

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

of \_\_\_\_\_  
a Notary Public for the State of North Carolina  
is ~~xxx~~ certified to be such  
This 28th day of March 19 72

Recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ and Verified  
CHARLES E. CROWDER, Register of Deeds  
By Wanda B. Adams  
Deputy

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PRESENTED  
FOR  
REGISTRATION

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

1972 MAR 28 PM 3 42

SUPPLEMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR VILLAGE OF RAINTREE

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

SECTIONS 1E, and 2F, 2H and 2I

THIS SUPPLEMENRATY DECLARATION to the Declaration of Covenants, Conditions and Restrictions for Village of Raintree Sections 1A through 1D and 2A through 2E is made this 27<sup>th</sup> day of March, 1972, by and between The Ervin Company, a Delaware corporation having a principal place of business located at 4037 East Independence Boulevard, Charlotte, North Carolina (hereinafter referred to as "Developer") and any and all persons, firms or corporations hereafter acquiring any of the within described property.

W I T N E S S E T H :

THAT WHEREAS Developer is the Owner of a subdivision in the County of Mecklenburg, State of North Carolina, known as Village of Raintree, plats of Sections 1A through 1D and 2A through 2E of said Subdivision heretofore having been filed of record in the Mecklenburg Public Registry, and as to which Sections of said Subidvision a Declaration of Covenants, Conditions and Restrictions (hereinafter called "Declaration") dated March 26, 1971, has been filed of record in the Office of Register of Deeds for Mecklenburg County in Book 3282 at Page 205; 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 other property to be developed as part of Raintree, and thereby bring such additional properties within the jurisdiction of Raintree Homeowners Association, Inc., each supplementary declaration to contain such additions or modifications to said Declaration as may be necessary to reflect the different character of the added properties; 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 agrees with any and all persons, firms or corporations hereafter acquiring any of the property hereinbelow described, that the same shall be and is hereby subject to

the Declaration of Covenants, Conditions and Restrictions for Village of Raintree, Sections 1A through 1D and 2A through 2E, to the same extent and degree as if said Declaration was herein set out in its entirety, and further subject, however, to the necessary modifications to said Declaration set forth in Article II below, as to the additional property hereby made subject to said Declaration.

## ARTICLE I

## PROPERTIES SUBJECT TO THIS SUPPLEMENTARY DECLARATION

The additional property which is hereby made subject to said Declaration of March 26, 1971, is more particularly described and shown on boundary surveys of portions of Raintree prepared by Bobby J. Rape, N.C.R.L.S., which surveys are dated and copies thereof recorded in the Mecklenburg Public Registry as indicated below:

<u>Section</u>	<u>Survey Dated</u>	<u>Recorded Map Book</u>	<u>Page</u>
1E	October 15, 1971	15	349
2F	May 21, 1971	16	7
2H	October 15, 1971	16	39
2I	March 1972	16	57

Only the property designated as a single-family residential lot, street, or common area (if any) shown on the Sub-division maps of Raintree as above described are hereby made subject to this Supplementary Declaration and to said Declaration of March 26, 1971.

## ARTICLE II

## ADDITIONAL COVENANTS, EASEMENTS AND RESTRICTIONS

The additional property particularly identified in Article I above made subject to said Declaration of March 26, 1971, as provided in said Article I, 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 a 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 recorded plats of portions of Raintree 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, any Owner who has used the wall may restore it, and if the adjoining Owner thereafter makes use of said wall, such Owner shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions as respects party walls.

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 hereto.

## 2. ACCESS AND COMMON DRIVEWAYS

Section One. Declaration.

Without further assent or permit from Developer or any other person, each Owner shall enjoy the non-exclusive use, benefit and enjoyment of common driveways or other common areas providing access to Owner's Lot provided, however, the common driveway(s) between Owner's Lot and the nearest dedicated street shall be used only by the Owners of Lots served by such connecting roadway for ingress to and egress from the Lot, said driveways to be used for the passage of motor and other vehicles and other lawful purposes in common with Owners of other Lots served by said roadway and further provided, that such use shall not interfere with the passing in and out of vehicles.

Section Two. Maintenance.

The Owner of each Lot upon which any portion of a common driveway is located shall, at Owner's sole expense, maintain and repair that portion of the roadway as may be located upon the Lot. Any part of a common driveway 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 and not in any manner the responsibility of Developer.

## 3. ENCROACHMENT.

Section One. Declaration.

By acceptance of a deed or contract for deed or other conveyance of any interest in or to a Lot subject to this Supplementary Declaration, whether or not it shall be so expressed in any such deed, contract for deed or other conveyance and whether or not Owner shall otherwise consent in writing, Owner shall take each Lot which has a party wall built as a part of the original construction of the improvements made thereon by Developer subject to the right and reciprocal easement of the adjoining Lot Owner 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 secure unto the adjoining Lot Owner 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 Owner's Lot upon completion of initial construction by Developer.

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 PATIO HOUSE LOTS.

No planting or gardening shall be done upon any common area adjoining a Lot upon which a building having a party wall as part of the original construction is or may be constructed except as may be allowed by the Association Board of Directors. It is Developer's intent that the use and enjoyment of all common areas shall inure to the mutual benefit of all Owners within the properties and shall be subject to the Association's control.

ARTICLE III

RATIFICATION OF DECLARATION

Except with respect to the additional property hereby made subject to the Declaration of March 26, 1971, and the modification to said Declaration set forth in Article II above, Developer hereby ratifies and confirms said Declaration.

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.

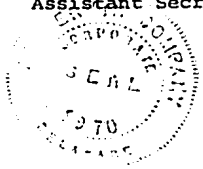
IN WITNESS WHEREOF, Developer has caused this Supplementary Declaration to be duly signed this 27<sup>th</sup> day of March, 1972.

Attest:

THE ERVIN COMPANY

  
Assistant Secretary

By:   
Vice President



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

THIS 28 day of March, 1972,  
personally came before me William S. Michael, who, being  
by me duly sworn, says he is the Vice President of The Ervin  
Company and that the seal affixed to the fore-  
going 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 the 28th day  
of March, 1972.

*Lucinda Merritt*  
NOTARY PUBLIC

My Commission Expires:  
March 22, 1976



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

of Lucinda Merritt,

a Notary Public of said County and State  
is ~~not~~ certified to be correct.  
This 28th day of March 19 72

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

By Wanda B. Adams  
Deputy