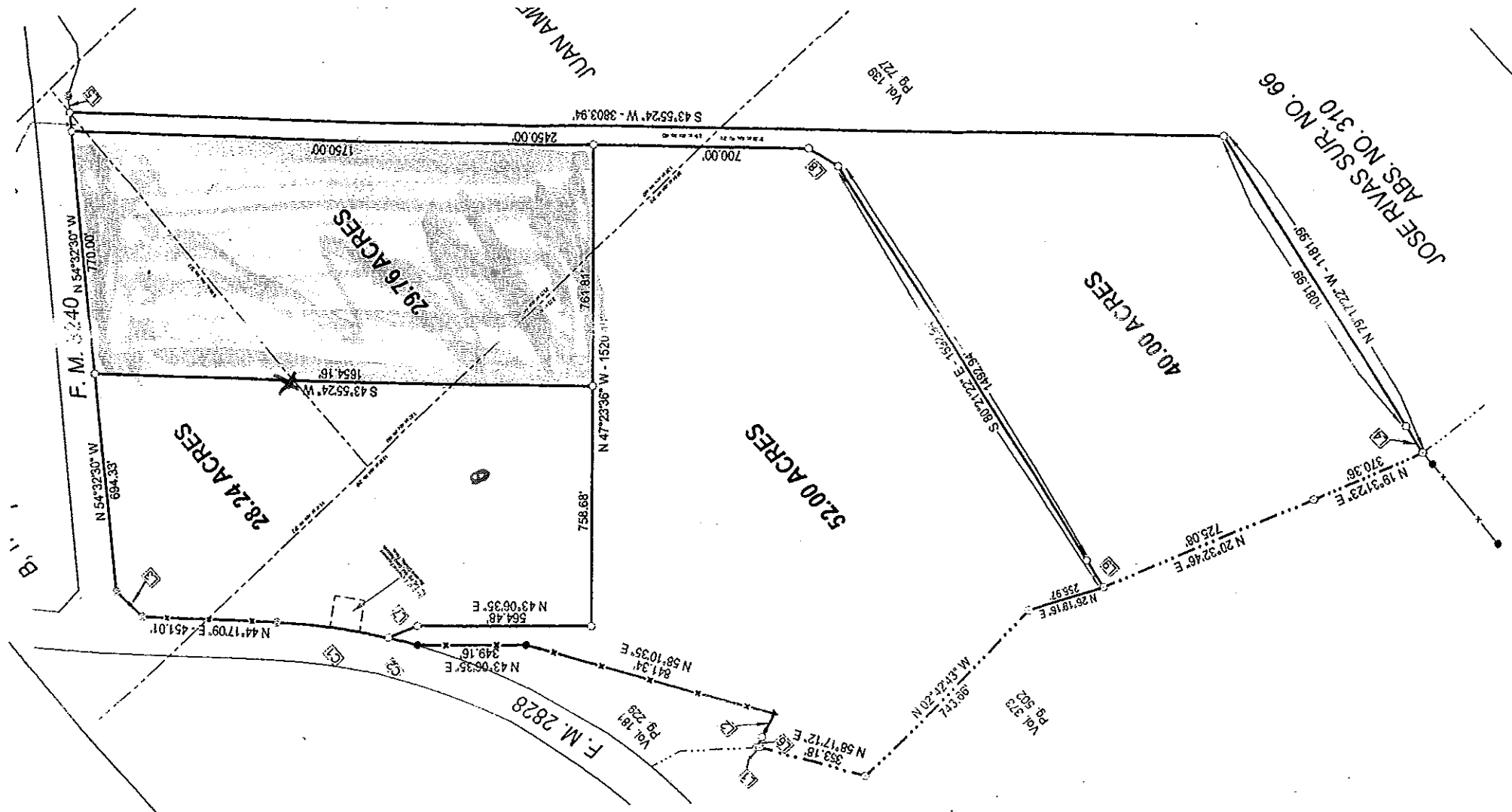




JOSE RIVAS SUR. NO. 66
ABS. NO. 370
N 79°17'22" W - 1181.98'
1081.98'

40.00 ACRES

32.00 ACRES

28.24 ACRES

29.76 ACRES

F.M. 3240

F.M. 2828

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Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this Deed as being assumed or subject to which title is taken; easements, rights-of-way, and prescriptive rights; State and County regulations; any applicable restrictions; all recorded instruments, other than conveyances of the surface fee estate, that affect the Property; taxes for the current year, which Grantee assumes and agrees to pay; and the following restrictive covenants which shall run with the land and bind and inure to the benefit of the parties, their heirs, executors, successors and/or assigns:

1. The Property may not be divided except into a maximum of six (6) tracts containing a minimum of twenty-five (25) acres each. For purposes of determining the minimum tract size, acreage included in a roadway built or to be built to access a tract created by division, and crossing or adjacent to the tract to be created, the portion of the roadway located upon or contiguous to the tract will be included to determine the minimum tract size; and
2. All residences will be of conventional frame construction only. No mobile homes, manufactured housing units (single or double-wide), nor prefabricated homes will be allowed.

These restrictive covenants shall be valid for a period of twenty (20) years from the date hereof, and automatically extended for additional twenty (20) year periods, unless amended or terminated by the mutual agreement of the parties hereto.

Grantor, for the Consideration, receipt of which is acknowledged, and subject to the Reservations From and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and/or assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors and/or assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From Conveyance and the Exceptions to Conveyance and Warranty.

IT IS EXPRESSLY AGREED THAT THE GRANTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE PHYSICAL CONDITION OF THE PREMISES HEREIN CONVEYED. PREMISES ARE CONVEYED IN "AS IS CONDITION", AFTER INSPECTION OF THE PREMISES BY GRANTEE. THIS PROVISION IS PART OF THE CONSIDERATION FOR THE EXECUTION OF THIS WARRANTY DEED BY THE GRANTOR HEREIN AND SUCH WARRANTY DEED WOULD NOT BE EXECUTED BUT FOR THIS PROVISION. THE RECORDATION OF THIS INSTRUMENT BY THE GRANTEE, OR ANYONE ACTING IN HIS BEHALF, CONCLUSIVELY EVIDENCES THE ACCEPTANCE OF THIS CONVEYANCE SUBJECT TO THE PROVISIONS OF THIS PARAGRAPH.

The vendor's lien against and superior title to the Property are retained until the above described note is fully paid according to its terms, at which time this Deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

This instrument may be executed in any number of counterparts with the same effect as if all