

FUTURE DEVELOPMENT



VICINITY MAP - NOT TO SCALE

1. LEONARD H. SULLIVAN, JR., CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION USING REFERENCES SHOWN HEREIN. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION SHOWN HEREON. THAT THE RATIO OF PRECISION AS CALCULATED IS 1:20,000; THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH G.S. 17-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 23rd DAY OF November, A.D., 1998.

2. THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

3. ANY ONE OF THE FOLLOWING:
a. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
b. THAT THE SURVEY IS OF AN EXISTING BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A WATERCOURSE.
c. THAT THE SURVEY IS A CONTROL SURVEY.
d. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOGNITION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
e. THAT THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF THE SURVEYOR'S PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (a) THROUGH (d) ABOVE.

OWNER'S CERTIFICATION OF DEDICATION
THE UNDERSIGNED OWNER(S) HEREBY FREELY DEDICATE(S) ALL RIGHTS-OF-WAY, EASEMENTS, STREETS, RECREATION AREA, OPEN SPACE, COMMON AREA, UTILITIES, AND OTHER IMPROVEMENTS TO PUBLIC OR PRIVATE COMMON USE AS NOTED ON THIS PLAN, AND FURTHER ASSUME FULL RESPONSIBILITY FOR THE MAINTENANCE AND CONTROL OF SAID IMPROVEMENTS UNTIL THEY ARE ACCEPTED FOR MAINTENANCE AND CONTROL BY AN APPROPRIATE PUBLIC BODY, OR BY AN INCORPORATED NEIGHBORHOOD OR HOME OWNER'S ASSOCIATION OR SIMILAR LEGAL ENTITY. SOUTHERN VILLAGE LIMITED PARTNERSHIP BY SOUTHERN VILLAGE LIMITED PARTNERSHIP

NOTARY PUBLIC
I, Deborah Sullivan, County Clerk, do hereby certify that the foregoing instrument was signed in its name by its maker, and attested by himself as its Notary Public.
Deborah Sullivan, Notary Public

MY COMMISSION EXPIRES 1-26-2000
NOTES:
1. THIS PROPERTY IS ENCUMBERED BY A MASTER LAND USE PLAN AND A SPECIAL USE PERMIT APPROVED BY THE CHAPEL HILL TOWN COUNCIL AS RECORDED IN DEED BOOK 1197, PAGE 493. THIS DEED BOOK 1198, PAGE 303, AND DEED BOOK 1641, PAGE 287, ORANGE COUNTY REGISTRY, RESPECTIVELY.
2. RESTRICTIVE COVENANTS AS RECORDED IN DEED BOOK 1274, PAGE 166, AMENDED IN DEED BOOK 1409, PAGE 206, AND DEED BOOK 1408, PAGE 206, ORANGE COUNTY REGISTRY.
3. THIS PROPERTY IS A PORTION OF TRACTS 4 & 3 AS SHOWN IN PLAT BOOK 71, PAGE 8, ORANGE COUNTY REGISTRY.
4. AT SUCH TIME AS IMPROVEMENTS TO THE SOUTHERN VILLAGE REACH AN IMPROVING SURFACE LIMIT OF 246 OR A BUILDING LIMIT OF 604 UNTIL EXCEEDED AS EACH DRILLING UNIT AND EACH 1000 S.F. OF NON-RESIDENTIAL FLOOR AREA, MEADOWS DESIGN FIRST, NO FURTHER BUILDING PERMITS WILL BE ISSUED UNTIL THE REQUIRED STORMWATER MANAGEMENT/QUALITY CONTROL MEASURES HAVE BEEN COMPLETED IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS.
5. RESURVEYABLE COLLECTION SHALL BE PROVIDED CONSUET TO ALL SINGLE AND FAMILY LOTS, EXCEPT AS MAY BE APPROVED BY TOWN MANAGER.
6. NO CERTIFICATES OF OCCUPANCY WILL BE ISSUED UNTIL ALL REQUIRED PUBLIC IMPROVEMENTS ARE COMPLETED.
7. IF THE TOWN MANAGER APPROVES A PHASING PLAN, NO CERTIFICATES OF OCCUPANCY SHALL BE ISSUED UNTIL ALL REQUIRED PUBLIC IMPROVEMENTS FOR THAT PHASE ARE COMPLETED, NO BUILDING PERMITS FOR ANY PHASE SHALL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS REQUIRED IN PREVIOUS PHASES ARE COMPLETED TO THE NEW PHASE.
8. DEVELOPMENT SHALL BE RESTRICTED WITHIN THE RESOURCE CONSERVATION DISTRICT (RCD) IN ACCORDANCE WITH THE DEVELOPMENT ORDINANCE OF CHAPEL HILL.

Table with columns: LINE, DISTANCE, LINE, DISTANCE. Lists survey points and distances for various lines (L1B to L185).

AREAS IN LOTS: 401 - 3505 SF OR 0.0805 ACRE 419 - 2378 SF OR 0.0546 ACRE 437 - 3000 SF OR 0.0689 ACRE 545 - 2419 SF OR 0.0555 ACRE 546 - 2419 SF OR 0.0555 ACRE 547 - 2419 SF OR 0.0555 ACRE 548 - 3340 SF OR 0.0767 ACRE 549 - 3143 SF OR 0.0722 ACRE 550 - 2419 SF OR 0.0555 ACRE 551 - 2418 SF OR 0.0555 ACRE 552 - 2418 SF OR 0.0555 ACRE 553 - 2418 SF OR 0.0555 ACRE 554 - 2418 SF OR 0.0555 ACRE 555 - 2418 SF OR 0.0555 ACRE 556 - 2418 SF OR 0.0555 ACRE 557 - 2418 SF OR 0.0555 ACRE 558 - 3008 SF OR 0.0736 ACRE 559 - 2419 SF OR 0.0555 ACRE 560 - 2419 SF OR 0.0555 ACRE 561 - 2419 SF OR 0.0555 ACRE 562 - 2419 SF OR 0.0555 ACRE 563 - 2419 SF OR 0.0555 ACRE 564 - 2419 SF OR 0.0555 ACRE 565 - 2419 SF OR 0.0555 ACRE 566 - 2419 SF OR 0.0555 ACRE 567 - 2419 SF OR 0.0555 ACRE 568 - 2419 SF OR 0.0555 ACRE 569 - 2419 SF OR 0.0555 ACRE 570 - 2419 SF OR 0.0555 ACRE 571 - 2419 SF OR 0.0555 ACRE 572 - 2419 SF OR 0.0555 ACRE 573 - 2419 SF OR 0.0555 ACRE 574 - 2419 SF OR 0.0555 ACRE 575 - 2419 SF OR 0.0555 ACRE 576 - 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THE TOWN MANAGER HEREBY CERTIFIES THAT A SURETY BOND OF A SATISFACTORY AMOUNT HAS BEEN POSTED WITH THE TOWN OF CHAPEL HILL, WHICH SURETY GUARANTEES THAT ALL PUBLIC IMPROVEMENTS WILL BE COMPLETED AS SPECIFIED BY THE APPROVED SPECIAL USE PERMIT FOR SOUTHERN VILLAGE WITHIN 36 MONTHS UNLESS OTHERWISE EXTENDED BY THE TOWN MANAGER. NOTICE WILL BE DULY RECORDED WITH THE REGISTER OF DEEDS IF AND WHEN SAID SURETY IS AMENDED OR EXTENDED PRIOR TO COMPLETION OF ALL PUBLIC IMPROVEMENTS FOR WHICH IT WAS POSTED.

TOWN MANAGER ENCLOSURE: PROVIDED THAT THIS PLAN BE RECORDED WITHIN 30 DAYS OF FINAL APPROVAL BY THE TOWN MANAGER. APPROVED BY TOWN MANAGER: W. Columbus Horton, DATE: 12/11/98

AREAS IN LOTS: 401 - 3505 SF OR 0.0805 ACRE 419 - 2378 SF OR 0.0546 ACRE 437 - 3000 SF OR 0.0689 ACRE 545 - 2419 SF OR 0.0555 ACRE 546 - 2419 SF OR 0.0555 ACRE 547 - 2419 SF OR 0.0555 ACRE 548 - 3340 SF OR 0.0767 ACRE 549 - 3143 SF OR 0.0722 ACRE 550 - 2419 SF OR 0.0555 ACRE 551 - 2418 SF OR 0.0555 ACRE 552 - 2418 SF OR 0.0555 ACRE 553 - 2418 SF OR 0.0555 ACRE 554 - 2418 SF OR 0.0555 ACRE 555 - 2418 SF OR 0.0555 ACRE 556 - 2418 SF OR 0.0555 ACRE 557 - 2418 SF OR 0.0555 ACRE 558 - 3008 SF OR 0.0736 ACRE 559 - 2419 SF OR 0.0555 ACRE 560 - 2419 SF OR 0.0555 ACRE 561 - 2419 SF OR 0.0555 ACRE 562 - 2419 SF OR 0.0555 ACRE 563 - 2419 SF OR 0.0555 ACRE 564 - 2419 SF OR 0.0555 ACRE 565 - 2419 SF OR 0.0555 ACRE 566 - 2419 SF OR 0.0555 ACRE 567 - 2419 SF OR 0.0555 ACRE 568 - 2419 SF OR 0.0555 ACRE 569 - 2419 SF OR 0.0555 ACRE 570 - 2419 SF OR 0.0555 ACRE 571 - 2419 SF OR 0.0555 ACRE 572 - 2419 SF OR 0.0555 ACRE 573 - 2419 SF OR 0.0555 ACRE 574 - 2419 SF OR 0.0555 ACRE 575 - 2419 SF OR 0.0555 ACRE 576 - 2419 SF OR 0.0555 ACRE 577 - 2419 SF OR 0.0555 ACRE 578 - 2419 SF OR 0.0555 ACRE 579 -

Drafted by/Mail to:

D.R. Bryan
PO Box 728
Holly Springs NC 27540

FILED
30 DEC 1998, at 09:15:59am
Book 1850, Page 383 - 390
Joyce H. Pearson
Register of Deeds,
Orange County, N. C.

