

Provided further that this conveyance is made and accepted subject to the following restrictions affecting the Property:

1. No residence or building used for residential purposes on said tract of land shall ever be constructed or located thereon unless it contains a minimum of one thousand one hundred (1,100) square feet of floor space. No house shall ever be moved on said property to be used as a residence. No trailer house or mobile home shall ever be located on said premises.
2. Said premises shall never be used for the sole purpose of raising cattle, hogs, chickens or other livestock and no feed lot or any other type of livestock production operation requiring the caging of animals shall ever be carried out on such property. There shall never be located more than three (3) head of livestock per acre on the above described tract of land.
3. Said above tract of land and premises shall never be used for the carrying on of any illegal business or for any illegal purposes or for any purposes which would constitute a nuisance in such vicinity.
4. No junk yard or junk cars shall be allowed to remain on any portion of the above described tract of land.

The Restrictions shall be covenants running with the land and shall be binding for a period of twenty-five (25) years from August 13, 1979; and at the end of such period, said restrictions and covenants shall be extended automatically for successive periods of ten (10) years unless by a vote of three-fourths (3/4) majority of the then owners of M & M Subdivision, taken prior to the expiration of said twenty-five (25) year period and filed of record in the Deed Records of Lavaca County, Texas, it is agreed to amend or release same.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee an undivided 1/2 interest in the surface estate only of 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 when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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.

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

0 150 200 250 300 350 400

Area Between Re
And Fence Line
0.0494 Acres.

