

11480

VOL 2668 PAGE 333

RESTRICTIONS ON UNIT 10
EAST SHORE ESTATES

THE STATE OF TEXAS

COUNTY OF SMITH

I
I
I

KNOW ALL MEN BY THESE PRESENTS:

GREEN BAY LAND CORPORATION, the owner of the tract of land described as Unit #10, East Shore Estates Addition, as shown by plat recorded in Cabinet B, Slide 309-B, of the Plat Records of Smith County, Texas, for the purpose of orderly development of said land, do hereby impress said property with the following restrictive covenants:

1. The covenants, conditions, restrictions, rules and regulations as shown by Exhibit "A" and "B" forming a part of that certain Warranty Deed dated June 23, 1970, executed by N. Y. Jones as Grantor, to the City of Tyler, Texas, as Grantee, recorded in Volume 1401, page 388, Deed Records of Smith County, Texas, and as shown in Restrictions from Green Bay Land Corporation dated December 11, 1984 as recorded in Volume 2358, page 13, Smith County Land Records, are specifically made a part of these covenants and restrictions in addition to those hereafter mentioned.
2. Grantor reserves all oil, gas and other minerals.
3. With the exception of areas set aside for boat ramps, boathouses, piers, and auxiliary facilities, no lot in said subdivision shall be used for other than residential purposes.
4. No soil or trees shall be removed from any such lot for any commercial use.
5. No buildings, or structure of any kind shall be located on any lot nearer to the front line than the minimum building set-back of twenty-five (25) feet; nor shall any such building or structure on any corner lot be located nearer than fifteen (15) feet to the side line except where an exception shall be approved in writing by Green Bay Land Corporation, herein after sometimes called SELLER, all other set-backs shall be a minimum of ten (10) feet. For the purpose of this covenant, however, fences, eaves, steps and open porches shall not be considered as a part of a building; nor shall the covenants in this paragraph apply to boat ramps, boathouses, piers and auxiliary facilities.
6. Any building or structure on lots shall be used in Unit 10 for residential purposes only and shall be a permanent construction and contain a minimum of twelve hundred (1200) square feet of living space. No mobile homes shall be allowed on these lots.
7. No structure of a temporary character, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of the house it is intended to serve.
8. The exterior and all rough-in plumbing of all improvements shall be completed within six (6) months from the beginning of construction. No outhouses shall be permitted on any part of the property, all lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the specifications of State and local health authorities, and no "outside" or surface toilets shall be permitted under any circumstances. This covenant, however, shall not prevent the installation and use of one outside coldwater shower for use of children and bathers.
9. No building shall be erected on any lot until the plans, specifications and plot-plan thereof have been approved in writing by East Shore Estates Property Owners Association.
10. It is specifically prohibited that any pier or boat house built in conjunction or abutting lots 407-421 inclusive which extends over 5 feet horizontally into Lake Tyler East Reservoir must have the written consent of Green Bay Land Corporation. This restriction is in addition to any requirement which may be imposed by the City of Tyler. The purpose of this restriction is to keep the channel open for boat traffic for all lot owners and users of Lake Tyler East.
11. An easement of ten (10) feet along the perimeter of each lot in said Subdivision is RESERVED for use, when necessary, for the construction of



