

State of North Carolina, County of Mecklenburg  
 The foregoing certificate of Shirley L. Johnson

a Notary Public of Mecklenburg County and State  
 is not certified to be correct. This day of May 1982  
 Charles E. Crowder, Register of Deeds, By: [Signature] DEPUTY

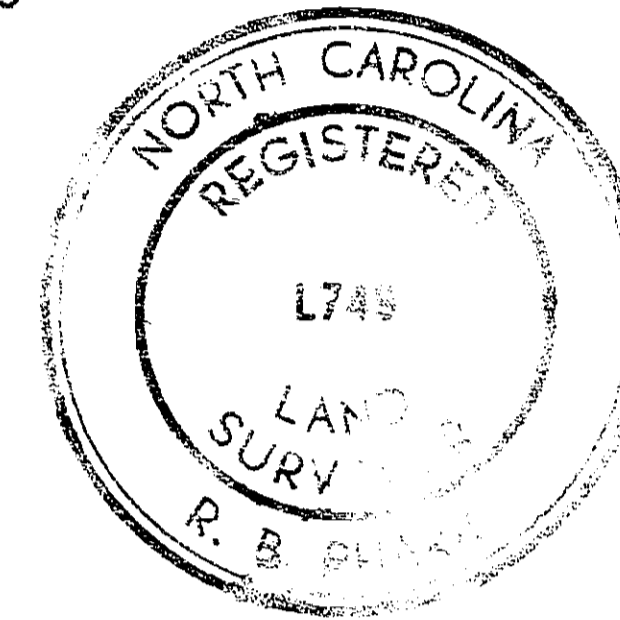
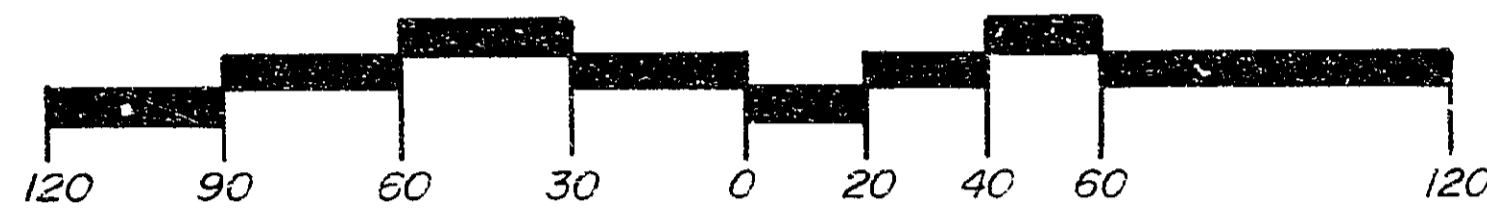
A PORTION OF  
**RAINTREE LANE**

PROVIDENCE TOWNSHIP  
 MECKLENBURG COUNTY, N.C.

PROPERTY OF WILLIAM TROTTER DEVELOPMENT COMPANY

Date: May 20<sup>th</sup>, 1982  
 Scale: 1 inch = 60 feet

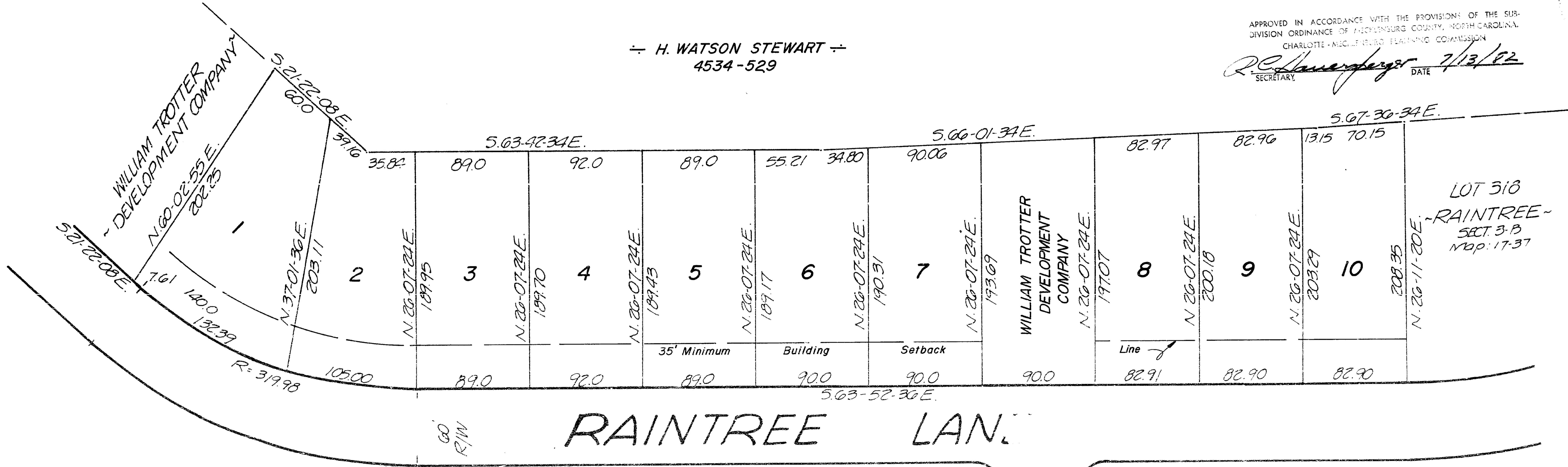
R.B. Pharr & Associates  
 Registered Surveyors



← H. WATSON STEWART →  
 4534-529

APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE SUB-  
 DIVISION ORDINANCE OF MECKLENBURG COUNTY, NORTH CAROLINA,  
 CHARLOTTE-MECKLENBURG PLANNING COMMISSION

[Signature] SECRETARY DATE 7/13/82



LOT 318  
 -RAINTREE-  
 SECT. 3-B  
 MAP: 17-37

"The property owners of these ten lots are obligated to support with monthly dues an approved Homeowners Association located in the Raintree P.U.D. area for the maintenance of common area property."

DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 200 STD SUBDIVISION ROAD  
 OWNERSHIP STANDARDS CERTIFICATION  
 APPROVED [Signature]  
 DISTRICT ENGINEER  
 DATE 7-16-82

FOUR MILE  
 CREEK RD.

APPROVED IN ACCORDANCE WITH THE  
 ENGINEERING REQUIREMENTS OF THE  
 SUBDIVISION ORDINANCE OF MECKLENBURG  
 COUNTY, NORTH CAROLINA,  
 CHARLOTTE-MECKLENBURG PLANNING COMMISSION  
[Signature]  
 COUNTY ENGINEER (DATE) 7/13/82

SHIRLEY L. JOHNSON, a notary public  
 in and for the county of MECKLENBURG, and State  
 of North Carolina do hereby certify that  
R.B. PHARR, N.C. Reg. Surveyor,  
 personally appeared before me this 20<sup>th</sup> day of MAY, 1982, and  
 acknowledged the due execution of the foregoing certificate and upon his oath sworn  
 the truth of the statement set forth herein.  
 Witness my hand and notarial seal this 21<sup>st</sup>  
 day of MAY, 1982  
[Signature]  
 Notary Public

11-276

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

RESTRICTION AGREEMENT

PRESENTED  
RECORDED  
JUL 28 1 48 PM '02  
CHIEF CLERK  
MECKLENBURG

REAL ESTATE  
BOOK PAGE

4561 0184

KNOW ALL MEN BY THESE PRESENTS, that WILLIAM TROTTER COMPANY does hereby covenant and agree to and with all persons, firms and corporations, hereafter acquiring any of the property hereinafter described:

BEING all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 as shown on map entitled Portion of Raintree Lane recorded in Map Book 20, Page 90 of the Mecklenburg Public Registry; and BEING all of Lots 11, 12, 13, 14 and 15 as shown on map entitled Portion of Raintree Lane recorded in Map Book 20, Page 82 of the Mecklenburg Public Registry.

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

RESIDENTIAL AREA COVENANTS

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars, and accessory structures provided such accessory structures comply with these covenants.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to 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 unless similarly approved. No garage, outbuilding or other structure shall be erected, placed or altered on any lot unless similarly approved. Approval by the Architectural Control Committee shall be as provided in paragraph number 15(b) herein.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost to purchaser, including said lot, of less than \$60,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling area and size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,400 square feet for a one-story dwelling and not less than 800 square feet for a dwelling of more than one-story.

4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 35 feet to the front lot line or nearer than 17 feet to any side street line.

(b) No building shall be located nearer than ten (10) feet to the interior side boundary line, except that a detached garage or other permitted accessory building may be located up to two (2) feet from said interior side boundary line,

provided that said garage is located at least four (4) feet or more to the rear of the main dwelling.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

In the event of the unintentional violation of any of the building line restrictions herein set forth, WILLIAM TROTTER COMPANY reserves the right by and with the mutual consent of the owners or owner for the time being of the lot or lots affected thereby, to change such restrictions accordingly; provided, however, that such change shall not exceed 10 percent of the marginal requirement of such building line restriction, except that a side yard unintentional violation may be as much as 2 feet.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any interior lot having a width of less than 75 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet on each lot. Within these easements, no structures, planting, fences or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements within it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. Within these easements, no debris, piles of leaves, grass clippings or other material may be placed or dumped in such a manner that it might be washed by water drainage onto the property of any other owner.

7. NUISANCES. No noxious or offensive activity deemed by the Architectural Control Committee or its designated committee shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as determined by said Architectural Control Committee. Although not limited to but included as an offensive activity is the maintenance of an auto repair site, maintaining unsightly outdoor storage on porches, yards, etc., including toys, motorcycles, tricycles, bicycles, or other miscellaneous personal property, or similar unsightly activity not in keeping with the general good looks of the subdivision.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. PARKING OF VEHICLES. No commercial truck, school bus, camper trailer, recreation vehicle, nor any other vehicle deemed by the Architectural Control Committee or its designated committee to be unsightly, shall be parked in the street, in a driveway, in the front yard, in a side yard or in the back yard of any lot.

10. SIGNS. No sign 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 advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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11. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes, and provided facilities for such pets and the pets themselves do not create a nuisance as determined by the Architectural Control Committee in which case the nuisance will immediately be abated upon request of said Committee.

12. CONTROL OF DOGS. Every person owning or having possession, charge, care, custody or control of any dog shall keep such dog exclusively upon his own premises; provided, however, that such dog may be off the premises if it be under the control of a competent person and restrained by a chain or leash or other means of adequate physical condition.

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment shall be kept in clean and sanitary condition.

14. MAINTENANCE OF PREMISES. It shall be the responsibility of each lot owner to properly maintain the buildings and grounds on such lot (including, but not limited to, proper maintenance of grass or suitable ground covering) and to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to decrease the beauty of the neighborhood as a whole or the specific area; provided that what are unclean, unsightly, or unkempt conditions are to be determined by the Architectural Control Committee and upon a determination that such condition or conditions exist, said condition will be immediately abated upon request by the said Committee.

15. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. The Architectural Control Committee is composed of William H. Trotter, 1221 East Morehead Street, Charlotte, North Carolina; Stoney E. Motsinger, 1221 East Morehead Street, Charlotte, North Carolina; and Louis A. Bledsoe, Jr., 831 Baxter Street, Suite 206, Charlotte, North Carolina. A majority of the committee may designate a representative to act for it. In the event of a death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after four years from the date of this instrument, the then record owners of a majority of all lots on recorded maps of the above-named subdivision shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties; provided, however, the Committee shall continue to function as provided until the time of the recording of such instrument of change.

(b) PROCEDURE. The Committee's 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 60 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with; however, in the event the Committee is not notified or requested in writing to approve any item recited in these Restrictions, then the Committee may cause William Trotter Development Company or William Trotter Company to institute suit to enjoin and remove any building, wall, garage, outbuilding or other structure located on said premises; and further, the Committee may utilize any other legal or equitable remedy available to protect against such violation; provided, however,

failure to institute legal action shall not constitute waiver of any legal or equitable remedy.

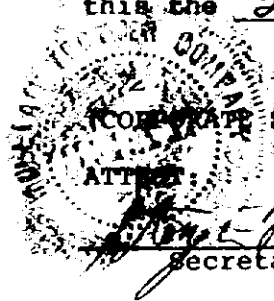
16. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants shall have been recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

17. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. In the event that suit is brought to enforce any covenant of this Restriction Agreement, or for breach of any covenant or condition herein contained, the party or parties bringing such action shall, upon determination of said suit in their favor, be entitled to reasonable attorney's fees, which shall be any damages awarded by the Court.

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

19. LOTS AFFECTED. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than those particular lots which have been specifically described in this Restriction Agreement.

IN WITNESS WHEREOF, WILLIAM TROTTER COMPANY has caused this instrument to be executed by its President and attested by its Secretary and its corporate seal to be hereunto affixed on this the 28th day of July, 1982.



Secretary [Signature]

WILLIAM TROTTER COMPANY

By: [Signature]  
William H. Trotter, President

FEE 9.50  
<> 9.50  
CASH 9.50

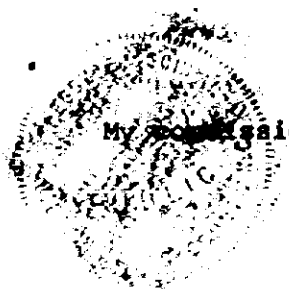
STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

13:54 #8828 000  
07/28/82

This 28th day of July, 1982, personally appeared before me, William H. Trotter, who being by me duly sworn, says that he is the President of William Trotter Company and that the seal affixed to the foregoing Restriction Agreement is the corporate seal of the company, and that said Restriction Agreement was signed and sealed by him, in behalf of the said corporation by its authority duly given. And the said William H. Trotter acknowledged the said Restriction Agreement to be the act and deed of said corporation.

[Signature]  
Notary Public

My commission expires: 1/29/85



Drawn by & mail to:  
Louis A. Kladsor, Jr., P.A.  
- 4 - Suite 203, 131 Roston St.  
Charlotte, NC 27202

REAL ESTATE  
BOOK PAGE  
4881 0188

State of North Carolina, County of Mecklenburg  
The foregoing certificate(s) of PERRY F. Schaal

a Notary ~~is~~ Public of said County and State  
is ~~not~~ certified to be correct. This 28 day of July, 19 82  
Charles E. Crowder, Register of Deeds, By Nancy C. Rice  
DEPUTY

358/950

PRESENTED  
FOR  
REGISTRATION

REAL ESTATE  
BOOK PAGE ✓  
4603 0546 - 76

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG  
CHARLES E. CROWDER  
REGISTER OF DEEDS  
MECKLENBURG CO. N.C.  
DECEMBER 10 2 26 PM '82  
SUPPLEMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
VILLAGE OF RAINTREE RELATING  
TO RAINTREE LANE PROPERTY

THIS SUPPLEMENTAL DECLARATION to the Declaration of Covenants, Conditions and Restrictions for the Village of Raintree, Sections 1-A through 1-D and 2-A through 2-E is made this 10th day of December, 1982, by WILLIAM TROTTER COMPANY, a North Carolina corporation, having a principal place of business in 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 a certain 4.397 acre tract of land situated in Providence Township, Mecklenburg County, North Carolina, the said parcel being situated within an area designated as the Village of Raintree Planned Unit Development by the Charlotte/Mecklenburg County Planning Commission; and

WHEREAS, Developer is a successor in title to said 4.397 acre tract from The Ervin Company by virtue of appropriate deeds constituting a chain of title duly filed and recorded in the Mecklenburg County Public Registry; and

WHEREAS, on March 26, 1971, The Ervin Company caused to be filed in the office of the Register of Deeds of Mecklenburg County a certain Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") dated March 26, 1971 and recorded in Book 3282 at Page 205 in said Registry; and

WHEREAS, a certain Restriction Agreement by William Trotter Company recorded in Book 4561, Page 194 of the Mecklenburg Public Registry has already been recorded on said property and these Supplemental Restrictions are to be in addition to said restrictions; and

WHEREAS, as successor in title to The Ervin Company, Developer comes within the definition of "Developer" contained in

paragraph 4 of Article I of said Declaration; and

WHEREAS, Article II, Section Two of said Declaration provides that Developer (as therein defined) may extend the Declaration and the covenants and restrictions therein contained to other property situated within the Village of Raintree Planned Unit Development 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 other property to be developed as part of the Village of Raintree, and thereby bring such additional property within the jurisdiction of the Raintree Homeowners' Association, Inc., each such 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 may not revoke or otherwise amend the provisions of the Declaration as they pertain to Sections 1-A through 1-D and 2-A through 2-E, or any other section for which supplementary declarations have been filed; and

WHEREAS, Developer now intends to so subject additional property to said Declaration of March 26, 1971, and to place such additional or modified covenants, conditions, easements and restrictions thereon as may be necessary to reflect the different character of such additional property, and to be supportive financially to the existing Raintree Homeowners Association;

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 Covenants, Conditions and Restrictions for the 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 such Declaration is hereby modified, and to further subject said property to such additional covenants, conditions, easements, restrictions and modifications (hereinafter collectively referred to as "Restrictions") as are herein set forth. The Restrictions



herein imposed 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 property or in any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I: PROPERTIES SUBJECT TO  
THIS SUPPLEMENTAL DECLARATION

The property which is hereby made subject to said Declaration of March 26, 1971, and which shall be held, transferred, sold, conveyed and occupied subject to said Declaration, is located in Providence Township, Mecklenburg County, North Carolina, and is more particularly described and shown on a plat entitled "A Portion of Raintree Lane" prepared by R. B. Pharr & Associates, P.A., which plat is dated May 20, 1982, and a copy thereof recorded in the Mecklenburg County Public Registry in Map Book 20 at Page 90. The property shown and described on said record map is a portion of the property conveyed to Developer by William Trotter Development Company in that certain deed recorded in Book 4555 at Page 87 in said Registry.

Only the property shown on the aforesaid recorded plat described in this Article I is hereby made subject to this Supplemental Declaration and to such Declaration dated March 26, 1971. Nothing herein contained shall be held or construed to impose any restrictions on or easements in any other property of Developer, whether located within the Village of Raintree, or otherwise.

The property shown on the plat hereinabove described has been divided into Lots by the recording of map "A Portion of Raintree Lane".

The above-described property shall also be held, transferred, sold, conveyed and occupied subject to such additional and modified restrictions as are hereafter provided or as shall be filed or imposed in any subsequent document.

It is the express intention of Developer that the recording of this Supplemental Declaration shall extend to the owners of the property described herein the benefits of membership in the Raintree Homeowners Association and the full use and enjoyment of all existing Common Areas of the Village of Raintree, but that the architectural and use control shall be vested solely in the Architectural Control Committee of this portion of Raintree Lane pursuant to the Declaration of Covenants, Conditions and Restrictions filed herewith in the Mecklenburg Public Registry on the property described above in Map Book 20 at Page 90.

ARTICLE II: MODIFICATIONS TO DECLARATION

The property identified in Article I above, and made subject to said Declaration of March 26, 1971, is hereby made subject to the following modifications to the Declaration:

1. Article I of the Declaration, Definitions, is amended as follows:

a. Paragraph (4), Developer, is hereby amended to read: "Developer" shall mean and refer to William Trotter Company, a North Carolina corporation, having a principal place of business at 1221 East Morehead Street, Charlotte, North Carolina, its successors and assigns, but only insofar as it pertains to the property described in Article I above.

2. Article V of the Declaration, Covenant for Maintenance Assessments, is amended by deleting Sections One, Two, Five and Six, and substituting in lieu thereof the following:

Section One. Annual Assessment for Maintenance Fund. For each Lot owned within that portion of the Properties annexed by this Supplemental Declaration, every Owner covenants, and each subsequent Owner of any such Lot, by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Raintree Homeowners Association:

Annual assessments or charges for the creation and continuance of a fund for maintenance, taxes and insurance for Common Areas in the amount hereinafter set forth, which fund is hereinafter called the "Common Area Maintenance Fund".

Section Two. Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance, landscaping, beautification, taxes and insurance of the Common Areas.

Section Five. Annual Maintenance Assessment.

1. At the time of the filing hereof, the annual assessment levied by the Raintree Homeowners Association for the Common Area Maintenance Fund is \$125.00 per Lot (subject to the modifications of such rate as set out in Section Seven of this Article).
2. After the date of filing hereof, the annual assessment for the Common Area Maintenance Fund may be increased by the Association Board of Directors to an amount which will be sufficient, in the judgment of the Board, to provide funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year; provided, however, in no event shall the annual assessment as adjusted by the Board exceed One Hundred Twenty-five (125%) percent of the amount of the annual assessment for the immediately preceding calendar year.
3. Article V, Section Seven, Subparagraph (1) of the Declaration Assessment Rate, is hereby amended to read as follows:

1. Single-Family Detached Homes. Each Lot designated as a Lot on which a single-family detached home is or may be constructed shall be assessed at a rate of One Hundred (100%) percent of any annual Common Area Maintenance Fund assessment as may be fixed or levied by the Raintree Homeowners Association in

accordance with Article V, Section Five as amended above.

4. Article VI of the Declaration, Architectural, Maintenance and Use Restrictions, is amended by deleting all of said Article, including Sections One, Two, Three, Four, Five, Six, Seven, Eight, Nine, and Ten, and substituting in lieu thereof the following:

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, (including but not limited to color of painting on the exterior and type of exterior finish), be made except in exceptional cases, when in such case the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee recited in Restrictions recorded in Book 4561 at Page 194, (said committee being hereinafter referred to as the "Architectural Control Committee").

In the event an Owner of any Lot in the Properties shall make unauthorized changes to the premises and the improvements situated thereon in a manner unsatisfactory to the said Architectural Control Committee, said Architectural Control Committee shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance and any other costs or attorney's fees incurred in the enforcement of the rights under these provisions shall be added to and become a part of the assessments to which such Lot is subject. Any approval by the said

Architectural Control Committee shall be in accordance with the requirements set forth hereafter.

5. Article VIII, Section One of the Declaration, Right of First Refusal, is deleted. Section Two thereof, Sale by Mortgagee, shall be applicable to the property subject to this Supplemental Declaration.

6. Article IX, entitled Paintree Country Club, is hereby deleted, including all of Sections One, Two, Three, Four, Five, Six, Seven and Eight, and the following is inserted in lieu thereof:

Every person or entity, other than the Developer, who is the owner of a fee interest in any Lot or who is purchasing a Lot under a contract purchase agreement, may (but shall not be required to) apply to become a member of the Raintree Country Club in accordance with the then existing Rules and Regulations governing such application for membership.

7. Article X, Section Two of the Declaration, Amendment, is deleted and the following is inserted in lieu thereof:

Section Two. Amendment. The covenants and restrictions of this Declaration, as they pertain to the Lots and other properties shown and referred to in Article II, Section One, may be amended at any time and from time to time during the period or extension or renewal thereof by an agreement signed by Developer, if it is the Owner of any Lots subject hereto, and to the extent permitted by law, by at least two-thirds (2/3) of the Owners whose Lots are then subject hereto; provided, however, so long as William Trotter Company is the owner of any Lots, such amendment shall require the prior approval of the United States Department of Housing and Urban Development or the Veterans' Administration. In addition, any such amendment shall not be effective until the instrument evidencing such change has been filed of record in

the land records of Mecklenburg County, North Carolina. By way of clarification, this process of amendment does not apply to "additions" as described in Article II, Section Two. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

8. It is the express intent of Developer and Developer hereby declares, that the Declaration of Covenants, Conditions and Restrictions for the Village of Raintree recorded in Book 3282 at Page 205 in the Mecklenburg County Public Registry, as amended by this Supplemental Declaration shall be the controlling instrument insofar as the Declaration of Covenants, Conditions and Restrictions for Village of Raintree shall relate to the property developed or to be developed by William Trotter Company as a portion of Raintree Lane Lots, and shall supersede and control over any conflicting provisions of the By-Laws of the Association, any rules or regulations established by the Association and any other instruments of any kind.

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration of Covenants, Conditions and Restrictions to be executed and sealed as of the day and year first above written.

WILLIAM TROTTER COMPANY

By: William H. Trotter  
President

ATTEST:

M. J. King  
Secretary  
[Seal]

FEE 17.00  
<> 17.00  
CASH 17.00

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12/10/82

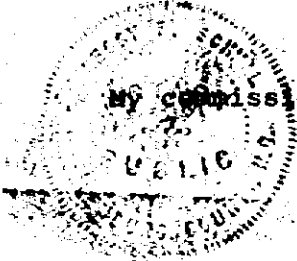
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 10th day of December, 1982, personally appeared before me, WILLIAM H. TROTTER, who being by me duly sworn, says that he is the President of WILLIAM TROTTER 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 the said corporation by its authority duly given. And the said WILLIAM H. TROTTER acknowledged the said writing to be the act and deed of said corporation.

Beggy F. Schmal  
Notary Public

My commission expires: 7/29/85



State of North Carolina, County of Mecklenburg  
The foregoing certificate(s) of Beggy F. Schmal,

is a Notary(~~ies~~) Public of said County and State  
is ~~not~~ certified to be correct. This 10 day of December, 19 82  
Charles E. Crowder, Register of Deeds, By: [Signature] DEPUTY