

Exhibit B,

WHEREAS, the OWNERS will convey the Property (as described in the specific deed covered by this Declaration), subject to certain protective covenants, conditions & restrictions, hereinafter set forth; and

WHEREAS, it is the desire of **ROBERTO ESTRADA, JR., MARY P. ESTRADA,** husband and wife, **AND RAISA G. ESTRADA,** a widow, all having a homestead on certain property other than that conveyed herein wish to place certain restrictions, covenants, conditions, stipulations and reservations upon and against the real property covered by this Declaration;

WHEREAS, there are existing Deed Restrictions in place which govern the Property and use of such, and it is not the intention of the undersigned to change or alter the existing restrictions that are of record.

WITNESSETH:

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any rights, titles, or interest in or to the Property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of the Owner thereof.

RESERVATIONS, EXCEPTIONS, DEDICATIONS & CONSTRUCTION

- 1.00. All residential homes or dwellings, must contain a minimum of 2,000 Sq. Ft. of heated space. Roofing materials being 30 year composition shingles, metal, or clay tile.
- 1.01. All residential dwellings, commonly known as “Barndominiums” may be used as primary residence as long as they contain a minimum of 2,000 Sq. Ft. heated living space.
- 1.02. Guest Quarters may be built after the main home, and must be at least 600 Sq. Ft. of living space.
- 1.03. Manufactured or modular homes of any type,(including tents or shacks) will not be allowed on the Property as residential dwellings. RV's and campers may be used for weekend camping (no longer than 4 days) or up to 18 months during construction of a primary residence.
- 1.04. Property owners may wait as long as they wish to build a residential dwelling, however, once construction begins, it must be completed with-in 18 months.
- 1.05. All farm equipment, boats, trailers, RV's, Campers, ATV's and non-running vehicles must be screened from view or garaged.
- 1.06. All fences fronting Orchard Drive must be either Ornamental Iron, Pipe, Stone, or Board construction and painted or stained a dark earth tone color. Side and rear fencing may be standard

ranch wire. Wire behind front fencing for small animals is permitted.

1.07. Driveways must be paved with asphalt, crushed concrete, limestone, concrete or pavers stone at a minimum of 12 feet wide for a distance of 50 feet inside the property line.

1.08. Firearms are allowed for family use only. No hunting or shooting ranges will be allowed.

1.09. No open trash pits or burning of rubbish will be allowed. Burning of brush and building debris is allowed.

1.10. All tracts are restricted against the construction of cell towers, water towers, commercial buildings, and commercial feed lots.

1.11. Raising swine is limited to FFA or 4H School projects. Poultry will be limited to 3 per acre. Horses, Cattle, and other livestock may be kept on any tract so long as they are fenced and maintained in clean sanitary conditions. No more than one large animal, (including horses and cattle) shall be permitted on less than two acres. Dogs must be contained within owner's lot.

1.12. All lots must be maintained using prudent weed control. Mowing or baling of hay must be done as needed to maintain hay fields and lawns.

1.13. No tract shall be sub-divided.

1.14. No building shall be located nearer to the Road than seventy-five feet (75'), nor nearer than twenty five feet (25') to any side lot line, except that the slab or foundations for a garage only may not be nearer to any side lot line than ten feet (10').

1.15. These Covenants will run with the land until January 2045 at which time they will automatically expire unless an extension of said covenants is approved by a 75% majority of the Property Owners (the term "Property Owners" being those owners of the original 60.9 acre tract).