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

Board of Commissioners
Regular Meeting
6:00 PM Monday, March 09, 2026
Train Depot, 614 Broad Street

Call to Order/Pledge of Allegiance

Roll Call

Agenda Approval

Recognition of Volunteer Board Members

1. Becky Bowler
2. Marissa Morris

Items of Consent

1. Meeting Minutes: January 29-30; February 9; February 23
2. Rotary Historic Beaufort Road Race
3. USDA Sewer Bond Resolution
4. Residential Solid Waste Fee Increase

Quasi-Judicial Proceeding

1. Case #26-03 Special Use Permit: 201 Ann St Accessory Dwelling Unit — K. Garner

Public Comment

Old Business

1. Godette Hotel: 400 Pollock Street — A. Grady
2. UDO Project — K. Garner

New Business

1. Letter of Support for Climate Smart Communities Initiative (CSCI) Grant Application — T. Miller
2. Case # 26-04 Final Plat: Beau Coast Phase 4 — K. Garner
3. Case # 26-05 Final Plat: Beau Coast West Phase 2 & 3 — K. Garner
4. Award for Construction Contract: Source Capture Exhaust Removal System — J. Fleeman

5. Announcement Regarding Sunland Builders — A. Grady

6. Proposed Improvements to Commercial Dock Area — M. Zapp

Manager Report

Mayor/Commissioner Comments

Adjourn

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Board of Commissioners
Regular Meeting
6:00 PM – Monday, March 9, 2026
Train Depot, 614 Broad Street
Beaufort, NC 28516

AGENDA CATEGORY: Items of Consent

SUBJECT: Meeting Minutes: January 29-30; February 9; February 23

REQUESTED ACTION:

Review and approve the attached draft minutes for the following BOC meetings:

- January 29-30, 2026, Annual Board Retreat
- February 9, 2026, Regular Meeting
- February 23, 2026, Work Session

SUBMITTED BY:

Elizabeth Lewis, Assistant Town Manager/Town Clerk

TOWN OF BEAUFORT

BOARD RETREAT SUMMARY

2026

fountainworks

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Introduction

The Town of Beaufort Board of Commissioners convened for its annual retreat on January 29–30, 2026, held at the Beaufort Hotel. The retreat brought together elected officials, staff leadership, and key community partners for two focused days of discussion, information-sharing, and strategic alignment on the work ahead for the Town.

The sessions were facilitated by Fountainworks, with Warren Miller and Rachel Werz guiding the agenda, supporting the Board's deliberations, and helping translate broad discussions into actionable next steps.

Mayor Sharon Harker opened the retreat by encouraging the Board and staff to "take a step back from day-to-day operations" and approach the discussions from a place of abundance, recognizing the strengths of Beaufort's community and the opportunities ahead. The retreat was designed to:

- Align on key priorities for 2026
- Provide space for in-depth briefings on major operational topics
- Create a clear, shared foundation for staff workplans in the coming year

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Retreat Participants

Elected Officials

- **Mayor Sharon Harker**
- **Mayor Pro Tempore Paula Gillikin**
- **Commissioner John LoPiccolo**
- **Commissioner Sarah Spiegler**
- **Commissioner Melvin Cooper**
- **Commissioner Dexter Matthews**

Town Leadership & Staff

- **Matt Zapp**, Town Manager
- **Elizabeth Lewis**, Assistant Town Manager / Town Clerk

- **Christi Wood**, Finance Director
- **Barbara Cooper,** Human Resources Manager
- **Kyle Garner**, Planning & Inspections Director
- **Sam Bell**, Town Engineer
- **Mark Eakes**, Public Works Manager
- **Donovan Willis**, Public Utilities Manager
- **Rachel Johnson**, Public Information Officer
- **Jennifer Welborn**, Community Engagement Director
- **Tony Ray,** Fire Chief
- **Paul Burdette, Jr.,** Chief of Police

External Partners & Presenters

- **Tina Reid,** Executive Vice President, PIVOT Parking
- **Jared Glass,** Director of Operations, PIVOT Parking
- **Austin Willis,** Parking Manager, PIVOT Parking
- **Lori Meehan**, F3 Marina / Marina Operations Manager
- **Dr. Ron Dupuis**, Chair, Parks & Recreation Advisory Board
- **Chris Johnson**, Economic Development Director – Johnston County
- **Zeb Hough**, Executive Director, Beaufort Housing Authority
- **Rivers & Associates Engineering Team**, Stephen Reece

Retreat Format & Agenda Overview

Across the two days, the Board engaged in a combination of informational briefings, interactive discussions, and a structured priority-setting exercise to identify the Town's focus areas for 2026.

Day 1 — Thursday, January 29

- Welcome, opening remarks, and icebreaker
- **Paid Parking** program discussion (season, rates, enforcement, resident pass)
- **Town Docks / F3 Marina** 90-day operational update
- **Community Engagement** overview (working lunch)
- **Parks & Recreation Advisory Board** presentation
- **Economic Development 101** with Johnston County
- Day 1 wrap-up and reflections

Day 2 — Friday, January 30

- **Utility Rate Setting** (water and sewer) briefing
- **Roadway Paving & Funding Strategy** discussion
- **Beaufort Housing Authority** briefing on mixed-income redevelopment (working lunch)
- **2026 Priority-Setting Exercise** (Board + Staff)
- Closing reflections and next steps

Day 1 – January 29, 2026
Paid Parking Discussion

The retreat began with a detailed update on the Town's paid parking program. Assistant Town Manager **Elizabeth Lewis** led the presentation on behalf of the Parking Team, with **Jared, Tina, and Austin** from PIVOT present to support technical and operational questions. Staff explained that after several years of changing start and end dates, the goal for the 2026 season is to establish a consistent, predictable framework that aligns with peak tourism patterns, supports downtown business turnover, and is easier for the public to understand.

Presentation Highlights

- **Season:** May 1 to October 1, seven days a week, 8:00 a.m. to 5:00 p.m.
    - Aligns with the tourism and waterfront activity season.
    - Reduces confusion after multiple year-to-year changes.
- **Rate Structure:**
    - Flat **$3/hour** rate across all paid areas.
    - Eliminates variation by lot or space and improves compliance.
    - Keeps Beaufort below nearby coastal towns ($4–$7 per hour).
- **Resident Pass:**
    - One free pass per household.
    - Staff originally proposed a **4-hour limit** (consistent with prior discussions).
- **Enforcement:**
    - License plate-based system rather than physical passes.
    - Residents may apply online or in person.
    - PIVOT will validate applications and maintain the back-end database.
- **Signage Upgrades:**

- New, high-visibility signs with clear information and consistent look across all locations.

- **Projected Revenues:**
  - Estimated $250–260k depending on participation.
  - Prior year: approx. 177 passes sold; Beaufort ZIP code participation roughly 60 passes.

After the presentation, the Board asked questions and discussed.

Key Discussion Points

Season Length and Data Needs

- **Sarah** asked whether PIVOT's earlier recommendation to consider a longer season was still warranted.
- **PIVOT staff** explained that March and April data is currently lacking, and October parking use dips sharply, making May–October a more balanced window.
- **Mayor Harker** requested occupancy counts for April to support informed future adjustments.
- **John** raised the possibility of exploring an April 1 start in future years, dependent on data.

Turnover and Purpose of the Program

- **John** emphasized the program's core purpose: turnover, not revenue. He noted that downtown workers historically occupy spaces all day on Front Street, limiting customer access.
- He asked whether increasing the hourly rate would improve turnover. PIVOT affirmed that higher rates tend to increase compliance and turnover.

Resident Pass Design and Time Limit

- **Original staff proposal:** 4 hours.
- **Board discussion moved toward 3 hours**, aligning with the boat-parking limit and supporting turnover.

- **Sarah** asked how the 3-hour limit would be enforced; staff confirmed that digital chalking flags license plates beyond their allowable time.
- **Paula** expressed concern that "free pass" messaging might overshadow time-limit requirements, emphasizing the need for very clear communication.
- **Discussion about flexibility:** questions arose about whether residents could extend time or would need to move vehicles.

Eligibility and Accessibility

- **Paula** sought clarity on whether passes were for property owners or households.
- **Elizabeth** clarified the intent: one pass per household, which includes renters.
- **Melvin** stressed the need for in-person registration options so the system is accessible to residents without reliable internet.
- Staff committed to offering walk-in registration in March and April.

Grace Period (Board-Driven Addition)

- During discussion, commissioners agreed that a 30-minute grace period would prevent ticketing surprises and support a positive first season experience.
- This was not part of the original staff recommendation; it became part of the final parameters through Board consensus.

Other Policy Clarifications

- Business owners would maintain separate parking arrangements (with staff confirming this as an additional category).
- License-plate based passes apply to cars or golf carts.
- Property owners may allow renters to use their pass if desired.
- Airbnb owners may use their pass for their own vehicle, but not for short-term rental customers.

Next Steps

- Move forward with the following parameters for the draft ordinance and implementation materials:

  - **Season:** May 1 to October 1
  - **Rate:** $3 per hour
  - **Resident pass:** One per household with a **3-hour limit**
  - **Grace period:** 30 minutes
  - **Signage upgrades:** consistent designs, clear start/end dates
- Schedule formal action for the **February 9 Board meeting**.
- Staff and PIVOT will:
  - Finalize the portal
  - Prepare clear communications, including printed and digital materials
  - Offer in-person enrollment options throughout March and April

Town Docks / F3 Marina Update

Lori Meehan, Operations Manager with F3 Marina, provided a comprehensive 90-day update on the transition to F3 management and the operational improvements underway at the Town Docks. Lori explained that she serves as an interim operations lead during transitions and will remain in Beaufort until the new general manager begins later in February. The update was framed using F3's EOS and L10 management format, which organizes performance around measurable KPIs and consistent weekly practices. The goal is to ensure the marina is fully prepared for peak season, improve customer experience, strengthen safety and environmental practices, and rebuild confidence after years of inconsistent data and limited systems.

Presentation highlights

Operations and readiness

- F3 is preparing the marina to be Big Rock Ready, targeting 100 percent slip capacity for the tournament.
- Only two Big Rock slips remain, and F3 has been contacting captains to walk them through the new registration process.

- Pre-payment is now required for Big Rock instead of refundable deposits, helping secure early commitments and reduce cancellations.
- Preliminary financials show the marina met its revenue target for the period, with a small positive variance.
- F3's internal L10 KPI dashboard for 2026 is in place, focusing on occupancy, revenue, turnaround times, and customer satisfaction.
- Lori noted that when F3 arrived, historical data was limited. Previous staff relied on paper tracking, including a box of pink index cards. With new software in place, F3 now has real-time information on the number of boats in the marina at any given time.

Customer communications and presence

- A new website launched on January 1, providing centralized information, booking links, and policies. F3 acknowledged early bumps and has already resolved initial issues.
- F3 is increasing visibility in boating directories, including Waterway Guide and Dockwa.
- New welcome bags are being assembled, and early outreach to local businesses has already yielded multiple contributions.
- Two recent transient reviews have come in at five stars, a notable improvement from the long-standing single one-star review previously associated with the marina.
- The first monthly Constant Contact newsletter will launch February 1, and 30 new contacts have already been added to the subscriber list.
- F3 is encouraging more active social media use to promote services, events, and environmental practices.

Dock & Dine program

- Dock & Dine is now active, offering 3 hours free at six designated slips at the West Town Dock.
- Boaters must check in through Dockwa and provide vessel and insurance information before arrival.

- The system keeps bulkhead spaces open and allows for overnight conversions if boaters wish to stay longer.

Safety and environmental actions

- A new fuel tank was installed on January 21. Lori praised Town staff for long-term planning and execution, noting the old tank had become a risk.
- The marina office renovation is nearly complete. The space was gutted due to deterioration and mold, and Lori highlighted the craftsmanship and care shown by Town staff.
- The pump-out system has been a major focus. The existing pump was undersized and unreliable. F3 purchased a new $28,000 pump that will serve A Dock, bulkhead areas, and some of B Dock using two 50-foot hoses.
- F3 is pursuing grant funding for a second pump through the state's Clean Marina program.
- F3 intends to offer pump-outs to transients and charge modestly only when allowed by grant conditions. Lori noted that overcharging can inadvertently encourage illegal dumping at night, which the Town wants to avoid.
- Incident reporting has increased transparency. Three incidents occurred in the first three days of operations, including a boater striking a tied-up vessel without having used Dockwa or provided insurance. F3 was able to resolve the situation, illustrating why insurance verification is essential.
- Lori confirmed that insurance requirements are industry standard. The marina requires $1 million in liability coverage and approximately $76,000 in pollution coverage. Hull insurance is not required.

Staffing and transition

- The new general manager, **Bob Cole**, will begin on February 16. He brings decades of experience running a shipyard in Maine.
- New Administrative Manager, **Sarah Bell**, starts the Monday following the retreat.
- F3 has interviewed several candidates for seasonal dockhand positions and expects to bring on additional staff for high season.

After the presentation, the Board asked questions and discussed.

Key Discussion Points

Update cadence

- **Sarah** requested regular monthly updates to the Board during the first full season of the transition. F3 agreed to provide monthly briefings.

Safety, access, and insurance requirements

- **John** asked whether insurance was negotiable and expressed concern about large boats tying up in tight access points. Lori confirmed insurance is non-negotiable, is standard across the industry, and is critical given recent incidents.
- **John** also asked whether slip size limits could help reduce congestion. Lori clarified that Dock & Dine applies only to inside slips and that outside West Town Dock spaces are for Beaufort residents, who must ensure they can maneuver in and out safely.

Public expectations and perception

- **Paula** noted that while insurance requirements may cause some grumbling, they are increasingly common across marinas nationwide.
- **Sarah** emphasized that the requirement would be the same under any professional marina management company.

Environmental stewardship

- **Mayor Harker** expressed strong support for the pump-out improvements, highlighting the environmental benefits and the importance of educating boaters about proper waste disposal.
- **The Mayor** also supported highlighting these upgrades through communications tools such as the Beaufort Minute.

Next Steps

- Complete installation of the new pump-out system on Dock A and pursue grant funding for a second pump.
- Maintain insurance requirements and continue collecting and reporting monthly KPIs to the Board.

- Continue customer-service enhancements, including website refinements, welcome bags, social media outreach, and Dock & Dine program updates.
- Finalize staffing for the 2026 season and prepare for the arrival of the new general manager.
- Provide monthly Board updates and maintain transparent reporting throughout the transition.

Community Engagement Efforts (Working Lunch)

Community Engagement Director **Jen Welborn** shared a first 100 days update, tying her work to the Town's economic development plan goal of strengthening social connectivity. The focus has been on modernizing tools, meeting residents where they are, and creating more direct touchpoints between staff and the community. Jen also described how she is building capacity across departments so engagement is consistent, inclusive, and easy to navigate.

Presentation Highlights

- **Field presence and partnerships**
  - PRAB on the Go park visits with board members
  - Door to door outreach during closures and construction
  - Boat to boat welcome bag outreach with F3 on Day 1 of their transition
  - Participation in community groups and events such as National Night Out, Trunk or Treat, the Christmas Parade, Brown Bag Lunch, and Leadership Carteret
  - Reestablished monthly Beaufort Tides small business roundtables at the Train Depot
- **Channels and content**
  - Updated, brighter photos and clearer content on each park page and the Annual Events page
  - New Town Hall lobby TV displays for announcements and fast updates

- A consolidated town calendar offered in multiple formats, including print
- Early planning for Rock the Dock as a family friendly activation in the waterfront area
- Simple "Fast Facts" sheets and infographics that explain Town processes, including how new park ideas move from concept to action
- Collaboration with grassroots partners and local personalities to reach broader audiences

- **Streamlined processes**
  - Train Depot rentals moved to an online form with clear rules, fees, and contacts
  - Digitized lotteries for kayak racks and for F3 annual slips, including numbered applicants and streamlined residency verification
  - Work underway to digitize the special event permit application with internal routing to Police, Fire, and Public Works
- **Future focus**
  - Self-guided tours that combine historic content, short videos, QR codes, and wayfinding
  - Regular tabling at the Farmers Market with rotating department presence
  - Continued website photo and content refreshes, plus an emphasis on interconnectivity across parks and greenways

After the presentation, the Board asked questions and discussed.

Key Discussion Points

- **Inclusion and geography**
  - **Melvin** asked for engagement that extends beyond the downtown core, including areas across Mulberry Street, and for events that clearly serve the entire town.
  - **Paula** recommended targeted sign-ups in apartment communities and support for residents who are not digitally connected.

- **Tools and sustainability**
    - **John** asked about the long-term maintenance of mapping and tour apps and how the Town will keep content fresh.
    - **Matt** shared that prior app investments have been cost effective and useful for public safety and events, and that short, simple tools can be effective if maintained.
- **Multi-channel communications**
    - **Mayor Harker** encouraged short video content and consistency across channels while noting that residents have different preferences for how they receive information.
    - **Dexter** emphasized that when the Town does not communicate proactively, misinformation fills the gap, and he encouraged Jen to keep a steady cadence.
- **Mobility and safety**
    - The board discussed bike routes, painted lanes, and the need to make markings consistent and visible as repaving occurs, with PRAB tracking both greenways and on street opportunities.

Next steps

- Provide a monthly community engagement update to the Board, aligned with the Manager's weekly communications.

Parks & Recreation Advisory Board Presentation

Parks and Recreation Advisory Board (PRAB) Chair **Dr. Ron Dupuis** presented the Board's 2026 focus areas, building on momentum from the December 3 PRAB retreat facilitated by the Town Manager. PRAB has a refreshed and energetic membership, including several new appointees with experience in grants, parks programming, and community events. The update emphasized connectivity between parks and neighborhoods, safe and equitable water access, and community building through well run events. PRAB is orienting new members through on site park visits and is preparing to refresh the 10-year Parks and Recreation Plan in 2026 with an emphasis on interconnectivity.

Presentation Highlights

- 2026 priorities
    - **Greenway connectors** across five segments: Trestle Walk, West Beaufort Boat Launch Connector, Gallants Channel Connector, Airport Trail, and Freedom Park Connector
    - **Moore Street Water Access** concept as a safe alternative to Ann Street Park for kayak launch and shore fishing
    - **Events** activation and execution, including a **Rock the Dock** pilot for summer programming
- Board capacity and process
    - New member onboarding through **park tours** and guest presentations
    - Establishing a **Town–PRAB operating calendar** so members see key decision points and engagement windows
    - Improving **visibility into grant status and data** to inform sequencing and matching opportunities
    - Exploring a **volunteer coordinator** concept to better harness community help
- Planning horizon and projects
    - **10-year plan refresh** targeted for Summer 2026, with interconnectivity as the guiding theme
    - **Ann Street Park**: "Coming Soon" messaging and site plan elements informed by community input and native plant guidance

After the presentation, the Board asked questions and discussed.

Key Discussion Points

- **Data and pilots**
    - **Sarah** encouraged piloting Rock the Dock as a way to gather real use data, and she requested a review of a safety barrier at the Randolph Johnson Park playground given the proximity of the toddler playground equipment to the street.

- **Sarah** also suggested using Duke student data to test ideas for reconfiguring the west parking lot into more functional park space during events.

- **Funding and grants**
  - **Dexter** recommended pursuing state grants for trail and greenway work, noting that external funds can accelerate segments like Trestle Walk.
  - Staff noted prior federal grant attempts and the opportunity to broaden to State Parks and other sources.
- **Community partnerships**
  - **Melvin** raised interest in a community garden and the importance of partnering with groups, such as Master Gardeners or the community college, to share upkeep and education.
  - Discussion acknowledged that PRAB's current floral efforts could expand with the right partner model and location.
- **Policy and coordination**
  - **Mayor Harker** asked about musical variety for Rock the Dock. PRAB and staff noted soft holds for dates, the need to confirm sound and staging logistics, and the possibility of larger acts on a few key dates with sponsor support.

Next steps

- **Pilot Rock the Dock** as a data gathering effort, confirming dates, roles, budget, permits, staging, and communications.
- **Prioritize low-cost safety improvements** at Randolph Johnson Park and assess other small fixes with outsized safety benefits.
- **Maintain PRAB park tours** and bring back visibility on greenway segment planning, grant timelines, and the **10-year plan** refresh schedule.

Economic Development 101

The afternoon session provided the Board with a comprehensive foundation in economic development, led by **Chris Johnson**, Economic Development Director for Johnston County. The Mayor introduced the session by noting that the Board has discussed economic

development at past retreats, but this year the goal was to ground the conversation in what Beaufort has, what kind of growth the community wants, and how to begin positioning for it in a realistic, strategic way. Town Manager **Matt Zapp** shared that he has worked with Chris for more than a decade and that much of Johnston County's success comes from seeds planted years earlier, something Beaufort can learn from as it begins shaping its own economic future.

Chris opened with several analogies about economic development being long-term, detail-oriented work. He described it as "playing the same song over and over" because consistency is what reaches people, and as fishing, where strategies and tools must change depending on conditions. He emphasized details, responsiveness, and concierge-level service as the hallmarks of effective economic development teams and encouraged Beaufort to approach this work with patience and discipline.

Presentation Highlights

Core principles and environment

- Economic development is a long game, requiring repeated messaging, relationship building, and a sustained focus on details that reduce risk for employers.
- Communities must stay relevant and continually improve to meet the expectations of both residents and prospective businesses.
- Successful communities make the experience of working with them as easy as possible, turning potential "red tape" into "green tape."

Lessons from Johnston County

- Johnston County has grown by 8,000 to 10,000 residents per year and now benefits from regional transportation improvements and proximity to Raleigh.
- Investments in Johnston Community College and partnerships with NCSU and ECU have helped define career pathways, including biotech credentials that allow graduates to earn strong starting salaries without debt.
- Workforce initiatives like JoCo Works, which exposes 8th graders to hands-on career exploration before they choose high school tracks, help communities retain young people.

Relevance to Beaufort

- Beaufort has unique assets, including tourism, quality of life, a marine science presence, and proximity to military installations.
- Challenges include seasonal economies, limited available land, environmental vulnerability, wastewater capacity limitations, and a need for more economic diversity.
- Beaufort is located in an Opportunity Zone, providing potential tax advantages to certain types of investors.

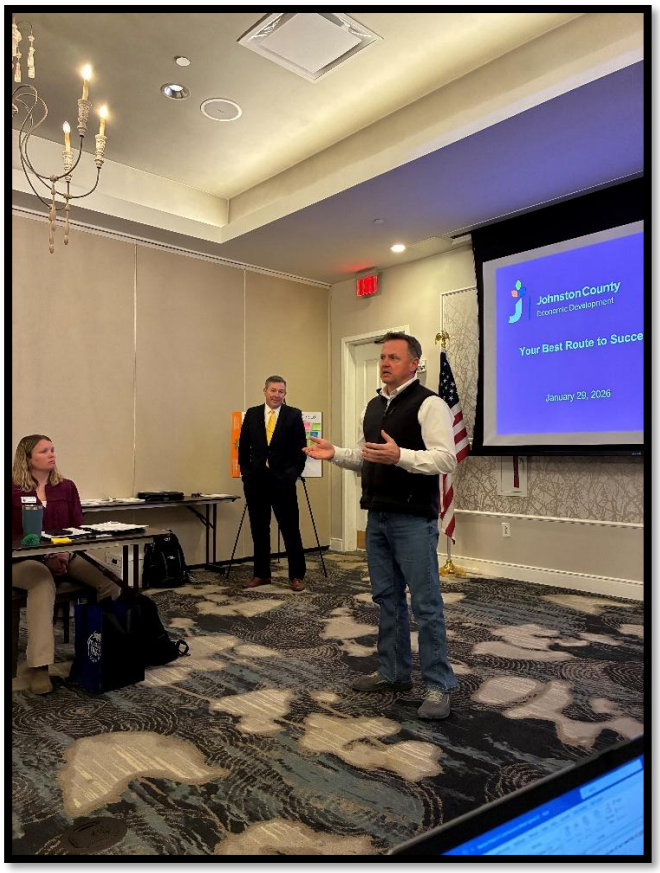
Tools and strategies

- Becoming a Main Street community can strengthen small business support and help coordinate the Town's downtown development approach.
- Chris emphasized the importance of certified sites, which pre-vet land for utilities, zoning, environmental constraints, and other site selection factors.
- Companies aim to reduce risk quickly, narrowing long lists to short lists based on clarity of information and local readiness.
- Communities should maintain a running inventory of undeveloped parcels, including potential uses, constraints, and path to readiness.

Partnerships and process

- Successful recruitment involves collaboration with county economic developers, regional partnerships, and state agencies like the Economic Development Partnership of North Carolina.
- Beaufort should prepare to tell its story consistently and repeatedly, recognizing that repetition is necessary for buy-in from residents, partners, and prospects.

After the presentation, the Board asked questions and discussed.



Town Manager Matt Zapp introduces Johnston County Economic Development Director Chris Johnson

Key Discussion Points

- **County partnership:** John highlighted that economic development has not historically been central in Beaufort or Carteret County and said any significant project will require county collaboration.
- **Diversification:** Melvin stressed the urgency of diversifying the economy to retain families and encourage younger residents to stay, noting that tourism alone cannot support long term population stability.
- **Incentives:** Dexter asked how incentives work in practice and how smaller towns can package opportunities with support from regional and state partners.
- **Vision and fit:** Mayor Harker encouraged identifying what kinds of industry or investment are a good fit for Beaufort and emphasized the need to move from discussion to action.

- **Site readiness:** John asked how zoning and comp plan alignment factor into site certification and how long it typically takes to bring shovel-ready sites online.
- **Workforce and military:** The Board discussed opportunities tied to military personnel exiting the service and positioning Beaufort within the broader eastern North Carolina workforce ecosystem.

Next Steps

- Staff will begin assembling a preliminary site and parcel inventory, including locations both within Town limits and in areas where partnerships may be needed.
- Staff will map county and state partner organizations, including who is best positioned to support Beaufort's work at each stage.
- Staff will prepare an economic development readiness checklist for Board review, identifying short, medium, and long-range actions needed to build capacity.

Wrap-Up & Closing of Day 1

To close Day 1, **Warren Miller** of Fountainworks invited commissioners to reflect on the day's presentations and discussions. The group acknowledged both the breadth of information covered and the significance of the topics shaping the Town's long-term direction. Commissioners spoke openly about what stood out to them, what felt encouraging, and what may require deeper conversation going forward. Warren then previewed the Day 2 agenda and next steps.

Reflections

- **Paula** shared that the economic development presentation was intimidating but inspiring, noting that several concepts were new to her and that the session helped broaden her understanding of what economic development could look like in Beaufort.
- **Sarah** said she was still processing the information, particularly the challenge of limited available parcels in Town and how Beaufort's future growth must be coordinated with County partners. She emphasized the need to understand where Beaufort fits into the larger regional context.

- **John** described economic development as exciting and overdue for Beaufort. He expressed interest in exploring parcels north of Town, including areas outside the ETJ, and recognized the importance of strong collaboration with the County. He also noted his appreciation for the clarity and progress shared in the F3 docks update.
- **Melvin** stressed the need to explore property acquisitions outside Town limits and expressed concern that the Town does not currently have a strong working relationship with the County commissioners. He encouraged bringing both boards together for honest conversations about Beaufort's needs.
- **Dexter** appreciated the work of committees and staff and said each presentation demonstrated meaningful progress. He saw clear opportunities in economic development and supported identifying partners who can help the Town move forward. Dexter also noted that while he understood Melvin's concerns, the Town's relationship with the County has strengthened over the last 18 to 24 months.
- **Melvin** added that beyond the content of the day, he was struck by how much the Town's staff contributed to Beaufort's success and emphasized his gratitude for their work.

Closing

The Mayor noted the incoming weather event and confirmed that staff from Public Works, Police, Fire, and HR should be released from the afternoon priority-setting session on Day 2 to prepare as needed. She thanked staff, Fountainworks, and members of the public who attended the retreat, and underscored the importance of staying engaged in Beaufort's long term growth: discovering what Beaufort can uniquely offer, identifying opportunities that align with community values, and building partnerships with agencies like the County, the community college, the hospital, and schools.
The group adjourned for the day.

Day 2 – Friday, January 30, 2026

Utility Rate Setting (Water and Sewer)

Town Manager **Matt Zapp** and Finance Director **Christi Wood** opened the session with an overview of the Utility Fund's financial condition and the pressures shaping the FY2027 budget. They described the early year work led by **Donovan** and **Christi** using a zero-based budgeting approach, examining operational needs, capital obligations, and long-term debt

commitments. A central theme was the difference between spending and investment. Examples such as pre storm street sweeping and emergency pump failures illustrate why the Town must plan for both expected and unexpected costs.

Staff emphasized that while utility rates have remained static in recent years, the Town must now account for significant new long term USDA debt payments associated with the major water and sewer upgrades. The Utility Fund Annual Debt Payments slide was noted as one of the most important of the retreat, because all debt obligations must be fully supported by the rate structure by July 2026.

Presentation Highlights

Debt and capital commitments

- The FY2027 Utility Fund Budget is short $267,673, as shown in the presentation.
- USDA loans for water and sewer are now fully amortized over 40 years, creating a long-term obligation that must be backed by revenue in the utility rates.
- One USDA water payment originally anticipated earlier is now deferred until FY2027, creating timing variations in the current budget.
- Staff discussed delays in the 21,000-foot water project, which required taking out an additional USDA loan to maintain continuity.
- Christi explained that by next July, all existing debt payments must be fully covered by the current rate system or by adjustments made this spring.

System condition and lifespan

- Sarah asked about the lifespan of the new water and sewer lines versus the older 50–60-year lines.
- Town Engineer **Sam Bell** confirmed that new lines are higher quality and typically have a 40–50-year standard lifespan, though many communities stretch older lines far beyond that, often to their detriment.

Staffing and operational needs

- The projected FY2027 shortfall of $267,673 is almost exactly equal to the new USDA annual debt requirement.

- Matt noted that next year's utility budget will be "tight," and any emergency failures, like pumps, will require immediate amendments or use of fund balance.
- Staff requested two critical field positions, one in water and one in sewer.
    - Public Utilities Manager **Donovan Willis** described the current operational strain, noting that workforce reductions in prior years and the increasing demands of the USDA project have stretched staff thin.
    - Both positions are necessary for routine maintenance, emergencies, and monthly meter cycles.

Reserves

- John asked about the reserve balance and required minimums.
- Matt reported approximately $5 million in reserves, noting that while no statutory minimum exists, the Town maintains a policy target.
- Christi reiterated that reserves fluctuate, and that startup costs on the USDA project were funded from reserves.
- A five-year reserve history will be provided to the Board for context.

Future planning

- Sarah asked when a new water plant may be required; Matt indicated that planning would align with the period when major debt drops off around 2030.
- Staff encouraged the Board to prioritize planning over reacting, investing in preliminary projects now to avoid costly emergency repairs later.

Three Options Presented by Staff

Option 1: Do not adjust rates

- Use fund balance to pay for one-time expenditure (approximately $273,000).
- Would delay addressing the structural shortfall.
- Staff expressed concern that postponing rate adjustments compounds pressure in future years.

Option 2: Raise rates to cover the FY27 shortfall

- 4.6 percent rate increase to close the FY27 gap.
- Includes adjustments to both the flat base rate and the usage rate.
- Melvin emphasized the burden this may place on households with limited incomes.
- The Board discussed how towns without industrial users must rely solely on residential and commercial customers, increasing per-household utility costs.

Option 3: Comprehensive rate analysis

- Complete a full rate study within 60 days.
- Address funding needs for the full Capital Improvement Plan (CIP).
- Present results at the April 2026 work session.
- Establish updated rates by May 2026 for the FY2027 budget.
- Paula asked whether a hybrid approach (targeted increase plus some debt reduction) could enable a lower rate increase, such as 2–3 percent. Matt said this may be possible depending on debt-clipping scenarios.
- Dexter asked whether Options 1 and 3 could be blended. Matt cautioned that delaying action risks further erosion of reserves, but hybrid models may be feasible if grounded in data.

Board Discussion Highlights

- **Pump repair vs. replacement:** John asked whether pumps are repaired first. Donovan confirmed that repairs are made until roughly 50% of the cost of replacement, at which point replacement is more responsible.
- **Why systems fall behind:** Melvin asked how the Town got behind on line replacement. Matt explained that older, historic systems always fall behind and require sustained investment, and he credited the current and previous Boards for taking on significant infrastructure work.
- **Roadway philosophy:** The group revisited the strategy of only repaving streets once all three underground utilities are addressed, a practice made possible by USDA funding and long-term sequencing.

- **Emergency posture:** Matt reiterated that without rate adjustments, FY2027 leaves very little room to respond to unexpected failures.

Next steps

- Form a Utility Rate Evaluation Workgroup, staffed by Finance, engineering partners, and Town personnel.
    - Commissioners Melvin and Dexter agreed to serve as Board liaisons.
    - Matt asked Commissioners to send questions early so they can be incorporated into the model.
- Share the full financial Excel model, including:
    - historical revenues and expenses
    - the CIP
    - long range debt schedules
    - interest rate assumptions
- Schedule recurring work sessions with the goal of developing a data-driven April 2026 recommendation.
- Plan a public work session to review findings before adopting new rates.

Matt closed the session by noting that the level of preparation, transparency, and collaborative planning reflects “what excellent governance looks like.”

Roadway Paving and Funding Strategy

Town Manager **Matt Zapp** and **Stephen Reece** from Rivers and Associates presented post construction findings from the ongoing USDA water, sewer, and stormwater projects. They explained how this utility work creates an opportunity for full width asphalt paving in corridors that already require trenching and restoration. Because full paving was not part of the original USDA scope, staff worked with the agency to determine where local funding could be paired with federal work to deliver higher quality, longer lasting streets.

Steven Reece outlined the technical assessment of paving needs across seventeen streets and thirty-five resurfacing segments. Areas where all three utilities are being replaced can

receive full depth reconstruction, and other areas can receive overlay or patching. Steven emphasized the importance of completing paving while the ground is already open in order to avoid future disruption and to achieve a consistent street surface.

The bundled paving package is estimated at five million dollars with a local match of two point six million dollars. Matt outlined several options for covering the local share, including the use of General Fund balance and potential proceeds from selling Town owned properties such as 611 Front Street.

Presentation Highlights

Paving Scope and Mapping

- Color coded map showing streets eligible for full depth reconstruction, full width overlay, or utility driven patching
- Light blue areas with all three utilities replaced qualify for full width paving
- Magenta areas reflect water main replacement and will receive patching unless the Town chooses to fund a full overlay
- Green areas reflect full depth roadway failure such as North Green Street

Construction Standards and Sequencing

- DOT based pavement structure that includes two point five inches of asphalt over eleven inches of stone
- Full-depth roadway work will require temporary closures of two to three days, coordinated case by case with residents
- Turner Street work tied to the USDA utility project, with timing shaped by weather and special events

Funding Approach

- Proposed use of General Fund balance as an initial bridge with later replenishment from potential property sales such as 611 Front Street and Steep Point
- General Fund balance currently at approximately sixty eight percent, which remains above the twenty percent policy minimum even after using two point six million dollars
- Other resources include approximately one hundred eighty thousand dollars in Powell Bill funds

Board Discussion Highlights

- **Sarah** confirmed that using General Fund balance will still maintain the twenty percent minimum and requested a public facing schedule with broad date windows such as anticipated July through August
- **John** supported using the General Fund as a bridge and replenishing it with sale proceeds. He asked if the Utility Fund could contribute to any remaining gap and requested clarity on transfer rules
- **Paula** emphasized preserving historic structures connected to 611 Front Street and asked for coordination with the Beaufort Historical Association and others on relocation or salvage options
- **Mayor Harker** reviewed legal constraints such as bidding requirements and UDO limits. He stressed the need to engage preservation partners early
- Planning and Inspections Director **Kyle Garner** provided background on the history of the 611 Front Street structures and possible relocation scenarios
- **Matt** underscored the need for legal review and market analysis and emphasized providing realistic expectations
- **Dexter** asked about maintaining healthy balances in both the General Fund and the Utility Fund and confirmed that paving sequencing will align with utility construction

Next Steps

- Staff will bring bid documents, budget amendments, and legal options for 611 Front Street to the Board on February 9
- Kyle, and Paula will coordinate with the Beaufort Historical Association and other nonprofits to evaluate feasible relocation or preservation actions
- Staff will develop a resident friendly overview of paving phases, street closures, and anticipated timelines for publication once sequencing is set

Beaufort Housing Authority (Working Lunch)

Executive Director of the Beaufort Housing Authority (BHA) **Zeb Hough** joined the Board for a working lunch session focused on the role of the Beaufort Housing Authority in meeting local housing needs, the limits of federal public housing programs, and the agency's plans for modernization, mixed income redevelopment, and long-term sustainability. He

emphasized that BHA views the Town as a partner and that shared language and shared planning are essential to navigating housing challenges in a growing community.

Presentation Highlights

Clarifying Public, Affordable, and Workforce Housing

Zeb began with a short true or false exercise to build a common vocabulary.

- The Housing Authority cannot add new public housing units under the federal Faircloth Amendment. The number is capped at the 100 units BHA had on December 31, 1998.
- Public housing and affordable housing are not the same. Affordable housing is an undefined and widely used term. Public housing is a federally regulated program with strict HUD guidelines.
- Workforce housing refers to homes targeted at households earning roughly 60 to 125 percent of area median income. These include teachers, service workers, medical staff, and first responders. Zeb noted that thirty six percent of Beaufort households are cost burdened and said the missing middle is the community's largest unmet need.
- Zeb explained that without shared definitions, communication becomes difficult and partnerships break down.

Local Trends and Housing Pressure

- Beaufort is not shrinking and is likely to see accelerated growth after the bypass opens.
- Market rate homes average four hundred thousand dollars, which far exceeds affordability for typical workers.
- Elders and native residents are increasingly priced out, creating long term community challenges.

Mixed Income Model

Zeb described BHA's goal of building mixed income communities where units look and function the same regardless of income level. This model is associated with improved outcomes in areas such as crime reduction, education, and economic mobility. He stated that BHA intends to use this proven approach in Beaufort.

BHA Organizational Priorities

Zeb shared a worksheet outlining the agency's strategic priorities:

1. **Enhance resident services.**
   Focus on self-sufficiency programs, on site literacy, skill development, and partnerships with schools and employers.
2. **Modernize and upgrade public housing units.**
   BHA is seeking a co-developer and is pursuing HUD's Rental Assistance Demonstration program to shift from Section 9 to Section 8 support. The goal is modern, energy efficient housing that blends with surrounding neighborhoods.
3. **Expand housing options where allowed.**
   Although the number of public housing units cannot increase, the number of workforce units can.
4. **Strengthen internal systems and community partnerships.**
   Staff development, improved internal processes, and expanded collaboration with nonprofits and community service providers.

Board Discussion Highlights

- **Sarah** asked whether BHA could demolish and rebuild units. Zeb confirmed that BHA can replace units but cannot exceed the 100-unit limit.
- **John** asked about rebuilding strategies and whether BHA could sell land to finance development. Zeb noted that federal land cannot be sold but long-term leases are possible. Land constraints make wholesale expansion impossible.
- **Paula** asked about the developer selection process. Zeb explained that the RFQ was issued last November, proposals were due on the day of the meeting, and a panel will rank candidates. The agency hopes to select a co-developer by April.
- **The Mayor** asked what BHA learned from the earlier WINN proposal. Zeb said there had been insufficient community engagement and that this time the RFQ requires developers to lead and support meaningful public involvement.
- **John** asked why BHA has not moved forward on workforce housing while private developers have. Zeb cited a combination of factors, including federal requirements, slower public timelines, and the need for foundational work that has now been completed.
- **Melvin** and **Dexter** asked about relocation plans, demand, and timing. Zeb said workforce housing would likely appear in phase two and beyond, after temporary relocation space is secured on BHA's undeveloped acreage.

- **The Mayor and Paula** connected the effort to economic development, noting that workforce housing is essential for retaining workers drawn by future growth.
- **Sarah** asked what support BHA needs. Zeb said municipal participation improves HUD scoring and that visible Town involvement in community engagement helps counter misinformation.

Zeb also shared his personal story, explaining why this work matters to him and emphasizing that Beaufort has the scale and capacity to accomplish this work with shared commitment.

Next steps

- Align Town and BHA on an engagement calendar and supporting materials
- Keep the Board updated on RFQ scoring, short list, and selection
- Prepare a summary of the refreshed housing needs assessment for future Board discussion

2026 Priority Setting

For the priority-setting exercise, commissioners and staff moved around the room and formed mixed groups. Stations were set up with large flipcharts listing candidate priorities. Each commissioner received five adhesive dots and voted at different stations for their personal top five. Staff also voted in a parallel process. After everyone cast votes, the facilitation team tallied and displayed the results in real time so the Board could see where alignment emerged.

Process highlights

- Mixed staff and commissioner groups circulated through priority stations.
- Each commissioner had five votes to place on separate priorities.
- Votes were tallied and displayed immediately, allowing the Board to reflect on areas of consensus and difference.
- **Sarah** noted that items featured in retreat presentations may have been top of mind, which could create some bias toward recently discussed topics.

- Overall, staff and Board outcomes were very close, with priorities largely aligned for the coming year.
- Staff will convert the Board's selections into scoped work plans and use them to focus effort and reporting over the next 12 months.

Board priorities (ranked by Board votes only)

1. **USDA Project** — 5 Board votes
2. **Develop a balanced FY26/FY27 Budget** — 5 Board votes
3. **Utility Rate Analysis** — 5 Board votes
4. **Economic Development Strategy** — 3 Board votes
5. **Beaufort Town Docks** — 2 Board votes
6. **PRAB Goals for 2026** — 2 Board votes
7. **UDO Update** — 2 Board votes
8. **WWTP Flow Date** — 1 Board vote
9. **Pump Station #7** — 1 Board vote
10. **611 Front Street Property** — 1 Board vote
11. **2026 Communications Strategy** — 1 Board vote
12. **Grant Writing for Town of Beaufort** — 1 Board vote
13. **Ann Street Park Construction in 2026** — 1 Board vote
14. **Thomas Simpson Land** — 1 Board vote
15. **Godette Hotel Rehabilitation** — 1 Board vote
16. **Live Oak Trees at 123–127 Front Street** — 1 Board vote

Reflections after the Tally

- Commissioners observed that infrastructure and fiscal clarity rose to the top, which fits the year's workload and recent discussions.

- Several members appreciated that waterfront operations and parks connectivity still placed on the list, indicating support for quality-of-life projects alongside core infrastructure.
- The group acknowledged Sarah's point about recency effects from the retreat agenda and agreed to revisit any lower-ranked items if circumstances change mid-year.
- Staff reiterated that these priorities will guide work plans, interim check-ins, and year-end reporting.

Wrapping Up

Over two days, the Board and staff aligned on near-term focus areas while grounding decisions in community experience, operational realities, and long-term resilience. The retreat produced clear parameters for the 2026 parking season, direction on paving and funding linked to USDA utility work, a structured path to evaluate utility rates, and a ranked list of priorities to guide budget and staff time. The discussions reinforced the importance of inclusive communications, safety and environmental stewardship on the waterfront, and a measured approach to economic development that builds capacity and preserves Beaufort's character.

What Carries Forward

- Items slated for the February 9 Board agenda
- A public utility rate work session and an April target for rate recommendations
- Paving bid preparation and resident communications, paired with historic preservation due diligence at 611 Front Street
- Monthly updates on docks operations and community engagement
- Conversion of the priority list into scoped work plans with owners and milestones

Mayor Harker thanked the board, staff and community partners and emphasized the importance of timely follow-through on items scheduled for the next meeting.

The meeting was adjourned.

Appendix

Kayak Rack

Teachable Moments:

- Education
- Social Media
- Newsletter

Additional items:

- Fuel, Parks, Roads, Parking, Tax rate, water/sewer cost
- What are we doing and why?
- Engage with other social media influencers and produce content
- Bike routes
- Budget item- all weather fire boat
- Safety improvement at speed hump, Randolph Johnson park - arrows painted on ground before and after hump. Kids near street
- PRAB provide feedback on Rachel Carson Reserve - primitive nature trail
- Band for Rock the Docks, latin band that plays occ. at Backstreet
- Recreation feeds - impact fees, address impact fees for parks and rec; remove cap
- Town documents that are accessible (Cloud)
- Front St. trees
- UDO
- Gibbs Creek

2026 Priorities – Dot Voting Results

Priority	Total Vote	Staff	Board
USDA Project – 10	10	5	5
Develop a balanced FY26/FY27 Budget – 10	10	5	5
Utility Rate Analysis – 8 votes;	8	3	5
Economic Development Strategy – 6 votes;	6	3	3
Beaufort Town Docks – 6 votes;	6	4	2
PRAB Goals for 2026 – 4 votes;	4	2	2
UDO Update – 3 votes;	3	1	2
WWTP Flow Date – 3 votes;	3	2	1
Pump Station #7 – 3 votes;	3	2	1
611 Front Street Property – 3 votes;	3	2	1
2026 Communications Strategy – 2 votes;	2	1	1
Grant Writing for Town of Beaufort – 2 votes;	2	1	1
Ann Street Park Construction in 2026 – 2 votes;	2	1	1
Thomas Simpson Land – 1 vote;	1	0	1
Godette Hotel Rehabilitation – 1 vote;	1	0	1
Live Oak Trees at 123-127 Front St – 1 vote;	1	0	1
NCDOT; Live Oak Round-a-bout – 1 vote;	1	1	0
Environmental Resilience Project – 1 vote;	1	1	0

Town of Beaufort, NC
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Board of Commissioners
Regular Meeting
6:00 PM Monday, February 09, 2026
Train Depot, 614 Broad Street

Call to Order/Pledge of Allegiance

Mayor Harker called the February 9, 2026, Board of Commissioners meeting to order at 6:00 PM.

She invited everyone to join in reciting the Pledge of Allegiance.

Roll Call

Elizabeth Lewis, Town Clerk called the roll.

Present: Mayor Harker, Commissioner Gillikin, Commissioner Spiegler, Commissioner Matthews, Commissioner Cooper, and Commissioner LoPiccolo.

Absent: None

Agenda Approval

Commissioner Cooper made a motion to approve the agenda as presented.

The motion carried unanimously with a (5-0) vote.

Items of Consent

1. Meeting Minutes: January 12, 2026
2. FY 27 Budget Calendar

   Commissioner Cooper made a motion to approve the Items of Consent.

   The motion carried unanimously with a (5-0) vote.

Public Comment

Ed Seelaus: 108 Charles Street (Beaufort, NC)

Mr. Seelaus addressed the Board regarding ongoing flooding concerns in the Charles Street neighborhood. He explained that he previously organized neighborhood residents to bring attention to worsening drainage issues, which resulted in the Town clearing drainage ditches and replacing an underground pipe behind the community. Mr. Seelaus expressed appreciation for those efforts, noting the improvements were effective for a period of time. Mr. Seelaus stated that flooding concerns

resurfaced during development of a project located behind the neighborhood. He explained that, although he had been assured by the Town Engineer and Planning Director that the elevation of the development would not create drainage impacts, he observed additional fill material being added after initial grading, raising concerns about increased elevation levels. Mr. Seelaus reported that he requested to review elevation plats to confirm compliance and was informed the matter would be reviewed with the project engineer; however, he stated he has not received a response despite multiple follow-up communications. Mr. Seelaus described renewed flooding occurring within the neighborhood, particularly near a central intersection, and reported experiencing significant property damage, including foundation cracking and repairs requiring structural work to his home. He expressed concern that the flooding may be related to nearby development activity and requested the Town investigate the cause of recurring flooding and identify potential remedies.

Shane Guthrie: Candidate for Sheriff

Mr. Shane Guthrie introduced himself as a candidate for Carteret County Sheriff. He stated he is a Carteret County native with 34 years of law enforcement experience, including service with Dare County, the Beaufort Police Department, and the Pitt County Sheriff's Office, where he retired after 30 years. He noted he currently works part-time serving civil papers and returned to Carteret County three years ago. Mr. Guthrie shared that his decision to run for sheriff followed the current sheriff's announcement to retire and pursue congressional office. He outlined several initiatives he would seek to implement if elected, including equipping all patrol vehicles with AEDs, establishing a youth mentorship summer camp program, creating a Citizens Academy to promote transparency and public understanding of law enforcement operations, and developing a senior citizen welfare check program utilizing trained volunteers.

Bob Cole: 500 Front Street (Beaufort, NC)

Mr. Bob Cole introduced himself as the new General Manager for F3 Marina. He provided an overview of his professional background, including military customer service and sales experience, followed by approximately 15 years in marina and boat service operations, where he advanced from dockhand to managing a large service department in Maine. He described his customer-service, focused management style and expressed enthusiasm about returning to Beaufort to work with F3 Marina and providing a high level of service to residents and visitors.

Janet Woodward: 2217 Lennoxville Road (Beaufort, NC)

Ms. Woodward addressed the Board regarding pedestrian safety concerns along Lennoxville Road. She noted continued residential growth in the area and stated the roadway serves a significant and expanding number of homes, with additional development anticipated. Ms. Woodward advocated for the construction of sidewalks to improve safety for school children, pedestrians, cyclists, and other recreational users. She expressed concern that increasing traffic and development will further impact safety conditions and referenced prior discussions with the North Carolina Department of Transportation regarding sidewalk installation on the state-maintained road. Ms. Woodward urged the Board to take proactive action, including consideration of a resolution to the State, emphasizing the need to address safety concerns before accidents occur. She concluded by requesting the Town's support in advancing sidewalk planning efforts for Lenoxville Road.

New Business

1. Case #26-01 Preliminary: Final Plat - 110 Davis Bay Drive

   Planning Director, Kyle Garner, presented Case #26-01, a request for combined preliminary and final plat approval for property located at 110 Davis Bay Drive. Mr. Garner explained that, although the proposal would typically qualify as a minor subdivision under other ordinances, the Town of Beaufort does not include a minor subdivision provision; therefore, all non-exempt subdivisions must be reviewed by the Board as major

subdivisions. Mr. Garner stated the request would divide a 10.1-acre tract into two parcels consisting of approximately 4.95 acres and 5.06 acres. He noted the property is zoned R-20, contains one existing single-family residence, is located within the Town's extraterritorial jurisdiction, and is designated as rural/working land in the Land Use Plan. The site is served by existing private streets, includes Environmental Health review for septic service, and requires no infrastructure bonding. Mr. Garner presented location maps and an aerial image of the property and reported the Planning Board reviewed the request at its January meeting and recommended approval unanimously.

Commissioner Spiegler requested clarification regarding simultaneous preliminary and final plat review.

Mr. Garner confirmed the combined review was permitted because no infrastructure improvements were required.

Commissioner LoPiccolo noted the request was procedural in nature and met all Town requirements.

Commissioner LoPiccolo made a motion to approve Case #26-01, including both the preliminary and final plat for 110 Davis Bay Drive.

The motion carried unanimously with a (5-0) vote.

2. Case #26-02 Subdivision: Preliminary & Final Plat-153 Kelly Drive

Michelle Eitner presented Case #26-02, a request to subdivide one property into two lots through a combined preliminary and final plat review. She explained that, similar to the previous case, no infrastructure improvements were proposed; therefore, both plats were being considered simultaneously. Ms. Eitner stated the proposal included an engineered septic system for the newly created lot. Tract A contains an existing residence, while Tract B would be created as vacant land intended for development with a single-family home. The property is zoned R-20, with approximately five acres proposed for one tract and 2.35 acres for the other. She presented maps identifying the property location near the intersection of Live Oak Street and the Beaufort Bypass on Kelly Drive and noted the parcel is an already established lot. Ms. Eitner reported that the Planning Board had reviewed the application and unanimously recommended approval.

Commissioner Matthews requested clarification regarding language in Item 40 referencing a potential tabling of the recommendation.

Ms. Eitner explained the language reflected available options for Board consideration and reiterated the Planning Board's unanimous recommendation for approval.

Commissioner Matthews inquired about whether a formal notification process exists to inform the Town when a plat is recorded, referencing a prior situation in which a plat was not recorded within the required timeframe.

Ms. Eitner explained that the Town is not automatically notified when plats are recorded and typically becomes aware through communication with surveyors or applicants. She noted that in this instance the lot had previously been created by deed, and staff informed the property owner that the subdivision was required to proceed through the formal review process after an earlier recording deadline was missed.

Town Manager, Matt Zapp, provided additional context, confirming there is no automatic notification from Carteret County to municipal jurisdictions when plats are recorded. He stated that, based on ongoing communication with the property owner, he anticipated the plat would be recorded promptly within the required 60-day timeframe. He further noted the circumstances surrounding this case were rare and resulted from a procedural misstep following an assignment.

Commissioner Gillikin asked whether there were any concerns related to road access and whether the road serving the property was private.

Ms. Eitner confirmed the road is private and explained that Note 9 on the plat outlines fire and rescue access requirements, which would be evaluated when a building permit application is submitted for development of Tract B.

Commissioner Gilligan moved to approve Case #26-02, Preliminary and Final Plat, as presented.

The motion carried unanimously with a (5-0) vote.

3. Capital Project BA #3- USDA Stormwater and Streets Improvements & FY26 BA #4

Finance Director, Christi Wood, presented two budget amendments related to the Town's paving project. She reminded the Board that the matter had been discussed during the Board of Commissioners annual retreat, where the Board expressed its desire to appropriate $2,600,000 from General Fund fund balance to support edge-to-edge paving of streets impacted by USDA infrastructure projects.

Ms. Wood outlined the financial structure of the project, stating the total paving cost is estimated at $4,680,000, consisting of $2,080,000 in USDA funding and a Town match of $2,600,000. She noted the Board had previously directed staff to move forward with obtaining bids for the paving work and to consider the potential sale of Town-owned property to partially replenish the one-time use of fund balance. Ms. Wood explained the technical components of the amendments. Budget Amendment No. 3 transfers funds from the General Fund to the USDA stormwater project fund, while Budget Amendment No. 4 appropriates General Fund fund balance and transfers those funds into the project fund.

Commissioner Spiegler emphasized the importance of moving forward promptly, noting that smaller municipalities often experience delays in scheduling paving projects and that timely action would help prevent further delays.

Commissioner Gillikin clarified for the public that the Board intends to pursue options to replenish the General Fund following the appropriation, acknowledging that while the full amount may not be restored, replenishment remains the Board's goal.

The Board agreed to consider each budget amendment separately.

Commissioner Matthews made a motion to approve Budget Amendment No. 3 for the USDA stormwater project.

The motion carried unanimously with a (5-0) vote.

Commissioner Cooper moved to approve FY 2026 Budget Amendment No. 4.

Commissioner LoPiccolo provided additional comments, explaining that the paving strategy allows the Town to move beyond patchwork repairs toward comprehensive edge-to-edge paving. He noted that many streets had experienced significant impacts from infrastructure work and emphasized the Board's intent to ensure repairs are completed properly to extend roadway longevity. He acknowledged ongoing roadway challenges and thanked residents for their patience as improvements move forward.

4. Volunteer Board Appointments

Mayor Harker reviewed the appointment process for advisory boards, noting vacancies for two in-town members on the Historic Preservation Commission (three-year terms) and three in-town members on the Planning Board (three-year terms). She explained the nomination and voting procedures to be followed.

Commissioner Cooper made a motion to open the floor for Planning Board nominations.

The motion carried unanimously with a (5-0) vote.

The following nominations were made:

Commissioner Matthews nominated Randall Mann.

Commissioner Spiegler nominated Victor Fasolino.

Commissioner Gillikin nominated Cameron White.

Commissioner Cooper nominated George Stanziale.

Commissioner LoPiccolo nominated Will Barnett.

Commissioner Cooper made a motion to close the floor for nominations.

The motion carried unanimously with a (5-0) vote.

Votes were cast as follows:

Victor Fasolino — 5 votes

George Stanziale — 5 votes

Cameron White — 3 votes

Randall Mann — 1 vote

Will Barnett — 1 vote

Based on the voting results, Mayor Harker declared that Victor Fasolino, George Stanziale, and Cameron White be appointed to serve three-year terms on the Planning Board.

Commissioner Gillikin made a motion to open the floor for Historic Preservation Commission (HPC) nominations.

The motion carried unanimously with a (5-0) vote.

Commissioner LoPiccolo nominated Bradley Hedrick.

No other nominations were made.

Commissioner Gillikin made a motion to close the floor for nominations.

The motion carried unanimously with a (5-0) vote.

Mayor Harker called for a vote related to the appointment of Bradley Hedrick to serve on the HPC for a three-year term.

The Board unanimously voted (5-0) in favor of Mr. Hedrick's appointment.

The Board noted one HPC position would need to be re-advertised.

5. 2026 Parking Season

Town Manager, Matt Zapp, presented recommended updates to the Town’s parking program following discussions held during the recent Board of Commissioners annual retreat. The proposed changes included establishing a uniform paid parking season from May 1 through October 1, providing one free parking pass per residential household located within the Beaufort Town limits, implementing a flat parking rate of $3.00 per hour across all parking spaces including Front Street and premium lots, and updating parking signage to create a more user-friendly system.

Commissioner Spiegler thanked Mr. Zapp and staff for presenting thorough information at the retreat and acknowledged their work reviewing parking rates and analyzing program performance from the previous year.

Commissioner LoPiccolo requested clarification regarding eligibility for the residential parking pass, specifically whether the pass would be tied to water billing accounts and limited to residents within Town limits.

Mr. Zapp confirmed that eligibility would apply only to properties located within Town limits and identified as paying Town property taxes.

Mayor Harker further clarified that residents living in apartment complexes within Town limits would also qualify, as the property owners pay Town property taxes, and individual residents would receive passes.

Mr. Zapp confirmed this interpretation.

Commissioner Gillikin made a motion to approve the parking program adjustments for the 2026 season as presented, including establishing a paid parking season from May 1 through October 1; providing each Beaufort residential household with a three-hour free parking pass tied to property tax residency, including residents in multi-unit complexes; implementing a flat rate of $3.00 per hour across all parking spaces and lots; and updating parking signage.

The motion carried unanimously with a (5-0) vote.

6. “Rock the Docks” Concert Series 2026

Jen Welborn, Community Engagement Director, presented a special event permit application for the Town of Beaufort to host the Rock the Docks concert series. She explained that the event had previously been organized by the Beaufort Business Association; however, following the organization’s decision to discontinue hosting the event last year, the Town proposed assuming responsibility for coordinating and operating the series. Ms. Welborn outlined the event as a free, family-friendly live music series consisting of twelve performances scheduled on Thursdays from 5:00 p.m. to 8:00 p.m., beginning May 21 and continuing through August 6. The concerts would be held at John Newton Park and the adjacent western parking lot and would feature a variety of musical genres. She explained the event is intended to encourage takeout dining and increase patronage of local businesses before and after performances. Ms. Welborn reported that Dock House Restaurant had committed a $5,000 sponsorship to support the program, matching the estimated event budget, which would fund a minimum of twelve performances at approximately $400 per show. Staff would continue seeking additional sponsorships to support larger musical acts. She displayed a sample promotional flyer and noted that the event proposal had received internal approval from the Police Department, Fire Department, Public Works, and Administration.

Ms. Welborn requested approval for alcohol consumption within a designated, partitioned area of John Newton Park to be operated by Dock House Restaurant and monitored by police personnel. She also requested approval to utilize the western parking lot for staging and event activities, with designated areas for golf cart parking and a separate family-friendly space where alcohol would not be permitted.

Commissioner Cooper asked about enforcement of the no-alcohol family area.

Ms. Welborn confirmed police staffing would be present to monitor the event.

Commissioner Gillikin expressed appreciation for staff’s efforts to revive the event and welcomed Dock House Restaurant’s sponsorship and community involvement.

Commissioner Spiegler echoed support for the event and inquired about potential shade options for attendees.

Ms. Welborn responded that staff were still coordinating logistical details and may utilize the Town’s event tent.

Commissioner LoPiccolo thanked Ms. Welborn for bringing the event back and noted community interest following its absence the previous year. He asked about parking lot logistics and timing for closing the lot to transition to golf cart parking.

Ms. Welborn explained the transition would occur during the afternoon, approximately between 2:00 p.m. and 3:00 p.m., allowing the lot to remain available during peak daytime hours while accommodating event needs.

Commissioner Cooper asked whether closing the parking lot for the entire day would reduce confusion and prevent vehicles from remaining in the lot during setup.

Ms. Welborn stated staff preferred not to close the lot all day due to its importance as prime downtown parking during busy summer Thursdays.

Mr. Zapp added that Pivot Parking technology would allow staff to implement an electronic cutoff preventing additional parking payments after a designated time, thereby managing traffic flow while maintaining maximum parking availability for downtown businesses. He noted staff would coordinate with Police and Pivot Parking to ensure proper signage and flexibility during peak periods.

Mayor Harker thanked the Parks and Recreation Advisory Board for its work in reestablishing the event and asked about plans for additional trash receptacles to accommodate increased food activity.

Ms. Welborn confirmed additional receptacles would be provided and that staff were continuing to finalize operational details.

Mayor Harker emphasized the importance of maintaining cleanliness and preventing litter from entering nearby waterways.

Commissioner Matthews made a motion to approve the Rock the Docks special event permit as presented, including approval of an alcohol waiver for John Newton Park and closure of the western parking lot during designated event times.

The motion carried unanimously with a (5-0) vote.

Manager Report

Town Manager Matt Zapp thanked the Board of Commissioners, staff, and facilitation team for what he described as a productive strategic retreat held January 29–30 at the Beaufort Hotel. He reported that the retreat resulted in the development of strategic goals and identification of the Town's top priorities. While noting that all identified initiatives are important, he emphasized completion of the USDA infrastructure projects and associated paving work before the end of 2026 as a primary focus. Mr. Zapp explained that the addition of approximately 21,000 linear feet of waterline work transferred from the Town's primary contractor to TA Loving and Company may extend portions of construction into spring 2027; however, he stated that the paving and USDA-related work remain critical priorities for the community.

Mr. Zapp provided an update on Turner Street construction, noting that despite losing approximately one week of progress due to a significant winter storm, the street was targeted to reopen temporarily by February 14 in advance of Mardi Gras festivities. He explained that the reopening would be temporary, as final asphalt and roadway surfaces had not yet been completed. Additional work will require the street to close again for installation of remaining infrastructure, placement and compaction of ABC stone base, and application of approximately 2.5 inches of asphalt. He added that installation of the decorative crosswalk will require concrete repouring and curing time prior to installation of brick pavers, extending construction by approximately seven days. The goal remains to complete the work in March ahead of the peak visitor season beginning early to mid-April.

Mr. Zapp announced that the Town's Mardi Gras celebration is scheduled for February 21, with vendor applications continuing to be accepted through the Beaufort Business Association. He also noted that the Beaufort Historic Sites Mardi Gras Ball scheduled for February 20 had been canceled.

Mr. Zapp again expressed appreciation to Fire Chief Tony Ray for his dedicated service and reported that more than 100 applications had been received for the Fire Chief position. Interviews were underway, and an announcement was anticipated in March.

Additional updates included participation in a New Business Panel hosted by the Small Business Center at Carteret Community College on February 17, the release of a new "Beaufort Minute" segment highlighting the Beaufort Community Foundation and opportunities associated with its 501(c)(3) status, and progress on installation of the Town's fuel farm. Mr. Zapp reported that despite weather-related delays, the fuel farm project remains on schedule for completion in April 2026.

Mayor/Commissioner Comments

Commissioner Matthews thanked all individuals who applied to serve on the Town's volunteer boards and encouraged those not selected to remain engaged and continue participating in Town initiatives.

Commissioner LoPiccolo reflected on the recent Board of Commissioners retreat, noting it was successful and expressing appreciation to everyone involved in its planning and facilitation. He also thanked Fire Chief Tony Ray for his service and dedication to the Town during his tenure.

Commissioner Cooper thanked Town staff for their efforts and responsiveness during the recent winter storm.

Commissioner Gillikin expressed appreciation for the community's patience with ongoing road construction, acknowledging social media commentary surrounding the projects while encouraging residents to maintain a positive perspective and drive more cautiously. She specifically raised concerns regarding Cedar Street between Turner Street and the former Grayden Paul Bridge, requesting consideration of reducing the speed limit from 35 miles per hour to 25 miles per hour due to speeding traffic, GPS-related confusion at the dead end, nearby hotel and marina activity, and pedestrian safety considerations. She added that slowing down allows greater appreciation of the community and expressed optimism about the long-term benefits of the infrastructure improvements despite temporary inconveniences.

Commissioner Spiegler thanked those attending both in person and online and commented on the recent snowfall, describing it as historic and beautiful. Although accustomed to snow events from living outside North Carolina, she noted appreciation for how long the snow remained and for the community slowing down during the storm.

Mayor Harker concluded by thanking Town staff for their work and dedication in keeping Beaufort safe during the winter storm.

Closed Session

1. Pursuant to NCGS 143-318.11 (a) (3)

   Commissioner Cooper made a motion to enter closed session at 7:05 PM, pursuant to NCGS 143-318.11 (a) (3).

   The motion carried unanimously with a (5-0) vote.

   Following closed session, no formal action was taken by the Board of Commissioners.

Adjourn

Commissioner Gillikin made a motion to adjourn the meeting at 8:25 PM.

The motion carried unanimously with a (5-0) vote.

_____

Sharon E. Harker, Mayor

_____

Elizabeth Lewis, Town Clerk

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

Board of Commissioners Work Session
4:00 PM Monday, February 23, 2026
Train Depot, 614 Broad Street

Call To Order

Mayor Pro Tem Gillikin called the meeting to order at 4:06 PM.

Roll Call

Elizabeth Lewis, Town Clerk, called the roll:

PRESENT:

Mayor Pro Tem Gillikin
Commissioner Cooper
Commissioner LoPiccolo
Commissioner Matthews
Commissioner Spiegler

Mayor Harker joined the meeting a few minutes late.

ABSENT: None

Agenda Approval

Commissioner Cooper made a motion to approve the agenda as presented.

The motion carried unanimously with a (5-0) vote.

Mayor Harker arrived to the meeting at 4:07 PM.

Items for Discussion and Consideration

1. Rejection of Bid: Stormwater Collection System Cleaning, Inspection, and Rehabilitation

   Town Engineer Sam Bell explained that both the first and second agenda items related to the same stormwater project funded through a North Carolina Department of Public Safety Disaster Relief and Recovery Mitigation/Resiliency Directed Grant that the town received as a sub-recipient through Carteret County. Bell stated that

the town had explored various project options, with some not panning out, but was able to develop a bid package for inspecting and cleaning stormwater lines in the downtown area with repairs where feasible.

Bell recommended rejecting the sole bid because it exceeded the $500,000 formal bidding threshold, making this a time-sensitive issue requiring board action. Mayor Harker confirmed the urgency and opened the floor for discussion.

Commissioner Cooper inquired about what had been removed from the original scope to address the cost overrun. Bell explained that all invasive repairs were eliminated from the second round of bids, including point repairs, line pipe replacement, and expensive excavation work. The revised scope retained inspection work, cleaning, and some non-invasive lining repairs.

Town Manager Matt Zapp provided additional context, explaining that the town received nearly $530,000 in grant funds and was seeking the best utilization of these resources for stormwater repair. He described how the original bid language could have been interpreted to require contractors to fix every point repair encountered, leading to bids well over $1 million against a $500,000 budget. The contract was re-worded to specify cost per lineal foot for camera work and cleaning, with any remaining funds available for identified point repairs up to the grant limit.

Commissioner Cooper sought clarification about the inspection zones, with Zapp confirming that the work would focus on areas with existing underground stormwater infrastructure, predominantly in the older parts of town near the historic downtown area, as opposed to areas with open ditches that can be visually inspected.

Commissioner Cooper made a motion to reject the bid for the Stormwater Collection System Cleaning, Inspection, and Rehabilitation from Trader Construction Company received on January 20, 2026.

The motion carried unanimously with a (5-0) vote.

2. Award of Construction Contract: Stormwater Collection System Cleaning, Inspection, and Rehabilitation

Bell presented the results of the second bidding round, which reduced the project scope to ensure bids would come in below the formal threshold. The town received one successful bid under the threshold and staff recommended awarding the contract in the amount of $463,229.40 to Trader Construction Company of New Bern for cleaning, inspection, and lining of stormwater infrastructure in the downtown area.

Commissioner Matthews asked what specific items were removed from the original bidding package. Bell reiterated that all invasive repairs including point repairs, line pipe replacement, and expensive excavation were eliminated, while keeping inspection work, cleaning, and non-invasive lining to provide a good assessment of the system condition and enable some repairs.

Matthews inquired whether the dropped work would be incorporated into future capital improvement plans. Zapp explained the grant's 100% funding and the town's efforts to maximize the $530,000 allocation. He described how the revised contract

structure would allow completion of inspection and cleaning work, with any remaining funds applied to identified point repairs on a cost-per-location basis until the grant is fully utilized. Any additional repairs needed would be evaluated for inclusion in the capital improvement plan.

Zapp emphasized how time sensitive this project was, noting that contractor work needed to be completed by the County's deadline of June 30th and making the workshop session timing crucial for project success.

Commissioner Gillikin made a motion to approve the construction contract to hire Trader Construction Company for Stormwater Collection System Cleaning, Inspection, and Rehabilitation received on February 10, 2026.

The motion carried unanimously with a (5-0) vote.

3. UDO Project: Staff and Consultant Update

Town Planner Michelle Eitner introduced the Unified Development Ordinance (UDO) project update and yielded her time to consultant Tyson Smith from White Smith Cousino planning firm. Smith provided a comprehensive overview of the Unified Development Ordinance project timeline and current status.

Smith explained the project background, noting the process began after adoption of the CAMA Plan with an RFP issued in 2020 for the Land Use Plan (LUP) and UDO. The town adopted the plan in 2023-2024, and White Smith Cousino was brought on to assess current Land Development Ordinances (LDO) through November 2024. The actual UDO drafting project kicked off at the beginning of 2025, coinciding with receipt of the state grant for the Resilient Coastal Community Program (RCCP). The project follows a five-module structure, with Module 1 largely completed in 2025. Module 2 started in limited fashion, with Modules 2 and 3 expected to finish in 2026, and Modules 4 and 5 completing by the end of the following year.

Smith detailed key deliverables completed, including the coastal resilience overlay district ordinance funded by the state grant. This complex work included an impervious surface coverage evaluation of the community using sample sites to help decision-makers understand potential percentage requirements compared to existing development patterns. The landscape and tree ordinance was also addressed as part of Module 1's resilience focus.

Smith described the extensive community outreach conducted, including kickoff sessions, Beaufort Farmers Market presence, listening sessions at the Train Depot, and one-on-one stakeholder meetings with the development community. Tools used included informational boards and a dedicated website with community and UDO subcommittee sections containing all project documents, meeting records, and schedules. The project also included six board meetings, three planning board meetings, and eight UDO steering committee meetings to date.

Regarding current status, Smith explained that Module 2 work was limited to topics unaffected by Senate Bill 382 (the "down zoning bill") passed in

December 2024. Staff identified elements that wouldn't implicate property use reductions to continue work without making legal judgments about the new legislation.

Commissioner Matthews sought clarification about the work stoppage, confirming that nothing tied to Senate Bill 382 compliance had been done since November 2025. Town Attorney Arey Grady confirmed that staff and consultants stopped work on anything potentially impacted by the down-zoning legislation pending further board guidance and direction.

Commissioner Spiegler asked for clarification about which UDO parts could proceed. Grady explained that consultants continue working on non-down-zoning impacted portions, with the need for board discussion about future module direction to be addressed in closed session.

No formal action was taken on this matter.

4. Cedar Street Speed Limit Review (Turner Street to Western Terminus)

Town Manager Matt Zapp presented a commissioner-requested review of Cedar Street speed limits. He explained that the section from Turner Street west to the terminus remains under NCDOT control, while sections from Turner Street toward Live Oak are under town control. The request involves asking NCDOT Division 2 to review the western section's current 35 mph speed limit for potential reduction to 25 mph.

Commissioner LoPiccolo requested supporting data including speed studies, accident reports, speeding citations, or injury records for the area.

Commissioner Gillikin explained that several complaints arose from marina users crossing the road to parking areas expressing safety concerns about vehicle speeds, particularly with the new Compass Margaritaville Hotel development and some GPS units directing traffic to the dead-end location of the old bridge. Gillikin stated that the marina and Compass Hotel were both in favor of a speed limit reduction.

Commissioner Cooper, a Cedar Street resident, supported the reduction while noting occasional speeding vehicles and increased safety concerns with the hotel opening and adjacent parking requiring pedestrians to cross Cedar Street.

Commissioner LoPiccolo raised enforcement consistency concerns, questioning whether spot speed limit changes create complications for Police Department enforcement and whether current speed limit enforcement might address the problem.

Commissioner Spiegler emphasized the educational value of posted speed limit signs, particularly for the short dead-end stretch where signage might effectively reduce speeds from visitors unfamiliar with the area.

Commissioner Matthews asked about NCDOT's review criteria for speed limit change requests. Mayor Harker referenced the resolution language addressing pedestrian safety enhancement, neighborhood livability improvement, and overall traffic safety promotion. Town Manager Zapp shared experience from a similar NC-58 speed reduction request in Emerald Isle, explaining NCDOT's process requiring

local government resolution support combined with their internal evaluation criteria. He emphasized that "speed limits do not reduce accidents; speed limits reduce the severity of accidents." Zapp noted the lack of existing crash data but characterized this as a proactive approach given the anticipated traffic changes from the hotel and the dead-end turnaround situation that may cause unsafe driving behaviors and expected NCDOT to be supportive of a reduced speed limit.

Commissioner Cooper suggested conducting a traffic study for additional data support. Police Chief Paul Burdette confirmed the department's capability to conduct speed studies using traffic monitoring equipment but cautioned that results typically show general speed limit compliance. He noted the road structure and proximity factors often create perceptions of higher speeds than actual measurements. However, he supported the reduction request given the terminus location and increased activity.

Mayor Harker emphasized the benefit of taking a proactive approach given the anticipated increase in activity associated with the opening of the Compass Hotel. She suggested requesting the speed limit review now would help address potential safety concerns before issues arise rather than responding after an incident occurs.

Commissioner Cooper made a motion to pass the Resolution Requesting Review and Reduction of the Speed Limit on Cedar Street.

The motion carried unanimously with a (5-0) vote.

Before moving into a closed session, Mayor Harker provided time for Commissioner Cooper to share remarks about Black History Month. Cooper discussed the historical significance of Beaufort's Godette Hotel, which served Black travelers similarly to businesses listed in the Green Book travel guide, students, and Menhaden fishermen. He shared personal family history including his uncle's use of the Green Book for safe travel from New York through Virginia due to his interracial marriage, and his grandfather's experiences he had to endure being born into slavery. Cooper also acknowledged the recent passing of civil rights activist Reverend Jesse Jackson, who had visited New Bern.

Closed Session

1. Pursuant to NCGS 143-318.11 (a) (3)

   Commissioner Gillikin made a motion to enter into a closed session pursuant to NCGS 143-318.11 (a) (3) at 4:46 PM.

   The motion carried unanimously with a (5-0) vote.

Adjourn

Commissioner Gillikin made a motion to adjourn the meeting at 8:17 PM. The motion carried unanimously with a (5-0) vote.

Sharon E. Harker, Mayor

Jennifer L. Welborn, Deputy Town Clerk

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

Board of Commissioners
Regular Meeting
6:00 PM, Monday, March 9, 2026

AGENDA CATEGORY: Items of Consent
SUBJECT: Rotary Historic Beaufort Road Race

BACKGROUND:

Event organizers for the Historic Beaufort Road Race run by the Beaufort Ole Towne Rotary have submitted an event application to host their annual event on Saturday, June 13, 2026. The event requests the closure of roads and the use of John Newton Park. The event hours are from 6:00 AM until approximately 10:30 AM. The event organizers request the delay of paid parking until 10:30 AM. The event will require 4 off-duty officers to work 4 hours at the for-hire rate.

The following is an outline of the requests for the event:

- June 13, 2026
- Set-up 6:00 AM - Race start at 7:30 AM – Finished by 10:30 AM
- Request for a new race route this year (along Ann Street instead of Craven) – map attached
- Request Turner Street be closed from Middle Lane to Front Street from 6 - 10 AM
- Request Front Street be closed from Orange to Queen Streets from 6 - 10 AM
- Request paid parking be suspended until 10:30 AM
- Event will provide volunteers to help supplement public safety personnel at intersections along Front Street

This Special Event Application has been reviewed and approved by Town staff.

REQUESTED ACTION: Approval as presented.

SUBMITTED BY: Jennifer Welborn, Community Engagement Director

BUDGET AMENDMENT REQUIRED:

No

Date Application Received: 2.

Permit Number:

TOWN of BEAUFORT NORTH CAROLINA

APPLICATION FOR SPECIAL EVENT PERMIT

Please return completed application form with permit fee and paperwork to:

Events Coordinator, Town of Beaufort
701 Front Street
P.O. Box 390
Beaufort, NC 28516
Phone: (252) 728-2141 Email: r.johnson@beaufortnc.org

Applications submitted late or incomplete may not receive approval and may not be issued a permit.

EVENT BASICS

Event Name: Rotary Historic Beaufort Road Race

Location of Event Site: Front Street

(If more than one site is being requested please be specific and list each one individually below)

Racers will start and end at the corner of Front and Turner Street

Run by: Beaufort Ole Towne Rotary

Applicant (Organizer) Name: Christine Lamb Contact # 303-907-2735

Day of Event Contact #: Christine Lamb Email: info@beaufortoletownerotary.com

Type of Event:

- ○ Festival
- ○ Parade
- ● 5K Race
- ● 10K Race
- ● 1 mile race/walk

- ○ Music Event
- ○ Other _____

Actual Event Date(s): June 13, 2026 Time of Event: 6 am -10:30 am

Set-Up Date: June 13, 2025 Start Time: 6am

Tear Down Date: June 13, 2026 End Time: 10:30

Estimated Attendance: 300-400 Admission Fees: n/a

Event Description:
NOTE NEW RACE ROUTE -Charity Road Race 10K, 5K,Race, 1 mile walk

ORGANIZER/APPLICANT INFORMATION

Name of Organization: Beaufort Ole Towne Rotary

Primary Contact Person: Christine Lamb

Mailing Address: PO Box 737, Beaufort, NC 28516

Email: info@beaufortoletownerotary.com

Daytime Phone #: 303-907-2735 Cell Phone #: 303-907-2735

Alternate Contact Person:_____ Phone #: _____

Is your group a non-profit organization? yes If yes, please provide documentation with your application.

SITE PLAN

Site Plan Attached

- ● Yes
- ○ No

(If you need help, please set up a meeting with the Town of Beaufort's Events Coordinator)

A detailed site plan must be included with your event application. The following, should they be relevant, must be included in your Site Plan.

- Location of all tents and temporary structures
- Location of requested barricades and road closures
- Emergency exits
- Fire extinguishers, propane storage
- Location of command post, medical & first aid station, emergency vehicle access points and all exits and entrances (both emergency and for the public)
- Fencing, staging, bleachers, stages, inflatables, etc.
- Food/refreshment tent vendors, refreshment tents
- Food Trucks
- Location of Restrooms
- 5K/10K race routes

If the Site Plan is not submitted with the event application, the deadline is 45 days before the event, otherwise a permit will not be issued.

PARKS & PARKING LOTS REQUESTED

Please mark all that apply:

- ○ East Parking Lot
- ○ West Parking Lot
- ○ Craven Street Parking
- ○ Middle Lane
- ● John Newton Park
- ○ Lynn Eury Park
- ○ Grayden Paul Park
- ○ Topsail Marine Park
- ○ Other Please list: _____

Specific Requirements: (Extra trash cans/recycling/electrical etc.) Please be specific and include each item on the Site Plan for the desired location. Please note extra charges may apply in accordance to the fee schedule. (Trash/Recycling Carts: $10 each, Electricity: $50)

_No Electric needed_____
Recycle cans X 2($20)_____
_____
_____
_____
_____
_____

OTHER EVENT DETAILS

Please provide the name and contact information of all outside companies who are providing services during your event. IE: Tent Rentals, Inflatable Rentals, Port-A-Pottie Rentals, etc.

Run the East (race management) Jamie Orr 252-902-9717
Port A Pottie Rentals - Blu site solutions (800) 682-7023

Will there be canon/re-enactment fire during your event? N/A If yes, please coordinate with the Beaufort Fire Department for safety procedures.

ALCOHOL

Alcohol at the event YES_____NO_X__ Attach all required paperwork. Applicant is responsible for obtaining applicable ABC License and Liquor Liability Insurance. Applicant must provide a clearly marked and contained area for alcohol consumption and hire two Town of Beaufort police officers at a rate of $35 per hour for the duration. (The Police Chief will review the application for exceptions.) All local, state and Federal laws must be adhered to.
I/we have read, understand and will comply with the rules outlined by the Town of Beaufort in the Town Code of Ordinances as well as in the Event Procedures.

X_____(Applicant's Signature)

ROAD CLOSURES

Does your event require a road closure? X YES _____NO

Please provide specifics below:

Road	Set-Up Time	Event Start Time	Finish Time	Tear Down Time
Turner Street	6 am	7:30 am	10:00 am	10:30 am
Front Street	6 am	7:30 am	10 AM	10:30 am
Turner Street Bridge			**residents and visitors of**	Racers on Turner and
	Broad due to high traffic	**In this area during the**	**Farmers Market)**	

If a road closure has any impact on area businesses and/or residents, the applicant will be required to inform all residents and/or businesses in the area of the road closure, by letter or hand-delivered flyer at least 14 days in advance of the event, of the particulars of the approved temporary road closure and any detour route available.

Emergency Vehicle Access Requirements*: A road may be closed to regular traffic during an event, but an unobstructed fire lane must be left open at all times for emergency vehicles.*

PARKING/PARKING LOTS

Parking lots required for Event set-up: (Please mark on the site map if applicable) (Please note charges may apply. The rate is $18 per day per space in the East & West parking lots and $9 per on street parking space per day for special event closure during Pay-To-Park season).

Please list all parking lots and spaces you are requesting. Spaces are numbered so please be specific. Also please note that parking space closures MUST be approved by the Board of Commissioners. Event organizers are not permitted to acquire additional spaces without Town permission prior to an event.

We are requesting town parking fees collection be delayed until 10:30 am the day of the race.

Please list off-site Parking Location for Vendors & Event Staff: A letter of permission is required for the use of private property per the event procedures. Please include this with your event application.

N/A

Bicycle Parking: Yes_____No __x___

Additional Handicap Parking: Yes_____No___x_____Location: _____

Event Parking: (Please outline your plan for day of parking for event attendees. Please include parking lot locations and the name/contact information for any shuttle/trolley service):

Event participants will park on Turner Street, Ann Street and side streets adjacent to Front Street

PARADE/WALK INFORMATION

Parade Assembly Area:_____ Time: _____

Parade Dismissal Area:_____ Time: _____

Parade Start Time: _____

EMERGENCY MANAGEMENT

Route Map Attached: __X__ YES _____ NO (Please note a route map is required)

Designated Emergency personal/liaison (onsite): Christine Lamb

Cell #: 303-907-2735 Other Contact: _____

How will your event staff react to severe weather?

_Event will be canceled or delayed in the event of severe weather

How will you alert visitors to the event to evacuate the site? (If multiple sites are being requested, a plan must be submitted for each location)

_Local announcement via megaphone or by email prior to event date

RISK ASSESSMENT

It is important for Event Organizers to identify risks and hazards associated with their event and know how to prevent these risks. Please identify possible risks for your event and list below (weather, food, fire, etc.) Please provide details.

_Primary risks: Extreme hazardous weather
Participants Medical Emergencies

What training will you provide to your volunteers/staff/participants regarding emergencies?

_Volunteers have years of experience new volunteers will receive training prior to event.

TENTS

Will you have tents at your event? _____YES _x_____NO

Please list the tent sizes: _____

If your event includes tents, you must make arrangements with the Beaufort Fire Department for a tent permit. There is a $50 fee. Please contact Tammy Turek at (252) 728-4325 to make arrangements. The Tent Permit Application and a list of requirements are available online at www.beaufortnc.org.

FOOD

Will there be food served at your event? X_____YES _____NO

If yes, please provide a detailed list of all food vendors. Farm Bureau

will provide free watermelon.

If yes, have you contacted the Carteret County Health Department to set up inspections?_____YES _____NO

All food vendors must have proper licensing, inspections, etc.

VENDORS

Will there be vendors selling items at your event? X_____Yes _____No

Please note vendors are only permitted to sell during the event hours listed on this application. Any vendor selling before or after the listed hours is in violation and subject to being shut-down.

All vendors must have proper certifications and licenses. They must display the required state sales and use tax information and the event organizer must keep all of this information on file pursuant to North Carolina State laws.

CHECKLIST

Please submit the following documents with your event application. Once all forms (if applicable) are received and the event is approved an Event Permit will be issued.

- ○ Tent Permit
- ● Detailed Site Plan
- ● Detailed Route Map (Parade/5K/10K)
- ○ Map of Road Closures
- ○ ABC Permit
- ○ Health Inspection Documentation
- ● Insurance
- ● Non-profit documentation
- ○ Private property parking permission letter
- ○ List of food vendors
- ○ List of vendors
- ● Application Fee
- ● Application Signature

I/We the event organizer Christine Lamb, on behalf of Beaufort Ole Towne Rotary, the party requesting the use of the Town of Beaufort facilities noted in the above application do hereby hold and save harmless and agree to indemnify the Town of Beaufort and its elected officials, directors, officers, employees, servants, agents, contractors and their respective heirs, executors, successors with respect to any and all liability, actions, debts, suits, demands, costs, damages and expenses whatsoever arising wither directly or indirectly as a result of the use of the Town of Beaufort's facilities, park, road or other and in accordance with the provisions contained in this policy. I/We have read and understand this application, the event procedures and the requirements placed upon this applicant and organization. I agree to abide by the Town of Beaufort rules, regulations and ordinances.

Applicant's Signature Christine Lamb Date 6/25/2024

Internal Use Only

Permission is granted to the applicant and/or sponsoring organization to use the streets/facilities/parks as listed in the application for the special event described.

Permit Issue Date: _____

Authorized Signature: _____

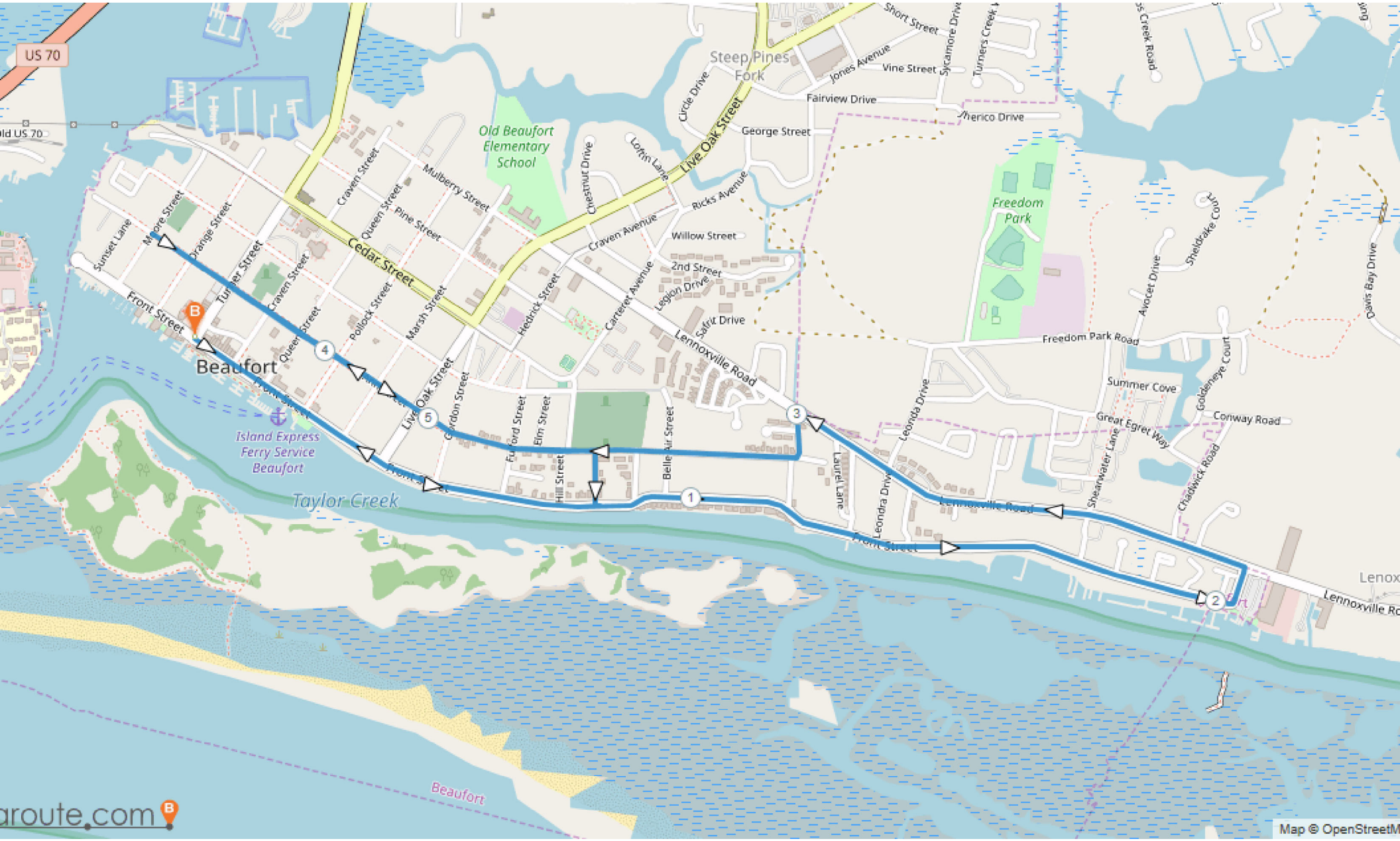
Insurance Certificate: Yes____No____

Permit Fee: Yes ____ No ____

BOC Approval Date: _____

Police Chief Approval: _____

Fire Chief Approval:_____


US 70
Old US 70
Steep Pines Fork
Short Street
Jones Avenue
Vine Street
Sycamore Drive
Turners Creek Road
Fairview Drive
Circle Drive
Live Oak Street
George Street
Jericho Drive
Old Beaufort Elementary School
Chestnut Drive
Loftin Lane
Bucks Avenue
Craven Avenue
Willow Street
2nd Street
Legion Drive
Carteret Avenue
Safrit Drive
Lennoxville Road
Freedom Park
Freedom Park Road
Avocet Drive
Sheldrake Court
Davis Bay Drive
Summer Cove
Goldeneye Court
Conway Road
Great Egret Way
Shearwater Lane
Chadwick Road
Leondra Drive
Laurel Lane
Belle Air Street
Elm Street
Fulford Street
Hill Street
Gordon Street
Live Oak Street
Cedar Street
Craven Street
Mulberry Street
Pine Street
Queen Street
Pollock Street
Marsh Street
Hedrick Street
Moore Street
Orange Street
Turner Street
Sunset Lane
Front Street
Beaufort
Island Express Ferry Service Beaufort
Taylor Creek
Beaufort
Lennoxville Rd
Lenox
1
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Map © OpenStreetM

Beaufort Waterfront 1 Mile 2019

Beaufort, NC

Brandon Wilson

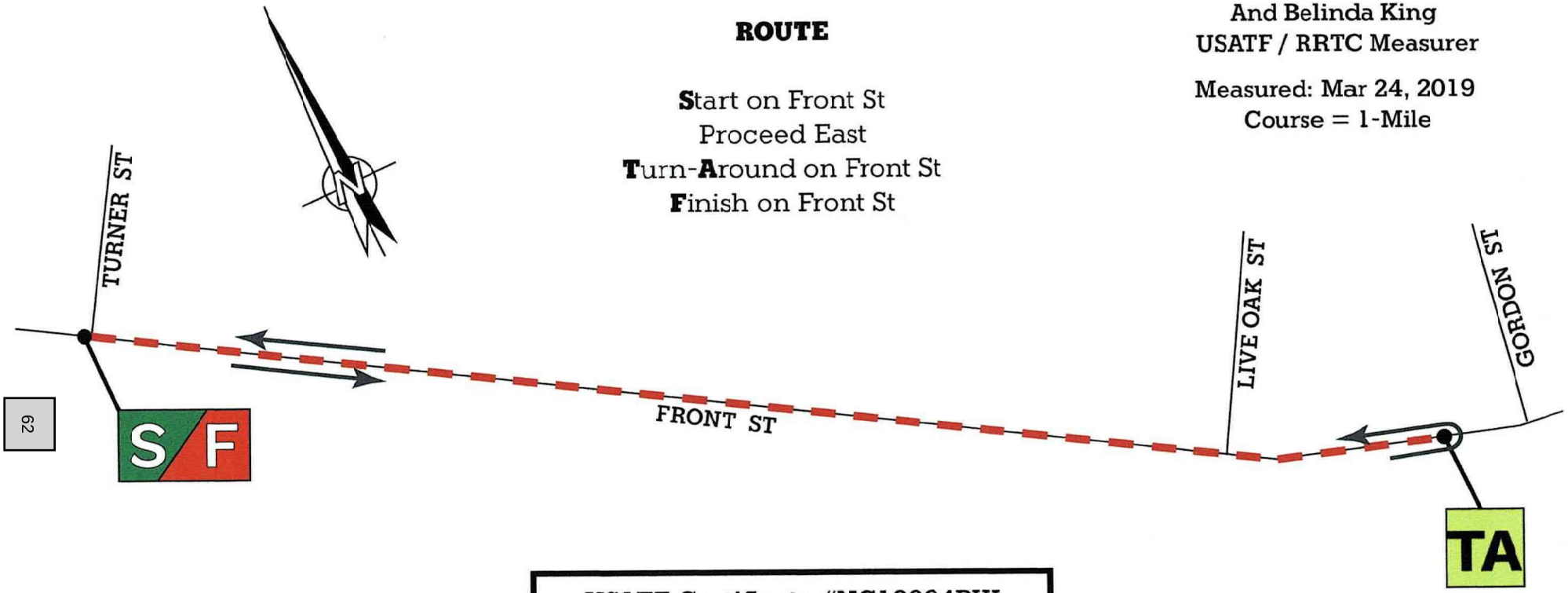
Measured By: Brandon Wilson
USATF / RRTC Certifier
IAAF / AIMS Grade A

And Belinda King
USATF / RRTC Measurer

Measured: Mar 24, 2019
Course = 1-Mile

ROUTE

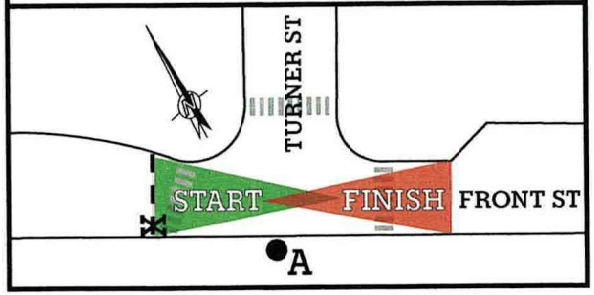
Start on Front St
Proceed East
Turn-**A**round on Front St
Finish on Front St



62

START FINISH DETAIL

The Start/Finish are collocated on Front St and form an imaginary line perpendicular to the roadway intersecting a mag nail and washer ("X"). The nail is 43' 10" West of Duke Energy Light Pole# N9D80 ("A") at the intersection of Turner St and Front St

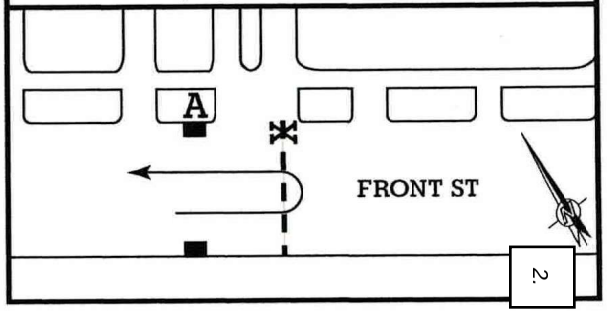


USATF Certificate #NC19004BW
Effective Apr 2, 2019 to Dec 31, 2029

USATF
CERTIFIED COURSE

TURN-AROUND DETAIL

The 1-Mile Turn-Around (TA) is located on Front St marked with a mag nail and washer ("X") at the northen road edge and is 23' 8" East of the iron storm drain ("A") in-front of 917 Front St



2

Beaufort Waterfront 5k 2019

Beaufort, NC

Brandon Wilson

Measured By: Brandon Wilson
USATF / RRTC Certifier
IAAF / AIMS Grade A

And Belinda King
USATF / RRTC Measurer

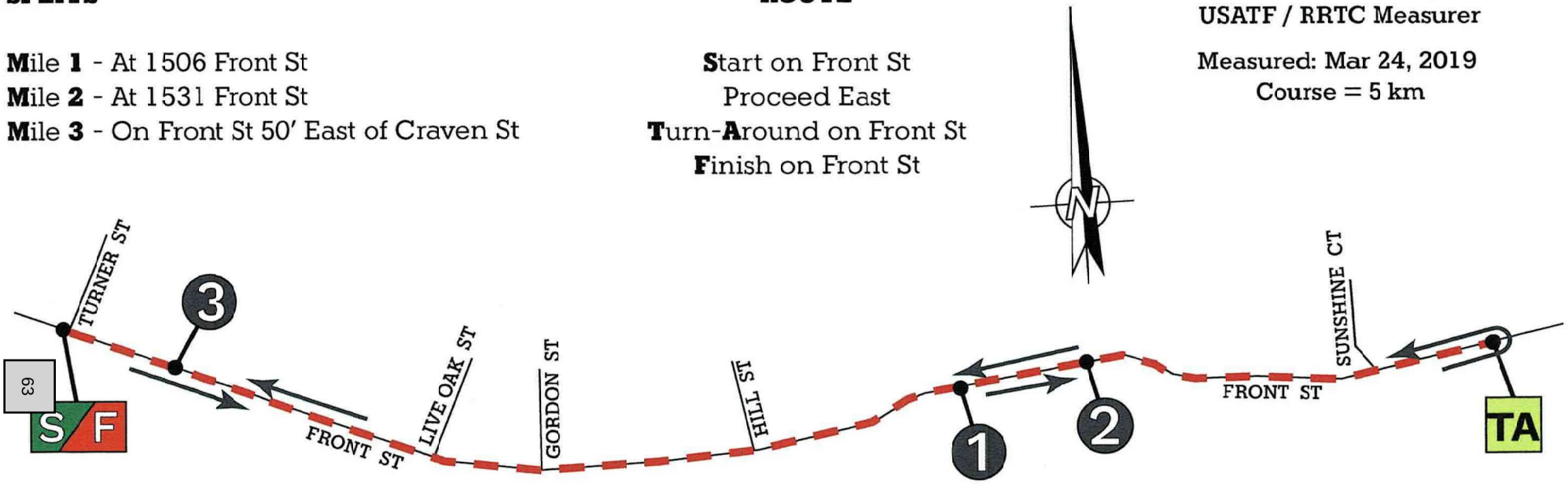
Measured: Mar 24, 2019
Course = 5 km

SPLITS

Mile **1** - At 1506 Front St
Mile **2** - At 1531 Front St
Mile **3** - On Front St 50' East of Craven St

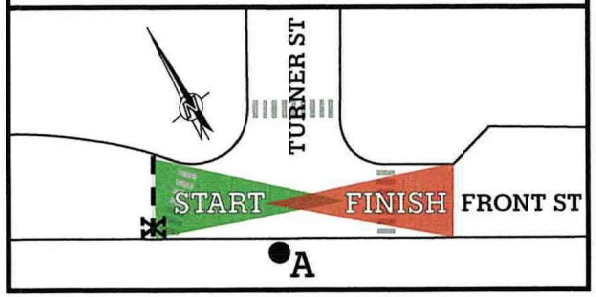
ROUTE

Start on Front St
Proceed East
Turn-**A**round on Front St
Finish on Front St



START FINISH DETAIL

The Start/Finish are collocated on Front St and form an imaginary line perpendicular to the roadway intersecting a mag nail and washer ("X"). The nail is 43' 10" West of Duke Energy Light Pole# N9D80 ("A") at the intersection of Turner St and Front St

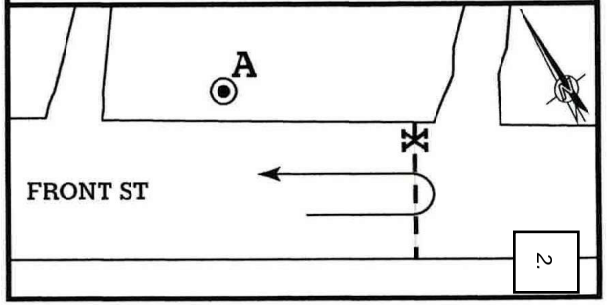


USATF Certificate #NC19005BW
Effective Apr 2, 2019 to Dec 31, 2029

USATF
CERTIFIED COURSE

TURN-AROUND DETAIL

The 5k Turn-Around (TA) is located on Front St marked with a mag nail and washer ("X") at the northen road edge and is 58' 2" East of the center of iron sewer cover ("A") in-front of 1907 Front St



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

Board of Commissioners
Regular Meeting
6:00 PM – Monday, March 9, 2026
Train Depot, 614 Broad Street
Beaufort, NC 28516

AGENDA CATEGORY: Items of Consent

SUBJECT: USDA Sewer Loan

BRIEF SUMMARY:

Adopt the resolution for the issuance of $7,036,000 Water and Sewer System Revenue Bond Anticipation Note.

On March 11, 2024, the Town approved and issued the Note for $7,036,000. PNC purchased the note. This note matures on March 25, 2026.

The Bond will be issued in the amount of $7,036,000 and will mature June 2065.

Annual debt payments will be made each year.

The interest rate is 1.25% and the term is 40 years.

The Local Government Commission (LGC) approved the Bonds at its March 5, 2024 meeting.

The maturity date on the notes will be August 15, 2027. Interim interest will be paid on the Note.

Debt Service payments on the bond will begin June 2026.

Annual debt payment $225,000.

REQUESTED ACTION:

Adopt the resolution

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

Christi Wood- Finance Director

BUDGET AMENDMENT REQUIRED:

NO

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF BEAUFORT, NORTH CAROLINA, PROVIDING FOR THE ISSUANCE OF $7,036,000 WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2026 OF THE TOWN OF BEAUFORT

BE IT RESOLVED by the Board of Commissioners (the "*Board of Commissioners*") of the Town of Beaufort, North Carolina (the "*Town*"), that:

Section 1. The Board of Commissioners has determined and does hereby find and declare as follows:

(a) A bond order authorizing Water and Sewer System Revenue Bonds of the Town was adopted by the Board of Commissioners on March 11, 2024 (the "*Bond Order*"), which order was effective on approval.

(b) The Town issued a Water and Sewer System Revenue Bond Anticipation Note, (the "*Note*") in the amount of $7,036,000 which matures on March 25, 2026, in order to pay the capital costs of construction of various improvements to the Town's sanitary sewer system (the "*Project*").

(c) It is necessary for the Town to issue its $7,036,000 Water and Sewer System Revenue Bond, Series 2026 (the "*Bond*") at this time, the proceeds of which, together with other available funds of the Town, will refinance the Note in advance of its maturity.

(d) The maximum period of usefulness of the Project originally financed with the proceeds of the Note and refinanced with the proceeds of the Bonds authorized hereby is estimated as a period of 40 years from March 23, 2026, the anticipated date of the Bond, and such period expires on March 23, 2066.

Section 2.

(a) Pursuant to the Bond Order, the Town shall issue its Bond in the amount of $7,036,000, numbered R-1, dated as of the date of delivery thereof, maturing June 1, 2065 and having mandatory redemptions in annual installments on the first day of June in the following years and in the following amounts:

YEAR OF MATURITY	PRINCIPAL AMOUNT	YEAR OF MATURITY	PRINCIPAL AMOUNT
2026	$137,000	2046	$175,000
2027	138,000	2047	177,000
2028	140,000	2048	180,000
2029	142,000	2049	182,000
2030	144,000	2050	184,000
2031	145,000	2051	186,000
2032	147,000	2052	189,000
2033	149,000	2053	191,000
2034	151,000	2054	194,000
2035	153,000	2055	196,000
2036	155,000	2056	198,000
2037	157,000	2057	201,000
2038	159,000	2058	203,000

YEAR OF MATURITY	PRINCIPAL AMOUNT	YEAR OF MATURITY	PRINCIPAL AMOUNT
2039	161,000	2059	206,000
2040	163,000	2060	208,000
2041	165,000	2061	211,000
2042	167,000	2062	214,000
2043	169,000	2063	216,000
2044	171,000	2064	219,000
2045	173,000	2065	220,000

The Bond shall bear interest from the date thereof on the unpaid part of such principal sum at the rate of 1.25% per annum until payment thereof, payable on June 1, 2026, and annually thereafter on the first day of June of each year until paid.

(b) The Bond will be sold to United States of America, United States Department of Agriculture, Rural Development ("*USDA*") by private sale in accordance with Sections 8 and 9. The Bond may not be defeased without written consent of USDA during such time as USDA remains the registered owner of the Bond.

(c) The Bond shall bear interest from the date on which it is authenticated.

(d) The principal of and the interest and any redemption premium on the Bond are payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

(e) The Bond Registrar (as defined in the Bond Order) shall pay interest on the Bond on each interest payment date to the person appearing on the registration books of the Town hereinafter provided for as the registered owner of such Bond at the close of business on the record date for such interest, which is the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date. During the time that USDA is the registered owner of the Bond, payment of the installments of principal and interest when due and payable on the Bond is to be made at the office of such fiscal agent as USDA designates without presentation or surrender thereof and, during any such time as an assignee thereof is the registered owner of the Bond, payment of the installments of principal when due and payable on the Bond is to be made at the corporate trust office of the Trustee (as defined in the Bond Order or a Series Resolution), on the presentation and surrender thereof, and payment of the interest when due and payable on the Bond is to be made by check mailed to such assignee at his address as it appears on the Bond registration books of the Town hereinafter mentioned without the presentation or surrender thereof.

Section 3. The Bond may be redeemed, at the option of the Town, as long as USDA is the owner of the Bond, at any time before the maturity of any installment of the principal thereof, either in whole or in part in the inverse order of the maturity dates of the installments of principal, from any money that may be made available for such purpose, at the aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium. If USDA is not the owner of the Bond, the installments of principal of the Bond due on and after June 1, 2036 may be redeemed, without premium, on or after June 1, 2035.

If all or any part of the Bond is redeemed, the Bond Registrar shall send a notice of redemption by registered mail, at least 40 days before the date fixed for redemption, addressed (a) during the time that USDA is the owner of the Bond, to such other address as USDA may designate by registered or certified mail forwarded to the Town at least 50 days before any redemption date, and (b) during any time as an

assignee of USDA is not the owner of the Bond, to the address as it appears on the registration book of the Town hereinafter mentioned.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bond or part thereof called for redemption is due and payable at the redemption price provided therefor, plus accrued interest to such date. If money sufficient to pay the redemption price of the Bond or part thereof to be redeemed plus accrued interest thereon to the date set redemption are held at such place as USDA may designate (or, if the Bond has been assigned by USDA, at the corporate trust office of the Trustee under Section 2) in trust for such purpose, interest on the Bond or part thereof called for redemption ceases to accrue, such Bond or part thereof ceases to be entitled to any benefits or security under the Bond Order or to be deemed outstanding, and the registered owners of such Bond or part thereof have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest to the date of redemption.

If an installment of principal of the Bond is redeemed, the Bond Registrar shall direct the registered owner thereof to evidence such redemption by appropriate notation on the schedule attached to such Bond for such purpose.

Section 4. The Bond, on surrender thereof at the principal office or corporate trust office of the Bond Registrar, together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as is satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for a Bond having maturities corresponding to the maturities of the installments of principal of such Bond then unpaid, issuable in fully registered form in the denomination of $1,000 or any integral multiple thereof, and bearing interest at the same rate.

The transfer of the Bond may be registered by the registered owner thereof only on execution of an assignment thereof duly executed by such registered owner or his attorney or legal representative. Notice of such assignment is to be given promptly by the assignor to the Bond Registrar by registered mail, such notice to be in such form as is satisfactory to the Bond Registrar, and on receipt of such notice, such Bond is to be registered as to both principal and interest on such registration books in the name of the assignee named in such notice. In no event will the Bond Registrar transfer the Bond to any person other than a bank, an insurance company or a similar financial institution unless the Local Government Commission of North Carolina has previously approved such transfer.

The transfer of any bond issued in exchange for the Bond as provided above may be registered only on the registration books of the Town on the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as is satisfactory to the Bond Registrar. On any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond a new bond or bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such Bond so surrendered, of the same maturity and bearing interest at the same rate.

When the Bond is exchanged or the transfer of the Bond is registered hereunder and a new bond or bonds are to be delivered in exchange therefor, the Bond Registrar shall authenticate and deliver at the earliest practicable time bonds in accordance with the provisions of this resolution. The Bond Registrar shall cancel all Bonds surrendered in any such exchange or registration of transfer. The Bond Registrar is not required to make any such exchange or registration of transfer of (a) any Bond or Bonds during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds or any portion thereof and ending at the close of business on the day of such mailing or (b) any Bond or Bonds called for redemption in whole or in part under Section 3.

As to any Bond, the person in whose name it is registered is deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such Bond and the interest on any such Bond is to be made only to or on the order of the registered owner thereof or his legal representative. All such payments are valid and effectual to satisfy and discharge the liability on such Bond, including the redemption premium, if any, and interest thereon, to the extent of the sum or sums so paid.

The Town shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of the Bond within a reasonable time according to then-current commercial standards and for the timely payment of installments of principal and interest with respect to the Bond. The Finance Director of the Town is hereby appointed the registrar, transfer agent and paying agent (the "*Bond Registrar*") for the Bond, subject to the right of the governing body of the Town to appoint another Bond Registrar, and as such shall keep at her office the books of the Town for the registration, registration of transfer, exchange and payment of the Bond as provided in this resolution; provided, however, that, if the Bond registered in the name of USDA is assigned, the paying agent with respect to such Bond will be the Trustee.

Section 5. The Bond is to bear the manual or facsimile signatures of the Mayor and the Town Clerk, each acting on behalf of the Town, and the corporate seal or a facsimile of the corporate seal of the Town will be impressed or imprinted, as the case may be, on the Bond.

The certificate of the Local Government Commission of North Carolina to be endorsed on the Bond will bear the manual or facsimile signature of the Secretary of said Commission, and the certificate of authentication of the Bond Registrar to be endorsed on the Bonds is to be executed as provided hereinafter.

If any officer of the Town or the Local Government Commission of North Carolina whose manual or facsimile signature appears on the Bond ceases to be such officer before the delivery of such Bond, such manual or facsimile signature is nevertheless valid and sufficient for purposes the same as if he had remained in office until such delivery, and the Bond may bear the manual or facsimile signatures of such persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

No Bond is valid or obligatory for any purpose or entitled to any benefit or security under this resolution until it has been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The Bond and the endorsements thereon are to be in substantially the forms attached as Exhibit A hereto.

Section 6. The Town covenants to take such action as may be required in the opinion of nationally recognized bond counsel to cause the Bond and all actions of the Town with respect to the proceeds thereof to comply with Internal Revenue Code of l986, as amended (the "*Code*"). In particular, the Town covenants as follows:

(a) At least one of the following two conditions will be satisfied: (i) less than 10% of the proceeds of the Bond reduced by costs of issuance will be used directly or indirectly in the business of a person other than a state or local governmental unit or (ii) less than 10% of the principal or interest on the Bond will be (under the terms of such issue or any underlying arrangement) directly or indirectly (A) secured by an interest in property used or to be used in a private business or by any interest in payments made with respect to such property or (B) derived

from payments made with respect to property, or borrowed money, used or to be used in a private business;

(b) At least one of the following two conditions will be satisfied: (i) less than 5% of the proceeds of the Bond reduced by costs of issuance will be used by nongovernmental persons for a use unrelated or disproportionate to the purposes for which the Bonds were issued or (ii) less than 5% of the principal or interest on the Bond will be (under the terms of such issue or any underlying arrangement) directly or indirectly (A) secured by an interest in property used or to be used in a private business described in (i) or by any interest in payments made with respect to such property or (B) derived from payments made with respect to property the use of which is described in (i), or borrowed money, used or to be used in a private business;

(c) It will not loan directly or indirectly more than 5% of the proceeds of the Bond to nongovernmental persons;

(d) It has not and will not enter into any management contract with respect to the facilities financed with the proceeds of the Bond unless it obtains an opinion of nationally recognized bond counsel that such management contract will not impair the exclusion from a recipient's gross income for federal income tax purposes of the interest on the Bonds;

(e) The Town acknowledges that the continued exclusion of interest on the Bond from a recipient's gross income for federal income tax purposes depends, in part, upon compliance with the arbitrage limitations imposed by Section 148 of the Code. The Town covenants to comply with all the requirements of Section 148 of the Code, including the rebate requirements, and it shall not permit at any time any of the proceeds of the Bond to be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the Bond to be an "arbitrage bond" for purposes of Section 148 of the Code;

(f) The Bond is not and shall not be "federally guaranteed" as defined in Section 149(b) of the Code;

(g) The Town covenants to file or cause to be filed Form 8038-G in accordance with Section 149(e) of the Code.

Section 7. The Local Government Commission of North Carolina is hereby requested to sell the Bonds at private sale pursuant to G.S. 159-123 to USDA, subject to the approval of the Mayor or her designee; provided, however, that the purchase price of the Bond is at least $7,036,000 plus 100% of accrued interest, if any, and that the maximum interest rate does not exceed 1.25% per annum.

Section 8. The Mayor is hereby authorized to approve the purchase price of the Bond and the rate of interest on the Bond in connection with the private sale of the Bond, subject to the provisions of Section 7.

Section 9. This resolution may be amended or supplemented, from time to time, without the consent of the holder of the Bond if in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the registered owners of the Bond and would not cause the interest on the Bond to be included in the gross income of a recipient thereof for federal income tax purposes. This resolution may be amended or supplemented with the consent of the registered owners of a majority in aggregate principal amount of the outstanding Bond, but a modification or amendment may not, without the express consent of any registered owner of the Bond affected, reduce the principal amount of the Bond, reduce the interest rate payable on it, extend its maturity or the times

for paying interest, change the monetary medium in which principal and interest is payable, or reduce the percentage of consent required for amendment or modification.

Any act done pursuant to a modification or amendment consented to by the registered owners of the Bond is binding on all holders of the Bond and will not be deemed an infringement of any of the provisions of this resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this resolution, and after consent has been given, no registered owner of the Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the Town from taking any action pursuant to a modification or amendment.

If the Town proposes an amendment or supplemental resolution to this resolution requiring the consent of the registered owners of the Bond, the Town shall cause notice of the proposed amendment to be sent to each registered owner by first-class mail, postage prepaid, to the address of such registered owner as it appears on the registration books; but the failure to receive such notice by mail by any registered owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file in the office of the Finance Director of the Town for inspection by the registered owners. If, within 60 days or such longer period as is prescribed by the Town following the giving of such notice, the registered owners of a majority in aggregate principal amount of the Bonds then outstanding have consented to the proposed amendment, the amendment will be effective as of the date stated in the notice.

Section 10. This resolution is effective on its passage.

The motion was adopted by a vote of _____.

AYES:

NAYS:

I*, ELIZABETH LEWIS, TOWN CLERK OF THE TOWN OF BEAUFORT, NORTH CAROLINA *DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution entitled **"RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF BEAUFORT, NORTH CAROLINA, PROVIDING FOR THE ISSUANCE OF $7,036,000 WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2026 OF THE TOWN OF BEAUFORT"** which was adopted by the Board of Commissioners at a regular meeting held on the 9th day of March, 2026, to become effective on thereon.

_____
Town Clerk

EXHIBIT A

REGISTERED BOND WITHOUT COUPONS
(Registered as to both principal and interest)

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA
TOWN OF BEAUFORT, NORTH CAROLINA
WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2026

No. R-1 **$7,036,000**

The Town of Beaufort, North Carolina (the "*Town*"), a municipal corporation in the State of North Carolina, is justly indebted and for value received hereby promises to pay to the

UNITED STATES OF AMERICA
UNITED STATES DEPARTMENT OF AGRICULTURE,
RURAL DEVELOPMENT

or its registered assigns, the principal sum of

SEVEN MILLION THIRTY-SIX THOUSAND DOLLARS

with mandatory redemptions on the 1st day of June in the following years and amounts:

YEAR OF MATURITY	PRINCIPAL AMOUNT	YEAR OF MATURITY	PRINCIPAL AMOUNT
2026	$137,000	2046	$175,000
2027	138,000	2047	177,000
2028	140,000	2048	180,000
2029	142,000	2049	182,000
2030	144,000	2050	184,000
2031	145,000	2051	186,000
2032	147,000	2052	189,000
2033	149,000	2053	191,000
2034	151,000	2054	194,000
2035	153,000	2055	196,000
2036	155,000	2056	198,000
2037	157,000	2057	201,000
2038	159,000	2058	203,000
2039	161,000	2059	206,000
2040	163,000	2060	208,000
2041	165,000	2061	211,000
2042	167,000	2062	214,000
2043	169,000	2063	216,000
2044	171,000	2064	219,000
2045	173,000	2065	220,000

and to pay interest from the date hereof on the unpaid part of such principal sum at the rate of 1.25% per annum until payment thereof, payable on June 1, 2026, and annually thereafter on the first day of June of

each year until paid. The interest so payable on any such interest payment date will be paid to the person in whose name this Bond is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date. Both the principal of and the interest on this Bond are payable in any coin or currency of the United States of America which, at the respective date of payment thereof, is legal tender for the payment of public and private debts.

During the time that the United States of America is the registered owner of this Bond, payment of the installments of principal and interest when due and payable on this Bond are to be made at the office of such fiscal agent as the United States of America designates without presentation or surrender hereof and, during any such time as an assignee hereof is the registered owner of this Bond, payment of the installments of principal when due and payable on this Bond are to be made at the corporate trust office of the Trustee (as defined in the Bond Order defined herein or a series resolution), on the presentation and surrender hereof, and payment of the interest when due and payable on this Bond will be made by check mailed to such assignee at his address as it appears on the Bond registration books of the Town hereinafter mentioned without the presentation or surrender hereof. On receipt of said payments of principal and interest, written acknowledgment of the receipt thereof will be given promptly to the Bond Registrar hereinafter mentioned, and the Town will be fully discharged of its obligation on this Bond to the extent of the payment so made. On final payment, this Bond must be surrendered to the Bond Registrar for cancellation.

This Bond is issued pursuant to and in accordance with Article 5 and Article 9 of Chapter 159 of the General Statutes of North Carolina, both as amended, a bond order (the "*Bond Order*") adopted by the Board of Commissioners of the Town of Beaufort, North Carolina (the "*Town*") on March 11, 2024 and effective thereon and a resolution adopted by the Board of Commissioners of the Town on March 9, 2026 (the "*Bond Resolution*"). The proceeds of this Bond are to be used, together with other available funds of the Town, to refund in advance of its maturity a Water and Sewer System Revenue Bond Anticipation Note (the "*Note*") in the amount of $7,036,000 which matures on March 25, 2026, in order to pay the capital costs of construction of various improvements to the Town's sanitary sewer system (the "*Project*").

The Bond is a special obligation of the Town payable solely from the Net Revenues (as defined in the Bond Order) of the Town's System (as defined in the Bond Order) and from the proceeds of the Water and Sewer System Revenue Bonds of the Town. NEITHER THE CREDIT NOR THE TAXING POWER OF THE TOWN IS PLEDGED FOR THE PAYMENT OF THIS BOND AND NO HOLDER OF THIS BOND HAS THE RIGHT TO COMPEL EXERCISE OF THE TAXING POWER BY THE TOWN OR THE FORFEITURE OF ANY OF THE TOWN'S PROPERTY IN CONNECTION WITH ANY DEFAULT HEREON. Reference is hereby made to the Bond Order and the Bond Resolution and to all amendments and supplements thereto for a description of the provisions, among other, respecting the nature and extent of the security, the rights, duties and obligations of the Town, the rights of the holder of this Bond and the terms on which this Bond is issued and secured.

At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, this Bond may be exchanged for an equal aggregate principal amount of Bonds having maturities corresponding to the maturities of the installments of principal of this Bond then unpaid, issuable in fully registered form in the denomination of $1,000 or any integral multiple thereof and bearing interest at the same rate.

This Bond is registered as to both principal and interest in the name of the United States of America on books of the Town kept by the Finance Director of the Town, as Bond Registrar, and the transfer hereof may hereafter be registered by the registered owner hereof only on execution of an assignment hereon duly executed by such registered owner or his attorney or legal representative. Notice of such assignment is to be given promptly by the assignor to the Bond Registrar by registered mail, such

notice to be in such form as is satisfactory to the Bond Registrar, and on receipt of such notice this Bond is to be registered as to both principal and interest on such registration books in the name of the assignee named in such notice.

This Bond or any part hereof at the time outstanding may be redeemed, at the option of the Town, as long as USDA is the owner of the Bond, at any time before the maturity of any installment of the principal thereof, either in whole or in part in the inverse order of the maturity dates of the installments of principal, from any money that may be made available for such purpose, at the aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date set redemption, but without any premium. If USDA is not the owner of the Bonds, the Bonds maturing on and after June 1, 2036 may be redeemed, without premium, on or after June 1, 2035.

On the date designated for redemption, notice having been given and money for payment of the redemption price being held in trust for such purposes, all as provided in the Bond Resolution, this Bond or part hereof becomes and is due and payable, and the interest on this Bond or part hereof so redeemed ceases to accrue.

The Bond Registrar is not required to exchange or register any transfer of (a) any Bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds or any portion thereof and ending at the close of business on the day of such mailing or (b) any Bond called for redemption in whole or in part under the Bond Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in regular and due form and time as so required, and that the amount of this Bond, together with all other indebtedness of the Town, is within every debt and other limit prescribed by said Constitution or statutes.

IN WITNESS WHEREOF, the Town, by resolution duly passed, has caused this Bond to be manually signed by the Mayor and the Town Clerk and the Town's corporate seal to be impressed hereon, all as of the 23rd day of March, 2026.

_____

Mayor

[SEAL]

_____

Town Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within Bonds have been approved under the provisions of The State and Local Government Revenue Bond Act of North Carolina.

By: _____
Denise H. Canada
Secretary of the Local Government Commission

CERTIFICATE OF AUTHENTICATION

This Bond is issued under the provisions of the within-mentioned Resolution.

FINANCE DIRECTOR OF THE TOWN,
AS BOND REGISTRAR

_____
Authorized Signature

Date of authentication: March 23, 2026

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto:

_____

(Please print or typewrite Name, Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

Attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____

Signature guaranteed by:

_____

NOTICE: Signature must be guaranteed by a participant of the Securities Transfer Agent Medallion Program ("*STAMP*") or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration, enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED

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

Board of Commissioners
Regular Meeting
6:00 PM – Monday, March 9, 2026
Train Depot, 614 Broad Street
Beaufort, NC 28516

AGENDA CATEGORY: Items of Consent

SUBJECT: Residential Solid Waste Fee Increase

BRIEF SUMMARY:

Per our residential service agreement, with Waste Industries (GFL) the monthly fee shall be adjusted on an annual basis to reflect the annual adjustment based on the Consumer Price Index for All Urban Consumers (CPI-U): South Region as published by US Department of Labor. Effective April 1, 2025, the rates will be increased by 2.2% for residential services. The notice from GFL is attached.

The change in the residential solid waste fee is from $23.82 to $24.37 (an increase of $0.52 per month or $6.24/annually).

The updated rate will be reflected on the utility bills dated April 30, 2026.

REQUESTED ACTION:

Approve Residential Solid Waste Fee Change

EXPECTED LENGTH OF PRESENTATION:

Items of Consent

SUBMITTED BY:

Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED:

No

February 2, 2026

Christi Wood
Finance Officer
Town of Beaufort
701 Front Street
Beaufort, North Carolina 28516

Dear Ms. Wood,

Per our Residential service agreement, the monthly fee shall be adjusted on an annual basis to reflect the annual adjustment based on the Consumer Price Index for All Urban Consumers (CPI-U): South Region as published by US Department of Labor. Effective April 1, 2026, your rates will be increased by 2.2%.

Our recycle processing charge will remain the same at $105.00 per ton.

As always, thank you for allowing Waste Industries dba GFL to provide these services. Please let me know if you have any questions or concerns.

Respectfully,

Norma Yanez
Government Contracts Manager

705 Airport Road New Bern, North Carolina 28560
Tel.: 252.241.2056 | norma.yanez@gflenv.com | gflenv.com

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

Board of Commissioners
Regular Meeting
6:00 PM Monday, March 9, 2026

AGENDA CATEGORY: Quasi-Judicial Proceeding

SUBJECT: Case #26-03 Special Use Permit: 201 Ann St Accessory Dwelling Unit

BRIEF SUMMARY:

Approve or deny the proposed Special Use Permit (SUP) for an Accessory Dwelling Unit (ADU) at 201 Ann Street.

REQUESTED ACTION:

Conduct Quasi-Judicial Hearing

Decision based on Required Findings

Decision on Special Use Permit

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Michelle Eitner

Town Planner

BUDGET AMENDMENT REQUIRED:

N/A

STAFF REPORT

To: Board of Commissioners

From: Michelle Eitner, Town Planner

Date: March 9, 2026

Case No. 26-03 Special Use Permit – 201 Ann St Accessory Dwelling Unit

THE REQUEST: Approve or deny the proposed Special Use Permit (SUP) for an Accessory Dwelling Unit (ADU) at 201 Ann Street.

INFORMATION:

Location:	201 Ann Street (NE corner of Ann St & Moore St)
Property Owner:	Hay Loft Investments LLC (Eric Lindstrom)
Zoning District:	Transitional District (TR)
LUP Future Land Use:	Traditional Neighborhood Residential
Size:	0.155 acres / 6,760sf
Existing Land Use:	Single-Family Residential with shed
Proposed Land Use:	Single-Family Residential with Accessory Dwelling Unit (ADU)
Adjoining Uses/Zoning:	North & East: St Paul's Episcopal Church and Cemetery (Transitional) West (Across Moore): Single-Family Residential (R-8) South (Across Ann): Single-Family Residential (R-8)
Utilities:	Water and wastewater provided by Town

OPTIONS:

1. Approve the special use permit as presented
2. Approve the special use permit with conditions to bring the proposal into compliance with the Required Findings
3. Deny the special use permit based on specific failures to meet requirements
4. Table the decision pending additional information necessary to make a decision

ATTACHMENTS:

- Exhibit A – Staff Report
- Exhibit B – Vicinity Map
- Exhibit C – Zoning Map
- Exhibit D – Application Package (Application, photos, survey, site plan, elevations)
- Exhibit E – LDO Section 20 Special Use Permits (Especially Section 20.E.1 Required Findings)
- Exhibit F – LDO Section 8.B. Transitional District (TR)
- Exhibit G – Comprehensive and CAMA Land Use Plan Future Land Use Map & Classification

STAFF COMMENTS:

Eric Lindstrom of Hay Loft Investments LLC, property owner of 201 Ann Street, has applied for a Special Use Permit to establish an Accessory Dwelling Unit.

The property, on the northeast corner of Ann Street and Moore Street, currently hosts the 1817 James Davis historic home (fronting on Ann St) with an accessory structure (shed) in the backyard (visible on Moore St). There is not currently any off-street parking on the property. The application proposes renovation and addition to the existing shed to include an outdoor shower and screened porch, 6ft-tall privacy fence along northeast corner, and add a driveway off Moore Street to park two vehicles on site. The brick paver driveway includes an underground rainwater infiltration cistern and Beaufort-style fence trash/recycling bin enclosure.

As this property is within Beaufort's Local Historic District, the "Design Guidelines for the Beaufort Historic District & Landmarks" apply to the appearance of the structure, landscaping, and site features. These guidelines are administered by the Historic Preservation Commission (HPC) and are not part of the Special Use Permit review under the Land Development Ordinance. The applicant has successfully received HPC approval for projects in the past and understands that a Special Use Permit must be granted prior to submitting a Certificate of Appropriateness application for HPC approval.

The Technical Review Committee (TRC) received this item for review digitally and responded either requesting clarification/additional information or with no comments. Following consultation with the applicant, the one lingering item is the design of the driveway to extend brick pavers into the right-of-way. Public Works Director identified that oftentimes brick pavers extend to the property line and connects to the street using a concrete apron, and confirmed, "If something were to ever happen and we need to dig through the pavers for access to lines, we should not be responsible for putting pavers back." There are examples of both all-paver and paver-apron driveways throughout the district, and staff will defer to HPC on which is more appropriate for this application. The applicant agreed to, depending on the HPC's determination, either switch it to a concrete apron or provide an agreement that the property owner would be responsible for replacement of the pavers if Public Works needs to access that area.

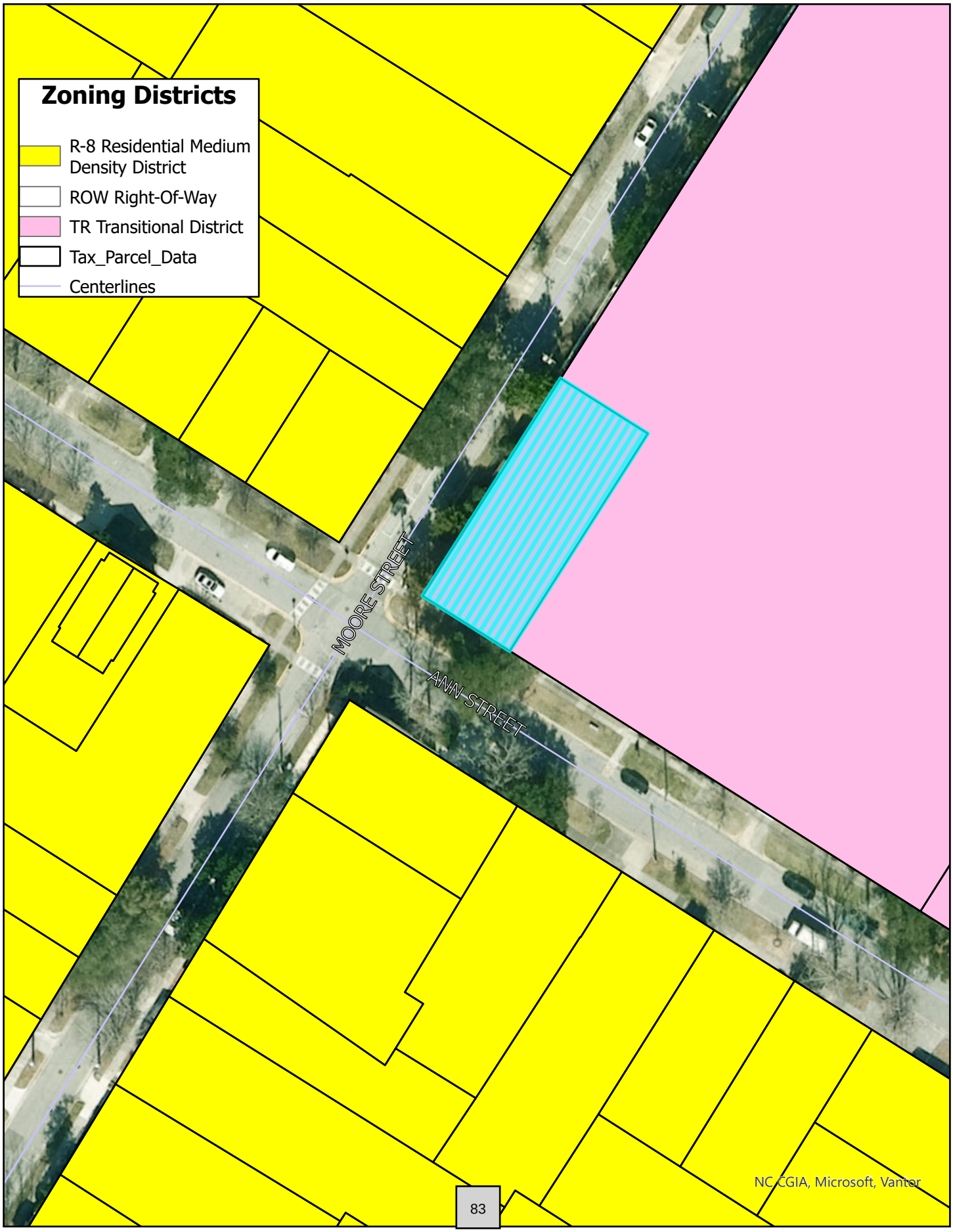
The Planning Board reviewed this proposed special use permit on February 16, 2026 and unanimously recommended approval as presented.

Case 26-03 SUP 201 Ann Street Accessory Dwelling Unit
Vicinity Map



Case 26-03 SUP 201 Ann Street Accessory Dwelling Unit
Zoning Map

N



APPLICATION FOR A SPECIAL USE PERMIT

Instructions:

Please complete the form below including all required attachments, a **$400.00 application fee,** and return to the Beaufort Town Hall; 701 Front Street; P.O. Box 390; Beaufort, N.C.; 28516. Incomplete applications will not be processed but will be returned to the applicant. Please call Planning and Inspections at (252) 728-2142 if there are any questions.

APPLICANT INFORMATION

Applicant Name: Eric Lindstrom

Applicant Address: 125 Ann Street Beaufort NC 28516

Phone Number: 910-322-2679 Email: ERIC@SFLA.BIZ

Property Owner Name: Hay Loft Investments LLC / Eric Lindstrom Member-Manager

Address of Property Owner:

Phone Number: 910-322-2679 Email: ERIC@SFLA.BIZ

PROPERTY INFORMATION

Property Address: 201 Ann Street - James Davis House

15-Digit PIN: 730617018291000 Lot/Block #: PARTS OF LOT 76 7 86

Size of Property (in square feet or acres): 6,760sd Current Zoning: TR

Current Use of Property: ACESSORY SHED Requested Use: STUDIO/1-BTH ADU

An application fee of **$400.00**, either in cash, money order, or check made payable to the "*Town of Beaufort*" must accompany this application (a credit card payment can be made in person at Town Hall). The complete application, payment, and supporting materials must be received by Town Staff at least 15 working days prior to a regularly scheduled Planning Board meeting date.

Please refer to the Town's ***Land Development Ordinance***, Sections 20 & 27, and all other pertinent sections of the Ordinance for information required to accompany this application. Any plans or documents submitted should be submitted in an electronic or digital format and one printed color copy of such documents submitted with the application.

The town's website address is www.beaufortnc.org.

Eric Lindstrom — Applicant Signature

January 2, 2026 — Date of Applicant's Signature

Property Owner Signature (if different than above)

Date of Owner's Signature

OFFICE USE ONLY Revised 8/2020

Date: Reviewed for Completeness By:

Received by: Date Deemed Complete and Accepted:



125 ANN STREET
Jesse Piver House

Eric Lindstrom
Kennon Jackson, Jr.

Eric 910.322.2679
Eric @SFLA.biz

Kennon 910.920.7211
KEJ1975@gmail.com

January 2, 2026

Ms Michelle Eitner
Town Planner
Town of Beaufort

RE 201 Ann Street Special Use Permit

Dear Ms. Eitner

We are seeking a Special Use Permit to allow the existing accessory structure behind 201 Ann Street to be used as a family guest quarters and future care-givers residence. The existing structure sits behind the 1817 James Davis house and was constructed by John Coslow in 1985. The structure would be repaired, expanded from 300sf to 400sf and provided with a proper foundation. The rooflines of the additions would follow the traditions of Beaufort coastal cottage, keeping the scale small with all addions being lower than the original roofline of the structure. Elements of the main house to include wood windows, screen porch and operating shutters would be incorporated into the design to insure compatablity with the main house and surrounding neighborhood. The structure will contain a bath, small kitchen and a new driveway and parking area to serve the main house and accessory dwelling unit.

Attached are the plans for the structure to include, site survey, site, landscape and building plans along with the building elevations.

Thank you for your assistance and please let me know if you have any questions.

Kind Regards,

Eric Lindstrom, AIA
Owner & Architect
ELindstrom@SFLA.biz
910-322-2679

Comments in Support of Findings Required

We considered below the findings required per Section 20 of the Land Development Ordinance:

a) The proposed use is an allowable special use in the zoning district it is being located within;

201 Ann St is located in the TR District and an Accessory Dwelling Unit is allowable with a Special Use Permit.

b) The application is complete:

I have reviewed the application with Town Staff and believe it is complete.

c) The location and character of the use will be in conformity with the Town's land use plan and other comprehensive planning elements;

This is a repair of a 1985 existing structure on the property, including new smalls additions to the rear of the structure. The proposed site design is consistent with Medium Density Residential as per the CAMA Land Use Plan. See reference maps below:

d) Streets, driveways, parking lots, traffic control, and any other traffic circulation features shall be designed and provided in accordance with current traffic engineering standards and Town regulations and found to be adequate for the proposed special use:

As part of the project, the applicant plans to install a new drive and parking area to accomodated the intended use of the main structure and ADU.

e) The proposed special use will not substantially injure the value of adjoining or abutting properties:

The renovation and modest expasion of the structure will not take away from the surronding properties and the addition new off-street parking where none is currently provided will help accomodated the neighboring church and residences. If SUP is approved the plans will be submitted to the Historic Preservation Commission for full review.

f) The proposed special use will be compatible and in harmony with adjoining land uses and the development patterns of the immediate area:

Several accessory dwelling units exist on Moore and Ann Street and have been designed to be compatible with the main houseand nearby structures. The plans call for modest addition of interior space and porch and will included details, such as wood shutters and brick foundation piers characteristic of the main 1817 James Davis House.

g) The proposed use will not materially endanger the public health or safety of the community if located where proposed and developed according to the submitted and approved plan.

The proposed accessory dwelling unit is readily accessible from Moore Street for emergency and fire department access. The use is allowed per the Town of Beaufort, NC Land Development Ordinance, and the CAMA Core Land Use Plan.

201 Ann Special Use Permit Reference Maps

Beaufort Zoning Map

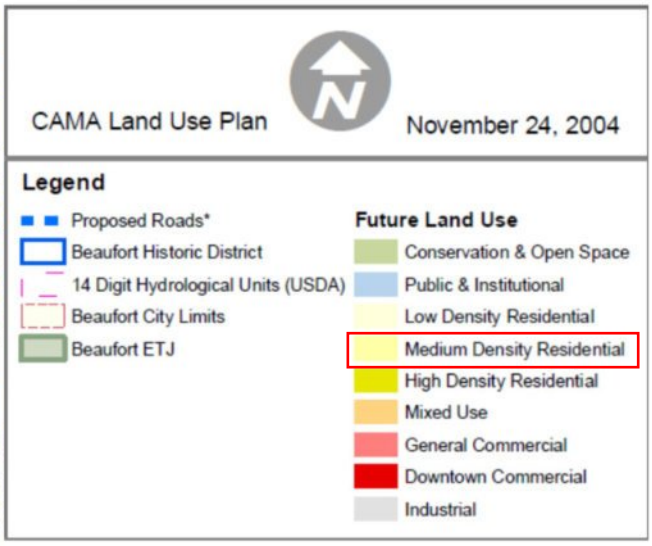


ZONING DISTRICTS

- B-1 General Business District
- B-W Business Waterfront District
- CS-MU Cedar Street Mixed-Use District
- H-BD Historic Business District
- H-WBD Historic Waterfront Business District
- I-W Industrial Warehouse District
- L-I Light Industrial District
- OS Open Space District
- PUD Planned Unit Development
- R-20 Residential Single-Family District
- R-8 Residential Medium Density District
- R8-A Residential Single-Family Waterfront District
- R8-MH Residential Manufactured Home Park/Recreational Vehicle Park District
- RC-5 Residential Cluster Development District
- ROW Right-Of-Way
- RS-5 Residential Single-Family 5 Development District
- TCA Townhomes, Condominiums, Apartments District
- TR Transitional District

Subject Propoerty 201 Ann Street at corner of Moore Street





CAMA Core Land Use Plan



201 Ann Street Main House - Accessory Structure not visible from front



201 Ann Street Accessory Structure viewed from Moore Street



Accessory structure viewed from backyard



Rear corner viewed from cemetery looking towards Moore Street



Accessory structure close up viewed from backyard - Moore Street side



Accessory structure rear corner viewed from adjacent cemetery



Moore Street looking South 201 Ann Street to Left



Moore Street looking North 201 Ann Street to Right



Ann Street looking East 201 Ann Street to Left



Ann Street looking West 201 Ann Street to Right



St. Pauls Fellowship Hall to east of 201 Ann Street



Structures accross Moore Street fr 201 Ann Street to Left

DRIVEWAY BRICK PAVER

Pine Hall Rumbled 4x12

PINE HALL BRICK
BUILD YOUR DREAMS.
Rumbled® 4" x 12"



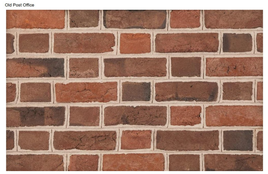


DRIVEWAY PINEHALL RUBLED BRICK PAVER

RETAINING WALL FACE BRICK

Old Carolina Brick Company - Handmads Brick Plametto Old Post Office





LOW BRICK RETAING WALL
OLD POST OFFICE BRICK



EXISTING BRICK PIERS

EXISTING PATHWAY BRICK PAVER

Plametto Oak Grove





LANDSCAPE MATERIALS

Existing yard is a mature mixture of traditional Beaufort plantings

Trees:
- Live Oaks
- Cedar
- Magnolia
- Holly
- Dogwood
- Crape Myrtle
- Cherry
- Cameila

Seasonal Plants:
- Wildflower Blend
- Black Eye Susan
- Lantana
- Caladiums

Shrubs:
- Azelas
- Wax Myrtle
- Oak Leaf Hydrangea
- Privet
- Pyracantha
- Beauty Bush
- Varigated Ginger
- Turks Cap
- Rose of Sharon
- Plumbago

Ground Covers:
- Liripopie
- Creeping Rosemary
- Bugleweed
- English Ivy
- Confederate Jasmine

Existing material will be used to fill in around new construction.

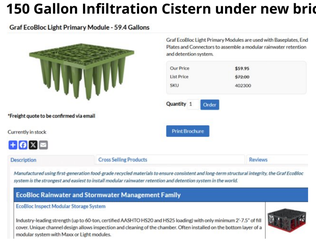
An existing Cuban Laurel, Live Oak & Holly Tree, all 3" in caliper or less will be removed to accomodate construction.

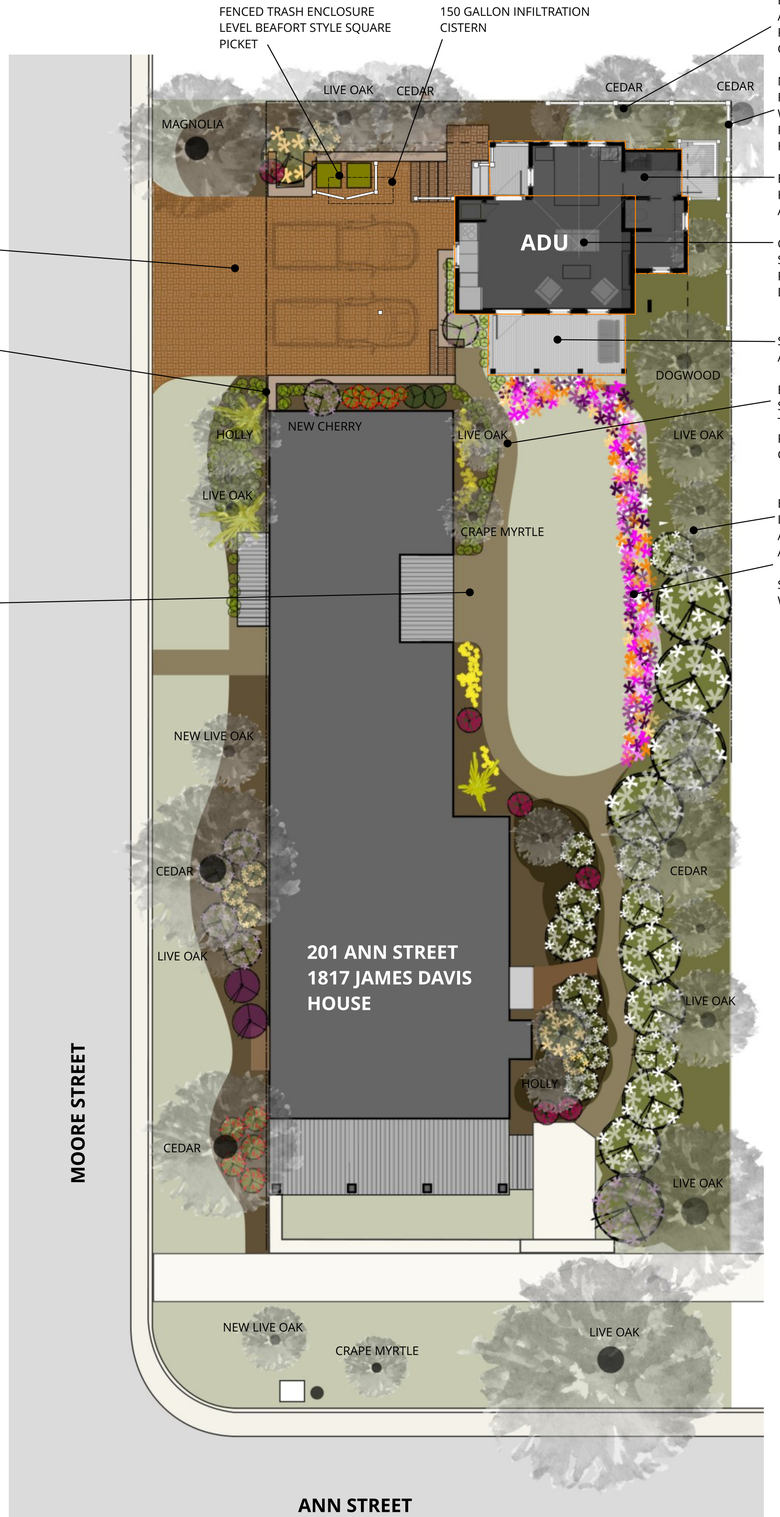
(2) Live Oaks and (1) Cherry Tree have been planted on the property to serve as replacements. The existing Dogwood, not impacted by construction is in poor health and (2) new dogwoods will be planted on the property

LOT SIZE	**6,760sf**		
EXISTING IMPERVIOUS:		**IMPERVIOUS AFTER PROJECT:**	
PRIMARY HOUSE	2117sf	PRIMARY HOUSE	2117sf
ACCESSORY STRUCTURE	300sf	ACCESSORY STRUCTURE	400sf
SIDEWALKS	248sf	SIDEWALKS & DRIVEWAY	380sf
TOTAL:	2,665sf	**TOTAL:**	3,165sf
% IMPERVIOUS:	39%	**% IMPERVIOUS:**	46%

INFILTRATION CISTERN

150 Gallon Infiltration Cistern under new brick driveway





LANDSCAPE PLAN SCALE ⅛" = 1'-0"

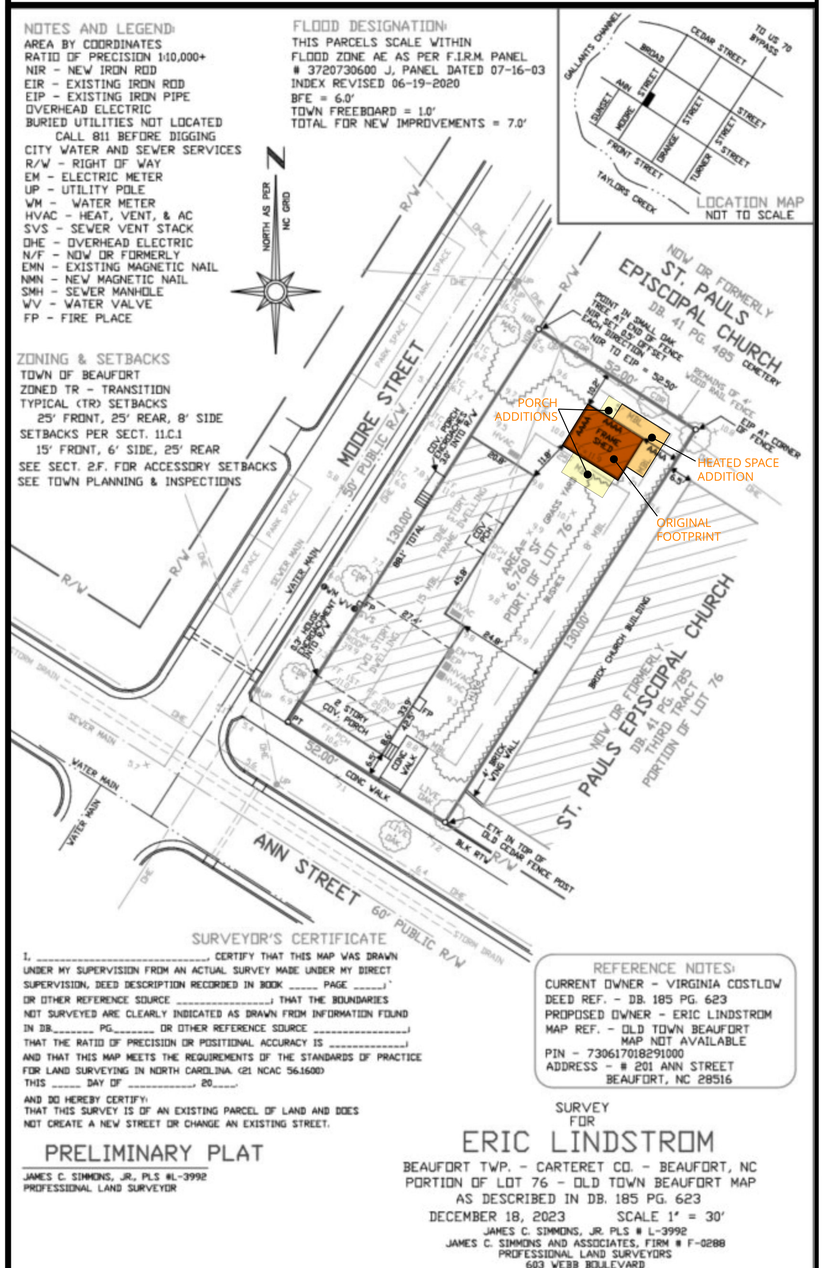
DRAWING INDEX

A.1 SITE SURVEY & LANDSCAPING

A.2 ELEVATIONS & FLOOR PLANS

A.3 PLUMBING, MECHANICAL & ELECTRICAL FLOOR PLANS & DETAILS

A.4 DETAILS & BUILDING MATERIALS



SURVEY SCALE 1" = 30'-0" EXISTING IMPERVIOUS 2,665sf - 39% FUTURE IMPERVIOUS 3,133sf 46%



ACCESSORY DWELLING COSTLOW CABOOSE COTTAGE

Owner: Hay Loft Ivestments LLC / Eric Lindstrom 233 Old Sreet Fayetteville NC 28301
Architect: Eric Lindstrom ELindstrom@sfla.biz 910.322.2679 SFLA Architects 110 Anderson Street Fayetteville NC 28301

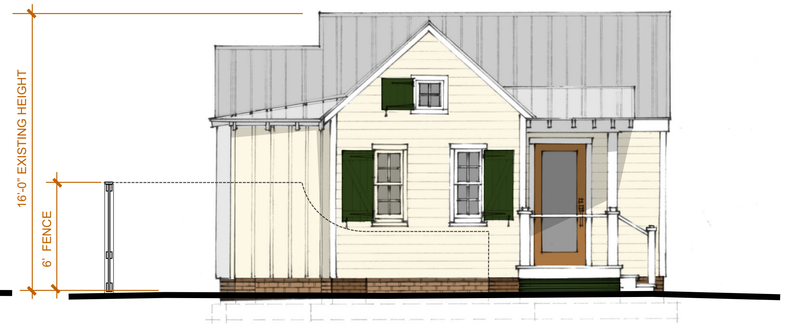
SURVEY, LANDSCAPE & MATERIAL DETAILS

Issue Date: 1/2/2026
Revised Date:

A.1
1 OF 2



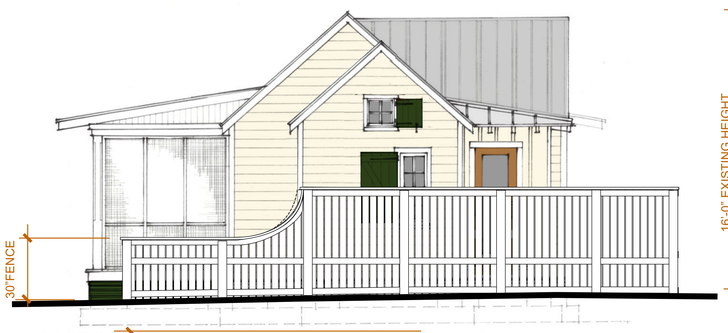
EAST SIDEYARD ELEVATION - Inside privacy fence SCALE ¼" = 1'-0"



NORTH REAR CEMETERY ELEVATION - Inside privacy fence SCALE ¼" = 1'-0"



SOUTH BACKYARD ELEVATION SCALE ¼" = 1'-0"



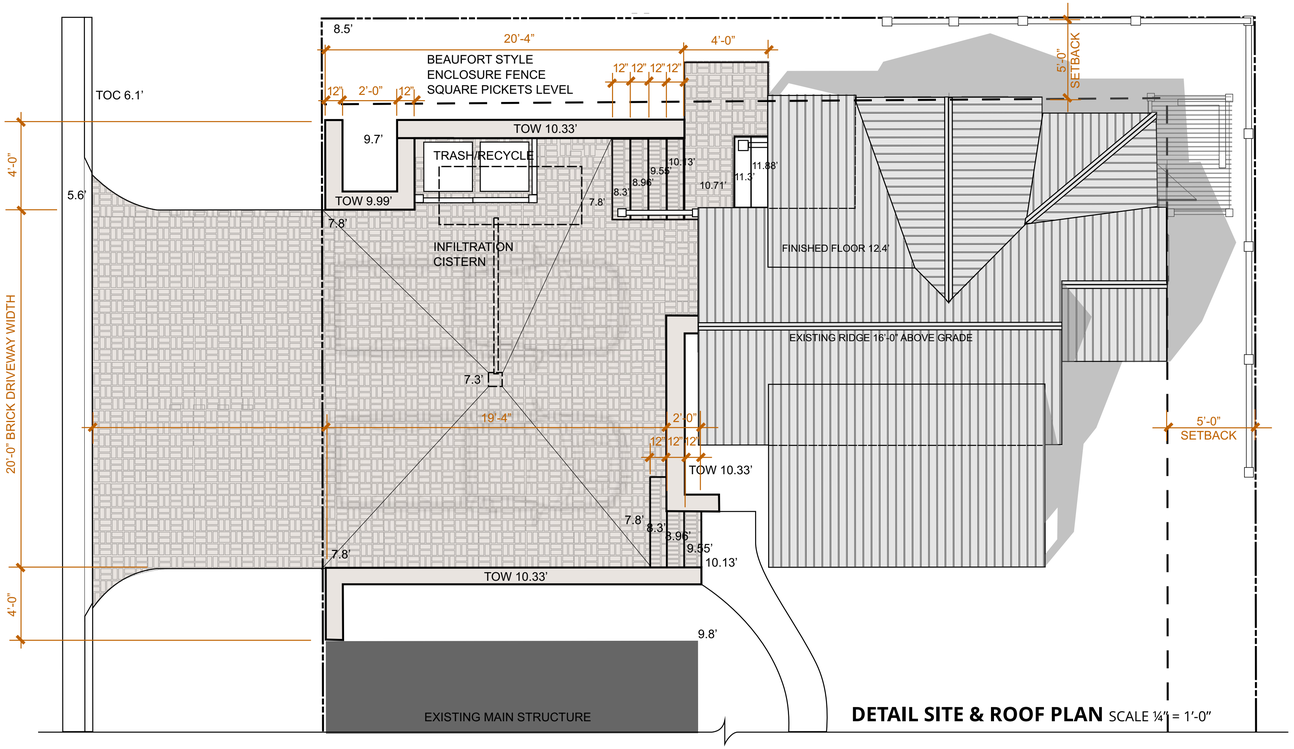
EAST SIDEYARD ELEVATION - outside privacy fence SCALE ¼" = 1'-0"



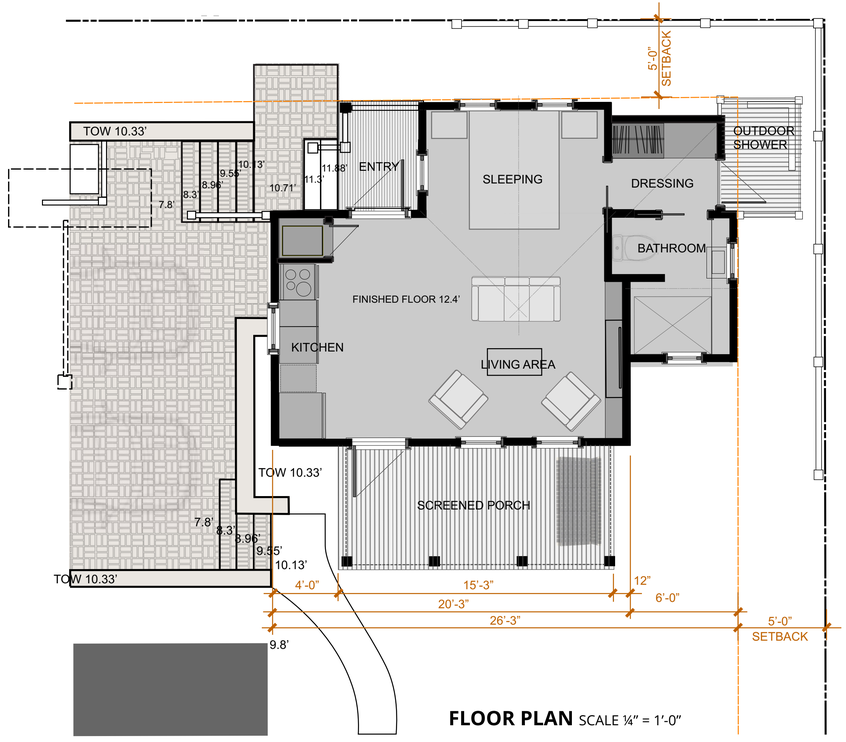
NORTH REAR CEMETERY ELEVATION - outside privacy fence SCALE ¼" = 1'-0"



WEST MOORE STREET SIDEYARD ELEVATION SCALE ¼" = 1'-0"



DETAIL SITE & ROOF PLAN SCALE ¼" = 1'-0"



FLOOR PLAN SCALE ¼" = 1'-0"



ACCESSORY DWELLING COSTLOW CABOOSE COTTAGE

Owner: Hay Loft Ivestments LLC / Eric Lindstrom 233 Old Sreet Fayetteville NC 28301
Architect: Eric Lindstrom ELindstrom@esfla.biz 910.322.2679 SFLA Architects 110 Anderson Street Fayetteville NC 28301

BUILDING ELEVATIONS, ENLARGED SITE & FLOOR PLANS

Issue Date: 1/2/2026
Revised Date:

A.2

2 OF 2

SECTION 20 Special Use Permits

A) ***General.***
Special uses are practices which are not permitted by right in any zoning district in the Town but may only be granted after due consideration by the BOC. The consideration of a special use application is a quasi-judicial function to be conducted in accordance with the procedure set forth in Section 32, Quasi-Judicial Procedure. Special use permits may only be granted by the BOC following a recommendation by the Planning Board and the completion of the quasi-judicial review process by the BOC as outlined in Section 32.

A Special Use Permit is a permit issued to authorize development or land uses in a particular zoning district upon presentation of competent, material, and substantial evidence establishing compliance with one or more general standards requiring that judgment and discretion be exercised as well as compliance with specific standards.

B) ***Special Use Permit Application Procedures.***

1) A written application for a special use permit in all zones shall be submitted to the Town's Planning and Inspections Department in accordance with the requirements of Section 1 and Section 31 of this Ordinance and all applicable administrative regulations. The application shall include:
   a) A proposed use site plan which contains information documented in Section 18(C) of this Ordinance and the specific information below:
      i) A vicinity map and survey of the parcel which shall include the zoning and use of all adjacent properties;
      ii) A legend identifying all symbols on the map;
      iii) A North arrow and a scale;
      iv) A preliminary design of the proposed use which shows all existing and proposed structures, parking layouts, driveways, buffering, landscaping, points of ingress and egress, easements, minimum building lines, and street rights-of-way;
      v) A site data block of features which includes the proposed use(s), square footage of the proposed and existing structure(s), site zoning, total acreage, number of lots, minimum lot size, and average lot size;
      vi) The map book, page number, and deed book information;
      vii) A note stating whether any portion of the property is included in any adopted Town plan; and,
      viii) Any other related information requested by Town staff, the Planning Board, or the BOC.
      ix) All required environmental permit improvements needed for the property.
   b) The special use permit sought; and,
   c) Information supporting the existence of the required findings, and providing such plans or other relevant data as may be required by the Town.

2) Whenever an application is submitted for a special use permit in a residential zone, the applicant shall also include:
   a) A narrative which illustrates the appropriateness of the proposed use in a residential zone. This narrative shall also describe all the architectural design features which make the proposed use and associated building compatible with the urban character of the residential neighborhood;
   b) The submitted site plan shall also include all street front architectural elevation drawings to ensure the compatibility of the building(s) with the surrounding residential structures; and,
   c) Additionally, the BOC and Town staff may require a professional rendering or any other graphic illustration of the proposed structure.
3) The application shall be reviewed by Town staff and submitted with comments and recommendation to the Planning Board for review. The Planning Board shall review the application for a special use permit and make a recommendation as to whether is should be approved or denied. After the Planning Board makes its recommendation, the application shall be forwarded to the BOC for consideration.

C) ***Quasi-Judicial Proceeding Notification Requirements.***
The Planning Board will review and make recommendations regarding all applications for a special use permit. The BOC shall schedule a quasi-judicial proceeding for the application and BOC consideration after reasonable opportunity for staff and Planning Board review. In considering the application, the BOC shall follow the procedures set forth in Section 32, Quasi-Judicial Procedure.

D) ***Procedures on Special Use Applications.***
In considering whether to approve an application for a special use permit, the BOC shall proceed as follows:

1) The BOC shall conduct an evidentiary hearing in accordance with the provisions of Section 32, Quasi-Judicial Procedure, herein. And consider relevant information regarding whether the required findings under Section 20(E) exist and whether the special use is appropriate in the proposed location.
2) The BOC shall consider whether the application complies with each individual required finding specified in Section 20(E). The BOC need not make the required findings at the time of the hearing and may vote to table the matter and request information if needed. If the special use permit application is approved, the BOC motion shall contain language showing all the required findings under Section 20(E) have been met, and in the absence of specific findings, it shall be conclusively presumed the application complies with all the findings in Section 20(E).
3) The BOC shall render a decision within a reasonable period of time not to exceed ninety days after holding the evidentiary hearing for the proposed special use application. The BOC need not issue a decision at the time of the hearing if additional information is needed and may table the matter until a later date.
4) If the application is found not to be in compliance with one or more of the required findings of Section 20(E) or any other applicable section of this Ordinance, the application shall be denied. Such motion shall specify the particular findings the application fails to meet.

5) Notwithstanding the specific requirements of this Ordinance, the BOC may impose additional conditions and reasonable requirements upon the requested special use permit in order to ensure the use is consistent with the required findings as specified under Section 20(E).
6) The BOC shall render its decision on the special use permit application, in writing, in accordance with the provisions of Section 32 herein.

E) ***Required Findings.***

1) In addition to any other findings or requirements as specified by any other section of this Ordinance, before any application for a special use may be granted or denied, the BOC shall make each of the following findings:
   a) The proposed use is an allowable special use in the zoning district it is being located within;
   b) The application is complete;
   c) The location and character of the use will be in conformity with the Town's Comprehensive and CAMA Land Use Plan and other comprehensive planning elements;
   d) Streets, driveways, parking lots, traffic control, and any other traffic circulation features shall be designed and provided in accordance with current traffic engineering standards and Town regulations and found to be adequate for the proposed special use;
   e) The proposed special use will not substantially injure the value of adjoining or abutting properties;
   f) The proposed special use will be compatible and in harmony with adjoining land uses and the development patterns of the immediate area; and,
   g) The proposed use will not materially endanger the public health or safety of the community if located where proposed and developed according to the submitted and approved plan.
2) The BOC shall make its findings based on "competent, material and substantial evidence" as described in N.C. Gen. Stat. §160D-406 in accordance with the procedures set forth in Section 32 herein.
3) Compatibility Standards for Special Uses in Residential Zones:
   In deciding whether the architectural elements of the proposed special use in a residential zone will be compatible with the adjoining buildings, the BOC shall review said proposal in reference to the following architectural elements:
   a) Size (footprint);
   b) Height;
   c) Proportion and scale;
   d) Roof shape(s);
   e) Setbacks;
   f) Location, size, and number of openings (doors and windows);
   g) Materials;
   h) Color; and,
   i) Texture.

B) ***Transitional District (TR).***

The intent of this zoning 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 ft^2).

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

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

Table 8-5 Other Lot Requirements

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

4) Accessory Building Setback Requirements.
All accessory buildings shall comply with all setback provisions of this Ordinance, including but not limited to Section 2(F), Section 6 and Section 15 of this Ordinance.

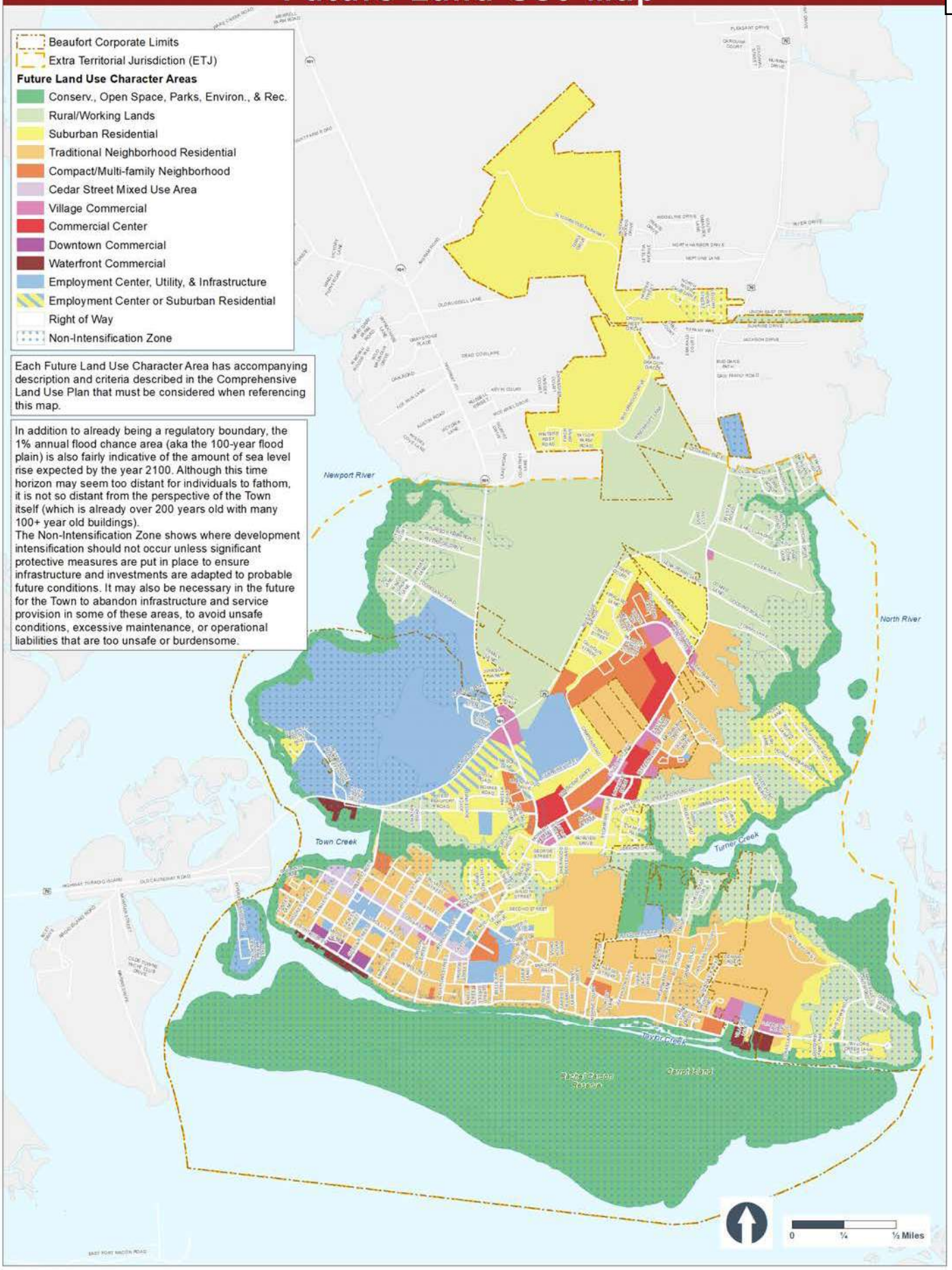
5) Permitted Uses.

Antenna Co-Location on Existing Tower
Assisted Living
Athletic Field, Public
Bed & Breakfast
Carport
Club, Lodge, or Hall
Commercial Indoor Recreational Facility
Community Garden
Dock
Dormitory
Dwelling, Duplex
Dwelling, Single-Family
Family Care Homes
Garage, Private Detached
Government/Non-Profit Owned/ Operated Facilities & Services
Group Home
Home Occupation
Library
Mixed Use
Mortuary/Funeral Home/ Crematorium
Neighborhood Recreation Center Indoor/Outdoor, Private
Neighborhood Recreation Center, Public
Nursing Home
Office: Business, Professional, or Medical
Park, Public
Personal Service Establishment
Public Safety Station
Public Utility Facility
Religious Institution
Resource Conservation Area
Restaurant with Indoor Operation
Shed
Signs, Commercial Free-Standing
Swimming Pool (Personal Use)
Temporary Construction Trailer
Utility Minor
Vehicle Charging Station

6) Special Uses. (*Special Uses* requirements may be found in Section 20 of this Ordinance).

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

Future Land Use Map



Traditional Neighborhood Residential

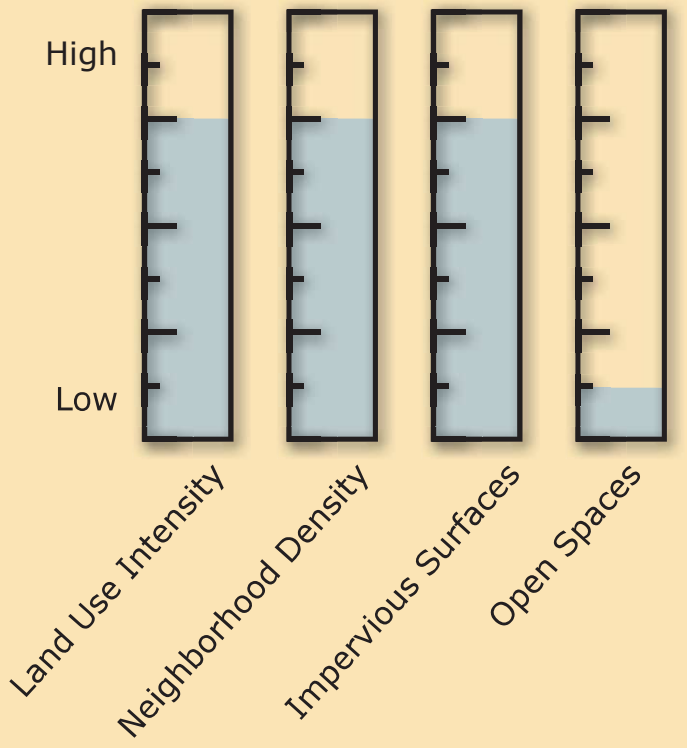
General Description:

These neighborhoods are walkable with structures situated close to each other. The residential areas exemplify the character found in the historic district and closer to downtown. Lots are typically smaller and closely packed with residential densities generally around 3 to 5 dwelling units per acre, although some areas may approach 7 dwelling units per acre. The historic development pattern prioritizes people and accommodates cars. Off-street parking is often to the side or around back, with homes pulled up close enough to the street to allow neighbors to engage with people on the sidewalk.

Streets and Circulation:

Streets are typically low volume and prioritize pedestrians, with sidewalks on both sides and street trees whenever possible. Connectivity is high because blocks are generally 500' or less. On-street parking is either formal or informal, depending on context. Low speed limits allow bicycles to share the travel lanes.

Comparative Dashboard



EXAMPLE USES:

Typical Uses:

Primarily single family detached residential, with a mix of other highly compatible residential uses scattered throughout, including duplexes, accessory dwellings, garage apartments, and occasionally even larger homes that have been converted to discrete multi-family structures or even small bed-n-breakfast businesses.

Traditional Neighborhood Residential

Other Concerns:

In the historic district, these neighborhoods have significant restrictions that preserve their quaint appearance and character. Although there may not be full support to extend all of these requirements to other areas, it may be possible to extract some of the more defining characteristics (buildings close to the street, parking in the rear, street trees, narrow streets, etc.) and bring those design elements to other neighborhoods.







Examples of the traditional neighborhood development style.

Town of Beaufort
701 Front St. • P.O. Box 390 • Beaufort, N.C. 28516
252-728-2142 • 252-728-3982 fax
www.beaufortnc.org

Notification Certification
Case #26-03 201 Ann Street Abutting Neighbors
Special Use Permit Request

TUTAK CHRISTOPHER N ETUX HEIDI 131 ANN STREET BEAUFORT, NC 28516	BARBARY LANE LLC 233 OLD ST FAYETTEVILLE, NC 28301-5035
TALBOT DAVID C 120 MOORE STREET BEAUFORT, NC 28516	PAUL ALLAN 403 GLASCOCK ST RALEIGH, NC 27604
HAY LOFT INVESTMENTS LLC C/O ERIC J LINDSTROM 233 OLD ST FAYETTEVILLE, NC 28301-5035	ST PAUL'S EPISCOPAL CHURCH 209 ANN STREET BEAUFORT, NC 28516
HONE FRANCIS JAMES JR 207 MOORE ST BEAUFORT, NC 28516-2130	,

I, *Michelle Eitner,* Town Planner for the Town of Beaufort do hereby certify the above subject property owners, applicants, and adjacent property owners were each mailed a letter and zoning map on February 20, 2026, regarding a request for a special use permit at 201 Ann Street. A sign was posted on the subject property on February 23, 2026 regarding the same. A public hearing notice will be in the February 25th and March 4th editions of the Carteret News-Times newspaper of general circulation regarding the same. The special use permit will be heard during the quasi-judicial evidentiary hearing at the March 9, 2026 Board of Commissioners meeting at the Train Depot, 614 Broad Street, Beaufort, NC, at 6:00 p.m.

M Eitner
Signed

February 23, 2026
Date

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

Board of Commissioners
Regular Meeting
6:00 PM – Monday, March 9, 2026
Train Depot, 614 Broad Street
Beaufort, NC 28516

AGENDA CATEGORY: Old Business

SUBJECT: Godette Hotel: 400 Pollock Street

SUMMARY:

At its regular meeting held on January 12, 2026, the Board of Commissioners voted to authorize the Town Attorney to file a civil suit in Carteret County Superior Court requesting an order of abatement allowing the demolition of the Godette Hotel. Subsequently on February 12, 2026, and before the filing by the Town Attorney of the authorized civil suit, The Historic Preservation Foundation of North Carolina, Inc. ("PNC") started legal proceedings in Carteret County Superior Court to enforce its rights as to the Godette Hotel and the adjoining "Godette House." Copies of PNC's various initial court filings are included in the agenda packet. PNC generally claims the owner of the Godette Hotel and the Godette House violated and breached terms of the deed restrictions for the two properties as well as the rehabilitation agreements for the two properties. In order to enforce its rights as to the two properties, PNC has filed a Notice of Lis Pendens (essentially a lien) with the Carteret County Clerk of Court and separately recorded Notices of Exercise of Option to Purchase with the Carteret County Register of Deeds. Counsel for PNC has indicated its goal in the litigation is to repurchase the property, stabilize it and then market it for sale for preservation purposes.

PNC, through its counsel, has requested that the Town hold its planned abatement civil action in abeyance. PNC counsel has indicated that it requests this action from the Town because (1) PNC has commenced legal action, and a parallel abatement action filed by the Town would introduce procedural and contractual uncertainties into PNC's efforts; (2) an abatement action would negatively impact title dynamics during PNC's intended repurchase of the properties; (3) an abatement action by the Town would increase legal expenses and administrative costs for both the Town and PNC, and further complicate litigation management for PNC and the Town; and (4) an abatement/demolition suit could undermine the goals of historic preservation for the Godette Hotel.

Based on the foregoing, the Board of Commissioners is requested to take action on PNC's request to hold the Town's planned abatement suit in abeyance by either (a) voting to hold that planned suit in abeyance or (b) voting to decline PNC's request, which in turn would have the effect of ratifying the filing of the abatement civil action by the Town Attorney.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Arey Grady, Town Attorney

DHW | Davis Hartman Wright

DAVIS HARTMAN WRIGHT LL
209 Pollock Street | New Bern, NC 28560
mark.hartman@dhwlegal.com
252.514.2828 **O**
252.262.7052 **D**
252.262.7052 **F**
252.240.9205 **M**

February 11, 2026

VIA FED EX, CERTIFIED MAIL AND ELECTRONIC MAIL

CEDAR POLLOCK PROPERTIES, LLC;
BEAUFORT NORTH CENTRAL
PROPERTIES, LLC; and
DIEUPARC PLACE LLC
Attn: Sandie Smith
217 North Graham Street
Charlotte, North Carolina 28202
sandie.cpp@gmail.com

CEDAR POLLOCK PROPERTIES, LLC;
BEAUFORT NORTH CENTRAL
PROPERTIES, LLC; and
DIEUPARC PLACE LLC
Attn: Jordan Smith
217 North Graham Street
Charlotte, North Carolina 28202
sandie.cpp@gmail.com

CEDAR POLLOCK PROPERTIES, LLC;
BEAUFORT NORTH CENTRAL
PROPERTIES, LLC; and
DIEUPARC PLACE LLC
Attn: Sandie Smith
217 Copper Hawk Court
Fort Mill, South Carolina 29715
sandie.cpp@gmail.com

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Attn: Jordan Smith
217 Copper Hawk Court
Fort Mill, South Carolina 29715
sandie.cpp@gmail.com

CEDAR POLLOCK PROPERTIES, LLC;
BEAUFORT NORTH CENTRAL
PROPERTIES, LLC; and
DIEUPARC PLACE LLC
Attn: Sandie Smith
4030 Wake Forest Road, Suite 349
Raleigh, North Carolina 27609
sandie.cpp@gmail.com

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Attn: Jordan Smith
4030 Wake Forest Road, Suite 349
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sandie.cpp@gmail.com

CEDAR POLLOCK PROPERTIES, LLC;
BEAUFORT NORTH CENTRAL
PROPERTIES, LLC; and
DIEUPARC PLACE LLC
Attn: Sandie Smith
9835 Pineville Matthews Road, Unit 391
Pineville, North Carolina 28134
sandie.cpp@gmail.com

CEDAR POLLOCK PROPERTIES, LLC;
BEAUFORT NORTH CENTRAL
PROPERTIES, LLC; and
DIEUPARC PLACE LLC
Attn: Jordan Smith
9835 Pineville Matthews Road, Unit 391
Pineville, North Carolina 28134
sandie.cpp@gmail.com

CEDAR POLLOCK PROPERTIES,
LLC; and BEAUFORT NORTH
CENTRAL PROPERTIES, LLC
Attn: David T. DuFault, Registered Agent
217 North Graham Street
Charlotte, North Carolina 28202
ddufault@sodomalaw.com

DIEUPARC PLACE LLC
Attn: Registered Agents, Inc, Registered Agent
4030 Wake Forest Road, Suite 349
Raleigh, North Carolina 27609
legal@registeredagentsinc.com

Re: **General Warranty Deed** recorded December 28, 2023 in **Book 1816, Page 362** in the Office of the Register of Deeds of Carteret County, NC (the "**Hotel Deed**"), conveying certain property located in Beaufort, Carteret County, NC and more particularly described therein (the "**Hotel Property**")

Rehabilitation Agreement dated December 28, 2023 by and between HPFNC and CPP relating to the Hotel Property (the "**Hotel Rehab Agreement**"), which is incorporated into the Hotel Deed by reference

General Warranty Deed recorded December 28, 2023 in **Book 1816, Page 364** in the Office of the Register of Deeds of Carteret County, NC (the "**House Deed**"), conveying certain property located in Beaufort, Carteret County, NC and more particularly described therein (the "**House Property**")

Rehabilitation Agreement dated December 28, 2023 by and between HPFNC and BNCP relating to the House Property (the "**House Rehab Agreement**"), which is incorporated into the House Deed by reference

"**HPFNC**" shall mean The Historic Preservation Foundation of North Carolina, Inc., a North Carolina non-profit corporation

"**CPP**" shall mean Cedar Pollock Properties, LLC, a North Carolina limited liability company

"**BNCP**" shall mean Beaufort North Central Properties, LLC, a North Carolina limited liability company

"**DP**" shall mean Dieuparc Place LLC, a North Carolina limited liability company

Dear Addressees:

This law firm represents HPFNC in connection with Hotel Property and the House Property. Please direct all further communications regarding the same to my attention at this law firm. Pursuant to the Hotel Deed, the Hotel Rehab Agreement, the House Deed and the House Rehab Agreement, formal written notice of **default and enforcement** is hereby given, all as set forth below. The defaults described herein are continuing and cumulative in nature, and nothing herein shall be construed as limiting HPFNC's right to rely upon additional or ongoing defaults under the governing documents.

HOTEL PROPERTY – NOTICE OF DEFAULT

a) **Hotel Deed**

CPP and DP are in violation and material default of, among other things, the following provisions of the Hotel Deed:

Section 2 (Rehabilitation and Maintenance),
Section 7 (Subdivision),
Section 9 (Covenant to Obey Public Laws), and
Section 20 (Duration of Covenants).

b) Hotel Rehab Agreement

CPP and DP are in violation and material default of, among other things, the following provisions of the Hotel Rehab Agreement:

Section A(1)(a) [April 1, 2024] (Benchmarks for Rehabilitation),
Section A(1)(b) [September 30, 2024] (Benchmarks for Rehabilitation),
Section B(2)(a) (Guidelines for Rehabilitation – Roof),
Section B(2)(b) (Guidelines for Rehabilitation – Masonry), and
Section B(2)(c) (Guidelines for Rehabilitation – Doors, Windows and Decorative Trim).

Section A(1)(c) [February 28, 2026] (Benchmarks for Rehabilitation) – anticipatory, but current, breach by impossibility of performance due to prior cumulative violations.

c) Injunctive Relief

In light of the foregoing violations and material defaults under the Hotel Deed and the Hotel Rehab Agreement, HPFNC is pursuing its various legal and equitable remedies, including, without limitation, seeking injunctive relief to prevent: i) further activities which may harm the interests of HPFNC as set forth in such documents, and ii) further damage to other legitimate historical and archaeological concerns. Towards that end, HPFNC has commenced legal action pursuant to Rule 3 of the North Carolina Rules of Civil Procedure against CPP and DP, as evidenced by the enclosed Application and Order Extending Time to File Complaint, Notice of Lis Pendens and Civil Summonses all filed in the Office of the Clerk of Superior Court of Carteret County, North Carolina, which are enclosed herewith for your convenience and delivered via Certified United States Mail (Return Receipt Requested) and Federal Express (Overnight Delivery) to ensure prompt and documented receipt.

d) Option to Purchase

Also in light of the foregoing violations and material defaults under the Hotel Deed and the Hotel Rehab Agreement, HPFNC hereby elects to exercise its option to repurchase the Hotel Property pursuant to such documents. Without conceding that any notice or cure period is required, HPFNC is nevertheless allowing a ninety (90) day period from the date of this correspondence, time being of the essence, for the defaults to be fully cured. Cure shall require full and complete satisfaction of the applicable obligations within the stated period; partial performance, ongoing efforts, or promises of future compliance shall not constitute cure. If such defaults are timely and fully cured, HPFNC reserves the right, but shall not be obligated, to withdraw or modify such election. In the event such defaults are not fully cured within such period, HPFNC's exercise shall become fully operative and automatically enforceable upon expiration of the ninety (90) day period without the need for any further notice, demand, or action. Towards that end, HPFNC has recorded the enclosed Notice of Exercise of Option to Purchase regarding the same in the Office of the Register of Deeds of Carteret County, North Carolina.

HOUSE PROPERTY – NOTICE OF DEFAULT

a) House Deed

BNCP is in violation and material default of, among other things, the following provisions of the House Deed:

Section 2 (Rehabilitation and Maintenance), and
Section 9 (Covenant to Obey Public Laws).

b) House Rehab Agreement

Section A(1)(a) [April 1, 2024] (Benchmarks for Rehabilitation),
Section A(1)(b) [December 31, 2024] (Benchmarks for Rehabilitation),
Section A(1)(c) [May 31, 2025] (Benchmarks for Rehabilitation),
Section B(2)(a) (Guidelines for Rehabilitation – Roof),
Section B(2)(b) (Guidelines for Rehabilitation – Masonry), and
Section B(2)(c) (Guidelines for Rehabilitation – Doors, Windows and Decorative Trim).

c) Injunctive Relief

In light of the foregoing violations and material defaults under the House Deed and the House Rehab Agreement, HPFNC is pursuing its various legal and equitable remedies, including, without limitation, seeking injunctive relief to prevent: i) further activities which may harm the interests of HPFNC as set forth in such documents, and ii) further damage to other legitimate historical and archaeological concerns. Towards that end, HPFNC has commenced legal action pursuant to Rule 3 of the North Carolina Rules of Civil Procedure against BNCP, as evidenced by the enclosed Application and Order Extending Time to File Complaint, Notice of Lis Pendens and Civil Summonses all filed in the Office of the Clerk of Superior Court of Carteret County, North Carolina, which are enclosed herewith for your convenience and delivered via Certified United States Mail (Return Receipt Requested) and Federal Express (Overnight Delivery) to ensure prompt and documented receipt.

d) Option to Purchase

Also in light of the foregoing violations and material defaults under the House Deed and the House Rehab Agreement, HPFNC hereby elects to exercise its option to repurchase the House Property pursuant to such documents. Without conceding that any notice or cure period is required, HPFNC is nevertheless allowing a ninety (90) day period from the date of this correspondence, time being of the essence, for the defaults to be fully cured. Cure shall require full and complete satisfaction of the applicable obligations within the stated period; partial performance, ongoing efforts, or promises of future compliance shall not constitute cure. If such defaults are timely and fully cured, HPFNC reserves the right, but shall not be obligated, to withdraw or modify such election. In the event such defaults are not fully cured within such period, HPFNC's exercise shall become fully operative and automatically enforceable upon expiration of the ninety (90) day period without the need for any further notice, demand, or action. Towards that end, HPFNC has the enclosed Notice of Exercise of Option to Purchase regarding the same in the Office of the Register of Deeds of Carteret County, North Carolina.

HPFNC reserves all rights and remedies available under the governing documents and applicable law, all of which are cumulative and may be exercised independently or concurrently. Nothing contained in this correspondence shall be deemed an election of remedies to the exclusion of any other rights or remedies available to HPFNC.

No delay, omission, or failure by HPFNC at any time to enforce any provision of the governing documents or to declare or act upon any default shall be deemed a waiver of such provision or default, nor shall it impair HPFNC's right to enforce the same or any other provision or default at any time thereafter. Acceptance, acknowledgment, or allowance of any partial performance, corrective action, or attempted compliance shall not constitute a cure of any default unless expressly confirmed in writing by HPFNC, nor shall any discussions, negotiations, inspections, communications, or other interactions be construed as acceptance of performance, waiver of any rights, or modification of the governing documents.

No modification, amendment, waiver, or extension of any provision of the governing documents shall be effective unless set forth in a written instrument expressly approved and signed by the parties in accordance with the requirements of the governing documents. No course of dealing, course of performance, prior conduct, or informal agreement shall be deemed to modify, amend, or waive any provision thereof.

No prior acceptance, tolerance, or allowance by HPFNC of delayed, partial, or nonconforming performance, if any, shall be deemed a waiver of strict compliance. HPFNC hereby provides clear notice that it will require strict adherence to all terms, conditions, deadlines, and obligations under the governing documents going forward.

HPFNC's election to exercise its rights, including without limitation its option to repurchase as described herein, is not conditional upon the expiration of any cure period, and the allowance of any cure period is provided without waiver of HPFNC's position that such rights are presently exercisable. To the extent any cure period applies, failure to fully cure within such period shall result in such exercise becoming fully operative and enforceable automatically without the necessity of any further notice, demand, or action.

Thank you, in advance, for your cooperation and immediate attention to this matter.

Sincerely,

DAVIS HARTMAN WRIGHT LLP

Mark S. Hartman

Mark S. Hartman

STATE OF NORTH CAROLINA

File No. 26CV000185-150

1.

CARTERET County

In The General Court Of Justice
☐ District ☒ Superior Court Division

Name And Address Of Plaintiff 1
The Historic Preservation Foundation of North Carolina, Inc.
c/o Kenneth Keller, atty
209 Pollock Street
New Bern NC 28560

Name And Address Of Plaintiff 2

GENERAL
CIVIL ACTION COVER SHEET

☒ **INITIAL FILING** ☐ **SUBSEQUENT FILING**

Rule 5(b) of the General Rules of Practice for the Superior and District Courts

VERSUS

Name And Address Of Defendant 1
Cedar Pollock Properties, LLC
217 North Graham Street
Charlotte NC 28202

Summons Submitted
☒ Yes ☐ No

Name And Address Of Defendant 2
Beaufort North Central Properties, LLC
217 North Graham Street
Charlotte NC 28202

Summons Submitted
☒ Yes ☐ No

Name And Address Of Attorney Or Party, If Not Represented (complete for initial appearance or change of address)
KENNETH R. KELLER
DAVIS HARTMAN WRIGHT LLP
209 Pollock Street
New Bern NC 28560

Telephone No. 336-510-9433
Cellular Telephone No.
NC Attorney Bar No. 6238
Attorney Email Address ken.keller@dhwlegal.com

☐ Initial Appearance in Case ☐ Change of Address

Name Of Firm DAVIS HARTMAN WRIGHT LLP
Fax No.

Counsel For
☒ All Plaintiffs ☐ All Defendants ☐ Only: *(list party(ies) represented)*
Plaintiff

☒ Jury Demanded In Pleading ☐ Complex Litigation ☐ Stipulate to Arbitration

TYPE OF PLEADING

(check all that apply)

☐ Amend (AMND)
☐ Amended Answer/Reply (AMND-Response)
☐ Amended Complaint (AMND)
☐ Assess Costs (COST)
☐ Answer/Reply (ANSW-Response) (*see Note*)
☐ Change Venue (CHVN)
☐ Complaint (COMP)
☐ Confession Of Judgment (CNFJ)
☐ Consent Order (CONS)
☐ Consolidate (CNSL)
☐ Contempt (CNTP)
☐ Continue (CNTN)
☐ Compel (CMPL)
☐ Counterclaim (CTCL) *Assess Court Costs*
☐ Crossclaim *(list on back)* (CRSS) *Assess Court Costs*
☐ Dismiss (DISM) *Assess Court Costs*
☐ Exempt/Waive Mediation (EXMD)
☐ Extend Statute Of Limitations, Rule 9 (ESOL)
☒ Extend Time For Complaint (EXCO)
☐ Failure To Join Necessary Party (FJNP)
☐ Failure To State A Claim (FASC)
☐ Implementation Of Wage Withholding In Non-IV-D Cases (OTHR)
☐ Improper Venue/Division (IMVN)
☐ Including Attorney's Fees (ATTY)
☐ Intervene (INTR)
☐ Interplead (OTHR)
☐ Lack Of Jurisdiction (Person) (LJPN)
☐ Lack Of Jurisdiction (Subject Matter) (LJSM)
☐ Modification Of Child Support In IV-D Actions (MSUP)
☐ Notice Of Dismissal With Or Without Prejudice (VOLD)
☐ Petition To Sue As Indigent (OTHR)
☐ Rule 12 Motion In Lieu Of Answer (MDLA)
☐ Sanctions (SANC)
☐ Set Aside (OTHR)
☐ Show Cause (SHOW)
☐ Transfer (TRFR)
☐ Third Party Complaint *(list Third Party Defendants on back)* (TPCL)
☐ Vacate/Modify Judgment (VCMD)
☐ Withdraw As Counsel (WDCN)
☒ Other *(specify and list each separately)*
Notice of Lis Pendens

NOTE: *All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must include either a General Civil (AOC-CV-751), Motion (AOC-CV-752), or Court Action (AOC-CV-753) cover sheet.*

Electronically Filed Date: 2/12/2026 9:28 AM Ca Superior Court County Clerk of Superior Court

CLAIMS FOR RELIEF

1.

- ☐ Administrative Appeal (ADMA)
- ☐ Appointment Of Receiver (APRC)
- ☐ Attachment/Garnishment (ATTC)
- ☐ Claim And Delivery (CLMD)
- ☐ Collection On Account (ACCT)
- ☐ Condemnation (CNDM)
- ☒ Contract (CNTR)
- ☐ Discovery Scheduling Order (DSCH)
- ☒ Injunction (INJU)
- ☐ Limited Driving Privilege - Out-Of-State Convictions (PLDP)
- ☐ Medical Malpractice (MDML)
- ☐ Minor Settlement (MSTL)
- ☐ Money Owed (MNYO)
- ☐ Negligence - Motor Vehicle (MVNG)
- ☐ Negligence - Other (NEGO)
- ☐ Motor Vehicle Lien G.S. Chapter 44A (MVLN)
- ☐ Possession Of Personal Property (POPP)
- ☐ Product Liability (PROD)
- ☐ Real Property (RLPR)
- ☒ Specific Performance (SPPR)
- ☒ Other *(specify and list each separately)*
  Declaratory Judgment

Date	*Signature Of Attorney/Party*
02/12/2026	/s/Kenneth R. Keller

FEES IN G.S. 7A-308 APPLY
Assert Right Of Access (ARAS)
Substitution Of Trustee (Judicial Foreclosure) (RSOT)
Supplemental Procedures (SUPR)

PRO HAC VICE FEES APPLY
Motion For Out-Of-State Attorney To Appear In NC Courts In A Civil Or Criminal Matter (Out-Of-State Attorney/Pro Hac Vice Fee)

No.	☐ Additional Plaintiff(s)

No.	☒ Additional Defendant(s) ☐ Third Party Defendant(s)	Summons Submitted
3	Dieuparc Place LLC, 4030 Wake Forest Road, Ste 349, Raleigh, NC 27609	☒ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No

Plaintiff(s) Against Whom Counterclaim Asserted

Defendant(s) Against Whom Crossclaim Asserted

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STATE OF NORTH CAROLINA

CARTERET County

File No. 26CV000185-150

1.

Scan No.

In The General Court Of Justice
☐ District ☒ Superior Court Division

Name Of Plaintiff	CIVIL SUMMONS TO BE SERVED WITH ORDER EXTENDING TIME TO FILE COMPLAINT
The Historic Preservation Foundation of North Carolina, Inc.	G.S. 1A-1, Rule 4
VERSUS	
Name Of Defendant(s)	
Cedar Pollock Properties, LLC; Beaufort North Central Properties, LLC; and Dieuparc Place LLC	

To:	To:
Name And Address Of Defendant 1	Name And Address Of Defendant 2
Cedar Pollock Properties, LLC By serving Registered Agent, David T. DuFault 217 North Graham Street Charlotte NC 28202	

IMPORTANT! You have been sued! These papers are legal documents, DO NOT throw these papers out! You have to respond within 30 days. You may want to talk with a lawyer about your case as soon as possible, and, if needed, speak with someone who reads English and can translate these papers!

¡IMPORTANTE! ¡Se ha entablado un proceso civil en su contra! Estos papeles son documentos legales. ¡NO TIRE estos papeles!
Tiene que contestar a más tardar en 30 días. ¡Puede querer consultar con un abogado lo antes posible acerca de su caso y, de ser necesario, hablar con alguien que lea inglés y que pueda traducir estos documentos!

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or the plaintiff's attorney within thirty (30) days after you have been served with the complaint as authorized in the attached order. You may serve your answer by delivering a copy to the plaintiff or the plaintiff's attorney or by mailing a copy to one of them at his/her last known address.
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff)	Date	Time
Kenneth R. Keller Davis Hartman Wright LLP 209 Pollock Street New Bern, NC 28560	2/12/2026	9:58:18 am ☒ AM ☐ PM
	Signature	/s/ Emily Mancini
	☒ Deputy CSC ☐ Assistant CSC ☐ Clerk Of Superior Court	

(Over)

© 2023 Administrative Office of the Courts

RETURN OF SERVICE

1.

I certify that this Summons and a copy of the Order were received and served as follows:

DEFENDANT 1

Date Served	*Time Served* ☐ AM ☐ PM	*Name Of Defendant*

☐ By delivering to the defendant named above a copy of this Summons and Order.

☐ By leaving a copy of this Summons and Order at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein, who is named below.

☐ As the defendant is a corporation, service was effected by delivering a copy of this Summons and Order to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Acceptance of service. Summons and Order received by: ☐ Defendant 1. ☐ Other: *(type or print name)*	*Date Accepted*	*Signature*

☐ Other manner of service *(specify)*

☐ Defendant WAS NOT served for the following reason:

DEFENDANT 2

Date Served	*Time Served* ☐ AM ☐ PM	*Name Of Defendant*

☐ By delivering to the defendant named above a copy of this Summons and Order.

☐ By leaving a copy of this Summons and Order at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein, who is named below.

☐ As the defendant is a corporation, service was effected by delivering a copy of this Summons and Order to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Acceptance of service. Summons and Order received by: ☐ Defendant 2. ☐ Other: *(type or print name)*	*Date Accepted*	*Signature*

☐ Other manner of service *(specify)*

☐ Defendant WAS NOT served for the following reason:

Service Fee Paid	*Date Received*	*Signature Of Deputy Sheriff Making Return*
$		
Paid By	*Date Of Return*	*Name Of Deputy Sheriff Making Return (type or print)*
		County Of Sheriff

© 2023 Administrative Office of the Courts

STATE OF NORTH CAROLINA

CARTERET County

File No. 26CV000185-150

1.

Scan No.

In The General Court Of Justice
☐ District ☒ Superior Court Division

Name Of Plaintiff
The Historic Preservation Foundation of North Carolina, Inc.

VERSUS

Name Of Defendant(s)
Cedar Pollock Properties, LLC; Beaufort North Central Properties, LLC; and Dieuparc Place LLC

CIVIL SUMMONS TO BE SERVED WITH ORDER EXTENDING TIME TO FILE COMPLAINT

G.S. 1A-1, Rule 4

To:

Name And Address Of Defendant 1
Beaufort North Central Properties, LLC
By serving Registered Agent, David T. DuFault
217 North Graham Street
Charlotte NC 28202

To:

Name And Address Of Defendant 2

IMPORTANT! You have been sued! These papers are legal documents, DO NOT throw these papers out! You have to respond within 30 days. You may want to talk with a lawyer about your case as soon as possible, and, if needed, speak with someone who reads English and can translate these papers!

¡IMPORTANTE! ¡Se ha entablado un proceso civil en su contra! Estos papeles son documentos legales. ¡NO TIRE estos papeles!
Tiene que contestar a más tardar en 30 días. ¡Puede querer consultar con un abogado lo antes posible acerca de su caso y, de ser necesario, hablar con alguien que lea inglés y que pueda traducir estos documentos!

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or the plaintiff's attorney within thirty (30) days after you have been served with the complaint as authorized in the attached order. You may serve your answer by delivering a copy to the plaintiff or the plaintiff's attorney or by mailing a copy to one of them at his/her last known address.
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff)
Kenneth R. Keller
Davis Hartman Wright LLP
209 Pollock Street
New Bern, NC 28560

Date 2/12/2026 *Time* 9:58:18 am ☒ AM ☐ PM

Signature /s/ Emily Mancini

☒ *Deputy CSC* ☐ *Assistant CSC* ☐ *Clerk Of Superior Court*

(Over)

© 2023 Administrative Office of the Courts

RETURN OF SERVICE

1.

I certify that this Summons and a copy of the Order were received and served as follows:

DEFENDANT 1

Date Served	*Time Served* ☐ AM ☐ PM	*Name Of Defendant*

☐ By delivering to the defendant named above a copy of this Summons and Order.

☐ By leaving a copy of this Summons and Order at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein, who is named below.

☐ As the defendant is a corporation, service was effected by delivering a copy of this Summons and Order to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Acceptance of service. Summons and Order received by: ☐ Defendant 1. ☐ Other: *(type or print name)*	*Date Accepted*	*Signature*

☐ Other manner of service *(specify)*

☐ Defendant WAS NOT served for the following reason:

DEFENDANT 2

Date Served	*Time Served* ☐ AM ☐ PM	*Name Of Defendant*

☐ By delivering to the defendant named above a copy of this Summons and Order.

☐ By leaving a copy of this Summons and Order at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein, who is named below.

☐ As the defendant is a corporation, service was effected by delivering a copy of this Summons and Order to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Acceptance of service. Summons and Order received by: ☐ Defendant 2. ☐ Other: *(type or print name)*	*Date Accepted*	*Signature*

☐ Other manner of service *(specify)*

☐ Defendant WAS NOT served for the following reason:

Service Fee Paid	*Date Received*	*Signature Of Deputy Sheriff Making Return*
$		
Paid By	*Date Of Return*	*Name Of Deputy Sheriff Making Return (type or print)*
		County Of Sheriff

© 2023 Administrative Office of the Courts

STATE OF NORTH CAROLINA

CARTERET County

File No. 26CV000185-150

1.

Scan No.

In The General Court Of Justice
☐ District ☒ Superior Court Division

Name Of Plaintiff
The Historic Preservation Foundation of North Carolina, Inc.

VERSUS

Name Of Defendant(s)
Cedar Pollock Properties, LLC; Beaufort North Central Properties, LLC; and Dieuparc Place LLC

CIVIL SUMMONS TO BE SERVED WITH ORDER EXTENDING TIME TO FILE COMPLAINT

G.S. 1A-1, Rule 4

To:

Name And Address Of Defendant 1
Dieuparc Place, LLC
By serving Registered Agent, Registered Agents, Inc.
4030 Wake Forest Road, Ste 349
Raleigh NC 27609

To:

Name And Address Of Defendant 2

IMPORTANT! You have been sued! These papers are legal documents, DO NOT throw these papers out! You have to respond within 30 days. You may want to talk with a lawyer about your case as soon as possible, and, if needed, speak with someone who reads English and can translate these papers!

¡IMPORTANTE! ¡Se ha entablado un proceso civil en su contra! Estos papeles son documentos legales. ¡NO TIRE estos papeles!
Tiene que contestar a más tardar en 30 días. ¡Puede querer consultar con un abogado lo antes posible acerca de su caso y, de ser necesario, hablar con alguien que lea inglés y que pueda traducir estos documentos!

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or the plaintiff's attorney within thirty (30) days after you have been served with the complaint as authorized in the attached order. You may serve your answer by delivering a copy to the plaintiff or the plaintiff's attorney or by mailing a copy to one of them at his/her last known address.
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff)
Kenneth R. Keller
Davis Hartman Wright LLP
209 Pollock Street
New Bern, NC 28560

Date 2/12/2026 *Time* 9:58:18 am ☒ AM ☐ PM

Signature /s/ Emily Mancini

☒ *Deputy CSC* ☐ *Assistant CSC* ☐ *Clerk Of Superior Court*

(Over)

© 2023 Administrative Office of the Courts

RETURN OF SERVICE

1.

I certify that this Summons and a copy of the Order were received and served as follows:

DEFENDANT 1

Date Served	*Time Served* ☐ AM ☐ PM	*Name Of Defendant*

☐ By delivering to the defendant named above a copy of this Summons and Order.

☐ By leaving a copy of this Summons and Order at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein, who is named below.

☐ As the defendant is a corporation, service was effected by delivering a copy of this Summons and Order to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Acceptance of service. Summons and Order received by: ☐ Defendant 1. ☐ Other: *(type or print name)*	*Date Accepted*	*Signature*

☐ Other manner of service *(specify)*

☐ Defendant WAS NOT served for the following reason:

DEFENDANT 2

Date Served	*Time Served* ☐ AM ☐ PM	*Name Of Defendant*

☐ By delivering to the defendant named above a copy of this Summons and Order.

☐ By leaving a copy of this Summons and Order at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein, who is named below.

☐ As the defendant is a corporation, service was effected by delivering a copy of this Summons and Order to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Acceptance of service. Summons and Order received by: ☐ Defendant 2. ☐ Other: *(type or print name)*	*Date Accepted*	*Signature*

☐ Other manner of service *(specify)*

☐ Defendant WAS NOT served for the following reason:

Service Fee Paid $	*Date Received*	*Signature Of Deputy Sheriff Making Return*
Paid By	*Date Of Return*	*Name Of Deputy Sheriff Making Return (type or print)*
		County Of Sheriff

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STATE OF NORTH CAROLINA

File No. 26CV000185-150

1.

CARTERET County

In The General Court Of Justice
☐ District ☒ Superior Court Division

Name Of Plaintiff
The Historic Preservation Foundation of North Carolina, Inc.

VERSUS

Name Of Defendant
Cedar Pollock Properties, LLC; Beaufort North Central Properties, LLC; and Dieuparc Place LLC

APPLICATION AND ORDER EXTENDING TIME TO FILE COMPLAINT

G.S. 1A-1, Rule 3

APPLICATION

The undersigned requests permission to file a complaint in this action within twenty (20) days of any order granting this Application, as provided in Rule 3 of the Rules of Civil Procedure. The nature and purpose of the action are:

Name And Purpose Of The Action

Civil action for breach of Rehabilitation Agreements and injunctive relief as set out in Notice of Default, a copy of which is attached as Exhibit 1.

Date	*Signature*	
02-12-2026	s/Kenneth Keller	☐ *Applicant* ☒ *Attorney For Applicant*

ORDER

The Court states that the nature and purpose of this action are as set forth above.

Therefore, it is ORDERED that permission is granted to the applicant to file a complaint in this action up to and including the date shown below.

File Complaint On Or Before	*Date Of Order*
(Date must be within 20 days of date of Order.)	*Signature*
	☐ *Assistant Clerk Of Superior Court* ☐ *Clerk Of Superior Court*

NOTE: *Under Rule 3 of the Rules of Civil Procedure, upon entry of this Order, a summons shall be issued and the summons and a copy of this Order must be served in accordance with the provisions of Rule 4. A complaint must be filed in this action within the period provided above and that complaint must be served in accordance with the provisions of Rule 4 or by registered mail if the plaintiff so elects. If a complaint is not filed within the above period, the action shall abate.*

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Electronically Filed Date: 2/12/2026 9:28 AM Carteret Superior Court County Clerk of Superior Court

DHW | Davis Hartman Wright

EXHIBIT 1

DAVIS HARTMAN WRIGHT LL
209 Pollock Street | New Bern, NC 28560
mark.hartman@dhwlegal.com
252.514.2828 **O**
252.262.7052 **D**
252.262.7052 **F**
252.240.9205 **M**

1.

February 11, 2026

VIA FED EX, CERTIFIED MAIL AND ELECTRONIC MAIL

CEDAR POLLOCK PROPERTIES, LLC;
BEAUFORT NORTH CENTRAL
PROPERTIES, LLC; and
DIEUPARC PLACE LLC
Attn: Sandie Smith
217 North Graham Street
Charlotte, North Carolina 28202
sandie.cpp@gmail.com

CEDAR POLLOCK PROPERTIES, LLC;
BEAUFORT NORTH CENTRAL
PROPERTIES, LLC; and
DIEUPARC PLACE LLC
Attn: Jordan Smith
217 North Graham Street
Charlotte, North Carolina 28202
sandie.cpp@gmail.com

CEDAR POLLOCK PROPERTIES, LLC;
BEAUFORT NORTH CENTRAL
PROPERTIES, LLC; and
DIEUPARC PLACE LLC
Attn: Sandie Smith
217 Copper Hawk Court
Fort Mill, South Carolina 29715
sandie.cpp@gmail.com

CEDAR POLLOCK PROPERTIES, LLC;
BEAUFORT NORTH CENTRAL
PROPERTIES, LLC; and
DIEUPARC PLACE LLC
Attn: Jordan Smith
217 Copper Hawk Court
Fort Mill, South Carolina 29715
sandie.cpp@gmail.com

CEDAR POLLOCK PROPERTIES, LLC;
BEAUFORT NORTH CENTRAL
PROPERTIES, LLC; and
DIEUPARC PLACE LLC
Attn: Sandie Smith
4030 Wake Forest Road, Suite 349
Raleigh, North Carolina 27609
sandie.cpp@gmail.com

CEDAR POLLOCK PROPERTIES, LLC;
BEAUFORT NORTH CENTRAL
PROPERTIES, LLC; and
DIEUPARC PLACE LLC
Attn: Jordan Smith
4030 Wake Forest Road, Suite 349
Raleigh, North Carolina 27609
sandie.cpp@gmail.com

CEDAR POLLOCK PROPERTIES, LLC;
BEAUFORT NORTH CENTRAL
PROPERTIES, LLC; and
DIEUPARC PLACE LLC
Attn: Sandie Smith
9835 Pineville Matthews Road, Unit 391
Pineville, North Carolina 28134
sandie.cpp@gmail.com

CEDAR POLLOCK PROPERTIES, LLC;
BEAUFORT NORTH CENTRAL
PROPERTIES, LLC; and
DIEUPARC PLACE LLC
Attn: Jordan Smith
9835 Pineville Matthews Road, Unit 391
Pineville, North Carolina 28134
sandie.cpp@gmail.com

CEDAR POLLOCK PROPERTIES,
LLC; and BEAUFORT NORTH
CENTRAL PROPERTIES, LLC
Attn: David T. DuFault, Registered Agent
217 North Graham Street
Charlotte, North Carolina 28202
ddufault@sodomalaw.com

DIEUPARC PLACE LLC
Attn: Registered Agents, Inc, Registered Agent
4030 Wake Forest Road, Suite 349
Raleigh, North Carolina 27609
legal@registeredagentsinc.com

Re: **General Warranty Deed** recorded December 28, 2023 in **Book 1816, Page 362** in the Office of the Register of Deeds of Carteret County, NC (the "**Hotel Deed**"), conveying certain property located in Beaufort, Carteret County, NC and more particularly described therein (the "**Hotel Property**")

Rehabilitation Agreement dated December 28, 2023 by and between HPFNC and CPP relating to the Hotel Property (the "**Hotel Rehab Agreement**"), which is incorporated into the Hotel Deed by reference

General Warranty Deed recorded December 28, 2023 in **Book 1816, Page 364** in the Office of the Register of Deeds of Carteret County, NC (the "**House Deed**"), conveying certain property located in Beaufort, Carteret County, NC and more particularly described therein (the "**House Property**")

Rehabilitation Agreement dated December 28, 2023 by and between HPFNC and BNCP relating to the House Property (the "**House Rehab Agreement**"), which is incorporated into the House Deed by reference

"**HPFNC**" shall mean The Historic Preservation Foundation of North Carolina, Inc., a North Carolina non-profit corporation

"**CPP**" shall mean Cedar Pollock Properties, LLC, a North Carolina limited liability company

"**BNCP**" shall mean Beaufort North Central Properties, LLC, a North Carolina limited liability company

"**DP**" shall mean Dieuparc Place LLC, a North Carolina limited liability company

Dear Addressees:

This law firm represents HPFNC in connection with Hotel Property and the House Property. Please direct all further communications regarding the same to my attention at this law firm. Pursuant to the Hotel Deed, the Hotel Rehab Agreement, the House Deed and the House Rehab Agreement, formal written notice of **default and enforcement** is hereby given, all as set forth below. The defaults described herein are continuing and cumulative in nature, and nothing herein shall be construed as limiting HPFNC's right to rely upon additional or ongoing defaults under the governing documents.

HOTEL PROPERTY – NOTICE OF DEFAULT

a) **Hotel Deed**

CPP and DP are in violation and material default of, among other things, the following provisions of the Hotel Deed:

Section 2 (Rehabilitation and Maintenance),
Section 7 (Subdivision),
Section 9 (Covenant to Obey Public Laws), and
Section 20 (Duration of Covenants).

b) Hotel Rehab Agreement

CPP and DP are in violation and material default of, among other things, the following provisions of the Hotel Rehab Agreement:

Section A(1)(a) [April 1, 2024] (Benchmarks for Rehabilitation),
Section A(1)(b) [September 30, 2024] (Benchmarks for Rehabilitation),
Section B(2)(a) (Guidelines for Rehabilitation – Roof),
Section B(2)(b) (Guidelines for Rehabilitation – Masonry), and
Section B(2)(c) (Guidelines for Rehabilitation – Doors, Windows and Decorative Trim).

Section A(1)(c) [February 28, 2026] (Benchmarks for Rehabilitation) – anticipatory, but current, breach by impossibility of performance due to prior cumulative violations.

c) Injunctive Relief

In light of the foregoing violations and material defaults under the Hotel Deed and the Hotel Rehab Agreement, HPFNC is pursuing its various legal and equitable remedies, including, without limitation, seeking injunctive relief to prevent: i) further activities which may harm the interests of HPFNC as set forth in such documents, and ii) further damage to other legitimate historical and archaeological concerns. Towards that end, HPFNC has commenced legal action pursuant to Rule 3 of the North Carolina Rules of Civil Procedure against CPP and DP, as evidenced by the enclosed Application and Order Extending Time to File Complaint, Notice of Lis Pendens and Civil Summonses all filed in the Office of the Clerk of Superior Court of Carteret County, North Carolina, which are enclosed herewith for your convenience and delivered via Certified United States Mail (Return Receipt Requested) and Federal Express (Overnight Delivery) to ensure prompt and documented receipt.

d) Option to Purchase

Also in light of the foregoing violations and material defaults under the Hotel Deed and the Hotel Rehab Agreement, HPFNC hereby elects to exercise its option to repurchase the Hotel Property pursuant to such documents. Without conceding that any notice or cure period is required, HPFNC is nevertheless allowing a ninety (90) day period from the date of this correspondence, time being of the essence, for the defaults to be fully cured. Cure shall require full and complete satisfaction of the applicable obligations within the stated period; partial performance, ongoing efforts, or promises of future compliance shall not constitute cure. If such defaults are timely and fully cured, HPFNC reserves the right, but shall not be obligated, to withdraw or modify such election. In the event such defaults are not fully cured within such period, HPFNC's exercise shall become fully operative and automatically enforceable upon expiration of the ninety (90) day period without the need for any further notice, demand, or action. Towards that end, HPFNC has recorded the enclosed Notice of Exercise of Option to Purchase regarding the same in the Office of the Register of Deeds of Carteret County, North Carolina.

HOUSE PROPERTY – NOTICE OF DEFAULT

a) House Deed

BNCP is in violation and material default of, among other things, the following provisions of the House Deed:

Section 2 (Rehabilitation and Maintenance), and
Section 9 (Covenant to Obey Public Laws).

b) House Rehab Agreement

Section A(1)(a) [April 1, 2024] (Benchmarks for Rehabilitation),
Section A(1)(b) [December 31, 2024] (Benchmarks for Rehabilitation),
Section A(1)(c) [May 31, 2025] (Benchmarks for Rehabilitation),
Section B(2)(a) (Guidelines for Rehabilitation – Roof),
Section B(2)(b) (Guidelines for Rehabilitation – Masonry), and
Section B(2)(c) (Guidelines for Rehabilitation – Doors, Windows and Decorative Trim).

c) Injunctive Relief

In light of the foregoing violations and material defaults under the House Deed and the House Rehab Agreement, HPFNC is pursuing its various legal and equitable remedies, including, without limitation, seeking injunctive relief to prevent: i) further activities which may harm the interests of HPFNC as set forth in such documents, and ii) further damage to other legitimate historical and archaeological concerns. Towards that end, HPFNC has commenced legal action pursuant to Rule 3 of the North Carolina Rules of Civil Procedure against BNCP, as evidenced by the enclosed Application and Order Extending Time to File Complaint, Notice of Lis Pendens and Civil Summonses all filed in the Office of the Clerk of Superior Court of Carteret County, North Carolina, which are enclosed herewith for your convenience and delivered via Certified United States Mail (Return Receipt Requested) and Federal Express (Overnight Delivery) to ensure prompt and documented receipt.

d) Option to Purchase

Also in light of the foregoing violations and material defaults under the House Deed and the House Rehab Agreement, HPFNC hereby elects to exercise its option to repurchase the House Property pursuant to such documents. Without conceding that any notice or cure period is required, HPFNC is nevertheless allowing a ninety (90) day period from the date of this correspondence, time being of the essence, for the defaults to be fully cured. Cure shall require full and complete satisfaction of the applicable obligations within the stated period; partial performance, ongoing efforts, or promises of future compliance shall not constitute cure. If such defaults are timely and fully cured, HPFNC reserves the right, but shall not be obligated, to withdraw or modify such election. In the event such defaults are not fully cured within such period, HPFNC's exercise shall become fully operative and automatically enforceable upon expiration of the ninety (90) day period without the need for any further notice, demand, or action. Towards that end, HPFNC has the enclosed Notice of Exercise of Option to Purchase regarding the same in the Office of the Register of Deeds of Carteret County, North Carolina.

HPFNC reserves all rights and remedies available under the governing documents and applicable law, all of which are cumulative and may be exercised independently or concurrently. Nothing contained in this correspondence shall be deemed an election of remedies to the exclusion of any other rights or remedies available to HPFNC.

No delay, omission, or failure by HPFNC at any time to enforce any provision of the governing documents or to declare or act upon any default shall be deemed a waiver of such provision or default, nor shall it impair HPFNC's right to enforce the same or any other provision or default at any time thereafter. Acceptance, acknowledgment, or allowance of any partial performance, corrective action, or attempted compliance shall not constitute a cure of any default unless expressly confirmed in writing by HPFNC, nor shall any discussions, negotiations, inspections, communications, or other interactions be construed as acceptance of performance, waiver of any rights, or modification of the governing documents.

No modification, amendment, waiver, or extension of any provision of the governing documents shall be effective unless set forth in a written instrument expressly approved and signed by the parties in accordance with the requirements of the governing documents. No course of dealing, course of performance, prior conduct, or informal agreement shall be deemed to modify, amend, or waive any provision thereof.

No prior acceptance, tolerance, or allowance by HPFNC of delayed, partial, or nonconforming performance, if any, shall be deemed a waiver of strict compliance. HPFNC hereby provides clear notice that it will require strict adherence to all terms, conditions, deadlines, and obligations under the governing documents going forward.

HPFNC's election to exercise its rights, including without limitation its option to repurchase as described herein, is not conditional upon the expiration of any cure period, and the allowance of any cure period is provided without waiver of HPFNC's position that such rights are presently exercisable. To the extent any cure period applies, failure to fully cure within such period shall result in such exercise becoming fully operative and enforceable automatically without the necessity of any further notice, demand, or action.

Thank you, in advance, for your cooperation and immediate attention to this matter.

Sincerely,

DAVIS HARTMAN WRIGHT LLP

Mark S. Hartman

Mark S. Hartman

STATE OF NORTH CAROLINA	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION
CARTERET COUNTY	26M000024-150
The Historic Preservation Foundation of North Carolina, Inc. Plaintiff, v. Cedar Pollock Properties, LLC; Beaufort North Central Properties, LLC; and Dieuparc Place LLC	NOTICE OF LIS PENDENS

The Historic Preservation Foundation of North Carolina, Inc. ("Plaintiff") pursuant to the provisions of North Carolina General Statutes section 1-116(a)1, hereby gives Notice of Lis Pendens as follows:

1. This is an action affecting the title to real property located in Carteret County, North Carolina.

2. This action was commenced pursuant to Rule 3 of the North Carolina Rules of Civil Procedure, and is pending in the General Court of Justice, Superior Court division of Carteret County.

3. The parties to this action are The Historic Preservation Foundation of North Carolina, Inc. (Plaintiff) and Cedar Pollock Properties, LLC, Beaufort North Central Properties, LLC, and Dieuparc Place LLC (Defendants).

4. A description of the property to be affected by this Notice is as follows:

Electronically Filed Date: 2/12/2026 10:11 AM Carteret District Court County Clerk of Superior Court

A. That parcel of land described in **General Warranty Deed** recorded December 28, 2023 in **Book 1816, Page 362** in the Office of the Register of Deeds of Carteret County, North Carolina and

B. That parcel of land described in **General Warranty Deed** recorded December 28, 2023 in **Book 1816, Page 364** in the Office of the Register of Deeds of Carteret County, North Carolina.

WHEREFORE, the Plaintiff prays that the Court file and cross index this Notice pursuant to the provisions of section 1-117 of the North Carolina General Statutes; and that the Court grant to the Plaintiff such other and further relief as to the Court may seem just and proper.

This the 12th day of February, 2026.

/s/ Kenneth R. Keller
Kenneth R. Keller
NC Bar # 6238
Davis, Hartman & Wright
209 Pollock Street
New Bern, NC 28560
Direct: 336.510.9433
Cell: 336.707.8733
E-mail: ken.keller@dhwlegal.com

FOR REGISTRATION REGISTER OF DEEDS
Karen S. Hardesty
Carteret County, NC
February 12, 2026 8:11:32 AM
NOTICE # Pages: 2
Fee:$26.00 NC Revenue Stamp:$0.00
FILE # 1878002

1.

Prepared by and return to:

DAVIS HARTMAN WRIGHT LLP
Attn: Mark S. Hartman
209 Pollock Street
New Bern, North Carolina 28560

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

NOTICE OF EXERCISE OF OPTION TO PURCHASE

Notes to Registrar:

Please index under The Historic Preservation Foundation of North Carolina, Inc. and Beaufort North Central Properties, LLC, under both Grantor and Grantee Indexes

Please cross-index with instrument recorded in Book 1816, Page 364

THIS NOTICE OF EXERCISE OF OPTION TO PURCHASE (this "Notice") is hereby given this 11th day of February 2026 by **THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC.**, a North Carolina non-profit corporation ("HPFNC") with respect to certain property known as the Godette House (the "House Property") described in that certain General Warranty Deed recorded in Book 1816, Page 364 in the Office of the Register of Deeds of Carteret County, North Carolina (the "House Deed"). The House Deed incorporates by reference certain Protective Covenants for the Godette House (the "House Covenants"), including, without limitation, Section 15 thereof, which sets forth an option to purchase (the "House Option") in favor of HPFNC. HPFNC has provided written notice to **BEAUFORT NORTH CENTRAL PROPERTIES, LLC**, a North Carolina limited liability company ("BNCP"), the current record owner of the House Property, stating that it elects to exercise the House Option pursuant to the terms and conditions of the House Deed and the House Covenants.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Submitted electronically by "Davis Hartman Wright LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Carteret County Register of Deeds.

IN WITNESS WHEREOF, the foregoing Notice of Exercise of Option to Purchase has been executed by HPFNC, under seal, as of the day and year first above written.

HPFNC:

THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC., a North Carolina non-profit corporation
[SEAL]

By: _____ (SEAL)
Mark S. Hartman, Authorized Agent

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Sarah Jenkins, a Notary Public for the aforesaid county and state, do hereby certify that **MARK S. HARTMAN** personally appeared before me this day and acknowledged that he is Authorized Agent of **THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC.**, a North Carolina non-profit corporation, and that he signed the foregoing instrument on behalf of said corporation in the above-stated capacity by authority duly given.

This 11th day of February 2026.

[OFFICIAL STAMP/SEAL]

Sarah Jenkins
Notary Public

Commission Expires: 9-17-2029



FOR REGISTRATION REGISTER OF DEEDS
Karen S. Hardesty
Carteret County, NC
February 12, 2026 8:11:32 AM
NOTICE # Pages: 2
Fee:$26.00 NC Revenue Stamp:$0.00
FILE # 1878003

Prepared by and return to:

DAVIS HARTMAN WRIGHT LLP
Attn: Mark S. Hartman
209 Pollock Street
New Bern, North Carolina 28560

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

NOTICE OF EXERCISE OF OPTION TO PURCHASE

Notes to Registrar:

Please index under The Historic Preservation Foundation of North Carolina, Inc., Cedar Pollock Properties, LLC and Dieuparc Place LLC, under both Grantor and Grantee Indexes

Please cross-index with instruments recorded in Book 1816, Page 362 and Book 1870, Page 352

THIS NOTICE OF EXERCISE OF OPTION TO PURCHASE (this "Notice") is hereby given this 11th day of February 2026 by **THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC.**, a North Carolina non-profit corporation ("HPFNC") with respect to certain property known as the Godette Hotel (the "Hotel Property") described in that certain General Warranty Deed recorded in Book 1816, Page 362 in the Office of the Register of Deeds of Carteret County, North Carolina (the "Hotel Deed"). The Deed incorporates by reference certain Protective Covenants for the Godette Hotel (the "Hotel Covenants"), including, without limitation, Section 15 thereof, which sets forth an option to purchase (the "Hotel Option") in favor of HPFNC. HPFNC has provided written notice to **CEDAR POLLOCK PROPERTIES, LLC**, a North Carolina limited liability company ("CPP"), and **DIEUPARC PLACE LLC**, a North Carolina limited liability company ("DP"), the current record owners of the Hotel Property, stating that it elects to exercise the Hotel Option pursuant to the terms and conditions of the Hotel Deed and the Hotel Covenants.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Submitted electronically by "Davis Hartman Wright LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Carteret County Register of Deeds.

IN WITNESS WHEREOF, the foregoing Notice of Exercise of Option to Purchase has been executed by HPFNC, under seal, as of the day and year first above written.

HPFNC:

THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC., a North Carolina non-profit corporation
[SEAL]

By: _____ (SEAL)
Mark S. Hartman, Authorized Agent

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Sarah Jenkins, a Notary Public for the aforesaid county and state, do hereby certify that **MARK S. HARTMAN** personally appeared before me this day and acknowledged that he is Authorized Agent of **THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC.**, a North Carolina non-profit corporation, and that he signed the foregoing instrument on behalf of said corporation in the above-stated capacity by authority duly given.

This 11th day of February 2026.

[OFFICIAL STAMP/SEAL]

Sarah Jenkins
Notary Public

Commission Expires: 9/17/2029

SARAH JENKINS NOTARY PUBLIC NEW HANOVER COUNTY, NC My Commission Expires 09-17-2029

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

Board of Commissioners
Regular Meeting
6:00 PM Monday, March 9, 2026

AGENDA CATEGORY: Old Business

SUBJECT: UDO Project

BRIEF SUMMARY:

As requested by the Board, the Modules & Articles identified below (by our consultants White Smith Cousino) are sections of the UDO that can be addressed and are **NOT** associated with zoning/down zoning topics.

After reviewing the remaining sections, planning staff supports moving forward with Articles 5 (Subdivision – last Amended 2005) and Articles 6 (Flood Damage Prevention) and any other Articles the Commissioners would like to move forward with from the list below.

It is anticipated that Articles 5 and 6 alone will take several months to complete with other Articles needing additional time.

- **Module 2: Zoning Districts & Uses**
  - Article 1: Introduction (already underway)
  - Article 2: Zoning Districts- only the following:
    - Section 2.1, General Provisions
    - Section 2.6, Planned Districts
    - Section 2.8, Conditional Zoning Districts
  - Article 3: Use Regulations- only the following:
    - Section 3.1, General Provisions
    - Section 3.6, Temporary Uses & Structures
    - Section 3.7, Use-Specific Standards for Temporary Uses
    - Section 3.8, Telecommunication Towers
  - Article 10: Minimum Housing Standards (already underway)
- **Module 3: Development & Design Standards**
  - Section 4.1: Building Design (as to new development)

    - Section 4.2: Green Infrastructure (as to new development)
    - Section 4.3: Landscaping & Tree Preservation (as to new development)
    - Section 4.4: Lighting (as to new development)
    - Section 4.5: Mobility & Connectivity (as to new development)
    - Section 4.6: Open Space & Conservation Areas (as to new development)
    - Section 4.7: Parking & Driveways (as to new development)
    - Section 4.8: Signs (as to new development)
- **Module 4: Subdivision & Site Design**
    - Article 5: Subdivision Regulations
    - Article 6: Flood Damage Prevention
- **Module 5: Administration & Procedures**
    - Article 7: Administration & Procedures
    - Article 8: Nonconformities & Vested Rights
    - Article 9: Violations & Enforcement
    - Article 11: Rules of Interpretation & Measurement
        - All sections except 11.4, Rules of Measurement
    - Article 12: Definitions

REQUESTED ACTION:

- Discussion
- Decision on moving forward with Articles 5 and Articles 6 and any other Articles the Commissioners would like to move forward

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Kyle Garner, AICP

Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A

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Board of Commissioners
Regular Meeting
6:00 PM Monday, March 9, 2026

AGENDA CATEGORY: New Business

SUBJECT: Letter of Support for Climate Smart Communities Initiative (CSCI) Grant Application

BRIEF SUMMARY:

Beaufort and surrounding communities have often conferred with the North Carolina Coastal Federation on grant-funded initiatives. This "Climate Smart Communities Initiative" grant opportunity allows the Town of Beaufort to partner with the Coastal Federation and Rachel Carson Reserve to support long-term planning to manage the oceanfront Carrot Island and Bird Shoals.

Proposed Project: "Long-term Management Plan to Sustain the Resiliency of the Town of Beaufort from Sea Level Rise and Extreme Weather Events"
Project Description: The Town of Beaufort, in partnership with the North Carolina Coastal Federation, Rachel Carson Reserve and TetraTech, is seeking support to develop a 30- to 50-year resilience strategy to safeguard Carrot Island and Bird Shoals—natural assets that serve as the community's first line of defense against storms, sea-level rise, and shoreline erosion.

REQUESTED ACTION:

Presentation and discussion on grant application. Decision to provide letter of support.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Michelle Eitner, Town Planner

Todd Miller, Senior Advisor, NC Coastal Federation

BUDGET AMENDMENT REQUIRED: N/A

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March 9, 2026

Todd Miller
Senior Advisor
North Carolina Coastal Federation
3609 NC Highway 24 (Ocean)
Newport, North Carolina 28570

Re: Town of Beaufort Letter of Support — Long-term Management Plan to Sustain the Resiliency of the Town of Beaufort from Sea Level Rise and Extreme Weather Events

Dear Mr. Miller:

On behalf of the Town of Beaufort Board of Commissioners, I am pleased to offer this letter of strong support for the proposed *Long-term Management Plan to Sustain the Resiliency of the Town of Beaufort from Sea Level Rise and Extreme Weather Events*. The Town of Beaufort is proud to serve as an active partner in this effort alongside the North Carolina Coastal Federation, the Rachel Carson Estuarine Reserve, and the project's technical team that will be led by Tetra Tech.

Beaufort's identity, economy, and public safety are inseparable from the health of the Rachel Carson Reserve, Carrot Island, Bird Shoals, and the surrounding estuarine system. These natural features function as Beaufort's first line of defense against storm surge, wave energy, shoreline erosion, and the accelerating effects of sea-level rise. Changes in Beaufort Inlet and associated sediment dynamics are increasing exposure of these islands and shoals to erosion, placing both ecological resources and the Town's historic waterfront at growing risk.

This project represents an essential shift from reacting to coastal change toward proactively managing the natural infrastructure that protects our community. By evaluating sediment movement, shoreline trends, and future climate conditions, the partnership will develop a science-based strategy for beneficial use of sediment, habitat protection, and long-term stewardship actions that sustain these protective landscapes over the next 30 to 50 years.

Equally important, this effort will directly benefit Beaufort's underserved and historically under-resourced residents. Many year-round households in Beaufort rely on tourism, marine trades, commercial and recreational fisheries, and service-sector employment that can be disrupted by storms, flooding, and damage to waterfront infrastructure. A significant portion of our population lives on fixed or moderate incomes and has limited ability to absorb repeated recovery costs, rising insurance premiums, or property damage caused by increasingly frequent

Mayor Sharon Harker
Commissioner Melvin Cooper • Commissioner Paula Gillikin
Commissioner John LoPiccolo • Commissioner Dexter Matthews • Commissioner Sarah Spiegler
Town Manager Matt Zapp

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coastal hazards. By strengthening the natural systems that buffer storms and reduce flooding, this project helps protect not only property, but also jobs, public access, and essential services that sustain these families.

The planning process will intentionally engage all segments of the community—not only property owners most visible along the waterfront. Public workshops, listening sessions, and stakeholder meetings will be scheduled and structured to encourage participation by working families, retirees, watermen, small business owners, and communities that may not traditionally engage in coastal planning discussions. Local knowledge will help shape priorities so that resilience strategies reflect real community needs, including maintaining public access to the water, protecting fisheries habitat that supports livelihoods, and reducing disruptions to daily life during storm events.

In addition, the project will evaluate equitable funding and implementation approaches to ensure that resilience investments do not place disproportionate financial burdens on lower-income residents. By exploring models that align costs with the level of protection received and leveraging state, federal, and partnership funding, the Town aims to create solutions that are both financially sustainable and socially fair.

The Town's role in this partnership will include:

- Providing local leadership, coordination, and integration with municipal planning, infrastructure management, and public engagement efforts;
- Participating in the multi-agency working group to align resilience strategies with navigation, shoreline management, and community priorities;
- Assisting with inclusive outreach to ensure that underserved populations have meaningful opportunities to inform decisions; and
- Supporting development of governance, financing, and implementation pathways that enable sustained, equitable resilience investments.

The Town of Beaufort has a long history of collaboration with the North Carolina Coastal Federation and state and federal partners on watershed planning, living shoreline projects, and habitat conservation. This proposal builds on that foundation to create a coordinated, forward-looking framework that ensures future dredging, restoration, and shoreline management actions reinforce—rather than undermine—the natural systems that safeguard our community.

The Town of Beaufort Board of Commissioners fully supports this application and is committed to continuing its partnership in developing and implementing this long-term resilience strategy. We believe this effort will serve as a model for how coastal communities can work with natural

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systems to adapt to changing conditions while preserving the character, economy, and environmental values that define them for all residents.

Thank you for your leadership and continued collaboration.

Sincerely,

Sharon Harker
Mayor, Town of Beaufort

Town of Beaufort, NC
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Board of Commissioners
Regular Meeting
6:00 PM Monday, March 9, 2026

AGENDA CATEGORY: New Business

SUBJECT: Case # 26-04 Final Plat - Beau Coast Phase 4

BRIEF SUMMARY:

The applicant wishes to subdivide a 23.009-acre tract into 36 Single-Family Residential Lots. In addition to Planning Staff the applicants Engineer will also be available to answer questions.

The applicant has chosen to request to bond the infrastructure improvement and has submitted cost estimates for the complete cost of improvements totaling **$461,411.11** (See estimated cost of improvement sheet from engineer).

At their February 6th meeting the Planning Board unanimously recommended approval of the request.

REQUESTED ACTION:

Decision on Final Plat

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP

Planning & Inspections Director

BUDGET AMENDMENT REQUIRED: N/A

STAFF REPORT

To: Honorable Mayor & Board of Commissioners

From: Kyle Garner, AICP, Town Planner

Date: February 17, 2026

Case No. 26-04 Beau Coast - Final Plat Phase 4

THE QUESTION: Subdivide a 23.009-acre tract into 36 Single-Family Residential Lots.

BACKGROUND: **The** preliminary plat for this area was approved in December 2022 for installation of infrastructure improvements.

Location:	Beau Coast Subdivision
Owners:	Blue Treasure, LLC
Requested Action:	Subdivide a 23.009 Acre Tract into 36 Lots
Existing Zoning	PUD
Size:	23.009 acres
Amount of Open Space:	6.610 Acres
Existing Land Use:	Undeveloped

SPECIAL INFORMATION: As part of the Final Plat process the infrastructure can be either installed or bonded through a financial guarantee process to ensure completion of the project. The applicant has chosen to request to bond the infrastructure improvement and has submitted cost estimates for the complete cost of improvements totaling **$461,411.11** (See estimated cost of improvement sheet from engineer).

At their February 6th meeting the Planning Board unanimously recommended approval of the request.

Public Utilities:

Water:	Town Of Beaufort
Sanitary Sewer:	Town Of Beaufort

OPTIONS:

1. Recommend approval of the Final Plat for Beau Coast – Phase 4.
2. Deny the request

Attachments:

- Attachment A - Vicinity Map
- Attachment B - Final Plat for Beau Coast – Phase 4
- Attachment C - Bond Estimates
- Attachment D – Draft Covenants

Case #26-04 Vicinity Map - Final Plat - Beau Coast Phase 4



BEAU COAST PHASE 4 SUBDIVISION

GENERAL NOTES

1. AREAS COMPUTED BY COORDINATE METHOD.
2. BASIS OF BEARING NAD 83(1986).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. SEE SYMBOL LEGEND FOR PROPERTY CORNER DESIGNATIONS.
5. A PORTION OF THE SUBJECT PROPERTY IS LOCATED IN SPECIAL FLOOD HAZARD AREA (ZONE AE) ACCORDING TO NORTH CAROLINA FLOOD INSURANCE RATE MAP # 3720731600J, PANEL 7316, EFFECTIVE DATE: 7-16-2003
6. 404 WETLANDS SHOWN HEREON WERE DELINEATED BY LAND MANAGEMENT GROUP. WETLAND DELINEATION AND JURISDICTIONAL STATUS APPROVED BY USACE JURISDICTIONAL DETERMINATION (SAW-2016-00147) DATED 9/9/2022

   CAMA WETLAND LINE (COASTAL WETLANDS) AND NORMAL HIGH WATER LINE DELINEATED BY DAVEY RESOURCE GROUP PROVIDED EXHIBIT, DATED JUNE 23, 2022.

   CAMA COASTAL WETLANDS AND NORMAL HIGH WATER FIELD VERIFIED BY CURTIS WEYCHERT WITH NC DIVISION OF COASTAL MANAGEMENT ON 6/8/2022

   CAMA WETLAND LINE (COASTAL WETLANDS) AND NORMAL HIGH WATER LINE SHOWN HERON WAS FIELD LOCATED BY WITHERSRAVENEL IN JULY 2022
7. THE TOWN OF BEAUFORT SHOULD BE CONTACTED TO VERIFY BUILDING SETBACKS AND OTHER DEVELOPMENTAL RESTRICTIONS.
8. SURVEY FIELD WORK COMPLETED ON: JULY 2022
   NEW IRONS SET FEBRUARY 2024.
9. NCGS MONUMENT WAS NOT FOUND WITHIN 2000' OF THE SITE.
10. IRON PIPES NOT SET ALONG THE NORMAL HIGH WATER LINE EXCEPT AT INTERSECTING PROPERTY LINES.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF BEAUFORT AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISHED MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWER, STORM SEWER AND WATER LINES TO THE TOWN OF BEAUFORT.

BLUE TREASURE LLC

BY: _____

NAME: _____
DATE

TITLE: MANAGER

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

THE BEAUFORT PLANNING BOARD HEREBY APPROVES THE FINAL PLAT FOR THE

_____ SUBDIVISION.

_____
CHAIRMAN, BEAUFORT PLANNING BOARD DATE

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE TOWN OF BEAUFORT SPECIFICATIONS AND STANDARDS IN THE _____ SUBDIVISION OR THAT GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT AND MANNER SATISFACTORY TO THE TOWN OF BEAUFORT HAVE BEEN RECEIVED AND THAT FILLING FEE FOR THIS PLAT, IN THE AMOUNT OF $_____ HAS BEEN PAID.

_____
TOWN MANAGER DATE

REGISTER OF DEEDS

FILED FOR REGISTRATION AT _____, O'CLOCK ON THE _____ DAY OF _____, 2025

RECORDED IN MAP BOOK _____ PAGE _____

_____
REGISTER OF DEEDS CARTERET COUNTY DATE

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR BEAUFORT, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN APPROVED BY THE BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF CARTERET COUNTY.

_____
DATE TOWN CLERK, BEAUFORT

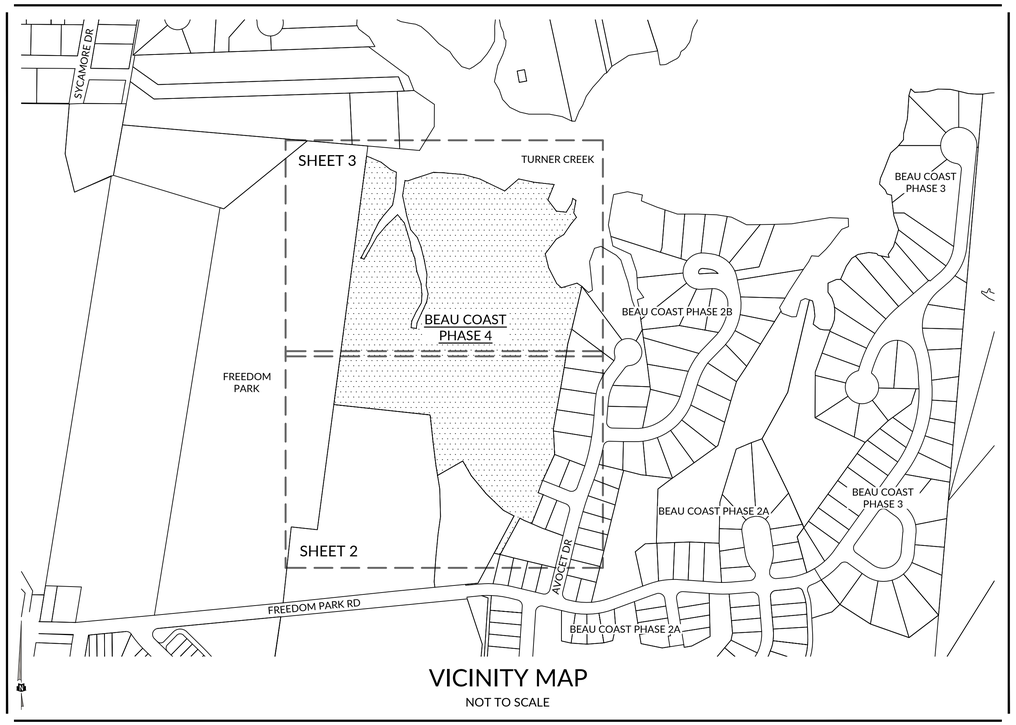
REVIEW OFFICER CERTIFICATE

I _____ REVIEW OFFICER OF CARTERET COUNTY, CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

_____
REVIEW OFFICER

_____
DATE

NORTH CAROLINA
CARTERET COUNTY



VICINITY MAP

NOT TO SCALE

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	231.50'	110.54'	109.49'	N 54°38'42" W
C2	231.50'	114.93'	113.76'	N 26°44'34" W
C3	231.50'	106.78'	105.83'	N 00°41'37" E
C4	231.50'	27.46'	27.45'	N 17°18'19" E
C5	503.50'	80.98'	80.89'	N 16°05'46" E
C6	503.50'	27.11'	27.11'	N 09°56'46" E
C7	428.50'	27.53'	27.52'	N 06°33'47" E
C8	428.50'	57.33'	57.29'	N 00°53'25" E
C9	428.50'	66.85'	66.78'	N 07°24'44" W
C10	428.50'	75.14'	75.05'	N 16°54'18" W
C11	428.50'	77.55'	77.45'	N 27°06'49" W
C12	428.50'	73.24'	73.15'	N 37°11'44" W
C13	428.50'	64.22'	64.16'	N 46°23'08" W
C14	74.18'	7.44'	7.44'	N 52°33'43" W
C15	74.18'	57.10'	55.70'	N 77°29'11" W
C16	74.18'	49.27'	48.37'	S 61°26'08" W
C17	74.18'	59.15'	57.60'	S 19°33'53" W
C18	74.18'	58.96'	57.42'	S 26°03'01" E
C19	74.18'	41.41'	40.88'	S 64°48'57" E
C20	181.50'	18.53'	18.52'	S 80°28'09" E
C21	181.50'	125.91'	123.40'	S 57°40'16" E
C22	181.50'	97.72'	96.55'	S 22°22'23" E
C23	373.50'	59.46'	59.40'	S 02°06'20" E
C24	373.50'	38.78'	38.76'	S 05°25'46" W
C25	25.00'	39.57'	35.57'	S 53°44'55" W
C26	25.00'	22.65'	21.88'	N 49°40'58" W
C27	57.50'	68.34'	64.39'	N 57°46'47" W
C28	57.50'	25.69'	25.48'	S 75°22'08" W
C29	57.50'	44.01'	42.94'	S 40°38'28" W
C30	57.50'	49.53'	48.01'	S 05°57'48" E
C31	57.50'	43.66'	42.62'	S 52°23'30" E
C32	57.50'	50.43'	48.82'	N 80°44'13" E
C33	25.00'	19.96'	19.43'	N 78°29'18" E
C34	25.00'	42.15'	37.33'	S 30°20'14" E
C35	448.50'	21.44'	21.44'	S 19°20'20" W
C36	286.50'	13.00'	13.00'	S 19°24'12" W
C37	286.50'	62.20'	62.08'	S 11°53'00" W
C38	286.50'	57.19'	57.09'	S 00°03'16" E
C39	286.50'	57.19'	57.09'	S 11°29'29" E
C40	286.50'	57.19'	57.09'	S 22°55'40" E
C41	286.50'	57.19'	57.09'	S 34°21'51" E
C42	286.50'	58.16'	58.06'	S 45°53'54" E
C43	286.50'	56.49'	56.40'	S 57°21'48" E
C44	286.50'	26.56'	26.55'	S 65°49'05" E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 49°12'36" E	14.71'
L2	S 65°31'34" E	40.49'
L3	S 42°31'31" E	39.00'
L4	S 10°01'04" W	52.53'
L5	S 39°08'12" W	26.11'
L6	S 30°49'34" W	42.57'
L7	S 40°53'58" E	35.19'
L8	N 37°59'36" E	31.70'
L9	N 32°04'12" E	49.34'
L10	N 67°13'24" E	34.31'
L11	S 77°33'44" E	16.73'
L12	S 42°24'51" E	26.01'
L13	S 06°13'32" E	36.62'
L14	S 19°10'41" E	29.54'
L15	S 10°57'05" E	41.00'
L16	S 23°09'19" E	46.05'
L17	S 15°35'36" E	27.36'
L18	S 07°20'02" E	42.42'
L19	S 04°01'45" E	41.09'
L20	S 16°00'05" E	37.44'
L21	S 37°07'59" W	38.68'
L22	S 17°20'03" W	27.43'
L23	S 01°34'00" E	32.01'
L24	N 84°00'47" E	10.44'
L25	S 11°07'08" W	13.05'
L26	S 87°35'59" W	15.08'
L27	S 52°14'09" W	12.30'
L28	S 31°53'07" W	29.48'
L29	S 74°28'17" W	26.37'
L30	S 55°36'11" W	42.06'
L31	S 79°02'19" W	38.33'
L32	S 24°21'52" E	29.01'
L33	N 70°35'30" E	36.55'
L34	S 89°06'29" E	25.87'
L35	S 20°48'20" E	47.81'
L36	S 31°09'25" E	36.83'
L37	N 74°54'43" E	31.37'
L38	N 16°39'17" W	32.56'
L39	N 10°32'11" W	32.65'
L40	N 14°51'18" E	29.19'
L41	N 59°42'04" E	33.04'
L42	N 44°53'21" E	15.96'
L43	N 12°36'27" E	29.36'
L44	N 79°24'53" W	23.37'
L45	N 03°18'54" W	15.74'
L46	N 75°14'38" E	9.46'
L47	N 19°58'03" E	40.05'
L48	N 03°29'17" W	36.37'
L49	N 31°33'39" E	28.38'
L50	N 14°24'56" W	38.23'
L51	N 17°02'17" W	37.24'
L52	N 33°57'50" W	36.02'
L53	N 18°52'19" W	44.66'
L54	N 09°17'04" W	46.62'
L55	N 10°17'49" W	42.55'
L56	N 03°00'53" E	45.81'
L57	N 38°53'03" E	48.33'
L58	S 00°26'32" W	52.03'
L59	S 32°02'36" E	34.42'
L60	N 74°12'31" E	23.87'
L61	N 27°05'45" E	31.16'
L62	S 20°25'02" W	55.01'
L63	S 68°19'27" E	23.14'
L64	N 66°59'34" W	36.34'
L65	N 61°44'22" W	18.30'
L66	N 76°42'59" W	27.27'
L67	N 61°44'22" W	51.40'
L68	N 09°11'07" W	44.81'
L69	N 15°34'03" W	6.55'
L70	N 68°19'27" W	8.35'
L71	S 68°19'27" E	9.56'
L72	S 61°44'22" E	26.34'
L73	N 29°36'11" W	39.74'
L74	N 03°19'49" E	60.89'
L75	N 25°45'17" W	45.57'
L76	N 25°45'17" W	37.38'

BEAU COAST SUBDIVISION PHASE 4 SITE DATA

OWNER: BLUE TREASURE LLC
MAILING ADDRESS: PO BOX 3557, CARY NC 27519
DEED REFERENCE: DB 1765 PG 493
PLAT REFERENCE: PB 34 PG 837
CARTERET COUNTY PIN: 731605005458000
TOWN OF BEAUFORT ZONING: PUD
WATERSHED: WHITE OAK RIVER BASIN

TOTAL RESIDENTIAL (SINGLE FAMILY) LOTS: 36

TOTAL LOT ACREAGE: 14.248 ACRES
AVERAGE LOT SIZE: 17,240 SQUARE FEET
DENSITY: 1.56 UNITS/ACRE
OPEN SPACE ACREAGE: 6.610 ACRES
DEDICATED PUBLIC RIGHT OF WAY: 2.241 ACRES

TOTAL PHASE 4 ACREAGE: 23.099 ACRES

SETBACKS

60' WIDE (OPTION 1)	60' WIDE (OPTION 2)
25' FRONT	5' FRONT
5' SIDE	5' SIDE
15' REAR	5' REAR

LEGEND (UNLESS OTHERWISE NOTED)

ADJOINING LINE	
BOUNDARY LINE	
30' CAMA SETBACK	
CAMA 75' AEC	
EXISTING EASEMENT	
FLOODWAY	
R/W	
PUBLIC DRAINAGE EASEMENT	
PUBLIC UTILITY EASEMENT	
7.5' UTILITYEASEMENT	
STREAM	
AREA OF CONCERN	AEC
CALCULATED POINT	●
COASTAL AREA MANAGEMENT ACT	CAMA
IRON PIPE FOUND	○
IRON PIPE SET	●
LOT NUMBER	ⓟ
REBAR FOUND	RBF ○
RIGHT OF WAY	R/W
STORMWATER CONTROL MEASURE	SCM
SQUARE FEET	SF
COASTAL WETLANDS	
404 WETLANDS	

SURVEYOR'S CERTIFICATE

I, RUDOLF A. VANDERVELDE, JR. , PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:20,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL.

I ALSO CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

THIS ## DAY OF XXXXXXXX A.D., XXXX .

_____
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER, L- 5146

NORTH CAROLINA
PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES, OR SALES
VANDERVELDE

SUBDIVISION MAP OF
BEAU COAST - PHASE 4

PROPERTY OF
BLUE TREASURE LLC

BEAUFORT TOWNSHIP | CARTERET COUNTY | NORTH CAROLINA
PIN: 731605005458000
ZONING: PUD

WR Job No.:	02080976.00
DATE:	11/18/2025
SURVEYED BY:	RJ
DRAWN BY:	MDF
CHECK & CLOSURE BY:	RAV

NOT TO SCALE

SHEET: 1 OF 3

WithersRavenel
115 MacKenan Drive | Cary, NC 27511
License #: F-1479 | t: 919.469.3340 | www.withersravenel.com

K:\08\08.09\TN\08097A-Beaufort East Village Ph 1\Survey\CAD_Drawings\Beau Coast Ph 4 Subdivision.dwg, Monday, January 5, 2026 11:03:38 AM, MERKITE

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	231.50'	110.54'	109.49'	N 54°38'42" W
C2	231.50'	114.93'	113.76'	N 26°44'34" W
C3	231.50'	106.78'	105.83'	N 00°41'37" E
C4	231.50'	27.46'	27.45'	N 17°18'19" E
C5	503.50'	80.98'	80.89'	N 16°05'46" E
C6	503.50'	27.11'	27.11'	N 09°56'46" E
C7	428.50'	27.53'	27.52'	N 06°33'47" E
C8	428.50'	57.33'	57.29'	N 00°53'23" E
C9	428.50'	66.85'	66.78'	N 07°24'44" W
C10	428.50'	75.14'	75.05'	N 16°54'18" W
C11	428.50'	77.55'	77.45'	N 27°06'49" W
C12	428.50'	73.24'	73.15'	N 37°11'44" W
C13	428.50'	64.22'	64.16'	N 46°23'08" W
C14	74.18'	7.44'	7.44'	N 52°33'43" W
C15	74.18'	57.10'	55.70'	N 77°29'11" W
C16	74.18'	49.27'	48.37'	S 61°26'08" W
C17	74.18'	59.15'	57.60'	S 19°33'53" W
C18	74.18'	58.96'	57.42'	S 26°03'01" E
C19	74.18'	41.41'	40.88'	S 64°48'57" E
C20	181.50'	18.53'	18.52'	S 80°28'09" E
C21	181.50'	125.91'	123.40'	S 57°40'16" E
C22	181.50'	97.72'	96.55'	S 22°22'23" E
C23	373.50'	59.46'	59.40'	S 02°06'20" E
C24	373.50'	38.78'	38.76'	S 05°25'46" W
C25	25.00'	39.57'	35.57'	S 53°44'55" W
C26	25.00'	22.65'	21.88'	N 49°40'58" W
C27	57.50'	68.34'	64.39'	N 57°46'47" W
C28	57.50'	25.69'	25.48'	S 75°22'08" W
C29	57.50'	44.01'	42.94'	S 40°38'28" W
C30	57.50'	49.53'	48.01'	S 05°57'48" E
C31	57.50'	43.66'	42.62'	S 52°23'30" E
C32	57.50'	50.42'	48.82'	N 80°44'13" E
C33	25.00'	19.96'	19.43'	N 78°29'18" E
C34	25.00'	42.15'	37.33'	S 30°20'14" E
C35	448.50'	21.44'	21.44'	S 19°20'03" W
C36	286.50'	13.00'	13.00'	S 19°24'12" W
C37	286.50'	62.20'	62.08'	S 11°53'00" W
C38	286.50'	57.19'	57.09'	S 00°03'16" E
C39	286.50'	57.19'	57.09'	S 11°29'29" E
C40	286.50'	57.19'	57.09'	S 22°55'40" E
C41	286.50'	57.19'	57.09'	S 34°21'51" E
C42	286.50'	58.16'	58.06'	S 45°53'54" E
C43	286.50'	56.49'	56.40'	S 57°21'48" E
C44	286.50'	26.56'	26.55'	S 65°40'05" E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 49°12'36" E	14.71'
L2	S 65°31'34" E	40.49'
L3	S 42°31'31" E	30.00'
L4	S 10°01'04" W	52.53'
L5	S 39°08'12" W	26.11'
L6	S 30°49'34" W	42.57'
L7	S 40°55'58" E	35.19'
L8	N 37°59'36" E	31.70'
L9	N 32°04'12" E	49.34'
L10	N 67°13'24" E	34.31'
L11	S 77°33'44" E	16.73'
L12	S 42°24'51" E	26.01'
L13	S 06°13'32" E	36.62'
L14	S 19°10'41" E	29.54'
L15	S 10°57'05" E	41.00'
L16	S 23°09'19" E	46.05'
L17	S 15°35'36" E	27.36'
L18	S 07°20'02" E	42.42'
L19	S 04°01'45" E	41.09'
L20	S 16°00'05" E	37.44'
L21	S 37°07'50" W	38.68'
L22	S 17°20'03" W	27.63'
L23	S 01°34'00" E	32.01'
L24	N 84°00'47" E	10.44'
L25	S 11°07'08" W	13.05'
L26	S 87°35'59" W	15.08'
L27	S 52°14'09" W	12.30'
L28	S 31°53'07" W	29.48'
L29	S 74°28'17" W	26.37'
L30	S 55°36'11" W	42.06'
L31	S 79°02'19" W	38.33'
L32	S 24°21'52" E	29.01'
L33	N 70°35'30" E	36.55'
L34	S 89°06'29" E	25.87'
L35	S 20°48'20" E	47.81'
L36	S 31°09'25" E	36.83'
L37	N 74°54'43" E	31.37'
L38	N 16°39'17" W	32.56'
L39	N 10°32'11" W	32.65'
L40	N 14°51'18" E	29.19'
L41	N 59°42'04" E	33.04'
L42	N 44°53'21" E	15.96'
L43	N 12°36'27" E	29.36'
L44	N 79°24'53" W	23.37'
L45	N 03°18'54" W	15.74'
L46	N 75°14'38" E	9.46'
L47	N 19°58'03" E	40.05'
L48	N 03°29'17" W	36.37'
L49	N 31°33'39" E	28.38'
L50	N 14°24'56" W	38.23'
L51	N 17°02'17" W	37.24'
L52	N 33°57'56" W	36.02'
L53	N 18°32'19" W	44.66'
L54	N 09°17'04" W	46.62'
L55	N 10°17'49" W	42.55'
L56	N 03°00'53" E	45.81'
L57	N 38°53'03" E	48.33'
L58	S 00°26'32" W	52.03'
L59	S 32°02'36" E	34.42'
L60	N 74°13'31" E	23.87'
L61	N 27°05'45" E	31.16'
L62	S 20°25'02" W	55.01'
L63	S 68°19'27" E	23.14'
L64	N 66°59'34" W	36.34'
L65	N 61°44'22" W	18.30'
L66	N 76°42'59" W	27.27'
L67	N 61°44'22" W	51.40'
L68	N 09°11'07" W	44.81'
L69	N 15°34'03" W	6.55'
L70	N 68°19'27" W	8.35'
L71	S 68°19'27" E	9.56'
L72	S 61°44'22" E	26.34'
L73	N 29°36'11" W	39.74'
L74	N 03°19'49" E	60.89'
L75	N 25°45'17" W	45.57'
L76	N 25°45'17" W	37.38'

LEGEND (UNLESS OTHERWISE NOTED)

ADJOINING LINE	
BOUNDARY LINE	
30' CAMA SETBACK	
CAMA 75' AEC	
EXISTING EASEMENT	
FLOODWAY	
R/W	
PUBLIC DRAINAGE EASEMENT	
PUBLIC UTILITY EASEMENT	
7.5' UTILITYEASEMENT	
STREAM	
AREA OF CONCERN	AEC
CALCULATED POINT	
COASTAL AREA MANAGEMENT ACT	CAMA
IRON PIPE FOUND	
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LOT NUMBER	
REBAR FOUND	RBF
RIGHT OF WAY	R/W
STORMWATER CONTROL MEASURE	SCM
SQUARE FEET	SF
COASTAL WETLANDS	
404 WETLANDS	

NCGS "BEAUFORT"
NAD 83 (1986)
NC GRID COORDINATES
N=365,991.92
E=2,704,306.59
CSF=0.99991334

S 47°44'04" E 7078.26' (GRID)
S 47°44'04" E 7,076.89' (GROUND)

CARTERET COUNTY
DB 363 PG 146
PIN: 730620911275000

CONTROL CORNER
NC GRID COORDS
NAD 83 (1986)
N: 361,232.64
E: 2,709,543.29

N 83°52'49" W 404.86'

TURNER CREEK

TOWN OF BEAUFORT
DB 438 PG 202
MB 31 PG 442
PIN: 730620906772

TOWN OF BEAUFORT
TRACT 2A
MB 32 PG 458
DB 1256 PG 198
PIN: 731617000613

0.421 ACRES

221 — 18,503 SF, 0.425 ACRES
220 — 12,586 SF, 0.289 ACRES
219 — 13,540 SF, 0.311 ACRES
218 — 12,039 SF, 0.276 ACRES
217 — 11,493 SF, 0.264 ACRES
216 — 13,691 SF, 0.314 ACRES
215 — 13,808 SF, 0.317 ACRES
214 — 11,221 SF, 0.258 ACRES
213 — 9,791 SF, 0.225 ACRES
212 — 8,944 SF, 0.205 ACRES
211 — 8,502 SF, 0.195 ACRES
210 — 9,004 SF, 0.207 ACRES
209 — 8,325 SF, 0.191 ACRES
223 — 13,342 SF, 0.306 ACRES
224 — 13,960 SF, 0.320 ACRES
238 — 15,763 SF, 0.362 ACRES
239 — 15,545 SF, 0.357 ACRES
240 — 15,863 SF, 0.364 ACRES
241 — 17,223 SF, 0.395 ACRES
242 — 13,778 SF, 0.316 ACRES
243 — 14,027 SF, 0.322 ACRES
244 — 11,984 SF, 0.275 ACRES
14,576 SF, 0.335 ACRES

BROWN PELICAN WAY
55' PUBLIC R/W
HEREBY DEDICATED

AVOCET DRIVE
55' PUBLIC R/W
MB 34 PG 32

BEAU COAST
PHASE 2B
MB 34 PG 43

BEAU COAST
PHASE 2A
MB 33 PG 851

OPEN SPACE 2
0.460 AC
0.100 ACRES

7.5' UTILITY EASEMENT

20' PUBLIC UTILITY EASEMENT

EXISTING 20' PUBLIC UTILITY EASEMENT MB 34 PG 43

20' PUBLIC DRAINAGE EASEMENT

NC GRID NORTH NAD 83 (1986)

PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES, OR SALES
T. H. CARD
J. VANDERVEEN

SUBDIVISION MAP OF
BEAU COAST - PHASE 4

PROPERTY OF
BLUE TREASURE LLC

BEAUFORT TOWNSHIP | CARTERET COUNTY | NORTH CAROLINA
PIN: 731605005458000
ZONING: PUD

WR Job No.:	02080976.00
DATE:	11/18/2025
SURVEYED BY:	RJ
DRAWN BY:	MDF
CHECK & CLOSURE BY:	RAV

SCALE: 1 inch = 50 ft.

SHEET: 2 OF 3

WithersRavenel
115 MacKenan Drive | Cary, NC 27511
License #: F-1479 | t: 919.469.3340 | www.withersravenel.com

K:\08\08-09\70\08970 Beaufort East Village Ph 1\Survey\CAD\...\Drawings\Base Cover Ph 4 Subdivision.dwg, Monday, January 5, 2026 11:03:38 AM, MFEKETE

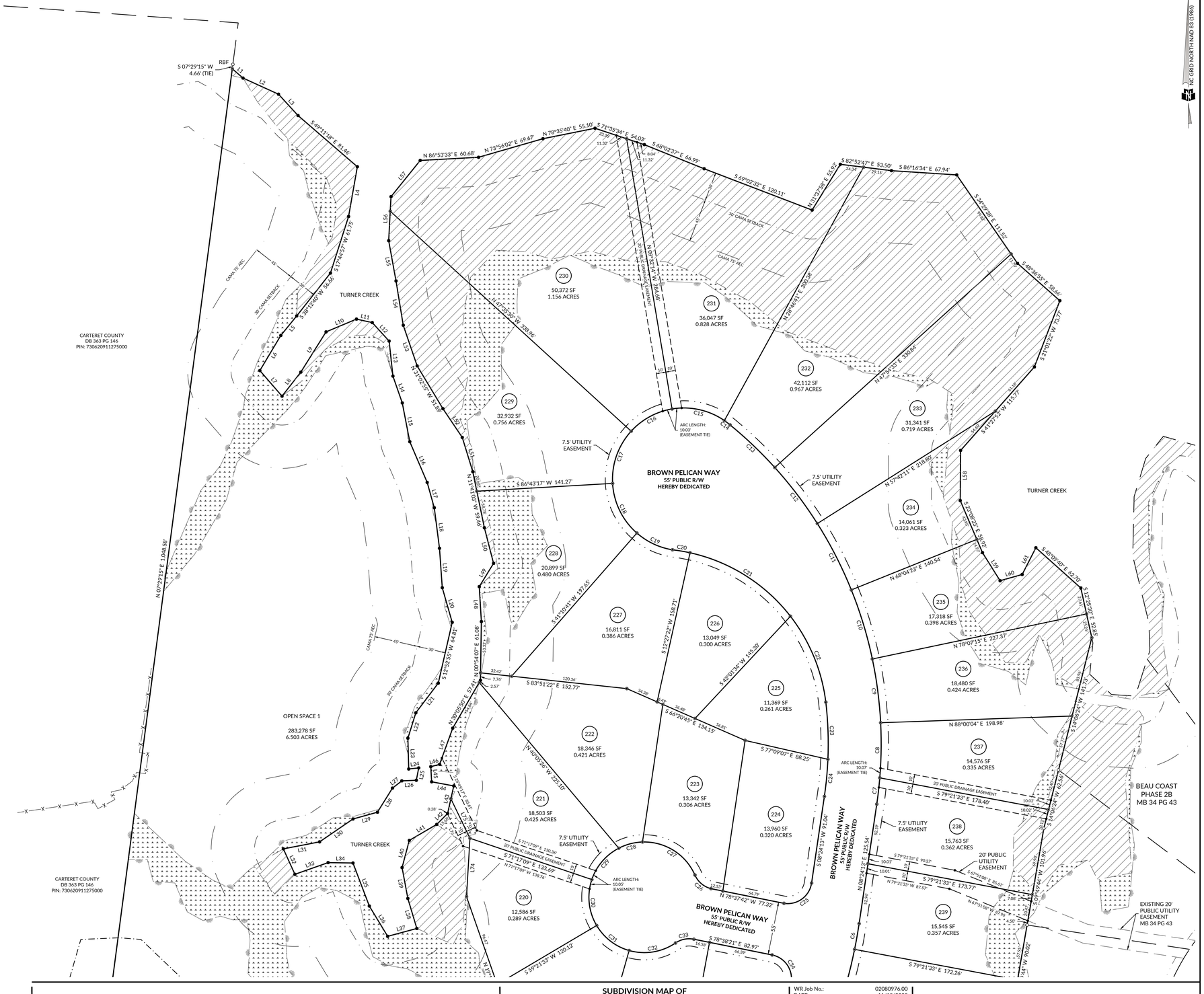
NC GRID NORTH NAD 83 (1986)

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	231.50'	110.54'	109.49'	N 54°38'42" W
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C25	25.00'	39.57'	35.57'	S 53°44'55" W
C26	25.00'	22.65'	21.88'	N 49°40'58" W
C27	57.50'	68.34'	64.39'	N 57°46'47" W
C28	57.50'	25.69'	25.48'	S 75°22'08" W
C29	57.50'	44.01'	42.94'	S 40°38'28" W
C30	57.50'	49.53'	48.01'	S 05°57'48" E
C31	57.50'	43.66'	42.62'	S 52°23'30" E
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C39	286.50'	57.19'	57.09'	S 11°29'29" E
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C43	286.50'	56.49'	56.40'	S 57°21'48" E
C44	286.50'	26.56'	26.55'	S 65°40'05" E

LINE TABLE		
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L7	S 40°53'58" E	35.19'
L8	N 37°59'36" E	31.70'
L9	N 32°04'12" E	49.34'
L10	N 67°13'24" E	34.31'
L11	S 77°33'44" E	16.73'
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L18	S 07°29'02" E	42.42'
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L40	N 14°51'18" E	29.19'
L41	N 59°43'04" E	33.04'
L42	N 44°53'21" E	15.96'
L43	N 12°36'27" E	29.36'
L44	N 79°24'53" W	23.37'
L45	N 03°18'54" W	15.74'
L46	N 75°14'38" E	9.46'
L47	N 19°58'03" E	40.05'
L48	N 03°29'17" W	36.37'
L49	N 31°33'39" E	28.38'
L50	N 14°24'56" W	38.23'
L51	N 17°02'17" W	37.24'
L52	N 33°57'50" W	36.02'
L53	N 18°52'19" W	44.66'
L54	N 09°17'04" W	46.62'
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L56	N 03°00'53" E	45.81'
L57	N 38°53'03" E	48.33'
L58	S 00°26'32" W	52.03'
L59	S 32°02'36" E	34.42'
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L61	N 27°05'45" E	31.16'
L62	S 20°23'02" W	55.01'
L63	S 68°19'27" E	23.14'
L64	N 66°59'34" W	36.34'
L65	N 61°44'22" W	18.30'
L66	N 76°42'59" W	27.27'
L67	N 61°44'22" W	51.40'
L68	N 09°11'07" W	44.81'
L69	N 15°34'03" W	6.55'
L70	N 68°19'27" W	8.35'
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L76	N 25°45'17" W	37.38'

LEGEND (UNLESS OTHERWISE NOTED)

ADJOINING LINE	
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30' CAMA SETBACK	
CAMA 75' AEC	
EXISTING EASEMENT	
FLOODWAY	
R/W	
PUBLIC DRAINAGE EASEMENT	
PUBLIC UTILITY EASEMENT	
7.5' UTILITYEASEMENT	
STREAM	
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CALCULATED POINT	●
COASTAL AREA MANAGEMENT ACT	CAMA
IRON PIPE FOUND	○
IRON PIPE SET	●
LOT NUMBER	(#)
REBAR FOUND	RBF ○
RIGHT OF WAY	R/W
STORMWATER CONTROL MEASURE	SCM
SQUARE FEET	SF
COASTAL WETLANDS	
404 WETLANDS	



K:\BKDB-09\2020\09074-Beaufort East Village Ph 1\Survey\CAD\...\Drawings\Beau Coast Ph 4 Subdivision.dwg, Monday, January 5, 2026 11:32:28 AM, MITEKITE

PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES, OR SALES
T.H. CARD
VANDERVEER

SUBDIVISION MAP OF
BEAU COAST - PHASE 4

PROPERTY OF
BLUE TREASURE LLC

BEAUFORT TOWNSHIP | CARTERET COUNTY | NORTH CAROLINA
PIN: 7316050054580000
ZONING: PUD

WR Job No.:	02080976.00
DATE:	11/18/2025
SURVEYED BY:	RJ
DRAWN BY:	MDF
CHECK & CLOSURE BY:	RAV

0 25 50
SCALE: 1 inch = 50 ft.

SHEET: 3 OF 3

WithersRavenel
115 MacKenan Drive | Cary, NC 27511
License #: F-1479 | t: 919.469.3340 | www.withersravenel.com

Docusign Envelope ID: 98C98644-3E55-4CF0-BEE1-CB231206F650

BOND ESTIMATE

Town of Beaufort
701 Front Street
Beaufort, NC 28516
(252) 728-2141
www.beafortnc.org

PROJECT NAME:	Beau Coast Phase 4
OWNER:	Blue Treasure, LLC
ENGINEER:	Joe Boyd, PE
ENGINEER PHONE NO.:	910-256-9277
ENGINEER EMAIL:	jboyd@withersravenel.com
DATE:	11/18/2025

UNLESS OTHERWISE SPECIFIED ALL BONDS ARE FOR THE BODY OF THE PLAT

SIGNATURE AND SEAL OF SUBMITTING ENGINEER

NORTH CAROLINA PROFESSIONAL SEAL 39113 ENGINEER JOSEPH S. BOYD

I, Joe Boyd, P.E. a Registered Licensed Professional, do hereby vertify that I have personally supervised the measurement thereof and that the quantities expressed herein represent an accurate measurement of the work to be completed on this project. This bond estimate covers all the infrastructure improvements on the project referenced above.

Please sign below

DocuSigned by:
Joseph Boyd
EEA7107411AC44D...

STREET PAVEMENT	LINEAR FEET:	WIDTH:	UNIT COST (Dollars/SY)	TOTAL:
Final Asphalt Surface Course	1775	22	$ 11.00	$ 47,727.78
Initial Asphalt Suface Course	1775	22	$ 10.50	$ 45,558.33
Asphalt Intermediate Course				$ -
Asphalt Base Course				$ -
Aggregate Base Course	1775	22	$ 18.00	$ 78,100.00
Pervious Concrete Alley & Base Course	0	16	$ 65.00	$ -
				$ -
			Subtotal	**$ 171,386.11**

STREET INCIDENTALS	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Street Signs	2	Each	$ 100.00	$ 200.00
Street Trees (40' O.C.)		Each	$ 450.00	$ -
Street Lights	6	Each	$ 250.00	$ 1,500.00
Pavement Striping		LF		$ -
				$ -
				$ -
			Subtotal	**$ 1,700.00**

Docusign Envelope ID: 98C98644-3E55-4CF0-BEE1-CB231206F650

CURBING & SIDEWALK:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
2'-6" Standard Curb		LF		$ -
2'-6" Rolled curb		LF	$ 15.00	$ -
4' Wide Sidewalk		LF		$ -
5' Wide Sidewalk	1760	LF	$ 25.00	$ 44,000.00
Driveway Aprons	36	Each	$ 250.00	$ 9,000.00
Handicap Ramp	3	Each	$ 750.00	$ 2,250.00
Multiuse Path	0	LF	$ 20.00	$ -
				$ -
			Subtotal	**$ 55,250.00**

SANITARY SEWER	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
8" PVC Gravity Sewer	1455	LF	$ 50.00	$ 72,750.00
8" DIP Gravity Sewer		LF	$ 100.00	$ -
10" PVC Gravity Sewer		LF		$ -
10" DIP Gravity Sewer		LF		$ -
12" PVC Gravity Sewer		LF		$ -
12" DIP Gravity Sewer		LF		$ -
15" PVC Gravity Sewer		LF		$ -
15" DIP Gravity Sewer		LF		$ -
2" PVC Force Main		LF		$ -
4" PVC Force Main		LF		$ -
4" DIP Force Main		LF		$ -
6" PVC Force Main		LF		$ -
6" DIP Force Main		LF		$ -
8" PVC Force Main		LF		$ -
8" DIP Force Main		LF		$ -
4'0" Dia. Manhole	13	LF	$ 3,500.00	$ 45,500.00
5'0" Dia Manhole		LF		$ -
Service Laterals, Main to Cleanout	36	Each	$ 350.00	$ 12,600.00
Pump Station		Lump Sum	$ 500,000.00	$ -
				$ -
				$ -
				$ -
			Subtotal	**$ 130,850.00**

WATER	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
2" PVC Water Main		LF	$ 15.00	$ -
4" PVC Water Main		LF		$ -
4" DIP Water Main		LF		$ -
6" PVC Water Main		LF	$ 20.00	$ -
6" DIP Water Main		LF		$ -
8" PVC Water Main	1450	LF	$ 25.00	$ 36,250.00
8" DIP Water Main		LF		$ -
10" PVC Water Main		LF		$ -
10" DIP Water Main		LF		$ -
12" PVC Water Main		LF		$ -
12" DIP Water Main		LF		$ -
2" Valve (includes Curb Box)		Each	$ 1,000.00	$ -
4" Valve (includes Curb Box)		Each		$ -
6" Valve (includes Curb Box)		Each	$ 1,000.00	$ -
8" Valve (includes Curb Box)	4	Each	$ 1,000.00	$ 4,000.00
10" Valve (includes Curb Box)		Each		$ -
12" Valve (includes Curb Box)		Each		$ -

Fire Hydrant (includes Hydrant Leg & Valve)	4	Each	$ 3,500.00	$ 14,000.00
Vaults		Each		$ -
Manholes		Each		$ -
Fittings	1	Lump Sum	$ 1,250.00	$ 1,250.00
Service Connections (includes Tap, Service Tubing, Meter Box and Meter Setter)	36	Each	$ 650.00	$ 23,400.00
Blowoff Assemblies	1	each	$ 1,500.00	$ 1,500.00
				$ -
				$ -
			Subtotal	**$ 80,400.00**

DRAINAGE	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
15" RCP	270	LF	$ 60.00	$ 16,200.00
15" Dual Wall HDPE		LF		$ -
15" Dual Wall Polyproplene		LF		$ -
18" RCP	75	LF	$ 75.00	$ 5,625.00
18" Dual Wall HDPE		LF	$ 50.00	$ -
18" Dual Wall Polyproplene		LF		$ -
24" RCP		LF		$ -
24" Dual Wall HDPE		LF	$ 60.00	$ -
24" Dual Wall Polyproplene		LF		$ -
30" RCP		LF		$ -
30" Dual Wall HDPE		LF	$ 70.00	$ -
30" Dual Wall Polyproplene		LF		$ -
36" RCP		LF		$ -
36" Dual Wall HDPE		LF	$ 80.00	$ -
36" Dual Wall Polyproplene		LF		$ -
42" RCP		LF		$ -
42" Dual Wall HDPE		LF	$ 100.00	$ -
42" Dual Wall Polyproplene		LF		$ -
48" RCP		LF		$ -
48" Dual Wall HDPE		LF		$ -
48" Dual Wall Polyproplene		LF	$ 125.00	$ -
15" FES		Each		$ -
18" FES		Each	$ 2,500.00	$ -
24" FES		Each	$ 3,000.00	$ -
30" FES		Each	$ 3,500.00	$ -
36" FES		Each	$ 4,000.00	$ -
42" FES		Each	$ 5,000.00	$ -
48" FES		Each	$ 5,000.00	$ -
Curb Inlet		Each	$ 2,500.00	$ -
Yard Inlet		Each	$ 2,000.00	$ -
Manhole (0'-6' Deep)		Each	$ 2,500.00	$ -
				$ -
				$ -
				$ -
			Subtotal	**$ 21,825.00**

TOTAL ESTIMATE ⇒ $461,411.11

FOR REGISTRATION REGISTER OF DEEDS
Jerry T. Hardesty
Carteret County, NC
February 8, 2017 4:38:10 PM
DECL # Pages: 68
Fee:$238.00 NC Revenue Stamp:$0.00
FILE # 1566433

Jerry T. Hardesty

Type of Instrument: **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAU COAST**

Mail To: **Morris, Russell, Eagle & Worley, PLLC**
2335 Gateway Access Point, Suite 201
Raleigh, NC 27607

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAU COAST

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE FLAG OF THE UNITED STATES OF AMERICA OR STATE OF NORTH CAROLINA, AS FOLLOWS: EXCEPT AS OTHERWISE PROVIDED IN THIS DECLARATION OR ANY APPLICABLE RULES AND REGULATIONS UNDER THIS DECLARATION: (A) NO OWNER SHALL DISPLAY A FLAG ON ANY PORTION OF THE PROPERTIES SUBJECT TO THIS DECLARATION OTHER THAN ON A LOT OWNED BY SUCH OWNER; AND (B) AN OWNER MAY ONLY DISPLAY ON A LOT OWNED BY SUCH OWNER NO MORE THAN ONE (1) AMERICAN FLAG, IN GOOD REPAIR AND NOT TO EXCEED A SIZE OF 3 FEET BY 5 FEET, IN A BRACKET OR OTHER DEVICE APPROVED PURSUANT TO THIS DECLARATION OR ANY APPLICABLE RULES AND REGULATIONS UNDER THIS DECLARATION THAT IS MOUNTED TO THE DWELLING ON THE LOT.

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS BY OWNERS ON LOTS OWNED BY THEM AS FOLLOWS: THE DESIGN GUIDELINES AND/OR RULES AND REGULATIONS UNDER THIS DECLARATION MAY PROVIDE FOR REASONABLE RESTRICTIONS ON THE TIME, PLACE, SIZE, NUMBER, AND MANNER OF DISPLAY OF POLITICAL SIGNS DISPLAYED ON LOTS, SUBJECT TO THE FOLLOWING: (A) DESIGN GUIDELINE OR RULES AND REGULATIONS MAY PROHIBIT THE DISPLAY OF POLITICAL SIGNS EARLIER THAN FORTY-FIVE (45) DAYS BEFORE THE DAY OF THE ELECTION AND LATER THAN SEVEN (7) DAYS AFTER THE DAY OF AN ELECTION; (B) ANY RESTRICTION ON THE SIZE AND NUMBER OF POLITICAL SIGNS ON A LOT MAY NOT BE MORE RESTRICTIVE THAN ANY APPLICABLE CITY, TOWN, OR COUNTY ORDINANCE THAT REGULATES THE SIZE AND NUMBER OF POLITICAL SIGNS ON RESIDENTIAL PROPERTY; (C) IF THE LOCAL GOVERNMENT IN WHICH THE LOT IS LOCATED DOES NOT REGULATE THE SIZE AND NUMBER OF POLITICAL SIGNS ON RESIDENTIAL PROPERTY, THE DESIGN GUIDELINES AND/OR RULES AND REGULATIONS SHALL PERMIT, OR IN THE ABSENCE OF ANY APPLICABLE DESIGN GUIDELINES OR RULES AND REGULATIONS, THIS DECLARATION HEREBY PERMITS, ONE POLITICAL SIGN ON A LOT WITH MAXIMUM DIMENSIONS OF 24 INCHES BY 24 INCHES, BUT SUBJECT TO ALL OTHER APPLICABLE DESIGN GUIDELINES AND/OR RULES AND REGULATIONS UNDER THIS DECLARATION. FOR PURPOSES OF THIS DECLARATION, INCLUDING THE DESIGN GUIDELINES AND THE RULES AND REGULATIONS, "POLITICAL SIGN" MEANS A SIGN THAT ATTEMPTS TO INFLUENCE THE OUTCOME OF AN ELECTION, INCLUDING SUPPORTING OR OPPOSING AN ISSUE ON THE ELECTION BALLOT.

Submitted electronically by Morris, Russell, Eagle and Worley, PLLC in compliance with North Carolina statutes governing recordable documents and the terms of the su agreement with the Carteret County Register of Deeds.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BEAU COAST

CARTERET COUNTY, NORTH CAROLINA

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAU COAST (the "**Declaration**") is made as of this 8th day of February, 2017, by Blue Treasure LLC, a North Carolina limited liability company (hereinafter referred to as "**Declarant**").

RECITALS:

WHEREAS, Declarant is the owner of certain tract or parcel of land located in the Town of Beaufort, Carteret County, North Carolina, which property is described on **Exhibit "A-1"** attached hereto (the "**Property**");

AND WHEREAS, the Property is hereby established as a planned community and master residential subdivision community known as "Beau Coast" (which also is referred to herein as the "**Community**" or the "**Subdivision**") under the Legal Requirements of applicable governmental entities, and which may include, but shall not be required by this Declaration to include, any one or more of the following: residential dwellings; public or private streets; utility easements; stormwater drainage systems and facilities; buffers; greenways; open space; recreational facilities and amenities; and other uses consistent with the zoning of the Properties and the Governmental Authority approvals for the Subdivision;

AND WHEREAS, the Community will contain certain Common Areas that are shared Community-wide by all throughout the Community, but it is also intended to contain (but need not ultimately contain) three (3) or more distinct Neighborhoods, each with its own housing product types, level of Assessments, services and amenities, and with the initial framework for the three (3) Neighborhoods ("Beau Shoals," "Beaux Bridge" and "Beaufort East Village") being contemplated herein, regardless of whether the same are ultimately developed and annexed into the Community;

AND WHEREAS, as hereinafter provided in this Declaration, Declarant has retained and reserved the right, privilege and option to annex Additional Property or to withdraw Property (as the case may be) to/from the encumbrance of this Declaration, from time to time or at any time, as herein provided;

AND WHEREAS, Declarant desires, among other things, to establish a general plan of development for the Subdivision, to provide for the maintenance and upkeep of the Lots, Dwellings, and Common Elements within the Subdivision, to provide for enforcement of the Declaration and other covenants and restrictions, if any, applicable to the Subdivision, to protect the value and desirability of the Properties, and, to that end, desires to subject the Subdivision to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each owner of any part or all thereof;

AND WHEREAS, in furtherance of the foregoing, Declarant has incorporated or will incorporate under the nonprofit corporation laws of the State of North Carolina BEAU COAST HOMEOWNERS ASSOCIATION, INC. (the "**Association**") to own and/or maintain and/or administer Common Elements, to administer and enforce this Declaration and other covenants, restrictions, and agreements applicable to the Subdivision, and to collect and disburse the assessments and charges provided for herein;

AND WHEREAS, it is intended that every Owner of any of the Lots (as defined below) automatically, and by reason of such ownership and this Declaration, become a Member of the Association and be subject to its rules and regulations and the assessments and charges made by the Association as provided herein.

NOW, THEREFORE, Declarant hereby declares that all of the Property, together with all Additional Property, if any, subjected to the Declaration pursuant to Article II hereof and less any real property withdrawn from this Declaration, all of which together is referred to as the "**Properties**", shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the following easements, restrictions, covenants, charges, liens and conditions which are hereby imposed for the purpose of protecting the value and desirability of these lands and which restrictions, easements, charges, liens, conditions and covenants shall touch and concern and run with the title to the Properties and which shall be binding on all parties having any right, title or interest in the Properties or any portion of them, all in accordance with the North Carolina Planned Community Act, as set forth in Chapter 47F of the North Carolina General Statutes, as the same may be amended by from to time. This instrument also binds the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of anyone who purchases or takes any interest in real property within the lands subject to this Declaration.

ARTICLE I

DEFINITIONS

The following words and terms, when used in the Declaration (including the Recitals) or any amendment hereto, or in any Supplemental Declaration, unless amended or unless the context clearly indicates otherwise, are defined as follows and are subject to the provisions contained in such definitions (when these and other defined words or terms herein have an initial capital letter or letters, however, it is not required that their use in the Declaration have initial capital letters in order to have the defined meaning). Terms and words used herein without definition shall have the meanings, if any, specified therefor in the "Definitions" section of the Act or, if not defined in the Act, in the "Definitions" section of the Nonprofit Corporation Act, or if not defined in either the Act or Nonprofit Corporation Act, any applicable definitions section of the Code, and, in the event of any conflict between the definitions contained herein and the definitions contained in the Act, the Nonprofit Corporation Act or the Code, the Act or Nonprofit Corporation Act or Code, in that order and as appropriate, shall control. It should be noted that one or more definitions contain provisions in addition to the defined word or terms, and such additional provisions are part of the Declaration in the same manner and to the same extent as if they had been set out in an Article or Section of the Declaration other than this Article I.

(a) "Act" shall mean the North Carolina Planned Community Act, currently codified in Chapter 47F of the North Carolina General Statutes, as it exists from time to time, including all amendments, supplements and replacements thereof.

(b) "Additional Property" shall mean any and all real property described on **Exhibit "A-2"** attached hereto and incorporated herein by this reference, provided the Additional Property shall not be part of the Property subject to this Declaration until it has been annexed (or subjected) to this Declaration in the manner required by this Declaration.

(c) "Annexation Declaration" shall mean a document, by whatever name denominated, that is recorded for the purposes of annexing Additional Property to this Declaration and causing such Additional Property to be subject to the scheme of covenants, charges, conditions and restrictions

contained in this Declaration and including any additional covenants, charges, conditions and restrictions contained in the Annexation Declaration.

(d) "Annual Assessment" shall have the meaning specified in Article VI of this Declaration and shall constitute the assessments which, pursuant to the provisions of such Article, shall be levied by the Association against all Lots each year for the purpose of raising the funds necessary to pay the Common Expenses (it being clear and express that the Annual Assessments may vary from Lot to Lot based on Dwelling type and Neighborhood).

(e) "Architectural Control Committee", or "ACC" shall mean those individuals appointed to have jurisdiction over construction on or within any portion of the Property and responsibility for administration of design guidelines, as more fully described in Article VII of this Declaration.

(f) "Architectural Guidelines" shall mean the guidelines and standards from time to time adopted and in effect with respect to Dwellings and other improvements in the Property.

(g) "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.

(h) "Association" shall mean Beau Coast Homeowners Association, Inc., a North Carolina nonprofit corporation.

(i) "Board of Directors" (or "Board") shall mean the body responsible for the administration of the Association, as provided in the Bylaws.

(j) "Builder" is defined as a Person, other than the Declarant, including without limitation Lennar Carolinas, LLC, a Delaware limited liability company ("**Lennar**"), who constructs residential dwellings for resale to other Persons, and who purchases or becomes the Owner of one or more Lots within the Property for the purpose of constructing thereon one or more residential dwellings for resale to other Persons "Builders" refers to all such persons or entities collectively.

(k) "Bylaws" shall mean the Bylaws of the Association, as the same may be amended from time to time.

(l) "City" or "Town" shall mean the Town of Beaufort, Carteret County, North Carolina.

(m) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, or any successor federal revenue law.

(n) "Common Area" (or "Common Property" or "Common Elements", the terms Common Area and Common Elements and Common Property being used interchangeably herein, whether referring to Common Area or Limited Common Area) shall mean, singularly or collectively, as applicable, all real property (including all improvements and private streets, drives, lanes and alleyways thereon except for any such improvements owned or maintained by another Person, such as a Governmental Entity or a Person who provides utility services to any part or all of the Property) and personal property, including easements, which Declarant owns (prior to turnover to the Association) or which the Association owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners, including any additional areas, if any, which by the terms of the Governing Documents, or by any Legal Requirement, or any Plat, or by contract or agreement with any other Person, become the responsibility of the Association. The term Common Area shall include the Limited Common Area, as defined below, provided, however, that unless a Common Area is expressly

identified herein or on any Plat as a Limited Common Area, then is shall simply be the broader Common Area.

(o) "Common Expenses" shall mean and include all of the expenses incurred by the Association in maintaining the Common Area, including reserves for future expenses, and in paying for all of its other obligations and liabilities under the Act, Legal Requirements, and the Governing Documents, whether or not the particular Common Expense is specifically described herein. Common Expenses also include all expenses for which the Association is liable under any contract or agreement entered into by the Association or by the Declarant on behalf of the Association as allowed herein. Expenses related to Limited Common Areas are Neighborhood Expenses, which are part of and are a subcategory of Common Expenses.

