

Prepared by and Return to:
Coastland Corporation
P. O. Box 1717
Virginia Beach, VA 23451

NORTH CAROLINA
CURRITUCK COUNTY

SECTION "O"
OCEAN SANDS SUBDIVISION
RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS now made and declared this the 10th day of January, 1994 by COASTLAND CORPORATION, hereinafter referred to as "Developer";

W I T N E S S E T H :

THAT WHEREAS, COASTLAND CORPORATION is the Developer of that certain tract of land located in Poplar Branch Township, Currituck County, North Carolina, known as Ocean Sands, and shown on a certain map or plat thereof entitled "Plat of Ocean Sands, PUD, Section "O", Phase I, Final Subdivision Plat, Poplar Branch Township, Currituck County, North Carolina" by Coastal Engineering & Surveying, Inc., dated December 8, 1993 and recorded in Plat Cabinet E, Slide(s) 154 and 155, in the Office of the Register of Deeds, Currituck County, North Carolina; and

WHEREAS, COASTLAND CORPORATION, intends to develop the property shown on the aforesaid plat according to a common scheme such that the restrictions herein imposed shall inure to the benefit of each purchaser of lots as shown on the said plat, to insure the best use and most appropriate development of building sites, to protect against improper uses of surrounding lots which would depreciate the value of their property, to preserve the natural beauty of the property, to guard against the erection of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to insure the highest and best development of said property, to encourage and secure the harmonious improvement of building sites, to secure and maintain proper setbacks from property lines and to maintain adequate open space between structures; and in general to provide adequately for a high development of said property, both of enhancing the values of investments made by purchasers of building sites and preserving, as fully as possible, the natural beauty of the subdivision.

NOW, THEREFORE, the Developer, its successors and assigns, does hereby declare and make known that the following covenants, restrictions and reservations are hereby imposed upon lots inclusive of Ocean Sands Subdivision, Section "O", Poplar Branch Township, Currituck County, North Carolina, as shown and delineated on the map or plat in Plat Cabinet E, Slide(s) 154 and 155, of the Currituck County Registry, all of which shall run with the land as shown on the map of plat thereof and any additional lands brought within the scheme and plan of development of the subdivision named "Ocean Sands, Section O", and shall be binding upon the Developer, its successors, grantees and assigns, and upon all subsequent owners of lots of land as shown on the aforesaid plat (including any additional lands which may be developed by the Developer pursuant to this scheme of development), claiming by and through the Developer.

If any person subsequently acquiring title to or possession of any lot or lots within said subdivision, or his or her heirs or assigns, shall violate any of the restrictions hereinafter set out, it shall be lawful for any person owning real property situated in said subdivision to institute legal proceedings against the person or persons violating any of said restrictions, and either prevent him from so doing or recover damages for such violation or both, invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE I

USE RESTRICTIONS AND COVENANTS

1. Property Owners' Association.

a. Developer has caused to be incorporated under the laws of the State of North Carolina, a non-profit corporation, hereinafter referred to as the "Ocean Sands Property Owners' Association."

b. Membership. Every person or entity who purchases an equitable interest or undivided equitable interest in any original lot in Section "O", Ocean Sands Subdivision, whether as

land contract vendee or fee simple holder being subject to these Restrictive Covenants and to assessments by Property Owners' Association (hereinafter referred to as the "Association") shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

c. Maintenance Assessments. Each subsequent owner, by acceptance of a conveyance for a lot within the subdivision, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof shall also be the obligation of the person who was the owner of such property at the time when the assessment fell due. Specifically the assessments would be used to maintain all of the roads and streets within the subdivision to the North Carolina State Secondary Road specifications to which they were built. In addition open space and the recreation area, including tennis courts, boardwalks, nature trails, the picnic area and the lake facilities will be maintained and repaired, and funding will provide for a security guard roving patrol as directed by the Board of Directors of the Property Owners' Association. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the subdivision and in particular for the improvement and maintenance of property, services, and facilities devoted to this purpose and related to the use and

enjoyment of the common properties and of the forms and structures situated upon the property.

d. Basis and amount of annual assessments. The annual assessments shall be Two Hundred Twenty Five and 0/100 Dollars (\$225.00) per lot designated as a single family dwelling lot. The Board of Directors of the Property Owners' Association will have the right to increase or decrease the annual assessment to reflect the actual cost for providing maintenance and other services. In addition, special assessments shall be governed by the Association By-Laws, which shall require the approval of the Board of Directors. Annual dues, in addition to the aforementioned annual and special assessments, may be established and revised from time to time at the discretion of the Board of Directors of said Property Owners' Association.

