

## EXHIBIT B

A. The Warranty Deed from Seller to Buyer shall contain the following covenants, conditions and restrictions:

“This deed is subject to the following protective covenants, conditions and restrictions which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property, or any part thereof, and their heirs, successors, and assigns:

1. The Property shall not be subdivided into smaller parcels; provided, however, this restriction does not prohibit a correction deed or other documents required to resolve boundary disputes.
2. No more than one single family dwelling shall be constructed on the Property.
3. No part of the Property shall ever be used, or caused to be used, or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, including, but not limited to any wrecking yard, salvage yard, dump ground, commercial burning grounds, commercial feed operation, or other such nonresidential purposes. However, notwithstanding the foregoing, the providing of personal services shall be permitted, so long as there is no sign or similar advertisement therefor on the Property other than the names of the resident of the house and/or the house number of the dwelling unit on the Property, and so long as such business is not open to the general public. In addition, the Property may be used for farm/ranch and agricultural business purposes of the type and degree of intensity common in the Texas Hill Country area.
4. No manufactured home, mobile homes, trailer homes, or modular homes of any type shall be permitted on any part of the Property.
5. The Property shall not be used or maintained as a dumping ground. Rubbish, trash, garbage and other waste shall be kept in sanitary containers, which at all times must be concealed from public view. The Property may not be used for

storage of any equipment or materials prior to construction of the residence on said Property, save and except materials and equipment used in construction of the residence during construction.

6. No noxious or offensive activities shall be conducted on the Property nor shall anything be done thereon which may be, or upon the repeated occurrence thereof become, an annoyance or nuisance to adjoining property owners.

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 structural 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 Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee, and the Affected Property Owners, who are affected by the structural integrity, appearance, and uses of the 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 Grantor, Grantee, Affected Property Owners, and their successors and assigns forever."

B. As a material part of the consideration for this Agreement, Seller and Buyer agree that Buyer is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Seller that the Property is fit for a particular purpose. Buyer acknowledges that it is not relying upon any representation, statement or other assertion with respect to the Property condition but is relying upon their examination of the Property. Buyer takes the Property under the express understanding there are no express or implied warranties (except for limited warranties of title set forth in the closing documents).

The provision of this section B. regarding the Property will be included in the deed with appropriate modifications of terms as the context requires.