



FOR REGISTRATION REGISTER OF DEEDS  
 Willie L. Covington  
 DURHAM COUNTY, NC  
 2004 MAR 25 09:44:25 AM  
 BK:4323 PG:340-348 FEE:\$35.00

INSTRUMENT # 2004015037

STATE OF NORTH CAROLINA  
 DURHAM COUNTY

**AMENDMENT TO  
 BUFFER EASEMENT**

Prepared by: John E. Markham, Jr., Esq.  
 Return to: *Wamble, Carlyle Sandridge & Rice*  
*2530 Meridian Park Way, St. 400*  
*Durham, NC 27713*

**THIS AMENDMENT TO BUFFER EASEMENT** ("Amendment") is made this 20<sup>th</sup> day of November, 2003, by and between CHOWNINGS PLACE TOWNHOME ASSOCIATION, INC., a North Carolina corporation ("Chownings"), WILLWOOD, LLC, a North Carolina limited liability company ("Willwood"); and Debbie Ward Lindenberger, a resident of the State of Florida ("Lindenberger").

The designated Chownings and Willwood as used herein shall include said parties, their successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

**RECITALS**

**WHEREAS**, Chownings and Lindenberger entered into a Buffer Easement ("Easement") dated the 18<sup>th</sup> of August, 2003, and recorded in the Office of the Register of Deeds in Durham County in Record Book 4104 at Page 191 encumbering 6.585 acres of real property situated on the south side of S. Roxboro Street and the east side of Hope Valley Road located in the City of Durham, Durham County, North Carolina and having PINs 0179-03-42-3138, 0719-03-32-9155 and 0919-03-41-2957 (the "Property"); and

**WHEREAS**, Lindenberger has conveyed her interest in the Property to Willwood by deed recorded in Record Book 4155 at Page 98 of the Durham County Registry encumbered by a purchase money Deed of Trust from Willwood to David S. Kennett, Trustee to Lindenberger recorded in Record Book 4155 at Page 102 of the Durham County Registry (the "Deed of Trust"); and

**WHEREAS**, Chownings and Willwood desire to amend certain provisions of the Easement to allow certain encroachments across the northern and western property lines of the Easement to the Easement Area; and

**WHEREAS**, Willwood is willing to make certain concessions to Chownings in return for their agreement to allow certain encroachments across the northern and western property lines of said Easement Area.

**NOW, THEREFORE**, in consideration of the mutual premises contained herein the receipt and sufficiency of which are acknowledged, Chownings and Willwood agree as follows:

1. Willwood shall be allowed the following encroachments into the Easement Area:
  - a) Willwood shall be allowed to encroach up to ten (10) feet across the northern property line of the Easement Area for the purpose of repairing, replacing and extending the existing white picket fence and for the purpose of building a fill slope. Willwood shall plant new screening trees according to the specific numbers, sizes, species and locations of said trees as shown on the landscape plan attached hereto as Exhibit A-1 and A-2 and incorporated herein by reference (the "Landscape Plan"). No other encroachments shall be allowed across the northern property line of the Easement Area.
  - b) Willwood shall be allowed to encroach across the western property line of the Easement Area up to fifteen (15) feet for the purpose of building a cut slope and installing a drainage channel. Willwood shall be allowed to cut branches from trees which are located more than fifteen (15) feet inside of the western property line of the Easement Area if said branches extend within the Encroachment Area. Willwood shall plant new screening trees according to the specific numbers, sizes, species and locations of said trees within the Encroachment Area to mitigate the affects of said encroachments but Chownings and Willwood understand and agree that trees may not be planted within the drainage channel. No other encroachments shall be allowed across the western property line of the Easement Area.
2. The encroachment area is as described in Exhibit B-1 and depicted in Exhibit B-2 attached hereto and incorporated herein (the "Encroachment Area") and is generally defined as that area located west of the existing wire fence.
3. Lindenberger signs and enters into this Amendment for the sole purpose of subordinating the lien of the Deed of Trust to this Amendment. The lien of said Deed of Trust shall not otherwise be altered or subordinated, except as herein set forth.
4. Except as modified herein, the terms and conditions of the Easement are ratified and confirmed by the parties hereto.

[signature page to follow]

IN WITNESS WHEREOF, Willwood and Chownings have set their hands and seals and caused there presents to be executed in their respective names by authority duly given, the day and year above first written.

WILLWOOD, LLC

By: James W. Woody  
James W. Woody, Managing Member

CHOWNINGS PLACE TOWNHOME ASSOCIATION, INC.

By: Jim Bramlett  
Jim Bramlett, President

Debbie Ward Lindenberger  
Debbie Ward Lindenberger

STATE OF NORTH CAROLINA

COUNTY OF Durham

I, a Notary Public of the County and State aforesaid, certify that Jim Bramlett personally came before me this day and acknowledged that he is President of CHOWNINGS PLACE TOWNHOME ASSOCIATION, INC., a North Carolina not-for-profit corporation, and that he, as President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal, this 9th day of February, 2007.

William A. Anderson, III  
Notary Public

My Commission Expires: 10/5/08

(SEAL)



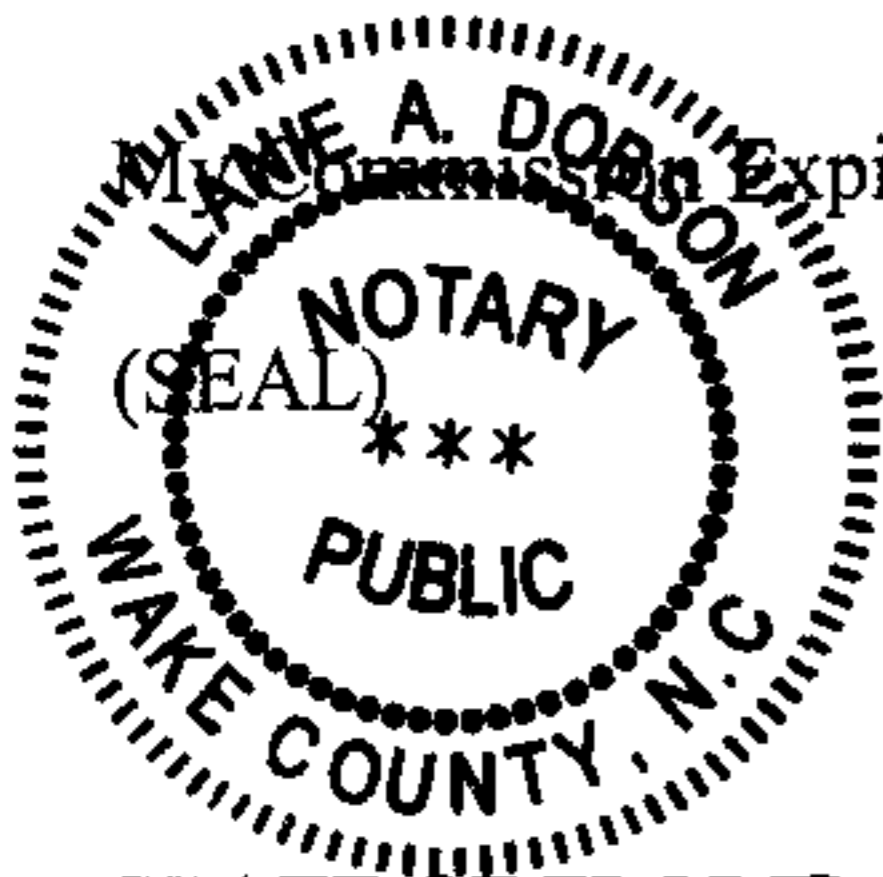
STATE OF NORTH CAROLINA

COUNTY OF Durham

I, a Notary Public of the County and State aforesaid, certify that James W. Woody personally came before me this day and acknowledged that he is Managing Member of WILLWOOD, LLC, a North Carolina Limited Liability Company, and that he/she, as Managing Member, being authorized to do so, executed the foregoing instrument on behalf of Willwood, LLC.

