

In Witness Whereof, I hereunto set my hand and official seal this 4 day of Jan. 1960.

COURT SEAL

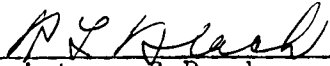
Elizabeth F. Matthews,
Clerk of the Superior Court of
Harnett County.

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The Foregoing Certificate of S. F. Owen, Justice of the Peace of Harnett County, is adjudged to be correct. Let the instrument with the Certificate be recorded.
Drawn by McLeod & McLeod. This the 12 day of Jan. 1960.

Lois J. Ward,
Asst. Clerk Superior Court

Received and Recorded, Jan. 12, 1960
at 11:30 A. M., and Verified.


Register of Deeds

L. E. ALLEN, ET UX : STATE OF NORTH CAROLINA
DECLARATION OF RESTRICTIONS, FAIRLAWN SEC. #2 : COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That L. E. Allen and wife, Mildred G. Allen, of the County of New Hanover and State of North Carolina, the present owners of all of the lots in Fairlawn Subdivision, Section 2 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 Fairlawn, Section 2, which map is recorded in the office of the Register of Deeds of New Hanover County, North Carolina, in map book 7, page 17, 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 in the said subdivision shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars and other outbuildings incidental to residential use of the plot including servants quarters. A garage apartment may be build with or after the dwelling, but not before.

2. No building shall be located on any residential building plot nearer than 50 feet to the front line nor nearer than 10 feet to the side line for one story structures nor nearer than 15 feet to the side lot line for a two story structure. No dwelling shall be located nearer than 25 feet to the rear lot line. Unattached garages or other outbuildings shall be located not nearer than 75 feet to the front line and not nearer than 5 feet to side or rear lot lines.

3. No noxious or offensive trade or activity shall be carried on or maintained upon any lot or part of any lot nor shall any use be made of any portion of said property which may be or become an annoyance or nuisance to the neighborhood. No cattle, hogs, sheep or goats shall be kept on the property.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence nor shall any structure of a temporary character be used as a residence.

5. The minimum floor area of each dwelling shall be 1,050 square feet, excluding porches, garage, terrace, outbuilding and garage apartments. The floor area for garage apartments shall be a minimum of 400 square feet.

6. No lot, as shown by the official plan of the above lots, shall be resubdivided 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.

7. That the plans for all dwellings and structures incidental to the use of the lots shall be approved by L. E. Allen, one of the owners, or his heirs or assigns, until such time as the said owners shall sell all of the lots of said subdivision. At that time, the said plans shall be approved by a building committee. This building committee shall be composed of three members elected by the owners of the lots in said subdivision, including Section 1 of Fairlawn. This election shall be by majority vote, one vote to each lot owner. Each member elected to the building committee shall serve a three year term with the exception of two of the original members of said committee, who shall serve for a one and two year term, respectively. The length of the original board members' terms shall be determined by lot as between the three members.

8. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the 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 the, 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.

In Testimony Whereof, the parties have hereunto set their hands and seals this the 10th. day of January, 1960.

L. E. Allen (Seal)
Mildred G. Allen (Seal)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Myrtle F. Pulaski, a notary public, in and for the State and County aforesaid, do hereby certify that L. E. Allen and wife, Mildred G. Allen, personally appeared before me this day and each acknowledged the due execution of the foregoing instrument.
Witness my hand and seal this 12 day of January, 1960.

Notarial Seal
My commission expires Aug. 23, 1961

Myrtle F. Pulaski,
Notary public

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The Foregoing Certificate of Myrtle F. Pulaski, notary public of New Hanover County is adjudged to be correct. Let the instrument with the Certificate be recorded.
Dr. by Gleason Allen. This the 12 day of Jan. 1960.

Ethel A. Brown,
Dy. Clerk Superior Court

Received and Recorded, Jan. 12, 1960
at 11:45 A. M., and Verified.

R. J. Beach
Register of Deeds

L. E. ALLEN, ET UX : STATE OF NORTH CAROLINA
TO : COUNTY OF NEW HANOVER
JOHNNIE SMITH, ET UX :
WARRANTY DEED :

----- THIS DEED, executed this the 10th. day
of January, 1960, by and between L. E. Allen, and wife, Mildred
G. Allen, parties of the first part; and Johnnie Smith and wife, Hattie Bell B. Smith, parties
of the second part, all of New Hanover County, North Carolina;

WITNESSETH: THAT in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable considerations paid to the said parties of the first part by the said parties of the second part, receipt of which is hereby acknowledged, the said parties of the first part have granted, bargained, sold and conveyed and by these presents do hereby grant, bargain, sell, and convey unto the said parties of the second part, their heirs and assigns, the following described tract or parcel of land, located in Harnett Township, New Hanover County, North Carolina, bounded and described as follows:

Being all of Lot 39 of Section 2 of Fairlawn Subdivision as the same is shown by a map recorded in map book 7 at page 17 of the New Hanover County Registry.

This deed is made subject to certain restrictions contained in an instrument executed by L. E. Allen and wife and dated January 10, 1960, and recorded in the New Hanover County Registry.

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

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

And the said parties of the first part, for themselves, their heirs and 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, 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 \$1.10

L. E. Allen (Seal)
Mildred G. Allen (Seal)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Myrtle F. Pulaski, a notary public in and for the State and County aforesaid, do hereby certify that L. E. Allen and wife Mildred G. Allen, personally appeared before me this day and each acknowledged the due execution of the foregoing instrument.
Witness my hand and notarial seal this the 11 day of January, 1960.

Notarial Seal
My commission expires Aug. 23, 1961

Myrtle F. Pulaski,
Notary public

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The Foregoing Certificate of Myrtle F. Pulaski, notary public of New Hanover County, is adjudged to be correct. Let the instrument with the Certificate be recorded.
Dr. by Gleason Allen. This the 12 day of Jan. 1960.

Ethel A. Brown,
Dy. Clerk Superior Court

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R. J. Beach
Register of Deeds

DOROTHY W. RHODES, ADMINISTRATRIX : STATE OF NORTH CAROLINA
TO : COUNTY OF NEW HANOVER
CROWELL EUGENE SPIVEY :
BILL OF SALE :