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NORTH CAROLINA

CURRITUCK COUNTY

AMENDMENT TO DECLARATIONS OF RESTRICTIVE COVENANTS

THIS AMENDMENT TO DECLARATIONS OF RESTRICTIVE COVENANTS, made and entered into this the 11 day of June, 1975, by and between COASTLAND CORPORATION, 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 Phase III - Section H (Amended) in the hereinafter described portion of Ocean Sands Subdivision, parties of the second part (hereinafter called "Purchasers");

W I T N E S S E T H:

WHEREAS, Coastland Corporation as Owner of the "Ocean Sands Subdivision" previously established Amended Declarations of Restrictive Covenants on the portion of the Ocean Sands Subdivision known as Ocean Sands, Phase III, Sections H, I and J as described and delineated on plats recorded in the Currituck County Registry in Map Book 5, pages 14, 15 and 16, which Amended Declarations were recorded in Book 124, at page 516 in the office of the Register of Deeds of Currituck County; and,

WHEREAS, Coastland Corporation is the owner of record of a majority of the lots as specified in paragraph I, subparagraph 8 of the Amended Declarations of Restrictive Covenants recorded in Book 124, page 516, Currituck County Registry and desires to modify the said Amended Declarations of Restrictive Covenants recorded in Book 124, page 516.

NOW, THEREFORE, Coastland Corporation, Owner of the property situated in Poplar Branch Township, Currituck County, North Carolina, known as the "Ocean Sands Subdivision," and with particular reference to the lots as described and delineated in

WARD, TUCKER WARD & SMITH, P.A. ATTORNEYS AT LAW 310 CRAVEN ST. NEW BERN, N. C. 28560

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Section H on the plats entitled "Resubdivision of Ocean Sands, Phase III, Sections H, I and J," which plats are recorded in the Currituck County Registry in Map Book 5, pages 14, 15 and 16, and prior to the recording of any deeds to any of the lots in Section H, does hereby amend the Amended Restrictive Covenants contained in a document entitled "Confirmation of Withdrawal, Amendment and Declaration of Restrictions" recorded in Book 124, at page 516 of the Currituck County Registry as follows:

A. Paragraph II, subparagraph 10 of said Confirmation of Withdrawal, Amendment and Declaration of Restrictions as recorded on page 522 in Book 124 of the Currituck County Registry with regard to the lots in Section H only is modified and rewritten in full as follows, which paragraph is substituted in lieu of the present subparagraph 10:

"10. Size and Construction

Any single family residence erected on any lot shall have a 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."

B. All of the other terms and conditions of the said Confirmation of Withdrawal, Amendment and Declaration of Restrictions recorded in Book 124, at page 516 are ratified and confirmed.

IN TESTIMONY WHEREOF, Coastland Corporation has caused this instrument to be executed in its corporate name by its President, attested by its Secretary and its corporate seal to

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be hereto affixed, all by authority duly given to said officers, the day and year first above written.

COASTLAND CORPORATION

By: _____ President

ATTEST: _____ Secretary

NORTH ~~CAROLINA~~ Virginia

~~COUNTY OF CURRITUCK~~ City of Virginia Beach

I, Donna K. Puttard, a Notary Public in and for said County and State, do hereby certify that on the 11th day of June, 1975, before me personally appeared James E. Johnson with whom I am personally acquainted, who, being by me duly sworn, says that he is President and that Gary D. Cowan is Secretary of COASTLAND CORPORATION, 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 11th day of June, 1975.

Donna K. Puttard
Notary Public

My Commission expires:
My Commission Expires January 21, 1977

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STATE OF NORTH CAROLINA

COUNTY OF CURRITUCK

The foregoing certificate of Donna K. Pittard, a Notary Public of ~~Currituck County~~ Va. Beach, State of ~~North Carolina~~ Va. is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Currituck County, North Carolina, in Book 132, Page 1.

This 12 day of June, 1975, at 1:50 o'clock P.M.

A. D. Taylor Jr.
Register of Deeds

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NORTH CAROLINA

CURRITUCK COUNTY

CONFIRMATION OF WITHDRAWAL, AMENDMENT AND DECLARATION OF RESTRICTIONS

THIS CONFIRMATION OF WITHDRAWAL, AMENDMENT AND DECLARATION OF RESTRICTIONS, made and entered into this the 9th day of June, 1975, by and between COASTLAND CORPORATION, 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;

W I T N E S S E T H :

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 seq in the office of the Register of Deeds of Currituck County; and,

WHEREAS by action of the Currituck County Board of Commissioners, all of said subdivision plats with the exception of Sections 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, Coastland Corporation desires to confirm the withdrawal of the original subdivision plats and the Amendment and Declaration of Restrictive Covenants as they

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pertain to Amended Sections L and N, Phase IV, as those sections are described and delineated on the plats recorded in Map Book 6, at Pages 6 and 7.

NOW, THEREFORE, Coastland Corporation, 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, Sections L and N, 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 L and N as described and delineated on plats recorded in the Currituck County Registry in Map Book 6, pages 6 and 7. Coastland Corporation 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 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

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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

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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 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

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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:

Section	Lot No.
L (Amended)	81 through 134, Plat Book 6, Pages 6 and 7
N (Amended)	171 through 223, Plat Book 6, Pages 6 and 7

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 1,200 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 9th day of June, 1975.

COASTLAND CORPORATION

By: _____
President

ATTEST:

_____
Secretary

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STATE OF VIRGINIA

CITY OF VIRGINIA BEACH

I, Donna K. Pittard, a Notary Public in and for said City and State, do hereby certify that on the 9th day of June, 1975, before me personally came James E. Johnson, with whom I am personally acquainted, who, being by me duly sworn, says that he is President and that Gary J. Cowan is Secretary of COASTLAND CORPORATION, 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 9th day of June, 1975.

Donna K. Pittard
Notary Public

My commission expires:

STATE OF NORTH CAROLINA

COUNTY OF CURRITUCK

The foregoing certificate of Donna K. Pittard, a Notary Public of the City of Virginia Beach, State of Virginia, is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Currituck County, North Carolina in Book 132, Page 5.

This 12 day of June, 1975, at 1:50 o'clock P.M.

A. D. Taylor, Jr.
Register of Deeds

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Confirmation of Withdrawal, Amendment & Declaration of Restrictions) Book 155 pg. 48 Book 156 pg. 715.

NORTH CAROLINA
CURRITUCK COUNTY

CONFIRMATION OF WITHDRAWAL, AMENDMENT AND DECLARATION OF RESTRICTIONS

THIS CONFIRMATION OF WITHDRAWAL, AMENDMENT AND DECLARATION OF RESTRICTIONS, made and entered into this the 11 day of March, 1974, by and between COASTLAND CORPORATION, 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;

W I T N E S S E T H :

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 seq in the office of the Register of Deeds of Currituck County; and,

WHEREAS, by action of the Currituck County Board of Commissioners, all of said subdivision plats with the exception of Sections 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, in the office of the Register of Deeds of Currituck County; and,

WHEREAS, Coastland Corporation desires to confirm the withdrawal of the original subdivision plats and the Amendment and Declaration of Restrictive Covenants as they

THIS INSTRUMENT WAS DRAWN BY WARD, TUCKER, WARD & SMITH, P.A. 310 BROAD ST. NEW BERN, N. C.

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pertain to Amended Sections H, I and J, Phase III, as those sections are described and delineated on the plats recorded in Map Book 5, at Pages 14, 15 and 16.

NOW, THEREFORE, Coastland Corporation, 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 III, Sections H, I, and J, as described and delineated on "Amended Plat of Section O, Part of Sections H, I, J, P, and N, of Ocean Sands Subdivision" herein referred to as Phase III, Sections H, I, and J as described and delineated on plats recorded in the Currituck County Registry in Map Book 5, pages 14, 15, and 16. Coastland Corporation 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 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;

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(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.

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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

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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

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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:

Section	Lot Nos.
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

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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 permissable, 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 a 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 22 day of MARCH, 1974.

COASTLAND CORPORATION

By: _____
President

ATTEST:

_____
Secretary

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STATE OF VIRGINIA

CITY OF VIRGINIA BEACH

I, C. L. Swartz, a Notary Public in and for said City and State, do hereby certify that on the 22 day of March, 1974, before me personally came James E. Johnson, with whom I am personally acquainted, who, being by me duly sworn, says that he is President and that Mary B. Cowan is Secretary of COASTLAND CORPORATION, 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 22nd day of March, 1974.

C. L. Swartz
Notary Public

My Commission expires:
My Commission Expires April 17, 1977

STATE OF NORTH CAROLINA

COUNTY OF CURRITUCK

The foregoing certificate of C. L. Swartz, a Notary Public of the City of Virginia Beach, State of Virginia, is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office

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BOOK 124 PAGE 524

of the Register of Deeds of Currituck County, North Carolina,
in Book 124, Page 516.
This 26 day of March, 1974,
at 1:30 o'clock P. M.

A. D. Taylor, Jr.
Register of Deeds

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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,

Confirmation of withdrawal, Amendment & Limitation of Restrictions Book 153, pg. 40 156, pg. 715 Currituck Co. NC Doc ID: 005181288

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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. 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

LCHOY, WELLS, SHAW, HUDGINS & RILEY
INCORPORATED
ELIZABETH CITY, N. C.

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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.

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

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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: _____
President

ATTEST: _____
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.

_____
Notary Public

My comm. expires: February 29, 1976

NORTH CAROLINA

CURRITUCK COUNTY

The foregoing or annexed certificate of Laura S. Pruitt, a Notary Public for Va. Beach County, State of Va., is certified to be correct.

This 19 day of July, 1972.

_____
Register of Deeds

Filed for registration on the 19 day of July 1972 at 11:50 o'clock A. M.

A. D. Taylor, Jr.
Register of Deeds

By _____
Deputy

LEWIS, WELLS, SHAW, HORNTHAL & RILEY
ATTORNEYS AT LAW
ELIZABETH CITY, N. C.

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BOOK 1174 PAGE 0528

Prepared by and return to:

Samuel W. Johnson
Poyner Spruill LLP
P. O. Box 353
Rocky Mount, NC 27802-0353

Doc ID: 002353370004 Type: CRP
Recorded: 10/11/2011 at 12:10:34 PM
Fee Amt: $26.00 Page 1 of 4
Currituck County, NC
Charlene Y Dowdy Register of Deeds
BK 1174 PG 528-531

(27)

NORTH CAROLINA

CURRITUCK COUNTY **DECLARATION OF RESTRICTIONS**

THIS DECLARATION OF RESTRICTIONS (the "Declaration"), made and entered into this as of the 27th day of September, 2010, by and between **COASTLAND CORPORATION** ("Coastland"), a Nevada corporation (successor by mergers to Coastland Corporation, a North Carolina corporation) with an office in Currituck County, North Carolina and **OCEAN SANDS PROPERTY OWNERS ASSOCIATION, INC.** ("Ocean Sands POA"), a North Carolina nonprofit corporation with an office in Currituck County, North Carolina, referred to herein collectively as "Declarant", for and in favor of **THE CURRITUCK ASSOCIATES – RESIDENTAL PARTNERSHIP** ("Residential"), a North Carolina general partnership, **CURRITUCK CLUB PROPERTY OWNERS ASSOCIATION, INC.** ("Currituck POA"), a North Carolina non-profit corporation, and the other beneficiaries named herein, referred to herein collectively as "Beneficiary". The designation of Declarant and Beneficiary as used herein shall include said parties, their successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by the context.

WITNESSETH:

WHEREAS, Residential is the developer of a residential golf community known as "The Currituck Club" located along Currituck Sound west of N.C. Highway No. 12 in Currituck County, North Carolina ("The Currituck Club");

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