



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 20th 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 18th 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 Lindenberg
Debbie Ward Lindenberg

STATE OF NORTH CAROLINA

COUNTY OF Durham

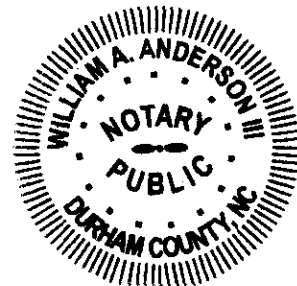
I, a Notary Public of the County and State aforesaid, certify that Jim Bramlett personally came before me this day and acknowledged that he is President of CHOWNINGS PLACE TOWNHOME ASSOCIATION, INC., a North Carolina not-for-profit corporation, and that he, as President, being authorized to do so, executed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

Witness my hand and official stamp or seal, this 9th day of February, 2008.

William A. Anderson
Notary Public

My Commission Expires: 10/5/08

(SEAL)



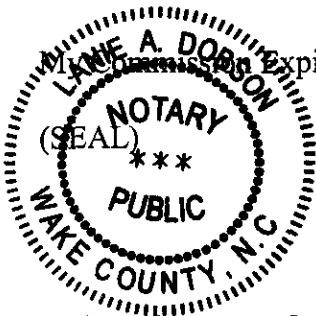
STATE OF NORTH CAROLINA

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 28th day of January, 2003.

Laine A. Dobson
Notary Public



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 12th day of January, 2007.

Kimberly McLarty
Notary Public

My Commission Expires: 3-27-07

(SEAL)

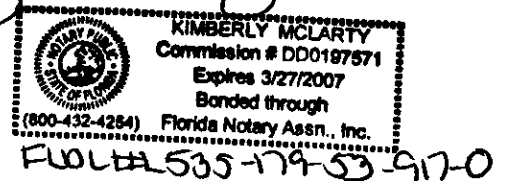


Exhibit R-1

Nov 13 03 05:14p

Sean 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.

