

any statements made by its agents not contained herein, and this contract shall not be binding on SELLER until same has been confirmed by SELLER, and is not assignable by PURCHASER without the written consent of SELLER.

SELLER reserves the right to deed this property at any time so desired and PURCHASER agrees to execute a Seller-Financed Note and Deed of Trust with the same remaining balance, interest rate and monthly payments as in the Contract For Deed. PURCHASER hereby authorizes PURCHASER'S credit report to be furnished to SELLER. If this Contract For Deed, or a subsequent note, is assigned to a third party by SELLER, PURCHASER agrees to provide current financial information within 15 days of the request for same to the third party to facilitate said transfer. It is understood that all financial information provided by PURCHASER shall be kept in confidence.

SELLER has constructed or intends to construct a graded caliche/gravel covered road (the "Access Road") between the entrance of the development and the above described property adequate in width for single vehicle access. SELLER, by written instrument or by the plat, grants to PURCHASER or PURCHASER's heirs and/or assigns, a non-exclusive easement right to use said Access Road for the purpose of ingress and egress to the property. PURCHASER is hereby notified that caliche or other material may be removed from his property to construct this road. PURCHASER understands that this is a common practice in the construction of this type of road and agrees that he will not be compensated for these activities. Except for the construction of the Access Road, SELLER does not intend to otherwise develop or provide new amenities (including, without limitation, any electric, sewer, water, telephone or other utilities) to the property being purchased by PURCHASER under this Agreement.

PURCHASER is advised that the presence of wetlands, toxic substances including lead-based paint or asbestos and wastes or other environmental hazards or the presence of a threatened or endangered species or its habitat may affect PURCHASER'S intended use of the property. If PURCHASER is concerned about these matters, an addendum either promulgated by the Texas Real Estate Commission or required by the parties should be used.

The terms and conditions of this contract shall survive the closing of this transaction.

PURCHASER agrees to comply with the restrictions and covenants as follows:

### **RESTRICTIONS AND COVENANTS**

The property in the Pecan Springs Ranch, as recorded in the plat records of Coke County, Texas, is subject to the covenants hereby made by the developer, (Seller), to-wit:

1. That these covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under him. Purchaser understands that these restrictions and covenants are filed in the Real Property Records of Coke County, Texas.
2. Hunting of all kinds for all game or other animals, whether on foot or by vehicle, is prohibited on or from roads in Pecan Springs Ranch. That the above property herein shall not be used for commercial or day lease hunting nor any manufacturing purposes. There exists a grazing lease on this property. Purchaser understands that livestock may be present on his land and that sources of water on his land that existed when the property was purchased may be used for said livestock. Purchaser has no obligation to continue this lease and may cancel the lease on his property by constructing fencing that meets local standards and is adequate to keep Lessee's livestock off his property and then giving Lessee 30 days advance notice that he wishes to not participate in the lease. If Purchaser desires to remove or alter any existing fences on his property Lessee shall be notified in advance in order to maintain control of the livestock.
3. That no automobile, truck, trailer, or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.
4. That no structure of any kind (including hunting blinds and/or deer feeders) shall be permitted within 100 feet of any property line.
5. No noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract. No tract shall be maintained or utilized in

a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Coke, if applicable, or any other governmental agency having jurisdiction thereof.

6. Discharge of sewage from an RV, home or cabin on your property is strictly prohibited and illegal unless it is discharged into a permitted septic system (On Site Sewage Facility - OSSF) installed by a licensed installer.

7. Not more than one residence shall be permitted on any tract. No communal residences shall be permitted.

8. That no commercial swine operation shall be permitted.

9. PURCHASER agrees not to impede the flow of water in and to existing water lines, tanks, or troughs that are on his property and grants ingress and egress to persons who need to maintain said improvements and wells which furnish water to the lines, tanks or troughs. Only those Purchasers who own an interest in an existing well shall have the right to use water from said well. Seller will not furnish water to any existing water troughs or tanks.

10. That no tract may be subdivided without the express written consent of the SELLER. This restriction will not prevent the Texas Veteran's Land Board (TVLB) from deeding a tract to a veteran for the purpose of a home site.

11. Coke County will never accept or maintain the roads in Pecan Springs Ranch unless they meet the county standards in effect on the date of acceptance. The roads in the subdivision will be maintained in perpetuity by the owners in the subdivision. In order to maintain the roads in the subdivision PURCHASER hereby authorizes SELLER and/or Assigns to charge each property owner a maintenance fee of \$1.00 per acre, per year, not to exceed \$300.00 to improve and maintain roads and entrance in the Pecan Springs Ranch. Those tracts of land which front exclusively on a state or county maintained road will be charged a maintenance fee of \$.50 per acre, per year, not to exceed \$150.00. Such charge shall not be assessed against SELLER and/or Assigns. Such charge shall be made by direct billing to the property owner. If PURCHASER refuses to make said payments, PURCHASER hereby authorizes SELLER, at SELLER's option, to deduct such charge from payments made by PURCHASER, and any such charge so deducted will not be credited to the payment on the balance due on the purchase price, principal or interest. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date) shall become a lien against the tract being conveyed, permitting SELLER and/or Assigns such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time.

12. SELLER/DEVELOPER shall be responsible for maintaining the subdivision roads in a good and workman like condition with regular maintenance as needed until such time as a Property Owners Association is formed. That at such time as ninety (90) percent of the lots in the subdivision have been sold, the SELLER shall notify each tract owner of the time, date, and a place of a meeting of all tract owners to be held for the purpose of organizing a Property Owner's Association. A majority of the votes of the tract owners in attendance at such meetings or by written proxy shall be sufficient to transact business at such meeting. Each tract owner, including SELLER, attending or represented by written proxy at such meetings shall have one vote for each tract owned by such owner on all business to come before the meeting. Upon the creation and organization of such organization, as non-profit corporation, or otherwise, SELLER shall transfer and assign to the association the current balance of the road improvement and maintenance, if any. Thereafter such association shall have the power, authority and obligation to maintain the roadways of the development, collect the road maintenance assessment and enforce the restrictions filed for Pecan Springs Ranch.

All such assessments upon any tract in the development shall become the personal obligation of the owners of such tract and such association is hereby granted a lien upon each lot to secure the payments of such assessments, permitting said association such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time. It is understood that SELLER, or SELLER'S assigns, shall not be responsible for paying this assessment under any circumstances. In the event a lien has been placed on property to secure the payment of assessments and that property is repossessed or otherwise transferred to SELLER it is understood that all such liens will be released.

13. No deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by the SELLER.

SPECIAL PROVISIONS (if any) None.