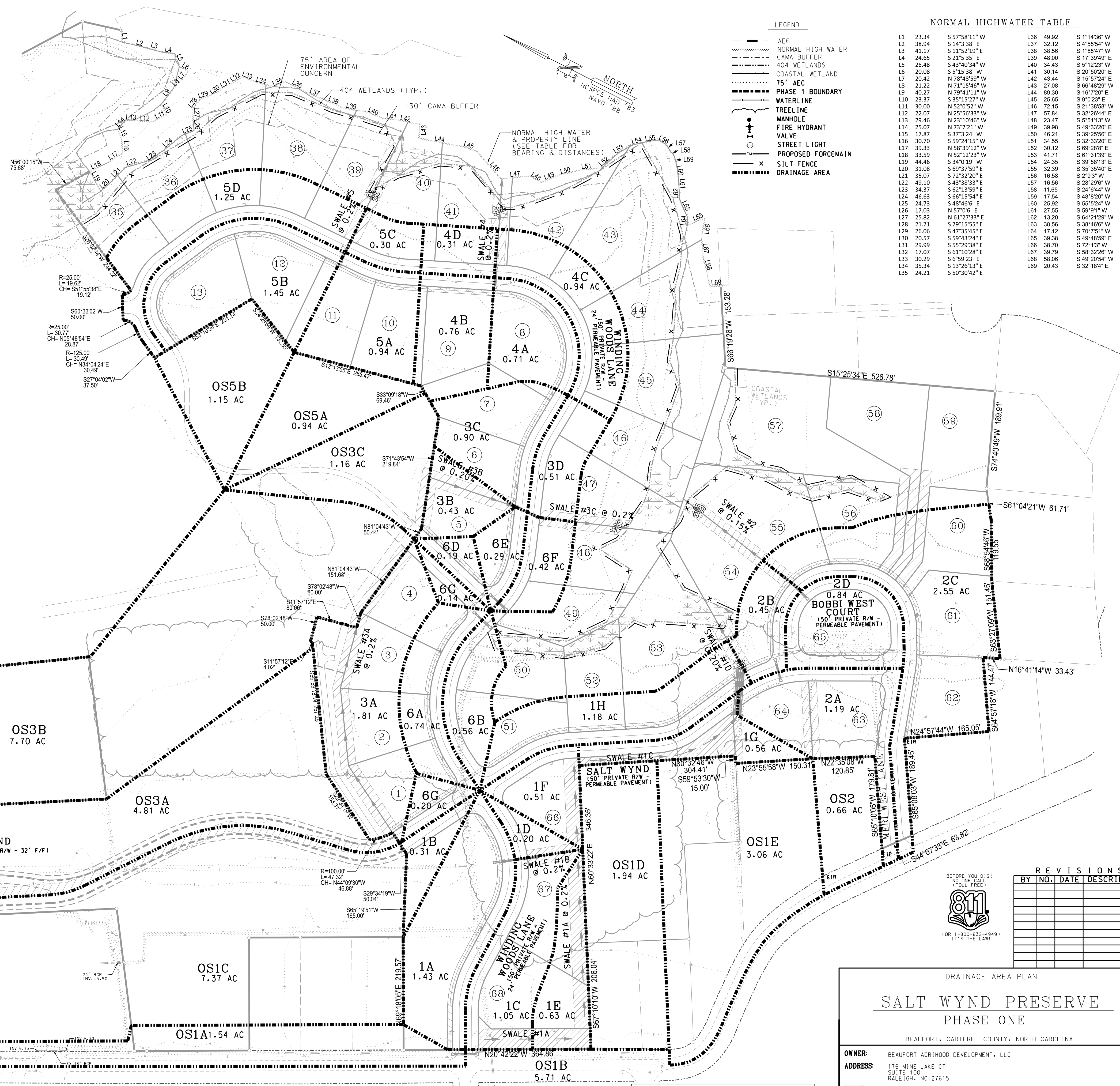
BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

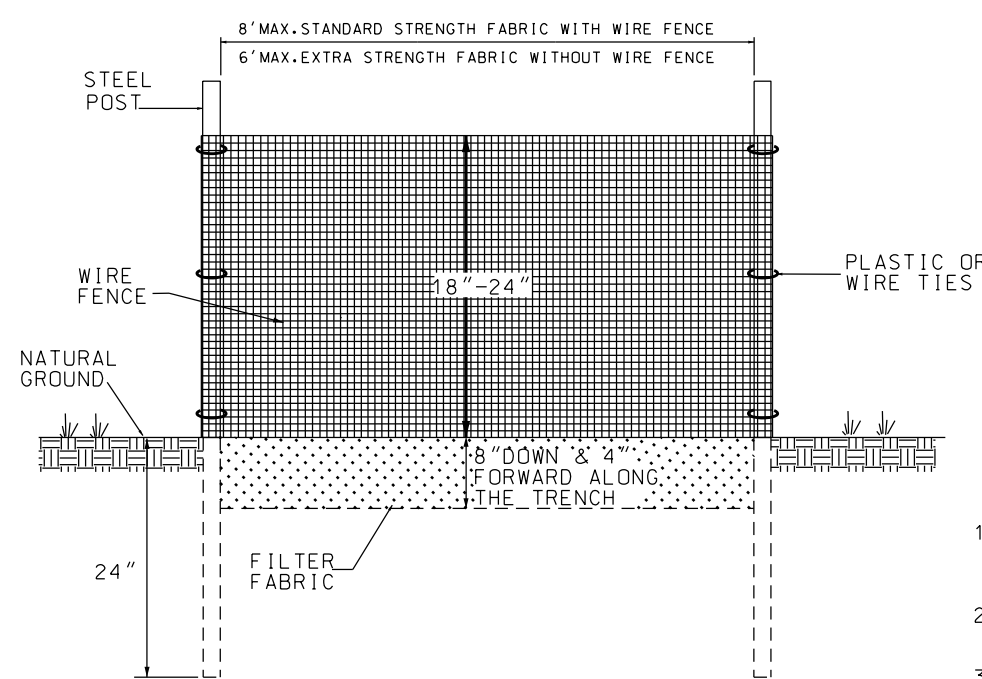
OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC
ADDRESS: 176 MINE LAKE CT SUITE 100 RALEIGH, NC 27615
PHONE: 207-449-8801

DESIGNED: LES **DATE:** 4/1/22
DRAWN: LHJ **SCALE:** 1"=100'
APPROVED: LES **SHEET** D1 OF 3

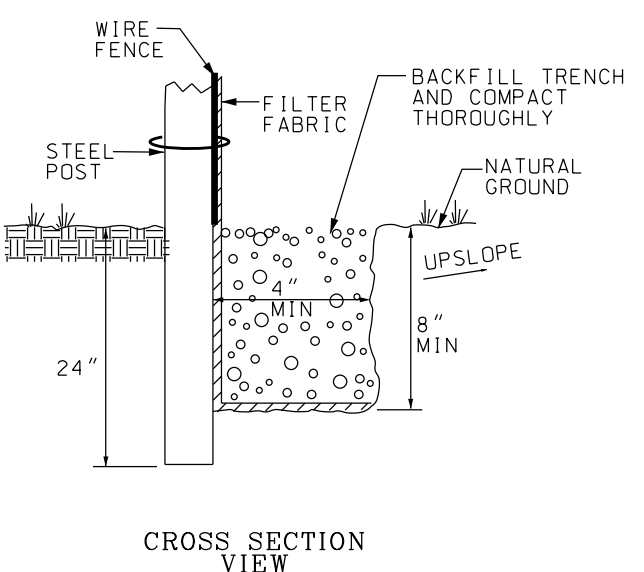
STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET GREENVILLE, NORTH CAROLINA 27658
 (252) 756-9352 LICENSE NO. C-0647

LINWOOD E. STROUD, P.E.

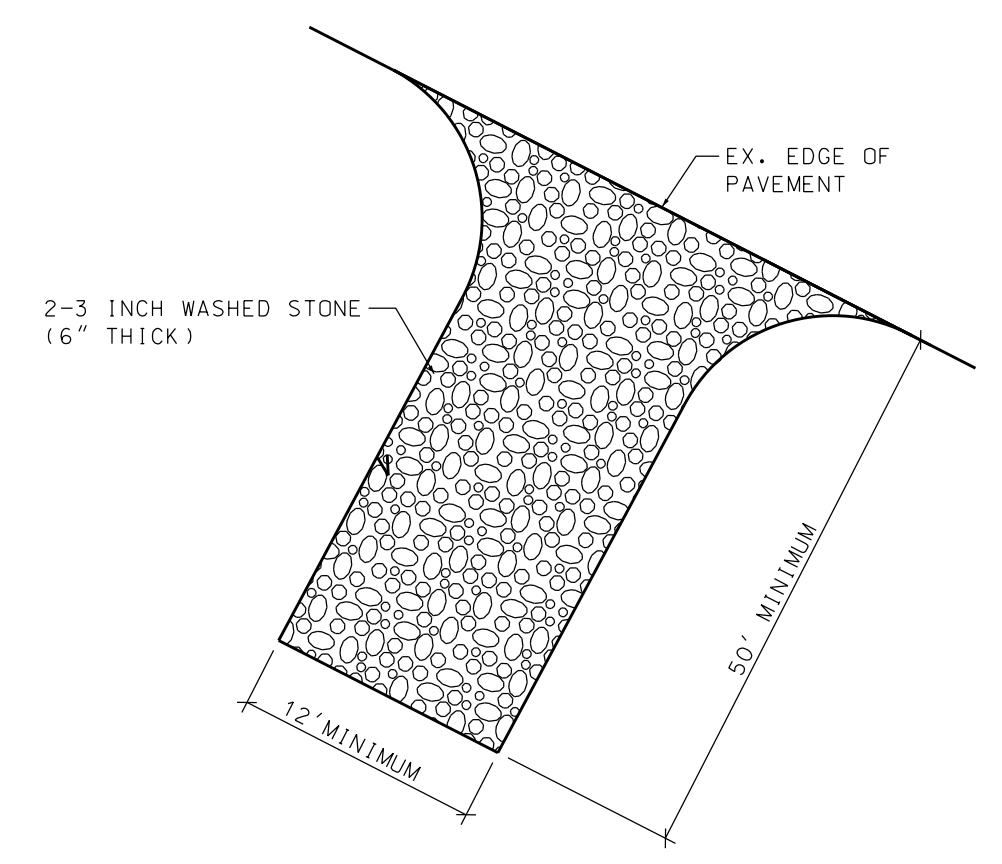




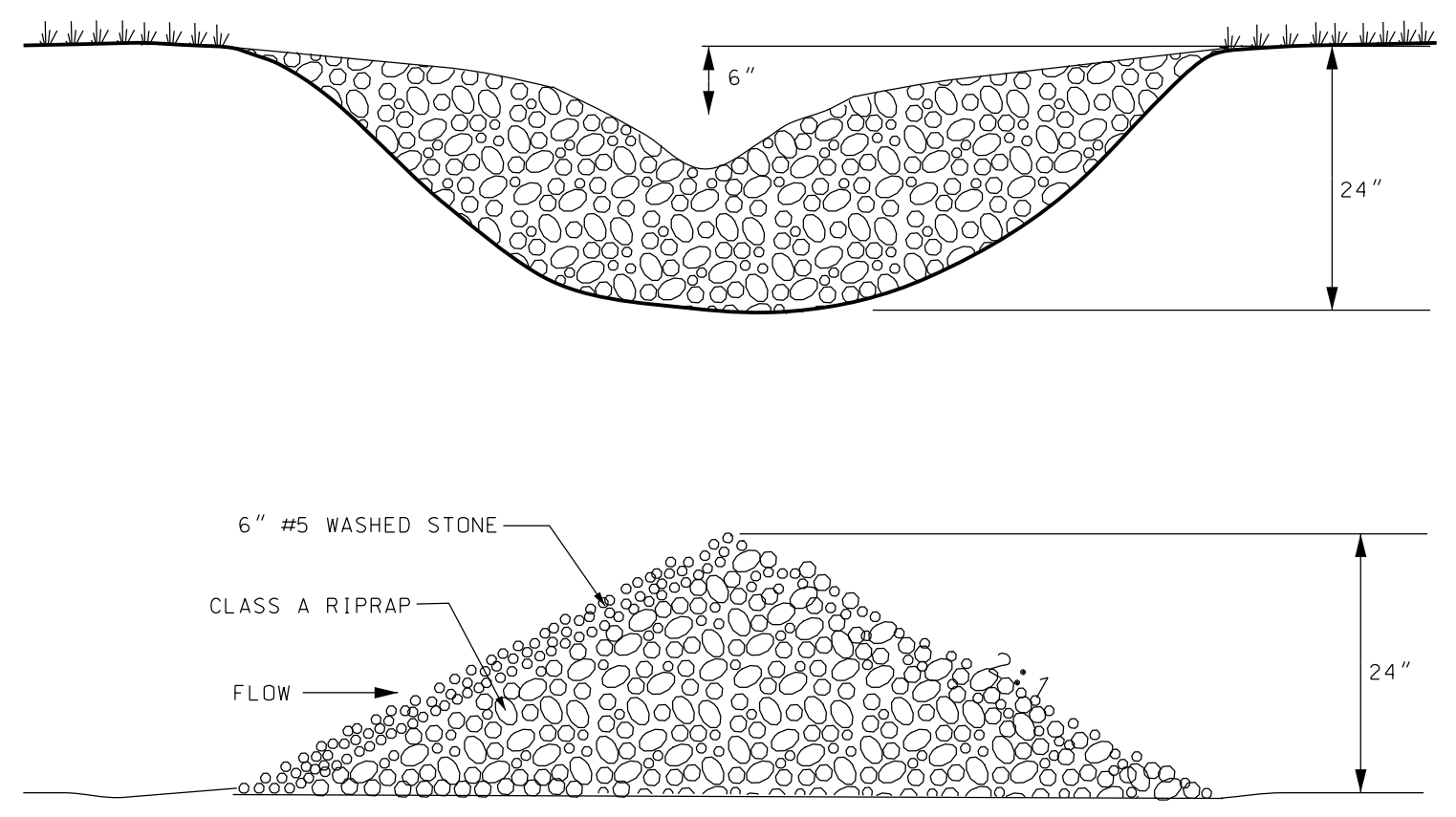
- INSTALLATION NOTES:
1. THE BASE OF BOTH END POSTS SHOULD BE AT LEAST ONE FOOT HIGHER THAN THE MIDDLE OF THE FENCE. CHECK WITH A LEVEL IF NECESSARY.
 2. INSTALL POSTS 4 FEET APART IN CRITICAL AREAS AND 6 FEET APART ON STANDARD APPLICATIONS.
 3. INSTALL POSTS 2 FEET DEEP ON THE DOWNSTREAM SIDE OF THE SILT FENCE, AND AS CLOSE AS POSSIBLE TO THE FABRIC, ENABLING POSTS TO SUPPORT THE FABRIC FROM UPSTREAM WATER PRESSURE.
 4. INSTALL POSTS WITH THE NIPPLES FACING AWAY FROM THE SILT FABRIC.
 5. ATTACH THE FABRIC TO EACH POST WITH THREE TIES, ALL SPACED WITHIN THE TOP 8 INCHES OF THE FABRIC. ATTACH EACH TIE DIAGONALLY 45 DEGREES THROUGH THE FABRIC WITH EACH PUNCTURE AT LEAST 1 INCH VERTICALLY APART, ALSO, EACH TIE SHOULD BE POSITIONED TO HANG ON A POST NIPPLE WHEN TIGHTENED TO PREVENT SAGGING.
 6. WRAP APPROXIMATELY 6 INCHES OF FABRIC AROUND THE END POSTS AND SECURE WITH 3 TIES.
 7. NO MORE THAN 24 INCHES OF A 36 INCH FABRIC IS ALLOWED ABOVE GROUND LEVEL.
 8. THE INSTALLATION SHOULD BE CHECKED AND CORRECTED FOR ANY DEVIATIONS BEFORE COMPACTION.
 9. COMPACTION IS VITALLY IMPORTANT FOR EFFECTIVE RESULTS. COMPACT THE SOIL IMMEDIATELY NEXT TO THE SILT FENCE FABRIC WITH THE FRONT WHEEL OF THE TRACTOR, SKID STEER, OR ROLLER EXERTING AT LEAST 60 POUNDS PER SQUARE INCH. COMPACT THE UPSLOPE SIDE FIRST, AND THEN EACH SIDE TWICE FOR A TOTAL OF 4 TRIPS.



