

EXHIBIT "B"
RESTRICTIVE COVENANTS

The Property hereby conveyed is subject to the following covenants and restrictions (herein called "Restrictions"). The Restrictions shall be deemed covenants running with the land and shall inure to the benefit of and shall be enforceable by Grantor and Grantor's heirs, successors and assigns as owner of the Benefitted Property.

The covenants and restrictions are as follows:

1. The Property may be used for single family residential purposes only, and no business, professional, or other commercial activity of any type shall be operated from or out of any residence or accessory structure situated thereon. Without in any manner limiting the foregoing, no church, duplex or multifamily structure, or commercial building shall be placed or permitted on the Property.

2. Any residence constructed on the Property shall have a pitched roof with house-type composition shingle or metal, and adequate overhangs or eaves. All exterior walls of one or one and one-half stories shall be constructed of not less than eighty percent (80%) masonry excluding door and window openings, and all exterior walls of a residence having two or more stories shall be constructed of not less than sixty five percent (65%) masonry excluding door and window openings. The term "masonry" as used herein shall mean brick, stone, or stucco and shall not include the product sometimes referred to as hardiplank or hardiboard. In computing the percentages set forth above, wall masonry to sill line of windows or masonry to mid-point shall be considered thirty five percent (35%) masonry. This restriction may be waived or varied by Grantor within Grantor's sole and absolute discretion to include log, redwood or other exterior building materials. Any such waiver or variance executed by Grantor shall be filed in the County Clerk's Office of Upshur County, Texas at Grantee's expense.

3. Any residence shall be located at least seventy-five feet (75') from the county or public road fronting the Property, and at least fifty (50') feet from each sideline boundary. This restriction may be waived or varied with the written consent of the Grantor within Grantor's sole and absolute discretion in the same manner as provided in paragraph 2 above.

4. Any residence shall have an attached or detached garage or carport for two or more vehicles which conforms in design and construction with the main residence. No garage shall be permitted to be enclosed for living or used for purposes other than storage of vehicles and related normal uses. Porticos are acceptable. This restriction may be waived or varied with the written consent of the Grantor within Grantor's sole and absolute discretion in the same manner as provided in paragraph 2 above.

5. No mobile homes, modular or manufactured type housing shall be placed on the Property. No structure of a temporary character, trailer, basement, tent or shack, garage, barn or other out buildings shall be used as a residence, either temporarily or permanently. No dwelling shall be moved onto or placed on the Property, with any residence to be constructed of new

materials on site. Upon occupying the residence, ground cover shall be established on all affected areas and all required measures taken to eliminate erosion problems on steep sloped areas.

6. The floor area or area that is enclosed for heating and/or air conditioning (exclusive of porches, garages and storerooms) of any residence shall not be less than 1800 square feet.

7. No accessory structure such as a barn, utility or storage type of building shall be erected, placed or maintained nearer than fifty feet (50') from the sideline boundary or one hundred feet (100') from the front line, and in no event shall any accessory structure be situated closer to the road than the rear line of the dwelling. No portable structures or buildings shall be permitted. All accessory structures or buildings shall be completed within twelve (12) months of the date of commencement and shall be constructed of new materials. Permitted materials include masonry, prefinished colored metal, or siding material and shall not have an eave height of more than 14 feet. Roof material may be a painted color or a type of galvanized or "galvalume" or similar type finish. No ordinary corrugated tin will be permitted. This restriction may be waived or varied with the written consent of the Grantor within Grantor's sole and absolute discretion in the same manner as provided in paragraph 2 above.

8. All septic or individual sewer systems shall conform and be in compliance with all rules and regulations of the Upshur County Health Department or other governmental authority or agency having jurisdiction over the construction, installation and maintenance of septic systems.

9. The Property must be maintained in a neat and orderly fashion, with all grass or pasture being mowed at least two times annually, the first mowing to be completed by May 15, and the second mowing by October 15. The Property shall not be used for the dumping or storage of rubbish, trash, debris, surplus soil, rocks, or junk cars. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on the Property other than in a garage or other structure approved by Grantor. In the event Grantee violates this restriction, Grantor may perform any required maintenance and cure the violation at the owner's expense, with any expense incurred by the Grantor to be reimbursed upon demand, plus interest thereon at the rate of eighteen percent (18%) per annum from the date of demand until paid in full. Prior to Grantor taking action to cure any violation of this restriction, the owner shall be given thirty (30) days prior written notice of default and opportunity to cure the violation specified in such notice, which notice may be given at the owner's residence address.

10. All entrances from the county or public road to a dwelling shall be completed using construction aggregate. Owner shall maintain at his expense the driveway from the garage or garages to the county or public road, including the portion of the driveway in the road right-of-way. All entrances or driveways shall be completed before occupying the dwelling. This restriction may be waived or varied with the written consent of Grantor within Grantor's sole and absolute discretion in the same manner as provided in paragraph 2 above.

11. No healthy timber shall be sold from the Property.

12. No boat, trailer, mobile home, camper boat trailer or similar wheeled vehicle shall be stored (except temporarily, not to exceed 72 hours) nearer to the county road than the front of the dwelling. No house trailer, mobile home, camper, boat trailer or similar wheeled vehicles shall be stored or parked on the Property except in a closed garage or within the fenced, walled or enclosed portion of the Property, and any such fence, wall or other enclosed shall be subject to the approval of Grantor in writing.

13. No sheep, chickens or other such small animals, including dogs, may be kept, bred, or maintained for any commercial purposes. Large animals such as horses and cattle may be kept on the Property, but only in such numbers as will avoid grazing the land to bare ground and creating dust and erosion problems, and in no event shall there be more than one large animal per acre of land. No hogs or swine of any kind shall be raised, kept or bred on the Property. Domestic animals such as dogs and cats are permitted, provided they are kept on the Property and not permitted off the Property except on a leash and accompanied by the owner. Within the sole and absolute discretion and determination of the Grantor, offensive or noxious activity of any kind or manner in connection with the keeping of animals on the Property shall not be permitted.

14. The Property may not be subdivided without Grantor's prior written approval within Grantor's sole and absolute discretion; provided, that with respect to tracts of land out of the Benefitted Property that contain more than thirty (30) acres of land, including Tracts Two, Three and Four described in Exhibit "B-1," such tracts may be subdivided into tracts containing not less than fifteen (15) acres of land so long as there are adequate water taps available for any portion of the Benefitted Property and lots within the Indian Rock Subdivision then owned by Grantor.

15. In the event that all or any part of improvements on the Property are damaged by fire or other casualty, the owner shall promptly either (a) remove the debris and damaged building material or other damaged property caused by such damage and secure same so that it will not constitute a hazard to public safety or health; or (b) repair or replace said damage or loss. In either event, such action is to be completed within 180 days of the date of such damage or loss, unless an extension of time is granted in writing by Grantor.

16. All exterior construction of the primary dwelling structure, garage, porches, and any other appurtenances or appendages of every kind and character, and all interior construction shall be completed not later than one year following the commencement of construction unless otherwise extended by Grantor in writing at Grantor's sole and absolute discretion. For the purpose hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

17. No noxious or offensive activity shall be carried on or permitted upon the Property nor shall anything be done thereon which may be or become a nuisance as determined by Grantor within Grantor's sole and absolute discretion.

18. The continual use or discharge of firearms shall not be permitted, except in intermittent instances when an owner shoots a snake, coyote, hog, or other wild varmint creating

danger or damage. No hunting of any type shall be permitted on the Property; provided, that Grantor may authorize the use of firearms or trapping devices to control animals that may become a nuisance or cause damage. There shall be no target practice shooting or setting up or use of any sort of gun range.

19. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of these restrictions, Grantor may institute and prosecute any proceeding at law or in equity or both to abate, prevent or enjoin any such violation or attempted violations or to recover damages. In the event any such proceedings are initiated, the party initiating any such proceedings shall be entitled to recover against any violator all expenses incurred in connection therewith, including court costs and attorney fees. No delay in enforcing these restrictions as to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or similar breach or violation thereof at any later time or times. Further, the failure by any party entitled to enforce these restrictions shall in no way be deemed a waiver of the right to do so thereafter for the same or similar violation.

20. Grantor's interpretation of the meaning and application of the provisions of these restrictions shall be final and binding on all interested parties at any time in question.

21. The invalidation by any court of any reservation, covenant or restriction herein or in any contract or deed shall not impair the full force and effect of any other reservation, covenant or restriction.

22. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

23. Grantor is not obligated to impose any restrictions on other land owned by Grantor, whether contiguous or noncontiguous, provided that Grantor reserves the right within Grantor's sole and absolute discretion to impose these restrictions, in whole or in part, or similar restrictions, upon any part of the Benefitted Property, in which event Grantor or any owner of the Benefitted Property or any part thereof shall have the right to enforce the Restrictions imposed on the Property and each restricted tract out of the Benefitted Property.

24. These restrictions shall be deemed covenants running with the land and are enforceable by Grantor, Grantor's heirs, successors and assigns, as owner of any of the tracts or parcels of land described in Exhibit "B-1" attached hereto and made a part hereof for all purposes (the "Benefitted Property").

25. Remedies for enforcement of these restrictions shall include, without limitation, injunctive relief, together with an award for attorney fees and cost of court.