

EXHIBIT "A"

ANNA'S CREEK ESTATES

Restrictive Covenants

The State of Texas}
County of Archer }

The following covenants apply to land fronting on Highway #79 (East Side), Harvey Cox Survey #67, Certificate #318, Archer County, Texas.

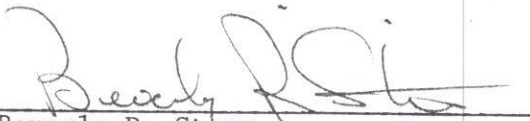
Janice Gilliland and Linda Horst, hereafter called "subdividers", hereby impose the following terms, conditions, restrictions, and covenants (hereinafter called "covenants") upon the parcels listed above (hereinafter called "tracts"), upon every part of the above "tracts", which shall hereafter be held and conveyed subject to such covenants, which shall run with the land.

1. These Covenants are to run with the land until January 1, 2019. Thereafter, ~~the Subdividers and all others acquiring ownership of any part of these Tracts~~ and the owners of the fee simple title may alter, modify, amend or release the Covenants herein contained in a legal manner by a vote of three-fourths (3/4) majority. Each individual, partnership, corporation or other entity owning Tracts shall have one vote per Tract shown on original plat.
2. If any person bound hereby, his heirs, successors, or assigns, shall violate or attempt to violate any of the Covenants, it shall be lawful for any person owning a Tract to prosecute by any proceedings at law or in equity against such violator, wither to prevent him from doing so, or to recover damages or other just dues for violation, or both. Invalidation of any of the Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
3. All of the Tracts, except Lot 18, shall be used exclusively for residential purposes. Only new single family dwellings may be constructed on any of such tracts, and only one such single-family dwelling shall be permitted on each such Tract, excepting barns, stables or related structures. No outdoor toilets shall be permitted. Commercial uses shall be permitted on Lot 18.
4. No main residential building may be constructed or erected nearer than one hundred (100) feet to the front property line of any Tract. No barn, stable or related structure shall be constructed nearer than two hundred feet to the front property line of any Tract.

5. No main residential building may be constructed or erected on any Tract unless the livable space area of such building, excluding open porches, breezeways, garages, and carports exceeds one thousand eight hundred feet (1800). 80% of such structure shall be of brick, brick veneer, or stone construction.
6. Garage entrances shall not face Highway #79 and detached garages shall be of same construction as residence.
7. Construction of residence shall be completed within one year of beginning of construction and thereafter any and all building materials shall be stored out of sight from front of residence.
8. No building may be constructed or erected on any Tract nearer than fifteen (15) feet to any side property line of any Tract, provided, however, that where the whole or parts of two adjoining Tracts are used for one building site, then the aforesaid side Tract line restriction shall not apply to the two contiguous sides of the whole or parts of Tracts used in said building site and in such instances, the side Tract line restrictions shall then apply only to outer extremities of the site or building plot actually used.
9. No open cesspool shall ever be constructed or used on any Tract. No gravel pit or removal of large amounts of dirt that would adversely effect drainage is permitted. Water tanks or ponds may be constructed.
10. Landscaping shall be planned to enhance the whole area of the subdivision and shall include at least five trees between the front of the dwelling and the Highway #79. Owner shall be responsible to keep front of property clear of trash and weeds.
11. No mobile homes, manufactured homes, pre-fabricated houses, trailer houses, or other temporary or movable structures may be located on any Tract at any time.
12. Boats, recreational vehicles, tents, campers and/or camping trailer, farm machinery or vehicles other than operable automobiles or pickup trucks, must be stored inside a garage or behind the residence and out of view from the front of the Tract. Junk car or cars not in regular use shall not be allowed except in enclosed buildings.
13. Television reflector discs, wind and sun energy conservation equipment, etc., shall be placed behind dwelling.
14. No noxious or offensive trade or activity shall ever be carried on upon any Tract, nor shall anything ever be done thereon which may become an

annoyance or nuisance to the other owners of Tracts. No commercial business may be operated on any tract except Lot 18. No roping or rodeo arenas shall be allowed on any Tract.

15. It is the responsibility of all purchasers of Tracts to fence their property if livestock is kept on property. No swine shall be allowed. Other animals or livestock may be kept, provided they are not kept, bred, or maintained for commercial purposes, with no more than one mature "large animal" (horse or cow) for each one and one half acres (1 ½) of land contained within said Tract. All livestock must be restricted to the property behind dwelling and it is recommended that the fence facing front of property be of a material that will restrict the view from front Tract.
16. Except for Lot 18, no signs are permitted except to sell or rent property or for very occasional yard sales and signs shall not exceed twenty (20) square feet. Temporary signs may be erected for sales information for total Tract.
17. Floor plans with front elevations for proposed dwellings shall be submitted and approved before building commences. Subdividers shall inspect plans to see if they adhere to these covenants and enhance the area. Janice Gilliland and Linda Horst shall not withhold approval without due course and beyond a reasonable time.
18. A fence that is a minimum of 5 strand barbed wire and T-posts every ten to sixteen feet must be constructed before any construction of housing, barns, garages, etc. can take place. This fence must be able to keep all livestock within its boundaries.
19. It is the responsibility of Subdividers to furnish a copy of these covenants to original purchaser of Tracts who are in turn responsible to furnish a copy to all persons upon whom these covenants are binding including renters and leasees or users of property.
20. The tracts covered by these covenants may not be subdivided to become less than five acre tracts.
21. All persons, corporations, partnerships or other entities purchasing or acquiring title to any or all of the Tracts and all renters, leasees, and users of the property shall be bound by and shall commit themselves to upholding these covenants subsequent to the filing of record of this instrument in the office of County Clerk of Archer County, Texas.


Beverly R. Storm