

**SUBSTANCE OF RESTRICTIVE COVENANTS
TO RUN WITH THE LAND
EXHIBIT "B"**

1. The tracts in _____ **County, Texas,** _____ shall be used for the purpose of private, single family residences. No multi-family residences (e.g. apartments or duplexes) or commercial use shall be permitted.
2. No more than one dwelling shall be permitted to remain on the Property.
3. No building or structure shall be erected within fifty (50') feet of the front property lines, within ten (10') feet of the side lines or within ten (10') feet of the back property lines of any tract or lot.
4. No structures shall be erected or placed on any tract unless built of solid permanent materials with pleasing exterior. No structures shall have tarpaper, rolled brick siding or similar material on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent in permanency.
5. Sewage disposal systems shall be of a type approved or recommended by the State of Texas and at all times maintained in a proper condition.
6. The exterior of any structure constructed on any tract shall be "dried in" within 6 months from the date of commencement of construction. As used, "dried in" means that the outside exterior of the building must have the appearance of a completed building.
7. Dwellings shall contain not less than 1500 square feet of living area, exclusive of porches and garages. Every building constructed or placed on any lot shall be of new construction. Old houses are expressly prohibited from being moved onto the Property.
8. The foundation under the living area of each single-family residential dwelling (exclusive of screened porches, terraces, driveways, garages, (or other covered parking facility and other out buildings) shall be made of concrete or any other material that may be produced in the future, which was the same appearance and properties of concrete. Chain wall foundations will be acceptable where needed.
9. Fencing shall be permitted on property lines, but it should be noted that there is a utility easement on all sides of tracts. Any fencing shall be done in a neat, orderly and professional manner.
10. Easements for access, installation and maintenance of utilities and drainage facilities are reserved for a distance of ten (10') feet on all sides of the Property. Any damage to fencing or improvements caused, directly or indirectly, during access to, use of or maintenance of the easements is strictly the responsibility of the owner of the Property.
11. The owner of the Property may camp or erect a tent or camper on his lot for temporary use not to exceed a period of fourteen (14) days during a calendar year.
12. No tents or campers, trailers or other vehicles shall be used on any of the property for residential purposes on a permanent basis. No pre-manufactured, modular trailer or any other structure not built on site shall be permitted. No Jim Walters type of home or other comparable types of homes shall be permitted.
13. Livestock or poultry shall be permitted if properly caged and maintained. Saddle stock and cattle will be permitted at the rate of one (1) head per 1/2 acre, maximum. Dogs, cats and other household pets shall be permitted at the rate of one (1) head per 1/2 acre. Hogs or swine shall be permitted only on lots of four (4) acres or larger in size at the rate of one (1) head per acre.
14. No portion of the land shall be used as a dumping ground for rubbish or trash, and the land shall be kept clean and free of any boxes, rubbish, trash, junk vehicles (which is meant to include any non-operative vehicle) or any other unsightly items incompatible with residential usage. No outside toilet or privy shall be erected or maintained on the land.
15. No portion of the property shall be used in a manner that adversely affects adjoining property owners or creates an annoyance or nuisance to other property owners. This shall include noise pollution such as barking dogs, loud music, or any animal or fowl that causes a nuisance.
16. All tracts shall be kept in a clean and orderly condition at all times, and all trash, garage and other waste shall be kept in sanitary containers to the rear of the dwelling. Waste placed by the roadway for pickup shall be in disposable containers.
17. For a period of fifteen (15) years, the Property shall not be further subdivided into tracts of less than five (5) acres.
18. All dwellings and buildings must be placed parallel or perpendicular to the front property lines.
19. No sign of any kind shall be displayed in public view on any tract, except customary name and address signs and lawn signs of not more than three square feet in size advertising a property for sale or rent.
20. If the owner of the land shall violate any of the provisions of these restrictive covenants, any owner governed by these conditions or covenants herein shall be entitled to prosecute any proceedings at law or in equity against the person or

persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation, or both.

21. Invalidation of any one or more of these covenants and restrictions by judgment of any Court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.
22. The provisions hereof shall run with the land and be binding for a period of fifteen (15) years from the date hereof, at which time, all provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to expiration of any such period, the then owners of 60% of the acreage tracts shall have executed and recorded an instrument changing the provisions herein.

BUYER INITIALS: _____

DATE: _____