

EXHIBIT “B”
[TO DEED]

“Permitted Exceptions”

1. Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;
2. General and special taxes, assessments and ad valorem taxes for the current year and thereafter falling due;
3. Any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority;
4. Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;
5. All current and previous reservations, exceptions and conveyances of record of oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests of record;
6. All claims of governmental authorities in and to those portions of the Property that lie in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters, or any claims of riparian rights;
7. All matters of record, outstanding easements, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants, agreements, log sale agreements, timber cutting contracts, cemeteries, access rights and other rights in third parties of record or acquired through prescription, adverse possession or otherwise;
8. Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders;
9. All matters shown on that certain survey attached as Exhibit B to the Declaration;
10. Any reservations set forth in this Deed;
11. Lack of access;
12. All matters of public record; and
13. Those title defects or exceptions waived or accepted by Grantee as contained in that certain Title Commitment from _____ under Commitment No. _____, effectively dated _____, 20___, as may be revised.

EXHIBIT “C”
[TO DEED]

“Restrictive Covenants”

By acceptance of this Special Warranty Deed, Grantee hereby covenants and agrees for itself, its heirs, successors and assigns that the land conveyed hereby shall be subject to the following restrictive covenants (“Deed Restrictions”), which shall expire on January 1, 2046:

1. This Property shall be used for single family residential, recreational, and/or agricultural purposes only.
2. There shall be on the Property a two hundred foot (200’) setback of any buildings or structures including, without limitation, dwellings, barns, and sheds, from the public right of way commonly known as Hwy 105 (“Setback Area”).
3. No building or other structure, whether temporary or permanent, shall be constructed or erected on the Property within the Setback Area.
4. No vehicle, including, without limitation, travel trailers, or other recreational vehicles, may be parked or stored within the Setback Area.
5. No broken down or junk vehicles, old appliances, trash, or unsightly material of any kind may be kept or maintained on the Property, unless stored in the dwelling or other structure.
6. No animals shall be kept on the Property in such numbers that they create a nuisance due to noise or odor.
7. No commercial borrow pits or mining of any kind shall be allowed on the Property.
8. The Property shall not be further subdivided prior to January 1, 2046 without the express written consent of Grantor.
9. The Property shall, under no circumstances, be subdivided to create any parcel which is less than ten (10) acres. The maximum number of new parcels created under the parent parcel (Property) shall be 3, including the parent parcel.
10. The maximum number of dwelling units allowed on the Property, in aggregate, shall be three (3). Mobile homes are not allowed on any parcel. Mobile home shall mean manufactured homes, mobile homes, modular homes, or house trailers.

If Grantee, Grantee’s heirs, successors or assigns shall violate any of these restrictive covenants, Grantor, its successors or assigns shall have the right to seek injunctive relief to prevent any violation thereof and shall be entitled to recover its costs of enforcement, including reasonable attorneys’ and paralegals’ fees, whether or not suit be brought to enforce a violation.