

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for  
GOLFVIEW AT RAINTREE

THIS DECLARATION is made this 28<sup>th</sup> day of November, 1990, by PORTRAIT HOMES CONSTRUCTION CO., an Illinois corporation, (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property in Charlotte, Mecklenburg County, North Carolina, shown on recorded maps of GOLFVIEW AT RAINTREE, which is more particularly described in Article I below, and desires to create thereon an exclusive residential community of single-family attached residential units to be named GOLFVIEW AT RAINTREE; and

WHEREAS, 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, to 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 below, 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, GOLFVIEW AT RAINTREE HOMEOWNERS 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 in Article I, Section 1 below, and such additions thereto as may be hereafter made pursuant to Article I, Section 2 hereof, 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

PROPERTIES SUBJECT TO THIS DECLARATION

Section One: Existing Property. The 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 Charlotte, Mecklenburg County, North Carolina, and is described as follows:

Being all of the property shown on the map recorded in Map Book 24 at Page 85 and Map Book 24 at Page 86 in the Mecklenburg County Public Registry.

MAIL TO:

PORTRAIT HOMES CONST. CO.  
8001 RAINTREE LANE  
CHARLOTTE, NC 28277

DRAWN BY AND MAIL TO:  
PARHAM HELMS & KELLAM  
1329 E. 1ST NORTHEAST ST.  
CHARLOTTE, N.C. 28204

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

(a) Additional land within the area described in the metes and bounds description attached hereto as Exhibit A and incorporated herein by reference may be annexed to the existing property by Declarant, in future stages or development, without the consent of any other lot owner or owners, provided that said annexations must occur within six (6) years after the date of this instrument. Declarant may remove all or any property from the Exhibit A description prior to its annexation by filing a written declaration of removal in the Mecklenburg County Public Registry;

(b) The additions authorized under Subsection (a) above shall be made by filing a record Annexation to Declaration of Covenants, Conditions and Restrictions with respect to the additional properties, which shall extend the scheme of this Declaration to such properties and thereby subject such additions to the benefits, agreements, restrictions and obligations set forth herein.

## ARTICLE II

### DEFINITIONS

Section One. "Association" shall mean and refer to GOLFBVIEW AT RAINTREE HOMEOWNERS ASSOCIATION, its successors and assigns.

Section Two. "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 any interest merely as security for the performance of an obligation.

Section Three. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section Four. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Limited Common Area and shall include all improvements thereon.

Section Five. "Declarant" shall mean and refer to PORTRAIT HOMES CONSTRUCTION CO., its successors and assigns, if such successors or assigns should acquire all of the Declarant's interest in the Properties.

Section Six. "Limited Common Area" shall mean all real property owned by the Homeowners Association for the common use and enjoyment of the owners. Limited Common Areas, with respect to the property subject to this Declaration, shall be shown on the various plats of GOLFBVIEW AT RAINTREE recorded or to be recorded in the Mecklenburg Public Registry and designated thereon as "Limited Common Areas," or "Common Areas," but shall exclude all lots as hereinafter defined and all public streets shown thereon. "Limited Common Area" shall include all private streets shown on said plats as now recorded or shall be hereinafter recorded in the Mecklenburg Public Registry. The Limited Common Area to be owned by the Association at the time of the conveyance of the first lot is more particularly shown on the plat(s) of the properties to be recorded in the Mecklenburg Public Registry.

## ARTICLE III

### PROPERTY RIGHTS

Section One. Owners' Easements of Enjoyment. Every Owner shall have a 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 provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Limited Common Area;
- (b) The right of the Association to suspend the voting rights and right of use of the recreational facilities by an Owner for any period not to exceed sixty (60) days for any infraction of its published rules and regulations;

- (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 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;

- (d) The right of individual owners to the exclusive use of parking spaces as provided in this Article;
- (e) The right of the Association to limit the number of guests of Members;
- (f) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Limited Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said Properties shall be subordinate to the rights of the homeowners hereunder;
- (g) The right of the Association to adopt, publish, and enforce rules and regulations as provided in Article IX;
- (h) The right of the Association to enter any lot in order to perform any maintenance, alteration, or repair required herein to be performed by the Association and the Owner of such lot shall permit the Association or its representative to enter for such purpose at reasonable times and with reasonable advance notice;
- (i) The right of the Association or its representative to enter any lot in the case of any emergency threatening such lot or any other lot for the purpose of remedying or abating the cause of such emergency. Such right of entry shall be immediate.

Section Three. Title to the Limited Common Area. The Declarant hereby covenants for himself, his heirs and assigns, that he will convey fee simple title to the Limited Common Area to the Association, free and clear of all encumbrances and liens; prior to the conveyance of the first Lot, except utility and storm drainage easements.

Section Four. Parking Rights. 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 areas. The Association may assign vehicle parking spaces for each dwelling.

Section Five. TV Antennas and Cablevision. The Association may provide one or more central television antennas for the convenience of the Members and may supply cablevision and the cost of these may be included in annual or special assessments. Provided, however, that in no event may any antenna erected by the Association be a receiving dish antenna.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

Section One. 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 Two

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) 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 Class A membership equal the total votes outstanding in Class B membership; or
- (b) on October 1, 1993.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section One. 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: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special 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, cost 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 fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section Two. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement and maintenance of the Limited Common Areas and of the exterior of the dwellings, including the maintenance, repair, and reconstruction of private streets, driveways, walks, and parking areas situated on the Limited Common Area, such maintenance to include the cutting and removal of weeds and grass, the removal of trash and rubbish, or any other maintenance, and for the exterior maintenance of the residences situated upon the Properties as hereinafter provided, for the use and enjoyment of the Limited Common Area, including, but not limited to, the cost of repairs, replacements, and additions; the cost of labor, equipment, materials, management, and supervision; the payment of taxes and public assessments assessed against the Limited Common Area; the procurement and maintenance of insurance in accordance with this Declaration; the employment of attorneys to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements; including, without limiting the generality of the foregoing, roofs, paving, and any other major expense for which the Association is responsible, and such other needs as may arise.

Section Three. Reserves. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the limited common areas and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

Section Four.      Maximum Annual Assessment.      Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum monthly assessment shall be Seventy-five and 50/100 Dollars (\$75.50) 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 effective January 1 of each year without a vote of membership, but subject to the limitation that any such increase shall not exceed the greater of five percent (5%) or the percentage increase in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for all cities over preceding twelve (12) month period which evolved in October.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, or until increased as provided for in (b) or (c) below, whichever last occurs, the maximum monthly assessment may be increased above the increase permitted in Section 4(a) above 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, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.
- (c) The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

Section Five.      Special Assessment for Capital Improvements.      In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Limited Common Area, and in connection with exterior maintenance, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section Six.      Notice and Quorum for any Action Authorized Under Section Four and Five.      Written notice of any meeting called for the purpose of taking any action authorized under Section Four or Five shall be sent to all Members no less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the 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 sixty (60) days following the preceding meeting.

Section Seven.      Uniform Rate of Assessment.      Both annual and special assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all Lots and shall be collected on a monthly basis. Provided, however, that the assessment for Lots owned by Declarant which are not occupied as a residence, may be a lesser amount as fixed by the Board of Directors of the Association, but shall not be less than twenty-five percent (25%) of the regular assessments for other Lots.

Section Eight.      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. Such annual assessments shall be paid ratably on a monthly basis. 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 office of the Association setting forth whether the assessments on a specified Lot have been paid.

Section Nine.      Effect of Nonpayment of Assessments: Remedies of the Association. A late charge of Fifteen and No/100 Dollars (\$15.00) shall be added to any assessment not paid within fifteen (15) days after the due date, together with interest from the due date at six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and in either event interest, costs, and reasonable attorney's fees of any such action shall be added to the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section Ten.      Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or tax 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 such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section Eleven.      Exempt Property. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section Twelve.      Working Capital Fund. At the time of closing of the sale of each unit, a sum equal to at least two months' assessment for each unit shall be collected and transferred to the Association to be held as a working capital fund. The purpose of said fund is to insure that the Association Board will have adequate cash available to meet unforeseen expenses, and to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund shall not be considered advance payment of regular assessments.

Section Thirteen.      Scope of Article V. The provisions of Article V of this Declaration are not applicable to Assessments due Raintree Homeowners Association, Inc.

## ARTICLE VI

### EXTERIOR MAINTENANCE AND PARTY WALLS

Section One. In addition to maintenance of the Limited Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint and/or stain the exterior of the townhouses, repair, replace and care for roofs, exterior building surfaces, trees, shrubs, grass, walks, mailboxes, fences installed by Declarant or the Association, exterior post lights (excluding electricity therefor), and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Further, the Owner of any Lot may at his election plant trees, shrubs, flowers, and grass in his rear yard and may also maintain portions or all of his rear yard, provided that such maintenance by the Owner does not hinder the Association in performing its maintenance of the exterior of the house and the remaining yard spaces. No such maintenance by a Lot Owner shall reduce the assessment payable by him to the Association. The Owner shall not plant any vegetation in the front yard except with the prior written approval of the Association.

(As a matter of information to future Members of the Association, the developers wish to make it known that due to differing amounts of exposure to the elements and other factors, some dwellings may require more maintenance than

others and that it is in the best interest of the entire Association that all units be properly maintained and that the Association shall be required to provide such maintenance provided for herein and make a uniform charge without regard to the actual cost of maintenance of each dwelling.)

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. The Association is hereby granted an easement right of access to go upon any Lot for performance of repairs or maintenance, the responsibility of which is the Association's hereunder.

#### Section Two. Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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 VII

#### ARCHITECTURAL CONTROL

No building, fence, signs, 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 or painting or the exterior and type of exterior finish) be made, except in exceptional cases, when in such case, three copies of the plans and specifications showing the nature, kind, shape, height, materials, 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 committee composed of three (3) or more representatives appointed by the Board (said committee being hereinafter referred to as the "Architectural Control Committee"). Once a proposed improvement has been approved by the Architectural Control Committee, the Architectural Control Committee shall send two copies of its approval and the plans and specifications for the proposed improvement to the Architectural Committee of Raintree Homeowners Association, Inc. for approval, in accordance with Sections One and Two of Article V of the Declaration of Covenants, Conditions, and Restrictions recorded in Book 3282 at Page 205 of the Mecklenburg Public Registry. Absent such approval, the proposed improvement may not be commenced.

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 Board of Directors or the Architectural Control Committee, said Board of Directors or the 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 Board of Directors or the Architectural Control Committee shall be in accordance with the requirements set forth hereafter.

#### ARTICLE VIII

##### INSURANCE

Section One. Insurance coverage on the Property shall be governed by the following provisions:

(a) Ownership of Policies. All insurance policies upon the Properties shall be purchased by the Association for the benefit of all the Association and the Owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Owners. Owners may, at their option, obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense and such other coverage as they may desire.

(b) Coverage. All buildings and improvements upon the land and all personal property of the Association included in the Limited Common Areas and facilities shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land; and

(iii) Such policies shall contain clauses providing for waiver of subrogation.



(c) Liability. Public liability insurance shall be secured by the Association with limits of liability of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.

(d) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and shall be included as part of the annual assessment described in Article V above.

(e) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees, as their interest may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustees under this Declaration. The sole duty of the Association as insurance trustees shall be to receive such proceeds as are paid and to hold the same in trust for the purpose stated herein or stated in the Bylaws and for the benefit of the Owners and their mortgagees in the following shares:

(i) Proceeds on account of damage to Limited Common Areas and facilities held for the Association.

(ii) Proceeds on account of damage to Lots shall be held in undivided shares for the Owners of damaged Lots in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association.

(iii) In the event a mortgagee endorsement has been issued for any Lot, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interests may appear.

Section Two. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association as insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) Expense of the Trust. All expenses of the insurance trustees shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost of repairs. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners as above provided.

Section Three. Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association or those held in trust, shall first be bounded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to six (6) months' assessments, plus reserves accumulated.

## ARTICLE IX

### USE RESTRICTIONS

Section One.        Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the front yard space of each Lot and the Limited Common Areas. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants and conditions contained in this Declaration.

Section Two.        Antennas. No outside radio transmission tower or receiving antenna, including a satellite dish antenna, shall be erected by an Owner within the restricted property, and no outdoor television antenna may be erected or installed if Developer shall provide cable television reception to a lot. If cable television service is not available to a lot, then the customary outdoor television receiving antenna may be installed with the prior approval of the Architectural Control Committee of Golfview at Raintree, as well as the prior written consent of the Architectural Committee of Raintree Homeowners Association, Inc., provided such outdoor antenna shall thereafter be taken down and removed by the Owner when and if a cable television receiving service shall later be provided by Developer.

Section Three.      Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Properties, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood.

Section Four.       Dwelling Size. The total square footage of the main structure located on a Lot, exclusive of one-story open porches and garages, shall not be less than 975 square feet.

Section Five.       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 to 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 Five.

Section Six.        Parking of Vehicles and Use of Property. No house trailer, boat, boat trailer, camper, tent, shed, or any other such vehicle, trailer, vessel or temporary structure shall be permitted on any lot unless screened from view of adjoining lots, streets, Limited Common Areas, and Common Areas; provided, however, temporary buildings and other structures shall be permitted during the construction period of houses or as a temporary real estate sales office of Developer for the sale of lots. No garage, outbuilding, or other appurtenant structure shall be used for residential purposes, either temporarily or permanently, nor shall any portion of the property (except as expressly stated in the preceding sentence) be used except for residential purposes and for purposes incidental or necessary thereto.

Section Seven.      Signs. No advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any lot or any improvement thereon without the prior written consent of the Architectural Control Committee of Golfview at Raintree, as well as the prior written consent of the Architectural Committee of Raintree Homeowners Association, Inc.

Section Eight.      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 Nine.      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 Ten.      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 Eleven.      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 X

### EASEMENTS

All of the Properties, including Lots and Limited Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone, and electric power line and other public utilities as shall be established by the Declarant or by his predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under, and across the Limited Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Properties. In addition, there is hereby reserved in the Declarant and his agents and employees an easement and right of ingress, egress, and regress across all Limited Common Areas, now or hereafter owned by the Association, for the purpose of construction of improvements within the Properties.

All Lots shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots by the Declarant to the extent that such initial improvements actually encroach including, but not limited to, such items as overhanging eaves and walls.

## ARTICLE XI

### GENERAL PROVISIONS

Section One.      Enforcement. The Association, or any Owner, shall have the right to enforce, by proceeding at law or in equity, all restrictions,

conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section Two. 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 Three. 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 Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Provided, however, that notwithstanding anything contained in this Section to the contrary, any amendment to Articles VII and/or IX and/or to Article XI, Section 3, of this Declaration shall require the consent of the Directors of Raintree Homeowners Association, Inc.

Section Four. Management and Contract Rights of Association. Declarant shall enter into a contract with a Management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the property. However, no such contract shall be binding upon the Association except through express adoption or ratification of the terms and conditions of such contract. Any contract or lease entered into by Declarant or by the Association while Declarant is in control thereof shall contain a provision allowing the Association to terminate such contract without justification or penalty after transfer of management by Declarant to the Association.

Section Five. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior written approval of the Federal Housing Administration or the Veterans Administration: annexation of additional Properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

Section Six. Rights of Noteholders. Any institutional holder of a first mortgage on a Lot will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and the right to designate a representation to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage, (e) receive written notice of any sixty-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owners' Association, (g) receive written notice of any proposed action that requires the consent of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal, the day and year first above written.

PORTRAIT HOMES CONSTRUCTION CO.

By: 

\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

STATE OF ~~NORTH CAROLINA~~ ILLINOIS  
COUNTY OF ~~MECKLENBURG~~ Cook

I, Linda S. Curatolo, a Notary Public in and for  
said County and State do hereby certify that  
Anthony B. Pasquilli personally appeared before me this day  
and acknowledged that he is — Secretary of PORTRAIT HOMES  
CONSTRUCTION CO., and that by authority duly given and as the act of the  
corporation, the foregoing instrument was signed in its name by its  
— President, sealed with its corporate seal and attested by h/a as  
its — Secretary.

WITNESS my hand and official seal, this 28<sup>th</sup> day of November, 1990.

Linda S. Curatolo  
Notary Public

My Commission Expires: 7-17-91

(Notarial Seal)

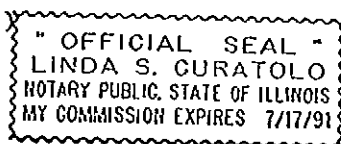


EXHIBIT A

BEGINNING at an old iron in the westerly margin of the right-of-way of Rounding Run Road (right-of-way 60 feet in width), said BEGINNING point being the southerly corner of Lot 160 of the Village of Raintree as shown on a map thereof recorded in Map Book 15 at Page 223 in the Mecklenburg County Public Registry; thence from said BEGINNING point with the westerly margin of the right-of-way of Rounding Run Road two (2) courses and distances as follows: (1) S. 39-41-31 W. 13.60 feet to a point; (2) following the arc of a circular curve to the left, said arc having a radius of 488.75 feet, an arc distance of 391.40 feet to an iron; thence N. 64-39-49 W. 756.19 feet to an old iron; thence N. 04-33-29 W. 695.29 feet to an old iron; thence S. 76-00-00 E. 529.91 feet to an old iron; thence S. 69-59-29 E. 429.99 feet to an iron in the rear line of Lot 162 of the Village of Raintree recorded in Map Book 15 at Page 223 in the Mecklenburg County Public Registry; thence with the rear line of said lot S. 47-04-16 W. 66.17 feet to an iron in the rear line of said Lot; thence with the rear line of Lots 162 and 161 S. 38-58-28 W. 90.00 feet to an old iron; thence with the rear lines of Lot 161 and Lot 160 of RAINTREE, Map Book 15 at Page 223, S. 12-41-55 W. 185.18 feet to an old iron marking a rear corner of Lot 160; thence with the southerly line of Lot 160 S. 50-18-29 E. 110.16 feet to an old iron; the point and place of BEGINNING and containing approximately 13.292 acres, more or less, as shown on boundary survey for Pasquinelli Limited Partnership prepared December 1, 1989, last updated April 23, 1990 by Donald Ray Allen, N.C.R.L.S.

(wht29/des-rain)

State of North Carolina, County of Mecklenburg

The foregoing Certificate(s) of \_\_\_\_\_

Linda S. Curatolo

Notary(ies) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

ANNE A. TOWERS, REGISTER OF DEEDS

By \_\_\_\_\_

Angie H. Pivett Deputy - Register of Deeds

Drawn By & Mail To: Parham, Helms & Kellam (Box #22)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

SUPPLEMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE  
VILLAGE OF RAINTREE  
RELATING TO GOLVIEW AT RAINTREE

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 28<sup>th</sup> day of November, 1990, by PORTRAIT HOMES CONSTRUCTION CO., an Illinois corporation (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the Owner of a certain tract of land situated in Mecklenburg County, North Carolina, which is more particularly described in Article I hereinbelow (hereinafter referred to as the "Property"). The Property is situated within an area designated as the Village of Raintree Planned Unit Development by the Charlotte-Mecklenburg Planning Commission, and Developer intends to develop a project on the Property to be known as "GOLVIEW AT RAINTREE"; and

WHEREAS, Developer is a successor in title to the Property from The Ervin Company by virtue of conveyances constituting a chain of title duly filed and recorded in the Mecklenburg County Public Registry. On March 26, 1971, The Ervin Company caused to be filed in the Office of the Register of Deeds for Mecklenburg County a certain Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration"), recorded in Book 3282, Page 205 in the Mecklenburg County Public Registry, under the terms of which Developer, as successor in title to The Ervin Company, comes within the definition of "Developer" contained in paragraph 4 of Article I of the Declaration.

WHEREAS, Article II, Section Two of the 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 subjected to the Declaration in order to extend the scheme of the 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. (hereinafter referred to as "RHOA"), each supplementary declaration to contain such additions or modifications as may be necessary to reflect the different character of the Property, provided that 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 supplemental declarations have been filed; and

WHEREAS, Developer intends to hereby subject the Property to the Declaration by the filing of this Supplementary Declaration and to place such additional or modified covenants, conditions, easements and restrictions thereon as may be necessary to reflect the different character of the Property and to be supportive financially to the existing RHOA.

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 hereof.

#### 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 all of the Property shown on the map recorded in Map Book 24 at Page 85 and Map Book 24 at Page 86 in the Mecklenburg County Public Registry. The Property shown and described on said recorded maps is a portion of the property conveyed to Developer by PASQUINELLI LIMITED PARTNERSHIP by that certain Deed recorded in Book 6277 at Page 481 in said Registry.

Only the Property 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 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. In particular, it is the intention of Developer to record simultaneously with this Supplemental Declaration a document entitled "Declaration of Covenants, Conditions and Restrictions for Golfview at Raintree", which document shall (1) dedicate certain "Limited Common Areas" for the exclusive use and enjoyment of the Owners of Lots shown on the above referenced map of Golfview at Raintree; (2) impose assessments against each Lot Owner for the exterior maintenance of the dwelling units to be construed on each lot and the "Limited Common Areas"; and (3) establish a general scheme of covenants and restrictions for the improvement, use and enjoyment of the "Limited Common Areas" and each Lot.

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 RHOA and the full use and enjoyment of all existing Common Areas of the Village of Raintree, but that the exclusive ownership, use and enjoyment of the Limited Common Areas of GOLFWIEW AT RAIN TREE dedicated on said record map shall be vested solely in the Golfview at Raintree Homeowners Association, pursuant to the Declaration of Covenants, Conditions and Restrictions filed herewith in the Mecklenburg County Public Registry, and on the Property described above as GOLFWIEW AT RAIN TREE.



## 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 2, Common Area(s), is hereby amended by changing the period at the end thereof to a semicolon and adding the following language to the end of the sentence:

- . . . provided, however, that the term "Common Area" shall in no event include any real property which is designated as "Limited Common Area" on the plat of Golfview at Raintree, or any part thereof, recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina, in Map Book 24 at Page 85 and Map Book 24 at Page 86.

- b. Paragraph 4, Developer, is hereby amended to read:

- "Developer" shall mean and refer to Portrait Homes Construction Co., an Illinois corporation, its successors and assigns, but only insofar as it pertains to the Property described in Article I above.

2. Article VI of the Declaration, Architectural, Maintenance and Use Restrictions, is amended by deleting Sections Three, Four, Five, Six, Seven, Eight, Nine and Ten thereof.
3. 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.

4. Article IX, Raintree Country Club, is hereby amended by deleting all of Sections Three, Four, Five, Six, Seven and Eight thereof.
5. 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 with the consent of a majority of the Board of Directors of RHOA at any time and from time to time during the period of extension or renewal thereof by an agreement signed by Developer, if it is the Owner of any Lots subject thereto, 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 Developer 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 Office of the Register of Deeds for 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 here after 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.

6. 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 Portrait Homes Construction Co. as GOLFVIEW AT RAINTREE, and shall supersede and control over 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.

ATTEST

PORTRAIT HOMES CONSTRUCTION CO.

By: [Signature]

President

[Signature] Secretary

(CORPORATE SEAL)

Illinois  
STATE OF NORTH CAROLINA  
Cork  
COUNTY OF MECKLENBURG

I, Linda S. Curatolo, a Notary Public in and for said County and State do hereby certify that Anthony R. Pasquelli personally appeared before me this day and acknowledged that he is Secretary of PORTRAIT HOMES CONSTRUCTION CO., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

WITNESS my hand and official seal, this 28<sup>th</sup> day of November, 1990.

My Comm. Expires: 7-17-91

[Signature]  
Notary Public

(Notarial Seal)

" OFFICIAL SEAL "  
LINDA S. CURATOLO  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/17/91

State of North Carolina, County of Mecklenburg

The foregoing Certificate(s) of \_\_\_\_\_

Linda S. Curatolo

(wht30:sdc-golf1)

Notary(ies) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

ANNEA. POWERS, REGISTER OF DEEDS

By [Signature]

Deputy - Register of Deeds

(Gaffney at  
Kurtz)

REGISTERED JAN/18/1991 10:25AM ANNE A. POWERS REGISTER OF DEEDS MECK. CO. N.C.

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

Third AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

PORTRAIT HOMES CONSTRUCTION CO. does hereby amend the Declaration of  
Covenants, Conditions and Restrictions recorded in Book 6402, Page 278 and  
Supplement to Declaration of Covenants, Conditions, and Restrictions recorded in  
Book 6402, Page 709 of the Mecklenburg county Public Registry, as follows:

Pursuant to Section 2 of Article I of said Declaration of Covenants,  
Conditions, and Restrictions, the following property is hereby annexed so that  
the foregoing Declaration of Covenants, Conditions, and Restrictions and  
Supplement to Declaration of Covenants, Conditions, and Restrictions shall be  
binding on all parties having any right, title, or interest in the following  
lots or any part thereof, their heirs, successors, and assigns, and shall inure  
to the benefit of each owner thereof. The property to which this Amendment  
applies is located in Charlotte, Mecklenburg County, North Carolina, and more  
particularly described as follows:

BEING all of the property shown on the map recorded in Map  
Book 34 at Page 156 in the Mecklenburg County Public  
Registry.

As amended above, the Declaration of Covenants, Conditions, and  
Restrictions recorded in Book 6402, Page 278, and Supplement to Declaration of  
Covenants, Conditions, and Restrictions recorded in Book 6402, Page 709 of the  
Mecklenburg County Public Registry remain the same and remain in full force and  
effect.

PORTRAIT HOMES CONSTRUCTION CO. executes this instrument as the present  
owner of a portion of the property covered by said Declaration of Covenants,  
Conditions and Restrictions.

IN WITNESS WHEREOF, PORTRAIT HOMES CONSTRUCTION CO. has caused this  
instrument to be duly executed this 11<sup>th</sup> day of January, 1991.

PORTRAIT HOMES CONSTRUCTION CO.

[Signature]  
President

[Signature]  
Secretary

(CORPORATE SEAL)

STATE OF ILLINOIS, COUNTY OF COOK

This 18<sup>th</sup> day of January, 1991, personally came before me  
Bruce A. [Signature], who being by me duly sworn, says that he is  
the President of PORTRAIT HOMES CONSTRUCTION CO. and that the seal affixed  
to the foregoing instrument in writing is the corporate seal of the company and  
that said writing was signed and sealed by him in behalf of said corporation, by  
its authority duly given. And the said President acknowledged the said  
writing to be the act and deed of said corporation.

[Signature]  
Notary Public

My Comm. Expires 1-1-92

(NOTARIAL SEAL)

OFFICIAL SEAL  
LUDWIG G. CURATOLA  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 1/1/92

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG

State of North Carolina, County of Mecklenburg

I, Linda S. Curatola

[Signature], a Notary Public  
tified to be correct. This 11<sup>th</sup>

[Signature], Deputy.

Notary Public, I am certified to be correct. The notary seal of this certificate  
are duly registered at the date and time and in the Book and Page shown on  
the foregoing instrument.

ANNE A. POWERS, REGISTER OF DEEDS

[Signature]

Deputy Register of Deeds

DRAWN BY AND MAIL TO  
DARHAM HELMS & KELLAM  
1329 EAST MOREHEAD ST.  
CHARLOTTE, N.C. 28204

(Hoffman at Ranting)

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

Fourth AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

PORTRAIT HOMES CONSTRUCTION CO. does hereby amend the Declaration of  
Covenants, Conditions and Restrictions recorded in Book 6402, Page 278 and  
Supplement to Declaration of Covenants, Conditions, and Restrictions recorded in  
Book 6402, Page 709 of the Mecklenburg county Public Registry, as follows:

Pursuant to Section 2 of Article I of said Declaration of Covenants,  
Conditions, and Restrictions, the following property is hereby annexed so that  
the foregoing Declaration of Covenants, Conditions, and Restrictions and  
Supplement to Declaration of Covenants, Conditions, and Restrictions shall be  
binding on all parties having any right, title, or interest in the following  
lots or any part thereof, their heirs, successors, and assigns, and shall inure  
to the benefit of each owner thereof. The property to which this Amendment  
applies is located in Charlotte, Mecklenburg County, North Carolina, and more  
particularly described as follows:

BEING all of the property shown on the map recorded in Map  
Book 34 at Page 157 in the Mecklenburg County Public  
Registry.

As amended above, the Declaration of Covenants, Conditions, and  
Restrictions recorded in Book 6402, Page 278, and Supplement to Declaration of  
Covenants, Conditions, and Restrictions recorded in Book 6402, Page 709 of the  
Mecklenburg County Public Registry remain the same and remain in full force and  
effect.

PORTRAIT HOMES CONSTRUCTION CO. executes this instrument as the present  
owner of a portion of the property covered by said Declaration of Covenants,  
Conditions and Restrictions.

IN WITNESS WHEREOF, PORTRAIT HOMES CONSTRUCTION CO. has caused this  
instrument to be duly executed this 18<sup>th</sup> day of January, 1991.

PORTRAIT HOMES CONSTRUCTION CO.

By: [Signature]

President

[Signature]  
Secretary

STATE OF ILLINOIS, COUNTY OF COOK

This 18<sup>th</sup> day of January, 1991, personally came before me  
Brian A. Hoffmann, who being by me duly sworn, says that he is  
the President of PORTRAIT HOMES CONSTRUCTION CO. and that the seal affixed  
to the foregoing instrument in writing is the corporate seal of the company and  
that said writing was signed and sealed by him in behalf of said corporation, by  
its authority duly given. And the said President acknowledged the said  
writing to be the act and deed of said corporation.

[Signature]  
Notary Public

My Comm. Expires 7-17-91

(NOTARIAL SEAL)

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG

State of North Carolina, County of Mecklenburg

I, Linda S. Curatolo, a Notary Public

[Signature], a Notary Public  
do hereby certify that the foregoing instrument is correct. This

Notary Public is hereby certified to be correct. This instrument and this certificate  
shall be registered at the date and time and in the Book and Page shown on  
the first page hereof.

AND I, POWER, REGISTER OF DEEDS

[Signature], Deputy Register of Deeds

DRAWN BY AND MAIL TO:  
PARHAM HILMS & KELLAM  
1329 EAST MOREHEAD ST.  
CHARLOTTE, N.C. 28204

Colfax at  
Raintree

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

SEVENTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

PORTRAIT HOMES CONSTRUCTION CO. does hereby amend the Declaration of Covenants, Conditions and Restrictions recorded in Book 6402, Page 278 and Supplement to Declaration of Covenants, Conditions, and Restrictions recorded in Book 6402, Page 709 of the Mecklenburg county Public Registry, as follows:

Pursuant to Section 2 of Article 1 of said Declaration of Covenants, Conditions, and Restrictions, the following property is hereby annexed so that the foregoing Declaration of Covenants, Conditions, and Restrictions and Supplement to Declaration of Covenants, Conditions, and Restrictions shall be binding on all parties having any right, title, or interest in the following lots or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. The property to which this Amendment applies is located in Charlotte, Mecklenburg County, North Carolina, and more particularly described as follows:

BEING all of the property shown on the map recorded in Map Book 24 at Page 382 in the Mecklenburg County Public Registry.

