

EXHIBIT "B"

Grantors, as the fee simple owners of the Property, establishes the following restrictive covenants (the "Restrictions") as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantors and Grantees stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantors, Grantees, and the Affected Property Owners (defined as other purchasers of any part of a 347.91 acre tract owned by Grantors of which the Property is a part), who are affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantees and Grantees' heirs, successors and assigns forever, and inure to the benefit of Grantors, Grantees, Affected Property Owners, and their heirs, successors and assigns forever.

Dedclaration of Covenants, Conditions & Restrictions of Westwick Ranch

- A. The above described property shall be used for single-family residential farm purposes only. No business of any type or character shall be operated thereon.
- B. The dwelling on the above described property shall contain not less than:
 - 1. 2250 sq. ft. single story
 - 2. 2500 sq. ft. two storyof living space, under cover, exclusive of garage. All improvements shall be finished within one (1) year from commencement of construction.
- C. No more than one residence shall be located on premises, unless the express written consent of Grantor is secured.
- D. No outside or pit toilet shall be built, kept or used on said premises. No trash, garbage, or other disposal matter shall be deposited or stored on said premises. Storage shall be contained to a garage or barn.
- E. No trailer, mobile home, manufactured or prefabricated home, tent, shack, garage or barn shall, at anytime, be used as a residence, temporary or permanently, nor shall any structure be used as a residence.
- F. Architectural control: each proposed building shall be approved by the Architectural Committee (i.e.) elevation, square footage, and construction materials mix. All plan, plot plan, general specifications and description of materials shall be submitted and approved, before construction shall commence. The committee is comprised of two persons, Bruce Johnson and Becky Johnson, or alternate person being named by the Committee.
- G. No building shall be set or erected closer than 75 (seventy-five) feet from the property line adjoining the road, nor closer than 75 (seventy-five) feet from any interior property line.

- H. The property conveyed herein shall not be re-subdivided. A subsequent sale, mortgage, or assignment must be of the whole tract and not a portion thereof. The premises conveyed herein are to be used by one family only, consisting of the owner, his or her spouse and children.
- I. LIVESTOCK: defined as horses, cows, pigs, goats and chickens.
No animal of any kind shall be raised, bred or kept on the premises, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for commercial purposes. With the exception of horses or cows with a ratio of one horse and/or one cow per two (2) acres.
- J. FIREARMS: the use of firearms will be limited to small caliber hand guns, shotguns, and/or small caliber rifles (i.e. .22 caliber). The privacy, safety and consideration of adjoining neighbors shall be taken into account when using such firearms.
- K. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time the said covenants shall expire.

Filed for Record in:
 Grimes County
 On: Jan 17, 2006 at 11:46A
 As a **RECORDING**
 Document Number: 00204705
 Amount: 39.00
 Receipt Number - 5467
 By: Tina S Schroeder

STATE OF TEXAS COUNTY OF GRIMES
 I hereby certify that this instrument was
 filed on the date and time stamped hereon by me
 and was duly recorded in the volume and page
 of the named records of:
 Grimes County
 as stamped hereon by me.
 Jan 17, 2006

David Puskut, County Clerk
 Grimes County