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RECORDED AND VERIFIED
REBECCA P. TUCKER
REGISTER OF DEEDS
NEW HANOVER CO. NC
SEP 5 9 29 AM '85

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

TIDES, PHASE I

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I.

SUBMISSION STATEMENT

The undersigned, being the holder of title of record to the real property herein described, hereby states and declares that said land and all improvements located thereon, are submitted to condominium ownership, pursuant to Chapter 47A of the North Carolina General Statutes, the "Unit Ownership Act" (hereinafter referred to as the "Act".) The said land is more particularly described as follows:

All that certain lot or parcel of land situated in the Town of Carolina Beach, Federal Point Township, New Hanover County, North Carolina and more particularly described as follows:

Beginning at a point in the eastern margin of Canal Drive, said point being 200 feet in a northwardly direction along the eastern margin of Canal Drive from its intersection with the northern margin of Sea Horse Lane (formerly Eighth Avenue), running thence North 27 degrees 6 minutes East 50 feet to a point in the eastern margin of Canal Drive, thence South 62 degrees 54 minutes East 125 feet to a point, thence South 27 degrees 6 minutes West 50 feet to a point, thence North 62 degrees 54 minutes West 125 feet to the point of beginning, being all of Lot 15 in Block 18 and the Western portion of Lot 5 in Block 18 of the Northern Section of Carolina Beach as shown on a map thereof recorded in Map Book 3, Page 67 in the New Hanover County Registry, being the same property conveyed to T & O INVESTMENTS by deed recorded in Book 1256 at Page 2016 of the New Hanover County Registry.

Developer does hereby declare that all of the real property described above, as well as all of the improvements constructed thereon, are held and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to the following articles of covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any person or entity acquiring or owning an interest in the real property and improvements, or any subdivision thereof, their grantees, successors, heirs, executors, administrators, devisees and assigns.

II.

DEFINITIONS

Definitions of terms used herein are as follows:

1. "Declaration" means this instrument, by which the property is submitted to the provisions of Chapter 47A of the North Carolina General Statutes, as from time to time this instrument may be amended.
2. "Association" means TIDES OWNERS ASSOCIATION, the nonprofit North Carolina corporation which operates the condominium property under this Declaration.
3. "Unit" or "Condominium Unit" means those parcels of the condominium property which are subject to private ownership and are designated as Unit Numbers 1*A through 1*B, 2*A through 2*B and 3*A through 3*B, inclusive in the Plans and Specifications attached to this Declaration as Exhibit "A" and incorporated herein by reference. Each unit includes an enclosed space as defined in the Act, for residential purposes, together with accessory spaces and areas as described in Exhibit A. Each unit has a direct exit to a thoroughfare or to a given common space leading to a thoroughfare as described in Exhibit A.
4. "Common Elements" means and includes the common areas and facilities as defined in the Act and includes the portions of the condominium property not included in the units, and shall include the personal property required for the maintenance and operation of the condominium, even though owned by the Association. There are no "limited common elements and areas" as defined in the Act.
5. "Condominium Parcel" means a unit, together with

the undivided share in the common elements, which is appurtenant to the unit.

6. "Unit Owner" means the owner of a condominium parcel.

7. "Common Expenses" means those expenses defined in the Act as Common expenses and means, generally, expenses for which the unit owners are liable to the Association.

8. "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owners by the Board of Directors of the Association.

9. "Condominium Property" or "Property" means and includes the land described in this Declaration and all improvements and structures thereon and all easements, rights and appurtenances belonging thereto for use in connection with the condominium.

10. "Developer" means T & O Investments, a North Carolina General Partnership, developer of the condominium project, or its assigns.

11. Unless the context hereof does not permit it, words and phrases used in this Declaration shall have meanings as defined in or implied by the Act.

12. "Act" shall mean and refer to the Unit Ownership Act, Chapter 47A of the General Statutes of the State of North Carolina, as such may be supplemented or amended from time to time.

III.

NAME

The name by which this condominium is to be identified is TIDES, PHASE I.

IV.

IDENTIFICATION OF UNITS: SURVEY: SHARES IN COMMON ELEMENTS: PROPORTIONS OF COMMON EXPENSES: PLAN OF DEVELOPMENT

A. The improvements on the land described consist of one Unit Building being the sole structure for units on the land and contains numbered units 1-A through 1-B, 2-A through 2-B and 3-A through 3-B inclusive. The building has been constructed substantially in accordance with the attached Plans and Specifications and identified as a six unit three story condominium apartment building for TIDES OWNERS ASSOCIATION, a North Carolina corporation. There is also attached hereto as Exhibit B a plot plan and survey,

showing the location of the building and the remainder of the condominium property, prepared by Robert H. Goslee, Registered Surveyor.

1. The unit owner shall not be deemed to own the undecorated or finished surfaces of the perimeter walls, floors and ceilings surrounding the respective Condominium Units, nor shall the owner be deemed to own pipes, wires, conduits, or other public utility lines running through said respective Condominium Units, which are utilized for or serve more than one Condominium Unit, which items are by these presents hereby made a part of the Common Elements. Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective Condominium Unit, and also shall be deemed to own the inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper and the like.

2. If any portion of a Condominium Unit or Common Element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, encroachments of parts of the Common Elements or Condominium Units, as described, due to construction, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist.

Easements are hereby declared and granted, and the Association may hereafter declare, grant or assume easements for utility purposes for the benefit of the property, including the right to install, lay, maintain, repair and replace water lines, pipes, sewer lines, gas mains, telephone and television wires and equipment and electrical conduits, and wires over, under, along and on any portion of the common areas; each unit owner hereby grants to the Association, or its designee, an irrevocable power of attorney to execute, acknowledge and record for and in the name of the Association or each unit owner such instruments as may be necessary to effectuate the foregoing.

All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

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3. In connection with the floor plans and plot plans, identified as Exhibits A and B, the legend and notes thereon contained are incorporated herein, and made a part hereof by reference, and the said plans have been certified in the manner required by the Act.

B. The undivided share of each unit owner in the land and other Common Elements, including staircases and entranceways and parking spaces and in the common surplus which is appurtenant to each apartment is shown on Exhibit C which is attached hereto, made a part hereof and incorporated herein by reference, except as hereinafter provided in subparagraph F of this Article.

C. The Common Elements include parking areas for automobiles of Unit Owners. Parking areas will be available for use pursuant to the regulations of the Association, which regulations shall provide that the owners of each unit shall be entitled to a designated parking space for at least one automobile.

D. All the stairwells, entranceways and landings on the building which are used for ingress and egress to all of the units located on each floor are and shall remain a part of the Common Elements.

E. The balconies, decks or patios shown and graphically described in the floor plans and plot plan, identified as Exhibits A and B, annexed hereto, are appurtenant to each of the apartments as shown. These are reserved for the use of the apartments to which they are appurtenant, to the exclusion of other apartments, and there shall pass with an apartment unit the exclusive right to use such appurtenances.

F. The name by which this entire condominium project shall henceforth be known is TIDES. The Developer has caused to be constructed upon the real property hereinabove described the multi-unit building, containing the six (6) units of the building as well as the common areas and facilities of both the building and the real property, all as defined hereinabove and as shown upon the plans contained in Exhibit "A" and "B" attached hereto and made a part hereof by reference. The units of the building, together with their privileges and appurtenances, shall be offered for sale to the public by the Developer as condominium units pursuant to the provisions of Chapter 47A of the General Statutes of the State of North Carolina, subject to the covenants, conditions, restrictions, and obligations stated in the Articles of this Declaration, the Articles of Incorporation of the Association, its duly adopted By-Laws and its Rules and Regulations.

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The Developer, by this Declaration, submits only the real property hereinabove described together with the improvements thereon, to the Act and hereinafter this submission shall be referred to as TIDES, PHASE I. Nevertheless, the Developer hereby reserves to itself or its assigns the exclusive right and option, but not the obligation, to add to or expand the property subject to this Declaration by the addition of all or any portion or portions of the real property described in Exhibit D, attached in one or more additional phases of TIDES upon the following terms and in the following manner:

1. Any addition of real property subject to this Declaration, if any, shall occur only by the registration in the Office of the Register of Deeds of New Hanover County, North Carolina, of one or more supplements to this Declaration, which shall be executed only by the Developer or its assigns. The addition to or expansion of the real property subject to this Declaration shall be at the sole discretion of the Developer or its assigns without consultation with or consent of any unit owner. Every unit owner in TIDES, all phases, by accepting a deed for a unit therein, shall be deemed to have agreed for himself, his heirs, devisees, successors and assigns to such addition to or expansion of the property subject to this Declaration in accordance with the provisions of this Article; and

2. The right and option as described hereinabove shall terminate on the 1st day of December, 1989; and

3. In the event the Developer or its assigns adds to the real property subject to this Declaration all of the real property described in this ARTICLE, the Developer covenants and agrees that no more than a total of eighteen (18) units will be added to the six (6) units in TIDES, PHASE I.

4. It is understood and declared that the undivided fractional or percentage interest owned by each unit owner of units in TIDES, PHASE I, in the common areas and facilities of TIDES, PHASE I, is as stated in Paragraph B of this Article. However it is further declared that in the event the Developer or its assigns, pursuant to the provisions of this Article, adds to or expands the property, and therefore the number of units, unit owners, and common areas and facilities subject to this Declaration and the jurisdiction of the Association, then consequently the fractional or percentage interest owned by each unit owner of units in TIDES, all phases, in the expanded common areas and facilities of TIDES, all phases, shall necessarily have to change from that as established in Paragraph B in this Article. It is further understood that the Act provides that the fractional or percentage undivided interest of each unit owner in the common areas and facilities as expressed in any Declaration shall have a permanent character and

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shall not be altered except with the unanimous consent of all unit owners expressed in an amended Declaration duly recorded. Therefore, in the event the Developer or its assigns adds to or expands the property subject to this Declaration, pursuant to this Article, then every unit owner of units in TIDES, any phase, by the acceptance of the deed for his unit shall be deemed to have specifically agreed for himself, his heirs, devisees, successors and/or assigns that the Developer or its assigns shall have the exclusive right and power, as attorney-in-fact for every unit owner, to establish the undivided fractional or percentage interest of each such unit owner in the expanded common areas and facilities of TIDES, all phases, as well as the right and power to establish the undivided fractional or percentage interest in the expanded common areas and facilities of TIDES, all phases, to be appurtenant to additional units of TIDES, and therefore, (a) the liability of each unit owner for common expenses, not specifically assessed, (b) the interest of each unit owner in any common surplus, and (c) the voting rights in the Association of each unit owner, which such undivided fractional or percentage interests shall be stated in any supplement to this Declaration required to be executed and recorded in the Office of the Register of Deeds of New Hanover County, North Carolina, in order to expand or add to the property subject to this Declaration as is provided for hereinabove. It is hereby declared and agreed that the Developer or its assigns shall establish said undivided interests without prior consultation with or consent of any unit owner of any unit in TIDES; any phase; and, that, the Developer or its assigns covenants and agrees to establish such undivided fractional or percentage interests for all units at such times as may be necessary pursuant to this Article in the proportions that the then fair market value of each unit, new and existing, as shall be determined solely by the Developer or its assigns, bears to the then aggregate fair market value of all units on the date of the supplemental declaration, or declarations. In determining such fair market value for any additional unit added to or made subject to this Declaration, Developer or its assigns may use the offering or purchase price of such unit or the fair market value as established by any independent appraiser. In determining the fair market value of units previously subjected to the Declaration, the Developer or its assigns may use the value as then established for tax purposes by the appropriate authorities or the value established by any independent appraiser, or, if the recording of the supplemental declaration occurs within six (6) months of the sale of units in Phase I, the Developer or its assigns may use the offering or purchase price of such units.

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5. Nothing herein shall be deemed to limit or alter the Developer's right, or the right of its assigns, hereby reserved, to vary the internal layout, size, or configurations of any units hereafter constructed so long as the Developer substantially conforms with the provisions of this Article.

V.

VOTING

The voting rights of unit owners and the Developer in the Association shall be as specified in the Bylaws, attached hereto as Exhibit E and incorporated herein by reference.

VI.

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this condominium, called in accordance with the Bylaws, by the affirmative vote of at least 67% of the votes in the Association and the written approval of holders of first lien mortgages or deeds of trust on units which have in the aggregate at least 51% of the votes of units subject to such liens. Such amendment shall be evidenced by a Certificate executed with the formalities of a Deed, and shall include the recording data identifying this Declaration, and said Certificate shall be signed and acknowledged by any officer of the Association responsible for the operation of this condominium. This Certificate shall become effective upon its being recorded in the New Hanover County Registry.

No amendment shall change any condominium unit, nor its undivided share of the Common Elements, nor a condominium unit's proportionate share of the common expenses or common surplus, nor the voting rights pertinent to any unit, unless the record owners thereof and all record owners of liens thereon shall join in the execution of the amendment, and provided further that said amendment shall be voted on, and evidenced and recorded in the same manner as all other amendments to this Declaration, except as expressly provided and reserved to Developer in Article IV, Subparagraph F, hereinabove.

No amendment shall change the provisions of this Declaration with respect to rights of first lienholders without the written approval of all institutional first lienholders of record, except as expressly provided and reserved to Developer in Article IV, Subparagraph F, hereinabove.

VII.

BYLAWS

The operation of the condominium property shall be governed by Bylaws which are set forth in a document entitled "BYLAWS OF TIDES OWNERS ASSOCIATION" which is annexed to this Declaration as Exhibit E and incorporated herein by reference. The Bylaws shall be subject to amendment in the manner provided therein.

VIII.

MISCELLANEOUS CONDITIONS, COVENANTS AND RESTRICTIONS

A. Assessments. The Association, through its Board of Directors, shall have the power to make and collect assessments, and to maintain, repair and replace the common elements, as provided for in the Act.

B. Maintenance. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the management, maintenance and repair of the condominium property, and may join with other condominium corporations in contracting with the same firm, person or corporation for management, maintenance and repair.

C. Liens. The Association shall have a lien on each condominium parcel for any unpaid assessments, and interest thereon, against the unit owner of such condominium parcel, which lien shall be effective as and in the manner provided for by the Act, and shall have the priorities established by said Act. The lien of the Association for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessments.

In the event that an owner fails to pay any tax or assessment lawfully assessed by any governmental subdivision within which the property is situated, by the date such tax or assessment is due, the Association may pay the same from the funds of the Association and specially assess such owner for the amount paid.

D. Occupancy and Use. The unit owner shall occupy and use the condominium parcel as a private dwelling and for no other purposes. The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises, odors or otherwise; nor shall the unit owner commit or permit any nuisance or illegal act in or about the condominium property. A unit owner may keep any pet or animal on the

condominium property so long as such pet or animal does not constitute a nuisance and unreasonably interfere with the quiet enjoyment of the premises by the other condominium owners.

E. Persons Occupying a Unit By, Under or Through A Unit Owner. All persons occupying any condominium unit, whether under a rental, lease or occupancy agreement or as licensee, invitee or otherwise, shall be and remain subject to the provisions of this Declaration, and the Articles of Incorporation, and Bylaws and rules and regulations of the Association and this requirement shall be deemed to be a part of any implied, verbal or written agreement for rental, lease or occupancy, whether expressly stated or not. Enforcement against such persons occupying a unit, by, under or through a unit owner shall be the same as in the case of a unit owner, but nothing herein shall limit the right of the Association to pursue any remedy against the unit owner, the occupant or both, simultaneously, serially, or otherwise.

F. Developer's Units and Privileges. The Developer shall have the right to transact any business necessary to consummate sales of units, including, but not limited to, the right to maintain models, have signs, employees in the offices, use the common elements and show units. A temporary sales office, if any, signs and all items pertaining to sales shall not be considered common elements, and shall remain the property of the Developer. In the event there are unsold units, Developer retains the right to be the owner of such unsold units under the same terms and conditions as all other unit owners in said condominium, and Developer, as unsold unit owner, shall contribute to the common expenses in the same manner as other unit owners, as of 60 days after the time such units are completed and ready for occupancy; provided, however, if the Developer continues to hold any of said unsold units, it may rent them on any basis, notwithstanding anything to the contrary which may be contained in this Declaration of Condominium or Bylaws. An "unsold unit" shall mean a unit the construction of which has been completed and which is ready for occupancy and assumes good faith and reasonable diligence on the part of the Developer to make all units complete and ready for occupancy. The right to display signs, such as "for rent" and "for sale" is limited to the Developer.

G. Insurance. The insurance which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

1. Authority to purchase - All insurance policies upon the condominium property shall be purchased by the Association, including a master or blanket policy, for the benefit of the unit owners and their mortgagees, as their interest may appear, in a company having "A" # Best rating

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or better, and provisions shall be made for the issuance of Certificates of Mortgagee Endorsements to the Mortgagees of condominium units.

2. Casualty * All buildings and improvements upon the land and all personal property included in the condominium property shall be insured in an amount equal to the maximum insurable current replacement value at 100% as determined annually by the Board of Directors of the Corporation. Such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use, including, if available, but not limited to, vandalism and malicious mischief and flood, storm damage and hurricane, comprehensive, general liability coverage for all common elements, public ways and commercial spaces, if any, whether or not leased to some third party, blanket fidelity bonds and standard "all-risk" coverage endorsement. Flood insurance shall be purchased by the Association as a master policy with maximum available coverage under the National Flood Insurance Program.

3. Loss Payable * All casualty insurance policies purchased by the Association hereunder shall provide that all proceeds covering casualty losses shall be paid to the Board of Directors as Insurance Trustee, or to such reputable bank or trust company in New Hanover County with trust powers as may be designated by the Board of Directors of the Association. Said Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession, and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it, and to hold the same in trust as a stakeholder to be paid out to the Association, unit owners or mortgagees as their interests may appear.

4. Collection and Payment of Premiums * Trustee's Expenses and Collection. The Board of Directors shall collect and pay the premiums for all insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied.

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5. Mandatory Repair - Unless there occurs substantial damage to or destruction of all or a substantial part of the condominium property, as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss, and pay the costs of the same in full. The Association shall levy assessments in the event insurance proceeds are insufficient for the purpose of repairing, replacing and rebuilding the damage caused by casualty loss.

6. Determination of Damage and Use of Proceeds:

(a) Immediately after a casualty causing damage to any part of the condominium property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss; provided, however, that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements, in accordance with the percentages established in Article IV of this Declaration, and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided, however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners, according to the percentages set forth in Exhibit C of this Declaration.

(b) Unless there occurs substantial damage to or destruction of all or a substantial portion of the condominium property, and the unit owners elect not to rebuild and repair, as provided in Paragraph 7 below, the Insurance Trustee shall use the net proceeds and the funds collected by the Board of Directors from the assessments hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees, as their interests may appear, and the proceeds of insurance, and the funds collected by

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the Board of Directors from the assessment as hereinabove provided shall be held by the Insurance Trustee in trust for the use and purposes herein provided.

7. Total Destruction. As used in this Declaration, and in any other connection or context dealing with this Condominium, the term "substantial damage to or destruction of all or a substantial portion of the Condominium property" shall mean that two-thirds (2/3) or more of the apartment units are rendered untenable by casualty loss or damage. Should there occur substantial damage to or destruction of all or a substantial part of the condominium property, the condominium project shall be reconstructed, unless three-fourths (3/4) of the unit owners agree, in writing, not to proceed with reconstruction within sixty (60) days after the casualty loss or damage occurs. In the event that the project is not reconstructed, the property theretofore subject to this Declaration shall be withdrawn from its status as a condominium project under the Act. It is understood and agreed that in the event a mortgagee should require the payment of the proceeds to it, that sum shall be paid to the said mortgagee, and the unit owner shall then be obligated to deposit the funds necessary for his unit towards his share of the rebuilding costs. In the event such reconstruction is not approved, as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees, as their interests may appear, and the condominium property shall be removed from the provisions of the Act with the results provided for in the Act. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by one of the officers of the Association, stating that the said sixty (60) day period has elapsed, and that the Association has received the necessary writings from three-fourths (3/4) of unit owners.

8. Association as Agent. The Association is hereby irrevocably appointed Agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association. The Owners' Association is hereby appointed, and deemed to be appointed for all purposes by each unit owner and member, as attorney-in-fact for the purpose of purchasing and maintaining all insurance for the condominium, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of release of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Owners Association shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust, for unit owners and their first mortgage holders, as their interests may appear. The Insurance Trustee shall exercise the powers

of the Association to receive, hold or otherwise properly dispose of any proceeds of insurance in trust, for unit owners and their first mortgage holders, as their interests may appear.

H. Eminent Domain. In the event of a taking by eminent domain (or condemnation or a conveyance in lieu of condemnation) of part or all common elements, the award for such taking shall be payable to the Association, which shall represent the owners named in the proceedings. Said award shall be utilized to the extent possible for the repair, restoration, replacement or improvement of the remaining common elements, if only part are taken. If all or more than two-thirds (2/3) of all the general common elements are taken, it shall be deemed a destruction of more than two-thirds (2/3) of all the common elements and the condominium shall be terminated as provided for in this Declaration. Any funds not utilized (in the case of a partial taking or condemnation) shall be applied in payment of common expenses otherwise assessable. In the event of a taking of all or part of a unit, the award shall be made payable to the owner of such unit and his mortgagee, if any, as their respective interest may appear.

I. Alterations. There shall be no material alteration, door or color changes, enclosing of balconies, or substantial additions to the common elements, except as authorized by the Board of Directors, and ratified by the affirmative vote of a majority of the unit owners. No unit owner shall block, hamper, or otherwise interfere with the common elements of the property or the operation thereof.

J. Owners.

1. No owner of a Condominium Parcel may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the common elements, or by the abandonment of his Condominium Unit.

2. The owners of each and every Condominium Parcel shall list the same for the purpose of ad valorem taxes with the Tax Assessor of New Hanover County, North Carolina, the Town of Carolina Beach, or any other future legally authorized governmental officer or authority having jurisdiction over the same.

For the purpose of ad valorem taxation, the interest of the owner of a Condominium Parcel in his Condominium Unit, and in the common elements shall be considered as a unit. The value of said unit shall be equal to the percentage of undivided share in common elements of the entire condominium, including land and improvements as

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has been assigned to said unit in Exhibit C of this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

K. Termination. The provisions for termination set forth in Article VIII G 7 of this Declaration shall be in addition to the provisions for voluntary termination, as provided for by Section 16 of the Act.

L. Severability. If any provision of this Declaration, or of the Bylaws attached hereto, or the Act, is held invalid, the validity of the remainder of this Declaration, or of the Bylaws attached hereto, or of the Act, shall not be affected thereby.

M. Captions. Article and paragraph titles inserted throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit, or in any way affect this Declaration.

N. Notices. Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by Certified Mail, at their last address of record with the Association, and to the Association, by Certified Mail, at Post Office Box 1058, Carolina Beach, North Carolina 28428, and to the undersigned at Post Office Box 1058, Carolina Beach, North Carolina 28428.

All notices shall be deemed and considered sent when mailed. Any party may reserve the right to change the place of notice to him, or it, by actual, written notice to the Association.

The name and address of the person authorized to receive service of process as provided in the Act, and the residence or place of business of said person within the city and county in which the condominium building is located is as follows:

Robert O'Neill
245 North Lake Park Blvd.
P.O. Box 1058
Carolina Beach, N.C. 28428

O. Contracts. Developer warrants that it has not entered into a contract or lease of any kind which will be binding on the Association, except as provided herein, unless such contract provides that it is terminable by any party thereto on ninety (90) days written notice to the other parties thereto, and that Association may exercise its right to terminate such contract without a penalty or termination fee of any kind.

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In no event shall any contract which does not contain the above termination provisions be binding on the Association.

In witness whereof, the undersigned has executed this Declaration of Condominium under seal this the 15th day of August, 1985.

T & O INVESTMENTS, A NORTH CAROLINA GENERAL PARTNERSHIP

BY: [Signature] (SEAL)
ROBERT O'NEILL, PARTNER

BY: [Signature] (SEAL)
TED TINSLEY, PARTNER

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Barbara K. McLaughlin, a Notary Public in and for said State and County, do hereby certify that Robert O'Neill and Ted Tinsley, Partners, personally appeared before me this the 15th day of August, 1985, and acknowledged the due execution of the foregoing instrument for the purposes described therein.

Witness my hand and official seal this the 15th day of August, 1985.

Barbara K. McLaughlin
Notary Public



Commission expires: 7-11-89

JOINDER AND CONSENT OF TRUSTEES AND BENEFICIARIES/
MORTGAGEES

WACHOVIA BANK AND TRUST COMPANY, N.A. and WILLIAM H. JOYNER, JR., TRUSTEE, join in the execution of this Declaration of Condominium of Tides, Phase I for the sole purpose of subjecting, submitting and subordinating, and they, and each of them, do hereby subject, submit and subordinate any and all right, title and interest in the property described in said Declaration that they have, or either of them has, or may have by virtue of that Deed of Trust recorded in Book 1256 at Page 2025 in the office of the Register of Deeds of New Hanover County North Carolina, to said Declaration, and every provision hereof, and to the jurisdiction of Tides, Owners, Inc., as the same may be amended or supplemented from time to time.

The undersigned further understand that the property described above is the first phase of a two-phased project known as TIDES, and hereby release and relinquish any interest they may have in the described property to the extent that the same is a portion of the common elements appertaining to any unit in the second and final phase of said condominium project known as TIDES.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 15 day of August, 1985.

WACHOVIA BANK AND TRUST CO.,
N.A.

BY: [Signature]
Vice Pres

ATTESTED BY;

[Signature]
Secretary
Corporate Seal

[Signature] (SEAL)
WILLIAM H. JOYNER, JR.,
TRUSTEE

1300 1436

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I, Mary A. Cooper, a Notary Public
for said State and County, do hereby certify that
Dorothy H. Moore personally came
before me this day and acknowledged that

she is Assistant
Secretary of Wachovia Bank and Trust Company, N.A, and that,
by authority duly given and as the act of the corporation,
the foregoing instrument was signed in its name by its
 Vice President, sealed with its corporate
seal, and attested by her as its
 Assistant Secretary.

Witness my hand and official seal this the 15
day of August, 19 85.

Mary A. Cooper
Notary Public



Commission expires:
June 17, 1990

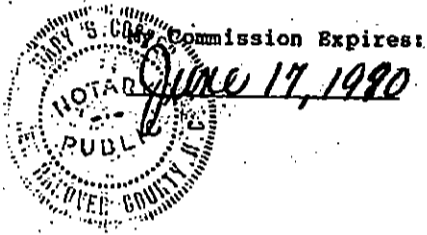
STATE OF NORTH CAROLINA

COUNTY OF *New Hanover*

I, *Mary A. Cooper*, a Notary Public for said State and County, do hereby certify that WILLIAM H. JOYNER, JR., TRUSTEE, personally came before me this day and acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

Witness my hand and notarial seal this 16 day of August, 19 85.

Mary A. Cooper
Notary Public



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

VERIFIED STATEMENT OF LICENSED,
PROFESSIONAL ENGINEER

(G.S. 47A-15, NORTH CAROLINA UNIT OWNERSHIP ACT)

I hereby certify that the foregoing and within drawings fully and accurately depict the layout, location, ceiling and floor elevations, unit numbers and dimensions of the units of TIDES, PHASE I and further accurately show the locations on the ground of the building and parking areas, and the area and locations of common areas and facilities.

I further certify that the foregoing and within drawings are accurate copies of portions of the Plans of the building as filed with, and approved by, the Building Inspection Department of the Town of Carolina Beach, North Carolina, the governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings in Carolina Beach, North Carolina, on the basis of which Plans a building permit was issued for the construction of said building, which building is to be called TIDES, PHASE I.

This 29th day of July

Dale C. Stewart
(Affix Engineer's Seal) **SEAL**
6988
NORTH CAROLINA
PROFESSIONAL
ENGINEER
DALE C. STEWART

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

Debra R. McLoughlin, a Notary Public in and for the County of New Hanover and the State of North Carolina do hereby certify that Dale C. Stewart personally appeared before me this day and acknowledged the due execution of the foregoing Certificate and upon his oath swore to the truth of the statements set forth herein.

Witness my hand and notarial seal this 29th day of July, 1985.

Debra R. McLoughlin
Notary Public

My Commission Expires: _____



The building constituting the six (6) unit condominium in TIDES, PHASE I, is a three (3) story structure with no basement, constructed on pilings, containing six (6) separate numbered units, constructed of the following primary materials:

Wood

Other materials shown in the Plans and Specifications.

Each unit has access to immediate common areas consisting of the stairways as shown in the Plans.

The general common area and facility consists of the grounds, parking spaces and stairways leading to the entrance-ways of the individual units.

Units 1-A and 1-B are located from left to right facing the structure from Canal Drive, consecutively, on the first floor; units 2-A and 2-B are located from left to right facing the structure from Canal Drive, consecutively, on the second floor; and units 3-A and 3-B are located from left to right facing the structure from Canal Drive, consecutively, on the top, or third floor. Each unit has two bedrooms, two bathrooms, kitchen and living-dining area, with approximately 945 square feet of heated area, 210 square feet of deck, and 32 square feet of storage area.

STATE OF NORTH CAROLINA, New Hanover County
The Foregoing Certificate(s) of Barbara R. McLaughlin, Mary S. Cooper, Notaries Public

This 5th day of September, A.D., 19 85

(s) certified to be correct.

By Richard P. Tucker, Register of Deeds
Linda P. Alton
Deputy

BOOK PAGE
 1300 1440

D'NEILL & ASSOCIATES, INC.
 P.O. Box 1058
 Carolina Beach, NC 28428

SPECIFICATIONS OF MATERIALS

EXCAVATION:	Basements:	None	
	Footing Sizes:	(8"x18" Piling)	(6"x14" Piling)
	Waterproofing:		
	Footing Drain:		
FOUNDATION:	Foundation Wall:		
	Thickness:		
	Piers & Pilasters:		
	Sills		
	Material:	Treated Yellow Pine Where Required	
	Jolsts		
	Material:	SYP	
	Size:	Pre-Engineered Trusses	
	Bridging		
	Type:	Spacing	
	Sub Floor:	3/4 T&B	
	Builders Paper:		
	Ledger:	2x2 SYP	
	Joist Hangers:	Galvanized per Code	
	Terralte Protection:	Soil Treatment	
CHIMNEYS:	Material:	Lining:	
	Fireplace Lining:		
	Daaper:	Mantle:	
	Hearth & Jaabs:		
EXTERIOR WALLS:	Studs:	2x4 West Coast	Spaced: (12" OC) (16" OC)
	Lintels:	Per Code	Bracing: Metal Cut-In Corner
	Sole Plate:	2x4 SYP	
	Rafter Plate:	2-2x4 SYP	Corner Posts: 4-2x4 W Coa
	Sheathing:	1/2" Gypson Board	
	Builders Paper:		
	Siding:	5/8" Sawn Fir	Brick Veneer:
PARTITIONS:	Studs:	2x4 West Coast	
	Spaced:	16"	Lintels: Per Code
	Corner Posts:	3-2x4 West Coast	
	Bracing:	1 x 4 Cut in Diagonal	
CEILING FRAMING:	Joists		
	Material:	Pre-Engineered Trusses	
	Size:	2x6	Spaced: 24" OC
	Bridging:		
ROOF FRAMING:	Rafters		
	Size:	Trusses	Spaced: 24" OC
	Ridge:		
	Bracing:	As Needed	Collar Beas:

Exhibit "A"
 Page 2 of 8

BOOK PAGE
1300 1441

O'NEILL & ASSOCIATES, INC.
P.O. Box 1058
Carolina Beach, NC 28428

SPECIFICATIONS OF MATERIALS

	Trusses:	Pre-Engineered	Spaced: 24" OC
	Sheathing:	1/2 CD Plywood w/Plyclips	
	Builders Paper:	15# Felt	
	Roofing		
	Material:	Asphalt Shingles	
	Weight:	230#	
	Ridges:	Asphalt Shingle Cap	Valleys: None
	Flashing:	Aluminum	
	Butters & Downspouts:	None	
	Downspouts Drainage:	None	
WINDOWS:	Types:	Aluminum Sliders	Make: Keller or Equivalent
	Headers:	2-2x10	
	Weatherstripping:	Factory Applied	
	Screens:	Yes	
	Storm Sash:	No	
	Special Windows		
DOORS:	Outside Doors		
	Type:	Flush	Thickness: 1 3/4"
	Material:	Insulated Metal	
	Type:	Sliding	Thickness: 1"
	Material:	Aluminum	
	Screen Doors:	On All Sliding Glass Doors	
	Storm Doors:	None	
	Inside Doors		
	Type:	6 Panel	Thickness: 1 3/8"
	Material:	Composition	
	Special Doors:	Bi-Fold Door on Laundry Room	
INSIDE TRIM:	Door Trim:	Ranch	
	Window Trim:	Ranch	
	Baseboards:	3" Claw Shell	Ceiling Molds: None
	Other I.S. Trim:	None	
INTERIOR FINISH:	Walls		
	Material:	Sheetrock	
	Thickness:	5/8" Fire Rated	Finish: Trowel
	Ceiling		
	Material:	Sheetrock	
	Thickness:	5/8" Fire Rated	Finish: Spray
	Paneling:	None	
CABINETS:	Kitchens:	Per Plan	
	Bath:	Per Plan	
	Counter Tops:	Plastic Laminate	
	Backsplash:	Per Plan	
	Medicine Cabinets		
	Or Mirrors:	Mirrors	

Exhibit "A"
Page 3 of 8

O'NEILL & ASSOCIATES, INC.
 P.O. Box 1058
 Carolina Beach, NC 28428

SPECIFICATIONS OF MATERIALS

FLOORING:	Living Room: Bedrooms: Kitchens: Family Room:	Carpet Carpet Inlay	Baths: Others:	Inlay Deck Carpet
WAINSCOT:	Bath: Others:	None None		
STAIRWAYS:	Treads: Rails: Stringers: Folding Stwy: Attic Flooring:	Treated SYP Treated SYP Treated SYP None None	Risers: Pickets:	Treated SYP
INSULATION:	Floors: Ceilings:	R-19 R-30	Walls:	R-11
PLUMBING:	Fixtures: Manufacturers: Colors: Sinks: Water Closets: Water Heaters: Shower: Plumb. for Washers: Tub or Shower Enclosures: Water Supply: Piping:	Eljer or Equivalent White 3322 SB Eljer or Equivalent 40 Gal Rheem or Equivalent Fiberglass or Owens Corning Tub Unit Yes None City Copper Water Line, PVC & Cast-Iron Waste Lines	Lavatories: Ceramic	
ELECTRIC:	Services: No. Of Circuits: Material: Fixture Allowances: Attic Fan:	Per Code Per Code Per Code No	Amps: Panel: Chimes: Other:	Bryant or Equiv. None 2 Bath Fan
PAINTING:	Inside: Outside: Wallpaper:	Flat Latex (Semi-Gloss Trim) Stained Bath and Kitchen	Coats: Coats:	2 1
HEATING:	Types: Furnace: Storage Tank: Special Equipment:	Central System Electric None	Fuels: Ductwork:	Electric Metal Duct
AIR CONDITIONING:		Included		
PORCHES:	Foundations:	Per Code	Floors:	Pine Treated

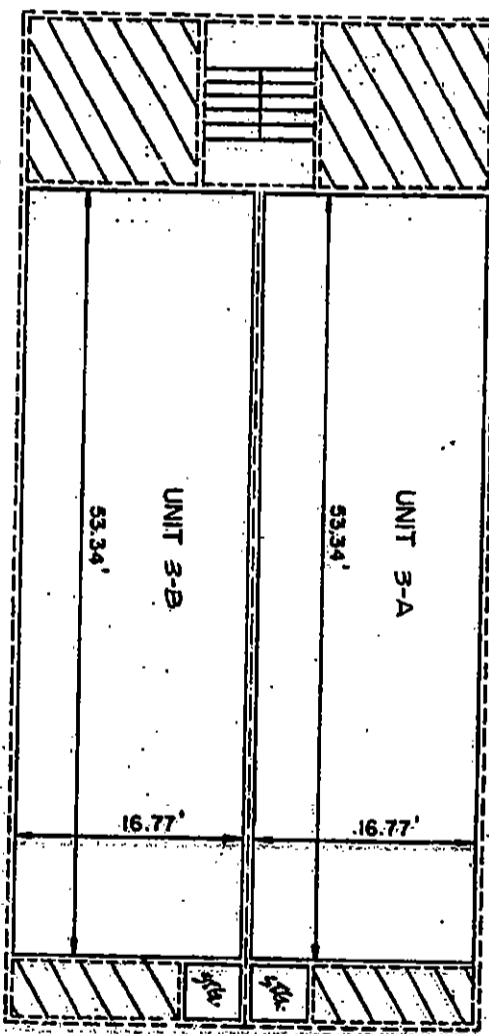
O'NEILL & ASSOCIATES, INC.
P.O. Box 1058
Carolina Beach, NC 28428

SPECIFICATIONS OF MATERIALS

	Columns:	4"x6" SYP Treated	CLG:	3/8" Plywood
	Roofs:		Screening:	None
	Other:	Wood Decks Per Plan		
OUTSIDE STEPS:		Wood SYP Treated		
GARAGE:	Type:	Parking Under Structure		
	Floor:	Concrete	Walls:	None
	Roof:		CLG:	1/2 FC Sheetrock
	Colo:		Doors:	
WALK & DRIVES:	Walk			
	Material:	Marle		
	Length:	Per Plan	Width:	Per Plan
	Drive			
	Material:	Marle		
	Length:	Per Plan	Width:	Per Plan
HARDWARE:	Finish:	Antique Brass		
APPLIANCES:	Dishwasher:	GE 17VB or Equiv.	Disposal:	Yes
	Range:	GE JMS 27 or Equiv.		
	Other:	Range Hood & Refrigerator		
LANDSCAPING:	Seeding			
	Front:	Natural	Sides:	Natural
	Rear:	Natural		
	Shrubs:	Per Landscaping Plan		
	Total Allowance:			
LOCATION:		TIDES I		
		Block 18, Lot 15		
		1008 Canal Dr.		
		Carolina Beach, NC 28428		

BOOK PAGE
1300 1444

ROBERT H. GOSLEE & ASSOCIATES
Land Surveyors - Land Planners,
507 Chestnut Street
Wilmington, North Carolina 28401
919-763-1941



3rd FLOOR

Indicates Boundary Line of Units
Indicates Common Areas & Structural Boundaries
Indicates Balconies, Decks or Patios

Basement Elevation 34.59
3rd Floor Elevation 42.62
Basement Name: TIDES I

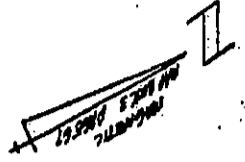
TIDES I

CAROLINA BEACH NORTH CAROLINA
SCALE 1" = 10'
JUNE 5, 1985

DALE C. STEWART, P.E.
N.C. REGISTRATION NO. 6988

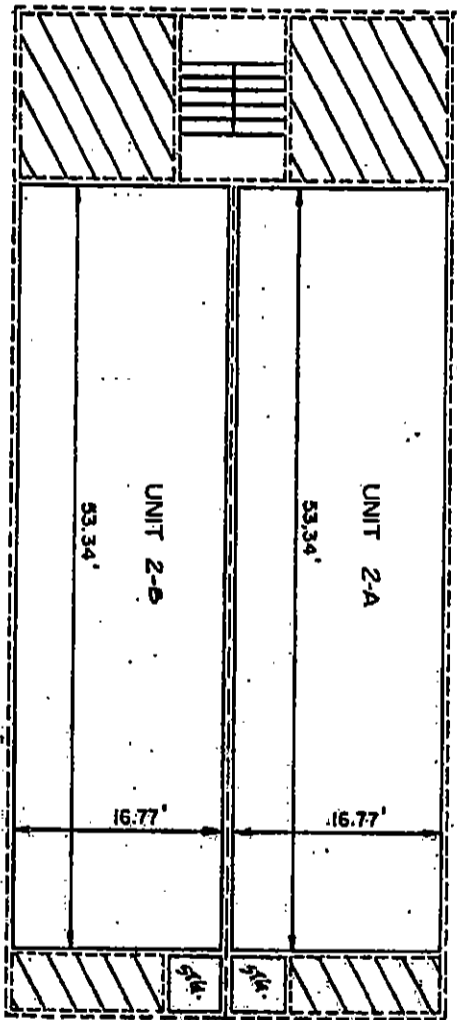
Exhibit "A"
Page 6 of 8

ROBERT H. GOSLEE & ASSOCIATES
Land Surveyors - Land Planners,
507 Chestnut Street
Wilmington, North Carolina 28401
919-763-1941



2nd FLOOR

Indicates Boundary Line of Units
Indicates Common Areas & Structural Boundaries
Indicates Balconies, Decks or Patios
Indicates Condominium
Finish Floor Elevation 25.72
Ceiling Elevation 35.50
Basis Name: TIDES I



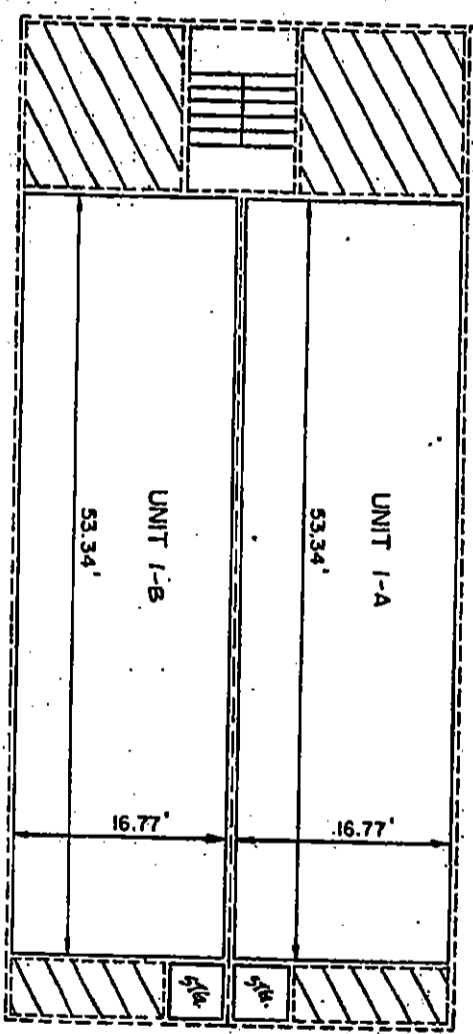
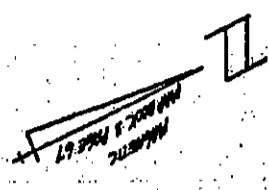
TIDES I

CAROLINA BEACH NORTH CAROLINA
SCALE 1" = 10'
JUNE 5, 1983

DALE C. STEWART, P.E.
N.C. REGISTRATION NO. 6998

Exhibit "A"
Page 7 of 8

ROBERT H. GOSLEE & ASSOCIATES
Land Surveyors - Land Planners,
507 Chestnut Street
Wilmington, North Carolina 28401
919-763-1941



1ST FLOOR

Indicates Boundary Line of Units
Indicates Common Areas & Structural Boundaries
Indicates Balconies, Decks or Patios
Unit Indicates Condominium
British Floor Elevation 7.66
Metric Elevation 24.95
Base Map Name: TIDES I

TIDES I

CAROLINA BEACH NORTH CAROLINA
SCALE 1" = 10'
JUNE 5, 1985

DALE C. STEWART, P.E.
N.C. REGISTRATION No. 6988

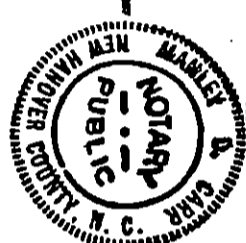
Notarially acknowledged to me, the undersigned, by the parties to the foregoing instrument, that they have executed the same for the purposes and consideration therein expressed, and that the contents of the same are true and correct, and that the parties are duly qualified to execute the same, and that the instrument is their free and voluntary act and deed, and that they are not under any legal disability, and that they are not acting under any undue influence, and that they are not acting under any fraud, and that they are not acting under any duress, and that they are not acting under any coercion, and that they are not acting under any constraint, and that they are not acting under any compulsion, and that they are not acting under any force, and that they are not acting under any fear, and that they are not acting under any threat, and that they are not acting under any intimidation, and that they are not acting under any undue influence, and that they are not acting under any fraud, and that they are not acting under any duress, and that they are not acting under any coercion, and that they are not acting under any constraint, and that they are not acting under any compulsion, and that they are not acting under any force, and that they are not acting under any fear, and that they are not acting under any threat, and that they are not acting under any intimidation.

Walter Howard
Charles
Robert A. Wilson

Glasgow
Weymouth

John B. ...

