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Subject to a certain deed dated October 27, 1955, and recorded in Bok 571, at page 573, Registry of New Hanover County.

TO HAVE AND TO HOLD THE aforesaid tract or parcel of land and all privileges thereunto belonging to him the said party of the second part, and his heirs and assigns, free and discharged from all right, title, claim or interest of the said parties of the first part or anyone claiming by, through or under them.

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

Martin G. Schnibben (seal)  
Martin G. Schnibben

Esther Cole Schnibben (seal)  
Esther Cole Schnibben

Emelia S. Hinton (seal)  
Emelia S. Hinton

Oran S. Hinton (seal)  
Oran S. Hinton

H. T. Schnibben (seal)  
H. T. Schnibben

Kathleen P. Schnibben (seal)  
Kathleen P. Schnibben

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Louisa Grant Jones, a Notary Public in and for the State and County aforesaid, do hereby certify that Martin G. Schnibben and wife, Esther Cole Schnibben; and Emilia S. Hinton and husband Oran S. Hinton, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 3 day of April, 1959

Louisa Grant Jones  
Notary Public

(notarial seal) My commission expires: 5-24-59

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Louisa Grant Jones, a Notary Public in and for the State and County aforesaid, do hereby certify that H. T. Schnibben and wife, Kathleen P. Schnibben, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 3 rd day of April, 1959

Louisa Grant Jones  
Notary Public

(notarial seal) My commission expires: 5-24-59

STATE OF NORTH CAROLINA  
NEW HANOVER County

The foregoing certificate of Louisa Grant Jones, Notary Public of New Hanover County is adjudged to be correct. Let the instrument with the certificate be recorded. This the 15 day of April 1959.

Elma C. Gore, Deputy  
Clerk Superior Court

Received and recorded April 15, 1959  
at 12:50 P.M. and verified.

*H. J. Black*  
Register of Deeds

HUGH M. MORTON  
DECLARATION OF RESTRICTIONS OF  
LONG LEAF HILLS, SECTION 5

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER  
DECLARATION OF RESTRICTIONS  
OF LONG LEAF HILLS, SECTION 5

This declaration, made this 22nd day of April, 1959, by Hugh M. Morton of the City of Wilmington, County of New Hanover and State of North Carolina, hereinafter sometimes referred to as the Developer:

WITNESSETH: THAT WHEREAS, the said Hugh M. Morton has placed on record in the office of the Register of Deeds of New Hanover County a map showing an area designated as Long Leaf Hills, Section 5, lying in Harnett Township, New Hanover County, said map being duly recorded in Map Book 6 at Page 104 of the said New Hanover County Registry, and

WHEREAS, it is the desire of the said Hugh M. Morton that a uniform plan of development be carried out in respect to the lots located in said Long Leaf Hills, Section 5, as more particularly set forth on said map and designated thereon by number; and

WHEREAS, the said property is being developed by Hugh M. Morton, and it is the desire of the said Hugh M. Morton to declare and record these restrictions and to incorporate them in all conveyances hereafter by him for the said property shown on said map as if they were actually incorporated in said deeds.

NOW, THEREFORE, the said Hugh M. Morton does for himself, his heirs, administrators, executors, and assigns, hereby declare that the following restrictions apply to all lots located in the development lying in Harnett Township, known as Long Leaf Hills, Section 5, as more particularly shown by a map thereof recorded in Map book 6, page 104 of the New Hanover county Registry, and shall be binding on all parties claiming under the said Hugh M. Morton, whether the deeds for the said lots were executed and delivered prior to this declaration, or thereafter.

1. The lots in this property shall be subject to any restrictions which have been placed on the property by Hugh MacRae & Co, Inc. or any other party or parties in the chain of title thereto.

2. The lots in this section of this subdivision numbered 172 through 201 shall be used for residential purposes only and no dwelling shall be erected on any residential plot other than one detached single family dwelling not to exceed two and one-half stories in height and a one or two car garage. Tract "B" revised shall be reserved for commercial businesses provided that it shall be subject to the other restrictions set forth herein.

3. No building shall be erected nearer the front street line than 60 feet on any lot in this section of this subdivision, and no building shall be erected nearer an adjacent property line than 10 feet.

4. No lot, as shown by the official plan of 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.

5. No trailer, basement, tent, shack, garage, barn or other out-building erected on the tract shall at any time be used as a residence.

6. The design of all buildings which shall be erected or moved on to any lot will be subject to the approval of the developer or a committee appointed by the developer. Upon written request by a lot owner for approval of plans the developer or said committee shall have ten days to approve or disapprove the plans. In the event of failure to approve or disapprove within the ten days such approval will not be required provided the design of the proposed building is in harmony with the existing structures in the section. In any case with or without approval, no dwelling shall be constructed on any lot in the development with an interior area of less than 1,100 square feet. Provided that in cases in which the interior floor space falls below the minimum set out above but in which there is additional porch space and a garage under the main roof of the house the developer or the approval committee may at its option approve the construction of the dwelling as long as it is in conformity with the general development of the subdivision. All dwellings must be of wood, stone, brick, brick veneer, tile and stucco, concrete or concrete and stucco structure on asphalt shingles, and all architectural design appropriate to the subdivision. Garages on dwelling lots must be constructed of the same materials as specified for dwellings. It is the express intention of the developer to maintain in this section a uniform plan of development with respect to design, size, type, cost and general appearance of the structures to be erected on the lots therein.

7. These covenants and restrictions are to run with the land and shall be binding on all parties or persons claiming under them until May 1, 1984, after which time all covenants and restrictions herein listed may be waived or released except those specified in Paragraph 1.

8. That until such time as municipal sewerage is available, sewerage disposal shall only be by septic tank to meet the approval of the North Carolina State Board of Health.

9. It shall be the obligation of each property owner to provide, install and maintain adequate culvert or drainage pipe beneath his or her driveway as it crosses the ditch line at the front of his or her lot in order that the natural flow of drainage will not at any time be blocked along the street, and the culvert or drainage pipe must be of sufficient size to accommodate the flow of surface water in the ditch lines, and in no instance shall the said drainage pipe be less than 12 inches in diameter. (Lot # 201 shall be subject to a right of way for the purpose of drainage for a width of ten feet along the east line thereof, said right of way being shown on the recorded Map.)

10. If the parties hereto or any of them or their heirs, or 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.

11. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which will remain in full force and effect.

IN WITNESS WHEREOF, the said Hugh M. Morton has hereunto set his hand and affixed his seal the day and year first above written.

Hugh M. Morton (seal)

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

Personally appeared before me, Helen Lovering, a Notary Public in and for the State and county aforesaid, Hugh M. Morton and acknowledged the due execution of the foregoing instrument for the purposes therein stated.

Witness my hand and notarial seal this 22 day of April, 1959

(notarial seal) My commission expires: Dec. 11, 1960  
Helen Lovering  
Notary Public

STATE OF NORTH CAROLINA  
NEW HANOVER COUNTY

THE FOREGOING certificate of Helen Lovering, Notary Public of New Hanover County, is adjudged to be correct. Let the instrument with the certificate be recorded. This the 22 day of April 1959

Elma C. Gore, Deputy  
Clerk Superior Court

Received and recorded April 22, 1959  
at 12:15 P.M. and verified.

*R. J. Plash*  
Register of Deeds