

# The Glasgow Mountain Top

10 acres +/-

Wallace Mountain, Off North Fork Rd, Black Mountain, NC

MLS 3375128



*Presented by*

**H2O**

Mountain Realty

**Woody Fender, ALC**

*Owner & Broker*

Accredited Land Consultant

*text & telephone*

**(828) 713-2953**

*full details at our website*

*Email*

**[h2omountainrealty.net](http://h2omountainrealty.net)**

**[woody@h2omountainrealty.net](mailto:woody@h2omountainrealty.net)**



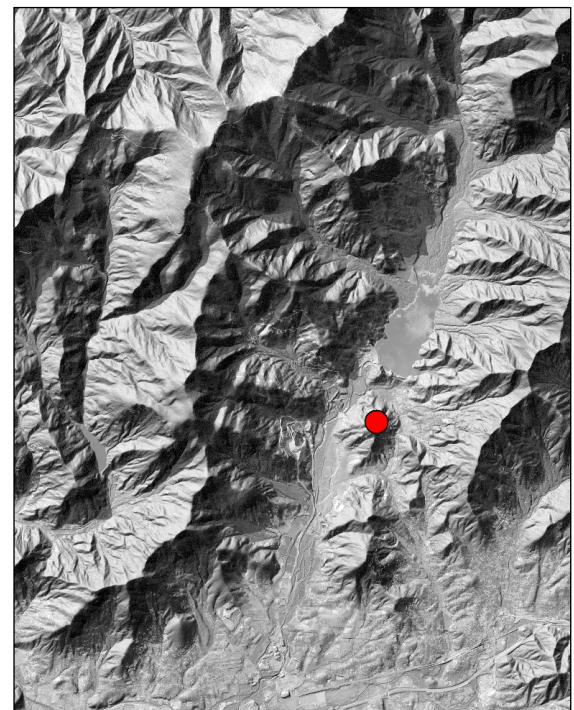
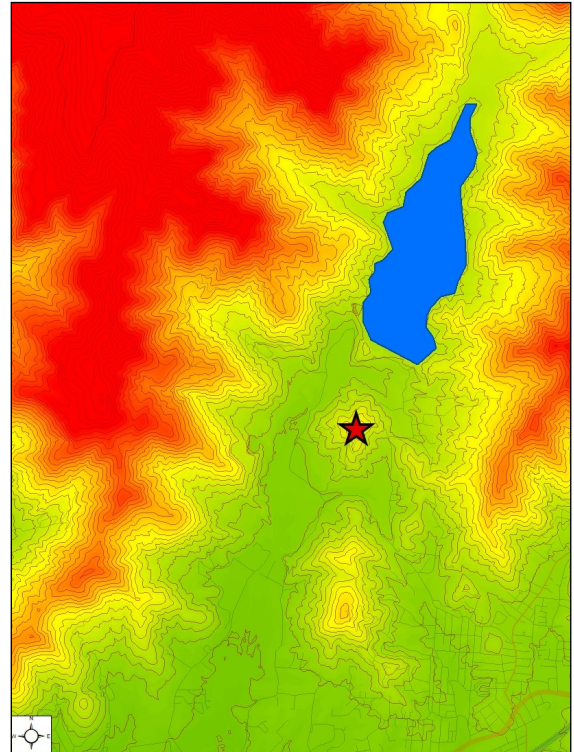
**The Glasgow Mountain Top** looks out from Wallace Mountain to incredible views in every direction.

To the north is Burnett Reservoir - the protected source of Asheville's water. High above the reservoir are the Black Mountains and atop them is the Blue Ridge Parkway - all of this is protected forever against development. To the east and south and west are also stunning vistas. Have a look at the maps to the right - the land is marked with red - and see how the tract is atop a solitary mountain with valley and then other chains in all 360 degrees.

The views are protected and assured due to the size and topography of the property - trees on this tract may be trimmed to sculpt the views you choose.

Building will be easy. There is power, water and an excellent drive to a near level area perfect for a home.

The ten acres are just minutes from downtown Black Mountain and are easy to visit with 2wd drive.

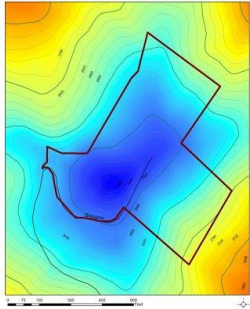


## Cross Property Agent Full w/photos

TBD Glasgow Trail, Black Mountain NC 28711

List Price: \$379,000

CMLS#: 3375128	Category: Lots/Acres/Farms	Parcel ID: <a href="#">0700685636</a>
Status: Active	Tax Location: Buncombe	County: Buncombe
Subdivision: Wallace Mountain Estate	Tax Value: \$147,000	Plat Book/Slide:
Zoning: R-LD	Deed Reference: 1343 / 374	Block/Section:
Legal Desc: metes, bounds		
Elevation: 3000-3500 ft. Elev.		



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CarolinaMMLS 2018

General Information

Type: Acreage  
Can be Divided?:  
\$/Acres: \$37,900.00

School Information

Elem: Unspecified  
Middle: Unspecified  
High: Unspecified

Land Information

Approx Acres: 10.00  
Acres Cleared:  
Acres Wooded:  
Approx Lot Dim:  
Min Sqft To Build: 1,400  
Prop Foundation:  
Lot Desc: Level, Private, Sloping, Water view, Winter View, Year Round View

Utility/Plan Information

Sewer: None  
Water: Community Well  
Outbuildings: No  
Dwellings: No  
Bedrooms Septic:

Additional Information

Prop Fin: Cash, Conventional  
Publically Maint Rd: No  
Ownership: Seller owned for at least one year  
Special Conditions: None

Features

Lake/Water Amenities: None		
Comm Features: Walking Trails		
Exterior Feat: Wooded		
Access: Gravel Road, Private Road	Street:	
Suitable Use: Private Estate, Residential		
Subject To HOA: Required HOA Subj Dues:	Assoc Fee:	Subject to CCRs:

Remarks

**Public Remarks:** Entire top of mountain only 6 minutes from downtown Black Mountain! 360 degree views - awesome in all directions. To the north is a lake view of the North Fork Reservoir with the Black Mountains above, all the way up to Craggy Gardens and Parkway. To the south is the Swannanoa Valley, the Swannanoa Mountains & many, many other ridges and peaks. Water and power on property; excellent, easy access via good gravel road. Easily buildable gentle top.

**Agent Remarks:** Entire top of mountain only 6 minutes from downtown Black Mountain! 360 degree views - awesome in all directions. To the north is a lake view of the North Fork Reservoir with the Black Mountains above, all the way up to Craggy Gardens and Parkway. To the south is the Swannanoa Valley, the Swannanoa Mountains & many, many other ridges and peaks. Water and power on property; excellent, easy access v

**Directions:** Exit 64 (Black Mountain). Go north (left if coming fr Asheville) through town to North Fork Road. Go right on North Fork Left fork (at pasture) and then quickly turn right and then immediately right again onto Glasgow Trail. Property is entire top of mountain

**Company Remarks:** -

Listing/Agent/Office Information

DOM: 68	CDOM: 1,149	TOM Dt:	Expiry Dt: 03/29/19
Mkt Dt: 03/29/18	UC Dt:	DDP-End Date:	With Dt:
Agent/Own: No		List Type: Exclusive Right	
For Appointment Call: 828-651-8883		Agent Phone: 828-669-0047	
List Agent: <a href="#">Woody Fender (wfender)</a>		Office Ph: 828-669-0047	
Office: <a href="#">H2O Mountain Realty (NCM14470)</a>		Transaction Broker:	Bonus:
Buyer Agency: 5%	Sub Agency: 0%	Seller Name: Glasgow	
Named Prosp: No	Dual/Var: No	Full Service: Yes	
Web URL:			



ROBERT CLUGNE BYRD  
DB 723 PG 840  
PIN # 0700-75-0356

MORNING DILLICOUR JR. & FERN GILMOUR  
DB 1635 PG 403  
REF DB 4102 PG 1120  
PIN # 0700-68-4570

ROBERT JR. & CORNIE H. GLASGOW  
DB 1343 PG 374  
PIN # 0700-68-4678

EADS CONSTANCE & DAVID R. HARRA  
DB 4445 PG 378  
PIN # 0700-68-4703

JAMES W. BODDRO  
DB 2178 PG 883  
PIN # 0700-76-2849

TRACT THREE  
3.90 AC  
PIN # 0700-68-2125

TRACT 1

JAMES L. and CATHERINE W. HANEY  
DB 4281 PG 1028-1031  
PIN # 0700-67-3714

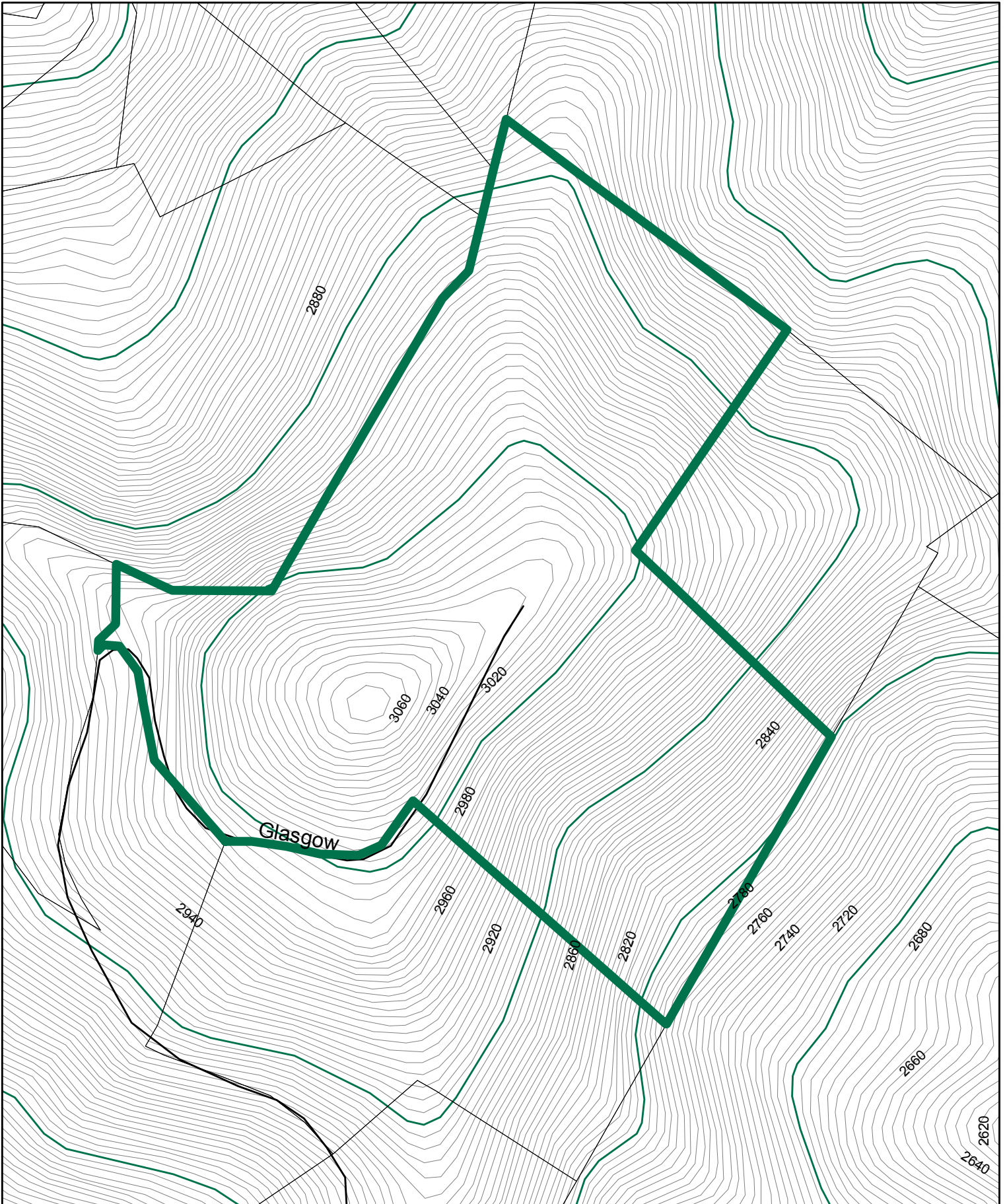
THOMAS B. MORRIS JR  
DB 328 PG 208  
PIN # 0700-76-0332

