



Date: \_\_\_\_\_

MLS# \_\_\_\_\_

### Required Builders Documents

Subdivision Kingsbridge II Lot# 36 Address 401 Bay Harbor Court, Hubert, NC, 28539

hereafter the Property.

Estimated Closing Date \_\_\_\_\_

Client Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Client Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Agent Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Lender Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Plot Plan Copy Received Buyer Initials \_\_\_\_\_ / \_\_\_\_\_

Floor Plan Copy Received Buyer Initials \_\_\_\_\_ / \_\_\_\_\_

Septic Tank Copy Received (if applicable) Buyer Initials \_\_\_\_\_ / \_\_\_\_\_

**PHOTOGRAPHY RELEASE:** *Holbrook Homes*, hereafter the “Seller,” has the right to take photographs of the interior and exterior of the Property during all phases of construction until the day of closing and has full rights to use such photographs in advertising, trade magazines, print material or any other purpose, including but not limited to, photographs containing any of the Buyer’s personal property and photographs. Buyer Initials \_\_\_\_\_ / \_\_\_\_\_

The following addenda are a part of the Offer to Purchase and Contract to the same extent and degree as if contained in the body of the said Offer to Purchase and Contract and by execution of this document below acknowledges same:

- Addendum “A” Sales Contract Builders Information**
- Addendum “B” Warranty Policy**
- Addendum “C” Standard Selection Worksheet**
- Addendum “D” Upgrade Selection Worksheet**

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date



## SALES CONTRACT BUILDER INFORMATION

## ADDENDUM "A"

**Article 1:** All inquiries regarding the home related improvements to be constructed on the property by *Holbrook Homes* (hereinafter the "Seller") must be directed to the Seller's Representative or such person the Seller shall designate in writing. Any requests to or information or answers received from any other sources (site workers, employees, administrative personnel, etc.) **WILL NOT** be acknowledged by or be binding upon Seller. The Buyer acknowledges that they are aware that the Floor Plans vary in regard to square footage and details. Any and all photos, drawings, and floor plans used in marketing are merely artist renderings of similar homes and are not to be considered 100% representative of actual constructed homes.

**Article 2: Earnest Money Deposit (hereafter "EMD")** checks are to be made payable to **Fisher & Berch, PLLC**. The phone number for the office is 910-347-8800. **Due Diligence and Builder Deposit checks are made payable to: Northern Investors Group, LLC.**

**Article 3: CLOSING** shall occur within ten (10) days after issuance of the Certificate of Occupancy (hereafter the "CO") by the governing entity for the home and notification to the Buyer or Buyer's Agent which is anticipated to be on or about \_\_\_\_\_, however, the parties hereto acknowledge and agree that adverse weather, the unavailability of materials, strikes, employment or subcontractor issues, permit delays, engineering or architectural issues and other conditions beyond the reasonable control of the Seller may delay completion and it is therefore agreed by the parties that said date is to be considered a projected date and not a guaranteed or expected completion date. In the event the Buyer fails or refuses to close within ten (10) days after the issuance of the CO and notification to the Buyer or their agent, then the Seller may, at Seller's discretion, require the Buyer to pay to the Seller the sum of **\$50.00 per day** (hereafter the "Delayed Closing Fee") for each calendar day of delay beyond said ten (10) day period. The Delayed Closing Fee shall be due and payable at Closing. The Closing shall be conducted at the office of **Fisher & Berch, PLLC located at 2505 Henderson Drive, Jacksonville, North Carolina 28546. Their office telephone number is (910) 347-8800.**

**PLEASE BE ADVISED THAT DUE TO NUMEROUS WIRE SCAMS AND FRAUD, YOU ARE NOT TO WIRE ANY FUNDS TO THE CLOSING ATTORNEY OR ANYONE ELSE IN THIS TRANSACTION WITHOUT BEING VERBALLY DIRECTED TO DO SO IN PERSON BY YOUR REAL ESTATE AGENT OR YOUR LENDER. EVEN THEN, YOU SHOULD ONLY WIRE FUNDS WHEN DIRECTED TO DO SO PERSONALLY BY YOUR REAL ESTATE AGENT OR YOUR LENDER AFTER YOU HAVE RECONFIRMED THOSE WIRING INSTRUCTIONS VERBALLY WITH YOUR LENDER, YOUR REAL ESTATE AGENT, AND WITH THE OFFICE OF THE CLOSING ATTORNEY. DO NOT UNDER ANY CIRCUMSTANCES WIRE FUNDS IF DIRECTED TO DO SO BY EMAIL IF YOU HAVE NOT CONFIRMED SAID INSTRUCTIONS WITH MULTIPLE PARTIES IN THIS TRANSACTION BY A METHOD OTHER THAN EMAIL. FURTHER, IF YOU RECEIVE ANY DIRECTIONS TO CHANGE THE WIRING INSTRUCTIONS, WHETHER FROM THE SELLER, YOUR REAL ESTATE AGENT, YOUR LENDER, OR THE OFFICE OF THE CLOSING ATTORNEY, DO NOT DO SO UNLESS YOU RECONFIRM THOSE INSTRUCTIONS VERBALLY WITH YOUR LENDER, YOUR REAL ESTATE AGENT AND THE OFFICE OF THE CLOSING ATTORNEY. CONFIRMATIONS BY EMAIL ARE NOT ACCEPTABLE. THE BUYER IS RESPONSIBLE FOR ANY LOSS RESULTING FROM THE FAILURE TO FOLLOW THESE INSTRUCTIONS CAREFULLY.**

**Article 4:** Buyer(s) shall provide to seller, within 10 days of contract acceptance, a letter from a licensed and reputable lender, affirming that the Buyer has prequalified for a loan in the amount of the purchase price and setting forth any applicable credit limitations. In the event said preapproval letter, satisfactory to Seller, is not provided within said 10 day period, then the Seller may, in the Seller's sole discretion, terminate the Offer to Purchase and Contract.



**Article 5: Completion of Construction:** The Buyer acknowledges that the construction completion date set forth in the Offer to Purchase and Contract is an estimate based upon Builder's experience and is **ONLY AN APPROXIMATE DATE**. The closing date specified in the Offer to Purchase and Contract is a **TARGET DATE ONLY** and adverse weather, the unavailability of materials, strikes, employment or subcontractor issues, permit delays, engineering or architectural issues and many other conditions beyond the reasonable control of the Seller may delay completion and it is therefore agreed by the parties that said date is to be considered a **PROJECTED DATE** and not a guaranteed or expected completion date. In no event shall the Seller be responsible for any fees or costs due to any delay, including but not limited to, moving or living expenses, security deposits, lease extension fees, or fees associated with the loan obtained by the Buyer, including additional appraisal fees, discount points, interest rate lock fees, interest rate lock extension fees, the costs of wood-destroying insect reports or any other costs. **Buyer(s) and Seller agree to alter the contact closing date in accordance with construction production.**

**Article 6:** A final Walk-Thru with the Builder's representative is required before closing. Any defects agreed upon by Seller's representative will be itemized on the Walk-Thru Notation Worksheet provided by the Seller and used during the Walk-Thru. The Buyer(s) will receive a copy of said form for personal records.

**Article 7:** If the Buyer defaults or breaches the terms of the Offer to Purchase and Contract (including all addenda thereto), the Seller may either (1) terminate the Offer to Purchase and Contract and retain the EMD as liquidated damages, (2) confirm the Offer to Purchase and Contract as being in full force and effect and pursue an action for specific performance to enforce said Offer to Purchase and Contract or (3) elect such other remedies as are available to the Seller for said default or breach. In the event the Seller retains an attorney to enforce the terms of the Offer to Purchase and Contract due to non-performance, breach or default by the Buyer, then the Buyer shall be responsible for the payment of the Seller's attorneys' fees, court costs and litigation expenses. In the event the Seller breaches or is in default of the Offer to Purchase and Contract, then the Buyer's sole and exclusive remedy shall be to terminate the Offer to Purchase and Contract and receive a refund of the EMD, the Due Diligence Fee and any all builder deposits paid **less any costs or fee applied toward the Buyer's lender's required advance payments.**

**Article 8:** Seller reserves the right to make such substitutions in products and materials as are deemed necessary by the Builder, in its sole discretion, without notice to the Buyer. Such substitute products or materials are to be those which the market considers to be better than or equal to those contained in the Offer to Purchase and Contract or the addenda thereto.

