

EXHIBIT "B"

Restrictions and Covenants

As a material inducement to Grantor and as condition to the sale and conveyance of the Property to Grantee, for the benefit of the Grantor Tract (as hereinafter defined), Grantor conveys the Property subject to and does hereby declare that the Property is subject to the covenants and restrictions contained in this Limited Warranty Deed ("Deed"), which are covenants and restrictions running with the land and Grantee by its acceptance of this Deed acknowledges, agrees to and accepts, on behalf of itself and its successors and assigns, the provisions of this **Exhibit "B"** and agrees to be bound by the covenants and restrictions contained herein, which may be enforced by Grantor, or its successors or assigns, in accordance herewith.

1) **Definitions.** The following capitalized terms when used in this Deed shall have the following meaning:

(a) "Grantor" means Barrs Natural Resources, LLC, a Georgia limited liability company, and its successors in accordance with Section 9.

(b) "Grantor Tract" means all those tracts or parcels of land, together with all improvements thereon, situate, lying and being in the ____ District, G.M., Morgan County, Georgia, containing an aggregate _____ acres, more or less, and being shown and designated as "_____" according to that certain plat of survey entitled "BARRS NATURAL RESOURCES, LLC" dated _____, 20____, prepared by _____, GRLS No. _____, being recorded in Plat Book _____, page _____, in the Office of the Clerk of the Superior Court of Morgan County, Georgia, which plat is incorporated herein by reference for a more complete description of the above described property as such Grantor Tract may be revised from time to time including, without limitation, pursuant to Section 10.

(c) "Owner" means the record owner, whether one or more persons or entities, of fee simple title to the Property or the Grantor Tract, as applicable; provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity who would own the Property or Grantor Tract in fee simple if such loan were paid in full shall be considered the Owner.

(d) "Property" has the meaning set forth in the Limited Warranty Deed, subject to adjustment as set forth in this Deed, including, without limitation, Section 2(c) and Section 10.

(e) "Residence" shall mean a structure situated upon the Property intended for independent use and occupancy as a residence for a single family. A structure and the land owned as a part thereof shall not become a Residence until a certificate of occupancy shall have been issued by the appropriate governmental authorities as a pre-requisite to the occupancy of such Residence. The Owner of a Residence shall notify the Grantor or its designee immediately upon issuance of a certificate of occupancy for the Residence.

(f) "Structure" means anything or object the placement of which upon the Property may affect the appearance of the Property, including without limitation, any building or part thereof, garage, porch, shed, covered or uncovered patio, fence, wall, pools, or any other improvements to the Property.

2) Covenants and Restrictions.

(a) Residential Use; Single Residence. No Structure shall be constructed on the Property other than one single-family Residence, except as otherwise expressly provided herein or with the prior express written consent of Grantor. The Property shall be used for residential purposes only and for no other purposes, except as otherwise expressly provided herein or with the prior express written consent of Grantor. Without limiting the foregoing, no trade or business of any kind may be conducted in or from a Residence, without the prior express written consent of Grantor. The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods and services to persons other than the provider's family regardless of whether: (x) the activity is engaged in full or part-time; (y) the activity is intended to or does generate a profit; or (z) a license is required for the activity. Notwithstanding anything herein to the contrary, an Owner or occupant at the Residence may operate an office within a portion of the Residence that might otherwise constitute a trade or business so long as the activity within such office: (a) does not otherwise violate the provisions of this Deed; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Residence; (c) does not unduly increase traffic flow or parking; and (d) does not have signage or other advertising on the Property. Grantor hereby expressly consents to Grantee's use of the Residence for his current consulting business.

(b) Restrictions on Improvements.

(i) No construction or alteration of any Structure shall take place without the prior written approval of Grantor of plans and specifications as set forth in Section 3 of this Deed.