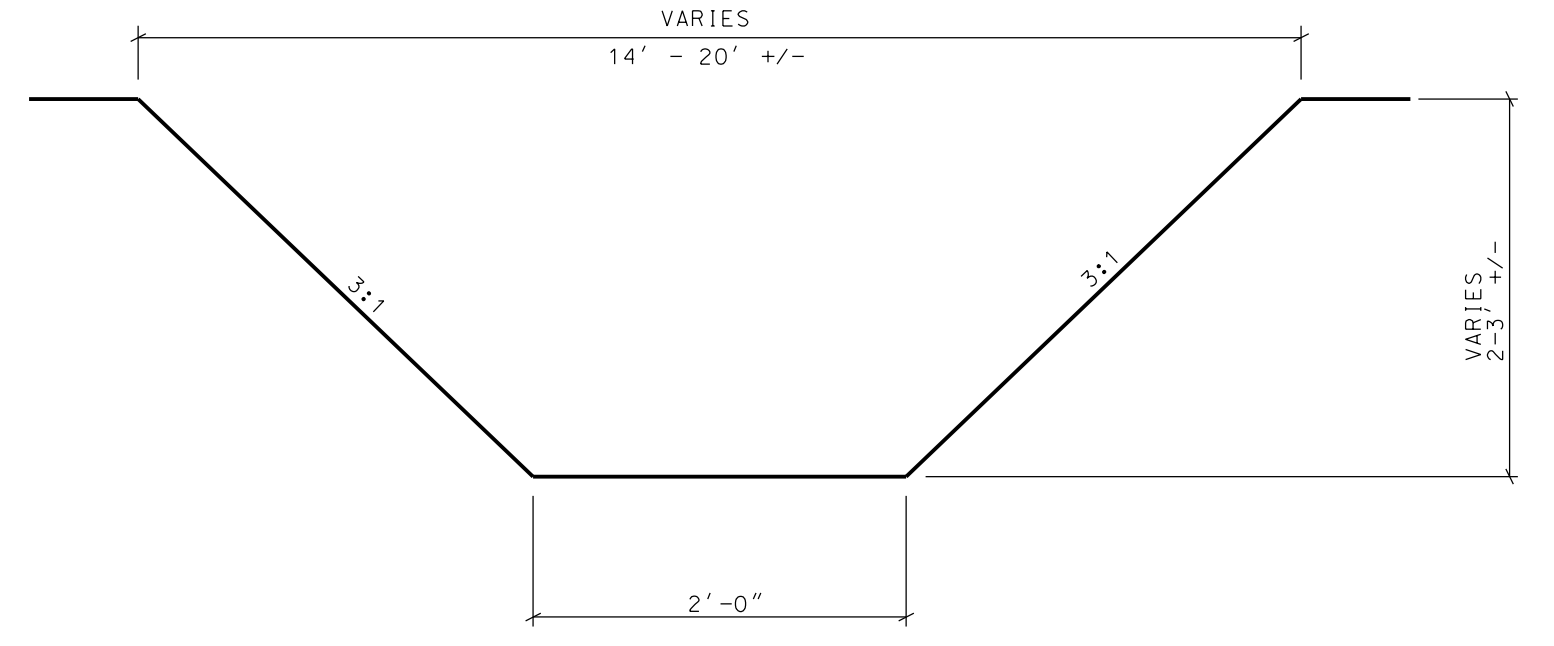
TYPICAL SILT FENCE DETAIL 1
SCALE: NTS
D3



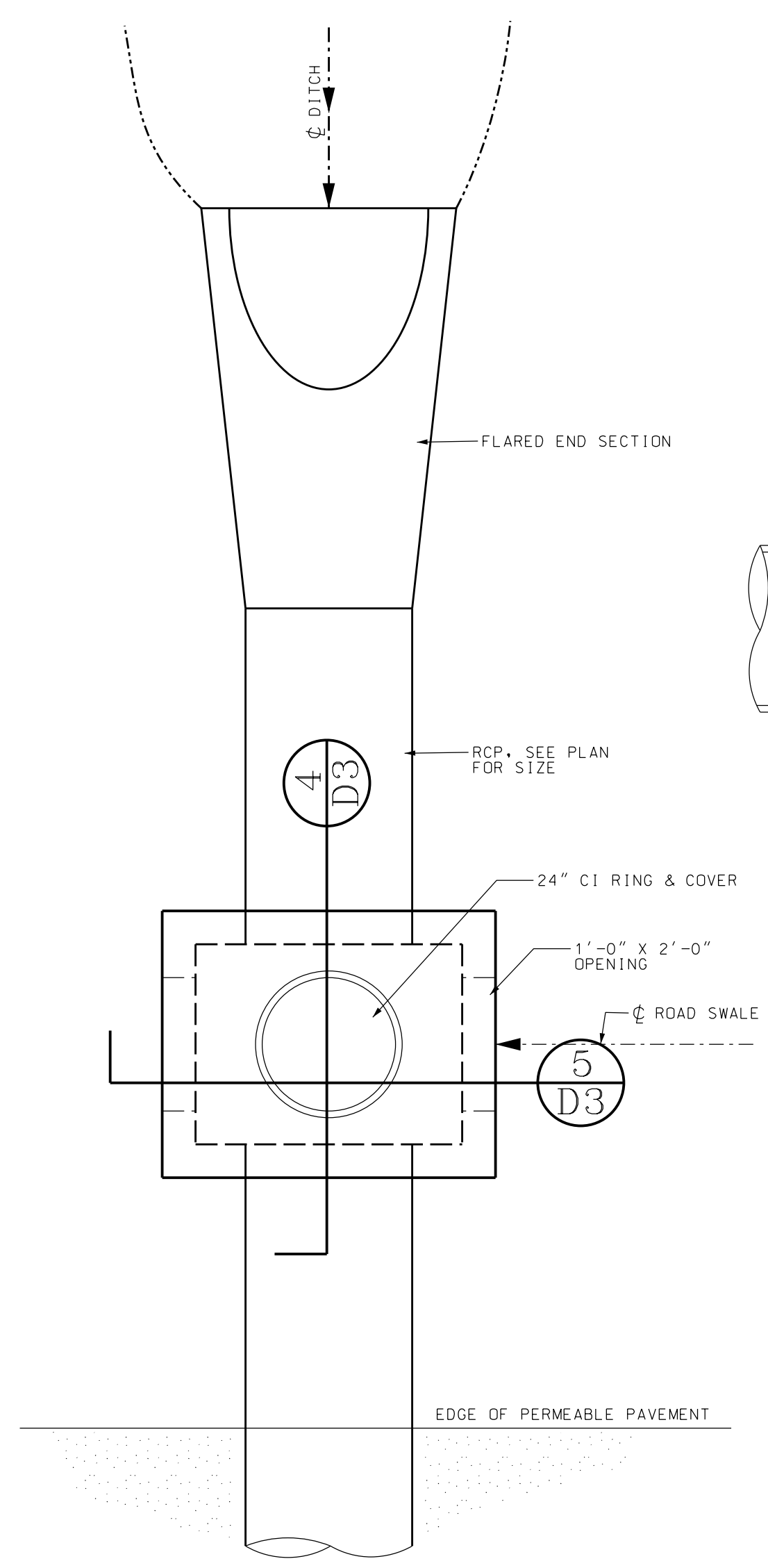
TYPICAL STONE CONSTRUCTION ENTRANCE 2
SCALE: NTS
D3



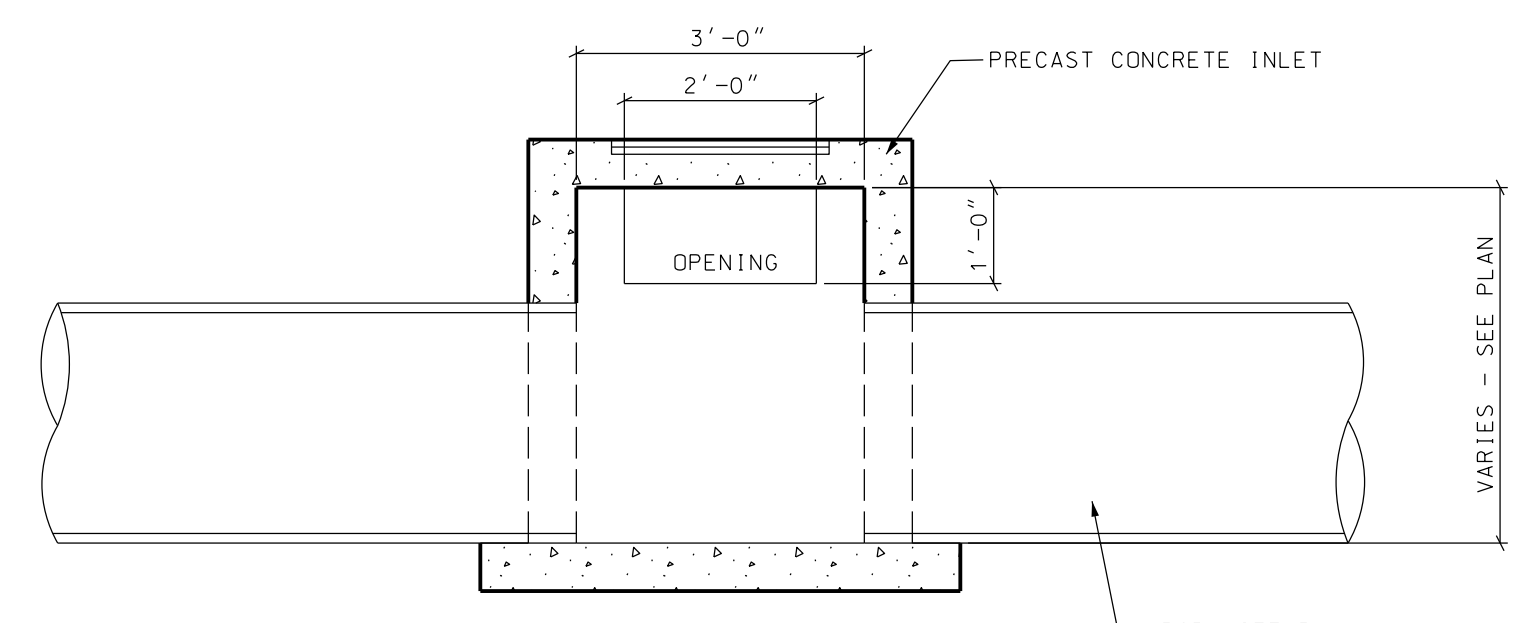
ROCK SILT CHECK DAM DETAIL 3
SCALE: NTS
D3



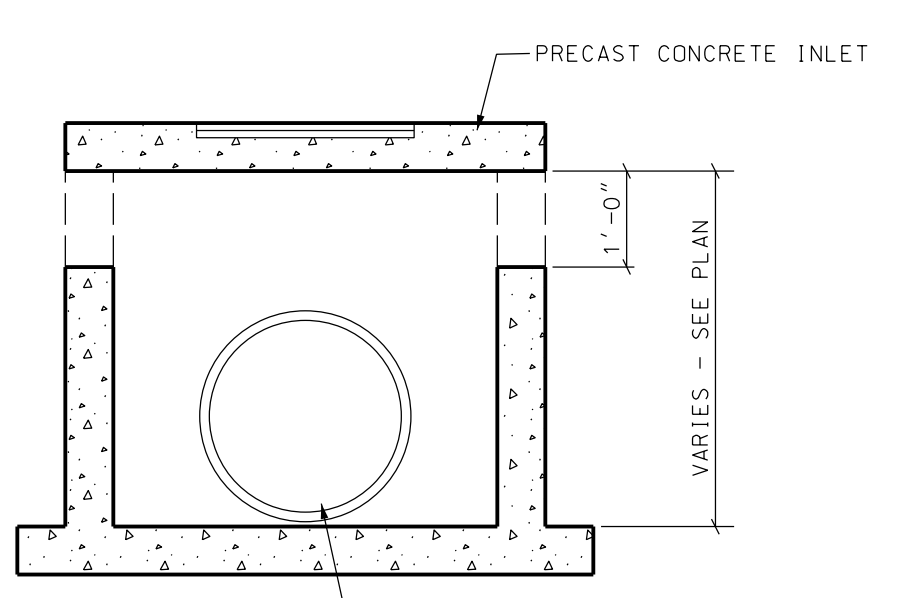
SWALE DETAIL 4
SCALE: NTS
D3



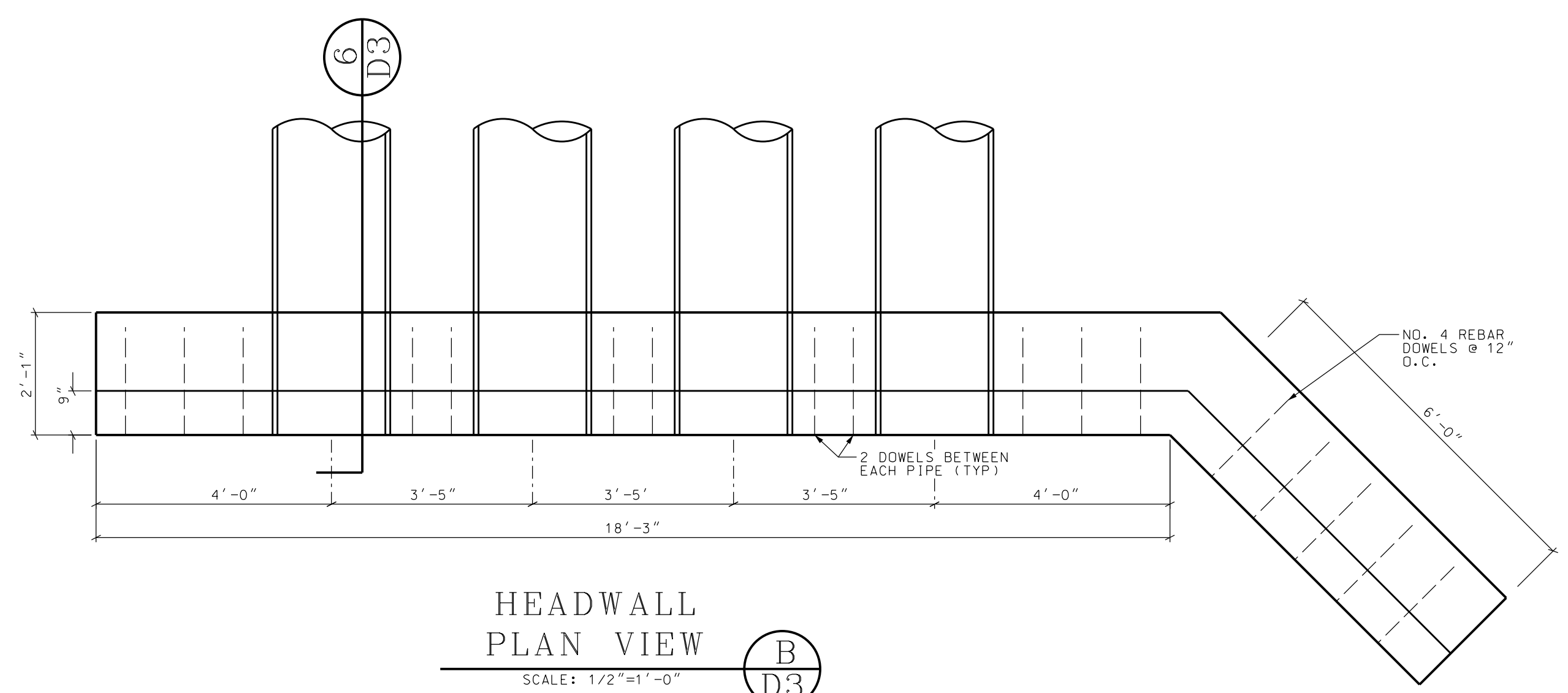
PLAN VIEW A
SCALE: 1/2"=1'-0"
D3



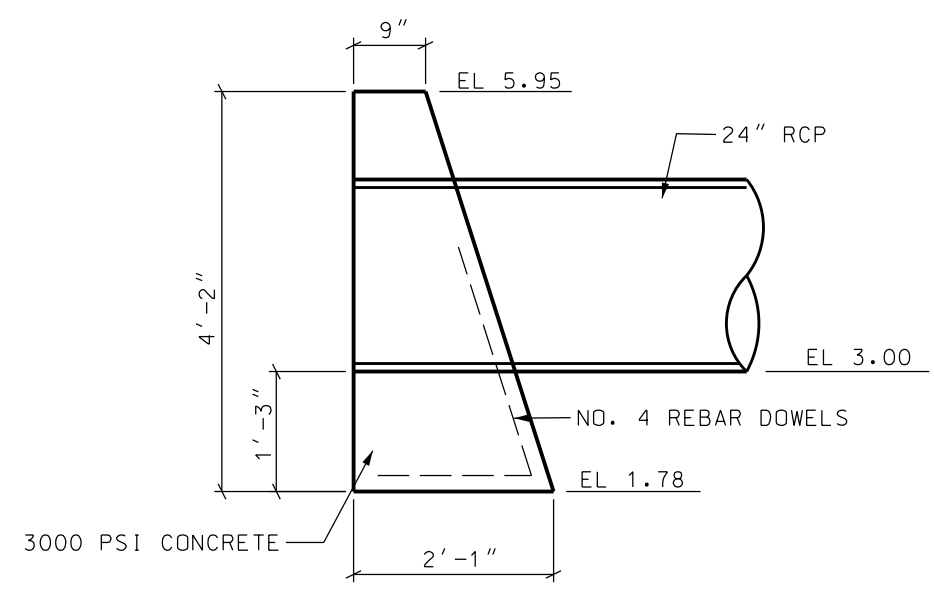
SECTION 4
SCALE: 1/2"=1'-0"
D3



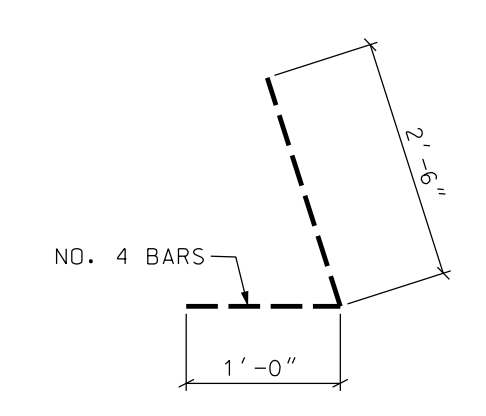
SECTION 5
SCALE: 1/2"=1'-0"
D3



HEADWALL PLAN VIEW B
SCALE: 1/2"=1'-0"
D3



HEADWALL SECTION 6
SCALE: 1/2"=1'-0"
D3



DOWEL DETAIL 7
SCALE: 1/2"=1'-0"
D3

BEFORE YOU DIG! NO ONE CALL (TOLL FREE) 811 (OR 1-800-632-4343) 11-5 THE LAW

REVISIONS		
BY	NO.	DATE DESCRIPTION

PROJECT NO. : PM3067-001
DRAWING NO. : 021

PRELIMINARY DRAWING DO NOT USE FOR CONSTRUCTION

DRAINAGE DETAILS
SALT WYND PRESERVE
PHASE ONE
BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC
ADDRESS: 176 MINE LAKE CT SUITE 100 RALEIGH, NC 27615
PHONE: 207-449-8801

DESIGNED: LES DATE: 4/01/22
DRAWN: LHJ SCALE: AS SHOWN
APPROVED: LES SHEET D3 OF 3

STROUD ENGINEERING, P.A.
107-B COMMERCE STREET GREENVILLE, NORTH CAROLINA 27658
(252) 756-9352 LICENSE NO. C-0647

LINWOOD E. STROUD, P.E.

APPLICATION IDENTIFICATION		N.C. DEPARTMENT OF TRANSPORTATION	
Driveway Permit No.	Date of Application 1/24/22	STREET AND DRIVEWAY ACCESS PERMIT APPLICATION	
County: Carteret			
Development Name: Salt Wynd Preserve			
LOCATION OF PROPERTY:			
Route/Road:	Pinners Point Road (SR-1303)		
Exact Distance	1075	Miles	N S E W
		Feet	
From the Intersection of Route No.	SR1303	and Route No.	U.S. Highway 70 Toward Howland Parkway
Property Will Be Used For:	<u>Residential/Subdivision</u>	Commercial	Educational Facilities TND Emergency Services
Other			
Property:	is	is not	within <u>Beaufort</u> City Zoning Area.
AGREEMENT			

- I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location.
- I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation.
- I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT.
- I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans.
- I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary.
- I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction.
- I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways".
- I agree to pay a \$50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied.
- I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel.
- I agree to provide during and following construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the District Engineer.
- I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction.
- I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction.
- I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system.
- The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point.
- I agree that the entire cost of constructing and maintaining an approved private street or driveway access connection and conditions of this permit will be borne by the property owner, the applicant, and their grantees, successors, and assignees.
- **I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.**

2004-07

NOTE: Submit Four Copies of Application to Local District Engineer, N.C. Department of Transportation
61-03419

TEB 65-04rev.

SIGNATURES OF APPLICANT

PROPERTY OWNER (APPLICANT)		WITNESS	
COMPANY	Pearl G. West Trustee	NAME	_____
SIGNATURE	_____	SIGNATURE	_____
ADDRESS	231 Pinner's Point Road	ADDRESS	_____
	Beaufort, NC 28516 Phone No. _____		_____

AUTHORIZED AGENT		WITNESS	
COMPANY	Stroud Engineering, PA	NAME	_____
SIGNATURE	_____	SIGNATURE	_____
ADDRESS	422 Highway 24	ADDRESS	422 Highway 24

Morehead City, NC
28557

Phone No. 2522477479

Morehead City, NC 28557

APPROVALS

APPLICATION RECEIVED BY DISTRICT ENGINEER

SIGNATURE

DATE

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE

TITLE

DATE

APPLICATION APPROVED BY NCDOT

SIGNATURE

TITLE

DATE

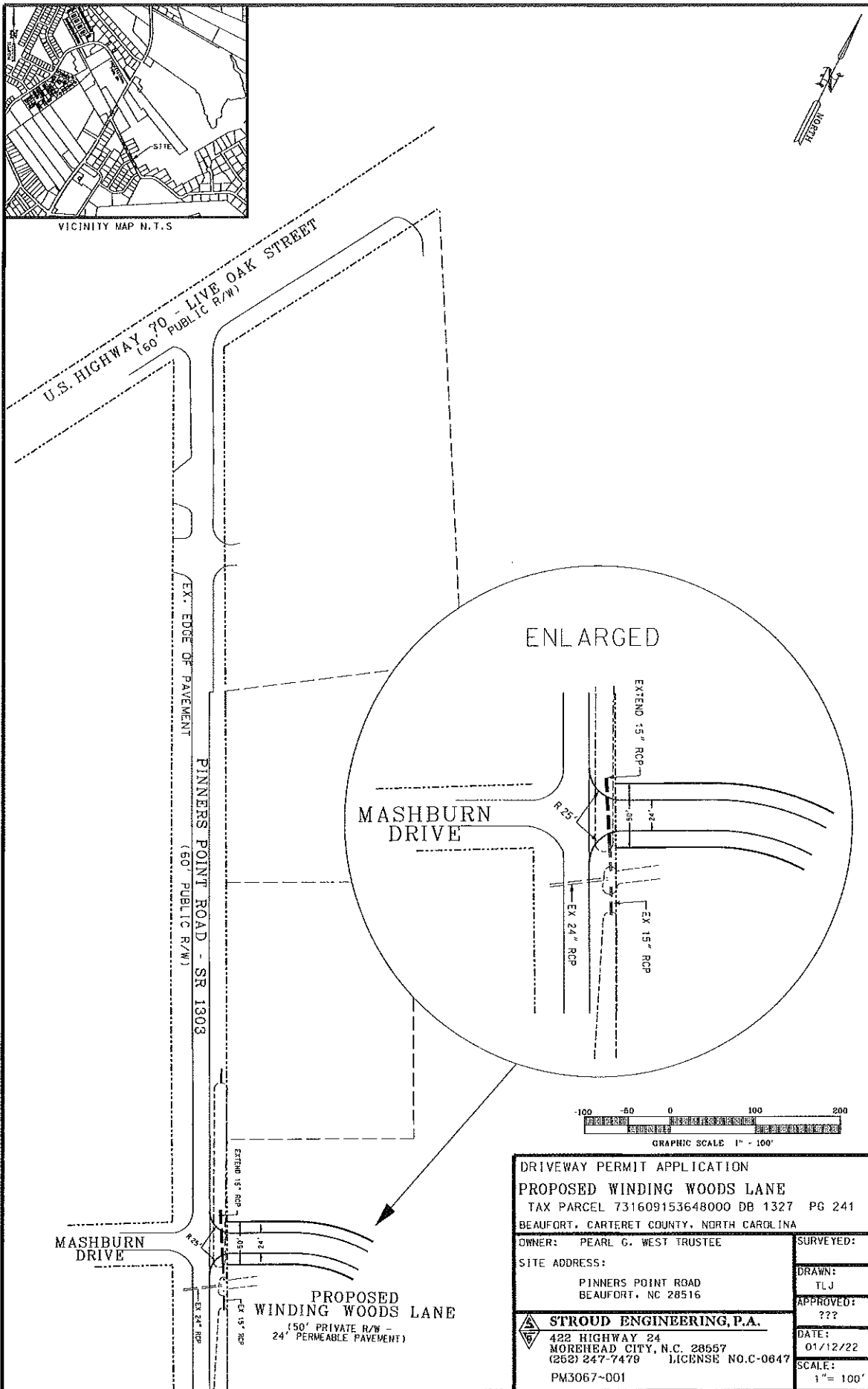
INSPECTION BY NCDOT

SIGNATURE

TITLE

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COMMENTS:



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County: Carteret		PERMIT APPLICATION	
Development Name: Salt Wynd Preserve			
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Exact Distance 2077	Miles	N S E W	
	Feet		
From the Intersection of Route No. SR1303	and Route No.	U.S. Highway 70	Toward Howland Parkway
Property Will Be Used For: <u>Residential /Subdivision</u>	Commercial	Educational Facilities	TND Emergency Services
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2004-07

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SIGNATURES OF APPLICANT

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	Beaufort, NC 28516 Phone No. _____		_____
AUTHORIZED AGENT		WITNESS	
COMPANY	Stroud Engineering, PA	NAME	_____
SIGNATURE	_____	SIGNATURE	_____
ADDRESS	422 Highway 24	ADDRESS	422 Highway 24

Morehead City, NC
28557

Phone No. 2522477479

Morehead City, NC 28557

APPROVALS

APPLICATION RECEIVED BY DISTRICT ENGINEER

SIGNATURE

DATE

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE

TITLE

DATE

APPLICATION APPROVED BY NCDOT

SIGNATURE

TITLE

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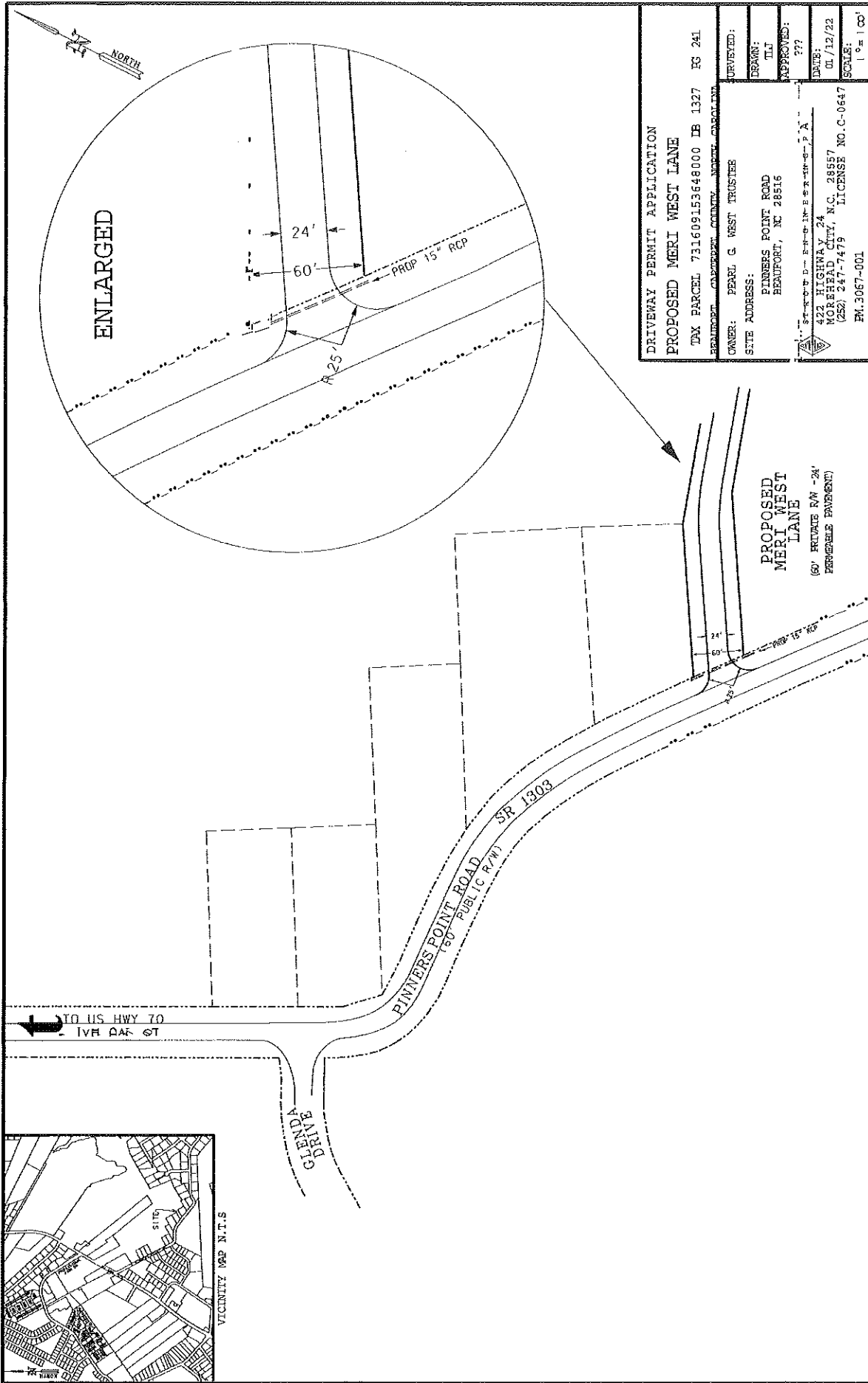
INSPECTION BY NCDOT

SIGNATURE

TITLE

DATE

COMMENTS:



STATE OF NORTH CAROLINA

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SALT WYND PRESERVE

COUNTY OF CARTERET

This Declaration of Covenants, Conditions and Restrictions is made this XXX day of XXX, 2021, by Beaufort Agrihood Development, LLC, a North Carolina Limited Liability Company, herein "Declarant or Developer"; and any and all persons, firms and corporations hereafter acquiring any of the Lots within Salt Wynd Preserve Subdivision as shown on surveying plat prepared by James I. Phillips, RLS, and recorded in Map Book XXX, page XXX, Carteret County Registry;

W I T N E S S E T H:

WHEREAS, Declarant, Beaufort Agrihood Development, LLC, is the owner of certain real property as conveyed to it by deed recorded in Book XXX, page XXX, Carteret County Registry, and Declarant has caused the property described therein to be subdivided into Lots for a Subdivision known as Salt Wynd Preserve, to be developed in three phases, and a plat for the subdivision is recorded in Map Book XXX, page XXX, Carteret County Registry, hereinafter called "Salt Wynd Preserve", or the "Property";

WHEREAS, Declarant desires to develop its property under a common and uniform set of Covenants and restrictions applicable to the Lots and property;

WHEREAS, Declarant intends to develop its property into a desirable residential Subdivision that is harmonious with its coastal environment, and Declarant intends to form a Homeowners' Association to enforce and maintain the attraction of the property and its amenities which include stormwater swales, entrance way, private roads, signage, street lighting and such other common areas and amenities that Declarant and/or the Homeowners' Association may provide for the general welfare and recreation of the Owners;

WHEREAS, it is in the mutual interest of the Declarant as well as every person, firm or corporation hereafter acquiring any of the Lots within Salt Wynd Preserve that these Covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of Salt Wynd Preserve be established, fixed and set forth and declared to be Covenants running with the land;

WHEREAS, the Subdivision is part of a R20 zoned subdivision under the Town of Beaufort Zoning and Land Use Ordinances and the Town has imposed as part of the subdivision approval certain architectural requirements which must be adhered to;

WHEREAS, Declarant desires to preserve the value, amenities, desirability, and attractiveness of the Subdivision and to provide for the continued maintenance and operation of the common areas as may be provided therein;

NOW THEREFORE, in order to provide for the foregoing, the Declarant does hereby covenant and agree with all persons, firms or corporations now owning or hereafter acquiring any portion of Salt Wynd Preserve Subdivision, that the use of Lots in Salt Wynd Preserve Subdivision is hereby made subject to the following restrictions, Covenants, terms and conditions which shall run with said land and shall be binding on all property Owners within said Subdivision and their successors and assigns.

Article I - Definitions

As used throughout this Declaration, the following terms shall have the definitions set out herein as follows:

- A. "Amenities" shall mean the facilities constructed, erected, installed or set aside on the common areas for the use, benefit and enjoyment of members, including drainage easements, multi-modal paths, sidewalks, roadside swales, ditching, or recreation area(s), etc.
- B. "Association" shall mean and refer to Salt Wynd Preserve Owners' Association, Inc., a non-profit corporation organized and existing under the laws of the state of North Carolina, its successors and assigns, which is established for the administration, maintenance and regulation of the stormwater facilities, roads, sidewalks, paths, amenities and other common areas and facilities assigned to, purchased, or otherwise provided for by the Association for the use and enjoyment of members of the Association.
- C. "CAMA" shall mean the Coastal Area Management Act as set forth in North Carolina General Statute 113A-100 et seq., and any of the rules and regulations promulgated thereunder.
- D. "Committee" shall mean and refer to the Architectural Review Committee.
- E. "Commercial Truck" shall mean any 2 ton or greater motor vehicle.
- F. "Common Areas" shall mean and refer to any and all real property subject to this Declaration which is defined and bounded by properly referenced and recorded plats designated thereon as "common area(s)", "open space", "drainage easements", "sidewalks", "paths", "Roadside Ditches", "streets", "Roads", "private easements" or driveways created by the Declarant to provide access to the streets or roads for more than one Lot, or any area that is set aside for the general use of the members. Common areas shall also include all real property and easement interests owned or assigned by the Association for the common use and enjoyment of members of the Association, which may include but are not limited to entrance ways and signage. (This list of possible amenities is for descriptive purposes only and does not bind the Declarant to construct any or all of said amenities.)
- G. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Salt Wynd Preserve Subdivision, and any amendments thereto as recorded in the Carteret County Registry.
- H. "Declarant" shall mean and refer to Beaufort Agrihood Development, LLC, a North Carolina Limited Liability Company, its successors and assigns. "Declarant" and "Developer" are interchangeable and have the same definition.
- I. "Lot" shall mean and refer to any plot of land within Salt Wynd Preserve Subdivision with or without improvements thereon, which constitute or will constitute after construction of improvements, a single residential site as shown on the plats or plans for Salt Wynd Preserve Subdivision or amendments thereto, recorded in the Carteret County Registry.
- J. "Member" shall mean and refer to any person or other entity which holds membership in the Association.
- K. "Owner" shall mean and refer to the owner of record of fee simple interest in any Lot in the Subdivision, excluding those persons having such interest merely of the security interest for the performance of an obligation.
- L. "Person" shall mean and refer to a natural person, corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

Article II - Properties Subject To This Declaration

Section 1. Applicability.

Lots 1 through 81 as shown on the map of Salt Wynd Preserve Subdivision referred to above are expressly made subject to the operation of these Covenants.

Section 2. Additional Lands.

Declarant at any time prior to December 31, 2031, reserves the right to add or bring additional phases, Lots, or lands under this Declaration by filing in the office of the Register of Deeds for Carteret County, North Carolina, either an applicable amendment or a supplementary Declaration of Covenants and restrictions with respect to the additional Lots, phases, or properties. Said amendments or supplemental Declaration would extend the scheme of development and the binding effect of these Covenants and restrictions on the additional property, and such amendments or supplementary Declarations may contain complementary additions and modifications of these Covenants and restrictions as may be necessary to reflect the different character of the added properties. In no event shall the supplementary declaration revoke, modify or add to these Covenants as they are applicable to the Lots set forth in Article 1 above.

Section 3. Reservations.

The Declarant reserves the right absolutely to change, alter or re-designate the allocated, planned, platted, or recorded use, area, or designation of any of the Lots shown on the map of Salt Wynd Preserve Subdivision recorded aforesaid so long as the Declarant retains title to the property involved, so long as any changes or alterations are in conformance with the Town of Beaufort's Subdivision and zoning ordinances, including, but not limited to the right to change, alter or re-designate roads, utility and drainage facilities, and to change, alter or re-designate such other present or proposed Lot lines and facilities as may, in the sole judgment of the Declarant, be necessary or desirable.

Article III - Association Memberships and Voting Rights

Declarant has heretofore incorporated Salt Wynd Preserve Owners' Association, Inc. for the benefit of Lot Owners within said Subdivision so as to provide for the maintenance, upkeep and repair of streets, stormwater easements and facilities, as well as the maintenance, upkeep and repair of drainage easements, amenities and common areas which are subject to the management and administration of the Association.

Section 1. Membership.

(a) Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by these Covenants to assessments by the Association shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations. The foregoing is not intended to include persons, or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of record of such Lot shall be the sole qualification for membership. When any Lot is owned of record in tenancy by the entireties, joint tenancy, or tenancy in common or by some other legal form of multiple Ownership, the membership (including the voting power arising therefrom) shall be exercised only as stipulated in Article 2 herein below.

(b) During any period when a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the common area or any other facilities which the Association may provide, may be suspended by the Board of Directors of the Association until such assessment is paid. In the event of violation by a member of any rules and regulations established by the Board of Directors of the Association, such member's voting and use rights may be suspended by the Board of Directors of the Association after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board of Directors of the Association (or a committee thereof) after giving the member ten (10) days prior written notice specifying the alleged violation and setting the time, place and

vote of the hearing. Determination of violation shall be made by majority vote of the board or the committee thereof.

(c) No membership fee shall be charged nor members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments, and special assessments levied upon each member's Lot as specified in the Declaration or as the members of the Association may from time to time adopt.

Section 2. Voting and Voting Rights.

(a) The voting rights of the membership shall be appurtenant to the ownership of Lots. The ownership of each Lot by a person other than Declarant shall entitle its owner to one vote. The Association shall have two classes of voting membership as follows:

(1) Class A Member. Class A members shall be all owners, other than the Declarant; however, the Declarant shall be a class A member to the extent provided in subparagraph 2 below. Class A members shall be entitled to one vote for each Lot owned.

(2) Class B Members. The Class B member shall be the Declarant, and it shall be entitled to nine votes for each Lot in which it holds a fee or undivided fee interest; provided, the class B membership shall cease and be converted to class A membership on the happening of either of the following events, whichever first occurs:

(i) Four (4) months after the total votes outstanding in the class A membership equal the total votes outstanding in the class B membership; or

(ii) On December 31, 2032.

(b) When two or more persons hold an interest (other than a leasehold or security interest) in any Lot, all such persons shall be members. The vote for such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Lot and in no event shall more than one (1) vote be cast with respect to any Lot (except with respect to Lots owned by Declarant), nor shall any fractional vote be cast.

(c) Any member who is delinquent in the payment of any charges duly levied by the Association against any Lot owned by such member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.

(d) Members shall vote in person or by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution or upon conveyance by the member of his Lot. A corporate member's vote shall be cast by the president of the member corporation or by any other officer or proxy appointed by the president or designated by the Board of Directors of such corporation, which designation must be in writing.

(e) Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the members, the solicitation of proxies for such elections may be conducted by mail.

Article IV - Common Area Property Rights

Section 1. Description of Association Common Areas.

The Association common areas shall initially consist of the stormwater swales, paths, drainage easements, streets and other areas designated "common area", as shown on the recorded plat. The streets are private and will be subject to maintenance by the Association. The stormwater drainage easements, paths, roadside ditches or swales that have been privately dedicated to the owners of Lots within said Subdivision and their heirs, successors and assigns, for the maintenance of adequate drainage of surface waters within the Subdivision. The Declarant has reserved the right in accordance with these Covenants to assign, lease or transfer or assign the drainage easements and facilities to governmental agencies or third parties for maintenance purposes.

Section 2. Ownership of Association Properties.

The Declarant by the recordation of the Salt Wynd Preserve plat has dedicated the streets within Salt Wynd Preserve Commons to the private use of Lot owners and their guests and invitees, and all Lot owners and their heirs, successors in interest and assigns, and members of the Association shall have the right of enjoyment of the street. The Association shall have the continuing obligation and duty to maintain said streets and roads. Title to the drainage easements located within the Subdivision is vested in the owner of each lot over which such drainage easement runs, but the Association shall have the continuing responsibility to maintain the drainage easements. Title to the roadside swales and drainage facilities shall be assigned to the Association and it shall be the responsibility of the Association to budget for, maintain, repair and replace the same as part of the common areas and in accordance with State and Local rules and regulations.

Section 3. Sidewalks, Paths, Area Lights, Privacy Fences, Entrance Way and Signage.

It shall be the responsibility of the Association to maintain and pay for all utility charges and maintenance expenses associated with any area lights not specifically assigned to a numbered Lot by a utility company, and the Association shall also maintain any privacy fences installed by the Declarant around a portion or all of the Subdivision boundaries or on any portions of the common areas, including the entrance way and Subdivision entrance signs, landscaping, walls, sidewalks, paths and utilities associated therewith.

Section 4. Easements of Enjoyment.

Every Lot owner shall have a right and easement of enjoyment in and to the common area properties and easements granted herein. Each owner may delegate, in accordance with the by-laws, his right of enjoyment to the common areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. Said rights of use and enjoyment shall be subject to the following provisions:

(a) The Association shall have the right to charge dues and assessments for the upkeep and maintenance of Association properties, streets, drainage easements, and other amenities which are the responsibility of the Association herein. Likewise, the Association shall have the right to charge dues and assessments for the construction, maintenance and/or replacement of any improvements on said common areas, and to provide for all types of insurance for the Association and its properties, and the upkeep and maintenance of drainage facilities, paths, sidewalks and other Subdivision amenities.

(b) The Association shall have the right to suspend the right to the use of any Association properties by any member for any period during which any dues or assessments against such member are overdue and unpaid, and for a period not exceeding sixty (60) days for any infraction of rules and regulations established by the Association for the regulation and control of Association properties.

Likewise, the Association shall have the right to fine any member an amount not exceeding \$50.00 for each violation of rules and regulations established by the Association.

(c) The Association by rules and regulations established from time to time shall have the right to provide for the use and enjoyment of common areas and Association properties. This right to the use of Association properties shall extend to members of the Association and relatives of members who reside with and in the house of members, tenants of each member' Lots in the Subdivision so long as the tenancy exist, and contract purchasers of Lots in the Subdivision who reside on the Lot.

Section 5. Title to the Common Area.

The Declarant hereby Covenants that it will convey fee simple title to the common areas shown on the aforementioned recorded plat to the Association, free and clear of all encumbrances and liens, except utility, drainage easements, and easements to governmental authorities, at such time as 90% of the Lots have been sold.

Section 6. Parking and Use Regulations for Boats, Trailers, Etc.

The Association may regulate, prescribe and/or prohibit the parking and use of boats, trailers, motor homes, recreational vehicles, trucks and similar items on the common areas (including the provision of special facilities for which a reasonable charge may be made). No boats, trailers, motor homes, recreational vehicles or trucks shall be parked within the right of way of any street in or adjacent to this development.

Section 7. AE6 Floodplain Disclosure.

A portion of the Property is located within the FEMA flood hazard area known as AE6. Such Flood hazard areas identified on the FEMA Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. It is therefore disclosed that the lots identified within Exhibit D and Exhibit E that are within the AE6 flood hazard area may become flooded as described above including the roads, utility easements and lot areas themselves, which may interfere with traversing over said roads during the flood event. Owners are hereby advised of this caution and to take the necessary preparations in the event of a forecasted flood event to assure the safety of the property and life.

Section 8. Operation and Maintenance of the Stormwater Management System.

The Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by the North Carolina Division of Coastal Management. The Association shall be responsible for such maintenance and operation of all elements of the Stormwater Management System located on common areas and Lots. Any repair or reconstruction of the Stormwater Management System shall be as permitted or, if modified as approved by the North Carolina Division of Coastal Management.

