



Sungate Design Group, P.A.

ENGINEERING • LANDSCAPE ARCHITECTURE • ENVIRONMENTAL

915 Jones Franklin Road • Raleigh, NC 27606 • Phone 919.859.2243 • Fax 919.859.6258

March 24, 2003

Ms. Jane L. Tuohey
Zoning Division
Town of Carrboro
301 West Main Street
Carrboro, NC 27510

Re: Fifth review of the CUP Plans for Pacifica (Bolin Creek Co-Housing Development).

Ms. Tuohey,

We have completed our review of the CUP Plans for Bolin Creek Co-Housing Development that was submitted to our office on March 17, 2003, and following are our comments. In order to make the review comments easier to read, I have eliminated comments that were previously satisfied. In my opinion, comment no. 72 and 73 can be addressed without the CUP plans being re-submitted for review.

Grading Plan

9: If Bio-retention Basins are used, then show the outline of the Bio-retention Basin (Limits of the Planting Soil).

OK; Revised.

16: End of Hanna Street: Need to label existing storm drainage. Also, need to show what you are planning to do with it (remove, retain). Right now there is a drop inlet located in the Hargrave's front yard, and you are planning to replace it with an open pipe. The Hargraves might not agree with that.

OK; Revised.

Additional comments from second review.

35: Show rip rap at pipe outlets.

OK; Revised.

Additional comments from third review.

General

44: Proposed swale near corner of Rigdon Property and Open Space 'B': Where does the proposed swale go?

OK; Swale is being taken to bio-retention basin no. 1.

50: If the proposed drive is to be a connector road, then it does not meet the Town of Carrboro's standards for a connector road.

Noted.

Water Quality

51: How were the lengths of the level spreaders determined?

OK; Revised.

58: Should direct CB-11 to the bio-retention basin.

OK; Revised.

63: Overflow berm for BR-2 and BR-3 is at or below the rim elevation of the Overflow Inlet. Need to raise the elevation of the overflow berm in order to insure that the stormwater flows into the storm drainage system as intended. For BR-1 the difference between the overflow berm and the rim elevation is less than 5 inches.

OK; Revised.

Additional comments from forth review.

67: Bio-retention Basins No. 5, 6, and 7 are too small. Please refer to the NCDENR BMP manual for size requirements.

OK; Bio-retention Basin No. 5 was eliminated. Bio-retention Basin No. 6 and 7 were combined.

68: The retaining wall for the Community Garden 1B should not encroach into the Fire Lane. I know this has been shown on previous submittals, but unfortunately I missed it.

OK; Revised.

69: Under your shading legend, it appears that you are missing the symbol for the pervious paving used in the parking area.

OK; Revised.

70: Bio-retention Basin No. 6: The retaining wall along the edge of the bio-retention basin will not be allowed. Use an earth berm if needed.

OK; Bio-retention Basin No. 6 has been eliminated.

71: Bioretention Area Planting Plans: Your selection of the grass, Muhlenbergia capillaries prefers dry woods and savannahs according to Vascular Flora of the Carolinas. Also, under Bioretention Area #4, Panicum virgatum is misspelled and the common name is mislabeled. I know these were on the previous submittal, but the reviewing Landscape Architect missed addressing them.

OK; Revised.

72: Overflow Weir Detail: Need to add turf reinforcement matting to the weir detail for Bio-retention Basin No. 4, 5, 7. For Garden No. 1, a weir is not shown on the Grading Plan. Bio-retention Basin No. 7 is listed under both weir details.

This comment has not been satisfactorily addressed.

Bio-retention Weir for Retaining Wall Detail: Bio-retention Basin No. 5 should not be listed under this detail.

SDG



Additional comment from fifth review.

73: Existing 12-inch CM pipe located near the northwestern property corner needs to be removed.

If you have any questions or need further information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "William M. Hines", with a stylized flourish at the end.

William M. Hines, PE

**Pacifica Proposed 46 Unit Residential Subdivision
Conditional Use Permit Application
Supporting/Supplemental Information**

Date of Fourth Revision: March 10, 2003

**Carrboro Collaborative
Development Association, Inc.**

Contact: Giles Blunden 967-8505

Property Owner

Green Equity, LLC

Contact: Paul Piersma 402-0043

17. Information regarding adherence to the recommended architectural standards of Section 15-177 of the LUO.

Although this development consists of mostly attached houses, the architectural language will conform as closely as possible to the VAS in some instances roof overhangs will not be possible due to the constraints of the building code and in some cases porches will be reduced to allow for solar access. The detached homes will comply with the VAS standards.

- Upper roofs will have a 10/12 pitch
- Lower roofs will have a 3/12 pitch
- Roof material will be 5v crimp metal roof
- Roof overhangs will be 16" where not prohibited by code
- Siding will be Hardiplank clapboard with a 4 1/2" exposure
- Windows will have a vertical to horizontal proportion of at least 2/1

Section 15-182.4 Residential Density Bonuses for Affordable Housing (AMENDED 05/25/99)

(a) For purposes of this section, an affordable housing unit means a dwelling unit (i) that is offered for sale at a price that does not exceed two and a half times an amount equal to eighty percent of the annual median income level for a family of four in the Raleigh-Durham-Chapel Hill Metropolitan Statistical Area or is offered for rent at a monthly rate that does not exceed an amount equal to 12 percent of the monthly median income level for a family of four in the Raleigh-Durham-Chapel Hill Metropolitan Statistical Area, and (ii) with respect to which the developer has arranged for the affordable housing units to remain affordable as described herein for a period of not less than 100 years, commencing from the date of initial occupancy of the units, by including provisions to ensure such continued affordability in legally binding agreements (including but not limited to a ground lease, a deed restriction or other covenant) running with the unit. Such agreements shall be reviewed and approved by the Town of Carrboro prior to initial occupancy of the units. The units may not be occupied and the agreements may not be recorded or filed until such agreements are reviewed and approved by the Town of Carrboro, and (iii) that conforms to the town's recommended "Village Mixed Use and Affordable Housing Vernacular Architectural Standards." For the purposes of determining whether the subdivision requires a zoning permit, special use permit, or conditional use permit under Subsection 15-147(a), the number of units shall exclude the bonus units associated with this Section.

(b) The maximum residential density permissible within a development whose maximum density would otherwise be determined in accordance with the provisions of subsection 15-182.3(b) shall be increased by two dwelling units for every one affordable housing unit included within the development, up to a maximum of 150% of the density otherwise allowable. To illustrate, if the maximum density of a tract would be 100 dwelling units considering only the provisions of subsection 182.3(b), a developer who chose to construct 10 affordable housing units as part of the development of that tract would be allowed to construct 10 additional dwelling units that did not satisfy the "affordability" criteria set forth in subsection (a), for a total density of 120 dwelling units. In this illustration, the maximum possible density that could be achieved would be 150 dwelling units if the developer constructed at least 25 affordable housing units.

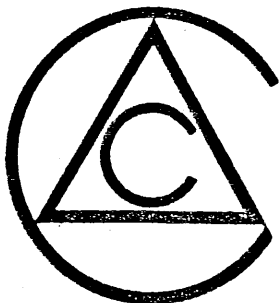
(c) Within any development that provides affordable housing units, the minimum area that must be set aside as open space to satisfy the requirements of Section 15-198 may be reduced by an amount equal to twice the land area consumed by all such affordable housing units, subject to a maximum reduction of 10 percent in the amount of open space otherwise required.

(d) Affordable housing units constructed in accordance with this section shall be interspersed throughout the development rather than isolated in one area and

segregated from the other dwellings that do not satisfy the "affordability" criteria set forth in subsection (a).

(e) In approving a special or conditional use permit for a development that proposes to utilize the density bonus provisions of this section, the permit issuing authority shall ensure, by approval of a condition, phasing schedule, or otherwise, that affordable housing units are actually provided in accordance with the provisions of this section. Without limiting the generality of the foregoing, the permit issuing authority may impose a condition specifying that units may not be issued until the corresponding affordable housing units are constructed and offered for sale or rent for an amount that is consistent with the definition set forth in subsection (a).

Town of Carrboro / Carrboro Appearance Commission / Carrboro, North Carolina 27510



DRAFT

MINUTES
May 15, 2003

Members Present: Wendy Wenck, Tom Wiltberger, Chick Morton and Richard Taylor

**Members Absent or
Excused:** Catherine DeVine

Guest(s) present: Bob Chapman and Phil Shostak (representing the Winmore project) and Giles Blunden (representing the Pacifica AIS project)

Staff Present: Stephanie Bray, Zoning Development Specialist

I. Joint Review Item – Pacifica Architecturally Integrated Subdivision, 130 Hannah Street.

A staff presentation was made by Jeff Kleaveland to the joint review boards. The boards then broke up into their individual meetings.

The Appearance Commission discussed the use of the Vernacular Architectural Standards in the project with Giles Blunden. Chuck Morton stated that the project did comply with the standards.

The Appearance Commission asked Mr. Blunden questions about various aspects of the project including landscaping, screening, lighting and the cisterns. Mr. Blunden offered answers.

The Appearance Commission discussed briefly the transportation issues associated with the project.

MOTION WAS MADE BY CHUCK MORTON AND SECONDED BY TOM WILTBERGER TO APPROVE THE PROJECT SUBJECT TO STAFF'S RECOMMENDED CONDITIONS PLUS ONE ADDITIONAL CONDITION:

- 1) THAT FULL CUT OFF LIGHT FIXTURES BE INSTALLED ALONG THE PUBLIC STREETS, RATHER THAN COBRA HEADS, TO REDUCE LIGHT POLLUTION.**

VOTE: ALL AFFIRMATIVES.

II. Joint Review Item – Winmore Village Mixed Use Rezoning and CUP (continued from May 1st meeting).

Appearance commission members discussed the issues of lighting, street tree location and the surface material of the roundabout, that had been brought up at the May 1st meeting. The commission asked Bob Chapman about the surface materials he intended to use for the crosswalks. He stated that they intended to use red-tinted concrete.

There was a brief discussion of the transportation issues associated with the project.

MOTION WAS MADE BY TOM WILTBERGER AND SECONDED BY CHUCK MORTON TO APPROVE THE PROJECT SUBJECT TO STAFF'S RECOMMENDED CONDITIONS PLUS THREE ADDITIONAL CONDITIONS:

- 1) THAT THE STREET TREES BE SPACED AT IRREGULAR INTERVALS AND**
- 2) THAT IN SUPPORT OF THE DEVELOPERS PLANS, THE DEMARCATION OF CROSSWALKS BE WITH RED-TINTED ASPHALT AND**
- 3) THAT FULL CUT OFF LIGHT FIXTURES BE INSTALLED ALONG THE PUBLIC STREETS, RATHER THAN COBRA HEADS, TO REDUCE LIGHT POLLUTION AND THAT THE LIGHTS BE SIMILAR IN LOOK AND FUNCTION TO THE LIGHTS BEING USED ALONG THE PRIVATE STREETS.**

VOTE: ALL AFFIRMATIVES.

III. Sign Permit – Carrboro Laundromat, 506 Jones Ferry Road.

MOTION WAS MADE BY RICHARD TAYLOR AND SECONDED BY TOM WILTBERGER TO APPROVE THE SIGN PERMIT AS PRESENTED.

VOTE: ALL AFFIRMATIVES.

IV. Approval of the May 1, 2003 Minutes.

MOTION WAS MADE BY TOM WILTBERGER AND SECONDED BY CHUCK MORTON TO APPROVE THE MINUTES FROM THE MAY 1, 2003 MEETING.

VOTE: ALL AFFIRMATIVES.

V. Old/New Business.

There was no old or new business to discuss.

VII. ADJOURN.

There being no further business, the Commission voted to adjourn the meeting.

Appearance Commission Minutes
May 15, 2003

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**MOTION WAS MADE BY TOM WILTBERGER AND SECONDED BY CHUCK MORTON
TO ADJOURN THE MEETING.**

VOTE: ALL AFFIRMATIVES

(*** require input from the community or definition through the CUP process)

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE PACIFICA COMMUNITY

THIS DECLARATION, made on the date hereinafter set forth by the CARRBORO COLLABORATIVE DEVELOPMENT ASSOCIATION, INC., a North Carolina Corporation, hereinafter referred to as "Declarant". 103 West Weaver Street, Carrboro, NC 27510

WITNESSETH THAT

WHEREAS, Declarant is the owner of certain Properties' in Carrboro Township, County of Orange, State of North Carolina; and

WHEREAS, Declarant will convey lots from its said Properties subject to certain protective covenants, conditions, restrictions and easements as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described hereinafter shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the value and desirability of, and shall run with, the Properties and shall be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Pacifica Homeowners' Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean that certain portion of the Properties (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners, including a Common House, Conservation Area, any recreational facilities, pool, pond, or other facilities which may be constructed upon the Properties, including all private roads, driveways not on individual Lots and emergency access lanes. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described with greater particularity on Exhibit B attached hereto and incorporated herein by this reference.

Section 5. "Limited Common Area" shall mean a portion of the Common Area reserved for the exclusive use of one of the Lots.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and rights-of-way which are offered for public dedication.

Section 7. "Member" shall mean and refer to any person or entity who holds membership in the Association.

Section 8. "Household" shall mean and refer to all individuals who will be sharing one Lot.

Section 9. "Declarant" shall mean and refer to Carrboro Collaborative Development Association, Inc., a North Carolina Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II POLICY ON DISCRIMINATION

Carrboro Collaborative Development Association, Inc. and Pacifica Homeowners' Association, Inc. have a policy of non-discrimination and certify that no persons shall be discriminated against in application to or participation in the Declarant or Association on the basis of race, national or ethnic origin, color, religion, age, disability, or affectional preference.

ARTICLE III PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any Common Area;

(b) the right of the Association to suspend the voting rights and right to use of any Common Area by an Owner for any period during which any assessment against his/her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and its facilities, and in aid thereof to deed in trust the Common Area;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication to transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by eighty-five percent (85%) of the members has been recorded; and

(e) the right of the Association to formulate, publish, impose and enforce rules and regulations for the use and enjoyment of the Common Area, which regulations may further restrict the use of the Common Area.

Section 2. Delegation of Use. Subject to Section I above and Article X, any owner may delegate, in accordance with the By-Laws, his/her rights of use and enjoyment in and to the Common Area, to the members of his/her family, his/her lawful tenants, or contract purchasers who reside on such Owner's Lot and, to his/her guests, invitees and licensees.

Section 3. General Easements and Associated Undertakings. All of the Properties, including Lots and Common Area, shall be subject to such easements for private roads or drives, public streets, water lines, sanitary sewers, storm drain facilities, gas lines, cable communication

transmission, telephone and electric power lines and other public utilities as shall be established by the Declarant or its predecessor in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Area, such further easements as are requisite for the convenient use and enjoyment of the Properties.

The following specific easements are hereby established:

1) An easement is hereby established for the benefit of Orange County, the Town of Carrboro and Orange Water and Sewer Authority over all Common Area hereby or hereafter established for the setting, removal, and reading of master water meters, the maintenance and replacement of water, sewer and drainage facilities, the fighting of fires, collection of garbage and police protection.

Section 4. Temporary Construction Access and Disturbance Easement. An easement over, through and to the Common Area is hereby reserved, conveyed and established in favor of the Declarant, and all Owners of any Lot to be used for the purposes of ingress, egress, conduct of construction activity, storage of construction materials, the necessary disturbance of land for construction on any Lot, and the installation of driveways, sidewalks, underground drainage and utility conduits and hookups. This easement shall be used only as and when necessary to facilitate the construction of improvements at any time on a lot by the Declarant or Owner as well as the extension of driveways, sidewalks, underground drainage and utility conduit and hookups to any dwelling structure situated on a Lot. In using and taking the benefit of said easement, Declarant, or its designate and Owners shall use their best efforts to minimize any soil or land disturbance activities, and shall restore the land to a condition which is graded smooth and in harmony with surrounding areas. Should Declarant, its designate or an Owner fail to restore the disturbed land as required above, the Association may restore the land to the required condition and Declarant, its designate or Owner, as the case may be, shall indemnify the Association for the reasonable expense incurred in performing such restoration. Where any Owner shall seek to take advantage of the easement herein conveyed, such Owner's rights of use shall be restricted to that Common Area which shall be reasonably servient and proximate to his Lot. Anything in the foregoing to the contrary notwithstanding, Owner shall obtain the approval of the Association before commencing any construction as required in Article VII of this Declaration.

Sections 5. Foundation and Eave Extension Easements. Notwithstanding the building setbacks required in Article VII, Section 2 of this document, all Lot Owners do hereby grant and convey to the Owner of any adjoining Lot with a common Property Line an easement in perpetuity of thirty inches (30") along the entire length of the common Property Line for purpose of the construction and use of foundations, eaves, soffits, gutters, siding or any other functional or decorative appurtenance to any structure built in accordance with the Zero Lot Line regulations of the Town of Carrboro, so long as such construction and use shall comply with the Architectural Code governing Pacifica. Specifically excluded is the extension of any building wall into this easement. In addition, each Owner of a Lot granting this easement does hereby grant and convey an easement in perpetuity for reasonable ingress and egress across their Lot for purpose of the construction and maintenance of any use undertaken under the first easement. In addition, the Declarant and Association, to the degree that each may have an ownership interest in any Common Area, do hereby grant and convey in perpetuity to all Lot Owners these same said two

easements for any common Property Line located between any Common Area and an individual Lot.

Section 6. Drainage Easement. An easement is hereby granted to allow drainage from gutters, perimeter drains and other surface-water collection devices to flow from individual Lots onto the Common Area. In addition, access is also granted to individual Lot Owners to the Common Area for the installation and maintenance of any and all apparatuses necessary to accomplish said drainage, including piping, swales, bioretention areas, rip-rap, etc. Said drainage apparatuses shall not encroach on any other Lot, except by Agreement in writing of the Owner of the affected Lot. In addition, all runoff from individual Lots must meet applicable jurisdictional regulations. Owners wishing to take advantage of this easement must submit a plan, in writing, according to Article VII, Section 1, below.

Section 7. Crawl Space Easement. An easement is granted to allow the use of the crawl space for HOA rainwater catchment storage and distribution tanks, pipes, and pumps that will serve all homes that are attached in one building. In addition, access is also granted for the installation and maintenance of a distribution system for electronic data such as but not limited to telephone, computer networking, and television cable. Such hardware as is necessary to accomplish the above will be located in a location mutually agreed upon by the homeowner and HOA committee representative responsible for the specific apparatus.

Section 8. Solar Access. Lot Owners shall not construct any structure or plant any evergreen which will affect another Lot's direct southerly solar access. Access is defined as direct southerly solar radiation on a Lot Owner's primary collection area between 10 AM and 2 PM on December 22. Any exceptions may be agreed to by the affected parties.

Section 9. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns that it will convey fee simple title to the Common Area described on Exhibit B hereto to the Association, free and clear of all encumbrances and liens, except public streets, private roads or drives, utility easements and any restrictions of record prior to the conveyance of the first Lot.

Section 10. Utility Charges for Water, Cistern Water Pumping, and Street Lights. As consideration for the conveyance of the Common Area and as consideration for the rights, entitlements, and benefits granted to and conferred upon the Association under and by virtue of this Declaration, the Association covenants and agrees to accept the responsibility for payment of any and all fees, charges and expenses arising by virtue of the use of water provided to and used in connection with any of the Common Area, cistern water pumping, and by virtue of the use and operation of the street lights (or any other utility) installed and erected within the Common Areas. Such cost of fees, charges and expenses paid shall be charged ratably to the Owners as an assessment according to the provisions of Article V below.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall normally conduct its business by consensus, but when voting shall be required, voting rights shall be as follows. The Association shall have one class of voting membership, with one vote for each Lot. Each household shall decide how its vote shall be

cast, but in no case shall any Lot have more than one vote. All voting shall take place in accordance with the By-Laws of the Association.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) expansion assessments as described below. The annual, special and expansion assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Residents in the Properties and for the improvement and maintenance of the Common Area (including the perpetual maintenance of the private roads and stormwater management devices and cisterns), any pond or pool, and for the establishment of adequate reserves for the replacement of capital improvements, if any, located within the Common Area, payment of utility charges on Common Area facilities, payment of insurance premiums for contracts of hazard and liability insurance on the Common Area and payment of local ad valorem taxes, if any, on the Common Area.

Section 3. Maximum Annual Assessment.

(a) Until January 1 of the year following the conveyance of the first Lot to an Owner, the maximum annual assessment, using the formula stated in Section 7 below, shall be based on \$*** for the entire community, were all ***46 units completed. In addition, each household shall be, required to perform four (4) hours of community work each month, as further outlined in the Common Area Maintenance Plan. Should any household fail or choose not to perform this work, the amount of \$12 per hour not contributed will be added to his or her monthly assessment. Collection of this assessment and the required work is abated for each individual Lot until such time as the house to be built on the Lot has received a certificate of occupancy and the Owner of record of the house has closed on the property. At the time of closing, however, an amount equivalent to two months' assessment will be collected by the Association to provide extra funds to meet unforeseen expenses/capital purchases before any capital reserve account has had time to accumulate adequate funds. These monies are not to be used by the Declarant to meet normal operating expenses during the build out of the project. It is further understood that neither the Declarant nor the Association shall be required to pay assessments on any undeveloped Lot.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without consensus or a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by consensus or, should consensus be blocked, by a vote of 85% of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(e) The Board of Directors may alter both the number of hours and the compensatory rate per hour for the required community work. The decision concerning this alteration shall be made at the same time each year as the assessment rate is determined, and may be altered even if the assessment rate is not changed.

(f) Any mortgagee who shall take possession of a Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall be responsible for all future assessments due on that Lot, including payment of the amount due for non-performance of community work, at the rate prevailing at the time of such possession. Should such possession continue unoccupied into a new rate period, calculation shall be on the basis of a one-adult household.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Declarant may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; provided however, any such assessment shall have the consensus of the Membership or, should consensus be blocked, the assent of 85% of the Members who are voting in person or by-proxy at a meeting duly called for this purpose.

Section 5. Expansion Assessments. Any Owner who shall expand the heated square footage of his/her house beyond its original configuration shall be subject to a one-time assessment for Common Facilities for that additional square footage. It shall be based at the same rate, with no interest accrual, had the space been built at the time of the original construction.

Section 6. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Rate of Assessment.

(a) Annual assessments shall be fixed according to the following formula: 1/2 of annual rate shall be fixed at a uniform rate for all Lots. 1/2 of the annual rate shall be fixed by calculation of the number of adults, aged 19 or older, in each household. For assessment purposes, each household is defined as having at least one adult. The first adult in a household shall count as 1.0 adult, and all other adults shall count as 0.5. Calculation of the total number of adults in all households shall take place twice per year, on December 1 and June 1. An example of this calculation is attached hereto as Exhibit C.

(b) Special assessments shall be fixed at a uniform rate for all Lots.

(c) Annual assessments shall be due and payable and collected on a monthly basis. Collection rates for special and expansion assessments shall be determined by the Association and collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence and shall be due and payable as to all Lots on the first day of the month following the receipt by the Owner of a certificate of occupancy for his/her unit, and on the first day of any consecutive month thereafter. Such amount due and payable on the first day of each such month shall be equal to the monthly assessment as set forth and established pursuant to Sections 3 and 7 of this Article and Exhibit C attached herewith. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be as previously set forth herein, unless otherwise established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12.0%) per annum and shall be subject to a late charge of Twenty Five and no/100 Dollars (\$25.00). The Association may record notice of such non-payment and lien in the Office of the Clerk of Superior Court of Orange County. The Association may bring action at law against the Owner personally obligated to pay the same for delinquent assessment, interest costs, late charges and reasonable attorney's fees of any such action, may file Notice of *Lis Pendens*, and/or may bring an action to foreclose the lien against the property. For purposes of this Section, the amount of delinquent assessment, plus accrued interest, shall be considered evidenced by this paragraph and therefore, evidence of indebtedness shall exist hereby. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his/her Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VI INSURANCE

Section 1. Ownership of Policies. Contracts of insurance upon the Common Area shall be purchased by the Association for the benefit of the Association and its mortgagees, if any, as their interests may appear. The Association may re-evaluate its coverage from time to time and may provide, subject to Section 2 of this Article, for such coverage as it deems appropriate.

Section 2. Coverage. All improvements and personal property in the Common Area shall be insured in an amount equal to at least one hundred percent (100%) of their insurable replacement value as determined annually by the Association with the assistance of the insurance

company underwriting the coverage. Such coverage shall provide protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and other such risks as from time to time shall be customarily covered with respect thereto. In addition, the Association shall acquire and maintain in full force and effect a policy of insurance which insures against any public liability arising out of its ownership of the Common Area and the use and operation thereof with limits of liability thereof of not less than One Million Dollars (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall from time to time determine to be desirable and necessary or as may be required by the Federal Housing Authority, Veterans Administration or Federal National Mortgage Association. Such policies shall contain certain clauses providing for waiver of subrogation, if possible.

Section 3. Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association, shall first be bound by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to at least six (6) months' assessments plus reserves accumulated.

Section 4. Premiums. Premiums for contracts of insurance purchased by the Association shall be paid by the Association and charged ratably to the Owners as an assessment according to the provisions of Article V above.

Section 5. Proceeds. All contracts of insurance purchased by the Association shall be for the benefit of the Association and its mortgagees, if any, as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein.

Section 6. Distribution of Insurance Proceeds. Proceeds of contracts of insurance received by the Association as insurance trustee shall be distributed to or for the benefit of the beneficiary or beneficiaries thereof in the following manner.

(a) The proceeds shall be paid first to defray the cost of reconstruction and repair of casualty or liability so covered.

(b) Any expense of the insurance trustee may be paid from proceeds after payment of reconstruction or repair expenses or liability. Any proceeds remaining thereafter shall be distributed to the beneficiary or beneficiaries of the trust.

ARTICLE VII

ARCHITECTURAL APPEARANCE, PROPERTY USES, & MAINTENANCE

Section 1. Required Approval. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including expansions of the initial residential structure or a material change in the exterior color of the residential structure, until the Plans and Specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance and location in relation to surrounding structures and topography, and adherence to the Architectural Code, by the Board of Directors of the Association, or, after the dedication of the Common Area to the Association, by the Board of Directors of the Association, or the Architectural Review Committee. In the event such Board, or its designated committee, fails to approve or disapprove

such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Required Setbacks

(a) The following setbacks are established and are reflected on the subdivision plat recorded or to be recorded with the Orange County Register of Deeds:

There is hereby established a twelve (12) foot building setback from all common HOA property boundary lines.