(ii) Without limiting the right of Grantor to approve, withhold approval or condition approval to any plans and specifications for any construction or alteration of any Structure on the Property in accordance with Section 3, which approval may be given, withheld or conditioned in Grantor's sole and unlimited discretion, the following restrictions shall apply to the Property:

(A) The Property may have only one Residence and no other buildings, other than a detached garage, carport or other outbuildings customarily used in connection with and incidental to a single-family dwelling, or such Structures as to which Grantor may provide its prior express written consent. Grantee is expressly permitted to construct a pole barn.

(B) The Residence and outbuilding or Structure shall comply with the design standards attached hereto as Exhibit "B-1".

(C) Unless expressly required by applicable law, or with the prior written consent of Grantor, which may be given or withheld in its sole and unlimited discretion, the Property shall maintain access solely by way of one permitted driveway, in a location approved by Grantor.

(D) No activity which may create erosion or siltation problems shall be undertaken on the Property without the prior written approval of the Grantor of plans and specifications for the prevention and control of such erosion or siltation. The Grantor may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape.

(E) No fence or wall of any kind shall be erected, maintained, or altered on the Property without the express prior written consent of Grantor of plans and specifications for such fences and walls. The fence designs attached hereto as **Exhibit "B-2"** are hereby expressly approved and constitute the only expressly permitted fence type; provided, however that the plans for such proposed fencing shall nevertheless be provided to Grantor for approval.

(c) Re-subdivision of The Property. The Property shall not be split, divided, subdivided, or combined for sale, resale, gift, or any other transfer, without the prior written approval of Grantor of plans and specifications for such split, division, subdivision or combination, including any changes to setbacks and other matters on such Plat and which consent Grantor may withhold or condition in its sole discretion. In the event any split, division, subdivision or combination is approved by the Grantor and receives any necessary approvals from applicable governing authorities, the Grantor shall execute and record a consent detailing the same. Each subdivided portion of the Property so approved shall constitute a separate "Property" under this Deed.

(d) Maintenance. The Owner shall keep, maintain and repair the Property and any Structures thereon, in reasonably good external condition and repair, including, repairing and painting (or other appropriate external care) of the Residence to avoid chipping/peeling paint, rust, rotten wood and/or warped wood, repairing or maintaining fencing such that it is upright, not warped, not detached or otherwise not missing posts or rails.

(e) Clotheslines, Solar Equipment, Garbage Cans, Etc. All clotheslines, equipment, garbage cans, woodpiles, antennae, satellite dishes, solar equipment and other similar Structures or items shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring residences and streets, and shall be maintained in the rear yard of the Property only.

(f) No Signs. No signs whatsoever (including but not limited to commercial and similar signs) shall be installed, altered or maintained on the Property, or on any portion of a Structure visible from the exterior thereof, except: (A) such signs as may be required by legal proceedings; (B) not more than one "For Sale" sign as to the Residence provided that such sign may only be displayed in the front yard of the Property, provided, however, that any such sign shall be subject to any rules and regulations of the Grantor adopted with respect thereto. Notwithstanding the foregoing, Grantor may, but shall have no obligation to, provide express prior written consent to signs that otherwise violate this Section 2(f).

(g) Commercial and Recreational Vehicles and Trailers. No trailer, motor home, recreational vehicle, camper, boat, boat trailer, or commercial vehicle or like equipment shall be permitted on the Property unless the same is kept in an enclosed space approved by Grantor or is otherwise expressly approved by Grantor. Notwithstanding the foregoing, operational farm trailers and equipment may be parked on the Property and do not need to be parked within any Structure. ATVs, dirt bikes and other recreational vehicles are permitted to be operated on the Property, provided that they shall be operated in a prudent manner and with consideration for neighbors. No tracks, paths, jumps or any earth movement shall be performed on the Property, for use by ATVs, dirt bikes or any other recreational vehicles. None of the foregoing vehicles may be parked within any building setbacks and shall be parked, when not operating, in approved enclosed Structures.

(h) Livestock and Poultry. No animals, livestock, swine or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other typical household pets may be kept as pets and provided further that chickens may be kept as pets or for personal or family consumption (non-commercial) of egg and poultry provided that no more than twenty five (25) chickens are permitted at any one time on the Property. All household pets shall be leashed or otherwise restrained such that they do not leave the Property. No pigs shall be permitted on the Property. Notwithstanding the foregoing, up to five cows, five goats, five horses and/or two donkeys are expressly permitted on the Property.

(i) Solid Waste. No person shall dump rubbish, garbage, or any other form of solid waste on the Property. No person shall burn rubbish, garbage, or any other form of solid waste on the Property, except that limbs and leaves cleared from the Owner's Property may be burned in an Owner's backyard if and as approved by the appropriate governmental authority, including such Owner's obtaining a burn permit, if applicable. Except for building materials employed during the course of construction of any Structure approved by the Grantor, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on the Property unless screened. If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such pick-up. At all other times such containers shall be screened or enclosed.

(j) Firearms. The discharge of firearms is prohibited on the Property, except for hunting during season in accordance with applicable law and best practice or shooting at varment. Target shooting is expressly prohibited on the Property, except that skeet shooting with shotguns is permitted.

(k) Vehicles. No vehicle maintenance or repair shall be performed on any vehicle upon any portion of the Property, unless performed in a carport or garage or in an emergency situation. No vehicles may be parked on the Property unless such vehicles have current tags and are fully operational. No vehicle may be parked within any building setbacks.

(l) Nuisances. No Owner shall cause, create or permit a nuisance or annoyance (as determined by Grantor) or the violation of any laws. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any portion thereof so as to render such Property

unsanitary, unsightly, offensive or detrimental to any other property or the Grantor Tract, as determined by Grantor in its sole discretion. No portion of the Property shall be used in such a manner as to create a nuisance or annoyance, as determined by Grantor in its sole discretion, including, but not limited to, vibration, sound (including music if the volume is sufficiently loud), electromagnetic disturbance and radiation, air or water pollution, dust or emission of odorous, toxic and non-toxic matters.

3. Plan Approval.

(a) Generally. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on the Property nor shall any existing Structure upon the Property be altered in any way which changes the exterior appearance of the Structure or the Property, unless plans and specifications therefor shall have been submitted to and approved in writing by the Grantor in Grantor's sole discretion. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Grantor.

(b) Approval of Plans and Specifications. Upon approval by the Grantor of any plans and specifications submitted pursuant to this Deed, a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with the Property or Structure of any plans and specifications shall not be deemed a waiver of the Grantor's right to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other property or structure. Approval of any plans and specifications shall be final and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(c) Disapproval of Plans and Specifications. Without limiting Grantor's discretion to approve or deny plans in its sole discretion, the Grantor shall have the right to disapprove any plans and specifications submitted pursuant to this Deed because of any of the following:

(i) the failure to include information in such plans and specifications as may have been reasonably requested; or

(ii) the failure of such plans or specifications to comply with any express provision of this Deed.

In any case in which the Grantor shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any case the Grantor shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

(d) Obligation to Act. The Grantor shall take action on any plans and specifications submitted as herein provided within sixty (60) days after receipt thereof. Approval by the Grantor, if granted, together with any conditions imposed by the Grantor, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by Grantor to take action within sixty (60) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications, except to the extent such plans otherwise violate any provision herein.

(e) Disclaimer as to Grantor Approval. Plans and specifications are not reviewed for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Grantor or any agent thereof assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither the Grantor nor any member, employee, or agent thereof shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by this Deed by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans and specifications and every Owner agrees that he will not bring any action or suit against the Grantor, the members, employees and agents of Grantor to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

(f) Revocation of Grantor Approval. If construction is not commenced within one (1) year from the date the plans and specifications are approved, then the approval given pursuant to this Article shall be deemed to be automatically revoked by the Grantor, unless the Grantor extends the time for commencing construction. In any event, all work covered by such approval shall be completed within one (1) year of the commencement thereof, unless the Grantor extends the time for completion for such period of time if completion is rendered delayed as a result of hardship due to strikes, weather conditions, material shortage or other intervening forces beyond the reasonable control of the Owner.