**Article 9:** Buyer acknowledges that the total square footage and individual room square footage on the building specifications and floor plans are approximations only and may vary from house to house. Buyer acknowledges that the artist rendering used in marketing may be different than the actual exterior once the home is constructed. Furthermore, the elevation of the house shall be determined by the Seller, in the Seller's sole discretion, and may be different than shown on any drawings, diagrams, plans or specifications. In addition, Seller reserves the right to make minor adjustments to property lines to meet setbacks, building separation and lot size requirements without approval by the Buyer.

**Article 10:** To avoid the interruption of work and to comply with the Seller's insurance policies, the Buyer agrees as follows:

- A. The Buyer will not visit nor allow their agents, employees or invitees to visit the job site between the hours of 6:00 a.m. and 6:00 p.m. when workers are on the site unless and until they have timely scheduled a visit to the Property with the Seller and are accompanied by the selling agent, the listing agent, or a representative of the Seller.
- B. Buyer shall not visit the job site at any other time unless and until they have provided notice to the Seller of the Seller's representative and when visiting the Property shall not remove any materials therefrom.
- C. Buyer acknowledges that they, and anyone who may accompany them, enters the job site at their own risk.
- D. Buyer may not engage tradesmen, employees, contractors or subcontracts to make any changes, additions deletions or upgrades to the Property at any time.
- E. Buyer shall not make any alterations, improvements, additions, corrects or changes to the Property in any way while the house upon the Property is under construction.



**Article 11:** Buyer acknowledges that all materials and tools upon the Property during construction are the property of the Seller and Buyer has no right to use or remove any of said materials or tools.

**Article 12:** Any and all charges for upgrades, overages or other costs and/or expenses incurred by the Buyer shall be paid at the time of the request for such upgrade, overage, cost or expense and shall be evidenced by a Change Order. The Change Order shall be prepared by the Seller, shall note the cost of said change and shall be signed by the Buyer and Seller. Until such time as the Change Order has been prepared and signed by all parties and the cost of same paid in full, no changes shall be made and work will progress without said changes. In the event delay by the Buyer in executing the Change Order and paying the full cost thereof causes an increase in the change, then Buyer shall be responsible for the payment of the increased cost before the changes are made. The failure of the Seller to insist upon a signed Change Order shall not relieve the Buyer from paying the cost of any overage, upgrade or other increased costs and expenses, provided the Seller has informed the Buyer of said increased cost. **Amounts paid for any changes or Change Orders are NON-REFUNDABLE AND SHALL NOT BE REFUNDED TO BUYER UNDER ANY CIRCUMSTANCES.**

**Article 13:** Buyer acknowledges that the Buyer has carefully reviewed the plat of the subdivision showing the lot which the Buyer is purchasing prior to the execution of this Addendum. The Buyer further acknowledges that it is the Buyer's responsibility to determine the location of any easements, wetlands, flood zones or other issues upon said Property and how they would impact the Buyer's use of the Property. The Seller's sole responsibility shall be to locate the house upon the Property in compliance with local and state building codes and setbacks. The Buyer hereby releases the Seller from any obligation to examine or disclose any matter that would be shown by the plat, a title examination of the Property or a complete and accurate survey of the Property.

**Article 14:** This Addendum contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All charges, addition or deletion hereto must be in writing and signed by all parties.

**The Buyer(s) acknowledge receipt of SALES CONTRACT BUILDER INFORMATION, ADDENDUM "A" and agree to the above terms.**

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date



## WARRANTY POLICY

## ADDENDUM "B"

Seller warrants for a period of one year from the date of Closing or the date of occupancy, whichever occurs first, that the house located upon the Property will be: (a) constructed in substantial conformity with the plans, specifications and selections as agreed by the parties and as modified by the terms of the Offer to Purchase and Contract between the parties, (b) constructed to meet the local building codes and HUD/VA building requirements and (c) constructed in a workmanlike manner free from substantial defects in workmanship and materials and free from major structural defects.

Upon being given notice by the Buyer of covered repairs and/or corrections under this warranty, Seller shall have the option to either (a) make the necessary repairs or corrections, (b) replace any faulty or nonconforming item or condition, (c) hire a third party to make the necessary repair, correction or replacement or (d) pay the Buyer the reasonable cost of such repair, replacement and/or replacement.

The parties agree that this warranty shall be limited to one year from the date of Closing or the date of occupancy, whichever occurs first and shall be subject to the limitations and conditions set forth below. Buyer has the obligation to inform the Seller of any items which the Buyer believes in good faith are covered by said warranty. The Seller shall only be responsible for repairs, corrections or replacements under this warranty after they have been given written notice of same. Failure of the Buyer to provide written notice of any warranty item within said one-year period shall be deemed to be a waiver by the Buyer of the warranty for said item.

THE PARTIES AGREE THAT THE EXPRESS WARRANTY DESCRIBED HEREIN IS THE SOLE EXCLUSIVE WARRANTY BY THE SELLER TO THE BUYER AND IS GIVEN IN LIEU OF ANY OTHER WARRANTY EITHER EXPRESS OR IMPLIED, INCLUDING BY NOT LIMITED TO, ANY IMPLIED WARRANTY OF HABITABILITY, WORKMANLIKE CONSTRUCTION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, THE PARTIES AGREE THAT THE TIME LIMITATION OF THIS WARRANTY MAY BE SHORTER THAN THOSE AVAILABLE TO THE BUYER UNDER ANY LAW OR STATUTE OF LIMITATIONS BUT THE BUYER CONSENTS AND AGREES TO WAIVE THE BENEFIT OF SAID STATUTES OF LIMITATION AND ACCEPT THE ONE YEAR LIMITATION.

The parties hereto specifically acknowledge the following:

1. The warranty does not apply to routine maintenance and repair caused by normal wear and tear or the effects of time, such as but not limited to, re-grouting, re-caulking, hairline cracks, structural changes made to the home by Buyer, Acts of God or matters covered by the Buyer's homeowners' insurance. Properly installed caulking will eventually require replacement by the Buyer.
2. That this warranty is not a warranty as to the cosmetic appearance of the Property beyond those agreed by the Buyer and the Seller in writing at the Walk-Thru. Most building materials will expand and contract subject to changes in temperature and humidity. All materials do not expand and contract at the same rate and the result may be small cracks in drywall, paint, and small separations between materials. This is very normal in all new homes.
3. Shrinkage of the wood and sheetrock in the home is inevitable and this will be most noticeable during the first year following completion of the construction. Generally, all that is needed is small cosmetic repairs, sometimes involving minor caulking, to include nail pops. Seller agrees to repair nail pops one time during the one-year warranty period.
4. This warranty does not apply to damages to the Property occurring after closing as a result of Buyer's negligence, including but not limited to, frozen pipes, frozen hose bibs, plant or tree damages due to weather or actions of the Buyer and/or their agents, employees or subcontractors.
5. The heating and air conditioning system is covered by a manufacturer's warranty and is not included in the warranty provided by the Seller. It is the Buyer's responsibility to assure that the filters for the heating and air system are kept clean



and are changed on a regular basis. Failure to routinely change clean and change the filters may void the manufacturers' warranty.

