

DECLARATION OF COVENANTS AND RESTRICTIONS

THE STATE OF TEXAS

§

COUNTY OF WHARTON

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This Declaration of Covenants and Restrictions (the "Declaration") is made by Colt Rand and Land Partners I, L.P., a Texas limited partnership ("Declarant"), and is as follows:

RECITALS

A. Declarant is the owner of the property located in Wharton County, Texas, legally described on Exhibit "A" attached hereto, and containing approximately 1250 acres of land (the "Property").

B. Declarant intends to subdivide the Property into separate tracts of land, including one or more recorded subdivisions within individual platted lots (each such tract, whether part of a recorded subdivision or not, being referred to herein as a "Lot", and collectively, the "Lots").

C. Declarant desires to impose certain covenants and restrictions on the Property as herein set forth.

NOW, THEREFORE, it is hereby declared that all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure, to the benefit of each owner thereof, and that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

**ARTICLE ONE
POWER IN DECLARANT**

1.01 Adding and Removing Property Owned by Declarant. Declarant shall at all times have the right to add to or remove from the provisions of this Declaration real property, or to plat or re-plat the boundaries or dimensions of any Lot or other property owned by Declarant, and may increase or decrease or change the size, shape, or dimensions of any Lot or other Property owned by Declarant.

1.02 Development by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of these restrictions.

**ARTICLE TWO
LAND USE CLASSIFICATIONS
PERMITTED USES AND RESTRICTIONS**

2.01 General Restriction. No Lots shall be used for any commercial, industrial, or business purposes. Ancillary commercial activity incidental to another non-prohibited use to which the general public is not invited, which is not visible from adjacent Lots or the adjacent street, and which does not produce traffic of more than five (5) cars per day shall not be considered business purposes.

2.02 Minimum Floor Area. Any structure designed for occupancy on a Lot must have a totally heated and air conditioned floor area of not less than one thousand (1,000) square feet. No single-wide mobile home, manufactured home, or home with a width of sixteen (16) feet or less shall be located on a Lot for any purposes. Any buildings or structures to be constructed on a Lot shall be new construction. Any structure that does not sit flush on the ground or a solid foundation shall be screened and/or skirted so that the area between such structure and the ground or foundation is not visible. Such screening and/or skirting shall be done within ninety (90) days from placement on the property. Temporary housing shall be permitted only during active construction of permanent housing and only for a continuous time period of one (1) year from commencement. Any extension of permission for temporary housing shall be at the sole discretion of the developer. All temporary housing must be able to self contain sewage effluent or be connected to a TCEQ approved OSSF. No sewage effluent shall be permitted to escape containment on the property.

2.03 Setbacks. There shall not be placed on a Lot any building or structure nearer than thirty five (35) feet from the property line adjacent to a street, road, or common driveway, or within fifteen (15) feet from the property line of any abutting Lot. Eaves, steps, sidewalks, and driveways shall not be considered as a part of the structure; provided, however, that this shall not be construed to permit any portion of any building on a Lot to encroach upon another Lot. The preceding setback limitations shall not operate to prohibit or require removal of any buildings or structures existing on the date hereof and which are within such setback lines in whole or part.

Buyer's Initials _____

2.04 Noxious or Offensive Activities Prohibited. None of the Property shall be used for any noxious activity and nothing shall be done or permitted to be done on any of said Property which is a nuisance or might become a nuisance to the Owner or Owners of any of such said Property. Nuisance means any type of conduct, action and non-action which has been declared by statute or ordinance to be a nuisance or any conduct, action, or non-action when taken together is of such concentration and of such duration as may tend to be injurious to, or to interfere with, or to adversely affect human health or the health of wildlife or the reasonable use and enjoyment of the Property.

2.05 Declarant Rights. Notwithstanding anything herein to the contrary, Declarant may allow such structures and facilities as Declarant desires for itself for constructing, selling and improving Lots and the Property, including sales and construction offices and trailers, storage areas, signs, parking areas, portable toilets, portable buildings or sheds, fencing and other items which would make such work more convenient.

2.06 Signs. No signs of any character shall be allowed on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent. Declarant and any other person or entity engaged in the construction and sale of Lots shall have the right, during the construction and sales period, to construct and maintain signs related to such sales and construction.

2.07 Oil Development Prohibited. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

2.08 Rubbish, Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers of the standard type. In no event shall such containers be maintained so as to be visible from neighboring property, except to make the same available for collection on collection days. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

2.09 Animals. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels, veterinary, or breeding operation will be allowed within the Property. All animals shall be contained within the Lot lines by fence. No animal shall be allowed to make an unreasonable amount of noise, to disturb native wildlife, or to become a nuisance.

2.10 Fences, Driveways. No fences shall exceed ten (10) feet in height. All driveways must incorporate a culvert in their design and construction where they cross a drainage ditch.

2.11 Vehicles. No abandoned or inoperable vehicle, or vehicle without a current inspection sticker, registration, or license plates, shall be permitted to remain on any Lot or in front of any Lot, except in an enclosed structure so as to be completely screened from view of the street and adjacent properties. For purposes of this section, an inoperable vehicle is any motor vehicle which for a period of time in excess of seventy-two (72) consecutive hours: (a) has no license plates or has license plates which have been expired for more than sixty (60) days; or (b) has no motor vehicle safety inspection sticker or has a motor vehicle safety inspection sticker which has been expired for more than sixty (60) days; or (c) cannot be started, driven, operated, steered and stopped, legally under the laws of the State of Texas in a public right-of-way, under its own power and without causing damage to the vehicle, because of mechanical failure, breakdown, or because it has been wrecked, dismantled, or partially dismantled. Parking of all vehicles shall be restricted to driveways, garages, and paved areas within a Lot.

2.12 Maintenance of Lawns and Plantings. Each owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot, including setback areas, planted areas between adjacent sidewalks and street curb, if any, and any other area located between the boundary line of his Lot and the street or other property (public or private) on which such owner's Lot abuts, neatly trimmed, properly cultivated, and free of trash, weeds and other unsightly material.

2.13 Restriction on Further Subdivision. No Lot may be further subdivided into two (2) or more smaller lots or parcels. Notwithstanding the foregoing, Lot lines and easements may be altered in the event an owner of two (2) adjacent Lots wishes to dissolve a Lot line in order to increase the size of the building area. Any alterations of Lot lines or easement boundaries must comply with state and local rules and regulations.

2.14 Repair of Structures. All improvements and structures upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the owner thereof.

2.15 Firearms. No firearms shall be discharged on the Property nor will hunting of any type be allowed.

Buyer's Initials _____

2.16 Drainage. Each owner of a Lot agrees for himself, his heirs, legal representatives, assigns or successors-in-interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots; and he will make adequate provisions for the drainage of his Lot in the event it becomes necessary to change the established drainage over his Lot. For the purposes hereof, "established drainage" is defined as the drainage which existed at the time that the Property was acquired by Declarant.

2.17 Declarant's Exemption. Nothing contained herein shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agents of structures, improvements, or signs necessary or convenient to the development, identification, or sale of property.

2.18 Control of Sewage Effluent. All wastewater facilities and equipment must comply with all state and local health laws and regulations, and septic tanks must be installed in accordance with standards approved by Wharton County, Texas, the Texas Commission on Environmental Quality, and any other applicable governmental entity. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried in the streets, adjacent Lots, or into any body of water.

2.19 Water Wells, Water Systems, and Butane and Propane Fuel Tanks. A Lot owner shall have the right to dig and maintain one (1) water well on his Lot. No water well, water system, butane tank, propane tank or fuel storage tank may be kept or located on any Lot unless housed within a permanent structure or completely screened from view by trees or topography from any point outside the Lot. No unsightly or unsanitary water well, water system, butane tank, propane tank, fuel storage tank, structure or condition of any nature will be permitted on any Lot.

ARTICLE THREE
GENERAL PROVISIONS

3.01 Enforcement. Declarant or any owner of a Lot, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, now or hereafter imposed by the provisions of this Declaration. Failure by any person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3.02 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2055, unless amended as herein provided. After December 31, 2055, this Declaration, including all such covenants, conditions and restrictions, shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4ths) of the acreage contained within the Property then subject to this Declaration, provided all signatures thereon shall be dated and no signature may be dated more than ninety (90) days after the earliest dated signature on such instrument.

3.03 Amendment. This Declaration may be amended by the Declarant so long as Declarant owns any of the Property. No amendment by Declarant shall be effective until there has been recorded in the official public records of Wharton County, Texas an instrument executed and acknowledged by Declarant and setting forth the amendment. This Declaration may be amended by the Lot owners by recording in the official public records of Wharton County, Texas an instrument setting forth the amendment and executed and acknowledged by the owners of two-thirds (2/3rds) of the acreage within the Property, provided all signatures thereon shall be dated and no signature may be dated more than ninety (90) days after the earliest dated signature on such instrument.

3.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Texas.

3.05 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Association. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

3.06 Assignment of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

Buyer's Initials _____

3.07 Construction. The provisions of these Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles hereof.

3.08 Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any of the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

3.09 Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

3.10 The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself, itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Property.

3.11 Effect of Violations on Mortgagees. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record, or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

3.12 Character of Declaration. This Declaration is not a conveyance of an interest in real property to the public or any governmental body. The covenants, conditions, declarations, rights, and privileges herein granted shall be perpetual.

3.13 Obligations Run With the Land. The obligations created in this Declaration run with the land described as the "Property" defined above.

EXECUTED on this the 28 day of May, 20 15.

DECLARANT:

Colt Ranch and Land Partners I, L.P., a Texas limited partnership

By: Sandstone Coffey GP, LLC, a Texas limited liability company, its general partner

By: [Signature]
Tim Coffey, Manager

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on May 28 20 16, by Tim Coffey, a Manager of Sandstone Coffey GP, LLC, a Texas limited liability company, the general partner of Colt Ranch and Land Partners I, L.P., on behalf of said partnership and limited liability company.



[Signature]
Notary Public Signature

Buyer's Initials _____

Customer's Printed Name

Customer Signature

Customer's Printed Name

Customer Signature

ACKNOWLEDGEMENT

STATE OF TEXAS }

COUNTY OF LEON }

This instrument was acknowledged before me on the _____ day of _____
20____,by _____, in the capacity therein stated.

Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS }

COUNTY OF LEON }

This instrument was acknowledged before me on the _____ day of _____
20____,by _____, in the capacity therein stated.

Notary Public, State of Texas

Buyer's Initials_____

EXHIBIT "A"
Property Description

1. That certain tract of land containing approximately 984.91 acres in the Seth Ingram Survey No. 12, Abstract No. 33, in Wharton County, Texas, and being described as Tract 1 in the metes and bounds attached hereto.
2. That certain tract of land containing approximately 247.18 acres in the Seth Ingram Survey No. 12, Abstract No. 33, in Wharton County, Texas, and being described as Tract 2 in the metes and bounds description attached hereto.
3. That certain tract of land containing approximately 12.01 acres in the Seth Ingram Survey No. 12, Abstract No. 33, in Wharton County, Texas, which lies entirely within the existing right of way of County Road 100, a Public Road Right of Way, and being described as Tract 4 in the metes and bounds description attached hereto.
4. That certain tract of land containing approximately 6.81 acres in the Seth Ingram Survey No. 12, Abstract No. 33, in Wharton County, Texas, which lies entirely within the existing right of way of Teague Road, a Public Road Right of Way, and being described as Tract 5 in the metes and bounds description attached hereto.

Buyer's Initials_____

TRACT # 1

A DESCRIPTION OF 984.91 ACRES SITUATED IN THE SETH INGRAM SURVEY NUMBER 12, ABSTRACT NUMBER 33, WHARTON COUNTY, TEXAS, BEING OUT OF A CALLED 2058.2634 ACRE TRACT AND A CALLED 1.9733 ACRE TRACT, BOTH CONVEYED TO HIGHLAND MANAGEMENT INC. IN VOLUME 4, PAGE 747, OFFICIAL RECORDS OF WHARTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 1/2 inch iron rod with cap set at the intersection of the east right-of-way line of FM 1301 (100' R.O.W.) and the southeast right-of-way line of County Road 100 (70' R.O.W.), for the west line of said 1.9733 acre tract and for the west corner of the herein described tract;

