

Therefore, for and in consideration of the mutual promises, covenants, and agreements of the undersigned, each to the others as covenantors and covenantees, and for the benefit of, and to bind, their successors and assigns, Seller and Buyer agree as follows:

- a. No commercial and/or mercantile enterprise or enterprises of any kind involving on-site sales to the public may be maintained on, in front of, or in connection with the above-described property;
- b. No pig, hog or swine of any kind may be kept or maintained on the above-described property, or any portion of the property;
- c. No junk yard, salvage yard and/or dumping ground may be maintained and/or operated on the above-described property;
- d. No mobile home, trailer home, modular home, and/or residential trailer may be erected, established, kept or maintained on the above-described property;
- e. Tracts 2, 3 and the Home Tract may not be divided, subdivided, sold, exchanged, devised or conveyed into any Tract less than their present size. Tract 1 may only be subdivided once and may not be divided, subdivided, sold, exchanged, devised or conveyed into any Tract less than ten (10) acres. This restriction will not, however, be construed to prohibit Seller or Buyer or any Owner from conveying easements upon portions of the property to any utility provider in order to extend utilities to his/her Tract.

Any deed, lease, conveyance, or contract made in violation of this Agreement will be void and may be set aside on petition of one or more of the parties to this Agreement, and all successors in interest, heirs, executors, administrators, or assigns, are deemed parties to this Agreement to the same effect as the original parties. When any such conveyance or other instrument is set aside by decree of a court of competent jurisdiction, all costs and all expenses of such proceedings will be taxed against the offending party and will be declared by the court to constitute a lien against the real estate so wrongfully decided, sold, leased, or conveyed, until paid. Such lien may be enforced in any manner as the court may order.

This Agreement constitutes a mutual covenant running with the land, and all successive future owners will be to the same extent, bound by, and will have the same right to invoke and enforce, its provisions as the original parties.