

The State of Texas,  
County of ANDERSON

86888

Deed VOL. 867 PAGE 260

Known All Men by These Presents:

That WE, KARL D. HERRINGTON and wife MARY J. HERRINGTON

of the County of ANDERSON State of TEXAS for and in consideration  
of the sum of TEN AND NO/100-----(\$10.00)-----DOLLARS

-----AND OTHER GOOD AND VALUABLE CONSIDERATIONS-----DOLLARS

to us in hand paid by RONALD J. CLARKSTON and wife KATHRYN N. CLARKSTON

as follows:

THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

RONALD J. CLARKSTON and wife, KATHRYN N. CLARKSTON

of the County of ANDERSON State of TEXAS all that certain

LOTS OR PARCELS OF LAND DESCRIBED AS FOLLOWS:

LOTS 10 AND 11 OF LAKESIDE ESTATES, A SUBDIVISION OF A 21.2  
ACRE TRACT OF LAND OUT OF THE JOSEPH FERGUSON SURVEY, A-23 IN  
ANDERSON COUNTY, TEXAS, AS SHOWN BY MAP OF RECORD IN VOLUME 3,  
AT PAGE 30, OF THE MAP RECORDS OF ANDERSON COUNTY, TEXAS, TO  
WHICH REFERENCE IS HEREBY MADE FOR ALL PURPOSES, AND BEING THE  
SAME LOTS AND PARCELS OF LAND AS THOSE DESCRIBED IN A DEED  
FROM KARL D. HERRINGTON et ux TO JAMES W. LADE, SR., et ux,  
DATED MARCH 12, 1969, RECORDED IN VOLUME 759, AT PAGE 123, OF  
THE DEED RECORDS OF ANDERSON COUNTY, TEXAS.

THIS DEED IS MADE SUBJECT TO THE MINERAL RESERVATIONS IN THE  
DEED FROM KARL D. HERRINGTON et ux TO JAMES W. LADE, SR., et ux  
DATED MARCH 12, 1969, RECORDED IN VOLUME 759, AT PAGE 123, OF  
THE DEED RECORDS OF ANDERSON COUNTY, TEXAS.

1. ALL LOTS SHALL BE KNOWN AND USED EXCLUSIVELY FOR RESIDENTIAL PURPOSES.
2. NO LOT SHALL BE RE-SUBDIVIDED AND NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR GARBAGE

- OR OTHER REFUSE. TRASH, GARBAGE, OR OTHER WASTES SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION, AND NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY RESIDENTIAL LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
3. NO MORE THAN ONE SINGLE FAMILY DWELLING, NOT TO EXCEED TWO STORIES, SHALL BE ERECTED, PLACED, OR PERMITTED TO REMAIN ON ANY RESIDENTIAL LOT, AND NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BUS, TENT, SHACK, GARAGE, BARN OR OTHER OUT-BUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. EXTERIOR FINISH SHALL BE SEVENTY-FIVE (75) PERCENT MASONRY OR BETTER, UNLESS OTHERWISE APPROVED BY ARCHITECTURAL COMMITTEE.
  4. NO RESIDENCE SHALL BE LOCATED ON ANY LOT NEARER THAN TWENTY-FIVE (25) FEET TO THE FRONT LOT LINE NOR NEARER THAN SIX (6) FEET TO THE SIDE OR BACK LOT LINE OF ANY LOT AND NO OUTBUILDING SHALL BE CONSTRUCTED NEARER THAN FORTY (40) FEET TO THE FRONT LOT LINE NOR NEARER THAN SIX (6) FEET TO THE SIDE OR BACK LOT LINE. IN THE EVENT OF COMMON OWNERSHIP OF MORE THAN ONE LOT AND THE CONSTRUCTION OF ONE BUILDING ON MORE THAN ONE LOT, THE COMBINED AREA OWNED SHALL BE CONSIDERED AS ONE LOT FOR THESE PURPOSES.
  5. NO RESIDENCE OF LESS THAN EIGHT HUNDRED (800) SQUARE FEET OF LIVING AREA, EXCLUDING PORCH AREA AND GARAGE, SHALL BE ERECTED OR CONSTRUCTED ON ANY LOT. NO CONCRETE BLOCK CONSTRUCTION SHALL BE PERMITTED ON ANY LOT.
  6. BUILDINGS SHALL BE NEAT IN APPEARANCE, AND NO BUILDING OR STRUCTURE SHALL BE CONSTRUCTED OR ERECTED ON THE PREMISES THAT SHALL BE CONSIDERED DETRIMENTAL TO THE DEVELOPMENT. WOOD EXTERIORS SHALL BE STAINED OR PAINTED WITH TWO COATS OF PAINT OR STAIN AND ALL RESIDENCES MUST BE COMPLETED ON THE EXTERIOR WITHIN ONE HUNDRED AND TWENTY (120) DAYS FROM THE BEGINNING DATE OF CONSTRUCTION. ALL HOUSE PLANS SHALL BE APPROVED BY A MAJORITY OF THE ARCHITECTURAL COMMITTEE COMPOSED OF K. D. HERRINGTON, HUGH PALMER, DON FITZGERALD. IF FOR ANY REASON A MEMBER, OR MEMBERS, OF SAID COMMITTEE BECOMES UNABLE TO FUNCTION, THEN A REPLACEMENT MEMBER, OR MEMBERS, SHALL BE SELECTED FROM THE LOT OWNERS IN SAID SUBDIVISION IMMEDIATELY BY THE REMAINING MEMBERS, OR MEMBER.
  7. ALL CONTRACTORS MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE. ALL STRUCTURES SHALL BE NEW CONSTRUCTION USING NEW MATERIAL.
  8. NO OUTDOOR TOILET SHALL BE ERECTED, PLACED OR PERMITTED TO REMAIN ON ANY LOT. ALL INDIVIDUAL SEWAGE DISPOSAL SYSTEMS SHALL BE LOCATED, CONSTRUCTED, AND EQUIPPED IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS WHICH ARE SUBSTANTIALLY EQUAL TO OR EXCEED THE MINIMUM REQUIREMENTS FOR SUCH SYSTEMS AS RECOMMENDED BY THE STATE HEALTH DEPARTMENT.
  9. NO SIGN SHALL BE ERECTED, PLACED OR PERMITTED TO REMAIN ON ANY RESIDENTIAL LOT, EXCEPT HOWEVER, A STANDARD REAL ESTATE FOR SALE SIGN NOT TO EXCEED SIXTEEN (16) INCHES BY TWENTY-FOUR (24) INCHES MAY BE ERECTED.
  10. NO ANIMALS EXCEPT HOUSEHOLD PETS SHALL BE KEPT OR MAINTAINED ON ANY LOT.
  11. THE OWNER OF EACH LOT SHALL KEEP THE SAME CLEAN AND FREE OF WEEDS AND DEBRIS SUCH AS WILL BE IN KEEPING WITH THE OTHER PROPERTY AND THE COMMUNITY AT ANY PARTICULAR TIME. UPON FAILURE TO DO THIS,

