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ADMITTED TO RECORD
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N.C.

STATE OF NORTH CAROLINA : DECLARATION OF RESTRICTIONS
COUNTY OF NEW HANOVER : SHELLBANK, SECTION 1

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned are the owners and developers of all of the Lots in the Subdivision known as "SHELLBANK, SECTION 1", and in order to provide for and facilitate the uniform and orderly development of said subdivision, said owners do hereby covenant and agree to and with all persons, firms, or corporations hereafter owning or acquiring any property in Shellbank, Section 1, that all of the lots in said subdivision, being lots numbered 1, 2, 3, 4, 5, 6, 7, and 8, inclusive, as the same are shown on a map recorded in Map Book 11 at Page 17 of the New Hanover County Registry, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

1. Said lots shall be used for residential purposes only, and no commercial trade or activity of any kind or nature may be carried on upon any of said lots, and no lot may be resubdivided unless each part of the subdivided lot becomes a part of another whole lot.

2. Not more than one detached family dwelling not to exceed 2-1/2 stories in height, a private garage, and other outbuildings incidental to the residential use of the plot may be erected, placed, or permitted to remain upon said tract.

3. No dwelling may be erected, placed, or permitted to remain upon said tract unless the same shall have an interior floor area of at least 1500 square feet, which said interior floor area shall be exclusive of porches, steps, walks, breezeways, carports, and garages.

4. A private garage for not more than three cars will be allowed but said garage shall not be more than one story in height, and shall not be used for living quarters of any kind. Attached garages and carports shall open from the side or rear of the residence where practical.

5. No obnoxious trade or activity may be carried on upon said tract, nor may anything be done thereon which might be or become an annoyance or nuisance to other homeowners in the neighborhood.

6. Once a structure has been begun, it shall not be permitted to remain in excess of nine months without completion of the exterior.

7. No dwelling or structure of any kind shall be located on lots 1, 2, 3, 4, 5, 6, 7, and 8, inclusive, nearer than twenty-five (25) feet to the rear lot line. No dwelling or structure of any kind shall be located on lots 2, 3, 6 and 7 nearer than fifty (50) feet to the front lot line nor nearer than fifteen (15) feet to the side of lot line. No dwelling or other structure shall be located on Lot 4 nearer than fifty (50) feet to the front lot line nor nearer than ten (10) feet to the side lot line. No dwelling or other structure shall be located on Lot 1, nearer than fifteen (15) feet to the southeastern lot line (adjoining lot 2) nor nearer than thirty (30) feet to the northwestern lot line, nor nearer than fifty (50) feet to the southwestern lot line. No dwelling or other structure shall be located on Lot 5 which is a corner lot fronting on two streets, nearer than twenty-five feet to either street line. No dwelling or other structure shall be located on lot 8 nearer than forty (40) feet to the lot line on Abalone Drive nor nearer than fifteen (15) feet to the side lot line.

8. 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.

9. 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 any 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. If this storage or disposal equipment must be kept on the front of the lot, it shall be provided with a suitable underground storage container.

10. No surface closets or out-houses shall be kept or maintained

on any lot, and sewage disposal shall be by septic tank only, which shall comply with the requirements of the North Carolina State Board of Health, until such time as a general sewage disposal system may be installed.

11. There shall be no fence placed on any lot beyond the front of the residence erected thereon unless said fence shall be that of an ornamental nature.

12. Front yards shall have an attractive ornamental yard light, automatically controlled to come on during the night hours.

13. Rural mailboxes shall be maintained with suitable attractive durable supports.

14. The right to grant easements for the installation, operation, and maintenance of gas, water, sewer, electric light and power, telephone and telegraph lines, mains conduits, poles, wires, fixtures, manholes, and other needful accessories and for other utilities of a public nature shall be reserved to the developers.

15. The design of all buildings which shall be erected or moved onto any lot will be subject to the approval of the developer or any person or persons designated by the developer for the purpose of passing upon said designs. Upon written request of a lot owner for approval of plans, the developer or its duly authorized agent shall have ten days within which to approve or disapprove plans. In the event of a failure to approve or disapprove within twenty days, such approval will not be required provided the design of the proposed building is in harmony with the existing structures in this area.

16. These restrictions herein set out shall run with the land and shall be binding upon all persons who may hereafter acquire said tract until and through the 15th day of August, 1990, and are to be automatically extended for periods of ten years after this date, unless by vote of the majority of home or lot owners it is agreed to change these restrictions in whole or in part.

17. Any person or corporation owning any lot or lots in said subdivision shall have the right and authority to bring appropriate legal proceedings to prevent violations of these restrictions and/or to recover damages for such violation or violations.

18. Invalidation of any one of these restrictions by judgment, court order, or other authority, shall in no wise affect the remaining restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said owners and developers have hereunto set their hands and affixed their seals this the 18th day of August, 1970.

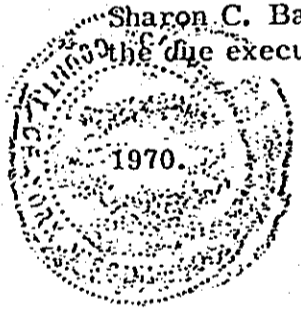
Vernon M. Batson (SEAL)
Vernon M. Batson

Sharon C. Batson (SEAL)
Sharon C. Batson

Nellie M. Batson (SEAL)
Nellie M. Batson

STATE OF Virginia :
COUNTY OF Spots :

I, Carol Ann Reichle, a Notary Public in and for the State and County aforesaid, do hereby certify that Vernon M. Batson and wife, Sharon C. Batson, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.



WITNESS my hand and seal this 18th day of August, 1970.

Carol Ann Reichle
Notary Public
My Commission Expires: Aug 4, 1972

STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

I, Margaree E. Murray, a Notary Public in and for the State and County aforesaid, do hereby certify that Nellie M. Batson personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.



WITNESS my hand and seal this 21st day of August, 1970.

Margaree E. Murray
Notary Public
My Commission Expires: 4/13/1971

STATE OF NORTH CAROLINA, New Hanover County
The Foregoing Certificates of Carol Ann Reichle and Margaree E. Murray,
Notaries Public, are _____ certified to be correct.
This the 27 day of January, A. D., 19 71
Drawn By McClelland, Barefoot & Durham
By Lois C. LeRay, Register of Deeds

Received and Recorded
January 27, 1971 at 4:12 PM
Lois C. LeRay
Register of Deeds H.