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AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

ESTABLISHED BY
RECORDS DEEDS

W.C.

Kitty Hawk Landing
Sections 1, 2 and 3

AND DISCLAIMER

THIS AMENDED DECLARATION AND DISCLAIMER, Made this 5th day of

April, 1978, by B & B ASSOCIATES, a North Carolina Limited Partnership, hereinafter referred to as "Declarant"

W I T N E S S E T H :

WHEREAS, Declarant, by Declaration dated June 2, 1971 and presented for registration among the Land Records of Dare County, North Carolina on June 15, 1971, created certain Restrictive Covenants with respect to Sections 1 and 2, Kitty Hawk Landing as per plat thereof recorded among the said Land Records in Map Book 4, Page 86 and 87 and Map Book 4, Page 88 and 89; and

WHEREAS, Pursuant to Paragraph 2 of said Restrictive Covenants, the Declarant reserved the right to modify or revoke said Covenants; and WHEREAS, By Amended Declaration dated the 27th day of June, 1972, the Declarant revoked Paragraph 10 of said Restrictive Covenants, substituting in lieu thereof a new Paragraph 10; and

WHEREAS, The Declarant desires to further amend said Restrictive Covenants and to disclaim certain rights thereunder.

NOW, THEREFORE, The aforesaid Declaration of Restrictive Covenants as amended are hereby further amended as follows:

1. The Declarant hereby disclaims any further right in itself or its successors to further revoke or modify any of these restrictions or to abandon or vacate any streets, parks, recreational facilities and other amenities shown on recorded plats.

2. Pursuant to provisions of Paragraph 4 (b), the Declarant does hereby relinquish unto the Board of Directors of Kitty Hawk Landing Association, Inc. all rights of appointment and removal of committee members of the Environmental Control Committee, hereby granting to such Board of Directors any and

all rights which Declarant may have under Paragraph 4 of the Restrictive Covenants.

3. The Declarant hereby relinquishes unto the Environmental Control Committee pursuant to Paragraph 5 (1) of the Restrictive Covenants any right to consent to the resubdivision of any lot or group of lots.

4. The Declarant hereby affirms that it does not intend to build an airfield and that any references to the airfield in these Covenants, more specifically in Paragraph 7 and 8, are inapplicable.

5. The Declarant does hereby revoke and disclaim the provisions of Paragraph 10 of the Restrictive Covenants as amended so far as such paragraph may relate to any lot owner entering into a contract to purchase such lot from the Declarant at any time after the date of this Amended Declaration of Restrictive Covenants and Disclaimer. Paragraph 10 shall nevertheless remain applicable to the purchaser of any lot brought from the Declarant or from any owner of any lot prior to the date of this Amended Declaration and Disclaimer.

6. The Amended Declaration of Restrictive Covenants as hereinbefore set forth are hereby declared to be applicable to Section 3 of Kitty Hawk Landing as per plat thereof duly recorded among the Land Records of Dare County, North Carolina in Map Book 6, Page 37 and 37-2.

7. Except as hereinbefore expressly modified, the said Declaration of Restrictive Covenants as amended shall remain in full force and effect.

IN WITNESS WHEREOF, B & B ASSOCIATES, Declarant herein, has caused this Amended Declaration and Disclaimer to be signed by it on its behalf by William W. Beckett and Alvis C. Beacham, its General Partners, on the day and year first above written.

WITNESS: [Signature]
General Partner

B & B ASSOCIATES
By [Signature] (SEAL)
William W. Beckett, General Partner

WITNESS: [Signature]

By [Signature] (SEAL)
Alvis C. Beacham, General Partner

AMENDED DECLARATION OF RESTRICTIVE COVENANTS

KITTY HAWK LANDING

SECTIONS 1 AND 2

THIS AMENDED DECLARATION, Made this 27th day of June, 1972, by B & B ASSOCIATES, a North Carolina limited partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant by Declaration dated June 2, 1971 and presented for registration among the Land Records of Dare County, North Carolina on June 15, 1971 created certain Restrictive Covenants with respect to Sections 1 and 2, Kitty Hawk Landing, as per plat thereof recorded among the said Land Records in Map Book 4, Page 86 and 87, and Map Book 4, Page 88 and 89; and

WHEREAS, pursuant to Paragraph 2 of said Restrictive Covenants the Declarant reserved the right to modify or revoke said covenants and by this Amended Declaration revokes Paragraph 10 of said covenants.

NOW, THEREFORE, the Declarant hereby declares that Paragraph 10 of the Declaration of Restrictive Covenants, Sections 1 and 2, Kitty Hawk Landing, dated June 2, 1971 and recorded on June 15, 1971, be and the same is hereby revoked and in lieu thereof a new Paragraph 10 is established as follows:

10. Charges for Water and Sewer Service

Every owner (legal or equitable) of a lot in the subdivision shall be conclusively presumed to have covenanted, by acquiring title to such lot, regardless of the means of such title acquisition, to pay a water availability charge of \$300.00 per lot upon the installation of water mains to serve such lot and a sewer availability charge of \$600.00 per lot upon the availability of sewer mains to serve such lot. Said payments may be made in cash or added to the balance of any deferred obligation of owner to Declarant without increase in monthly payments as owner may elect, but must be paid or accrued before delivery of a deed to such lot. At such time as the owner of each lot shall elect to have water and/or sewer connected, such owner shall pay a connection charge for water or sewer of \$100.00 for each. Each owner shall pay for all water

consumed and sewer usage subject to minimum charges at rates then in effect and if water and/or sewer is available but not used each owner shall pay per lot a standby fee of \$1.50 per month for water and a like amount for sewer. The aforementioned charges may be adjusted equitably from time to time subject, however, to approval of the North Carolina Utilities Commission.

The provisions of Paragraph 10 shall not at any time hereafter be amended or revoked by owners of lots as provided in Paragraph 2 hereof.

Except as herein expressly modified the said Declaration of Restrictive Covenants is to remain in full force and effect.

IN WITNESS WHEREOF, B & B Associates, the Declarant herein, has caused this Amended Declaration to be signed for it and on its behalf by William W. Beckett and Alvis G. Beacham, its General Partners, on the day and year first above written.

WITNESS:

Handwritten signature of Notary Public

B & B ASSOCIATES

By *William W. Beckett* (SEAL)
William W. Beckett

Handwritten signature of Alvis G. Beacham

By *Alvis G. Beacham* (SEAL)
Alvis G. Beacham

STATE OF MARYLAND

COUNTY OF PRINCE GEORGE'S, SS:

On this the 27th day of June, 1972, before me, the undersigned officer, personally appeared William W. Beckett, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



My Commission Expires: July 1, 1974

Handwritten signature of Notary Public
Notary Public, Md.

...shall elect to have water and/or sewer connected, such owner shall pay a connection charge for water or sewer of \$100.00 for each. Each owner shall pay for all water...

STATE OF NORTH CAROLINA

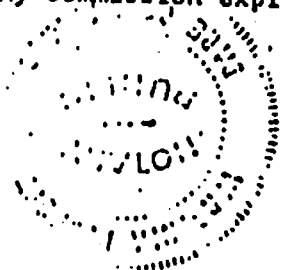
COUNTY OF DARE, SS:

On this the 8th day of November, 1972, before me, the undersigned officer, personally appeared Alvis G. Beacham, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Virginia P. Scott
Notary Public, N. C.

My commission expires: 5-18-76



North Carolina, Dare County.
The foregoing certificates of Gene Huless, a Notary Public of Prince George's County, State of Maryland, and Virginia P. Scott, a Notary Public, of Dare County, State of North Carolina, are certified to be correct. Presented for registration this the 8th day of November 1972, ~~xxx~~ at 2-30 o'clock P.M., and recorded in this office in Book 193, Page 543, 11-16-72

Melvin A. Daniels
Register of Deeds

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AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

AND DISCLAIMER

ESTATE OF E. B. THILLET
RECORDS
DARE COUNTY, N.C.

Kitty Hawk Landing
Sections 1, 2 and 3

THIS AMENDED DECLARATION AND DISCLAIMER, Made this 5th day of April, 1978, by B & B ASSOCIATES, a North Carolina Limited Partnership, hereinafter referred to as "Declarant"

W I T N E S S E T H :

WHEREAS, Declarant, by Declaration dated June 2, 1971 and presented for registration among the Land Records of Dare County, North Carolina on June 15, 1971, created certain Restrictive Covenants with respect to Sections 1 and 2, Kitty Hawk Landing as per plat thereof recorded among the said Land Records in Map Book 4, Page 86 and 87 and Map Book 4, Page 88 and 89; and

WHEREAS, Pursuant to Paragraph 2 of said Restrictive Covenants, the Declarant reserved the right to modify or revoke said Covenants; and

WHEREAS, By Amended Declaration dated the 27th day of June, 1972, the Declarant revoked Paragraph 10 of said Restrictive Covenants, substituting in lieu thereof a new Paragraph 10; and

WHEREAS, The Declarant desires to further amend said Restrictive Covenants and to disclaim certain rights thereunder.

NOW, THEREFORE, The aforesaid Declaration of Restrictive Covenants as amended are hereby further amended as follows:

1. The Declarant hereby disclaims any further right in itself or its successors to further revoke or modify any of these restrictions or to abandon or vacate any streets, parks, recreational facilities and other amenities shown on recorded plats.

