

EXHIBIT "A"

RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, ETC.
AFFECTING COMANCHE RANCHERIAS

1. No buildings other than a single family residence containing not less than 1000 square feet, exclusive of open porches, breezeways, carports, and garages, shall be erected or constructed on any residential lot in Comanche Rancherias and no garage may be erected except simultaneously with or subsequent to erection of residence. The exterior of all buildings must be completed not later than six (6) months after laying foundations and no structures or house trailers of any kind may be moved on the property. Servant quarters and guest houses may be constructed on the rear one-third of said lots after completion of permanent residence.
2. No building or structure shall be erected or constructed on any lot until the building plans, specifications, plat plans and external design have first been approved in writing by the Grantor or by such nominee or nominees as it may designate in writing.
3. No improvements shall be erected or constructed on any lot in Comanche Rancherias nearer than 30 feet to the front property line nor nearer than 5 feet to the side property line, except in the case of corner lots, no improvements shall be erected or constructed within 10 feet of the side property lines adjacent to streets. In lots 100 feet or less in depth, the foot setback may be 10 feet.
4. All lots shall be used solely for residential purposes unless Grantor shall hereafter vary same in writing. Motels and tourist courts shall be deemed to be a business use.
5. No lot may be subdivided unless written approval is given by the Grantors, its assigns or designees.
6. No advertising or "For Sale" signs shall be erected on Comanche Rancherias without written approval of Grantor, its assigns or designees.
7. No building or structure shall be occupied or used until the exterior hereof is completely finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and local Departments of Health. Before any work is done pertaining to the location of utilities, approval of said location must be first obtained from Grantor.
8. No removal of trees nor excavation of any other materials other than for landscaping, construction of buildings, driveways, etc. will be permitted without written permission of the Grantor.
9. An assessment of Fifteen Dollars (\$15.00) per lot per year shall run against each lot in said subdivision for the maintenance of the parking area, boat launching areas, according to rules and regulations of Grantor. The decision of the Grantor, its nominee or consignee with respect to the use and expenditure of such funds shall be conclusive and the Grantee shall have the right to dictate how such funds shall be used. Such assessment shall be and is hereby secured by lien on each lot, respectively, and shall be payable to the Grantor in Johnson City, Texas, on the first day of June of each year commencing June 1, 1965, or to such other persons as Grantor may designate by instrument filed of record in the office of the County Clerk, Llano County, Texas. In cases where one owner owns more than one lot, there will be only one assessment for such owner. Provided, however, that any such owner should sell one or more of his lots to a party who theretofore did not own property in Comanche Rancherias, then said lot or lots so transferred shall thereafter be subject to the lien provided for in Covenant 9.
10. All accepted property owners and members of their families shall have ingress and egress to the lake, boat ramps and to the parking areas, as shown on the plats of Comanche Rancherias, subject to the rules and regulations of Grantor, but all other must have written approval of said Grantor. All boat ramps, lake and parking areas and beach improvements shall be available for use to accepted property owners and their families at their own risk.
11. No noxious, offensive, unlawful or immoral use shall be made of the premises. All covenants and restrictions shall be binding upon the Grantee or his successors, heirs and assigns. Said covenants and restrictions are for the benefit of the entire subdivision.

12. The Grantor reserves to itself, its successors and assigns, an easement or right-of-way over a strip along the side, front and rear boundary lines of the lots or lots hereby conveyed for the purpose of installation or maintenance of utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purposes of providing for practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to the Grantor to supply such services.

13. All lots are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.

14. Grantor excepts and excludes from this conveyance an outstanding one sixteenth (1/16th) non-participating royalty interest in all minerals of every kind that may be produced from the land hereby conveyed, same being one-half (1/2) of the usual one-eighth (1/8) land owner's royalty.

15. Grantor has entered into a contract with Greenwood Water Company, Inc., whereby the latter has agreed to install a water system to service lot owners in Comanche Rancherías, and whereby Grantor has agreed to collect the sum of \$250.00 per lot for the benefit of said water company, which \$250.00 per lot is included in the purchase price hereof and the sum of \$250.00 has been collected by Grantor from Grantee for the benefit of said water company, the receipt of which is hereby acknowledged.

16. Invalidity of any one of these covenants, or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

THE STATE OF TEXAS, I
COUNTY OF LLANO, I

THAT, COMANCHE CATTLE CORPORATION, a Corporation, organized and existing under the laws of the State of Texas, acting herein by and through its duly authorized President, A. W. Mousund, do hereby adopt and accept the following plat of a subdivision of a tract of 61.3 acres of land, situated on Granite Shoals Lake, being a part of the Alejandro Gortare Survey No. 509, Abstract No. 207, which tract of 61.3 acres of land is that heretofore surveyed by the State of Texas, and is shown on the plat of said survey, as recorded in the County Clerk's Office of Llano County, Texas, in Volume 1, page 143, et seq., of the Dead Records of Llano County, Texas, reference to which deed and its record thereof being made for full and complete reference is hereby made. The said subdivision is shown on the plat of said survey, as recorded in the County Clerk's Office of Llano County, Texas, in Volume 1, page 143, et seq., of the Dead Records of Llano County, Texas, and is hereby dedicated to the use of the public for recreation, and the same are intended to be used for the purpose and consideration therein expressed as shown on said plat.

IN WITNESS WHEREOF, the said COMANCHE CATTLE CORPORATION, has caused these presents to be signed by A. W. Mousund, its President, and its common seal to be hereunto set and attested by its Secretary, this 30th day of June, A. D. 1965.

COMANCHE CATTLE CORPORATION
BY: *A. W. Mousund*
A. W. MOUSUND, PRESIDENT
Secretary

THE STATE OF TEXAS, I
COUNTY OF LLANO, I

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared A. W. Mousund, President of Comanche Cattle Corporation, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same as the act of said Comanche Cattle Corporation, and that he executed the same as the act of said Corporation for the purposes and consideration therein expressed, and in the capacity therein stated, and that he acknowledged the same to me in the presence of the undersigned authority, this 30th day of June, A. D. 1965.

NOTARY PUBLIC, LLANO COUNTY, TEXAS
William C. McCall
Texas (Wilburn Outman, Jr.)

THE STATE OF TEXAS, I
COUNTY OF LLANO, I

I, J. P. McCall, County Judge of Llano County, Texas, do hereby certify that the foregoing plat and accompanying dedication, dated the 30th day of June, A. D. 1965, with its official seal, and the signature of the President of the Comanche Cattle Corporation, and by the said Commissioner's Court duly considered and found by it to conform to the laws of the State of Texas, and that it was approved for filing in the County Clerk's Office of Llano County, Texas.

