

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The Foregoing Certificate of Katherine M. Jarvis, a Notary Public of New Hanover County, is adjudged to be correct. Let the instrument with the Certificate be recorded. This the 13th day of March 1956

Foster Edwards,
Clerk Superior Court.

Received and recorded the 13th day of March 1956. At 4:37 P.M. and verified.

R. P. Black
Register of Deeds.

J.H. HOBBS ET AL

AND

STATE OF NORTH CAROLINA,
NEW HANOVER COUNTY.

DECLARATION OF RESTRICTIONS

EASTWOOD HEIGHTS
DECL OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS That we, J.H. Hobbs and wife, Mildred B. Hobbs, (Lots 2-3-4-6-8-9, 14 and 16 through 25) R.E. Hayes, and wife, Lula T. Hayes (lot 1) Robert P. Bender and wife, Ernestine H. Bender (Lot 5) Maynard M. Sipe and wife, Mary Elizabeth Sipe (Lot 7) R.H. Smith and wife, Mary Lou Smith (Lot 10); Walter S. Carter, Jr and wife, Annie W. Carter (Lot 11) R.L. Morgan and wife, Merriam B. Morgan (Lot 12) James M. Goodrum and wife, Emily M. Goodrum (lot 13) and J.H. Shannon and wife, Willie M. Shannon, (lot 15) all of New Hanover County, North Carolina, who are all of the owners of all of the lots in that certain subdivision in Harnett Township, New Hanover County, North Carolina, known as "Eastwood Heights", the same being Lots Numbers One (1) through Twenty Five (25), inclusive, as the same are shown on a certain map or plat of said subdivision prepared by M.H. Lander, C.E. March 17, 1952, which is recorded in Map Book 5, at Page 68, in the office of the Register of Deeds of New Hanover County, do hereby covenant and agree to and with each other and with all persons, firms or corporations now owning or hereafter acquiring any of the above mentioned lots that the use of all of said lots is hereby made subject to the following restrictions or restrictive covenants which shall run with the land and be binding upon said lots and whomsoever owns the same, to-wit:

1. No lot or lots shall be put to any use other than for residential purposes, and no lot, or any portion thereof, shall be used as a public or private street or roadway, except that a portion of any lot may be used as a driveway incidental to the normal use of said lot for residential purposes. This covenant and restrictions shall not apply to Lots Eight (8) and Nine (9) of the subdivision.

2. No building shall be erected, altered, placed upon, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, and a private garage for not more than two cars. This covenant and restriction shall not apply to Lots Eight (8) Nine(9) and Ten (10) of the subdivision.

3. No dwelling costing less than seven thousand dollars shall be permitted on any lot.

4. No building shall be located on any lot nearer than fifty feet to the front line or nearer than five feet to any side line or rear line. This covenant and restrictions shall not apply to Lots Eight (8) and Nine (9), and Ten (10) of the subdivision.

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

6. No structure of a temporary character, trailer, tent shack, garage, barn or other outbuilding shall be used on any lot as a residence, either temporarily or permanently, however, this shall not prohibit the maintenance of living quarters for servants above a garage when the main building has been completed.

7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept bred or maintained for any commercial purpose.

8. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No surface closets shall be kept or maintained on any lot, and sewerage disposal shall only be by septic tank, which shall comply with the requirements of the North Carolina State Board of Health, until such time as a general sewerage disposal system may be installed.

9. The layout of lots as shown on the map of the subdivision shall be adhered to and no lot shall be resubdivided unless such part of a subdivided lot becomes a part of a whole lot and the remaining part of such subdivided lot becomes a part of another whole lot. This covenant and restriction shall not apply to Lots (8) Nine (9) and Ten (10) of the subdivision.

10. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years 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.

11. 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 parties hereto hereby set their hands and seals, this the 29th day of February 1956.

R.H. Smith (SEAL)
Mary Lou Smith (SEAL)
Walter S. Carter, Jr. (SEAL)

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R.L. Morgan	(SEAL)
Miriam B. Morgan	(SEAL)
Maynard M. Sipe	(SEAL)
Mary Elizabeth Sipe	(SEAL)
Robert P Bender	(SEAL)
Ernestine H. Bender	(SEAL)
James M. Goodrum	(SEAL)
Emily M. Goodrum	(SEAL)
J.H. Shannon	(SEAL)
Willie M. Shannon	(SEAL)
J H. Hobbs	(SEAL)
Mildred B. Hobbs	(SEAL)

STATE OF NORTH CAROLINA,
NEW HANOVER COUNTY.

I, T.A. Crews, a Notary Public in and for the State and County aforesaid, do hereby certify that J.H. Hobbs, and wife, Mildred B. Hobbs, personally appeared before me this day and acknowledged the due execution of the foregoing Instrument for the purposes therein expressed.

Witness my hand and seal this 17th day of March 1956.

(Notarial seal)

T.A. Crews, Notary Public.

My commission expires 11-21-57

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER?

I, T.A. Crews, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert P. Bender and wife, Ernestine H. Bender, personally appeared before me this day and acknowledged the due execution of the foregoing Instrument for the purposes therein expressed.

Witness my hand and seal this 12th day of March 1956.

(Notarial seal)

T.A. Crews, Notary Public.

My commission expires 11-21-57

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

I, T.A. Crews, a Notary Public in and for the State and County aforesaid, do hereby certify that Maynard M. Sipe and wife, Mary Elizabeth Sipe, personally appeared before me this day and acknowledged the due execution of the foregoing Instrument for the purposes therein expressed.

Witness my hand and seal this 5th day of March 1956.

(Notarial seal)

T.A. Crews, Notary Public.

My commission expires 11-21-57

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

I, T.A. Crews a Notary Public in and for the State and County aforesaid, do hereby certify that R.H. Smith and wife, Mary Lou Smith, personally appeared before me this day and acknowledged the due execution of the foregoing Instrument for the purposes therein expressed.

Witness my hand and seal this 5th day of March 1956.

(Notarial seal)

T.A. Crews, Notary Public.

My commission expires 11-21-57

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

I, T.A. Crews a Notary Public in and for the State and County aforesaid, do hereby certify that R.L. Morgan and wife, Miriam B. Morgan, personally appeared before me this day and acknowledged the due execution of the foregoing Instrument for the purposes therein expressed.

Witness my hand and seal this 5th day of March 1956.

(Notarial seal)

T.A. Crews, Notary Public.

My commission expires 11-21-57

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

I, T.A. Crews a Notary Public in and for the State and County aforesaid, do hereby certify that James M. Goodrum and wife, Emily M. Goodrum, personally appeared before me this day and acknowledged the due execution of the foregoing Instrument for the purposes therein expressed.

Witness my hand and seal, this 17th day of March 1956.

(Notarial seal)

T.A. Crews, Notary Public.

My commission expires 11-21-57

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

I, T.A. Crews a Notary Public in and for the State and County aforesaid, do hereby certify that J.H. Shannon and wife, Willie M. Shannon, personally appeared before me this day and