

## Our Hunters Glen/Cove Rules

If you cannot understand our covenants, this puts them in layman's terms. If you disagree with anything here or find it confusing, stay with the legal version, as this is not a legal document. **<Amendments of May 2018 added in italics.>**

We all are bound by our covenants. If you don't like them, there are options:

- Put up with them as currently written
- Work with community & change them to reflect what the community wants
- Live where there are no covenants

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1. One single family home per lot. No for-profit business of any kind in the subdivision – no use other than residential purposes. *“Residential” is defined as owner occupancy or rentals for a period of no less than six months. Rentals of a shorter duration, seasonal rentals (such as Airbnb), etc. are considered a for profit enterprise and are prohibited. <May 19, 2018>*
  2. No noxious or offensive conduct or other activity devaluing adjoining lots.
  3. No more than one single family house, one garage, and one tool shed per lot. The shed must be behind house, and no nearer than 70 feet from the center of a side street if the property is a corner lot.
  4. Ornamental fencing is OK in front. All other fencing must be in rear of house. Fencing is a structure & must be approved by HOA.
  5. Houses in Hunters Glen must have a minimum of 1200 heated square feet of living area.
  6. The front a house cannot be closer than 50 feet to the center of the street. If this conflicts with the Henderson County Zoning Ordinance the tighter restriction applies.
  7. Houses must have indoor plumbing connected to a sewage system approved by the Henderson County Health Department.
  8. No animals except domestic pets allowed.
  9. No signs allowed except 'for sale' sign no larger than 9 sq ft.
  10. All trash removed from premises at least weekly – containers used for the trash kept clean.
  11. No lot subdivided except where previous lots were combined. Divisions permitted only if the new lot complies with zoning regulations and these covenants.

12. No parked or stored trucks with two or more rear axles.
13. Motorized homes, travel trailers, portable camping equipment, boats and trailers parked or stored behind the part of the house farthest from the street - if the property is a corner lot, no less than 70 feet from the center of a side street.
14. Parking within a road right-of-way for more than three (3) consecutive days, or parking closer than ten feet to the traveled portion of the right-of-way not allowed. Inoperative vehicles or parts of vehicles may not be parked, stored or otherwise maintained on a lot.
15. No satellite dish or radio/television antenna/apparatus/electronic device allowed in the front yard.
16. Clothes lines OK if not visible outside the lot.
17. All lots subject to rights-of-way for roads/streets/drives/lanes shown on recorded plats and to requirements of NCDOT.
18. Dwelling plans including elevations, specifications, site plans and construction materials for other structures, specifically including fencing shall be submitted to HOA prior to start of construction - no construction activity to start until written authorization has been granted.
19. Approval/disapproval of plans are the sole discretion of the HOA and based on size, quality of construction, compatibility with other dwellings in subdivision, and physical features of building sites.
20. These covenants binding on all lots in the subdivision for twenty-five years from March 2005 recording date, or until 2030, and extends automatically in ten year intervals unless amended by vote of HOA of a majority of the lots then shown on recorded plats of Hunters Glen Subdivision. *If a property is used as a rental, the owner of record shall be responsible for all dues, assessments, fees or fines duly established by the Association. <May 19, 2018>.*
21. It's legal for HOA and owner of any lot to pursue legal proceedings in the appropriate jurisdiction against any person/persons violating, or threatening to violate provisions of the covenants. The HOA can act on behalf of lot owner/owners in any such legal proceedings.
22. Legal judgments declaring parts of the covenants unenforceable do not affect validity of the remaining parts.
23. By owning property in the subdivision, owner becomes a member of the Hunter's Glen Homeowner's Association and agrees to pay dues/assessments established by HOA.
24. As of 7 Mar 2005, each lot is subjected to a specific and continuing lien to secure payment of charges established by the HOA. It runs with the property title and is

enforceable regardless of change in ownership. HOA can collect charges plus interest and court costs via civil action against the recorded owner.

Other constraints:

No discharge of firearms/bows/arrows. No hunting or trapping, or harassing of animals.

No loose pets. The sheriff's department animal control authority will accept as evidence a date/time stamped photo showing the animal in an area identifiable as other than the owner's property:

- 1<sup>st</sup> time = warning
- 2<sup>nd</sup> time = \$50 fine
- 3<sup>rd</sup> time = \$100 per day of violation