

Exhibit "B"

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

WHEREAS, CJS Capital Investments, LLC – Series Church Road ("Developer") are the owners and developers of the tract of land referenced under Exhibit "A" of this Deed.

NOW THEREFORE, Developer hereby adopts and establishes the following reservations, restrictions, covenants and easements to apply (a) in the use, maintenance, occupancy, preservation of value and conveyance of all such numbered lots in said Subdivision and (b) to use in each contract or deed, which may be executed, delivered and accepted. By acceptance of a contract, deed or other conveyance therefore, whether or not it shall be so expressed in the deed or other conveyance, each lot owner shall be deemed to covenants and agree to the following reservations, restrictions, covenants and easements, regardless of whether or not such reservations, restrictions, covenants and easements are set out in full or referenced in said contract or deed (the headings being employed for convenience only, and not controlling over content).

**1.
BUILDING SITE**

As used in these restrictions, the term "building site" means all of the property described on Exhibit "A".

**2.
SINGLE FAMILY RESIDENTIAL PURPOSES ONLY**

No mobile homes or manufactured homes allowed. No building site shall be used for any purpose except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one single family type dwelling and garage, together with any permitted outbuilding.

A single family type dwelling is defined as:

- a) A residence occupied by a single family unit which may consist of the owner of the residence, his or her spouse, his or her children, and his or her parents; or
- b) A residence occupied by no more than two unrelated individuals and lineal descendants thereof, or
- c) A residence occupied by either the owner, the spouse of the owner, the parents of the owner, or the lineal descendants of the owner and their authorized guests, but which is not used by such persons as a rooming or boarding house for unrelated persons; or
- d) A residence occupied by not more than four unrelated persons and lineal descendants thereof under a lease agreement with the owner of the residence; or
- e) A residence occupied by a single family unit consisting of no more persons than are otherwise authorized herein under a lease agreement with the owner of the residence.

3.

ARCHITECTURAL CONTROL COMMITTEE

No building or other improvements shall be erected, placed or altered on any building site until the construction plans and specifications, and a plan showing the location of the structure or improvements, have been approved by a majority of the Architectural Control Committee (the "Committee") as to the quality of workmanship and type of building materials; harmony of external design with existing structures; and location with respect to topography, easements, building lines and finish grade elevation. The Architectural Control Committee shall consist of One (1) member, whose name is Marcus D. Shanks. A majority of the Committee may designate a representative to act for it. In the event of resignation or impossibility to continue serving of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval, or disapproval, as required herein, shall be in writing. If the Committee or its designated representative fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the conclusion of improvements, approval will not be required, and the related covenants shall be deemed to have been fully satisfied. It is stipulated, however, that to be approved, all

construction on any building site must comply with all the requirements of these Deed Restrictions and the failure to give written approval within 30 days or enjoin construction as provided for herein shall not waive any of these restrictions other than Architectural Control Committee approval.

**4.
MINIMUM SIZE OF DWELLINGS AND LOTS**

The minimum air conditioned area per dwelling, exclusive of garages, porches and attics will be 3,000 square feet. No tract or building site shall be resubdivided into smaller building sites, nor conveyed or encumbered in any less than the full original dimension as originally conveyed. Nothing herein contained shall prevent the dedication or conveyance of portions of building sites for additional easements for public utilities.

**5.
BUILDING LINES**

No building shall be located on any building site nearer than 50 feet to the street, or 15 feet nearer to the side property line. No dwelling shall be located nearer than 15 feet to a rear property line. Detached garages and approved outbuildings may be located behind the dwelling and no closer than 15 feet from the side property line or rear property line.

**6.
FACING OF RESIDENCES**

Dwellings shall face the street. All garages shall face the side or rear of the lot. These requirements may be waived or amended by the Committee if, in its sole opinion, the conditions warrant the change.

**7.
MATERIALS REQUIRED**

Only new construction material (except masonry) shall be used in constructing any structures in the Subdivision. The outside walls of all residences shall consist of not less than seventy-five (75%) masonry construction. Less than 75% masonry construction may be approved by the Architectural Control Committee, but it is at the committee's sole discretion and it must be approved in writing. Exterior colors (for house, mailbox, fence, roof, and other residential appurtenances), stone or other masonry colors and exterior shutters or door colors all must be approved in writing by the Committee. This includes initial construction and any repainting after initial construction. No structure shall be occupied or used until the exterior

construction thereof is completed, the interior construction is substantially completed and a certificate of occupancy has been issued by the City of Waco or McLennan County.

8.
GARAGES, CARPORTS AND OUT BUILDINGS

Each and every residential structure shall have a garage to be constructed at the time of construction of the main residence, and shall be constructed for not less than two (2) automobiles unless otherwise approved by the Committee. No garage shall ever be changed, altered, enclosed or otherwise converted for any purpose other than for the housing of automobiles or other vehicles unless approved by the Committee. All roof materials must be of the same nature as the materials used on the main residential dwelling and all garage walls must be constructed of the same material, or other similar material, as the exterior of the main residential dwelling. Any barns, storage buildings, outbuildings or other structures must be located behind the home.

