

And the said parties of the first part covenant to and with the party of the second part that they are seized of the said premises in fee and have the right to convey the same in fee simple; that the same are free and clear from all encumbrances whatsoever and that they do hereby forever warrant and will forever defend the title to the same against the lawful claims of 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,

D. E. MILLINOR, Sr. (SEAL)
D. E. MILLINOR, SR.

Viola Walker Millinor (SEAL)
VIOLA WALKER MILLINOR

NORTH CAROLINA
NEW HANOVER COUNTY

I, Vernell DeVane, Asst. Clerk Superior Court of the aforesaid County and State, do hereby certify that D. E. Millinor, Sr. and wife, Viola Walker Millinor, personally appeared before me this day and acknowledged the due execution of the foregoing Instrument for the purposes therein expressed.

Witness my hand this the 23rd day of August, 1963. Let the said Instrument with certificate be recorded.

Drawn by Robert D. Wheeler, Atty. Grifton, N. C.

Vernell DeVane
Asst. Clerk Superior Court

Received and Recorded, August 23, 1963
at 1:20 P. M., and Verified

Ada McArthur
Register of Deeds

B. C. IVEY ET UX : STATE OF NORTH CAROLINA
DECLARATION OF RESTRICTIONS : COUNTY OF NEW HANOVER
OF NORTHWOOD ESTATES :

DECLARATION OF RESTRICTIONS OF
NORTHWOOD ESTATES

KNOW ALL MEN BY THESE PRESENTS, that we, B. C. Ivey and wife, Nancy Y. Ivey, of the County of New Hanover, in the State of North Carolina, who are the owners of all of the lots in that certain subdivision known, or to be known, as Northwood Estates located in Harnett Township, New Hanover County, North Carolina, and shown on a Map or Plat of said subdivision which has been duly filed for record in the Office of the Register of Deeds of New Hanover County, and is recorded in Map Book B, at Page 19, of said Registry, in order to promote a uniform and harmonious development of said subdivision, do hereby covenant and agree to and with all persons, firms or corporations now owning or hereafter acquiring any of the lots in said subdivision; that the use of all of said lots is hereby made subject to the following restrictions or restrictive covenants, which shall run with the land and be binding upon all persons owning property in said subdivision, to-wit:

1. No lot or lots shall be put to any use other than for residential purposes. No portion of any lot or lots shall be used for a roadway either public or private, except that a portion of any lot may be used as a driveway incidental to the normal use of such lot for residential purposes.
2. No building shall be erected, altered, placed upon, 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. No such garage shall be more than one story in height and shall not be used for living quarters of any kind, either for guests, members of a family or servants, and the construction or maintenance of so-called "garage apartments" on any lots is expressly prohibited.
3. The design, placement, and specifications of all buildings which shall be erected on any lot will be subject to the approval of the developer and owner of the subdivision, or his designee.
4. No dwelling containing less than nine hundred fifty square feet (950 sq. ft.) of floor space of living area, excluding garages, carports and porches, shall be permitted on any lot. Detached garages on dwelling lots must be constructed of the same materials as specified for the dwelling.
5. No building or structure of any kind shall be located on any lot nearer than ten feet from any side line or nearer than fifty feet from the front or street line. For any lot having a street line on more than one side, the side having the least street frontage shall be considered the front street line.
6. No culvert or pipe shall be placed in any street or road ditch or drain unless it in all respects meets the standards set by the State Highway and Public Works Commission, and such installation must be accepted or approved by such Commission or its resident engineer so that said streets and roads shall at all times be acceptable as a part of the State Highway System.
7. No commercial trade or activity or any noxious trade or activity whatsoever shall be carried on upon any lot, nor shall anything be done hereon which may be, or may become, an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, mobile home, tent, shack, garage, garage apartment, barn or other outbuilding shall be used on any lot as a residence, either temporarily or permanently, either for the owners of said lot, tenants, servants or any other persons.
9. There shall be at least five (5) lots separating houses of similar outside appearance.
10. No hogs, cattle, sheep, goats, horses, poultry or other livestock shall be raised, bred or kept on any lot, however, dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
11. No lot or area shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such materials may not be kept on any lots, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
12. No surface closets or out-houses shall be kept or maintained on any lot, and sewage disposal shall be by septic tank only, which shall comply with the requirements of the North Carolina State Board of Health, until such time as a general sewage disposal system may be installed.
13. There shall be no change in the layout of any lot or lots as shown on the map above referred to, and no lot shall be subdivided unless such part of a subdivided lot becomes a part of a whole lot, and the remaining part

of such subdivided lot becomes a part of another whole lot,

14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument in writing, signed by the owner of or owners of a majority in amount of the lots in said subdivision is recorded which changes said covenants in whole or in part. Any person or corporation owning any lot or lots in said subdivision shall have the right and authority to bring appropriate legal proceedings to prevent or stop violation of these restrictive covenants, and/or recover damages for such violation or violations.

15. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this the 23rd day of August, 1963.

B. C. Ivey (SEAL)

Nancy Y. Ivey (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Daniel B. Hardee, a Notary Public in and for the State and County aforesaid, do hereby certify that B. C. Ivey and wife, Nancy Y. Ivey, 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 23rd day of August, 1963.

Notarial Seal
My commission expires: 4/12/64

Daniel B. Hardee
Notary Public

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The Foregoing Certificate of Daniel B. Hardee Notary Public of New Hanover County, is adjudged to be correct. Let the instrument with the Certificate be recorded. This the 23 day of Aug., 1963.

Dr. by G. U. Humphrey.

Ethel A. Brown
Dy. Clerk Superior Court

Received and Recorded, August 23, 1963
at 3:00 P. M., and Verified

Ada McCallister
Register of Deeds

ASSOCIATES DISCOUNT CORPORATION :
TO : STATEMENT OF TRUST RECEIPT FINANCING
HARRY DOBBINS ET AL :
STATEMENT OF TRUST RECEIPT FINANCING : The entruster, Associates Discount Corporation, whose mailing address
.....withing this State is at _____ and whose mailing address outside this
State is 9401 West Grand Ave., Franklin Park, Ill. is or expects to be engaged in financing under trust receipt
transactions the acquisition by the trustee, Dobbins Appliance Center whose mailing address within this State is
302 Chestnut St., Wilmington, N. C. and which also has a mailing address and place of business at of goods of the
following description:

RADIO SETS, TELEVISION RECEIVERS, RECORD PLAYERS OR COMBINATION THEREOF

WITNESSED:

Neil S. Bolton

Dobbins Appl. Center Trustee
(Dealer)

Dated August 22, 1963

By Harry Dobbins, Owner
(Signature of Owner, Officer or Firm Member)

ASSOCIATES DISCOUNT CORPORATION
(Finance Company) Entruster

By Gelatia E. Godfrey
(Authorized Agent)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Mary Whitson, a notary public in and for said county and state, do hereby certify that Dobbins Appl. Center By Harry Dobbins, trustee in the within Statement of Trust Receipt Financing, personally appeared before me this day and acknowledged the due execution thereof as his voluntary act and deed.

Witness my hand and notarial seal this 24th day of August 1963.

Notarial Seal
My commission expires 4th day of August 1965.

Mary Whitson
Notary Public

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The Foregoing Certificate of Mary Whitson Notary Public of Mecklenburg County is adjudged to be correct. Let the Instrument with the Certificate be recorded. This the 28 day of Aug. 1963.

Ethel A. Brown
Dy. Clerk Superior Court

Received and Recorded August 28, 1963
at 10:25 A. M., and Verified.

Ada McCallister
Register of Deeds