(g) Violation; Failure to Comply with Plans. If any Structure shall be erected, placed, maintained or altered upon the Property, otherwise than in accordance with the plans and specifications approved by the Grantor pursuant to the provisions of this Deed, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Deed and without the approval required herein. If in the opinion of the Grantor such violation shall have occurred, the Grantor shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Grantor shall have any and all rights and remedies as set forth herein.

4. Inspection Rights. Grantor or any agent of Grantor may, after reasonable notice (24 hours being reasonable), at any reasonable time or times during or for a period of thirty (30) days after any installation, construction, alteration or maintenance of any Structure enter upon the Property and

Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of the Property or any Structure is in compliance with the provisions of this Deed; and neither the Grantor, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

5. Enforcement. Grantor shall have the right, but not the obligation, to enforce the terms of this Deed. Enforcement may be made by any proceedings at law or in equity against any Owner or other person or entity violating or attempting to violate any part of this Deed, as such may be amended, either to restrain or enjoin violations or to recover damages. Damages shall not be deemed adequate compensation for any breach or violation of any provision of this Deed, and Grantor shall be entitled to relief by way of injunction, as well as any other remedy either at law or in equity. The rights, powers, and remedies provided in this Deed shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise by Grantor of any particular right, power, or remedy shall not be deemed an election of remedies or to preclude such person's resort to other rights, powers, or remedies available to it. No delay or failure on the part of Grantor to invoke any available right, power, or remedy in respect to a breach of this Deed shall be held or deemed to be a waiver by that party of (or estop that party from asserting) any right, power, or remedy available to it on the recurrence or continuance of said breach or the occurrence of a different breach. Grantor shall not be under any obligation to take any action to enforce the terms of this Deed. No waiver by Grantor shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by Grantor shall operate or be construed as a waiver for any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. If any action is brought by or against Grantor regarding a disputed interpretation, violation or attempt to violate this Deed or otherwise in connection with or arising out of this Deed, including Grantor's enforcement of the terms hereof, the Grantor shall, if the prevailing party, be entitled to recover from the Owner its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action. Any amount not timely remitted will accrue interest at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum amount permitted by law until paid. No Owner hereunder, except Grantor, has any right to enforce the terms of Section 2 or Section 3 of this Deed, it being the sole right of Grantor to enforce this Deed.

6. Run with Title; Benefitted Parties. The restrictions, covenants, easements and provisions herein shall run with and bind the Property, shall be binding on all Owners and the Property, and shall inure to the benefit of and be enforceable by Grantor, and shall remain in effect for the period herein stated. The easements, covenants and restrictions and liabilities provided for herein shall inure to the benefit and shall be binding upon the Property and the respective Owners thereof and their respective successors, successors-in-title and assigns, and shall remain in full force and effect and shall be unaffected by any change in the ownership or possession of the Property. Any transferee of all or any part of an equitable interest in the Property shall automatically and conclusively be deemed, by acceptance of the title to all or any portion of the Property, to have assumed all obligations of this Deed relating to the Property to the extent of its interest in the Property or any portion thereof, to have agreed to every covenant, condition and easement contained herein, and to have agreed with Grantor to execute any and all instruments and do any and all things reasonably required to carry out the intention of this Deed, whether or not this Deed is expressly referenced in

any such conveyancing document; and the transferor shall, upon the completion of such transfer, be relieved of all further liability under this Deed, except liability with respect to matters that may have arisen during the period of ownership of such transferor that remain unsatisfied.

7. Notice. Any and all notices and statements required or permitted under this Deed shall be in writing and shall either be (a) personally delivered, (b) delivered by a reputable overnight courier service (such as Federal Express, United Parcel Service, etc.), or (c) mailed by certified or registered mail, return receipt requested, postage prepaid, to the respective parties at the addresses set forth below, unless and until a different address has been designated by written notice to Grantor or the other Owners in the manner set forth herein. Any such notice or statement shall be deemed to be given on the date (x) personally delivered, (y) delivered to the recipient by the courier service, or (z) two (2) days following the date mailed, if mailed.

