

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR CONSERVATION SPACE WITHIN
A CONSERVATION SUBDIVISION

Prepared by and RETURN TO: Eric W. Hinson, 1709 Legion Road, Ste 229, Chapel Hill, NC 27517

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR CONSERVATION SPACE WITHIN A CONSERVATION SUBDIVISION, (hereinafter referred to as the "Declaration"), is made this the ____ day of _____, 20____ by **Griffith Capital, L.L.C.**, a North Carolina limited liability company, (hereinafter referred to as the "Declarant");

WITNESSETH:

THAT WHEREAS, Declarant is the owner and developer of that certain tract of real property containing 128.39 acres, more or less, located in Baldwin Township, Chatham County, North Carolina, said tract known as Pyewacket Conservation Subdivision, (hereinafter referred to as the "Subdivision") and more particularly shown on that certain map and survey recorded in Plat Slide _____, Chatham County Registry, (hereinafter referred to as the "Subdivision Plat");

WHEREAS, the Subdivision, as set forth upon the Subdivision Plat, meets the definition of a "Conservation Subdivision" as set forth in the Chatham County Subdivision Regulations;

WHEREAS, the Chatham County Subdivision Regulations require that a portion of the Subdivision be designated and retained as "Conservation Space" and that the same be held and protected in perpetuity;

WHEREAS, the proposed Conservation Space for the Subdivision is designated and depicted upon the Subdivision Plat; and

WHEREAS, Declarant desires to hold and protect the Conservation Space in perpetuity.

NOW, THEREFORE, the Declarant hereby submits and declares that the Conservation Space, as designated and depicted on that certain map and survey entitled “Pyewacket Conservation Subdivision” and recorded in Plat Slide _____, Chatham County Registry, shall be hereafter held, conveyed, encumbered, used, occupied, improved, sold, mortgaged, and otherwise conveyed subject to the rules, regulations, restrictions, covenants, conditions, uses and obligations set forth in this Declaration. All such rules, regulations, restrictions, covenants, conditions, uses and obligations are to run with any part, portion or lot within the Pyewacket Conservation Subdivision and be a burden on and a benefit to any and all parties that now have or shall hereinafter acquire any right, title or interest in any part, portion or lot within the Pyewacket Conservation Subdivision.

1. Recitals. The recitals set forth above are true, accurate and incorporated herein by reference.

2. Regulations. The terms and obligations for Conservation Subdivision(s) and Conservation Space(s) as set forth in Section 7.7 of the Chatham County Subdivision Regulations are incorporated herein by reference, (hereinafter referred to as the “Regulations”).

3. Purposes. The purposes of this Declaration is to designate and depict the Conservation Space for the Subdivision; to subject the Conservation Space to the terms and obligations of the Regulations; and, the ensure that the Conservation Space is held and protected in perpetuity in accordance with the terms and obligations of the Regulations.

5. Use Restriction. The use and occupancy of the Conservation Space shall be restricted. No use or occupancy of the Conservation Space shall be in a manner that violates the Regulations. Portions of the Conservation Space shall be designated as “Open Space” or “Natural Space” as those terms are defined by the Regulations. The Conservation Space shall constitute a portion of the “Common Area” as that term is defined in the Declaration of Covenants, Conditions and Restrictions for Pyewacket Conservation Subdivision recorded in Book ____, Page ____, Chatham County Registry. The Conservation Space shall be managed in accordance with the Management Plan set forth as Exhibit “A” and incorporated herein by reference. The Conservation Space shall be managed by the Pyewacket Conservation Subdivision Homeowners’ Association, Inc. or such other homeowners’ association as designated by the Declarant, and their respective successors and assigns.

6. Additional Declarant Rights. Nothing in this Declaration shall prohibit the Declarant, its successors or assigns, from holding, conveying, encumbering, using, occupying, improving, selling, mortgaging, or otherwise dealing with all or any portion of the Subdivision, including the Conservation Space; provided that the same shall be subject to and subordinate to this Declaration.

7. Binding Effect and Jurisdiction. The covenants and restrictions contained in this Declaration shall be perpetual; shall run with the land; and, shall be binding upon the Declarant and its successors and assigns and shall be interpreted insofar, as is possible, in accordance with the laws of the State of North Carolina.

8. Severability. It is expressly understood and agreed that in the event of any one or more of the provisions of this Declaration shall be invalid, illegal or unenforceable, the offending provision shall be modified so as to be valid, legal and enforceable but only so much as to most nearly

retain the intent of the parties. The non-offending portions of this Declaration shall remain in full force and effect.

