

DEED RESTRICTIONS

1. Seller may prorate the costs of any services or installations provided for the Subdivision among all benefited owners and/or buyers who will each pay a prorata share of such costs and any other costs or expenses incurred by Seller at the request of or for the benefit of the respective buyer or owner. Such charges shall be payable in advance when the exact amount can be ascertained in advance; otherwise, such amounts shall be paid by Buyer or Owner within 10 days after being notified of the amount due to Seller. Seller may add any such sums to the other obligation of Buyer to Seller, and such indebtedness and shall be secured in the same manner as the purchase money by the property being purchased. In event Buyer fails to pay any such sums when due, or upon advancement by Seller, Seller is entitled to receive interest at the same rate, calculated in the same manner as the purchase price, from date of such advances.
2. There shall be established an Architectural Control Committee, referred to hereafter as "Committee", composed of three members appointed by Seller to protect the owners and buyers of lots in such Subdivision against improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed, proportioned or constructed structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of such property; to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in such property, and thereby to enhance the value of investments made by purchasers of lots in such Subdivision.
3. Seller, the Committee, and the officers and members thereof shall not be deemed to have assumed any liability with regard to any undertaking by consequence of its enactment and enforcement or failure to enact or enforce minimum standards for, any improvements, and not act or omission shall be construed to impose any liability upon such Committee, Seller, or any officers, directors, or representatives of either such Committee or Seller, thereof for damages which any buyer may sustain.
4. No building, structure, or construction of any kind shall be constructed, erected or placed on any lot in this Subdivision until the building plans, specifications and plot plan showing the location of such improvements have been submitted to and approved in writing by the Committee for the Subdivision. The Committee so constituted may at any time transfer all of the powers herein given to it to an Architectural Control Committee composed of owners of lots in the Subdivision duly selected by democratic process by all of such lot Owners and Buyers.
5. No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any tract, except that one sign containing not more than three square feet of surface area may be displayed for the sale of a dwelling house and lot, but only after the construction of the dwelling house has actually been started. No such signs for the sale of unimproved lots shall be permitted. Seller reserves for itself and its representatives or agents, the right to use any tract for a temporary office location and the right to place a sign on any lot.
6. No building shall be located on any lot or tract nearer to the lot or tract line than 20 feet. For this purpose only, eaves, steps, and open porches shall not be considered as a part of the building. If two or more tracts or portions of tracts are consolidated into a building site, these provisions shall be applied to such resultant building site as if it were one original, platted tract. The land may not be subdivided by Buyer or owner, except in tracts of one acre or larger.
7. All structures must have the exterior completed within 6 months after commencement of construction or repair. No temporary structure shall be used as a temporary or permanent dwelling, except that

EXHIBIT B pg 1 of 3

modern, self-contained, mobile homes and travel trailers may be used as residences when other requirements of these restrictions have been complied with, including, but not limited to the installation of and connection of such mobile homes or travel trailers to an approved septic systems. Committee approved, modern mobile homes may be made into permanent homes in accordance with plans approved in writing by such committee.

8. BUYERS SHALL KEEP THE LAND CLEAN AND FREE OF DEBRIS. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, OR GARBAGE, OR OTHER WASTE. SUCH MATTER SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS and THEN, ONLY TEMPORARILY, PENDING DISPOSAL. UPON FAILURE TO COMPLY WITH THESE PROVISIONS, SELLER MAY HAVE THE LAND CLEANED AND THE COST OR EXPENSE SHALL BE PAYABLE BY THE RESPONSIBLE BUYER. Such costs shall be added to the unpaid principal balance of the purchase price of the land cleaned and shall bear interest and be payable as provided for the purchase price above.

9. No noxious, offensive trade or activity shall be conducted upon such property. NO UNSIGHTLY CONDITIONS MAY BE CREATED ON THE LAND. NOTHING MAY BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO OTHERS. LIVESTOCK MUST BE FENCED ADEQUATELY AND MAY NOT BE RAISED OR KEPT IN SUCH QUANTITIES OR IN SUCH MANNER AS TO CREATE ODORS OR UNHEALTHY CONDITIONS. UNUSED CARS MAY NOT BE KEPT ON THE PROPERTY FOR MORE THAN 30 DAYS, AND NEITHER WRECKING NOR SALVAGE YARDS MAY BE OPERATED ON THE PREMISES. Such property may not be used for commercial purposes except for portions fronting on a State or Federal highway.

