

DEDICATION AND RESTRICTIONS

04472

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THE STATE OF TEXAS

I

Section 2

COUNTY OF WALKER

I

WHEREAS, ELMORE P. WATSON, hereinafter called "Owner" is the record owner of all the lots, tracts and parcels of land shown upon that certain map or plat of a subdivision known and designated as WATSON LAKE ESTATES, Section two, a subdivision out of the I. McGary Survey, A-404 in Walker County, Texas, according to the map or plat of such subdivision filed for record in the office of the County Clerk of Walker County, Texas. Reference to which map or plat and the said record thereof being hereby made for all purposes;

NOW, THEREFORE, ELMORE P. WATSON, Owner, does hereby dedicate said property in accordance with the dedication appearing upon said map and agrees that the land shown to be subdivided into numbered lots according to said map is held and shall hereafter be conveyed subject to the covenants, conditions, stipulations, and restrictions, as hereinafter set forth.

For the purpose of creating and carrying out of a uniform plan for the improvements and sale of said property in said subdivision, as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted, and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by owner covering the numbered lots set forth on said map, and same shall be considered a part of each such contract, deed and lease, as though fully incorporated therein.

And the restrictions hereinafter set forth shall be and are hereby imposed upon each numbered lot in said subdivision, as shown by said map and as referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of owner, his heirs, administrators, executors, successors and assigns, and all subsequent purchasers of said property, their heirs, administrators, executors, successors and assigns, and each such party, by virtue of accepting a contract, deed or lease covering said property, shall be subject to and bound by such restrictions, covenants and conditions as hereinafter set forth.

1. 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 forrest.

2. No boats shall be kept in any of the lakes except by the owners of lots that adjoin said lakes.

3. 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 lots lying South of Dogwood Drive.

4. 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 six hundred (600) 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.

5. 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.

6. 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.

7. No trade, business, or commercial activity shall be carried on upon said premises.

8. 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.

9. 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.

10. 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.

11. All driveways shall connect to roads 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.

12. 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.

13. Lot owners and members of their immediate family shall have the additional privilege of fishing in all of the lakes located on owner's property on or adjacent to said addition.

14. All of the restrictions and covenants herein set forth shall continue and be binding upon owner, his heirs, administrators, executors, successors or assigns, and upon the purchasers of said lots, for a period of thirty-five (35) years from the date of this instrument; and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that the owners of the legal title to seventy-five percent (75%) of the lots as shown by the records of Walker County, Texas, may release all of the lots hereby restricted from any one or more of said restrictions and covenants, and may release any lot shown on said plat from any restriction or covenant at the end of the first thirty-five

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(35) year periods and thereafter by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filling the same for record in the manner then required for the recording of such instruments.

15. The terms and provisions hereof shall be binding upon owner, his heirs, administrators, executors, successors and assigns, and all persons claiming by, through or under him, and all subsequent purchasers or owners of property in said subdivision, each of whom shall be obligated and bound to observe the same provided, however, that no such person shall be liable, except in respect to breaches committed during his or their ownership of said property.

16. Owner reserves the right and privilege to make minor changes and additions for dedication of easements for the purpose of more efficiently and economically installing improvements.

17. Owner reserves all of the oil, gas and other minerals in, on or under ~~said addition and/or subdivision.~~ Surface Estate Only is to be covered hereby.

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

Executed this the 1 day of May, A.D., 1972.

Elmore P. Watson
ELMORE P. WATSON

THE STATE OF TEXAS |
COUNTY OF WALKER | BEFORE ME, the undersigned, a Notary Public in and for Walker County, Texas, 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 day of May, A.D., 1972.



John L. Lanier
Notary Public in and for Walker County, Texas

THE STATE OF TEXAS, }
COUNTY OF WALKER } I. J. L. FERGUSON, CLERK OF THE COUNTY COURT, CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE THE 27 DAY OF Nov., 1972 AT 10:50 O'CLOCK a M., RECORDED ON THE 1 DAY OF Dec., 1972 AT 8-20 O'CLOCK A M.

BY E. C. Cause DEPUTY

I. J. Ferguson
COUNTY COURT, WALKER COUNTY, TEXAS