

the pooling or unitization of the Property with other land or the exploration or production of the oil, gas and other minerals by means of activity on land other than the Property but which enter or bottom under the Property. The relinquishment of surface rights by Grantor shall not affect the rights held by a holder of a currently valid and existing lease or the rights and interests held in minerals (including, without limitation, surface access) held by any predecessors in title to Grantor.

### **RESTRICTIVE COVENANTS**

This property is conveyed to Grantee subject to the following land use restrictions which shall be a covenant running with the land from the date hereof:

1. No Mobile Homes
2. No abandoned or junk vehicles shall be placed on the property at any time
3. The property shall not be used or maintained as a dumping ground for rubbish or trash
4. All garbage and other waste shall be kept in sanitary containers
5. 35' building setback lines on all boundaries
6. Construction of a dwelling must be completed within eighteen (18) months of the framing of the foundation.

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, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.