(p) "Community Wide Standards" shall mean the standard of conduct, maintenance or other activity generally prevailing throughout the Property. Such standard shall initially be established by the Declarant and may be more specifically determined by the Board of Directors or the Architectural Control Committee. The Community Wide Standards may change at any time and from time to time as development of the Property progresses and/or as the needs and desires change within the Property. During the Development Period, the Declarant has the right to establish all of the Community Wide Standards, including amending any Community Wide Standards established by the Board of Directors or Architectural Control Committee.

(q) "Deck" shall mean the deck, if any, that is constructed as part of the original construction of each Improved Lot.

(r) "Declarant" shall mean Blue Treasure LLC, a North Carolina limited liability company, and shall include any successor or assign who shall acquire any portion of the Property for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided, however, that there shall be only one "Declarant" hereunder at any one time.

(s) "Declarant Control Period" shall mean the period of time commencing on the date of recording of the Declaration and ending on the date on which the first of the following occurs:

(i) the date on which all of the Lots permitted by the Subdivision Plan (i) have Dwellings thereon for which certificates of occupancy have been issued and (ii) have been conveyed to Members other than Builders. Provided, until such time as the Declarant Control Period ends under any other subparagraph of this definition, without the possibility of any reinstatement, the Declarant Control Period shall be reinstated automatically from time to time as the Subdivision Plan is revised such that the foregoing requirements for termination of the Declarant Control Period no longer are met; or

(ii) voluntary termination of the Declarant Control Period by a written instrument executed by Declarant and recorded in the Registry; or

(iii) termination of the Declarant Control Period required by any Legal Requirement; or

(iv) 5:00 pm. on December 31, 2041.

Declarant has the sole authority to resolve any issues or disputes regarding the date on which the Declarant Control Period ends or is reinstated.

(t) "Declaration" shall mean this Declaration of Covenants, Restrictions and Easements, as the same may be hereafter amended in accordance with the terms hereof.

(u) "Development Period" shall mean the period of time from the date of recording of this Declaration through and including 5:00 p m on the last of the following dates to occur.

(i) the last day on which Declarant owns any portion of the Property; or

(ii) the last day on which Declarant has the unilateral right to subject Additional Property to this Declaration pursuant to Article II; or

(iii) the date that is five (5) years after the date of recording of the most recent Annexation Declaration subjecting Additional Property to the Declaration; or

(iv) the date of release of the last bond (or letter of credit or other, similar financial guarantee) posted by Declarant with the City in connection with development of the Property or any portion thereof; or

(v) the date on which a certificate of occupancy is issued for initial construction of a Dwelling on the last Lot in the Properties remaining after certificates of occupancy have been issued for Dwellings on all other Lots in the Properties and the last Improved Lot has been transferred to a Person other than a Builder. For example, if there are 500 total Lots in the Properties, this is the date on which a certificate of occupancy is issued for the initial Dwelling on the 500th Lot and all 500 Improved Lots have been transferred to Persons other than Builders; or

(vi) 5:00 p m on December 31, 2041.

Notwithstanding the foregoing, if Declarant is delayed in the development of any part or all of the Property as a result of a sanitary sewer, water or building permit moratorium, or as the result of some other cause or event beyond Declarant's control, then the foregoing applicable time period shall be extended by the amount of time of the delay. Provided, however, Declarant may terminate the Development Period at any time by recording a termination instrument in the Registry. Except in the case of voluntary termination by the Declarant, the Development Period also shall include any periods of time after the applicable termination event during which Declarant is conducting any activity within the Property that is required by Legal Requirements or for Declarant to fulfill any obligation to a Governmental Entity, the Association, or any Owner with respect to any portion of the Property. In the event of an assignment of Declarant rights, with respect to the rights assigned the Development Period shall remain in full force and effect through the applicable periods of time as they relate to the assignee rather than the original Declarant hereunder. Declarant has the sole authority to resolve any issues or disputes regarding the date on which the Development Period ends.

(v) "Development Plan" shall mean the most current land use or development plan approved by the applicable Governmental Entity for the Property or any part thereof, whether the approval is preliminary or final, and regardless of any name other than Development Plan under which it is approved by the Governmental Entity (for example, site plan, subdivision plan, cluster unit development plan, or master plan for a planned unit development). For avoidance of doubt, Development Plan shall include any plan(s) that may be entitled "Beaufort East Village." Declarant reserves the right, in its sole discretion but subject to Legal Requirements, to modify any Development Plan in whole or in part, including the addition or deletion of real property and including the reconfiguration of Lots and Common Area. The fact that real property is included on the Development

Plan does not obligate Declarant to subject it to the Declaration, nor shall Declarant be prohibited from subjecting to the Declaration any property that is not included on the Development Plan.

(w) "Dwelling" is defined as any building or portion thereof within the Properties which is used or occupied, or intended for use or occupancy, as a residence by an individual or by one housekeeping unit, whether by the Owner thereof or by tenants or sub-tenants of the Owner.

(x) "Exempt Property" means all portions of the Property included within any of the following categories:

(i) Common Area (provided, however, a Lot on which Common Area is located -- for example, a Lot on which there is an easement constituting Common Area -- is not exempt from assessments); and

(ii) property owned by, or dedicated to and accepted by, the City or a utility, including property within the right-of-way of publicly-dedicated streets and roads, unless such property is a Lot that has a Dwelling thereon (and provided, that a Lot is not exempt from assessments because it has an easement located on it that has been dedicated to the City or a public utility).

Exempt Property shall not be subject to the assessments provided for herein, and the Owner of such Exempt Property shall have no membership or voting rights in the Association associated with the ownership of such Exempt Property. Furthermore, unless and until such time, if any, as it loses its Exempt status, except as otherwise provided herein all Exempt Property owned by or subject to an easement in favor of the City or a utility provider, and all Exempt Property within publicly-dedicated street rights-of-way, is exempt from all of the provisions of the Declaration, except for the provisions of the Declaration with respect to any easements over such Exempt Property reserved in the Declaration by or for the Declarant, the Association, the City or any other Person, and except for provisions of the Declaration requiring Approved Plans for Dwellings and associated improvements.

Exempt Property that loses its status as Exempt Property (e g , property within a publicly dedicated street right of-way that has been closed as a public street, property formerly owned by/dedicated to the City which has been conveyed to a Person whose status does not qualify for the exemption) shall be reclassified to another type of property under this Declaration, as appropriate, and shall be subject to all of the terms and provisions of the Declaration in the same manner and to the same extent as other portions of the Property having the same classification. All issues with respect to reclassification of Exempt Property shall be resolved by the Declarant, during the Development Period, and thereafter by the Board.

(y) "Fiscal Year" shall mean the calendar year until such time as the Board, by appropriate resolution, establishes a different Fiscal Year for the Association.

(z) "First Mortgage" shall mean a deed or other document by means of which title to any Lot is conveyed or encumbered to secure a debt of first priority.

(aa) "Governing Documents" shall mean and include all of the following: this Declaration; the Articles and Bylaws of the Association; architectural guidelines and bulletins and rules and regulations of the Association; resolutions adopted by the Board; conditions of approval for development of any part or all of the property required by any Governmental Entity; Annexation Declarations; Supplemental Declarations; other declarations of restrictive or protective covenants applicable to the Property; all as the same may be amended, restated or supplemented from time to time.

Any approvals granted by the Declarant under the Governing Documents shall be binding upon all successors to Declarant's approval authority.

(bb) "Governmental Authority" or "Governmental Entity" shall mean and include any and all of the following that are applicable to the particular matter or matters addressed in the Governing Documents: the Town of Beaufort, North Carolina; the County of Carteret, North Carolina; the State of North Carolina; the United States of America; and all other governmental entities and quasi-governmental entities that have jurisdiction over the Property or any part thereof, including all applicable departments and agencies of any of them.

(cc) "Improved Lot" shall mean a Lot (i) upon which there is located a Dwelling for which a certificate of occupancy has been issued by the applicable governmental authority, and (ii) which is owned by Person who is not the Declarant or a Builder.

(dd) "Improvement" shall mean any improvement of or on any Lot or other applicable portion of the Property, including any or all of the following: Dwellings and other buildings and structures (specifically including exterior materials, colors, size, location and architectural style); decks; patios; car port; porches; driveways; playhouse; motor vehicle and other parking areas; exterior storage areas; exterior recreational areas, equipment and facilities; mail kiosks; exterior antennae, dishes and other apparatus to receive or transmit radio, television, or microwave or other signals; fences; exterior walls; hedges; other landscaping (including planted areas, grassed areas, natural areas and the plant and other materials therein); poles; flags; exterior decorative features and items; ponds; lakes; staking, clearing, grading, filling, change in grade or slope, and other site preparation; swimming pools; coverings for windows and other glass portions of a Dwelling or other building or structure (for example, curtains, blinds, and shutters), which coverings are visible from anywhere off of the Lot or other applicable portion of the Property; exterior lights and signs; lights and signs visible inside a Dwelling or other building or structure from anywhere off of the Lot or other applicable portion of the Property; and all other items used or maintained on a Lot or other applicable portion of the Property outside of a Dwelling or building or other structure located thereon or on the exterior surfaces of a Dwelling or other building or structure on the Lot or other applicable portion of the Property. The definition of improvements stated for the purposes of this definition includes both initial improvements and all subsequent alterations, changes and additions to same. The term "initial improvements" is defined as all of the improvements constructed or placed or located on a Lot or other applicable portion of the Property, or approved for construction, placement, or location on a Lot or other applicable portion of the Property, in accordance with either Approved Plans or Architectural Guidelines existing at the time of issuance of a certificate of occupancy for the Dwelling on such Lot or other applicable portion of the Property. The examples of improvements stated for the purposes of this definition are not inclusive of all types of improvements and do not imply that all improvements listed as examples will be allowed in the Properties, and all improvements are subject to the architectural approval provisions of the Declaration. For the purposes of this definition, the word "exterior" means located on a Lot or other applicable portion of the Property outside of the Dwelling or other building or structure thereon, as well as attached to the outside of (such as on a wall or roof) a Dwelling, building, or other structure on a Lot or other applicable portion of the Property.

(ee) "Legal Requirement" shall mean and include any duly adopted and applicable law, ordinance, regulation or requirement, including the Act, the Nonprofit Corporation Act, and the Code, of any Governmental Entity or quasi-governmental entity or agency having jurisdiction over the Properties or any portion thereof, including any branch, department, division, section, branch, agency, or other subdivision of any of the foregoing Governmental Authorities or quasi-governmental authorities or agencies. Legal Requirements apply to the exercise of all rights or the taking of all actions under this Declaration by Declarant, the Association, or any other Person, whether or not this Declaration states

that a specific right or action is subject to Legal Requirements or must be exercised or taken in accordance with Legal Requirements.

(ff) "Limited Common Area" shall mean, singularly or collectively, as applicable, all real and personal property, including easements, private streets and private alleys, which the Association owns, leases, or otherwise holds possessory or use rights in for the exclusive or primary and common use and enjoyment of one or more, but less than all, of the Neighborhoods or Lots in the Property, and which are designated as such by the Declarant herein, or by Declarant during the Development Period (even if originally designated as Common Area), or by the Association at any time during the Development Period, and/or including portions of the Property shown as Limited Common Area on any Plats of the Property.

(gg) "Lot" (or "Unit") shall mean each portion of the Property shown on any of the Plats which may be independently owned and conveyed and which is intended for development, use, and occupancy, or actually is used or occupied, as an attached or detached residence for a single family. In the case of a Townhome Building containing multiple Townhome Dwellings, each individual Townhome Dwelling shall be deemed to be on a separate Lot.

(hh) "Maintain", "maintenance", "maintaining", or any similar term used herein shall mean and include any one or more of the following, as the context requires or allows: acquisition, purchase, construction, re-construction, installation, maintenance, inspection, examination, upkeep, cleaning, renewal, alteration, repair, replacement, repainting, remodeling, restoration, removal, improvement, administration, operation, use, planting, mowing, cutting, trimming, pruning, fertilizing, watering and preservation.

(ii) "Member" shall mean a Person subject to membership in the Association pursuant to Article V hereof.

(jj) "Mortgagee" shall mean the beneficiary or payee under any mortgage or deed of trust, and the term mortgage and deed of trust are deemed to refer to both mortgages and deeds of trust.

(kk) "Neighborhood" shall mean a group of Lots designated as a separate Neighborhood pursuant to Article II for purposes of sharing one or more Limited Common Areas, and/or receiving other benefits or services from the Association which may be common to those Lots and not provided to all Lots, and/or for the purpose of electing Voting Members. A Neighborhood may be comprised of more than one housing type and may include noncontiguous parcels of property. Neighborhood boundaries may be established and modified as provided in Article II hereof. Each Plat shall identify the name of the Neighborhood. The three (3) originally contemplated (but not ultimately required) Neighborhoods shall be known as "Beau Shoals," "Beaux Bridge" and "Beaufort East Village," and notwithstanding any of the foregoing, Plats of Beau Coast Phase 1A shall be Plats of Beau Shoals (whether they contain the name Beau Shoals of not).

(ll) "Neighborhood Assessments" shall mean assessments levied against Lots in a particular Neighborhood to fund Neighborhood Expenses, as described in Article VI.

(mm) "Neighborhood Expenses" shall mean the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Neighborhood, including maintenance of Limited Common Areas assigned to such Neighborhood, which expenses may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may be authorized pursuant to this Declaration or in any Supplemental Declaration applicable to such Neighborhood.

(nn) "Neighborhood Services" shall mean all goods, services and other provisions made by the Association for Lots, Owners, Improvements in one or more but fewer than all Neighborhoods.

(oo) "Owner" shall mean any Person who is a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a Lot; provided, however, that any Person who holds such interest merely as security for the performance of an obligation or as a tenant shall not be an Owner.

(pp) "Patio Area" shall mean the poured concrete (or other material approved by Declarant) area extending from the rear of a home as part of the original construction of an Improved Lot.

(qq) "Person" shall mean a natural person, corporation, trust, limited liability company, partnership or any other legal entity.

(rr) "Plans" shall mean the complete plans and specifications for a proposed improvement showing (where applicable) the size, shape, dimensions, materials, exterior finishes and colors, location on the applicable portion of the Property, driveway, parking areas, provisions for handling stormwater, landscaping, floor plans and elevations, and other items, all as specified from time to time in any applicable Architectural Guidelines or required by the Reviewer. "Approved Plans" shall mean Plans that have been approved by the Reviewer.

(ss) "Plats" shall mean all plats for any portion of the Property recorded in the Registry, including any amendments to such Plats recorded in the Registry.

(tt) "Porch" shall mean the front porch that is constructed as part of the original construction of each Improved Lot.

(uu) "Property" or "Properties" shall mean all real property subject to this Declaration, including any Additional Property, as applicable. The Property initially subject to this Declaration is described on Exhibit A-1.

(vv) "Recreational Amenities" or "Recreational Amenity" shall mean, singularly or collectively, as applicable, all Common Areas, equipment and facilities, which Declarant owns (prior to turnover to the Association) or which is leased or possessed or owned by the Association, for the use and benefit of the Members for recreational purposes, whether active or passive recreation, or, if part of Limited Common Area, then solely for the use and benefit of the Members (and their guests, tenants and invitees) benefited by the Limited Common Area. Recreational Amenities includes those Limited Common Area Recreational Amenities identified in Sections 9 and 10 of Article III, and Recreational Amenities may also include any or all of the following: swimming pools, clubhouses, mail kiosks, kayak pavilions, kayak lake bulkheads, and/or such other facilities and appurtenances incidental to use of the Recreational Amenities; provided that the provision store (which may be located within the Property but is not operated by the Association and is for the use of the Community and public at large) shall not be a Recreational Amenity or Common Area unless otherwise determined by Declarant in its sole discretion.

(ww) "Registry" shall mean the office of the Register of Deeds (or any successor office under applicable law) for the North Carolina County or Counties in which deeds, plats, easements, mortgages and deeds of trust for the Property are recorded. All references herein to recording or to any requirement to record a document or plat refer to recording in the Registry of the County or Counties in which the applicable portion of the Property is situated.

(xx) "Reviewer" shall mean the Declarant, Board, Architectural Control Committee, or other Person who has the authority to review and approve Plans under the architectural control provisions of this Declaration.

(yy) "Rules and Regulations" is defined as rules, regulations, requirements, prohibitions, and/or conditions with respect to any one or more of the following that are adopted by the Declarant or the Association and are in effect from time: (i) use of the Property or any part thereof, including the Common Elements, or (ii) the conduct of Persons while in or on the Property or any part thereof, including the Common Area, or (iii) implementation and enforcement of the Governing Documents, or (iv) any other matters that the Declarant or Board, as applicable, determines to adopt as part of the Association's Rules and Regulations.

The Board may adopt, amend, modify, and enforce Rules and Regulations for the use and operation of the Common Area (including the Limited Common Area) and/or for the implementation and enforcement of the Governing Documents without having to comply with the procedures specified herein for adoption, amending, modifying, and enforcing other Rules and Regulations. Such Rules and Regulations with respect to use and operation of the Common Area and/or implementation and enforcement of the Governing Documents also may be referred to herein as "Board Policies".

(zz) "Special Declarant Rights" or "Declarant Rights" is defined as all rights granted to, or reserved by, or established for the benefit of, Declarant, in the Act or in this Declaration or in other Governing Documents, whether or not such rights are referred to as Special Declarant Rights or Declarant Rights in the Act, this Declaration, or other Governing Documents. Declarant may assign Special Declarant Rights, in whole or in part, temporarily or permanently, subject to such terms and conditions as Declarant specifies in the assignment document. Unless this Declaration or other Governing Documents specify that Special Declarant Rights may be exercised by any Person other than the Declarant or that they become rights exercisable in whole or in part by the Association at any time, or as otherwise provided in Legal Requirements, any assignment of Special Declarant Rights must be in writing and recorded in the Registry, executed by the assignee, and the assignment becomes effective only upon the recording of the document in the Registry or any later date specified therein. Special Declarant Rights shall be construed broadly so as to allow Declarant the greatest flexibility in development and sale of the Properties.

(aaa) "State" shall mean the State of North Carolina.

(bbb) "Stoop" shall mean the front stoop, if any, that is constructed as part of the original construction of each Improved Lot.

(ccc) "Stormwater Agreement" is defined as any agreement recorded in the Registry among the Declarant, the Association, and a Governmental Entity, or between the Declarant and a Governmental Entity, or between the Association and a Governmental Entity, relating to Stormwater Control Measures for the Property or any part thereof, and includes all amendments and supplements to such agreements.

(ddd) "Stormwater Control Measures" or "Stormwater Control Facilities", such terms being used interchangeably herein and in the Stormwater Agreement, is defined as one or more of the following devices and measures, together with associated private stormwater drainage easements (however identified on a plat or in a document) that serves any part or all of the Property: conduits, inlets, channels, pipes, level spreaders, ditches, grassed swales, sand filters, wetponds, dry detention basins, wetlands, permanently protected undisturbed open space areas, bioretention areas, retention or detention ponds, and other devices, facilities, appurtenances and measures, necessary to collect, convey,

store, and control stormwater runoff and pollutants for more than one (1) Lot in the Property, and which are located outside public street rights-of-way and public drainage easements. Private stormwater drainage easements that serve more than one (1) Lot in the Properties, however identified on a Plat or in a document recorded in the Registry, are deemed to be dedicated to the Association for the benefit of the Property or applicable portion thereof. All Stormwater Control Measures owned by or dedicated to the Association are Common Area or Limited Common Area, as applicable.

(eee) "Subdivision Plan" shall mean the most current land use or development plan or plans approved by the City for the Property (it being recognized that there may be two or more development plans approved by the City that together constitute the Subdivision Plan under this definition), whether the approval is preliminary or final, and regardless of any name other than Subdivision Plan under which it approved by the City (for example, site plan, cluster unit development plan, or master plan for a planned unit development), all as the same may be revised at any time or from time to time; it being express that the Property need not be developed in accordance with any one version of the Subdivision Plan. Declarant reserves the right, in its sole discretion but subject to Legal Requirements, to modify any Subdivision Plan in whole or in part, including the addition or deletion of property and including the reconfiguration of Lots and Common Area. The fact that property is included on the Subdivision Plan does not obligate Declarant to subject it to the Declaration, nor shall Declarant be prohibited from subjecting to the Declaration any Additional Property that is not included on any Subdivision Plan.

(fff) "Supplemental Declaration" shall mean an instrument recorded in the Registry which designates and/or imposes restrictions and/or obligations on the land described in such instrument in addition to or different from (when this Declaration allows) those imposed by this Declaration. An "Annexation Declaration" also may be a Supplemental Declaration and a Supplemental Declaration also may be an Annexation Declaration.

(ggg) "Townhome" or "Townhome Dwelling" means an individual Dwelling that is attached by Party Walls to one or more other Dwellings.

(hhh) "Townhome Building" means an Improvement consisting of two or more Townhomes notwithstanding that each Townhome therein is located on a separate Lot.

(iii) "Townhome Services" means those goods, services, items or benefits provided by the Association for the benefit of the Townhomes and Owners thereof pursuant to this Declaration and any Supplemental Declaration.

ARTICLE II
PROPERTY SUBMITTED TO THIS DECLARATION; ANNEXATION; WITHDRAWAL

Section 1. Property Hereby Subjected to this Declaration. The Declarant, for itself and its respective successors and assigns, hereby submits the real property described on Exhibit A-1 to this Declaration, and such real property constitutes the "Property" initially subjected to this Declaration. The Property shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration, including, but not limited to, the lien provisions set forth herein. All of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Lots shall be a permanent charge thereon, and shall run with the Lots.

Section 2. Annexation of Additional Property. The Declarant may, at any time and from time to time during the Development Period, in its sole discretion annex all or part of the Additional Property to the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration by

executing and recording in the Registry an Annexation Declaration describing the portion of the Additional Property being annexed. Declarant further has the right to convey to the Association additional Common Areas contained within such Additional Property, the maintenance of which may increase the Annual Assessment as provided elsewhere herein and may increase the amount of Annual Assessment which shall be levied against each Lot.

From and after such recording, the annexed Additional Property shall be part of the Property and shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration, including, without limitation, all lien and assessment provisions set forth in this Declaration, and all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration shall be a permanent charge on, and shall run with, such Additional Property.

No approval, consent or joinder from any Member of the Association, or from any other party whatsoever, shall be required for the Declarant to subject Additional Property to this Declaration.

Section 3. Withdrawal of Property. The Declarant may, in its sole discretion at any time and from time to time during the Development Period, but only with the written consent of Lennar so long as Lennar owns any Lot or has the right to purchase any Lot from Declarant, withdraw any portion of the Property from the coverage of this Declaration, regardless of the fact that such actions may affect the relative voting strength of any Member or class of membership in the Association or increase or reduce the number of Owners subject to assessment under this Declaration, by recording a Supplemental Declaration describing the portion of the Property being withdrawn; provided, however, if the property is part of the Common Areas and is owned or leased by the Association, the written consent of the Association and Lennar shall be required to effect such withdrawal. From and after such recording, the withdrawn portion of the Property no longer shall be part of the Property and may be held, transferred, sold, conveyed, used, given, leased, occupied, mortgaged or otherwise encumbered free and clear of any and all of the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration, including, without limitation, all lien and assessment provisions set forth in this Declaration.

Section 4. Order of Development and Annexation. Declarant contemplates that it may develop any portion of the Property it owns in accordance with a Development Plan, as modified from time to time; provided, however, but subject to Legal Requirements that provide otherwise, no Development Plan shall obligate the Declarant to develop any particular portion of the Property now or in the future, whether for the purposes shown thereon or for any other purpose, the Declarant shall not be required to follow any particular sequence or order of development of the Property, and the Declarant may annex or consent to annex Additional Property to the Declaration, and/or withdraw portions of the Property from the Declaration, before completing development of all of the Property previously subjected to the Declaration.

Section 5. All Lots Bear the Burdens and Enjoy the Benefits of this Declaration. Every Owner, by taking record title to a Lot, agrees to accept title to such Lot, and to be bound by, all of the terms and provisions of this Declaration. Each Lot is subject to all burdens, and enjoys all benefits, made applicable hereunder.

Section 6. Neighborhoods. At the time of the recording of this Declaration, the Declarant hereby establishes the following three (3) Neighborhoods within the Property: "Beau Shoals", "Beaux Bridge" and "Beaufort East Village". The Declarant, in its sole discretion, may establish additional Neighborhoods within the Property by Supplemental Declaration to the Declaration and/or Plats in order to subject such Lots to additional covenants and restrictions or to benefit said Lots differently from other

Lots on the Property. During the Development Period, the Declarant, in its sole discretion and without the joinder of any other Person, but only with the written consent of Lennar so long as Lennar owns any Lot or has the right to purchase any Lot from Declarant, may assign portions of the Property to a specific Neighborhood, redesignate Neighborhood boundaries, or remove portions of the Property from a specific Neighborhood.

Any Neighborhood may, upon the written consent of at least 50% of the Owners in such Neighborhood including all Builders therein, request that the Association provide a higher level of service or special services (than are specified herein) for the benefit of Lots in such Neighborhood and upon written consent of a majority of Owners of the Lots within the Neighborhood, the Association may, in its sole discretion, provide the requested services. The costs of such services, which may include a reasonable administrative charge in such amount as the Board may deem appropriate (provided such administrative charge shall apply at a uniform rate per Lot to all Neighborhoods receiving the same service), shall be assessed against the Lots within such Neighborhood as a Neighborhood Assessment pursuant to Article V herein.

No action may be taken by a Neighborhood which is adverse to the interests of the Association or its Members or that is inconsistent with the Community Wide Standards. If a Neighborhood fails to comply with such requirements of the Association as specified by the Association in writing the Association may assess the Lots within such Neighborhood for any expense incurred by the Association to correct the inconsistency or deficiency.

ARTICLE III
ASSOCIATION PROPERTY

Section 1. Common Areas. The Declarant shall have the right to transfer and convey to the Association any portion of the Property, and the Association shall accept all such transfers and conveyances from the Declarant. All portions of the Property which the Declarant shall so transfer or convey to the Association shall thereafter constitute Common Areas or Limited Common Areas, as the case may be. Said right may be exercised by the Declarant any time, and from time to time, prior to the end of the Development Period.

Common Areas shall be conveyed to the Association by special warranty deed free of debt encumbrance, and subject to this Declaration and all applicable rights of way and easements, including the rights and easements set forth in this Article and shown on Plats, irrespective of whether the deed of conveyance shall make a specific reference to such rights and easements. Upon Declarant's written request at any time during the Development Period, the Association shall reconvey to Declarant any unimproved portions of the Common Area which Declarant originally conveyed to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines or as part of the Development Plan.

Section 2. Member's Rights in Common Area. Except in the case of Common Areas designated as Limited Common Areas, each Owner shall have a non-exclusive right and easement of enjoyment and use in and to the Common Areas and such right and easement shall be appurtenant to, and shall pass with, the title to the Lot owned by such Owner. Where Common Areas are designated as Limited Common Areas, except as otherwise provided herein, the Owners of Lots benefited by said Limited Common Areas shall have the exclusive right and easement of enjoyment and use in and to said Limited Common Areas. The right and easement of enjoyment and use of the Common Areas and Limited Common Areas are and shall be subject to the easements which are described in this Article and to the following:

(a) The Governing Documents and any other applicable covenants;

(b) Any restrictions or limitations contained in any deed conveying such property to the Association;

(c) The Board's right to:

(i) adopt rules regulating use and enjoyment of the Common Area, including Recreational Amenities, and including rules limiting the number of guests who may use the Common Area;

(ii) suspend an Owner's right to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Unit remains delinquent; and (ii) for a period not to exceed 30 days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents after notice and a hearing as required by the Governing Documents or the Act. Provided, however, and notwithstanding anything to the contrary appearing in any Governing Documents, (i) if ingress and egress from a public street to and from any Lot is over any part of the Common Area as shown on any Plat or described in any instrument recorded in the Registry, or (ii) Stormwater Control Facilities, stormwater drainage, sanitary sewer, water or other utility services are provided to a Lot over or through an easement located on the Common Area as shown on any Plat or described in any instrument recorded in the Registry, any conveyance or encumbrance of the affected portion of the Common Area shall be subject to those easements for ingress and egress and/or utilities, and no suspension of the rights of the Owner of said Lot in and to the use and enjoyment of the Common Area as allowed herein shall include suspension of any such rights of such Owner to ingress and egress or utilities;

(iii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in the Governing Documents and/or the Act;

(iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any Recreational Amenity situated upon the Common Area;

(v) permit use of any Recreational Amenity by persons other than Owners, their families, lessees, and guests upon payment of use fees established by the Board and designate other areas and facilities within the Common Area as open for the use and enjoyment of the public; and

(vi) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to such approval requirements as may be set forth in the Governing Documents and/or the Act.

(d) The rights of certain Owners to the exclusive or primary use of those portions of the Common Area designated "Limited Common Areas" as described herein.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease.

The Board of Directors may permit other persons who are not residents of any Lots to use the Common Areas upon such terms and conditions, and for the payment of such fees, as shall be

determined by the Board of Directors; provided however, any such use shall be subject to the prior written consent of all Builders.

Section 3. No Partition. The Common Areas shall remain undivided and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the Property and without the written consent of all holders of all mortgages encumbering any portion of the Property.

Section 4. Condemnation. For the purposes of this Section, "condemnation" or "taking" or "taken" means an acquisition of all or any part of the affected portion of the Properties or of any interest therein or right accruing thereto as a result of, in lieu of, or in anticipation of, the exercise of the right of condemnation or eminent domain, or any other action by a Governmental Authority or other Person having the power of eminent domain that affects the value of the applicable portion of the Properties or any part thereof so severely as to amount to a taking. In the event that any part of the Common Areas shall be taken by any authority having the power of condemnation or eminent domain or conveyed in lieu of, and under threat of, condemnation by the Board acting on the written direction of at least 67% of the Class A votes and, during the Development Period, the written consent of Declarant, the Association shall restore or replace the improvements on the remaining land included in the Common Areas to the extent available unless, within sixty (60) days after such taking at least 67% of the Class A votes and Declarant (if during the Development Period) otherwise agree. The provisions of subsection 6 of this Article III below regarding funds for the repair of damage or destruction shall apply. If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds may be used by the Association for such purposes as the Board shall determine.

Section 5. Insurance on Common Areas. The Association shall maintain and keep in good repair the Common Areas. Additionally, the Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U S Department of Housing and Urban Development, as applicable to the Common Areas. The Board shall obtain casualty insurance for all insurable improvements located on the Common Areas, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction of any insurable improvement in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public liability policy with a combined single Limit of at least One Million and No/100 Dollars ($1,000,000.00) applicable to the Common Areas covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board of Directors. In addition, the Board of Directors shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on all persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall at least equal three months' total assessments plus reserves on hand. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association. An insurer that has issued an insurance policy under this Section 5 shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, Mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this Section 5 may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each Mortgagee or beneficiary under deed of trust to whom certificates of insurance have been issued.

Section 6. Damage or Destruction. In the event that any improvements located on any Common Areas shall be damaged or destroyed on account of the occurrence of any casualty, the Board shall proceed with the filing and settlement of all claims arising under any policy of insurance maintained by the Association with respect to such improvements and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed improvements.

Any such damage or destruction shall be repaired or reconstructed unless it shall be decided, within ninety (90) days after the occurrence of casualty, by at least 67% of the Class A votes, and by Declarant during the Development Period, not to so repair or reconstruct such damage. In the event that it shall be so decided not to repair or reconstruct some damage or destruction, the proceeds of any insurance as may become payable to the Association as a result of such damage or destruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot. If the insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Class A Members, levy Special Assessments to cover the shortfall.

Section 7. Actions Requiring Owner Approval. If the U.S. Department of Housing and Urban Development is insuring the Mortgage on any Lot or the U.S. Department of Veterans Affairs is guaranteeing the Mortgage on any Lot, then any conveyance or mortgaging of the Common Areas by the Association shall require the consent of at least 67% of the Class A votes held by Members other than the Declarant and, during the Development Period, the consent of Declarant. Notwithstanding anything to the contrary in this section, however, the Association, acting through the Board, may grant easements over the Common Areas for installation and maintenance of utilities and drainage facilities and for other purposes not inconsistent with the intended use of the Common Area, without the approval of the membership.

Section 8. Limited Common Area.

(a) Any Limited Common Area shall be designated as such in the deed conveying such area to the Association, or on the Plat relating to such Limited Common Area, or by the recording by Declarant of another document containing the designation; provided, however, any such designation shall not preclude Declarant, at any time during the Development Period but only with the written consent of any Builder who owns any Lot or has the right to purchase any Lot from Declarant, from assigning or reassigning use of the same Limited Common Area to additional Lots and/or Neighborhoods.

Following the end of the Development Period, and only with the written consent of any Builder, if any Builder still owns or has the right to purchase any Lot from Declarant, portions of the Common Area may be designated as Limited Common Area and Limited Common Area may be reassigned upon approval of the Board and the vote of Voting Members representing a majority of the total Class "A" votes in the Association, including a majority of the Class "A" votes within the Neighborhood(s) affected by the proposed designation or reassignment.

(b) Upon approval of a majority of Owners of Lots within the Neighborhood or other portion of the Property to which any Limited Common Area is assigned, including the written approval of any Builder who owns any Lot or has the right to purchase any Lot from Declarant in the Neighborhood, the Association may permit Owners of Lots in other Neighborhoods or portions of the Property, and/or may permit other Persons who are not Owners, to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expenses attributable to such Limited Common Area.

Section 9. Beau Shoals and Beaux Bridge Neighborhood Limited Common Area. Subject to the terms of Section 8 above in this Article, and notwithstanding any contrary or unclear indications on any Plat, the following Recreational Amenities (as identified on any Plat), if constructed, shall be Limited Common Area allocated for the exclusive use and enjoyment of the Beau Shoals and the Beaux Bridge Neighborhoods (and not by any Owners of Lots in any other Neighborhood): the "Kayak Barns and Community Dock" located or which may be located along Front Street and Shearwater Lane; and the "Great Lawn and Resort Pool" located or which may be located along Shearwater Lane. All costs associated with the maintenance, repair, replacement, insurance and operation of the foregoing Limited Common Areas, as well as reserves for the same, if any, shall be assessed only against the Beau Shoals Lots and the Beaux Bridge Lots as part of the Neighborhood Expenses under this Declaration.

Section 10. Beaufort East Village Neighborhood Limited Common Area. Subject to the terms of Section 8 above in this Article, and notwithstanding any contrary or unclear indications on any Plat, the following Recreational Amenity or Amenities (as identified on any Plat), if constructed, shall be Limited Common Area allocated for the exclusive use and enjoyment of the Beaufort East Village Neighborhood (and not by any Owners of Lots in other Neighborhoods): the "Cabana, Pool and Tot Lot" (inclusive of the cluster mailbox facilities therein) located or which may be located generally at the endpoint of Freedom Park Road in the Beaufort East Village Neighborhood. All costs associated with the maintenance, repair, replacement, insurance and operation of the foregoing Limited Common Areas, as well as reserves for the same, if any, shall be assessed only against the Beaufort East Village Lots as part of the Neighborhood Expenses under this Declaration.

Section 11. Stormwater Management. Except for maintenance responsibilities (i) placed on Owners by the Declaration and/or Legal Requirements, or (ii) assumed or undertaken by other Persons (for example, the City), the Association shall maintain the Stormwater Control Measures as part of the Common Expenses. As used in the immediately preceding sentence, the word "maintain" includes provision for maintenance of, which may include financial contributions toward maintenance of Stormwater Control Measures located on and/or shared with other properties not subject to the Declaration. Provided, however, such maintenance obligations shall cease and terminate, or be reduced proportionally, temporarily or permanently as applicable, at such time as the City or State, through a department of public works or some other agency or division, accepts responsibility to maintain, in whole or in part, the Stormwater Control Measures for the Properties, or some other Person is providing the necessary maintenance therefor (for example, pursuant to an agreement which requires monetary payments by the Association to the Person who is performing the maintenance). Following any such assumption of maintenance by the City, State or other Person, the Association may, without obligation, continue to provide maintenance to the extent that the City, State or other Person fails to provide adequate maintenance, in the opinion of the Board, and shall continue to provide maintenance for those portions of the Stormwater Control Measures with respect to which the City, State or such other Person has not assumed maintenance responsibility, or following termination of the City's, State's or such Person's maintenance responsibility. The Owner of any Lot on, over or through which any Stormwater Control Measures or portion thereof is located shall be responsible for the following with respect thereto: (i) mowing of grass with reasonable frequency, where applicable, unless the Association assumes such responsibility; and (ii) removal of debris and other materials to the best of the Owner's ability, where such debris or materials has impeded or threatens to impede the free flow of stormwater on, over or through the Stormwater Control Measures located on the Lot Such Owner's responsibility shall include notification of the Association of any defects in any fencing surrounding or within any such Stormwater Control Measures, any debris or other matter which the Owner reasonably believes is beyond the Owner's ability to remove, and any excessive erosion within any such Stormwater Control Measures. The Owner of a Lot on which a Stormwater Control Measure is located shall not obstruct it or interfere with its normal and intended operation. Notwithstanding anything to the contrary herein, each Owner of a Lot, and not the Association, shall be responsible for maintenance of all stormwater

drainage easements and stormwater management facilities located on and used exclusively in connection with such Owner's Lot or the improvements thereon, including guttering, and pipes and drains for transportation of stormwater from such Lot into any other Stormwater Control Measures. All issues as to whether a stormwater drainage easement or stormwater management facility is part of the Stormwater Control Measures for which the Association is responsible or whether it is the responsibility of an Owner shall be determined by the Declarant during the Development Period (unless Declarant assigns such right to the Board), and thereafter by the Board.

Declarant, during the Development Period, and thereafter, the Association, subject to any approval required by the City or State may grant, relocate, abandon and/or release one or more stormwater drainage easements in the Properties, subject to the following: (i) the grant of any such stormwater drainage easement also must be consented to in writing by the Owners of all portions of the Properties on which such stormwater drainage easement is located, unless the stormwater drainage easement is shown on a previously recorded plat of such portions of the Properties, in which event the consent of the Owners is not required and the Declarant or the Association, as applicable, may grant the stormwater drainage easement by written instrument, and the required Owner consent shall not be unreasonably withheld, delayed or conditioned; (ii) no such relocation, abandonment or release shall materially adversely affect the portions of the Properties on which the stormwater drainage easement then is located or the portions of the Properties served thereby, or if it does have such material adverse effect it is consented to in writing by the Owners of all portion of the Properties on which such stormwater drainage easement is located and which are served thereby, and the required Owner consent shall not be unreasonably withheld, delayed or conditioned; and (iii) no such grant, relocation, abandonment or release shall materially adversely affect the Stormwater Control Measures for the Properties. The provisions of this paragraph also are applicable to any access easement over any portion of the Properties that provides pedestrian or vehicular access from a public sheet right of way or other public easement or facility to and from any Stormwater Control Measures.

With respect to its obligations under this Section, the Association shall pay, post, provide for or comply with all bonds and other financial obligations under Legal Requirements, Stormwater Agreements, and/or other agreements related to Stormwater Control Measures that are executed by the Association (or, during the Development Period, by the Declarant on behalf of the Association or for later assignment to the Association), and the Association (and, during the Development Period, the Declarant on behalf of the Association) may enter into Stormwater Agreements and/or other agreements and amend, add to, or supplement existing Stormwater Agreements and other agreements (and when Stormwater Agreements or other agreements are referred to in this Section, the reference includes amendments, additions, and supplements thereto), with the City, State another association that exists for purposes similar to those of the Association, or any other Person with respect to inspecting, monitoring, measuring, testing, collecting, controlling, transporting, conveying, handling, storing, discharging, operating and managing any part or all of the stormwater on, to, or from the Properties and/or any or all of the Stormwater Control Measures for the Properties, whether such Stormwater Control Measures are located within or outside of the Properties. Such Stormwater Agreements and other agreements shall be binding on all Owners (or, with respect to Limited Common Property, all Owners to whose portion of the Properties such Limited Common Property is assigned), and may require payments from the Association or the Owners whose Lots are served by the applicable Stormwater Control Measures for the services provided by the City, State or such other Person in inspecting, monitoring, measuring, testing, collecting, controlling, transporting, conveying, handling, storing, discharging, operating or managing any part or all of such stormwater and/or Stormwater Control Measures, and such Stormwater Agreements and other agreements may include all other terms and obligations required by Legal Requirements. In connection with the foregoing purposes expressed in this paragraph, the Association (and, during the Development Period, the Declarant on behalf of the Association) may grant rights over, in, under, upon and through any and all stormwater drainage easements in the Properties, and may grant

rights over, in, under, upon and through all easements in the Properties that provide pedestrian and/or vehicular access from a publicly dedicated street right of way to and from stormwater drainage easements and/or Stormwater Control Measures. Provided, however, during the Development Period no such Stormwater Agreement or other agreement shall be valid unless the same shall have been consented to in writing by the Declarant.

In recognition of the fact that different Stormwater Control Measures may be necessary or desirable for different portions of the Properties (for example, because of the topography of the different Neighborhoods or phases of the Properties, as different portions of the Properties are developed it may be desirable for a portion of the Properties to have Stormwater Control Measures separate from and/or in addition to, other Stormwater Control Measures in or serving other portions of the Properties and it may be desirable for other portions of the Properties to utilize Stormwater Control Measures located outside of the Properties), and in further recognition of the desire of the Declarant for the provisions of the Declaration to be as flexible as reasonably necessary in order to maximize the benefit to the Properties of having or using one or more Stormwater Control Measures in accordance with sound engineering practices and approvals by the City or State, in fulfilling its obligations under the Declaration the Association (or, during the Development Period, the Declarant on behalf of the Association or for later assignment to the Association) may enter into different Stormwater Agreements and other agreements for different portions of the Properties, and/or may amend, add to, or supplement existing Stormwater Agreements, subject to all of the other terms of the Declaration. It further is recognized and contemplated by the Declaration that if such multiple Stormwater Control Measures and/or Stormwater Agreements or other agreements are determined to be necessary or desirable: (i) the costs of maintaining such Stormwater Control Measures and/or funding such Stormwater Agreements or other agreements may be different for different portions of the Properties and annual assessments and/or stormwater assessments (as defined herein) may be different for Lots in different portions of the Properties (for example, there may be different portions of the Subdivision that have different Stormwater Control Measures or different portions of the Subdivision that share some of the same Stormwater Control Measures but also have one or more separate Stormwater Control Measures); and (ii) some Stormwater Control Measures may be classified as Limited Common Property (and during the Development Period Declarant has the right to designate Stormwater Control Measures as Limited Common Property, including existing and new Stormwater Control Measures in the Properties as well as existing and new Stormwater Control Measures associated with Additional Property).

Declarant hereby informs all Owners and other Persons who may from time to time deal with or come in contact with the Properties, that as stormwater drains from the Properties or other properties into any of the Stormwater Control Measures for the Properties, it is possible that substances or materials that may be classified or regulated as "hazardous substances" or "toxic substances" or other regulated substances or materials under Legal Requirements relating to the environment, may flow through and/or accumulate in such Stormwater Control Measures. Accordingly, each Owner and other Person assumes the risk that such flowing through and/or accumulation may occur. In addition, each Owner further acknowledges that if it becomes necessary (as determined by Legal Requirements or by the Board) for such substances to be removed from the Stormwater Control Measures or otherwise handled in accordance with Legal Requirements, and for such Stormwater Control Measures to be cleaned-up following such removal or other handling, that the costs associated with such removal, handling and/or clean-up are Common Expenses, and that an additional assessment may be required to pay for such removal and/or resultant clean-up of the Stormwater Control Measures.

Declarant may assign to the Association, and the Association shall accept front Declarant the assignment of, all obligations of the Declarant under: Stormwater Agreements and other agreements entered into by the Declarant with respect to Stormwater Control Measures for the Subdivision, provided the Declarant has performed, or made adequate provision for the performance of all obligations, if any,

specifically required of the Declarant under the Stormwater Agreement or other agreement being assigned to the Association. The provisions of this Section shall be construed liberally in order to allow the Declarant and the Association, on behalf of the Subdivision and all Owners, the necessary flexibility to comply with all Legal Requirements with respect to stormwater, including the execution of Stormwater Agreements or other agreements with the City, State or other Persons and the granting of easements to the City, State or other Persons.

Section 12. Impervious Surface and Built Upon Area. The Reviewer shall (i) review, approve or disapprove all development plans, and (ii) in its sole discretion review, approve or disapprove all new construction on any Lot and any additions to existing Improvements on any Lot, for the purpose of maintaining compliance with the permitted limits, including any impervious surface requirements, for any built upon area (the "BUA Limits") within the Community as may be required by any applicable Governmental Authority. Any Plans must include and show any and all proposed built upon areas. The ACC shall keep records of all Approved Plans and shall make such records available to the North Carolina Department of Environmental Quality upon written request, all in accordance with the Governing Documents. Approval of any Plans shall not relieve the Owner, Builder or applicant from any obligation and responsibility to comply with all Legal Requirements with respect to any BUA Limits. The Association shall have the right but not the obligation to use permeable pavement or permeable concrete for driveways, parking pads, alleys and parking lots in the Common Areas within the Community to comply with any BUA Limits required by the applicable Governmental Authority for development of the Community.

ARTICLE IV
EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Easements and Agreements Regarding Association Property. All Common Areas, including Limited Common Areas, shall be subject to, and Declarant and the Association do hereby reserve or grant, as applicable, the following easements:

(a) Use of Common Areas. An easement in favor of Declarant and any Builder for the exclusive use of such portions of the Common Areas, including, but not limited to any recreational facilities on the Common Area, as may be reasonably desirable, convenient or incidental to the construction and installation of improvements on, and the marketing or sale of; any Lots, including, but not limited to, sales and business offices, storage areas, construction yards and signs. Such easements shall be exercisable by any and all Persons whom the Declarant or any Builder shall authorize to exercise the same, including, without limitation, real estate sales agents and brokers, and their subcontractors, of residences upon the Lots, irrespective of whether such persons are affiliated with the Declarant or any Builder. Such easements shall exist notwithstanding any provision of this Declaration which might be construed to the contrary, but shall terminate two (2) years after the later of the end of the Development Period or the date that all of the Lots are Improved Lots. Such easements shall and do exist without affecting the obligation of the Owner of any Lot to pay assessments or charges coming due during such period of time as portions of the Common Areas shall be used by authorized persons pursuant to the exercise of the easements herein stated.

(b) Declarant Activities. Notwithstanding any provision contained in this Declaration, the Bylaws or the Articles of Incorporation to the contrary, or any amendments thereto, until the expiration of the Development Period, Declarant expressly reserves for itself, and any Builder, and any Person authorized by Declarant or any Builder, in the sole discretion of the Declarant or Builder (as applicable) and without payment of any fee or charge or compensation to any Person for doing so, the right to do any and all of the following, which right also includes the right of vehicular and pedestrian access, ingress, egress and regress over any portion of the Property reasonably necessary for the exercise of the

right to: (i) tie into any portion of the Property with driveways, parking, areas, and walkways; (ii) tie into and/or maintain any device which provides utility or similar service including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under, or over the Property; (iii) carry on sales, marketing, and promotional activities on the Property; (iv) construct and operate business offices, signs, construction trailers, and model residences; and (v) maintain and carry on, upon such portion of the Property as Declarant or any Builder (as applicable) may deem necessary, such facilities and activities as may reasonably be desired by the Declarant, Builder, and such authorized Persons. The rights of Declarant, Builder, and any Person approved by Declarant under this subsection shall further specifically include, without limitation, the right to keep entrances to the Property unlocked and open during the sales office hours.

Section 2. Easements Over All Lots. The Lots shall be subject to, and the Declarant does hereby grant, the following non-exclusive perpetual and temporary easements for the enjoyment of Declarant, the Association, any Builders, and any subcontractors authorized by Declarant or Builder, the Members, the Owners, and the successors-in-title of each:

(a) Easements Shown on Plats. Each portion of the Property shall be subject to all easements, borders, setbacks, buffers and other matters which are shown and depicted on the Plats as affecting and burdening such portion of the Property.

(b) Entrance Monuments. Any Lot on which an entrance monument, sign, or other improvement (including landscaping, walls, fences) related to such entrance monument or sign is located, or on which there is an easement reserved for any such entrance monument, sign, or other improvement, shall be subject to a perpetual easement in favor of the Association (and during the Development Period the Declarant) for maintenance of such entrance monument or sign and related improvements which are or will be located on said Lot. The Owners of these Lots shall not remove, camouflage, damage or otherwise alter in any way said entrance monuments or sign and related improvements. These same Lots shall also be subject to a temporary easement for real estate sales signs which shall be exercisable by any and all persons who the Declarant shall authorize to exercise the same, including, without limitation, real estate sales agents and brokers and Builders of residences upon the Lots, irrespective of whether such persons are affiliated with the Declarant. Such temporary easement shall exist notwithstanding any provision of this Declaration which might be construed to the contrary, but shall terminate thirty (30) days after all Lots in the Community are Improved Lots.

(c) Entry. Each Lot shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go upon such Lot under such circumstances and for such purposes as are described elsewhere in this Declaration.

(d) Encroachments. Reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, are hereby established between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three feet, as measured horn any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the pad of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

(e) Maintenance. Each Lot shall be subject to a perpetual easement in favor of the Association and its contractors for the maintenance of the Lots as provided for in the Article entitled "General Maintenance and Neighborhood Maintenance" herein.

(f) Private Streets. All Lots shall be subject to a perpetual easement in favor of the Association and all other Lot Owners for maintenance, management, repair, landscaping, and non-exclusive use and enjoyment of the private streets, lanes, drives and alleyways which are located on the Property, as shown on the Plats, whether said streets and drives are located in the Common Areas or are located on Lots. This easement right includes the right of contractors engaged by the Association to enter upon the Lots from time to time as necessary in order to perform such repair and maintenance work. The Owners of the Lots shall not impair access to, or otherwise alter in any way, said street and drives. The Association shall also have the right, but not the obligation, to cut, remove and plant trees, shrubbery and flowers along said streets, drives and alleyways.

(g) Slope Control. Each Lot shall be subject to an easement in favor of the Declarant, the Association, Builders, and subcontractors, as well as any Governmental Entity for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity that might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow.

(h) Surface Water Drainage. Each Lot shall be subject to a perpetual easement in favor of the Association and all other Lots for the drainage of surface waters over and across such Lot.

(i) Utilities. Each Lot shall be subject to a perpetual easement in favor of the Declarant, the Association, Builders, and subcontractors, as well as any Governmental Entity or public utility company who installs, provides, or maintains such services, for the erection, installation, construction and maintenance of wires, lines, conduits, attachments, and other facilities and equipment, both above and below ground, in connection with the transmission of electricity, gas, water, telephone, community antennae or satellite dish, television cables, systems for sending and receiving data and/or other electronic signals, security and similar systems, and other utilities. The easement rights to which the Lots shall be subject shall include the right of employees, agents or contractors engaged by the Declarant, or any Builder, the Association, the City, or the applicable utility company, to enter upon said Lots from time to time as necessary in order to perform repair and maintenance work and to read utility meters. The Association shall be responsible for the maintenance and management of the private water and sewer facilities, if any, located on or under the Common Areas.

Section 3. Specific Easements. Declarant reserves for itself, during the Development Period, the non-exclusive right and power to grant and record such specific easements as may be necessary, in Declarants sole discretion, in connection with the orderly development of any portion of the Property. The Association (with respect to Common Area) or the Owner of any Lot to be burdened by any easement granted pursuant to this subsection shall be given written notice in advance of the grant and if any such easement burdens any portion of the Property owned by a Builder, then such Builder's written consent shall be required to grant such easement. The location of the easement shall be subject to the written approval of the Association or other Owner of the burdened property, which approval shall not unreasonably be withheld, delayed, or conditioned.

Section 4. Minimal Interference. All work associated with the exercise of the easements described in this Article shall be performed in such a manner as to minimize interference with the use and enjoyment of the portions of the Property burdened by the easement. Upon completion of the work,

the Person exercising the easement shall restore the affected portions of the Property, to the extent reasonably possible, to the same or better condition in which it was in immediately prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into any Dwelling or other structure on any Lot or the Common Area, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

Section 5. Easements for Maintenance, Emergency, and Enforcement. Easements are hereby established for the Association over the Property as may be reasonably necessary to enable the Association to fulfill its maintenance responsibilities under the Declaration. The Association also shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce the Governing Documents. The Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Section 6. Use Easements. A "Use Easement" shall be established upon all Lots shown and depicted on a Plat that contain a point on an interim lot line designated as a "Use Easement Point". Said Use Easement shall extend from said Use Easement Point along a line parallel with the right-of-way line or parallel with the chord bearing of the arc of the street upon which said Lot fronts to the foundation of the residence constructed nearer to said Use Easement Point, thence, with said foundation wall, and extending beyond said foundation wall to the rear lot line of the Lot, thence, with the near lot line to the interior lot line, thence with said interior lot line, back to the Use Easement Point

The Use Easements established hereby shall be perpetual and shall be for the benefit of the Owner of the Lot adjacent to said easement for ingress, egress and regress over and upon said easement and for purposes of making landscape and hardscape improvements thereupon as may be approved by the ACC. Any improvements placed upon the Use Easement shall be upon the express condition that said improvements must not be attached to any structures on the servient Lot nor made in such a manner as to cause damage to the property of the Owner of the servient Lot and must not be located in such a manner so as to prevent the Owner of the servient Lot from having unimpeded access to the structure(s) upon his Lot for purposes of maintenance and repair. Further, said improvements must be maintained by the party making said improvements. In the event the Owner of the dominant Lot fences in the Use Easement area, a gate must be erected along the side lot line of the Owner of the servient Lot for access purposes.

Section 7. Cemetery Lot. In the event that any Lot (or portion of the Lot) in the Beaux Bridge Neighborhood is identified as cemetery, then the cemetery thereon shall be maintained and insured by the Association as though it was a Common Area under this Declaration, and all easement rights as described in this Article are hereby reserved as reasonably necessary (and as likewise shown on the Plat if shown) , 1) to allow Declarant and the Association access to the cemetery for maintenance purposes, and ii) to allow access for visitation to the cemetery by anyone wishing to visit the deceased who have been buried therein. The cost of maintenance and insurance of any such cemetery as described herein, if any, will be a Common Expense of the Association with assessments from all Owners going towards the expense (not just those in the Beaux Bridge Neighborhood).

ARTICLE V
THE ASSOCIATION

Section 1. The Association. Declarant has caused or will cause the Association to be formed,

and the Association does or will exist under its Articles of Incorporation and Bylaws. The Association is and shall be responsible for the maintenance of the Common Area including all Limited Common Area, the enforcement of the covenants and restrictions set forth in this Declaration, and the performance of such other duties and services as are required of the Association under the Governing Documents or as the Board of Directors shall deem to be in the best interests of the Members or applicable portion of Members of the Association. The Association shall have all rights and powers reasonably necessary to provide the services and perform the obligations and functions required of it by the Governing Documents.

Section 2. Membership. Each and every Owner of a Lot is a Member of the Association, with classes of membership as provided herein, and, by execution of the Declaration or by acceptance of a deed conveying to such Owner title to any Lot, each Owner consents to be a Member of the Association and to be subject to the terms of the Governing Documents. Membership shall be appurtenant to and may not be separated from ownership of the Lot. An Owner's membership in the Association automatically terminates whenever such Person ceases to be an Owner, and Declarant shall be the Class B Member at all times that Declarant owns at least one (1) Lot (which may consist of any unsubdivided land owned by Declarant if Declarant owns no other Lots in the Properties). Termination of membership shall not release or relieve any such Owner from any liability or obligation incurred under the Declaration during the period of such Owner's membership in the Association, nor impair any rights or remedies which the Association
or any other Owner has with respect to such former Owner.

Section 3. Classes of Membership Voting Rights. The Association initially shall have two classes of voting membership: Class A and Class B.

(a) Class A. The Class A Members shall be all those Persons holding an interest required for membership in the Association, as specified in this Article, except for those Persons who are Class B Members. Until such time as the Class A Members shall be entitled to full voting privileges, as hereinafter specified, the Class A Membership shall be a non-voting membership except as to such matters and in such events as are hereinafter specified.

The Class A Members shall be entitled to full voting privileges on the earlier of the following dates to occur: (i) the date which the Declarant may so designate by notice in a writing delivered to the Association, or (ii) the end of the Development Period. Provided, however, prior to entitling Class A Members to full voting privileges, in any such notice delivered by Declarant to the Association, Declarant may entitle Class A Members to limited voting privileges, subject to such terms and conditions as Declarant, in its sole discretion, determines (provided, however if not sooner granted, the Class A Members shall have full voting privileges upon the expiration of the Development Period). Until the earlier of these dates occurs, the Class A Members shall be entitled to vote only on matters for which it is provided by law that approval of each and every class of membership of the Association is required. When entitled to vote, Class A Members shall be entitled to cast one (1) vote for each Lot in which they hold an interest required for membership regardless of the number of Class A Members who own the Lot; in no event will more than one (1) vote be cast per Lot.

(b) Class B. Declarant shall be the only Class B Member. Class B membership shall be a full voting membership and, during its existence, the Class B Members shall be entitled to vote on all matters and in all events. During all times that the Class B membership exists the Class B Member is the only Member eligible to vote on Association matters, unless a Legal Requirement requires that all Members have a right to vote. With respect to each Association matter on which all Members are eligible to vote, the Class B Member has ten (10) votes for each Lot owned by Declarant and ten (10) votes for each Lot owned by a Person other than Declarant. Any one or more times that the Class B

membership terminates because Declarant owns no Lots, and Declarant later acquires ownership of one or more Lots, the Class B membership shall be reinstated until such time as Declarant again owns no Lots. With respect to any Additional Property annexed to this Declaration by Declarant, Declarant may provide for such additional Class B Member votes in the Association as Declarant determines, in its sole discretion, and such additional Class B Member votes in the Association shall be added to the other Class B Votes in the Association possessed by Declarant to determine the total number of Class B Member votes in the Association. Provided, however, if no specific Class B Member votes is provided by Declarant for Additional Property annexed to this Declaration, Declarant shall have ten (10) votes for each Lot owned by Declarant and ten (10) for each Lot owned by a Person other than Declarant. At such time as the Class A Members shall be entitled to full voting privileges, as provided in paragraph (a) hereof, the Class B membership shall automatically terminate and cease to exist, and the Class B Member shall be and become a Class A Member insofar as it may then hold any interest required for membership.

(c) In recognition of the different character and intended use of Additional Property that is annexed to this Declaration, or of portions of the Property previously subjected to this Declaration whose character and intended use changes subsequent to being subjected to this Declaration, during the Development Period Declarant, in its sole discretion, may, by Annexation Declaration or Supplemental Declaration, create additional classes of membership for the owners of Lots within any such Additional Property being annexed to this Declaration or within any such portion of the Property that previously has been subjected to this Declaration. These classes of Members shall have such rights, privileges and obligations as specified in such Annexation Declaration or Supplemental Declaration, including votes in the Association that are different from votes allocated to previously existing classes of Members, and including liabilities for assessments that may be different from the liabilities of previously existing classes of Members.

Section 4. Suspension of Membership Rights. The membership rights of any Member of the Association, including the right to vote, may be suspended by the Board of Directors pursuant to the authority granted in the Bylaws. Any such suspension shall not affect such Members obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the Member's Lot in favor of the Association for unpaid assessments or other obligations under the Governing Documents.

Section 5. Meetings of the Membership. All matters concerning the meetings of Members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to Members, the quorum required for the transaction of business at any meeting, and the vote required on any matter, shall be as specified in the Governing Documents or Legal Requirements.

Section 6. Exercise of Voting Rights. The exercise of voting rights shall be governed by the Articles and/or Bylaws of the Association, as applicable, including quorum requirements and exercise of voting rights by written consent or other method allowed in the Articles and/or Bylaws instead of a vote at a meeting of the Association, or by any combination of voting at a meeting and other method of voting as allowed in the Articles and/or Bylaws. Any provision of this Declaration or other Governing Documents that refers to a vote of the membership of the Association shall not preclude the exercise of voting rights by such other methods. When there is more than one Owner of any Lot, all such Owners shall be Members and the voting rights allocated to their Lot shall be exercised as they, among themselves, determine (subject to any applicable provisions of the Articles or Bylaws), but fractional voting of the votes allocated to such Lot shall not be allowed.

Section 7. Association Acts Through Its Board of Directors. Whenever approval of, or action or inaction by, the Association is referred to or called for in this Declaration, such action, inaction or

approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws with respect to such action, inaction or approval that the Members of the Association must vote. No member of the Board of Directors of the Association or any officer of the Association (including, without limitation, any such individual who shall have been elected by a vote of the Class B Member) shall be personally liable to any Owner of any Lot for any mistake of judgment or for any other act or omission of any nature whatsoever while acting in the capacity of a member of the Board, officer of the Association, or member of a committee appointed by the Board, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud. The foregoing shall not preclude such Person who also is the Owner of a Lot from being liable for matters in the same manner and to the same extent as Owners of other Lots with respect to matters not related to such Person's actions as a member of the Board, officer of the Association, or member of a committee appointed by the Board.

Section 8. Professional Management. The Association may, but shall not be obligated to, obtain and pay for the services of any Person to manage the affairs of the Association, or any part thereof, as the Board of Directors deems to be in the best interests of the Association. The Board may delegate such authority to such Person, and authorize such Person to act on behalf of the Association, as the Board determines in the exercise of its discretion.

Section 9. Period of Declarant Control. During the Development Period, the Declarant shall be entitled to appoint, remove, and replace all of the directors of the Board and the officers of the Association, or Declarant may authorize one (1) or more directors of the Board to be elected by the Class A Members of the Association, upon such terms and conditions as Declarant, in its sole discretion, determines. Notwithstanding the previous sentence, for any period of time that Lennar is the Owner of a Lot in the Community or has the right to purchase a Lot in the Community from Declarant, Lennar shall be a director of the Board; provided, however, Lennar shall automatically be removed as a director of the Board (i) for any period of time Lennar is in default beyond an applicable cure period pursuant to that certain Amended and Restated Agreement for the Purchase and Sale of Real Property dated August 4, 2016, as may be further amended and supplemented (or extended) from time to time, by and between Lennar and Declarant (and Lennar shall automatically be reinstated as a director of the Board upon the cure of such default) or (ii) if Lennar is not an Owner of a Lot in the Community and does not have the right to purchase a Lot in the Community from Declarant. Quorum requirements at any meeting of the Association or the Board are not applicable to Declarant's right to appoint, remove, or replace directors and officers.

ARTICLE VI
ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation. Each Owner, by acceptance of a deed or other conveyance for a Lot, covenants and agrees to pay to the Association all assessments and charges which are levied by the Association against the Lot(s) owned by such Person in accordance with the terms and provisions of the Act or the Governing Documents. All assessments and charges shall be established and collected as hereinafter provided. All assessments and charges remaining unpaid for a period of thirty (30) days or longer, together with the costs of collection thereof, including reasonable attorneys' fees, shall constitute a lien on the Lot against which they are assessed or charged from the time of the filing of a lien in the office of the Clerk of Superior Court of Carteret County, North Carolina, and shall be the personal and continuing obligation of the Person who was the Owner of such Lot at the time when the assessment or other charge first became due and payable. An Owner's personal obligation for payment of such assessments and other charges shall not become the personal obligation of a subsequent Owner unless expressly assumed by the subsequent Owner, although the lien shall continue against the Lot until the amounts due are paid, as the covenant to pay assessments herein stated

is and shall be a covenant running with land.

No Owner shall be exempt from liability for any assessment provided for herein by reason of non-use of the Common Area or such Owner's Lot, or abandonment of a Lot, or temporary unavailability of the use or enjoyment of the Common Area. No Owner shall be relieved of, or released from, the obligation to pay assessments and other charges under the Governing Documents because of any resignation or attempted resignation by such Owner of membership in the Association while such Owner owns a Lot, or because of any suspension of such Owner's membership or membership rights in the Association as allowed under the Governing Documents.

If necessary to establish the right to collect reasonable attorneys' fees under the Declaration, any obligation of an Owner to pay assessments or other charges or monetary obligations under the Declaration shall constitute evidence of indebtedness for the purpose of establishing under Section 6-21.2 of the North Carolina General Statutes (or any successor statute) the right to collect reasonable attorneys' fees in any action or proceeding to enforce or collect payment of such obligation. Provided, however, the foregoing sentence specifically is intended to supplement, and not to interfere, limit, invalidate or be in conflict with, any provisions of the Act with respect to reasonable attorneys' fees.

Section 2. Purposes of Assessments. The assessments levied by the Association pursuant to this Article shall be used to pay the Common Expenses and other charges as required or allowed by the Declaration. Without limiting the generality of the foregoing, the Association may assess the following types of assessments for payment of the Common Expenses: (i) annual assessments; (ii) working capital assessment; (iii) stormwater assessments; (iv) special assessments for capital improvements or other matters as set forth herein; (v) special individual assessments levied against an Owner to reimburse the Association for maintenance expenses resulting from the failure of such Owner to maintain adequately that Owner's Lot, or for damages to Common Elements, or for such other purposes as stated herein; (vi) architectural review fees and costs as specified herein; (vii) fines for violations of Restrictions and Rules and/or Association rules and regulations with respect to use of the Common Elements; (viii) late payment penalties and interest on unpaid assessments and other charges; and any other assessments, if any, for any/all of the following purposes: (1) costs and expenses incurred by the Association in connection with the maintenance of the Common Area and the Association's other operations; (2) payment of the premiums for all fidelity bonds which shall be obtained by the Association; (3) the payment of the fees of such management firms as the Board of Directors shall employ; (4) payment of fees for the provision of such professional services as the Board of Directors shall determine to be required by the Association, including but not limited to legal, accounting and architectural services; (5) loans to the Association for construction of the Recreational Amenities; and (6) other charges imposed under authority contained in the Act (specifically including all fees allowed under Section 47F-3-102 of the Act) or Governing Documents (architectural review fees, fines, penalties, interest and other fees and charges all being referred to herein collectively as "other charges"), and, in addition to such assessments and other charges, to pay all costs, fees and expenses, including reasonable attorneys' fees, incurred by the Association in enforcing or collecting any of the foregoing assessments or other charges against such Owner or the Lot of such Owner; and (7) such other purposes as the Board of Directors shall deem necessary or desirable to promote the health, safety and welfare of the Association and its Members.

All assessments and other charges collected by the Association shall be the separate property of the Association. As assessments and other charges are paid to the Association by Owners, such funds may be commingled with assessments and other charges paid to the Association by other Owners. No Member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer, such Member's interest in the assets of the Association, except as an appurtenance to the Lot owned by such Member. When any Owner ceases to be a Member of the Association, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association or any portion

thereof which may have been paid to the Association by such Owner or acquired with any funds paid to the Association by such Owner.

Section 3. Commencement and Liability for Payment. The assessments provided for herein shall commence as to a Lot on the date that a Lot becomes an Improved Lot and is owned by a Person who is not the Declarant or a Builder (it being express that Builders shall pay no assessments of any kind hereunder for Lots owned by Builders) with all Improved Lots owned by the same class of Members of the Association being assessed equally, except for any additional assessments that may be required to pay Neighborhood Expenses associated with a Lot which such assessments shall only be assessed against those Lots in the Neighborhood benefitted by the Neighborhood Expenses. The Annual Assessment for any Lot that first commences with respect to such Lot on any day other than the first day of the applicable fiscal year of the Association is determined for that first fiscal year by multiplying the applicable Annual Assessment amount by a fraction whose numerator is the number of days remaining in that fiscal year from and after the day on which it becomes a Lot and whose denominator is the total number of days in that fiscal year.

Section 4. Operating Budget and Annual Assessment. For the fiscal year beginning on such date as the Board shall determine in its sole discretion and for subsequent fiscal years, the Board shall adopt for each fiscal year a proposed "annual operating budget", also referred to herein as the "budget", containing an estimate of the total amount believed to be necessary to pay all of the Common Expenses for that fiscal year (including, at the Board's discretion, estimated amounts for unexpected contingency items). Based on such proposed budget, the Board shall determine the amount to be assessed against each Lot for that fiscal year to fully fund the proposed budget, such amount being referred to herein as the "annual assessment". In adopting a proposed budget and annual assessment, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the applicable fiscal year. In the Board's discretion, a proposed budget may include a provision that allows the Board to assess and collect from the Owners during the applicable fiscal year, without the necessity of revising the budget and holding a meeting of the membership of the Association to vote on ratification of the revised budget, one or more additional annual assessments, not to exceed a total amount as specified by the Board, as necessary to pay for Common Expenses that exceed the budgeted amount and/or new or unexpected additional Common Expenses incurred during the applicable fiscal year.

Within thirty (30) days after adoption of the proposed budget, the Board shall provide a copy or summary of the proposed budget and annual assessment to all Members (a copy or summary provided to any one (1) of multiple Owners of a Lot is deemed to be provided to all Owners of such Lot), together with a notice of the annual or special meeting of the Association at which ratification of such proposed budget will be considered, including a statement that the proposed budget may be ratified without a quorum for the meeting. The annual or special meeting at which ratification of the proposed budget is to be considered shall be held not less than ten (10) days nor more than sixty (60) days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting at which ratification of the proposed budget is to be considered (although if other matters are to be considered at such meeting applicable quorum requirements are in effect with respect to those other matters). The budget is ratified unless rejected at that meeting as follows: (i) if the proposed annual assessment does not exceed the annual assessment for the immediately preceding fiscal year by more than 50%, the budget is ratified unless Members possessing ninety percent (90%) or more of the total number of votes in the Association reject it; (ii) if the proposed annual assessment per Lot exceeds the actual annual assessment per Lot for the immediately preceding fiscal year by more than 50%, the budget is ratified unless Members possessing sixty-seven percent (67%) or more of the total number of votes in the Association reject it. In the event that the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the

Board Of adopted by the Members.

Beginning with the annual assessment for the first fiscal year as the Board shall determine in its sole discretion, the Association shall send written notice of each annual assessment to the Members of the Association (for purposes of notice of all assessments under the Declaration, notice sent to any one (1) of multiple Owners of a Lot is deemed to be notice sent to all of such Owners) not less than thirty (30) days in advance of the payment due date specified in the notice (which shall not be earlier than the first day of the applicable fiscal year), which written notice may be in the form of an invoice for the annual assessment, or which written notice may be included in the notice of the meeting to vote on the proposed budget. The failure of the Board to establish the amount of any annual assessment or send timely notice as required herein shall not constitute a violation, waiver or modification of the provisions of the Declaration, or a waiver of the Board's right to establish and collect the annual assessment at any time during the fiscal year to which it is applicable, or a release of any Member from the obligation to pay the assessment or any installment thereof for that or any subsequent fiscal year. Until the Board has established an annual assessment for a fiscal year, the annual assessment for the immediately preceding fiscal year shall continue in effect, but when the new annual assessment is established, it shall be retroactive to the first day of the applicable fiscal year, and notice of same shall be sent to the Members not less than thirty (30) days in advance of the payment due date specified in the notice. If the annual assessment for any fiscal year has not been established by the last day of the immediately preceding fiscal year, the Board may send a notice of assessment to the Members for the amount of the immediately preceding fiscal year's annual assessment, together with notice that a new assessment may be established for that fiscal year that may require an additional payment. Once the new annual assessment is established, any additional amount owed is due and payable by the payment due date specified in a supplemental notice to the Members sent not less than thirty (30) days in advance of the payment due date specified in the supplemental notice.

During any fiscal year, the Board may revise the budget and adjust the annual assessment (including the maximum amount of any additional annual assessment), subject to the same notice and ratification requirements as those applicable to the initial budget for that fiscal year. Upon ratification of a revised budget, it shall replace all previously ratified budgets for the applicable fiscal year.

Section 5. Special Assessments. In addition to other authorized assessments, the Association may levy "special assessments" during any fiscal year to pay for any or all of the following: (i) unbudgeted Common Expenses; (ii) Common Expenses in excess of those budgeted; or (iii) the costs of any capital improvements or capital repairs. No special assessment shall be imposed unless approved by the affirmative vote of fifty percent (50%) or more of the votes cast by the Members present at a meeting of the Association and, during the Development Period, the written consent of the Declarant. Notices for all meetings of the Association at which there is to be a vote on a special assessment shall include notice of the purpose and amount of the proposed special assessment. A special assessment is effective on the later of the date it is approved by the Members or Declarant (if such approval is required), or such later date adopted by the Members in the vote approving the special assessment, and is due and payable as established by the vote of the Members approving the special assessment, or, if not established by such vote of the Members, as established by the Board. Each Lot shall be liable for the payment of an equal share of every special assessment which shall be levied by the Association pursuant to the provisions of this section.

