

**EMERALD BAY CLUB, INC.
&
HOMEOWNERS ASSOCIATION**

**APPLICATION FOR
MEMBERSHIP**



CONFIDENTIAL

**THIS APPLICATION CONTAINS CONFIDENTIAL
INFORMATION WHICH MAY BE VIEWED ON A
NEED TO SEE AND KNOW BASIS ONLY**

Rev 3/20/95

NAME: _____ SSN: _____ AGE _____

SINGLE: _____ MARRIED: _____ SPOUSE'S NAME _____ SPOUSE SSN: _____

RESIDENCE ADDRESS _____

CITY: _____ STATE: _____

ZIP: _____ HOW LONG AT THIS ADDRESS: _____ PHONE: (_____) _____

BUSINESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOW LONG: _____ BUS. PHONE: (_____) _____

POSITION: _____

FORMER RESIDENCE: _____

CITY: _____ STATE: _____ ZIP: _____

HOW LONG AT ADDRESS: _____ PHONE: (_____) _____

NAMES AND AGES OF ALL CHILDREN RESIDING IN HOUSEHOLD:

1. _____ AGE _____

2. _____ AGE _____

3. _____ AGE _____

OTHER CLUBS YOU HAVE BELONGED TO:

1. _____ STATE _____ CITY _____

2. _____ STATE _____ CITY _____

3. _____ STATE _____ CITY _____

BANK REFERENCES:

1. _____ STATE _____ CITY: _____

2. _____ STATE _____ CITY _____

3. _____ STATE _____ CITY _____

PERSONAL REFERENCES:

NAME: _____ CITY: _____

STATE: _____ PHONE NO: (_____) _____

NAME: _____ CITY: _____

STATE: _____ PHONE NO: (_____) _____

NAME: _____ CITY: _____

STATE: _____ PHONE NO: () _____

RECOMMENDED BY RESIDENT EMERALD BAY MEMBERS: (3 SIGNATURES REQUIRED)

- 1. _____
- 2. _____
- 3. _____

LEGAL DESCRIPTION OF PROPERTY UNDER CONTRACT TO BUY OR LEASE:

LOT _____ UNIT _____ EMERALD BAY SUBDIVISION

STREET ADDRESS: _____

TITLE NOW VESTED IN: _____

YOU ARE ADVISED THAT ONLY ELECTRIC, WHITE E-Z GO GOLF CARTS WITH A TOP ARE PERMITTED ON THE GOLF COURSE AND THAT YOU MUST NOTIFY THE OFFICE AND OBTAIN A REGISTRATION STICKER FOR ALL CARTS. YOU ARE ALSO ADVISED THAT ALL HOMES IN EMERALD BAY ARE LIMITED TO SINGLE FAMILY OCCUPANCY.

IF YOU ARE MAKING APPLICATION FOR MEMBERSHIP AS A LESSEE, BOTH YOU AND YOUR LESSOR MUST EXECUTE AND YOU MUST FURNISH WITH THIS APPLICATION AN ASSIGNMENT OF RENTALS, ON A FORM PROVIDED BY EMERALD BAY, INC, ASSIGNING RENTALS TO THE CLUB AND ASSOCIATION DURING ANY PERIODS OF DELINQUENCY IN PAYMENT OF DUES AND ASSESSMENTS.

THE GRANTING OF MEMBERSHIP RESULTS IN THE OPENING OF A LINE OF CREDIT; THEREFORE, BY YOUR SIGNATURE TO THIS APPLICATION, YOU AGREE THAT EMERALD BAY, INC IS AUTHORIZED TO OBTAIN CREDIT INFORMATION FROM ANY SOURCE AVAILABLE AND FURTHER AGREE TO FURNISH A FINANCIAL STATEMENT, ON A CONFIDENTIAL BASIS, OF YOUR INCOME AND ASSETS IF REQUESTED TO DO SO BY THE MEMBERSHIP COMMITTEE.

YOU ARE FURTHER ADVISED THAT BY YOUR SIGNATURE TO THIS APPLICATION YOU AUTHORIZE EMERALD BAY, INC. TO SEEK VERIFICATION OF ANY AND ALL STATEMENTS CONTAINED HEREIN, INCLUDING THE OBTAINING OF CRIMINAL RECORDS AND COURT RECORDS AND FILINGS FROM ANY SOURCE, AND THAT YOU MAY BE ASKED FOR FURTHER EXPLANATION AND CLARIFICATION OF ANY INFORMATION OR ANSWERS APPEARING ON THIS APPLICATION.

IF ACCEPTED FOR OWNER MEMBERSHIP AND HAVE PAID ALL INITIATION FEES AND CHARGES A STOCK CERTIFICATE EVIDENCING YOUR MEMBERSHIP WILL BE ISSUED UPON DELIVERY TO EMERALD BAY OF A PHOTO COPY OF YOUR DEED FULLY EXECUTED.

THE FOLLOWING QUESTIONS APPLY TO EACH AND ALL APPLICANTS AS WELL AS ALL OTHER OCCUPANTS WHO WILL BE RESIDING IN THE SAME HOUSEHOLD ON EITHER A TEMPORARY OR PERMANENT BASIS. PLEASE BE ADVISED THAT A "YES" OR "NO" ANSWER TO ANY QUESTION OR QUESTIONS WILL NOT NECESSARILY DISQUALIFY YOU FOR MEMBERSHIP. OUR AIM IS TO GET TO KNOW AS MUCH AS POSSIBLE ABOUT YOU TO AID US IN OUR DETERMINATION OF WHETHER OR NOT WE WISH TO EXTEND TO YOU AN ACCEPTANCE OF YOUR APPLICATION TO BECOME A MEMBER.