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

THIS SUPPLEMENTARY DECLARATION made this 29th day of December, 1998, 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 HIGHGROVE AT SOUTHERN VILLAGE, PHASE 2, as recorded in Plat Book 89, pages 69 & 70, 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.

FOR MULTIPLE PIN SHEET
SEE BOOK 1850 PAGE 377-382

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 Amendment thereto recorded in Deed Book 1456, page 295, subject further to the following easements, restrictions, covenants, and conditions:

1. UNIT SIZE: LOTS 467-484. No unit shall be erected or allowed to remain on any of the lots numbered 467-484 as shown on the recorded plat referenced hereinabove if the floor area of the main structure, exclusive of unfinished attic and/or basement space, one-story open porches, and garages, shall be less than 1650 square feet.

2. DESIGN SPECIFICS: LOTS 467-484. The following design specifics are applicable to the lots numbered 467-484 as shown on the recorded plat referenced hereinabove:

- | | |
|--------------------------------------|-------------------------------------|
| (a) <u>Setbacks</u> - <u>front</u> : | 5 feet minimum;
25 feet maximum; |
| - <u>side</u> : | 8 feet minimum; |
| - <u>rear</u> : | 20 feet minimum. |

The stated rear setback is not applicable to any accessory buildings or structures, including detached garages. 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, in whole or in part.

3. UNIT SIZE: LOTS 539-558. No unit shall be erected or allowed to remain on any of the lots numbered 539-558 as shown on the recorded plat referenced hereinabove if the floor area of the main structure, exclusive of finished attic and/or basement space, one-story open porches and garages, shall be in excess of 1600 square feet.

4. DESIGN SPECIFICS: LOTS 539-558. The following design specifics are applicable to the lots numbered 539-558 as shown on the recorded plat referenced hereinabove:

- | | |
|--------------------------------------|-------------------------------------|
| (a) <u>Setbacks</u> - <u>front</u> : | 5 feet minimum;
15 feet maximum; |
| - <u>side</u> : | 5 feet minimum; |
| - <u>rear</u> : | 20 feet minimum. |

The stated rear setback is not applicable to any accessory buildings or structures, including detached garages. 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, in whole or in part.

5. FUTURE SUPPLEMENTARY DECLARATION: LOTS 401-448. Lots numbered 401-448 as shown on the recorded plat referenced hereinabove will be sold to a successor developer for construction of attached townhome units. That successor developer shall record prior to the sale of any of those units a Supplementary Declaration applicable to said lots numbered 401-448, which Supplementary Declaration shall incorporate all provisions of the Master Declaration, including but not limited to all provisions regarding both assessments and initial contributions payable to the Master Association and Southern Village Homeowners Association, Inc. The successor developer may elect to form a separate sub-association to oversee the operation and maintenance of those units, which sub-association shall be subject to all provisions of the Master Declaration regarding same, including but not limited to the obligation of that sub-association to contribute to common area maintenance expenses borne by the Master Association and Southern Village Homeowner's Association, Inc.

6. SUB-ASSOCIATION MEMBERSHIP AND VOTING RIGHTS. Declarant has incorporated under the laws of the State of North Carolina the Southern Village Homeowners 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. Except as provided in paragraph 5 hereinabove, 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 Southern Village Homeowners 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.

7. 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 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, each lot shall be subject to an annual assessment for same. The assessment applicable to lots numbered 539-558 as shown on the recorded plat referenced hereinabove shall be fixed for assessment year 1999 at \$540.00.

8. 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 at 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 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.

9. PARTY WALLS: LOTS 539-558. The lots numbered 539-558 as shown on the recorded plat referenced hereinabove are intended for use as attached townhomes with associated Limited Common Areas. 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 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 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.

10. EXTERIOR MAINTENANCE: LOTS 539-558. The Sub-Association shall provide exterior maintenance upon each of the lots numbered 539-558 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.

11. COVENANT TO INSURE: LOTS 539-558. Each owner of a lot numbered 539-558 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.

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 to 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.

13. 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.

14. WAIVER OF AND CONSENT TO VIOLATIONS. Declarant may waive any violation of these restrictions by an appropriate instrument recorded in the Orange 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 Orange County Registry. The provisions of this paragraph whereby the consent of the adjoining property owner is required shall not be applicable to paragraphs 1 and 2 of this Supplementary Declaration whereby only the written consent of Declarant is required.

15. 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 Orange County Registry.

16. 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.

17. 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.

18. 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, 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]
Asst Secretary



NORTH CAROLINA, WAKE COUNTY

I, S. Elaine Hudspeth, Notary Public, do hereby certify that JAMES M. EARHARDT personally appeared before me this day and acknowledged that he is Asst 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 Asst Secretary. Witness my hand and official seal, this the 29 day of December, 1998.

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 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 30th day of Dec. 1998, at 9:15:59 o'clock, A.M in Record Book 1850 Page 383.

Return: _____

Joyce H. Pearson, Register of Deeds
By: [Signature]
Assistant Deputy
Register of Deeds

PREPARED BY & MAIL TO:
James M. Day, Burns, Day & Presnell, P.A.
P.O. Box 10867, Raleigh, NC 27605

FOR MULTIPLE PIN SHEET
SEE BOOK 1855 PAGE 59-61

NORTH CAROLINA

**SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS:
HIGHGROVE AT SOUTHERN VILLAGE
(PHASE 2, LOTS 401 - 448)**

ORANGE COUNTY

THIS SUPPLEMENTARY DECLARATION made this 31st day of December, 1998, by
SOUTHERN VILLAGE LIMITED PARTNERSHIP (Declarant).

WITNESSETH:

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 HIGHGROVE AT SOUTHERN VILLAGE, PHASE 2, LOTS 401 - 448, as recorded in Plat Book 82, Page 69, Orange County Registry, reference to which is hereby made (the "Property"). Declarant will convey all of the lots making up the Property (each, a "Lot") 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, (the "Master Declaration") and as further set forth in this document, and which shall run with the Property 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. 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.

THEREFORE, Declarant declares that all of the Property shall be held, sold, and conveyed subject to that certain Master Declaration and the following easements, restrictions, covenants, and conditions.

1. **STRUCTURES.** Except for the fire protection rooms described below, the improvements on any Lot shall be restricted solely to residential dwellings for residential use. All improvements erected upon a Lot shall be of new construction and shall be subject to approval as provided in Section 5. No residential unit shall be erected or allowed to remain on any Lot if the floor area of the main structure, exclusive of unfinished attic and/or basement space, one-story open porches, and garages, shall be less than 1900 square feet. "Limited Common Areas" shall include the fire protection rooms located within each building, as will be more specifically described in the deeds conveying those areas to the Sub-Association.

2. **DESIGN SPECIFICS.** The following design specifics are applicable to each Lot:

- (a) Setbacks - front: 5 feet minimum/15 feet maximum;
 - side: 5 feet minimum/15 feet maximum (corner)
 none (interior);
 - rear: 10 feet minimum.

The stated rear setback is not applicable to any accessory buildings or structures, including detached garages. 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, in whole or in part.

3. **SUB-ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.**

3.1. **Membership/Voting Rights.** Declarant has incorporated under the laws of the State of North Carolina the Southern Village Homeowners Association, Inc. (the "Sub-Association") 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 Master Declaration. Each and every owner of a Lot (an "Owner"), 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 Southern Village Homeowners Association, Inc., which Sub-Association shall be a member of the Southern Village Master Association, Inc. (the "Master Association").

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.

3.2. **Special Rights.** Notwithstanding any provisions in the Master Declaration, this Supplementary Declaration or the bylaws of the Master Association or Sub-Association to the contrary, any and all decisions regarding expenditures exclusively applicable to the Property shall be made in the sole and exclusive discretion of the Owners and not by the entire membership of the Association. It is intended that the Owners, through the additional sub-association described below, have the authority to effect maintenance, repair and other decisions applicable solely to the Property. Declarant has created an additional sub-association exclusively for the Property (known as HighGrove Townhomes Association, Inc.) for the purpose of administering the provisions of this Subsection 3.2. The membership provisions and voting rights for the Owners and Declarant for this additional sub-association shall be structured similarly to those set out in Subsection 3.1 and otherwise as established in this additional sub-association's bylaws.

4. **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, each Lot shall be subject to an annual assessment for same, which assessment shall be fixed for assessment year 1999 at \$660.00.

5. **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 at 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 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.

6. **PARTY WALLS.** The property is intended for use as attached townhomes with associated Limited Common Areas. 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 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 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. **MAINTENANCE/REPAIR.**

7.1. **Sub-Association Responsibilities.** Except as provided in Subsections 7.2 and 7.3 below, the Sub-Association shall provide exterior maintenance upon each of the Lots 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 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 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.

7.2. **Owner Responsibilities.** Maintenance, upkeep, and repairs of any patio, deck, porch decking, screens and screen doors, exterior doors, and windows and window fixtures and other hardware located on a Lot shall be the sole responsibility of the individual Owner of that Lot and not in any manner the Sub-Association's. Notwithstanding that the Sub-Association will have the responsibility for maintaining the landscaping, each Owner shall be responsible for making sure that that landscaping is adequately watered. All fixtures and equipment installed with a townhome commencing at a point where the utility lines, pipes, wires, conduits, or systems are within the townhome's exterior walls, including the courtyards, shall be maintained

and kept in repair by the Owner thereof. An Owner shall do no act, nor any work that will impair the structural soundness or integrity of another townhome, nor impair any easement or hereditament, nor do any act or allow any condition to exist which will adversely affect the other townhomes or their Owners. All private utility systems (other than those serving a single Lot) located outside the exterior walls and/or within the Limited Common Areas shall be maintained by the Sub-Association. All public utility systems located outside the exterior walls and/or within the Limited Common Areas shall be maintained by the appropriate utility company or governmental authority.

7.3. **Reconstruction.** In the event of damage to an Owner's townhome unit, the Owner shall, within forty-five (45) days of the damage, elect to repair/rebuild or not to repair/rebuild such damaged portions of its townhome unit in as good condition as formerly. The election shall be made by giving written notice of such to the Sub-Association within the specified time period. If the Owner fails to timely make an election, it shall be deemed to have elected to repair/rebuild. If the Owner elects not to repair/rebuild, it shall nevertheless demolish the damaged townhome unit, clean up any and all debris, (where applicable) level, grade, pave and landscape the area, and thereafter maintain its Lot in a good, clean, safe and presentable condition. In the event the Owner elects or is deemed to have elected to repair/rebuild, but fails to promptly commence and thereafter diligently pursue the repair/rebuilding or clean up required by this Subsection, the Sub-Association's Board, upon obtaining the required member approval, shall have the power to take the action otherwise required to be performed by the Owner with respect to the damaged townhome unit and to levy a special assessment against the Owner to pay the costs of repair/rebuild and/or clean up. In the event the Sub-Association exercises its rights under this Subsection, the Sub-Association shall be entitled to receive and use any and all insurance proceeds payable under the Owner's insurance policy to the extent necessary to repair/rebuild and/or clean up the damaged townhome unit.

8. **COVENANT TO INSURE.** Each Owner of a Lot, 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.

9. **EASEMENTS.**

9.1. **Association Easement.** Every Lot shall be subject to an easement for entry by the Sub-Association (and the Persons described above) for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any Lot and that endangers any improvement or portion of the Common Area.

9.2. **Drainage Easement.** For a period of twenty (20) years from the date of this Declaration, the Declarant reserves an easement over and under the Development to maintain and to correct drainage or surface water runoff in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary. After such action has been completed, the Declarant shall restore the affected property to its original condition to the extent practicable. Declarant shall give each affected Owner thirty (30) days' advance written notice of Declarant's intent each time it plans to exercise its rights pursuant to this Subsection 9.1.

10. **LAND USE REGULATIONS.**

10.1. **Uses.** Notwithstanding the uses otherwise permitted by the applicable zoning code and unless otherwise permitted by Declarant, in writing (which it may arbitrarily withhold), use of each Lot shall be strictly limited to attached and/or detached single family residential purposes and those other purposes expressly permitted by this Declaration.

10.2. **Screening.** All equipment, garbage cans, service yards, wood piles, or storage piles shall be kept screened by adequate Improvements so as to screen them from view from the street and adjoining Lots. All garbage, trash, or rubbish shall be regularly removed from the Lot and shall not be allowed to unreasonably accumulate. No clothes lines, whether screened or not, shall be allowed outside of the Owner's townhome.

10.3. **Leasing.** No Lot or any portion of the Improvements thereon shall be leased for transient or hotel purposes, except that an Owner may lease not less than the entire residential structure on its Lot; provided that each lease must be in writing, must be for a period of not less than one (1) year, and must provide that it is subject to this Declaration and the Bylaws and that any failure by a tenant to comply with such shall be a default under the lease. The Owner shall promptly provide the Association with copies of any and all leases entered into by the Owner.

10.4. **Drapes, Blinds, Etc.** The side of all, drapes, blinds, and/or other window treatments which is visible from the exterior of a Townhome shall be white or neutral in color.

10.5. **Utility Devices.** Except as required by law, no exterior television or radio antennas, satellite dishes or solar panels or other utility devices, of any sort shall be placed, allowed or permitted upon any portion of the exterior of the Improvements to be located upon the Property without the prior written approval and the authorization of the Declarant (as long as Class B Membership exists), the Association's Board or the Architectural Committee. The Declarant and the Association, for the common benefit of the Owners, reserves the right to install within the Property such utility devices necessary to provide cable TV or similar services.

10.6. **Business/Obnoxious Activity.** No business activity of any kind or any obnoxious or offensive activity shall be carried on the Property or Improvements thereon, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood. Nor shall the Property be used in any way or for any purpose which may endanger the health or

unreasonably disturb an Owner or his tenants or invitees. No "For Sale" signs (except as otherwise specifically authorized by the Association), advertising signs or rent signs, bill boards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Property, and in no event in the Common Area. The foregoing covenants shall not, however, apply to the business activities, signs, and billboards or the construction and maintenance of buildings, if any, of Declarant, its agent and assigns, during the construction and sales period for the HighGrove Townhomes.

10.7. **Vehicles**. No boats, recreation vehicles, campers, motorcycles, tractors, trucks (other than one pick-up truck rated one-half ton or less), or trailers (the "Vehicles") of any Owner or member of his family, his tenants, guest or contract purchasers shall be parked within the Common Area, or within the right-of-way of any street in or adjacent to the Subdivision. All Vehicles shall be stored either within the Owner's garage or other facilities not located on the Subdivision. No Owner shall park or store an inoperative or abandoned Vehicle or automobile on any Lot or on the streets or Common Areas in the Subdivision.

10.8. **Tanks**. Other than hot tubs or similar devices approved by the Architectural Committee, no above or below-ground tanks or pools will be permitted for the storage of fuel or water or any other substance. The installation of such tanks shall be subject to reasonable screening requirements established by the Architectural Committee.

10.9. **Lawn Ornaments**. No decorative lawn ornaments shall be placed on any Lot without the prior written approval of the Architectural Committee.

10.10. **Trash Removal**. Collection of refuse and recyclables shall be as provided under the Master Declaration; except that Declarant shall have no obligation to provide rollcarts or bins.

10.11. **Governmental Regulations**. Each Owner shall comply with all laws, ordinances, governmental building codes, health regulations, zoning restrictions and the like applicable to its Lot and/or Common Areas. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

10.12. **Additional Restrictions**. The Declarant (as long as it hold Class B Membership) and thereafter, the Association, the Association's Board, or the Architectural Committee shall have the power to formulate, amend, publish and enforce other reasonable rules and regulations concerning the architectural control and use of the Property. The Property shall also be subject to all restrictions applicable under the Master Declaration. In the event of a conflict between the restrictions set out in these Protective Covenants and the restrictions included in the Master Declaration, the more restrictive of the two shall control.

10.13. **Anti-Discrimination**. No action shall at any time be taken by the Declarant, the Association, the Association's Board, or the Architectural Committee in the enforcement or interpretation of these Protective Covenants which in any manner would unfairly discriminate against any Owner in favor of any of the other Owners.

11. **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.

12. **WAIVER OF AND CONSENT TO VIOLATIONS.** Declarant may waive any violation of these restrictions by an appropriate instrument recorded in the Orange 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 Orange County Registry. The provisions of this paragraph whereby the consent of the adjoining property Owner is required shall not be applicable to paragraphs 1 and 2 of this Supplementary Declaration whereby only the written consent of Declarant is required.

13. **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 Orange County Registry.


14. **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.


15. **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.

16. **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, 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:  _____
President

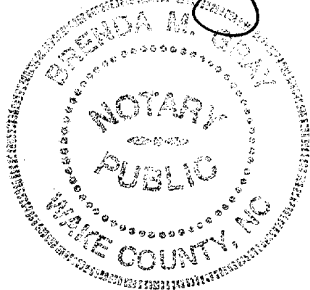
ATTEST: 
Asst Secretary

(CORPORATE SEAL)



NORTH CAROLINA
WAKE COUNTY

I, Brenda M. Gray, Notary Public, do hereby certify that S. Elaine Hudspeth personally appeared before me this day and acknowledged that he is Asst 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 Asst Secretary. Witness my hand and official seal, this the 7 day of January, 1999.



Brenda M. Gray
Notary Public

My commission expires: 8-5-01

NORTH CAROLINA - ORANGE COUNTY

The foregoing certificate(s) of BRENDA M. GRAY

A Notary (~~or Notaries~~) Public of the designated Governmental units is (~~are~~) certified to be correct. Filed for registration this the 7th day of JAN 19 99, at 5:00:20 o'clock P.M. in Record Book 1855 Page 62.

Return: _____

By: Joyce H. Pearson
Assistant/Deputy
Register of Deeds

FILED
07 JAN 1999, at 05:00:20pm
Book 1855, Page 62 - 70
Joyce H. Pearson
Register of Deeds,
Orange County, N. C.

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 Amendment thereto recorded in Deed Book 1456, page 295, subject further to the following easements, restrictions, covenants, and conditions:

1. UNIT SIZE: LOTS 467-484. No unit shall be erected or allowed to remain on any of the lots numbered 467-484 as shown on the recorded plat referenced hereinabove if the floor area of the main structure, exclusive of unfinished attic and/or basement space, one-story open porches, and garages, shall be less than 1650 square feet.

2. DESIGN SPECIFICS: LOTS 467-484. The following design specifics are applicable to the lots numbered 467-484 as shown on the recorded plat referenced hereinabove:

- | | |
|--------------------------------------|-------------------------------------|
| (a) <u>Setbacks</u> - <u>front</u> : | 5 feet minimum;
25 feet maximum; |
| - <u>side</u> : | 8 feet minimum; |
| - <u>rear</u> : | 20 feet minimum. |

The stated rear setback is not applicable to any accessory buildings or structures, including detached garages. 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, in whole or in part.

