

EXHIBIT A

BRUNER ROBERTS 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 in Smith Township by Deed recorded in O.R. Vol. xxx Pg. xxx in the land records of Mahoning County, Ohio.

- 1.) Permanent dwellings shall be restricted to the specifications of HUD approved sectional homes, the Ohio Basic Building Code on modular homes setting up on either a crawl space or basement and shall be new at time of placement. Newly constructed site-built homes are permitted and shall be built with new materials.
- 2.) No single wide shall be permitted on the above subject property.
- 3.) 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.
- 4.) No obnoxious or offensive activity shall be performed upon any lot.
- 5.) Before occupancy of any house, a sewage disposal system shall be installed in conformity with the minimum standards required by the County Board of Health.
- 6.) Before any construction takes place, the purchaser must contact the local government authority to make sure they are in compliance with the local laws.
- 7.) No swine or fowl shall be permitted for commercial purposes on the above subject property. Larger domestic farm animals (including but not limited to horses, cattle, sheep, goats, and llamas) are permitted. The pasture shall not be over grazed but shall be healthy and thick, and weeds shall be controlled. Noise and odors from any animal shall be controlled so that neither shall be offensive to adjoining neighbors.
- 8.) No incomplete or junk type structures shall be permitted on the property. No temporary house, shack, tent, camper, school bus or recreational vehicle shall be used as a permanent dwelling; however, camping, with customary structures or vehicles, is permitted on any tract. These structures can have less than 1,000 square feet including site-built cabins that are used for camping.
- 9.) Any full-time residence erected on said lot(s) shall be at least 1,200 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.
- 10.) Any building or structure placed on said property shall be set back to a minimum of 75 feet from any government road unless public authorities request a lesser setback.
- 11.) 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.
- 12.) Where protective covenants and Smith Township of Mahoning County Ordinances are in conflict, the stricter requirement will prevail.
- 13.) 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.
- 14.) Nothing contained herein shall be construed as creating any obligation on the part of Bruner Land Company, Inc. to enforce these Protective Covenants.
- 15.) 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.