

THIS DECLARATION OF LIMITATIONS, RESTRICTIONS, USES, AND EASEMENTS is made and entered into this the 15 day of Jan, 1998, by ROBINSON INVESTMENT GROUP, a general partnership, having its principal place of business in Henderson County, North Carolina, and KLAUS JUNG, and GEORGE R. MURPHY and wife, EVELYN S. MURPHY.

WITNESSETH:

WHEREAS, ROBINSON INVESTMENT GROUP, (hereafter referred to as the "Developer") is the owner and developer of a subdivision known as HUNTERS COVE (the "Subdivision") located approximately four miles west of Hendersonville North Carolina, plats of which have been recorded in the Henderson County Registry in cabinet A at slides 329 and 329A, with the exception of certain property heretofore conveyed to KLAUS JUNG and to GEORGE R. MURPHY and wife, EVELYN S. MURPHY, and;

To assure orderly and harmonious growth and development of the Subdivision as a residential development, to protect and enhance the natural beauty within, and to develop the Subdivision in a manner compatible with an adjoining subdivision, HUNTERS GLEN SUBDIVISION, the Developer hereby subjects HUNTERS COVE to the following limitations, restrictions, uses and easements:

HUNTERS COVE SUBDIVISION shall be subject to restrictive covenants and conditions established for HUNTERS GLEN SUBDIVISION by instrument dated October 14, 1985 and recorded in book 667 at page 169 of the Henderson County Registry as amended by instrument dated December 9, 1985 recorded in book 669 at page 747 of the Henderson County Registry EXCEPT as modified by the following restrictive covenants, conditions and easements:

1. No structure shall be erected, altered, placed or permitted to remain on a parcel under one ownership other than one single family dwelling not to exceed two stories in height and an attached private garage; however, with the Developer's approval, one outbuilding may be erected on a parcel containing at least three platted lots. A parcel on which an outbuilding is erected cannot subsequently be reduced below three platted lots in size. A construction office or materials storage shed may be placed temporarily on a lot during such time as improvements are under construction.

2. Recreational camping trailers, motorhomes, portable camping equipment, and boat and boat trailers may be stored or kept on a lot provided they are shielded from view from other dwellings in HUNTERS COVE.

3. No television or other electronic antenna or electronic device or parabolic disc with a diameter greater than 24 inches shall be erected or maintained on any lot where such equipment is visible from any street or other dwelling in the subdivision.

4. The living area of the dwelling, exclusive of porches and garages, shall contain not less than two thousand (2000) square feet. The first floor of a two story dwelling shall contain no less than one thousand two hundred (1200) square feet. Conforming measurement shall be taken from the exterior perimeter.

5. Dwellings and outbuildings shall be landscaped within three months of issuance of a certificate of occupancy. "Landscaping" shall include appropriate shrubbery and seeding, sodding or mulching of all exposed soil, and erosion control where needed. Property owners shall be responsible for the appearance of street rights of way abutting their property.

6. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the edge of the improved roadways and a line connecting them at points twenty-five (25) feet from the intersection of the roadway edges. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of the edge of the roadway with the edge of a dwelling driveway.

7. All building plans, elevations and site plans (including the staking of the proposed structure location on a building site), specifications and landscaping plans for improvements on a lot, requests for modification of these covenants, and other matters over which the Developer may exercise its discretion must be submitted to the Developer for review and approval before construction is commenced or action taken; and no such construction or action shall be commenced until the plans have received written approval from the Developer. The purpose of this review procedure is to ensure architectural compatibility in the subdivision, and approval or disapproval shall be based on this criteria. When all lots have been sold by the developer, it may assign its review authority to an organization established by the property owners.

8. No lot shall be subdivided so as to increase the total number of lots greater than the number established by the recorded plats. This restriction shall not prevent the combining of two or more lots to form one building site or prevent minor adjustment of property lines. In the event two or more lots are acquired by one owner to form one building site, for the purpose of interpreting and applying these covenants, the exterior line of the entire contiguous parcel shall be considered the property lines of that parcel. If, after combining lots, an owner subsequently re-establishes the original lot lines or redivides his parcel, all of these restrictive covenants must be complied with.

9. Subdivision setback requirements shall be: Front - sixty feet from center line of street; side and rear - thirty-five feet from property line; or the requirements of the applicable zoning ordinance, whichever are the greater. Variances from the zoning ordinance shall be deemed variances from the requirements of these covenants.

10. Each property owner shall become a member of the Hunter's Glen Homeowners Association and shall have the same privileges and obligations as members of that association. Additionally two-thirds of the property owners may form ad hoc committees to deal with problems peculiar to HUNTERS COVE. Such committees may act on behalf of all property owners in dealing with problems common to HUNTERS COVE. Each property owner shall have one vote for each whole lot owned and shown on the recorded plats of the subdivision. Voting rights of an owner delinquent in payment of assessments or dues shall be suspended for the period of the delinquency.

The Developer will cooperate fully with the association and all committees; however the developer will not be subject to association assessments or dues.

11. Primary access to HUNTERS COVE shall be over roadways in sections of Hunter's Glen Subdivision; however secondary access is available for construction vehicles and emergency use via Laurel Forest Subdivision. Maintenance of this right of way shall be the responsibility of the Developer until ten dwellings are completed in HUNTERS COVE, after which maintenance shall be the responsibility of owners of dwellings in HUNTERS COVE.

12. The Developer reserves an easement seven and one-half feet wide along all side and rear lot lines for the installation and maintenance of public utilities and drainage facilities. The Developer also reserves for itself and public utility companies surface and subsurface utility easements and access easements to be located within the rights of way of all streets in the subdivision. The developer or a public utility using an easement shall be responsible to restore the surface of the easement to its prior condition. No other easements or rights of access shall be conveyed, granted or in any way transferred to any person or entity through or over any lot, and no lot shall be used for

access to adjacent land not owned by the Developer without the written consent of the Developer. Notwithstanding the above, the Developer does reserve the right to dedicate roads or rights of way to adjacent property through unsold lots or unplatted land it owns; and the Developer also 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 the Developer lying adjacent to property shown on recorded plats of HUNTERS COVE.

13. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period ending thirty years after this document is recorded in the Office of Register of Deeds of Henderson County, at which time these covenants shall be extended automatically for successive periods of ten (10) years, unless they are amended by vote of those persons owning a majority of lots then shown [on] the recorded plats of HUNTERS COVE.

14. It shall be lawful not only for the Developer, its successors and assigns, but also for the owner or owners of any lot who has derived or shall hereafter derive title from or through the Developer to institute and prosecute any legal proceedings in an appropriate court against the person or persons violating or threatening to violate any of these covenants. A homeowners association shall have judicial standing to act on behalf of a lot owner or owners in any legal proceedings to enforce these covenants. A judicial determination that one or more provisions of these covenants is unenforceable shall not affect the validity of the remaining covenants.

15. A property owner, by the acceptance of title, shall become a member of the Hunters Glen Homeowners Association and agrees to pay such dues and assessments as may be established by the Homeowners Association. Each parcel in the subdivision is hereby made subject to a specific and continuing lien to secure the payment of these charges, including interest thereon. This lien shall run with the title to property and shall be enforceable notwithstanding a change in ownership. The Homeowners Association shall have the right to collect charges which are a lien plus interest and court costs by means of a civil action against the record owner.

KLAUS JUNG and GEORGE R. MURPHY and wife, EVELYN S. MURPHY, join in the execution of this declaration in order to subject their respective properties to its covenants and conditions.

IN WITNESS WHEREOF the individual parties have here unto affixed their hands and seals and the Developer has caused this instrument to be executed by its general partner the day and year first above written.

ROBINSON INVESTMENT GROUP

By: J. Lee Robinson, General Partner

George R. Murphy

Evelyn S. Murphy

Klaus Jung

Recorded 21 January 1998 in Book 944, page 83