

EXHIBIT B

RESTRICTIONS APPLICABLE TO PROPERTY

Definitions

“Grantor” means Grantor, and any successor that is named as successor in a recorded document.

“Property” means the Property conveyed to Grantee.

“Adjacent Tracts” means any tract of land immediately adjacent to the Property of which Grantor is or was a record owner. It does not include any property that Grantor never owned.

“Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

“Single Family” means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

“Structure” means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Restrictions

A. Imposition of Restrictions

1. Grantor imposes these Restrictions on the Property for the benefit of Grantor, Grantee, and Adjacent Tracts. Grantee, by Grantee’s acceptance of this deed, agrees that the Property is subject to the Restrictions.
2. The Restrictions are necessary and desirable. The Restrictions run with the Property and bind all any other person holding an interest in the Property.
3. Grantee agrees that failure to comply may subject him to damages or injunctive relief.

C. Use and Activities

1. *Permitted Use.* The Property may be used only for an approved Residence and approved Structures for use by a Single Family.
2. *Prohibited Activities.* Prohibited activities are—

- a. any activity that is otherwise prohibited by these Restrictions;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any dumping of rubbish;
- e. any storage of—
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable vehicles on the Lot; or
 - iii. unsightly objects unless completely shielded by a Structure;
- f. any commercial or professional activity except reasonable home office use;
- g. the display of any sign except—
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law;
- h. installing a mobile home, manufactured home, manufactured housing, or house trailer on the Property;
- i. interfering with a drainage pattern or the natural flow of surface water;
- j. allowing a renter, guest, or other person who is a registered sex offender to reside at the Property; and
- k. storage of hazardous materials, except during construction, provided such hazardous materials will be utilized within 10 days of delivery

D. Construction and Maintenance Standards

- 1. *Property*
 - a. *Subdivision Prohibited.* The Property may not be further subdivided.
- 2. *Residences and Structures*
 - a. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 120 days and the

Property restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 120 days and the Property restored to a clean and attractive condition.

E. General Provisions

1. *Term.* These Restrictions runs with the land and are binding in perpetuity.
2. *No Waiver.* Failure by anyone to enforce these Restrictions is not a waiver.
3. *Severability.* If a provision of these Restrictions is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of these Restrictions, and these Restrictions are to be construed as if the unenforceable provision is not a part of these Restrictions.
4. *Enforcement.* These restrictions may be enforced by Grantor or the record owner of Adjacent Tracts.