Section 6. Specific Assessments. The Board may levy specific assessments against individual Owners (i) for the purpose of paying for the costs of any construction, reconstruction, repair or replacement of any damaged component of the Common Area, or of any monument, landscaping, detention pond or other thing maintained by the Association, which is occasioned by the acts of individual Owners(s) and not the result of ordinary wear and tear or (ii) for the payment of fines,

penalties or other charges imposed against an individual Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws, or any rules or regulations promulgated hereunder; provided, that Declarant shall not be obligated to pay any specific assessments. Failure of the Board to exercise its authority under this section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this section in the future with respect to any expenses.

Upon the establishment of a specific assessment under this section, the Board shall send written notice of the amount and due date of such specific assessment to the affected Owner (s) at least thirty (30) days prior to the date such specific assessment is due.

Section 7. Neighborhood Assessments. The Board may specifically assess Owners of Lots within Neighborhoods for Neighborhood Expenses as follows: (a) expenses of the Association which benefit all of the Lots in a Neighborhood but not the Lots in other Neighborhoods may be specifically assessed equitably among all of the Lots in such Neighborhood according to the benefit received; and (b) expenses of the Association which benefit all Lots in a Neighborhood, but which do not provide an equal benefit to all such Lots, may be assessed equitably among all Lots in the Neighborhood according to the benefit received.

Neighborhood Expenses shall be budgeted and Neighborhood Assessments shall be determined subject to the same procedures in this Declaration for establishing budgets for Common Expenses and determining annual assessments and special assessments to pay for Common Expenses.

Section 8. Special Assessment for Working Capital Reserve. Upon the first transfer of title to an Improved Lot, but not thereafter, there shall be levied against such Improved Lot and paid to the Association by the transferee of said Improved Lot a special assessment in such amount as the Association shall determine in its sole discretion (which amount may differ from Neighborhood to Neighborhood and among types of Lots [Townhome or detached Dwelling Lots]; for example Townhomes may have higher initial assessments for capital reserves if it is expected that higher levels of capital maintenance is required to support Townhome obligations of the Association). The Association shall use all special assessment payments which shall be so received by it pursuant to this section to establish a working capital reserve fund for use in connection with capital repairs and capital improvements, and some portion of the same may be allocated towards Neighborhood Expenses (within the Neighborhood in which the Lot for which the assessment is being paid is located).

Section 9. Collection of Assessments; Penalties for Late Payment.

(a) Assessments may be collected on a monthly, quarterly, annual or other basis, as determined from time to time by the Board, with the payment due date to be specified in the notice of the applicable assessment. The billing schedule and payment due date shall be the same for all Owners. Provided, however, the Board has the power, in its sole discretion and upon such terms as the Board deems appropriate, to allow percentage discounts to Owners who pay assessments earlier than the payment due date therefor; provided, however, all such discounts shall be made available and applied uniformly to all Owners.

(b) Subject to any limitations contained in the Declaration, other Governing Documents, or any Legal Requirement, the Board has the authority to establish the payment due dates, interest rate on unpaid amounts, and penalties for late payment of assessments and other charges. Assessments and other charges not paid by the payment due date shall bear interest at a rate equal to the lesser of (i) eighteen percent (18%) per annum, or (ii) the highest lawful rate under Legal Requirements, or (iii) the amount, if any, established by the Board (or, in the absence of any amount being established by the

Board, the lesser amount otherwise established by this subsection). In addition to the obligation to pay the assessment and other charges and interest charges thereon, the defaulting Owner also shall pay all of the Association's costs and expenses of collection thereof, including reasonable attorneys' fees.

(c) The Board may authorize a management company or other billing agent, on behalf of the Association, to bill and collect all assessments and other charges payable under the Declaration.

Section 10. Certification of Assessments Paid. The Association, or any property manager or agent authorized by the Association, upon written request, shall furnish to any Owner or such Owner's authorized agents, a certificate signed by an officer of the Association or other Person authorized by the Board to give such certificate setting forth whether or not and through what date the assessments and other charges against that Owner's Lot have been paid, and the amount of any unpaid assessments or charges. The certificate shall be furnished within ten (10) business days after receipt of the request therefor and is binding on the Association, the Board and every Owner. The Association or property manager or agent authorized to furnish the certificate may charge a reasonable fee for furnishing the certificate as established or approved by the Board.

Section 11. Assessment Lien and Foreclosure. The assessments and other charges provided for herein shall be the personal and individual debt of each Person who, at the time of the assessment or other charge, is an Owner of the Lot against which they are assessed or charged. Any assessment or other charge not paid on or before the payment due date and remaining unpaid for a period of thirty (30) days or longer, together with the fines, penalty and interest charges as provided in the Declaration, plus the costs of collection (including reasonable attorneys' fees), shall be a charge and continuing lien on the Lot against which they are assessed or charged from and after the date on which a claim of lien is filed by the Association in the office of the Clerk of Court of the County in which the Lot is located. Except as otherwise provided in the Declaration or by Legal Requirements, such lien shall be superior to all other liens and charges against the Lot. The Board shall have the power, in its sole discretion, to subordinate the Association's lien to any other lien. The claim of lien shall set forth the name and address of the Association, the name of the record Owner of the Lot at the time the claim of lien is filed, a description of the Lot, and the amount of the lien claimed. In addition to the claim of lien, the Association may execute, issue or record such other evidence of the lien as the Board deems necessary. The Association may foreclose the claim of lien in like manner as a mortgage on real estate under a power of sale or in any other manner allowed or required by Legal Requirements, and/or the Association may institute suit against the Owner personally obligated to pay the assessment or charge, and/or the Association may seek any other available remedy or relief. In any foreclosure proceeding, the Association shall have the right to appoint a trustee or commissioner (or other appropriately named Person) to implement the foreclosure, and the defaulting Owner shall be required to pay the costs, expenses, trustee's (or commissioner or other) fees, and reasonable attorneys' fees incurred by the Association. The Association shall have the power to bid on and purchase the Lot at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal therewith. The remedies against a defaulting Owner and such Owner's Lot are cumulative and not mutually exclusive, and the Association may seek none, or any one or more of such remedies, separately or simultaneously, as deemed appropriate by the Board.

Section 12. Lien Priority. The lien for unpaid assessments and other charges provided for herein is prior to all liens and encumbrances on a Lot except (i) liens for ad valorem taxes on the Lot; (2) the lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of this Declaration; (3) the lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot; and (4) the lien of any mortgage given by any Builder or other Person to secure payment of any sum owed to the Declarant, whether or not Declarant is the seller of the Lot liens and encumbrances. Provided,

however, this Section does not affect the priority of mechanic's or materialmen's liens. A lien for unpaid assessments and other charges is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the docketing of the claim of lien in the office of the County Clerk of Court of the County in which the Lot is located. Where the holder of a First Mortgage, or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of a First Mortgage or deed or other proceeding in lieu of foreclosure, such purchaser and its heirs, successors, and assigns, shall not be liable for the assessments against such Lot which became due prior to the acquisition of title to such Lot by such purchaser. Such unpaid assessments shall be deemed to be Common Expenses collectible from all the Owners, including such purchaser, its heirs, successors, and assigns in the event that the Association is unable to collect, or chooses not to pursue collection, from the Person who was the Owner of the Lot during the time the assessments were assessed against the Lot.

Section 13. Exempt Property. All Exempt Property is exempt from the assessments, charges and liens established pursuant to the Declaration.

Section 14. Declarant's Obligation to Fund Budget Deficits.

(a) During the existence of the Class B membership, Declarant may satisfy its obligation for payment of annual assessments on Lots which it owns either by paying annual assessments in the amount per Lot assessed for that fiscal year or by paying the difference between the total amount of the actual annual assessments levied on all other Lots subject to assessment and the amount of actual expenditures by the Association during the fiscal year for items contained in the budget (paying the difference being referred to herein as the "deficit funding obligation" or "funding the deficit"). Unless Declarant otherwise notifies the Board prior to the Board's adoption of a proposed annual operating budget for the next fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the current fiscal year Declarant has elected to fund the deficit. The deficit funding obligation does not include any expenses that the Association is unable to meet because of nonpayment of any assessment by Owners other than the Declarant, or because of unusual or extraordinary or unanticipated expenses not included in the annual operating budget (for example, a judgment obtained against the Association, or a Common Expense obligation caused by the negligence or misconduct of any Owner or occupant). The deficit funding obligation of the Declarant may be enforced against the Declarant and collected by the Association in the same manner as enforcement and collection of assessments applicable to other Owners.

Regardless of Declarant's election as to payment of annual assessments or funding the deficit, Declarant's obligations with respect to annual assessments may be satisfied by Declarant by any combination of the provision of services or materials toward satisfaction of Common Expenses (including payment for such services or materials directly to the providers thereof), or payment of money to the Association. Beginning with the first fiscal year after the end of the Class B membership, Declarant shall pay annual assessments on its Lots in the same manner as any other Owner.

Declarant may advance funds to the Association sufficient to satisfy the deficit, if any, in any fiscal year between the actual operating expenses of the Association (exclusive of any allocation for capital reserves) and the annual and special assessments for such fiscal year. Such advances shall be evidenced by promissory notes from the Association in favor of the Declarant and shall be paid back to Declarant if and to the extent that sufficient funds are generated by assessments in future years until such time as Declarant no longer has the authority to appoint the directors and officers of the Association.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. Architectural Control.

(a) Except for ordinary and routine maintenance to an existing improvement, and excluding planting and maintenance of flowers, bushes, grass and trees that do not result in any material change in the landscaping approved as part of the Approved Plans ("material" being as determined from time to time by the Reviewer) or allowed by Architectural Guidelines without the necessity of obtaining Approved Plans, and except as otherwise provided herein (for example, portions of the Property exempt from architectural review), no improvement, and no alteration, addition to, or changes to any Improved Lot (including any conversion of a garage or carport into living space) shall be commenced, nor shall any of the same be placed, altered or allowed to remain, until the Reviewer has approved in writing the Plans therefore, or the Architectural Guidelines allow the improvement without the necessity of obtaining Approved Plans.

(b) No structure or Improvement shall be constructed, placed at or installed upon any Improved Lot in a location without the prior written approval of the ACC, which approval may be withheld in the sole discretion of the ACC, including but not limited to restrictions on BUA Limits on any Lot. No fence shall be constructed or erected upon any Improved Lot in any location without the prior written approval of the ACC. No chain link fences shall be erected or maintained on any Lot or other portion of the Property.

Section 2. Combination of Lots. Contiguous Lots may not be combined together without prior written consent of the Declarant, during the Development Period, and thereafter by the Board of Directors. In the event that the Declarant or Board of Directors, as applicable approves such a combination, such combination shall thereafter be deemed to be a single Lot for all purposes of this Declaration, except that notwithstanding the foregoing, the amount of assessments for which such single Lot shall be thereafter liable shall be equal to the total assessments for which all of the Lots which were so combined would have been liable had such combination not taken place.

Section 3. Architectural Review.

(a) Until the later of the end of the Development Period or the date on which one hundred (100%) percent of the Lots are Improved Lots and are owned by Persons other than the Declarant (such period of time being referred to herein as the "Declarant Review Period"), the Declarant has the sole right under the Declaration to serve as the Reviewer with respect to all improvements. In reviewing and acting upon any request for approval of Plans for improvements, Declarant or its designee shall be acting solely in Declarant's interest and shall owe no duty to any other Person. Declarant, in its sole discretion, may designate one or more Persons to act on its behalf in reviewing Plans. Declarant may, at any time and from time to time, temporarily or permanently, but without any obligation to do so, delegate all or any portion of its rights reserved under this Article to an ACC. Prior to the end of the Declarant Review Period, Declarant may modify or terminate any or all its rights reserved under this Article in whole or in part, at any time and from time to time, temporarily or permanently, by recording an instrument in the Registry describing the action taken by Declarant.

(b) Upon delegation by Declarant during the Declarant Review Period, and upon the end of the Declarant Review Period, the Association, acting through an ACC appointed by the Board, shall assume jurisdiction and responsibility for architectural review under this Article. The members of any ACC need not be Members of the Association or representatives of Members, and may, but need not, include architects, landscape architects, engineers or similar professionals. The number, qualifications, composition, jurisdiction, procedures (including appeal of its decisions to the Declarant or Board), and compensation of the members, if any, of the ACC shall be established from time to time by the Declarant or Board, as applicable.

(c) The Declarant or the Board, as applicable, may establish and charge reasonable fees for review of applications and Plans hereunder and may require such fees to be paid in full prior to review thereof. Such fees may include the reasonable costs incurred in having any Plans reviewed by architects, engineers or other professionals. If any such fees are required in connection with any review, no Plans submitted for review shall be complete until such fees are paid.

Section 4. Review Procedures. When Approved Plans are required for commencement of any improvement, the required number of sets of Plans for the proposed improvement (as determined by the Reviewer), together with any application or request for approval and review fees required by the Reviewer, shall be submitted to the Reviewer by the Person requesting the approval or such Person's authorized representative. The Architectural Guidelines and the Reviewer may require the submission of such additional information as may be reasonably necessary to consider any application. All of the foregoing together constitutes a "complete application", and no time period within which any Reviewer under this Declaration is required to complete the review shall commence until the Reviewer has received a complete application.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. The Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall not be subject to review (except with respect to appeals to the Declarant or Board as may be authorized by the Declarant or Board) so long as made in good faith and in accordance with the procedures set forth herein.

The Reviewer shall make a determination on each application within 30 days after receipt by the Reviewer of a complete application. The Reviewer may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer shall notify the applicant in writing of the final determination on any application within five days after making the determination. In the case of disapproval, the Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Reviewer fails to respond in a timely manner to a complete application, approval shall be deemed to have been given. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Architectural Guidelines unless a written variance has been granted. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the US Postal Service and addressed to the applicant at the mailing or residence address indicated on the application for review. However, personal delivery of such written notice shall be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

If construction does not commence on a project within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, Declarant or any aggrieved Owner.

The Reviewer may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

Section 5. Architectural Guidelines. Declarant may prepare the initial Architectural Guidelines, which may contain general provisions applicable to all of the Property as well as specific provisions which vary from Neighborhood to Neighborhood. The Architectural Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the Reviewer in considering applications. The Architectural Guidelines are not the exclusive basis for decisions of the Reviewer and compliance with the Architectural Guidelines does not guarantee approval of any application. Declarant shall have sole and full authority to amend the Architectural Guidelines during the Development Period, notwithstanding a delegation of reviewing authority to the ACC or any other Person, unless Declarant also delegates the power to amend the Architectural Guidelines to the ACC. Upon termination or delegation of Declarant's right to amend, the ACC shall have the authority to amend the Architectural Guidelines with the consent of the Board, and the Board shall have the authority to amend the Architectural Guidelines following the end of the Development Period.

Any amendments to the Architectural Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

Upon request, the Reviewer shall make the Architectural Guidelines available to Owners and Builders who seek to engage in development or construction within the Property In Declarants discretion, such Architectural Guidelines may be recorded, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

Section 6. No Waiver of Future Approvals. Each Owner acknowledges that the Persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future Approval of Plans, granting of variances, or other approvals given in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

Section 7. Legal Requirements. Approval by the Architectural Control Committee of any Plans shall not relieve the Owner, Builder, or applicant from any obligation to obtain all required City and State approvals and permits, and shall not relieve the Owner, Builder, or applicant of the obligation and responsibility to comply with all Legal Requirements with respect to such improvements.

Section 8. Variances. The Reviewer may authorize variances from compliance with any of the applicable Architectural Guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall: (a) be effective unless in writing; (b) be contrary to this Declaration; (c) preclude the Reviewer from denying a variance in any other circumstances; or (d) be contrary to any Legal Requirements. For purposes of this Section, the inability to obtain approval of

any Governmental Authority, the issuance of any permit or the terms of any financing shall not be considered a hardship warranting a variance.

Section 9. Limitation of Liability. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property; they do not create any duty to any Person. Review and approval or denial of approval or conditioning of approval of any application pursuant to this Article may be made on the basis of aesthetic considerations only, and the Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all Dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.

Declarant, the Association, the Board, the ACC, or member of any of the foregoing shall not be held liable for any of the following: soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder or their failure to comply with Legal Requirements; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not Declarant has approved or featured such contractor as a builder in the Property or anywhere else; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any improvement. In all matters, the Association shall indemnify the Board, the ACC, and the members of each as provided in the Governing Documents.

Section 10. Certificate of Compliance. Any Owner may request that the Reviewer issue a certificate of architectural compliance certifying that there are no known violations of this Article or the Architectural Guidelines. The Reviewer shall either grant or deny such request within 30 days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall preclude the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

Section 11. Violation. When Approved Plans are required under this Article prior to the commencement of the construction, installation, alteration, addition, removal, or maintenance of any improvement, in the event that any such construction, installation, alteration, addition, removal, or maintenance commences, or is undertaken or performed in the absence of Approved Plans or in violation of Approved Plans, the Person upon whose portion of the Property such activity was undertaken or performed may be required by the Declarant (during the Development Period) or by the Board to restore to its original condition, at such Person's sole expense, the portion of the Property upon which the activity was undertaken or performed. Upon the failure or refusal of any Person to perform the restoration required herein, the Declarant or Board, as applicable, or their authorized agents or employees, may, after fourteen (14) days' prior notice to such person, enter upon such portion of the Property and make such restoration as the Declarant or Board, as applicable, in the exercise of its discretion, may deem necessary or advisable. The Owner of the portion of the Property upon which such restoration work shall have been performed shall be personally liable to the Declarant or Association, as applicable, for all direct and indirect costs which the Declarant or Association incurs in the performance of such restoration work, including without limitation attorney's fees and court costs related to the collection of such costs from the Owner, and the liability for such costs shall be secured by all the liens, and shall be subject to the same means of collection, as the assessments provided for in this Declaration.

Section 12. Declarant and Association Exemption. Notwithstanding anything stated to the contrary herein, nothing contained in this Article shall be construed as prohibiting any construction, installation, alteration, addition, removal, or maintenance of any improvement by the Declarant, or by

any Builder, or by the Association upon any portion of the Property, while it is owned by the Declarant, or a Builder, or Association (as the case may be). Any construction, alteration, addition or removal performed by the Declarant, any Builder, or the Association upon any portion of the Property while it is owned by the same, is exempt from the all of the provisions of this Article, and for avoidance of doubt, nothing in this Article or otherwise herein shall prevent a Builder at its sole expense from altering or reconfiguring Lot lines between/among Lots it owns, or from combining or subdividing Lots it owns, provided such altering, reconfiguring, combing or subdividing complies with all Legal Requirements, including but not limited to any BUA Limits required by the applicable Governmental Authority for development of the Community or any Lot.

ARTICLE VIII
USE OF THE PROPERTIES

In order to provide for the maximum enjoyment of the Lots by all of the residents thereof and to provide protection for the value of the same, the use of the Lots shall be restricted to, and shall be only in accordance with, the following provisions:

Section 1. Residential Use. Except as otherwise allowed by this Declaration, the Properties shall be used only for single-family residential purposes, including rentals of a Lot and Dwelling in accordance with Section 23 of this Article VIII, or for other uses allowed under applicable Governmental Authority zoning ordinances and approved by the Declarant during the Development Period or thereafter, by the Board. The term "single-family" shall include one or more related or unrelated adults, as well as the children of any such adults. Residential purposes include use of portions of the Properties for streets, utilities, greenways, open space, Common Elements, wetlands, conservation areas, active or passive recreation, or other purposes substantially related to residential use which are allowed under applicable Governmental Authority zoning ordinances, unless such substantially related purposes are prohibited by other provisions of this Declaration. Notwithstanding anything herein to the contrary, no Lot shall at any time be used for any commercial, business or professional purpose. Provided, however, and notwithstanding the foregoing: (a) during the Development Period, the Declarant, and any Builder (or so long as the Builder owns or has the right to buy any Lot from Declarant), or other Person with Declarant's consent, may maintain model homes, sales offices and temporary construction trailers and other improvements and facilities within the Properties for the purpose of conducting business related to the development, improvement, and/or sale or marketing of any part or all of the Properties, including the sale and marketing of Lots; and (b) Declarant, and any Builder, or any other Person with Declarant's consent, may conduct such business and other activities within the Properties as may be necessary or desirable in connection with the development, improvement, and/or sale or marketing of any part or all of the Properties, including the sale and marketing of Lots; and (c) the Owner of any Lot may use a portion of a building located on such Lot as an office, provided that such use does not create regular customer, client or employee traffic to and from such Lot and no sign, logo, symbol or nameplate identifying such business is displayed anywhere on such Lot.

Section 2. Prohibited Activities. Each owner of any Lot, and such Owner's family members, tenants, guests and invitees, shall refrain from any act or use of the Lot which could reasonably cause embarrassment, discomfort or annoyance to any other resident or residents of any other Lot. Storage or placement of furniture, potted plants, fixtures, appliances, machinery, bicycles, towels, equipment, signs or other goods or chattels on any Lot which is visible from outside of the Lot, (including but not limited to Stoops, Driveways, Decks and Patio Areas) is prohibited except as specifically permitted in this Declaration. No trade materials or inventories (other than materials used for construction of Dwellings or other approved structures or Improvements) shall be stored upon any portion of the Properties and no tractors, inoperable motor vehicles, rubbish, trash, or unsightly materials of any kind shall be stored,

regularly placed, or allowed to remain on any portion of the Properties unless adequately screened or contained as approved by the Architectural Control Committee, except that trash, leaves, tree limbs, materials for trash or recycling pick-up and similar items may be kept or placed temporarily and only for such time as is reasonably necessary to enable the applicable Governmental Authority or appropriate private entity to remove same, and inoperable motor vehicles may be stored only if the same are kept entirely in an enclosed garage or other building. Provided, however, and notwithstanding anything to the contrary herein, (i) trucks and/or other construction vehicles, materials and equipment operated by/used by Declarant and any Builder, shall be allowed to remain on the Properties temporarily during construction of roads, utilities, Dwellings and other Improvements in the Properties, and (ii) such vehicles, materials and equipment also may be allowed to remain on the Properties during construction or maintenance on Improved Lots and the Improvements thereon, which have been approved by the Architectural Control Committee.

Section 3. Nuisances. No noxious or offensive activity shall be conducted upon any portion of the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community or any part thereof, or to any person lawfully residing in the Subdivision. Provided, however, the usual, customary or reasonable use and maintenance of a Lot, a Dwelling, or any Common Elements shall not constitute a nuisance. Further provided, the development of the Properties by Declarant and Builders, and the usual, customary or reasonable construction and maintenance of Dwellings and other Improvements in the Properties shall not constitute a nuisance. Further provided, the operation and use of the Common Elements in the manner required or allowed by the provisions of the Declaration shall not constitute a nuisance.

Section 4. Animals. No animals of any kind (including livestock, reptiles or poultry) shall be kept on any portion of the Properties or in any Dwelling except for dogs, cats or other domestic household animals which are not used for breeding or other commercial purposes, and provided that they do not create a nuisance (in the judgment of the Board), by number or type of animals, noise, odor, damage or destruction of property, animal waste, or any other reason, and further provided that they are kept in compliance with all Legal Requirements and such Rules and Regulations and Board policies pertaining thereto as the Association may adopt, which Rules and Regulations or Board policies may include requirements that animals be kept on a leash or otherwise restrained or confined whenever they are anywhere on the Properties other than on the Lot of the Person who owns the animals, on other Lots with the permission of the Owners of those Lots, or on other areas specifically designated for animals not on leashes, that animals be restrained or confined inside a fence or other restraint when on a Lot outside of the Dwelling, and which may prohibit the keeping of animals on the Properties that are excluded from coverage or subject to reduced coverage under liability insurance policies generally available for the Properties. The Board may require any Owner to furnish the Board with evidence that a particular animal is not excluded or subject to reduced coverage under the liability insurance policy maintained by such Owner for that Owner's portion of the Properties, and the Owner shall furnish the Board with the required evidence (in the form of a copy of the applicable policy or such other evidence reasonably satisfactory to the Board) within ten (10) days following the date on which the Board gives a notice to the Owner that it is requiring same. Provided, however, no Board member shall have any liability for any failure of the Board to adopt a Restriction or Rule or other rule or regulation that prohibits the keeping of a particular type or breed of animal. The Owner responsible for an animal being on the Properties promptly shall clean up or remove from any portion of the Properties not owned by such Owner all solid bodily wastes from that animal.

No animal determined to be dangerous, in the Board's sole and absolute discretion, may be brought onto or kept on the Property at any time. The Board may remove without notice any animal that presents an immediate danger to the health, safety or property of any Owner or occupant of the Property.

Each Owner who keeps an animal on the Property agrees to indemnify and hold the Declarant (and its members, managers and agents) and the Association (and its directors, officers, committee members, and agents) harmless from any loss, claim or liability of any kind whatsoever, including court costs and reasonable attorney's fees, arising out of or resulting from such animal, including any actions of the animal. An easement over and upon the Properties hereby is reserved for the applicable Governmental Authority to exercise and enforce Legal Requirements relating to animal control.

Section 5. Antennas; Aerials; Satellite Dishes. The Owner of each Lot shall have the right to install, maintain and use on such Lot one antenna, aerial, or satellite dish to receive video programming that is (i) not larger than one meter in diameter, (ii) blends with the color of the roof or wall where it is installed, and (iii) is installed on the rear roof or wall of the residence constructed on the Lot. No other exterior antennas, aerials, satellite dishes or other reception device shall be constructed, installed, placed or affixed unless approved in accordance with the architectural approval procedures contained in this Declaration. Installation of an antenna deviating from the above provision shall be approved pursuant to the architectural control provisions if reasonably necessary to permit the reception of an acceptable quality signal. HAM radios, two way radios and other hobby or professional radio communication transmission equipment are prohibited.

Declarant or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus of any size for a master antenna, cable, or other communication system for the benefit of all or a portion of the Property.

Section 6. Clotheslines. No exterior clothesline of any type shall be permitted on any portion of any Lot.

Section 7. Lighting. Exterior lighting visible from the street shall not be permitted except for: (1) lighting allowed by Approved Plans; (2) street lights in conformity with an established street lighting program for the Property; (3) seasonal decorative lights; or (4) front house illumination of model homes.

Section 8. Mailboxes Prohibited. No mailbox shall be installed for any Lot. The Recreational Amenities allocated as Limited Common Areas to Neighborhoods may contain mail kiosks for Neighborhood Owners and the provision store may contain mail kiosks for Neighborhood Owners.

Section 9. Play Equipment. Recreational and playground equipment shall not be placed on the front or side yard of any Lot nor in the rear of any Lot adjacent to the Common Areas without prior written consent of the Reviewer. Materials, colors and other specifications shall be as provided in the Architectural Guidelines and otherwise approved by the Reviewer.

Section 10. Signs. No sign of any kind or character shall be placed or erected on any portion of any Lot, or displayed to the public on any portion of any Lot, without the prior written consent of the Reviewer, except for customary name and address signs, one customary "for sale" or "for rent" sign advertising a Lot for sale or rent, as applicable, and any sign required by Legal Requirements, and allowable signs shall conform to applicable requirements in the Architectural Guidelines or as imposed by the Reviewer. The sign restrictions herein stated include signs within a building located on any Lot in a location from which the same shall be visible from outside the Lot and signs in or upon any motor vehicle in the Property. Notwithstanding the foregoing, Builders, for so long as they own any Lot(s) or have the right to purchase the same from Declarant, shall be allowed to erect customary and typical Builder sales, identification, model and marketing signs, flags and banners, on Lots they own or on the Common Area.

Section 11. Stoops, Driveways, Decks, Porches, Patio Areas and Storage Sheds. Grills, patio

furniture and potted plants may be permitted on Patio Areas and Decks, subject to local ordinances and any rules promulgated by the Association with respect thereto; provided such grills, patio furniture or potted plants are not visible outside the Lot, and any grills, patio furniture or potted plants which are visible outside the Lot must receive the prior approval of the ACC. In addition, any items placed on Stoops, Porches and Driveways must comply with any rules promulgated by the Association with respect thereto. Detached storage buildings, sheds or animal pens are prohibited.

Section 12. Swimming Pools. No swimming pool shall be constructed, erected or maintained on any Lot without prior approval of the ACC. In no event shall above ground swimming pools be allowed on any Lot. No spa, Jacuzzi or whirlpool tub shall be constructed, erected or maintained on any Lot without prior approval of the ACC.

Section 13. Flags. Flags may not be flown on any Lot except as expressly provided in this Declaration or as approved by the Board in its sole discretion from time to time.

Section 14. Trash Containers and Collection. No garbage or trash shall be placed or kept on the Property except in screened, enclosed, or covered containers of a type, size and style which are approved by the Board of Directors or as required by Legal Requirements, and subject to rules promulgated by the Association. No person shall burn rubbish, garbage or any other form of solid waste on any Lot or on Common Areas or within the right of way of any street in the Property.

Section 15. Trees. No healthy living trees having a diameter of six (6) inches or more measured from a point two (2) feet above the ground, and no flowering tree, shrub, evergreen, or natural ground cover, shall be removed from any Improved Lot, unless such removal is approved by the ACC.

Section 16. Vehicles and Parking. The term "vehicles" as used in this section shall include without limitation automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles. No vehicle may be left upon any portion of the Property except upon a driveway, a designated parking space or within a garage. No Person shall park any commercial vehicles (including but not limited to any type of vehicle with advertising or lettering), recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles or unlicensed or inoperable vehicles within the Property, with the exception of emergency vehicle repairs, commercial vehicles, construction vehicles or delivery vehicles which are temporarily parked for the purpose of servicing a Lot or the Property. Only two-axle automobiles and two-axle trucks may be parked on driveways and any such vehicles parked on driveways shall not remain thereupon for more than seventy-two (72) consecutive hours.

All Owner and occupant vehicles must be kept and stored when not in use within the Lot's garage space or driveway. Garage doors must remain closed at all times except for entry and exit by vehicles and except for periods not to exceed two (2) consecutive hours for Owner related maintenance activities. The Association may promulgate rules regarding parking in the Property.

This Section 16 shall not apply to Declarant and Builders as they develop/construct on their respective Lots.

Section 17. Window Air-Conditioners. No air-conditioner shall be installed in any window of any building located on any Lot, nor shall any air-conditioner be installed on any building located on any Lot so that the same protrudes through any exterior wall of such building.

Section 18. Window Treatments. Except as may be otherwise approved in accordance with the Architectural Control provisions contained in the previous Article, all window treatments (which include

curtains and other window coverings) visible from the outside of a Lot shall be white or off-white in color. No bed sheets, towels, newspaper, tin foil or similar materials may be used as window treatments.

Section 19. No Subdivision of Lots. Except as set forth in Section 12 of Article VII as to Builders, and except that Declarant may subdivide its Lots, no Lot may be further subdivided into any smaller Lot.

Section 20. Interpretation. In all cases, the covenants and restrictions herein contained shall be construed and interpreted in a manner which, in the opinion of the Board of Directors, will best effect the intent of the general Development Plan and maintenance herein set forth.

Section 21. Wetlands. Portions of the Property may have been determined to meet Legal Requirements for designation as a regulatory wetland. Notwithstanding anything to the contrary that may appear herein or in any other restrictive covenants applicable to such portions of the Properties, and whether or not the Approved Plans for any improvements on the portion of the Properties on which such wetlands are located are in compliance with applicable wetlands rules, any subsequent fill or alteration of any portion of the Property that has been determined to be a regulatory wetland under Legal Requirements shall conform to the requirements thereof in force at the time of the proposed alteration. The intent of this Section is to prevent additional wetland fill or alteration except as allowed under Legal Requirements, so the Owner of any such portion of the Property should not assume that any application for fill or alteration of a wetland will be approved. The Owner of any portion of the Property subject to any such future application shall report the name of the subdivision, together with the name of the particular phase, section or subdivision within the Property, if any, in any application pertaining to wetland rules. The provisions of this Section are intended to ensure continued compliance with wetland rules under Legal Requirements and this Section may be enforced by the United States, State of North Carolina or any other governmental entity having jurisdiction over the subject wetlands.

Without limitation, Owners of all portions of the Property subject to any regulatory buffer requirements (for example any buffer requirements that apply along the Intracoastal Waterway, if any) shall at all times comply with same, whether or not the Approved Plans for any improvements are in compliance therewith.

Section 22. Hunting; Discharge of Firearms. Hunting and trapping of wild animals, fowl and game and the discharge of firearms and/or bows and arrows and/or other weapons within the Properties is prohibited, unless required for safety or personal protection reasons.

Section 23. Leases. Each Dwelling shall be used for rental occupancy or for permanent residential occupancy by an Owner. Leasing or rental activity in connection with a Dwelling shall not be considered a commercial use. Dwellings/Lots may be made available to the public for rental when not occupied by the Owner thereof or individuals designated by such Owner. Owners and lessees must comply with all of the provisions of this Declaration and the Rules and Regulation from time-to-time promulgated by the Association. Leasing of Dwellings/Lots shall not be subject to approval of the Association and/or any other limitation, other than as expressly provided in the Declaration, including in **Exhibit "B"** of this Declaration (Specific Leasing Provisions). Any and all lease or rental agreements between an Owner and a lessee of such of such Owner shall be in writing and must (i) be for residential purposes and (ii) be for not less than the entire Lot and Dwelling and (iii) provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and other Governing Documents (provided, however, this Declaration and other Governing Documents shall apply to all such leases, whether or not so stated therein). Lessees shall comply with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits attached to the Declaration) and with any and all Rules and Regulations adopted and/or amended by the Association from time to time. A violation of any of the

terms of any of the foregoing documents shall constitute a material breach of the lease and shall constitute grounds for damages, termination and eviction. The Owner will be jointly and severally liable with the lessee to the Association for any amount which is required by the Association to repair any damage to the Common Areas (including Recreational Amenities) resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and a special individual assessment may be levied against the Dwelling and applicable Lot therefor. All tenancies are hereby made subordinate to any lien filed by the Association whether prior or subsequent to such lease. During the time a Dwelling and Lot is leased or occupied by others, the Owner(s) shall not have the right to use the Common Areas including the Recreational Amenities, except as a guest of another Owner or the lessee. Every Owner, by acceptance of a deed for any Lot in the Community, acknowledges and agrees that the Lots and Dwellings may be leased as contemplated herein, including for the short term as provided herein including on **Exhibit "B"**, and including as further regulated under the Rules and Regulations if applicable.

Section 24. Groundwater Restriction. Groundwater may not be used for irrigation or otherwise on any Lot for any purpose. Notwithstanding the foregoing, the Association shall have the right but not the obligation to use groundwater for irrigation of Common Area in the Community, so long as the groundwater supply well location is located a distance greater than five hundred (500) feet from the any property registered with the North Carolina Brownfield Program and provided further the groundwater supply well is installed in a deep confined aquifer system.

Section 25. Rules and Regulations. As part of the general plan of development for the Properties, the Governing Documents establish a framework of affirmative and negative covenants, easements, and restrictions. Within that framework, the Declarant, Board, and Members need the ability and flexibility to supplement this Declaration with additional Rules and Regulations and to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technology. This section does not apply to Board policies relating to use and operation of the Common Elements adopted by the Board, unless the Board in its discretion chooses to submit to such procedures. This section does not apply to administrative policies which the Board adopts to interpret, define or implement the Rules and Regulations or other Governing Documents, nor does it apply to Architectural Guidelines.

All Owners and other Occupants of all portions of the Properties and their guests and invitees shall abide by the Rules and Regulations. Compliance with the Rules and Regulations may be enforced in the same manner and to the same extent that this Declaration provides for enforcement of this Declaration, and any Person determined by judicial action to have violated the Rules and Regulations shall be liable to the Declarant or Association or other applicable Person for all damages and fines, including all costs incurred in seeking and enforcing applicable legal remedies, including reasonable attorneys' fees.

Subject to the terms of this section and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may adopt, amend, modify, cancel, repeal, limit, create exceptions to, add to, or expand the Rules and Regulations. The Board shall give notice to each Owner concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Owners shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. During the Development Period, no action taken by the Board pursuant to this subsection shall be effective unless approved in writing by the Declarant, and for so long as a Builder owns any Lot or has the right to purchase a Lot from Declarant, no such action shall be effective without the written approval of the Builder.

Prior to any such action taken by the Board becoming effective, the Board shall give notice of the new rule or explanation of any changes to the Rules and Regulations to each Owner, which notice shall state the effective date of the action, which shall be not less than thirty (30) days following the date on which the action is taken by the Board. The Association shall provide to any requesting Owner (but not to more than one Owner of a Lot), without cost, one copy of the Rules and Regulations then in effect, together with the action taken by the Board. Additional copies may be provided by the Association upon payment of a reasonable charge as established by the Board. The action taken by the Board action shall become effective on the later of the 31st day after the action is taken by the Board or such later effective date specified in the notice, unless, prior to the effective date, Members representing more than 50% of the total number of votes in the Association disapprove such action at a meeting or in writing to the Board. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt, prior to the effective date of the action taken by the Board, of a petition of the Members as required by the Governing Documents for special meetings of the Association or a written request from the Declarant. Upon such petition of the Members or written request from the Declarant prior to the effective date of any Board action under this Section, the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting.

Alternatively, when they have a right to vote under this Declaration, Class A Members representing more than 50% of the total number of votes in the Association, at an Association meeting called for such purpose, may vote to adopt rules that modify, cancel, limit, create exceptions to, add to, or expand the Rules and Regulations then in effect. Provided, however, during the Development Period no such action shall be effective without the written approval of the Declarant, and for so long as a Builder owns any Lot or has the right to purchase a Lot from Declarant, no such action shall be effective without the written approval of the Builder. Upon such action being taken by the Class A Members, the Board shall notify each Owner of the new rule or explanation of any changes to the Rules and Regulations, and the action taken by the Members shall become effective on the later of the 31st day after the action is taken by the Members or such later effective date specified in the notice.

No action taken by the Board or Class A Members under this Article shall have the effect of modifying, amending, repealing, limiting, or expanding the Architectural Guidelines or any provision of this Declaration or other Governing Documents. During the Development Period, no such action shall be effective unless approved in writing by the Declarant, and for so long as a Builder owns any Lot or has the right to purchase a Lot from Declarant, no such action shall be effective without the written approval of the Builder. In the event of a conflict between the Architectural Guidelines and the Rules and Regulations, the Architectural Guidelines shall control.

Notwithstanding the foregoing procedures for amending the Rules and Regulations, and notwithstanding anything to the contrary elsewhere in this Article or this Declaration, during the Development Period the Declarant, in its sole discretion and without any prior notice to any Person, may adopt, amend, modify, cancel, limit, create exceptions to, add to, or expand the Rules and Regulations, including Board Policies; provided, however, that if Declarant is to do so, Declarant must obtain the written consent of any Builder that owns any Lot or has the right to purchase a Lot from Declarant. Prior to any action taken by the Declarant under becoming effective, the Declarant, or the Board at the direction of the Declarant, shall give notice of the new rule or explanation of any changes to the Rules and Regulations to each Owner (notice sent to any one Owner of a Lot being sufficient notice), which notice shall state action taken and the effective date of the action, which date may be any time on or after the date on which the action is taken by Declarant.

All Owners are given notice that use of their Lots and Dwellings is subject to the Rules and Regulations as modified from time to time. By acceptance of a deed, each Owner acknowledges and

agrees that the use and enjoyment and marketability of such Owner's Lot and Dwelling can be affected by this provision and that the Rules and Regulations may change from time to time. All Owners hereby are notified that, as provided for herein, the Declarant or the Board or the Members may adopt Rules and Regulations or changes to any Rules and Regulations in effect at any particular time.

Except as may be set forth in the Governing Documents, all Rules and Regulations shall comply with the following provisions (and no Rule or Regulation may contradict an express provision in this Declaration):

(a) Similarly situated Owners shall be treated similarly, the determination of which Owners are similarly situated being in the reasonable judgment of the Declarant or Board, as applicable (it being clear that at a minimum different types of Dwellings and different Neighborhoods are subject to different levels of costs, service and regulation)

(b) The rights of Owners to display religious and holiday signs (the word "sign" or "display" as used in this Declaration includes signs, banners, flags (including a flag of the United States of America, a United States flag, a North Carolina flag, or other flag), symbols, decorations, and other displays) inside Dwellings shall not be abridged, except that there may be rules regulating the number, size, time, and place and manner of posting or displaying such signs that are located outside of or are visible from outside of the Dwelling, including regulation or specification of design criteria (for example, color, style, materials). No rules shall regulate the content of political signs; however, rules may regulate the number, size, time, place and manner, and length of time, of posting or displaying, such political signs that are located outside of or are visible from outside of the Dwelling, including regulation or specification of design criteria (for example, color, style, materials). Signs required by Legal Requirements to be posted or displayed, and signs prohibited by Legal Requirements from being excluded or prohibited shall be allowed (for example, a street number sign for a Dwelling required by a Governmental Authority). However, to the extent that it would not violate the Legal Requirement, rules may regulate the number, size, time, and place and manner of posting or displaying, such signs, including regulation or specification of design criteria (for example, color, style, materials).

(c) No rule shall alter the allocation of financial burdens among the various portions of the Properties or rights to use the Common Elements to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Elements available, from adopting generally applicable rules for use of Common Elements, or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Elements, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided herein.

(d) No rule shall prohibit leasing that is consistent with the terms and provisions on **Exhibit "B,"** or the creation of a leasing program for similarly consistent leasing, or the transfer of any Dwelling, and no rule shall require consent of the Association or Board for leasing or transfer of any Dwelling; provided, however, rules may require such other rules with respect to leases as are reasonably adopted by the Declarant or the Board.

(e) No rule shall require an Owner to dispose of personal property that was in a Dwelling or on a Lot prior to the adoption of such rule if such personal property was in compliance with all rules and Legal Requirements previously in force. This exemption shall apply only during the period of such Owner's ownership of the Lot and shall not apply to subsequent Owners who become Owners after adoption of the rule.

(f) Without the written consent of Declarant, no rule or action by the Board or Members shall

restrict, impair, prohibit, exclude, impede, interfere with, or in any way adversely affect any Special Declarant Right or other right of Declarant.

The limitations in subsections (a) through (f) of this Section shall only limit the rule making authority exercised under this Section; they shall not apply to other Sections and provisions of this Declaration.

Section 26. Exclusion for Declarant. Notwithstanding any other provision of this Declaration or any other Governing Documents, Declarant, during the Development Period (and thereafter, the Board) has the right, permanently or temporarily (as determined in the discretion of Declarant or the Board, as applicable) to waive any one or more of the provisions of this Article with respect to construction or maintenance of any improvements in the Properties, except that there shall be no waivers with respect to soil erosion controls and Legal Requirements. Any such waiver granted by the Declarant to a Builder or other Person during the Development Period shall be binding on the Board after the Development Period has ended.

ARTICLE IX
GENERAL MAINTENANCE AND NEIGHBORHOOD MAINTENANCE
(Townhomes being separately and specifically addressed in Article XIV)

Section 1. Association's General Maintenance Responsibility. The Association shall keep in good condition, order and repair the Common Area, including but not limited to the private streets, drives and alleyways as shown on the Plats, sidewalks and rights of way, curbing, detention/retention ponds, bulkheads, all entry features and entry landscaping, whether or not such features and landscaping are on a Lot, privately owned property or in the right of way and all street signage and street lights, and any other or any Common Areas and Limited Common Areas. The Association may be relieved of all or any portion of its maintenance responsibilities to the extent that such responsibility is assumed and carried out by any local, state or federal government or quasi-governmental entity accepting responsibility for such maintenance. In the event of any such assumption, assignment or dedication, however, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is desirable or necessary to maintain the Community Wide Standards. In the event that the Association determines that any maintenance which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, or the occupant, family member, guest, invitee or lessee of an Owner, then the Association may perform such maintenance and all costs thereof may be assessed against the Owner as a specific assessment.

The Board of Directors, in its sole discretion, may leave portions of the Common Area as undisturbed natural areas and may change the landscaping on the Common Area at any time and from time to time, including the adding or modifying of landscaping improvements, such as the planting of seasonal flowers. Any common irrigation system installed by the Declarant or the Association for the use by the Association shall be operated, maintained, repaired and replaced by the Association.

If and to the extent the following portions of the Common Area are not maintained adequately (in the opinion of the Board) by a governmental entity, the Association shall also maintain the following Common Area (whether or not constituting Common Areas), including: (a) entry features to the Property; (b) streets, parking areas and sidewalks; (c) perimeter fencing; and (d) landscaping within public street rights-of-way abutting the Property; (e) Stormwater Control Measures; and (f) Recreational Amenities. Additionally, the Association has the right, but not the obligation, to maintain the front, rear and side yards of Lots and to provide for trash and debris removal.

In the event that the Association determines that any maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the occupant, family member, guest, invitee or lessee of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof not paid for by insurance shall be assessed against the Owner as a specific assessment.

Section 2. Neighborhood Services - Beau Shoals. In addition to such other services as are provided by the Association under this Declaration, the Association shall maintain all yards, lawn areas and grassy areas, and landscaped features and areas (including but not limited to plants, flowers, trees and bushes) located on all Lots (Townhome and detached Dwelling Lots) and located outside of any fences, if any, and the same within all adjacent Common Areas and without limitation within the street rights of way. The required maintenance shall include grass mowing, removal of weeds and grass clippings, fertilization and aeration, all to be performed in manner and frequency as determined by the Board of Directors. Furthermore, and only as a Neighborhood Service in the Beau Shoals Neighborhood, the Association shall be responsible for all irrigation and watering lawns and landscaping on all Lots (outside of any fencing, if any). The cost of providing the foregoing Neighborhood Services, as well as reserves for the same and including without limitation costs of irrigation systems, if any, shall be assessed only against the Beau Shoals Neighborhood Lots as a Neighborhood Expense which are part of the Common Expenses under this Declaration.

Section 3. General Owner Responsibility. Except where the Association has the express obligation to do so under this Article X or under Article XIV (Townhomes), each Owner shall maintain and keep in good repair all landscaping and yard maintenance not otherwise the responsibility of the Association, as well as all other exterior portions of the Lot, including windows, exterior lighting, painting, roofing, stoops, patios, porches, decks and all structures, driveways, parking areas, and any other improvements comprising the Lot in a manner consistent with the Community Wide Standards and all Governing Documents. Owners shall keep their Lot free from all litter, trash and refuse. In the event the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible, the Association shall, except in emergency situations, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions herein, the Association may provide such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner as a specific assessment. In an emergency situation, the Association may perform the necessary maintenance, repair or replacement without any prior notice to the Owner responsible for such maintenance, repair or replacement, and such Owner shall be liable for the costs thereof.

Section 4. Individual Insurance. Except where the Association has the express obligation to insure under Article XIV (Townhomes), each Owner, by virtue of taking title to a Lot subject to this Declaration, acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner will carry at all times all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

ARTICLE X
MORTGAGEE PROVISIONS

Section 1. Notice of Action. An institutional holder, insurer, or guarantor of a First Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number as shown on the applicable Plat, and the street address of the Lot, therefore becoming an "eligible holder"), will be entitled to timely written notice of (a) any condemnation loss or any casualty loss which affects a material portion of any Lot on which there is a First Mortgage held, insured, or guaranteed by such eligible holder; (b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a First Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days; any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

Section 2. Audit. Upon written request of any institutional holder of a First Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements of the Association within 120 days of the date of the request.

Section 3. No Priority. No provision of this Declaration or the Bylaws gives any Owner or other party priority over any rights of a Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of the Common Areas.

Section 4. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Section 5. Mortgagees Not Obligated to Collect Assessments. No Mortgagee shall have any obligation to collect any assessment under the Declaration.

ARTICLE XI
AMENDMENT

Section 1. Amendment by Declarant. In addition to specific amendment rights, if any, granted or reserved elsewhere in the Declaration, during the Declarant Control Period, Declarant may unilaterally, and in its sole discretion, without the joinder or approval of the Association, any Member, or any other Person and without the necessity of a meeting of the Association, amend the Declaration for any purpose, and may record any such amendment or may record an amended and restated version of the Declaration that incorporates any such amendment. Following the end of the Declarant Control Period, during the existence of the Development Period, Declarant may unilaterally, and in its sole discretion, without the approval or joinder of the Association, any Member, or any other Person and without the necessity of a meeting of the Association, amend any provision of the Declaration or any Subdivision Declaration or Supplemental Declaration to: (i) make non-material, clarifying or corrective changes not materially affecting any Owner's rights or obligations hereunder; or (ii) satisfy the requirements of FHA, VA, FNMA, FHLMC, OILSR or other governmental agency, Secondary Mortgage Market Agency or Institutional Lender; or (iii) establish or maintain the tax exempt status of the Association under the laws of the United States or the State of North Carolina; or (iv) amend the Declaration as may be necessary to

prevent it from being declared invalid under any Legal Requirement or by any court of competent jurisdiction, or to add or delete provisions to or from the Declaration as may be necessary to prevent it from being declared invalid under any Legal Requirement or by any court of competent jurisdiction (collectively the "**Non-Material Amendments**"). Any amendment to the Declaration adopted by the Declarant shall be effective upon the later of the effective date contained therein or the date of its recording in the Registry.

Notwithstanding the immediately preceding paragraph, any amendment of the Declarant shall require the consent ("**Amendment Consent**") of Lennar for any period of time that Lennar is the Owner of a Lot in the Community or has the right to purchase a Lot in the Community from Declarant; provided, however, Lennar's Amendment Consent shall not be required: (i) for Non-Material Amendments; (ii) in the event Lennar is in default beyond an applicable cure period pursuant to that certain Amended and Restated Agreement for the Purchase and Sale of Real Property dated August 4, 2016, as may be further amended and supplemented (or extended) from time to time, by and between Lennar and Declarant; or (iii) in the event Lennar is not an Owner of a Lot in the Community or does not have the right to purchase one from Declarant.

Section 2. Amendment by the Members. Unless amended as allowed under Section 1 of this Article, the Declaration may be amended only as follows:

(a) Unless a higher percentage or different voting requirement is specified herein or by Legal Requirements, the Declaration may be amended only by (i) the written agreement or consent of those Members, or the affirmative vote at a meeting of the Association of those Members, who hold sixty-seven percent (67%) or more of the total number of votes in the Association, and (ii) during the Development Period, with the written consent of Declarant, and (iii) with written consent of Lennar for so long as Lennar owns any Lot or has the right to purchase any Lot from Declarant; provided, however, Lennar's consent shall not be required (x) for Non-Material Amendments or (y) in the event Lennar is in default beyond an applicable cure period pursuant to that certain Amended and Restated Agreement for the Purchase and Sale of Real Property dated August 4, 2016, as may be further amended and supplemented (or extended) from time to time, by and between Lennar and Declarant.

(b) Written notice of an annual or special meeting of the Association at which any proposed amendment to the Declaration is to be voted on, together with at least a summary description of the proposed amendment, shall be given to all Members not less than ten (10) days and not more than sixty (60) days in advance of the date of such meeting.

(c) When any amendment to the Declaration is approved by Members of the Association (and Declarant, when applicable) as provided in this Section, the appropriate officers of the Association (and Declarant, when applicable) shall execute in the same manner as a deed and record in the Registry, a document setting forth the following: the amendment; the effective date of the amendment (if no effective date is stated the amendment shall be effective upon the recording of same in the Registry); and if applicable, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes required to constitute a quorum at such meeting, the total number of votes present at such meeting, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of such amendment and the total number of votes cast against the amendment. The document shall be recorded in the Registry within thirty (30) days following the date of the meeting at which the amendment was adopted or the written agreement for the amendment is completed. Provided, however, and notwithstanding the foregoing or anything to the contrary appearing herein, no amendment to the Declaration duly adopted by the Members of the Association shall be void or invalid solely because the document describing the amendment is not recorded in the Registry within said thirty (30) day period, and any such duly adopted amendment to the

Declaration recorded following the end of said thirty (30) day period shall become effective on the later of the effective date specified therein, if any, or on the date it is recorded in the Registry.

(d) Amendment of Subdivision Declarations and Supplemental Declarations shall be governed by the provisions for amendment contained therein, if any; otherwise, the provisions regarding amendment of the Declaration shall apply to amendment of those documents.

Section 3. Consent of Mortgagees. No consent of any Mortgagee to any amendment of the Declaration is required unless (i) the amendment adversely affects the rights of Mortgagees under the Declaration, or (ii) a Legal Requirement requires the consent of Mortgagees or a percentage of Mortgagees, or (iii) the mortgage held by such Mortgagee specifically requires the Mortgagee's consent with respect to the portion of the Property subject to the mortgage, and if either (ii) or (iii) is applicable, the Mortgagee has notified the Association of its rights regarding consent to amendments in the same manner required for an Mortgagee to notify the Association in the Article of the Declaration dealing with Mortgagee Provisions. If the amendment is adopted by the required percentage of Members exclusive of the Member or Members who own portions of the Property for which consent of a Mortgagee is required under this Section, then the amendment is valid whether or not the necessary Mortgagees have consented to the amendment.

Section 4. Prohibited Effects of Amendment. Notwithstanding the provisions of Sections 1, 2 and 3 of this Article allowing amendments to the Declaration, no amendment to the Declaration, whether adopted by the Declarant, by the Association, or by the Members or any applicable group of Members of the Association, shall do or result in any of the following:

(a) without the written consent of Declarant, diminish, impair, or in any way affect the rights of Declarant, including Declarant's rights to develop any part or all of the Property in accordance with a Subdivision Plan;

(b) without the written consent of Declarant, impose additional obligations upon Declarant;

(c) diminish or impair the express rights of Mortgagees under the Declaration without the prior written approval of a majority of the Mortgagees who have requested the exercise of such rights as provided herein;

(d) terminate or revise any easement established by the Declaration, without the written consent of the Person benefitted by the easement or by the Owner of the portion of the Properties benefitted (and/or, with respect to a revision, burdened) by the easement, whichever is applicable;

(e) without the consent of the City, terminate, reduce, amend, revise, or alter any obligation of the Association or the Members of the Association under the Code or under any Stormwater Agreement, encroachment agreement, or other agreement entered into with the City by the Association or, as allowed by the Declaration, by the Declarant on behalf of the Association;

(f) alter or remove or attempt to alter or remove any other applicable Legal Requirement.

ARTICLE XII
DURATION OF DECLARATION; DISSOLUTION OF ASSOCIATION

Section 1. Duration. Unless sooner terminated as required by Legal Requirements, the Declaration shall run with and bind the Property and each Owner, and shall inure to the benefit of the Association, and each other Owner of any portion of the Property, and their respective heirs, successors,

and assigns, from and after the recording of the Declaration in the Registry until such time as it is terminated by a written termination agreement, executed or ratified in the same manner as a deed, by those Members who hold eighty percent (80%) or more of the total number of votes in the Association, and also with the written consent of Declarant during the Development Period and Lennar for any period of time that Lennar is the Owner of a Lot in the Community or has the right to purchase a Lot in the Community from Declarant. Execution or ratification by any one of multiple Owners of a Lot is sufficient for that Lot unless, prior to the time the termination agreement is recorded in the Registry, any other Owner of that Lot files with the Association a written objection to the termination of the Declaration (in which event the vote allocated to that Lot shall be considered as not having been exercised). The termination agreement shall specify a date after which it will be void unless it is recorded in the Registry before that date. The termination agreement may not be recorded in the Registry unless and until the requisite number of signatures have been obtained as provided herein, and it shall be effective only upon recording. If, pursuant to the termination agreement, any real estate in the Property is to be sold following termination of the Declaration, the minimum terms of the sale shall be set forth therein.

Section 2. Dissolution of the Association. The Association shall be dissolved upon the termination of the Declaration. Provided, however, until any sale of the Common Property authorized by the termination agreement or approved by the Owners in the same manner as required for approval of the termination agreement is completed and the sale proceeds distributed, the Association shall continue in existence with all of the powers it had before termination. The Association, on behalf of the Owners, may contract for the sale of the Common Property, but the contract is not binding unless such sale has been authorized in the termination agreement or it has been approved by the Owners in the same manner as required for approval of the termination agreement. Proceeds of the sale of Common Property shall be distributed to the Owners and lienholders as their interests may appear, as provided in the termination agreement or other agreement approved by the Owners in the same manner as required for approval of the termination agreement. If the Common Property is not to be sold following termination of the Declaration, title to the Common Property vests in the Owners upon termination, as tenants in common in proportion to their respective interests as provided in the termination agreement.

Upon dissolution of the Association or upon loss of ownership of all of the Common Property by the Association for any reason whatsoever (except for exchange or dedication or conveyance of any part or all of the Common Property as allowed by the Declaration, or by reason of merger and/or consolidation with any other association as allowed by the Declaration), except as otherwise provided in the termination agreement, other agreement approved by the Owners in the same manner as required for approval of the termination agreement, or Legal Requirements (in particular, Section 47F-2-118 of the Act, or any successor Section of the Act), any portion of the Common Property not under the jurisdiction of and being maintained by another association substantially similar to the Association, together with all other assets of the Association, first shall be offered to the Town of Beaufort (or, if the Town of Beaufort refuses such offer, then to some other appropriate Governmental Entity or public agency as determined by the Board) to be dedicated for public use for purposes similar to those to which the Common Property and such assets were required to be devoted by the Association. If the Town of Beaufort or such other appropriate Governmental Entity or public agency accepts the offer of dedication, such portion of the Common Property and assets shall be conveyed by the Association to the Town of Beaufort or such other appropriate Governmental Entity or public agency, subject to the superior right of an Owner to an easement (if necessary) for reasonable ingress and egress to and from such Owners Lot and the public or private street(s) on which that Lot is located, subject to all other applicable rights of way and easements, and subject to ad valorem property taxes subsequent to the date of such conveyance.

If the Town of Beaufort or such other appropriate Governmental Entity or public agency refuses the offer of dedication and conveyance, the Association may transfer and convey such Common

Property and assets to any nonprofit corporation, association, trust or other entity which is or shall be devoted to purposes and uses that would most nearly conform to the purposes and uses to which the Common Property was required to be devoted by the Declaration, such transfer and conveyance to be made subject to the rights of Owners and the other matters set forth in the immediately preceding paragraph of this Section. If there is no nonprofit corporation, association, trust or other entity who will accept such transfer and conveyance of the Common Property and assets of the Association, then such Common Property and assets shall be distributed as provided in the plan of termination/dissolution adopted by the Association.

ARTICLE XIII
DISCLOSURES AND WAIVERS

The following are in addition to any other disclosures and waivers in the Declaration.

Section 1. Construction Activities. All Owners and other Persons who use the Property hereby are placed on notice that Declarant, Builders and/or their respective agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, may, from time to time, conduct blasting, excavation, construction, and other activities within the Property. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and by using any portion of a Lot or the Property generally, such Owners and such other Persons acknowledge, stipulate, and agree: (i) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (ii) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the portion of the Property where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (iii) that Declarant, Builders and their respective agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shareholders, directors, officers, partners, members, managers, agents and employees shall not be liable but, rather, shall be held harmless for any and all losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to the aforesaid activities; (iv) that any purchase or use of any portion of the Property has been and will be made with full knowledge of the foregoing; and (v) this acknowledgment and agreement is a material inducement to Declarant to sell, convey, lease, and/or allow the use of the Property.

Section 2. Conveyance of Common Property. Declarant may convey or transfer all Common Property, including all improvements thereon, to the Association in an "AS IS, WHERE IS" condition. Declarant hereby disclaims and makes no representations, warranties or other agreements, express or implied, by law or fact, with respect to the Common Property and improvements thereon, including, without limitation, representations or warranties of merchantability regarding the condition, construction, accuracy, completeness, design, adequacy of size or capacity thereof in relation to the utilization, date of completion, or the future economic performance or operations of, or the materials, furniture, or equipment used therein. Neither the Association nor any Owner or any other Person shall make any claim against Declarant, its successors and assigns, relating to the condition, operation, use, accuracy or completeness of the Common Property, or for incidental or consequential damages arising therefrom.

Declarant shall transfer and assign to the Association, without recourse, all warranties received from manufacturers and suppliers relating to any of the Common Property or improvements thereon, or relating to any personal property transferred by Declarant to the Association, which exist at the time of transfer and are assignable, but Declarant's failure to do so shall not constitute any grounds for any claim, cause of action or other legal recourse against Declarant for failing to do so, other than to compel

Declarant to transfer or assign same.

Section 3. Liability for Association Operations. The Association shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Declarant, its successors and assigns, and its shareholders, directors, officers, partners, members, managers, agents and employees from and against any and all losses, claims, demands, damages, costs, and expenses of whatever kind or nature (including, without limitation, reasonable attorneys' fees and costs at all tribunal levels and whether or not suit is instituted, including those incurred in establishing the right to be indemnified, defended, and held harmless pursuant hereto), which relate to or arise out of Association management and operations, including, without limitation, improvement, maintenance, and operation of Common Property and the collection of assessments.

Section 4. Public Facilities and Services. Certain facilities and areas within and adjoining the Properties may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example: greenways, trails and paths, parks, and other neighborhood spots conducive to gathering and interaction, roads, sidewalks, and medians. In addition to any such facilities and areas that are open for use and enjoyment of the public pursuant to Legal Requirements, Declarant may designate facilities and areas as open to the public at the time Declarant makes such facilities and areas a part of the Common Property or the Board may so designate at any time thereafter.

Section 5. Safety and Security. Each Owner and occupant of a Dwelling, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Property. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to enhance the level of safety or security which each Person provides for himself or herself or itself and his or her or its property. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Property, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the Property, cannot be compromised or circumvented, not that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing such Owner's tenants and all occupants of its Dwelling that the Association, its Board and committees, and Declarant are not insurers or guarantors of security or safety and that each Person within Property assumes all risks of personal injury and loss or damage to property, including Dwellings and the contents of Dwellings, resulting from acts of third parties.

Section 6. View Impairment. None of Declarant, any Builder or the Association guarantee or represent that any view from, over, or across any portion of the Property will be preserved without impairment. None of Declarant, any Builder or the Association shall be obligated to relocate, prune, or thin trees or other landscaping except as otherwise required under a separate covenant or agreement, if any. The Association (with respect to the Common Property) has the right to add or remove trees and other landscaping to and from the Common Property, subject to Legal Requirements. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 7. Water Management. Each Owner and any other Person who uses any portion of the Property acknowledges and agrees that any or all bodies of water (including lakes, ponds, creeks, streams, and wetlands in the Property), together with any dams or other facilities or devices that contain, control, or direct such waters, may be designed as water management areas (including designation as Stormwater Measures) and not designed solely as aesthetic features, and that, with respect to those that

are water management areas, due to fluctuations in ground water elevations within the immediate area and/or the receipt or discharge of stormwater, the water level of such lakes, ponds, and wetlands may rise and fall. Each Owner and other such Person further acknowledges and agrees that Declarant has no control over such elevations. Therefore, each Owner and other such Person releases and discharges Declarant, and its successors, assigns, contractors, subcontractors, shareholders, directors, officers, partners, members, managers, agents and employees from and against any and all losses, claims, demands, damages, costs, and expenses of whatever nature or kind, including reasonable attorneys' fees and costs at all tribunal levels, related to or arising out of any claim relating to such fluctuations in water elevations.

Declarant reserves for itself, the Association, and their successors, assigns, and designees, the perpetual, non-exclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the adjoining the Property to do any or all of the following: (i) install, operate, maintain, and replace pumps to supply irrigation water to the Common Areas; (ii) construct, maintain, and repair structures and equipment used for retaining water; and (iii) maintain such areas in a manner consistent with the Community Wide Standard.

Declarant further reserves for itself, the Association, and their successors, assigns, and designees, a perpetual, non-exclusive right and easement of access and encroachment over the Common Area and Lots (but not the Dwellings thereon) adjacent to or within 50 feet of bodies of water within or adjoining the Property, in order to do any or all of the following: (i) temporarily flood and back water upon and maintain water over such portions of the Property; (ii) alter in any manner and generally maintain the bodies of water within and adjoining the Property; and (iii) maintain and landscape the slopes and banks pertaining to such areas. All Persons entitled to exercise these easements shall use reasonable care in and repair any damage to a Lot resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural occurrences.

Owners and other Persons who use any portions of the Properties shall not alter, modify, expand, or fill any lakes, ponds, or wetlands located in the Property without the prior written approval of the local permitting authority, the City, the Association, the Declarant, the U.S. Army Corps of Engineers (to the extent it has authority), and such other governmental entities as may have relevant jurisdiction over such matters.

ARTICLE XIV
TOWNHOMES

In order to provide for the typical level of Association services for Townhomes in the Community in accordance with the Community Wide Standards and in recognition of the dependent nature of Townhome construction and day-to-day living, the terms, provisions and restrictions in this Article XIV apply to all Townhomes in all Neighborhoods in the Community, in addition to (and without limiting) all other terms, provision and restrictions in this Declaration.

Section 1. Association Maintenance. The Association shall provide exterior building maintenance for the Townhomes and Townhome Buildings as follows: paint, stain, repair, replace and maintain of the exterior surfaces of Townhomes and the Townhome Buildings, including the painting of entry doors and the repair of siding (but excluding repair and replacement of entry doors and garage doors and their appurtenant hardware; excluding the repair of wall sheathing; and further excluding all exterior glass including windows and patio doors); repair, replace, and maintain roof shingles (but excluding maintenance, repair and replacement of other portions of the roof); repair and replace gutters and downspouts. Furthermore, and notwithstanding any other terms and provisions in this Declaration,

including in Article X, the Association shall likewise maintain all yards, lawn areas and grassy areas, and landscaped features and areas (including but not limited to plants, flowers, trees and bushes) located on the Townhome Lots and the same within all adjacent Common Areas and without limitation within the street rights of way. The required maintenance shall include grass mowing, removal of weeds and grass clippings, fertilization and aeration, all to be performed in manner and frequency as determined by the Board of Directors. The cost of providing the repair and maintenance work described above, as well as reserves for the same shall be assessed against the Townhome Lots as part of the Common Expenses under this Declaration. Except to the extent provided by the Association as a Neighborhood Service, Owners, and not the Association, shall be responsible for watering their own lawns and landscaping on their Townhome Lots, and are subject to special individual assessment for failure to do so and for any resulting replacement costs incurred as a result of such failure.

Section 2. Townhome Casualty Insurance - Association. Notwithstanding any terms and provisions in the Declaration and in any event in addition to the same, the following shall apply:

(a) The Association shall obtain and maintain a casualty insurance policy or policies on all Townhomes and Townhome Buildings for the benefit of the Owners of the same and their Mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates or Mortgagee endorsements to Owners and to Mortgagees of Owners upon request therefor by any Owner or Mortgagee. Each Townhome and Townhome Building shall be insured in an amount equal to one hundred percent (100%) of its insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazards, including extended overage, vandalism and malicious mischief, and

(ii) such other risks as from time to time shall be reasonably required by the Association.

(b) Premiums for all insurance policies purchased by the Association under this Declaration shall be assessed against the Townhomes and shall be included as part of the Common Expenses and Annual Assessments. Deductibles shall likewise be paid as Common Expenses.

(c) All insurance policies purchased by the Association for the benefit of Owners shall be for the benefit of the Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee hereunder. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the Bylaws and for the benefit of the Owners and their Mortgagees in the following shares:

(i) If the insured casualty shall occur resulting in damage to a Townhome and Townhome Building, proceeds from insurance shall be held in undivided shares for the affected Owners in proportion to the cost of repairing the damage insured against in said policy, which cost shall be determined by the Association.

(ii) In the event a mortgagee endorsement has been issued for a Townhome Lot, the share payable towards the improvements to such Townhome Lot shall be held in trust for the mortgagee and other Owners of as their interests may appear.

(d) Proceeds of insurance policies for the benefit of Owners that are received by the

Association as insurance trustee shall be distributed in the following manner: First, to all expenses of the insurance trustee shall be paid or provision mad thereof; next to defray the cost of the covered repairs/improvements; and finally, if applicable, any proceeds remaining after defraying such costs shall be held in undivided shares for the affected Owners in proportion to the costs of repairing the damage or injuries suffered by each Owner, the cost of which shall be determined by the Association. If the insurance proceeds received by the Association (along with any reserves on hand) are insufficient to cover the cost of repair/replacements/damage to person and/or property, the Board may levy a special assessment against the Owners affected to cover the deficiency, and in any event, the Owners shall pay their respective shortfalls all so that the restoration/repairs may be completed.

Section 3. Owners to Obtain Insurance. Each Owner of a Townhome shall procure and maintain, at such Owner's sole cost and expense, insurance coverage as follows:

(a) such public liability insurance over its Townhome Lot as is appropriate, in each Owner's sole discretion.

(b) insurance on the contents of its Townhome, with limits no less than the replacement value of such contents.

Neither the Association nor Declarant shall be liable in any manner for the safekeeping or condition of or damage to any personal property belonging to or used by any Owner or such Owner's family, guests or invitees, where Owner is responsible for insuring the same under this Section 3.

Section 4. Certificates of Insurance. An insurer that has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, Mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this Article may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each Mortgagee or beneficiary under deed of trust to whom certificates of insurance have been issued.

Section 5. Restoration After Casualty.

(a) The plans and specifications for any restoration shall be prepared by an architect licensed in the State of North Carolina. All plans and specifications required in connection with any restoration shall be subject to review and approval by the Architectural Control Committee and otherwise as required by this Declaration. Unless the Association and a majority of the voting interests of the Owners of the damaged Townhomes shall otherwise agree, plans and specifications for any restoration shall be consistent with the then existing building plans.

(b) If an Owner fails to cause the removal of debris and restoration of Improvements to be timely accomplished to comply with this Declaration, the Association shall provide written notice of such deficiency to such Owner. If the problem has not been remedied within a reasonable time (as determined by the Board of Directors), the Association shall have authority to cause such restoration to be performed, and any expenses incurred by the Association in connection therewith shall be charged to such Owner and shall be a special individual assessment against such Owner's Lot.

(c) The rights granted to the Association in this Article in the event of any loss, damage or destruction of a Townhome constitute reasonable protections of property values and aesthetic appearance of the Townhomes, and each Owner agrees to comply with such terms, conditions and procedures as Association may impose.

(d) "Restoration Costs" means the cost of repairing, replacing, restoring or reconstructing all loss, damage or destruction to the applicable portion of the Lot and Townhome (including the deductible under any applicable insurance policies) or any part thereof, including all costs of adjusting the loss; inspections, investigations and reports as to the damage; permit and inspection fees, architectural and engineering fees; demolition, removal and disposal fees; costs of securing and protecting the portions of the Lot and Townhome to be restored; accounting fees and costs; and attorneys' fees and costs; construction costs, and the Association's fees and costs for reviewing the plans for the restoration and holding and disbursing the insurance proceeds and other funds.

Section 6. Party Walls.

(a) Wherever one Townhome is separated from another Townhome by a common, shared or party wall ("**Party Wall**"), the obligations of each Owner with respect to its Party Walls shall be governed by this Section 6. Each Party Wall shall be the joint obligation of each of the Owners of the adjoining Townhomes ("**Party Wall Co-Owners**"). Each Party Wall Co-Owner shall be responsible for the maintenance of the surface portion of the Party Wall which is contained within its Townhome. Any maintenance and the like, including repairs to the paint, plaster or drywall or gypsum wall board on the surface portion of the Party Wall which is contained within a Townhome, shall be the obligation of that Owner. Each Party Wall Co-Owner shall have the right to use the side of the Party Wall within the Owner's Lot and Townhome in any lawful manner, including attaching structural or finishing materials to it; however, an Owner shall not create windows or doors or place heating or air conditioning equipment in the Party Wall without the consent of the other Party Wall Co-Owner. Any consent given to a Party Wall Co-Owner to create openings in the Party Wall shall be subject to the right of the other Party Wall Co-Owner to revoke its consent on 60 days' prior written notice and close up such openings and/or remove such heating or air conditioning equipment. The Party Wall Co-Owners shall be jointly responsible for the structure of the Party Wall; i.e., maintenance and restoration of concrete block, rebar, mortar, tie beam, and all other elements of the Party Wall.

(b) Each Party Wall Co-Owner hereby grants to the other Party Wall Co-Owner, its successors and assigns, a perpetual non-exclusive easement and right of entry over and across its respective Lot and Townhome for the purposes of performing maintenance and restoration to the Party Wall, provided that any such easement is exercised after prior notice and during reasonable hours.

(c) To the extent not inconsistent with the provisions hereof, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto. A Party Wall Co-Owner shall perform restoration of its Party Wall whenever a condition exists which may result in damage or injury to person or property if the restoration work is not undertaken. The cost of reasonable repair or maintenance of a Party Wall shall be shared by the Party Wall Co-Owners on each side of such Party Wall. If a Party Wall is destroyed or damaged by fire or other casualty, a Party Wall Co-Owner on either side of the Party Wall may restore it, and if the Party Wall Co-Owner on the other side thereafter makes use of the Party Wall, such other Party Wall Co-Owner shall contribute to the cost of restoration thereof in proportion to such use; provided that the forgoing provision shall not prejudice the right of any Party Wall Co-Owner to seek a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omission. Any amounts due and unpaid under this Section 6 shall bear interest at the rate of 18% per annum from the date due until paid in full.

(d) If at any time any Owner (hereinafter in this Subsection, the "**Non Performing Owner**") shall not be proceeding diligently with any restoration required of it under this Declaration, then the other Owner(s) shall give written notice to the Association specifying the respect in which such Non Performing Owner is not proceeding diligently with his or her restoration work. If, upon expiration

of 30 days after the giving of notice, the restoration work is not proceeding diligently, then the Association may perform such restoration in accordance with the then existing building plans and may take all appropriate steps to carry out the same, including entry onto the Lot of any Owner to the extent necessary to perform the restoration work. The Association shall be entitled to impose an Individual Assessment on the Party Wall Co-Owners responsible for the cost of such restoration.

(e) Each Owner agrees to indemnify the Declarant, the Association and the other Party Wall Co-Owner for injury or personal or property damage, when such injury or damage shall result from, arise out of, or be attributable to its failure to perform or comply with its duties and obligations under this Section 6.

(f) In any transfer of title to a Townhome, the Owner of such Townhome ("**Grantor**") and the purchaser ("**Grantee**") of such Townhome shall be jointly and severally liable for all unpaid amounts pertaining to the Party Walls accrued up to the date of the conveyance without prejudice to the rights of the Grantee against the Grantor, but the Grantee shall be exclusively liable for those accruing after the conveyance. The lien rights of any Owner against another Townhome for amounts due under this Section 6 shall be subordinate to the lien of any Mortgagee and any assessment by the Association. If the Mortgagee or other purchaser acquires title as a result of a foreclosure or deed in lieu of foreclosure of a First Mortgage, the purchaser and any successors and assigns shall not be liable for the amounts which became due prior to the acquisition of title in the foreclosure action. Any unpaid amounts which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be divided between Party Wall Co-Owners, payable by and a lien against both Lots sharing the Party Wall, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

ARTICLE XV
MISCELLANEOUS

Section 1. Enforcement. The Declarant, the Association, each Owner, and, when enforcement rights are granted by the Declaration, a Mortgagee, shall have the right, but not the obligation, to enforce the Declaration by any proceeding at law or in equity (or otherwise, as provided in the Declaration) against any Person who has violated, is violating, or is attempting to violate, any part of the Declaration, either to restrain the violation, recover damages, or seek other available legal or equitable remedies. Any failure by the Declarant, the Association, an Owner, or any other Person to enforce the Declaration or seek any applicable remedy with respect to any specific violation or lien shall not constitute a waiver of the right to do so thereafter, nor shall it constitute a waiver of the right to enforce the Declaration at any other time with respect to the same or substantially similar matter. All rights, remedies and privileges granted to the Declarant, the Association, any Owner, or any other Person herein are cumulative, and the exercise of any one or more of such rights, remedies or privileges shall not constitute an election of remedies or preclude subsequent exercise of other rights, remedies and privileges.

Section 2. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of the Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent and final jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses and phrases of the Declaration shall continue in full force and effect and shall not be affected thereby. To the extent that any provision of the Governing Documents is determined to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision without destroying its intent, then the narrower or partially enforceable provision shall be applied and, to the extent lawful, shall be enforced. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or

more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

Section 3. Notice. Except as otherwise provided herein, whenever written notice to any Person (including Owners and Members) is required hereunder; such notice may be hand delivered to such Person, or given by first class United States mail, postage prepaid, or given in such other manner specifically allowed or required by Legal Requirements, or given in such other manner determined by the Board to be proper and which does not violate any Legal Requirements, addressed to the address of such Person appearing on the records of the Association or to the address for such Person appearing in the records of the Carteret County Tax Collector. Properly addressed notice shall be deemed to have been given by the Association as follows: (i) in the absence of any delays in delivery by the United States Postal Service resulting from acts of war or terrorism, on the third day following the date the notice was deposited in the United States mail, first class postage prepaid; or (ii) on the date of personal delivery to the Person or an adult residing with the Person, as evidenced by a receipt signed by the Person or such other Person; or (iii) on the delivery date indicated on a return certified or registered mail receipt, or (iv) on the date indicated by the records of a national, regional or local same day or overnight cornier service, or (v) on the date acknowledged in writing by the recipient Person or other adult residing with such Person, or (vi) upon execution of a written waiver of such notice by the Person. Notice to the Association may be given and shall be deemed to have been given in the same manner as notice to a Person, when addressed to the principal business office of the Association or the property manager employed by the Association. It shall be the duty of each Owner and Member to keep the Association informed of such Owner's or Member's current mailing address and telephone number. If an Owner or Member has not provided the Association with such current mailing address the Association may use as the mailing address the street address of the Lot owned by such Owner or Member or the address for such Owner or Member in the records of the Carteret County Tax Collector. If no address for an Owner or Member is reasonably available to the Association, the Association shall not be required to give notice to such Owner or Member. Notice given to any one of multiple Owners of any portion of the Property shall be deemed to have been given to all of such Owners.

Section 4. Titles. The titles, headings and captions which have been used throughout the Declaration are for convenience only and are not to be used in construing the Declaration or any part thereof, except as necessary with respect to any cross-referencing of any provisions of the Declaration.

Section 5. Number and Gender. Whenever the context of the Declaration requires, the singular shall include the plural and one gender shall include all.

Section 6. No Exemption. No Owner may become exempt from any obligations imposed hereby by non-use or abandonment of the Common Property or any Lot owned by such Owner.

Section 7. Consent. Except as otherwise may be specifically required by the Governing Documents or Legal Requirements, where the consent of the Owner of a Lot is necessary, and such Lot is owned by more than one Person, the consent of any one of such Owners is sufficient.

Whenever the written consent of Declarant is required for the effectiveness of some action under the Declaration in addition to any required vote of the Members of the Association, the votes in the Association allocated to Declarant shall be counted in determining the vote of the Members, the written consent requirement being in addition to the voting requirement, whether or not Declarant actually participates in the voting.

Section 8. Subdivision Combination of Lots; Plat Re-recording. A Lot may be subdivided, and the boundaries of a Lot may be altered, only with the written consent of the Owner thereof and the Declarant (during the Development Period and, thereafter, the Board), and with any prior approval

required of the City. Provided, however, and notwithstanding the foregoing sentence, such written consent of the Declarant is not required for leases, deeds of correction, deeds to resolve boundary line disputes or similar corrective instruments, or deeds or other instruments granting any easement, right-of-way or license to Declarant, the Association, the City or a public utility provider, provided that the number of then existing Lots in the Property is not changed by any such action.

One or more Lots may be combined into a single Lot, and a Lot may be subdivided into two or more Lots, only with the written consent of the Owner thereof and the Declarant (during the Development Period and, thereafter, the Board). When two or more Lots are combined into one Lot, the resulting Lot shall continue to be assessed and have voting rights in the Association based on the number of Lots that were combined into one Lot. When one Lot is subdivided into two or more Lots, the resulting Lots each shall be considered as a separate Lot and each shall be subject to assessments and have voting rights in the Association in accordance with the assessments and voting rights then applicable to a Lot. When the boundaries of two or more such Lots are changed but the resulting number of Lots is the same as the original number of Lots, the assessments and voting rights in the Association for those resulting Lots shall continue as they were immediately prior to the change. When two or more such Lots are combined into one lot, the easements reserved by the Declaration or a Plat around the boundaries of the former Lots shall continue in effect, except that any such easements reserved along the former common boundary line(s) between the combined parcels and not actually being exercised or used by any Person shall terminate. Provided, however, it shall be the responsibility of the Owner of such resulting Lot to obtain any documentation that is necessary or requited to confirm such termination and to obtain termination or relocation of any such easements that are actually being exercised or used at the time of the combination of Lots. When a Lot is subdivided into two or more Lots, the easements established herein adjacent to the boundaries of a Lot shall apply to all of the resulting Lots.

Nothing contained herein shall prohibit or restrict the right of Declarant, during the Development Period to (i) subdivide, combine, re-subdivide or recombine, or to record or rerecord Plats relating to, any portion of the Property owned by Declarant, or (ii) to approve or disapprove such activities with respect to portions of the Property owned by other Owners. The provisions of the immediately preceding paragraph with respect to the effects of subdivision or combination of Lots are applicable to subdivision or combination of Lots owned by the Declarant unless the Declarant otherwise indicates on the plat of such subdivision or combination recorded in the Registry or in an instrument recorded in the Registry prior to the end of the Development Period.

Section 9. No Timesharing. No Dwelling in the Property shall be used for operation of a timesharing, fraction-sharing, or similar program whereby the right to use or occupancy of the Dwelling rotates among participants in the program on a fixed or floating time schedule over any period of time.

Section 10. Exclusive Rights to Use Name of Subdivision. During the Development Period, no Person shall use the name "Beau Coast," "Beau Shoals," "Beaux Bridge," or "Beaufort Village East," or any derivative of such name in any logo or depiction, in any printed or promotional material without Declarant's prior written consent; except that Builders may use such names in conjunction with any and all marketing, sales and construction efforts without need for consent of Declarant. Furthermore, and notwithstanding the foregoing, all Owners may also use the name "Beau Coast," "Beau Shoals," "Beaux Bridge," or "Beaufort Village East" in printed or promotional matter where such term is used solely to specify that a particular Lot is located within the Property, and the Association shall be likewise be entitled to use such names in its name and in Association materials.

Section 11. Association Contracts and Leases During Declarant Control Period. All Association contracts and leases which affect or relate to the Property or any part thereof and which (i)

are entered into prior to the time that the first Board elected by the Members takes office, and (ii) are not bona fide or were unconscionable to the Owners at the time entered into under the circumstances then prevailing, may be terminated without penalty by the Association at any time after the first Board elected by the Members takes office, upon not less than ninety (90) days written notice to the other parties to the contract or lease (or any different minimum time period provided for in the Act), and all such commas and leases are terminable as provided in this Section, whether or not the right of the Association to terminate is stated therein.

Section 12. Conflicts. Whenever there exists a conflict among the Governing Documents of the Association, the provisions of the Declaration and thereafter, any applicable Supplemental Declaration or Subdivision Declaration, shall control, except as to matters of compliance with the Nonprofit Corporation Act, in which event the Articles shall control. Whenever there is a conflict between the provisions of the Articles and Bylaws, the provisions of the Articles shall control. The provisions of the Bylaws shall control over any conflicting provision of any rules and regulations, Board resolutions, or Architectural Guidelines. With respect to the foregoing, specific provisions shall control general provisions, except that a construction consistent with the Act, the Nonprofit Corporation Act and the Code shall in all cases control over any construction inconsistent therewith.

The provisions of the Code control over any conflicting provisions of the Declaration and any other Governing Documents. As applicable provisions of the Code are amended, modified, revised, deleted, or moved to different sections, the Declaration is deemed to be amended so as to conform to the provisions of the Code as they exist from time to time and are applicable to the Properties or any part thereof.

Whenever the Act, the Nonprofit Corporation Act, or the Code provides for limitations on any amount of assessments, fines, late payment fees, charges, or attorney fees that may be assessed, fined, charged, imposed, or collected by the Association, and the amount of any such assessment, fine, late payment fee, charge, or attorney fee allowed or authorized by the Declaration or other Governing Documents (including any assessment, fine, late payment fee, charge, or attorney fee amount established by the Board as allowed by the Declaration or other Governing Documents) exceeds the applicable limitation of the Act, the Nonprofit Corporation Act, or the Code, unless the applicable limitation specified by the Act, the Nonprofit Corporation Act, or the Code is a mandatory limitation that cannot be exceeded by provisions in the Declaration or other Governing Documents allowing or providing for the possibility of a greater amount than the applicable limitation otherwise allows, the provisions of the Declaration or other Governing Documents control and are deemed to constitute an express provision contrary to the limitation contained in the Act, the Nonprofit Corporation Act, or the Code. The provisions of the Act and Nonprofit Corporation Act shall in all cases control over any conflicting provisions of the Code. The Governing Documents shall be construed together with the construction that avoids, insofar as possible, conflicts among them.

For the purposes of this Article and any other references in the Declaration to similar conflicts, a 'conflict' is a situation in which the provisions in question cannot be reconciled or where enforcement of one provision necessarily would prohibit enforcement of another provision - for example, where one provision allows a certain action and the other provision prohibits the same action. Two provisions that are different, but not mutually exclusive or prohibitive of each other do not constitute a conflict for the purposes of this Article - for example, where Legal Requirements or the Declaration requires a certain minimum Dwelling setback distance and the Subdivision Declaration requires a greater distance for the same Dwelling setback distance. In this different Dwelling setback distance example, there is no conflict and the Subdivision Declaration would control.

Section 13. Assignment. Declarant specifically reserves the right, in Declarant's sole discretion,

to assign temporarily or permanently any or all of its rights, privileges, powers and/or obligations under the Declaration or under any Supplemental Declaration or Subdivision Declaration, including assignment of any or all of same as security for any obligation of Declarant to any Person. Except as otherwise provided in this Section, no such assignment shall be effective unless (i) it is in writing, (ii) it is executed by the assignee, (iii) it is recorded in the Registry or other governmental entity office required under Legal Requirements, with the date of recording or such later effective date stated in the assignment being the effective date thereof (and the terms of the recorded assignment shall be conclusive and binding as to the matters assigned), and (iv) if it purports to assign any obligations of the Declarant to complete initial capital improvements within the Subdivision required by the Subdivision Plan or other Legal Requirements, it describes the specific obligations assigned.

Upon Declarant's request, the Association shall execute any such assignment by Declarant to the Association, but Declarant may not assign to the Association any obligation to complete initial capital improvements within the Property required by the Subdivision Plan or other Legal Requirements. With respect to assignments described in any instrument under which Declarant rights specifically or impliedly are given as security for an obligation of Declarant, the terms of such instrument shall control over the provisions of this Section, including execution and recording requirements and the matters assigned thereby. Upon any completed foreclosure sale pursuant to any instrument under which the Declarant rights become security for an obligation, or the recording or filing of a deed or other instrument in lieu of foreclosure, the purchaser at the foreclosure sale, or the grantee under any deed or other instrument in lieu of foreclosure, shall receive the rights, privileges, powers and/or obligations that were assigned as security for the Declarant's obligation, unless the foreclosure documents or conveying document specifically exclude such rights, privileges, powers and/or obligations.

Notwithstanding anything to the contrary in this Section, with respect to the Common Area (including Common Property and Stormwater Control Measures) and utilities in the Property, Declarant may assign to the Association, and the Association shall accept assignment of and execute the assignment document with respect to, any or all of the following in whole or in part, including the costs thereof: all rights, duties, liabilities, obligations and indemnities of the Declarant under all permits issued by the City or any provider of utilities to any part or all of the Property, and/or under all agreements between the Declarant and the City or any provider of utilities to any part or all of the Property, with respect to maintenance of the Common Area and/or utilities in the Property. Provided, however, and notwithstanding the foregoing, Declarant may not assign to the Association any of its obligations or liabilities or indemnities directly related to the improvements for the initial installation of Common Property, Stormwater Control Measures and/or utilities and/or publicly dedicated street in the Subdivision as required by the City or a utility provider for development of the Property in accordance with a Subdivision Plan, including warranties for construction of such improvements, if any, required by any governmental entity or utility provider prior to its acceptance of maintenance responsibility, if any, for such improvements (it being recognized that one or more of such improvements may not be of a type that are accepted for maintenance by a governmental entity or utility provider). Declarant shall have the authority to resolve any dispute as to what rights, duties, liabilities, obligations and/or indemnities can be assigned to the Association pursuant to this paragraph.

Section 14. Costs and Reasonable Attorneys' Fees. In any action to enforce the provisions of any Governing Documents, the court may award reasonable attorneys' fees to the prevailing party, even if such action is settled prior to any trial, judgment or appeal. It also is the specific intent of this Section that it constitutes the allowance of the award of reasonable attorneys' fees as required under Section 47F-3-120 of the Act.

Section 15. Actions Against Declarant. The affirmative vote or consent of the Members that is equal to or greater than sixty seven percent (67%) of the total number of votes in the Association first

shall be required prior to the Association doing any or all of the following with respect to the Declarant or any successor Declarant, regardless of whether such Person is the Declarant at the time the Association takes the action or obtains the necessary vote or consent required to take such action: (i) file a complaint, on account of any act or omission of Declarant, with any governmental entity which has regulatory or judicial authority over the Properties or any part thereof; or (ii) assert a claim against Declarant or sue Declarant in any court of law or equity or before any administrative or other board or committee or branch of any Governmental Entity, or request legal or equitable relief against Declarant.

Section 16. Rule Against Perpetuities. As provided in Section 47F-2-103(b) of the Act, the rule against perpetuities may not be applied to defeat any provision of the Declaration, or the Bylaws, rules, or regulations adopted pursuant to Section 47F-3-102(1) of the Act. In the event of the absence of the protection of Section 47F-2-103(b) of the Act, if the Declaration or any provision thereof violates any applicable Rule Against Perpetuities, the Declaration or such provisions shall be deemed reformed to continue in effect for the maximum period of time that the Declaration or such provision could exist without violating such applicable Rule Against Perpetuities.

Section 17. Reserved Rights. Whenever the Declaration reserves a right for, or requires or authorizes a consent, approval, variance or waiver by, Declarant during the Declarant Control Period or Development Period, and thereafter confers such right upon, or requires or authorizes such approval or waiver by, the Association or Board, the applicable right may be exercised, or the applicable approval or variance or waiver may be given, only by Declarant (or its assigns, which may include the Board) during the applicable period, and, thereafter; only by the Board or its authorized designee (unless a vote or consent of the Members of the Association also is required or alone is required).

Section 18. Legal Requirements. All Governing Documents shall be subject to and construed in accordance with all Legal Requirements, including all applicable provisions of the Code. It shall be the responsibility of each Owner to comply with all Legal Requirements, whether or not any approval, disapproval, waiver or valiance of the terms of any Governing Documents has been given by Declarant, the Association or the ACC. It is the express intention of the Governing Documents to comply with the Act, and any provisions of the Governing Documents that are not in compliance with the Act shall be deemed reformed from time to time to comply therewith. Provided, however, it also is the intention of the Governing Documents that, unless its provisions violate the Act, such provisions shall control, and, insofar as reasonably possible, the provisions of the Governing Documents shall be construed in such manner as to be consistent with, and not in violation of, the Act.

Section 19. Marketable Title Act. It is the intention of the Declarant that the Declaration exist and continue until terminated as provided herein, and that it constitute an exception to any automatic termination or expiration provision that might be applicable under the Real Property Marketable Title Act as contained in Chapter 47B of the North Carolina General Statutes, or under any successor or replacement statute or any other Legal Requirement that would or could terminate the Declaration other than in the manner provided for termination herein. Accordingly, the Association, in its discretion, may re-record in the Registry the Declaration or some memorandum or other notice hereof in order to continue the Declaration in full force and effect and/or to qualify the Declaration as an exception to any such automatic termination or expiration provision of the Real Property Marketable Title Act or any other Legal Requirement.

[The remainder of this page is intentionally left blank. Signature page immediately follows.]

IN WITNESS WHEREOF, Declarant has caused this declaration to be executed by their authorized person on this the 2nd day of February, 2017.

BLUE TREASURE LLC,
a North Carolina limited liability company

BY: _____
Name: Timothy R Smith
Title: Manager/Member

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, a Notary Public, certify that Timothy R. Smith **personally came before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Member/Manager of Blue Treasure LLC, a North Carolina limited liability company.**

Witness my hand and official seal, this 2 **day of** Feb, **2017.**

[NOTARIAL OFFICIAL SEAL]

LAUREN L SPIROVICH NOTARY PUBLIC WAKE COUNTY, N.C.

Lauren L. Spirovich
Notary Public

My commission expires Aug. 3, 2017

Exhibit "A-1"

Legal Description of Property

BEING all of that certain real property, including but not limited to all of Lots 1-90, inclusive, as shown on that map entitled "SUBDIVISION MAP OF BEAU COAST PHASE 1A PROPERTY OF BLUE TREASURE LLC", prepared by Rudolf A. Vandervelde, Jr., PLS of Withers & Ravenel, dated October 20, 2016, and recorded in Map Book 33, Page 401, in the office of the Register of Deeds, Carteret County, North Carolina.

SAVE AND EXCEPT, for purposes of clarity, any and all portion of the adjoining property shown as "Old Lot" on the above-referenced map.

Exhibit "A-2"

Additional Property

Being all or any real property that either is contiguous to any boundary of the Properties or is located within five (5) miles of any boundary of the Properties as such boundaries are constituted at the time of the annexation of such real property to this Declaration.

Exhibit "B"

SHORT-TERM RENTAL COMMUNITY

Notwithstanding that many Owners may reside in their Dwellings full-time, the Community is also a rental Community allowing for the rental of Dwellings, including the short-term rental thereof, as provided in this Declaration (including in this **Exhibit "B"**).

Applicability. The provisions of this "Exhibit "B" shall be applicable to the entire Community, but shall not be applicable to Declarant or any Builder.

Occupancy. Each Unit may be used as a temporary residential dwelling, in accordance with all applicable Legal Requirements. Notwithstanding the foregoing, in no event shall occupancy (except for temporary occupancy by visiting guests) exceed that which is permitted by Legal Requirements. Each tenant or occupant shall comply with the covenants, terms, conditions, restrictions of this Declaration and any and all Rules and Regulations of the Association, including, without limitation, any and all regulations and/or procedures, if any, adopted regarding mandatory check-in for Owners, lessees, occupants and residents; coordination of any charging privileges the Association may elect to afford Owners, their guests, invitees, or tenants; and any other matters reasonably necessary to: (i) allow Owners, lessees, occupants and guests to be well integrated in a rental program structure and operation; (ii) ensure that Dwellings and the use and occupancy thereof by Owners, lessees, occupants and guests are integrated to the extent contemplated by this Declaration; and (iii) ensure that all operations may be conducted in an efficient manner.

No Nuisance; Work in the Community. A short-terms rental with transient guests, and the associated movement in and out of the same, shall not in and of themselves constitute a nuisance in the Community. Each Owner by acceptance of a deed to their Lot and Dwelling, agrees and acknowledges that any and all activities in any way related to the operation of the Community in whole or in part as a short-term rental community shall not be deemed a nuisance. Except during the initial build-out of the Community by Declarant and Builders, the Association shall have the right to establish non-discriminatory restrictions on any and all Persons performing work within the Community, including without limitation by (i) restricting the hours during which work may be performed and restricting access of contractors to certain areas, (ii) requiring that all Persons performing any work have all necessary licenses and permits to perform the work (iii) requiring that all Persons performing any work have adequate insurance coverage and the Association is named additional insured on such policy(ies) and (iv) requiring a security deposit or other collateral to protect against damage that may be caused during such work.

Leases. It is intended that the Dwellings may be used for short-term rentals. A such, leasing of Dwellings shall not be subject to the approval of the Association, or subject to any other limitations, other than as expressly provided herein. Accordingly, there shall be no minimum lease term, nor any maximum number of times that a Dwelling may be leased. The Owner of a Dwelling will be jointly and severally liable with the lessee or occupant of the same to the Association for any amount that is required by the Association, to repair any damage to the Common Area (including any Recreational Amenities) resulting from acts or omissions of

lessees or occupants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the lessee or occupant, and special individual assessments may be levied against the Lots/Dwellings therefor. All tenancies are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease. It is expressly understood and agreed that rental of Lots/Dwellings for any term is expressly authorized and permitted.

Designation of Leasing Agent. Although Dwellings shall be leased without the prior written approval of the Association, the Owner of a leased Dwelling is required to provide to the Association, prior to the commencement of the lease, the name and contact information for the firm or individual representing the Owner as the Owner's leasing agent. All leases shall provide the Association shall have the right to terminate the respective lease in the event of a default by the Owner under this Exhibit "B", or in the event that the Owner's lessee fails to observe the provisions of this Declaration or the Rules and Regulations adopted by the Board.

Extended Vacation and Absences. In the event a Dwelling will be unoccupied for an extended period, the Dwelling must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Dwelling; and (iii) designating a responsible firm or individual to care for the Dwelling, should the Dwelling suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Declarant shall have any responsibility of any nature relating to any unoccupied Dwelling.

End of Exhibit "B"

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at the date and time and in the Book and Page shown on the first page hereof.

Jerry T. Hardesty, Register of Deeds
By Mary Harper
Asst. Deputy, Register of Deeds

FILE # 1569053

FOR REGISTRATION REGISTER OF DEEDS
Jerry T. Hardesty
Carteret County, NC
March 07, 2017 12:56:13 PM
MARY ADMT 6 P
FEE: $26.00
FILE # 1569053

J Harris Law

Prepared by and return to: David E. Miller, III, Esq.
Morris, Russell, Eagle & Worley, PLLC
2235 Gateway Access Point, Suite 201
Raleigh, NC 27607

SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAU COAST

CARTERET COUNTY, NORTH CAROLINA

This SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BEAU COAST ("**Supplemental Declaration and Amendment**") is made this 7 day of March, 2017, by Blue Treasure LLC, a North Carolina limited liability company ("**Declarant**").

WITNESSETH:

WHEREAS, the DECLARANT heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for Beau Coast and caused the same to be recorded in Book 1566 at Page 433 in the Carteret County Registry (the "**Declaration**");

WHEREAS, the Declaration provides the Declarant, during the Declarant Control Period, may unilaterally, and in its sole discretion, without the joinder or approval of the Association, any Member, or any other Person and without the necessity of a meeting of the Association, amend the Declaration for any purpose, and may record any such amendment;

WHEREAS, the Declaration provides the Declarant, at any time and from time to time during the Development Period in its sole discretion, may annex all or part of the Additional Property to the terms, provisions, liens, charges, easements, covenants and restrictions of the Declaration by executing and recording a supplemental declaration describing the portion of the Additional Property being annexed;

WHEREAS, the Declarant Control Period and Development Period have not ended;

BOOK 1561 PAGE 53

(6)

WHEREAS, the Declaration provides that the amendment of the Declaration described herein shall require the consent of Lennar Carolinas, LLC, a Delaware limited liability company ("**Lennar**");

WHEREAS, Declarant intends to amend the description of the Property in the Declaration for certain Lots and certain open space in Beau Coast Phase 1A;

WHEREAS, Declarant intends to annex and make subject to the Declaration that part of the Additional Property described herein;

WHEREAS, it is the intent of the Declarant that this Supplemental Declaration and Amendment shall be applicable to all Owners, and shall remain in effect until otherwise rescinded, modified, or amended pursuant to the Declaration.

NOW THEREFORE, in accordance with the Declaration, the Declarant does hereby supplement and amend the Declaration as follows:

1. Amendment. Declarant hereby amends the description of the Property for Lots 4, 5, 6, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 17, 18 and 20 and Open Space 3, 6, 7, 9 and 10 in Beau Coast Phase 1A, as more particularly described in Exhibit A attached hereto and incorporated herein by reference, to the provisions of the Declaration.

2. Annexation. Declaration hereby subjects all of the property described in Exhibit B, attached hereto and incorporated herein by reference (the "Annexed Property"), to the provisions of the Declaration and annexes such Property into Beau Coast Subdivision.

3. Effectiveness. This Supplemental Declaration and Amendment shall be effective upon recordation in the Office of the Carteret County Registry.

4. Ratification. All capitalized terms used in this Supplemental Declaration and Amendment that are not otherwise defined herein shall have the meaning ascribed to them in the Declaration. Except as expressly modified in this Supplemental Declaration and Amendment, every term and provision of the Declaration, as amended and supplemented, is hereby ratified and remains in full force and effect.

[Execution page follows]

BOOK 1569 PAGE 53

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by their authorized person on this the 2 day of March, 2017.

BLUE TREASURE LLC,
a North Carolina limited liability company

BY: Timothy R Smith
Name: Timothy R Smith
Title: Manager/Member

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, a Notary Public, certify that Timothy R Smith personally came before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Member/Manager of Blue Treasure LLC, a North Carolina limited liability company.

Witness my hand and official seal, this 2 day of March, 2017.

LAUREN L SPIROVICH NOTARY PUBLIC WAKE COUNTY, N.C.

[NOTARIAL OFFICIAL SEAL]

Lauren L. Spirovich
Notary Public

My commission expires Aug. 3, 2021

BOOK 1569 PAGE 53

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by their authorized person on this the 3 day of March, 2017, to evidence their consent to the amendment of the Declaration described herein.

LENNAR CAROLINAS, LLC,
a Delaware limited liability company

BY: Pat Ethanchette
Name: PATRICIA HANCHETTE
Title: VP DIVISION PRESIDENT

STATE OF NC

COUNTY OF WAKE

I, a Notary Public, certify that Patricia E Hanchette personally came before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: VP Div President of Lennar Carolinas, LLC, a Delaware limited liability company.

Witness my hand and official seal, this 3 day of March, 2017.

KATHY A. HARRIS NOTARY PUBLIC ORANGE COUNTY, NC

[NOTARIAL/OFFICIAL SEAL]

Kathy A Harris
Notary Public

My commission expires 4.30.2018

BOOK 1569 PAGE 53

EXHIBIT A

Legal Description of Property

BEING all of that certain real property, including but not limited to all of Lots 1-90, inclusive, as shown on that map entitled "A SUBDIVISION MAP OF BEAU COAST PHASE 1A PROPERTY OF BLUE TREASURE LLC", prepared by Rudolf A. Vandervelde, Jr., PLS of Withers & Ravenel, dated October 20, 2016, and recorded in Map Book 33, Page 401, in the office of the Register of Deeds, Carteret County, North Carolina, as amended by that certain map entitled "RECOMBINATION PLAT OF BEAU COAST PHASE 1A LOTS 4-6, 35-44, 17, 18, 20, OPEN SPACE 3, 6, 7, 9 & 10 PROPERTY OF BLUE TREASURE LLC", prepared by Rudolf A. Vandervelde, Jr., PLS of Withers & Ravenel, dated February 1, 2017, and recorded in Map Book 33, Page 426, in the office of the Register of Deeds, Carteret County, North Carolina.

SAVE AND EXCEPT, for purposes of clarity, any and all portion of the adjoining property shown as "Old Lot" on the above-referenced map recorded in Map Book 33, Page 401, in the office of the Register of Deeds, Carteret County, North Carolina.

BOOK 1569 PAGE 63

EXHIBIT B

Legal Description of Annexed Property

BEING all of Lots 52-58 and 72-78, inclusive, as shown on that map entitled "A SUBDIVISION MAP OF BEAU COAST PHASE 1A PROPERTY OF BLUE TREASURE LLC", prepared by Rudolf A. Vandervelde, Jr., PLS of Withers & Ravenel, dated October 20, 2016, and recorded in Map Book 33, Page 401, in the office of the Register of Deeds, Carteret County, North Carolina.

BOOK 1569 PAGE 53

FOR REGISTRATION REGISTER OF DEEDS
Karen S. Hardesty
Carteret County, NC
May 31, 2017 8:38:06 AM
ADMT # Pages: 6
Fee:$26.00 NC Revenue Stamp:$0.00
FILE # 1577140

Karen S. Hardesty

Prepared by and return to: David E. Miller, III, Esq.
Morris, Russell, Eagle & Worley, PLLC
2235 Gateway Access Point, Suite 201
Raleigh, NC 27607

SUPPLEMENTAL DECLARATION AND SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAU COAST

CARTERET COUNTY, NORTH CAROLINA

This SUPPLEMENTAL DECLARATION AND SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BEAU COAST ("**Supplemental Declaration and Amendment**") is made this 30th day of May, 2017, by Blue Treasure LLC, a North Carolina limited liability company ("**Declarant**").

WITNESSETH:

WHEREAS, the Declarant heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for Beau Coast recorded in Book 1566 at Page 433 (or File #1566433) in the Carteret County Registry, as supplemented and amended by that certain Supplemental Declaration and First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Beau Coast recorded in Book 1569 at Page 53 (or File #1569053) in the Carteret County Registry (collectively the "**Declaration**");

WHEREAS, the Declaration provides the Declarant, during the Declarant Control Period, may unilaterally, and in its sole discretion, without the joinder or approval of the Association, any Member, or any other Person and without the necessity of a meeting of the Association, amend the Declaration for any purpose, and may record any such amendment;

WHEREAS, the Declaration provides the Declarant, at any time and from time to time during the Development Period in its sole discretion, may annex all or part of the Additional Property to the terms, provisions, liens, charges, easements, covenants and restrictions of the

Submitted electronically by "Morris, Russell, Eagle & Worley, PLLC"
in compliance with North Carolina stat overning recordable documents
and the terms of the submitter agreeme h the Carteret County Register of Deeds.

Declaration by executing and recording a supplemental declaration describing the portion of the Additional Property being annexed;

WHEREAS, the Declarant Control Period and Development Period have not ended;

WHEREAS, Declarant intends to amend the description of the Exempt Property in the Declaration for certain Lots in Beau Coast Phase 1A;

WHEREAS, Declarant intends to annex and make subject to the Declaration that part of the Additional Property described herein;

WHEREAS, this Supplemental Declaration and Amendment shall require the consent of Sunken Treasure LLC, a North Carolina limited liability company, with respect to Lots 792, 793, 794 and 795, as more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, this Supplemental Declaration and Amendment constitutes a Non-Material Amendment and does not require the Amendment Consent of Lennar;

WHEREAS, it is the intent of the Declarant that this Supplemental Declaration and Amendment shall be applicable to all Owners, and shall remain in effect until otherwise rescinded, modified, or amended pursuant to the Declaration.

NOW THEREFORE, in accordance with the Declaration, the Declarant does hereby supplement and amend the Declaration as follows:

1. Amendment. Declarant hereby amends the definition of "Exempt Property" in Article I(x) to include those certain lots (the "**Model Home Lots**") described in the attached Exhibit A.

2. Annexation. Declarant hereby subjects all of the property described in Exhibit B attached hereto and incorporated herein (the "**Annexed Property**") to the provisions of the Declaration and annexes such Annexed Property into Beau Coast Subdivision.

3. Effectiveness. This Supplemental Declaration and Amendment shall be effective upon recordation in the Office of the Carteret County Registry.

4. Ratification. All capitalized terms used in this Supplemental Declaration and Amendment that are not otherwise defined herein shall have the meaning ascribed to them in the Declaration. Except as expressly modified in this Supplemental Declaration and Amendment, every term and provision of the Declaration, as amended and supplemented, is hereby ratified and remains in full force and effect.

[Execution page follows]

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by their authorized person on this the 30 day of May, 2017.

BLUE TREASURE LLC,
a North Carolina limited liability company

BY: _____
Name: Julian W. Rawl
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, a Notary Public, certify that Julian W. Rawl personally came before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Manager of Blue Treasure LLC, a North Carolina limited liability company.

Witness my hand and official seal, this 30 day of May, 2017.

LAUREN L SPIROVICH NOTARY PUBLIC WAKE COUNTY N.C.

[NOTARIAL SEAL]

_____
Notary Public

My commission expires Aug. 5, 2021

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by their authorized person on this the 30 day of May, 2017, to evidence their consent to the terms and provisions of this Supplemental Declaration and Amendment with respect to Lots 792, 793, 794 and 795, as more particularly described in the attached Exhibit A.

Sunken Treasure LLC,
a North Carolina limited liability company

BY: Julian W. Rawl
Name: Julian W. Rawl
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, a Notary Public, certify that Julian W. Rawl personally came before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Julian W. Rawl of Sunken Treasure LLC, a North Carolina limited liability company.

Witness my hand and official seal, this 30 day of May, 2017.

LAUREN L SPIROVICH NOTARY PUBLIC WAKE COUNTY, N.C.

[NOTARIAL SEAL]

Lauren L Spirovich
Notary Public

My commission expires Aug. 3, 2021

EXHIBIT A

Legal Description of Model Home Lots

BEING all of Lots 44, 79, 80, 792, 793, 794 and 795, as shown on that map entitled "A SUBDIVISION MAP OF BEAU COAST PHASE 1A PROPERTY OF BLUE TREASURE LLC", prepared by Rudolf A. Vandervelde, Jr., PLS of Withers & Ravenel, dated October 20, 2016, and recorded in Map Book 33, Page 401, in the office of the Register of Deeds, Carteret County, North Carolina.

EXHIBIT B

Legal Description of Annexed Property

BEING all of Lots 44, 79, 80, 792, 793, 794 and 795, as shown on that map entitled "A SUBDIVISION MAP OF BEAU COAST PHASE 1A PROPERTY OF BLUE TREASURE LLC", prepared by Rudolf A. Vandervelde, Jr., PLS of Withers & Ravenel, dated October 20, 2016, and recorded in Map Book 33, Page 401, in the office of the Register of Deeds, Carteret County, North Carolina.

2.

FOR REGISTRATION REGISTER OF DEEDS
Karen S. Hardesty
Carteret County, NC
November 7, 2018 4:22:07 PM
ADMT # Pages: 7
Fee:$26.00 NC Revenue Stamp:$0.00
FILE # 1622492

Karen S. Hardesty

Prepared by and return to: David E. Miller, III, Esq.
Longleaf Law Partners
2235 Gateway Access Point, Suite 201
Raleigh, NC 27607

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAU COAST

CARTERET COUNTY, NORTH CAROLINA

This THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BEAU COAST ("**Amendment**") is made this 31st day of October, 2018, by Blue Treasure LLC, a North Carolina limited liability company ("**Declarant**").

WITNESSETH:

WHEREAS, the Declarant heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for Beau Coast recorded in Book 1566 at Page 433 (or File #1566433) in the Carteret County Registry, as supplemented and amended by that certain Supplemental Declaration and First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Beau Coast recorded in Book 1569 at Page 53 (or File #1569053) in the Carteret County Registry, and as further supplemented and amended by that certain Supplemental Declaration and Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Beau Coast recorded in Book 1577 at Page 140 (or File #1577140) in the Carteret County Registry (collectively the "**Declaration**");

WHEREAS, Declarant and Lennar Carolinas, LLC entered into that certain Amended and Restated Agreement for the Purchase and Sale of Real Property (Beau Coast) dated August 4, 2016 (the "Lennar Agreement") that, *inter alia*, granted to Lennar (i) the right to purchase Lots within the Community, and (ii) certain rights and privileges under the Declaration;

WHEREAS, Declarant and Lennar, contemporaneously with the execution of this Amendment, have terminated the Lennar Agreement, and pursuant to such agreement, Declarant desires to amend the Declaration with respect to the rights and privileges of Lennar;

Submitted electronically by "Longlea Partners"
in compliance with North Carolina st governing recordable documents
and the terms of the submitter agree ith the Carteret County Register of Deeds.

WHEREAS, the Declaration provides the Declarant, during the Declarant Control Period, may unilaterally, and in its sole discretion, without the joinder or approval of the Association, any Member, or any other Person and without the necessity of a meeting of the Association, amend the Declaration for any purpose, and may record any such amendment;

WHEREAS, the Declaration provides the Declarant, at any time and from time to time during the Development Period in its sole discretion, may annex all or part of the Additional Property to the terms, provisions, liens, charges, easements, covenants and restrictions of the Declaration by executing and recording a supplemental declaration describing the portion of the Additional Property being annexed;

WHEREAS, the Declarant Control Period and Development Period have not ended;

WHEREAS, this Amendment requires the Amendment Consent of Lennar;

WHEREAS, it is the intent of the Declarant that this Supplemental Declaration and Amendment shall be applicable to all Owners, and shall remain in effect until otherwise rescinded, modified, or amended pursuant to the Declaration.

NOW THEREFORE, in accordance with the Declaration, the Declarant does hereby supplement and amend the Declaration as follows:

1. Amendment of Rights of Lennar. The rights of Lennar described in the Declaration shall be limited solely and exclusively to the Lots in the Community owned by Lennar at the time of the recording of this Amendment (collectively, the "**Lennar Lots**"). The Lennar Lots are more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference.

2. Amendment of Article II, Section 3 ("Withdrawal of Property"). Article II, Section 3 is hereby deleted in its entirety and replaced with the following:

> The Declarant may, in its sole discretion at any time and from time to time during the Development Period, withdraw any portion of the Property from the coverage of this Declaration, regardless of the fact that such actions may affect the relative voting strength of any Member or class of membership in the Association or increase or reduce the number of Owners subject to assessment under this Declaration, by recording a Supplemental Declaration describing the portion of the Property being withdrawn; provided, however, if the property is part of the Common Areas and is owned or leased by the Association, the written consent of the Association shall be required to effect such withdrawal. From and after such recording, the withdrawn portion of the Property no longer shall be part of the Property and may be held, transferred, sold, conveyed, used, given, leased, occupied, mortgaged or otherwise encumbered free and clear of any and all of the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration, including, without limitation, all lien and assessment provisions set forth in this Declaration.

3. Amendment of Article II, Section 6 ("Neighborhoods"). The first paragraph of Article II, Section 6 is hereby deleted in its entirety and replaced with the following:

> At the time of the recording of this Declaration, the Declarant hereby establishes the following three (3) Neighborhoods within the Property: "Beau Shoals", "Beaux Bridge" and "Beaufort East Village". The Declarant, in its sole discretion, may establish additional Neighborhoods within the Property by Supplemental Declaration to the Declaration and/or Plats in order to subject such Lots to additional covenants and restrictions or to benefit said Lots differently from other Lots on the Property. During the Development Period, the Declarant, in its sole discretion and without the joinder of any other Person, may assign portions of the Property to a specific Neighborhood, redesignate Neighborhood boundaries, or remove portions of the Property from a specific Neighborhood.

4. Amendment of Article V, Section 9 ("Period of Declarant Control"). Upon the recordation of this Amendment in the Office of the Carteret County Registry, Lennar shall automatically be removed as a director of the Board.

5. Amendment of Article XI, Section 1 ("Amendment by Declarant"). The second paragraph of Article XI, Section 1 is hereby deleted in its entirety and replaced with the following:

> Notwithstanding the immediately preceding paragraph, any amendment of the Declaration which materially affects a Lennar Lot shall require the consent ("Amendment Consent") of Lennar for any period of time that Lennar is the Owner of a Lennar Lot in the Community.

6. Amendment of Article XII, Section 1 ("Duration"). Article XII, Section 1 is hereby deleted in its entirety and replaced with the following:

> Unless sooner terminated as required by Legal Requirements, the Declaration shall run with and bind the Property and each Owner, and shall inure to the benefit of the Association, and each other Owner of any portion of the Property, and their respective heirs, successors, and assigns, from and after the recording of the Declaration in the Registry until such time as it is terminated by a written termination agreement, executed or ratified in the same manner as a deed, by those Members who hold eighty percent (80%) or more of the total number of votes in the Association, and also with the written consent of Declarant during the Development Period. Execution or ratification by any one of multiple Owners of a Lot is sufficient for that Lot unless, prior to the time the termination agreement is recorded in the Registry, any other Owner of that Lot files with the Association a written objection to the termination of the Declaration (in which event the vote allocated to that Lot shall be considered as not having been exercised). The termination agreement shall specify a date after which it will be void unless it is recorded in the Registry before that date. The termination agreement may not be recorded in the Registry unless and until the requisite number of signatures have been obtained as provided herein, and it shall be effective only upon recording. If, pursuant to the termination agreement, any real estate in the Property is to be sold following termination of the Declaration, the minimum terms of the sale shall be set forth therein.

7. Termination of Rights of Lennar. Immediately after the transfer of the last Lennar Lot to a Person other than Lennar, the rights of Lennar described in the Declaration shall have no further force or legal effect.

8. Effectiveness. This Amendment shall be effective upon recordation in the Office of the Carteret County Registry.

9. Ratification. All capitalized terms used in this Amendment that are not otherwise defined herein shall have the meaning ascribed to them in the Declaration. Any portion of the Declaration that is inconsistent with this Amendment shall be deemed amended to be consistent with this Amendment. Except as expressly modified in this Amendment, every term and provision of the Declaration, as amended and supplemented, is hereby ratified and remains in full force and effect.

[Execution page follows]

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by their authorized person on this the _____ day of _____, 2018.

BLUE TREASURE LLC,
a North Carolina limited liability company

BY: _____
Name: Julian W. Rawl
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public, certify that Julian W. Rawl personally came before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Manager of Blue Treasure LLC, a North Carolina limited liability company.

Witness my hand and official seal, this 1 day of November, 2018.

VICKIE E ALMOND NOTARY PUBLIC WAKE COUNTY NC

[NOTARIAL SEAL]

Vicki E Almond
Notary Public

My commission expires June 26, 2021

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by their authorized person on this the 5th day of NOVEMBER, 2018, to evidence their consent to the amendment of the Declaration described herein.

LENNAR CAROLINAS, LLC,
a Delaware limited liability company

BY: _____
Name: TROY J. GEORGE
Title: DIVISION PRESIDENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public, certify that TROY J. GEORGE personally came before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: DIVISION PRESIDENT of Lennar Carolinas, LLC, a Delaware limited liability company.

Witness my hand and official seal, this 5th day of NOVEMBER, 2018.

Wake County, North Carolina
Notary Public
Jason H Rivenbark
My Commission Expires 6/26/2023

_____ / JASON H. RIVENBARK
Notary Public

My commission expires 6/26/2023

[NOTARIAL/OFFICIAL SEAL]

EXHIBIT "A"

Legal Description of Lennar Lots

Being all of Lots 8, 15-16, 20, 24, 27-28, 30, 35-44, 50, 53-54, 56, 58-59, 72-75, and 77-79, as shown on that map entitled "SUBDIVISION MAP OF BEAU COAST PHASE 1A PROPERTY OF BLUE TREASURE LLC – LENNAR CAROLINAS, LLC SUNKEN TREASURE, LLC" prepared by Rudolf A. Vandervelde, Jr., PLS of WithersRavenel, dated July 13, 2017, and recorded in the office of the Register of Deeds for Carteret County, North Carolina in File #33505 (also known as Plat Book 33, Page 505).

Prepared by and return to: David E. Miller, III, Esq.
Longleaf Law Partners
4509 Creedmoor Road, Suite 302
Raleigh, NC 27612

FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAU COAST

CARTERET COUNTY, NORTH CAROLINA

This FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BEAU COAST ("**Amendment**") is made this ____ day of _____, 2020, by Blue Treasure LLC, a North Carolina limited liability company ("**Declarant**").

WITNESSETH:

WHEREAS, the Declarant heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for Beau Coast recorded in Book 1566 at Page 433 (or File #1566433) in the Carteret County Registry, as supplemented and amended by that certain Supplemental Declaration and First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Beau Coast recorded in Book 1569 at Page 53 (or File #1569053) in the Carteret County Registry, and as further supplemented and amended by that certain Supplemental Declaration and Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Beau Coast recorded in Book 1577 at Page 140 (or File #1577140) in the Carteret County Registry, and as further supplemented and amended by that certain Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Beau Coast (the "**Third Amendment**") recorded in Book 1622 at Page 492 (or File #1622492) in the Carteret County Registry (collectively the "**Declaration**");

WHEREAS, the Declaration provides the Declarant, during the Declarant Control Period, may unilaterally, and in its sole discretion, without the joinder or approval of the Association, any Member, or any other Person and without the necessity of a meeting of the Association, amend the Declaration for any purpose, and may record any such amendment;

WHEREAS, the Declarant Control Period has not ended;

WHEREAS, Declarant no longer intends for the Community to contain the Neighborhood known as "Beaufort East Village";

WHEREAS, all Lennar Lots have been transferred to a Person other than Lennar and Lennar has no right to purchase a Lot in the Community from Declarant;

WHEREAS, Declarant desires to make such other amendments to the Declaration as provided herein;

WHEREAS, Declarant intends to annex and make subject to the Declaration that part of the Additional Property described herein;

WHEREAS, it is the intent of the Declarant that this Amendment shall be applicable to all Owners and shall remain in effect until otherwise rescinded, modified or amended pursuant to the Declaration.

NOW THEREFORE, in accordance with the Declaration, the Declarant does hereby amend the Declaration as follows:

1. Annexation. Declarant hereby subjects all of the property described in Exhibit A, attached hereto and incorporated herein by reference (the "**Annexed Property**"), to the provisions of the Declaration and annexes such Annexed Property into the Community.

2. Amendments Related to Beaufort East Village.

a. Amendment to Definition of "Development Plan" in Article I ("Definitions"). The definition of "Development Plan" is hereby amended to exclude any plan(s) that may be entitled "Beaufort East Village."

b. Amendment to Definition of "Neighborhood" in Article I ("Definitions"). The definition of "Neighborhood" is hereby amended to contemplate two (2) Neighborhoods which shall be known as "Beau Shoals" and "Beaux Bridge".

c. Amendment of Article II, Section 6 ("Neighborhoods"). Article II, Section 6 is hereby amended to provide that the Declarant has established the following two (2) Neighborhoods within the Property: "Beau Shoals" and "Beaux Bridge".

d. Amendment to Article III, Section 10 ("Beaufort East Village Neighborhood Limited Common Area"). Article III, Section 10 is hereby deleted in its entirety.

3. Amendments Related to Lennar.

a. Termination of Rights of Lennar. For purposes of clarity, any and all rights of Lennar described in the Declaration, including but not limited to Amendment Consent and any written consents required from Lennar, are null and void and have no further force and effect in accordance with paragraph 7 of the Third Amendment. Any paragraphs, section, sentences, clauses and phrases of the Declaration referencing Lennar shall be interpreted in accordance with Article XV, Section 2 of the Declaration.

b. Amendment to Definition of "Builder" in Article I ("Definitions"). The definition of "Builder" is hereby deleted in its entirety and replaced with the following:

> "Builder" is defined as a Person, other than the Declarant, who constructs residential dwellings for resale to other Persons, and who purchases or becomes the Owner of one or more Lots within the Property for the purpose of constructing thereon one or more residential dwellings for resale to other Persons "Builders" refers to all such persons or entities collectively.

4. Amendment of Article VIII, Section 16 ("Vehicles and Parking"). Article VIII, Section 16 is hereby amended to allow the Owner(s) or occupant(s) of a Lot to park (i) licensed and operable two-axle automobiles or two-axle trucks owned by such Owner(s) or occupant(s) within the publicly dedicated

right of ways within the Community and (ii) commercial vehicles (including a commercial vehicle with advertising or lettering) owned by such Owner(s) or occupant(s) in a driveway located on a Lot.

5. Amendment of Article XIV, Section 2 ("Townhome Casualty Insurance – Association"). Article XIV, Section 2 is hereby amended to add subsection (e) with the following:

> Notwithstanding any terms and provisions in the Declaration and in any event in addition to the same, in the event an Owner is responsible, or deemed responsible by such Owner's insurance company, for damage to a Townhome or Townhome Building, and such damage results in a claim on any insurance policy purchased by the Association under this Article XIV of this Declaration, the cost of the Association's deductible under such insurance policy shall be charged to such Owner and shall be a special individual assessment against such Owner's Lot.

6. No Leasing on Lots Situated North of Freedom Park Road. Article VIII, Section 23 is hereby amended to prohibit any and all leasing or rental activity in connection with any Lot in the Community, including any Dwelling thereon, located north of Freedom Park Road. Each Dwelling on such Lots shall be used only for primary or secondary residential occupancy by an Owner. The restriction in this paragraph shall apply to any Additional Property located north of Freedom Park Road and subjected to this Declaration. Every Owner, by acceptance of a deed for any Lot in the Community which lies north of Freedom Park Road, acknowledges and agrees that such Lot and any Dwelling thereon is subject to the restrictions described herein.

7. Effectiveness. This Amendment shall be effective upon recordation in the Office of the Carteret County Registry.

8. Ratification. All capitalized terms used in this Amendment that are not otherwise defined herein shall have the meaning ascribed to them in the Declaration. Any portion of the Declaration that is inconsistent with this Amendment shall be deemed amended to be consistent with this Amendment. Except as expressly modified in this Amendment, every term and provision of the Declaration, as amended and supplemented, is hereby ratified and remains in full force and effect.

[Execution page follows]

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by their authorized person on this the _____ day of _____, 2020.

BLUE TREASURE LLC,
a North Carolina limited liability company

BY: _____
Name: _____
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public, certify that _____ personally came before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Manager of Blue Treasure LLC, a North Carolina limited liability company.

Witness my hand and official seal, this ___ day of _____, 2020.

_____
Notary Public

My commission expires _____

[NOTARIAL/OFFICIAL SEAL]

EXHIBIT A

Legal Description of Annexed Property

BEING all of that certain real property, including but not limited to all of Lots 207-208, inclusive, and all of Lots 245-291, inclusive, as shown on that map entitled "SUBDIVISION MAP OF BEAU COAST PHASE 2B PROPERTY OF BLUE TREASURE LLC", prepared by Rudolf A. Vandervelde, Jr., PLS of WithersRavenel, dated _____, 2020, and recorded in Map Book _____ at Page _____ in the office of the Register of Deeds, Carteret County, North Carolina.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by their authorized person on this the 2 day of March, 2017.

BLUE TREASURE LLC,
a North Carolina limited liability company

BY: Timothy R Smith
Name: Timothy R Smith
Title: Manager/Member

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, a Notary Public, certify that Timothy R Smith personally came before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Member/Manager of Blue Treasure LLC, a North Carolina limited liability company.

Witness my hand and official seal, this 2 day of March, 2017.

[NOTARIAL OFFICIAL SEAL]

Lauren L Spirovich
Notary Public

My commission expires Aug. 8, 2021

BOOK 1569 PAGE 53

FOR REGISTRATION REGISTER OF DEEDS
Karen S. Hardesty
Carteret County, NC
September 25, 2020 9:39:33 AM
ADMT # Pages: 6
Fee: $26.00 NC Revenue Stamp: $0.00
FILE # 1689035

2.

Karen S. Hardesty

Prepared by and return to: David E. Miller, III, Esq.
Longleaf Law Partners
4509 Creedmoor Road, Suite 302
Raleigh, NC 27612

FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAU COAST

CARTERET COUNTY, NORTH CAROLINA

This FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BEAU COAST ("**Amendment**") is made this 23 day of September, 2020, by Blue Treasure LLC, a North Carolina limited liability company ("**Declarant**").

WITNESSETH:

WHEREAS, the Declarant heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for Beau Coast recorded in Book 1566 at Page 433 (or File #1566433) in the Carteret County Registry, as supplemented and amended by that certain Supplemental Declaration and First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Beau Coast recorded in Book 1569 at Page 53 (or File #1569053) in the Carteret County Registry, and as further supplemented and amended by that certain Supplemental Declaration and Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Beau Coast recorded in Book 1577 at Page 140 (or File #1577140) in the Carteret County Registry, and as further supplemented and amended by that certain Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Beau Coast (the "**Third Amendment**") recorded in Book 1622 at Page 492 (or File #1622492) in the Carteret County Registry, and as further supplemented and amended by that certain Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Beau Coast recorded in Book 1679 at Page 383 (or File #1679383) in the Carteret County Registry (collectively the "**Declaration**");

WHEREAS, the Declaration provides the Declarant, during the Declarant Control Period, may unilaterally, and in its sole discretion, without the joinder or approval of the Association, any Member, or any other Person and without the necessity of a meeting of the Association, amend the Declaration for any purpose, and may record any such amendment;

WHEREAS, the Declarant Control Period has not ended;

WHEREAS, Declarant no longer intends for the Community to contain the Neighborhood known as "Beaufort East Village";

Submitted electronically by "Longleaf Law Partners"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Carteret County Register of Deeds.

WHEREAS, Declarant intends to change the name of the Neighborhood known as "Beaux Bridge" to "Peninsula";

WHEREAS, all Lennar Lots have been transferred to a Person other than Lennar and Lennar has no right to purchase a Lot in the Community from Declarant;

WHEREAS, Declarant desires to make such other amendments to the Declaration as provided herein;

WHEREAS, Declarant intends to annex and make subject to the Declaration that part of the Additional Property described herein;

WHEREAS, it is the intent of the Declarant that this Amendment shall be applicable to all Owners and shall remain in effect until otherwise rescinded, modified or amended pursuant to the Declaration.

NOW THEREFORE, in accordance with the Declaration, the Declarant does hereby amend the Declaration as follows:

1. **Annexation**. Declarant hereby subjects all of the property described in Exhibit A, attached hereto and incorporated herein by reference (the "**Annexed Property**"), to the provisions of the Declaration and annexes such Annexed Property into the Community.

2. **Amendments Related to Beaufort East Village and Beaux Bridge**.

a. Amendment to Definition of "Development Plan" in Article I ("Definitions"). The definition of "Development Plan" is hereby amended to exclude any plan(s) that may be entitled "Beaufort East Village."

b. Amendment to Definition of "Neighborhood" in Article I ("Definitions"). The definition of "Neighborhood" is hereby amended to contemplate two (2) Neighborhoods which shall be known as "Beau Shoals" and "Peninsula". The Neighborhood formerly known as "Beaux Bridge" shall now be known as "Peninsula" and all references to "Beaux Bridge" in the Declaration shall be replaced with "Peninsula". Notwithstanding the amendments in subsections (c) and (d) below, all references to "Beaufort East Village" in the Declaration are hereby deleted and shall have no force or effect.

c. Amendment of Article II, Section 6 ("Neighborhoods"). Article II, Section 6 is hereby amended to provide that the Declarant has established the following two (2) Neighborhoods within the Property: "Beau Shoals" and "Peninsula".

d. Amendment to Article III, Section 10 ("Beaufort East Village Neighborhood Limited Common Area"). Article III, Section 10 is hereby deleted in its entirety.

3. **Amendments Related to Lennar**.

a. Termination of Rights of Lennar. For purposes of clarity, any and all rights of Lennar described in the Declaration, including but not limited to Amendment Consent and any written consents required from Lennar, are null and void and have no further force and effect in accordance with paragraph 7 of the Third Amendment. Any paragraphs, section, sentences, clauses and phrases of the Declaration referencing Lennar shall be interpreted in accordance with Article XV, Section 2 of the Declaration.

b. Amendment to Definition of "Builder" in Article I ("Definitions"). The definition of "Builder" is hereby deleted in its entirety and replaced with the following:

> "Builder" is defined as a Person, other than the Declarant, who constructs residential dwellings for resale to other Persons, and who purchases or becomes the Owner of one or more Lots within the Property for the purpose of constructing thereon one or more residential dwellings for resale to other Persons "Builders" refers to all such persons or entities collectively.

4. **Amendment of Article VIII, Section 16 ("Vehicles and Parking").** Article VIII, Section 16 is hereby amended to allow the Owner(s) or occupant(s) of a Lot to park (i) licensed and operable two-axle automobiles or two-axle trucks owned by such Owner(s) or occupant(s) in marked or dedicated parking spaces within the publicly dedicated right of ways within the Community and (ii) licensed and operable two-axle commercial automobiles or two-axle commercial trucks (including a commercial vehicle with advertising or lettering) owned by such Owner(s) or occupant(s) in a driveway located on a Lot.

5. **Amendment of Article XIV, Section 2 ("Townhome Casualty Insurance – Association").** Article XIV, Section 2 is hereby amended to add subsection (e) with the following:

> Notwithstanding any terms and provisions in the Declaration and in any event in addition to the same, in the event an Owner is responsible, or deemed responsible by such Owner's insurance company, for damage to a Townhome or Townhome Building, and such damage results in a claim on any insurance policy purchased by the Association under this Article XIV of this Declaration, the cost of the Association's deductible under such insurance policy shall be charged to such Owner and shall be a special individual assessment against such Owner's Lot.

6. **No Leasing on Lots Situated North of Freedom Park Road.** Article VIII, Section 23, which governs leasing, is hereby amended to prohibit any and all leasing or rental activity in connection with any Lot in the Community, including any Dwelling thereon, located north of Freedom Park Road. Each Dwelling on such Lots shall be used only for primary or secondary residential occupancy by an Owner. The restriction in this paragraph shall apply to any Additional Property located north of Freedom Park Road and subjected to this Declaration. Every Owner, by acceptance of a deed for any Lot in the Community which lies north of Freedom Park Road, acknowledges and agrees that such Lot and any Dwelling thereon is subject to the restrictions described herein.

7. **Amendment of Article VI for Additional Assessment of Lots in Phase 2B of the Community**. Article VI, Section 5, which governs the levying of Special Assessments, is hereby amended to add the following:

> The Association may levy "special assessments" during any fiscal year on the owners of any Lot in Phase 2B of the Community to pay for any of the following: (i) the costs and maintenance of any monument signage in Limited Common Area within Phase 2B of the Community and maintenance of same; (ii) the costs and maintenance of any landscaping in Limited Common Area within Phase 2B of the Community and maintenance of same; and (iii) any expenses of the Association which benefit only the Lots in Phase 2B of the Community. The term "Phase 2B" shall mean all of the Lots shown as part of Phase 2B on that certain map entitled "SUBDIVISION MAP OF BEAU COAST PHASE 2B AND EASEMENT MAP OF LOTS 206 & 292 BEAU COAST PHASE 2A PROPERTY OF BLUE TREASURE LLC" recorded in Map Book 34, Page 043, Carteret County Registry, as the same may be amended.

8. **Amendment of Article XV for Affirmative Obligations of Owner of Unimproved Lot.** Article XV is hereby amended to add the following Section 20:

Section 20. Unimproved Lot Obligations. Any Unimproved Lot in the Community shall be maintained by its Owner, at such at such Owner's sole expense, in a neat and attractive condition, including but not limited to maintenance of grass, trees, undergrowth and other vegetation, all in in accordance with the Community Wide Standards. In the event that an Owner fails to maintain its Unimproved Lot as provided herein, then the Association may perform such maintenance and all costs thereof may be assessed against the Owner as a specific assessment. The term "Unimproved Lot" shall mean a Lot (i) upon which there is not located a Dwelling for which a certificate of occupancy has been issued by the applicable governmental authority and (ii) which is owned by a Person who is not the Declarant or a Builder.

9. **Amendment of Article IV ("Easements and Property Rights in the Common Areas").** Article IV, Section 1(b), which governs Declarant Activities on the Property, is hereby amended to reserve for Declarant and any Person authorized by Declarant, in the sole discretion of the Declarant and without payment of any fee or charge or compensation to any Person for doing so, the right to construct Recreational Amenities, including but not limited to additional mail kiosks and kayak barns, on any portion of the Common Areas transferred to or owned by the Association.

10. **Effectiveness**. This Amendment shall be effective upon recordation in the Office of the Carteret County Registry.

11. **Ratification**. All capitalized terms used in this Amendment that are not otherwise defined herein shall have the meaning ascribed to them in the Declaration. Any portion of the Declaration that is inconsistent with this Amendment shall be deemed amended to be consistent with this Amendment. Except as expressly modified in this Amendment, every term and provision of the Declaration, as amended and supplemented, is hereby ratified and remains in full force and effect.

[Execution page follows]

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by their authorized person on this the 23 day of September, 2020.

BLUE TREASURE LLC,
a North Carolina limited liability company

BY: Timothy R Smith
Name: Timothy R Smith
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public, certify that Timothy R. Smith personally came before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Manager of Blue Treasure LLC, a North Carolina limited liability company.

Witness my hand and official seal, this 23 day of Sept., 2020.

LAUREN L WARD NOTARY PUBLIC WAKE COUNTY, N.C.

Lauren L Ward
Notary Public

My commission expires Aug. 3, 2021

[NOTARIAL/OFFICIAL SEAL]

EXHIBIT A

Legal Description of Annexed Property

BEING all of Lots 207, 208, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290 and 291, and being all of "OS 26", "OS 27" and "OS 28", all as shown on that certain map entitled "SUBDIVISION MAP OF BEAU COAST PHASE 2B AND EASEMENT MAP OF LOTS 206 & 292 BEAU COAST PHASE 2A PROPERTY OF BLUE TREASURE LLC" prepared by WithersRavenel dated July 15, 2020 and recorded in Map Book 34, page 043, Carteret County Registry.

BEAU COAST WEST

BEAU COAST WEST
PHASES 2/3

BEAU COAST
PHASE 4

BEAU COAST

PHASE 1

PHASE 2

PHASE 3

PHASE 4

PHASE 2B

PHASE 3

PHASE 2A

PHASE 5

PHASE 1A & 1B

NOT A PART

AMENITY

MODEL LOT 1

MODEL LOT 2

PUMP STATION

GEORGE STREET (PUBLIC)

PINE VIEW BLVD (PUBLIC)

CAROLINA DUCK WAY (PUBLIC)

SPOONBILL LANE (PUBLIC)

SPROCKAL LANE (PUBLIC)

YELLOWLEGS LANE (PUBLIC)

FREEDOM PARK ROAD (PUBLIC)

CORMORANT WAY (PUBLIC)

GREENHEAD WAY (PUBLIC)

BUFFLEHEAD LANE (PUBLIC)

DOWITCHER DRIVE (PUBLIC)

GREAT EGRET WAY (PUBLIC)

RUDDY DUCK COURT

BROWN PELICAN WAY

AVOCET DRIVE

SHELDRAKE COURT

SWAN COURT

GOLDENEYE COURT

FREEDOM PARK ROAD

SUMMER DUCK DRIVE

FISHING DUCK

SKIMMER COVE

GREAT EGRET WAY

BLUE BILL WAY

15TH ALLEY

14TH ALLEY

13TH ALLEY

12TH ALLEY

11TH ALLEY

10TH ALLEY

9TH ALLEY

8TH ALLEY

7TH ALLEY

6TH ALLEY

5TH ALLEY

4TH ALLEY

3RD ALLEY

2ND ALLEY

1ST ALLEY

SEA HAWK STREET

IBIS PLACE

GANNET PLACE

GRAY DUCK DRIVE

WHIMBREL WAY

SHEARWATER LANE

SHEARWATER LANE SOUTH

GRAPHIC SCALE

200 0 100 200 400

1 inch = 200 ft.

246

WithersRavenel
Engineers | Planners | Surveyors
219 Station Road | Ste 101 | Wilmington, NC 28405 | t: 910.256.9277 | license #: C-0832 | www.withersravenel.com

BEAU COAST & BEAU COAST WEST

Carteret County

OVERALL PHASE INFORMATION EXHIBIT

Job No.	02080976.10	Drawn By	W&R
Date	05/18/2021	Designer	W&R

Revisions

Sheet No.
1

K:\080.08-WTR\080976.00\Beau Coast Phase 4 (CAD)\Exhibits\Overall Phase Bonding Delineation Exhibit.dwg, Friday, November 21, 2025 12:45:16 PM, BDYD, JOE

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

Board of Commissioners
Regular Meeting
6:00 PM Monday, March 9, 2026

AGENDA CATEGORY: New Business

SUBJECT: Case # 26-05 Final Plat: Beau Coast West Phase 2 & 3

BRIEF SUMMARY:

The applicant wishes to subdivide a 43.483-acre tract into 157 Single-Family Residential Lots & 68 Townhome Lots for a total of 225 Lots. In addition to Planning Staff the applicants Engineer will also be available to answer questions.

The applicant has chosen to request to bond the infrastructure improvement and has submitted cost estimates for the complete cost of improvements totaling **$3,804,380.56** (See estimated cost of improvement sheet from engineer).

At their February 6th meeting the Planning Board unanimously recommended approval of the request.

REQUESTED ACTION:

Decision on Request

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP

Planning & Inspections Director

BUDGET AMENDMENT REQUIRED: N/A

STAFF REPORT

To: Honorable Mayor & Board of Commissioners

From: Kyle Garner, AICP, Town Planner

Date: February 17, 2026

Case No. 26-05 Beau Coast West - Final Plat Phase 2 & 3

THE QUESTION: Subdivide a 43.483-acre tract into 157 Single-Family Residential Lots & 68 Townhome Lots for a total of 225 Lots

BACKGROUND: The preliminary plat for this area was approved in December 2022 for installation of infrastructure improvements.

Location:	Beau Coast Subdivision
Owners:	Blue Treasure, LLC
Requested Action:	Subdivide a 43.483 Acre Tract into 225 Lots
Existing Zoning	PUD
Size:	43.483 acres
Amount of Open Space:	4.828 Acres
Existing Land Use:	Undeveloped

SPECIAL INFORMATION: As part of the Final Plat process the infrastructure can be either installed or bonded through a financial guarantee process to ensure completion of the project. The applicant has chosen to request to bond the infrastructure improvement and has submitted cost estimates for the complete cost of improvements totaling **$3,804,380.56** (See estimated cost of improvement sheet from engineer).

At their February 6th meeting the Planning Board unanimously recommended approval of the request.

Public Utilities:

Water:	Town Of Beaufort
Sanitary Sewer:	Town Of Beaufort

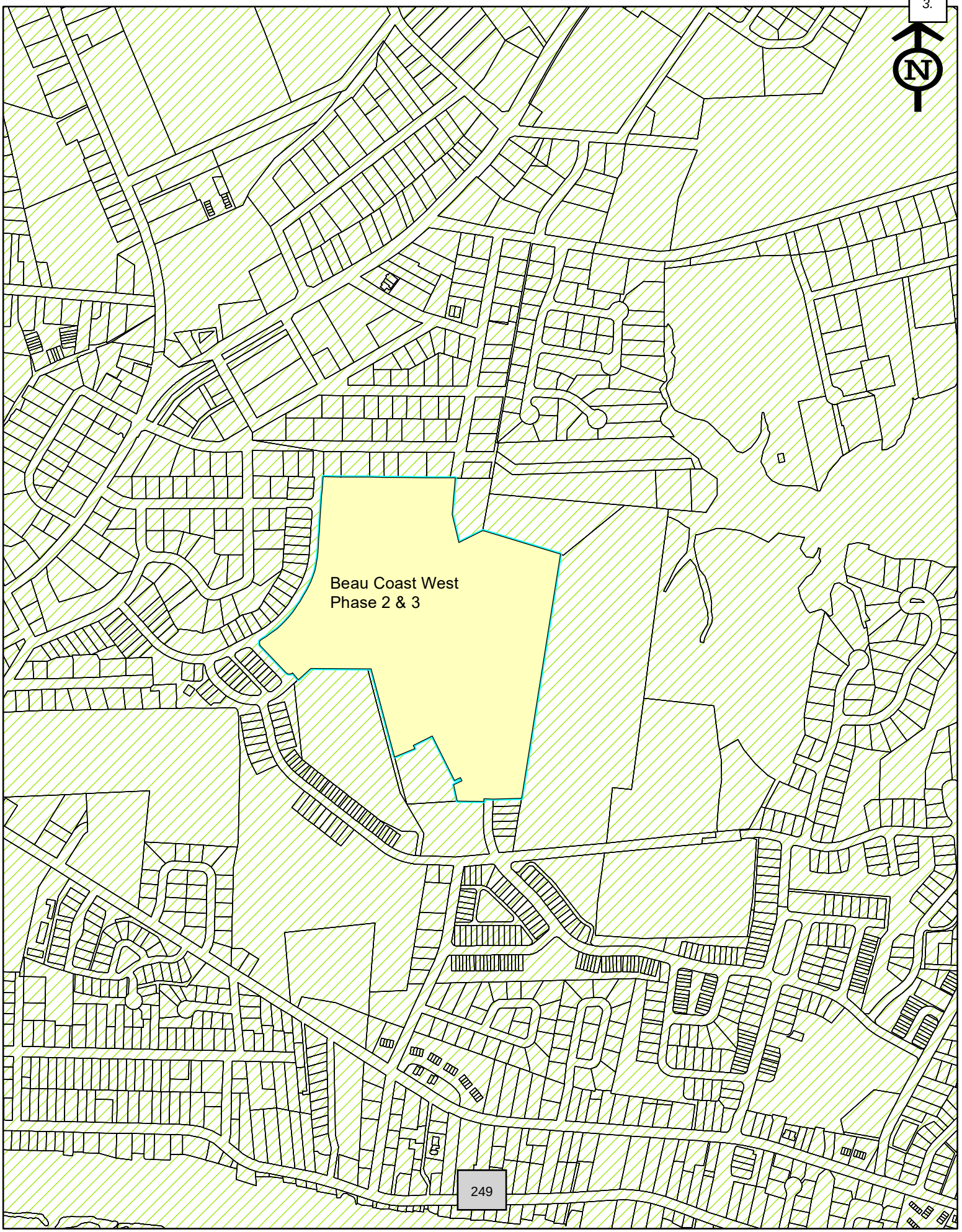
OPTIONS:

1. Recommend approval of the Final Plat for Beau Coast West – Phase 2 & 3.
2. Deny the request

Attachments:

- Attachment A - Vicinity Map
- Attachment B - Final Plat for Beau Coast West – Phase 2 & 3
- Attachment C - Bond Estimates

Case #26-05 Vicinity Map - Final Plat - Beau Coast West 2 & 3



BEAUFORT EAST VILLAGE SUBDIVISION - PHASES 2 & 3

GENERAL NOTES

1. AREAS COMPUTED BY COORDINATE METHOD.
2. BASIS OF BEARING NAD 83(1986).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. SEE SYMBOL LEGEND FOR PROPERTY CORNER DESIGNATIONS.
5. A PORTION OF THE SUBJECT PROPERTY IS LOCATED IN SPECIAL FLOOD HAZARD AREA (ZONE AE) ACCORDING TO NORTH CAROLINA FLOOD INSURANCE RATE MAP # 3720730600J, PANEL 7306, EFFECTIVE DATE: 7-16-2003
6. 404 WETLANDS SHOWN HEREON WERE DELINEATED BY LAND MANAGEMENT GROUP. WETLAND DELINEATION AND JURISDICTIONAL STATUS APPROVED BY USACE JURISDICTIONAL DETERMINATION (SAW-2016-00147) DATED 9/9/2022

   CAMA WETLAND LINE (COASTAL WETLANDS) AND NORMAL HIGH WATER LINE DELINEATED BY DAVEY RESOURCE GROUP PROVIDED EXHIBIT, DATED JUNE 23, 2022.

   CAMA COASTAL WETLANDS AND NORMAL HIGH WATER FIELD VERIFIED BY CURTIS WEYCHERT WITH NC DIVISION OF COASTAL MANAGEMENT ON 6/8/2022

   CAMA WETLAND LINE (COASTAL WETLANDS) AND NORMAL HIGH WATER LINE SHOWN HERON WAS FIELD LOCATED BY WITHERSRAVENEL IN JULY 2022
7. THE TOWN OF BEAUFORT SHOULD BE CONTACTED TO VERIFY BUILDING SETBACKS AND OTHER DEVELOPMENTAL RESTRICTIONS.
8. NCGS MONUMENT WAS NOT FOUND WITHIN 2000' OF THE SITE.
9. IRON PIPES NOT SET ALONG THE NORMAL HIGH WATER LINE EXCEPT AT INTERSECTING PROPERTY LINES.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF BEAUFORT AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISHED MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWER, STORM SEWER AND WATER LINES TO THE TOWN OF BEAUFORT.

BLUE TREASURE LLC

BY: _____

NAME: _____
DATE

TITLE: MANAGER

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

THE BEAUFORT PLANNING BOARD HEREBY APPROVES THE FINAL PLAT FOR THE

_____ SUBDIVISION.

_____
CHAIRMAN, BEAUFORT PLANNING BOARD DATE

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE TOWN OF BEAUFORT SPECIFICATIONS AND STANDARDS IN THE _____ SUBDIVISION OR THAT GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT AND MANNER SATISFACTORY TO THE TOWN OF BEAUFORT HAVE BEEN RECEIVED AND THAT FILLING FEE FOR THIS PLAT, IN THE AMOUNT OF $_____ HAS BEEN PAID.

_____
TOWN MANAGER DATE

REGISTER OF DEEDS

FILED FOR REGISTRATION AT _____, O'CLOCK ON THE _____ DAY OF _____, 2025

RECORDED IN MAP BOOK _____ PAGE _____

_____
REGISTER OF DEEDS CARTERET COUNTY DATE

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR BEAUFORT, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN APPROVED BY THE BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF CARTERET COUNTY.

_____
DATE TOWN CLERK, BEAUFORT

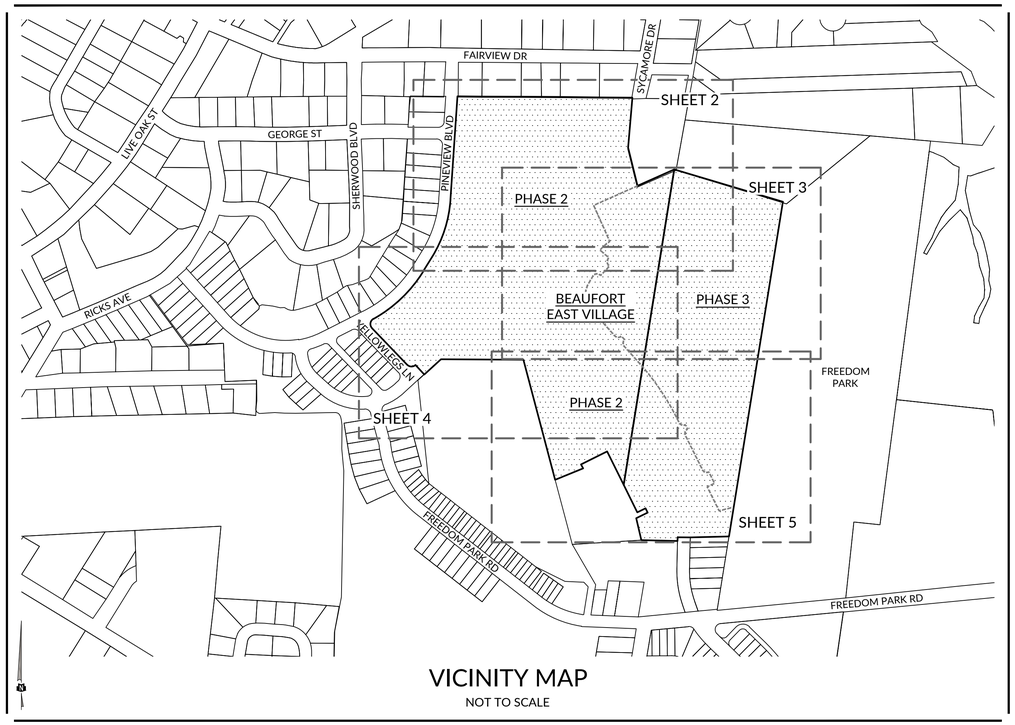
REVIEW OFFICER CERTIFICATE

I _____ REVIEW OFFICER OF CARTERET COUNTY, CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

_____
REVIEW OFFICER

_____
DATE

NORTH CAROLINA
CARTERET COUNTY



VICINITY MAP
NOT TO SCALE

LEGEND (UNLESS OTHERWISE NOTED)

ADJOINING LINE	
BOUNDARY LINE	
30' CAMA SETBACK	
CAMA 75' AEC	
EXISTING EASEMENT	
1% ANNUAL CHANCE FLOOD HAZARD AREA	
R/W	
PRIVATE DRAINAGE EASEMENT	
PUBLIC DRAINAGE EASEMENT	
PUBLIC UTILITY EASEMENT	
STREAM	
CALCULATED POINT	●
IRON PIPE FOUND	○
IRON PIPE SET	◉
LOT NUMBER	(#)
REBAR FOUND	RBF ○
RIGHT OF WAY	R/W
STORMWATER CONTROL MEASURE	SCM
SQUARE FEET	SF
WETLANDS	

BEAUFORT EAST VILLAGE SUBDIVISION PHASES 2 & 3 SITE DATA

OWNER: BLUE TREASURE LLC
MAILING ADDRESS: PO BOX 3557, CARY NC 27519
DEED REFERENCE: DB 1293 PG 129 | DB 1241 PG 316 | 1256 PG 198
PLAT REFERENCE: PB 34 PG 326
CARTERET COUNTY PIN: 7306208136O5000
TOWN OF BEAUFORT ZONING: PUD
WATERSHED: WHITE OAK RIVER BASIN

RESIDENTIAL SINGLE FAMILY LOTS: 157
RESIDENTIAL TOWNHOUSE LOTS: 68
TOTAL RESIDENTIAL LOTS: 225

TOTAL LOT ACREAGE: 28.610 ACRES
AVERAGE LOT SIZE: 5,539 SQUARE FEET
DENSITY: 5.17 UNITS/ACRE
OPEN SPACE ACREAGE: 4.828 ACRES
PUMP STATION LOT ACREAGE: 0.249 ACRES
DEDICATED PUBLIC RIGHT OF WAY: 9.796 ACRES

TOTAL PHASES 2 & 3 ACREAGE: 43.483 ACRES

SETBACKS

32' WIDE LOTS	40', 44', 47', 50' WIDE LOTS
4' FRONT	20' FRONT
4' SIDE	5' SIDE
5' REAR	15' REAR

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	273.50'	5.41'	5.41'	S 00°45'09" W
C2	25.00'	38.65'	34.92'	N 88°11'19" W
C3	25.00'	45.71'	39.60'	N 08°28'50" E
C4	574.50'	87.95'	87.86'	N 56°28'10" E
C5	574.50'	67.75'	67.71'	N 48°42'19" E
C6	574.50'	87.30'	87.22'	N 40°58'24" E
C7	574.50'	50.07'	50.06'	N 34°07'22" E
C8	524.50'	66.85'	66.80'	N 27°58'29" E
C9	524.50'	29.40'	29.40'	N 22°43'03" E
C10	524.50'	83.58'	83.49'	N 16°32'46" E
C11	524.50'	73.91'	73.85'	N 07°56'39" E
C12	326.50'	40.03'	40.00'	N 03°18'10" W
C13	326.50'	40.03'	40.00'	N 10°13'35" W
C14	326.50'	40.03'	40.00'	N 17°21'01" W
C15	326.50'	19.14'	19.14'	N 23°23'29" W
C16	25.00'	38.34'	34.69'	N 19°42'28" E
C17	99.50'	156.29'	140.71'	N 18°38'12" E
C18	25.00'	38.25'	34.63'	N 17°28'17" E
C19	149.50'	52.53'	52.26'	N 51°14'23" E
C20	149.50'	16.83'	16.82'	N 37°56'56" E
C21	149.50'	38.92'	38.81'	N 27°16'01" E
C22	149.50'	27.83'	27.79'	N 14°28'32" E
C23	30.00'	47.12'	42.43'	N 54°08'30" E
C24	33.00'	44.27'	41.03'	N 60°42'22" E
C25	33.00'	15.13'	15.00'	N 09°08'02" E
C26	33.00'	33.02'	31.66'	N 32°40'14" W
C27	33.00'	11.24'	11.19'	N 71°05'54" W
C28	224.50'	10.44'	10.44'	N 82°11'25" W
C29	224.50'	46.46'	46.40'	N 88°41'05" W
C30	224.50'	40.46'	40.40'	S 80°59'25" W
C31	224.50'	38.52'	38.47'	S 70°54'46" W
C32	224.50'	41.18'	41.12'	S 60°44'34" W
C33	224.50'	70.81'	70.52'	S 46°27'07" W
C34	25.00'	32.67'	30.40'	S 74°51'24" W
C35	301.50'	32.94'	32.93'	N 70°49'57" W
C36	301.50'	80.40'	80.16'	N 81°36'06" W
C37	25.00'	38.96'	35.13'	N 44°35'50" W
C38	25.00'	39.27'	35.36'	N 45°02'47" E
C39	78.50'	47.25'	46.54'	N 72°48'16" E
C40	78.50'	35.36'	35.07'	N 42°39'24" E
C41	78.50'	24.06'	23.97'	N 20°58'13" E
C42	78.50'	31.94'	31.72'	N 00°32'01" E
C43	78.50'	35.36'	35.07'	N 24°01'41" W
C44	78.50'	35.36'	35.07'	N 49°55'24" W
C45	78.50'	35.36'	35.07'	N 75°39'06" W
C46	78.50'	1.73'	1.73'	N 89°11'14" W
C47	25.00'	40.89'	36.49'	N 42°57'17" W
C48	25.00'	37.64'	34.19'	N 47°02'43" E
C49	25.00'	39.21'	35.31'	S 44°53'07" E
C50	25.00'	39.33'	35.40'	S 45°06'53" W
C51	25.00'	40.89'	36.49'	N 42°57'17" W
C52	25.50'	40.12'	36.11'	N 45°06'53" E
C53	29.50'	52.52'	45.85'	S 38°48'49" E
C54	29.50'	40.09'	37.07'	S 51°07'04" W
C55	25.50'	40.06'	36.06'	N 44°57'13" W
C56	23.73'	34.49'	31.53'	N 51°04'56" E
C57	25.00'	39.21'	35.31'	S 44°53'07" E
C58	599.41'	60.10'	60.08'	S 04°11'26" W
C59	599.41'	7.72'	7.72'	S 07°25'55" W
C60	153.13'	78.12'	77.28'	S 23°58'37" W
C61	153.13'	40.24'	40.12'	S 46°07'08" W
C62	153.13'	40.83'	40.71'	S 61°17'06" W
C63	153.13'	46.71'	46.53'	S 77°39'45" W
C64	964.41'	6.00'	6.00'	S 85°57'41" W
C65	964.41'	41.53'	41.53'	S 87°52'24" W
C66	401.50'	62.54'	62.48'	S 84°10'33" W
C67	25.00'	20.61'	20.03'	N 76°40'15" W
C68	25.00'	4.00'	3.99'	N 48°28'28" W
C69	25.00'	32.95'	30.62'	N 06°08'03" W
C70	25.00'	43.41'	38.16'	N 86°21'46" E
C71	25.00'	47.20'	40.50'	S 10°11'45" W
C72	401.50'	85.07'	84.91'	S 58°12'56" W
C73	20.00'	29.31'	26.75'	N 85°52'27" W
C74	20.00'	31.14'	28.09'	N 00°42'59" E
C75	20.00'	29.33'	26.77'	S 85°54'18" E
C76	20.00'	31.91'	28.63'	S 01°48'42" W
C77	348.50'	121.61'	120.99'	S 57°30'52" E
C78	348.50'	41.05'	41.03'	N 70°53'09" E
C79	348.50'	40.25'	40.23'	N 77°34'10" E
C80	348.50'	40.02'	40.00'	N 84°10'07" E
C81	348.50'	7.18'	7.18'	N 88°02'56" E
C82	1017.20'	32.92'	32.92'	N 87°40'56" E
C83	1017.20'	21.37'	21.36'	N 86°09'12" E
C84	206.13'	23.29'	23.28'	N 81°42'14" E
C85	206.13'	66.58'	66.29'	N 69°12'49" E
C86	25.00'	33.46'	31.02'	S 81°41'46" E
C87	25.00'	44.17'	38.64'	S 10°41'34" W
C88	25.00'	22.59'	21.83'	S 87°11'37" W
C89	55.00'	10.37'	10.35'	N 72°19'07" W
C90	55.00'	164.80'	109.84'	S 15°23'53" W
C91	55.00'	65.30'	61.53'	N 74°30'03" E
C92	55.00'	29.72'	29.36'	N 25°00'33" E
C93	25.00'	22.59'	21.83'	N 35°25'07" E
C94	25.00'	35.19'	32.36'	S 78°22'14" E
C95	473.50'	96.56'	96.39'	S 32°12'19" E
C96	273.50'	21.52'	21.52'	S 24°06'33" E
C97	273.50'	63.20'	63.05'	S 15°14'08" E
C98	273.50'	42.02'	41.98'	S 04°12'54" E
C99	25.00'	39.27'	35.36'	N 71°21'48" W
C100	526.50'	4.25'	4.25'	N 26°35'40" W
C101	526.50'	32.00'	32.00'	N 28°34'01" W
C102	526.50'	32.00'	32.00'	N 32°02'59" E
C103	526.50'	32.00'	32.00'	N 35°31'58" W
C104	526.50'	23.41'	23.41'	N 38°32'53" W
C105	20.00'	32.38'	28.96'	N 06°33'17" E
C106	20.00'	32.03'	28.72'	S 81°10'57" E
C107	990.00'	31.27'	31.27'	S 34°23'29" E
C108	990.00'	36.32'	36.32'	S 32°26'07" E
C109	990.00'	36.30'	36.30'	S 30°20'01" E
C110	990.00'	36.30'	36.29'	S 28°13'58" E
C111	990.00'	14.15'	14.15'	S 26°46'23" E
C112	20.00'	31.42'	28.28'	S 18°38'12" W
C113	20.00'	31.42'	28.28'	N 18°38'12" E
C114	20.00'	31.42'	28.28'	S 71°21'48" E
C115	48.50'	76.18'	68.59'	S 18°38'12" W
C116	20.00'	31.42'	28.28'	N 71°21'48" W
C117	20.00'	31.42'	28.28'	N 71°21'48" W
C118	1010.00'	12.48'	12.48'	N 26°43'03" W
C119	1010.00'	32.01'	32.01'	N 27°58'45" W
C120	1010.00'	31.98'	31.97'	N 29°47'39" W
C121	1010.00'	40.74'	40.74'	N 31°51'24" W
C122	1010.00'	38.18'	38.18'	N 34°05'42" W
C123	1010.00'	32.00'	32.00'	N 36°05'09" W
C124	1010.00'	32.00'	32.00'	N 37°54'04" W
C125	1010.00'	32.00'	32.00'	N 39°42'59" W
C126	1010.00'	24.12'	24.12'	N 41°18'30" W
C127	20.00'	31.57'	28.40'	N 03°14'08" E
C128	20.00'	32.01'	28.70'	S 85°40'49" E
C129	71.50'	13.17'	13.15'	S 34°32'47" E
C130	71.50'	3.63'	3.63'	S 27°48'58" E
C131	20.00'	31.42'	28.28'	S 18°38'12" W
C132	25.00'	34.41'	31.76'	N 79°15'32" W
C133	25.00'	44.53'	38.88'	N 11°12'32" E
C134	125.50'	80.83'	79.44'	N 80°41'30" E
C135	25.00'	39.27'	35.36'	S 35°51'30" E
C136	100.50'	91.50'	88.37'	S 35°13'26" W
C137	25.00'	39.27'	35.36'	S 10°41'34" W
C138	110.00'	52.82'	52.32'	N 32°50'50" E
C139	20.00'	38.69'	32.93'	N 74°30'25" E
C140	90.00'	12.70'	12.69'	S 46°02'03" E
C141	990.00'	2.45'	2.45'	S 41°55'12" E
C142	990.00'	32.01'	32.00'	S 40°15'28" E
C143	990.00'	20.00'	20.00'	S 39°25'11" E
C144	20.00'	32.03'	28.72'	S 07°02'45" W
C145	20.00'	30.42'	27.57'	N 83°29'40" W
C146	199.50'	15.55'	15.54'	N 31°10'34" E
C147	199.50'	32.03'	32.00'	N 24°20'36" E
C148	199.50'	32.14'	32.10'	N 15°07'42" E
C149	199.50'	9.42'	9.42'	N 09°09'36" E
C150	648.41'	22.63'	22.63'	N 06°48'11" E
C151	648.41'	32.19'	32.18'	N 04°22'52" E
C152	648.41'	18.76'	18.76'	N 02°07'48" E
C153	25.00'	39.72'	35.68'	N 45°34'01" E
C154	248.50'	95.67'	95.08'	S 77°52'38" E
C155	20.00'	34.09'	30.11'	S 18°01'40" E
C156	110.00'	3.35'	3.35'	S 29°55'31" W
C157	110.00'	32.42'	32.50'	S 20°33'29" W
C158	110.00'	5.12'	5.12'	S 10°43'51" W
C159	90.00'	29.63'	29.50'	S 18°49'51" W
C160	90.00'	28.81'	28.69'	S 37°24'01" W
C161	20.00'	31.43'	28.29'	N 88°22'27" W
C162	25.00'	33.49'	31.04'	N 04°38'19" W
C163	25.00'	33.26'	28.17'	N 86°45'52" W
C164	110.00'	27.18'	27.11'	N 49°04'13" W
C165	110.00'	14.84'	14.83'	N 40°00'46" W
C166	20.00'	17.94'	17.34'	N 38°10'57" W
C167	20.00'	7.64'	7.59'	N 01°32'41" W
C168	90.00'	33.61'	33.42'	N 20°05'53" E
C169	20.00'	34.01'	30.06'	N 79°30'59" E
C170	248.50'	48.66'	48.58'	S 46°09'21" E
C171	248.50'	3.13'	3.13'	S 40°11'07" E
C172	20.00'	30.82'	27.86'	S 04°19'11" W
C173	25.00'	39.27'	35.36'	S 54°08'30" W
C174	174.50'	29.75'	29.71'	N 85°44'31" W
C175	174.50'	39.56'	39.48'	S 82°52'47" W
C176	174.50'	39.56'	39.48'	S 69°53'25" W
C177	174.50'	3.52'	3.52'	S 62°49'07" W
C178	25.00'	34.01'	31.44'	N 78°47'28" W
C179	301.50'	53.99'	53.91'	N 44°57'13" W
C180	25.00'	40.01'	35.87'	N 04°14'25" W
C181	175.50'	63.84'	63.49'	N 52°03'26" E
C182	175.50'	10.88'	10.88'	N 64°13'17" E
C183	175.50'	21.73'	21.71'	N 69°32'40" E
C184	175.50'	79.80'	79.11'	N 86°06'59" E
C185	25.00'	39.27'	35.36'	S 35°51'30" E
C186	20.18'	33.08'	29.50'	N 28°56'09" W
C187	19.66'	60.79'	39.31'	S 05°42'50" E
C188	43.57'	22.95'	22.69'	S 66°45'21" W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°54'46" E	5.57'
L2	S 01°19'09" W	9.98'
L3	N 26°21'48" W	20.00'
L4	S 28°41'38" E	18.87'
L5	N 61°18'22" E	24.99'
L6	S 80°51'30" E	38.96'
L7	S 80°51'58" E	28.91'
L8	S 80°51'58" E	28.91'
L9	S 89°57'13" E	34.34'
L10	N 12°11'22" E	18.32'
L11	S 89°49'00" E	35.20'
L12	S 12°11'22" W	18.32'
L13	N 89°57'13" W	31.34'
L14	N 00°02'47" E	25.99'
L15	N 54°19'31" W	11.05'
L16	N 43°53'39" W	22.35'
L17	S 32°35'03" E	10.20'
L18	N 85°13'16" E	0.56'
L19	N 26°21'48" W	21.52'
L20	S 61°18'22" W	31.81'
L21	N 46°36'15" E	25.78'
L22	N 00°02'47" E	18.34'
L23	S 30°47'51" W	35.75'
L24	S 46°36'15" W	25.74'
L25	N 09°23'55" E	47.47'
L26	N 30°47'51" E	35.86'
L27	S 51°42'41" E	28.37'
L28	S 11°32'46" W	91.57'
L29	S 15°09'07" W	14.18'
L30	S 29°45'03" W	17.46'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	S 00°02'47" W	20.00'
L32	S 15°58'21" E	25.15'
L33	S 18°10'10" W	20.00'
L34	N 15°58'21" W	9.23'
L35	N 36°37'04" E	27.61'
L36	N 18°00'44" E	10.00'
L37	S 71°59'16" E	36.89'
L38	S 36°37'04" W	6.35'
L39	N 66°29'41" E	6.09'
L40	S 66°29'41" W	17.67'
L41	N 37°31'36" W	20.93'
L42	S 54°08'30" W	33.32'
L43	N 80°51'30" W	7.88'
L44	S 80°51'30" E	12.12'
L45	S 65°56'19" E	19.07'
L46	S 24°51'25" E	14.62'
L47	S 66°29'23" W	12.15'
L48	N 23°30'37" W	17.66'
L49	S 14°28'18" W	56.17'
L50	S 42°17'45" W	58.99'
L51	N 31°30'53" W	42.54'
L52	N 72°17'28" W	54.29'
L53	N 44°39'47" W	20.00'
L54	S 87°52'24" W	58.89'
L55	S 67°52'10" W	10.07'
L56	S 61°18'22" W	17.85'
L57	N 28°41'38" W	20.00'
L58	N 61°18'22" E	8.91'
L59	N 40°54'09" W	46.11'
L60	S 01°00'02" W	18.39'
L61	S 26°21'48" E	20.00'

SURVEYOR'S CERTIFICATE

I, RUDOLF A. VANDERVELDE, JR., PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:20,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL.

I ALSO CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

THIS ##____DAY OF _XXXXXXXX_____ A.D.,_XXXX_ .

_____
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER, L- 5146

CAGARD
PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES, OR SALES
VANDERVELDE

SUBDIVISION MAP OF
BEAUFORT EAST VILLAGE - PHASES 2 & 3

PROPERTY OF
BLUE TREASURE LLC

BEAUFORT TOWNSHIP | CARTERET COUNTY | NORTH CAROLINA
PIN: 730620813605000
ZONING: PUD

WR Job No.:	02080976.0
DATE:	12/09/2025
SURVEYED BY:	RJ
DRAWN BY:	MDF
CHECK & CLOSURE BY:	RAV

NOT TO SCALE

SHEET: 1 OF 5

WithersRavenel
115 MacKenan Drive | Cary, NC 27511
License #: F-1479 | t: 919.469.3340 | www.withersravenel.com

K:\08\08-09\09\09976-Beaufort East Village Ph 1\Survey\CAD_Drawings\Base Cover Ph 2-3 Subdivision.dwg, Friday, December 12, 2025 3:23:03 PM, MFERETE

NCGS "BEAUFORT"
NAD 83 (1986)
GRID COORDINATES
N=365,991.92
E=2,704,306.59
CSF=0.99991334

S 44°14'12" E 4,848.40' (GRID)
S 44°14'12" E 4,869.02' (GROUND)

PINEVIEW BOULEVARD
60' PUBLIC R/W
MB 3 PG 154

CONTROL CORNER
IRON PIPE FOUND
NC GRID COORDS
NAD 83 (1986)
N: 362,503.74
E: 2,707,703.04

KURT JAMES SOKOLOWSKI
DB 1853 PG 397
MB 3 PG 154
PIN: 730620726446

LIVIO FERRUZZI AND WIFE
MARIAGIULIA FERRUZZI
DB 731 PG 465
MB 3 PG 154
PIN: 730620727436

OPEN GROUNDS FARM, INC
DB 360 PG 461
MB 3 PG 154
PIN: 730620729405

MERITA C. CHADWICK
DB 1276 PG 406
MB 3 PG 154
PIN: 730620729486

JAMISON F. IPOCK
DB 1111 PG 486
MB 3 PG 154
PIN: 730620821406

CLINTON H. BARNES
DB 303 PG 257
MB 3 PG 154
PIN: 730620822466

SYCAMORE DRIVE
60' PUBLIC R/W
MB 3 PG 154

NC GRID NORTH (NAD 83 (1986))

BEAUFORT EAST VILLAGE
PHASE 1
MB 34 PG 433

S 89°19'51" E 99.87'
S 89°53'42" E 164.34'
S 89°32'48" E 163.65'
S 89°26'54" E 164.14'
S 89°33'47" E 135.57'

164	6,762 SF	0.155 ACRES	
165	5,699 SF	0.131 ACRES	
166	5,688 SF	0.131 ACRES	
167	5,690 SF	0.131 ACRES	
168	5,693 SF	0.131 ACRES	
169	5,695 SF	0.131 ACRES	
170	5,692 SF	0.131 ACRES	
171	5,683 SF	0.130 ACRES	
172	5,674 SF	0.130 ACRES	
173	5,665 SF	0.130 ACRES	
174	5,778 SF	0.133 ACRES	
175	9,040 SF	0.208 ACRES	
176	15,514 SF	0.356 ACRES	

7.5' UTILITY EASEMENT

S 27°15'15" W 153.04'
S 25°03'56" W 278.27'
S 04°49'52" W 210.13'

N 89°49'00" W 468.63'

GEORGE STREET
49' PUBLIC R/W
HEREBY DEDICATED

177 — 14,505 SF — 0.333 ACRES

TOWN OF BEAUFORT
DB 1360 PG 47
MB 31 PG 940
PIN: 730620824249

7.5' UTILITY EASEMENT
S 78°52'40" W 159.48'

178 — 10,678 SF — 0.245 ACRES

RBF

N 77°48'38" W 170.00'

S 89°49'00" E 337.87'

163	7,016 SF	0.161 ACRES	
162	6,125 SF	0.141 ACRES	
161	6,125 SF	0.141 ACRES	
160	6,125 SF	0.141 ACRES	
159	6,125 SF	0.141 ACRES	
158	6,125 SF	0.141 ACRES	
157	6,125 SF	0.141 ACRES	
156	6,566 SF	0.151 ACRES	

7.5' UTILITY EASEMENT

S 89°07'34" E
51.51' (TIE LINE)

OPEN SPACE 45
6,152 SF
0.141 ACRES

N 03°54'26" E 434.70'

20' PRIVATE DRAINAGE EASEMENT

30' PRIVATE DRAINAGE EASEMENT

S 89°49'00" E 262.03'

S 89°49'00" E 394.97'

N 89°49'00" W 294.73'

S 00°00'47" W 209.00'

S 44°57'50" E 137.59'
20' PUBLIC DRAINAGE EASEMENT
N 73°49'59" W 148.19'

S 89°49'00" E 364.11'

147	5,640 SF	0.129 ACRES	
146	4,000 SF	0.092 ACRES	
145	4,000 SF	0.092 ACRES	
144	4,000 SF	0.092 ACRES	
143	4,000 SF	0.092 ACRES	
142	4,000 SF	0.092 ACRES	
141	4,000 SF	0.092 ACRES	
140	4,000 SF	0.092 ACRES	
139	4,000 SF	0.092 ACRES	
138	4,326 SF	0.099 ACRES	

ARC LENGTH: 17.25'
(EASEMENT TIE)
ARC LENGTH: 15.98'
(EASEMENT TIE)

7.5' UTILITY EASEMENT

148	8,067 SF	0.185 ACRES	
149	6,125 SF	0.141 ACRES	
150	6,125 SF	0.141 ACRES	
151	6,125 SF	0.141 ACRES	
152	6,125 SF	0.141 ACRES	
153	6,125 SF	0.141 ACRES	
154	6,125 SF	0.141 ACRES	
155	6,605 SF	0.152 ACRES	

N 89°49'00" W 351.97'

CAROLINA DUCK WAY
49' PUBLIC R/W
HEREBY DEDICATED

N 89°49'00" W 437.28'

137	5,215 SF	0.120 ACRES	
136	5,194 SF	0.119 ACRES	
135	5,194 SF	0.119 ACRES	

S 89°57'19" E 129.86'
N 89°57'19" W 129.86'
S 00°02'41" W 226.34'
N 00°02'41" E 120.31'

OPEN SPACE 44
65,119 SF
1.495 ACRES

123	5,618 SF	0.129 ACRES	
124	4,011 SF	0.092 ACRES	

N 31°07'25" E 69.89'
N 46°06'22" E 102.00'
S 43°

SPOONBILL LANE
49' PUBLIC R/W
HEREBY DEDICATED

N 00°02'47" E 265.64'
N 00°02'47" E 110.49'

182	4,991 SF	0.115 ACRES	
183	4,990 SF	0.115 ACRES	
184	5,620 SF	0.129 ACRES	
185	6,525 SF	0.150 ACRES	

OPEN SPACE 46
17,010 SF
0.390 ACRES

VARIABLE WIDTH PUBIC DRAINAGE EASEMENT

DOWITCHER DRIVE
53' PUBLIC R/W
HEREBY DEDICATED

S 00°49'45" E
53.00' (TIE LINE)

VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT

186	4,350 SF	0.100 ACRES	

PUMP STATION
10,839 SF
0.249 ACRES

180	15,123 SF	0.347 ACRES	
181	9,707 SF	0.223 ACRES	

N 14°22'35" W 153.71'
N 24°20'14" W 170.90'
N 65°59'07" E 168.85'
N 65°59'07" E 201.27'
S 24°00'08" E 164.45'

313	9,443 SF	0.217 ACRES	
314	8,936 SF	0.205 ACRES	
315	7,112 SF	0.163 ACRES	
316	7,112 SF	0.163 ACRES	
317	7,111 SF	0.163 ACRES	
318	7,111 SF	0.163 ACRES	
319	7,110 SF	0.163 ACRES	
320	7,161 SF	0.164 ACRES	

25' PUBLIC DRAINAGE EASEMENT
S 24°00'08" E 161.44'
S 24°00'08" E 161.45'
S 24°00'08" E 161.43'
S 24°00'08" E 161.60'
S 24°00'08" E 161.59'
N 24°00'08" W 145.55'
S 65°59'55" E 225.16'
N 65°59'52" E 225.16'

7.5' UTILITY EASEMENT

S 41°05'07" E 147.41'
S 73°26'22" E 474.65'
10' BUFFER
S 80°51'30" E 142.65'
N 80°51'30" W 2

312	8,115 SF	0.186 ACRES	
311	6,415 SF	0.147 ACRES	
310	5,827 SF	0.134 ACRES	
309	5,575 SF	0.128 ACRES	

S 06°08'30" W 133.30'
S 06°08'30" W 129.57'
S 06°08'30" W 129.84'

CORMORANT WAY
49' PUBLIC R/W
HEREBY DEDICATED

S 09°07'03" W 1,359.10'
OLD PROPERTY LINE
HEREBY REMOVED

327	8,076 SF	0.185 ACRES	
328	7,158 SF	0.164 ACRES	
329	5,924 SF	0.136 ACRES	
330	6,556 SF	0.150 ACRES	
326	7,473 SF	0.172 ACRES	

N 24°00'08" W 138.94'
N 24°00'08" W 138.21'
N 24°00'08" W 137.57'
N 24°00'08" W 137.57'

N 00°19'39" E 127.68'
N 09°08'30" E 126.17'
N 09°08'30" E 126.17'

VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT

30' PRIVATE DRAINAGE EASEMENT

S 80°51'30" E 156.49'
S 80°51'30" E 157.26'
N 80°51'30" W 138.03'
S 09°08'30" W 132.65'

325	6,504 SF	0.149 ACRES	
324	6,474 SF	0.149 ACRES	
323	6,444 SF	0.148 ACRES	
322	6,909 SF	0.159 ACRES	
321	9,190 SF	0.211 ACRES	

N 27°33'17" W 140.05'
N 24°00'08" W 139.21'
N 24°00'08" W 139.93'

7.5' UTILITY EASEMENT

N 66°44'40" E 249.22'
S 66°44'40" W 242.68'

334	7,355 SF	0.169 ACRES	
333	7,355 SF	0.169 ACRES	
332	6,563 SF		
331			

S 09°07'03" E 126.18'
S 09°07'03" E 125.84'

ANNE M. DELVAUX
DB 1458 PG 369
PIN: 730620828188

PHASE 3
PHASE 2

PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES, OR SALES
T.H. CARR
VANDERVORT

SUBDIVISION MAP OF
BEAUFORT EAST VILLAGE - PHASES 2 & 3

PROPERTY OF
BLUE TREASURE LLC

BEAUFORT TOWNSHIP | CARTERET COUNTY | NORTH CAROLINA
PIN: 730620813605000
ZONING: PUD

WR Job No.:	02080976.00
DATE:	12/09/2025
SURVEYED BY:	RJ
DRAWN BY:	MDF
CHECK & CLOSURE BY:	RAV

SCALE: 1 inch = 40 ft.

SHEET: 2 OF 5

WithersRavenel
115 MacKenan Drive | Cary, NC 27511
License #: F-1479 | t: 919.469.3340 | www.withersravenel.com

K:\BKR\08-09\2080976-Beaufort East Village Ph 3\Survey\CAD\...\Drawings\Base Count Ph 2-3 Subdivision.dwg, Erickx, December 12, 2025 3:33:01 PM, MERGETE

NC GRID NORTH (NAD 83 (1986))

CAROLINA DUCK WAY
49' PUBLIC R/W
HEREBY DEDICATED

SPOONBILL LANE
49' PUBLIC R/W
HEREBY DEDICATED

CORMORANT WAY
49' PUBLIC R/W
HEREBY DEDICATED

DOWITCHER DRIVE
53' PUBLIC R/W
HEREBY DEDICATED

GREENHEAD WAY
49' PUBLIC R/W
HEREBY DEDICATED

BUFFLEHEAD LANE
49' PUBLIC R/W
HEREBY DEDICATED

GREAT EGRET WAY
49' PUBLIC R/W
HEREBY DEDICATED

SPOONBILL LANE
53' PUBLIC R/W
HEREBY DEDICATED

20' PUBLIC R/W
HEREBY DEDICATED

21ST ALLEY

20TH ALLEY

22ND ALLEY

PUMP STATION
10,839 SF
0.249 ACRES

OPEN SPACE 44
65,119 SF
1.495 ACRES

OPEN SPACE 46
17,010 SF
0.390 ACRES

OPEN SPACE 52
50,696 SF
1.164 ACRES

OPEN SPACE 53
425 SF
0.010 ACRES

ANNE M. DELVAUX
DB 1458 PG 369
PIN: 730620828188

CARTERET COUNTY
DB 363 PG 146
PIN: 730620911275000

PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES, OR SALES

SOUTH CAROLINA
VANDERY

SUBDIVISION MAP OF
BEAUFORT EAST VILLAGE - PHASES 2 & 3

PROPERTY OF
BLUE TREASURE LLC

BEAUFORT TOWNSHIP | CARTERET COUNTY | NORTH CAROLINA
PIN: 730620813605000
ZONING: PUD

WR Job No.:	02080976.00
DATE:	12/09/2025
SURVEYED BY:	RJ
DRAWN BY:	MDF
CHECK & CLOSURE BY:	RAV

SCALE: 1 inch = 40 ft.

SHEET: 3 OF 5

WithersRavenel
115 MacKenan Drive | Cary, NC 27511
License #: F-1479 | t: 919.469.3340 | www.withersravenel.com

K:\BUS\08-09\09.08976_Beaufort East Village Ph 1\3-Survey\CAD\...\Overlays\Bent Count Ph 2-3 Subdivision.dwg, Friday, December 12, 2025 3:10:01 PM, MERGETE

NC GRID NORTH NAD 83 (1986)

BEAUFORT EAST VILLAGE PHASE 1 MB 34 PG 433

DRAINAGE EASEMENT N 73°49'58" W 148.19'

OPEN SPACE 44
65,119 SF
1.495 ACRES

S 89°57'19" E 129.86'
136
5,194 SF
0.119 ACRES
S 89°57'19" E 129.86'
135
5,194 SF
0.119 ACRES
N 89°57'19" W 129.86'
7.5' UTILITY EASEMENT

N 00°02'41" E 120.31'
S 00°02'41" W 120.31'

N 31°53'25" E 69.89'
123
5,618 SF
0.129 ACRES
7.5' UTILITY EASEMENT

N 46°06'22" E 100.00'
124
4,011 SF
0.092 ACRES
N 46°06'22" E 100.00'
125
4,000 SF
0.092 ACRES
N 46°06'22" E 100.00'
126
4,000 SF
0.092 ACRES
7.5' UTILITY EASEMENT
N 46°06'22" E 100.00'
127
4,000 SF
0.092 ACRES
N 46°06'22" E 100.00'
128
4,000 SF
0.092 ACRES
N 46°06'22" E 100.00'
129
4,000 SF
0.092 ACRES
N 46°06'22" E 100.00'
130
4,000 SF
0.092 ACRES
N 46°06'22" E 97.68'

S 43°53'38" E 322.41'
N 43°53'38" W 265.16'

OPEN SPACE 43
4,273 SF
0.098 ACRES

N 50°39'11" E 129.89'
134
6,470 SF
0.149 ACRES
S 55°45'37" E 75.35'
133
4,584 SF
0.105 ACRES
N 39°26'47" W 110.17'
132
4,496 SF
0.103 ACRES
N 39°26'47" W 115.27'
131
4,491 SF
0.103 ACRES
N 39°26'47" W 101.49'
7.5' UTILITY EASEMENT
S 68°55'54" E 52.33' (TIE LINE)

SPRIGTAIL LANE
50' PUBLIC R/W
HEREBY DEDICATED

19TH ALLEY
16' PUBLIC R/W
HEREBY DEDICATED

YELLOWLEGS LANE
40' PUBLIC R/W
MB 34 PG 433

SPOONBILL LANE
53' PUBLIC R/W
HEREBY DEDICATED

SPOONBILL LANE
53' PUBLIC R/W
MB 34 PG 433

N 43°53'38" W 208.06'
S 43°53'38" E 208.06'
N 43°53'38" W 212.43'
S 47°31'03" W 90.86'
N 47°31'03" E 126.91'
S 47°31'03" W 95.16'
N 42°28'57" W 54.48'

7.5' UTILITY EASEMENT
109
6,943 SF
0.159 ACRES
N 46°06'22" E 135.71'
110
4,343 SF
0.100 ACRES
N 46°06'22" E 135.71'
111
4,343 SF
0.100 ACRES
N 46°06'22" E 135.71'
112
4,343 SF
0.100 ACRES
N 46°06'22" E 135.71'
113
4,343 SF
0.100 ACRES
N 46°06'22" E 135.71'
114
4,343 SF
0.100 ACRES
N 46°06'22" E 135.71'
115
5,514 SF
0.127 ACRES
122
6,673 SF
0.153 ACRES
S 46°06'21" W 133.72'
121
4,279 SF
0.098 ACRES
S 46°06'21" W 133.72'
120
4,279 SF
0.098 ACRES
S 46°06'21" W 133.72'
119
4,279 SF
0.098 ACRES
S 46°06'21" W 133.72'
118
4,279 SF
0.098 ACRES
S 46°06'21" W 133.72'
117
4,279 SF
0.098 ACRES
S 46°06'21" W 133.72'
116
6,407 SF
0.147 ACRES

OPEN SPACE 47
6,909 SF
0.159 ACRES

N 89°41'43" W 345.31'
N 00°18'17" W 88.69'
193
3,839 SF
0.088 ACRES
N 00°18'17" W 102.42'
194
4,291 SF
0.099 ACRES
N 08°16'09" W 111.35'
195
4,555 SF
0.105 ACRES
N 06°16'09" W 115.65'
196
4,658 SF
0.107 ACRES
N 06°16'09" W 117.45'
197
5,062 SF
0.116 ACRES
S 09°42'48" E 127.06'

SPOONBILL LANE
53' PUBLIC R/W
HEREBY DEDICATED

7.5' UTILITY EASEMENT
198
5,575 SF
0.128 ACRES
VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT
N 45°20'13" E 136.27'
199
5,948 SF
0.137 ACRES
N 45°20'13" E 144.26'
200
5,512 SF
0.127 ACRES
N 45°20'13" E 131.66'
201
5,600 SF
0.129 ACRES
N 45°20'13" E 124.85'
20' PUBLIC DRAINAGE EASEMENT
N 45°20'13" E 115.36'
202
4,682 SF
0.107 ACRES
N 45°20'13" E 112.77'
203
4,507 SF
0.103 ACRES
N 45°20'13" E 112.58'
204
4,500 SF
0.103 ACRES
N 45°20'13" E 112.40'
205
5,956 SF
0.137 ACRES
N 61°19'22" E 197.02'
206
5,416 SF
0.124 ACRES
S 28°41'38" E 115.92'
207
4,637 SF
0.106 ACRES
S 28°41'38" E 115.92'
208
4,637 SF
0.106 ACRES
S 28°41'38" E 115.92'
209
4,637 SF
0.106 ACRES
S 28°41'38" E 115.92'
210
4,484 SF
0.103 ACRES
N 28°41'38" W 69.90'
7.5' UTILITY EASEMENT
S 61°18'22" W 142.80'

GREAT EGRET WAY
53' PUBLIC R/W
HEREBY DEDICATED

N 45°21'09" E 316.49'
S 45°21'09" W 198.99'
N 45°21'09" E 200.30'
N 60°35'35" W 104.85'
N 43°37'02" W 133.97'
S 39°25'13" E 97.17'
S 39°25'13" E 97.17'
N 39°25'13" W 124.33'

GREBE COURT
49' PUBLIC R/W
HEREBY DEDICATED

N 61°18'22" E 182.21'
S 61°18'22" W 182.21'
N 28°41'38" W 117.49'
S 28°41'38" E 117.49'
N 28°41'38" W 117.49'
S 28°41'38" E 117.49'
N 28°41'38" W 117.49'
7.5' UTILITY EASEMENT
214
4,682 SF
0.107 ACRES
215
4,747 SF
0.109 ACRES
216
5,172 SF
0.119 ACRES
217
4,682 SF
0.107 ACRES

OPEN SPACE 48
32,202 SF
0.739 ACRES

N 14°48'56" W 220.73'
S 09°01'03" W 1,329.10'
OLD PROPERTY LINE HEREBY REMOVED

C90 C91 C92 C93 C94

TOWN OF BEAUFORT
DB 1472 PG 330
MB 34 PG 326
MB 32 PG 458 (TRACT 1A)
PIN: 730620707970

BEAUFORT EAST VILLAGE PHASE 1 MB 34 PG 433

BEAUFORT EAST VILLAGE PHASE 1 MB 34 PG 433

0.150 ACRES
WIDTH PUBIC DRAINAGE EASEMENT
S 00°49'35" E 53.02' (TIE LINE)

DOWITCHER DRIVE
53' PUBLIC R/W
HEREBY DEDICATED

PHASE 3
PHASE 2

PHASE 2
PHASE 3

7.5' UTILITY EASEMENT
186
4,350 SF
0.100 ACRES
S 79°29'13" E 127.34'
187
3,797 SF
0.087 ACRES
S 79°29'13" E 110.35'
188
3,355 SF
0.077 ACRES
S 79°29'13" E 101.24'
189
3,213 SF
0.074 ACRES
S 79°29'13" E 100.06'
190
3,735 SF
0.086 ACRES
S 74°11'11" E 103.89'
191
4,468 SF
0.103 ACRES
S 64°21'16" E 111.10'
192
5,597 SF
0.128 ACRES
VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT
N 42°21'09" W 59.05'

20' PUBLIC R/W
HEREBY DEDICATED

21ST ALLEY
16' PUBLIC R/W
HEREBY DEDICATED

ARC LENGTH: 30.94'
(EASEMENT TIE)
S 55°10'34" W 53.00' (TIE LINE)
VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT
262
5,826 SF
0.134 ACRES
N 49°04'15" E 134.99'
263
4,590 SF
0.105 ACRES
N 50°10'34" E 180.06'
264
4,075 SF
0.094 ACRES
N 50°10'34" E 125.81'
265
4,006 SF
0.092 ACRES
N 50°10'34" E 124.66'
266
3,948 SF
0.091 ACRES
N 50°10'34" E 123.98'
267
3,709 SF
0.085 ACRES
N 50°10'34" E 122.17'
268
5,155 SF
0.118 ACRES
N 36°24'38" W 20.08' (TIE LINE)
N 14°21'09" E 59.05'
261
5,119 SF
0.118 ACRES
S 41°59'26" W 122.15'
S 47°59'04" W 125.78'
260
4,013 SF
0.092 ACRES
S 48°00'16" W 125.05'
259
3,988 SF
0.092 ACRES
S 48°00'28" W 124.36'
258
3,964 SF
0.091 ACRES
S 48°00'28" W 123.50'
257
3,940 SF
0.090 ACRES
S 48°00'28" W 122.74'
256
4,179 SF
0.096 ACRES
S 50°04'47" W 122.06'
255
3,894 SF
0.089 ACRES
S 50°04'47" W 121.91'
254
4,464 SF
0.102 ACRES
S 50°04'47" W 123.12'
253
3,659 SF
0.084 ACRES
S 50°04'47" W 122.28'
252
3,689 SF
0.085 ACRES
S 50°04'47" W 124.64'
251
4,510 SF
0.104 ACRES
7.5' UTILITY EASEMENT
S 52°35'55" W 84.77'
N 52°35'55" E 81.79'

20' PUBLIC R/W
HEREBY DEDICATED

23RD ALLEY
16' PUBLIC R/W
HEREBY DEDICATED

N 62°20'38" E 54.27' (TIE LINE)
250
5,660 SF
0.130 ACRES
S 56°30'49" W 119.92'
249
4,062 SF
0.093 ACRES
S 58°36'57" W 118.19'
248
4,017 SF
0.092 ACRES
S 60°43'01" W 117.23'
247
3,998 SF
0.092 ACRES
S 62°49'05" W 117.05'
246
3,845 SF
0.088 ACRES
S 63°38'12" W 117.12'
245
3,748 SF
0.086 ACRES
S 63°38'12" W 117.12'

PHASE 3
PHASE 2

7.5' UTILITY EASEMENT
321
9,190 SF
0.211 ACRES
322
6,909 SF
0.159 ACRES
323
6,444 SF
0.148 ACRES
324
6,474 SF
0.149 ACRES
6,504 SF
0.149 ACRES
N 27°33'17" W 140.05'
N 24°00'08" W 134.93'
N 24°00'08" W 138.21'
N 24°00'08" W 138.46'
30' PRIVATE DRAINAGE EASEMENT
N 66°46'25" E 249.22'
N 66°46'25" E 253.76'
N 66°46'25" E 262.30'
S 66°46'25" W 242.88'
N 38°49'56" W 163.49'
N 38°49'56" W 167.95'
S 27°45'31" E 130.41'
S 27°45'31" E 133.70'
S 27°45'31" E 127.39'
S 24°36'01" E 126.91'
335
5,773 SF
0.133 ACRES
336
5,815 SF
0.133 ACRES
337
5,968 SF
0.137 ACRES
338
7,835 SF
0.180 ACRES
7.5' UTILITY EASEMENT

GREENHEAD WAY
46' PUBLIC R/W
HEREBY DEDICATED

S 62°14'20" W 153.59'
N 62°14'20" E 132.42'

DOWITCHER DRIVE
53' PUBLIC R/W
HEREBY DEDICATED

N 39°09'26" E 207.16'
S 39°09'26" E 240.22'
S 39°09'26" E 202.30'

20' PUBLIC R/W HEREBY DEDICATED
269
4,807 SF
0.110 ACRES
N 50°10'34" E 118.17'
270
4,038 SF
0.093 ACRES
N 48°09'28" E 116.65'
271
3,973 SF
0.091 ACRES
7.5' UTILITY EASEMENT
N 50°10'34" E 115.57'
272
3,779 SF
0.087 ACRES
N 49°22'23" E 114.60'
273
3,757 SF
0.086 ACRES
N 50°10'34" E 114.65'
274
3,682 SF
0.085 ACRES
N 50°11'05" E 115.72'
275
4,096 SF
0.094 ACRES
N 55°14'17" E 117.98'
276
5,033 SF
0.116 ACRES
N 56°51'36" E 121.27'
277
5,262 SF
0.121 ACRES
N 60°15'5
4,088
0.094 A

C128
20' PUBLIC R/W HEREBY DEDICATED
N 36°24'38" W 20.08' (TIE LINE)
S 46°27'48" W 81.25'
N 48°27'48" E 78.88'
ARC LENGTH: 14.08'
(EASEMENT TIE)
OLD PROPERTY LINE HEREBY REMOVED
S 09°01'03" W 1,329.10'

C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19 C20 C21 C22 C23 C24 C25 C26 C27 C28 C29 C30 C31 C32 C33 C34 C35 C36 C37 C38 C39 C40 C41 C42 C43 C44 C45 C46 C47 C48 C49 C50 C51 C52 C53 C54 C55 C56 C57 C58 C59 C60 C61 C62 C63 C64 C65 C66 C67 C68 C69 C70 C71 C72 C73 C74 C75 C76 C77 C78 C79 C80 C81 C82 C83 C84 C85 C86 C87 C88 C89 C90 C91 C92 C93 C94 C95 C96 C97 C98 C99 C100 C101 C102 C103 C104 C105 C106 C107 C108 C109 C110 C111 C112 C113 C114 C115 C116 C117 C118 C119 C120 C121 C122 C123 C124 C125 C126 C127 C128 C129 C130 C131 C132 C133 C134 C135 C136 C137 C138 C139 C140 C141 C142 C143 C144 C145 C146 C147 C148 C149 C150 C151 C152 C153 C154 C155 C156 C157 C158 C159 C160 C161 C162 C163 C164 C165 C166 C167 C168 C169 C170 C171 C172 C173 C174 C175 C176 C177 C178 C179 C180 C181 C182 C183 C184 C185 C186 C187 C188 L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L18 L19 L20 L21 L22 L23 L24 L25 L26 L27 L28 L29 L30 L31 L32 L33 L34 L35 L36 L37 L38 L39 L40

NC GRID NORTH (NAD 83 (1986))

CARTERET COUNTY
DB 363 PG 146
PIN: 730620911275000

TOWN OF BEAUFORT
DB 1472 PG 330
MB 34 PG 326
MB 32 PG 458 (TRACT 1A)
PIN: 730620707970

BLUE TREASURE LLC
DB 1256 PG 198
DB 1293 PG 129
MB 34 PG 835
PIN: 730620802799

BLUE TREASURE LLC
DB 1567 PG 401
MB 34 PG 835
PIN: 730620719375

BLUE TREASURE LLC
LOT 232
MB 34 PG 835
PIN: 730620807653

GREAT EGRET WAY
53' PUBLIC R/W
HEREBY DEDICATED

GREBE COURT
49' PUBLIC R/W
HEREBY DEDICATED

23RD ALLEY
20' PUBLIC R/W
HEREBY DEDICATED

20TH ALLEY
20' PUBLIC R/W
HEREBY DEDICATED

19TH ALLEY
20' PUBLIC R/W
HEREBY DEDICATED

DOWITCHER DRIVE
53' PUBLIC R/W
HEREBY DEDICATED

OPEN SPACE 48
32,202 SF
0.739 ACRES

OPEN SPACE 49
1,910 SF
0.044 ACRES

OPEN SPACE 50
12,049 SF
0.277 ACRES

OPEN SPACE 51
13,551 SF
0.311 ACRES

7.5' UTILITY EASEMENT

20' PUBLIC DRAINAGE EASEMENT

VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT

10' BUFFER

OLD PROPERTY LINE HEREBY REMOVED

PHASE 2

PHASE 3

PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES, OR SALES

SUBDIVISION MAP OF
BEAUFORT EAST VILLAGE - PHASES 2 & 3

PROPERTY OF
BLUE TREASURE LLC

BEAUFORT TOWNSHIP | CARTERET COUNTY | NORTH CAROLINA
PIN: 730620813605000
ZONING: PUD

WR Job No.:	02080976.00
DATE:	12/09/2025
SURVEYED BY:	RJ
DRAWN BY:	MDF
CHECK & CLOSURE BY:	RAV

SCALE: 1 inch = 40 ft.

SHEET: 5 OF 5

WithersRavenel
115 MacKenan Drive | Cary, NC 27511
License #: F-1479 | t: 919.469.3340 | www.withersravenel.com

K:\08\09\09.70\08097X_Beaufort East Village Ph 1\Survey\ADL_Drawings\Base_Count Ph 2-3 Subdivision.dwg, Friday, December 12, 2025 3:22:03 PM, MEFEATE

Docusign Envelope ID: 98C98644-3E55-4CF0-BEE1-CB231206F650

BOND ESTIMATE

Town of Beaufort
701 Front Street
Beaufort, NC 28516
(252) 728-2141
www.beafortnc.org

PROJECT NAME:	Beau Coast West Phases 2/3
OWNER:	Blue Treasure, LLC
ENGINEER:	Joe Boyd, PE
ENGINEER PHONE NO.:	910-256-9277
ENGINEER EMAIL:	jboyd@withersravenel.com
DATE:	11/18/2025

UNLESS OTHERWISE SPECIFIED ALL BONDS ARE FOR THE BODY OF THE PLAT

SIGNATURE AND SEAL OF SUBMITTING ENGINEER

NORTH CAROLINA PROFESSIONAL SEAL 39113 ENGINEER JOSEPH S. BOYD

I, Joe Boyd, P.E. a Registered Licensed Professional, do hereby vertify that I have personally supervised the measurement thereof and that the quantities expressed herein represent an accurate measurement of the work to be completed on this project. This bond estimate covers all the infrastructure improvements on the project referenced above.

Please sign below

DocuSigned by:
Joseph Boyd
EEA7107411AC44D...

STREET PAVEMENT	LINEAR FEET:	WIDTH:	UNIT COST (Dollars/SY)	TOTAL:
Final Asphalt Surface Course	8000	20	$ 11.00	$ 195,555.56
Initial Asphalt Suface Course	8000	20	$ 10.50	$ 186,666.67
Asphalt Intermediate Course				$ -
Asphalt Base Course				$ -
Aggregate Base Course	8000	20	$ 18.00	$ 320,000.00
Pervious Concrete Alley & Base Course	1950	16	$ 65.00	$ 225,333.33
				$ -
			Subtotal	**$ 927,555.56**

STREET INCIDENTALS	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Street Signs	20	Each	$ 100.00	$ 2,000.00
Street Trees (40' O.C.)	279	Each	$ 450.00	$ 125,550.00
Street Lights	25	Each	$ 250.00	$ 6,250.00
Pavement Striping		LF		$ -
				$ -
				$ -
			Subtotal	**$ 133,800.00**

Docusign Envelope ID: 98C98644-3E55-4CF0-BEE1-CB231206F650

CURBING & SIDEWALK:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
2'-6" Standard Curb		LF		$ -
2'-6" Rolled curb	14275	LF	$ 15.00	$ 214,125.00
4' Wide Sidewalk		LF		$ -
5' Wide Sidewalk	13710	LF	$ 25.00	$ 342,750.00
Driveway Aprons	0	Each	$ 250.00	$ -
Handicap Ramp	59	Each	$ 750.00	$ 44,250.00
Multiuse Path	0	LF	$ 20.00	$ -
				$ -
			Subtotal	**$ 601,125.00**

SANITARY SEWER	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
8" PVC Gravity Sewer	6635	LF	$ 50.00	$ 331,750.00
8" DIP Gravity Sewer	135	LF	$ 100.00	$ 13,500.00
10" PVC Gravity Sewer		LF		$ -
10" DIP Gravity Sewer		LF		$ -
12" PVC Gravity Sewer		LF		$ -
12" DIP Gravity Sewer		LF		$ -
15" PVC Gravity Sewer		LF		$ -
15" DIP Gravity Sewer		LF		$ -
2" PVC Force Main		LF		$ -
4" PVC Force Main		LF		$ -
4" DIP Force Main		LF		$ -
6" PVC Force Main	700	LF	$ 60.00	$ 42,000.00
6" DIP Force Main		LF		$ -
8" PVC Force Main		LF		$ -
8" DIP Force Main		LF		$ -
4'0" Dia. Manhole	38	LF	$ 3,500.00	$ 133,000.00
5'0" Dia Manhole		LF		$ -
Service Laterals, Main to Cleanout	218	Each	$ 350.00	$ 76,300.00
Pump Station	1	Lump Sum	$ 500,000.00	$ 500,000.00
				$ -
				$ -
				$ -
			Subtotal	**$ 1,096,550.00**

WATER	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
2" PVC Water Main		LF	$ 15.00	$ -
4" PVC Water Main		LF		$ -
4" DIP Water Main		LF		$ -
6" PVC Water Main		LF	$ 20.00	$ -
6" DIP Water Main		LF		$ -
8" PVC Water Main	7750	LF	$ 25.00	$ 193,750.00
8" DIP Water Main		LF		$ -
10" PVC Water Main		LF		$ -
10" DIP Water Main		LF		$ -
12" PVC Water Main		LF		$ -
12" DIP Water Main		LF		$ -
2" Valve (includes Curb Box)		Each	$ 1,000.00	$ -
4" Valve (includes Curb Box)		Each		$ -
6" Valve (includes Curb Box)		Each	$ 1,000.00	$ -
8" Valve (includes Curb Box)	36	Each	$ 1,000.00	$ 36,000.00
10" Valve (includes Curb Box)		Each		$ -
12" Valve (includes Curb Box)		Each		$ -

Docusign Envelope ID: 98C98644-3E55-4CF0-BEE1-CB231206F650

Fire Hydrant (includes Hydrant Leg & Valve)	17	Each	$ 3,500.00	$ 59,500.00
Vaults		Each		$ -
Manholes		Each		$ -
Fittings	29	Lump Sum	$ 1,250.00	$ 36,250.00
Service Connections (includes Tap, Service Tubing, Meter Box and Meter Setter)	218	Each	$ 650.00	$ 141,700.00
Blowoff Assemblies		each	$ 1,500.00	$ -
				$ -
				$ -
			Subtotal	**$ 467,200.00**

DRAINAGE	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
15" RCP		LF		$ -
15" Dual Wall HDPE		LF		$ -
15" Dual Wall Polyproplene		LF		$ -
18" RCP	2510	LF	$ 75.00	$ 188,250.00
18" Dual Wall HDPE		LF	$ 50.00	$ -
18" Dual Wall Polyproplene		LF		$ -
24" RCP	1140	LF	$ 85.00	$ 96,900.00
24" Dual Wall HDPE		LF	$ 60.00	$ -
24" Dual Wall Polyproplene		LF		$ -
30" RCP	515	LF	$ 100.00	$ 51,500.00
30" Dual Wall HDPE		LF	$ 70.00	$ -
30" Dual Wall Polyproplene		LF		$ -
36" RCP		LF		$ -
36" Dual Wall HDPE		LF	$ 80.00	$ -
36" Dual Wall Polyproplene		LF		$ -
42" RCP		LF		$ -
42" Dual Wall HDPE		LF	$ 100.00	$ -
42" Dual Wall Polyproplene		LF		$ -
48" RCP		LF		$ -
48" Dual Wall HDPE		LF		$ -
48" Dual Wall Polyproplene		LF	$ 125.00	$ -
15" FES		Each		$ -
18" FES	18	Each	$ 2,500.00	$ 45,000.00
24" FES	4	Each	$ 3,000.00	$ 12,000.00
30" FES	1	Each	$ 3,500.00	$ 3,500.00
36" FES		Each	$ 4,000.00	$ -
42" FES		Each	$ 5,000.00	$ -
48" FES		Each	$ 5,000.00	$ -
Curb Inlet	59	Each	$ 2,500.00	$ 147,500.00
Yard Inlet	8	Each	$ 2,000.00	$ 16,000.00
Manhole (0'-6' Deep)	7	Each	$ 2,500.00	$ 17,500.00
				$ -
				$ -
				$ -
			Subtotal	**$ 578,150.00**

TOTAL ESTIMATE ⇒ $3,804,380.56

BEAU COAST WEST

BEAU COAST WEST
PHASES 2/3

BEAU COAST
PHASE 4

BEAU COAST

PHASE 1

PHASE 2

PHASE 3

PHASE 4

PHASE 2B

PHASE 3

PHASE 2A

PHASE 5

PHASE 1A & 1B

NOT A PART

AMENITY

MODEL LOT 1

MODEL LOT 2

PUMP STATION

GEORGE STREET (PUBLIC)

PINE VIEW BLVD (PUBLIC)

CAROLINA DUCK WAY (PUBLIC)

SPOONBILL LANE (PUBLIC)

SPROCKAL LANE (PUBLIC)

YELLOWLEGS LANE (PUBLIC)

FREEDOM PARK ROAD (PUBLIC)

CORMORANT WAY (PUBLIC)

GREENHEAD WAY (PUBLIC)

BUFFLEHEAD LANE (PUBLIC)

DOWITCHER DRIVE (PUBLIC)

GREAT EGRET WAY (PUBLIC)

RUDDY DUCK COURT

BROWN PELICAN WAY

SHELDRAKE COURT

SWAN COURT

GOLDENEYE COURT

SUMMER DUCK DRIVE

FREEDOM PARK ROAD

AVOCET DRIVE

FISHING DUCK

GREAT EGRET WAY

BLUE BILL WAY

15TH ALLEY

14TH ALLEY

13TH ALLEY

12TH ALLEY

11TH ALLEY

10TH ALLEY

9TH ALLEY

8TH ALLEY

7TH ALLEY

6TH ALLEY

5TH ALLEY

4TH ALLEY

3RD ALLEY

2ND ALLEY

1ST ALLEY

SKIMMER COVE

SEA HAWK STREET

IBIS PLACE

GANNET PLACE

GRAY DUCK DRIVE

WHIMBREL WAY

SHEARWATER LANE

SHEARWATER LANE SOUTH

GRAPHIC SCALE

200 0 100 200 400

1 inch = 200 ft.

WithersRavenel
Engineers | Planners | Surveyors
219 Station Road | Ste 101 | Wilmington, NC 28405 | t: 910.256.9277 | license #: C-0832 | www.withersravenel.com

BEAU COAST & BEAU COAST WEST

Carteret County

OVERALL PHASE INFORMATION EXHIBIT

Job No.	02080976.10	Drawn By	W&R
Date	05/18/2021	Designer	W&R

Revisions

Sheet No.
1

K:\080.08-0976\080976.08 Beau Coast Phase 4 (CAD)\Exhibits\Overall Phase Bonding Delineation Exhibit.dwg, Friday, November 21, 2025 12:45:16 PM, BDYD, JOE

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

Board of Commissioners
Regular Meeting
6:00 PM Monday, March 9, 2026
Train Depot, 614 Broad Street
Beaufort, NC 28516

AGENDA CATEGORY: New Business

SUBJECT: Award for Construction Contract: Source Capture Exhaust Removal System for Fire Stations 1&2

SUMMARY:

The Town of Beaufort Fire Department was awarded a Department of Homeland Security Assistance to Firefighters Grant on 09/20/2025 for the installation of a Source Capture Vehicle Exhaust Removal system in both Fire Stations 1&2. The grant amount awarded is $140,952.00, the match required is $7,048.00. The total budget for the project is $148,000.00. The match amount is divided between The Town of Beaufort $4,381(Station 1) and Carteret County $2,667 (Station 2).

A Request for Quotes was written and sent out.

Three Quotes were received on February 26, 2026, Air Cleaning Specialists, Magnagrip and Indventech.

A review was conducted of the three quotes and a bid tabulation completed.

Staff recommends awarding the construction contract to Air Cleaning Specialists.

REQUESTED ACTION:

Consider awarding construction contract to Air Cleaning Specialists

SUBMITTED BY:

Jack Fleeman, Acting Fire Chief, Beaufort Fire Department

BUDGET AMENDMENT REQUIRED:

No

Town of Beaufort, North Carolina

Bid Tabulation — Source Capture Exhaust Removal System Bid

Bid Opening Date: February 20, 2026

Bidder	Bid Amount	Rank
Air Cleaning Specialists	**$112,197.37**	**1 (Lowest)**
Magnagrip	$130,798.00	2
Indventech	$170,673.48	3

Summary

- A total of **three (3) bids** were received and opened publicly on February 20, 2026.
- **Air Cleaning Specialists** submitted the lowest responsive bid.
- The difference between the lowest and highest bid is **$58,476.11**.

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

Board of Commissioners
Regular Meeting
6:00 PM Monday, March 9, 2026

AGENDA CATEGORY: New Business

SUBJECT: Announcement Regarding Sunland Builders

BRIEF SUMMARY:

As the Board of Commissioners is aware, Sunland Builders' performance of USDA contract #2 (sewer system improvements) and USDA contract #3 (stormwater drainage system improvements) has been poor. In fact, in 2025 the Town removed portions of contract 2 work from Sunland's scope that had not been commenced by Sunland and reassigned that work to T.A. Loving, at great expense to the Town. In addition, Sunland is beyond the contractually required dates of substantial completion and final completion for both contracts, thereby subjecting Sunland to liquidated damages. Sunland is approximately 90% complete with its work on contract #3, while the Town expects "punch list" or warranty work to be required for Sunland's work on both contracts. Whether Sunland finishes its work on both contracts and whether Sunland honors its contractual obligations to attend to punch list items remains to be seen. As the Board of Commissioners will recall, in 2025 the Town retained construction litigation attorneys with the firm of Parker Poe Adams & Bernstein, LLP. As previously instructed by the Board of Commissioners, Parker Poe attorneys have transmitted formal, written notification to Sunland that Sunland is in breach of contracts 2 & 3, that the Town is making a formal claim against Sunland for the Town's damages and that the Town is withholding all future payments under both contracts from Sunland. In addition, the notice has been transmitted to the performance bond company for both contracts. A copy of the notice correspondence will be shared at the March 9th meeting primarily for the purpose of apprising the general public of the Town's efforts to address Sunland's numerous defaults under contracts 2 & 3.

No action is currently requested from the Board of Commissioners.

EXPECTED LENGTH OF PRESENTATION: 10 minutes

SUBMITTED BY:

Arey Grady, Town Attorney

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

Board of Commissioners
Regular Meeting
6:00 PM Monday, March 9, 2026

AGENDA CATEGORY: New Business

SUBJECT: Proposed Improvements to Commercial Dock Area

BRIEF SUMMARY:

Town Staff has secured pricing for the addition of floating docks and gangways at the commercial slip area, which also includes demolition of the existing structures. This improvement is intended to enhance functionality and safety within the commercial docking area while supporting ongoing waterfront operations. The project was informally quoted to the following contractors: TD Eure, Coastal Classic Construction, Bentley Brooks, C3 Scott Marine Contracting, Carteret Marine, and Crystal Coast Marine Contracting.

To date, the Town has received the following quotes:

- **C3 Scott Marine Contracting** – $68,500
- **Carteret Marine** – $80,100
- **Coastal Classic Construction** – $95,000

Staff has also been coordinating with Planning Director Kyle Garner and CAMA representatives regarding the required minor permit. Both adjoining property owners have signed the application with no objections. A meeting and site visit with CAMA representatives are scheduled next week to review the project and confirm next steps in the permitting process. At this time, staff recommends moving forward with C3 Scott Marine Contracting at the quoted price of $68,500, attached for your reference is the corresponding quote. We understand that F3 Marina has sufficient cash flow within their current budget to cover this capital improvement.

REQUESTED ACTION:

Approval to move forward with C3 Scott Marine Contracting to upgrade and improve the commercial dock area.

SUBMITTED BY:

Matt Zapp, Town Manager

C3 SCOTT
DOCKS & SEAWALLS

March 2026

Quotation provided for:

Town of Beaufort
Attn: Mark Eakes
600 Front Street
Beaufort, NC 28516
Mark Eakes (252) 904-6477
m.eakes@beaufortnc.org

Demo & Replacement of Finger piers, Floating Dock & Gangway & New Piles

Demolition:
Provide labor and equipment to demolish existing (4) Finger Piers and (1) floating dock / Gangway and pilings. C3 Scott, Inc. will haul all debris off and legally dispose of it in a landfill.

Option 1:
Floating Finger Piers/Gangway:
Provide labor, materials, and equipment to install (5) 4' x 20' Tide Tamer Commercial Aluminum floating docks (Sure Step Decking) and (5) 3' x 10' ADA Aluminum gangways with 2 handrails, Sure Step Decking, C3 Scott, Inc. will use 10" timber piles (3ea per section / Total 15 piles), (3) external piling hoops with rollers, (4) 10" dock cleats per Section (2 per side) and Edge bumpers.

Option 2:
Treated lumber floating Finger Piers and ADA Aluminum gangways with 2 handrails and sure step decking.(3) Standard pile hoops and edge bumpers, (4 boat cleats per Section) & (15) 10" piles.

Permitting
All required permits and engineered documents are to be provided by the Town of Beaufort.

Assumptions
C3 Scott, Inc. assumes the proposed location for the new floating dock and reinstalled gangway will be installed in soils that are free of subsurface rock or other obstructions that would not allow wood or sheet pilings to be driven. In the event of an unforeseen subsurface condition, C3 Scott, Inc. will stop work and contact the property owner immediately to discuss how to proceed. C3 Scott, Inc. assumes that CAMA will not require a certified land survey prior to issuing a CAMA permit. C3 Scott, Inc. has not included any electrical work or electrical permits in this quotation. All electrical and/or plumbing work to be provided by others. This quotation is based upon treated lumber prices as of March 2026. In the event material prices increase or decrease, a

change order will be issued to the property owner. If lumber prices increase between the time of estimate and prior to ordering materials, C3 Scott, Inc. will notify the property owner prior to ordering any materials.

Total Project Estimate:
Option 1 Alum - $65,800
Option 2 Treated - $58,000
50% Due at project start.

Quotation is valid for 30 days. 50% Payment is due upon Start of project and Balance due upon substantial completion of the floating docks and gangways.

Late Payments are charged at 1 % of Balance per week after completion date!

Signature	Signature
	Kathleen P. Scott
Printed Name	President, C3 Scott, Inc.
Date	Date

Town Docks– Commercial – Layout

Sam Bell, PE–Town Engineer
2/24/26

REMOVE PILINGS

11.0’ 11.0’ 10.0’ 10.0’ 11.5’ 11.5’ 10.0’ 10.0’

18.9’

36.0’

INSTALL NEW FLOATING DOCKS – 20’X4’
3 NEW PILINGS
AND 10’ ALUMINUM GANGWAY
(TYP X 5)

REMOVE EXISTING FINGER PIER (TYP X 4)

REMOVE PILING

REMOVE EXISTING FLOATING DOCK, GANGWAY, AND 2 PILINGS