

EXHIBIT B
RESTRICTIONS, COVENANTS AND CONDITIONS

The above described 75.00 acres of land, more or less, (herein called the "Property") are conveyed subject to the following restrictions, covenants and conditions:

ARTICLE 1

Restrictions

1.01. The Property shall never be used for any of the following uses:

a. As a location for a manufactured home park or a place where spaces are rented to persons upon which to locate a manufactured home (the term "manufactured home" includes, without limitation, house trailers and mobile homes);

b. A recreational vehicle park;

c. A hog farm;

d. A poultry farm;

e. A trash dump;

f. A place to store inoperable vehicles;

g. A place to use, generate, release, discharge, store or dispose of any Hazardous Materials. For the purpose of this Paragraph g, Hazardous Materials shall refer to any substances, materials and wastes that are or become regulated as hazardous or toxic substances under any applicable local, state or federal law, regulation or order; or

h. As a gravel pit, sand pit or rock pick; gravel, sand, rock and similar materials cannot be mined on the Property.

1.02. The Underground Water of the Property is to be used only on the Property and is not to be sold to third parties.

ARTICLE 2

General Provisions

2.01. Any owner of any portion of the Property or any owner of any portion of the Parent Tract (the Parent Tract being described in Exhibit AA attached hereto) shall have the right to enforce, by any proceeding at law or in equity, the restrictions, covenants and conditions imposed herein. Failure to enforce any restriction, covenant, or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.