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ATTACHMENT TO OCEAN SANDS PROPERTY REPORT  
RESTRICTIVE COVENANTS BY SECTION

The following restrictions, covenants, easements and reservations apply to each lot in Sections A, B, and C, which restrictive covenants and reservations were adopted on the dates herein indicated, were recorded on the date indicated and are recorded at the book and page indicated all in the office of the Register of Deeds of Currituck County as follows:

<u>Section</u>	<u>Date Effective</u>	<u>Date Recorded</u>	<u>Book and Page</u>	
Sections A, B, C	July 12, 1972	July 18, 1972	117	511

The following is the declaration of restrictive covenants applicable to the above listed sections:

Coastland Corp., owner of the property situated in Poplar Branch Township, Currituck County, North Carolina, known as Ocean Sands, hereby declares that the limitations and restrictions set forth herein shall be binding upon Sections A, B, C, D, E, F, G, H, I, and J as described and delineated on plat recorded in the Currituck County Registry in Plat Book 4, pages 7, 8, 9, 10, 12, 13, 14, 15, 16, and 17. Coastland Corp. is hereby designated as "Owner".

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.

1. Residential Use. Except as may be agreed upon in writing by Owner, all lots shall be used for 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 original lot or group of lots may be resubdivided without the written consent of the Owner.

2. Type, Size and Construction. Any dwelling erected, placed or altered on any lot in the subdivision must be approved in writing by the Architectural Control Committee prior to construction. Such approval will be made upon submission of satisfactory plans, specifications and a grid map showing location of the structure on the lot. Any structure must conform to the following minimum standards:

(a) Any residence erected on any lot in this subdivision shall have a minimum floor living area of 1,000

square feet of livable floor area and all lots fronting on the Atlantic Ocean shall have 1,200 square feet of livable floor area, excluding porch, garage, sundeck, and patio or terrace. The side or sides of any lot facing the street shall be considered the front of any dwelling erected in this subdivision. No residence shall exceed two stories in height.

(b) All construction materials must be new.

(c) All residences must have private inside bathroom facilities, well and septic tanks which conform to the minimum requirements in accordance with both the Currituck County and State of North Carolina Public Health Laws.

(d) Fences, walls and hedges, if any, shall be of open construction not more than five feet in height and shall not extend in front of the dwelling line. Any such fence, wall, or hedge is subject to approval by the Architectural Control Committee.

(e) All structures shall be completed on the exterior within six (6) months from start of construction.

(f) No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuildings shall be occupied or stored on any residential lot either temporarily or permanently.

3. Setback Restrictions. No building shall be erected or maintained on any lot closer than 35 feet from the front lot line, nor closer than 20 feet from the back lot line, nor 10% of the lot frontage from the side lot lines. All buildings erected on oceanfront lots must be built behind the dune line.

4. Nuisance. 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 residence 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, woodpiles, and trash and garbage accumulations, etc., are to be enclosed within a wall or fence of a size and type approved by the Architectural Control Committee so as to preclude same from causing an unsightly view. No signs or advertising posters shall be permitted on any lot, except signs identifying the owner or occupant of the property or signs used by a builder to advertise the property during construction period. No animals, livestock or poultry of any kind, other than household pets, shall be kept or maintained on any lot. No junk, wreck, or inoperative automobile, truck, bus or boat shall be permitted to remain on the property, nor shall other unsightly materials 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 on the premises.

5. Easements. Easements are reserved along and within 5 feet of all rear and side lines and within 10 feet of all front lines for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electricity, telephone service, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to remove any obstacle which may at any time interfere or threaten to interfere with the maintenance of such lines, with right of ingress and egress from and across said premises to duly authorize maintenance personnel. This easement shall also extend along any owner's side and rear property lines where fractional lots are owned. It shall not be considered a violation of the terms of this easement if wires or cables carried by pole lines pass over or under some portion of lots not within the 5 foot wide strip provided such lines do not hinder the construction and maintenance of buildings situated on any such lots. Access easements as shown on the plat of Ocean Sands are for the use of property owners of Ocean Sands and their guests to provide access to the ocean.

6. Architectural Control Committee.

(a) Shall consist of the President of the owner Corporation and two members appointed by its Board of Directors. A majority of said committee may at any time designate, in writing, a representative to act in its behalf.

(b) Any dwelling or structure erected, placed or altered on any lot in the subdivision must be approved or disapproved in writing by the Architectural Control Committee prior to construction. The Architectural Control Committee shall consider, among other things, the quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finish grade elevation in approving or disapproving plans and specifications. The committee may reject any plan that violates the provisions of these restrictions, or because the proposed structure being in too great a similarity to nearby existing structures, or for the reason that the structure is being improperly placed on the lot. A grid map showing location of the proposed structure on the lot must be submitted to the Committee along with plans and specifications.

(c) In order to preserve a desirable beauty and to protect purchasers of this property from having undesirable types of architecture placed on abutting properties with the consequent depreciation to the whole, all elevation plans for buildings to be erected shall be approved by Owner's architect, and evidenced by the approved copy of the elevation plans left in the permanent possession of the Owner. Any additions to such premises, including fencing, will require like additional approval.

(d) The Committee's approval or disapproval as required in these covenants shall be in writing, and in the event of the committee or its designated representative, failing to approve or disapprove within 30 days after plans and specifications

have been submitted to it, or to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

7. Duration of Restrictions. These restrictions shall be binding on the land and all parties owning same or in possession thereof for a period of twenty years from the date hereof and shall be extended for successive periods of ten years thereafter unless prior to the expiration of any such ten year period an instrument signed by the owners of record of a majority of the lots in the subdivision has been recorded revoking or modifying said restrictions.

The following restrictions, covenants, easements and reservations apply to each lot in Phase II - Amended Sections D, E, F, and G, which restrictive covenants and reservations were adopted on the dates herein indicated, were recorded on the date indicated and are recorded at the book and page indicated, all in the office of the Register of Deeds of Currituck County as follows:

<u>Section</u>	<u>Date Effective</u>	<u>Date Recorded</u>	<u>Book</u>	<u>and Page</u>
Phase II - Amended Sec- tions D, E, F, and G	May 7, 1973	June 22, 1973	121	330

Whereas, Coastland Corp., owner of the property situated in Poplar Branch Township, Currituck County, North Carolina, known as "Ocean Sands Subdivision," previously declared limitations and restrictions in a Declaration of Restrictive Covenants dated the 12th day of July, 1972, and recorded in Book 117 at page 511 of the Currituck County Public Registry regarding lots contained in Sections A, B, C, D, E, F, G, H, I, and J as described and delineated on plats recorded in Map Book 4, page 7, 8, 9, 10, 12, 13, 14, 15, 16, and 17, respectively in the Currituck County Registry;

And whereas, Coastland Corp. desires to amend the Declaration of Restrictive Covenants as they pertain to Sections D, E, F, G, and a portion of H;

Now, therefore, Coastland Corp., owner of the property situated in Poplar Branch Township, Currituck County, North Carolina, known as "Ocean Sands Subdivision," hereby declares that the limitations and restrictions set forth herein shall be binding upon Phase II, Sections D, E, F, and G, as described and delineated on "Amended Plat of Sections D, E, F, G, and part of H, of Ocean Sands Subdivision" as described and delineated on plats recorded in the Currituck County Registry in Map Book 4, pages 63, 64, 65 & 66. Coastland Corp. is hereafter designated as "Owner".

If any person, firm, partnership, or other legal entity, subsequently acquiring title to or possession of any lot or lots within said subdivision, or his or her heirs or assigns, and

successors in interest, shall violate any of the restrictions hereinafter set out, it shall be lawful for any person or legal entity owning real property situated in the above-referenced Sections to institute legal proceedings against the person or persons or entity, violating any of said Restrictions, and either prevent him/or it from doing so or recover damages for such violation or both. Invalidation of any of these Covenants by judgment or court order shall in no wise affect any of the other provision, which shall remain in full force and effect.

I. Uniform General Requirements

1. Property Owners' Association

a. Owner will incorporate or cause to be incorporated under the laws of the State of North Carolina, as a non-profit corporation, 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 whether as land contract vendee or fee simple holder being subject to these Restrictive Covenants and to assessments by the 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. 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 assessment shall be \$100 per lot designated as a single

family dwelling lot; \$40 per allocated unit within a multiple dwelling lot until the unit within such multiple dwelling is constructed, at which time that unit's assessment shall be \$80 per year. A unit as used in this paragraph is defined as a dwelling place for one family in a multi-family structure. An allocated unit, as used herein, is defined as one unit within the maximum number permitted on any lot designated for multiple dwelling. 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 initially require the affirmative vote of two-thirds of all voting members. 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. Architectural Control Committee

a. No building, 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 building 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 Owner, 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 of external design, location in relation to surrounding structure, and topography, which, in its sole and uncontrolled discretion, the Committee shall deem sufficient.

b. The exterior of all houses and other structures must be completed within six 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 six months is required due to size and/or type of structure, the Committee shall have the right to extend the time for completion.

## 3. 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 of value of the adjoining premises for residence 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, 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, truck, 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 30 days from receipt of said notice, the Owner, or agents of the Owner, 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 therefor. This provision shall not be construed as an obligation on the part of the Owner 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.

#### 4. 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 hereafter 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 30 days when made available.

b. No construction of any kind shall be commenced until the utility availability fee therefor shall have been paid, or arrangements for the payment thereof satisfactory to the Owner shall have been made. Utility availability fee has been fixed and established by agreement between the Owner and Currituck County.

#### 5. Utility Easements

The Owner 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 Owner may further cut drain ways for surface water wherever and whenever such action may appear to the Owner 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 gradings 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 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 Owner, but this reservation shall not be considered an obligation of the Owner to provide or maintain any such utility or service. The Owner 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.

#### 6. 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, at any time, be used as residency or permitted to remain on the lot after completion of construction. No other structure of a temporary nature, including but not limited to, housetrailer, mobile homes, trailers, tents, shacks, barns or other outbuildings shall be occupied or stored on any residential lot either permanently or temporarily.

#### 7. Additional Restrictions

Owner 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 to 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 Owner to make such additional properties subject to this Declaration.

#### 8. 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 date hereof and shall be extended for successive periods of ten (10) years thereafter unless prior to the expiration of said twenty (20) year period or of any such ten (10) year period an instrument signed by the owners of record of a majority of the units, including allocable units (as hereinabove defined), restricted by this Declaration has been recorded revoking or modifying said Restrictions.



Reservations, and Requirements as set forth in paragraphs 1 through 12 below shall apply to and govern the following lots.

<u>Section</u>	<u>Lot No.</u>
D	205 through 219, inclusive; 221 through 224, inclusive; 226 through 249 inclusive.
E	258 through 276, inclusive; 279 through 306, inclusive.
F	307 through 338, inclusive; 340 through 367, inclusive.

9. Residential Use

All lots shall be used for 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.

10. Size and Construction

Any single family residence erected on any lot shall have a minimum floor living area of 1,000 square feet, but all lots fronting on the Atlantic Ocean shall have 1,200 square feet of livable floor area, excluding porch, garage, sundeck, and patio or terrace. The side or sides of 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 two stories in height, not including pilings which are permissible, but subject always to the approval of the Architectural Control Committee.

11. Restrictions

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 six (6) feet from the side lot line.

12. 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 except with the written permission of the Owner, or except as may be required by legal proceedings, it being understood that the Owner will not grant permission for such signs unless the erection is reasonably

necessary to avert serious hardship to the property owner.

### III. Restrictions on Multiple Family Dwellings

In addition and supplemental to the Uniform General Restrictions, the following Restrictive Covenants, Easements, Reservations and Requirements as set forth in paragraphs 13 through 15 below shall apply to the following lots:

<u>Section</u>	<u>Units Per Acre</u>	<u>Lot No.</u>
D	8 units per acre only	201 through 203, inclusive; 251 through 257, inclusive
D	12 units per acre only	204, 220, 225, 250
E	25 units per acre only	277 and 278
F	25 units per acre only	339A and 339B
G	25 units per acre only	368, 369, 371 and 372

Specifically, the lots are allocated the following units under these restrictions:

<u>Lot</u>	<u>Section</u>	<u>Allocable Units</u>
201, 202, 203, 220, 251, 252, 253, 254, 255, 256 and 257	D	8 on each lot
204	D	4
225 and 250	D	7 on each lot
277	E	71
278	E	63
339A and 339B	F	69 on each lot
368	G	148
369	G	43
371	G	85
372	G	163

### 13. Limitations on Buildings

There shall not be erected or maintained on any of the lots indicated above a single family dwelling, except as hereinafter provided for. Multiple dwellings may be erected in

accordance with the overall Planned Unit Development, but the total number of units within each multiple dwelling cluster shall not exceed the number allotted to the respective lots within this classification as indicated above.

#### 14. Re-subdivision of Lots

Any multiple dwelling lot may be re-subdivided into smaller dwelling lots to conform with the overall cluster design, provided that prior approval of the Currituck County Planning Board and the Currituck County Board of Commissioners has been obtained. But nothing herein shall be construed to eliminate any of the Uniform General Requirements set forth hereinabove. The following definitions shall apply as used herein:

a. Planned Unit Development-Complete development of land for which central mechanisms have been adopted by the Developer-Owner in accordance with the guides and objectives established by the Currituck County Planning Board and the Currituck County Board of Commissioners.

b. Unit - A dwelling place for one family is a single or multi-family structure.

c. Multiple Dwelling - Two or more units within the same structure, or connecting units with common party walls, or multistoried units, including, but not limited to, duplexes, apartments, townhouses, and condominiums.

d. Cluster - Two or more dwellings.

