

NORTH CAROLINA

FIRST FLIGHT VILLAGE

DARE COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

Whereas, Village Development Corporation is the fee simple owner of that certain tract of land located in the Town of Kill Devil Hills, Atlantic Township, Dare County, North Carolina; and shown on map or plat entitled "First Flight Village, Section One" by William F. Clark III, Land Surveyor, dated April 2, 1974, and recorded in Map Book 7, page 10, sheets 1, 2 & 3, in the office of the Register of Deeds of Dare County, North Carolina;

Whereas, Village Development Corporation intends to develop the property shown on the aforesaid plat according to a common scheme with the objective that the restrictions herein imposed shall inure to the benefit of each and all of the purchasers of lots of land shown on said plat; and it is the purpose of this declaration to declare and make known the covenants and restrictions which shall apply to the land shown on the aforesaid map;

NOW, THEREFORE, the said Village Development Corporation does by this instrument declare and make known that the following covenants and restrictions are to run with the land shown on the map hereinbefore designated and shall be binding upon their successors in interest;

1. All the lots of this subdivision shall be used for residential purposes only, and only a single family residence and a private garage may be erected, altered, placed or permitted to remain on any lot.
2. No advertising signs or posters, other than a sign advertising property for sale or rent shall be placed on the said lots. No animals, livestock or poultry of any kind, other than household pets, shall be kept on any lots.
3. In order to preserve a desirable uniformity of beauty and to protect purchasers of lots

within the subdivision from having undesirable types of architecture placed on adjoining lots, no building, fence or other structure shall be erected, placed, moved onto, maintained or in any way altered on any lot in the subdivision until such time as the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location and elevation of such building or structure, drives and parking areas) and construction schedule shall have been approved in writing by Village Development Corporation or its successors in interest as developer of the subdivision. Village Development Corporation may refuse approval of plans, location or specifications upon any ground, including purely esthetic considerations, which in the sole discretion of Village Development Corporation shall be deemed sufficient. No alterations in the exterior appearance of any building or other structure shall be made without similar approval being obtained from Village Development Corporation. One (1) copy of all plans and related data shall be furnished Village Development Corporation which shall be retained by it for its records.

4. Any residence erected on any lot in this subdivision shall have a minimum floor living area of 900 square feet excluding porch, garage, sun deck, patio or terrace, breezeway and attic or wall space. No building or structure including porches, garages and outbuildings shall be constructed closer than ten (10) feet from the side and back lines of lots as shown on said plat, nor closer than thirty (30) feet to the front or street line of said lots.

5. The exterior of all residences and other permanent structures in the subdivision shall be completed within one (1) year after the commencement of construction. No structure shall be used at any time, either temporarily or permanently, as a residence until the exterior of such structure is complete.

6. No trailer or temporary structures, such as tents, shacks, garages, barns or other outbuildings shall be used on any lot in this subdivision at any time as a permanent or temporary residence.

7. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property obtained that will cause such lot to appear in unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair; and in the event of destruction by fire or other casualty, the premises are to be cleared and debris removed within ninety (90) days of such casualty.

8. Easements are reserved along and within five (5) feet of all side lot lines and within ten (10) feet of all front and rear lot lines for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electricity, telephone service, cablevision, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities, and to remove any obstacle which may at any time interfere or threaten to interfere with the maintenance of such lines, with right of ingress and egress from and across said premises to duly authorized maintenance personnel. This easement shall also extend along any owner's side and rear property lines where fractional lots are owned. It shall not be considered a violation of the terms of this easement if wires or cables carried by pole lines pass over or under some portion of lots not within the five (5) foot wide strip, provided such lines do not hinder the construction and maintenance of building situated on any such lot.

9. Village Development Corporation reserves all property rights in that certain ten (10) foot strip adjacent and contiguous to the North Carolina State Highway Commission eighty (80) foot drainage easement shown on the said subdivision map as a canal. Village Development Corporation reserves the right in its absolute discretion to convey this ten (10) foot strip to any governmental body or property owners' association. Each lot owner in this subdivision shall be entitled to the use of said ten (10) foot strip for access to the canal shown on the said plat of the subdivision. Village Development Corporation also reserves all property rights in the property located between its access roads as shown on the insert on page 2 of the plat of the subdivision and reserves the right in its absolute discretion to convey this property to any governmental body or property owners' association.

10. Village Development Corporation may at its option, by filing a supplemental Declaration of Restrictive Covenants, bring within the scheme of this development additional lands and subject them to the restrictions herein imposed, or make such additions or deletions as it may see fit.

11. 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 the initial 20 year period or any such 10 year period thereafter, an instrument signed by the owners of record of the majority of the lots in the subdivision has been recorded revoking or modifying said restrictions.

IN WITNESS WHEREOF, Village Development Corporation has caused this Declaration of Restrictive Covenants to be executed in its corporate name by its President and attested by its Secretary and sealed with its corporate seal, all by authority of its Board of Directors, this 30th day of April, 1974.

VILLAGE DEVELOPMENT CORPORATION

By: Robert A. Young Sr.
President



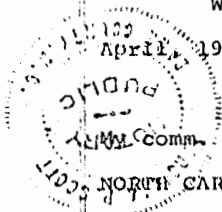
James F. Perry
Secretary

NORTH CAROLINA

DARE COUNTY

I, the undersigned notary public, do hereby certify that James F. Perry personally came before me this day and acknowledged that he is Secretary of Village Development 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 himself as its Secretary.

WITNESS my hand and notarial seal this 30th day of April, 1974.



Virginia P. Scott
Notary Public

NORTH CAROLINA

DARE COUNTY

The foregoing certificate of Virginia P. Scott, a notary public of Dare County, N.C., is certified to be correct.

Presented for registration this the 13 day of May, 1974, at 11:30 o'clock a.m., and recorded in this office in Book 212, page 36. 5-22-74

By: Melva B. Garrison
Assistant

Estelle J. Gray
Register of Deeds

LEROY SHAW
HORNTHAL & RILEY
ATTORNEYS AT LAW