

EXHIBIT B

FRAZIER LAND & CATTLE COMPANY, LTD. CIELO VISTA RESTRICTIONS AND RESERVATIONS

That Frazier Land & Cattle Company, Ltd., a Texas limited partnership, acting herein by and through its general partner, Thompson Properties, Inc., a Texas corporation, as owner, does hereby adopt and impress the following restrictive covenants upon the property for the benefit of itself as owner of the land in said subdivision, and for the use and benefit of present or subsequent owner or owners of any Tract therein, as well as the use and benefit of all future owners thereof, the following covenants are made and adopted to run with the land as hereinafter set out.

If the parties hereto, or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

COVENANTS

1. All buildings shall be new and shall be substantially and safely constructed of frame or masonry if newly constructed on site and maintained in good repair. Doublewide manufactured homes less than 7 years old, or modular homes are permitted. Singlewide manufactured homes are not permitted. Travel trailers are not permitted until after the primary residence is completed and may never be used as a residence. The wood exterior of all buildings shall be stained or painted with two coats of stain or paint. No structure shall be built or moved onto the property without the written consent of the Architectural Control Committee. Each tract is limited to one habitation except a second dwelling may be placed on a tract if occupied by a relative. No dwelling shall be built or moved onto the property without the written consent of the Architectural Control Committee. No dwelling shall exceed two stories in height and the living area of any dwelling on the property, exclusive of all porches, garages, terraces, breezeways and unfinished rooms, shall contain a minimum of 1,000 square feet. Each person intending to construct or move a structure on any portion of this subdivision shall submit a plot plan and elevations to the Architectural Control Committee for approval or disapproval by the committee. Construction of any structure may start at any time and must be completed (dried in with all exterior finish, windows and roofing completed) within one (1) year from the beginning of construction.

2. There is hereby created and activated an Architectural Control Committee for the purpose of supervising, controlling and approving all construction plans, residences, structures, and other improvements to be built or placed on any tract, and for the further purpose of performing such other duties and responsibilities as are allocated under other paragraphs of this Declaration. The Committee is also given authority to enforce or amend these restrictions in any manner it deems appropriate and to act for the best interest of the property. The initial members of the committee shall consist of three

persons, being A. Leon Thompson, Jr., Renata Castro and Gary Glick. If one or more of these members refuses or fails to serve, or is no longer able to serve, the developer, Frazier Land & Cattle Company, Ltd., may appoint a person or persons as replacement members. At such time as 100% of the tracts in the subdivision have been sold on owner-financed notes which have paid off and for cash to Developer and to the owners, all rights, duties and responsibilities of the Committee shall automatically cease. All rights given to the Committee are purely discretionary and the Committee is not required to enforce any of the provisions hereof. No action will lie with any owner or any other person for failure of the Architectural Control Committee to act to prevent the violation of any of the provisions hereof. In the event that any plans or specifications are submitted to the Committee as provided herein, and such Committee shall fail to either reject or approve such plans and specifications for a period of thirty (30) days following such submission, approval of the Committee shall not be required, and full compliance shall be deemed to have been held. Buyer will permit Seller and Seller's agents to enter the property at reasonable times to inspect it for compliance with Buyer's obligations.

3. The premises shall be used exclusively for residential purposes and no service or merchandise, sand, gravel, caliche, or top soil will be offered for sale or hire thereon.

4. There shall not be placed on said acreage any building or structure nearer than 30 feet from the front or street side property line thereof, or within 10 feet from the side property line or within 30 feet of the rear property line.

5. No travel trailer, tent, shack, garage, barn, or other buildings or structure of a temporary character shall be used as a residence, temporarily or permanently.

6. All sanitary arrangements must comply with all state and local health laws and regulations, and septic tanks must be installed in accordance with standards approved by the Commissioner's Court of Atascosa County, Texas.

7. No swine, fighting chickens, rotweilers, pitbulls, livestock or fowl shall be kept or maintained on said acreage, except domestic pets not to exceed a total of four in number (exclusive of unweaned offspring) provided that they do not create a nuisance and do not injure or harm any person or other animal, and only so long as the owner is occupying the tract as his primary residence. For the purposes of this rule, pot bellied pigs do not qualify as domestic pets. One horse or cow is allowed per acre. 1.25 sheep or goats per acre, 2 chickens per acre with no more than 2 roosters per tract of land. No animal may be kept in a manner or location that creates a nuisance to other property owners such as annoying noises or flies or odors or unsightly premises. All pets or animals shall be contained within the tract lines by fence, leash, or other comparable device. No loose dogs will be permitted. No commercial breeding or raising of domestic pets is allowed.

8. Nothing contained within these regulations shall prevent a tract owner from constructing a barn of any material so long as it is safely constructed and is stained or painted with two (2) coats of stain or paint.

9. No firearms shall be discharged except shotguns using shot sizes 7 ½, 8 and 9. Neither shall any noxious or offensive activity be carried out on said acreage, nor shall anything be done thereon which may be or become an annoyance or nuisance or danger to the neighborhood. All household garbage and trash shall be kept in properly covered receptacles and shall be kept in a safe and sanitary manner and disposed of at a licensed land fill or removed by a licensed waste disposal service.
10. After thirty (30) days notice to the owner thereof, the Architectural Control Committee shall have the right to clean and clear tracts of unsightly weeds, grass, brush, trash, and refuse, such cleaning and clearing to be at the expense of the particular tract owner and for which a lien in favor of the Committee may be placed upon the property including interest, costs and attorney fees.
11. Streets shall not be used for parking except for occasional or emergency parking of vehicles. No continuous parking of vehicles will be permitted on any street or right-of-way in the subdivision. No more than three vehicles may be parked outside on a regular or continuous basis on any tract. All residents must be served by a driveway of caliche, crushed base, gravel or other suitable material prior to or concurrent with move in. Driveways should be located at the gates provided to receive driveway permits from TXDOT.
12. No automobiles, trucks, or busses or other vehicles which are not registered or not in good running order will be allowed on any tract. No more than one (1) multi-axle truck is permitted. No unsightly, unsanitary or junky-looking structure or condition of any nature will be permitted on any tract. Front yards are to be kept neat and orderly. The Architectural Control Committee shall have the right to decide in its sole opinion whether any structure is unsightly or junky-looking. Properties should be grazed or occasionally mowed to reduce fire danger.
13. Seller or its assigns reserves, and Buyer hereby grants to Seller or its assigns, the right to install and maintain drainage easements, electric service lines, water lines, other utility lines over and upon all roads, rights-of-way, and along a ten foot (10') easement on each side of the property lines and the right for access across the subject property to said easement. The ten-foot (10') utility easement widens to twenty feet (20') for the period during which utility construction or maintenance is under way. Overhead utility service pole guy wire anchorages may be located outside of the 10-foot utility easement. Additionally if a utility company requires a separate easement document to commence service to another lot using said easements, then Buyer shall not withhold such permission and timely execution of said easement.
14. No tract may be further subdivided without the written approval of the Architectural Control Committee, and in no event may any tract be further subdivided or re-platted to a size less than five (5) acres.
15. There is reserved by previous owners all oil and gas. Seller reserves all lignite, coal, water, sand, gravel and other minerals that are in and under the property and that may be produced from it and reservation for the right of ingress and egress at all times for mining, drilling, exploring, operating and developing the property and for removing them from the property. Seller hereby reserves all of the

groundwater in, on and under the property together with the right of ingress and egress for the purpose of developing, producing and marketing same.

16. Buyer agrees to accept on the subject property any flow or flow rates from rainfall or storm water runoff from or to other property either existing or that may be developed in the future. No dwelling may be constructed in a flood plain unless it qualifies under the National Flood Insurance Act of 1968.

17. Seller may divide or subdivide the Property into several areas, develop some of the Property, and at Seller's option, sell any portion of the Property free of these restrictions.

18. These restrictions shall be considered covenants running with the land and shall bind the purchasers, their heirs, successors, executors, administrators, and if the parties hereto or any of them, or their heirs, successors, or assigns, shall violate, or attempt to violate, any of these covenants or restrictions herein contained, it shall then be lawful for any person or persons owning any property in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate, any such covenant or restriction, and either to prevent them or him from doing so or to recover damages for such violation. The Architectural Control Committee shall have the right, after thirty (30) days notice is given, to place a lien on any tract violating any of the above provisions, or to collect any costs incurred in the course of rectifying or cleaning up any proscribed or forbidden condition or activity under these covenants. The cost of placing the lien, including any attorney fees, shall be included in the lien. Any invalidation of any of the covenants or restrictions by judgment or court order in nowise shall effect any of the other provisions, which shall remain in full force and effect.

These covenants shall be binding on all parties and all persons claiming under them until August 1, 2039, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the tracts it is agreed to change said covenants in whole or in part.