Unofficial Document

Prepared by and return to:
E. Crouse Gray, Jr., Gray & Lloyd, L.L.P.
3120 N. Croatan Hwy., Ste. 101
Kill Devil Hills, NC 27948

BOOK 376 PAGE 559

Filed for registration on the 14 day of February 1996 at 3:10 o'clock P M.

Register of Deeds

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS made and entered into this the 14th day of February, 1996, by Coastland Development Company, L.L.C., hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Coastland Development Company, L.L.C. is the developer of that certain tract of land located in Poplar Branch Township, Currituck County, North Carolina, known as Phase IIA Ocean Sands, and shown on a certain map or plat thereof entitled "Plat of Ocean Sands", PUD, Section "O", Phase IIA, Poplar Branch Township, Currituck County, North Carolina (Final Subdivision Plat)" by Coastal Engineering & Surveying, Inc. dated the 16th day of January, 1996 and recorded in Plat Cabinet E, Slide(s) 398 and 399, in the Office of the Register of Deeds, Currituck County, North Carolina, having acquired the tract or parcel of land from Coastland Corporation who had previously subjected the tract or parcel of land to a Declaration of Restrictive Covenants as recorded in Deed Book 333, Page 109, Currituck County Public Registry; and

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

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

If any person subsequently acquiring title to or possession of any lot or lots within said subdivision, or his or her heirs or assigns, shall violate any of the restrictions hereinafter set out, it shall be lawful for any person owning real property situated in said subdivision to institute

GRAY & LLOYD L.L.P.
ATTORNEYS AT LAW
The Executive Center
3120 N. Croatan Hwy.
Suite 101
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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 provision, which shall remain in full force and effect.

It is the intent of this document to incorporate herein by reference all of those covenants and conditions as contained in Restrictive Covenants for Section "O", Ocean Sands Subdivision as recorded in Book 333, Page 109, Currituck County Registry, as if each and every one is set forth herein. Developer as denominated in this document having acquired title to the tract of land which was a portion of the original Section "O" development from Coastland Corporation..

IN WITNESS WHEREOF, Coastland Development Company, L.L.C., the Developer has caused this instrument to be signed by its Manager as the act and deed of Coastland Development Company, L.L.C.

COASTLAND DEVELOPMENT COMPANY, L.L.C.

By: _____ (SEAL)
JAMES E. JOHNSON, JR., MANAGER

STATE OF: Virginia
~~COUNTY~~ CITY OF: Va Beach

I, Jeri Ann Raulling a Notary Public of said County and State due hereby certify that James E. Johnson, Jr., Manager of Coastland Development, L.L.C. personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

Witness my official hand and seal, this the 9th day of February, 1996.

Jeri Ann Raulling
Notary Public

(SEAL/STAMP)

My Commission expires: May 31, 1998

CURRITUCK COUNTY
NORTH CAROLINA

The foregoing certificate of Jeri Ann Raulling, Notary of Commonwealth of Virginia is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Darlene M. Dunlap REGISTER OF DEEDS FOR CURRITUCK COUNTY

By: Jacqueline R. Nash Deputy/~~Assistant~~ Register of Deeds

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Prepared by and Return to:
E. Crouse Gray, Jr., Esq.
Kellogg, White, Evans & Gray
3120 N. Croatan Hwy., Ste. 101
Kill Devil Hills, NC 27948
Our File No. 5628-001

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NORTH CAROLINA
CURRITUCK COUNTY

THIS AMENDED AND RESTATED INSTRUMENT OF REVOCATION OF DEDICATION AND DECLARATION OF WITHDRAWAL made this the 13th day of February, 1995, by COASTLAND CORPORATION (hereinafter "Coastland");

WITNESSETH:

THAT WHEREAS, Coastland Corporation is the developer of Ocean Sands, Section C, Currituck County, North Carolina, which map or plat thereof dated March 20, 1972, is on file in the office of the Register of Deeds of Currituck County in Map Book 4, Page 9; and

WHEREAS, Coastland Corporation offered for dedication certain roads as shown and delineated on said plat to the public for the use as subdivision streets; and

WHEREAS, a street shown and delineated on said plat bounded on the East by Ocean Trail, on the North by Lot 195, on the South by Lot 194 and on the West by property now or formerly owned by the Currituck Shooting Club and more particularly described below has not been actually opened and used by the public within 15 years from and after the dedication of said street by the recordation of the map or plat recorded in Map Book 4, page 9, and by reason thereof, is now conclusively presumed to have been abandoned by the public for the purposes for which said street had been dedicated; and

WHEREAS, Coastland Corporation, as the developer of said subdivision and the owner of the fee title upon which the street was dedicated, revoked the dedication of the street herein described for the use by the public as a street and Coastland Corporation did conclusively withdraw said land from the dedication thereof made on or about March 20, 1972 on the ground that said street had not actually opened and used by the public within 15 years of the date of dedication of said street and property by document recorded in Deed Book 295, page 161, Currituck County Public Registry; and

WHEREAS, Coastland Corporation is desirous of setting forth with greater certainty and particularity, the description of the street which has been withdrawn and the revocation thereof.

NOW, THEREFORE, pursuant to General Statute 136-96, Coastland does hereby reconfirm and restate the revocation of dedication of the street herein described for the use by the public as a street, and Coastland does hereby conclusively reaffirm and does hereby withdraw said land from the dedication thereof made on or about March 20, 1972, on the ground that said street has not actually been opened and used by the public within 15 years of the date of dedication of said street, said street and property being described as follows:

> Beginning at a certain point, said point being the southwest corner of Lot 195, Section C, Ocean Sands Subdivision, as shown on Map or Plat of Ocean Sands, Section C, as recorded in Map Book 4, Page 9, Currituck County Public Registry, said beginning point further being located North 00° 42' 00" East 60.00 feet from a point, said point being northwest corner of Lot 194, Section C, Ocean Sands Subdivision, said beginning point further being on the eastern property line of that lot or parcel of land now or formerly owned by Currituck Shooting Club; from said beginning point along the southern lot line of Lot 195, Section C, Ocean Sands Subdivision, South 89° 18' 00" East 235.00 feet to a point; thence turning and running South 00° 42' 00" West 60.00 feet to point, said point being located on the northern property line of Lot 194, Section C, Ocean Sands Subdivision; thence turning and running along the northern property line of Lot 194, Section C, Ocean Sands Subdivision, North 89° 18' 00" West 235.00 feet to a point, said point being located on the eastern property line of that lot or parcel of land now or formerly owned by Currituck Shooting Club; thence turning and running along the eastern property line of that lot or parcel of land now or formerly owned by Currituck Shooting Club, North 00° 42' 00" East 60.00 feet to the point of place beginning.
>
> Said street being an extension of Sand Hill Lane, as the same extends westerly from Ocean Trail.

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IN WITNESS WHEREOF, Coastland Corporation has caused this Amended and Restated Instrument of Revocation of Dedication and Declaration of Withdrawal be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

COASTLAND CORPORATION

[CORPORATE SEAL]

By: _____
President

ATTEST:

Jeri A. Railing
Secretary

STATE OF VIRGINIA
CITY/~~COUNTY~~ OF VIRGINIA BEACH

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

WITNESS my hand and office seal, this 13TH day of FEBRUARY, ~~1995~~ 1995

[NOTARIAL SEAL]

Lucy Olheiser
Notary Public
My Commission Expires: July 31, 1998

NORTH CAROLINA
CURRITUCK COUNTY

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

Charlene G. Dawley
Register of Deeds

Nancy C. Bray
~~Deputy~~/Assistant Register of Deeds

Filed for registration on the
13 day of February 1995
at 4:05 o'clock P. M.
Charlene G. Dawley
Register of Deeds

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THIS INSTRUMENT OF REVOCATION OF DEDICATION AND DECLARATION OF WITHDRAW made this the 29th day of June, 1994, by COASTLAND CORPORATION (hereinafter referred to as "Coastland");

W I T N E S S E T H :

WHEREAS, Coastland Corporation is the developer of Ocean Sands, a subdivision located in Currituck County, North Carolina; and

WHEREAS, as Developer of Ocean Sands Subdivision, Coastland Corporation has recorded various maps or plats, said maps or plats including, but not limiting thereto the following:

Map Book 4, Pages 6, 7, 8, 12, 13, 14, 15, 16, 17, 21, 22, 23, 24, 25, 26, 42, 63, 64, 65, 66, 73, 74 & 75;

Map Book 5, Pages 14, 15, & 16;

Map Book 6, Pages 7, 21, 22, 23, 24, 25, 26, 53, 54, 55, 56, 57 & 58;

Plat Cabinet A, Slides 169 & 328

Plat Cabinet D, Slides 136, 137 & 138

Plat Cabinet E, Slides 154 & 155; and

WHEREAS, various of these plats show Ocean Trail to be a 100 foot right of way; and

WHEREAS, only a portion of the 100 foot right of way was ever actually opened and used by the public as a road; and

WHEREAS, The North Carolina Department of Transportation by a series of Consent Judgments filed in Book 230, Page 522, Book 230, Page 532, Book 230, Page 540, Book 230, Page 548, Book 230, Page 554 and Book 230, Page 560, Currituck County Public Registry, condemned an approximate 60 foot wide right of way for Ocean Trail, a portion of said condemned sixty foot right of way being within the area of the 100 foot right of way previously delineated on the maps or plats of Ocean Sands, as set forth above; and

WHEREAS, that portion of the 100 foot right of way of Ocean Trail as delineated on the aforereferenced maps or plats set forth above, which are not included within the approximate 60 foot wide right of way as taken by the North Carolina Department of Transportation pursuant to the Consent Judgments as recorded in Book 230, Page 522, Book 230, Page 532, Book 230, Page 540, Book 230, Page 548, Book 230, Page 554 and Book 230, Page 560, Currituck County Registry, has never been actually opened and used by the public within fifteen years from and after the dedication of said street and by the reason thereof is now conclusively presumed to be abandoned by the public for the purposes for which said street had been dedicated; and

WHEREAS, Coastland as the Developer of said subdivision and owner of the fee title upon which the street was dedicated now desires to conclusively revoke said dedication and withdraw that portion of the 100 foot right of way of Ocean Trail which is not included within the 60 foot right of way which was taken by the North Carolina Department of Transportation by Consent Judgments recorded in Book 230, Page 522, Book 230, Page 532, Book 230, Page 540, Book 230, Page 548, Book 230, Page 554 and Book 230, Page 560, Currituck County Registry, from any use by the public for any purpose, including the purpose of access, ingress and egress or any other purpose for which said easement may be lawfully used;

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NOW, THEREFORE, pursuant to General Statute 136-96, Coastland does hereby revoke the dedication of that portion of the easement described below for the use by the public as a street or easement and Coastland does hereby conclusively withdraw the below described land from the dedication thereof made by the recording of any of the Maps or Plats as referenced above on the grounds that the lands being withdrawn have never actually been opened and used by the public within fifteen years of the date of dedication of said easement. said property being withdrawn being more particularly described as follows:

All of the 100 foot right of way of Ocean Trail as delineated on any of the Maps or Plats as set forth above, but excluding that portion of the right of way which has been taken by the North Carolina Department of Transportation by any portion of the Consent Judgments recorded in Book 230, Page 522, Book 230, Page 532, Book 230, Page 540, Book 230, Page 548, Book 230, Page 554 and Book 230, Page 560 Currituck County Registry.

