

EXHIBIT A

RESTRICTIVE COVENANTS ATTACHED TO AND
MADE A PART OF A WARRANTY DEED FROM
ALLIANCE HAYWOOD ASSOCIATES TO
BROCK RESIDENCE INNS, INC.
DATED THE 13TH DAY OF JANUARY, 1984

The real property conveyed in the annexed Deed is sold and conveyed subject to the following covenants and restrictions, which are hereby agreed to and declared to be and constitute covenants running with the land, binding upon the Grantee, its successors and assigns for a term of five (5) years from the date of this Deed, to-wit:

1. In no event shall any grading, development or construction of any kind or nature whatsoever be commenced on said property until a preliminary set of plans of all buildings and other structures proposed to be constructed on said property have been submitted to and have been approved in writing by Grantor. Such plans shall include:

- (a) A site plan showing the location of all buildings or other structures and the location of parking areas and driveways.
- (b) Details for utility service, landscaping, signage and screening of dumpsters.
- (c) Front, side and rear elevation drawings for all buildings or other structures.
- (d) Exterior finish materials for all buildings.

Grantor shall have the right to refuse to approve any such plans, or any specific aspects thereof, to the extent that they are deemed not suitable, desirable or appropriate by Grantor for aesthetic reasons or reasons that would adversely affect the market value of Grantor's property in the immediate area.

In the event of the disapproval of any such plans, or any portion thereof, Grantor shall give written notice to Grantee of the reasons for such disapproval within thirty (30) days after such plans have been submitted to Grantor. In the event Grantor has failed affirmatively to approve or disapprove said plans within thirty (30) days after such submission, such plans shall be deemed to be approved.

All buildings, structures or other improvements erected upon said property shall be constructed substantially in accordance with the preliminary plans so approved by Grantor. Any material changes to any element of the aforesaid plans must be approved by Grantor in accordance with the procedure set forth above. The foregoing covenants and restrictions shall likewise be applicable to any additional construction on said property and to any alterations or changes to any then existing buildings, structures and improvements on said property.

2. Violation or breach of any restriction herein contained shall give to Grantor the right to enter the premises upon or as to which said violation or breach exists and to summarily abate and remove at the expense of Grantee or the owner or occupant thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the restrictions as contained herein, and to enjoin or prevent them from doing so or to cause said violation to be remedied or to recover damages for said violation. Any failure by Grantor to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter. All remedies provided for herein or at law or in equity