2. Pursuant to provisions of Paragraph 4 (b), the Declarant does hereby relinquish unto the Board of Directors of Kitty Hawk Landing Association, Inc. all rights of appointment and removal of committee members of the Environmental Control Committee, hereby granting to such Board of Directors any and

AMENDED DECLARATION OF RESTRICTIVE COVENANTS

AND DISCLAIMER

Kitty Hawk Landing
Sections 1, 2 and 3

all rights which Declarant may have under Paragraph 4 of the Restrictive Covenants.

3. The Declarant hereby relinquishes unto the Environmental Control Committee pursuant to Paragraph 5 (1) of the Restrictive Covenants any right to consent to the resubdivision of any lot or group of lots.

4. The Declarant hereby affirms that it does not intend to build an airfield and that any references to the airfield in these Covenants, more specifically in Paragraph 7 and 8, are inapplicable.

5. The Declarant does hereby revoke and disclaim the provisions of Paragraph 10 of the Restrictive Covenants as amended so far as such paragraph may relate to any lot owner entering into a contract to purchase such lot from the Declarant at any time after the date of this Amended Declaration of Restrictive Covenants and Disclaimer. Paragraph 10 shall nevertheless remain applicable to the purchaser of any lot brought from the Declarant or from any owner of any lot prior to the date of this Amended Declaration and Disclaimer.

6. The Amended Declaration of Restrictive Covenants as heroinbefore set forth are hereby declared to be applicable to Section 3 of Kitty Hawk Landing as per plat thereof duly recorded among the Land Records of Dare County North Carolina in Map Book 6, Page 37 and 37-2.

7. Except as heroinbefore expressly modified, the said Declaration of Restrictive Covenants as amended shall remain in full force and effect.

IN WITNESS WHEREOF, B & B ASSOCIATES, Declarant heroin, has caused this Amended Declaration and Disclaimer to be signed by it on its behalf by William W. Beckett and Alvis G. Beacham, its General Partners, on the day and year first above written.

WITNESS:

Steve Hines
Steve Hines

B & B ASSOCIATES

By

William W. Beckett (SEAL)
William W. Beckett, General Partner

WITNESS:

Alvis G. Beacham

By

Alvis G. Beacham (SEAL)
Alvis G. Beacham, General Partner

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ESTABLISHED BY BECKETT
1978
NORTH CAROLINA
DARE COUNTY

AMENDED DECLARATION AND RELEASE
OF RESTRICTIVE COVENANT

KITTY HAWK LANDING

ALL SECTIONS

THIS AMENDED DECLARATION AND RELEASE OF RESTRICTIVE COVENANT made this
10th day of July, 1978, by B & B ASSOCIATES, a North Carolina
limited partnership, hereinafter referred to as "Declarant";

W I T N E S S E T H :

WHEREAS Declarant by Declaration of Restrictive Covenants recorded in
Deed Book 174 at page 640, Dare County Registry, retained the right in
Covenant #9(c) to enter upon the portions described therein for the
purpose of making discretionary repairs and for other purposes; and,

WHEREAS the Declarant no longer desires to retain any such rights under
that provision;

NOW, THEREFORE, the Declarant hereby declares that the last sentence
of Covenant 9.(c) recorded with the Declaration of Restrictive Covenants
appearing in Book 174 at page 640, Dare County Registry, is hereby deleted
absolutely, said covenants, continuing in effect as if the said sentence
never appeared.

This amendment and release shall not affect any other provisions of the
restrictive covenants or any other subsequent amendments thereto.

IN WITNESS WHEREOF B & B Associates, the Declarant herein, has caused this
Amended Declaration and Release to be signed for it and on its behalf by
William W. Beckett and Alvin G. Beacham, its general partners, on the day
and year first above written.

William W. Beckett (SEAL)
William W. Beckett, general partner

Alvin G. Beacham (SEAL)
Alvin G. Beacham, general partner

STATE OF MARYLAND
CITY/COUNTY OF PRINCE GEORGES'S, SS:

I, _____, a Notary Public in and for the aforesaid
State and Prince Georges's County, do hereby certify that WILLIAM W. BECKETT, a general
partner of B & B ASSOCIATES, personally appeared before me this day and
acknowledged that he is a general partner of said partnership, and that by
authority duly given and on the act and deed of the said partnership the
foregoing instrument was signed by him as general partner, and he furthermore
acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 10th day of July, 1978.

MY COMMISSION EXPIRES:

July 11, 1982

Notary Public
NOTARY PUBLIC

WHELESS
AT LAW
CENTRE
NORTH CAROLINA