

The foregoing certificate(s) of Reba L. Kelly, Notar(y)(ies) Public of Wake County, North Carolina, is (are) adjudged to be correct. Let the said deed and certificate(s) be registered. Witness my hand this the 15 day of Oct. 1958.

Ethel A. Brown
Deputy Clerk Superior Court

Received and recorded Oct. 15, 1958,
at 10:30 and verified.

P. L. Black
Register of Deeds

OLEANDER COMPANY DECLARATION OF :
RESTRICTIONS LINCOLN FOREST : STATE OF NORTH CAROLINA) DECLARATION OF RESTRICTIONS
SUBDIVISION SECTION B. : : LINCOLN FOREST SUBDIVISION,
: COUNTY OF NEW HANOVER) SECTION B.

THIS DECLARATION Made this 14th day of October, 1958,
by The Oleander Company, a partnership of the City of Wilmington, County of New Hanover and State
of North Carolina.

W I T N E S S E T H:

THAT WHEREAS, the said The Oleander Company is the owner of certain property, being described
as Section B of Lincoln Forest Subdivision, map of said Subdivision is recorded in Map Book 6 at
Page 87 of the New Hanover County Registry; and,

WHEREAS, it is the desire of The Oleander Company for itself, its successors and assigns, to
provide for a uniform development of said property in order to preserve its value and to protect
the property owners;

NOW, THEREFORE, the said The Oleander Company, for itself, its successors and assigns, does
hereby declare that the following restrictions shall apply to all lots located in the said Sub-
division, known as Lincoln Forest, Section B, a map of which is recorded in the Registry of New
Hanover County in Map Book 6 at Page 87, and that the said restrictions hereinafter set forth
shall be binding upon all parties claiming title to said lots under the said The Oleander Company:

1. All lots shall be used for residential purposes only. No structure shall be erected, alter-
ed, placed or permitted to remain on any residential building lot other than one detached single
family dwelling, not to exceed two and one-half stories in height and a private garage for not
more than 3 cars. A garage apartment shall not be built except during the construction of or
after the construction of a dwelling, and absolutely not before. No trailer, basement, tent,
shack, garage, bar or other out building shall, at any time, be used as a residence previous to
the building of the main residence.

2. No building shall be located on any residential lot nearer than 50 feet to the front street
line and no building shall be erected nearer than 10 feet to an adjacent property line.

3. No lot as shown by the official plan of this subdivision 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 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 the said property which shall become
an annoyance nor nuisance to the neighborhood.

5. The design of all buildings which shall be erected or moved onto any lot in the subdivision
shall be subject to the approval of The Oleander Company, it being understood and agreed that
Hugh MacRae II shall act for said company in giving such approval. Upon written request of a lot
owner for approval of plans, The Oleander Company shall have 10 days to approve or disapprove the
plans. In the event of failure to approve or disapprove the plans within 10 days period, such
approval will not be required, provided the design of the proposed building is in harmony with
the existing structures in the section and constructed according to these restrictions. In any
case, with or without approval, no dwelling shall be constructed on any lot in the development
with an interior floor area of less than 1200 square feet. All dwellings must be constructed of
wood, brick, brick veneer, tile and stucco, or concrete and stucco structure, and all garages
shall be constructed of the same materials as specified for the dwelling.

6. These covenants and restrictions are to run with the land and shall be binding on all part-
ies or persons claiming under the developers of this subdivision.

7. If any persons 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 situate 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 covenants
and either to prevent him or them from so doing or to recover damages for such violation.

8. The covenants shall be binding until October 1, 1983, at which time the said covenants shall
be automatically extended for successive periods of ten (10) years unless by a vote of the majority
of the owners of the lots, it is agreeable to change the said covenants in whole or in part.

9. Violation of any of the covenants by judgment or order shall not effect any of the other
provisions and same shall remain in full force and effect.

IN WITNESS WHEREOF, Hugh MacRae II has executed this instrument on behalf of the said The
Oleander Company as one of the partners hereof, the day and year first hereinabove written.

