

TIDEWATER AT OCEAN ISLE, INC.

Rules and Regulations

January 1, 2017

Article II

Property Rights

Section 2 Delegation of Use:

Any owner may delegate the right of enjoyment of the Common Areas to the members of his family, his tenants, guests and invitees, provided, the Declarant or the Board may enact rules and regulations requiring that any guest or invitee shall be accompanied by the Owner, a family member or tenant actually residing in a Building. Special rules and regulations may be established by the Board regulating the amenity package.

Section 4 Parking Rights and Restrictions:

The Design Review Board may require off-street parking for the parking of automobiles and other vehicles for some but not all Lots in the Property. Neither owners nor their guests or invitees may park commercial trucks, boats, or trailers on the streets or Common Areas located on the Property without the express written permission of the Association. No truck nor other vehicle in excess of a three-quarter (3/4) ton capacity, no camper, motor home, no trailer of any variety and no similar vehicle or apparatus shall be allowed unless housed or stored in enclosed garage in which said vehicle is screened from view. No customized vehicles which are unsightly in appearance as determined by the Board of Directors of the Association shall be allowed. No motorcycles shall be operated in the subdivision unless equipped with mufflers to control oppressive noise. No all-terrain ("off road") vehicles which are not duly licensed by the Department of Motor Vehicles shall be operated in the Tidewater Subdivision.

Article VI

Maintenance and Landscaping

“No amendment to or modification of any rules and regulations or design or architectural guidelines shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Article XI.”

Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the Declaration, as amended heretofore and hereafter, which Declaration shall run with title to the Property and shall be binding on all parties having any right, title, or interest in the described Property or any part thereof, and shall inure to the benefit of each Owner thereof.

Each Owner shall be responsible for the exterior maintenance of each Building located upon the Owner’s Lot, as well as all landscaping, irrigation and maintenance of any areas surrounding the Owner’s Building(s) extending to the roadway (public or private) adjoining the Owner’s Lot and agrees to maintain the Building(s) and the Lot(s) in a good and acceptable manner.

If the Board of Directors determines that any Owner (1) has failed to maintain any Building or Lot owned by him in a manner which is reasonably neat and orderly and consistent with other Lots and Buildings within the Property and compliance with the rules, regulations and directives of the Design Review Board, or (2) fails to keep improvements constructed thereon in a state of repair so as not to be unsightly, or (3) fails to comply with the landscaping requirements set forth above (including buffer areas) or as may be adopted by the Design Review Board as hereafter set forth, the Board of Directors, upon the affirmative vote of two-thirds (2/3) of the members of the Board of Directors, and following ten (10) days written notice to the Owner, may make or cause to be made repairs to such Buildings and perform such maintenance on the Lot as the removal of trash, cutting of grass, pruning of shrubbery, weeding and items of erosion control. The Association shall have an easement over and through each Lot for the purpose of accomplishing the foregoing and shall not be liable to Owner for any trespass or alleged trespass or for any damage resulting from the entry except for gross

negligence upon the part of the Board or its agents. The reasonable costs incurred by the Association in rendering all such services, plus a service charge of fifteen percent (15%) of such cost, shall be added to and become a part of the assessment to which such Lot is subject.

The Association or Declarant may require that each undeveloped Lot be underbrushed (“bushhogged”) once each year to remove unsightly overgrown conditions conducive to propagation of mosquitoes, insects or other vermin. Such annual underbrushing shall be performed at the expense of the Owner of each said undeveloped Lot and shall be treated as an annual assessment or charge collectable from each said undeveloped Lot owner as provided in Article V.

Article VII

Design Review Board; Use Restrictions

“No amendment to or modification of any rules and regulations or design or architectural guidelines shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Article XI.”

Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the Declaration, as amended heretofore and hereafter, which Declaration shall run with title to the Property and shall be binding on all parties having any right, title, or interest in the described Property or any part thereof, and shall inure to the benefit of each Owner thereof.

Section 4 Rules and Regulations:

The Board of Directors of the Association shall each have the power to formulate, amend, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the yards of each Lot and Common Areas.

Section 5 Use of Property:

Each Lot, Building and the Common Areas shall be for the following uses and subject to the following restrictions, and conditions:

- a. All Lots, Buildings and the Common Areas shall be used solely for single family residential purposes and for purposes incidental or accessory thereto, including any common recreation and meeting areas, as approved by Declarant.
- b. No Lot may be subdivided without prior written approval of the Declarant.
- c. Declarant may use up to three (3) homes at any given time for offices and / or for sales or display purposes and may place signage thereon as allowed under Article XII hereof. Declarant may also place such offices and signage upon Common Areas.
- d. Nothing shall be kept and no activity shall be carried on in any Lot which will increase the rate of insurance, applicable to residential use, for the surrounding Property or the contents thereof.
- e. No owner shall do or keep anything, or cause or allow anything to be done or kept, in his Lot or upon the Common Areas which will result in the cancellation of insurance on any portion of the Property, or the contents thereof, or which will be in violation of any law, ordinance, or regulation.
- f. No waste shall be committed by any Owner upon any portion of the Common Areas.
- g. No Lots shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste materials shall not be burned or disposed of on any Lot. All garbage receptacles, containers and enclosures shall be located so as not to be unsightly and said locations shall be as originally designated or constructed by Declarant or as approved by the Design Review Board. All refuse collection shall be by a carrier or provider designated by the Declarant or the Board of Directors. All containers and receptacles shall promptly be removed from the street, roadway or alleyway following the day(s) scheduled for collection by the carrier or provider.
- h. No immoral, improper, offensive or unlawful use shall be made of the Property, or any part thereof, and all valid laws, ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed, including any impervious surface regulations.

