

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

**AMENDMENT TO DECLARATION OF RESTRICTIVE AND
PROTECTIVE COVENANTS FOR TIDES END SUBDIVISION -
ANNEXING TIDES END PHASE II, SECTION I**

Prepared by: Gaylor Edwards & Vatcher, P.A.
219 New Bridge Street
Jacksonville, NC 28540

THIS AMENDMENT TO DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR TIDES END SUBDIVISION - ANNEXING TIDES END, PHASE II, SECTION I (the "Amendment") is made this 10 day of March, 2025, by **BEAVER CREEK INVESTORS, INC.**, a North Carolina corporation, hereinafter referred to as the **"Declarant"**;

WHEREAS, Declarant has heretofore caused to be recorded a Declaration of Restrictive and Protective Covenants for Tides End Subdivision in Book 4986, Page 672, in the Office of the Register of Deeds of Onslow County, North Carolina (the **"Declaration"**);

WHEREAS, the Declarant has the right under Article XXIV of the Declaration to annex or add additional properties to the subdivision and make said additional property subject to the Declaration, as amended, without the consent or joinder of any Lot Owner;

WHEREAS, the Declarant has the right under Article XXV of the Declaration to record Supplemental Declaration(s) which may designate specific use and other restrictions within other real property annexed into the Subdivision;

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

- 1. ANNEXED PROPERTY DESCRIPTION:** The following described property is hereby annexed into the Tides End Subdivision and made subject to the Declaration, as amended:

Being all the property shown and described on a plat entitled, "Recombination Plat TIDES END PHASE II, SECTION I, dated February 13, 2025, prepared by John L. Pierce & Associates, P.A. and recorded in Map Book

submitted electronically by "Gaylor Edwards Vatcher LawFirm"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Onslow County Register of Deeds.

88, Pages 61 - 62, in the Office of the Register of Deeds of Onslow County, North Carolina.

2. AMENDMENTS:

As to all lots in Tides End, Phase II, Section I, herein above described, Article X, entitled, "Erection of Fences and Fence Encroachment Easements'," is hereby amended as follows:

The first sentence in paragraph (A) is stricken and deleted in its entirety and the following sentence substituted therefore: **All fences shall be constructed so as not to exceed six (6) feet in height and shall be wood, split rail pvc or panel, except as otherwise provided herein for ornamental fences.**

As to all lots in Tides End, Phase II, Section I, herein above described, Article XV, entitled, "Miscellaneous Restrictions," is hereby amended as follows:

Paragraph (C) is stricken and deleted in its entirety.

As to all lots in Tides End, Phase II, Section I, herein above described, Article XVI, entitled, "Stormwater Management," is hereby amended as follows:

The terms and provisions in Article XII are hereby stricken and deleted in their entirety and the following terms and provisions substituted therefore:

(A) The following covenants and restrictions set forth in this Article XVI are intended to insure continued compliance with State Stormwater Management Permit Number **SW8 181016 Modification** as issued by the Division of Energy, Mineral and Land Resources under NCAC 2H.1000, as amended by Minor Modifications on December 6, 2017 and March 2, 2018..

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

(C) The covenants set forth in this Article XVI pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Energy, Mineral and Land Resources.

(D) Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Energy, Mineral and Land Resources.

(E) The maximum allowable built-upon area ("BUA") per lot is **3,000 square feet**. This allotted amount includes any built-upon area constructed within the Lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area has the same meaning as NCGS 143-214.7, as amended. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking or the water surface of swimming pools.

The Permit includes the allotment of an additional 6,793 square feet of BUA (i.e. the "Excess BUA") for future allocation by the Declarant, or its successors or assigns.

(F) In case of a Lot within CAMA's regulated Area of Environmental Concern, where the Division of Coastal Management calculates a different maximum allowable built-upon area for that Lot than as shown herein, the governing maximum built-upon area for that Lot shall be the most restrictive of the two amounts.