THENCE with a fence, said southeast right-of-way line of County Road 100, the southeast line of a 12.01 acre tract surveyed this same date as Tract 4, North 45°07'59" East, a distance of 7221.99 feet to a 8" cedar post found at the west corner of a called 2.35 acre tract of land conveyed to DFD Ministries in Volume 709, Page 543, Deed Records of Wharton County, Texas, for a northern corner of the herein described tract;

THENCE with the common line of said 2.35 acre DFD Ministries tract the following two (2) courses and distances:

1) South 45°15' 43" West, a distance of 374.67 feet (called South 45°00'00" West, 374.67 feet) to an 8" cedar post found at the south corner of said 2.35 acres, for a corner of the herein described tract of land;

2) North 44°44' 19" East, a distance of 281.46 feet (called North 45°00'00" East, 274.45 feet) to a calculated point for a corner of the herein described tract of land;

THENCE South 45°13'13" East, a distance of 1765.83 feet (called South 41°54'23" East, 2226.39 feet to cedar fence corner post for the south corner of a called 17.21 acre tract conveyed to Mamie. Gilder in Volume 561, Page 6, Deed Records, Wharton County, Texas and for an interior corner of the herein described tract;

THENCE North 45°09'01" East, a distance of 3297.60 feet, (called North 45° East) to a 1/2 inch iron rod found in the southeast line of a called 48.90 acre tract conveyed to Vernon Stewart in Volume 810, Page 854, Deed Records of Wharton County, Texas, for the west corner of a 6.81 acre tract surveyed this same date as Tract 5 and for the north corner of the herein described tract;

THENCE the common line of said Tract 5 and the herein described tract the following five (5) courses:

1) South 31°06'05" East, a distance of 85.61 feet to a cedar fence post,

2) South 17°37' 52" East, a distance of 99.50 feet to a cedar fence post,

3) South 06°50'24" East, a distance of 2130.89 feet to a cedar fence post,

4) South 00°28'20" East, a distance of 904.01 feet to a cedar fence post,

5) South 41°51'56" West, a distance of 541.96 feet to a 1/2 inch iron rod with cap set in the common line of Matagorda County and Wharton County, for the north corner of a called 45.73 acre tract conveyed to Ken Mattheaus in Volume 487, Page 759, Deed Records of Matagorda County, Texas, at an angle point in the southeast line of said 2058.2634 acre tract and the herein described tract;

THENCE with the common line of Matagorda County and Wharton County and the southeast line of said 2058.2634 acre tract, South 45°03'18" West, a distance of 8700.80 feet, (called South 47°36'36" West, 9243.52 feet) to a 1/2 inch iron rod with cap set in the northwest line of a called 43.85 acre tract conveyed to Jimmie Luthuli in Probate Record 7467, Matagorda County, Texas, for the east corner of a called Tract P, in the Partition of the J. B. Gary Estate as recorded in Slide 2B, Plat Records of Wharton County, Texas and for the south corner of said 2058.2634 acre tract and the herein described tract;

THENCE with an old fence line, the northeast line of said Tract P and the southwest line of said 2058.2634 acre tract, North 44°50'35" West, passing at a distance of 4068.90 feet a 1/2 inch iron rod found for the north corner of said Tract P, the west corner of said 2058.2634 acre tract and for the southeast corner of said 1.9733 acre tract and continuing for a total distance of 4214.81 feet, (called North 42°21'30" West, 4208.38 feet) to a 1/2 inch iron with cap set in said east right-of-way line of FM 1301, for the southwest corner of said 1.9733 acre tract and for an interior corner of the herein described tract;

THENCE with the west line of said 1.9733 acre tract, and said east right-of-way line of FM 1301, North 01°34'49" West, a distance of 636.83 feet (called North 00°10'25" West) to the POINT OF BEGINNING containing 984.91 acres of land.

The BEARING BASIS herein is the southeast line of a 5,412.71 acre tract surveyed this same date as Tract 3 South 45°00'00" West, a distance of 18,186.44 feet (called South 45° West, 18,206.2 feet),

Buyer's Initials _____

TRACT # 2

A DESCRIPTION OF A 247.18 ACRE TRACT OF LAND SITUATED IN THE SETH INGRAM SURVEY NUMBER 12, ABSTRACT # 33, WHARTON COUNTY, TEXAS, BEING OUT OF A CALLED 2058.2634 ACRE TRACT OF LAND CONVEYED TO HIGHLAND MANAGEMENT INC. IN VOLUME 4, PAGE 747, OFFICIAL RECORDS OF WHARTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 3 inch iron pipe found for the intersection of the Brazoria County line, Matagorda County line and the Wharton County line, for the north corner of a called 1568.072 acre tract conveyed to T. N. Hunt in Volume 216, Page 858, Deed Records of Matagorda County, Texas and for an angle point in the southeast line of the herein described tract;

THENCE with the common line of Matagorda County and Wharton County and with the northwest line of said 1568.072 acre tract, South 45°00'38" West, a distance of 4583.99 feet (called South 45° West) to a 1/2 inch iron rod with cap set in a fence line for the south corner of the herein described tract, from which a 1/2 inch iron rod found for the west corner of said 1568.072 acre tract bears South 45°00'38" West, a distance of 63.50 feet (called South 45° West);

THENCE with a fence line and entering into and severing said 2058.2634 acre tract the following seven (7) courses:

- 1) North 41°50'33" West, a distance of 22.45 feet to a cedar fence corner post,
- 2) North 05°17'07" East, a distance of 96.53 feet to a cedar fence corner post,
- 3) North 02°55'53" West, a distance of 985.44 feet to a cedar fence post,
- 4) North 05°52'00" West, a distance of 901.81 feet to a cedar fence post,
- 5) North 07°33'44" West, a distance of 1063.24 feet to a cedar fence post,
- 6) North 17°47'51" West, a distance of 26.43 feet to a cedar fence post,
- 7) North 33°11'14" West, a distance of 191.82 feet to a 1/2 inch iron rod with cap set for the south corner of a called 10 acre tract conveyed to Ida Mills in Volume 601 , Page 441, Official Records of Wharton County, Texas, in the northwest line of said 2058.2634 acre tract and for the west corner of the herein described tract, from which a 1/2 inch iron rod found in the northwest line of said 2058.2634 acre tract bears South 45°37'32" West, a distance of 50.10 feet, (called South 48°10' 19" West);

THENCE North 45°37'32" East, a distance of 4129.75 feet (called South 48°10' 19" West), to a 3 inch iron pipe found in the west line of a called 33.758 acre tract, conveyed to Leonard Wittig Grass Farms, Inc. in Volume 304, Page 256, Official Records of Wharton County, Texas, for the east corner of a called 50.449 acre tract conveyed to Brad Wittig in Volume 410, Page 43 1, Official Records of Wharton County, Texas and for the north corner of the herein described tract;

THENCE with the west line of said 33 .758 acre tract the following two (2) courses:

- 1) South 11°26'22" East, a distance of 2763.37 feet (called South 12°28' 17" East, 2763.03 feet), to a 3 inch iron pipe found,
- 2) South 44°49'42" East, a distance of 223.89 feet (called South 45°47'01" East, 224.29 feet), to a 3 inch iron pipe found in the common county line of Brazoria County and Wharton County, for the south corner of said 33.758 acre tract and for the east corner of the herein described tract;

THENCE with the common county line of Brazoria County and Wharton County, South 45°40'10" West, a distance of 19.80 feet (called South 45° West, 20.0 feet), to the POINT OF BEGINNING containing 247.18 acres of land.

The BEARING BASIS herein is the southeast line of a 5,412.71 acre tract surveyed this same date as Tract 3 South 45°00'00" West, a distance of 18,186.44 feet (called South 45° West, 18,206.2 feet),

Buyer's Initials _____

TRACT # 4

A DESCRIPTION OF 12.01 ACRES SITUATED IN THE SETH INGRAM SURVEY NUMBER 12, ABSTRACT NUMBER 33, WHARTON COUNTY, TEXAS, BEING OUT OF A CALLED 2058.2634 ACRE TRACT AND A CALLED 1.9733 ACRE TRACT, BOTH CONVEYED TO HIGHLAND MANAGEMENT INC. IN VOLUME 4, PAGE 74 7; OFFICIAL RECORDS OF WHARTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 1/2 inch iron rod with cap set at the intersection of the east right-of-way line of FM 1301 (100' R.O.W.) and the northwest right-of-way line of County Road 100 (70' R.O.W.), for the northwest corner of said 1.9733 acre tract, for the south corner of a called 106.926 acre tract conveyed to Wilma King in Volume 425, Page 499, Deed Records of Wharton County, Texas and for the west corner of the herein described tract;

THENCE with a fence, said northwest right-of-way line of County Road 100, and the northwest line of said 2058.2634 acre tract, North 45°07'59" East, a distance of 7437.36 feet (called North 47°41 '22" East, 7448.58 feet) to a 1/2 inch iron rod with cap set in the southeast line of a called 184.1.6 acre tract conveyed to Vernon Stewart in Volume 870, Page 252, Deed Records of Wharton County, Texas and for the north corner of the herein described tract;

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THENCE South 45°13'13" East, a distance of 70.00 feet (called South 41°54'21" East) to a 3/4 inch iron pipe found for the west corner of a called 2.20 acre tract conveyed to Old Bethlehem Church and for the east corner of the herein described tract;

THENCE with the northwest line of a 984.91 acre tract, surveyed this same date as Tract 1, with the southeast right-of-way line of County Road 100 and with a fence, South 45°07'59" West, a distance of 7503.73 feet, to a 1/2 inch iron rod with cap set in the west line of said 1.973 acre tract, in said east right-of-way line of FM 1301 and for the south corner of the herein described tract, and from which a 1/2 inch iron rod with cap set for the southwest corner of said 1.9733 acre tract and in said east right-of-way line of FM 1301 bears South 01°34'49" East, a distance of 636.83 feet (called South 00°10'25" East);

THENCE with the west line of said 1.9733 acre tract, and said east right-of-way line of FM 1301, North 01 °34'49" West, a distance of 96.16 feet (called North 00°10'25" West) to the POINT OF BEGINNING containing 12.01 acres of land.

The BEARING BASIS herein is the southeast line of a 5,412.71 acre tract surveyed this same date as Tract 3 South 45°00'00" West, a distance of 18,186.44 feet (called South 45° West, 18,206.2 feet).

Buyer's Initials_____

TRACT # 5

A DESCRIPTION OF A 6.81 ACRE TRACT SITUATED IN THE SETH INGRAM SURVEY NUMBER 12, ABSTRACT NUMBER 33, WHARTON COUNTY, TEXAS, BEING OUT OF A CALLED 2058.2634 ACRE TRACT CONVEYED TO HIGHLAND MANAGEMENT INC. IN VOLUME 4, PAGE 747, OFFICIAL RECORDS OF WHARTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 1/2 inch iron rod found in the northwest line of said 2058.2634 acre tract, in the southeast line of a called 48.90 acre tract conveyed to Vernon Stewart in Volume 810, Page 584, Deed Records of Wharton County, Texas, for the northwest corner of the herein described tract;

THENCE North 45°37'32" East, a distance of 50.10 feet (called North 48°10' 19" East) to a 1/2 inch iron rod with cap set in the northwest line of said 2058.2634 acre tract, in the southeast line of a called 10 acre tract conveyed to Ida Mills in Volume 601, Page 441 , Official Records of Wharton County, Texas and for the north corner of the herein described tract, from which a 3 inch iron pipe found in the northwest line of said 2058.2634 acre tract bears North 45°37'32" East, a distance of 4129.75 feet (called North 48°10'19" East);

THENCE with a fence line and entering into and severing said 2058.2634 acre tract the following seven (7) courses:

- 1) South 33°11'14" East, a distance of 191.82 feet to a cedar fence corner post,
- 2) South 17°47'51" East, a distance of 26.43 feet to a cedar fence corner post,
- 3) South 07°33'44" East, a distance of 1063.24 feet to a cedar fence post,
- 4) South 05°52'00" East, a distance of 901.81 feet to a cedar fence post,
- 5) South 02°55'53" East, a distance of 985.44 feet to a cedar fence post,
- 6) South 05°17'07" West, a distance of 96.53 feet to a cedar fence post,
- 7) South 41 °50'33" East, a distance of 22.45 feet to a 1/2 inch iron rod with cap set in a fence line, in the northwest line of a called 1568.072 acre tract conveyed to T. N. Hunt in Volume 216, Page 858, Deed Records of Matagorda County, Texas, in the common county line of Matagorda County and Wharton County and for the east corner of the herein described tract, and from which a 3 inch iron pipe found at the intersection of the county lines of Brazoria County, Matagorda County and Wharton County bears North 45°00'38" East, a distance of 4583.99 feet (called North 45° East);

THENCE with the common line of Matagorda County and Wharton County the following two (2) courses:

- 1) South 45°00'38" West, passing at a distance of 63.50 feet a 5/8 inch iron rod found for the west corner of said 1568.072 acre tract and for the north corner of a called 1.34 acre tract conveyed to H. C. Hopkins in Volume 314, Page 795, Deed Records of Matagorda County, Texas and continuing for a total distance of 605.49 feet (called South 45° West), to a 1/2 inch iron rod with cap set,
- 2) North 44°59'22" West, a distance of 50.00 feet (called North 42°12'34" West, 50.00 feet), to 1/2 inch iron rod with cap set for the north corner of a called 45.73 acre tract conveyed to Ken Mattheaus in Volume 487, Page 759, Deed Records of Matagorda County, Texas, for the west corner of the herein described tract, from which a 1/2 inch iron rod with cap set in said common line of Matagorda County and Wharton County, for the south corner of said 2058.2634 acre tract bears South 45°03' 18" West, a distance of 8700.80 feet (called South 45° West);

THENCE entering into and severing said 2058.2634 acre tract the following five (5) courses:

- 1) North 41°51 '56" East, a distance of 541.96 feet to a cedar fence post,
- 2) North 00°28'20" West, a distance of 904.01 feet to a cedar fence post,
- 3) North 06°50'24" West, a distance of 2130.89 feet to a cedar fence post,
- 4) North 17°37'52" West, a distance of 99.50 feet to a cedar fence post,
- 5) North 31°06'05" West, a distance of 85.61 feet to the POINT OF BEGINNING containing 6.81 acres of land.

The BEARING BASIS herein is the southeast line of a 5.412.71 acre tract surveyed this same date as Tract 3 South 45°00'00" West, a distance of 18,186.44 feet (called South 45° West, 18,206.2 feet),

Buyer's Initials _____

LIENHOLDER CONSENT

First Bank and Trust East Texas ("Lender"), is the holder of that certain Promissory Note dated July 6, 2015, in the principal amount of \$3,000,000.00, executed by Colt Ranch and Land Partners I, L.P., a Texas limited partnership, which note is secured by (i) the lien in that certain Real Estate Deed of Trust dated July 6, 2015, recorded in Book _____, Page _____, Official Public Records of Wharton County, Texas; and (ii) the vendor's lien contained in that certain Special Warranty Deed dated July 6, 2015, recorded in Book 992, Page 867, Official Public Records of Wharton County, Texas, against the real property described above; and

Lender is the holder of that certain Promissory Note dated July 6, 2015, in the principal amount of \$1,000,000.00, executed by Colt Ranch and Land Partners I, L.P., a Texas limited partnership, which note is secured by (i) the lien in that certain Real Estate Deed of Trust dated July 6, 2015, recorded in Book _____, Page _____, Official Public Records of Wharton County, Texas; and (ii) the vendor's lien contained in that certain Special Warranty Deed dated July 6, 2015, recorded in Book 992, Page 867, Official Public Records of Wharton County, Texas, against the real property described above; and

By its execution hereof, Lender consents to the recording of this Declaration of Covenants and Restrictions, which will not be extinguished by the foreclosure of any lien assigned to or created by or for the benefit of Lender.

Executed this ____ of _____, 2015.

First Bank and Trust East Texas

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ of _____, 2015, by _____, the _____ of First Bank and Trust East Texas, on behalf of said entity.

Notary Public Signature