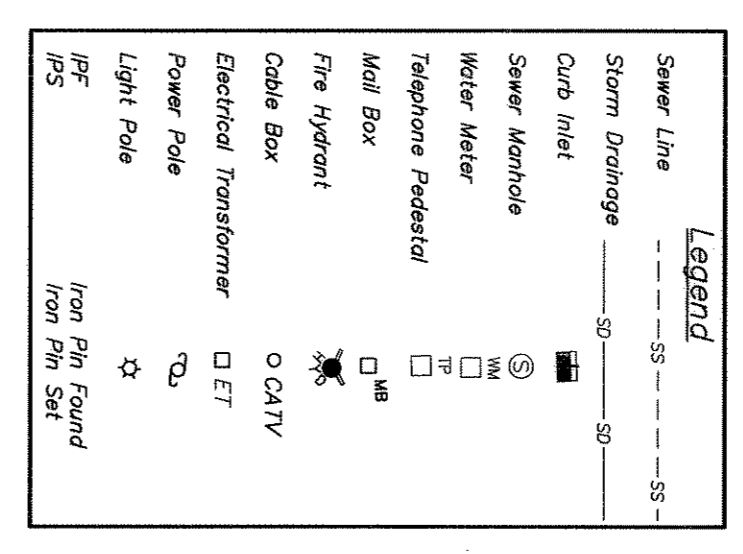


# Raintree Country Club Golf

Approved in accordance with the provisions of chapter 20 (Subdivision ordinance) of the City Code of the City of Charlotte, North Carolina.  
 Ordinance No. 38817  
 Planning Commission  
 Date: 7/12/2012

55 PAGE 407  
 # 2013183708

FILED FOR REGISTRATION  
 AUG. 9, 2011  
 9:51 AM  
 A.C.



### Development Data:

Tax Parcel #: 225-281-17  
 Address: 3739 Windbluff Drive  
 Gross Site Area: 2.41 Ac.  
 Zoning: City of Charlotte R-1SPUD  
 Permitted Number of Lots: 5  
 Total Density Proposed: 2.07 DU/ac (5 Units/2.41 Ac)  
 Minimum Lot Size: 15,000 SF  
 Minimum Lot Width at Front Setback: 30'  
 Minimum Front Setback: 70'  
 Minimum Rear Yard: 45'  
 Minimum Side Yard: 5'

### Maximum Building Coverage per Lot:

Single Family Lot Size (SF) Max. Building Coverage (%)  
 8,501 SF - 15,000 SF: 35%  
 15,001 SF or Greater: 30%

### Impervious Area Calculation:

Total Site Area: 2.41 Ac.  
 Total Impervious Area Allowed: 0.58 Ac. (24% Site Area)  
 Private Driveway: 0.13 Ac. (5,736 sq ft)  
 Site Impervious Area Allowed Minus Private Road: 0.45 Ac.  
 Maximum Impervious Area Per Lot: 0.09 Ac. (3881 sq ft)

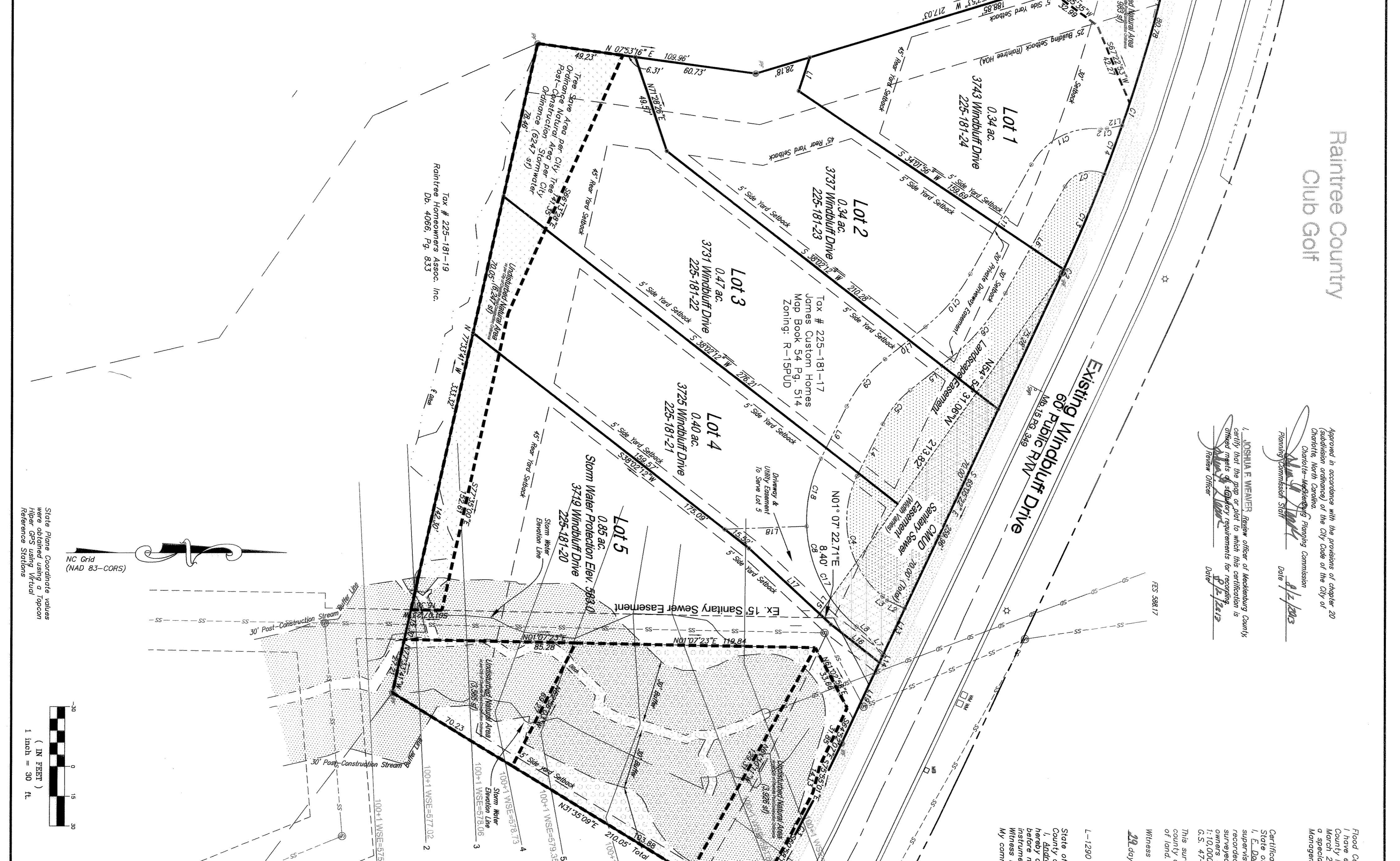
### Treesave/Natural Area Calculation:

Total Site Area: 2.41 Ac.  
 Total Treesave Required: 0.24 Ac. (10,476 sq. ft., 10% Site Area)  
 Total Treesave Provided: 0.24 Ac. (10,476 sq. ft., 10% Site Area)  
 Total Natural Area Required: 0.60 Ac. (26,190 sq. ft., 25% Site Area)  
 Total Natural Area Provided: 0.60 Ac. (26,197 sq. ft., 25% Site Area)

### NOTES:

1. Areas computed using coordinate geometry.
2. Survey subject to full title search.
3. This property may be subject to right of way, easements, etc.
4. All distances shown are horizontal ground distances.
5. No recordable NCGS Horizontal Control Monument located within 2000 feet of subject property.
6. 2000 feet of subject property, otherwise noted.
7. Broken lines indicate property lines not surveyed.
8. All adjoining property owner information is taken from current deeds and tax records and are considered as "Now or Formerly" owners.
9. All utility lines shown are assumed to be in place.
10. Other underground utilities may exist but their location is not shown.
11. The lots shown within the Stormwater Elevation Line are subject to flooding during heavy rainfall and the construction of building or structures below the Stormwater Elevation Line, as shown, may result in flooding of the building or structure.
12. Tree Save Act per City Tree Ordinance, Natural Area per City Tree Ordinance, Stormwater Ordinance.
13. The purpose of the Post-Construction Storm Water Buffer Line is to reduce the amount of stormwater runoff entering the City of Charlotte Post-Construction Stormwater Ordinance.
14. Stormwater Elevation Line (SWEL) has been located from a field survey.

Tax # 225-181-08  
 Raintree Homeowners Assoc. Inc.  
 Ds. 4056, Pg. 833  
**Raintree Country Club Golf**



**Flood Certification**  
 I have examined the Flood Insurance Rate Map for Mecklenburg County, North Carolina, community flood number 37184690A, dated March 2, 2009, and have determined that the subject property is not in a special flood hazard area as determined by the Federal Emergency Management Agency.

**Certificate of Survey and Accuracy**  
 I, DONALD LAWRENCE, certify that this plat was drawn under my supervision from an actual survey made under my supervision (as recorded in Book 285, Page 384), that the boundaries not shown on this plat are as shown on the plat, that the ratio of precision as calculated is 1:10,000 or better, that this plat was prepared in accordance with G.S. 47-30 as amended.  
 This survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels.  
 Witness my original signature, registration number and seal this the 29 day of July, A.D., 2012.  
 F. Donald Lawrence, Notary Public

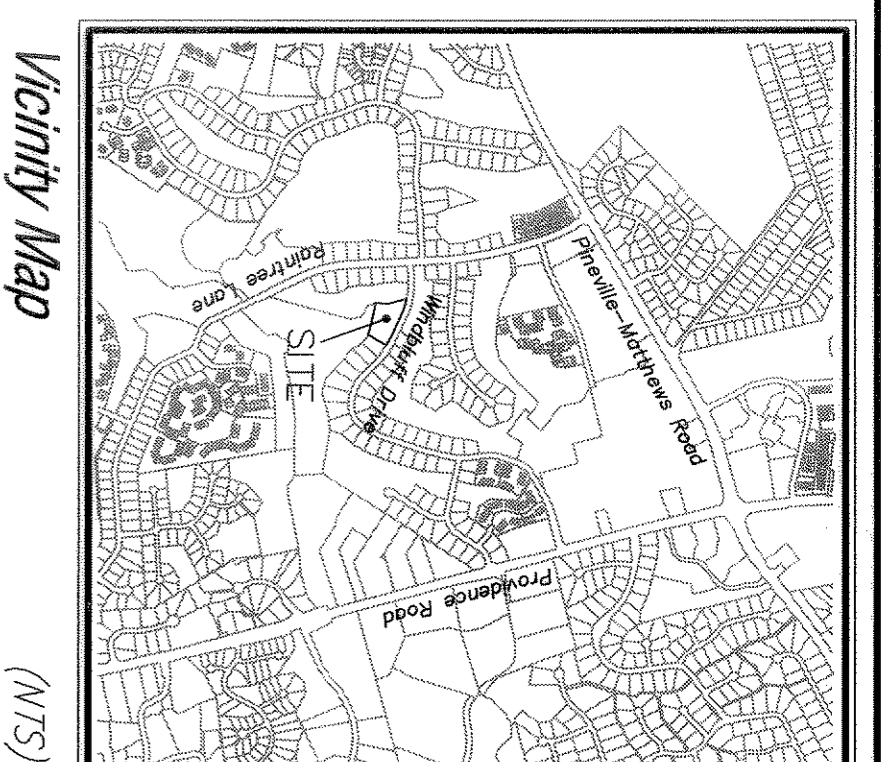
**Notary Public**  
 Andrew Lawrence  
 Notary Public  
 Union County, N.C.

**CURVE TABLE**

Curve	Radius	Length	Chord	Unit Ang.
C1	772.29	170.52	170.17	N71°53'54" W
C2	772.29	2.03	2.03	N65°09'53" W
C3	868.03	86.05	86.00	N61°54'47" W
C4	50.00	65.46	61.99	N72°59'27" E
C5	50.00	42.75	42.48	N85°51'56" E
C6	110.00	42.75	42.48	N85°51'56" E
C7	15.00	32.73	30.61	S172°58'48" E
C8	20.00	31.05	28.55	N172°59'27" E
C9	20.00	30.72	30.48	S51°11'48" W
C10	90.00	34.99	34.76	N62°54'58" W
C11	35.00	41.09	38.72	S27°25'07" E
C12	772.29	52.10	52.09	N67°02'30" W
C13	772.29	25.69	25.69	N70°03'27" W
C14	772.29	44.67	44.71	S82°17'38" E
C15	70.00	28.71	28.51	N67°35'15" E
C16	70.00	28.71	28.51	N67°35'15" E
C17	20.00	28.21	28.55	N63°14'04" E
C18	20.00	34.63	34.48	S78°17'07" E

**LINE TABLE**

Line	Bearing	Length
L1	N71°52'05" W	17.84
L2	S65°26'00" W	9.64
L3	S89°54'38" W	3.17
L4	N63°55'45" W	29.75
L5	N89°46'52" W	25.75
L6	N61°33'01" W	61.29
L7	N61°33'01" W	61.29
L8	S89°54'38" W	6.88
L9	S89°54'38" W	6.88
L10	N63°55'45" W	29.75
L11	N69°46'52" W	25.75
L12	N70°03'27" W	62.75
L13	N70°03'27" W	7.85
L14	S65°26'00" W	29.17
L15	N64°54'37" W	10.26
L16	S89°02'12" W	30.80
L17	S43°08'59" W	56.16
L18	S02°04'55" E	41.05
L19	S85°05'22" E	44.68



**LAWRENCE ASSOCIATES**  
 108 W. Jefferson Street  
 Charlotte, NC 28202  
 P 704-286-1013  
 F 704-283-5055  
 www.lawrenceass.com

**Minor Subdivision Final Plat For: Windbluff Court**  
 Owner - James Custom Homes, INC.  
 2435 Plantation Center Drive  
 Matthews, NC 28105

Job No. 3136 Drawing No. 12/152

DATE: July 12, 2012  
 DRAWN BY: J.L.H.

FOR REGISTRATION  
J. David Granberry  
REGISTER OF DEEDS  
Mecklenburg County, NC  
2013 AUG 02 09:51:50 AM  
BK:55 PG:407-408  
FEE:\$21.00  
INSTRUMENT # 2013123708

PHETSL



2013123708

FOR REGISTRATION  
J. David Granberry  
REGISTER OF DEEDS  
Mecklenburg County, NC  
2013 AUG 16 02:31:34 PM  
BK:28624 PG:271-282  
FEE:\$26.00  
INSTRUMENT # 2013131977

BAKERFR



*Space above this line reserved for recording information.*

Prepared by and return to: Hinson Faulk, P.A., 309 Post Office Drive, Indian Trail, NC 28079

201308123

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

**SUPPLEMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE VILLAGE OF RAINTREE  
RELATING TO WINDBLUFF COURT**

THIS SUPPLEMENTAL DECLARATION to the Declaration of Covenants, Conditions and Restrictions for the Village of Raintree, Section 1-A through 10-D and 2A-2E is made this 15<sup>th</sup> day of August, 2013 by **JAMES CUSTOM HOMES, INC.**, a North Carolina corporation, having its principal place of business in Mecklenburg County, North Carolina, and with mailing address 2435 Plantation Center Dr., Suite 200, Matthews, North Carolina 28105 (hereinafter referred to as "Developer"):

**WITNESSETH:**

WHEREAS, Developer is the owner of a certain 2.41-acre tract of land situated in Charlotte Township, Mecklenburg County, North Carolina, the said parcel being situated within an area designated as the Village of Raintree Planned Unit Development by the Charlotte-Mecklenburg County Planning Commission; and

WHEREAS, Developer is a successor in title to the said 2.41-acre tract from the Ervin Company by virtue of appropriate deeds constituting a chain of title duly filed and recorded in the Mecklenburg County Public Registry; and

WHEREAS, on March 26, 1971, the Ervin Company caused to be filed in the Office of the Register of Deeds of Mecklenburg County a certain Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") dated March 26, 1971, and recorded in Book 3282 at Page 205 in said Registry; and

WHEREAS, as successor in title to the Ervin Company, Developer comes within the definition of "Developer" contained in Paragraph 4 of Article I of said Declaration; and

WHEREAS, Article II, Section Two of said Declaration provides that Developer (as therein defined) may extend the Declaration and the Covenants and Restrictions therein contained to other properties situated within the Village of Raintree Planned Unit Development by filing of record a supplementary declaration in respect to the property to be subject to said Declaration in order to extend the scheme of said 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.; such supplementary declaration to contain such additions or modification to said Declaration as may be necessary to reflect the different character of the added property; provided however, any such supplementary declaration may not revoke or otherwise amend the provisions of the Declaration as they pertain to Sections 1A through 1D and 2-A through 2-E, or any other section for which supplementary declarations have been filed; and

WHEREAS, Developer is building single-family detached homes on the land described herein as same is defined in Article III, Section Two, A(3) of the Declaration; and

WHEREAS, Developer now intends to so subject additional property to said Declaration of March 26, 1971 and to place such additional or modified covenants, conditions, easements and restrictions thereon as may be necessary to reflect the different character of such additional property, and to be supportive financially to the existing Raintree Homeowners Association, Inc.; and

WHEREAS, Developer desires to insure the attractiveness of the development on the land described herein, including the area within the rights-of-way of the private road, the Landscape Area between the Private Road and Windbluff Drive, and entrance landscaping and signage, if any; to prevent any future impairment thereof; to prevent nuisances; to preserve, protect and enhance the values of the said property; and to provide for the ongoing maintenance of the Private Road located throughout the Development and the Landscape Area between the Private Road and Windbluff Drive as shown on the minor subdivision plat for Windbluff Court recorded in Map Book 55, Page 407 in the Mecklenburg County Public Registry; and in order to accomplish these objectives deems it advisable to subject the real property described in Article I to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth; and

WHEREAS, Developer deems it desirable, in order to insure the efficient preservation, protection and enhancement of the values in the Development, that an organization be created to which will be delegated and assigned the powers of maintaining the Private Road and the Landscape Area and administering and enforcing the covenants and restrictions contained herein and collecting and disbursing the assessments and charges hereinafter imposed; and

WHEREAS, Developer plans to create for the purposes aforesaid a North Carolina nonprofit corporation under the name and style of Windbluff Court Homeowners Association, Inc.

NOW, THEREFORE, in consideration of the premises, Developer hereby declares that the property 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 hereby 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 thereof.

**ARTICLE I  
PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

The property which is hereby made subject to said Declaration of March 26, 1971, as said Declaration pertains to single family dwelling units and which shall be held, transferred, sold, conveyed and occupied subject to said Declaration, is located in Charlotte Township, Mecklenburg County, North Carolina, and is more particularly described and shown on the attached "Exhibit A" which is incorporated herein by reference. The property shown and described on said "Exhibit A" is the property conveyed to Developer in that certain deed recorded in Book 27764 at Page 617 in said Registry.

Only the property described on "Exhibit A" hereto 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.

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 Raintree Homeowners Association, and the full use and enjoyment of all existing Common Areas of the Village of Raintree.

**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. (4) Developer is hereby amended to read: "Developer" shall mean and refer to James Custom Homes, Inc., a North Carolina corporation, having a principal place of business in the City of Charlotte, Mecklenburg County, North Carolina, its successors and assigns, but only insofar as there pertains to the property described in Article I above.
2. Article VIII, Section One of the Declaration, Right of First Refusal is deleted. Section Two thereof, Sale by Mortgage shall be applicable to the property subject to this Supplemental Declaration.
3. Article IX entitled Raintree Country Club is hereby deleted, including all of Sections One, Two, Three, Four, Five, Six, Seven and Eight and the following is inserted in lieu thereof:

Every person or entity, other than the Developer, who is the owner of a fee interest in any lot or who is purchasing a lot under a contract purchase agreement, may (but shall not be required to) apply to become a member of the Raintree Country Club in accordance with the then existing Rules and Regulations governing such application for membership.

4. 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 at any time and from time to time during the period or extension or renewal thereof by an agreement signed by Developer, if it is the owner of any lots subject hereto, and to the extent permitted by law, by at least four-fifths of the owners of those lots who are subject hereto. In addition, any such Amendment may not be effective until the instrument evidencing such change has been filed of record in the land records of Mecklenburg County, North Carolina. Every purchaser or subject grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a Deed or other covenants therefore, thereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided herein.

5. 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 the Village of Raintree shall relate to the property developed or to be developed by James Custom Homes, Inc. and shall supersede and control over any conflicting provisions of the Bylaws of the Association, any rules or regulations established by the Association, and any other instruments of any kind.

### ARTICLE III DEFINITIONS APPLICABLE TO THE REMAINDER OF THIS SUPPLEMENTAL DECLARATION

**Section 1.** "Windbluff Association" shall mean and refer to the Windbluff Court Homeowners' Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

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

**Section 3.** "Bylaws" shall mean and refer to the Bylaws governing operation of the Windbluff Association.

**Section 4.** "Properties" shall mean and refer to the property described in Article I hereof and further described and shown on the attached "Exhibit A" which is incorporated herein by reference.

**Section 5.** "Lot" shall mean and refer to any plot of land with delineated boundary lines shown upon any recorded subdivision map of the Properties, with the exception of any common area, common open space, street, walkway or easement shown on any recorded map. In the event any lot is increased or decreased in size by re-subdivisions through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a lot for the purposes of this Supplemental Declaration.

**Section 6.** "Developer" shall mean and refer to JAMES CUSTOM HOMES, INC., a North Carolina corporation, and those of its successors and assigns, if any, to whom the rights of Developer hereunder are expressly transferred hereafter, in whole or in part, and subject to the terms and conditions as the Developer may impose.

**Section 7. "Landscape Area"** shall mean and refer to those areas with delineated boundary lines shown and designated as "Landscape Easement" on any recorded subdivision map of the Properties.

**Section 8. "Member"** shall mean and refer to every person or entity that holds membership in the Windbluff Association.

**Section 9. "Private Road"** shall mean and refer specifically to the 20' private driveway easement serving to provide access to the Lots from Windbluff Drive, designated as "20' Private Driveway Easement" on any plat of the property described in Article I hereof. The Private Road shall be an easement in favor of the Windbluff Association and its Members to provide access to the Lots. When the word "street" is used herein, it shall include and refer to the Private Road.

#### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

**Section 1.** Every Owner of a Lot which is subject to assessment shall be a Member of the Windbluff Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

**Section 2.** The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be classes of Lots with respect to voting rights:

(a) **Class A Lots.** Class A Lots shall be all lots except Class B Lots as the same are hereinafter defined. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members, and the vote appurtenant to said Lot shall be exercised as they, among themselves, determine.

(b) **Class B Lots.** Class B Lots shall be all Lots owned by Developer which have not been converted to Class A Lots as provided in paragraphs (1) or (2) below. Developer shall be entitled to ten (10) votes for each Class B Lot owned by Developer. The Class B Lots shall cease to exist and shall be converted to Class A Lots:

(1) When Developer sells, conveys or transfers the last Lot it owns; or

(2) On December 31, 2023, whichever event shall first occur. When the Class B Lots cease to exist and are converted to Class A Lots, Developer shall have the same voting rights as other owners of Class A Lots.

#### ARTICLE V EASEMENTS

**Section 1. Owner's Easement of Enjoyment, Ingress and Egress.** Every Lot Owner shall have a right and easement of enjoyment in and to the Private Road, which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Windbluff Association to charge reasonable fees for the maintenance of the Private Road and to limit the use of said Private Road to Lot Owners who occupy a residence on the Properties, and to their families, invitees, and guests.

(b) The right of the Windbluff Association to dedicate or transfer all or any part of the Private Road to any public agency authority or utility for such purposes and subject to such conditions as may be agreed to by the

Members.

No such dedication or transfer shall be effective unless the Members unanimously agree to such dedication or transfer and signify their agreement by a signed document duly recorded in the Mecklenburg County Public Registry, provided that this subsection shall not preclude the Board of Directors of the Windbluff Association from granting easements for the installation and maintenance of sewerage, utilities including CATV, and drainage facilities upon, over, under and across the Private Road or Landscape Area without the assent of the membership when such easements, in the opinion of said Board, are requisite for the convenient use and enjoyment of the Property.

**Section 2. Reserved Easements.** Easements for installation and maintenance of driveways, walkways, parking areas, water lines, gas lines, cable television, telephone, electric power lines, sanitary sewer and storm drainage facilities and other utility installations are reserved as shown on the recorded plat. Further, easements ten (10) feet in width for such purposes are reserved over, under and through and along the front lot lines of all lots shown on recorded plats, and easements five (5) feet in width for such purposes are reserved over, under and through and along all side lot lines of all lots shown on recorded plats, as well as temporary easements five (5) feet in width along the rear lot lines for construction, maintenance and repair purposes. In the event it is determined that other and further easements are required over any lot or lots in locations not shown on the recorded plat and not along rear or side lot lines, such easements may be established by the Developer, except that if any such easements are reserved or established after the conveyance of a Lot or Lots to be affected thereby, the written assent of the Owner or Owners of such Lot or Lots and of the trustees and mortgagees in deeds of trust constituting a lien thereon shall be required.

Within any such easements above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation, delivery and maintenance of public utilities, or which may obstruct or change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

**Section 3. Landscape Area Easement.** An easement is hereby granted to the Windbluff Association and its associates, employees and contractors, over, under and through the portion of each Lot designated as "Landscape Area" on the recorded plat, for ingress and egress, for the installation and maintenance of landscaping, and for the maintenance of the grassed areas between the Private Road and the sidewalk and the grassed areas between the sidewalk and Windbluff Drive. The grass maintenance shall include planting and mowing the grass, removing grass clippings and weeds, applying fertilizer when recommended, soil aeration, and the construction, maintenance and operation of an irrigation system to support the grass, including installation and maintenance of a water meter and electricity necessary to support the irrigation system. No Lot Owner shall add or remove plants, mow the grass, or otherwise alter the Landscape Area without approval of the Board of the Windbluff Association.

## ARTICLE VI COVENANT FOR ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Windbluff Association: (1) annual assessments or charges and (2) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal or corporate obligation of the person(s), firm(s), or



corporations owning such property at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owners' successors in title unless expressly assumed by them. Although unpaid assessment charges are not the Personal obligation upon such Owner's successors in title unless expressly assumed by their successors in title, the unpaid assessment charges continue to be a lien upon the property against which the assessment has been made.

