

STATE OF NORTH CAROLINA,
NEW HANOVER COUNTY.

I, Virginia E. Wood, a Notary Public in and for the State and County aforesaid, do hereby certify that E. Warren Edwards and wife, Irene W. Edwards, personally appeared before me this day and acknowledged the due execution of the annexed Instrument.
Witness my hand and seal this 22nd day of September, 1955.

Notarial Seal
My comm. expires Aug. 17, 1956.

Virginia E. Woods
Notary Public.

STATE OF NORTH CAROLINA,
NEW HANOVER COUNTY.

The foregoing certificate of Virginia E. Woods, Notary Public of New Hanover County, is adjudged to be correct. Let the instrument with the certificate be recorded.
This the 23 day of Sept. 1955.

Ethel A. Brown, Deputy
Clerk Superior Court.

Received and recorded the 23rd day of
Sept. 1955 at 3-45 P.M. and verified.

R. J. Black
Register of Deeds.

RESTRICTIONS FOR "MAGNOLIA HEIGHTS SUBDIV. :
DECLARATION by : STATE OF NORTH CAROLINA :
A. A. BROWN ET UX : COUNTY OF NEW HANOVER :

RESTRICTIONS FOR "MAGNOLIA HEIGHTS" SUBDIVISION

THIS DECLARATION, Made this 23rd day of September, 1955, by Alton A. Brown and wife, Lucy Barnes Brown, of the County of New Hanover, State of North Carolina.

W I T N E S S E T H:

THAT WHEREAS, the said Alton A. Brown and wife, Lucy Barnes Brown, have placed on record in the New Hanover County Registry, a map showing an area designated as Magnolia Heights Subdivision, said area so designated lying and being in Harnett Township, County of New Hanover and State of North Carolina; and,

WHEREAS, it is the desire of Alton A. Brown and wife, Lucy Barnes Brown, for themselves, their heirs, and assigns, to declare the following restrictions which shall apply to all lots located in said subdivision known as Magnolia Heights, a map of which is recorded in New Hanover County Registry, in Map Book 6, at page 8, and these restrictions shall be binding on all parties claiming title to said lots under said Alton A. Brown and wife, Lucy Barnes Brown.

1. The lots in this subdivision 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.

2. No lot, as shown by the official plan of above 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.

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

4. No dwelling shall be constructed on any lot in the subdivision 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, aggregating 1,100 square feet or more construction of the dwelling is permitted as long as it is in conformity with the general development of the subdivision. All dwellings must be of wood, brick, brick veneer, asbestos shingle siding, concrete, concrete blocks, tile and stucco or concrete and stucco structure, and all architectural designs 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 said Alton A. Brown and wife, Lucy Barnes Brown, 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.

5. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them until January 1st, 1980, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the owners of the lots, it is agreed to change the said covenants in whole or in part.

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

7. No lot or portion thereof shall ever be sold, leased, rented or otherwise disposed of to any person of African descent.

8. 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.

9. No hogs, cattle, horses, or mules shall at any time be kept or confined on any lot or portion thereof situated in this subdivision.

10. No building shall be located on any residential building plot nearer than 50 feet to the front line or nearer than 10 feet to the side line of said building lot. Unattached garages or other outbuildings shall be located not nearer than 75 feet to the front lot line and not nearer than 5 feet to the side lot line. The restrictions contained in this Paragraph 10 shall not apply to Lot No. 5.

11. 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

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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.

12. 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 Alton A. Brown and wife, Lucy Barnes Brown have hereunto set their hands and seals on the date and year first hereinabove written.

Alton A. Brown (Seal)
Lucy Barnes Brown (Seal)

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

I, Margaret Farrar, a Notary Public in and for the State and County aforesaid, do hereby certify that Alton A. Brown and wife, Lucy Barnes Brown personally appeared before me this day and acknowledged the due execution of the foregoing and annexed Instrument for the purposes therein expressed.

WITNESS my hand and seal, this the 23rd day of September, 1955.

Notarial Seal
My comm. expires August 22nd, 1957.

Margaret Farrar,
Notary Public.

STATE OF NORTH CAROLINA,
NEW HANOVER COUNTY.

The foregoing certificate of Margaret Farrar, Notary Public of New Hanover County is adjudged to be correct. Let the instrument with the Certificate be recorded.

This the 23 day of Sept. 1955.

Ethel A. Brown, Deputy
Clerk Superior Court.

Received and recorded the 23rd day of
Sept. 1955 at 4-50 P.M. and verified.

R. J. Black
Register of Deeds.

HARGROVE BELLAMY DAVIS : STATE OF NORTH CAROLINA :
TO : COUNTY OF NEW HANOVER :
HENRY MARVIN DAVIS ET UX :
WARRANTY DEED :

THIS INDENTURE, made this the 13 day of September, 1955, by and between Hargrove Bellamy Davis (unmarried), of the County of New Hanover and State of North Carolina, party of the first part, and Henry Marvin Davis and his wife, Inez Simmons Davis, of the County of New Hanover 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 Ten (\$10.00) Dollars, and other valuable considerations to him in hand paid by the parties of the second part; the receipt whereof is hereby acknowledged, have 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, all that certain tract of land lying and being in New Hanover County, North Carolina, bounded and described as follows, to-wit:

BEGINNING at a stake in the eastern right-of-way of the Carolina Beach Road, U.S. Highway #421 leading from Wilmington, N.C. to Carolina Beach, N.C. Said stake being north twenty-three (23) degrees, twenty (20) minutes west, sixty (60.0) feet from the dividing line of Tract #7 and Tract #8 of the B. M. Wilson's Farm as recorded in the Office of the Register of Deeds New Hanover County, Book #66, Page #373, said dividing line being north twenty-three (23) degrees, twenty (20) minutes west, six hundred, thirty-eight and eight-tenths (638.8) feet from a culvert crossing said above mentioned Highway #421.

THENCE from said beginning stake north sixty-six (66) degrees, forty (40) minutes east, two hundred, fifty (250.0) feet to a stake, thence north twenty-three (23) degrees, twenty (20) minutes west, sixty (60.0) feet to a stake, thence south sixty-six (66) degrees, forty (40) minutes west, two hundred, fifty (250.0) feet to a stake in the eastern right-of-way of Highway #421, thence with the eastern right-of-way, south twenty-three (23) degrees, twenty (20) minutes east, sixty (60.0) feet to the point of beginning. Said tract being a part of Tract #7 of the B. M. Wilson Farms and as surveyed by E. M. Sears Jr., Registered Land Surveyor of Wilmington, N.C., December 1st, 1951.

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 himself, his heirs, executors and administrators does covenant to and with the said parties of the second part, their heirs and assigns, that he is seized in fee of the above granted and described premises, and he has 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 he will and his 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 party of the first part has hereunto set his hand and affixed his seal, the day and year above written.

Hargrove Bellamy Davis (Seal)

STATE OF NORTH CAROLINA,
COUNTY OF WARE.

I, F. M. Caudell, a Notary Public, in and for the State and county aforesaid, do hereby certify