

# Exhibit B

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## EXHIBIT B

### COVENANTS & CONDITIONS

Seller, as a condition of sale, creates the following covenants and conditions affecting the Property described in the attached deed, which shall run with the land in perpetuity.

- 1. Single family Residential, Agricultural or Recreational Use Permitted.** The property may only be used for single family residential, agricultural, or recreational purposes as limited herein.
- 2. Dwellings and other Structure Allowed.** No building shall be erected, altered, placed or permitted to remain on the Property other than a dwelling unit or units to be used for single family residential purposes. Detached garages, workshops, and barns (collectively referred to as "Out Buildings") may be constructed on the property either prior to or after the main dwelling is built, so long as they are of good construction, kept in good repair, and are not used for residential purposes. The term "dwelling" includes, barndominiums (metal buildings with inside living quarters) and modular homes. Mobile homes or "tiny homes" under 600 square feet are not considered dwellings and are prohibited. A maximum of one (1) dwelling unit per five (5) acres is allowed.
- 3. Location of Structures and improvements.** No building or structure, temporary or permanent, of any kind, including deer stands, shall be located on the Property nearer than one hundred (100') feet to any side or rear property line, or nearer than one hundred fifty (150') to any boundary line that is located on the side closest to or abutting a public right of way.
- 4. Temporary Housing.** The owner may use a tent, camper, RV or travel trailer for temporary recreational or residential purposes not to exceed the time for construction of Primary Residence.
- 5. Prohibition of Offensive Activities.** Without expanding the permitted use of the Property, no activity, whether for profit or not, shall be conducted on the Property which is not related to single family residential, agricultural or recreational purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done to the Property which may become a nuisance.
- 6. Specific Prohibited Activities and Uses.** The following uses are not permitted: 1) any use that is unlawful; 2) any use that is reasonably offensive because of odor, gas, fumes, dust, smoke, noise, pollution or vibration or that otherwise constitutes a nuisance or is hazardous by reason of excessive danger of fire or explosion; 3) dumping, disposal, incineration, or reduction of garbage, sewage, dead animals, or refuse; 4) storage in bulk of used materials; 5) Large vehicles, such as tractor/trailers and 18- wheelers, class A motorhomes or buses, prohibited.
- 7. Creation of utility Easements.** Seller reserves and dedicates a utility easement thirty (30') feet in width inside and adjacent to the Property boundary line and along the entire perimeter of the Property.

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**8. Easements.** Any utility easement that may be reserved in the deed to which these restrictions are attached and the easement created herein shall be for public use for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility across and/or under the Property. Any utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

**9. Garbage and trash Disposal.** Garbage and trash or other refuse accumulated on the Property shall not be permitted to be dumped at any place upon the Property or adjoining land where a nuisance to any residence in this area is or may be created.

**10. Junked Motor Vehicles Prohibited.** The Property shall not be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. Junk of any kind or character, or dilapidated structure or building of any kind or character, shall not be kept on the Property.

**11. Subdividing.** The Property shall not be subdivided into a tract smaller than five (5) acres.

**12. Walls and Fences.** Fencing is allowed along the property line, but subject to potential damage or removal related to use of the easements along the perimeter. Electric fences may be used on interior fences or on the interior side of an exterior fence only. Temporary fences shall be permitted during construction of improvements. All fencing shall be constructed in a neat and orderly fashion.

**13. Discharge of Firearms.** Firearms shall not be discharged within one-hundred (100') feet of the property perimeter boundary line.

### GENERAL PROVISIONS

**14. Term.** The provisions hereof shall run with the Property in perpetuity.

**15. Annexation of Additional Property.** Seller shall have the right, but not the obligation, to annex additional property by reference to be included within these restrictions. Any owner of the original property or of the additional property later annexed, shall have the right to enforce the restrictions as to any other Property included.

**16. Enforcement of Restrictions.** If any person or entity, whether or not lawfully in possession of any portion of the Property, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such a person or entity has title other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for any person or entity, as defined hereinafter, possessing rights with respect to any portion of the Property or a portion of any other property later annexed to these Restrictions or the seller or Seller's successors or assigns, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate

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and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or Entity", as used in the proceeding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any portion of the Property, as well as heirs, devisees, assignees, legal representative and other persons or entities who acquire any of the rights (with respect to real property hereunder) of the owner or purchaser of any portion of the property. NEITHER THE SELLER NOR ANY SUBSEQUENT PURCHASER OR OWNER OF A PORTION OF THE PROPERTY OR PROPERTY ANNEXED SHALL HAVE ANY LIABILITY OF RESPONSIBILITY AT LAW OR IN EQUITY ON ACCOUNT OF THE ENFORCEMENT OF, OR ON ACCOUNT OF THE FAILURE TO ENFORCE, THE RESTRICTIONS. Enforcement is a right but not an obligation.

**17. Severability.** Each of the provisions of the Restrictions shall be deemed independent and severable and the invalidity or unenforceability or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

**18. Liberal Interpretation.** The provisions hereof shall be liberally construed as a whole to effectuate the purpose of the Restrictions.

**19. Successors and Assigns.** The provisions hereof shall be binding upon and inure to the benefit of the owners, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

**20. Effect of Violations on Mortgages.** No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

**21. Terminology.** All personal pronouns used in these Restrictions and all their exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title Sections are for convenience only and neither limit nor amplify the provisions of the Restrictions itself. The terms "herein," "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section in which such term appears.

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