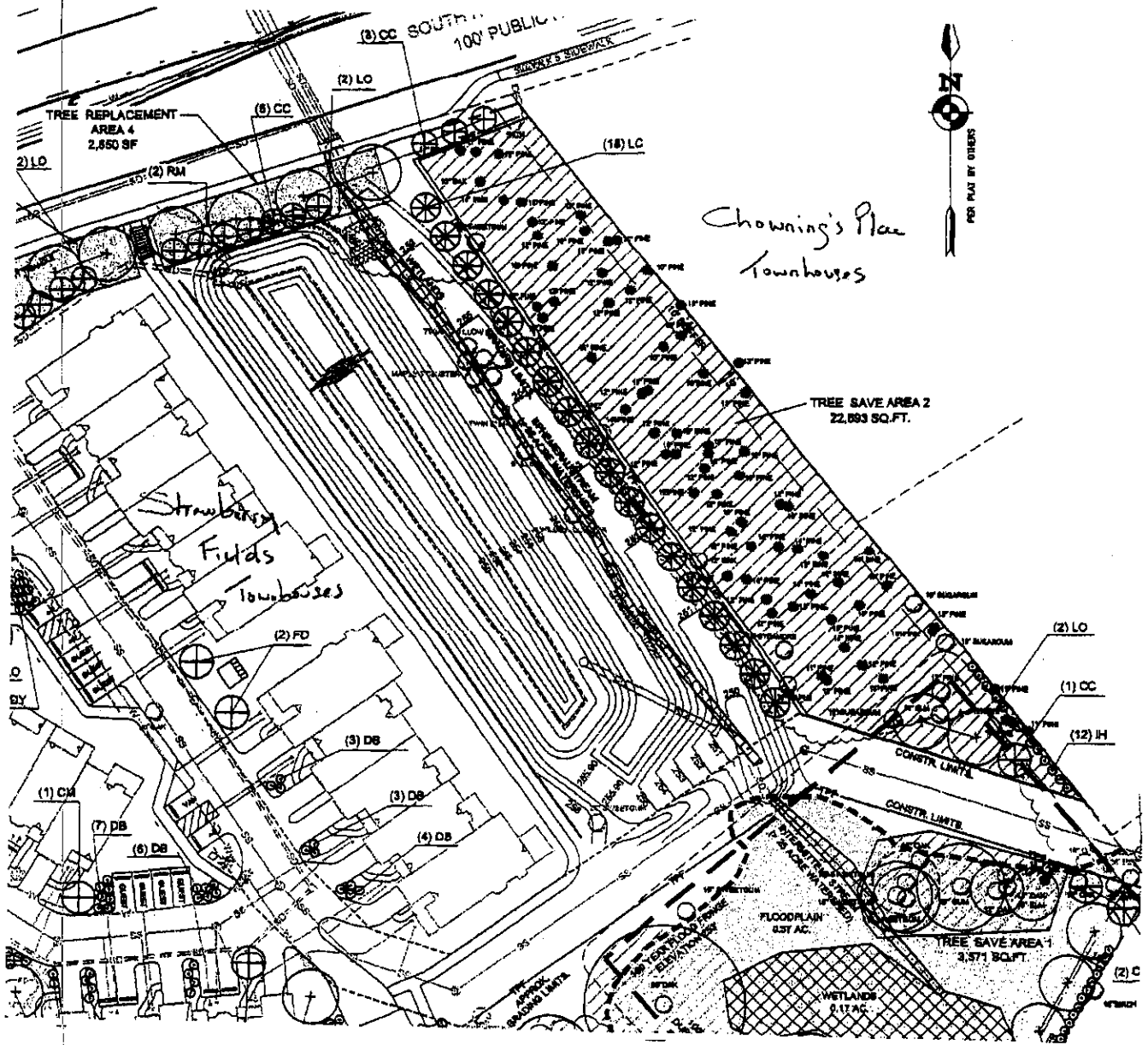


EXHIBIT A-1

EOLIA R-2

Nov 13 03 05:14p

Sear Brown

9197326676

p.4

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)	AGRI MURRAY QUERCUS LAURIFOLIA	LARGE TREE LARGE TREE	3.0" CALIPER 2.5" CALIPER	18 20
⊕	CAROLINA CHERRY/LAUREL (CC) CRAPPE MYRTLE (CM) FLOWERING DOGWOOD (FD)	PRUNUS CAROLINIANA LAPORTEA INDIANA CORNUS FLORIDA	SMALL TREE SMALL TREE SMALL TREE	1.5" CALIPER 1" CALIPER 6' HEIGHT	42 16 6
⊗	VIRGINIA PINE (VP) JALISCO RED CEDAR (JC) LELAND CYPRUS (LC)	PINUS VIRGINIANA JUNIPERUS VIRGINIANA CUPRESSOCYPERUS LESTLANDII	EVERGREEN TREE EVERGREEN TREE EVERGREEN TREE	2.5" CALIPER 2.5" CALIPER 1.5" CALIPER	28 32 16
⊙	DWARF BURFORD KELLY (DK) INDIAN Hawthorne (IH) DWARF YALPOUN HOLLY (YH) RED TIP PRINCE (RT)	ELX CORNUTA BURFORDI NANA PAPHOLEPIA INDICA ALEX YALPOUN NANA PHOTONIA FRAXIN	SHRUB SHRUB SHRUB SHRUB	15-18" 15-18" 15-18" 15-18"	43 48 52 25

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING TREELINE
- TREE PROTECTION FENCE
- TREE PROTECTIVE AREA

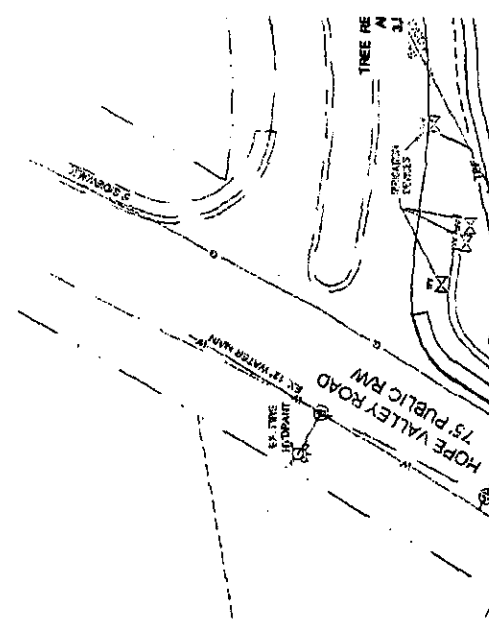
TREE COVERAGE CALCULATIONS

TREE DIAMETER (IN)	PROTECTED AREA (SQ FT)	NUMBER OF TREES	TREE COVERAGE CREDIT (SQ FT)
18"	100	2	200
12"	50	2	100
30"	700	1	700
TOTAL PROTECTED AREA: 850 SQ FT			

TREE DIAMETER (IN)	PROTECTED AREA (SQ FT)	NUMBER OF TREES	TREE COVERAGE CREDIT (SQ FT)
18"	100	2	200
12"	50	2	100
30"	700	1	700
TOTAL REPLACEMENT AREA: 1,000 SQ FT			

TREE DIAMETER (IN)	PROTECTED AREA (SQ FT)	NUMBER OF TREES	TREE COVERAGE CREDIT (SQ FT)
18"	100	2	200
12"	50	2	100
30"	700	1	700
TOTAL REPLACEMENT CREDIT: 1,000 SQ FT			

PROTECTIVE TREE SHADE AREA: 24,522 SQ FT (15.1 %)
 TREE REPLACEMENT CREDIT: 10,000 SQ FT
 TOTAL TREE COVERAGE AREA: 9,800 SQ FT
 TREE COVERAGE AREA REQUIRED: 1.38 AC (22 % OF TOTAL AREA)

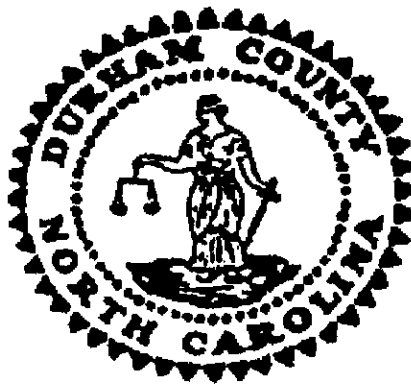


REQUIRED LANDSCAPING

EXHIBIT A-2

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 $38^{\circ} 40' 52''$ East 10.69 feet to a mathematical point; thence South $72^{\circ} 35' 06''$ West 55.32 feet to a point; thence South $34^{\circ} 36' 21''$ East 301.02 feet to a point; thence North $71^{\circ} 14' 47''$ West 25.34 feet to a point; thence North $34^{\circ} 19' 50''$ 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 $72^{\circ} 35' 06''$ 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.

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

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 O Davis
Deputy/~~Assistant~~ Register of Deeds



2004015037