3. UNIT SIZE: LOTS 539-558. No unit shall be erected or allowed to remain on any of the lots numbered 539-558 as shown on the recorded plat referenced hereinabove if the floor area of the main structure, exclusive of finished attic and/or basement space, one-story open porches and garages, shall be in excess of 1600 square feet.

4. DESIGN SPECIFICS: LOTS 539-558. The following design specifics are applicable to the lots numbered 539-558 as shown on the recorded plat referenced hereinabove:

- | | |
|--------------------------------------|-------------------------------------|
| (a) <u>Setbacks</u> - <u>front</u> : | 5 feet minimum;
15 feet maximum; |
| - <u>side</u> : | 5 feet minimum; |
| - <u>rear</u> : | 20 feet minimum. |

The stated rear setback is not applicable to any accessory buildings or structures, including detached garages. 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, in whole or in part.

5. FUTURE SUPPLEMENTARY DECLARATION: LOTS 401-448. Lots numbered 401-448 as shown on the recorded plat referenced hereinabove will be sold to a successor developer for construction of attached townhome units. That successor developer shall record prior to the sale of any of those units a Supplementary Declaration applicable to said lots numbered 401-448, which Supplementary Declaration shall incorporate all provisions of the Master Declaration, including but not limited to all provisions regarding both assessments and initial contributions payable to the Master Association and Southern Village Homeowners Association, Inc. The successor developer may elect to form a separate sub-association to oversee the operation and maintenance of those units, which sub-association shall be subject to all provisions of the Master Declaration regarding same, including but not limited to the obligation of that sub-association to contribute to common area maintenance expenses borne by the Master Association and Southern Village Homeowner's Association, Inc.

6. SUB-ASSOCIATION MEMBERSHIP AND VOTING RIGHTS. Declarant has incorporated under the laws of the State of North Carolina the Southern Village Homeowners 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. Except as provided in paragraph 5 hereinabove, 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 Southern Village Homeowners 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.

7. 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 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, each lot shall be subject to an annual assessment for same. The assessment applicable to lots numbered 539-558 as shown on the recorded plat referenced hereinabove shall be fixed for assessment year 1999 at \$540.00.

8. 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 at 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 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.

9. PARTY WALLS: LOTS 539-558. The lots numbered 539-558 as shown on the recorded plat referenced hereinabove are intended for use as attached townhomes with associated Limited Common Areas. 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 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 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.

10. EXTERIOR MAINTENANCE: LOTS 539-558. The Sub-Association shall provide exterior maintenance upon each of the lots numbered 539-558 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.

11. COVENANT TO INSURE: LOTS 539-558. Each owner of a lot numbered 539-558 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.

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 to 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.

13. 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.

14. WAIVER OF AND CONSENT TO VIOLATIONS. Declarant may waive any violation of these restrictions by an appropriate instrument recorded in the Orange 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 Orange County Registry. The provisions of this paragraph whereby the consent of the adjoining property owner is required shall not be applicable to paragraphs 1 and 2 of this Supplementary Declaration whereby only the written consent of Declarant is required.

15. 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 Orange County Registry.

16. 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.

17. 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.

18. 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, 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]
Asst Secretary



RE-FILED
28 JAN 1999, at 12:28:14pm
Book 1865, Page 142 - 149
Joyce H. Pearson
Register of Deeds,
Orange County, N. C.

NORTH CAROLINA, WAKE COUNTY

I, S. Elaine Hudspeth, Notary Public, do hereby certify that JAMES M. EARHARDT personally appeared before me this day and acknowledged that he is Asst 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 Asst Secretary. Witness my hand and official seal, this the 29 day of December, 1998.

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 30th day of Dec. 1998, at 9:15:59 o'clock, A.M in Record Book 1850 Page 383.

Return: _____

Joyce H. Pearson, Register of Deeds
By: [Signature]
Assistant ~~Deputy~~
Register of Deeds

PREPARED BY & MAIL TO:
James M. Day, Burns, Day & Presnell, P.A.
P.O. Box 10867, Raleigh, NC 27605

FOR MULTIPLE PIN SHEET
SEE BOOK 1992 PAGE 373

BOOK 1992 PAGE 376

NORTH CAROLINA
ORANGE COUNTY

**AMENDMENT TO
SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HIGHGROVE
TOWNHOMES (LOTS 401-448)**

THIS AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHGROVE TOWNHOMES LOTS (401-448) (the "Declaration" or "Protective Covenants"), made on Sept 15, 1999 by SOUTHERN VILLAGE LIMITED PARTNERSHIP, a North Carolina limited partnership, (the "Declarant") and HIGHGROVE ASSOCIATES, LLC, a North Carolina limited liability company (the "Developer").

RECITALS

Declarant, as the former owner of the property located in Orange County, North Carolina, described in Exhibit A attached (the "Property"), recorded those Supplementary Declaration of Covenants, Conditions and Restrictions for Highgrove Townhomes Lots (401-448) (the "Declaration"). The Declarant subsequently conveyed title to the Property to Developer. Declarant and Developer have agreed to amend the Declaration as provided below. The Developer, being the sole member of Highgrove Townhomes Association, Inc. has approved this Amendment. In consideration of these Recitals, the parties amend the Declaration as follows:

1. DECLARANT. Notwithstanding anything in this Declaration or the Deed conveying title to the Property to Developer to the contrary, Southern Village Limited Partnership is and shall remain the Declarant.

2. FIRE PROTECTION EASEMENT. The parties reserve, in the name and for the benefit of Highgrove Townhomes Association, Inc., a perpetual, non-exclusive easement over and to all of the Buildings for the purposes of replacing, repairing and/or maintaining the common sprinkler systems serving each Building. The initial installation of the common sprinkler system shall be the Developer's responsibility. The repair, replacement and maintenance obligations for those items shall be the Association's sole responsibility and expense. The Association and its agents shall have an easement over and to all Lots for the purpose of performing its obligations with respect to this easement. Each Owner shall keep its Townhome's living space sufficiently heated so as to prevent the sprinkler system lines from freezing.

3. IRRIGATION SYSTEM EASEMENT. The parties reserves, in the name and for the benefit of Highgrove Townhomes Association, Inc., a perpetual, non-exclusive easement over and to all of the Lots for the purposes of replacing, repairing and/or maintaining the common irrigation systems serving the Lots. The initial installation of the irrigation system shall be the

*as recorded in Book 18⁵5, pages 62 & 142, Orange Co. Registry, ^{1865/} JD per phone JD per phone

BOOK 1992 PAGE 377

Developer's responsibility. The repair, replacement and maintenance obligations for those items shall be the Association's sole responsibility and expense. The Association and its agents shall have an easement over and to all Lots for the purpose of performing its obligations with respect to this easement, Upon installation of the irrigation system, the Owners shall be relieved of the responsibility for watering the landscaping.

4. MISCELLANEOUS. Except as specifically modified by this Amendment, all other terms and provisions of the Declaration shall remain in full force and effect. Except as specifically indicated to the contrary, capitalized terms used in this Amendment shall have the same meanings set out in the Declaration. This Amendment (together with the Declaration, any attached Exhibits, and any incorporated documents) constitutes the entire agreement between the parties, and supersedes any and all prior agreements, arrangements and undertakings, whether oral or written, between the parties. In the event of any conflict between the provisions of this Amendment and the provisions of the Declaration, the provisions of this Amendment shall control. This Amendment shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns. This Amendment shall be construed in accordance with the laws of North Carolina without giving effect to its conflict of laws principles.

IN WITNESS WHEREOF, the undersigned have executed, sealed and delivered this Amendment on the date first above written.

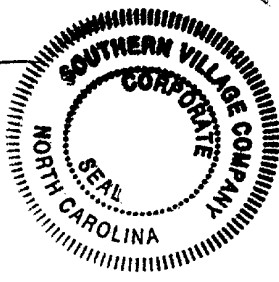
HIGHGROVE TOWNHOMES, LLC,
a North Carolina limited liability company (SEAL)

By: [Signature] (SEAL)
Manager

SOUTHERN VILLAGE LIMITED PARTNERSHIP (SEAL)
BY: SOUTHERN VILLAGE COMPANY, GENERAL PARTNER

BY: [Signature]
President

ATTEST: [Signature]
Secretary
(Corporate Seal)



**NORTH CAROLINA
WAKE COUNTY**

BOOK 1992 PAGE 378

I, S. Elaine Hudspeth, Notary Public, do hereby certify that James M Zarkhardt personally appeared before me this day and acknowledged that he is ~~Asst~~ 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 ~~Asst~~ Secretary, all on behalf of and as the act of the partnership. Witness my hand and official seal, this the 20 day of September, 1999.

(Notary Seal) OFFICIAL SEAL
North Carolina Wake County
S. ELAINE HUDSPETH Notary Public
My Commission Expires November 3, 2001 My commission expires:

**NORTH CAROLINA
WAKE COUNTY**

I, the undersigned Notary Public in and for the aforesaid County and State, certify that Julie Gavaghan, Manager of HighGrove Townhomes, LLC, a North Carolina limited liability company, personally came before me this day and acknowledged the due execution of the foregoing instrument on behalf of and as the act of the company.

Witness my hand and notarial seal this September 15, 1999.
(Notary Seal) Terri H. Osburne
Notary Public Terri H. Osburne
My Commission expires: June 27, 2004



EXHIBITS - A: Property

FILED
27 SEP 1999, at 09:45:24am
Book 1992, Page 376 - 379
Joyce H. Pearson
Register of Deeds,
Orange County, N. C.

NORTH CAROLINA - ORANGE COUNTY

The foregoing certificate(s) of S. Elaine Hudspeth,
and Terri H. Osburne

~~A Notary~~ (Notaries) Public of the designated Governmental units (are) certified to be correct. Filed for registration this the 27~~th~~ day of Sept. 19 99, at 9:45:24 o'clock, A.M.
in Record Book 1992 Page 376

Return: _____

Joyce H. Pearson, Register of Deeds
By: Dwain B. Brooks
Assistant Deputy
Register of Deeds

BOOK 1992 PAGE 379

EXHIBIT A

Being all of Lot Nos. 401-448, HighGrove Townhomes at Southern Village, as shown on that subdivision plat recorded at Map Book 82, Page 69, Orange County Registry.

G:\USER\CHRISTIN\KEYSTONE\BKDA\HighGrove\AmendedDecl



20031212002607720 AMD
Bk:RB3291 Pg:89
12/12/2003 04:39:05PM 1/8

41
L.

IRREGULAR FORM No Blank 1/2" Margins

AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF
SOUTHERN VILLAGE

PREPARED BY AND HOLD FOR

JORDAN, PRICE, WALL, GRAY, JONES & CARLTON, PLLC
~~(BOX 39)~~

1951 Clark Avenue
Raleigh, NC 27605
919-828-2501
attn: CECIL BELL

FOR MULTIPLE PIN SHEET
SEE BOOK 3291 PAGE 48

Prepared by and return to: Hope Derby Carmichael, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

AMENDMENT TO MASTER
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
SOUTHERN VILLAGE

COUNTY OF ORANGE

THIS AMENDMENT to the Master Declaration of Covenants, Conditions and Restrictions of Southern Village, made this 15 day of September, 2003 by the members of the Southern Village Master Association, Inc. (hereinafter, "the Master Association"),

WITNESSETH:

THAT WHEREAS, the original Declarant caused to be recorded on 25th day of July, 1994, a Master Declaration of Covenants, Conditions and Restrictions of Southern Village in Book 1271, Page 165 in the Orange County Registry, (hereinafter, "Declaration"); and

WHEREAS, Article VIII, Section 3 of the Declaration provides that such Declaration may be amended at this time by the execution of this Amendment by not less than seventy-five percent (75%) of the members of the Master Association. This amendment shall become effective upon recordation of this amendment in the Orange County Registry.

NOW, THEREFORE, the undersigned do hereby declare that the Master Declaration of Covenants, Conditions and Restrictions of Southern Village shall be amended as follows:

1. To amend Article V, Section 10, subsection (4) of the Declaration, by deleting that subsection in its entirety and inserting in lieu thereof the following:

“(4) Sub-Association Assessment Classes IIA, IIB, IIC, IID and IIE:

Sub-Association Assessment Class IIA (Highgrove Townhomes, Phase 2, Lots 401-448)(commonly known as Highgrove Townhomes): All owners of attached townhome lots within the lots numbered 401 through 448, inclusive, in the Highgrove, Phase 2 section of townhomes (which lots are subjected to this Declaration by Supplementary Declarations recorded in Deed Book 1850, Page 383, corrected in Deed Book 1865, Page 142; and Deed Book 1992, Page 376, all in the Orange County Registry) are required to pay Class IIA assessments to the Sub-Association having jurisdiction over that lot. The Class IIA assessment for 2003 is \$1208.00 per lot.

Sub-Association Assessment Class IIB (Highgrove Townhomes, Phase 2, Lots 539-560)(commonly known as West End Townhomes): All owners of attached townhome lots within the lots numbered 539 through 560, inclusive, in the Highgrove, Phase 2 section of townhomes (which lots are subjected to this Declaration by Supplementary Declarations recorded in Deed Book 1850, Page 383, corrected in Deed Book 1865, Page 142; and Deed Book 1946, Page 411, all in the Orange County Registry),

are required to pay Class IIB assessments to the Sub-Association having jurisdiction over that lot. The Class IIB assessment for 2003 is \$918.00 per lot.

Sub-Association Assessment Class IIC (Arlen Park at Southern Village, Phases 1B & 1C, Lots 76-92): All owners of attached townhome lots within the Arlen Park, Phase 1B and 1C section of townhomes (which lots are subjected to this Declaration by Supplementary Declarations recorded in Deed Book 1295, Page 573, corrected in Deed Book 1310, Page 586, all in the Orange County Registry) are required to pay Class IIC assessments to the Sub-Association having jurisdiction over that lot. The Class IIC assessment for 2003 is \$918.00 per lot.

Sub-Association Assessment Class IID (Arlen Park at Southern Village, Phase 3A, Lots 182-187): All owners of attached townhome lots within the Arlen Park, Phase 3A section of townhomes (which lots are subjected to this Declaration by Supplementary Declarations recorded in Deed Book 1463, Page 468, Orange County Registry) are required to pay Class IID assessments to the Sub-Association having jurisdiction over that lot. The Class IID assessment for 2003 is \$918.00 per lot.

Sub-Association Assessment Class IIE (Greenview, Phase 2): _____ All owners of attached townhome lots within the Greenview, Phase 2 section of townhomes (which lots are subjected to this Declaration by Supplementary Declarations recorded in Deed Book 1819, Page 388, Orange County Registry) are required to pay Class IIE assessments to the Sub-Association having jurisdiction over that lot. The Class IIE assessment for 2003 is \$918.00 per lot.”

2. To amend Article V, Section 10 of the Declaration by deleting the last paragraph of that subsection in its entirety and inserting in lieu thereof the following:

“Beginning with the assessment year 2003 and thereafter, the maximum annual assessment shall be established by the appropriate Board of Directors and may be increased without approval of the members by an amount not to exceed fifteen percent (15%) of the maximum annual assessment allowable in the year immediately preceding.

The maximum annual assessment for each Sub-Association Assessment Class, as defined in this subsection 10, may be increased without limit by the affirmative vote of two-thirds (2/3) of the owners within each Sub-Association Assessment Class who are voting in person or by proxy at a meeting duly called for that purpose, with notice of any such meeting having been sent to all owners within the applicable Sub-Association Assessment Class at least thirty (30) days in advance of said meeting. A quorum shall be established at any such meeting by the presence, in person or by proxy, of at least ten percent (10%) of the owners within the applicable Sub-Association Assessment Class for which the meeting is being called. The purpose of this provision is to insure that only owners within a particular Sub-Association Assessment Class have the right to vote for an assessment pertaining only to that particular Sub-Association Assessment Class.

The appropriate Board of Directors may at any time fix the annual assessment at an amount not exceeding the maximum.”

3. To amend Article V, Section 11 of the Declaration by deleting that subsection in its entirety and inserting in lieu thereof the following:

“~~Section 11. Special Assessment.~~ In addition to the annual assessments as authorized hereinabove, the Master Association or any Sub-Association may levy one or more special assessments applicable to that year only for the purpose of defraying the costs of construction or reconstruction, unexpected repair or replacement of any improvements located upon their respective Common Areas, Limited Common Areas, Landscape Easement, or Maintenance Easements, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds (2/3) of the owners within each Sub-Association Assessment Class who are voting in person or by proxy at a meeting duly called for that purpose, with notice of any such meeting having been sent to all owners within the applicable Sub-Association Assessment Class at least thirty (30) days in advance of said meeting. A quorum shall be established at any such meeting by the presence, in person or by proxy, of at least ten percent (10%) of the owners within the applicable Sub-Association Assessment Class for which the meeting is being called. The purpose of this provision is to insure that only owners within a particular Sub-Association Assessment Class have the right to vote for a special assessment pertaining only to that particular Sub-Association Assessment Class.

Any such special assessment shall be assessed against the appropriate owners in the same manner and according to the same allocation formula as the regular annual assessments.”

3. This amendment shall be effective upon recordation in the Office of the Orange County Registry.

4. Except as amended hereinabove, the remaining portions of the Declaration as originally recorded are hereby restated and reacknowledged.

WHEREFORE, the undersigned, being at least seventy-five percent (75%) of the members of the Southern Village Master Association, set their hands and seals the date and year first above written.

*****SIGNATURE PAGES AND NOTARY ACKNOWLEDGMENT FOLLOW*****

The undersigned hereby consent to the foregoing amendment to Master Declaration of Covenants, Conditions and Restrictions of Southern Village.

20031212002607720 AMD
Bk:RB3291 Pg:93
12/12/2003 04:39:05PM 5/8

Dick Lowe
Dick Lowe, for the Highgrave Townhome

Jennifer McInnis Wiggins
Jennifer McInnis Wiggins, for the Edgewater Place I

Martha Newport
Martha Newport, for the Merritt Park

Brian Conti
Brian Conti, for the Copperline Square

Rob Shepard
Rob Shepard, for the Edgewater III

The undersigned hereby consent to the foregoing amendment to Master Declaration of Covenants, Conditions and Restrictions of Southern Village.