TRUE & CORRECT
COPY OF ORIGINAL
FILED IN SMITH COUNTY
CLERK'S OFFICE

- slope back gradings on said street in order to provide for adequate drainage.
12. An easement of eight (8) feet along the perimeter of each lot is reserved for use of those furnishing public utilities.
 13. No obnoxious or offensive activity which is an annoyance or nuisance to the neighborhood may be conducted on the property.
 14. Truck-trailers and semi-trailer trucks shall not be permitted to park over night on the streets, driveways or lots, and no vehicle of any kind or size which normally transports inflammatory or explosive cargo, may be kept in this subdivision at any time.
 15. No sheet metal or tar paper type of material shall be used as the exposed exterior of any wall of any building or structure, EXCEPT that with the written consent of SELLER, such sheet metal may be so used on boathouses and related facilities situated at the water's edge.
 16. No "for sale" or "for rent" sign shall be placed or maintained on any lot in said Subdivision larger than 150 square inches. Other signs shall be permitted on said property only when expressly so authorized in writing by SELLER.
 17. Notwithstanding anything to the contrary contained herein, SELLER, its successors and assigns, RESERVE for its use and that of its designated agent or agents, the right to place a sign or signs on any unsold lot in the subject Subdivision, together with the further right to dedicate and/or use such unsold lot or lots in said Subdivision as they may deem necessary or desirable for the use or benefit of the property owners in the Subdivision.
 18. These restrictions, covenants and conditions may be enforced by Grantor, the SELLER herein, or by the owner of any lot in said Subdivision, either by proceedings for injunction or to recover damages for breach of these covenants, or any of them. In the event these restrictions are enforced by Seller or East Shore Estates Property Owners Association, the party in violation of said restrictions shall be responsible for reasonable attorney fees for said Seller or property owners association.
 19. Changes in said restrictive covenants and conditions which do not conflict with the provisions of the aforesaid Warranty Deed and the Exhibits thereto, may be made only upon written consent and approval of Green Bay Land Corporation or its successor and at least eighty (80%) per cent of the record owners of lots in said subdivision.
 20. It is specifically provided that the owner of any lot in Unit 10 shall be a member of East Shore Estates Property Owners Association. The association shall have a lien on the property in order to enforce this provision. An owner is not required to pay for a separate membership fee for each lot in the event he owns more than one lot. In the event a mortgagee forecloses on a lot in said addition, the mortgagee is granted a period of 90 days to dispose of said property before it is liable for the annual dues. No more than one family can be members of the association on any such lot. Chief usage of the lot is prohibited.
Any lending institution who acquires a lot through foreclosure proceedings shall have a 90 day period to sell or otherwise dispose of said lot owned by them before they will become liable for the annual dues as promulgated or set by East Shore Estates Property Owners Association.
 21. Green Bay Land Corporation hereby designates East Shore Estates Property Owners Association as its agent for the supervision of the covenants contained in these restrictions and for appointing an architect committee to approve plans and specifications of improvements to be located thereon. In the event it is necessary for Green Bay Land Corporation or East Shore Estates Property Owners Association to employ an attorney for the enforcement of these restrictions, said Corporation or association can collect the reasonable value of the legal services from the party in violation of said restrictions.
 22. These covenants, restrictions and conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date of such restrictions, covenants, and conditions being first impressed upon said property and Subdivision, after which time said restrictions, covenants, and conditions, shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the lot owners in said subdivision has been recorded, agreeing to a change in said Subdivision,



agreeing to a change in said restrictions, covenants and conditions, in whole or in part.

23. If any portion of these covenants, restrictions and conditions shall be in conflict with like or similar provisions contained in the aforesaid Warranty Deed to the City of Tyler, except as to the provisions herein fixing minimum living space in buildings, the provisions in said Deed shall control to the extent of such conflict.

EXECUTED this the 31st day of December, 1986.

GREEN BAY LAND CORPORATION

Attest:
Ethel Lewis
Ethel Lewis, Secretary

By: Ben E. Jarvis
Ben E. Jarvis, President

THE STATE OF TEXAS
COUNTY OF SMITH

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BEN E. JARVIS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GREEN BAY LAND CORPORATION, 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 31st day of December, A.D. 1986.

Scott Fitzgerald
Notary Public in and for
Smith County, Texas.



SCOTT FITZGERALD
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES SEPT 17, 1988

STATE OF TEXAS COUNTY OF SMITH
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Smith County, Texas.



APR 13 1987

MARY MORRIS
COUNTY CLERK, Smith County, Texas
By: Deborah J. Jaman
Deputy

FILED
MARY MORRIS
COUNTY CLERK
1987 APR 10 PM 2:54
SMITH COUNTY, TEXAS
By: Deborah J. Jaman
DEPUTY



NOTARY PUBLIC
SMITH COUNTY, TEXAS
CLERK'S OFFICE