

EXHIBIT A
(RESTRICTIVE COVENANTS)

The following Protective and Restrictive Covenants are hereby imposed upon the property described in the Warranty Deed to which this Exhibit is attached, same being from DUFFER FAMILY PARTNERS, LTD., a Texas Limited Partnership, JETTY DUFFER, General Partner, to ROBERT E. COFFMAN and wife, MARY L. COFFMAN, such Protective and Restrictive Covenants being as follows:

1. LAND USE AND BUILDING TYPE: The property hereby conveyed shall be used for residential purposes. No building or other structure shall be erected, constructed or permitted to remain on foregoing property other than that specifically approved by the Architectural Control Committee and in no event shall any dwelling or other structure be placed nearer than seventy-five (75) feet to any street line, nor nearer than fifty (50) feet to any adjoining property line. All dwellings shall be of at least eighty (80%) percent brick-veneer construction unless specifically approved by the Architectural Control Committee hereinafter established. All single-family dwellings shall contain not less than one thousand six hundred (1,600) square feet of heated area for a single story residence and one thousand six hundred (1,600) square feet of heated area on the ground floor of any residence of more than one story. No dwelling shall be serviced by a garage opening to the front without the prior approval of the Architectural Control Committee. In no event shall any mobile home, house trailer or other pre-constructed structure be placed or permitted to remain on any portion of the property herein described. The plans and specifications for all dwellings to be situated upon the herein described property shall be submitted to and approved by the Architectural Control Committee as hereinafter required. All storage or out buildings shall be located behind the main dwelling and shall be constructed in a manner that will harmoniously blend with the main dwelling. All improvements which shall hereafter be placed on the foregoing property shall be approved by the Architectural Control Committee. Complete architectural plans for construction or alteration, shall be submitted and approved in writing by the Architectural Control Committee prior to the commencement of such work. In the event the Architectural Control Committee fails to take any action within sixty (60) days after complete architectural plans for such work have been submitted to it, then all of such submitted architectural plans shall be deemed to be approved.

2. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall be composed of:

CHAD DUFFER
CHRIS FERGUSON
JETTY DUFFER

The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee shall exist and remain with full power to act for a period of ten (10) years. The

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Committee may extend the life of the Committee for an additional ten-year period. Should all of the members of the Architectural Control Committee resign or fail to act or prevent it from performing its duties of establishing the covenants herein, then the record owners of a majority of the lots above described shall have the power at any time, through a duly recorded written instrument, to re-establish that Committee by election to the Committee of three (3) members.

Enforcement shall be by proceeding at law or in equity by any member of the Architectural Control Committee, or any person or persons having a legal or equitable interest in any of the real property upon which these covenants attach against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. **GENERAL REQUIREMENTS:** The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations on the herein described property conform to and harmonize with the natural surroundings and with existing structures as to external design, materials, color, height, topography, grade, and finished ground elevation. The Architectural Control Committee shall protect the seclusion of each homesite from the other homesites insofar as possible. The Architectural Control Committee shall disapprove any architectural plans submitted to it which are not sufficient for it to exercise the judgment required of it by said covenants.

4. **ARCHITECTURAL COMMITTEE NOT LIABLE:** The Architectural Control Committee shall not be liable for damages to any person submitting any architectural plans for approval, or to any owner or owners of the herein conveyed property, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such architectural plans.

5. **NUISANCES:** No noxious or offensive activity or loud noises shall be carried on upon the above tract of land, nor shall anything be done thereon which may be used or may become an annoyance or nuisance to the neighborhood. No mining, quarrying, tunneling, excavating for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth, shall ever be permitted upon the above described property. At no time shall any unsightly objects such as abandoned or junk vehicles or automobiles, trash, used materials, etc. are to be permitted to remain upon the above described property.

6. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry shall be bred or maintained upon the above described property for any commercial purpose. However, activities such as raising of beef cattle for household consumption and for purposes such as FFA projects shall not be considered a violation of this Section.

7. **GARBAGE AND REFUSE DISPOSAL:** The above described property shall not be used or maintained as a dumping ground for rubbish. No trash, garbage or other waste materials shall be allowed upon said properties unless they are kept in sanitary containers. All

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Incinerators or other equipment for the storage and disposal of waste materials shall be kept in a clean and sanitary condition.

8. **EASEMENTS:** Easements for the installation, maintenance and replacement of utility transmission lines are hereby reserved upon the following portion of the foregoing property:

The South sixteen (S. 16') feet and the West sixteen (W. 16') feet.

9. **BEAUTIFICATION:** The owner of the above described property shall regularly cut the grass and weeds thereupon and shall maintain the same free of rubbish or trash. The above described property shall not be allowed to grow up in vegetation at any time. All shrubbery shall be kept trim and neat in appearance at all times.

10. **RESTRICTIONS ON NUMBER OF RESIDENCES:** No more than two (2) residential dwellings shall be constructed upon the above described property. If more than one (1) residence is allowed, the location of each residence shall be approved by the Architectural Control Committee.

11. **ANTENNA AND/OR SATELLITE DISHES.** Any antenna or satellite dish placed upon the hereinabove described property shall be located behind the main dwelling so that the same shall not be visible from the street. The height of any antenna or satellite dish shall not exceed twenty (20) feet.

12. **COMMERCIAL ACTIVITY.** At no time shall any commercial activity be permitted upon the above described property.

13. **PROHIBITION AGAINST SUBDIVIDING.** The property hereby conveyed shall not be subdivided by either the Grantee(s) or any heir or assign of the Grantee(s).

14. **SANITARY SEPTIC SYSTEM REQUIREMENTS.** All sewage-disposal systems to be installed upon the hereby conveyed property to service the residential dwelling(s) shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the Texas State Department of Health or other applicable agencies having statutory authority to promulgate and/or enforce such requirements, standards and recommendations in Bowie County, Texas. Approval of the system as installed shall be obtained from that authority.

These restrictions are for the mutual benefit of all present and subsequent owners of any portion of that certain 60.592 acre tract of land, more or less, described in the following Deeds:

- 1) Tract One: Deed from J. R. Warren and wife, Faye Warren, to J. A. Duffer dated December 9, 1964, recorded in Volume 449, Page 496, Deed Records, Bowie County, Texas.

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- 2) Tract Two: Deed from Otto Grider to J. A. Duffer dated April 5, 1979, recorded in Volume 648, Page 126, Deed Records, Bowie County, Texas.
- 3) Tract Three: Deed from Ruby Grider Raney to J. A. Duffer dated April 5, 1979, recorded in Volume 648, Page 123, Deed Records, Bowie County, Texas.

If any owner of the real property conveyed by the Deed to which these restrictive covenants are attached shall hereafter violate or attempt to violate any of the restrictions and covenants set forth above, it shall be lawful for any other person owning any portion of said 60.592 acre tract to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants or restrictions and either to prevent him, her or them from so doing or to recover damages from such violation. If the party complaining of such violation is successful in such legal action against the person violating or attempting to violate such covenants or restrictions, the person or persons violating or attempting to violate such covenants or restrictions shall pay the attorney's fees of the complaining party and court costs in connection with such proceeding. These restrictions shall be for a term of thirty (30) years from the date hereof and shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners in acreage of said 60.592 acre tract shall execute a document agreeing to cancel these restrictions or any part thereof and have such document duly recorded in the Office of the County Clerk of Bowie County, Texas.

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