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WAYNE COUNTY, NC
JUDY HARRISON REGISTER OF DEEDS

Indexed

BK **3199** PG **744-752**

Prepared by and return to:
W. Mack Rice, P.A.

9-\$2600

RESTRICTIVE AND PROTECTIVE COVENANTS
FOR
GLENN LAUREL
SECTION NINE

KNOW ALL MEN BY THESE PRESENTS:

THE H. RAY FAMILY LIMITED PARTNERSHIP, WILL ROGERS SULLIVAN and wife, EDITH D. SULLIVAN, CHARLES RAY SULLIVAN and wife, MARGUERITE H. SULLIVAN, ANN PATE ROUSE, and husband, HUGH THOMAS ROUSE, being the owners of all Lots as shown on a map or plat entitled "Final Map, Glenn Laurel, Section Nine", recorded in Plat Cabinet O, Slide 30-I, Wayne County Registry

W. HILLMAN RAY, JR. joins in the execution hereof to acknowledge his consent to be bound by the provisions contained in paragraph 19 herein.

The specific Lots, or portions thereof, being owned as follows:

The H. Ray Family Limited Partnership – All or portions of Lots 88 through 105;

Will Rogers Sullivan and wife, Edith D. Sullivan and Charles Ray Sullivan and wife, Marguerite H. Sullivan – Portions of Lots 92, 93 and 94; and,

Ann Page Rouse and husband, Hugh Thomas Rouse – Portions of Lots 88, 89, 92 and 93.

The owners have established a general plan for the improvement and development of said property and do hereby establish the covenants, conditions, reservations and restrictions upon which, and subject to which, all lots and portions of such lots shall be improved and conveyed by them as owners thereof. These covenants, conditions, reservations, restrictions and easements are hereinafter set out and shall run with the land and shall bind and inure to the benefit of the purchasers, their prospective heirs, personal representatives, successors and assigns as set forth herein. The covenants, conditions, reservations and restrictions are as follows:

1. LAND USE AND BUILDING TYPE: No lot shall be used for anything except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for no more than three cars and customary outbuildings. No trailer, mobile home or other similar type dwelling shall be permitted or maintained on any lot for use as a residence or any other purpose. No commercial activity may be conducted upon any lot, except a professional person may use a part of the home for an office.

2. DWELLING QUALITY AND SIZE: Neither cinderblock or asbestos shingle siding structures, nor mobile homes, or modular type homes shall be erected or permitted on any lot located in this subdivision. All customary outbuildings must be of the same or similar quality exterior as the main structure, and located in the rear of a lot. The heated square footage of the main structure of any dwelling located on these lots, exclusive of open porches and garages, shall not be less than 1,250 square feet. Architectural design, building plans, and site plan must be approved by the Architectural Committee before beginning construction.

3. ARCHITECTURAL COMMITTEE: Nolan W. Sydes, Anthony W. Sydes, and David M. Sydes shall be the only members of the Architectural Committee until such time as Glenn Laurel, Section Nine, is fully developed. Upon closing on the last lot sold to a consumer, W. Hillman Ray, Jr. shall become the only member of the Architectural Committee until September 1, 2025 or until his death, whichever first occurs, then such committee shall be elected by a majority of the lot owners. The Architectural Committee is tasked with reviewing all plans and specifications for dwellings and outbuildings as well as all other improvements to lots, including driveways and mailboxes. It shall also be tasked with all other duties set forth herein. Approval or denial of proposed plans and specifications is completely within the discretion of the committee using a reasonableness standard by taking into account the character and quality of the neighborhood.

4. BUILDING LOCATIONS SHALL BE AS FOLLOWS:

A. All buildings shall be located according to the setback requirements shown on the recorded plat. Provided, however, the Architectural Committee may waive any minor violation of said setback requirements. A minor violation is defined as any encroachment which does not exceed ten percent (10%) of the minimum setback required.

B. For the purposes of these covenants, eaves, steps, carports and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or any easement shown on the subdivision map.

C. Customary outbuildings must be placed in the rear of the lot.

D. Driveway construction and location must be approved by the Architectural Committee. Driveway components, including quality of piping and size, shall be in conformity with North Carolina Department of Transportation standards.

5. LOT AREA AND WIDTH: No lot shall be subdivided unless it is for the purpose of enlarging the lots of adjoining lot owners where a vacant lot lies between them.

6. FENCE: Fences, walls, or barricades in the rear of the lot shall be six feet in height or lower. For purposes of these covenants, the rear yard of any lot shall begin at a point parallel with the center of the dwelling located on the lot and extend to the rear property line of the lot. Fences in the front of the lot are strictly prohibited. For purposes of these covenants, the front yard of any lot shall begin at a point parallel with the center of the dwelling on the lot and extend to the front property line of the lot. The location and construction of any fence must receive approval from the Architectural Committee.

7. SATELLITE DISHES: Satellite dishes over 36" in diameter shall not be allowed. The Architectural Committee must approve all satellite dishes and their location upon a structure.

8. POOLS: The location and construction of any pool must receive approval from the Architectural Committee.

9. NUISANCE: No noxious or offensive activity shall be carried on upon a lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No wrecked, junked or unusable, unlicensed vehicles are to remain upon a lot.

10. APPEARANCE: All lots are to be maintained, free from undergrowth, dead trees, trash and rubbish. Grass shall not exceed a length of 6" in height upon any lot at any time. In the event that an owner does not properly maintain his/her lot as provided herein, then any other owner or owners or the Architectural Committee, at their option, may have the lot cleaned or mowed to their satisfaction, and the costs thus incurred shall be the responsibility of the owner of the lot where services were rendered. Prior to clean-up services being rendered to a lot, the owner must be given a 7-day written notice by regular first class mail addressed to the owner at the property address or the actual mailing address of the owner, if known to the party seeking to have clean-up services rendered. Enforcement of the cost of clean-up shall be in a court of competent jurisdiction.

11. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

12. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

13. ANIMALS: No livestock or poultry of any kind shall be raised, bred or kept on any lot. Cats, dogs or other household pets reasonable in number and size may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided further, no pens

for animals shall be allowed on any lot within the subdivision. A small doghouse is permissible if located with concern for adjoining property owners. Pets shall not be allowed to run freely throughout the neighborhood. No Rottweilers, Pitbulls, Akita, Alaska Malamute, Siberian Husky, Chow-Chow, American Staffordshire Terrier, Bull Terrier, or breeds with these bloodlines shall be allowed in the subdivision, either by owners or their guests.

14. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All equipment for the disposal of such material shall be kept in a clean and sanitary condition. All trash containers shall be concealed by fence or shrubbery.

15. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Wayne County Health Department. Approval of such system as installed shall be obtained from such authority.

16. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Wayne County Health Department. Approval of such system as installed shall be obtained from such authority.

17. UNDERGROUND UTILITIES: All electrical service, telephone lines and other utility lines shall be placed underground unless this restriction is waived by the Architectural Committee. The owners, for themselves or by and through the Architectural Committee or other authorized representative, reserve the right to subject the property in this subdivision to a contract with a utility company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment by the owner of each lot. The owners reserve unto themselves, their successors and assigns all easements which may at any time in the future grant to others over, beneath and across the lots and streets of the subdivision for the purposes of rights of way for gas lines, water lines, sewer pipes, telephones and/or electric lines, wires, cables and all equipment necessary for installation, use and maintenance of such utilities.

18. PARKING: Vehicle parking is limited to driveways and garages. Residents must keep the public road and right-of-way unobstructed at all times. Parking of boats and recreational vehicles shall be in garages or the rear of the lots. No tractors, tractor-trailers, semi-trucks or other heavy-duty equipment may be kept within the subdivision, except during the development period.

19. ROAD MAINTENANCE: The H. Ray Family Limited Partnership and W. Hillman Ray, Jr., jointly and severally, agree to maintain and repair all streets, roads, and cul-de-sacs in Glenn Laurel, Section Nine. This obligation to repair and maintain the streets in this subdivision

upon the parties above shall extend until such time as the North Carolina Department of Transportation shall assume the responsibility for the repair and maintenance of said streets, or September 1, 2025, whichever first occurs. If the responsibility for repair and maintenance of the streets has not been assumed by the North Carolina Department of Transportation or other governmental authority as of September 1, 2025, then a majority of the owners of the lots shall implement written rules and procedures for street repair and maintenance, which shall be recorded and deemed as a supplement or amendment to these covenants and enforceable in the same manner.

20. TERM: These 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 the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

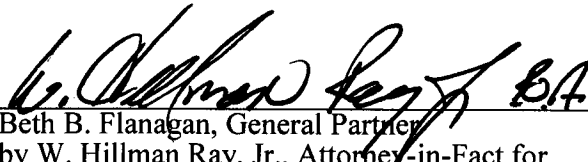
21. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity by any lot owner or the Architectural Committee against any person or persons violating or attempting to violate any covenant either to restrain violation, correct a violation or to recover damages. Injunctive relief shall be available. A successful action to enforce these covenants shall entitle the prevailing party to an award of costs and a reasonable attorney's fee.

