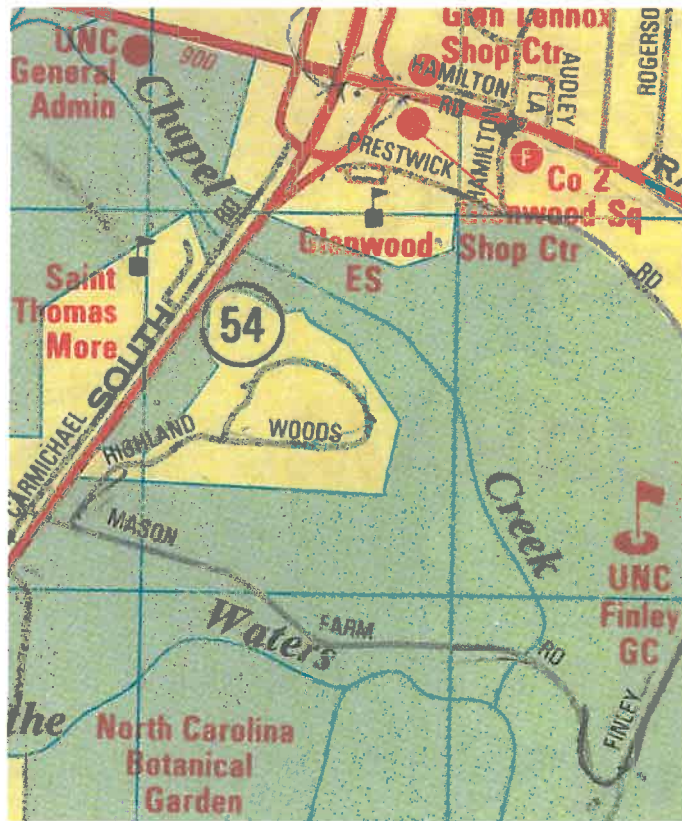


THE SAGA OF HIGHLAND WOODS

JUDSON J. VAN WYK

With contributions by Robert Stipe, Richard Bierck, and Perky Van Wyk

Dedicated to the memory of Warren Jake Wicker



ACKNOWLEDGEMENTS

* * *

This history is dedicated to the memory of Jake Wicker, who initiated this project and who carried out much of the research on the early history of Highland Woods. When his health failed so that he could not complete the project, he turned over an enormous box full of early records to me, and was helpful in showing me how to pick my way through this material.

* * *

Many other members of our community were supportive in numerous ways. Much of the early history of the housing group comes from a narrative prepared by Jim Ingram for Jake Wicker, January 1997. Lisa Bartles provided invaluable help to the writer by correcting much of the typescript and showing him how to navigate in the arcane world of Microsoft Word.

Robert Stipe was one of the early Highland Woodsmen, and, from his affiliation with the architectural office of James Webb, he gained an unique perspective on architectural standards and the planning of the core plan. Although some years ago he was forced for family reasons to move out of his beautiful home in Highland Woods for larger quarters nearby, he graciously offered to contribute photos from his archival collection and to write an authoritative chapter on architectural standards and on the core group.

In its early years Highland Woods was populated by many young families with active youngsters. At one time Ann Scott counted about 60 children in preschool or in school from K-12. Richard Bierck was one of these and is now a professional writer. He kindly volunteered to contribute a chapter on "Reminiscences of a Boy Growing Up in Highland Woods". Perky Van Wyk contributed a similar chapter on, "Reminiscences of a Girl Growing up in Highland Woods".

Judson J. Van Wyk

CHAPTER 1: ORIGINS OF THE CHAPEL HILL HOUSING GROUP

THE VILLAGE IN THE EARLY 1950's

When Dr. James Bullitt (pathology, 1913-1947) arrived in Chapel Hill before World War I, he was advised to postpone buying a home for his family until the inflated cost of housing in Chapel Hill came down. In 1955, when he was over 90, he observed, "If I had waited until the cost of housing came down I would be waiting still, because houses in Chapel Hill have cost more every year than the year before".

Formatted: Albanian, Hidden

Formatted: Font: 14 pt, Albanian

Formatted: Heading 3, Centered, None

Formatted: Font: 14 pt, Albanian

Deleted: ¶

Formatted: Font: 12 pt, Albanian

Formatted: Font: 12 pt, Albanian

Deleted: ¶

In the early 1950s the University of North Carolina was undergoing explosive enlargement: The federal government's "G.I. Bill of Rights" was causing a flood of discharged service-men and their families to inundate the campus, and the "Good Health" movement in North Carolina led by Kay Kayser had led to the expansion of the medical school to a full four year curriculum. The State Legislature had authorized the construction of the NC Memorial Hospital and the establishment of a School of Dentistry. All of the components making up The Division of Health Affairs had undergone expansion including the School of Public Health, the School of Nursing, and the School of Pharmacy.

Formatted: Body Text, None, Indent: First line: 0.4"

Young faculty hired to staff this explosive enlargement arrived in Chapel Hill only to find that Glen Lennox was the only apartment complex in the village, and the choice of affordable homes was very limited. The non-air-conditioned apartments of Glen Lennox therefore housed a large number of junior faculty and their families.

Deleted: ¶

THE CHAPEL HILL HOUSING GROUP IS FORMED

Deleted: ¶

The formation of a Cooperative Housing Group was initially proposed by Bob Gladstone, who had a degree in architecture from MIT, and a master's degree in Regional Planning from the Dept. of City and regional Planning at UNC. His sounding board and early recruit to his idea was Jim Ingram, an economist who lived across the street from Gladstone on Audley Lane in Glen Lennox. Gladstone began to talk about a cooperative land development that had taken place at another university. He had a paper that described the experience of that cooperative, and he thought we could do something similar at UNC. Gladstone was an imaginative, energetic, and resourceful person, and he knew exactly what features and characteristics he wanted the prospective cooperative to have. Gladstone's cooperative would have the following characteristics:

Deleted: ¶

1. 20-30 families
2. Members were to be young faculty members dispersed across disciplines and their families
3. The cooperative would hold title to the land and arrange for its development, physical layout including roads, curb and gutter, water, sewer, electricity, and subdivision into lots.
4. Members were to pay a pro rata share of the land cost plus assessments as necessary to pay development costs. He hoped that

Deleted: <#>¶

Formatted: List 2, None, Indent: First line: 0", Tabs: Not at 0.75"

the final cost per lot would be less than the prices of lots then on the market.

5. After the lots were distributed, the coop would go out of existence, except for the residual common property, which would be organized as a separate unincorporated association, with each owner holding a 1/24th undivided share with the privileges of use (and the burden of periodic pro rata assessments for improvements).

6. The idea of a common building design was discussed, but did not become a fixed element in the plan. A core plan was, however, adopted later by some of the landowners (see discussion of core plan by Bob Stipe).

Gladstone and Ingram began to discuss their idea with neighbors and colleagues, and the idea spread like wild-fire. Persis Van Wyk heard about the group from Ann Thibault while they were picking up their respective daughters, Perky and Ditty, from Nursery School. Newcomers to Chapel Hill, frustrated by the housing shortage, readily joined the group, and in late 1955 15-20 families began to hold evening planning sessions at irregular intervals in whatever UNC campus classroom might be available. Volunteers were assigned to work on specific issues such as legal status, articles of incorporation, identification of suitable land, and criteria for membership in the group. Attendance at these meetings varied greatly as some families found other housing and still others became discouraged at the lack of progress in identifying affordable potential building sites. Unfortunately, in those early days no records were kept of those who showed interest, but who later drifted away when the difficulties of obtaining land became apparent.

Formatted: Body Text, None

THE SEARCH FOR LAND

It soon became apparent that 20-40 acre tracts within any reasonable distance from the campus were rare. Advertisements for farms were checked out, realtors were consulted, and owners of specific pieces of land were tracked down and sounded out. Although Gladstone and Ingram were aided by other members of the group in these activities, the most active of these was Bob Agger (political science) who devoted a great deal of time to the project as well as inspiring others with his great energy and contagious enthusiasm. They approached the DuBose family for a parcel of land in what is now The Oaks and Meadowmont but got nowhere. They tried for land across from what is now The Farm, but the family would not sell. Eban Merritt would not consider selling his land off 15-501. For a time there was excitement over a 100 acre farm on Farrington Road, and the price was only \$100/acre. The group could develop part of the property and either reserve the remainder for expansion of the cooperative at a later date, or sell it to another developer. The larger group, however, nixed this property because it was too far out.

Formatted: Body Text, None

Deleted: ¶

Soon after Agger's arrival the rumor spread that the Bennett property, just south of town, might be available, and Ingram and Agger went out to call on the

Deleted: ¶

old patriarch of the family, a tall dignified gentleman who sat in a high-backed rocking chair. Mr. Bennett said that he would like to keep the home-place and a few acres around it, but he might sell the rest of the 400 acres since nobody in his family seemed interested in working it. Bob Agger tried unsuccessfully to get Mr. Bennett to state a specific price, but was left with an impression that it would be around \$400/acre. According to Ingram, it was an interesting interview: "the glib, fast talking young New Yorker, eager to make a deal, and the slow deliberate old Southerner. But they hit it off and both enjoyed the encounter".

Since the Bennett land represented a significant escalation of the original idea, Agger and Ingram approached Mr. W.E. Thompson, president of The Bank of Chapel Hill (now Bank of America) about the possibility of obtaining a property loan. (The Bank of Chapel Hill was reputedly so conservative that it maintained the bulk of its holdings in U.S. Treasury bills). Mr. Thompson knew all about the Bennett family and questioned whether the old man had really committed himself to selling his property. It turned out that there was much dissention amongst the Bennett heirs and it was unrealistic to count on the availability of this property, at least not for \$400/acre! The Bennett property remained undeveloped for another 30-40 years,

Another possibility was in a gulley off the south side of East Franklin Street. Although the housing group vetoed that land because it was too hilly to accommodate the number of houses we had in mind, Bob Gladstone drew a plan for a road and the required number of houses. This gulley later was developed as the Glendale subdivision with even more houses than we had envisioned.

Deleted: ¶

Deleted: ¶

Deleted: ¶

Formatted: Heading 4, None,
Indent: First line: 0.4"

CHAPTER II: ACQUISITION OF THE COKER LAND

Attendance at the meetings of the Housing Group began to fall off as participants found affordable solutions to their housing needs in the Ridgefield Park and Dogwood Acres developments or in homes on Oakwood Drive and Rogerson Road. Then, sometime in 1955 a rumor was heard that a 26 acre tract owned by Coker College might be sold. Its location was unbelievably good: it was situated between Glenwood School and the Old Mason Farm Road, and was surrounded by university property used in part as the Finley golf course. Dr. William Coker, the first Professor of Botany arrived in Chapel Hill in 1902. He came from a South Carolina family that had formed a profitable business by developing and patenting improved cotton seeds and other botanical products. While on the UNC faculty, Dr. Coker established the Coker Arboretum and purchased numerous undeveloped tracts of land in the environs of Chapel Hill, apparently because of their trees and other foliage. After the death of Dr. Coker, these parcels of land became part of the endowment of Coker College, a family endowed college for women in Hartsville, SC. The college was now selling off parcels of this land, and its agent was the current professor of Botany, Dr. H.R. Totten. A topographic map of the land under consideration was obtained from Dr. Totten.

This land was perfect: It was within walking distance of Glenwood Elementary School, it was close to the university, and its topography was inviting. The group leaders arranged another interview with Professor Totten and explained the nature of the group. Dr. Totten was very supportive and said that Coker College would like to encourage young faculty by helping them to obtain housing for their families. However, he pointed out that he was duty bound to obtain the best price for Coker College. He advised that we write a letter to him, explaining our purposes and making a case for selling the land to this group.

An eloquent document describing the goals of the Chapel Hill Housing Group was prepared by the group and signed by the 4 current trustees: Robert E. Agger, Robert Gladstone, Harold Harris, and John Kelton. (see Appendix #1). Dr. Totten was very pleased with this response, but pointed out that the Chapel Hill Country Club and its major benefactor, G. Watts Hill, were also interested in this property. The Country Club, then located at the end of Country Club Road, wanted to enlarge its nine-hole golf course to an 18 hole course by expanding to the east, where the St. Thomas More School and Church now stands, and across 15-501 (then a 2 lane road) onto the Coker tract. Two members of the search committee, Jim Ingram and John Kelton (psychology), were delegated to talk to the Country Club attorney, Mr. John Manning. The interview turned into a poker game with both sides keeping their hands concealed. Manning tried to learn more about the group and how much money they had, while Ingram and Kelton tried to learn how badly the Country Club wanted the property and how much they would offer. It became clear that the Country Club was extremely eager to acquire the property, since without it the Club would have to move to another location altogether. Manning, on the other hand, was led to believe that

Deleted: ¶

Formatted: Font: (Default) Arial, 12 pt, Albanian

Formatted: Body Text, None

Deleted: ¶

our group was just another naive and inexperienced bunch of faculty members who would not be able to marshal enough resources to make a serious bid for the land.

The Housing Group now found that the time for abstract thinking was over. It was necessary to draw up legal documents, elect trustees with authority to act on behalf of the group, and recruit serious new members who were willing and able to make financial commitments. The initial trustees were: Hal Harris (psychiatry), John Kelton (psychology), Bob Agger (political science), and Bob Gladstone (city planning). Meetings of the group were scheduled weekly, and lively debates ensued over how much to offer for the land. Hard cash for the purchase had to be paid over to the Trustees before an official, legal offer could be made. At this time only 13 families remained with the group. Since the property had not been parceled into lots, it was decided that eventual lot selection would be based on a priority basis determined by the sequence in which the potential buyer made a cash payment set at \$2000. Jud Van Wyk was designated to document such payments and the date and time that they were received. The group was able to meet the deadline only because Harris and Ingram both agreed to purchase double shares.

Formatted: Body Text, None,
Indent: First line: 0.4"

On May 23, 1956 a formal offer was made to Coker College (via Dr. Totten) to purchase this land for the sum of fifty one thousand dollars (\$51,000). The offer was signed by the 4 trustees: Agger, Gladstone, Harris, and Kelton (see **Appendix 2**). (Ingram declined to become one of the trustees because he was planning to be away on a sabbatical beginning in the summer of 1956). The bid was accompanied by a good faith bond of two thousand five hundred and fifty dollars (\$2,550) representing 5 % of the proffered price of the land. The group was sworn to secrecy over the amount proffered.

Deleted: ¶

The Coker College Trustees invited representatives of both our association and the Country Club to come to Hartsville SC to present their cases in person. During the course of this visit by Agger and Gladstone, the Housing Group raised their bid to \$55,000, a sum that was slightly more than the amount offered by the country club. Over the years it was assumed that Dr. Totten was in collusion with the housing group and had suggested that we up our bid by a wink or tilt of his head. A more recent version is that Mr. G. Watts Hill, who bankrolled the country club, left his brief case unprotected in a room with Agger and Gladstone, and that Agger could not resist a peek. In so doing he discovered how much the Country Club was offering and upped our bid to top it. All parties agreed that Mr. Hill was very much in sympathy with the housing needs of young faculty members, and several of our founding members believe that Mr. Hill left his brief case unattended in the hope that the faculty group would be smart enough to take advantage of his carelessness. In any event, a few days later Dr. Totten called to say that our bid just barely topped the Country Club's bid (perhaps by less than \$1000 by Ingram's memory). Thus, on July 9, 1956, the trustees of the CH Housing Group notified members that they had contracted with the Trustees of Coker College to purchase 26 acres of the Coker Property for \$55,000. We had the land!! Mr. Manning wanted to raise the Country Club's

Deleted: ¶

bid, but Dr. Totten said it was a final auction, and he would accept no revisions. After some additional legal work, the deed was drawn and the property now belonged to the Chapel Hill Housing Group.

CHAPTER 3: DEVELOPMENT OF THE PROPERTY

Once the property was obtained, members were in a hurry to develop it and get their houses built. To this end it was imperative that an official survey be undertaken and the road and individual lots be exactly defined and elevations determined. A preliminary plot plan had been drawn by Bob Gladstone using the topographical map furnished by Dr. Totten, and his layout was remarkably similar to the final plat. The plan laid out 8 inside lots and 19 outside lots for a total of 27. Several members favored an alternate plan in which the entire area within the circle would be reserved as a common area with all homes on the outside. Although a majority opposed this plan, the proposal focused on the desirability of a common recreation area, and led to the setting aside of a "common lot".

Other important developmental tasks included bringing water, power, and sewer to the property. The University still owned and operated all of the utilities in Chapel Hill and the officials responsible for making such decisions dragged their feet awaiting a policy change that would make the developer responsible for paying for these costs. Bob Agger worked tirelessly to hasten the process, and achieved a major coup in getting the University to install water mains and electric lines at no cost to our group. The group was still responsible, however, for installing the sewer line. Members agreed that the cost of the sewer should be shared equally by each lot.

Bob Agger's role in the time interval between the acquisition of the land and delivery of deeds to individual members can scarcely be exaggerated. He was blessed with a high-octane personality, and must have spent at least half-time on the project for a year or more. He planned to write up this experience for a political science journal, but we have lost contact with him and do not know whether or not he accomplished this goal. We do know that 15 years ago he was living in Italy.

Formatted: Font: (Default) Arial, Albanian, Hidden

Formatted: Justified, Indent: First line: 0.4"

Formatted: Font: (Default) Arial, Albanian, Hidden

Formatted: Body Text, None, Indent: First line: 0.4"

Deleted: ¶

Deleted: .

Deleted: ¶

ASSIGNMENT OF LOTS

Whereas the initial assessment treated all lots equally, in fact the lots differed in size, location, topography, and other features contributing to their desirability. In order to establish equitable valuations it was decided to retain 3 real estate appraisers to evaluate the 26 lots and take an average of their 3 appraisals. These averages assigned relative values to each of the 26 parcels, and the final charges to each purchaser were prorated to cover the initial outlays for the property itself plus development charges to date. Hal Langenderfer and Bill Terrill, both accountants, kept the records and both deserve credit for making all these calculations understandable to the members. As it turned out, the lot values assigned by the appraisers vastly exceeded the costs, thus confirming the notions of the founders that great savings could be achieved by cooperative action. The Real Estate community in Chapel Hill, who were fond of depicting our group as a bunch of "headless horsemen", tried to buy into our valuable property. One of them offered to take over management of the property if we would only give him one of the lots!

Deleted: ¶

Up to this point, nobody knew who would have which lot. One of the suggestions was that slips numbered 1-24 would be placed in a hat and selection would be by lot (no pun intended). There were only 24 slips because 2 members had taken 2 lots each, and it had been stipulated that their 2 lots had to be contiguous. Van Wyk, who had been in charge of recruitment, pointed out that an important part of our sales pitch had been that priority in lot selection would be based on the sequence in which they had deposited their \$2000 down payment. Hal Harris then proposed that Gladstone, Ingram, and Agger should be given the first 3 choices because of the major contributions that they had made to the development of the community. The next 10 priorities were determined by lot amongst the other 10 long-time members of the housing group. The remaining choices were based on the sequences in which down payments had been recorded.

Deleted: ¶

At that time the entire 26 acres was heavily wooded, although furrows in the soil suggested that the land had been tilled at some time in the distant past. Some picked out their lots on the basis of cost, whether it was inside or outside the circle, or by absence of highway noise. The last lot chosen was considered by some to be unbuildable because of deep ravines. Robert Stipe had the imagination to see the potentialities of this lot and built one of the truly beautiful homes in the development. **Appendix 3** provides a list of the original owners of each lot and the names of subsequent occupants.

Deleted: ¶

While all of this activity was in progress, the Chapel Hill Housing group met weekly to work out bylaws, building covenants, and a name for the development. The name of our community was surprisingly difficult for our supposedly creative members. The naming committee came up with several options including: Pine Knoll, Indian Ridge, Indian Woods, Juniper Ridge, Socrates Plaza, Round Rock, Highland Circle, and Glenwood Circle. The final choices came down to "Birnam Wood", "Indian Ridge", and "Highland Woods". Voting was by secret ballot, and "Highland Woods" won by a wide margin.

Deleted: ¶

ADMISSION TO THE TOWN OF CHAPEL HILL

The property was outside the town limits at the time that it was purchased from Coker College. One of our members, Jake Wicker (Institute of Government), an expert on annexation laws and procedures, helped us prepare an application for annexation. The town alderman made this an item on its August 13, 1956 agenda, but postponed action until a public hearing could take place. This was held on Sept 10, 1956. As many family members as we could muster turned up for the meeting and asked Mayor Cornwell to change the order of business so that our annexation could be finalized before a new subdivision ordinance took effect. According to the previous subdivision ordinances the town would purchase back our sewer and pave our road at no cost to us, providing we paid for the curb and gutters. The new ordinance would assign all such costs to the developer. The Alderman granted our request and we were then officially included within the Town of Chapel Hill.

Deleted: ¶

Deleted: ¶

PROBLEMS OF DEVELOPMENT

Assessments for curb and gutter were particularly problematic because some of the properties such as the Haymans and the Harrises had enormous frontages and other properties very much less. It had been much easier to establish principles of cost assignment before anyone knew which property they would own. The formula eventually adopted was based on an earlier decision to assess amounts from each lot owner in proportion to the assessed value of his lot.

Formatted: Body Text, None

Deleted: ¶

After the property had been officially surveyed and the road and individual lots laid out, the trustees sought bids on construction of the sewer and construction of the road. Wrenn-Wilson of Durham won the sewer contract with a bid of \$13,684, and Fletcher Yates of Chapel Hill won the contract for construction and paving of the road with a bid of \$4,011.

