



THE HOUSING PARTNERSHIP



January 31, 2013

VIA FEDERAL EXPRESS

Mr. David Peacock
Brownfields Compliance Coordinator
North Carolina Department of Environment and Natural Resources
401 Oberlin Road, Suite 150
Raleigh, North Carolina 27605

Re: Annual Land Use Restriction Update
Double Oaks
2623 Double Oaks Road
Charlotte, Mecklenburg County
Brownfields Project No. 11037-07-60

Dear Mr. Peacock:

Enclosed please find the completed Land Use Restriction Update ("LURU") for the above referenced property as required by Paragraph 9 of the Brownfields Agreement.

If you have any questions about the enclosed LURU, please feel free to contact me at the above.

Very truly yours,

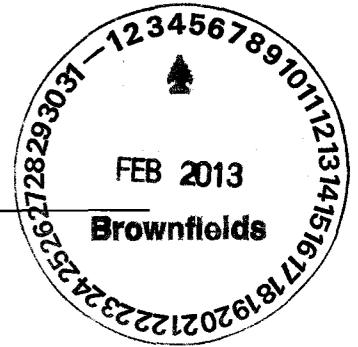
Linda L. Hall
Property Manager

Enclosure

Cc: Fred Dodson, Jr.
Mecklenburg County LUESA



Brownfields Project #: 11037-07-60
Brownfields Property: Double Oaks, 2623 Double Oaks Road
Property Owner (In whole or part): Statesville Avenue Homes LLC



LAND USE RESTRICTIONS ("LUR") UPDATE

LUR 1: No use may be made of the Brownfields Property other than for retail, hotel and other commercial purposes, and for residential, recreational, educational, open space and office purposes, except as set forth in LUR 3 below. Within the meaning of this restriction, the following definitions apply:

- a. "Retail" refers to the sale of goods directly to the consumer.
- b. "Hotel" refers to the provision of overnight lodging for reservation, cleaning services, associated utilities and on-site management and reception for paying customers.
- c. "Commercial" refers to an enterprise operated for profit by the owner, lessee or licensee.
- d. "Residential" refers to use for a permanent dwelling of any single- or multi-unit building.
- e. "Educational" refers to the provision of primary (including pre-kindergarten), secondary, post-secondary or vocational education, or child care or senior care.
- f. "Recreational" refers to indoor and outdoor health or exercise clubs and sports, and the facilities for same, including swimming pools and courts and fields for outdoor sports.
- g. "Open space" refers to land maintained in a natural, undisturbed character, and improved areas, used for passive recreation, natural resource protection, buffers and/or detention facilities for stormwater.
- h. "Office" refers to the provision of business or professional services.

In compliance X Out of compliance

Remarks: _____

LUR 2: Surface water and underground water at the Brownfields Property may not be used for any purpose without the prior written approval of the Department of Environment and Natural Resources ("DENR"), other than in connection with stormwater management in conformance with law.

In compliance Out of compliance

Remarks: _____

LUR 3: This LUR concerns a 50-foot buffer area, at the Brownfields Property's border with the former Double Oaks Landfill, designated "NO RESIDENTIAL OR COMMERCIAL USE IN THIS ZONE" on the plat component of the Notice of Brownfields Property. Title to that area shall remain in Double Oaks Development, LLC, or in a homeowner's association created pursuant to a condominium declaration, "covenants, conditions and restrictions" or functionally equivalent instrument recorded in the land records of Mecklenburg County. Absent prior written DENR approval, the area may only be used as open space or, with prior written approval and implementation to DENR's satisfaction, for a multi-family swimming pool, clubhouse and associated parking.

In compliance Out of compliance

Remarks: _____

LUR 4: No mining may be conducted on or under the Brownfields Property, including, without limitation, extraction of coal, oil, gas or any other minerals or non-mineral substances.

In compliance Out of compliance

Remarks: _____

LUR 5: None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed in Table A of the Notice, may be used or stored at the Brownfields Property without the prior written approval of DENR, except in *de minimis* amounts for cleaning and other routine housekeeping activities, and as constituents of fuel for vehicles used in construction and operations at the Brownfields Property or for backup generators.

In compliance Out of compliance

Remarks: _____

LUR 6: The Brownfields Property may not be used for agriculture, grazing, timbering or timber production.

In compliance Out of compliance

Remarks: _____

LUR 7: No basements may be constructed on the Brownfields Property unless they are, as determined in writing by DENR, vented in conformance with applicable building codes.

In compliance Out of compliance

Remarks: _____

LUR 8: No party conducting environmental assessment or remediation at the Brownfields Property at the direction of, or pursuant to a permit or order issued by, DENR may be denied access to the Brownfields Property for such assessment or remediation, which is to be conducted using reasonable efforts to minimize interference with authorized uses of the Brownfields Property. If a party legally responsible for the Brownfields Property's contamination conducts assessment and/or remediation pursuant to this restriction, DENR shall use reasonable efforts to cause said party to promptly restore the Brownfields Property as closely as reasonably possible to its prior condition.

