

(5) No building other structure or any improvement shall be located on said lot within fifty (50) feet of the sidelines within one hundred (100) feet of the front line and within hundred (100) feet of the rear line.

(6) The lot may not be subdivided or reduced in size.

(7) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on said lot as a residence either temporarily or permanently.

(8) No livestock, poultry or other animals shall be kept on said lot except household pets, which pets shall not be used or bred for commercial purposes. Household pets shall not be allowed to run loose, but must be maintained on said lot.

(9) No noxious or offensive activity shall be carried on upon said lot. Residents shall not use motorcycles or motorized all terrain vehicles in a manner which will disturb other residents.

(10) Perpetual non exclusive easements for drainage and for installation and maintenance of gas, electricity, telephone, water, sewer and other utilities are reserved unto the Grantor along each side line and the rear of said lot (15') feet in width and along the road side of said lot fifteen (15') feet in width.

(11) The Grantor has a substantial investment in the utilities installed in The Farm. The Grantees hereunder shall grant no easement or right-of-way to any utility company across any part of the Grantees' lot to connect utility lines in The Farm with lines on property which is not a part of The Farm development developed by the Grantor without reasonable payment to the Grantor and the Grantor's consent.

(12) No lot nor any part of any lot shall be used as a street without the written consent of the Grantor or Grantor's nominee.

(13) No sign shall be erected on said lot or posted on any building except one "For Sale" or "Sold" signs which shall not exceed two feet by three feet in dimension. A "sold" sign shall not remain on the property for longer than ten (10) days when selling a residence.

(14) All driveways shall be at a minimum soil cement or macadam base from the street to the point where the driveway ends at the dwelling on said lot, to be of good quality and properly installed prior to the occupancy of said dwelling. Driveways shall be engineered so that they drain properly on the roadway and shoulder. Any damage done by the general contractor or subcontractors to the roadway or shoulders during construction will be the responsibility of the lot owner,

(15) All camping buses, panel trucks, school buses, or boats, trailers or camping equipment and similar nonself-propelled vehicles shall be parked or stored in manner so that they are not located within the restricted area described in Paragraph Five (5) hereof and shall be shielded from view.

(16) Any satellite dish or like device located on said lot to be no larger than twenty (20") inches in diameter. All exterior television, radio and like antennas must be approved by Grantor or Grantor's nominee.

(17) Maintenance and general upkeep of the lot and improvements is required. If the appearance of the lot and improvements begins to lower the quality and harmony of the subdivision, the Grantor will notify lot owner in writing and give lot owner fifteen (15) days to rectify any problems and if lot owner fails to act within fifteen (15) days, the Grantor or Grantor's nominee has the right to subcontract maintenance and general upkeep for the lot owner. The lot owner will bear these expenses.

(a) Construction of the house should take no longer than twelve months. The time period shall start when the foundation or basement is dug and end when the later of these two occurs: exterior of the house is completed or the landscaping of the lot. Liquidated damages of \$1,000.00 per month, or any part thereof will be assessed, payable to The Farm, if the above provisions are not met.

(b) At all times during construction there shall be located on the lot trash cans and other suitable containers and areas for disposing of debris. THE OWNER MUST SEE THAT HIS GENERAL CONTRACTOR AND SUB-CONTRACTORS KEEP THE CONSTRUCTION SITE CLEAN AT ALL TIMES.

(18) No firearms may be fired or used on any lot or in any street in The Farm.

(19) Grantor or Grantor's nominee may proceed to enjoin or to take legal steps against Grantees' heirs and assigns, to prevent the violation or attempted violation of any provision of this deed. Grantor's nominee is entitled to collect reasonable attorney's fees and all other expenses incurred by the nominee in any legal action. Grantor is under no obligation to institute any such proceedings, although Grantor reserves the right to do so.

(20) These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years each unless an instrument is signed by the Grantor or Grantor's nominee and the Grantees' heirs and assigns, agreeing to change said covenants in whole or in part.

(21) Nothing in these covenants or restrictions shall be construed as requiring Grantor to bear any expenses as to any activity or installation conducted, required, or imposed with respect to any land acquired from Grantor.

(22) Grantor or Grantor's nominee reserves the right to change the restrictions contained in Paragraph Five (5) above, for the unintentional violation of the same, but such change shall not exceed twenty (20%) per cent of such building line restrictions.

(23) These covenants and restrictions may be revised, revoked, substituted, amended, modified or otherwise altered by majority vote of all lot owners. One vote per lot.

(24) Grantor hereby names Fred F. DuBard, Jr., as Grantor's nominee. If for any reason he is unable or unwilling to serve, the following are named as substitutes in the order named: Jessie S. DuBard and Fred F. DuBard, III. Grantor further reserves the right to revoke this designation and to name some other person or persons in writing.

(25) Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(26) The Grantees herein, by acceptance and recordation of this deed expressly agrees to abide thereby, and further acknowledge and agree that the same shall run with the title to the property hereby conveyed and shall be binding upon the Grantees and the Grantees' heirs and assigns.

THIS CONVEYANCE IS ALSO MADE SUBJECT TO ALL RESTRICTIONS AND EASEMENTS OF RECORD INCLUDING ANY WHICH MAY BE SHOWN ON A RECORDED PLAT. IT IS ALSO MADE SUBJECT TO ALL ZONING AND OTHER GOVERNMENTAL REGULATIONS OF THE COUNTY OF FLORENCE AND ANY OTHER GOVERNMENTAL AGENCY (LOCAL, STATE OR FEDERAL).

_____ *Restrictions*



<i>Lot #</i>	<i>Acreage</i>	<i>Price</i>
1	5.19 Acres	\$ 97,500
2	5.11 Acres	\$ 97,500
3	5.41 Acres	\$ 97,500
4	5.65 Acres	\$105,000
5	7.69 Acres	\$120,000
6	5.16 Acres	\$120,000
7	5.35 Acres	\$120,000
8	6.77 Acres	\$ 97,500
9	8.14 Acres	\$120,000
10	9.76 Acres	\$120,000
11	7.19 Acres	\$125,000
12	5.64 Acres	\$125,000
13	5.79 Acres	\$120,000
14	5.52 Acres	\$ 97,500
15	5.52 Acres	\$ 97,500
16	5.71 Acres	\$115,000
17	5.21 Acres	\$120,000
18	4.85 Acres	\$120,000
19	5.19 Acres	\$120,000
20	5.73 Acres	\$120,000

● Denotes SOLD Lots