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REBA G. THOMAS  
REGISTER OF DEEDS

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INSTRUMENT # 02618

BOOK 1161 PAGE 838

Prepared by and Return to: Cynthia Sax Perry, P. O. Box 147, Pittsboro, NC 27312

**NORTH CAROLINA COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
CHATHAM COUNTY THE REPRIEVE**

**THIS INSTRUMENT**, made and entered this the 2nd day of March, 2005, by **BLUE HEEL TERRITORIES, LLC**, (hereinafter referred to as "Declarant"), owners of the following described property:

**BEING ALL** of Lots one through seven as shown on that plat and survey entitled "THE REPRIEVE," by Iambic Surveying, dated November 11, 2003, with various revision dates the latest being 1/20/2005, and recorded in the Office of the Register of Deeds, Chatham County, North Carolina at Plat Slide 2005-45 (hereinafter referred to as the "Subject Property").

**AND WHEREAS**, the said Declarants desire to subdivide, develop and market the Subject Property as exclusive single-family residential property;

**AND WHEREAS**, the said Declarants desire to make the Subject Property an attractive, desirable residential development according to the standards best suited to the location, conditions, and circumstances of the Subject Property;

**NOW, THEREFORE**, the said Declarants do hereby adopt the following restrictions to apply to the Subject Property:

**1. SINGLE FAMILY HOMES**

All lots in the Subject Property shall be known and described as single-family residential lots and shall be used for single-family residential purposes only (hereinafter referred to as "Residential Lots"). No structures shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) detached single-family residential dwelling not to exceed three (3) stories in height, a private garage and other out-buildings incidental to residential use of the Residential Lot, which structures must be approved in writing by the Architectural Review Committee named herein below. An additional cottage of 1,000 square feet is permissible if in accordance with Chatham County guidelines.

**2. COMMERCIAL PROPERTY**

No shops, stores, factories, places of business, or business houses of any kind shall be erected, suffered, or licensed to exist on the Subject Property. In addition, no hospital, asylum or institution of like or kindred nature shall be erected, suffered, or licensed to exist upon the Subject Property. Nothing herein shall exclude a resident from operating a home-based arts and crafts shop or a home-based business as long as there is no retails sales on premises and there is no more than one employee working with the homeowner(s).

**3. SETBACK REQUIREMENTS**

In no event shall any structure be located on any Residential Lot closer than 100 feet from the 20' trail easement surrounding the Lake, nor closer to the side lot lines than stated in the applicable Chatham County Zoning Ordinances; and further provided that all corner

properties shall be controlled by a twenty-five (25) foot setback from all boundary lines except wherein the applicable Chatham County Zoning ordinances requires a greater setback. Any animal lot or pen shall be set back 50' from all boundary lines.

**4. MINIMUM HOUSE SIZE**

Each residential dwelling constructed on a Residential Lot shall have a minimum heated floor space of 2000 square feet for a one story, and 2400 square feet for a two story, without restriction on the size of each floor. In determining the square footage of any residential dwelling, all carports, garages, attached one bedroom apartments, storage houses, unfinished attics, basements, and unenclosed porches shall be excluded and shall in no way be included as a part of square footage for such residential dwelling.

**5. FURTHER SUBDIVISION**

No Residential Lot may be divided, subdivided or resubdivided into smaller lots without the written consent of the Declarants, their successors, and assigns.

**6. NUISANCE**

No noxious or offensive trade shall be carried on nor shall anything be done on or about the subject property that shall be or become an annoyance or nuisance to the neighborhood. No property owner shall allow any pet(s) to become an annoyance or nuisance either by making noise or in the general conditions of their animal pen, fencing or habitat.

**7. TRAILER HOMES**

No trailer, basement, tent, shack, garage or other outbuildings erected on a residential lot shall at anytime be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No travel trailers, boat trailers, or trailers of any description will be permitted on the subject property unless parked upon a residential lot within an enclosed storage area or area screened from streets and adjacent property owners. No house trailer, travel trailer, shack, shed, or any other structure of a temporary nature, shall be placed upon a residential lot.

**8. ABANDONED AUTOMOBILES**

No automobiles or trucks without valid current North Carolina license plates shall be permitted upon the subject property, unless said automobiles or trucks are kept in an enclosed storage area to the rear of a residential dwelling on a residential lot; it being the intent of this covenant to prevent unused or abandoned vehicles upon the subject property and to prevent the unsightliness of same. All permitted vehicles shall be parked only in garages or driveways serving a residential lot.

**9. FENCING**

All fences and walls shall be architectural extensions of the residential dwelling and shall be composed of materials and/or colors to complement the residential dwelling or other structures located on the residential lot.

**10. ROAD MAINTENANCE AND POND AGREEMENTS**

**(a) ROAD MAINTENANCE AGREEMENT:** Lots #1-5 shall be subject to road maintenance provisions. Lots #6 and 7 have frontage on the Laura Johnson Road and shall not be subject to road maintenance provisions. Lots #1-5 shall share periodic maintenance of the private roadway called Choice Trail. These five lot owners shall form an organization which shall provide for oversight and maintenance of the roadway called Choice Trail, and shall meet at least annually to assess the needs of the roadway, to allocate funds from the Reprieve Road Maintenance Fund, and to assess additional maintenance funds for any extraordinary maintenance issues. In the event of disagreement between the members of the road maintenance organization, the parties agree to resolve differences by mediation rather than litigation.

The following sums shall be due and payable by the owners of Lots #1-5 for Road Maintenance: two hundred dollars (\$200.00) as an upfront fee when the lot is purchased; and two hundred dollars (\$200.00) per year in regular annual assessments. The regular annual assessments shall be due and payable regardless of whether the lot is improved. All roadway assessments shall be due and payable within thirty (30) days after notice of assessment and shall become a lien against the lot if not paid within sixty (60) days after notice. All liens for road maintenance shall be subordinate to the lien of the owners' mortgage.

**(b) POND AND DAM MAINTENANCE:**

The Pond and Dam Area shall encompass the pond site as shown on the above referenced plat, along with a twenty (20) foot trail easement. Initially, this area will be managed and developed by the Declarant. However, after all lots have been sold by the Declarant, an easement over this Pond and Dam Area shall be conveyed to a Homeowners Association, which Homeowners Association shall then be responsible for the pond/dam maintenance and insurance thereafter. Each lot shall have one vote within such Homeowners Association. All lots within The Reprieve shall be assessed a \$200.00 annual fee for the maintenance of the pond and dam, and for stocking fish in the pond. An additional sum of \$100.00 shall be assessed for pond liability insurance premiums for all lots.

**11. BILLBOARDS**

No signs or billboards of any description shall be displayed on the Subject Property with the exception of a "For Sale" sign, which sign shall not exceed nine (9) square feet in size and which may only be placed on the Residential Lot which is advertised for sale.

**12. CONCRETE BLOCK STRUCTURES**

No cement, solite, concrete block or similar block shall be used in any exposed exterior wall in any residential dwelling or other structure on a Residential Lot. Only stucco, brick, stone, fiber cement, brick veneer, log, brick and frame, frame, or vinyl siding shall be used for such exposed exterior walls.

**13. OWNERSHIP OF SUBJECT PROPERTY BY GOVERNMENT**

In the event that any governmental agency, whether the same be Chatham County, the State of North Carolina, or the United States of America, or any political subdivisions thereof, obtains title to any part of the Subject Property, either by way of conveyance or by way of condemnations, then and in such event, these covenants shall be null and void as to the part of the Subject Property so taken and shall not be binding upon said governmental agency so long as said governmental agency is the title owner. However, any and all other properties not acquired by said governmental agencies shall continue to be bound by these restrictive covenants. In addition, should any said governmental agency ever transfer any right, title or interest to any non-governmental entity, then in that event, these covenants shall be binding upon such subsequent owner.

**14. PROHIBITION OF CERTAIN ANIMALS: KEEPING OF HORSES**

No swine, livestock, fowl or poultry of any kind shall be raised, bred or kept on the Subject Property, except that dogs, cats, and other domesticated household pets may be kept in reasonable number, provided they are not kept, bred, or maintained for any commercial purpose. Dogs must at all times be kept under the control of the owner and not allowed to roam at large in the development. Alpaca, goats and llamas shall be permitted. However, the total number of animals housed on any given lot may not exceed eight (8) in number, regardless of breed or combinations of those permitted above.

After sufficient pasture has been established for a period of one (1) year and after construction of an appropriate barn or lean-to or other structure for the housing, feeding and water of animals, any lot owner may have horses on their lot, subject to the following restrictions: on Lots #1, 2, 3, 4, 6, and 7, there may be a maximum of two (2) horses; for Lot #5, there can be a maximum of four (4) horses. No horses shall be allowed in the pond or on the dam areas, and the fencing for such pastures shall be ten (10) feet back from the 20' Trail

Easement surrounding the pond. The owner(s) of Lot #5 shall be required to keep the lot in pasture, even if there are no horses pastured or kept on the lot.

**15. STORAGE TANKS**

No underground fuel or chemical storage tanks, except propane, shall be permitted on the Subject Property. Spill containment measures in accordance with the applicable State, Federal, and Local regulations must be complied with for any above ground fuel or chemical tanks and any such tank shall be screened from streets and adjoining lots.

**16. NEW CONSTRUCTION**

Only construction of a new residential dwelling shall be permitted on a Residential Lot. No other structure converted into a residential dwelling, garage, or outbuilding shall be permitted. In addition, no modular, manufactured, or trailer home may be moved onto, placed, assembled, or otherwise erected onto the Subject Property. No mobile homes, manufactured homes, nor modular homes may be built on lots herein described. Once construction has commenced on new construction, the lot owner and contractor shall use their best continuous efforts to complete construction within 12 months.

**17. ENFORCEMENT OF COVENANTS**

Upon violation of or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning a Residential Lot or the Declarants to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him from so doing or to recover damages, other dues, and to require the specific enforcement of said covenants for such violation.

**18. MAINTENANCE OF RESIDENTIAL LOTS**

It shall be the responsibility of the owner of each Residential Lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Residential Lot. No Residential Lot shall be used, in whole or part, for the storage of anything that will cause such Residential Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any Residential Lot that will emit foul or obnoxious odors or that will cause any noise or other conditions that will or might disturb the peace, quiet, safety, comfort, or serenity of the owners of the other Residential Lots. Lot #5 is required to remain in pasture, even if no animals are kept on the lot.

**19. HOBBIES AND ACTIVITIES**

The pursuit of hobbies or other activities, including specifically, but without limitation, the assembly, disassembly, repair or building of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall be prohibited on any part of the Subject Property. This does not prevent routine maintenance on vehicles by the Landowner. There shall be no construction of ham radio towers within the subdivision.

**20. GARBAGE AND RUBBISH**

All rubbish, trash, litter, and garbage shall be regularly removed from each Residential Lot by the owner of said Residential Lot at the owners cost. No rubbish, trash, litter or garbage shall be allowed to accumulate thereon and all garbage cans must be secured in a garbage can rack. Owners of any Residential Lot shall not burn or allow any other person to burn any rubbish, trash, litter, and garbage on the Subject Property. All garbage cans, above-ground tanks, woodpiles, clothes lines, and other similar items shall be located and screened so as to be concealed from adjacent Residential Lots and streets.

**21. FIREARMS AND WEAPONS**

The use of firearms shall be allowed to each homeowner to use for the defense of persons and property; pellet guns, BB guns, and bow and arrows or any other type of weapon

may be used for target practice on or about the subject property; however, use of any firearm or weapon listed above shall not be used to such an extent that it be considered a nuisance.

**22. POND and DAM USE**

No motorized boats, skidoos, gasoline or electric powered craft permitted on the pond. No motorized recreational vehicles are permitted on the Dam. Horses are not permitted to traverse or graze on the Dam. Canoes, kayaks, rafts and/or crafts propelled by paddle or hand are permitted on the pond. Fishing shall be permitted either from the shore/dock or dam. One (1) dock may be constructed on the pond in front of individual lots. Dimensions must not exceed 12 feet in width and 60 feet in length. Each lot may construct one (1) gazebo-type structure no closer than 50 feet to the lake shore.

**23. OVERHEAD UTILITY LINES**

No overhead utility lines, including but not limited to lines for electric service, lines for telephone service and lines for cable television shall not be permitted on the Subject Property except for temporary lines as required during construction.

**24. EXTERIOR LIGHTING**

Except for seasonal Christmas decorative lights, which lights shall be removed at the end of the season, all exterior lights must be downward pointing, yielding no overflow onto adjoining properties. This applies specifically to halogen or vapor security lights suspended on poles. No mercury vapor lighting is allowed in the subdivision. The Chatham County Lighting Ordinance shall provide general guidelines for lighting throughout the subdivision.

**25. WAIVER AND AMENDMENT TO COVENANTS**

The Declarants may waive any violation of these Restrictive Covenants by appropriate instrument in writing recorded in the Office of the Register of Deeds of Chatham County. Thereafter, these Restrictive Covenants may be amended by an affirmative vote of the owners of two-thirds (2/3) of the Residential Lots covered by these Restrictive Covenants. An amendment of the Restrictive Covenants shall become binding and enforceable upon any person with any right, title, or interest in any Residential Lot, regardless of whether said person acquired any right, title, or interest in any Residential Lot before or after the amendment. Any amendment of the Restrictive Covenants shall not materially and adversely affect the ownership interest of any owner of a Residential Lot or the validity or priority of the lien or rights of any institutional lender holding a first mortgage loan on a Residential Lot. Institutional lender shall mean and refer to banks, savings and loan associations, insurance companies, and other firms or entities customarily affording loans secured by first liens on residences and eligible insurers thereof.

**28. COVENANTS RUN WITH LAND**

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the 1<sup>st</sup> of January, 2034. Thereafter, these restrictions shall be automatically renewed for periods of ten (10) years each unless, prior to the date of renewal, the owners of two-thirds (2/3) of the Residential Lots covered by these restrictions shall agree in writing to revoke them and shall file in the Office of the Register of Deeds of Chatham County an appropriate document revoking these restrictions.

**29. INVALIDATION OF COVENTANTS**

Invalidation of any part of these covenants by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its corporate name by its duly authorized officer on the day and year first above written.

BLUE HEEL TERRITORIES, LLC

By: David R. Klarmann  
David R. Klarmann, Member/Manager

NORTH CAROLINA  
CHATHAM COUNTY

I, HALLY J. MILLER, a Notary Public in and for said County and State, do hereby certify that David R. Klarmann, Managing Member of BLUE HEEL TERRISTORIES, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial seal, this the 2<sup>nd</sup> day of March, 2005.

Hally J. Miller  
NOTARY PUBLIC

My Commission Expires:

3/31/07



Chatham County, North Carolina  
REBA G. THOMAS Register of Deeds  
The foregoing certificate(s) of  
HALLY J. MILLER

notary/notaries public  
is/are certified to be correct.

Reba Thomas  
Assistant - Register of Deeds