

DEED RESTRICTIONS

1. **TRAILERS AND MOBILE HOMES:** Trailers, mobile homes, (including, but not limited to double wide mobile homes or similar manufactured structures, transportable in one or more sections and built on a permanent chassis designed for towing, (irrespective of whether such may be permanently affixed to the site) are strictly prohibited.
2. Class A "modular" residential structures which may or may not include the necessary electrical, plumbing, heating, ventilating, and other service systems, manufactured off-site and transported to the point of use for installation or erection, with or without other specified components, as a finished building, and **not** built on a permanent chassis designed for towing are permitted.
3. **PROHIBITED ACTIVITIES:** No manufacturing or production activities are permitted. No noxious or offensive trade or activity shall be carried on nor shall anything be done thereon tending to cause danger, embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants, animals, device or thing of any sort whose numbers, normal activities or existence is in any way noxious, dangerous, unsightly or unpleasant that may diminish or destroy the enjoyment of other property in the neighborhood.
4. **PETS.** Pets are not allowed to roam at large.
5. **SEWAGE DISPOSAL:** All sewage disposal shall be by septic tank installed with the approval of the Department of Health and Environmental Control.
6. **ENFORCEMENT:** These restrictions shall apply specifically to the following property only and any further plats or subdivisions of said property as described to wit:
 - a. All that property shown as 14.26 acres on a Survey for William B. & Julie W. Lowry and John Floyd dated June 8, 2012 and recorded in Plat Book 166 at page 801.
 - b. A portion of that property as shown on a Boundary Survey for the Estate of John G. Floyd dated April 21, 1994 and recorded in Plat Book 125 at page 195. That portion of said plat subject to these restrictions lies west of Kennedy Creek only.

Any person or persons owning land within the boundaries of the aforementioned surveys may jointly or severally seek to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction, and either to prevent him or them from so doing or to recover damages or other dues for such violating. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any of the other provisions, which remain in full force and effect.

7. DRIVEWAY RIGHT OF WAY

- a. **DRIVEWAY ROW ESTABLISHMENT, USAGE AND MAINTENANCE:** a 50 FT. WIDE perpetual Dedicated Right-of-Way (hereinafter ROW) will be established along an existing logging road located approximately 160 ft. Northwest of the southern boundary.
- b. **The ROW shall extend into the property for a distance of 700 feet and will provide for ingress, egress and utilities for the Owners (hereinafter Owners of Tracts 3,4,5,6, & 7, should the Owners of these properties elect to use the ROW. These Owners shall share equally in the cost of maintenance and upkeep of the Driveway along the ROW from that point from which their respective individual driveways leave the Driveway to its beginning on Whitestone Road.**

- c. This ROW shall be for the uninterrupted purposes of ingress, egress and utility installation and maintenance for the aforementioned tracts AND for the construction, maintenance and repair of gravel or pavement that has been placed on the DRIVEWAY built along the ROW and for the construction, installation, maintenance and repair of any and all utilities that serve the Owners of these two tracts served by said ROW.
 - d. The ROW shall burden the land it passes across, over and through and shall benefit and run with these tracts.
 - e. The ROW shall also benefit any utility company providing utility services in the vicinity where it is located.
 - f. No improvements have been made at to the DRIVEWAY at this time and no obligation to make improvements by the Grantor is expressed or implied.
 - g. ELECTIVE REPAIRS and/or CAPITAL IMPROVEMENTS: When repairs or capital improvements are wanted or necessary, the Owners must agree that the repairs or capital improvements are needed and once such agreement is reached, including the sharing of costs, either or all Owners may undertake such repairs along the ROW premises and all other Owners shall pay their respective portions immediately upon completion based on the utilized portion as provided for in Provision 1, above. Each Owner hereby grants to one another reasonable rights of passage over their respective land for the purpose of maintenance and repair of the DRIVEWAY, utility lines, service lines or ditches along the "ROW."
 - h. EMERGENCY REPAIRS: When emergency repairs are necessary in order to gain ingress and egress, either OWNER may undertake such repair with or without the knowledge and consent of the other Owners. All such costs for Emergency repairs shall be shared equally among the Owners.
 - i. All normal and usual costs for repairs and maintenance to the ROW shall be shared equally among the Owners that utilize the "ROW." Once capital improvements have been agreed upon and carried out; all future repairs and maintenance shall be based upon maintaining the higher grade of roadway that has now been established.
 - j. The Owners shall work together to coordinate their repair and maintenance activities so as to make repair and maintenance of the as economical as possible. Any damage to the ROW premises caused by any owner or his guests contractors or invites shall promptly be repaired by the owner at his sole expense. If any owner fails to promptly repair damage to the ROW so caused by him or his guests or invites, the other Owner may do so, and the cost of doing so shall be the sole responsibility of the Owner responsible for the damage.
8. TIMBER HARVESTING: Timber harvesting that require use of the ROW will be suspended until January 1, 2023 or until all five of the tracts served by the ROW are sold; whichever occurs first.