

his hand and seal on this the day and year first herein written.

U.S. Doc. Stamps \$6.60

Wm. B. Campbell, Trustee (Seal)
Wm. B. Campbell, Trustee

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

I, Edwina Mial Dewey, a Notary Public in and for the State and County aforesaid, do hereby certify that Wm. B. Campbell, Trustee, 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 Notarial Seal, this the 21 day of May, 1955.

Notarial Seal
My comm. expires 2/26/57.

Edwina Mial Dewey
Notary Public.

STATE OF NORTH CAROLINA,
NEW HANOVER COUNTY.

The foregoing certificate of Edwina Mial Dewey, Notary Public of New Hanover County, is adjudged to be correct. Let the instrument with the certificate be recorded.

This the 9 day of June, 1955.

Kthel A. Brown, Deputy
Clerk Superior Court.

Received and recorded the 9th day of
June 1955 at 3-45 P.M. and verified.

R. L. Black
Register of Deeds.

WILMINGTON REALTY & MORTGAGE CO.,
DECLARATION OF RESTRICTIONS

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER : DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Wilmington Realty and Mortgage Company, a corporation organized and existing under the laws of the State of North Carolina, is the owner of all of the lots in Wood Acres, a subdivision situate in Harnett Township, County of New Hanover, State of North Carolina, which said subdivision is delineated upon the official map thereof recorded in Map Book 5, at page 123, of the Records of New Hanover County; and

WHEREAS, the Wilmington Realty and Mortgage Company has caused to be recorded certain restrictions affecting all lots in Wood Acres, which restrictions have been duly recorded in Book 528 page 569, of the Records of New Hanover County; and

WHEREAS, none of said lots have been sold nor has anyone acquired an interest in the said subdivision known as Wood Acres except Esther Naomi Yopp, Trustee for Naomi M. Yopp, who holds a deed of trust upon Lots 20 to 33, both inclusive, as said lots are shown on said official map of said subdivision, which deed of trust is recorded in Book 565, page 308, of the Records of New Hanover County; and

WHEREAS, Wilmington Realty and Mortgage Company desires to amend said restrictions and to that end this Declaration of Restrictions is to be executed by Esther Naomi Yopp, Trustee, and Naomi M. Yopp; and

WHEREAS, the corporation for the benefit of purchasers of lots in Wood Acres, their heirs and assigns, desires to subject the said lots in said subdivision to the respective restrictions hereinafter set forth.

NOW, THEREFORE, the Wilmington Realty and Mortgage Company does hereby covenant and agree to and with all persons, firms or corporations hereafter acquiring lots in Wood Acres, their heirs, successors and assigns, that the lots as shown on the official map of Wood Acres are hereby subjected to the following restrictions hereinafter made applicable to all of said lots in said subdivision as to the respective uses thereof, such restrictions to run with said lots by whomsoever owned, to-wit:

1. The residential area covenants, in their entirety, shall apply to all lots.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
3. No dwelling shall be permitted on any lot at a cost of less than \$8,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, and not less than 800 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the minimum building set back line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
5. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 square feet.
6. Easements for installation and maintenance of drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time, as a residence either temporarily or permanently.

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 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

10. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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.

The Declaration of Restrictions herein first above referred to as being recorded in Book 528, Page 569, of the Records of New Hanover County, are hereby cancelled, annulled and vacated, and the restrictions contained in this Declaration shall be the sole restrictions affecting said property and to the extent herein provided. Esther Naomi Yopp, Trustee, and Naomi M. Yopp execute this Declaration of Restrictions for the purpose of agreeing to the cancellation, annulment and vacating of the prior restrictions placed against said property as hereinabove referred to.

IN WITNESS WHEREOF, the Wilmington Realty and Mortgage Company has caused this instrument to be executed in its corporate name by its President, attested by its Secretary and its corporate seal to be hereunto affixed, by order of the Board of Directors of said corporation, and Esther Naomi Yopp, Trustee, and Naomi M. Yopp, have hereunto set their hands and seals; all this 24th day of June, 1955.

Corporate Seal
Attest: Warren J. Hodges
Secretary.

WILMINGTON REALTY AND MORTGAGE COMPANY,
By- Robert E. Hayes
President.

Esther Naomi Yopp, Trustee (Seal)
Naomi M. Yopp, (Seal)

STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

This 24th day of June, 1955, personally came before me, Margaret Farrar, a Notary Public in and for the State and County aforesaid, Warren J. Hodges, who being by me duly sworn, says that he knows the common seal of Wilmington Realty and Mortgage Company, and is acquainted with Robert E. Hayes who is President of the said corporation, and that he, the said Warren J. Hodges, is the Secretary of the said corporation and saw the said President sign the foregoing instrument and saw the said common seal of said corporation affixed to said instrument by said President, and that he, the said Warren J. Hodges signed his name in attestation of the execution of said instrument in the presence of said President of said corporation.

Witness my hand and Notarial Seal, this 24th day of June, 1955.

Notarial Seal
My comm. expires August 5th, 1955.

Margaret Farrar,
Notary Public.

STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

I, Beatrice Jane Davis, a Notary Public in and for the State and County aforesaid, do hereby certify that this day personally came before me Esther Naomi Yopp, Trustee, and Naomi M. Yopp, and each acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this 24th day of of June, 1955.

Notarial Seal
My comm. expires April 27, 1957.

Beatrice Jane Davis
Notary Public.

STATE OF NORTH CAROLINA :
NEW HANOVER COUNTY :

The foregoing certificates of Margaret Farrar and Beatrice Jane Davis, Notaries Public of New Hanover County, are adjudged to be correct. Let the instrument with the certificates be recorded.

This the 24 day of June, 1955.

Ethel A. Brown, Deputy
Clerk Superior Court.

Received and recorded the 24th day of June 1955 at 4-45 P.M. and verified.

N. L. Black
Register of Deeds.

WILMINGTON REALTY AND MORTGAGE CO. :
TO :
CAROLINA POWER & LIGHT CO. :
EASEMENT :

STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

KNOW ALL MEN BY THESE

PRESENTS, That Wilmington Realty and Mortgage Company, a corporation, Grantor, in consideration of the sum of \$10.00 to it in hand paid by the Carolina Power & light Company, the receipt whereof is hereby acknowledged, do hereby grant unto the Carolina Power & Light Company, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or parcel of land situate in the above named County and State, and known as Wood Acres, as shown upon the official map thereof recorded in Map Book 5, at page 123, of the Records of New Hanover County, and to construct, maintain and operate in, upon and through said premises, in a proper manner, with poles, wires and other necessary apparatus and appliances, a line for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon; and the right to permit the attachment of and/or carry in conduits wires and cables of any other company or person; together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way,