

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

FIRST AMENDMENT TO  
RESTRICTIVE COVENANTS OF  
HUNTER'S RIDGE SUBDIVISION

THIS AMENDMENT, Made and entered into by and between CLAUDE A. LAUGHTER and wife, LUCILLE O. LAUGHTER, ERIC A. LAUGHTER, Unmarried, and ODELL OWENS, JR. and wife, LENA MAE OWENS (hereinafter referred to collectively as "Owners");

W I T N E S S E T H :

THAT WHEREAS, restrictive covenants for the subdivision known as Hunter's Ridge Subdivision, which is shown on two plats, was executed by the Owners and recorded in the Office of the Register of Deeds for Henderson County on February 7, 1989, and recorded in Deed Book 732, at Page 793, Henderson County Registry; and

WHEREAS, Paragraph 16 of those restrictive covenants permits amendments to the restrictive covenants by a majority vote of the owners, except for Paragraph 2 of the Restrictive Covenants; and

WHEREAS, the undersigned owners desire to amend these restrictive covenants.

NOW, THEREFORE, the undersigned owners hereby amend the Restrictive Covenants of Hunter's Ridge Subdivision, as they appear in Deed Book 732, at Page 793, of the Henderson County Registry, in the following respects, only, and except as amended hereby, these restrictive covenants shall remain in full force and effect:

1. No house trailer, double wide trailer or modular trailer may be placed on any lot, provided that a double wide trailer may be placed on Lot 27. Any double wide placed on Lot 27 shall have stucco or rock or brick underpinning.

2. Paragraph 8 of the Restrictive Covenants of Hunter's Ridge Subdivision is eliminated and the following shall constitute Paragraph 8 of the Restrictive Covenants of Hunter's Ridge Subdivision:

"8. No dwelling shall be allowed unless it has a minimum of 960 square feet of heated space, excluding porches and garage."

WITNESS our hands and seals this the 15th day of September, 1989.

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CLAUDE A. LAUGHTER (SEAL)

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LUCILLE O. LAUGHTER (SEAL)

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ERIC A. LAUGHTER, Unmarried (SEAL)

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ODELL OWENS, JR. (SEAL)

\_\_\_\_\_  
LENA MAE OWENS (SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

PERSONALLY appeared before me this day CLAUDE A. LAUGHTER and wife, LUCILLE O. LAUGHTER, and acknowledged the due execution by them of the foregoing document.

WITNESS my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

PERSONALLY appeared before me this day ERIC A. LAUGHTER, Unmarried, and acknowledged the due execution by him of the foregoing document.

WITNESS my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

PERSONALLY appeared before me this day ODELL OWENS, JR. and wife, LENA MAE OWENS, and acknowledged the due execution by them of the foregoing document.

WITNESS my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

RESTRICTIVE COVENANTS  
OF  
HUNTER'S RIDGE SUBDIVISION

THESE RESTRICTIVE COVENANTS made and entered into by and between CLAUDE A. LAUGHTER and wife, LUCILLE O. LAUGHTER, ERIC A. LAUGHTER, Unmarried, and ODELL OWENS, JR. and wife, LENA MAE OWENS (hereinafter referred to collectively as "Owners");

W I T N E S S E T H :

THAT WHEREAS, there is a subdivision known as Hunter's Ridge Subdivision, which is shown on two plats, neither of which plat indicates the subdivision name but indicates that it is property of Claude A. Laughter, Eric A. Laughter, and Odell Owens, Jr.; and

WHEREAS, the property was originally subdivided and the plat placed on record in the Office of the Register of Deeds of Henderson County, North Carolina, in Plat Cabinet A, Slide 326; and

WHEREAS, Lots 4 through 12 of this subdivision were resubdivided and a plat was placed on record in Slide 547 in the Office of the Register of Deeds of Henderson County; and that hereafter, the reference in these restrictive covenants to Hunter's Ridge Subdivision shall refer to the property described in these two plats, which is the name by which the land shown on these plats is identified; and

WHEREAS, the Owners (between the three of them), own all the lots constituting Hunter's Ridge Subdivision; and

WHEREAS, the property which is so subdivided was described in deed recorded in Deed Book 699, at Page 433, Henderson County Registry, and the base title to the streets and roads in this subdivision is owned by the Owners; and

WHEREAS, all the lots in this subdivision are owned by various ones of the undersigned, and there is no lot which is not owned by one of the undersigned; and

WHEREAS, when reference is made herein to streets, roads, and lots of the subdivision, it is referring to the property shown on plat recorded in Plat Cabinet A, Slide 326 as amended by the plat shown on Slide 547. Any division of the subject property into streets or roads which is shown on plat found in Plat Cabinet A, Slide 326 which is inconsistent with that shown on plat recorded in Slide 547 is to be disregarded and of no effect. Any dedication or offer to dedicate the use of any road in the portion of the first plat which is superseded by the second is hereby withdrawn both as to the public and as to lot owners in this subdivision; and

WHEREAS, the Owners desire to place certain restrictive covenants on this subdivision to run with the land, and to grant certain rights of ways and to reserve certain rights of ways, all to be binding on the owners of all lots hereafter, the restrictive covenants, and these reservations and rights of ways being as follows:

1. This property contains certain lots, with certain streets shown on the subdivision. The streets are identified on the subdivision plat by broken lines in the first plat and solid lines in the second plat. Certain streets are included within the lots in their entirety and certain lots go to the center of the street, all as evidenced by the subdivision plat.

There is reserved to the Owners, their heirs and assigns, a fifty (50) foot easement over each road, with the center line of the fifty (50) foot easement being the center line of the road, with the easement being twenty-five (25) feet

on each side of the center of said road, or with the entire fifty (50) feet being on one lot if the road is within one lot at that location. These roads may be used by the Owners, their heirs and assigns, whether one or more, for ingress and egress. The Owners may convey a right to the use of these roads to the State of North Carolina by executing such documents as are necessary to cause these to be state maintained roads, and the Owners may grant the right to third parties to use these roads, which third parties do not necessarily have to be owners of lots in this subdivision.

The Owners reserve to themselves, their heirs and assigns, the right to install, maintain, repair and replace utilities on all roads shown in the subdivision, and within five (5) feet of the side and rear lot lines of each lot.

2. There are separate water systems created within the subdivision, being six (6) in number. One system involves each of the following groups of lots:

First System: Lots Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32) and Thirty-Three (33)

Second System: Lots Fifteen (15), Sixteen (16), and Seventeen (17)

Third System: The lot adjacent to and to the northwest of Lot Twenty-Seven (27), which lot is bounded on the northwest by the right of way of the power line.

Fourth System: Lots One (1), Two (2), Thirteen (13), Fourteen (14), Twenty (20), Twenty-One (21) and Twenty-Two (22)

Fifth System: Lots Three (3), A, B, C and D combined as one, E, F, and G

Sixth System: Lots Eighteen (18), Nineteen (19), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26) and Twenty-Seven (27)

Each of these water systems are independent of the other and are not interconnected. Pipes from no one system can flow into water of another system.

No change will be made in any water system in the subdivision which will constitute a community water system as defined by the laws of the state of North Carolina.

3. The use of this subdivision shall be limited to residential use only with only one residence to be constructed on any lot and this one residence to be for a single-family residence.

4. No building shall have an exterior consisting of concrete block, metal roof, or tin siding. Each structure must be completed within nine (9) months of the time that it is commenced.

5. No temporary building shall be occupied on the premises at any time, and no other storage facility shall be permitted other than the contractor's trailer to be used as an office during construction. No one shall reside overnight in any such office structure utilized on the premises.

6. No dwelling shall be built closer than 30 feet from the margin of the street adjoining the lot on which the structure is built. No building shall be located closer than 10 feet to any side lot line or closer than 10 feet to the rear lot line. No party may maintain a nuisance on the property or take any other action to cause or permit to exist a situation where an offensive odor, or an unreasonably loud noise emits from any lot.

7. No house trailer may be placed on any lot; however, double wide trailers and modular trailers are permitted if (and only if) they are a minimum of 24 feet in width. Any double wide or modular trailer shall have stucco or rock or brick underpinning.

8. No dwelling (or double wide trailer or modular trailer) shall be allowed unless it has a minimum of 960 square feet of heated space, excluding porches and garage.

9. There is hereby designated an Architectural Review Agent. The initial one hereby designated is Eric A. Laughter, whose address is P. O. Box 262, Horse Shoe, North Carolina, 28742. The undersigned, or a majority of them, may from time to time change the Architectural Review Agent by filing a document in the office of the Register of Deeds making reference to these restrictive covenants and designating his name and address. He shall thereafter have the same authorization as set out herein. No structure shall be placed on any lot in this subdivision unless the plans for the structure have been approved in advance in writing by the Architectural Review Agent. Architectural Review Agent's discretion in this shall be final, the purpose being to maintain a subdivision that has attractive buildings that are harmonious and congenius with the general surroundings.

10. No satellite dish or other structure may be constructed which is separate from the single residence on any lot other than one garage only for storing the personal automobile used by the owner or owners of the property, provided that a satellite dish may be maintained temporarily if fenced on three sides but only if approved by the Architectural Review Agent.

11. Lots C and D are hereby combined into one lot and hereafter shall be considered one lot as if they had been shown on the plat originally with one lot and as if there had never been a dividing line separating the two.

No lot in this subdivision may hereafter be divided and no lot owner may adversely convey a portion of any one lot. For purposes of this paragraph as well as for purposes of all other paragraphs in these restrictions, Lot C-D shall hereafter be referred to and considered, and shall be, one lot.

12. No garbage cans may be maintained other than in the screened area approved by the Architectural Review Agent. No automobiles which are untagged or which are not operative shall be maintained on the subject property.

13. No culvert shall be placed under any driveway utilizing other than a 15 inch culvert and the culvert must be metal.


14. No animals shall be maintained on the premises other than one domestic dog or cat maintained on any one lot and this animal shall not be permitted to roam freely outdoors.


15. Grass must be planted by the lot owner on all terrain not paved and the grass and lawn must be maintained by each lot owner and no debris or other unsightly substance shall be allowed to remain on the premises and the Architectural Review Agent is authorized to require the lot owner to comply with this.

16. These restrictive covenants may be amended from time to time by a majority vote of the undersigned, except for paragraph 2, which cannot be amended or deleted.

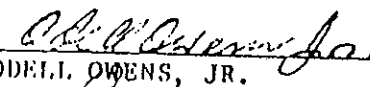
17. Any of the undersigned, and any lot owner within the subdivision may enforce these covenants by seeking restraining order or damages, or both. Failure to so complain or to seek legal remedies shall not waive the right to do so if the violation continues.

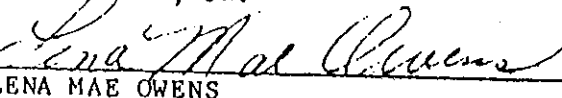
WITNESS our hands and seals this the 2nd day of February, 1989.

  
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CLAUDE A. LAUGHTER (SEAL)

  
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LUCILLE O. LAUGHTER (SEAL)

  
\_\_\_\_\_  
ERIC A. LAUGHTER, Unmarried (SEAL)

  
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ODELL OWENS, JR. (SEAL)

  
\_\_\_\_\_  
LENA MAE OWENS (SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

Personally appeared before me this day CLAUDE A. LAUGHTER and wife, LUCILLE O. LAUGHTER, and acknowledged the due execution by them of the foregoing document.

WITNESS my hand and notarial seal this the 2nd day of February, 1989.

Alma J. Healy  
Notary Public

My commission expires: 8/14/89

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

Personally appeared before me this day ERIC A. LAUGHTER, Unmarried, and acknowledged the due execution by him of the foregoing document.

WITNESS my hand and notarial seal this the 2nd day of February, 1989.

Alma J. Healy  
Notary Public

My commission expires: 8/14/89

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

Personally appeared before me this day ODELL OWENS, JR. and wife, LENA MAE OWENS, and acknowledged the due execution by them of the foregoing document.

WITNESS my hand and notarial seal this the 3rd day of February, 1989.

Alma J. Healy  
Notary Public

My commission expires: 8/14/89

STATE OF NORTH CAROLINA

ROAD MAINTENANCE AND WATER AGREEMENT

COUNTY OF HENDERSON

THIS AGREEMENT entered into by and between ODELL OWENS, JR. and wife, LENA MAE OWENS, CLAUDE A. LAUGHTER and wife, LUCILLE O. LAUGHTER, and ERIC A. LAUGHTER, hereinafter referred to as "Owners";

W I T N E S S E T H :

THAT WHEREAS, there is a subdivision known as Hunter's Ridge Subdivision, which subdivision is shown and represented on two separate plats; neither of these plats reflect the subdivision name of Hunter's Ridge Subdivision, but indicate that it is the property of Claude A. Laughter, Eric A. Laughter and Odell Owens, Jr.; and

WHEREAS, the property is shown on plat recorded in Plat Cabinet A, Slide 326, with the resubdivision of Lots 4-12 thereafter being recorded in Plat Cabinet A, Slide 547, all of the Henderson County Registry; and

WHEREAS, the Owners (between various ones of them) own all the lots constituting Hunter's Ridge Subdivision; and

WHEREAS, the Owners own and have title to the roads shown in this subdivision; and

WHEREAS, the property is subject to restrictive covenants of record, which restrictive covenants are recorded in Deed Book 732, at Page 793, Henderson County Registry; and

WHEREAS, there are six systems for providing water as shown on Paragraph 2 of said subdivision restrictions, with each system to serve the numbers of lots set out in that Paragraph 2; and

WHEREAS, the parties desire to enter into an agreement to describe the procedure for provision of water, and to describe the procedure for the maintenance of roads;

NOW, THEREFORE, THIS INDENTURE.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by each party to the other, the parties agree by and among themselves as follows:

1. Road Maintenance. The Owners, collectively, shall be treated as one owner for the purpose of this agreement.

The owner of each lot shall share rateably with the owners of each other lot to provide such maintenance as is reasonably necessary to keep the roads in serviceable condition. The cost of this maintenance shall be borne 1/28 each by each lot owner. Any homeowners association hereinafter formed, or the Owners who join in execution of this instrument (or anyone of them), or any subsequent owner of any lot in the subdivision, has the right to seek through the courts recovery of the proportionate part of the cost of road maintenance from any lot owner or lot owners who fail to provide their portion. No owner of any lot shall be responsible for maintenance after he or she conveys title to their lot(s) to another.

2. Water. The lot owners who are entitled to use each of the six water systems as provided in Paragraph 2 of said restrictive covenants shall each have the right to take water from the well (or wells) on that system. This right to take water shall include the right to lay, inspect, repair and replace water lines from their lot to the well, along with the right to maintain, inspect, replace and repair the pump and other equipment at the well necessary to provide

water, all provided that this right to lay water lines shall not extend over any portion of any lot other than that five foot strip on the side and rear lot lines of each lot which are reserved to the Owners in paragraph 1 of said restrictive covenants. The lot owners of each system shall pay the cost proportionately of electricity and other repair and maintenance of the pump and related equipment at the well for their system. No owner of any lot shall be responsible for such cost after he or she conveys title to their lot(s) to another.

WITNESS our hands and seals this the \_\_\_\_\_ day of \_\_\_\_\_, 1989.

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ODELL OWENS, JR. (SEAL)

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LENA MAE OWENS (SEAL)

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CLAUDE A. LAUGHTER (SEAL)

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LUCILLE O. LAUGHTER (SEAL)

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ERIC A. LAUGHTER (SEAL)