

Drafted by/Wail for ER Bryan, 5036 Sunset Forest Circle  
Holly Springs, NC 27540

NORTH CAROLINA : 2d SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, AND  
ORANGE COUNTY ) RESTRICTIONS: LOTS 71 - 75,  
ARLEN PARK AT SOUTHERN VILLAGE

THIS 2d SUPPLEMENTARY DECLARATION, made this 23<sup>rd</sup> day  
of June, 1995, by SOUTHERN VILLAGE LIMITED PARTNERSHIP  
(Declarant), SOUTHLAND ASSOCIATES, INC. (Trustee), and  
CENTRAL CAROLINA BANK AND TRUST COMPANY (Bank).

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 RECOMBINATION MAP, LOTS 72-75, ARLEN PARK AT  
SOUTHERN VILLAGE, as recorded in Plat Book 74, page  
33, Orange County Registry, reference to which is  
hereby made; and,

WHEREAS, Owners 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 that certain Supplementary Declaration  
of Covenants, Conditions and Restrictions recorded in Deed  
Book 1271, page 227, 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, Trustee and bank join in the execution hereof  
so as to evidence their consent to this 2d Supplementary  
Declaration by virtue of those Deeds of Trust recorded in  
Book 1231, page 365, and Book 1266, page 236, Orange County  
Registry.

NOW, THEREFORE, Declarant hereby declares that all of  
the real property as described hereinabove shall be held,  
sold, and conveyed subject to that certain Master  
Declaration of Covenants, Conditions and Restrictions  
recorded in Deed Book 1271, page 165, and further to that  
certain Supplementary Declaration of Covenants, Conditions

9787-06-5438 7.12.66.118 772  
9787-06-5510 7.12.66.514 773  
9787-06-8458 7.12.66.53 774  
9787-06-1502 7.12.66.53 775

and restrictions recorded in Deed Book 1271, page 227, and subject further to the following easements, restrictions, covenants, and conditions:

1. SIDE YARD EASEMENTS. Certain of the lots are subject to a perpetual exclusive "Side Yard Easement" as shown on the recorded plat referenced hereinabove, which easement is created for the benefit of the lot immediately adjacent to said easement area, more specifically as follows:

- (a) Lot 74 easement serves Lot 75;
- (b) Lot 73 easement serves Lot 74; and,
- (c) Lot 72 easement serves Lot 73.

The width of the easement area shall be measured from the common property line to the facing exterior wall of the dwelling located on the servient lot and extending along the entire common property line, it being the intent of the recorded plat to illustrate only the approximate location of said easement.

The owner of the lot served by the side yard easement shall be permitted, subject to all applicable architectural control provisions, to grass, landscape, fence, furnish, maintain, occupy, and enjoy said easement in the same manner as if it were property to which he held fee simple title, except that he shall not be permitted to affix any structures or other articles or items to the servient owner's dwelling wall without prior consent of the dwelling owner. There is reserved unto the servient owner, his heirs, successors, and assigns, the right to enter onto said easement for the purpose of maintaining his dwelling or any appurtenances thereto, which access shall not be prohibited or denied by the owner of the lot served by said easement, but the servient owner shall have no further right to the use of the easement area. Each owner shall immediately repair and/or replace any damaged property, real or personal, belonging to the other when said damage is caused by that owner's use of the easement area as herein provided. Each of the easements as described herein shall run with the property which it is intended to serve.

2. TERM. These restrictions shall run with the land and be binding on all parties and persons claiming under them for a period of thirty (30) years from the date of recordation hereof, after which time said restrictions shall be automatically extended for successive ten (10) year periods unless an instrument agreeing to a change in said restrictions, in whole or in part, and executed by a two-thirds (2/3) majority of the then owners of the lots has been recorded in the Orange County Registry.

3. ENFORCEMENT. Enforcement of this 2d Supplementary Declaration shall be by proceedings at law or in equity against any person or persons attempting to violate any of the restrictions contained herein, either to restrain violation or to cover damages.

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



[Signature]  
Secretary

SOUTHLAND ASSOCIATES, INC., TRUSTEE

by: [Signature] Vice President



[Signature]  
Asst Secretary

CENTRAL CAROLINA BANK AND TRUST COMPANY

By: [Signature] Vice President



[Signature]  
Asst Secretary