

11219 P 623

North Carolina, Henderson County The foregoing certificate(s) of
Sylvia Maxwell
Notary Public (Notaries Public) is/are certified to be correct, this
instrument presented for registration and recorded in this office
this 18 day of March, 2005
at 9:50 AM in book 1219, page 623
Nedra W. Males Doris W. Smith
Register of Deeds (Assistant Deputy)

NORTH CAROLINA AMENDED AND RESTATED DECLARATION
HENDERSON COUNTY OF RESTRICTIVE COVENANTS AND
EASEMENTS FOR HUNTER'S GLEN
SUBDIVISION Wahr

This SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS for HUNTER'S GLEN SUBDIVISION is made and entered into this the 7th day of March, 2005 by the ROBINSON INVESTMENT GROUP, a General Partnership, having its principal place of business in Henderson County, North Carolina.

W I T N E S S E T H:

WHEREAS, the ROBINSON INVESTMENT GROUP is the owner and "Developer" of HUNTER'S GLEN SUBDIVISION as shown on various plats of said Subdivision recorded in the Office of the Register of Deeds of Henderson County, North Carolina; and

WHEREAS, by instrument dated October 14, 1985 and recorded in book 667 at page 169, the Developer subjected Hunter's Glen Subdivision to a Declaration of Restrictive Covenants and Easements; and by a FIRST AMENDMENT, dated December 9, 1985 and recorded in book 669 at page 749, the Developer amended the original Declaration and subjected additional property in Hunter's Glen Subdivision to the terms thereof; and

WHEREAS by subsequently recorded plats the Developer added property to the subdivision and adjusted certain lot lines and now desires to subject all of Hunter's Glen Subdivision to a uniform plan of development; and

WHEREAS, in Paragraph 14 of the original Declaration, the Developer reserved the right to amend the Declaration as long as it owned any lot in the Subdivision, which amendment may be accomplished without the joinder of any other party; and the Developer now desires to exercise its right of amendment and

11219 P 624

AMENDED AND RESTATED RESTRICTIVE COVENANTS - HUNTER'S GLEN PAGE 2

hereby does so in the form of a Restatement of the original Declaration, as previously amended;

NOW, THEREFORE, Developer does hereby make the following Restatement of Limitations, Restrictions, and Uses to which all lots in Hunter's Glen Subdivision as shown on all recorded plats shall be put and also establishes the easements hereafter set out.

1. The Subdivision shall be known and designated as residential. No manufacturing, commercial enterprise, or enterprises of any kind for profit shall be maintained on a lot in the Subdivision, nor shall any lot be used in any way for other than residential purposes. No lot shall be used for the conduct of any noxious or offensive trade or other activity or be used or occupied in such fashion as to affect injuriously the value of adjoining lots for residential purposes.

2. No more than one single family dwelling, a separate or attached garage for housing of personal motor vehicles, and a utility or tool shed may be built on any lot. A utility or tool shed must be located as far back from the street in front of the dwelling as the most distant portion of the rear of the dwelling is located from the street in front of the dwelling and no nearer than 70 feet from the center of a side street if the property is a corner lot. Subject to provisions of paragraph 4, ornamental fencing may be erected; provided however chainlink or similar fencing shall be subject to the same restriction as set out in the second sentence of this paragraph. No other structure shall be erected on a lot.

3. The ground floor area of the dwelling, exclusive of garage, carport and unenclosed porches, shall have a minimum of 1200 square feet of living area; provided however, a dwelling that has living area on more than one level may have 850 square feet on the main floor.

4. The front structural wall of a dwelling shall be located no closer than 50 feet to the center of the street on which the dwelling fronts. No structure, except fencing, shall be erected closer than 25 feet to a side property line. If a conflict exists between these restrictions and provisions of the Henderson County Zoning Ordinance, the more restrictive provisions shall control.

5. Owners of lots in the Subdivision, public utility companies, and the Developer shall have a non-exclusive 50 foot wide right of way, 25 feet on both sides of the center line of all streets shown on recorded plats, as well as Hunter's Glen

Lane from the boundary line of the Subdivision to its intersection with U.S. Highway 64 West and such other rights of way and easements as may be shown on recorded plats of the property to build, repair and maintain roads, shoulders, drainage areas, street signs and utilities.

6. No other easements, rights of way, or rights of access shall be conveyed, granted, or in any way transferred through or over any lot in the Subdivision and no lot shall be used for access to adjacent land not owned by the Developer, its successors, or assigns, without the express written consent of the Developer.

7. All plumbing, lavatories, and sanitary devices shall be built indoors and connected with a municipal sewage system or such other sewage disposal system as may be approved by the Henderson County Health Department or other appropriate regulatory agency.

8. No animals or fowl, except domestic pets, shall be maintained on a lot and no billboard or signboard except a suitable "for sale" sign (with face dimensions of no more than 9 square feet) shall be maintained on a lot.