Deleted: ¶

Public Service Co. of NC was initially reluctant to bring natural gas around the circle because only 2 homes had been built at that time. They finally agreed to bring a line around the entire circle providing a minimum of 14 property owners certified that that they would heat with gas furnaces when their homes were eventually built. On January 28, 1957 Bob Stipe sent a letter to Public Service with the signatures of 14 lot holders who committed themselves to hooking on to the gas line when their homes were built.

Deleted: ¶

The road work proved to be far more complicated than originally envisioned. The contractor had never cut a road before, and he was hired because he was inexpensive. Grading could not be completed until the sewer was completed. Although the road right-of-way was 50' in width, the steep contour of some of the inner lots resulted in positioning the 32' roadway in some



Building the Road in Highland Woods

areas close to the outer border of the right-of-way. This permitted more gentle slopes on the inside lots and less excavation for the roadbed. However, Mr. Tom Rose, the city manager, who was also an engineer, insisted that the road be relocated to the exact center of the road easement. The contractor was therefore

forced to excavate more deeply than planned. Thus, the upside banks, which had been very nicely graded and planted with ivy were transformed into ugly sheer cliffs. The gas line, which had recently been installed and probably not buried as deeply as required by code, was inevitably ruptured by a grader. A catastrophic explosion was only narrowly averted by quick action in shutting off the gas main leading to Highland Woods. These complications led to a delay in the completion of the road beyond the agreed upon date, and the trustees threatened to withhold the final payment until the work was completed.

CHAPTER 4: BUILDING THE HOUSES

by Robert Stipe

Deed Restrictions:

Before any homes were built, the members of the housing group held several impassioned meetings to agree on architectural standards and deed restrictions. Duplex housing on a single lot was banned, although owners were allowed to incorporate small apartments into the building plans. Although the generous size of the lots resulted in general unanimity over minimum setbacks from property lines, it was more difficult to secure consensus on which species of animals would be permitted. In retrospect these meetings were hilarious. A few argued that horses would be just fine, and one family argued over the desirability

Deleted: ¶

Formatted: Body Text

Deleted: ¶

Formatted: Body Text, None

Deleted: ¶

of raising chickens. How about rabbits, guinea pigs, goats, and various exotic species? Eventually dogs, cats, and other small pets were welcomed into the Highland Woods family.

THE ARCHITECTURAL REVIEW COMMITTEE

What became the Highland Woods neighborhood was but a very small portion of the much larger estate that Dr. Coker's family held on the south side of Chapel Hill. The Coker properties included part of what is now the North Carolina Botanical Garden, the large Laurel Hill neighborhood to the north (recently designated by the US Department of the Interior as a locally significant historic district in the National Register of Historic Places), and various other bits and pieces of land now owned as private residences or by the University.

Dr. H. Totten, who succeeded Professor William Coker as professor of Botany, became the agent who sold off many of the Coker holdings to support Coker College in Hartsville, SC. Dr. Totten might be fairly described as an early environmentalist. He had a passion to ensure that the purchasers of Coker lands would develop them in an environmentally sound and tasteful manner. Therefore, as a condition of sale, he was careful to insert in each deed a set of restrictions that would control in perpetuity the aesthetic character of each tract. It was a condition of the sale of the Highland Woods property that some sort of design review process be established and enforced by the Trustees when lots were transferred to individual owners and actual construction contemplated.

Interestingly, it was clear by 1957 that these deed restrictions were not enforceable at law. A highly respected local clothier, Milton Julian, had proposed to construct on Ledge Lane a contemporary home designed by the famous architect, George Matsumoto, then a faculty member of NC State University's School of Design. Julian's neighbors argued that the design was not in character with existing development on Ledge Lane. They maintained that the Totten deed restrictions prevented Julian from building his home, and sued all the way to the North Carolina Supreme Court to stop him. However, in the end, the Court held that the deed restrictions were personal to Totten, the grantor, and that they were unenforceable because he had divested himself of his interest in the property.

The deed from Coker College conveying ownership of Highland Woods to the Trustees of the Chapel Hill Housing Group still retained the language of the restrictions. The Trustees therefore agreed to establish within the group a design review process that, while legally unenforceable, seemed well within the collegial spirit of the group and in keeping with the philosophy of Drs. Coker and Totten. (It is not uncommon for unenforceable restrictions to be routinely included in deed transfers of land, even though all parties recognize that they are invalid, (a lawyerly habit we need not go into here.)

As homes in Highland Woods came under construction, the process was put to the test. The Trustees appointed a design review committee consisting of Harold Langenderfer (Chairman), Jake Wicker, Bob Stipe, Jim Ingram, and Hal Harris (Secretary). An elaborate 30-day process of review was established, requiring that lot owners submit a complete set of plans to the committee in the

Deleted: ¶

Deleted: ¶

Formatted: Font: (Default) Arial, Font color: Auto, Albanian

Formatted: Font: (Default) Arial, Albanian, Hidden

Formatted: Body Text, Indent: First line: 0.4"

Formatted: Font: (Default) Arial, Albanian, Hidden

Formatted: Font: (Default) Arial, Albanian, Hidden

Formatted: Body Text, Indent: First line: 0.4"

Formatted: Font: (Default) Arial, Albanian, Hidden

Formatted: Body Text, Indent: First line: 0.4"

form of an "application". A complete application was to contain a floor plan (with dimensions); show all outside elevations; provide specifications for exterior materials, colors and finishes; state approximate construction costs; and include a plot plan showing the location of the house, driveways, zoning setbacks, and easements. Also required was a landscaping plan showing gardens, pools, terraces, and cleared areas. Interestingly, however, no criteria were established by which individual buildings could be judged as "good" or "bad" for the neighborhood. This inevitably led to much unproductive discussion (and sometimes disagreement) on the part of applicants and individual members of the committee, and, occasionally, an interested neighbor.

Given the complete lack of any criteria for judging whether individual proposals were or were not satisfactory from an aesthetic standpoint, the architectural review committee came quickly to understand that in spite of the elaborate plan submission requirements (and the unenforceable nature of the covenants themselves) there was little they could do other than to review plans quickly and routinely approve them largely as proposed. Many were routinely adjured not to cut more trees than necessary and to observe the required zoning setbacks, and some were given "flexibility" with respect to the siting and location of their houses.

Formatted: Albanian, Hidden

Formatted: Body Text, Indent: First line: 0.4"

Some applicants complied fully with all the required submissions; however, most applications were little more than mere sketches penciled in on a copy of the Highland Woods subdivision plat. One property owner actually submitted a two inch, three-dimensional sketch on the back of an envelope. Some contented themselves with submitting an architect's drawing of the house, but no plot plan; others submitted a plot plan but gave no architectural details regarding the house. One property owner vented his frustration in a 7 page letter to the committee. This followed a rare attempt on the part of the committee itself to intervene directly in the design process by providing detailed instructions regarding the construction of windows, a porch, porch railings, and the like. The proposed house under review was small, boxy, and uninteresting by comparison with the more frequently submitted architectural drawings of interest, and it did in fact have a cheap look about it. In the end, however, the architectural review process did little to improve the looks of it.

Formatted: Font: (Default) Arial, Albanian, Hidden

Formatted: Body Text, Indent: First line: 0.4"

The committee itself took its responsibilities very seriously, but quickly came to recognize they had little if any real control over the appearance of what eventually got built.

Formatted: Font: (Default) Arial, Albanian, Hidden

THE CORE PLAN:

Formatted: Body Text, None

By this time, it was apparent to everyone that there was real money to be saved through cooperative action. Earlier in the development process, Gladstone had suggested that significant additional savings might later be made through a cooperative approach to the design of individual homes, as it had in the development of individual lots. Thus began a process that came quickly to be known as the "Core Plan."

The anticipated savings were thought to be in both the design and construction processes. The most significant of these were through the use of common construction details, which are the largest costs from both the architect's and the client's standpoint. Further savings were anticipated through the letting of a single construction contract to the lowest bidder on the aggregate of all of the core plan homes (rather than through the receipt of individual bids from a variety of contractors). Furthermore, because the core plan homes were cohesively grouped in a single neighborhood, further savings could be realized in the architect's inspection fees throughout the construction process.

James Webb was retained as the architect for the Core Plan. Webb had come to Chapel Hill from the west coast and had established a private architectural practice in addition to holding a faculty position in the Dept of Urban Planning. The essence of the "core plan" was that individual homeowners in the core plan group were encouraged to select from a variety of pre-designed wings or cores. One core consisted of the living room, dining room, and kitchen layouts. The second core contained bedrooms, baths, studies and domestic storage. These cores would be linked together with an individually designed main entrance, and the entire home sited with special consideration given to the widely varying topography of individual sites and, of course, to individual family budgets.

Members of the Core Plan Group tended strongly to favor the contemporary design style in which the Webb practice had specialized: post and beam construction, relatively low or flat roof construction with wide overhangs, the generous use of clerestory glass panels, kitchens located in the front of the



home with expansive glass panels and decks looking out on the wooded area behind each home.. This pattern was known as "The San Francisco Bay Area Style" which the Webbs had brought east with them. Exteriors tended to be of resawn vertical siding with cement asbestos panels beneath aluminum bound metal windows.

CORE PLAN HOME UNDER CONSTRUCTION

Core Plan homes were, with one exception, designed with a main floor at ground level and a basement below at a lower elevation. One had a second story, however. One of the homes was retrofitted with a bomb shelter in anticipation of the worst possible outcome of the Cuban Missile Crisis

Formatted: Font: (Default) Arial, Albanian

The cores offered a generous array of choices. For example, there were two types of "L" kitchens and two of one-wall kitchens; there were three variations on "corridor" kitchens; and four variations on "U" and "Open U" kitchens from which to choose. An equally varied array of bedroom wing choices was also available.

At an early stage of the development Bob Gladstone resigned from the Webb firm to join another practice in Washington, D.C. Core Plan group members thereafter worked primarily with either Don Stewart or Bill Campbell in the Webb office, with Jim Webb functioning as the senior supervising architect on all of the individual plans. In this capacity, Webb remained heavily involved with the Core Plan houses, and took immense pride in the end results.

In the end, 9 homes were put out to bid simultaneously. One builder (Tomrich Construction Co. of Durham) submitted the lowest bid on 7 of the houses, but their bids on the remaining 2 were unrealistically high. After further negotiation, the contract was split, so that the first bidder would build the 7 homes for which he was the low man, and the other 2 core plan homes were allotted to the low bidder on these homes. Thus, everyone contracted for the lowest possible price, which came out to around \$10/ft². This was well below the cost of other homes being built in Chapel Hill at that time which were being constructed for \$12-\$15/ft²...

Although only one home is known to have literally followed an original Core Plan design; the concept served as a highly useful starting point, and the savings to individuals in adhering to common construction details and specifications were highly advantageous to both the architects and to individual families.

