

ADDENDUM REGARDING CONDITIONS, COVENANTS AND RESTRICTIONS

This Addendum regarding Conditions, Covenants and Restrictions is attached to a Real Estate Contract regarding 14 acres, more or less, being out of that certain 56.407 acres, situated in Blanco County, Texas, and being more particularly described on **Exhibit "B"** attached hereto and incorporated herein for all pertinent purposes. Said 14 acres, more or less, is generally described by that plat attached hereto as **Exhibit "A"** and incorporated herein.

Where there are conflicts in the Real Estate Contract and this Addendum, this Addendum shall control. The restrictions below may be slightly revised to have the language be applicable to a Deed (ex. Buyer – Grantee, Seller – Grantor, etc.) as opposed to an addendum to a real estate contract.

Restrictions

This conveyance is subject however, to the following restrictions, covenants, conditions and reservations, which are a part of the consideration for the execution of the Real Estate Contract, will be included in the Deed and which shall run with and burden the title to the Property hereby conveyed, and shall be binding upon the Grantees, their heirs, executors, administrators, successors and assigns:

1. No mobile home park type of business on the property,
2. No commercial feedlot operations shall be permitted on the property. Also no high density animal or fowl breeding on the property. Livestock, pets and poultry ("animals") shall be permitted provided such animals are sheltered and kept within the boundaries of the tract at all times. Animals used for grazing said Tracts while simultaneously raising young (i.e., cow/calf operation) shall not be considered commercial breeding animals, so long as they are not high density.
3. Swine shall not be kept on the property.
4. Except as otherwise provided below, no commercial or manufacturing activity shall be conducted upon any part of the Property which has the possibility of creating environmental hazard to other Owners of the Property. These use restrictions shall not prevent the growing and processing of various agricultural products or commodities, including by illustration a vineyard and winery, or the raising of livestock, poultry and other animals on a tract.
5. Noxious, offensive, or nuisance activities shall not be permitted on any tract. Garbage or refuse shall not be disposed of or buried on any tract. Unreasonable lights, noise and offensive odor shall be considered nuisances under this provision.

6. Mineral exploration of any type which will damage the surface shall not be permitted on any Tract. Tract owners shall not alter the natural drainage of surface water over and across said tracts which will create concentrated flow on any other tract. If an owner does alter the natural drainage, the owner shall direct the flow to the highway.
7. No junk, abandoned, or inoperable automotive vehicles may be kept, stored or placed on the Property. In the event a business is an automotive repair or restoration shop, towing business or other similar business, this restriction shall not apply. No automotive salvage yards are allowed.
8. No dancehall, nightclub, strip club, similar gentlemen's or ladies' entertainment style club.
9. No bar or other establishment that earns more than 25% of their revenue on the sale of alcohol or liquor shall be allowed on the Property. Convenience stores are not subject to this restriction.
10. No commercial production of water from the Property is allowed.
11. No businesses involved in producing chemicals, dangerous or otherwise.
12. Buyer (Grantee) shall construct at minimum fence using conventional livestock net wire at the rear of the property (along the back lane) within 6 months following the date of the Deed from Grantor. Grantee may also use chain link, stone, or a combination thereof. Owner shall construct at minimum a fence using conventional livestock net wire on the North partition property line.
13. No waste disposal or processing of any kind, including, but not limited to septic and household or commercial garbage.
14. No commercial storage facility of any kind may be constructed on the Property for a period of 3 years following the date of the Deed, including but not limited to open air, covered (fully or partially), fully enclosed, for the purposes of storing vehicles or boats of any kind and personal property (private or commercial).
15. Resubdivision of the Property after conveyance by Seller is prohibited prior to expiration of 5 years.
16. The hunting and harvesting of wild animals or game upon any tract is expressly prohibited. Government trapping however, is permitted, so long as it follows all state and federal guidelines.

17. No firearm shall be discharged on the property unless for the removal of varmints, reptiles and other animals which pose a threat to the person or property of any tract owner. An indoor shooting range or gun shop with an indoor shooting range is not subject to this restriction.

18. Dark sky lighting restrictions shall be followed in all outdoor light fixtures.

These restrictive covenants shall remain in full force and effect until March 1, 2050, at which time they may be extended, renewed, modified or terminated by 100% of the owners of the 56.407 acre tract (however divided) and shall remain in full force and effect for successive terms of ten (10) years each until they are modified or terminated by at least 75% of the owners of the 56.407 acre tract. So long as the Seller owns part of the 56.407 acre tract, the Seller shall have to approve of any revisions or revocations of these restrictions. Prior to March 1, 2050, modifications and revocations shall be only made with 100% of the owners of the 56.407 acre tract.

If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of these restrictions or the application thereof shall not be affected thereby, nor shall any failure of Seller, its successors or assigns to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision. Seller, Seller's successors and assigns and every other person, firm, corporation or other entity hereinafter having any right, title or interest in any tract or parcel of land now owned by Seller which abuts the herein described tract, shall have the right to enforce and to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court cost and necessary attorney's fees.

12913 Round Mountain, LLC, Seller

Nancy N. Jenkins, Manager

Buyer:
