

Chadwick Shore Covenants

1981 Chadwick Shores Restrictive Covenants and Subsequent 1992 Superior Court Consent Order

The following are the restrictive covenants applicable to Chadwick Shores as set forth in the 1981 deed restrictions on file in Onslow County, NC records in book 600, pages 145-147 **and subsequent clarifications, modifications, changes, additions or deletions set forth in the Onslow County, NC Superior Court consent order dated September 29, 1992 (case 92-CVS-1588).**

For ease in reading and understanding, the two documents have been merged into this single document with the original deed restrictions in regular face type, and the 1992 consent order as they pertain to each section, in *italic type*.

This document is in no way a replacement for the original documents.

KNOW ALL MEN BY THESE PRESENTS, that CHADWICK SHORES, INC. Of Brunswick County, North Carolina, do hereby covenant and agree to and with all other persons, firms, and corporations which may at any time hereafter own or acquire any legal or equitable interest in and to any lot or portion of the lands in Stump Sound Township, Onslow County, North Carolina, comprising the subdivision known as "CHADWICK SHORES, INC.", Sections One and Two, as appears of record in (appears in original document) Map Book 19, Pages 75 and 76, Slides 172A and 172B, Onslow County Registry, and reference is hereby made to said maps for a more accurate description of said lots.

These restrictions are to replace the restrictions heretofore recorded in Book 547, Page 285 of the Onslow County Registry.

That certain AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS OF CHADWICK SHORES, recorded 4 June 1992 in Book 1054, beginning at Page 39. In the office of the Register of Deeds of Onslow County, is hereby declared null, void and of no force and effect.

The restrictive covenants as set forth in that instrument recorded in Book 600, beginning at Page 145. in the office of the Register of Deeds for Onslow County, are, therefore, the restrictive covenants applicable to Chadwick Shores, as described hereinabove, subject to the following clarification, modifications, changes, additions or deletions:

1. Said lot shall be known and described as a residential Lot, and no structure shall be erected on such residential lot other than one detached single-family dwelling, not to exceed two stories in height, and a one-to-three car garage, which may include servant's quarters.

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2. All lots within said subdivision shall be used for residential purposes only except Lots 1, 2, 3, and 4 in Block "A" and Lots 1 and 2 in Block "B" may also be used for commercial purposes.

Lots 4, 5, 15, 16 and 17 of Block H Of Chadwick Shores may be developed, improved and dedicated as a private residential park restricted in use to the residents of Chadwick Shores who belong to the Chadwick Shores Homeowners Association; and, may be improved with two tennis' courts, two shuffleboard courts, one swimming pool and pool building (storage of pumps, chemicals and pool equipment), a children's playground, including playground equipment, a covered pavilion and any and all other park like improvements and appurtenances; and the existing boat ramp facility existing on Lot 145, in Block A, may be repaired and improved in order to give access to Chadwick Bay for owners of lots in Chadwick Shores who belong to the Chadwick Shores Homeowners Association.

3. For any residential lot in Chadwick Shores, NO RESIDENTIAL DWELLING shall be erected on said residential lot nearer than 75 feet from the front lot line nor nearer than 50 feet from the rear lot line nor nearer than 8 feet from any side or interior lot line, UNLESS necessitated by (a) the location of the potable well or sanitary septic tank system upon the 101 as required by the Onslow County Health Department. or (b) due to the location of jurisdictional "wetlands" located anywhere on the lot, or (c) due to the fact that such lot is not of sufficient size to meet said setback requirements. In any such even, or events, the lot owner is required to first encroach on the 50 foot setback requirement from the rear property line (but to a point no nearer than 20 feet from the rear line) prior to encroaching in any way upon the 75 foot setback requirement from the front property line. In the event encroachment on the 75 foot front setback requirement should be so necessary, and the proposed dwelling measures no more than 50 feet in depth (or width) as measured from the exterior front wall of the proposed dwelling (or its garage) to the exterior rear wall of the proposed dwelling (or its garage). then such encroachment shall occur but only so far as is necessary and no closer than 50 feet to the lot's '05' front line, unless the residential dwelling proposed for the lot 40 feet or less in depth, or width, measured from the front wall of the proposed dwelling (or its garage) to the rear wall of the proposed dwelling (or its garage), in which event such encroachment on the 75 foot front setback requirement may, if necessary, extend to within 40 feet of the front property line. It is the intention of this restriction that a 75 foot setback requirement for any residential dwelling from the front property line of any of said residential lots in Chadwick Shores be maintained as much as is practically possible.

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4. Said lots shall not be re-subdivided without the written consent of Peninsula Development Company, Inc. or its successors or assigns.

5. No noxious or offensive trade or activity shall be carried on upon said lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement, or tent, shack, garage, barn or other outbuilding erected on said lots shall at any time be used as a residence, either permanently or temporarily, nor shall any residence of a temporary nature be permitted.

7. No structure shall be moved onto said lots and no shell home shall be erected or located on any lot regardless of cost. The term "shell home" shall mean the construction of outside walls: including doors, windows, roof, and foundation, by a contractor or other party with the interior areas not being completed or to be completed by the owner or some other person.

8. All outside walls of all buildings shall be built either of brick, stone, asbestos shingles, wood or vinyl siding.

9. The ground floor "heated floor area" of the main residential structure, exclusive of porches, breezeways or attached garages, shall be not less than the following.'

(a) For lots 30-144, inclusive, Section A, Lots 5-18, inclusive, Section E, Lots 6-10, inclusive, Section G, Lots 4, 17-35, 42-48, 53-62, 69-81, all inclusive, Section J, and Lots 19 and 20, Section 1, 1,600 square feet for a one-story dwelling or 1,100 square feet for a dwelling of more than one story;

(b) For Lots 1-29, inclusive, Section A, 1,300 square feet for a one-story dwelling or 1,100 square feet for a dwelling of more than one story;

(c) For lots 1-12, inclusive, Section C. 1-4, inclusive, Section D, Lots 1-4 inclusive, Section E, Lots 5-16,36-41,49-52, 63-68, all inclusive, Section J, 1,200 square feet for a one-story dwelling or 1,100 square feet for a dwelling of more than one story;

(d) For Lots 1-54, inclusive, Section B, Lots 13-22, inclusive, Section C. Lots 5-28, inclusive, Section D, Lots 19-37, inclusive, Section E, Lots 11'50, inclusive, Section F, Lots 1-5 and 11-13, all inclusive, Section G, Lots 1-3, 6-14 and 18-24, inclusive, Section H, Lots 1-3 and 82-104, inclusive, Section J and Lots 1-18,21-34, inclusive, Section I, 1,100 square feet for a one-store dwelling or 1.100 square .feet for a

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dwelling of more than one story; however, the calculation of square [footage for the ground floor of a multi-story structure may include an enclosed garage, but in no case shall the total heated space be less than 1,100 square feet.

10. No outside toilet facilities may be constructed or utilized. All sanitary facilities must be constructed in accordance with generally recognized good standards for health and meet local and state regulations. Septic tank and well locations must comply with local health regulations.

11. Easements for all utilities purposes, including the installation and maintenance of utilities of any nature, and full rights of access, and ingress and egress for purposes of installation and maintenance thereof, are expressly reserved to the said Chadwick Shores, Inc., their heirs, successors and assigns.

12. No fence shall be erected on any lot to a height of more than 4 feet in any area forward of the point fixed by the rear edge of the dwelling. No fences of any type shall be erected so as to unreasonably deprive adjoining owners of light and air.

13. No trash, ashes, garbage or other refuse shall be dumped, stored or accumulated on any lot.

14. Any dwelling or improvement on any lot which is destroyed in whole or in part by fire or other casualty must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness. provided, however, that in no event shall such debris remain on such lot longer than three (3) months.

15. No stripped, partially wrecked, or junked motor vehicles, or part thereof, shall be permitted to be parked or kept on any lot All motor vehicles of any type kept on any lot shall have current United States registration and inspection certificates.

16. No sign, billboard or other advertising structure of any kind may be erected or maintained upon any lot. Provided, however, that construction identification signs approved by the developer showing the lot number and name of the builder may be exhibited upon the lot during the period of construction. "For Sale" signs, for purposes of advertising the lot and improvements, being the exception to this restriction.

17: All dwelling connection for all utilities including, but not limited to, water, electricity, gas. telephone and television shall be run underground from the proper connection points to the dwelling structure in such manner as may be acceptable to the appropriate utility authority.

18. No animals, livestock or poultry of any kind shall be raised. bred or kept on any lot, except that dogs' cats or other household pets in a reasonable number may be kept provided they are not kept, bred, or maintained for any commercial purpose and provided further, that such pets do not constitute a danger or nuisance to other lot owners or to the neighborhood.

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19? All driveways must be improved by hard surface or gravel.

20. All owners of lots in Chadwick Shores with the exception of the owners of lots 26, 31, 37, 40, 41, 42, 43, 48, 52, 53, 54, 55, 59A, 60, 66, 67, 68, 70, 71, 78, 81, 82, and 104 in Block A, Lots 15, 16 and 17 in Block E, Lot 8, Block G, Lots 16, 17, 21 and 22, Block I, Lot 26, Block J, shall constitute the Chadwick Shores Homeowners Association, a non-profit North Carolina corporation, to be formed for the purposes of owning, managing, maintaining, repairing and replacing all of the commonly held and owned property of Chadwick Shores, specifically including all of the roads and streets of Chadwick Shores as well as Lots 4, 5, 15, 16 and 17 of Block H and Lot 145, of Block A, Chadwick Shores as shown on the official map thereof Said homeowners association shall be governed by the provisions of that specific document marked Exhibit "A" and attached hereto and made a part hereof by reference. Any owner of Lots 26, 31, 37, 40, 41, 42, 43, 48, 52, 53, 54, 55, 59A, 60, 66, 67, 68, 70, 71, 78, 81, 82 and 104 in Block A, Lots 15, 16 and 17 in Block E, Lot 8, Block G, Lots 16, 17, 21 and 22, Block I, and Lot 26, Block J, may join the Homeowners Association by executing a document agreeing to subject their lot to the provisions of the Homeowners Association, specifically including the provisions providing for the payment of regular and special assessments to the Association to meet the common expenses of the Association and the provisions creating a lien against an owner's lot to secure the payment of all such assessments.

