

North Carolina
Franklin County

AMENDED PROTECTIVE COVENANTS

OF

BEECHWOOD HILLS HOMEOWNERS' ASSOCIATION, INC

A NORTH CAROLINA CORPORATION

A copy of these Protective Covenants shall be given to all prospective property buyers by the owner and/or selling agent

This declaration of Protective Covenants made this the 5th day of February, 2000 by Darrell Basinger and wife, Kristin Basinger, Amy Benevento; Bill Bergen and wife, Debbie Bergen, Don Bliss and wife, Judith Bliss, Hubert Byrd, Pat Clifton and wife, Rene Clifton, Tom Coleman and wife, Millie Coleman, Phillip Cook and wife, Laura Cook; Patrick Donleycott and wife, Brenda Donleycott; Charles Draughn and wife, Elyse Draughn; Nancy G Elliott, George Fortunes and wife, Gail Fortunes, Pierre Giani and wife, Claudette Giani, Charles Gormaly and wife, Gael Gormaly; Garland Hudgins and wife, Faith Hudgins; Rudolph Istok and wife, Evelyn Istok, Martha King, Jim Leach and wife, Mackie Leach, Kevin Martin and wife, Leslie Martin, Phil Miller and wife, Denise Miller, Gary Oyster and wife, Sharon Oyster; Richard Pontello and Jenifer McCarty, Sam Schmidt and wife, Susanne Schmidt, Dan Schmidt and wife, Marie Schmidt, Mahan Siler and wife, Janice Siler, John Taylor and wife, Gretchen Taylor, David Vandebout and wife, Elizabeth Vandebout, Derek Verbaarschott and wife, Melanie Verbaarschott, Rosemary Weiger, Gerald Whitt, Karl Whitt and wife, Donna Whitt; Steve Zetts, and Beechwood Hills Homeowners' Association, Inc, hereinafter referred to as owners

WITNESSETH

WHEREAS, the owners are the owners of real property described below and are desirous of subjecting said real property with Protective Covenants hereinafter set forth, and,

WHEREAS, these Protective Covenants are designed to supplement and amend in part and replace in part those original Protective Covenants more particularly described in Deed Book 1010, Page 190-196, Franklin County Register of Deeds, and

WHEREAS, all of the hereinabove referenced owners have all transferred or acquired property subject to those Protective Covenants herein before recorded in Book 1010, Page 190-196, and

NOW, THEREFORE, the owners hereby declare that the following described real property located in Franklinton Township, Franklin County, North Carolina, is and shall be held, transferred, sold and conveyed, subject to the protective covenants hereinafter set forth as follows.

Being all of that property shown in a survey plat by M Keith Wrenn, RLS, and recorded in Franklin County records as plat record file (PRF) #3, slide 30B on the 17th day of September, 1986, showing tracts 1 through 7 plus acreage held in common, a survey plat by W Graham Cawthorne, Jr., RLS, for Hubert Byrd & Gary Oyster recorded in book 1996-89 on March 5, 1996, as lots 9A, 9B and 9C; land surveyed by Aiken & Yelle Associates, PA, on April 22, 1996 for Martha H. King and recorded in Deed Book 1050, page 0495 as Exhibit "B" as Tract II and Tract III (Tract III being lot 63, Section 3, both formerly of Tara of Franklinton); plus lands as shown in a survey for Kevin Martin by Cawthorne, Moss & Panciera, P C on March 30, 1999 ref. Map Book (MB) 1999-169 on April 30, 1999; lands shown in a recombination survey for Kevin Martin & Gary Oyster by Cawthorne, Moss & Panciera on July 16, 1999, and recorded in map Book 1999-351, and tract 2 as shown on a survey for Kevin Martin & Gary Oyster by Cawthorne, Moss and Panciera last revised March 31, 1999, and recorded in Map Book 1999-169.

1. LOT 8-A In the event that Lot 8-A is purchased by the owner of Lot 8-B, then said lot shall remain a part of Beechwood Hills Subdivision and shall be subject to all regular acreage and special assessments as fully explained in Paragraph 16 of these covenants. Nonetheless, ownership of Lot 8-A shall not confer a vote upon the owner relative to Homeowners Association Matters. Further, Lot 8-A will be recombined with Lot 8-B and may not therefore be transferred independently as a lot of record except to the adjacent property owner pursuant to the restrictions below.

In the event that Lot 8-A is sold or transferred to the adjacent property owner outside of Beechwood Hills Subdivision, then Lot 8-A shall no longer be a part of the Subdivision and shall be transferred subject to the restrictions that no structures shall be built or moved thereon nor shall junk vehicles or debris be maintained there

2. MINIMUM LOT SIZE AND SUBSEQUENT DIVISION OF LOTS No residential lots fronting the lake shall be less than five (5) acres. No residential lots off lake shall be less than two and one half (2 1/2) acres. It is agreed that no additional divisions of the lots be allowed
3. LAKE ACCESS All lots in the original subdivision shall have direct access to the lake via the common area at the south end of the lake.
4. RESIDENTIAL PURPOSE; ONE HOUSE PER LOT No building lots shall be used except for residential purposes. No structure shall be erected or allowed to remain on any building lot except for one detached single family residential structure not exceeding two and one-half stories in height, a detached garage, and other buildings

used in conjunction with the residence. Any garage or other building used in conjunction with the residence shall be architecturally consistent with the main residence. All buildings must comply with Paragraph 17 below.

5. SQUARE FOOTAGE REQUIREMENTS No residential structure shall have a ground floor area of the main structure, exclusive of open porches, garages and basements, of less than 1,800 square feet for a one-story dwelling, 1,200 square feet on the first floor for a one and one-half story dwelling or 1,000 square feet on the first floor for a dwelling of two stories or more.
6. AESTHETICS Colors of structures must blend with the natural setting and roofs must be non-reflective.
7. SETBACK REQUIREMENTS AND LAKEFRONT STRUCTURE No building shall be located nearer than 75 feet from any lot line or road right of way, no dwelling shall be erected nearer than 75 feet from the waterline of the lake. There shall be no enclosed buildings within 25 feet of the waterline, nor shall there be any floating boathouses. Plans for construction of any auxiliary buildings, piers or docks shall be submitted to the Association Board of Directors pursuant to Paragraph 17 of these covenants.
8. ANIMALS No animals shall be kept, bred or maintained for commercial purposes. All animals must be maintained and confined in compliance with Franklin County Animal Control Ordinances. Owners shall be responsible for their pets not being a nuisance.
9. MOBILE HOMES No mobile home shall be allowed on any lot for any purpose. Construction of any manufactured or modular home shall require approval of a majority of the Association.
10. TEMPORARY STRUCTURES No structure of temporary character, trailer, tent, shack, garage, barn, or other out building shall be used on any building lot at any time as a residence either temporarily or permanently.
11. PARKING AND STORAGE OF VEHICLES No commercial trucks, trailers, campers, boats, or recreational vehicles shall be parked on the street or parked or stored on any lot closer to the street than one hundred feet from the property line.
12. RUBBISH AND JUNK No lot shall be used as a dumping ground for rubbish or brush. No junk cars or machinery shall be allowed to be stored on any lot.
13. PROPERTY LANDSCAPING Property landscaping shall be in a manner to preserve the safety, attractiveness and natural wooded setting of the development and to prevent soil erosion or diversion of water onto the property of others. Limits of clearing shall be in accordance with Article X, Section 4 (A) (1) of the Association Bylaws.

