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Drawing: Wm H McMiller, Jr. - atty

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

PRESENTED  
FOR  
REGISTRATION 135

1972 DEC 4 PM 4 34

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, CHARLES E. CROWDER  
REGISTER OF DEEDS  
MECKLENBURG CO. N.C.

FOR

FOUR SEASONS SUBDIVISION

SECTION 1-C

THIS SUPPLEMENTARY DECLARATION to the Declaration of Covenants, Conditions and Restrictions for Four Seasons Subdivision - Section One is made this 1st day of December, 1972, 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 commonly identified as Four Seasons Subdivision - Section 1-A and 1-B located in the County of Mecklenburg, State of North Carolina, plats thereof having been filed of record in the Mecklenburg Public Registry in Map Book 15 at Pages 233-34 and 235-36 respectively, 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 subject other real property to the Restrictions set forth in said Declaration in order to extend the scheme of said Declaration to other property to be developed as part of Four Seasons Subdivision by filing of record a Supplementary Declaration in respect to the property to be made subject to said Declaration, 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, each Supplementary Declaration extending the scheme of said Declaration dated August 20, 1971, 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 Four Seasons Subdivision - Sections 1-A and 1-B; and

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

NOW, THEREFORE, in consideration of the premises, Developer hereby declares that all of 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 August 20, 1971, to the same extent and degree as if said Declaration were herein set out in its entirety, and further subject to such additional covenants, conditions, easements,

and restrictions (hereinafter collectively referred to as "Restrictions") as hereinafter 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 and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE I

##### PROPERTIES SUBJECT TO DECLARATION AND 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.

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

Only the property described on Rider A is hereby made subject to this Supplementary Declaration and to said Declaration dated August 20, 1971.

#### ARTICLE II

##### ADDITIONAL RESTRICTIONS

The property described on said Rider A is hereby made subject to the following additional covenants, conditions, easements and restrictions as follows:

##### Section 1. Use of Lot; Common Area Parking and Walkway(s).

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 four (4) separate recorded maps comprising Four Seasons - Section 1-C and the property described on Rider A, and shall also enjoy a non-exclusive easement and the right to the use and benefit of Common Area parking facilities and walkways or other Common Areas between Owner's Lot and the nearest dedicated public street shown on any recorded plat of the property described on Rider A, 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 Lot - without hindering or encroaching upon the lawful rights of other Owners. Each Owner shall be entitled to the exclusive use and benefit of sufficient 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 Association may from time to time publish. All parking space and walkway(s) located within the Common Area shown upon any recorded plat of the property described in Rider A shall be deemed Common Area as defined in Article I of said Declaration of August 20, 1971.

## Section 2. 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 3. 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.

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 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 4. Right of Access.

The Association shall have the irrevocable right and privilege, to be exercised by the Association Board of Directors or its representatives, to have access to each Lot and dwelling located thereon which has a party wall as defined in Article VIII, Section One of said Declaration dated August 20, 1971, such right of access solely for the purpose of making emergency repairs or taking such action as may be necessary and required to prevent damage to the Common Area or to another Owner's Lot or dwelling.

#### Section 5. Prohibited Work on Patio Lot.

No 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 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.

#### Section 6. 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 provide that an amount not to exceed \$250.00 shall be deductible from any indemnity payable on account of a single loss. 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 or cancellation of Owner's insurance coverage. In the event Owner fails or refuses to maintain such insurance coverage as herein required, the Association 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 against Owner in accordance with Article V, Section Five of said Declaration dated August 20, 1971, and Owner covenants and agrees to pay to the Association 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 the Association Board of Directors as Trustee for Owner and shall provide for the insurance proceeds covering any loss to be payable to said Board of Directors, its successor or other designee, and such proceeds shall be held for the use and benefit of Owner and adjoining Lot Owners, their respective mortgagees, and the Association, as their interests may appear, such proceeds to be applied or distributed in accordance with the provision hereinafter set forth and the By-Laws of the Association. 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 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 Owners' 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 Owners' other insurance.

#### Section 7. 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 8. Common Area.

Common Areas with respect to the additional property hereby made subject to said Declaration of August 20, 1971, to be owned by the Association at the time of the conveyance of

the first Lot from such additional property is more particularly and further described on Rider B attached hereto and by reference made a part hereof.

Section 9. 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 Developer's general plan of development and the dwellings constructed on the property are substantially similar in value to the dwellings constructed on the property subject hereto.

Section 10. 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 III

RATIFICATION OF DECLARATION

Except with respect to the additional property hereby made subject to the Declaration of August 20, 1971, Developer hereby ratifies and confirms said Declaration.

