

**AMENDED AND RESTATED  
RESTRICTION AGREEMENT  
IN BEDFORD ESTATES**

**The purpose and intention of this Restated Restriction Agreement is to establish a single set of Restrictions, Conditions and Restrictive Covenants to apply uniformly to and be binding upon all lots within the Subdivision, to be administered and enforceable by the Association.**

The current owners of lots in the BEDFORD ESTATES Subdivision (the "Subdivision") do hereby impress all of the property included in said Subdivision with the following Restrictions, Conditions and Restrictive Covenants, which shall run with the land and be binding upon the purchasers of the lots in said Subdivision, their heirs, executors, administrators and assigns.

1. All lots in the Subdivision shall be single family residential lots and shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any such lot other than a single family dwelling, with at least a two car garage. All residences shall contain not less than 2500 square feet of living area. All residences shall have a minimum exterior wall area for the ground floor of 65% brick, stone or stucco plaster. The garage doors of any house or residence covered by these restrictions must open on the side or at the rear of the house. These conditions may be modified by obtaining approval from an authorized officer or employee of the Association, its successors or assigns.

2. All structures shall have wooden, shake, tile or other acceptable materials other than composition for roofing.

3. Building lines as shown on the recorded plat shall be observed. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any structure as such of a temporary character be permitted thereon. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the main building setback line, unless approved by the Association, and in connection with fences, walls and other structures and any and all other provisions of this dedication, field offices of a temporary nature are expressly permitted subject to the approval of the Association, for use in furtherance of any and during development and sale of the land covered by this dedication. No residence or accessory structure shall be erected or maintained nearer than five feet from the side line of any lot.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No spirituous, vinous or malt liquors, beers or other intoxicants shall be sold upon any such lots, and no portion of any building shall be used as a night club or for gambling purposes.

5. No purchaser shall resubdivide any such residential lot. However, in the event more than one lot is needed for a building site, the purchaser may, with written approval of the Association, re-subdivide.

6. 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, provided that they are not kept, bred or maintained for any commercial purposes.

7. The Association reserves perpetual easement in, on and under the lots of the width and extent as shown on the recorded plat for the purpose of laying, placing and maintaining utilities, and such other purposes as are shown on the plat, and the Association reserves a perpetual easement in, on and under the streets as shown on the recorded plat, for the purpose of laying, placing and maintaining utilities with the right to go upon such lots and streets, and to place, erect, repair, and maintain and remove utility installations without interference. No building shall be erected over the part of the lot where such easement is shown to be reserved.

8. No television, radio or other similar antennas, masts or receiving or sending apparatus shall be erected on any lot exceeding a height of 15 feet from the roof of any structure on any lot, whether or not said antennas, masts or other sending or receiving apparatus has its base on the ground or on the structure itself. No use shall be made of any lot or structure thereon for any type of radio or television or similar broadcasting system.

9. Vehicles: Trucks with tonnage in excess of 3/4 ton, shall not be permitted to park on the streets, driveways, or lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the subdivision at any time.

10. All plans for the erection of any residence on any lot must be approved by an officer or authorized employee of the Association, its successors or assigns. No building, fence, wall or other structure shall be commenced, erected or maintained until plans and specifications, plot plan and grading plan therefore shall have been submitted to and approved by the Association. In passing upon such plans, the Association shall take into consideration suitability of the proposed building or other structures to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook for adjacent or neighboring property.

11. Fences shall be of any material approved by the Association, except that chain link fences or wire fences may not be used.

12. No trailer, camper or boat shall be parked, stored or maintained on any lot in such a way as to be visible from the fronting street; also, all garbage cans and racks shall not be stored or maintained on any lot in such a way as to be visible from the fronting street.

13. No sign shall be erected or maintained on any lot except "For Sale" or "For Rent" sign, not exceeding five square feet in size or a sign owned by the Association.

14. Notwithstanding any other provision hereof, the Association reserves the right (upon application and request of the owner of any lot) to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant owner by the Association) the application or any of these covenants and restrictions to such lot if, in the sole discretion of the Association, such action be necessary to relieve hardship or permit good architectural planning to be effected. The Association also reserves the right:

- 1) To redivide and replat any of the property shown on the Plat at any time in question owned by the Association; and
- 2) To change the location of streets and easements prior to the time the same be actually opened for public use or availed of by the public or by public utilities.

15. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Any future property owner in this Subdivision acting as a dedicator for lots, does not assume responsibility for taking enforcement action except at such party's option.

16. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded. Following the initial thirty year period, said covenants shall be automatically extended for successive periods of 10 years each, but can be modified in whole or in part at any time by the recording of an instrument signed by a majority of the then owners of the lots, agreeing to change or terminate said covenants.

18. All rights, powers, reservations, easements and privileges reserved by North Development Co., Inc., as Dedicator in the original Plats and Restriction Agreements have been granted and confirmed and are further hereby granted and confirmed to the Association, and may be exercised by the Association acting through its Board of Directors or the Association's duly authorized officers, agents, or employees.