CHAPTER 5: THE HIGHLAND WOODS RECREATION ASSOCIATION AND THE COMMON LOT

Now that the lots had all been assigned and administration of the development had been largely relegated to the trustees and a few other leaders, it became less urgent for the entire membership to hold frequent meetings. The biggest remaining issues for the group to solve were what to do with the common lot, and what kind of owners association should succeed the Chapel Hill Housing Group. The housing group was a loose group of faculty who had banded together to find suitable housing, and the group never had much formal structure. We therefore sought guidance from the North Carolina Recreation Commission. They toured the site and on March 3, 1958 they responded with a complete set of recommendations. These included a Tot Lot with specific equipment included, a Picnic Area, a Tennis Court, a Multiple Use Area, and a Swimming Pool, all at a projected cost of \$14,500, which they calculated as in excess of \$500 per family (see Appendix IV).

On Feb. 1, 1959 a committee of the trustees recommended to the membership that the common lot be improved for recreational purposes, and that

Deleted: ¶

Formatted: Centered

Deleted: ¶

Deleted: ¶

Deleted: .

Formatted: Font: (Default) Arial,
Bold, Albanian

Deleted: ¶

a non-profit corporation be formed to manage the lot. In concluding the purchase of Highland Woods from Coker College we had been represented by the legal firm of Bryant, Lipton, Strayhorn and Bryant of Durham, and now Jake Wicker was delegated to consult with them regarding the ownership of our common property, and in particular the Common Lot.

On July 16, 1959 Mr. Robert Lipton replied with a detailed discussion of the options. He advocated setting up a non-profit corporation to avoid the necessity of paying taxes on any income from the common lot, and suggested that the group consider irrevocably donating the lot to the town as a public park, in which case we would lose any equity in the property, (see APPENDIX V). This opinion was presented to the group, and Wicker reported to the attorney that the group was not interested in donating the land to the town, and that they were willing to forego tax deductions for personal contributions.

As matters stood, every lot had equal equity in the Common Lot, but not everyone was willing to share in the expenses that might be incurred in developing the lot. After much debate and appropriate legal advice the ARTICLES OF INCORPORATION for the HIGHLAND WOODS RECREATION ASSOCIATION were approved by the membership. Incorporation was completed when they were filed with the NC Secretary of State on January 11, 1960. Ownership of a lot in Highland Woods automatically conferred ownership of the common lot regardless of the owner's participation or lack of participation in the Recreation Association. Sale of the lot would transfer the share of ownership of the common lot to the new owner. The By-Laws stipulated that voting rights would be limited to those who had paid their dues, and specified how a delinquent lot-owner could have voting rights restored (see APPENDIX VI for Articles of Incorporation and By-Laws of the Highland Woods Recreation Association).

Development of the Common Lot caused more divisiveness in the group than had any previous issue. At one end were a sizeable minority of lot owners who wished to sell the lot and distribute the profits, whereas at the other extreme were those who wished to follow the recommendations of the NC Recreation Commission to the letter. The greatest dissention arose over whether or not to include a swimming pool. It was finally decided that the risk of liability for the swimming pool was too great and the cost of insurance coverage prohibitive.

At its annual meeting on March 4, 1963 the membership voted to follow the recommendations of the Board of Directors. These included "1) A 9 to 12 foot fence across the back to provide a backstop for balls of all kinds at an estimated cost of \$400; 2). a multi-purpose asphalt court which could be used for tennis, volley ball, basketball, skating, hopscotch, (and hopefully, all other games which now take place in the street), at an estimated cost of \$1300; 3). equipment in the form of poles, nets, tether ball etc at an estimated cost of \$25; and 4) landscaping (ligustrum on the border between the Common Lot and Dr. Dobson's lot, grass on the open easement, hollies in the front woods) at an estimated cost of \$195-\$235. The total outlay proposed is estimated at \$1950". (from minutes prepared by the secretary, Anne Scott).

Deleted: ¶

Deleted: .

Deleted: ¶

Deleted: .

Deleted: ¶

At the time of this meeting there were 19 paid-up members. It was argued that raising the dues to cover these costs might be a hardship on some of our members and we wished to keep our paid-up membership as high as possible. It was decided to keep the dues at \$20/year and fund the remainder from voluntary contributions by families of the children who would be the greatest users of the playground, as well as by others who were willing and able to give additional sums of money. This program was highly successful and annual assessments have remained quite modest ever since.

Many of the lot owners in Highland Woods also contributed their share of "sweat equity" both during the annual work day and at other times as needed. The Schwabs, Scotts, Dobsons, and Haymans, in particular, have, over the years, contributed far more than their share towards keeping the Common Lot attractive and usable for its many purposes. The Common Lot has over the years proven to be a wonderful benefit to the children and grandchildren of Highland Woods residents.

CHAPTER 6: THE HIGHLAND WOODS COMMUNITY

ADDRESSING ENVIRONMENTAL CONCERNS

The Highland Woods Recreation Association, although organized for the sole purpose of administering the common lot, has functioned over the years as the official voice of Highland Woods in all matters that impacted our neighborhood. Since all of the land surrounding Highland Woods was (and is) owned by the University of North Carolina, a majority of our concerns have resulted from projected revisions in the use of this land.

Finley Golf Course:

When Highland Woods was settled we were almost completely surrounded by dense woods, which became the habitat of the many children living in the community. We, and particularly our kids, were devastated in June, 1979, when Mr. John Temple, the university vice-chancellor for business and finance, informed us that they wished to improve the golf course by extending it around the entire perimeter of Highland Woods. They would also convert the present holes bordering Mason Farm Road to playing fields for intramural sports. High intensity lighting would permit use of these fields after dark.

After numerous meetings with representatives of the University and athletic department we were successful in getting the University to give way on their plans for lighting the fields at night. Nevertheless, the trees were cut down, and many of the original settlers of Highland Woods still mourn the loss of our forest.

The University, however, was not through with tinkering with Finley Golf Course. In 1998 representatives from the University (Bruce Runberg, Jeff Elliott,

Formatted: Font: (Default) Arial, 12 pt, Not Bold, Albanian

Formatted: Justified, Indent: First line: 0"

Formatted: Font: (Default) Arial, Bold, No underline, Albanian

Formatted: Justified

and Jonathan Howes) requested a meeting with the Highland Woods Recreation Association to present a new ambitious plan to again revise the Finley Golf Course. They had employed the famous golf course architect, Tom Veazio, to completely redesign it and make it competitive with other world class golf courses. Eight million dollars had been budgeted "to do the job right". In addition, they planned a women's softball complex, complete with night lighting, on our northwest side behind the University Motel. The playing fields bordering Old Mason Farm Road would be likewise upgraded with 3 soccer fields and 2 softball diamonds. The soccer fields would also be used for la crosse. According to the new plans, the holes surrounding Highland Woods would be abandoned. We

were reassured, however, that the vacated holes would be well maintained, but they had only vague ideas concerning their possible uses. It was suggested that they might be used for practice holes or jogging trails.

Following this meeting, representatives from our association met with Mr. Jim Ward, an official of the NC Botanical Garden to discuss what interest, if any, the botanical garden might have in the vacated holes. Mr. Ward expressed considerable interest in creating an educational nature walk for children in this area. Although he had discussed this possibility with the Athletics Dept, funds were not available to implement such plans.

Formatted: Justified

In March, 1999, Runberg and Elliott again met with the HW Recreation Assn to report progress on the golf course. Our group cheered loudly when our guests announced that the women's softball complex, which had been planned as a near neighbor, was going to be built across the road in a section of the old Chapel Hill golf course that had been purchased by UNC. They stated that although there had been talk of transferring the vacated holes to the Botanical Garden to develop as a nature preserve, this transfer "had been indefinitely delayed". The vacated holes surrounding Highland Woods are therefore now growing weeds with no constructive use or even basic maintenance on the drawing board. The jogging trail was vetoed by our group when it appeared that the university planned to route it over easements on our properties.

The athletic department did, however, construct a graveled cross country trail around our perimeter. By their own admission the track was poorly constructed. Drainage was poor and left many stagnant pools of water after a rain. Some improvements were made after members of our group walked the trail with members of the athletic department.

The Ronald McDonald House:

The university assigned a strip abutting Old Mason Farm Road as a site for a future Ronald McDonald House. This house was designed to provide a home-like environment to house at modest cost the families of children receiving treatment at the NC Children's Hospital. The house was tastefully designed and over 20 bedrooms have been fully booked. In 2002 another dozen bedrooms were added. The Ronald McDonald House has proved to be an excellent

Formatted: Font: (Default) Arial, Bold, No underline, Albanian

Formatted: Justified, Indent: First line: 0"

Formatted: Justified

neighbor, and plans are now underway to construct a similar facility adjacent to the Ronald McDonald House for families of adult patients.

The Dangerous Intersection of Mason Farm Road with 15-501

One of the consequences of the Ronald McDonald House and expansion of athletic facilities has been steadily increasing traffic on Old Mason Farm Road. This has created dangerous traffic jams at the intersection with 15-501. The St. Thomas More School and Church on the other side of the road have compounded the problem. Eventually a traffic light was installed, probably due to a coalition of pressure from all affected constituencies.

Formatted: Font: (Default) Arial, Bold, No underline, Albanian

Formatted: Justified, Indent: First line: 0"

Formatted: Justified

The Electrical Substation:

The growth of the university has created increased demand for infrastructure. We were alarmed when the university announced that Duke Power intended to build an electrical sub-station on land that was part of the NC Botanical Garden along Old Mason Farm Road. We urged that the electrical substation be located on unused land behind the golf course and that electrical current be channeled to the university through underground conduits. The university and Duke Power argued that this would be too expensive, but that they would install berms and plantings to shield the station from view. When asked whether the electrical substation would grow as had the Cameron Avenue station, the reply was that they hoped not, and had no further expansion plans at that time. Although they have carried through moderately well with their commitment to hide the facility with berms and plantings, Duke Power is now planning a major expansion of the substation, and the Botanical Garden is greatly concerned over this further encroachment on the Garden.

Formatted: Font: (Default) Arial, Bold, No underline, Albanian

Formatted: Justified, Indent: First line: 0"

Formatted: Justified

The Sewage Disposal Plant

The Chapel Hill Sewage Disposal Plant antedated Highland Woods and was built by the university when it owned all of the town public utilities. OWASA took over the management of the plant after the university was forced to divest itself of Chapel Hill's Public Utilities. The rapid growth of Chapel Hill in recent years has placed an enormous strain on these facilities. Although the facility has enlarged to meet this demand, the plant has contributed offensive odors to our neighborhood. These odors particularly bother homeowners on our southeastern corner. OWASA has responded to our complaints and encouraged us to report all instances of offensive odors. New technology is being incorporated into future planning and we are gratified that our group is being listened to.

Formatted: Font: (Default) Arial, Bold, No underline, Albanian

Formatted: Justified, Indent: First line: 0"

Formatted: Justified

Summary:

In addition to the above major issues, the Highland Woods Recreation Association has successfully engaged many other issues affecting our community. We appeared before the Chapel Hill City Council to challenge an application to build a complex of movie theaters adjacent to the University (Best

Formatted: Font: (Default) Arial, Bold, No underline, Albanian

Formatted: Justified, Indent: First line: 0"

Western) Motel. We believe that our petition influenced the Council to deny the application.

