

JENNIE A. MURCHISON, ET AL : NORTH CAROLINA
 TO : NEW HANOVER COUNTY WARRANTY DEED
 THE WARDENS & VESTRY OF : THIS DEED, MADE this 1st day of July, 1955, between
 ST. JOHN'S PARISH : Jennie A. Murchison (single), Fanny M. Curtis (widow), Nell E.
 WARRANTY DEED : Murchison (widow), David Reid Murchison and wife, Mae C. Murchison
 ----- all of Wilmington, New Hanover County, North Carolina, and
 Lucy Murchison Mallett and husband, Reginald Mallett, of South Bend, Indiana, Grantors, and The
 Wardens and Vestry of St. John's Parish of the Protestant Episcopal Church, Wilmington, North
 Carolina, Grantees.

WITNESSETH THAT

The grantors, in consideration of One Dollar (\$1.00) and other valuable considerations to them paid by the Grantees, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do bargain, sell and convey unto the Grantees, their successors and assigns, all that certain lot of land in Harnett Township, New Hanover County, North Carolina, described as follows:

BEGINNING at a point in the eastern line of 8th Street in Audubon Subdivision 60 feet northwardly from its intersection with the northern line of Cherry Avenue; running thence northwardly in the eastern line of 8th Street 140 feet; thence eastwardly parallel with Cherry Avenue 70 feet; thence southwardly parallel with 8th Street 140 feet; thence westwardly parallel with Cherry Avenue 70 feet to the point of Beginning, same being all of Lot 340 as shown on the official map of Audubon subdivision recorded in Book 65, page 533, in the New Hanover County Registry, reference to which map is hereby expressly directed.
 Subject to all restrictions of record.

TO HAVE AND TO HOLD THE ABOVE granted lot of land and all privileges and appurtenances thereunto belonging to the Grantees and their successors and assigns forever.

And the grantors do covenant that they are seized of said premises in fee and have the right to convey the same in fee simple; that the same are free from encumbrances; and that they will warrant and defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and affixed their seals the day and year first above written.

- Jennie A. Murchison (seal)
- Fanny M. Curtis (seal)
- Nell E. Murchison (seal)
- David Reid Murchison (seal)
- May C. Murchison (seal)
- Lucy M. Mallett (seal)
- Reginald Mallett (seal)

NORTH CAROLINA
 NEW HANOVER COUNTY
 I, J. G. Christian, a Notary Public in and for the State and County aforesaid, do hereby certify that Jennie A. Murchison (single), Fanny M. Curtis (widow), Nell E. Murchison (widow), David Reid Murchison, and wife, May C. Murchison, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 5th day of July, 1955.
 J. G. Christian
 Notary Public

INDIANA
 KOSCIUSKO COUNTY
 I, G. Laucks Xanders, a notary public in and for the State and county aforesaid, do hereby certify that Lucy Murchison Mallett and husband, Reginald Mallett, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
 Witness my hand and official seal this 21 day of July, 1955.

(notarial seal)
 My commission expires: Nov. 1, 1957
 G. Laucks Xanders
 Notary Public
 G. Laucks Xanders

STATE OF NORTH CAROLINA
 NEW HANOVER COUNTY
 The foregoing certificates of G. Laucks Xanders, notary public of Kosciusko County, Ind. and J. G. Christian, notary public of New Hanover County are adjudged to be correct. Let the instrument with the certificates be recorded.
 This the 17 day of Nov. 1955.

Ethel A. Brown, Dy
 Clerk Superior Court

Received and recorded Nov. 17, 1955
 at 10-20 A.M. and verified.

R. L. Blood
 Register of Deeds

 THE OLEANDER COMPANY : STATE OF NORTH CAROLINA DECLARATION OF RESTRICTIONS
 : COUNTY OF NEW HANOVER SECTION D SOUTH OLEANDER
 DECLARATION OF RESTRICTIONS : THIS DECLARATION, MADE this 31st day of October
 SECTION D SOUTH OLEANDER : 1955 by The Oleander Company, a co-partnership of the City
 ----- of Wilmington, County of New Hanover and State of North
 Carolina.

WITNESSETH:

THAT WHEREAS, The Oleander Company has placed on record in the New Hanover County Registry a map showing an area designated as "Section D of South Oleander" which is being developed by The Oleander Company, said map being recorded in Map book 6 page 15; and,

Whereas, it is the desire of the Said The Oleander Company that a uniform plan of development be carried out in respect to lots located in said Section D of South Oleander.

NOW, THEREFORE, THE SAID The Oleander Company for itself, its successors and assigns, does hereby declare that the following restrictions shall apply to all lots located in said Section D of South Oleander and shall be binding on all parties claiming by, through and under them:

1. The lots in this property shall be subject to any restrictions which have been placed on the property by Hugh MacRae & Co., Inc. or any other party or parties in the Chain of title thereto.
2. The lots in this subdivision shall be used for residential purposes only and no dwelling shall be erected on any residential plot other than one detached single family dwelling not to exceed two and one-half stories in height and a one or two car garage.
3. No building shall be erected nearer the front street line than 50 feet on any lot in this subdivision, and no building shall be erected nearer an adjacent property line than 10 feet.
4. No lot, as shown by the official plan of above lots shall be re-subdivided unless such part of the subdivided lot becomes a part of a whole lot and the remainder of the subdivided lot becomes a part of another whole lot.
5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, previous to the building of the main residence. The same shall not be used as a residence after the building of the main residence except what is commonly known as a garage apartment, and such garage apartment must be of good construction and design and in keeping with the harmony of the main residence and the other structures in the section and the plans and specifications must be approved as set out in paragraph 6.
6. The design of all buildings which shall be erected or moved onto any lot will be subject to the approval of the developers or a committee appointed by the developers. It being understood and agreed that Hugh MacRae II can act for The Oleander Company in giving such approval. Upon written request by a lot owner for approval of plans the developers of said committee shall have ten days to approve or disapprove the plans. In the event of failure to approve or disapprove within the ten days such approval will not be required provided the design of the proposed building is in harmony with the existing structures in the section. In any case, with or without approval, no dwelling shall be constructed on any lot in the development with an interior area of less than 1750 square feet exclusive of porches and garages. All dwellings must be of wood, brick, brick veneer, tile and stucco or concrete and stucco structure and all architectural designs appropriated to the subdivision. Garages on dwelling lots must be constructed of the same materials as specified for dwellings. It is the express intention of the developers to maintain in this section a uniform plan of development with respect to design, size, cost and general appearance of the structures to be erected on the lots therein.
7. These covenants and restrictions are to run with the land and shall be binding on all the parties or persons claiming under them.
8. That until such time as municipal sewerage is available, sewerage disposal shall only be by septic tank to meet the approval of the North Carolina State Board of Health.
9. In the event that gutters and curbstones are not placed in the streets of this subsection, it shall be the obligation of each property owner to provide, install and maintain adequate culvert or drainage pipe beneath his or her driveway as it crosses the drainage or ditch line in the front of his or her road in order that the natural flow of drainage will not at any time be blocked along the street, and such culvert or drainage pipe must be sufficient size to accommodate the flow of surface water along the front of said lot. This restriction shall not be construed as any obligation on the part of the development to place gutters or curbstones in front of said lots.
10. If the parties hereto or any of them or their heirs, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues from such violation.
11. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which will remain in full force and effect.

IN WITNESS WHEREOF, Hugh MacRae II has executed this instrument on behalf of the said The Oleander Company as one of the partners hereof, the day and year first hereinabove written.

The Oleander Company

By Hugh MacRae, II (seal)
Hugh MacRae, II, Partner

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

Personally appeared before me, Betty Lord a notary public in and for the State and county aforesaid, Hugh MacRae II, a partner in The Oleander Company and acknowledged the due execution of the foregoing instrument for and on behalf of the said The Oleander Company.

Witness my hand and official seal this 31st day of October, 1955.

Betty Lord
Notary Public

(notarial seal)
My commission expires 4-25-57

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The foregoing certificate of Betty Lord, Notary Public of New Hanover County is adjudged to be correct. Let the instrument with the certificate be recorded. This the 17 day of November 1955.

John H. Adams, Deputy
Clerk Superior Court

Received and recorded Nov. 17, 1955
at 11-45 A.M. and verified.

N. S. Trask
Register of Deeds

ALLEN TRASK AND WIFE, ET AL : STATE OF NORTH CAROLINA
AND : COUNTY OF NEW HANOVER BOUNDARY LINE AGREEMENT
AGNES M. MORTON, ET AL : THIS BOUNDARY LINE AGREEMENT, MADE THIS 15th
BOUNDARY LINE AGREEMENT. : day of July, 1955, by and between Allen Trask and wife
Marjorie L. Trask, George W. Trask, Jr. and wife Ruth D.
Trask and Alex M. Trask and wife, Virginia C. Trask of the County of New Hanover and State of
North Carolina, parties of the first part, and Agnes M. Morton of the County of New Hanover and
State of North Carolina, and Agnes M. Cocke and husband W.B. Cocke of the County of Mecklenburg
and State of North Carolina, parties of the second part.

W I T N E S S E T H:

THAT WHEREAS, THE Parties of the first part and the parties of the second part, are the owners of two tracts of land in New Hanover County, North Carolina, on the Winter Park-Shipyard Road; and,

WHEREAS, the Eastern line of the property of the parties of the first part and the Western line of the property of the parties of the second part is determined in old deeds by the location of what is, or was, known as the Masonboro Road; and,

WHEREAS, the said Masonboro Road is no longer in use and its location cannot be accurately determined on the ground, and the parties hereto are desirous of entering into this Boundary Line Agreement so that the boundary line can be definitely ascertained for themselves their heirs, successors and assigns; and,

WHEREAS, H. M. Loughlin representing the parties of the first part and M.H. Lander representing the parties of the second part have surveyed the premises and have located the hereinafter described line on the ground, and each of the parties hereto has agreed that the said line is a proper boundary line between the two tracts of land;

NOW, THEREFORE, FOR and in consideration of the sum of Ten Dollars (\$10.00) paid by each of the parties to the other, and other good and valuable considerations, it is hereby covenanted and agreed by and between the parties of the first and second parts that the hereinafter described boundary line shall be the boundary line between the property conveyed to the parties of the first part by deed recorded in Book 509 at page 275 and the property conveyed to the parties of the second part by deed recorded in book 486 at page 451 of the New Hanover County Registry;

BEGINNING at an old stone at the northwestern corner of the Trask land according to a deed recorded in Book 509 at page 275, New Hanover County Registry, said stone being located S. 53 degrees 26 minutes East 48.2 feet from a concrete monument in the southerly line of the Winter Park-Shipyard Road (said Road having a width of 130 feet), (said concrete monument being the Northeastern corner of Lot 1 of Section 1, Pine Valley Estates, according to a map by H.M. Loughlin, Registered Land Surveyor, recorded in Map book 5, at page 126, of the New Hanover County Registry, and also the beginning corner of a tract of land conveyed to Agnes M. Morton and Agnes M. Cocke by deed recorded in Book 486 at page 451 of the New Hanover County Registry, said concrete monument located about 1.35 miles westwardly from the center line of Oleander Drive (Strawberry Avenue) as measured along the Winter Park-Shipyard Road), said beginning point of this line being the Southeastern corner of the Bruce B. Cameron Blythe Savannah Tract; running thence S. 47 degrees 35 minutes E. 244.2 feet to a concrete monument; thence S. 63 degrees 02 minutes E. 254.8 feet to a concrete monument thence S. 49 degrees 28 minutes E. 299.3 feet to a stone on the Northern side of Watson's Branch, said stone being at or near the point where the old Masonboro Road crosses said branch; thence the same course S. 49 degrees 28 minutes E. Ten (10) feet more or less to the run of Watson's Branch

IT IS FURTHER agreed that the parties of the first part shall own all of the said property to the West and Southwest of said line, and the parties of the second part shall own all of said property to the east and Northeast of said line, and the parties of the first part do hereby release and quitclaim to the parties of the second part all of their right, title, interest and estate in and to any property to the East and northeast of said line; and the parties of the second part do hereby release and forever quitclaim to the parties of the first part all of their right, title, interest and estate in and to all property located to the West and Southwest of said line.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first hereinabove written.

Allen N. Trask (seal)
Marjorie L. Trask (seal)
Alex M. Trask (seal)
Virginia C. Trask (seal)
George W. Trask, Jr (seal)
Ruth D. Trask (seal)
Agnes M. Morton (seal)
Agnes M. Cocke (seal)
W.B. Cocke (seal)

Witness 19th of Oct. 1955
Elizabeth T. Lambert, Notary Public
My commission expires at the pleasure of the Governor (Notarial seal)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER
Personally appeared before me, Margaree E. Murray, a notary public in and for the State and County aforesaid, Allen Trask and wife, Marjorie L. Trask, and Alex M. Trask and wife Virginia C. Trask and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed.

Witness my hand and official seal this 6 day of Sept. 1955.
(notarial seal) My commission expires 2/18/57 Margaree E. Murray-Notary public