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Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3343 PG 46-61

Prepared by and return to:
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NORTH CAROLINA
ONSLow COUNTY

**RESTRICTIVE COVENANTS FOR
CHARLESTON PARK SUBDIVISION**

These Restrictive Covenants for Charleston Park Subdivision, is hereby made this the 29th day of December, 2009, by HM Wilson Development, LLC, a North Carolina limited liability company with its principal place of business in Wake County, North Carolina, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain property in Onslow County, North Carolina, which is known as CHARLESTON PARK SUBDIVISION located in Onslow County, North Carolina Registry, said property is more fully described on the attached Exhibit A, incorporated herein by reference (hereinafter referred to as the "Properties").

NOW THEREFORE, the Developer hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Properties, and which shall run with the real Properties and be binding on

all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. “Properties” shall mean and refer to that certain real property described on the attached Exhibit A, incorporated herein by reference.

Section 3. “Lot” shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of Charleston Park in Swansboro, North Carolina.

ARTICLE II

USE RESTRICTIONS

Section 1. Land Use. All Lots shall be used for single-family residential purposes only and shall not be used for any business or commercial purposes, provided, however, that the Developer reserves the right to use any Lot and any improvement thereon owned by a Developer as a model home with sales office. Group family homes are prohibited.

Section 2. Building Type. All Lots shall be residential Lots, and no structure shall be erected, altered, placed or permitted to remain on any of said Lots except one detached single home dwelling of not more than two and one-half stories in height, a private garage for not more than three cars and other outbuildings in the rear of the dwelling house

which may be incidental to normal residential use in subdivisions of similar category. Such outbuildings erected, altered, placed or permitted shall be of the same quality, workmanship and material as the principal dwelling structure and must be centered along the rear Lot line, and must comply with Section 3 below. Any outbuilding erected, altered, or placed on any lot must be approved in writing by the developer, HM Wilson Development, LLC, (hereinafter "HMW") prior to construction. Manufactured outbuildings may be placed upon a Lot only with the prior consent of HMW. No mobile home (Class A or B) or modular home will be allowed on any Lot to which these covenants apply, provided however, the Developer may temporarily situate a construction trailer on a Lot designated by Developer during construction of the homes on the Properties. Notwithstanding the foregoing, all structures, other than the main dwelling, shall be constructed to match the main dwelling's color, siding type, shingle type, and window type. The maximum impervious surface area shall not exceed 2,186 square feet per Lot (including driveways, patios, pool, porches, etc.).

Section 3. Set Back Requirements. Setback restrictions shall be governed by the Charleston Park Subdivision recorded plats. For the purposes of these covenants, steps, overhangs and chimneys shall not be considered as a part of the building; provided, however, this variant shall not be construed to permit any portion of an improvement on any Lot to encroach upon another Lot. When consistent with the Zoning Ordinance, the building line set-back as provided for in this Paragraph may be varied by as much as ten (10) percent with the express consent of Developer, which said consent document need not be of record in the Office of the Registry of Deeds of Onslow County, North Carolina.

Section 4. Dwellings. Houses shall be constructed using either "crawl space" or "slab on grade" construction. No residence or other building, and no fence, wall, utility yard,

driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the same nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building plot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Developers shall require, including, if so required, plans for the grading and landscaping of the building plot showing any changes proposed to be made in the elevation of surface contours of the land, have been submitted to and approved in writing by HMW. No alteration in the exterior color of the home or the color of the shingles shall be made without the prior written approval of HMW. HMW shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans that are not suitable or desirable for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications and lot-grading and landscaping plans, HMW may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be build to the building plot upon which it proposes to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring Lots. In the event HMW fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been submitted to it as required above, the approval of HMW shall be presumed and the

provisions of this paragraph four (4) shall be deemed to have been complied with. However, no residence or other building, structure or improvement which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a building plot on said land. Notwithstanding anything contained herein to the contrary, any and all required approvals by HMW shall not include calculations with respect to impervious surface restriction promulgated by the Town of Swansboro, DWQ, or other governmental agency having jurisdiction to restrict impervious surfaces.

Section 5. Driveways. All driveways shall be constructed of concrete materials.

Section 6. Fences. All fences shall be approved by HMW in writing prior to construction. No fence shall be erected on any Lot closer to the front of the Lot than the house's front corners nearest the street. No fence shall be built within any easement for utilities. Fencing traversing a Lot shall be parallel with the front line. Provided however, that with respect to corner Lots, no fencing shall be erected or maintained any closer than forty-five (45) feet from the front property line, not to exceed a ten-foot extension from the front corner of the house (extended from the back line of the house); and in the event a house has already been established on the lot adjacent to the corner Lot, no fencing shall be erected on the corner Lot any closer to the front of the Lot than the distance the front corner of the adjacent structure is from its front property line; in any event, fencing shall be no closer than the house's rear corner. Solid privacy fences over three (3) feet in height shall not be built within twenty-five (25) feet of a public right-of-way. Chain link fences of any type are not permitted. No fences, including decorative split-rail fences, are permitted in the front yard of a Lot. No fence shall be in excess of six (6) feet in height.

Section 7. Temporary Structures. No trailer, tent, shack, garage, barn or similar type outbuilding shall be placed, erected or allowed to remain on said property without the written consent of HMW. No structure of a temporary character shall be used as a residence temporarily, permanently, or otherwise. Notwithstanding the above, the Developer shall have the right to place construction related structures on any desired Lots during construction of the Subdivision dwellings.

Section 8. Restricted Activities. No commercial, noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the Owners.

Section 9. Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Lot, except the keeping of not more than two (2) orderly domestic pets (dogs or cats) shall be permitted; provided, however, that such pets are not kept or maintained for commercial purposes for breeding and provided further, that any such pet causing or creating a nuisance or causing unreasonable disturbances or noise shall be permanently removed from the Property. All pets shall be registered and inoculated as required by law. No dangerous dogs, including, but not limited to: pit bulls, rottweilers, dobermans, chows, or any mixed breed of the foregoing, shall be permitted on any Lot. Any of the above-listed breeds of dogs may be removed at the sole discretion of the Developer for the purposes stated. No pets shall be tethered by any means for more than three (3) hours per day. Owners owning an outdoor pet or pets shall construct a fence to contain said pet, subject to the construction restrictions contained herein.

Any dog house or dog containment structure or system must be located to the rear of the principal dwelling structure and must be located within ten (10) feet of the rear of the dwelling. No such permitted dog house or dog containment structure or system shall be placed, erected or maintained closer to any street than the rear corner of the principal dwelling structure, and in no event closer to any street than thirty (30) feet.

Section 10. Motor Vehicles. No automobile or motor vehicles may be dismantled or repaired on any Lot where said activity can be viewed from a public right-of-way. No mechanically defective automobile, motor vehicle, mechanical device, machine, machinery, or junk car shall be placed or allowed to remain on any Lot at any time. Notwithstanding the above, these restrictions shall not apply if such vehicle is kept in an enclosed garage. No commercial trucks, including but not limited to those with more than four (4) wheels, shall be permitted to be parked on any Lot or in the street, except in the course of delivery, pick up, or discharge of a specific commercial duty.

No camping trailer, motor home or recreational vehicle (not including sports utility vehicles) shall be permitted on a Lot except in accordance with restrictions contained herein. No camping trailer, motor home, or recreational vehicle may be parked closer to the front street than either the front corner of the house on the Lot or the front corner of the adjacent house, whichever is further from the street, and must be within the yard setbacks. Any permitted camping trailer, motor home, or recreational vehicle must be kept in a well-maintained condition and appearance. On corner Lots, no camping trailer, motor home, or recreational vehicle shall be permitted any closer to any street than the principal dwelling structure. In no event shall any permitted camping trailer, motor home, or recreational vehicle be used as a residence temporarily or permanently.

