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BOOK 984 PAGE 611

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS
GLYNNWOOD ESTATES II

THIS DECLARATION OF RESTRICTIONS, made this 27th
day of September, 1973, by JACK H. GLAZIER and wife, RUTH
W. GLAZIER, of Route 1, Box 533, Scotts Hill, Wilmington, North Carolina,
hereinafter called the Developers;

WITNESSETH:

WHEREAS: The Developers are the owners of a tract of land in
Cape Fear Township, New Hanover County, North Carolina, conveyed to
them by Hazel McE. Efird and husband by that deed recorded in the New
Hanover County Registry in Book 977 at Page 266. By that instrument
recorded in said Registry in Book 984 at Page 609, the Developers
have dedicated public roads over a portion of said tract. The Developers
intend to convey to various purchasers, lots fronting upon the roads dedicated
by said instrument. It is the desire of the Developers that a uniform plan of
development be followed with respect to said lots, in order to preserve the
value of said lots and to protect the present and future owners thereof.

NOW THEREFORE, the Developers hereby declare that the
following restrictive covenants shall apply to the use of all of the property
presently owned by the Developers which fronts upon those portions of
Woodbury Road, West Gate Road, Union Road, and Abby Drive which have
been dedicated for use as public roads by said instrument recorded in said
Registry in Book 984 at Page 609 (but shall not apply to that portion
of said tract, conveyed to Developers by the above-mentioned deed, which
does not front upon said portions of said roads):

ADMITTED TO RECORD
BOOK _____ PAGE _____
FILE NO. _____
SEP 27 4 28 PM '73
LOUIS C. LERAY
REGISTER
NEW HANOVER CO., N.C.

1. All lots shall be known as single family residential lots, and shall be used for residential purposes only.

2. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling or trailer, not to exceed 1½ story in height, a private garage, for not more than two cars, and other outbuildings incidental to the residential use and enjoyment of the lot. All outbuildings shall receive the prior approval of the Developers prior to erection or placement on the lot.

3. All residences constructed or placed on the lot (including mobile homes) shall contain at least 600 square feet on ground level, when measured by exterior dimensions, which square footage shall be exclusive of porches, steps, walls, garages, carports, outbuildings or storage areas.

4. Any mobile home or house trailer placed on a lot must meet or exceed the standards for approval set by the Underwriter's Laboratory.

5. All residences shall be properly connected to the water system provided or made available by the Developers and shall be connected to a sewage disposal system meeting the approval of the North Carolina State Board of Health.

6. No part of any structure erected or placed on any lot shall be nearer than 25 feet from the front property line of said lot, nearer than 5 feet from the rear property line of said lot, nor nearer than 8 feet from any side boundary of said lot. Provided, however, if the owner has two or more adjoining lots which he shall elect to use in their entirety for one residence the boundary line or lines connecting the lots so used shall not be regarded as the boundary line of said lots for the purposes of these set back restrictions.

7. No sign or billboard of any description shall be displayed on any lot, other than private name plates or signs for the identification of the resident and signs advertising the property "For Rent" or "For Sale".

8. All plans for residences, garages or outbuildings to be erected on or to be placed on the lots must receive the approval of the Developers prior to placement or construction.

9. Easements and rights of way are hereby reserved on, over, and under all of the lots for poles, wires, pipes, and conduits for lighting, heating, electricity, gas, telephone, and any other public or quasi-public utility service purposes, and for sewers and pipes of various kinds, all of which shall be confined so far as practicable to the rear five feet or along the sidelines of each lot or lots, together with the right of access thereto at any time for the purpose of further construction and repair. No building or other permanent structure shall be erected or maintained on any part of any area herein reserved as an easement and/or right of way, but the owners of lots may erect and maintain a fence, wall, or hedge along the property line within the areas herein reserved as easements and/or rights of way. The location of such lines and facilities and the entry by Developers or their agents or designees upon the lots for the said construction or maintenance shall not be in a manner as to unduly interfere with the use and occupancy

of the lots by the owner thereof. The easement area is that area encompassed within two lines each of which is separated by, runs parallel to and at a distance of two and one-half feet from that line on the surface of the ground that is directly or below, as the case may be, any utility line, main, field or drainage passageway or that is the center line of an area that is actually being occupied by any utility line, main, field, or drainage passageway. The easement area of each lot and all improvements on or in it shall be maintained continuously by the owner of the lot.

10. In the event a lot is vacated or neglected in a manner that presents an unsightly appearance or hazard to adjoining lots then the Developers or their designees reserve the right to enter said lot or parcel to care for, cut grass, remove rubbish and to keep said lot from creating any unsightly appearance or hazard and to charge the owner thereof, for the actual cost of such service performed. The Developers shall have a lien against such lot or parcel for the cost of such work done thereon and shall have the right to place a lien of record against such lot or parcel for such charge. This lien shall be enforceable in the same manner as if accrued under the Mechanic's Lien Law of the State of North Carolina with the exception that if said lien is placed in the hands of an attorney for enforcement, that the cost incurred thereby, including a reasonable attorney's fee, shall also become a charge against the land be recoverable in the same action.

11. No noxious or offensive trade or activity shall be carried on upon any lot or part of any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trade materials or inventories may be stored upon the premises, and no trucks, tractors or inoperable automobiles may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, shall be carried on upon any lot.

12. These covenants are to run with the lands and shall be binding on all parties and on all persons claiming under them until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the owners of the lots it is agreed to change the said covenants in whole or in part. Prior to January 1, 1995, these restrictions may be amended by the consent of the owners of not less than sixty percent, in area, of said lots; but no such amendment shall be effective unless the Developers also consent to such amendment.

13. If the parties hereto or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property covered by these restrictions and covenants to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

14. 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.

15. The failure by any land owner or the Developers to enforce any covenants, agreements, easements, restrictions, conditions or charges herein contained, shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach, or as to one occurring prior or subsequent thereto.

IN TESTIMONY WHEREOF, the Developers have hereunto
set their hands and seals, this the day and year first above written.

[Signature] (SEAL)
Jack H. Glazier
[Signature] (SEAL)
Ruth W. Glazier

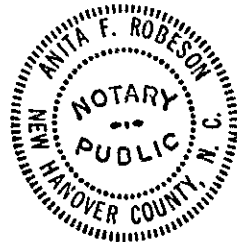
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Anita F. Robeson, a Notary Public in and for the
State and County aforesaid do hereby certify that JACK H. GLAZIER and
wife, RUTH W. GLAZIER, personally appeared before me this date and
acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal or stamp, this the 27th
day of September, 1973.

Anita F. Robeson
Notary Public

My Commission expires:
5/31/78



Drawn by Lloyd S. Elkins, Jr.

STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificate of _____
Anita F. Robeson

Notary Public
is certified to be correct.
This the 27 day of Sept., 1973
Drawn By Lloyd S. Elkins, Jr.

Lois C. LeRay, Register of Deeds
By [Signature]

Received and Recorded
September 27, 1973 at 4:26 PM
[Signature]
Register of Deeds