

34949

VOL 3300 PAGE 197

RESTRICTIONS ON UNIT 11
EAST SHORE ESTATES

THE STATE OF TEXAS
COUNTY OF SMITH

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KNOW ALL MEN BY THESE PRESENTS:

GREEN BAY LAND CORPORATION, the owner of the tract of land described as Unit #11, East Shore Estates Addition, as shown by plat recorded in Cabinet C, Slide 36-A, 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 attached to and 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. No more than one single family dwelling shall be located on any one lot.

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; 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 11 for residential purposes only, except as provided in paragraph 3, and shall be a permanent construction and contain a minimum of



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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. 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 slope back gradings on said street in order to provide for adequate drainage.

11. An easement of fifteen (15) feet along the road side of each lot is reserved for use of those furnishings public utilities.

12. No obnoxious or offensive activity which is an annoyance or nuisance to the neighborhood may be conducted on the property.

13. 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.

14. No sheet metal or tar paper type of material shall be used as the exposed exterior of any wall of any building or



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structure to be used as a residence. Seller or it's agent can approve a metal roof on a building or structure which will be used as a residence.

15. 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 or it's assigns.

16. 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 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.

17. These restrictions, covenants and conditions may be enforced by Grantor or it's assigns, 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.

18. 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.

19. It is specifically provided that the owner of any lot in Unit 11 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. The property is not to be used as a club house for any group or association.

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.

20. 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.

21. 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.

22. 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.



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23. It is specifically provided that it is prohibited that the owner of Lot 437 build a pier on the North side of said Lot 437 which will interfere with the building of a pier on Lot 438, which pier would extend 50 feet from elevation 376 feet into Lake Tyler East.

EXECUTED this the 10th day of September, 1992.

GREEN BAY LAND CORPORATION

By:

BEN E. JARVIS, President

Attest:

Ethel Lewis
ETHEL LEWIS, Secretary

THE STATE OF TEXAS

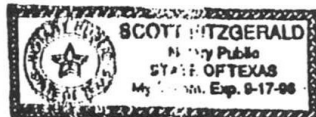
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COUNTY OF SMITH

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BEN E. JARVIS, known to be 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 10th day of September, A.D. 1992.



Scott Fitzgerald
Notary Public in and for Smith
County, Texas



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 Land Records of Smith County, Texas.



NOV 18 1992

MARY MORRIS
COUNTY CLERK, Smith County, Texas
by [Signature] Deputy



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Return to:
BEN E. JARVIS
ATTORNEY AT LAW
325 SOUTH PARKER
TYLER, TEXAS 75702

FILED
MARY MORRIS
COUNTY CLERK
92 NOV 16 PM 3:20
SMITH COUNTY, TEXAS
BY [Signature] DEPUTY