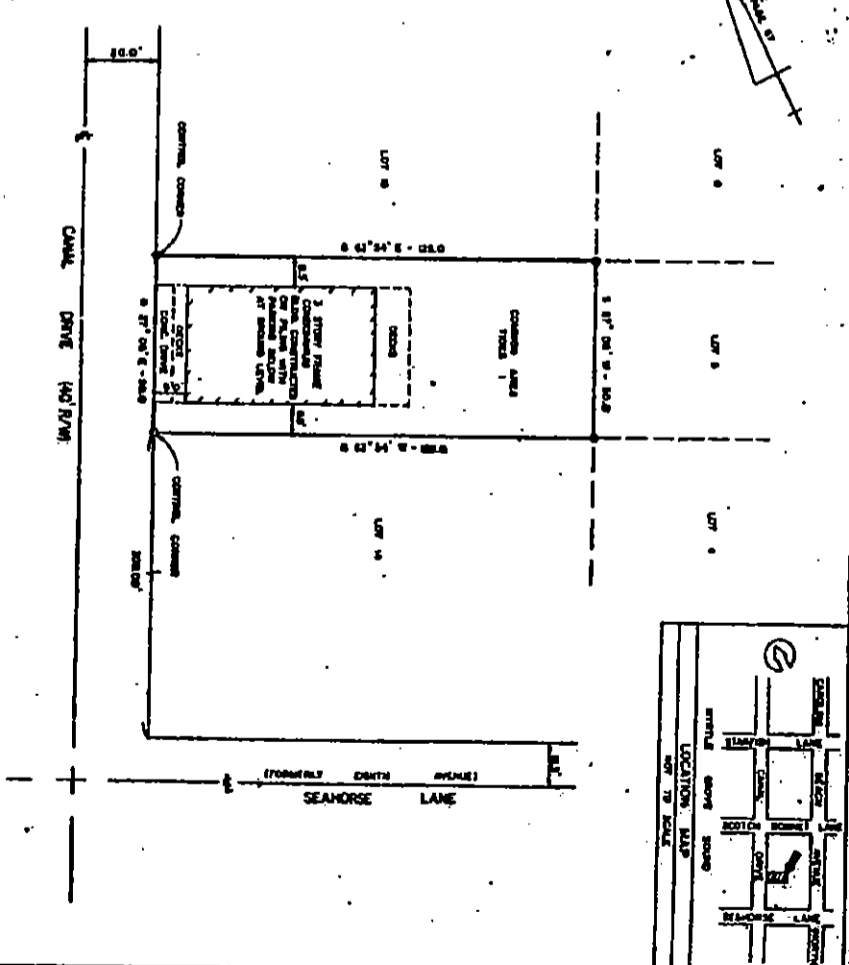
Robert H. Goslee



State of North Carolina
County of ...
I, the undersigned, a Notary Public in and for the State of North Carolina, do hereby certify that the foregoing instrument, together with the powers of attorney therein contained, were duly and lawfully executed by the parties thereto, in my presence, and in the presence of other qualified witnesses, and that the contents of the same are true and correct, and that the parties are duly qualified to execute the same, and that the instrument is their free and voluntary act and deed, and that they are not under any legal disability, and that they are not acting under any undue influence, and that they are not acting under any fraud, and that they are not acting under any duress, and that they are not acting under any coercion, and that they are not acting under any constraint, and that they are not acting under any compulsion, and that they are not acting under any force, and that they are not acting under any fear, and that they are not acting under any threat, and that they are not acting under any intimidation.

WALTER M. GIBBLE AND ASSOCIATES
LAND SURVEYORS - LAND LAWYERS
WILMINGTON, NORTH CAROLINA

TIDES I



CAROLINA BEACH
SCALE 1" = 20'
NEW HANOVER CO. NORTH CAROLINA
SCALE IN FEET
1" = 40'
1980

Exhibit "B"
SURVEY HEREIN
LET B. BE MADE
IN ACCORDANCE
WITH SECTION 3, PAR. 10

BOOK PAGE
1300 1448

EXHIBIT C
SHARES OF COMMON ELEMENTS

<u>UNIT NUMBERS</u>	<u>SHARES OF COMMON ELEMENTS</u>
1#A	1/6
2#A	1/6
3#A	1/6
1#B	1/6
2#B	1/6
3#B	1/6

1300 1449

EXHIBIT D

All of those certain lots or parcels of land situated in the Town of Carolina Beach, Federal Point Township, New Hanover County, North Carolina and more particularly described as follows:

Beginning at a point in the western line of Carolina Beach Avenue (North), said beginning point being 150 feet in a southwardly direction along the western margin of Carolina Beach Avenue (North) from the intersection of the western margin of said Avenue with the Southern line of Scotch Bonnet Lane (formerly Ninth Avenue) and running thence South 27 degrees 6 minutes West 50 feet to a point, thence parallel with Scotch Bonnet Lane North 62 degrees 54 minutes West 125 feet to a point, thence North 27 degrees 6 minutes East 50 feet to a point, thence South 62 degrees 54 minutes East 125 feet to the point of beginning, being the eastern 125 feet of Lot 7 in Block 18 of the Northern Section of Carolina Beach as shown on map thereof recorded in Map Book 3 at Page 67. Being the same property conveyed to Brandon L. Wilson by deed recorded in Book 1212 at Page 2027 of the New Hanover County Registry.

Beginning at a point in the western margin of Carolina Beach Avenue (North), said point being located 250 feet along the western margin of said Avenue in a northwardly direction from the intersection of the western margin of Carolina Beach Avenue (North) and the northern margin of Sea Horse Lane (formerly Eighth Avenue), running thence North 62 degrees 54 minutes West 125 feet to a point, thence parallel with Carolina Beach Avenue (North) North 27 degrees 6 minutes East 50 feet to a point, thence South 62 degrees 54 minutes East 125 feet to a point in the western margin of Carolina Beach Avenue (North), thence South 27 degrees 6 minutes West along the western margin of Carolina Beach Avenue (North) 50 feet to the point of beginning, being the eastern 125 feet of Lot 6 in Block 18 of Carolina Beach as shown on a map thereof recorded in Map Book 3 at Page 67 of the New Hanover County Registry. Being the same property conveyed to Ted Tinsley and wife Rainelle Tinsley by deeds recorded in Book 1209 at Page 1886 and Book 1203 at Page 706 of the New Hanover County Registry.

Beginning at a point in the western margin of Carolina Beach Avenue (North), said beginning point being 200 feet in a northwardly direction along the western margin of Carolina Beach Avenue (North) from its intersection with the northern margin of Sea Horse Lane (formerly Eighth Avenue), running thence North 62 degrees 54 minutes West 125 feet to a point, thence North 27 degrees 6 minutes East 50 feet to a point, running thence South 62 degrees 54 minutes East 125 feet to a point in the western margin of Carolina Beach Avenue (North), thence along said western margin South 27 degrees 6 minutes West 50 feet to the point of beginning,

being the eastern 125 feet of Lot 5 in Block 18 of the northern extension of Carolina Beach as the same is shown on a map thereof recorded in Map Book 3 at Page 67 of the New Hanover County Registry, Also being the same property conveyed to Marie E. Eiden by deeds recorded in Books 299-387 and 249-301 of the New Hanover County Registry.

[Faint, illegible text, likely a deed or legal description]