

EXHIBIT "A"

STATE OF TEXAS

COUNTY OF POTTER

KNOW ALL MEN BY THESE PRESENTS:

609126

COVENANTS AND RESTRICTIONS

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The undersigned, Eagle Tree Development Corporation is the owner of Eagle Tree Unit No. 2 of Section No. 92, block 9, B.S.&F. Survey, Potter County, Texas, and in consideration of the benefits to accrue to said corporation and to subsequent owners of such property, does hereby create, impose and impress in and upon such tract of land, the following covenants, which run with the land, and shall be binding upon the undersigned, his successors and assigns, and all persons claiming under him.

**9.01. Use of Lots.** Lot 2, Block 2 may be used for any light commercial purpose approved in writing by Eagle Tree Development Corporation. All other lots shall not be used, nor shall any portion thereof be used, for any purpose other than two single family residences; provided, however, that Lots and dwelling Units owned by Developer or its nominees may be used as models and sales offices and construction offices for the purpose of selling the property. No shed, basement, tent, mobile home or other nonpermanent structure shall be erected or maintained on any lot.

**9.02. Animals.** Animals are permitted on any tract for personal use or as pets only. Four (4) horses are permitted per lot. On any lot consisting of more than 8 acres a maximum of 1 horse is allowed per every 2 acres. Adequate stabling of such animals must be provided by Owner. No sheep, goats, swine or other livestock may be kept on any lot. Any dog must be kept on a leash or in a fenced enclosure. Any landowner may cause any unleashed dog to be removed to the pound or animal shelter under the jurisdiction of the appropriate governmental agency. Two (2) calves may be substituted for two (2) of the above horses.

**9.03. Parking and Vehicles.** No vehicles of any type shall be permanently or semi-permanently parked in the streets or roadways or on any Common Area for purposes of accomplishing repairs thereto or the reconstruction thereof. No old or inoperable or unlicensed vehicles shall be temporarily parked on any lot or common area. No commercial vehicle or equipment shall be kept on the property except at such site as may be provided for in a common area. Any camper tops which are not in use will be stored behind dwelling, or in a covered garage or storage building. All vehicles on the property shall comply with City of Amarillo ordinance 14-87, or any amendment thereof, or successor ordinance thereto.

**9.04. Limitations on Commercial Activities.** No business of any kind whatsoever shall be established, maintained, operated, carried on, permitted or conducted on the Properties, or any part thereof, excepting for the business of Developer in completing the construction of residences on the Property and of disposing of the same by sale, lease or otherwise, and excepting professional and administrative occupations without external evidence thereof.

**9.05. Offensive Activities.** No noxious, illegal or offensive activities shall be carried on within any Lot, or in any part of the property, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Property or in their enjoyment of Common Areas. Without limiting any of the foregoing, no Owner shall permit noise, including, but not limited to, the barking of dogs, to emanate from Owners' Lots which would unreasonably disturb another Owners' quiet enjoyment of his lot or of the Common Area. No motorized vehicles or firearms of any type shall be allowed in the Common Areas or Greenways (Bridle Paths).

**9.06. Garbage and Refuse Disposal.** All rubbish, trash and garbage shall be placed and kept in covered sanitary containers. Individually owned containers must be kept behind dwelling structure. No portion of any Lot shall be used for the storage of building materials or other materials other than in connection with approved construction, or in a storage building or in a fenced enclosure. No junk, salvage or debris of any kind or character shall be placed or permitted to accumulate on any lot.

**9.07. Appliances.** No clothes washers, clothes dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area. Any clothesline, propane tanks or satellite systems must be kept behind dwelling structure.

**9.08. Mailboxes and Exterior Newspaper Tubes.** Mailboxes shall comply with all applicable postal regulations. There shall be no free-standing exterior newspaper tubes except in an area approved by Developer.

**9.09. Signs.** No sign of any kind shall be displayed to the public view on or from any Lot without the approval of the Developer except as follows:

a. Such signs as may be used by Developer in connection with the development of the Project and the sale of Lots; and

b. One "For Sale" sign of customary and reasonable dimension, per lot.

The permission of the Developer shall be required before any "For Sale" signs are placed on any Common Area.

**9.10. No Mining.** No surface of any parcel in the Project shall be considered for mining purposes except as required by the Developer.

**9.11. Perimeter Fencing.** No structures or fence posts may be built or placed in the Santa Fe Pipeline Easement. In the event a lot owner wishes to construct a fence around the perimeter of his lot, the same shall meet the following restrictions: No railroad ties or telephone poles shall be used except as corner posts. A 3" top post, either cedar or perma treated, or a steel post is required (with the exception of such corners). Fence posts may not extend higher than 6" from the top wire, strand, or similar portion of the fencing. No hog or poultry wire may be used, only smooth or barbed wire may be used. Any other type of fencing must be approved by the Developer.

9.12. Exterior Maintenance. Each Owner shall be responsible for all exterior maintenance which is required upon his buildings and/or Lot in order to maintain same in a first class condition including weed control and mowing.

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9.13. Sanitary Facilities. The main dwelling structure shall be equipped with a septic tank and drain field as required by state and local law. No cesspools, open toilets, privies, or portable toilets shall be permitted on any Lot.

9.14. Residence (Dwelling Structure). Any dwelling structure must be of new construction consisting of wood or masonry with the exception of used brick on the exterior of new construction materials. No old or secondhand buildings shall be moved onto any lot. The main dwelling structure shall be set back a minimum of 50 feet from the front property line and 30 feet from the side property lines, with the exception of the dwelling structures on lots 8, 9, 10, 11, 12, 13, 16 and 17, Unit 2 Phase 1, which shall be set back a minimum of 30 feet from the front property line and 8 feet from the side property line. In the event contiguous lots are purchased by one owner the entire plot shall be considered a single lot for set back requirements. The total floor area of the dwelling structure exclusive of garages, carports or open porches may not be less than 1,600 sq. ft. A new dwelling structure may be moved onto any lot provided it complies with all the above provisions. Plans for all dwelling structures, with the exception of dwelling structures with an exterior construction of 60% masonry, must be approved in writing by Developer.

9.15. Outbuildings. All outbuildings must be of new construction of metal with baked on enamel finish, painted wood surface or masonry. No corrugated iron may be used on any buildings. No outbuilding may be erected closer than 30 feet from either side property line or nearer to the front property line than 50 feet, with the exception of the outbuildings on lots 8, 9, 10, 11, 12, 13, 16 and 17, Unit 2 Phase 1, which shall be set back a minimum of 30 feet from the front property line and 8 feet from the side property line.

9.16. Duration. These restrictions run with the land and are binding and effective until August 1, 2005, after which time said restrictions shall be automatically extended for successive 10 year periods unless and until terminated or changed by a recorded vote of the majority of the then owners of Eagle Tree Unit No. 2, Phase 1.

**ENFORCEMENT**

Violation of these covenants and restrictions may be restrained in a proceeding at law or equity without proof of irreparable damage or damages for which any lot owner may recover; alternatively, either Eagle Tree Development Corporation or any lot owner may sue for damages; and finally, if a violation occurs prior to payment in full under the Real Estate Conditional Sale Contract, Purchaser will be in default under said Contract, and may suffer a complete forfeiture of interest, all pursuant to the further terms and conditions of said contract.

Invalidation of one or more of the restrictions or covenants shall not affect the other provisions herein which shall remain in full force and effect.

Executed this 24<sup>th</sup> day of September 19 85.

Eagle Tree Development Corporation

By: [Signature]  
Joe B. Wells, President

The State of Texas  
County of Potter

This instrument was acknowledged before me on 2-24-85, by JOE B. WELLS, as President of EAGLE TREE DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.

[Signature]  
Notary Public in and for the State of Texas  
My Comm. Expires 9-29-88.

Approved and accepted this 6<sup>th</sup> day of June 19 85

[Signature]  
Purchaser  
[Signature]  
Purchaser

