



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2005 MAY 02 11:02:53 AM
BK: 4785 PG: 264-268 FEE: \$23.00

INSTRUMENT # 2005022806

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATIONS OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENT, that the undersigned, who is the owner developer of that certain subdivision in Harnett Township, New Hanover County, North Carolina, known as Parkwood Estates Subdivision, Sections 1-6, as the same as shown on a map or plat prepared by Jack G. Socks, Registered land Surveyor, which was recorded the _____ day of _____, _____ in the Map Book _____ at page _____ in the office of the Register of Deeds of New Hanover County, in order to promote residential community, do hereby covenant and agree to and with each other and with all persons, firms or corporations now owning or hereafter acquiring any lots in the above mentioned subdivision, that the use of said lots is hereby made subject to the following restrictions or restrictive covenants, which shall run with the land, and be binding upon said lots and whomsoever owns the same, to-wit:

1. No lot or lots shall be put to any use other than for residential purposes. No portion of any lot or lots shall be used for a roadway, either public or private, except that a portion of any lot may be used as a driveway, incidental to the normal use of such lot for residential purposes.
2. No building shall be erected, altered, placed upon, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars. No such garage shall be more than one story in height and shall never be used for living quarters of any kind, either for guests, members of the family or servants, and the construction or maintenance of so-called "garage apartments" on any lots is expressly prohibited.
3. No dwelling containing less than nine hundred square feet of floor space of heated living area, excluding porches, garage areas and carport areas, shall be permitted to remain on any lot. The plans for all dwellings and structures incidental to the use of the lots in this subdivision shall be approved by Parkwood Homeowners Association, its successors, nominees, or assigns. Provided, however, if plans are submitted for approval to an officer, nominee or successor to Parkwood Homeowners Association, and after a period of twenty days from the delivery thereof, the person or corporation so delivering the plans has not received either approval, disapproval or request for modification of the plans shall be deemed to be approved so long as the dwelling or structure is in general conformity with other dwellings and structures in the subdivision.
4. No building or structure of any kind shall be located on any lot nearer than 25 feet from the front line. No building or structure of any kind shall be located on any lot nearer than a distance equal to 10% of the width of the lot to any side lot line, provided, however, if the owner of two or more adjoining 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 the lots. In computing the front and side setback distances called for in these restrictive covenants, measurements shall be from the base of the ground level of the building or structure, neither the overhang of eaves, not in excess of three feet, nor the establishment of uncovered stoops or steps within the setback area, shall be considered a violation of this covenant. In the event of the unintentional violation of any of the

RETURNED TO

George N. Williams
395-4072
612-3619

building line restrictions herein set forth, the undersigned reserve the right, by and with the mutual consent, in writing, of the owner or owners at such time of the lot or lots affected thereby, to change same not to exceed 10% of the marginal requirement of the building line restrictions existing as to such lot.

5. The grantor reserves for itself, its successors and assigns an easement in and right at any time in the future to grant a right-of-way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities including water and sewer service.
6. No fence or other obstruction shall extend nearer the street than the rear line of the main dwelling constructed on the lot.
7. No culvert or pipe shall be placed in any street or road, ditch or drain unless it in all respects meets the standards set by the State Highway and Public Works Commission.
8. No commercial trade or activity or any noxious trade or activity whatsoever shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. In the event yards in the subdivision are not properly maintained, they may be cleaned by **New Hanover County** at the owners expense. Unsightly, inoperative junk cars and like eyesores cannot be maintained on any lot or on any street in the subdivision either prior to or after the dwelling has been erected and any such automobiles may be removed by **New Hanover County** at the lot owners expense.
9. No structure of a temporary character, trailer, mobile home, tent, shack, garage apartment, barn or other outbuilding shall be used on any lot as a residence, either temporarily or permanently, either for the owners of said lot, for servants or any other persons.
10. All buildings, structures and their appurtenances shall be maintained in the suitable state of repair; and in the event of destruction by fire or other casualty, premises are to be cleared and debris removed within 90 days from date of such casualty.
11. No hogs, cattle, sheep, goats, horses, poultry, or other livestock shall be raised, bred, or kept on any lot. However, dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose; provided further, that they are not kept in such numbers or of such nature as to be or become a nuisance to the adjoining property owners or any residents of the subdivision.
12. No lot or area shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such materials may not be kept on lots, 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.
13. No surface closets or out-houses shall be kept on or maintained on any lot, and sewage disposal shall be by septic tank only, which shall comply with the requirements of the North Carolina Board of Health, until such time as a general sewage disposal may be installed.
14. No lot as shown on the map of the subdivision above referred to shall be resubdivided unless each part of the subdivided lot becomes a part of another whole lot.

15. No signboards of any description shall be placed on or displayed on any residential lot except signs "For Sale" which signs shall not exceed 2 feet by 2 feet in size.
16. Water to be used by the residents of any lot in the subdivision for human consumption shall be obtained from the community water system unless other sources are approved and authorized by City-County Board of Health and **New Hanover County Water & Sewer**, or their successors.
17. These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by **Parkwood Homeowners Association**, and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the register of Deeds of New Hanover County, North Carolina. **All covenants and restrictions herein shall run with the land and shall be binding on all parties owning lots in said subdivision for a period of twenty (20) years from the date hereof, at which time these covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the owners of said lots, not under legal disability, it is agreed to revoke or amend the same.**
18. Invalidation of any one of these covenants by the judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
19. Any persons or corporations owning any lot or lots in said subdivision of Parkwood Homeowners Association shall pay all homeowner dues and assessments to said association annually to whomever they deem as collector or agent to recover homeowner dues. Annual dues will be collected on January 1st of every year, no later than the 15th of said month. Annual notice of homeowners dues will be sent out on December 1st to every owner or corporation owning any lot or lots in said subdivision of Parkwood Homeowners Association. Any person or corporation owning any lot or lots in said subdivision of Parkwood Homeowners Association shall have the right and authority to bring appropriate legal proceedings to prevent violations of these restrictive covenants and/or to recover damages for such violation or violations.

IN TESTIMONY WHEREOF, Parkwood Homeowners Association has caused this instrument to be signed in its name by its President and attested by its Secretary and sealed with its common seal, all as duly authorized by its Board of Directors on the day and year first above written.

PARKWOOD HOMEOWNERS ASSN.
EST. 1971
ID. NUMBER 56-1789988

PARKWOOD HOMEOWNERS ASSOCIATION

BY: George N. Williams
President

ATTEST:

Secretary

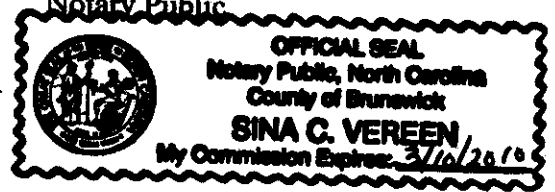
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Sina C. Vereen a Notary Public in and for the State and County aforesaid, do hereby certify that personally appeared before me, George N. Williams, who, being by me duly sworn, says that he is **President of Parkwood Homeowners Association**, and the seal affixed to the foregoing instrument in writing is the **Association seal** of said Association, and that said writing was signed and sealed by him in behalf of the said Association by its authority duly given. And the said George N. Williams acknowledged the said writing to be the act and deed of said Association.

Witness my hand and notaries seal, this the 2nd day of May, 2005.

Sina C. Vereen
Notary Public

My commission expires: 3/9/2010



STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

The foregoing certificate of _____ A Notary Public of New Hanover County is certified to be correct. Drawn by:

This the _____ day of _____,

_____, REGISTER OF DEEDS

BY:

Received and Recorded _____ at _____

Register of Deeds



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 05/02/2005 11:02:53 AM
Book: RE 4785 Page: 264-268
Document No.: 2005022806
DECL 5 PGS \$23.00

Recorder: JACQUELINE NELSON

State of North Carolina, County of New Hanover

The foregoing certificate of SINA C VEREEN Notary is certified to be correct. This 2 ND of May 2005

REBECCA P. SMITH , REGISTER OF DEEDS

By: 
Deputy/Assistant Register of Deeds

YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

2005022806

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