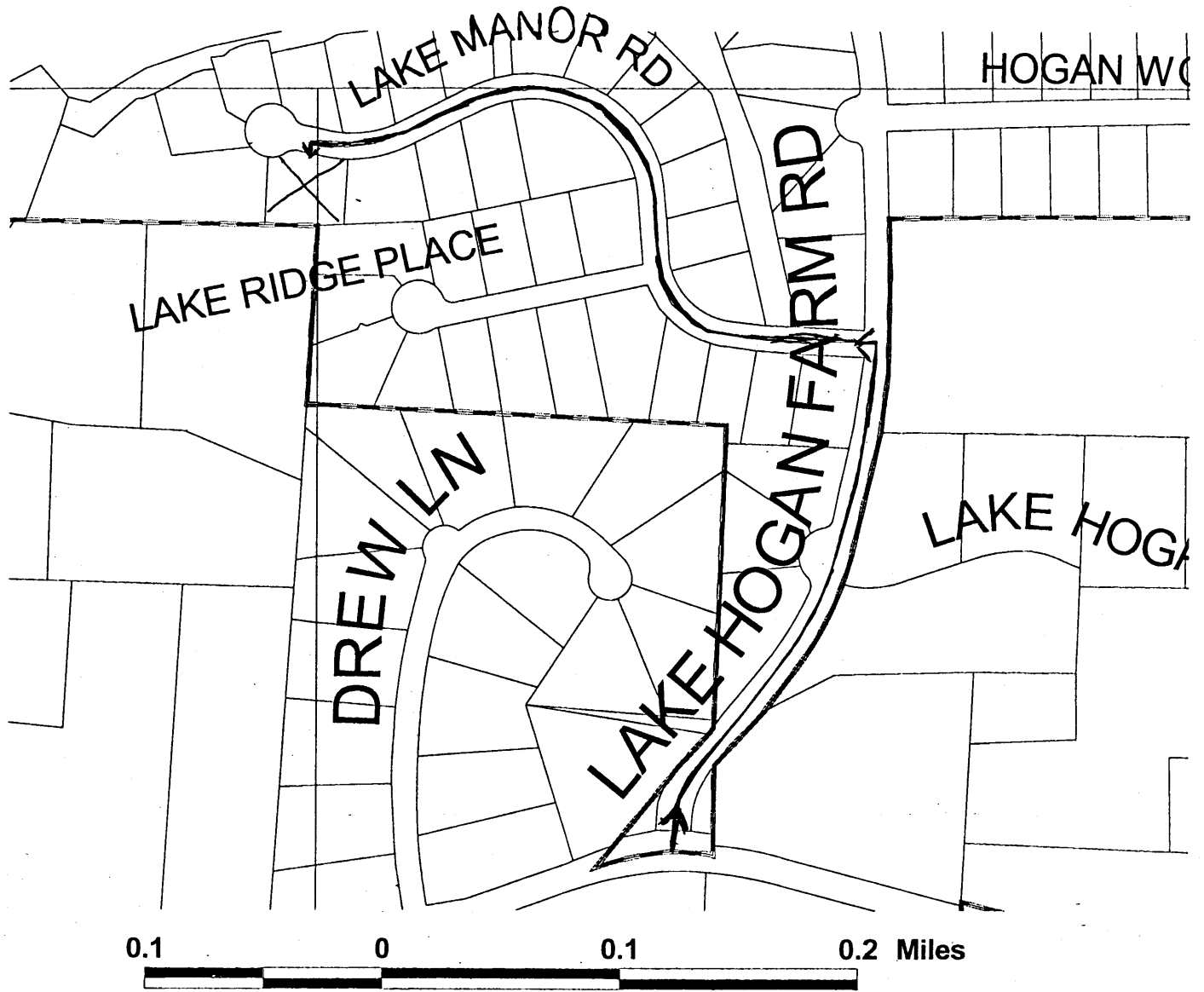
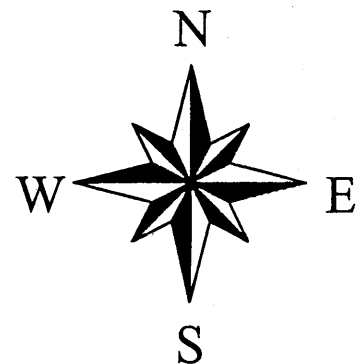


Directions to 211 Lake Manor Road



X = 211 Lake Manor Road (Lot 151)



April 15, 2003

Board of Alderman
Town of Carrboro
301 West Main Street
Carrboro, NC 27510

RE: CUP Modification - Lake Hogan Farms, Lot 151

Dear Sir or Madam:

1st American Builders, L.L.C. has requested a CUP Modification for 211 Lake Manor Road, adjacent to my property at 408 Stony Hill Road.

I have agreed to allow certain activities in the first 35' behind the house (211 Lake Manor Road), with no changes in the last 40' in the rear of the buffer area along our adjoining property line. The allowable activities would include planting and cutting grass, raking leaves, and storm and wind debris removal. However this area could not be used for structures such as swing sets, fences or swimming pools. I request that the board grant the requested Permit modification contingent upon confirmation by the Town Planning Department that the attached restrictive covenant pertaining to the subject property has been properly recorded at the Orange County Register of Deeds. All other terms and conditions as applicable to this otherwise undisturbed buffer area remain in full force and effect.

Please let me know if you need any further information.

Sincerely,



Muriel Mandel

cc: Michael Dean Chadwick

This instrument prepared by,
and mail after recordation to:

Anthony D. Nicholson
Louis, Anderson, Greene & Hinkle, P.A.
P.O. Box 4825
Chapel Hill, NC 27515

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made effective the ___ day of April, 2003, by 1st American Builders, LLC ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of that tract of real estate known as Lot 151, Lake Hogan Farms (211 Lake Manor Road) located in Orange County, North Carolina, described in that deed of record at Book 1979, Page 432, Orange County Registry and as shown on plat recorded at Plat Book 86, Page 36, Orange County Registry ("Subject Lot"); and

WHEREAS, Muriel E. Mandel is the owner of that tract of real estate known as 408 Stony Hill Road located in Orange County, North Carolina, described in that deed of record at Book 1303, Page 515, Orange County Registry ("Adjacent Lot"); and

WHEREAS, Town of Carrboro Board of Alderman has granted to the Declarant a Permit Modification to the Conditional Use Permit applicable to Lake Hogan Farms to permit certain activities within the 75 feet undisturbed buffer on the Subject Property ("Buffer"), the Buffer being shown on plat recorded at Plat Book 86, Page 36, Orange County Registry;

WHEREAS, the Declarant desires to impose on the Subject Lot certain restrictions similar to those in the Permit Modification which limit the use of a portion of the Buffer extending from the common boundary line of the Subject Lot and the Adjacent Lot into the Subject Lot for the purpose of mitigating the effects of the use of the Buffer Encroachment, as hereinafter defined, on the Adjacent Lot.

NOW, THEREFORE, Declarant declares that the Subject Lot shall be owned, held, transferred, sold, conveyed and occupied subject to the restrictive covenants set forth in this Declaration, which shall run with the Subject Lot and be binding on all parties owning any right, title or interest in said real property or any part of the Subject Lot, their heirs, personal representatives, successors and assigns:

A. Incorporation of Reciprocal Recitals. The foregoing recitals by the Declarant shall constitute an integral part of this Declaration, and this Declaration shall be construed in light thereof.

B. Restrictions.

1. Within the first 35 feet of the Buffer as shown on Exhibit A (the "Buffer Encroachment"), the following limited activities only are permitted:

- (a) The planting and maintaining of grass, shrubs and trees;
- (b) The raking of leaves,
- (c) The removal of storm and wind debris.

2. There shall be no permanent or temporary structures or containers of any kind placed within the Buffer Encroachment, including, but not limited to, swing sets, fences, swimming pools, sheds, garbage receptacles and dog houses.

3. The exterior siding along the rear of the house located on the Subject Lot, including the exterior siding of any future additions built at the rear of such house, shall be painted and repainted, as necessary, an earth tone color as close in color as possible to the following color: Duron Frontier Tan # 8732W. The owner of the house located on the Subject Lot shall keep a color swatch of such paint color on the subject premises.

4. The large oak tree in the southwest corner of the Subject Lot shall remain undisturbed unless it becomes diseased or dies.

C. Enforcement. The owner of the Adjacent Lot shall have the right to enforce, by proceeding at law or in equity, all the covenants and restrictions imposed by this Declaration. Failure by the owner of the Adjacent Lot to enforce any of the covenants and restrictions contained in this Declaration shall in no event be deemed a waiver of the right to due so thereafter.

D. Tenure of Declaration. It is the intent of the Declarant that this Declaration shall run with the Subject Lot, including any future reconfiguration or subdivision thereof, and shall be construed as and is made a covenant or equitable servitude running with the Subject Lot or as otherwise reconfigured or subdivided, binding upon the Subject Lot and benefiting the Adjacent Lot in the manner so specified herein.

E. Severability. If any provision of this Declaration, or portion thereof, or the application thereto to any person or circumstance shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provisions or portion thereof to any other persons or circumstances, shall not be affected thereby.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first written above.

