

BOOK 378 PAGE 583

STATE OF NORTH CAROLINA
COUNTY OF MOORE

KNOW ALL MEN BY THESE PRESENTS that JAMES L. FRITH, JR. and wife, BONNIE ANN FRITH, as owners and developers do hereby dedicate and establish the following covenants and restrictions to be hereafter applicable to all conveyances of land within that certain 198.64 acre tract located in Carthage Township, Moore County, North Carolina as shown on map recorded in Book of Maps 1974, Volume // , Page 50 of the Moore County Registry and being known as GLENDALE when deed or deeds for such land shall make specific reference to this dedication or declaration; said covenants and restrictions to run with said land by whomsoever owned, and which are expressly consented to by the grantee or grantees in said deed or deeds by the mere acceptance of said deed or deeds.

It is contemplated and intended that all purchasers and future owners of the various Lots comprising the Subdivision shall operate as an integrated entity with common benefits to be shared and common responsibilities to be borne by all such purchasers and future owners. In furtherance thereof, all such purchasers and owners shall participate in an association hereinafter described (the "Association"), the purpose and function of which shall be to administer such common benefits and responsibilities.

ARTICLE I

ASSOCIATION OF OWNERS

Section 1. The conditions, restrictions, covenants, agreements and easements set forth herein shall be administered by the Association of owners of Lots in the Subdivision referred to hereinabove. This Association (the GLENDALE Owners Association) is a nonprofit corporation to be organized under the laws of the State of North Carolina, to be incorporated within 90 days after recording of plat.

Section 2. The Association shall manage, maintain and administer all matters pertaining to common expenses and common obligations of the owners and purchasers of Lots in the Subdivision.

Section 3. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each purchaser of a Lot in the Subdivision and each purchaser of a Lot in any additional Subdivision to which these Restrictions may be extended shall, upon the recordation of a deed

Recording 8.50 pd
Gauger Clifford
Southern Lumber Co.

of conveyance of land contract to purchase such Lot, automatically be and become a member thereof so long as such person shall be a purchaser or owner of such Lot. During such time as any land contract is in force with respect to any such Lot the land contract vendee shall be considered to be the member of the Association. Each Lot shall be deemed to have only one owner regardless of the number of persons owning undivided interests therein. The Grantor shall be a member of the Association with respect to all Lots until such time as a land contract or deed shall be executed to effectuate a conveyance of or to create an interest in such Lot in some person or entity other than the Grantor.

(b) Membership in the Association shall consist of two classes. One class, designated Class A membership, shall consist of all persons to whom the Grantor has conveyed or contracted to convey Lots in the Subdivision. Each such person shall be entitled to one vote on any matter presented for a vote to the membership. The other class, designated Class B membership, shall consist of the Grantor, its successors or assigns, which shall be entitled to five votes for each Lot retained by it at any such meeting of the membership. In all respects other than their relative voting rights, the members of the two classes shall enjoy equal rights except as expressly provided in these Restrictions and in the Articles of Incorporation and Bylaws of the Association.

(c) Membership in the Association and the share of an owner in the funds and assets of the Association shall be construed as incidents of ownership of Lots in the Subdivision and shall not under any circumstances be assigned or transferred except as title to each such Lot shall be assigned, mortgaged or transferred. No mortgagee of any such Lot shall become a member of the Association unless he or it shall have first foreclosed such mortgage and shall have become the owner of record of such Lot.

(d) The Association shall keep detailed books of account showing all expenditures and receipts and shall specify the maintenance, repair and administration expenses of the Association and any other expenses incurred by or on behalf of the Association. Such accounts shall be open for inspection by the members upon request.

(e) The Board of Directors of the Association may designate an independent agent (which may be the Grantor or a related entity) to manage the affairs of the Association, which agent shall be entitled to receive reasonable compensation to be fixed by negotiation between it and the Board of Directors. Such compensation shall be an expense of administration.

ARTICLE II

MAINTENANCE FUND

Section 1. All of the land included in the plat of the Subdivision, whether owned by the Grantor or by others, except streets, parks and common areas maintained for the general use of the owners and purchasers of Lots in the Subdivision, shall be subject to an annual maintenance charge commencing January 1, 1974, to be paid by such owners and purchaser annually in advance on the first

day of January of each year; provided, however, that the Grantor shall make payment only on 1 of every 5 Lots owned in said Subdivision.

Section 2. The amount of such annual charge shall be established and may be adjusted from year to year by the Board of Directors of the Association as the needs of the property may in the judgment of the Directors require, but in no event shall such charge be more than One Hundred Twenty Dollars (\$120) per Lot except with the vote of 51 percent or more of the members of the Association present at any meeting of members, which approval and consent shall make any additional assessment binding upon all members of the Association.

Section 3. The maintenance fund shall be used for such of the following purposes as the Directors of the Association shall determine necessary and advisable from time to time: Improvement and maintenance of common areas and property of the Association; planting of trees and shrubbery and the care thereof; collecting and disposing of garbage, ashes and rubbish; maintenance of vacant property, roads and road right-of-ways, subdivision entrance ways and other public areas; weed control; constructing, purchasing, maintaining or operating any community service or facility including leasing of property or facilities deemed necessary or advisable in the opinion of the Directors of the Association for the general welfare of the membership; for social activities; for expenses incident to the examination of plans as herein provided and for the enforcement of these Restrictions.

Section 4. The maintenance charge and any expenses incurred in removing or completing any building in accordance with these Restrictions, shall be a lien and encumbrance upon the land with respect to which said charges are made. The owner or purchaser of any Lot in the Subdivision (not including any mortgagee unless he has foreclosed his mortgage and become an owner of record of such property) shall, by accepting title to or by accepting a land contract vendee's interest in any such Lot, agree that he shall be liable from the time of acquiring such title or such land contract vendee's interest for all such charges falling due thereafter during the term of such land contract and during any period of such ownership. A statement in writing setting forth such charges shall be periodically issued by the Association or its agent and shall be delivered to any owner or purchaser liable for such charges. Delinquent payments shall accrue interest at the rate of seven (7%) percent per annum from the date due until paid.

Section 5. By accepting the conveyance of a Lot or by the execution of any land contract to purchase any Lot in the Subdivision, each owner or purchaser shall be held to have vested in the Association the right and power in its own name to take and prosecute all suits which may in the opinion of the Directors of the Association be necessary for the collection of such charges.

ARTICLE III

RESTRICTIONS

Said covenants and restrictions are specifically listed as follows:

1. All Lots in Glendale will be used for residential purposes only. No building shall be erected, placed or permitted to remain on any tract other than one detached single-family dwelling or an attached stable (hunt box style).

2. All one story dwellings shall have a finished ground floor area of 1000 square feet or more, exclusive of basements, porches and garages. Any residence 1000 sq.ft. minimum.

3. PURPOSE AND RESTRICTED USE: Since the property is generally divided into 5 acre tracts or more and thus is zoned "AGRICULTURE", restrictions are hereby established so as to allow stabling of horses and to conduct any nonoffensive agricultural activity. However, in no event will the raising of poultry or hogs be allowed.

4. The owner of any tract may erect one or more outbuildings thereon provided that he first submits plans for such outbuildings to Glendale I Association or such person as shall have been designated in writing by it. Such plans shall show the location of the proposed outbuildings. Such plans shall be approved, or shall be deemed to have been approved as provided by the Outline of Requirements vested in the Developer of Glendale.

5. No building shall be located on any tract nearer to the street right of way than 75 feet nor nearer to the street right of way on corner tracts than 50 feet, nor nearer to the mean high water level shore line of any pond than 50 feet, nor nearer to the side property line on other tracts than 25 feet. EXCEPTION: Lots smaller than 5 acres - side line offsets will be allowed to 15 feet.

6. No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No junk cars, equipment, or similar vehicles or equipment shall be permitted to remain on any tract unless said vehicles or equipment are placed out of view of the right of way or completely enclosed in an outbuilding or garage. Mobile powered horse vans or mobile powered recreation vehicles are an exception to this rule.

7. 5 acre or more tracts may be subdivided once with the written consent of the Developer and the Glendale Association, or such other persons designated by it, and duly recorded at the Moore County Registry.

8. No shelter of a temporary or permanent character, such as a trailer, basement, tent, shack, garage or barn shall be used on any tract any time as a residence, either temporarily or permanently. No mobile home, cement block or cement block chimney attached to any home nor any modular home will be allowed as a residential dwelling.

9. In order to maintain architectural beauty within Glendale and to guard against the erection therein of poorly designed or proportioned structures, no building shall be erected or allowed to remain on said property until a complete set of plans and specifications have been submitted to and approved in writing by James L. Frith, Jr.,

or his designated agent, Gouger, O'Neal & Saunders Realty Co., 107 N. E. Broad Street, Southern Pines, North Carolina. In the event that the person to whom said plans and specifications are submitted fails to approve or disapprove such design within thirty days after such plans and specifications have been submitted to him, or in any event, if no suit to enjoin the erection of such building has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Those persons reviewing the plans submitted to them shall not be entitled to any compensation for services rendered pursuant to this covenant.