2. Ocean Lake Swim and Tennis Club, Inc.

a. Developer has caused to be incorporated under the laws of the State of North Carolina, a non-profit corporation, Ocean Lake Swim and Tennis Club, Inc.

b. Membership. Every person or entity who purchases a legal or an equitable interest in any lot in Section "O", Ocean Sands Subdivision, whether as land contract vendee or fee simple holder being subject to these Restrictive Covenants and to assessments by the Board of Directors of the Property Owners' Association (hereinafter referred to as the "Swim Club") shall be a member of the Swim Club provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

c. Maintenance Assessments. Each owner (other than Coastland Corporation), by acceptance of a conveyance for a lot within Section "O", Oceans Sands Subdivision, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Swim Club:

- (1) Annual assessments or charges
- (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time

to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof shall also be the obligation of the person who was the owner of such property at the time when the assessment fee is due. Specifically the assessments will be used to maintain and repair the Swim Club facility which includes, but is not limited to, the parking area, the tennis courts, the swimming pool, bathroom facilities, decks, and landscaping. Further, the assessments shall be used to provide personnel to staff the facilities. The assessments levied by the Swim Club shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the membership.

d. Basis and amount of annual assessments. The annual assessments shall be Three Hundred Fifty and 00/100 Dollars (\$350.00) per lot designated as a single family dwelling lot. The Swim & Tennis Club will have the right to increase or decrease the annual assessment to reflect the actual cost for providing maintenance, repairs, and other services. In addition, special assessments shall be governed by the Association By-Laws. Annual dues, in addition to the aforementioned annual and special assessments, may be established and revised from time to time at the discretion of the Board of Directors of said Swim & Tennis Club.

3. Architectural Control Committee.

a. No buildings, fence, sidewalk, wall, drive or other structure shall be erected, placed, or altered on any lot until the proposed building plans, specifications, exterior, lot plan (showing the proposed location of such buildings or structure, drives and parking areas), and construction schedule shall have been approved in writing by the Architectural Control Committee (hereinafter referred to as the "Committee"), appointed

by the Developer, its successors and assigns. Refusal of approval of plans, location or specification may be based by the Committee upon any ground including purely aesthetic considerations, harmony or external design, location in relation to surrounding structure, and topography, which, in its sole and controlled discretion, the Committee shall deem sufficient.

b. The exterior of all houses and other structures must be completed within nine months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardships to the owner or builder due to strikes, fire, national emergencies or natural calamities. Where more than nine months is required due to size and/or type of structure, the Committee shall have the right to extend that time for completion.

4. Nuisances. No nuisance or offensive, noisy, or illegal activity shall be done, suffered, or permitted upon any lot; and no part of any lot shall be used or occupied injuriously to affect the use or value of the adjoining premises for residential purposes or the neighborhood wherein said premises are situated. No outdoor toilet facilities or privies shall be permitted. Outside garbage and trash accumulations shall be emptied regularly and all service utilities, fuel tanks, wood piles, and trash and garbage accumulations, etc., are to be enclosed within a wall or fence of a size and type approved by the Committee or, if deemed necessary by the Committee, such receptacle shall be placed underground or out of sight, so as to preclude same from causing an unsightly view. No animals, livestock or poultry of any kind, other than household pets, shall be kept or maintained on any lot. No junk, wrecks or inoperative automobiles, trucks, trailers, bus or boat shall be permitted to remain on the property nor shall other unsightly material be stored thereon. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner and prevent the accumulation of rubbish and debris upon the premises. If, upon written notice, a lot or unit owner has not removed any

trash, rubbish, weeds, or debris within thirty (30) days from receipt of said notice, the Developer, or agents of the Developer or the Association, may enter upon a lot or unit thereof, to remove said trash, rubbish, weeds, or debris that has collected on such lot or unit thereof, without such entrance being deemed as a trespass, all at the expense of the lot or unit owner responsible therefore. This provision shall not be construed as an obligation on the part of the Developer or the Association to provide garbage or trash removal services. The expense of such removal shall be a charge on the land, and shall be a continuing lien upon the property from which such items were removed, until paid in full.

5. Water and Sewage.

a. The laws of the State of North Carolina and Currituck County, as well as the rules and regulations of their administrative agencies, now or hereinafter in effect with regard to sewage disposal, water supply, and sanitation are hereby incorporated herein and made a part hereof. All buildings shall connect with central water and sewer utilities within Thirty (30) days when made available.

b. No construction of any kind shall be commenced until the utility availability fee therefore shall have been paid, or arrangements for the payment thereof satisfactory to the Developer shall have been made. Utility availability fee has been fixed and established by the Ocean Sands Water-Sewer District which is administered by Currituck County.

6. Utility Easements. The Developer reserves unto itself, its successors and assigns, a perpetual, inalienable, and releasable easement over, upon, across, and under each lot for the erection, maintenance, installation, and use of electrical and telephone poles, wires, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, community television, telephone equipment, gas, sewer, water or other public convenience or utilities, and the Developer may further cut drain ways for surface water wherever

and whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, tanks and other equipment related to water and/or sewage distribution and other suitable equipment for the conveyance and use of electricity, community television, telephone equipment, gas, and any other uses approved by the Developer within the areas designated as open spaces on the aforesaid plat of record, or to locate same upon any adjacent lot. Such rights may be exercised by any licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service. The Developer and/or its assigns further reserve the right to require the placement of utility conduits in such a manner as to conform with the overall development use; it being specifically understood that underground utilities may be required of a unit owner.

7. Temporary Structures. No 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 the contractor during the construction of the main dwelling house or unit, it being clearly understood that these latter temporary shelters may not, any time, be used as residency or permitted to remain on the lot after completion of construction. No other structure of temporary nature, including but not limited to, house trailers, mobile homes, trailers, tents, shacks, barns or other outbuildings shall be occupied or stored on any residential lot either permanently or temporarily.

8. Additional Restrictions. Developer has the right to make additional properties subject to this Declaration of Restrictive Covenants. Such additions shall be made by filing of record a supplementary Declaration of Restrictive Covenants with respect to the additional property which shall extend the scheme of this Declaration of such property. Such supplementary Declaration may contain such complementary additions and modifications of the Restrictions of the Declarations as may be necessary to reflect the differing needs, if any, of the added properties. However, this reservation shall in no way be construed as a requirement on the part of the Developer to make such additional properties subject to this Declaration.

9. Duration and Binding Effect of Restrictions. These restrictions shall be binding on the land and all parties owning same or in possession thereof for a period of Twenty (20) years from the date hereof and shall be extended for successive periods of ten (10) years thereafter.

10. Signs. No commercial signs (including "For Rent", "For Sale", and other similar signs) or property identification signs shall be erected or maintained on any lot or improvement thereon except with the written permission of the Developer, or except as may be required by legal proceedings, it being understood that the Developer will not grant permission for such signs unless the erection is reasonably necessary to avert serious hardship to the property owner. If upon written notice an unauthorized sign is not removed in seven (7) days, the Developer reserves the right to go upon the property and remove the sign from any location on said property. Furthermore, Developer reserves the right to pursue any legal remedies available to said Developer.

ARTICLE II

RESTRICTIONS ON SINGLE FAMILY DWELLINGS

1. Residential Use. All lots shall be used for single family residential purposes only with no structures erected or maintained on any lot other than a private single family

residence and a private garage for the sole use of the lot owner or occupant. No single family lot may be resubdivided. Duplexes, multifamily units, trailers and mobile homes are prohibited.

2. Size and Construction. Any single family residence erected on any lot shall have minimum floor living area of 1,700 square feet. The side or sides or any lot facing the street shall be considered the front of any dwelling erected on any lot specified above. No single family residence shall exceed forty (40) feet in height, but subject always to the approval of the Architectural Control Committee.

3. Setback Restrictions. Except as set forth below no building shall be erected or maintained on any lot closer than twenty (20) feet from the front lot line, nor closer than ten (10) feet from the back lot line, nor ten (10) feet from the side lot line.

4. Pedestrian Access Easements. When lots on both sides of a pedestrian access easement are under a single ownership the easement must be observed; however, building can overhang these easements.

IN WITNESS WHEREOF, Coastland Corporation, the Developer, has hereunto caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 21 day of January, 1994.

[CORPORATE SEAL]

COASTLAND CORPORATION

By: 

James E. Johnson, Jr.
President

ATTEST:


(Assistant) Secretary

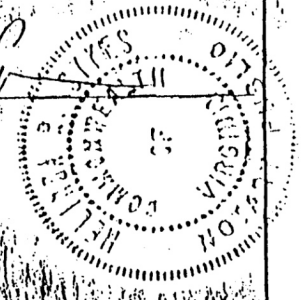
LUCY ALTHEFER

COUNTY (CITY) OF Virginia Beach

I, the undersigned Notary Public, do hereby certify that Lucy A. OLHEISER personally came before me this day and acknowledged that she is (Assistant) Secretary of Coastland Corporation, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President, sealed with its corporate seal and attested by him (her) as its (Assistant) Secretary.

WITNESS my hand and official seal, this 21st day of January, 1994.

Melinda R. Sykes
Notary Public



My Commission Expires:
4-30-95

NORTH CAROLINA
CURRITUCK COUNTY

The foregoing certificate(s) of Melinda R. Sykes,
Notary of Commonwealth of Va
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Charlene G. Dawdy
Register of Deeds

By: Samuel D. Russell
Deputy/Assistant
Register of Deeds

Filed for registration on the
24 day of January, 1994
at 2:50 o'clock P. M.
Charlene G. Dawdy
Register of Deeds