

YE OLE COUNTRY PLACE COVENANTS

EXHIBIT A

1. Tracts shall be used for residential and agricultural purposes only.
2. Permanent improvements require "approval" of construction plans and specifications in writing by the Developer, its successors and/or assigns (Property Owners Committee). (NO MOBILE HOMES)
3. Buildings to be placed or erected on a tract shall be finished with an acceptable wood, composition, masonry, or metal (excluding corrugated metal siding) residential type building material. All residences and out buildings shall be kept in good repair and in a neat and clean condition, and shall be painted and/or repaired when necessary to preserve the attractiveness of the building.
4. Buildings and/or improvements shall be constructed no closer than 40 feet to the front property line and no closer than 10 feet to any side property boundary line.
5. Signs, advertisements, billboards or advertising will be prohibited unless submitted in writing for approval by the Developers, its successors and/or assigns (Property Owners Association).
6. Property owners can temporarily camp on their tracts with written agreement of the Developer or Property Owners Association that tracts be maintained in a clean and attractive manner.
7. If at any time a purchaser of a tract, his heirs, successors or assigns shall desire to sell such tract or any part thereof, the same shall first be offered to Developer, its successors or nominee, which shall have the right to purchase the same at a price the purchaser, his heirs, successors or assigns can sell such property. If the Developer, its successors or nominee fails to exercise said option within 20 days from date of option, said option shall become null and void unless a sale of said tract is in process.
8. Tracts will be used/developed by the owner in such a manner to avoid becoming an annoyance or nuisance to other tract owners in said community, and the placing, allowing or keeping of anything, or the commission of any act, which is an annoyance or nuisance to owners of other tracts. The owners and occupants of each tract shall clear all rubbish and/or other discarded material and will at all times maintain their premises so as not to constitute or create an annoyance or nuisance to other tracts. No building materials or other materials shall be stored or located outside on any tract except when the storage of building materials is necessary in connection with the construction of improvements then in progress. All rubbish and stored building materials must be removed before the construction is occupied.
9. If a property owner wishes to keep livestock or poultry or other animals on his tract, pens or animals will be managed to avoid having offensive odors or become a nuisance to adjoining property owners.
10. All garbage cans and other trash receptacles shall be kept covered at all times, and no garbage or trash shall be buried on the tract.
11. Each private driveway shall have a drainage structure thereunder and parallel to the roadway which provides a net drainage opening area of sufficient size to permit the free flow of water without back water, and in no event shall such drainage structure have a new drainage opening area less than that of a 12-inch diameter pipe culvert or minimum Washington County, Texas road requirements. If a property owner puts in a culvert that is too small, he shall be responsible for removing it, and repairing any damage to the road bed which was eroded by the culvert being too small.
12. Compliance of these covenants may be by proceeding at law or in equity against any person or persons violating or attempting to violate any restrictions or covenant either to restrain such violation or proposed violation or to recover damages; such enforcement may be made by the Developer or Property Owner's Association and/or the owner of any tract in said subdivision.
13. These covenants shall run with the land, and shall be binding on all persons owning tracts in said COUNTRY PLACE and all persons claiming under them through the year 2005, after which time such covenants shall automatically be extended for successive periods of 10 years, unless an instrument signed by seventy-five percent (75%) of the owners of tracts have been recorded with the County Clerk of Washington County, Texas, agreeing to change such Restrictions and Covenants in whole or in part to revoke them.
14. The violations of any of these restrictions and covenants shall not operate to invalidate any mortgage, deed of trust or other lien held against said property, or any part thereof, and such liens may be enforceable against any and all property covered thereby, subject, nevertheless to these restrictions and covenants.
15. The location and spacing of water wells and septic systems shall meet Washington County, Texas requirements and shall have written approval of the Developer to comply with the master plat requirement of Washington County.
16. The Developer, LANDMARK LOG HOMES, INC., will request that a Property Owners Association be formed when 75% of the tracts are deeded, to assume the duties of the Developer. It will be the duty of the Committee to perform the duties of Landmark Log Homes, Inc. upon its formation. The Committee shall consist of three members elected from the property owners.
17. The Developer reserves unto itself or the Property Owners Association, its successors and assigns, the right and privilege and an easement to use all streets and roads, canals, and waterways, public areas and easements shown on the recorded plat of the subdivision, for utility purposes and surface drainage. The Developer reserves unto itself, its successors and assigns, an easement for utility purposes, as shown on the plat.
18. The Developer reserves for itself and its designated agent or agents the right to use any unsold tract or tracts for a temporary office location, and the right to place a sign or signs on any unsold tracts.
19. If any provision or portion of these protective covenants shall be declared invalid by judgment, court order, or otherwise, it shall not affect or invalidate any other provision or portion thereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof or invalidate such provision or provisions.

We, _____ Purchasers of

In YE OLE COUNTRY PLACE, certify that we have read the foregoing Covenants and agree to the provisions contained herein.

Purchaser: _____

Date: _____

Purchaser: _____