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RECORDED AND VERIFIED
MAP & DEEDS
REGISTER OF DEEDS
NEW HANOVER CO. NC.

BOOK PAGE AND
1825 0768 RESERVATION OF EASEMENTS

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FOR
WILMINGTON MEDICAL PARK

THIS DECLARATION, made this 19th day of October, 1994, by
CAMERON COMPANY LIMITED PARTNERSHIP, a North Carolina limited
partnership (hereinafter called the "Developer").

W I T N E S S E T H:

Whereas, the Developer is developing Wilmington Medical Park
(hereinafter called the "Medical Park"); and

Whereas, the Developer has placed on record in the New
Hanover County Registry, a map showing one of the lots in the
Medical Park, said property lying and being in the City of
Wilmington, North Carolina, which map is recorded in Map Book 34,
Page 141 of the New Hanover County Registry; and

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Whereas, the Developer may place on record in said Registry
additional maps showing additional lots and/or extensions of the
Medical Park; and

Whereas, the Developer, for itself, its successors and
assigns, desires to declare the following restrictions and
covenants which shall apply to and be binding upon all lots now
or hereafter included in the Medical Park by the Developer; and

Whereas, the Developer, for itself, its successors and
assigns, desires to reserve certain easements in or on the lots
now or hereafter included in the Medical Park.

Now, therefore, the Developer hereby declares that the
following restrictions and covenants, and the following
reservation of easements, shall apply to all lots now or
hereafter included in the Medical Park:

1. No buildings, fences, structures, landscaping or other improvements shall be erected, made, placed or altered on any lot or property, until the proposed plans, specifications, exterior finishes, site plan showing the location of such buildings, structures, landscaping or improvements and the construction schedule shall have been submitted to and approved in writing by the Developer.
2. Construction activity on each lot shall be confined within the boundaries of such lot. Each owner shall have

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the obligation to collect and dispose of all rubbish and trash resulting from construction on his lot. Upon an owner's failure to collect and dispose of such rubbish and trash within thirty days after receipt of written notice from the Developer, the Developer may collect and dispose of such rubbish and trash at the lot owner's expense.

3. No animals shall be kept in exterior pens or enclosures on any lot at any time. Any animals kept on any lot shall be kept inside the building or buildings on such lot, except when accompanied outside by a person.

4. There shall be no street, alley, driveway, easement, or other access across any lot (or any part of a lot) in the Medical Park, to or from another street, alley, driveway, or easement, to or from another lot in the Medical Park owned by another entity, or to or from property not located in the Medical Park. Provided, this restriction shall not prevent the owner of two or more lots in the Medical Park from having driveways across one or more of his lots for access to his other lot or lots in the Medical Park, nor shall it prevent the owners of lots adjoining South Wilmington Place (as shown on map recorded in Map Book 34, Page 141 of the New Hanover County Registry) from having private driveways for access to and from Wellington Avenue, provided said private driveways are not used for through access to or from another street, alley, driveway, or easement, to or from another lot in the Medical Park owned by another entity, or to or from property not located in the Medical Park. This restriction shall not apply to streets shown on maps of the Medical Park, or any part thereof, recorded by the Developer, regardless of whether such street was previously platted as a lot or part of a lot.

5. No trailer or other structure of a temporary kind shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by a contractor during construction of improvements on the lot, it being understood that these latter temporary shelters may not remain on the lot after construction is completed.

6. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within the main structure, within a screened area, or buried underground.

7. It shall be the responsibility of each lot owner or owners to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which would tend to substantially decrease the appearance of the Medical Park as a whole or the specific area.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance. There shall not be maintained any plants, device, or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, or unpleasant.

9. No lot, as originally conveyed by the Developer, shall be subdivided, or its boundary lines changed, except with the prior written consent of the Developer. The Developer reserves unto itself the uncontrolled right to subdivide, replat and/or recombine any lot or lots or property owned by the Developer and shown on any recorded map or maps of the Medical Park or any part or extension thereof, which replatting may include, but need not be limited to, the relocation of lot or property boundary lines, streets, easements, and rights of way.

10. The Developer hereby reserves, and shall have the right to assess the lots in the Medical Park for the expenses of administering, operating, managing and maintaining the entry way to the Medical Park. The Developer hereby reserves, and is hereby granted, a lien upon each lot, which lien shall secure the funds due for all assessments levied against the lot for administering, operating, managing and maintaining the entry way to the Medical Park. Such lien may be foreclosed, in the same manner that real estate deeds of trust or mortgages may be foreclosed in the State of North Carolina, by suit, or otherwise as allowed by law. All persons who shall acquire any interest in any lot in the Medical Park, or any extensions of the Medical Park, or who may be given or acquire a mortgage, deed of trust, lien, or other encumbrance thereon, are hereby placed on notice of the lien hereby reserved by and granted to the Developer, and shall acquire such interest expressly subject to such lien. All such assessments shall be assessed at a uniform rate per acre.

11. The above restrictions and covenants shall run with the land and shall be binding on all parties and persons claiming, owning or in possession of property in the Medical Park and any extension thereof, to specifically include, but not be limited to, all successors in title to the Developer, for a period of ten (10) years from the date of this declaration, after which time all of said restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the owners of a majority in area of all of the lots (not including mortgagees, trustees and beneficiaries under deeds of trust) shown on the recorded map or maps of the Medical Park and any extension thereof, agreeing to change said restrictions and covenants in whole or in part.

12. In the event of a violation or breach of any of the above restrictions or covenants, the Developer, or the owner or owners of any other property in the Medical Park and any extension thereof, or any of them, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent such violation or breach. In addition to the foregoing, the Developer shall have the right to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owners, if after fifteen days written notice to the owners of such violation, the same shall have not been corrected. Any such entry and abatement shall not be deemed a trespass. The failure to enforce any of the above restrictions and covenants, however long continued, shall not be deemed a waiver of the right to enforce the same, or to enforce the same as to a breach occurring prior or subsequent thereto, and shall not bar or affect any such enforcement.

13. The Developer specifically reserves the right from time to time to amend, modify, add to, or change any part or all of the above restrictions and covenants by filing in the office of the Register of Deeds for New Hanover County a declaration or declarations of amended restrictions and covenants, which amendments, modifications, additions, or changes shall be made applicable only to lots conveyed by the Developer subsequent to the recording of the amended declaration containing the same.

14. The Developer hereby reserves a perpetual easement for the construction, installation, and maintenance of utilities, including but not limited to electricity, telephone, and drainage, ten feet in width across the entire

frontage of each lot, and five feet in width along each side line of each lot. If a lot is located on a corner or otherwise fronts on a street on two or more sides, then the said ten foot wide easement is hereby reserved on each side having street frontage.

15. The Developer may form a corporation for management of the Medical Park and any extension or extensions thereof, and may from time to time assign some or all of the rights, privileges, powers, authority and easements reserved or granted to it herein, including but not limited to the power to make assessments set forth in paragraph 11, above, and such association may exercise, use, enforce and re-assign the same to the same extent and in the same manner as the Developer might have. In addition, any successor by operation of law to the Developer may exercise all of the rights, privileges, powers, authority and easements reserved or granted herein to the Developer, which the Developer has not assigned exclusively to others, to the same extent and in the same manner as the Developer might have.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal in its partnership name by one of its General Partners, who has hereunto set his hand and seal, the day and year first above written.

CAMERON COMPANY LIMITED PARTNERSHIP

By [Signature] (SEAL)
General Partner

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Sarena Hoyle, a Notary Public of New Hanover County, North Carolina, do hereby certify that William N. Cameron, one of the General Partners of CAMERON COMPANY LIMITED PARTNERSHIP, a limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 31st day of October, 1994.

[Signature]
Notary Public

My commission expires: 12/6/98



STATE OF NORTH CAROLINA
New Hanover County

The foregoing / Annexed Certificate(s) of
Sarena Hoyle

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

This the 31 day of Oct 1994

Mary Sue Oats, Register of deeds
by [Signature]
Deputy / Assistant