

DEED BOOK PAGE

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FOR
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CHARLES
REGISTER
MECKLENBURG COUNTY
N.C.

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RAINTREE PATIO HOMES

202

Filed for Registration by Declarant

WILLIAM TROTTER COMPANY

on June 17, 1983, and
Recorded in Book 4677 at Pages 910 through 935
in the Office of the Register of Deeds
for Mecklenburg County, North Carolina

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Prepared by: *g MAIL TC*

LOUIS A. BLEDSOE, JR., P.A.
Suite 203, 831 Baxter Street
Charlotte, North Carolina 28202

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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by WILLIAM TROTTER COMPANY, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Providence Township, Mecklenburg County, North Carolina, which is more particularly described on Exhibit A attached hereto and made a part hereof, and desires to create thereon an exclusive residential community of single-family attached residential units to be named Raintree Patio Homes; and

WHEREAS, Declarant is the owner of additional adjoining real property described in Exhibit B attached hereto which Declarant may develop as an additional phase or phases of Raintree Patio Homes; and

WHEREAS, the Declarant desires to insure the attractiveness of the community, to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within the community and to provide for the maintenance and upkeep of the exterior of all residential units and the Limited Common Area, as hereinafter defined; and to this end desires to subject the real property shown upon the attached Exhibit A, together with such additional property described in Exhibit B which may hereafter be dedicated and brought within the coverage of the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property described in Exhibits A and B, and each owner thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in the community and to insure the residents' enjoyment of the specific rights, privileges and easements in the

Limited Common Area, as hereinafter defined, and to provide for the maintenance and upkeep of the exterior of all residential units and the Limited Common Area, to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the Limited Common Area and the exterior of the residential units and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under North Carolina law, Raintree Patio Homes Association, as a non-profit corporation for the purpose of exercising and performing the aforesaid functions;

NOW, THEREFORE, Declarant hereby declares that all of the properties described on Exhibit A attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

Section 1. "Association" shall mean and refer to The Raintree Patio Homes Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described on Exhibit A attached hereto, and such additions thereto as may hereafter be brought within jurisdiction of the Association.

Section 4. "Limited Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners including utility lines, pipes and public roadway medians or similar property. The Limited Common Area to be owned by the Association at the time of the conveyance of the first Lot is described in Exhibit C, attached hereto and made a part hereof.

Section 5. "Lot" shall mean and refer to any parcel of land numerically designated and shown upon any recorded map of the Properties, but shall not include the Limited Common Area.

Section 6. "General Plan" shall mean and refer to documents, plats and surveys depicting the Properties and showing the described uses and purposes of said Properties heretofore submitted by Declarant to the Department of Housing and Urban Development or the Veterans Administration, including those described on Exhibits A and B and referred to in Article III, Section 1 and 2.

Section 7. "Declarant" shall mean and refer to William Trotter Company, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II: PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have the right and easement of enjoyment in and to the Limited Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility or special parking area for boats, recreational vehicles, or the like situated upon the Limited Common Area;

(b) the right of the Association to suspend the voting rights and rights to use of the recreational facilities and water lines by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60

days for any infraction of its published rules and regulations;
and

(c) the right of the Association to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded; provided, however, that a simple majority of the Board of Directors may authorize and execute utility, cablevision, or other such easements.

Section 2. Delegation of Use. (a) Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Limited Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside in the residential unit.

(b) The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence, or a portion of said residence, within the Properties as their principal residence in Mecklenburg County, North Carolina.

(c) Recreational facilities situated upon the Properties may be utilized by guests of Owners, tenants or contract purchasers subject to the rules and regulations of the Association governing said use, as such rules and regulations may be established by its Board of Directors from time to time.

Section 3. Parking Rights. (a) Ownership of each Lot shall entitle the Owner(s) thereof to the use of two (2) automobile parking spaces, which shall be assigned initially to said Owner by the Declarant, together with the right of ingress and egress in and upon said parking area. The Board of Directors of the Association shall have the authority acting in its sole discretion to reassign said parking spaces from time to time as it may determine are in the best interest of the Members.

(b) Parking spaces designated for the exclusive use of visitors to the Properties shall not be used by any Owner for the

parking of his vehicles, but may be used by persons visiting Owners for period not to exceed one week in time.

(c) No campers, trucks, vans, trailers, boats, tractors or recreational vehicles, school buses, commercial trucks or similar vehicles may be parked or kept within the Properties, except at locations specifically designated for such parking by the Association. The Association may make reasonable charges for parking of such vehicles in such designated areas and may in its sole discretion refuse to allow any such parking within the confines of the Properties.

(d) The Board of Directors of the Association may make such reasonable rules and regulations as it may elect with respect to the parking of vehicles as aforesaid and may amend and vary the requirements of (b) and (c) above without the consent of the Members of the Association.

ARTICLE III: PROPERTY SUBJECT TO THIS DECLARATION
AND WITHIN THE JURISDICTION OF
THE RAINTREE PATIO HOMES ASSOCIATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the Association, is located in Providence Township, Mecklenburg County, North Carolina, and more particularly described on Exhibit A attached hereto and made a part hereof by reference.

Section 2. Additions to Existing Property. Additional land may be brought within the scheme of this Declaration and the jurisdiction of the Association in the following manner:

(a) Additional land within the area described in the metes and bounds description attached hereto as Exhibit B and incorporated herein by reference may be annexed to the existing property by Declarant, in future stages of development, without the consent of the Association or its Members, provided that said annexations must occur within six years after the date of the recording of this instrument; and provided that the FHA and VA

determine that the annexation is in accord with the general plan heretofore approved by them.

(b) The additions authorized under subsection (a) above shall be made by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions with respect to the additional Properties to be annexed under the scheme of this Declaration. Such annexation shall extend the jurisdiction of the Association to such Properties and thereby subject such additions to the benefits, agreements, restrictions and obligations set forth herein, including, but not limited to, assessments as herein determined, to pay for the Association's expenses.

ARTICLE IV: MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership as follows:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on May 31, 1987; provided, however, Class B membership will be reinstated if at any

time prior to May 31, 1987, Declarant annexes additional property pursuant to the terms hereof. In such event, all Lots within the annexed property shall acquire Class B status until converted into Class A status as provided herein.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Limited Common Area, the exterior of the residential units, and any other facilities or amenities which are the responsibility of the Association.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seven Hundred Twenty and No/100 Dollars (720.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by the Board of Directors not more than 7½% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 7½% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum provided for therein.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article V shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or quarterly basis and shall be paid to the collection agency as directed by the Board of Directors; provided, however, for any Lots not described in Exhibit A which may hereafter be brought within the jurisdiction of the Association, the annual assessment on said Lots shall be twenty-five (25%) percent of the said annual assessment so long as

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such Lots are owned by the Declarant and are not occupied as a bona fide residence.

Section 6. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Limited Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% percent per annum (or the highest permissible lawful rate, whichever is less). The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the affected Lot and charge the costs, including attorneys fees, to the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Limited Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from

liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI: ARCHITECTURAL CONTROL

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 Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by said Board, (said committee being hereinafter referred to as the "Architectural Control Committee").

ARTICLE VII: GENERAL RESIDENTIAL COVENANTS

Section 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 attached single-family dwelling unit not to exceed two and one-half stories in height.

Section 2. Dwelling Cost, Quality and Size. No dwelling unit shall be permitted on any Lot at a cost to the purchaser of less than \$40,000.00 (inclusive of the cost of said Lot and a pro-rata share of the Limited Common Area) based upon cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose of this covenant to assure that all dwelling units 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 located on a Lot, exclusive of one-story open porches and garages, shall not be less than 900 square feet for a one-story dwelling and not less than 450 square feet for a dwelling of more than one-story.

Section 3. Nuisances. No activity deemed noxious or offensive by the Architectural Control Committee shall be carried on upon any Lot or within the Limited Common Area, 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. Examples of such offensive activities shall include, but not be limited to, the origination or emission of any loud or disturbing noise or vibrations, the maintenance of an auto repair site, the maintenance of unsightly outdoor storage of personal property (including toys, motorcycles or other motor vehicles, tricycles, bicycles, wood piles or other miscellaneous items) on porches, patios, terraces or yards, or similar unsightly activity not in keeping with the aesthetic character and high level of appearance of the community. The Architectural Control Committee, with the approval of the Board of Directors, may establish reasonable rules and regulations for enforcing the provisions of this Section 3.

Section 4. Parking of Vehicles. No commercial truck, school bus, camper trailer, recreation vehicle, or 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, parking space or in the Limited Common Area except as allowed in Article II, Section 3 of these Covenants.

Section 5. Signs. No sign shall be displayed to the public view on any Lot except one professional sign an area of not more than one square foot, one sign with an area of not more than four square feet advertising the property for sale or rent, or signs used by the Declarant or its assigns to advertise newly constructed units for sale during the construction and sales period.

Section 6. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot; provided, however, 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 pets themselves do not create a nuisance as determined by the Board of Directors or its designated committee in which case the nuisance will immediately be abated upon request of said Board of Directors or its designated committee.

Section 7. 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, leash or other means of adequate physical control.

Section 8. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage, or other waste shall be stored in sanitary containers in accordance with the rules and regulations of any health or public safety authority having jurisdiction over the property. All incinerators or other equipment shall be kept in clean and sanitary condition. No trash, garbage or other waste may be placed within the Limited Common Area, except in containers approved by the Board of Directors.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot or within the Limited Common Area. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or within the Limited Common Area.

ARTICLE VIII: EASEMENTS

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Easements for installation and maintenance of drive-ways, walkways, parking areas, water lines, gas lines, telephone lines, electric power lines, sanitary sewer and storm drainage facilities, cable television lines and equipment, and for other utility installations are reserved as shown on the recorded plats of the property. The Association may reserve and grant easements for the installation and maintenance of sewerage, utility, cable television and drainage facilities, over the Properties as provided in Article II Section 1(c) of this Declaration. Within any such easements above provided for, no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. In addition, the Association, in its sole discretion, shall have the continuing right and easement to maintain any or all necessary sewer and water lines located on the Lots.

Every portion of a Lot and each single-family attached residential unit constructed thereon and contributing to the support of an abutting residential unit shall be burdened with an easement of support for the benefit of such abutting residential unit. Further, all attachments to the exterior walls of a residential unit which are a part thereof but which protrude beyond the delineated boundaries of the Lot upon which the dwelling is located, and which were constructed in conformity with the plans and specifications, shall be deemed to be included within said delineated boundaries and there is hereby reserved an easement to permit the construction of and continued existence of any such protruding attachment.

In addition to landscaping, maintenance and repair of the Limited Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for walls, roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, and other exterior improvements, including grass and other vegetation in those portions of each Lot lying outside of the resident building and patio. Such exterior maintenance shall not include glass surfaces and each Owner shall be required to maintain his own glass and his own patio, deck and fence. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right of unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event that the need for maintenance, repair or replacement is caused through the willful, or negligent act of the Owner, his family guest, or invitees, the cost of such maintenance, repair or replacements incurred by the Association shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE X: INSURANCE

Each Owner shall secure and maintain in full force and effect at such Owner's expense, one or more insurance policies insuring Owner's Lot and the improvements thereon for the full replacement value thereof against loss or damage from all hazards and risks normally covered by a standard "Extended Coverage" insurance policy, including fire and lightning, vandalism and malicious mischief.

Each Owner, at such Owner's expense, shall secure and maintain in full force and effect a policy of comprehensive personal liability insurance for damage to the person or property of others occurring on Owner's Lot in an amount not less than One

Hundred Thousand Dollars (\$100,000.00) or in such greater amount as shall be determined by a simple majority vote of the Owners of Lots in the Properties. Such policy shall name the Association as an additional insured. Owner shall provide the Association with satisfactory evidence that such insurance as herein required is in full force and effect and the Association will be given thirty (30) days notice prior to the expiration or cancellation of any 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 representatives, secure and maintain such insurance coverage for Owner's benefit, and the cost or expense thereof shall be deemed a special assessment levied by the Association against Owner and Owner's Lot in accordance with the other provisions of this Declaration, and Owner covenants and agrees to pay to the Association such special assessment upon demand.

This insurance provision may be modified or amended to substitute one comprehensive insurance policy covering all units provided the approval by three fourths (3/4) of the Owners and holders of first deeds of trust on the Lots is obtained. Such approvals shall be in writing but need not be acknowledged and shall be attached to an amendment to this Declaration which amendment shall be executed only by the Association and recorded in the Mecklenburg Public Registry.

ARTICLE XI: INTERIOR MAINTENANCE

Each Owner shall maintain, repair and replace at his expense all interior portions of the improvements on his Lot which shall need repair, including patios, fencing and decks located on the Lot, if any, and all bathroom and kitchen fixtures, light fixtures or other electrical or plumbing equipment, pipes and fittings serving an Owner's unit which are located in a party wall, if any. Further, each Owner shall repair, maintain and replace at his own expense when necessary the heating and air

conditioning systems serving his dwelling unit, whether located on his Lot or in the Limited Common Area adjacent to the Lot.

ARTICLE XII: PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwelling units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. 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 other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, 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 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this

Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XIII: PARKING

Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two (2) vehicle parking spaces for each dwelling.

ARTICLE XIV: GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity to restrain violation or to recover damages against any person or persons violating or attempting to violate any covenant contained herein. In the event that suit is brought by the Association or an Owner to enforce any covenant of this Declaration, 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 in addition to any damages awarded by the Court.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and

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thereafter by an instrument signed by not less than seventy-five (75%) percent of the Owners. Any amendment to this Declaration shall not be effective until first recorded in the land records of Mecklenburg County, North Carolina.

Section 4. Annexation.

(a) Any or all of the Properties described in Exhibit B attached hereto and made a part hereof may be annexed under the coverage of this Declaration pursuant to Section 2 of Article III hereof by the filing in the Office of the Register of Deeds of Mecklenburg County of a Supplemental to Declaration of Covenants, Conditions and Restrictions so describing said property, subject only to approval pursuant to Section 5 hereunder.

(b) Additional residential property and Limited Common Area not described in Exhibit B may be annexed to the Properties by the Association upon the consent and approval of two-thirds of each class of membership of the Association.

Section 5. HUD/VA Approval. So long as there is a Class B membership, the annexation of additional Properties, dedication of Limited Common Area, and amendment of this Declaration shall require the prior approval of the United States Department of Housing and Urban Development or the Veterans Administration.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed and sealed this 15th day of June, 1983.

[CORPORATE SEAL]

WILLIAM TROTTER COMPANY

ATTEST:

[Signature]
Secretary

By: [Signature]
President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 15th day of June, 1983, personally appeared before me, WILLIAM H. TROTTER, who being by me duly sworn, says that his 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.

Peggy F. Schmal
Notary Public

My Commission Expires: 7/29/85

[Notarial Seal].

