

# Exhibit A

## DECLARATION TO THE PUBLIC OF COVENANTS, CONDITIONS OR RESTRICTIONS FOR HARD LUCK ROAD SUBDIVISION, GUADALUPE COUNTY, TEXAS

This declaration of covenants, conditions or restrictions is hereby published by SHANE OSBORNE and REBECCA OSBORNE, hereafter called Declarant, as owners of the tract of land known as 19 Acres on HARD LUCK ROAD, Guadalupe County, Texas and shall be applicable to each lot hereafter conveyed by Declarant out of said HARD LUCK ROAD property and shall be deemed to be incorporated in each deed to any portion of the following described property:

Declarant hereby provided that each lot sold within said property shall be subject to each of the following covenants, conditions or restrictions:

1. The above described property shall be used for residence purposes only. Any resident structure to be erected on the said property shall be of 60% masonry construction and contain a minimum for living area, exclusive of porches and garages, of not less than 1400 square feet. No manufactured homes shall be on the property at any time. The residence must be constructed on site on the property.
2. Said property shall not be used for the purpose of raising swine with the only exception being school projects.
3. No dangerous animals may be kept on the premises. "Dangerous animal" means any wild animal which is not naturally tame or gentle, but is of a wild nature or disposition, and which, because of its size, vicious nature, or other characteristics, would constitute a danger to human life, other animals, or property. "Dangerous animal" also includes any dog or other domesticated animal which, because of its vicious nature or other characteristics constitutes a danger to human life, other animals, or property. Any breed of dog that is considered to be a "pit-bull" may not be kept on the property at any time.
4. No cess-pools shall ever be dug, used or maintained on any lot, and whenever a residence is established on any lot, all toilets shall be connected to a septic tank which complies with all applicable regulations or to a sewer system which may hereafter be created for the area in which the property is located.
5. No trailer, tent or shack shall be placed, erected or permitted to remain on said property, nor shall any structure of a temporary character be used at any time as a residence on the subject property. All out-buildings, including, by way of illustration but not by way of limitation, detached garages, stable or barns placed or erected on said property shall be in harmony and conformity of design with that of the main residence structure and shall be maintained in a sightly and presentable condition.

6. No motor vehicle shall be kept in a place on the property:
  - a. where it is visible from the public road on which the property fronts if any such vehicle is inoperative and does not have lawfully affixed to it either an un-expired license plate or a valid motor vehicle safety inspection certificate,
  - b. that is wrecked, dismantled, partially dismantled or discarded, or
  - c. that remains inoperative for a continuous period of more than 45 days within sight of the public road on which the property fronts or adjoining property.
7. No obnoxious, unlawful or offensive activity shall be carried on upon said property, nor shall anything be done there on which may be or become an annoyance or a nuisance.
8. No building shall be located nearer than 25 feet to the road on which the property fronts, or nearer than 15 feet to any other property line.
9. No trash, ashes or other refuse may be thrown or dumped on the said property. Grass, weeds and vegetations on said property shall be mowed regularly and drainage areas over and across any part of said property shall be kept clean and open so as to maintain the same in a neat and attractive manner.
10. Oil, gas and other mineral exploration or operations shall not be permitted upon said property. Oil, gas and other mineral receptacles or tunnels, pipelines or mining equipment shall not be permitted on said property nor shall quarrying or mining operation of any kind be permitted.
11. No commercial vehicles may be parked on said property unless it is the primary vehicle of the owner of property or permanent resident family member of property.
12. No commercial semi-trucks or tractor trailers may be parked overnight on property unless it is for construction on the property or delivery to the property.
13. Only one primary residence may be placed on property. No lot may be subdivided into more than one lot.
14. The covenants, conditions or restrictions set out herein are hereby declared severable and if any one or more of the said restrictions shall be held unconstitutional, invalid or for any reason not enforced by judgment or court order, none of the others shall be affected or invalidated thereby, but shall remain in full force and effect, as though written in a separate instrument.
15. The foregoing covenants, conditions or restrictions are hereby declare to be covenants, conditions or restrictions running with the land herein described, and shall be binding on the Purchaser of any lot therein, and all claiming by, through, or under Purchaser, whether they be set out in subsequent conveyance of said property or not, and if the said Purchaser, or anyone claiming by, through, or under Purchaser shall at any time violate or attempt to violate or shall fail to observe or perform any of the covenants, conditions or restrictions, it shall be lawful for the appropriate proceedings at law or in equity to remedy or prevent the violation of any such covenants. No failure to enforce any or all of the restrictions contained herein in the event of a default thereof shall constitute a waiver of any right to enforce the same in the event of a continuing or subsequent default thereof.

16. These covenants, conditions or restrictions may be amended only by an agreement in writing executed by Declarant or his authorized representative and the owner of the said lot. There shall be no expiration date imposed upon these covenants, conditions or restrictions.
17. Declarant hereby covenants that in the event of the sale of said property, Declarant will impose the foregoing covenants, conditions or restriction against the same except as they might be amended or provided herein. These restrictions shall not apply by implication or otherwise to any other property owned by Declarant, whether the same be adjacent to the property described herein or detached there from.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

OWNERS AND DECLARANT:

  
SHANE OSBORNE

  
REBECCA OSBORNE

#### ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF GUADALUPE

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF GUADALUPE

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

PURCHASERS

\_\_\_\_\_

ACKNOWLEDGEMENT  
STATE OF TEXAS  
COUNTY OF GUADALUPE

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF GUADALUPE

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas