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Prepared by R. V. Biberstein, Jr.

NORTH CAROLINA  
PENDER COUNTY

DECLARATION OF RESTRICTIONS  
FOR  
DOGWOOD VILLAGE

THIS DECLARATION OF RESTRICTIONS, made this 30<sup>th</sup> day of November, 1981, by Jack G. Stocks and wife, Delores A. Stocks;

W I T N E S S E T H:

THAT WHEREAS, Jack G. Stocks and wife, Delores A. Stocks are the owners of certain property, being described as Dogwood Village, map of which is recorded in the Pender County Registry in Map Book 19 at Page 64; and

WHEREAS, it is the desire of the said Jack G. Stocks and wife, Delores A. Stocks, for themselves and their heirs and assigns, to provide for a uniform development of said property in order to preserve its value and to protect the property owners.

NOW, THEREFORE, the said Jack G. Stocks and wife, Delores A. Stocks, for themselves and their heirs and assigns, do hereby declare the following restrictions shall apply to all lots in Dogwood Village, according to the map thereof duly recorded in the Pender County Registry in Map Book 19 at Page 64, and that said restrictions hereinafter set forth shall be binding upon all parties claiming title to the said lots under the said Jack G. Stocks and wife, Delores A. Stocks.

1. All lots in this subdivision shall be used for residential purposes only.
2. No more than two residence shall be permitted on a single or an individual lot located within this subdivision.
3. No bus bodies, mobile homes, house trailers, tents, shacks, or temporary structures of any nature shall be located on any lot in said subdivision or used at any time as a residence.
4. No outside toilets or privies shall be maintained upon the premises referred to herein.
5. No discarded junk or scrap, vessels, boats or vehicles, or any wreckage shall be kept, maintained or located on any lot, or permitted to be kept, maintained or located on any lot.
6. All homes and outbuildings shall be maintained and kept in an orderly and neat fashion. The premises shall be kept free of all trash and unsightly debris.
7. No cattle, swine, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes, and except that horses and ponies may be kept provided they are not kept, bred, or maintained for any commercial purposes.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be of or may become an unreasonable annoyance or nuisance to other lot owners in the subdivision.
9. No permanent dwelling shall be constructed on any lot with less than 1,000 square feet of interior living space, exclusive of garages and porches.
10. If there shall be a violation of any of the covenants herein, it shall be lawful for any person or persons owning any property situated in said subdivision to prosecute at law or in equity the person or persons violating or attempting to violate such covenants and either to prevent him or them from so doing or to recover damages for such violations.
11. The parties hereto specifically reserve the right to amend or change any part or all of these restrictions by filing in the office of the Register of Deeds of Pender County a Declaration of Amended Restrictions, which such amendments, modifications or additions to the restrictions as contained in this Declaration shall be applicable to conveyances of lots made subsequent to the recording of such amended declarations.
12. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other covenants herein which shall remain in full force and effect.

The property owners shall have the right to promulgate rules and regulations concerning the use of the streets within the subdivision. Each person acquiring title to a lot located within the subdivision which is subject to these restrictions and conditions, binds himself his heirs, and assigns to be members of the home owners association should it be formed pursuant to these restrictions and conditions, and further binds and obligates himself, his heirs and assigns to pay the street maintenance assessment to the home owners association once it has been levied by the association.

IN TESTIMONY WHEREOF, the said Jack G. Stocks and wife, Delores A. Stocks have hereunto set their hands and seals, or if a corporation has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Jack G. Stocks (SEAL)  
Jack G. Stocks

Delores A. Stocks (SEAL)  
Delores A. Stocks