MICHEL M. LARIVIERE & TERRY LARIVIERE  
DB 2775 PG 408  
PIN # 0700-67-0445

PHILLIP G. MORRIS SR.  
DB 1454 PG 21  
PIN # 0700-77-0010

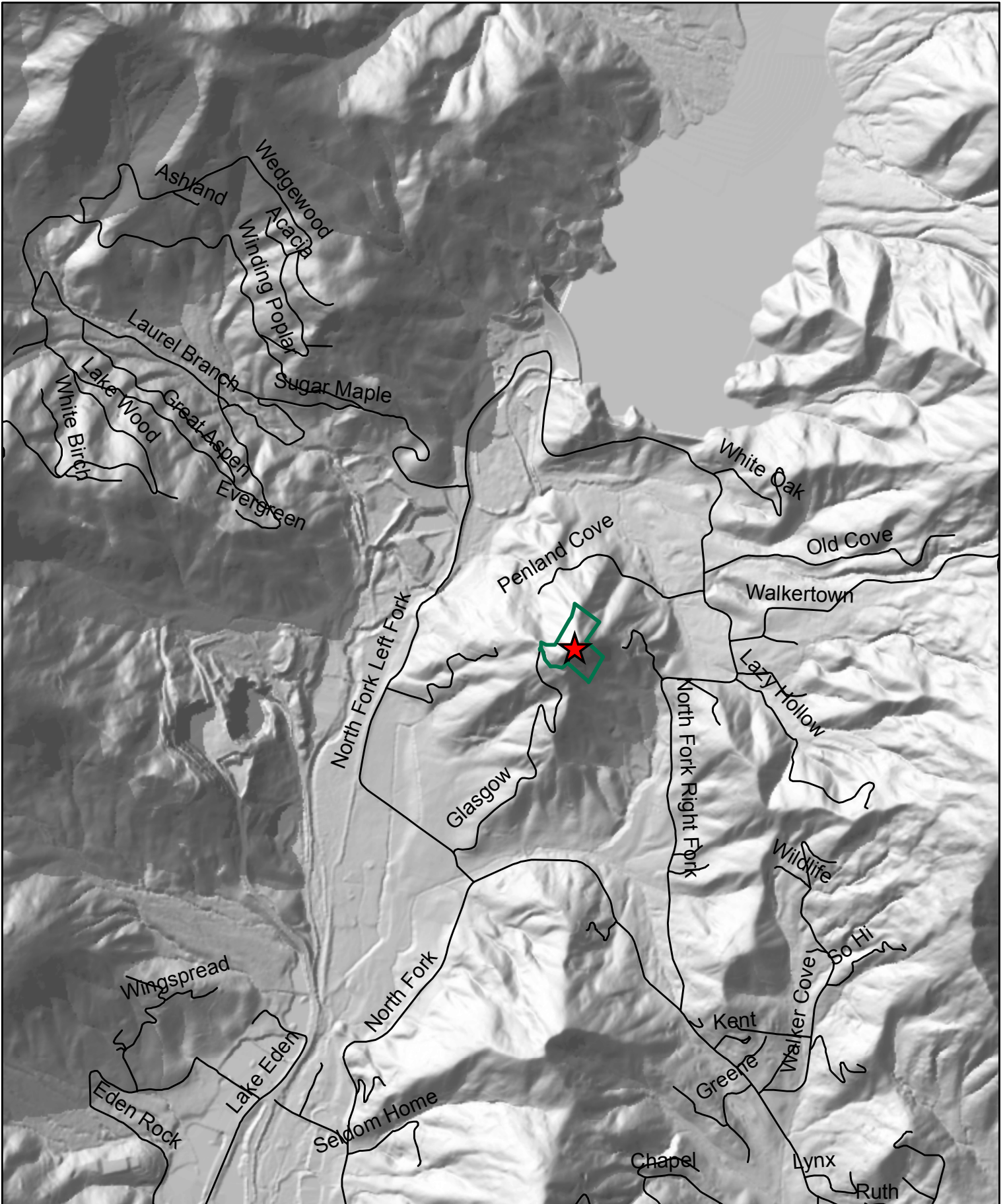
LINE	BEARING	DISTANCE
L 1	N 10°00'30"W	68.80'
L 2	N 09°28'20"W	42.50'
L 3	N 34°29'35"W	36.03'
L 4	N 82°53'21"W	29.00'
L 5	S 48°12'25"W	29.45'
L 6	S 07°29'25"W	38.80'
L 7	S 08°04'05"W	31.77'
L 8	S 18°03'02"W	76.70'
L 9	S 19°27'10"W	85.01'
L 10	S 11°43'42"E	37.82'
L 11	S 23°44'34"E	45.68'
L 12	S 28°08'04"E	71.00'
L 13	S 28°09'40"E	81.76'
L 14	S 32°53'28"E	28.45'
L 15	S 43°05'17"E	28.42'
L 16	S 68°58'51"E	74.06'
L 17	S 67°19'01"E	65.90'
L 18	S 61°10'31"E	53.18'
L 19	S 40°09'39"E	52.72'
L 20	S 20°58'22"E	39.89'
L 21	S 03°11'45"W	35.35'
L 22	S 39°10'03"W	59.18'
L 23	S 24°44'13"W	73.05'
L 24	S 18°30'50"W	39.77'
L 25	S 10°18'11"W	78.23'
L 26	S 13°58'48"W	77.37'
L 27	S 10°55'14"W	32.08'
L 28	S 07°18'03"E	47.62'
L 29	S 06°44'58"E	68.78'
L 30	S 06°03'21"E	43.77'
L 31	S 44°07'52"W	36.77'
L 32	N 63°05'17"W	41.78'
L 33	N 32°40'09"W	41.08'
L 34	N 29°48'14"W	88.05'
L 35	N 29°44'03"W	56.81'
L 36	N 18°02'23"W	80.64'
L 37	N 07°54'59"W	85.43'
L 38	N 03°05'03"W	82.76'
L 39	N 18°05'13"W	30.32'
L 40	N 68°11'53"W	28.87'
L 41	S 48°05'21"W	28.05'
L 42	S 22°40'37"W	80.91'
L 43	S 12°44'54"W	57.98'
L 44	S 38°53'14"W	68.80'
L 45	S 87°53'11"W	35.08'
L 46	N 87°00'34"W	47.30'
L 47	N 76°05'58"W	42.29'
L 48	N 80°15'58"W	42.29'
L 49	N 80°22'37"W	32.75'
L 50	N 33°49'20"E	44.88'
L 51	N 17°53'54"E	56.02'
L 52	N 52°10'44"E	45.00'
L 53	N 89°54'40"E	40.21'
L 54	N 89°58'40"E	68.97'
L 55	N 90°07'40"E	25.40'

- 1 - 2 N 0°06'38" W 101.38'
- 2 - 3 N 11°16'27" E 143.25'
- 3 - 4 N 35°03'28" E 69.89'
- 4 - 5 N 25°43'27" E 27.77'



0 70 140 280 420 560 Feet

Call  
Woody Fender, ALC  
828-669-0047



0 850 1,700 3,400 5,100 6,800 Feet

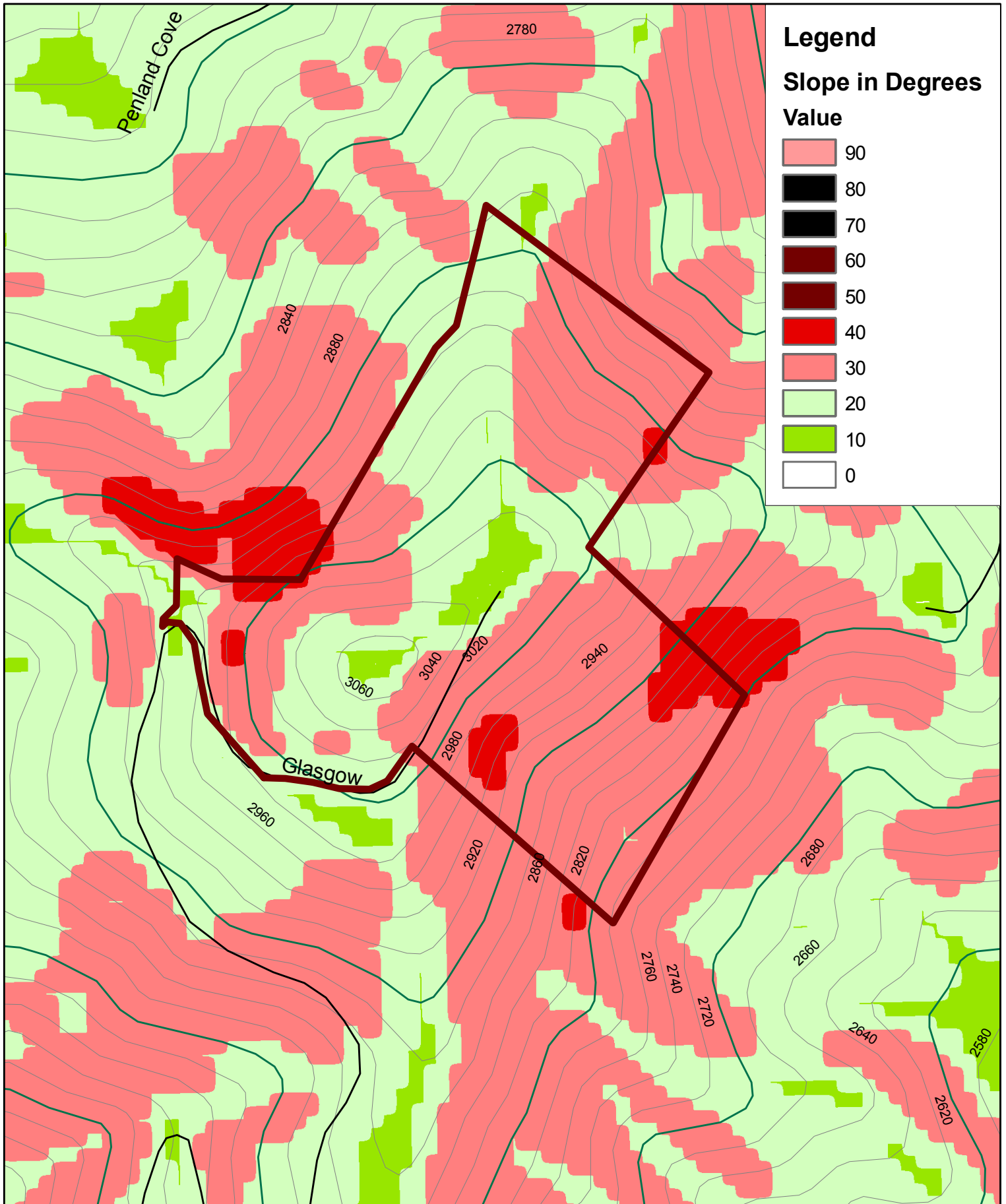
Call  
Woody Fender, ALC  
828-669-0047



0 130 260 520 780 1,040 Feet

Call  
Woody Fender, ALC  
828-669-0047





0 95 190 380 570 760 Feet

Call  
 Woody Fender, ALC  
 828-669-0047



10

Workflow No. 2644749



Doc ID: 021299150010 Type: CRP  
Recorded: 09/18/2008 at 02:10:11 PM  
Fee Amt: \$41.00 Page 1 of 10  
Workflow# 2644749  
Buncombe County, NC  
Otto W. DeBruhl Register of Deeds  
BK 4608 PG 1229-1238

Prepared by and return to:  
Ronald E. Sneed, P.A. (Box #47)  
P.O. Box 995, Black Mountain, NC 28711

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

FIRST AMENDMENT AND RESTATEMENT OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALLACE MOUNTAIN ESTATES f/k/a GLASGOW TRAIL DEVELOPMENT

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by  
ROBERT GLASGOW, JR. and wife CONNIE M. GLASGOW (both of whom are  
hereinafter sometimes referred to as "Glasgow"), and DAVID R. MAJKA and wife,  
CONSTANCE L. EADS (both of whom are hereinafter sometimes referred to as "Majka"),  
ROY NORMAN RAY, unmarried (hereinafter sometimes referred to as "Ray"), JAMES  
L. HANEY and wife CATHERINE W. HANEY (both of whom are hereinafter sometimes  
referred to as "Haney"), MICHEL M. LARIVIERE and wife TERRY LARIVIERE (both  
of whom are hereinafter sometimes referred to as "Lariviere"), and NED L. MATHEWS  
and wife SHELBY D. MATHEWS (both of whom are hereinafter sometimes referred to as  
"Mathews"), all being owners of land located on Glasgow Trail, Buncombe County, North  
Carolina, and hereinafter sometimes collectively referred to as "Owners."

(Other property owners on Glasgow Trail may join in this agreement in the future.)

WITNESSETH:

THAT WHEREAS: a declaration (the "Original Declaration") was made on the  
3rd day of August, 2007, by ROBERT GLASGOW, JR. and wife CONNIE M.  
GLASGOW, and DAVID R. MAJKA and wife, CONSTANCE L. EADS, and ROY  
NORMAN RAY, all being owners of land located on Glasgow Trail, Buncombe County,  
North Carolina, and collectively referred to herein as "Original Owners" and such  
document was recorded in Book 4445 Page 579 in the office of the Buncombe County, NC  
Register of Deeds;

WHEREAS: such Original Declaration stated that other property owners on Glasgow Trail may join in this agreement in the future;

WHEREAS, the Owners own real properties which are accessed by the use of Glasgow Trail, and which real properties are described below, and which real properties are collectively known as and referenced herein as the Properties and/or the Subdivision;

WHEREAS, The above stated **Glasgow** is the owner of those parcels described as Tract Two (containing 10.73 acres, more or less) and Tract Three (containing 17.05 acres, more or less) as the same are shown on that plat recorded in Plat Book 112 at Page 95, Buncombe County Registry, reference to which is hereby made for a more particular description, said properties of Glasgow also being described in **Deed Book 1343 at Page 374 and Deed Book 1579 at Page 487**, Buncombe County Registry, reference to which is also hereby made, said properties of Glasgow sometimes referred to herein as "Glasgow Property";

WHEREAS, the above stated **Majka** is the owner of that parcel described in **Deed Book 4445 Page 576**, Buncombe County Registry, reference to which is hereby made for a more particular description, said property of Majka sometimes referred to herein as "Majka Property," said Majka Property also being shown on that plat recorded in Plat Book 112 at Page 95, Buncombe County Registry, reference to which is also hereby made for a more particular description;

WHEREAS, The above stated **Ray** is the owner of that property described in **Deed Book 4229 at Page 98**, Buncombe County Registry, reference to which is hereby made for a more particular description, and Ray is also the owner of that property described in **Deed Book 4158 at Page 574**, Buncombe County Registry, reference to which is hereby made for a more particular description, said properties of Ray sometimes referred to herein as "Ray Property," said Ray Property also being shown on that plat recorded in Plat Book 112 at Page 95 Buncombe County Registry, reference to which is also hereby made for a more particular description;

WHEREAS, the above stated **Haney** is the owner of that property described in **Deed Book 4251 at Page 1909**, Buncombe County Registry, reference to which is hereby made for a more particular description said property of Haney sometimes referred to herein as "Haney Property";

WHEREAS, the above stated **Lariviere** is the owner of that property described in **Deed Book 2775 at Page 0406**, Buncombe County Registry, reference to which is hereby made for a more particular description said property of Lariviere sometimes referred to herein as "Lariviere Property"; and

WHEREAS, the above stated **Mathews** is the owner of that property described in **Deed Book 1355 at Page 0405**, Buncombe County Registry, reference to which is hereby made for a more particular description, and Mathews is also the owner of that property described in Deed Book 126 at Page 585, Buncombe County Registry, reference to which is hereby made for a more particular description said properties of Mathews sometimes referred to herein as "Mathews Property"; and

WHEREAS, the Original Owners wish to replace the Original Declaration with this "Declaration" and all of the Owners desire to subject the Properties to the restrictions herein contained.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Original Owners declare that the Original Declaration is hereby made null and void and no longer in force and effect, and all of the Owners declare that the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value of the Properties and which shall run with the Properties and be binding on all parties having any right and title to the Properties, and upon their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The properties affected and having joined in this First Amendment and Restatement of the Covenants, Conditions and Restrictions shall henceforth be known as Wallace Mountain Estates.
2. A lot shall be the parcel of land held by each owner. No Lot shall be subdivided into lots containing less than two acres, and no more than one principal residential structure and one secondary residential structure may be constructed per lot, providing that separate structures such as garages and other outbuildings are allowed.
3. The Subdivision is restricted to conventional and modular single family homes. All homes in the Subdivision shall be placed upon the lots in a good and workmanlike manner. A Modular home may be constructed upon a Lot only if it is not transportable on axles. The principal residential structure on each lot must have a minimum of 1,400 square feet of heated living area. A secondary residential structure or garage with apartment may also be built on each lot and such residential structure, or the apartment portion of a garage with apartment, must have a minimum of 900 square feet of heated living space. Glasgow and Majka may each build one secondary residential structure on one lot before building a primary residential structure. The exteriors of all structures must be earth tone colors and the siding must be of a material other than vinyl. All construction shall comply with the building codes and regulations of the State of North Carolina and the County of Buncombe, including those regarding steep slope development and lot size limitations.
4. No home or other structure shall be constructed on any lot closer than 20 feet from any property line. The first 10 feet from each property line of each lot shall remain undisturbed (except as is necessary to construct a driveway and/or to install utilities). Should the owners of the property known as 86 Glasgow Trail as described in Book 3560 at Page 138, Buncombe County Registry, enter into this Declaration, then a variance is automatically included herein for a garage structure to be built on the east side of the current residence of that property which extends into the 20 foot setback restricted area.
5. No purchaser of any lot in the Subdivision may give, grant or permit an easement over such lot to provide access over such lot to properties not lying within the subdivision property.

6. No horses, cattle, pigs (including potbellied pigs), chickens, sheep, goats, or other domesticated farm animals may be kept, raised or maintained on the Properties. Domestic dogs and cats are allowed, but there shall be no more than four such animals per lot. A variance is contained herein which allows Michel Lariviere and wife Terry Lariviere to have up to a total of 8 dogs and/or cats on their property located at 99 Glasgow Trail so long as they are the owners of such property.

7. The owner of any lot shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, fire and police requirements and regulations, and the owner shall remove at his or her own expense any rubbish of any character which may accumulate on such lot. Proper erosion control measures will be taken during construction on the lots by the lot owners, and an erosion control permit shall be obtained when more than one acre is to be disturbed. All lots will be maintained by the lot owners so as to prevent erosion problems.

8. No owner shall store, maintain, or keep any inoperable motor vehicle on any premises within the subdivision, except for a motor grader used for maintaining Glasgow Trail, and except a temporarily inoperable vehicle which is being repaired or restored may be maintained if it is kept covered with an appropriate vehicle cover on in a closed garage. No vehicle may be kept outside of an enclosed structure on the property in an inoperable condition for a period of more than six (6) months.