Section 11. Exterior Alterations. No exterior alterations, additions, or changes of any kind may be made to the structure or design of the residence and improvements now on said property without the written consent of HMW.

Section 12. Mailboxes. All mailboxes shall be uniform to those initially installed by the Developers.

Section 13. Signs. No sign of any character shall be displayed or placed upon any Lot except "For Sale" or "For Rent" signs, which signs may refer only to the particular premises on which displayed, shall not exceed 3' x 3' in size, shall not extend more than four (4) feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one (1) sign to a Lot. Any Developer or the Association may enter upon any Lot and summarily remove and destroy any signs that do not meet the provisions of this section.

Section 14. Satellite Dishes. No satellite dish antennas, radio tower or antenna of any nature shall be placed or allowed to remain on said property except for a satellite dish measuring no more than eighteen (18) inches in diameter, attached to the rear of the dwelling, or the rear corner of the home, so long as said satellite dish is not readily visible from the street.

Section 15. Clothesline. Clotheslines are prohibited.

Section 16. Basketball goals. No basketball goals of any nature, whether stationary or portable, regulation size or otherwise, shall be allowed in the street or public right of way. Only portable basketball goals shall be allowed in side or front yards or driveways, provided they are properly maintained and in good repair. Permanently installed goals must be placed

in the side or back yard no closer to the street than the front corner of the main dwelling. Unsightly basketball goals located in front and side yards shall be removed immediately.

Section 17. Yard Maintenance. Each owner shall landscape and maintain his yard in a well-manicured style, so as to enhance his own as well as his neighbors' homes and Lots. The grass of each Lot shall be kept at a reasonably short length, and all trees, shrubs and bushes shall be properly pruned. All Owners shall have the right to enforce this restriction by filing a legal action in Onslow County.

Section 18. Trash and Yard Debris. No trash of any kind, whether household or yard debris shall be placed or allowed to remain on said property, except in proper containers. Refuse containers shall only be placed by the street on the evening before the day trash is scheduled to be removed. Each owner shall promptly remove refuse containers from the street, in no case later than the evening of the day the trash was removed.

Section 19. Swimming Pools. There shall be no above ground swimming pools. In-ground pools are permitted and must be surrounded by a fence approved by HMW, and the Town of Swansboro and/or Onslow County (if required by either jurisdiction); provided however, there shall be at least a four (4) foot fence surrounding any pool, and further provided, said fence shall not exceed the impervious surface restrictions promulgated by the Town of Swansboro, DWQ, or other governing agency setting impervious surface restrictions, of which HMW has no control or authority.

Section 20. Wetlands. All of the properties subject to these restrictions shall also be subject to the following Special Provisions Relating to Wetlands. All wetlands shown and delineated on the recorded plat of the Charleston Park Subdivision shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall fill, grade,

excavate, or perform any other land disturbing activities; nor cut, remove, or harm any vegetation; nor construct any structures, nor allow animal grazing or watering or any other agricultural use on such conservation areas. This covenant is to run with the land and shall be binding on the Owner(s), and all parties claiming under it.

Section 20.1 Stormwater. All of the Properties subject to these declarations, conditions, covenants and restrictions shall also be subject to the following Special Provisions Relating to Stormwater Management. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 061135, as issued by the Division of Water Quality under NCAC 2H.1000.

- a. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
- b. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- c. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- d. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.
- e. The maximum built-upon area per Lot is 2,186 square feet. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina, driveways, and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.
- f. Filling in, piping or altering any 3:1 vegetated conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is prohibited

by any persons.

- g. Lots with CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.
- h. Filling in, piping or altering any designated 5:1 curb outlet swale or vegetated areas associated with the development is prohibited by any persons.
- i. A 30' vegetated buffer must be maintained between all built-upon area and the Mean High Water line of surface waters.
- j. All roof drains shall terminate at least 30' from the Mean High Water mark.
- k. Each designated curb outlet swale or 100' vegetated area shown on the approved plan must be maintained at a minimum of 100' long, maintain 5:1 (H:V) side slopes or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner, maintain a dense vegetated cover, and be located in either a dedicated common area or a recorded drainage easement.

