

**DECLARATION AND COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
COLT RANCH AND LAND COMPANY II, LLC**

Developer does hereby covenant and provide that all persons holding title to land out of 695.53 acres in Trinity County known as **Colt Ranch and Land Company II, L.L.C.** a rural subdivision in Trinity County, Texas.

1. LAND

Developer is the owner of real property located in Trinity County, Texas (hereinafter called the "Land") as described by metes and bounds and a plat of **Colt Ranch and Land Company II, L.L.C.**, to which reference is herein, made for all purposes.

2. SUBDIVISION

Developer plans to create a residential community by selling the lots for the construction of a single-family dwelling on each lot all pursuant to this Declaration of Restrictions.

3. PURPOSE

The land is encumbered by the covenants, conditions, restrictions, and reservations herein to insure the best and highest use and most appropriate development of the property; to protect the lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with the appropriate locations; to secure and maintain proper setbacks from streets; and, in general to provide for the development of the highest quality to enhance the value of investment made by lot owners

4. RESTRICTIONS ON LOT

A. LAND USE

All lots in subdivision shall be used for residential purposes. No tract may be used for commercial purposes and no visible business may be operated in **Colt Ranch and Land Company II, L.L.C.** except for the specific right of a lot owner to commercially grow timber, and the lot owner to provide for timber land growth, timber land management, and the harvesting of timber on each lot owned by the lot owner. If timber is harvested and sold from land which is being financed by Developer and/or his assigns or subsidiaries, proceeds from the sale of such timber shall be used to pay toward the principle sum owed on said land. Written permission must be obtained from Developer before timber is harvested and sold from land which is being financed by Developer and/or his assigns or subsidiaries.

Buyer's Initials_____

B. BUILDING TYPES

All lots are restricted to the construction of single family residences; provided, however, in all events the lot owner retains the specific right of a lot owner to commercially grow timber, and the lot owner to provide for timber land growth, timber land management, and the harvesting of timber on each lot owned by the lot owner as provided for hereinabove. Only one single family permanent residence may be constructed or placed on any lot. PROVIDED, HOWEVER, that a detached garage, boat shed and/or work shed may be erected on any lot, and can be built in conjunction with a permanent residence and can be built only after the permanent residence is under construction.

C. DWELLING SIZE

All homes must have a minimum of one thousand (1000) square feet of living space. No single wide mobile homes are allowed. All mobile homes must be five (5) years old or newer at the time of placement on the property. All mobile homes must be skirted (within 60 days of placement on the property) with an attractive material, to enhance their appearance.

D. BUILDING TIME

The time allotted for outside structure completion shall be one year.

E. TEMPORARY STRUCTURES

No structure of a temporary character such as a camper, tent, shack, or barn shall be used as a permanent residence. Once a lot owner's home is completely built, owner may have visitors with travel trailers stay on the property for no more than 30 days.

F. BUILDING LOCATION

No structure shall be erected or placed nearer than twenty (20) feet to any property line.

G. DRIVEWAYS

All driveways shall include a culvert if a road ditch must be crossed to access property. The size of the culvert shall meet County specifications as determined by the County Commissioners.

H. PLUMBING AND SEWER SYSTEM

All plumbing must be connected to a septic system approved and permitted by the TEXAS COMMISSION on ENVIRONMENTAL QUALITY (and/or any other governmental health authority having jurisdiction).

I. LIVESTOCK, POULTRY, AND HOUSEHOLD PETS

Dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

J. GARBAGE AND REFUSE

Garbage, trash, or other rubbish of any kind shall not be permitted or allowed to accumulate on any lot, nor shall any lot be used as a junk, storage, or salvage yard.

Buyer's Initials_____

No unlicensed or non running vehicles shall be permitted to remain on any lot for more than 30 days (consecutive or nonconsecutive days).

K. NUISANCE

No obnoxious or offensive activities shall be engaged in or allowed to be performed upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the subdivision. Any activity which is conducted in violation or in opposition to the purpose of these restrictions is prohibited.

L. EASEMENTS

Easements for utilities and drainage are reserved by metes and bounds.

M. GUNS AND FIREARMS

No hunting is allowed on any lot smaller than 10 acres.

N. MINING

No mining operations of any nature shall be carried out within the confines of any lot. No commercial mining of any material will be permitted at any time.

5. ENFORCEMENT

If the owners of any lot, or their heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any of the restrictions and/or covenants set forth in this Declaration, Developer may, or if the Developer shall fail to do so after sixty (60) days written notice from a person owning any lot encumbered by this Declaration, then any such owner may prosecute any proceedings against the person or persons violating or attempting to violate any such restriction and/or covenants. The violation or attempted violation of the restrictions and/or covenants set forth in this Declaration would result in irreparable damage to Developer and other owners of lots in the subdivision, thus the breach of any provision of the Declaration may not only give rise to an action for damages, but also may be enjoined by an action for specific performance in equity in any Court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party prevails, then in addition to the remedies specified above, the violator shall pay Court costs, the enforcing party's reasonable attorney's fees, and other costs associated with enforcing the Declaration.

6. SEVERANCE

In the event any of the foregoing covenants, conditions, restrictions, reservations or charges is held invalid or unenforceable by a Court or competent jurisdiction, it shall not affect the validity and enforceability of the remaining covenants, conditions, restrictions or charges.

7. TERMS OF RESTRICTIONS

The restrictions of this Declaration shall run with and bind the land, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, until May, 2022 at which time said restrictions shall be automatically extended for successive periods of ten years each unless an instrument signed by the then owners of lots representing two-thirds of the votes of **Colt Ranch and Land Company II, L.L.C.** is recorded to change said restrictions in whole or in part.

Buyer's Initials _____

