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KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned, THOMAS E. TURLINGTON, SR. (hereinafter "the Developer"), is the owner of all the interest and equity of Lots #1 through 13, inclusive, of MCCORMICK PLACE as shown on the map thereof duly recorded in Map Book 32 at Page 335, New Hanover County Registry; and it is the desire of the Developer, for himself, his heirs and assigns, to declare the following restrictive covenants, which shall apply to the aforesaid lots in McCormick Place.

NOW, THEREFORE, the Developer hereby covenants, agrees and declares to and with all persons, firms or corporations now owning or hereafter acquiring any of the aforesaid lots in McCormick Place as shown on the aforementioned map that said lots are hereby made subject to the following restrictions as to the use thereof:

1. The aforesaid lots shall be known as single-family residential lots and shall be used for residential purposes only.
2. None of said lots shall be resubdivided unless each part of the subdivided lot becomes a part of another contiguous whole lot.
3. No dwelling located on any of said lots shall have less than 720 square feet, when measured by exterior foundation, which square footage shall be exclusive of porches, decks, breezeways, steps, walks, garages, carports, storage areas, etc.
4. No mobile home or house trailer shall be located on any lot which is less than 12 feet wide and 60 feet long. Only a commercially built mobile home or house trailer shall be permitted, except as otherwise approved in writing by the Developer. No mobile home more than 6 years old from the date of the recording of this instrument shall be permitted unless waived in writing by the Developer or his assigns. All mobile homes shall be underpinned with materials approved by the New Hanover County Building Inspections Department and constructed on permanent foundations.
5. No part of any residence erected on any of said lots shall be nearer than 35 feet to the front street line and 20 feet to the rear property lines of said lot, nor nearer than 10 feet to any side boundary line or 20 feet to any adjacent residential structure; provided, however, if the owner of two or more contiguous lots shall elect to use them for one residence, the boundary line or lines between the lots so used shall not be regarded as side boundary lines of said lots.
6. It shall be the obligation of the lot owner to provide, install and maintain adequate culvert or drain pipe beneath his driveway as it crosses the ditch line at the front of his lot in order

that the natural flow of drainage will not at any time be blocked along the street. The culvert or drainage pipe must include a headwall and be of sufficient size to accommodate the flow of surface water in the ditch line. In no instance shall said drainage pipe be less than 15 inches in diameter, and said pipe shall be installed prior to construction or installation of any dwelling on said lot.

7. The Developer shall have no responsibility for maintaining any drainage easements in the Subdivision. All such maintenance shall be the responsibility of the purchaser of a lot, his heirs, successors and assigns. Within any easements reserved to the Developer, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of drainage channels in any such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The Developer may, however, from time to time and at his sole discretion (without any obligation to do so), clean and maintain any drainage easement shown on the aforesaid map.

8. No unsightly inoperative junk cars, appliances, boats, wreckage or like eyesores or other junk can be maintained on any lot, either prior to or after the residence has been erected. All homes, mobile homes and outbuildings shall be maintained in an orderly and neat fashion, and all lots shall be kept free of all trash and unsightly debris by the lot owner. Any lot not properly maintained may be cleaned up at the owner's expense, and the cost thereof shall be treated as a lien against the lot until paid.

9. No noxious or offensive trade or activity shall be carried on or maintained on 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.

10. No horses, cattle, swine or other livestock, or poultry or animals of any kind shall be raised, boarded or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, boarded or maintained for any commercial purpose.

11. If any owner of any of said lots, or his heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person(s) owning any real property situate in said Subdivision to prosecute any proceedings at law or in equity against the person(s) violating or attempting to violate any such covenants, and either to prevent him or them from doing so or to recover damages or other dues for such violation.

12. Invalidation of any one or more of these covenants by judgment or court order shall not be deemed to affect any of the other provisions hereof, which shall remain in full force and effect.

13. The Developer reserves the right to subject said lots to

a contract with Carolina Power and Light Company for the installation of street lighting, which will require a continuing monthly payment to Carolina Power and Light Company by the owner of each lot.

14. Electrical power lines on each lot shall be installed underground from Carolina Power and Light Company utility poles to the base of the meter.

15. Maintenance, repair, replacement and improvement of the private road providing access to said lots shall be subject to the terms and conditions of a Road Maintenance Agreement to be executed by the owners of the property adjoining said road.

16. These covenants and restrictions shall run with the land and shall be binding on all lot owners for a period of twenty (20) years from the date hereof, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless by vote of the majority of the then owners of said lots, not under legal disability, it is agreed to revoke or amend the same.

IN WITNESS WHEREOF, the undersigned Developer has signed and sealed this instrument the day and year first above written.

RECORDED & VERIFIED
REBECCA T. CHRISTIAN
REGISTER OF DEEDS
NEW HANOVER CO. NC

Thomas E. Turlington, Sr. (SEAL)
Thomas E. Turlington, Sr.

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NORTH CAROLINA
SAMPSON COUNTY

I, Lisa H. King, a Notary Public, do hereby certify that THOMAS E. TURLINGTON, SR., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 13rd day of November, 1992.



(SEAL)

Lisa H. King
Notary Public

My Commission Expires: 12-27-94

STATE OF NORTH CAROLINA
New Hanover County
The Foregoing / Annexed Certificate(s) of

Lisa H. King

Notary (Notaries) Public is/ are certified to be correct.

RP\M92-556.D01

This the 10th day of DEC. 1992

Mary Sue Oots, Register of deeds

by Linda P. Alton
Deputy / Assistant