9. No owner of a lot or parcel shall do or permit to be done any act, or accumulate any items or animals upon his property which is or may become a nuisance including cell towers, any type of transmission towers, or wind turbines. All additional structures on a lot are to be of standard construction in keeping with the design and color of the principal residential structure on each lot.

10. Each owner shall bear a prorated share of the future cost of maintaining Glasgow Trail and such private roadway shall be maintained with proper ditching and drainage on both sides of the road and adequate gravel or pavement, sufficient to keep the road in stable condition, free of ruts and potholes, sufficient to allow comfortable passage by any type of motor vehicle in all kinds of weather over and across said road and to and from each of the parcels of the Properties served by such roadway or driveway. Each property owner who may acquire property from the further subdivision of the Properties of the Owners or the purchasers from the Owners, shall bear a prorated share of the cost of maintenance of this described road. Nothing in this agreement shall be construed to prohibit any party to this agreement from performing any or all of the actual maintenance at no charge to other property owners if one or more of the parties chooses to do so. After an affirmative vote of four-fifths (4/5) of the Owners, a lien may be placed against the property of any owner who does not pay the road maintenance fee within one hundred and twenty (120) days of the receipt of a notice of assessment.

The road maintenance expense for road improvements, road bond, clearing ditches weed-eating and culverts shall be assessed as follows: All Owners with homes on their lots and Owners of lots which are for sale will equally divide the cost of the maintenance of the road from the beginning to a point that is past the first property. Thereafter, the owner of

the first property shall have no obligation for the road past his property. All Owners with homes on their lots and Owners of lots which are for sale past the first property will equally divide the cost of the maintenance from the end of the first property continuing past the second property; thereafter the owner of the second property shall have no obligation for the road past his property, and this proration will continue with each owner being dropped from maintenance for that portion of the road which lies past his property. The road maintenance expense for scraping gravel or snow will be equally divided by the number of lots having homes on them plus the number of lots which are offered for sale. This scraping expense will not be assessed to lots which are not offered for sale and which have no homes on them. Owners will begin to pay for the scraping expense when the grading for construction of a home has begun on their lot. Any Owner may elect to pay the estimated road maintenance expense on a monthly basis. The current estimate is \$20 per month per Owner. At the end of each calendar year the treasurer will refund any excess paid in or bill for any deficit for such Owners, provided that a reserve equal to 25% of the previous year's actual expenditures for road maintenance may be retained before any funds held are determined to be excess.

11. All owners of lots which share the use of a private driveway to access their individual lot or lots shall bear an equal share of the cost of the maintenance of such driveway with the other owners of lots accessed by the private driveway.

12. Repair of road damage caused by lot preparation and home construction will be the responsibility of the owner of the lot where the construction was taking place and shall be completed within two weeks of the damage.

13. All exterior driveway or area lights shall be directed downward so as to not flood the neighborhood with light.

14. An "Owner" for the purpose of determining the number of votes to be cast on any matter shall be one owner of a Lot or multiple Lots. Multiple Lots owned by one person (and/or that person's spouse) or entity shall have a total of one vote and not one vote per Lot. The current Glasgow Property shall have one vote total and the current Ray Property shall have one vote total. This definition of "Owner" shall apply to all parts of these Covenants where a vote is provided for, and for votes to be cast as members of the homeowners association.

15. A homeowners association is being formed which shall assume the responsibility of road maintenance of Glasgow Trail and the enforcement of these covenants. Each Owner shall have one vote in the association, and shall be a member by virtue of lot ownership. Lots which are owned by more than one person have only one vote. Additional members will be automatically added as new lots are created and sold. The Association may appoint such person or persons as it deems appropriate to act as a road maintenance committee or to serve any other function. The Association shall, by majority vote, determine the amount of road work and maintenance necessary, or it may delegate this decision to a road maintenance committee. Such Association may assess and collect road maintenance fees and enforce the provisions of these covenants in its own name. Any assessment levied against a lot remaining unpaid for a period of one-hundred (120) days or longer shall

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constitute a lien on that lot, which lien shall attach to such lot and be collectable in the Courts of North Carolina as provided in North Carolina General Statute 47F-3-1 16.

16. These restrictions and covenants are for the benefit of each property owner within the subdivision, and, with the approval of four-fifths of the Owners, the homeowners association or any one property owner may enforce the provisions contained herein against any other property owner within the subdivision in the general courts of justice on North Carolina.

17. These restrictions and covenants may be amended or a variance granted to any of the covenants herein by a vote of four-fifths of the Owners in the subdivision.

18. All lots, structures and improvements existing at the time of the recording of this instrument, including lots, structures or improvements which do not comply with the size, design or location requirements of these restrictions, are grandfathered and shall be deemed to be in compliance with these restrictions, except that if any structure shall be substantially destroyed, then if it is rebuilt it shall comply with the setback requirements of this instrument.

19. This document may be executed in counterparts.

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UNOFFICIAL

Type: CONSOLIDATED REAL PROPERTY  
Recorded: 5/9/2013 4:32:31 PM  
Fee Amt: \$26.00 Page 1 of 11  
Buncombe County, NC  
Drew Reisinger Register of Deeds

**BK 5100 PG 1158 - 1168**

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

PREPARED BY AND RETURN TO:  
Ronald E. Sneed, P.A. BOX # 47  
(09-176.PP)

**AMENDMENT TO THE GRANT OF EASEMENT FOR WATER USE & AGREEMENT  
REGARDING USE OF THE WELL RECORDED IN BOOK 4158 AT PAGE 577,  
BUNCOMBE COUNTY REGISTRY**

THIS AMENDMENT TO THE GRANT OF EASEMENT FOR WATER USE & AGREEMENT REGARDING USE OF THE WELL ("Agreement"), made this 22 day of September, 2009, by ROBERT GLASGOW, JR. and wife CONNIE M. GLASGOW (both of whom are hereinafter sometimes referred to as "Glasgow"), and DAVID R. MAJKA and wife, CONSTANCE L. EADS (both of whom are hereinafter sometimes referred to as "Majka"), ROY NORMAN RAY, unmarried sometimes herein referred to as "Ray"), JAMES L. HANEY and wife, CATHERINE W. HANEY (both of whom are hereinafter sometimes referred to as Haney"), and LINDA L. SHARKEY (hereinafter sometimes referred to as "Sharkey"):

WITNESSETH:

WHEREAS, Glasgow was the owner of those parcels described as Tract Two (containing 10.73 acres, more or less) and Tract Three (containing 17.05 acres, more or less) as the same are shown on that plat recorded in Plat Book 112 at Page 95, Buncombe County Registry, which has now been replatted and a portion sold to Sharkey, so that Glasgow is now the owner of Tract Two as shown on that plat recorded in Plat Book 124 at Page 38 and Sharkey is now the owner of Tract Three on said plat, reference to which is hereby made for a more particular description, and which are hereafter referred to as the "Glasgow property" and the "Sharkey property:" and

WHEREAS, Majka is the owner of that parcel described as Tract One (containing 2.43 acres, more or less) as the same is shown on that plat recorded in Plat Book 112 at Page 95, Buncombe County Registry, reference to which is hereby made for a more particular description,

said property of Majka was simultaneously purchased by Majka from Glasgow as a part of the Glasgow Property described in Deed Book 1343 at Page 374, Buncombe County Registry, and said property of Majka is sometimes referred to herein as "Majka Property"; and

WHEREAS, Ray is the owner of that property described in Deed Book 4229 at Page 98, Buncombe County Registry, reference to which is hereby made for a more particular description, and Ray is also the owner of that property described in Deed Book 4158 at Page 574, Buncombe County Registry, reference to which is hereby made for a more particular description, said properties of Ray sometimes referred to herein as "Ray Property," said Ray Property also being shown on that plat recorded in Plat Book 112 at Page 95, Buncombe County Registry, reference to which is also hereby made for a more particular description; and

