

AND RESERVING UNTO THE SAID PARTIES of the first part a right of way and easement for ingress and egress, in, to, through and over that roadway which runs along the southern line of the tract of land, (5 acres in area) hereinabove conveyed.

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

TO HAVE AND TO HOLD said land unto the said parties of the second part and their heirs and assigns, in fee simple forever.

And the said parties of the first part, for themselves, their heirs, executors, and administrators do covenant to and with the said parties of the second part, their heirs and assigns, that they are seized in fee of the above granted and described premises, and have good right to sell and convey the same in fee simple; that the same are free and clear from any and all encumbrances, and that they will and their heirs and executors and administrators shall WARRANT AND DEFEND the title to the same against the lawful claims and demands of any and all persons whomsoever.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals this the day and year first above written.

U.S. Doc. Stamps \$. 55
NORTH CAROLINA
NEW HANOVER COUNTY

K. H. Benson (seal)
Mary Lee P. Benson (seal)

I, Valeria E. Williams a notary public in and for the State and county aforesaid, do hereby certify that K.H. Benson and wife, Mary Lee P. Benson, personally appeared before me and each acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 12 day of February, 1955.

Valeria E. Williams
Notary Public

(notarial seal)

My commission expires: Dec. 5, 1956

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 12 day of February, 1955.

Foster Edwards
Clerk Superior Court

Received and recorded Feb. 12, 1955
at 11:55 A.M. and verified.

W. S. Black
Register of Deeds

C. K. COUNCIL, ET AL : NORTH CAROLINA
: NEW HANOVER COUNTY
DECLARATION OF RESTRICTIONS : KNOW ALL MEN BY THESE PRESENTS: THAT C. K.
COUNCIL HEIGHTS : Council and wife, Adona R. Council, of the County of New
Hanover and State of North Carolina, the present owners
of all lots in "Council Heights" do hereby covenant and agree to and with all persons, firms or corporations now owning or hereafter acquiring any property in the area hereinafter described that all the lots numbered one through thirty five (1-35) inclusive, shown upon the map of that certain subdivision known as "Council Heights, which is recorded in the office of the Register of Deeds of New Hanover County, North Carolina, in Map book 5, page 120, and now owned by the subscribers hereto, are hereby subjected to the following restrictions as to the use thereof, running with said properties by whomsoever owned, to-wit:

1. All lots in this tract shall be known and designated as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any lot other than dwelling units not to exceed two and one half stories in height and a private garage for not more than two cars, and other outbuildings incidental to residential use of the plot.
2. No building shall be located on any lot nearer than fifty (50) feet from the front lot line nor nearer than twelve (12) feet to any side lot line, except on Lot 1, which plot plan shall be approved by the developer.
3. No residence shall be permitted on any lot which has a ground floor area of the main structure, exclusive of open porches or garages, of less than eight-hundred and fifty (850) square feet and the plans for said residence must be approved by the developers.
4. No trailer, tent basement, shack, barn, or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used for a residence. However, this shall not prohibit the building of a garage apartment after the main building has been completed.
5. No noxious or offensive trace or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
6. Until municipal sewerage is available sewage shall be disposed of by septic tanks, approved by the North Carolina State Board of Health.
7. No animals may be kept or housed on said property except cats and dogs as family pets and fowl for family use only.
8. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of twenty five (5) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
9. Invalidation of any one of these covenants by judgment or court order or otherwise shall in no wise affect any of the other provisions, which shall remain in full force and effect.
10. All previous restrictions heretofore imposed on any part of said property, in conflict with the above restrictions, are hereby declared null and void, and the above restrictions shall be solely controlling.