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Prepared By and Return To:
Smith Debnam Narron Drake Saintsing & Myers, LLP
4601 Six Forks Rd. Suite 400, Raleigh, NC 27609

**DECLARATION OF COVENANTS CONDITIONS AND
RESTRICTIONS
The Preserve at Tidewater**

Submitted electronically by "Smith Debnam Narron Drake Saintsing & Myers, LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Onslow County Register of Deeds.

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE FLAGS OF THE UNITED STATES OF AMERICA OR STATE OF NORTH CAROLINA.

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS.

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

The Preserve at Tidewater

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made the 11th day of May, 2016 by **Alligator Bay Associates LLC, a Delaware LLC**, hereinafter referred to as "Declarant".

WITNESSETH:

Whereas, Declarant is the Owner of certain real property in **Onslow** County, **North** Carolina, known as "The Preserve at Tidewater" which is described in that deed recorded in the Office of the Register of Deeds of **Onslow** County, North Carolina in **Book 2500 at Page 3 and Book 2500 at Page 7 and Book 2735 at Page 544**, and described on the Master Plan recorded in Plat Book 69, Page 12 to which reference is made for a more particular description; and

Whereas Declarant desires to place certain Covenants and Restrictions upon the lands described above:

Now, THEREFORE, Declarant declares that the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the land and be binding on and shall inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

SECTION 1. Association shall mean and refer to The Preserve at Tidewater Homeowners Association, Inc., a North Carolina non-profit corporation, its successors and assigns, the Owners Association organized for the purposes set forth herein.

SECTION 2. Common Area shall refer to all of that area labeled as Common Area, Open Space, Active Area, Passive Area or the like upon plat of Alligator Bay aka The Preserve at Tidewater as currently shown or as subsequently modified and shall be subject to all local, state and federal rules and

ordinances. The annual assessment of the Association shall include sufficient funding to maintain said Common Area and Open Space and improvements thereon.

SECTION 3. Community-Wide Standard. Declarant shall establish initially a standard for the conduct, construction, maintenance, replacement or other activity generally prevailing at The Preserve at Tidewater pursuant to the Architectural Guidelines, Restrictions and Rules. Declarant may unilaterally amend said standards as the development progresses during the Development Period and thereafter the Board of Directors.

SECTION 4. Declarant shall refer to Alligator Bay Associates LLC, a Delaware Limited Liability Corporation, its successors and/or assigns (which designations shall include singular, plural, masculine and neuter as required by the context).

SECTION 5. Declaration shall mean this instrument as it may be from time to time amended or supplemented.

SECTION 6. Development Period means the period commencing on the date on which this Declaration is recorded in the Onslow County Register of Deeds and terminating on the earlier to occur of (i) when Declarant no longer owns a lot in the Subdivision; (ii) the date that Declarant relinquishes in writing Declarant's right to appoint Directors; or (iii) the occurrence of the date twenty (20) years from the initial date of recording the Declaration

SECTION 7. Limited Common Area means a portion of the Property allocated by this Declaration or by operation of law for the exclusive use of one (1) or more but fewer than all of the Lots. Limited Common Areas may also be shown on any map of the Project recorded in the Register of Deeds.

SECTION 8. Lot(s) shall mean and refer to any subdivided lot within the confines of the land described above together with any dwelling situated thereon.

SECTION 9. Member(s) shall mean and refer to every person or entity that has a Membership in the Association.

SECTION 10. Membership shall mean and refer to the rights, privileges, benefits, duties, and obligations, which shall be inure to the benefit of and burden each Member of the Association.

SECTION 11. Owner shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 12. Property shall mean the Property as defined in the preamble to this Declaration.

ARTICLE II

PROPERTY RIGHTS AND EASEMENTSSECTION 1. Owners' Property Rights and Easement of Enjoyment in the Common Area.

Every Owner shall have and is hereby granted a right and easement of enjoyment in existing and any future Common Areas, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) the Declarant and Association may make and amend reasonable rules and regulations governing the use and conduct upon any future Common areas;
- (b) the Association may levy fines in accordance with the North Carolina Planned Community Act (Chapter 47F of the North Carolina General Statutes).

SECTION 2. Easements in Favor of Declarant and the Association. The following easements are reserved to Declarant and the Association, their successors and assigns:

- (a) any as shown upon that Master Plan recorded in Plat Book 69, Page 12 of the Onslow County Registry or subsequently recorded maps of additional phases.
- (b) as generally shown on the **Community Trail Plan, a copy of which is attached hereto marked Exhibit E.**

SECTION 3. Other Easements. The following easements are granted by Declarant to others

- (a) an easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services, to enter upon all Lots and Common Areas in the performance of their duties;
- (b) in case of any emergency originating in or threatening any Lot or Common Areas, regardless of whether any Lot Owner is present at the time of such emergency, the Association or any other person authorization by it, shall have the right to enter any Lot for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the Lot Owners, and such right of entry shall be immediate;
- (c) the Association is granted an easement over each Lot for the purpose of providing Remedial Lot and Sewer System maintenance when an Owner fails to provide maintenance and upkeep in accordance with this Declaration.
- (d) the Declarant and the Association reserve the right to subject the Property to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to an electric utility company or the Association by the owner of a Lot.
- (e) the Declarant and the Association reserve the right to subject the Property to a contract and access easements with any and all other utility companies as necessary which may require an

up front and/or a continuing installment payment to the utility provider by the Owner of each Lot.

SECTION 4. Nature of Easements. All easements and rights described herein are perpetual easements appurtenant, running with the land, and shall inure to the benefit of and binding on the Declarant and the Association, their successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the Property or any Additional Property, or any part or portion thereof, regardless of whether or not reference is made in the respective deeds or conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

ARTICLE III

AMENDMENTS

SECTION 1. Amendment of Declaration by the Declarant. This Declaration may be amended without member approval by the Declarant as the case may be, as follows:

- (a) in any respect, prior to the sale of the first Lot;
- (b) to the extent this Declaration applies to Additional Property
- (c) to correct any obvious error or inconsistency in drafting, typing or reproduction;
- (d) to qualify the Association or the Property and Additional Property, or any portion thereof, for tax-exempt status;
- (e) to include any planning changes as permitted herein;
- (f) to conform this Declaration to the requirements of any law or governmental agency having legal jurisdiction over the Property or any Additional Property or to qualify the Property or any Additional Property or any Lots and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of the United States Government of the State of North Carolina, regarding purchase or sale of such lots and improvements, or mortgage interests therein, as well as any other law or regulations relating to the control of property, including, without limitation, ecological control, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration, U.S. Department of Housing and Urban Project, the Federal Home Loan Mortgage Corporation,

Government National Mortgage Corporation, of the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be made substantially conform to such request or suggestion. Notwithstanding anything else herein to the contrary, only the Declarant, during the Developer Control Period, shall be entitled to amend this Declaration pursuant to this Section.

SECTION 2. Amendment of Declaration. Except as provided above, the covenants and restrictions of the Declaration may be amended only by an instrument duly recorded in the Office of the Register of Deeds of Onslow County, executed by the duly authorized officers of the Association upon the vote of not less than two-thirds (2/3) of the Lot Owners; provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein.

ARTICLE IV

HOMEOWNERS ASSOCIATION

SECTION 1. Formation of Association. The Association is a nonprofit corporation organized pursuant to the Nonprofit Corporation Act of the State of North Carolina for the purpose of establishing an association for the Owners of Lots to (i) own, operate and maintain the Common Areas, (ii) to maintain the Open Space, (iii) to maintain the Limited Common Areas, and (iv) serve as a member of The Preserve at Tidewater, all in accordance with this Declaration, the Association's Articles of Incorporation and Bylaws.

SECTION 2. Membership. Every Lot Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Lot ownership.

SECTION 3. Voting Rights. The Association shall have two classes of voting Membership:

- (a) Class A. Class A members shall be all Owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds and interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.
- (b) Class B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A at the end of the Development Period.

SECTION 4. Government Permits. All duties, obligations, rights and privileges of the Declarant under any water, sewer, storm water, and utility agreements, easements, and permits

for the Project with municipal or governmental agencies or public or private utility companies are at all times the responsibility of the Association.

ARTICLE V

INSURANCE AND BONDS

SECTION 1. Insurance. It shall be the duty of the Association to maintain in effect casualty, property, fidelity, workers compensation, and general liability and Director's and Officer's liability insurance on the Common Areas, Limited Common Areas and Open Space as follows:

- (a) Amount and Scope of Insurance. All insurance policies upon the Common Areas shall be secured by the Board of Directors, or its designee on behalf of the Association which shall obtain such insurance against loss or damage by fire or other hazards normally insured against and such other risks, including public liability insurance, as from time to time shall be customarily required by private institutional mortgage investors for projects similar in construction, location and use as the Project and the improvements thereon for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries, and deaths of persons in connection with the operation. In addition, the association shall secure special form Director's and Officer's liability insurance for at least \$1,000,000.00
- (b) Insurance Provisions. The Board of Directors shall make diligent efforts to insure that said insurance policies provide for the following:
- (1) a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Lot Owners and their employees, agents, tenants and invitees;
 - (2) a waiver by the insurer of its right to repair and reconstruct instead of paying cash;
 - (3) coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty days prior written notice to be named insured and all mortgages;
 - (4) coverage will not be prejudiced by act or neglect of the Lot Owners when said act or neglect is not within the control of the Association or by any failure of the Association to comply with any warrant or condition regarding any portion of the Project over which the Association has no control.

- (5) the master policy on the Common Areas cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Lot Owners;
 - (6) the master policy on the Common areas cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writings that the Board of Directors cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.
- (c) Premiums. All premiums on such insurance policies and any deductibles payable by the Association upon loss shall be a common expense as described in Article VI, Section 4 herein:
- (d) Proceeds. All insurance policies purchased pursuant to these provisions shall provide that all proceeds thereof shall be payable to the Board as insurance trustee or to such attorney-at-law or institution with trust powers s may be approved by the Board of Directors;
- (e) Policies. All insurance policies purchased by the Board of Directors shall be with a company or companies permitted to do business in the State of North Carolina. All insurance policies shall be written for the benefit of the Board of Directors and the Lot Owners and shall provide that all proceeds thereof shall be payable to the Board of Directors. Certificates of insurance shall be obtained and issued by the Association to each mortgagee, if any, upon request of such mortgagee;
- (f) Individual Policies. The insurance coverage for the individual lots and the structure(s) thereon shall be purchased as individual policies under such terms and conditions as the Association may prescribe by the individual lot owners. Lot owners shall also be liable for payment of any claim made against the Association caused solely by the negligent or willful act or behavior of said owner or their guests.
- (g) Distribution of Insurance Proceeds. Proceeds of insurance policy for the Common Areas shall be distributed to or for the befit of the beneficial owners in the following manner:
- (1) All reasonable expenses of the insurance trustee shall be paid or provision made thereof;
 - (2) The remaining proceeds shall be used to defray the cost of repairs for the damage or reconstruction for which the proceeds are paid. Any proceeds remaining after defraying such cost shall be retained by the Association for such common expenses or purposes the Board shall determine.

SECTION 2. Fidelity Bond. The Association shall maintain blanket fidelity bonds for all officers, directors, employees, and all other persons handling or responsible for funds of the Association (provided, however, that if the Association shall delegate some or all of the responsibility for the handling of its funds to a management agent, such fidelity bonds shall be maintained by such management agent for its officers, employees and agents handling or responsible for funds of or administered on behalf of the Association).

ARTICLE VI

COVENANTS FOR ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, by acceptance of a deed for the Owner's Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association the following assessments (collectively the "Assessments"):

The Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the respective Lot against which the assessments are made. Each such Assessment, together with interest costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

SECTION 2. Annual Assessments. The Board of Directors shall adopt a proposed annual budget at least 90 days before the beginning of each fiscal year. Within 30 days after adoption of the proposed budget, the Board of Directors shall provide all of the Lot Owners a summary of the budget and notice of a meeting to consider its ratification including a statement that the budget may be ratified without a quorum. The budget is ratified unless, at the meeting, a majority of all the Lot Owners in the Association rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Lot Owners shall be continued until such a time as the Lot Owners ratify a subsequent budget proposed by the adopted Board of Directors. The annual assessment for each Lot shall be established based on the annual budget thus adopted; provided, however, that the first Annual Assessment shall be set by the Declarant prior to the conveyance of the first Lot to an Owner. The due date for payment shall be established by the Board of Directors. The Board of Directors shall have the authority to require the assessments to be paid in periodic installments.

The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 3. Special Assessments. In addition to the Annual Assessments authorized above, the Board of Directors may levy, in any assessment year, a Special Assessment applicable to the year only for capital improvements must be approved by the affirmative vote, written consent, or any combination thereof, of fifty-one percent (51%) of the Class "A" Members present at a meeting in person or by proxy who will be subject to such Special Assessment. Special Assessments shall be allocated equally among all Lots subject to such Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

SECTION 4. Insurance Assessments. All premiums on insurance policies purchased by the Board of Directors or its designee and any deductibles payable by the Association upon loss shall be a common expense, and the Association may in any assessment year levy against the Owners equally an "Insurance Assessment", in addition to the Annual Assessments, which shall be in an amount sufficient to pay the annual cost of all such deductibles and insurance premiums not included as a component of the Annual Assessment.

SECTION 5. Rate of Assessment. The Association may differentiate in the amount of Assessments charged when a reasonable basis for distinction exists, such as between vacant Lots of record with completed dwellings for which certificates of occupancy have been issued by the appropriate governmental authority, or when any other substantial difference as a ground of distinction exists between Lots. However, Assessments must be fixed at a uniform rate for all Lots similarly situated.

SECTION 6. Working Capital Assessments. The Association is authorized to charge an amount equal to three months of the monthly amount of HOA dues, and initially not to exceed \$250.00, in advance to be collected from each initial purchaser of a Lot(s) from the Declarant as a working capital assessment. Such amounts paid for working capital are not to be considered as advance payment of the annual or any other assessments or a reserve fund contribution. Working Capital Assessments amounts may be adjusted by the Board of Directors at its sole discretion.

SECTION 7. Commencement of Assessments. Assessments for each Lot shall commence upon the date of acceptance by an Owner of a deed from Declarant. Declarant has the right to waive assessments for a Featured Builder for a specific period of time.

SECTION 8. Declarant Obligation for Assessments. Declarant shall not be required to pay assessments on any lots or property owned by it, however, the declarant shall be responsible to cover any budget shortfall which is defined as the difference between the actual expenses of the Association less Lot Owner assessments.

SECTION 9. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment or installment thereof not paid within (30) days after the due date shall bear interest from the due date at the highest rate allowable by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability of the Assessments

provided for herein by non-use of the Common Area or abandonment of his Lot. All unpaid installment payments of Assessments shall become immediately due and payable if an Owner fails to pay any installment within the time permitted. The Association may also establish and collect late fees for delinquent installments.

SECTION 10. Lien for Assessments. The Association may file a lien against a Lot when any Assessment levied against said Lot remains unpaid for a period of 30 days or longer.

- a) The lien shall constitute a lien against the Lot when and after the claim of lien is filed of record in the office of the Clerk of the Superior Court of the county in which the Lot is located. The Association may foreclose the claim of lien in the like manner as a mortgage on real estate under power of sale of Article 2A of chapters 45 of the General Statutes. Fees, charges, late charges, fines, interest, and other charges imposed pursuant to Sections 47F-3-102; 47F-3-107 and 47F-3-115 of the Act are enforceable as Assessments.
- b) The lien under this section shall be prior to all liens and encumbrances on a Lot except (i) liens and encumbrances (specifically including, but not limited to, a mortgage or deed of trust on the Lot) recorded before the docketing of the claim of lien in the office of Clerk of Superior Court, and (ii) liens for real estate taxes and other governmental assessments and charges against the Lot.
- c) Any judgment, decree, or order in any action brought under this section shall include costs and reasonable attorney's fees for the prevailing party.
- d) Where the holder of a first mortgage or deed of trust of record, or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of first mortgage or first deed of trust, such purchaser and its heirs, successors and assigns shall not be liable for the Assessments against the Lot which became due prior to the acquisition of title to the Lot by such purchaser. The unpaid Assessments shall be deemed to be common Expenses collectible from all the Lot Owners including such purchaser, its heirs, successors and assigns.
- e) A claim of lien shall set forth the name and address of the Association, the name of the record Owner of the Lot, and the amount of the lien claimed.

ARTICLE VII

ARCHITECTURAL REVIEW

SECTION 1. Committee Established. The Association shall at times have as a standing Committee an Architectural Review Committee, consisting of one or more person, no more than five (5) people. Each Committee member is appointed by, and serves at the pleasure of, the Board, unless the Board from time to time constitutes itself as the Committee. The Board from time to time may designate alternate members, to serve in the absence of any regular member. Absent Board action to the contrary, the Board is deemed to have constituted itself as the Committee. Committee members need not be Directors nor Lot Owners. No Committee member is entitled to compensation for services performed; but the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds. Any Committee action may be taken by a simple majority of its members, with or without a formal meeting or joint deliberation, so long as each member is informed in advance of the action proposed.

The Architectural Review Committee may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the committee in having any application reviewed by architects, engineers or other professionals. The Committee may establish and charge additional reasonable fees such as a refundable construction bond and a non-refundable road impact fee.

SECTION 2. Developer's Rights. All duties and responsibilities conferred upon the Architectural Review Committee by this Declaration or the By-Laws of the Association shall be exercised and performed by the declarant or its Designee, so long as the Declarant shall own any lot in The Preserve at Tidewater or any additions annexed thereto by Supplemental Declaration or Amendment.

SECTION 3. Committee Authority. The Committee has full authority to regulate the exterior appearance of the lots to: (i) assure harmony of external design and location in relation to surrounding buildings and topography; and (ii) to protect and conserve the value and desirability of the Properties as a residential community. The power to regulate includes the power to prohibit those exterior uses, structures, conditions, or activities inconsistent with the provisions of this Declaration or otherwise contrary to the best interests of all Owners in maintaining the value and desirability of the Properties as a residential community.

SECTION 4. Committee Approval. No building, improvement, structure, addition, pool and play structures, landscaping, attachment, condition, excavation, alteration, or change (including any color change) may be made, installed, maintained, restored, or permitted to remain on or to the exterior of any Lot, unless made, installed, maintained or restored, as the case may be, substantially in compliance with plans and specifications reviewed and approved by the

Committee in advance. Notwithstanding the foregoing, the Committee's approval is not required for (i) interior areas of a building, (ii) restoration of any previously approved building, structure, or other item that is substantially identical in all respects to the original work, as approved, or (iii) for any item that is concealed from view by improvements, structures, fencing, vegetation, or other items previously approved or installed.

SECTION 5. Objective Standards. In addition to any other express standard that may be provided by this Declaration, all actions by the Committee must: (i) assure harmony of external design, materials, and location in relation to surrounding building and topography within the properties; and (ii) protect and conserve the value and desirability of the Properties as a residential community; and (iii) not conflict with the maintaining the value and desirability of the Properties as a residential community.

SECTION 6. Rules and Regulations. The Committee from time to time may adopt and amend reasonable, uniform rules and regulations as to all matters within the scope of its authority, including procedural matters, so long as such rules and regulations are (i) consistent with the provisions of the Legal Documents; and (ii) if the Board has not constituted itself as the Committee, approved by the Board before taking effect. Rules and regulations adopted pursuant to this section have the same force and effect as the Association's other rules and regulations and are enforced by the Board in the name of the Association.

SECTION 7. Design Guidelines. The Committee shall adopt the Design Guidelines prior to closing on the first Unit and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; the Committee is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive. The Committee shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Property

SECTION 8. Subjective Judgment. In addition to complying with the objective standards of this Declaration, Declarant specifically intends that the Committee members exercise an informed, subjective aesthetic judgment as to any matters within the Committee's authority that is conclusive and binding upon any person affected, absent bad faith, mistake, or deliberate intentional discrimination that cannot be justified on any rational basis. Without limitation, and in recognition of the fact that each Lot is unique, no Committee action with respect to any particular Lot necessarily is of any precedential value with respect to any other Lot. Specifically, the fact that the Committee may have approved or denied a particular installation, condition, activity, or item with respect to any particular Lot does not, by itself, constitute grounds for requiring such approval or denial with respect to any other Lot. Each application for Committee action must be evaluated on its own merits, with the Committee exercising the broadest discretionary judgment that is consistent with the requirements of this Declaration.

SECTION 9. Review. The Board from time to time may appoint one or more persons to make preliminary review of any applications to the Committee and report such applications with such person's advisory recommendations for Committee action. If the Board has not constituted itself as the Committee, provision must be made for review by the Board of the Committee decisions at the request of the applicant, subject to reasonable limitations and procedures as the board considers appropriate. The Association's procedure for review and enforcement of the provisions of this Article in all events and at all times must provide any affected person with reasonable advance notice and a reasonable opportunity to be heard in person and through appropriate representatives of such person's choosing in a reasonably impartial manner.

SECTION 10. Notice of Action. No suit, proceeding, or other action to enforce the provisions of this Article may be commenced or continued, nor may any of the provisions of this Article be enforced, against any person who acquires any interest in a Lot without actual knowledge that a building or other structure (including walls and fencing) was installed, maintained, or restored, as the case may be, in violation of the requirements of this Article unless such, suit, action, or other proceeding is commenced within one year after such building or other structure was substantially complete and a lis pendens or other notice of the pendency of such action is recorded within such time period. No such action may be commenced, continued or otherwise enforced against any purchaser or creditor who acquires an interest in, or a lien upon, any Lot for value, other than pre-existing indebtedness, and without actual knowledge of any such violation if such purchaser or creditor obtained a statement under penalty of perjury from the applicable Owner that no violation existed on such Lot at the time value was given or paid. Upon payment of any reasonable uniform charge that the Association, from time to time may impose to defray its costs, the Association within ten days after request will issue an appropriate certificate of compliance or noncompliance, as the case may be, with the provisions of this Article that is binding and conclusive as to the information it sets forth upon both the Association and any person without actual knowledge to the contrary.

SECTION 11. Developer Action. Notwithstanding any provision of this Article, no Committee approval is required for any residential dwelling or any its appurtenances constructed or authorized by Declarant on any Lot, so long as it otherwise conforms to the applicable requirements of this Declaration. The foregoing exemption is for the exclusive benefit of a Declarant and may not be extended by Declarant to any builder or any Homeowner other than Declarant.

SECTION 12. Hold Harmless. The Declarant, Association, Managing Agent, and Architectural Review Committee do not warrant and make no representations regarding the quality of any building, improvement, structure, addition, landscaping, attachment, condition, excavation, alteration, or change located upon any lot. All owners hereby hold harmless the Declarant, Association, or Architectural Review Committee from any and all damages that may result from the installation, construction, maintenance or the like with regards to any improvements or additions.

SECTION 13. Featured Builder(s). Declarant reserves the exclusive right to designate certain builders as Featured Builders. All Featured home builders are independently owned and operated companies. To qualify as a Featured Builder, a builder must satisfy certain criteria and requirements established by the Declarant or, after transition to the ARC. The designation of any builder as a Featured Builder and the criteria and requirement established by the Declarant, its successors or assigns, or ARC for a builder to qualify as a Featured Builder are solely for the Declarant's protection and benefit and are not intended to, and shall not be construed to, benefit any lot owners or any other party whatsoever. Declarant makes no representation, express or implied, to any lot owner or any other party whatsoever with regard to the Featured Builders, including, without limitation, a Featured Builder's performance or ability to perform, solvency or financial status, compliance with applicable laws and regulations, use of construction substances and materials and performance pursuant to any or other reasonable standard of performance. Neither the Declarant nor any real estate broker is responsible in any manner for the performance of the obligations of Featured Build chosen by a lot owner, who shall look solely to the builder for enforcement of any claims for nonperformance, breach of warranty or any other material matter relating to the construction of the lot owner's home.

Each Owner acknowledges and agrees that Featured Builders are not agents or employees of Declarant, the Association, or their respective agents, assigns, or employees. The Association, Declarant, and their respective agents or assigns, or employees shall not be held liable to any Person for any loss, damage, or injury resulting from any decision, action, inaction, negligence, contractual breach, tort, or work performance of any Featured Builder.