10. Buyer shall comply with all sanitation, health and other governmental regulations. No outside toilet facilities shall be constructed or maintained and the proper state and county authorities must approve any sewage disposal systems. All plumbing and drains must be connected with watertight septic tanks of approved construction. No portion of any sewage disposal system may be installed within 180 feet of any water well.

11. Seller retains easements on all land for the installation and maintenance of roads, utilities, and drainage ways. Seller may assign all or any portion of such rights. ALL LAKES AND CREEKS AND 10 FEET AROUND AND ON EACH SIDE OF LAKES AND CREEKS ARE RESERVED AS A PRIVATE PARK AND RECREATION AREA FOR OWNERS AND THEIR GUESTS, UNLESS WAIVED IN WRITING BY SELLER. EASEMENTS ARE RETAINED ON SUCH AREAS FOR SUCH PURPOSES. Neither Seller nor any utility company, water district, political subdivision, or other authorized entity using an easement shall be liable for any damage done by such user, its assigns, agents, employees or servants, to shrubbery, trees, flowers, or other property of owner situated within the easement. No dams or roads may be constructed unless approved, in advance, by Seller or the Committee, in writing.

12. Buyer may cut and remove ONLY trees which must be removed to build a Committee approved residence or to move a Committee approved mobile home into a treed area, or to construct a Committee approved dam or pond; otherwise, TREES WITH A DIAMETER OF MORE THAN ONE (1) INCH MAY NOT BE DAMAGED, CUT, KILLED OR DESTROYED (although underbrush may be removed and trees may be pruned and trimmed in a prudent manner, clearing underbrush and trimming trees is discouraged as doing so makes the land vulnerable to erosion because of the direct access of heavy rains to the soil without the buffeting effect of the brush and leaves of the trees.)

13. Prior to fencing by Buyer, in order to avoid injury to others or to livestock, NO PITS, HOLES, OR OTHER EXCAVATIONS SHALL BE DUG ON THE LAND except in connection with the actual construction of the foundation for improvements to be erected immediately on the land.

14. Due to fire hazard and noise nuisance, motorcycles without mufflers may not be ridden on the property and no motorcycles may be raced on the property. Firearms shall not be used or displayed in any irresponsible or dangerous manner. Firearms may not be discharged on the property. Parked on common roads, streets or driveways is not permitted.

15. The sale of alcoholic beverages or any nature whatsoever on or from the land is prohibited.

16. Each tract shall be subject to a monthly service charge for the cleaning, maintenance and improvement of lakes, parks, roads, easements and other common areas or for any one or more of such purposes, at Seller's option, as indicated by letter from Seller to known owners and/or buyers at their last known addresses. A maintenance fee of \$1.00 per month is now being charged for trash pickup along common areas. Such service charge is to be secured in the same manner as the purchase price and taxes and shall begin accruing upon the sale of each such tract as to each, respective buyer or owner. Such charge shall continue to payable to Seller until a property owner's association shall take over the responsibilities enumerated, at which time, such fees shall be payable to such Association. Further, Seller shall not become liable for any such fees upon repossession or foreclosure of any such property.

17. Such service charge shall extend for a period of ten years from January 1, 1990, and shall be extended automatically for successive periods of ten years each, unless the owners and buyers of a majority of the tracts vote to discontinue such charge. Such action shall be evidenced by written instrument signed and acknowledged by the owners and buyers of a majority of the tracts. By acceptance of entering into a Contract for a Deed or the acceptance of a Deed to a tract within such Subdivision, buyer or owner agrees to these covenants and to the foregoing service charge.

18. ROADS ARE "AS IS" AND WILL BE MAINTAINED ONLY WITH FUNDS AVAILABLE FROM THE SERVICE FEES PAID BY OWNERS AND BUYERS IN THE SUBDIVISION AND TO THE EXTENT THAT FUNDS ARE AVAILABLE FROM SUCH FEES. Seller has no legal responsibility or liability for the installation or maintenance of any existing or proposed roads, bridges, dams or crossings; however, Seller will cooperate with other owners and buyers in those activities.

19. A park area adjoining and including a part of the lake on the Ranch is provided by the plat of such Ranch. Owners and buyers and their special guests may use such park and Lake Area, subject to reasonable regulations for such use as may be prescribed by the Seller or the committee.

We have read, understood, and agreed to the foregoing Deed Restrictions this date of NOVEMBER 2, 2002.



JOSE DeLos SANTOS



SANTIAGA LOPEZ