---------- RESTRICTIONS AND COVENANTS RUNNING WITH THE LAND ---------

Little New York Farms

The Developer hereby declares that the Property shall be held, sold, used, and conveyed subject to the following restrictions, covenants, terms and conditions, which shall run with the land and with the title of the Property, and shall be binding upon all parties having any right, title, or interest in the Property, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Property:

1. **Residential Use.** All Tracts shall be designated as single-family residential tracts, and no Tract shall be used for any type of business or commercial enterprise other than agriculture, which shall mean the raising, harvesting or storing of crops or the production of plants or horticultural products.

2. **Prohibited Institutional Uses.** Without limiting the foregoing, no building shall be placed or improved on any Tract to be used as a school, church or kindergarten.

3. **Dwelling Approval; Well and Septic.** No dwelling shall be constructed or placed on any Tract until the plans for such dwelling, including its location on the Tract, have been submitted to and approved in writing by the Developer in accordance with Paragraph 14. Each dwelling must be served by an individual well and an on-site septic system approved by the applicable health authority.

4. **Factory-Built Homes.** Any factory-built home placed on any Tract, including but not limited to any manufactured home or mobile home, must be underpinned within thirty (30) days of placement upon the Tract and shall be skirted with brick, stone, masonry or such other material as may be approved by the Developer. Any manufactured home or mobile home shall be installed in compliance with applicable State of Georgia installation standards and Laurens County permitting requirements.

5. **Debris.** No accumulation of discarded personal effects, debris, waste, garbage or other unsightly objects or matter will be permitted on any Tract.

6. **Junk Vehicles; Vehicle Registration.** No junk vehicles or parts of the same shall be permitted on any Tract. Any motor vehicle parked or placed on any Tract must be registered and licensed; provided, however, that this requirement shall not apply to operable farm tractors and implements, lawn and garden equipment, all-terrain or utility vehicles, or other equipment not required by Georgia law to be registered.

7. **Animals.** No livestock or other animals may be raised or kept for commercial purposes on any Tract. All swine are specifically prohibited from placement upon any Tract, even if regarded as a pet. Goats may be kept for non-commercial purposes, provided that the number of goats on any Tract shall not exceed two (2) per acre.

8. **Setbacks.** No dwelling placed upon any Tract shall be closer than seventy (70') feet from the right-of-way of any public road, thirty (30') feet from any side property line, or fifty (50') feet from the rear property line. For purposes of this Paragraph, the front line of a Tract is the line of the Tract abutting the public road from which the Tract takes its principal access, the rear line is the line most nearly opposite the front line, and all other lines are side lines.

9. **Completion of Construction.** All structures erected on any Tract shall be completed within one (1) year of when the construction commences.

10. **Timber Cutting.** No timber may be cut for timber sale on any Tract without the prior written permission of the Developer, given in accordance with Paragraph 14. This Paragraph shall not restrict (a) clearing reasonably necessary for the construction of a dwelling, driveway, well, septic system, outbuilding or other permitted improvement, whether or not the timber so cleared is sold, or (b) the cutting of firewood for use on the Tract or the removal of dead, diseased or hazardous trees.

11. **Cables and Gates.** No cable or chain may be placed across any path, driveway, or roadway located upon any Tract. This restriction shall not prohibit the installation of any gate with a structural frame or fencing.

12. **Utility Easements.** Easements for the installation, maintenance, repair and replacement of utilities are reserved by the Developer, including without limitation the forty-foot (40') EMC utility easements shown on the above-described plat, together with the right of the Developer to grant and convey such easements to the electric membership corporation or other utility provider serving the Property.

13. **Developer Rights.** All approvals and permissions of the Developer under these covenants and restrictions shall be requested in writing. If the Developer fails to approve or disapprove a complete written request within thirty (30) days after receipt, the request shall be deemed approved. "Developer" shall also mean any successor to Country Lots, LLC by merger, conversion or operation of law and any assignee to which Country Lots, LLC expressly assigns its rights hereunder by an instrument recorded in the Laurens County Records. At such time as the Developer no longer owns any Tract and has not assigned its rights hereunder

by recorded instrument, or if the Developer is dissolved without a successor, all approval and permission rights of the Developer shall terminate.

14. **Compliance**. Each owner and occupant of a Tract shall comply with the terms of this instrument.

15. **Enforcement.** These covenants and restrictions may be enforced by the Developer or by any owner of any Tract by appropriate legal or equitable proceedings, including injunction.

16. **Modification.** Any of these covenants and restrictions may be modified at any time with the unanimous written consent of all landowners of all Tracts, evidenced by a written instrument executed by all record owners of all Tracts and recorded in the Laurens County Records.

17. **Term.** The covenants contained in this instrument shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from and after the date this instrument is recorded, after which time such covenants shall automatically renew for successive periods of twenty (20) years, unless such renewal is terminated in writing by the unanimous written consent of all landowners of all Tracts, evidenced by a written instrument executed by all record owners of all Tracts and recorded in the Laurens County Records at least sixty (60) days prior to each renewal.

18. **Miscellaneous.** This instrument shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this instrument is deemed illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect. The failure of the Developer or any owner to enforce any provision shall not be deemed a waiver of the right to enforce it thereafter.

Buyer: _____

Buyer:_____