

BOOK 335 FILE 482

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS

SHELL POINT RECREATIONAL VILLAGE

THIS DECLARATION is made this the 21<sup>st</sup> day of August 1975, by ALLEN C. WARD and wife, ALFREIDA M. WARD, hereinafter referred to as "Declarants", of Brunswick County, North Carolina, parties of the first part, to ALL FUTURE PURCHASERS of the hereinafter described lots of Shell Point Recreational Village, parties of the second part;

W I T N E S S E T H:

WHEREAS, the Declarants are the owners of certain lots located in Shallotte Township, Brunswick County, North Carolina, and more particularly described as Shell Point Recreational Village, a plat of which is recorded in Map <sup>Covenant</sup> Book H, Page 5 of the Brunswick County Registry;

WHEREAS, the Declarants desire to create on certain numbered lots a permanent residential area, and

WHEREAS, the Declarants desire to provide for the preservation of the environment of said lots and to this end desire to SUBJECT the lots hereinafter identified to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of said lots and the subsequent owners thereof.

NOW, THEREFORE, the Declarants hereby declare that the hereinafter described and identified lots, all of which are located within the Shell Point Recreational Village, are and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth.

The specific lots to which this Declarants shall apply are as follows:

Block 1: Lots 1, 2, 3, 4, 5, 6, 7 and 8  
 Block 5: Lots 14, 15, 16, 17, 41, 42, 43, 44 and 45  
 Block 17: Lots 2, 4, 6, 8 and 10  
 Block 18: Lots 1, 3, 5 and 7  
 Block 20: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15  
 Block 21: Lots 1, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30  
 Block 22: Lots 1  
 Block 23: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11  
 Block 24: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40  
 Block 25: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30  
 Block 26: Lots 1, 2 and 3  
 Block 27: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23

The covenants and restrictions which shall apply by reason of this Declaration are as follows:

1. These covenants, restrictions and conditions (hereinafter referred to as "covenants") shall be applicable to all lots wherein the conveyance of which the land sales contract and/or warranty deed, make specific reference to these covenants; otherwise these covenants shall not apply.
2. No lot shall be used except for family residential or recreational purpose. No lot shall be used for commercial purposes with the express written consent from the Seller.
3. No lot or lots shall be divided or subdivided, nor shall any portion of any less than the whole of any one lot be sold or conveyed except that a lot may be subdivided into two portions and conveyed to the owners of adjoining lots on either side.
4. No residential structure shall be closer than 8 feet on the side of the lot nor closer than 25 feet to the front property line.
5. No residential structure shall contain less than 600 square feet of heated space. Any structure must be completed on the exterior within 6 months after the start of construction.
6. Only one residential structure shall be contained on any lot.
7. No chickens or livestock of any kind can be kept on a lot.
8. No stale garbage, or any other condition conducive to the breeding of flies, rodents or otherwise dangerous to the health of the lot owners shall be permitted to continue on any lot.

- 9. No noxious or offensive activities shall be carried on upon any lot.
- 10. In the event of violation of these restrictions, then Seller is empowered to prevent him from so doing, or to recover damages from such violations.
- 11. Invalidation of any one of these covenants by court decree shall in no way effect any of the other restrictions and they shall remain in full force.
- 12. No outside toilets or privys shall be permitted.
- 13. No junk or stripped down autos shall be allowed to remain on any lot.
- 14. These restrictions shall continue in effect until September 1, 1999, at which time they expire.
- 15. This property is conveyed subject to any Brunswick County or any Government regulation concerning the use of the property.

The above reservations and restrictions are enforceable by other lot owners in the subdivision.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands and seals the day and year first above written.

Allen C. Ward (SEAL)  
Allen C. Ward

Alfreida M. Ward (SEAL)  
Alfreida M. Ward

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

I, Donna Phelps, Notary Public, do hereby certify that ALLEN C. WARD and wife, ALFREIDA M. WARD, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein set forth.

WITNESS my hand and notarial seal, this the 21st day of August, 1975.  
Donna Phelps (SEAL)  
Notary Public

My Commission Expires:  
8-10-76

STATE OF NORTH CAROLINA, Brunswick County DONNA PHELPS, NOTARY PUBLIC  
The Foregoing Certificate(s) of \_\_\_\_\_

Recorded this 21st day of AUGUST, 1975 at 1:42 o'clock P. M.  
Arthur W. Knox, Register of Deeds  
Arthur W. Knox  
blm