Section 21. Mutual Benefit. It is understood and agreed that these restrictions are made for the mutual benefit of the grantors and grantees and any and all subsequent grantees, and all such parties shall be deemed to have a vested interest in these restrictions and the right to enforce the same.

ARTICLE III

UTILITIES AND UTILITY AND DRAINAGE EASEMENTS

Section 1. Utilities. Developers reserve the right to subject the real property in this entire subdivision to a contract with Public Utility Provider(s) for the installation of overhead and/or underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to public

Utility Provider by the owner of each building. Developers and their successors in title may devote any Lot or portion thereof, not already sold, for any construction and uses which it, in its discretion, deems necessary in order to provide the subdivision with utilities.

Section 2. Utility and Drainage Easements. Easements for installation and maintenance for utilities and drainage facilities are reserved as shown on the recorded plat and along each side lot line five (5) feet in width. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage, or which may obstruct or retard the flow of water. All areas indicated as streets and easements on the recorded plat(s) for Charleston Park Subdivision are hereby dedicated to the public use for uses forever except side yard easements which are for the use and benefit of those persons and Lots as described herein.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictive Covenants. Failure by any Developer or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Amendment. It is understood and agreed, and the present owners and all subsequent Grantees of present owners expressly agree by the acceptance of land within the above described subdivision area that the covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date the Declaration

is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Notwithstanding anything contained herein, these restrictive covenants may be amended at any time by written consent of a majority in interest of the Developers, their successors or assigns, so long as Developers, their successors or assigns, own any one Lot in the Charleston Park Subdivision. This provision cannot be altered by majority vote of the Owners or by way of Amendment to these restrictive covenants.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions, which shall remain in full force and effect.

Section 4. Assessments by Town of Swansboro. Each lot Owner in Charleston Park Subdivision shall become personally obligated to pay to the Town of Swansboro, a portion of taxes or assessments in an amount determined by dividing the total and/or assessments due to the Town of Swansboro by the total number of Lots in the development, if: (i) payment to the Town of Swansboro of any assessment for public improvements or ad valorem taxes levied against the common areas, which default has continued for six (6) months, if the sum is not paid by the Owner within thirty days following receipt of notice of the amount due, the sum shall become a continuing lien on the property of the Owner, his heirs, devisees, personal representatives and assigns. The Town of Swansboro may either bring an action at law against the Owner personally obligated to pay the same, or may elect to foreclose the lien against the Lot of the Owner.

ARTICLE V

CONFLICTING PROVISIONS

To the extent the provisions of this Declaration conflict with any applicable provisions of the Town of Swansboro Zoning Ordinance, the conflicting provisions of the Ordinances shall control.

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IN WITNESS WHEREOF, the Developer herein, has caused this Declaration to be signed in its name the day and year first above written.

DEVELOPER:

HM WILSON DEVELOPMENT, LLC

By: [Signature]
Henry J. Morris, Manager

By: [Signature]
Charles R. Hodge, Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Henry J. Morris and Charles R. Hodge, Managers of HM Wilson Development, LLC.

Date: 12/29/09

[Signature]
Official Signature of Notary

JOHN D. THOMPSON
Notary Public
Notary's printed or typed name

(Official Seal)
My Commission Expires: 6/18/2013

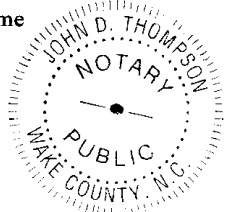


EXHIBIT A

**PROPERTY SUBJECTED TO THESE
RESTRICTIVE COVENANTS FOR CHARLESTON PARK SUBDIVISION**

BEING all of Lots 1 – 101, inclusive, Charleston Park Subdivision as are shown on plat and survey thereof recorded in Map Book 59, Page 1, Onslow County Registry.