FOR REGISTRATION JUDITH A. GIBSON REGISTER OF DEEDS MECKLENBURG COUNTY, NC 2000 MAR 17 02:03 PM BOOK: 11152 PAGE:627-639 FEE:\$30.00 INSTRUMENT # 2000035819

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STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

AMENDMENT TO DECLARATION OF RAINTREE HOMEOWNERS ASSOCIATION, INC.

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Raintree Homeowners Association, Inc., is executed and certified in accordance with the provisions of Article X, Section One, of the Declaration recorded in Book 3282, Page 205, of the Mecklenburg County Public Registry (hereinafter the "Declaration").

STATEMENT OF PURPOSE

Article X, Section Two, sets forth the process by which the Declaration can be amended by agreement of at least two-thirds (2/3) of the owners whose lots are then subject thereto. Article X, Section One, further provides that the restrictions set forth in the Declaration shall be binding and effective until December 31, 1999, at which time they will be automatically extended for successive periods of ten (10) years unless it is agreed by the vote of a majority in interest of the then Owners of property subject to the Declaration to change, amend, or revoke the restrictions in whole or in part.

At a duly convened Special Meeting of the Raintree Homeowners Association, Inc. (hereinafter the "Association"), held on February 16, 2000, the amendments set forth below were presented to the Association's Voting Members by the Board of Directors of the Association for the Membership's approval. Only Lot Owners of record on December 31, 1999, were eligible to vote at such meeting. The Board received proxies and votes in person in support of each of the amendments from Voting Members totaling a majority in interest of the Owners of property subject to the Declaration as of December 31, 1999. The purpose of this instrument is to transcribe the amendments to the Declaration as formally adopted and to facilitate formal certification of the adoption of these amendments by the President and Secretary for recordation in the Mecklenburg County Public Registry as required by the provisions of the Declaration.

NOW, THEREFORE, the Association, acting by and through its duly elected President and Secretary, does hereby certify the due and property adoption of amendments to the Declaration of Covenants, Conditions and Restrictions originally recorded in Book 3282, Page 205, of the Mecklenburg County Public Registry, as follows:

AMENDMENT TO ARTICLE V

Article V, entitled "COVENANT FOR MAINTENANCE ASSESSMENTS," shall be amended by adding a new Section Twelve, which shall read as follows:

Section Twelve: For purposes of this Article V, the terms, "costs and reasonable attorneys' fees" shall mean: (a) all costs incurred by the Association in seeking to collect any past due assessment, including (but not limited to) court filing fees, deposition costs, and service fees, whether incurred through public or private service means, and (b) attorneys' fees incurred by the Association in seeking to collect any past due assessment which shall not be less than the sum of \$100.00 with respect to the filing of a lien notice and \$500.00 with respect to any other legal proceeding brought by the Association for collection of a past due assessment or judicial foreclosure of any assessment lien filed by the Association; provided, reasonable attorneys' fees in excess of the minimum fee set forth herein may be awarded the Association in the court's sole discretion.

AMENDMENT TO ARTICLE VIII

Article VIII entitled, "SALE OR LEASE OF LOTS" shall be amended by restating Section One in its entirety to read as follows:

Section One. This section is left blank intentionally.

AMENDMENT TO ARTICLE VI

Article VI entitled, "ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS" as presently written shall be deleted in its entirety and restated to read as follows:

ARTICLE VI ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS

The Architectural Review Committee (ARC) shall have the responsibility for interpreting and enforcing the restrictions set forth in this Article. When used in this Declaration, the term "Committee" shall mean the ARC. The following architectural, maintenance, and use restrictions shall apply to each and every Lot now or hereafter subjected to this Declaration:

Section One. Approval of Plans and Architectural Committee.

1. No construction, reconstruction, remodeling, alternation, or addition to any structure, building, fence, wall, road, drive, path, or improvement of any nature shall be constructed without obtaining the prior written approval of the Committee as to location, plans,

and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications must be submitted to the Committee. The ARC shall be the sole arbiter of such plans and may withhold approval for any reason including (but not limited to) purely aesthetic considerations. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans. The Committee and/or the Association shall be entitled to stop any construction in violation of these restrictions. In the event the Committee fails within 45 days to approve or disapprove such plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with.

Association, and the Committee shall consist of not less than five (5) nor more than seven (7) Members, which Committee shall exercise all authority granted to it under this Declaration. The term of each Member's membership on the Committee shall run for a period of one year from the annual meeting of the Association or until such time as a new Committee is elected by the Members. The Committee shall, by resolution adopted at least sixty (60) days prior to each annual meeting of the Association, establish the number of persons to serve on the Committee for the next succeeding term. Provided, a vacancy on the Committee may be filled by appointment by the Committee, which appointment shall be subject to the approval of the Association's Board of Directors.

Section Two. Design and Site Approval. Buildings shall be erected on Lots in a manner to provide architectural value to the subdivision. Therefore, no house, garage, carport, playhouse, outbuilding, fence, wall, or other above ground structure shall be commenced, erected, or maintained nor shall any exterior addition to, change in or alteration of any of said structures be made, until a site plan, final plans, and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and color, and floor plans thereof, proposed driveway location and front, side and rear elevations thereof, have been submitted to and approved in writing by the Committee as to harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography. The Committee shall, in its sole discretion, be entitled to approve the use of synthetic and/or new building materials. Each Owner acknowledges that any proposal for use of such materials will require close review of material samples and actual installations prior to approval or disapproval by the Committee. Provided, the Committee may not automatically reject a request for use of such materials so long as the "California Contemporary Appearance" and architectural standards of neighborhood homes are not, in the Committee's sole judgment, compromised. Provided, the Committee may refuse to approve the use of any such materials if in its sole judgment, the architectural standards of the neighborhood would be compromised by the use of any such materials. When such installations are approved by the Committee, the approval of specific materials shall not be deemed precedent setting as to future requests, and the approval notice and Committee minutes shall include a statement to that effect. Otherwise, the Committee shall act with all reasonable promptness upon receipt of such information to approve or disapprove the same. In event the Committee rejects such plans and specifications as submitted, the Committee

shall so inform the Owner in writing stating with reasonable detail the reasons for disapproval and the Committee's recommendations to remedy the same.

Section Three. Subdivision of Lots. By or with the written consent of the Committee, one or more lots (as shown on said map) or parts thereof, may be subdivided or combined to form one single building lot, provided, however, in such event, the resulting lots shall not be smaller in total area than either of the original lots prior to such subdivision.

Section Four. Improvement, Set Back, and Use Restrictions.

- 1. All structures must be built to comply substantially with the plans and specifications as approved by the Committee, and before any house may be occupied, it must be completely finished and a certificate of completion must be issued by the Committee.
- 2. (a) Minimum setback lines shown on the recorded plat of the Properties are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered where appropriate so as to preserve important trees and assure vistas of water and open areas. The Committee reserves the right to approve the precise site and location of each house or other structure on each Lot and to arrange the same in such a manner and for such reasons as Committee shall deem sufficient. No building or structure or any part thereof shall be located on any Lot nearer to the front line or nearer to a side street than the minimum setback lines shown on said recorded map or nearer than five (5') feet to any interior lot line, provided, however, as to Lots that are or subsequently become subject to this Declaration as an "addition" which are designated for attached or semi-attached dwellings, any such building, structure, or appurtance thereon may abut upon and be incorporated into any party wall and there shall be no side line setback requirements as to lot side lines upon which party walls are constructed.
- (b) For the purpose of determining compliance with the foregoing building line requirements, porches, wing-walls, eves, and steps extended beyond the outside wall of the structure shall not be considered as part thereof. However, this provision shall not be construed to authorize or permit encroachment upon any easements or rights of way.
- 3. The ground floor living area of the main structure upon any Lot, exclusive of open porches, porticoes, garages, carports, and breezeways, shall not be less than 2,000 square feet for any one story dwelling, nor shall any dwelling of multiple stories or floor levels be permitted having a total area less than 2,000 square feet.
- 4. Boundary walls, excluding party walls, may be erected and hedges grown but no higher than three (3') feet from the street right-of-way to the minimum building setback line. No fence of any type shall be permitted between the street right-of-way and the minimum building set back line. Fences may only be approved by the ARC which are to be located from the rear corner of the principal residence constructed on a Lot to the rear property line of such Lot. All fence installation requests must be presented to the ARC for approval before any work

begins, provided, fences, boundary walls, and hedges shall not exceed six (6') feet in height from the minimum building setback line to the rear property line and fences may not exceed six (6') feet in total height measured from ground level (grade) to the top of the highest portion of the fence. Fences shall be constructed of exterior grade wood, i.e. cedar, pressure treated, or redwood, or ARC approved substitute materials. Split-rail wood fencing shall not exceed four (4') feet in height, provided, two (2) or three (3) split-rails may be used. Wire used for containment fences shall be placed on the inside of the fence. Fencing used for pools shall conform to local safety and building codes. Substitute materials and various styles of fencing may be submitted to the ARC for approval. Fencing shall be kept in its natural state or treated with a clear, natural preservative so as not to change its natural color, or painted to match the color of the house. Chain link style fencing shall not be installed or used within the Properties.

- 5. No building or structure of any type, permanent or otherwise, shall be located on any lot nearer to any part of the golf course or the shore line of any lake or pond than as may be shown on the recorded plat designating such lot and the setbacks pertaining thereto, provided in the event the recorded plat does not designate such setbacks, then no such building or structure shall be located on any lot nearer than twenty-five (25') feet to any part of the golf course or the shore line of any lake or pond. For this purpose, the shore line shall be construed as the mean high water mark.
- 6. Swimming pools shall (a) be in-ground; (b) not be nearer than ten (10') feet to any lot line; and (3) shall be located to the rear of the main dwelling. All pool installation plans shall be approved by the ARC and conform to such construction standards as the Committee shall adopt, in its sole discretion, from time to time.
- 7. Incinerators for garbage, trash, or other refuse shall not be used nor permitted to be erected or placed on any lot. Trash, brush, garbage, or a recycle bin left at the curb for pick up shall be removed in two days if not collected. Any and all equipment, coolers, woodpiles, garbage cans, refuse, or storage piles placed on a lot (whether temporary or permanent) shall be walled in to conceal same from the view of neighboring lots, road, streets, the waterfront, or open areas. Plans for all screens, walls, and enclosures must be approved by the Committee prior to construction.
- 8. No lumber, brick, stone, cinder block, concrete, or other building materials, scaffolding, mechanical devices, or any other thing used for building purposes shall be stored on any Lot except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.
- 9. Subject to the provisions of Articles VI, Section Four, 10. below, no exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance.

- 10. No water well shall be sunk, drilled, or located, and no pumping station or tanks shall be established on any Lot without the prior written approval and permission of the ARC.
- 11. No outside radio transmission tower or receiving antenna shall be erected within the properties. TV satellite mini-dishes may be installed if the location on the restricted property is first approved by the ARC. Such equipment shall be walled-in or concealed in such a manner so as to prevent the same from being seen from neighborhood Lots, roads, streets, common areas, or golf course.
- 12. No docks, piers, or similar structures shall be constructed without the Committee's prior written approval. Quays paralleling the shore line may be constructed upon obtaining the Committee's prior written approval as to location, design, and construction which approval shall be discretional. Such approval by the Committee for the construction and placement of structures in or upon navigable waters shall not obviate the necessity of a Owner obtaining approval by appropriate State or Federal agencies whose approval is required.
- 13. No Owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots. No Lot shall be increased in size by filling in the water it abuts.
- 14. No privys or outside toilet facilities shall be constructed or maintained on any Lot without prior written approval of the Committee. Any individual sewage disposal system ("septic tank") permitted by the Committee (any other provisions herein or any other written statement to the contrary notwithstanding) shall also be a type approved or recommended by the State and local Departments of Health and shall be maintained by each Owner at all times in a proper sanitary condition in accordance with applicable State and County sanitation laws. Upon completion of such approved facilities, all completed plumbing, and other sanitary systems must be approved by the Committee in addition to state and local health officials.
- 15. All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the Lots shall be underground; provided, however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Committee's sole discretion, deemed necessary.
- 16. Stationary outside clotheslines will not be permitted and clothes hanging devices such as lines, poles, frames, etc., shall be stored out of sight when not in use.
- 17. Any mail boxes not attached to the main dwelling structure shall be of the type consistent with the character of the neighborhood and shall be placed and maintained to complement the houses in the neighborhood.

- 18. Real estate signs will be permitted only on property that is advertised for sale. Political signs and contractor signs can only be placed on a Lot by the Owner and can not remain on a Lot beyond fourteen (14) days from the installation date(s). No other advertising signs are permitted on any Lot, and no advertising signs of any kind shall be placed on Common Areas.
- 19. No trailer, house trailer, boat, boat trailer, camper, stored vehicle, commercial vehicle, or any other vehicle, shall be permitted on any Lot unless garaged. No tent, shed, or temporary structure shall be permitted on any Lot, except temporary structures shall be permitted during construction, but only upon written approval of the Committee. No garage, outbuilding, or other appurtenant structure shall be used for residential purposes, either temporarily or permanently. No vehicle shall be parked on the front, back, or side lawn of any Lot, excepting areas on Lots which have been paved for parking purposes.
- 20. Any deviation from the building line requirements set forth herein, not in excess of 10% thereof, shall not be construed to be a violation of said building line requirements. Setback provisions herein prescribed may be altered by the Board of Directors whenever in its sole discretion the topography or configuration of any Lot in the subdivision requires.
- 21. Construction of any structure shall be completed within twelve (12) months from the date of commencement of construction thereof.
- 22. Individual street lights or security lights shall not be installed by an Owner. Floodlights designed to illuminate large areas shall not be installed on a Lot; provided, spotlights of relatively low voltage may be installed on private residences; however, they shall be installed so as to be unobjectionable, in the Committee's sole discretion, to surrounding Owners.

Section Five. Maintenance.

- 1. Any repairs or replacements of roofs, paint, board, windows, etc, without changing the color or appearance will not require approval of the ARC.
- 2. All Lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective Owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks, and other exterior improvements. In the event an Owner shall fail to maintain his/her premises and the improvements situated thereon in a manner satisfactory to the Committee, then upon notification to such Owner and approval by a two-thirds (2/3) vote of the Association's Board of Directors, the Board of Directors shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and Owner shall be personally liable to the Association for the costs of such maintenance, and the costs, until paid, shall be a

permanent charge and lien upon such Lot enforceable to the same extent and collectible as provided for in Article V, entitled "Covenant for Maintenance Assessments." Although notice given as provided in section Nine of this Article shall be sufficient to give the Association the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions. Furthermore, Owners leasing their property shall register a current address and phone number with the Association office along with the name and phone number of the Owner's Lessee.

3. To preserve the natural integrity and beauty of the land, water runoff, etc., no trees, shrubs, bushes, or other vegetation having a diameter of three (3") inches or more twelve (12") inches above the ground shall be cut, destroyed, or mutilated except with the prior written consent and permission of the Committee; provided, however, that dead or diseased trees, shrubs, bushes, or other vegetation shall be cut and removed promptly from any Lot by the Owner thereof after such dead or diseased condition is first brought to the attention of the Committee and permission for such cutting and removal has been obtained.

Section Six. Residential Use. Unless otherwise designated on a recorded plat, each Lot shown on any subdivision plan subject to this Declaration shall be used only for private, single family residential purposes and not otherwise.

Section Seven. Hobbies and Activities. The pursuit of outside hobbies or inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkept conditions, the shooting of firearms, fireworks, or phrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot or the Common Area without the written consent of the Association.

Section Eight. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot, except household pets which may be kept thereon in reasonable numbers as pets for the sole pleasure and purpose of the occupants but not for any commercial use or purpose. Birds shall be confined to cages.

Section Nine. Nuisances and Unsightly Materials. No house or other structure on any Lot shall be used for commercial or business purposes. Each Owner shall refrain from any act or use of his/her Lot which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No noxious, offensive, or illegal activity shall be carried on upon any Lot. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor shall any substance, thing, or material be kept upon any Lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot outside an enclosed

structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal service units. In the event any Owner of any developed Lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds, or underbrush, the Association may, as its option, ten (10) days after posting a notice thereon, or mailing a notice to said Owner at his property address requesting such Owner to comply with the requirements of this Section, enter and remove all such unsightly items and growth at said Owner's expense, and the Owner shall be personally liable to the Association for the costs of removal, and the costs until paid shall be a permanent charge and lien upon such Lot enforceable to the same extent and collectible as provided for in Article V, entitled "Covenants for Maintenance Assessments." By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, its agents, assigns, or representatives. No such entry as provided herein shall be deemed as trespass. The provisions of this Section shall not apply to Lots upon which houses are under construction.

Section Ten. Governmental Regulations. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions, and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation, or restriction, and any provision of this Declaration, the more restrictive provision shall apply.

AMENDMENT TO ARTICLE VII

ARTICLE VII EASEMENTS

Article VII entitled "Easements" shall be amended in its entirety to read as follows:

Section One. General. Each Lot now or hereafter subjected to this Declaration shall be subject to all easements shown or set forth in the recorded plat(s) of survey upon which such Lot is shown. No structure(s) of any type shall be erected or placed upon any part of a Lot or Common Area which will interfere with the rights and use of any and all easements shown on said recorded plat.

Section Two. Utility and Drainage. An easement on each Lot is hereby reserved along, over, under, and upon a strip of land ten (10') feet in width parallel and contiguous to the rear or back Lot line of each Lot, and along, over, under, and upon a strip of land five (5') feet in width parallel and contiguous to each side Lot line, in addition to such other easements as may appear on the aforementioned recorded subdivision plat(s). The purpose of these easements shall be to provide, install, maintain, construct, and operate drainage facilities now or in the future and utility service lines to, from, or for each of the individual subdivision Lots. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements

in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. With ten (10) days prior written notice to Owner, the ARC may exercise the rights reserved in Section Three of this Article for the purpose of removing obstructions in such easements upon Owner's failure to do so. For the purpose of this covenant, the ARC, through the Association, reserves the right to modify or extinguish the herein reserved easements along any Lot lines when in its sole discretion adequate reserved easements are otherwise available for the installation of drainage facilities and/or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved without first obtaining the prior written consent of the ARC; provided, however, local service from utilities within easement areas to residences constructed upon any such Lots may be established without first obtaining separate consents therefor from the ARC. The Association may likewise reserve and grant easements for the installation and maintenance of sewerage, utility, and drainage facilities in, across, under, and over the Common Area.

Section Three. Emergency. There is hereby reserved, without further assent or permit, a general easement to all security guards employed by the Association, policeman, firemen, ambulance personnel, and all similar persons to enter upon the Properties or any portion thereof that is now or hereafter made subject to this Declaration in the performance of their respective duties.

Section Four. Utility Structures. Unless agreed to by the Association's Board of Directors, in writing, and subject to the vote required under Article IV, Section One. 3., no cellular towers or other communication structures shall be erected on the Properties, excepting those structures otherwise specifically authorized under this Declaration.

AMENDMENT TO ARTICLE X

Article X entitled "General Provisions," Section One., "Duration," is amended to read, in its entirety, as follows:

Section One. Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until December 31, 1999, at which time they shall be automatically extended for successive periods of five (5) years each unless it is agreed by the vote of a majority in interest of the then Owners of the above described property to change, amend, or revoke the restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

AMENDMENT TO ARTICLE XI

The Declaration is amended by adding a new Article XI which shall read, in its entirety, as follows:

ARTICLE XI EFFECTIVE DATE; CURATIVE PROVISION

Section One. Effective Date. The effective date of these amendments and changes to the restrictions contained in the Declaration shall be January 1, 2000.

Section Two. Curative Provision. In the event that any amendment or change to the Declaration is declared void and unenforceable, then the Declaration as originally written and recorded, including all amendments which are not deerned to be void and unenforceable, shall be reinstated effective as of January 1, 2000.

These amendments to the Declaration are effective as of January 1, 2000, subject to the same being filed in the Mecklenburg County Public Registry.

IN WITNESS WHEREOF, the President and Secretary of the Association, pursuant to the authority vested in them under the Bylaws of the Association and the Declaration, do hereby certify the due adoption of the foregoing amendments, set their hand and seal below, and the Declaration is amended as set forth herein.

Raintree Homeowners Association, Inc.

Rv.

Dresident

ATTEST:

Secretary

(Corporate Seal)



STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

I, Gail T. LASS Not and State, certify that BRUCE SWAUSON and acknowledged that he/she is Secret ASSOCIATION, INC., a corporation, and that by a corporation, the foregoing instrument was signed in corporate seal, and attested by himself/herself as its	tary of RAINTREE HOMEOWNERS uthority duly given and as the act of the its name by its President, sealed with its
Witness my hand and official seal, this the	97 day of MARCH , 2000.
(Official Seal) MY COMMISSION EXPIRES FEBRUARY 1, 2003 2/1/63	Notary Public
S:\SHARE\RAINTREE\covenants.1999.wpd	NOTARY SEAL ILLEGIBLE



JUDITH A. GIBSON REGISTER OF DEEDS, MECKLENBURG COUNTY **COUNTY & COURTS OFFICE BUILDING** 720 EAST FOURTH STREET CHARLOTTE NC 28202

Filed For Registration:

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RESTR 13 PGS

Recorder:

STEPHANIE LINDSEY

State of North Carolina, County of Mecklenburg

The foregoing certificate of GAIL T. LASS Notary is certified to be correct. This 17TH of March 2000

JUDITH A. GIBSON, REGISTER OF DEEDS By: <u>Valerie</u> J. W. Deputy/Assistant Register of Deeds



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