

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

WHEREAS SEASIDE PROPERTIES, INCORPORATED, hereinafter referred to as "Developer", is the owner of certain tracts or parcels of land that was conveyed to it by deed duly recorded in Book 287 at Page 757 in the Office of the Register of Deeds of Brunswick County, North Carolina, and

WHEREAS said Developer has subsequently caused a portion of said lands to be divided and partitioned into numbered lots as is shown upon a map thereof, entitled "SEASIDE HEIGHTS" which is duly recorded in Map Book No. 12 at Page 48 in the Office aforesaid, and

WHEREAS it is the intention of said Developer to convey said lots and to subject said lots to the covenants, restrictions and conditions hereinafter set forth; and

WHEREAS it is the purpose of said Developer in establishing the covenants, restrictions and conditions hereinafter set forth, to prevent the impairment of the attractiveness of said lots, to maintain the desired tone of the community, and thereby secure to each lot owner the full benefit and enjoyment of his property, and for the further purpose of maintaining fair and adequate values of said property.

NOW, THEREFORE, KNOW ALL PERSONS by these presents that the Developer, SEASIDE PROPERTIES, INCORPORATED, for itself, its successors and assigns, does hereby establish the covenants, restrictions and conditions hereinafter set forth to be applicable to conveyances of land shown upon said map when the deed of conveyance for such lands shall make specific reference to this recorded instrument, said covenants, restrictions and conditions to run with said land by whomsoever owned, and which are expressly assented to by the grantee or grantees in said deed or deeds of conveyance by the acceptance of said deed or deeds of conveyance.

1. All lots, with the exceptions of Lots Nos. 37, 38, 39, 40, 41, 42 and 43, shall be used for residential purposes only.

BOOK 367 PAGE 800

2. No structure or mobile home shall be erected or placed closer than twenty feet of the front line of the lot upon which it is situated and no closer than ten feet of the rear and side lines of such lot.
3. No horses, poultry, cattle or other animals, with the exception of usual household pets, shall be maintained or kept upon said lot.
4. No temporary structures, shacks, tents, bus bodies, or other such structures shall be erected or placed upon any lot.
5. All structures and mobile homes must have the area between the floor thereof and the ground beneath enclosed or underpinned with bricks, concrete blocks or cinderblocks within 30 days after it is erected or placed upon any lot.
6. No lot shall be subdivided provided, however, that a lot may be divided into not more than two parcels and sold to the owner of the lots adjacent thereto.
7. Not more than one residential structure or mobile home may be erected or placed upon any residential lot.
8. These conditions and restrictions shall run with the property described hereinabove by whomsoever owned.
9. 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 the Developer or any lot owner in said subdivision is empowered to bring any proceeding at law or in equity against the lot owner to prevent him from doing so or to recover damages for such violation.
10. Invalidation of any one or more of these covenants by Court decree, or any other means, shall not invalidate the other covenants set forth herein and they shall remain in full force and effect.
11. These covenants shall continue in full force and effect unless amended by a declaration of amendment executed by 80% of the then owners of the lots situated in said subdivision, such declaration to be recorded in the Office of the Register of Deeds of Brunswick County, North Carolina. These covenants shall terminate on August 1, 1983, at which time they shall automatically be extended for successive periods of ten years unless terminated in the manner set forth hereinabove for amendment thereof.

IN WITNESS WHEREOF said Seaside Properties, Incorporated has caused this instrument to be executed by its President, attested by its Secretary and its corporate seal to be hereunto affixed this 17<sup>th</sup> day of February, 1977.

SEASIDE PROPERTIES, INCORPORATED

BY: E. H. Hale  
PRESIDENT



(CORPORATE SEAL)

ATTEST

C. H. Bailey  
SECRETARY

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

This 17th day of February, 1977, before me, Jean G. Fullwood, a Notary Public, in and for the State and County aforesaid, personally appeared A. H. Gainey, Jr. who, being by me duly sworn, says that he is Secretary of Seaside Properties, Incorporated, and that the foregoing instrument was signed in his presence by E. G. Dale, President of said Corporation, for and in behalf of said Corporation and that he attested the execution of said instrument and affixed the corporate seal thereto all by order of the Board of Directors of said Corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and Notarial Seal this 17th day of February, 1977.

Jean G. Fullwood  
NOTARY PUBLIC



STATE OF NORTH CAROLINA, Brunswick County  
The Forgoing Certificate(s) of JEAN G. FULLWOOD, NOTARY PUBLIC

Recorded this 17th day of FEBRUARY 1977 at 11:31 o'clock A. M. (u)certified to be correct.

William W. Gaither, Register of Deeds  
William W. Gaither emp