

that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 6 day of May, 1960.

W. L. Handwick  
Notary Public  
Live Oak County, Texas

My commission expires on the  
1st. day of June, 1961.

Vol 184 Page 487

11881

GENERAL WARRANTY DEED

ROGER N. MCCOWN, ET UX  
TO  
EUGENE L. RISER, ET UX

FILED FOR RECORD 6  
DAY OF May A. D. 1960  
AT 11:57 O'CLOCK A M  
BY Bill Huff  
CLERK COUNTY COURT, LIVE OAK COUNTY, TEXAS  
Date 6 May 6-1960

THE STATE OF TEXAS           X  
COUNTY OF LIVE OAK         X

KNOW ALL MEN BY THESE PRESENTS, that Carmel Development Company, a corporation duly incorporated and doing business under the laws of the State of Texas, acting herein by and through its duly authorized undersigned officers, heretofore duly authorized by resolution of the Board of Directors of said corporation, of Live Oak County, Texas, being the owner of the following described real estate situated in Live Oak County, Texas, to-wit:

A subdivision of land known as Carmel Hills Estates, Unit I, the same being a subdivision of a part of the Carmel Development Company Lands situated in Live Oak County, Texas, as shown on the map or plat of said subdivision as recorded in Volume 2, Page 62, of the Plat Records of Live Oak County, Texas, to which map or plat and its record reference is here made for all purposes,

and the said Carmel Development Company does hereby declare that all lots in Block "A" and Block "B" of said Carmel Hills Estates, Unit I, are hereby restricted

Leroy Rice

and covenants, to-wit:

The conditions and restrictions herein set out shall constitute covenants running with the land, be binding upon and inure to the benefit of Carmel Development Company, its successors and assigns, and the purchasers, their heirs and assigns, of lots in said subdivision, and to each of them. Such restrictions and conditions shall be made a part of each contract and/or deed executed by or in behalf of Carmel Development Company, conveying a lot or lots within said subdivision by reference to the place of record of this instrument, and by acceptance thereof, the grantor, his heirs and assigns, shall be subject to and bound thereby, and each such contract and /or deed shall be conclusively presumed to have been executed, delivered and accepted, subject to all terms, conditions and restrictions as set out in this instrument as follows:

1. All lots shall be restricted to use for residential purposes only. No structure shall be erected on any lot other than one single family dwelling, unless expressly approved by the Carmel Development Committee. No trailer, tent, shack, garage, barn, boathouse or other outbuilding situated or erected on any lot shall at any time be used as a residence nor shall any residence of a temporary character be permitted.
2. No dwelling with an enclosed and walled floor area of the main living structure of less than eight hundred (800) square feet shall be permitted on any lot in Block "A" and Block "B" in said subdivision. Appropriate garages, servants' quarters, boathouses and other outbuildings may be constructed and approved by the Development Committee, subject to the other provisions of these restrictions.

closer than twenty (20) feet to the street or drive on which said lot fronts. No building shall be erected closer than eight (8) feet to the side lot line.

4. All architectural plans and buildings in the subdivision shall comply with all applicable laws and building codes as well as with general and special restrictions herein.

5. No wooden structure shall be constructed on any lot unless painted or treated in a manner satisfactory to the Development Committee. No building or other improvements shall be erected, placed or altered on any lot until the plans and specifications and the location of the structure on the lot have been approved by the Development Committee as to quality and workmanship of materials, harmony of external design and location of the structure with respect to whether the same is in accordance with these restrictions.

The Development Committee consists of Mrs. Addie Ellison Sanguinet, Marshal R. Sanguinet and W. W. Coon. The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. If, for any reason, a successor is not designated or there be unfilled vacancies in the Committee, the General Development Company shall immediately designate the required members of the Committee. Neither the members of the Committee nor its designated representative shall be entitled to compensation for such services. The Committee shall not be deemed to have approved any structure or to have granted its consent to any act required to be approved by the Committee herein unless such approval or consent is in writing. Should the property owner feel that the Development Committee has been unreasonable in disapproving building plans and specifications submitted, then such plans and specifications may be submitted to

for review. The decision of the officers and directors of the Carmel Development Company shall be final.

6. Individual sewerage disposal system shall be built to comply with City and State Health requirements.

No outdoor toilets shall be permitted.

7. No lot shall be used for or maintained as a dumping ground for rubbish, trash, garbage or other waste nor shall the same be kept on any lot except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept clean and sanitary.

8. No noxious, offensive, unsanitary or unlawful trade, activity, condition or state of affairs shall be carried on, conducted or permitted to exist upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No sign or signs shall be displayed to the public view on any residential lot, except one professional sign of not more than five square feet, or a temporary sign advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

10. No hunting shall be permitted in this subdivision and the discharging of firearms or target practice of any kind thereon shall be prohibited.

11. No animals, livestock or poultry of any type or kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and provided that they are kept free of disease. All dogs and cats must be properly and regularly vaccinated against rabies.

12. The property covered hereby shall be subject to the easements, right-of-way and other provisions of the map

or part of said property referred to above.

13. The surface of said lots in said subdivision shall not be used for exploring for or drilling or development for oil, gas and other minerals.

14. All restrictions and covenants herein set forth shall and be binding upon Camel Development Company, owner, and its successors and assigns, for a period of twenty five (25) years from the date of this instrument, and all subsequent owners of said lots in said blocks in said subdivision shall be obligated and bound to observe these restrictions, covenants and conditions, provided, however, that no such person or persons shall be liable, except in respect to breaches committed during his or their ownership of said property. The violation of any such restrictions, covenants and conditions shall not operate to invalidate any mortgage, deed of trust or other liens acquired and held in good faith against said property or any part thereof, but such liens acquired may be enforced as against any and all property covered thereby subject, nevertheless, to the restrictions, covenants and conditions herein mentioned. If any attempt is made to violate any of the restrictions, it shall be lawful for any person or persons owning any property in this subdivision to prosecute any proceedings at a law or in equity, to enjoin the erection of any improvements or the commission or omission of any other act in violation hereof or to recover any damages. Invalidation of any portion of these restrictions shall not invalidate nor effect any other restrictions and conditions contained herein which shall remain in full force and effect.

EXECUTED this the 5th day of May, A. D.