

EAST SHORE ESTATES RESTRICTIONS
Exhibit "A"

1. The covenants, conditions, restrictions, rules and regulations as shown by Exhibit "A" and Exhibit "B" (City of Tyler Restrictions) forming a part of that certain Warranty Deed dated May 15, 1970, executed by Robert B. Pope and Dr. Jerry A. Stirman as Grantors, to the City of Tyler, Texas, as Grantee, recorded in Vol. 1338, pages 326-338, Deed Records of Smith County, Texas, 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 Company, 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 apart 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 1 through 250 shall be used for residential purposes only and shall be a permanent construction and contain a minimum of eight hundred (800) square feet of living space. No mobile homes shall be allowed on these lots. Lots 1 through 250 shall be known as Phase I, containing units 1 through 6. Phase II, beginning with lot 251 shall be used for residential purposes only and all buildings shall be of a permanent construction. Lake front lots in Phase II shall contain a minimum of 1400 square feet of living space. First tier lake view lots, those lakeview lots joining the lake front lots, shall contain a minimum of 1000 square feet of living space. All other lake view lots in Phase II shall contain a minimum of 800 square feet of living space. As in Phase I there shall be no mobile homes allowed in Phase II. In Unit Nine (9) of East Shore Estates any building or structure shall be used 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. 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 eight (8) feet along the perimeter of each lot is reserved for use of those furnishing 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 overnight 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 the subdivision at any time.
14. No sheet metal or tar paper type of material shall be used as the exposed exterior of any roof or 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. *
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.
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 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.
17. 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.

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 SELLER and at least eighty (80%) percent of the record owners of lots in said subdivision.

19. 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.

20. 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.

21. 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 in 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.

22. 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.

23. 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.

RESERVATIONS:

The City of Tyler has an easement for lake purpose over and across the property in East Shore Estates to maintain and protect and service Lake Tyler East reservoir. The City of Tyler has a floodage easement over and across East Shore Estates that said City will not be liable for damages in the event of damage caused by rising waters. Easements on utilities (electricity, water, and telephone) have been granted.

ASSESSMENTS:

Lots 1 - 250 may elect to become members of East Shore Estates Property Owners Association (required on lots sold after 1987). The property owners of all other lots in said addition are required to join said Property Owners Association. The current dues are \$20.00 per year. East Shore Estates Property Owners Association has authority for imposing the assessments. The Developers are not members of the Property Owners Association and do not exercise any or supervision over the Association. The City of Tyler requires a registration fee of \$25.00 every five years for each lot in the subdivision.

Note: This List of Restrictions has been accumulated from copies and revisions available. Specific restrictions may apply.

* Check restrictions filed on individual lots.

EXHIBIT "B"

- (a) Any marina, club house, restaurant or other related facilities to be constructed by Grantors and those claiming under them upon the land in question shall comply with the requirements of the City of Tyler, and all plans for the construction thereof must be submitted to, and approved by, the City Engineer prior to commencement of construction.
- (b) Cutting of trees on the land shall be limited to the extent necessary for clearing the foundation site for construction; any additional cutting of trees shall be done only upon the written consent of Grantee. Moreover, except as provided in the preceding sentence, cutting of trees on the land lying above the 378 foot elevation level by private persons claiming under Grantors is prohibited except with the written consent of Grantors.
- (c) No livestock or poultry of any kind shall be kept on any part of the land described in EXHIBIT "A"; PROVIDED, that this restriction does not apply to household pets such as a dog or cat. Fires for disposal of combustible trash must be contained, enclosed, and carefully supervised. Private owners shall keep their lots and grounds clean and free of all trash, garbage and debris at all times.
- (d) No house or cottage shall be erected containing less than 250 square feet, including porch. The exterior plans shall be submitted to, and approved by, the City Engineer before construction is begun. No more than one residence and one boathouse and pier may be built on one lot; however, this provision does not apply to lots leased or sold to corporations, clubs, groups, or companies. Plans for the construction of such facilities and improvements must be submitted to, and approved by, the City Engineer before construction is begun.
- (e) Excluding boathouses, piers, etc., no building shall be constructed within less than 100 feet back of the 378 foot Elevation level, nor upon less than one-half (1/2) acre of land, calculated with respect to land above elevation 378, the ground level of which building must be at least 380 feet above sea level at the lowest point to be occupied by the building; and no septic system may be constructed or maintained unless the surface of the ground where situated is at least 380 feet in such elevation. Property owners, however, in making permanent improvements, may bring the elevation of the land up to the required 380 feet above sea level by filling with dirt or earthen materials, but such minimum elevation must be maintained.
- (f) The owner, or those claiming under the owner, of any lot carved out of the said property shall comply with the same Rules and Regulations promulgated by the City of Tyler, or to be so promulgated, for the protection of, and applicable to LAKE TYLER, insofar as the same pertain to improvements and activities on or affecting said property.
- (g) Plans and specifications for all residences, cottages, and other buildings shall make provisions for proper sanitation facilities consistent with the foregoing requirements and the requirements applicable to like facilities on LAKE TYLER.
- (h) Septic tanks with lateral absorption field shall be employed as the method of sewage disposal and a distance of at least one hundred (100) feet from the lake water surface at the spillway level elevation of 376 feet above sea level (the land where situated to be at least 380 feet in elevation). Septic tanks shall have a minimum capacity of five hundred (500) gallons and a minimum of two hundred (200) feet of lateral absorption. Installation of all septic tanks shall conform to the requirements and standards adopted and/or approved by the Tyler-Smith County Health Unit, and shall conform to requirements and specifications applicable to similar facilities in use around Lake Tyler.
- (i) Outdoor or pit-type toilets shall be, and they are, prohibited.
- (j) Private owners shall collect and remove from their premises at least once weekly, all garbage and burnable trash; Provided, that burnable trash may be burned, so long as no garbage or trash is permitted to enter the lake. No dump ground or garbage incinerator shall be maintained on said land.
- (k) These restrictions, covenants and conditions may be enforced in the courts by Grantors, or by the owner of any part of said land; or by the City of Tyler, whether they act jointly or severally. In the event the City of Tyler sues for and recovers any judgment enforcing any of the applicable covenants herein set forth, it shall be entitled to recover from the offending party or parties, its costs and reasonable attorney fees.
- (l) In addition to any other sanctions and/or remedies imposed by the City of Tyler for violations of the provisions and regulations adopted by the City of Tyler hereunder, or in accordance herewith, the City Commission of the City of Tyler may at its election, summarily and without prior notice, temporarily suspend all rights of any party, or parties, to the use of the property between elevation 386 feet and the normal water line of Lake Tyler East Reservoir, when such suspension, in the discretion of the City Commission, is necessary in order to protect, preserve and/or restore the safety and purity of the water of Lake Tyler East Reservoir for human consumption. During all periods of suspension, written notice of such temporary suspension shall be immediately mailed to all such property owners whose access to Lake Tyler East is directly affected, to their address as shown by the records of the City of Tyler. The Agents, servants and employees of the City of Tyler shall have the exclusive right to go upon the property covered by such suspension during the continuance thereof, and shall have the right to take all corrective action which the City Commission deems necessary to protect, preserve and/or restore the safety and purity of the water of the Reservoir for human consumption. In a proper case the City Commission may expressly waive this requirement as to the exclusive right of access to the premises.
- Unless sooner terminated by the voluntary action of the City of Tyler, any period of temporary suspension thus imposed hereunder shall terminate at the end of thirty (30) days after its imposition, unless the City Commission of Tyler shall determine, after a public hearing thereon, that the period of such suspension must be extended in order to protect, preserve and/or restore the safety and purity of the water of the Lake Tyler East Reservoir for human consumption. Notice of such public hearing shall be in writing and shall be mailed to each holder or owner of the property covered by such suspension to his address as shown in the records of the City of Tyler not less than ten (10) nor more than thirty (30) days prior to the date set for such hearing, stating the date, time, place and general purpose of such proposed hearing. The City Commission shall determine and announce at such public hearing the activity or activities which are resulting, have resulted; or, in reasonable probability, will result in an unsafe, impure or contaminated water supply, and may continue such period of suspension until such activity or activities and conditions cease. No appeal from a determination so made hereunder shall have the effect of suspending termination of access to the Lake Tyler East Reservoir, pending final judgment or other binding order of a court of competent jurisdiction. The City of Tyler shall not be liable for any damages allegedly resulting from any such suspension. The City of Tyler will join and cooperate in all efforts and actions instituted for the earliest practical judicial determination of any appeal made hereunder.
- (m) Any plan of subdivision of the area lying above the 378 foot elevation level, inclusive of streets, and roadways, shall be subject to approval by the City of Tyler and such plans shall be submitted to, and be approved by, the City Engineer prior to commencement of work on such subdivision.

(n) An concessionaire serving the patrons of the lake shall be required to enter into a suitable agreement with the City of Tyler governing the construction and operation of said facilities, and shall be governed by the same rules and regulations that apply to, or which may become applicable to, Lake Tyler, with the exception of any provision involving gross receipts or rental levies that may apply on Lake Tyler.

(o) No business or commercial enterprise which, in the sound discretion of the City Commission of the City of Tyler, is not connected with the operation or use of the LAKE TYLER EAST RESERVOIR, shall be operated upon the property covered hereby. Business and commercial activities of a permitted character shall be permitted to operate on said premises only after a suitable agreement with the City of Tyler has been negotiated.

(p) All owners or lessees of said lands around the Lake Tyler East Reservoir abutting the City-of-Tyler property line at 378-foot elevation, including private, individual, business, commercial, organizations and developers of real estate, subdivisions, who desire to alter, change or re-align the lake water line on City-of-Tyler property by channeling, digging, scraping or moving of earth, in order to bring the water level closer to their property line, and/or to deepen such channel for boating, water intakes, etc., MUST first file application of plans with the City of Tyler and obtain written approval in the form of a Permit, prior to doing any work of that type.

(q) The pumping of water from Lake Tyler East Reservoir is prohibited except that Permits may be issued by the City of Tyler to adjoining landowners and lessees to install pumps for the purpose of supplying domestic water to Lake cabins and dwellings upon application and payment of an annual permit fee of \$3.00 per month, paid twelve (12) months in advance; PROVIDED, however, that after three years, from the date hereof, the City of Tyler shall have the right upon thirty (30) days notice, to prescribe a different reasonable monthly rate for such use of the raw water taken from such Reservoir. All other sales of water from such Reservoir for any other purpose or use shall be by negotiated contract with the City of Tyler. Domestic water withdrawal shall be made with a pump not larger than 3/4 H.P., with a maximum of one (1) inch discharge line.

(r) The City of Tyler shall not be responsible for availability, purity, quality, quantity or regularity of flow at any time, it being expressly recognized and agreed that this raw water use is subordinate to present and future municipal and industrial use.

(s) Each such water user shall hold the City of Tyler harmless from any direct or indirect damages, injuries, or illnesses suffered by such user that might occur from such use of raw water, or from the water system where raw water is used.

(t) No permit for the use of raw water granted hereunder may be transferred or assigned, without the prior written consent of the City of Tyler.

(u) Every private owner or lessee of any property or property right held or claimed by virtue of this Instrument, or under grant, lease, or assignment from Grantors herein, MUST, within ten (10) days of acquisition of such property or property right, file a written declaration of his name, the date and source of his acquisition, his telephone number, mailing address and place of residence, with the City Clerk of the City of Tyler, and pay to the City of Tyler a Registration fee of Twenty-five (\$25) Dollars, which Registration shall terminate at the end of five (5) years (unless terminated sooner by voluntary action of a property owner surrendering his property rights) with the right of renewal upon payment of a like Registration fee. Such Registrations shall be transferrable only upon the Records of the City of Tyler, maintained in the office of the City Clerk.

(v) In addition to all other rights and privileges hereby created in favor of the City of Tyler, in the event subsequent developments may arise such that no other reasonable means of access from a public roadway to any land acquired by the City of Tyler for use in connection with the Lake Tyler East Reservoir is available, Grantors and the City of Tyler will agree upon an access right-of-way upon, over and across the land herein described; but Grantors shall have the right to designate the location of such right-of-way at any place on said land which furnishes reasonable access to such adjoining property. Grantors, however, shall have no liability for any part of the expense incurred in surveying, constructing, or maintaining such right-of-way.

The foregoing covenants and restrictions shall constitute covenants running with the land and shall be binding upon the parties hereto, their respective successors and assigns for a period of 25 years from the date hereof, at which time such covenants and restrictions shall be automatically extended for a period of 10 years, and may thereafter under like conditions be extended for successive periods of 10 years, unless by vote of the majority of the owners of lots in subdivisions authorized hereby and contemplated herein, acting by and with the consent of the City of Tyler Commission, it is agreed to change said restrictions and covenants in whole or in part, or alter the period of duration thereof. Any other provision in this paragraph to the contrary notwithstanding, however, it is mutually understood and agreed that any Rule, Regulation, or Order now in force or hereafter adopted by the City of Tyler for the protection of the waters of Lake Tyler may, at the option of the City of Tyler, be made applicable to the waters of Lake Tyler East and the property herein described.

If any provision contained herein shall be declared invalid by final judgment of any court of competent jurisdiction, the validity of the remaining provisions shall not be thereby affected.