THE OLEANDER COMPANY

By Hugh MacRae II (SEAL)
HUGH MACRAE II PARTNER

Ejm

STATE OF NORTH CAROLINA)
COUNTY OF NEW HANOVER)

Personally appeared before me, Betty Lord, a Notary Public in and for the State and County aforesaid, Hugh MacRae II, a partner in The Oleander Company, and acknowledged the due execution of the foregoing and annexed instrument for and on behalf of the said The Oleander Company for the purposes therein expressed.

Witness my hand and notarial seal this 14th day of October, 1958.

Notarial Seal

Betty Lord
Notary Public

My commission expires: 4-25-59

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 15th day of Oct. 1958

Elma C. Gore
Deputy Clerk Superior Court

Received and recorded Oct. 15, 1958,
at 12:25 and verified.

R. L. Black
Register of Deeds

WILMINGTON COLD STORAGE COMPANY :
TO : STATE OF NORTH CAROLINA)
CLAUDE L. AUSTIN, ET AL :
WARRANTY DEED : COUNTY OF NEW HANOVER)

THIS INDENTURE, Made this 1st day of October, 1958 by and between the WILMINGTON COLD STORAGE COMPANY, a North Carolina corporation with its principal place of business in the City of Wilmington, North Carolina, party of the first part, and CLAUDE L. AUSTIN and ALEXANDER P. MERCER of the County of New Hanover and State of North Carolina, HERBERT W. CANADY of the County of Sampson and State of North Carolina, and JULIAN H. SQUIRES of the County of Hoke and State of North Carolina, parties of the second part.

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of One Hundred (\$100.00) Dollars and other valuable considerations to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has given, granted, bargained and sold, aliened and conveyed, and by these presents does hereby give, grant, bargain, and sell, alien, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, the following pieces or parcels of land, lying and being in the City of Wilmington, County of New Hanover and State of North Carolina, more particularly bounded and described as follows:

FIRST TRACT: BEGINNING at a point in the Eastern line of Second Street 6.3 feet Southwardly from the Southern line of Campbell Street; thence Northeastwardly in a Straight line along the Northern edge of a retaining wall 21.97 feet to a point in the Southern line of Campbell Street (which said point is 21.04 feet Eastwardly from the intersection of the Southern line of Campbell Street with the Eastern line of Second Street); thence Eastwardly along the Southern line of Campbell Street 124.96 feet; thence Southwardly and parallel with Second Street 100 feet to the foot of a brick wall; thence Westwardly and parallel with Campbell Street 58 feet; thence Southwardly and parallel with Second Street 65 feet; thence Westwardly and parallel with Campbell Street 88 feet to the Eastern line of Second Street; and thence Northwardly along said line of Second Street 158.7 feet to the point of Beginning, the same being part of Lots 1, 2 and 3 in Block 233, according to the Official Plan of the City of Wilmington, North Carolina.

SECOND TRACT: BEGINNING in the Eastern line of Second Street 115 feet Northwardly from the point where the Northern line of Red Cross Street intersects the Eastern line of North Second Street and running thence Northwardly along the Eastern line of North Second Street 50 feet; thence Eastwardly and parallel with Red Cross Street 88 feet to a brick wall, the Western line of Mrs. R.B. Davis; thence Southwardly and parallel with North Second Street 50 feet to the Northern line of Mrs. Nellie S. Worth; thence Westwardly and along her line and parallel with Red Cross Street 88 feet to the Eastern line of North Second Street, the Beginning point, the same being a part of Lots 3 and 4 in Block 233, according to the Official Plan of the City of Wilmington, North Carolina.

This deed subject to pro-rata part of 1958 City and County Taxes.

Together with all and singular, the lands, tenements, easements, and appurtenances thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the above granted and described premises together with all and singular, the rights, privileges, easements, tenements and appurtenances thereunto belonging, or in anywise appertaining unto the said parties of the second part, their heirs and assigns, in fee simple, FOREVER.

And the said party of the first part, for itself, its successors and assigns, does covenant to and with the said parties of the second part, their heirs, and assigns, that it is seized in fee of the above granted and described premises, and it has good right to sell and convey the same in fee simple; that the same is free and clear from any and all encumbrances, except pro-rata part of 1958 City and County Taxes and that it will and its successors and assigns, shall WARRANT AND DEFEND the title to the same against the lawful claims and demands of any and all persons whomsoever.