

MMMMMMMM

1. Controlling Provisions. The provisions of this Addendum control over any conflicting provisions in the Contract.

2. Special Warranty Deed. The property will be conveyed by special warranty deed as provided in Section 9 (b) (1) of the Contract. If Purchaser and Seller cannot agree on the form of the special warranty deed, the Contract will terminate and the Earnest Money shall be refunded to Purchaser.

3. Restrictions, Easements, Conditions, Agreements and Covenants. In addition to those restrictions, easements, conditions, agreements and covenants of record, and to the extent the Property is not already subject to the following restrictions, easements, conditions, agreements and covenants of record, the Property will be conveyed subject to the following restrictions, easements, conditions, agreements and covenants of

(a) Restrictions: The Property will be subject to the Declaration of Restrictive Covenants attached hereto as Exhibit "A".

(b) Access Easement: The buyer agrees to provide reasonable surface use and access to Jimco Energy, Inc., or their successors in interest, to access the oil well and associated equipment lying within the Property.

(c) **Grazing Lease:** Buyer agrees to accept the property subject to the current cattle grazing lease between ~~XXXXXX, XXXXX~~ and ~~XXXXXX, XXXXX~~.

The above provisions will be included in the deed and any other applicable conveyancing documents, with appropriate modification of terms as the context requires.

4. Minerals Reservation. The deed will contain the following minerals reservation and waiver of surface rights:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property and a reservation of any right of reverter or reversion to all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from such production or lease. Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

5. **Seller's Attorney.** Seller's attorney is ~~WILLIAM J. COLEMAN, JR., 10000 E. 15TH AVE., SUITE 100, DENVER, CO 80232, (303) 751-1100, FAX (303) 751-1101, WJCOLEMAN@ATTORNEYS.COM~~
~~WILLIAM J. COLEMAN, JR., 10000 E. 15TH AVE., SUITE 100, DENVER, CO 80232, (303) 751-1100, FAX (303) 751-1101, WJCOLEMAN@ATTORNEYS.COM~~

SELLER:

PURCHASER:

Signature
MMMMMMMMMMMMMM
MMMMMMMMMMMMMMMM

Date: 6/2/14 Date: _____

Declaration of Restrictive Covenants

Basic Information

Date: June ____, 2014

Declarant: **MMMMMMMM**

Declarant's Address:

MMMMMMMM
MMMMMMMM
MMMMMMMM

Property: See Exhibit "A" attached hereto and incorporated herein for all purposes.

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means **MMMMMMMM**, and any successor that acquires all of the Property and is named as successor in a recorded document.

"Parcel" means each tract of land subdivided out of the Property and the residue of the Property.

"Owner" means every record Owner of a fee interest in a Parcel.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Parcels.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Parcel (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Property. All Owners and other occupants of the Parcels by their acceptance of their deeds, leases, or occupancy of any Parcel agree that the Property is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Parcel.

3. Each Owner and occupant of a Parcel agrees to comply with this Declaration and agrees that failure to comply may subject him to damages, or injunctive relief.

B. Use and Activities

1. *Permitted Use.* A Parcel may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any dumping of rubbish;
- e. any storage of unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. Any commercial feed operations, including but not limited to swine or hog farms, cattle feed lots, chicken houses or turkey houses;
- h. any commercial or professional activity except reasonable home office use;
- i. the renting of a portion of a Residence or Structure for a term less than six months;
- j. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Parcel;
- k. moving a previously constructed house onto a Parcel;
- l. interfering with a drainage pattern or the natural flow of surface water;

- m. trapping, hunting, gaming, and shooting;
- n. occupying a Structure that does not comply with the construction standards of a Residence;
- o. the subdivision of any tract;
- p. the construction of more than two residences on any one parcel;
- q. the construction of any outdoor toilets.

C. Construction and Maintenance Standards

1. *Parcels*

- a. *Maintenance.* Each Owner must keep the Parcel, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures*

- a. *Maximum Height.* The maximum height of a Residence is two stories.
- b. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1800 square feet.
- c. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 180 days and the Parcel restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 180 days and the Parcel restored to a clean and attractive condition.
- d. *Plumbing.* All habitable structures shall be connected to septic tanks conforming with the Texas State Department of Health, and all Wilson County Texas requirements for septic systems.

D. General Provisions

- 1. *Term.* This Declaration runs with the land and is binding in perpetuity.
- 2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.
- 3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

5. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

[illegible]

STATE OF TEXAS §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on _____, 2014, by
MMMM

Notary Public, State of Texas

After recording, please return to:
MMMMMMMM
 2148 E. 1st St. I
MMMMMMMM
 8900 N. 7th
MMMMMMMM