

FOR REGISTRATION
J. David Granberry
REGISTER OF DEEDS
Mecklenburg County, NC
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Prepared by and return to: Sellers, Ayers, Dortch & Lyons, PA (Box 91)

Please Index Under:

Hembstead Homeowners Association

Hembstead Subdivision

Individual Executing Owners

**CONSOLIDATED, AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HEMBSTEAD**

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**CONSOLIDATED, AMENDED
AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR HEMBSTEAD**

THIS CONSOLIDATED, AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HEMBSTEAD is made by the undersigned owners of lots in the Hembstead Subdivision pursuant to Article IV, Section 4 in the Original Hembstead Declarations (defined below) which are recorded in Book 5711 at Page 734 and in Book 6105 at Page 177 in the Mecklenburg Public Registry.

Statement of Purpose

The Declarant began the development of Hembstead in 1980. By and through the recordation of Declaration of Covenants, Conditions and Restrictions as well as supplements and amendments thereto, the Declarant subjected Hembstead and all of the Lots contained therein to various Covenants, Conditions and Restrictions. In 1988, a Declaration of Covenants, Conditions, Restrictions and Easements was recorded in Book 5711 at Page 734 subjecting Phase IV to the Covenants, Conditions, Restrictions and Easements contained therein ("Phase IV Declaration"). In 1989, the previous covenants, conditions and restrictions recorded and governing Phases I, II and III of Hembstead were amended and restated by an instrument recorded in Book 6105 at Page 177 ("Phase I, II and III Declaration"). The Declarant no longer owns any property within Hembstead. The Phase IV Declaration and Phase I, II and III Declaration both allow and provide for modification and amendment by a written document executed by the Owners of a majority of the Lots subject thereto. The purpose of this instrument is to memorialize the consolidation of the Phase IV Declaration and the Phase I, II and III Declaration and to amend and restate the Covenants, Conditions and Restrictions applicable to Hembstead as provided herein. The Phase IV Declaration and the Phase I, II and III Declaration are collectively referred to herein as the "Original Hembstead Declarations."

NOW THEREFORE, the undersigned Owners do hereby consolidate, amend and restate the Original Hembstead Declarations and declare that the real property known as Hembstead, is and shall be, owned, held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges, and liens which shall run with the real property and be binding upon and inure to the benefit of all owners thereof, their heirs, personal representatives, successors, and assigns.

This Declaration shall supersede the Original Hembstead Declarations from and after the time it is recorded in the Mecklenburg County Public Registry and its terms shall be applicable to Hembstead and the Association in lieu of the covenants, terms and conditions contained in the Original Hembstead Declarations.

ARTICLE I

DEFINITIONS

Section 1. The term "Association" shall mean the Hembstead Homeowners Association, the Articles of Incorporation for which were filed with the North Carolina Secretary of State on March 23, 1987. The terms contained in the Articles of Incorporation are incorporated by reference herein.

Section 2. The term "Architectural Review Board" shall mean that group of persons appointed pursuant to Article II, Section 6 with the powers described therein.

Section 3. The terms "Board" or "Board of Directors" shall mean and refer to the persons serving as directors of the Association from time to time.

Section 4. The term "Common Area" shall mean and refer to all real property and improvements thereon owned by the Association, including, without limitation, the Swim & Racquet Club obtained by the Association in the deed recorded in Book 10449 at Page 595. Every Owner shall have a non-exclusive easement and right-of-way over and non-exclusive right to use the Common Area, subject to the following:

- (a) The right and power of the Board to adopt rules and regulations governing the Common Area and its use;
- (b) The right of the Board to maintain, repair, replace, modify or improve the Common Area;
- (c) The right of the Board to grant easements, leases, licenses and/or concessions through or over the Common Area;
- (d) The right of the Board to impose and receive payments, fees and/or charges for the use, rental or operation of the Common Area and;
- (e) The right of the Board to designate specific portions of the Common Area for specific uses and to leave portions of the Common Area unimproved and in its natural state, should the Board, acting in its sole discretion, determine that is in the best interest of the Association.

Section 5. The term "Common Expenses" shall mean and refer to any and all costs and expenses incurred by the Association in connection with the governance and administration of Hembstead as provided in this Declaration or the bylaws or the acquisition, upkeep, maintenance, repair or replacement of personal property owned by the Association or the Common Area.

Section 6. The term “Community Wide Standard” has the meaning given to such term in Article II, Section 10.

Section 7. The term “Declarant” shall mean and refer to Standard Properties, Inc., and its successors and assigns.

Section 8. The term “Declaration” shall mean and refer to this Consolidated Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Section 9. The term “Hembstead” shall mean and refer to all of the real property depicted on the Map, which may also be referred to as the “Property.”

Section 10. The term “Lot” shall mean and refer to each parcel of land shown and identified as a lot on the Map. Subdivision of Lots is prohibited.

Section 11. The term “Map” shall mean and refer to all of those maps recorded as follows: (1) Hembstead Map 1 recorded in Map Book 19 at Page 329; (2) Hembstead Map 2 recorded in Map Book 19 at Page 330; (3) Hembstead Map 3 recorded in Map Book 19 at Page 578; (4) Hembstead Map 4 recorded in Map Book 20 at Page 24; (5) Hembstead Map 5 recorded in Map Book 20 at Page 139, (6) Hembstead Phase II Revised Map for Block 6 recorded in Map Book 20, Page 321; (7) Hembstead Phase II Revised Map 2 recorded in Map Book 20, Page 591; (8) Hembstead Phase III Map recorded in Map Book 20, Page 810; (9) Hembstead Phase II Revised Map of Lot 20, Block 6 recorded in Map Book 20, Page 830; (10) Hembstead Phase III Revised Map of Lots 16 and 17 recorded in Map Book 20, Page 876; (11) Hembstead Phase II Revised Map of Lot 4, Block 6 recorded in Map Book 21, Page 112; (12) Hembstead Phase III Revised Map of Tennis Court Area recorded in Map Book 21, Page 397; (13) Hembstead Phase III Revised Map of Lot 9 recorded in Map Book 21, Page 617; and (14) Hembstead Phase IV recorded in Map Book 22 at Pages 272, 273 and 449 and in Book 24 at Page 997, respectively, in the Mecklenburg County Public Registry.

Section 12. The term “Member” shall mean and refer to each Owner of a Lot in Hembstead; provided, however, that only one (1) vote shall be allocated to each Lot to be cast as the Owner of each Lot determines.

Section 13. The term “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of Hembstead, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

ARTICLE II

RESTRICTIONS AND EASEMENTS

Section 1. No Subdivision of Lots. Lots in Hembstead shall not be subdivided in any way.

Section 2. Cross and Collateral Easements. The Owner of each Lot shown on the Map hereby expressly grants, conveys, and extends to the record owners of every other Lot in Hembstead a cross and collateral easement for ingress, egress and regress along the rights-of-way as shown on the Map and expressly consents to such owners use of the Common Area by the Owners of Lots as provided herein and shown on the Map.

Section 3. Reserved Easements on Lots. A ten (10) foot easement is reserved in, over, under and along the rear and side boundary lines of each Lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary or useful for furnishing electric power, gas, water, sewer, telephone service and other utilities to the Lot. Within such areas, no structures, plantings, fences or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels in such areas. The area of each Lot containing the easement and all improvements thereon shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

Section 4. Residential Use of Property. All Lots shall be used for residential purposes only, and no structure shall be erected, placed or permitted to remain on any Lot other than one single-family dwelling and any necessary structure customarily incident to such residential use. No garage constructed on any Lot shall be used for living quarters of any kind, either for guests, members of the family or domestic employees, and the construction or maintenance of "garage-apartments" on any Lot is expressly prohibited.

Section 5. Minimum Size of Dwellings. Single family dwellings shall contain not less than a minimum of 2,500 square feet of finished ground floor area for a one story dwelling; for split-level dwellings of the tri-level type, not less than 2,500 square feet of total finished floor area exclusive of garage, carport, unheated storage areas and non-living space; for a one and one-half story dwelling, not less than 2,000 square feet for the minimum finished ground floor area; for a two story and a two and one-half story dwelling, not less than 1,350 square feet minimum finished ground floor area. The minimum finished ground floor area herein referred to shall not include basements, attached or detached garages; unheated storage areas, carports or open porches of any type.

Section 6. Architectural Control.

(a) Extent of Control. No building, fence, wall, sidewalk, hedge, obstruction, driveway or other structure or improvement shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition, change or alteration therein (including change of color) be made without the prior written approval of the Architectural Review Board. The areas over which the Architectural Review Board shall have control shall include, but shall not be limited to, the size and plan of the principal residential structure, the location of the principal residential structure on the Lot, the size and the plan of any attached or unattached garage, the location and manner of construction of any driveway, swimming pool, utility

building, patio or other exterior improvement, and the composition and color of all materials used on the exterior of any structure. The Architectural Review Board shall also have control over the removal of any living tree over 5" caliber measured 2' from ground from any Lot and no party shall grade, excavate upon or otherwise alter the topography of any Lot without obtaining the prior express written approval of the Architectural Review Board. All of the above are hereinafter referred to as "Improvements." The Architectural Review Board shall not have any authority over Common Area which shall be under the control of the Board.

(b) Membership of Architectural Review Board. The Architectural Review Board shall be composed up to five (5) members all of whom shall be appointed by the Board from time to time. The Board shall have the right to set the terms of members appointed and to remove members from and appoint new members to the Architectural Review Board at any time. In the event of the removal, death, resignation for expiring term of any member of the Architectural Review Board, a successor shall be appointed by the Board. No member of the Architectural Review Board shall be entitled to any compensation for service on the Architectural Review Board.

(c) Procedure. Any party desiring Architectural Review Board approval of any proposed Improvement on or to any Lot shall submit in writing to the Architectural Review Board complete plans and specifications of any proposed Improvement. Such plans and specifications shall include all information required by the Architectural Review Board including, but not limited to, the nature, shape, height, materials and location of all proposed Improvements. The Architectural Review Board may, in its sole discretion, require in particular instances that such plans and specifications be accompanied by a plat prepared by a registered surveyor showing the location of the proposed Improvements on the Lot. All decisions by the Architectural Review Board shall be by a majority vote of the members thereof and shall be based on the Architectural Review Board's determination, made in its sole discretion, as to whether any particular improvement is suitable and harmonious with the development of Hembstead. The Architectural Review Board's approval or disapproval of any proposed Improvements shall be in writing. The decision of the Architectural Review Board may be appealed to the Executive Board of the Association by the delivery of written notice of appeal to the Executive Board within fifteen (15) days after the Architectural Review Board renders its decision. In the event that the Architectural Review Board fails to approve or disapprove any proposed Improvement within forty-five (45) days after all plans and specifications in such detail as the Architectural Review Board may require have been submitted to it, no approval will then be required and compliance with this section shall be deemed to have been made. Subsequent to the approval of any plans and specifications, the Owner shall have the responsibility for making all Improvements in accordance with the plans and specifications as approved. Approval by the Architectural Review Board of any proposed Improvement shall not constitute or be construed as approval of the structural stability, design or quality of any Improvement or the compliance of any Improvement with applicable laws and codes.

Section 7. Building Line Requirements.

(a) No building or any structure shall be located on any Lot nearer than 35 feet from the front property line or 17 ½ feet from any side street property line, or such

greater front or side street setbacks as may be required by the Architectural Review Board under the provisions of Section 6 hereof or shown on the Map. No building or any structure shall be located on any Lot nearer than 10 feet from any side yard property line or 50 feet from any rear property line without approval by the Architectural Review Board. Notwithstanding the side yard and rear property line requirements specified above, a detached garage, carport, storage building, gazebo, swimming pool, tennis court or other similar detached structure may be located no nearer than ten (10) feet from any side yard or rear property line, provided that such Lot Owner has obtained the prior written approval for construction of such detached structure from the Architectural Review Board pursuant to the provisions of Section 6 hereof and such construction does not violate any existing subdivision or zoning ordinance. In computing such building line requirements, the measurements shall be from the base or ground level of the building or structure and neither the overhang of eaves not in excess of three (3) feet nor the establishment of uncovered stoops or steps within a setback area shall be considered a violation of this covenant.

(b) In the event of any unintentional violation of any of the building line restrictions herein set forth, the Board reserves the right by and with the mutual consent of the Owner at such time of the Lot or Lots directly affected thereby, to change such restrictions accordingly, provided, however, that such change shall not exceed ten percent (10%) of the applicable building line restriction and such change does not violate any existing subdivision or zoning ordinance.

(c) Access to Lots. The submission of a request for approval shall be deemed consent to and permission for Architectural Board's access to the applicable lot from time to time for the purposes of reviewing the request and verifying compliance with the decision of the Architectural review Board.

Section 8. Outbuildings and Other Structures. All outbuildings and structures shall be approved as required under Section 6 above. No outbuilding or structure of a temporary nature shall be erected, constructed or allowed to remain upon any Lot and no shack, tent, garage, barn or other structure shall be used as a residence either temporarily or permanently upon any Lot.

