

EXHIBIT "B"

PROPERTY RESTRICTIONS

WHEREAS, **Blanche Todd Living Trust**, owner of the property described in the attached **Property Exhibit "A"** incorporated herein for all purposes do hereby declare and affix hereto the property described herein with certain protective covenants, conditions and Restrictions as set forth hereinafter.

NOW, THEREFORE, it is hereby declared that all of the herein described real property shall be held, sold and conveyed subject to the following covenants, conditions and Restrictions, which shall run with the land and which shall be binding on all parties having any rights, title or interest in or to the said real property, and on their heirs, successors and assigns.

1. All the property described herein is designated to be used for single family residential purposes only. The term residential purposes as used herein excludes hospitals, clinics, apartment house, boarding houses, hotels and commercial and professional uses, whether from home, residences or otherwise, and all such uses are expressly prohibited. No house trailer, camper vehicle, motor vehicle (or portion thereof) or other metal structures shall be used as a residence, (either temporarily or permanently except as specifically permitted herein) on any portion of the property. No portion of the property shall be used for commercial, business, or professional purpose nor for church purposes. No building shall be erected, altered, placed or permitted to remain on any building site (as defined herein) other than one (1) detached, single-family dwelling, one (1) attached or detached private garage per (5) five acres, or barns or other out-buildings as provided herein.

Exceptions

- A) Construction and sales offices may be constructed on specific lots as designated by the Declarants.
- B) Camper vehicles or a small temporary construction building may be used temporarily only while permanent residences are being constructed.
- C) The construction of a barn/house is permitted if the interior living area is a minimum of 1500 Sq. Ft. and the frontal elevation facing County Road 4 and County Road 772 shall be constructed of 50% brick or stone.
- (D) Weekend use of a camper vehicle is permitted as long as it is not used as a residence.

2. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any tract which may be or become any annoyance or nuisance to the residences of ordinary sensibilities residing on or near this property described herein.

3. No automobile, truck pickup, or any other vehicle that requires a state license and inspection sticker shall be stored upon subject property, unless they have on them the current licenses and inspection stickers; nor shall any material be stored upon the tract that will deter the natural beauty of the area. No barns or other out buildings shall be constructed upon the subject property unless made from new or like new material and kept painted.

4. No structure of a temporary character nor any trailer, tent, shack, garage, or barn or other out-building shall be used on any tract at any time as a residence, except, however, that living quarters for relatives or bona fide servants who work on the premises may be constructed as an addition to a garage.

5. Dogs, cats, or other household pets, horses and livestock, excluding hogs and swine, may be kept provided same are not kept, bred, or maintained for any commercial purpose. All properties shall be kept fenced if livestock is to be kept upon the subject property. It is specifically understood that the maintaining and breeding of registered cats and dogs and commercial or registered types of horses, cattle, goats and of the selling of the above shall not constitute commercial purposes so long as the animals are in fact kept for the personal enjoyment and use of the owners. The maintaining and breeding of the animals shall not be done in a manner that the subject premises are overstocked and/or the natural beauty of the grounds are destroyed. The boarding and stabling of not more than five (5) horses for hire is permitted and shall not constitute a commercial business or purpose in violation of these Restrictions.

6. All tracts shall be kept at all times in a sanitary, healthful and attractive condition, and the owners or occupants of all tracts shall keep all weeds and grass thereon cut and shall in no event use any tract for storage of material or equipment except for normal residential requirements or incident to construction or improvements thereon as herein permitted, nor shall such owners or occupants permit the accumulation of garbage, trash, or rubbish of any kind thereon.

7. The digging of dirt or the removal of any dirt from any tract is expressly prohibited except as necessary in conjunction with constructing a lake and the landscaping of or construction or repair on such tract.

8. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto. No septic drainfield shall be constructed in a manner so that it will discharge any sewage or waste onto adjoining property or into any ditch or drain adjoining property or into underground water sands.

9. No dwelling shall be erected on any building site smaller than five (5) acres in size.

10. Dwelling Size and Construction: The living area of the main residence structure exclusive of porches, whether open or screened, garages, or other carparking facility, terraces, driveways, and service quarters shall not be less than 1500 square feet.

A. All such dwellings must be constructed of at least 51% brick, masonry construction, or natural stained redwood or cedar construction, or a combination of natural stained wood and masonry or Hardee plank siding.

B. No used lumber may be used in the construction of any home other than for forming concrete and for framing, and no used lumber may be exposed on the surface. Sides of frame buildings must be painted immediately upon completion.

11. Should any owner or any portion of the herein described property violate or attempt to violate any of the covenants or Restrictions herein, it shall be lawful for the Declarants or their successor and assigns or any owner of any tract, to prosecute any proceedings at law or in equity against owner or their heirs, or persons claiming under them violating or attempting to violate any such covenants or Restrictions and whether to prevent him or them from so doing or to recover damages for such violations.

12. Before construction is started on said property, a driveway must be constructed from the road to the property in order that trucks or other types of vehicles will not rut or damage the ditch running parallel to the road in front of said property, thus interfering with the drainage. All driveways will be approved by **Brazoria County** to sufficiency of opening to be left under such driveway to permit property drainage and in this connection **Brazoria County** must approve the size or type of drainage tile or opening to be installed. The drainage tile must be installed in such a manner that the inside bottom of the tile or opening conforms with the grade of the bottom of the ditch.

13. There shall be no cutting, harvesting, or exploitation of trees on said property for commercial use. Grass farming and the production of sod or turf grass is not prohibited by these restrictions and is not considered a commercial use of the property.

14. Invalidations of any one of these covenants by judgment, or other court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

15. The Restrictions created by Declaration, unless amended as provided herein, shall be effective for a term of twenty (20) years, after which time said Restrictions shall be automatically extended for successive periods of ten (10) years. The Restrictions created herein may be amended by an instrument executed by Declarants or 75% of the current property owners.

SIGNED THIS THE _____ DAY OF _____, 2014.

Blanche Todd Living Trust

By: _____
Sharon Kay Lenamon Weir

By: _____
Blanche Elizabeth Todd Nixon

By: _____
Mary Margaret Todd Gartley

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by **Sharon Weir, Beth** , **Mary** , the General Partner of **WHW ENTERPRISES, LTD.**, for and on behalf of said Partnership.

Notary Public, State of Texas

Printed name of notary:

My commission expires: