

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

PUBLIC DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS:

KNOW ALL MEN BY THESE PRESENTS THAT WILDCAT, INC., having a coastal development in Brunswick County named RIVERSIDE, SECTION II, in Lockwood Folly Township, and being the same lands as described in a deed from O'Neil Caison, et ux, et al to Wildcat, Inc., dated September 24, 1975, and recorded in Book 338 at Page 92 of the Brunswick County Registry, does hereby dedicate and establish the following covenants, restrictions and conditions to be hereafter applicable to all conveyances of land by the said Wildcat, Inc., within said Riverside Subdivision, Section II, whether the conveyances of such land make specific reference to this dedication or declaration, said covenants, restrictions and conditions to run with said land by whomsoever owned, and which are expressly consented to by the grantee or grantees in said conveyances by the mere acceptance of said conveyances. Said covenants, restrictions, and conditions are specifically listed as follows:

ONE

These covenants, restrictions and conditions (hereinafter referred to as "Covenants") shall be applicable to all lots, which should be 50 feet by 125 feet or larger, located in Section II of Riverside Subdivision, located in Lockwood Folly Township, Brunswick County, North Carolina.

TWO

All lots within Section II of said subdivision shall be for single-family residential or recreational purposes only.

THREE

No lot or lots shall be divided or subdivided, nor shall any portion or any less than the whole of any one lot be sold or conveyed; except that a lot may be subdivided into two portions and conveyed to the owners of the adjoining lots on either side, so as to become parts thereof; provided, however, that the property thus combined shall be considered as one lot for the purposes of these covenants.

FOUR

No more than one residential building or mobile home shall be erected on any one lot.

FIVE

No outside toilet facilities may be constructed or utilized. All

sanitary facilities must be constructed in accordance with generally recognized good standards for health and meet local and state regulations. Septic tank and well locations must be approved and comply with local health regulations.

SIX

No mobile home of less size than 12 feet by 48 feet shall be placed on any lot. No mobile home manufactured prior to five (5) years from the date of initial sale and purchase of any one lot from the developer shall be placed on a lot.

SEVEN

No residential building of less than 1000 square feet, exclusive of porches, carports or decks, shall be constructed on any lot. Once construction of a building is begun, the exterior must be completed within twelve (12) months. No used materials shall be used or placed on the exterior portion of the building erected or placed on the lot and all exterior building materials shall be wood or brick. (The term "wood" shall not include plain exterior plywood sheeting.)

EIGHT

Each lot owner shall at all times maintain his lot in a well-kept condition.

NINE

No building or mobile home shall be placed or erected nearer than five (5) feet to the side property line or nearer than fifty (50) feet from the street right-of-way line on which the building or mobile home is facing. All such buildings or mobile homes shall be so placed on the lot as to conform with the minimum setback lines as herein described and to conform with other structures on adjoining lots.

TEN

No bus bodies, shacks, or like structures shall be allowed on any lot. No junk cars shall be allowed and no work shall be performed on cars unless within the confines of a family garage.

ELEVEN

No horses, poultry, cattle, or other animals, with the exception of usual household pets, shall be maintained or kept upon any lot. All dogs in the subdivision must be kept on a leash or penned, and prevented from excessive barking which would disturb neighbors.

TWELVE

All houses or mobile homes must derive their power source through underground services.

THIRTEEN

No clothes lines or other clothes drying facilities shall be placed on the lot(s) except at the rear of the house or mobile home and must be on metal poles or a rack specially designed for this purpose.

FOURTEEN

All mobile homes must be underpinned within ninety (90) days from date of placement on any lot. Underpinnings shall be made of brick or similar matching material. The foundation shall be, if not solid, enclosed by a skirting or other suitable, attractive concealment.

FIFTEEN

All mobile homes and houses which use heating oil must place the storage tank for said heating oil at the rear of such mobile home or house so as to be best concealed from the road.

SIXTEEN

In the event that the owner of any lot, or his heirs or assigns, shall violate, or attempt to violate, any of these covenants, then any other owner or owners of a lot or lots within Section II of Riverside Subdivision is/are empowered to bring any proceeding at law or in equity against the lot owner to prevent him from so doing, or to recover damages for such violations.

SEVENTEEN

This property is conveyed subject to any Brunswick County ordinance or any government regulation concerning the use of the property, over which the developer has no control.

EIGHTEEN

Any one or more of these covenants can be altered, modified, cancelled, or changed as follows to-wit:

The Developer or any other lot owner, at any time, may give written notice, by regular mail sent to the last known address of each owner according to the Developer's records, of the time and place of a meeting at which the proposed change shall be considered to each and every lot owner of record. If fifty percent (50%) or more of the lot owners present and voting at such meeting shall vote in favor of the change, the change shall thereupon be considered as approved.

NINETEEN

Invalidation of any one of these covenants by court decree, or any other means, shall in no way affect any of the other covenants set forth hereto and they shall remain in full force and effect.

TWENTY

These covenants shall continue in effect until they shall be terminated by a declaration of termination executed by fifty-one percent (51%) of the then owners of the lots to which they apply when such declaration shall be recorded in the office of the Register of Deeds of Brunswick County, North Carolina. For the purposes of this provision, the Developer shall be considered as an owner. Unless sooner terminated by one of the methods above set out, they shall terminate automatically on December 31, 2000.

IN TESTIMONY WHEREOF, said WILDCAT, INC., has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed as of this 25th day of January, 1977.

WILDCAT, INC.

By: Paul Carson
President

ATTEST:

Shirley H. Carson
Secretary

STATE OF NORTH CAROLINA

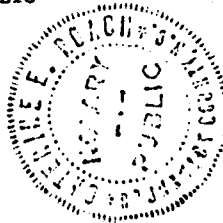
COUNTY OF BRUNSWICK

I, Catherine E. Roach, NOTARY PUBLIC, do hereby certify that Shirley H. Carson personally appeared before me this day and acknowledged that she is Secretary of WILDCAT, INC. and that by authority duly given and as the act of the corporation, the foregoing Public Declaration of Covenants, Restrictions, and Conditions was signed in its corporate name by its President, sealed with its corporate seal and attested by herself as its Secretary.

Witness my hand and notarial seal, this the 25th day of January, 1977.

Catherine E. Roach
NOTARY PUBLIC

My Commission Expires:
My Commission Expires April 16, 1980



STATE OF NORTH CAROLINA, Brunswick County
The Foregoing Certificate(s) of

CATHERINE E ROACH NOTARY PUBLIC

(is)(are) certified to be correct.

Recorded this 25th day of Jan. 1977 at 1:22 o'clock P. M.

William W. Gaither, Register of Deeds

William W. Gaither