There is further excluded from this Revocation of Dedication an extension of the following streets from their present terminus as they abut the 100 foot right of way as delineated on the aforereferenced maps or plats of Ocean Sands, said excluded area being a 60 foot right of way area between parallel lines as extensions of the North and South edge of the right of way of the following streets extending from the Eastern edge of the 100 foot right of way extending in a Westerly direction to the Eastern edge of the 60 foot right of way of Ocean Trail as condemned by the North Carolina Department of Transportation, said excluded lands being an extension of the following streets or roads: Ocean Way, Seashell Lane, Sandhill Lane, Marlin Way, Schooner Ridge, Sandfiddler Trail, Seabird Way, Driftwood Way and Crownpoint Circle.

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

COASTLAND CORPORATION

BY: _____ (SEAL)
President/Vice-President

(CORPORATE SEAL)

ATTESTED BY:

_____ (SEAL)
Secretary/Assistant Secretary

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STATE OF ~~NORTH CAROLINA~~ VIRGINIA
~~COUNTY OF DARE~~ CITY OF VIRGINIA BEACH

I, LUCY OLHEISER, a Notary Public of the County and State aforesaid, certify that JERI RATLING, personally appeared before me this day and acknowledged that She is ASSISTANT Secretary of COASTLAND CORPORATION, A NORTH CAROLINA Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by its ASSISTANT Secretary.

Witness my hand and official stamp or seal this the 29TH day of JUNE, 1994.

Lucy Olheiser
NOTARY PUBLIC

MY COMMISSION EXPIRES: July 31, 1998

NORTH CAROLINA
COUNTY OF ~~DARE~~ CURRITUCK

The foregoing certificate(s) of Lucy Olheiser Notary Public Commonwealth of Virginia is/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.

Charlene G. Dowdy
Register of Deeds

Nancy C. Gray
Assistant Register of Deeds

Filed for registration on the
5 day of July 1994
at 1:20 o'clock P. M.
Charlene G. Dowdy
Register of Deeds

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File: 5628-001 (tbg)

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

BOOK 333 PAGE 109

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R/C
376/559
382/19

NORTH CAROLINA

CURRITUCK COUNTY

SECTION "O"
OCEAN SANDS SUBDIVISION

RESTRICTIVE COVENANTS

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

W I T N E S S E T H :

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

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

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

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

ARTICLE I

USE RESTRICTIONS AND COVENANTS

1. Property Owners' Association.

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

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

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

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

(1) Annual assessments or charges

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

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

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

2. Ocean Lake Swim and Tennis Club, Inc.

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

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

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

(1) Annual assessments or charges

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time

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

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

3. Architectural Control Committee.

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

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

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

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

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

5. Water and Sewage.

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

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

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

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

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

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

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

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

ARTICLE II

RESTRICTIONS ON SINGLE FAMILY DWELLINGS

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

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

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

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

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

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

[CORPORATE SEAL]

COASTLAND CORPORATION

By: _____
James E. Johnson, Jr.
President

ATTEST:

_____
(Assistant) Secretary
LUCY ALDUHEFER

COMMONWEALTH OF VIRGINIA BOOK 333 PAGE 119

COUNTY (CITY) OF Virginia Beach

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

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

Melinda R. Sykes
Notary Public

My Commission Expires:
4-30-95

NORTH CAROLINA
CURRITUCK COUNTY

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

Charlene G. Dowdy
Register of Deeds

By: Pamela B. Russell
Deputy/~~Assistant~~
Register of Deeds

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

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NORTH CAROLINA BOOK 320 PAGE 910

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CURRITUCK COUNTY

THIS INSTRUMENT OF REVOCATION OF DEDICATION AND DECLARATION OF WITHDRAWAL made this the 25th day of June, 1993, by COASTLAND CORPORATION (hereinafter "Coastland");

W I T N E S S E T H :

THAT WHEREAS, Coastland Corporation is the developer of Ocean Sands Subdivision, as located in Currituck County, North Carolina, and in particular Ocean Sands, Parcel 1, as shown on a map or plat recorded in Map Book 4, Page 6 and Ocean Sands, Section A, as on a map or plat recorded in Map Book 4, Page 7, Currituck County Public Registry; and

WHEREAS, Coastland Corporation offered for dedication to Currituck County a certain twenty foot access strip as shown and delineated on said plats; and

WHEREAS, the dedication of the twenty foot access strip as shown on the aforereferenced maps or plats has not been actually accepted and said strip has not been actually opened and used by the public within fifteen (15) years from and after the dedication of said strip by the recordation of the map or plat recorded in Map Book 4, Page 6 and Map Book 4, Page 7, and by reason thereof, is now conclusively presumed to have been abandoned by the public for the purposes for which said strip had been dedicated; and

WHEREAS, Coastland Corporation is the developer of said subdivision and the owner of the fee title to the twenty foot access strip.

