

EXHIBIT “B”

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF ORANGE

It is the Grantor's desire to establish a uniform plan of development for a 11.850 acre tract of land out of the WILLIAM DYSON SURVEY, ABSTRACT NO. 10, Orange County, Texas. Said tract is referred to herein as the TWIN LAKES ESTATES PHASE 2, herein after acknowledged as “the subdivision” as recorded in Vol ____ Pg ____ of the Map Records of Orange County, Texas. In order to ensure the preservation of the uniform plan for the benefit of both the current owner of the TWIN LAKES ESTATES PHASE 2 and the future owners of any part thereof, Grantor hereby adopts, establishes and imposes upon the subdivision, exclusive of any access easements, the following restrictions, covenants, conditions, easements, stipulations and reservations:

1. Each contract, deed, deed of trust, or other instrument which may be executed with respect to any property situated within the subdivision shall be deemed and held to have been executed, delivered and accepted subject to all the terms and provisions contained herein, regardless of whether or not any such terms and provisions are set forth and referred to therein.
2. The streets and roads shown on said recorded plat are dedicated to the use of the public. The 15' Utility & Drainage Easement and 25' Building Setback as shown on said recorded plat are dedicated subject to the reservations hereinafter set forth.
3. (a) The utility easements shown on the recorded plat are dedicated with the reservations that such utility easements are for the use and benefit of any public utility authorized to operate and/or operating in Orange County, Texas, as well as for the benefit of the Grantor and the property owners in the subdivision to allow for the constructions, repair, maintenance and operation of a system or systems of electric light and power lines, telephone lines, gas lines, water lines, sanitary sewers, and any other utility or service which the Grantor may find necessary or proper.

(b) The title conveyed to any property in the subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer, or sanitary lines, poles, pipes, conduits or other appurtenances or facilities constructed by Grantor or public utility companies upon, under, along, across or through such public utility easements; and the right, (but no obligation) to construct, maintain, repair, and operate such systems, utilities, appurtenances and facilities is reserved to the Grantor, his heirs, successors and assigns.

(c) The right to sell or lease such lines, utilities, appurtenances, or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to Grantor.

(d) Neither the Grantor, nor his heirs, successors or assigns, using said utility easements shall be liable for any damages done by any such parties or any of their agents or

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employees to shrubbery, trees, flowers, or other property of the land owner situated on the land covered by said utility easements shown on the recorded plat.

4. The provisions hereof, including the reservations, easements, covenants, conditions, restrictions herein set forth, shall run with the land and shall be binding upon the Grantor, his heirs, successors and assigns, and all persons or parties claiming under him or them for a period of twenty five (25) years from the date hereof, at which time all such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of twenty five (25) years, or ten (10) years, the then owners of sixty (60%) percent of the lots in the subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period be the aforesaid twenty five (25) year period or any successive ten (10) year period thereafter.
5. In the event of any violation, or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions, or restrictions herein contained, enforcement shall be authorized by any proceeding law or in equity against any person or persons violating or attempting to violate any of such provisions, including but not limited to a proceeding to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such persons has sustained by the reason of the violation of such provision. Any person found to have violated, or attempted to violate any of the provisions hereof in any proceedings at law or in equity hereby agrees to pay to the opposite parties Attorney in the action or proceeding such fees to be fixed by the Court. It shall be lawful for the Grantor, or any person or persons owning property in the subdivision to prosecute and proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed as a waiver of the right to do so thereafter.
6. Should any portion of this instrument for any reason be declared invalid, such decision shall not effect the validity of the remaining portion, which remaining portion shall remain in full force and effect as if this instrument had been executed with the invalid portion therein eliminated.
7. No violation of the provisions herein contained, or any portion thereof, shall effect the liens created by any mortgage, deed of trust, or other instrument presently of record, or hereinafter placed of record, or otherwise affect the rights of any person holding under the same, and the liens created by any such instruments may, nevertheless, be enforced in accordance with its terms; provided, however, that the provisions hereof shall be binding on any owner whose title is acquired by judicial or other foreclosure, by trustee's sale or by other means.
8. Each lot in the subdivision shall be used as a residence for a single family and for no other purpose.

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9. No building shall be erected, altered, or permitted to remain on any lot within the subdivision other than one (1) single family residential dwelling, a private garage whether attached or detached from the residential dwelling, and one other out building, provided, however, that such private garage attached or detached from the residential dwelling, and/or outbuilding shall not exceed the height of such single family residential dwelling.

The living area of each single family residential dwelling, exclusive of open or screened porches, terraces, driveways, garages and outbuildings, shall not be less than 1,600 square feet. The exterior materials of all structures permitted to be constructed or erected upon a lot within the subdivision must be of brick, a combination of brick and wood, or brick with vinyl trim, brick with hardy plank or its equivalent, stucco or stone, with the exception of one prefabricated corrugated metal out building. The exterior surface of each of the outside walls of the entire dwelling (entire dwelling is defined as each individual exterior wall of the single family dwelling) shall be made of brick, stone, stucco, or a combination of brick and wood, or brick with vinyl trim, brick with hardy plank or its equivalent, stucco or stone. The combination of brick, stone, stucco, or hardy plank is allowed as long as the combination of brick, stone, stucco or hardy plank is on each of the individual exterior walls of the entire dwelling and contain a brick or stone ledge at the bottom of each of the individual exterior walls of the entire dwelling. Single story dwellings shall have a minimum of three foot (3') high brick or stone ledge at the bottom of each of the individual exterior walls of the entire dwelling & Multi story dwellings shall have a minimum of eight feet (8') high brick or stone ledge at the bottom of each of the individual exterior walls of the entire dwelling. Private garages that are attached to the single family dwelling or detached from the single family dwelling shall conform to the above guidelines as well. Brick, stone, stucco used as an accent on the front facing wall of the house does not constitute as a combination of materials. Roofs shall be made of asphalt shingles, or metal as common in current building structures.

10. No building should be located neither nearer to the front lot lines than the Building Setback line as shown on the aforesaid plat. The main single family residential dwelling shall not be located within ten (10) feet of an interior side lot line. A private garage, one other out building, or concrete driveways shall be allowed to be placed up to the side property lines of lots in the subdivision with no set back lines, as long as the private garage, out building, or concrete driveways allow for fencing between property lots. If any two (2) or more lots are consolidated into one home site, in conformity with the provisions hereafter set forth, the building setback restriction of ten (10) feet of the interior lot lines affected by the consolidation of two (2) or more lots shall be deemed void and non-applicable. If any two (2) or more lots are consolidated into one home site, in conformity with the provisions hereafter set forth, the utility easement shall be eliminated from the interior lot line of the combined tracts.

11. No lot in the subdivision shall be re-subdivided in any fashion or manner except as may be otherwise provided for herein. Any owner of one or more adjoining lots in the subdivision may subdivide (or consolidate) such lots into building sites, with the privilege of placing or constructing improvements as permitted herein, on each such resulting site, provided that such subdivisions (or consolidations) does not result in the resulting building site having less than 150 feet of street frontage on the front street line.

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12. Any private garage built on any lot within the subdivision which faces or opens towards the street must be finished with sheetrock that is taped and floated in likeness to the single family residential dwelling. A Private garage is defined as a part of the home normally used for storage of vehicles or personal belongings, whether attached or detached from the single family residential dwelling. All buildings constructed upon any lot within the subdivision must be “dried in” within six (6) months from the date construction commences. As used herein, the term “dried in” means that the outside exterior of the building must have the appearance of a completed building.
13. No structure of a temporary character, or any trailer, mobile home, modular home, motor home, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lots within the subdivision at any time as a residence. Moving previously constructed residential structures onto the property is expressly prohibited.
14. No rubbish, trash, garbage, debris, or other waste material shall be kept or permitted on any lot within the subdivision except in sanitary containers located in appropriate areas as to conceal it from the public’s view. Inoperable vehicles are expressly prohibited.
15. No business of any kind shall be conducted on or from any lot within the subdivision, with the exception of the Grantor, his heirs, successors and assigns, in developing and selling lots situated within the subdivision to the general public.
16. No noxious or offensive activity shall be carried on in or on any lot within the subdivision. No animal livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats, ducks or other household pets may be kept provided that they are not excessively noisy nor kept, bred, or maintained for any commercial purposes, and limited to a maximum of four (4) pets, in a number as to not be an annoyance or nuisance to the subdivision.
17. No privy or cesspool shall be placed or maintained on any lot within the subdivision.
18. No signs of any kind shall be displayed to public view on any lot within the subdivision, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a property for sale or rent. Exceptions to this are signs used by a builder and his suppliers in advertising the property during the construction period and the Developer in advertising the property during the sales period.
19. Nothing shall be done or kept on any lot within the subdivision which would increase the rate of insurance relating thereto and no owner shall permit anything to be done or kept on his lot or building site which would result in the cancellation of insurance of any residence, or which would be in violation of any law.
20. All lots in the subdivision shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots or building sites shall keep all weeds and grass thereon cut, and shall in no event use any lot or building site within the subdivision for storage of material or equipment except for normal residential requirements. No landscaping that obstructs traffic sight lines may be placed on any lot.

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21. The foundation under the living area of each single family residential dwelling (exclusive of open or screened porches, terraces, driveways, garages, and other outbuildings) shall be made of concrete, or any other material that may be produced in the future, which has the same appearance and properties of concrete. Driveways must be surfaced with a solid material and be made of concrete, or any other material that may be produced in the future, which has the same appearance and properties of concrete
22. Fencing shall be permitted on property lines, but it should be noted that there is a fifteen (15') foot Utility and Drainage Easement parallel to and abutting all public streets as laid out on the recorded plat and a ten (10) foot utility easement on each side lot line. No fence or wall shall be erected or placed on any lot between the public street as laid out on the recorded plat and the front of the single-family dwelling residence. On lots in the subdivision that have drainage easements on the side lot lines or rear lot lines, property owners are restricted from fencing the easements as shown on the recorded plat.

Grantor:
TWIN LAKES REAL ESTATE DEVELOPMENT, LLC

Damon R. Vacek, Member

THE STATE OF TEXAS
COUNTY OF ORANGE

This instrument was acknowledged before me on this _____ day of _____, 20 _____, by Damon R. Vacek, Member of TWIN LAKES REAL ESTATE DEVELOPMENT, LLC.

NOTARY PUBLIC, STATE OF TEXAS

After recording return to:

Twin Lakes Real Estate Development, LLC
9060 Terry Estates Dr
Orange, TX 77630