

## EXHIBIT "B"

### RESTRICTIONS

Pursuant to the General Warranty Deed (the "Deed") from Spring Cypress Land Holdings, L.P. ("Grantor"), to BUYERS, husband and wife, ("Grantee"), to which this Exhibit "B" is attached, the Property (as such term is defined in the Deed) is being granted and conveyed to and accepted by Grantee, on behalf of itself and its heirs, executors, administrators and assigns, subject to the covenants, conditions, and restrictions set forth in the following provisions of this Exhibit "B". Each covenant, condition, and restriction set forth in this Exhibit "B" is intended and shall be a covenant running with the land and other real property interests burdened by such covenant, condition, or restriction and shall be binding upon each purchaser, grantee, owner, lessee or other holder of any part or interest in the Property and improvements erected thereon and upon their respective heirs, executives, administrators, devisees, successors and assigns.

Grantor and Grantee do hereby declare that the Property shall be held, sold, transferred, granted, conveyed, and occupied subject to the covenants, conditions, and restrictions hereinafter set forth:

Nuisances and Prohibited Uses. No illegal, noxious, hazardous or offensive activity of any kind shall be conducted on any portion of the Property. No use shall be permitted which is offensive by reason of odor, fumes, vibrations, dust, smoke, radiation, noise or pollution, or that is hazardous by reason of excessive danger of fire or explosion or any use that may cause or produce a nuisance as to any other portion of Grantor's Surrounding Property, as defined below. Now exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any of the Property so as to be offensive or detrimental to Grantor's Surrounding Property or its occupants. Without limitation of the generality of the foregoing, no portion of the Property shall ever be used or utilized as the site for display or sale of explosives or fireworks, a flea market, a pawn shop, a bar, lounge, nightclub or tavern, (the term bar, lounge, nightclub or tavern shall include, but not be limited to, any establishment, including restaurants, with more than 40% gross revenues derived from the sale of alcohol), a cemetery, crematorium, mausoleum, or mortuary, a stockyard, a labor camp, a trailer court, junk yard, scrap metal yard or waste material business, a car wash, any dumping disposal, incineration or reduction of garbage or refuse, any fire or bankruptcy sale or auction house operation, massage parlor or sexually oriented business.

The Nuisance and Prohibited Uses are collectively referred to as the "**Restrictions.**" Grantor, as the fee simple owner of the Property, establishes the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restriction are reasonable and serve to the benefit of Grantor as the owner of the property adjacent to the Property herein conveyed more particularly described on **Schedule "T"** attached to the Deed from Spring Cypress Land Holdings, L.P. to Grantor herein ("**Surrounding Property**"). The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of the Surrounding Property, Grantor, Grantee, and their successors and assigns forever.

In addition to the foregoing, the following use and Building Restriction shall apply:

1. Land Use: No mobile manufactured homes or Log cabins will be placed on any portion of property.
2. Dwelling Size: The living area of main residential structure, exclusive of open porches and garages, shall not be less than 2500 square feet. The exterior of the Residential Dwelling, excluding doors shutters, trim work, eaves and dormers, must be comprised of (100%) masonry material which includes brick, hardi plank, stone or other masonry material.
3. Fencing: No vinyl fencing will be placed on any portion of property. All fencing constructed on property lines will be wood 4x4 post four board fencing black in color as per specifications.
4. Animals:
  - (a) A reasonable number of generally recognized house or yard pets may be maintained on a tract buy only if they are kept there solely as domestic pets and not for commercial purposes. No generally recognized house or yard pet shall be allowed to make an unreasonable amount of noise or become a nuisance.
  - (b) In addition to a reasonable number of generally recognized house or yard pets the owner of a tract may keep (1) horse, cow, fowl or calf on the owners property for each (1) acre owned. These may be used for commercial purposes by these guidelines.
  - (c) No goats, pigs, geese or ducks will be allowed, unless to be used for a 4-H or Future Farmers of America project. Each residence will be limited to six chickens.

The Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered and conveyed subject to the Restrictions. The Restrictions shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. The Restrictions are imposed upon the entire Property and may be enforced by Grantor and by any successor to Grantor's interest in the Surrounding Property.

Grantee hereby agrees that, in the event the Restrictions are violated, Grantor (i) may elect to enforce the Restrictions by an action in equity to obtain an injunction against any violation of the Restrictions; and (ii) may pursue any other remedy available at law or in equity for any breach of the Restrictions.

All purchasers, lessees, and possessors of all or any portion of the Property shall be deemed by their purchase, leasing, or possession of the Property to have agreed to the foregoing. Grantee's acceptance of the Deed to the Property evidences Grantee's acceptance of and agreement to the Restrictions, and Grantee acknowledges that Grantee has received adequate and sufficient consideration for Grantee's acceptance of and agreement to the Restrictions. Any failure to enforce or waiver of any breach of the Restrictions shall not constitute a waiver of the Restrictions or of any subsequent breach thereof or any remedy that may be exercised for breach thereof. The exercise of any remedy for any breach of the Restrictions shall not preclude the exercise of any other remedy for any breach of the Restrictions.