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STATE OF NORTH CAROLINA

COUNTY OF FRANKLIN

RESTRICTIVE COVENANTS FOR BEDDINGFIELD ESTATES

These restrictive covenants made and entered into this 1st day of June, 1998, by Greta T. Lindsay, both individually and as trustee of the Markel C. Beddingfield trust, and husband, William T. Lindsay; and Markel C. Beddingfield and wife, Connie D. Beddingfield;

WITNESSETH:

That whereas Greta T. Lindsay, both individually and as trustee of the Markel C. Beddingfield trust, and husband, William T. Lindsay, are owners of Lots 6, 7, and 10 of Beddingfield Estates, Plat Book 1998, Page 148, Franklin County Registry;

And whereas Markel C. Beddingfield and wife, Connie D. Beddingfield, are owners of Lots 8 and 9 of Beddingfield Estates, Plat Book 1998, Page 148, Franklin County Registry;

And whereas the above described owners of Beddingfield Estates purpose to ensure the orderly, uniform, compatible, and aesthetically pleasing development of said subdivision;

NOW THEREFORE, the above described owners of the said Beddingfield Estates, for themselves, their successors and assigns, in consideration for the purchase prices of the lots within the said subdivision, do hereby covenant and agree with any person whomsoever or entity whatsoever that may acquire any interest therein, that all of the lots within the said Beddingfield Estates shall be held, sold and conveyed subject to the following restrictive covenants:

1. **ARCHITECTURAL CONTROL** Markel C. Beddingfield shall be the sole and ultimate arbiter of the compliance or noncompliance of any lot within the meaning and intent of these restrictive covenants with respect to any and all improvements whatsoever on each and every lot within Beddingfield Estates. Compliance with any or all of the restrictions hereinafter described does not ensure compliance with these restrictive covenants absent the prior written consent for each and every improvement on each and every lot by Markel C. Beddingfield. Approval of improvements to subject properties otherwise in compliance with these restrictive covenants shall not be unreasonably withheld. Should Markel C. Beddingfield fail to approve or disapprove any improvement to the subject properties within thirty days of their written submission to him, such improvement shall be deemed approved by default and these covenants shall be deemed complied with. Upon the completion of construction upon all of the above described lots, Markel C. Beddingfield shall no longer serve as the architectural arbiter but, instead, another architectural arbiter or committee of no more than three lot owners shall be elected by a majority of the lot owners to assume the architectural rights and obligations of Markel C. Beddingfield.

2. **LAND USE AND BUILDING TYPE** No lot shall be used for other than residential uses. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, and a detached garage and / or storage building containing a maximum of six hundred and twenty five square feet. The detached garage and / or

storage building must be compatible with the principal residence in terms of quality of construction, facade, and design.

3. DWELLING SIZE. One-story homes must have a minimum heated area of 1,750 square feet. Two-story and two and one-half-story homes must have a minimum heated area of 1,850 square feet, provided there must be a minimum heated area of 1,350 square feet on the first floor.

4. BUILDING LOCATION. No building whatsoever shall be erected within the following setbacks: a front setback of 50 feet from the road right-of-way; a side setback of 30 feet; and a rear setback of 50 feet. All houses shall face either a private or public roadway.

5. DRAINAGE AND UTILITY EASEMENTS. Within ten feet of all front, side, and rear lot lines, drainage and utility easements are reserved.

6. COMMON OWNERSHIP OF LOTS. A lot owner may purchase a maximum of two contiguous lots, however a lot owner may not consolidate the two contiguous lots as one for the purpose of constructing a dwelling unit thereon.

7. SUBDIVISION OF LOTS. Lots shall not be subdivided.

8. TEMPORARY STRUCTURES. No structure of a temporary character shall be erected or allowed to remain on any lot, said temporary structures including, but not being limited to, the following: Tents, shacks, garages, mobile homes, barns, temporary outbuildings, and / or trailers.

9. DWELLING QUALITY. Residences and detached garages and / or storage buildings shall be either "stick-built" or of modular construction, said modular buildings being built by an approved manufacturer that has a third party certification. All buildings must be of "off-frame" construction in that the meaning and intent of these restrictive covenants is to exclude that home typically known as a mobile home. All buildings must be constructed upon a permanent, piered, brick curtain walled, foundation.

10. VEHICLES. Untagged motor vehicles may neither be placed upon, nor permitted to remain upon, any of the lots within the said subdivision.

11. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for domestic or commercial purposes but for dogs, cats, or other household pets, including one horse per lot, which may be kept provided that they are not kept, bred or maintained for commercial purposes.

12. PRIVATE ROAD MAINTENANCE. Upon the map of Beddingfield Estates recorded in Plat Book 1998, Page 148, Franklin County Registry, appears a private road described as "Proposed 45 Ft. 1 private road." This private road shall be constructed by Markel C. Beddingfield and the said private road shall be paved. The said private road shall be maintained by property owners whose properties abut the said private road in proportion to their linear footage along said private road right-of-way. For purposes of determining the pro rata share for maintenance of Markel C. Beddingfield, the tract described in Beddingfield Estates as "Residual 6.94 Acres" shall be considered the property of Markel C. Beddingfield. When all properties abutting the said private road have been sold, Markel C. Beddingfield shall no longer have any responsibility for the maintenance of the said private road.

13. TERM. These covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period thirty years from the date of these restrictive covenants, after which thirty-year-period the said restrictive covenants shall automatically be extended for successive ten-year-increments unless a majority of the then landowners sign a document altering or dissolving the said restrictive covenants, which written document must be executed and recorded no less than six

months preceding the end of the initial thirty-year-period or a ten-year-period extension thereof.

14. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons attempting to violate any of the restrictions contained herein, either to restrain violation or to recover damages.

15. **ASSIGNMENT BY MARKEL C. BEDDINGFIELD.** Markel C. Beddingfield shall have the right to assign his rights under these restrictive covenants, in whole or in part, including the right to transfer his power of architectural control to another or to an architectural committee composed of no more than three owners of lots in the said subdivision.

16. **SEVERABILITY.** Invalidity of any one of these restrictive covenants by judgment or court order shall in no way affect any of the other provisions contained herein, which other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, we the undersigned owners of the property subject to these restrictive covenants have hereunto set our hands and seals upon the day and year first above written.

Greta T. Lindsay (SEAL)
GRETA T. LINDSAY, both individually and as
Trustee of the Markel C. Beddingfield Trust

William T. Lindsay (SEAL)
WILLIAM T. LINDSAY

Markel C. Beddingfield (SEAL)
MARKEL C. BEDDINGFIELD

Connie D. Beddingfield (SEAL)
CONNIE D. BEDDINGFIELD

STATE OF ~~GEORGIA~~ ^{TENNESSEE}
COUNTY OF HAMILTON

I, a Notary Public of the County and state aforesaid, certify that GRETA T. LINDSAY, individually and as Trustee of the Markel C. Beddingfield Trust, and husband, WILLIAM T. LINDSAY personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal this 1 day of May, 1998.

My Commission Expires: 11-7-2000
NOTARY STAMP / SEAL

L. Bernard Davis NOTARY PUBLIC

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and state aforesaid, certify that MARKEL C. BEDDINGFIELD and wife CONNIE D. BEDDINGFIELD, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal this 1st day of May, 1998.

My Commission Expires: 5-24-02
NOTARY STAMP / SEAL

George N. Hamrick NOTARY PUBLIC

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of L. Bernard Davis and George N. Hamrick

Notary(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 1106, Page(s) 139-141

This 4th day of June, A.D., 1998, at 10:15 o'clock A.M.

KAY S. HUNT, REGISTER OF DEEDS

By: John D. Hunt Asst. Deputy Register of Deeds