

02436

THE STATE OF TEXAS X  
COUNTY OF WALKER X

KNOW ALL MEN BY THESE PRESENTS:

WARRANTY DEED

That I, ELMORE P. WATSON, of Walker County, Texas, hereinafter called Grantor, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by the Grantees hereinafter named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto M. G. OLIVER AND WIFE, SHIRLEY ANN OLIVER, the Grantees herein, of the County of Walker and State of Texas, except as below stated and subject to the restrictions, covenants, conditions, reservations, stipulations and other matters hereinafter stated or referred to, all that certain tract or parcel of land situated in the I. MCGARY SURVEY, Abstract No. 404, in Walker County, Texas, particularly described as follows, to-wit:

All of Lot 28 in Block 1, of WATSON LAKE ADDITION, Section 2, a subdivision of Walker County, Texas, according to the map or plat thereof recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Deed Records of Walker County, Texas, EXCEPT as follows: There is excepted out of and from the grant and conveyance hereby made all of the oil, gas and other minerals (whether like or unlike) in, on and under the above described tract or parcel of land and it is agreed and understood that this grant and conveyance does not cover or include any of the oil, gas and other minerals (whether like or unlike) in, on and under the above described property, and is made subject to all rights appurtenant or concomitant to the ownership of said oil, gas and other minerals excepted herefrom, and further it is agreed that:

THIS CONVEYANCE IS MADE SUBJECT TO:

1. All easements, buildings set back lines and other matters, shown on the aforesaid map or plat of said subdivision and all

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other easements otherwise appearing of record in Walker County, Texas, and affecting the above described property or any part thereof.

2. The restrictions, easements, covenants, conditions, reservations, stipulations, and other matters set out below to-wit:

- (a) No hunting shall be allowed in said addition, however, the owners of the lots adjoining the National Forrest will be permitted to erect deer stands on the rear of said lots and use them for hunting into the the forrest.
- (b) No boats shall be kept in any of the lakes except by the owners of lots that adjoin said lakes, however, no motor boats of any kind may be used on any of the said lakes.
- (c) No animals or fowls may be kept on said premises other than the ordinary household pets. Such household pets as may be kept must not be allowed to run at large. Horses, however, may be stabled on any of the lying South of Dogwood Drive.
- (d) Said property is restricted to residential use only, and no dwelling, with the exception of mobile homes as below stated, shall be placed thereon with less than EIGHT HUNDRED ( 800 ) square feet of floor space and said dwelling must have no used lumber therein and must not be situated less than twenty (20) feet from the front lot line of said property. No improvements may be placed in any utility easement indicated on the recorded plat.
- (e) Mobile homes will be permitted on any of the lots of said addition provided that said mobile homes are factory built, are at least fifty (50) feet in length and that they be skirted.( 12 Feet Width ).
- (f) No tent, shack or temporary building of any kind may be used for occupancy on said property, and no outside toilets may be placed thereon. Septic tanks and drainage fields must comply with minimum State Health Laws. All detached buildings from the dwelling must be placed to the rear of the front of the dwelling.
- (g) No trade, business, or commercial activity shall be carried on upon said premises.
- (h) No lot or tract shall be used except for residential purposes. The term "residential purposes", as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude all commercial and professional uses whether from homes or otherwise, and all such uses of said property are hereby expressly prohibited.

- (i) No noxious or offensive activity shall be carried on upon any lot or tract nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.
- (j) No lot or tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Garbage and waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- (k) All driveways shall connect to roads over over culvert pipe of ample size to permit adequate flow of water through the road ditches, or if a bridge is used it shall be of sufficient height to permit free flow of water under it.
- (l) If any one of such restrictions shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

3. Grantee and members of his immediate family only shall have fishing privileges in all of the lakes located on Grantor's property on or adjacent to said addition.

4. If Grantees, his or their heirs or assigns, violate or attempt to violate any of the covenants or privileges herein contained, it shall be lawful for Grantor or any person or persons who have or may hereafter purchase any property in said Addition, their heirs or assigns, to prosecute any proceedings at law or in equity against person or persons violating or attempting to violate the same to prevent such violation and to recover damages or other dues for such violation.

TO HAVE AND TO HOLD th said premises, together with all rights, hereditaments and appurtenances thereto belonging unto the said Grantees above named M. G. OLIVER AND WIFE, SHIRLEY ANN OLIVER and their assigns forever. Subject to each and all of the matters above stated, the Grantor herein does hereby bind himself, his heirs, and assigns to WARRANT AND FOREVER DEFEN the title to said property herein conveyed unto the said Grantees above named M. G. OLIVER AND WIFE, SHIRLEY ANN OLIVER, and their assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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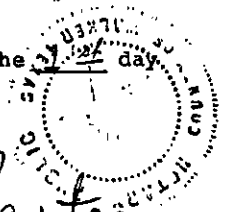
EXECUTED this the 1<sup>st</sup> day of August, 1977.

Elmore P. Watson  
ELMORE P. WATSON

THE STATE OF TEXAS                   X  
COUNTY OF WALKER                   X

BEFORE ME, the undersigned authority, on this day personally appeared ELMORE P. WATSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 1<sup>st</sup> day of August, A. D., 1977,



J. L. Ferguson  
NOTARY PUBLIC IN AND FOR  
WALKER COUNTY, TEXAS

THE STATE OF TEXAS }  
COUNTY OF WALKER }

filed for record in my office on the 16 day of August 1977 and duly recorded by me on the 4<sup>th</sup> day of August, 1977 in Vol. 306 Page 53 of the Deed records of Walker County, Texas.

THIS CERTIFIES that the foregoing instrument was day of August, 1977 and duly recorded by me on the 16 day of August, 1977 in Vol. 306 Page 53 of the Deed records of Walker County, Texas.

J. L. FERGUSON  
County Clerk, Walker County, Texas  
By Connie Welch, Deputy  
WCF No. 111