

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.