

Together with the right and privilege to use the utilities as now in use to wit: water and sewage disposal located on the property of E.L. Rogers and wife, Lucy J. Rogers, for which the parties of the second part shall pay the minimum fee, charged for such water, of \$2.00 per month.

Being the same tract conveyed in Book 486 at Page 54 of the New Hanover County Registry.

TOGETHER with all and singular the tenements, hereditaments and appurtenances unto the same belonging or in anywise thereunto appertaining.

TO HAVE AND TO HOLD the aforegranted and above described tract or parcel of land, together with all and singular the tenements, hereditaments and appurtenances unto the same belonging unto the said parties of the second part, their heirs and assigns, in fee simple forever.

AND the said parties of the first part for themselves, their heirs, executors and administrators do hereby covenant to and with the said parties of the second part, their heirs, executors, administrators and assigns, that they, the said parties of the first part, are lawfully seized in fee simple of the aforegranted and above described tract or parcel of land, and have good right, full power and lawful authority to convey the same in manner aforesaid, that the same is free, clear and discharged of and from any and all encumbrances whatsoever and that they will and their heirs, executors and administrators shall forever Warrant and Defend, the title to the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals, the day and year first above written.

S.L. Alexander (SEAL)

Katharine A. Alexander (SEAL)

(\$6.05 US Doc stamps)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Louisa Grant Jones, a Notary Public in and for the County and State aforesaid, do hereby certify that S.L. Alexander and wife, Katharine A. Alexander, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this the 9th day of November 1959.

Louisa Grant Jones, Notary Public.

(Notarial Seal)

My com expires 5-24-61

STATE OF NORTH CAROLINA,
NEW HANOVER COUNTY.

The Foregoing Certificate of Louisa Grant Jones a Notary Public of New Hanover County is adjudged to be correct. Let the instrument with the Certificates be recorded. This the 9 day of Nov. 1959. Drawn by Bellamy & Bellamy

James H. Adams, Notary Public.

Received and recorded the 9th day of November 1959 at 4-45 P.M. and verified.

N. J. Black
Register of Deeds.

HERMAN I SUMMERLIN ET AL

RIDGEWOOD HEIGHTS

DECLARATION OF RESTRICTIONS

DECLARATION OF RESTRICTIONS

THE undersigned have placed on record in the office of Register of Deeds of New Hanover County a map showing an area designated as Ridgewood Heights, lying in Harnett Township, New Hanover County, North Carolina, said map having been prepared by Davis and Blomme, Registered Surveyors, and recorded in Map Book 7, at Page 12, of the New Hanover County Registry, It is the desire of the undersigned that a uniform plan of development be carried out in respect to the lots located in said Ridgewood Heights Subdivision, and that all of the said lots as more particularly set forth on said map and designated thereon by number be developed in conformity with the other lots in said Subdivision.

NOW THEREFORE, the undersigned Herman I Summerlin and wife, Frances Summerlin, being the owners of all of the lots and land in the said Ridgewood Heights Subdivision do for themselves and their heirs, administrators, executors, and assigns hereby declare that the following restrictive covenants shall apply to all lots located in the development lying in Harnett Township, New Hanover County, North Carolina, known as Ridgewood Heights Subdivision as the same is more particularly shown by a map thereof prepared by Davis & Blomme, Registered Surveyors and recorded in Map Book 7 at Page 12, of the New Hanover County Registry, and the same shall be binding on all parties claiming under the undersigned, whether the deeds for the said lots were executed and delivered prior to this declaration or thereafter:

1. No lot or lots shall be put to any use other than for residential purposes, and no lot or portion thereof, shall be used as a public or private street or roadway, except that a portion of any lot may be used as a driveway incidental to the normal use of said lot for residential purposes, with the sole exception of Lots 7 and 19, which may be used either for residential purposes or for use as a public or private street or roadway, but for no other purposes.
2. No building shall be erected, altered, placed upon, or permitted to remain on any lot other than one detached single dwelling, not to exceed two stories in height, and a private garage for not more than two cars.
3. No dwelling costing less than Eight Thousand Dollars shall be permitted on any lot nor shall any house containing less than one thousand square feet of floor space be permitted on any lot.
4. No building shall be located on any lot nearer than 40 feet to the front line, or

nearer than 8 feet to any side line, or nearer than 10 feet to a side line when said side line is a street line.

5. No lot or lots shall be put to any commercial use, and no obnoxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an unreasonable annoyance or nuisance to the neighborhood.

6. No structure or a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot as a residence, either temporary or permanent; however, this shall not prohibit the maintenance of living quarters for servants above a garage when the main building has been completed. Once the construction of any house, dwelling, or other structure on any lot has been commenced, the same shall be completed within five months of the date that construction is first started.

7. No lot shall be used for or maintained as a dumping ground for rubbish, trash, garbage or other waste, and rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, No surface closets shall be kept or maintained on any lot., and sewerage disposal shall only be by septic tank, which shall comply with the requirements of the North Carolina State Board of Health, until such time as a general sewerage disposal system may be installed.

8. The layout of lots as shown on the map of the subdivision shall be adhered to, and no lot shall be resubdivided 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.

9. 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 twenty five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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 for 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 shall remain in full force and effect.

IN WITNESS WHEREOF, the said Herman I Summerlin and wife, Frances Summerlin, have hereunto set their hands and affixed their seals, this the 28th day of September 1959.

Herman I Summerlin (SEAD)

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

Frances Summerlin (SEAL)

I, T.A. Crews a Notary Public in and for the State and County aforesaid, do hereby certify that Herman I. Summerlin and wife, Frances Summerlin, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 28th day of September 1959,

(Notarial Seal) T.A. Crews, Notary Public.

My commission expires: 11-21-59

STATE OF NORTH CAROLINA,
NEW HANOVER COUNTY.

The Foregoing Certificate of T.A. Crews, a Notary Public of New Hanover County, is adjudged to be correct. Let the instrument with the Certificates be recorded. This the 13 day of Nov. 1959. Drawn by Elkins and Calder.

Received and recorded the 13th day of November 1959 at 9-45 A.M. and verified. Ethel A. Brown, Dy Clerk of Superior Court.

[Signature]
Register of Deeds.

CHAS. W. MCCOY ET AL :
TO : STATE OF NORTH CAROLINA,
W.A. FONVIELLE, JR AND WIFE : COUNTY OF NEW HANOVER. DEED
DEED :

THIS INDENTURE, Made this 15 day of October, 1959, by and between Charles W. McCoy, and wife, Johnnie Mae McCoy, of the County of Duval, State of Florida; Willie J. McCoy and wife, Agnes McCoy, of the County of Dade, State of Florida and Josephine McCoy Terrell and husband, John Terrell, of the Borough of Brooklyn, State of New York, of the first part, and W.A. Fonvielle, Jr., and wife, Margaret F. Fonvielle, of the County of New Hanover, State of North Carolina, of the second part:

WITNESSETH: THAT WHEREAS, G.W. McKoy and wife, Daisy E. McKoy, are both deceased, having died without leaving any will; and Whereas, Charles W. McCoy, Willie J. McCoy and Josephine McCoy Terrell, are the children and only surviving heirs of the said G.W. McKoy and wife, Daisy E. McKoy;

NOW, THEREFORE, the said parties of the first part, for and in consideration of the sum of Ten Dollars, and other valuable considerations to them in hand paid by the said parties