

agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

#### **Deed Restrictions**

1. Purchaser shall be entitled to keep domestic animals excepting hogs with a maximum of two head of horses, cattle, goats or sheep in combination per acre of land included in this tract.
2. Purchaser shall be entitled to keep no more than three dogs on this tract.
3. This tract shall not be used for commercial feed lots of any nature.
4. This tract shall contain no mobile homes.
5. Any existing house or structure moved upon this tract must be set on a permanent foundation and must be occupied within four (4) months.
6. Only one single family dwelling will be allowed for each five acres of land in this tract.
7. The sale of water from this tract on a commercial basis is prohibited.
8. No noxious or offensive trade shall be carried on upon any tract or part of the land conveyed hereby or be used for any commercial purposes whatsoever, nor shall anything be done thereon which may become a nuisance to the neighbors. Without limiting the foregoing, the following activities are expressly prohibited:
  - a. No part of the property conveyed hereby shall ever be used for any pipe yard or wrecking yard; no trash or garbage pit shall be permitted on any part of the property sold hereby; and no discarded or junk vehicles of any kind shall be permitted to remain upon the property.
  - b. No part of the property conveyed hereby shall ever be used for a caliche pit.
  - c. Owners of any part of the property conveyed hereby may keep, maintain, and raise for their own personal and non-commercial benefit and use a reasonable number of any kind of domestic pets or animals. Animals kept on property must be within fenced areas of sufficient height to contain them.
  - d. No fighting roosters are allowed on the Property.

**As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and 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.

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

**This instrument was prepared with information supplied by the Grantor and/or the Grantee and no independent title examination has been performed to verify this information. As a result neither West Texas Abstract & Title Company, LLC nor the Law Office of G. Lance Holland, P.C. make any warranties or representations regarding the validity of title to the Property.**