9. All rubbish, trash, garbage and solid waste shall be removed from the premises at least weekly; and all equipment and containers used for the storage of such materials shall be kept in a clean and sanitary condition.

10. No lot shall be subdivided except where portions of adjacent lots are combined and such combinations shall be permitted only if the resulting lot complies with all existing zoning regulations and regulations of this Declaration as to area and dimensional requirements.

11. Trucks having no more than one rear axle may be parked or stored on a lot. Trucks having two or more rear axles may not be parked or stored on a lot. Motorized recreational vehicles, travel trailers, portable camping equipment, boats and carriages for boats may be parked or stored on the lot only if they are located as far back from the street as the most distant portion of the dwelling is from the street on which the dwelling fronts and no less than 70 feet from the center of a side street if the property is a corner lot. Parking of any vehicle or other equipment mentioned herein within a road right of way for a period in excess of three (3) consecutive days shall not be allowed and in no event may such vehicle or equipment be located closer than ten feet to the traveled portion of the right of way at any time. Inoperative motor vehicles or parts of motor vehicles may not be parked, stored, or otherwise maintained on a lot.

11219 P 626

AMENDED AND RESTATED RESTRICTIVE COVENANTS - HUNTER'S GLEN PAGE 4

12. No satellite dish or radio or television antenna or apparatus, or electronic device shall be placed or permitted to remain on a lot between the property line which the front of the dwelling faces and the plane of the front of the dwelling.

13. Outdoor drying of clothes may be conducted in an area shielded from view from all adjoining property.

14. All lots are subject to rights of way for roads, streets, drives and lanes shown on recorded plats and to standard conditions required by the North Carolina Department of Transportation concerning assumption of roads, streets and driveways into the state highway system; and the Developer reserves the right to convey all such right of way to the North Carolina Department of Transportation.

15. Dwelling plans including elevations, specifications, and site plans and site plans and construction materials for all other structures, specifically including fencing, shall be submitted to the Developer prior to commencement of construction; and no construction activity shall be commenced until written authorization has been granted. Approval or disapproval of plans shall be in the sole discretion of the Developer and shall be based on size, quality of construction, compatibility with other dwellings in the subdivision, and physical features of the building site. When the Developer owns no property in the subdivision, this right of review shall automatically pass to the homeowners association.

16. Provisions of this Declaration shall run with title to the land and shall take effect immediately upon recordation in the Hendersonville County Registry and shall be binding upon all lots in the subdivision for a period of twenty-five years from the recording date hereof. Thereafter, this Declaration shall be extended automatically for successive periods of ten years each unless the Declaration is amended by a vote of the owners of a majority of the lots then shown on recorded plats of Hunters Glen Subdivision; provided, however, that so long as the Developer owns any lot in the subdivision, it may amend or modify this Declaration by appropriate document, which modification may be accomplished without joinder of any other party.

17. The Developer reserves a perpetual easement over all rights of way in the Subdivision as a means of access (including utility access) to other property now, or hereafter, owned by it.

18. It shall be lawful for the Developer, its successors and assigns, as well as the owner of any lot in the Subdivision to institute and prosecute any legal proceedings in the

11219 P627

appropriate jurisdiction against any person or persons violating, or threatening to violate any provisions of this Declaration; provided, however, a homeowner's association shall have standing to act on behalf of a lot owner or owners in any such legal proceedings.

19. A judicial determination that one or more provisions of this Declaration are unenforceable shall not affect the validity of the remaining provisions.

20. A property owner, by the acceptance of ownership of a lot in the Subdivision, shall become a member of the Hunter's Glen Homeowner's Association and agrees to pay such dues and assessments as may be from time to time established by the Association. As of the recording of this document, each lot in the Subdivision is hereby subjected to a specific and continuing lien to secure the payment of charges duly established by the Homeowner's Association. This lien shall run with the title to the property and shall be enforceable notwithstanding a change in ownership. The Homeowner's Association shall have the right to collect these charges, plus interest and court costs assessed by means of a civil action against the record owner.

IN WITNESS WHEREOF the Developer has caused this instrument to be executed by its managing partner on behalf of Robinson Investment Group this the day and year first above written.

ROBINSON INVESTMENT GROUP

BY:

J. Lee Robinson III
J. LEE ROBINSON III
General Partner

HENDERSON COUNTY, NORTH CAROLINA

This the 7th day of March 2005, personally came before me, J. LEE ROBINSON, III, who being by me duly sworn, says he is general partner of Robinson Investment Group, a North Carolina general partnership, and that said instrument was signed by him on behalf of the partnership by the authority of the partners duly given.

Sylvia Maxwell
Notary Public

My commission expires: 5-16-09

SYLVIA MAXWELL
NOTARY PUBLIC
HENDERSON COUNTY, NC