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Surry County North Carolina

BK 945 PG 199-205

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

FOOTHILL FARM

WITNESSETH:

WHEREAS, Cleve G. Harris and wife, Deborah E. Harris, herein called the "Declarants", are the fee simple owners of certain real property located in Surry County, North Carolina, said property consisting of Tracts One through Nine, being known as FOOTHILL FARM and being more particularly described in Plat Book 20, Page 64, Surry County Registry;

AND WHEREAS, Declarants desire to establish a residential community consisting of single-family residential dwellings to be known as FOOTHILL FARM, and further desire that said property be used, developed, maintained and managed for the benefit and welfare of owners of property in said subdivision; and

WHEREAS, Declarants desire to insure the attractiveness of FOOTHILL FARM and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within FOOTHILL FARM. To this end the Declarants desire to subject the real property described therein, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, changes and liens hereinafter set forth, each of all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, in consideration of the premises, the Declarants hereby declare that all of Tracts One through Nine described as FOOTHILL FARM as described in Plat Book 20, Page 64, Surry County Registry, hereto annexed or that property that hereafter may be made subject to this Declaration of Covenants and Restrictions (hereinafter called the "Restrictions") is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters hereinafter set forth, said Restrictions and matters hereinafter set forth, said Restrictions and matters to be construed as covenants running with the land which shall be binding on all parties having

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or acquiring any right, title or interest in the described property, or any part thereof, for land during the time hereinafter specified. Every party hereafter acquiring any lot, or portion thereof, in the described properties, by acceptance of a deed conveying title thereto or by execution of a contract for the purchase thereof whether from the Declarants or a subsequent owner of such lot, shall accept such deed or contract subject to each and all of the covenants, restrictions and agreements contained within these Restrictions, as well as any additions or amendments hereto. Each grantee of any lot subject to these Restrictions, by accepting the deed or contract thereto, shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarants, and with grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

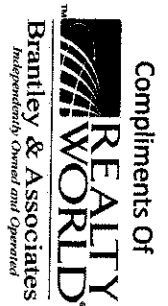
#### RESTRICTIVE COVENANTS

1. No lot shall be occupied or used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on any lot other than one single family residence; all attached garages will be constructed of same exterior material as residence, and shall be constructed no closer to the front property line than the primary residence. All dwellings and outbuildings erected upon any lot shall be constructed of material of good grade, quality and appearances, and all construction of any dwelling shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or of concrete blocks. No "shell home", as the term is generally understood at this time in this area, shall be erected or allowed to remain on any of said lots. Any storage shed or barn shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said lot. No bare block construction shall be permitted to show above the ground level of any dwelling.

a. No construction, reconstruction, remodeling alteration or addition to any building, improvement to any building, improvement to any structure, or tree removal upon any lot in the development, shall be commenced without the prior written approval of the Declarants. Site location, plans, orientation of home and outbuildings and specifications, and the builder will be deemed to be part of approval process.

b. There shall be submitted to Declarants a complete set of plans and specifications for any and all construction or improvements on any lot. No construction shall commence until such time as plans and specifications have been received and written approval has been provided by the Declarants. Such plans shall include: 1. location of residence, detached garages, retaining walls, decks, columns and all other details to be constructed 2. color schemes for exterior materials and roofs 3. driveway connections. 4. proposed grading and landscaping and any other details requested by Declarants. The Declarants agree that they shall not unreasonably withhold their consent of the approval of said plans.

c. The Declarants shall approve or disapprove plans and specifications within ten (10) days from receipt of same. In the event that Declarants fail to approve or disapprove



such plans within ten days, approval will not be required and requirements of this section will be deemed to be fulfilled.

2. **Setback Lines:** All setback lines shall conform with the requirements of the Pilot Mountain zoning ordinance. (75 front; 75 side)

Developers shall have the right to waive any unintentional violations of setback requirements so long as such waiver does not violate any city or county ordinance.

3. **Sewage Disposal.** All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the lot owner and approved by the appropriate governmental authority and the developer, unless public sewage becomes available in the subdivision.

4. **Occupation of premises.** No residence shall be occupied until a certificate of occupancy has been issued by developers or the appropriate governmental agency.

5. **Storage Tanks and Garbage Disposal.** Every fuel storage tank shall be buried below the surface of the ground or screened by shrubbery to the satisfaction of the developer or their successor in title. Every outdoor receptacle for trash, ashes, or rubbish shall be installed underground or not visible from any street or adjacent structure, and to the satisfaction of developer or its successor in title. All lawns must be kept in a neat and clean condition.

6. **Replacement of structures.** Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or other natural cause must be rebuilt within nine months or all debris removed and the lot restored to its original condition within three months.

7. **Maintenance of Premises.** It shall be the duty of each owner to maintain his or her lot, together with the exterior of all improvements located therein, in a neat and attractive condition.

Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, down spouts, building, surfaces, trees, shrubs, walks, and other exterior improvements. All lawns shall be maintained in a neat and clean condition.

8. **Pastures.** All pastures must be clipped or bush-hogged at least twice a year.

9. **Prohibitions:**

- a. No mobile homes or modular homes shall be permitted on any lot.
- b. No privies or outside toilets shall be constructed on any lot.
- c. No animals, livestock of any description except for the usual household pets and horses, shall be kept on any lot.



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d. No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot. No wrecked or junked motor vehicle or vehicle without current license plates and registration shall be permitted to remain upon any lot or upon grassed areas within the road right of way.

e. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a residence.

f. Satellite dishes, TV antennas, clothes poles and lines, shall be placed so that they are not visible from any street.

g. No on street vehicular parking shall be permitted.

h. No signs of any kind shall be displayed within public view on any lot except for one sign approximately five square feet advertising the property for sale, and signs used by the builder to advertise during construction of home.

i. No lot shall be subdivided or boundary changed.

j. No solar panels may be installed on the front side of any structure nor any located between the front of the dwelling and the street.

k. No horses are to be kept on any tract until the home located on the tract is occupied and the fencing as required in the restrictions is in compliance.

10. Roofs. No flat roof structures or roofs with less than a six to twelve inch pitch will be permitted on any lot.

11. Dwelling Size: No residence or dwelling shall be constructed, or caused to be constructed, with less than 1,750 square feet of interior heated area if said residence or dwelling is a single level residence or dwelling, nor less than 2,150 square feet of interior heated area if said residence or dwelling contains more than one level, exclusive of breezeways, garages, porches, and any and all other annexes not strictly used as a part of the all-weather living quarters of such structure. For purposes of this paragraph, a basement shall not be considered a "level".

12. Nuisances: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No commercial vehicle in excess of three-quarter ton load capacity shall be parked or permitted to remain on any lot. No wrecked or junked motor vehicle or vehicle without current license plates and registration shall be permitted to remain upon any lot or upon grassed areas within the road right of way.

13. Livestock and poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, providing they are not kept, bred, or maintained for commercial purposes, except that no more than four horses shall be permitted per each ten acre tract. If horses are kept on the tract, proper fencing must first be placed in effect. Fencing shall be either wood board posts or wire. If wire is used for the fencing then it must be installed in the following manner:

- a. There must be a wood corner posts of six inches minimum property braced;
- b. There must be a metal "T" post installed every twelve feet or less on the line,



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- c. There must be a minimum of three strands of "snell" type smooth wire fencing installed;
  - d. All posts used for the gates are to be eight inches or larger and placed in concrete;
  - e. In the event that the fencing crosses a waterway or a branch, then a properly Designed water gap must be installed;

Declarants retain the right to revoke the landowner's right to keep horses on any tract in the event that the owner fails to keep the horses properly fenced.

The horses kept on each tract are for the enjoyment and recreational use of the owners of said tracts and their immediate family members. Any horse kept upon any tract must be owned by the owner of said tract. No commercial boarding of any horses shall be permitted.

14. No ATV or off-road motorcycles shall be permitted on any lot or street or adjacent land.

15. Easements: The Declarants reserve for themselves, their successors and assigns, for purposes incident to their development of the real property subject to these Restrictions, the following easements and/or rights of way:

a. A ten (10) foot strip along the rear and a ten (10) foot strip along the front line and side lines of each lot for the purpose of installing, operating and maintaining utility lines and mains, radio and television transmission cables, surface water drainage ditches or lines, and any other purposes reasonably required for the development and construction of improvements on adjoining lots; and

b. The right to trim, cut and remove any trees and brush and to locate guide wires and braces within the road rights-of-way, and rear and side line easement areas for the installation, operation, and maintenance, together with the right to install, operate and maintain, gas, water and sewer mains and other services for the convenience of the property owners.

c. The surface of the roadway shall be maintained so that it is readily passable by all forms of motor vehicles under weather conditions reasonably to be expected in the general area of the property.

16. The maintenance of the roadway leading from the terminus of Dodson Mill Road to the southeast corner of Tract Six shall be the responsibility of the landowners. So long as the Developer remains the owner of any Tract of land, then the Declarants shall participate in the upkeep and maintenance of the roadway on a pro-rata basis with the other landowners. All decisions regarding the maintenance, repair and improvements of the roadway shall be made at a meeting of the landowners upon ten (10) days notice being given to all landowners. A meeting may be called by any landowner. An annual meeting of

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the landowners shall take place in June of each year to discuss maintenance and repair of the roadway. This meeting shall be held in Surry County, North Carolina. Two-thirds of the landowners in the subdivision must be present to constitute a quorum of landowners for the purpose of conducting the meeting. All decisions made which affect the maintenance and repair of the roadway must be approved by a majority of the landowners present at any meeting before becoming effective. The owner of each tract shall have one vote per each tract owned. For purposes of this paragraph the term "Pro-rata" share shall mean that each landowner shall be responsible for a portion of the cost of the maintenance and upkeep of the private right of way based on the total linear footage that each owner owns that adjoins the private right of way. In order to determine the portion of the costs to be paid by each landowner, the total linear footage of the property owned by the landowner that adjoins the private right of way shall be used as the numerator and the total linear footage of the private right of way shall be used as the denominator. By way of example, if the owner of a lot has 500 feet of linear road frontage on the private right of way and the total linear road frontage providing access is 6,000 feet then the pro-rata share of the property owner in regards to the upkeep of the road would be 1/12 of the total cost of the upkeep of the road.

17. Utility Installation. All power, cable and phone service shall be underground unless Declarants grant a variance as to the installation.

18. Other Property. Declarants acknowledge that they are the owners of other property consisting of some forty acres, more or less, hereby acknowledge and agree that this forty acre tract is reserved for future development, and that said property will be subdivided into no more than four tracts and that each tract will be subjected to the same restrictive covenants.

19. Enforcement: These restrictions may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants. A judgment or court order will in no way affect any of the other provisions which shall remain in full force and effect.

20. Amendments: The developer may waive or amend these restrictions at any time in whole or in part and for any reason; however, any amendment must be with the consent of the owners of the subject property. Such amendments must be signed by both the developer and the owners of the subject property and be recorded in the Surry County Registry.

**These Restrictive Covenants have previously been recorded in Book 865, Page 378 and amended in Book 876, Page 52, Surry County Registry. They are being recorded again to incorporate the amendments as set forth in Book 876, Page 52 and to restrict those lots in Plat Book 20, Page 64, Surry County Registry.**

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Cleve G. Harris (SEAL)  
CLEVE G. HARRIS  
Deborah E. Harris (SEAL)  
DEBORAH E. HARRIS

NORTH CAROLINA,  
SURRY COUNTY.

I, the undersigned, a Notary Public of the County of Surry and State aforesaid, certify that Cleve G. Harris and wife, Deborah E. Harris personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 28<sup>th</sup> May, 2003.

Kimberly H. Tate  
Notary Public

My Commission Expires:  
12-22-07  
(SEAL)



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STATE OF NORTH CAROLINA, COUNTY OF SURRY

The foregoing or following certificate(s) of Kimberly H. Tate  
Notary Surry Cty NC

is (are) certified to be correct.

DENNIS W. "BUD" CAMERON  
REGISTER OF DEEDS

BY: Rhonda B. Carter  
Assistant-Deputy