

Exhibit B

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is hereby made, published and declared this the 26th day of July, 2006, by Wright's Mill Partners, (the "Owner").

RECITALS

- A. Owner is the owner and holder of legal title in certain property ("Property") located in Madison County, Tennessee as more particularly described in Exhibit "A" affixed hereto and to be referred to as "Wright's Mill" subdivision ("Subdivision").
- B. Owner desires for the City of Jackson and Jackson Energy Authority to extend sanitary sewer service to the Property and has petitioned the City of Jackson to annex the Property into the City at such time as the City deems just and appropriate.
- C. The Owner believes that it is in the best interest and advantage of the Owner, future property owners of the Property, the City of Jackson and the citizens of the City of Jackson to extend sanitary sewer service to the Owner in consideration of the developer petitioning the City to annex the Property.
- D. The Owner desires to execute and record these restrictive covenants granting to the City of Jackson the right to annex the Property into the City at such time and in such manner as the City deems to be just and appropriate.

NOW THEREFORE, for and in consideration of the premises and of the benefits derived by the Owner and each and every subsequent owner of any lots or portions of lots within the Property or Subdivision, the Owner does hereby set up, establish and declare the following restrictive covenants to apply to the Property, all subdivided lots in the Property, and all persons owning any of the Property or lots within the Property, hereafter:

- 1. **Petition to Annex by Owner.** The Owner has petitioned the City of Jackson to annex the Property and each and every successor in interest, heir, assign and subsequent property owner shall be deemed to have joined in the petition to annex and agrees to be accepted into the City by annexation at such time and in such manner as the City deems just and appropriate. This covenant shall become effective upon recordation. This covenant shall inure to the benefit of the City of Jackson and shall run with the land and be binding on all persons claiming under or through the Owner.
- 2. **Notice on Instruments of Conveyance.** The Owner and all persons claiming under or through the Owner shall cause the Trust Deed Book and Page reference number assigned by the Register's Office for Madison County of these restrictive covenants to be placed on all deeds or other instruments of transfer effecting the Property either in whole or in part.

3. Breach and Enforcement of Restrictive Covenants. A breach or violation of these restrictive covenants shall occur at such time as the Owner and any person claiming under or through the Owner including any subsequent owner of any lots or portions of lots within the Property or Subdivision shall file any Quo Warranto action or complaint at law or in equity to contest any annexation ordinance adopted by the City of Jackson affecting the Property or Subdivision. Upon such breach, the City of Jackson may enforce these restrictive covenants by bringing an action or actions at law or in equity against any person, persons or entity in breach or in violation of these restrictive covenants either to restrain said violation or to recover damages therefor or both.


4. Liquidated Damages and Reimbursement of Fees and Expenses. Upon a breach or violation of these restrictive covenants, the City of Jackson shall be entitled to recover liquidated damages against any person or persons violating these restrictive covenants equal to the sum of all City of Jackson ad valorem property taxes which would be assessed against all or any part of the Property if annexed. Further, the Owner and any and all persons claiming under or through the Owner, including any subsequent owner of any lots or portions of lots within the Property or Subdivision who violates these restrictive covenants, agrees to pay the reasonable attorney fees, costs and expenses incurred by the City in any action defending the reasonableness of any annexation ordinance affecting the Property and in any action occasioned by any breach or violation of these restrictive covenants.

5. Termination of Covenants. These restrictive covenants shall terminate 31 days after the effective date of the annexation ordinance adopted by the City of Jackson extending the city boundaries to include the Property or ten (10) years from the date of these restrictive covenants, whichever occurs first. Further the City of Jackson, in its absolute discretion may terminate these restrictive covenants with such termination to be evidenced by a document signed by the City of Jackson and recorded in the Register's Office for Madison County.

6. Severability. Should any provision of these restrictive covenants be determined to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

OWNER:
Wright's Mill Partners

By: 
Title: Managing Partner

Restrictive Covenants
Page 3 of 3

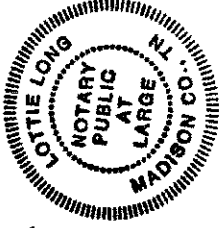
Exhibit B

STATE OF TENNESSEE
COUNTY OF

On this 27th day of July, 2006, before me personally appeared R. Joel McAlexander to me known to be the person(s) described in and who executed the foregoing instrument, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal in said state and county, this the 27th day of July, 2006

Lottie Long



NOTARY PUBLIC

My commission expires: **MY COMMISSION EXPIRES
NOV 19TH 2007**

STATE OF TENNESSEE
COUNTY OF

On this _____ day of _____, 200____, before me personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal in said state and county, this the _____ day of _____, 200____

NOTARY PUBLIC

BK/P6:11793/1956-1958
07005342

3 PGS : N. - RESTRICTIONS	
BARBARA BAYNE: 6528	
03/29/2007 01:20 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
NOTARIAL'S FEE	0.00
TOTAL AMOUNT	17.00
STATE OF TENNESSEE, MADISON COUNTY	

LINDA WALDON
REGISTER OF DEEDS

My commission expires: