

3615-302

REAL ESTATE PAGE
BOOK

3615 0302

FILED
FOR
REGISTRATION

1973 AUG 28 PM 1 56

CHARLES E. CRONDER
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

76

FOR

FOUR SEASONS SUBDIVISION

SECTION 1-D

THIS SUPPLEMENTARY DECLARATION to the Declaration of Covenants, Conditions and Restrictions for Four Seasons Subdivision-Section One is made this 28th day of August, 1973, by THE ERVIN COMPANY, a Delaware corporation, having a principal place of business in said Mecklenburg County, North Carolina (hereinafter referred to as "Developer").

W I T N E S S E T H :

WHEREAS, Developer is the owner of that certain Subdivision in said Mecklenburg County, North Carolina, commonly known and identified as Four Seasons Subdivision, Section 1-A and 1-B, plats thereof having been filed of record in the Mecklenburg Public Registry and as to which sections of said Subdivision a Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") dated August 20, 1971, has been filed of record in the Office of the Register of Deeds for Mecklenburg County in Book 3347 at page 215; and

WHEREAS, Article II, Sections Two and Three of said Declaration provide that Developer may extend the Declaration (and the covenants and restrictions therein contained) to other property 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 Four Seasons Subdivision, and thereby bring such additional property within the jurisdiction of Four Seasons Homeowners Association, Inc., a non-profit corporation organized and existing for the benefit of residents of said Four Seasons Subdivision, and herein referred to as "Association," each Supplementary Declaration to contain such additions or modifications to said Declaration as may be necessary to reflect the different character of the added property, provided, however, any such Supplementary Declaration shall not revoke or otherwise amend the provisions of said Declaration as pertain to Sections 1-A and 1-B or any other section for which supplementary declarations have been filed; and

WHEREAS, Developer now intends to so subject additional property to said Declaration of August 20, 1971, and to place such additional or modified covenants, conditions, easements, and restrictions thereon as may be necessary to reflect the different character of the properties hereby added to Four Seasons Subdivision;

Drawn By: The Ervin Company
By: R. Worth Mangum

3615 0303

NOW, THEREFORE, in consideration of the premises, Developer hereby declares that the property described on Rider A attached hereto and by reference made a part hereof shall be held, sold and conveyed subject to said Declaration of Covenants, Conditions, and Restrictions for Four Seasons Subdivision, Sections 1-A and 1-B to the same extent and degree as if said Declaration were herein set out in its entirety, further subject to such additional covenants, conditions, easements, restrictions and modifications (hereinafter collectively referred to as "Restrictions") as are herein set forth. The Restrictions 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 properties or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

PROPERTIES SUBJECT TO THIS SUPPLEMENTARY DECLARATION

The additional property which is hereby made subject to said Declaration of August 20, 1971, and which shall be held, transferred, sold, conveyed and occupied subject to said Declaration, is located in Crab Orchard Township, Mecklenburg County, North Carolina, and is more particularly described on Rider A attached hereto and by reference made a part hereof, and shown on a plat showing a portion of Four Seasons Section 1-D prepared by Charles G. Rust, P. E., which plat is dated July 23, 1973 and a copy thereof recorded in the Mecklenburg Public Registry in Map Book 16, at page 143.

The above described property shall also be held, transferred, sold, conveyed and occupied subject to such additional and modified restrictions as are hereafter provided.

Only the property shown on said subdivision plat of Four Seasons as described in this Article I is hereby made subject to this Supplementary Declaration and to said Declaration dated August 20, 1971.

ARTICLE II

MODIFICATIONS TO DECLARATION FOR SECTION 1-D

The following modifications are hereby made to the Declaration as said Declaration shall apply to the additional property identified in Article I above and made subject thereto:

Article I, Definitions, of the Declaration is amended by adding a new subparagraph 10 to the end of said Article I as follows:

10. "Committee" shall mean a standing committee of the Association composed of all Owners in Section 1-D, which Committee shall have the responsibility and powers as provided in Article III Section Three below to do any and all things necessary to perform such duties and to levy and collect assessments from Owners within Section 1-D, in addition to the assessments of the Association set out in Article V, Section Two (a) and (b), to insure perpetuation of Developer's scheme for the maintenance and repair of those certain improvements within said Section 1-D more particularly set out in

3615 0304

Article V, Section Two (c).

11. "Committee Common Area" shall mean those ^{Common} Areas within Section 1-D indicated as Committee Common Areas on the plat of Section 1-D recorded in the Mecklenburg Public Registry.

Article III, Property Rights, is hereby amended by adding the following new and additional Section Three at the end thereof as follows:

Section Three. Powers of Committee - Section 1-D

The Committee shall have all rights, powers, duties, and obligations as are hereinabove vested in the Association, or as may hereafter be declared by any Supplementary Declaration, the Association Articles of Incorporation or By-Laws, or rules and regulations duly adopted by the Association, to take and do each and every action the Association is entitled to take or do as provided in Sections One and Two of this Article III with respect to the Committee Common Area(s) and Lots within Section 1-D. Provided, however, the foregoing delegation and grant of rights and powers to the Committee is conditional and shall continue in force and effect only so long as the Committee shall reasonably and faithfully perform the duties, obligations and responsibilities otherwise imposed on the Association by this Declaration, or any Supplementary Declaration hereto, the Association's Articles of Incorporation or By-Laws, or any rules and regulations from time to time duly adopted by the Association, for the levy and collection of maintenance assessments and enforcement of the maintenance and use restrictions as provided in Articles V and VI respectively. If the Committee shall fail or refuse to fulfill or diligently prosecute the rights, powers, duties and obligations herein granted or bestowed upon it, the Association may by two-thirds vote of each class of members assume sole responsibility for enforcing the provisions of this Declaration or any Supplement hereto imposed as Restrictions upon Section 1-D to the end that Developer's scheme for continued repair and maintenance of the improvements made within said Four Seasons Section 1-D can be perpetuated.

Article IV, Membership and Voting Rights, of the Declaration is amended by adding the following new and additional Sections Four, Five and Six as follows:

Section Four. Committee Membership.

Every Owner of a Lot within Section 1-D shall be a member of the Committee, subject to and bound by the Association Articles of Incorporation, By-Laws and such other additional rules and regulations as may from time to time be adopted by the Association or the Committee with respect to Committee Common Areas and Lots in Section 1-D. Membership shall be appurtenant to and may not be separated from ownership of such Lot. The foregoing is not intended to include persons or entities who hold an interest in any Lot in Section 1-D merely as security for the performance

3615.0305

of an obligation. When a Lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity is purchasing one or more Lots under a contract or agreement of purchase, the membership as to such Lot(s) shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section Five hereinbelow.

Section Five. Committee Voting and Voting Rights.

On all matters which the Committee is entitled to vote pursuant to the Declaration, By-Laws or rules and regulations of the Association, the Committee shall have two (2) classes of voting membership:

(a) Class A. Class A members shall be all Owners except Developer and each member shall be entitled to one (1) vote for each Lot owned.

When more than one person holds an interest (other than a leasehold or security 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 (1) vote be cast with respect to any Lot.

(b) Class B. The Class B member(s) shall be Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall continue so long as the total number of votes outstanding in the Class A membership is less than the total number of votes held by the Class B membership, but no later than December 31, 1975.

Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the Members of each Class present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Provided, however, meetings of Committee Members and voting on all matters shall be in accordance with Association By-Laws and any rules and regulations hereafter adopted by the Association or Committee.

Section Six. Suspension of Rights by Committee.

During any period in which a Committee member shall be in default in the payment of any annual, special or other periodic assessment levied by the Committee or the Association the voting rights and right to the use of Common Areas or any other services, including without limitation, utilities, or facilities which the Committee or Association provide may be suspended by the Committee until such assessment is paid. In the event of violation by a Committee member of any rules or regulations established by the Committee, such member's voting and use rights may be suspended by the Committee after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Committee after giving member ten (10) days prior written notice specifying each alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority of the subcommittee appointed to rule on such matters pursuant to the Association By-Laws.

3615 0306

Article V, Covenant for Maintenance Assessments, of the Declaration is hereby amended by adding the following new and additional provisions hereafter set forth as follows:

Section One, Purpose of Assessment. A new paragraph shall be added to the end of Section One, Article V as follows:

The assessments levied by the Committee on Lots within Section 1-D of Four Seasons, described and shown on the recorded plats or maps thereof, as provided in Section Two below shall be used to establish a maintenance fund (hereinafter referred to as the "Committee Maintenance Fund") which shall be used by the Committee solely for the expenses of repair and maintenance of improvements within Four Seasons Section 1-D including Committee Common Areas, all fences, if any, (whether in the Common Area(s) shown on the recorded maps or on an Owner's Lot), and the exterior surfaces of residential dwellings upon each Lot as more particularly set forth in Section Two. The Committee Maintenance Fund shall also be used for collection and payment of charges made by the public utility furnishing water and sewer service to the Association for the benefit and account of Owners within Section 1-D. The Committee Maintenance Fund may be used for such other purposes, to the extent of funds available, as may hereafter be authorized and allowed by any Supplementary Declaration hereto or as the Committee may hereafter approve by a vote of two-thirds (2/3) of its members.

Section Two, Creation of the Lien and Personal Obligation of Assessments. A new subparagraph (c) shall be added within Section Two, Article V as follows:

(c) The Owner of each Lot within Four Seasons, Section 1-D covenants, and every subsequent owner of any such lot, by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association for the benefit of the Committee the following described assessments in addition to the assessments provided for in subparagraphs (a) and (b) above:

(1) Annual assessments or charges in the amounts hereinafter set forth for the creation and continuance of a fund which shall be used by the Committee for the purposes set forth in Article V, Section 1 above.

(2) Special assessments as may be approved by the Committee, to be established and collected as hereinafter provided.

Section Four, Maximum Annual Assessments. The following shall be added at the end of the introductory paragraph of Section Four:

Of the Assessment for each lot designated as a Lot on which a single-family attached Patio House is or may be constructed, One Hundred and Twenty-Five Dollars (\$125.00) shall be the Committee Maintenance Fund referred to in Article V, Section One, which shall be collected by the Association for the benefit of the Committee. In addition each Owner within Section 1-D shall pay to the Association an assessment for payment by the Association of water and sewer service (Utility Assessment) to Section 1-D at the rate of Sixty Dollars (\$60.00) per annum. In the event such assessments shall not be suf-

ficient for the Association to pay for such service during said period to Section 1-D, then Developer shall pay the deficit.

Section Four (a). The following shall be added to Section Four (a):

Provided, however, the Committee Maintenance Fund may be increased by the Committee independent of the maximum annual assessment for maintenance of Common Areas to an amount which will be sufficient, in the sole judgment of the Committee, to provide funds required by the Committee to carry out its stated purposes and functions for the ensuing calendar year as set forth in its budget, but said Committee Maintenance Fund assessments shall not be increased in any one (1) year more than five (5%) percent above the maximum assessment for the previous year without a vote of Committee Members as provided in subparagraph (b) hereof.

Section Four (b). The following shall be added to Section Four (b):

Provided, however, the maximum assessments for the Committee Maintenance Fund may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of Committee Members who are voting in person or by proxy at a meeting duly called for this purpose under procedures set forth in the Association By-Laws.

Section Four (d). A new Section Four (d) shall be added as follows:

From and after January 1 of the year immediately following the conveyance of a lot to an Owner, each Owner shall pay (as a Utility Assessment) an equal pro-rata share of the total charges to the Association by the utilities providing water and sewer to Section 1-D.

Section Five, Special Assessments. The following shall be added at the end of Section 5:

In addition to the annual and special assessments authorized above, the Committee shall have the right to levy special assessments independent of any special assessments which the Association may levy provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Committee Members who are voting in person or by proxy at a meeting duly called for this purpose. Further, provided, however, the Committee shall have the right to levy such special assessment without the consent and assenting vote of Committee Members hereinabove required in the event of exterior maintenance or repairs of an extraordinary nature requiring the expenditure of moneys in excess of the Committee Maintenance Fund then available, provided, however, that such special assessments shall not exceed the amount of such extraordinary expenses.

Section Nine. Effect of Non-Payment of Assessment: Remedies of the Association. A new paragraph shall be added to the end of said Section Nine, Article V as follows:

In addition to the foregoing, the entire unpaid annual assessment for the Committee Maintenance Fund established in Section Two (c) of this Article V shall become due and payable in the event the assessment levied on any Lot within Four Seasons - Section 1-D is not paid within sixty (60) days after the due date thereof, such acceleration

3615 0308

to be effective upon the sending of notice to Owner of such Lot regardless of the receipt thereof, and the Committee shall have the right to suspend Owner's voting rights and right to the services or repair and maintenance furnished by the Committee or Association for the benefit of the Committee in consideration for the assessments levied against Owner's Lot.

Section Eleven. Powers of Committee. A new and additional Section Eleven shall be added to Article V as follows:

Section Eleven. Powers of Committee. The rights, powers, duties and obligations granted or imposed upon the Association in this Article V shall be exercised by the Association for the benefit of the Committee as they relate to the assessments levied or fixed by the Committee under authority contained herein or any Supplementary Declaration hereto, or the Association By-Laws.

Article VI, Architectural, Maintenance and Use Restrictions, is hereby amended by adding the following new and additional provisions hereinafter set forth as follows:

Section Four. Building Area Requirements. A new sentence shall be added at the end of Section Four, as follows:

Provided, however, any dwelling constructed on any Lot within Four Seasons - Section 1-D upon which a party-wall as hereinafter defined is located may contain fewer square feet than herein prescribed, provided the dwelling constructed on such Lot shall contain a minimum heated living area of 900 square feet, regardless of the number of floor levels in the dwelling.

Section Twelve. Maintenance. A new and additional subparagraph (a) (3) shall be added within Section Twelve, Article VI as follows:

(a) (3) Responsibility of Committee. The Committee shall provide, subject to assessments hereunder, exterior maintenance to the dwelling upon each Lot within Section 1-D as follows: paint, repair damage caused by ordinary wear and tear of the elements, stain, varnish, replace and care for roof surfaces, gutters and downspouts, if any, exterior building surfaces (including all fences whether or not upon a Lot). Such exterior maintenance shall not include glass surfaces. In addition to maintenance of exterior surfaces or residential dwellings as herein described the Committee shall also provide for repair and maintenance of Committee Common Areas.

In the event that a majority of the Committee shall determine that the need for maintenance or repairs by the Committee is caused through the willful or negligent act of an Owner, his family, guests or invitees, then the costs, both direct and indirect of such maintenance and repairs shall be added to and become a part of the assessment to which such Lot is subject.

Such maintenance, upkeep and repairs, if any, as may be performed by the Committee, hereunder shall be without personal liability to the Association or the Committee, or their respective officers, directors, agents or employees.

3615 0309

Article VII, Easements, of the Declaration is hereby amended by adding the following new and additional Section Four as follows:

Section Four. Maintenance. The Committee shall have the irrevocable right, to be exercised by the members thereof, their agents, employees and designees, to have access to each Lot and the improvements thereon located in Four Seasons - Section 1-D, such right of access to be exercised from time to time during reasonable hours as may be necessary for the maintenance, repair and replacement herein provided for, or for making emergency repairs or taking such action as may be necessary or required to prevent damage to the Common Area or to another Owner's Lot or dwelling.

ARTICLE III

ADDITIONAL RESTRICTIONS

The property described in Article I above is hereby made subject to the following additional covenants, conditions, easements and restrictions as follows:

Section One. Use Restrictions; Access.

(a) No outside radio transmission tower or receiving antennae shall be erected by an Owner upon any Lot subject hereto, and no outdoor television antennae shall be erected or installed. Only cable television service, if available, or use of customary indoor or attic receiving antennae shall be permitted within the properties subject hereto. The Committee shall have the irrevocable right, to be exercised by the members thereof, their agents, employees or designees, to enter upon any Lot in violation of this Restriction for the purpose of removing such device as is hereby prohibited and such entry shall not be deemed a trespass upon such Lot, if made at a reasonable time after the Owner thereof has been notified of violating the provisions herein.

(b) Each Owner of a Lot upon which a party-wall as defined in Article VIII, Section One of said Declaration dated August 20, 1971, is located shall be entitled to the exclusive ownership and possession of his Lot as shown and described on the recorded maps comprising Four Seasons - Section 1-D provided Owner shall not do any work which would jeopardize the soundness or safety of the party-wall, reduce the value of the adjoining attached dwelling or impair any easement or other right of the adjoining Lot Owner(s) without in every such case the prior approval and consent of the adjoining Lot Owner affected by such work.

Owner shall also enjoy a non-exclusive easement and the right to the use and benefit of Common Area streets, driveways, parking facilities and walkways or other Common Areas within Four Seasons, Section 1-D being between Owner's Lot and the nearest dedicated public street shown on any recorded plat of the property described in Article I provided Owner's use thereof shall be in accordance with the purpose for which such Common Area improvements were intended - to provide ingress and egress to Owner's rights of other Owners. Each Owner shall be entitled to the exclusive use and benefit of sufficient Committee Common Area parking space to accommodate at least two standard size vehicles, the location and use of such Common Area parking space subject to such reasonable rules and regulations as the Committee may from time to time publish.

3615 0310

Section Two. Use of Common Areas Adjoining Lot. No planting or gardening shall be done upon any Common Area adjoining a Lot upon which a dwelling having a party-wall as part of the original construction of the improvements made by Developer upon such Lot except as may be approved and permitted by the Committee and Association Board of Directors. It is Developer's intent that the use and enjoyment of all Common Area(s) shall inure to the mutual benefit of all Owners within the property described in Article I above and shall be subject to such control as herein established.

Section Three. Encroachment. Each Owner of a Lot upon which a party-wall as defined in Article VIII, Section One of said Declaration dated August 20, 1971, is located shall acquire title to such Lot subject to the right and reciprocal easement of the adjoining Lot Owner(s) to have the building or any part thereof as originally constructed by Developer on the adjoining Lot to remain standing and Owner shall be deemed to consent, grant and to secure unto the adjoining Lot Owner(s) the right to have any part of the improvements built as part of the original construction on the adjoining Lot to overlap and extend beyond the interior lot line of Owner as shown on the recorded map thereof and to encroach over and above Owner's Lot to the same extent and in the same manner as the improvements overlap and encroach upon Owner's Lot upon completion of initial construction by Developer. Owner of such Lot covenants and agrees for himself, his heirs, executors, administrators and assigns, that he will not break, cut, disturb, destroy or remove any part of the improvements overlapping and encroaching upon or over his Lot so long as said improvements remain standing and are similar in materials and appearance to the original construction of improvements made by Developer.

If any portion of the Common Area now encroaches upon any Lot subject hereto, or if any building improvement upon a Lot now encroaches upon any other Lot or upon any portion of the Common Area, or if any such encroachment shall occur hereafter as a result of (1) repair, alteration or reconstruction of the Common Area made by or with the consent of the Association; (2) repair or reconstruction of a residential dwelling or dwellings upon one or more Lots following damage by fire or other casualty; or (3) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Association shall approve of same and the property described on Rider A shall remain subject hereto.

Section Four. Utility Easement. Each Owner of a Lot upon which a party-wall as defined in Article VIII, Section One of said Declaration dated August 20, 1971, is located shall have an easement in common with the adjoining Lot Owner(s) to use all pipes, wires, ducts, flues, cables, conduits, and similar public utility lines, if any, located on such adjoining lot and serving Owner's residential dwelling. Each such Lot shall also be subject to an easement in favor of the Owner of any other Lot to use the pipes, wires, ducts, flues, cables, conduits, and similar public utility lines, if any, serving such other Owner's dwelling and located on such Lot.

3615 0311

Each Owner of such Lot upon which a party-wall as above described is located shall also have and enjoy the benefit of a ten (10) foot easement appurtenant to said Lot through and under that portion or strip of land within the Common Area adjoining Owner's Lot as shown on the recorded map thereof, said easement for the installation and maintenance of the utility lines and laterals serving Owner's dwelling. Developer hereby modifies or extinguishes the utility and drainage easements along Owner's Lot lines reserved in said Declaration of August 20, 1971, to the extent that adequate reserved easements are otherwise herein available to Owner. Provided, however, maintenance of all utility lines and laterals serving Owner's Lot shall be at Owner's sole cost and expense, notwithstanding same is in the Common Area.

Section Five. Hazard Insurance. Each Owner of a Lot upon which a party-wall as defined in Article VIII, Section One of said Declaration dated August 20, 1971, is located covenants to secure and maintain in full force and effect at Owner's expense one or more insurance policies containing waivers of subrogation and of any defense based on co-insurance or of invalidity arising from any act(s) of the insured endorsements insuring Owner's Lot and the improvements thereon for the full replacement cost thereof, exclusive of excavation and foundation costs, against loss or damage from all hazards and risks normally covered by a standard "extended coverage" policy, including fire and lightning, vandalism and malicious mischief. The amount of insurance to be obtained by Owner shall be determined by an annual appraisal by Owner's insurance carrier of the replacement cost of the dwelling located upon Owner's Lot without regard to depreciation, provided, however, the policy may contain "inflation-guard" endorsement in lieu of such annual appraisal by Owner's insurance carrier if approved by the Committee and Association Board of Directors.

Owner shall provide the Association with satisfactory evidence that such insurance as herein required is in full force and effect and that the Association will be given thirty (30) days notice prior to the expiration of cancellation of Owner's insurance coverage. In the event Owner fails or refuses to maintain such insurance coverage as herein required, the Association or Committee may, but shall not be obligated to, through its agent or representative, secure and maintain such insurance coverage hereinabove described for Owner's benefit, and the cost or expense thereof shall be deemed a special assessment levied by the Association or Committee against Owner and Owner covenants to pay such special assessment upon demand.

All such hazard insurance policies covering such Lot (and the dwelling thereon) separated from an adjoining Lot by a party-wall built as part of the original construction of improvements made thereon by Developer shall be written in the name of Owner with endorsement naming the Association as additional insured and Trustee for Owner with stipulation that proceeds from such policies for loss or damage to the property be payable to said Association, its successors or other designees, and such proceeds shall be held for the use and benefit of Owner and adjoining Lot Owners, their respective mortgagees, and the Committee, as their interests may appear, such proceeds to be applied or distributed in accordance with the provision hereinafter set forth. Provided, however, no mortgagee of any such Lot(s) or any dwelling located upon such Lot(s), shall have any right to determine or participate in the determination as to whether or not such Lot and the improvements thereon shall be repaired, replaced or reconstructed.

The Association or Committee may cause a copy of this Article to be delivered to any mortgagee of record of a Lot subject hereto.

Nothing herein contained shall be construed to prohibit Owner(s) of such Lot(s) from carrying other insurance for Owner's benefit provided such policies contain waivers of subrogation and further provided that the liability of the insurance carriers under policies procured by any other Lot Owner(s) shall not be affected or diminished by reason of Owner's other insurance.

To the extent the covenants, conditions and restrictions set forth in this Section Six conflict with or modify Article VIII, Section Three and Section Six of those restrictions for Four Seasons Subdivision - Sections 1-A and 1-B recorded in Book 3347 at page 215 in the Mecklenburg County Public Registry, Owner, upon acquiring title to a Lot subject hereto, agrees that the provisions herein shall prevail as to the hazard insurance policy to be secured and maintained by Owner insuring Owner's dwelling and Owner's liability for property damage under such policies notwithstanding Owner's negligence or willful acts or omissions.

Section Six. Repair and Restoration. In the event of fire or other disaster to a Lot upon which a party-wall as defined in Article VIII, Section One of said Declaration dated August 20, 1971, is located, the proceeds from any insurance obtained by Owner, the Association Board of Directors, its successor or other designee, or such other Trustee as may come into possession of such proceeds in accordance with the provisions herein or By-Laws of the Association, shall, except as may otherwise be provided herein or in the By-Laws of the Association, be applied to the repair, replacement or reconstruction, as the case may be, of the improvements built as part of the original construction of the dwelling on the Lot by Developer. If insurance proceeds are in excess of the cost of repair, replacement or reconstruction, then such excess proceeds shall be paid and distributed by Trustee to Owner and to Owner's mortgagee or mortgagees, as their respective interests may appear. If such proceeds covering the loss or damage are not sufficient to pay for the repair, replacement or reconstruction of the improvements upon such Lot, the uncovered portion of the rebuilding costs shall be paid by Owner. In case of fire or other disaster to the improvements on any such Lot, Owner shall

cooperate with the Association Board of Directors and shall join in the execution of any document reasonably required to obtain insurance proceeds from Owner's insurer and cause same to be applied to the rebuilding of the dwelling upon Owner's Lot.

Section Seven. Additional Property. Developer hereby reserves the right, exercisable at any time, to subject other real property to the restrictions set forth herein in order to extend the scheme of this Supplementary Declaration to other property to be developed as part of Four Seasons Subdivision provided that the annexation of such additional property is in accord with applicable zoning ordinances and Developer's general plan of development pursuant thereto.

Section Eight. Miscellaneous.

(a) Severability. The provisions of this Supplementary Declaration are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder hereof.

(b) Compliance. Each Owner shall comply strictly with the Association By-Laws and the rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth herein or in the deed to the Lot of such Owner. Failure to comply with any of the same shall be ground for an action to recover sums due, or damages or injunctive relief, or both, maintainable by the Association Board of Directors on behalf of the Association, their successor or designee, or in a proper case, by an aggrieved Owner.

ARTICLE IV

RATIFICATION OF DECLARATION

Except with respect to the additional property hereby made subject to the Declaration of August 20, 1971, and the amendments thereto herein set forth to apply to said additional property, Developer hereby ratifies and confirms said Declaration.

ARTICLE V

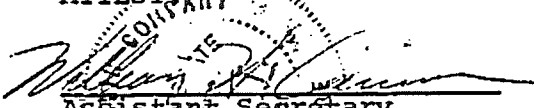
BINDING EFFECT

This Supplementary Declaration shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of Developer and all persons, firms or corporations claiming by, through or under Developer.

IN WITNESS WHEREOF, Developer has caused this Supplementary Declaration to be duly signed, this 28th day of August, 1973.

ATTEST

THE ERVIN COMPANY


Assistant Secretary

By


Vice President

3615 0314

STATE OF NORTH CAROLINA

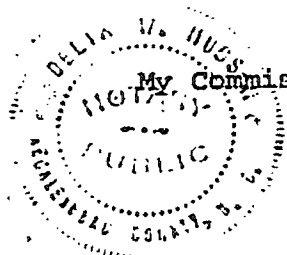
COUNTY OF MECKLENBURG

This 28th day of August, 1973, personally came before me William S. Michael, who, being by me duly sworn, says he is the Vice President of The Ervin Company and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said Corporation.

WITNESS my hand and notarial seal, this 28th day of August, 1973.

Delia W. Hudson
NOTARY PUBLIC

My Commission Expires: 5-6-75.



STATE OF NORTH CAROLINA The foregoing
COUNTY OF MECKLENBURG certificate(s)

of Delia W. Hudson,

a Notary Public of said County and State
is ~~axs~~ certified to be correct.

This 28th day of August 19 73

A
Recorded in Book _____ Page _____ and Verified.
CHARLES R. CROWDER, Register of Deeds

By Wanda B. Adams
Deputy