(b) All specifications regarding fire-rated construction and percentage of openings allowed in walls along any and all common boundary lines must meet all codes and regulations applicable to the Town of Carrboro.

Section 3. Required Land Area. No Lot may be subdivided by sale or otherwise so as to reduce the total area thereof below that as shown upon any recorded subdivision map of the Properties.

Section 4. Utilities Easements. Declarant reserves an easement for and the right at any time in the future to grant a right-of-way and easement for the purposes of drainage, underground and above ground installation, repair and maintenance of poles, lines conduits, pipes and other equipment necessary to or useful in furnishing electric power, gas, sewer, telephone service, cable services and any other utilities for or to the Lots or Common Areas as may be shown upon any recorded subdivision map of the Properties.

Section 5. Water and Sewer Laterals. Each Lot shall be served by individual water and sewer laterals and in no case shall more than one Lot be served by the same water supply lateral from the main water distribution line or the same sewer collection lateral from the main sewer collection line. No water or sewer lateral shall cross any Lot other than that Lot being served by the lateral. All water and sewer laterals within each Lot will be the responsibility of the Lot Owner. All laterals between the Lot line and the water meter or sewer main will be the responsibility of the Association. Any individual flow meters installed will be the responsibility of the Association.

Section 6. Reservation of Variation. Declarant, and in turn the Association, reserve the right to grant a variance from and/or waiver of any violation of the requirements set forth above in Section 1 of this Article. Any request for such variance and/or waiver shall be made by the Owner requesting such in writing to the Declarant, Association, or the designated committee. The Declarant, Association or its designate shall have the sole right, authority and complete discretion to grant or deny any such request for any reason including aesthetics. In the event the Declarant, Association or its designate does not approve or deny such request within thirty (30) days from the date received, this right will be waived and any such request shall be deemed granted.

Section 7. Handicapped Access. All facilities constructed in the Common Areas shall be built using the Americans With Disabilities Act as a guide. Lot owners are encouraged (although not required) to construct their homes to provide for handicapped access to at least the first level.

Section 8. Carports. A multi-car carport with storage capability may be built by the Declarant in one of the parking bays of the community. Construction of this carport shall be paid for by those who shall be using spaces in the carport. Ownership of the carport shall immediately inure to the Association. Persons paying for said construction may use the carport as Limited Common Area without charge. The use of the carport may be assigned with the sale

of the home to the new owner or sold at the cost of construction to another homeowner in the subdivision.

Section 9. Cooperative Maintenance of Common Facilities. All Common Areas and facilities shall be maintained by the Association in accordance with the Common Area Maintenance Plan of the Association. This Plan provides for some maintenance of the Common Areas by residents as a condition of participation in the Association. Residents agree to abide by the provisions of the Common Area Maintenance Plan.

Section 10. Road Maintenance. ***Road Name, as recorded on the Pacifica Subdivision Plat, is a private road. It shall be constructed by the Declarant and maintained in perpetuity solely by the Association and shall never be dedicated to the Town of Carrboro. The Association shall collect and maintain through its assessment process sufficient funds for the ongoing maintenance and resurfacing of ***Road Name.

Section 11. Stormwater Management Structure Maintenance. A maintenance fund for stormwater Best Management Practices (BMPs) shall accrue at a rate of \$4000 per year to a maximum of \$20,000 and shall be used to remove to a reserve location any BMPs in the public right-of-way that are causing damage to the structural integrity of the road.

Section 12. Radio and Television Antennas. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed or maintained on any part of any Lot or upon a structure thereon which shall exceed a height of four (4) feet above the highest point of the roof of the residential structure upon such Lot. In addition, no dish apparatus intended for the reception of cable communication transmission in excess of 24" in diameter shall be erected, placed or allowed to remain on any Lot where it may be viewed from any Common Area.

Section 13. Landscaping. The community will be responsible for the landscaping and maintenance of all Common Areas except for the following:

a) Homeowners may plant and remove vegetation on their own lots, and are encouraged to consult with their neighbors before planting or removal that will affect said neighbors. All other trees and vegetation located upon any Lot or Common Area shall be maintained in accordance with the requirements imposed by the Town of Carrboro; provided, however, that dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any Lot by the Owner thereof. Plantings must not restrict movement along the pathways.

b) Excepting the areas set aside for garden plots, all vegetation on the Common Area is the concern of the entire community. No vegetation on the Common Area shall be planted, damaged, or removed (with the exception of poison ivy, poison oak and kudzu) without the prior approval of the Landscape Committee.

c) Homeowners may landscape along the inner pathways, including the paths between houses and including an area contiguous to their Lot as determined by the Landscape Committee. Each Lot's area will be determined by the Lot's Location and public visibility. Homeowners may use plants from a selected list including ground covers, vines, ornamental grasses, shrubs, trees, perennials and annuals. Plantings on the easements will be restricted by OWASA and utility requirements. Plantings not on the list will need to be approved by the Landscape Committee.

Section 14. Erosion Control. During the period of lot grading and construction of the residential structure and during any future construction thereafter, each Owner shall exercise and maintain such erosion control measures, including the erection of silt fences, as may be required by the Declarant or Association in order to minimize erosion and runoff. Compliance with the applicable erosion control ordinance shall not constitute automatic approval by the Declarant or

Association, and Declarant and Association reserve the right to impose requirements and standards in excess of those required by law.

Section 15. Playing Field and Garden (south of the "Public Road"). The playing field and garden south of the "public road" shall be available by legal easement to residents of Hanna Street and Watters Road for recreational purposes consistent with Pacifica's posted uses.

ARTICLE VIII PARTY WALLS

This Article shall apply only to those adjoining Lots within the Properties upon which a multiple residential structure is constructed upon each of such adjoining Lots and a wall dividing the portions of such structure as may be built on each adjoining Lot is built as a part of the original construction of such structure and placed on the common dividing line between such adjoining Lots.

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the residential structure upon the Properties and placed on the dividing lines between two (2) adjoining Lots, and all reconstruction or extensions of such walls, shall constitute party walls, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls, lateral support in below-grade construction and of liability for property damage due to negligence or willful acts or omissions shall apply thereto. Walls shall observe the restrictions of Article VII, Section 2 above.

Section 2. Sharing of Repair and Maintenance. The cost of repair and maintenance of a party wall shall be shared by the Owners who make use of the wall or benefit there from in proportion to such use and benefit.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Reconstruction of Party Wall. The owner of any lot may reconstruct (subject to and within the limitation of architectural control and other limitations of this Declaration) with the right to go upon the adjoining Lot to the extent necessary to perform such construction. Such construction shall be done expeditiously. Upon completion of such construction, such Owner shall restore the adjoining Lot to as near the same condition as prevailed before the commencement of such construction as is reasonably practicable.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who, by his negligence or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Right to Contributions Runs with Land. The right of any Owner to contributions from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Certification by Adjoining Property Owner that No Contribution Is Due. If any Owner desires to sell his Lot, he may, in order to assure a prospective purchaser that no adjoining Owner has a right of contribution as provided in this Article VII, request of the adjoining Owner a certification that no right of contribution exists, whereupon it shall be the duty

of each adjoining Owner to make such certification immediately upon request and without charges; provided, however, that where the adjoining Owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

Section 8. Exterior and Roof Repairs. Subject to Article VII, Section 1, all repairs, maintenance replacement, and repainting relative to the roof or exterior surface of a multiple residential structure which an Owner wishes to accomplish shall be done only after such Owner notifies the Owner of the adjoining Lot upon which the other portion of such multiple residential structure is constructed in writing as to what is proposed and gives such Owner an opportunity to participate therein.

Section 9. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be settled by arbitration through the Arbitration Committee of the Association, or failing that, by such process as provided by the laws of North Carolina then in effect relating to arbitration.

ARTICLE IX

POOL, POND AND SHOP RULES AND REGULATIONS

Section 1. Pool and Pond Use. Each Owner's use and enjoyment of any pool, pond and/or shop to be constructed upon the Properties and other adjoining Common Area shall be subject to the following provisions:

- (a) no motorized boats shall be allowed or permitted;
- (b) no boats may be stored or left unattended on the pond or upon any other Common Areas not designated for storage;
- (c) no net fishing, with the exception of minnow seines or nets, shall be allowed or permitted;
- (d) no dumping or discharge of any substance into the pool or pond shall be allowed or permitted;
- (e) the Association shall not be responsible for supervision of any activities or uses of or on or in the pool or pond or shop;
- (f) at all times when the pool or pond or shop is being utilized for any purpose by a member of his/her family, guest, invitee or licensee, the Owner shall be responsible for supervising such use, unless otherwise agreed to among the Owner and such-members of his/her family, guest, invitee or licensee; and
- (g) except in cases of emergency, no spot light or search light shall be shone over or across the pond.

