

Lookout Point

THE STATE OF TEXAS

THE COUNTY OF LIVE OAK

CARMEL HILLS LAND COMPANY, herein called declarant, is the owner in fee simple of certain real property located in Live Oak County, Texas, and known by official plat designation as CARMEL HILLS SUBDIVISION, Lookout Point Section a subdivision pursuant to a plat recorded in the Plat Records of Live Oak County, Texas in Volume 3, Page(s) 93, for the purposes of enhancing and protecting the usefulness of the lots or tracts constituting such subdivision. Declarant hereby declares that all of the real property described in said plat, and each part thereof, should be held, sold and conveyed only to the following easements, covenants, conditions, and restrictions, which shall constitute and covenant running with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit thereof. These restrictions are a continuation of restrictions referred to in a Judgement dated August 5, 1974 rendered in Cause No. 4926, styled Carroll G. Miller v. Carmel Development Company, et al, in the 36th Judicial Court of Live Oak County, Texas. Said restrictions pertain to Block "B" of the Carmel Hills Estates Unit 1, executed by Carmel Hills Development Company and recorded in Vol. 184, page 465, Deed Records of Live Oak County, Texas.

400 113

RESTRICTIONS - CARMEL HILLS SUBDIVISION

EXHIBIT "A"

It is mutually agreed by and between the parties hereto that the property herein described is subject to the following applicable restrictions, covenants and reservations, which shall be binding on the parties hereto and all persons claiming under them, to-wit:

1. All tracts shall be used solely for residential purposes. No activity shall be conducted on any of these tracts which is noxious or harmful by reason of emission of odor, dust, smoke, gas fumes, noise or vibration; and provided further that the Grantor expressly reserves the right until January 1, 1989 to amend or revise these restrictions in whole or in part, including the right to vary the use of any property notwithstanding the restrictions, should Grantor in its sole judgement deem it in the best interests of the subdivision to grant such variance or variances. No variance will be granted without the approval of the Carmel Hills Development Committee. The granting of any such variance by the Grantor shall be specifically stated in both the Contract of Sale and the Grantor's Deed conveying said tract or tracts. These restrictions, together with any amendments or revisions applicable thereto, will be filed for record in the Office of the County Clerk of Live Oak County, Texas, on or before January 1, 1989.

2. No tract may be subdivided unless written approval is given by the Grantor, its assignees, successors or designees.

3. No building other than a single-family residence containing not less than 800 square feet, exclusive of open porches, breezeways, carports, and garages, shall be moved onto, erected, or constructed on any residential tract in CARMEL HILLS

VOL 400
PAGE 114

SUBDIVISION, Lookout Point Section, and no garage may be erected except simultaneously with or subsequent to erection of residence. All building must be completed not later than six (6) months after laying of foundations. No structures of any kind may be moved onto the property, except that modern factory built homes with composition shingled roofs and hardboard siding or other suitable materials, approved in writing by the Grantor, its nominees or designees will be permitted and any manufactured home moved onto the property must have axles, wheels and towing devices removed. All residences must be completely enclosed from the ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts and piers from outside view within sixty (60) days after utilities are connected to each residence. No more than one (1) manufactured home or residence shall be connected to the utilities on each tract.

4. No improvements shall be erected or constructed on any tract in CARMEL HILLS SUBDIVISION, Lookout Point Section nearer than thirty (30) feet to the front property line; nor nearer than eight (8) feet to the side property line except that in the case of corner tracts or where due to the terrain of the tract it is necessary to build closer to the front property line, in which event a variance may be granted by Grantor. All improvements, driveway slabs, fences, etc. must be approved in writing by Grantor or his designee before any construction of a residence or any manufactured home is moved onto any tract in CARMEL HILLS SUBDIVISION, Lookout Point Section.

5. No building or structure shall be moved, erected or constructed on any tract until the building plans, specifications, plot plans and external design have first been approved in writing by the Grantor, or by such nominee or nominees as it may designate in writing. To preserve the value and beauty of CARMEL HILLS SUBDIVISION, Lookout Point Section no

trees on the above described property shall be cut down or destroyed without Grantor's prior written approval.

6. No advertising or "For Sale" signs may be erected in CARMEL HILLS SUBDIVISION, Lookout Point Section without written approval of Grantor.

7. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two (2) coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic system approved by the State and Local Departments of Health. Before any work is done pertaining to the location of utilities, approval of said location must be first obtained from the Grantor and the local Department of Health. No removal of trees or excavation of any other materials other than for landscaping, construction of buildings, driveways, etc. will be permitted without the written permission of Grantor. All driveways must be constructed with concrete, asphalt or other hard surface.

8. No noxious, offensive, unlawful or immoral use shall be made of the premises.

9. No livestock, poultry or wild animals of any kind shall be raised, bred or kept on any tract. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No kennels may be kept or maintained on any tract.

10. All covenants and restrictions shall be binding upon the Grantee, his successors, heirs or assigns. Said covenants and restrictions are for the benefit of the entire Subdivision. If the parties hereto or any of them or their heirs, assigns or

successors interest shall be violated or attempt to violate any of these covenants, then any person or persons owning real property situated within this Subdivision may institute proceedings in law or in equity against such violators or attempted violators to prevent completion of the attempt or continuation of the violation or cumulatively, to recover damages and other relief for such breaches. No violation of these restrictions will cause a forfeiture of title.

11. The Grantor reserves to itself, its successors and assigns, an easement or right-of-way over a eight (8) foot strip along the side, front and rear boundary lines of the tract or tracts hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts with no obligation to Grantor to supply such services. Should a utility pipeline be installed in an area where the Grantee erects a fence, the Grantee agrees to install a gate so that the utility company may have access to such pipeline.

12. All tracts are subject to easements, liens, and restrictions of record and are subject to any applicable zoning rules and regulations. All minerals in, on or under the above described property are excepted from the Contract and hereby reserved to the Grantor. The surface of the lots in the subdivision shall be not be used for exploration, drilling or development of the minerals.

13. An assessment of \$_____ annually per tract owner,

(which may be paid annually or semi-annually) shall run against each tract in said property for the use and maintenance of parks, recreational facilities, etc. and operating costs according to the rules and regulations of Grantor. The decision of the Grantor, its nominee or cosignee with respect to the use and expenditure of such funds shall be conclusive and the Grantee shall have no right to dictate how such funds shall be used. Such assessment shall be and is hereby secured by a lien on each tract respectively, and shall be payable to the Grantor in San Antonio, Texas on the 1st day of June and January commencing _____ 1, 19__, or to such other persons as Grantor may designate by instrument filed of record in the Office of the County Clerk of Live Oak County, Texas. In cases where one (1) owner owns more than one (1) tract there will be only one (1) assessment for such owner. Provided, however, that if such an owner should sell one or more of his tracts to a party who theretofore did not own property, then said tract or tracts so transferred shall thereafter be subject to the lien provided herein. Grantor shall have the option of increasing said assessment on an annual basis but in no case should assessment increase by more than 10% in any one year. Grantor shall be responsible for maintenance of parks, recreational facilities, etc. until June 1, 1995, after which time Grantor shall have no further responsibility for maintenance of parks, recreational facilities, etc. and the liens and assessments created herein shall have no further force or effect except as to accrued and unpaid assessments unless prior to June 1, 1995 said assessments and/or liens created herein are transferred to another entity or to a property owner's association comprised of at least 10% of the property owners in the CARMEL HILLS SUBDIVISIONS which accepts responsibility for maintaining parks, recreational facilities, etc. In that instance all liens and assessments herein provided for shall continue in force and effect for the benefit of such entity or property owner's association, and such

entity or property owner's association shall have all of the authority herein retained by Grantor with respect to the administration of these restrictions, including, but not limited to, the approval of plans, specifications, buildings, granting of variances, and Grantor shall be relieved of all further responsibility therefor. Use of parks and recreation area shall be at the users own risk.

14. No junk, wrecking or auto storage yards shall be located on any tract. Each tract shall be maintained in a neat manner, and at no time shall there be any boat hulls, inoperable automobiles, trucks, vehicles or trailers parked on the premises; nor shall there be any garbage dumps, junk yards, stacks of lumber or cumulation of rubbish piles. Grantee agrees to keep this property neat in appearance. In event Grantee fails in this obligation, he agrees that Grantor or his agent may enter the property and perform whatever work in the opinion of the Grantor is necessary to render the property neat in appearance and Grantor may charge Grantee a reasonable charge for this service.

15. An assessment is hereby imposed for the purpose of paving roads in CARMEL HILLS SUBDIVISION, Lookout Point Section of \$2.75 per lineal foot of frontage along each property line with a minimum charge of \$275 and a maximum charge of \$450 on any one tract and part thereof in said property. Each assessment shall be and is hereby secured by a lien on each tract respectively and is due to Grantor, its successors or assigns, within ninety (90) days upon completion of road paving along each property line respectively. Said assessment may be arranged on a monthly payment basis. Should said assessment not be paid when due as specified above, the unpaid amount shall be charged interest at the rate of 10% per annum.

16. No hunting shall be permitted in this subdivision and

the discharging of firearms or target practice of any kind thereon shall be prohibited.

17. These covenants are to run with the land and they shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part. These restrictions are for the benefit of the entire Subdivision and are enforceable by the property owners, either mutually or exclusively.

18. Invalidation of any one of these covenants or restrictions by judgement of any court shall in no wise affect any of the other provisions which shall remain in full force and effect.