

Restrictions For

Bethel Meadow

Phase I

1. Any lot sold shall be used exclusively for residential purposes. No structures shall be erected, placed, or permitted to remain on any lot other than single family dwellings. The owners may construct a carport or garage and or a utility building to be appurtenant to a single family dwelling, so long as any structure constructed is of similar materials with, and is architecturally similar to the single family dwelling which it supports.
2. No lot may be subdivided by the owners thereof, and no more than one single family residence may be constructed on the same.
3. No dwelling shall be permitted on any lot unless said dwelling, exclusive of any porches, garages, carports, or the like shall contain 1,350 square feet or more of heated floor space.
4. No dwelling shall be located on any lot nearer to its side or back property lines than 10 feet.
5. No structure of any temporary character, basement, tent, shack, garage apartment, barn, trailer, single wide mobile home or any other out building shall be used on any lot at any time as a residence, either temporary or permanently. No existing building of any type may be moved onto the property without the approval of Jeffrey T. Gore or Rachel W. Gore, or their successors or assigns (or of the homeowners association which is hereinafter referenced, and which shall succeed the Gores' in giving or denying approval under these restrictions).

6. The foundation of any dwelling located on any lot shall be of solid masonry or block construction, with an exterior of brick. No dwelling house shall be erected, altered, placed or permitted to remain on any lot within said area if the exterior walls are of asbestos siding, concrete or cinder block (unless neatly stuccoed) artificial brick or roll siding. It is the intent and purpose of these restrictions that the outside walls of all buildings located within said area shall be finished with such materials as brick, masonite siding, wooden shingles, vinyl, permastone or equivalent, redwood, horizontal aluminum, concrete or blocks (only if neatly stuccoed) wooden siding 4 to 6 inches wide or field stone as to maintain an attractive appearance throughout the entire area, and produce a well kept and attractive appearance. Plans for any stick built home or modular home on any lot must be submitted and approved by the developers, or by the homeowners association after its formation. The parties covenant that nothing will be done or permitted on any lot contrary to the purpose and intentions herein. In Phase I, there will only be stick built homes or modular homes allowed.

7. Any dwelling placed on any lot shall be connected to a septic tank meeting the requirements of the North Carolina State Board of Health. No outside toilets, other than those self-contained, temporary toilets used by contractors specifically engaged in the construction of a dwelling on any lot shall be permitted.

8. No cattle, swine, goats, mules, or any livestock shall be kept on any lot, except that dogs, cats and other small pets may be kept thereon for the personal use and pleasure of the owner. Provided, however, no animal so permitted shall be kept under such circumstances that it constitutes a nuisance, menace, or

annoyance to the neighborhood. ABSOLUTELY NO above ground fencing may be used to keep animals restricted.

9. No noxious or offensive activity may be carried on any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood or which shall detract from the exclusively residential character of the development.

10. Construction of driveways and culverts on all lots shall be done in a matter so as not to impede the flow of water through road ditches. Any driveways constructed on any lot shall be paved with the standard paving materials, asphalt, concrete or the like, or may have marl, gravel, or crush and run, in the street right of way. No chain link fences of purely decorative nature shall be constructed on any lot any closer to the road than the front of any dwelling constructed on said lots, unless approval shall be given by the developer (or the homeowners association at such time as it comes into existence) for a various herefrom. Any driveway constructed on any lot shall be constructed in non-hazardous locations on the lot, that is they shall be located in such a manner as not to impede the traffic flow on the adjoining streets. The location of said driveway shall be subject to the approval of the developer (or any homeowners association duly constituted to make said approval).

11. No satellite dish will be permitted on any lot which is visible from the street adjoining the lot, and screens for any satellite dish must be of natural material.

12. No overhead utilities of any kind shall be placed on any lot or permitted by the owners thereof.

13. The owners of all lots shall be required to keep their lots free of unsightly debris, abandoned cars (cars that are not licensed or insured) refrigerators, stoves or anything that would detract from the overall appearance of the properties. Lawns should be kept neat and no stale garbage, or any other conditions conducive to the breeding of flies, insects, or rodents or otherwise prejudicial to health or well being of the lot owners shall be permitted to continue on any lot.

14. There are 15 lots which will be affected by these restrictions. At such time 10 of these lots have been sold the owners of the lots shall form a homeowners association, with the costs of said formation to be borne by them on a pro rata basis. Thereafter all responsibility for approval of the design and locations of houses, or for approval of any other items within these restrictions which call for the approval of the developer shall be the homeowners associations sole responsibility. Further, the association shall be responsible for the maintenance of the entrance way into these properties, and for the maintenance and repairs to the private streets and drainage ways therein. All lots within Bethel Meadow, including those retained by the developers, shall be subject to the assessment by the homeowners association, after its formation, for the costs of maintenance, said assessment to be made on a pro rata basis. No assessment which is unreasonable shall be made, nor shall assessments be made for any purpose. If the following assessment, the landowner refuses to pay the same, the homeowners association shall have such remedies against that lot, for its assessed share of the costs, as are provided under the provisions of North

Carolina General Statues Chapter 44A, as a first tier contractor providing services to the property owner. All time limitations provided by Chapter 44A shall be strictly observed.

15. The covenants and restrictions herein met forth shall run with the land and be binding on all parties and persons claiming under them. If any persons, their heirs or assigns shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful for any persons or persons owning any real property situate within that area affected by these restrictions to prosecute any proceeding at law or equity against any person violating or attempting to violate these covenants and enjoining said violations.

16. An assessment fee of \$150.00 will be due on the first day of January of each year until said time a Homeowner Association is formed. **EXCEPTION:** Lots connected to state road 1006 will not be included in this assessment fee. There are a total of four (4) lots that are not included in this assessment fee.

17. Any violation of any of these covenants and restrictions shall in no manner affect the remainder, all of which shall remain in full force and effect.

18. In the event litigation is required regarding any violation of these restrictive covenants or to force compliance with these covenants, the prevailing parties shall be entitled to reimbursement for reasonable attorney fees incurred.

19. The aforesaid Jeffrey T. Gore and mother Rachel W. Gore covenant that all lots within the area known as Bethel Meadow shall be subject to these restrictions.