

EXHIBIT "B"

DEED RESTRICTIONS

Declaration of covenants, conditions and restrictions for 71.92 acres out of 75.61 acre tract described in Volume 314, Page 447 of the Official Records of Jackson County, Texas.

1. All parcels and/or tracts within 71.92 acres in (a "Parcel") shall be used for single family residential purposes or agriculture use only and no Parcel shall be used for any other business or commercial purpose.
2. Each Parcel, including any and all improvements shall be maintained in a clean, neat and attractive condition. All personal property shall be located behind the residence, if any, and generally out of sight from the road.
3. No noxious or offensive activity shall be conducted on any Parcel that may be or may become an annoyance or nuisance to the neighborhood.
4. No Parcel shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. Each Parcel owner shall be responsible for disposing of his/her trash, garbage and rubbish in a sanitary manner and in a location provided for that purpose by the applicable municipality or government authority. Burning or incinerating of trash, garbage, leaves, brush or other debris by local and state law.
5. Personal campers, boats, tractors, trailers, recreational vehicles, etc., in a good and useable/functional condition may be kept on a Parcel; provided however, that no abandoned or inoperative vehicles, other vehicles or trailers shall be permitted to remain on any Parcel.
6. No hazardous materials of any kind shall be stored upon a Parcel except during construction to be utilized within 10 days of delivery to the Parcel.
7. If electricity is on a Parcel owed by you, upon written request, at no cost to you, you must grant permission to extend electricity to the owner of any other Parcel.
8. All horses, cattle or other livestock or animals shall be kept enclosed on the Parcel by suitable fencing.
9. The seller/developer or any Parcel owner shall have the right to enforce, by any proceeding law or in equity, all restrictions, conditions and reservations imposed by this declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with

respect to the subsequent violations in questions or any other violation. All waivers must be in writing and signed by the party to be bound.

10. All covenants, conditions and restrictions shall be binding upon the buyer and its successors, heirs or assigns. If any person or persons violate these covenants, conditions and restrictions, it shall be lawful for the seller/developer, its successors, heirs or assigns to prosecute proceedings at law or in equity against such person or person violating or attempting to violating such covenants, conditions or restrictions, either to prevent or correct such violations, and to recover damages or other relief for such violations.

11. These covenants, conditions and restrictions are covenants running with the land. Invalidity of any one of these covenants, conditions or restrictions by judgment of a court of competent jurisdiction, shall in no way affect any of the other provisions, which shall remain in full force and effect.

Signature of Buyer: _____ Date: _____

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