

Drafted by/Mail to:

D.R. Bryan
 PO Box 728
 Holly Springs NC 27546

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 Book 1643, Page 1 - 7
 Betty June Hayes,
 Register of Deeds,
 Orange County, N. C.

FOR MULTIPLE PIN SHEET

SEE BOOK 1642 PAGE 592-594

NORTH CAROLINA) SUPPLEMENTARY DECLARATION
) OF COVENANTS, CONDITIONS
) AND RESTRICTIONS:
 ORANGE COUNTY) BROOKGREEN AT SOUTHERN VILLAGE, PHASE 5B

THIS SUPPLEMENTARY DECLARATION made this 23 day of
 September, 1997, by SOUTHERN VILLAGE LIMITED PARTNERSHIP
 (Declarant).

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Chapel Hill Township, Orange County, North Carolina, which is more particularly described on a map entitled BROOKGREEN AT SOUTHERN VILLAGE, PHASE 5B, as recorded in Plat Book 79, page 66, Orange County Registry, reference to which is hereby made; and,

WHEREAS, Declarant will convey said property subject to the covenants, conditions, restrictions, reservations, and charges as set forth in that certain Master Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 1271, page 165, and Amendment thereto recorded in Deed Book 1456, page 295, Orange County Registry, and as further set forth herein, and which shall run with the lots and be binding on all parties having any right, title, or interest therein and their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof; and,

WHEREAS, Declarant desires to insure the most appropriate development and improvement of each lot, to protect the lot owners against such improper use as would depreciate the value of the property to each, to preserve insofar as practicable the natural beauty of each lot, to guard against the erection thereon of poorly designed or proportioned structures and structures built of substandard or unsuitable materials, to secure and maintain proper setbacks with adequate free space between structures, and in general to provide for a high quality of improvements.

the provisions of this Supplementary Declaration as well as those applicable provisions contained in the aforementioned Master Declaration. Each and every owner of a lot as shown on the recorded plat referenced hereinabove, including contract sellers, but not including those persons or entities who hold an interest merely as security for the performance of an obligation, shall be a member of Arlen Park Association, Inc., which Sub-Association shall be a member of the Southern Village Master Association, Inc.

The Sub-Association shall have two (2) classes of voting members:

Class A. Class A members shall be each owner, but shall not include Declarant. Class A members shall be entitled to one (1) vote for each lot owned. In the case of multiple ownership of a lot, the vote shall be exercised as those owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to seven (7) votes for each lot owned. However, the Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events:

- (a) The total votes outstanding in Class A membership equals the total votes outstanding in Class B membership; provided, however, that the Class B membership shall be reinstated with all the rights, privileges, responsibilities, and voting power if, after the conversion as hereinabove provided, additional land is annexed to the properties without the assent of members on account of development of such additional land by Declarant in accordance with Article VII, Section 2, of the Master Declaration; or
- (b) December 31, 2014.

Except as may be otherwise specifically set out in this Supplementary Declaration or in the Articles of Incorporation and/or By-laws of the Sub-Association, the vote of the majority of the aggregate votes entitled to be cast by all classes of members of the Sub-Association, present or represented by legitimate proxy at a legally constituted meeting at which a quorum is present, shall be the act of the Sub-Association. The number of votes present at a Sub-Association meeting that is properly called and that will constitute a quorum shall be as set forth herein or in the Sub-Association By-laws. The right of any Class A member to vote may be suspended by the Board of Directors of the Sub-Association for just cause pursuant to its rules and regulations and according to the provisions of Article II, Section 7, of the Master Declaration.

owner to call for a larger contribution from one or more owners under the rules of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision herein contained, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole and entire cost of all necessitated repairs and of the furnishing of the necessary protection against such elements. The right of any owner to a contribution from any other owner under these party wall provisions shall be appurtenant to the land and shall pass to his successor in title.

7. EXTERIOR MAINTENANCE. The Sub-Association shall provide exterior maintenance upon each of the lots as shown on the recorded plat referenced hereinabove as follows: repair, replacement and on-going care of roofs, gutters, downspouts, trees, shrubs, grass, exterior building surfaces (including, but not limited to, paint, but specifically excluding glass surfaces), and any other exterior improvements, and sidewalks and alleys, to the extent such are not publically maintained. In the event the need for maintenance, repair or replacement is caused by the negligent or willful act of an owner, his family, guests or invitees, or is caused by those excluded acts or incidents as defined and explained in the NC Standard Fire and Extended Coverage Insurance Policies, the costs of such maintenance, repair or replacement shall be added to and become a part of the assessment to which such lot(s) is/are subject. In order to accomplish the foregoing, there is reserved unto the Sub-Association the right to unobstructed access over, under, and across each lot at all reasonable times to perform the maintenance as herein provided.

8. COVENANT TO INSURE. Each owner of a lot as shown on the recorded plat referenced hereinabove, by acceptance of a deed therefor, is deemed to covenant to keep the unit constructed on the lot insured against loss by fire with what is commonly known as "extended coverage" in an amount equal to not less than ninety percent (90%) of the replacement value of the unit; to name the Sub-Association as an additional insured "as its interest may appear" in order that the Sub-Association will be notified of any lapse in coverage; to apply the full amount of insurance proceeds to the repair or rebuilding of the unit; to repair or restore the unit in the event of damage thereto substantially in accordance with this Supplementary Declaration and the original plans and specs for same; and, to keep the unit in good repair as herein provided. In the event of non-payment by an owner of any insurance premium as required hereunder, the Sub-Association is authorized to make such payment and to assess the subject lot with the sums so paid as a special assessment.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

SOUTHERN VILLAGE LIMITED PARTNERSHIP (SEAL)

by: SOUTHERN VILLAGE COMPANY, GENERAL PARTNER

by: [Signature] President

ATTEST:

[Signature]
Assistant Secretary


NORTH CAROLINA, WAKE COUNTY

I, S. Elaine Hudspeth, Notary Public, do hereby certify that JAMES M. EARNHARDT personally appeared before me this day and acknowledged that he is Assistant Secretary of SOUTHERN VILLAGE COMPANY, GENERAL PARTNER OF SOUTHERN VILLAGE LIMITED PARTNERSHIP, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him as its Assistant Secretary. Witness my hand and official seal, this the 23 day of September, 1997.

OFFICIAL SEAL
North Carolina Wake County
S. ELAINE HUDSPETH
Notary Public
My Commission Expires November 3, 2001

[Signature]
Notary Public
My commission expires: 11-3-2001

NORTH CAROLINA - ORANGE COUNTY

The foregoing certificate(s) of S. Elaine Hudspeth

A Notary (or-Notaries) Public of the designated Governmental units is (are) certified to be correct. Filed for registration this the 13th day of October 19 97 at 1:36:58 o'clock P.M.
in Book 1643 Page 1 of 1 filed and returned to Registrar of Deeds 1