6. The Builder is not responsible for, and the warranty provided herein shall not cover, the growth of grass or scrubs once the Seller has seeded and/or sodded the Property. It shall be the Buyer's responsibility to water and spread ground cover to prevent erosion. The Builder will not re-grade, re-seed, re-sod, a yard, nor remove or replace any shrubs or trees, except for shrubs that are noted as diseased at the final walk-thru. If a portion of the lot is sodded, there is no guarantee or warranty that the sod is or will be 100% weed free. The lot will be graded to ensure proper drainage away from the home on the Property. In the event the Buyer wishes to change the drainage pattern, the Buyer needs to assure that the sure proper drainage slope is retained. The Builder assumes no responsibility for the grading or the subsequent flooding or stagnant pool formation if the established grade pattern is altered.
7. All street plans, lot profiles, water, sewer, curbing, and guttering (if applicable) and any other utility plans, pipes, and drainage plans have been engineered, designed, constructed, and approved by all of the appropriate local and state agencies. After the occupancy or closing, whichever occurs first, the Buyer shall be responsible for assuring that the Property remains in compliance with said approvals, including but not limited to, any applicable stormwater or erosion control plans required by the State of North Carolina or any other governing entity. Seller hereby informs Buyer that it shall be the Buyer's responsibility prior to making any landscaping changes to the Property to determine whether said changes are in conformity with local, state or federal requirements and to obtain any and all approvals and permits required for said work. The Buyer is cautioned not to remove any silt fence or erosion inhibiting elements or change the drainage or slope of said Property without the approval of the State of North Carolina or such governing entity. Furthermore, the Buyer shall maintain any such elements or systems put in place on the Buyer's property which are required by local, state or federal authorities.
8. Concrete, garage floors, porches, drives, walks, and patios can develop hairline cracks that do not affect the structural integrity of said areas or the house. There is no known method of eliminating this condition which is caused by expansion and contraction and the effects of weather. Such cracks are not a condition covered by this warranty. Further, the application of a foreign substance such as deicers, salt-based mixtures and such products have been known to cause damage to the finished surfaces of the concrete and can possibly cause unsightly reactions to the surface of the concrete and encourage accelerated wear and tear. These items are not covered by this warranty.
9. Masonry and mortar can develop cracks due to shrinkage in either mortar or brick. This is normal and should not be considered a defect. These cracks are not covered by this warranty.
10. Fungus / Spores Exclusion: This provision excludes coverage for any claim, loss, cost or expense arising out of injury or damage caused directly or indirectly, in whole or in part, by any fungus(es) or spore(s), or any other substance, vapor or gas produced by or arising from any fungus(es) or spore(s), or any material, product, building component, or structure that contains, harbors, nurturers, or acts as a medium for ant fungus(es) or spore(s).
11. Termite Report: At the time of closing, Seller shall provide Buyer(s) with a letter or a soil treatment report from a pest control company licensed in North Carolina stating that the main dwelling has been treated for subterranean termite infestation with yearly renewable warranty. Renewal of the warranty is the responsibility of the Buyer(s).
12. Utility and storm Drainage: All street plans profiles, water, sewer, cubing, and guttering (if applicable) and any other utility plans, pipes, and drainage plans have been engineered, designed, constructed, and approved by all of the appropriate local and state agencies. **Holbrook Homes** will not be responsible for any modifications or additions to any of the above. If the Buyer(s) desires to improve on any utility of the storm drainage, it is up to the Buyer(s) to obtain any approvals and bear any costs thereof.



13. The Seller is not responsible for any settlement to the Property or the improvements thereon due to subsurface rock, streams, springs, quicksand, sinkholes, or any special subsurface soils which require special excavation or special equipment, or which arise after closing and the Buyer hereby specifically releases the Seller from any liability for damages resulting from said subsurface matter.
14. Except in the event of an emergency, Buyer is requested to occupy the house for a period of time and accumulate a list of warranty items to be repaired, if any, and present them to the Seller at one time instead of submitting single warranty items at different times. In the event of an emergency, such as a leak or potentially dangerous condition, the Buyer should contact the Seller or the Seller's representative immediately.
15. The warranty is non-transferable and shall apply to the original Buyer only. Upon transfer of the title to the Property or any part thereof, this warranty shall be void and of no effect.
16. This warranty does not cover consumer products such as appliances, equipment, and other items pursuant to the Magnuson-Moss Act, 15 U.S.C. sec. 2301. These items are covered only by the manufacturer's warranty.

**The Buyer(s) acknowledge receipt of *SALES CONTRACT WARRANTY, ADDENDUM "B"* and agree to the above terms.**

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date



STANDARD SELECTION WORKSHEET

ADDENDUM "C"

Lot# 36 Plan Name Charleston Elev. Garage R or L

Cabinet Color: White Cabinet Style: Shaker

Hardware Color: [ ] Brushed Nickel [x] Oil Rubbed Bronze/Black

Countertop Kitchen: Alpha White Countertop Baths: Alpha White

Interior Paint Color: SW7014 - Eider White

Carpet: Silver Dollar

Vinyl: n/a

Luxury Vinyl Plank: Endura Plus - Driftwood 01056

Lighting Package: [x] Selection A - Matte Black [ ] Selection B - Nickel [ ] Selection C - Bronze

Interior Door Style: Five Panel

Exterior Lap Vinyl Siding: Victorian Grey (front top & sides/back)

Exterior Batten Vinyl Siding: Victorian Grey (front bottom)

Front Door Color:

Roof Shingle Color: Black



Additional Features/Notes:

Blank lines for additional features/notes

Upon completion and execution of your Selection Worksheet, NO CHANGES WILL BE PERMITTED.

The Buyer(s) acknowledge receipt of Standard Selection Worksheet, Addendum "C" and agree to above terms.

Buyer Signature

Date

Buyer Signature

Date

Seller Signature

Date



**UPGRADE SELECTION WORKSHEET**

**ADDENDUM "D"**

Lot #: 36 Address: 401 Bay Harbor Court, Hubert, NC 28539 Plan Name: Charleston XL

**SELECTION:**

**UPGRADE COST:**

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____
6.	_____	\$ _____
7.	_____	\$ _____
8.	_____	\$ _____
9.	_____	\$ _____
10.	_____	\$ _____
	Total Price of Upgrades	\$ _____
	Builder Credit (if applicable)	\$ _____
	<b>Total Amount Due</b>	<b>\$ _____</b>

All upgrade charges, cost, and expenses shall be paid at the time of issuance of change order. **Said upgrade charges, costs and expenses are NON-REFUNDABLE, FORFEITABLE EXPENSES, and SHALL NOT BE REFUNDED TO BUYER UNDER ANY CIRCUMSTANCES.**

**The Buyer(s) acknowledge receipt of *UPGRADE SELECTION WORKSHEET ADDENDUM "D"* and agree to the above terms.**

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

**ADDITIONAL ACKNOWLEDGMENTS**

Buyers: \_\_\_\_\_

Sellers: Northern Investors Group LLC dba Holbrook Homes

Property Address: 401 Bay Harbor Court, Hubert, NC 28539, (hereafter the "Property")

We, the undersigned Buyers, hereby acknowledge the following:

A. That Holbrook Homes is not qualified to make any representation or determination regarding wetlands on the Property and makes no such representation or determination other than providing to the undersigned such information as has been supplied to them by others.

B. That Holbrook Homes has been informed by others that there are or may be areas designated as wetlands located upon the Property.

C. That if there are protected wetlands upon the Property, the undersigned has been informed that said wetlands are restricted from hydrological disturbance and therefore the undersigned may not be able to disturb any portion of said wetlands area.

D. That the undersigned has carefully reviewed the recorded plat of the subdivision which shows the Property and has independently determined whether or not said Property contains protected wetlands. **The undersigned is advised that a physical survey of the Property with a wetlands delineation may be necessary in order to determine the presence of wetlands upon the Property and such is advised by Holbrook Homes.**

E. That the undersigned acknowledge that Holbrook Homes, their agents and/or employees make no further representations regarding said wetlands and that Holbrook Homes has advised the undersigned to discuss any and all issues regarding wetlands with the U.S. Army Corps of Engineers or any other governmental entity and/or an attorney or any other person of our choosing and that they have been advised to do so prior to the end of the Due Diligence Period as set forth in the Offer to Purchase and Contract regarding the aforesaid property; that the undersigned acknowledge that they will be responsible for the payment of any costs associated with such discussion with U.S. Army Corps of Engineers, an attorney or other such person or entity.

F. That the undersigned are not relying upon any information provided by Holbrook Homes, their agents and/or employees other than that there are or may be wetlands located upon the aforesaid property and that Holbrook Homes, their agents

and/or employees have not provided any advice, information or recommendations to the undersigned Buyers regarding allowed uses of the property within any wetlands areas on said property.

G. That the undersigned have received a copy of the restrictive and protective covenants affecting the aforesaid property and that it is their responsibility to carefully review said documents and to obtain answers to any questions regarding same prior to Closing. The undersigned shall also have the obligation to determine if other restrictive covenants may apply to said property prior to closing. Closing shall constitute the undersigned's acknowledgement that they understand and agree to comply with said covenants.

H. The undersigned was informed prior to the execution of the Offer to Purchase and Contract that there may be a firing range, other military noise or an airport in close proximity to the Property.

