

HearthStone #2
Declaration of Restrictions
(Full Version)

Known all men by these presents, that The Smith-Allen Company, Inc a Corporation organized and existing under and by virtue of the laws of the State of North Carolina, does hereby covenant and agree to and with all other persons, firms or corporations now owning or hereafter acquiring any of the hereinafter described property:

Beginning at a point marking the northwesterly corner of Lot I in Block 4 of the subdivision known as HEARTHSTONE as shown on a map thereof recorded in the Mecklenburg Public Registry in Map Book 18 at page 336; said point of beginning also being the southwesterly corner of that tract of land deeded to Blanche Faulk by deed recorded in Book 97 at page 155 in the Union County Registry and Book 4281 at page 141 in the Mecklenburg Public Registry; and running thence with the easterly line of the Francis J. Beatty property (now or formerly) N24-32-24 E 792.00 feet to a point; the southwest corner of the property of J.P. Simpson (now or formerly) thence S 70-38-17 E 1632.60 feet to point; thence S 53-30-00 W 672.62 feet to a point, thence S 14-52-07 W 127.73 feet to a point, thence N 75-07-53 W 208.03 feet to a point; thence N 75-06-53 W 1132.68 feet to the point and place of beginning , containing 24.219 acres, according to a boundary survey of Jams W. Dogan, dated February 5, 1980.

are subjected to the following restrictions as to the use thereof running with said property by whomsoever owned, to wit:

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than a single-family dwelling not to exceed forty feet in height and a private garage for each unit for not more than two cars and other accessory structures customarily incidental to the use of the plot.
2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure have been approved by the architectural control committee as the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in 15.
3. No building shall be located nearer to the front lot line than the building setback lines shown on the recorded plat, if such lines are shown. In any event, no building shall be located on any residential building plot nearer than 40 feet to the front lot line, nor nearer than 55 feet to the rear lot line, nor nearer than 20 feet to any side street line. No building, except a detached garage or other out building 100 feet or more from the minimum building setback line shall be located nearer than 20 feet to any side lot lines. No fence, solid wall, hedge, mass planting or other similar obstruction exceeding two and one-half feet in height shall be permitted in front of the building setback line. Mobile house trailers, on or off wheels; vehicles, or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers"; all boats and boat trailers stored or parked on any lot shall be parked at least 40 feet behind the building setback line.

In the event of the unintentional violation of any of the building line restrictions herein set forth, the Smith-Allen Company, Inc. reserves the right by an with the mutual written consent of the owner or owners for the time being of such lot, to change the building line restrictions set forth in the instrument, provided however, that such change shall not exceed 10 percent of the marginal requirements of such building restrictions.

4. No residential structure shall be erected or placed on any building plot, which plot has a area of less than 20,000 square feet, except that a residence may be erected or placed on any lot as now shown on the recorded map to which reference is made above.
5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.
6. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall be at any time used as a residence temporarily or permanently, not shall any structure of temporary character be used as a resident.
7. No dwelling costing less than \$20,000 shall be permitted on any lot in the tract. The ground floor area of the main building, exclusive of one-story open porches and garages, shall not be less than 1,300 square feet in the case of a one-story structure nor less than 800 square feet in the case of a one and one-half, two or two and one-half story structure, it being the intention to require in each instance the erection of such dwelling as would have cost not less than the minimum cost provided as if same had been erected in January of 1977.
8. No structure shall be moved onto any lot unless it shall conform to and be in harmony with existing structure in the tract.
9. A perpetual easement is reserved over the rear 10 feet of each lot for utility installation and maintenance, and/or as shown on plat.
10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet to advertise the property during the construction and sales period, or signs used by the developer to advertise the property during the construction and sales period, or permanent subdivision identification signs at the entrance.
11. It is expressly understood and agreed by the parties hereto that the foregoing covenants, conditions, and restrictions shall be held to bind only the land specifically herein described, shall run with the land and shall be binding on all parties hereto and persons claiming under them until January 1, 2008, at which time said covenants and restrictions shall, at the option of the parties of the first part, their successors and assigns, and the owner or owners for the time being of the lots of land described, terminate.
12. If the parties hereto, any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 2008, it shall be lawful for any other person or persons owning any other lots in the said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent them or him from so doing or to recover damages or other dues for such violation.

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

14. It is distinctly understood and agreed that nothing herein contained shall be taken and constructed as imposing any conditions or restrictions upon any of the remaining land of The Smith-Allen Company, Inc. not specifically covered by these restrictions.

15. ARCHITECTURAL CONTROL COMMITTEE

- A. MEMBERSHIP. The architectural control committee (the “committee”) is composed of the members of the Homeowners Association Board of Directors. Membership on the board and on the committee is concurrent; membership on the committee shall commence and expire simultaneous to membership on the Board. In the event of the dissolution of the Board, the Board shall designate a successor entity to carry out the duties and responsibilities of the committee. Members shall not be entitled to compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.
- B. PROCEDURE. The approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.