9. Modification and Waiver. Any amendment, modification or termination of this Declaration by the Declarant or its successors or assigns shall only be effective with the express written consent of Chatham County, which may be withheld in the County's sole and absolute discretion. Any said amendment, modification or termination must be made in writing in recordable form and recorded with the Chatham County Register of Deeds to become effective. The failure of any party to insist upon strict performance of any of the provisions of this Declaration shall not be construed as a waiver of any subsequent default of the same or similar nature.

10. Captions and Pronouns. The captions or paragraph headings are for convenience and ease of reference only and shall not be construed to limit, modify or alter the terms of this Declaration. The use of any gender shall be deemed to refer to the appropriate gender, whether masculine, feminine or neuter, and the singular shall be deemed to refer to the plural where appropriate, and vice versa.

11. Authority. Any individual signing this instrument on behalf of a corporate entity warrants and represents that (s)he has the authority to act and bind said entity to the terms and conditions of this instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has duly executed the foregoing as of the day and year first above written.

Griffith Capital, L.L.C.

By: _____(Seal)

STATE OF NORTH CAROLINA, COUNTY OF _____ } ss:

I, _____, a Notary Public of the State of North Carolina, County of _____, do hereby certify that _____, personally appeared before me this day and acknowledged that (s)he is a Member(s) and Manager(s) of **Griffith Capital, L.L.C.**, a North Carolina Limited Liability Company and further acknowledged the due execution of the foregoing and annexed instrument on behalf of the said limited liability company.

Witness my hand and official seal, this the _____ day of _____, 20_____.

(Official Seal or Stamp)

Notary Public
My Commission Expires: _____

EXHIBIT "A"

MANAGEMENT PLAN

Introduction

Below is the Management Plan (the "Plan") for the Pyewacket Conservation Subdivision, (the "Subdivision"), as shown on that certain map and survey recorded in Plat Slide _____, Chatham County Registry.

The Subdivision will be developed as a Conservation Subdivision pursuant to Section 7.7 of the Chatham County Subdivision Regulations (the "Regulations"). The Subdivision contains 128.39 acres, more or less. At least forty percent (40.00%) of that amount [51.3 acres, more or less] shall be designated and preserved as "Conservation Space", as that term is defined in the Regulations. Up to twenty percent (20.00%) of the said Conservation Space [10.2 acres, more or less] acres may be designated and used as "Open Space", as that term is defined in the Regulations and the remaining acreage (not less than eighty percent (80.00%)) [41.10 acres, more or less], is required to be designated and used as "Natural Space", as that term is defined in the Regulations.

The Conservation Space shall constitute a portion of the "Common Area" as that term is defined in the Declaration of Covenants, Conditions and Restrictions for Pyewacket Conservation Subdivision recorded in Book ____, Page ____, Chatham County Registry. The Conservation Space shall be managed by the Pyewacket Conservation Subdivision Homeowners' Association, Inc. or such other homeowners' association as designated by the Declarant, and their respective successors and assigns.

Management Plan

The Conservation Space within the Subdivision will not be developed except for uses (or improvements) as allowed under section 7.7D of the Regulations. The Natural Space will be subject to timber management in accordance with a forestry management plan to be developed by a North Carolina registered forester. The Open Space will likely accommodate possible active recreation area(s); trails; and, utilities.

- (1) As set forth above, the Conservation Space will be maintained by homeowners' association and regulations or guidelines as set forth in the Declaration of Covenants, Conditions and Restrictions for Pyewacket Conservation Subdivision, (the "Covenants").
- (2) Costs associated with maintenance of the Conservation Space will be borne by the homeowners' association (or the Declarant until such time as the homeowners' association is funded and operational). The Covenants will establish mechanisms for ordinary and special assessments for maintenance of the Conservation Space. To the extent a portion of the Open Space may be used for utilities, the facilities and infrastructure associated with the same will be maintained the homeowners' association and/or an appropriate utility entity. In such case, the Open Space will also be subject to easements in favor of the appropriate utility entity for installation, maintenance, repair, replacement and upkeep of the infrastructure.
- (3) The Covenants will provide mechanisms and criteria for enforcement of this Plan.
- (4) Prior to grading of any developed area, the boundaries of the Conservation Space will receive protective fencing as contemplated by the Regulations.