

### ***Covenants:***

Said lot and all lots in the subdivision described on said survey map shall be subject to the following covenants, restrictions and easement, in addition to any governmental regulations or ordinances:

- A) Lots shall be used only for residential, recreational, agricultural and forestry purposes.
- B) Further subdivision is prohibited.
- C) All buildings, accessory structures, temporary camps and sewage disposal systems shall adhere to the following setbacks:
  - 1) 100' from the boundary of any classified wetlands.
  - 2) 20' from the side and rear lot lines of each lot.
  - 3) 100' from any stream, brook or pond.
  - 4) 75' from the centerline of any road or right of way.
- D) There shall be only one single family dwelling or seasonal camp and accessory structures on each lot in the subdivision. Two family and/or multi family dwellings are prohibited. The living quarters of any dwelling must be greater than 750 square feet.
- E) No trailer, mobile home, basement, tent, shack, garage or other out-building shall at any time be used as a residence except that modular homes are permitted provided they are set upon a permanent foundation and otherwise meet all necessary governmental approvals. The placement of trailers, mobile homes, abandoned buses, cars or junk vehicles is prohibited on this property. A temporary camp, tent, or camper may be used for recreational purposes, but shall not be allowed to remain on any lot for more than thirty (30) days in any one calendar year. Pit privies and outhouses are prohibited.
- F) The outside finish of all buildings must be completed within eighteen months after construction has started. No building paper, insulation board, sheathing or similar non-exterior materials shall be used for the exterior finish of any building. The exterior finish of all buildings shall be composed of colors harmonious with the existing environment.
- G) No offensive activity shall be permitted on any lot nor shall any use or practice be allowed which is a source of annoyance to the residents of the subdivision or which shall interfere with the peaceful possession and proper use of the property. Generators can not be used as a primary source of power.
- H) The burying or dumping of garbage, junk, trash, oil, petroleum or other liquid and/or solid waste on any lot is strictly prohibited.
- I) Grantor hereby reserves and grants to each lot owner, and each lot owner grants to all other lot owners, easements for utilities along access roads through the subdivision as shown on said survey map, such utilities to be located as close as practicable to said road.
- J) All new utilities must be constructed underground except when conditions such as ledge or wetlands will cause undue economic hardship.
- K) Each lot owner shall have an easement over each other lot in the subdivision to extend necessary to allow access for construction, maintenance and repair of camps and septic systems, said easements shall be exercised in a way which minimizes ground disturbance and disturbance of vegetation.
- L) The Grantor and Grantee(s) hereby indemnify and hold harmless the Town of Florence from any action, liability or cause of action instituted by a lot owner in the event any such lot owner is unable to locate a site suitable for an individual on-site sewage disposal system within the bounds of a particular subdivision lot.
- M) These covenants, restrictions and easements may be enforced by the owner(s) of any lot in said subdivision (including Grantor) against any person or persons violating or attempting to violate any provision hereof, either to restrain the violation thereof or to recover damages caused thereby. The failure to enforce any of these covenants, restrictions or easements shall in no event be deemed a waiver of the right to do so thereafter. Invalidity of any of these covenants, restrictions and easements shall not affect any other of these provisions which shall thereafter remain in full force and effect. Any lot owner who violates any of these covenants, restrictions and easements shall be liable for the reasonable attorneys' fees and legal expenses of any other lot owner who is successful in legal action to enforce such covenant, restriction or easement.
- N) These covenants, restrictions and easements may also be enforced by the Town of Florence. The Town shall likewise be entitled to recover the reasonable attorneys' fees and legal expenses of enforcement in a successful legal action.
- O) The Grantor reserves to itself the right to vary or modify the aforesaid covenants, restrictions and easements, in cases of hardship or practical difficulty where the basic intent and purposes of said covenants, restrictions and easements would not be violated.
- P) The Grantor and Grantee herein covenant and agree that the property conveyed herein shall be subject to these covenants, restrictions and easements. These covenants, restrictions and easements shall be included in all deeds and shall bind all lots in the subdivision of which this lot is a part. These covenants, restrictions and easements shall inure to the benefit of the Grantee herein, his heirs, legal representatives, successors and assigns.