

any walls and fences situated on a common boundary, any discrepancies, conflicts, or shortages in area of boundary lines, any encroachments or overlapping of improvements, relating to said Property, to the extent the same are valid and enforceable against said Property, whether of record or not of record in the Office of the County Clerk of Hopkins County, Texas, and, further, this conveyance is expressly made and accepted subject to all visible and apparent easements on, over, or across said Property.

2. The property may be subject to subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership. Grantee shall be responsible for paying any rollback taxes if the same are levied against the property.
3. The above conveyance is made and accepted by the Grantee subject to the following, covenants, conditions and restrictions:
 - a. All residential structures shall have a minimum of 1200 square feet of living area, excluding porches, overhangs, and garages.
 - b. All homes must be built on site of new material and not assembled. All prefabricated homes, including, but not limited to mobile homes and manufactured homes are prohibited on the property for any purpose.
 - c. Owner is allowed to occupy a travel trailer/RV for living purposes (up to but not more than 9 months) while home is being built.
 - d. These covenants are hereby declared to be covenants running with the land and shall be binding upon the Grantee and/or their heirs, executors, administrators, successors and assigns. If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein it shall be lawful for Grantor or any person or persons owning any tract of land and abutting the real estate described above to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restrictions and/or covenants, either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND OTHER CLOSING DOCUMENTS.

Grantor, for the consideration 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 way belonging, to have and hold it to Grantee, Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs