


NOTICE TO OWNERS OF TOWNHOUSE UNITS
WITHIN VAN'S TOWNHOUSES
AND
VAN'S TOWNHOUSES, II


Take notice that the Executive Board of Van's Townhouses Homeowner's Association, Inc. ("The Association") has adopted the following resolution:

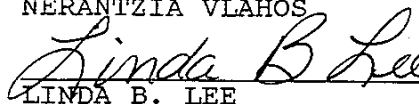
RESOLVED: That each parcel owner, in compliance with the By-Laws and Section Seven of the Declaration of Covenants, Easements, Conditions and Restrictions recorded in Book 594 at Page 685 in the Dare County Public Registry, shall, until further notice, pay the sum of \$22.00 per month for sewer and waste water treatment charge, lighting in the parking lot area, and maintenance of the townhouse common areas. The monthly assessment shall be payable semi-annually, on January 1 and July 1 of each year, in the amount of \$132.00 on each semi-annual payment date, and shall be directed to Van's Pizza, P.O. Box 2949, Kill Devil Hills, N.C. 27948.

Failure to pay the semi-annual assessment within thirty (30) days after due date will result in termination of sewer treatment use until the assessment is paid, as well as additional charges for disconnection and re-connection of said utility.

IN WITNESS WHEREOF, the undersigned Directors of the Association have hereunto affixed their signatures this the 1st day of March, 1993.

 (SEAL)
EVANGELOS ALEXOPOULOS

 (SEAL)
NERANTZIA VLAHOS

 (SEAL)
LINDA B. LEE

ARTICLES OF INCORPORATION

OF

VAN'S TOWNHOUSES HOMEOWNERS' ASSOCIATION, INC.

I, the undersigned, being a natural person of full age, do make and acknowledge these Articles of Incorporation for the purpose of creating a nonprofit corporation under the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Nonprofit Corporation Act," and the several amendments thereto, and I do hereby set forth:

ARTICLE I

The name of the corporation is VAN'S TOWNHOUSES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II

The purposes for which this corporation is organized are:

(a) To maintain the driveway and parking areas and common services of every kind and nature required or desired within the residential townhouse development known as Van's Townhouses, Kill Devil Hills, North Carolina.

(b) To enforce any and all covenants, restrictions and agreements applicable to the common areas in the development and particularly the Declaration of Easements and Restrictions that is recorded in Book 572 at Page 57 in the Office of the Dare County Register of Deeds, as well as any restrictions or easements which may hereafter be recorded in the Dare Registry;

(c) To have any and all powers, rights and privileges which a non-profit corporation organized under the laws of North Carolina as contained in Chapter 55A of the General Statutes of North Carolina, by law may now or hereafter exercise.

ARTICLE III

The corporation shall have members, as provided in the by-laws.

ARTICLE IV

Except for the initial Board of Directors whose names are set forth in these Articles of Incorporation, the Board of

Directors shall be elected or appointed as provided in the by-laws.

ARTICLE V

The address of the initial registered office of the corporation is 9 Mile Post, Highway 158 Bypass, Kill Devil Hills, Dare County, North Carolina 27948, and the name of the initial registered agent at such address is Evangelos Alexopoulos.

ARTICLE VI

The number of directors constituting the initial Board of Directors shall be three (3) and the names and addresses of the persons who are to serve as directors until the first meeting of the corporation or until their successors are elected and qualified are:

<u>NAME</u>	<u>ADDRESS:</u>
Evangelos Alexopoulos	9 Mile Post, Highway 158 Bypass Kill Devil Hills, NC 27948
Nerantzia Vlahos	P. O. Box 187 Kill Devil Hills, NC 27948
Linda B. Lee	P. O. Box 2949 Kill Devil Hills, NC 27948

ARTICLE VII

The corporation shall have all the powers granted corporations under the laws of the State of North Carolina. However, notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in the subsection of Section 501 (c) of the Internal Revenue Code of 1954 under which the corporation chooses to qualify for exemption, as the same now exists, or as it may be amended from time to time.

ARTICLE VIII

In the event of the dissolution of the Association, no member shall be entitled to any distribution or division of its remaining property or its proceeds, and the balance of all money and other property received by the Association from any source, after the payment of all debts and obligations of the Association, shall be used or distributed exclusively for the purposes

within the intendment of Section 501 (c) of the Internal Revenue Code as the same now exists or as it may be amended from time to time.

ARTICLE IX

The name and address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Evangelos Alexopoulos	9 Mile Post, Highway 158 Bypass Dare County Kill Devil Hills, NC 27948

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 5th day of July, 1988.

Evangelos Alexopoulos (SEAL)
Evangelos Alexopoulos

NORTH CAROLINA

COUNTY OF PERQUIMANS

I, a Notary Public, of the County and State aforesaid, certify that Evangelos Alexopoulos personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this the 5th day of July, 1988.

Mary Ann Long
Notary Public

(NOTARY SEAL)

My commission expires: 11-23-92

CR00220M

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS and RESTRICTIONS

WHEREAS, EVANGELOS ALEXOPOULOS and wife, ASPASIA ALEXOPOULOS, (hereinafter referred to as "The Developer") are the holders of the legal title to all of the parcels of real estate hereinafter described, located in Atlantic Township, Dare County, North Carolina; and

WHEREAS, certain of the said parcels of real estate as hereinafter more particularly described are intended as dwelling sites, said parcels so intended being hereinafter referred to as "dwelling parcels" upon which The Developer intends to erect so-called "townhouses", each townhouse being a single family private residence erected on a separate dwelling parcel. Said townhouses are to be constructed in groups, such that each group shall constitute a more or less continuous structure with party walls straddling the boundaries between the dwelling parcels, all as depicted on the plat attached hereto and made a part hereof and identified as "Exhibit 1" hereof; and

WHEREAS, certain of said parcels of real estate, as more particularly described hereafter, are intended as parking sites and driveways, opening on the public streets known as Martin Street and Wrightsville Avenue, said parking sites and driveways (hereinafter sometimes referred to as "Common Areas") to be utilized for the benefit and convenience of the owners of said dwelling parcels, it being the present intention of The Developer to convey title to said parcels of real estate upon which is situated said parking sites and driveways, to Van's Townhouses Homeowners' Association, Inc. (hereinafter referred to as "Property Owners Association"), composed of the owners of the dwelling parcels known as Van's Townhouses and Van's Townhouses II; and

WHEREAS, said parcels of real estate are identified and described as follows:

inclusive, with address of 1206 S. Wrightsville Avenue, Kill Devil Hills, NC, as shown on Plat entitled in part, "Survey of Van's Townhouses II," prepared by Quible and Associates, P. C., under date of 9-30-80, revised 10-4-88.

COMMON AREAS:

Beginning at a point situated on the Western right of way line of Wrightsville Avenue at the Southeast corner of the property known as "Van's Townhouses" as shown in Plat Cabinet C, Slide 48E in the Dare County Registry, and running thence from said point of beginning South 50 deg. 50 min. West 47.26 feet to a point, cornering; thence South 39 deg. 10 min. East 41 feet to a point, cornering; thence South 50 deg. 50 min. West 94.8 feet to a point; thence South 51 deg. 28 min. 38 sec. West 14.52 feet to a point, cornering; thence South 39 deg. 10 min. East 24 feet, to a point, cornering; thence North 50 deg. 50 min. East 90 feet to a point, cornering; thence South 39 deg. 10 min. East 41 feet to a point, cornering; thence North 50 deg. 50 min. East 28.43 feet to an iron pipe at the Western right of way line of Wrightsville Avenue; thence along the Western right of way line of Wrightsville Avenue North 19 deg. 21 min. 00 sec. West 112.50 feet to the point of beginning.

AND WHEREAS, The Developer intends to sell and will sell, convey, and mortgage some or all of the parcels so improved, and desires and intends that the several purchasers, owners, mortgagees thereof, and all persons acquiring any interest therein now or hereafter shall at all times enjoy the benefits of and shall hold their said individual parcels subject to the rights, easements, burdens, uses and privileges hereinafter set forth.