Witness my hand and official stamp or seal, this 28<sup>th</sup> day of January, 2003.

Laine A. Dobson  
Notary Public



My Commission Expires: March 12, 2005

STATE OF FLORIDA

COUNTY OF Palm Beach

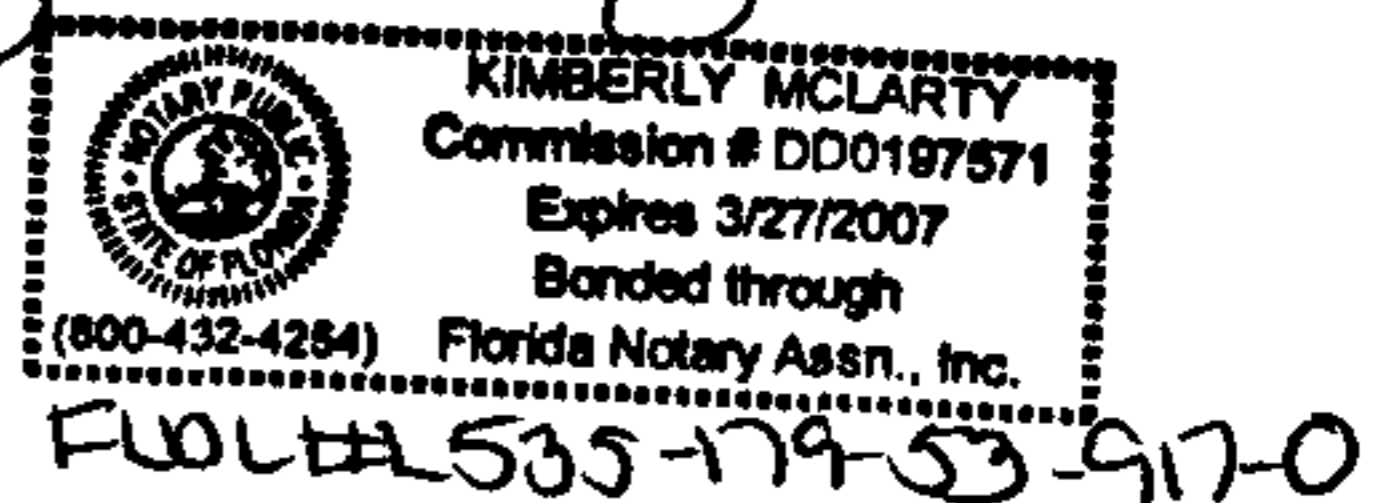
I, a Notary Public of the County and State aforesaid, certify that Debbie Ward Lindenberger personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 12<sup>th</sup> day of January, 2007<sup>4</sup>

Kimberly McLarty  
Notary Public

My Commission Expires: 3-27-07

(SEAL)