1st American Builders, LLC

BY: _____ (SEAL)
Michael Dean Chadwick, Manager

NORTH CAROLINA
DURHAM COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that Michael Dean Chadwick, Manager of 1st American Builders, LLC, a limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of the company. Witness my hand and notarial seal this _____ day of _____, 2003.

Notary Public

My Commission Expires: _____

"EXHIBIT A"

ATTACHMENT "C" - 1

LAKE HOGAN FARMS
1 SEC. G
OPEN SPACE
P. 105

LAKE HOGAN FARMS
PHASE 2
OPEN SPACE
PB. 80 P. 27

LAKE HOGAN FARMS
PRIVATE
OPEN SPACE
9.42 ACRES ±
(COORDINATES)

25' PRIVATE OPEN SPACE
BUFFER AROUND LAKE

LAKE HOGAN FARMS
SUBDIVISION
(FUTURE PHASE)

40' STORM
& PEDESTRIAN
EASEMENT

LAKE HOGAN FARMS
SUBDIVISION
(FUTURE PHASE)

//// = 40' Natural, Vegetative
Undisturbed Buffer

20' STORM
DRAINAGE
EASEMENT

20' STORM
DRAINAGE
EASEMENT

20' STORM
DRAINAGE
EASEMENT

40' STORM
DRAINAGE &
OWNS
EASEMENT
book P.

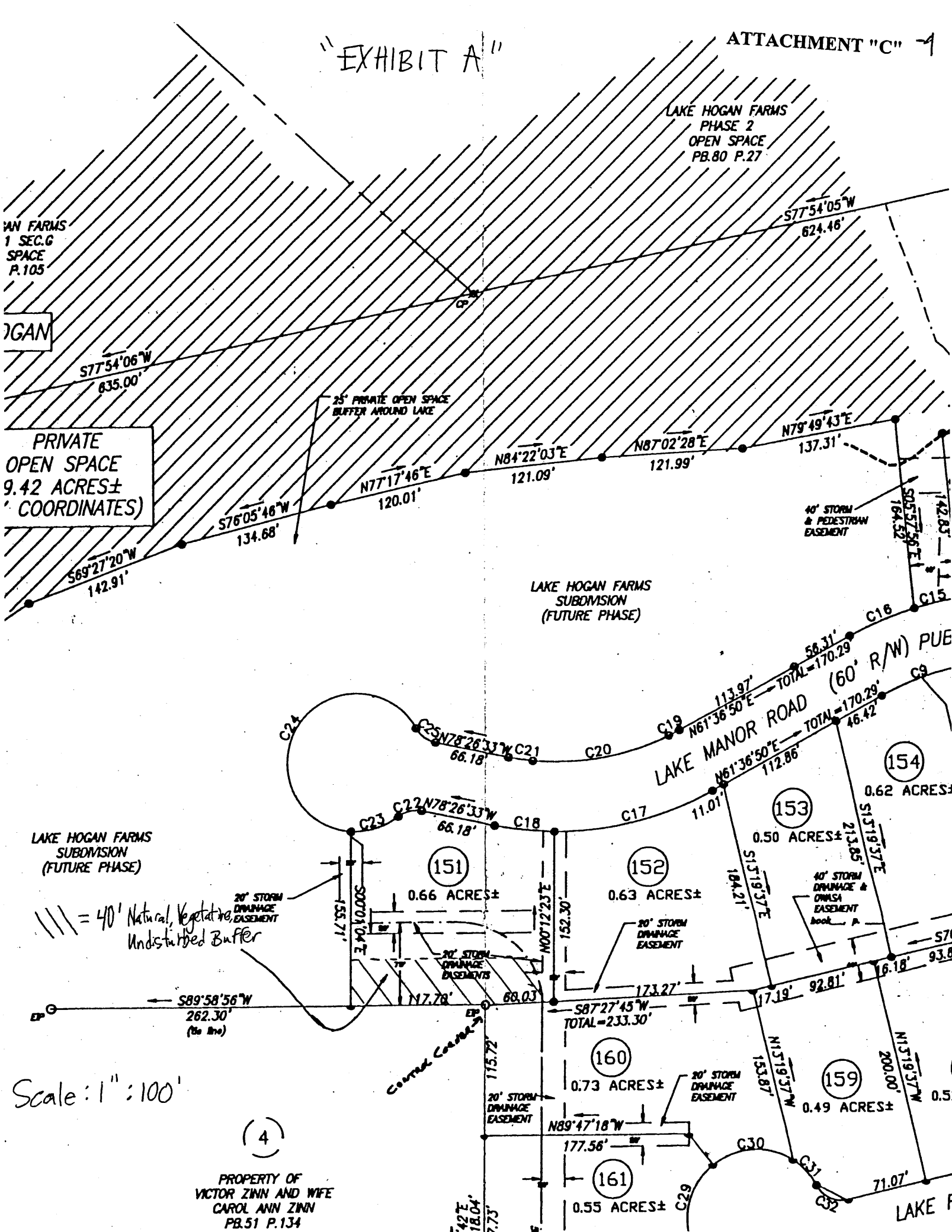
20' STORM
DRAINAGE
EASEMENT

20' STORM
DRAINAGE
EASEMENT

Scale: 1" = 100'

