

FOR MULTIPLE PIN SHEET
SEE BOOK 1310 PAGE 582-5

Drafted by Mail to: C. R. Bryan, Jr. 5026 Sunset Forest Circle
~~5026 Sunset Forest Circle~~
Raleigh Springs NC 27840

FOR MULTIPLE PIN SHEET
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NORTH CAROLINA
ORANGE COUNTY

****CORRECTION****
SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS
ARLEN PARK AT SOUTHERN VILLAGE,
PHASES 1B & 1C

THIS SUPPLEMENTARY DECLARATION, made this 12 day of October, 1994, 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 ARLEN PARK AT SOUTHERN VILLAGE, PHASES 1B & 1C, as recorded in Plat Book 72 pages 87-89, 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 185, 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,

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

THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT A TYPOGRAPHICAL ERROR CONTAINED IN PARAGRAPH 3(C) *B. J. Hayes*

FILED
13 DEC 1994, at 04:40:23PM
Book 1310, Page 586 - 594
Betsy June Hayes,
Register of Deeds,
Orange County, N. C.

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18 OCT 1994, at 10:27:20AM
Book 1295, Page 573 - 581
Betsy June Hayes,
Register of Deeds,
Orange County, N. C.

setbacks, either in whole or in part, as applicable to any given lot. No driveway connections through the front yard of the lots to Arlen Park Drive shall be allowed.

4 DESIGN SPECIFICS, LOTS 40-49 and 76-92. These lots are located in a Village Green District as described in the Design Guidelines promulgated by Declarant for Southern Village. Accordingly, the following design specifics are applicable to lots numbered 40 through 49 as shown on the recorded plat referenced hereinabove, where such lot is used principally for residential purposes:

- (a) Lot consolidation: not allowed;
- (b) Building height: 2 stories minimum, 2.9 stories maximum;
- (c) Building width: 3 times height maximum;
- (d) Lot building coverage: 75% maximum;
- (e) Setbacks - front: 5 feet minimum, 15 feet maximum.
- side (interior): none
- side (corner): 5 feet minimum, 15 feet maximum
- rear: 20 feet minimum

The following design specifics are applicable to lots numbered 40 through 49, and to lot 93, where such lot is used principally for commercial purposes, and to lots numbered 76 through 92, whether such lot be used for residential or commercial purposes:

- (a) Lot consolidation: 12 lots maximum;
- (b) Building height: 2 stories minimum, 3 stories maximum;
- (c) Building width: none
- (d) Lot building coverage: 75% maximum;
- (e) Setbacks - front: 5 feet minimum, 15 feet maximum.
- side (interior): none
- side (corner): 5 feet minimum, 15 feet maximum
- rear: 20 feet minimum

For either use category of said Village Green lots, the stated side setback is applicable only to the street side of corner lots, there is no side setback for interior lots. The stated rear setback is not applicable to any accessory buildings or structures. The stated front setback shall not apply to steps, stoops, eaves, or unenclosed porches which do not project more than five (5) feet beyond the building line. Deviations from building line restrictions of ten percent (10%) or less shall not be construed as

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.

6. SUB-ASSOCIATION ANNUAL ASSESSMENTS. The Sub-Association shall levy an annual assessment against all the lots under its jurisdiction, which funds shall be used exclusively for the purpose of promoting the beautification of all property under its jurisdiction, the recreation, health, safety, and welfare of its members, the enforcement of this Supplementary Declaration and all applicable provisions of the Master Declaration, and, in particular, the improvement and maintenance of the services and facilities of the Limited Common Areas, including without limitation any private alleys. In accordance with Article V Section 10, of the Master Declaration, one or more of the following assessment classes shall be applicable to each lot:

- (a) Sub-Association Assessment Class I.
- (b) Sub-Association Assessment Class IA.
- (c) Sub-Association Assessment Class IB.
- (d) Sub-Association Assessment Class IC (as described hereinbelow).
- (e) Sub-Association Assessment Class II.
- (f) Sub-Association Assessment Class III, and/or
- (g) Sub-Association Assessment Class IIIA.

Sub-Association Assessment Class IC, which assessment is applicable only to lots numbered 40 through 49 as shown on the recorded plat referenced hereinabove, is hereby created to provide for the common maintenance of grounds outside of the courtyard fencing proposed on each of lots 40 through 49 as hereinafter provided. The Class IC assessment for 1995 is \$240.00 per lot.

7. PARTY WALLS - LOTS 76-92 Lots numbered 76 through 92 as shown on the recorded plat referenced hereinabove are intended for use as attached townhomes/cluster homes. Accordingly, each wall which is built as a part of the original construction of the attached homes and placed on the dividing line between the lots

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shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Supplementary Declaration, the general rules of law regarding party walls and the liability for property damage due to negligent or willful acts or omissions shall apply thereto. The costs of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of such wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty, any owner who makes use of such wall may undertake its restoration, and each owner having use thereof shall contribute pro-rata to such restoration and repair. Such pro-rata contribution shall not prejudice the right of any owner to call for a larger contribution for one or more others 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 contribution from any other owner under these party wall provisions shall be appurtenant to the land and shall pass to his successors in title.

8. EXTERIOR MAINTENANCE: LOTS 75-92 The Sub-Association shall provide exterior maintenance upon each of the lots numbered 75 through 92 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), any other exterior improvements, and sidewalks and alleys, to the extent such are not publicly 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 N.C. 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 to 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.

9. EXTERIOR MAINTENANCE: LOTS 40-49 The Sub-Association shall provide exterior maintenance upon each of the lots numbered 40 through 49 as shown on the recorded plat referenced hereinabove as follows: repair, replacement and on-going care of trees, shrubs and grass located on that portion of each lot not enclosed within the courtyard fencing. It is contemplated that such maintenance areas will lie primarily between the front of the house and the sidewalk and between the rear of the house and the alley. In order to

accomplish the foregoing, there is reserved to 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.

10. COVENANT TO INSURE LOTS 75-82 Each owner of lots numbered 76 through 82 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 individual assessment.

11. ARCHITECTURAL CONTROL. Only units or other improvements which have been approved in writing by the Architectural Review Board ("ARB") prior to the commencement of clearing, grading or construction of any kind on a lot will be permitted. Upon completion of the foundation and before proceeding with other construction, an actual field survey of the foundation shall be presented to the ARB to ensure compliance with the site plan. The survey must show the proposed location of driveways, and shall indicate the actual distance from all buildings to their closest point to all property lines. All improvements shall comply with the plans as presented unless changes are approved in writing by the ARB. All units shall be constructed with a minimum 3/12 roof pitch. All drives and walks must be paved with concrete or brick. All lots on which a unit is approved and built shall be landscaped in accordance with the plans approved by the ARB. Landscaping must be finished upon completion of the unit. Total construction time, from the date of final approval of plans by the ARB to the completion of the unit for occupancy, shall not exceed nine months.

12. NON-RESIDENTIAL USE. Certain non-residential uses are permitted throughout Southern Village as approved by the Town of Chapel Hill and as referenced in the hereinabove cited Master Declaration. No home occupation or office as an accessory use shall be allowed occupy greater than 600 square feet of floor area per lot. No general business or office as a principal use shall be allowed to occupy greater than 2200 square feet of floor area per lot.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this day and year first above written

SOUTHERN VILLAGE LIMITED PARTNERSHIP
BY SOUTHERN VILLAGE COMPANY, GENERAL PARTNER



by [Signature]
Assistant Vice President

[Signature]
Secretary

NORTH CAROLINA, WAKE COUNTY

I, S. Elaine Hudspeth, Notary Public, do hereby certify that CARDOVIA L. BLACKMON, JR. personally appeared before me this day and acknowledged that he is 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 Assistant Vice President, sealed with its corporate seal, and attested by him as its Secretary. Witness my hand and official seal this the 12 day of October, 1994.

OFFICIAL SEAL
North Carolina-Forsyth County
S. ELAINE HUDSPETH
Notary Public
My Commission Expires November 3, 1996

[Signature]
Notary Public
My commission expires 11-3-96

NORTH CAROLINA - ORANGE COUNTY

foregoing certificate of S. Elaine Hudspeth

A Notary ~~is~~ ~~not~~ Public of the designated Governmental units is ~~certified~~ certified to be correct. Filed for registration this the 18th day of October 19 94 at 10:31:22 o'clock, AM
in Record Book 1295 Page 573 Betty June Hayss, Register of Deeds