#### IV. Restrictions on Commercial Lots

In addition and supplemental to the Uniform General Restrictions, the following Restrictive Covenants, Easements, Reservations, and Requirements shall apply to and govern the erection and maintenance of commercial and mixed commercial buildings, all of which are limited and restricted to Lot No. 370 of Section G.

#### 16. Commercial Restrictions

a. Buildings erected on the lot designated in this classification shall be limited to stores, offices, business buildings, commercial enterprises, hotels, motels, restaurants, theaters and mercantile establishments.

b. All structures erected must be in compliance with criteria set forth in the Uniform General Requirements hereinabove. No building shall be used or occupied as living quarters except bonified hotels or motels.

The following restrictions, covenants, easements and reservations apply to each lot in Phase II, Amended Section D (Resubdivision

of Lots 201 through 203 and 251 through 257), amended Section D (Resubdivision of Lots 339A and 339B) and amended Section G (Resubdivision of Lots 368 and 372), which restrictive covenants and reservations were adopted on the dates herein indicated, were recorded on the dates indicated and are recorded at the book and page indicated, all in the office of the Register of Deeds of Currituck County as follows:

<u>Section</u>	<u>Date Effective</u>	<u>Date Recorded</u>	<u>Book</u>	<u>Page</u>
Phase II - Section D (Resubdivision of Lots 201 through 203 and 251 through 257), Section F (Resubdivision of 339A and 339B) and Section G (Resub- division of Lots 368 and 372)	August 10, 1973	August 14, 1973	122	51
Amendment to Restrictive Covenants	June 12, 1974	June 18, 1974	125	629

Whereas, Coastland Corp., owner of the property situated in Poplar Branch Township, Currituck County, North Carolina, known as "Ocean Sands Subdivision," previously declared limitations and restrictions in a Declaration of Restrictive Covenants dated the 12th day of July, 1972, and recorded in Book 117 at page 511 of the Currituck County Registry regarding lots contained in Sections A, B, C, D, E, F, G, H, I, and J and described and delineated on plats recorded in Map Book 4, page 7, 8, 9, 10, 12, 13, 14, 15, 16, and 17, respectively in the Currituck County Registry;

And whereas, Coastland Corp., declared substitutions and additional limitations and restrictions by Amended Declaration of Restrictive Covenants dated May 7, 1973 and recorded in Book 121 at page 330 of the Currituck County Public Registry regarding lots contained on "Amended Plat of Sections D, E, F, G, and part of H of Ocean Sands Subdivision" as described and delineated on plats recorded in the Currituck County Registry in Map Book 4, pages 63, 64, 65, and 66;

And whereas, Coastland Corp., pursuant to paragraphs 7 and 14 of the Uniform General Requirements contained in the Amended Declaration of Restrictive Covenants recorded in Book 121 at page 330 of the Currituck County Public Registry, desires to make supplementary and additional restrictions applicable to lots which have been properly resubdivided;

NOW, THEREFORE, Coastland Corp., owner of the property situated in Poplar Branch Township, of Currituck County, North

... known as "Ocean Sands Subdivision," hereby adding the supplemental limitations and restrictions set forth herein shall be also binding upon the resubdivided lots as described and delineated on "Resubdivision of Ocean Sands Phase II Part of Sections D, F, and G" as described and delineated on plats recorded in the Currituck County Registry in Map Book 4, pages 72, 73, 74, and 75.

If any person, firm, partnership, or other legal entity, subsequently acquiring title to or possession of any lot or lots within the resubdivided sections of said subdivision, or his or her heirs or assigns, and successors in interest, shall violate any of the additional restrictions hereinafter set out, it shall be lawful for any person or legal entity owning real property situated in the above referenced sections to institute legal proceedings against the person or persons or entity, violating any of said additional or supplementary restrictions, and either prevent him/or it from doing so, or recover damages for such violation or both. It is the intention of Coastland Corp. to make these additional and supplementary restrictions in addition to the previously recorded restrictions applicable to the subdivision and not in substitution thereof. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions contained in these additional restrictive covenants or the previously filed restrictive covenants applicable to the subdivision, which shall remain in full force and effect.

