

EXHIBIT "C"

RESTRICTIONS TO THE USE OF PROPERTY

For purposes of these Restrictions, the Property shall be as described in Exhibit "A". Grantor does hereby acknowledge, declare and adopt the following restrictions, to protect the owners of portions of the Property (hereinafter called the "Property") against such use as will depreciate the value of their Property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to insure the highest and best development of said Property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to enhance the value of investments made by purchasers of portions of the Property.

The Restrictions are set forth below and hereby impressed on the Property and shall run with the land for a term of ten (10) years from the date this Special Warranty Deed is recorded in the public records:

1. The Property shall be used solely for recreational, agricultural, and/or residential uses or a combination of said uses. Modular, manufactured, and/or mobile homes are allowed, provided that they are no more than 5 years old at the time of installation and must be skirted within 90 days of installation/construction. No more than two primary residences are permitted on the Property. All buildings must be maintained in good appearance at all times.
2. There shall be a twenty-five-foot (25') setback of any buildings or structures including, without limitation, dwellings, barns and sheds, from the right-of-way of any public road, and a twenty-foot (20') setback from all other property lines ("Setback Area"). No building or other structure, whether temporary or permanent, shall be constructed or erected on the Property within the Setback Area.
3. The Property shall not be subdivided to create any tract of less than 10 acres in size, yielding no more than two tracts total.
4. No portion of the Property may be used for the following:
 - (a) Any use that is unlawful or that is offensive by reason of odor, gas, fumes, dust, smoke, noise, pollution, or vibration, or that otherwise constitutes a nuisance or is hazardous by reason of excessive danger of fire or explosion;
 - (b) Dumping, disposal, incineration, or reduction of garbage, sewage, dead animals, or refuse; burning of trash is allowed in compliance with County regulations;
 - (c) Smelting of iron, tin, zinc or other ores, or refining of petroleum or its products;
 - (d) Storage in bulk of used materials, or use of the site as a junkyard, scrap metal yard, or auto salvage yard;
 - (e) Industries including, without limitation, heavy manufacturing, fabrication facilities and testing facilities;

- (f) Resale or pawn shops, flea markets, or bankruptcy, fire sale or auction business;
 - (g) A tavern, bar, nightclub, discotheque or any other establishment selling alcoholic beverages for on-premises consumption;
 - (h) An adult bookstore or any other establishment selling, renting or exhibiting pornographic materials;
 - (i) Any sexually oriented business, as the term is generally construed;
 - (j) Parking and/or storage of large vehicles, such as tractor-trailers or 18-wheelers;
 - (k) Storage containers are allowed on the Property but must be situated behind a residence, set back at least 250' from any boundary line, and of (or painted) natural color so as not to stand out as a visual nuisance. No tent, shack, garage, barn, or other outbuildings of any character shall be placed or erected on the Property at any time to be used as temporary or permanent residence. New construction "barndominiums" are allowed. All new construction must utilize new material. No tarpaper roof or siding materials, typically used for sheathing, will be used as an exterior covering on any structure. All buildings and structures shall be completely under-skirted with no piers or pilings exposed to view.
5. Animals, livestock and/or poultry are allowed on the Property, in compliance with applicable government regulations, as long as they do not create a nuisance due to noise or odor.
 6. No outside toilet or privy shall be erected or maintained on any Property. All sanitary plumbing shall conform with regulatory requirements. This provision does not apply to "porta-can" temporary toilets on the Property so long as such "porta-can" does not remain on the property longer than sixty (60) days after any construction project is completed.
 7. Construction of any residential building, structure, or improvement commenced upon the Property shall be completed as to the exterior finish and appearance within twelve (12) months from the construction commencement date.
 8. The Property shall not be used as a dumping ground for rubbish, trash, hazardous materials, or waste, nor for storage of items or materials (except during construction of a building). The Property shall be kept free of any boxes, rubbish, trash, or other debris. No refrigerators or other large appliances shall be placed outdoors and no inoperative motor vehicles without current license and inspection sticker shall be placed on or allowed to remain on the Property. Aluminum foil shall not be used as a window covering on any front or side windows, or on windows facing a public road.
 9. No commercial borrow pits or mining of any kind shall be allowed on the Property.
 10. No commercial, skeet, trap, or rifle range operation involving discharging of firearms is allowed.

11. It shall be lawful for any person or entity, as defined hereinafter, possessing rights with respect to any portion of the Property, to prosecute any proceedings at law or in equity against any such person or entity violating any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings.
"Person or entity", as used in the preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any portion of the Property, as well as heirs, devisees, assignees, legal representative and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any portion of the property. Grantor specifically retains the right, but not the obligation, at its sole discretion, to enforce the terms and conditions and provisions of these Restrictions.
12. Invalidation of any one or more of the Restrictions by judgment of any court shall in no way affect any of the other Restrictions and provisions herein contained, which shall remain in full force and effect.