

10527 BK00737 *1082*

Exhibit "A"

1. The tracts as originally divided or as subdivided as permitted herein are for single family residential use only and no business or commercial activity except as noted in this paragraph shall be conducted or allowed on any tract herein. The terms "residential" and "residential use" shall mean residential use only but shall not be deemed to prohibit use of a residence for listing as a business office with the Secretary of State for a corporation or other entity formed under the laws of one of the states of the United States or for meeting with clients and customers as long as such office is not used for any other business activity involving members of the public. Also the following activities shall also not be deemed as prohibited; Private music, art or other similar lessons given to not more than two students at a time; beekeeping; tree farming; horse farming and agricultural crop farming. No business signs shall be permitted except in conjunction with the above permitted activities.
2. No mobile home, shack or other unsightly structure shall be used as a residence or permitted or allowed to remain for any reason on any tract herein.
3. No residence shall be constructed hereunder which shall have less than 1600 square feet of heated floor space, garages excluded.
4. Inoperable vehicles or other inoperable equipment shall not be permitted or allowed to remain on these premises, unless enclosed in a walled garage or other similar structure. All vehicles parked on these premises shall be currently titled and licensed and capable of being driven.
5. Only two outbuildings shall be permitted per tract, including tracts subdivided as permitted by paragraph 6. A detached garage is not considered an outbuilding.
6. Any original tract conveyed by Willi Henny, et al., may be subdivided but and no subsequently subdivided parcel shall contain less than 5 acres.
7. No hogs or swine are permitted on this property at any time.
8. The restrictions imposed herein shall apply to the remaining property of the original seller, Willi Henny, et al., subject to the exception set forth in paragraph 10 below.
9. Enforcement of these covenants shall be by an action at law or in equity to recover such damages as are reasonably sustained



by the alleged violation, including court costs and attorney's fee, and to prevent the alleged or attempted violation by temporary and permanent injunction. No failure to enforce these restrictions as to any violation shall be deemed a waiver of the right to enforce these restrictions in the event of a future violation.

10. Purchasers agree that they, nor their heirs or assigns, shall grant an access road to the tract of land situate on the western boundary of their tract. This restriction does not apply to the property retained by Willi Henny, et al., as long as Willi Henny or Cora Henny retains an interest in the remaining property. When Willi Henny and Cora Henny no longer retain an interest in their remaining property, this restriction #10 shall cease to apply to any property and become void.

11. These restrictions shall run with the land and be binding upon the heirs and assigns of the respective parties to this deed. These restrictions shall be binding for a period of thirty years from the date of the first deed recorded out of the original Willie Henny, et al., property and shall then be automatically extended for successive ten year periods unless a majority of the then owners of tracts as then subdivided shall by a recorded instrument agree to modify, change or abandon said restrictions in whole or in part.