

For Registration
Fredrick Smith
Register of Deeds
Mecklenburg County, NC
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Fredrick Smith

drawn by/mail to:
Michael S. Hunter
Kirk, Palmer & Thigpen
1300 Baxter Street, Suite 300
Charlotte, NC 28204

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR RAINTREE PATIO HOMES**

This instrument is executed and certified in accordance with the provisions of Article XIV, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Raintree Patio Homes recorded June 17, 1983 in Book 4677, Page 910 of the Mecklenburg County Public Registry (hereinafter "the Declaration").

STATEMENT OF PURPOSE

The Raintree Patio Homes were established by the Declaration referenced above, and Article XIV, Section 3 of the Declaration sets forth that the Declaration can be amended by an instrument signed by not less than 75% of the Owners. By the signature appearing below, the President of the Association certifies that this Amendment has been approved by the Owners as required by Article XIV, Section 3.

NOW, THEREFORE, Raintree Patio Homes Association does hereby certify the due and proper adoption of the following Amendments to the Declaration originally recorded in Book 4677, Page 910 of the Mecklenburg County Public Registry:

1. *By adding a new Section 10 to Article VII reading as follows:*

"Section 10. Leasing. The Members of the Association and its Board of Directors ("the Board") has deemed it to be in the best interest of Lot Owners to restrict owners' rights to lease their Lots. Such restrictions will, among other things, enhance property values by promoting stability and reducing resident turnover; increasing interest by the Lot Owners in the appearance and maintenance of their Lots; minimizing problems of rule enforcement and vandalism; and ensuring that Lots and Lot Owners qualify for certain mortgage programs.

(a) Notice to Board: Any Lot Owner intending to make a lease of his/her Lot shall give prior written notice to the Board of Directors (or any Managing Agent designated by the Board) of such intention. For purposes of this Section, "lease" is defined as the exclusive or non-exclusive occupancy or license for use of all or any portion of a Lot by any person(s), other than the Lot Owner, for which the Lot Owner receives any consideration or benefit, including but not limited to, a fee, service, property, or gratuity. The required notice shall include a complete copy the proposed lease, and such other information as the Board or its agent shall reasonably require. Notwithstanding the foregoing, a lease to the spouse, former spouse, parent, grandparent, child, grandchild, or sibling of the Lot Owner shall not be considered to be a "lease" for purposes of this Section.

(b) All leases of Lots shall be in writing, utilizing standardized lease forms provided by or approved by the Board or its Managing Agent. The provisions of this Section shall also apply to the renewal of or modification to the terms of any lease of a Lot. No subleasing of a Lot shall be allowed. No Lot shall be leased for transient or hotel purposes, and the minimum initial term of any proposed lease shall not be less than twelve months; the sole exception being during the 120-day period immediately preceding or succeeding the sale of a Lot; occupancy during that 120-day period shall be limited to the buyer(s) and seller(s) of the Lot. All leases must contain a provision that any violation of the Declaration, Bylaws or rules and regulations of the Association by the tenant constitutes a default under the lease, with the landlord's remedy being termination of the lease.

(c) Approval of the Board:

- 1) Within fifteen days after receipt of such notice, the Board or its Managing Agent shall provide the Owner with written notice of its approval or disapproval of the proposed lease. The decision of the Board shall be final and non-appealable, but approval shall not be unreasonably withheld. The Board's approval may be conditioned upon the addition, deletion, or modification of any provision of the proposed lease.
- 2) The Board may withhold approval based upon information gleaned by the Board from any investigative, criminal, or other background reports obtained by or provided to the Board. The procedures for obtaining, and the parameters for reviewing such reports, shall be promulgated by the Board.
- 3) No person aged 18 or above may occupy the property as his/her principal residence unless they are included on the lease as one of the tenants

4) **The Board specifically reserves the right to withhold the approval of any lease which would result in more than six of the Lots being occupied exclusively by persons other than the Lot Owner at any given time.**

5) The failure of the Board to provide written notice to the Lot Owner of its approval or disapproval of the proposed lease within fifteen days of the Owner's notice of its intent to lease shall be deemed an approval of the proposed lease.

(d) The Association may charge reasonable administrative fees to Owners for processing their lease applications or addressing violations of this Section.

(e) Compliance with Declaration, Bylaws, and Rules and Regulations: Compliance with Declaration, By-Laws, and Rules and Regulations: Any Lot Owner leasing his/her Lot shall provide the Tenant with a copy of the Declaration, Bylaws, and Rules and Regulations affecting the community upon execution of the lease; the tenant will be required to sign an acknowledgement that he/she has received a copy of these documents and agrees to abide by their terms. The Lot Owner shall provide the Association with a copy of the signed acknowledgement, and the Tenant shall be bound in all respects by the provisions contained therein.

(f) It shall be a violation of this Section for any Owner to collude with a tenant to terminate any lease under circumstances which the Board determines to be, in the Board's sole discretion, a deliberate attempt by the Owner to circumvent the express requirement that no Lot may be leased for a period shorter than 12 months. In addition, it shall be a violation of this Article for any Owner to list, advertise or offer his/her Lot for a lease period less than 12 months. Any listing, advertisement or offer of any Lot shall affirmatively state that the Lot is listed, advertised, or offered only for a period of 12 months or longer. If any Owner lists, advertises or offers his/her Lot in violation of the restrictions contained herein, each listing or offering shall be considered a separate and continuing violation justifying daily fines in accordance with NCGS §47F-3-107.1.

(g) Notwithstanding anything else to the contrary, no Owner acquiring title to a Lot after the date this Amendment is recorded shall be permitted to rent or lease his/her/its Lot until 24 months have elapsed since the date on which the deed conveying the Lot to such Owner was recorded in the Mecklenburg County Public Registry. In the event that a Lot is leased for any period of time in violation of this mandatory 24-month "waiting period," the waiting period shall be immediately tolled, and any time which elapses while the unapproved lease remains in effect shall not count toward satisfaction of the waiting period described herein.

(h) The restriction on the percentage of allowable leased Lots in Section 10(c) and the 24-month waiting period of Section 10(g) shall not apply to Lot Owners whose Lot is leased as of the date of recordation of this Amendment, but such Lots shall be subject to all other provisions in this Section. This exemption shall remain in effect until fee simple title to the property is transferred by the current Lot Owner, whether such transfer is by deed, inheritance, foreclosure or otherwise. An exclusive schedule of the Lots which are currently leased and falling within this exemption is appended hereto as Exhibit A and incorporated herein by reference.

(i) In no event shall any lease or rental agreement release or relieve a Lot Owner from the obligation to pay regular and special assessments to the Association or maintain the Lot, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement.

(j) Owners shall provide the names of the tenants, the tenants' contact information, a description of the tenants' vehicles, and emergency contact information for the Owner and if the Owner uses a managing agent, contact information for the managing agent. Owners are responsible for informing any managing agent of the requirements of the Declaration, and for ensuring that the managing agent complies on the Owner's behalf.

(k) The Board reserves the right to waive any or all of these restrictions with respect to any particular Lot for exceptional circumstances or if strict enforcement hereof would result in undue hardship to the Owner. Decisions on claimed exceptional circumstances shall be determined on a case-by-case basis and are in the sole discretion of the Board.

(l) Void Transactions: Any violation of these provisions shall subject the Lot Owner to a fixed or daily fine, after notice and an opportunity to be heard, in accordance with N.C.G.S. § 47F-3-107.1."

2. *By striking and deleting Article XIV, Section 3 in its entirety and replacing with the following:*

"Section 3. Amendments. This Declaration may be amended only by the affirmative vote or written agreement (or any combination thereof) of lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated."

The undersigned, being the President of the Association hereby confirms that this Amendment was approved by the requisite percentage of Lot Owners as required by Article XIV, Section 3 of the Declaration. This Amendment will become effective when recorded.

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SIGNATURES APPEAR ON THE FOLLOWING PAGE

RAINTREE PATIO HOMES ASSOCIATION

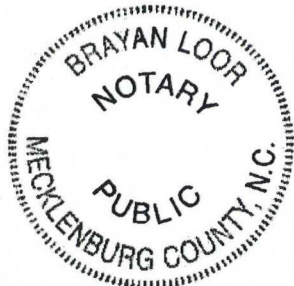
By: David B. Wooten
President

NORTH CAROLINA
MECKLENBURG COUNTY

This 23 day of Nov., 2022, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came David B. Wooten, who, being duly sworn, says that he/she is President of RAINTREE PATIO HOMES ASSOCIATION, a North Carolina nonprofit corporation, and that he/she signed this instrument on behalf of said corporation by its authority duly given; and acknowledged this instrument to be the act and deed of said corporation.

WITNESS my hand and notarial stamp or seal this 23 day of Nov., 2022.

(Notarial Seal)



[Signature]
Notary Public

Brayan Loor
(Print name of Notary Public)

My Commission Expires:

June 19 2026

EXHIBIT A

List of Lots with partial exemption per Section 10(h)

1. 4111 Ivystone Court, Unit B
Charlotte, NC 28277
2. 4101 Ivystone Court, Unit C
Charlotte, NC 28277
3. 4101 Ivystone Court, Unit B
Charlotte, NC 28277
4. 4040 Ivystone Court, Unit D
Charlotte, NC 28277
5. 4131 Ivystone Court, Unit D
Charlotte, NC 28277