Notices to Grantor: Barrs Natural Resources, LLC
1080 Experiment Station Rd.
Suite 200
Watkinsville, GA 30677
Attn: Andy Barrs

8. Consent and Subordination. It is the intention of the Grantor that the holder or holders of existing and future mortgages and security deeds (collectively, "Security Interests") shall hold and/or acquire its Security Interests subject and subordinate to this Deed and that the foreclosure or other exercise of rights by any such holder shall not terminate or cancel this Deed.

9. Successor to Grantor. All rights, powers, privileges, and reservations of Grantor herein contained may be assigned to any person or entity which will and does assume the duties and responsibilities of Grantor pertaining to the particular Grantor's rights, powers, privileges and reservations assigned. The mere sale, ground lease or other conveyance of a portion of the Grantor Tract shall not constitute an assignment to the purchaser(s), lessee(s) or transferee(s) thereof of the rights, powers and reservations of Grantor hereunder unless expressly stated otherwise in any such instrument of sale, ground lease or conveyance. Any assignment or appointment made under this Section shall be in recordable form and shall be recorded in the Clerk's Office. With respect to any rights, powers, privileges and reservations of Grantor which are hereafter exclusively assigned to (and assumed by) any person or entity pursuant to the terms of this Section, such assignee shall thereafter be deemed to be Grantor under this Deed, with respect to such rights, powers, privileges and reservations so assigned, and the Owners shall then look solely to such assignee in connection with the performance of any responsibilities and obligations of Grantor encompassed by such rights, powers, privileges and reservations so assigned. On the date Grantor no longer owns any portion of the Grantor Tract, the owner of the Grantor Tract (or if the Grantor Tract has been subdivided, the owner of fee simple to the largest tract comprising a portion of original Grantor Tract) shall be the Grantor, unless another tract is expressly designated by Grantor in writing prior to such final conveyance.

10. Acknowledgment and Agreement Regarding Use of the Grantor Tract; Changes to Grantor Tract; Removal of Portions of Grantor Tract. Every Owner acknowledges and agrees that the Grantor Tract may be used for any purpose permitted by law, including, without limitation, any use that is expressly prohibited on the Property by Section 2, and includes, without limitation,

silvicultural and agricultural activities, including, without limitation, timber harvesting, prescribed burning, clear-cutting and any and all other activities as may be associated with the foregoing. The Owner acknowledges such rights and such intended uses and waives any and all rights to object to or enjoin such action and waives any and all claims relating thereto against the Grantor Tract Owner in connection with prescribed burning or any other agricultural activities, timber activities or any other use of the Grantor Tract. Nothing in this Deed, including this Section 10, shall restrict any use on the Grantor Tract. Grantor may, in its sole and unlimited discretion, if it acquires title to all or any portion of the Property, combine it with all or any portion of the Grantor Tract and cause such combined parcel to be a part of the Grantor Tract hereunder and free from the restrictions herein and Grantor shall be entitled to file an amendment or supplement to this Deed reflecting any such combination.

11. Miscellaneous.

(a) If any term, covenant or condition of this Deed or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Deed or the application of such terms, covenants or conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Deed shall be valid and be enforced to the fullest extent permitted by law.

(b) This Deed shall become effective when recorded in the real property records of Morgan County, Georgia.

(c) The covenants, restrictions, easements and other terms of this Exhibit "B" may be amended or modified solely by written agreement of Grantor and Grantee and may be terminated or any variance here from granted solely by a written statement of Grantor, in each case recorded in the real property records of Morgan County, Georgia.

(d) This instrument is to be governed by the laws of the State of Georgia.

(e) Time is of the essence with respect to the rights and obligations set forth herein.

(f) The headings herein are used only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Deed nor in any way affect the terms and provisions thereof. Wherever used herein, the use of any form of verb shall be deemed to include the singular and plural forms, and the use of any pronoun shall be deemed to include the masculine, feminine and neuter forms, and the singular and plural forms, as appropriate in the context.

(g) No Owner or person authorized to act for an Owner shall refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the purchase or rental of any property to any persons because of race, color, religion, sex, age or national origin. Anything in this Deed to the contrary notwithstanding, this covenant shall run with the land and shall remain in effect without any limitation in time.

