

THE STATE OF TEXAS, }
COUNTY OF..... DENTON..... }

3809

Know All Men By These Presents:

That I, ROBERT WELDON KNIGHT, a married man, not joined herein by my wife, inasmuch as the hereinafter described property constitutes no part of my homestead,

of the County of Denton, State of Texas for and in consideration of the sum of

-----TEN AND NO/100ths----- DOLLARS,
and other good and valuable consideration,

to me paid, and secured to be paid, by WESLEY LEON UPCHURCH and wife, ~~XXXXXXXXXX~~ BETTY S. UPCHURCH, the receipt of which is hereby fully acknowledged, and the further consideration of the execution and delivery by grantees herein of their certain promissory vendor's lien note payable to grantor, in the principal sum of \$17,000.00, payable in equal annual installments of \$1,133.33 each, plus accrued interest at the rate of 7% per annum, the first installment being due and payable on or before April 15, 1970, and annually thereafter for a period of 7-1/2 years, at which time the balance of principal and accrued interest will be due and payable, said note containing the usual default and attorney's fee clauses, and being additionally secured by deed of trust of even date herewith, from the grantees herein to Fred H. Minor, Trustee, for the use and benefit of the payee or other holder of said note,

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

Wesley Leon Upchurch and wife, Betty S. Upchurch,

of the County of Denton, State of Texas, all that certain tract or parcel of land situated in the William Blalock Survey, Abst. No. 44, Denton County, Texas, and being part of a certain tract conveyed by Mrs. Ella White to Roy S. Stocks on December 7, 1933, and recorded in Volume 246, page 84, Deed Records of said county, this tract being described for convenience in identification as Tract "I", and being more particularly described as follows:

BEGINNING at a steel pin on the south right of way of F-M Road 407, at a point south 87 deg. 08' east 53.0 feet and south 88 deg. 38' east 1246.51 feet from the existing northwest corner of said Stocks tract;

THENCE South 88 deg. 38' east with said right of way 650.36 feet to a steel pin at the northwest corner of a 41.931 acre tract off the east end of said Stocks tract;

THENCE South 1 deg. 32' west with the west line of said 41.931 acre tract 669.78 feet to a steel pin;

THENCE North 88 deg. 38' west 650.36 feet to a steel pin;

THENCE North 1 deg. 32' east 669.78 feet to the place of beginning, containing in all 10.00 acres of land, there being a 25 foot wide access and utility easement along the entire west line of this tract.

Grantor does reserve unto himself, his heirs and assigns, a right of way easement over and across a certain tract described in a Deed from Roy S. Stocks to Robert Weldon Knight, dated September 19, 1968, recorded in Volume 572, page 246, Deed Records of Denton County, Texas.

→ This conveyance is subject to the following building and use restrictions:

1. Land Use and Building Type. No structure shall be erected, altered or permitted other than single family dwellings and necessary outbuildings typical for single family use.
2. Dwelling Size. The floor area of the main structure exclusive of open porches and garages, or breezeways shall be not less than 1600 square feet.
3. Building Location. No building shall be located, erected or altered on any tract nearer to the street than 25 feet, and no building shall be located nearer than 15 feet to an interior tract line.
4. Subdividing. In the event that the tracts shall be subdivided into lots, then in such event each of such lots shall contain not less than two (2) acres of land.
5. Temporary Structure. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time for a residence either temporarily or permanently.
6. Nuisances. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the area.
7. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any tract or lot, except that dogs, cats, horses, ponies, cattle and household pets, may be kept provided that they are not kept, bred, or maintained principally for commercial purposes.
8. Sewage Disposal. All sanitary sewage shall be disposed of by water carriage system and septic tank and underground disposal system constructed in conformance with the recommendations of the Texas Department of Public Health. All outside toilets or privies or other type pit toilets are expressly prohibited.
9. Garbage and Refuse Disposal. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in covered sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. Transport Vehicles. No tract or street shall be used as a place to repair a motor vehicle and no dismantled vehicles shall be kept or parked on any tract or on any street.
11. Re-Location of Buildings. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a tract and remodeling or converting same into a dwelling unit or barn. It is further provided that any structure or building commenced or started must be completed insofar as the exterior finish is concerned within 8 months from the date of commencement of construction.

12. These covenants are to run with the land and shall be binding on all parties claiming under them until January 1, 1978, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of residential lots it is agreed to change said covenants in whole or in part.

13. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in the subdivision, to prosecute any proceedings at law, or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing, or to receive damages or other dues for such violation.

14. Invalidation of one of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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 Wesley Leon Upchurch and wife Betty S. Upchurch, their

heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said Wesley Leon Upchurch and wife, Betty S. Upchurch, their

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

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

Witness my hand at Denton, Texas this 10th day of April, A.D. 19 69.

Witnesses at Request of Grantor:

Robert Weldon Knight
(Robert Weldon Knight)

THE STATE OF TEXAS, }
COUNTY OF DENTON

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared Robert Weldon Knight,

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 10th day of April, A.D. 19 69.

(L.S.)

Jammie Thompson

Notary Public, Denton County, Texas

My Commission Expires June 1, 19 69.

FILED FOR RECORD: 10 day of April A.D. 1969 at 4:05 o'clock P.M.
RECORDED: 15 day of April A.D. 1969 at 4:20 o'clock P.M.
BY C. Herrick DEPUTY THETA PARKER, CLERK COUNTY COURT
Denton County, Texas