ARTICLE VIII

USE RESTRICTIONS AND MAINTENANCE

SECTION 1. Use Restrictions.

a) Commencement of Construction. Purchaser(s) or their successors and assigns, of lot(s) must obtain a permit to construct a residence upon said lot(s) and commence construction within one year of the recordation of deed of conveyance for said lot(s) from Declarant. If Purchaser does not commence construction, Declarant retains the right to purchase any lot(s) from the original Grantee prior to such lots being offered for sale at the original price between Declarant and Purchaser. A variance to this requirement may be obtained if the Purchaser and Declarant agree as part of the purchase and sale agreement between the parties and with the consent of the Association that the Purchaser is intending to hold the lot in anticipation of retirement at which time the Purchaser intends to build a house on the lot.

b) Land Use and Building Type. No Lot shall be used for any purpose except for residential purposes unless specifically enumerated upon plat of The Preserve at Tidewater. All numbered Lots are restricted for construction of dwellings in accordance with the plat of The Preserve at Tidewater.

c) Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, nor device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or other nature as may diminish or destroy the enjoyment of other Lots by the Owner thereof. It shall be the responsibility of each Owner to prevent any unclean, unsightly or unkempt condition of buildings or grounds on the Owner's Lot which would tend to decrease the beauty of the neighborhood as a whole or the specific area.

d) Temporary Structures. No structure of a temporary character, trailer, basement, tent, garage, barn, or any other outbuilding shall be used on any Lot any time either temporarily or permanently without the consent of the Association or its designee; provided, however, that this shall not prevent the Declarant, its designees or assigns from maintaining a construction trailer or office on any part of the Project until the construction of dwellings on all Lots and improvements are completed.

e) Vehicles/Boats/Etc. no camper trailer, motor or mobile homes, tractor/trailer, or similar type vehicle, bicycles, scooters, toys or other personal articles shall be permitted to remain on any Lot or on any street at any time unless they are stored out of sight of adjoining properties and streets. No inoperable vehicle or vehicle without current registration and insurances will be permitted on any lot on any street. The Association shall have right to have all such vehicles towed away at the Owner's expense.

No repairs to any vehicle may be made on the streets or in driveways, but only in a garage or other areas not visible to the street. No vehicle belonging to an Owner or to a member of the family or guest, tenant, or employee of an Owner shall be parked in such a manner as to impede or prevent ready access to another Owner's lot. The Owners, their employees, agents, visitors, licensees and the Owner's family will obey the parking regulation posted on the private streets and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Owners.

f) Animals. No animals, livestock, poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are not allowed to run free, are at all times kept properly leashed or under the control of their Owner and do not become a nuisance to the neighborhood. Pet Owners shall be

responsible to immediately and properly dispose of any pet waste on individual lots, common areas and roadways.

g) Nuisances. No Owner shall make or permit any noises that will disturb or annoy the occupants of any of the lots in the development or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners.

h) Statuary, TV Satellite Dishes and Outside Antennas. No yard statuary, yard art, or TV satellite signal receiving dishes are permitted on any lot and no outside radio or television shall be erected on any Lot or dwelling unless and until permission for the same has been granted by the Board of Directors of the Association or its Architectural Review Committee; provided, however, satellite dishes not over eighteen (18) inches in diameter which cannot be seen from the street are permitted.

i) Construction in Any Future Common Area. No person shall undertake, cause or allow alteration or construction in or upon any portion of future Common Areas except at the direction or with the express written consent of the Association or as permitted by this Declaration.

j) Subdividing. Subject to any rights reserved to the Declarant herein, no lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Declarant during the Development Period and thereafter by the Board of Directors of the Association. The Owner requesting subdivision shall pay all expenses.

k) Trash. Each Owner shall keep such Owner's lot in a good state of preservation and cleanliness and shall not sweep or throw or permit anything to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. All garbage and refuse from the lots shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board of Managers/Directors may direct. All trash cans must be kept from view from the street except on trash pickup days. Trash cans must be removed from the street within 24 hours of trash pickup.

l) Christmas Decorations. Christmas decorations may only be exhibited between November 20 and January 7 of the following year.

m) Flags. No flags shall be flown upon any lot or common area in the subdivision with exception of the flag of the State of North Carolina and the flag of the United States of America. No flags of any kind may be displayed upon vertical flag poles. No flag may be displayed larger than 4'x6'.

n) Political Signs. No political signs may be displayed upon any common areas or individual lots within the subdivision.

o) Flags/Speech. The rights of Owners and occupants to display on their Lots flags, political signs, signs and symbols of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods in individually owned property shall not be abridged; provided, however, the Board may adopt reasonable time, place, size and manner of display restrictions regulating flags, political signs, signs and symbols which are visible from outside the Lots.

p) Damage Liability. Any damage to buildings, recreational facilities, or other common areas or equipment caused by Owners, their children or their guests shall be repaired at the expense of the Owner.

q) Amendment and Revocation. Any consent or approval given under these community rules by the Board of Directors shall be revocable at any time. These Community Rules may be added to or repealed at any time by the Board of Directors.

SECTION 2. Maintenance. To the extent the association is not obligated to provide maintenance pursuant to this Declaration, each Lot Owner shall keep his Lot in compliance with the Community Wide Standard including, but not limited to, free from weeds, underbrush or refuse piles, or unsightly growth or objects. Each Lot Owner is responsible to maintain his sewer system from his home to the sewer tie-in box, including the lateral sewer line and grinder pump. In the event the Owner fails to do so, then after thirty days' notice from the Architectural Review Committee, the Association or its designee may enter upon the Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, and in such event a lien shall arise and be created in favor of the full amount of the cost thereof chargeable to the Owner's Lot, including collection cost and such amounts shall be due and payable within thirty (30) days after the Owner is billed therefore. Such lien shall be enforceable by Court proceedings as provided by law for enforcement of liens. In the event that any maintenance activities are necessitated to any future Common areas by the willful act or passive negligence of any Owner, his family, guest, invitees or tenants and the cost of such maintenance, repair or other activity is not fully covered by insurance, then, at the sole discretion of the Board of Directors of the Association, the cost of the same shall be the personal obligation of the Owner and, if not paid to the Association upon demand, may be added to the annual assessment levied against said Owner's Lot and shall become a lien against the Lot.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1. Wetlands Restrictions. All conveyances of Property subject to this Declaration shall also be subject to the restrictions imposed upon the real estate depicted on that certain Master Plan recorded in Plat Book 69, Page 12, Onslow County Registry by the **Wetland and Buffer Regulation Compliance Addendum, a copy of which is attached hereto marked Exhibit A, by the General Permit issued by the U. S. Army Corps of Engineers, Action Id. SAW-2005-00817, a copy of which is attached hereto marked Exhibit B1, and by the Modified Approval of 401 Water Quality Certification with Additional Conditions issued by the North Carolina Department of Environmental Quality, DWR # 05 2220 V4 Onslow County, a copy of which is attached hereto marked Exhibit B2, all of which are incorporated herein as if fully set forth in this paragraph.**

SECTION 2. Stormwater Management. All conveyances of Property subject to this Declaration shall be subject to the State of North Carolina **Stormwater Management Permit Number SW8 051146 as issued by the Division of Water Quality under NCAC 2H.1000, a copy of which is attached hereto marked Exhibit C and incorporated herein as if fully set forth in this paragraph.**

The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.

All Lot Owners shall be responsible to ensure continued compliance with the rules and regulations with regards to their individually owned property.

Responsibility to ensure continued compliance with the above referenced permit shall transfer to the Association once Declarant has conveyed fifty percent (50%) of the Lots initially owned by Declarant.

SECTION 3. Rights of Institutional Note Holders. Any institutional holder of a first lien on a Lot will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the Association within ninety (90) day following the end of the fiscal year, (c) receive written notice of all meetings of the Association and right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the Project or the Property securing its loan, (e) receive written notice of any sixty-day (60) delinquency in the payment of assessments or charges owed by any Owner of any property which is security for the loan, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, (g)

receive written notice of any proposed action that requires the consent of a specified percentage of mortgage holders, and (h) be furnished with a copy of any master insurance policy.

SECTION 4. Utility Service. Declarant reserves the right to subject the Property to contracts for the installation of utilities, cable TV and street lighting, which may require an initial payment and/or a containing monthly payment by the Owner of each Lot. Each Lot Owner will be required to pay for any water connections, sewer connections, the installation, maintenance, repair and replacement of a grinder pump and pipes or lines connected to the main sewage treatment collection lines, impact fees or other utility service to the Lots. In the alternative, the Developer may collect such connection, impact and other fees, charges directly from the Lot Owners. All Lot Owners shall be required, for the household purposed, to use water and sewer supplied by the companies/governmental units servicing the project. Separate water systems for outside irrigation and other outdoor uses shall not be permitted without the consent of the Declarant or the Association.

The sewer system designed for the Property is a Low Pressure System that is connected to the private utility company system owned and operated by Pluris. **The system has been installed and approved for operation by North Carolina Department of Environmental and Natural Resources (NCDENR), Permit No. WQ0029938 Modification, more specifically described on Exhibit F, which is incorporated herein as if fully set forth in this paragraph.** In order for the system to function properly each new home will be outfitted with a grinder pump, which must be maintained by each Owner in accordance with the specifications provided by the manufacturer and the Association. Any violation of the maintenance specifications or replacing the grinder pump with an unauthorized replacement may severely compromise the proper operation of the entire sewer system and will be subject to fines and potentially damage claims for system-wide repair.

SECTION 5. Severability. Invalidation of any one of these covenant or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 6. Lots Subject to Declaration/Enforcement. All present and future Owners, tenants and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with the provisions of the Declaration, and as the Declaration may be amended from time to time. The Acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such Owner, tenant or occupant. The covenants and restrictions of this declaration shall inure to the benefit of and be enforceable (by proceedings at law or in equity) by the Association, or by the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having any Lot, as though such provisions were made a part of each and every deed of conveyance or lease, for a term of twenty(20) years from the date this Declaration is recorder, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated by the lot Owners. Failure by the Association or by an Owner to enforce any covenant or

situation or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 7. Liability of Declarant. The affirmative vote of no less than two-thirds (2/3) of all votes entitled to be cast by the Association Members shall be required in order for the Association to (1) file a complaint, on account of an act or omission of the Declarant, with any governmental agency which has regulatory or judicial authority over the Project or any part thereof; or (2) assert a claim or sue the Declarant.

SECTION 8. Right of First Refusal. Declarant retains the right of first refusal to purchase any vacant lot offered for sale within twelve (12) months of initial transfer for an amount equal to the purchase price of the initial sale.

ARTICLE X

FUTURE DEVELOPMENT

SECTION 1. Developer may, from time to time, without the assent of any other entity, annex to and make part of the Subdivision any other real property which Developer now owns or later acquired (the "Additional Property"), upon such terms and conditions and subject to covenant and restrictions, as the Developer, in its sole discretion, shall deem reasonable and appropriate.

SECTION 2. Each such annexation of Additional Property shall become effective upon the recording of an amendment to this Declaration, duly executed by the developer, specifically describing the Additional Property annexed to the subdivision, and setting forth the terms and conditions upon which such Additional Property is annexed to the subdivision and the covenants and restrictions to which such Additional Property shall be subject.

SECTION 3. Declarant may construct additional features or modify plans of proposed features within the Common Areas, Limited Common Areas and Open Spaces without approval of the Association.

ARTICLE XI

Former Sewer Treatment Plant

SECTION 1. Septic Fields shall revert to Declarant. Any area that is designated as a septic field or proposed septic field or is used as a septic field for an offsite Lot, shall revert to the Declarant upon the availability of Public Sewer Service, which must be utilized by all Lots and Lot Owners. Upon reversion, Declarant may sell such former Septic Fields as Lots. Declarant, at its sole discretion, may reject to receive such reversion.

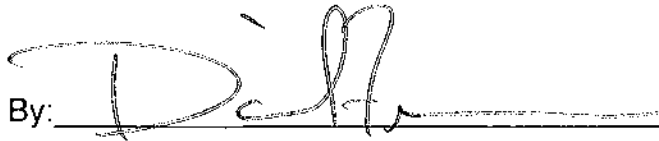
ARTICLE XII

STREET DISCLOSURE

The streets designated as Private Streets within the subdivision have been constructed in accordance with the terms of that certain **Street Disclosure Addendum attached hereto marked Exhibit D and incorporated herein as if fully set forth in this paragraph.**

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

Alligator Bay Development, LLC, a Delaware Limited Liability Company

By: 

Daniel J. Freeman, Manager

Contra Costa County, State of California

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: May 11, 2016 

Printed Name: Trevor Brown Notary Public

My commission expires: April 16, 2019

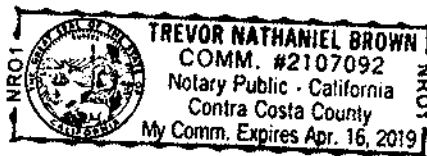


Exhibit A

Wetland Buffer Regulation Compliance Addendum

In accordance with Title 15 A NCAC 2H.500, the following Deed Notification shall be recorded in Onslow County Registry prior to the conveyance of lots. Said Deed Notification shall apply to the herein named subdivision and those lot numbers as shown on plans titled The Preserve at Tidewater prepared by GeoInnovation, PC dated 09/30/13.

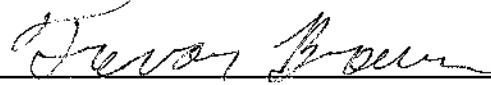
"The U.S Army Corps of Engineers (Corps) determined that portions of this development include waters of the United States. Property owners of land containing these waters, which includes wetlands, must comply with the permitting requirements of Section 404 of the Clean Water Act; whereby any discharge of dredged or fill material into these waters may require prior approval from Corps. Failure to obtain prior approval, when required may result in a federal enforcement action. The intent of this provision is to prevent additional and/or unauthorized impacts of waters of the U.S. associated with this development; moreover, property owners should not assume that any future request for a Corps permit would be approved. This covenant is to run with the land and shall be binding on all parties and all persons claiming under them."

Alligator Bay Development, LLC, a Delaware Limited Liability Corporation

By:  (SEAL)
Daniel J. Freeman, Manager

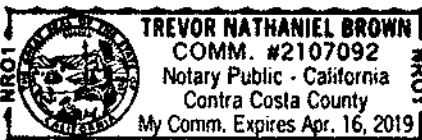
Contra Costa County, State of California

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated:

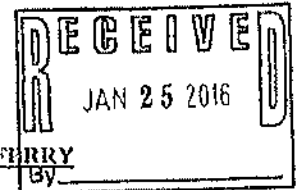
Date: May 10, 2016 

Printed Name: Trevor Brown Notary Public

My Commission Expires: April 16th, 2019



**U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT**



Action Id. SAW-2005-00817 County: Onslow U.S.G.S. Quad: NC-SNEADS FERRY
By _____

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Permittee: Alligator Bay Associates, LLC
Attn: Mr. Byron Saintsing, Principal Office
Smith Debnam Narron Drake Saintsing & Myers, LLP
Address: 4601 Six Forks Road, Suite 400
Raleigh, NC 27609

Permittee: Alligator Bay Associates, LLC
Attn: Mr. Daniel Freeman
Address: 3675 Mt. Diablo Boulevard
Lafayette, CA 94549

Exhibit B-1

Agent: Southern Environmental Group, Inc.
Attn: Mr. David Syster
5315 South College Road, Suite E
Wilmington, NC 28412

Size (acres) 382.6
Nearest Waterway Onslow Bay
USGS HUC 03020302

Nearest Town Sneads Ferry
River Basin New River
Coordinates Latitude: 34.5213822224377
Longitude: -77.4048947359885

Location description: The project area is located along the southside of Chadwick Acres Road, southeast of Old Folkstone Road, in adjacent wetlands and tributaries to Alligator Bay, south of the community of Sneads Ferry, Onslow County, North Carolina.

Description of projects area and activity: This verification clarifies and updates the restoration plan associated with the after the fact authorization issued on July 2, 2014 by this office. The aforementioned after the fact authorization remains valid with all original conditions through March 18, 2017. Again this verification is meant to clarify additional restoration that must be complete to maintain permit compliance.

Applicable Law: Section 404 (Clean Water Act, 33 USC 1344)
 Section 10 (Rivers and Harbors Act, 33 USC 403)

Authorization: Regional General Permit Number or Nationwide Permit Number: NW 29
SEE ATTACHED RGP or NWP GENERAL, REGIONAL AND SPECIAL CONDITIONS

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the attached conditions and your submitted application and attached information dated September 30, 2015. Any violation of the attached conditions or deviation from your submitted plans may subject the permittee to a stop work order, a restoration order, a Class I administrative penalty, and/or appropriate legal action.

This verification will remain valid until the expiration date identified below unless the nationwide authorization is modified, suspended or revoked. If, prior to the expiration date identified below, the nationwide permit authorization is reissued and/or modified, this verification will remain valid until the expiration date identified below, provided it complies with all requirements of the modified nationwide permit. If the nationwide permit authorization expires or is suspended, revoked, or is modified, such that the activity would no longer comply with the terms and conditions of the nationwide permit, activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon the nationwide permit, will remain authorized provided the activity is completed within twelve months of the date of the nationwide permit's expiration, modification or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend or revoke the authorization.

Activities subject to Section 404 (as indicated above) may also require an individual Section 401 Water Quality Certification. You should contact the NC Division of Water Quality (telephone 919-807-6300) to determine Section 401 requirements.

For activities occurring within the twenty coastal counties subject to regulation under the Coastal Area Management Act (CAMA), prior to beginning work you must contact the N.C. Division of Coastal Management in Morehead City, NC, at (252) 808-2808.

This Department of the Army verification does not relieve the permittee of the responsibility to obtain any other required Federal, State or local approvals/permits.

If there are any questions regarding this verification, any of the conditions of the Permit, or the Corps of Engineers regulatory program, please contact Brad Shaver at 910-251-4611 or Brad.E.Shaver@usace.army.mil.

Corps Regulatory Official: Brad Shaver Date: November 23, 2015
Expiration Date of Verification: March 18, 2017

Determination of Jurisdiction:

- A. Based on preliminary information, there appear to be waters of the US including wetlands within the above described project area. This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331).
- B. There are Navigable Waters of the United States within the above described project area subject to the permit requirements of Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act. Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- C. There are waters of the US and/or wetlands within the above described project area subject to the permit requirements of Section 404 of the Clean Water Act (CWA)(33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- D. The jurisdictional areas within the above described project area have been identified under a previous action. Please reference jurisdictional determination issued 3/4/2014. Action ID: **SAW-2005-00817**.

Remarks: See attached special conditions addressing restoration sites.

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete our customer Satisfaction Survey online at <http://regulatory.usacesurvey.com/>.

Copy furnished:

NCDEQ-DWR attn.: Ms. Joanne Steenhuis 127 Cardinal Drive Extension Wilmington, NC 28405

SAY-2005-00817
Page 1 of 2

SPECIAL CONDITIONS
Tidewater on the Bay

Resolution of Unauthorized Impacts

1. The Permittee shall complete the on-site restoration and as described in the attached "30 September 2015 Alligator Bay Wetland Restoration Plan", prepared by Focus Realty Services, Inc. and Southern Environmental Group, Inc.(SEGI), with the following modifications:
 - a) Within 120 days from the issue date of this verification, the permittee must return the nine (9) identified wetland restoration areas to original grade and contour; according to an interoffice memo sent by the Corps to SEGI the wetland restoration was required at sediment basins numbered, A, C, F, G, H, J, K, L, and N1.
 - b) Within 120 days from the issuance date of this verification the aforementioned nine restoration sites as well sediment basin sites D1, D2, and B1 should be seeded with an appropriate wetland seed mix.

It is recommended that this same area be replanted with native shrub species to reduce the recovery time to the original mixed bay/pine wetland system.
 - c) Within 120 days from the issuance date of this verification, sediment basin D2 should be disked before seeding to address noted compaction during an earlier site visit.
 - d) Within 120 days of the issue date of this verification, the permittee must contact the U.S. Army Corps of Engineers, Wilmington District Regulatory Division and schedule a post-restoration site inspection.
 - e) The permittee must perform annual monitoring of each of the restoration areas for a minimum of five (5) consecutive years, and/or until the Corps deems the restoration successful. The annual monitoring should include at minimum:
 - Photographs of the site before restoration as a baseline.
 - Photographs of the site during the growing season.
 - Brief narrative of site conditions.
 - A description of soil conditions.
 - The names/type/percentage of vegetative cover.
 - A description of hydraulic indicators present.
 - Wetland data sheets.
 - A description of any contingency measures taken or recommended.

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- f) The permittee must submit annual monitoring reports to the U.S. Army Corps of Engineers, Wilmington District Regulatory Division by the 31st of May for each consecutive year of monitoring, with the first annual report due by May 31, 2016.
- g) If, after 5 consecutive years of monitoring, the Corps concludes that a restoration area is not successful, the permittee will be required to submit a site remediation plan or an alternative resolution proposal to the Corps for consideration.
- h) Successful restoration of the subject areas to be graded, filled, and/or planted with appropriate seed mix or native shrubs, as outlined in the attached Restoration Plan, shall be determined successful when the following criteria have been met:
 - a. A vegetative cover that is comprised of 100% or more suitable native wetland plant species typically found in pocosin and/or pine flatwood ecosystems.
 - b. A hydroperiod or sufficient water table that is typically associated with pocosins and pine flatwood systems.
 - Specifically, each restoration site shall experience saturated and/or inundated conditions no less than 3 out of 12 months/year, during normal years.

Bud E. Hawk
11/23/2015

Action ID Number: SAW-2005-00817 County: Onslow

Permittee: Alligator Bay Associates, LLC

Project Name: ALLIGATOR BAY/ Preserve at Tidewater / Tidewater on the Bay/Colorado Coastal Development Company/Focus Realty

Date Verification Issued: November 23, 2015

Project Manager: Brad Shaver

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

US ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT
Attn: Brad Shaver
69 Darlington Ave
Wilmington, NC 28403

Please note that your permitted activity is subject to a compliance inspection by a U. S. Army Corps of Engineers representative. Failure to comply with any terms or conditions of this authorization may result in the Corps suspending, modifying or revoking the authorization and/or issuing a Class I administrative penalty, or initiating other appropriate legal action.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and condition of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

Alligator Bay
Wetland Restoration Plan
USACOE Action ID#: 200500817

Prepared for:

Mr. Brad Shaver
Project Manager, Regulatory Division
U.S. Army Corps of Engineers, Wilmington District
69 Darlington Avenue
Wilmington, North Carolina 28403

Prepared By:

Mr. Cristian Streeter
Focus Realty Services, Inc.
3675 Mount Diablo Boulevard, #350
Lafayette, CA 94549

Southern Environmental Group, Inc.
5315 South College Road, Suite E
Wilmington, NC 28412
(910) 452-2711

30 September 2015

Introduction

Southern Environmental Group, Inc. (SEGi), on behalf of Focus Realty Services, Inc., herein referred to as the "Client", is submitting this proposed restoration plan to address the concerns of the U.S. Army Corps of Engineers (COE). The areas of concern are within wetlands and waters of the United States located in the Alligator Bay Subdivision located off of Chadwick Acres Road, Sencads Ferry, Onslow County, N.C.

Background

Colorado Coastal Development, the previous owners of the property, designed, permitted, and installed the roadways within Alligator Bay. They were issued a Nationwide Permit (NWP) 39 to fill 0.429-acre of 404 wetlands and 0.059 acres isolated wetlands for the development of a subdivision. The permitted impact areas were comprised of culverted road crossings, and fill to allow construction of roads.

The contractor tasked with the installation of the sediment and erosion control devices proposed in the approved stormwater plan, failed to take into consideration the previously verified wetland limits, and subsequently impacted wetlands during construction of many of the sediment traps. These impacts include such disturbances as excavation of wetland material and deposition of fill material within wetlands and waters of the U.S. (see attached impact Map).

Site Conditions

Soils

Soil types mapped within the vicinity of the impacts are Pactolus fine sand and Wando fine sand. According to the Soil Survey of Onslow County, North Carolina¹, the Pactolus series consists of moderately well drained and somewhat poorly drained soils on uplands and stream terraces. Included with this soil in mapping are small areas of Wando and Leon soils.

The Wando series is an excessively drained soil found on undulating areas on uplands. Most areas are 10-25 feet above sea level. Included with this soil in mapping are small areas of the moderately well drained Pactolus soils in narrow drainways, the poorly drained Muckalee soils in narrow drainageways, and scattered small areas of Alpin and Kureb soils.

The majority of the soils within the delineated wetlands, and in the regions of the impacts, appear to correspond with the soils mapping and their corresponding soil inclusions.

Vegetation

The wetlands that these sediment ponds and swales drain to can be characterized as pocosin wetland or riverine swamp forest using the N.C. Wetland Assessment Method (NCWAM). These areas are typically comprised of vegetation including pond pine (*Pinus serotina*), swamp gum (*Nyssa aquatica*), red maple (*Acer rubrum*), tulip poplar (*Liriodendron tulipifera*), loblolly bay (*Gordonia lasianthus*), red bay (*Persea palustris*), sweet bay (*Magnolia virginiana*), swamp cyrilla (*Cyrilla racemiflora*), tall gallberry (*Ilex coriacea*), highbush blueberry (*Vaccinium corymbosum*), fedder bush (*Lyonia lucida*), cinnamon fern (*Osmunda cinnamomea*), and laurel-leaved greenbriar (*Smilax laurifolia*). Marginal areas of these wetland types typically contain vegetation more frequently encountered in uplands such as long leaf pine (*Pinus palustris*), loblolly pine (*Pinus taeda*), bracken fern (*Pteridium aquilinum*), wire grass (*Aristida stricta*), and creeping blueberry (*Vaccinium crassifolium*).

¹ Soil Survey of Onslow County, North Carolina, issued 1992

Hydrology

The hydrologic regime of the areas impacted and the surrounding wetland/upland matrix consists of primarily of precipitation driven sheet flow. The extreme interiors of the wetland areas approaching the marsh bordering Alligator Bay are affected by tides to a small degree.

Proposed Restoration Activity

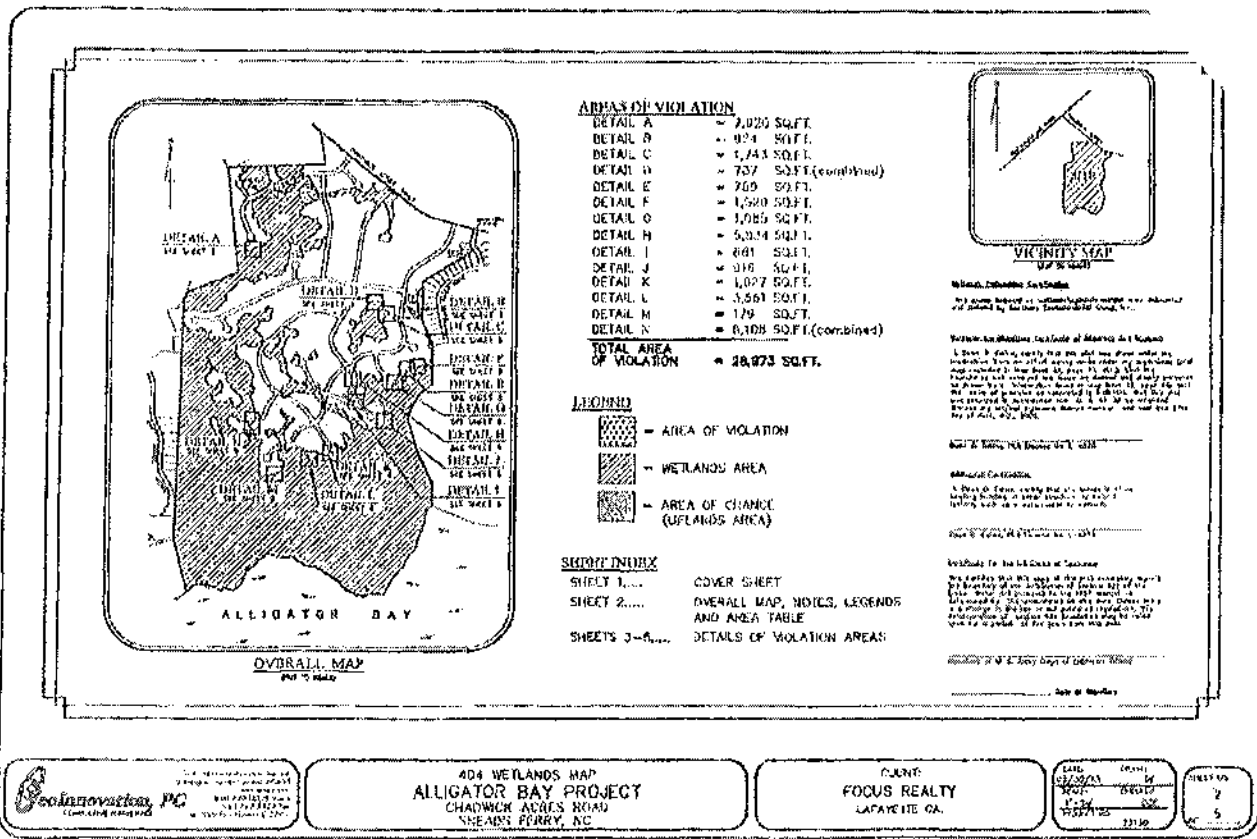
There are 17 impact areas associated with stormwater structures within areas designated wetlands by the COE that are the focus of this report. Site work to remove all fill material placed within wetlands was completed at the end of July, 2014. See table below for details and the attached map for Sediment Basin detail.

Restoration of the above areas will involve filling/grading nine (9) areas to bring the current elevation to preconstruction grade and in line with surrounding wetlands. One (1) area is required to be disked, in order to aerate the soil and improve vegetative growth. Twelve (12) of the sites will require seeding with a wetland seed mix. A trackhoe, and when required, an off road dump truck, will be utilized to execute this work. If no suitable organic material can be salvaged from the immediate area, suitable material will be located from one of the many upland spoil sites within the property.

Sediment Basin ID	Fill/Grading	Discing	Seeding
A	Yes	No	Yes
C	Yes	No	Yes
F	Yes	No	Yes
G	Yes	No	Yes
H	Yes	No	Yes
J	Yes	No	Yes
K	Yes	No	Yes
L	Yes	No	Yes
N1	Yes	No	Yes
D1	No	No	Yes
D2	No	Yes	Yes
B1	No	No	Yes
I	No	No	No
M	No	No	No
N2	No	No	No
E	No	No	No
B2	No	No	No

Monitoring and Success Criteria

The client is proposing an annual qualitative monitoring program for the restoration areas, to be carried out over a period of 3 years. The restoration areas will be periodically observed to assure that they are stabilizing properly, and remaining stable, and that they are being colonized by hydrophytic woody and herbaceous vegetation to a degree that the area would satisfy the vegetative criteria set forth in the 1987 COE Delineation Manual, and the Atlantic and Gulf Coastal Plain Supplement to the 1987 Manual. Hydrology will also be noted during the site visits, to assure that the sites are meeting the hydrologic criteria set forth in the 1987 COE Delineation Manual and Atlantic and Gulf Coast Plain Supplement.



<p>Geoinnovation, PC CONSULTING ENGINEERS</p>	<p>404 WETLANDS MAP ALLIGATOR BAY PROJECT CHADWICK AVENUE ROAD NEEDS FERRY, NC</p>	<p>COUNTY: FOCUS REALTY LAFAYETTE, GA.</p>	<p>DATE: 02/20/23</p>	<p>SCALE: 1" = 100'</p>	<p>SHEET NO: 2</p>
			<p>DATE: 02/20/23</p>	<p>SCALE: 1" = 100'</p>	<p>SHEET NO: 5</p>

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS

North Carolina Department of Environmental Quality

DEC 14 2015

Pat McCrory
Governor

Donald R. van der Vaart
Secretary

November 24, 2015

DWR # 05 2220 V4
Onslow County

Exhibit B-2

Alligator Bay Associates, LLC
Attn: Dan Freeman
3675 Mt. Diablo Blvd.
Lafayette, CA 94549

Subject: MODIFIED APPROVAL OF 401 WATER QUALITY CERTIFICATION WITH ADDITIONAL CONDITIONS
Tidewater on the Bay (Formerly Alligator Bay) Subdivision, Sneads Ferry

Dear Mr. Freeman:

This Certification supersedes and replaces the previous certification dated April 25, 2014. You have our approval for the impacts listed below for the purpose described in your After-the-Fact Pre-construction Application (PCN) dated September 30, 2015, received by the Division of Water Resources (Division) October 20, 2015 and subsequent information received by the Wilmington Regional Office on November 20, 2015. These impacts are covered by the enclosed Water Quality General Certification Number 3890 (GC3890) and the conditions listed below. This certification is associated with the use of Nationwide Permit Number 29 once it is issued to you by the U.S. Army Corps of Engineers. Please note that you should get any other federal, state or local permits before proceeding with your project, including those required by (but not limited to) Sediment and Erosion Control, Non-Discharge, and Water Supply Watershed regulations.

This approval requires you to follow the conditions listed in the enclosed certification(s) or general permit and the following additional conditions:

1. Impacts Approved

The following impacts are hereby approved as long as all of the other specific and general conditions of this Certification (or Isolated Wetland Permit) are met. {15A NCAC 02B .0506(b)(c) No other impacts are approved including incidental impacts:

Division of Water Resources - Wilmington Regional Office
127 Cardinal Dr, Ext., Wilmington, NC 28405
Phone (910) 798-7215 Internet www.ncdenr.gov

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Alligator Bay Associates, LLC
 Attn: Dan Freeman
 DWR Permit # 20052220 V4
 November 24, 2015
 Page 2 of 7

Type of Impact	Amount Approved (units) Permanent	Amount Approved (units) Temporary	Plan Location Or Reference
	Stream	39 linear feet	
404/401 Wetlands		N/A acres	
A	0.026 ac (1,147.23 sf)		Wetlands Impact Area A
B	0.151 ac (6,556.1 sf)		Wetlands Impact Area B
C	0.025 ac (1,101.3 sf)		Wetlands Impact Area C
D	0.015 ac (649.37 sf)		Wetlands Impact Area D
E	0.064 ac (2,785.5 sf)		Wetlands Impact Area E
F	0.031 ac (1,366.9 sf)		Wetlands Impact Area F & G
G	0.027 ac (1,162.67 sf)		Wetlands Impact Area F & G
H	0.056 ac (2,436.98 sf)		Wetlands Impact Area H
I	0.010 ac (450.87 sf)		Wetlands Impact Area I
J	0.006 ac (277.82 sf)		Wetlands Impact Area J
K	0.001 ac (38.4 sf)		Wetlands Impact Area K & L
L	0.003 ac (114.71 sf)		Wetlands Impact Area K & L
M	0.027 ac (1,189.0 sf)		Wetlands Impact Area M
N	0.046 ac (1,985.0 sf)		Wetlands Impact Area N
Total Impacts	0.488 ac (21,261.85)		(attached)
Coastal Wetlands	N/A acres	N/A acres	
Open Waters	N/A acres	N/A acres	

2. This approval is for the purpose and design described in your application. The plans and specifications for this project are incorporated by reference and are an enforceable part of the Certification. If you change your project, you must notify the Division and you may be required to submit a new application package with the appropriate fee. If the property is sold, the new owner must be given a copy of this Certification and is responsible for complying with all conditions. Any new owner must notify the Division and request the Certification be issued in their name. [15A NCAC 02H .0501 and .0502]
3. **Turbidity Standard**
 The turbidity standard of 25 NTUs (Nephelometric Turbidity Units) shall not be exceeded as described in 15A NCAC 2B .0221. Appropriate sediment and erosion control practices must be used to meet this standard. Turbidity curtains shall be used as appropriate. **Please notify this Office if any turbidity issues arise at 910.796.7215**
4. **Wetland Boundary Identification**
 The wetland boundary must be clearly identified within 50 feet of the project corridor as depicted on the jurisdictional determination map signed by the US Army Corps of Engineers. All wetlands, streams, surface waters, and riparian buffers located within 50 feet of the construction area on the project site shall be clearly marked (example- orange fabric fencing) prior to any land disturbing activities and must be maintained on the property until the project phase is completed. [15A NCAC 02H .0506 (b)(2) and (c)(2) and 15A NCAC 02H .0507 (c)] These boundaries must be maintained until

Alligator Bay Associates, LLC
 Attn: Dan Freeman
 DWR Permit # 20052220 V4
 November 24, 2015
 Page 3 of 7

the project is completed and released by the NC Division of Energy, Mineral and Land Resources (DEMRLR).

5. Any final construction plans for this project must include or reference the application and plans approved by the Division under this authorization letter and certification. The applicant will also be required to evaluate all acquired permits to assure that they are consistent and all relative impacts are accounted for and shown on the construction plans. [15A NCAC 02H .0502 (b) and 15A NCAC 02H .0506 (4)] **The applicant shall require his contractors (and/or agents) to comply with all of the terms of this Certification, and shall provide each of its contractors (and/or agents) a copy of this Certification.** Documentation via letter or e-mail must be provided to the Division prior to the start of construction confirming that the construction drawings are consistent with the permitted drawings. If the drawings are not consistent, the applicant is required to notify the Division, c/o Joanne Steenhuis Wilmington Regional Office and address the inconsistencies prior to working in wetlands.
6. The project shall comply with 15A NCAC 02T .0301 and all other State, Federal and local sewer system regulations. [15A NCAC 02T .0301]
7. Restoration of Previously Unauthorized Impacts as described in the September 30, 2015 "Alligator Bay Restoration Plan" prepared by Focus Realty Services, Inc. and Southern Environmental Group, Inc. (SEGI) with the following modifications:

Within 120 days of the issuance of the 404 Permit, the permittee shall:

- a. Restore the 9 identified wetland restoration areas to original grade and contour consistent with the adjacent wetland grade, according to the interoffice memo sent by the Corps to SEGI, the wetland restoration was required at sediment basins # A, C, F, G, H, J, K, L, and N1.
- b. Within 120 days from the issuance of the 404 permit, the nine restoration sites as well as sediment basin sites D1, D2 and B1 should be seeded with appropriate wetland seed mix.
- c. Within 120 days of the issuance of the 404 permit, sediment basin D2 should be disked before seeding to address noted compaction during a site inspection by the Corps.
- d. Within 120 days of the issuance of the 404 permit, the permittee must contact the US Army Corps of Engineers, to schedule a post-restoration site inspection.
- e. The permittee must perform annual monitoring of each of the restoration areas for a minimum of five (5) consecutive years, and/or until the Corps deems the restoration successful. The annual monitoring should include at the minimum:
 - A brief narrative of the site conditions.
 - Photographs of the site before the restoration as a baseline.
 - Photographs of the site during the growing season.
 - A description of the soil conditions;
 - The names/types/percentage of vegetative cover.
 - A description of hydrologic indicators present.
 - Wetland data sheets
 - A description of any contingency measures taken or recommended.

Alligator Bay Associates, LLC
 Attn: Dan Freeman
 DWR Permit # 20052220 V4
 November 24, 2015
 Page 4 of 7

8. Annual Monitoring

The permittee must submit annual monitoring reports to the Division of Water Resources (DWR) by the 31st of May for each consecutive year of monitoring, with the first annual report due by May 31, 2016. One copy needs to be sent to the Wilmington Regional Office: NCDEQ –DWR 127 Cardinal Drive Extension Wilmington, NC 28405 and a second copy needs to be sent to NCDEQ – 401 Wetlands & Buffers Permitting Unit Attn: Jennifer Burdette 1617 Mail Service Center Raleigh, NC 27699-1617.

9. Successful restoration of the subject areas to be graded, filled, and/or planted with the appropriate seed mix or native shrubs, as outlined in the Restoration Plan (in file), shall be determined successful when the following criteria have been met:

- a. A vegetative cover that is comprised of 100% or more of suitable native wetland plant species typically found in a pocosin and/or pine flatwood system.
- b. A hydroperiod or sufficient water table that is typically associated with pocosins and pine flatwood systems. Specifically, each restoration site shall experience saturated and/or inundated conditions no less than 3 out of 12 months/year, during normal years.

10. Additional Minimization

During the event of the restoration, if the permittee reviews the plans and finds that additional minimization can be done (ex. Riprap in areas where it is not needed), please confirm with the engineer. These areas may be restored as well. 15A NCAC 02H.0506(b)

11. All mechanized equipment operated near surface waters or wetlands will be regularly inspected and maintained to prevent contamination of waters and wetlands from fuels, lubricants, hydraulic fluids or other potential toxic chemicals. In the event of a hydrocarbon or chemical spill, the permittee/contractor shall immediately contact the Division of Water Quality, between the hours of 8 am to 5 pm at the Wilmington Regional Office at 910.796.7215 and after hours and on weekends call (800) 858-0368. Management of such spills shall comply with provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act. [15A NCAC 02H .0506 (b)(3) and (c)(3), 15A NCAC 02B .0200 (3)(f), and GS 143 Article 21A].

12. Fueling, lubrication and general equipment maintenance should not take place within 50 feet of a waterbody or wetlands to prevent contamination by fuel and oils. [15A NCAC 02H .0506 (b)(3) and (c)(3) and 15A NCAC 02B .0200 (3)(f)].

13. The applicant/permittee and their authorized agents shall conduct all activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with 303(d) of the Clean Water Act), and any other appropriate requirements of State and Federal law. If the Division determines that such standards or laws are not being met, including failure to sustain a designated or achieved use, or that State or Federal law is being violated, or that further conditions are necessary to assure compliance, then the Division may reevaluate and modify this General Water Quality Certification. The applicant/permittee shall require its contractors (and/or agents) to comply with all of the terms of this Certification, and shall provide each of its contractors (and/or agents) a copy of this Certification. A copy of this Certification shall be included in the construction contract and available on the job site at all times.

Alligator Bay Associates, LLC
 Attn: Dan Freeman
 DWR Permit # 20052220 V4
 November 24, 2015
 Page 5 of 7

14. **As-Builts**

Within 60 days of completion of construction, as-built drawings (either elevation shots or cross-sections), certified by a licensed, professional land surveyor, of the impact area if requested by the Division to demonstrate the impacts to wetlands are within the permitted quantities shall be submitted to both the Division of Water Resources, 401 & Buffer Permitting Unit, 1617 Mail Service Center, Raleigh NC 27699-1617 and to the Wilmington Regional Office 127 Cardinal Drive Ext. Wilmington, NC 28405. [15A NCAC 02H .0507 (c)]

15. Please be aware that by having impacted wetlands and or streams without first applying for and securing the issuance of a 401 Water Quality Certification, you have violated Title 15A of the North Carolina Administrative Code (NCAC) 2H .0500. Title 15A NCAC 2H .0500 requires certifications pursuant to Section 401 of the Clean Water Act whenever construction or operation of facilities will result in a discharge into navigable waters, including wetlands, as described in 33 Code of Federal Regulations (CFR) Part 323. It also states any person desiring issuance of the State certification or coverage under a general certification required by Section 401 of the Federal Water Pollution Control Act shall file with the Director of the North Carolina Division of Water Quality. Pursuant to G.S. 143-215.6A, these violations and any future violations are subject to a civil penalty assessment of up to a maximum of \$25,000.00 per day for each violation. [15A NCAC 2H .0500]

16. **Culvert Installation**

All work in or adjacent to stream waters shall be conducted in a dry work area. Approved BMP measures from the most current version of NCDOT Construction and Maintenance Activities manual (http://www.ncdot.org/doh/operations/BMP_manual/download/BMP_Manual.pdf) such as sandbags, rock berms, cofferdams and other diversion structures shall be used to prevent excavation in flowing water.

Culverts required for this project shall be installed in such a manner that the original stream profiles are not altered. Existing stream dimensions (including the cross section dimensions, pattern, and longitudinal profile) must be maintained above and below locations of each culvert. Culverts shall be designed and installed to allow for aquatic life movement as well as to prevent head cutting of the streams. If any of the existing pipes are or become perched, the appropriate stream grade shall be re-established or, if the pipes are installed in a perched manner, the pipes shall be removed and re-installed correctly.

The applicant is required to provide evidence that the equilibrium shall be maintained if requested in writing by the Division. Culverts shall be placed so that the opening(s) match the natural stream channel wherever possible. Bank-full flows (or less) shall be accommodated through maintenance of the existing bank-full channel. Additional culverts shall be allowed only to receive flows exceeding bank-full. The low flow pipes should be aligned with the deepest part of the stream channel, so that flow is maintained during low flow conditions. **Field adjustments of the culvert placements may be necessary to correctly install the culverts.**

The establishment of native, woody vegetation and other soft stream bank stabilization techniques must be used where practicable instead of rip rap or other bank hardening methods. If rip-rap is necessary, it shall not be placed in the stream bed, unless specifically approved by the Division of Water Quality. All approved rip-rap shall be appropriately keyed in and only placed in wetland and

Alligator Bay Associates, LLC
 Attn: Dan Freeman
 DWR Permit # 20052220 v4
 November 24, 2015
 Page 6 of 7

stream areas that have permitted impacts. **PLEASE refer to conditions 13 – 17 of General Certification 3890.**

17. **This General Certification shall expire on the same day as the expiration date of the corresponding Nationwide Permit.** The conditions in effect on the date of issuance of the Certification for a specific project shall remain in effect for the life of the project, regardless of the expiration of this Certification.
18. **Deed Notification/Mitigation**
A recorded copy of the deed notifications or restrictive covenants (if required by the USACE) for the remaining wetlands on the property shall be included with the Certification of Completion (see Condition #20 in GC 3890). Any mitigation required by the USACE must also be complied with.
19. **Certificate of Completion**
 The applicant and/or authorized agent shall provide a completed Certificate of Completion Form to the DWR 401 & Buffer Permitting Unit within ten days of project completion (available at: <http://portal.ncdenr.org/web/wa/swp/ws/401/certsandpermits/apply/forms>). [15A NCAC 02H .0502(f)]
20. This certification grants permission to the director, an authorized representative of the Director, or DENR staff, upon the presentation of proper credentials, to enter the property during normal business hours. [15A NCAC 02H .0502(e)]

This approval and its conditions are final and binding unless contested.

This Certification can be contested as provided in Articles 3 and 4 of General Statute 150B by filing a written petition for an administrative hearing to the Office of Administrative Hearings (hereby known as OAH). A petition form may be obtained from the OAH at <http://www.ncoah.com/> or by calling the OAH Clerk's Office at (919) 431-3000 for information.

Within sixty (60) calendar days of receipt of this notice, a petition must be filed with the OAH. A petition is considered filed when the original and one (1) copy along with any applicable OAH filing fee is received in the OAH during normal office hours (Monday through Friday between 8:00 am and 5:00 pm, excluding official state holidays).

The petition may be faxed to the OAH at (919) 431-3100, provided the original and one copy of the petition along with any applicable OAH filing fee is received by the OAH within five (5) business days following the faxed transmission.

Mailing address for the OAH:

If sending via US Postal Service:
 Office of Administrative Hearings
 6714 Mail Service Center
 Raleigh, NC 27699-6714

If sending via delivery service (UPS, FedEx, etc):
 Office of Administrative Hearings
 1711 New Hope Church Road
 Raleigh, NC 27609-6285

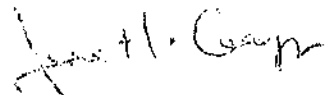
Alligator Bay Associates, LLC
Attn: Dan Freeman
DWR Permit # 20052220 V4
November 24, 2015
Page 7 of 7

One (1) copy of the petition must also be served to DEQ:

Sam M. Hayes, General Counsel
Department of Environmental Quality
1601 Mail Service Center
Raleigh, NC 27699-1601

This letter completes the review of the Division of Water Resources under Section 401 of the Clean Water Act as described in 15A NCAC 2H .0500. If you have any questions, please contact Joanne Steenhuis in the DWR Wilmington Regional Office at 910.796.7306 or Joanne.Steenhuis@ncdenr.gov.