NOW, THEREFORE, pursuant to General Statute 136-96, Coastland does hereby revoke the dedication of the twenty foot access strip herein described for the use by the public as an access strip or street, and Coastland does hereby conclusively withdraw said land from the dedication thereof made on or about March 20, 1972 on the ground that said strip or street has not actually been opened and used by the public within fifteen years of the date of dedication of said street or strip, and the dedication has not been accepted by the appropriate governmental body, said strip or street or property being described as follows:

PARCEL I

Beginning at a point, said point being the southwest corner of Lot 57, Section A, Ocean Sands as shown on a map or plat recorded in Map Book 4, Page 7, said beginning point further being on the eastern most property line of that lot or parcel of land now or formerly owned by the Currituck Shooting Club; from said beginning point along the southern property line of Lot 57, Section A, Ocean Sands Subdivision north 80° 11' 00" east 214.19 feet to a point, said point being located on the western edge of the 100 foot right-of-way of Ocean Trail; thence turning and running along the western edge of the 100 foot right-of-way of Ocean Trail south 9° 49' 00" east 20.0 feet to a point; thence turning and running south 80° 11' 00" west 213.52 feet to a point, said point being located on the eastern property line of that lot or parcel of land now or formerly owned by Currituck Shooting Club; thence turning and running along the eastern property line of that lot or parcel of land now or formerly owned by Currituck Shooting Club north 11° 43' 00" west 20.01 feet to the point and place of beginning.

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PARCEL II

Beginning at a certain point, said point being the southwest corner of Lot 1, Section A, Ocean Sands Subdivision as recorded in Map Book 4, Page 7, said beginning point further being located on the eastern edge of the 100 foot right-of-way of Ocean Trail; from said beginning point along the eastern edge of the 100 foot right-of-way of Ocean Trial south 9° 49' 00" east 20.0 feet to a point; thence turning and running north 80° 11' 00" east 1501.89 feet to a point, Thence turning and running north 09° 49' 00" west 20.0 feet to a point, said point being the southeast corner of Lot 15, Section A, Ocean Sands Subdivision; thence turning and running along the southern lot lines of Section A, Ocean Sands Subdivision south 80° 11' 00" west to a point being the point and place of beginning.

IN WITNESS WHEREOF, Coastland corporation has caused this instrument of revocation of dedication and declaration of withdrawal to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

COASTLAND CORPORATION

[CORPORATE SEAL]

BY: ~~ALBERT S. KILLINGSWORTH~~
~~(Vice) President~~
JAMES E. JOHNSON, JR.
(President)

ATTEST:
Catherine E. Owens
(Assistant Secretary)

STATE OF VIRGINIA
CITY/~~COUNTY OF~~ VA. BEACH

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

WITNESS my hand and official seal, this 25th day of June, 1993.

Anita N. Bazineau
Notary Public

My Commission Expires:

3-31-94

NORTH CAROLINA
~~DARE~~ COUNTY
Currituck

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

Filed for registration on the
8 day of July 1993
at 2:55 o'clock P.M.
Andrew J. Dowdy
Register of Deeds

Andrew J. Dowdy
Ex-Officio Register of Deeds

BY: _____
Deputy/Assistant
Register of Deeds

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Prepared By: Albert S. Killingsworth, Jr.
1112 Laskin Road
Virginia Beach, Va. 23451

NORTH CAROLINA

CURRITUCK COUNTY

BOOK 242 PAGE 833

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DECLARATION OF RESTRICTIVE COVENANTS

COASTLAND CORPORATION, owner of the property situated in Poplar Branch Township, Currituck County, North Carolina, known as Ocean Sands, hereby declares that the limitations and retrictions set forth herein shall be binding upon Section M as described and delineated on plat recorded in the Currituck County Registry in Plat Book 6, page 22. Coastland Corporation 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.

I. Uniform General Requirements

1. Property Owners' Association

a. Owner has caused to be incorporated under the laws of the State of North Carolina, 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 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 if 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 os collection thereof shall also be the obligation of the person who was the owner of such property at the time when the assessment fell due. Specifically the assessments would

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be used to maintain all of the roads and streets within the subdivision to the North Carolina State Secondary Road specifications to which they were built. In addition, open space and the recreation area, including the picnic area and bathroom facilities will be maintained and repaired, and funding will provide for a security guard roving patrol as directed by the Board of Directors of the Property Owners' Association. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the subdivision and in particular for the improvement and maintenance of property, services, and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the forms and structures situated upon the property.

d. Basis and amount of annual assessments. The annual assessments shall be $150 per lot designated as a single family dwelling lot. The Property Owners' Association will have the right to increase or decrease the annual assessment to reflect the actual cost for providing maintenance and other services. In addition, special assessments shall be governed by the Association By-Laws, which shall initially require the affirmative vote of two-thirds of all voting members. Annual dues, in addition to the aforementioned annual and special assessments, may be established and revised from time to time at the discretion of the Board of Directors of said Property Owners' Association.

2. Architectural Control Committee

a. No buildings, fence, sidewalk, wall, drive or other structure shall be erected, placed, or altered on any lot until the proposed building plans, specifications, exterior, lot plan (showing the proposed location of such buildings or structures, 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 or external design, location in relation to surrounding structure, and topography, which, in its sole and controlled discretion, the Committee shall deem sufficient.

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

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privies shall be permitted. Outside garbage and trash accumulations shall be emptied regularly and all service utilities, fuel tanks, wood piles, and trash and garbage accumulations, etc. are to be enclosed within a wall or fence of a size and type approved by the Committee or, if deemed necessary by the Committee, such receptacle shall be placed underground, so as to preclude same from causing an unsightly view. No animals, livestock or poultry of any kind, other than household pets, shall be kept or maintained on any lot. No junk, wrecks or inoperative automobiles, trucks, bus or boat shall be permitted to remain on the property nor shall other unsightly material be stored thereon. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner and prevent the accumulation of rubbish and debris upon the premises. If, upon written notice, a lot or unit owner has not removed any trash, rubbish, weeds, or debris within 30 days from receipt of said notice, the Owner, or agents of the Owner, or the Association, may enter upon a lot or unit thereof, to remove said trash, rubbish, weeds, or debris that has collected on such lot or unit thereof, to remove said trash, rubbish, weeds, or debris that has collected on such lot or unit thereof, without such entrance being deemed as a trespass, all at the expense of the lot or unit owner responsible therefore. This provision shall not be construed as an obligation on the part of the 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 the Ocean Sands Water-Sewer District which is administered by 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

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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 confirm 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 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 the date hereof and shall be extended for successive periods of ten (10) years thereafter.

9. Signs

No commercial signs (including "for rent," "for sale," and other similar signs) or property indentification 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

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to avert serious hardship to the property owner. If upon written notice an unauthorized sign is not removed in seven (7) days the owner reserves the right to go upon the property and remove the sign.

II. Restrictions on Single-family Dwellings

10. 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.

11. Size and Construction

Any single family residence erected on any lot shall have minimum floor living area of 1,400 square feet. 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 35 feet in height, but subject always to the approval of the Architectural Control Committee.

12. Setback Restrictions

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

13. Pedestrian Access Easements

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

14. Sales

a. In the event any original or subsequent purchaser desires to sell property (including improvements, if any) within Ocean Sands Subdivision, then said purchaser shall, if Coastland Corporation or assigns so elects, in consideration of the benefit to the purchaser of expenditures by the Coastland Corporation or assigns in advertising and public relations, appoint Coastland Corporation or assigns as the exclusive sales agent for the purchaser, at price and terms set by the purchaser, for a period of six (6) months (said six (6) month period to begin anew, at the election of Coastland Corporation or assigns, for a like period each time the purchaser changes the price or terms at which the property (including improvements, if any), is offered, whether or not such change is made during the initial twelve month period or subsequently). Upon sale by Coastland Corporation or assigns, the owner shall pay Coastland Corporation or assigns a real estate commission of 10% on unimproved property and 6% on improved property or at the election of Coastland Corporation a lower rate that is necessary to be competitive with other licensed real estate companies. For this provision to be applicable, Coastland Corporation or assigns must have an active sales organization on site pursuing clients for re-sale properties.

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IN WITNESS WHEREOF, Coastland Corporation has caused this instrument to be executed by its appropriate officers by authority of its Board of Directors, this 3rd day of June, 1988.

COASTLAND CORPORATION

ATTEST: Albert S. Billingsworth, JR

By James E. Johnson, Jr.
James E. Johnson, Jr.
President

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH

I, Anita N. Barrineau, a Notary Public in and for the City and State aforesaid, do hereby certify that on the 3rd day of June, 1988, before me personally came James E. Johnson, Jr., President, with whom I am personally acquainted, who, being by me duly sworn, says that he is President and that Albert S. Billingsworth, JR is Secretary of Coastland Corporation, the corporation described in and which executed 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 3rd day of June, 1988.

Anita N. Barrineau
Notary Public

My Commission expires: 4-14-1990

STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

The foregoing certificate of Anita N. Barrineau, 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 242, Page 833.

This 16 day of June, 1988 at 10:35 AM o'clock A M.

Marlene H. Dowdy
Register of Deeds

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NORTH CAROLINA

CURRITUCK COUNTY

AMENDMENT TO DECLARATION OF RESTRICTIONS

Amendment to the Declaration of Restrictive Covenants concerning Re-Subdivided Sections P and Q, Phase IV, as those sections are described and delineated on the plats recorded in Map Cabinet A at Slide 328 in the Currituck County Registry, by Ocean Sands, Inc., Declarant, and Ralph A. Picard and wife, Susan Picard and Robert J. Watkins, Lot Owners;

W I T N E S S E T H :

THAT WHEREAS, Declarant previously filed a Confirmation of Withdrawal, Amendment and Declaration of Restrictions concerning Re-subdivided Sections P and Q, Phase IV of Ocean Sands Subdivision, dated May 10, 1982 and recorded in Book 181 at Page 198 in the Currituck Registry; and

WHEREAS, Declarant is the owner of all the lots within resubdivided Section Q, Phase IV of Ocean Sands Subdivision, except for Lot 62, Section Q (owned by Ralph A. Picard and wife, Susan Picard) and Lot 66, Section Q (owned by Robert J. Watkins), and Declarant and said Lot Owners desire to amend said Declaration as hereinafter set forth;

NOW, THEREFORE, the Declaration of Restrictive Covenants of record in Book 181 at Page 198 in the Currituck Registry is hereby amended as follows:

A. Item II entitled "Restrictions on Single-Family Dwellings," is hereby amended to read as follows:

In addition and supplemental to the Uniform General Restrictions, the following restrictions, covenants, easements, reservations, and requirements as set forth in paragraphs 10 through 12 below shall apply to and govern the following lots:

Section	Lot No.
P (Re-subdivided)	1 thru 43 - Plat Cabinet A, Slide 328
Q (Re-subdivided)	44 thru 82 - Plat Cabinet A, Slide 328

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10. 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 re-subdivided.

11. Size and Construction

Any single family resident erected on any lot shall have minimum floor living area of 1,200 square feet, but all lots fronting on the Atlantic Ocean shall have 1,400 square feet of liveable 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.

12. Setback Restrictions

No building shall be erected or maintained on any lot closer than twenty (20) feet from the front line, nor closer than ten (10) feet from the back lot line, nor six (6) feet from the side lot line. In addition to the requirements above, no building shall be erected or maintained closer than fifty (50) feet from the back lot line for those lots adjacent to the Atlantic Ocean identified as: Section P, lots 30 thru 37, inclusive; and Section Q, lots 62 thru 69, inclusive.

B. Item III entitled "Restrictions on Multiple Family Dwellings," including paragraphs 13, 14, 15, 16, 17 and 18, is hereby deleted and removed from said restrictive covenants.

C. Except as herein amended, the original Declaration of Record in Book 181 at Page 198 in the Currituck Registry shall remain in full force and effect and the covenants therein, as amended herein, shall run with the land and shall be binding on all persons, firms, partnerships, or other legal entities now owning or subsequently acquired title to or possession of any lot or lots within said Subdivision Sections P and Q, Phase IV as shown on plat recorded in Map Cabinet A at Slide 328 in the Currituck Registry.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its appropriate officers, all by authority of its Board of Directors, and Ralph A. Picard and wife, Susan Picard

Unofficial Document

and Robert J. Watkins have hereunto set their hands and seals, this the 18 day of May, 1986.

OCEAN SANDS, INC.

BY: _____
President

ATTEST:

Susan Hoffman
Secretary

_____ (SEAL)
Ralph A. Picard

_____ (SEAL)
Susan Picard

_____ (SEAL)
Robert J. Watkins

STATE OF Virginia

COUNTY OF Princess Anne

I, a Notary Public of the County and State aforesaid, certify that Susan Hoffman, personally came before me this day and acknowledged that she is Secretary of Ocean Sands, Inc., a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him (her) as its Secretary.

Witness my hand and official stamp or seal, this 18 day of May, 1986.

Notary Public

My commission expires: 4-14-1990

(NOTARY SEAL)

STATE OF Pennsylvania

COUNTY OF Montgomery

I, the undersigned Notary Public, do hereby certify that Ralph A. Picard and wife, Susan Picard, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 30 day of June, 1986.

Barbara A. Kelly
Notary Public

My commission expires:
May 30, 1988

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STATE OF Virginia

COUNTY OF Princess Anne

I, the undersigned Notary Public, do hereby certify that Robert J. Watkins, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 18th day of May, 1986.

Anita N. Barrineau
Notary Public

My commission expires:
2/14-1990

NORTH CAROLINA, CURRITUCK COUNTY

The foregoing certificate(s) of Anita N. Barrineau - Notary of Commonwealth of Va. & Barbara A. Kelly - Notary of Commonwealth of Pennsylvania is (are) certified to be correct. This instrument was presented for registration at 1:09 o'clock P.M., on Sept. 3 1986, and recorded in Book 217, Page 338

Harlene G. Dowdy
Register of Deeds

By Nancy C. Sanderlin
Deputy Register of Deeds

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Amend. R/C
BK. 217 pg. 338

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NORTH CAROLINA
CURRITUCK COUNTY

BOOK 181 PAGE 198

CONFIRMATION OF WITHDRAWAL, AMENDMENT AND DECLARATION OF RESTRICTIONS

THIS CONFIRMATION OF WITHDRAWAL, AMENDMENT AND DECLARATION OF RESTRICTIONS, made and entered into this 10th day of MAY, 1982, by and between OCEAN SANDS, INC., a North Carolina Corporation with its principal office and place of business in Virginia Beach, Virginia, party of the first part (hereinafter called "Owner"); and PROSPECTIVE PURCHASERS of lots in the hereinafter described portion of the Ocean Sands Subdivision, parties of the second part;

WITNESSETH:

WHEREAS, Coastland Corporation originally laid out certain sections of a subdivision known as Ocean Sands which subdivision sections were labeled alphabetically beginning with A and running through P and were recorded in Plat Book 4, at Page 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 the said subdivision plats with the exception of Section A, B and C were withdrawn from record by action on March 20, 1973 and with that withdrawal the withdrawal of the Declaration of Restrictions as they relate to Sections D, E, F, G, H, I and J as recorded in Book 117, at Page 511; and,

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

WHEREAS, Ocean Sands, Inc. desires to confirm the withdrawal of the original subdivision plats and the Amendment and Declaration of Restrictive Covenants as they pertain to Resubdivided Sections P and Q, Phase IV, as those sections are described and delineated on the plats recorded in Map Cab. A at Page 328.

NOW, THEREFORE, Ocean Sands, Inc., owner of the property situated in Poplar Branch Township, Currituck County, North Carolina, known as "Ocean Sands Subdivision," hereby declares that the limitations and restrictions set forth herein shall be binding upon Phase IV, Section P and Q 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 P and Q as described and delineated on plats recorded in the Currituck County Registry in Map Cab. A at Page 328. Ocean Sands, Inc. is hereafter designated as "Owner."