NOW, THEREFORE, The Developer does hereby declare that the following rights, easements, covenants, burdens, uses, and privileges shall and do exist at all times hereafter among the several owners, purchasers or mortgagees of the said parcels of real estate in this instrument described, in the manner and to the extent herein set forth, and that the Declarations contained herein shall be binding upon and inure to the benefit of each and every such parcel in this instrument described:

1. All dividing walls which straddle portions of the boundary lines between dwelling parcels and all walls which serve two or more townhouses shall at all times be considered party walls. The cost of maintenance, repair or replacement of said party walls shall be borne equally by the owners of the townhouses served thereby.

2. The owner or owners of each townhouse shall be

portion of the common area and shall be located or installed upon or attached to each townhouse.

3. Easements for ingress, and egress and for the installation, use, maintenance, repair and replacement of public utilities including sewer, gas, electricity, telephone and water lines for the use of the dwelling parcels herein designated and described are hereby created over, under and across the following described real estate:

The area constituting the driveway and parking areas, hereinabove described as "Common Areas".

Said easements shall be used in common by the present and future owners, occupants and mortgagees of, and all persons now or hereafter acquiring any interest in the respective parcels hereinbefore described.

4. Any and all other facilities of any kind presently existing or hereafter installed or designed for the common use of any two or more dwelling parcels, shall be perpetually used in common by such dwelling parcel owners or occupants.

5. Other than the structures contemplated and intended to be erected or constructed upon the said several dwelling or parking parcels herein described and designated, or identical structures erected in replacement thereof, no exterior structures, entrances or additions or additional buildings or additional fences shall be built upon any portion of the hereinabove described parcels. All outside painting and decorating of said several dwelling parcels shall conform in scheme and quality to the outside painting and decorating of all other dwelling parcels.

6. All easements herein described are easements appurtenant, running with the land, and they shall at all times inure to the benefit of and be binding on the undersigned, their grantees and their respective heirs, successors, personal representatives or assigns, perpetually in full force and effect.

7. For the purpose of maintaining the driveway and parking parcels and common services of every kind and nature required or desired within the premises for the general use and benefit of all townhouse owners, each and every dwelling parcel owner, in accepting a deed or contract for any dwelling parcel in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Property Owners Association. Membership in the association shall be appurtenant to and may not be separated from ownership of a dwelling parcel. Each owner of a dwelling parcel shall be entitled to one vote for each dwelling parcel owned. When any dwelling parcel is owned as a tenancy in common, or as a tenancy by the entirety, or any other form of multiple ownership, said tenants or owners shall determine between or among themselves how the vote to which they are entitled shall be cast. In addition to such assessments as shall be required by the Property Owners Association, each parcel owner shall be required to pay the sum of \$12.00 per month per parcel to the Developer, representing said parcel owner's pro rata share of the sewer and waste water treatment charges imposed by Outer Banks Beach Club, Inc. pursuant to agreement with Developer dated January 15, 1988. In the event such charges are increased or reduced pursuant to the terms of said agreement, each parcel owner shall be required to pay his pro rata share of such increase, or shall be entitled to a pro rata reduction of such decrease.

8. Until the Declarant has sold all of the dwelling

of the individual owners, nor their respective uses of the Common Areas, shall interfere with the completion of contemplated improvements and the sale of other dwelling parcels. The Declarant may make use of the unsold dwelling parcels and Common Areas as may facilitate completion of the construction thereof and sale, including, but not limited to, maintaining a sales office, maintaining model dwellings, showing the property, and displaying advertising signs. Any action or vote of the association which attempts to restrict or inhibit the rights of the Declarant as stated herein shall be void and of no effect.

9. The Declarant may retain the legal title to the Common Areas until such time as he has completed improvements thereon and until such time as, in the opinion of the Declarant, the association shall be able to maintain the same. Notwithstanding any provision herein, the Declarant hereby covenants for himself, his heirs, successors and assigns, that he shall convey the common areas to the association, free and clear of all encumbrances and liens, except those created by or made pursuant to this declaration, when Declarant has sold the last dwelling parcel or by three (3) years after date of this declaration, whichever first occurs. However, Declarant may, in his sole discretion, convey the common areas or any portion thereof at any time prior to the above times.

10. The association shall be entitled to make reasonable rules and regulations as it may elect with respect to the parking of vehicles. No campers, trailers, motorcycles, recreational vehicles, off-the-road vehicles, or similar vehicles may be parked, stored or kept on a dwelling parcel or within the parking area except as may be provided by such reasonable rules and regulations of the association. No commercial vehicles will be allowed to be parked overnight on any dwelling parcel or in the common areas.

11. All dwelling parcels shall be used for residential purposes only. Except to the extent that Declarant may maintain sales offices, models or construction offices on one or more lots or dwelling parcels until all dwelling parcels in the properties have been sold, no commercial or other use shall be permitted except residential use.

12. No noxious or offensive activity shall be conducted on any lot or in any dwelling, and nothing shall be done thereof or therein which may be or may become an annoyance or nuisance to the neighborhood.

13. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purposes and provided that no such pet is allowed to run at large.

14. In the event of a violation or breach of any of the restrictions contained herein by any Owner of a dwelling parcel, or agent of such Owner, the Owners of other dwelling parcels or any one of them, jointly or severally, shall have the right to proceed in a legal action to compel compliance with the terms of these restrictions and any reasonable Rules and Regulations made pursuant to these Restrictions. In addition to the foregoing, the Declarant or the Association, or both, shall have the right to proceed in a legal action to compel compliance with the terms hereof or to prevent the violation or breach of these Restrictions or the Rules and Regulations made pursuant thereto. In addition, the Declarant or the Association, or both, shall have the right, whenever there exists a condition in violation of these Restrictions

summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation the Owner has not corrected said violation. Any person entitled to file a legal action for the violation of these Restrictions and the Rules and Regulations adopted pursuant thereto shall be entitled to recover reasonable attorney's fees as permitted by law as a part of such action. Any entry and abatement or removal of a violating condition shall not be deemed a trespass or other tort. The failure to enforce any rights, reservations, or Restrictions contained in this Declaration or in the Rules and Regulations adopted pursuant thereto, however long continued, shall not be deemed a waiver of the right to enforce these covenants or abate a violating condition.

15. The Common Elements and Areas shall be, and they are hereby declared to be subject to a perpetual non-exclusive easement created hereby in favor of all of the Owners for their use and for the use of their families, guests, invitees, and licensees, and for all proper and normal purposes, for ingress and egress to and from the several dwelling parcels, and for the furnishing of services and facilities for which the same are reasonably intended. In addition, this easement shall run in favor of the Declarant and the Association. This easement may be used for ingress and egress for the providing of electric power, telephone, television, sewer, security, water, lighting and other utility services and facilities. Said easement may be used for construction, operation and maintenance of all utility lines, pipes, treatment and other facilities associated therewith. The Declarant, for itself, its successors and assigns, and the Association herein described, reserves the right to impose upon the Common Areas henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of, and necessary and proper for, the Owners.

16. Upon taking title to a dwelling parcel, the Owner shall have in effect, a fully paid fire and extended coverage insurance policy for Homeowners' Insurance upon the residential dwelling unit thereon, and the Owner shall furnish evidence of the insurance as well as the payment of the premium to the Association within ten (10) days of the title transfer date. Said insurance shall be in the amount of the highest percent of the insurable replacement cost of the residential unit which can be reasonably obtained, and said insurance (or its substitute therefor) shall be maintained in force for so long as said dwelling parcel is owned.

17. Reference in the respective deeds of conveyance, or in any mortgage or deed of trust or other evidence of obligations, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

18. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years unless modified by a majority vote of the Owners entitled to vote. This Declaration may be amended during the first twenty (20) year period by an instrument signed by a simple majority of the Association Members, unless a higher percentage is expressly specified elsewhere herein or in the Bylaws of the Association. Any

Registry before becoming effective.

19. Whenever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

20. This instrument shall be construed under and in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set his hand and seal this the 18 day of October, 1988.

Evangelos Alexopoulos (SEAL)
Evangelos Alexopoulos

Aspasia Alexopoulos (SEAL)
Aspasia Alexopoulos

NORTH CAROLINA

COUNTY OF PASQUOTANK

I, a Notary Public, of the County and State aforesaid, certify that Evangelos Alexopoulos and wife, Aspasia Alexopoulos personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this the 18th day of Oct., 1988.

