

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

324 531

KNOW ALL MEN BY THESE PRESENTS, that THOMAS E. SKORNSCHEK and wife, MARY E. SKORNSCHEK, and LEIGHMAN WALKER and wife, HELEN WALKER, do hereby mutually agree and covenant to and with all other persons, firms or corporations now owning or hereafter acquiring any property in a subdivision known as Highland Forest situate, lying and being in Eastatoe Township, Transylvania County, North Carolina.

That the said property hereinabove described is hereby subject to the restrictions as to the use thereof running with the said property by whomsoever owned, to-wit:

RESIDENTIAL AREA COVENANTS

A-1. LAND, USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than two cars. However, it is specifically understood and agreed that there may be constructed on any lot having an area of one acre or more a guest house, in addition to the private dwelling.

A-2. DWELLING, QUALITY AND SIZE: No dwelling (with the exception of the guest house), shall be permitted on any lot unless the same shall meet the following minimum standards. The ground floor of the main structure, exclusive of one story open porches and garages, shall be not less than one thousand (1,000) square feet.

A-3. LOT WIDTH AND AREA: No dwelling shall be erected or placed on any lot having an area of less than twenty thousand (20,000) square feet.

A-4. EASEMENTS: Easements for installation and maintenance of the utilities and drainage facilities are reserved as shown on the recorded plat.

A-5. 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.

A-6. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, tent, shack, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently, except that a recreational vehicle, which has water and sewer attached, may be occupied by the lot owner for a period of up to six months while a house is under construction on the lot.

A-7. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

A-8. 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,

000340

324

532

provided they are not kept, bred or maintained for any commercial purposes.

A-9. 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.

HOME OWNERS ASSOCIATION

B-1. For the purpose of furthering and promoting the common interests of all property owners within Highland Forest, each and every lot owner, by accepting a deed for any lot in such premises, agrees to and shall become a member of and be subject to the duly enacted bylaws and rules of Highland Forest Home Owners Association, particularly those rules relating to the maintenance of roads and common areas.

GENERAL PROVISIONS

C-1. 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 ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods ten (10) years unless an instrument signed by a majority of the then owners of the lots had been recorded, agreeing to change said covenants in whole or in part.

C-2. 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.

C-3. SEVERABILITY: 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 parties hereto have set their hands and seals, this the 31st day of January, 1990.

Thomas E. Skornscek, acting by
and through his Attorney-in-Fact,
Ramona E. Hughes

By: Ramona E. Hughes (SEAL)
Ramona E. Hughes, Attorney-in-Fact

Mary E. Skornscek, acting by and
through her Attorney-in-Fact,
Ramona E. Hughes

By: Ramona E. Hughes (SEAL)
Ramona E. Hughes, Attorney-in-Fact

Leighman Walker, acting by and
through his Attorney-in-Fact,
Ramona E. Hughes

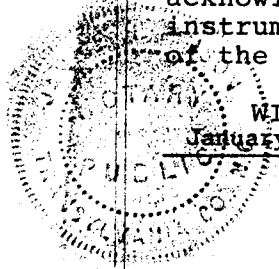
By: Ramona E. Hughes (SEAL)
Ramona E. Hughes, Attorney-in-Fact

Helen Walker, acting by and through her Attorney-in-Fact, Ramona E. Hughes

By: Ramona E. Hughes (SEAL)
Ramona E. Hughes, Attorney-in-Fact

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

I, Janice H. Pinson, a Notary Public, do hereby certify that RAMONA E. HUGHES, Attorney-in-Fact for THOMAS E. SKORNSCHEK, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of THOMAS E. SKORNSCHEK and that her authority to execute and acknowledge said instrument is contained in an instrument dated December 28, 1979, which was duly executed and acknowledged on December 28, 1979, and recorded in the office of the Register of Deeds for Transylvania County, North Carolina, on January 4, 1980, in Deed Book 239, page 840, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney; that the said RAMONA E. HUGHES, Attorney-in-Fact acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said THOMAS E. SKORNSCHEK.



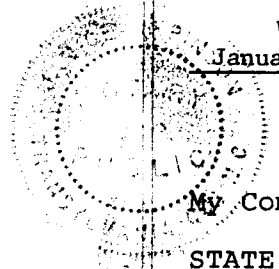
WITNESS my hand and Notarial Seal, this the 31st day of January, 1990.

Janice H. Pinson
Notary Public

My Commission Expires: 11-15-94.

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

I, Janice H. Pinson, a Notary Public, do hereby certify that RAMONA E. HUGHES, Attorney-in-Fact for MARY E. SKORNSCHEK, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of MARY E. SKORNSCHEK and that her authority to execute and acknowledge said instrument is contained in an instrument dated November 22, 1989, which was duly executed and acknowledged on November 22, 1989, and recorded in the office of the Register of Deeds for Transylvania County, North Carolina, on November 28, 1989, in Deed Book 322, page 749, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney; that the said RAMONA E. HUGHES, Attorney-in-Fact acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said MARY E. SKORNSCHEK.



WITNESS my hand and Notarial Seal, this the 31st day of January, 1990.

Janice H. Pinson
Notary Public

My Commission Expires: 11-15-94.

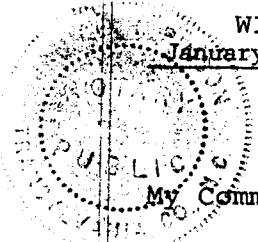
STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

I, Janice H. Pinson, a Notary Public, do hereby certify that RAMONA E. HUGHES, Attorney-in-Fact for LEIGHMAN WALKER and wife, HELEN WALKER, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of LEIGHMAN WALKER and wife, HELEN WALKER and that her authority to execute and acknowledge said instrument is contained in an instrument dated December 13, 1979, which was duly executed and acknowledged

324

534

on November 13, 1979, and recorded in the office of the Register of Deeds for Transylvania County, North Carolina, on January 4, 1980, in Deed Book 239, page 836, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney; that the said RAMONA E. HUGHES, Attorney-in-Fact acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said LEIGHMAN WALKER and wife, HELEN WALKER.



WITNESS my hand and Notarial Seal, this the 31st day of January, 1990.

Janice H. Pinson
Notary Public

My Commission Expires: 11-15-94.

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

The foregoing certificate(s) of Janice H. Pinson, Notary(ies) Public, is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 324, page 531.

This 31 day of Jan, 1990, at 4:45 o'clock P.M.

Fred H. Inall
Register of Deeds

By: _____
Deputy Register of Deeds