10. An easement is reserved over the rear 5 feet of each Lot and over a strip 5 feet in width along the side lines of each Lot for the installation of utilities and drainage facilities. In the event that any owner of two or more adjacent Lots shall prepare plans for construction of a house on the line separating two or more such Lots, the said James L. Frith, Jr., Developer, or such person as shall have been designated in writing by him shall be authorized to release said 5 foot easement by a proper written instrument duly recorded in the Moore County Registry.

11. In order to maintain ecological balance, prevent erosion and maintain proper foliage, no trees in excess of 4" in diameter shall be removed from any tract without the express written permission of James L. Frith, Jr., Developer, or such person as shall have been designated by him, except that properly planned permanent pasture will be allowed so long as no more than 50% of any presently platted tract is cleared and plans are approved by the Developer, or such person as shall have been designated by him. In addition to the above mentioned permanent pasture, homesites and driveways to buildings or pasture lands may be cleared at any time. Dead and diseased trees may be removed immediately.

12. All sanitary facilities shall be located within the residence structure, itself, and shall be constructed in accordance with the Moore County Board of Health recommendations.

13. No advertising signs of any kind shall be erected on any Lot unless approved by the Developer and Glendale Association, or its assigns.

14. All docks and fences shall be so built and maintained that they will not be objectionable, annoying or detract from the general beauty of the surroundings.

15. It is the intent and purpose of Glendale and the Developer to develop and maintain the complex into an exclusive residential and agricultural housing community of the highest quality and at the same time to retain the natural, unspoiled beauty now existing on the site, and to that end the following restrictive uses and limitations are placed on all Lots sold within this development:

(a) No fuel tanks or storage receptacles, including garbage and trash, shall be exposed to public view. These shall either be located and kept in an accessory building or approved underground receptacles.

(b) Each Lot owner within the development shall maintain and preserve his Lot or Lots ^{and buildings} in a clean, orderly and attractive appearance within the spirit of this development, as set out above. Failure on the part of the Lot owner to adhere to such proper, clean, orderly and attractive maintenance of his property, upon ten days' written notice given to him by the Developer or Glendale Association, or its successor or assign, shall constitute permission for the Association to go upon the premises with such labor as is necessary and maintain same and to assess said property owner for such maintenance work performed.

(c) No open or exposed storage, including junk or abandoned items of personal property, shall be maintained on any Lot.

16. Both farm ponds, Upper Glendale and Lower Glendale, may be used by all resident Lot owners of Glendale for boating and fishing only. Foot access easements have been provided in the Master Plan. No motorboat other than electric power troll motor, not to exceed 1.5 horsepower, will be allowed.

17. The Developer reserves the right to assign all of the duties of the Architectural Committee to Glendale Association.

18. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant. Such action may be either one to restrain a violation or to recover damages.

19. Invalidation of any one 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.

20. 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals on this 13th day of February, 1974.

James L. Frith Jr. (SEAL)
JAMES L. FRITH, JR.

Bonnie Ann Frith (SEAL)
BONNIE ANN FRITH

STATE OF North Carolina

COUNTY OF Moore

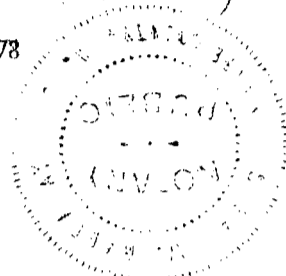
I, Susan W. Hardaway, a Notary Public, do

hereby certify that JAMES L. FRITH, JR. and wife, BONNIE ANN FRITH, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein expressed.

Witness my hand and notarial seal, this 13th day of February, 1974.

Susan W. Hardaway
NOTARY PUBLIC

My Commission expires: My Commission Expires September 5, 1978



NORTH CAROLINA - MOORE COUNTY
The foregoing (or annexed) certificate of
Susan W. Hardaway, Notary Public
Moore COUNTY,
STATE OF N. C., is certified to be
correct. This February 13, 1974.

Grier Gilmore
Register of Deeds
Mary R. Phillips Assistant

FILED
BOOK 378 PAGE 583

FEB 13 11 08 AM '74

GRIER GILMORE
REGISTER OF DEEDS
MOORE COUNTY, N.C.