

ARTICLE X. – USE RESTRICTIONS

Note: This is meant to be a word-for-word transcription in order to make the document easier to read.

In case of an error the original documents prevail.

Original Governing Documents can be found at OHENC.com.

Table of Contents

Section 1: Land Use
Section 2: Nuisance.
Section 3: Pets
Section 4: Gardens
Section 5: Temporary Structures
Section 6: Use of Common Area
Section 7: Access to Lot
Section 8: Recreational Vehicles, Boats, Trailers, Commercial Vehicles
Section 9: Signs
Section 10: Mailboxes
Section 11: Garbage Disposal
Section 12: Antennae and Satellite Dishes
Section 13: Regulations
Section 14: Fences
Section 15: Vehicle Storage
Section 16: Parking
Section 17: Water and Sewer Systems
Section 18: Drilling or Mining Operations
Section 19: Lighting
Section 20: Trees
Section 21: Erosion Control
Section 22: Tenants, Lessees, Renters, Boarders
Section 23: Minimum Living Area Requirements
Section 24: Outdoor Elements
Section 25: Access
Section 26: Storm water Runoff
Section 27: Prohibition Against “Time Sharing” Use

Section 1: Land Use.

Except for areas designated by the Declarant for commercial use, all Lots shall be used for residential purposes only.

Declarant may maintain sales offices, Information centers, models, property management offices, design center offices, and construction offices upon any Lot owned it and/or upon the Common Area until all Lots to be located on the Properties and any additions thereto have been sold.

No Lot may be subdivided or its boundaries changed where the result would be a decrease in the size of any Lot without the prior written consent of the Declarant.

In the event that an Owner combines two (2) or more Lots for the purpose of constructing a single residence thereon, from that date forward, the resulting Lot shall not be subdivided or its boundaries changed so as to result in a decrease in the size of the combined Lot without the written permission of the Declarant.

Section 2: Nuisance.

No noxious, illegal, or offensive activities shall be conducted upon any Lot or in any dwelling nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.

The determination of noxious, offensive, annoyance, and/or nuisance shall be in the sole and uncontrolled discretion of the Board of Directors, its agents, or assigns.

This section, however, shall not be construed as to grant permission for the Association to enter upon any lot or into any dwelling without the permission of the owner except in the case of emergency or as otherwise provided for in this Declaration.

Section 3: Pets.

Owners may keep as pets only companion pets such as birds, domesticated cats, fish, dogs, and other small mammals.

No Owner shall keep exotic cats, nonhuman primates, insects, horses or other farm livestock or zoo type animals on the Property.

Pets must be on a leash or otherwise restrained when on Common Property.

Pets are not allowed on Golf Course Property.

It shall be the Owners' obligation to safely dispose of waste material from pets

The BOD of the Association and/or the Declarant shall have the right to order the removal of any pet, which, in either of their discretion, is considered a nuisance, and the same shall be done without compensation to the owner.

In such event, the Board shall give written notice to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property.

An unrestrained pet on Common Property or on a lot of another Owner shall be deemed a nuisance.

Failure to clean the waste material from a pet shall be deemed a nuisance.

Section 4: Gardens.

No fruit or vegetable gardens or combination thereof for planting without the express written consent

Section 5: Temporary Structures.

No structure of a temporary nature shall be erected, placed, or allowed to remain on any lot unless and until written permission for the same has been granted by the Architectural Review Board, or its designated agent or representative.

Section 6: Use of Common Area.

The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Association.

Section 7: Access to Lot.

In addition to easements granted elsewhere, the Association, its agents or employees shall have access to all Lots from time to time during reasonable working hours, upon oral or written notice to the owner, as may be necessary for the maintenance, repair or replacement of any portion of the Common Area, or facilities situate upon such Lot which serve another Owner's Lot.

The Association or its agent shall also have access to each Lot at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Area, that Lot, or another Lot.

Section 8: Recreational Vehicles, Boats, Trailers, Commercial Vehicles.

No campers, recreational vehicles, trailers, boats, motorbikes, motor cycles, tractors, or other vehicles designated or designed as commercial type vehicles either by signs thereon or licensing may be parked or kept within the properties unless parked within an enclosed garage or in an area specially designated by the Association for such

use and subject to the rules of the Association.

Neither the Association nor Declarant is obligated to provide such area(s).

If a question arises regarding the applicability of this Section 8 to a particular vehicle, the determination of whether that vehicle is subject to this provision shall be that of the Board of Directors of the Association.

Section 9: Signs.

No signs or other advertising devices shall be displayed upon any lot, Common Area, or any other structure thereon without the prior written permission of the Association.

Declarant, however, may post "For Sale" or other marketing related signs on the Properties until such time as all Lots owned by Declarant have been sold.

Except for signs placed by the Declarant, any sign placed with the permission of the Association must be in a form and contain wording or verbiage as approved by the Association or its designee.

Any sign or advertising device placed upon a Lot or the Common Areas without the prior written permission of the Association shall be subject to removal by the Association without prior notification of to the Owner thereof.

Any expense incurred by the Association for the removal shall be that of the Owner and shall, if not paid, constitute a lien against the Owner thereof.

Section 10: Mailboxes.

No mailbox may be placed upon any Lot or any Common Area until it has been approved by the Architectural Review Board.

Any mailbox or any other structure placed upon the Common Areas or Lot without the prior written permission of the ARB shall be subject to removal by the Association without prior notification to the Owner thereof.

Any expense incurred by the Association for removal shall be that of the Owner and shall, if not paid, constitute a lien against the Owner thereof.

The Board of Directors of the Association may, in its sole and uncontrolled discretion, adopt a common mailbox area for the properties or any section or neighborhood thereof.

Any owner with an individual mailbox shall remove his/her mailbox once notified by the Association of the establishment of a common mailbox area that includes his delivery area.

Section 11: Garbage Disposal.

At the time of the construction of a residence all garbage and debris from a Lot or residence thereon shall be safely stored within the garage of each residence until properly disposed.

No trash, ashes, garbage, or other refuse shall be accumulated, dumped, stored, or allowed to remain on any lot either prior to or after the construction of a residence.

No burning of garbage shall be allowed on the Property except minor burning of construction debris during the construction of a residence.

No noxious or offensive odors shall be allowed exit from any garage area where garbage is stored.

If the public health authorities, other public agency, or the Association shall require a specific method of garbage disposal, nothing herein contained shall prevent the compliance by Owners with such rules and regulations.

Section 12: Antennae and Satellite Dishes.

No exterior television antennae, radio antennae, or receptacle devices, including but not limited to "satellite dishes," shall be permitted upon any Lot without the express written consent of the Architectural Review Board.

The Declarant, its successors and assigns, may locate such facilities upon the Common Areas.

Section 13: Regulations.

Reasonable regulations governing the use of the Common Areas shall be promulgated by the Declarant and may be amended from time-to-time by the Board of Directors of the Association.

The Association shall maintain a "Book of Regulations" containing any rules, regulations, or resolutions duly approved by the Board for the governance of the Association which are not contained in these restrictions, the Bylaws, or any amendments thereof.

Copies of such regulations shall be furnished to each Owner by the Association upon request at the expense of the Owner.

Section 14: Fences.

No chain link fences shall be permitted on any Lot or any part thereof.

No fence, wall, or similar structure of any kind shall be located upon any lot or any part thereof without the prior written permission of the Architectural Review Board.

Except as otherwise provided for herein the Architectural Review Board and/or the Association shall not prohibit the location of a fence if the same is required by governmental authorities although they may exercise reasonable authority in the design work of the same.

As stated in Article VI, section 5, no fences are permitted on any Golf Course Maintenance Easement Area except as may be required by governmental authorities.

Section 15: Vehicle Storage.

No inoperative vehicle or vehicle in a state of noticeable disrepair (stripped, partially wrecked, junked, etc.) shall be kept or stored upon any Lot or Common Area nor may any repair work be done to any motor vehicle, boat, trailer, or otherwise upon and Lot or Common Area except for very minor repair work or cleaning.

Section 16: Parking.

Each Owner shall provide paved space for off street parking.

There shall be no parking upon any unpaved area.

No parking shall be allowed upon the Common Areas except as may be provided by the Association.

Section 17: Water and Sewer Systems.

No individual water system may be installed upon any Lot with the exception of lawn irrigation systems.

No individual sewerage or septic system may be installed upon any lot that permission of the ARB and any applicable governmental authority.

Provided however, that permission for an individual sewage system (septic type) shall be herein granted if access to a public system has not been provided by the Declarant, its successors and assigns, or by the Association.

Water for Lot irrigation may only be taken from wells or public lines and may not be diverted or taken from ponds, lakes, or any other source without the prior written permission of the Association.

Nothing contained herein, however, shall preclude the Declarant or Association from using such areas for the purpose of irrigation of the Common Areas.

Section 18: Drilling or Mining Operations.

No drilling of oil, oil development operations, oil refining, or similar drilling, or mining operations of any kind shall be permitted under or upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot.

No derrick or other structure designed for boring shall be permitted to be erected or maintained upon any Lot.

Provided however, nothing in this Section 18 shall prohibit the Owner from drilling a well for the purpose of Lot irrigation as provided for in Section 17 of this Article X.

Storage tanks for water and/or tanks for fuel for residence comfort shall be allowed provided they are buried in the ground or located within the residence or its garage.

This allowance shall not be construed as to permit the storage of any substance not intended for the comfort of the occupants of a residence.

Section 19: Lighting.

No mercury vapor or similar lighting of the kind used by public authorities for street type lighting shall be permitted on any lot without the prior written consent of the Architectural Review Board, which may decline permission in its sole discretion and may, but shall not be obligated to, consider the feelings of any adjoining lot owners.

Section 20: Trees.

Except as approved by the Architectural Review Board in writing, no tree greater than five (5") Inches in diameter shall be cut, removed, or intentionally damaged unless such tree interferes with the construction of improvements, is dead or diseased, or presents a hazard to persons and/or property.

Section 21: Erosion Control.

Each Owner shall be responsible for protecting such Owner's lot against soil erosion and/or sediment run off onto other lots, Common Areas, any waterway, or any roadway.

Each Lot Owner shall take actions as necessary to prevent erosion during construction including, but not limited to, silt fencing or similar device.

Erosion control devices must be in a form and manner approved by the Architectural Review Board.

Any erosion control devices installed upon any lot shall be removed prior to

occupancy of said residence.

Therefore, landscaping plans for each lot shall take into account that erosion control devices are temporary in nature and plan accordingly landscaping that will not contribute to lot erosion of that lot or adjacent areas.

Section 22: Tenants, Lessees, Renters, Boarders.

No residence shall be rented to or leased by any person except those residences rented by an Owner.

No residence maybe rented or leased for a period of less than twelve (12) consecutive months.

It is the intention of this Section 22 to prohibit subletting of rooms within a residence or the occupancy of less than the entire residence by boarders or tenants that occupy via monetary compensation to the Owner, any portion of a residence less than the entire residence, including any garage or storage areas.

Any Owner leasing his residence shall submit a signed statement to the Association certifying the name(s) of the lessee, the mailing address of the lessee, and the beginning and ending dates of the lease within thirty (30) days of occupancy lessee or within thirty (30) days of execution of the lease, whichever shall come first.

No renting or leasing of a Lot on which there is no residence shall be permitted.

It shall be the responsibility of each Owner leasing a residence to provide the lessee therein a copy of all rules and regulations of the Association as well as a copy of this Declaration of Restrictions and Protective Covenants and any amendment thereto.

Upon such Owner's failure to do so the Association, at its sole option upon providing fifteen (15) days written notice to the Owner at such Owner's last known address, may provide a copy of said materials to the lessee and may charge the owner for the preparation and delivery thereof.

Fines levied against a tenant for violations of this Declaration or rules or regulations of the Association shall be due and payable from the Owner and shall be a lien on the Owner's Lot if not paid to the Association in a timely manner.

Section 23: Minimum Living Area Requirements.

The Living Space of the main structure of any Unit shall not be less than the minimums established by the Declarant on Exhibit "B" attached hereto or by separate supplement to this Declaration.

Section 24: Outdoor Elements.

No clothes lines, clothes poles, or similar equipment shall be allowed on any Lot.

Any outdoor recreational equipment shall be approved by the Architectural Review Board prior to placement.

Any pumps, storage tanks, or similar devices shall be located within the garage of the residence or underground.

All utility services shall be contained underground.

Section 25: Access.

There shall be no access allowed to any lot within the Properties except that access provided by designated roadways within the Properties, and no Lot shall be accessible to Ocean Harbour Drive except by other roadways.

Section 26: Storm water Runoff.

No more than 5,300 square feet of any lot shall be directly covered with an impervious surface.

This covenant is intended to insure continued compliance with storm water runoff rules as adopted by the State of North Carolina and therefore the benefits of this Section 26 may be enforced by the State of North Carolina, a duly appointed agency thereof, the Declarant, or the Association.

Section 27: Prohibition Against "Time Sharing" Use.

No Lot or structure shall be "time shared", nor shall any Lot or structure be owned, used or operated in violation of the North Carolina Time Share Oct, N.C.G.S. §§93A-39 et seq as the same may be amended from time to time, nor shall any Lot or structure be owned, used or operated so as to constitute such Lot or structure as a "time sharing unit" required to be registered within the meaning of such statutory provisions.