

98-ROO47128

RESTRICTIONS ON UNIT 12  
EAST SHORE ESTATES

THE STATE OF TEXAS                   \*  
  \*     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF SMITH                    \*

GREEN BAY LAND CORPORATION, the owner of the tract of land described as Unit #12, East Shore Estates Addition, as shown by plat recorded in Cabinet D, Slide 25-C, 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 except as provided in paragraph seven hereof. No more than one single family dwelling shall be located on any one lot. No mobile homes or manufactured homes shall be allowed in this unit of the subdivision.
4. No soil or trees shall be removed from any such lot for any commercial use.
5. On Lots 439, 440, 441, and 442, 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 from boundary lines 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 439, 440, 441, and 442 shall be used for residential purposes only, except as provided in paragraph three, and shall be a permanent construction and contain a minimum of one thousand five hundred (1,500) square feet of living space.
7. On lots 443 through 454 inclusive, it is specifically provided that a detached garage or storage building may be constructed on any of said lots (443 - 454) inclusive by the owner of a waterfront lot (420 - 438) provided the detached garage or storage building contains a minimum of 750 square feet and is located a minimum of one hundred fifty (150) feet from Fisherman's Drive, except for lot 443. The detached garage or storage building on lot 443 shall be one hundred fifty (150) feet from the southwest corner of lot 443 and a minimum of fifty (50) feet from the north line of lot 443. Said storage building or detached garage shall be constructed in accordance with accepted architectural design. The exterior of the building shall be brick, vinyl or wood and must be approved by the architectural committee of East Shore Estates Property Owners Association. If the storage building or garage is constructed first, a house must be constructed within twelve months either on the same lot or on a waterfront lot owned by the same party, which lot shall be on Fisherman's Drive and between lot 420 and 438 inclusive. Any house built on lots 443 to 454 inclusive, shall contain a minimum of one thousand four hundred (1400) square feet of heated area and be approved by the architectural committee of East Shore Estates Property Owners Association. In the event an owner builds a storage building or detached garage on any interior lots (443 - 454) and sells either the waterfront lot or the interior lot separately and does not construct a residential building on said interior lot within twelve months from date of sale, the lot owner shall pay the East Shore Estates Property Owners Association the sum of Fifty Dollars (\$50.00) per month until the residence is completed. The East Shore Estates Property



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Owners Association is hereby granted a lien on said property to enforce this clause. The setback distance on any house with a detached garage or storage building will be a minimum of twenty-five (25) feet from the front of said lot and ten (10) feet from the sides and rear of said lot.

8. 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 on lots 439, 440, 441 and 442. Any garage shall be constructed at the same time or subsequent to the construction of the house it is intended to serve.

9. 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.

10. 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.

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

12. An easement of fifteen (15) feet along the road side of each lot is reserved for use of those furnishings 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 to be used as a residence. East Shore Estates Property Owners Association can approve a metal roof on a building or structure which will be used as a residence.

16. No "for sale" or "for rent" sign shall be placed or maintained on any lot in said Subdivision larger than one hundred fifty (150) square inches. Other signs shall be permitted on said property only when expressly so authorized in writing by Seller or its assigns.

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 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 Green Bay Land Corporation or its assigns, East Shore Estates Property Owners Association, 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 Green Bay Land Corporation or East Shore Estates Property Owners Association, the party in violation of said restrictions shall be responsible for reasonable attorney fees for said Green Bay Land Corporation 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 12 shall be a member of East Shore Estates Property Owners



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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.

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 architectural 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 27th day of October, 1998.

Attest:

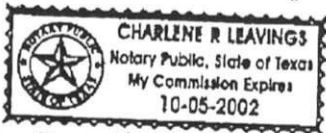
GREEN BAY LAND CORPORATION

Ethel Lewis  
ETHEL LEWIS, Secretary

By: Ben Jarvis  
BEN E. JARVIS, President

THE STATE OF TEXAS \*  
COUNTY OF SMITH \*

This instrument was acknowledge before me, on the 27<sup>th</sup> day of October, 1998, by BEN E. JARVIS, President of GREEN BAY LAND CORPORATION, a Texas corporation, on behalf of said corporation.



Charlene R. Leavings  
Notary Public, State of Texas.

After Recording, Return to:

BEN E. JARVIS  
Attorney at Law  
326 S Fannin Ave  
Tyler TX 75702-7320

Filed for Record in:  
SMITH COUNTY, TEXAS  
MARY MORRIS - COUNTY CLERK

On Nov 23 1998  
At 3:44pm  
Deputy - Janis Farrell

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 Official Public records  
of Smith County, Texas.



NOV 23 1998

MARY MORRIS  
COUNTY CLERK, Smith County Texas  
By: Janis Farrell Deputy



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