

Prepared by:
Margaret McDermott Hunt, Attorney

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

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RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that JOHN S. TAYLOR and wife, SUSAN M. TAYLOR, do hereby mutually agree and covenant to and with all persons, firms or corporations now owning or hereafter acquiring any property in the following described piece, parcel or lot of land situate, lying and being in Brevard Township, Transylvania County, North Carolina:

All of that certain piece, parcel or tract of land known as Lots 1 through 11 of Madison Hills Subdivision, Phase One, as shown on a plat by P. Robert Raxter, Jr., RLS, dated March 1995 and April 1996, and recorded in Plat File 6, Slide 394, Records of Plats for Transylvania County.

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 and a private garage for the family's cars.

A-2. **EASEMENTS**: Easements for installation and maintenance of the utilities and drainage facilities are reserved as shown on the recorded plat.

A-3. **NUISANCES**: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

A-4. **TEMPORARY STRUCTURES**: No structure of a temporary character, mobile home, trailer, recreational vehicle, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.

A-5. **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 or one sign of not more than five (5) 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-6. **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, provided they are not kept, bred or maintained for any commercial purposes.

A-7. **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. No junk cars may be kept on any lot.

A-8. **AESTHETIC PROVISIONS AND COVENANTS:** No clothes lines, playground equipment, motor homes, recreational vehicles, boats, or boat trailers may be kept or stored in the front yard of any lot or in plain view from the subdivision roads. No cars may be parked or kept on Kaden Lane and Madison Avenue.

GENERAL PROVISIONS

B-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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods 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.

B-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.

B-3. **SEVERABILITY:** Invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, JOHN S. TAYLOR and wife, SUSAN M. TAYLOR, have caused this instrument to be executed in their names, this the 18th day of October, 1996.

[Signature]

JOHN S. TAYLOR
[Signature]

SUSAN M. TAYLOR

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA

I, Patsy J. Summey, a Notary Public of the County and State aforesaid, certify that JOHN S. TAYLOR and wife, SUSAN M. TAYLOR personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 18th day of October, 1996.

My Commission Expires: 4/10/99
Notary Public *[Signature]*

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

The foregoing certificate of Patsy J. Summey, a Notary Public is certified to be correct. This instrument was presented for registration and recorded in this office in Deed Book 407, Page 115.

This the 22 day of October, 1996, at 9:45 M., o'clock.

[Signature]

Register of Deeds
By: *[Signature]*

Deputy Register of Deeds