

NORTH CAROLINA  
CURRITUCK COUNTY

BOOK 117 PAGE 511

DECLARATION OF RESTRICTIVE COVENANTS

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 re-subdivided 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,

ERROL FLYNN  
HARRIS & WILLY  
ATTORNEYS AT LAW  
CORP. - S. C.

*Agreement by Withdrawal, Amendment & Replacement by Restriction Book 155, pg. 48  
156, pg. 715  
State H. Plat*

## BOOK 117 PAGE 512

excluding porch, garage, sundock, 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, wall 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. 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, 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

LESBY, WELLS, BRADY,  
MORRIS & RILEY  
ATTORNEYS AT LAW  
CARRINGTON CITY, N. C.

BOOK 117 PAGE 513

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 authorized 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 covenant 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.

ESSEX ARCH SWAN  
 HANBROW & HILL  
 ATTORNEYS AT LAW  
 CHARLOTTE, N.C.

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

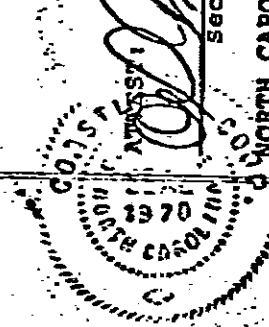
BOOK 117 PAGE 514

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.

IN WITNESS WHEREOF, Coastland Corp. has caused this instrument to be executed by its appropriate officers by authority of its Board of Directors, this 12 day of July, 1972.

COASTLAND CORP.

BY: [Signature]  
President



[Signature]  
Secretary

NORTH CAROLINA

CURRITUCK COUNTY

I, the undersigned notary public, do hereby certify that O. J. Frink, Jr. personally came before me this day and acknowledged that he is Secretary of Coastland Corp. and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by himself as its Secretary.

WITNESS my hand and notarial seal this 12 day of July, 1972.



[Signature]  
Notary Public

My comm. expires: February 29, 1976

NORTH CAROLINA

CURRITUCK COUNTY

The foregoing or annexed certificate of Laura A. Powell, a Notary Public for Currituck County,

State of Va., is certified to be correct.

This 12 day of July, 1972.

Filed for registration on the 12 day of July, 1972.

at Waco, North Carolina.  
[Signature]  
Register of Deeds  
By [Signature] Deputy

LEROY, WELLS, SPAN,  
HERNIMAN & RILEY,  
ATTORNEYS AT LAW  
WACO, N. C.

NORTH CAROLINA

CURRITUCK COUNTY

BOOK 121 PAGE 330

OCEAN SANDS

## AMENDED DECLARATION OF RESTRICTIVE COVENANTS

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 Requirements1. 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.

BOOK 121 PAGE 331

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 waives 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, service and facilities devoted to this purpose and related to the use and enjoyment of the common properties and other 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, \$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 \$60 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. 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 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 successor 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

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BOOK 121 PAGE 332

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, 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.

BOOK 16-1 PAGE 33

#### 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 conveyance 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 Declaration 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



BOOK 121 PAGE 334

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 allocab units (as hereinabove defined), 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 Restriction or 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>
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.

11. 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 the 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.

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advised by  
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SHAW  
JULY  
...

a. Planned Unit Development-Complete development of 1 1/2 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

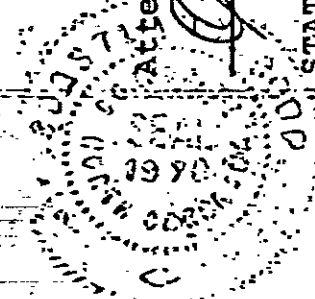
In addition and supplemental to the Uniform General Restrictions, the following Restrictive Covenants, Easements, Reservations, and Requirements shall apply to and govern the erection and maintenance of commercial and mixed commercial buildings, all of which are limited and restricted to Lot No. 370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

IN WITNESS WHEREOF, Coastland Corp. has caused this instrument to be executed by its appropriate officers by authority of its Board of Directors, this 7th day of May, 1973.

Attest:  
  
[Signature]  
Secretary  
STATE OF Virginia  
COUNTY OF Virginia Beach

COASTLAND CORP.

BY [Signature]  
President

I, the undersigned notary public, do hereby certify that John B. Smith personally came before me this day and acknowledged that he is Secretary of COASTLAND CORP., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by himself as its Secretary.

LEROY, WELLS, SHAW,  
HERNIMAN & RILLY  
ATTORNEYS AT LAW  
1000-11th CITY, N. C.

WITNESS my hand and notarial seal this 7th day of May, 1973.

[Signature]  
Notary Public

My commission expires: Feb. 29, 1976

-7-

CURRITUCK COUNTY  
NORTH CAROLINA

The foregoing or annexed certificate of Laura S. Pruitt, a Notary

Public of Va. Beach County, Va., is certified to be correct.

This 22 day of June, A.D. 1973

[Signature]  
Notary