(NOTARY SEAL)

My commission expires: 2-20-89

Paul R. Piley
Notary Public

NORTH CAROLINA
COUNTY OF DARE

The foregoing certificates of J. Fred Piley and
a Notary Public of Pasquotank Co., NC. a Notary Public of _____
are certified to be correct. This
instrument and this certificate are duly registered at the date and time in the Book and Page
shown on the first page hereof.

DORRIS A. FRY, REGISTER OF DEEDS

By Norma Jean Wade Assistant Register of Deeds

ИГНА

EX. SWALE

EX. 8 WATER MAIN

N 19 20 13 W

178.17

NOW OR FORMERLY
 EVANGELIS ALEXPOULOS

EX. F.H. (TYP)
EX. OVERHEAD POWER (TYP)
EX. I.P.

ZONE
N/4
KENNETH I.

SOUTHERN 1/2

142.33

ZONE
N/
KENNETH

NOTE:
UNIT
NUMBER
(TYP)

SOUTHERN

THE TWO PARKING SPACES UNDER EACH INDIVIDUAL UNIT ARE ASSIGNED TO THAT WHICH THEY ARE UNDER ONLY, EACH PARKING SPACE IS 10' WIDE BY 20' LONG

NOTE:

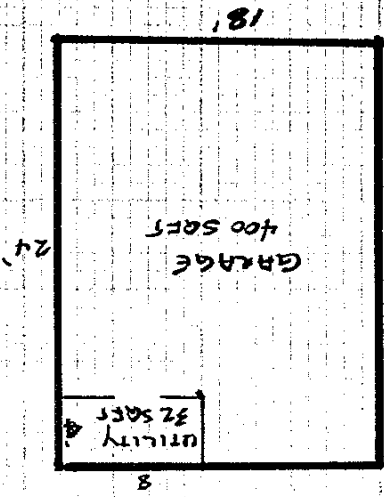
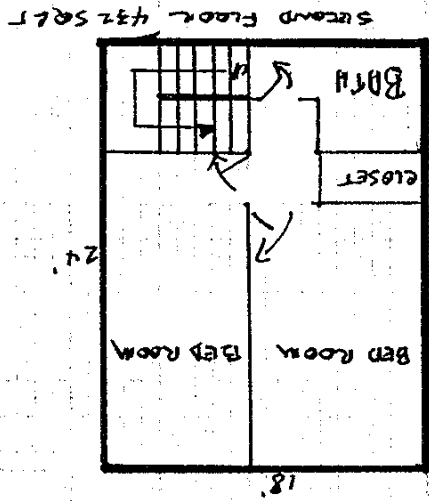
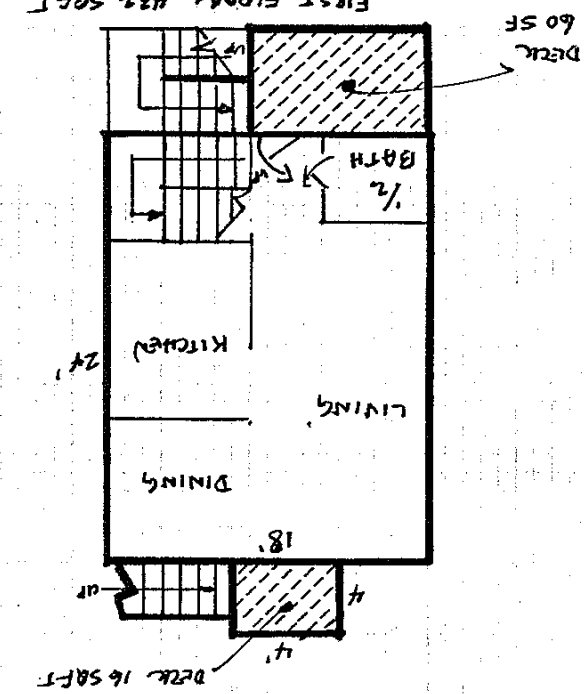
[illegible]

EX. OVERHEAD POWER

EX. DITCH

EX. E.O.P.

~~204 RAD (TP)~~



Note: Not To Scale

TO 74.0
DRAINING
DECKS


$$\begin{array}{r} 730 \\ 125 \\ 85 \\ 50 \\ \hline 790 \end{array}$$