5'ew BLDR-2023-22876

ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625

PERMIT # OSWP-2023-13625

SEPTIC: IMPROVEMENT PERMIT / AUTHORIZATION TO CONSTRUCT / OPERATION PERMIT / EXISTING SYSTEM

PIN # 4775-91-6758

APPLICANT / OWNER: Piedmont Design Associates, PA | APPLICANT ADDRESS: 125 East Plaza Drive, Suite 101, Mooresville, NC 28115

SITE ADDRESS: 109 WOODSTONE LN, STATESVILLE, NC 28625 | PHONE: (704) 506-0700 | ALT. PHONE: (704) 664-7888

SITE DIRECTIONS: Hwy 64 to Barry Oak Woodstone on Left | SAP CONTROLLED: YES ☐ NO ☑

SUBDIVISION: Wood Stone | SECTION: — | LOT #: ~~2~~ 3 | LOT AREA: — | DESIGN FLOW: N/A | L.T.A.R.: N/A

Septic Tank: (gal) N/A	STB: —	Date: —	☑ New System ☐ Repair ☐ Expansion	System Type: IV	☐ Residence	No. Bedrooms:	Water Supply: Other Public Water
Pump Tank: (gal) N/A	PT: —	Date: —	System Description: Pump lines to Services Lots 1-12		☐ Business	No. Persons:	
Pump Make:	Model:	Serial #:	Repair System Description:		☐ Other	No. Employees:	
Nitrification Fields: —	# Lines: —	Linear Ft.: —	Maintenance Agreement Required: ☑ YES ☐ NO		☐ Slab	☐ Crawl Space	
Trench Width: —	Trench Bottom Depth (Low side): —		Gravel Depth: —	☐ GRAVITY ☑ PRESSURE	☐ Basement w/ Plumbing	☐ Basement w/o Plumbing	

Comments / Conditions: * purpose of this permit is for pumpline installations for multiple offsite lots (1-12 Woodstone + 1A)

INITIAL SITE SKETCH

* Plat Recorded + Easement Recorded BK 80 - PG 55-56. *

See attached Detailed Site plan and Spec sheet by Piedmont Design Associates PA.

AS BUILT SKETCH

Permit can be suspended or revoked if any false information is supplied toward securing the permit / any unauthorized changes are made to the site / any unauthorized changes are made in the installation of the system. CONTACT A LOCATOR SERVICE PRIOR TO ANY EXCAVATION

☐ IMPROVEMENT PERMIT with plat valid without expiration. ☑ IMPROVEMENT PERMIT with site plan valid for 60 mos. ☑ AUTHORIZATION TO CONSTRUCT valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.

Owner / Applicant Signature: _____ Date: _____ Installed By: Frye Grading

IMPROVEMENT PERMIT by: Benjamin A Bass Date: 6/14/2023 OPERATION PERMIT by: Benjamin A Bass Date: 8-1-2023

AUTHORIZATION TO CONSTRUCT by: Benjamin A Bass Date: 6/14/2023. Existing System Inspected By: _____ Date: _____

FOR SEPTIC FINAL INSPECTION CALL: 704-664-3703 BETWEEN 8am-9am the day the inspection is needed.

SPECIFICATIONS

FOR A

NETWORK OF OFFSITE EFFLUENT FORCEMAINS

BARRY OAK SUBDIVISION

BARRY OAK ROAD AND ELMWOOD ROAD

Statesville, Iredell County, North Carolina

September 27, 2022

Prepared for:
Peconic Bay Homes, LLC
127 Bluff Meadow Lane
Mooresville, NC 28115
Phone: 704-235-8489

Prepared by:
PIEDMONT DESIGN ASSOCIATES, P.A.
125 East Plaza Drive, Suite 101
Mooresville, NC 28115
Phone: 704-664-7888
Fax: 704-664-1778
NCBELS No.: C-1007



Offsite Force Main Network System
Barry Oak Subdivision
Statesville, Iredell County, NC

Section I - Introduction and Design Considerations

Due to portions of the subdivision lots not having adequate space or suitable soils for septic systems, Barry Oak Subdivision has been designed with a portion of the lots to have primary and/or repair located a tract of land not abutting the one for the primary residence.

Daily design flow has been set at 120 gallons per day per bedroom for the each of the individual systems.

Each residence is to be served by a private well located more than 50 feet from any septic system component.

Ashley Rollans, LSS evaluated the soil and flagged layouts for all individual onsite and offsite septic systems located in Barry Oak Subdivision. Permitting of the individual septic system types, tank locations and sizes and exact distribution type will be completed under a separate review.

Before any site construction, the area of the nitrification fields and reserve area shall be barricaded with orange barricade fence to prevent any access by vehicles, grading equipment and there shall be no earth disturbance of this area unless under the direction of the Soil Scientist. This work shall only be done under the direct supervision of the Soil Scientist.

The following publications shall be a part of these specifications. Any deviation between them and these specifications shall be brought to the attention of the engineer for clarification.

(1) LAWS AND RULES FOR GROUND ABSORPTION SEWAGE TREATMENT & DISPOSAL SYSTEMS. N. C. Department of Environment, Health, and Natural Resources; Division of Environmental Health, On-Site Wastewater Section; Administrative Code Section 15A N.C.A.C. 18A.1900, amended effective date July 1, 1995.
(2) PRESSURE MANIFOLD DESIGN FOR GROUND ABSORPTION SEWAGE SYSTEM. Steven J. Berkowitz; February 1986.
(3) GUIDANCE MATERIAL, Onsite Wastewater Management, March 1996, NC DENR Onsite Wastewater Section.
(4) Innovative Wastewater System Approval Number: IWWS 2016-01 for Off-Site Systems, Approval Date September 6, 2016, or latest edition.

Directions to the Property:
From Highway 70 in Statesville, turn north on Elmwood Road. Go to end of road. Turn left at end of road. Turn left into subdivision.

Section II - Components of System

Proposed collection system installed according to Title 15A Subchapter 18A of the North Carolina Administrative Code, IWWS 2016-01 (Approved 09/02/2016), the NC Plumbing Code, local plumbing, and ASTM D2321 latest revision.

- Offsite force mains and associated appurtenances
- All Weather Access Drive

B. Collection System

Material and Installation Specifications for Force main Piping: Unless superseded or modified by a Special Provision, all materials, apparatus, supplies, methods of manufacture, or construction shall conform to the specifications for same contained in this Section. National material standards (ASTM, ANSI, etc.) referred to herein shall be the latest revisions only.

The Engineer may waive certain requirements of these Material and Installation specifications, provided that the Contractor requests such waiver in writing and provided that the function of the material is not impaired. The Contractor may request to substitute for a material that has been specified. The Engineer, in writing only, may accept or reject such request.

PVC Pressure Sewer: All piping from individual pump tanks to offsite drain field distribution devices shall be 2" diameter SCH 40 PVC pipe with a minimum pressure rating of 200 PSI. Pipe shall be labeled NSF-PW with solvent welded joints. All force main piping shall be buried with 36 inches of minimum cover with marking tape and locator wire as specified herein at a depth halfway between the crown of the pipe and finish ground surface. PVC Pipe shall be made from materials whose Cell Classifications are either Class 1245A or 1245B and shall be furnished in lengths of 20 feet. Lesser lengths will be accepted to allow the proper placement of fittings, valves, etc. All PVC Pipe will be shipped, stored, and strung at the project in such a manner as to be protected from total accumulated exposure to sunlight and possible ultraviolet radiation of no more than four (4) weeks.

Pipes shall either be color coded for corresponding lots or marked permanently on the crown of the pipe with unique lot number and/or letter and shall be visible at time of construction. The printed number shall be a minimum of 1-inch in height.

Fittings: PVC fittings for pressure sewer mains shall be solvent weld Schedule 40 fittings furnished in accordance with ASTM D-2467 with solvent weld joints installed according to ASTM D-2855. All fittings within this piping system shall be glue type capable of sustaining the working pressure and imposed loads. The fittings shall be compatible with the pipe used.

Thrust Blocking: At all sharp bends in the force main, the contractor shall install thrust blocking. Thrust blocking shall be installed per detail on plan sheet U-2.

Marking Tape: The force main shall be clearly identified with green plastic locator tape made specifically for that purpose. The tape shall be marked with black lettering clearly identifying the pipeline as sanitary sewer. The tape shall be Type III detectable Marking Tape as manufactured by Seton or approved equal. Tape shall be installed at a depth to provide 18 inches of cover between top of pipe and tape. Tape shall be green metallic to allow for locating service to acquire a horizontal location of force main. As an alternate, wire may me attached to pipe with tape or zip ties at minimal separation distance of 5 to 10 feet.

Air Vacuum Release Valve: If required and at location as shown on the plans, contractor shall install an air vacuum release valve for all force mains manifolded together to allow for air/gases to escape the line. Air release valves required when the elevation change is greater than 10 feet. Air release valves shall be enclosed in a minimum 30-inch diameter riser with locking lid. Air release valves shall be Orenco Model ARV21 or Engineer Approved equal.

All Weather Access Drive: All Weather Access design shall be the minimum:

- Minimum width of 10 feet with a minimum inside turning radius of 28 feet (must be accessible/passable by a tandem axle truck including curves).
- Minimum vertical clearance of not less than 13 feet 6 inches.
- Graded to prohibit ponding of water.
- Sloped from centerline to edge at minimum 2% grade.
- The road shall not be constructed at a grade of greater than 15%.
- The subgrade of the road shall be compacted to 95% standard proctor.
- Minimum of six inches of aggregate (compacted) shall be required consistent with emergency fire access lane.
- Entrance to All Weather Access Road shall include provisions such as a locking gate to prevent unauthorized access to the drive.

Section IV – Installation & Construction Sequence

The new force mains shall be installed complete, tested, and accepted before receiving any waste.

1. Installation of the force mains shall be coordinated with the General Contractor, Local Health Department, Engineer, and Owner and scheduled as necessary to comply with overall operation.

2. Installation of the system shall be performed to the satisfaction of the Owner, Design Engineer, Licensed Soil Scientist and Local Health Department.

3. The Septic Contractor shall install all components of the system in strict accordance with the plans and specifications. Upon completion of the system construction, the Septic Contractor shall charge the system with water and go through a complete cycle. Any failure or discrepancy shall be corrected. The

manufacturer of the component and the Septic Contractor shall warrant the component and system for one year from the date of acceptance by the Owner.

Force Main Installation
Lay out force mains to allow placement of within easements.

Each of the force mains going to each field shall be coded with a color using an exterior grade, UV resistant paint. These mains shall be labeled every 10 feet with a minimum of 10 feet continuous painting, marked with permanent pen to a height no less than 1-inch or with a UV resistant sticker adhered to the pipe no less than 1-inch in height at a minimum of every 10 feet along the pipe.

Continuous warning tape shall be buried above all plastic pipes. Warning tape shall be 3" wide, 4 mils thick green polyethylene. This warning tape shall be installed 18" below finished grade. The words "caution - sewer line buried below" shall be printed on the tape in 3" high letters at approximately 3' intervals on centers. Warning tape shall be placed printed side up, parallel to finished grade. The top of the pipe shall be installed 18" below the warning tape. A copper tracing wire shall be zip tied to the pipe for locating.

Spacing between pipes within the same trench shall be separated with a minimum of one pipe diameter. Contractor shall install spacer between pipes as detailed on plan sheet U-2.

Trenches shall not be opened for more than 300 feet in advance of the complete pipe nor more than 100 feet in the rear thereof.

Backfill material shall contain no organic material, rocks larger than 4-inches or construction materials. The material shall be dry and shall have no tendency to flow when compacted. No rocks shall be installed against pipe.

All force mains shall have 36 inches minimum cover.

Install all other piping, valves, headworks, and all other system components. Ensure good bedding and cover and uniform slope as specified. All valve boxes shall be flush with the ground and clear of debris.

1. Preparation
   A. Trenching, backfilling, and compaction.
      1. Trenching shall be performed such that soil cover over the pipe is a minimum of 18 inches to warning tape.
      2. Pipe should be placed on native soil or soil that it well compacted using a tamping rod or a mechanical tamper.
      3. Fill should be placed over the pipe before required testing has been performed. Fill shall be well compacted over the pipe and approximately 2 to 4 inches of soil shall be mounded over the trench to allow for subsequent settling. Contractor shall leave an open pit to exposed pipe a minimum of every 100 feet along trench for Engineer/Inspector to verify correct bury depth, material, spacing, etc.
   B. Cutting the pipe.
      1. Cut pipe smooth, straight and at right angles to the pipe axis with saws or pipe cutters designed specifically for the material.
      2. Remove burrs and wipe off all dust from the jointing surfaces.
      3. Do not disturb previously installed joints during cutting operations.
   C. Field Joints.
      1. Use push-on joints for buried pipe except where indicated otherwise on the plans.
         a. Dirt, oil, grit, and other foreign matter shall be removed from the inside of the bell, outside of the spigot, and where other pipe connections are to be made.
         b. All joints shall be cleaned with solvent PVC cleaner prior to joining.
         c. Joints shall be glued using acceptable PVC glue that will provide a water-tight joint at a pressure of 100 psi.

Utility Crossing and Locations: The Septic Contractor is responsible for locating all services before beginning work on the site. The plans are approximate and may not show all utilities.

Water Line Vertical Separation: Clear separation distance when a water line crosses over a sewer must be at least 18-inches at the closest point. When conditions prevent an 18-inch clear separation from being maintained, or whenever it is necessary for the water line to cross under the sewer, both the water line and sewer shall be constructed of ferrous materials with mechanical joints equivalent to water main standards for a distance of at least 10 feet on each side of the point of crossing, with full sections of pipe centered at the point of crossing.

Storm Drain Separation: Horizontal separation between sewer lines and storm drains shall be at least ten feet. Vertical separation between sewer lines and storm drains at crossings shall be at least 18-inches at the closest point unless the sewer is of cast iron pipe or encased in concrete for at least ten feet on either side of the crossing.

Section III - Testing Requirements:

Requirements for Leakage Testing-Pressure Force Mains

Required testing of pipelines and valves shall be done under the direct supervision of the Project Engineer. Field-testing shall not negate the requirements for material certifications as contained in the material specification section of this contract. Unless otherwise directed by the Engineer, all testing and disinfection will be completed prior to connection to any existing line.

Hydrostatic & Leakage Tests

On completion of the line or sections of the lines, connections and appearances, the line shall be filled and hydrostatically tested after backfilling. The water for testing purposes can be taken from the nearest available water main under the supervision of the Engineer's Inspector. All leaks and any defective material shall be repaired or replaced to the satisfaction of the Engineer and the tests repeated until the requirements of this specification are met. Any special equipment, pumps, etc., required to make the test shall be furnished and operated by the Contractor as directed by the Inspector.

The Septic Contractor shall use great care to be sure that all air is expelled from each section under test. If service connection or other openings are not available for the purposes of expelling air, the Septic Contractor shall provide air release of sufficient size (as determined by the Engineer).
Specific procedures for testing main are as follows:

A. The contractor shall perform hydrostatic testing of all effluent distribution systems, as set forth in the following, and shall conduct said tests in the presence of Design Engineer, with 48 hours advance notice provided.

B. Piping and appurtenances to be tested shall be within sections between turn-ups unless alternate methods have received prior approval from the Design Engineer. Testing shall not proceed until all restraining devices have been installed. All piping shall be thoroughly cleaned and flushed prior to testing to clear the lines of all foreign matter. While the piping is being filled with clean water, care shall be exercised to permit the escape of air from extremities or the test section, with additional release cocks provided if required.

C. Hydrostatic testing shall be performed at 150 pounds per square inch pressure, unless otherwise approved by the Engineer, for a period of not less than two (2) hours. Testing shall be in accordance with the applicable provisions as set forth in AWWA Standard C605-94, Section 7. The allowable rate of leakage shall be less than the number of gallons per hour determined by the following formula:

L= ND (P) ½ / 3700
L = allowable leakage in gallons per hour
N = number of joints in section tested
D = nominal diameter of the pipe in inches
P = average test pressure maintained during the leakage test in pounds per square inch gauge

OR

Q = (D1 X S1) + (D2 X S2) + (D3 X S3) X P X H / 133,200
Where,
D= Diameter of line tested (inches) S = Length of line tested (feet)
P = Square root of average test pressure Q = Allowable leakage (gallons)
H = Test duration (hours)

D. The testing procedures shall include the continued application of the specified pressure to the test system, for the two-hour period, by way of a pipe taking supply from a container suitable for measuring water loss. The amount of loss shall be determined by measuring the volume displaced from said container.

E. Should the test fail, necessary repairs shall be accomplished by the contractor and the test repeated until within the established limits. The contractor shall furnish the necessary labor, water, pumps, gauges, and all other items required to conduct the required water distribution system testing and perform necessary repairs.

If the leakage exceeds this amount, then the pipe shall be visually inspected, and any leaking joints shall be replaced. Once this is complete the pipe shall be re-tested.

The Contractor shall be required to provide as many tests and/or certifications as the Engineer may deem necessary for materials, such as concrete, piping, valves, steel reinforcement, all fasteners and anchorage systems, etc. Testing for materials shall be made by a separate independent test laboratory employed by the Contractor and approved by the Engineer.

During the installation of the system, construction inspection(s) may be conducted by the local health department. These inspections will help to ensure the system is installed to meet the intended design and to document the system components. At the completion of the installation a final inspection will be completed by the certifying Engineer. At this time, the system installer will also provide the certifying Engineer with documentation of the installation as well as an installer certification indicating the system was installed to meet the intent of the design.

Required testing of pipelines shall be done under the direct supervision of the Project Engineer. Field-testing shall not negate the requirements for material certifications as contained in the material specification section of this contract. Unless otherwise directed by the Engineer, all testing is required to be completed prior connection to pump tank or distribution device.

Prior to testing and certified in writing by the Engineer of Record, the Contractor shall backfill the trenches to a minimum of 95% standard proctor, seed, and mulch. At the ends of the offsite force main(s), the contractor shall install a 90-degree ell and extend up to an elevation of 36-inches above the ground surface and cap. It shall also be noted on the pipe within 12-inches of the cap the corresponding lot number. This will allow for installers to readily identify the pipe and tie into for extension to the future pump tank and drain field distribution device. Contractor shall leave an open pit to exposed pipe a minimum of every 100 feet along trench for Engineer/Inspector to verify correct bury depth, material, spacing, etc. To be backfilled after completion/approval of testing.

Offsite Monumentation: At each corner of the offsite drainfield, the contractor shall install a 4X4 treated post, extending 30 inches above grade. Each post shall be painted or stained white with an UV resistant finish. Each post shall be labeled with the corresponding offsite lot. Label shall be a minimum of 3 inches in height and rated for outdoor use.

Final Landscaping

Seedbed Preparation

Complete grading according to the approved plan before seeding. Below are steps to take to prepare the seedbed for planting.

- Chisel compacted areas and spread topsoil 3 inches deep over adverse soil conditions, if available.
- Rip the entire area to 6 inches deep.
- Remove all loose rock, roots, and other obstructions leaving surface reasonably smooth and uniform.
- Apply agricultural lime, fertilizer, and superphosphate uniformly and mix with soil.
- Continue tillage until a well pulverized, firm reasonably uniform seedbed is prepared 4 to 6 inches deep.
- Seed on a freshly prepared seedbed.
- Mulch immediately after seeding and anchor mulch.

Apply lime and fertilizer evenly and incorporate into the top 4–6 inches of soil by disking or other suitable means. Operate machinery on the contour. When using a hydro seeder, apply lime and fertilizer to a rough, loose surface.

Roughen surfaces. Complete seedbed preparation by breaking up large clods and raking into a smooth, uniform surface. Fill in or level depressions that can collect water. Broadcast seed into a freshly loosened seedbed that has not been sealed by rainfall.

Seeding

Seeding dates given in the seeding mixture specifications designated as "best" or possible." Seedings properly carried out within the "best" dates have a high probability of success. It is also possible to have satisfactory establishment when seeding outside these dates. However, as you deviate from them, the probability of failure increases rapidly. Seeding on the last date shown under "possible" may reduce chances of success by 30-50%. Always take this into account in scheduling land-disturbing activities.

Use certified seed for permanent seeding whenever possible. Certified seed is inspected by the North Carolina Crop Improvement Association. It meets published North Carolina Standards and should bear an official "Certified Seed" label.

Labeling of non-certified seed is also required by law. Labels contain essential information on seed purity, germination, and presence of weed seeds. Seed must meet State standards for content of noxious weeds. Do not accept seed containing "prohibited" noxious weed seed.

Apply seed uniformly with a cyclone seeder, drop-type spreader drill, cultipacker seeder, or hydro seeder on a firm, friable seedbed.

When using a drill or cultipacker seeder, plant small grains no more than 1 inch deep, grasses and legumes no more than ½ inch. Equipment should be calibrated in the field for the desired seeding rate.

When using broadcast-seeding methods, subdivide the area into workable sections and determine the amount of seed needed for each section. Apply one-half the seed while moving back and forth across the area, making a uniform pattern; then apply the second half in the same way, but moving at right angles to the first pass.

Cover broadcast seed by raking or chain dragging; then firm the surface with a roller or cultipacker to provide good seed contact.

Mulch

Mulch all plantings immediately after seeding. Select a material based on site and practice requirements, availability of material, labor, and equipment. Before mulching, complete the required grading, install sediment control practices, and prepare the seedbed. Apply seed before mulching except in the following cases:

- Seed is applied as part of a hydro seeder slurry containing wood fiber mulch.
- A hydro seeder slurry is applied over straw.

Irrigation

Moisture is essential for seed germination and seedling establishment. Supplemental irrigation can be extremely helpful in assuring adequate stands in dry seasons or to speed development of full cover. Assess the need for irrigation when the seeding is conducted.

Water application rates must be carefully controlled to prevent runoff. Inadequate or excessive amounts of water can be more harmful than no supplemental water. Once the system has been placed into use, cease all irrigation use on the drainfield areas to prevent the hydraulic overloading.

Application Of Organic Mulch

Organic mulches are effective where they can be tacked securely to the surface.

Spread mulch uniformly by hand, or with a mulch blower. When spreading straw mulch by hand, divide the area to be mulched into sections of approximately 1,000 ft2, and place 70-90 lb. of straw (1 ½ to 2 bales) in each section to facilitate uniform distribution. After spreading mulch, no more than 25% of the ground surface should be visible. In hydroseeding operations, a green dye, added to the slurry, assures a uniform application.

Anchoring Organic Mulch
Straw mulch must be anchored immediately after spreading using vegetation. Rye (grain) may be used to anchor mulch in fall plantings, and German millet in spring. Broadcast at 15 lb./acre before applying mulch.

Permanent Stabilization
Permanent stabilization is needed in graded or cleared areas subject to erosion and where a permanent, long-lived vegetative cover is needed. Typically, disturbed portions of a site where construction activities have permanently ceased will be stabilized with permanent seeding no later than 14 days after the last construction activity. This method will not provide erosion control cover or prevent soil slippage on soils that are not stable due to soil texture or structure, water movement or excessively steep slopes. In some areas it may be necessary to install erosion or sediment control practices such as dikes, contour ripping, erosion stops, channel liners, sediment basins, diversions, subsurface drainage, or other practices.

Prior to seeding, 1,000 lbs./ac of a 12-12-12 or equivalent fertilizer and lime according to soil test or in lieu of soil test, 4,000 lbs./ac of ground agricultural limestone shall be worked into the soil to a depth of 3 inches.
Seed should be applied uniformly at a depth of 1/4 to ½ inch with appropriate equipment. Except on very flat slopes and ideal seeding conditions, small grain straw should be applied at a rate of 3,000 to 4,000 lbs./ac using appropriate mulch anchoring techniques. Other mulch materials can be used except under adverse conditions or steep slopes, grain straw should be adequate.

As Built and Record Drawings
A set of as-built plans and specifications shall be prepared by a Professional Surveyor licensed to practice in the State of North Carolina. The Surveyor shall be hired by the Septic Contractor to perform the work. The Septic Contractor shall provide the "As-Built" data to the Engineer. The Engineer shall provide the signed and sealed "Record Drawings" to the local Health Department, Engineer and Owner which will show actual vertical and horizontal location and design of all system components and contain a complete list of all mechanical equipment installed whenever any deviations were made from the approved plans and specifications. The Septic Contractor shall forward to the Engineer two bound sets of all manufacturer's component data along with the "As Built" data.

Final Record drawings shall be on full-size 24" x 36" paper. Two (2) sets shall be provided. An additional full-size Record Drawing shall be given to the ORC.

Operating Permit
Installation of the remaining portions of the system shall be performed under the supervision of the Local Health Department or designer.

The force main(s) shall not be operated until the Project Engineer certifies in writing that the system has been installed in accordance with the approved plans and specifications, and the installation is approved by the local Health Department.

1. An Operation Permit may be issued by the Local Health Department after all conditions of the improvement permit have been met, the Design Engineer certifies in writing that the system has been installed in accordance with the approved plans and specifications.

2. The operation permit shall include description of facilities served and sewage system components, as-built plans and specifications, legal documents, operation, and maintenance manual, monitoring and performance requirements, and other operating conditions deemed appropriate.

Warranty: The Septic Contractor shall agree to provide a minimum of one-year regular service to the Owner for maintenance and upkeep of the force mains at no additional cost to the Owner, and such one-year period shall begin from the date of final inspection and acceptance of the system construction by the Owner and the Engineer. Any concerns by the owners' personnel shall be addressed promptly.

If the installation Septic Contractor will not be willing to agree to the above described one-year maintenance period, then any other time must be acceptable to the Owner and the Engineer.

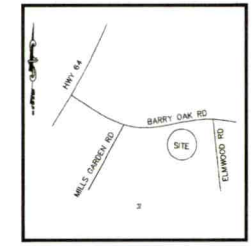
The current system owner (**Peconic Bay Homes, and subsequent owners**) shall establish an operation and maintenance program and procedure based on experience obtained from similar installations.

The current system owner **(Peconic Bay Homes, and subsequent owners)** shall be responsible to comply with all above operating and maintenance procedures in addition to any so specified on the operation permit issued by the Local County Health Department or may be necessary in the future for the operation of the system to meet all public health laws, rules, and regulation regarding the wastewater system.

Failure to comply with these operating and maintenance procedures will necessitate immediate legal action by the Local County Health Department to suspend or revoke the operation permit.

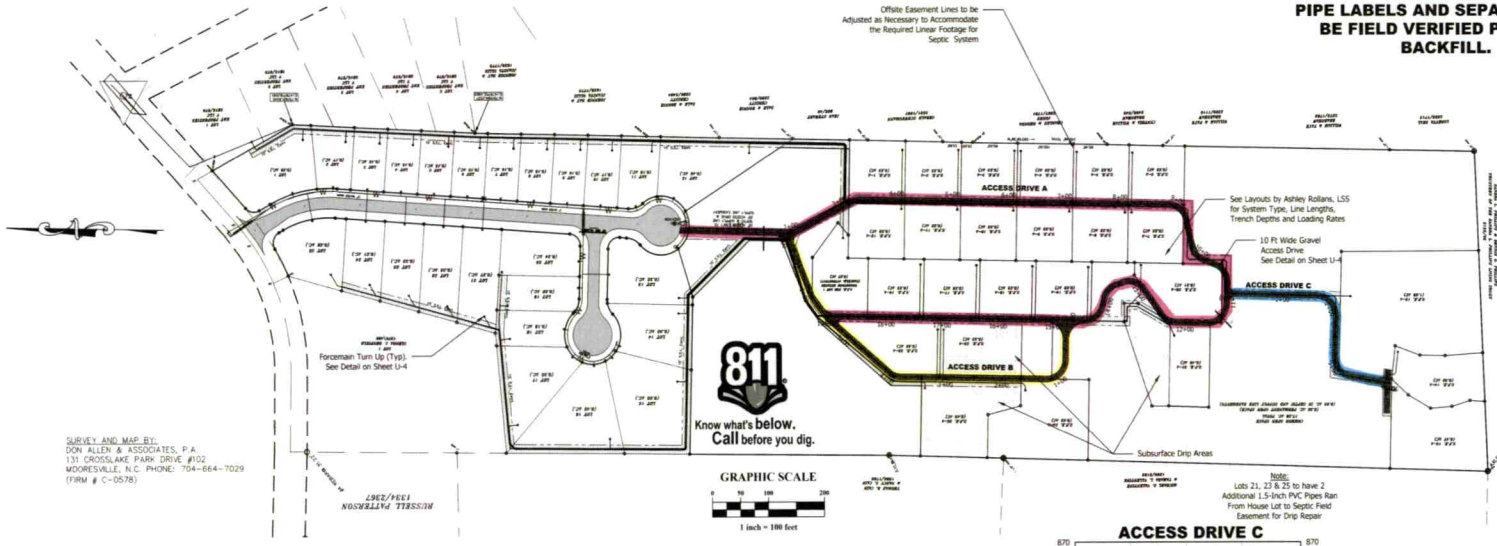
Lot Number	Offsite Lot Number	Pipe Material	Pipe O.D. (in.)	Pipe I.D. (in.)	Pipe Length (LF)	System Flow (GPM)*	Velocities (Ft./Sec.)	Friction Head (Ft.)	Force Main High Point Elev.**	Force Main Low Point Elev.**	Added Elev. To Manifold**	Static Head (Ft.)	Oper. Head (Ft.)	Total Dynamic Head (Ft.)	Pump Req'd***
1-DCS	1	SCH 40 PVC	2 in.	2.067	1,345.00	28.44	2.72	24.97	875.00	875.00	3.00	13.00	2.00	40.20	Goulds 3885 Model WE1012LH
1	1-A	SCH 40 PVC	2 in.	2.067	1,775.00	28.44	2.72	24.85	877.00	875.00	3.00	15.00	2.00	44.02	Goulds 3885 Model WE1012LH
2	2-A	SCH 40 PVC	2 in.	2.067	1,380.00	28.44	2.72	25.13	872.00	875.00	3.00	10.00	2.00	45.06	Goulds 3885 Model WE1012LH
3	3-A	SCH 40 PVC	2 in.	2.067	1,340.00	28.44	2.72	25.91	880.00	875.00	3.00	19.00	2.00	49.72	Goulds 3885 Model WE1012LH
4	4-A	SCH 40 PVC	2 in.	2.067	1,300.00	28.44	2.72	25.13	881.00	875.00	3.00	19.00	2.00	51.90	Goulds 3885 Model WE1012LH
5	5-A	SCH 40 PVC	2 in.	2.067	1,325.00	28.44	2.72	25.62	881.00	873.00	3.00	19.00	2.00	49.41	Goulds 3885 Model WE1012LH
6	6-A	SCH 40 PVC	2 in.	2.067	1,370.00	28.44	2.72	25.49	881.00	871.00	3.00	19.00	2.00	47.38	Goulds 3885 Model WE1012LH
7	7-A	SCH 40 PVC	2 in.	2.067	1,230.00	28.44	2.72	23.76	881.00	873.00	-	16.00	2.00	44.59	Goulds 3885 Model WE1012LH
8	8-A	SCH 40 PVC	2 in.	2.067	1,155.00	28.44	2.72	22.10	881.00	872.00	-	16.00	2.00	43.14	Goulds 3885 Model WE1012LH
9	9-A	SCH 40 PVC	2 in.	2.067	955.00	28.44	2.72	19.46	881.00	871.00	-	16.00	2.00	35.82	Goulds 3885 Model WE1012LH
10	10-A	SCH 40 PVC	2 in.	2.067	940.00	28.44	2.72	19.24	881.00	871.00	-	16.00	2.00	34.65	Goulds 3885 Model WE1012LH
11	11-A	SCH 40 PVC	2 in.	2.067	965.00	28.44	2.72	12.86	877.00	871.00	-	12.00	2.00	25.21	Goulds 3885 Model WE1012LH
12	12-A	SCH 40 PVC	2 in.	2.067	905.00	28.44	2.72	7.84	880.00	875.00	-	15.00	2.00	21.20	Goulds 3885 Model WE1012LH
13	13-A	SCH 40 PVC	2 in.	2.067	1,405.00	28.44	2.72	27.55	881.00	864.00	-	19.00	2.00	44.26	Goulds 3885 Model WE1012LH
14	14-A	SCH 40 PVC	2 in.	2.067	1,990.00	28.44	2.72	32.87	881.00	864.00	-	23.00	2.00	53.57	Goulds 3885 Model WE1012LH
15	15-A	SCH 40 PVC	2 in.	2.067	1,765.00	28.44	2.72	34.72	881.00	864.00	-	26.00	2.00	51.82	Goulds 3885 Model WE1012LH
16	16-A	SCH 40 PVC	2 in.	2.067	1,040.00	28.44	2.72	20.73	870.00	861.00	1.00	21.00	2.00	42.82	Goulds 3885 Model WE1012LH
17	17-A	SCH 40 PVC	2 in.	2.067	1,855.00	28.44	2.72	28.20	870.00	862.00	1.00	22.00	2.00	49.80	Goulds 3885 Model WE1012LH
18	18-A	SCH 40 PVC	2 in.	2.067	1,600.00	28.44	2.72	30.81	870.00	861.00	1.00	22.00	2.00	56.33	Goulds 3885 Model WE1012LH
19	19-A	SCH 40 PVC	2 in.	2.067	1,780.00	28.44	2.72	34.03	870.00	861.00	1.00	18.00	2.00	51.41	Goulds 3885 Model WE1012LH
20	20-A	SCH 40 PVC	2 in.	2.067	1,890.00	28.44	2.72	36.14	870.00	861.00	1.00	15.00	2.00	53.69	Goulds 3885 Model WE1012LH
21	21-A	SCH 40 PVC	2 in.	2.067	1,850.00	28.44	2.72	35.73	870.00	861.00	-	21.00	2.00	52.25	Goulds 3885 Model WE1012LH
22	22-A	SCH 40 PVC	2 in.	2.067	1,585.00	28.44	2.72	20.20	862.00	859.00	0.50	11.00	2.00	45.70	Goulds 3885 Model WE1012LH
23	23-A	SCH 40 PVC	2 in.	2.067	1,685.00	28.44	2.72	32.78	862.00	859.00	1.00	9.00	2.00	42.87	Goulds 3885 Model WE1012LH
24	24-A	SCH 40 PVC	2 in.	2.067	1,910.00	28.44	2.72	34.99	862.00	859.00	-	9.00	2.00	45.98	Goulds 3885 Model WE1012LH
25	25-A	SCH 40 PVC	2 in.	2.067	1,700.00	28.44	2.72	32.87	862.00	859.00	-	9.00	2.00	43.86	Goulds 3885 Model WE1012LH

*Based on Pressure Manifold with (4) 1/2-inch SCH 40 Taps. Subject to changes based on system type at time of ATC
** If Sand Mound/and differ from shown, contact Engineer for further evaluation.
***Or Approved Equal



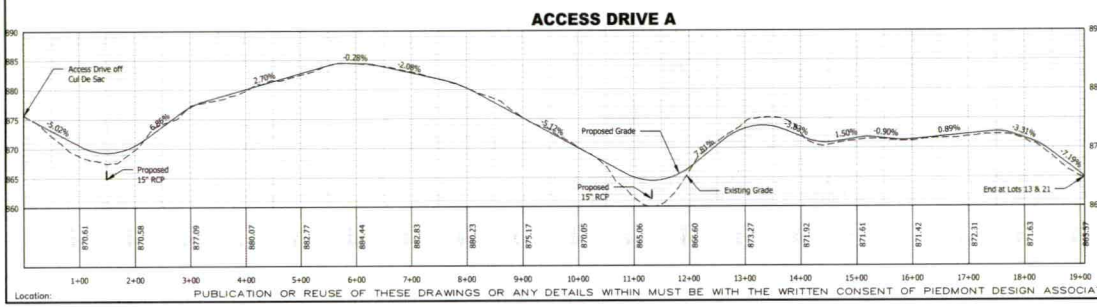
VICINITY MAP
NO SCALE

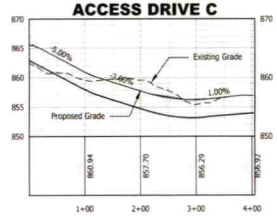
ALL PIPE CROSINGS TO BE LEFT EXPOSED FOR INSPECTION BY ICHD & ENGINEER.
PIPE LABELS AND SEPARATION TO BE FIELD VERIFIED PRIOR TO BACKFILL.

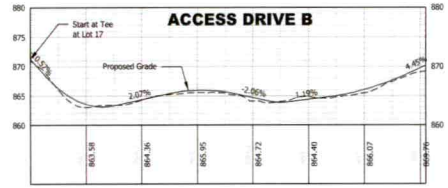


SURVEY AND MAP BY:
DON ALLEN & ASSOCIATES, P.A.
131 CROSSLAKE PARK DRIVE #102
MOORESVILLE, N.C. PHONE: 704-664-7029
(FIRM # C-0578)

Note:
Lots 21, 23 & 25 to have 2 Additional 1.5-Inch PVC Pipes Ran From House Lot to Septic Field Easement for Drip Repair







Location:

PUBLICATION OR REUSE OF THESE DRAWINGS OR ANY DETAILS WITHIN MUST BE WITH THE WRITTEN CONSENT OF PIEDMONT DESIGN ASSOCIATES, P.A.

Owner: _____ Approved: _____ Date of Issue: _____

PIEDMONT DESIGN
Associates, P.A.
Site Development Consultants
Suite 101 Westfield Center, 125 East Plaza Drive
Mooresville, North Carolina 28115
Phone: (704) 664-7888 Fax: (704) 664-7776 www.pdapa.com
NC(C-1) Licence C-1 (1987)

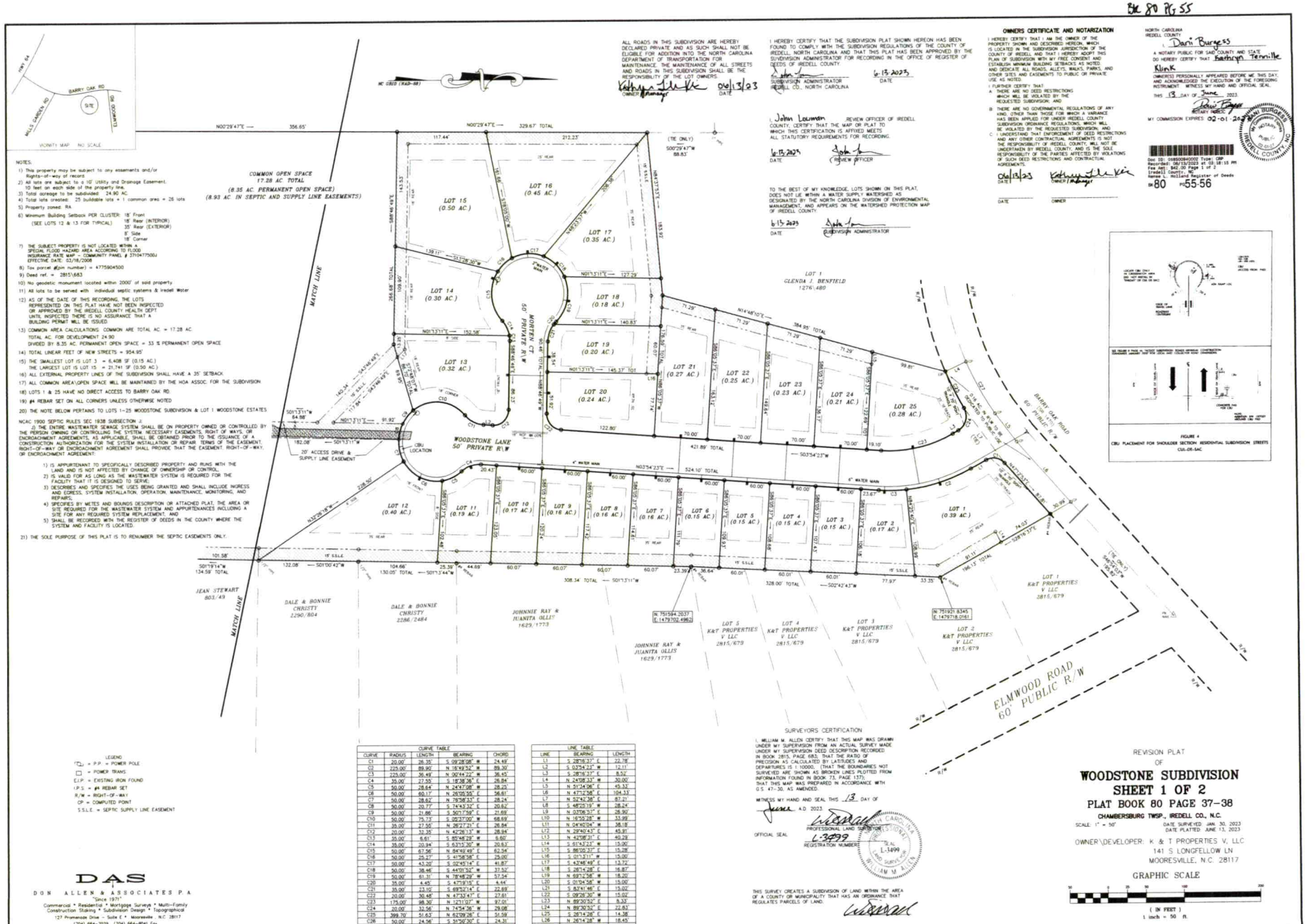
PREPARED FOR:
PECONIC BAY HOMES, INC.
127 BLUFF MEADOW LANE
MOORESVILLE, NC 28115
704-235-8489

SUBDIVISION PLAN AND ACCESS DRIVE PLAN-PROFILE
BARRY OAK SUBDIVISION
SWQ OF BARRY OAK RD & ELMWOOD RD
IREDELL Co., NORTH CAROLINA

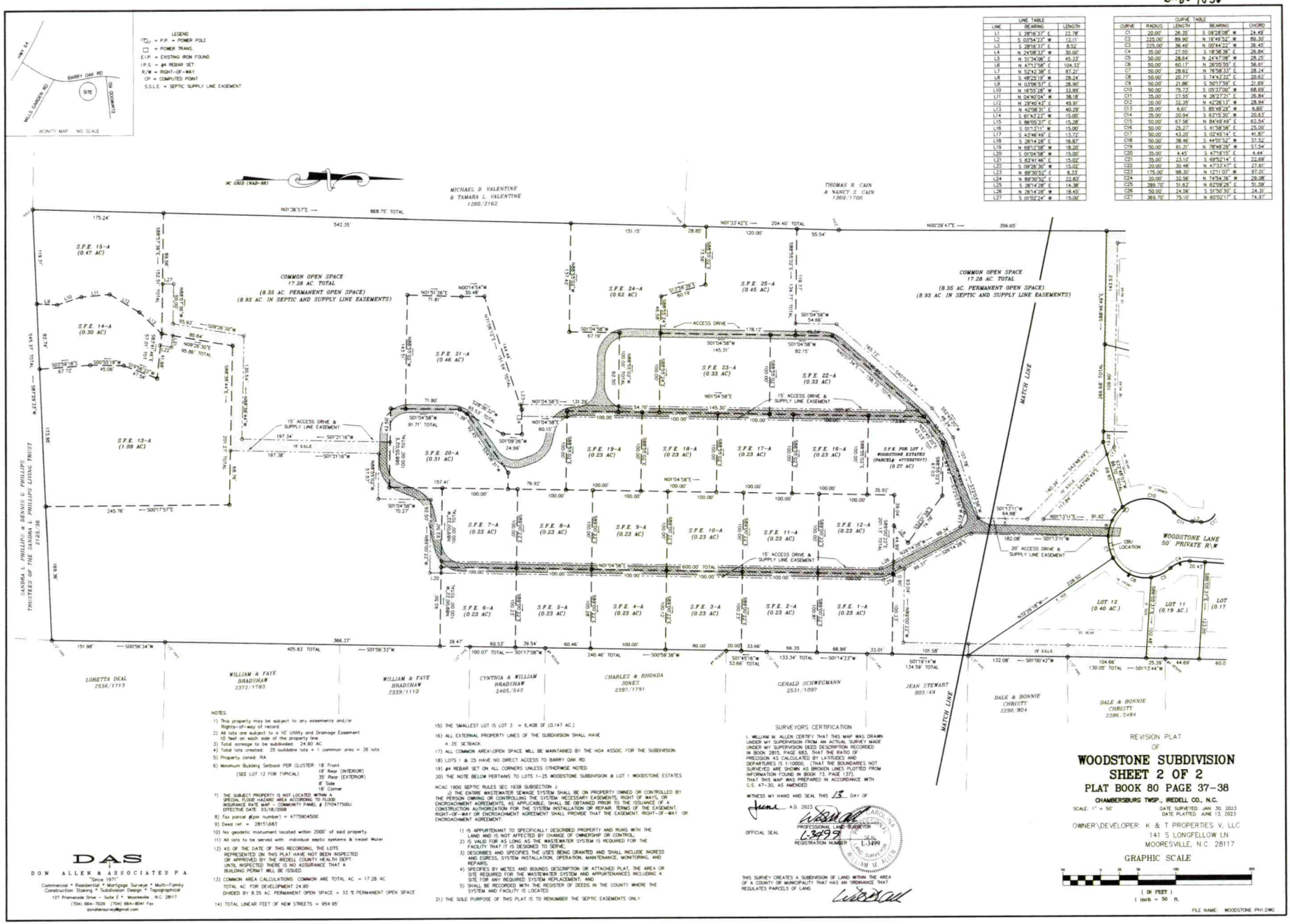
REVISIONS	BY
A REV. PER COMMENTS BY ICHD & CED (1.25.23)	DMD
B REV. PER COMMENTS BY ICHD (6.12.23)	DMD

Date: 9/27/22
Scale: 1"=60' 1"=6'
Drawn: DMD
Checked: DLM
Project: 2022-04-01
Job: 2022-04-01
Sheet: U-1
B 6/12/23
Sheets

Bk 80 Pg 55


VICINITY MAP NO SCALE
HWY 64
BARRY OAK RD
MILLS CAMPEN RD
SITE
OLD COMPASS RD
NOTES.
1) This property may be subject to any easements and/or Rights-of-way of record.
2) All lots are subject to a 10' Utility and Drainage Easement, 10 feet on each side of the property line.
3) Total acreage to be subdivided 24.90 AC.
4) Total lots created: 25 buildable lots + 1 common area = 26 lots
5) Property zoned: RA
6) Minimum Building Setback PER CLUSTER: 18' Front, 18' Rear (INTERIOR), 35' Rear (EXTERIOR), 8' Side, 18' Corner (SEE LOTS 12 & 13 FOR TYPICAL)
7) THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAP — COMMUNITY PANEL # 3710477500J EFFECTIVE DATE: 03/16/2008
8) Tax parcel #(pin number) = 4775904500
9) Deed ref. = 2815\683
10) No geodetic monument located within 2000' of said property.
11) All lots to be served with individual septic systems & Iredell Water
12) AS OF THE DATE OF THIS RECORING, THE LOTS REPRESENTED ON THIS PLAT HAVE NOT BEEN INSPECTED OR APPROVED BY THE IREDELL COUNTY HEALTH DEPT UNITS, INSPECTED THERE IS NO ASSURANCE THAT A BUILDING PERMIT WILL BE ISSUED
13) COMMON AREA CALCULATIONS: COMMON ARE TOTAL AC. = 17.28 AC. TOTAL AC. FOR DEVELOPMENT 24.90 DIVIDED BY 8.35 AC. PERMANENT OPEN SPACE = 33 % PERMANENT OPEN SPACE
14) TOTAL LINEAR FEET OF NEW STREETS = 954.95'
15) THE SMALLEST LOT IS LOT 3 = 6,408 SF (0.15 AC.) THE LARGEST LOT IS LOT 15 = 21,741 SF (0.50 AC.)
16) ALL EXTERNAL PROPERTY LINES OF THE SUBDIVISION SHALL HAVE A 35' SETBACK.
17) ALL COMMON AREA\OPEN SPACE WILL BE MAINTAINED BY THE HOA ASSOC. FOR THE SUBDIVISION.
18) LOTS 1 & 25 HAVE NO DIRECT ACCESS TO BARRY OAK RD.
19) #4 REBAR SET ON ALL CORNERS UNLESS OTHERWISE NOTED
20) THE NOTE BELOW PERTAINS TO LOTS 1-25 WOODSTONE SUBDIVISION & LOT 1 WOODSTONE ESTATES
NCAC 1900 SEPTIC RULES SEC 1938 SUBSECTION J:
J) THE ENTIRE WASTEWATER SEWAGE SYSTEM SHALL BE ON PROPERTY OWNED OR CONTROLLED BY THE PERSON OWNING OR CONTROLLING THE SYSTEM. NECESSARY EASEMENTS, RIGHT OF WAYS, OR ENCROACHMENT AGREEMENTS, AS APPLICABLE, SHALL BE OBTAINED PRIOR TO THE ISSUANCE OF A CONSTRUCTION AUTHORIZATION FOR THE SYSTEM INSTALLATION OR REPAIR. TERMS OF THE EASEMENT, RIGHT-OF-WAY OR ENCROACHMENT AGREEMENT SHALL PROVIDE THAT THE EASEMENT, RIGHT-OF-WAY, OR ENCROACHMENT AGREEMENT:
1) IS APPURTENANT TO SPECIFICALLY DESCRIBED PROPERTY AND RUNS WITH THE LAND AND IS NOT AFFECTED BY CHANGE OF OWNERSHIP OR CONTROL;
2) IS VALID FOR AS LONG AS THE WASTEWATER SYSTEM IS REQUIRED FOR THE FACILITY THAT IT IS DESIGNED TO SERVE;
3) DESCRIBES AND SPECIFIES THE USES BEING GRANTED AND SHALL INCLUDE INGRESS AND EGRESS, SYSTEM INSTALLATION, OPERATION, MAINTENANCE, MONITORING, AND REPAIRS;
4) SPECIFIES BY METES AND BOUNDS DESCRIPTION OR ATTACHED PLAT, THE AREA OR SITE REQUIRED FOR THE WASTEWATER SYSTEM AND APPURTENANCES INCLUDING A SITE FOR ANY REQUIRED SYSTEM REPLACEMENT, AND
5) SHALL BE RECORDED WITH THE REGISTER OF DEEDS IN THE COUNTY WHERE THE SYSTEM AND FACILITY IS LOCATED.
21) THE SOLE PURPOSE OF THIS PLAT IS TO RENUMBER THE SEPTIC EASEMENTS ONLY.
LEGEND
"D" = P.P. = POWER POLE
□ = POWER TRANS.
E.I.P. = EXISTING IRON FOUND
I.P.S. = #4 REBAR SET
R/W = RIGHT-OF-WAY
CP = COMPUTED POINT
S.S.L.E. = SEPTIC SUPPLY LINE EASEMENT
DAS
DON ALLEN & ASSOCIATES P.A.
"Since 1979"
Commercial * Residential * Mortgage Surveys * Multi-Family
Construction Staking * Subdivision Design * Topographical
127 Promenade Drive - Suite E * Mooresville, N.C. 28117
(704) 664-7029 (704) 664-8041 Fax
donallensurvey@gmail.com
ALL ROADS IN THIS SUBDIVISION ARE HEREBY DECLARED PRIVATE AND AS SUCH SHALL NOT BE ELIGIBLE FOR ADDITION INTO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE. THE MAINTENANCE OF ALL STREETS AND ROADS IN THIS SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS.
OWNER
06/13/23
DATE
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE COUNTY OF IREDELL, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED BY THE SUVDIVISION ADMINISTRATOR FOR RECORDING IN THE OFFICE OF REGISTER OF DEEDS OF IREDELL COUNTY.
SUBDIVISION ADMINISTRATOR
IREDELL CO., NORTH CAROLINA
6-13-2023
DATE
I, John Lowman, REVIEW OFFICER OF IREDELL COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
6-13-2023
DATE
(REVIEW OFFICER)
TO THE BEST OF MY KNOWLEDGE, LOTS SHOWN ON THIS PLAT, DOES NOT LIE WITHIN A WATER SUPPLY WATERSHED AS DESIGNATED BY THE NORTH CAROLINA DIVISION OF ENVIRONMENTAL MANAGEMENT, AND APPEARS ON THE WATERSHED PROTECTION MAP OF IREDELL COUNTY.
6-13-2023
DATE
SUBDIVISION ADMINISTRATOR
OWNERS CERTIFICATE AND NOTARIZATION
I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE COUNTY OF IREDELL AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT AND ESTABLISH MINIMUM BUILDING SETBACKS AS NOTED AND DEDICATE ALL ROADS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED.
I FURTHER CERTIFY THAT:
A. THERE ARE NO DEED RESTRICTIONS WHICH WILL BE VIOLATED BY THE REQUESTED SUBDIVISION; AND
B. THERE ARE NO GOVERNMENTAL REGULATIONS OF ANY KIND, OTHER THAN THOSE FOR WHICH A VARIANCE HAS BEEN APPLIED FOR UNDER IREDELL COUNTY SUBDIVISION ORDINANCE REGULATIONS, WHICH WILL BE VIOLATED BY THE REQUESTED SUBDIVISION; AND
C. I UNDERSTAND THAT ENFORCEMENT OF DEED RESTRICTIONS AND ANY OTHER CONTRACTUAL AGREEMENTS IS NOT THE RESPONSIBILITY OF IREDELL COUNTY, WILL NOT BE UNDERTAKEN BY IREDELL COUNTY, AND IS THE SOLE RESPONSIBILITY OF THE PARTIES AFFECTED BY VIOLATIONS OF SUCH DEED RESTRICTIONS AND CONTRACTUAL AGREEMENTS.
06/13/23
DATE
OWNER
DATE
OWNER
NORTH CAROLINA
IREDELL COUNTY
I, Dawn Burgess
A NOTARY PUBLIC FOR SAID COUNTY AND STATE
DO HEREBY CERTIFY THAT Kathryn Tennille Klenk
OWNER(S) PERSONALLY APPEARED BEFORE ME THIS DAY, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL.
THIS 13 DAY OF June, 2023.
NOTARY PUBLIC
MY COMMISSION EXPIRES: 02-01-2026
Doc ID: 018500040002 Type: CRP
Recorded: 06/13/2023 at 03:18:15 PM
Fee Amt: $42.00 Page 1 of 2
Iredell County, NC
Herman L. Holland Register of Deeds
BK 80 PG 55-56
COMMON OPEN SPACE
17.28 AC. TOTAL
(8.35 AC. PERMANENT OPEN SPACE)
(8.93 AC. IN SEPTIC AND SUPPLY LINE EASEMENTS)
MATCH LINE
MATCH LINE
LOT 15 (0.50 AC.)
LOT 16 (0.45 AC.)
LOT 17 (0.35 AC.)
LOT 14 (0.30 AC.)
LOT 18 (0.18 AC.)
LOT 19 (0.20 AC.)
LOT 13 (0.32 AC.)
LOT 20 (0.24 AC.)
LOT 21 (0.27 AC.)
LOT 22 (0.25 AC.)
LOT 23 (0.23 AC.)
LOT 24 (0.21 AC.)
LOT 25 (0.28 AC.)
LOT 12 (0.40 AC.)
LOT 11 (0.19 AC.)
LOT 10 (0.17 AC.)
LOT 9 (0.16 AC.)
LOT 8 (0.16 AC.)
LOT 7 (0.16 AC.)
LOT 6 (0.15 AC.)
LOT 5 (0.15 AC.)
LOT 4 (0.15 AC.)
LOT 3 (0.15 AC.)
LOT 2 (0.17 AC.)
LOT 1 (0.39 AC.)
SO. MORAVIA CT. 50' PRIVATE R/W
WOODSTONE LANE 50' PRIVATE R/W
BARRY OAK ROAD 60' PUBLIC R/W
ELMWOOD ROAD 60' PUBLIC R/W
CBU LOCATION
20' ACCESS DRIVE & SUPPLY LINE EASEMENT
LOT 1 GLENDA J. BENFIELD 1276\480
JEAN STEWART 803/49
DALE & BONNIE CHRISTY 1290/804
DALE & BONNIE CHRISTY 2286/2484
JOHNNIE RAY & JUANITA OLLIS 1629/1773
JOHNNIE RAY & JUANITA OLLIS 1629/1773
LOT 5 K&T PROPERTIES V LLC 2815/679
LOT 4 K&T PROPERTIES V LLC 2815/679
LOT 3 K&T PROPERTIES V LLC 2815/679
LOT 2 K&T PROPERTIES V LLC 2815/679
LOT 1 K&T PROPERTIES V LLC 2815/679
N 751594.2037 E 1479702.4962
N 751921.8345 E 1479718.0161
(TIE ONLY) S00°29'47"W 88.83'
N00°29'47"E — 356.65'
N00°29'47"E — 329.67' TOTAL
117.44'
212.23'
143.53'
139.11'
S31°28'30"W
N01°13'11"E — 127.29'
N01°13'11"E — 140.83'
N01°13'11"E — 152.58'
N01°13'11"E — 145.37' TOT
N14°48'10"E
71.29'
384.95' TOTAL
99.81'
421.89' TOTAL
S03°54'23"W
524.10' TOTAL
N03°54'23"E
6" WATER MAIN
S01°13'11"W 64.98'
S01°13'11"W 182.08'
N01°13'11"E — 91.92'
N30°26'18"W
228.00'
S01°19'14"W 134.59' TOTAL
S01°00'42"W 132.08'
S01°13'44"W 104.66' TOTAL 130.05'
S01°13'11"W 308.34' TOTAL
S02°42'43"W 328.00' TOTAL
S38°18'37"E 186.13' TOTAL
S01°13'11"W 77.97'
S01°13'11"W 33.35'
S01°13'11"W 101.58'
15' S.S.L.E.
35' REAR
10' U/D/E
8' SIDE
18' CORNER
CURVE TABLE
CURVE | RADIUS | LENGTH | BEARING | CHORD
C1 | 20.00' | 26.35' | S 09°28'08" W | 24.49'
C2 | 225.00' | 89.90' | N 18°49'52" W | 89.30'
C3 | 225.00' | 36.49' | N 00°44'22" W | 36.45'
C4 | 35.00' | 27.55' | S 18°38'36" E | 26.84'
C5 | 50.00' | 28.64' | N 24°47'08" W | 28.25'
C6 | 50.00' | 60.17' | N 26°05'55" E | 56.61'
C7 | 50.00' | 28.62' | N 78°58'33" E | 28.24'
C8 | 50.00' | 20.77' | S 74°43'32" E | 20.62'
C9 | 50.00' | 21.86' | S 50°17'59" E | 21.69'
C10 | 50.00' | 75.73' | S 05°37'00" W | 68.69'
C11 | 35.00' | 27.55' | N 26°27'21" E | 26.84'
C12 | 20.00' | 32.35' | N 42°26'13" W | 28.94'
C13 | 35.00' | 6.61' | S 85°48'29" W | 6.60'
C14 | 35.00' | 20.94' | S 63°15'30" W | 20.63'
C15 | 50.00' | 67.56' | N 64°41'49" E | 62.54'
C16 | 50.00' | 25.27' | S 41°58'58" E | 25.00'
C17 | 50.00' | 43.20' | S 02°45'14" E | 41.87'
C18 | 50.00' | 38.46' | S 44°01'36" W | 37.50'
C19 | 50.00' | 61.31' | N 78°48'29" W | 57.54'
C20 | 35.00' | 6.45' | S 47°18'15" E | 6.44'
C21 | 35.00' | 33.10' | S 68°53'14" E | 32.68'
C22 | 20.00' | 30.48' | N 47°32'47" E | 27.61'
C23 | 175.00' | 98.30' | N 12°11'07" W | 97.01'
C24 | 20.00' | 32.56' | N 74°54'36" W | 29.08'
C25 | 399.70' | 51.63' | N 62°09'26" E | 51.59'
C26 | 50.00' | 24.56' | S 31°56'30" E | 24.31'
C27 | 369.70' | 75.10' | N 60°02'17" E | 74.97'
LINE TABLE
LINE | BEARING | LENGTH
L1 | S 28°18'37" E | 22.78'
L2 | S 03°54'23" W | 12.11'
L3 | S 28°18'37" E | 8.52'
L4 | N 24°08'33" W | 30.00'
L5 | N 51°34'06" E | 45.33'
L6 | N 47°12'38" E | 104.33'
L7 | N 52°42'38" E | 87.21'
L8 | S 48°20'19" W | 28.24'
L9 | N 03°06'57" E | 26.90'
L10 | N 16°55'28" W | 33.99'
L11 | N 04°40'04" W | 36.18'
L12 | N 29°40'43" E | 45.91'
L13 | N 42°58'31" E | 40.29'
L14 | S 61°43'23" W | 13.00'
L15 | S 86°05'37" E | 15.28'
L16 | S 01°13'11" W | 15.00'
L17 | S 42°46'49" E | 13.72'
L18 | S 28°14'28" E | 16.87'
L19 | N 68°14'28" W | 18.20'
L20 | S 21°04'58" W | 15.00'
L21 | S 82°41'46" E | 15.02'
L22 | S 09°28'30" W | 15.02'
L23 | N 89°30'52" E | 9.33'
L24 | N 89°30'52" E | 22.63'
L25 | S 26°14'28" E | 14.38'
L26 | N 26°14'28" W | 18.45'
L27 | S 01°02'24" W | 15.00'
SURVEYORS CERTIFICATION
I, WILLIAM M. ALLEN CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2815, PAGE 683; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10000. (THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK 73, PAGE 137); THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.
WITNESS MY HAND AND SEAL THIS 13 DAY OF June A.D. 2023.
PROFESSIONAL LAND SURVEYOR
L-3499
REGISTRATION NUMBER
OFFICIAL SEAL
NORTH CAROLINA REGISTERED LAND SURVEYOR SEAL L-3499 WILLIAM M. ALLEN
THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
FIGURE 4
CBU PLACEMENT FOR SHOULDER SECTION RESIDENTIAL SUBDIVISION STREETS CUL-DE-SAC
REVISION PLAT OF
WOODSTONE SUBDIVISION
SHEET 1 OF 2
PLAT BOOK 80 PAGE 37-38
CHAMBERSBURG TWSP., IREDELL CO., N.C.
SCALE: 1" = 50'
DATE SURVEYED: JAN. 30, 2023
DATE PLATTED: JUNE 13, 2023
OWNER\DEVELOPER: K & T PROPERTIES V, LLC
141 S. LONGFELLOW LN
MOORESVILLE, N.C. 28117
GRAPHIC SCALE
0 25 50 100 200
(IN FEET)
1 inch = 50 ft.
FILE NAME: WOODSTONE PH1.DWG

BK 80 PG 56



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 28°16'33" E	22.78'
L2	S 03°34'23" W	12.11'
L3	S 28°16'33" E	8.52'
L4	N 24°08'33" W	30.00'
L5	N 51°34'06" E	45.33'
L6	N 47°17'58" E	104.33'
L7	N 02°42'38" E	87.21'
L8	S 48°23'19" W	28.24'
L9	N 03°06'57" E	26.90'
L10	N 16°52'28" W	53.89'
L11	N 04°40'04" W	38.18'
L12	N 29°40'43" E	45.91'
L13	N 42°08'31" E	60.29'
L14	S 61°43'23" W	15.00'
L15	S 86°03'27" E	15.28'
L16	S 01°12'11" W	15.00'
L17	S 42°46'48" E	13.72'
L18	S 28°14'28" E	16.82'
L19	N 69°12'58" W	18.20'
L20	S 01°04'58" W	15.00'
L21	S 83°41'46" E	15.00'
L22	S 09°28'30" W	15.02'
L23	N 89°30'52" E	8.33'
L24	N 89°30'52" E	22.63'
L25	S 28°14'28" E	14.38'
L26	N 28°14'28" W	18.45'
L27	S 01°01'24" W	15.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	20.00'	26.35'	S 09°28'08" W	24.49'
C2	225.00'	89.90'	N 16°49'52" W	89.30'
C3	225.00'	36.49'	N 00°44'22" W	36.45'
C4	35.00'	27.55'	S 18°38'38" E	26.84'
C5	50.00'	28.64'	N 24°47'08" W	28.25'
C6	50.00'	60.17'	N 28°05'55" E	56.61'
C7	50.00'	28.62'	N 76°58'33" E	28.24'
C8	50.00'	20.77'	S 74°43'35" E	20.62'
C9	50.00'	21.86'	S 50°17'59" E	21.69'
C10	50.00'	75.73'	S 09°37'00" W	68.69'
C11	35.00'	27.55'	N 28°27'21" E	26.84'
C12	20.00'	32.35'	N 42°26'13" W	28.94'
C13	35.00'	6.61'	S 85°46'28" W	6.60'
C14	35.00'	20.94'	S 63°15'30" W	20.63'
C15	50.00'	67.56'	N 84°49'49" E	62.54'
C16	50.00'	25.27'	S 41°58'36" E	25.00'
C17	50.00'	43.20'	S 02°45'14" E	41.85'
C18	50.00'	38.46'	S 44°01'36" W	37.52'
C19	50.00'	61.31'	N 78°48'28" W	57.54'
C20	35.00'	4.45'	S 47°13'15" E	4.44'
C21	35.00'	23.10'	S 69°52'14" E	22.69'
C22	20.00'	30.48'	N 47°33'47" E	27.61'
C23	175.00'	98.30'	N 12°11'07" W	97.01'
C24	20.00'	32.56'	N 74°54'38" W	29.08'
C25	389.70'	51.62'	N 82°09'26" E	51.59'
C26	50.00'	24.56'	S 31°50'30" E	24.31'
C27	369.70'	75.10'	N 80°02'17" E	74.97'

NOTES:
1) This property may be subject to any easements and/or Rights-of-way of record
2) All lots are subject to a 10' Utility and Drainage Easement 10 feet on each side of the property line.
3) Total acreage to be subdivided: 24.90 AC.
4) Total lots created: 25 buildable lots + 1 common area = 26 lots
5) Property zoned: RA
6) Minimum Building Setback PER CLUSTER: 18' Front, 18' Rear (INTERIOR), 35' Rear (EXTERIOR), 8' Side, 18' Corner (SEE LOT 12 FOR TYPICAL)
7) THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAP - COMMUNITY PANEL # 3710477500J EFFECTIVE DATE: 03/18/2008
8) Tax parcel #(pin number) = 4775904500
9) Deed ref. = 2851/683
10) No geodetic monument located within 2000' of said property.
11) All lots to be served with individual septic systems & Iredell Water.
12) AS OF THE DATE OF THIS RECORDING, THE LOTS REPRESENTED ON THIS PLAT HAVE NOT BEEN INSPECTED OR APPROVED BY THE IREDELL COUNTY HEALTH DEPT. UNTIL INSPECTED THERE IS NO ASSURANCE THAT A BUILDING PERMIT WILL BE ISSUED.
13) COMMON AREA CALCULATIONS: COMMON ARE TOTAL AC. = 17.28 AC. TOTAL AC. FOR DEVELOPMENT 24.90 DIVIDED BY 8.35 AC. PERMANENT OPEN SPACE = 33 % PERMANENT OPEN SPACE
14) TOTAL LINEAR FEET OF NEW STREETS = 954.95
15) THE SMALLEST LOT IS LOT 3 = 6,408 SF (0.147 AC.)
16) ALL EXTERNAL PROPERTY LINES OF THE SUBDIVISION SHALL HAVE A 35' SETBACK.
17) ALL COMMON AREA\OPEN SPACE WILL BE MAINTAINED BY THE HOA ASSOC. FOR THE SUBDIVISION.
18) LOTS 1 & 25 HAVE NO DIRECT ACCESS TO BARRY OAK RD.
19) #4 REBAR SET ON ALL CORNERS UNLESS OTHERWISE NOTED.
20) THE NOTE BELOW PERTAINS TO LOTS 1-25 WOODSTONE SUBDIVISION & LOT 1 WOODSTONE ESTATES

NCAC 1900 SEPTIC RULES SEC. 1938 SUBSECTION J:
J) THE ENTIRE WASTEWATER SEWAGE SYSTEM SHALL BE ON PROPERTY OWNED OR CONTROLLED BY THE PERSON OWNING OR CONTROLLING THE SYSTEM. NECESSARY EASEMENTS, RIGHT OF WAYS, OR ENCROACHMENT AGREEMENTS, AS APPLICABLE, SHALL BE OBTAINED PRIOR TO THE ISSUANCE OF A CONSTRUCTION AUTHORIZATION FOR THE SYSTEM INSTALLATION OR REPAIR. TERMS OF THE EASEMENT, RIGHT-OF-WAY OR ENCROACHMENT AGREEMENT SHALL PROVIDE THAT THE EASEMENT, RIGHT-OF-WAY OR ENCROACHMENT AGREEMENT:
1) IS APPURTENANT TO SPECIFICALLY DESCRIBED PROPERTY AND RUNS WITH THE LAND AND IS NOT AFFECTED BY CHANGE OF OWNERSHIP OR CONTROL;
2) IS VALID FOR AS LONG AS THE WASTEWATER SYSTEM IS REQUIRED FOR THE FACILITY THAT IT IS DESIGNED TO SERVE;
3) DESCRIBES AND SPECIFIES THE USES BEING GRANTED AND SHALL INCLUDE INGRESS AND EGRESS, SYSTEM INSTALLATION, OPERATION, MAINTENANCE, MONITORING, AND REPAIRS;
4) SPECIFIES BY METES AND BOUNDS DESCRIPTION OR ATTACHED PLAT, THE AREA OR SITE REQUIRED FOR THE WASTEWATER SYSTEM AND APPURTENANCES INCLUDING A SITE FOR ANY REQUIRED SYSTEM REPLACEMENT; AND
5) SHALL BE RECORDED WITH THE REGISTER OF DEEDS IN THE COUNTY WHERE THE SYSTEM AND FACILITY IS LOCATED.
21) THE SOLE PURPOSE OF THIS PLAT IS TO RENUMBER THE SEPTIC EASEMENTS ONLY.

SURVEYOR'S CERTIFICATION

I, WILLIAM M. ALLEN CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2815, PAGE 683, THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10000, (THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK 73, PAGE 137), THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

WITNESS MY HAND AND SEAL THIS 13 DAY OF June A.D. 2023

OFFICIAL SEAL

PROFESSIONAL LAND SURVEYOR
L-3295
REGISTRATION NUMBER L-1499

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

REVISION PLAT OF

WOODSTONE SUBDIVISION
SHEET 2 OF 2
PLAT BOOK 80 PAGE 37-38

CHAMBERSBURG TWSP., IREDELL CO., N.C.

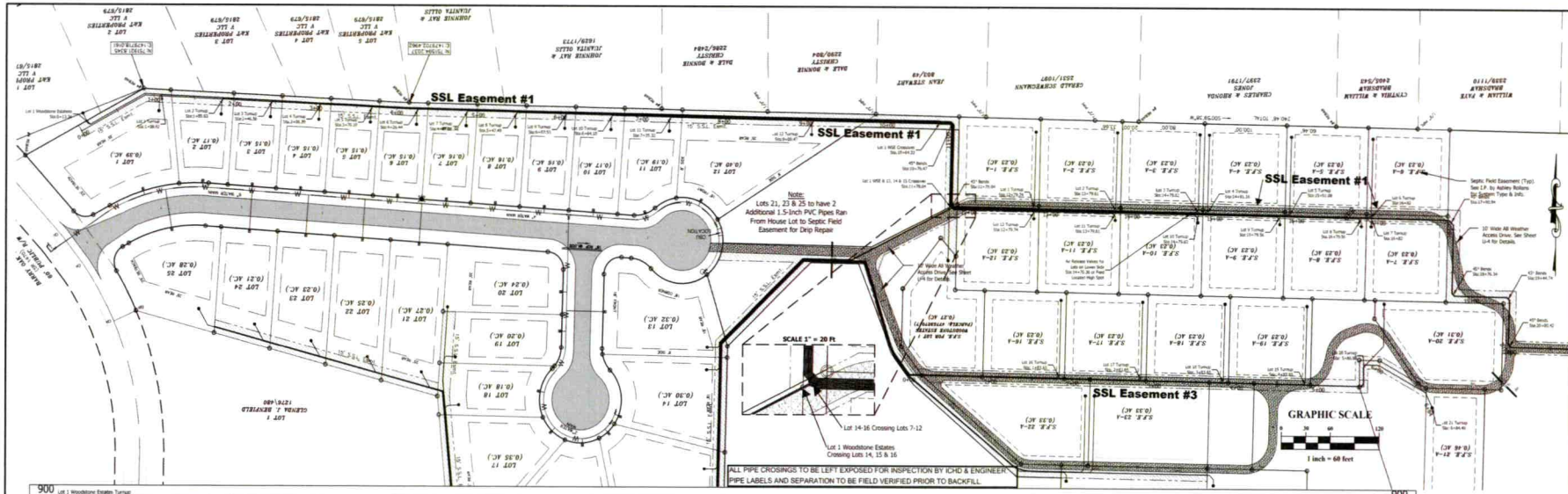
SCALE: 1" = 50' DATE SURVEYED: JAN. 30, 2023 DATE PLATED: JUNE 13, 2023

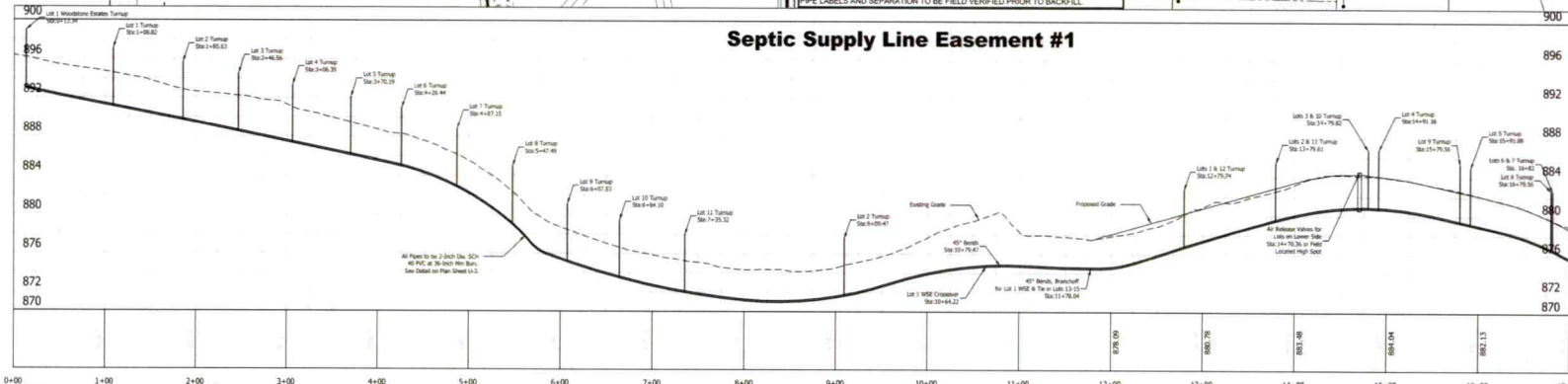
OWNER\DEVELOPER: K. & T. PROPERTIES V, LLC
141 S. LONGFELLOW LN.
MOORESVILLE, N.C. 28117

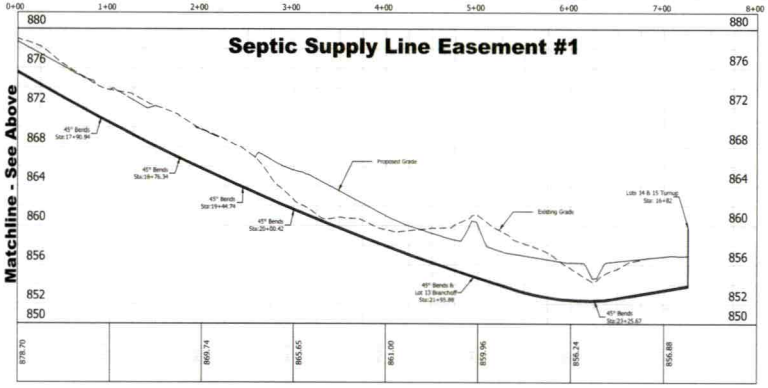
GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

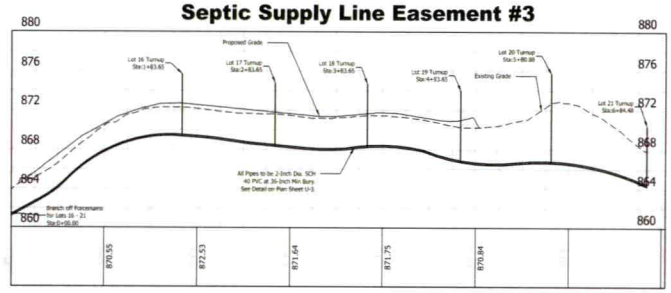
FILE NAME: WOODSTONE PH1.DWG

DAS
DON ALLEN & ASSOCIATES P.A.
"Since 1971"
Commercial * Residential * Mortgage Surveys * Multi-Family
Construction Staking * Subdivision Design * Topographical
127 Promenade Drive - Suite E * Mooresville, N.C. 28117
(704) 664-7028 (704) 664-8041 Fax
donallensurvey@gmail.com









811 Know what's below. Call before you dig.

PIEDMONT DESIGN ASSOCIATES
Associates, P.A.
Suite 101 Westfield Center 125 East Plaza Drive
Mooresville, North Carolina 28115
Phone: (704) 662-4240 Fax: (704) 662-4241 www.pdpa.com
NC BELS License # C-1007

PREPARED FOR:
PECONIC BAY HOMES, INC.
127 BLUFF MEADOW LANE
MOORESVILLE, NC 28115
704-235-8489

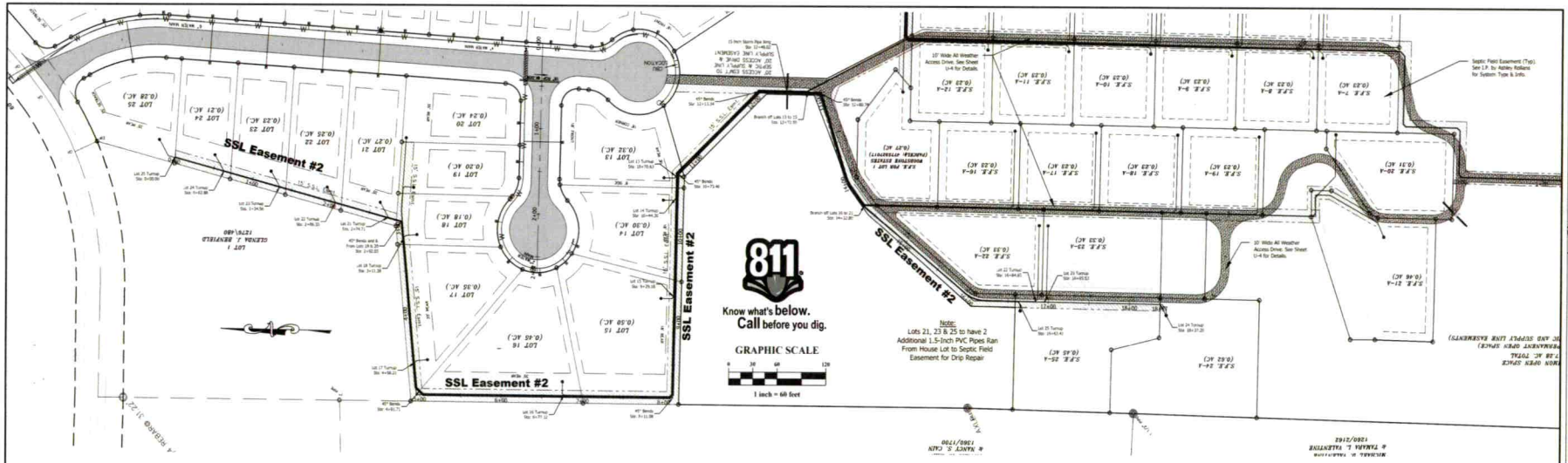
OFFSITE SEPTIC SUPPLY FORCE MAINS SITE PLAN - PROFILE
BARRY OAK SUBDIVISION
SWQ OF BARRY OAK RD & ELMWOOD RD
IREDELL Co., NORTH CAROLINA

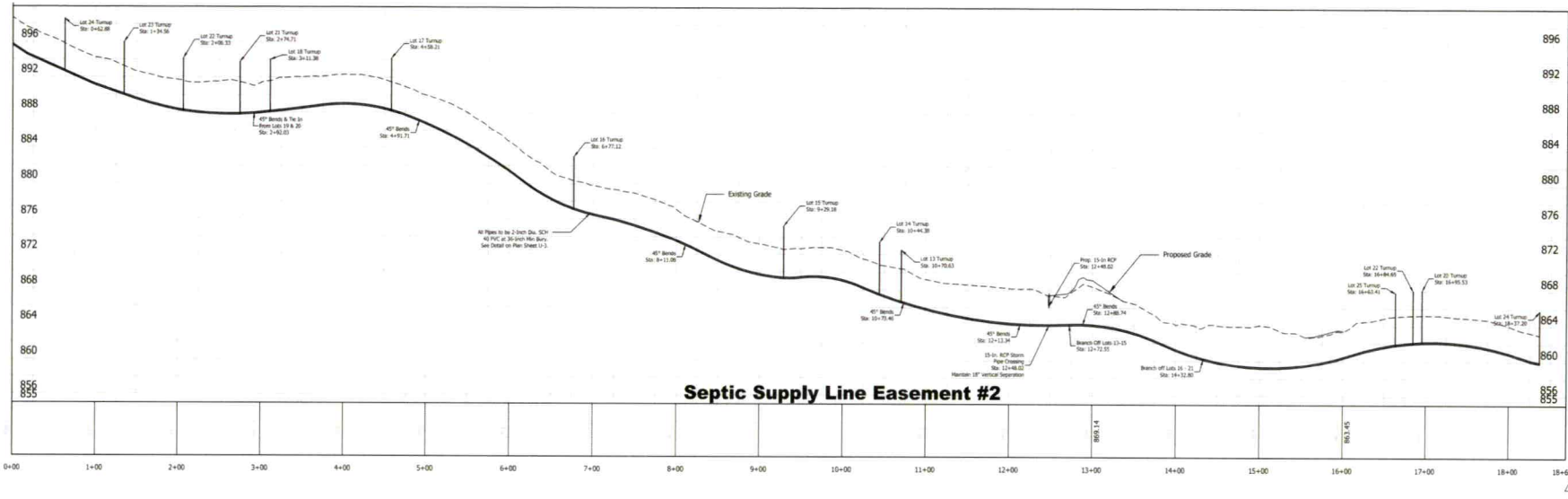
REVISIONS	BY
A REV. PER COMMENTS BY CLIENT & LDS (5/31/23)	DMD
B REV. PER COMMENTS BY CLIENT & ICHD (6/12/23)	DMD

Date: 9/27/22
Scale: 1"=60' 1"=6'
Drawn: DMD
Checked: DLM
Project: 2022-04-01
Job: 2022-04-01
Sheet U-2
B 6/12/23
Of 4 Sheets

PUBLICATION OR REUSE OF THESE DRAWINGS OR ANY DETAILS WITHIN MUST BE WITH THE WRITTEN CONSENT OF PIEDMONT DESIGN ASSOCIATES, P.A.

Location: Owner: Approved: Date of Issue:





PUBLICATION OR REUSE OF THESE DRAWINGS OR ANY DETAILS WITHIN MUST BE WITH THE WRITTEN CONSENT OF PIEDMONT DESIGN ASSOCIATES, P.A.

Location: Owner: Approved: Date of Issue:

PIEDMONT DESIGN
Associates, P.A.
Suite 103 Westfield Center 125 East Plaza Drive
Mooresville, North Carolina 28115
Phone:(704) 799-0200 Fax:(704) 799-0201 www.pdapa.com
NC BELS Licence # C-1007

PREPARED FOR:
PECONIC BAY HOMES, INC.
127 BLUFF MEADOW LANE
MOORESVILLE, NC 28115
704-235-8489

OFFSITE SEPTIC SUPPLY FORCE MAINS SITE PLAN - PROFILE
BARRY OAK SUBDIVISION
SWQ OF BARRY OAK RD & ELMWOOD RD
IREDELL Co., NORTH CAROLINA

REVISIONS	BY
REV. PER COMMENTS BY CLIENT & LDS (9/22/23)	DMD
REV. PER COMMENTS BY CLIENT & CDD (8/11/23)	DMD

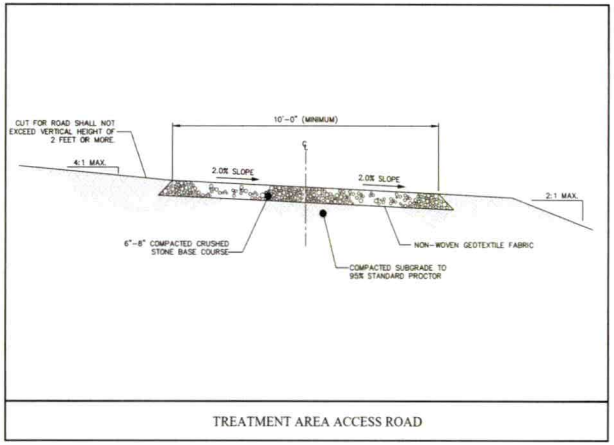
Date: 9/27/22
Scale: 1"=60' 1"=6'
Drawn: DMD
Checked: DLM
Project: 2022-04-01
Job: 2022-04-01
Sheet: U-3
B 6/12/23
A 4 Sheets

Lot Number	Offsite Lot Number	Pipe Material	Pipe O.D. (in.)	Pipe I.D. (in.)	Pipe Length (LF)	System Flow (GPM)*	Velocities (Ft./Sec.)	Friction Head (Ft.)	Force Main High Point Elev.**	Force Main Low Point Elev.**	Added Elev. To Manifold**	Static Head (Ft.)	Opn. Head (Ft.)	Total Dynamic Head (Ft.)	Pump Key#***
1	100-A	SCH 40 PVC	2 in.	2.067	1,241.00	28.44	2.72	24.03	873.00	873.00	3.00	10.00	2.00	41.26	Sloulin 3885 Model WS10L2H
2	1-A	SCH 40 PVC	2 in.	2.067	1,275.00	28.44	2.72	24.83	877.00	873.00	3.00	10.00	2.00	44.02	Sloulin 3885 Model WS10L2H
3	2-A	SCH 40 PVC	2 in.	2.067	1,345.00	28.44	2.72	25.72	872.00	873.00	3.00	10.00	2.00	45.94	Sloulin 3885 Model WS10L2H
4	3-A	SCH 40 PVC	2 in.	2.067	1,340.00	28.44	2.72	25.91	881.00	873.00	3.00	10.00	2.00	46.12	Sloulin 3885 Model WS10L2H
5	4-A	SCH 40 PVC	2 in.	2.067	1,300.00	28.44	2.72	25.13	881.00	873.00	3.00	10.00	2.00	45.34	Sloulin 3885 Model WS10L2H
6	5-A	SCH 40 PVC	2 in.	2.067	1,325.00	28.44	2.72	25.62	881.00	873.00	3.00	10.00	2.00	45.83	Sloulin 3885 Model WS10L2H
7	6-A	SCH 40 PVC	2 in.	2.067	1,370.00	28.44	2.72	26.49	881.00	873.00	3.00	16.00	2.00	47.80	Sloulin 3885 Model WS10L2H
8	7-A	SCH 40 PVC	2 in.	2.067	1,230.00	28.44	2.72	23.78	881.00	873.00	-	16.00	2.00	44.09	Sloulin 3885 Model WS10L2H
9	8-A	SCH 40 PVC	2 in.	2.067	1,155.00	28.44	2.72	22.32	881.00	873.00	-	16.00	2.00	43.14	Sloulin 3885 Model WS10L2H
10	9-A	SCH 40 PVC	2 in.	2.067	955.00	28.44	2.72	18.46	881.00	873.00	-	16.00	2.00	39.28	Sloulin 3885 Model WS10L2H
11	10-A	SCH 40 PVC	2 in.	2.067	840.00	28.44	2.72	16.24	881.00	873.00	-	16.00	2.00	38.05	Sloulin 3885 Model WS10L2H
12	11-A	SCH 40 PVC	2 in.	2.067	665.00	28.44	2.72	12.86	877.00	873.00	-	11.00	2.00	25.23	Sloulin 3885 Model WS10L2H
13	12-A	SCH 40 PVC	2 in.	2.067	395.00	28.44	2.72	7.64	880.00	873.00	-	11.00	2.00	21.20	Sloulin 3885 Model WS10L2H
14	13-A	SCH 40 PVC	2 in.	2.067	1,405.00	28.44	2.72	27.16	866.00	864.00	-	23.00	2.00	44.16	Sloulin 3885 Model WS10L2H
15	14-A	SCH 40 PVC	2 in.	2.067	1,695.00	28.44	2.72	32.67	865.00	864.00	-	23.00	2.00	53.27	Sloulin 3885 Model WS10L2H
16	15-A	SCH 40 PVC	2 in.	2.067	1,765.00	28.44	2.72	34.12	865.00	864.00	-	29.00	2.00	65.01	Sloulin 3885 Model WS10L2H
17	16-A	SCH 40 PVC	2 in.	2.067	1,640.00	28.44	2.72	29.51	870.00	862.00	1.00	23.00	2.00	62.81	Sloulin 3885 Model WS10L2H
18	17-A	SCH 40 PVC	2 in.	2.067	1,355.00	28.44	2.72	26.20	870.00	862.00	1.00	23.00	2.00	48.80	Sloulin 3885 Model WS10L2H
19	18-A	SCH 40 PVC	2 in.	2.067	1,695.00	28.44	2.72	30.83	870.00	863.00	1.00	23.00	2.00	56.55	Sloulin 3885 Model WS10L2H
20	19-A	SCH 40 PVC	2 in.	2.067	1,780.00	28.44	2.72	34.03	870.00	863.00	1.00	16.00	2.00	53.45	Sloulin 3885 Model WS10L2H
21	20-A	SCH 40 PVC	2 in.	2.067	1,890.00	28.44	2.72	36.54	870.00	862.00	1.00	11.50	2.00	53.05	Sloulin 3885 Model WS10L2H
22	21-A	SCH 40 PVC	2 in.	2.067	1,810.00	28.44	2.72	35.72	870.00	861.00	-	23.00	2.00	62.72	Sloulin 3885 Model WS10L2H
23	22-A	SCH 40 PVC	2 in.	2.067	1,580.00	28.44	2.72	30.05	862.00	859.00	6.00	15.00	2.00	56.05	Sloulin 3885 Model WS10L2H
24	23-A	SCH 40 PVC	2 in.	2.067	1,661.00	28.44	2.72	32.19	861.00	859.00	6.00	9.00	2.00	61.87	Sloulin 3885 Model WS10L2H
25	24-A	SCH 40 PVC	2 in.	2.067	1,810.00	28.44	2.72	34.09	862.00	859.00	-	9.00	2.00	45.38	Sloulin 3885 Model WS10L2H
26	25-A	SCH 40 PVC	2 in.	2.067	1,750.00	28.44	2.72	32.87	861.00	859.00	-	9.00	2.00	43.86	Sloulin 3885 Model WS10L2H

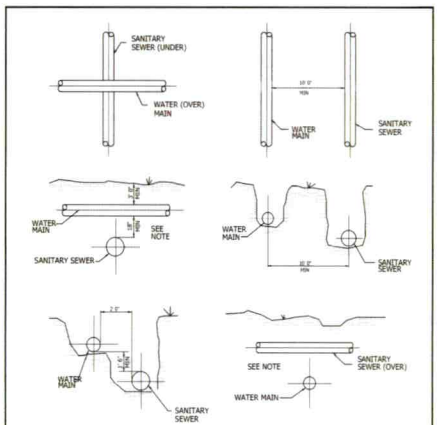
*Based on Pressure Manifold with (6) 1/2-inch SCH 40 Taps. Subject to changes based on system type at time of ATC

** If field elevations differ from shown, contact Engineer for further evaluation.

***Or Approved Equal

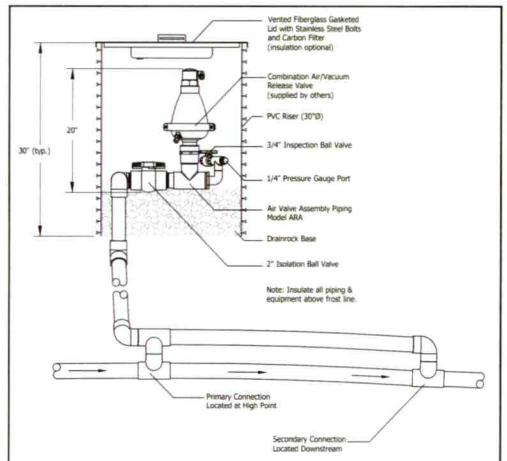


TREATMENT AREA ACCESS ROAD

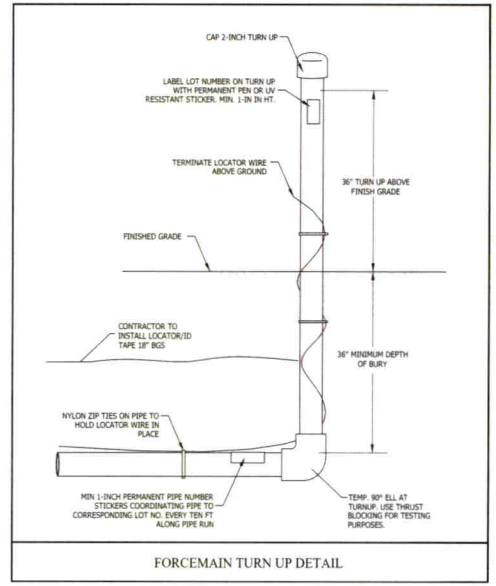


NOTE:
WHEN THE WATER MAIN IS ABOVE THE SANITARY SEWER, BUT WITH LESS THAN 18" CLEARANCE, OR WHEN THE SANITARY SEWER IS ABOVE THE WATER MAIN, BOTH THE WATER MAIN AND THE SANITARY SEWER LINE SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE WITH JOINTS EQUIVALENT TO WATER MAIN STANDARDS FOR A MINIMUM LATERAL DISTANCE, MEASURED AT RIGHT ANGLES TO THE SEWER, OF 10 FEET ON EACH SIDE OF THE CROSSING.

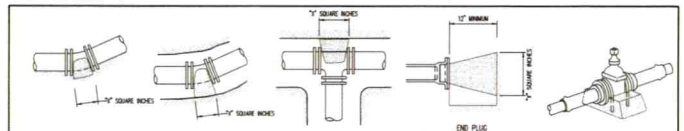
RELATION OF SEWER MAINS TO SANITARY STORM DRAIN AND WATERLINES



AIR VALVE ASSEMBLY - COMBO. AIR/VACUUM RELEASE DETAIL



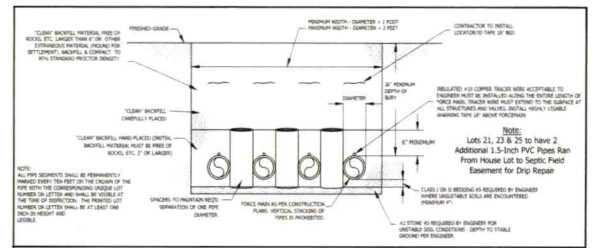
FORCEMAIN TURN UP DETAIL



SIZE OF THRUST BLOCK IN SQUARE INCHES						
TYPE OF SOIL	LOW (90+) BEND OR DEAD END		LOW (45°) BEND		LOW (22½°) BEND		TEE & END PLUG		IN LINE VALVE
	4"	6"	4"	6"	4"	6"	4"	6"	
LOOSE SAND & GRAVEL, SOFT CLAY	30		60		100		70		COORDINATE WITH ENGINEER
COMPACTED SAND & GRAVEL, MEDIUM CLAY, STIFF CLAY	20		30		50		40		
VERY DENSE SAND & GRAVEL, HARD CLAY	10		20		40		30		

NOTES:
1. BLOCKS DESIGNED FOR 100 P.S.I. PRESSURE, FOR HIGHER PRESSURES CONTACT ENGINEER.
2. VERTICAL BENDS DOWNWARDS (T AND VALVES) SHALL BE MECHANICALLY RESTRAINED USING FLANGED OR RESTRAINED JOINTS.
3. CONCRETE FOR THRUST BLOCKS TO BE 3750 P.S.I. LAID TO UNDISTURBED BEARING WALL OF THE TRENCH IN THE PLANE OF A MAJOR AXIS THE MAX END AGAINST THE TRENCH WALL.
4. THRUST BLOCKING IS REQUIRED FOR ALL FORCE MAIN LOCATIONS WHERE THE MAIN CHANGES DIRECTION BY 11.25° OR MORE.

FORCEMAIN THRUST BLOCKING DETAIL



FORCEMAIN TRENCH DETAIL

Location:

PUBLICATION OR REUSE OF THESE DRAWINGS OR ANY DETAILS WITHIN MUST BE WITH THE WRITTEN CONSENT OF PIEDMONT DESIGN ASSOCIATES, P.A.

Owner: _____ Approved: _____ Date of Issue: _____

PIEDMONT DESIGN ASSOCIATES
Piedmont Design Associates, P.A.
Suite 101 Westfield Center, 125 East Plaza Drive
Mooresville, NC 28115
Phone:(704) 664-7888 Fax:(704) 664-1776 www.pdapa.com
NCBELS Licence # C-1007

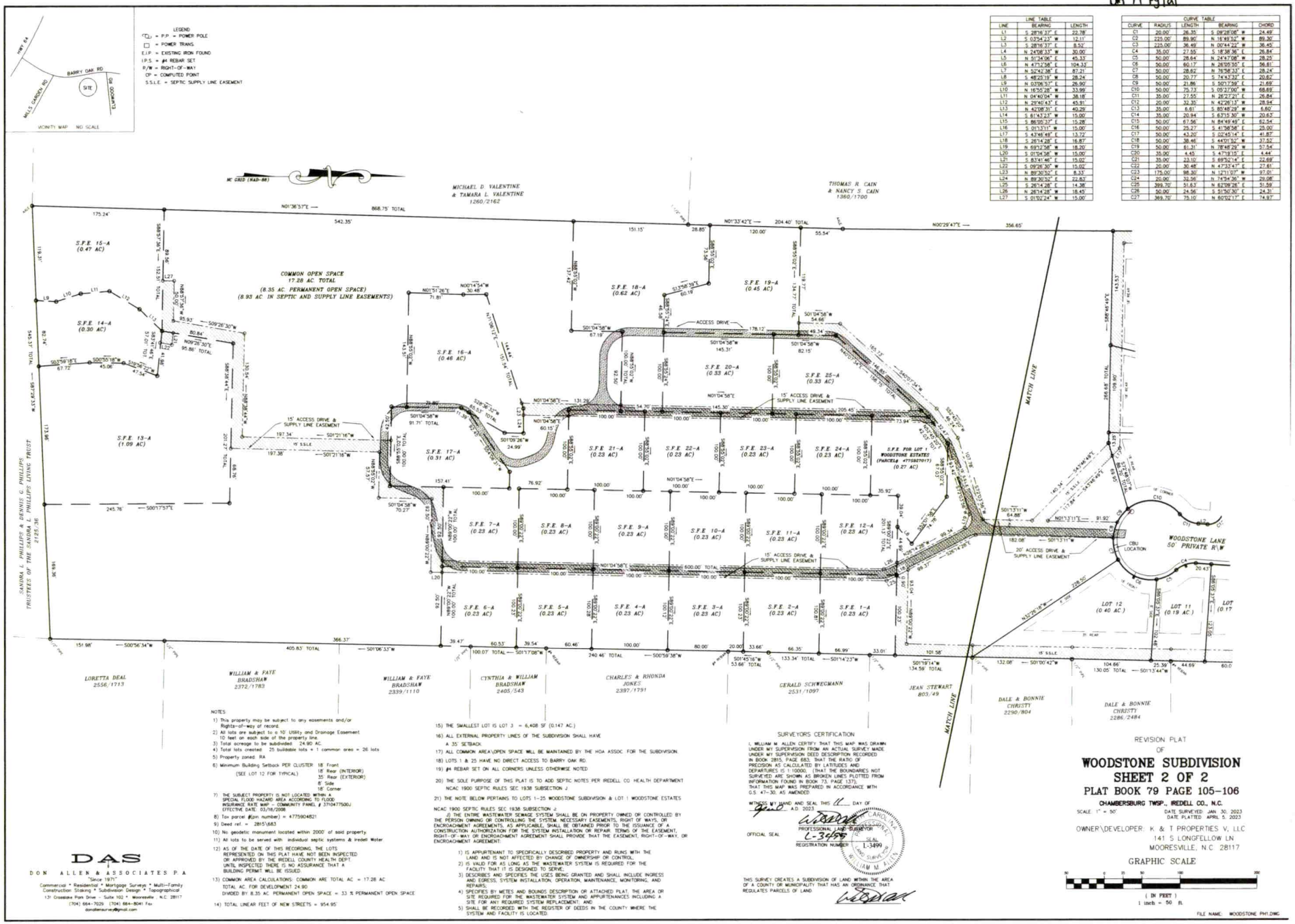
PREPARED FOR:
PECONIC BAY HOMES, INC.
127 BLUFF MEADOW LANE
MOORESVILLE, NC 28115
704-235-8489

OFFSITE SEPTIC SUPPLY FORCE MAINS DETAILS
BARRY OAK SUBDIVISION
SWQ OF BARRY OAK RD & ELMWOOD RD
IREDELL Co., NORTH CAROLINA

REVISIONS	BY
REV. PER COMMENTS BY CLIENT & ICHD (5/25/23)	DMD
REV. PER COMMENTS BY CLIENT & ICHD (6/12/23)	DMD

Date: 9/27/22
Scale: AS SHOWN
Drawn: DMD
Checked: DLM
Project: 2022-04-01
Job: 2022-04-01
Sheet: U-4
6/12/23
Sheets

BK 79 PG 101



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 28°16'37" E	22.78'
L2	S 03°54'23" W	12.11'
L3	S 28°16'37" E	8.52'
L4	N 24°08'33" W	30.00'
L5	N 51°34'06" E	45.33'
L6	N 47°12'58" E	104.33'
L7	N 50°42'38" E	87.21'
L8	S 48°25'19" W	28.24'
L9	N 03°06'57" E	26.90'
L10	N 16°55'28" W	33.99'
L11	N 04°40'04" W	38.18'
L12	N 29°40'43" E	45.91'
L13	N 42°08'31" E	40.29'
L14	S 61°43'23" W	15.00'
L15	S 86°05'37" E	15.28'
L16	S 01°13'11" W	15.00'
L17	S 43°46'49" E	13.72'
L18	S 26°14'28" E	16.87'
L19	N 69°12'58" W	18.20'
L20	S 01°04'58" W	15.00'
L21	S 83°41'46" E	15.02'
L22	S 09°26'30" W	15.02'
L23	N 89°30'52" E	8.33'
L24	N 89°30'52" E	22.83'
L25	S 26°14'28" E	14.38'
L26	N 26°14'28" W	18.45'
L27	S 01°02'24" W	15.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	20.00'	26.35'	S 09°28'08" W	24.49'
C2	225.00'	89.80'	N 16°49'34" W	89.30'
C3	225.00'	36.49'	N 00°44'22" W	36.45'
C4	35.00'	27.55'	S 18°38'36" E	26.84'
C5	50.00'	28.64'	N 24°47'08" W	28.25'
C6	50.00'	60.17'	N 26°05'35" E	56.81'
C7	50.00'	28.62'	N 76°58'33" E	28.24'
C8	50.00'	20.77'	S 74°43'39" E	20.62'
C9	50.00'	21.86'	S 50°17'39" E	21.69'
C10	50.00'	75.73'	S 05°27'00" W	68.69'
C11	35.00'	27.55'	N 26°27'21" E	26.84'
C12	20.00'	32.35'	N 42°26'13" W	28.94'
C13	35.00'	8.61'	S 85°48'29" W	8.60'
C14	35.00'	20.84'	S 63°13'30" W	20.63'
C15	50.00'	67.56'	N 84°49'49" E	62.54'
C16	50.00'	25.27'	S 41°58'58" E	25.00'
C17	50.00'	43.20'	S 02°45'14" E	41.87'
C18	50.00'	38.46'	S 44°01'52" W	37.52'
C19	50.00'	61.31'	N 78°48'29" W	57.54'
C20	35.00'	4.45'	S 47°18'15" E	4.44'
C21	35.00'	23.10'	S 69°52'14" E	22.69'
C22	20.00'	30.48'	N 47°32'47" E	27.61'
C23	175.00'	98.30'	N 12°13'07" W	97.01'
C24	20.00'	32.56'	N 74°54'36" W	29.08'
C25	389.70'	51.63'	N 62°09'28" E	51.59'
C26	50.00'	24.56'	S 51°50'30" E	24.31'
C27	389.70'	75.10'	N 60°02'17" E	74.97'

NOTES:
1) This property may be subject to any easements and/or Rights-of-way of record.
2) All lots are subject to a 10' Utility and Drainage Easement 10 feet on each side of the property line.
3) Total acreage to be subdivided: 24.80 AC.
4) Total lots created: 25 buildable lots + 1 common area = 26 lots
5) Property zoned: RA
6) Minimum Building Setback PER CLUSTER: 18' Front; 18' Rear (INTERIOR); 35' Rear (EXTERIOR); 8' Side; 18' Corner (SEE LOT 12 FOR TYPICAL)
7) THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAP – COMMUNITY PANEL # 3710477500J EFFECTIVE DATE: 03/18/2008
8) Tax parcel (pin number) = 4775904821
9) Deed ref. = 2815\683
10) No geodetic monument located within 2000' of said property.
11) All lots to be served with individual septic systems & Iredell Water
12) AS OF THE DATE OF THIS RECORDING, THE LOTS REPRESENTED ON THIS PLAT HAVE NOT BEEN INSPECTED OR APPROVED BY THE IREDELL COUNTY HEALTH DEPT. UNTIL INSPECTED THERE IS NO ASSURANCE THAT A BUILDING PERMIT WILL BE ISSUED.
13) COMMON AREA CALCULATIONS: COMMON ARE TOTAL AC. = 17.28 AC. TOTAL AC. FOR DEVELOPMENT 24.80 DIVIDED BY 8.35 AC. PERMANENT OPEN SPACE = 33 % PERMANENT OPEN SPACE
14) TOTAL LINEAR FEET OF NEW STREETS = 954.95'
15) THE SMALLEST LOT IS LOT 3 = 6,408 SF (0.147 AC.)
16) ALL EXTERNAL PROPERTY LINES OF THE SUBDIVISION SHALL HAVE A 35' SETBACK.
17) ALL COMMON AREA\OPEN SPACE WILL BE MAINTAINED BY THE HOA ASSOC. FOR THE SUBDIVISION.
18) LOTS 1 & 25 HAVE NO DIRECT ACCESS TO BARRY OAK RD.
19) #4 REBAR SET ON ALL CORNERS UNLESS OTHERWISE NOTED
20) THE SOLE PURPOSE OF THIS PLAT IS TO ADD SEPTIC NOTES PER IREDELL CO. HEALTH DEPARTMENT NCAC 1900 SEPTIC RULES SEC 1938 SUBSECTION J
21) THE NOTE BELOW PERTAINS TO LOTS 1-25 WOODSTONE SUBDIVISION & LOT 1 WOODSTONE ESTATES

NCAC 1900 SEPTIC RULES SEC 1938 SUBSECTION J:
J) THE ENTIRE WASTEWATER SEWAGE SYSTEM SHALL BE ON PROPERTY OWNED OR CONTROLLED BY THE PERSON OWNING OR CONTROLLING THE SYSTEM. NECESSARY EASEMENTS, RIGHT OF WAYS, OR ENCROACHMENT AGREEMENTS, AS APPLICABLE, SHALL BE OBTAINED PRIOR TO THE ISSUANCE OF A CONSTRUCTION AUTHORIZATION FOR THE SYSTEM. INSTALLATION OR REPAIR. TERMS OF THE EASEMENT, RIGHT-OF-WAY, OR ENCROACHMENT AGREEMENT SHALL PROVIDE THAT THE EASEMENT, RIGHT-OF-WAY, OR ENCROACHMENT AGREEMENT:

1) IS APPURTENANT TO SPECIFICALLY DESCRIBED PROPERTY AND RUNS WITH THE LAND AND IS NOT AFFECTED BY CHANGE OF OWNERSHIP OR CONTROL;
2) IS VALID FOR AS LONG AS THE WASTEWATER SYSTEM IS REQUIRED FOR THE FACILITY THAT IT IS DESIGNED TO SERVE;
3) DESCRIBES AND SPECIFIES THE USES BEING GRANTED AND SHALL INCLUDE INGRESS AND EGRESS, SYSTEM INSTALLATION, OPERATION, MAINTENANCE, MONITORING, AND REPAIRS;
4) SPECIFIES BY METES AND BOUNDS DESCRIPTION OR ATTACHED PLAT, THE AREA OR SITE REQUIRED FOR THE WASTEWATER SYSTEM AND APPURTENANCES INCLUDING A SITE FOR ANY REQUIRED SYSTEM REPLACEMENT; AND
5) SHALL BE RECORDED WITH THE REGISTER OF DEEDS IN THE COUNTY WHERE THE SYSTEM AND FACILITY IS LOCATED.

SURVEYORS CERTIFICATION

I, WILLIAM M. ALLEN CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION DEED DESCRIPTION RECORDED IN BOOK 2815, PAGE 683, THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10000, (THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK 73, PAGE 137), THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

WITNESS MY HAND AND SEAL THIS 11 DAY OF June A.D. 2023

OFFICIAL SEAL

PROFESSIONAL LAND SURVEYOR
L-3499
SEAL
REGISTRATION NUMBER

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

REVISION PLAT OF
WOODSTONE SUBDIVISION SHEET 2 OF 2
PLAT BOOK 79 PAGE 105-106

CHAMBERSBURG TWSP., IREDELL CO., N.C.
SCALE: 1" = 50'
DATE SURVEYED: JAN. 30, 2023
DATE PLATTED: APRIL 5, 2023

OWNER\DEVELOPER: K & T PROPERTIES V, LLC
141 S LONGFELLOW LN
MOORESVILLE, N.C. 28117

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

DAS
DON ALLEN & ASSOCIATES P.A
"Since 1977"
Commercial * Residential * Mortgage Surveys * Multi-Family
Construction Staking * Subdivision Design * Topographical
131 Crossbeam Park Drive – Suite 102 * Mooresville, N.C. 28117
(704) 664-7029 (704) 664-8041 Fax
donallensurvey@gmail.com

FILE NAME: WOODSTONE PH1.DWG

SOSID: 2674551
Date Filed: 7/25/2023 7:23:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C2023 205 01889

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION
NONPROFIT CORPORATION

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

1. The name of the nonprofit corporation is: Woodstone Estates Homeowners Association, Inc.

2. [✔] (Check only if applicable.) The corporation is a charitable or religious corporation as defined in NCGS §55A-1-40(4).

3. The name of the initial registered agent is: Katheryn Tennille Klink

4. The street address and county of the initial registered agent's office of the corporation is:

   Number and Street: 141 Longfellow Ln

   City: Mooresville State: NC Zip Code: 28117 County: Iredell

   The mailing address ***if different from the street address*** of the initial registered agent's office is:

   Number and Street or PO Box: PO Box 5092

   City: Mooresville State: NC Zip Code: 28117-5092 County: Iredell

5. The name and address of each incorporator is as follows:

Name	Address
Michael P. Goudreault	149 Welton Way Mooresville NC, 28117-9163 United States

6. (Check either "a" or "b" below.)

   a. [ ] The corporation will have members.

   b. [✔] The corporation will not have members.

7. [✔] Attached are provisions regarding the distribution of the corporation's assets upon its dissolution.

8. [✔] Attached are provisions regarding the limitation of activities of the corporation.

9. Any other provisions which the corporation elects to include are attached.

10. The street address and county of the principal office of the corporation is:

Principal Office Telephone Number: (704) 235-8443

Number and Street: 141 Longfellow Ln

City: Mooresville State: NC Zip Code: 28117-7116 County: Iredell

The mailing address ***if different from the street address*** of the principal office is:

Number and Street or PO Box: PO Box 5092

City: Mooresville State: NC Zip Code: 28117-5092 County: Iredell

11. Principal Office Email Address: Privacy Redaction

12. **(Optional):** Listing of Officers (See instructions for why this is important)

Name	Address	Title

13. **(Optional):** Please provide a business e-mail address: Privacy Redaction.
The Secretary of State's Office will e-mail the business automatically at the address provided at no charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.

14. These articles will be effective upon filing, unless a future time and/or date is specified: _____

This is the 24th day of July ,2023.

_____
Incorporator Business Entity Name

Michael P. Goudreault
Signature of Incorporator

Michael P. Goudreault Incorporator
Type or print Incorporator's name and title, if any

NOTES:
1. Filing fee is $60. This document must be filed with the Secretary of State.

Purpose of Corporation
The corporation is organized for the following purpose(s): (check all that apply):

- ☐ Religious
- ☑ Charitable
- ☐ Educational
- ☐ Testing for public safety
- ☐ Scientific
- ☐ Literary
- ☐ Fostering national or international amateur sports competitions, and/or
- ☐ Prevention of cruelty to children or animals.

The Dissolution Clause

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

The Limitation of Activities Clause

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

PIEDMONT DESIGN ASSOCIATES, P.A.
125 East Plaza Drive | Suite #101
Mooresville, NC 28115
Phone: 704-664-7888 | Fax: 704-664-1778
Email: dmunday@pdapa.com

Engineering
Surveying
Planning

July 31, 2023

Iredell County Environmental Health Department
318 Turnersburg Highway
Statesville, NC 28625
Attn: Mr. Ben Botkins, REHS

RE: Offsite Effluent Force Mains serving Lots 1-12 Woodstone Subdivision & Lot 1 Woodstone Estates Subdivision
Barry Oak Road & Elmwood Road
Statesville, Iredell County, North Carolina

Dear Mr. Botkins:

ENGINEERS CERTIFICATION

I, **Donald L. Munday**, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe periodically the testing of the referenced project, (13) 2-Inch PVC Offsite Septic System Supply Lines to serve Lots 1-12 in Woodstone Subdivision & Lot 1 Woodstone Estates Subdivision, located at corner of Barry Oak Road and Elmwood Road in Statesville, Iredell County, North Carolina, hereby state that, to the best of my abilities, due care and diligence was used in the observation of the testing such that the construction was observed to be built within substantial compliance and intent of the approved plans and specifications.

Please note that this certification is NOT for the actual system but for the supply lines from the individual residences to the offsite easements area only.

Sincerely,

PIEDMONT DESIGN ASSOCIATES, P.A.

Donald L. Munday, P.E.
N.C. Registration No. 17327



07/31/2023

cc. Kevin Klink & Pete DeNicola, Owners

Engineers and Soil Scientists

Agri-Waste Technology, Inc.
501 N Salem Street, Suite 203, Apex, NC 27502
agriwaste.com | 919.859.0669

SEPTIC SYSTEM
AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES
July 31, 2023

Client:	Wood Stone Estates Homeowners Association; K&T Properties V, LLC
Client Address:	PO Box 5092 Mooresville NC 28117-5092
Client Email:	kevinklinknc@gmail.com; tennilleklink@hotmail.com
Client Phone:	704-956-1133
System Location:	103, 107, 109, 113, 115, 119, 121, 125, 127, 131, 133, 137 Woodstone Lane; 103, 105, 107, 110, 108, 106, 104, 102 Morten Court; 104, 108, 114, 116, 120 Woodstone Lane; 104 Elmwood Road Statesville NC 28625

LIST OF ATTACHMENTS

Addendum	Septic Inspection and Maintenance Agreement
Attachment A	Scope of Services

This Agreement for Professional Environmental Services ("Agreement") made and entered into on July 31, 2023 by and between Wood Stone Estates Homeowners Association; K&T Properties V, LLC (hereinafter referred to as "Client") located at PO Box 5092 Mooresville NC 28117-5092, email kevinklinknc@gmail.com; tennilleklink@hotmail.com phone 704-956-1133 and AGRI-WASTE TECHNOLOGY, INC., a North Carolina corporation, having its principal place of business located at 501 N. Salem Street, Suite 203, Apex, NC 27502, (919) 859-0669 (hereinafter referred to as "AWT").

RECITALS:
WHEREAS, Client is desirous of entering into an agreement with AWT and AWT is desirous of entering into an agreement with Client to perform professional environmental services ("Services") for a property or facility ("Site"), upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, AWT is engaged in the business of providing such professional environmental services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for such other good and valuable consideration, the receipt and adequacy of which are hereby admitted and acknowledged, the parties hereto agree as follows:

1 Professional Services

AWT shall perform the Services specified in Attachment A according to the terms and conditions of the Addendum (Septic Inspection and Maintenance Agreement). The cost of services is based upon the Schedule of Fees, available upon request. Attachment A and the Addendum are incorporated herein.

2 Safety

With respect to the performance of the Services, AWT shall take safety precautions required by federal, state and local laws, rules, regulations, statutes or ordinances. AWT shall abide by Client's safety rules to the extent that Client informs AWT of such rules. If Client conducts activities at the Site at any time scheduled by AWT to undertake Services at the Site, AWT shall not be responsible for Site safety, and shall have neither the right nor the obligation to direct or stop the work of Client's contractors, agents, or employees.

3 Project Site

3.1 AWT will take reasonable precautions at the Site to minimize damage to the Site from the Services performed by AWT. Client recognizes that the performance of the Services may cause alteration or damage to the Site, and that such alteration or damage is inherent to the performance of the Services. Absent negligence for which AWT, it's agents or subcontractors is solely responsible, or an intentional act by AWT, it's agents or subcontractors beyond the scope of the Services, Client waives any right to seek reimbursement from AWT or otherwise to hold, or seek to hold, AWT liable or responsible for any such exclusive property of AWT.

3.2 If Client does not own the Site, Client agrees to notify the owner and any operators of the Site of the aforementioned possibility of unavoidable alteration and damage.

3.3 Client agrees to disclose the identity of all utilities serving the Site and the presence and accurate location of hidden or obscure man-made objects relative to field tests or boring locations of which it knows or has reason to

3.4 AWT will not be liable for damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.) arising from the performance of AWT's services when the existence of such subterranean structures are known or reasonably should be known by Client and are not called to AWT's attention by Client, or when the location of such subterranean structures is incorrectly shown or described in the information furnished to AWT.

4 Independent Contractor

4.1 The parties acknowledge that nothing contained in this Agreement shall create an employer-employee, joint venture, agency, or other relationship between AWT and Client. The parties acknowledge that AWT is acting as an "independent contractor."

4.2 Neither party's employees or agents are authorized to represent the other party or to make commitments in any form whatsoever on behalf of the other party unless expressly authorized by this Agreement or in a separate writing signed by the other party.

4.3 That AWT will perform the Services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or similar locality as the Project.

5 Indemnification

5.1 Client agrees to indemnify and hold harmless AWT against all claims, suits, losses, and liabilities on account of injuries to, or death of persons (including employees of either party), or damage to property, in connection with or as a result of the performance of the Services undertaken pursuant to this Agreement except when such injuries, death, or property damage were the result of the sole negligence of AWT, or intentional act of AWT beyond the scope of the Services.

5.2 Client agrees to indemnify and hold harmless AWT from all claims, suits, losses, and property liability resulting from unusual subsurface conditions and from damage to subsurface structures owned by Client or third parties which occurs in the performance of the Services, whose nature,

presence or locations were not revealed to AWT, and to reimburse AWT for expenses in connection with any such claims or suits, including attorney's fees. Unusual subsurface conditions, for the purpose of this paragraph, shall be determined to be subsurface conditions other than those which professional competent consultants using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same locality as the project, and relying on information provided by Client or available to the public through literature or record searches, and on its own specialized training and expertise, would reasonably expect to be present.

5.3 Absent negligence for which AWT, its agent or subcontractors is solely responsible, or an intentional act by AWT, its agents or subcontractors beyond the scope of the Services, Client agrees to indemnify, defend and hold harmless AWT against any claims by the owner or persons having possession of the Site other than Client which are related to alteration or damage at the Site due to the performance of the Services.

6 Insurance

AWT shall maintain at its own expense the following insurance subject to normal industry exclusions: (1) Workmen's Compensation Insurance for statutory obligations imposed by workman's compensation or occupational disease laws; (2) Employer's General Liability Insurance; (3) Comprehensive Automobile Liability Insurance; (4) Professional Liability Insurance; (5) Pollution Liability Insurance. Certificates can be issued upon request identifying details and limits of coverage. Client agrees that liability on behalf of AWT shall be limited and shall not exceed the contracted value of services as specified in Attachment A.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

AGRI-WASTE TECHNOLOGY, INC., a North Carolina Corporation:

Wood Stone Estates Homeowners Association; K&T Properties V, LLC
Title: Client

Jeff Vaughan

Title: President July 31, 2023

ADDENDUM

SEPTIC INSPECTION AND MAINTENANCE AGREEMENT

Client: Wood Stone Estates Homeowners Association;
K&T Properties V, LLC

July 31, 2023

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

This Agreement is made and entered into by and between "Client" and AGRI-WASTE TECHNOLOGY, INC., (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the Client owns or controls the property upon which a ground absorption sewage treatment system (hereinafter "system") is installed, such system being designated a Type III system under the Rules for Sanitary Sewage Collection, Treatment and Disposal found at 15A N.C. Admin. Code 18A.1900 et seq.; and

WHEREAS, 15A N.C. Admin. Code 18A.1961 requires a contract to be executed between the system owner and a management entity prior to the issuance of an Operation Permit for said system; and

WHEREAS, the Contractor is a management entity of a type authorized by 15A N.C. Admin. Code 18A.1961 to manage a Type III system.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promises contained in this Agreement, it is hereby agreed by and between the Client and the Contractor as stipulated in the Scope of Services (Attachment A) and below.

1. Term: This Agreement shall remain in effect until terminated.
   A. Automatic Termination
      This agreement shall automatically terminate if the Operation Permit for the system is revoked and all appeals of the revocation are exhausted or time for taking an appeal has passed.
   B. Termination by Mutual Consent
      The Parties may mutually agree to terminate this Agreement by giving written notice of termination by mutual consent to the Local Health Department thirty (30) days in advance of the date of termination.
   C. Termination by the Client
      The Client may terminate this Agreement by giving notice to the Contractor and to the Local Health Department thirty (30) days in advance of the date of termination.
   D. Termination by the Contractor
      (1) The Contractor may terminate this Agreement for Cause by giving written notice of intent to terminate this Agreement to the Client and to the Local Health Department thirty (30) days in advance of the date of termination.
      Cause shall be defined as:
         a. Failure to remit payment for any bill for Services performed under and in accordance with this Agreement if said bill is not paid within ten (10) days of receipt by the Owner of the bill. If said bill is paid after notice of termination of this Agreement, the Agreement shall continue in effect; or
         b. Failure of the Client to provide the Contractor authorization to complete needed repairs or

satisfactory evidence that needed repairs to the system were completed by another entity within 30 days of receipt of notice of needed repairs or evidence of completion of said repairs is provided after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in effect;

c. Failure of the Client to allow the Contractor such access to the system as is reasonably necessary in order for the Contractor to comply with the terms of this Agreement.

(2) The Contractor may not terminate this Agreement without cause but may assign its rights and duties under this Agreement as provided by paragraph 2, below.

2. Assignment

A. Assignment by the Client. The Client shall notify the Contractor of the name and address of any purchaser of the property on which the system is located. The Client shall also notify any purchaser of the property on which the system is located of the existence of this Agreement and shall assign all rights and duties under this Agreement to said purchaser.

B. Assignment by the Contractor. The Contractor may assign its rights and duties under this Agreement to another management entity which is qualified pursuant to 15A N.C. Admin. Code 18A.1961 to manage a Type III system upon thirty (30) days written notice to the Client and to the Local Health Department.

3. Use of Subcontractors

The Contractor may subcontract with such manufacturers, suppliers and contractors as it deems desirable to perform any of the Contractor's duties under this Agreement. The Contractor shall at all times remain responsible for the performance of and payment for all work performed by all subcontractors.

4. Representations

The Parties represent to each other that each has the power, authority and legal right to enter into and perform it's obligations as set forth in this Agreement.

5. Regulatory Amendments

References in this Agreement to sections of the Administrative Code shall include such rules as they may be amended in the future.

6. No Implied Waiver

The waiver by either Party of the default or a breach by the other Party of any provision of this Agreement shall not operate or be construed to operate as a waiver of any subsequent default or breach. The failure at any time of either Party to enforce any provision of this Agreement (A) shall not be construed to be a waiver of such provisions, or of any other provision; and (B) shall not in any way, affect the validity of this Agreement, or any part of this Agreement, or the right of either Party thereafter to enforce each and every provision of this Agreement.

7. Notice

Every notice required under this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid to the Party to be notified and addressed as follows:

To the Client:
Wood Stone Estates Homeowners Association;
K&T Properties V, LLC
PO Box 5092 Mooresville NC 28117-5092

To the Contractor:
Agri-Waste Technology, Inc.

501 N. Salem Street, Suite 203
Apex, NC 27502

To the Local Health Department:
Iredell Country Health Department
PO Box 788
Statesville, NC 28687

The date of any Notice shall be the date of personal delivery or the date shown on the return receipt as the date of delivery or attempted deliver, as the case may be. Changes in the respective address to which notice may be made from time to time by either Party shall be given by notice to the other party.

8. Place of Agreement

This Agreement and any questions concerning its validity, construction, or performance shall be governed by the laws of the State of North Carolina, notwithstanding the place of executions, or the order in which the signatures of the Parties are affixed.

9. Entire Agreement and Amendment

This Agreement supersedes all prior negotiations, agreements and understandings between the Parties with respect to the subject matter hereof and constitutes the entire Agreement between the Parties with respect to the subject matter hereof. To be effective, any amendment or modification to this Agreement must be in writing and must be signed by the Parties.

10. Severability

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected in this Agreement, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such actions, remain in full force and effect.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Wood Stone Estates Homeowners Association; K&T Properties V, LLC

07/31/23
DATE

Jeff Vaughan, Certified Subsurface System Operator
Certification #24312

July 31, 2023
DATE

ATTACHMENT A

This attachment outlines the specific tasks to be performed by Agri-Waste Technology, Inc. during the term and under the conditions specified in that certain Agreement for Professional Services with:

CLIENT Wood Stone Estates Homeowners Association; K&T Properties V, LLC DATED July 31, 2023

1. AWT shall perform the following services on the Client's system located at:

   103, 107, 109, 113, 115, 119, 121, 125, 127, 131, 133, 137 Woodstone Lane;
   103, 105, 107, 110, 108, 106, 104, 102 Morten Court;
   104, 108, 114, 116, 120 Woodstone Lane;
   104 Elmwood Road
   Statesville NC 28625

   A. AWT shall inspect the system at least at the frequency required in Table V(b) of 15A N.C. Admin. Code 8A.1961(b) for a Type III System.
   B. AWT shall perform the routine evaluation procedures as specified on a Subsurface Wastewater System Monitoring Report form as specified in the NCDENR Innovative System Approval and/or Modified Approval for a Drip System.
   C. AWT shall report the results of its inspections to Client at the frequency specified in Table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type III System.
   D. AWT shall notify the Owner of needed repairs which are outside the scope of routine maintenance described in subparagraph (b) above.
   E. AWT shall employ or shall contract with a certified operator(s) if required by Table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type III System.
   F. AWT shall respond to a request for a nonscheduled service or maintenance call within 48 hours after receipt of such request.

2. The Client's Obligations:

   A. The client shall pay AWT $7800 per year ($150 per inspection per system) for the semi-annual inspections. Invoices will be created based upon the systems inspected as not all systems have been installed. The client shall pay to AWT their normal and customary fees for any work performed on the system as a result of nonscheduled service or maintenance calls. All fees are due and payable within ten (10) days of billing. Payments due AWT and unpaid by the Client after thirty (30) days shall accrue interest from the due date until paid at a rate of 1 ½ percent per month.
   B. Within 30 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above, the Client shall arrange to have the needed repairs completed and shall provide to AWT evidence that the needed repairs were satisfactorily completed.
   C. The Client shall provide AWT with such access to the system as is reasonably necessary for AWT to comply with the terms of this Agreement.

Wood Stone Estates Homeowners Association; K&T Properties V, LLC

07/31/23
DATE

Jeff Vaughan, President
Agri-Waste Technology, Inc.

Proposal is good for 60 days from:
July 31, 2023
DATE

WOODSTONE & WOODSTONE ESTATES

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Indexing information per NCGS 47 F – 2 – 101:

Grantee	**Community:**	**Woodstone & Woodstone Estates**
Grantee	**Homeowners Association:**	**Woodstone Estates Homeowners Association, Inc.**
Grantor	**Declarant:**	**K&T Properties V, LLC**

Prepared by and mail to:

Michael P. Goudreault
Jones, Childers, Donaldson and Webb, PLLC
PO Box 3010
Mooresville, NC 28117

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

WOODSTONE ESTATES HOMEOWNERS ASSOCATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Prepared by and Return to:
Michael P. Goudreault
Jones, Childers, Donaldson and Webb, PLLC
PO Box 3010
Mooresville, NC 28117

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this the ___ day of July, 2023, by **K & T Properties V, LLC,** a North Carolina Limited Liability Company, the Declarant, which is seised of the fee simple estate in that real property located in Iredell County, North Carolina described in the following Article II, Section 1; and **WOODSTONE ESTATES HOMEOWNERS ASSOCIATION, INC.**, the Grantee.

WITNESSETH:

WHEREAS, THE DECLARANT DESIRES TO (1) create a restricted, structured and high-quality residential environment; (2) assure a satisfactory integration of the Subdivision into the surrounding area; (3) enhance general development within the Subdivision; (4) enhance the value, marketability, and quality of all property within the Subdivision; (5) prevent construction of inappropriate improvements; (6) provide for compliance with Applicable Laws concerning zoning, construction, safety, the public welfare and environment; (7) provide for an association of property owners within the Subdivision (which will own and maintain the Common Roadway); and (8) provide the owners of Lots with the best possible value for their investment and to protect that investment;

NOW, THEREFORE, GRANTOR hereby subjects the Property described in Article II, Section 1; below, to the easements, covenants, conditions, restrictions and liens hereinafter described and declares that all of the property below described shall be held and conveyed subject to such easements, covenants, conditions, restrictions and other terms expressed herein. Subject to the rights of the Grantor described herein, all easements, covenants, conditions and restrictions described herein shall run with the land and be binding on all future parties having or acquiring any right, title or interest in the property, or any part thereof, and shall inure to the benefit of each owner of the Property or any part thereof.

ARTICLE I
Definitions

Words or phrases defined in this Article I shall be interpreted in accordance with that defined meaning whenever those words or phrases are used in this Declaration.

(a) **Additional Property** - Any real property subjected to this Declaration in addition to that acreage (approximately) described in Article II, Section 1. The procedure for adding Additional Property is described in Article II, Section 3.

(b) **Applicable Laws** - All enforceable laws, regulations and ordinances effective in the County of Iredell, the State of North Carolina, and the United States of America including all zoning regulations as well as sign, street, tree and floodway ordinances; land use, environmental resources, and hazardous materials laws; and such other laws of all appropriate jurisdictions as may affect the Subdivision.

(c) **Association** – WOODSTONE ESTATES HOMEOWNERS ASSOCIATION, INC., a North Carolina not-for-profit corporation that was formed by Declarant by Articles of Incorporation filed on July 25, 2023. The North Carolina Secretary of State ID # for the Association is 2674551.

(d) **Board or Board of Directors** - shall mean the Board of Directors of the Association.

(e) **Bylaws** - Bylaws shall mean the Bylaws for the Association adopted by the initial Board of Directors of the Association as amended from time to time.

(f) **Common Facilities** - shall mean [i] all property specifically and expressly declared to be Common Facilities by Declarant, [ii] such property as may, from time to time, be owned in fee simple by the Association for the common use and benefit of all or some Owners, including all related fixtures, improvements, apparatus or amenities, [iii] any Private Road Dedicated for Public Use and related signage and lighting, [iv] any Monument, [v] the leasehold interest in any leased street lighting fixtures or like facilities acquired on a leased basis.

Both before and after those dates when Declarant conveys Common Facilities to the Association (if applicable), all Common Facilities shall be maintained by the Association (subject to the rights of the Declarant provided for in this Declaration) for the common use, benefit and enjoyment of the Owners, or of only certain Owners to the exclusion of other Owners as designated in this Declaration. The Declarant reserves the right, but not the obligation, to provide additional Common Facilities within the Subdivision.

The term "Common Facilities" as used in this Declaration includes all real estate that would be defined as "common elements" in the Planned Community Act at the time this Declaration is filed.

Amenities, streets, plantings, and the like which may be illustrated upon marketing materials which hypothetically project the appearance of the Subdivision at a future stage of development do not constitute the commitment of Declarant to build such amenities or dedicate them as Common Facilities.

(g) **Declarant** – K & T Properties V, LLC., a North Carolina limited liability company, or an assignee of the powers granted herein to K & T Properties V, LLC.

(h) **Declaration** - This Declaration of Covenants, Conditions and Restrictions (and any future amendments or supplements) as executed by the Declarant and Filed.

(i) **File** - Recording in the Office of the Register of Deeds for Iredell County, North Carolina.

(j) **Heated Living Area** - as applied to a residential dwelling, <u>excludes:</u>

basement areas (defined as any level in which at least one perimeter wall is below, or partially below, grade), unless such basement areas have two or more perimeter walls above surrounding grade, and such basement areas are fully heated and air-conditioned and have interiors finished to a quality equal to the above grade levels of the dwelling;
vaulted ceiling areas;

attics;
unheated porches;
attached or detached garages;
porte-cocheres;
unheated storage areas; decks;
and patios.

(l) **Improvements** - All buildings, out buildings, underground installations, roads, driveways, fences, screens, retaining walls, stairs, decks, windbreaks, plantings (excluding ground covers, grass, flower beds, non-massed shrubbery or trees, and any shrubbery with expected height at maturity of less than five feet), poles, signs, piers, docks, cuts and fills, and all other structures or landscaping hardscape of every variety and nature.

(m) **Lot** - Lot or Lots shall mean the separately numbered single-family lots depicted on the Map, but does not include any Common Facilities. All Lots referred to by number (e.g. "Lot 4") are references to the specific Lot as numbered for identification purposes on the Map.

(n) **Map** - Map shall mean (i) the plat of Woodstone Estates Filed in Plat Book 74 Page 139, Iredell County Registry (ii) the Plat of Woodstone Subdivision as recorded in Plat Book 79 at Page 105-106 as revised in Plat Book 79 at Page 120-121, Plat Book 80 at Page 37-38 and Plat Book 80 at Page 55-56 (iii) any Declarant Filed plats of other portions of the Property described in Article II, Section 1, for the purpose of subdividing those lands into lots, dedicating roadways or Common Facilities, or any other purpose; (iv) any Declarant filed plats of additional property subjected to this declaration; and (v) any revisions of such Declarant filed plats or plans.

(o) **Monument** - Monument shall mean and refer to any entrance monument, general monument, entrance sign, column, general identification or decorative monument, together with any lighting, irrigation system, landscaping and other Improvements which may be constructed as an entryway, "marker" or recurring decoration for the Subdivision. Any street identification sign, stop sign, or other general "street" or "traffic" signage installed by Declarant or the Association, which is not maintained by NCDOT or other governmental agency, is a "Monument" and shall be maintained, repaired, and replaced as necessary by the Association. At this time no Monument has been contemplated or is planned to be constructed by the Declarant or any other entity.

(p) **Mortgage** - Any deed of trust, mortgage, or other voluntary encumbrance resulting from a monetary obligation of an Owner or other party in interest, which attaches to any Lot and is perfected or Filed.

(q) **Non-attributable Construction Damages** - shall mean damages to Common Facilities or Lots when: [i] the damage was caused by the carelessness, negligence or intentional acts of multiple Owners and/or the contractors, subcontractors, or agents of multiple Owners; or [ii] the specific parties causing the damage cannot (in the reasonable judgment of the Association) be clearly determined. Non-attributable Construction Damages, by way of example include, but are not limited to, [i] concrete, debris or sediment discharged or spilled unto Private Roads Dedicated for Public Uses or public roadways by multiple construction vehicles; [ii] damage to entrances or other Common Facilities due to repeated construction vehicle traffic over the curbing or unpaved areas of such; [iii] sediment discharged from multiple Lots or construction vehicles into the storm drainage system; and [iv] damage to Monuments, Road Improvements, and like Common Facilities by undetermined parties, where the evidence indicates that the parties were contractors, subcontractors, or other agents of unidentified Owners.

(r) **NCDOT** - The North Carolina Department of Transportation, an agency of the State of North Carolina.

(s) **NCDOT Modifications** - any additional installations or modifications which: [i] are required by NCDOT to any Private Road Dedicated for Public Use, Road Improvements, or portion of a Lot or Common Facility adjacent to a portion of any Private Road Dedicated for Public Use, as a condition to NCDOT acceptance of the Private Road Dedicated for Public Use into the system of state maintained roadways; and [ii] such requirement is imposed after NCDOT has executed the "construction standards certificate on the Map showing the subject Private Road Dedicated for Public Use or otherwise given written approval that the subject Private Road Dedicated for Public Use, when originally installed, satisfied applicable NCDOT construction standards. NCDOT Modifications may occur as a result of damage to the Private Road Dedicated for Public Use after initial construction, changes in NCDOT interpretation of its standards and requirements, or other cause.

(t) **Occupant** - Any party, whether or not an Owner, who is regularly present upon a Lot pursuant to either express or implied license or right.

(u) **Outbuilding** – A detached garage, storage building, workshop, utility building, greenhouse or any similar buildings. Outbuildings must be specifically approved by the Committee. The Committee may exercise its discretion and may withhold approval of any such proposed structure which is not in keeping with the standard of construction and appearance of Woodstone Estates.

(v) **Owner** - Any person or entity other than Declarant who holds the fee simple title to any Lot individually or as a co-owner. The Declarant is not deemed an " Owner".

(w) **Period of Declarant Control** - The time period during which the Declarant holds the exclusive authority to appoint and remove members of the Board of Directors and Officers. See Article VI, Section 3.

(x) **Planned Community Act** - The North Carolina Planned Community Act, North Carolina General Statutes Chapter 47F, as amended from time to time, and any successor Statute that is enacted to amend or replace Chapter 47F.

(y) **Private Roads Dedicated for Public Use(s)** - Private Roads Dedicated for Public Use(s) shall mean any roads or streets (if any) constructed by Declarant within the Subdivision until such time as those roads or streets are accepted by a municipality or the NCDOT for public maintenance. The phrase "Private Roads Dedicated for Public Uses" shall not include any common driveways which are employed solely for the use of a limited number of lots pursuant to a driveway easement and maintenance agreement whether such agreement is set forth in this Declaration or in a separate instrument.

(z) **Road Improvements** - the roadbeds, paving, curbing, gutters, guardrails, and water, sewer and stormwater lines and facilities within the rights-of-way of the Private Road Dedicated for Public Uses plus the sidewalks, streetlights, street landscaping, and the like adjacent to the road rights- of-way.

(aa) **Rules** - such rules and regulations as the Association may adopt from time to time to ensure the safety and reasonable availability of the Common Facilities to the Owners and other authorized users. Examples of permissible Rules include, but are not limited to: hours during which a recreational Common Facility is "open" for use, speed limits on Private Road Dedicated for Public Uses, procedures for reserving use of a Common Facility and general rules for safety and preservation of the Common Facilities. Rules may change from time to time. When notice of a violation of the Rules is given to an Owner with regard to that Owner' s actions (or the actions of anyone using the Common Facilities as a guest, invitee, or agent of the Owner) each subsequent occurrence or day of non-compliance shall be deemed a separate violation or infraction.

(bb) **Property** - All that real estate described in Article II, Section 1, plus such other real estate which may be additionally made subject to this Declaration as provided in Article II, Section 3.

(cc) **Story** - shall mean a finished horizontal division of Heated Living Area in a dwelling extending from the floor of such division to the ceiling above it.

(dd) **Subdivision** - All property described in Article II, Section 1, any Additional Property added and made subject to this Declaration as provided in Article II, Section 3, and such residential lots, streets, Common Facilities, and Improvements as shall come to be constructed therein, also known as "Woodstone Estates".

(ee) **Utilities or Utility-** Those lines and services in the nature of electric, telephone, catv, water, sewer and natural gas which may be laid or distributed throughout the Subdivision. The listing of examples in the preceding sentence is not intended to be limiting or exclusive.

ARTICLE II
Property

Section 1. Description. The real property initially subjected to this Declaration is the Five (5) Lots of the Minor Subdivision of Woodstone Estates and the Twenty-Five (25) lots of the Woodstone Subdivision, which consist of all lots which are a part of Woodstone Estates Community (including Woodstone Subdivision) which border the public roads named on survey as "Elmwood Road," "Woodstone Lane," and "Morten Court" and further being a portion of the land conveyed to the Declarant by Warranty Deed from Glenda Joann Benfield Estate et.al. recorded in Book 2815 at Page 683 of the Iredell County Registry. The real property specifically subject to this Declaration shall be Lots 1-5 of Woodstone Estates Subdivision and 1-25 of Woodstone Subdivision, as well as the common roadway and other common areas as reflected thereon, as shown on those certain plats drawn by William M. Allen, Registered Land Surveyor, as recorded in Plat Book 74 at Page 139 and Plat Book 79 at Page 105-106 as revised in Plat Book 79 at Page 120-121, Plat Book 80 at Page 37-38 and Plat Book 80 at Page 55-56.

Section 2. Subdivision Name. The Property, the homes constructed therein, and the amenities and infrastructure of the Subdivision shall henceforth, collectively, be known as "Woodstone Estates."

Section 3. Additions. At any time prior to the termination of the Founding Class Membership (see Article V, Section 2(b)), Declarant may subject additional land to this Declaration. Such land may be either: [i] adjoining (including land directly across a private or public right of way, road or street); or [ii] within three (3) miles from any portion of the Property that is then already subjected to the Declaration. Additional land may be subjected to this Declaration by the Declarant through the Filing of amended or supplementary declarations identifying the land and executed by all necessary parties to evidence:

(i) the consent of Declarant; and

(ii) the intent of the owner holding fee simple title to the addition that it be subjected to this Declaration and shall thereafter be a portion of the Property.

Upon the Filing of such amended or supplementary declaration, the real estate added to the Property shall be subject to and entitled to the burdens and benefits of this Declaration and all terms of the subsequent supplementary or amended declarations. Notwithstanding any term or provision herein to the contrary, supplementary declarations limited in scope and purpose as provided in this Article II, Section 3, may be executed and Filed by Declarant without any requirement that any of the Owners approve or execute such supplemental declarations.

Section 4. Form of Amendment. Each amendment or supplementary declaration as referred to immediately above, shall contain the following provisions:

(i) Reference to this Declaration and the book and page of its Filing;

(ii) A legal description of the additional real estate (if any);

(iii) Language subjecting the additional real estate (if any) to this Declaration; and,

(iv) Such other complementary additions and modifications of this Declaration concerning the additional property as Declarant shall, in its discretion, consider necessary or convenient.

Section 5. Adjacent Property Not Specifically Described. From time to time, Declarant, its predecessors or successors, may hold title or other interests in real estate adjacent to the Property. Unless such adjacent property is specifically described or included in Article II, Section 1 or the legal description of future supplementary or amended declarations, such adjacent real estate shall not be deemed a part of the Property or the Subdivision.

Section 6. Applicability of Planned Community Act. Even in the event the Subdivision may contain less than 20 Lots, the Planned Community Act shall apply to the Subdivision.

ARTICLE III
Declaration

The Property shall hereafter be held, sold, leased, transferred, conveyed and encumbered subject to the herein contained covenants, conditions, restrictions, reservations, and easements which:

(1) are made for the direct, mutual and reciprocal benefit of each and every portion of the Property and shall create mutual, equitable servitudes upon each part of the Property in favor of every other part of the Property;

(2) create reciprocal rights and obligations between the respective Owners and privity of estate between all grantees of portions of the Property, their successors and assigns;

(3) shall operate as covenants running with the land; and

(4) shall inure to the benefit of Declarant and each Owner. By acceptance of any deed conveying title to a portion of the Property, execution of a contract of purchase or acceptance of a lease or license concerning any portion of the Property or by taking possession of any portion of the Property; whether from Declarant or a subsequent owner or lessee, any future owner, lessee, licensee or occupant shall accept such deed, contract, lease, license or possession upon and subject to each and all of the covenants, conditions, restrictions, reservations and easements set forth herein. Each person or entity who hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be conclusively deemed to have consented and agreed to the covenants, conditions, restrictions, reservations and easements set forth herein, and in all future supplementary or amended Declarations, whether or not any reference thereto is contained in the instrument by which such person or entity acquires an interest in the Property.

ARTICLE IV
Common Facilities

Section 1. Common Facilities. The Declarant at all times reserves the right to construct one or more: (i) Monuments; (ii) Private Road Dedicated for Public Use; or (iii) other Common Facilities for the use and enjoyment of the Owners. So long as Declarant holds fee simple title to any portion of the Property, the Declarant may subject that portion to an easement for the benefit of Declarant or the Association by Filing a recorded easement document or a revision to the Map identifying such Easement Area. All Common Facilities shall remain private property and shall not be dedicated to the use and enjoyment of the general public.

Section 2. Owner's Rights to Use and Enjoy Common Facilities. Excepting those Common Facilities which due to their nature or location are designated by Declarant as limited in service or benefit for specific areas of the Property or specific Lots, (e.g. drainage swales or Detention Ponds) every Owner shall have a non-exclusive, perpetual right and easement of benefit and enjoyment in and to the Common Facilities which easement shall be appurtenant to the Lot of said Owner, subject to this Declaration and the By-laws, and Rules adopted from time to time by the Association. The rights of Owners are specifically subject to the following:

(a) The Association shall have the right to promulgate and enforce reasonable rules and regulations to ensure the safety and reasonable availability of the right to use the Common Facilities to the Owners;

(b) The right of the Declarant or the Association to restrict the use of certain Common Facilities to specific designated Owners as described in this Declaration.

(c) The Declarant or the Association shall have the right to grant, modify or release utility, drainage, septic and other easements across the Common Facilities without the approval of any of the Owners; and

(d) The Association shall have a nonexclusive right and easement of enjoyment in and to the Common Facilities for the purposes of performing its obligations with respect to the Common Facilities as provided for herein.

Section 3. Delegation of Use. Any Owner may delegate, subject to the rules promulgated by the Association, the Owner's right of enjoyment to certain Common Facilities to the members of the Owner's family, guests or invitees.

Section 4. Rights in the Private Road Dedicated for Public Use. Each Owner, the Declarant, the Association, and their successors and assigns, are hereby granted the perpetual, non-exclusive right to use the Private Road Dedicated for Public Use for the purpose of pedestrian and vehicular access, ingress, egress and regress to and from each Lot and the Common Facilities, and for installation and maintenance of drainage facilities and other utility facilities to serve the Lots. The private easements granted herein shall terminate as to the portions of any Private Roads Dedicated for Public Uses that are accepted for maintenance by state or municipal authorities. When a Private Road Dedicated for Public Use is accepted for public maintenance, such road shall no longer be a Private Road Dedicated for Public Use and shall no longer be maintained by the Association. Declarant or the Association may, without notice, remove any obstructions of any nature located within the Private Road Dedicated for Public Use (including but not limited to building materials, trees, shrubs, and mailboxes) which, in the opinion of the Declarant or Association, create a safety hazard. All use of the Private Road Dedicated for Public Use by Owners and their guests and agents shall be in a manner which does not damage the Road Improvements, Owners shall be strictly liable for damage to the Road Improvements caused by the activity of themselves and their agents, specifically including their contractors. Owners shall be responsible to inform their agents and contractors that the Owner is strictly liable any damage to the Road Improvements and other Common Facilities and that the contractor must plan its use and contact with the Road Improvements with consideration for the existing condition and construction of the Road Improvements. The Owners' strict liability will not be forgiven based upon a contractor's claim that its use of the Road Improvements was normal and customary such that no damage should have occurred. Owners are encouraged to make this strict liability provision known to their contractors and to incorporate its provisions into their contracts with those contractors.

Section 6. Acknowledgment Concerning Common Facilities. By acceptance of any conveyance of any Lot, each Owner acknowledges that neither the precise acreage and dimensions of the Common Facilities, nor the type of amenities or Improvements to be located therein, have been (and may not be) specifically defined until the sale of the last Lot within the Subdivision. Notwithstanding the lack of specificity relating to the size and development of the Common Facilities, each Owner hereby agrees to accept and pay Annual and Special Assessments levied by the Association pursuant to this Declaration. Each Owner agrees to accept such Common Facilities as may be designated and/or conveyed by the Declarant, provided that said Common Facilities must be located within the bounds of the Subdivision.

Declarant may have formulated a general plan of development and use for the Property which may have previously been submitted to and reviewed by some or all of the Owners in the form of maps or other design information. Notwithstanding anything to the contrary, said maps or design information will not necessarily conform to the ultimate development of the Subdivision.

ARTICLE V
Property Owner's Association

Section 1. Membership. The Declarant and every Owner shall be a Member of the Association. Membership is appurtenant to the ownership of each Lot and is only available to Declarant and Owners. Membership shall be extinguished upon the complete transfer of all Property held by any Member.

Section 2. Classes of Membership.

(a) Owners Class Membership. The Owners Class Members shall consist of all Owners.

(b) Founders Class Membership. The Declarant or its successor or assignee shall be the sole Founders Class Members. The Founders Class Membership shall terminate as to the Declarant only at such time as Declarant has conveyed all of its interest in the Property (including any Additional Property).

Section 3. Duties. The Association will maintain in its files up-to-date copies of its organizational documents, the Declaration, rules concerning use of Common Facilities, financial records, records of the current ownership of the Lots, and such other documentation and records as are necessary for its management and oversight functions or as required by the Planned Community Act. All documentation maintained by the Association shall

be available to the Owners for inspection during Association business hours upon reasonable notice. The Association may employ an individual or business entity to act as managing agent. The Board of Directors shall determine the length of engagement and the compensation to be paid to such managing agent.

Beginning on a date selected by the Association which shall not be earlier than July 1, 2023, (the "Assessment Start Date") the Association may begin collection of Annual Assessments from each Owner for maintenance of any Common Facilities and all other permissible purposes.

Prior to the Assessment Start Date, the Common Facilities shall be maintained by the Declarant and/or the first duly elected President of the Association, but after such date, the Common Facilities shall be maintained by the Association, except that Declarant (and first President) reserves the right, at Declarant's (or first President's) discretion, to repair or maintain any portion of the Common Facilities which Declarant (or first President), in good faith, determines is not maintained to acceptable standards and shall be reimbursed for such maintenance by the Association (also see Article VII, Section 11).

Maintenance of Common Facilities, which shall be the duty of the Association, includes (by way of example) the following:

(a) Maintenance of any Monument, including irrigation if appropriate, plantings of both permanent and seasonal nature, lighting, mowing, weeding, other landscaping, utility charges for irrigation and lighting (including leased street lights), maintenance of signage;

(b) Maintaining casualty and liability insurance upon all of the Common Facilities, with such companies and in such coverage amounts as the Board of Directors may deem appropriate;

(c) maintaining the Road Improvements in a clean and well-maintained condition, including completing any NCDOT Modifications; and

(d) maintaining any leased street lights in attractive and working condition and paying all rental and utility charges in connection therewith.

The Association is charged with the duty to establish and maintain adequate reserve funds for periodic repair, reconstruction or replacement of any necessary Common Facilities having a limited-service life.

Additionally, as it relates to the Shared Septic Supply lines and septic installations crossing the Common Areas for the Association:

(a) The HOA shall guarantee and maintain access as indicated upon the Subdivision Plat, including any and all general maintenance that may be required to ensure both the Owners and their Contractor have access to make any and all necessary repairs to their individual septic supply lines and septic field.

(b) The HOA shall remain solely responsible for the maintenance and repair of any shared facilities that benefit multiple homes in the neighborhood, specifically including but not limited to the shared septic supply line, and will work with a qualified Contractor in their discretion to ensure ongoing maintenance and repairs as necessary to the shared septic supply line infrastructure.

(c) Immediately notify any Owner of any issue observed by or reported to the HOA concerning the functionality or any damages to the supply lines or septic fields included in the supply line easement area or on common open space.

(d) In the event that the Owner fails to contract its Contractor in order to make repairs to a damaged supply line or septic installation within the Common Open Space of the HOA, the HOA shall, in its discretion, contact a qualified Contractor to make repairs to the damaged supply lines or septic installations and shall bill the cost of such repairs back to the Owner.

The HOA shall retain the authority to bill back to each Owner the cost of any repairs that are done to a specific septic system related to the lot on which the Owner owns, or which are directly attributable to the individual activities of an owner (i.e. damages caused through Owners use, etc.)

Section 4. Fees for Direct Services. The Association and Declarant may charge a fee equal to the greater of $25.00 per copy, or the actual cost of reproduction, for providing extra copies of this Declaration to an Owner or its agent. The first such copy provided to the first Owner purchasing directly from Declarant shall be at no charge.

The Association and Declarant may also charge a fee equal to the greater of [i] $25.00 per copy; or [ii] the actual cost of reproduction plus a reasonable service fee up to $50.00, for providing copies of other materials in its possession requested by an Owner. This Article V, Section 4, does not impose an affirmative duty upon either Declarant or the Association to provide copies of materials merely because such materials are in the possession of either party.

Section 5. Summary of Association Governing Documents.

ASSOCIATION GOVERNING DOCUMENTS

Document	Purpose
Declaration (Filed in the Iredell County Register of Deeds)	creates obligations which are binding upon the Association and all present and future Owners in the Subdivision.
Supplemental Declarations (Filed in the Iredell County Register of Deeds)	used to add property to the Subdivision, create easements and impose additional obligations or restrictions on such property, or modify the Declaration
Articles of Incorporation (filed with the NC Secretary of State)	charters the Association as a North Carolina non- profit corporation.
By-Laws (the Board of Directors adopt)	rules for conducting the Association's internal affairs, such as voting, elections, meetings, and the like
Rules (the Board of Directors adopt)	rules for use of Common Facilities and conduct within the Subdivision
Board Resolutions (the Board of Directors adopt)	may establish rules, policies and procedures for internal governance and Association activities

ARTICLE VI
Voting

Section 1. Owners Class. The Owners of each Lot shall be entitled to one (1) vote for that Lot. The vote for any one Lot owned by more than one person or entity shall be exercised as they among themselves shall determine, but in no event shall the vote or votes with respect to any jointly owned Lot be split or cast separately.

Section 2. Founders Class. The Founders Class Member (which will normally be the Declarant and the first duly elected President) shall be entitled to seven (7) votes for each Lot owned by the Founders Class Member.

Section 3. Period of Declarant Control. For a period ending not earlier than two years following the recordation of this Declaration, and for so long thereafter as the Declarant owns at least one (I) Lot in the Subdivision, the Declarant shall have the exclusive authority to designate, appoint and remove all members of the Board of Directors and Officers, with the exception that the Declarant shall not be entitled to remove the first duly elected President of the Association for any reason. To the fullest extent permitted by the Planned Community Act, no Director or Officer appointed by the Declarant shall be removed by the Members or Board of Directors.

At the Declarant's sole discretion, Declarant may at any time relinquish all or part of the Declarant Control rights of this Article VI, Section 3, by means of a Filed writing which clearly defines those rights that Declarant no longer intends to exercise.

At the sole discretion of the first duly elected President of the Association, said President may relinquish the Founders Class Membership and the rights included therein and become an Owners Class Member in accordance with the provisions of Article V(2)(a).

Section 4. Litigation, Super Majority Voting Required. Certain actions by the Association shall require super-majority approval by the Owners and Declarant. For the purpose of assuring that no litigation will be commenced on behalf of this Association without the strong approval of the Owners and notwithstanding anything to the contrary otherwise stated in this Declaration or the Bylaws of the Association, without the affirmative approval of at least seventy five percent (75%) of all votes allocated to all of the Lots (both

Founders Class and Owners Class) the Association shall have no authority to:

(i) assert any claim against, seek an injunction or other equitable remedy against, or sue the Declarant, the first duly elected President of the Association, or Declarant's or Presidents members, managers, employees, engineers, or attorneys;

(ii) require any Owner to remove any Improvement which has been substantially completed for more than two years, during which time no notice bas been given by the Committee or Association that the Improvement is in violation of this Declaration or the Architectural and Site Guidelines (and such Improvement shall not be subject to fines or penalties); or

(iii) assert a claim for damages against any Owner in an amount in excess of one hundred thousand dollars ($100,000).

ARTICLE VII
Assessments

Section 1. Creation of Lien and Personal Obligation of Assessments. Each Owner shall, by acceptance of a conveyance of a Lot, whether or not it is so expressed in any conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration specifically including the duty to pay to the Association those Annual, Supplemental, Special and Specific Assessments ("Annual Assessments", "Supplemental Assessments",

"Special Assessments" and "Specific Assessments" - all collectively "Assessments") and charges as hereinafter provided. The Assessments and charges, together with such interest thereon and costs of collection as are hereinafter provided, shall be a charge and continuing lien upon the Lot against which assessment is made as of the effective date of said Assessment. Each Assessment, together with interest thereon and any costs of collection, shall also be the personal obligation of the person or entity who was Owner of such Lot when the Assessment was made. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of any Assessment.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Association shall be used for the improvement, maintenance, operation, repair, replacement of and additions to, the Common Facilities, including but not limited to:

[i] the payment of casualty and liability insurance premiums,
[ii] payment of utility charges related thereto,
[iii] maintaining, operating and improving (including NCDOT Modifications) of the Private Road Dedicated for Public Use, Monuments and other Common Facilities,
[iv} collection and disposal of garbage, rubbish and the like,
[v] employing security service, maintenance personnel, or other labor,
[vi] paying rentals for leased street lighting fixtures or other facilities acquired on a leased basis,

[vii] mowing, landscaping and other maintenance of Common Facilities;
[viii] ad valorem taxes on Common Facilities,
[ix] contingency reserves, and
[x] equipment, materials, and the management and supervision thereof.

Declarant may employ a related entity or entities to manage the maintenance, operation and repair of the Common Facilities. In addition, the Association may use Annual Assessments for the purpose of doing any other things necessary or desirable, in the discretion of the Association, to keep Common Facilities in neat and good order, to provide for the health, welfare and safety of the Owners and Occupants of the Property (including payment of fees to a management company to assist in the affairs of the Association), to advance or maintain the general appearance and function of the Subdivision, to carry out the goals described in the preliminary statement of this Declaration, and for any expenditure permissible under the Planned Community Act.

Without limiting the general statements set forth in the immediately preceding paragraph, Annual Assessments shall specifically be used as follows:

(a) to repair, maintain, reconstruct (when necessary), keep clean and free from debris, the Private Road Dedicated for Public Use and other Common Facilities (see Article V, Section 3 concerning Common Facilities Maintenance);

(b) to maintain and repair the road shoulder and drainage facilities of any public roadways within or adjoining the Subdivision to the standards of maintenance (if one is ascertainable) required by the NCDOT or to such standards as are deemed appropriate by the Association so long as said standards are above or in excess of the minimum NCDOT standards regarding roadways. (see easement reserved in Article VII, Section 9);

(c) to pay all operating costs associated with any street lights, Monuments, or similar Common Facilities, including but not limited to, lease payments and utility costs;

(d) to pay all ad valorem taxes levied against the Common Facilities (if any) and any other property owned by the Association;

(e) to pay the premiums on all insurance carried by the Association pursuant to this Declaration, the Bylaws or the Planned Community Act, including liability coverage for the Association and its officers and Board;

(f) to pay all legal, accounting, and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws; and

(g) to maintain contingency reserves as to the amounts described in subsections (a) through (f) above, and any other purpose set forth in this Article VII, Section 2, in amounts determined by the Board of Directors.

Declarant may employ a related entity or entities to manage the maintenance, operation and repair of the Common Facilities.

Section 3. **Maximum Annual Assessment.** The initial Annual Assessment shall be Two Hundred and Fifty ($250.00) per year for each Lot, with fractions of the calendar year to be computed and prorated equitably. For each calendar year following the initial Annual Assessment, the Annual Assessment may be increased by the Association at the rate of up to fifteen percent (15%) of the prior year's Annual Assessment. In the event the Annual Assessment is not increased by the maximum amount permitted during any calendar years, the difference between any actual increase in the maximum permitted increase for such years shall be computed, and the Annual Assessment may be increased by that amount in a future year, in addition to the maximum increase otherwise permitted. The fifteen percent (15%) limit on annual increases may be increased for one or more years, but only by a vote of no less than two-thirds (2/3) of the Owners Class Members and with the approval of the Declarant and the first duly elected President of the Association, if either is still in existence.

Section 4. Supplemental Annual Assessment. In the event the Association fixes the Annual Assessment in an amount less than the permitted maximum Annual Assessment, the Association shall have the right to later increase (the increase being a "Supplemental Annual Assessment") the total Annual Assessment for such calendar year if the Board of Directors determines that the required duties and functions of the Association cannot be funded by the originally determined Annual Assessment. The Association shall set the due date for such Supplemental Annual Assessment which shall not be less than 45 days following after the mailing of notice to the Owners of such Supplemental Annual Assessment. The original Annual Assessment and the Supplemental Annual Assessment shall not, under any circumstance, exceed the permitted maximum Annual Assessment for the subject calendar year.

Section 5. Special Assessments. In addition to the Annual Assessments hereinabove authorized, the Association may levy Special Assessments ("Special Assessments") for the purpose of defraying, in whole or in part: [i] the cost of any reconstruction, unexpected repair or replacement of the Common Facilities; [ii] the cost of legal defense of the Association or its agents (specifically including any management company); or [iii] any lawful purpose permitted under the Planned Community Act. Special Assessments may only be assessed upon either of: [i] approval in writing by seventy-five percent (75%) of the Votes of the Members (including the Founders Class Member), or [ii] approval by 75% of the Votes of those Members (including the Founders Class Member) in attendance at a duly called Member' s Meeting and the express approval of the Founders Class Member.

Section 6. Surplus Funds. During the Period of Declarant Control, to the fullest extent permitted by the Planned Community Act, the Association shall have no obligation to reimburse any surplus funds to Owners, provided such funds must be retained for future use by the Association.

Section 7. **Declarant Obligation to Pay Assessments.** The Assessments, charges and liens provided for by this Declaration shall not apply to any Lot or other property owned by the Declarant including Assessments accrued as to any Lots to which Declarant obtains title by deed in lieu of foreclosure, or by foreclosure.

Section 8. Commencement. Assessments upon an individual Lot shall commence on the date fixed by the Association as the Assessment Start Date or upon purchase of that Lot from Declarant, whichever later occurs. Assessments shall be billed on a calendar year basis with appropriate prorations.

Section 9. Due Date. Unless otherwise provided herein, Assessments shall be due and payable in full within 30 days after they are billed to an Owner.

Section 10. Effect of Non-Payment of Assessment. If any Assessment is not paid on the date when due, then such Assessment shall be delinquent and the Association may impose a reasonable late payment charge as permitted by the Planned Community Act and other Applicable Laws. Additionally, interest shall accrue and be due on a delinquent Assessment payment at the "prime rate" of interest announced from time to time by The Wall Street Journal, plus two percent (2%) per annum (such rate to change from time to time as The Wall Street Journal prime rate changes) never to exceed a maximum of 18% per annum, unless a lesser rate is required under Applicable Law in which event interest will accrue at the maximum required lesser rate.

If any Assessment is not paid within thirty (30) days after the due date, the Association may file a claim of Lien in the office of the Lincoln County Clerk of Court (or such other office as Applicable Law may provide from time to time), and bring an action at law against the Owner directly and/or foreclose the lien against the Lot. All reasonable attorneys' fees and costs incurred by the Association to collect delinquent Assessments shall be added to the amount due to the fullest extent permitted by the Planned Community Act and other Applicable Laws. In the event a judgment is obtained, such judgment shall include interest on the Assessments as indicated above. If the Wall Street Journal shall cease to publish its "prime rate" the Declarant or Association shall designate a comparable replacement index.

Section 11. Contribution by Declarant. Declarant agrees to contribute to the Association such funds as may be required to maintain the Common Facilities, to the extent that the maximum Annual Assessments are insufficient to pay the cost thereof, through July 1, 2024

Section 12. Assessment Rate. General Annual Assessments, Supplemental Annual Assessments and Special Assessments must be fixed at a uniform rate for all Owner's Lots.

Section 13. Startup Assessments. In order to provide initial operating funds for the Association: [i]each Lot which, at the time of closing, fronts upon a road accepted by NCDOT (or other public authority) for public maintenance shall be assessed a one-time Startup Assessment at the time it is transferred by the Declarant to the first Owner in the amount of Five Hundred Dollars (500.00) or such greater amount as required by the Declarant in its purchase contract with such Owner; and [ii] each Lot which, at the time of closing, fronts upon a Private Road Dedicated for Public Use shall be assessed a one-time Startup Assessment at the time it is transferred by the Declarant to the first Owner in the amount of Seven Hundred and Fifty Dollars ($750.00) or such greater amount as required by the Declarant in its purchase contract with such Owner. The Startup Assessment charged to each Lot pursuant to this Section 15 is in addition to all other Assessments created under this Declaration, and shall not be credited against any other Assessment which shall become due.

ARTICLE VII
Improvements, Uses And Restrictions

Section 1. Land Use. The Property shall be used only for detached, single-family residence purposes, together with the accessory buildings and structures to the extent permitted in this document. No more than one detached single-family residential dwelling may be constructed on the Property. No condominium, townhouse, duplex, apartment or other multi-family residential uses are permitted on the Property. Further, no camper, trailer, motor home, boat (including, without limitation, any boat docked adjacent to the Property), recreational vehicle, or similar habitable or transportable unit or structure shall be allowed to remain on or adjacent to the Property as a place of residence.

No mobile home, modular home or shell home may be erected or permitted to remain on any Lot. No condominium, townhouse, duplex, apartment, bed and breakfast facility or any other multi-family residential uses are permitted on any Lot. No camper, trailer, motor home, boat (including, without limitation, any boat docked adjacent to the Property), recreational vehicle, or similar habitable or transportable unit or structure shall be allowed to remain on or adjacent to any property overnight unless parked no nearer to the nearest public/Private Road Dedicated for Public Use or driveway than the front facing side of the house.

No buildings, structures or improvements of any kind may be located on the Property other than one detached, single-family residential home, and the following permitted accessory structures:

a. Storage and shop outbuildings, including detached garages, workshops, storage and utility buildings, greenhouses and similar buildings, not to exceed the height of the residence. The total square footage contained within all such outbuildings combined shall not exceed two thousand (2000) square feet. All outbuildings shall be permanently affixed to the Property. A 12 foot by 12 foot or larger building must be on a permanent foundation.

b. Recreational structures, including decking, gazebos, covered patios, playhouses, barbecue pits and similar structures. The total square footage contained within such structures when combined shall not exceed one thousand (1000) square feet in area.

c. All Permitted Accessory Structures are subject to approval under all jurisdictional building and zoning code ordinances as regulated by local, county and state governing authorities.

Section 2. Combination or Subdivision of Lots. Except as otherwise set forth herein, no Lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Map. However, a Lot Owner may combine with a portion or all of another contiguous Lot so long as the parcel or parcels which result from such combination do not violate any zoning ordinance or other Applicable Law. In the event that two or more Lots are completely combined so as to create one parcel, the resulting parcel shall be considered as one Lot for the purposes of this Article X, but shall continue to be considered as two Lots for all other purposes (including voting and Assessments.) Furthermore, the Owner of any Lot which combines with all or a portion of a contiguous Lot shall be solely responsible for any costs which may result from such combination, including the costs of relocating any existing easements. Notwithstanding the foregoing, Declarant reserves the right to change the boundaries or dimensions of any Lots still owned by Declarant as may be needed to meet septic system requirements or for any other reason.

Section 3. **Utility Easements.** Declarant hereby reserves easements for the installation and maintenance of utilities (electricity, sewer (including a septic system), water, gas, telephone, catv, street lights, etc.) and drainage facilities over: [i] all of the area labeled on the Map as " Drainage and Utility Easement", "Utility & Access Easement" or like phrase; [ii] fifteen feet (15') along the side of any Lot adjoining a public roadway or Private Roads Dedicated for Public Uses; [iii] the front ten feet (10') of any Lot; [iv] the rear ten feet (10') of any Lot; and [v] ten feet (10') in width along the side of any Lot which side does not adjoin a public roadway or Private Roads Dedicated for Public Uses.

Declarant reserves the right to create and impose additional easements over any unsold Lot or Lots for driveways, drainage, utilities, Monuments and like purposes by the Filing of appropriate instruments.

Section 4. Stormwater Drainage Easement. Declarant hereby establishes and reserves over each Lot a general easement for drainage of stormwater runoff from the Private Road Dedicated for Public Uses. Underground drainage pipes (normally reinforced concrete pipe or galvanized steel pipe) or swales or ditches may be installed by Declarant upon certain Lots or portions of the Common Facilities for stormwater control. A stormwater drainage easement is reserved and imposed upon that twenty foot (20') wide area centered upon such underground pipe or above ground swale or ditch. Such easement shall run for the benefit of Declarant, the Association and those Owners whose Lots are served by the drainage easement. Such areas may be labeled " PSDE", " P.S.D.E." "storm water drainage easement" or like phrase on the Map. The Map may identify the location of underground installed pipes, but the easement described herein shall burden the areas surrounding such pipes even if the pipe is not identified on the Map.

Section 5. Fences and Walls.

a. Chain-link fences and/or similar industrial metal fencing are not permitted.

b. Decorative wrought iron or high-quality aluminum or vinyl-clad fencing made with the appearance of wrought iron is expressly permitted.

c. Split rail wooden fencing, with or without wire mesh, is expressly permitted.

d. Privacy fencing constructed of either wood, brick or stone is expressly permitted.

e. Fences or walls, greater than six (6) feet in height are not permitted.

f. No fences of any nature will be installed in the front of any home.

Section 6. Driveways. All connections of private driveways to a Private Road Dedicated for Public Use, or the North Carolina State or any municipal road system, shall be constructed and maintained in accordance with all Applicable Laws. No secondary driveways or other vehicular access ways shall be constructed or created or allowed on any of the Lots under the control of the Association.

Section 7. Restricted Activities. The following activities are prohibited on the Property:

a. Raising, breeding, or keeping of animals, livestock or poultry of any kind, except that dogs, cats, or other usual and common household pets (which are registered, licensed and inoculated as required by law) may be permitted on the Property; and

b. Any activity which violates local, state, or federal laws or regulations;

c. Institutional uses, including but not limited to group homes, day care centers, churches, temples or shrines, rest homes, schools, medical care facilities, lodges, inns, beds and breakfasts; and

d. Any business or trade, except that an owner or occupant residing on the Property may conduct business activities within a dwelling on the Property so long as: (i) the existence or operation

of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling unit; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Property by clients, customers, suppliers, or other business invitees; (iv) the business activity does not involve any service or delivery business in which more than one vehicle used in such business would be parked overnight on the Property, or for which any parts, equipment supplies, raw materials, components or tools are stored on the Property and (v) the business activity is consistent with the residential character of the Property and does not constitute an unreasonable disturbance to adjoining land owners or others, a nuisance, or a hazardous or offensive use. The foregoing shall not preclude occasional garage sales, moving sales, rummage sales, or similar activities provided that such activities are not held on the Property more than once in any three-month period. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required. The leasing of the Property for single-family residential use shall not be considered a business or trade within the meaning of this subsection.

Section 8. Prohibited Conditions. None of the following structures or improvements may be located upon the Property:

a. Structures, vehicles, equipment or other items which are visible from any road or adjacent property which have become rusty, dilapidated, or otherwise fallen into disrepair; and

b. Towers, antennas, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind which are located outside of the dwelling on the Property other than (i) a customary antenna, which shall not extend more than ten (10) feet above the top roof ridge of the dwelling; and (ii) a satellite disc or dish no larger than eighteen inches (18") in diameter; and

c. Any freestanding transmission or receiving towers or any non-standard television antennae.

d. Any permanently affixed above ground swimming pools of any type.

ARTICLE IX
Environmental Hygiene

Underground storage tanks for petroleum products, chemicals, or other substances having the potential to cause damage by accidental discharge into the soil, are prohibited in the Subdivision.
Also prohibited in the Subdivision are:

a) storage or transportation of hazardous waste materials other than de minimus amounts incidental to some personal use, and

b) unsightly, obnoxious or objectionable activities which may produce or emit substantial gases, smoke, odors or noises that would be unsuitable for a high quality, controlled residential development.

ARTICLE X
Duration, Modification and Termination

Section 1. Amendment. The covenants, conditions and restrictions of this Declaration may be amended at any time and from time to time by an agreement signed by Owners holding a majority of votes appurtenant to the Lots which are then subject to this Declaration; provided, however, that such amendment must be consented to by

Declarant so long as Declarant is the Owner of any Lot in the Subdivision including any Additional Property. Any such amendment shall not become effective until the instrument evidencing such change has been Filed.

Notwithstanding anything in this Article XII, Section I to the contrary, Declarant may, at Declarant's option, amend this Declaration without obtaining the consent or approval of any other person or entity if such amendment is necessary to cause this Declaration to comply with the requirements of FHA, VA, the Federal National Mortgage Association, or other similar agency. Declarant, without obtaining the approval of any other person or entity, may also make amendments or modifications hereto which are correctional in nature only and do not involve a change which materially adversely affects the rights, duties or obligations specified herein.

Section 2. Term. The covenants and restrictions of this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-one (21) years from the date this Declaration is originally Filed; after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by Owners holding a majority of the votes appurtenant to the Lots, plus Declarant, if Declarant then owns any Lot, has been recorded, agreeing to terminate or modify said covenants and restrictions in whole or in part. Provided, however: [i] the residential use restrictions set forth in Article VIII Section I of this Declaration shall run with the land and shall be binding upon all parties and persons claiming under them in perpetuity, and [ii] this Declaration shall not be terminated except by a Filed instrument signed by Owners holding 100% of the votes appurtenant to the Lots (plus Declarant if Declarant then owns any Lot) so long as the Private Road Dedicated for Public Use is maintained by the Association.

ARTICLE XI
Enforcement

Any violation of this Declaration, whether in whole or in part, is hereby declared to be a nuisance and, without limitation, any party empowered to enforce this Declaration may avail itself of all remedies available under Applicable Laws for the abatement of a nuisance in addition to all other rights and remedies set forth hereunder or otherwise available at law. This Declaration may be enforced by Declarant, its successors and assigns (including without limitation the Association or any individual member of the association before or after the termination of Founders Class Membership), by proceedings at law or in equity against the person or entity violating or attempting to violate any covenant or restriction, either to restrain the violation thereof, abate or remediate damage caused by the violation, or to recover damages, all together with reasonable attorney's fees and court costs.

ARTICLE XII
Declarant Retained Rights

Section 1. Assignability of Rights. All rights, powers and reservations of Declarant stated herein may be assigned. If at any time Declarant ceases to exist and has not previously made an assignment of its rights, a successor Declarant may be appointed by the written vote of a majority of the Owners. Any assignment made pursuant to the terms of this section shall be Filed in Lincoln County, North Carolina.

Section 2. Exoneration of Declarant. It is agreed by all Owners and by any other party having an interest in any Lot that Declarant has no duty to enforce any of the covenants and restrictions contained herein. Declarant and/or the first duly elected President of the Association shall not be subject to liability to any party by reason of its failure to enforce any covenant, condition or restriction herein.

Section 3. Temporary Construction Easements. Declarant reserves for itself, the Association and their agents the right and easement to, from time to time, go over and upon (including trucks, equipment and the like) any Lot or Common Facility for the purpose of installing wells, septic systems, infrastructure or other work necessary in the Subdivision, whether the work benefits the Lot over which access is made or other Lots. Owners are hereby given notice that it may become necessary to make NCDOT Modifications even after Lots have been sold to Owners. The easement reserved in this Article XV, Section 3, specifically empowers Declarant or the Association to enter upon and over Lots or Common Facilities for the purpose of making NCDOT Modifications. The party entering any Lot for such purposes will repair any material damage to the Lot over which access is made and will exercise care to minimize the time of such work and the damage made by the work or access.

Section 4. Reservation of Maintenance Option Easement. Declarant hereby reserves, for the benefit of itself and the Association, an option and right of maintenance (including landscaping and beautification) over and upon any area subject to a Monument Easement and the area within a radius of fifteen (15) feet from the outside edge of any Monument Easement.

The Declarant and the Association may exercise this right of maintenance either on a continuing basis, or from time to time, at their sole discretion. This option may be exercised with respect to all subject Lots or only to selected areas. All expenses of this maintenance option shall be appropriate uses of funds raised by the Association through Annual, Supplemental, or Special Assessments. An easement is reserved in favor of Declarant and the Association and their agents to go upon the burdened area of any subject Lot for the purpose of carrying out the maintenance option created herein.

Section 5. Withdrawal of Property. Declarant reserves the right to amend this Declaration, during the Founder's Class membership, for the purpose of removing any portion of the Property from the coverage of this Declaration, provided the removed property has not yet been [i] dedicated as a Common Facility; or [ii] improved with a residence.

Section 6. Access Easement Reserved. The Declarant reserves unto itself for the benefit of Declarant, its successors and/or assigns, a non-exclusive and alienable easement and right of ingress, egress and regress over and across all Private Roads Dedicated for Public Uses and Common Facilities for access to and from other real property of Declarant or its successors and/or assigns. In addition, an easement and right of ingress, egress and regress over and across all Private Roads Dedicated for Public Uses is hereby granted to any applicable government agency, for the purpose of fulfilling its duties, including, without limitation, law enforcement, fire protection, garbage collection, delivery of the mail, and any other service related to keeping the peace and preserving the general welfare.

Section 7. Provision of Services. The Association may provide, or provide for, services and facilities for the Owners and their Lots or Units, and shall be authorized to enter into and terminate contracts or agreements with other entities, including Declarant, to provide such services and facilities. The Board may charge use or service fees for any such services and facilities provided at the option of an Owner, or may include the costs thereof in the Association's budget and assess it as part of the Base Assessment if provided to substantially all Owners. By way of example, such services and facilities might include cable television or internet service, security, transportation, fire protection, utilities, and similar services and facilities.

Section 8. Relationship with Other Properties. The Association may enter into contractual agreements or covenants to share costs with any neighboring property to contribute funds for, among other things shared or mutually beneficial property or services and/or a higher level of Common Facility maintenance.

Section 9. Withdrawal of Property. Declarant reserves the right to amend this Declaration, during the Founder's Class membership, for the purpose of removing any portion of the Property from the coverage of this Declaration, provided the removed property has not yet been [i] dedicated as a Common Facility; or [ii] improved with residences.

ARTICLE XIII
Partial Taking

In the event that any portion of the Subdivision is taken or purchased in any manner in the nature of a condemnation or other governmental taking, such taking will not render invalid any provision contained in this Declaration.

ARTICLE XIV
General

Section 1. Mortgagees' Protection. Violation of this Declaration shall not defeat the lien of any Mortgage made in good faith and for value upon any portion of the Property. Any lien created hereunder shall be

subordinate to any such Mortgage unless a lis pendens or notice of the lien shall have been Filed prior to the recordation of such Mortgage; provided, however, that any Mortgagee in actual possession or any purchaser at any trustee's, mortgagee's or foreclosure sale shall be bound by and be subject to this Declaration as fully as any other Owner.

Section 2. Chain of Title. Each grantee, lessee or other person in interest or occupancy accepting a conveyance of a fee or lessor interest, the demise of a leasehold interest, or a license, in any Lot, whether or not the instrument of conveyance refers to this Declaration, covenants for himself, his heirs, successors and assigns to observe and perform and be bound by this Declaration and to incorporate this Declaration by reference in any conveyance, demise of a leasehold estate, or the grant of a license, of all or any portion of his interest in any real property subject hereto.

Section 3. Ambiguities. If any discrepancy, conflict or ambiguity is found to exist with respect to any matters set forth in this Declaration, such ambiguity, conflict or discrepancy shall be resolved and determined by Declarant in its sole discretion. Declarant shall have the right to interpret the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all parties or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation of Declarant and that of any other person or entity entitled to enforce any of the provisions hereof shall be resolved in favor of the construction or interpretation of Declarant.

Section 4. No Reversionary Interest. This Declaration shall not be construed as creating conditions subsequent, or as creating a possibility of reverter.

Section 5. Zoning Requirements. This Declaration shall not be interpreted as permitting any action or thing prohibited by applicable zoning laws, or any other Applicable Laws, or by specific restrictions imposed by any deed or other conveyance. In the event of any conflicts, the most restrictive provision among the conflicting terms shall be taken to govern and control.

Section 6. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court or other body of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Declaration and all remaining restrictions, covenants, reservations, easements and agreements contained herein shall continue in full force and effect.

Section 7. Gender. All pronouns used herein shall be deemed to be singular, plural, masculine, feminine or neuter as application to specific circumstances may require.

Section 8. Liability Limitations. Neither Declarant, nor any Owner nor any officers, directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association. Neither Declarant, nor the Association, nor their directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements or portions thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or association making such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, Improvements or portions thereof. The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board of Directors, its officers, employees and agents from and against any and all loss, cost, expense, damage, liability, claim, action or cause of action arising from or relating to the performance by the Board of Directors of its duties and obligations, except for such resulting from the gross negligence or willful misconduct of the person(s) to be indemnified. The Association may maintain liability insurance for members of its Board of Directors, its officers, employees and agents.

All Owners acknowledge that they and their invitees will use any walking paths or like Common Facilities constructed by Declarant at their own risk and do hereby release and agree to hold harmless and indemnify Declarant and the Association from liability for any property damage or injury suffered through such use.

Each Owner and Occupant of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property. The Declarant or the Association may, but shall not be obligated to, maintain or support certain activities within the Subdivision designed to enhance the general levels of safety and security. Neither the Association nor Declarant shall in any **way be considered insurers or guarantors of safety or security within the Subdivision, nor shall either be held liable for any loss or damage.**

Section 9. Timeshares. No Lot or ownership interest may be subdivided to permit time sharing or other methods of creating interval ownership without the express written Filed consent of the Declarant.

Section 10. Re-subdivision. No Owner may subdivide any Lot or Unit as initially conveyed by Declarant without the prior written consent of Declarant or the Association, which consent may be granted or withheld in the sole discretion of Declarant or the Association. Declarant may provide for the right of an Owner to subdivide a Lot or Unit in the deed conveying such Lot or Unit, and such approval shall remain effective for the period of time specified in such deed.

Section 11. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court or other body of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Declaration and all remaining restrictions, covenants, reservations, easements and agreements contained herein shall continue in full force and effect.

Section 12. Support. Every portion of a Lot and contributing to the support of an abutting Lot shall be burdened with an easement of support for the benefit of such abutting Lot. If Improvements on adjoining Lots are partially or totally destroyed, and then rebuilt, the Owners of the Lots so affected agree that minor encroachments from the adjacent Lots resulting from construction shall be permitted and that a valid easement for such encroachments shall exist.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first written above.

K & T Properties V, LLC

By: _____
Kathryn Tennille Klink, Manager

State of North Carolina
County of Iredell

I, Michael P. Goudreault, a Notary Public of Iredell County and State of North Carolina, do hereby certify that Kathryn Tennille Klink ("**Signatory**"), personally came before me this day and acknowledged that she is the Manager of **K & T Properties V, LLC.,** a North Carolina Limited Liability Company, and that she, in her capacity and being duly authorized to do so, executed the foregoing instrument

I certify that the Signatory personally appeared before me this day and (check one of the following)

X (I have personal knowledge of the identity of the Signatory); **or**
_____ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of :
(check one of the following)
_____ a drivers license or
_____ in the form of (_____); **or**
_____ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

WITNESS my hand and seal this the 28th day of July, 2023.

MICHAEL P. GOUDREAULT NOTARY PUBLIC IREDELL COUNTY, N.C.

Notary Public
Print Name: Michael P. Goudreault
[**Note:** Notary Public must sign exactly as on notary seal]

My Commission Expires: 02/12/2025

[NOTARY SEAL] **(MUST BE FULLY LEGIBLE)**