

EXHIBIT A

BRUNER KEENER FARM PROTECTIVE COVENANTS

- 1.) The following protective covenants are covenants running with the land, and shall continue in full force and effect until Jan. 1, 2075 (through injunction or otherwise) by any owner acquiring any part of the land acquired by the undersigned in Washington District by Deed recorded in Book 532 Page 130 in the land records of Jackson County, West Virginia.
- 2.) No more than two residences per tract shall be permitted.
- 3.) Any mobile home placed on said property shall be over 5 years of age at time of placement, shall contain a minimum of 700 square feet, shall be under skirted at time of placement, and shall have vinyl siding.
- 4.) No inoperative or unlicensed vehicles may be placed on said lot. No accumulation of discarded personal effects, debris, waste, garbage or any unsightly objects or matter will be permitted on any lot.
- 5.) Before occupancy of any house or mobile home, a sewage disposal system shall be installed in conformity with the minimum standards required by the County Board of Health. (WV)
- 6.) Before any construction takes place, purchaser must contact the local government authority to make sure they are in compliance with the local laws.
- 7.) All lots are for residential 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)
- 8.) Pigs and chickens for personal use only. No fighting chickens.
- 9.) Dogs, cats and other household pets shall not be bred or maintained for commercial purposes.
- 10.) No shack, tent, camper, school bus, or recreational vehicles shall be used as a residence, either temporary or permanent. Campers and tents may be used for recreational purposes only and must be set back a minimum of 40 feet from the center of any existing government road. No more than 2 campers per tract permitted.
- 11.) Any residence erected on said lots shall be at least 700 square feet of indoor heated area (excluding basement and garage) and shall have a finished siding such as rustic wood, frame, brick veneer, press board, or contemporary siding.
- 12.) Any building or structure placed on said property shall be set back a minimum of 40 feet from the center of any existing government road unless a lesser set-back is requested by public authority.
- 13.) While said property is under Mortgage with Bruner Land Company, Inc, no timber shall be removed (sold) from said property without written permission from Bruner Land Company, Inc. and any revenue from said timber shall be the sole property of Bruner Land Company Inc.
- 14.) There shall be no gates, fence posts, or other obstructive entities placed on any designated road right-of-ways. Any preexisting gates, fence posts or other obstructive entities on designated road right-of-ways shall be removed from said road right-of-ways at the expense of the property owner. In the event that a gate is deemed necessary to protect a gas well by a gas or oil company, that gate may remain if a signed letter stating such is received from the gas or oil company by Bruner Land Company, Inc.
- 15.) Any maintenance of designated road right-of-ways, if any, is the sole responsibility of the purchasers of this farm, and not the obligation of Bruner Land Company, Inc.
- 16.) Where protective covenants and Jackson County of Washington District Zoning Ordinances are in conflict, the stricter requirement will prevail.
- 17.) Invalidation of any of these covenants by judgment of court order shall, in no way affect any of the other provisions, which shall remain in full force and effect.
- 18.) Nothing contained herein shall be construed as creating any obligation on the part to Bruner Land Company, Inc. to enforce these Protective Covenants.
- 19.) 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.