I. The undersigned is aware that unless otherwise agreed in writing, Holbrook Homes will not deliver possession of the Property to the undersigned until the deed of conveyance has been properly recorded in the proper county Register of Deeds and funds are available and ready to be disbursed by the closing attorney.

J. That the undersigned was informed that the Property:

1. Lot 36 is permitted by the governing county health department for an **onsite septic system** for 3 bedrooms and/or 6 occupants, or
2. \_\_\_\_\_ is permitted by the governing county health department for an **offsite septic** system for \_\_\_\_\_ bedrooms and/or \_\_\_\_\_ occupants and has been informed that it will be their responsibility to maintain all components of said system and the offsite septic lot or easement area unless the undersigned has determined that the homeowners' association will maintain a portion of said system or offsite lot, or
3. \_\_\_\_\_ is permitted for municipal or private sewer for \_\_\_\_\_ bedrooms and/or \_\_\_\_\_ occupants.

This acknowledgment shall be a part of the Offer to Purchase and Contract executed by the undersigned Buyers.

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

Receipt# 48110  
Amount Paid \$ 195.00  
Payment Style: C-C  
Date: 7-31-2020  
Initials: RM

EHLS-2020-00173



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

ROY COOPER • Governor  
MANDY COHEN, MD, MPH • Secretary  
MARK T. BENTON • Assistant Secretary for Public Health  
Division of Public Health

**COMMON FORM FOR LICENSED SOIL SCIENTIST COVID-19 PERMIT OPTION FOR NON-ENGINEERED SYSTEMS**  
*See Instructions for Use in Appendix A*

Except for "Date received", this Section to be completed by the LSS in accordance with S.L. 2020-3, Section 4.18 and G.S. 130A-336.2

LHD USE ONLY: Initial submittal of this NOI received: 7-31-2020 by RM  
Date Initials

**PART 1: Notice of Intent to Construct (NOI)**

New       Expansion  
 Repair - LHD Permit Number \_\_\_\_\_  Repair - EOP/LSS Permit Number \_\_\_\_\_

1. Facility Owner's name: (Owner, Company Name, Utility, Partnership, Individual, etc.): \_\_\_\_\_  
NORTHERN INVESTORS GROUP LLC

Mailing address: 737 CHADWICK SHORES DR City: SNEAD FERRY State: NC Zip: 28460  
Telephone number: 910-265-8350 E-mail Address: btree@wells58@gmail.com

2. Licensed Soil Scientist (LSS) name: R. HAYWOOD PITTMAN II LSS License number: 1262  
Mailing address: PO BOX 1387 City: RICHMOND State: NC Zip: 28574  
Telephone number: 910-330-2784 E-mail Address: pittmanrno1@yaleu.com

3. Licensed Geologist (LG) (if applicable) name: \_\_\_\_\_ License Number: \_\_\_\_\_  
Mailing address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

4. Proof of Errors and Omissions or other appropriate liability insurance for the following persons is attached that includes the name of the insurer, name of the insured and the effective dates of coverage:  
 LSS       LG

5. Property location (physical address, tax parcel identification number or subdivision lot, block number of the property to be permitted): KINGSBOROGE TR LOT 36 SE. 5, 1307-38/117-176.1  
County Name: ONSLOW

6. Type of facility:  Place of residence No. Bedrooms: 3 No. Occupants: 360  
 Place of business Basis for flow calculation: \_\_\_\_\_  
 Place of public assembly Basis for flow calculation: \_\_\_\_\_

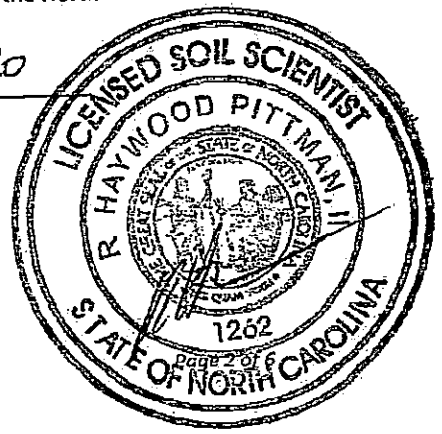
- 7. Factors that would affect the wastewater load: none
- 8. Type, location, and classification (per Rule .1961) of wastewater system: III
- 9. Design wastewater flow: 360 gpd  
 Design wastewater strength:  domestic  high strength  industrial process *(For high strength and industrial process wastewater, a Professional Engineer licensed in accordance with G.S. 89C shall design the on-site wastewater system.)*
- 10. A plat as defined in G.S. 130A-334(7a) is attached:  Yes  No  
 A site plan as defined in G.S. 130A-334(13a) is attached:  Yes  No  
*In accordance with G.S. 130A-335(f), an LSS COVID-19 Permit with a plat is valid without expiration and an LSS COVID-19 Permit with a site plan is valid for five years.*
- 11. Owner meets requirements of ownership or control of the system per 15A NCAC 18A .1938(j):  Yes  No
- 12. Easement, right of way or encroachment agreement required per 15A NCAC 18A .1938(i):  Yes  No  
 If yes, documentation filed in \_\_\_\_\_ County Register of Deeds in Deed book \_\_\_\_\_ Page \_\_\_\_\_
- 13. Multi-party agreements required, as applicable, pursuant to 15A NCAC 18A .1937(h):  Yes  No  
 If yes, agreements filed in \_\_\_\_\_ County Register of Deeds in Deed book \_\_\_\_\_ Page \_\_\_\_\_
- 14. Location of proposed or existing wells (drinking water, irrigation, geothermal, groundwater monitoring, sampling, etc.) and any potable and non-potable water conveyance lines is indicated on attached plans and complies with 15A NCAC 18A .1950:  Yes  No  
 This is a saprolite system.  Yes  No
- 15. Evaluation(s) of soil conditions and site features in accordance with G.S. 130A-335(a1) signed and sealed by a LSS is attached:  Yes  No
- 16. Evaluation of geologic and hydrogeologic conditions signed and sealed by a LG is attached  Yes  NA
- 17. Proposed landscape, site, drainage, or soil modifications are attached:  Yes  NA

**Attestation by LSS pursuant to S.L. 2020-3, Section 4.18 and G.S. 130A-336.2**

I, R. HAYWOOD PITTMAN II hereby attest that the information required to be included with this Notice of Intent to Construct is accurate and complete to the best of my knowledge and that the proposed system shall meet applicable federal, State, and local laws, regulations, rules and ordinances, and that the proposed system does not require a Professional Engineer, licensed in accordance with G.S. 89C, and in accordance with 15A NCAC 18A .1938 and activities determined to be engineering as determined by the North Carolina Board of Examiners for Engineers and Surveyors."

[Signature]  
Signature of Licensed Soil Scientist

7-30-20  
Date



**NOTES:**

**LIABILITY:** *The Department, the Department's authorized agents, or local health departments shall have no liability, for wastewater systems designed, constructed, and installed pursuant to an LSS COVID-19 Permit Option [S.L. 2020-3, Section 4.18(d) and G.S. 130A-336.2]*

**RIGHT OF ENTRY:** *The submittal of this Notice of Intent to Construct grants right of entry to the Local Health Department and the State to the referenced property.*

**ISSUANCE OF BUILDING PERMIT:** *Once the LHD deems that the Notice of Intent to Construct is complete via signature in the section below, the owner may apply to the local permitting agency for a permit for electrical, plumbing, heating, air conditioning or other construction, location or relocation activity under any provision of general or special law pursuant to G.S. 130A-338.*



**Re-submittal of NOI with missing items included**

*This Section is for use by owner to submit items noted as missing during LHD Completeness Review above.  
Resubmittals must be accompanied by a cover letter from the LSS.*

LHD USE ONLY: This NOI resubmittal received: _____ by _____ <div style="display: flex; justify-content: space-between; width: 100%; font-size: small;"> <span>Date</span> <span>Initials</span> </div>
---

Item # from initial NOI	Resubmittal description

**Attestation by LSS pursuant to S.L. 2020-3, Section 4.18**

I, \_\_\_\_\_ hereby attest that the information required to be included with  
*Licensed Soil Scientist (Print Name)*  
 this Notice of Intent to Construct is accurate and complete to the best of my knowledge and that the proposed system shall meet applicable federal, State, and local laws, regulations, rules, and ordinances.

\_\_\_\_\_  
*Signature of Licensed Soil Scientist*

\_\_\_\_\_  
*Date*

*The section below is for Local Health Department use after submittal of items noted as missing above.*

**LHD Follow-up Completeness Review of Notice of Intent to Construct**

This follow-up review for completeness of this Notice and Intent was conducted in accordance with G.S. 130A-336.2(c). This NOI is determined to be:

INCOMPLETE

Based upon review of information in the RESUBMITTAL above, this Notice of Intent remains INCOMPLETE because the following items from Part 1 of this form remain missing: \_\_\_\_\_

Copies of this signed form were sent to the LSS and the Owner on \_\_\_\_\_ via \_\_\_\_\_  
Date Email, FAX, USPS, Hand-delivered

\_\_\_\_\_  
*Print name of authorized Agent of the LHD*

\_\_\_\_\_  
*Signature of authorized Agent of the LHD*

\_\_\_\_\_  
*Date*

COMPLETE

Based upon review of information submitted in the RESUBMITTAL above in addition to information provided in Part 1 of this form, this NOI is deemed complete:

Copies of this signed form were sent to the LSS and the Owner on \_\_\_\_\_ via \_\_\_\_\_  
Date Email, FAX, USPS, Hand-delivered

A complete copy of this form with tracking information was sent to the State: \_\_\_\_\_ via \_\_\_\_\_  
Date Email, FAX, USPS, hand-delivered

\_\_\_\_\_  
*Print name of authorized Agent of the LHD*

\_\_\_\_\_  
*Signature of authorized Agent of the LHD*

\_\_\_\_\_  
*Date*

**PART 3: Authorization to Operate (ATO)**

*Except for date received, the Section below is to be completed by the Owner.*

LHD USE ONLY: Initial submittal of request for ATO received: _____ by _____ <div style="display: flex; justify-content: space-around; width: 100%;"> <span><i>Date</i></span> <span><i>Initials</i></span> </div>
Date of Post-construction Conference: _____

The following items are included in this submittal for an Authorization to Operate under an LSS COVID-19 permit:

1. Signed and sealed copy of the LSS's report that includes:
 

a. Signed and sealed evaluation of soil conditions and site features	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b. Drawings, specifications, plans	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c. Reports on special inspections and final inspection	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d. Management Program manual, including ORC contract, when applicable	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e. On-site Wastewater Contractor's signed statement	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Fee (as applicable)  Yes  No
3. Notarized letter documenting Owner's acceptance of the system from the LSS  Yes  No
4. On-site Wastewater Contractor name: \_\_\_\_\_ License number: \_\_\_\_\_  
 Mailing address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_
5. Proof of Errors and Omissions or other appropriate liability insurance for the On-site Wastewater Contractor is attached and includes the name of the insurer, name of the insured, and the effective dates of coverage.  
 Yes  No

**Attestation by the Owner for Authorization to Operate**

I, \_\_\_\_\_ hereby attest that all items indicated above have been provided to the \_\_\_\_\_ County LHD and the system shall meet applicable federal, State, and local laws, regulations, rules and ordinances.

\_\_\_\_\_  
*Signature of Owner* *Date*

*This section for LHD Use Only.*

**LHD Review of required information for the ATO**

**INCOMPLETE**  
Based upon review of information submitted by the Owner in the Section above, the following items are missing from the information required for an Authorization to Operate for an LSS COVID-19 permit: \_\_\_\_\_

Copies of this signed form were sent to the LSS and the Owner on \_\_\_\_\_ via \_\_\_\_\_  
*Date* *Email, FAX, USPS, Hand-delivered*

\_\_\_\_\_  
*Print name of authorized Agent of the LHD* *Signature of authorized Agent of the LHD* *Date*

**COMPLETE**  
Based upon review of information submitted by the Owner in the Section above, this Authorization to Operate is hereby issued in accordance with G.S. 130A-336.2(m).

A copy of this complete NOI/ATO with tracking information was sent to the State on \_\_\_\_\_ via \_\_\_\_\_  
*Date* *Email, FAX, USPS, Hand-delivered*

\_\_\_\_\_  
*Print name of authorized Agent of the LHD* *Signature of authorized Agent of the LHD* *Date*

**ISSUANCE OF CERTIFICATE OF OCCUPANCY:** Once the LHD determines completeness based upon the ATO submission, the owner may apply to the local permitting agency for permanent electrical service to a residence, place of business or place of public assembly pursuant to G.S. 130A-339.

PITTMAN SOIL CONSULTING  
 PO BOX 1387  
 RICHLANDS, NC 28574,  
 910-330-2784  
 pittmansoil@yahoo.com

Sheet 1 of 1  
 PROPERTY ID #: \_\_\_\_\_  
 COUNTY: ONSLow

SOIL/SITE EVALUATION  
 for ON-SITE WASTEWATER SYSTEM

OWNER: KINGSBRIDGE II  
 ADDRESS LOT 36  
 PROPOSED FACILITY: 3 BEDROOM PROPOSED DESIGN FLOW (.1949): 360  
 LOCATION OF SITE: \_\_\_\_\_

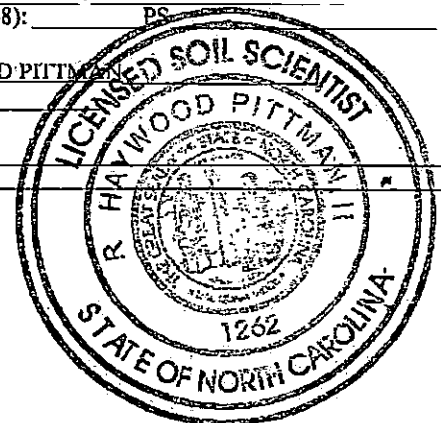
DATE EVALUATED: \_\_\_\_\_  
 PROPERTY SIZE: \_\_\_\_\_  
 PROPERTY RECORDED: YES

WATER SUPPLY:  Private  Public  Well  Spring  Other \_\_\_\_\_  
 EVALUATION METHOD:  Auger Boring  Pit  Cut TYPE OF WASTEWATER:  Sewage  Industrial Process  Mixed

P R O F I L E #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941)				OTHER PROFILE FACTORS				PROFILE CLASS & L.TAR	
			.1941 STRUCTURE/ TEXTURE		.1941 CONSISTENCY/ MINERALOGY		.1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ		
1	0-1 LS	0-10	SL	GR	VFR	NEXP	U 30" 2.5Y 6/1	S	NA	NA	U 18"TB 0.5	
		10-18	SL	GR	VFR	NEXP						
		18-30	SL	GR	VFR	NEXP						
		30-48	SL	GR	VFR	NEXP						
2	0-1 LS	0-10	SL	GR	VFR	NEXP	U 26" 2.5Y 6/1	S	NA	NA	U 8"TB 0.3	
		10-18	SL	GR	VFR	NEXP						
		18-26	SL	GR	VFR	NEXP						
		26-48	SL	GR	VFR	NEXP						
3	0-1 LS	0-10	SL	GR	VFR	NEXP	U 18" 2.5Y 6/1	S	NA	NA	U 6"TB 0.2	
		10-18	SL	GR	VFR	NEXP						
		18-24	SL	GR	VFR	NEXP						
		24-48	SL	GR	VFR	NEXP						
4												

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM	OTHER FACTORS (.1946): <u>S</u>
Available Space (.1945)	S	S	SITE CLASSIFICATION (.1948): <u>PS</u>
System Type(s)	III	V	EVALUATED BY HAYWOOD PITTMAN
Site L.TAR	0.6	0.6	OTHER(S) PRESENT: _____

COMMENTS: \_\_\_\_\_



# *Pittman Soil Consulting*

1003 Gregory Fork Road  
Richlands, NC 28574  
Phone (910)330-2784  
*pittmansoil@yahoo.com*

JULY 30, 2020

Ref: KINGSBRIDGE II, LOT 36 SEC 5, 275 E IVYBRIDGE

A soil evaluation was conducted on the above referenced tract to determine the sites suitability for septic. The current laws and rules of NC was used as guide for this evaluation.

The purpose of this evaluation was to locate suitable soil for an on-site waste water system. Hand Auger borings were conducted across the site and were used to characterize the soil texture, structure, and depth to the soil wetness condition. The attached plot plan shows the location of the septic system in the most ideal location on the lot. The soil wetness condition was found to be 26-30" from the surface with a loamy sand texture. I have assigned an LTAR of 0.6 gpd/sqft for a 360 gpd 3 bedroom residence. This will require the installation of 4-50' low profile chamber lines that shall be installed in accordance with the current rules. The depth to soil wetness of 26-30" would constitute an 8-12" trench bottom. The system will require 6" soil cover that shall extend 5' from the edge of the system. The system will require a 1000 gallon septic tank.

