

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 footage 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 twenty (20) feet, and in no case shall the width of either side-yard be less than ten (10) feet.

6. All detached private garages or other outbuildings shall be erected at least sixty (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 masonry 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 kit-houses 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 line 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, Stokes 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 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.

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: [Signature]
Vice President

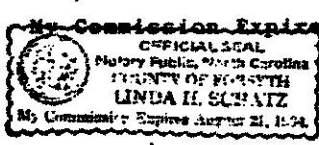
Attest:

[Signature]
Assistant Secretary



STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, a Notary Public of the County and State aforesaid, certify that Barbara N. Shelton, personally came before me this day and acknowledged that he/she is Assistant Secretary of The New Fortis Corporation, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by her/him as its Assistant Secretary. Witness my hand and official stamp or seal, this 30th day of December, 1993.



[Signature]
NOTARY PUBLIC

STATE OF NORTH CAROLINA
COUNTY OF Stokes

The foregoing Certificate of Linda H. Schatz, NP Forsyth is certified to be correct. This instrument and this certificate County, NC are duly registered at the date and time and in the Book and Page shown on the first page hereof.

CLARA B. NELSON Register of Deeds
Stokes County.

BY [Signature] Deputy/Assistant