

Exhibit "C"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions is made this ____ day of _____, 202_, ("Declaration") by K & L Texas - Section 17, LLC, an Arizona Limited Liability Company (collectively, the "Declarant").

RECITALS

A. WHEREAS, Declarant is the owner of both legal and equitable title of the following described real property, situated within the County of Gaines, State of Texas, to wit:

The West 1319.00 feet of Section 17, Block A-10, Public School Land, Gaines County, Texas; SAVE & EXCEPT all oil, gas, and other minerals (the "Property").

B. WHEREAS, Declarant desires to impose certain restrictive covenants on the Property.

Now, THEREFORE, this Declaration is herein set forth and Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, restrictions and conditions shall be deemed covenants, restrictions and conditions running with the land and shall be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof, and shall inure to the benefit of each owner thereof.

THIS DECLARATION is designed for the mutual benefit of the future owner of the Property described in this Declaration. Declarant hereby fixes the protective conditions upon and subject to which all lots, parcels, and portions of the Property shall be held, leased, sold, used and conveyed. Each such condition is for the mutual benefit of the Property and each owner thereof, shall run with the land, shall inure to and pass with each lot, parcel of land, or portion thereof in the Property, and shall apply to and bind the owners thereof and their respective successors in interest. Each and every such condition is imposed upon the Property as a mutual, equitable servitude in favor of each and every lot, parcel of land or portion thereof and therein as the dominant tenements, in favor of the Declarant.

1. The property shall be used solely for residential purposes. No portion of the property may be used for any commercial purposes, including but not limited to agricultural crops, manufacturing, trade, business, or other commercial purposes. No obnoxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
2. Mobile homes and barn houses shall be permitted so long as in any given year, said mobile home and/or barn house, as well as any other structure, regardless of size, shall not be more than two years old when placed on the Property. All mobile homes shall be underskirted. All shops and/or storage buildings shall be in good condition and of newer quality.
3. No more than one (1) dwelling, including but not limited to build-on-site, new material move-in, barn house, or mobile homes, may be located upon any given tract

- on the Property. No travel trailer and/or RV park is allowed on any tract on the Property.
4. No noxious or offensive trade or activity, including but not limited to cattle feed lots, slaughter houses, holding pens, arena, drive-in theaters, nightclub, bar, private club, wrecking yards, salvage yards, hog raising or similar type of businesses shall be carried on the Property, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.
 5. Dogs, cats or other household pets may be kept on the Property providing they are not kept, bred, or maintained for any commercial purpose. Up to two (2) horses, two (2) cows, and ten (10) chickens are allowed per tract, provided that such animals are not kept, bred, or maintained for any commercial purpose. No pigs/hogs, goats, sheep, ostriches, emus, and other exotic birds, or reptiles shall be kept or cared for or maintained upon the Property. All pens and stalls for said permitted animals must be situated at the back of the Property farthest from the street. All persons keeping animals on the Property shall be obligated to comply fully with the provisions of the stock laws in force in the State of Texas and to provide good and sufficient fences to meet the requirements of such animals.
 6. No unlicensed or junk vehicles will be permitted to be stored on the Property. Boats that are stored on the Property shall be covered. Any RV stored on the Property shall be in working condition.
 7. No garbage, refuse, junk, trash, or obnoxious or offensive material shall be permitted to accumulate on any tract, and the owner or owners of each tract shall cause the same to be disposed of by and in accordance with accepted sanitary practices. All garbage shall be disposed of in accordance with the regulations of the State of Texas and any of its political subdivisions. No burning of garbage or trash is allowed on Friday, Saturday, or Sunday.
 8. A residence built on the Property shall not be occupied until a septic system is in place and in working order. No individual water supply and no individual sewage disposal system shall be permitted on the above-described Property unless such systems are designed, located and constructed in accordance with requirements and standards of laws of the State of Texas. All individual sewage disposal systems shall be of the septic tank variety. No privy or cesspools shall be permitted to exist on the Property.
 9. Restrictions set forth in this instrument may be amended by duly recording an instrument executed and acknowledged by the then owners of parcels comprising not less than 85 percent of the tracts described hereinabove.
 10. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning one or more tracts out of the Property described hereinabove to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants, and either to prevent him or them from doing so or to recover damages for such violation. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
 11. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.
 12. The covenants, conditions, and restrictions of this declaration shall run with and bind the land.
 13. A white vinyl fence shall be maintained across the front of each parcel in the location where originally installed by Declarant, which shall be located not closer than twenty

(20) feet from the edge of County Roads 306, 308, and/or 347, respectively.

14. Nothing shall be constructed on or stored on each parcel of the Property between the county roadway and the vinyl fence. Said area of each parcel shall be planted to some grass, shall be maintained in a neat and cleanly order and shall be mowed not less than semi-annually. All water generated from the Property (whether for domestic or irrigations purposes) shall be used exclusively on the Property.

Executed this the ____ day of _____, 202__.

K&L-Texas-Section 17, LLC,
an Arizona limited liability company

By: _____
Kelly L. Phelps, Manager

By: _____
Linda C. Phelps, Manager

ACKNOWLEDGMENT

State of Arizona
County of Maricopa

This instrument was acknowledged before me on the ____ day of _____, 202__, by Kelly L. Phelps, as Manager of K & L Texas – Section 17, LLC, an Arizona limited liability company.

Notary Public, State of Arizona

ACKNOWLEDGMENT

State of Arizona
County of Maricopa

This instrument was acknowledged before me on the ____ day of _____, 202__, by Linda C. Phelps, as Manager of K & L Texas – Section 17, LLC, an Arizona limited liability company.

Notary Public, State of Arizona