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

a Notary ~~(xxx)~~ Public of _____ said _____ County and State
is ~~xxx~~ certified to be correct. This 17 day of June, 19 83,
Charles E. Crowder, Register of Deeds, By: Mary L. Rice
DEPUTY,

See Pages 930-935

EXHIBIT A TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

RAINTREE PATIO HOMES

Legal Description of Property Subject to Restrictions

BEING all of that certain tract or parcel of land lying, being and situate in Providence Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

TRACT I:

BEGINNING at the intersection of the southerly right-of-way margin of Rounding Run Road and the westerly right-of-way margin of Ivestone Court (see map recorded in Map Book 16 at Page 39 in the Mecklenburg County Public Registry); thence from said beginning point with the westerly right-of-way margin of Ivestone Court three (3) courses and distances as follows: (1) South 27-42-16 East 140.00 feet to a point; (2) following the arc of a circular curve to the right having a radius of 136.79 feet an arc distance of 122.36 feet to a point; and (3) South 23-32-44 West 45.00 feet to a point; thence North 66-27-16 West 257.82 feet to a point in the easterly right-of-way margin of Woods End Lane (sixty foot right-of-way); thence with the easterly right-of-way margin of Woods End Lane two (2) courses and distances as follows: (1) following the arc of a circular curve to the left having a radius of 131.52 feet an arc distance of 93.64 feet to a point and (2) North 08-44-19 East 52.02 feet to a point marking the intersection of the easterly right-of-way margin of Woods End Lane and the southerly right-of-way margin of Rounding Run Road; thence with the southerly right-of-way margin of Rounding Run Road two (2) courses and distances as follows: (1) following the arc of a circular curve to the left having a radius of 171.91 feet an arc distance of 79.85 feet to a point and (2) North 62-17-44 East 62.98 feet to the point and place of BEGINNING, all as shown on that certain plat of survey entitled "Raintree Patio Homes-Phase I" dated April 5, 1982 prepared by Pharr & Associates, P.A. (V-248).

TRACT II:

To find the point and place of beginning, begin at the intersection of the southerly right-of-way margin of Rounding Run Road and the westerly right-of-way margin of Ivestone Court as shown on a map recorded in Map Book 16 at Page 39 in the Mecklenburg County Public Registry; thence in a southerly direction follow the westerly right-of-way margin of Ivestone Court as shown on said map six (6) courses and distances as follows: (1) South 27-42-16 East 140.00 feet to a point; (2) following the arc of a circular curve to the right having a radius of 136.79 feet an arc distance of 122.36 feet to a point; (3) South 23-32-44 West 45.00 feet to a point; (4) South 23-32-44 West 73.77 feet to a point; (5) following the arc of a circular curve to the right having a radius of 50.0 feet an arc distance of 23.79 feet to a point; (6) following the arc of a

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circular curve to the left having a radius of 40.0 feet an arc distance of 108.47 feet to the point and place of BEGINNING;

Thence from said point of BEGINNING South 48-47-16 East 12.33 feet to a point; thence in a southwesterly direction following the arc of a circular curve to the right having a radius of 45.52 feet an arc distance of 57.47 feet to a point; thence South 23-32-44 West 23.25 feet to a point; thence in a southerly direction following the arc of a circular curve to the left having a radius of 124.7 feet an arc distance of 77.97 feet to a point; thence in a westerly direction following the arc of a circular curve to the right having a radius of 256.74 feet an arc distance of 152.25 feet to a point; thence North 72-18-16 West 134.09 feet to a point in a line of The Downs Grant Subdivision as shown on a map recorded in Map Book 19 at Page 155 in said Registry; thence with the line of The Downs Grant Subdivision as shown on said recorded map South 04-47-01 East 249.47 feet to a point; thence North 85-20-14 East 362.13 feet to a point; thence North 21-39-11 West 157.64 feet to a point; thence in an easterly direction following the arc of a circular curve to the left having a radius of 146.66 feet an arc distance of 10.76 feet to a point; thence North 19-12-16 West 27.91 feet to a point; thence in a northeasterly direction following the arc of a circular curve to the right having a radius of 79.7 feet an arc distance of 59.47 feet to a point; thence North 23-32-44 East 23.25 feet to a point; thence in a northwesterly direction following the arc of a circular curve to the left having a radius of 90.52 feet an arc distance of 114.28 feet to a point; thence North 48-47-16 West 12.33 feet to a point in the easterly right-of-way margin of Iveystone Court; thence with the margin of Iveystone Court in a southwesterly direction following the arc of a circular curve to the right having a radius of 40.0 feet an arc distance of 47.79 feet to the point and place of BEGINNING, all as shown on the plat entitled "Raintree Patio Homes-Phase I" dated April 5, 1982 prepared by Pharr & Associates, P.A. (V-248).

EXHIBIT B TO

4677 0932

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

RAINTREE PATIO HOMES

Legal Description of Other Real Property Which
May be subject to Restrictions

BEING all that certain tract or parcel of land lying, being and situate in Providence Township, Mecklenburg County, North Carolina, and more particularly described as follows:

BEGINNING at an iron marking the point of intersection of the easterly margin of the right-of-way of Woods End Lane, as extended, (a 60' right-of-way), and the southerly margin of the right-of-way of Rounding Run Road, as extended, (a 60' right-of-way), and running thence from said BEGINNING point with the southerly margin of the right-of-way of Rounding Run Road in two (2) courses and distances as follows: (1) in an easterly direction with the arc of a circular curve to the left having a radius of 171.91 feet an arc distance of 79.85 feet to an iron; and, (2) North 62-17-44 East 62.98 feet to a concrete monument at the point of intersection of the southerly margin of the right-of-way of Rounding Run Road and the westerly margin of the right-of-way of Ivystone Court (see map recorded in Map Book 16, Page 39); thence with the westerly margin of the right-of-way of Ivystone Court in seven (7) courses as follows: (1) South 27-42-16 East 140.0 feet to an iron; (2) in a southerly direction with the arc of a circular curve to the right having a radius of 136.79 feet an arc distance of 122.36 feet to an iron; (3) South 23-32-44 West 118.77 feet to an iron; (4) in a southwesterly direction with the arc of a curve to the right having a radius of 50 feet an arc distance of 23.79 feet to an iron; (5) with the arc of a circular curve to the left having a radius of 40 feet an arc distance of 163.73 feet to an iron; (6) in a northerly direction with the arc of a circular curve to the right having a radius of 50.0 feet an arc distance of 23.79 feet to an iron; and (7) North 23-32-44 East 38.77 feet to an iron, a corner of Raintree, Section 2-M, as shown on map thereof recorded in Map Book 17, at Page 127 in the Office of the Register of Deeds for Mecklenburg County, North Carolina; thence with three (3) lines of the property shown on the aforesaid map recorded in Map Book 17, at Page 127 as follows: (1) South 66-27-16 East 95.0 feet to an iron; (2) North 58-33-39 East 131.83 feet to an iron; and (3) South 31-26-21 East 120.54 feet to an iron; thence South 04-28-06 West 214.83 feet to an iron; thence South 37-46-29 West 180.0 feet to an iron; thence South 85-20-14 West 439.13 feet to an iron in the easterly line of the property known as Downs Grant as shown on map thereof recorded in Map Book 19, at Page 155 in the Office of the Register of Deeds for Mecklenburg County, North Carolina; thence with the easterly line of the property shown on the aforesaid map recorded in Map Book 19, at Page 155, North 04-47-01 West 594.38 feet to an iron in

the southeasterly margin of the right-of-way of Woods End Lane; thence with the margin of the right-of-way of Woods End Lane in two (2) courses as follows: (1) in a northeasterly direction with the arc of a circular curve to the left having a radius of 131.52 feet an arc distance of 175.55 feet to an iron; and (2) North 08-44-19 East 52.02 feet to an iron, the point and place of BEGINNING; and, CONTAINING 7.237 acres, all as shown on survey of R. B. Pharr & Associates, dated April 9, 1981.

EXHIBIT C TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

RAINTREE PATIO HOMES

Description of Limited Common Areas

BEING all that certain tract or parcel of land lying, being and situate in Providence Township, Mecklenburg County, North Carolina, and more particularly described as follows:

TRACT I:

BEGINNING at the intersection of the southerly right-of-way margin of Rounding Run Road and the westerly right-of-way margin of Ivestone Court (see map recorded in Map Book 16 at Page 39 in the Mecklenburg County Public Registry); thence from said beginning point with the westerly right-of-way margin of Ivestone Court three (3) courses and distances as follows: (1) South 27-42-16 East 140.00 feet to a point; (2) following the arc of a circular curve to the right having a radius of 136.79 feet an arc distance of 122.36 feet to a point; and (3) South 23-32-44 West 45.00 feet to a point; thence North 66-27-16 West 257.82 feet to a point in the easterly right-of-way margin of Woods End Lane (sixty foot right-of-way); thence with the easterly right-of-way margin of Woods End Lane two (2) courses and distances as follows: (1) following the arc of a circular curve to the left having a radius of 131.52 feet an arc distance of 93.64 feet to a point and (2) North 08-44-19 East 52.02 feet to a point marking the intersection of the easterly right-of-way margin of Woods End Lane and the southerly right-of-way margin of Rounding Run Road; thence with the southerly right-of-way margin of Rounding Run Road two (2) courses and distances as follows: (1) following the arc of a circular curve to the left having a radius of 171.91 feet an arc distance of 79.85 feet to a point and (2) North 62-17-44 East 62.98 feet to the point and place of BEGINNING, all as shown on that certain plat of survey entitled "Raintree Patio Homes-Phase I" dated April 5, 1982 prepared by Pharr & Associates, P.A. (V-248).

TRACT II:

To find the point and place of beginning, begin at the intersection of the southerly right-of-way margin of Rounding Run Road and the westerly right-of-way margin of Ivestone Court as shown on a map recorded in Map Book 16 at Page 39 in the Mecklenburg County Public Registry; thence in a southerly direction follow the westerly right-of-way margin of Ivestone Court as shown on said map six (6) courses and distances as follows: (1) South 27-42-16 East 140.00 feet to a point; (2) following the arc of a circular curve to the right having a radius of 136.79 feet an arc distance of 122.36 feet to a point; (3) South 23-32-44 West 45.00 feet to a point; (4) South 23-32-44 West 73.77 feet to

a point; (5) following the arc of a circular curve to the right having a radius of 50.0 feet an arc distance of 23.79 feet to a point; (6) following the arc of a circular curve to the left having a radius of 40.0 feet an arc distance of 108.47 feet to the point and place of BEGINNING;

Thence from said point of BEGINNING South 48-47-16 East 12.33 feet to a point; thence in a southwesterly direction following the arc of a circular curve to the right having a radius of 45.52 feet an arc distance of 57.47 feet to a point; thence South 23-32-44 West 23.25 feet to a point; thence in a southerly direction following the arc of a circular curve to the left having a radius of 124.7 feet an arc distance of 77.97 feet to a point; thence in a westerly direction following the arc of a circular curve to the right having a radius of 256.74 feet an arc distance of 152.25 feet to a point; thence North 72-18-16 West 134.09 feet to a point in a line of The Downs Grant Subdivision as shown on a map recorded in Map Book 19 at Page 155 in said Registry; thence with the line of The Downs Grant Subdivision as shown on said recorded map South 04-47-01 East 249.47 feet to a point; thence North 85-20-14 East 362.13 feet to a point; thence North 21-39-11 West 157.64 feet to a point; thence in an easterly direction following the arc of a circular curve to the left having a radius of 146.66 feet an arc distance of 10.76 feet to a point; thence North 19-12-16 West 27.91 feet to a point; thence in a northeasterly direction following the arc of a circular curve to the right having a radius of 79.7 feet an arc distance of 59.47 feet to a point; thence North 23-32-44 East 23.25 feet to a point; thence in a northwesterly direction following the arc of a circular curve to the left having a radius of 90.52 feet an arc distance of 114.28 feet to a point; thence North 48-47-16 West 12.33 feet to a point in the easterly right-of-way margin of Iveystone Court; thence with the margin of Iveystone Court in a southwesterly direction following the arc of a circular curve to the right having a radius of 40.0 feet an arc distance of 47.79 feet to the point and place of BEGINNING, all as shown on the plat entitled "Raintree Patio Homes-Phase I" dated April 5, 1982 prepared by Pharr & Associates, P.A. (V-248).

LESS THAN AND EXCEPTING, HOWEVER, that certain property designated as Lots 1 through 3, inclusive, and Lots 12 through 23, inclusive, as shown on the aforementioned plat by R. B. Pharr & Associates, reference to said plat being hereby made for a more particular description of said lots.

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG)

I, Charles E. Crowder, Register of Deeds for aforesaid County and State, hereby certify that the foregoing is a true copy of

Declaration of Restrictions
and Covenants

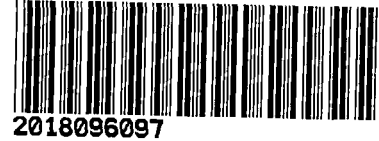
as the same is found recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina, in Book 4677, Page 910.

WITNESS my hand and Official Seal, this the 27th day of June, 1982.

Charles E. Crowder
CHARLES E. CROWDER, REGISTER OF DEEDS
By: Marlene Wisi
Deputy

FOR REGISTRATION
 Fredrick Smith
 REGISTER OF DEEDS
 Mecklenburg County, NC
 2018 JUL 31 11:39:09 AM
 BK: 32870 PG: 113-115
 FEE: \$26.00
 INSTRUMENT # 2018096097

BAKERFR



2018096097

<p>drawn by/return to: Michael S. Hunter Horack, Talley, Pharr & Lowndes, PA 2600 One Wells Fargo Center 301 S. College Street Charlotte, NC 28202-6006 ROD box #194</p>	<p>STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG</p>
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**AMENDMENT TO THE DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 RAIN TREE 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 a written 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:

JUL 23 2018

1. A new provision is added to Article V, Section 3 as follows:

“(d) Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a special assessment (“Special Assessment”) for the purpose of defraying, in whole or in part, the cost of the construction, reconstruction, repair or replacement of the Common Areas, or the cost of performing any other duty which the Association is charged with pursuant to this Declaration, including but not limited to exterior maintenance of Lots or any improvements located thereon or contributions to reserve accounts. Any Special Assessment levied pursuant to this paragraph (d) must be approved by the vote or written consent of at least sixty-seven percent (67%) of the members voting in person or by proxy at any meeting of the Association (or by written ballot in lieu of a meeting). Special Assessments shall be payable on due dates and on terms as specified by the Board.”

IN WITNESS WHEREOF, the undersigned, being the President of the Association, pursuant to the authority vested in him/her under the Declaration and By-Laws of the Association, does hereby certify the proper ratification of this Amendment to the Declaration as set forth above, and sets his/her hand and seal below.

RAINTREE PATIO HOMES ASSOCIATION

By: David B. Wooten, President

JUL 23 2018

NORTH CAROLINA
MECKLENBURG COUNTY

This 21 day of July, ²⁰¹⁸~~2017~~, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came David Barton Wooten, who, being duly sworn, says that he/she is _____ President of Raintree Patio Homes Association, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he/she signed and sealed said instrument on behalf of said corporation by its authority duly given; and the said David Barton Wooten acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and notarial stamp or seal this 21 day of July, ²⁰¹⁸~~2017~~.

Jacob Jaskiernia
Notary Public

My commission expires:

September 18, 2018
(Notarial Seal)

