

STATE OF NORTH CAROLINA

COUNTY OF MADISON

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that the undersigned CLIFFORD F. SCHOMMER and wife, DIANA M. SCHOMMER, hereinafter called Developer, do hereby covenant and agree to and with all persons, firms, or corporations now owning or hereinafter acquiring any property or lots in that real estate development commonly known as Timberside Development, being the property of the Developer and more particularly described in an instrument recorded in the office of the Register of Deeds, Madison County, North Carolina, in Deed Book 132, at Page 587, are hereby subjected to the following restrictions as to the use thereof running with said property by whomsoever owned, to wit:

1. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one single family dwelling. However, Developer reserves the right to construct a community service building within this sub-division.

2. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than six hundred (600) square feet.

3. No trade or business (including the commercial raising of dogs) and no noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No livestock or poultry may be kept on this property.

4. No trailer, shack, garage, barn, or other out building shall at any time be erected or stored on said lot or used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any residence be moved onto a lot in the sub-division. All construction equipment, tool sheds, and similar items must be removed upon completion of clearing or construction. However, a single attached or detached garage shall be permitted.

5. No building shall be located on any lot nearer than twenty (20) feet to the front lot line nor nearer than ten (10) feet to any side street or interior lot line. For the purposes of the covenants, eaves, steps, and open porches shall not be considered as a part of a building, provided, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. No inoperative motor vehicle may be stored upon any lot for more than three consecutive days, unless it is enclosed in a structure meeting all the requirements of these covenants, and is not visible from the street or from adjacent lots.

7. Utility and drainage easements affecting all lots in this tract are reserved fifteen (15) feet along the margin of streets, five (5) feet in width along interior lot lines and over the rear ten (10) feet of each lot for installation and maintenance of utilities and drainage facilities. Neither Developer nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers or to the property of the owner situated on the land covered by said easements.

8. No sign of any kind shall be displayed to the public view on any lot, except 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. Nothing in the paragraph shall be construed to prevent Developer from erecting display signs designed to designate areas within a subdivision, including street signs.

179