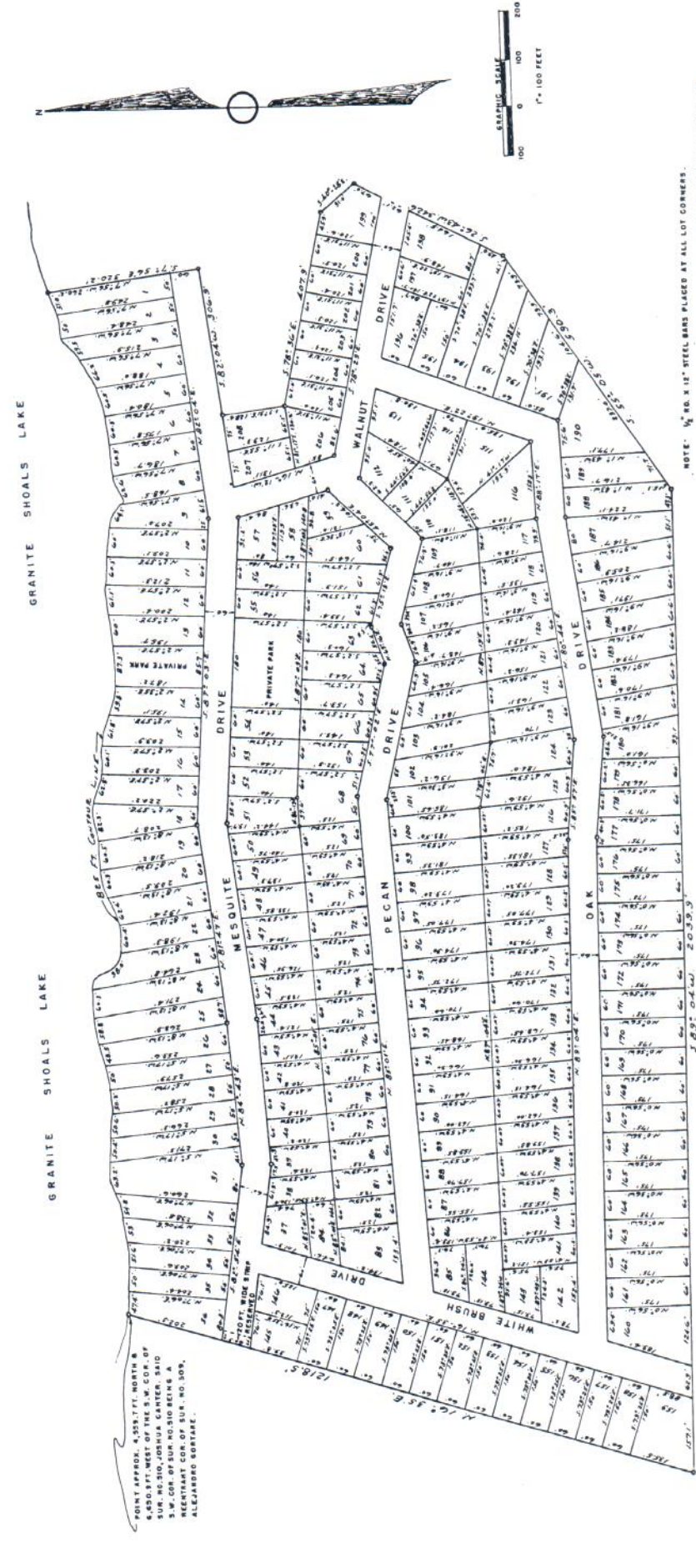
TO CERTIFY WHICH, the undersigned, as County Judge of Llano County, Texas, does hereby affix his hand, attested by the Seal of the County of Llano County, Texas, on this 30th day of June, A. D. 1965.

NOTARY
J. P. McCall
County Judge, Llano County, Texas
County Clerk, Llano County, Texas

THE STATE OF TEXAS, I
COUNTY OF LLANO, I

I, LEE McDONALD, County Clerk of Llano County, Texas, hereby certify that the foregoing plat and accompanying dedication, dated the 30th day of June, A. D. 1965, with its official seal, and the signature of the President of the Comanche Cattle Corporation, and by the said Commissioner's Court duly considered and found by it to conform to the laws of the State of Texas, and that it was approved for filing in the County Clerk's Office of Llano County, Texas, on this 30th day of June, A. D. 1965, at 10:00 o'clock A. M. and was duly recorded on the page 143 of the plat Records of Llano County, Texas, of Volume 1, page 143, et seq., of the Dead Records of Llano County, Texas, on this 30th day of June, A. D. 1965.

WITNESS my hand and seal of office, this 30th day of June, A. D. 1965.
County Clerk, Llano County, Texas



NOTE: 1/2" X 12" STEEL BARS PLACED AT ALL LOT CORNERS.
UTILITY EASEMENT IS GRANTED ON ALL STREETS AND DOWN THE LOT LINES.

SUR. NO. 509
ALEJANDRO GORTARE
61.3 ACRES

COMANCHE RANCHERIAS
UNIT NO. 1

A 61.3 ACRE SUBDIVISION SITUATED ON GRANITE SHOALS LAKE,
LLANO COUNTY, TEXAS, BEING PART OF THE ALEJANDRO GORTARE
SURVEY NO. 509, ABSTRACT NO. 277.

Victor L. Nixon
VICTOR L. NIXON
REGISTERED PUBLIC SURVEYOR
REC. NO. 655