

## **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 shall not be used as a dumping ground for rubbish, trash, garbage or waste material.
- b. No junk or wrecking yard shall be located on the Property.
- c. No commercial feed lot activity or hog farming is permissible on the Property.
- d. Single-wide and double-wide manufactured homes are permitted. No manufactured home for which a manufacturer’s certificate of origin was first issued on or before five (5) years prior to the date of installation may be used or located on the Property.
- e. The following is required on all mobile homes, manufactured homes, manufactured housing, and trailer houses:
  - Wheels and axles removed.
  - Tongue removed.
  - Unit anchored as per code.
  - Skirting on entire unit required.
- f. No commercial shooting range may be set up on the Property.
- g. The Texas Veterans Land Board may sever a homesite parcel from this tract. Otherwise, the Property may not be further subdivided without the consent of the Grantor, its successors, or assigns.
- h. The Property shall only be used for single family residential purposes. The term “single family residential purposes” shall be construed to prohibit the use of the Property for duplex houses, fourplexes, condominiums, apartment houses, motels, RV parks and mobile home parks. Only one dwelling is allowed per tract; however, a site-built home with an attached guest house is permitted.
- i. RV’s or travel trailers may not be used as a permanent dwelling on the Property. They can, however, be used as a temporary dwelling for up to twelve (12) months when building a site-built home.
- j. Commercial solar or wind development of the Property is prohibited without the prior written consent of the Grantor.
- k. For any tract or parcel with a boundary or boundaries adjacent to a state highway, county road, farm to market road or other like public thoroughfare, there is hereby dedicated a thirty-five (35) foot building setback line, public utility and drainage easement. For all other boundary lines of a parcel, there is hereby dedicated a fifteen (15) foot building setback line, public utility and drainage easement. There is likewise dedicated a floating easement for the purposes of electric guy wires on this tract or parcel contiguous to the thirty-five (35) foot and fifteen (15) foot easements mentioned above. The easements shall be for the purpose of installation or maintenance of public utilities, including, but not limited to, water, electricity, fiber optic, and telephone and any appurtenance to the supply lines thereof, including the

right to remove and/or trim trees. This Property is subject to easements and restrictions now of record and is subject to any applicable zoning rules and regulations.

2. Seller shall execute and deliver a special warranty deed conveying title to the Property to Buyer and showing no additional exceptions. The Special 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 material part of the consideration for the sale of the real property evidenced by this deed, Grantor and Grantee agree that Grantee hereby stipulates that: **GRANTEE IS TAKING THE PROPERTY “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. GRANTEE FURTHER STIPULATES AND AGREES THAT GRANTEE HAS BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES**

**AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMED NECESSARY AND APPROPRIATE, AND HAS ASSUMED THE RISK OF ANY ADVERSE MATTERS WHICH MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR OTHER THAN THE SPECIFIC INFORMATION CONTAINED IN THE EXPRESS WARRANTIES.”**

3. Concerning Paragraph 8 in the Contract entitled “Brokers and Sales Agents”, Seller or a member of Seller is a licensed Texas Real Estate Broker. Said license holder does not represent Buyer in this transaction and has not provided Buyer with any advice regarding this transaction.
4. The following language is incorporated into Paragraph 9 Subsection B: Buyer shall pay for all closing costs, fees, and expenses of this transaction. Such payment of closing costs, fees, and expenses will not be applied to the Sales Price.
5. Seller shall not furnish Buyer an owner’s policy of title insurance (“Title Policy”). If Buyer desires a Title Policy, Buyer may obtain a Title Policy, at Buyer’s expense, with all associated costs and fees.
6. If there are any conflicts between this Addendum and the printed contract form, the terms of this Addendum will control.

**Buyer:**

\_\_\_\_\_  
Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Buyer:**

\_\_\_\_\_  
Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_, a Texas limited liability company

**By:** \_\_\_\_\_

Name: Chad H. Foster, Jr.

Title: Member

Date Signed: \_\_\_\_\_