22. SEVERABILITY: Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

23. WILDLIFE REFUGE: Glenn Laurel, Section Nine, shall be declared a wildlife refuge. No hunting shall be allowed on any property within the subdivision.

IN WITNESS WHEREOF, the owners herein, have caused this instrument to be executed effective this 25th day of September, 2015.

THE H. RAY FAMILY LIMITED PARTNERSHIP

By:  (SEAL)
Beth B. Flanagan, General Partner
by W. Hillman Ray, Jr., Attorney-in-Fact for
Beth B. Flanagan, General Partner

 (SEAL)
WILL ROGERS SULLIVAN

Edith D. Sullivan (SEAL)
EDITH D. SULLIVAN

Charles Ray Sullivan (SEAL)
CHARLES RAY SULLIVAN

Marguerite H. Sullivan (SEAL)
MARGUERITE H. SULLIVAN

Ann Pate Rouse (SEAL)
ANN PAGE ROUSE

Hugh Thomas Rouse (SEAL)
HUGH THOMAS ROUSE

W. Hillman Ray, Jr. (SEAL)
W. HILLMAN RAY, JR.

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

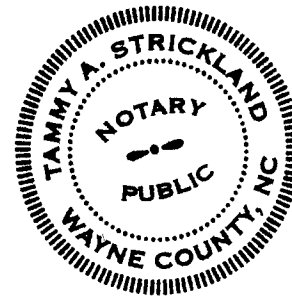
I, Tammy A. Strickland, a Notary Public of said County and State, do hereby certify that W. Hillman Ray, Jr. personally came before me this day and acknowledged that he is the Attorney-in-Fact for Beth B. Flanagan, General Partner of THE H. RAY FAMILY LIMITED PARTNERSHIP, and that he, being authorized as such to do by instrument recorded in Book 2926, Page 123, Wayne County Registry, executed the foregoing

instrument as Attorney-in-Fact for Beth B. Flanagan, General Partner, for and on behalf of THE H. RAY FAMILY LIMITED PARTNERSHIP.

WITNESS my hand and official seal, this the 21st day of September, 2015.

Tammy A. Strickland
Notary Public

My Commission Expires: 10/08/19



STATE OF NORTH CAROLINA

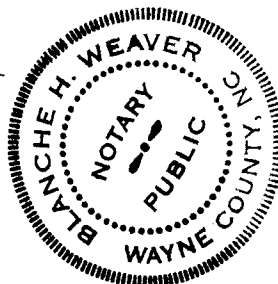
COUNTY OF Wayne

I, Blanche H. Weaver, a Notary Public in and for said county and state, do hereby certify that WILL ROGERS SULLIVAN and wife, EDITH D. SULLIVAN personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this the 16th day of September, 2015.

Blanche H. Weaver
Notary Public

My Commission Expires: May 17, 2019



STATE OF NORTH CAROLINA

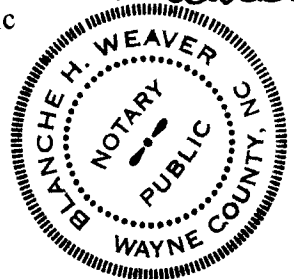
COUNTY OF Wayne

I, Blanche H. Weaver, a Notary Public in and for said county and state, do hereby certify that CHARLES RAY SULLIVAN and wife, MARGUERITE H. SULLIVAN personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this the 16th day of September, 2015.

Blanche H. Weaver
Notary Public

My Commission Expires: May 17, 2019



STATE OF NORTH CAROLINA

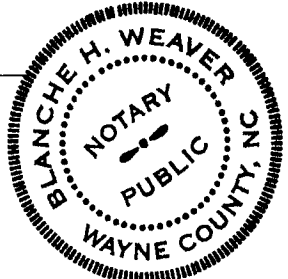
COUNTY OF Wayne

I, Blanche H. Weaver, a Notary Public in and for said county and state, do hereby certify that ANN PAGE ROUSE and husband, HUGH THOMAS ROUSE personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this the 25th day of September, 2015.

Blanche H. Weaver
Notary Public

My Commission Expires: May 17, 2019



STATE OF NORTH CAROLINA

COUNTY OF Wayne

I, Tammy A. Strickland, a Notary Public in and for said county and state, do hereby certify that W. HILLMAN RAY, JR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this the 21st day of September, 2015.

Tammy A. Strickland
Notary Public

My Commission Expires: 10/08/19

