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STATE OF NORTH CAROLINA:

COUNTY OF NEW HANOVER ::

I, Betty Lord, a Notary Public in and for the aforesaid County and State, do hereby certify that F. A. Debnam and wife, Adrienne H. Debnam, personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Conveyance.

WITNESS my hand and notarial seal this 28th day of November, 1958.

Notarial Seal

Betty Lord
Notary Public

My commission expires: Apr. 25, 1958, ('59)

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 28 day of Nov. 1958,

Ethel A. Brown
Dy. Clerk Superior Court

Received and recorded Nov. 28, 1958,
at 3:50 and verified.

R. J. Slack
Register of Deeds

RESTRICTIONS	:	STATE OF NORTH CAROLINA :	
J. H. FUSSELL, ET UX	:		<u>R E S T R I C T I O N S</u>
COLLEGE PARK SUBDIVISION	:	COUNTY OF NEW HANOVER :	
SECTION "C"	:		

THIS DECLARATION, made this the 25th day of November, 1958, by J. H. FUSSELL, JR., and wife, HELEN N. FUSSELL;

W I T N E S S E T H:

THAT WHEREAS, the said J. H. Fussell, Jr., and wife, Helen N. Fussell own and have caused to be developed the subdivision designated as COLLEGE PARK SUBDIVISION, Section "C", said area so designated lying and being in Harnett Township, County of New Hanover;

AND WHEREAS, it is the desire of the owners and developers, for themselves, their heirs and assigns, to declare the following restrictions which shall apply to all lots, except those hereinafter specifically excepted, located in the said subdivision known as COLLEGE PARK SUBDIVISION, Section "C", a map of which is to be recorded in the Registry of New Hanover County. The restrictions hereinafter set forth shall be binding on all parties claiming title to said lots under said J. H. Fussell, Jr. and wife, Helen N. Fussell:

1. All lots in this subdivision, except those hereinafter specifically excepted, 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.
 2. No building shall be erected nearer the front street line than 75 feet on any residential lot in this subdivision, and no building shall be erected nearer an adjacent property line than 10% of the width of the lot as measured at the set back line. For any lot having a street on more than one side, the side having the least street frontage shall be considered to be the front street line.
 3. No lot as shown by the official plan of the 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.
 4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract at any time be used as a residence, either temporarily or permanently.
 5. The design of all buildings, which shall be erected or moved onto any lot, will be subject to the approval of the developer or successor. Upon written request by a lot owner for approval of plans, the developer or successor shall have 10 days to approve or disapprove the plans, in the event of failure to approve or disapprove within 10 days, such approval will not be required, provided the design of the proposed building is in harmony with existing structures in the section.
 6. No dwelling shall be constructed on any lot in the development with an interior living area of less than 1,200 square feet ("Living Area " shall not include storage rooms, carports, porches, or garages.)
- It is the expressed intention of the developers to maintain in this section a uniform plan of development with respect to design, size, type, cost and general appearance of the structures to be erected on the lots therein.
7. No noxious or offensive trade or activity shall be carried on upon any part of said land, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
 8. Until such time as municipal or other sewerage system is available, sewerage shall be by septic tanks only, to meet the approval of the North Carolina State Board of Health. No surfact

toilet may be erected on or maintained on any part of said land.

9. No sign or billboard of any description shall be displayed on any lot with the exception of signs "For Rent" and/or "For Sale".

10. Those lots contiguous to State Highway #132 and those next adjoining the lots contiguous to State Highway #132 are expressly excluded from the operation of these restrictions.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 1, 1983, 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 property, it is agreed to change the said covenants in whole or in part. Invalidation of any one of these covenants by judgment of Court or otherwise shall in no wise affect any of the other provisions, which shall remain in full force and effect.

12. If any person or parties claiming title to land in this subdivision 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 in a proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and wither to prevent him or them so doing or to recover damages or other dues for such violation.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this the ___ day of November, 1958.

J. H. Fussell, Jr. (SEAL)
J. H. FUSSELL, JR.

STATE OF NORTH CAROLINA:

COUNTY OF NEW HANOVER :

Helen N. Fussell (SEAL)
HELEN N. FUSSELL

I, George W. Turner, a Notary Public in and for the aforesaid County and State, do hereby certify that J. H. Fussell, Jr. and wife, Helen N. Fussell, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein expressed.

WITNESS my hand and notarial seal this 28 day of November, 1958.

Notarial Seal

George W. Turner (SEAL)
Notary Public

My commission expires: February 24, 1960

STATE OF NORTH CAROLINA

NEW HANOVER COYNTY

The Foregoing Certificate of George W. Turner Notary Public of New Hanover County, is adjudged to be correct. Let the instrument with the Certificate be recorded. This the 28 day of Nov. 1958.

Ethel A. Brown
Dy. Clerk Superior Court

Received and recorded Nov. 28, 1958,
at 3:50 and verified.

R. L. Black
Register of Deeds

J. H. FUSSELL, JR, ET UX :
TO : STATE OF NORTH CAROLINA :
F. A. DEBNAM, ET UX :
D E E D : COUNTY OF NEW HANOVER : D E E D

THIS DEED made this 28 day of November, 1958, by J. H. FUSSELL, JR. and wife, HELEN N. FUSSELL of New Hanover County, North Carolina, parties of the first part to F. A. DEBNAM and wife, ADRIENNE H. DEBNAM of New Hanover County, North Carolina, parties of the second part:

W I T N E S S E T H:

That said J.H. FUSSELL, Jr. and wife, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and No More to them paid by F. A. Debnam and wife, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey to said F. A. Debnam and wife, their heirs and assigns, a certain tract or parcel of land in Harnett Township, County of New Hanover, State of North Carolina, and more particularly described as follows:

BEGINNING at an iron pipe in the Southerly line of a tract conveyed to J. H. Fussell, Jr. and wife, by deed dated April 29, 1955 and recorded in Book 528, at Page 574 of the New Hanover County Registry, said pipe being located South 66 degrees 58 minutes 426.9 feet from an old iron pipe at the Southwesterly corner of aforementioned tract; running thence North 23 degrees 2 minutes East 200 feet to an iron pipe in the Southerly line of an unnamed 60 foot street, said street leading from Lullwater Drive to the Monkey Junction - Castle Hayne Highway; thence South 66 degrees 58 minutes East with the Southerly line of said street 400 feet to an iron pipe; thence South 23 degrees 2 minutes West 200 feet to an iron pipe at the Southerly line of said Fussell tract; thence North 66 degrees 58 minutes West with said line 400 feet to the point of BEGINNING; the same being a portion of the aforementioned J. H. Fussell, Jr. tract and also being all of Lots 6, 7, 8, and 9 according to a map or plan of College Park Subdivision, Section "C", according to a map or plan of said subdivision for J. H. Fussell, Jr. by H. M. Loughlin, Registered Land Surveyor, soon to be recorded in the Registry of New Hanover County.