As amended above, the Declaration of Covenants, Conditions, and Restrictions recorded in Book 6402, Page 278, and Supplement to Declaration of Covenants, Conditions, and Restrictions recorded in Book 6402, Page 709 of the Mecklenburg County Public Registry remain the same and remain in full force and effect.

PORTRAIT HOMES CONSTRUCTION CO. executes this instrument as the present owner of a portion of the property covered by said Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, PORTRAIT HOMES CONSTRUCTION CO. has caused this instrument to be duly executed this 21st day of June, 1991.

PORTRAIT HOMES CONSTRUCTION CO.

By: [Signature] President

ATTEST:  
[Signature] Secretary

(CORPORATE SEAL)

STATE OF ILLINOIS, COUNTY OF COOK

This 21st day of June, 1991, personally came before me Bruno A. Curatolo, who being by me duly sworn, says that he is the President of PORTRAIT HOMES CONSTRUCTION CO. and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given. And the said President acknowledged the said writing to be the act and deed of said corporation.

My Comm. Expires: 7-17-91

(NOTARIAL SEAL)

[Signature]  
Notary Public  
OFFICIAL SEAL  
LINDA S. CURATOLO  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/17/91

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG

The foregoing certificate of [Signature] of County, State of North Carolina, day of June, 1991.

ANNE A. POWERS, REGISTER OF DEEDS

State of North Carolina, County of Mecklenburg

The foregoing Certificate(s) of Linda S. Curatolo

Notary(ies) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

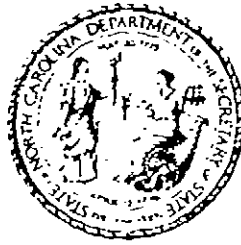
Drawn By & Mail To: Parham, Helms

ANNE A. POWERS, REGISTER OF DEEDS

By Bruno A. Curatolo Deputy - Register of Deeds

(Drawn By & Mail To: Parham, Helms & Kelman Box 36)

STATE OF  
NORTH  
CAROLINA



Department of the  
Secretary of State

To all whom these presents shall come, Greetings:

I, Rufus L. Edmisten, Secretary of State of the State of  
North Carolina, do hereby certify the following and hereto  
attached ( 7 sheets) to be a true copy of

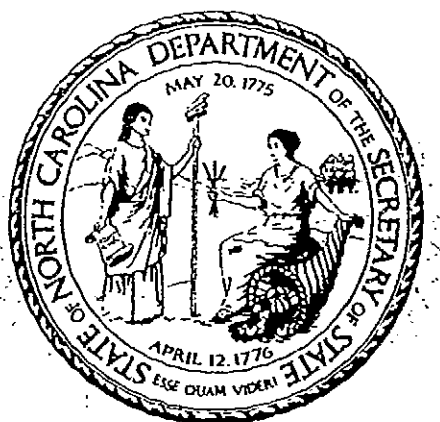
ARTICLES OF INCORPORATION  
OF

GOLFVIEW AT RAINTREE HOMEOWNERS ASSOCIATION

the original of which was filed in this office on the 6th day  
of November, 1990.

In Witness Whereof, I have hereunto set my hand and  
affixed my official Seal.

Done in Office, at Raleigh, this the 6th day  
of November in the Year of our Lord 1990.



*Rufus L. Edmisten*

Secretary of State

DRAWN BY AND MAIL TO:  
PARHAM HILL & S. KELLAM  
1229 EAST MOREHEAD ST.  
CHARLOTTE, N.C. 28204

ARTICLES OF INCORPORATION

OF

GOLFVIEW AT RAINTREE HOMEOWNERS ASSOCIATION

In compliance with the requirements of Chapter 55A of the North Carolina General Statutes, the undersigned, a natural person of full age, has this day executed these Articles of Incorporation for the purpose of forming a non-profit corporation and hereby certifies: DOCUMENT #490819 DATE 11/06/90 TIME 14:2

FILED

ARTICLE I

NAME

The name of the corporation is GOLFVIEW AT RAINTREE HOMEOWNERS ASSOCIATION, hereinafter called the "Association." RUFUS L. EDMISTEN SECRETARY OF STATE NORTH CAROLINA

ARTICLE II

REGISTERED OFFICE AND INITIAL AGENT

The registered office of the Association is located at 8001 Raintree Lane, Suite 211, Charlotte, North Carolina, 28226. The location of the registered office may be changed by a majority vote of the Board of Directors. The name of the initial registered agent at the above address is WILLIAM H. CLARK. (Mecklenburg County)

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate a pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residence Lots and Common Area within that certain tract of property described on EXHIBIT A attached hereto and incorporated herein by reference, and to promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions recorded in or to be recorded in the Mecklenburg Public Registry, applicable to the above described property, as the same may be amended from time to time, said Declaration being incorporated herein as if set forth at length;



- (b) fix, levy, collect, and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the assent of members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class A Lot and Class B Lot, mortgage, pledge, deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the property rights of the members of the Association, as provided in Article III of the Declaration;
- (e) dedicate, sell, or transfer all or any part of the Limited Common Area any public agency, authority, 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 has been signed by members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class A Lot and Class B Lot, agreeing to such dedication, sale, or transfer;
- (f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Limited Common Area, provided that any such merger, consolidation, or annexation shall have the consent of the members as provided in paragraph (d) above; and
- (g) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of North Carolina by law may now or hereafter have or exercise.

#### ARTICLE IV

##### FINANCE

This corporation is a non-stock corporation and no part of the profits (if any) of the corporation shall inure to the pecuniary benefit of its members or to any other person.

#### ARTICLE V

##### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE VI

##### VOTING RIGHTS

The Association shall have two classes of voting membership:

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 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 (as defined in the Declaration), 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 October 1, 1993.

## ARTICLE VII

### BOARD OF DIRECTORS

The affairs of this Association shall be managed by an initial Board of three (3) Directors who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. At the first annual meeting the number of Directors shall be increased to five (5). The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESSES</u>
Bruno A. Pasquinelli	915 W. 175th Street Homewood, Illinois 60430
William H. Clark	8001 Raintree Lane, Suite 211 Charlotte, North Carolina 28226
Barbara A. Howell	8001 Raintree Lane, Suite 211 Charlotte, North Carolina 28226
Anthony Pasquinelli	915 W. 175th Street Homewood, Illinois 60430
Christy A. Hamilton	8001 Raintree Lane, Suite 211 Charlotte, North Carolina 28226

At the first annual meeting, the members shall elect two (2) Directors for a term of one year and three (3) Directors for a term of two years, and at each annual meeting thereafter, the members shall elect for a term of two (2) years the number of Directors whose terms are expiring.

## ARTICLE VIII

### DISSOLUTION

The Association may be dissolved only upon the signed written assent of the members entitled to not less than three-fourths (3/4) of the votes appurtenant to each Class A and Class B Lot. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was credited. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The period of existence of this corporation is unlimited.

ARTICLE X

AMENDMENTS

Amendment to these Articles shall require the assent of the members entitled to at least three-fourths (3/4) of the entire vote of the membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, mergers and consolidations, mortgaging of Limited Common areas, dedication of Limited Common Areas, and dissolution and amendment of the Articles.

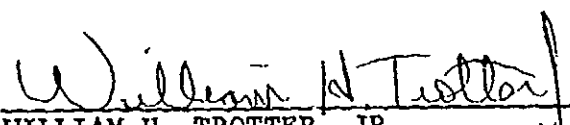
ARTICLE XII

INCORPORATOR

The name and address of the incorporator is as follows:

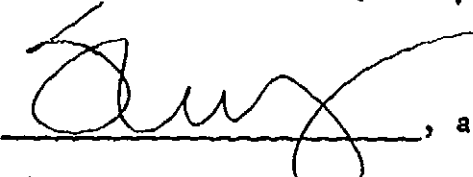
William H. Trotter, Jr.	1329 East Morehead Street
	Charlotte, North Carolina 28204

IN WITNESS WHEREOF, I, the undersigned incorporator have hereunto set my hand and seal, this the 2nd day of November, 1990.

 (SEAL)  
WILLIAM H. TROTTER, JR.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, , a Notary Public in and for said County and State aforesaid, do hereby certify that WILLIAM H. TROTTER, JR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial seal, this the 2nd day of November, 1990.

  
Notary Public

My Commission

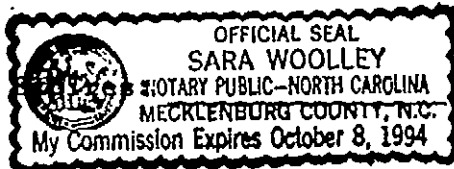


EXHIBIT A

BEGINNING at an old iron in the westerly margin of the right-of-way of Rounding Run Road (right-of-way 60 feet in width), said BEGINNING point being the southerly corner of Lot 160 of the Village of Raintree as shown on a map thereof recorded in Map Book 15 at Page 223 in the Mecklenburg County Public Registry; thence from said BEGINNING point with the westerly margin of the right-of-way of Rounding Run Road two (2) courses and distances as follows: (1) S. 39-41-31 W. 13.60 feet to a point; (2) following the arc of a circular curve to the left, said arc having a radius of 488.75 feet, an arc distance of 391.40 feet to an iron; thence N. 64-39-49 W. 756.19 feet to an old iron; thence N. 04-33-29 W. 695.29 feet to an old iron; thence S. 76-00-00 E. 529.91 feet to an old iron; thence S. 69-59-29 E. 429.99 feet to an iron in the rear line of Lot 162 of the Village of Raintree recorded in Map Book 15 at Page 223 in the Mecklenburg County Public Registry; thence with the rear line of said lot S. 47-04-16 W. 66.17 feet to an iron in the rear line of said Lot; thence with the rear line of Lots 162 and 161 S. 38-58-28 W. 90.00 feet to an old iron; thence with the rear lines of Lot 161 and Lot 160 of RAINTREE, Map Book 15 at Page 223, S. 12-41-55 W. 185.18 feet to an old iron marking a rear corner of Lot 160; thence with the southerly line of Lot 160 S. 50-18-29 E. 110.16 feet to an old iron; the point and place of BEGINNING and containing approximately 13.292 acres, more or less, as shown on boundary survey for Pasquinelli Limited Partnership prepared December 1, 1989, last updated April 23, 1990 by Donald Ray Allen, N.C.R.L.S.

(wht29/des-rain)