In sum, we believe that our activism has always been respected by the university and our other neighbors because our causes have been pursued in a constructive spirit. The university has respected our viewpoint and often altered their own plans to accommodate our needs. At the same time, these issues have resulted in greater bonding and neighborhood spirit in our unique community.

Formatted: Justified

REMINISCENCES OF A BOY GROWING UP IN HIGHLAND WOODS by Richard Bierck

Formatted: Albanian

Formatted: Font: (Default) Arial, Albanian

Formatted: Normal, Justified, Level 1

My father always said that he had moved to Highland Woods for the well-being of my brother and me. Only after becoming an adult did I fully realize just how great it was for kids to grow up in the Highland Woods community. Ensnconced in a patch of woods between Finley Golf Course, 15-501 and the Glenwood School Property, the neighborhood was – and remains – a giant cul-de-sac, impervious to even the possibility of through traffic. Kids could get to know each other easily in this closed-off environment.

I was 10-years-old when my family built their home at 1019. Soon after moving in, I found there were several other boys my age (born in 1952): Dan R. Pollitt, Charlie Straughn, Tom Langenderfer among them. There were also several kids in the age bracket two years older, and in another bracket two years younger than myself and my contemporaries. My brother, Barnes (born, 1950), was among the older group, along with Judy Van Wyk, Claudia Harris, and Becky Scott. The younger group (born in 54, or thereabouts), included Peter Van Wyk, Stewart Schwab, David Scott, Phoebe Pollitt, Perky Van Wyk, Ditty Thibaut, Wendy Daniel, Ann Gulick, and Amy Langenderfer. There were, of course, myriad kids who were either older (e.g. Margaret Hayman and Steve Gulick) or younger (e.g. Donald Scott, Billie Daniel, Susie Pollitt and Tom Schwab) than those listed here, but my institutional memory is, of course, limited to those with whom I socialized the most. Of all the kids in the neighborhood, the smartest and best-looking were, of course, the two Bierck brothers, with the notable exception of Barnes!

The most important social venue for my peer group was the Common Lot, where one's status was directly commensurate with one's skill at basketball. (Hence, I had little status of my own.) Here, Charlie Straughn reigned supreme since whoever had Charlie on their team tended to win. When choosing sides, we typically equated one big kid (born, 1952, to two little kids (born 1954). As a result, David Scott and Stewart Schwab were typically on the same team. On occasion, Andy Scott would come down and play with us. He was always welcome as a team player and positive influence on good sportsmanship.

Deleted:

Another social hub for boys my age was the Pollitt's house, where Jean-Ann Pollitt was always smiling and quick to serve lemonade in the summer, hot chocolate in the winter, and her devastating chocolate chip cookies year 'round. Danny's father, Daniel H., would occasionally come in and wax eloquent on some recent Supreme Court decision between discussions of the Tar Heels during Dean Smith's heyday.

During summer evenings, there was a coeducational social hub known simply (for want of a more imaginative name) as "CLUB". Club was an impromptu nightly gathering of kids to play kick-the-can in different yards. It was a great way to end the day.

There were other venues including the rough on what used to be the fifth hole of Finley Golf Course (that is, before the university, in its curious wisdom, started denuding the surrounding woods to build new holes which they'd abandon several years later only to do it again). We'd play touch football – and sometimes, tackle with no equipment – in the rough in the late fall and winter, when there were fewer golfers to irritate.

Golfers always seemed pretty irritable. I remember watching them from the Pollitt's living-room windows. Some would fling their putters and utter all kinds of expletives when they failed to make puts they'd consider a sure bet. We had fun with the golfers, however. We were always searching for golf balls in the woods and creeks and other snaky places into which plaid-panted, English-leather-scented golfers dared not tread. If the balls had gashes in them, we played with them ourselves on summer evenings when we sneaked onto the course without paying. We'd sell intact balls to golfers for a pittance that seemed like a fortune to us. And we sold lemonade to golfers. One group of golfers jokingly suggested that I sell beer. When I offered to go and get some Budweisers out of our basement refrigerator, they took me up on it. Thus, my greatest early-life capitalist venture was born. I marked up the beer like a sporting concession stand and made good coin that afternoon. Of course, the night brought many angry phone calls, and my career as a beer distributor was cut short.

Another place of interest was the school path, which started either behind the Schwab's house (below the Common Lot), or behind the Scott's. It was an idyllic childhood indeed when you could walk less a half mile through the woods to school and back without seeing a car or a bus. Doubtless, this was one thing our parents had in mind when they purchased homes in the neighborhood. Along the way, there was a fabulous creek that, because of the environmental destruction of the golf course, is now a shadow of its former self. Anyway, we'd play in this creek, catching crayfish, and building small dams and generally accommodating our aquatic tendencies. I recall a tree-house near the creek that Charlie Straughn built with his precocious carpentry skills. It was located in an extraordinarily shady patch of woods off the path directly behind the Scott's house. Another image that sticks in my mind is a large depression in the bedrock-like bottom of the creek – one that I was firmly convinced was created by a dinosaur's foot.

As we all got older and went our separate social ways, we still convened annually at the Pollitt's house for their fabulous Christmas Eve gala. There, Daniel H. carved a Christmas ham that was served with biscuits and mustard. As the party wound down, some would head off to go caroling around the 'hood, accompanied by Judson Van Wyk on the trumpet. After caroling we gathered at the Haymans for hot chocolate.

So went summers and winters in Highland Woods, a great place for kids to grow up.

Formatted: Body Text, Justified, Indent: First line: 0.4"

Deleted: ¶

REMINISCENCES OF A GIRL GROWING UP IN HIGHLAND WOODS

Formatted: Font: (Default) Arial, Bold, Albanian

by Persis Allen (Perky) Van Wyk

The first thing that comes to mind when I remember my childhood in Highland Woods is a visual and sensual image of crouching in stinging nettles as I hid from playmates while playing Kick the Can on hot, itchy, sticky nights. We were blessed with a neighborhood full of kids and we gathered frequently in the evenings for "Club"—during which we would play a variety of games that involved some sort of hiding. Our wooded, hilly neighborhood provided great hiding spots. There were many wonderful aspects of the location of our neighborhood that afforded us kids plenty of opportunities for adventure and fun. We were surrounded by Finley Golf Course (where we loved to turn cartwheels and torment golfers), creeks, and woods. We were a quick bike ride away from the virtual wilderness of the Morgan Creek conservancy area. Many an hour was spent exploring and playing in the surrounding creeks and woods. One of our favorite spots was the creek in the woods between Highland Woods and Glenwood Elementary School. It had a great bridge and a moss-covered rock waterfall that we slid down—after we checked for the snakes that often lurked in the alcove at the bottom of the slide. Beyond the rock slide were what we called dinosaur tracks—round holes in the rocky bottom of the creek. We were lucky to have so many magical places to play and explore—and neighborhood friends to enjoy them with.

In addition to the hours spent playing outdoors, during the fall and winter we had other great kid-oriented activities led by neighborhood parents. At Halloween, Josie Stipe helped us write and produce a play, which after trick-or-treating, we would perform for the neighborhood in the Bierck's basement which was decorated as a haunted house. I remember feeling I never wanted to grow up and get too old for Halloween. The neighborhood camaraderie during holidays was special. At Christmas, we caroled and gathered at the Hayman's for cocoa. My dad played the trumpet accompanied by our dog, Joker. Another activity I remember well was Court. Our neighbor, Dan Pollitt, was a lawyer and he led us kids in creating a mock court case. Highland Woods also had a common lot with a paved area used for basketball, volleyball, and other sports. This was maintained by the neighborhood members. I know my brother spent many hours playing basketball there. This is another example of the many

wonderful opportunities for play that Highland Woods offered us kids. The neighborhood was separate from other streets, and the location, the many children, and the cooperation of neighborhood families made it an idyllic place in which to grow up.

Deleted:

APPENDICES TO THE SAGA OF HIGHLAND WOODS

APPENDIX I: Letter to Coker College Trustees explaining the composition and goals of the Chapel Hill Housing Group

APPENDIX II: Formal Bid to Trustees of Coker College to purchase 26 acres of the Coker Estate

APPENDIX III: List of original and subsequent owners of lots

APPENDIX IV: Recommendations of the NC Recreation Commission regarding the Common Lot

APPENDIX V: Letter from our attorney advising our organization to hold title to common lot

APPENDIX VI: Articles of Incorporation and By-Laws of the Highland Woods Recreation Association

APPENDIX I: Letter to Coker College Trustees explaining the composition and goals of the Chapel Hill Housing Group

STATEMENT OF THE PLAN TO USE THE 26 ACRE TRACT OWNED BY COKER COLLEGE AS HOMESITES FOR THE MEMBERS OF THE HOUSING GROUP

**From: The Chapel Hill Housing Group
To: The Trustees of Coker College**

I. General Nature of the Plan.

a. We are a group composed largely of faculty members in the lower ranks. We have joined together in an effort to solve our common housing problems. Through joint action we hope to obtain high quality housing to meet our needs at prices that we can afford. Almost all of us have children, relatively low incomes and a strong desire for housing that meets the needs of family size without sacrificing beauty, good design and quality of construction. We intend to create a well-developed neighborhood that will be one of the prides of the Chapel Hill community. Each of us is reluctant to build a house in a place remote from the community, or isolated in a neighborhood of differently situated families. We feel that in the proposed neighborhood, children will have playmates, wives will not be isolated, and the residents will be congenial and interesting neighbors to each other as our background and specializations are quite diverse although our incomes and family size are very similar. Present market prices in Chapel Hill for the sorts of houses we need and want are above an amount we can afford to commit ourselves to. Our other alternative is to buy in an already established housing development. This we hope to avoid because the prices of such houses seem to be much above their value, and because the other advantages described above cannot be secured in this way.

The purchase of the 26-acre tract of land owned by Coker College will enable us to accomplish our purposes by permitting each individual to achieve his housing goals with the most efficient utilization of the sum he has available for housing. This is not to suggest that people will attempt to put up minimum standard or cheap houses. On the contrary, the cost savings we envision will permit us to build the fine houses we wish to have. Savings are expected from the purchases of land before it has attached the profits of developers, and builders, and from economies on legal fees, contracting, architectural services, utilities, etc.

We wish to emphasize that we do not intend to sacrifice quality in any sense. The community we want to create will equal if not excel the finest residential sections of Chapel Hill. Architectural review, rigid

restrictions and careful planning will be used to guarantee the long-term integrity of the community. While some individuals will build individually, subject to the group's restrictions on the type and quality of their houses, other individuals will build in cooperation with one another and thus maximise (sic) some of the saving features of a single architect, a single contractor, financing provision, etc. In no event will houses resemble each other closely in exterior design because the group members have strong feelings of individuality and personal preferences.

b. The 26-acre tract of land owned by Coker College adjacent to Chapel Hill seems highly suitable for all our purposes. It is well-known that several objectives are taken into consideration in disposing of the Coker lands. The excellent pattern of development in much of Chapel Hill is a result of the application of these objectives to the needs of the University and the town. We believe our proposal is entirely consistent with all the objectives that have guided the disposition of property in the past. Specifically we wish to mention the following:

- (1) To encourage a sound and attractive pattern of development. As suggested above, ours will be a well-designed, attractive residential community. In view of the location of this land, it could scarcely be devoted to any other use than residential housing if the general character of the section is to be preserved. As a site for a group of Chapel Hill residents with many children it will also facilitate maximum use of the Glenwood Elementary School with a minimum of transportation expenditures.
- (2) To avoid speculation in land development. All of the land will be used by those in the group who will buy at cost plus basic improvements. No individual will be permitted to enter the group for speculative gain.
- (3) Architectural beauty and appropriateness. We shall impose careful restrictions on the size of houses, their external lines, and their spacing on the lots. Minimum lot sizes will be specified (not less than .6 acre) and we expect most lots to be larger. Road layout will be carefully done, and a great effort will be made to maintain the tree cover. We are all interested in as heavily wooded lots as possible.
- (4) To obtain realistic prices for the land purchased. We are not asking for a special price. If we can buy the land in its undeveloped form we believe we can achieve maximum economies in the ways mentioned above. Although our salaries are not high, we can pay the offered price and have

legally committed ourselves to do so through a trust agreement described below in section 2.

In what follows we shall try to show that our plan is sound and businesslike.

2. The Plan

a. Of the 26 acres, about 3-5 acres will be used up in roadway. Another acre may be reserved for playground space. This leaves approximately 20-22 acres for division into lots. We plan to carve out between 20 and 26 lots, depending on terrain and other considerations. They will range in size from 0.6 to 1.0 acres, with most tending toward the higher limit.

b. If our offer for this land is accepted, the trustees of our group (all of whom are members of the group) will have a survey of the land made. The lots will be priced, with prices depending on lot size, location and other factors. Each member of the group has signed a trust agreement wherein he legally commits himself to select a lot of his choice at that time and pay the price to the trustees. Choices will be made in terms of a set priority numbers that have been agreed to by each member of the group. Each member has been satisfied with his priority number and has signed the trust agreement.

c. The group members have empowered the trustees of the group to proceed with development of the land at an orderly pace if the offer is accepted. Development costs are to be assessed against individual members on the basis of a formula to be arrived at by the group's trustees.

d. When the time comes to develop the land, each member may elect to take either of the following actions:

- 1) pay his assessment for his share of the development costs; or**
- 2) join with other members of the group in getting financing for construction of individual houses that will permit financing of the development costs as well.**

e. It is in the second alternative that major cost savings are anticipated. If a number of individuals are ready to build, having used the same architect for some cost savings (but with individual plans and completely dissimilar houses) or having used different architects, those individuals may invite bids on the entire group of houses from reputable contractors. With a single contractor, the price for each house may be considerably lower than if each person let his own contract to a different contractor. With a number of houses to build at once, the contractor may

be able to offer a lower price due to his savings from more efficient utilization of labor, from buying building supplies in larger amounts, standardizing such materials as plumbing, heating, insulation, and by purchasing certain durable household goods (washing machines, etc.) in quantity. It may also be possible to take advantage of a common financing plan thereby saving on interest rates and related costs.

3. Administrative Organization of the Group

We believe that our experience as a group for the past six months in pursuit of land and in other activities has shown that we can function effectively as a group (sic) Of prime importance is the spirit of good will, compromise and flexibility which we believe the group already possesses. In addition the following agreed upon procedures will safeguard the group's abilities to solve their problems:

- a. The signing of a carefully drawn, legal trust agreement by all members.
- b. The delegation, in that trust agreement, of major decisions involving legal commitments to a group of four trustees selected from within the group itself. These decisions include matters of the land's development, deed restrictions, etc.
- c. Expert legal advice has been used by the group and will continue to be used.
- d. The continuing interest of each member of the group in the activities of the group since all activities concern everyone, and continued high participation by everyone in the affairs of the group.
- e. Continuous consultation and democratic representation of the feelings and opinions of the group by the trustees.

4. If any further information is desired about the group or its plans, we will be glad to supply it.

Trustees for the Chapel Hill Housing Group:

Robert E. Agger

Robert Gladstone

Harold Harris

John Kelton

APPENDIX II; Formal Bid to Trustees of Coker College to purchase 26 acres of the Coker Estate

Trustees of Coker College
c/o Dr. H.R. Totten
Chapel Hill, North Carolina

Gentlemen:

The undersigned, acting as Trustees under the terms of a trust agreement dated the 23rd day of May, 1956, entered into by various citizens of Orange County, North Carolina, and the undersigned as Trustees, herewith submit an offer of Fifty-one Thousand Dollars (\$51,000.00) for the acquisition of the following described tract of land:

BEGINNING at a stake located at the southwest corner of the Coker College property at its intersection with the easterly side of the right-of-way of U.S. Highway No. 15, said stake being located at the intersection of the South property line, bearing South 83° 10' East, a distance of about 20 feet from a concrete highway marker; and running thence South 83° 10' East 1,756.7 feet to an iron stake; thence North 19° 32' East 227 feet to an iron stake; thence North 8° 20' East 227.1 feet to an iron stake; thence North 26° 6' West 438.1 feet to an iron stake; thence North 53° 25' West 418.5 feet to an iron stake; thence South 85° 45' West 298.7 feet to an iron stake; thence South 40° 45' West 1,114 feet to an iron stake; thence North 83° 10' West 221.7 feet to the easterly side of the right-of-way of U.S. Highway No.15; thence along the Highway No. 15 right-of-way line to a stake, the place and point of BEGINNING, and containing 25 or 26 acres more or less, and being known as the Coker College Property, as more fully described on plat recorded in Plat Book _____, Page _____, Registry of Orange County, North Carolina.

There accompanies this offer a good faith bond in the amount of Two Thousand Five Hundred Fifty Dollars (\$2,550.00) representing five per cent (5%) of the proffered price for said tract of land.

The terms of this offer are as follows:

1. It is subject to acceptance at any time prior to 5:00 o'clock P.M., Eastern Standard Time, on the 20th day of June, 1956, by written notification to the undersigned Trustees by the Trustees of Coker College of the acceptance of this offer.

REST OF DOCUMENT IS MISSING

APPENDIX III: ORIGINAL AND SUBSEQUENT OWNERS OF LOTS

OWNERS OF OUTSIDE LOTS

First name at each address: Lot Owner when Highland Woods purchased

Names in **BOLD**: Builder of home on property

1002 Herbert and Elizabeth Fred

Dexter and Eula Watts

Alice Neebe

1004 John and Ann Thibaut

1006 John and Paula Kelton

Clifford and Betty Crandell

Jack and Nancy Bressingham

Malcolm and Sandy Forbes

1008 Jack and Barbara Sowter

Nelson and Patty Hairston

Robert and Cynthia Laurence

Mark and Bobbi Schumann

John and Sheryl Miller

Gary Richman and Gail Woods

1010 Robert and Betty Sager

John and Peg Parker

1012 James and Alice Ingram

1014 James and Alice Ingram

Charles and Mildred Erickson

Dennis and Suzie Ross

Reed and Kay Johnson

1016 Bob and Lessie Gladstone

William and Constance Straughn

Rex and Lisa Bartles

1018 Richie and Sara Bell

Dan and Jean-Ann Pollitt

1020 Judson and Persis Van Wyk

1022 Robert and Josephine Stipe

Charles and Linda Swisher

Nortin and Carol Hadler

1024 Warren Jake and Marie Peachee Wicker

1026 William and Jerry Daniel

Ed and Helen Ludwig

1028 Bob and Molly Agger

Andrew and Ann Scott

1030 John and Tan Schwab

1032 Common Lot

1034 Eugene and _____ Crawford

David and Joyce Dobson

1036 Paul and Isabel Smith

Marvin and Ann Rauchbach

_____ and _____ Pace

Edward Tostenowski

1038 Donald and Mary Helen Hayman

OWNERS OF INSIDE LOTS

First name at each address: Lot Owner when Highland Woods purchased

Names in **BOLD**: Builder of home on property

1007 Harold and Sheila Harris

Robert and Sassy Ney

Joseph and Mary Mathews

Bob and Melissa Porter

1009 Harold and Sheila Harris (merged with lot 1007)

1011 Harold and Joan Langenderfer

John and Gillian Cell

John and Dorothy Jones

Dwayne Tate and Ann Schwab

1013 Thomas and Charlotte Jeffrey

Bob and Mack Peck

| **1019** Harry and Peggy Pat Martin, Morton and Phylis Keller

Harold and Mary Ellen Bierck

1025 William and Alice Matthews

John and Margaret Cassel

Stanley and Carolyn Peele

Rex and Christine Page

1027 Bill and Lois Terrill

Billy Stewart and Joy Javits

1029 John and Margaret Gulick

Fred Hall and Luwanda Rainey-Hall

Deleted: ¶

**APPENDIX IV Recommendations of the NC Recreation Commission
Regarding the Common Lot**



**North Carolina Recreation Comission
Mansion Park Building**

Tel. Te4-3611 Ext. 7431

**Raleigh, N.C.
March 3, 1958**

**Highland Woods Community Recreation Area
Chapel Hill, North Carolina
Mrs. William A. Terrill, Chairman**

The following report by the North Carolina Recreation Commission is factual data and recommendations supplied in addition to the approximate scale drawing of the area of land owned by the families building their homes in this community development.

This area has been planned for the maximum use of available property. Arrangement of the facilities, on the property, are located to create functional use and cause a pattern of movement least likely to lead to accidents. Thought has been given to the providing of varied activity and maximum use by all ages and interests throughout the year.

Description of Community Area:

- Location -** Highland Woods community is located south of NC 54 and to the south of the elementary school property which adjoin NC 54; it ia immediately to the east of US 15 and 501.
- Size -** There are approximately 30 house lots arranged around and inside a circle road.
- Population -** It is estimated that the community population will approximate 125 adults and children.

Utilities - Natural gas, water, sewer and electricity are immediately available to the development.

Description of Recreation Area:

Location - It is located in the northwest corner of the community development. There is a house lot adjacent and to the northeast, street across the front (southeast, an easement strip and then another house lot to the southwest, and utility lines across the back (northwest).

Size - It is a typical house lot with boundary dimensions of: 172', 251', 233', and 110'.

Available - It is to be made available to those residing in this community as each have contributed their share of purchasing this property as a part of the total land acquisition.

Topography- The land rolls off toward the back of the area, from the road frontage, and drops at the rate of about one foot in every 10 feet.

Coverage- It is thickly covered with young hardwood. There should be little trouble clearing any areas needed to be opened to activity and facilities.

Subterrain -Although no soil borings have been made there is little evident of rock in the work on present house construction.

Committee desires recreation area to include:

Tennis court, picnic area, swimming pool, and apparatus for children and small tots.

**PLANNING OF THE
RECREATION AREA**

It is important to keep in mind that regardless of the priority placed on the development of each unit within the area each and everyone participating in the project should agree upon a basic plan of development. This plan should include all permanent activity areas and equipment.

Upon final agreement and adoption of the planned recreation area, it is suggested that each family be provided with a reproduction drawing of the area and a priority listing as to the way and when each unit would be

constructed or developed. Once the plan is adopted any change can be made upon written vote by 3/4 of the owners. Further, a plan for financing the area's development could be attached to the area drawing. It could include a breakdown of anticipated expenditures for each unit and the manner in which the money would be obtained to pay for the development,

Units - Not Listed In Priority

Tot Lot - This has been located adjacent to but back from the street with fencing, to the tennis court to its rear. Easily accessible, no need for tots to go to back of area out of view, fencing acts as safety factor: Equipment recommended (other than that normally found in family yard): Chair awing - 4 seat (Miracle), Hobby horse (Allen Herschell), 6 ft.slide, Exerglide swings -4 seat - 8 ft, high (Exerglide B4-8) and sand box, tricycle track combination.

Miracle Equipment Company, Grinnell, Iowa

Allen Herschell Company, North Tonawanda, New York

Exerglide Swings, 162 Maple Avenue, Corry, Pennsylvania

J. E, Burke Company, P, O, Box 986, New Burnswick, Indiana

American Playground Device Company, Anderson, Indiana

A street light for the limited evening use of this unit would be sufficient

Picnic Area - Approximately 15-20 Ft. have been left along the property line (easement strip side) to permit attractive landscaping and traffic movement to the rear of the lot to the picnic area. This corner and the land toward the swimming pool location could be developed into an area large enough to handle 24 seated at tables. Equipment recommended: commercial tables and ovens are recommended since they will be subject to group use and larger than tot play when not under the watchful eye like in one's own yard. The Mexico Forge, Mexico, Juniata Co., Penn, is the type of equipment suggested. Further, this unit should have its own drinking fountain and water spigot. We suggest the Frost Proof type where you do not have to be concerned with disconnecting or shutting off during winter months. Lighting of this unit should be separate so that it could be controlled individually,

Tennis Court - You will note that the plan, as drawn, indicates one tennis court. A dotted line indicates that land has been reserved for the construction of a second tennis court. It is located in a north-south

direction for day as well as night (lighted) use, This later area has been designated as the multiple-use area described below. Returning to the tennis court, this is an area which will require clearing of trees and undergrowth. We had tentatively planned that this area be graded by "cut and fill". However, since you have a quantity of dirt immediately available we recommend very little cut and fill to level this unit area. We recommend that you erect wing-end fencing - chain-link guage to withstand use and abuse, 12 feet high. There are many types of tennis court surface but concrete is one of the more practical surfaces to install when it cannot be guarded against use by other than tennis players and there is a minimum of maintenance. Its cost is approximately the same (slightly less) than grasstex or laykold surfaces. Clay courts will cost the same as concrete, over a period of 20 years, when one takes into account the amount of material and labor to maintain clay courts. It is difficult to obtain an asphalt (street type) mixture which will not break and crumble or "bleed" during hot summer weather.

Multiple-Use Area - We have stated that this could eventually become your second tennis court. However, this land should not remain unused and lie idle. We suggest that this unit be cleared and graded to the same level as the tennis court. This unit could retain an earth surface and be used for paddle tennis, basketball, volleyball, badminton and similar activity. All it would require in the way of equipment is posts, nets and game equipment required in games just indicated,

Swimming Pool - We recommend that a swimming pool be constructed which would contain a minimum of 1,200 square feet of water area. Possibly you would want to consider a "pear-shaped" type of pool which would permit the maximum of wadeable water. The diving area, permitting one to dive at a time, would be located at the small end of the pool area and equipped with a one meter board. We suggest that there be good deck area around the pool. There will be need for a filter room. In addition to this we strongly recommend a small storage room (chemicals, safety equipment and first aid supplies and rest rooms which could be used as dressing units as well as providing the area with toilet facilities. The area must be fenced and could be attractively landscaped. It might be noted that a 20 foot strip has been left in its natural state to provide for traffic to and from the pool as well as a natural screen to the house lot adjacent to the area. We recommend that as much of the area be left in its natural state.

Financing The Project

Although this must become a matter for the Committee to decide we would like to give you some idea as to what each unit will cost. It is as follows.

Unit	Construction – Equipment	Estimated cost
Tot Lot	Chair Swing – 4 seat	\$135
	Hobby Horse	200
	6 foot slide	160
	Sand Box – Tricycle Track	150
	Exerglide Swings – 4	200
		<hr/> 845
Picnic Area	Picnic Tables 94) \$50 ea.	200
	Ovens (2) 32 ea.	64
	Drinking Fountain	150
		<hr/> 414
Tennis court	Clear grade, fence, concrete	3 000
Multiple-Use Area	Clear-grade, posts, nets, equipment	300
Swimming Pool	Pool with 1,200 square feet, deck, filter house, fencing	10 000
Total Units Cost		<hr/> 14 259
Miscellaneous – Contingency		241
TOTAL COST		<hr/> 14 500

Based upon 29 families it would average \$500 per family. As stated previously our intention is to merely indicate what such a plan would require financially.

These are the recommendations by the North Carolina Recreation Commission based upon one meeting with the Committee Chairman who: provided us with a topographical map of the entire community area, walking over the area and taking pictures, discussion with the Chairman and her husband Mr. Terrill and Donald Hayman and basing judgment and recommendations on our experience with other recreation community projects,

**APPENDIX V: LETTER FROM OUR ATTORNEY ADVISING ON
ORGANIZATION TO HOLD TITLE TO COMMON LOT**

LAW OFFICES

BRYANT, LIPTON, STRAYHORN
& BRYANT

DURHAM, NORTH CAROLINA
111 Corcoran Street

VICTOR S. BRYANT
ROBERT I. LIPTON
RALPH N. STRAYHORN
VICTOR S. BRYANT, JR.

TELEPHONE 9-2051

GORDON BATTLE

July 16, 1959

**Mr. Jake Wicker
Institute of Government
Chapel Hill, North Carolina**

**Re: Chapel Hill Housing Group
Highland Woods Recreation Association**

Dear Mr. Wicker:

We have given some considerable thought to the proposals for the incorporation of a non-profit association to hold title to the common lot remaining in the Chapel Hill Housing Group Trust

There are many facets of this matter which require careful attention. It would be to the benefit of the owners of the remaining property in the development to have some sort of a corporation which would qualify not only as a non-profit corporation in order not to pay income taxes on its net income, if any, but also to have an organization which would qualify for tax deduction for any contribution made to it by the adjacent property owners.

It appears to me that it would be possible to form a park corporation which would own the property and have as its sole purpose the development of the property for use as a park by the general public in the community. Certainly, there would be no difficulty in having a corporation of this type qualify as a non-profit corporation and be relieved of income taxes by such qualification. The difficulty comes about in attempting to have the corporation qualify as an instrumentality to which contributions are tax deductible. The major difficulty with this type of organization would be that its assets once obtained could not revert to those who had made the contribution of such assets. If this type of corporation were organized, then when the trust transferred the title to this property to this corporation it would be my opinion that each of the property owners which have an interest in this trust could deduct on their personal tax returns their share of the market value of the property at the date of the transfer, such deductions being on the contribution section of their returns.

Before going to the trouble and expense of the preparation of a corporate organization along these lines, it seems that a basic premise must be determined; to-wit, whether or not the interested parties would be willing to forever place this property beyond redemption or whether they would forego the contribution deduction on their personal income tax and reserve the right to their pro rata share of any of the assets of the corporation which might remain in the event of its dissolution.

It is my opinion that this matter should be clearly presented to the group and let them reach their decision. When this decision is reached, we should then proceed to draw the necessary documents to carry out their purpose and intention.

I am going to have to be out of the city some several days., but this would give you the opportunity to discuss this with the members of the group, and if you will let me hear from you by the middle of next week, we will proceed promptly to carry out their intentions.

Sincerely yours,

BRYANT, LIPTON, STRAYHORN & BRYANT

By

Lipton

RIL/mc

Robert I. Lipton

m.c.

*Called on 7-27-59
and reported that group would
forego deduction on personal con-
tributions JW*

NOTE: The above handwritten note was written on the original document. It states:

"Called on 7-27-59 and reported that group would forego deduction on personal contributions. JW"

**APPENDIX VI Articles of Incorporation and By-Laws
The Highland Woods Recreation Association**

**ARTICLES OF INCORPORATION OF HIGHLAND WOODS RECREATION
ASSOCIATION**

We, the undersigned natural persons of the age of twenty-one years or more, do hereby associate ourselves into a non-profit corporation under the laws of the State of North Carolina, as contained in Chapter 55-A of the General Statutes of North Carolina, entitled "Non-Profit Corporation Act," and the several amendments thereto, and to that end do hereby set forth:

1. The name of the corporation is Highland Woods Recreation Association.

2. The period of duration of the corporation shall be perpetual.

3. The purposes for which the corporation is organized are:

To construct, maintain, and operate recreational and park facilities at 1032 Highland Woods, Chapel Hill, Orange County, North Carolina, exclusively for pleasure, recreation, and other non-profitable purposes. No part of the net earnings of this corporation shall inure to the benefit of any private shareholder. The facilities shall be operated for the benefit of the membership in accordance with the provisions of the Articles of Incorporation and By-laws adopted pursuant thereto.

4. The corporation is to have one class of membership, which shall be determined as follows:

a. The owner of each lot in the Highland Woods Subdivision of Chapel Hill, North Carolina, shall hold membership in the corporation by virtue of the ownership of each such lot. Any owner of more than one lot shall hold membership for each lot owned.

b. Membership in the corporation shall be a function of lot ownership, and a transfer of the ownership of any lot shall automatically vest membership in the new owner of the lot.

c. No member of this corporation shall be eligible to vote in any meeting of the corporation except as provided hereafter in Article 14 or to hold office in the corporation if he is delinquent in the payment of any assessments made under authority of the Articles of Incorporation and By-laws of the corporation.

Eligibility to vote and to hold office may be reestablished at any time by payment of all assessments due.

5. The Directors of the corporation shall be composed and elected as follows:

a. The Board of Directors shall be composed of the officers of the corporation and one (1) Director elected by the membership at its annual meeting, all of whom shall serve without compensation.

b. The Board of Directors shall have general management and control of the corporation, its business, property, and affairs, and shall exercise all powers of the corporation on behalf of its members; provided, however, the Board of Directors shall make no assessment for capital improvements unless at a duly called meeting of the membership such assessment is approved by two-thirds (2/3) of the members currently qualified to vote: provided further, the Board of Directors shall not have authority to mortgage the assets of the corporation or in any other manner incur debt in the name of the corporation in any amount in excess of Five Hundred and 00/100 Dollars (\$500.00).

c. The Board of Directors may call a meeting of the membership at any time.

d. The Board of Directors shall have power to fill a vacancy in any office or on the Board of Directors if such vacancy shall occur during a term of office.

e. A quorum of the Board of Directors shall be a single majority.

6. The officers of the corporation shall be composed and elected as follows:

a. There shall be a President, who shall preside at meetings of the Board of Directors and meetings of the membership, appoint committees, and have general charge and control over the affairs of the corporation subject to such regulations and restrictions as the Board of Directors shall from time to time determine.

b. There shall be a Vice President, who shall perform such duties as may from time to time be assigned to him by the Board of Directors. In case of the death, disability, or absence of the President, he shall be vested with all of the powers and perform all of the duties of the President.

c. There shall be a Secretary, who shall record the minutes of the meetings of the Board of Directors and of the members of the corporation, ~~see~~ to the correspondence of the Board of Directors, and have such further duties as may from time to time be assigned to him by the Board of Directors.

d. There shall be a Treasurer, who shall keep the funds of the corporation and shall disburse them on the order of the Board of Directors after such disbursement order has been entered on the minutes of the Board of Directors at a duly constituted meeting, and who shall have further duties as may from time to time be assigned to him by the Board of Directors. The Treasurer shall render a financial report to each meeting of the Board of Directors and to the annual meeting of the membership.

e. The officers of the corporation shall be elected for a term of one (1) year at the annual meeting of the membership and shall hold office until their successors are duly elected and qualified.

7. The annual meeting of the corporation shall be held and conducted as follows:

a. There shall be an annual meeting of the membership of the corporation which shall be held on the first Monday in March of each year at such place and hour as shall be designated by the Board of Directors. It shall be the duty of the Secretary of the corporation to notify the membership of the meeting at least ten (10) days prior to the date of the meeting.

b. Two-thirds (2/3) of the members who are currently qualified to vote, present or represented by proxy, shall constitute a quorum at any meeting of the corporation.

8. The address of the initial registered office of the corporation is 1028 Highland Woods, Town of Chapel Hill, County of Orange, State of North Carolina, and the initial registered agent of the corporation at such address is Andrew M. Scott.

9. The number of Directors constituting the initial Board of Directors should be five (5), and the names and addresses of the persons who are to serve as Directors until the first meeting of the corporation or until their successors are elected and qualified are :

NAMES

ADDRESSES

Andrew M. Scott	1028	Highland Woods, Chapel Hill, N.C.
William R. Straughn, Jr.	1016	Highland Woods, Chapel Hill, N.C.
Mrs. Barbara Sowter	1008	Highland Woods, Chapel Hill, N.C.
William A Terrill	1027	Highland Woods, Chapel Hill, N.C.
Harold Q. Langenderfer	1011	Highland Woods, Chapel Hill, N.C.

10. The names and addresses of all of the incorporators are:

NAMES		ADDRESSES
Herbert W. Fred	6	Hamilton Road, Chapel Hill, N.C.
Elizabeth Fred	6	Hamilton Road, Chapel Hill, N.C.
John W. Thibault	1004	Highland Woods, Chapel Hill, N.C.
Ann Thibault	1004	Highland Woods, Chapel Hill, N.C.
John Kelton		Davidson College, Davidson, N.C.
Paula Kelton		Davidson College, Davidson, N.C.
Jack Sowter	1008	Highland Woods, Chapel Hill, N.C.
Barbara Sowter	1008	Highland Woods, Chapel Hill, N.C.
Robert H. Sager	1010	Highland Woods, Chapel Hill, N.C.
Betty Sager	1010	Highland Woods, Chapel Hill, N.C.
James C. Ingram	1012	Highland Woods, Chapel Hill, N.C.
Alice Ingram	1012	Highland Woods, Chapel Hill, N.C.
William R. Straughn	1016	Highland Woods, Chapel Hill, N.C.
Constance Straughn	1016	Highland Woods, Chapel Hill, N.C.
C. Ritchie Bell		Sourwood Drive, Chapel Hill, N.C.
Sarah Bell		Sourwood Drive, Chapel Hill, N.C.
Judson J. Van Wyk	1020	Highland Woods, Chapel Hill, N.C.
Persis Van Wyk	1020	Highland Woods, Chapel Hill, N.C.
Robert E. Stipe	1022	Highland Woods, Chapel Hill, N.C.
Josephine Stipe	1022	Highland Woods, Chapel Hill, N.C.
Warren J. Wicker	56	Oakwood Drive, Chapel Hill, N.C.
Marie Wicker	56	Oakwood Drive, Chapel Hill, N.C.
William J. Daniel	1026	Highland Woods, Chapel Hill, N.C.
Jerry Daniel	1026	Highland Woods, Chapel Hill, N.C.
Andrew M. Scott	1028	Highland Woods, Chapel Hill, N.C.
Ann Scott	1028	Highland Woods, Chapel Hill, N.C.
John H. Schwab	1030	Highland Woods, Chapel Hill, N.C.
Tan Schwab	1030	Highland Woods, Chapel Hill, N.C.
David P. Dobson	1034	Highland Woods, Chapel Hill, N.C.
Joyce Dobson	1034	Highland Woods, Chapel Hill, N.C.

Paul Smith	1036	Highland Woods, Chapel Hill, N.C.
Isabel Smith	1036	Highland Woods, Chapel Hill, N.C.
Donald B. Hayman	1038	Highland Woods, Chapel Hill, N.C.
Mary Helen Hayman	1039	Highland Woods, Chapel Hill, N.C.
Harold J. Harris	1007	Highland Woods, Chapel Hill, N.C.
Sheila Harris	1007	Highland Woods, Chapel Hill, N.C.
Harold Q. Langenderfer	1011	Highland Woods, Chapel Hill, N.C.
Joan Langenderfer	1011	Highland Woods, Chapel Hill, N.C.
Thomas E. Jeffrey	1013	Highland Woods, Chapel Hill, N.C.
Charlotte Jeffrey	1013	Highland Woods, Chapel Hill, N.C.
Harold A. Bierck	1019	Highland Woods, Chapel Hill, N.C.
Mary Bierck	1019	Highland Woods, Chapel Hill, N.C.
William P. Matthews	117	Peabody Hall, University of North Carolina, Chapel Hill, N.C.
Alice Matthews	117	Peabody Hall, University of North Carolina, Chapel Hill, N.C.
William A. Terrill	1027	Highland Woods, Chapel Hill, N.C.
Lois Terrill	1027	Highland Woods, Chapel Hill, N.C.
John Gulick	1029	Highland Woods, Chapel Hill, N.C.
Margaret Gulick	1029	Highland Woods, Chapel Hill, N.C.

11, The facilities erected, organized, and maintained by the corporation shall be available only to the members of the corporation and their guests, exclusively, for pleasure, recreation, and other non-profitable purposes.

12. The By-laws of the corporation shall be established and adopted in the following manner:

a, After the approval of these Articles of Incorporation, a meeting of the membership of the corporation shall be called by the incorporators, and at such meeting, By-laws regulating the manner in which the affairs of this corporation are to be conducted shall be adopted upon approval of a majority of the members present and voting.

b. The membership of the corporation shall be notified of any proposed amendment to the By-laws by the Secretary at least ten (10) days prior to any meeting of the membership called for such purpose. No proposed amendment shall be adopted unless approved by two-thirds (2/3) of the members currently qualified to vote.

13. The Articles of Incorporation of this corporation may be amended in the following manner:

a. The membership of the corporation shall be notified by the Secretary of any proposed amendments to the Articles of Incorporation not less than ten (10) days and not more than thirty (30) days prior to a duly called meeting of the membership in which call there shall be specified the proposed amendment or amendments.

b. No proposed amendment shall be adopted unless approved by twothirds (2/3) of the members currently qualified to vote.

14. This corporation may be dissolved in the following manner:

a. Dissolution of the corporation shall be effected as provided by law; provided, however, the Board of Directors shall call a special meeting of the full membership in the event there shall cease to be at least twelve (12) qualified voting members of the corporation to discuss the advisability of dissolving the corporation; provided, further, that at such meeting all members of the corporation, whether delinquent in the payment of assessment or not, shall be entitled to vote on the question of dissolution.

b. Upon dissolution of the corporation, the assets of the corporation shall be distributed as provided by law; provided, however, that each member shall receive 1/26th of such assets as remain after such distribution of other assets is made as provided by law, it being the intent and purpose that no part of the net earnings shall inure to the benefit of any private shareholder.

BY-LAWS OF THE HIGHLAND WOODS RECREATION ASSOCIATION

ARTICLE I. PURPOSE

Section 1. These By-laws, adopted in accordance with the provisions of the Articles of Incorporation of the Highland Woods Recreation Association, are to further regulate the conduct of the affairs of the corporation for the benefit of the membership.

ARTICLE II. ASSESSMENTS

Section 1. It is anticipated that not all members of the corporation will wish to maintain voting memberships at all times. It is the purpose of Section 2 below to allow a majority of the membership to effect the purposes of this corporation without expense to those members who do not wish to participate and to provide for later participation of such members with equity in the payment of past assessments.

Section 2. The Board of Directors shall have authority to assess the membership for all expenses of the corporation in accordance with the following provisions:

(a) The Treasurer shall establish and maintain a separate account for each membership. There shall be a membership for each of the twenty-six (26) lots in the subdivision.

(b) All assessments by the Board of Directors shall originally be made equally against all twenty-six (26) memberships, and all such assessments shall be charged on the account of each membership.

(c) If at any time one or more memberships become delinquent in the payment of assessments, and if a majority of the then voting members agree, the Board of Directors may make an additional and supplementary assessment of the voting members as necessary to obtain the total original sum assessed.

(d) The voting rights of any membership may be re-established at any time by the payment of all assessments due plus interest computed at the rate of five (5) per cent per annum.

Amended 3/7/66: "provided, in the event that the membership of a lot is changed, the new owner may become a voting member by paying all current assessments, and shall not be responsible for any delinquent assessments of the previous owner or owners. Provided further, all delinquent assessments of any previous owner or lot prior to the distribution of any assets upon dissolution of the corporation". {Note: The above amendment was handwritten on the original document.}

(e) Upon receipt of any delinquent assessment plus interest, the Board of Directors shall cause the sum to be credited to the accounts of the voting membership who have made payments in excess of the sum of all original assessments.

ARTICLE III. RULES

Section 1. Robert's Rules of Order in accordance with the last published edition shall control proceedings in any meeting held by the Board of Directors or by the membership of this corporation, unless in conflict with the Articles of Incorporation or Bylaws, and in the latter case the Articles of Incorporation or Bylaws shall control.

Section 2. The Board of Directors shall not solicit proxies on any question to be placed before the membership.

ARTICLE IV. AMENDMENTS

Section 1. These By-laws may be amended at any time by the membership as provided in the Articles of Incorporation of the corporation.