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SISTER OF DEED
... COUNTY, N.C.

SUPPLEMENTAL DECLARATION
FOR TRACT
OCEAN SIDE PLACE

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Prepared by
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Anderson & McLamb
Attorneys at Law
Shallotte, NC 28459

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924 SUPPLEMENTAL DECLARATION CONTAINING
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PHASE I IN OCEAN SIDE PLACE
CONSISTING OF 53 LOTS

WHEREAS, on or about April 7, 1993, Ocean Side Corporation ("The Company") a North Carolina Corporation executed as "Declarant" its "Master Declaration of Covenants, Conditions, and Restrictions for Ocean Side Place," (the "Master Declaration")

WHEREAS, by and through the execution and recording of the Master Declaration in Deed Book 924 at Page 672 of the Brunswick Registry, the Company has placed those certain Covenants, Conditions and Restrictions embodied in the Master Declaration on the real property described therein; and

WHEREAS, pursuant to the provisions of Article II, Section 2 of the Master Declaration, the Company has reserved the right to further restrict the Development of any portion of the real property encumbered by the Master Declaration by placing such additional Covenants, Conditions, and Restrictions on any real property as it deems necessary; and

WHEREAS, Ocean Side Corporation is the owner of that certain real property ("The Property") which is more particularly described as follows: BEING Phase I of Ocean Side Place consisting of lots numbered 1, 89, 90, 91, 92, 150, 152, 154, 156, 158, 160, 162, 164, 166, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207 and 208, all according to a survey by James R. Tompkins, R.L.S. dated 11 May 1992 and appearing in the series of maps recorded in Map Cabinet X Page 167 -170 inclusive of the Brunswick Registry.

WHEREAS, the Company desires to develop The Property as Detached Single-Family Residential Patio Lots ("The Lots"), and in order to establish a unique, superior and integrated community within The Property, protect the value of individual Lots and to assure the architectural environment within The Property in keeping with the high standards of Ocean Side Place, the Company desires to subject The Property to the additional Covenants, Conditions and Restrictions set forth herein.

NOW, THEREFORE, The Company submits and subjects The Property to the following Covenants, Conditions and Restrictions:

1. Submission of Property to Covenants. Pursuant to the provision of Article II, Section 2 of the Master Declaration, The Company submits and subjects Phase I, Ocean Side Place,

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consisting of lot numbers 89, 90, 91, 92, 150, 152, 154, 156, 158, 160, 162, 164, 166, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207 and 208, all according to a survey by James R. Tompkins, R.L.S. dated 11 May 1992 and appearing in the series of maps recorded in Map No. 167 - 170 inclusive of the Brunswick Registry, hereinafter referred to as The Property to the Covenants, Conditions and Restrictions contained herein which shall constitute equitable servitudes which shall run with the land. The grantee of an interest in any of the Lots identified herein as The Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the Covenants, Conditions and Restrictions contained herein.

2. Building Restrictions. Phase I and the lots identified as such constitute a theme village and therefore require construction and reconstruction of all Dwellings and any other improvements on these Lots to be in keeping with the theme and general character of the phase. In order to carry out this requirement only Dwellings and other improvements for which the plans have been pre-approved by the Declarant (and after the Declarant sell out, by the Property Owners Association) can be built on a lot. Color selections of the exterior surfaces and roof colors shall be approved by the Declarant before their use and incorporation into the Dwelling or other improvement. No other building or other improvement may be commenced on any lot except in compliance with the building restrictions. Utility and maintenance landscaping shall also be approved by the Declarant or by its representatives and after turnover to the Property Owners Association by the Property Owners Association.

3. Use of Lots and Dwellings. Each Lot shall be used exclusively for Detached Single-Family residential purposes. No trade or business of any kind may be carried on in any Dwellings, except for sales offices of the Company as permitted in the Master Declaration. The lease or rental of any Dwelling within The Property for a period of less than thirty (30) consecutive days is prohibited. All lessees or tenants of Dwellings within The Property shall in all respects be subject to the terms and conditions of this Declaration.

4. Exterior Appearance of The Dwellings. No foil or other reflective materials shall be used on any window for sunscreens, blinds, shades or other purpose, nor shall any window-mounted ceiling or air-conditioning units be permitted. Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited. No clothing, rugs, or other items may be hung on any railing, fence, hedge, or wall.

5. Nuisance. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any Lot, nor shall any nuisance or odors be permitted to exist or operate

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upon or arise from any Lot, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of The Property. Noxious or offensive activities shall not be carried on in any Lot or Dwelling. Each Lot owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot or Dwelling which could cause disorderly, unsightly, or unkept conditions, or which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of The Property. Noxious or offensive activities shall not be carried on in any Lot or Dwelling which could result in a cancellation of any insurance for any portion of The Property, or which would be in violation of any law or governmental code or regulation.

6. Buildings Allowed on the Lot: The Single-Family Detached Residential building, including garage, shall be the only structure located on the Lot.

7. Mail Box and Newspaper Receptacle Design: All mail and newspaper receptacles shall be constructed in keeping with the plans provided by the Declarant.

8. Lighting: No out door lights shall be allowed on the Lot which project high density off-site illumination. One driveway light shall be maintained at all times. The light pole and fixture shall be approved by the Declarant. This light shall constitute part of the street lighting system and shall, therefore, be on an automatic light switch control so as to provide street lighting and driveway identification from sunset in the evening until sunrise in the morning.

9. Binding Effect and Duration: These Covenants, Conditions, and Restrictions shall run with the land and shall be binding on all parties owning any portion of The Property, their heirs, successors and assigns, for the same period of time as the Master Declaration including extensions thereof.

10. Amendment: This Supplemental Declaration may only be altered, modified or changed by a written document executed by a majority of the Owners of the Lots and will only become effective upon recordation in the Brunswick County, North Carolina, Public Registry.

11. Cumulative Effect: All of the Covenants, Conditions and Restrictions contained in this Supplemental Declaration shall encumber the property in addition to those contained in the Master Declaration. Wherever a provision of this Supplemental Declaration conflicts with specific provisions of the Master Declaration, the provisions of the Master Declaration shall prevail.

12. Enforcement: The Declarant, the Association or any Owner of a Lot within The Property shall have the right (but not the affirmative obligation) to enforce, by proceedings at law or in equity, all the Restrictions, Conditions, Covenants,

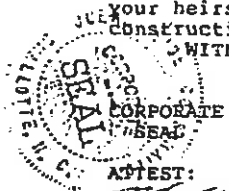
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Easements and Reservations now or hereinafter imposed by the provisions of this Declaration; however, the failure to do so shall not be deemed a waiver of the right to do so in the future. Furthermore, the Company reserves for itself, and the Association and their agents and employees the right to enter upon any Lot for inspection.

13. Delayed Construction: Declarant intends to build and sell completed homes on the lots in Phase I; however construction of the home on the lot may be delayed up to five (5) years from the date of closing on the lot purchase. In this connection, should the original purchaser convey the lot or title to the lot be passed by will, inheritance or otherwise prior to the expiration of the five (5) year delayed construction period and the home has not been constructed on the lot within that time period, then the delayed construction period shall be automatically extended by three years. Extension of the delayed construction period by passage of title shall not apply to the transfer of title from any subsequent owner with the net effect being that under no circumstance may the delayed construction period exceed a total of eight years without the written approval and consent of the Declarant. In consideration of the Declarant's agreement to allow closing on the lot with delayed construction of the home, the purchaser for themselves, their heirs and assigns, by acceptance of a deed subject to this Master Declaration, agrees in good faith to contract with the Declarant or its designated General Contractor to construct a home on the lot.

In this connection the construction agreement between the Declarant and/or its designated General Contractor and you, your heirs or assigns will be reduced to a firm written construction contract prior to commencement of construction. WITNESS this 7 day of April, 1993.



ATTEST:
[Signature]
Secretary/Treasurer

OCEAN SIDE CORPORATION
BY: *[Signature]*
President

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, *[Signature]*, Notary Public do hereby certify that W. J. McLamb, Jr. personally came before me this day and acknowledged that he is Secretary/Treasurer of OCEAN SIDE 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.

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BOOK 924 PAGE 712
sealed with its corporate seal and attested by him as its
Secretary/Treasurer 924 712

WITNESS my hand and official seal this the 7 day
of April, 1993.



Notary Public (Seal)

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The foregoing (or annexed) Certificate of _____

Notary (is) Public (is) (are) Certified to be Correct.
This Instrument was filed for Registration on the Day and Hour in the Book and Page shown on the First Page hereof.


ROBERT J. ROBINSON, Register of Deeds

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