

DECLARATION OF COVENANTS AND RESTRICTIONS –
CONSERVATION SPACE WITHIN THE JORDAN RETREAT
CONSERVATION SUBDIVISION
(TRACT NOS.: _____)

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (“**Restrictive Covenant**”), is made on this _____ day of _____, 2023_ by _____, a North Carolina limited liability company (the “**Declarant**”);

WITNESSETH:

THAT WHEREAS, the Declarant is the developer of Jordan Retreat Conservation Subdivision, located in _____ Township, Chatham County, North Carolina (“the **Subdivision**”);

WHEREAS, the Subdivision is a Conservation Subdivision within the meaning of the Chatham County Subdivision Ordinance (the “**Ordinance**”);

WHEREAS, the Ordinance requires that a certain amount of “Conservation Space” be retained within the Subdivision and that the same shall be protected in perpetuity by a binding recorded legal document; and

WHEREAS, in this Phase 1 of the Subdivision the Declarant desires to designate the real property described in Exhibit "A" (which constitutes approximately +/- _____ acres out of the total of +/- _____ Conservation Space, the balance of which Conservation Space is to be dedicated in a later phase or phases) attached hereto (hereinafter, the “**Conservation Space**”), as Conservation Space pursuant to the Ordinance and protect the Conservation Space in perpetuity through the recordation of this Restrictive Covenant;

NOW THEREFORE, the Declarant hereby unconditionally and irrevocably declares that the Conservation Space shall hereafter be held, used, and conveyed subject to the following restrictions, covenants and conditions, which shall run with the title to the Conservation Space and shall be binding on all parties that now have or hereafter acquire any right, title, or interest in the Conservation Space and all persons who enter upon and use the Conservation Space.

1. **Purposes.** The purposes of this Restrictive Covenant are to prevent any use of the Conservation Space that will violate the current terms of the Ordinance, the provisions of which are incorporated herein by reference.

2. **Enforcement.** The covenants and restrictions contained in this Restrictive Covenant shall be perpetual, shall run with the land, and shall be enforceable by the Declarant and _____ HOMEOWNERS ASSOCIATION, INC. (the "Association"), their respective successors, successors-in-title and assigns, and by Chatham County, North Carolina.

3. **Restrictions on Use.** No portion of the Conservation Space shall be used in a manner that violates the Ordinance or any other regulation imposed by Chatham County, North Carolina. The Conservation Space shall be comprised of both Open Space and Natural Space, as those terms are defined in the Chatham County Subdivision Ordinance and in the Chatham County Conservation Subdivision Guidelines. Open Space allows amenities such as recreational uses and some non-intrusive common uses (e.g. when land application is not the preferred means of wastewater disposal, community septic systems are allowed in Open Space areas). Areas designated as Open Space may include both passive and active amenities. Examples of allowed uses within the Open Spaces include but are not limited to: green space both natural and landscaped, detention areas, trails, lakes, pavilions, benches, outdoor cooking facilities, and active recreational facilities such as ball and soccer fields, playgrounds, similar facilities and construction of any or all of the above. Natural Space is unimproved land in its naturally occurring state, or preserved to regenerate in its naturally occurring state, unaltered by human activity, and preserved to maintain or improve the natural, scenic, ecological, cultural, hydrological, or geological values of an area. Without limiting the generality of the foregoing, the following are specifically prohibited within the Natural Space:

(a) use of any motorized vehicles, except as may be authorized by the Declarant or the Association for purpose of performing maintenance in accordance with the Conservation Space Management Plan approved by Chatham County; and

(b) roads, parking lots, and impervious surfaces, except as are shown on an approved plat or as may be installed by the Declarant or the Association to provide access to portions of the Conservation Space used for active recreation uses in accordance with the Ordinance.

4. **Maintenance of Conservation Space.** The Conservation Space shall be maintained and preserved as provided in Section 7.7 of the Ordinance. The Conservation Space shall be "Common Area," as that term is defined in the Declaration of Covenants, Conditions and Restrictions for Jordan Retreat, recorded in Book ____, Page ____, *et seq.*, in the Office of the Register of Deeds of Chatham County, North Carolina, and shall be maintained by the _____ Association, Inc., its successors and assigns.

5. **Additional Rights of Declarant.** No provision of this Restrictive Covenant shall be construed to impair the ability of Declarant, its successors or assigns, to convey the Conservation Space subject to this

Restrictive Covenant or to use the Conservation Space for collateral for borrowing purposes, provided that any mortgage or lien arising from any such loan shall be subordinated to this Restrictive Covenant. Any deed to secure debt, deed of trust, or mortgage affecting any portion of the Conservation Space shall at all times be subject and subordinate to the terms of this Restrictive Covenant, and any party foreclosing any such deed to secure debt, deed of trust, or mortgage, or acquiring title by deed in lieu of foreclosure, shall acquire title subject to all of the restrictions and covenants of this Restrictive Covenant.

6. **Amendment.** This Restrictive Covenant may be amended or modified by Declarant or its successors or assigns with the express prior written consent of Chatham County, which consent may be withheld in the County’s sole and absolute discretion; provided however that Declarant may unilaterally amend this Declaration without the express prior written consent of Chatham County for the sole purpose of amending Exhibit A hereto in order to add property to the Conservation Space in accordance with approved phasing of the Subdivision. It is the intent of this instrument to permanently maintain and protect the Conservation Space as provided in the Ordinance.

7. **Interpretation.** This Restrictive Covenant shall be construed and interpreted under the laws of the State of North Carolina. Any ambiguities herein shall be resolved so as to give maximum effect to the purposes of this Restrictive Covenant.

8. **Severability.** If any covenant or restriction of this Restrictive Covenant is found to be invalid, the remaining provisions of this Restrictive Covenant, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument the day and year first above written.

Declarant:
_____, a North
Carolina limited liability company

By: _____
Name: _____
Its: _____

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

I, _____, a Notary Public in and for _____ County, North Carolina, certify that _____ personally came before me this day and acknowledged that ___ is _____ President of _____, LLC, a _____ limited liability company, and that by authority duly given and as the act of said limited liability company, she executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal, this ____ day of _____, 20__.

(Official Seal)

_____, Notary Public

My Commission Expires: _____

EXHIBIT "A"

Conservation Space

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in _____ Township, Chatham County, North Carolina, and being more particularly described as "Conservation Area #1" (+/- _____ acres) and "Conservation Area #2" (+/- _____ acres) on that certain Final Subdivision, Easement and Right-of-Way Dedication Plat of Jordan Retreat for _____ LLC recorded on _____, 202_, at Plat Slide ____ - _____, as Instrument No. _____, in the office of the Register of Deeds of Chatham County, North Carolina, as such plat may be revised from time to time.