Section 2. Disclaimer and Standard of Liability. Neither the Association nor the Declarant assumes any responsibility for the method, manner or means by which any Owner, the members of his/her family, guests, invitees, licensees, tenants, contract purchasers or others acting through Owner shall use and enjoy the pool, pond and/or shop. Accordingly, neither the Association nor the Declarant shall be liable to any Owner, the members of his/her family, guests, invitees, licensees, tenants, contract purchasers or others acting through Owner except where physical injury to a natural person is proximately caused by the gross or wanton conduct of the Association or the Declarant, as the case may be. This disclaimer and standard of liability shall be binding on the Association, the Declarant, all Owners, members of their families guests, invitees, tenants, contract purchasers and others acting through Owner. If this disclaimer and standard of liability should be held inapplicable to or not binding upon any class or sub-class of person

referenced above by a court of competent jurisdiction, it shall nonetheless survive and remain in full force and effect as to all other classes or sub-classes. Nothing contained in this Section shall be deemed a waiver or modification of any common law or statutory defenses otherwise available to the Association or Declarant, including, but not limited to, contributory negligence. Any Owner whose conduct was a concurring or a proximate cause of any injury or damage for which the Association or Declarant is sued shall indemnify and hold the Association or Declarant, or both, harmless in the event the claim on behalf of any such person injured or damaged is reduced to judgment or otherwise paid by the Association or Declarant, or both.

Section 3. Other Rules and Regulations. Pursuant to Article III, the Association shall have the right to impose additional regulations for the use and enjoyment of any pool, pond, or shop constructed upon the Properties.

ARTICLE X

USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of each Lot and the Common Area.

Section 2. Conservation Statement of Intent. It is the intention of the community to encourage the conservation of resources by the use of the most efficient materials and equipment available. These include the use of energy conserving construction, low-flow toilets, water restrictors on showerheads, etc. This also includes encouraging sustainable methods, systems and materials usable on an ongoing basis without excess resource depletion and without harming natural cycles.

Section 3. Participation in Community. It is intended that all persons, including renters, shall participate fully in the life of the community. All residents agree to abide by the Resident Participation Guidelines adopted by the Association.

Section 4. Solicitation. There shall be no solicitation for any organization or cause within the community by any non-resident.

Section 5. Use of Properties.

(a) No portion of the properties (except for a temporary office of the Declarant maintained for development purposes and the Common Area) shall be used except for residential purposes incidental or accessory thereto.

(b) Owners shall consult with neighbors and the Association in the placement of outside clotheslines to minimize the conflict that may arise with this issue.

(c) Any commercial use of any Lot must adhere to the "Home Occupancy" regulations of the Town of Carrboro. Nothing in this provision is intended to prevent the Association from imposing restrictions greater than those of the Town of Carrboro.

(d) All commercial signs on any Lot, with the exception of a "For Sale" or "For Rent" sign no more than six (6) square feet, shall be erected and maintained according to the "Home Office" Provisions of the Town of Carrboro. There shall be no personal signs or real estate "For Sale" or "For Rent" signs at the entrance of the community. Real estate signs shall be allowed at the individual Lot only.

(e) ****The Association limits the ownership of any unit in Pacifica solely for rental purposes to owners of a home in Pacifica or family members of the leasee (still in conversation with future homeowners – to be finalized before completion of construction documents).* However,

any Owner may Lease a room or rooms in their unit to housemates, caretakers or the like. In addition, any Owner may lease their entire unit during their temporary absence. All rentals in Pacifica shall be for periods in excess of 7 days. All owners shall provide the Association with a copy of any lease agreement between the Owner and any Lessee. (At the Owner's discretion, financial amounts noted in any such agreement may be obscured). In all cases, Lessees shall be bound by all other provisions of this Declaration as well.

(f) No house trailers shall be permitted on any Lot. Boats, trailers, campers, not including those attached to the body of a truck, or temporary buildings shall not be permitted on any Lot except in area where they cannot be viewed from the central court or perimeter streets. Boats up to fourteen (14) feet in length and campers attached to the body of a truck may be kept and stored in designated parking areas. However, construction trailers, temporary buildings and the like shall be permitted for construction purposes during construction period at any place deemed necessary for the construction of residential structures.

(g) No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot in an exposed location except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction in which same is to be used. After the issuance of any Certificates of Occupancy, care shall be exercised to maintain all building areas as safe for children, including the construction of fences if necessary.

(h) No exposed above-ground tanks will be permitted for the storage of any fuel.

Section 6. Motor Vehicles. No motor vehicles that are not functional and currently licensed may be parked or stored outside an enclosed building for more than thirty days within the community. No motorcycles, minibikes, trail bikes or other motor powered leisure vehicles may be operated off designated roadways within any Common Area.

Section 7. Parking. Each home will have one assigned and marked parking space in reasonable proximity to the residence. Other parking spaces will be "open" to any user. Second vehicles, boats, trailers etc. should be parking in the "overflow parking" on the south end of the property. Due to the close proximity to services and public transportation, the residents of Pacifica declared that they would require 1.5 spaces per household, which is less than the LUO recommendation, to reduce environmental impact.

Section 8. Hobbies and Activities. The pursuit of hobbies or other activities, including specifically, without limiting generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of any Lot at locations where they can be viewed from any street or upon any portion of the central court.

Section 9. Animals and Pets. Household pets shall be welcomed into the community. All community members shall be bound by the Animal Control Ordinance of the Town of Carrboro. Community members shall also be bound by the Pet Constitution of the community, which may be stricter than the Town of Carrboro Ordinance.

Section 10. Prohibited Activities. Noxious, offensive or loud activities shall not be carried on upon any Lot or upon the Common Area. Each Owner shall refrain from any act or use of his Lot which could reasonably cause annoyance or nuisance to the neighborhood. ****The use of gasoline leaf blowers and electric bug zappers is specifically prohibited.* Noise producing mechanical systems shall be shielded to minimize noise pollution according to the regulations of

the Association. In addition, other noise producing activities, including but not limited to, lawn mowers, power equipment, and loud shop use shall be restricted according the regulations of the Association. Each Owner shall keep and maintain his/her Lot in a neat, orderly and well-kept manner.

Section 11. Preservation of Natural Areas. In order for the natural, undeveloped areas of the community to remain in their most natural condition, residents agree to abide by the Natural Area Use Guidelines adopted by the Association.

Section 12. Environmental Control. In order to avoid placing hazardous or toxic wastes under living quarters and in the ground, the use of persistent herbicides or pesticides shall be prohibited upon any Lot or Common Area except as may be necessary as treatment for termites and other wood destroying insects and then only local treatment, not for general foundation treatment unless such general foundation treatment is required by the Town of Carrboro or a participating financing institution, shall be permitted or allowed. All houses shall be built with metal termite shields between all wood members and masonry or other foundation materials, and houses shall be built in such a manner that a visual inspection may ascertain with surety whether or not any termite presence has evaded the termite shields. No herbicide or pesticide may be used in Pacifica, except as required above in this section, other than those substances contained on an approved substances list compiled by a statewide organic certification program such as, but not limited to, the Carolina Farm Stewardship Association, or as contained on the National List, when adopted, developed by the National Organic Standards Board and promulgated by the U.S. Secretary of Agriculture. Whenever possible, the least toxic method of control will be used first, but spot use of non-persistent herbicides and pesticides is allowed if necessary to eradicate poison ivy and kudzu.

Section 13. Guns and Other Weapons. The residents of Pacifica are working to create a safe and trusting community. Guns and other weapons are associated with great dangers. Therefore, any weapon brought into the community must meet Pacifica's substantial safety restrictions.

Section 14. Hunting. Regardless of governmentally designated seasons, there shall be no hunting on this property. In recognition that many invertebrate species are important to the functioning of the natural environment, as food supplies for larger species, and for human enjoyment of the land, no bug lights shall be used for the purpose of attracting flying insects, nor shall any pesticide or insect traps be used which are not capable of being targeted at particular populations or species dangerous or annoying to residents. However, wildlife clearly threatening or endangering residents may be controlled in any practical manner.

Section 15. Fire Hazards. Because of close proximity and obvious fire hazard, readily flammable materials shall not be allowed to accumulate, nor used for mulch or decoration, within three (3) feet of any flammable structure. Flammable liquids shall be kept only in approved containers. Fireproof storage for flammable liquids shall be provided in the workshop area of the common building. All containers for fires or sites for fires, including chimneys and grills shall be fitted with spark screens or other suitable means of fire control, except as follows in this section. There shall be no burning (including leaves and other vegetation) outside such proper containers unless a proper Forestry Service or other governmental agency permit is obtained first or the burning is done under the supervision of a professional crew or a fire department trained and knowledgeable in the method of outdoor burning. The burning of wood, coal, charcoal, gas, or oils

in furnaces, grills, stoves, fireplaces, or other containers which are safely designed for the burning thereof is specifically allowed.

Section 16. Governmental Regulations. All state and local building, electrical, plumbing, and mechanical codes, health regulations, zoning restrictions, permit procedures and the like applicable to the Properties shall be observed. 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.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement and Validity. In the case of failure of a Lot Owner to comply with the terms and provisions contained in this Declaration, the Articles or By-Laws of the Declarant Corporation or the Association, the following relief shall be available:

(a) The Declarant, Association or any aggrieved Lot Owner or Owners within Pacifica on behalf of the Corporation or Association, or any Lot Owner on behalf of all the Lot Owners within Pacifica shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by provisions of this Declaration and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.

(b) The Declarant and Association shall have the right to remedy the violation and assess the costs of remedying same against the offending Lot Owner as a special assessment.

(c) If the violation is the nonpayment of any assessment provided herein, the Association shall have the right to suspend the offending Owner's voting rights and the use by such Owner, his agents, employees and invitees of the Common Area for any period during which an assessment against the Lot remains unpaid.

(d) The remedies provided by this Article are cumulative, and are in addition to any other remedies provided by law.

(e) Failure by the Declarant, Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(f) Prior to seeking any relief specified herein, the Declarant, Association or any Owner or Owners shall follow the conflict resolution procedures as set forth in the By-Laws.

(g) Should any provision of this document conflict with the By-Laws of the Declarant or the Association, then said By-Laws shall prevail.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions and restrictions of this Declarations shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Amendments to this Declaration shall be approved by consensus, or, failing this, may be amended during the first twenty (20) year period by an instrument approved by not less than eighty-five (85%) of the Lot Owners, and thereafter by an instrument approved by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Amendment Form. If any amendment to these covenants, conditions and restrictions is so approved, each such amendment shall be delivered to the Board of Directors of

this Association. Thereupon, the Board of Directors shall within thirty (30) days, do the following:

(a) Reasonably assure itself that the amendment has been validly approved by consensus of the Owners or, failing that, by the Owners of the required number of Lots. (For this purpose, the Board may rely on its roster of Members and shall not be required to cause any title to any Lot to be examined).

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed.

(c) Immediately, and within the thirty (30) day period aforesaid, cause the amendment to be recorded in the Orange County Registry.

All amendments shall be effective from the date of their recordation in the Orange County Registry, provided, however, that no such instrument shall be valid until it has been indexed in the name of the Association. When any instrument has been certified by the Board of Directors, recorded, and indexed as provided by this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons thereafter purchasing any Lots.

Section 5. Annexation of Additional Properties. At any time during the effective term of this Declaration, Association may propose that the Association annex additional properties which have been or will be developed as a part of the general plan of development for Pacifica. Annexation of additional properties shall be decided by consensus, or, failing that, shall require the assent of eighty-five percent (85%) of the votes of the Membership of the Association at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of Members or written proxies entitled to two-thirds (2/3) of the membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be the same. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two thirds (2/3) of the membership are not present in person or by proxy, Members may give their written assent to the action taken thereat.

Section 6. Addition of Recreational Facilities. The Association shall not add any recreational facilities as amenities for the Association without first obtaining the consensus of the membership, or failing that, the written consent of 85% of the Members.

Section 7. Contract Rights of Association. Any contract entered into by or on behalf of the Association shall contain the provision giving the Association or the other party thereto the right to terminate such contract upon the giving of not more than ninety (90) days written notice to the other party or parties.

Section 8. Lender's Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely notice of

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments owed by the Owner of the Lot on which it holds the mortgage.

- (c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action that requires the consent of a specified percentage of mortgage holders.
- (e) The Association's financial statement for the immediately preceding fiscal year.

Section 9. FHANA/FNMA Approval. In such cases where the following actions shall have any impact on the lenders' rights or privileges, the following actions will require the prior approval of the Federal Housing Administration, the Veterans Administration or the Federal National Mortgage Association: Annexation of additional properties, dedication of the Common Area, deeding in trust the Common Area, mergers and consolidations and amendments of a material nature to this Declaration. In addition, any amendment of a material nature to this document shall require assent by eligible mortgage holders who represent at least 51% of the votes of unit estates that are subject to mortgages held by eligible holders. A change to any of the provisions governing the following would be considered material and include but are not limited to: voting rights; increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens; reduction in reserves for maintenance, repair and replacement of common elements; responsibility for maintenance and repairs; reallocation of interests in the general or limited common elements, or rights to their use; redefinition of any unit boundaries; convertibility of units into common elements or vice versa; expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project; hazard or fidelity insurance requirements; imposition of any restriction on the leasing of units; imposition of any restriction on a unit Owner's right to sell or transfer his or her unit; restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents.

Section 10. Termination of Legal Status. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs must be agreed upon by unit Owners who represent at least 85% of the total allocated votes in the Association and by eligible mortgage holders who represent at least 51% of the votes of the unit estates that are subject to mortgages held by the eligible holders. Termination of the legal status of the project for reasons other than substantial destruction or condemnation of the property must be agreed to by mortgage holders that represent at least 67% of the votes of the mortgaged units.

Section 11. Implied Approval by Mortgage Holders. Required approval by any mortgage holder under this Article may be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this _____ day of _____, ***2003.

CARRBORO COLLABORATIVE DEVELOPMENT ASSOCIATION, INC., a North Carolina Corporation

By:

(CORPORATE SEAL) President

Attest:

Secretary

(SEAL-STAMP)

NORTH CAROLINA, _____ COUNTY.

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that __he is Secretary of *** Corporation of Carrboro, a North Carolina Corporation, and that by authority duly given and as an act of the Corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its Secretary. Witness my hand and official stamp or seal, this ____ day of _____, 2003.

NOTARY PUBLIC

My Commission expires: _____

EXHIBIT "A"

BEING all that property shown and described in that survey entitled "PROPERTY OF CARRBORO COLLABORATIVE DEVELOPMENT ASSOCIATION, INC., as drawn by Freehold Land Surveys, Inc., dated ***, and recorded in Plat Book ***, at Pages *** Orange County Registry, to which reference is made for a more accurate description.

EXHIBIT "B"

All of that property shown and described in that survey entitled "PROPERTY OF CARRBORO COLLABORATIVE DEVELOPMENT ASSOCIATION, INC., as drawn by Freehold Land Surveys, Inc., dated ***, and recorded in Plat Book *** at Pages *** Orange County Registry, to which reference is made for a more accurate description, LESS AND EXCEPT, all of Lots *** through ***, inclusive, as shown in the above referenced survey.

EXHIBIT "C"

Accompanying:

ARTICLE V. COVENANT FOR MAINTENANCE ASSESSMENTS: Section 7. Rate of Assessment

"(a) Annual assessments shall be fixed according to the following formula: 1/2 of annual rate shall be fixed at a uniform rate for all Lots. 1/2 of the annual rate shall be fixed by calculation of the number of adults, aged 19 or older, in each household. For assessment purposes, each household is defined as having at least one adult. The first adult in a household shall count as 1.0 adult, and all other adults shall count as 0.5. Calculation of the total number of adults in all households shall take place twice per year, on January 1 and July 1. An example of this calculation is attached hereto as Exhibit C. . .

"(c) Annual assessments shall be due and payable and collected on a monthly basis..."

Monthly Assessment Formula

- a) Annual Budget / 12 = Monthly Budget
- b) 1/2 Monthly Budget / 33 = Per-Lot Amount of Monthly Assessment
- (1/2 Monthly Budget) / (33 + 1/2 (# Adults in excess of 33)) = Adult Unit Amount of Monthly Assessment

Therefore: 1-Adult Household Monthly Assessment = (Per-Lot Amount) + (Adult Unit Amount)
 2-Adult Household Monthly Assessment = (Per-Lot Amount) + (1+.5 x Adult Unit Amount)
 3-Adult Household Monthly Assessment = (Per-Lot Amount) + (1 +.5+.5 x Adult Unit Amount)
 4-Adult Household Monthly Assessment = (Per-Lot Amount) + (1+.5+.5+.5 x Adult Unit Amount)

COMMENTS TO TRANSPORTATION ADVISORY BOARD
REGARDING PACIFICA PROJECT APPLICATION

Submitted by: Steven Rose
113 Hanna Street
Carrboro, NC 27510

May 22, 2003

I will confine these comments to issues related to the impact of this project on the public health and safety due to the large size of the proposed development and the already unsafe conditions on Hanna Street. In reviewing these comments I would ask you to keep in mind that less than four years ago the Board of Aldermen required a proposed 30-unit development to be reduced to 27 units. In addition, the Board required the developer to share the cost of a sidewalk and traffic calming devices, and did not require connectivity through the Adams property to Estes Drive, all because of safety concerns raised by the size of that development and the impact on Hanna Street. This new proposal is almost twice as large as the previous project.

1. I have lived on Hanna Street from 1976 to 1989, and again from 1998 to the present. I have owned 113 Hanna Street from 1976 to the present. My children were born and raised there. Hanna Street was constructed in the late 1950s or early 1960s. It was a packed dirt and gravel road built along the path of least resistance at a time when we had no standards for developments. In the late 1970's, at the request of the residents, the Town used a small paving machine it owned for use in making street repairs to put down a thin layer of asphalt over the gravel. The purpose was to keep down the dust. No subsurface or other improvements were made. About five years later, the State added another thin layer of gravel mixed with liquid asphalt in order to stabilize the road surface. This road, in its original form, and with its "improvements," was not meant to handle any traffic except the existing Hanna Street residences.

2. Hanna Street is approximately 20.5 feet in width. The pavement is around two inches thick. There are no shoulders almost all the way down the street. The pavement ends on each side with steep drops. About halfway down the street, on a very steep slope, is a very sharp, blind curve. Its angle is almost 90 degrees. Cars park on the street because there is nowhere else to park.

3. Two cars cannot pass each other. Theoretically they could, but because of the sharp drop-off on either side, no driver wants to get too close to the edge.

4. Pedestrians, including young children use the street. So do bicyclists.

5. I have personally witnessed many near misses between cars and bikes; cars and pedestrians; moving cars; and moving cars and parked cars. Because of the lack of shoulders and steep drops on either side, drivers of cars tend to keep to the center of the street. This exacerbates the problems caused by the blind curve.

6. Many driveways are also blind because of vegetation and (on the North side) because of their sharp downward drop. Garbage pick-up day creates an added hazard because there is nowhere to put the rollout containers except along the pavement, on both sides. This forces everyone, cars, pedestrians, and cyclists, to the center of the street.

7. Based on the traffic studies submitted, this project will increase car traffic from approximately 282 trips per day to approximately 767 trips per day. About a two-thirds increase. And all of the new trips will travel the entire length of the street.

8. The density of this project makes it a danger to the current residents of the street, as well as to the new residents living in this project. No matter what the developers think their travel habits might be, you must base your recommendations on fact and probability. Nothing has changed in four years that would make Hanna Street any safer. This project is an interesting, even commendable experiment. But it is in the wrong place.

9. I respectfully request that the density of this project be limited to 27 units, the same density the Board approved in 1999. I also request that the other traffic safety conditions placed on the previous project be required of this one. That would include a sidewalk (with one-half its cost paid by the developer), traffic calming devices above and below the curve, and no connectivity to the Adams property.

Jeff Kleaveland

From: Grace Holton [lkajr@mindspring.com]
Sent: Friday, May 23, 2003 9:31 PM
To: Dale McKeel
Cc: Jeff Kleaveland
Subject: Transportation Board Advisory meeting on Pacifica development

To: Dave McKeel
 Transportation Advisory Board Members, Town of Carrboro

From: Grace Holton
 property owner of 107 Hanna Street
 968-6757

Date: May 23, 2003

cc: Jeff Kleaveland, Planning

My name is Grace Holton and I have owned a triplex at 107 Hanna Street for fifteen years. In preparation for your upcoming Board meeting and consideration of the Pacifica development at 130 Hanna Street, I want to send you my thoughts and concerns on this new development.

I am very concerned about the proposed Pacifica development at the terminus (dead-end) end of Hanna Street. My concerns center around what Hanna Street can safely sustain in traffic and safety issues. Hanna Street itself is a non-conforming street, originally built as a gravel road and then paved over (with no improvements to the base) twenty years ago as street dust and maintenance became issues. As stated in the staff report dated May 15, 2003, "The existing Hanna Street does not meet the construction standards of the LUO for new sub-collectors. It provides a 60' R/W [right of way] with pavement width of about 21 feet and drainage swales on both sides. Sub-collector standards require a minimum pavement width of 26 feet with curb and gutter and sidewalks located on both sides." (page 6, attachment B-6).

I submit that there are not complete drainage swales on both sides of Hanna Street because part of the low side (left hand side of road while driving towards Pacifica property) is below street level. Drainage off the street is a problem for my property and other properties on the low side. Though the width of the street would be difficult to change at this time, I feel that curb and gutter and sidewalks on the low side of the street (with proper stormwater drainage) must be a requirement of the Pacifica property development.

Safety is an issue on Hanna Street as it currently is developed. There is a blind curve half way down the street and there are no sidewalks or walking paths. Walking must be done on the street and can be hazardous to your health (with only ditches to jump into when confronted by cars). It is common for there to be parking on the street for residents and visitors which can bring traffic down to one travel lane. City and School bus stops are on North Greensboro Street and Hanna Street does not conform for bus travel. Current and future residents' safety is why traffic calming devices as well as sidewalks need to be constructed if density and traffic on Hanna Street is increased.

In 1999, a Carrboro Town Engineer estimated that there were 200 trips per day on Hanna Street as currently built. Adding the proposed trips as stated in the staff report dated May 15, 2003 would bring that total to 600-700 trips per day. This is just too much for the current street to handle.

Due to the location of this property, the only access to the Pacifica

development will be by traveling the entire length of Hanna Street. There will not be a secondary road access to the property. "Far into the future" plans for access through the Adams tract can be considered questionable since there is an interest in preserving that property as natural or park space.

The 1999 approved Hanna Ridge property conditional use permit was set at 24 townhomes and 2 single detached homes (for a total of 26 units, a reduction in what was originally proposed). The permit also included a curb and sidewalk on the low side of Hanna Street from the development to North Greensboro Street and two traffic calming devices. The curb and sidewalk were to be built by the developer with 50% of the cost reimbursed by the Town. This size of development would have doubled the current traffic but would have been more realistic as to what could be handled by Hanna Street.

I suggest and can support the Pacifica development being considered for the same number of residential units (26) that were approved for the Hanna Ridge development and with the curb and gutter and sidewalk, and traffic calming device stipulations being integral to the approval of the project. Adequate parking in the proposed development is also important so that visitor parking does not overflow onto Hanna Street (71 spaces for 46 units does not appear adequate for residents and visitors).

The other alternative to the traffic volume would be for Pacifica to purchase land for a second street access so that the traffic would be evenly divided between Hanna Street and a second street. This could be done either through the Adams Tract or Watters Street (though Watters Street has its own none conforming issues).

**SUMMARY SHEET OF STAFF AND ADVISORY BOARD
RECOMMENDATIONS**

CONDITIONAL USE PERMIT— PACIFICA AIS

Recommended by	Recommendations
Staff, PB, AC	1. The continued affordability of the units (lots 5, 8, 13, 16, 20, 27 and 29) must be specified in the Homeowner's Association documents per the provisions of Section 15-182.4 of the Land Use Ordinance. These documents must be approved by the Town Attorney prior to construction plan approval;
Staff, PB, AC	2. Certificates of Occupancy for each of the six bonus 'market-rate' units may not be issued until such time as the corresponding affordable unit (lots 5, 8, 13, 16, 20, 27 and 29) is constructed and offered for sale or rent for an amount consistent with the language found in Section 15-182.4 of the Town of Carrboro Land Use Ordinance;
Staff, PB, AC	3. No additions or interior renovations designed to increase the heated square footage of the size-restricted units (lots 1, 5, 6, 13, 16, 19, 21, 24, 27, 28, 29, 32) can be approved/completed within the first year following the issuance of the Certificate of Occupancy (CO) per Section 15-188(e). This statement must also be included on the recorded final plat;
Staff, PB, AC	4. That the private drive be replaced with a public right-of-way that meets the Alternative Street Standards of Section 15-216.1 of the Land Use Ordinance. The public street must be shown on the construction plans for the project and must meet all applicable requirements related to public streets;
Staff, PB, AC	5. That the Board hereby allows a deviation from the parking requirements of 15-291(g), finding that 71 spaces (excluding the parallel on-street parking) are sufficient to serve the Pacifica development. Per 15-292(a), the board makes this finding based on evidence submitted by the applicant mentioning the developments demographic, close proximity to bus stops and the central business district and the considerable bicycle accommodations provided on site as referenced in Attachments L and M of the staff report;
Staff, PB, AC	6. That the applicant modifies the Homeowners Association Documents to include a notice for prospective residents disclosing the terms of the above-mentioned parking deviation;
Staff, PB, AC	7. That the applicant obtains a permit from NCDEHR/DEH Public Water Supply Section authorizing the operation of Pacifica's private water distribution system prior to construction plan approval;

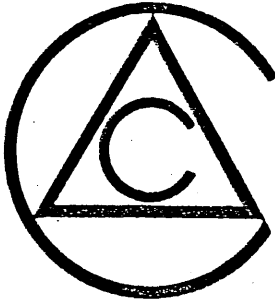
ATTACHMENT W-2

Staff, PB, AC	8. That fire flow calculations and building-sprinkler design must be submitted and approved by the Town Engineer and Town Fire Department prior to construction plan approval;
Staff, PB, AC	9. That Pacifica enters into an encroachment agreement with the Town regarding maintenance and care of private water-quality check-dams encroaching upon the public R/W prior to construction plan approval;
Staff, PB, AC	10. That in the event of a failure of the private water-quality check-dams or a compromise of the street integrity adjacent to said BMP, the Town may elect at any time to remove the facilities and restore the R/W elements to the standard illustrated in Alternate Street Designs detail No. 27. Further, an adequate security must be submitted by the applicant prior to construction plan approval sufficient to cover the cost of reparations to the R/W area, including but not limited to the street itself, required as a result of damage created by the check-dams being located in the R/W. The cost to remove the check-dams and restore the integrity of the R/W shall be paid by the Homeowner's Association;
Staff, PB, AC	11. That the two adjacent bioretention areas encroaching into the public right-of-way be relocated outside of the right-of-way so as not to compromise the roadway structure;
Staff, PB, AC	12. That the applicant shall provide to the Zoning Division, prior to the recordation of the final plat for the project or before the release of a bond if some features are not yet in place at the time of the recording of the final plat, Mylar and digital as-builts for the stormwater features of the project. Digital as-builts shall be in DXF format and shall include a base map of the whole project and all separate plan sheets. As-built DXF files shall include all layers or tables containing storm drainage features. Storm drainage features will be clearly delineated in a data table. The data will be tied to horizontal controls;
Staff, PB, AC	13. That the developer shall include detailed stormwater system maintenance plan, specifying responsible entity and schedule. The plan shall include scheduled maintenance activities for each unit in the development, (including cisterns, bioretention areas, swales, check dams, and irrigation pond), performance evaluation protocol, and frequency of self-reporting requirements (including a proposed self-reporting form) on maintenance and performance. The plan and supporting documentation shall be submitted to Town engineer and Environmental Planner for approval prior to construction plan approval. Upon approval, the plans shall be included in the homeowners' association documentation;

ATTACHMENT W-3

Staff, PB, AC	14. That the affordable housing units conform to the town's recommended "Village Mixed Use and Affordable Housing Vernacular Architectural Standards" per Section 15-182.4 of the Land Use Ordinance;
Additional Advisory Board Comments & Recommendations:	
AC	1. That full cut off light fixtures be installed along the public streets, rather than cobra heads, to reduce light pollution.
PB	1. Strongly support the recommended staff condition #4 that requires the private drive to be replaced with a public right-of-way that meets the alternative street standards of Section 15-216.1 of the LUO; 2. That the secondary parking lot be omitted from the project; 3. That the developer design and construct an integral pour sidewalk on the low side of Hanna Street extending from the Pacifica property to the intersection with North Greensboro Street, subject to the understanding that the Town will reimburse the developer 50 percent of the costs incurred.
TAB	None to date. Comments forthcoming after the TAB's June 5 th meeting.
EAB	None to date. Comments forthcoming after the EAB's June 5 th meeting.

Town of Carrboro / Carrboro Appearance Commission / Carrboro, North Carolina 27510



THURSDAY, MAY 15, 2003

**PACIFICA ARCHITECTURALLY INTEGRATED SUBDIVISION CONDITIONAL USE
PERMIT, 130 HANNAH STREET**

The Appearance Commission Advisory Board hereby recommends approval of the proposed project subject to staff's recommended conditions plus one additional recommendation outlined below:

- 1) That full cut off light fixtures be installed along the public streets, rather than cobra heads, to reduce light pollution.

VOTING:

AYES: 4 (Wendy Wenck, Chuck Morton, Richard Taylor and Tom Wiltberger)

NOES: 0

Stephanie Bray (on behalf of Chair Wendy Wenck)
Appearance Commission Chair

5/22/03
Date



TOWN OF CARRBORO
PLANNING BOARD

301 West Main Street, Carrboro, North Carolina 27510

R E C O M M E N D A T I O N

MAY 22, 2003

CONDITIONAL USE PERMIT: PACIFICA ARCHITECTURALLY
INTEGRATED SUBDIVISION

MOTION WAS MADE BY JAMES CARNAHAN AND SECONDED BY BRITT LUDWIG THAT THE PLANNING BOARD RECOMMENDS THAT THE BOARD OF ALDERMEN APPROVE THE CONDITIONAL USE PERMIT APPLICATION FOR THE PACIFICA SUBDIVISION SUBJECT TO THE STAFF RECOMMENDATIONS AND THE FOLLOWING ADDITIONAL PROVISIONS

- 1) STRONGLY SUPPORT THE RECOMMENDED STAFF CONDITION # 4 THAT REQUIRES THE PRIVATE DRIVE TO BE REPLACED WITH A PUBLIC RIGHT-OF-WAY THAT MEETS THE ALTERNATIVE STREET STANDARDS OF SECTION 15-216.1 OF THE CARRBORO LAND USE ORDINANCE.
- 2) THAT THE SECONDARY PARKING LOT BE OMITTED FROM THE PROJECT.
- 3) THAT THE DEVELOPER DESIGN AND CONSTRUCT AN INTEGRAL POUR SIDEWALK ON THE LOW SIDE OF HANNA STREET EXTENDING FROM THE PACIFICA PROPERTY TO THE INTERSECTION WITH NORTH GREENSBORO STREET, SUBJECT TO THE UNDERSTANDING THAT THE TOWN WILL REIMBURSE THE DEVELOPER 50 PERCENT OF THE COSTS INCURRED.

VOTE: AYES (8) (Babiss, Carnahan, Hammill, Haven-O'Donnell, Hogan, Ludwig, Marshall, West);
NOES (0); ABSENT/EXCUSED (2) (Paulsen, Poulton)

John Marshall / *pp* 5/28/03
John Marshall, Chair / *18* (date)



TOWN OF CARRBORO

NORTH CAROLINA

MEMORANDUM

DATE: May 30, 2003

TO: Marty Roupe, Development Review Administrator /
Jeff Kleaveland, Planner/Zoning Development Specialist

FROM: Dale McKeel, Transportation Planner

RE: TAB Review of Pacifica

The Transportation Advisory Board at its May 15 and May 29 meetings reviewed and discussed the Pacifica Conditional Use Permit Application.

However, the TAB has not yet adopted a recommendation for the Board of Aldermen.

The TAB is scheduled to meet again on June 5 to continue the review of the Pacifica proposal.

cc: Chris van Hasselt, Chair, Transportation Advisory Board



TOWN OF CARRBORO

NORTH CAROLINA

WWW.TOWNOFCARRBORO.ORG

MEMORANDUM

TO: Jeff Kleaveland, Planner/Zoning Development Specialist

FROM: Marty Roupe, Development Review Administrator

DATE: May 30, 2003

SUBJECT: Environmental Advisory Board's Review of Pacifica AIS

It is my understanding that the Town of Carrboro Environmental Advisory Board has begun its review of the Pacifica AIS, but they have not yet completed their review. Their next meeting is scheduled for Thursday, June 5, 2003, at which point they will conclude their review of the project. A recommendation statement will be submitted to the Board of Aldermen following the meeting.

TOWN OF CARRBORO



CONDITIONAL OR SPECIAL USE PERMIT WORKSHEET

I. COMPLETENESS OF APPLICATION

- ☐ The application is complete
☐ The application is incomplete

II. COMPLIANCE WITH THE ORDINANCE REQUIREMENTS

- ☐ The application complies with all applicable requirements of the Land Use Ordinance
☐ The application is not in compliance with all applicable requirements of the Land Use Ordinance for the following reasons:

III. CONSIDERATION OF PROPOSED CONDITIONS

If the application is granted, the permit shall be issued subject to the following conditions:

1. The applicant shall complete the development strictly in accordance with the plans submitted to and approved by this Board, a copy of which is filed in the Carrboro Town Hall. Any deviations from or changes in these plans must be submitted to the Development Review Administrator in writing and specific written approval obtained as provided in Section 15-64 of the Land Use Ordinance.
2. If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this permit shall be void and of no effect.

IV. GRANTING THE APPLICATION

- ☐ The application is granted, subject to the conditions agreed upon under Section III of this worksheet.

V. DENYING THE APPLICATION

- ☐ The application is denied because it is incomplete for the reasons set forth above in Section 1.
- ☐ The application is denied because it fails to comply with the Ordinance requirements set forth above in Section II.
- ☐ The application is denied because, if completed as proposed, the development more probably than not:

1. Will materially endanger the public health or safety for the following reasons:

2. Will substantially injure the value of adjoining or abutting property for the following reasons:

3. Will not be in harmony with the area in which it is to be located for the following reasons:

4. Will not be in general conformity with the Land Use Plan, Thoroughfare Plan, or other plans officially adopted by the Board of Aldermen for the following reasons:
