

## EXHIBIT "B"

### RESTRICTIONS TO THE USE OF PROPERTY

For purposes of these Restrictions, The Property shall be considered the three tracts of land (Lots 1, 2, and 3) situated in the **Arrowhead Subdivision**, Charles Stewart Survey, A-499, Walker County, Texas as shown on Exhibit A attached. Grantor does hereby acknowledge, declare and adopt the following restrictions, to protect the owners of portions of the Property (hereinafter called the "Property") against such use as will depreciate the value of their Property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to insure the highest and best development of said Property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to enhance the value of investments made by purchasers of portions of the Property.

The Restrictions are set forth below and hereby impressed on the Property and shall run with the land for a period of 25 years:

1. The Property is to be used as recreational, agricultural, and/or residential property only. Modular, manufactured, and/or mobile homes are allowed, but no more than 10 years old. No more than one primary residence can be constructed on the property. All buildings must be kept clean, and maintained in good appearances at all times.
2. No portion of the Property may be used for 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; (Burning of trash is allowed in compliance with Walker County);
  - (c) Storage in bulk of used materials, a junkyard, a scrap metal yard, or auto salvage yard;
  - (d) Industries, including without limitation, heavy manufacturing, fabrication facilities, and testing facilities;
  - (e) Resale or pawn shops, flea markets, fire sale or auction business;
  - (f) A tavern, bar, nightclub, discotheque, or any other establishment selling alcoholic beverages;
  - (g) An adult bookstore or other establishment selling, renting or exhibiting pornographic materials or any sexually oriented business;
  - (h) Parking and/or storage of large vehicles, such as tractor/trailers and 18-wheelers, unless parked in an enclosed structure and out of public view.
3. No used existing building or structure of any kind and no 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 any tract at any time to be used as a permanent residence. New construction "barndominiums" are allowed. All new construction must be of new material. No tarpaper roof or siding materials, typically used for sheathing, will be used as an exterior covering on any structure. All buildings and structures shall be completely under skirted with no piers or pilings exposed to view.
4. No building or structure other than a fence shall be located nearer to the front of the property line than 75 feet. The front line of the property being Lost Indian Camp Road. No building or structure, other than a fence shall be located nearer to the sides and back of the property lines than 25 feet.
5. Animals, livestock, or poultry are allowed, provided that no government regulations are violated: (a) dogs, cats, ore other household pets may be kept, provided that they are not kept or bred in a commercial quantity; (b) no more than (50) fowl may be kept.
6. No outside toilet or privy shall be erected or maintained on any Property. The materials installed in, and all sanitary plumbing shall conform with 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 on the Property so long as such "porta-can" does not remain on the property longer than sixty (60) days after any construction project is completed.

7. 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 from the commencement date.
8. No Property or portion of any Property shall be used as a dumping ground for rubbish or trash or any hazardous materials, or waste, nor for storage of items or materials (except during construction of a building) and all Properties shall be clean and kept free of any boxes, rubbish, trash, or other debris. No refrigerators or other large appliances shall be placed outdoors. No abandoned or inoperative motor vehicles, equipment, boats, etc. shall be placed on or allowed to remain on any lot, unless stored in an enclosed structure and out of sight.
9. No **commercial**, skeet, trap, or rifle range operations involving discharging of firearms is allowed.
10. No lot in the "Property" shall be re-subdivided in any fashion or manner, whatsoever.
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, 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 attorney's 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 representatives, and other persons, or entities who acquire any of the rights (with respect to the real property nor any subsequent purchaser of a portion of the Property shall have any liability of responsibility at law or in equity on account of the enforcement of, or on account of failure to enforce, the Restrictions.
12. Invalidation of any one or more of the Restrictions by judgement 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. If the Property is owner financed, Grantee must obtain written permission from Grantor prior to the cutting of any trees larger than 5" in diameter.
14. As for Lot #3 only: No buildings, tents, shacks, RV's, Motor homes, or structures of any kind may be built or placed within the 80-foot-wide strip of land leading back to the main portion of the 5.0 acre tract. An entrance, fences and utilities are allowed.

These restrictions and reservations shall run with the land, and shall be binding on all persons having record title to the property, their heirs, successors, and assigns, and all persons or parties claiming under it for a period of twenty-five (25) years, beginning in July 2021. After which time said restrictions and reservations shall be automatically extended for a period of ten (10) years unless an agreement to amend or change said restrictions and reservations is executed by a majority of the owners of the property. Any and all amendments and or changes must be of record in the Official Public Records of Walker County, Texas.