Sincerely,

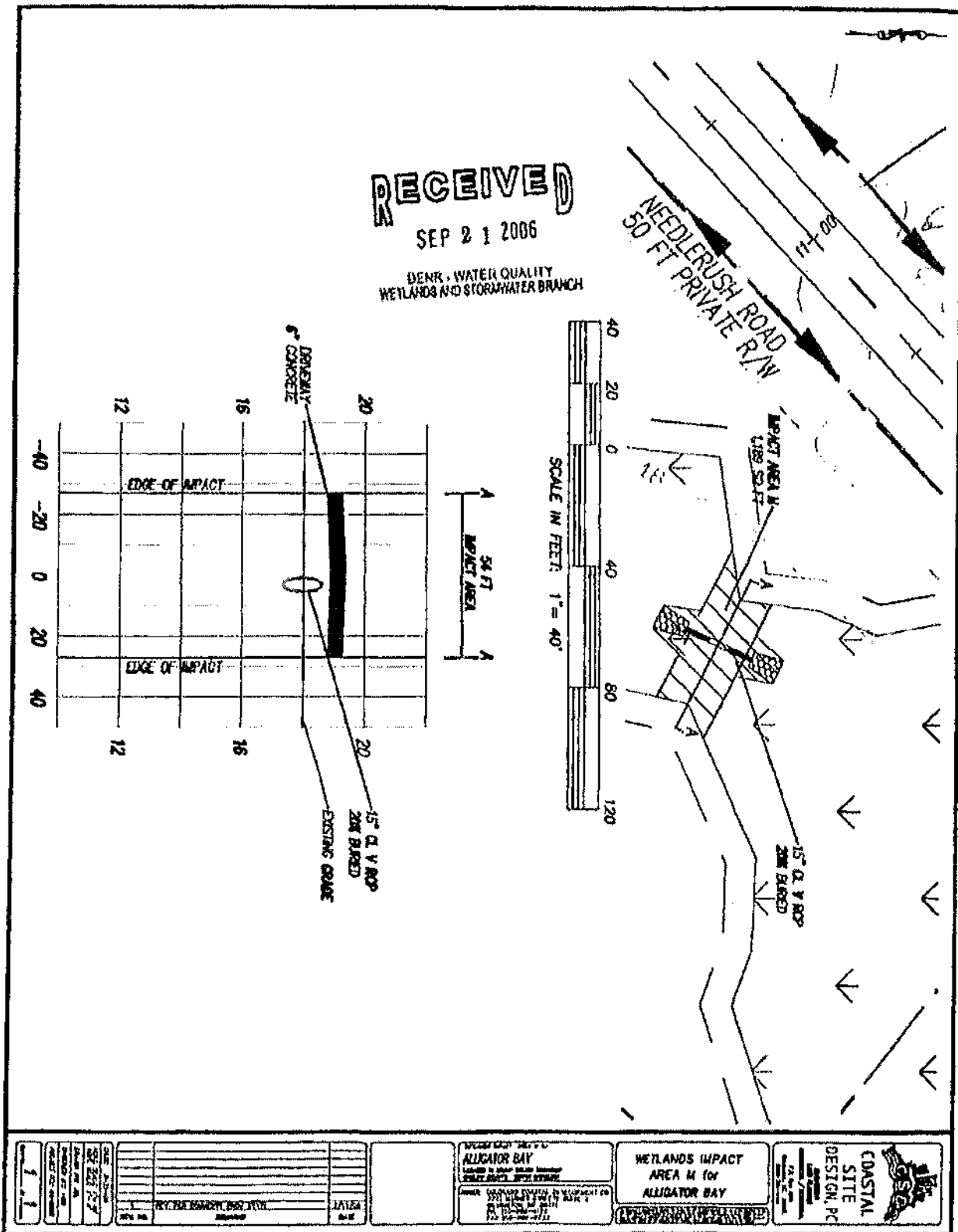


Jim Gregson, Regional Supervisor
Water Quality Regional Operations Section
Wilmington Regional Office
Division of Water Resources, NCDEQ

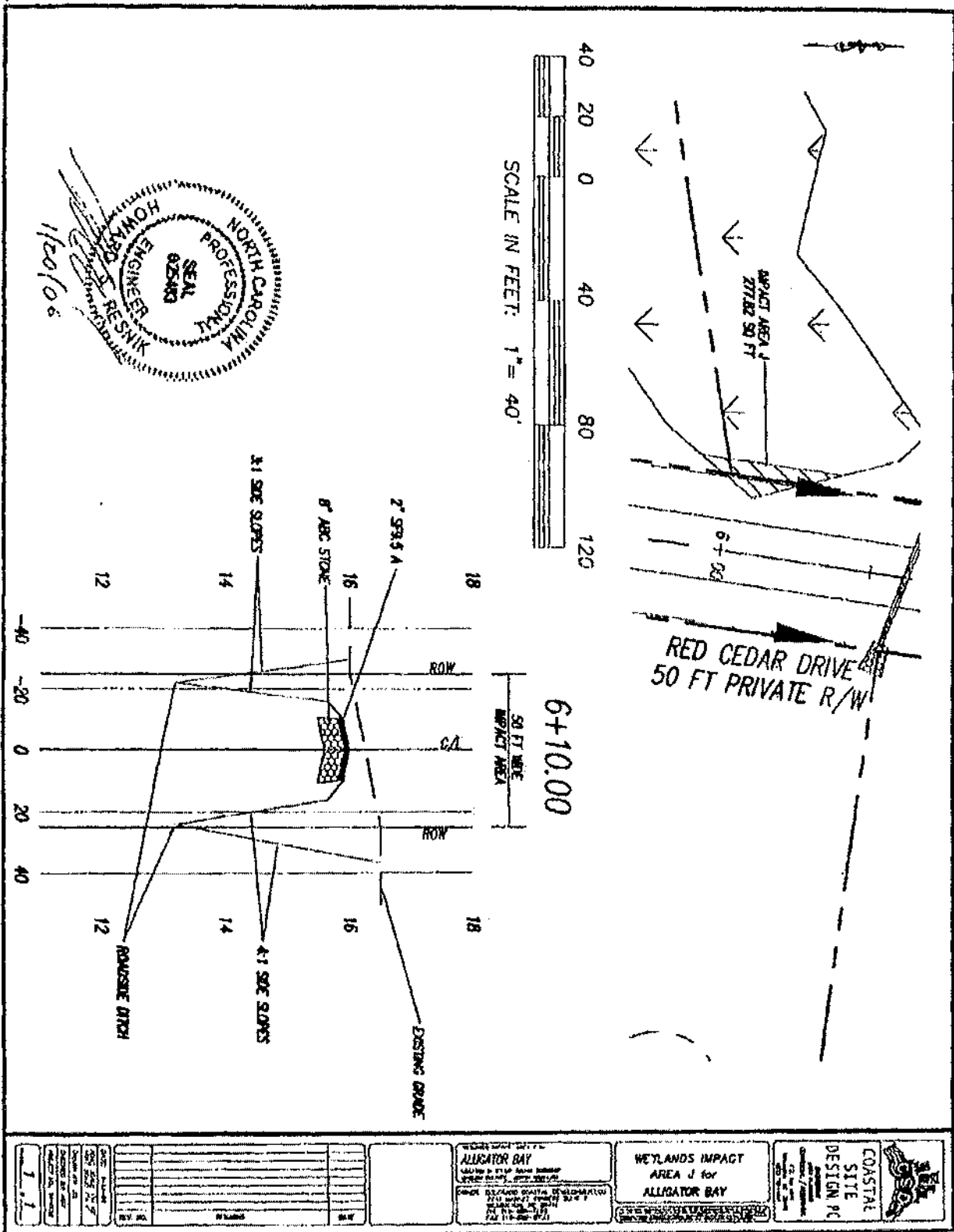
Attachments

Enclosures: GC 3890
Certificate of Completion

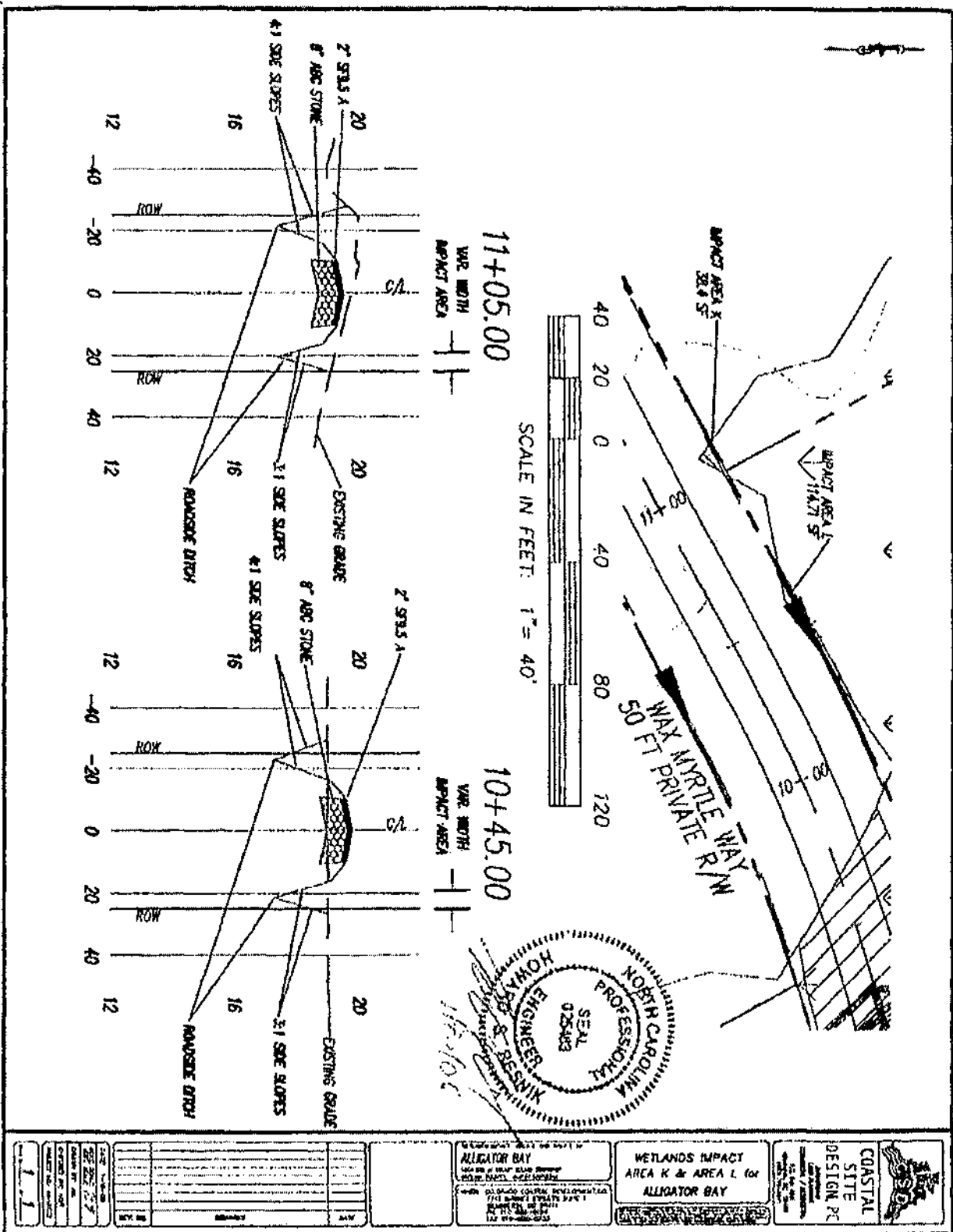
cc: David Syster – SEG1 – electronic copy
Brad Shaver - USACE Wilmington Regulatory Field Office –electronic copy
Courtney Spears – DCM Morehead city – electronic copy
Jennifer Burdette – 401 & Buffers Permitting Unit
WIRO



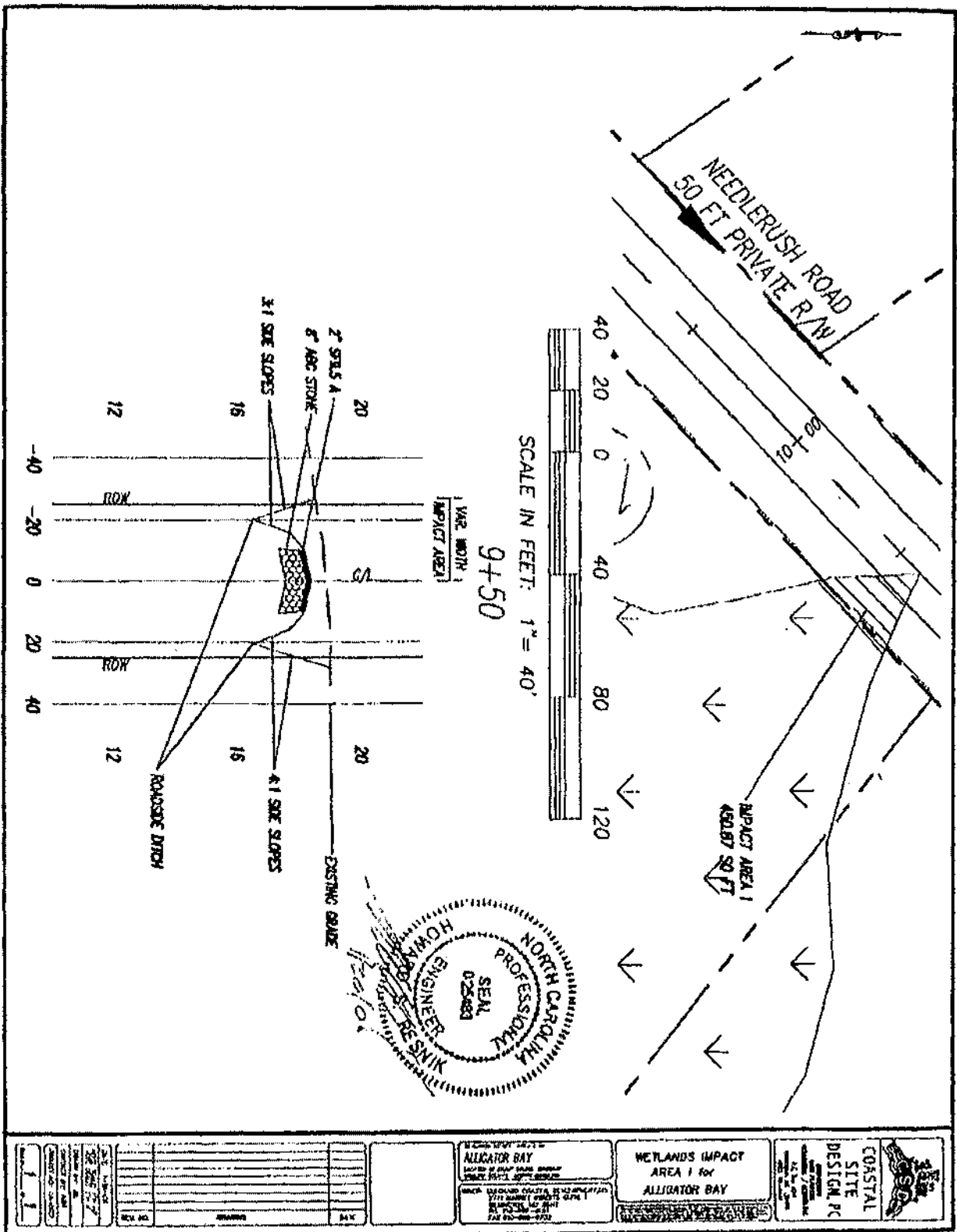
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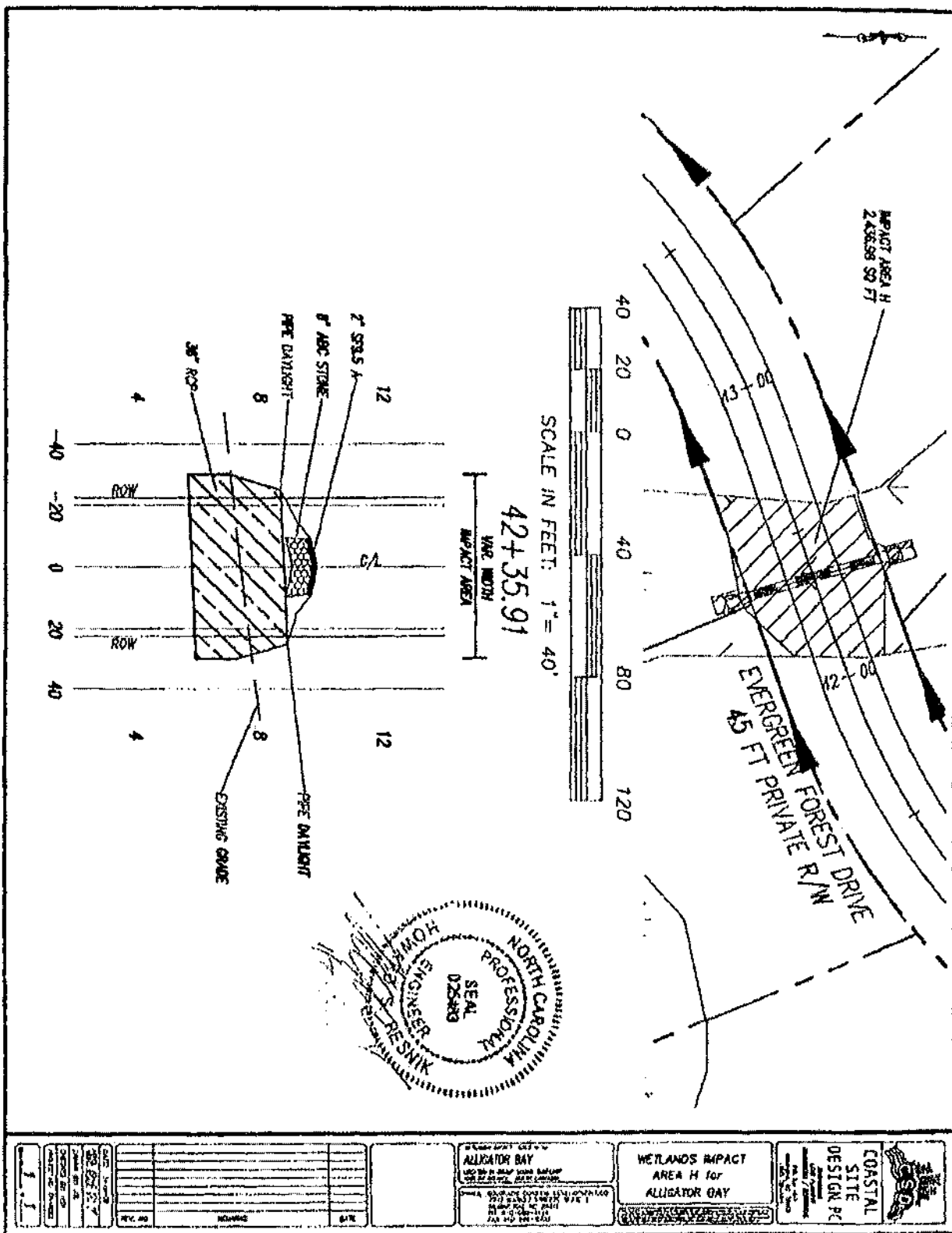
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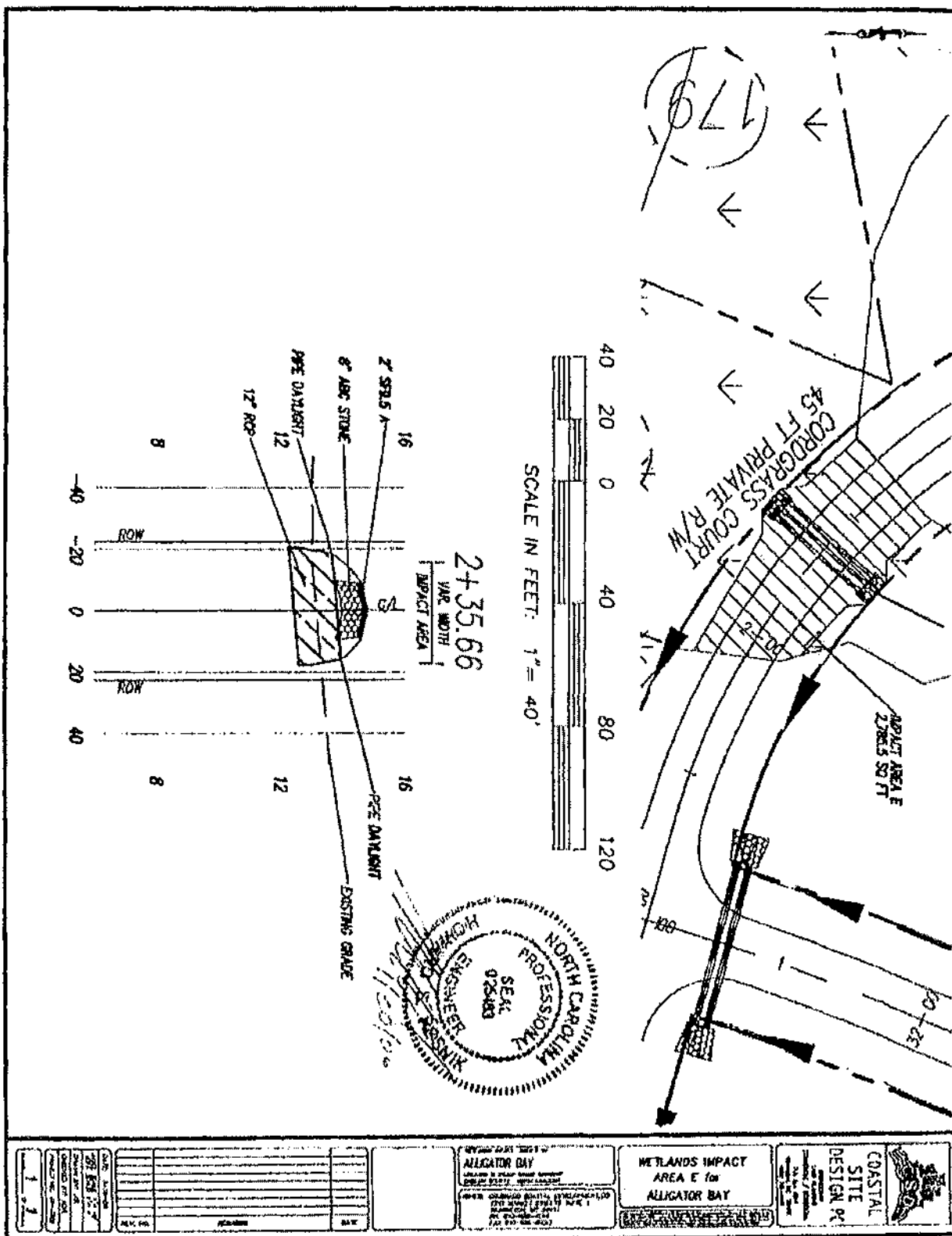
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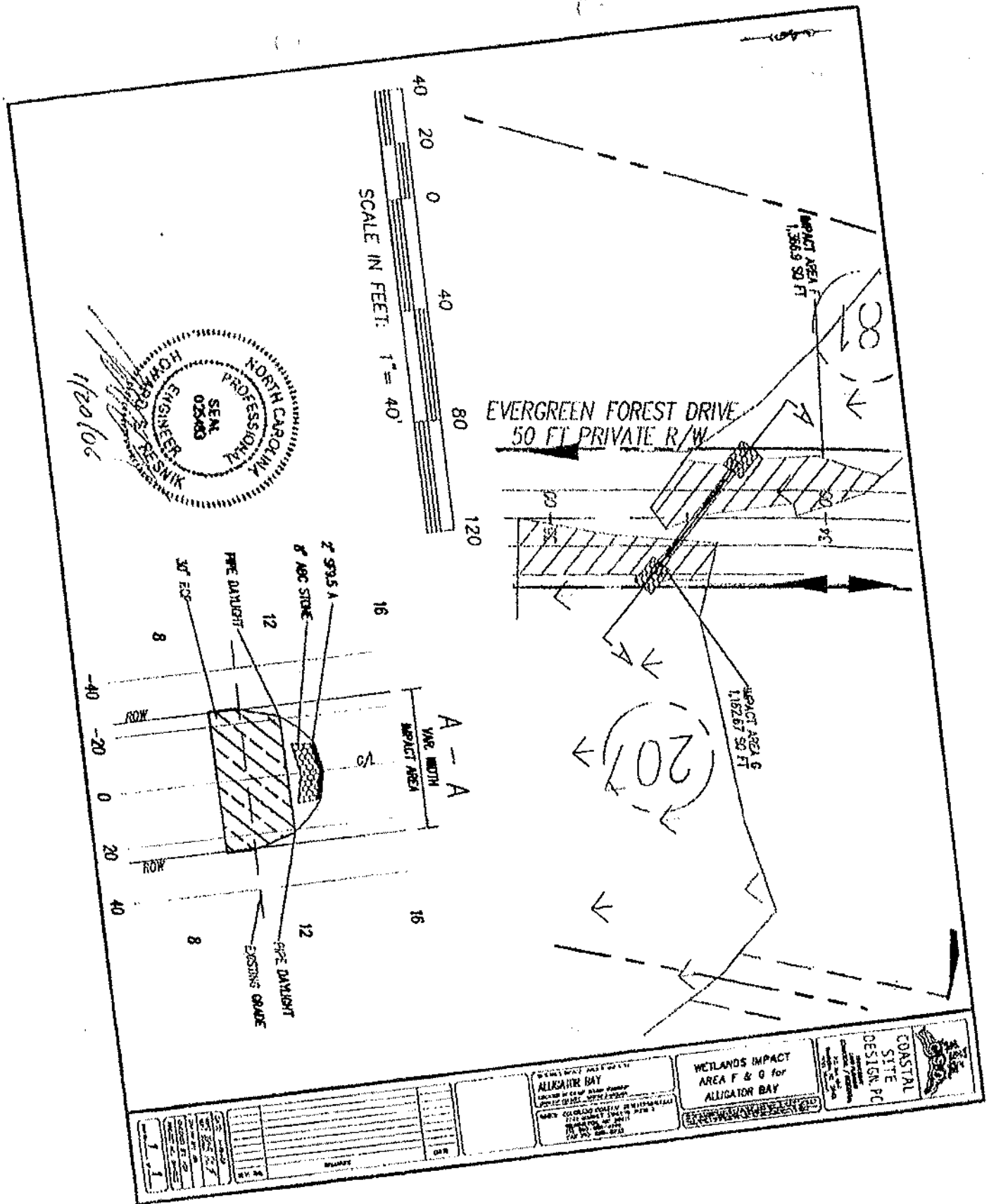
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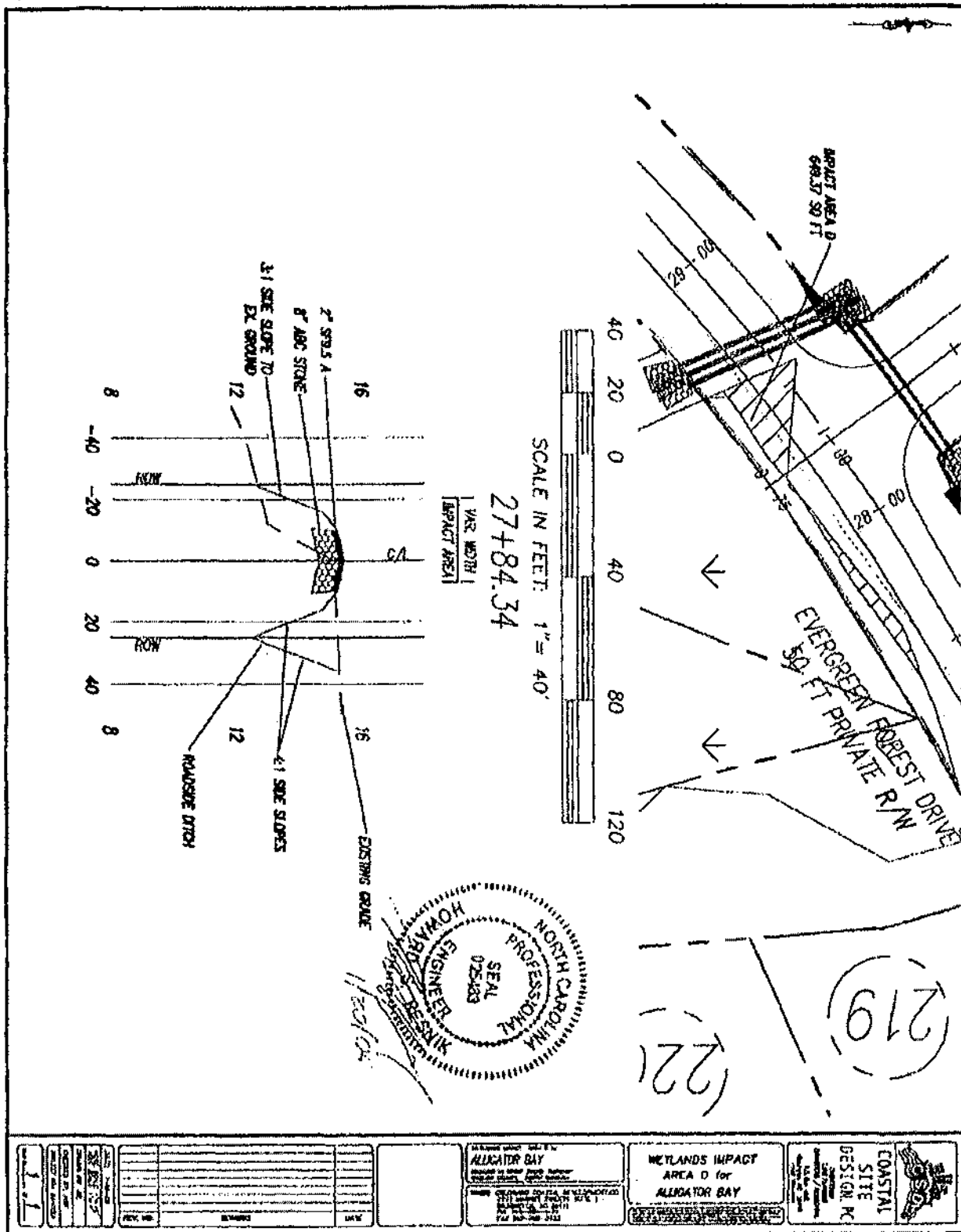
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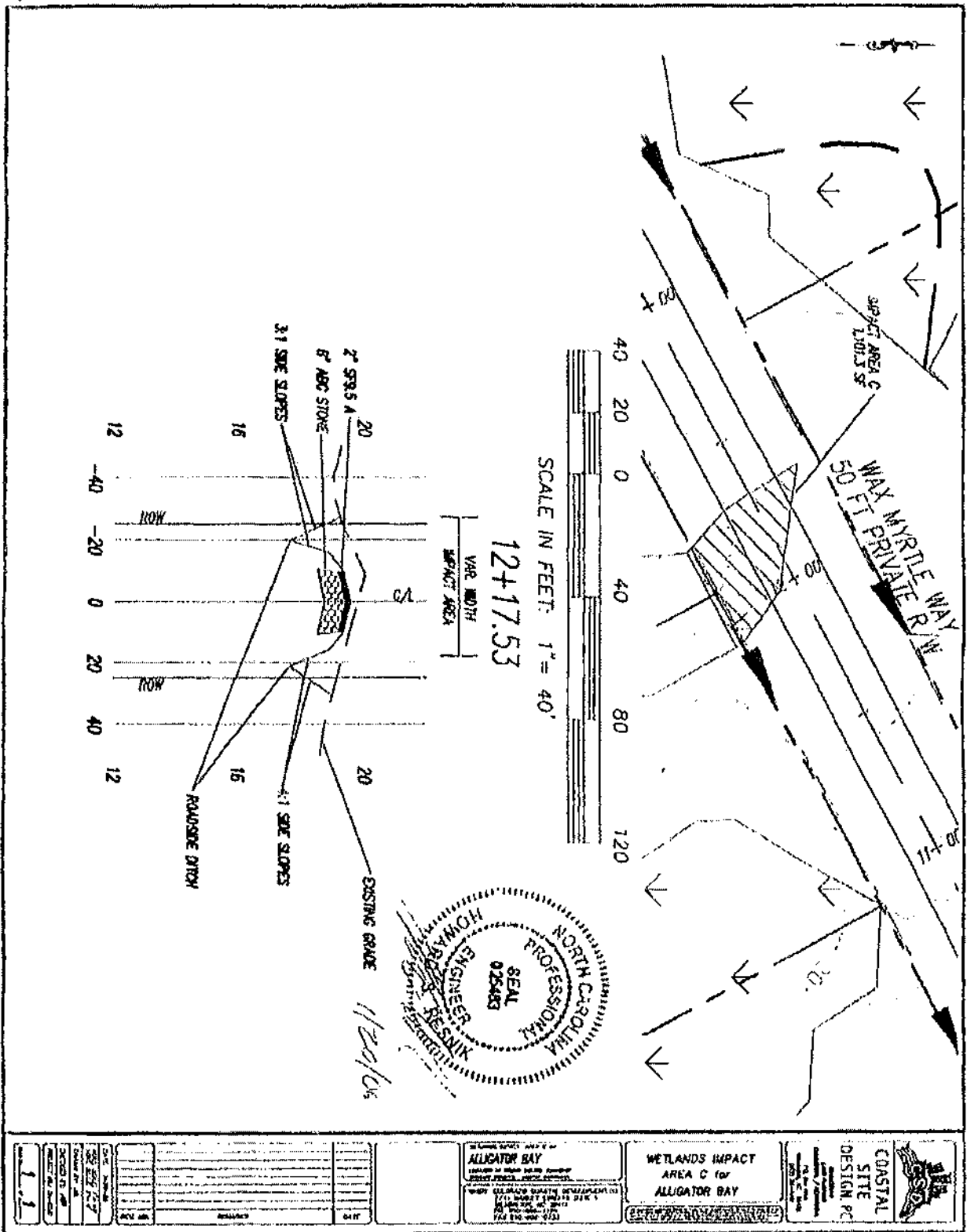
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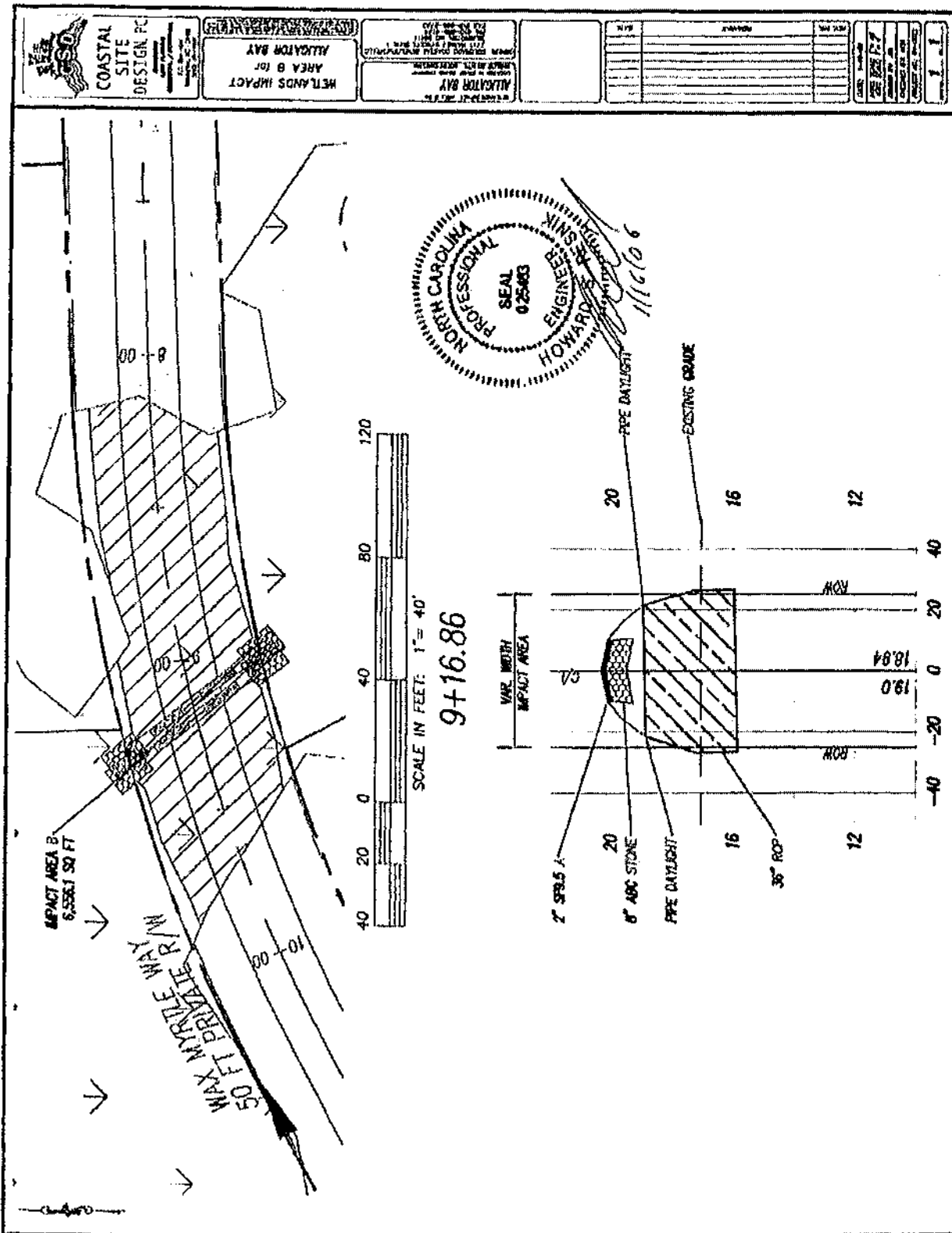
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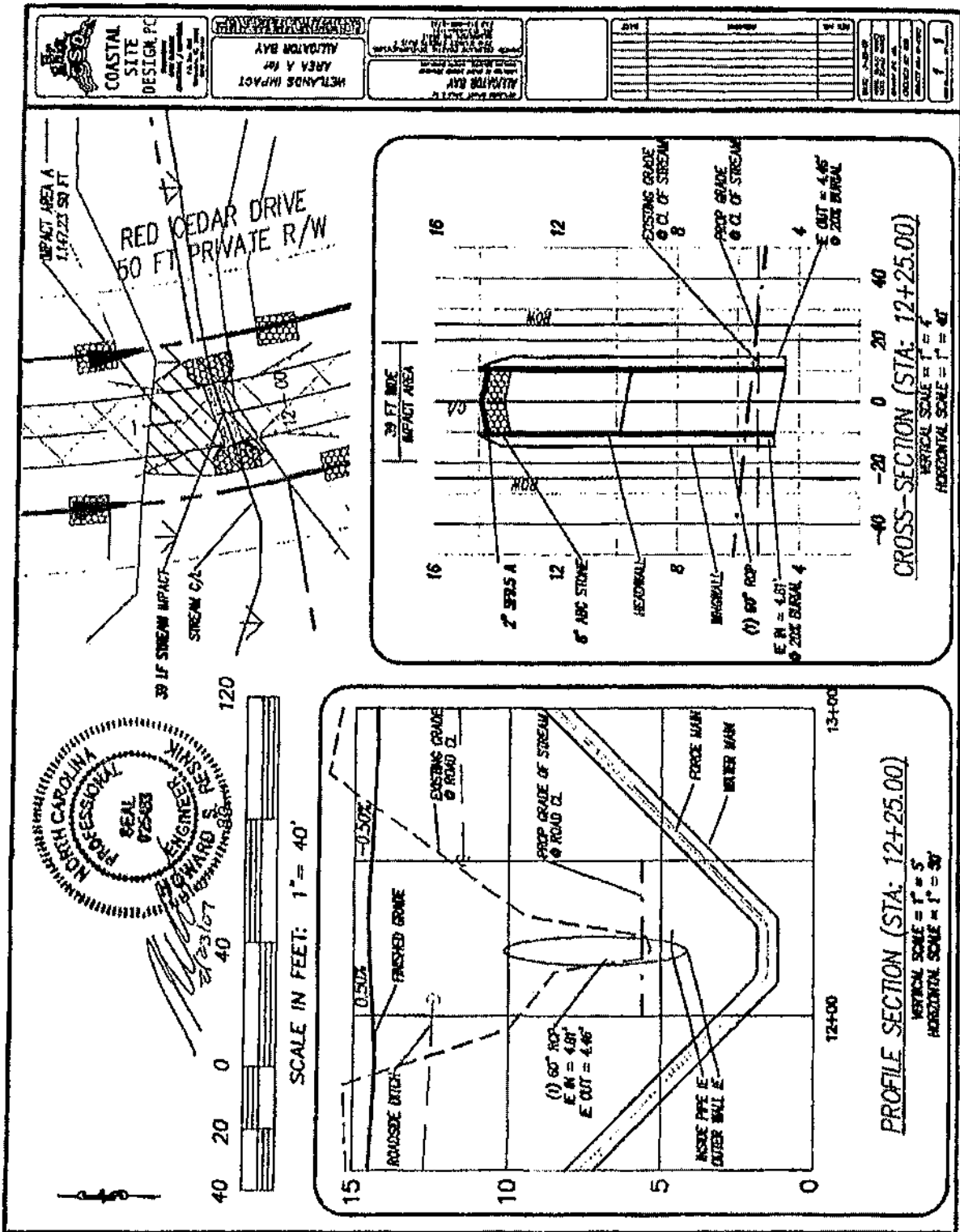
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Energy, Mineral
and Land Resources
ENVIRONMENTAL QUALITY

PAT MCCRORY

Governor

DONALD R. VAN DER VAART

Secretary

TRACY DAVIS

Director

Exhibit C

April 5, 2016

Daniel Freeman, Manager
Desco Development, LLC, Manager
Alligator Bay Associates, LLC
3675 Mt. Diablo Blvd., #350
Lafayette, CA 94549

**Subject: Stormwater Management Permit No. SW8 051146
The Preserve at Tidewater (formerly Alligator Bay)
Onslow County**

Dear Mr. Freeman:

The Wilmington Regional Office received a complete, modified Stormwater Management Permit Application for The Preserve at Tidewater on February 9, 2016. Staff review of the plans and specifications has determined that the project, as proposed, will comply with the Stormwater Regulations set forth in Session Law 2008-211 and Title 15A NCAC 2H.1000. We are forwarding modified Permit No. SW8 051146, dated April 5, 2016, for the construction of the vegetated conveyances and built-upon areas associated with the subject project.

This permit shall be effective from the date of issuance until rescinded and shall be subject to the conditions and limitations as specified therein, and does not supersede any other agency permit that may be required. Please pay special attention to the conditions listed in this permit regarding the Operation and Maintenance of the BMP(s), recordation of deed restrictions, certification of the project, procedures for changing ownership, and transferring the permit. Failure to establish an adequate system for operation and maintenance of the stormwater management system, to record deed restrictions, to certify the project or to transfer the permit in a timely manner, will result in future compliance problems.

The following modifications are included and covered by this permit:

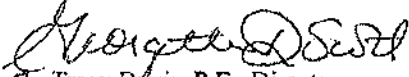
1. The number of lots increased from 288 to 301. Capacity was provided by the local sewer provider. New lots were created within the space of the dismantled wastewater treatment plant.
2. A new sewer pump station is added.
3. The amenity area was moved to a new location.
4. A mail kiosk area and parking were added.
5. The size of some of the smaller lots was increased.
6. This is a minor modification under the 2008 coastal rules, which does not increase the total amount of built-upon area. Therefore, the project is approved utilizing the 1995 version of the stormwater rules that it was originally permitted under.

If any parts, requirements, or limitations contained in this permit are unacceptable, you have the right to request an adjudicatory hearing by filing a written petition with the Office of Administrative Hearings (OAH). The written petition must conform to Chapter 150B of the North Carolina General Statutes. Per NCGS 143-215(e) the petition must be filed with the OAH within thirty (30) days of receipt of this permit. You should contact the OAH with all questions regarding the filing fee (if a filing fee is required) and/or the details of the filing process at 6714 Mail Service Center, Raleigh, NC 27699-6714, or via telephone at 919-431-3000, or visit their website at www.NCOAH.com. Unless such demands are made this permit shall be final and binding.

State Stormwater Management Systems,
Permit No. SW8 051146

If you have any questions, please do not hesitate to call Linda Lewis with DEMLR in the Wilmington Regional Office at (910) 796-7215.

Sincerely,



For Tracy Davis, P.E., Director
Division of Energy, Mineral and Land Resources

GDS/arl: G:\WQ\Shared\Stormwater\Permits & Projects\2005\051146 LD\2016 04 permit 051146

cc: Howard Resnik, P.E., Coastal Site Design
Wilmington Regional Office Stormwater File

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF ENERGY, MINERAL AND LAND RESOURCES

STATE STORMWATER MANAGEMENT PERMIT
LOW DENSITY DEVELOPMENT

In accordance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules and Regulations

PERMISSION IS HEREBY GRANTED TO

Alligator Bay Associates, LLC

The Preserve at Tidewater

Off Chadwick Acres Drive, Sneads Ferry, Onslow County

FOR THE

construction, operation and maintenance of a 25% low density subdivision in compliance with the provisions of 15A NCAC 2H .1000 (hereafter referred to as the "stormwater rules") and the approved stormwater management plans and specifications, and other supporting data as attached and on file with and approved by the Division of Energy, Mineral and Land Resources and considered a part of this permit.

The Permit shall be effective from the date of issuance until rescinded and shall be subject to the following specific conditions and limitations:

I. DESIGN STANDARDS

1. Each of the 301 lots is limited to a maximum built-upon area as indicated in Attachment A to this permit, and as shown on the approved plans. The total lot BUA allocation is 1,498,109 square feet.
2. The overall tract built-upon area percentage for the project must be maintained at or below 25% per the requirements of Section .1005 of the 1995 version of the stormwater rules. The total built-upon area allowed is 2,439,040 square feet, which includes the Amenity Area at 60,000 square feet; the Pump Station area at 3,736 square feet; and the Mailbox Kiosk area at 6,468 square feet.
3. Projects covered by this permit will maintain a minimum 30 foot wide vegetative buffer between all impervious areas and surface waters.
4. The only runoff conveyance systems allowed will be vegetated conveyances such as swales with minimum side slopes of 3:1 (H:V) as defined in the stormwater rules and approved by the Division.
5. All roof drains and swales must terminate at least 30' from the normal pool of impounded structures, the top of bank of streams and rivers and the mean high water mark of tidal waters.
6. The 575' ORW AEC does not extend up into the project, therefore, separate calculations of the density within the 575' ORW AEC are not required.

II. SCHEDULE OF COMPLIANCE

1. Swales and other vegetated conveyances shall be entirely constructed, vegetated, and operational for their permitted use prior to the construction of any built-upon surface.
2. During construction, erosion shall be kept to a minimum and any eroded areas of the swales or other vegetated conveyances will be repaired immediately.
3. The permittee shall at all times provide the operation and maintenance necessary to operate the permitted stormwater management systems at optimum efficiency to include:
 - a. Inspections
 - b. Sediment removal.
 - c. Mowing, and revegetating of the side slopes.
 - d. Immediate repair of eroded areas.
 - e. Maintenance of side slopes in accordance with approved plans and specifications.
4. The permittee shall submit to the Director and shall have received approval for revised plans, specifications, and calculations prior to construction, for any modification to the approved plans, including, but not limited to, those listed below:
 - a. Any revision to any of the items shown on the approved plans, including the stormwater management swale system, street and lot layout, grading, built-upon area, details, etc.;
 - b. Redesign or addition to the approved amount of built-upon area or to the drainage area;
 - c. Further subdivision, acquisition, or sale of the project area, in whole or in part except for individual lot sales made subject to the recorded deed restrictions;
 - d. Filling in, altering or piping any vegetative conveyance shown on the approved plan;
 - e. The construction of any future BUA listed on the permit application.
5. The Director may determine that other revisions to the project should require a modification to the permit.
6. The permittee shall submit all information requested by the Director or his representative within the time frame specified in the written information request.
7. No piping shall be allowed except that minimum amount necessary to direct runoff beneath an impervious surface such as a road and that minimum amount needed under driveways to provide access to lots.
8. Unless specified elsewhere, permanent seeding requirements for the swales must follow the guidelines established in the North Carolina Erosion and Sediment Control Planning and Design Manual.
9. The permittee shall monitor the subdivision on a routine basis to ensure that the built-upon area does not exceed the maximum allowed under this permit. The assigned built-upon area of any lot covered by this permit may not be changed without prior approval from DEMLR.
10. Within 30 days of completion of the project, the permittee must certify in writing that the project's stormwater controls, and impervious surfaces have been constructed within substantial intent of the approved plans and specifications. Any deviation from the approved plans must be noted on the Certification.

11. Deed restrictions are incorporated into this permit by reference and must be recorded with the Office of the Register of Deeds prior to the sale of any lot. Recorded deed restrictions must include, as a minimum, the following statements related to stormwater management:
 - a. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 051146, as issued by the Division of Energy, Mineral and Land Resources under NCAC 2H.1000.
 - b. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
 - c. These covenants are to run with the land and be binding on all persons and parties claiming under them.
 - d. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina.
 - e. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Energy, Mineral and Land Resources.
 - f. The maximum built-upon area per lot for each of the **301 lots** is as indicated in **Attachment A** to this permit. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open siat decking, the water surface of swimming pools, a surface of #57 stone laid at least 4" thick over a geotextile fabric, or a "trail" as defined by NCGS 113A-85.
 - g. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for a minimum average driveway crossing, is strictly prohibited by any persons.
 - h. Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.
 - i. All roof drains and swales shall terminate at least 30' from the normal pool of impounded structures, the top of bank of streams and rivers and the mean high water mark of tidal waters.
12. The permittee shall submit a copy of the recorded deed restrictions within 30 days of the date of recording.
13. The permittee shall review all new and modified lot plans for compliance with the terms and conditions of this permit regarding built-upon area limits, piping limits and the 30' vegetated buffer. The plans reviewed must show all of the proposed built-upon area (BUA), driveway piping, vegetated conveyances, easements, and the 30' vegetated buffer between impervious surfaces and surface waters. No lot shall be approved for construction unless it meets all of the permit requirements.
14. The Director may notify the permittee when the permitted site does not meet one or more of the minimum requirements of the permit. Within the time frame specified in the notice, the permittee shall submit a written time schedule to the Director for modifying the site to meet minimum requirements. The permittee shall provide copies of revised plans and certification in writing to the Director that the changes have been made.
15. Stormwater conveyances will be located in either dedicated rights-of-way (public or private), common areas or drainage easements. The final plats for the project will be recorded showing all such required rights-of-way, common areas and easements, in accordance with the approved plans.

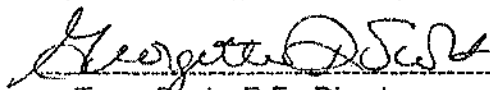
III. GENERAL CONDITIONS

1. Any individual or entity found to be in noncompliance with the provisions of a stormwater management permit or the stormwater rules is subject the enforcement procedures as set forth in North Carolina General Statute 143 Article 21.

2. The permit issued shall continue in force and effect until revoked or terminated.
3. The permit may be modified, revoked and reissued or terminated for cause. The filing of a request for a permit modification, revocation and reissuance, or termination does not stay any permit condition.
4. The issuance of this permit does not prohibit the Director from reopening and modifying the permit, revoking and reissuing the permit, or terminating the permit as allowed by the laws, rules, and regulations contained in Title 15A of the North Carolina Administrative Code, Subchapter 2H.1000; and North Carolina General Statute 143-215.1 et. al.
5. This permit is not transferable to any person or entity except after notice to and approval by the Director. The permittee shall submit a completed and signed Name/Ownership Change Form, accompanied by the supporting documentation as listed on the form, to the Division of Energy, Mineral and Land Resources at least 60 days prior to any one or more of the following events:
 - a. An ownership change including the sale or conveyance of the project area in whole or in part, except in the case of an individual lot sale that is made subject to the recorded deed restrictions;
 - b. The sale or conveyance of the common areas to a Homeowner's or Property Owner's Association, subject to the requirements of Session Law 2011-256;
 - c. Bankruptcy;
 - d. Foreclosure;
 - e. Dissolution of the partnership or corporate entity;
 - f. A name change of the current permittee;
 - g. A name change of the project;
 - h. A mailing address change of the permittee;
6. The approval of a permit transfer request will be considered on its merits, and may or may not be approved.
7. The permittee is responsible for compliance with all permit conditions until such time as the Division approves the permit transfer request.
8. Approved plans and specifications for projects covered by this permit are incorporated by reference and are enforceable parts of the permit. The permittee shall maintain a copy of the approved plans on file at all times.
9. The issuance of this permit does not preclude the Permittee from complying with any and all statutes, rules, regulations, or ordinances which may be imposed by other government agencies (local, state and federal) which have jurisdiction. If any of those permits result in revisions to the plans, a permit modification must be submitted.
10. The permittee grants permission to DEQ Staff to enter the property during normal business hours for the purposes of inspecting the project and the stormwater management system and its components for compliance.

Permit modified and reissued this the 5th day of April 2016.

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION



for Tracy Davis, P.E., Director
Division of Energy, Mineral and Land Resources
By Authority of the Environmental Management Commission

Attachment AThe Preserve at Tidewater Impervious Surface Summary

Paved Road Area	459,165 sf
Private Trails Area	39,552 sf
Pump Station Area	3,736 sf
Amenities Area	60,000 sf
Mailbox Kiosk Area	6,468 sf
Future BUA	366,287 sf
Onsite lots	1,498,109

235 lots @5,100 sf;

Lots 1R, 2R, 6-8, 12, 13, 16-25, 27R, 28R, 36, 41-45, 47R-49R, 50-53, 61, 66-70, 71R-74R, 76R, 84R-92R, 100, 101, 107, 109-134, 136, 137, 140-144, 147, 149-153, 155-160, 162-164, 166, 167, 169-171, 173-190, 192-194, 197-199, 202-220, 223, 225, 226, 228-233, 235-250, 252-267, 269-289, 291-312;

37 lots @4,700 sf;

Lots 10, 14, 29R-31R, 37-40, 54-56, 62-65, 94R, 96-98, 105, 138, 139, 145, 146, 148, 154, 161, 172, 191, 200, 221, 222, 224, 234, 251, 290;

25 lots @4,400 sf;

Lots 3R-5R, 11, 15, 32, 34, 35, 57-60, 75R, 93R, 95R, 102-104, 106, 135, 165, 168, 195, 201, 227;

Lot 33 @4,429 sf; Lot 196 @3,913 sf; Lot 99 @3,693 sf; and Lot 268 @3,674 sf

Total impervious surface = 2,439,040 sf

DEMRLR USE ONLY		
Date Received	Fee Paid	Permit Number
8/21/15	505.00 #1270	SW8051146
Applicable Rules: <input type="checkbox"/> Coastal SW - 1995 <input type="checkbox"/> Coastal SW - 2008 <input type="checkbox"/> Ph II - Post Construction (select all that apply) <input type="checkbox"/> Non-Coastal SW- HQW/ORW Waters <input type="checkbox"/> Universal Stormwater Management Plan <input type="checkbox"/> Other WQ Mgmt Plan:		

State of North Carolina
Department of Environment and Natural Resources
Division of Energy, Mineral and Land Resources

STORMWATER MANAGEMENT PERMIT APPLICATION FORM

This form may be photocopied for use as an original

I. GENERAL INFORMATION

1. Project Name (subdivision, facility, or establishment name - should be consistent with project name on plans, specifications, letters, operation and maintenance agreements, etc.):

The Preserve at Tidewater

2. Location of Project (street address):

248 Chadwick Acres Road

City: Sneads Ferry

County: Onslow

Zip: 28460

3. Directions to project (from nearest major intersection):

US 17 North. Turn Right onto on NC 172. Turn Right onto NC 210. Turn Left onto Old Folkstone Road. Right onto Chadwick Acres Drive. Site is located on the Right.

4. Latitude: 34° 31' 37" N Longitude: 77° 23' 55" W of the main entrance to the project.

II. PERMIT INFORMATION:

1. a. Specify whether project is (check one): New Modification Renewal w/ Modification
**Renewals with modifications also requires SWU-102 - Renewal Application Form*

b. If this application is being submitted as the result of a modification to an existing permit, list the existing permit number SW8 051146, its issue date (if known) 10-15-14, and the status of construction: Not Started Partially Completed* Completed* **provide a designer's certification*

2. Specify the type of project (check one):

Low Density High Density Drains to an Offsite Stormwater System Other

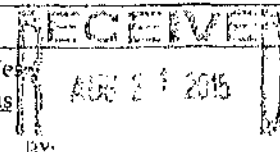
3. If this application is being submitted as the result of a previously returned application or a letter from DEMLR requesting a state stormwater management permit application, list the stormwater project number, if assigned, _____ and the previous name of the project, if different than currently proposed, _____.

4. a. Additional Project Requirements (check applicable blanks; information on required state permits can be obtained by contacting the Customer Service Center at 1-877-623-6748):

CAMA Major Sedimentation/Erosion Control: 233 ac of Disturbed Area
 NPDES Industrial Stormwater 404/401 Permit: Proposed Impacts _____

b. If any of these permits have already been acquired please provide the Project Name, Project/Permit Number, issue date and the type of each permit: ONSLO-2006-141

5. Is the project located within 5 miles of a public airport? No Yes
 If yes, see S.L. 2012-200, Part VI: <http://portal.ncdenr.org/web/r/rules-and-regulations>



III. CONTACT INFORMATION

1. a. Print Applicant / Signing Official's name and title (specifically the developer, property owner, lessee, designated government official, individual, etc. who owns the project):

Applicant/Organization: Alligator Bay Associates, LLC

Signing Official & Title: Daniel Freeman, Manager, DESCO Development LLC, Manager

b. Contact information for person listed in item 1a above:

Street Address: 3675 Mt. Diablo Blvd #350

City: Lafayette State: CA Zip: 94549

Mailing Address (if applicable):

City: State: Zip:

Phone: (925) 283-8470 Fax: ()

Email: dan@focusreal.com

c. Please check the appropriate box. The applicant listed above is:

- The property owner (Skip to Contact Information, item 3a)
- Lessee* (Attach a copy of the lease agreement and complete Contact Information, item 2a and 2b below)
- Purchaser* (Attach a copy of the pending sales agreement and complete Contact Information, item 2a and 2b below)
- Developer* (Complete Contact Information, item 2a and 2b below.)

2. a. Print Property Owner's name and title below, if you are the lessee, purchaser or developer. (This is the person who owns the property that the project is located on):

Property Owner/Organization:

Signing Official & Title:

b. Contact information for person listed in item 2a above:

Street Address:

City: State: Zip:

Mailing Address (if applicable):

City: State: Zip:

Phone: () Fax: ()

Email:

3. a. (Optional) Print the name and title of another contact such as the project's construction supervisor or other person who can answer questions about the project:

Other Contact Person/Organization:

Signing Official & Title:

b. Contact information for person listed in item 3a above:

Mailing Address:

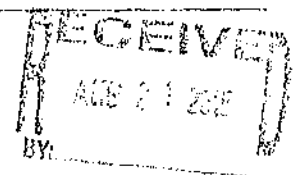
City: State: Zip:

Phone: () Fax: ()

Email:

4. Local jurisdiction for building permits:

Point of Contact: Phone #: ()



IV. PROJECT INFORMATION

1. In the space provided below, briefly summarize how the stormwater runoff will be treated.

Site is low density utilizing roadside ditches and swales to convey and treat stormwater.

2. a. If claiming vested rights, identify the supporting documents provided and the date they were approved:

- Approval of a Site Specific Development Plan or PUD Approval Date: _____
- Valid Building Permit Issued Date: _____
- Other: SSW PIP Date: Dec. 19, 2005

b. If claiming vested rights, identify the regulation(s) the project has been designed in accordance with:

- Coastal SW - 1995 Ph II - Post Construction

3. Stormwater runoff from this project drains to the White Oak River basin.

4. Total Property Area: 383.32 acres 5. Total Coastal Wetlands Area: _____ acres
 6. Total Surface Water Area: _____ acres

7. Total Property Area (4) - Total Coastal Wetlands Area (5) - Total Surface Water Area (6) = Total Project Area*: 223.97 acres

* Total project area shall be calculated to exclude the following: the normal pool of impounded structures, the area between the banks of streams and rivers, the area below the Normal High Water (NHW) line or Mean High Water (MHW) line, and coastal wetlands landward from the NHW (or MHW) line. The resultant project area is used to calculate overall percent built upon area (BUA). Non-coastal wetlands landward of the NHW (or MHW) line may be included in the total project area.

8. Project percent of impervious area: (Total Impervious Area / Total Project Area) X 100 = 25 %

9. How many drainage areas does the project have? 1 (For high density, count 1 for each proposed engineered stormwater BMP. For low density and other projects, use 1 for the whole property area)

10. Complete the following information for each drainage area identified in Project Information item 9. If there are more than four drainage areas in the project, attach an additional sheet with the information for each area provided in the same format as below.

Basin Information	Drainage Area 1	Drainage Area 2	Drainage Area 3	Drainage Area 4
Receiving Stream Name	Alligator Bay			
Stream Class *	SA,ORW			
Stream Index Number *	19-39-3			
Total Drainage Area (sf)	16,697,419 sf			
On-site Drainage Area (sf)	16,697,419 sf			
Off-site Drainage Area (sf)				
Proposed Impervious Area** (sf)	2,439,040 sf			
% Impervious Area** (total)	25			

Impervious** Surface Area	Drainage Area 1	Drainage Area 2	Drainage Area 3	Drainage Area 4
On-site Buildings/Lots (sf)	1,498,109 sf			
On-site Streets (sf)	459,165 sf			
On-site Parking (sf)				
On-site Sidewalks (sf)	39,552 sf			
Other on-site (sf)	75,927 sf			
Future (sf)	366,287 sf			
Off-site (sf)				
Existing BUA*** (sf)				
Total (sf):	2,439,040 sf			

* Stream Class and Index Number can be determined at: <http://portal.ncdenr.org/hoeb/wq/ps/su/classifications>

** Impervious area is defined as the built upon area including, but not limited to, buildings, roads, parking areas, sidewalks, gravel areas, etc.

*** Report only that amount of existing BUA that will remain after development. Do not report any existing BUA that is to be removed and which will be replaced by new BUA.

11. How was the off-site impervious area listed above determined? Provide documentation. _____

Projects in Union County: Contact DEMLR Central Office staff to check if the project is located within a Threatened & Endangered Species watershed that may be subject to more stringent stormwater requirements as per 15A NCAC 02B .0600.

V. SUPPLEMENT AND O&M FORMS

The applicable state stormwater management permit supplement and operation and maintenance (O&M) forms must be submitted for each BMP specified for this project. The latest versions of the forms can be downloaded from <http://portal.ncdenr.org/web/wq/ws/su/bmp-manual>.

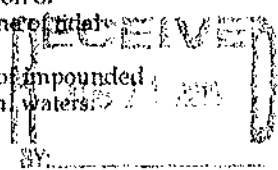
VI. SUBMITTAL REQUIREMENTS

Only complete application packages will be accepted and reviewed by the Division of Energy, Mineral and Land Resources (DEMLR). A complete package includes all of the items listed below. A detailed application instruction sheet and BMP checklists are available from

http://portal.ncdenr.org/web/wq/ws/su/statesw/forms_docs. The complete application package should be submitted to the appropriate DEMLR Office. (The appropriate office may be found by locating project on the interactive online map at <http://portal.ncdenr.org/web/wq/ws/su/maps>.)

Please indicate that the following required information have been provided by initialing in the space provided for each item. All original documents MUST be signed and initialed in blue ink. Download the latest versions for each submitted application package from http://portal.ncdenr.org/web/wq/ws/su/statesw/forms_docs.

- | | |
|---|-------------------------|
| 1. Original and one copy of the Stormwater Management Permit Application Form. | Initials
<u>H.R.</u> |
| 2. Original and one copy of the signed and notarized Deed Restrictions & Protective Covenants Form. (if required as per Part VII below) | <u>H.R.</u> |
| 3. Original of the applicable Supplement Form(s) (sealed, signed and dated) and O&M agreement(s) for each BMP. | <u>H.R.</u> |
| 4. Permit application processing fee of \$505 payable to NCDENR. (For an Express review, refer to http://www.enrhelp.org/pages/onestopexpress.html for information on the Express program and the associated fees. Contact the appropriate regional office Express Permit Coordinator for additional information and to schedule the required application meeting.) | <u>H.R.</u> |
| 5. A detailed narrative (one to two pages) describing the stormwater treatment/ management for the project. This is required in addition to the brief summary provided in the Project Information, item 1. | <u>H.R.</u> |
| 6. A USGS map identifying the site location. If the receiving stream is reported as class SA or the receiving stream drains to class SA waters within 1/2 mile of the site boundary, include the 1/2 mile radius on the map. | <u>H.R.</u> |
| 7. Sealed, signed and dated calculations (one copy). | <u>H.R.</u> |
| 8. Two sets of plans folded to 8.5" x 14" (sealed, signed, & dated), including: | <u>H.R.</u> |
| a. Development/Project name. | |
| b. Engineer and firm. | |
| c. Location map with named streets and NCSR numbers. | |
| d. Legend. | |
| e. North arrow. | |
| f. Scale. | |
| g. Revision number and dates. | |
| h. Identify all surface waters on the plans by delineating the normal pool elevation of impounded structures, the banks of streams and rivers, the MHW or NIHW line of tidal waters, and any coastal wetlands landward of the MHW or NIHW lines. <ul style="list-style-type: none"> • Delineate the vegetated buffer landward from the normal pool elevation of impounded structures, the banks of streams or rivers, and the MHW (or NIHW) of tidal waters. | |
| i. Dimensioned property/project boundary with bearings & distances. | |
| j. Site Layout with all BUA identified and dimensioned. | |
| k. Existing contours, proposed contours, spot elevations, finished floor elevations. | |
| l. Details of roads, drainage features, collection systems, and stormwater control measures. | |
| m. Wetlands delineated, or a note on the plans that none exist. (Must be delineated by a qualified person. Provide documentation of qualifications and identify the person who made the determination on the plans. | |
| n. Existing drainage (including off-site), drainage easements, pipe sizes, runoff calculations. | |
| o. Drainage areas delineated (included in the main set of plans, not as a separate document). | |



- p. Vegetated buffers (where required).
- 9. Copy of any applicable soils report with the associated SHWT elevations (Please identify elevations in addition to depths) as well as a map of the boring locations with the existing elevations and boring logs. Include an 8.5"x11" copy of the NRCS County Soils map with the project area clearly delineated. For projects with infiltration BMPs, the report should also include the soil type, expected infiltration rate, and the method of determining the infiltration rate. (Infiltration Devices submitted to WIRO: Schedule a site visit for DEMLR to verify the SHWT prior to submittal, (910) 796-7378.) H.R.
- 10. A copy of the most current property deed. Deed book: _____ Page No: _____ H.R.
- 11. For corporations and limited liability corporations (LLC): Provide documentation from the NC Secretary of State or other official documentation, which supports the titles and positions held by the persons listed in Contact Information, item 1a, 2a, and/or 3a per 15A NCAC 2H.1003(e). The corporation or LLC must be listed as an active corporation in good standing with the NC Secretary of State, otherwise the application will be returned. H.R.
<http://www.secretary.state.nc.us/Corporations/CSearch.aspx>

VII. DEED RESTRICTIONS AND PROTECTIVE COVENANTS

For all subdivisions, outparcels, and future development, the appropriate property restrictions and protective covenants are required to be recorded prior to the sale of any lot. If lot sizes vary significantly or the proposed BUA allocations vary, a table listing each lot number, lot size, and the allowable built-upon area must be provided as an attachment to the completed and notarized deed restriction form. The appropriate deed restrictions and protective covenants forms can be downloaded from http://portal.nedemr.org/web/ir/state-stormwater-forms_docs. Download the latest versions for each submittal.

In the instances where the applicant is different than the property owner, it is the responsibility of the property owner to sign the deed restrictions and protective covenants form while the applicant is responsible for ensuring that the deed restrictions are recorded.

By the notarized signature(s) below, the permit holder(s) certify that the recorded property restrictions and protective covenants for this project, if required, shall include all the items required in the permit and listed on the forms available on the website, that the covenants will be binding on all parties and persons claiming under them, that they will run with the land, that the required covenants cannot be changed or deleted without concurrence from the NC DEMLR, and that they will be recorded prior to the sale of any lot.

VIII. CONSULTANT INFORMATION AND AUTHORIZATION

Applicant: Complete this section if you wish to designate authority to another individual and/or firm (such as a consulting engineer and/or firm) so that they may provide information on your behalf for this project (such as addressing requests for additional information).

Consulting Engineer: Howard Resnik, PE

Consulting Firm: Coastal Site Design, PC

Mailing Address: PO BOX 4041

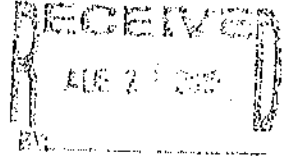
City: Wilmington State: NC Zip: 28406

Phone: (910) 791-4441 Fax: (910) 791-1501

Email: howard@coastalsitedesign.com

IX. PROPERTY OWNER AUTHORIZATION (if Contact Information, item 2 has been filled out, complete this section)

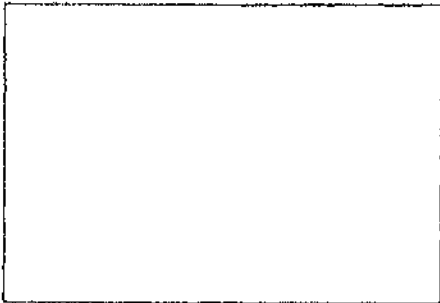
I, (print or type name of person listed in Contact Information, item 2a) _____, certify that I own the property identified in this permit application, and thus give permission to (print or type name of person listed in Contact Information, item 1a) _____ with (print or type name of organization listed in Contact Information, item 1a) _____ to develop the project as currently proposed. A copy of the lease agreement or pending property sales contract has been provided with the submittal, which indicates the party responsible for the operation and maintenance of the stormwater system.



As the legal property owner I acknowledge, understand, and agree by my signature below, that if my designated agent (entity listed in Contact Information, item 1) dissolves their company and/or cancels or defaults on their lease agreement, or pending sale, responsibility for compliance with the DEMLR Stormwater permit reverts back to me, the property owner. As the property owner, it is my responsibility to notify DEMLR immediately and submit a completed Name/Ownership Change Form within 30 days; otherwise I will be operating a stormwater treatment facility without a valid permit. I understand that the operation of a stormwater treatment facility without a valid permit is a violation of NC General Statute 143-215.1 and may result in appropriate enforcement action including the assessment of civil penalties of up to \$25,000 per day, pursuant to NCGS 143-215.6.

Signature: _____ Date: _____

I, _____, a Notary Public for the State of _____, County of _____, do hereby certify that _____ personally appeared before me this ____ day of _____, and acknowledge the due execution of the application for a stormwater permit. Witness my hand and official seal, _____



SEAL

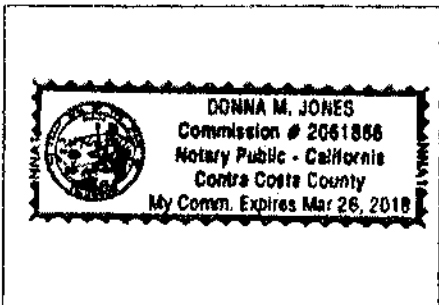
My commission expires _____

X. APPLICANT'S CERTIFICATION

I, (print or type name of person listed in Contact Information, item 1a) Daniel Freeman certify that the information included on this permit application form is, to the best of my knowledge, correct and that the project will be constructed in conformance with the approved plans, that the required deed restrictions and protective covenants will be recorded, and that the proposed project complies with the requirements of the applicable stormwater rules under 15A NCAC 2H .1000 and any other applicable state stormwater requirements.

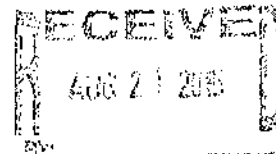
Signature: _____ Date: August 10, 2015

I, Donna M. Jones, a Notary Public for the State of California, County of CONTRA COSTA do hereby certify that DANIEL FREEMAN personally appeared before me this 10th day of August, 2015 and acknowledge the due execution of the application for a stormwater permit. Witness my hand and official seal, Donna M. Jones



SEAL

My commission expires March 26, 2018



Permit No. SW8051146
(to be provided by DEMLR)

State of North Carolina
Department of Environment and Natural Resources
Division of Energy, Mineral and Land Resources

STORMWATER MANAGEMENT PERMIT APPLICATION FORM

LOW DENSITY SUPPLEMENT

This form may be photocopied for use as an original

A low density project is one that meets the appropriate criteria for built upon area and transports stormwater runoff primarily through vegetated conveyances. Low density projects should not have a discrete stormwater collection system as defined by 15A NCAC 2H .1002(18). Low density requirements and density factors can be found in Session Law 2008-211, 15A NCAC 2H .1000, Session Law 2006-246 and the State of North Carolina Stormwater Best Management Practice Manual. Curb and gutter systems are allowed provided they meet the requirements in 15A NCAC 2H .1008(g).

I. PROJECT INFORMATION

Project Name : The Preserve at Tidewater

Contact Person: Howard Resnik Phone Number: (910) 791-4441

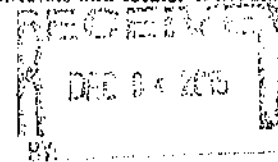
Number of Lots: 301 Allowable Built Upon Area (BUA) Per Lot*: see attached sheet

Number of Dwelling Units Per Acre**: 1.3

Low Density Development (check one): without curb & gutter with curb & gutter, outlets to (check one):
 Swales Vegetated Area

*If lot sizes are not uniform, attach a table indicating the number of lots, lot sizes and allowable built upon area for each lot. The attachment must include the project name, phase, page numbers and provide area subtotals and totals. BUA shall be shown in units of square feet.

** (Phase II Post-Construction [non-SA] only)



II. BUILT UPON AREA

Refer to DEMLR's forms and applications website for specific language that must be recorded in the deed restrictions for all subdivided projects. (http://portal.ncdemr.org/web/lr/state-stormwater-forms_docs)

Complete the following calculation in the space provided below where:

- SA Site Area - the total project area above Mean High Water.
- DF Density Factor - the appropriate percent built upon area divided by 100.
- RA Road Area - the total impervious surface occupied by roadways.
- OA Other Area - the total area of impervious surfaces such as clubhouses, tennis courts, sidewalks, etc.
- No. of Lots - the total number of lots in the subdivision.
- BUA per Lot - the computed allowable built upon area for each lot including driveways and impervious surfaces located between the front lot line and the edge of pavement.
- Total allowable lot BUA - the computed allowable built upon area for all lots combined.
- Total BUA from lot listing - the sum of built upon area allocated for each lot on the list of non-uniform lots.

Calculation:

For uniform lot sizes:

$$\frac{(SA: \text{ft}^2 \times DF: 0) - (RA: \text{ft}^2) - (OA: \text{ft}^2)}{(\text{No of Lots: } _)} = \text{BUA per Lot} = _ \text{ft}^2$$

For non-uniform lot sizes:

a. $(SA: 9756161 \text{ ft}^2 \times DF: 0.25) - (RA: 459169 \text{ ft}^2) - (OA: 481766 \text{ ft}^2) = \text{Total allowable lot BUA} = 1498109 \text{ ft}^2$

b. Total BUA from lot listing: 1498109sf. **b must be ≤ a**

III. DESIGN INFORMATION

Complete the following table. If additional space is needed the information should be provided in the same format as Table 1 and attached to this form. Rainfall intensity data can be found in Appendix 8.03 of the State of North Carolina Erosion and Sediment Control Planning and Design Manual or at <http://hdsc.nws.noaa.gov/hdsc/pfds/>

Table 1. Swale design information based on the 10-year storm.

Swale No.	Drainage Area (ac)	Impervious Area (ac)	Grassed Area (ac)	C	Q (cfs)	Slope (%)	V _{allow} (fps)	V _{actual} (fps)	Flow Depth (ft)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

RECEIVED
DEC 14 2015
BY: _____

IV. REQUIRED ITEMS CHECKLIST

The following checklist outlines design requirements per the North Carolina Administrative Code Section 15A NCAC 2H .1000, NCDENR BMP Manual (2007), Session Law 2006-246, and Session Law 2008-211.

Please indicate the page or plan sheet numbers where the supporting documentation can be found. An incomplete submittal package will result in a request for additional information. This will delay final review and approval of the project. Initial in the space provided to indicate that the following requirements have been met and supporting documentation is provided as necessary. If the applicant has designated an agent on the Stormwater Management Permit Application Form, the agent may initial below. **If any item is not met, then justification must be attached.** Only complete items n through p for projects with curb outlets.

Initials	Page/Plan Sheet No.	
<u>H.V.C.</u>	<u>EC1</u>	a. ¹ For projects in the 20 coastal counties: Per NCAC 2H.1005, a 50 foot wide vegetative buffer is provided adjacent to surface waters. For Redevelopment projects, a 30' wide vegetative buffer adjacent surface waters is provided.
<u>H.P.C.</u>	<u>EC1</u>	b. ¹ For HQW or ORW projects outside the 20 coastal counties: A 30 foot wide vegetative buffer is provided adjacent to surface waters.
<u>H.V.C.</u>	<u>EC1</u>	c. ¹ For Phase II Post-Construction projects: All built upon area is located at least 30 feet landward of all perennial and intermittent surface waters.
<u>H.R.</u>	<u>encl d.</u>	d. Deed restriction language as required on form SWU-101 shall be recorded as a restrictive covenant. A copy of the recorded document shall be provided to DWQ within 30 days of platting and prior to the sale of any lots.
<u>H.V.C.</u>	<u>encl e.</u>	e. Built upon area calculations are provided for the overall project and all lots.
<u>H.A.</u>	<u>EC1</u>	f. Project conforms to low density requirements within the ORW AEC. (if applicable per 15A NCAC 2H .1007)
<u>H.A.</u>	<u>EC1</u>	g. Side slopes of swales are no steeper than 3:1; <i>or no steeper than 5:1 for curb outlet swales.</i>
<u>H.V.C.</u>	<u>EC1</u>	h. Longitudinal slope of swales is no greater than 5%; <i>for non-curb outlet projects,</i> calculations for shear stress and velocity are provided if slope is greater than 5%.
<u>H.A.</u>	<u>swales</u>	i. At a minimum, swales are designed to carry the 10 year storm velocity at a non-erosive rate.
<u>H.A.</u>	<u>swales</u> <u>EC1</u>	j. Swales discharging to wetlands are designed to flow into and through the wetlands at a non-erosive velocity (for this flow requirement into wetlands, non-erosive is velocity ≤ 2 ft/s).
<u>H.A.</u>	<u>EC1</u>	k. Swale detail and permanent vegetation is specified on the plans.
<u>H.A.</u>	<u>EC1</u>	l. Swale detail provided on plans; includes grass type(s) for permanent vegetative cover.
<u>H.P.</u>	<u>EC1</u>	m. Swales are located in recorded drainage easements.
<u>H.A.</u>	<u>N/A</u>	n. ¹¹ Length of swale or vegetated area is at least 100 feet for each curb outlet.
<u>H.P.</u>	<u>swales</u>	o. ¹¹ The system takes into account the run-off at ultimate built-out potential from all surfaces draining to the system (delineate drainage area for each swale).
<u>H.P.</u>	<u>N/A</u>	p. ¹¹ Curb outlets direct flow to a swale or vegetated area.

¹ Projects in the Neuse, Tar-Pamlico, Catawba River basins, and Randleman Lake may require additional buffers.

SWALE SYSTEM MAINTENANCE REQUIREMENTS

1. Mowing will be accomplished as needed according to the season. Grass height will not exceed six inches at any time; and grass will not be mowed too close to the ground or "scalped".
2. Swales will be inspected monthly or after every runoff producing rainfall event for sediment build-up, erosion, and trash accumulation.
3. Accumulated sediment and trash will be removed as necessary. Swales will be reseeded or sodded following sediment removal.
4. Eroded areas of the swales will be repaired and reseeded. Swales will be revegetated as needed and in a timely manner based on the monthly inspections. Side slopes must be maintained at the permitted slope.
5. Catch basins, curb cuts, velocity reduction devices, and piping will be inspected monthly or after every significant runoff producing rainfall event. Trash and debris will be cleared away from grates, curb cuts, velocity reduction devices and piping.
6. Swales will not be altered, piped, or filled in without approval from NCDENR Division of Energy, Mineral and Land Resources.

I acknowledge and agree by my signature below that I am responsible for the performance of the six maintenance procedures listed above. I agree to notify DEMLR of any problems with the system or prior to any changes to the system or responsible party.

Print Name and Title: Daniel Freeman, Manager

Address: 3675 Mt Diablo Blvd Lafayette CA 94549

Phone: 925-283-8470

Date: 10/21/15

Signature: [Handwritten Signature]

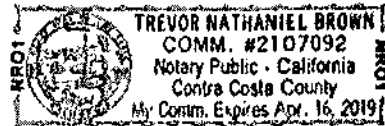
Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president.

I, Trevor Brown, a Notary Public for the State of California, County of Contra Costa, do hereby certify that Daniel Freeman personally appeared before me this 26th day of October, 2015, and acknowledge the due execution of the forgoing swale maintenance requirements.

Witness my hand and official seal,

[Handwritten Signature]

Notary signature



SEAL

My commission expires April 16, 2019

Low Density Residential Subdivisions
Deed Restrictions & Protective Covenances

In accordance with Title 15 NCAC 2H.1000 and S.L. 2006-246, the Stormwater Management Regulations, deed restrictions and protective covenants are required for **Low Density Residential Subdivisions** where lots will be subdivided and sold. Deed restrictions and protective covenants are necessary to ensure that the development maintains a "built-upon" area consistent with the applicable regulation governing the density level.

I, Daniel Freeman acknowledge and affirm by my signature below, that I will cause the following deed restrictions and protective covenants to be recorded for Alligator Bay Subdivision prior to the sale of any lot:

1. *The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 051146, as issued by the Division of Energy, Mineral and Land Resources under the Stormwater Management Regulations.*
2. *The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.*
3. *These covenants are to run with the land and be binding on all persons and parties claiming under them.*
4. *The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Energy, Mineral and Land Resources.*
5. *Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Energy, Mineral and Land Resources.*
6. *The maximum allowable built-upon area per lot is see "Exhibit A" square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.*
7. *In the case of a lot within CAMA's regulated AEC, where the Division of Coastal Management calculates a different maximum allowable built-upon area for that lot than is shown herein, the governing maximum built-upon area for that lot shall be the most restrictive of the two.*
8. *Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings is strictly prohibited by any persons.*
9. *Each lot will maintain a 30' foot wide vegetated buffer between all impervious areas and surface waters.*
10. *All roof drains shall terminate at least 30' foot from the mean high water mark of surface waters.*

***50 foot for projects located in the 20 coastal counties.**

Signature: [Signature] Date: 12/3/15

I, Trevor Brown, a Notary Public in the State of California, County of Contra Costa

do hereby certify that Daniel Freeman personally appeared before me this the 3rd day of December, 2015, and acknowledge the due execution of the foregoing instrument. Witness my hand and official seal,

[Signature]
Signature

My Commission expires 4/16/19

SEAL

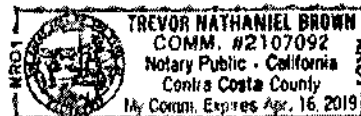
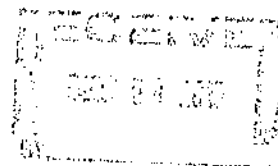
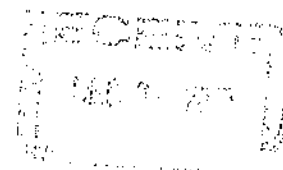


EXHIBIT A
Lot BUA Breakdown for The Preserve at Tidewater

<u>Lot #</u>	<u>BUA</u>	<u>Lot #</u>	<u>BUA</u>	<u>Lot #</u>	<u>BUA</u>	<u>Lot #</u>	<u>BUA</u>
1R	5,100	27R	5,100	52	5,100	77	REMOVED
2R	5,100	28R	5,100	53	5,100	78	REMOVED
3R	4,400	29R	4,700	54	4,700	79	REMOVED
4R	4,400	30R	4,700	55	4,700	80	REMOVED
5R	4,400	31R	4,700	56	4,700	81	REMOVED
6	5,100	*32	4,400	57	4,400	82	REMOVED
7	5,100	*33	4,429	58	4,400	83	REMOVED
8	5,100	34	4,400	59	4,400	84R	5,100
9	REMOVED	35	4,400	60	4,400	85R	5,100
10	4,700	36	5,100	61	5,100	86R	5,100
11	4,400	37	4,700	62	4,700	87R	5,100
12	5,100	38	4,700	63	4,700	88R	5,100
13	5,100	39	4,700	64	4,700	89R	5,100
14	4,700	40	4,700	65	4,700	90R	5,100
*15	4,400	41	5,100	66	5,100	91R	5,100
16	5,100	42	5,100	67	5,100	92R	5,100
17	5,100	43	5,100	68	5,100	93R	4,400
18	5,100	44	5,100	69	5,100	94R	4,700
19	5,100	45	5,100	70	5,100	95R	4,400
20	5,100	46	REMOVED	71R	5,100	96	4,700
21	5,100	47R	5,100	72R	5,100	97	4,700
22	5,100	48R	5,100	73R	5,100	98	4,700
23	5,100	49R	5,100	74R	5,100	99	3,693
24	5,100	50	5,100	75R	4,400	100	5,100
25	5,100	51	5,100	76R	5,100	101	5,100



<u>Lot #</u>	<u>BUA</u>	<u>Lot #</u>	<u>BUA</u>	<u>Lot #</u>	<u>BUA</u>	<u>Lot #</u>	<u>BUA</u>
102	4,400	127	5,100	152	5,100	177	5,100
103	4,400	128	5,100	153	5,100	178	5,100
104	4,400	129	5,100	154	4,700	179	5,100
105	4,700	130	5,100	155	5,100	180	5,100
106	4,400	131	5,100	156	5,100	181	5,100
107	5,100	132	5,100	157	5,100	182	5,100
108	REMOVED	133	5,100	158	5,100	183	5,100
109	5,100	134	5,100	159	5,100	184	5,100
110	5,100	135	4,400	160	5,100	185	5,100
111	5,100	136	5,100	161	4,700	186	5,100
112	5,100	137	5,100	162	5,100	187	5,100
113	5,100	138	4,700	163	5,100	188	5,100
114	5,100	139	4,700	164	5,100	189	5,100
115	5,100	140	5,100	165	4,400	190	5,100
116	5,100	141	5,100	166	5,100	191	4,700
117	5,100	142	5,100	167	5,100	192	5,100
118	5,100	143	5,100	168	4,400	193	5,100
119	5,100	144	5,100	169	5,100	194	5,100
120	5,100	145	4,700	170	5,100	195	4,400
121	5,100	146	4,700	171	5,100	196	3,913
122	5,100	147	5,100	172	4,700	197	5,100
123	5,100	148	4,700	173	5,100	198	5,100
124	5,100	149	5,100	174	5,100	199	5,100
125	5,100	150	5,100	175	5,100	200	4,700
126	5,100	151	5,100	176	5,100	201	4,400

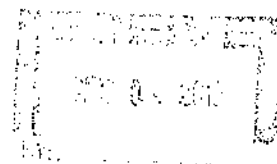


<u>Lot #</u>	<u>BUA</u>	<u>Lot #</u>	<u>BUA</u>	<u>Lot #</u>	<u>BUA</u>	<u>Lot #</u>	<u>BUA</u>
202	5,100	227	4,400	252	5,100	277	5,100
203	5,100	228	5,100	253	5,100	278	5,100
204	5,100	229	5,100	254	5,100	279	5,100
205	5,100	230	5,100	255	5,100	280	5,100
206	5,100	231	5,100	256	5,100	281	5,100
207	5,100	232	5,100	257	5,100	282	5,100
208	5,100	233	5,100	258	5,100	283	5,100
209	5,100	234	4,700	259	5,100	284	5,100
210	5,100	235	5,100	260	5,100	285	5,100
211	5,100	236	5,100	261	5,100	286	5,100
212	5,100	237	5,100	262	5,100	287	5,100
213	5,100	238	5,100	263	5,100	288	5,100
214	5,100	239	5,100	264	5,100	289	5,100
215	5,100	240	5,100	265	5,100	290	4,700
216	5,100	241	5,100	266	5,100	291	5,100
217	5,100	242	5,100	267	5,100	292	5,100
218	5,100	243	5,100	*268	3,674	293	5,100
219	5,100	244	5,100	269	5,100	294	5,100
220	5,100	245	5,100	270	5,100	295	5,100
221	4,700	246	5,100	271	5,100	296	5,100
222	4,700	247	5,100	272	5,100	297	5,100
223	5,100	248	5,100	273	5,100	298	5,100
224	4,700	249	5,100	274	5,100	299	5,100
225	5,100	250	5,100	275	5,100	300	5,100
226	5,100	251	4,700	276	5,100	301	5,100

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 BY _____

<u>Lot #</u>	<u>BUA</u>	
302	5,100	* Lot 15 in SW permit is now Lot 268
303	5,100	* Lot 58 in SW permit is now Lot 196
304	5,100	* Lot 124 in SW permit is now Lot 99
305	5,100	* Lot 131 in SW permit has ben removed
306	5,100	* Lot 165 in SW permit is now Lot 33
307	5,100	* Lot 166 in SW permit is now Lot 32
308	5,100	* Lot 183 in SW permit is now Lot 15
309	5,100	
310	5,100	
311	5,100	
312	5,100	

Total BUA for Lots = 1,498,109 sf





North Carolina Department of Environment and Natural Resources

Division of Water Quality

Beverly Eaves Perdue
Governor

Coleen H. Sullins
Director

Dee Freeman
Secretary

STATE STORMWATER PERMIT NAME/OWNERSHIP CHANGE FORM

I. CURRENT PERMIT INFORMATION

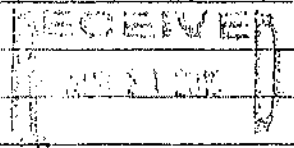
- 1. Stormwater Management Permit Number: SW8 051146
2. Project Name: Alligator Bay
3. Current Permit Holder's Company Name/Organization: Alligator Bay Associates, LLC
4. Signing Official's Name: Daniel Freeman Title: Manager
5. Mailing Address: 3675 Mt. Diablo Blvd
City: Lafayette State: CA Zip: 94549
6. Phone: (925) 283-8470 Fax: ()

II. PROPOSED PERMITTEE / OWNER / PROJECT / ADDRESS INFORMATION

This request is for: (please check all that apply)

- Name change of the owner (Please complete Items 1, 2 and 3 below)
[X] Name change of project (Please complete Item 5 below)
Change in ownership of the property/company (Please complete Items 1, 2, 3, and 4 below)
Mailing address / phone number change. (Please complete Item 4 below)
Other (please explain):

- 1. Proposed permittee's company name/organization:
2. Proposed permittee's signing official's name:
3. Proposed permittee's title:
4. Mailing Address:
City: State: Zip:
Phone: () Fax: ()
5. New Project Name to be placed on permit: The Preserve at Tidewater



Please check the appropriate box. The proposed permittee listed above is:

- HOA or POA (Attach documentation showing that the HOA or POA owns, controls, or has a recorded easement for all areas that contain stormwater system features. Print name of HOA or POA in #1 above and provide name of HOA/POA's authorized representative in #2 above)
The property owner
Lessee (Attach a copy of the lease agreement and complete Property Owner Information on page 4)
Purchaser (Attach a copy of the pending sales agreement. Final approval of this transfer will be granted upon receipt of a copy of the recorded deed)
Developer (Complete Property Owner Information on page 4)

III. REQUIRED ITEMS

A request to transfer a permit will not be approved by the Division of Water Quality (DWQ) unless all of the applicable required items listed below are included with the submittal. Failure to provide the listed items may result in processing delays or denial of the transfer.

1. This completed and signed form. This certification must be completed and signed by both the current permit holder and the new applicant if this is a change of ownership.
2. Legal documentation of the property transfer to a new owner.
3. A copy of any recorded deed restrictions, covenants, or easements, if required by the permit.
4. The designer's certification (DWQ Engineer and Designer Certification Forms are available from each DWQ Regional office), if required by the permit and if not already submitted to DWQ.
5. If the proposed permittee is a firm, partnership, association, institution, corporation, limited liability company, or other corporate entity, provide documentation showing the authority of the named representative to act on behalf of the proposed permittee.
6. The \$40.00 processing fee. If this is an initial transfer from the original permittee the processing fee is not required. Subsequent ownership transfers will require the \$40.00 processing fee.

IV. CURRENT PERMITTEE'S CERTIFICATION

Please check one of the following statements and fill out the certification below that statement:

Check here if the current permittee is only changing his/her/its name, the project name, or mailing address, but will retain the permit. I, Daniel Freeman, the current permittee, hereby notify the DWQ that I am changing my name and/or I am changing my mailing address and/or I am changing the name of the permitted project. I further attest that this application for a name/ownership change is accurate and complete to the best of my knowledge. I understand that if all required parts of this application are not completed or if all required supporting information and attachments listed above are not included, this application package will be returned as incomplete.

Check here if current permittee is transferring the property to a new owner and will not retain ownership of the permit. I, _____, the current permittee, am submitting this application for a transfer of ownership for permit # SW8 051146. I hereby notify DWQ of the sale or other legal transfer of the stormwater system associated with this permit. I have provided a copy of the most recent permit, the designer's certification for each BMP, any recorded deed restrictions, covenants, or easements, the DWQ approved plans and/or approved as-built plans, the approved operation and maintenance agreement, past maintenance records, and the most recent DWQ stormwater inspection report to the proposed permittee named in Sections II and V of this form. I further attest that this application for a name/ownership change is accurate and complete to the best of my knowledge. I understand that if all required parts of this application are not completed or if all required supporting information and attachments listed above are not included, this application package will be returned as incomplete. I assign all rights and obligations as permittee to the proposed permittee named in Sections II and V of this form. I understand that this transfer of ownership cannot be approved by the DWQ unless and until the facility is in compliance with the permit.

Signature: [Signature] Date: August 16, 2015

I, DONNA M. JONES, a Notary Public for the State of California, County of Contra Costa, do hereby certify that DANIEL FREEMAN personally appeared before me this the 10TH day of August, 2015, and acknowledge the due execution of the

forgoing instrument. Witness my hand and official seal,

Notary Signature [Signature]

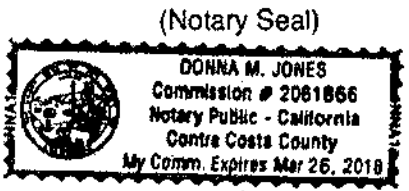


Exhibit D

Street Disclosure Addendum

SUBDIVISION: **The Preserve at Tidewater** subdivision located in Onslow County, North Carolina, consisting of 301 lots.

The undersigned Developer and Seller does hereby certify that there are various private streets shown on the above-referenced **The Preserve at Tidewater** map and that said private streets have been approved by the state of North Carolina Department of Transportation, and that the streets have been constructed according to the standards for subdivision streets adopted by the Board of Transportation for acceptance on the highway system.

The undersigned Developer and Seller further certifies that said streets will be dedicated as private streets under **Onslow** County Subdivision Ordinance. Until such time as said streets shall be adopted by the County and/or State Highway Department for acceptance into the Highway System, the responsibility for maintenance and repair to said roads shall be borne by the Developer and Seller, except for the entrance island, which shall be the continuing responsibility of Alligator Bay Homeowner's Association, Inc.

IN TESTIMONY WHEREOF, Alligator Bay Development, LLC a North Carolina Limited Liability Company, has adopted as its seal and typewritten word "SEAL." Appearing beside its name and has caused this instrument to be executed in its company name by its authorized member/manager with full authority to act for all its members and managers and said member/manager has herunto set his hand and seal as the act of deed of the limited liability company, all on this the 10th day of May, 2016

Alligator Bay Development, LLC, a Delaware Limited Liability Corporation

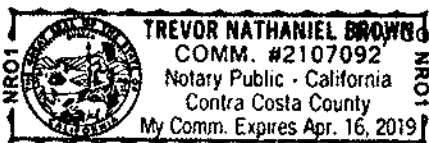
By: [Signature] (SEAL)
Daniel J. Freeman, Manager

Contra Costa County, State of California

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: May 10, 2016 [Signature]

Printed Name: Trevor Brown Notary Public



Commission Expires: April 16th, 2019

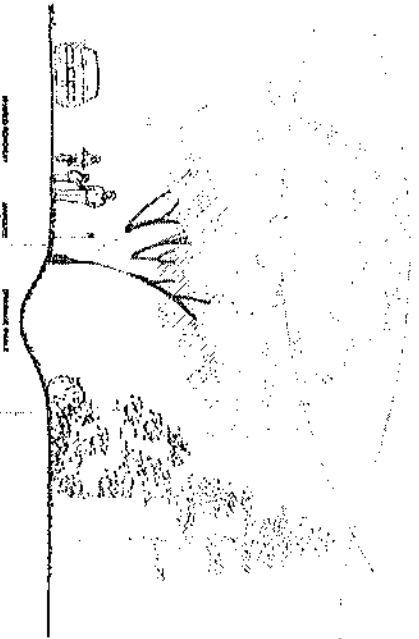
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS

THE PRESERVE AT TIDEWATER

Sneads Ferry, North Carolina

TRAIL PLAN

TIDEWATER TRAIL SHARED WALKWAY
Scale 1/8" = 1'-0"



TIDEWATER TRAIL PLAN
Scale 1/8" = 1'-0"

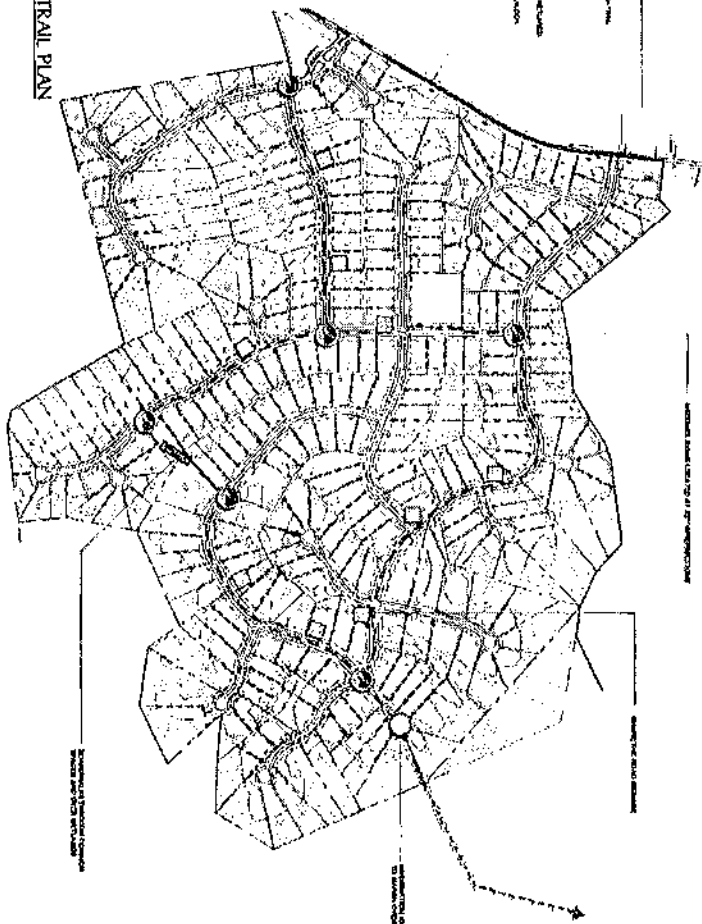


Exhibit E

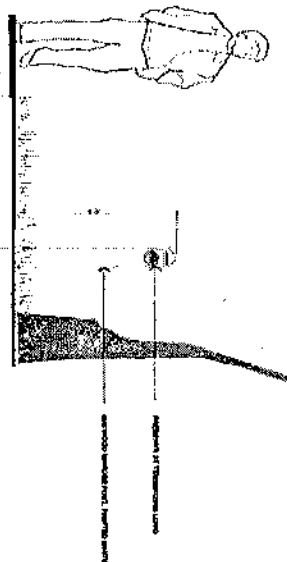
SHARE THE ROAD SIGN - ENLARGEMENT
Scale 1/32" = 1'-0"



MARQUEE POST - ENLARGEMENT
Scale 1/32" = 1'-0"



TIDEWATER TRAIL MARKERS
Scale 1/8" = 1'-0"



SCALE 1/8" = 1'-0"
NORTH
FOR PROVISION
L7
APRIL 2018

MILLY LAND DESIGN
10000 W. HUNTERS TRAIL
SUITE 100
DURHAM, NC 27706
919.487.1111
WWW.MILLYLANDDESIGN.COM

THIS PLAN IS CONCEPTUAL AND IS SUBJECT TO CHANGE



North Carolina Department of Environment and Natural Resources

Pat McCrory
Governor

Donald R. van der Vaart
Secretary

June 16, 2015

Daniel Freeman, Manager
Alligator Bay Associates, LLC
3675 Mt Diablo Blvd.
Lafayette, CA 94549

Exhibit F

Subject: Permit No. WQ0029938 Modification
Alligator Bay Associates, LLC
Alligator Bay Low Pressure Sewer System (LPSS) - Pumps
Wastewater Collection System Extension
Onslow County

Dear Mr. Freeman:

In accordance with your application received March 31, 2015, and additional information received on May 7th, 2015 we are forwarding herewith Permit No. WQ0029938, dated June 16, 2015, to Alligator Bay Associates, LLC (Permittee) for the construction and operation upon certification of the subject wastewater collection system extension. This permit shall be effective from the date of issuance until rescinded, shall void Permit No. WQ0029938 Issued September 29th, 2014, and shall be subject to the conditions and limitations as specified therein. This cover letter and supplement shall be considered a part of this permit and are therefore incorporated therein by reference.

This modification involves an increase in the number of simplex pump stations due to acceptance of flow by Pluris LLC and the removal of the proposed onsite treatment facility. Low pressure force mains have also been removed from this permit and are now permitted under Permit Number WQ0037781.

Please pay particular attention to the following conditions contained within this permit:

Condition 1.3: The Operational Agreement between the Permittee and the Environmental Management Commission is incorporated herein by reference and shall be a condition of this permit. Noncompliance with the terms of the Operational Agreement shall subject the Permittee to all sanctions provided by North Carolina General Statutes §143-215.6A to §143-215.6C for violation of or failure to act in accordance with the terms and conditions of this permit. [15A NCAC 02T.0115]

Condition 1.6: The Permittee shall be responsible for all individual pumps, tanks, and service laterals as permitted. This does not prohibit the Permittee from entering into a service agreement with another entity for maintenance or operation of these units, however, the Permittee shall be responsible for correcting any environmental or public health problem with the system. [15A NCAC 02T.304(c)]

1617 Mall Service Center, Raleigh, North Carolina 27699-1617
Phone: 919-807-6300 \ Internet: www.ncwaterquality.org

An Equal Opportunity \ Affirmative Action Employer - Made in part by recycled paper

Alligator Bay Associates, LLC
Permit No. WQ0029938 Modification

Condition I.7: The Permittee shall obtain all deeds, easements and encroachment agreements necessary for installation, operation, and maintenance of the system prior to operation. [15A NCAC 02T.0305(c)]

Condition II.1: This permit shall not be automatically transferable; a request must be made and approved.

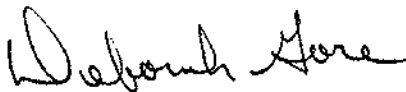
Condition II.4: Requires that the wastewater collection facilities be properly operated and maintained in accordance with 15A NCAC 2T .0403 or any individual system-wide collection system permit issued to the Permittee.

It shall be responsibility of the Permittee to ensure that the as-constructed project meets the appropriate design criteria and rules. Failure to comply may result in penalties in accordance with North Carolina General Statute §143-215.6A through §143-215.6C, construction of additional or replacement wastewater collection facilities, and/or referral of the North Carolina-licensed Professional Engineer to the licensing board.

If any parts, requirements, or limitations contained in this permit are unacceptable, you have the right to request an adjudicatory hearing upon written request within 30 days following receipt of this permit. This request must be in the form of a written petition, conforming to Chapter 150B of North Carolina General Statutes, and filed with the Office of Administrative Hearings, 6714 Mail Service Center, Raleigh, NC 27699-6714. Unless such demands are made, this permit shall be final and binding.

If you need additional information concerning this matter, please contact Michael Leggett at (919) 807-6312 or via e-mail at michael.leggett@ncdenr.gov.

Sincerely,



for S. Jay Zimmerman, P.G.
Director, Division of Water Resources

by Deborah Gore, Supervisor
Pretreatment, Emergency Response, Collection System Unit

enclosure: Operational Agreement (if required)

cc: Howard Resnik PE – Coastal Site Design, PC
Wilmington Regional Office, Water Quality Section Regional Operations
Randy Hoffer, Manager – Pluris, LLC
1095 Hwy 210, Sneads Ferry, NC 28460
Water Resources Central Files: WQ0029938 & WQ0037781
PERCS (electronic copy)



STATE OF NORTH CAROLINA
ENVIRONMENTAL MANAGEMENT COMMISSION
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

WASTEWATER COLLECTION SYSTEM EXTENSION PERMIT

In accordance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules, and Regulations, permission is hereby granted to the

Alligator Bay Associates, LLC

for the construction and operation of 320 simplex pump stations with on-site audible and visual alarms to serve 320 single family residential units (3 bedroom units) as part of the Alligator Bay LPSS project, and the discharge of 0 gallons per day (gpd) of collected wastewater into Pluris, LLC's existing wastewater collection system, pursuant to the application received March 31, 2015, and additional information received on May 7, 2015 and June 10, 2015 and in conformity with the project plans, specifications, and other supporting data subsequently filed and approved by the Department of Environment and Natural Resources and considered a part of this permit.

Low pressure force mains and flow allocation (76,800 gpd) permitted under Permit No. WQ0037781 and owned and operated by Pluris, LLC.

This permit shall be effective from the date of issuance until rescinded, shall void Permit No. WQ0029938 issued September 29th, 2014, and shall be subject to the specified conditions and limitations contained therein.

for S. Jay Zimmerman, P.G.
Director, Division of Water Resources
By Authority of The Environmental Management Commission

Permit Number: WQ0029938 Modification
Permit Issued: June 16, 2015
Treatment Facility: Pluris North Topsall WWTF (WQ0005849)

SUPPLEMENT TO PERMIT COVER SHEET

The Permittee is hereby authorized to:

Construct, and then operate upon certification the aforementioned wastewater collection extension.

Permitting of this project does not constitute an acceptance of any part of the project that does not meet 15A NCAC 2T; the Division's Gravity Sewer Minimum Design Criteria adopted February 12, 1996 as applicable; and the Division's Minimum Design Criteria for the Fast-Track Permitting of Pump Stations and Force Mains adopted June 1, 2000 as applicable, unless specifically mentioned herein. Division approval is based on acceptance of the certification provided by a North Carolina-licensed Professional Engineer in the application. It shall be the Permittee's responsibility to ensure that the as-constructed project meets the appropriate design criteria and rules.

Construction and operation is contingent upon compliance with the Standard Conditions and any Special Conditions identified below.

I. SPECIAL CONDITIONS

1. This permit shall become voidable unless the agreement between Alligator Bay Associates, LLC and Pluris LLC for the collection and final treatment of wastewater is in full force and effect. [15A NCAC 02T.0304(h)]
2. No flow in excess of the quantity permitted herein, 76,800, shall be made tributary to the subject sewer system until an application for permit modification for an increase in flow has been submitted to and approved by the Division. [15A NCAC 02T.0304(b)]
3. The Operational Agreement between the Permittee and the Environmental Management Commission is incorporated herein by reference and shall be a condition of this permit. Noncompliance with the terms of the Operational Agreement shall subject the Permittee to all sanctions provided by North Carolina General Statutes §143-215.6A to §143-215.6C for violation of or failure to act in accordance with the terms and conditions of this permit. [15A NCAC 02T.0115]
4. No wastewater flow shall be made tributary to the subject sanitary sewer system until the Alligator Bay Main Pump Station (Permit Number WQ0037696) is constructed, operational, and the engineer's certification has been received by the Division. [15A NCAC 02T .0116]
5. Each pump station shall be clearly and conspicuously posted using a weatherproof sign with a pump station identifying name/number, 24-Hour Emergency telephone number, and name of the owner/operator of the sewer system/pump station and instructions to call the number in the event of alarm activation or other emergency. Simplex pump stations or vacuum sewer pits serving a single-family residence may have a placard or sticker on the control panel in lieu of a sign. [15A NCAC 02T .0305(h)(2)]
6. The Permittee shall be responsible for all individual pumps, tanks, service laterals and main lines as permitted. This does not prohibit the Permittee from entering into a service agreement with another entity for maintenance or operation of these units, however, the Permittee shall be

responsible for correcting any environmental or public health problem with the system. [15A NCAC 02T.304(c)]

7. The Permittee shall obtain all deeds, easements and encroachment agreements necessary for installation, operation, and maintenance of the system prior to operation. [15A NCAC 02T.0305(c)]
8. The Permittee shall maintain on hand for immediate installation an adequate supply of spare, fully operational pump units of each type used in the system. [15A NCAC 02T .0305(h)]

II. STANDARD CONDITIONS

1. This permit shall not be transferable. In the event there is a desire for the wastewater collection facilities to change ownership, or there is a name change of the Permittee, a formal permit request shall be submitted to the Division accompanied by documentation from the parties involved, and other supporting materials as may be appropriate. The approval of this request shall be considered on its merits and may or may not be approved. [15A NCAC 02T.0104; G.S. 143-215.1(d3)]
2. This permit shall become voidable unless the wastewater collection facilities are constructed in accordance with the conditions of this permit; 15A NCAC 2T; the Division's Gravity Sewer Minimum Design Criteria adopted February 12, 1996 as applicable; the Division's Minimum Design Criteria for the Fast-Track Permitting of Pump Stations and Force Mains adopted June 1, 2000 as applicable; and other supporting materials unless specifically mentioned herein. [15A NCAC 02T.0110]
3. This permit shall be effective only with respect to the nature and volume of wastes described in the application and other supporting data. [15A NCAC 02T .0110]
4. The wastewater collection facilities shall be properly maintained and operated at all times. The Permittee shall maintain compliance with an individual system-wide collection system permit for the operation and maintenance of these facilities as required by 15A NCAC 2T .0403. If an individual permit is not required, the following performance criteria shall be met: [15A NCAC 2T .0108(b)]
 - a. The sewer system shall be effectively maintained and operated at all times to prevent discharge to land or surface waters, and to prevent any contravention of groundwater standards or surface water standards.
 - b. A map of the sewer system shall be developed and shall be actively maintained.
 - c. An operation and maintenance plan including pump station inspection frequency, preventative maintenance schedule, spare parts inventory and overflow response has been developed and implemented.
 - d. Pump stations that are not connected to a telemetry system shall be inspected every day (i.e. 365 days per year). Pump stations that are connected to a telemetry system shall be inspected at least once per week.
 - e. High-priority sewer lines shall be inspected at least once per every six-months and inspections are documented.
 - f. A general observation of the entire sewer system shall be conducted at least once per year.
 - g. Overflows and bypasses shall be reported to the appropriate Division regional office in accordance with 15A NCAC 2B .0506(a), and public notice shall be provided as required by North Carolina General Statute §143-215.1C.
 - h. A Grease Control Program is in place as follows:
 1. For public owned collection systems, the Grease Control Program shall include at least biannual distribution of educational materials for both commercial and residential users and

the legal means to require grease interceptors at existing establishments. The plan shall also include legal means for inspections of the grease interceptors, enforcement for violators and the legal means to control grease entering the system from other public and private satellite sewer systems.

2. For privately owned collection systems, the Grease Control Program shall include at least bi-annual distribution of grease education materials to users of the collection system by the permittee or its representative.
 3. Grease education materials shall be distributed more often than required in Parts (1) and (2) of this Subparagraph if necessary to prevent grease-related sanitary sewer overflows.
 - i. Right-of-ways and easements shall be maintained in the full easement width for personnel and equipment accessibility.
 - j. Documentation shall be kept for Subparagraphs (a) through (l) of this Rule for a minimum of three years with exception of the map, which shall be maintained for the life of the system.
5. Noncompliance Notification:

The Permittee shall report by telephone to a water resources staff member at the Wilmington Regional Office, telephone number (910) 796-7215, as soon as possible, but in no case more than 24 hours, following the occurrence or first knowledge of the occurrence of either of the following:

- a. Any process unit failure, due to known or unknown reasons, that renders the facility incapable of adequate wastewater transport, such as mechanical or electrical failures of pumps, line blockage or breakage, etc.; or
- b. Any SSO and/or spill over 1,000 gallons; or
- c. Any SSO and/or spill, regardless of volume, that reaches surface water

Voice mail messages or faxed information is permissible, but this shall not be considered as the initial verbal report. Overflows and spills occurring outside normal business hours may also be reported to the Division of Emergency Management at telephone number (800) 858-0368 or (919) 733-3300. Persons reporting any of the above occurrences shall file a spill report by completing and submitting Part I of Form CS-SSO (or the most current Division approved form) within five days following first knowledge of the occurrence. This report must outline the actions taken or proposed to be taken to ensure that the problem does not recur. Part II of Form CS-SSO (or the most current Division approved form) can also be completed to show that the SSO was beyond control. [G.S. 143-215.1C(a1)]

6. Construction of the gravity sewers, pump stations, and force mains shall be scheduled so as not to interrupt service by the existing utilities nor result in an overflow or bypass discharge of wastewater to the surface waters of the State. [15A NCAC 02T.0108(b)]
7. Upon completion of construction and prior to operation of these permitted facilities, the completed Engineering Certification form attached to this permit shall be submitted with the required supporting documents to the address provided on the form. A complete certification is one where the form is fully executed and the supporting documents are provided as applicable. Any wastewater flow made tributary to the wastewater collection system extension prior to completion of this Engineer's Certification shall be considered a violation of the permit and shall subject the Permittee to appropriate enforcement actions.

if the permit is issued to a private entity with an Operational Agreement, then a copy of the Articles of Incorporation, Declarations/Covenants/Restrictions, and Bylaws that have been appropriately filed with the applicable County's Register of Deeds office shall be submitted with the certification.

A complete certification is one where the form is fully executed and the supporting documents are provided as applicable. Supporting documentation shall include the following:

- a. One copy of the project construction record drawings (plan & profile views of sewer lines & force mains) of the wastewater collection system extension. Final record drawings should be clear on the plans or on digital media (CD or DVD disk) and are defined as the design drawings that are marked up or annotated with after construction information and show required buffers, separation distances, material changes, etc.
- b. Changes to the project that do not result in non-compliance with this permit, regulations, or the Minimum Design Criteria should be clearly identified on the record drawings, on the certification in the space provided, or in written summary form.

Prior to Certification (Final or Partial): Permit modifications are required for any changes resulting in non-compliance with this permit (including pipe length increases of 10% or greater, increased flow, pump station design capacity design increases of 5% or greater, and increases in the number/type of connections), regulations, or the Minimum Design Criteria. Requested modifications or variances to the Minimum Design Criteria will be reviewed on a case-by-case basis and each on its own merit. Please note that variances to the Minimum Design Criteria should be requested and approved during the permitting process prior to construction. After-construction requests are discouraged by the Division and may not be approved, thus requiring replacement or repair prior to certification & activation. [15A NCAC 02T .0116]

8. A copy of the construction record drawings shall be maintained on file by the Permittee for the life of the wastewater collection facilities. [15A NCAC 02T .0116]
9. Failure to abide by the conditions and limitations contained in this permit; 15A NCAC 2T; the Division's Gravity Sewer Design Criteria adopted February 12, 1996 as applicable; the Division's Minimum Design Criteria for the Fast-Track Permitting of Pump Station and Force Mains adopted June 1, 2000 as applicable; and other supporting materials may subject the Permittee to an enforcement action by the Division, in accordance with North Carolina General Statutes §143-215.6A through §143-215.6C, construction of additional or replacement wastewater collection facilities, and/or referral of the North Carolina-licensed Professional Engineer to the licensing board. [15A NCAC 02T .0104; 15A NCAC 02T .0108(b-c)]
10. In the event that the wastewater collection facilities fail to perform satisfactorily, including the creation of nuisance conditions, the Permittee shall take immediate corrective action, including those as may be required by this Division, such as the construction of additional or replacement facilities. [15A NCAC 02T .0108(b)]
11. The issuance of this permit shall not exempt the Permittee from complying with any and all statutes, rules, regulations, or ordinances that may be imposed by the Division any other Federal, State, or Local government agencies which have jurisdiction or obtaining other permits which may be required by the Division or any other Federal, State, or Local government agencies. [G.S.143-215.1(b)]

ENGINEERING CERTIFICATION

Permit No: WQ0029938 Modification
Project: Alligator Bay LPSS - Pumps
Issue Date: June 16, 2015

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

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

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

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

PERMITTEE'S CERTIFICATION

I, the undersigned agent for the Permittee, hereby state that this project has been constructed pursuant to the applicable standards & requirements, the Professional Engineer below has provided applicable design/construction information to the Permittee, and the Permittee is prepared to operate & maintain the wastewater collection system permitted herein or portions thereof.
029938

Printed Name, Title

Signature

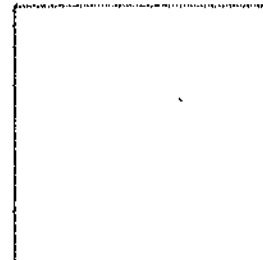
Date

ENGINEER'S CERTIFICATION

I, _____, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe (periodically, weekly, full time) the construction of the project name and location as referenced above for the above Permittee hereby state that, to the best of my abilities, due care and diligence was used in the observation of the following construction: for the construction and operation of 320 simplex pump stations with on-site audible and visual alarms to serve 320 single family residential units (three bedroom units) as part of the Alligator Bay LPSS project, and in conformity with the project plans, specifications, supporting documents, and design criteria subsequently filed and approved. I certify that the construction of the above referenced project was observed to be built within substantial compliance and intent of the approved plans and specifications.

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

Final Partial (include description)



Send the Completed Form & Supporting Documentation to the Following Address:
NC DENR/DWR WATER QUALITY PERMITTING SECTION
WASTEWATER BRANCH - PERCS UNIT
1617 Mail Service Center
Raleigh, NC 27699

STATE OF NORTH CAROLINA

COUNTY OF OnslowPermit No. WQ0029938OPERATIONAL AGREEMENT

This AGREEMENT made pursuant to G.S. 143-215.1 (d1) and entered into this 18 day of MAY 2015, by and between the North Carolina Environmental Management Commission, an agency of the State of North Carolina, hereinafter known as the COMMISSION; and Alligator Bay Associates, LLC, a corporation/general partnership registered/licensed to do business in the State of North Carolina, hereinafter known as the DEVELOPER.

WITNESSETH:

1. The DEVELOPER is the owner of the certain lands lying in Onslow County, upon which it is erecting and will erect dwelling units and other improvements, said development to be known as Alligator Bay (hereinafter the Development).
2. The DEVELOPER desires, to construct a wastewater collection system with pumps, wastewater treatment works, and/or disposal facilities (hereinafter Disposal System) to provide sanitary sewage disposal to serve the Development on said lands.
3. The DEVELOPER has applied to the COMMISSION for the issuance of a permit pursuant to G.S. 143-215.1 to construct, maintain, and operate the Disposal System.
4. The DEVELOPER has created or shall create unit ownership in said dwellings units, other improvements and lands through filing of a Declaration of Unit Ownership (hereinafter Declaration), pursuant to Chapter 47C of the North Carolina General Statutes.
5. The DEVELOPER has caused to be formed or will cause to be formed at the time of filing of the Declaration, the (Unit Owners' Association) Alligator Bay HOA (hereinafter Association), a non-profit corporation organized and existing under and by the virtue of the laws of the State of North Carolina, for the purpose, among others, of handling the property, affairs and business of the Development; of operating, maintaining, re-constructing and repairing the common elements of the lands and improvements subject to unit ownership, including the Disposal System; and of collecting dues and assessments to provide funds for such operation, maintenance, re-construction and repair.
6. The COMMISSION desires to assure that the Disposal System of the Development is properly constructed, maintained and operated in accordance with law and permit provisions in order to protect the quality of the waters of the State and the public interest therein.

NOW, THEREFORE, in consideration of the promises and the benefits to be derived by each of the parties hereto, the COMMISSION and DEVELOPER do hereby mutually agree as follows:

1. The DEVELOPER shall construct the Disposal System in accordance with the permit and plans and specifications hereafter issued and approved by the COMMISSION, and shall thereafter properly operate and maintain such systems and facilities in accordance with applicable permit provisions and law.
2. The DEVELOPER shall not transfer ownership and/or control of the Disposal System to the Association until construction has been completed in accordance with the permit and approved plans, and the staff of the Division of Water Resources has inspected and approved of the facilities. In order to change the name of the permit holder, the DEVELOPER must request that the permit be reissued to the Association. The request must include a copy of the Association Bylaws and Declaration.
3. The DEVELOPER shall not transfer, convey, assign or otherwise relinquish or release its responsibility for the operation and maintenance of its Disposal System until a permit has been reissued to the DEVELOPER's successor.

4. The DEVELOPER shall provide in the Declaration and Association Bylaws that the Disposal System and appurtenances thereto are part of the common elements and shall thereafter be properly maintained and operated in conformity with law and the provisions of the permit for construction, operation, repair, and maintenance of the system and facilities. The Declaration and Bylaws shall identify the entire wastewater treatment, collection and disposal system as a common element, which will receive the highest priority for expenditures by the Association except for Federal, State, and local taxes and insurance.
5. The DEVELOPER shall provide in the Declaration and Association Bylaws that the Disposal System will be maintained out of the common expenses. In order to assure that there shall be funds readily available to repair, maintain or construct the Disposal System, beyond the routine operation and maintenance expenses, the Declaration and Association Bylaws shall provide that a fund be created out of the common expenses. Such fund shall be separate from the routine maintenance funds allocated for the facility and shall be part of the yearly budget.
6. In the event the common expense allocation and separate fund are not adequate for the construction, repair, and maintenance of the Disposal System, the Declaration and Association Bylaws shall provide for special assessments to cover such necessary costs. There shall be no limit on the amount of such assessments, and the Declaration and Bylaws shall provide that such special assessments can be made as necessary at any time.
7. If a wastewater collection system and wastewater treatment and/or disposal facility provided by any city, town, village, county, water and sewer authorities, or other unit of government shall hereinafter become available to serve the Development, the DEVELOPER shall take such action as is necessary to cause the existing and future wastewater of the Development to be accepted and discharged into said governmental system, and shall convey or transfer as much of the Disposal System and such necessary easements as the governmental unit may require as condition of accepting the Development's wastewater.
8. Recognizing that it would be contrary to the public interest and to the public health, safety and welfare for the Association to enter into voluntary dissolution without having made adequate provision for the continued proper maintenance, repair and operation of its Disposal System, the DEVELOPER shall provide in the Association Bylaws that the Association shall not enter into voluntary dissolution without first having transferred its said system and facilities to some person, corporation or other entity acceptable to and approved by the COMMISSION by the issuance of a permit.
9. The agreements set forth in numbered paragraphs 1, 2, 3, 4, 5, 6, 7, and 8 above shall be conditions of any permit issued by the COMMISSION to the DEVELOPER for the construction, maintenance, repair and operation of the Disposal System.
10. A copy of this agreement shall be filed at the Register of Deeds in the County(ies) where the Declaration is filed and in the offices of the Secretary of State of North Carolina with the Articles of Incorporation of the Association.

IN WITNESS WHEREOF, this agreement was executed in duplicate originals by the duly authorized representative of the parties hereto on the day and year written as indicated by each of the parties named below:

FOR THE ENVIRONMENTAL
MANAGEMENT COMMISSION



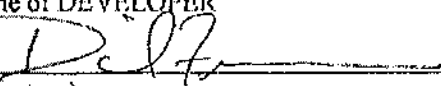
Thomas A. Reeder, Director
Division of Water Resources

6/16/15

(Date)

Alligator Bay Associates, LLC

Name of DEVELOPER

By: 

(Signature)

Daniel Freeman, Manager

Print Name and Title

5/18/15

(Date)