WHEREAS, Haney is the owner of that property described in Book 4251 at Page 1909, Buncombe County Registry and have or will connect to this water system; and

WHEREAS, on December 28, 2005, Glasgow and Ray entered into a Grant of Easement for Water Use and Agreement Regarding Use of Well which is recorded in Deed Book 4158 at Page 577, Buncombe County Registry, and is hereinafter referred to as the "Initial Water Agreement," said Initial Water Agreement being incorporated herein by reference, and Glasgow, Ray, and Majka entered into an amendment of the Initial Water Agreement, which amendment is recorded in Book 4445 at Page 588, Buncombe County Registry;

WHEREAS, the Initial Water Agreement and the amendment, in sum and substance, provides that the water rights and easements granted therein shall run with and benefit the property owned by Ray, his successors and assigns, the property owned by Majka, his successors and assigns, Glasgow and his heirs and assigns, and shall be a burden upon the property owned by Glasgow, their successors and assigns; and

WHEREAS, the Sharkey property includes the original residence on the Glasgow property as referenced in the Initial Water Agreement; and

WHEREAS, the Initial Water Agreement provides that the below-described water, well, reservoir and water system would service four single-family homes and a cottage, including the then-existing Glasgow home and the then-proposed Ray home;

WHEREAS, Ray and Glasgow constructed a waterline within a 20-foot utility easement (as shown on Plat Book 112 at Page 95, Buncombe County Registry) which begins at the well located on Tract 3 of the Glasgow Property, as identified on the above-referenced recorded plat, and crosses the property of Ray described in the aforesaid Deed Book 4229 at Page 98, and then continues across the Glasgow Property to a 1700-gallon water reservoir located in close proximity to that 36-inch chestnut oak located on Tract 2 of Glasgow Property as shown on the above-referenced recorded plat, all of which provide water to the Glasgow Property and the Ray Property (hereinafter the "water, well, reservoir and water system");

WHEREAS, since the Initial Water Agreement, there has been one additional connection to the water, well, reservoir and water system, said connection having been made by James L. Haney and Catherine W. Haney, and therefore, at the time of this Amendment, there are five



homes or properties currently serviced or to be serviced by the water, well, reservoir and water system;

WHEREAS, Haney, for the benefit of the Haney Property, shall be the fourth (4th) user of the water, well, reservoir and water system unless the Initial Water Agreement and subsequent amendments are modified by the parties thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this agreement have hereby agreed as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference and are acknowledged by the parties hereto.
2. Glasgow and Ray do hereby grant, bargain, sell and convey unto Haney, their heirs, successors, and/or assigns, all rights to the usage of the water, well, reservoir and water system as contained in the Initial Water Agreement between Ray and Glasgow.
3. Glasgow and Ray do further hereby grant, bargain, sell and convey unto Haney, their heirs, successors, and/or assigns, an easement for the installation and/or maintenance of water lines from the Majka Property to the water, well, reservoir and water system. Glasgow and Ray covenant with Haney that each is seized of their herein-identified property in fee simple and has the right to convey this easement and that each will warrant and defend the title of theft herein-identified property against any lawful claims of all persons whomsoever.
4. All users of the water, well, reservoir and water system shall equally share in the maintenance, repair and upkeep of the water, well, reservoir and water system, including the cost of providing water to the water, well, reservoir and water system, except that each of the users shall be independently responsible for maintaining the piping of water from for maintaining the piping of water from the point at which it leaves the main supply pipe to go onto their property, including the water meter and piping to their dwelling.
5. In the event that the water, well, reservoir and water system produce insufficient water volume in the future, then the users of the water, well, reservoir and water system shall have the right to modify the same and/or drill other wells on the Glasgow Property and/or the Ray Property for the same purposes, provided however that these wells are located so that they do not interfere with the access or building sites of any of the Glasgow Property or the Ray Property.
6. This agreement shall inure to the benefit of all parties hereto, their heirs, successors and/or assigns, and be a burden upon the properties of Glasgow and Ray and their heirs, successors and/or assigns.
7. That additional lots may be created from the Glasgow property and such lots shall have the same rights and obligations in and to the water and water system, up to a maximum of eight (8) users of the water system, with such water rights to be automatically conveyed to the future owners of such lots without further amendment of this Agreement.

8. That if the well and reservoir and water system will not adequately serve eight properties and if the parties hereto do not add wells or reservoir capacity to the system, the rights of priority to use of water from the system are in the following order:

First: Sharkey property, the original residence of Glasgow

Second: One home on the Ray property

Third: The Majka property

Fourth: The Haney property

Fifth and after: Properties created from the remaining Glasgow property, in the order in which they connect to the system.

9. In the event that four-fifths of the owners determine that additional water sources are needed for the system, then they may agree to drill additional wells and/or tie into the municipal water system and pipe the added water source to the reservoir and/or add an additional reservoir. If such improvements are done because more than four property owners are to use the system, then the cost will be divided so that the Future Owners pay twice as much as the Original Owners. Upon closing on the purchase of a lot, a Future Owner who buys a lot after an expansion of the system will pay the same amount paid by the Future Owners for any previous expansions and this shall be distributed so that an equal share goes to each of the previous owners (or the current owner of their lot, if it has been sold). For example, if a new well is drilled with six owners in place, the cost will be divided by 8 and each of the Original Owners will pay 1/8 and each of the Future Owners will pay 2/8. Subsequent Future Owners will pay 2/8 and an equal amount of that will go to each of the six previous contributions. A later owner will pay 2/8 and an equal amount will be paid to the first seven contributors. All of the owners will equally share in the cost of maintenance of the system. All of the owners agree that additional wells and/or water lines may be located on any of the properties covered by the Agreement provided they are located so as to not interfere with the access or building sites of any of the land, so that the well and/or pipe and the access to it does not create an unsightly condition, and so that the construction site and its access are reclaimed to the satisfaction of the property owner where it is located. Glasgow agrees that an additional reservoir may be placed anywhere within 10' of the existing reservoir.

10. This amendment recognizes that Ray has fulfilled all of the required construction functions as specified in the Initial Water Agreement and receives the full benefit of the Agreement.

11. This Agreement, as amended, maybe modified by four-fifths of the property owners who are a party to the Agreement as amended. Additional uses of the system automatically become parties to this Agreement as amended.

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Recorded: 08/03/2007 at 04:26:03 PM  
Fee Amt: \$35.00 Page 1 of 8  
Workflow# 2388176  
Buncombe County, NC  
Otto W. DeBruhl Register of Deeds

BK 4445 PG 588-595

Prepared by and return to: Cartner & Cartner Law Firm, PA (Box# 100)  
7 Orchard Street, Suite 200, Asheville, NC 28801

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

**GRANT OF EASEMENT FOR WATER USE  
& AGREEMENT REGARDING USE OF THE WELL**

THIS GRANT OF EASEMENT FOR WATER USE & AGREEMENT REGARDING USE OF THE WELL ("Agreement"), made this 3rd day of August, 2007, by **ROBERT GLASGOW, JR. and wife CONNIE M. GLASGOW** (both of whom are hereinafter sometimes referred to as "**Glasgow**"), and **DAVID R. MAJKA and wife, CONSTANCE L. EADS** (both of whom are hereinafter sometimes referred to as "**Majka**"), and **ROY NORMAN RAY**, unmarried (sometimes herein referred to as "**Ray**");

WITNESSETH:

WHEREAS, **Glasgow** is the owner of those parcels described as **Tract Two** (containing **10.73 acres**, more or less) and **Tract Three** (containing **17.05 acres**, more or less) as the same are shown on that plat recorded in **Plat Book 112 at Page 95**, Buncombe County Registry, reference to which is hereby made for a more particular description, said properties of Glasgow also being described in Deed Book 1343 at Page 374 and Deed Book 1579 at Page 487, Buncombe County Registry, reference to which is also hereby made, said properties of Glasgow sometimes referred to herein as "**Glasgow Property**";