(G) Filling in or piping of any vegetative conveyances (such as ditches, swales, etc.) associated with the development, except for the minimum amount necessary under driveways to provide access to lots and the minimum amount necessary to direct runoff beneath an impervious surface such as a road, is strictly prohibited by any person.

(H) All roof drains shall be released as dispersed flow no closer than at the edge of the 50 foot vegetated setback. At no time shall stormwater runoff be piped into or through the setback.

(I) A 50 foot wide vegetative setback must be provided and maintained adjacent to all surface waters, measured horizontally from the normal pool elevation of impounded structures, from the top of bank of each side of such

streams or rivers, and from the mean high waterline of tidal waters, perpendicular to the shoreline.

(J) Any individual or entity found to be in non-compliance with the provisions of the stormwater management Permit or requirements of the stormwater rules found in 15A NCAC 02H.1000 and Section Law 2008-211, is subject to enforcement procedures as set forth in NCGS 143, Article 21. Built upon area in excess of the permitted amount is not allowed unless a state stormwater permit modification is issued prior to construction, which permit modification may or may not be granted as determined by the Division of Energy, Mineral and Land Resources.

(K) These covenants are to run with the land and be binding on all persons and parties claiming under them.

(L) Placement of dredged or fill material, or development within the waters of the United States and/or wetlands without a Department of the Army permit may constitute a violation of Section 301 of the Clean Water Act. This activity also requires notification to the Division of Energy, Mineral and Land Resources, Stormwater and Wetlands Sections.

(M) Declarant, its successors and assigns, shall have the right, but not the obligation, in Declarant's sole discretion, to assign all or any portion of the Excess BUA to a Lot or Lots in the Subdivision, as may be expanded, by execution of a "Notice of Assignment of Built Upon Area," with the joint execution of such other Lot Owner (if other than the Declarant), which shall be recorded in the Onslow County Registry, and a copy delivered to DEMLR. If Declarant is the owner of any Lot, the Declarant may increase or decrease the permissible BUA without the joinder of any other Owner or mortgagee, provided such increase or decrease does not result in a violation of the total permissible BUA under the Permit.

All permitted runoff from future development of the Property shall be directed into the permitted stormwater control system. These connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the stormwater control system as permitted.

Declarant, the Association, the State of North Carolina and their respective successors and assigns, reserve and retain the right to go upon any Lot to inspect for the compliance of such Lot with the Permit and to maintain, repair, replace and construct ditches and devices necessary to insure that such Lot is in compliance with the Permit.

As to all lots in Tides End, Phase II, Section I, herein above described, Article XIX, entitled, "Tides End HOA, Inc.," is hereby amended as follows:

Paragraph (F) Assessments, sub-paragraph (1) is hereby stricken and deleted in its entirety and the following substituted therefore:

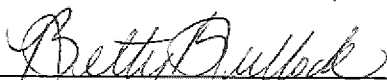
Until January 1, 2026, the annual General Assessment for all Lots shall be Two Hundred Dollars (\$200.00) per Lot.

3 INCORPORATION BY REFERENCE: All of the terms, covenants, conditions, restrictions, rights, duties and obligations as set forth in the Declaration, as heretofore amended, are hereby incorporated in this Amendment by reference.

EXCEPT as hereby amended, the conditions, covenants and restrictions set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed, in its name, by a duly authorized officer, as the act and deed of the Declarant, the day and year first above written.

BEAVER CREEK INVESTORS, INC., a North Carolina corporation

By: 

Name: **Betty Bullock**

Title: **President**

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

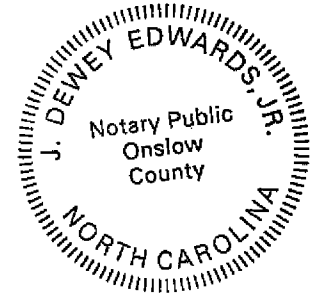
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity(ies) indicated: **Betty Bullock**

Date: March 10, 2025

J. Dewey Edwards, Jr.
(Official Signature of Notary)

J. Dewey Edwards, Jr.
(Notary's printed or typed name)

My commission expires: July 9, 2026



(Official Stamp or Seal)