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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 Restricttions, 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 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 assesements, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof shall also be the obligation of the person who was the owner of such property at the time when the assessment fell due. Specifically the assessments would be used to maintain all of the roads and streets within the sub-division and the access road to the North Carolina State Secondary Road specifications to which they were built. In addition open space and the recreation area, including the picnic area and bathroom facilities would be maintained and repaired and funding will provide for security gate guards and roving patrol as directed by the Board of Directors of the Property Owners' Association along with the upkeep, maintenance, repair and utilities of the security buildings and gatehouse. 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. Architectrual Control Committee

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

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

3. Nuisances

No nuisance or offensive, noisy, or illegal activity shall be done, suffered, or permitted upon any lot; and no part of any lot shall be used or occupied injuriously to affect the use or value of the adjoining premises for residence purposes or the neighborhood wherein said premises are situated. No outdoor toilet facilities or privies shall be permitted. Outside garbage and trash accumulations shall be emptied regularly and all service utilities, fuel tanks, wood piles, and trash and garbage accumulations, etc. are to be enclosed within a wall or fence of a size and type approved by the Committee or, if deemed necessary by the Committee, such receptacle shall be placed underground, so as to preclude same from causing an unsightly view. No animals, livestock or poultry of any kind, other than household pets, shall be kept or maintained on any lot. No junk, wrecks or inoperative automobiles, trucks, bus or boat shall be permitted to remain on the property nor shall other unsightly material be stored thereon. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner and prevent the accumulation of rubbish and debris upon the premises. If, upon written notice, a lot or unit owner has not removed any trash, rubbish, weeds, or debris within 30 days from receipt of said notice, the Owner, or agents of the Owner, or the Association, may enter upon a lot or unit thereof, to remove said trash, rubbish, weeds, or debris that has collected on such lot or unit thereof, without such entrance being deemed as a trespass, all at the expense of the lot or unit owner responsible therefor. This provision shall not be construed as an obligation on the part of the Owner or the Association to provide garbage or trash removal services. The expense of such removal shall be a charge on the land, and shall be a continuing lien upon the property from which such items were removed, until paid in full.

4. Water and Sewage

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

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

5. Utility Easements

The Owner reserves unto itself, its successors and assigns, a perpetual, inalienable, and releasable easement over, upon, across, and under each lot for the erection, maintenance, installation, and use of electrical and telephone poles, wires, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, community television, telephone equipment, gas, sewer, water or other public convenience or utilities, and the Owner may further cut drain ways for surface water wherever and whenever such action may appear to the Owner to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, tanks and other equipment related to water and/or sewage distribution within the areas designated as open spaces on the aforesaid plat of record, or to locate same upon any adjacent lot. Such rights may be exercised by any licensee of the Owner, but this reservation shall not be considered an obligation of the Owner to provide or maintain any such utility or service. The Owner and/or its assigns further reserve the right to require the placement of utility conduits in such a manner as to conform with the overall

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development use; it being specifically understood that underground utilities may be required of a unit owner.

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 occuppied 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 the 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.

9. 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.

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 10 through 12 below shall apply to and govern the following lots:

Section	Lot No.
P (Re-subdivided)	1 thru 43 - Plat Book , Page
Q (Re-subdivided)	44 thru 49 - Plat Book , Page 62, 69 thru 76

10. 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.

11. Size and Construction

Any single family residence erected on any lot shall have minimum floor living area of 1,200 square feet, but all lots fronting on the Atlantic Ocean shall have 1,400 square feet of liveable 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.

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12. Setback Restrictions

Except as set forth below no building shall be erected or maintained on any lot closer than twenty (20) feet from the front lot line, nor closer than ten (10) feet from the back lot line, nor six (6) feet from the side lot line. In addition to the requirements above, no building shall be erected or maintained closer than fifty (50) feet from the back lot line for those lots adjacent to the Atlantic Ocean identified as: Section P, lots 30 thru 37, inclusive; and Section Q, lots 62 thru 69, inclusive.

III. Restrictions on Multiple Family Dwellings

In addition and supplemental to the Uniform General Restrictions, the following Restrictive Covenants, Easements, Reservations and Requirements as set forth in paragraphs 13 thru 18 below shall apply to the following lots:

Section	Units Per Acre	Lot No.
Q	25 units per acre only	50 thru 61, 63 thru 68 & 77 thru 82

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

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, and the clusters must be designed in increments of six (6) units to be located on at least two (2) adjoining lots.

14. Re-subdivision of Lots

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

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

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

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

d. Cluster - two or more dwellings.

15. Setback - Setoff

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

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16. Pedestrian Access Easements

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

17. Parking

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

18. Size

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

IN WITNESS WHEREOF, Coastland Corporation has caused this instrument to be executed by its appropriate officers by authority of its Board of Directors, this 10th day of May, 1982.

OCEAN SANDS, INC.

By James E. Johnson, Jr.

ATTEST: John T. Sherrill

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH

I, Kimberly J. Mohler, a Notary Public in and for the City and State aforesaid, do hereby certify that on the 10th day of May, 1982, before me personally came James E. Johnson, Jr., President, with whom I am personally acquainted, who, being by me duly sworn, says that he is President and that John T. Sherrill is Secretary of Ocean Sands, Inc., the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said President; that the said President and Secretary subscribed their names thereto and the said common seal was affixed, all by order of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 10th day of May, 1982.

