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RECORDED AND VERIFIED  
MARY SUE COTS  
REGISTER OF DEEDS  
NEW HANOVER CO. NC  
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STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

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AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

**KNOW ALL MEN BY THESE PRESENTS:**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions, made on the date hereinafter set forth by The Tides Homeowners Association, Inc., a North Carolina not for profit corporation with its charter recorded in Book 1290 at Page 1665 of the New Hanover County Registry, said subdivision being recorded on a Map in Book 25 on Page 29 of said Registry, the Common Areas of which have been subsequently deeded to The Tides Homeowners Association, Inc. as recorded in Book 1997 on Page 0858 and in Book 1997 on Page 0861 of said Registry; that the undersigned Tides Homeowners Association Inc., in connection with the operation and maintenance of the subdivision known as "The Tides", in New Hanover County, North Carolina, do hereby place the following restrictions and covenants upon all of the lots in said subdivision, a map of which is recorded in the New Hanover County Registry.

**GENERAL PROVISIONS**

**Section 1. Definitions.** The following terms when used in this Declaration of Restrictions shall have the following definitions:

- (a) "Corporation" refers to "The Tides Homeowners Association, Inc." operators and management of said subdivision.
- (b) "Record" or "Recording" refers to record or recording with the Register of Deeds for New Hanover County, North Carolina.
- (c) "Property" generally means the lands known as "The Tides" at Myrtle Grove Sound in New Hanover County, North Carolina, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.
- (d) "Residential Lots" or "lots" means those portions of the property specifically allocated, platted and/or recorded as lots for sale and/or use as single family residences.
- (e) "Common Area" means any land and/or structure deeded to The Tides Homeowners Associations, Inc. This will include, but not be limited to, roads, swimming pool, marina, parking lots, cul-de-sacs, etc.
- (f) "Restrictions" shall mean the restrictions and covenants set forth in this Declaration of Covenants, Conditions and Restrictions.

**Section 2. Entry.** The Corporation reserves for itself and its agents the right to

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*Cheryl J. Canady*  
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enter upon any residential lot, in the event of an emergency, for the purpose of building or repairing any land contour or other earthworks which, in the opinion of the Corporation, presents a potential hazard. Such entrance shall not be deemed a trespass. The Corporation and its agents may likewise enter upon any lot to remove any trash which has collected without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Corporation to undertake any of the foregoing.

**Section 3. Violations.** In the event of a violation or breach of any of these Covenants, Conditions or Restrictions by any lot owner, or agent of such owner, the Corporation or the owner of any other property in The Tides, or any of them jointly or severally shall have the right to proceed at law or equity to compel a compliance with the terms hereof or to prevent the violations or breach. In addition to the foregoing, the Corporation shall have the right, whenever there shall have been built on any lot any structure which is in violation of these Covenants, Conditions or Restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restrictions, or condition contained in these Covenants, Conditions or Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

**Section 4. Invalidation.** The invalidation by any court, agency or legislation of any provision of these Restrictions shall in no way affect any of the other provisions of these Restrictions, they shall remain in full force and effect.

**Section 5. Applicability.** These Restrictions shall apply to all residential lots/and or Common Area in said subdivision.

**Section 6. Covenants Run With the Land.** All covenants, conditions, restrictions, easements, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the Corporation and its membership unless an instrument signed by a majority of the then owners of lots (not including mortgagees or trustees under deed of trust) substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

**Section 7. Modification.** The Corporation specifically reserves the right to amend or change from time to time any part or all of the restrictions, covenants and conditions herein set out by the filing in the Office of the Register of Deeds of New Hanover County a declaration of amended restrictive covenants, which such amendments, modifications or additions to the restrictive covenants contained in the Declaration shall have been previously approved by a majority of the members of the Corporation at a duly called meeting, the purpose of which included the amending of

these covenants, conditions and restrictions, the proposed amendments having been published in the official notice of that meeting.

#### COVENANT FOR ASSESSMENTS

##### Section 1. Creation of the Lien and Personal Obligation for Assessments.

Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Corporation

(1) annual assessments/dues, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) special assessments in the event that the budget shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies. The annual and special assessments, together with interests, costs, and attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The successors in title to the property shall become jointly and severally responsible for any obligation for delinquent charges unless a written statement has been submitted by the Corporation or its agent to the attorney responsible for the title transfer that reflects no obligation exists as of the date of the transfer.

##### Section 2. Purpose of Annual Assessments.

The assessments levied by the Corporation shall be used for the maintenance and operation of and capital improvements to the Common Area and of the structure(s) situated upon said properties which may include, without limiting the generality of the foregoing, the sewage disposal system, the landscaping and improvement of the grounds, street & easement maintenance, office & administration expense, liability & casualty insurance and reserves (operating and capital improvement or replacement), management fees, accounting fees, and/or attorney's fees, taxes against the Common Area and any property owned by the Corporation.

Copies of the proposed budget and proposed assessments shall be transmitted to each member prior to January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Non-delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessments nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any special assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

##### Section 3. Assessment Rate.

The assessment must be fixed at a uniform rate for

all lots, regardless of lot size, and money collected monthly or otherwise as directed by the Corporation.

**Section 4. Date of Commencement of Assessments.** The assessments shall commence as to each lot on the date of the conveyance of such lot.

**Section 5. Effect of Nonpayment of Assessments.** Any assessment/dues not paid within thirty (30) days shall be subject to a late fee the amount of which shall be determined by the Board of Directors. The Corporation or Board of Directors may bring an action at law against the owner or owners and may assert and foreclose a lien on the property. The lien filing charge as well as interest, late payment charges, court cost and attorney fees will be billed to all delinquent accounts. No lot owner or owners may escape liability of the assessments by nonuse of the Common Area or by abandonment of his lot.

**Section 6. Subordination of the Lien to Mortgages.** The lien of these assessments shall be subordinate to the lien of any first mortgage or deed of trust of a lot. Sale or transfer of any lot shall not affect the lien, therefore the purchaser of such lot is liable.

#### DESIGN AND ARCHITECTURAL CONTROL

**Section 1. Architectural Committee.** A member of the Board of Directors shall be the chairman of a committee of homeowners whose purpose it is to oversee the enforcement of these restrictions hence set forth.

**Section 2. Definitions.** For the purposes of this document the following terms shall have the following meanings unless the context clearly requires a different meaning:

- (a) "accessory building" means every detached garage, tool shed, storage or utility building, well or septic house, quest quarters, or similar building constructed on a lot which is not a dwelling;
- (b) "buildings" means accessory buildings and dwellings;
- (c) "dwelling" means a building constructed for single-family residential use but excluding quest quarters; and
- (d) "improvements" or "structures" mean buildings and all walls, fences, decks, patios, terraces, playhouse, gazebo, outdoor showers, clotheslines, swing set or anything else constructed or placed on a lot.

**Section 3. General Guidelines.**

(a) **Reservations:** The Corporation reserves the right absolutely to change, alter or designate the allocated, planned, platted or recorded use or designation of any Common Property on any of the lands known as "The Tides", including but not limited to, the right to change, alter or designate roads, utility and drainage facilities, and to change, alter or designate such other present and proposed amenities or facilities as may, in the sole judgment of the Corporation be necessary or desirable. The Corporation reserves the right to subject the real property in this subdivision to contracts

with electric, telephone, cable TV, and other utilities for the installation of underground cables, wires, pipes, or other necessary conduits for utilities, any of which may require an initial payment and continuing monthly payments for the use thereof by the owners of residences in the subdivision.

(b) **Variances:** The Board of Directors shall be empowered to allow adjustments of the conditions and restrictions stated herein in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein, provided, however, that such is done in conformity to the intent and purposes hereof, and provided, also, that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood. Variances and adjustments of height and size requirements may be granted hereunder.

(c) **Development Concept:** It is the express intention of the Corporation to maintain in this residential community a uniform plan of development that will blend with and not detract from the natural environment with respect to design, type, and general appearance of the structures to be erected on the lots. Property owners are encouraged to have their architects contact the Committee prior to any costly design work for conceptual guidelines pertaining to the residential community.

(d) **Requests and Approval of Plans:** All requests to the Architectural Committee/Chairperson shall be in writing and include the lot owner's name, lot number, date of request, estimated start date, name, address & phone number of contractor, and required documentation listed hereafter. The proposed Site and Grading Plans, Building Plans and Specifications, Exterior Colors and Finishes, and Construction Schedule must be approved by the Committee. One (1) copy of all plans and related data shall be furnished to the Committee for its records. Until all of the above listed prerequisite plans are approved no improvements or structures shall be erected, placed, or altered on any residential lot. The material used, as well as the design, shall be subject to the prior written approval of the Committee. All plans shall conform to current New Hanover County zoning ordinance. All requests shall be reviewed by all adjoining property owners before the requesting property owner's submission to the Committee. The names and lot numbers of the neighbors are required to be included in the request. The property owner is responsible for notifying the Committee of any changes needed or desired to any previously specified and approved plans.

Upon the written request of a lot owner for approval of plans, the Committee shall have thirty (30) days within which to approve or disapprove plans. Refusal or approval of any such plans or specifications may be based by the Committee upon grounds, including purely aesthetic and environmental considerations, that in the sole and absolute discretion of the Committee shall seem sufficient.

Without the prior written consent of the Committee, no changes or deviations in or from such plans or specifications as approved shall be made. No alterations in the exterior appearance of any building or structure, or in the grade, elevation, or physical characteristics of any lot shall be made without like approval by the Committee. Upon completion of approved construction, the Committee shall inspect the construction to

insure that the approved plans and samples were complied with by the owner. If the finished building or other structure does not comply with the submitted plans and specifications, the Committee retains the right to make the necessary changes at owner's expense, and the further right to file under the North Carolina lien laws notice of liens for any costs incurred.

The Site and Grading Plans shall show the proposed location of each building, structure, driveway, parking area, other improvements, and proposed alterations to the physical characteristics (including but not limited to slopes and tree growth) of any such lot. Such plans shall not be altered in any way whatsoever without prior written approval of the Committee based upon a Site and Grading Plan.

The Committee encourages the planting of flowering shrubs and trees; however, no tree exceeding three (3") inches in diameter measured one foot above the ground may be removed from any lot without prior written approval of the Committee based upon a site plan, landscaping plan or planting plan submitted to the Committee. Notwithstanding the foregoing, property owners may remove without prior approval if such tree(s) encroach on septic fields or otherwise represent a potential threat to persons or property, including adjacent property, whether Common property or property owned by another member of the Corporation. Upon the lot, on which new construction has been requested, all trees to be retained shall be visibly tagged for inspection and approval by the Committee.

(e) **Subdividing:** No lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Corporation.

**Section 4. Site Improvements:**

(a) **Building Setback Guidelines & Requirements:** Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses directly behind and to the side of other homes with detrimental effects on privacy, view, preservation of land contour, important trees and other vegetation, ecological and related considerations, no specific setback lines, but not less than ten (10) feet from the side property line, are established by these Restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, the Corporation reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot. Nevertheless, any dwelling or other building constructed on any lot must comply with all governmental regulations and restrictions applicable to building setback and location, including but not limited to the following: (1) Zoning ordinances, building codes and other ordinances of the County of New Hanover, and (2) The Coastal Area Management Act and all regulations issued pursuant thereto. Any home resulting in a total loss due to a disaster will be allowed to be rebuilt exactly in the same site and of the same floor plan. If the owner plans to build a different dwelling then submission to the Architectural Committee is required and the ten (10) foot side setback rule will be fully enforced.

(b) **Adequate Drainage Requirements:** It shall be the obligation of the lot owner to provide adequate drainage of his lot to the end that the property or properties adjacent to said lot shall not be subjected to other than the natural flow of drainage presently existing.

(c) **Off Street Parking:** Each dwelling shall have a hardtop driveway of concrete or asphalt.

(d) **Underground Utility Requirements:** All electric transmission or service lines within the subdivision shall be installed beneath the surface of the ground.

(e) **Sewage Disposal:** Prior to the occupancy of a residence on any lot proper and suitable provisions shall be made for the disposal of sewage by means of a septic tank or other method provided that any such method must be approved by appropriate State or County Health Authorities. As soon as a county sewage system with a line to the street in front of the lot is available, sewage disposal shall be only by such system.

**Section 5. Structural Improvements:**

(a) **Residential Use:** All lots shall be used for residential purposes exclusively. No home business shall be permitted if its existence uses posted signs, common area parking, or employs other than the member's immediate family living in the dwelling, or creates unusual noise or commotion or is otherwise outwardly evident.

(b) **Building Materials:** All structures constructed on any lot shall be built of substantially new materials. Any structure erected on any lot shall be of wood siding, wood shingles, stone, brick veneer, tile, or concrete and stucco. Any accessory buildings or structures shall be constructed of the same materials as the main dwelling, or from other suitable material specifically approved by the Committee. All roofs of any structure constructed or placed on any lot shall be of tile, concrete, or asphalt shingles. Even though the building or roof materials may be as designated herein, the Committee shall have absolute discretion to determine whether the materials are in conformity to the aesthetics of the development. Modular, pre-fabricated, manufactured type homes or addition of that sort shall be prohibited.