Window unit air conditioners, seen from any street, are not allowed anywhere on the residence structure. Any enclosure of the garage is prohibited.

9.
EASEMENTS

Any construction over and across a drainage easement must be approved by the County. All easements are to be maintained by the owners of the tracts where the easements exist.

10.
NUISANCES PROHIBITED

No noxious, loud or offensive activity shall be permitted upon any portion of the Subdivision, nor shall anything be done on any tract which may be or become an annoyance or nuisance to the neighborhood or developed area.

11.
TEMPORARY STRUCTURES PROHIBITED

A structure of temporary character, including but not limited to, mobile homes, manufactured homes, recreation vehicles, trailers, tents, shacks, garages, barns, basements or other outbuilding, shall not be used on any lot at any time as a residence, either temporarily or permanently. In no event shall a mobile or manufactured home ever be permitted on any lot in the Subdivision.

12.
SIGNS & WINDOW SCREENS

No signs or billboards shall be placed on the property, except that signs, whose placement, number, and design do not significantly diminish the scenic character of the property, may be displaced to state the names and address of the property and the names of persons living on the property, to advertise for sale or rent, and to post the property to control unauthorized entry or use. Permitted signs as described in this paragraph shall be no larger than two (2) feet by three (3) feet, unless otherwise approved by the committee. No foil paper, cardboard, plywood, newspaper, sheets or other bed linen, or other unsuitable materials will be allowed to screen or cover windows, either internally or externally, except for an emergency period of three (3) weeks or less. The Committee's decision about the suitability of window coverings shall be final.

13.
NO MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall any mineral wells, pumps, compressors, tanks, tunnels, mineral excavations or shafts be permitted upon any building site, unless approved by Marcus D. Shanks or his heirs. No derrick or other structure designed for use in boring for oil, natural gas, or any other mineral or substance, shall be erected, maintained or permitted on any lot, unless approved by Marcus D. Shanks or his heirs.

14.
LIVESTOCK

No pigs, swine or donkeys of any kind shall be raised, bred or kept on any lot. Each lot shall be limited to 5 horses and or cows per platted lot. Each lot shall be limited to no more than 4 dogs and or cats per lot. Barns must be built no closer than 20 feet to adjoining property lines.

15.
VEHICLES

Dirt bikes, all terrain vehicles and go-karts are allowed. No motor vehicle that is operated, either legally or illegally, on the tracts shall be permitted to make or emit any noxious or offensive noises, smells, or fumes, or to be operated in such a manner that may be or become a danger, nuisance or annoyance to the neighborhood and or developed area.

16.
GARBAGE AND REFUSE

All tracts shall at all times be kept in a clean, sanitary and attractive condition. No tract shall be used or maintained for storage of materials, nor as a dumping ground for rubbish, trash, garbage, or other waste. All household waste shall be kept only in sanitary containers.

17.
FENCES, WALLS, AND MAILBOXES

All fences, walls and mailboxes shall be of a nature and quality so as to be harmonious with, and enhance, and not detract from the general appearance of the developed area. Final approval of fencing and its facing shall be at full discretion of the Committee.

18.
CONSTRUCTION STANDARDS

All construction must meet the requirement and specifications set forth by the County or City's building codes and ordinances. Where not otherwise specified by such codes and ordinances, the requirements set forth by these Restrictions shall prevail.

19.
SEPTIC SYSTEMS

Prior to occupancy of a home, or any livable building, each lot owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas, Texas Commission on Environmental Quality and the rules and regulations of McLennan County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining lots, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquid. This Covenant only applies if the property does not have access to city sewer.

20.
ENFORCEABILITY

The covenants, reservations, easements and restrictions set out herein are for the benefit of any owner of property within the development, said owner's heirs, executors, administrators or assigns, and the Committee. Accordingly, all of the covenants, reservations, easements, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties. Developer or its partners own other property adjacent or in close proximity to the Subdivision. Developer or its partners are under no obligation to similarly restrict any other property which Developer may now own or acquire in the future.

21.
SEVERABILITY

Invalidation of any one or more of these reservations, restrictions, covenants and easements by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

22.
RIGHTS OF MORTGAGES

Any violation of any of the easements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against any lot at the time the easement, restrictions, reservations or covenants may be violated.

23.
ATTORNEY'S FEES

In any action to enforce the terms, conditions, or stipulations of these restrictive covenants, the prevailing party shall be entitled to recover cost and attorney fees.

24.
Developer Rights

Developer or its successors or assigns may amend or waive any of these restrictions at any time, by writing and recorded in the Official Public

Records of McLennan County, Texas. No amendment of these restrictions as provided herein shall invalidate any of the other restrictions contained herein.

Witness our hands this _____ day of _____, 2019.

CJS Capital Investments, LLC – Series Church Road

Marcus D. Shanks

THE STATE OF TEXAS
COUNTY OF McLENNAN

This instrument was acknowledged before me on _____,
2019, by Marcus D. Shanks, Manager of CJS Capital Investments, LLC – Series Church Road.

Notary Public, State of Texas