

Exhibit "B"

**For attachment to Warranty Deed from
Claude Duffy Martin and Juanita Martin, Trustees of the
Claude Duffy Martin 1988 Revocable Trust
U/T/A dated 7-18-88, Grantor**

covering a tract of land in the Southeast Quarter of
Section 10, Township 16 North, Range 3 West of the
Indian Meridian, Logan County, Oklahoma, set out
in an unrecorded plat of Cimarron Manor, Phase II
more particularly described on attached Warranty Deed

For the purposes set forth in the attached Warranty Deed, the following restrictions are imposed on the real property described in the unrecorded plat of Cimarron Manor, said plat having been given the Grantees, and the restrictions set forth below are imposed on said property, to which in shall be incumbent upon the Grantees, and their successors in interest to adhere:

1. All lots within Cimarron Manor, Phase II, which shall hereinafter be referred to as a subdivision, shall be known and designated as residential building plots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height, and a private garage for not more than three automobiles and other outbuildings incidental to residential use of the plot.
2. All roofs shall be constructed of optional shingles or ceramic tile. The outside wall structure of the ground floor living area of any residence in the platted area shall be at least 75% brick veneer or stone. Exceptions to these provisions may be granted by the building committee only, and all such authorized exceptions shall be in writing.
3. No building shall be erected, placed or altered on any building plot in this subdivision until the building plan, specifications, and plat plan showing the location of such building have been approved in writing as to conformity and harmony of external design and existing structures in the subdivision, and as to location of the building with respect to topography and finished grad elevation by a committee composed of Duffy Martin, Jeff Martin, Marty Colbert and Dale Brown, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to designate a successor. In the event said committee, or its designated representative, fails to approve or disapprove within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from the committee or restore to it any of its powers and duties.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the unrecorded plat. In any event, no building shall be located on any residential plot nearer than 25 feet to the front line, or farther than 75 feet from the front line, or nearer than 25 feet to the rear lot line.

The sum of side yards shall be a minimum of 20% of the frontage of said lot at the front building line, and in no event shall the distance between buildings be less than 10 feet. No dwelling shall be located nearer than 5 feet to a side lot line.

5. There shall be reserved, for the purpose of utilities, a 10 feet utility easement on the front, back, and sides of each lot. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with

the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility authority or utility company is responsible.

6. No business, trade or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. The ground floor area of the main structure, exclusive of one story open porches and garage, shall not be less than 2,000 square feet. Any structure of more than one story shall have not less than 900 square feet in the ground floor area with a combined total of not less than the above square foot requirements.

9. No fences shall be installed on the front of any lot. The only fence shall be on the side and back of the lot, and there will be no fence between the front lot line and the front building set back line.

10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Any dogs must be kept either in owner's home or maintained by an adequate fence so as not to run loose.

11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. No drilling or puncturing of the surface for oil, gas or other mineral or hydrocarbons shall be permitted without the written prior consent of the committee.

13. No commercial vehicles over 2½ tons will be allowed to drive in, or park in, this subdivision, unless said vehicle is used in the construction of a residence in said subdivision and is only being driven or parked temporarily.

14. Lot owners agree to curb and gutter the area in front of their lot the curb and gutters shall be consistent with the curbs and gutters installed by adjoining lot owners, and shall be installed at the location designated by the seller of the property.

15. The road will be maintained by the lot owners in the proportion to the number of lots they may own. The lot owners will be members of a road maintenance committee, which shall meet annually.

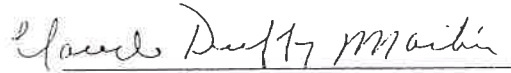
16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 2012, at which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. The owner or owners of any of the lots shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of the restrictions above set forth, and may recover necessary attorney's fees incident to said injunction proceedings in addition to all legal action for damages for failure of any other or owners of any lot or lots shown on this plat to comply with any of the restrictions herein set forth. An invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

18. In the event of any breach of covenants, conditions, reservations or restrictions herein contained, delay or omission on the part of any owners of lots in the Platted Area in exercising any rights, powers or remedies provided for herein, shall not be construed as a waiver thereof or acquiescence therein. No right or action shall accrue, nor shall any action be brought or maintained against the Committee, or any other person, for failure to bring any action by reason of any breach of these covenants, conditions, reservations or restrictions. or for imposing any restrictions which may be later determined as legally unenforceable.

19. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 5th day of FEBRUARY, 2002.



CLAUDE DUFFY MARTIN



JUANITA MARTIN