EXHIBIT "A"

SOUTHWOODS (Restrictions)

1. All tracts shall be used solely for residential purposes, being limited to a single family residence. Only one permenant residence building will be permitted on any one tract.

2. a. No single family dwelling house which contains less than 1600 square feet of combined living area and attached enclosed garage area, exclusive of porches, breezeways, carports or basements may be erected on any tract. Said dwelling shall contain a minimum of 1200 square feet of living area. The minimum square footage of living area shall be that area which is heated and cooled.

   b. Multiple Story dwellings must contain not less than 1400 square feet of combined living area and attached enclosed garages on its ground floor. The living area on its ground floor shall be a minimum of 1000 square feet.

   c. Servants quarters, guest houses and outbuildings may be constructed on the property after completion of the dwelling house.

   d. The exterior of any building shall be completed not later than ten (10) months after laying the foundation of that respective building.

3. No building shall be occupied until the exterior thereof shall be completely finished and connected to a septic tank or other disposal system approved by the County and or State Health Department of other governing body. No outside toilets or cesspools shall be permitted. All septic tank drain field lines and water wells shall be placed no closer than 50 feet from any property line unless approved for a closer distance by the appropriate governing body controlling wells and septic systems. Where the property line is adjacent to a roadway, the distance from the center of the roadway to the well or drain line shall control.

4. No dwelling house shall be moved onto any tract. All dwelling houses in this subdivision shall be constructed and erected on site and no mobile, modular, pre-manufactured and or industrial built homes shall be used as dwellings, nor stored on any tract.

5. No single family dwelling house shall be erected on any tract nearer than 50 feet from the front property line, and if a tract fronts more than one street the setback line shall be a minimum of 50 feet on each street frontage. Any other buildings erected shall not be nearer than 80 feet from the front property line of any and all streets.

6. After completion of a permenant residence, tract owners may store their personal travel trailers, motor homes or other recreational vehicles, so long as it is not used as a permenant dwelling and is not stored closer to the street than the rear line of the residence. During the period of construction of a dwelling house lot owners may camp in their recreational vehicles on the tract for a period not exceeding 10 months.

7. No tracts shall be used for any commercial purposes. No mineral exploration of any type which will damage the surface shall be permitted on any tract.

8. No resubdivision shall be permitted without the consent of the Developer within 5 years from the date hereof. After 5 years from the date hereof any tract may be resubdivided provided said resubdivision shall not result in any tract containing less than 2 acres in size.

9. No Church shall be erected on any tract in this subdivision.

10. No junk or in-operative vehicles may be stored on any tract or street in this subdivision.

11. No swine shall be kept on any tract. Other livestock, pets and poultry shall be permitted provided said livestock is sheltered and kept within the boundaries of said tract. There shall be no commercial feeding operations or no commercial breeding of animals conducted thereon.

12. No noxious or offensive activity shall be permitted on any tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the neighborhood. Owners are to keep said property clean and neat in appearance and free of litter at all times, including the occasional mowing of grass and weeds which shall enhance the beauty of the subdivision and act as a fire protection measure. No disposal of any kind shall be allowed that would pollute any stream or body of water, or which would be unsightly, offensive or other wise adversely affect the natural beauty and value of any property in said subdivision.

13. All perimeter fences to be erected on any tract shall be of new material and professional in appearance.

14. Hunting shall be by the use of shotgun only. Personal safety of owners and owners of neighboring tracts shall be of prime consideration. Subleasing for hunting is specifically forbidden.

15. Tract owners shall not alter the natural drainage of surface water over and across the tract.

16. The Developer reserves unto himself or his assigns, an easement for utility purposes ten (10) feet wide on each side of all lot or tract lines and roadways and easements for anchor guy combinations wherever necessary and twenty feet (20') along the entire perimeter (boundary) of said subdivision for the installation and maintenance of electric, telephone and utility lines, and reserves the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises to employees of utilities owning said lines.

Developer as used in these restrictions shall refer to Vernon E. Penick and Jimmy R. Penick, their heirs successors or assigns.

The restrictions described herein shall continue in force until December 31, 2006 and thereafter until changed by 65% of the property owners, each tract owner having one vote per tract. A tract owner shall be the record owners of legal title as shown by the Deed Records of Gillespie County, Texas. Any changes must be in writing and a copy of the changes forwarded to the last known address of all tract owners.

If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of this instrument or the application thereof shall not be affected thereby, nor shall any failure of the Developer or tract owner to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity of enforceability of such term or provision.

The Developer and every other person, firm or corporation hereinafter having any right, title or interest in any tract or parcel of land in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.