20031212002607720 AMD
Bk:RB3291 Pg:94
12/12/2003 04:39:05PM 6/8

Graham Dyck

Graham Dyck, for the Southern Village Homeowners Association, Inc

John Tyrell

John Tyrell, for the 500 Market Street Condominium Association,

Graham Dyck

Graham Dyck, for the Market Lofts
by proxy

Graham Dyck

Graham Dyck, for the Southern Village Apartment
by proxy

NORTH CAROLINA
COUNTY OF WAKE

I, Stacy Newman, a Notary Public of Wake County, North Carolina, certify that Hope Derby Carmichael personally appeared before me this day, and being duly sworn, and stated that in her presence the following persons signed the foregoing instrument:

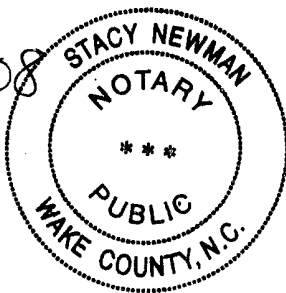
- Dick Lowe
- Jennifer McInnis Wiggins
- Martha Newport
- Brian Conti
- Rob Shapard
- Graham Dyck (3 signatures)
- John Tyrell
TYRELL

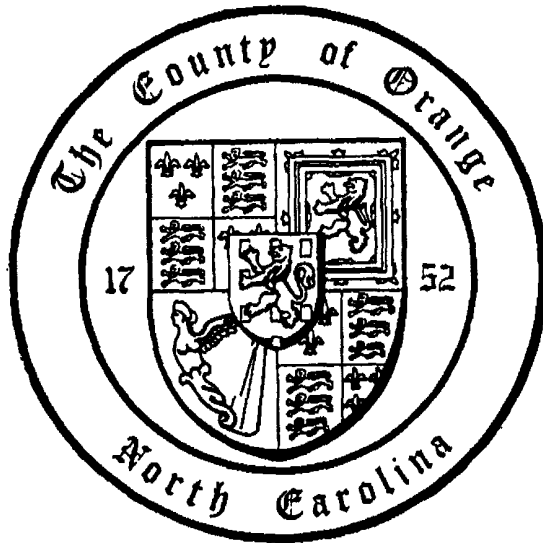
Hope Derby Carmichael, WITNESS
(Signature of person collecting the signatures)

Witness my hand and official seal, this the 15th day of September, 2003.

Stacy Newman
Notary Public

My commission expires: 3-25-08





Joyce H. Pearson
Register of Deeds
Orange County
North Carolina

State of North Carolina, County of Orange

The foregoing certificate(s) of STACY NEWMAN, NOTARY PUBLIC for the Designated Governmental units is/are certified to be correct. See filing certificate herein.

This day December 12, 2003.

Joyce H. Pearson, Register of Deeds

BY: Wendy R. Mize
Deputy ~~Assistant~~ Register of Deeds

Yellow probate sheet is a vital part of your recorded document. Please retain with original document and submit for recording.

Drafted by/Mail to:

FOR MULTIPLE PIN SHEET
SEE BOOK 2054 PAGE 297-298

D.R. Bryan
PO Box 728
Holly Springs NC 27540

BOOK 2054 PAGE 299

NORTH CAROLINA)	AMENDED SUPPLEMENTARY DECLARATION
)	OF COVENANTS, CONDITIONS AND RESTRICTIONS
)	HIGHGROVE AT SOUTHERN VILLAGE,
ORANGE COUNTY)	PHASES 1A, 1B, 1C, 2, 2B & 3A

THIS AMENDED SUPPLEMENTARY DECLARATION made this 9 day of March, 2000, 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 maps entitled HIGHGROVE AT SOUTHERN VILLAGE, PHASE(s) 1A, 1B, 1C, 2, 2B, and 3A, as recorded in Plat Book 81, page 3, Plat Book 81, page 109, Plat Book 82, page 39, Plat Book 82, pages 69-70, Plat Book 83, 13-14, and Plat Book 84, pages 7 & 8, Orange County Registry, respectively, reference to which is hereby made; and,

WHEREAS, Declarant desires to amend a provision as contained in the existing Supplementary Declaration as applicable to each plat as referenced hereinabove, which Supplementary Declarations are recorded as follows: (PH 1A) Deed Book 1750, page 71; (PH 1B) Deed Book 1786, page 295; (PH 1C) Deed Book 1825, page 350; (PH 2) Deed Book 1865, page 142; (PH 2B) Deed Book 1896, page 159; and (PH 3A) Deed Book 1970, page 64, Orange Co. Registry.

NOW, THEREFORE, Declarant hereby amends the SIDE SETBACK provision as contained in each of the Supplementary Declarations as recorded in Deed Book 1750, page 71, Deed Book 1786, page 295, Deed Book 1825, page 350, Deed Book 1865, page 142, Deed Book 1896, page 159, and Deed Book 1970, page 64, Orange County Registry, as follows:

Setbacks - side: 5 feet aggregate; -0- minimum.

Except as specifically amended hereby, all other terms and provisions as contained in each of the hereinabove-cited Supplementary Declarations shall remain in full force and effect. This amended restriction shall run with the land and be binding on and inure to the benefit of the parties, their successors and assigns.

IN WITNESSS WHEREOF, the undersigned has hereunto set its hand and seal, the day and year first above-written.

SOUTHERN VILLAGE LIMITED PARTNERSHIP

by: SOUTHERN VILLAGE COMPANY, GENERAL PARTNER

by: [Signature]
~~Assistant~~ Vice President

ATTEST:

[Signature]
Assistant Secretary



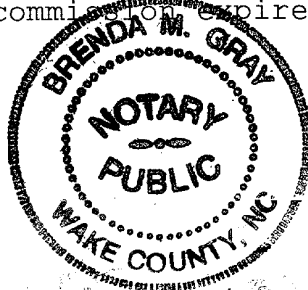
NORTH CAROLINA, WAKE COUNTY

I, Brenda M. Gray, Notary Public, do hereby certify that S. ELAINE HUDSPETH personally appeared before me this day and acknowledged that she 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 ^{VP}President, sealed with its corporate seal, and attested by her as its Assistant Secretary. Witness my hand and official seal, this the 9 day of March, 2000.



[Signature]
Notary Public
My commission expires: 8-5-2001

FILED
17 MAR 2000, at 03:29:34pm
Book 2054, Page 299 - 300
Joyce H. Pearson
Register of Deeds,
Orange County, N. C.



NORTH CAROLINA - ORANGE COUNTY

The foregoing certificate of Brenda M. Gray

A Notary (or Notaries) Public of the designated Governmental units is (are) certified to be correct. Filed for registration this the 17th day of Mar., 2000, at 3:29:34 o'clock, PM in Record Book 2054 Page 299.

Return: _____

Joyce H. Pearson, Register of Deeds
By: [Signature]
Assistant/Deputy
Register of Deeds



20040712000187100 AMD
Bk:RB3494 Pg:458
07/12/2004 03:55:20PM 1/18

FOR MULTIPLE PIN SHEET
SEE BOOK 3494 PAGE 417

FILED Joyce H. Pearson
Register of Deeds Orange COUNTY, NC
BY:

Deputy *Linda Perkins*

IRREGULAR FORM

Notary seal in Margin

*34
PM ✓*

AMENDMENT TO MASTER
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
SOUTHERN VILLAGE

PREPARED BY AND MAIL TO:

HOPE DERBY CARMICHAEL,
ATTORNEY AT LAW
C/O JORDAN, PRICE, WALL, GRAY,
JONES & CARLTON, PLLC
1951 CLARK AVENUE
RALEIGH, NC 27605

Prepared by and return to: Hope Derby Carmichael, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

AMENDMENT TO MASTER
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
SOUTHERN VILLAGE

COUNTY OF ORANGE

THIS AMENDMENT to the Master Declaration of Covenants, Conditions and Restrictions of Southern Village, made this 27th day of January, 2004 by the members of the Southern Village Master Association, Inc. (hereinafter, "the Master Association"),

WITNESSETH:

THAT WHEREAS, the original Declarant caused to be recorded on 25th day of July, 1994, a Master Declaration of Covenants, Conditions and Restrictions of Southern Village in Book 1271, Page 165 in the Orange County Registry, (hereinafter, "Declaration"), and such Declaration has been further amended from time to time, which amendments are now incorporated into said Declaration, and which this amendment shall supplement; and

WHEREAS, Article VIII, Section 3 of the Declaration provides that such Declaration may be amended at this time by the execution of this Amendment by not less than seventy-five percent (75%) of the members of the Master Association. This amendment shall become effective upon recordation of this amendment in the Orange County Registry; and

WHEREAS, Chapter 47F of the North Carolina General Statutes, the "North Carolina Planned Community Act", provides that any planned community created prior to 1 January 1999 may elect to make the provisions of such Chapter 47F applicable to it by amending its declaration to provide that Chapter 47F shall apply to that planned community; that the amendment may be made by affirmative vote or written agreement signed by owners of lots to which at least sixty-seven (67%) of the vote of the association are allocated or any smaller majority as the declaration specifies,

NOW, THEREFORE, the undersigned do hereby declare that the Master Declaration of Covenants, Conditions and Restrictions of Southern Village, as previously amended, shall be further amended as follows:

1. To amend Article IV, Section 1 of the Declaration, by deleting that subsection in its entirety and inserting in lieu thereof the following:

"Section 1. Architectural Review Boards. An Architectural Review Board ("ARB") shall be formed for each Sub-Association within the Southern Village Master Association. As a point of historical reference, it should be noted that the Declarant controlled one Master Association ARB until such time as Declarant sold its last remaining lot within Southern Village. The purpose of this section is to apportion architectural control authority for lots within the various Sub-Associations to be administered by each Sub-Association, rather than by the Master Association.

Each ARB shall consist of at least three (3) persons who shall be members of the Sub-Association being served by that particular ARB. The members of each ARB shall be appointed on an annual basis (or more frequently if necessary) by the Board of Directors for the Sub-Association being served by that particular ARB, and the members of the ARB shall serve at the pleasure of each respective Board of Directors. The Board of Directors for each Sub-Association may elect, at its option, to increase the number of members of its particular ARB from time to time. No member of an ARB shall be liable for claims, causes of action or damages, except where occasioned by such member's willful misconduct, arising out of services performed pursuant to this Master Declaration or any other Declaration of Covenants, Conditions and Restrictions pertaining to real property located within Southern Village, and the Sub-Association being served any such member of an ARB shall indemnify and hold harmless the ARB members of that particular Sub-Association's ARB to the same extent that members of the Sub-Association's Board of Directors are so indemnified.

Any reference to the term "ARB" within this Master Declaration or in any Supplementary Declaration of Covenants, Conditions and Restrictions pertaining to real property located within Southern Village shall mean and refer to that certain ARB created by the particular Sub-Association in which the affected real property is situated. Each owner of real property desiring to submit an application for plan or design approval as required in Section 2 below shall submit such application to the ARB which has been appointed by the particular Sub-Association in which that owner is a member."

2. To amend Article IV, Section 3 of the Declaration by deleting the phrase "thirty (30) days" and inserting in lieu thereof the phrase, "sixty (60) days" in the first sentence of that Section.

3. To amend Article V of the Declaration by adding a new Section 19 at the end of that Article as follows:

"The Board of Directors for the Master Association shall be authorized to delegate to the Board of Directors for the Southern Village Homeowners Association, Inc. ("SVHOA") any of its powers or duties relating to the establishment and collection of the Master Association assessments, as such powers and duties are prescribed for the Master Association in this Article or further in this Declaration or the various Supplementary Declaration of Covenants, Conditions and Restrictions pertaining to real property located within Southern Village. The powers and duties which the Board of Directors for the Master Association may delegate to the SVHOA Board of Directors shall include, but not be limited to:

- (a) the rights and obligations associated with collecting the annual Master Association assessments from the various Sub-Associations as set forth in Article V, Section 8 herein, including the right to enforce by legal means the collection of the annual assessments from the various Sub-Associations;
- (b) the rights and obligations associated with affecting the purposes of the assessments to be levied by the Master Association, including the improvement and maintenance of the services and facilities of the Common Area, as set forth in Article V, Section 9 herein;

- (c) the rights and obligations associated with collecting the annual Master Association assessments as set forth in Article V, Section 10 herein;
- (d) the rights and obligations associated with fixing the amount of the Master Association assessment applicable to each Sub-Association for the ensuing year as set forth in Article V, Section 10 herein;
- (e) the obligation to provide written notice to each Sub-Association of the amount of the Master Association assessment due for the ensuing year, as set forth in Article V, Section 10 herein;
- (f) the rights and obligations associated with levying Special Assessments as set forth in Article V, Section 11 herein;
- (g) the rights and obligations associated with levying Special Individual Assessments as set forth in Article V, Section 12 herein;
- (h) the rights and obligations associated with collecting Initial Contributions as set forth in Article V, Section 13 herein;
- (i) the obligation to provide a written certificate setting forth the status of assessments for a particular lot or Sub-Association, including the right to make a reasonable charge for the issuance of such certificate, as set forth in Article V, Section 14 herein;
- (j) the rights and obligations associated with bringing an action at law or foreclosing the lien for assessments, including the collection of costs, interest and reasonable attorney's fees, as set forth in Article V, Section 15 herein;
- (k) the rights and obligations associated with adoption of an annual budget for the Master Association, as set forth in Article V, Section 18 herein;
- (l) any of the rights and obligations relating to the establishment and collection of the Master Association assessments, as such powers and duties are prescribed for the Master Association in the Bylaws of the Southern Village Master Association, Inc.

Any delegation of powers and duties by the Master Association to the SVHOA as authorized herein shall be made by written Resolution of the Board of Directors for the Master Association, which Resolution shall be recorded in the Orange County Registry, and such Resolution shall continue in effect until revoked by a subsequent written Resolution of the Board of Directors for the Master Association."

4. The Declaration is further amended to provide that the provisions of Chapter 47F of the North Carolina General Statutes (the "North Carolina Planned Community Act") are hereby made applicable to the Southern Village planned community and the Master Declaration of Covenants, Conditions and Restrictions of Southern Village, pursuant to N.C.G.S. § 47F-1-102(d).

5. This amendment shall be effective upon recordation in the Office of the Orange County Registry.

6. Except as amended hereinabove, the remaining portions of the Declaration as originally recorded and heretofore amended are hereby restated and reacknowledged.

WHEREFORE, the undersigned, being at least seventy-five percent (75%) of the members of the Southern Village Master Association, Inc., set their hands on the date and year first above written.

Graham Dyck, for the Southern Village Homeowners Association, Inc.

_____, for Market Street Association, Inc.

John L. Tyrrell
President _____, for 500 Market Street Condominium Owners Association, Inc.
John L. Tyrrell

_____, for The Market Lofts Condominium Association, Inc.

_____, for Highgrove Townhomes Association, Inc.

NORTH CAROLINA
COUNTY OF WAKE

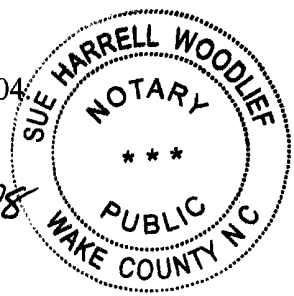
I, Sue Harrell Woodlief, a Notary Public of Wake County, North Carolina, certify that JOHN E. LAWTON personally appeared before me this day, and being duly sworn, and stated that in his presence, John L. Tyrrell executed the foregoing instrument and acknowledged that he is the President of 500 Market Street Condominium Owners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its authorized representative.

[Signature]
John E. Lawton - witness

Witness my hand and official seal, this the 12 day of July, 2004.

Sue Harrell Woodlief
Notary Public

My commission expires: 09-08-08



Graham Dyck January 28, 2004
Graham Dyck, for the Southern Village Homeowners Association, Inc.
President

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that he/she is _____ of Southern Village Homeowners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its authorized representative.

Witness my hand and official stamp or seal, this _____ day of _____, 2004.

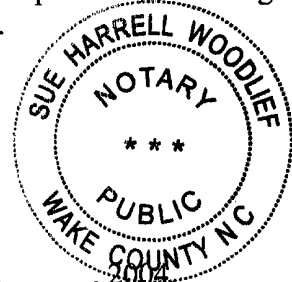
Notary Public

My commission expires:

NORTH CAROLINA
COUNTY OF WAKE

I, Sue Harrell Woodlief, a Notary Public of Wake County, North Carolina, certify that JOHN E. LAWTON personally appeared before me this day, and being duly sworn, and stated that in his presence, Graham Dyck executed the foregoing instrument and acknowledged that he is the President of Southern Village Homeowners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its authorized representative.

[Signature]
John E. Lawton Witness



Witness my hand and official seal, this the 12 day of July, 2004.

Sue Harrell Woodlief
Notary Public

My commission expires: 09-08-08

Jennifer McInnis Wiggin
Jennifer McInnis Wiggin, *President* for Edgewater Place-I Condominium Homeowners Association, Inc.

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that he/she is _____ of Edgewater Place-I Condominium Homeowners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its authorized representative.

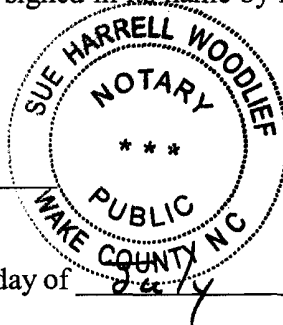
Witness my hand and official stamp or seal, this _____ day of _____, 2004.

Notary Public

My commission expires:

NORTH CAROLINA
COUNTY OF WAKE

I, Sue Harrell Woodlief, a Notary Public of Wake County, North Carolina, certify that JOHN E. LAWTON personally appeared before me this day, and being duly sworn, and stated that in his presence, Jennifer McInnis Wiggins executed the foregoing instrument and acknowledged that she is the President of Edgewater Place I Condominium Homeowners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by her as its authorized representative.



John E. Lawton *[Signature]*
Witness

Witness my hand and official seal, this the 12 day of July, 2004.

Sue Harrell Woodlief
Notary Public

My commission expires: 09-08-08

I, George A. Martinez, a notary for Orange County, North Carolina, certify that Robert P. Shepard personally appeared before me this 7th day of July, 2004 and acknowledged that he signed the foregoing instrument as President of Edgewater Place III Condominium Homeowners Association, Inc. and that same was duly authorized as the act of the corporation.



Robert P. Shepard
Robert P. Shepard, for Edgewater Place-III Condominium Homeowners Association, Inc.

for Edgewater Place-II Condominium Homeowners Association, Inc.

for Edgewater Place-I Condominium Homeowners Association, Inc.

SOUTHERN VILLAGE APARTMENTS, LLC

Sue D. White
By: Sue D. White, Member/Manager

STATE OF NORTH CAROLINA

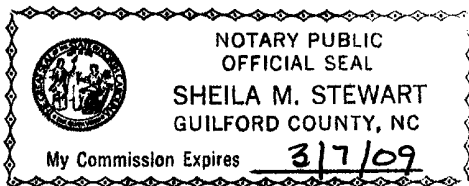
COUNTY OF Guilford

I, Sheila M. Stewart, a Notary Public of the County and State aforesaid, certify that Sue D. White, personally came before me this day and acknowledged that he/she is a member of Southern Village Apartments, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the LLC, the foregoing instrument was signed in its name by him as its authorized representative.

Witness my hand and official stamp or seal, this 1st day of June, 2004.

Notary Public Sheila M. Stewart

My commission expires: 3/7/09



D.R. Bryan
Director/PRES. for The Market Lofts Condominium Association, Inc.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

ABC
long PM

I, S. Elaine Hudspeth a Notary Public of the County and State aforesaid, certify that D.R. Bryan personally came before me this day and acknowledged that he/she is DIRECTOR/PRES. of The Market Lofts Condominium Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its authorized representative.

Witness my hand and official stamp or seal, this 30 day of January, 2004.

My commission expires: 11-3-06

Notary Public
S. Elaine Hudspeth

OFFICIAL SEAL
North Carolina Wake County
S. ELAINE HUDSPETH
Notary Public
My Commission Expires 11-3-06

[Signature]
Director/PRES. , for Market Street Association, Inc.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

ADC PM

I, S. Elaine Hudspeth, a Notary Public of the County and State aforesaid, certify that DK Bynum, personally came before me this day and acknowledged that he/she is Director/PRES. of Market Street Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its authorized representative.

Witness my hand and official stamp or seal, this 30 day of January, 2004.

My commission expires: 11-3-06

Notary Public
[Signature]

OFFICIAL SEAL
North Carolina Wake County
S. ELAINE HUDSPETH
Notary Public
My Commission Expires 11-3-06

Martha Newport

Martha Newport, ^{President} for Merritt Park Condominium Homeowners Association, Inc.

STATE OF NORTH CAROLINA

COUNTY OF Orange

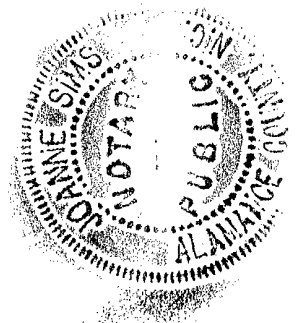
* President

I, Joanne Sims, a Notary Public of the County and State aforesaid, certify that ~~Martha Newport~~ personally came before me this day and acknowledged that he/she is ~~Martha Newport~~ of Merritt Park Condominium Homeowners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its authorized representative.

Witness my hand and official stamp or seal, this 18 day of January, 2004.

Notary Public Joanne Sims

My commission expires:
5-5-2007



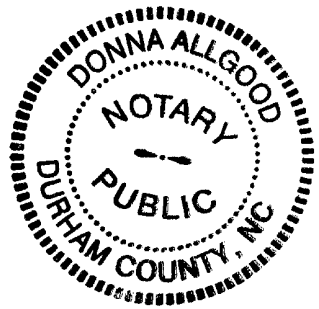
LA Carlson *Board Representative*
for Copperline Square Condominium Homeowners Association, Inc.

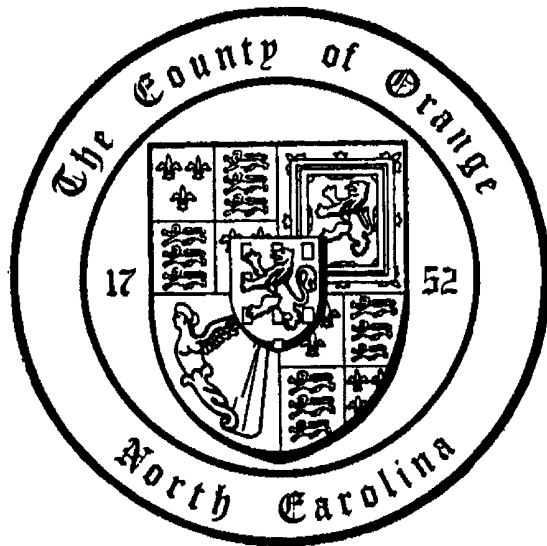
STATE OF NORTH CAROLINA
COUNTY OF *Durham*

I, *Donna Allgood*, a Notary Public of the County and State aforesaid, certify that *LA Carlson* personally came before me this day and acknowledged that *he/she* is *Donna B. sp.* of Copperline Square Condominium Homeowners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its authorized representative.

Witness my hand and official stamp or seal, this *29* day of *January*, 2004.

My commission expires: *8-28-07* Notary Public *Donna Allgood*





Joyce H. Pearson
Register of Deeds
Orange County
North Carolina

State of North Carolina, County of Orange

The foregoing certificate(s) of GEORGE A. MARTINEZ, NOTARY PUBLIC, JOANNE SIMS, NOTARY PUBLIC, S. ELAINE HUDSPETH, NOTARY PUBLIC, SHEILA M. STEWART, NOTARY PUBLIC, SUE HARRELL WOODLIEF, NOTARY PUBLIC, ONLY for the Designated Governmental units is/are certified to be correct. See filing certificate herein.

This day July 12, 2004.

Joyce H. Pearson, Register of Deeds

BY: Linda Chelton
Deputy / ~~Assistant~~ Register of Deeds

Yellow probate sheet is a vital part of your recorded document. Please retain with original document and submit for recording.

303



DNL

20140725000132890 S/INS
Bk: RB5822 Pg: 575
07/25/2014 10:45:54 AM 1/2

FILED Deborah B. Brooks
Register of Deeds, Orange Co., NC
Recording Fee: \$26.00
NC Real Estate TX: \$.00

NO

Prepared by: Judy Johnson, Chapel Hill Planning Department

FOR MULTIPLE PIN SHEET

SEE BOOK 5822 PAGE 533



Return to

TOWN OF CHAPEL HILL
405 MARTIN LUTHER KING JR. BLVD.
CHAPEL HILL, NC 27514
(919) 968-2728

ORANGE COUNTY

NORTH CAROLINA

MASTER LAND USE PLAN MODIFICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned property owner(s), Bryan Properties, having applied to the Town of Chapel Hill for a Master Land Use Plan Modification, said Master Land Use Plan Modification approval was granted by the Town of Chapel Hill on October 28, 2013, the terms of said approval being as follows:

NAME OF PROJECT: Southern Village Master Land Use Plan
NAME OF DEVELOPER: Bryan Properties

DESCRIPTION OF PREMISE

LOCATION: West of US 15-501 South

DESCRIPTION OF DEVELOPMENT

GROSS LAND AREA: 312 acres

SPECIAL TERMS AND CONDITIONS

Southern Village Master Land Use Plan Modification, modifying the Southern Village Master Land Use Plan recorded on March 27, 1997 in Orange County Register of Deeds Book 1566, page 303, in accordance with the plans listed above, and the conditions set forth below:

1. Be consistent with the Master Land Use Plan.
2. Comply with all required regulations and standards of the Land Use Management Ordinance.

Stipulations Specific to the Development

1. Master Land Use Plan Boundary Amendment: That the boundary amendment, as depicted on the "Southern Village Area Map," dated December 1, 2012, reducing the Master Land Use Plan area of approximately 312 acres by approximately 1.8 acres, be recorded in the Orange County Register of Deeds Office.

ORANGE COUNTY



NORTH CAROLINA

IN WITNESS WHEREOF, the Town of Chapel Hill has caused this instrument to be executed in its name as evidence of the issuance of said permit, and the undersigned being all of the property owners of the property above described, have executed this instrument in evidence of their acceptance of said Master Land Use Plan Modification as covenant running with the land.

ATTEST

[Signature]
Town Clerk



The Town of Chapel Hill

BY [Signature]
Executive Director of Planning & Sustainability

ACCEPTED

Owner (Seal)

Owner (Seal)

ATTEST

[Signature]
Asst. Secretary



BY [Signature]
Bryan Properties, Inc.
President

ORANGE COUNTY

NORTH CAROLINA

I, Christina M. Strauch, a Notary Public in and for said County and State do hereby certify that

Mary Jane Nirdlinger, Executive Director of Planning & Sustainability of the Town of Chapel Hill, and

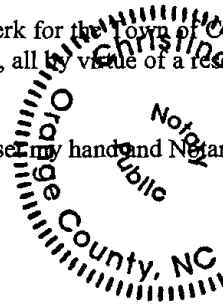
Sabrina M. Oliver, Town Clerk, duly sworn says each for himself that he knows the corporate seal of the Town of Chapel Hill and that the seal affixed to the foregoing instrument is the corporate seal of the Town of Chapel Hill, that

Mary Jane Nirdlinger, Executive Director of Planning & Sustainability of said Town of Chapel Hill, and

Sabrina M. Oliver, Town Clerk for the Town of Chapel Hill, subscribed their names thereto, that the corporate seal of the Town of Chapel Hill was affixed thereto, all by virtue of a resolution of the Chapel Hill Town Council, and that said instrument is the act and deed of the Town of Chapel Hill.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the

23rd day of July, 2014.



Christina M. Strauch
Notary Public

My commission expires: 4/16/18

ORANGE COUNTY

NORTH CAROLINA

I, _____, a Notary Public in and for said State and County do hereby certify that

_____ owners, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my Hand and Notarial Seal, this _____ day of _____, 20 _____

Notary Public

My commission expires: _____

ORANGE COUNTY

NORTH CAROLINA

THIS 24 day of July, 2014, personally come before me, Rosemary I. Waldorf, a Notary Public of Orange

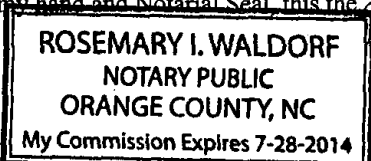
County, North Carolina, Sarah K. D'Brasen who being by me duly sworn, says that he knows the common seal of the

Bryan Properties, Inc., and is acquainted with D.R. Bryan, who is President of said corporation and

she, Asst. Sec. Sarah K. D'Brasen who is Secretary of said corporation, and saw the President sign the foregoing instrument and

he, the said D.R. Bryan, signed his name in attestation of the execution of said instrument in the presence of said President of said corporation.

WITNESS my hand and Notarial Seal, this the 24 day of July, 2014.



Rosemary I. Waldorf
Notary Public

My commission expires: 7-28-14

(Not valid until fully executed and recorded)