(h) This instrument does not submit the Property to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq.

(i) Except as may be otherwise herein expressly provided, in all circumstances under this Deed where prior consent, approval or permission of Grantor is required, the matter of whether to grant such consent or permission or to condition any such consent shall be within the sole and exclusive judgment and discretion of Grantor, unless such judgment or discretion is expressly limited by the terms of this Deed in which case subject only to such express limitations. It shall not constitute any nature of breach by Grantor or any defense to the performance of any covenant, duty or obligation of the Owner hereunder that Grantor delayed or withheld the granting of such consent, approval or permission, or agreed to provide such consent, approval or permission subject only to certain conditions, whether or not such delay on approving, withholding of approval, or conditions on approval were prudent or reasonable or based on good cause. An Owner's sole remedy for a claim that Grantor withheld its consent or approval in violation of the terms of this Deed shall be an action in equity to cause Grantor to provide such approval or consent and Grantor shall in no event be liable for any damages or costs or expenses in connection with its withholding of such consent or approval.

EXHIBIT "B-1"

Design Standards

The Architectural Design Standards set forth below are in no way to be construed as limiting the discretion of Grantor to approve or disapprove plans and Grantor may in its sole discretion grant a waiver to any one or more design standards where Grantor determines that the resulting overall appearance of the Property and Grantor Tract (or other adjacent property) are to be preserved or the Grantor otherwise determines appropriate.

(1) All Residences must contain a minimum of 2,500 square feet of heated living space, excluding basements.

(2) No Residence or other building or Structure shall contain any exterior vinyl or concrete blocks as an exposed finish material, however concrete blocks may be used only as foundations or for basements and must not be part of a visible exterior of a building above ground level. Any outbuilding shall be of the same quality and style as the Residence.

(3) The Residence and every other Structure shall be constructed only of materials, and in colors, approved in writing by Grantor.

(4) All exterior lighting shall be a low-level, non-glare type and located to cause minimum visual impact to adjacent properties and streets except as may be approved in writing by Grantor.

(5) Mechanical equipment (including any natural gas tanks), but excluding heating or air conditioning equipment, shall be installed only within the dwelling or buried. Heating and air conditioning equipment shall be installed in such location as will, to the maximum extent possible, not be readily visible to the view of the Grantor Tract or other properties.

(6) No structure of a temporary character shall be placed upon the Property at any time, except for shelters used by a building contractor during the course of construction. Such temporary shelters may not, at any time, be used as residences, nor be permitted to remain on the Property after completion of construction.

(7) All pump, filter, etc. equipment for spas must be sited where it will not cause a nuisance to neighbors and must be screened from view.

(8) Freestanding play houses, treehouses and detached storage buildings may not be placed in the front or side yards or so as to be visible from any street and are not allowed except as may receive the express prior written consent of Grantor. Notwithstanding the foregoing, freestanding play houses, treehouses and detached storage buildings may be placed in the northern side yard, provided that the same are not permitted within the setbacks.

(9) Swimming pools must be constructed below ground level with the same setback requirements as dwellings and other improvements. All swimming pools must fit naturally into the topography of the Property and be located to provide minimal visual impact to surrounding

properties and streets. All pool equipment, including but not limited to, pumps and filters must be sited where it will not cause a nuisance to neighbors and must be screened from view. Absolutely no temporary, fiberglass, drop in, or above ground pools shall be allowed. A fence a maximum of four (4) feet in height and capable of being locked shall surround all swimming pools.

EXHIBIT "B-2"

Fence Specifications

Four Board Fence

- 6x6 posts
- 2x6 rails
- Constructed with screws and appropriately trimmed out
- Paint and/or stain color subject to approval

Representative Pictures:





Wire Fence

- Wooden treated fence posts spaced 8' apart
- Wire fencing
- 1 strand of barbed wire on top
- 4" left exposed at top of each post

Representative Pictures:





Four board fence with matching wire similar to the below:

