

This the 2 day of Mar. 1957.

Foster Edward,
Clerk Superior Court

Received and Recorded, March 2, 1957
at 10:50 A. M., and verified.

R. C. Black
Register of Deeds

FRED E. GOOD, ET UX : NORTH CAROLINA
TO : NEW HANOVER
W. F. BROWN, ET UX :
WARRANTY DEED :

THIS DEED, made this 22 day of January, A. D., 1957 by Fred E. Good and his wife, Amy W. Good, of Catawba County and State of North Carolina of the first part, to W. F. Brown, and his wife, Mamie G. Brown, and James C. Good and his wife, Clara S. Good, of Catawba County, and State of North Carolina, of the second part:

WITNESSETH: That said parties of the first part, in consideration of Ten Dollars, other valuable considerations to them paid by the parties of second part, the receipt of which is hereby acknowledged have bargained and sold, and by these presents do grant, bargain, sell and convey to said parties of the second part, and their heirs and assigns, their one-third undivided interest in and to a certain tract or parcel of land in _____ Township, New Hanover County, State of North Carolina, adjoining the lands of _____, and others, and bounded as follows, viz:

Being all of Lot 3 in Block 61 according to the official plan or map of Carolina Beach recorded in Map Book 2 at page 1 of the Registry of New Hanover County, North Carolina.

The above described lands were conveyed to grantors by J. H. Lingle, and wife _____ See Book 577, page 288.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenances thereto belonging, to the said parties of the second part and their heirs and assigns, to their only use and behoof forever.

And the said parties of the first part, for themselves and their heirs, executors and administrators, covenant with said parties of the second part and their heirs and assigns, that they are seized of said undivided interest in said premises in fee and have the right to convey in fee simple; that the same are free and clear from all encumbrances, and that they do hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever.

In Testimony Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Fred Good (Seal)
Amy W. Good (Seal)

STATE OF NORTH CAROLINA
CATAWBA COUNTY

I, W. E. Fry, notary public, do hereby certify that Fred E. Good and Amy W. Good, his wife, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance.

Witness my hand and notarial seal this 14 day of Feb. 1957.

Notarial Seal
My commission expires 8-9-1958

W. E. Fry, N. P. (Seal)

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The foregoing Certificate of W. E. Fry, notary public of Catawba County, is adjudged to be correct. Let the instrument with the Certificate be recorded.

This the 2 day of Mar. 1957.

Foster Edwards
Clerk Superior Court

Received and Recorded, March 2, 1957
at 10:50 A. M., and Verified.

R. C. Black
Register of Deeds

ANTHONY A. BLAKE, ET AL : STATE OF NORTH CAROLINA
DECLARATION OF RESTRICTIONS, KERR FARMS : COUNTY OF NEW HANOVER

KNOW ALL MEN BY THESE PRESENTS: That Anthony A. Blake and Neil Wesley Blake, Trustees under the Will of William H. Blake, recorded in Will Book T, Page 39 of the records of the Clerk of the Superior Court of New Hanover County, Anthony A. Blake and wife, Louise A. Blake, Neil Wesley Blake and wife, Frances R. Blake, and Burnice C. Blake and wife, Martha H. Blake, do hereby covenant and agree to and with all persons, firms, or corporations now owning or hereafter acquiring any property in Farm 7 and Farm 8 or any part thereof, according to a map of Kerr Farms, recorded in Book 90, at page 35 of New Hanover County Registry, shall be subject to all of the following restrictions, which said restrictions shall be deemed covenants running with the land:

1. Any lot or parcel of land laid off or subdivided within the above described property shall have a minimum width of 115 feet and shall be used for residential purposes only. No building shall be erected, altered, placed 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 and other outbuildings incidental to the residential use of the lot.

2. No building shall be located on any residential building plot nearer than 50 feet to the front line nor nearer than 12 feet to an interior lot line. No building, except a garage or other outbuilding located 75 or more feet from the front line of any lot, shall be located nearer than 6 feet to any side lot line. These dimensional restrictions shall be measured to the main body of the house at the foundation height.

3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 16,000 square feet, nor a width of less than 115 feet at front

building set back line.

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

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

6. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garage, shall be not less than 1200 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.

7. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1982, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

8. If the parties hereto or any of them or their heirs or assigns shall 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 or 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.

9. 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.

10. It is believed by the Trustees and the parties hereto that it is to the best interest of their trust to place the above restrictions on said Farms 7 and 8 above. The development of the above area will enhance the value of adjoining property.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals set opposite their names for the purposes as hereinabove set forth, on this the ____ day of February, 1957.

Anthony A. Blake,	(Seal)
Trustee	
Neil Wesley Blake,	(Seal)
Trustee	
Louise A. Blake	(Seal)
Frances R. Blake	(Seal)
Burnice C. Blake	(Seal)
Martha H. Blake	(Seal)
Anthony A. Blake	(Seal)
Neil Wesley Blake	(Seal)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Emma F. Rivenbark, a notary public in and for the aforesaid State and County do hereby certify that Anthony A. Blake and Neil Wesley Blake, Trustees under the Will of William H. Blake and Anthony A. Blake and wife, Louise A. Blake, Neil Wesley Blake and wife, Frances R. Blake, and Burnice C. Blake and wife, Martha H. Blake, personally appeared before me this day and each acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial seal this the 27th. day of February, 1957.

Notarial Seal
My commission expires 8-22-57

Emma F. Rivenbark
Notary Public

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The foregoing Certificate of Emma F. Rivenbark, notary public of New Hanover County, is adjudged to be correct. Let the instrument with the Certificate be recorded. This the 5 day of Mar. 1957.

Elma C. Gore,
Dy. Clerk Superior Court

Received and Recorded, March 5, 1957
at 4:33 P. M., and Verified.

R. E. Calder
Register of Deeds

A. L. MANSFIELD, ET UX : STATE OF NORTH CAROLINA
TO : NEW HANOVER COUNTY
ROBERT E. CALDER :
DEED :

DEED

THIS INDENTURE, Made and entered into this the 28th. day of February, 1957, by and between A. L. Mansfield and wife, Ada C. Mansfield, of New Hanover County, North Carolina, parties of the first part, and Robert E. Calder, of New Hanover County, North Carolina, party of the second part;

WITNESSETH: The said parties of the first part, for and in consideration of the sum of One Hundred Dollars and other valuable considerations, to them in hand paid by the said party 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 party of the second part, and unto his heirs and assigns, forever, all of that certain lot of land, situate, lying, and being in the Town of Carolina Beach, New Hanover County, North Carolina, more particularly described as follows:

All of Lots Numbers One and Two in Block Seventy of the Town of Carolina Beach, as the