

J. O. MINTZ : STATE OF NORTH CAROLINA :
TO : COUNTY OF NEW HANOVER :
ABBIE MINTZ :
DEED :

THIS INDENTURE, Made this 12th day of March, 1955, by and between J. O. Mintz, party of the first part, and Abbie Mintz, party of the second part, both of the County of New Hanover, State of North Carolina;

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable considerations, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has given, granted, bargained and sold, aliened, conveyed and confirmed, and by these presents does give, grant, bargain and sell, alien, convey and confirm unto the said party of the second part, and her heirs and assigns, Forever, all that certain tract, piece, parcel or lot of land, situate, lying and being in New Hanover County, North Carolina, and bounded and described as follows:

BEGINNING at the intersection of the Western line of Live Oak Avenue with the Northern edge of the right-of-way of the A.C.L. Railroad Belt Line, said point of beginning being 888 feet Eastwardly along the Northern edge of said right-of-way from the Eastern end of the trestle over Burnt Mill Creek, and running thence from said point of Beginning North 2 degrees 35 minutes East with and along the Western line of Live Oak Avenue, 250 feet; thence North 87 degrees 25 minutes West 295 feet; thence South 2 degrees 45 minutes West, 352 feet to an iron pipe in the Northern edge of the aforementioned A.C.L. Railroad right-of-way; thence North 73 degrees 30 minutes East with and along the Northern edge of said right-of-way, 311.17 feet, the point of Beginning; the same being all of the property conveyed to J. O. Mintz and wife Abbie Mintz, by deeds recorded in Book 419, Page 565, and Book 368, Page 622, New Hanover County Registry.

Savings and excepting from the above mentioned tract of land the lot described as follows:

BEGINNING at a point in the Northern line of J. O. Mintz lot according to his deed as recorded in the New Hanover County Registry in Book 368, page 622, said point being 245 feet Westwardly from the Western edge of Live Oak Avenue (as measured perpendicular to said Avenue), said Northern line of the Mintz lot being 250 feet Northwardly from the intersection of the Northern right-of-way (62.5 feet from its center line) of the A.C.L. Belt Line with the aforementioned Western edge of Live Oak Avenue; running thence Southwardly and parallel to said Avenue 133 feet more or less to a point in the extended Southern line of Lot 2 of Block 15 of Mercer Place East, if said line were extended Eastwardly; running thence Westwardly with said extended line 50 feet more or less to the Southeastern corner of said Lot 2; running thence Northwardly with the Eastern line of Mercer Place East 133 feet more or less; running thence Eastwardly and perpendicular to aforementioned Live Oak Avenue and along the Mintz Northern line 50 feet more or less to the point of Beginning, the same being a rectangle 50 feet by 133 feet more or less out of the Northwestern corner of aforementioned Mintz tract of land.

Together with all and singular the tenements, easements, hereditaments and appurtenances unto the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the above granted and described premises, with the appurtenances, unto the said party of the second part, her heirs and assigns, to her own proper use and behoof, FOREVER:

IN TESTIMONY WHEREOF the said party of the first part has hereunto set his hand and seal, the day and year first above written.

James O. Mintz (Seal)

STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

I, Adriana H. Braswell, a Notary Public in and for the above named State and County, do hereby certify that J. O. Mintz personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notarial seal, this 12th day of March, 1955.

Notarial Seal
My comm. expires 12-3-56.

Adriana H. Braswell
Notary Public.

STATE OF NORTH CAROLINA,
NEW HANOVER COUNTY.

The foregoing certificate of Adriana H. Braswell, Notary Public of New Hanover County, is adjudged to be correct. Let the instrument with the Certificate be recorded.

This the 12 day of March, 1955.

Vernell DeVane, Asst.
Clerk Superior Court.

Received and recorded the 12th day of March 1955 at 12 o'clock noon and verified.

[Signature]
Register of Deeds.

E. I. HERRING, SR. ET UX : STATE OF NORTH CAROLINA :
DECLARATION OF RESTRICTIONS : COUNTY OF NEW HANOVER : DECLARATION OF RESTRICTIONS
BIDE-A-WEE SUB-DIVISION :
KNOW ALL MEN BY THESE PRESENTS:

That E. I. Herring, Sr. and wife, Lena S. Herring, of the County of New Hanover and State of North Carolina, the present owners of all of the lots in Bide-A-Wee Subdivision do hereby covenant and agree to and with all persons, firms, or corporations now owning or hereafter acquiring any property in the area hereafter described, that all the lots shown upon the map of that certain subdivision known as BIDE-A-WEE, which map is recorded in the Office of the Register of Deeds of New Hanover County, North Carolina, in Book 571 at Page 241, are hereby made subject to the following restrictions as to the use thereof, running with said properties by whomsoever owned, to wit:

- 1. All lots, with the exception of Lot 13, shall be known and used as residential lots. No building shall be erected, altered, or placed on any lot other than one detached single family

dwelling not to exceed two and one half stories in height and a private garage for not more than two cars. This shall not prohibit construction of a garage apartment after the main dwelling has been completed, nor construction of outbuildings incidental to the residential use of the lot. The said Lot 1) shall not be subject to this nor any of the other restrictive covenants in this instrument.

2. No building shall be located on any lot nearer than 50 feet from the front lot line, nor nearer than 10 feet from the side line, except that garages and similar outbuildings shall not be erected nearer than 5 feet to any side line or back line. For the purposes of this covenant, eaves, steps, and stoops shall not be considered as a part of a building.

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. No main dwelling shall be constructed with less than 900 square feet of ground floor area, excluding porches, garages, and other non-living areas.

5. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any lot shall at any time be used as a residence nor shall any structure of a temporary character be used as a residence.

6. No individual sewage disposal system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

7. No domesticated farm animals or fowls shall be kept or maintained on any lot except chickens, which are adequately penned, and horses, which are maintained in a manner not offensive to adjoining lot owners.

8. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of 25 years, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

9. If the parties hereto or any of them, or their heirs and 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 for such violation.

10. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said E. I. Herring, Sr. and wife, Lena S. Herring, do hereunto subscribe their names and affix their seals this the 15th day of March, 1955.

E. I. Herring, Sr. (Seal)
Lena S. Herring (Seal)

NORTH CAROLINA :
NEW HANOVER COUNTY :

I, Valeria E. Williams, a Notary Public in and for the State and County aforesaid, do hereby certify that E. I. Herring, Sr. and wife, Lena S. Herring, personally appeared before me this day and each acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 15 day of March, 1955.

Notarial Seal
My comm. expires Dec. 5, 1956.

Valeria E. Williams
Notary Public.

STATE OF NORTH CAROLINA,
NEW HANOVER COUNTY.

The foregoing certificate of Valeria E. Williams, Notary Public of New Hanover County, is adjudged to be correct. Let the instrument with the Certificate be recorded.
This the 16 day of March, 1955.

Vernell DeVane, Asst.
Clerk Superior Court.

Received and recorded the 16th day of
March 1955 at 9 A.M. and verified.

R. L. Black
Register of Deeds.

R. E. BATSON ET UX : STATE OF NORTH CAROLINA:
TO : COUNTY OF NEW HANOVER : WARRANTY DEED
JAS. F. PEACOCK ET UX :
WARRANTY DEED :

THIS INDENTURE, Made this 16th day of March, 1955, by and between R. E. Batson and wife, Louise M. Batson, of the County of New Hanover and State of North Carolina, parties of the first part; and James Forest Peacock and wife, Nora B. Peacock, of the County of New Hanover and State of North Carolina, parties of the second part.

W I T N E S S E T H:

That the said parties of the first part, for and in consideration of the sum of One Hundred (\$100.00) dollars, and other valuable considerations to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have given, granted, bargained, and sold, aliened and conveyed, and by these presents do hereby give, grant, bargain and sell, alien, convey and confirm unto the said parties of the second part, and to their heirs, and assigns forever, all that certain lot of land, situated, lying and being in Harnett Township, County of New Hanover and State of North Carolina, bounded and described as follows, to-wit: