

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

1. The tracts in **Orange County, Texas**, out of a 10.998 acre tract in the William Dyson Survey Abstract 10. The tracts of land shall be used for the purpose of private, single family residences or multi-family residences such as duplexes. Apartment complexes are expressly prohibited. Light commercial use shall be permitted along the FM1442 frontage.
2. No more than two (2) dwellings shall be permitted to remain on the Property for a period of fifteen (15) years from the date of purchase.
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 completed within 6 months from the date of commencement of construction.
7. Dwellings shall contain not less than 500' 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. 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.
9. 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.
10. 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) consecutive days during a calendar year.
11. Manufactured homes, mobile homes and/or travel trailers are expressly prohibited as a living dwelling. Any building used as a Barndominium shall be on a concrete slab, new construction with painted or colored metal siding. The square footage of the enclosed portion of a Barndominium will enclose a minimum of 1,800 square feet. The living area of a Barndominium must be completely contained within the structure and may not be added to an existing structure as a lean-to or other addition to a barn type structure. Any porches or other additions to the Barndominium will be of similar material and coordinated in design and color with the primary structure.
12. 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 expressly prohibited.
13. 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.
14. For a period of fifteen (15) years, the Property shall not be further subdivided into tracts of less than two (2) acres.
15. All dwellings, including houses and barndominiums, must be placed parallel or perpendicular to the front property lines.
16. If the owner of the land shall violate any of the provisions of these restrictive covenants, any owners, which includes the Seller of the property, that are 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.
17. 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.
18. No lot or lots within this subdivision may be used for roadway purposes to access properties which are not a part of this subdivision without the express written consent of Wayne Williams, its successors or assigns.
19. 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 lots in the subdivision shall have executed and recorded an instrument changing the provisions herein.

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| BUYER INITIALS: _____ |
| DATE: _____ |