**Section 2. Purposes of Assessments.** The assessments levied by the Windbluff Association shall be used exclusively to promote the health, safety and welfare of the residents of the Properties, to enforce these Covenants and the rules of the Windbluff Association, and in particular to improve and maintain the Private Road and to maintain the Landscape Area, and to provide the services and facilities devoted to this purpose and related to the appearance of the Private Road and the Landscape Area, including but not limited to: the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed; the procurement and maintenance of insurance in accordance with the By-Laws; the employment of attorneys to represent the Windbluff Association when necessary; and such other needs as may arise.

Without limiting the generality of the above-described purposes, the assessments levied by the Windbluff Association may be used as follows:

- (a) to keep the Private Road clean and free from debris and to maintain the same in a clean and orderly condition;
- (b) to pay all taxes levied against any property owned by the Windbluff Association (however, the Windbluff Association shall not be responsible for ad valorem property taxes assessed against any part of any Lot, including the parts of Lots contained in the Landscape Area or the Private Road);
- (c) to pay the premiums on all insurance carried by the Windbluff Association pursuant hereto or pursuant to the Bylaws;
- (d) to pay all legal, accounting and other professional fees incurred by the Windbluff Association in carrying out its duties as set forth herein or in the Bylaws;
- (e) to provide for maintenance, repair and improvement of the Private Road; and
- (f) to provide for maintenance of the Landscape Area, including maintenance of landscaping, mowing the grass, removing grass clippings and weeds, applying fertilizer when recommended, soil aeration, and the construction, maintenance and operation of an irrigation system to support the grass, including payment of water and electricity for the water meter serving the grassed areas described in this paragraph; and
- (g) to maintain contingency reserves as to the use provisions described in subsections (a) through (f) above in amounts determined by the Board of Directors.

**Section 3. Maximum Monthly Assessment.** Until January 1<sup>st</sup> of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall not be in excess of \$1,000.00 per Class A Lot, and there shall be no assessment for any Class B Lot(s) until converted to Class A lot(s).

(a) From and after January 1<sup>st</sup> of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be set by the Board of Directors, but the annual assessment shall not exceed \$1,000.00 per Class A Lot unless such increase is approved by no less than four fifths (4/5) of the votes appurtenant to all Lots (Class A and Class B), said votes being cast in person or by proxy at a meeting

duly called for this purpose.

(b) Any annual assessment established by the Board of Directors of the Windbluff Association shall continue thereafter from year to year as the annual assessment until changed by said Board.

(c) The annual assessment shall be paid on a pro-rata basis as to Class A Lots, effective as of the date of acquisition of such Lot by the Owner(s), calculated upon the basis of the remaining days in the year in which such Lot is acquired.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Windbluff Association may levy, in any assessment year, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, repair, replacement, additions to or improvements to capital improvements upon the Private Road. Any such Special Assessment shall be applicable to all Lots and shall be approved by no less than four fifths (4/5) of the votes appurtenant to all Lots (Class A and Class B), said votes being cast in person or by proxy at a meeting duly called for this purpose.

**Section 5. Assessment Rate.** Except for the difference between assessments for Class A and Class B Lots, both annual and special assessments must be fixed at a uniform rate for all Lots and shall be payable in advance and collected on an annual basis or as determined by the Board.

**Section 6. Notice of Quorum for any Action Authorized Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all Members no less than thirty (30) 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 appurtenant to Class A Lots and Class B Lots shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice or requirement, and if the same is called for a date no later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

**Section 7. Date of Commencement of Annual Assessments; Due Date; Certificate of Payment.** The annual assessment provided for herein as to a Class A Lot shall commence as to all Class A Lots subject to this Declaration upon the conveyance of the first Lot to an Owner. The first annual assessment shall be subject to the limit of the "maximum annual assessment" set forth in Section 3 of this Article and shall be adjusted according to the number of months remaining in the calendar year. Prior to January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Lot, and at least fifteen (15) days thereafter the Board shall send written notice of each assessment to every Owner subject thereto.

The due dates for payment of annual and special assessments shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**Section 8. Effect of Nonpayment of Assessments; Remedies of the Windbluff Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law. The Windbluff Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot. Any assessment not paid within fifteen (15) days of the due date shall be subject to the maximum late charge permitted by applicable law.

**Section 9. Subordination of the Lien to Mortgages.** The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a lot. Sale or transfer of any lot shall not affect any assessment lien. However, the sale or transfer of any lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof 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, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

**Section 10. Exempt Property.** All property 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.

## ARTICLE VII INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Windbluff Association shall indemnify any and all persons who may serve or whom have served at any time as directors or officers of the Windbluff Association against any and all expenses (including amounts paid upon judgments, counsel fees and amounts paid in settlement either before or after suit is commenced) actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties or a party, and which claim, action, suit or proceeding is asserted against them or any of them by reason of being or having been directors or officers or a director or an officer of the Windbluff Association, except in relation to matters as to which any such director or officer or former director or officer or person shall be adjudged in any action, suit or proceeding guilty of willful and intentional negligence or misconduct in the performance of his or her duties to the Windbluff Association. Provided, however, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement as being in the best interests of the Windbluff Association. The provisions hereof shall be in addition to and not exclusive of any and all other rights to which any director or officer may otherwise be entitled under any law, by-law, agreement, or vote of the Windbluff Association Members. In the event of the death of any officer or director, the provisions hereof shall extend to such person's legal heirs, representatives, successors and assigns. The foregoing rights shall be available whether or not such person or persons were in fact directors or officers at the time of incurring or becoming subject to such expenses, and whether or not the proceeding, claim, suit or action is based on matters which antedate the adoption of a by-law, agreement or vote of the Windbluff Association Members.

## ARTICLE VIII ARCHITECTURAL CONTROL

The Raintree Covenants contain architectural restrictions that apply to the Properties and require architectural approval to be obtained from the Architectural Committee for the Raintree Homeowners' Association, Inc. prior to construction of improvements on any Lot.

## ARTICLE X GENERAL PROVISIONS

**Section 1. Enforcement.** The Windbluff Association or any Owner shall have the right to enforce, by any 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 Windbluff 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 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

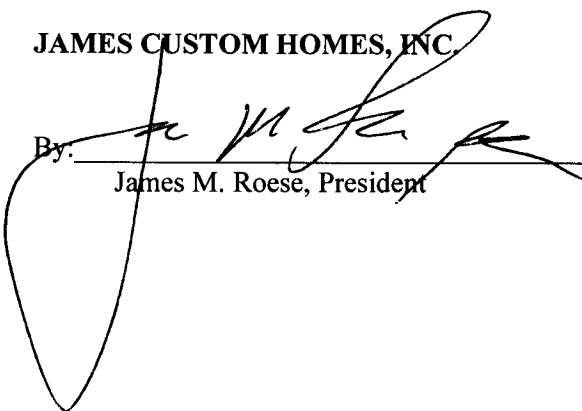
**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by a vote of the Owners of four fifths (4/5) of the Lots after the expiration of said twenty-five (25) year period.

This Declaration may be amended or terminated during the first twenty-five (25) year period by an instrument signed by the Owners of not less than four fifths (4/5) of the Lots. Any amendment or termination must be properly recorded.

**Section 4. Transfer of Developer's Vested Interest.** Developer, in its sole discretion, may at any time after Developer no longer has a majority vested interest (lot voting rights) transfer Developer's responsibilities contained herein to existing and future property owners or to the Windbluff Association.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed this 15 day of August, 2013.

JAMES CUSTOM HOMES, INC

By:  (Seal)  
James M. Roese, President

STATE OF NORTH CAROLINA

COUNTY OF Union

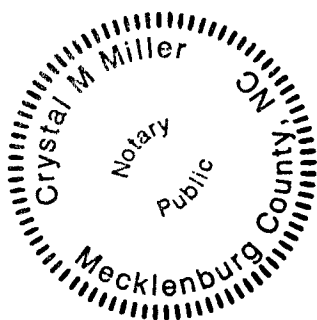
I, Crystal M. Miller, Notary Public for the County of Mecklenburg State of North Carolina, hereby certify that James M. Roese, personally known to me, personally came before me this day and acknowledged that he is the President of James Custom Homes, Inc., a North Carolina corporation, and that he, as President and being authorized to do so, executed the foregoing on behalf of the corporation for the purposes expressed therein.

Witness my hand and official seal, this the 15 day of August, 2013.

(Official Seal)

Crystal M Miller  
Notary Public

My commission expires: 6-6-2017



**EXHIBIT A**

BEING all of Lots 1, 2, 3, 4 and 5 shown and described on plat entitled "Minor Subdivision Final Plat For Windbluff Court", as such plat is recorded in Map Book 55, Page 407, Mecklenburg County Public Registry, reference to which is hereby made for a more particular metes and bounds description.