** For all information related to built-upon and impervious surface requirements refer to Article XII in the Tidewater Recorded Covenants, including all amendments to the original document.**

- i. Nothing shall be done in or to any Lot, including Buildings located thereon, or upon any of the Common Areas which will impair the structural integrity of any Building or adversely impact any Common Areas, except in the manner provided in this Declaration.
- j. Subject to the provisions of subparagraph (c) above, no industry, business, trade, occupation or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the Property. The foregoing shall not preclude the use of a portion of a residence for "home office" purposes so long as such use does not allow the physical presence of customers, clients, agents, employees, contractors, subcontractors, suppliers or any other persons associated with such activity.
- k. Except as may be required by municipal ordinance, no Owner shall display, or cause to allow to be displayed to public view any sign, placard, poster, billboard or identifying name or number upon any Building or any portion of the Common Areas, except as may be approved by the Design Review Board or the Declarant. This shall include prohibition on the display of all real estate sale, lease, or rental signs and signs of a political nature, among others, without said approval.
- l. No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the Common Areas except at the direction of and with the express written consent of the Association.
- m. The Common Areas shall be used only for the purposes for which they are intended and reasonably suited and which are incidental to the use and occupancy of the Buildings, subject to any rules or regulations that may be adopted by the Association pursuant to its Bylaws.
- n. Minimum square footage requirements for residences shall be established for different portions of the Property as determined by the Design Review Board. Notwithstanding the foregoing, the requirements shall not require a minimum square footage requirement greater than 1600 square feet of heated living area, exclusive of porches, decks and garages. In addition, the Declarant, so long as it owns any portion of the Property, and thereafter, the Association, may authorize in its discretion, reasonable variances of up to ten percent (10%) of the required minimum square feet when

circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require.

- o. All buildings shall satisfy the architectural guidelines promulgated by the Design Review Board. Upon receipt of a request for approval to construct a Building by an Owner, which request shall be accompanied by such documentation and application fees as may be required by the guidelines then adopted by the Design Review Board, the Design Review Board shall have thirty (30) days thereafter to approve, disapprove or request additional information or documentation relating to the request. If the request is disapproved or if additional documentation is required, the Design Review Board shall notify the Owner in writing, setting forth the reason for the disapproval or the additional documentation required. If no response is provided by the Design Review Board within said thirty (30) day period, the request shall be deemed approved. If additional documentation is required or of revisions to the plans and documentation has been requested by the Design Review Board, upon receipt of the requested documentation or revisions and any additional fees as may be required pursuant to the guidelines, the Design Review Board shall again approve, disapprove or request additional documentation within fifteen (15) days of receipt of the additional documentation or revisions. In the event the Design Review Board disapproves the request or again requests additional documentation, it shall so notify the Owner in writing, again stating the reason for disapproval or the additional documentation that is required. If no written notification is given to the Owner within the fifteen (15) day period, the request is deemed approved.
- p. No Owner may construct any boat dock within the Property or the adjoining waters unless such construction is approved by the Board and upon such terms as it may require in its sole discretion. Declarant, or its designee, shall have the exclusive right otherwise to install piers, boat docks and / or boat slips upon the Property.
- q. All mailboxes at the Property shall conform to those approved in the architectural guidelines promulgated by the Design Review Board, which guidelines may require that all mailboxes be identical in all respects.
- r. Any fencing installed by an Owner or its agent shall be solely in the rear yard of the Owner's Lot. All fencing must be located in such area as

approved by the Design Review Board and be of a type included within the architectural guidelines promulgated by the Design Review Board. No chain link, split rail or welded wire fences shall be allowed on any Lot. Prior to installing any fencing, any Owner must submit a written request, including detailed plans and specifications, to the Design Review Board for approval.

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t. Construction activities on or in any Building shall take place solely from Monday through Saturday between the hours of 8:00am and 6:00pm. No construction vehicle may be parked on any Lot, roadway or Common Area overnight. All construction equipment, trailers or other commercial equipment and building supplies and materials must be kept within the boundaries of the Lot, properly secured and kept in a clean and neat manner.

u. No yard sales may be conducted on the Property at any time.

v. No outdoor clotheslines or similar equipment shall be erected or located on any Lot or within the Common Areas, except as specifically approved by the Design Review Board.

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x. No outside burning (not to include outdoor grills or approved outdoor chimneys) shall be permitted except as may be approved by the Association in advance (provided that in no such event shall burning be permitted except in compliance with all applicable governmental regulations).

y. No fuel tanks, garbage or refuse receptacles may be exposed to view. The placement of any such tanks or receptacles must be approved by the Design Review Board ("DRB") and may only be located within the main dwelling house (if authorized by law), within an accessory building (if authorized by law), screened by shrubs or painted lattice, or buried underground.

z. No swimming pools, hot tubs, Jacuzzi, or other similar facilities shall be allowed or located on any Lot without the prior written approval of the Design Review Board ("DRB"). All such improvements or facilities shall be screened from public and neighborhood view, be fenced, and maintained and operated in accordance with all applicable governmental laws and regulations.

Section 6 Landscaping:

Prior to commencement of construction of any improvement upon any Lot, the Owner must submit a landscaping plan to the Design Review Board for review and approval. The Design Review Board shall establish standards and guidelines for the quality and quantity of the plans to be submitted, fees required with each submission and modification thereof, as well as general guidelines relating to landscaping of each Lot which may include required and permitted sod as well as certain species which may or may not be used in connection with the landscaping. The procedure for submission shall be as set forth in Section 5(o) above. Upon approval of the landscaping plan, the Lot shall be landscaped as approved and shall thereafter be maintained by the Owner in strict accordance with the approved plans.

Without limiting the foregoing, the following specific requirements shall apply to all Lots:

- a. No tree or vegetation twelve inches or larger at ground level may be removed without the written approval of the Design Review Board and only upon such terms and conditions as are satisfactory to the Committee.
- b. Wetlands must remain in a pristine condition and Owners shall take no action which materially impairs or impacts any wetland.
- c. No grass or vegetation may be planted in any wetland area or within ten (10) feet of any wetland or the high water mark of any navigable water without first obtaining the written approval of the Design Review Board and any applicable governmental agencies or authorities.
- d. Trees within ten (10) of any wetland or the high water mark of any navigable water may be trimmed but not cut without the prior written consent of the Design Review Board and any applicable governmental agencies or authorities.

Section 7 Animals:

No animals, livestock or 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 kept in a building or in such other area approved by the Design Review Board.

Section 8 Lease of Buildings:

No Building shall be leased for transient or hotel purposes, nor may any Owner lease less than the entire Building, nor shall any such lease be for any period of less than six (6) months. Any lease must be in writing and provide that the terms of the lease and occupancy of the Building shall be subject in all respect to the provisions of this Declaration and the Bylaws, and any failure by a lessee to comply with the terms of such documents shall be a default under the lease.

Section 9 Combination of Lots:

Upon prior approval of the Declarant or the Design Review Board (“DRB”), no more than two (2) contiguous Lots may be combined into one (1) resulting residential building Lot. In order to obtain such approval, the Owner of said two contiguous Lots shall provide the DRB with a proposed combination survey plat which depicts the new proposed lot lines and the location of any current or planned building improvements to the property together with any other relevant documentation as may be required by the Declarant or DRB. The Declarant or DRB shall process the request for combination in accordance with those review standards contained in paragraph o of this Section 9. Upon approval, the Owner shall execute and record such instrument of combination or other documentation as shall be required by the Brunswick County tax department and the Brunswick County mapping department to reflect a revised tax parcel number (“PIN”). Once combined into one resulting building Lot, the two (2) Lots must remain as one (1) Lot and can never thereafter be subdivided into more than one (1) Lot. Once combined, the one (1) resulting building Lot shall have only one (1) vote as a single Lot in accordance with the Voting Rights provisions of Article IV, and shall pay only one assessment as provided in Article IV.

Section 10 Driveways; Parking:

All driveways constructed on any Lots shall be paved with concrete, stamped concrete, colored concrete in earth tone colors, pea gravel concrete, oyster shell concrete, brick pavers, or other material as may be approved by the Design Review Board (“DRB”). Provided prior approval is obtained from the DRB and as authorized by NCDENR and the NC Department of Water Quality rules and regulations, the use of NCDENR approved gravel contained within a prescribed concrete apron may be allowed.

Each Lot shall contain within the driveway of the Lot a minimum of two (2) off-street parking spaces paved with approved materials, excluding garage parking spaces. On-street parking is prohibited except for temporary, short gatherings unless prior approval is obtained from the DRB pursuant to Section 4 of this Article VII.

Article VIII

Easements

Section 1 Walks, Drives, Parking Areas and Utilities:

All of the Property, including Lots and Common Areas, shall be subject to a perpetual non-exclusive easement or easements in favor of all Owners of Lots for their use and the use of their immediate families, guests, invitees, tenants or lessees for all proper and normal purposes and for ingress, egress and regress in and to such easements for private streets, driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, television antenna lines and other public utilities as shall be established prior to subjecting the Property to this Declaration by the Declarant or its predecessors in title. The Association shall have the power and authority to grant and to establish in, over, upon and across the Common Areas conveyed to it such further easements as are requisite for the convenient use and enjoyment of the Property.