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ADDITIONAL  
RESTRICTIONS  
ON UNIT 9  
EAST SHORE ESTATES

THE STATE OF TEXAS

COUNTY OF SMITH

GREEN BAY LAND CORPORATION, the owner of the tract of land herein after described, all in 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 Exhibit "B" 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 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 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.



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FILED IN SMITH COUNTY  
CLERK'S OFFICE

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-tailers 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 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%) per cent 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.

The land affected by the dedication of these restrictive covenants are as follows:

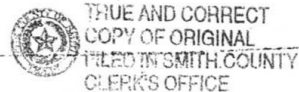
Being Unit 9 of East Shore Estates Subdivision as shown by plat of record in Vol. 9, Page 166 of the Plat Records of Smith County, Texas.

Executed this the 31st day of August, 1983.

ATTEST:

*James R. Lewis*  
 JAMES R. LEWIS, Secretary

GREEN BAY LAND COMPANY  
*Ben E. Jarvis*  
 BY: BEN E. JARVIS, President



THE STATE OF TEXAS

COUNTY OF SMITH

BEFORE ME, the undersigned authority, 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 he executed the same as the act of the said GREEN BAY LAND COMPANY, a corporation, and that the same was executed for the purposes and consideration therein stated and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the *31<sup>st</sup>* day of *August*, 1983.



LYNN DAVIS  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES MAY 18, 1985

*Lynn Davis*  
Notary Public in and for  
The State of Texas

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



SEP 28 1983

MARY MORRIS  
COUNTY CLERK, Smith County, Texas  
Deputy

*Mary Morris*

FILED  
MARY MORRIS  
COUNTY CLERK  
1983 SEP 21 PM 2:44  
SMITH COUNTY, TEXAS  
BY *Mary Morris*  
DEPUTY

Return to:  
BEN E. JARVIS  
ATTORNEY AT LAW  
476 FAIR FOUNDATION BUILDING  
TYLER, TEXAS 75702



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