# Exhibit R-1

Nov 13 03 05:14p

Sear Brown

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p.3

## Strawberry Fields Townhouses

## Excerpt from Landscaping Plan

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

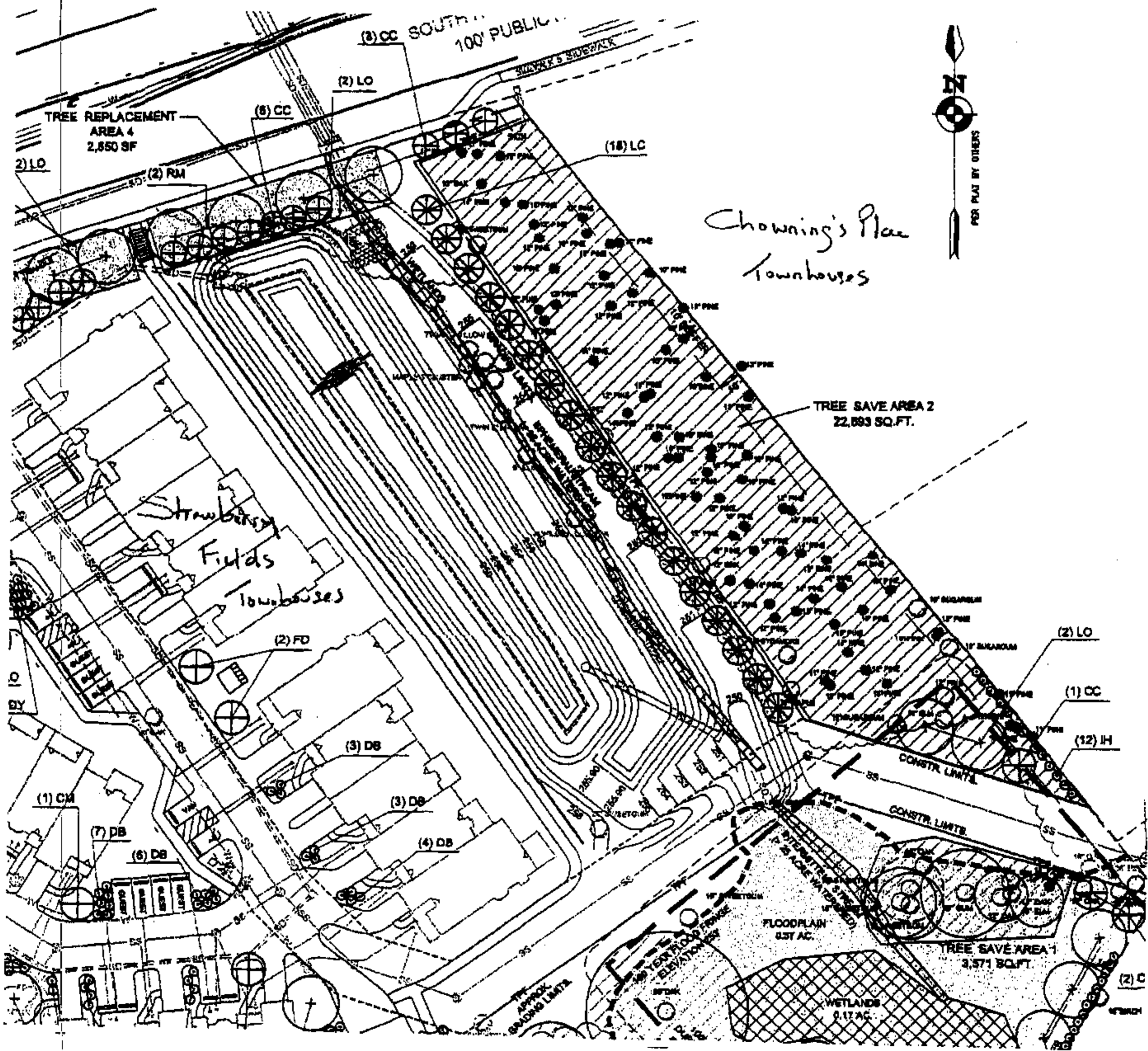


EXHIBIT A-1

EXHIBIT A-2

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

LANDSCAPE SCHEDULE

SYMBOL	COMMON NAME	SPECIES	CLASS	SIZE AT INSTALLATION	QUANTITY
(+)	RED MAPLE (RM) LAUREL OAK (LO)	ACER RUBRUM QUERCUS LAURIFOLIA	LARGE TREE LARGE TREE	2 1/2" CALIPER 2 1/2" CALIPER	18 20
(⊕)	CAROLINA CHERRY-LAUREL (CC) GREPE MYRTLE (GM) FLOWERING DOGWOOD (FD)	PRUNUS CAROLINIANA LAIROTTODENDRON BICOLOR CORNUS FLORIDA	SMALL TREE SMALL TREE SMALL TREE	1 1/2" CALIPER 1" CALIPER 6" HEIGHT	42 16 6
(⊗)	VIRGINIA PINE (VP) EASTERN RED CEDAR (RC) LELAND CYPRUS (LC)	PINUS VIRGINIANA JUNIPERUS VIRGINIANA CUPRESSOCYPERUS LITLANDIA	EVERGREEN TREE EVERGREEN TREE EVERGREEN TREE	2 1/2" CALIPER 2 1/2" CALIPER 2 1/2" CALIPER	26 32 16
(○)	INDIAN BURFORD HOLLY (IH) INDIAN HAWTHORNE (IH) DWARF YALPOON HOLLY (DY) RED TIP PROSTRATA (RT)	ILEX CORNUTA BURFORDI HAWK RAPHANOPHYLLIS INDICA ALIS YALPONA HAWK PASTORINA TYPICUS	SHRUB SHRUB SHRUB SHRUB	15-18" 18-24" 15-18" 15-18"	43 16 51 25
(*)	EXISTING TREE TO REMAIN				
(*)	EXISTING TREE TO BE REMOVED				
(~)	EXISTING TREELINE				
(- - -)	TREE PROTECTION FENCE				
(○)	TREE PROTECTIVE AREA				

TREE COVERAGE CALCULATIONS

TREE DIAMETER (IN)	PROTECTED AREA (SF)	NUMBER OF TREES	TREE COVERAGE CREDIT (SF)
18"	787	1	787
18"	1,018	2	2,036
36"	4,872	1	9,744

PROTECTIVE TREE SAVE AREA	PROTECTED AREA (SF)
1	5,871
2	22,968

TREE REPLACEMENT AREA (SF)	NUMBER OF TREES	TOTAL REPLACEMENT TREE CREDIT (SF)
1	24,841	24,841
2	3,530	7,060
3	2,407	4,814
4	2,400	4,800

REPLACEMENT TREE CREDIT

TREE CALIPER (IN)	NUMBER OF TREES	TOTAL REPLACEMENT TREE CREDIT (SF)
2 1/2"	20	14,000
1 1/2"	180	5,400
1"	100	1,200

PROTECTIVE TREE SAVE AREA: 28,839 SF (13.3 %)  
 TREE REPLACEMENT CREDIT: 22,900 SF  
 TOTAL TREE COVERAGE AREA: 50,982 SF = 1.28 AC. 22 % OF TOTAL AREA  
 TREE COVERAGE AREA REQUIRED: 1.28 AC. 22 % OF TOTAL AREA

REQUIRED LANDSCAPING

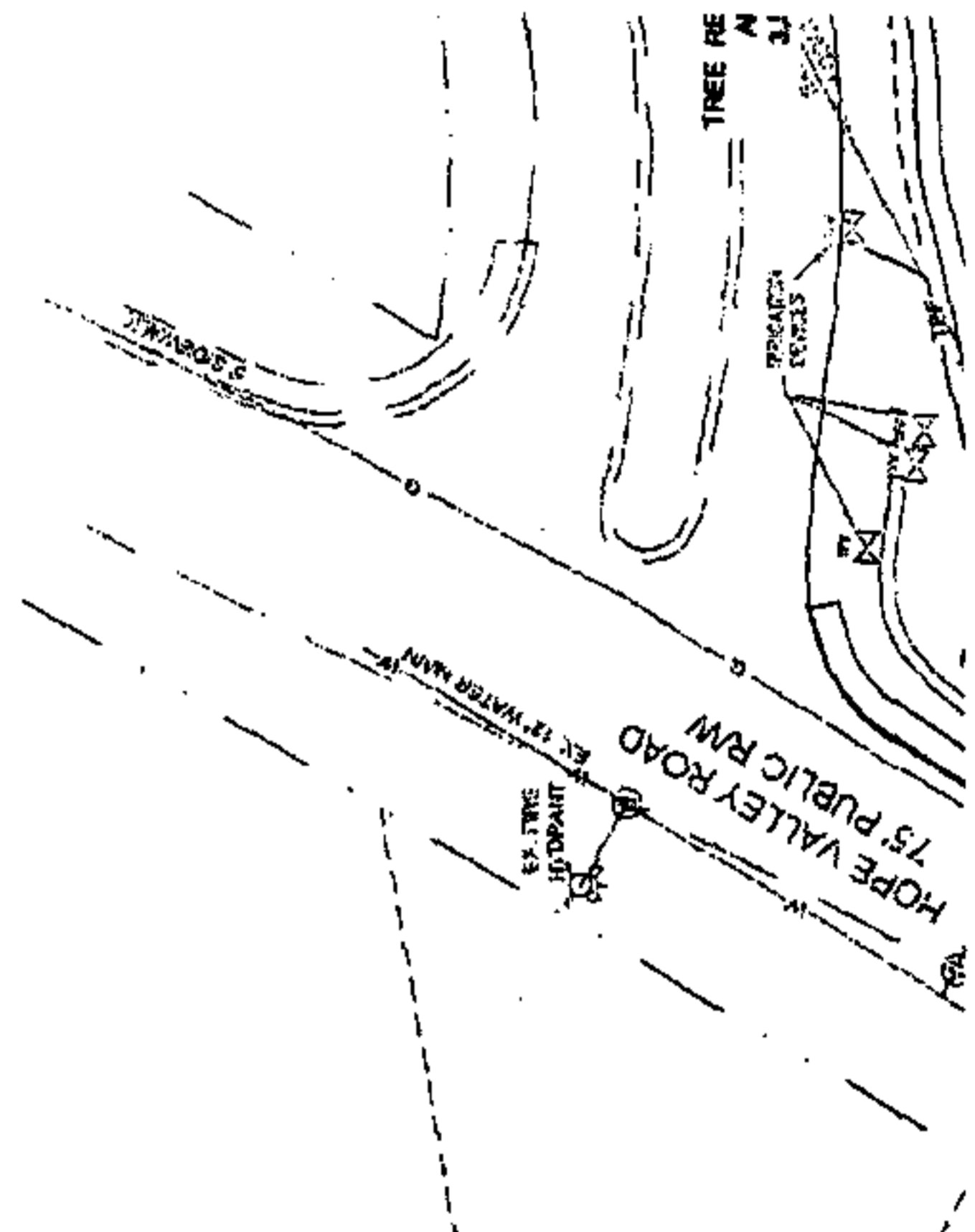


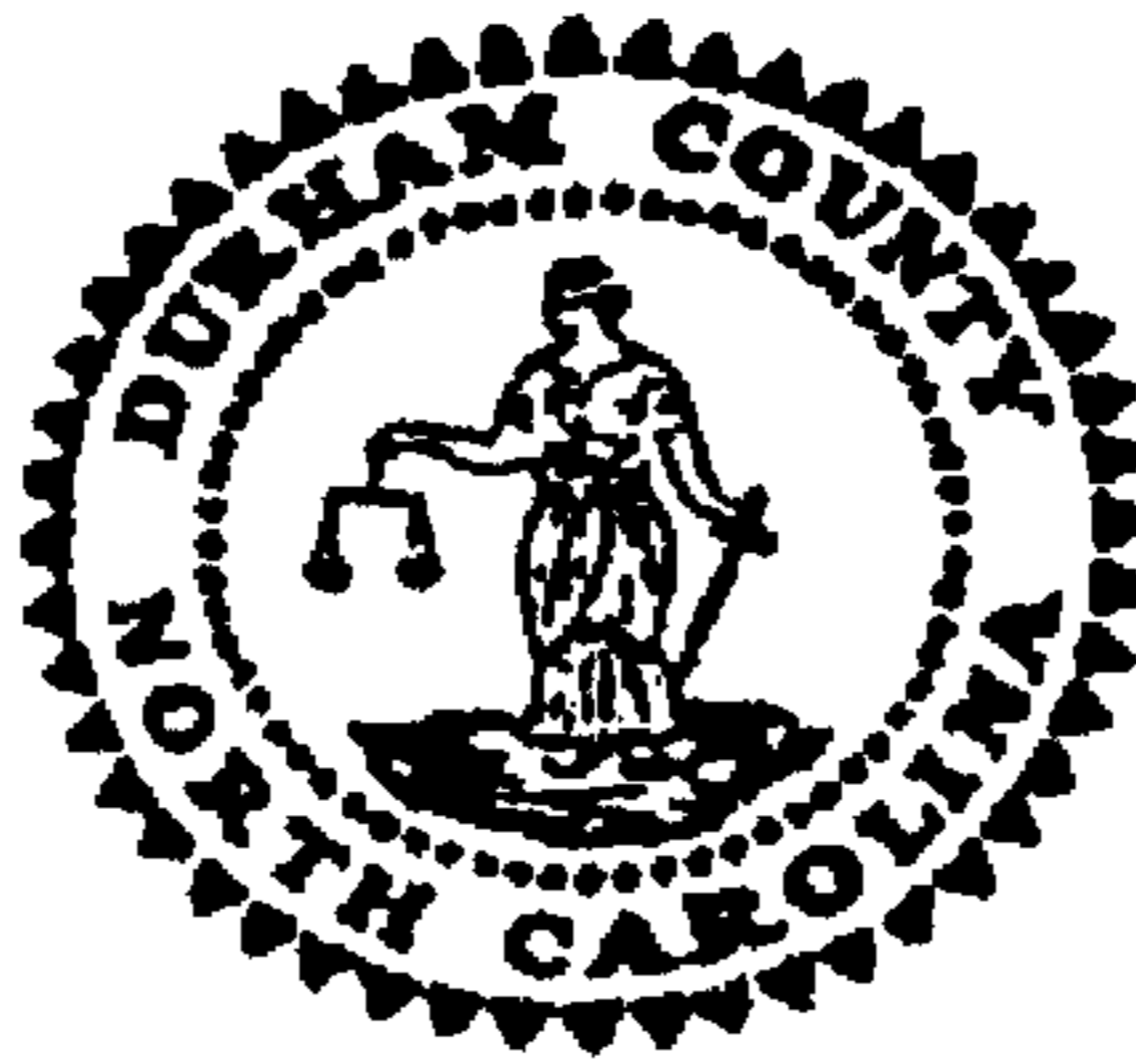
EXHIBIT B-1

BEGINNING at a point in the new southern property line of South Roxboro Street in the western property line of the Chownings Place Townhome Association, Plat Book 136 at Page 76, and running thence from said point of BEGINNING along and with the western property line of Chownings Place South 38° 40' 52" East 10.69 feet to a mathematical point; thence South 72° 35' 06" West 55.32 feet to a point; thence South 34° 36' 21" East 301.02 feet to a point; thence North 71° 14' 47" West 25.34 feet to a point; thence North 34° 19' 50" West 295.39 feet to a point in the new southern property line of South Roxboro Street thence along with the new southern property line of South Roxboro Street North 72° 35' 06" West 68.88 feet to the point and place of beginning being 0.11 acres more or less as graphically depicted on Exhibit B-2 hereof and being the Encroachment Area.









WILLIE L. COVINGTON  
REGISTER OF DEEDS, DURHAM COUNTY  
DURHAM COUNTY COURTHOUSE  
200 E. MAIN STREET  
DURHAM, NC 27701

**PLEASE RETAIN YELLOW TRAILER PAGE**

It is part of recorded document, and must be submitted with original for re-recording and/or cancellation.

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Filed For Registration: 03/25/2004 09:44:25 AM  
Book: RE 4323 Page: 340-348  
Document No.: 2004015037  
AMD 9 PGS \$35.00  
Recorder: SHARON M CEARNEL

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State of North Carolina, County of Durham

The foregoing certificate of WILLIAM A ANDERSON III , LANIE A DOBSON , KIMBERLY MCLARTY Notaries are certified to be correct. This 25TH of March 2004

WILLIE L. COVINGTON , REGISTER OF DEEDS

By: Sharon M Cearnel  
Deputy/~~Assistant~~ Register of Deeds

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2004015037