(4)

PROPERTY OF
VICTOR ZINN AND WIFE
CAROL ANN ZINN
PB. 51 P. 134



04/15/2003 17:18 1ST AMERICAN LAND → 9421720
919 9290885
04/15/03 16:03 FAX 919 9290885
04/15/2003 15:41 1ST AMERICAN LAND

MANDEL

ATTACHMENT "D"



April 15, 2003

Muriel Mandel
408 Stony Hill Road
Chapel Hill, NC 27516

RE: 211 Lake Manor Road

Dear Ms. Mandel:

This letter is to commit to writing our verbal agreement regarding the 75' buffer behind the home at 211 Lake Manor Road and adjacent to your property at 408 Stony Hill Road.

You have agreed to allow certain activities to take place within the first 35' of the 75' buffer area behind the home at 211 Lake Manor Road and adjacent to your property. There would be no changes to the remaining 40 feet from the rear property line. Certain limited activities would be acceptable and would be restricted to planting and cutting grass, raking leaves, and storm and wind debris removal. However this area could not be used for structures such as swing sets, fences or swimming pools. These restrictions will be recorded as deed restrictions for the property at 211 Lake Manor Road. All other terms and conditions as applicable to this otherwise undisturbed buffer area remain in full force and effect.

In consideration of your agreement to the buffer encroachment, I agree to pay to you a sum of \$5,000 and I further agree to pay the legal fees you incurred relating to this agreement up to an amount of \$1,000. I agree to pay the aforementioned amounts to you in care of the law firm of Lewis, Anderson, Greene & Hinkle, P.A. at the time of the recording of the Declaration of Restrictive Covenant attached hereto. I further agree to paint the exterior of the siding of the rear of the house located at 211 Lake Manor Road a color selected by your friend, Ippy Patterson.

Thank you for your consideration in this matter.

Sincerely,

1st American Builders, L.L.C.

By:


Michael Dean Chadwick, Manager

04/15/2003 17:18 1ST AMERICAN LAND → 9421720
04/15/03 16:03 FAX 919 9290885 MANDEL
04/15/2003 16:41 1ST AMERICAN LAND

ATTACHMENT "D" 2

North Carolina
Wake County

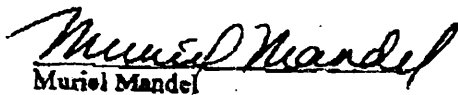
I, Katherine C. Lusk, a Notary Public for said County and State, do hereby certify that Michael Dean Chadwick personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

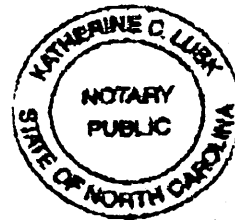
Witness my hand and official seal, this the 15th day April, 2003.

My commission expires March 24, 2006.


Notary Public

Seen and Agreed:


Muriel Mandel



ATTACHMENT E

The following resolution was introduced by Aldermen _____ and duly seconded by Aldermen _____.

**A RESOLUTION REGARDING A MINOR MODIFICATION TO THE CUP FOR
LAKE HOGAN FARMS SUBDIVISION TO ESTABLISH A REDUCED
NATURAL, VEGETATIVE, UNDISTURBED BUFFER ON LOT 151
Resolution No. 140/2002-03**

WHEREAS, the Carrboro Board of Aldermen approved a Conditional Use Permit for Lake Hogan Farms subdivision on September 27, 1994; and

WHEREAS, the Town of Carrboro Land Use Ordinance requires that any substantial change to the approved plans for a project shall constitute a minor modification to the original Conditional Use Permit; and

WHEREAS, the Board of Aldermen finds that the applicant has satisfied the requirements related to minor modifications contained in the Land Use Ordinance.

NOW, THEREFORE BE IT RESOLVED that the Carrboro Board of Aldermen hereby modifies the required buffer behind the house at 211 Lake Manor Road and adjacent to 408 Stony Hill Road from 75 feet to 40 feet effective upon the recordation of deed restrictions on the lot at 211 Lake Manor Road that limits activities and uses as outlined in the April 15, 2003 letter from First American Land to the adjacent property owner, Muriel Mandel.

This is the 22th day of April 2003.