(a) Compliance with Permit Conditions. The Association shall operate and maintain the Stormwater Management System in accordance with applicable permits. The permit conditions may include monitoring and record-keeping schedules and maintenance. The Association shall allocate sufficient funds in its budget for operation and maintenance of the Stormwater Management System and maintenance of any wetland mitigation areas unless and until the North Carolina Division of Coastal Management or other applicable governmental authority ("District") determines that the mitigation area(s) is or are successful in accordance with

any applicable environmental resource permits for the Property. The Association shall be obligated to accept any and all obligations under applicable permits when requested by the Declarant.

(b)Mitigation Areas. The Association shall maintain any areas designated on the Property as wetland mitigation areas. The Association shall comply with all applicable permit conditions for such areas, including monitoring and maintenance of wetland vegetation and replanting of wetland vegetation to meet required survival rates, if necessary. The Association shall also maintain any notices or signage in or near preservation areas if required by the District.

(c)Construction Plans. Each Owner shall be responsible at the time of construction of any Improvement to comply with, and not violate, construction plans for the Stormwater Management System and shall comply with the applicable provisions of North Carolina Division of Coastal Management, et seq., and all other governmental regulations. All Owners shall be responsible for maintaining designed flow paths for side and rear drainage as shown in the permitted plans. If the constructed flow path is disturbed or modified, or if any Owner or Lot is not in compliance with any other provisions of the applicable permit(s) or applicable governmental regulations, the Association shall have the authority to enter the Lot, undertake whatever action may be necessary to bring the Lot into compliance, and pass an Individual Assessment for any associated expenses and damages.

(d)Construction Limitations. No owner of any portion of the Property may construct or maintain any Improvement or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit(s) and recorded Plat of any portion of the Property, unless allowed by applicable permits or approval is obtained from the District.

(e)Vegetation and Buffers.

(a)Wetland Buffers. Wetland Buffers shall be maintained in their natural vegetated condition. Native vegetation removed or destroyed within the Wetland Buffers in violation of the requirements of North Carolina Division of Coastal Management shall be immediately restored at the sole expense of the Lot owner. Such areas shall be replanted with comparable native vegetative species as were removed or destroyed. Noxious, non-native, invasive, and dead plant material may be removed.

(b)Natural Area. The property intention is to maintain the existing, natural vegetation so as to provide privacy to all Lot owners, maintain the natural beauty of the project, while allowing limited speckled view corridors. Each lot has a minimum Natural Area defined that will be regulated in perpetuity as follows.

(a)A landscape plan must be submitted to the Architectural Review Board prior to any construction or modifications to the Lot. The plan shall include an inventory of all existing trees with a trunk diameter of five inches (5) or larger at four feet (4') above grade and all new trees and shrubs to be planted by the applicant. The plan shall include all plantings, street trees and any other landscaping for the entire lot including the Natural Area.

(b)No person shall cut down or destroy any existing trees over five inches (5") in diameter at four feet (4') above grade within the Natural Area until approved by the Architectural Review Board for extenuating circumstances only.

(c) All existing trees required by the approved landscape plan shall be clearly marked with tape or non-permanent spray paint to protect them from damage during construction. The applicant shall be responsible for replacing any such existing trees that are severely damaged and any new trees that do not survive at least two years after planting.

(f) Storm Water System Maintenance. The Declarant has constructed Storm Water System components upon certain Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lots from time to time. The Association shall be responsible for maintenance, operation, and repair of the Storm Water System components on the Lot. Maintenance, operation, and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Storm Water System shall be authorized and any damage to any Storm Water System component, whether caused by natural or human induced phenomena, shall be repaired and the Storm Water System component returned to its former condition as soon as possible at the expense of the Owner(s) of the Lot(s) upon which the Storm Water System component is located. Storm Water System component shall be maintained in accordance with the permitted plans.

(g) Use of Stormwater Management System. No person shall have the right to pump or otherwise remove any water from any Stormwater Management System for irrigation (excepting water stored on the owner's Lot within retention devices) or any other purpose unless an appropriate permit is granted by the District. No swimming is permitted and no boats or other motorized vehicles may be used (unless used by the Association or District for the purpose of inspection and maintenance of the system) in the Stormwater Management System.

(h) Enforcement. The North Carolina Division of Coastal Management shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System.

(i) Limitations on Amendments. Any amendment to this Declaration that alters the Stormwater Management System beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the common areas, must have the prior approval of the North Carolina Division of Coastal Management.

Article V - Covenants for Dues and Assessments

Section 1. Monthly Assessments for Maintenance Fund.

For each Lot owned within Salt Wynd Preserve, each owner Covenants and agrees, and each subsequent owner of any such Lot Covenants and agrees, that by acceptance of a deed therefor whether or not it is so expressed in such deed, that the owner will pay to the Association the assessments and charges provided for in this Declaration.

(a) Every owner of a Lot in the Subdivision by the acceptance of a deed to the same, which shall be conclusively evidenced by the recording of a deed in the office of the Register of Deeds Covenants and agrees to pay to the Association such annual dues and assessments for maintenance and upkeep of Association properties, capital improvements and the construction of improvements and facilities on or to Association properties, and the administration of properties and facilities assigned to the Association for operation and management, as may established from time to time by the Board of Directors and membership of the Association. Such dues

and assessments together with interest at the legal rate of interest, costs and reasonable attorney's fees if the dues and assessments remain unpaid, shall be a continuing lien on each Lot against which said assessment is made until paid in full. Said dues and assessments shall also be the personal obligation of the owner of each Lot at the time the dues and assessments become due, and the personal obligation shall not pass to a successor in title unless expressly assumed by the successor. However, said dues and assessments shall be a lien on said Lot and a sale or transfer of any Lot shall not affect the lien for unpaid dues or special assessments against said Lot.

(b) The dues and assessments shall be used exclusively for the purpose of maintaining and improving Subdivision roads, drainage ditches and easements, the maintenance and upkeep of Association properties, the construction of improvements and facilities thereon, the upkeep, maintenance, operation and management of properties or facilities owned, leased to or assigned to the Association in accordance with these Covenants, as well as the upkeep, maintenance and replacement of equipment, improvements in facilities thereon, and generally for the promotion of the recreational, health, safety and welfare of the membership. Additionally, the dues and assessments may be used for acquiring all types of property, casualty and liability insurance for the Association, and the dues and assessments may be used to fund any of the activities, powers and authority of the Association as the Association is authorized to do as a non-profit owners' association.

(c) The Declarant shall have no obligation to pay dues and assessments for unsold Lots. As a Lot is sold in the Subdivision, the Declarant shall collect from each purchaser two months' assessments and dues at its then current rates as working capital which shall be paid to the Association, and the Declarant shall notify the Association as to the name and address of each purchaser. The obligation to pay dues shall commence as to all members purchasing Lots on the date the deed to the Lot from the Declarant shall be recorded.

Section 2. Maximum Monthly or Annual Assessments.

The Board of Directors is authorized to assess and collect its regular dues and assessments on either a monthly, quarterly, semi-annual, or annual basis. Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessments shall be \$XXX per Lot, per year pending further notification from the Association.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than twenty (20%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above twenty (20%) percent by a majority vote of the members of the Association who are voting either in person or by proxy, at a meeting duly called for said purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 3. Special Assessments.

Special Assessments are assessments levied against all Owners proportionately to pay for unanticipated operating expenses, unanticipated maintenance, repair, or replacement of Association Property for which adequate reserves have not been collected, or to pay for any other unanticipated, unbudgeted monetary obligation of the Association.

Section 4. Individual Assessments.

Individual Assessments are assessments levied against a particular Lot owner and Lot for the purposes otherwise stated in the Governing Documents.

Section 4. Notice and Quorum for any Action Authorized Under Sections 2 and 3 Above.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 or 3 above shall be sent to all members not less than ten (10) days nor more than twenty (20) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one (51%) percent of all the votes of the membership of the Association who are eligible to vote shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Non-Payment of Assessments.

Any member failing to pay the annual, quarterly, monthly or special assessments and dues or any fees or charges authorized by the Association within a period of thirty (30) days after the billing thereof, shall be deemed to be in default. The Board of Directors shall cause to be filed in the Office of the Clerk of Superior Court or in the office of the Register of Deeds of Carteret County an instrument suitable for recordation which shall set for the name of the owner, the Lot description, the amount of the assessment, the date the assessment was due, and the fact that the Board of Directors has given the owner notice of said assessment and said owner has failed to pay said assessment. In addition to the assessment so stated, all amounts necessary for the collection of said assessment, including, but not limited to mailing costs, recording costs, and a reasonable attorney's fee incurred for the collection thereof, together with interest at the legal rate of interest, shall constitute a lien against said Lot and shall be due and payable from the delinquent owner.

Following the recordation of said lien, the Board of Directors is authorized to institute an appropriate action in a court having jurisdiction over the subject matter and the parties in order to collect the assessments, interest, costs and attorney's fees from the owners and in order to effect a sale of the property to satisfy the lien for the delinquent assessments and expenses.

Section 6. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. Likewise, the sale or transfer shall not relieve the Lot owner from personal liability therefrom.

Section 7. Suspension or termination of voting rights.

In addition to any other rights the Association may have with regard to non-payment of assessments and dues, the payment of any assessments levied by the Association shall be a prerequisite to the exercise of any voting rights earlier provided for herein and for serving on the Board of Directors of the Association. Any member failing to pay the assessments or dues on his Lot so that the same thereafter become delinquent, shall be deemed ineligible to vote at any annual or special meeting of the membership and shall be deemed ineligible to serve on the Board of

Directors or as an officer of the Association so long as said delinquency continues.

Article VI - Architectural Control, Inspection and Use Restrictions

Declarant shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the Architectural Review Committee, which, upon appointment by the Board of Directors, shall assume and be responsible for enforcement. References in this Article to "Committee" shall mean Declarant until the Committee is appointed and references to "Declarant" shall include the Committee once it is appointed. The following architectural restrictions shall apply to each and every Lot now or hereafter subject to this Declaration:

Section 1. General Theme, Approval of Plans and Architectural Review Committee.

(a) Town of Beaufort subdivision requirements. Attached as Exhibit C are the requirements and conditions imposed by the Town of Beaufort as a condition of approval of this development. All design and construction of a dwelling on any Lot shall be required to adhere to and comply with the architectural requirements.

(b) Declarant has established as the general architectural theme and building design for the subdivision a coastal maritime and/or farmhouse design consisting primarily of clapboard siding, porches, pitched roofs and the like. Houses and residential structures of a contemporary design or era as well as houses constructed with flat roofs will be prohibited. Nothing herein shall be construed as dictating the type or quality of siding materials used so that hardiboard, wood, cedar shake and similar sidings will be allowed. Metal Roofs and architectural shingles are encouraged and may be required by the Committee. It is the Declarant's intent that specified architectural styles or designs be followed using materials as specified by the Committee or guidelines adopted, promulgated and enforced by said Committee. The Committee has the right to approve and specify materials that will be allowed and to specify and prohibit materials that will not be allowed, and to formulate guidelines for owners preparing to build residential structures.

(c) No site preparation or initial construction, erection, or installation of any improvements, including, but not limited, to residences, outbuildings, landscaping, driveways, Lot clearing, fences, walls, signs, antennas and other structures, shall be undertaken upon the Lots unless the plans and specifications therefor, showing the nature, kind, shape, size, height, materials, and location of the proposed improvements on the Lot, including but not limited to, the house, decks, garage, driveways, parking areas, plants, shrubs, trees (including trees to be removed), wetland areas to be disturbed, and any other permanent structures or changes to be made to the Lot, shall have been first submitted to the Committee and expressly approved in writing. No subsequent alteration or modification which will result in an exterior, structural change to the residence, outbuilding, or significant changes to the landscaping may be undertaken on any of the Lots without the prior review and express written approval of the Committee.

(d) In the event the Committee fails to approve or disapprove the site or design of any proposed improvements within sixty (60) days after plans and specifications have been submitted and received, approval will not be required, and the requirements of this Article will be deemed to have been fully met; provided, that the plans and specifications required to be submitted shall not be deemed to have been received by the Committee if they contain erroneous data or fail to present adequate information upon which the Committee can arrive at a decision.

(e) The Committee and its representatives shall have the right, at its election, to enter upon any of the Lots during site preparation or construction, erection or installment of improvements, to inspect the work being undertaken and to determine that such work is being performed in conformity with the approved plans and

specifications an in a good and workmanlike manner, utilizing standard industry methods and good quality materials.

(f) The approval of any such plans, specifications or other items submitted to the Committee pursuant to this Article shall not impose any liability or responsibility on the Committee or the Association with respect to either the compliance or non-compliance with any such plans, specifications, or other items (including any improvements or structures erected in accordance therewith) with applicable zoning ordinances, building codes or other governmental or quasi-governmental laws, ordinances, rules and regulations or defects in or arising from such plans, specifications or other items (including, without limitation, defects relating to engineering matters, structural and design matters and the quality or suitability of materials).

(g) For so long as Declarant is a class B member of the Association, or until such time as the Declarant notifies the Board of Directors in writing of its desire to have the Association elect the members of the Committee, the Declarant shall serve as the Committee, and shall exercise the authority to approve plans and other matters set forth in this article. After Declarant divests itself of all Lots within the property, or so notifies the Association in writing, the Committee consisting of as many members as it chooses shall be appointed by the Board of Directors to serve for a term of one year or until their successors have been duly appointed in the event of the death, resignation or removal by the Board of Directors of a member of the Architectural Review Committee.

(h) With the submission of the plans and specifications, the owner shall pay a non-refundable architectural review fee to the Declarant in such amount as may be established from time to time by the Declarant for the review of the plans and specifications, so long as the Declarant is acting as the Committee, and thereafter shall pay to the Board of Directors such fee as may be approved from time to time for architectural review of the plans and specifications by the Committee.

(i) Basis for Denial of Plans. The Committee may base its denial upon purely aesthetic reasons so that the decision is arbitrary. Each Lot owner should meet with a representative of the Committee prior to submission of plans and the incurring of expenses in order to be informed and receive the architectural guidelines and the requirements for approval.

(j) Architectural Guidelines. The guidelines shall be initially established, enforced and amended from time to time by the Declarant, and thereafter by the Committee after the Committee is appointed by the Board of Directors. At such time as the Board of Directors appoints members to the Committee, then the Board of Directors shall be the only agency under these Covenants that may amend the guidelines and such change or amendment shall require 75% approval of the full Board of Directors.

Section 2. Use Restrictions.

(a) All numbered Lots shall be used for single family residential purposes only. No structures shall be constructed, altered, placed or permitted to remain on any Lot in the Subdivision unless the same is a single-family residence.

(b) Mobile homes, recreational vehicles, trailers, manufactured homes, modular homes, tents and all other structures of a temporary character are expressly prohibited from being placed, put or maintained on any Lot at any time. Provided, this prohibition shall not apply to shelters used by a contractor or builder during the construction of a single-family dwelling so long as said temporary shelter is not used at any time as a resident and said temporary shelter is immediately removed following completion of the dwelling. As used herein, the term "mobile home" and "manufactured home" shall have those definitions and meanings set forth

in N.C. G.S. 41-2.5, N.C. G.S. 143-143.9(6), and N.C. G.S. 143-145(7). Provided, that the width and length of a manufactured home, or mobile home shall be irrelevant and inapplicable as it is the intent of these Covenants to prohibit manufactured homes, modular homes and mobile homes of all sizes regardless of length or width.

