

## EXHIBIT "A"

The Contract is made on the further terms and provisions, which shall be controlling:

### A. Conveyance

Conveyance shall be by Special Warranty Deed, additionally subject to the matters as set forth and provided for in the TREC contract. The deed shall incorporate the AS IS language in the TREC sales contract and the provisions set forth in this paragraph. Seller has made no representation or warranty as to the physical or environmental condition of the Property, its fitness for a particular purpose, and its compliance with applicable laws and regulations. Buyer has agreed to rely solely on Buyer's own inspections in determining to purchase the Property and these terms are a material consideration for the Seller agreeing to convey the Property to Buyer. Seller has recently purchased the property and therefore has little knowledge of the history and condition of the property. Any statements regarding the condition of the property by Seller, if any, are limited to Seller's current actual knowledge and are made without investigation or obligation to investigate by the Seller.

### B. Permitted Uses and Restrictions

1. The property shall be used for single family residential, agricultural and recreational purposes only. The property shall not be used to conduct any commercial business on including but not limited to commercial dog kennels, commercial poultry farms, animal feedlots, gun firing ranges, travel trailer or recreation vehicle parks of any type.

2. No manufactured home, mobile home, modular home, pre-manufactured home and/or industrial-built home shall be placed on the subject property. No trailer, shed, camper, recreational vehicle or tent shall be used as permanent living quarters for any reason. All homes must be built on site and not moved to or assembled on the Property.

3 No dwelling, structure or improvements, whether permanent or temporary other than boundary line fences, may be located within 100 feet of the front, sides and rear property line.

4. Agricultural use is allowed on the property. Cows, horses, sheep and goats, are allowed to be kept at a density consistent with good managerial practices. No pigs or hogs ("Swine") shall be raised, bred, or kept on any tract except where the animal is associated with a child's 4-H or FFA project. A maximum of four (4) swine may be kept for such projects on the property at any one time.

5. The property shall not be used or maintained as a landfill, bury pit or dumping ground. Trash, garbage, rubbish or other waste shall not be kept on the property except in sanitary containers.

6. No obnoxious or offensive activities shall be carried on or allowed on or maintained on the subject property, nor shall anything be done thereon which may be or become a nuisance to adjoining tracts.

7. Water wells must be permitted and drilled in compliance with county and state regulations. The location of water wells shall follow all the setback requirements.

8. Proper fencing around the property to contain animals and pets shall be built within 120 days of closing.

9. No portion of the subject property shall be subdivided to have any tracts containing less than 10 acres.

10. The restrictions shall be incorporated into the Deed and shall run with the land and may be enforced by Grantor and Grantor's successors and assigns by all means allowed by law or in equity. Grantor shall have the right, but not the obligation, to enforce these restrictions.

11. The restrictions herein shall not apply by implication or otherwise to any other property owned by Seller, including without limitation, the balance of the Parent Tract, which is a 699.50 acre tract conveyed from Jerrel W. Parten, et ux to Post Oak Haven Ranch by deed dated January 31, 2020, recorded in Document Number 202099002842 of the Official Records of Guadalupe County, Texas. The Seller reserves the right to convey the balance of the Parent tract with or without restrictions or to convey said property with restrictions that differ from those set forth herein.

### C. Easement

1. Seller reserves a 30' wide utility easement along the western portion of the property boundary which is adjacent to Texas State Hwy #2438 and a 15' wide utility easement along the eastern, western and southern interior boundary lines of the subject property. The purpose of this easement is for electric utility distribution lines, telecommunication lines and public water supply lines to adjoining tracts if needed. This reservation shall be sufficient for utility companies to install, maintain and repair utility lines for adjoining properties.