

700  
803  
-12

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

AGREEMENT AND DECLARATION OF RESTRICTIONS  
OF GLYNNWOOD ESTATES SECTION II SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, the undersigned, which are the owners of all lots in that certain subdivision in New Hanover County, North Carolina known as Glynnwood Estates Section II as the same is shown on the map or plat thereof prepared by William R. Chinnis, Registered Land Surveyor, recorded in the Office of Register of Deeds of New Hanover County, in order to promote a uniform and harmonious development of said subdivision as a desirable residential community, do hereby covenant and agree to and with all persons, firms or corporations now owning or hereafter acquiring any lot in the above mentioned subdivision that the use of all said lots is hereby made subject to the following restrictions, restrictive covenants and agreements, shall run with the land and be binding upon said lots and whomsoever own the same, to-wit:

35

ADMITTED TO RECORD  
BOOK PAGE  
FILE NO.

MAY 19 2 08 PM '80

LOIS C LERAY  
REGISTRAR  
NEW HANOVER CO., N.C.

RESTRICTIONS & COVENANTS

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 TWO STORIES 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 VENDOR PRIOR TO ITS 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, OUTBUILDING 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 VENDOR 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 CONTRACTING PARTY OR 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.

RETURNED TO

*Melissa Spurrell*

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 VENDOR PRIOR TO ITS PLACEMENT OR CONSTRUCTION.

9. EASEMENTS AND RIGHTS-OF-WAY ARE HEREBY RESERVED ON, OVER, AND UNDER ALL OF THE LOTS WHICH SAID VENDEE AGREES TO PURCHASE 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 VENDOR OR ITS 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 CONTRACTING PARTY OR 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 CONTRACTING PARTY OR OWNER OF THE LOT.

10. NO FARM ANIMALS OR WILD ANIMALS SHALL BE KEPT OR ALLOWED UPON ANY LOT OR PART OF ANY LOT, AND NO DOMESTICATED ANIMALS SHALL BE ALLOWED ON SAID LOT OR LOTS EXCEPT FOR SUCH DOMESTICATED ANIMALS AS ARE OWNED BY THE VENDOR, HIS SUCCESSORS OR ASSIGNS, AND ARE RETAINED FOR HIS PRIVATE, PERSONAL AND NON-COMMERCIAL ENJOYMENT.

11. IN THE EVENT A LOT IS VACATED OR NEGLECTED IN A MANNER THAT PRESENTS AN UNSIGHTLY APPEARANCE OR HAZARD TO ADJOINING LOTS, THEN THE VENDOR OR ITS 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 VENDOR 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, THE COST INCURRED THEREBY, INCLUDING A REASONABLE ATTORNEY'S FEE, SHALL ALSO BECOME A CHARGE AGAINST THE LAND AND BE RECOVERABLE IN THE SAME ACTION.

12. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT OR PART OF ANY LOT OR ADJACENT STREET, 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.

13. 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 SAID COVENANTS IN WHOLE OR IN PART.

14. 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.

15. 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.

16. THE FAILURE BY ANY LAND OWNER OR THE VENDOR OR ITS DESIGNEES 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.

17. ALL MOBILE HOMES LOCATED ON THESE LOTS SHALL BE A 1977 MODEL OR LATER. MOBILE HOMES EARLIER THAN THE YEAR 1977 WILL NOT BE ACCEPTABLE.

BOOK PAGE  
1168 0760

It is further covenanted and agreed that all roads and streets in the subdivision are to be reserved for the private use of the owners of the individual lots in the subdivision, as are any areas designated as common areas; these areas to include Glynnwood Road. By execution of this instrument or the subsequent acceptance of a Deed or conveyance of any portion of this subdivision, each lot owner, for himself, his heirs, executors and assigns covenants to maintain and keep in repair the aforesaid roads, streets and common areas. The lot owners in this subdivision shall constitute an association for common purpose and shall by majority vote be authorized to assess the necessary costs and expenses to accomplish this purpose. Each lot owner's assessment in this regard shall be paid promptly when the same becomes due and in the event of a lot owner's failure to pay the same promptly when due the obligation shall constitute a lien upon the delinquent land owner's premises and the same may be enforced in law and equity as in the case of any lien foreclosures. Such assessment shall accrue to the benefit of and may be enforced jointly and severally by the other property owners of Glynnwood Estates Section II Subdivision or the association of property owners to be formed. At such time as any public body shall undertake to maintain the roads and streets and other common areas and provide the other public services contemplated herein this covenant shall cease, terminate and be held null and void.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be signed all on the day and year first above written.

*Signatures*  
 RECORD OF POOR QUALITY DUE TO  
 CONDITION OF ORIGINAL DOCUMENT  
 G. S. 161 - 14

Carroll A. Spencer (SEAL)  
 Carroll A. Spencer

Susan S. Spencer (SEAL)  
 Susan S. Spencer

Larry Wayne Pait (SEAL)  
 Larry Wayne Pait

Stanley S. Doherty (SEAL)  
 Stanley S. Doherty

Tony Lee Barnhill (SEAL)  
Tony Lee Barnhill

Carolyn Bowen Barnhill (SEAL)  
Carolyn Bowen Barnhill

Ralph B. Holland (SEAL)  
Ralph B. Holland

Nancy H. Holland (SEAL)  
Nancy H. Holland

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Leon H. Hillburn, a Notary Public in and for the state and county aforesaid, do hereby certify that CARROLL A. SPENCER and wife, SUSAN S. SPENCER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 10 day of May, 1980.



Leon H. Hillburn  
Notary Public  
My commission expires: 5/5/85

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Leon H. Hillburn, a Notary Public in and for the state and county aforesaid, do hereby certify that LARRY WAYNE PAIT, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 10 day of May, 1980.



Leon H. Hillburn  
Notary Public  
My commission expires: 5/5/85

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Leon H. Hilburn, a Notary Public in and for the state and county aforesaid, do hereby certify that STANLEY S. DOHERTY, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 10 day of May, 1980.



Leon H. Hilburn  
Notary Public  
My commission expires: 5/5/85

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Leon H. Hilburn, a Notary Public in and for the state and county aforesaid, do hereby certify that TONY LEE BARNHILL and wife, CAROLYN BOWEN BARNHILL, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 10 day of May, 1980.



Leon H. Hilburn  
Notary Public  
My commission expires: 5/5/85

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Leon H. Hilburn, a Notary Public in and for the state and county aforesaid, do hereby certify that RALPH B. HOLLAND and wife, NANCY H. HOLLAND, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 10 day of May, 1980.



Leon H. Hilburn  
Notary Public  
My commission expires: 5/5/85

STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing Certificate of Leon H. Hilburn, Notary Public

are certified to be correct.  
This the 19 day of May 19 80

Drawn By  
Lois C. LeRay, Register of Deeds  
By Mary Sue Oata, Deputy

Received and Recorded  
5/19/1980 at 2:08 PM  
Lois C. LeRay  
Register of Deeds

Page 764 Skipped