

INSTRUMENT # 2010048561



2010048561

Drawn by and mail to:
Weaver, Bennett & Bland, P.A.
P. O. Box 2570
Matthews, N.C. 28106

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**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, and as amended by that certain Amendment to Declaration recorded in Deed Book 11152, Page 627, 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, as amended, 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 five (5) years each unless it is agreed by the vote of the 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 December 29, 2009, 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 29, 2009, 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 29, 2009. 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 proper adoption of amendments to the Declaration of Covenants, Conditions and Restrictions originally recorded in Book 3282, Page 205, and amended in Deed Book 11152, Page 627, of the Mecklenburg County Public Registry, as follows:

FIRST AMENDMENT TO ARTICLE V

Article V, entitled "COVENANT FOR MAINTENANCE ASSESSMENTS," shall be amended by restating Section Twelve, to read, in its entirety, 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 \$200.00 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 fees set forth herein may be awarded the Association in the court's sole discretion.

SECOND AMENDMENT TO ARTICLE V

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

Section Thirteen – Special Assessments Applicable to Single-Family Attached Dwelling Units (Including Condominiums).

1. Adoption of Special Assessment by Board of Directors. In the event the Board of Directors of the Association, in its sole discretion, (a) determines that a Committee of a single-family attached dwelling area (including condominiums) has not adequately funded that Committee's maintenance obligations, including (but not limited

to) maintenance of its limited common area dedicated to the use and enjoyment of that Committee's members and/or the maintenance and/or repair of the exterior of single-family attached dwelling units owned by that Committee's members and, if applicable, the repair of the interior of such units resulting from the failure of the Committee to properly maintain and/or repair the exterior of such units, and/or (b) a judgment is rendered against the Association by a court of competent jurisdiction which is, in any manner, related to a Committee's failure to properly maintain and/or repair a member's unit, then in either case, the Board of Directors may:

(1) adopt a special assessment applicable to that Committee and its members in an amount equal to the estimated costs of (i) the required maintenance, (ii) the repair or replacement of the exterior of units, garages and other improvements associated with the units, (iii) the repair or replacement of the interior of such units resulting from the Committee's failure to properly maintain the exterior of such units, (iv) the expense of administering and supervising such maintenance, repairs and/or replacement work, all of which shall be determined and established in the sole discretion of the Association's Board of Directors, and/or (v) satisfying any judgment rendered against the Association related to a Committee's failure to maintain and repair such units, including (but not limited to) the judgment amount, interest, court cost, and reasonable attorney's fees incurred by the Association in defending any claim.

(2) establish a payment schedule for any special assessment adopted by the Board of Directors pursuant to the provisions of this Section Thirteen, provided, the Board of Directors shall send to each Committee member subject to a special assessment hereunder a notice thereof, which notice shall describe the judgment amount to be satisfied, or if applicable, the maintenance and/or work to be performed and or funded, the estimated cost thereof, and the payment schedule, which schedule shall not be effective until thirty (30) days after the notice provided for herein shall have been given by the Board of Directors. A written notice which is mailed by first class mail, postage prepaid, to the Raintree Subdivision property address of each Committee member affected by a special assessment under these provisions shall satisfy the notice requirements of this subsection.

2. Effect on Non-Payment. The failure of an Owner to pay an assessment levied by the Board of Directors of the Association under these provisions shall subject the Owner to personal liability to the Association in the amount of the unpaid assessment, which amount shall be a permanent charge and lien upon the Owner's Lot enforceable to the same extent and collectible as provided in this Article V, including (but not limited to) the costs of collection, attorney's fees, interest from the due date at the highest legal rate, and such other charges as may be legally imposed by the Board of Directors in the collection of past due assessments.

3. Use of Assessments. The Association shall hold and/or expend the assessment funds collected hereunder for the sole and exclusive benefit of the Committee subject to assessment under these procedures, which funds shall only be expended by the Association and/or the Committee affected by the special assessment for the purposes set forth herein, provided, the Association shall be entitled to reimburse itself for the expenses incurred by the Association and described in Subsection 1(a)(1)(iv) hereinabove

and the collection costs incurred by the Association (including reasonable attorney's fees) in enforcing its collection and lien rights hereunder.

4. Specific Application. The provisions hereof shall be specifically applicable to the following Committees: (a) the Cricket Lake Committee which is otherwise known as Section 1-L of the Raintree Subdivision, such Committee having been established by a Supplement to the Declaration recorded in Deed Book 3557, at page 61, Mecklenburg County Public Registry, (b) the Fairway Townhouses committee which is otherwise know as Section 1-N of the Raintree Subdivision, such Committee having been established by a Supplement to the Declaration recorded in Deed Book 3692, at page 80, and rerecorded in Deed Book 3694, page 102, Mecklenburg County Public Registry and (c) the 2-M Committee which is otherwise known as Section 2-M of the Raintree Subdivision, such Committee having been established by a Supplement to the Declaration recorded in Deed Book 3593, page 575, Mecklenburg County Public Registry.

AMENDMENT TO ARTICLE VI

Article VI, entitled "ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS," shall be amended by restating Sections Two to read, in its entirety, as follows:

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 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 a 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.

ADDITION OF ARTICLE XII

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

**ARTICLE XII
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 December 31, 2009.

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 deemed to be void and unenforceable, shall be reinstated effective as of December 31, 2009.

These amendments to the Declaration are effective as of December 31, 2009, subject to the same being filed in the Mecklenburg County Public Registry.

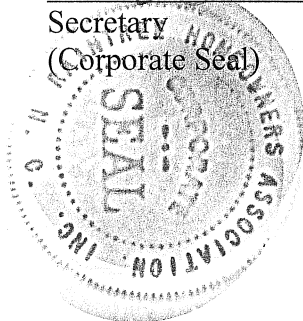
IN WITNESS THEREOF, the President and Secretary of the Association, pursuant to the authority vested in them under the Bylaws of the Association and the Declaration, do hereby certify the due adoption of the foregoing amendments, do set their hands and the corporate seal below and state that the Declaration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

RAINTREE HOMEOWNERS ASSOCIATION,
INC.

By : 
JOHN MITCHELL, President

ATTEST:


Secretary
(Corporate Seal)



**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

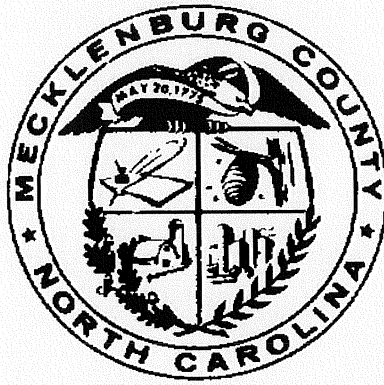
I, Gail T. Lass, Notary Public for the County of Mecklenburg, State of North Carolina, certify that ROGER O'SULLIVAN, personally came before me this day and acknowledged that he is the Secretary of RAIN TREE HOMEOWNERS ASSOCIATION, INC., a corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal, this the 28th day of February, 2010.



Gail T. Lass
Notary Public

My commission expires: 2/1/13

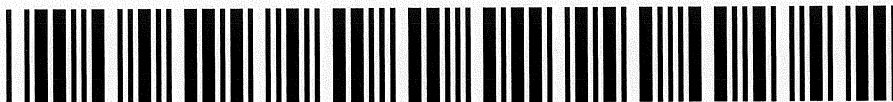


J. DAVID GRANBERRY
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

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