Section 9. Nuisances and Unsightly Materials. No noxious, offensive, illegal activity or safety hazard shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance, nuisance or safety hazard to the neighborhood. No animal may be kept or allowed to remain upon any part of a Lot except that any Owner then occupying a residence upon a Lot may keep customary, household pets upon such Lot provided that such pets are not kept, bred or maintained for any commercial purposes and provided further that such pets are not kept in such numbers or of such a nature or in such a manner as to become a nuisance to the other Owners or residents of the subdivision. No satellite dish or exterior antenna may be erected or maintained on any Lot except to the extent expressly protected and allowed by law, and all dishes and antennas expressly protected and allowed by law shall, to the extent possible, be screened so as to not be visible from any street or road within Hembstead.

Section 10. Maintenance of Lots.

(a) Each Owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any Lot. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause any noise that will disturb the peace and quiet of the occupants of surrounding Lots. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collection by governmental or other similar garbage and trash removal units.

(b) The Board may adopt a Community Wide Standard of conduct, condition, repair, upkeep, maintenance, parking or other activity which shall be applicable to all Lots and binding on all Owners. Such Community Wide Standard shall be determined and set by the Board and may be amended or expanded by the Board as the Board, in its sole discretion, deems appropriate from time to time. Notwithstanding the foregoing, no Community Wide Standard nor any amendment or expansion of a previously approved Community Wide Standard shall be binding or enforceable unless and until it is approved by the affirmative vote of Members owning least fifty-one percent of the Lots. Every Owner shall maintain the grounds and the improvements situated on his or her Lot, including, but not limited to, plantings, landscaping and lawns, at all times in compliance with any Community Wide Standard adopted by the Board and approved by the Members and with this Declaration. The adoption of a Community Wide Standard and any amendments or modification thereto does not need to be recorded to be effective. The Community Wide Standard shall be posted electronically and made available upon request.

Section 11. Signboards. No signboard, billboard or advertising sign of any description shall be displayed upon or above any Lot with the exception of:

(a) Signs stating "For Rent" or "For Sale," which signs shall not exceed two feet by three (3) feet in dimensions, shall refer only to the Lot on which displayed, and shall be limited to one sign per Lot; and

(b) The name of the resident or any Lot and/or the street address, the design of which shall be furnished to the Architectural Review Board upon request and shall be subject to approval by the Architectural Review Board.

(c) Other temporary signs, if any, allowed in the duly adopted and approved Community Wide Standard.

Section 12. Requirements for Lots Contiguous to the Southerly Right-of Way For the Pineville-Matthews Road (N.C. Highway 51). Notwithstanding any of the provisions set out above, for each Lot lying contiguous to and along the southerly right-of-way for the

Pineville-Matthews Road (N.C. Highway 51) (the "Contiguous Lot or Lots"), the following additional restrictions shall be applicable:

(a) No building or structure of any kind shall be located on any Contiguous Lot nearer than eighty (80) feet from the rear Lot line lying contiguous to the southerly right-of-way for the Pineville-Matthews Road (N.C. Highway 51), nearer than thirty-five (35) feet from any front street line or seventeen and one-half (17 1/2) feet from any side street line, nearer than ten (10) feet from any side Lot line, or such greater front, side or rear street setback lines as may be required by any governmental authority or by the Architectural Review Board under the provision of Section 6 hereof. In computing such building line requirements, the measurements shall be from the base or ground level of the building or structure and neither the overhang of eaves not in excess of three (3) feet nor the establishment of uncovered stoops or steps within a setback area shall be considered a violation of this covenant. Notwithstanding any of the provisions set out above, no building or structure of any kind shall be built, constructed or located upon, over or within any easement or right-of-way described within this instrument or shown on any recorded map of the subdivision.

(b) In addition to the setback requirements set forth in Section 12(a) above, the natural berm area, as it exists at the date of closing for the purchase of each Contiguous Lot and varying in depth and width as to each Contiguous Lot, along the southerly right-of-way of the Pineville-Matthews Road (N. C. Highway 51), shall be maintained and preserved in its natural state. The Owner of each Contiguous Lot shall be responsible for continuously maintaining the berm area pursuant to the provisions specified in Section 10 hereof. No structures, fences, plantings, or other materials shall be placed or permitted to remain in this natural berm area other than those plantings originally placed at the direction of the Declarant and/or the governmental authority requiring the maintenance and preservation of the natural berm area, without the prior written approval of the Architectural Review Board pursuant to the procedure set forth in Section 6 hereof.

Section 13. Vehicles, Trailers and Parking. No commercial vehicle, mobile home, tractor trailer, trailer or camper shall be parked or allowed to remain upon any Lot, and no vehicle, trailer or camper shall be used as a residence either temporarily or permanently upon any Lot. For purposes of this section, "commercial vehicle" shall include any vehicle used for any commercial purposes at any time regardless of size, style, model or markings. Notwithstanding the forgoing, small-utility trailers and vehicles used for commercial and also for personal or family purposes may be permitted as described and allowed in the Community Wide Standard adopted by the Board pursuant to Section 10(b) above. All permitted vehicles shall be parked on paved or concrete areas constructed for parking on Lots and not on grass lawns or natural areas. No person may park or keep a boat over 25 feet in length on any Lot except inside an enclosed structure.

Section 14. Correction of Violations and Non-conformities. In the event that any Owner fails or refuses to comply with any of the foregoing restrictions in this Article II, either the Board or the Architectural Review Board may demand that the Owner promptly comply with the same by mailing a notice thereof to the Owner at the address of such Lot and if applicable, the address provided to the Board for receipt of such notices. If the Owner has not complied

therewith within five (5) days thereafter, the Association may enter and correct the same at the Owner's expense. Owners, by acquiring property subject to the restrictions, agree to pay the cost incurred in connection with correction, remediation or curative action taken promptly upon demand by Association and those costs shall be collectible as under Article III. No such entry or action provided herein shall be deemed a trespass.

ARTICLE III

ASSESSMENTS

Section 1. Assessment for Lien Provisions. The Association has the power and authority on behalf of all Owners and Lots to levy assessments against the Lots to pay Common Expenses. Assessments levied, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal or corporate obligation of the person(s), firm(s), or corporation(s) owning the Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied as provided herein shall be used exclusively to pay Common Expenses, including, without limitation, to maintain and/or improve the rights-of-way of those certain roads shown on the Map, or to maintain, construct or improve the Common Area and any other property (real or personal) owned by the Association, including the Swim & Racquet Club, any asphalt and pavement, jogging trails, landscaping, signage, concrete curb and gutter, wooden bridge, or other structure or improvement currently existing or constructed in the future. Assessments may also be used for the acquisition, improvement, and the maintenance of properties, services, utilities or facilities for the use and enjoyment of the Owners and occupants of Lots including, but not limited to, the costs of repair, replacement, and additions thereto, the costs of labor, including the costs of capital improvements, equipment, materials, management, supervision, the payment of taxes assessed against said properties, the procurement and maintenance of insurance, the employment of agents, accountants, contractors and attorneys when necessary, to pay and provide for community activities and social events and the payment of principal and interest on funds borrowed for the above purposes.

Section 3. Determination of Amount of Annual Assessments. Prior to the beginning of each calendar year, or as soon thereafter as is reasonably possible, the Board shall formulate a budget for the following calendar year and shall provide and submit that budget to the Members for approval as provided in N.C.G.S. § 47F-3-103(c). Annual assessments shall be levied by the Board against the Lots and the Owners based on the budget proposed and approved. Annual assessments assessed against the Lots based on the approved budget shall be uniform. Should circumstances warrant an amendment or change in the budget and annual assessment, during any calendar year, the Board shall formulate a revised budget and submit that budget to the Members for approval as provided herein. Until such time as a budget is proposed and approved as provided herein annual assessments shall be calculated based on the last budget proposed and approved.

Section 4. Special Assessment. In addition to annual assessments, the Board may levy special assessments for the acquisition, maintenance, repair or replacement of the Common Area or structures and improvements thereon or to provide for the payment of unbudgeted expenses; provided, however, that no special assessment shall be levied unless approved by the affirmative vote of Members owning least fifty-one percent of the Lots. Expenditures for which any special assessment is levied remains subject to membership approval as required in Section 10 below. Special assessments approved as provided herein shall be uniformly assessed against the Lots. The Board shall establish the due date or dates for approved special assessments.

Section 5. Due Date for Annual Assessments. The annual assessment due date is February 1 of each year. Annual assessments shall be delinquent unless paid in full by February 28 of each year.

Section 6. Effect of Non-payment of Assessments; Remedies. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the highest rate allowed by law and the assessment late charges, interest and reasonable attorney's fees shall constitute a lien on the applicable Lot or Lots as provided in Section 1 above. The Association has the power and authority on behalf of all Owners and Lots to bring an action at law or equity against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot or Lots as provided in N.C.G.S. §47F-3-116. Interest, late charges, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or other properties or by the abandonment of his Lot or Lots or other properties. Nothing, herein shall limit the remedies available to the Association under North Carolina law.

Section 7. Subordination of the Lien to Mortgages. The lien provided for herein shall be subordinate to the lien on any Lot created by any first mortgage or first deed of trust. The sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or first deed of trust.

Section 8. Exempt Property. All property dedicated to or accepted by a local public authority and all properties owned by the Association shall be exempt from the assessments created herein.

Section 9. Quorum and Voting Rights. The Owners of a Lot or Lots shall be allowed one vote per Lot. At all meetings of the Association, the presence of Owners (or of proxies entitled to vote on behalf of the Owners) of twenty percent (20%) of all Lots shall constitute a quorum. At all meetings where a quorum is present, a simple majority of those present in person or by proxy and entitled to vote shall be required to pass all matters put to vote,

unless a larger percentage is required in this Declaration, in the Association's Bylaws or by North Carolina law.

Section 10. Acquisitions and Expenditures. Any incremental acquisition or expenditure not included in the approved annual budget in excess of \$5,000.00 (Five Thousand Dollars) must be approved by fifty-one percent (51%) of the Owners of the Lots in Hembstead.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or equity, all conditions, covenants and restrictions now or hereinafter imposed by the provisions of this Declaration; provided that assessments may be determined, declared, collected and enforced only by the Association. Failure by any such party to enforce any such covenant, condition, or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any of the other provisions not expressly held to be void, and such remaining provisions shall remain in full force and effect.

Section 3. Effective Period. The covenants, conditions, and restrictions of this Declaration shall run with the land and bind the Owners of Lots for a period of twenty-five (25) years from the date this Declaration is recorded, after which time such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years until terminated as hereinafter provided. The reserved easements shall permanently run with the Lots.


Section 4. Amendment. This Declaration may be altered, modified, cancelled or changed at any time in any manner by a written document executed by the Owners of a majority of the Lots. Any such amendment, alteration, modification, correction or change must be recorded in the Mecklenburg County Public Registry and shall not be effective until so recorded. This Declaration and any amendment, alteration, modification, correction or change approved in accordance with the terms of this Declaration shall be binding on all Owners and all Lots, regardless of whether all or any such Owners signed, voted on or approved such document or its terms.

Section 5. Headings. Article and section headings are inserted for convenient reference and are not to be construed as substantive parts of the paragraphs to which they refer.

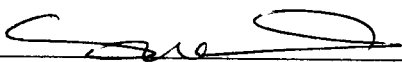
IN WITNESS THEREOF, the undersigned, Owners have executed this instrument to consolidate, amend and restate the covenants, conditions and restrictions in the Original Hembstead Declarations for recordation in the Mecklenburg County Public Registry.

SIGNATURE PAGES FOLLOW

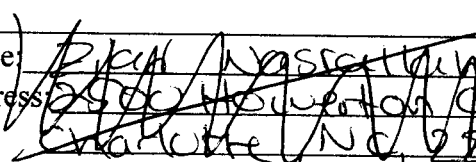
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CONDITIONS AND RESTRICTIONS FOR HEMBSTEAD HOWMEOWNERS
ASSOCIATION

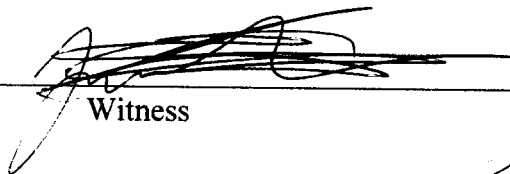
 (seal)
Name: D. Ruth Arrington
Address: 2210 OAKMEADE DR.
Charlotte NC 28270

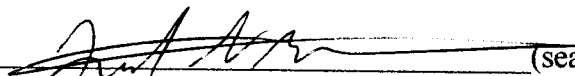

Witness

 (seal)
Name: Suzanne Nasrallah
Address: 2500 Howerton Ct
Charlotte NC, 28270

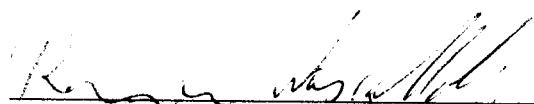

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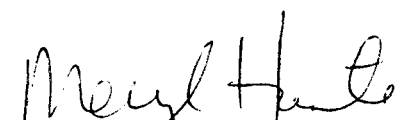
 (seal)
Name: Ziad Nasrallah
Address: 2500 Howerton Ct
Charlotte NC, 28270



Witness

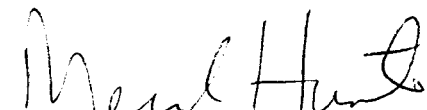
 (seal)
Name: Ziad Nasrallah
Address: 2500 Howerton Ct
Charlotte, NC 28270


Witness


 (seal)
Name: Rania Nasrallah
Address: 2422 Howerton
Charlotte, NC 28270


Witness

 (seal)
Name: Adel Nasrallah
Address: 2422 Howerton
Charlotte, NC 28270


Witness

Signature Pages for
CONSOLIDATED, AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HEMBSTEAD HOWMEOWNERS
ASSOCIATION

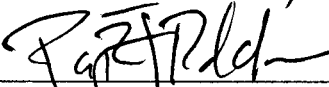
 (seal)

Name: Megan Quirk

Address: 1111 Jericho Ln.
Charlotte, NC 28270

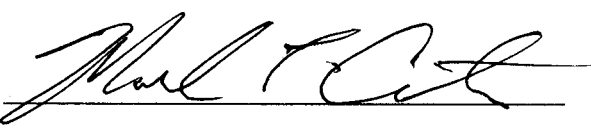


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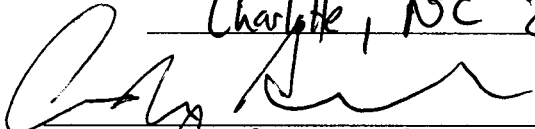
 (seal)

Name: PATRICK REDDIN

Address: 2612 Winding Oak Dr.
Charlotte, NC 28270

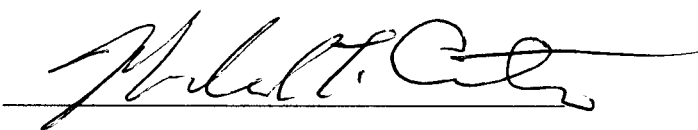


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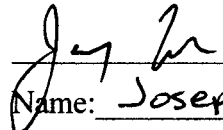
 (seal)

Name: Andrew Dinkin

Address: 2214 Hogan Ct
Charlotte, NC 28270

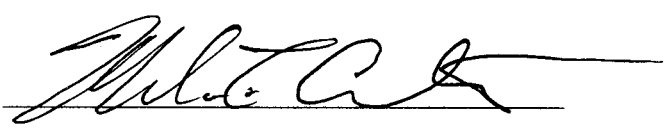


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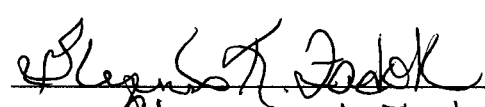
 (seal)

Name: Joseph Fadok

Address: 2332 Hemby Place
Charlotte NC 28270

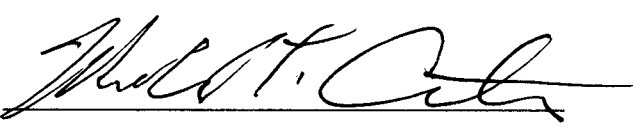


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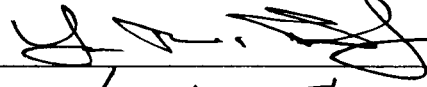
 (seal)

Name: Glynnis K. Fadok

Address: 2332 Hemby Pl.
Charlotte, NC 28270



Witness

 (seal)

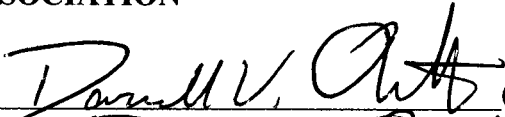
Name: Lee W. Thompson

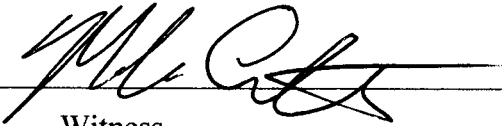
Address: 2403 Winding Oak Dr
Charlotte NC 28270

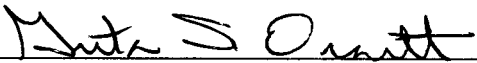


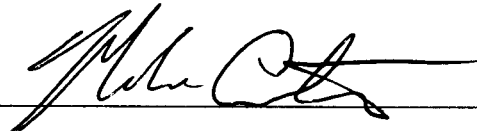
Witness


**Signature Pages for
CONSOLIDATED, AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HEMBSTEAD HOWMEOWNERS
ASSOCIATION**

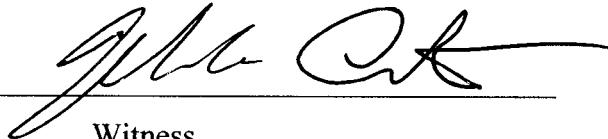
x  (seal)
Name: Darroll V. Orutt
Address: 2332 Oakmeade Rd.
Charlotte NC 28270

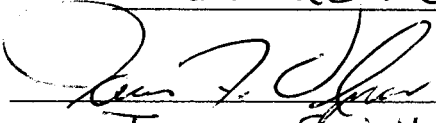

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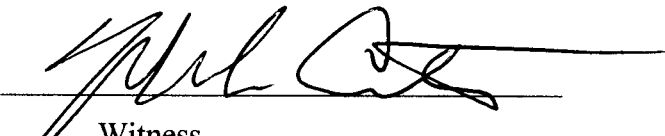
 (seal)
Name: GRETA S. ORCUTT
Address: 2332 Oakmeade Dr
Charlotte NC 28270

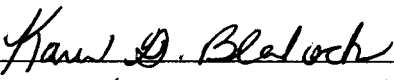

Witness

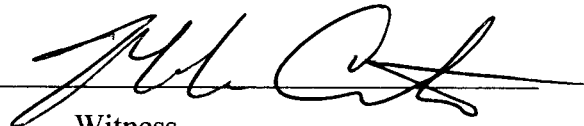
 (seal)
Name: Marie VLNA
Address: 2520 Howerton Ct.
Charlotte NC 28270


Witness

 (seal)
Name: James F. Vlana
Address: 2520 Howerton Ct.
Charlotte 28270


Witness

 (seal)
Name: Karen Blalock
Address: 2240 Oakmeade Dr.
Charlotte, NC 28270


Witness

(seal)
Name: _____
Address: _____

Witness

**Signature Pages for
CONSOLIDATED, AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HEMBSTEAD HOWMEOWNERS
ASSOCIATION**

Cassie S. Thompson (seal)
Name: Cassie S. Thompson
Address: 2403 Winding Oak Dr.
Charlotte, NC 28270

Michael T. Carter
Witness

Leslie Dinkin (seal)
Name: Leslie Dinkin
Address: 2214 Hogan Ct
Charlotte, NC 28270

Michael T. Carter
Witness

~~Michael T. Carter~~ (seal)
Name: ~~Michael Carter~~
Address: ~~2600 Oakmeade Dr.~~
~~Charlotte, NC 28270~~

~~Edna C. Carter~~
Witness

Edna C. Carter (seal)
Name: Edna C. Carter
Address: 2600 Oakmeade Dr.
Charlotte NC 28270

Michael T. Carter
Witness

Lance E. Barnhardt (seal)
Name: Lance E. Barnhardt
Address: 2629 Winding Oak Drive
Charlotte, NC 28270

Michael T. Carter
Witness

Aislin Reddin (seal)
Name: Aislin Reddin
Address: 2612 Winding Oak Dr
Charlotte NC 28270

Michael T. Carter
Witness

**Signature Pages for
CONSOLIDATED, AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HEMBSTEAD HOWMEOWNERS
ASSOCIATION**

_____ (seal) _____
 Name: Jeff Zaidman Witness
 Address: 1100 Milton Hall P1
Charlotte NC 28277

_____ (seal) _____
 Name: _____ Witness
 Address: _____

_____ (seal) _____
 Name: _____ Witness
 Address: _____

_____ (seal) _____
 Name: _____ Witness
 Address: _____

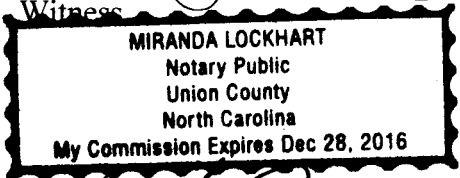
_____ (seal) _____
 Name: _____ Witness
 Address: _____

_____ (seal) _____
 Name: _____ Witness
 Address: _____

Signature Pages for
CONSOLIDATED, AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HEMBSTEAD HOWMEOWNERS
ASSOCIATION

[Signature] (seal)
Name: James Bunta
Address: 2757 Oakmeade Dr.
Charlotte, NC 28270

[Signature]
Witness [Signature]



Molly Bunta (seal)
Name: Molly Bunta
Address: 2757 Oakmeade Dr.
Charlotte, NC 28270

[Signature]
Witness

____ (seal)
Name: _____
Address: _____

Witness

____ (seal)
Name: _____
Address: _____

Witness

____ (seal)
Name: _____
Address: _____

Witness

____ (seal)
Name: _____
Address: _____

Witness