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K. D. HERRINGTON OR HIS SUCCESSORS OR ASSIGNS MAY HAVE THE LOT CLEANED AND THE COST OF EXPENSE THEREOF SHALL BE PAYABLE BY OWNER OF SAID LOT TO K. D. HERRINGTON OR HIS SUCCESSORS OR ASSIGNS.

- 12. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES CLAIMING UNDER THEM AND SHALL NOT BE ALTERED, CHANGED, AMENDED OR REVOKED IN WHOLE OR IN PART, EXCEPT, HOWEVER, THEY MAY BE CHANGED, ALTERED, AMENDED OR REVOKED IN WHOLE OR IN PART BY PETITION OF THE OWNERS OF AT LEAST SIXTY (60) PERCENT OF THE RESIDENTIAL LOTS.
- 13. ENFORCEMENT OF THESE COVENANTS SHALL BE A PROCEEDING AT LAW OR IN EQUITY AGAINST ANY PERSON, OR PERSONS, VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES FROM THE VIOLATIONS.
- 14. INVALIDATION OF ANY ONE OF THESE COVENANTS BY A JUDGMENT, OR COURT ORDER, SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS OR COVENANTS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
- 15. THE SELLER RETAINS AN EASEMENT FIVE (5) FEET BY FIVE (5) FEET SQUARE ALONG THE PERIMETER OF THE LOT TO BE USED FOR PURPOSES OF THE UTILITIES. EXACT LOCATION TO BE DECIDED BY THE UTILITY COMPANY.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

RONALD J. CLARKSTON and wife KATHRYN N. CLARKSTON, their

heirs and assigns forever and we do hereby bind OURSELVES, OUR

heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

RONALD J. CLARKSTON and wife, KATHRYN N. CLARKSTON, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at FRANKSTON, TEXAS

this 8 day of September, 19 77.

*Karl D. Herrington*  
KARL D. HERRINGTON

Witness at request of Grantor:  
*Cornie B. Lake*  
*Mary J. Herrington*  
MARY J. HERRINGTON

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF ANDERSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to  
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 8 day of September, A. D. 1977

(L. S.)

Notary Public in and for ANDERSON

County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name  
me that he executed the same for the purposes and consideration therein expressed.

subscribed to the foregoing instrument, and acknowledged to

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this the day of A. D. 19

(L. S.)

Notary Public in and for

County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said  
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein  
expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this the day of A. D. 19

(L. S.)

Notary Public in and for

County, Texas

THE STATE OF TEXAS, }  
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for  
record in my office on the day of  
and was duly recorded by me on the day of  
in Vol. , page , of the Records of said County.  
M., A. D. 19 at o'clock A. D. 19

WITNESS MY HAND and the Seal of the County Court of said County, at my office in  
the day and year last above written.

(L. S.)

County Clerk

County, Texas

By....., Deputy.

FILED FOR RECORD AT 11:20 O'CLOCK A. M. 9-14 1977 STANLEY WALTON  
CLERK COUNTY COURT, ANDERSON CO., TEXAS BY *Stanley Walton* Deputy

86888  
125  
9.00

**Warranty Bond**

FROM

TO

FILED FOR RECORD

This.....day of....., A.D. 19.....

at.....o'clock.....M.

.....  
County Clerk

By.....  
Deputy

RECORDED

....., A. D. 19.....

In.....County Records

In Book....., on Page.....

.....  
County Clerk

By.....  
Deputy

Recording Fee \$.....

This instrument should be filed immediately with  
the County Clerk for Record.

Ronald J. Claborn

The Odce Company, Publishers, Dallas

Rt. 1, Box 8, Karpisville, Mo.  
3-10-19-1914