In compliance x Out of compliance

Remarks: _____

LUR 9: During January of each year after the year in which the Notice is recorded, the owner of any part of the Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DENR and to Mecklenburg County's Land Use and Environmental Services Agency, currently located at 700 North Tryon Street, Charlotte, North Carolina 28202, certifying that, as of said January 1st, this Notice remains recorded at said county's Register of Deeds office and that the Land Use Restrictions are being complied with, and stating:

- a. the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the owner submitting the LURU if said owner acquired any part of the Brownfields Property during the previous calendar year; and
- b. the transferee's name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner transferred any part of the Brownfields Property during the previous calendar year.

In lieu of submissions of LURUs by particular owners, a property owners association or other entity may submit same on behalf of some or all owners of the Property, if said association or entity:

- c.
 - i. has accepted responsibility for LURU submission pursuant to a notarized instrument that includes, at a minimum, the name and mailing address, and if available, telephone and facsimile numbers and e-mail address, of each owner on whose behalf the LURU is being submitted; or

ii. is responsible for LURU submission on behalf of such owners pursuant to a condominium declaration, "covenants, conditions and restrictions" or a functionally equivalent instrument recorded in the land records of Mecklenburg County; and

d. provides, contemporaneously with submission to DENR, a copy of each LURU submitted to each party on whose behalf it is submitted.

In compliance Out of compliance

Remarks: Please see attached list of new homeowners and the letter sent to each homeowner in January of 2013.

Notarized signing and submittal of this Land Use Restrictions Update constitutes certification that the Notice remains recorded at the Mecklenburg County Register of Deeds office and that the Land Use Restrictions are being complied with.

This Land Use Restrictions Update is certified by Patricia G. Garrett owner of at least part of the Brownfields Property.

Name typed or printed of party making certification: Patricia G. Garrett

In the case of owners that are entities:

Signature of individual signing: Patricia G. Garrett
Name typed or printed: Patricia G. Garrett
Title: President

In the case of all owners:

Date: January 31, 2013

Brightwalk

DOUBLE OAKS MASTER DEVELOPMENT ADDRESSES

Properties sold prior to January 31, 2013

<u>Buyer</u>	<u>Street Address</u>	<u>Status</u>
Jonathan Clark	3149 Bending Birch Place	closed
Matthew Dean	3153 Bending Birch Place	closed
Alexa & Will Shull	3157 Bending Birch Place	closed
Sherri D'Alessandro	3138 Bending Birch Place	closed
Melissa Morgan	3146 Bending Birch Place	closed
Thomas & Laura Young	2404 Double Oaks Rd	closed
Donald E. Smith	2412 Double Oaks Rd.	closed
Eric Yurkuran	2424 Double Oaks Road	closed
Eileen Neacy	2306 Woodward Avenue	closed
Rob & Lindsay Kozark	2310 Woodward Avenue	closed
Jessica Campbell	2314 Woodward Avenue	closed
Melvin Maney & Sherita Robinson	2318 Woodward Avenue	closed
Patricia Cuero	2322 Woodward Avenue	closed
Nicole Fiero	1624 Woodward Avenue	closed
Standard Pacific of the Carolinas, LLC	3134 Bending Birch Place	model home
Standard Pacific of the Carolinas, LLC	3145 Bending Birch Place	model home
Standard Pacific of the Carolinas, LLC	1604 Woodward Avenue	model home
Standard Pacific of the Carolinas, LLC	1608 Woodward Avenue	model home
Standard Pacific of the Carolinas, LLC	1612 Woodward Avenue	model home
Standard Pacific of the Carolinas, LLC	1620 Woodward Avenue	model home



THE HOUSING PARTNERSHIP

January 16, 2013

Re: Brownfields Agreement Land Use Restriction Update

Dear Property Owner:

As you know, the Brightwalk/Double Oaks development (the "Development") is subject to a Brownfields Agreement with the North Carolina Department of Environment and Natural Resources ("DENR") (the "Agreement"). The Agreement requires that a Land Use Restriction Update ("LURU") be submitted to DENR annually, certifying that the Development is in compliance with the land use restrictions set forth in the Agreement.

Under Article XIX, Section 9 of the Declaration of Covenants, Conditions and Restrictions for Double Oaks Development, LLC applicable to your property (the "Restrictive Covenants"), the Double Oaks Master Association, Inc. (the "Master Association") is responsible for submitting the LURU to DENR on your behalf. The Master Association will conduct an inspection of the exterior areas of the entire Development, including your property, during the month of December to confirm the Development's compliance with the Agreement.

Article XIX, Section 9(b) of the Restrictive Covenants also requires the Master Association to remind all homeowners in the Development that the LURU is due to DENR and request that it be informed of any noncompliance with the Agreement. If you are aware of any noncompliance with the Agreement on your property, you must inform the Master Association in writing no later than January 31, 2013. A copy of the Agreement or a summary of its requirements is attached.

The Master Association will provide you with a copy of the LURU when it is submitted to DENR in January 2013.

Please feel free to contact our office with any questions about the information above.

Sincerely,

Brightwalk Homeowners Association

