

FOR MULTIPLE PIN SHEET

SEE BOOK ~~1385~~ PAGE ~~513-518~~

Drafted by/Mail to: D.R. Bryan, 5036 Sunset Forest Circle
Holly Springs NC 27540

BOOK **1385** PAGE **519**

NORTH CAROLINA)	SUPPLEMENTARY DECLARATION
)	OF COVENANTS, CONDITIONS
)	AND RESTRICTIONS:
ORANGE COUNTY)	ARLEN PARK AT SOUTHERN VILLAGE, PHASE 2

THIS SUPPLEMENTARY DECLARATION, made this 23d day of August, 1995, 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, PHASE 2, as recorded in Plat Book 74, page(s) 107-111, 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, 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 and Restrictions

recorded in Deed Book 1271, page 165, and subject further to the following easements, restrictions, covenants, and conditions:

1. UNIT SIZE. No unit shall be erected or allowed to remain on any of the numbered lots as shown on the recorded plat referenced hereinabove if the floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 1650 square feet.

2. DESIGN SPECIFICS. These lots are located in a Neighborhood District as described in the Design Guidelines promulgated by Declarant for Southern Village. Accordingly, the following design specifics are applicable to the numbered lots as shown on the recorded plat referenced hereinabove:

- | | |
|-----------------------------------|-------------------------|
| (a) <u>Lot consolidation:</u> | 2 lots maximum; |
| (b) <u>Building height:</u> | 2.5 stories maximum; |
| (c) <u>Building width:</u> | 3 times height maximum; |
| (d) <u>Lot building coverage:</u> | 50% maximum; |
| (e) <u>Setbacks - front:</u> | 5 feet minimum; |
| | 25 feet maximum; |
| - <u>side:</u> | 8 feet combined; |
| - <u>rear:</u> | 20 feet minimum. |

All units set back from the front property line at greater than fifteen (15) feet shall be required to install along the front property line a wooden fence or masonry wall having a minimum height of eighteen (18) inches and a maximum height of three and one-half (3.5) feet, the location, materials, and design of which must have the prior approval of the Architectural Review Board. The stated side setback may be used entirely on one side of the unit or otherwise allocated between the sides. 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 a violation of this Supplementary Declaration; further, Declarant shall have the right, in its sole discretion and without the consent of any other party to waive the building setbacks, either in whole or in part, as applicable to any given lot.

3. SUB-ASSOCIATION MEMBERSHIP AND VOTING RIGHTS. Declarant has incorporated under the laws of the State of North Carolina the Arlen Park Association, Inc. as a non-profit corporation for the purpose of overseeing and

recorded in Deed Book 1271, page 165, and subject further to the following easements, restrictions, covenants, and conditions:

1. UNIT SIZE. No unit shall be erected or allowed to remain on any of the numbered lots as shown on the recorded plat referenced hereinabove if the floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 1650 square feet.

2. DESIGN SPECIFICS. These lots are located in a Neighborhood District as described in the Design Guidelines promulgated by Declarant for Southern Village. Accordingly, the following design specifics are applicable to the numbered lots as shown on the recorded plat referenced hereinabove:

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| | 25 feet maximum; |
| - <u>side:</u> | 8 feet combined; |
| - <u>rear:</u> | 20 feet minimum. |

All units set back from the front property line at greater than fifteen (15) feet shall be required to install along the front property line a wooden fence or masonry wall having a minimum height of eighteen (18) inches and a maximum height of three and one-half (3.5) feet, the location, materials, and design of which must have the prior approval of the Architectural Review Board. The stated side setback may be used entirely on one side of the unit or otherwise allocated between the sides. 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 a violation of this Supplementary Declaration; further, Declarant shall have the right, in its sole discretion and without the consent of any other party to waive the building setbacks, either in whole or in part, as applicable to any given lot.

3. SUB-ASSOCIATION MEMBERSHIP AND VOTING RIGHTS. Declarant has incorporated under the laws of the State of North Carolina the Arlen Park Association, Inc. as a non-profit corporation for the purpose of overseeing and

administering 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

cited Master Declaration. No home occupation or office as an accessory use shall be allowed to occupy greater than 500 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.

7. APPLICATION OF RESTRICTIONS. The foregoing restrictions shall apply only to the lots, and nothing contained herein shall prevent the Declarant from altering the size or frontage of any property other than the lots or the location of any streets or roads other than portions of such streets or roads as abut the lots.

8. WAIVER OF AND CONSENT TO VIOLATIONS. Declarant may waive any violation of these restrictions by an appropriate instrument recorded in the Grange County Registry; provided, however, that if the violation occurs on any lot which abuts a lot previously conveyed to an owner in fee simple, the consent of such adjoining owner shall also be contained within the aforementioned instrument to be recorded in the Grange County Registry. The provisions of this paragraph whereby the consent of the adjoining property owner is required shall not be applicable to paragraphs 1, 2, and 5 of this Supplementary Declaration whereby only the written consent of Declarant is required.

9. TERM. These restrictions shall run with the land and be binding on all parties and persons claiming under them for a period of forty (40) 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 majority of the then owners of the lots has been recorded in the Grange County Registry.

10. ENFORCEMENT. Enforcement of this 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.

11. ASSIGNMENT BY DECLARANT. Declarant shall have the right to assign its rights under this Supplementary Declaration, in whole or in part, to any person or entity by an express transfer of such rights.

12. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions contained herein, which shall remain in full force, and effect.

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

SOUTHERN VILLAGE LIMITED PARTNERSHIP (SEAL)

by: SOUTHERN VILLAGE COMPANY, GENERAL PARTNER



by: [Signature] ~~Assistant~~ 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 23d day of August, 1995.

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

FILED
31 AUG 1995, at 05:04:36PM
Book 1385, Page 519 - 524
Betty June Hayes,
Register of Deeds,
Orange County, N. C.

NORTH CAROLINA - ORANGE COUNTY

The foregoing certificate of [Signature] of [Signature] 11-3-96