

## EXHIBIT A

### BRUNER HILLTOP ROAD FARM PROTECTIVE COVENANTS

The following protective covenants are covenants running with the land and shall continue in full force and effect until January 01, 2075, (through injunction or otherwise) by any owner acquiring any part of the land acquired by the undersigned by Deed recorded in book xxx, Pg. xxx in the Office of the Clerk of Fleming County Kentucky.

1. Grantor and Grantee acknowledge and agree that, as long as Grantor holds a mortgage or lien on the real estate conveyed herein, Grantee shall not remove any timber from the real estate unless the proceeds from the removal of said timber are applied to reduce the principal amount of the mortgage or lien on the real estate held by Grantor.
2. Only one (1) dwelling per lot.
3. No single wide mobile home shall be placed on said property.
4. Any double wide home placed on said property shall not be over 5 (five) years of age at time of placement, shall contain a minimum of 700 square feet and shall be under skirted at the time of placement.
5. No inoperative or unlicensed vehicles may be placed on said lot. No accumulation of discarded personal effects, debris, waste, garbage, or any unsightly object or matter will be permitted on any lot.
6. No obnoxious or offensive activity shall be performed upon any lot.
7. Before any construction takes place, the purchaser must contact the local government authority to make sure they are in compliance with the local laws.
8. Before occupancy of any house or double wide home, a sewage disposal system shall be installed in conformity with the minimum standards required by the County Board of Health.
9. No fighter chickens. Chickens and swine are permitted for personal use only.
10. All lots are to be used for residential, agricultural, or recreational purposes, (though the lot owner may store equipment and material used in a business in a well-constructed enclosed building on the property.) The property is not to be used for commercial enterprises (with customers coming and going) with the exception of churches, riding stables, horse farm, cattle farm, or truck farm (fruits and vegetables.)
11. Dogs shall not be bred or maintained for commercial purposes in an outdoor kennel.
12. No tent, camper, or recreational vehicles shall be used as a residence, either temporary or permanent except for the purpose of monitoring building of home for a period not to exceed one year. Campers and tents may be used for recreational purposes only and must be set back a minimum of 50 feet from the center of the existing road.
13. Any building or structure placed on said property shall be set back a minimum of 50 feet from the center of the existing road unless a lesser set back is requested by public authority.
14. Where protective covenants and Fleming County zoning Ordinances are in conflict, the stricter requirement will prevail.
15. Invalidity of any of these covenants by judgement of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
16. Nothing contained herein shall be construed as creating any obligation on the part of Bruner Land Company, Inc. to enforce these Protective Covenants.
17. The purchasers of this farm, for themselves, their heirs, and assigns, by the acceptance of the conveyance of this farm, agree to be bound by the covenants contained herein and are the primary enforcers of these covenants.
18. The afore-referenced private easement road shall be subject to the following maintenance agreement.
  - A. There shall be placed no gates or obstacles in the easement area
  - B. The cost of maintenance of said easement shall be shared between all of the landowners that abut the easement area.

- C. The total cost of repairs, maintenance or general upkeep of the easement area shall be determined as follows:
  - a. The total cost of said repairs, maintenance or general upkeep shall be divided between lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 for the portion of the road abutting lots 1, 2, 3, 8, 9, and 10.
  - b. The total cost of said repairs, maintenance or general upkeep shall be divided between lots 4, 5, 6, and 7 for the portion of the road abutting lots 4, 5, 6, and 7.
- D. Each of the adjoining landowners to the easement area shall have the right to make all ordinary and necessary repairs, maintenance and general upkeep of the easement area now or in the future. Said maintenance, repair or upkeep shall be consistent with the condition of the easement area at time of this conveyance. Before performing any repair, maintenance or general upkeep the landowner intending to make the same shall notify the other landowners who abut the easement area in writing of his intention and of the estimated cost to complete the repairs, maintenance or general upkeep. Said notice shall be sent by certified mail.
- E. Failure by any landowner abutting said easement area to object by giving written notice within 10 days after receipt of the final notice shall be deemed approval of the proposed repairs, maintenance or general upkeep and an agreement to pay their fair share of the estimated cost. If an objection is made by giving written notice within the 10-day period, the first party may nevertheless proceed with the repairs, maintenance, or general upkeep. The objecting landowner may seek to stop said repairs through court action. A landowner unreasonably withholding approval shall be liable to reimburse the other landowners for the cost of his share of repairs plus all cost in collecting the same, including reasonable attorney fees.
- F. This maintenance agreement shall run with the land and be binding upon and inure to the benefit of the respective heirs, personal representative, successors and assigns.