

Town Clerk Log

Current Thru 4/8/05. Owner Information Current Thru 4/1/05

(20)

ATTACHMENT 3

Click: Zoom In Pan Identify Zoom Out

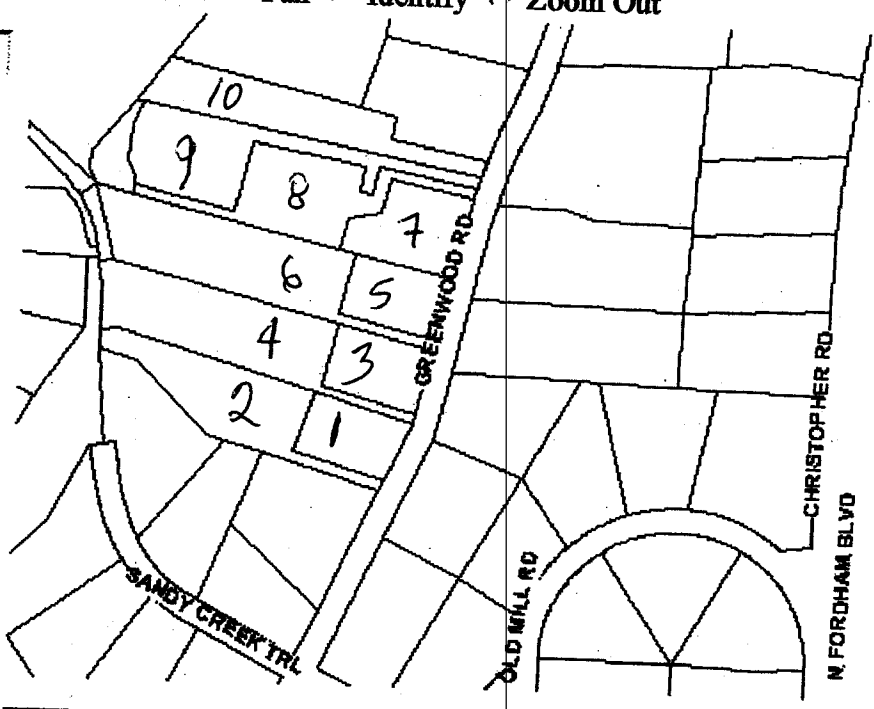
PIN

Tile Index

Mailing Address

Owner Name First Last



TMBL



- Pin
- Tmbl
- Owner
- Owner2
- Property Add
- Mailing Add
- Mailing City
- Mailing State, Zip
- Deer Reference
- Tract
- 2002 Valuation
- Size
- Ratecode
- Desc

Subdivision Name:

Please email comments and suggestions to reeve@co.orange.nc.us.

Developed using  Map Objects from  by Chris Dwinell Orange County GIS

PAUL GREEN AND WIFE, ELIZABETH LAY GREEN --- DECLARATION OF RESTRICTIVE AND PROTECTIVE
COVENANTS --- GREENWOOD DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS that Paul Green and wife, Elizabeth Lay Green do hereby covenant and agree with all other persons, firms or corporations who may hereafter acquire title to any property in the area hereinafter described that all of the lots shown upon the map of the Greenwood Development which is recorded in the office of the Register of Deeds of Orange County in Plot Book #, at page 43, and now owned by the parties hereto are hereby subject to the following restrictions as to the use thereof, running with the said properties by whomsoever owned, to wit:

A. The minimum area of any lot or building site shall be 0.75 of an acre; provided, however, where for topographical or other natural reasons it appears desirable to deviate slightly from this area, and such deviation may be made in accordance with the provisions of Paragraph "E" of this instrument.

B. The minimum frontage of any lot upon a street or public road shall be 150 feet, except in such cases where topograph or landscaping reasons make it desirable to deviate therefrom. (See sub-division plan, Greenwood, drawn by Edwin G. Thurlow, Landscape Architect, Raleigh, North Carolina, March 25, 1947, and surveyed and plotted by E. C. Leonard, Surveyor, Chapel Hill, North Carolina.)

C. No building shall be located on any lot or building site nearer the front of the lot than the building line as shown on said map, nor nearer than 25 feet to any side or rear lines, except in accordance with the provisions of Paragraph "G" of this instrument.

D. Prior to any construction on any lot or building site, plans for all proposed building shall be submitted to and approved by the owners herein named or their survivors or any trustee or person designated by them as to the exterior design, adaptability to site, and harmony with the general plan of development.

E. Only one residential structure shall be placed upon each lot as described in Paragraph "A", and no lot or property as sub-divided and sold in accordance with the plat of this development, as aforementioned, shall be further subdivided by future owners for the purpose of accommodating additional buildings. This clause shall not be interpreted as denying contiguous property owners the right to exchange or sell to each other small strips or areas of their land for the purpose of improving the shape or dimensions of their lots, provided the area restriction of Paragraph "A" is not violated. Buildings constructed in this area shall be limited to ownership and occupancy by members of the Caucasian race. No duplex houses, apartment buildings, commercial or industrial buildings shall be permitted. This shall not be interpreted to preclude the provision of servants' quarters or rooms incidental to residential or garage structures, nor does it preclude the inclusion of rooms or one small light-housekeeping apartment within the residential structure.

F. No trailer, tent, garage (except a mentioned in Paragraph "E" or other outbuilding erected within this area shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

G. An easement is reserved over the rear 10 feet of each lot for utility installation and maintenance; also an easement is reserved over the side 10 feet of any such lots where right of way is needed for utility installations and maintenance necessary for the Development.

H. Until such time as municipal sewer is available, sewage disposal shall be by septic tank which shall meet the approval and requirements of the North Carolina Board of Health, and as soon as municipal sewer is available no more septic tanks shall be installed, and connection with the municipal sewer shall be made as soon as practicable.

I. Livestock and fowls may be kept by the owners or occupants in the Development subject to the following regulations:

(a) Domestic fowles (not to exceed 50 adults and 50 growing stock) may be kept in secure and sanitarly penned or housed on the premises of the owner not less than 75 feet from the dwelling of the owner and not less than 100 feet from any other dwelling.

(b) One horse may be kept on any lot in the Development if securely and sanitarly corralled or stabled not less than 100 feet from the dwelling of the owner and not less than 150 feet from any other dwelling.

(c) Any other livestock may be kept in compliance with ordinances adopted by the governing body of the Town of Chapel Hill.

(d) Required quarters for permitted livestock or fowls described above, shall be placed behind the dwelling and as near the rear of the lot as the topography of the lot renders practicable.

J. Each property owner shall construct, maintain and operate an adequate incinerator for the burning of any garbage, trash or rubbish and no burning shall be permitted on the lot except in such incinerator.

K. No building or structures of any kind shall be located within 50 feet of the proper line adjoining the Raleigh Road (present North Carolina Highway 54). There shall be no driveways or entrances built on any of these lots leading to or from the said highway, it being the purpose of the owners that this 50 foot strip area shall be kept inviolate for natural growth screen planting by the owners of each of any of the said lots for the beautification and general protection of the Development.

L. No dwelling shall be erected or allowed to remain on any of said lots that costs less than \$8,000.00; however, in view of the present inflated cost of construction (1947) the owner

to make the said copy with and conform to the general scheme and harmony of the Development, as per the requirements in Paragraph "D" hereof.

(22)

M. These restrictions or any changes herein, made as herein provided, are to run with the land and shall be binding on all parties or persons claiming under them until January 1, 1975, at which time the said covenants and restrictions shall terminate. However, the restrictions herein contained may be extended in whole or in part for any definite additional period of time by a written declaration of the owners of two thirds of the lots within the area restricted hereby, and provided such declaration is recorded in the Office of the Register of Deeds for Orange County, North Carolina, within six months prior to January 1, 1975. Any of the restrictions herein contained may at any time be changed by mutual consent in writing of:

- (a) The owners of all the lots adjoining the lot upon which the restrictions are to be changed; and
- (b) The owners of two thirds of all of the lots within the area covered by these restrictions; and
- (c) The parties herein named, their survivors or any Trustee named by them or his successor; and
- (d) The Federal Housing Administration, if at the time there is an outstanding mortgage insured by the Federal Housing Administration on any property within the restricted area. Provided, further, that if the State Office of the Federal Housing Administration, having jurisdiction, fails to approve or disapprove the proposed change in restrictions within thirty days after the request for such removal, by United State Registered Mail, such approval shall not be required.

N. Any person, firm, or corporation owning or having a legal or equitable interest in any property situated within this restricted area shall be entitled to prosecute any proceeding in law or equity against any person or persons violating or attempting to violate any restriction contained herein, and either prevent him or them from selling or to recover damages or other dues for such violation.

O. All deeds to lots or properties covered by these restrictions shall refer to this instrument by Book and Page number as recorded in the Office of the Register of Deeds for Orange County, North Carolina, and all persons, firms or corporations accepting deeds to properties located within this restricted area shall take such properties subject to these restrictions.

P. Invalidation of any of these restrictions by court order of judgment shall in no wise affect any of the other provisions which shall remain in full force and effect.

Q. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this sub-division other than those properties to which these restrictive covenants specifically apply.

IN WITNESS WHEREOF, Paul Green and wife, Elizabeth Lay Green, have hereunto set their hands and seals, this the 22nd day of May, 1947.

Paul Green (SEAL)
 Elizabeth Lay Green (SEAL)

NORTH CAROLINA
ORANGE COUNTY

This day personally appeared before me Paul Green and wife, Elizabeth Lay Green and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 16 day of October, 1947.

Maria G. Brandon (N. P. Seal) Notary Public
My Commission expires: June 4, 1949.

NORTH CAROLINA, ORANGE COUNTY.

The foregoing certificate of Maria G. Brandon, a Notary Public of Orange County, N. C., attested by her notarial seal is adjudged to be correct. Let the foregoing instrument with all certificates be registered.

Witness my hand this 17 day of November, 1947.

E. M. Lynch, Clerk Superior Court

NORTH CAROLINA
ORANGE COUNTY

Filed for registration November 17, 1947 at 11 o'clock A. M. and registered in book 128, page 234.

J. E. Laws, Register of Deeds

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From: Sandy Cook
Sent: Tuesday, April 19, 2005 10:21 AM
To: Gordon Sutherland; Scott Simmons
Subject: FW: Greenwood Rezoning

Sandy Cook, CMC
Deputy Town Clerk
Town of Chapel Hill
306 N. Columbia Street
Chapel Hill, NC 27516
(919)968-2743

-----Original Message-----

From: Sabrina Oliver
Sent: Tuesday, April 19, 2005 8:45 AM
To: Sandy Cook
Subject: FW: Greenwood Rezoning

-----Original Message-----

From: Cal Horton
Sent: Tuesday, April 19, 2005 8:19 AM
To: Council Member Bill Strom ; Council Member Cam Hill; Council Member Dorothy Verkerk ; Council Member Ed Harrison ; Council Member Jim Ward ; Council Member Jim Ward (W) ; Council Member Mark Kleinschmidt ; Council Member Sally Greene ; Kevin Foy; Mayor pro tem Edith Wiggins
Cc: Bruce Heflin; Carol Abernethy; Catherine Lazorko; Emily Dickens; Flo Miller; Owen Franklin; Ralph Karpinos; Sabrina Oliver; Toni Pendergraph
Subject: FW: Greenwood Rezoning

W. Calvin Horton, Town Manager
306 North Columbia Street
Chapel Hill, North Carolina 27516
919-968-2744
919-969-2063 FAX
919-967-2626 Home
calhorton@townofchapelhill.org

Note: Mail sent to or received from the Town Manager is subject to publication under the provisions of the North Carolina open records law.

-----Original Message-----

From: Lee Buck [mailto:lee buck@mindspring.com]
Sent: Monday, April 18, 2005 9:57 PM
To: Town Council
Subject: Greenwood Rezoning

Dear Council,

Thank you once again for your consideration of the Greenwood Road rezoning matter. I am writing to respond a number of points made by Mr. Tucker in his presentation tonight. In that presentation I heard Mr. Tucker essentially argue that:

He was a reasonable guy who wanted to work with the neighborhood but had been treated as an outcast by an unwelcoming neighborhood that was pursuing the rezoning as a personal, perhaps racially motivated attack on him and his rights as a simple homeowner trying to salvage a renovation project.

I do not believe that this is an accurate or fair representation of the facts or history of this issue. Specifically:

Mr. Tucker implied that he would have been willing to retract his application if only someone had asked. This is disingenuous at best. After his application was submitted, I called Mr. Tucker and asked to meet. He refused to do so. I persisted and he acquiesced to a phone conversation that ended up lasting about an hour. During that, and in a subsequent conversation, I asked for ideas on how to resolve the situation reasonably and even offered to facilitate finding a buyer for the property. At no time did Mr. Tucker offer or even suggest the possibility of rescinding the application. Indeed, when I located a potential buyer he failed to return the buyer's phone calls and completely missed a scheduled walkthrough of the property.

Mr. Tucker left the impression that he was ignored or shunned by the neighborhood. This is not fair or accurate. I don't believe anyone in the neighborhood (including me, his immediate neighbor) knew that the house was owner-occupied. It has been occupied only sporadically and cannot possibly be the primary residence for Mr. Tucker. While I now regret not having been more proactive in welcoming him, it is worth noting that he made no such effort with anyone... before or after submitting his application. During our phone conversation I invited him to come by at any time so that we could meet face-to-face, I offered to add him to the neighborhood's email list server and I invited him to participate in the NCD process. So far he has not responded to any of these overtures. But perhaps most telling is that after the meeting on Monday night, Mr. Tucker was surrounded by neighbors with their hands out to meet him and to apologize for any misapprehension of slight. Mr. Tucker quickly left without even acknowledging most of the neighbors gathered around him.

Mr. Tucker implied that the neighborhood's actions were somehow personal... perhaps even racially motivated. This is patently false. The council will recall that this issue ripened with a sequence of events long preceding Mr. Tucker's application. Mr. Tucker knew this sequence of events (I having related it to him) but chose to ignore the record. As for the attempt to cast this issue in racial terms, I can only note that until tonight I do not believe that anyone in the neighborhood had met Mr. Tucker nor had any idea (or concern) of his racial identity. To be clear, a motivation such as he implied would be repugnant, despicable and illegal. To use a document that lapsed 30 years ago containing provisions that had been voided by law decades before that to imply such a motivation was an unfounded insult.

Finally, Mr. Tucker attempted to portray himself as simple home-owner trying to salvage a misguided home improvement project by subdividing and building two in-scale houses. Mr. Tucker is actually an experienced developer with a history of residential projects in the Chapel Hill area. His true intentions were made clear to me when he professed confusion as to why I would not want a couple of multi-million dollar homes next to mine. Such homes, on 1/2 acre lots, could not be in-scale with the rest of the neighborhood. Nor are they remotely comparable to the other examples he cited as being less than 1 acre in the vicinity.

Perhaps it would be more accurate to say that:

Mr. Tucker is an experience real estate developer who is attempting to maximize his investment.

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He has little concern for the neighborhood, its community or the aesthetics it is trying to preserve.

He is simply intent on enriching himself by leveraging those qualities while forever diminishing them.

I hope and trust that the counsel will be wise enough to support the neighborhood in its overwhelming desire to honor and extent these qualities.

Sincerely,

Leonard Buck