

SPECIAL PROVISIONS ADDENDUM

Seller and Buyer amend the contract as follows:

1. The conveyance of the Property from Seller to Buyer shall contain the following restrictions and easement dedications:

Restrictions and Easements:

- a. The property, as described in the deed, shall only be used for single family residential purposes. The term "single family residential purposes" shall be construed to mean the property may only be used as a primary or secondary residence for a single family and shall not be used for any commercial or business purposes.
 - b. The property shall not be used for duplex houses, fourplexes, condominiums, apartment houses, motels, RV parks, or mobile home parks.
 - c. No mobile homes, RVs, or modular homes are allowed on the property.
 - d. Buyers may only build normal houses or Barndominiums that are 1200 SQFT or larger on the property. All buildings and structures must be constructed in accordance with all applicable building codes, zoning regulations, and other laws and regulations.
 - e. There is a 100 ft set back line for building on the property. This means that all buildings and structures must be located at least 100 feet from the property line.
 - f. There is a shared driveway section on the property, as cutout by the survey. The buyer is required to maintain their portion of the shared driveway in good repair and condition and shall not obstruct or interfere with the use of the shared driveway by other property owners.
 - g. No commercial shooting range may be set up on the property.
 - h. No commercial poultry operations are allowed on the property. This includes the raising, breeding, or selling of poultry for commercial purposes.
 - i. The property shall not be used as a dumping ground for rubbish, trash, garbage, or waste material. All waste and refuse must be properly disposed of in accordance with all applicable laws and regulations.
 - j. No junk or wrecking yards shall be located on the property. This includes the storage or accumulation of junk, scrap, or discarded materials.
 - k. No commercial feedlot activity or hog farming is permissible on the property.
 - l. Any attached or detached storage structures, temporary or permanent, must be stored a minimum of 200 feet away from any street-facing property line.
 - m. Up to four (4) single family dwellings are allowed on the property. Any additional dwellings or structures must be approved by Texas Greener Pastures, LLC.
 - n. These deed restrictions shall run with the land and shall be binding upon all subsequent owners and occupants of the property. Texas Greener Pastures, LLC shall have the right to enforce these restrictions and to seek any remedies available at law or in equity for any breach or violation of these restrictions.
2. Seller shall execute and deliver a warranty deed conveying title to the Property to Buyer and showing no additional exceptions. The Warranty Deed conveying the surface estate of the Property will contain the following:

“Except for Grantor’s warranty of title to the Property as set forth in this deed, Grantee, by acceptance of this deed, accepts the Property in its present condition, ‘AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED’. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION (A) THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON; (B) ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (C) ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, SUBSTANCE OR SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R. PART 2261, OR HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1990, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER, AND (D) ANY REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (1) THE PROFITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; (2) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE IMPROVEMENTS, IF ANY, ON THE PROPERTY; (3) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY; AND (4) THE AVAILABILITY OF UTILITIES AND ACCESS OF THE PROPERTY TO PUBLIC ROADS.”

3. If there are any conflicts between the above language and the printed contract form, the terms of this Addendum will control.

SELLER

TEXAS GREENER PASTUERES, LLC, a Texas limited liability company

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

BUYER

Name: _____

Signature _____

Date Signed: _____

Name: _____

Signature _____

Date Signed: _____

