

PREPARED BY: Laura K. Howell

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NORTH CAROLINA

FRANKLIN COUNTY

AMENDMENT TO DECLARATION OF
RESTRICTIVE COVENANTS FOR
BEDDINGFIELD ESTATES

This Amended Declaration, made this 23rd day of February, 2000, by and between MARKEL C. BEDDINGFIELD and wife, CONNIE D. BEDDINGFIELD, hereinafter referred to as "Declarants"; and GARY ALSTON and wife, SUSAN ALSTON, hereinafter referred to as "Owners";

W I T N E S S E T H:

THAT WHEREAS, Declarants heretofore declared, gave, granted, and conveyed for Lots in Beddingfield Estates Subdivision, certain restrictive covenants for the benefit of said subdivision, as recorded in Book 1106, Page 139, Franklin County Registry; and

WHEREAS, Owners and Declarant are all of the property owners of Lots in Beddingfield Estates Subdivision, subject to said applicable restrictive covenants; and

WHEREAS, Declarants have learned that Carolina Power & Light Company will not place street lighting in said subdivision to be billed to individual property owners, but instead will require the utility bills to be an expense of the Subdivision as a whole; and

WHEREAS, Declarants and Owners have agreed to amend the covenants to provide for payment of the utility bill under the same terms and conditions as maintenance of the private road, with additions to the covenants to allow for collection of common expenses;

NOW, THEREFORE, the parties to this Agreement hereby amend said restrictive covenants for Beddingfield Estates, as recorded in Book 1106, Page 139, Franklin County Registry, by adding as Paragraphs 17 and 18, the following:

BK 1168PG0438¹⁴

17. STREET LIGHTING. The street lights in said subdivision shall be installed by Carolina Power & Light Company and the Declarants, but the cost of continuous utility service to the lights shall be paid for by the property owners in said subdivision. For purposes of determining the pro rata share of the utility bill, each lot owner shall be given one (1) share of the total bill. The tract in said subdivision described as "Residual 6.94 Acres" shall be considered one lot for purposes of determining the pro rata share, until the same is subdivided into separate building lots. While Declarants still own any lot in said subdivision, they shall be responsible for payment of the utility bill on a monthly basis, and then at the end of the calendar year, Declarants shall bill the remaining property owners for their prorata share of both the street maintenance cost and the annual utility bill. When Declarants have sold the last lot in said subdivision, they shall turn the responsibility for collection of said bills over to the homeowners in Beddingfield Estates.

18. LIEN FOR CONTRIBUTION. Upon recording of a Notice of Lien on any lot, due to a lot owner's failure to pay his prorata share of said costs as set forth herein, there shall exist a perfected lien for unpaid contributions prior and superior to all other liens, except: (1) all taxes, bonds, contributions, and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure. Suit to recover a money judgment for unpaid common expenses as set forth herein and attorneys fees shall be maintainable without foreclosing or waiving the lien securing the same.

Except as otherwise provided herein, the Restrictive Covenants for Beddingfield Estates, as recorded in Book 1106, Page 139, Franklin County Registry, shall be and remain in full force and effect.

BK 1168PG0439¹⁵

IN WITNESS WHEREOF, the parties to this amendment have hereunto set their hands and seals, the day and year first above written.

DECLARANTS:

Markel C. Beddingfield (SEAL)
Markel C. Beddingfield

Connie D. Beddingfield (SEAL)
Connie D. Beddingfield

OWNERS:

Gary Alston (SEAL)
Gary Alston

Susan Alston (SEAL)
Susan Alston

NORTH CAROLINA

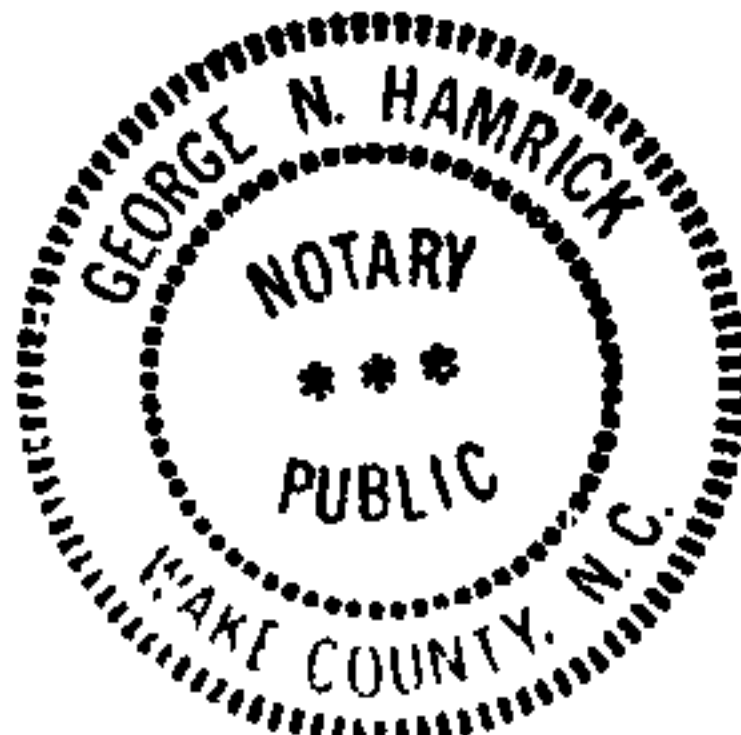
Wake
FRANKLIN COUNTY

I, George N. Hamrick, a Notary Public in and for said County and State aforesaid, do hereby certify that Markel C. Beddingfield and wife, Connie D. Beddingfield, Declarants, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 29th day of February, 1999.
2000

Notary Public

My Commission Expires:

5-21-02

BK 1168PG0440 16

NORTH CAROLINA

FRANKLIN COUNTY

I, Mary H. Horton, a Notary Public in and for said County and State aforesaid, do hereby certify that Gary Alston and wife, Susan Alston, Owners, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



WITNESS my hand and official stamp or seal, this the 23rd day of March, 1999-2000

My Commission Expires: Jan 2002

Mary H. Horton
Notary Public

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of George N. Hamrick & Mary H. Horton

Notar(y) (ies) Public,

is/are certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Franklin County, N.C., in Book 1168, Page(s) 437-440

This 1st day of March, A.D., 2000, at 10:10 o'clock A M.

KAY S. HUNT, REGISTER OF DEEDS

By: Betty Sharrington
Adj. Deputy Register of Deeds