

Restrictive Covenants

The Restrictive Covenants of the Sylva Vista Subdivision may be found in most property deeds, by reference or actually copied. This instance is recorded in Book 798, Page 494, of the Jackson County Register of Deeds.

RESTRICTIVE COVENANTS FOR SYLVA VISTA SUBDIVISION

1. The tract of land described in the attached Deed may be divided or subdivided by the purchasers, their heirs, assigns, executors and administrators, but only to the extent that only three (3) houses may be built on the said tract of land, and each house, including the one now located thereon, must be located on a lot containing at least 50,000 square feet.
2. No house or home shall be constructed on the tract of land described in the attached Deed containing less than 1200 square feet of living space, excluding carport, garage, basement and porches, and any home built on said properties must be built according to specifications and standards that are acceptable and will meet Federal Housing Authority rules.
3. No house trailer shall be placed on the property described in the attached Deed, nor shall any prefabricated home be placed on said property unless the same is erected on the property and any prefabricated home so erected on said property must meet the Federal Housing Authority regulations. Any and all outbuildings constructed on the said property must be of the same design and construction as the main residence.
4. The sellers, for themselves, their heirs, assigns, executors and administrators, do hereby contract and agree to maintain the main entrance road leading from the state maintained road to the property described in the attached Deed until January 1, 1980, or until such time as said main access road is taken over and maintained by the North Carolina Department of Transportation, whichever is sooner.
5. No home constructed on the property described in the attached Deed shall be occupied by any persons until the construction of the exterior of said home has been completed.
6. In the event that any animals are kept on the property described in the attached Deed, except dogs or cats as household pets, then and in that event the purchasers, and their heirs, assigns, executors and administrators, shall have at least two acres of enclosed pasture or land for each animal kept on said premises, and shall provide adequate shelter from the elements when necessary.
7. The purchasers, their heirs, assigns, executors and administrators, shall not permit or allow any debris, inoperative vehicles of any type, or any other unsightly debris to be allowed to remain on said premises.
8. No trailer of any type shall be kept on said premises, except recreational vehicle type trailers and boats on trailers, and they shall be kept for storage purposes only, and shall not at any time be occupied.
9. It is understood and agreed between the parties hereto, their respective heirs, assigns, executors and administrators, that the covenants, restrictions and conditions as hereinabove set forth shall be perpetual and shall run with the lands described in the attached Deed.