ARTICLE IV

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 1st day of December, 1972.

ATTEST:

SEAL

Assistant Secretary

THE ERVIN COMPANY

By: William H. Cannon  
Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 1st day of December, 1972, personally came before me William H. Cannon 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 the 1st day of December, 1972.

Sue H. Edwards  
Notary Public

My Commission Expires:  
November 16, 1975

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

of Sue H. Edwards,

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

This 4th day of December 19 72.

Recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ and Verified.  
CHARLES E. CROWDER, Register of Deeds

By Margaret King  
Deputy

ATTACHED TO AND MADE A PART OF THAT CERTAIN SUPPLEMENTARY DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOUR SEASONS SUBDIVISION  
SECTION 1-C

Dated the 1st day of December, 1972.

Beginning at a point in the westerly margin of Farm Pond Lane right-of-way (which right-of-way is 60' in width) said point being located S 87-42-33 W 175.08 feet from the southwesterly corner of Lot 1, Block 1 of Four Seasons Subdivision - Section 1-A as the same is shown on a map thereof prepared by Bobby J. Rape, R.L.S., dated September, 1970 and recorded in Map Book 15 at pages 233-234 in the Mecklenburg County Public Registry; thence from said Beginning point N 35-44-50 W 604.05 feet to a point located in the center line of Campbell's Creek; thence with the center line of said Campbell's Creek in six (6) courses and distances as follows: (1) N 71-48-00 E 10.0 feet to a point; (2) N 46-16-50 E 52.29 feet to a point; (3) N 31-15-50 W 89.12 feet to a point; (4) N 24-32 E 59.59 feet to a point; (5) N 65-06-30 E 69.26 feet to a point; and (6) N 08-39-40 E 56.00 feet to a point; thence leaving said center line of Campbell's Creek with a new line having two courses and distances as follows: (1) S 81-33-00 E 416.04 feet to a point; and (2) S 64-10-00 E 456.00 feet to a point, said point located in the westerly margin of said Farm Pond Lane right-of-way; thence along said westerly margin of Farm Pond Lane in three (3) courses and distances as follows: (1) S 24-15-40 W 250.0 feet to a point; (2) with the arc of a circular curve to the right having a radius of 274.29 feet an arc distance of 231.38 feet to a point; and (3) S 72-35-40 W 162.31 feet to a point located at the intersection of the easterly margin of Honeysuckle Lane right-of-way (if extended) with said Farm Pond Lane, all as shown on a map thereof recorded in Map Book 16 at page 11 in the Mecklenburg Public Registry; thence with said easterly margin of Honeysuckle Lane right-of-way in four (4) courses and distances as follows: (1) N 17-24-20 W 360.0 feet to a point; (2) with the arc of a circular curve to the right having a radius of 68.24 feet an arc distance of 55.31 feet to a point; (3) continuing with the arc of a circular curve to the right having a radius of 75.0 feet an arc distance of 48.26 feet to a point; and (4) with the arc of a curve to the left forming a cul-de-sac for Honeysuckle Lane having a radius of 50.0 feet an arc distance of 221.43 feet to a point located in the westerly margin of said Honeysuckle Lane right-of-way; thence with said westerly margin of Honeysuckle Lane right-of-way in three (3) courses and distances as follows: (1) with the arc of a circular curve to the right having a radius of 75.0 feet an arc distance of 48.26 feet to a point; (2) with the arc of a curve to the left having a radius of 118.24 feet an arc distance of 95.83 feet to a point; and (3) N 17-24-20 W 360.03 feet to a point located at the intersection of said westerly margin of Honeysuckle Lane right-of-way with said Farm Pond Lane; thence with the arc of a circular curve to the left following said Farm Pond Lane right-of-way having a radius of 404.11 feet an arc distance of 108.0 feet to the point and place of beginning and containing 9.0648 acres, all as shown on a plat showing Four Seasons - Section 1-C, prepared by Robert A. Burns, N.C.R.L.S., dated July, 1972, said plat being recorded in Map Book 16 Page 93 in the Mecklenburg Public Registry

RIDER B

ATTACHED TO AND MADE A PART OF THAT CERTAIN SUPPLEMENTARY  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
FOUR SEASONS SUBDIVISION  
SECTION 1-C

Dated the 1st day of December, 1972.

780 All that certain land lying and being in Crab Orchard Township, Mecklenburg County, North Carolina, shown and designated as Common Area, Tract D on a plat of Four Seasons Subdivision Section 1-C, Map 1 recorded in the Mecklenburg Public Registry in Map Book 15 at page 639 said property having the dimensions, metes and bounds as shown thereon, which Common Area contains approximately 1.363 acres.