The repair area will require a 12'x50' aerobic drip with TS-II pretreatment installed at 6" from the surface with an LTAR of 0.6 gpd/sqft.

After installation the site should be landscaped to shed surface water. Any alterations to the site may impact soil conditions.

This evaluation does not constitute any type of warranty or guarantee.

The septic system installation shall be conducted by a licensed installer with the required insurance, and inspected by Pittman Soil Consulting.

If you have any questions please feel free to contact me at 910-330-2784. Thank You.

Sincerely,



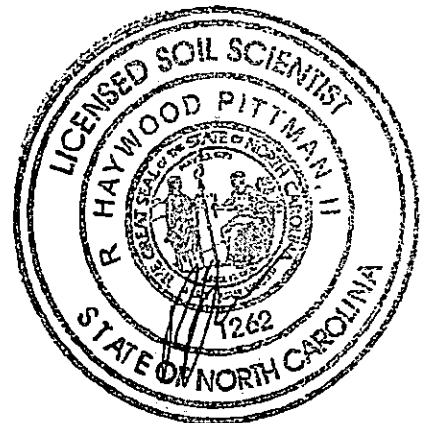
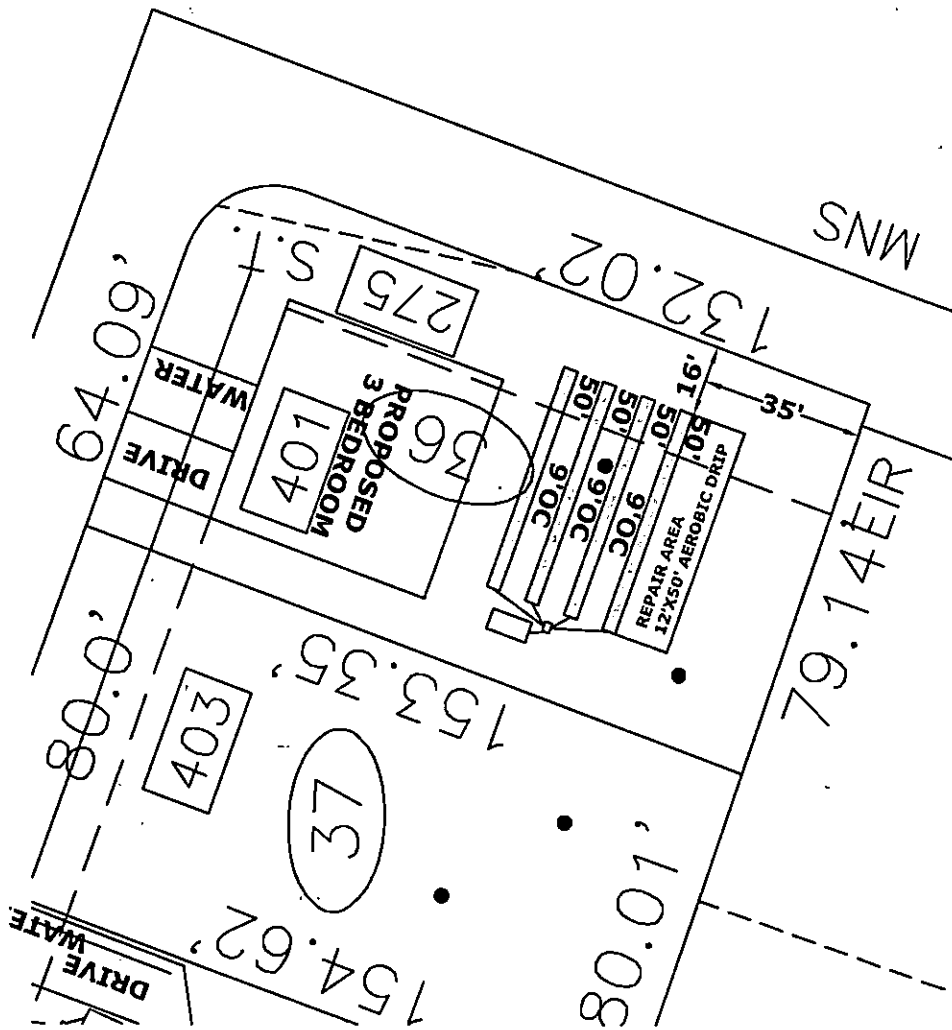
**R. HAYWOOD  
PITTMAN II**

Digitally signed by R. HAYWOOD  
PITTMAN II  
DN: cn=R. HAYWOOD PITTMAN II,  
o=PITTMAN SOIL CONSULTING, ou,  
email=pittmansoil@yahoo.com,  
c=US  
Date: 2020.07.31 00:04:37 -04'00'

R. Haywood Pittman II  
NC Licensed Soil Scientist

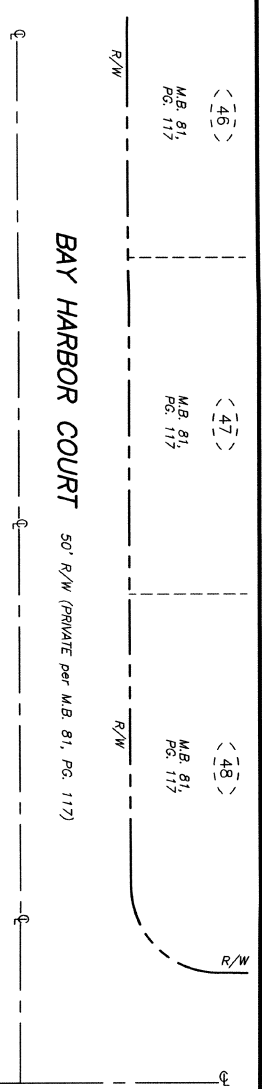
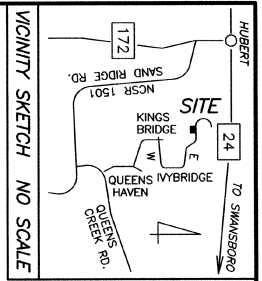
Owner: KINGSBRIDGE II  
 Address: LOT 36 SEC 5  
 Location: 275 EAST IVYBRIDGE  
 \_\_\_\_\_  
 \_\_\_\_\_

PITTMAN SOIL CONSULTING  
PO BOX 1387  
RICHLANDS, NC 28574  
910-330-2784  
pittmansoil@yahoo.com



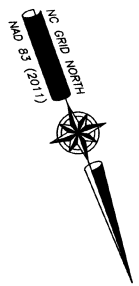
**INITIAL**  
 3 BEDROOM  
 LTAR .6  
 4-50' LOW PROFILE CHAMBER LINES  
 8-12" TB  
 >6" SOIL COVER REQUIRED OVER  
 SYSTEM AND 5' BEYOND SYSTEM

**REPAIR AREA**  
 3 BEDROOMS  
 LTAR .6  
 12'X50' AEROBIC DRIP  
 TS-II PRETREATMENT  
 6" TB  
 >6" SOIL COVER REQUIRED OVER  
 SYSTEM AND 5' BEYOND SYSTEM



**LEGEND**

ACS=ABOVE GROUND SURFACE  
 BGS=BELOW GROUND SURFACE  
 D.B.=DEED BOOK  
 ER=EXISTING IRON REBAR  
 EMS=EXISTING MAG SPIKE  
 FT.=FOOT  
 IN.=INCH  
 M.B.=MAP BOOK  
 M.F.=MAP FORMERLY  
 R/W=RIGHT OF WAY  
 C OR C/L=CENTERLINE  
 Δ=CONTROL  
 ---=BOUNDARY LINE  
 ---=TILE LINE  
 ---=PLOTTED FROM DEEDS OR MAPS  
 ---=LOT NUMBER  
 ---=ADJOINING LOT NUMBER  
 MBLD&SSE=MINIMUM BUILDING LINE, DRAINAGE, UTILITY, & SEPTIC SYSTEM EASEMENT  
 [911]=ADDRESS



**NOTES**

1. THIS LOT IS AN EXISTING PARCEL OF LAND.
2. SUBJECT TO RESTRICTIVE COVENANTS, MAPS, DEEDS AND/OR EASEMENTS OF RECORD, ZONING ORDINANCE, WETLANDS, REVISIONS, AGREEMENTS, STORMWATER PERMITS, TITLE SEARCH, & UNDERGROUND UTILITIES, IF ANY.
3. NO COMPLETE TITLE SEARCH PROVIDED TO SURVEYOR.
4. THIS MAP DOES NOT CERTIFY OWNERSHIP.
5. PROPOSED DWELLING IS NOT MAPPED WITHIN A 1% ANNUAL CHANCE FLOOD HAZARD AREA PER FIRW 3720534500K, EFFECTIVE DATE: 06-19-2020.
6. PER ON-SLOW COUNTY GIS ZONED R-15, SETBACKS PER ZONING: FRONT 20', REAR 15', SIDE 8', SIDE STREET 20'. SETBACKS PER M.B. 84, PG. 170: FRONT 25', REAR 15', SIDE 8', SIDE STREET 20'. NO GROUND-MOUNTED EQUIPMENT MAY ENROACH MORE THAN 18" INTO A REQUIRED SETBACK.
7. LOCATION OF PROPOSED SEPTIC TANK AND DISTRIBUTION BOX MUST MAINTAIN A MINIMUM DISTANCE OF 10' FROM WATER LINES, PROPERTY LINES, AND A MINIMUM OF 5' FROM FOUNDATION OR DECKS.
8. AREA BY COORDINATES.
9. MAXIMUM ALLOWABLE BUILT-UPON AREA (IMPERVIOUS) = 2,300 SQ. FT. PROPOSED BUILT-UPON AREA = 2,122 SQ. FT.

NORTH CAROLINA, ON-SLOW COUNTY

I, DAVID T. WESTON, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME FROM BOOKS REFERENCED HEREON; THAT THE RATIO OF PRECISION IS 1:10,000; THAT BOUNDARIES NOT SURVEYED ARE REFERENCED TO THE SURVEY OF THE STATE OF NORTH CAROLINA TO BE HAD AND REFERRED TO AS THE "STATE SURVEY" AND THAT THE POINTS OF BEGINNING OF THIS SURVEY IS OF AN EXISTING PARCEL OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET OR EASEMENT. THIS SURVEY IS NOT TO BE CONSIDERED A WITNESS IN MY SIGNATURE AND SEAL THIS 19th DAY OF JULY, 2023.

SIGNED \_\_\_\_\_  
 PROFESSIONAL LAND SURVEYOR

**DAVID T. WESTON**  
 LAND SURVEYING  
 481 NORTHWEST BRIDGE ROAD, JACKSONVILLE, NC 28540  
 PHONE (910) 324-5708 EMAIL dtw451@earthlink.net  
 PRELIMINARY SITE PLAN FOR  
**NORTHERN INVESTORS GROUP, LLC.**  
 BEING LOT 36, "KINGSBRIDGE II, SECTION 5, PHASE 2", M.B. 84, PG. 170  
 SWANSBORO TOWNSHIP, ON-SLOW COUNTY, NORTH CAROLINA

DATE 07-19-2023  
 JOB NAME L-3588  
 FIELD BOOK DC  
 SCALE 1" = 20'

SWANSBORO TOWNSHIP, ON-SLOW COUNTY, NORTH CAROLINA  
 SCALE 1" = 20'

**REFERENCES**

M.B. 84, PG. 170  
 M.B. 81, PG. 117 (4 SHEETS)  
 TAX MAP #13070-1  
 D.B. 3905, PG. 617  
 E.H.S.-2020-00173

**REQUIRED SETBACKS**

(See Note #5)

Zoned R-15  
 Front 20'  
 Rear 15'  
 Side 8'  
 Side St. 20'

**PROPOSED SETBACKS**

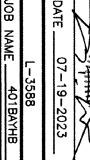
Front 27'  
 Rear 87.44' & 27.54'  
 Side 10'  
 Side St. 27.54'

CHESTWOOD DRIVE EX. 60'± R/W

CHESTWOOD COURT

EMSA

EMSA (372)



SWANSBORO TOWNSHIP, ON-SLOW COUNTY, NORTH CAROLINA  
 SCALE 1" = 20'



CHESTWOOD DRIVE EX. 60'± R/W

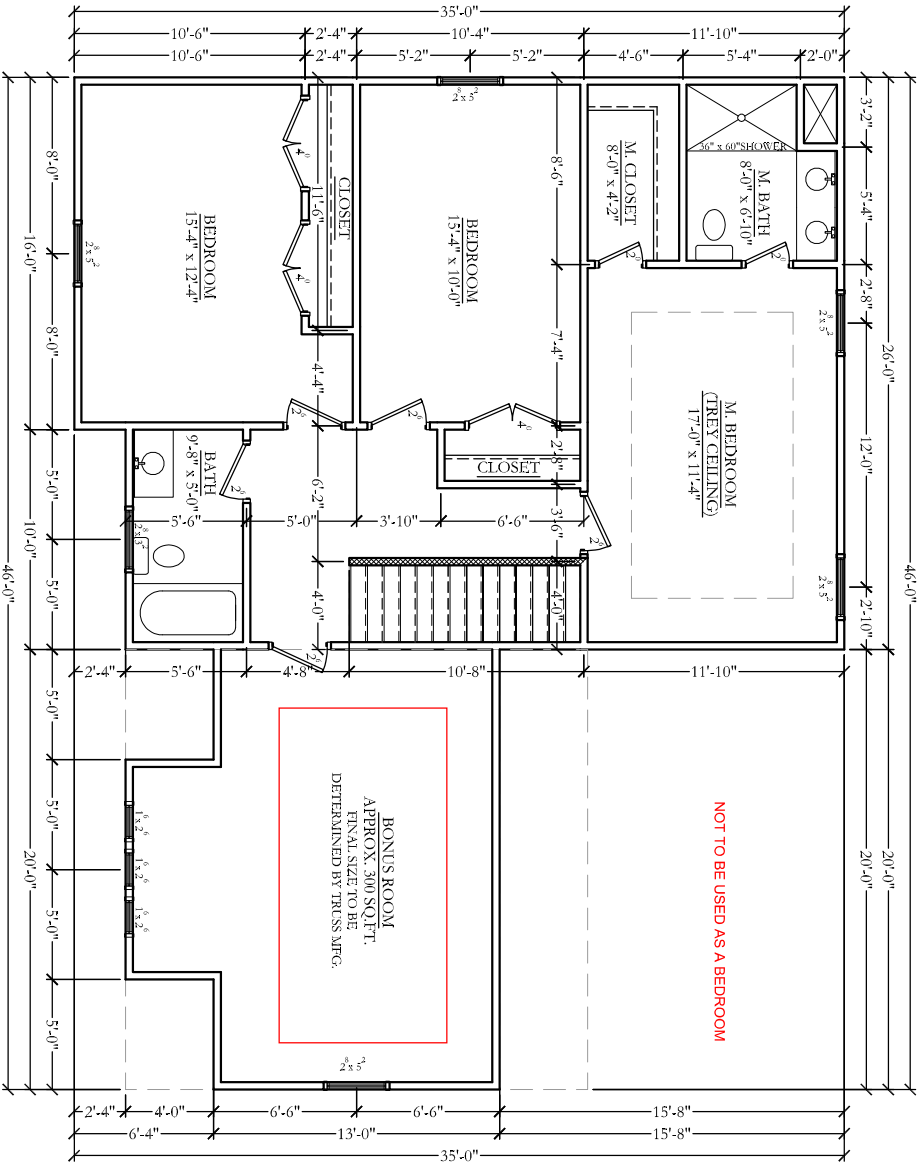
CHESTWOOD COURT

EMSA

EMSA (372)

NC GRID NAD 83 (2011)  
 NCVRS-GPS-NCRTN  
 N=352162.63 FT.  
 E=2542408.79 FT.  
 COMBINED SCALE FACTOR 0.999923





**SECOND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

NOT TO BE USED AS A BEDROOM

BONUS ROOM  
APPROX. 300 SQ.FT.  
FINAL SIZE TO BE  
DETERMINED BY TRUSS MFG.

**SQUARE FOOTAGE CALCULATIONS**

FIRST FLOOR:	
HEATED.....	887 SQ. FT.
GARAGE.....	420 SQ. FT.
FRONT PORCH.....	53 SQ. FT.
SECOND FLOOR:	
HEATED.....	887 SQ. FT.
BONUS ROOM.....	300 SQ. FT.
<b>TOTAL HEATED WITH OUT BONUS.....</b>	<b>1774 SQ. FT.</b>
<b>TOTAL HEATED WITH BONUS.....</b>	<b>2074 SQ. FT.</b>

**FRAMING LEGEND**

[Symbol]	4" WALL
[Symbol]	6" WALL
[Symbol]	BRICK
[Symbol]	KERNEVAL
[Symbol]	RAILING
[Symbol]	EDGE OF BUILDING BELOW

ALL DIMENSIONS ARE FROM OUTSIDE FACE OF EXTERIOR WALLS AND CENTER LINE OF INTERIOR WALLS. ALL EXTERIOR DOOR AND WINDOWS ARE LOCATED BY THEIR APPROXIMATE CENTER. ALL DOOR AND WINDOW SIZES ARE LABELED BY THEIR NOMINAL SIZE. VERIFY ALL DIMENSIONS AND CONTACT CONNER DRAFTING & DESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

TYPICAL CEILING HEIGHT OF 9'-0" ON FIRST FLOOR AND 8'-0" ON ADDITIONAL FLOORS UNLESS OTHERWISE NOTED.

CATHEDRAL CEILINGS, VAULTED CEILINGS AND/OR CEILING TREYS AS NOTED ON FLOOR PLAN.

CONTRACTOR TO VERIFY THAT WINDOWS MEET EMERGENCY ESCAPE AND RESCUE OPENING REQUIREMENTS IN EACH SLEEPING ROOM AND LIGHT/VENTILATION REQUIREMENTS (R303) IN EACH HABITABLE ROOM.

**NOTICE**

THIS DRAWING APPLIES ONLY TO THE SITE SPECIFIED HEREIN. ANY OTHER USE IS PROHIBITED. NO PART IS TO BE COPIED, MODIFIED, REBRAWN OR USED OTHER THAN INDICATED HEREIN. ANY VIOLATIONS WILL BE A DIRECT COPYRIGHT INFRINGEMENT AND IS CONSIDERED ILLEGAL USAGE.

**SECOND FLOOR PLAN**

PLANS  
**THE CHARLESTON**

NORTHERN INVESTORS  
GROUD, LLC  
757 CHADWICK SHORES DR.  
SNEADS FERRY, NC 28460

DATE: 7-24-23 SCALE: 1/4" = 1'-0"

**CDD**

CONNER DRAFTING & DESIGN  
P.O. BOX 417  
REHOBOTH, NC 28574  
TEL: 910.324.1280  
FAX: 910.324.1280  
EMAIL: CONNER.DRAFTING@FAROCCO.COM

DRAWN BY: FILENAME: CDD  
CDD  
© 2023 CDD  
SHEET: 3 OF 3

IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND/OR BUILDER TO CONFORM TO ALL STANDARDS, PROVISIONS, REQUIREMENTS, METHODS OF CONSTRUCTION AND USES OF MATERIALS PROVIDED IN BUILDINGS AND/OR STRUCTURES AS REQUIRED BY N.C. ENHANCED BUILDING CODE, LOCAL AGENCIES AND IN ACCORDANCE WITH GOOD ENGINEERING PRACTICES.

NEITHER CONNER DRAFTING & DESIGN NOR ANY OF ITS SUB-CONTRACTORS ARE RESPONSIBLE FOR ANY PROBLEMS DUE TO HUMAN ERROR AND/OR OMISSIONS ON THESE DOCUMENTS. IT IS THE OWNER AND/OR CONTRACTORS RESPONSIBILITY TO CAREFULLY REVIEW THESE PLANS FOR ERRORS AND OMISSIONS PRIOR TO CONSTRUCTION. IF ANY PROBLEMS ARE FOUND IN THE REVIEW PLEASE NOTIFY CONNER DRAFTING AND DESIGN PRIOR TO BEGINNING CONSTRUCTION SO ANY REVISIONS CAN BE MADE.



**OWNERS' ASSOCIATION DISCLOSURE ADDENDUM**

**NOTE:** For when Residential Property and Owner's Association Disclosure Statement is not required (For example: New Construction, Vacant Lot/Land) or by agreement of the parties.

Property: **401 Bay Harbor Court, Hubert, NC 28539**

Buyer: \_\_\_\_\_

Seller: **Northern Investors Group LLC**

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Buyer and Seller for the Property.

For the purposes of this Addendum, "Development" means any planned community or condominium project, as defined by North Carolina law, which is subject to regulation and assessment by an owners' association.

Any representations made by Seller in this Addendum are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies relating to the Development, to the best of Seller's knowledge. Seller does not warrant the accuracy, completeness, or present applicability of any representation or documents provided by Seller, and Buyer is advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

1. Seller represents to Buyer that the Property is subject to the following owners' association(s) [insert N/A into any blank that does not apply]:

(specify name): **Kingsbridge II Homeowner's Association, Inc** whose regular assessments ("dues") are \$ **193.00** per **Year**. The name, address and telephone number of the president of the owners' association or the association manager are: **President: Mason Madison; Address: P.O. Box 399, Hubert, NC 28539; Phone No.: 910-378-9178**

Owners' association website address, if any: **www.kingsbridgeiioa.com**

(specify name): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager are: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

2. Seller represents to Buyer that the following services and amenities are paid for by the above owners' association(s) from the regular assessments ("dues"): (Check all that apply)

- |  |   |
|--|---|
| <input type="checkbox"/> Master Insurance Policy                                       | <input type="checkbox"/> Street Lights                                    |
| <input type="checkbox"/> Real Property Taxes on the Common Areas                       | <input type="checkbox"/> Water  |
| <input type="checkbox"/> Casualty/Liability Insurance on Common Areas                  | <input type="checkbox"/> Sewer  |
| <input type="checkbox"/> Management Fees   | <input checked="" type="checkbox"/> Private Road Maintenance              |
| <input type="checkbox"/> Exterior Building Maintenance                                 | <input type="checkbox"/> Parking Area Maintenance                         |
| <input type="checkbox"/> Exterior Yard/Landscaping Maintenance                         | <input type="checkbox"/> Common Areas Maintenance                         |
| <input type="checkbox"/> Trash Removal   | <input type="checkbox"/> Cable  |
| <input type="checkbox"/> Pest Treatment/Extermination                                  | <input type="checkbox"/> Internet service                                 |
| <input type="checkbox"/> Legal/Accounting  | <input checked="" type="checkbox"/> Storm Water Management/Drainage/Ponds |
| <input checked="" type="checkbox"/> Recreational Amenities (specify): <b>boat ramp</b> | <input type="checkbox"/> Gate and/or Security                             |

Other (specify) \_\_\_\_\_  
 Other (specify) \_\_\_\_\_



This form jointly approved by:  
North Carolina Bar Association  
North Carolina Association of REALTORS®, Inc.

Buyer initials \_\_\_\_\_ Seller initials SK



STANDARD FORM 2A12-T  
Revised 7/2022  
© 7/2023

3. As of this date, there are no other dues, fees or Special Assessments payable by the Development's property owners, except: none known

4. As of this date, there are no unsatisfied judgments against or pending lawsuits involving the Property, the Development and/or the owners' association, except: none

5. The fees charged by the owners' association or management company in connection with the transfer of Property to a new owner (including but not limited to document preparation, move in/move out fees, preparation of insurance documents, statement of unpaid assessments, and transfer fees) are as follows: transfer fee to be paid by buyer.

6. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The parties have read, understand and accept the terms of this Addendum as a part of the Contract.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

**Northern Investors Group LLC**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

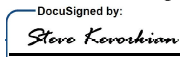
Entity Buyer: \_\_\_\_\_

Entity Seller: \_\_\_\_\_

(Name of LLC/Corporation/Partnership/Trust/etc.)

**Northern Investors Group LLC**  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: **Steve Kevorkian** \_\_\_\_\_

Print Name

Print Name

Title: \_\_\_\_\_

Title: **Manager** \_\_\_\_\_

Date: \_\_\_\_\_

Date: **1/24/2024** \_\_\_\_\_