

THE OLEANDER COMPANY : STATE OF NORTH CAROLINA :  
 TO : COUNTY OF NEW HANOVER :  
 ELBERT C. ANDERSON, ET UX :  
 DEED :

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 THIS INDENTURE, made this 21 day of June, 1955,  
 by and between THE OLEANDER COMPANY, a co-partner-  
 ship of the County of New Hanover, State of North Carolina, party of the first part, and  
 ELBERT C. ANDERSON and wife, MILDRED M. ANDERSON, of the County of New Hanover, State of  
 North Carolina, parties of the second part;

WITNESSETH: 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 here-  
 by 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 or parcel of  
 land situate, lying and being in the County of New Hanover, State of North Carolina, and  
 more particularly described as follows:

BEGINNING at a point in the Western line of Forest Hills Drive, said point being South  
 3 degrees 16 minutes West 77.3 feet from the dividing line of Lots 850 and 851 according  
 to a map of Extension of Oleander recorded in Map Book 6 at Page 2 of the New Hanover  
 County Registry, and running thence from said beginning point and parallel to the said  
 dividing line of Lots 850 and 851 South 83 degrees 06 minutes West 125.1 feet to a point  
 in the center line of a ditch, the Western line of said Lot 850; running thence along  
 said Western line of Lot 850 and 851 North 19 degrees 24 minutes West 4.3 feet and North  
 33 degrees 59 minutes West 133.4 feet to the Southwestern corner of J. J. Burney Jr.'s  
 Lot; running thence along his Southern line North 83 degrees 06 minutes East 208.9 feet  
 to a point on a curve in the Southern line of said Forest Hills Drive; running thence  
 Southwardly along said Drive and curve approximately 5.5 feet to the end of said curve;  
 running thence along said Drive South 3 degrees 16 minutes West 119.5 feet to the point  
 of beginning, the same being the Northern portion of Lot 850 and the Southern portion of  
 Lot 851 of said Extension of Oleander.

SUBJECT, HOWEVER, to taxes for the year 1955 which the Purchasers assume and hereby  
 agree to pay. Subject, also, to restrictions of record covering said sub-division duly  
 recorded in the Registry of New Hanover County in Book 566, Page 290.  
 together with all and singular, the lands, tenements, easements and appurtenances  
 thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the above 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 that it has good  
 right to sell and convey the same in fee simple, that the same are free and clear from  
 any and all encumbrances, except taxes for the year 1955 which the Purchasers hereby  
 assume and agree to pay, 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 persons  
 whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be  
 signed by an authorized general partner and its seal hereto affixed the day and year  
 first above written.

U. S. Doc. Stamps \$3.85

THE OLEANDER COMPANY  
 By: Hugh MacRae II (SEAL)  
 Partner

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, who says that he is a partner of THE OLEANDER COMPANY,  
 and as such partner is authorized to execute the foregoing instrument, and does hereby  
 acknowledge said due execution thereof for the intents and purposes therein expressed.

WITNESS my hand and seal, this \_\_\_\_\_ day of June, 1955.

Notarial Seal  
 My commission expires: April 25, 1957

Betty Lord  
 Notary Public

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 24 day of  
 June 1955.

Ethel A. Brown  
 Dy. Clerk Superior Court

Received and recorded June 24, 1955  
 at 2:45 P. M. and verified.

*[Signature]*  
 Register of Deeds

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 RESTRICTIONS FOR CAMELLIA HEIGHTS : STATE OF NORTH CAROLINA : RESTRICTIONS FOR  
 J. R. HINES, ET UX : COUNTY OF NEW HANOVER : CAMELLIA HEIGHTS  
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THIS DECLARATION, Made this 24 day of June,  
 1955, by J. R. Hines and wife, Texie W. Hines.

WITNESSETH: THAT WHEREAS, the said J. R. Hines and wife, Texie W. Hines, have placed  
 on record in the New Hanover County Registry, a map showing an area designated as CAMELLIA  
 HEIGHTS, and 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 J. R. Hines and wife, Texie W. Hines, for themselves,  
 their heirs and assigns to declare the following restrictions which shall apply to all lots

located in the said subdivision known as Camellia Heights, a map of which is recorded in the New Hanover County Registry and these restrictions shall be binding on all parties claiming title to said lots under said J. R. Hines and wife, Texie W. Hines:

1. All lots shall be known as residential lots. No Structure shall be erected, altered, placed or permitted to remain on any residential building plot 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 residential use of the plot including servants quarters. A garage apartment may be built with or after the dwelling, but not before.

2. No building shall be located on any residential building plot nearer than 35 feet to the front line nor nearer than 10 feet to the side line for one story structures nor nearer than 15 feet to the side line for a two story structure. 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 side lot line.

3. No noxious or offensive trade or activity shall be carried on or maintained upon 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. No domesticated farm animals or fowls shall be kept on the property other than chickens and saddle horses, not to exceed two saddle horses, and the word "chicken" not to be interpreted to permit the operation of a chicken farm. This provision shall not be construed to prohibit the keeping of dogs or other household pets.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence not shall any structure of a temporary character be used as a residence. A house trailer may be kept upon the property after a residence has been constructed.

5. No main dwelling shall be erected on any lot herein which shall cost in the aggregate less than the sum of \$5,000.00. The minimum floor area of each dwelling shall be 800 square feet, excluding porches, garage, terrace, outbuilding and garage apartments. The floor area for garage apartments shall be a minimum of 400 square feet.

6. Until such time as a sewage system is available, such disposal shall only be by septic tank to meet the approval of the North Carolina State Board of Health. As soon as a sewage system is available, sewage disposal shall only be by said system.

7. The plans for all dwellings and structures incidental to the use of the lots shall be submitted to the developer or an appointed representative for approval. Plans not acted upon for 30 days shall be approved.

8. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them until January 1, 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.

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

10. 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, J. R. Hines and wife, Texie W. Hines, do hereunto set their hands and seals, the day and year first above written.

J. R. Hines (SEAL)  
Texie W. Hines (SEAL)

STATE OF NORTH CAROLINA :  
COUNTY OF NEW HANOVER :

I, Margaree E. Murray, a Notary Public in and for the County and State aforesaid, do hereby certify that J. R. Hines and wife, Texie W. Hines, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal, this 24 day of June, 1955.

Notarial Seal  
My Commission Expires: 2/18/57

Margaree E. Murray  
Notary Public

STATE OF NORTH CAROLINA  
NEW HANOVER COUNTY

The Foregoing Certificate of Margaree E. Murray, Notary Public of New Hanover County, is adjudged to be correct. Let the instrument with the Certificate be recorded. This the 24 day of June 1955.

Ethel A. Brown  
Dy. Clerk Superior Court

Received and recorded June 24, 1955  
at 2:45 P. M. and verified.

*N. L. Slack*  
Register of Deeds

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WILLETTS REALTY COMPANY INC. :  
TO :  
WILLIAM K. RHODES, JR. :  
DEED :  
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STATE OF NORTH CAROLINA:  
COUNTY OF NEW HANOVER :

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THIS INDENTURE, made this 21st day of June, 1955, by and between Willetts Realty Company, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Wilmington, County of New Hanover, State of North Carolina, party of the first part, and William K. Rhodes, Jr., of the County of New Hanover, State of North Carolina, parties of the second part.