

EXHIBIT "B-1"
CONDITION AND COVENANTS

1. The Property be used only for recreational, agricultural, and/or residential purposes. All buildings must be maintained in good appearance at all times. Individual mobile homes, manufactured homes, modular homes and recreational vehicles are allowed; however, manufactured home parks, modular home parks, mobile home parks or the like are not permitted on the Property. Any individual mobile home, manufactured home, modular home, or recreational vehicle located on the Property must be in good repair and five (5) years old or less when initially installed or located on the Property. As applicable, any mobile home, manufactured home, modular home or the like must be skirted within six (6) months of placement or construction on the Property. Any and all vehicles, including recreational vehicles, located on the Property must remain fully operational at all times.
2. No portion of the Property may be used for any of the following uses:
 - a. Any use that is unlawful or that is offensive by reason of odor, gas, fumes, dust, smoke, noise, pollution or vibration or that otherwise constitutes a nuisance or is hazardous by reason of excessive danger of fire or explosion;
 - b. Dumping, disposal, incineration, or reduction of garbage, sewage, dead animals, or refuse;
 - c. The construction or operation of water or sewage treatment plants or electrical substations (excluding such plants and facilities as may be operated by public utility companies or by utility districts or governmental authorities);
 - d. Smelting of iron, tin, zinc or other ores refining of petroleum or its products;
 - e. Storage in bulk of used materials, a junkyard, a scrap metal yard, or auto salvage yard;
 - f. Industries, including, without limitation, heavy manufacturing, fabrication facilities and testing facilities;
 - g. Resale or pawn shops, flea markets, or bankruptcy, fire sale or auction businesses;
 - h. A tavern, bar, nightclub, discotheque or any other establishment selling alcoholic beverages for on-premises consumption; or
 - i. An adult bookstore or other establishment selling, renting or exhibiting pornographic materials or any sexually oriented business; or any other sexually oriented business, as the term is generally construed.
3. No existing building or structure of any kind nor any part of a used existing building or structure shall be moved onto the Property for the purpose of storing said structure. No tent, shack, garage, barn or other outbuildings of any character shall be placed or erected on the Property at any time to be used as temporary or permanent residence. All new construction must be of new material and no tarpaper type roof or siding materials shall be used on any structure. All buildings and structures shall be completely under-skirted with no piers or pilings exposed to view.
4. No building, structure, or automobiles, other than a fence, shall be located within twenty-five (25) feet of any Property line.
5. No commercial swine, poultry, or similar animal breeding/production facility shall be kept on the Property.
6. No portion of the Property shall be further subdivided without the prior written consent of Seller.

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7. No outside toilet or privy shall be erected or maintained on the Property. All materials and sanitary plumbing installed on the Property shall conform to the requirements of the Health Department of the State of Texas and the local authorities having jurisdiction. This provision does not apply to "porta-can" temporary toilets installed on the Property during the construction of any improvements so long as any such "porta-can" does not remain on the Property any longer than fifteen (15) days after any construction project is completed.
8. Any residential building, residential structure, or residential improvement commenced upon any Property shall be completed as to the exterior finish and appearance within twelve (12) months of the date that construction commences.
9. Neither the Property nor any portion of the Property shall be used as a dumping ground for rubbish, trash or any hazardous materials, or waste, nor for storage of items or materials (except during construction of a building), and the Property shall generally be kept clean and free of any boxes, rubbish, trash, tall grass or other debris. No refrigerators or other large appliances shall be placed outdoors and no inoperative motor vehicles without current license and inspection sticker shall be placed on or allowed to remain on the Property. Seller, its successors and assigns, shall have the right to enter the Property where a violation exists under this paragraph to remove the offending item(s) and/or to clean the Property at the expense of the offending party plus interest at the maximum lawful rate.
10. No commercial skeet, trap, or rifle range operation involving the discharging of firearms shall be allowed on the Property.
11. Subject to the provisions of the last sentence of this paragraph, if any person or entity, whether or not lawfully in possession of any portion of the Property, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for any person or entity, as defined hereinafter, possessing rights with respect to any portion of the property retained by Seller adjoining the Property ("Seller's Retained Property"), to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorneys' fees incurred in such proceedings. "Person" or "entity", as used in the preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any portion of the Property, as well as heirs, devisees, assignees, legal representative and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any portion of the Property. Neither Seller nor any subsequent purchaser of all or a portion of Seller's Retained Property shall have any liability of responsibility at law or in equity on account of the enforcement of, or on account of the failure to enforce, the restrictions contained herein.
12. Invalidation of any one or more of the foregoing restrictions by judgment of any court shall in no way affect any of the other restrictions and provisions herein contained, which shall remain in full force and effect.
13. The Conditions and Covenants contained herein shall be binding upon Purchaser and the Property and shall inure to the benefit of Seller and its successors-in-title with regards to Seller's Retained Property, and shall run with the land.