BLUE WATER HOMEOWNERS ADDENDUM TO RESIDENTIAL RENTAL CONTRACT

NOTE: THIS ADDENDUM MUST BE ATTACHED AND MADE A PART OF EVERY LEASE AGREEMENT FOR A UNIT IN BLUEWATER TOWNHOMES AND MUST BE POSTED IN EACH UNIT

This Addendum is hereby made a part of the Residential Rental Contract between Tenant and Landlord for the property rented at Bluewater Townhomes:

- 1. **Rental Agreement**: The Tenant and Landlord have entered into a Rental Agreement. The provisions of that Agreement are incorporated herein.
- 2. **Purpose of Addendum**: This Addendum is made to further clarify the obligations of the Tenant with respect to its use of the Property, and the terms of this Addendum shall be in addition to the Agreement.
- 3. Tenant Responsibilities
 - 1. <u>Grilling</u>: The use of grills (charcoal or gas) by any Bluewater renter, is allowed <u>only</u> on the street-side of the Units. Per Carolina Beach fire code, all grill use must be done a minimum of ten (10) feet from the building. Unit owners and Tenants are encouraged to report any such violation to the Carolina Beach Police Department. Any violation is subject to fine by Carolina Beach authorities. All grills must be <u>completely</u> cooled before being place back in the Unit's garage.
 - 2. **Parking**: Parking of any vehicle is limited to the street-side of each Tenant's respective leased Property. No parking is allowed on any other Unit's premises other than the one being leased by the subject Tenant. In addition, no parking is allowed on property on the western side of Carolina Beach Ave. <u>Any violation of this policy will result in the towing of the subject vehicle without notice</u>. Failure to comply with this requirement could result in a \$250 fine per instance to the unit owner.
 - 3. <u>Pets:</u> No animals, domesticated or undomesticated, shall be kept or housed on any lot or in any townhouse or on or about any of the common elements or the improvements thereto by any renter of any townhouse. Failure to comply could result in a \$250 fine per instance to the unit owner.
 - 4. <u>Smoking</u>: NO SMOKING. Smoking is prohibited on any deck of the Blue Water Townhouse Complex.

4. Except as specifically modified herein, all of the terms and conditions of the Residential Rental Contract shall remain in full force and effect. In the event that any of the terms of this Addendum conflict with the Agreement or any other addenda thereto, it is agreed that the terms of this Addendum shall control.

LIST OF HOMEOWNERS' EXPECTATION OF RENTERS AND GUESTS AT BLUE WATER TOWNHOUSES

- Rent through a local agency that is not banned by the HOA.
- No more than 8 guests in a unit at any time during tenancy.
- No pets of any kind at any time.
- Park only at place rented.
- Only 2 vehicles are allowed, parked within the boundary of the unit, with exception of Units #807 and #831, where one additional space is provided.
- Two violations during tenancy by a tenant will result in termination of that tenant, with a \$250 fine to the owner.
- Owner shall send the HOA a copy of rental agent's 24/7 contact number.
- Post copy of rules on the unit's refrigerator door.
- Rental period will be a minimum of 4 nights from Labor Day to Memorial Day. From Memorial Day to Labor Day, rentals will be for a period of at least 7 nights.
- Continued violations result in an escalation of the fine to the owner by \$250 per incident (1 = \$250, 2 = \$500, 3 = \$750, etc.)
- Owner to provide HOA his/her 24/7 contact number.