

These Restrictive Covenants apply to Tract II of that certain property described by Deed found in Deed Book 254 at Page 34 in Transylvania County Registry consisting of 168.70 acres.

1. LAND USE: No lot shall be used except for residential purposes. No mobile home shall be permitted on any lot.
2. DWELLING SIZE: No dwelling shall be permitted on any lot where the square footage of living area of the said dwelling does not exceed 1,000 square feet.
3. EASEMENTS: Easements for installation and maintenance of the utilities and drainage facilities are reserved within the road rights of way.
4. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
5. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.
6. SIGNS: No sign of any kind shall be displayed to the public view on any lot.
7. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept along with not more than one cow or horse per acre of land, provided they are not kept, bred or maintained for any commercial purposes.
8. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained for a garbage dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
9. ROAD MAINTENANCE: It is understood and agreed that the developer has provided certain roads as a means of ingress and egress to the lots within the Knob Ridge Subdivision; that Line Runner Ridge Associates shall maintain said roads in passable condition or better until fifty (50%) percent of the 168.70 acres is sold; at that time all owners of tracts or lots located in the 168.70 acre tract hereinabove referred to shall organize, join and participate in a Property Owners Association which shall thereafter have the responsibility to maintain all roads located in the 168.70 acre tract.
10. ROAD MAINTENANCE FEES: Each lot owner shall pay \$120.00 per year to Line Runner Ridge Associates for maintenance of the roads, said sum being paid in advance; it is further understood and agreed that once the Property Owners Association takes over the maintenance of said roads as provided above, then Line Runner Ridge Associates obligation to maintenance said roads shall terminate and then each property owner shall pay \$120.00 per year or such other amount that may be deemed to be reasonable to the Property Owners Association for road maintenance.
11. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
12. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

13. SEVERALIBILITY: Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Developers have caused this instrument to be executed, this the 23rd day of June, 1982.

LINE RUNNER RIDGE ASSOCIATES, a Partnership

By: William R. White
William R. White, General Partner


By: Mike Meany
Mike Meany, General Partner

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

I, Jewell B. Webb, a Notary Public, of said County and State, do hereby certify that MIKE MEANY and WILLIAM R. WHITE personally appeared before me this date and executed the foregoing instrument for and on behalf of Line Runner Ridge Associates, a General Partnership; that they acknowledged the due execution by them as general partners on behalf of Line Runner Ridge, a General Partnership, with the Partnership Agreement being recorded in Deed Book 253 at Page 968 in the Transylvania County Registry.

WITNESS my hand and seal, this the 23rd day of June, 1982.

Jewell B. Webb
NOTARY PUBLIC



My Commission Expires:

Sept. 9, 1986

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

The foregoing certificate of Jewell B. Webb, Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book 254, Page 88, Records of Deeds for Transylvania County, North Carolina.

This 23 day of June, 1982, at 4:45 o'clock P..M.

Fred H. Neal
Register of Deeds

Deputy Register of Deeds