

EXHIBIT "A"

CONDITIONS, RESTRICTIONS AND COVENANTS TO THE USE OF PROPERTY

For purposes of these Conditions, Restrictions and Covenants ("Restrictions"), the Property shall be considered the acres situated in Tyler County, Texas as Exhibit A attached. Grantor declares and adopts the following Restrictions, to protect the owners of portions of the Property or any adjoining property (the "Property") against such use as will depreciate the value of their Property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to insure the highest and best use of said Property; to secure and maintain proper setbacks from roads and adequate free spaces between structures; and in general to enhance the value of investments made by purchasers of portions of the Property.

The Restrictions are set forth below and hereby impressed on the Property and shall run with the land:

1. The Property is to be used for recreation, timber, agriculture, and/or residences. Individual "Manufactured Homes" and recreational vehicles ("RV's") are allowed. Manufactured home parks, mobile home parks, and RV parks are not permitted on the Property. Manufactured Homes and/or RV's must be less than 10 years old when established on the Property. All buildings must be maintained in good appearance at all times and any Manufactured Home must be skirted within 3 months of placement or construction. Commercial or industrial use is not permitted.
2. No portion of the Property may be used for the following uses:
 - (a) Any use that is unlawful or that is offensive by reason of odor, gas, fumes, dust, smoke, noise, pollution or vibration or that otherwise constitutes a nuisance or is hazardous by reason of excessive danger of fire or explosion;
 - (b) Dumping, disposal, incineration, or reduction of garbage, sewage, dead animals, or refuse;
 - (c) The construction or operation of sewage treatment plants or electrical substations (excluding such plants and facilities as may be operated by public

utility companies or by utility districts or governmental authorities);

- (d) Storage of bulk or used materials, a junkyard, a scrap metal yard, or auto salvage yard;
- (e) Resale or pawn shops, flea markets, or bankruptcy, fire sale or auction business;

3. No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, the Property; provided, however, a used home may be moved on to the Property for the purpose of remodeling as a residence, provided, further, that such remodeling is completed within 6 months. No tent, shack, garage, barn or other outbuildings of any character shall be placed or erected on any tract at any time to be used as temporary or permanent residence. All new construction must be of new material and no tarpaper type roof or siding materials will be used on any structure. All buildings and structures shall be completely under skirted with no piers or pilings exposed to view.

4. No building, structure, or automobiles, other than a fence shall be located nearer to a Property line than twenty-five (25) feet.

5. No swine, poultry, or similar animal commercial breeding/production operation shall be kept on the Property.

6. No Property shall be subdivided, except Tracts Two and Four, which may be divided provided that each subdivided part must be 10 acres or more. Notwithstanding the foregoing, the Property may be subdivided into not more than five (5) lots which are 5 acres or more.

7. No outside toilet or privy shall be erected or maintained on any Property. All sanitary plumbing shall conform with the requirements of the State of Texas and the local authorities having jurisdiction. This provision does not apply to "portacan" temporary toilets on the Property so long as such "portacan" does not remain on the property longer than fifteen (15) days after any construction project is completed.

8. Any residential building, residential structure, or residential improvement commenced upon any Property shall be completed as to the exterior finish and appearance within twelve (12) months from the commencement date.

9. No Property or portion of any Property shall be used as a dumping ground for rubbish or trash or any hazardous materials, or waste, nor for storage of items or materials (except during construction of a building) and all Properties shall be clean and kept free of any boxes, rubbish, trash, tall grass or other debris. No refrigerators or other large appliances shall be placed outdoors and no inoperative motor vehicles without current license and inspection sticker shall be placed on or allowed to remain on any lot. Grantor, their successors and assigns, shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure and/or other items and/or clean the Property at the expense of the offending party plus interest at the maximum lawful rate.

10. No commercial skeet, trap, or rifle range operation involving discharging of firearms is allowed.

11. Subject to the provisions of the last sentence of this paragraph, if any person or entity, whether or not lawfully in possession of any portion of the Property, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for any permitted person or entity, as defined hereinafter, possessing rights with respect to any portion of the Property, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Permitted person or entity", as used in the preceding sentence hereof, shall include, but shall not be limited to, (1) all owners and purchasers of any portion of the Property, (2) the heirs, devisees, assignees, legal representative and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any portion of the Property; and any person who owns property adjacent to the Property. Neither the Grantor nor any subsequent purchaser of a portion of the Property shall have any liability of responsibility at law or in



equity on account of the enforcement of, or on account of the failure to enforce the Restrictions.

12. The above Restrictions shall not limit the silvacultural practices on the Property. All timber harvesting and silvacultural activities must comply with the Texas Forest Service Best Management Practices.

11. Invalidation of any one or more of the Restrictions by judgment of any court shall in no way affect any of the other Restrictions and provisions herein contained, which shall remain in full force and effect.