I. Additional restrictive covenants relating to Section D, Lots 201 A, B, C, and D, 202 A, B, C, and D, 203 A, B, C, and D, 251 A, B, C, and D, 252 A, B, C, and D, 253 A, B, C, and D, 254 A, B, C, and D, 255 A, B, C, and D, 256 A, B, C, and D, 257 A, B, C, and D recorded in Map Book 4, page 73 in the Currituck County Registry.

1. No building shall be erected or maintained on any lot closer than twenty (20) feet from a property line fronting Trolling Lane, Marlin Way, or any public open space, nor closer than ten (10) feet from an access easement. Where four A, B, C, D, lots are combined under one ownership to form a single 40,000 square foot open space cluster lot 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 or side lot lines.

Each lot shall have no more than two (2) allocable units.

2. Access to lots smaller than 20,000 square feet shall be by the access easement. Where four A, B, C, D lots are combined under a single ownership to form a single 40,000 square foot open space cluster lot, access can be at any point. Only one access point will be allowed per 40,000 square foot lot.

specifically, the lots are allocated the following units:

<u>Section F</u>	<u>Allocable Units per Lot</u>
Lots No. 339A-1	5
339A-2	7
339A-3	8
339A-4	11
339A-5	8
339A-6	18
339A-7	12
339B-1	8
339B-2	7
339B-3	8
339B-4	11
339B-5	7
339B-6	16
339B-7	12

<u>Section G</u>	<u>Allocable Units per Lot</u>
Lots No. 368A	37
368B	6
368C	6
368D	6
368E	37
368F	14
368G	14
368H	14
368I	14
372A	33
372B	8
372C	6
372D	6
372E	6
372F	6
372G	6
372H	12
372I	18
372J	14
372K	14
372L	14
372M	4
372N	6
372O	4
372P	6

II. Additional restrictive covenants relating to Section F, Lots 339A-1, 339A-2, 339A-3, 339A-4, 339A-5, 339A-6, 339A-7, 339B-1, 339B-2, 339B-3, 339B-4, 339B-5, 339B-6, 339B-7 all as shown on the map recorded in Map Book 4, at Page 74, in the Currituck County Registry and Section G, lots 368A, 368B, 368C, 368D, 368E, 368F, 368G, 368H, 368I, 372A, 372B, 372C, 372D, 372E, 372F, 372G, 372H, 372I, 372J, 372K, 372L, 372M, 372N, 372O and 372P,

all as shown on the map recorded in Map Book 4, Page 7, in the Currituck County Registry.

1. Setback - Setoff. No building shall be erected or maintained on any lot closer than twenty (20) feet from the front property line, nor closer than ten (10) feet from the back lot line, nor six (6) feet from the side lot line. The word "lot" as used herein shall mean the separately numbered parcels depicted on the above-mentioned maps. Provided, however, that the owner of all of a designated lot on said maps may combine with such lot, all of another contiguous lot or lots and the aggregate shall be considered as one "lot" for the purposes of these restrictive and protective covenants and conditions. When two or more contiguous lots are combined to form one lot, the total allocable units for the combined lot shall not exceed the total allocable units authorized for the lots being combined.

2. 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.

3. Parking. Parking should be maintained under buildings as much as possible, with a parking ratio of 2.0 parking spaces per dwelling unit. Any exception must be approved by the Architectural Control Committee.

4. Size. No multifamily building complex shall exceed three stories on top of the pilings, which are permissible, but subject always to the approval of the Architectural Control Committee.

The following restrictions, covenants, easements and reservations apply to each lot in Phase III - Sections H, I and J, which lots are shown on plats of the said subdivision recorded in Map Book 5, at Pages 14, 15 and 16 in the office of the Register of Deeds of Currituck County, Section H restrictions having been amended as hereinafter indicated and the said restrictions, covenants, easements and reservations apply to each lot in Phase IV - Sections L and N, which are shown on plats recorded in Map Book 6, at Pages 6 and 7 in the office of the Register of Deeds of Currituck County, said lots being subject to the amendment for lots in Section H, making the restrictions on Phase IV - Sections L and N identical to the restrictions for Section H, said restrictive covenants and reservations having been adopted on the date herein indicated, recorded on the date indicated and recorded at the book and page indicated, all of which recordings are in the office of the Register of Deeds of Currituck County, as follows:

<u>Section</u>	<u>Date Effective</u>	<u>Date Recorded</u>	<u>Book</u>	<u>and Page</u>
Phase III - Sections H, I and J	March 22, 1974	March 26, 1974	124	516

Paragraph I, subparagraph 10 has been amended for Phase III - Section H to increase the square footage requirements to 1,200 on nonocean front lots and 1,400 on ocean front lots. This requirement applies to Phase IV - Sections L and N also.

<u>Section</u>	<u>Date Effective</u>	<u>Date Recorded</u>	<u>Book and Page</u>	
Phase III - Section H (Amendment)	June 11, 1975	June 12, 1975	132	1
Phase IV - Sections L and N	June 9, 1975	June 12, 1975	132	5

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

I. Uniform General Requirements

1. Property Owners' Association

a. Owner will incorporate or cause to be incorporated under the laws of the State of North Carolina, as a non-profit corporation, 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 whether as land contract vendee or fee simple holder being subject to these Restrictive Covenants and to assessments by the 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. 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 <sup>300.00</sup> ~~\$150~~ per lot designated as a single family dwelling lot. 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 initially require the affirmative vote of two-thirds of all voting members. 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. Architectural Control Committee

a. No building, 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 building 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 Owner, 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 of external design, location in relation to surrounding structure, and topography, which, in its sole and uncontrolled discretion, the Committee shall deem sufficient.

b. The exterior of all houses and other structures must be completed within six 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 six months is required due to size and/or type of structure, the Committee shall have the right to extend the time for completion.

3. Nuisances

*Section N*

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 residence 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, 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, truck, 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 30 days from receipt of said notice, the Owner, or agents of the Owner, 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 therefor. This provision shall not be construed as an obligation on the part of the Owner

... THE ASSOCIATION ... 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.

4. 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 hereafter 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 30 days when made available.

b. No construction of any kind shall be commenced until the utility availability fee therefor shall have been paid, or arrangements for the payment thereof satisfactory to the Owner shall have been made. Utility availability fee has been fixed and established by agreement between the Owner and Currituck County.

5. Utility Easements

The Owner 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 Owner may further cut drain ways for surface water wherever and whenever such action may appear to the Owner 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 gradings 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 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 Owner, but this reservation shall not be considered an obligation of the Owner to provide or maintain any such utility or service. The Owner 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.

6. 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, at any time, be used as residency or permitted to remain on the lot after completion of construction. No other structure of a 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.

7. Additional Restrictions

Owner 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 to 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 Owner to make such additional properties subject to this Declaration.

8. 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 date hereof and shall be extended for successive periods of ten (10) years thereafter unless prior to the expiration of said twenty (20) year period or of any such ten (10) year period an instrument signed by the owners of record of a majority of the lots restricted by this Declaration has been recorded revoking or modifying said Restrictions.

II. Restrictions on Single-Family Dwellings

In addition and supplemental to the Uniform General

Restrictions, the following Restrictive Covenants, Easements, Reservations, and Requirements as set forth in paragraphs 9 through 12 below shall apply to and govern the following lots:

<u>Section</u>	<u>Lot No.</u>
H (Amended)	1 through 82, Plat Book 5, Page 14
I (Amended)	1 through 54, Plat Book 5, Page 15
J (Amended)	1 through 85, Plat Book 5, Page 16

9. Residential Use

All lots shall be used for 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.

10. Size and Construction

Any single family residence erected on any lot shall have a minimum floor living area of 1,000 square feet, but all lots fronting on the Atlantic Ocean shall have 1,200 square feet of livable floor area, excluding porch, garage, sundeck, and patio or terrace. The side or sides of 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 two stories in height, not including pilings which are permissible, but subject always to the approval of the Architectural Control Committee.

For lots in Phase III, Section H and Phase IV, Sections L & N, the minimum floor living area requirements for nonocean front lots is 1,200 square feet and for ocean front lots is 1,400 square feet.

11. Restrictions

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 six (6) feet from the side lot line.

12. 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 except with the written permission of the Owner, or except as may be required by legal proceedings, it being understood that the Owner will not grant permission for such signs unless the erection is reasonably necessary to avert serious hardship to the property owner.

CONFIRMATION OF WITHDRAWAL, AMENDMENT AND  
DECLARATION OF RESTRICTIONS

THIS CONFIRMATION OF WITHDRAWAL, AMENDMENT AND DECLARATION OF RESTRICTIONS, made and entered into this the 8th day of August, 1978, by and between OCEAN SANDS, INC., a North Carolina Corporation with its principal office and place of business in Virginia Beach, Virginia, party of the first part (hereinafter called "Owner"); and PROSPECTIVE PURCHASERS of lots in the hereinafter described portion of the Ocean Sands Subdivision, parties of the second part;

## WITNESSETH:

WHEREAS, Coastland Corporation originally laid out certain sections of a subdivision known as Ocean Sands which subdivision sections were labeled alphabetically beginning with A and running through P and were recorded in Plat Book 4, at Pages 7, 8, 9, 10, 12, 13, 14, 15, 16, 17 et seg in the office of the Register of Deeds of Currituck County; and,

WHEREAS by action of the Currituck County Board of Commissioners, all of the said subdivision plats with the exception of Section A, B and C were withdrawn from record by action on March 20, 1973 and with that withdrawal the withdrawal of the Declaration of Restrictions as they relate to Sections D, E, F, G, H, I and J as recorded in Book 117, at Page 511; and,

WHEREAS, subsequently, Coastland Corporation, pursuant to the directed withdrawal by the County, amended and reestablished restrictive covenants covering Amended Sections D, E, F, and G, Phase II, which are recorded in Book 121, at Page 330, and amended sections H, I and J as recorded in Book 124, at Page 516, in the office of the Register of Deeds of Currituck County; and,

WHEREAS, Ocean Sands, Inc. desires to confirm the withdrawal of the original subdivision plats and the Amendment and Declaration of Restrictive Covenants as they pertain to Amended Sections K and M, Phase IV, as those sections are described and delineated on the plats recorded in Map Book 6, at Page 22. And to reaffirm the Declaration of Restrictions recorded by Coastland Corporation in Book 155, Page 48, in the office of the Register of Deeds of Currituck County as being identical in content as this Declaration of Restrictions.

NOW, THEREFORE, Ocean Sands, Inc., owner of the property situated in Poplar Branch Township, Currituck County, North Carolina, known as "Ocean Sands Subdivision," hereby declares that the limitations and restrictions set forth herein shall be binding upon Phase IV, Section K and M, as described and delineated on "Amended Plat of Sections K, L and M and portions of Sections I, J, N and P, of Ocean Sands Subdivision" herein referred to as Phase IV, Sections K and M as described and delineated on plats recorded in the Currituck County Registry in Map Book 6, page 22. Ocean Sands, Inc. is hereafter designated as "Owner."

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

#### Uniform General Requirements

##### 1. Property Owners' Association

a. Owner will incorporate or cause to be incorporated under the laws of the State of North Carolina, as a non-profit corporation, 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 whether as land contract vendee or fee simple holder being subject to these Restrictive Covenants and to assessments by the 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. 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 \$100 per lot designated as a single family dwelling lot. 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 initially require the affirmative vote of two-thirds of all voting members. 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. Architectural Control Committee

a. No building, 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 building 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 Owner, 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 of external design, location in relation to surrounding structure, and topography, which, in its sole and uncontrolled discretion, the Committee shall deem sufficient.



b. The exterior of all houses and other structures must be completed within six 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 six months is required due to size and/or type of structure, the Committee shall have the right to extend the time for completion.

### 3. 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 residence 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, 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, 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 30 days from receipt of said notice, the Owner, or agents of the Owner, 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 therefor. This provision shall not be construed as an obligation on the part of the Owner 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.

### 4. 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 hereafter 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 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 Owner shall have been made. Utility availability fee has been fixed and established by agreement between the Owner and Currituck County.

### 5. Utility Easements

The Owner 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 Owner may further cut drain ways for surface water wherever and whenever such action may appear to the Owner 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 gradings 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 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 Owner, but this reservation shall not be considered an obligation of the Owner to provide or maintain any such utility or service. The Owner 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.

6. 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, at any time, be used as residency or permitted to remain on the lot after completion of construction. No other structure of a 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.

7. Additional Restrictions

Owner 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 to 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 Owner to make such additional properties subject to this Declaration.

8. 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 date hereof and shall be extended for successive periods of ten (10) years thereafter unless prior to the expiration of said twenty (20) year period or of any such ten (10) year period an instrument signed by the owners of record of a majority of the lots restricted by this Declaration has been recorded revoking or modifying said Restrictions.

Restrictions on Single-Family Dwellings

In addition and supplemental to the Uniform General Restrictions, the following Restrictive Covenants, Easements, Reservations, and Requirements as set forth in paragraphs 9 through 12 below shall apply to and govern the following lots:

Section

Lot No.

K (Amended)

1 through 80 - Plat Book 6, Page 22

M (Amended)

135 through 170 - Plat Book 6, Page 22

9. Residential Use

All lots shall be used for 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.

10. Size and Construction

Any single family residence erected on any lot shall have minimum floor living area of 1,200 square feet, but all lots fronting on the Atlantic Ocean shall have 1,400 square feet of livable floor area, excluding porch, garage, sundeck, and patio or terrace. The side or sides of 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 two stories in height, not including pilings which are permissible, but subject always to the approval of the Architectural Control Committee.

11. Restrictions

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 six (6) feet from the side lot line.

12. 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 except with the written permission of the Owner, or except as may be required by legal proceedings, it being understood that the Owner will not grant permission for such signs unless the erection is reasonably necessary to avert serious hardship to the property owner.

IN WITNESS WHEREOF, Coastland Corporation has caused this instrument to be executed by its appropriate officers by authority of its Board of Directors, this 8th day of August, 1978.

OCEAN SANDS, INC.

BY: James E. Johnson, Jr.  
James E. Johnson, Jr.

ATTEST:

Virginia C. Conway  
Secretary, ASSISTANT

STATE OF VIRGINIA  
CITY OF VIRGINIA BEACH

I, Barbara Y. Royster, a Notary Public in and for the City and state aforesaid, do hereby certify that on the 8th day of August, 1978, before me personally came James E. Johnson, Jr., with whom I am personally acquainted, who, being by me duly sworn, says that he is President and that Virginia C. Conway is Secretary of Ocean Sands, Inc., the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said President; that the said President and Secretary subscribed their names thereto and the said common seal was affixed, all by order of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 8th day of August, 1978.

Barbara Y. Royster  
Notary Public

My commission expires: Nov. 19, 1980

STATE OF NORTH CAROLINA  
COUNTY OF CURRITUCK

The foregoing certificate of Barbara Y. Royster, a Notary Public of the City of Virginia Beach, State of Virginia, is certified to be correct. This instrument was present for registration this day and hour and duly recorded in the office of the Register of Deeds of Currituck County, North Carolina in Book 156, Page 715.  
This 10th day of Aug., 1978, at 10:54 o'clock A.M.

Linda H. Patrick  
Register of Deeds, Currituck Co.

Residential Development

Phase	Section	Lots	DU/Lot	Total	Du Type
I	A, B, C	1-200	1	200	S.F.
II	D	201-203	2	24	Dup.
		(a, b, c, d)			
		204	4	4	M.F.
		205-219	1	15	S.F.
		220	8	8	M.F.
		221-224	1	4	S.F.
		225a, b, c, d	1	4	S.F.
		226-249	1	24	S.F.
		250	7	7	M.F.
		251-257	2	56	Dup.
		(a, b, c, d)			
		[Total 146]			
II	E	258-276	1	19	S.F.
		277-278	1	34	S.F.
		A-III			
		279-306		28	S.F.
		[Total 81]			
II	F	307-338	1	32	S.F.
		339A-1	7	7	M.F.
		-2	6	6	M.F.
		-3	8	8	M.F.
		-4	10	10	M.F.
		-5	6	6	M.F.
		-6/7	30	30	M.F.
		339B(1B-15B)	1	15	S.F.
		340-367	1	28	S.F.
		[Total 142]			
II	G	---	---	275	M.F.
III	H	1-82	1	82	S.F.
III	I	1-54	1	54	S.F.
III	J	1-85	1	85	S.F.
IV	K	1-80	1	80	S.F.
IV	L	81-134	1	54	S.F.
IV	M	135-170	1	36	S.F.
IV	N	171-223	1	53	S.F.

IV	O	224-351	1	128	S.F.
		352	20	20	M.F.
IV	P	1-43	1	43	S.F.
IV	Q	44-82	1	39	S.F.
V	T	---	---	350	M.F.
VI	W	---	---	430	M.F.

TOTAL RESIDENTIAL DWELLING UNITS 2,298

3. Commercial Density and Use.

(a) Subject to the modifications authorized under Section 4, the following sections within Ocean Sands may be developed for commercial purposes as provided herein up to the maximum extent indicated in the table below:

Phase	Section	Total Maximum Commercial Acres	Total Maximum Commercial Floor Area	Maximum Number Hotel Lodging Units
II	G	10	50,000	250
IV	R	3.9	39,000	---
V	T	30	100,000	1,000
VI	U	13.9	139,000	---
VI	X	10	100,000	---
TOTALS		67.8	428,000	1,250

(b) For purposes of this and the remaining sections of the permit:

- (1) The term "floor area" shall mean the sum of enclosed areas on all floors of a building measured from the outside faces of the exterior walls, including (without limitation) halls, lobbies, arcades, stairways, elevator shafts, enclosed porches and balconies, and any below-grade floor areas intended or used for access, occupancy, or storage. Not countable as floor area are open terraces, patios, atriums, balconies, and breezeways. Parking garages or parking decks, whether enclosed or open, underground or above ground, shall also not be included in calculating floor area.
- (2) The floor area occupied by a hotel or motel (including without limitation lodging units and hallways, meeting and