(c) **Square Footage:** Every dwelling constructed on a lot shall contain at least the minimum required square footage of fully enclosed and heated floor area. The minimum required square footage shall be 1400 square feet, exclusive of patios, attached garages, attics, terraces, decks, roofed and non-roofed porches and accessory buildings.

(d) **Construction on Pilings:** Construction of a dwelling on pilings is generally not permissible.

(e) **Enclosed Garages:** All homes are permitted to have an enclosed parking garage serving the main dwelling. All homes without a garage shall be required to have a storage area for lawn mowers, tools and etc. This storage area shall be

enclosed or screened off on all sides. No covered parking facility may be constructed other than an enclosed garage.

(f) **Screening of Refuse Receptacles:** Each lot owner shall provide receptacles for garbage in a screened area not generally visible from the road or provide underground garbage receptacles or similar facilities.

(g) **Mailboxes:** All mailboxes on any building lot shall conform to the standard style and dimensions set forth by the Committee. A building plan for the mailbox may be obtained from the Committee. Finish colors must match or be coordinated with the exterior colors of the main dwelling.

(h) **Fuel Tanks and Similar Storage Receptacles:** No fuel tanks or similar storage receptacles may be exposed to view from the road. Any such receptacles shall be installed only within a screened area or buried underground.

(i) **Other Fixtures/Structures:** A description is required identifying materials, dimensions, colors and planned location relative to house and property lines. The Tides encourages the use of non-metal materials for the structure/fixture that may include but not be limited to decks, outdoor showers, swing sets, satellite dishes, pools, patios, clotheslines, etc. Free standing flag poles mounted or set into the ground are not permitted. Antennas, set anywhere outside the house, are not permitted. Radio/transmitting/receiving towers are not permitted. Satellite dishes 18" or under in diameter are permitted. However such satellite dishes located in the property owner's yard but shall be hidden by natural landscaping or lattice fencing.

(j) **Fences and Walls:** Natural landscaping and electrical fencing for pets are encouraged in place of any fabricated fencing. No fence shall be erected on any lot nearer the street than the rear or sideline of the house erected on said lot, unless an exception is approved by the Corporation. Vertical fencing is required to be at a height of 6' or less, unless a specific need is identified in a request and approved by the Architectural Committee and Board. No chain link or vinyl fencing is permitted.

#### HABITABILITY PROVISIONS

##### Section 1. Maintenance Standards.

(a) **Preservation of Well-kept Buildings and Grounds:** It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or ground on such lot which tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

(b) **Pre-construction Maintenance of Lots:** Once plans have been submitted and approved to build a residence on any lot, the owner of such lot shall from time to time cut, or cause to be cut, and keep cut or cause to be kept cut, all weeds and brush on such lot and shall remove any resulting debris, to comply with Section 1(a)

hereof. Should such owner fail to do so the Corporation may do so, and the reasonable expenses thereof shall be paid by such owner to the Corporation within thirty (30) days thereafter. In the event of a failure of such owner to pay the Corporation as above provided, the Corporation shall have the right to file a notice of lien in the office of the Clerk of the Superior Court of New Hanover County, North Carolina.

(c) **Reconstruction.** Any building on any lot which is destroyed in whole or in part by fire, windstorm, flood or other Act of God must with reasonable promptness be rebuilt or all debris from such destruction removed and the lot restored to the condition it was in prior to commencement of construction of such building. Any such reconstruction must be commenced within six (6) months from the date of such destruction. All debris must be removed and the lot restored to its prior condition within three (3) months of such destruction. Should such owner fail to do so the Corporation may do so, and the reasonable expenses thereof shall be paid by such owner to the Corporation within thirty (30) days thereafter. In the event of a failure of such owner to pay the Corporation as above provided, the Corporation shall have the right to file a notice of lien in the office of the Clerk of the Superior Court of New Hanover County, North Carolina.

**Section 2. Mobile or Modular Homes and Temporary Structures:** No trailer, tent or other structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of a main dwelling house, it being clearly understood that these latter temporary shelters may not, at any times, be used as residences or permitted to remain on the lot after completion of construction.

**Section 3. Sign:** No sign of any character shall be displayed on any lot except (a) temporary "For Sale" sign; (b) as property or owner identification sign not exceeding a combined total of two (2) square feet. No "For Sale" signs will be placed on Common Property. No resident of the Development shall post any advertisements or posters of any kind in or on the Common Property except as authorized by the Board of Directors.

**Section 4. Pets:** No domesticated animals shall be kept on the property other than household pets. Those keeping domestic animals will abide by the sanitary regulations of New Hanover County.

**Section 5. Leasing:** Lot owners are required to use the current North Carolina Association of Realtors Inc., Residential Rental Contract Form when renting their home which may be obtained from the Tides property management company. A copy of the signed rental contract form is to be provided to the property management company which will issue the current covenants and rules and regulations to the leasee. If the renter does not abide by the restrictions (or Local, State and/or Federal laws), the Board may fine the owner and/or require that the renter be evicted. The owner shall remain responsible for paying all current dues, trash pickup charges and assessments. No rental house in the Tides may be occupied by more than two people (or two groups of people) unrelated to each other by blood or by marriage. A minimum one year lease is required. No subletting or reassignment of lease is permitted.

**Section 6. Interval Ownership:** No owner may lease, deed, sell, convey, or otherwise transfer his lot under any time-sharing or interval ownership arrangement.

**Section 7. Hazardous Activities:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. Therefore residents shall exercise extreme care about making noises or the use of musical instrument, radios, television sets, amplifiers, etc. that may disturb other residents. No owner shall permit anything to be done or kept on his lot or in the Common Area which would result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law.

**Section 8. Parking:** There shall be no parking of a routine basis on any common area of the Tides, including streets and cul-de-sacs, except in designated parking areas for owners and their guests.

#### COMMON AREAS AND COMMON EASEMENTS

**Section 1. Easements Reserved by the Corporation:** The Corporation reserves easements for the installation and maintenance of all streets, parking areas, gas lines, water lines, telephones and electric power lines, cable television lines, sanitary sewer and storm drainage facilities, pumping and lift stations, drainage ditches, or other public conveniences or utilities. Each owner, by his acceptance of a deed to a lot, and the Corporation by its acceptance of a deed to the Common Areas, acknowledges such reservations. The easements reserved by the Corporation include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any similar action reasonably necessary to provide economical utility installation and to maintain the overall appearance of the Development. Owners of lots subject to easements shall not defeat the purpose of such easements by the installation of structures or landscaping which interfere with the purpose of such easements.

**Section 2. Dedication to Public Use:** Nothing in these Restrictions, nor in the recording of any plat or deed pursuant hereto, shall dedicate (or be deemed to dedicate) to public use any of the streets, docks, common lands and/or structures and other grounds within the Tides.

**Section 3. Use of Common Areas:** The Common Areas shall not be used in any manner except as shall be approved or specifically permitted by the Corporation. The Board of Directors shall in its sole discretion retain the right to establish rules and regulations of the use and enjoyment of all such property.

**Section 4. Assignment of Common Area:** The marina with its docks and piers and slip space shall be known as Common Area. The Corporation has assigned

one dock space to each lot in the subdivision and by acceptance and use of such space the lot owner agrees to abide by the rules and regulations applying to the use of the marina. Further, the rules and regulations shall have the same force and effect as these restrictions and may be enforced in the same manner. It is expressly understood that said dock spaces may be occupied only by lot owners in The Tides. No leasing or loaning of dock space to persons other than such lot owners is permitted.

#### CONSTRUCTION GUIDELINES

**Section 1. Period of Construction:** The exterior of all houses and other structures must be completed within nine (9) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural or personal calamities.

**Section 2. Conduct of Construction Vehicles:** During construction all vehicles involved, including those delivering supplies, must enter the building lot so as not to damage unnecessarily trees, street paving and curbs. It is the responsibility of the property owner to ensure that a contractor(s) performing construction is complying with all restrictions, rules and guidelines. The property owner is held accountable for the contractor(s) working on the property and also areas proximate to and approaching the owner's property.

**Section 3. Removal of Construction Debris:** During construction the builder must keep the home, garage, and building site clean. All building debris, stumps trees, etc., must be removed from each building lot by the builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area on the subdivision. A dumpster is required on the new home construction site or major renovation project. The contractor shall NOT BURN construction materials. The contractor shall prevent soil run-off so clogging of storm drains does not occur. Damage to the Corporation's property, caused by soil run-off, shall be required to be corrected/repared by the contractor and/or lot owner.

**Section 4. Storage of Construction Materials:** Construction material storage must be setback from lot property lines in accordance with the same restrictions as stated for Building Setback Guidelines ( Design & Architectural Control, Section 4a).

#### INSURANCE

Owners of power boats having engines of 10 horse power or greater and owners of sailboats over 16 feet in overall length who utilize the Tides marina shall maintain liability insurance in an amount of not less than \$100,000.00. Evidence of such coverage shall be provided to an Officer of the Board on request. Such coverage shall be continually maintained unless written permission for a variance is obtained from the Board of Directors.

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IN WITNESS WHEREOF, Cheryl J. Canady, President of the TIDES HOMEOWNERS ASSOCIATION, INC., has caused the affixed instrument to be signed by a majority of the membership of the Association, on November 19, 1996, for the purpose of amending and restating these Declaration of Covenants, Conditions and Restrictions.

Cheryl J. Canady  
President

Witnessed by: Roger Pembroke  
Secretary

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Brenda A. Keith, a Notary Public in and for the above said State and County, hereby certify that Cheryl J. Canady and Roger Pembroke personally appeared before me this day and acknowledged that they are President and Secretary, respectively, of THE TIDES HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation; and as such they acknowledged the due execution of the Amended and Restated Declaration of Covenants, Conditions and Restrictions as an act and deed of the corporation, all by authority duly given.

WITNESS my hand and notarial seal, this the 25th day of November, 1996.



Brenda A. Keith  
Notary Public

My Commission Expires: October 21, 1997

STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing / Annexed Certificate(s) of

Brenda A. Keith

Notary (Notaries) Public is/ are certified to be correct.

This the 25 day of Nov. 1996

by Wendy Sue Gots, Register of deeds

by Carrie Barnes  
Deputy / Assistant

## EXHIBIT 'A'

## TRACT ONE

**BEGINNING** at an iron pipe in the Southern line of the Elizabeth K. Meier Tract, said iron pipe being located South 69 degrees, 50 minutes, 45 seconds, East 388.58 feet from a concrete monument in the Eastern edge of Myrtle Grove Road (formerly referenced as Masonboro Loop Road), said concrete monument being the SouthWest corner of the Elizabeth K. Meier Tract, said concrete monument being located South 64 degrees, 39 minutes, East 60.89 feet and South 27 degrees 19 minutes, 15 seconds, West 468.5 feet from the Easternmost corner of Lot 2, Section 1, Country Place, map of same being recorded in Map Book 16 at Page 48 in the New Hanover County Registry; Running thence from said beginning point with the Southern line of the Meier Tract, South 70 degrees, 24 minutes, east 863.0 feet to a concrete monument, a corner of the Thomas Keyes Tract; Running thence with the Thomas Keyes line South 20 degrees, 48 minutes, West 315.52 feet to a point; Running thence North 74 degrees 00 minutes, West 750.54 feet to a point; Running thence North 10 degrees, 35 minutes, 45 seconds, East 191.28 feet to a point; Running thence North 08 degrees, 44 minutes, 45 seconds West, 163.5 feet to a point; Running thence North 20 degrees, 00 minutes, East 30.0 feet to the point of beginning. Containing 6.22 acres, more or less, and being that same property conveyed or intended to be conveyed by Janie T. Truelove (Unmarried) to Shorepark Partnership, Ltd., a Limited Partnership, by deed recorded in Book 1152 at Page 0930 of the New Hanover County Registry.

## TRACT TWO

**BEGINNING** at a point in the Eastern right of way line of Myrtle Grove Road (formerly referenced as Masonboro Loop Road), Secondary Road #1492, said point being located South 64 degrees 39 minutes East 60.89 feet from the Easternmost corner of Lot #2, Section 1, Country Place, map of same being recorded in Map Book 16 at Page 48 in the New Hanover County Registry; Running thence from said beginning point with the Southern line of Tract #1 of the Home Tract as shown on map recorded in Map Book 2 at Page 71 in the New Hanover County Registry, South 66 degrees 13 minutes 45 seconds East 1589.1 feet to a point; Running thence South 86 degrees 04 minutes 45 seconds East 818.9 feet to a point in the West edge of the Intracoastal Waterway; Running thence with the edge of the Intracoastal Waterway, South 14 degrees 26 minutes 15 seconds West 579.7 feet to Thomas Keyes Northeast corner; Running thence with the Keyes' line, North 70 degrees 13 minutes 45 seconds West 1237.12 feet to a concrete monument; Running thence North 70 degrees 24 minutes West 863.0 feet to an iron pipe; Running thence North 69 degrees 50 minutes 45 seconds West 388.58 feet to a concrete monument in the Eastern line of Myrtle Grove Road (formerly referenced as Masonboro Loop Road), said concrete monument being located South 27 degrees 10 minutes 45 seconds West 218.86 feet and South 27 degrees 26 minutes 45 seconds West 249.65 feet from the point of beginning; Running thence with the Eastern line of Myrtle Grove Road (formerly referenced as Masonboro Loop Road), to the point of beginning. Containing 24.02 acres gross.

**TRACT THREE**

**BEGINNING** at a point that is located South 61 degrees 08 minutes East 60.0 feet, South 28 degrees 54 minutes West 256.47 feet, South 68 degrees 11 minutes 30 seconds East 388.66 feet, South 21 degrees 40 minutes West 30.0 feet, South 07 degrees 06 minutes 30 seconds East 163.35 feet and South 12 degrees 13 minutes 30 seconds West 191.21 feet from the point of intersection of the center line of Country Place Road with the Western right of way line of Myrtle Grove Road (formerly referenced as Masonboro Loop Road), as shown on map of section 1, Country Place, recorded in Map Book 16 at Page 48 of the New Hanover County Registry: Running thence from said beginning point South 72 degrees 23 minutes 40 seconds East 750.33 feet to a point: Running thence North 22 degrees 24 minutes 45 seconds East 315.52 feet to a point: Running thence South 68 degrees 36 minutes 15 seconds East 1258.71 feet to a point in the Intracoastal Waterway: Running thence with the Western edge of the Intracoastal Waterway, South 05 degrees 11 minutes West 356.72 feet to a point: Running thence North 74 degrees 52 minutes 15 seconds West 1602.32 feet to a point: Running thence North 74 degrees 55 minutes 15 seconds West 339.94 feet to a point: Running thence North 74 degrees 51 minutes 30 seconds West 179.82 feet to a point: Running thence North 20 degrees 31 minutes East 209.38 feet to the point of beginning. Containing 15 acres more or less.

On this date I do hereby give my affirmative vote to amend the Declaration of Covenants, Conditions & Restrictions as were discussed at the Annual Homeowners Meeting of Nov. 18, 1996.

1. \_\_\_\_\_
3. \_\_\_\_\_
5. Justina Brown
7. John E. Lytle
9. \_\_\_\_\_
11. Ray Lourey
13. R. Connolly
15. William J. ...
17. William ...
19. Joseph ...
21. Cheryl J. Canady (Proxy)
23. Joseph ... (Proxy)
25. ...
27. David M. ...
29. Cheryl J. Canady (Proxy)
31. \_\_\_\_\_
33. W. F. ...
35. Benjamin ...
37. ...
39. What to One L
41. What to One L (Proxy)
43. \_\_\_\_\_
45. \_\_\_\_\_
47. What to One L (Proxy)
49. ...
51. ...
53. Cheryl J. Canady (Proxy)
55. \_\_\_\_\_
57. Mary J. Bray
59. \_\_\_\_\_
61. \_\_\_\_\_
63. \_\_\_\_\_
65. \_\_\_\_\_
67. Cheryl J. Canady (Proxy)
69. Ed H. ...

2. Cheryl J. Canady
4. W. F. ...
6. What to One L (Proxy)
8. Rita S. ...
10. \_\_\_\_\_
12. \_\_\_\_\_
14. Mary J. ... (Proxy)
16. What to One L (Proxy)
18. Cheryl ...
20. Cheryl J. Canady (Proxy)
22. Cheryl J. Canady (Proxy)
24. ...
26. Julius ...
28. Vivian ...
30. Cheryl J. Canady (Proxy)
32. R. ...
34. Deborah ...
36. Mary J. ...
38. John H. ...
40. Arta ...
42. ...
44. \_\_\_\_\_
46. \_\_\_\_\_
48. \_\_\_\_\_
50. Donald ...
52. John ...
54. ...
56. ...
58. Virginia ...
60. \_\_\_\_\_
62. G. J. ...
64. ...
66. ...
68. \_\_\_\_\_