Peninsula Development Company, Inc., notwithstanding anything to the contrary contained within this Consent Order or the restrictive covenants recorded in Book 600, beginning at Page 145, in the Onslow County Register of Deeds Office, does hereby agree to warrant the workmanship and construction of all of the improvements made by Peninsula Development Company, Inc., to the property designated herein as the private community park for a period not to exceed two (2) years, commencing on the date the amenities comprising the community park are conveyed to the Homeowners Association by deed; it being the intention hereof that all of the improvements and amenities contemplated herein shall be constructed in accordance with all ordinances, rules and regulations applicable thereto.

Further, Peninsula Development Company, Inc. shall maintain, repair and, if necessary, replace all of the private roads and streets within the boundaries of Chadwick Shores for a period of Three years, measured from the date officially turned over to the Homeowners Association.

Thereafter, the maintenance, repair and replacement for all of the amenities contemplated for the private community park as well as all of the private roads and streets of Chadwick Shores shall be the responsibility of the Chadwick Shores Homeowners Association.

To secure the residents of Chadwick Shores Peninsula Development Company,

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Inc. 's performance-of these "obligations,-Peninsula Development Company, Inc. shall convey, by way of Deed of Trust, to Gary K. Shipman, as Trustee, for the benefit of the Chadwick Shores Homeowners Association, one lot in Chadwick Shores, whose value is shown by appraisal to have a value of at least \$25,000.00, such that should Peninsula Development Company, Inc. default in the performance of any of its obligations outlined in this paragraph 21, by failing to commence any repair, maintenance or reconstruction of roads or amenities as previously stated, within 30 days of notification of such need by the Homeowners Association and completing the same within a reasonable period of time in consideration of the scope of the repairs, maintenance or reconstruction to be completed, then the Trustee shall foreclose the lien of said Deed of Trust in accordance with its terms, and shall surrender the net proceeds of the foreclosure sale pursuant thereto to the Association to be used to pay for the repairs, maintenance or reconstruction necessary. Peninsula Development Company, Inc. reserves the right, at any time, to substitute any other unencumbered lot in Chadwick Shores, of equal value, for the above referenced lot and the Trustee shall execute all such documents as may be necessary to affect the same. Any costs incurred by such substitution will be. the responsibility of Peninsula Development Company, Inc.

None of the property comprising Chadwick Shores as described in the restrictive covenants in Book 600, beginning at Page 145, in the Office o/The Register of Deeds for Onslow County, North Carolina and none of the lots therein, however, may be used for any commercial purpose, other than Lots 1, 2, 3 and 4 in Block A and Lots 1 and 2 in Block B. and, specifically, no other property or other lots within Chadwick Shores shall be used for the purposes of boat storage, commercial marina, or new roads or streets; and, further, no property nor lot nor lot owner in Chadwick Shores may be subject to any initial payment or monthly payment to any utility company for the installation and maintenance of any underground electrical cables or street lighting, without the consent of said owner.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from May 1, 1981. Thereafter, said covenants shall be automatically extended for successive periods of five (5) years each, unless at any time after the "lapse of said twenty- year period, an instrument signed by the owners of a majority of the total number of buildable lots in Chadwick Shores has been executed and recorded in the Onslow County Register of Deeds Office agreeing to either change, modify, add to, delete from or rescind in part or in whole any of these covenants; provided, however, these

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covenants may also be changed, modified, added to, deleted from or rescinded at any time after I May 1981 by an instrument signed by eighty percent (80%) of the owners of the total number of lots in Chadwick Shores, excluding any lots owned by Peninsula Development Company, Inc.

The restrictive covenants recorded in Book 600, beginning at Page J 45, are clarified to the extent that the enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant, either to restrain violation or to recover any damages suffered as a result of said violation; said enforcement may be at the initiative of either the Chadwick Shores Homeowners Association, acting through its duly elected officers, or by any owner of any lot in Chadwick Shores, or any group thereof:

A copy of this Consent Order is hereby ORDERED to be recorded in the Register of Deeds Office for Onslow County, North Carolina, and shall be noted on the indexes thereof. as well as in the records thereof; as clarification and modification to the restrictive covenants applicable to Chadwick Shores set forth in Book 600, beginning at Page /45, in said registry.

The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.