

7. There shall be no hunting or trapping except to the extent specifically approved by the Grantee as necessary to keep the animal population within the numbers consistent with the ecological balance of the area.

The following uses are specifically and particularly excepted from the foregoing covenants:

A. The Grantors shall be entitled to construct and maintain on the Protected Property, a maximum total of five (5) single family residential dwelling structures, said structures to be used for non-commercial/single-family residential purposes only, and limited at all times to a maximum number of five (5) individual sites. In the event Grantors desire to replace any such structure, the replacement structure shall be limited in location to the same site where the structure being replaced was formerly located. The area of soil and vegetation disturbance for construction or replacement of any dwelling shall be limited to five thousand (5,000) square feet.

B. Any dead, diseased or fallen trees on the Protected Property may be used by Grantors for firewood or other similar purposes.

C. Grantors shall have the right to construct and maintain, at one site, a pond not to exceed two (2) acres in size, provided that said pond shall be drained off the bottom of the pond.

D. Grantors shall have the right to construct and maintain on the Protected Property, limited access roads which are totally in keeping with the character of this Conservation Easement, to provide access to the structures referred to in Paragraph A above. Said roads shall follow the most direct practical route from the boundary of the Protected Property to said structure, and shall provide a common route to the different structures to the greatest extent possible.

PROVIDED, HOWEVER, the Conservation Easement for Parcel 2 as described herein on Exhibit "A" attached hereto and made a part hereof, shall be limited to the right to construct and maintain a maximum number of three (3) single family residence dwelling structures, and shall not include the right to construct or maintain any pond.

The Grantors, their heirs and assigns, agree to pay any real estate taxes or assessments levied by competent authorities on the Protected Property and relieve the Grantee from responsibility for maintaining the Protected Property.

The Grantors agree that the terms, conditions, restrictions, and purposes of this grant will be inserted by them in any subsequent deed, or other legal instrument, by which the Grantors divest themselves of either the fee simple title to or their possessory interest in the Protected Property.

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