

267

46

This instrument prepared by:  
HUDSON and PETERSON, P.A.  
John R. Hudson, Jr., Attorney

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

RESTRICTIVE COVENANTS FOR  
MOOSE HAVEN SUBDIVISION

The undersigned JAMES EDWARD WILSON and wife, SANDRA W. WILSON; and EDWARD MORRIS KITCHEN, unmarried, in order to create a highly desirable residential subdivision to be known as MOOSE HAVEN SUBDIVISION in Little River Township, Transylvania County, North Carolina, as shown on plat recorded in Plat File 2, Slide 317, in the Office of the Register of Deeds, do hereby create and make the following covenants and restrictions which shall run with the land, and shall be binding upon each and every purchaser of any lot or lots in said subdivision. The purchasers, by accepting a Deed to one or more of said lots, agree and consent to be bound by all of the covenants and conditions herein contained.

RESIDENTIAL AREA COVENANTS

1. Land, Use, and Building Types: No lot shall be used in any manner except for residential purposes. Only one single family dwelling may be constructed on any one lot, not to exceed two-and-one-half stories in height, and any dwelling smaller than 1200 square feet must have attached garage or carport; and one outbuilding maybe constructed on each lot, to be one story only, and roof and siding must be the same as the dwelling. No structure such as a mobile home, trailer, basement, tent, shack, garage, or other outbuilding shall be used as a residence at any time, either temporary or permanent.

2. BUILDING LOCATION: No dwelling or outbuilding shall be located on any lot closer than 25 feet to the front or rear lot line and 15 feet from the side lot lines.

3. EASEMENTS: Said lots are subject to a 60-foot road right-of-way for Moose Haven Drive; which right-of-way may be used jointly by all the property owners in said subdivision, and shall be maintained jointly by all lot owners paying \$50.00 in January of each year, which amount shall be increased, if necessary, to compensate for inflation. All culverts constructed by lot owners shall be trouble-free and shall be constructed so that they will not cause damage to other lots or the street in the subdivision. Said lots are also subject to a 10-foot easement along the front, rear and side lot lines for the installation of utility and drainage facilities. All utilities are to be underground, and no utility company or organization so using the easements herein reserved shall be liable for any damage done necessarily to the shrubbery, trees, flowers, or other property located upon any lot.

4. LIVESTOCK: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets, provided said household pets are not kept, bred or maintained for commercial purposes. No dangerous animals shall be allowed to run loose.

5. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained for a garbage dumping ground for rubbish, trash, garbage, old cars, or other waste; and all refuse shall be kept in sanitary containers; and all incinerators or other equipment for the disposal of refuse shall be kept in a clean and sanitary condition.

6. NUISANCES: No trade or business of any nature shall be carried on or conducted upon any lot in said subdivision. No noxious or offensive activities shall be carried on or conducted on any lot or street in said subdivision, nor shall anything be done or caused to be done thereon which may become a nuisance or annoyance to the neighborhood. No signs are to be allowed on any lot except one advertising the property for sale or rent by contractor or owner, to be no more than five square feet.

40525

GENERAL PROVISIONS

1. ENFORCEMENT: If any of the owners of any lots in said subdivision, their heirs, successors, or assigns, shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for the Makers of these Restrictive Covenants, their heirs or assigns, or any person owning real estate in said subdivision to prosecute any proceeding at law or in equity against any persons violating or attempting to violate any restriction or covenant as to the use of said lot in said subdivision, to restrain said violation or violations and to recover damages for said violations.

2. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for a successive period of 10 years, unless by 2/3rds vote of those persons then owning said lots, it is agreed to change said covenants in whole or in part, or that said building restrictions or covenants shall no longer be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals, the day and year hereinbelow acknowledged.

James Edward Wilson (SEAL)  
Sandra W. Wilson (SEAL)  
Edward Morris Kithcen (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA

I, Phyllis C. Flynn, a Notary Public of said State and County, do hereby certify that JAMES EDWARD WILSON and wife, SANDRA W. WILSON; and EDWARD MORRIS KITHCEN, unmarried, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 15th day of May, 1984.

My Commission expires: Jan. 31, 1987.

Phyllis C. Flynn  
Notary Public

STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA

The foregoing certificate(s) of Phyllis C Flynn, Notary(ies) Public, is/are certified to be correct. This instrument was presented for registration the 15 day of May, 1984, at 9:30 A.M. and duly recorded in the Office of the Register of Deeds of Transylvania County, North Carolina, in Deed Book 267, Page 46. This the 15 day of May, 1984.

hp97

Frank H. Small  
Register of Deeds