

0822 819

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR RIVERSIDE, SECTION III, REGISTRYTHIS DECLARATION, made this the 1st day of October 1990, by WILDCAT, INC., a Corporation organized and doing

business under the laws of the State of North Carolina, with an office and place of business located in or near Holden Beach, Brunswick County, North Carolina, hereinafter referred to as the "DECLARANT". The Declarant does hereby submit the land identified herein to this Declaration of Covenants, Conditions and Restrictions and does hereby declare that all of the lots hereafter shall be held and conveyed subject to these covenants, conditions and restrictions.

ARTICLE ONE

These covenants, conditions and restrictions (hereinafter referred to as "Covenants") shall be applicable to all lots located in Section III of Riverside Subdivision, located in Lockwood Folly Township, Brunswick County, North Carolina. The initial map containing the lots in Section III is recorded in Map Cabinet U, Page 278 of the Brunswick Registry. Other maps of Section III may be filed in the future and this Declaration shall apply thereto.

ARTICLE TWO

All lots within Section III of said subdivision shall be for single-family detached residential use only.

ARTICLE 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

RET. Don Libby
TOTAL 117
CH. 12.00 - 11.9370
L. 10342

000029

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.

ARTICLE FOUR

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

ARTICLE 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 by Declarant provided they comply with local health regulations.

ARTICLE SIX

No mobile home of less size than 14 feet by 56 feet shall be placed on any lot. No single wide mobile homes may be placed on lots 1, 2, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84 or 85. On these particular lots, either a double wide mobile home of not less than 24 x 44 square feet or a site built home must be placed. On all other lots, a single wide mobile home, a double wide mobile home of not less than 24 x 44 square feet or a site built home as described in Article 7 may be placed. All mobile homes must be new, (never been lived in) at the time of placement on the lot.

ARTICLE SEVEN

No site built home of less than 1,100 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 six (6) 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, brick or vinyl. (The term "wood" shall not include plain exterior plywood sheeting.)

ARTICLE EIGHT

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

ARTICLE NINE

No building or mobile home shall be placed or erected nearer than five (5) feet to the side property line or nearer than twenty-five (25) feet from the street right-of-way line on which the building or mobile home is facing, except on corner lots, in which event they will be set back as practical. 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.

ARTICLE TEN

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

ARTICLE 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.

ARTICLE TWELVE

All houses or mobile homes must derive their power sources through underground service.

ARTICLE 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.

ARTICLE FOURTEEN

All mobile homes must be underpinned within ninety (90) days from date of placement on any lot with brick or matching colored metal ("matching colored metal" refers to the color or a color that matches the dominant material on the home).

ARTICLE FIFTEEN

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

ARTICLE 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 III 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 damage for such violations.

ARTICLE 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.

ARTICLE EIGHTEEN

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

The Declarant 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 Declarant's records, of the time and place of a meeting at which the proposed change shall be considered of each and every lot owner of record. If the owners of fifty percent (50%) or more of the lots in this Section present and voting at such meeting shall vote in favor of the change, the change shall thereupon be approved. For the purposes of this provision, each lot shall be accorded one vote; therefore, a single individual owning more than one lot will be entitled to cast a vote for each lot he owns. The Declarant is a lot owner for these purposes.

0822 824

ARTICLE 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.

ARTICLE 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 (each lot being accorded one vote) 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 Declarant shall be considered as an owner. Unless sooner terminated, these covenants, conditions and restrictions shall automatically terminate on December 31, 2010.

WILDCAT, INC.

Orvil Caison
President

ATTEST:

Shelley A. Caison
Secretary/Treasurer

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, Don B. Anderson, Notary Public do hereby
certify that Shelley A. Caison personally came before me
this day and acknowledged that he/she is Secretary/Treasurer of

WILDCAT, 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/Treasurer.

WITNESS my hand and official seal this the 11th day of October, 1990.

Ann B. Anderson
Notary Public



My Commission Expires:
10/18/94

STATE OF NORTH CAROLINA, Brunswick County
The Foregoing Certificate(s) of Ann B. Anderson, Notary Public

Recorded this 16 day of October 19 90 at 2:45 (is/are) certified to be correct.
o'clock P.M.
Robert J. Robinson, Register of Deeds

Robert J. Robinson afs