

**Reservations and Restrictions****THE STATE OF TEXAS****COUNTY OF WALKER****KNOWN ALL MEN BY THESE PRESENTS:**

Gene and wife, Gretchen Browning (hereinafter called the "Declarant") is the owner in fee simple of 122+/-acres in the William B. Burditt Survey, A-8, the Phillips Yoas Survey, A-619 and the Joseph Gillespie Survey a-233 Walker County Texas, (the "Real Property") and being described on Exhibit "A" attached, 122 acres of Living Waters Subdivision.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Real Property, Declarants hereby declare that all the Real Property and each part thereof, shall be held, sold and conveyed only subject to the following reservations, easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in any lot constituting a part of the Real Property or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Real Property is subject to Easement Agreement filed in Walker County, March 1996, Volume#\_\_\_\_\_, Page#\_\_\_\_\_.

2. No mobile home shall be used on the tract at any time as a residence.

3. No swine or fowl may be kept upon the property in commercial quantities.

4. Should any portion of this instrument for any reason be declared invalid, such decision shall not affect the validity of the remaining portion, which remaining portion shall remain in full force and effect as if this instrument had been executed with the invalid portion thereof eliminated.

5. No violation of the provisions herein contained, or any portion thereof, shall affect the liens created by any mortgage, deed of trust or other instrument presently of record or hereinafter placed of record or otherwise affect the rights of any person holding under the same; and the liens created by any of such instruments may, nevertheless, be enforced in accordance with its terms; provided, however, that the provisions hereof shall be binding on any owner whose title is acquired by judicial or other foreclosure, by trustee's sale or by other means.

6. Any resubdivision of the tract will be governed by Walker County Planning & Development office.

7. This tract will be serviced by an appropriate aerobic septic system, as required by Walker County Planning & Development. No outside toilets shall be permitted upon the tract within the Real Property nor shall any device for disposal of sewage be permitted which will result in raw, untreated or unsanitary sewage being emitted upon any portion of the Real Property or into any stream, creek or other body of water. Drainage of septic tanks to roads, or any drainage area either directly or indirectly is strictly prohibited.

8. All of the provisions contained in this instrument shall be covenants running with the land thereby affected. The provisions of this instrument shall be binding upon and inure to the benefit of the owners of the land affected.

9. The pronouns used in this instrument are the masculine gender but shall be construed as feminine or neuter as the occasion may require

**EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2008**

\_\_\_\_\_  
**Gene Browning**

\_\_\_\_\_  
**Gretchen Browning**

**THE STATE OF TEXAS**

**COUNTY OF WALKER**

**BEFORE ME**, the undersigned authority on this day personally appeared Gene Browning and Gretchen Browning, 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 purpose and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_day**  
of \_\_\_\_\_, 2008.

\_\_\_\_\_  
**Notary Public**