
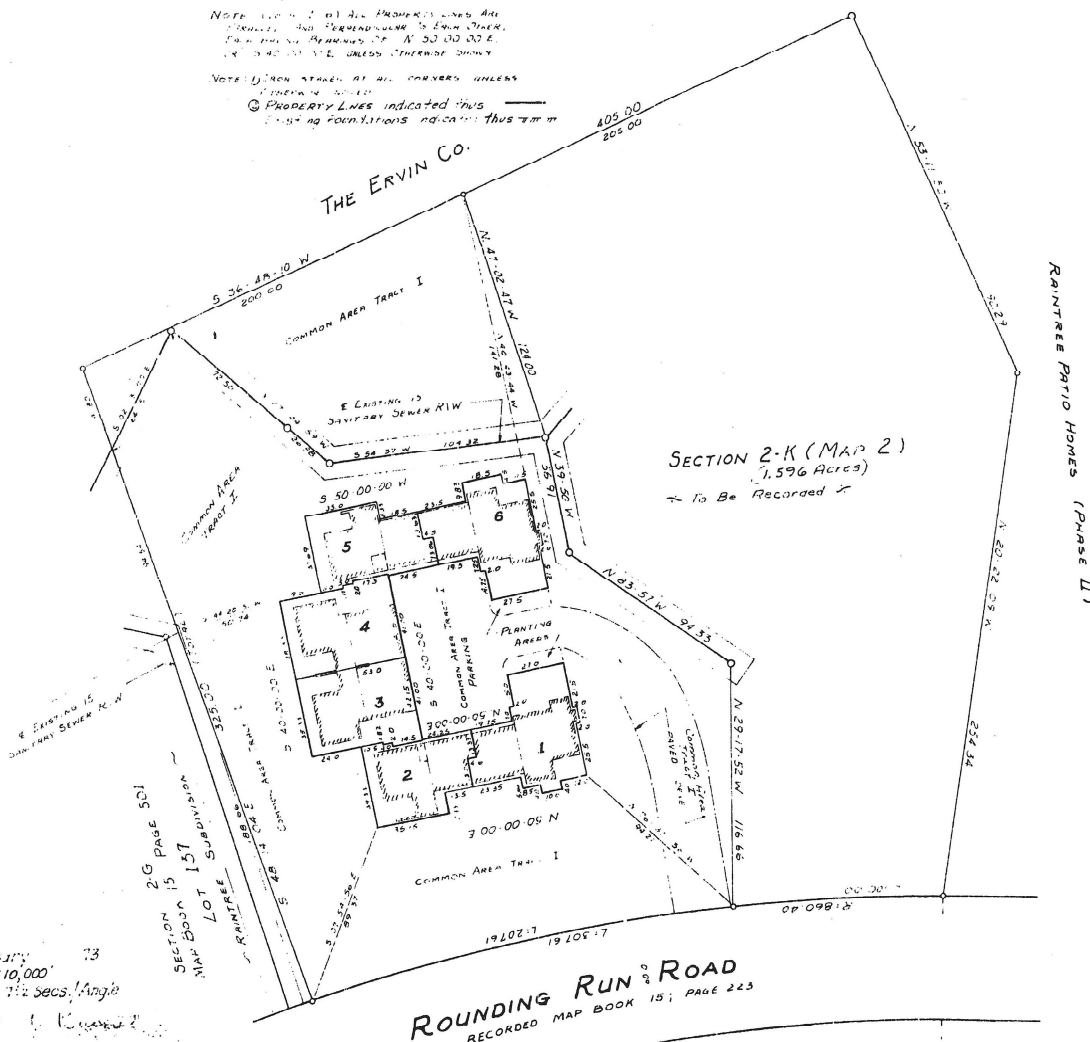


[illegible]

NOTE: LINES 1 OF ALL PROPERTIES LINES ARE
PARALLEL AND PERPENDICULAR TO EACH OTHER.
EACH HAVING BEARING OF N 50 00 00 E.
OR S 40 00 00 E. UNLESS OTHERWISE SHOWN.

NOTE: DON STARE AT ALL CORNERS UNLESS
GIVEN A SIGNAL

© PROPERTY LINES indicated thus
 existing foundations indicated thus 



LOTS 1 & 2 - 0.277 ACRES
COMMON AREA - 1.365 ACRES
MAP 1 TOTAL AREA 1.642 ACRES

Jackie L. Freeman
Robert A. Burns

9th February.

Yachur A. Herman


Aug. 1, 1977

A PLAT SHOWING
RAINTREE

SECTION 2-K (MAP 1)
PROVIDENCE TWP. SP.
MECKLENBURG CO., N.C.
(PROPERTY OF THE ERVIN CO.)

JANUARY 1973
SCALE 1"=40'

GRAPHIC SCALE



0 40 80

ROBERT A. BURNS
NCR 43 #1201

STATE OF NORTH CAROLINA The foregoing
COUNTY OF SULLY certificate is

of Jackie L. Freeman

6. RETURN TO THE OFFICE OF THE ATTORNEY GENERAL AND STATE
IN ~~THE~~ RECORDS OF THE STATE
ON 23rd day of February 1972

Registered in the _____ and Verified.

By Margie King
Deputy

17/19

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

✓ FOR

VILLAGE OF RAINTREE

SECTION 2-K

PRESENTED
FOR
REGISTRATION

1973 Feb 23 PM 2 59

CHARLES E. CROWDER
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

*Drawn by
William Crowder*

THIS SUPPLEMENTARY DECLARATION to the Declaration of Covenants, Conditions and Restrictions for Village of Raintree, Sections 1-A through 1-D and 2-A through 2-E is made this 23rd day of February, 1973, by THE ERVIN COMPANY, a Delaware corporation, having a principal place of business in said Mecklenburg County, North Carolina (hereinafter referred to as "Developer").

W I T N E S S E T H :

WHEREAS, Developer is the owner of that certain Subdivision in said Mecklenburg County, North Carolina, commonly known and identified as Village of Raintree (hereinafter called "Raintree"), plats thereof having been filed of record in the Mecklenburg Public Registry and as to which sections of said Subdivision either a Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") dated March 26, 1971, or a Supplement to said Declaration, has been filed of record in the Office of the Register of Deeds for Mecklenburg County, all as more particularly indicated on Rider A attached hereto and by reference made a part hereof; and

WHEREAS, Article II, Section Two of said Declaration provides that Developer may extend the Declaration (and the covenants and restrictions therein contained) to other property by filing of record a supplementary declaration in respect to the property to be subject to said Declaration in order to extend the scheme of said Declaration to the property to be developed as part of Raintree, and thereby bring such additional property within the jurisdiction of Raintree Homeowners Association, Inc. (hereinafter called "Association"), each supplementary declaration to contain such additions or modifications to said Declaration as may be necessary to reflect the different character of the added property, provided, however, any such supplementary declaration shall not revoke or otherwise amend the provisions of said Declaration as pertain to Sections 1-A through 1-D and 2-A through 2-E or such other additional property as may have previously been made subject to said Declaration by filing of record a supplementary declaration with respect thereto to extend the scheme of said Declaration; and

WHEREAS, Developer now intends to so subject additional property to said Declaration of March 26, 1971, and to place such additional covenants, conditions, easements and restrictions thereon as may be necessary to reflect the different character of the properties added to Raintree;

NOW, THEREFORE, in consideration of the premises, Developer hereby declares that the property hereinbelow described shall be held, sold and conveyed subject to said Declaration of Cove-

nants, Conditions and Restrictions for Village of Raintree, Sections 1-A through 1-D and 2-A through 2-E, to the same extent and degree as if said Declaration were herein set out in its entirety except as heretofore amended or hereinafter modified with respect to the additional property described in Article II below made subject to said Declaration, and further subject to such additional covenants, conditions, easements and restrictions (hereinafter collectively referred to as "Restrictions") as are herein set forth. The Restrictions shall be construed as covenants running with the land and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

PROPERTIES SUBJECT TO THIS SUPPLEMENTARY DECLARATION

The additional property which is hereby made subejct to said Declaration of March 26, 1971, and which shall be held, transferred, sold, conveyed and occupied subject to said Declaration as hereinafter modified with respect to said additional property, is located in Providence Township, Mecklenburg County, North Carolina, and is more particularly described on Rider B attached hereto and by reference made a part hereof, all as shown on a plat showing Raintree, Section 2-K, prepared by Robert A. Burns, N.C.R.L.S., which plat is dated January 19, 1973, and a copy thereof recorded in the Mecklenburg Public Registry in Map Book 17 at page 19.

The above described property shall also be held, transferred, sold, conveyed and occupied subject to such further and additional restrictions as are hereinafter provided.

Only the property shown on said subdivision plat of Raintree as above described is hereby made subject to this Supplementary Declaration and to said Declaration dated March 26, 1971.

ARTICLE II

ADDITIONAL RESTRICTIONS AND MODIFICATIONS TO DECLARATION

The property identified and made subject to said Declaration of March 26, 1971, as amended, in Article I above, is hereby made subject to the following additional covenants, conditions, easements and restrictions as follows:

1. PARTY WALLS:

Section One. Declaration.

Each wall which is built as part of the original construction of the improvements made on those certain residential Lots (defined in said Declaration of March 26, 1971) shown and described on the two (2) recorded maps comprising Raintree, Section 2-K as described on Rider B and identified in Article I above, and is placed on the dividing line between any two Lots shall be deemed a party wall for the benefit of the Owner(s) (defined in said Declaration of March 26, 1971) of said Lots and shall be used for the joint purpose of the buildings separated thereby.

Section Two. Ownership and Maintenance.

The conveyance of each Lot separated from any other Lot by a party wall shall include an undivided interest in so much of the width of the entire length of said party wall separating such Lot from the adjoining Lot as is located on said Lot together with a grant of easement of lateral support for such part of said wall as is situated on the adjoining Lot; and there shall be reserved in the conveyance of each of such Lots a like easement of lateral support. The cost of reasonable repair and maintenance of the party wall shall be shared by the Owners who make use of the wall in proportion to such use. Whenever a party wall or any part thereof shall be rebuilt, it shall be constructed on the same site and shall be of the same size and of the same or similar materials of like quality as the party wall prior to such repair or reconstruction.

Section Three. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, each Owner who has used the wall shall contribute to the cost of restoration thereof in proportion to such use.

Section Four. Weatherproofing.

Notwithstanding any other provision of these restrictions, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section Five. Right of Contribution Runs with the Land.

The party walls constructed on the above described Lot(s) shall be and shall remain party walls for the perpetual use and benefit of the Owners of the Lots burdened by such party walls and said Lots shall be conveyed subject to the covenants, restrictions, reservations and servitudes set forth herein. The right of any Owner to contribution from any other Owner under these restrictions shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section Six. Applicable Law.

The general rules of the state in which the above described Lots are situated regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. USE OF LOT; ACCESS:

Section One. Declaration.

Each Owner of a Lot upon which a party wall is located shall be entitled to the exclusive ownership and possession of his Lot as shown and described on the recorded maps of the property identified in Article I above, provided Owner shall not do any work which would jeopardize the soundness or safety of the party wall, reduce the value of the adjoining attached improvements or impair any easement or other right of the adjoining Lot Owner(s) without in every such case the prior approval and consent of the adjoining Lot Owner affected by such work.

Owner shall also enjoy a non-exclusive easement and the right to the use and benefit of common areas (defined in said Declaration of March 26, 1971) providing access to Owner's Lot from the nearest dedicated public street shown on the recorded maps of the property, provided, however, Owner's use thereof shall be in accordance with the purpose for which such common area improvements were intended - to provide ingress and egress to Owner's Lot - without hindering or encroaching upon the lawful rights of other Owners, and subject to such reasonable rules and regulations as may from time to time be published by the Association. The common driveway(s) between Owner's Lot and such dedicated public street shall be used only by Owners of Lots served by such connecting driveway(s).

Section Two. Maintenance.

The Owner of each Lot shall, at Owner's sole expense, maintain and repair that portion of the improvements providing access to his Lot as may be located within the Lot as particularly shown and described on the recorded map of the property. Any part of a common driveway, parking area or walkway which is not located upon a Lot shall be deemed a Common Area as defined in said Declaration of March 26, 1971, and shall be the responsibility of the Association.

3. ENCROACHMENT:

Section One. Declaration.

Each Owner of a Lot upon which a party wall is located shall acquire title to such Lot subject to the right and reciprocal easement of the adjoining Lot Owner(s) to have the building or any part thereof as originally constructed by Developer on the adjoining Lot to remain standing and Owner shall be deemed to consent, grant and to secure unto the adjoining Lot Owner(s) the right to have any part of the improvements built as part of the original construction on the adjoining Lot to overlap and extend beyond the interior Lot line of Owner as shown on the recorded map thereof and to encroach over and above Owner's Lot to the same extent and in the same manner as the improvements overlap and encroach upon Owner's Lot upon completion of initial construction by Developer.

If any portion of the Common Area now encroaches upon any Lot subject hereto, or if any building improvement upon a Lot now encroaches upon any other Lot or upon any portion of the Common Area, or if any such encroachment shall occur hereafter as a result of (1) repair, alteration or reconstruction of the Common Area made by or with the consent of the Association; (2) repair or reconstruction of a residential dwelling or improvements upon one or more Lots following damage by fire or other casualty; or (3) condemnation of eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Association shall approve of same and the property identified in Article I above shall remain subject hereto.

Section Two. Non-Disturbance.

Each Owner of a Lot over which the adjoining Lot Owner's building encroaches covenants and agrees for himself, his heirs, executors, administrators and assigns that Owner will not break, cut, disturb, destroy or remove any part of the improvement overlapping and encroaching upon or over his Lot so long as the improvement remains standing and is similar in materials and appearance to the original construction of improvements made by Developer. Owner further covenants that the provisions hereof shall operate as covenants running with the Lot and the covenants herein contained shall remain in force as long as improvements upon the adjoining Lot are substantially the same as originally constructed by Developer.

4. USE OF COMMON AREAS ADJOINING LOT:

No planting or gardening shall be done upon any Common Area adjoining a Lot upon which a dwelling having a party wall as part of the original construction of the improvements made by Developer upon such Lot is located except as may be approved and permitted by the Association Board of Directors. It is Developer's intent that the use and enjoyment of all Common Area(s) shall inure to the mutual benefit of all Owners within the property and shall be subject to the Association's control.

5. UTILITY EASEMENT(S):

Each Owner of a Lot upon which a party wall as hereinabove defined is located shall have an easement in common with the adjoining Lot Owner(s) to use all pipes, wires, ducts, flues, cables, conduits, and similar public utility lines, if any, located on such adjoining Lot and serving Owner's residential dwelling. Each such Lot shall also be subject to an easement in favor of the Owner of any other Lot to use the pipes, wires, ducts, flues, cables, conduits, and similar public utility lines, if any, serving such other Owner's dwelling and located on such Lot.

Each Owner of such Lot upon which a party wall as above described is located shall also have and enjoy the benefit of an easement up to but not exceeding fifteen (15) feet in width appurtenant to said Lot through and under that portion or strip of land within the Common Area shown on the recorded map of the property subject hereto or any other recorded map of the subdivision, said easement for the installation and maintenance of storm drainage system and utility lines and laterals serving Owner's Lot. Developer hereby modifies or extinguishes the utility and drainage easements along Owner's Lot lines reserved in said Declaration of March 26, 1971, to the extent that adequate reserved easements are otherwise herein available to Owner. Provided, however, maintenance of all utility lines and laterals serving Owner's Lot shall be at Owner's sole cost and expense whether located on Owner's Lot or within the Common Area.

6. RIGHT OF ACCESS:

Each Owner of a Lot upon which a party wall is located shall acquire title to such property subject to the irrevocable right of the Association Board of Directors, or its representatives, to have access to such Lot and the dwelling thereon, said right of access solely for the purpose of making emergency repairs or taking such action as may be necessary and required to prevent damage to the Common Area or to another Owner's Lot or dwelling.

7. HAZARD INSURANCE:

Each Owner of a Lot upon which a party wall as hereinabove defined is located covenants to secure and maintain in full force and effect at Owner's expense one or more insurance policies containing waivers of subrogation and any defense based on co-insurance or of invalidity arising from any act(s) of the insured endorsements insuring Owner's Lot and the improvements thereon for the full replacement cost thereof, exclusive of excavation and foundation costs, against loss or damage from all hazards and risks normally covered by a standard "extended coverage" policy, including fire and lightning, vandalism and malicious mischief. The amount of insurance to be obtained by Owner shall be determined by an annual appraisal by Owner's insurance carrier of the replacement cost of the dwelling located upon Owner's Lot without regard to depreciation, provided, however, the policy may provide that an amount not to exceed \$250.00 shall be deductible from any indemnity payable on account of a single loss. Owner shall provide the Association with satisfactory evidence that such insurance as herein required is in full force and effect and that the Association will be given thirty (30) days notice prior to the expiration or cancellation of Owner's insurance coverage. In the event Owner fails or refuses to maintain such insurance coverage as herein required, the Association may, but shall not be obligated to, through its agent or representative, secure and maintain such insurance coverage hereinabove described for Owner's benefit, and the cost or expense thereof shall be deemed a special assessment levied by the Association against Owner in accordance with Article V, Section Six of said Declaration dated March 26, 1971, and Owner covenants and agrees to pay to the Association such special assessment upon demand.

All such hazard insurance policies covering such Lot (and the dwelling thereon) separated from an adjoining Lot by a party wall built as part of the original construction of improvements made thereon by Developer shall be written in the name of Owner with endorsement naming the Association Board of Directors as additional insured and Trustee for Owner with stipulation that proceeds from such policy or policies for loss or damage to the property be payable to said Board of Directors, its successor or other designee, and such proceeds shall be held for the use and benefit of Owner and adjoining Lot Owners, their respective mortgagees, and the Association, as their interests may appear, such proceeds to be applied or distributed in accordance with the provision hereinafter set forth and the By-Laws of the Association. Provided, however, no mortgagee of any such Lot(s) or any dwelling located upon such Lot(s), shall have any right to determine or participate in the determination as to whether or not such Lot and the improvements thereon shall be repaired, replaced or reconstructed.

The Association may cause a copy of this Article to be delivered to any mortgagee of record of a Lot subject hereto.

Nothing herein contained shall be construed to prohibit Owner(s) of such Lot(s) from carrying other insurance for Owner's benefit provided such policies contain waivers of subrogation and further provided that the liability of the insurance carriers under policies procured by any other Lot Owner(s) shall not be affected or diminished by reason of Owner's other insurance.

8. REPAIR AND RESTORATION:

In the event of fire or other disaster to a Lot upon which a party wall as hereinabove defined is located, the proceeds from any insurance obtained by Owner, the Association Board of Directors, its successor or other designee, or such other Trustee as may come into possession of such proceeds in accordance with the provisions herein or By-Laws of the Association, shall, except as may otherwise be provided herein or in the By-Laws of the Association, be applied to the repair, replacement or reconstruction, as the case may be, of the improvements built as part of the original construction on the Lot by Developer. If insurance proceeds are in excess of the cost of repair, replacement or reconstruction, then such excess proceeds shall be paid and distributed by Trustee to Owner and to Owner's mortgagee or mortgagees, as their respective interests may appear. If such proceeds covering the loss or damage are not sufficient to pay for the repair, replacement or reconstruction of the improvements upon such Lot, the uncovered portion of the rebuilding costs shall be paid by Owner. In case of fire or other disaster to the improvements on any such Lot, Owner shall cooperate with the Association Board of Directors and shall join in the execution of any document reasonably required to obtain insurance proceeds from Owner's insurer and cause same to be applied to the rebuilding of the improvements upon Owner's Lot.

9. IMPROVEMENT RESTRICTION:

Article VI, Section Four, Improvement, Setback and Use Restrictions, Subparagraph 3 of said Declaration dated March 26, 1971, is hereby modified as it applies to any dwelling of multiple stories or floor levels located on any Lot subject to this Supplementary Declaration and upon which a party wall as hereinabove defined is located by changing the minimum square foot area of any dwelling constructed thereon from 2,000 square feet to 1,700 square feet, regardless of the number of floor levels in the dwelling. Otherwise, the restriction as set forth in said Declaration of March 26, 1971, shall remain in full force and effect.

10. ADDITIONAL PROPERTY:

Without further assent or permit, Developer hereby reserves the right, exercisable at any time, to subject other real property to the restrictions set forth herein in order to extend the scheme of this Supplementary Declaration to other property to be developed as part of Raintree provided that the annexation of such additional property is in accord with applicable zoning ordinance(s) and Developer's general plan of development pursuant thereto.

11. MISCELLANEOUS:A. Severability.

The provisions of this Supplementary Declaration are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder hereof.

B. Compliance.

Each Owner shall comply strictly with the Association By-Laws and the rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth herein or in the deed to the Lot of such Owner. Failure to comply with any of the same shall be ground for an action to recover sums due, or damages or injunctive relief, or both, maintainable by the Association Board of Directors on behalf of the Association, their successor or designee, or in a proper case, by an aggrieved Owner.

ARTICLE III

RATIFICATION OF DECLARATION

Except with respect to the additional property hereby made subject to said Declaration of March 26, 1971, and the modifications thereto hereinabove contained as apply to such additional property, Developer hereby ratifies and confirms said Declaration and all amendments and supplementary declarations applicable to Village of Raintree previously filed of record in said Mecklenburg County Public Registry.

ARTICLE IV

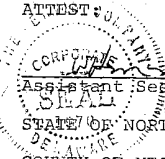
BINDING EFFECT

This Supplementary Declaration shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of Developer and all persons, firms, or corporations claiming by, through or under Developer.

IN WITNESS WHEREOF, Developer has caused this Supplementary Declaration to be duly signed, this 23rd day of February, 1973.

ATTEST:

THE ERVIN COMPANY

 Pette L. McMurray
Assistant Secretary

By: William H. Carson
Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 23rd day of February, 1973, personally came before me, William H. Carson who, being by me duly sworn, says he is the Vice President of The Ervin Company and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said Corporation.

WITNESS my hand and notarial seal, this 23rd day of February, 1973.

Pette L. McMurray
Notary Public

My Commission Expires:

8-20-77

STATE OF NORTH CAROLINA The foregoing
COUNTY OF MECKLENBURG certificate(s)

of Pette L. McMurray,

a Notary Public of said County and State
is ~~xxx~~ certified to be correct.

This 23rd day of February 19 73.

Recorded in Book _____ Page _____ and Verified.
CHARLES E. CROWDER, Register of Deeds

By Wanda S. Adams
Deputy

RIDER A

480 +

Attached to and made a part of that certain Declaration of Covenants, Conditions and Restrictions for Village of Raintree, Section 2-K dated the 23rd day of February, 1973.

Declaration of Covenants, Conditions and Restrictions for Village of Raintree recorded in the Mecklenburg Public Registry as follows:

<u>SECTION</u>	<u>DEED BOOK</u>	<u>PAGE</u>
1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 2E	3282	205
2B (amended)	3284	95
1E, 2F, 2H, 2I	3411	259
2G	3446	31
2J	3518	221

RIDER B

Attached to and made a part of that certain Declaration of Covenants, Conditions and Restrictions for Village of Raintree, Section 2-K dated the 23rd day of February, 1973.

480. BEGINNING at a point located in the southerly margin of Rounding Run Road right-of-way established by that certain Map recorded in Map Book 15 at Page 223 in the Mecklenburg County Public Registry (which right-of-way is 60 feet in width) and which Beginning point also marks the northwesterly front corner of Lot 137, Section 2-G of Village of Raintree Subdivision as shown on that certain Map recorded in Map Book 15 at Page 501 in said Mecklenburg County Public Registry; THENCE from said Beginning point S 48-14-04 E, 325.0' to a point; THENCE with a new line S 36-48-10 W, 405.0' to a point; THENCE with a new line in two courses and distances as follows: (1) N 53-11-50 W, 190.29' to a point; and (2) N 20-22-09 W, 254.34' to a point, said point located in said southerly margin of Rounding Run Road right-of-way; THENCE with the southerly margin of said Rounding Run Road right-of-way along the arc of a circular curve to the left having a radius of 860.4' an arc distance of 307.61' to the point and place of BEGINNING and containing 3.238 acres all as shown on a Plat showing Raintree, Section 2-K (Map One) Providence Township, Mecklenburg County, North Carolina, prepared by Robert A. Burns, N.C.R.L.S., dated January 1973.

5290 0492

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

DEED

234

THIS DEED made this 8th day of August, 1986, by and between MAR, Inc., a corporation organized and existing under and by the virtue of the laws of the State of North Carolina with its principal office located in the City of Charlotte, the County of Mecklenburg, State of North Carolina, Grantor, and Raintree Homeowners Association, Inc., a corporation organized and existing under and by the virtue of the laws of the State of North Carolina with its principal office located in the County of Mecklenburg, State of North Carolina, Grantee.

WITNESSETH, that Grantor, in consideration of TEN (\$10.00) DOLLARS and other valuable considerations to it paid by Grantee, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents, does grant, bargain, sell and convey unto Grantee and its successors and assigns, all right, title and interest to that lot or tract of land, situate, lying and being in the County of Mecklenburg, State of North Carolina, and more particularly described in Exhibit A annexed hereto.

TO HAVE AND TO HOLD, the aforesaid lot or tract of land and all privileges and appurtenances thereto belonging, to Grantee, its successors and assigns to its only use and behoof forever.

And Grantor for itself, its successors and assigns, covenants with Grantee, its successors and assigns, that it warrants that it has done nothing to impair or injuriously affect title to the aforesaid lot or parcel of land.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its Vice President, and its corporation seal to be hereto affixed and attested by its Asst Secretary on the day and year first above written, all in pursuance of authority duly given by resolution of the Board of Directors of Grantor.

MAR, INC.

By: David M. Logan
Vice President

Attest:

Nora N. Love
Secretary
(Corporate Seal)

NORTH CAROLINA
MECKLENBURG COUNTY

I, Binnie L. Neel, a Notary Public of the County and State aforesaid, certify that Nora N. Love, personally came before me this day and acknowledged that she is Assistant Secretary of MAR, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by its Assistant Secretary.

Witness my hand and official seal, this the 8th day of August, 1986.

Binnie L. Neel
Notary Public

My commission Expires 3/6/89

No taxable consideration

Drawn by: Richard G. Pratt

MAR, Inc.

NCNB/RELG/Law

One Independence Center, 109-1
Charlotte, North Carolina 28255

MAILED BY MAIL TO
WEAVER, BENNETT & BLAND, P.A.
P.O. BOX 2570
MATTHEWS, NC 28106

EFF 6.50
(S) 6.50
CASH 6.50

8133 44246 000

08/12/86

Grantee's Address:
c/o Weaver Bennett & Bland P.A.
P.O. Box 2570
Matthews, N.C. 28106

5290 0493

RAINTREE CLUSTERS

EXHIBIT A

BEGINNING at a point in the southerly margin of the right of way of Rounding Run Road, said beginning point being located N. 62-15-00 E. 235.00 feet from the intersection of the southerly margin of Rounding Run Road and the westerly margin of the right of way of Ivystone Court (reference is made to maps recorded in Map Book 15 at Page 223 and Map Book 16 at page 39 for maps of Rounding Run Road and Ivystone Court, respectively); thence from said BEGINNING point with the southerly margin of the right of way of Rounding Run Road with the arc of a circular curve to the left, said curve having a radius of 860.40 feet, an arc distance of 307.61 feet, with a chord course and distance of N. 52-00-28 E. 305.98 feet to a point; thence with four lines of The Ervin Company, as follows: (1) S. 48-14-04 E. 325.00 feet, (2) S. 37-48-10 W. 405.00 feet, (3) N. 53-11-50 W. 190.29, and (4) N. 20-22-09 W. 254.34 feet to the point or place of beginning, containing 3.238 acres, more or less, as shown on a map of Bobby J. Rape, N.C.R.L.S., entitled "Raintree Cluster Homes" dated February, 1972 and revised February 24, 1972, to which map reference is made for a more particular description of the property.

Less and except Lots 1, 2, 3, 4, 5, and 6 on Map 1 of Section 2-K of Raintree recorded in Map Book 17 at page 19 and lots 7, 8, 9, 10, 11 and 12 of Map 2 of Section 2-K of Raintree recorded in Map Book 17 at page 79 in the Mecklenburg Registry.

Being all of the remaining lot or tract of land conveyed by The Ervin Company to MAR, Inc. by deed dated November 26, 1975 and recorded in Book 3813 at page 82 in the Mecklenburg County Registry.

For Source of title see that certain deed from MAR, Inc. to NCNB Mortgage Corporation dated July 22, 1976 and recorded in Book 3863 at page 459 in the Mecklenburg County Registry and that certain deed from Fleet Real Estate Funding Corporation (formerly known as Bankers Mortgage Corporation, the successor to NCNB Mortgage Corporation) dated April 4, 1986 and recorded in Book 5203 at page 230 in the Mecklenburg County Registry.

State of North Carolina, County of Mecklenburg
The foregoing certificate of Binnie L. Neel

a Notary Public of said County and State

is hereby certified to be correct, this 12 day of August

Charles E. Crowder, Register of Deeds, by

DEPUTY

DRAWN BY & MAIL TO:
WEAVER, BEHNKE & BEND, PA.
P.O. BOX 2570
MATTHEWS, NC 28106

5291 0513

PRESENTED
FOR
REGISTRATION
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

221
SUPPLEMENT TO COVENANTS
CONDITIONS AND RESTRICTIONS
FOR VILLAGE OF RAINTREE

Aug 12 3 02 PM '86
CHARLES E. CHURCH
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

THIS SUPPLEMENT TO RESTRICTIONS (Agreement) made this 5th
day of AUGUST, 1986, by and between the Raintree
Homeowners Association, Inc., hereinafter referred to as
"Association"; Mar, Inc. (MAR), and the following property
owners, being all of the owners of all of the lots in the sub-
division known as Raintree, Section 2-K (Map 1), shown on a map
recorded in Map Book 17, Page 19, in the office of the Register
of Deeds of Mecklenburg County, North Carolina:

Name and Address

Property Description

Robert H. Bobrowski and
wife, Tina W. Bobrowski
4725 Rounding Run Rd.
Matthews, NC 28105

Lot 6, Map Book 17, Page 19,
Mecklenburg Co. Public Registry

Carlos E. Ashley, Jr.
and wife, Madge M. Ashley
4723 Rounding Run Rd.
Matthews, NC 28105

Lot 5, Map Book 17, Page 19
Mecklenburg Co. Public Registry

W. R. Washam, Jr. (Single)
4721 Rounding Run Rd.
Matthews, NC 28105

Lot 4, Map Book 17, Page 19
Mecklenburg Co. Public Registry

Roger E. White (Single)
4719 Rounding Run Rd.
Matthews, NC 28105

Lot 3, Map Book 17, Page 19
Mecklenburg Co. Public Registry

Roger W. Durrett (Single)
4717 Rounding Run Rd.
Matthews, NC 28105

Lot 2, Map Book 17, Page 19
Mecklenburg Co. Public Registry

M. Benjamin Sinkoe (Single)
4727 Rounding Run Rd.
Matthews, NC 28105

Lot 1, Map Book 17, Page 19
Mecklenburg Co. Public Registry

Such property owners are herein collectively referred to as
"Property Owners".

21.50

21.50

CASH

21.50

8:39 #6843 000

08/12/86

5291 0514

STATEMENT OF PURPOSE

1. MAR has acquired the rights of the "Developer" as that term is defined in Article I of the Declaration of Covenants, Conditions and Restrictions for the Village of Raintree recorded in Deed Book 3282, Page 205, Mecklenburg County Register of Deeds (the "DECLARATION").

2. Association is the property owner association which is provided for in the Declaration of Covenants, Conditions and Restrictions for the Village of Raintree recorded in Deed Book 3282, page 205, Mecklenburg County Register of Deeds, and is the association which each of the Property Owners is required to be a member of by reason of their ownership of property in the Raintree Subdivision.

3. Property Owners are owners of lots in the Village of Raintree referred to under Article III, Section 2, subparagraph 1(a)(2) of the DECLARATION as single-family attached dwelling units (the "Lots" or "Lot").

4. There is adjoining and appurtenant to each of the Property Owners' Lot within the Raintree Subdivision a private driveway which provides each of them access to and from Rounding Run Road, a public road, but which is not maintained by any public authority, a private paved courtyard, and certain open space, all of which the present record owner thereof, MAR, has offered to deed to the Association as common area. The private driveway, private paved courtyard, and open space are identified as "Common Area Tract I", "Common Area Tract I Parking", and "Common Area Tract I Paved Drive" on that certain plat recorded in Map Book 17, Page 19, Mecklenburg County, North Carolina, Public Registry.

5. Association is unwilling to accept a deed to such property unless Property Owners agree to establish a fund for maintenance thereof, thereby relieving Association and MAR of any maintenance responsibility for such property.

6. In order to obtain a conveyance of such property to the Association, Property Owners are desirous of providing a funding method through which they may maintain said private driveway, courtyard and open space, the maintenance of which has not been provided for under the DECLARATION. It is acknowledged by Property Owners that such private driveway does not meet, nor is it anticipated that it will meet, standards qualifying for maintenance by public authorities.

7. This document is supplementary to the Declaration, and the terms used herein shall have the meanings assigned to them under the Declaration.

NOW, THEREFORE, in consideration of the premises, MAR, Association, and Property Owners agree to supplement the restrictions applicable to the Property Owners' property within the Raintree Subdivision so as to include the following:

Beginning July 1, 1986, Property Owners shall contribute as a continuing non-refundable assessment the sum of Forty Dollars (\$40.00) per month for maintenance of said private driveway, courtyard and open space and for such other purposes as provided for herein. Such assessments may be paid by Property Owners directly to Association in the event the committee provided for herein elects to use the services of Association. In such event, assessments hereunder collected by Association from Property Owners shall be held in an escrow account for the purposes authorized hereunder. Such escrowed assessments shall be expended by Association only upon written request of the committee of Property Owners established under this Supplementary Declaration (the "Villa I Committee" or the "Committee"). Association shall not be required to act with respect to the expenditure of any such funds until such time as a written request provided for herein is delivered to it by the Chairman of the Committee certified by its Treasurer to be a request of the Villa I Committee. Furthermore, Association shall only be required to act hereunder when it holds in escrow adequate funds to provide the services requested. Association shall perform services under this escrow arrangement without charge to the Committee, and the Committee shall be entitled to all interest earned on its deposits, less applicable taxes.

All the Property Owners shall constitute the Villa I Committee, and in lieu of escrowing such assessments, the Property Owners may, through the Committee, collect such assessments and expend the same, from time to time, as a majority of them so determine, hereby being authorized and required to appoint a Chairman and a Treasurer for the Committee to act on its behalf as authorized by a membership resolution. In furtherance of establishing such Committee and the continuance thereof, meetings of the Property Owners for the transaction of business may be convened by the Chairman or a majority of the Property Owners upon no less than ten (10) days written notice to all Property Owners. The presence, in person or by proxy, of a majority of the Property Owners shall be sufficient for the conducting of any business of the Committee at any such meeting convened hereunder. The following additional provisions shall apply to the operations of such Committee:

1. Every person or entity who is the owner of record of a fee interest in any Lot or who is purchasing one or more Lots under a contract or purchase agreement within the area covered by this Agreement shall be a member ("Member") of the Committee, subject to and bound by the Association's Articles of Incorporation, By-Laws and rules and regulations of the Committee adopted by the Committee. The foregoing is not intended to include persons or entities who hold an interest in any Lot

merely as security for the performance of an obligation. Ownership of property shall be the sole qualification for membership. When any Lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity is purchasing one or more Lots under a contract or agreement of purchase, the membership as to such Lot(s) shall be joint and the right of such membership (including the voting power arising therefore) shall be exercised only as stipulated in paragraph "5" hereinbelow.

2. Within thirty (30) days from the date hereof, the Committee shall convene and elect a Chairman and Treasurer for the purposes stated herein. On or before January 31 of each year, the Committee shall hold an annual meeting for the purposes of electing officers and the adoption of a budget and assessment rate for the following calendar year. Such other business as required may be conducted at any annual meeting. Written notice of all meetings shall be given to the Committee members not less than ten (10) nor more than fifty (50) days before the date thereof.

3. On or before January 31 of each year, the Treasurer shall provide the Committee Members and the Association a financial report reflecting the operations of the Committee for the preceding calendar year.

4. During any period in which a Property Owner shall be in default in the payment of any annual, special or other periodic assessment levied by the Committee, the voting rights and right to the use of the Common Area or any other facilities which the Committee may provide shall be suspended by the Committee until such assessment is paid. In the event of violation by a Property Owner of any rules or regulations established by the Committee, such Property Owner's voting and use rights may be suspended by the Committee after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Committee after giving the Property Owner ten (10) days prior written notice specifying each alleged violation and setting the time, place and date of the hearing. Determination of a violation(s) shall be made by a majority vote of the Committee.

5. The voting rights of a Member of the Committee shall be appurtenant to the ownership of a Lot. When two or more persons hold an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Lot and in no event shall more than one (1) vote be cast with respect to any Lot.

6. Any Member who is delinquent in the payment of any charges duly levied by the Committee against a Lot owned by such Member shall not be entitled to vote until all such charges,

together with such reasonable penalties as the Committee may impose, have been paid.

7. Members shall vote in person or by proxy executed in writing by the Member. No Proxy shall be valid after eleven (11) months from the date of its execution or upon conveyance by the Member of his Lot. A corporate Member's vote shall be cast by the President or a Vice President of the Member corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such corporation.

8. Voting on all matters except the election of officers shall be by voice vote or by show of hands unless a majority of the Members shall, prior to voting on any matter, demand a ballot vote on that particular matter. The solicitation of proxies for such elections may be conducted by mail.

9. Every Property Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area to be maintained hereunder which shall be appurtenant to and shall pass with the title for every Lot subject to the provisions of the Declaration and the Charter and By-Laws of the Association, including but not limited to the following:

(a) The right of the Committee to limit the use of the Common Area to be maintained hereunder to Property Owners, their families and guests.

(b) The right of the Committee to suspend the voting and enjoyment rights with respect to the Common Area to be maintained hereunder of any Property Owner for any period during which any assessment against his Lot remains unpaid, or for any infraction of reasonable rules and regulations as adopted by the Committee.

(c) The right of the Committee with the written consent of the Association to dedicate or transfer all or any part of the Common Area to be maintained hereunder to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Property Owners. No such dedication or transfer shall be effective unless two-thirds (2/3) of the Property Owners agree to such dedication or transfer. In such case, the Association shall execute and deliver such documents necessary to effectuate such dedication or transfer. This paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cablevision, water and sewerage, utilities and drainage facilities upon, over, under and across the Common Area to be maintained hereunder without the assent of the Committee membership when such easements are requisite for the convenient use and enjoyment of the Property Owners.

The provisions of Article V of the DECLARATION applicable to the property owned by Property Owners in Raintree shall apply to any actions for collection of the assessments provided for herein from any delinquent Property Owner, including, but not by way of limitation, those provisions providing for the creation of a lien in connection with the collection of past-due assessments. In addition, the Association shall pursue the collection of any past due assessments on behalf of the Committee and shall be entitled to collect from any delinquent Property Owner reasonable attorneys fees incurred in the collection thereof, interest at the highest lawful rate from the due date of any past due assessment, late charges at the rate applied by the Association to its past due accounts, and court costs. The Association shall be entitled to file a lien against any Property Owner covering past due assessments, late charges, interest, collection cost, and attorneys fees. In no event shall the monthly assessment amount provided for herein be increased except upon approval of two-thirds (2/3) of the Property Owners present in person or by proxy at a Villa I Committee meeting specifically called for consideration of any such proposed increase. Upon receipt of any written notice of any such increase, Association may file further supplementary documents to the DECLARATION, duly reflecting the amount of such increased assessment for the sole purpose of setting forth such assessment amount as a matter of public record. In the absence of any such filing, any party desiring to verify the amount of the monthly assessment, or the status of any Property Owner account, may do so by contacting the Association.

PURPOSE OF ASSESSMENTS

Except as otherwise permitted herein, the assessments established hereunder and hereafter levied by the Villa I Committee shall be used as a maintenance fund to maintain the private driveway, private paved courtyard, and open space referred to hereinabove. Furthermore, said assessments may be used by the Villa I Committee for exterior maintenance of the residential dwellings included within the plat recorded in Map Book 17, Page 19, Mecklenburg County Public Registry, provided such assessments may only be used for exterior maintenance upon the approval of two-thirds (2/3) of the Property Owners present in person or by proxy at a Villa I Committee meeting specifically called for consideration of expenditures for such purposes.

SUCCESSORS AND ASSIGNS

This Supplementary Declaration shall be binding upon and inure to the benefit of the respective heirs, executors, legal representatives, successors, and assigns of the parties hereto.

5291 0519

STATUS OF PARTIES

MAR is joining in the execution of this Supplementary Declaration for the sole purpose of consenting thereto. Association and Property Owners are joining herein for the purpose of consenting thereto and for the further purpose of establishing an agreement between Property Owners and Association, thereby providing a method for funding the maintenance of said private driveway, courtyard and open space.

ASSOCIATION'S RESPONSIBILITIES

With respect to the property covered by this SUPPLEMENTARY DECLARATION, the Association shall not, by reason of its acceptance of a deed thereto, hereafter have any responsibility for the maintenance of the same, and its administrative responsibilities shall be limited to those stated herein in the event the Property Owners elect to request that the Association collect and expend the assessments herein provided for.

Association agrees to indemnify and hold harmless MAR from and against any claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys fees) arising out of, directly or indirectly, MAR's execution of this SUPPLEMENTARY DECLARATION.

RELEASE BY PROPERTY OWNERS

Property Owners, on behalf of themselves, their successors, heirs and assigns, do forever discharge, release and agree to hold harmless MAR, its subsidiaries and affiliates, and Association, jointly and severally, for and against all claims concerning upkeep and maintenance of the open space to be maintained hereunder, the private driveways and courtyards, whether such claims accrued prior or subsequent to the date of this Agreement.

DURATION

This Supplemental Declaration shall be binding and effective for that period of time set forth in Article X, Section One, of the DECLARATION and may be enforced in accordance with the terms thereof.


PARTIES

This Agreement shall be binding upon the parties hereto, their legal successors, assigns, and heirs.

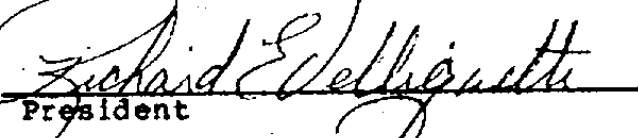
5291 0520

IN WITNESS WHEREOF, the parties hereto have caused this
Supplementary Declaration to be executed as of the 5th day of
August, 1986.

ATTEST:


Secretary
(AFFIX CORPORATE SEAL)

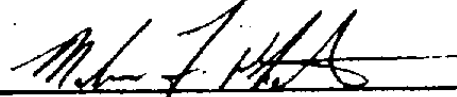
RAINTREE HOMEOWNERS ASSOCIATION, INC.

By: 
President

ATTEST:


Secretary
(AFFIX CORPORATE SEAL)

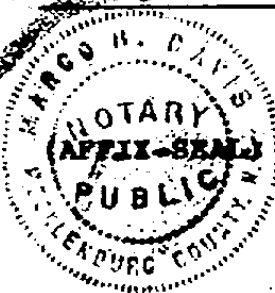
MAR, INC.

By: 
Vice President

NORTH CAROLINA)
MECKLENBURG COUNTY)

I, a Notary Public of the County and State aforesaid,
certify that Richard E. Velliquette personally came before me
this day and acknowledged that he is the --- President of
Raintree Homeowners Association, Inc., a North Carolina cor-
poration, and that by authority duly given and as the act of the
corporation, the foregoing instrument was signed in its name by
him and sealed with its corporate seal.

Witness my hand and official seal, this 5th day of
August, 1986.




Notary Public
My Commission Expires: May 27, 1991

5291 3521

NORTH CAROLINA)
MECKLENBURG COUNTY)

I, a Notary Public of the County and State aforesaid, certify that Melvin E. White personally came before me this day and acknowledged that he is the Vice President of Mar, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him and sealed with its corporate seal.

Witness my hand and official seal, this 8 day of August, 1986.



Sandra H. Falls
Notary Public
My Commission Expires: 1-20-91

SIGNED AND SEALED as of the date first above written.

Robert H. Bobrowski (SEAL)
Robert H. Bobrowski

Tina W. Bobrowski (SEAL)
Tina W. Bobrowski

NORTH CAROLINA)
MECKLENBURG COUNTY)

I, Margo H. Davis, a Notary Public for said County and State, do hereby certify that ROBERT H. BOBROWSKI and TINA W. BOBROWSKI personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 27th day of July, 1986.



Margo H. Davis
Notary Public
My Commission Expires: May 27, 1991

5291 0522

SIGNED AND SEALED as of the date first above written.

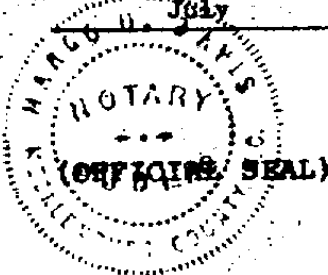
Carlos E. Ashley, Jr. (SEAL)
Carlos E. Ashley, Jr.

Madge M. Ashley (SEAL)
Madge M. Ashley

NORTH CAROLINA)
MECKLENBURG COUNTY)

I, Margo H. Davis, a Notary Public for said County and State, do hereby certify that CARLOS E. ASHLEY, JR. and MADGE M. ASHLEY personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 28th day of July, 1986.



Margo H. Davis
Notary Public
My Commission Expires: May 27, 1991

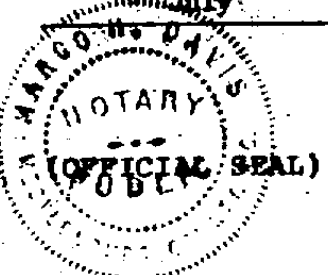
SIGNED AND SEALED as of the date first above written.

W. R. Washam, Jr. (SEAL)
W. R. Washam, Jr.

NORTH CAROLINA)
MECKLENBURG COUNTY)

I, Margo H. Davis, a Notary Public for said County and State, do hereby certify that W. R. WASHAM, JR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 28th day of July, 1986.



Margo H. Davis
Notary Public
My Commission Expires: May 27, 1991

5291 0523

SIGNED AND SEALED as of the date first above written.

Roger E. White (SEAL)
Roger E. White

NORTH CAROLINA)
MECKLENBURG COUNTY)

I, Margo H. Davis, a Notary Public for said County and State, do hereby certify that ROGER E. WHITE personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 27th day of July, 1986.



Margo H. Davis
Notary Public
My Commission Expires: May 27, 1991

SIGNED AND SEALED as of the date first above written.

Roger W. Durrett (SEAL)
Roger W. Durrett

NORTH CAROLINA)
MECKLENBURG COUNTY)

I, Margo H. Davis, a Notary Public for said County and State, do hereby certify that ROGER W. DURRETT personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 27th day of July, 1986.



Margo H. Davis
Notary Public
My Commission Expires: May 27, 1991

RECEIVED
DAC

5291 0524

SIGNED AND SEALED as of the date first above written.

M. Benjamin Sinkoe (SEAL)
M. Benjamin Sinkoe

NORTH CAROLINA)
MECKLENBURG COUNTY)

I, Margo H. Davis, a Notary Public for said County and State, do hereby certify that M. BENJAMIN SINKOE personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 30th day of July, 1986.



Margo H. Davis
Notary Public
My Commission Expires: May 27, 1991

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Sandra W. Falls and Margo H. Davis
Notary Public of said County and State
are certified to be correct This 12 day of August 1986
Charles E. Crowder, Registrar of Deeds, By Margo H. Davis DEPUTY

RECEIVED
1986

PRESENTED FOR
REGISTRATION 311
Aug 12 4 10 PM '86

5291 0525 ASSIGNMENT

STATE OF NORTH CAROLINA
COUNTY OF

CHARLES W. WOODER
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

FOR VALUE RECEIVED, ACADEMY MORTGAGE CORPORATION has this day transferred, sold, assigned, conveyed and set over, without recourse to First Federal Savings & Loan Assn. of South Carolina as Assignee, its successors, representatives and assigns, all its rights, title and interest in and to a certain Deed of Trust executed by

James E. McKinney + Cathy R. McKinney to ACADEMY MORTGAGE CORPORATION dated July 2nd, 1986 and recorded in Real Estate Book 5264, Page 942 in the office of Register of Deeds Mecklenburg County, North Carolina.

The Assignor herein specifically transfers, sells and conveys and assigned to the above Assignee, its successors, representatives and assigns, the aforesaid Deed of Trust, the property described therein, the indebtedness secured thereby together with all the powers, options, privileges and immunities therein contained.

The Assignor herein has this day sold and assigned to the Assignee herein the note secured by this Deed of Trust and this transfer is made to secure the Assignee, its successors, representatives and assigns, in the payment of the note.

In witness whereof, the Assignor hereunto set its hand and seal this 2nd day of July, 19 86.
ACADEMY MORTGAGE CORPORATION



Eugene G. Gibson
BY: Eugene G. Gibson
Secretary (Corporate Seal)
South Carolina, GREENVILLE COUNTY

I, a Notary Public of the County and State aforesaid certify that Eugene G. Gibson personally came before me this day and acknowledged that he is Secretary of Academy Mortgage Corp. a South Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Executive Vice President sealed with its corporate seal and attested by Eugene G. Gibson as its Secretary. Witness my hand and official stamp or seal, this 2nd day of July, 19 86.

My commission expires: Peggy W. Boag Notary Public
5-11-89



Drawn by + Mail to Gregory H. Kunkle

5291 0526

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Peggy W. Poag

a Notary Public of the Orangeburg State of South Carolina
is ~~not~~ certified to be correct. This 12 day of August 1986
Charles E. Crowder, Register of Deeds, By: Mary A. Poag DEPUTY

FEE	5.00
<>	5.00
CASH	5.00

8:58 #6923 000
08/12/86

1.00
4.00
5.00