WHEREAS, **Majka** is the owner of that parcel described as **Tract One** (containing **2.43 acres**, more or less) as the same is shown on that plat recorded in **Plat Book 112 at Page 95**, Buncombe County Registry, reference to which is hereby made for a more particular description,

said property of Majka was simultaneously purchased by Majka from Glasgow as a part of the Glasgow Property described in Deed Book 1343 at Page 374, Buncombe County Registry, and said property of Majka is sometimes referred to herein as "Majka Property";

WHEREAS, Ray is the owner of that property described in Deed Book 4229 at Page 98, Buncombe County Registry, reference to which is hereby made for a more particular description, and Ray is also the owner of that property described in Deed Book 4158 at Page 574, Buncombe County Registry, reference to which is hereby made for a more particular description, said properties of Ray sometimes referred to herein as "Ray Property," said Ray Property also being shown on that plat recorded in Plat Book 112 at Page 95, Buncombe County Registry, reference to which is also hereby made for a more particular description;

WHEREAS, on December 28, 2005, Glasgow and Ray entered into a Grant of Easement for Water Use and Agreement Regarding Use of Well which is recorded in Deed Book 4158 at Page 577, Buncombe County Registry, and is hereinafter referred to as the "Initial Water Agreement," said Initial Water Agreement being incorporated herein by reference;

WHEREAS, the Initial Water Agreement, in sum and substance, provides that the water rights and easements granted therein shall run with and benefit the property owned by Ray, his successors and assigns, and shall be a burden upon the property owned by Glasgow, their successors and assigns;

WHEREAS, the Initial Water Agreement provides that the below-described water, well, reservoir and water system would service four single-family homes and a cottage, including the then-existing Glasgow home and the then-proposed Ray home;

WHEREAS, Ray and Glasgow constructed a waterline within a 20-foot utility easement (as shown on Plat Book 112 at Page 95, Buncombe County Registry) which begins at the well located on Tract 3 of the Glasgow Property, as identified on the above-referenced recorded plat, and crosses the property of Ray described in the aforesaid Deed Book 4229 at Page 98, and then continues across the Glasgow Property to a 1700-gallon water reservoir located in close proximity to that 36-inch chestnut oak located on Tract 2 of Glasgow Property as shown on the above-referenced recorded plat, all of which provide water to the Glasgow Property and the Ray Property (hereinafter the "water, well, reservoir and water system");

WHEREAS, since the Initial Water Agreement, there has been one additional connection to the water, well, reservoir and water system, said connection having been made by James L. Haney and Catherine W. Haney, and therefore, at the time of this Agreement, there are three homes currently serviced or to be serviced by the water, well, reservoir and water system;

WHEREAS, Majka intends to construct a residence and/or a detached garage with or without a garage apartment on the Majka Property and is desirous of connecting to and using the water, well, reservoir and water system; and

WHEREAS, Majka, for the benefit of the Majka Property, shall be the fourth (4<sup>th</sup>) and final user of the water, well, reservoir and water system unless the Initial Water Agreement and this Agreement are modified by the parties thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this agreement have hereby agreed as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference and are acknowledged by the parties hereto.
2. Glasgow and Ray do hereby grant, bargain, sell and convey unto Majka, their heirs, successors, and/or assigns, all rights to the usage of the water, well, reservoir and water system as contained in the Initial Water Agreement between Ray and Glasgow.
3. Glasgow and Ray do further hereby grant, bargain, sell and convey unto Majka, their heirs, successors, and/or assigns, an easement for the installation and/or maintenance of water lines from the Majka Property to the water, well, reservoir and water system. Glasgow and Ray covenant with Majka that each is seized of their herein-identified property in fee simple and has the right to convey this easement and that each will warrant and defend the title of their herein-identified property against any lawful claims of all persons whomsoever.
4. All users of the water, well, reservoir and water system shall equally share in the maintenance, repair and upkeep of the water, well, reservoir and water system, including the cost of providing water to the water, well, reservoir and water system, except that each of the users shall be independently responsible for maintaining the piping of water from the reservoir to such users property and water meter.
5. In the event that the water, well, reservoir and water system produce insufficient water volume in the future, then the users of the water, well, reservoir and water system shall have the right to modify the same and/or drill other wells on the Glasgow Property and/or the Ray Property for the same purposes, provided however that these wells are located so that they do not interfere with the access or building sites of any of the Glasgow Property or the Ray Property.
6. This agreement shall inure to the benefit of all parties hereto, their heirs, successors and/or assigns, and be a burden upon the properties of Glasgow and Ray and their heirs, successors and/or assigns.

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Fee Amt: \$26.00 Page 1 of 8  
Buncombe County, NC  
Drew Reisinger Register of Deeds

**BK 5100 PG 1150 - 1157**

**SECOND AMENDMENT OF DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WALLACE MOUNTAIN ESTATES f/k/a GLASGOW TRAIL DEVELOPMENT**

**STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE**

Prepared by and return to:  
Ronald E. Sneed, P.A. (Box #47)  
P.O. Box 995, Black Mountain, NC 28711  
File 13-097.PS

THIS DECLARATION, is made this 23 day of April, 2013, by and between:  
ROBERT GLASGOW, JR. and wife CONNIE M. GLASGOW; DAVID R. MAJKA and wife,  
CONSTANCE L. EADS; ROY NORMAN RAY and wife, HELEN W. YAMADA; JAMES L. HANEY  
and wife CATHERINE W. HANEY; MICHEL M. LARIVIERE and wife, TERRY LYNN LARIVIERE;  
NED L. MATHEWS and wife SHELBY D. MATHEWS; and LINDA SHARKEY; all being owners of land  
located on Glasgow Trail, Buncombe County, North Carolina, and hereinafter sometimes collectively  
referred to as "Owners."

WITNESSETH:

THAT WHEREAS, a declaration (the "Original Declaration") was made on the 3rd day of August,  
2007, by ROBERT GLASGOW, JR. and wife CONNIE K GLASGOW, and DAVID R. MAJKA and wife,  
CONSTANCE L. EADS, and ROY NORMAN RAY, all being owners of land located on Glasgow Trail,  
Buncombe County, North Carolina, and such document was recorded in Book 4445 Page 579 in the office  
of the Buncombe County, NC Register of Deeds; and

WHEREAS, a First Amendment and Restatement of said Restrictions was recorded in Book 4608 at  
Page 1229 in the office of the Buncombe County, NC Register of Deeds; and

WHEREAS, said First Amendment and Restatement provides that any of the covenants contained  
therein may be amended or varied upon a four-fifths vote of the property owners; and

WHEREAS, all of the property owners have agreed to modify the said restrictions to allow the  
keeping of hens and to vary said restrictions for the benefit of the Glasgow property; and

submitted electronically by "Ronald E. Sneed, P.A."  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Buncombe County Register of Deeds. **Book 5100 Page 1150 Seq: 1**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners declare that the Declaration of Covenants, Conditions and Restrictions, as amended and restated, are hereby amended as follows:

Paragraph 6 is deleted in its entirety and is replaced with the following new Paragraph 6:

6. No horses, cattle, pigs, (including potbellied pigs), roosters, sheep, goats or other domesticated farm animals may be kept, raised, or maintained on the Properties, except that up to six laying hens or guinea hens shall be allowed. Chicken coops must be limited to less than 60 square feet and shall be screened from view from Glasgow Trail and from adjacent homes and driveways. Domestic dogs and cats are allowed, but there shall be no more than four such animals per lot. A variance is hereby granted to Michel Lariviere and wife, Terry Lariviere to allow up to a total of eight (8) dogs and/or cats on their property so long as they are the owners of such property. A variance is also hereby granted to Michael Timothy Gaskin and Adele Louise Gaskin for the property they have this day purchased from Glasgow to allow them to keep up to six (6) domestic cats on their property so long as they are the owners of such property.

The Owners declare that all of the remaining covenants contained in the Restated Declaration as recorded in Book 4608 at Page 1229, Buncombe County Registry, shall remain in full force and effect and all of the Properties shall be held, sold and conveyed subject to said restrictions

IN WITNESS WHEREOF, the Owners have caused this declaration to be executed, this the day and year first above written.

ROY NORMAN RAY: [Signature]

HELEN W. YAMADA: [Signature]

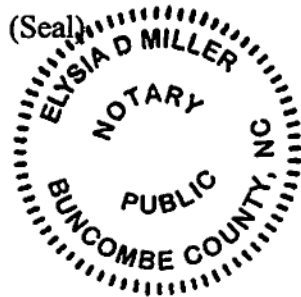
STATE OF NORTH CAROLINA COUNTY OF BUNCOMBE

I, Elysia D. Miller, a Notary Public in and for the County and State aforesaid, do hereby certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: ROY NORMAN RAY and wife, HELEN W. YAMADA

DATE: May 2, 2013

NOTARY PUBLIC: [Signature]

My Commission Expires: 11/17/2016



STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

RIGHT-OF-WAY AGREEMENT

THIS RIGHT OF WAY AGREEMENT, entered into this the 30<sup>th</sup> day of October, 1981, by and between ROBERT GLASGOW, JR., and wife, CONNIE MILLER GLASGOW, hereinafter collectively referred to as "Glasgow", and TOMMY K. BROWN, III, and wife, DORIS BROWN, hereinafter collectively referred to as "Brown";

W I T N E S S E T H:

WHEREAS, Glasgow is the owner of a tract of land lying North of the property of Brown, a portion of said tract of land being purchased by Glasgow from T. K. Brown and wife, Alma Brown, by Deed dated October 30, 1972, and recorded in Deed Book 1074, at Page 373, of the Buncombe County Public Registry;

AND WHEREAS, Brown is the owner of two tracts of land lying South of the property of Glasgow, one such tract being a portion of the property described in Deed recorded in Deed Book 980, at Page 521, of the Buncombe County Public Registry, and the other such tract being described in Deed recorded in Deed Book 1164, at Page 515, of the Buncombe County Public Registry;

AND WHEREAS, Glasgow is the owner of a right-of-way for ingress, egress and regress to and from his property lying North of the above described Brown property, which right-of-way is described in Deed recorded in Deed Book 1074, at Page 373, of the Buncombe County Public Registry;

AND WHEREAS, the Parties hereto now mutually desire to relocate and enlarge said right-of-way and to provide for the construction of a road upon said right-of-way;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below and the relocation of the above referred to right-of-way, Glasgow does hereby give, grant and convey unto Brown all right, title and interest in and to that certain easement conveyed by T. K. Brown and wife, Alma Brown to Robert Glasgow, Jr. and described in Deed Book 1074, at Page



373, of said Registry, and Brown does hereby give, grant and convey unto Glasgow, his heirs and assigns, a right-of-way and easement, in part 30-feet in width; and in part 40-feet in width, for the purpose of ingress, egress and regress to and from the property of Glasgow consisting of several tracts lying North of the property of Brown as above set forth, together with the right to construct and maintain said road right-of-way, including the right, during construction, to deviate from said right-of-way where reasonably necessary as the result of hidden obstacles disclosed by construction, the centerline of the 40-foot right-of-way being described as follows:

BEGINNING at a point in the Southern line of the property of Robert Glasgow, Jr. as described in Deed recorded in Deed Book 1074, at Page 373, of said Registry, said point being located North  $80^{\circ} 08'$  West 69 feet from the Southeastern corner of said tract and runs thence South  $5^{\circ} 54'$  West 30 feet; thence South  $12^{\circ} 08'$  East crossing the Eastern line of the Brown property onto the property of Glasgow, 108.88 feet; thence on a curve to the right, the delta of which is  $154^{\circ} 23'$ , the radius of which is 37.97 feet, and the length of which is 102.31 feet crossing back onto the property of Brown; thence North  $37^{\circ} 45'$  West 87 feet; thence North  $19^{\circ} 50'$  West 108 feet; thence North  $18^{\circ} 55'$  West crossing the Northern line of the property of Brown 120 feet; thence North  $4^{\circ} 25'$  East 82.77 feet; thence on a curve to the left, the delta of which is  $161^{\circ} 23'$ , the radius of which is 24.84 feet, a length of 69.97 feet; thence South  $23^{\circ} 02'$  West 90 feet; thence South  $11^{\circ} 25'$  West 82 feet to a point in the Southern line of the property of Glasgow and in the Northern line of the property of Brown, said point being located North  $80^{\circ} 08'$  West 335.77 feet from the Southeastern corner of the Glasgow tract described in Deed recorded in Deed Book 1074, at Page 373, of said Registry; thence South  $22^{\circ} 50'$  West 134 feet; thence South  $23^{\circ} 10'$  West 74 feet; thence South  $9^{\circ} 30'$  West 110 feet; thence South  $11^{\circ} 46'$  West 60 feet; thence South  $1^{\circ} 59'$  West 92 feet; thence South  $35^{\circ} 17'$  West 52 feet; thence South  $52^{\circ} 02'$  West 74 feet; thence South  $23^{\circ} 30'$  East 106 feet; thence South  $63^{\circ} 26'$  East 32.18 feet; thence South  $36^{\circ} 16'$  East 50 feet; thence South  $25^{\circ} 31'$  East 60 feet; thence South  $22^{\circ} 46'$  East 75 feet; thence South  $7^{\circ} 54'$  West 100 feet; thence North  $89^{\circ} 41'$  West 120 feet; thence North  $79^{\circ} 23'$  West 86 feet; thence South  $42^{\circ} 07'$  West 95 feet; thence South  $6^{\circ} 25'$  West 146.97 feet; thence South  $49^{\circ} 27'$  West 120.53 feet to a point near where an existing road turns to the North.

The centerline of the 30-foot right-of-way herein conveyed is described as follows:

BEGINNING at a point at the Southern terminus of the above described 40-foot right-of-way and runs thence from the Southern terminus of the 40-foot right-of-way South  $75^{\circ} 09'$  West 247.89 feet; South  $65^{\circ} 18'$  West 354.54 feet; South  $21^{\circ} 54'$  West 145 feet; thence South  $14^{\circ} 17'$  West 130 feet; thence South  $37^{\circ} 22'$  West 65 feet; thence South  $75^{\circ} 28'$  West 89 feet; thence North  $74^{\circ} 25'$  West 125 feet; thence North  $86^{\circ} 25'$  West 78 feet; thence South  $13^{\circ} 30'$  West 66 feet to a point in the center of State Road 2474.

IT IS FURTHER UNDERSTOOD AND AGREED between the Parties that Glasgow, in the construction of a road upon said right-of-way shall not enter

upon or utilize any portion of the pasture of Brown, which pasture is generally located to the West of the 30-foot right-of-way above described.

TO HAVE AND TO HOLD, said right-of-way and easement for the purpose of ingress, egress and regress and for no other purpose other than construction and maintenance of said road unto Glasgow, their heirs, successors and assigns forever; it being agreed that the right-of-way and easement hereby granted is appurtenant to and runs with the land presently owned by Glasgow and hereinabove preferred to.

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

*Robert Glasgow, Jr.* (SEAL)  
ROBERT GLASGOW, JR.

*Connie Miller Glasgow* (SEAL)  
CONNIE MILLER GLASGOW

*Tommy K. Brown, III*  
TOMMY K. BROWN, III

*Doris Brown* (SEAL)  
DORIS BROWN

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, *Amy M. Clarke* a Notary Public of said State and County, do hereby certify that ROBERT GLASGOW, JR. and wife, CONNIE MILLER GLASGOW, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this *30<sup>th</sup>* day of *October*, 1981.

*Amy M. Clarke*  
NOTARY PUBLIC

My commission expires:  
*Aug 10, 1983*