

Addendum for Mineral Reservation

Reservation by Grantor herein of an undivided fifty percent (50%) of the interest currently owned by Grantor in and to all of the oil, gas and other minerals, in and under and that may be produced from said land and premises, for a term of twenty (20) years from the date hereof and for so long thereafter as oil, gas and/or associated hydrocarbons are produced therefrom or an oil, gas and mineral lease is held by continuing operations for the production of same, together with all rights incident thereto, save and except any executive leasing rights owned by Grantor in connection therewith, which are hereby expressly conveyed to the Grantees herein in their entirety, but Grantor does reserve the right to receive bonus, delay rentals and royalties on account of the interest reserved herein; there is hereby expressly conveyed to Grantees an undivided fifty percent (50%) of the interest currently owned by Grantor in and to all of the oil, gas and other minerals, in and under and that may be produced from said land and premises, together with all rights incident thereto, and together with all executive leasing rights in connection with said land and premises, such executive leasing rights being hereby expressly conveyed to Grantees in their entirety, subject to the reservation of Grantor of the right to receive bonus, delay rentals and royalties on account of the interest reserved herein; at the expiration of twenty (20) years from the date hereof and for so long thereafter as oil, gas and/or associated hydrocarbons are produced therefrom or an oil, gas and mineral lease is held by continuing operations for the production of same, the reservation described herein shall terminate, and said interest in the oil, gas and other minerals herein reserved by Grantor shall pass to and vest in Grantees, their heirs, successors and assigns;

Restrictive Covenants

The above described property shall be impressed with the following restrictions and covenants running with the title of said land, to wit:

1. No manufactured homes, single wide homes, double wide homes, or the like shall be placed, constructed, erected or stored on the property. Only new construction "on slab foundation" housing, including metal barndominiums, shall ever be built, constructed or utilized on the property.
2. No further subdividing of the property in any manner shall be allowed or permitted.
3. No professional business or commercial activity shall be constructed upon the property except an owner may conduct business activities within a residence so long as: (I) the existence or operation of the business activity is not apparent or detectable by sight. (II) The business activity is consistent with the residential character of the property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of the neighboring properties.
4. The foregoing restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of recording, and shall automatically be extended thereafter for successive periods of ten (10) years; unless the owners of a majority of the acreage area of the 60 acre base tract, hereinafter described, terminate or amend said restrictions, on or before either twenty (20) years from the date of recording, or the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the office of the County Clerk of Fayette County, Texas. The owners of a (3/4) majority of the acreage area of said base tract may release any acreage from any restriction or restrictions at any time. Said 60 acre base tract is the same 60 acre tract as described in deed to Elliott Koehn and wife, Ava Koehn, as recorded in Volume 431, Page 484 Deed Record of Fayette County, Texas.
5. Enforcement of the covenants and restrictions and provisions herein provided shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain and abate any violation or to recover damages.