Kimberly J. Mohler
Notary Public

My Commission expires: Jan. 4, 1986

STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

The foregoing certificate of Kimberly J. Mohler, a Notary Public of the City of Virginia Beach, State of Virginia, is certified to be correct. This instrument was present for registration this day and hour and duly recorded in the office of the Register of Deeds of Currituck County, North Carolina in Book 181, Page 198.

This 11 day of May, 1982 at 9:38 o'clock A.M.

Charlene J. Dowdy
REGISTER of DEEDS

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NORTH CAROLINA

CURRITUCK COUNTY

BOOK 156 PAGE 715

CONFIRMATION OF WITHDRAWAL, AMENDMENT AND DECLARATION OF RESTRICTIONS

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

WITNESSETH:

WHEREAS, Coastland Corporation originally laid out certain sections of a subdivision known as Ocean Sands which subdivision sections were labeled alphabetically beginning with A and running through P and were recorded in Plat Book 4, at Pages 7, 8, 9, 10, 12, 13, 14, 15, 16, 17 et 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 the said subdivision plats with the exception of Section A, B and C were withdrawn from record by action on March 20, 1973 and with that withdrawal of the withdrawal of the Declaration of Restrictions as they relate to Sections D, E, F, G, H, I and J as recorded in Book 117, at Page 511; and,

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

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

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

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

I. Uniform General Requirements

1. Property Owners' Association

a. Owner will incorporate or cause to be incorporated under the laws of the State of North Carolina, as a non-profit corporation, the Ocean Sands Property Owners' Association.

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

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

(1) Annual assessments or charges;

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof shall also be the obligation of the person who was the owner of such property at the time when the assessment fell due. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the subdivision and in particular for the improvement and maintenance of property, services, and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the forms and structures situated upon the property.

d. Basis and amount of annual assessments. The annual assessments shall be $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, trucks, bus or boat shall be permitted to remain on the property nor shall other unsightly material be stored thereon. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner and prevent the accumulation of rubbish and debris upon the premises. If, upon written notice, a lot or unit owner has not removed any trash, rubbish, weeds, or debris within 30 days from receipt of said notice, the Owner, or agents of the Owner, or the Association, may enter upon a lot or unit thereof, to remove said trash, rubbish, weeds, or debris that has collected on such lot or unit thereof, without such entrance being deemed as a trespass, all at the expense of the lot or unit owner responsible therefor. This provision shall not be construed as an obligation on the part of the Owner or the Association to provide garbage or trash removal services. The expense of such removal shall be a charge on the land, and shall be a continuing lien upon the property from which such items were removed, until paid in full.

4. Water and Sewage

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

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

5. Utility Easements

The Owner reserves unto itself, its successors and assigns, a perpetual, inalienable, and releasable easement over, upon, across, and under each lot for the erection, maintenance, installation, and use of electrical and telephone poles, wires, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, community television, telephone equipment, gas, sewer, water or other public convenience or utilities, and the Owner may further cut drain ways for surface water wherever and whenever such action may appear to the Owner to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, tanks and other equipment related to water and/or sewage distribution within the areas designated as open spaces on the aforesaid plat of record, or to locate same upon any adjacent lot. Such rights may be exercised by any licensee of the Owner, but this reservation shall not be considered an obligation of the Owner to provide or maintain any such utility or service. The Owner and/or its assigns further reserve the right to require the placement of utility conduits in such a manner as to conform with the overall

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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.
K (Amended)	1 through 80 - Plat Book 6, Page 22
N (Amended)	135 through 170 - Plat Book 6, Page 22

9. Residential Use

All lots shall be used for residential purposes only, with no structures erected or maintained on any lot other than a private single family residence and a private garage for the sole use of the lot owner or occupant. No single family lot may be resubdivided.

10. Size and Construction

Any single family residence erected on any lot shall have minimum floor living area of 1,200 square feet, but all lots fronting on the Atlantic Ocean shall have 1,400 square feet of livable floor area, excluding porch, garage, sundeck, and patio or terrace. The side or sides of any lot facing the street shall be considered the front of any dwelling erected on any lot specified above. No single family residence shall exceed two stories in height, not including pilings which are permissible, but subject always to the approval of the Architectural Control Committee.

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11. Restrictions

No building shall be erected or maintained on any lot closer than twenty (20) feet from the front lot line, nor closer than ten (10) feet from the back lot line, nor six (6) feet from the side lot line.

12. Signs.

No commercial signs (including "for rent," "for sale," and other similar signs) or property identification signs shall be erected or maintained on any lot except with the written permission of the Owner, or except as may be required by legal proceedings, it being understood that the Owner will not grant permission for such signs unless the erection is reasonably necessary to avert serious hardship to the property owner.

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

OCEAN SANDS, INC.

BY: James E. Johnson, Jr.

ATTEST:

Virginia C. Conyers
Secretary, ASSISTANT

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH

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

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

Barbara G. Royster
Notary Public

My commission expires: Nov. 19, 1980

STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

The foregoing certificate of Barbara G. Royster, a Notary Public of the City of Virginia Beach, State of Virginia, is certified to be correct. This instrument was present for registration this day and hour and duly recorded in the office of the Register of Deeds of Currituck County, North Carolina in Book 156, Page 715.

This 10th day of Aug, 1978, at 10:54 o'clock A.M.

Linda H. Patrick
Register of Deeds, Currituck Co.

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