

“EXHIBIT A”

RESTRICTIONS  
Limpia Crossing

The conveyance of each tract of land is expressly made and accepted subject to the following conditions and restrictions which shall be included in each and every deed for each lot conveyed in Phase I of Limpia Crossing:

- 1) Outstanding interest in oil, gas and other minerals, in upon, or under said property which are now owned by third parties as set forth in the Deed Records of Jeff Davis County, Texas, and any then existing oil., gas, and mineral leases covering part or all of said property.
- 2) Grantor hereby conveys the surface only to each tract plus any royalty interest which it may own in the oil, gas and other minerals in, upon and under said property. No other mineral rights are conveyed.
- 3) Various fifty foot road easements across Phase I of Limpia Crossing for use of Purchaser and all other property owners in Limpia Crossing.
- 4). Twenty-five foot utility easements running along the back and both side and a fifty foot utility easement on the road front of each and every lot.
- 5) Any other easements, rights-of-way, restrictions, reservations, or agreements affecting said property which are of record in the Deed Records of Jeff Davis County, Texas, or which are visible and apparent upon the ground.
- 6) All applicable laws, ordinances, rules and regulations of any governmental authority.
- 7) Restriction against raising swine for commercial purposes; restriction requiring all livestock to be retained by adequate fences on grantee's property; restriction against using any part of the property as a dumping ground for rubbish; restriction requiring all rubbish, trash and garbage to be kept in sanitary containers; restriction against burning trash, brush or garbage except in a safe incinerator; restriction against discharging any firearms; grantees or any guest of grantees shall not use the property in violation of any of these restrictions.
- 8) No camps, tents, shacks or any structure of a temporary character may be maintained at any time as a residence. Structures are to be kept neat with the surrounding areas free of unnatural debris. No noxious or offensive activity shall be carried on upon any part of the property, nor shall anything be done thereon which may be or become any annoyance or nuisance to any other property owner in Limpia Crossing.

9) The property shall be used only for residential purposes and only one single family residence containing no less than 900 square feet of enclosed living area, excluding screen porches, may be erected, placed or permitted to remain on the property. The property shall not be used for any type of business, commercial, manufacturing or multi-family housing purposes.

10) The property may be subdivided one time only provided, however, that each subdivided lot must contain no less than five (5) acres.

11) Double wide mobile homes may be placed on the property as a permanent residence, provided that each such mobile home must comply with the 900 square foot minimum living area requirement provided for in (9) above and provided further, that no single wide mobile home may be placed on the property as a permanent residence.

12) Obligation to make annual contributions for maintenance of roads, to Limpia Crossing Property Owners Association (LCPOA) of \$4.00 per month per lot. *[The monthly rate has been increased over time by votes of the membership. The current rate is \$24.00 per lot per month. Those whose lot(s) front on Highway 118 and / or whose lot(s) do not front on Limpia Crossing roads will not be billed for road maintenance fees.]*

13) Grantee shall comply with any and all governmental laws, ordinance, rules and regulations, as well as any reasonable request from officials of the McDonald's Observatory concerning the placement, operation and maintenance of artificial lighting or any other matters which may affect or interfere with the operations of McDonald's Observatory.

14) These restrictions and covenants shall run with the land and shall be fully binding upon all persons acquiring the property, whether by conveyance, assignment or operation of law. These covenants and restrictions shall be binding until January 1, 2009 and thereafter, said restrictions and covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument in writing executed by two-thirds of the then owners of all the property within Limpia Crossing shall be filed of record in the Real Property Records of Jeff Davis County, Texas, altering, amending, or removing any or all of the said restrictions and covenants.

In the event that any person or persons shall violate or attempt to violate any of the restrictions and covenants set forth above, any person or persons owning property in Limpia Crossing shall have the right to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction to covenant.