

THE STATE OF TEXAS, *
 *
COUNTY OF COLORADO. *

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, being the sole owner (herein the "Owner") of that certain tract or parcel of land comprising lots 6, 7, 8, 9 and 10 in Block 33, of the Town of Alleyton, Colorado County, Texas, according to the map or plat thereof, with the intention of conveying said lots separately (herein the "Subdivision"), for the mutual benefit of the owners of each said lot, does hereby resolve and adopt the following Declaration of Covenants, Conditions and Restrictions (herein the "Deed Restrictions"), which shall run with the land, as follows:

1. **Term.** These restrictions shall run with the land and be binding upon all subsequent owners hereof for a term of 30 years, without amendment or change thereto, at which time they shall automatically renew for successive ten (10) year periods unless sooner modified, amended or revoked by a written and recorded instrument for that purpose signed by the then owners of a majority of the lots covered hereby, duly recorded in the deed records of Colorado County, Texas.

2. **Land Use.**
 - (a) The Property shall be used only for single family dwellings and for such accessory buildings as may be reasonably necessary for normal home hobby pursuits as are customary in Colorado County, Texas.
 - (b) No horses, hogs or pea fowl may be kept on the Property under any circumstances. Livestock, including cattle, sheep, goats, chickens and turkeys may only be kept on the property as part of a youth program through a 4-H, FFA or other like school program, and such maintenance must not become a nuisance to neighboring tracts.
 - (c) No alcoholic beverages shall be offered for sale on any lot.

3. **Single Family Dwellings**
 - (a) The lots in the Subdivision are for single family dwellings used for human habitation. Any manufactured home must become a permanent structure complete with water, wastewater and electrical line permanently installed.
 - (b) Only manufactured homes less than 10 years old at the time of permanent location on the property, may be placed on the property.
 - (c) Trailer houses, campers, camper trailers, or motor homes may be placed on the property for temporary use during construction of the Primary Single-Family Dwelling. Temporary is defined as being a period of no more than eighteen (18) months. Recreational vehicles may be stored on the lots but not used to live in. "Live in" shall include any actual use as sleeping quarters for more than a continuous 30 day period, or collectively more than 60 days in any calendar year.

4. Building Construction

- (a) Any building on which construction has begun shall be diligently completed without delay or cessation.
- (b) Sewage disposal systems must meet Colorado County Specifications and Requirements.

5. Firearms

- (a) Firearms shall not be discharged into or through adjoining lots or used in any manner dangerous to humans, animals and wildlife and personal property or in a manner or at such a time as to be unsafe or to create a nuisance. The Property may not be used for a commercial gun range.

6. Toxic or Hazardous Waste Prohibited

- (a) No portion of any lot shall be used for storage or disposal of any toxic or hazardous waste as same may be defined, and, from time to time, re-defined by applicable law or regulation.

7. Signs or Advertising

- (a) No sign of any kind shall be displayed to public view on any lot more than four (4) feet by two (2) feet for identification, sale or rent, only.

- 8. Offensive Activity Prohibited.** 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 a nuisance to the subdivision. Such prohibited activities may include, but are not limited to, the accumulation of garbage, junk vehicles, or parts thereof, junk appliances, trash, rubbish, dilapidated structures or any advertising structure of any kind.

- 9. Commercial Use.** No commercial use of the property is permitted except for home-based businesses (including but not limited to real estate brokers, appraisers, accountants, bookkeepers, tax prep services, photographers, etc.) with an owner being the only individual working from their residence or office.

- 10. Vehicles.** No inoperable vehicles will be stored on any tract within view of any other property.

- 11. Garbage and Refuse.** No garage, trash, or other debris shall be discarded, burned or otherwise disposed of on any tract. All such material will be properly disposed of off-site at a landfill location intended for such materials.

- 12. Obligation of Lot Owners.** It is the obligation of each individual lot owner to familiarize himself or herself with these restrictions and to comply with them.

13. **Severance of Unenforceable Covenant.** In the event any of the hereinabove provided restrictive covenants shall be deemed unenforceable for any reason, such determination shall not be deemed as affecting any other restrictive covenant shall be deemed as having been severed in its entirety from these restrictive covenants as though the same had not been included herein.

14. **Enforcement.** Any owner of any interest in any portion of any lot shall have the authority to enforce any of the restrictive covenants provided for herein by seeking injunctive relief, in addition to any claims for damages, in any State Court exercising subject matter jurisdiction over the matter. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The prevailing party shall be entitled to recover all court costs and attorney fees from the other. 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.

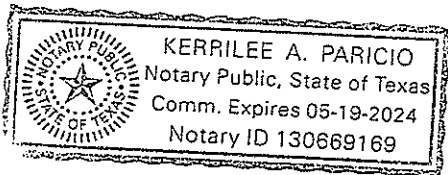
Signed this the 21st day of September, 2021.

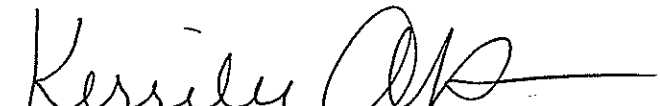

Charles Naumann, Sole Owner

THE STATE OF TEXAS §
 §
COUNTY OF COLORADO §

This instrument was executed and acknowledged before me on this the 21st day of September, 2021, by Charles Naumann.

NOTARY STAMP OR SEAL:




Notary Public, State of Texas