

**Permitted Exceptions**

1. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
2. Standby fees, taxes and assessments by any taxing authority for the year 2018 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years.
3. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
4. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed herein.
5. Volume 337, Page 530, and in Volume \_\_\_\_\_, Page\_\_\_\_ (not yet recorded), Deed Records, Lampasas County, Texas.
6. Mineral and/or royalty interest in and to all coal, lignite, oil, gas, and other minerals; together with all rights incident thereto:
7. Recorded in Volume 337, Page 530, Deed Records, Lampasas County, Texas. Title to said interest has not been researched subsequent to the date of the above referenced instrument and the Company makes no representation as to ownership or holder of such interest(s).
8. Easement recorded in Volume 280, Page 717, Deed Records, Lampasas County, Texas to Hamilton County Electric Cooperative Association for Electric Utility Service
9. Reservation of Perpetual Easement for the purpose of maintaining, repairing, operating, replacing and removing existing electrical lines and related equipment, together with rights of ingress and egress, as reserved in deed to Wayne Hill and Elaine Hill, recorded in Volume 337, Page 530, Deed Records, Lampasas County, Texas.
10. Easement recorded in Volume 467, Page 766, Deed Records, Lampasas County, Texas to Kempner Water Supply Corporation for water pipelines and distribution systems and related facilities
11. Rights of parties existing or which may later exist to the rights of ingress and egress, over and across the subject property, in and to Hilltop Cemetery
12. Rights of the public to any portion of the Land lying within the area commonly known as gravel road
13. Any rights, interest, or claims which may exist or arise by reason of the following matters disclosed by survey dated June 4<sup>th</sup>, 2018; 60' Road Easement as shown, Any and all portion of the subject property lying within the boundaries of the sixty foot (60') roadway easement
14. Utility Easement and Covenant Access recorded in Volume 544, Page 181, Deed Records, Lampasas County, Texas to Hamilton County Electric Cooperative Association for electric utility services.

### Deed Restrictions

The following are restrictions affecting the above described real property and will be included in the deed of conveyance and shall be deemed covenants running with the land, to-wit:

1. There shall be no mobile homes installed on the property. Cabins and Barndominiums are allowed.
2. All perimeter fences erected on any tract shall be of new material and erected in accordance with professional fence building standards regarding quality and appearance.
3. Except for placement of entrance and other gates, fences, roadways, wells, well houses, and septic systems, nothing shall be stored, placed or erected on any tract nearer than 50 feet from any boundary line of such tract.
4. Livestock are allowed, there shall be no commercial livestock feeding operation conducted on the property.
5. Abandoned or inoperative equipment, vehicles or junk shall not be permitted on any tract. Property owners are to keep their respective tract of land clean and neat in appearance and free of litter at all times.
6. Any livestock feeders and/or structures of any kind shall be a minimum of 50 feet from any property line, fence or road and shall not be visible from any public road.
7. Any owner or owners may enforce the restrictions.

New Rumley Ranch, LLC and/or assignee or tenants shall have the right to graze cattle or livestock on any owner's tract until such time as owner has enclosed the owner's tract by fence; and each owner and their respective heirs, successors and assigns by acceptance of title to an interest in a tract, hereby agree to indemnify and hold harmless New Rumley Ranch, LLC (and their respective tenants or assignees), from and against, and hereby waive and release any claims or causes of action such owner may have with respect to any injuries to any persons or any damages to any properties that may be caused by livestock on an owner's tract.