

JAMERDAN FARMS LLC – PROPOSED DEED RESTRICTIONS

If sold in separate lots of 5 acres, 5 acres and 13 acres +/-:

GRANTOR hereby restricts the use of the above-described premises (the “Premises”) as follows:

1. Only one (1) single-family residential dwelling unit and such additional accessory buildings and structures which are permitted by applicable zoning resolutions may be constructed and/or located upon the Premises; and
2. The Premises shall not be further subdivided without the express written consent of Grantor, its successors or assigns, which consent may be withheld for any reason or no reason.

All of the restrictions contained herein shall inure to the benefit of and be enforceable by GRANTOR and its successors or assigns, by any proper legal or equitable proceeding, said restrictions being hereby deemed to be for the benefit of GRANTOR. Any failure by GRANTOR or any person who has the right to object to any violation or to enforce any of the restrictions, however long such failure and/or inaction may continue, shall in no event be deemed a waiver of the right to object to or enforce such restriction. These restrictions shall be binding upon GRANTEE and its successors and assigns, and shall run with the land. It is expressly intended that GRANTOR and its successors or assigns are direct beneficiaries of the foregoing restrictions.

If sold in one 23 acre lot +/-:

GRANTOR hereby restricts the use of the above-described premises (the “Premises”) as follows:

1. No more than four (4) single-family residential dwelling units and such additional accessory buildings and structures which are permitted by applicable zoning resolutions may be constructed and/or located upon the Premises; and
2. The Premises shall not be further subdivided into more than four (4) separate parcels, whereby only one (1) single-family residential dwelling unit and such additional accessory buildings and structures which are permitted by applicable zoning resolutions may be constructed and/or located upon each such parcel, without the express written consent of Grantor, its successors or assigns, which consent may be withheld for any reason or no reason.

All of the restrictions contained herein shall inure to the benefit of and be enforceable by GRANTOR and its successors or assigns, by any proper legal or equitable proceeding, said restrictions being hereby deemed to be for the benefit of GRANTOR. Any failure by GRANTOR or any person who has the right to object to any violation or to enforce any of the restrictions, however long such failure and/or inaction may continue, shall in no event be deemed a waiver of the right to object to or enforce such restriction. These restrictions shall be binding upon GRANTEE and its successors and assigns, and shall run with the land. It is expressly intended that GRANTOR and its successors or assigns are direct beneficiaries of the foregoing restrictions.