14. BOATS AND IRRIGATION PUMPS No gas or diesel engines shall be allowed on the lake. No internal combustion engines shall be used to remove irrigation water from the lake, however, those in use prior to January 1, 1995 shall be allowed continued use until they mechanically stop working.
15. OUTSIDE ROADS No driveway, path, road or street shall be constructed which connects land outside of Beechwood Hills Subdivision with a street shown on the Plat of Beechwood Hills subdivision recited above, unless prior written approval is granted by the Beechwood Hills Homeowners' Association, Inc.
16. BEECHWOOD HILLS HOMEOWNERS' ASSOCIATION, INC.
- (A) Creation That prior to the execution of these Protective Covenants and more particularly referenced in Articles of Incorporation referenced in Book 861, Page 134, Franklin County Registry, and further filed as Document 379979 in the Office of the Secretary of State, North Carolina, there has been created an entity called Beechwood Hills Homeowners' Association, Inc.
- (B) Purpose The Association was formed to provide for the maintenance, preservation and architectural control of the area encompassing Beechwood Hills Subdivision, and further, to promote the health, safety and welfare of the property owners and residents of the subdivision. Additionally, this Association holds title to real property within the subdivision and may, in addition thereto, conduct any lawful activity associated therewith not inconsistent with the purposes of the Association.
- (C) Membership Membership in the Association is appurtenant to lot ownership. Every owner of a lot 2.5 acres or greater shall be a member of the Association and as such, members shall be entitled to one vote for each lot of record.
17. ASSESSMENTS The Beechwood Hills Homeowners' Association, Inc. has established a system of assessments to cover the maintenance and operation of the subdivision. Reference and information relative to the assessment policy is contained in Article IV of the Bylaws of the Beechwood Hills Homeowners' Association, Inc.
18. ARCHITECTURAL CONTROL AND REVIEW By authority of these Protective Covenants and further by authority of Article V and Article X of the Bylaws of the Beechwood Hills Homeowners' Association, Inc., no building or other structure shall be erected on any lot unless all construction plans have been submitted, reviewed, and approved in compliance with Article X of the Bylaws. Review of these plans shall be by the Board of Directors of the Association and shall further be done in accordance with the provisions of Article X of the Bylaws relating to Architectural Control.
19. TERM OF COVENANTS These Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ninety-nine years from the date that these Covenants are recorded. Thereafter, these Covenants shall be automatically extended for ten years unless an instrument signed by the majority of the lot owners has been recorded agreeing to change said Covenants in whole or in part.

20 ENFORCEMENTS Enforcements shall be proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant, either to restrain violation or to cover damages or to enforce any continuing obligation regarding architectural review or the collection of any charges or assessments created hereunder

21. SUBSEQUENT INVALIDATION Invalidation of any of these Covenants by Judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect

IN TESTIMONY WHEREOF, the owners have hereunto set their hands and seals on the day and year first above written ____

X
Amy Benevento

X
Bill Bergen

X
Debbie Bergen

X
Hubert Byrd

X
Pat Clifton

X
Rene Clifton

X
Phillip Cook

X
Laura Cook

X
Charles Draughn

X
Elyse Draughn

Nancy G. Elliott
Nancy G Elliott

X
Darrell Basinger

X
Kristin Basinger

X
Don Bliss

X
Judith Bliss

X
Tom Coleman

X
Millie Coleman

X
Pat Donleycott

X
Brenda Donleycott

X
George Fortunes

X
Gail Fortunes

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Phillip Cook

X
Laura Cook

X
Charles Draughn

X
Elyse Draughn

X
Nancy G. Elliott

Darrell L Basinger
Darrell Basinger

Kristin Basinger
Kristin Basinger

X
Don Bliss

X
Judith Bliss

X
Tom Coleman

X
Millie Coleman

X
Pat Donleycott

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Debbie Bergen

Hubert J. Byrd
Hubert Byrd

Patrick F. Clifton
Pat Clifton

Gene Clifton
Rene Clifton

Phillip Cook
Phillip Cook

Laura J. Cook
Laura Cook

X
Charles Draughn

X
Elyse Draughn

X
Nancy G Elliott

X
Darrell Basinger

X
Kristin Basinger

Don Bliss
Don Bliss

Judith A. Bliss
Judith Bliss

Tom Coleman
Tom Coleman

Millie Coleman
Millie Coleman

Pat Donleycott
Pat Donleycott

Brenda Donleycott
Brenda Donleycott

X
George Fortunes

X
Gail Fortunes

X
 Pierre Giani
 X
 Claudette Giani
 X
 Charles Gormaly
 X
 Gael Gormaly
 X
 Martha King
 X
 Kevin Martin
 X
 Leslie Martin
 X
 Gary Oyster
 X
 Sharon Oyster
 X
 Sam Schmidt
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 Susanne Schmidt
 X
 John Taylor
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 Gretchen Taylor
 X
 Derek Verbaarschott
 X
 Melanie Verbaarschott

X
 Garland Hudgins
 X
 Faith Hudgins
 X
 Rudolph Istok
 X
 Evelyn Istok
 X
 Jim Leach
 X
 Mackie Leach
 Phil Miller
 Phil Miller
 Denise Miller
 X
 Dan Schmidt
 X
 Marie Schmidt
 X
 Mahan Siler
 X
 Janice Siler
 X
 David Vandebout
 X
 Elizabeth Vandebout
 X
 Rosemary Weiger

Pierre Giani
Pierre Giani

Claudette Giani
Claudette Giani

Charles Gormaly
Charles Gormaly

Gael Gormaly
Gael Gormaly

Martha King
Martha King

Kevin Martin
Kevin Martin

Leslie Martin
Leslie Martin

Gary Oyster
Gary Oyster

Sharon Oyster
Sharon Oyster

Sam Schmidt
Sam Schmidt

Susanne Schmidt
Susanne Schmidt

John Taylor
John Taylor

Gretchen Taylor
Gretchen Taylor

Derek Verbaarschott
Derek Verbaarschott

Melanie Verbaarschott
Melanie Verbaarschott

Garland Hudgins
Garland Hudgins

Faith Hudgins
Faith Hudgins

Rudolph Istok
Rudolph Istok

Evelyn Istok
Evelyn Istok

Jim Leach
Jim Leach

Mackie Leach
Mackie Leach

Phil Miller
Phil Miller

Denise Miller
Denise Miller

Dan Schmidt
Dan Schmidt

Marie Schmidt
Marie Schmidt

Mahan Siler
Mahan Siler

Janice Siler
Janice Siler

David Vandebout
David Vandebout

Elizabeth Vandebout
Elizabeth Vandebout

Rosemary Weiger
Rosemary Weiger

_____ X
 Pierre Giani
 _____ X
 Claudette Giani
 _____ X
 Charles Gormaly
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 Gael Gormaly
 _____ X
 Martha King
 _____ X
 Kevin Martin
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 Leslie Martin
 _____ *Gary Oyster*
 Gary Oyster
 _____ *Sharon Oyster*
 Sharon Oyster
 _____ *Sam H. Schmidt*
 Sam Schmidt
 _____ X
 Susanne Schmidt
 _____ X
 John Taylor
 _____ X
 Gretchen Taylor
 _____ X
 Derek Verbaarschott
 _____ X
 Melanie Verbaarschott

_____ X
 Garland Hudgins
 _____ X
 Faith Hudgins
 _____ X
 Rudolph Istok
 _____ X
 Evelyn Istok
 _____ *Jim M. Leach*
 Jim Leach
 _____ *Clarice L. Leach*
 Mackie Leach
 _____ X
 Phil Miller
 _____ X
 Denise Miller
 _____ X
 Dan Schmidt
 _____ X
 Marie Schmidt
 _____ X
 Mahan Siler
 _____ X
 Janice Siler
 _____ *David Vandenberg*
 David Vandenberg
 _____ *Elizabeth Vandenberg*
 Elizabeth Vandenberg
 _____ X
 Rosemary Weiger

Pierre Giani

Claudette Giani

Charles Gormaly

Gael Gormaly

Martha King

Kevin Martin

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Mackie Leach

Phil Miller

Denise Miller

Dan Schmidt

Marie Schmidt

Mahan Siler

Janice Siler

David Vandebout

Elizabeth Vandebout

Rosemary Weiger

X
Karl Whitt

Gerald Whitt
Gerald Whitt

X
Donna Whitt

Steve Zetts
Steve Zetts

BEECHWOOD HILLS HOMEOWNERS ASSOCIATION

By James E. Siler
Board of Directors, President

ATTEST.

Doranne C. Schmidt
Board of Directors, Secretary
(Corporate Seal)
SEAL
STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, Notary Public, do hereby certify that
_____ personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the _____ day of _____,

Notary Public

My Commission expires. _____
(SEAL)

X
Karl Whitt

X
Gerald Whitt

X
Donna Whitt

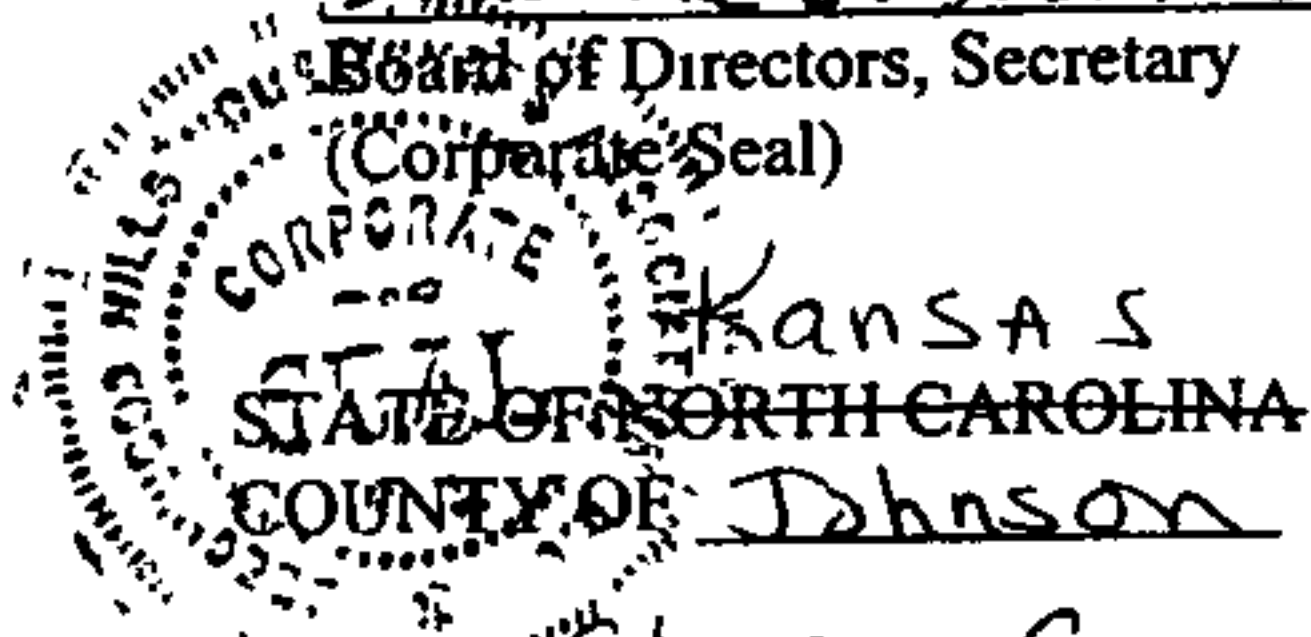
X
Steve Zetts

BEECHWOOD HILLS HOMEOWNERS ASSOCIATION

By Janice E. Siler
Board of Directors, President

ATTEST

Susanne G. Schmidt
Board of Directors, Secretary

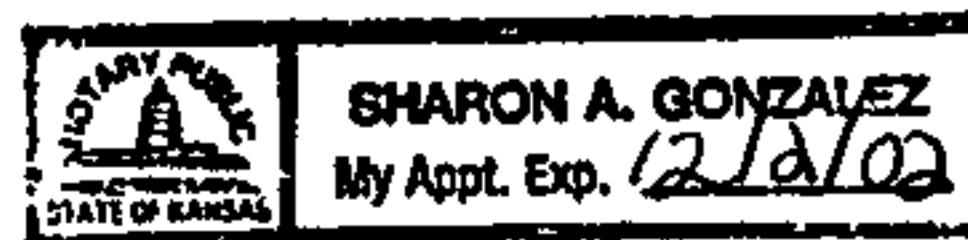


I, Sharon Gonzalez Notary Public, do hereby certify that Daniel + Marie Schmidt personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 19th day of May, 2000

Sharon A. Gonzalez
Notary Public

My Commission expires: 12/2/02
(SEAL)



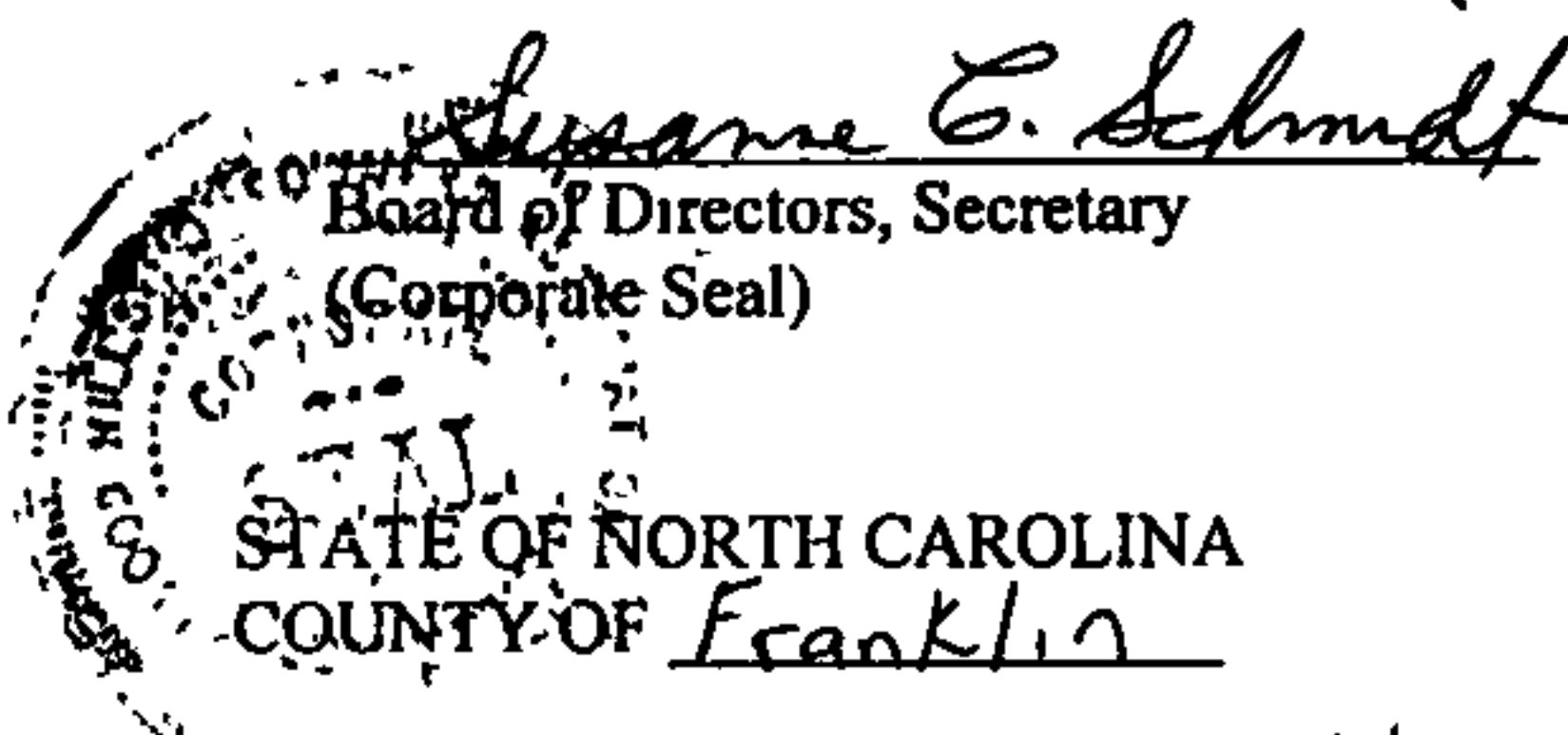
Karl WhittGerald WhittDonna WhittSteve Zetts

BEECHWOOD HILLS HOMEOWNERS ASSOCIATION

By Janice E. Siler

Board of Directors, President

ATTEST.

Susanne C. Schmidt
Board of Directors, Secretary
(Corporate Seal)

I, Sandra D. Preddy, Notary Public, do hereby certify that
Janice E. Siler personally appeared before me this day and
 acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 4th day of July,
2000.

Sandra D. Preddy
 Notary Public

My Commission expires. 10-7-2000

NORTH CAROLINA
FRANKLIN COUNTY

I, **Marianne B. Mitchell-Fuller**, a Notary Public of Franklin County, North Carolina, certify that **JANICE E. SILER**, ^{SUBSCRIBING WITNESS} personally appeared before me this day, and being duly sworn, stated that in her presence, the following parties signed the foregoing instrument:

~~Amy Benevento~~
~~Bill Basinger~~
~~Debbie Basinger~~
Hubert Byrd
Pat Clifton
Renee Clifton
Phillip Cook
Laura Cook
~~Charles Doughton~~
~~Elaine Doughton~~
Nancy G. Elliott
Pierre Giani
Claudette Giani
Charles Gormaly
Gael Gormaly
Martha King
Kevin Martin
Leslie Martin
Gary Oyster
Sharon Oyster
Sam Schmidt
Susanne Schmidt
John Taylor
Gretchen Taylor
~~Breck Verbeemachott~~
~~Nelanie Verbeemachott~~
Karl Whitt
Donna Whitt

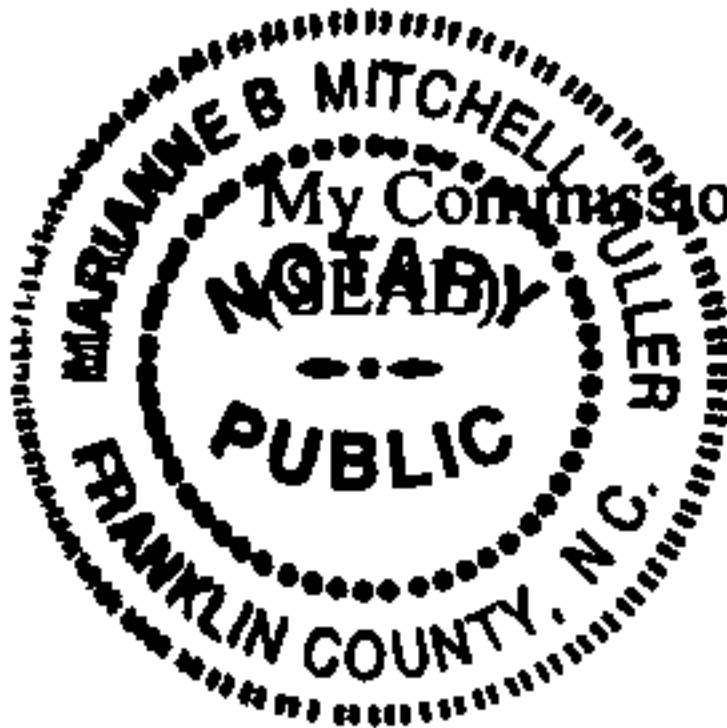
Darrell Basinger
Kristin Basinger
Don Bliss
Judith Bliss
Tom Coleman
Millie Coleman
Pat Donleycott
Brenda Donleycott
~~Garland Hudgins~~
~~Gail Fortman~~
Garland Hudgins
Faith Hudgins
~~Rudolph Leach~~
~~Philip Leach~~
Jim Leach
Mackie Leach
Phil Miller
Denise Miller
~~Don Schmidt~~
~~Marian Schmidt~~
Mahan Siler
~~Janice Siler~~
David Vandebout
Elizabeth Vandebout
Rosemary Weiger
Gerald Whitt
Steve Zetts

NORTH CAROLINA
FRANKLIN COUNTY

I, **MARIANNE B. MITCHELL-FULLER**, Notary Public of Franklin County, North Carolina, certify that **JANICE E. SILER**, ^{SUBSCRIBING WITNESS} personally appeared before me this day and being duly sworn, stated that in her presence all of the above-named persons signed the foregoing instrument.

WITNESS MY HAND AND NOTARIAL SEAL, this the 28th day of July, 2000.

Marianne B. Mitchell-Fuller
Notary Public



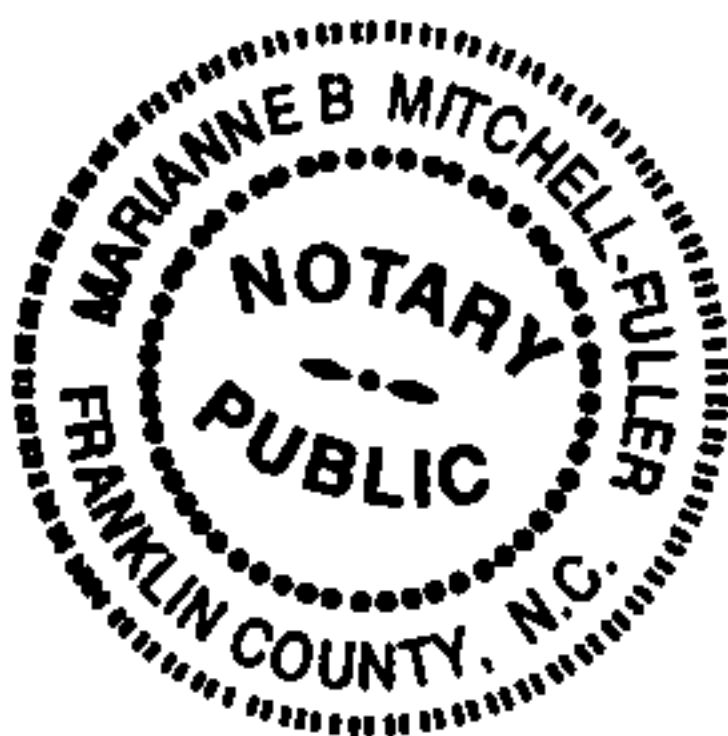
NORTH CAROLINA
FRANKLIN COUNTY

I, Marianne B. Mitchell-Fuller, Notary Public, certify that JANICE E. SILER personally came before me this day and acknowledged that she is President of BEECHWOOD HILLS HOMEOWNERS ASSOCIATION, a corporation, and that she, as President, being authorized to do so, executed the foregoing on behalf of the corporation

WITNESS MY HAND AND NOTARIAL SEAL, this the 28th day of July, 2000

Marianne B Mitchell-Fuller
Notary Public

My Commission expires.
July 15, 2003
(SEAL)



STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Sharon A. Gonzalez, Sandra D. Predcy and Marianne B. Mitchell-Fuller 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 1191, Page(s) 18-33

This 20th day of October, A.D., 2000, at 11:15 o'clock AM

KAY S HUNT, REGISTER OF DEEDS

By

Carolyn Coray
Asst. Deputy Register of Deeds

Kay S. Hunt