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FILED  
STOKES COUNTY  
NO. \_\_\_\_\_

JAN 19 11 04 AM '87

STATE OF NORTH CAROLINA  
EDNA E. CRADDOCK  
REGISTER OF DEEDS

COUNTY OF STOKES )

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
NORTH HAMPTON SUBDIVISION,  
PHASE I, REVISED RECORDED IN PLAT  
BOOK 5 - PAGE 190,  
STOKES COUNTY REGISTRY.

THIS DECLARATION, made this 16 day of January,  
1987, by THE NEW FORTIS CORPORATION, a North Carolina  
Corporation, hereinafter referred to as the "Declarant";

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of certain property in  
Stokes County, North Carolina, more particularly described on a  
plat which has been recorded in the Office of the Register of  
Deeds, Stokes County in Plat Book 5, Page 190

WHEREAS, Declarant will convey the Property, subject to  
certain protective covenants, conditions, restrictions, liens  
and charges as hereinafter set forth;

NOW, THEREFORE, the Declarant hereby declares that the  
Property shall be held, sold, and conveyed subject to the  
following easements, restrictions, and conditions, all of which  
are for the purpose of enhancing and protecting the value,  
desirability and attractiveness of the real property. These  
easements, restrictions, covenants and conditions shall run with  
the real property and shall be binding on all parties having or  
acquiring any right, title or interest in the described property  
or any part thereof, and shall inure to the benefit of each  
owner thereof.

RESTRICTIONS

1. All lots shall be used for residential purposes only. No building shall be erected, placed or permitted to remain on any lot other than one detached single-family dwelling and customary accessory buildings used in connection therewith for customary purposes.

2. No one-story dwelling shall be built or erected or used unless it shall contain at least 1,100 square feet of heated and finished floor space on the ground level. No story and one-half (1-1/2) dwelling shall be built or erected or used unless it shall contain at least 950 square feet of heated and finished floor space on the ground level and 400 square feet of heated and finished floor space on the upper level. No two-story dwelling shall be built or erected or used unless it (a) shall contain, exclusive of any finished basement area(s), a total of 1,350 square feet of heated and finished floor space for the two levels (ground and upper); and (b) shall have minimum exterior dimensions of not less than 24 feet by 32 feet on the ground level. No split-level or split-foyer dwelling shall be built or erected or used unless it shall contain at least 1,250 square feet of heated and finished floor space, all levels. The square footages of floor space herein referred to shall be exclusive of porches, garages, breezeways, terraces, and basement areas.

3. No numbered lot as shown on the recorded plat shall be subdivided except that two lot owners may subdivide a lot between them, but only one residence shall be built on the combined original Lot and the subdivided portion of any Lot; provided, however, the conveyance of a strip of land no more than ten (10) feet in width off any Lot shall not constitute a

subdivision of the Lot if at least 15,000 square feet remains in the Lot from which the strip is taken.

4. No building or part of a building other than steps, open porches, overhanging eaves or cornices shall extend nearer to the front property line than thirty (30) feet. In the case of a corner lot, no building may be placed within fifteen (15) feet of the side-street property line.

5. Every dwelling erected on the Properties shown on the recorded plat shall have two (2) side yards with a total footage of not less than 20 feet, and in no case shall the width of either side yard be less than 10 feet.

6. All detached private garages or other outbuildings shall be erected at least 60 feet from the front property line. No block buildings shall be erected; all must be brick or wood.

7. No swine or other livestock shall be kept on the premises. Household pets may be kept for non-commercial purposes on the Properties, if they are properly confined and do not constitute a nuisance. No tractor-trailers shall be parked on any lot except for the temporary loading and unloading of household goods. The discharging of firearms of any type on any lot or part thereof is prohibited.

8. No portions of any building erected on any Property shall have exposed concrete blocks on the exterior; stucco or surewall foundations are acceptable. The roof style of buildings erected on any Property shall be limited to mansard, hip and/or gable; and flat roofs are specifically prohibited.

9. No building may be moved from another location and placed on any Lot, it being specifically required that any dwelling-house built on any Lot shall be of new construction and constructed on the premises. Mobile homes and modular homes and kithouses are specifically prohibited.

10. All driveways shall be paved either with asphalt or concrete.

11. The maximum permissible heights of fences shall be as follows: If chain-link or similar open and transparent construction, five (5) feet. If wood or brick or similar solid construction, four (4) feet. No fencing shall be nearer the front property line than the actual front house or dwelling line.

12. No drainage ditches or swales constructed within the rights of way of streets bordering any Lot may be filled or altered in such a manner that impedes the flow of water within the right of way and/or which impedes the flow of water to a catch basin, drainage easement or stream and/or which results in water flowing from any Lot onto the adjacent street pavement.

13. The streets shown on the recorded plat have been constructed in accordance with the North Carolina Department of Transportation's standards for secondary roads at the time of construction.

14. The Declarant reserves and retains an easement extending five (5) feet to each side of all property lines shown on the recorded plat, for the installation of utility lines, sewer lines, drainage lines and ditches for the benefit of the Lots or any land adjacent thereto owned by the Declarant. The right to use such easement(s) may be granted by the Declarant to utility companies for a specific use without the Declarant's disposing of its right to use or to grant additional parties an easement for one or more reserved uses. The Declarant reserves the right to dispose of or to release the easement(s) if not theretofore specifically granted, by the execution of a written release to be recorded in the office of the Register of Deeds.

Forayth County, North Carolina.

15. The foregoing covenants, restrictions and conditions shall run with the land and shall be kept, observed, and performed by the parties charged therewith for a period of thirty-five (35) years from the date of recording of this instrument.

16. Any restrictions, covenants or conditions herein set forth may be extended, removed, modified or changed by securing the written consent of the Declarant, its successors or specific assigns, which written consent shall be duly executed, acknowledged and recorded in the office of the Register of Deeds, Stokes County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of the Declarant, its successors or specific assigns.

17. 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 or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

18. No T.V. or Video Satellite dishes or C.B. and radio antennas may be placed or installed on any lot except those which can be installed in the interior of the dwelling.

19. No solar panels may be installed on the front side of any building nor closer to the front property line than seventy (70) feet.

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IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed in its corporate name by its duly authorized officers and its common seal to be hereunto affixed on the date above written.

THE NEW FORTIS CORPORATION,  
A North Carolina Corporation

BY: W. Wayne J. [Signature]  
Vice President

Attest:

Angie C. Spell  
Asst. Secretary

