

## Special Provisions Addendum

Seller:

Buyer:

Property:

This addendum is attached to and made a part of that certain Farm and Ranch Contract between Seller and Buyer concerning the purchase of the Property.

1. The deed conveying the Property will include the following Restrictions. Seller shall be entitled to adapt and include the Restrictions in the deed conveying the Property to Buyer by changing the word "Seller" to "Grantor" and "Buyer" to "Grantee" and with appropriate grammatical modifications, if needed.

**Grantor establishes the following Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (1) the Restrictions touch and concern the Property; (2) privity of estate exists by reason of the ownership of the Property; (3) the Restrictions are reasonable, their purposes being for the common benefit of Grantor and Grantee; and (4) the Restrictions shall remain in full force and effect for a period of five (5) years from the date this Deed is recorded and shall thereafter automatically terminate and be of no further force or effect. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns, and inure to the benefit of Grantor, Grantee, and their successors and assigns.**

**No hunting blinds, feeders, or structures of any kind placed within 50 feet of any property line.**

**No cellular tower or other type of commercial tower shall be erected or placed upon the Property.**

**No mobile, manufactured, or modular homes shall be permitted on the Property unless newer than 10 years old.**

**No portion of the Property shall be used for the operation of an automotive repair shop, whether commercial or non-commercial. This includes, but is not limited to, engine repairs, bodywork, oil changes, or any activity typically associated with vehicle servicing.**

**No portion of the Property shall be used or maintained as a feedlot. For the purposes of this restriction, a 'feedlot' is defined as a confined area or facility where livestock (including but**

not limited to cattle, swine, sheep, or poultry) are gathered for feeding and fattening for commercial production, sale, or slaughter.

No portion of the Property shall be used as a junkyard or for the storage, accumulation, or disposal of junk, scrap, inoperative equipment, inoperative vehicles, or salvage materials.

No commercial hogs or swine shall be kept, raised, or maintained on the Property.

The Property may not be subdivided more than once and must consist of a minimum of 10 acres.

2. Survival. THE TERMS OF THIS SPECIAL PROVISIONS ADDENDUM SHALL SURVIVE THE CLOSING OF THE SALE OF THE PROPERTY.
3. Conflict. In the event of any conflict between the provisions of this Special Provisions Addendum and the Farm and Ranch Contract, the provisions of this Special Provisions Addendum shall control.

Buyer:

Seller:

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