(c) Only on-site stick built detached single-family homes first submitted to and approved by the Architectural Review Committee shall be permitted on any of the Lots within the Subdivision. A "modular" home which is defined herein as a prefabricated structure having floors, walls, ceilings, or roof composed of Articles or panels of varying size which have been fabricated prior to erection on a building foundation, may only be approved after the thorough review by the Architectural Review Committee to verify that the structure and aesthetics meet or exceed on-site stick built quality. Nothing herein shall prohibit pre-assembled and manufactured floor trusses, unfinished wall panels, or window or door components from being used. Pre-assembled and manufactured roof trusses are prohibited unless specifically approved by the Committee. No buildings or structures of any kind shall be permitted on any Lot within the Subdivision unless first submitted to and approved in advance by the Architectural Review Control Committee.

(d) All fuel tanks or similar storage receptacles are prohibited from being exposed to view and shall be buried underground if possible, or such receptacles may be installed only within the main dwelling house, within a permitted accessory building, or within a screened area. Provided, the Declarant shall be permitted to erect, place or permit the placement of tanks, equipment and other apparatus within the Subdivision for uses related to the provision of sewage, water and other utilities to the Subdivision.

Section 3. Minimum Building Requirements.

No residential structure shall be constructed on any of the residential Lots within the Subdivision unless the residential structure shall contain the minimum square feet of enclosed dwelling area prescribed for such residential structure. Each residential structure shall contain a minimum of 1500 square feet of enclosed dwelling area. As used herein the term "enclosed dwelling area" shall mean the total enclosed heated area within a dwelling, excluding garages, terraces, decks, unenclosed porches, and similar areas. In the event the Declarant specifies a higher minimum square footage of enclosed dwelling area in deeds to purchasers of Lots within the Subdivision than as set forth in this Section, then the higher minimum square footage figure set out in the deed shall be controlling and shall be complied with.

(a) No building shall be erected or allowed to remain on any Lot in said Subdivision within 30 feet of the street abutting the front of each Lot or within 15 feet of any sideline of each Lot, within 10 feet of any side street, or within 25 feet of the rear Lot line, or as said setbacks may be shown on the recorded maps of the Subdivision, whichever is the greater amount of setback. Outbuildings other than the primary structure shall meet the zoning ordinance setback requirements. If due to topography, irregular Lot shape or similar factors directly related to other Lots within the Subdivision, the setbacks herein would create a hardship or burden on an owner, upon written application to the Committee, the Committee is authorized to vary said setbacks the minimum amount necessary in order to provide for a suitable and aesthetically pleasing structure on the subject Lot. However, any such variance by the Committee would be subject to prior approval by the Town of Beaufort or other governmental agency having authority over the issuance of building permits and enforcement of Subdivision or zoning setback requirements.

(b) The exterior of all houses and other structures must be completed within twelve (12) months after construction is commenced, except under such circumstances where such completion is impossible or would result in great hardship to the owner or

builder due to strikes, fires, national emergency or natural calamities. No house may be occupied unless it has been built substantially in accordance with the approved plans and specifications as approved by the Committee and a certificate of completion has been issued by the appropriate governmental inspector. During all periods of construction, the Lot owner shall be responsible for providing suitable receptacles for debris, trash, building materials, and the like, and shall be responsible for insuring that trash and debris from construction activities does not move to or accumulate on adjoining properties, the Subdivision streets or roads, or common areas. Additionally, each Lot owner shall be responsible for the damages to Subdivision roads, utilities, and vegetation within the common areas, on adjoining Lots, or within the Subdivision roads and utility easements, as may be caused by the acts or omissions of each Lot owner's contractors, subcontractors, material suppliers, agents or employees.

(c) Each Lot owner shall provide receptacles for garbage and trash in a screened area not generally visible from the road giving access to the premises, and the Declarant and/or Association may require the purchase and use of uniform specified roll-out containers meeting the requirements of the Town of Beaufort or contractor providing trash pickup services. All fuel tanks shall be underground if possible, or otherwise screened, and wood piles shall be enclosed within a fence, wall or plant screen so that the same shall not be visible from any street or residence in the Subdivision. All mailboxes and the house or street numbering system and identification letters shall be uniform as approved and specified by the Architectural Review Committee and Declarant.

(d) Each Lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said Lot and automobiles shall not be parked on the streets within said Subdivision, except for special events approved by the Association.

(e) Each Lot owner may be permitted, if approved by the Architectural Review Committee, the right to build, erect or maintain either a detached garage or one additional detached structure if the garage is attached to the main dwelling. Any detached structure to be used as a cabana or gazebo shall not exceed one story in height, and any detached building used as a garage shall not exceed one and a half stories in height. No detached building shall be used for any activity normally conducted as a business. Any cabana or gazebo shall be so located where the same does not interfere with the view of adjoining Lot owners as determined by the Architectural Review Committee. All detached buildings shall be prohibited from being constructed prior to the construction of the main dwelling, and all detached buildings shall comply with all setback requirements set forth herein for the main dwelling. Every detached building shall be built of the same quality and type of materials and so designed as to be compatible with the main dwelling house located on the same Lot. All detached buildings shall be located no closer to the street on which the Lot fronts than the detached single-family dwelling located thereon.

(f) A minimum of 50% of the Lot area (including areas within easements which may require clearing) shall be set aside and preserved in order to reduce the amount of stormwater run-off and destruction of existing vegetation, herein known as "Natural Area". Each Lot owner shall be prohibited from cutting, killing, or otherwise providing for the removal either directly or indirectly of any tree on any Lot within the Subdivision exceeding four inches in diameter except for any tree or vegetation not within the Natural Area as may be required for the proposed improvements on the Lot, or suitable safety zone around the same, or driveway or view corridor, without the prior written approval of the Architectural Review Committee. Additionally, each Lot shall comply with the maximum amount of impervious surface allowed on each Lot herein know as Built-upon Area and contemplated in Exhibit D. Each Lot owner may only clear a 16' wide pervious driveway within the 30' front setback of the lot. The Architectural Review Committee is authorized to allow the cutting or removal of trees that are diseased

or damaged, or constitute a potential damage to structures, automobiles or persons on the subject Lot or adjoining Lots. The Committee shall be guided by the intent of the Declarant herein that existing vegetation within the Natural Area be protected.

(g) Clothes lines and television satellite disks exceeding twenty-four (24) inches in diameter are expressly prohibited. Any television satellite disk meeting the requirements of not exceeding 24 inches in diameter shall additionally be installed at a location to the rear of the main dwelling and screened appropriately with fencing or vegetation so that the same may not be seen or observed from the Subdivision street on which the Lot fronts.

(h) The pickup of garbage, trash and refuse shall be in accordance with such rules and regulations as may be established from time to time by the Salt Wynd Preserve Owners' Association, Inc. and the Town of Beaufort and the Association and/or Town may require the purchase and use of rollout containers.

(i) All driveways leading from the Subdivision road to the dwelling and/or structure located on said Lots shall be constructed of a pervious material as approved by the Architectural Review Committee. The layout of driveways so that the structures are hidden from the Subdivision road is highly recommended.

(j) No campers, boats, recreational vehicles or commercial trucks shall be parked at any time on any Lot unless the same is enclosed within a garage or accessory building which has been approved by the Architectural Review Committee.

(k) The only permitted access to each Lot from the Subdivision streets shall be over a driveway constructed over the drainage ditching and swales along the Subdivision roads which conforms to the slope of the existing swale. No Lot owner shall fill in or alter any of the drainage system, ditches or swales of the Subdivision without the written approval of the Declarant.

(l) No wire or chain link fencing is permitted on any Lot or portion thereof. All other fencing materials shall be approved in advance by the Architectural Review Committee before being used or installed, and no fencing of any type shall be erected, placed or allowed to remain on the front Lot line or street side of any Lot unless the location, appearance and type of construction is first approved by the Committee.

(m) Permanent above ground swimming and wading pools are prohibited. Portable "kiddie" pools are permitted.

(n) An elevator located on the exterior of a house and visible from the street or adjoining Lots is prohibited.

Section 4. Nuisances, Inoperable Vehicles, Etc.

(a) No unserviceable motor vehicles, appliances or other assorted junk and useless materials may be kept on any Lot. All Lots shall be maintained free and clear of rubbish and debris.

(b) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood. No horses, fowl, livestock or other animals shall be allowed on any of the Lots without prior approval and in accordance with Town of Beaufort restrictions, except that Lot owners actually residing upon their Lots may keep pets which are customarily domesticated, tame and considered house pets such as dogs, cats and birds. Pets will be on a leash and under the owner's control at all times.

(c) All buildings, structures and their appurtenances as well as the landscaping, sodding and appearance of each Lot including vacant Lots shall be maintained in a reasonable state of repair and aesthetically pleasing in appearance without unsightly weeds and similar conditions. In the event of damage to a building or other structure by fire or other casualty, the exterior of a building or structure shall be repaired within six (6) months or the building structure shall be demolished and the premises cleared of debris within six (6) months of the date the damage occurred. In the event a Lot owner fails to comply with the requirements of this paragraph and written notice is given by the Declarant or Board specifying manner of default by the owner and the owner thereafter fails to correct the conditions, the Declarant and Board may cure default by having the conditions corrected and the costs of the same may be assessed as a lien against the Lot and the Lot owner, and the lien may be enforced in the manner as set out in Article V above.

Section 5. Signage and Political Signs.

Without the prior written permission of the Architectural Review Committee, no sign of any character shall be displayed on any Lot except for a property identification sign not exceeding two square feet, and "for sale" signs not exceeding three square feet in size each that may only be placed by the Declarant. All signs must be professionally designed and built so that the appearance of signage is uniform. Nothing herein shall prohibit the Declarant from erecting, placing or maintaining such signs as may be deemed necessary or appropriate by the Declarant for carrying out the Declarant's identification and marketing of the Subdivision. Political signs may be displayed not earlier than 45 days before the day of the election and not more than 7 days after the election for which the signs are directed, and the Association Board may regulate the size and number of such signs that may be placed on an owner's Lot so long as the rules are not more restrictive than the Town of Beaufort's restrictions regarding the size and number of political signs on residential property. The Board shall adhere to the requirements of NCGS 47F-3-121, as amended with regard to such regulations.

Section 6. Subdividing.

Except as to any Lot still owned by the Declarant, no Lot shall be further subdivided, or its boundary lines changed, except with the prior written consent of the Declarant. Likewise, no Lot shall be used as a street, road, lane, way or easement over which access may be obtained from a Salt Wynd Preserve Subdivision Lot to adjacent properties without the specific written consent of the Declarant. In the event the Declarant hereafter determines it necessary to alter or change any boundary lines or Lot, then a revised plat of said Subdivision or Article thereof subject to the alteration or change shall be recorded, and all such Lots thereon shall be subject to the terms and conditions of these Covenants.

Section 7. Lot Re-combinations.

In the event an owner owns two adjoining Lots and builds one residential structure thereon so that an additional primary residential structure may not be constructed thereon, so that the owner effectively combines two Lots into one Lot, then the owner upon application to and approval by the Board of Directors, may be permitted to pay dues and assessments for only one Lot. Upon such approval by the Board of Directors, thereafter binding on future boards and the Owner's Association, the Lot owner's vote at any special or annual meeting shall be reduced from one vote per Lot to one total vote, and the minutes, records and membership list of the Association shall be so amended. Any further division of the recombined Lots thereafter or the sale of one or more parts of either Lot for future development will thereafter void such approval and the Board is thereafter authorized to collect dues and assessments for each Lot owned and the vote of the Lot owner shall be restored to one vote per Lot.

Section 8. Stormwater Restrictions on Built-Up Area and Related Restrictions.

In order to comply with the rules and regulations of the North Carolina Division of Coastal Management and other state agencies with regard to stormwater runoff and the State Stormwater Management Permit XXX as issued by the Division of Water Quality under NCAC-2H-10005, and to meet the Town of Beaufort's maximum impervious Lot coverage requirements under its ordinances, each owner of a Lot shall be restricted to maintain the Natural Area when clearing the Lot and constructing and using as "built-upon" area not more than the specified square footage of impervious coverage of each Lot within its boundaries as herein specified in Exhibit D, inclusive of that portion of the right-of-way between the front Lot line and the edge of the pavement, including structures, pavement (asphalt, concrete, gravel, brick, stone, slate and coquina) but not including raised, open wood decking or the water surface of swimming pools. "Built-upon area" is defined as that portion of a residential Lot that is covered with impervious or partially pervious cover including buildings, pavement, recreation facilities, etc., but not including open decking. The square footage per Lot as described in Exhibit D shall be the maximum built-upon area allocated to each Lot in the subdivision and any request for additional built-upon area in excess of the permitted amount will require an allocation from any remaining built-upon area available to the Property. For those Lots which contain CAMA's Area of Environmental Concern area, only the improvement(s) described in Exhibit will be permitted by the Committee and whereas DCM may calculate a different maximum Lot built-upon area, the governing Lot BUA shall be the more restrictive of the two numbers.

All runoff from built-upon areas on the Lot must drain into the permitted storm water system either through roof drain gutters, or grading the Lot. The State of North Carolina and the Town of Beaufort are third party beneficiaries to the provisions of this paragraph and may enforce the same through proceedings, in law or in equity. The filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the Subdivision except for average driveway crossings, is strictly prohibited by any owner, Declarant or third-party person, firm or corporation.

Section 9. Compliance with Environmental Regulations.

The stormwater detention swales, drainage facilities, roads, utilities, Areas of Environmental Concern, common areas and other properties within the Subdivision shall be maintained at all times in a manner consistent with all town, state and federal agencies, and the State of North Carolina and the Town of Beaufort shall have standing to enforce the provisions of these Covenants with regard thereto. Any individual or entity found to be in noncompliance with the provisions of the stormwater management permit or the requirements of the stormwater rules is subject to enforcement procedures as set forth in Chapter 143, Article 21, North Carolina General Statutes. Alteration of the drainage as shown on the approved plans may not be undertaken without the concurrence of the Division of Water Quality.

Section 10. Wetlands.

Declarant has caused to be shown and delineated on a wetlands survey plat (herein wetlands survey) all wetland areas. All of the Properties subject to this Declaration shall also be subject to the special provisions herein relating to wetlands. Declarant shall have the authority and right to restrict and prohibit any future filing or other detrimental activities in the wetland areas which presently exist within the identified areas of the Property. Accordingly, all wetlands shown and delineated on the wetlands survey shall be maintained in perpetuity in their natural or mitigated condition unless written permission or consent is secured from Federal and/or State Agencies. No person or entity shall fill, grade, excavate, or perform any other land disturbing activities; nor cut, remove, or harm any

vegetation; nor construct any structures, nor allow animal grazing or watering or any other agricultural use on such conservation area, except with prior written consent. Benign structures, such as pile-supported walkways and/or docks, are allowed on Lots herein specified in Exhibit D and may be permissible only after reviewed and written consent is provided by the U.S. Army Corps of Engineers to the Owner and the Architectural Review Committee. This covenant may be enforced by both the State of North Carolina and the United States of America. These covenants and conditions are to run with the Property and shall be binding on the Declarant and all future owners of Lots and all parties claiming thereunder.

This Article shall not be amended or modified without the express written consent of the U.S. Army Corps of Engineers, Wilmington District.

Section 11. Rentals.

Only long-term rentals for periods of not less than three (3) continuous months of Lots and houses thereon shall be allowed. Rentals for periods less than three (3) months duration is prohibited.

Section 12. Vehicle Use.

The Association may regulate the type of vehicles that are used on the Subdivision's streets. Dirt bikes, mopeds and go-carts are prohibited. All golf carts must be driven by a licensed driver.

Section 13. Exclusive Right to Sell.

Until such time as described in Section 2a(2) when Declarant has converted its' remaining Class B shares into Class A shares, the Declarant shall have the exclusive right to list and sell all Properties with the Project. Each owner Covenants and agrees, and each subsequent owner of any such Lot Covenants and agrees to this section.

Section 14. Recreational Amenities.

Parks, recreational amenities and other common areas and facilities assigned to, purchased, or otherwise provided for by the Association for the use and enjoyment of members of the Association are provided on a first come, first serve basis for the sole use of Owners and their guests. At no time may these facilities be used by people outside of the Association at the invitation of Owners and/or their guests. The Committee may draft and enforce additional restrictions regarding these areas as may be required. Use of these facilities are a privilege and not a right of Owners within the Association if said Owner abuses said privilege, destroys common area property and/or monopolizes its use. All Owners and their guests waive all liability to the Association during their use of the common areas and facilities.

Article VII - Easements

Section 1. Utility Easements.

The Declarant reserves unto itself a perpetual, alienable and releasable easement and right-of-way on, over, under, through and upon the ground with men and equipment to erect, maintain, and inspect, repair and use electric and telephone poles, wires, cables, conduits, sewers, water mains and pipes and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewage, water and community utilities or conveniences in and over the front fifteen feet of each Lot and five feet along one side line of each Lot and such other areas as may be shown on the recorded map of the Subdivision, together with the right to cut drainways for surface water whenever action may appear to the Declarant to be necessary in or to maintain reasonable standards of health, safety and appearance.

These easements and rights-of-way expressly include the right to cut trees, bushes or shrubbery, grading of the soil, or to take similar actions reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Declarant further reserves the right to assign said easements to one or more public or private water and/or sewer utility companies for service to each Lot in the future. The Declarant further reserves the right over the front fifteen feet of each Lot for sidewalk infrastructure.

Section 2. Street Lighting.

The Declarant reserves the right to subject the real property in this Subdivision to a contract with the utility company serving the property for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to the applicable electrical utility company by the owner of each lot or the Association.

Section 3. Drainage Easements.

Each Lot owner shall keep free and clear any and all drainage easements shown on the recorded map of the Subdivision, and each owner shall in no way obstruct, block or impede the flow of water through said drainage easements. In the event any Lot owner should obstruct, block or impede the flow of water through said drainage easements or allow said obstruction or blockage to remain so as to impede the flow of water, then the Declarant, Association of property owners, or one or other property owners within the Subdivision shall have the right to clear said drainage easements and to recover from the party responsible the cost of said clearing if said obstruction or blockage were the results of deliberate acts or negligence of the responsible party. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the North Carolina Division of Water Quality.

Section 4. Subdivision Identification Signs.

The Declarant reserves the right to place gates, signs, fencing, brick or stucco walls, or other appropriate structures identifying Salt Wynd Preserve Subdivision within the subdivision as well as one or more areas adjacent to or in close proximity to the intersection of all public access roads so as to identify said Subdivision and to protect the privacy and well-being of owners and residents. In the event any part of the walls, fencing or structures encroach onto any Lot, said encroachment may continue and the Declarant reserves the right to go on, over, under, through and upon the ground of such portion of the Lots as may be necessary in order to make repairs or alterations to said walls and signs.

Section 5. Stormwater Swales and Drainage Easements.

The recorded plat indicates stormwater swales, open spaces and drainage easements for the movement of stormwater. These facilities are privately dedicated to the owners of Lots within the subdivision for the placement and drainage of stormwater and it shall be the responsibility of the Association to maintain the drainage facilities, to clean out the same from time to time, to provide for and pay utility costs associated with operation of the same, and to assume all costs of operation and management of the same. The Association shall be obligated to establish a time schedule for permanent maintenance of the pond and drainage facilities in accordance with State of North Carolina and Town regulations, and to submit reports as required for management and operation of the same. Declarant at such time as management of the Association is turned over to the membership will transfer and convey said easements and areas to the Association.

Article IX - Covenants Run With the Land Rights of the State of North Carolina and Town of Beaufort

These Covenants and restrictions shall run with the land and inure to the benefit of the Lot owners for a term of twenty-five (25) years from the date this Declaration is recorded. Thereafter, said Covenants shall be automatically renewed and extended for successive periods of ten (10) years each. These Covenants and restrictions may be amended by an instrument executed by owners of Lots equaling or exceeding two-thirds of the Lots within said Subdivision. Any amendment adopted pursuant to this Article. must be properly recorded.

The State of North Carolina and the Town of Beaufort are made beneficiaries of these covenants to the extent necessary to maintain compliance with the stormwater maintenance permits issued in conjunction with this subdivision. The Covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality, and the Town of Beaufort.

Article X - Violations

In the event of a violation or breach of any of these Covenants by any Lot owner or other person, the Declarant, Owners' Association or any one or more owners of Lots in the Subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions set forth herein and to prevent the violation or breach of these Covenants, and to recover damages as compensation for a breach or violation of these Covenants. Any failure to enforce any right, reservation, or conditions contained in these Covenants, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

Article XI - Invalidation

The invalidation by a court or other public agency of any of the provisions of these Covenants shall not in any way affect any of the remaining provisions, and the same shall remain in full force and effect.

Article XII - Initial By-Laws of Salt Wynd Preserve Owners Association, Inc.

The initial by-laws adopted by the Board of Directors of said Association are set forth on Exhibit A to these Restrictive Covenants. All owners of Lots and the guests, families and invitees of regular members, shall be bound by and fully comply with the by-laws of said Association as well as the Articles of Incorporation of said Association attached as exhibit B. The Association shall have the authority to adopt amendments to the by-laws governing the business and affairs of the Association from time to time in the manner and procedures prescribed by the by-laws and Articles of Incorporation. The by-laws set forth the organization of the Board of Directors and officers, the time and manner of meetings of the Association, quorum and voting procedures, and other rights, powers, responsibilities, duties and obligations of the officers, directors and members of the Association.

The Association shall further have the authority to adopt from time to- time rules and regulations regarding the duties and responsibilities of the Association and its individual members with regard to the use, enjoyment, maintenance, ownership, upkeep and maintenance of Association properties and the purposes of the Association.

In witness whereof, the Declarant has executed this instrument on the day and year first above written.

BEAUFORT AGRIFOOD DEVELOPMENT, LLC

By: _____

Member Manager

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, _____ a Notary Public, in and for said County and state, do hereby certify that Beth Clifford Member Manager for Beaufort Agrihood Development, LLC, personally appeared before me this day and acknowledge the due execution of the foregoing instrument for and on behalf of Beaufort Agrihood Development, LLC and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and on behalf of the limited liability company.

Witness my hand and official seal or stamp this the day of XXX, 2021.

Notary public

My commission expires:

EXHIBIT A
By-Laws of Salt Wynd Preserve Owners Association, Inc.

Lot	Gross Lot Area	Building Envelope	Natural Area (minimum)	Built-upon Area (maximum)	Building within Area of Environmental Concern	AE6 Floodplain
1	21,571	9,527	10,786	4,000	N/A	No
2	20,239	10,248	10,120	4,000	N/A	No
3	20,180	10,197	10,090	4,000	N/A	Yes
4	21,413	9,355	10,707	4,000	N/A	Yes
5	24,421		12,211	4,000	N/A	Yes
6	20,441		10,221	4,000	N/A	Yes
7	23,493		11,702	4,000	N/A	No
8	22,740		11,370	4,000	N/A	Yes
9	21,593		10,757	4,000	N/A	Yes
10	22,237		11,119	4,000	N/A	Yes
11	22,518		11,259	4,000	N/A	Yes
12	21,289		10,645	4,000	N/A	Yes
13	23,089		11,545	4,000	N/A	Yes
35	22,881		11,441	4,000	Yes	Yes
36	21,118		10,559	4,000	Yes	Yes
37	29,706		14,853	4,500	Yes	Yes
38	32,042		16,021	4,500	Yes	Yes
39	24,394		12,197	4,000	Yes	Yes
40	29,944		14,972	5,000	Yes	Yes
41	25,402		12,701	5,000	Yes	Yes
42	27,098		13,949	5,000	Yes	Yes
43	50,263		25,132	6,500	Yes	Yes
44	34,128		17,064	5,000	Yes	Yes
45	38,210		19,105	5,000	Yes	Yes
46	30,455		15,228	4,500	Yes	Yes
47	29,423		14,712	4,500	N/A	Yes
48	29,148		14,574	4,500	N/A	Yes
49	20,698		10,349	3,500	N/A	Yes
50	23,075		11,538	3,500	N/A	No
51	21,923		10,962	4,000	N/A	Yes
52	21,078		21,078	4,000	N/A	Yes
53	54,092		27,046	5,000	N/A	Yes
54	36,301		18,151	4,000	N/A	No
55	38,728		19,364	4,000	N/A	No
56	25,189		12,595	3,500	N/A	No
57	56,584		28,292	4,500	N/A	No
58	31,805		15,903	4,000	N/A	No
59	29,383		14,692	3,500	N/A	No
60	21,739		10,870	3,500	N/A	No
61	25,145		12,573	3,500	N/A	No
62	22,312		11,156	3,500	N/A	No
63	20,245		10,123	3,500	N/A	No
64	20,484		10,242	3,500	N/A	No
65	20,314		10,157	3,000	N/A	No
66	22,166		11,083	4,000	N/A	No
67	27,109		13,555	4,000	N/A	No
68	27,645		13,823	4,000	N/A	No
Non-Residential	9,054			0		
ROW	104,033			0		
Total	1,389,248			194,000		

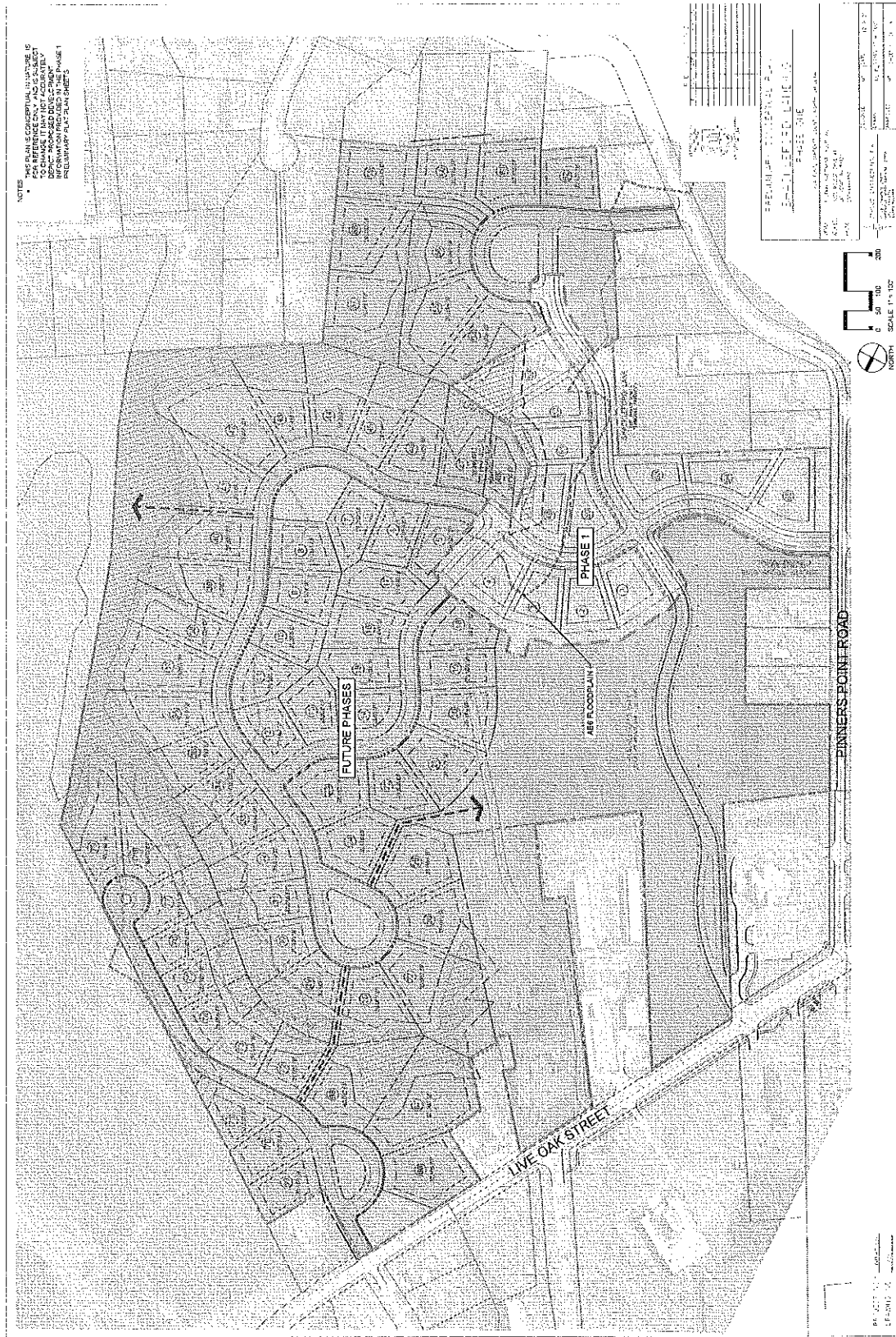
EXHIBIT B
Articles of Association of Salt Wynd Preserve Owners Association, Inc.

EXHIBIT C
Subdivision Restrictions imposed by the Town of Beaufort

EXHIBIT D
Lot Specific Requirements and Restrictions (in square footage)

- ¹ Gross Lot Area minus setbacks
- ² Synonymous with Impervious Coverage
- ³ Parks and non residential use

EXHIBIT E
FEMA AE6 Floodplain





January 21, 2022

Beaufort Agrihood Development, LLC
312 Hendrick Street
Beaufort, North Carolina 28516

Attn: Ms. Beth Clifford

Re: Revised Report of Soil Subgrade Investigation
Proposed Shackleford Landing Agrihood
Live Oak Street and Pinners Point Road
Beaufort, North Carolina
Terracon Project Number 72221001

Dear Ms. Clifford:

Terracon Consultants, Inc. is pleased to submit this Report of Soil Subgrade Investigation for the above referenced site. This assessment was performed in accordance with Terracon Proposal Number P72221001, dated January 5, 2022. It is our understanding that the work is required to assist with the design of pavements for the proposed subdivision, which may include permeable pavements. This report discusses the fieldwork performed, the laboratory tests assigned, the results of these tests and a short discussion of our findings.

1.0 FIELD EXPLORATION

The field exploration was performed on January 7, 2022. Four locations were designated for testing in accordance with a drawing provided by Stroud Engineering. The test locations, along the proposed street alignments, were located in the field using a hand-held GPS. The soil subgrade was explored by advancing hand auger borings for the purpose of determining the Seasonal High Water Table (SHWT) and to obtain representative soil samples for laboratory testing. At the time of our site visit, the site was a combination of open fields and thickly wooded areas. Paths had been cut through the wooded portions of the site that allowed for easier access.

A composite soil sample from Test Locations 1, 3 and 4 was obtained for laboratory testing. Test Location 2 was visually classified as a clayey sand, noticeably more clayey than the other samples, and was not included in the laboratory testing. The water table at this location was also higher than the other test locations.



Terracon Consultants, Inc. 314 Beacon Drive, Winterville, NC 28590
P [252] 353-1600 F [252] 353-0002 terracon.com Registered NC F-0869

Soil Subgrade Investigation

Shackleford Landing Agrihood ■ Beaufort, NC
January 21, 2022 ■ Terracon Project No. 72221001



SHWT at this location is at a depth of 26 inches. The water table at the time of testing was at 45 inches.

Test location 4 – According to the USDA Soil Survey of Carteret County, is mapped as an Altavista loamy fine sand, 0 to 2 percent slopes. This soil is moderately well drained, with moderate permeability. This test location was in the taller pine trees at what was perceived to be a higher elevation. At this location, orange and brown silty sand with gray mottles (redoximorphic colors) were encountered at a depth of 40 inches below grade. Based on our fieldwork, the SHWT at this location is at a depth of 40 inches. The encountered soils became increasingly clayey with depth. The water table at the time of testing was at 75 inches.

Boring logs and infiltration testing data are attached with this report.

4.0 DISCUSSION

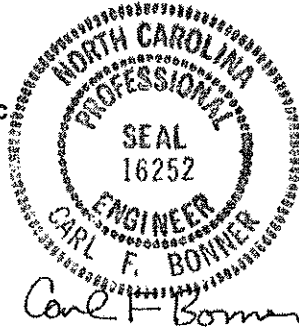
Test locations 1, 3 and 4 encountered similar silty sand and appeared to be suitable for street subgrades.

Test location 2, which appeared to be at a lower elevation and near a drainage feature encountered a higher groundwater table. These soils, which were classified in the field as a clayey sand, will likely require moisture conditioning and/or undercutting and replacement in order to be suitable for street subgrades.

As always, we appreciate this opportunity to be of service. Should you have any questions regarding the services provided to date, or if we can be of further assistance, please contact us at your convenience.

Sincerely,
Terracon Consultants, Inc.

Carl F Bonner
Carl F. Bonner, PE
Principal / Office Manager



Carl F Bonner

BR

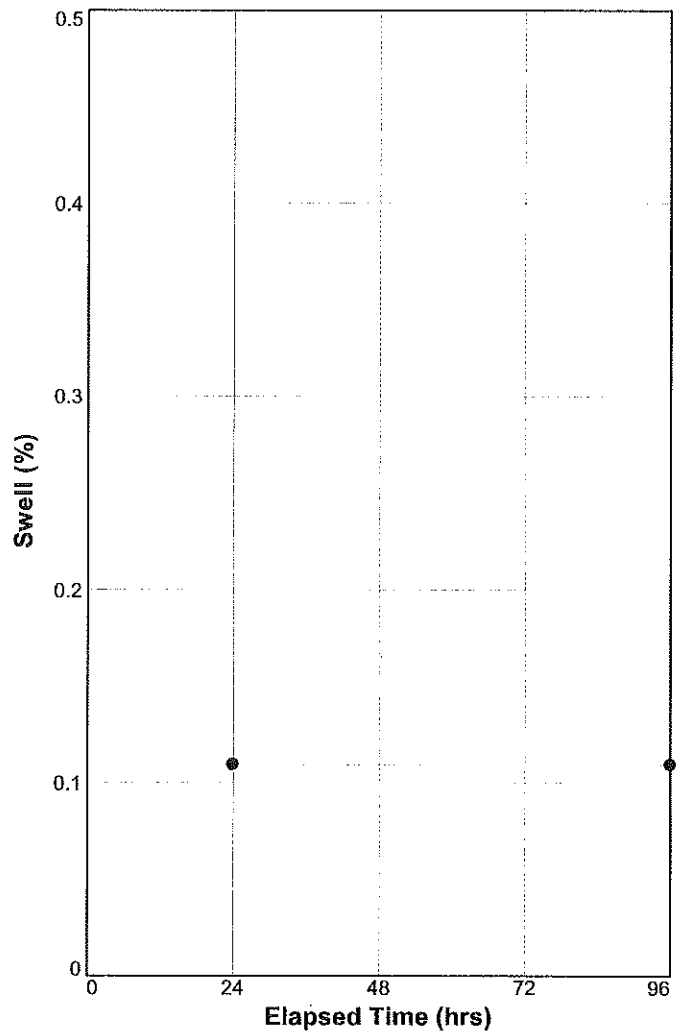
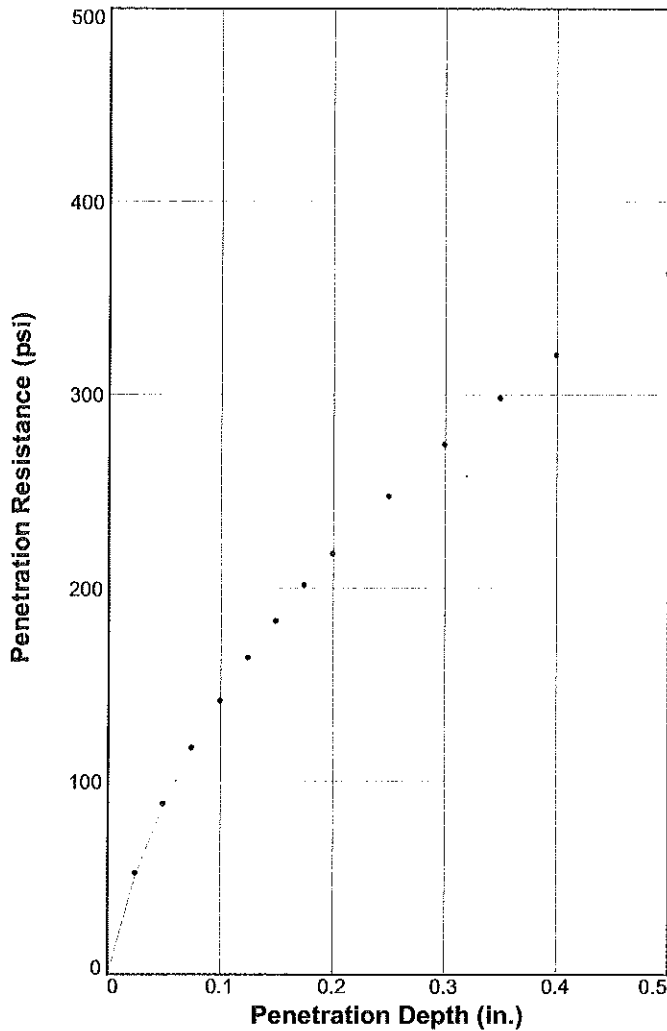
Branson Rogers
Geotechnical Professional

Attachments

BEARING RATIO TEST REPORT

ASTM D 1883-07

1.



	Molded			Soaked			CBR (%)		Linearity Correction (in.)	Surcharge (lbs.)	Max. Swell (%)
	Density (pcf)	Percent of Max. Dens.	Moisture (%)	Density (pcf)	Percent of Max. Dens.	Moisture (%)	0.10 in.	0.20 in.			
1	113.5	96	11.6	113.3	95.9	14.0	14.1	14.5	0.000	10	0.1
2											
3											

Material Description	USCS	Max. Dens. (pcf)	Optimum Moisture (%)	LL	PI
Tan brown and gray clayey fine sand	SC	118.2	11.9	24	10

Project No: 72221001
Project: Shackleford Landing Soil Testing
Location: Live Oak Street & Pinners Point Road; Beaufort, NC
Sample Number: 221001-1 **Depth:** 1-2.5 ft
Date: 1-12-22

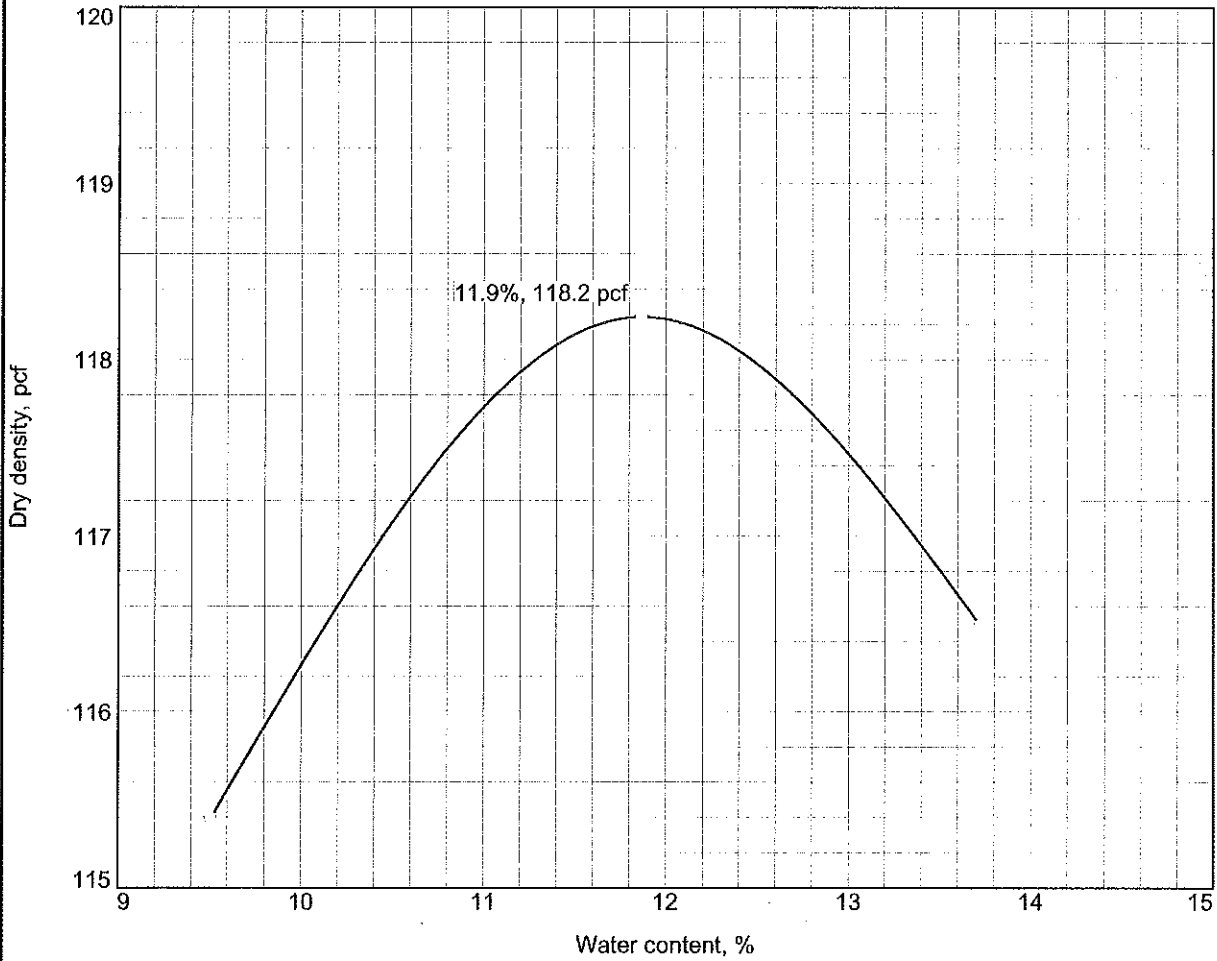
Test Description/Remarks:
 ASTM D1883; Soaked

 Proposed soil subgrade for street;
 Natural moisture is 17.7%

BEARING RATIO TEST REPORT
Terracon Consultants, Inc.

Figure CBR-1

COMPACTION TEST REPORT



Test specification: ASTM D 698-12 Method A Standard

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > #4	% < No.200
	USCS	AASHTO						
1-2.5 ft	SC	A-2-4(0)	17.7%		24	10	0.0	29.7

TEST RESULTS	MATERIAL DESCRIPTION
Maximum dry density = 118.2 pcf Optimum moisture = 11.9 %	Tan brown and gray clayey fine sand
Project No. 72221001 Client: Beaufort Agrihood Development, LLC Project: Shackleford Landing Soil Testing Live Oak Street & Pinners Point Road; Beaufort, NC 28516 Location: On site excavation Sample Number: 221001-1	Remarks: Proposed soil subgrade for project street
Terracon Consultants, Inc. Winterville, North Carolina	

Figure 221001-1

Tested By: LW

Checked By: LW

BORING LOG NO. Test 2

PROJECT: Shackelford Landing Soil Testing

CLIENT: Beaufort Agrihood Development, LLC
Beaufort, NC

SITE: Live Oak Street & Panners Point Road
Beaufort, NC

GRAPHIC LOG LOCATION See Exhibit A-2
Latitude: 34.7310° Longitude: -76.6312°
Approximate Surface Elev.: 4 (FL) +/-
ELEVATION (FL)

DEPTH (Ft)
WATER LEVEL OBSERVATIONS
SAMPLE TYPE

DEPTH	DESCRIPTION	ELEVATION (FL)	DEPTH (Ft)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE
0.3	TOPSOIL , 4 inches	3.5+/-			
1.0	SILTY SAND (SM) , dark gray	3+/-	1		
2.5	CLAYEY SAND (SC) , orangish yellow	1.5+/-	2	▽	

Boring Terminated at 2.5 Feet

Stratification lines are approximate. In-situ, the transition may be gradual.
SHWT= 12 inches

Advancement Method:
Hand Auger

Abandonment Method:

See Exhibit A-3 for description of field procedures.
See Appendix B for description of laboratory procedures and additional data (if any).
See Appendix C for explanation of symbols and abbreviations.
Elevations were interpolated from a topographic site plan.

Notes:

WATER LEVEL OBSERVATIONS

▽ While sampling



314 Beacon Dr
Winterville, NC

Boring Started: 01-07-2022	Boring Completed: 01-07-2022
Drill Rig:	Driller:
Project No.: 72221001	Exhibit: A-2

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_GINT_LOGS.GPJ TERRACON_DATATEMPLATE.GDT 1/18/22

BORING LOG NO. Test 4

PROJECT: Shackleford Landing Soil Testing

CLIENT: Beaufort Agrihood Development, LLC
Beaufort, NC

SITE: Live Oak Street & Pinners Point Road
Beaufort, NC

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 34.7341° Longitude: -76.6301° Approximate Surface Elev.: 6 (Ft.) +/- ELEVATION (FL.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE
		4 inches		
		0.3		5.5+/-
	SILTY SAND (SM) , gray			
		1.0		5+/-
	SILTY SAND (SM) , yellowish brown			1
		2.0		4+/-
	SILTY SAND (SM) , more clayey, orangish brown			2
		3.5		2.5+/-
	CLAYEY SAND (SC) , brownish gray			3
		6.3		4
	Boring Terminated at 6.25 Feet			5
				6
				-0.5+/-

Stratification lines are approximate. In-situ, the transition may be gradual.
SHWT= 40 inches

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GED SMART LOG-NO WELL. GINT LOGS GPJ TERRACON_DATA\TEMPLATE.GDT 1/19/22

Advancement Method: Hand Auger	See Exhibit A-3 for description of field procedures. See Appendix B for description of laboratory procedures and additional data (if any). See Appendix C for explanation of symbols and abbreviations. Elevations were interpolated from a topographic site plan.	Notes:	
Abandonment Method:			
WATER LEVEL OBSERVATIONS		Boring Started: 01-07-2022	Boring Completed: 01-07-2022
▽ While sampling		Drill Rig:	Driller:
		Project No.: 72221001	Exhibit: A-4