HAVE YOU EVER BEEN CONVICTED FOR A FELONY? YES___ NO___

DO YOU USE, POSSESS OR DEAL IN ANY DRUGS WHICH ARE UNLAWFUL TO USE, POSSESS OR SELL? YES___ NO___

HAVE YOU EVER BEEN DENIED MEMBERSHIP IN ANY CLUB? YES___ NO___

HAVE YOU EVER BEEN EXPELLED FROM MEMBERSHIP IN ANY CLUB? YES___ NO___

HAVE YOU BEEN A PARTY TO ANY CIVIL SUIT IN THE LAST 7 YEARS? YES___ NO___

HAVE YOU TAKEN BANKRUPTCY IN THE LAST 7 YEARS? YES___ NO___

DO YOU VERIFY THAT THE PROPERTY INTENDED TO BE LEASED OR PURCHASED HAS BEEN INSPECTED BY APPLICANT AND BY YOUR SIGNATURE TO THIS APPLICATION YOU AGREE TO WAIVE AND HOLD HARMLESS, EMERALD BAY CLUB, INC. AND EMERALD BAY HOMEOWNERS' ASSOCIATION, THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF AND FROM ANY AND ALL COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION, INCLUDING ATTORNEY'S FEES ARISING FROM OR RELATED TO SUCH PROPERTY, INCLUDING, BUT NOT LIMITED TO DRAINAGE, THE PROPERTY'S NATURE AND CONDITION, ANY CONSTRUCTION DEFECT, ERRORS AND OMISSIONS, WHETHER KNOWN OR UNKNOWN., AND THAT THIS IS A COVENANT RUNNING WITH THE LAND AND BINDING UPON THE APPLICANT AND ALL THOSE IN PRIVITY WITH THE APPLICANT?

YES___ NO___

THE UNDERSIGNED DOES HEREBY MAKE APPLICATION FOR MEMBERSHIP IN THE EMERALD BAY CLUB, INC. AND THE EMERALD BAY HOMEOWNERS ASSOCIATION AND, IF ACCEPTED, AGREE TO COMPLY WITH ALL OF THE DEED RESTRICTIONS AND COVENANTS OF THE EMERALD BAY SUBDIVISION AS WELL AS ALL OF THE BY-LAWS, RULES AND REGULATIONS HERETOFORE AND HEREAFTER ADOPTED BY THE ASSOCIATION OR CLUB AND THEIR BOARD OF DIRECTORS.

A CHECK IN THE SUM OF \$_____ PAYABLE TO EMERALD BAY CLUB, INC., IS ENCLOSED, COVERING THE APPLICABLE AMOUNT DUE IF ACCEPTED FOR MEMBERSHIP.

THIS _____ DAY OF _____ 19_____

APPLICANT SIGNATURE

APPLICANT SIGNATURE



208 S. BAY DR. • EMERALD BAY • BULLARD, TEXAS 75757

New Member Application Procedure

We are pleased that you are applying for membership in Emerald Bay Club and Emerald Bay Homeowners Association. In order to ease the application process we are happy to outline our procedure.

Upon submission of your completed application and a check for \$10,675.00, we will initiate a credit report and set up a meeting with the Membership Committee. Because we have a Private Club Permit, Section 32 of the Alcoholic Beverage Code requires that all new members be interviewed by the Membership Committee and submitted to the Board of Directors for approval. At this meeting the Membership Committee will go over the Rules and Regulations and supply you with a copy of the Club By-laws, Rules and Restrictions and Covenants, as well as a membership directory. Also at this time you will be given some forms to complete and return to the Club office so that we may set up your file and get window stickers for your vehicles. At least one member of the committee is on the Board of Directors and the remaining committee members are active members of Emerald Bay Club who can answer just about any question you may have. Please feel free to make any inquiries you choose, they will be happy to help you!



208 S. BAY DR. • EMERALD BAY • BULLARD, TEXAS 75757

Emerald Bay is a residential community, developed to provide a relaxed, secure environment for the member-homeowners. It is located on a peninsula of 26,000 acre Lake Palestine, and is 15 miles south of Tyler--a prominent commercial, financial and medical center for East Texas. It is 100 miles east of Dallas, 180 miles north of Houston and 100 miles west of Shreveport, Louisiana. There are over 500 members at this time.

SIZE	Roughly 355 acres.
NUMBER OF LOTS	Approximately 625
HOMES	Approximately 450, including single family homes, townhomes and duplexes.
SECURITY	Front gate manned 24 hours; community patrolled periodically.
GOLF COURSE	18 holes, 6435 yards, par 71. Nine hole putting green and driving range. Member U.S.G.A. MEMBERS MAY USE THEIR OWN GOLF CART (WHITE E-Z GO).
PRO SHOP	Fully stocked. Rental carts available.
SWIMMING POOL	Lifeguard on duty during summer.
TENNIS COURTS	Two, hard surfaced and lighted.
BASKETBALL	Concrete court.
BOATING, FISHING AND WATER SPORTS	Two marinas with boat storage. Rentals are adjacent to Emerald Bay.
ORGANIZATIONS	Men's and Ladies Golf Associations, Women's club and Bridge Club.
CLUBHOUSE	Dining room, party room, bar-lounge with activities including bridge, mah jongg, gin rummy, parties and dancing. Also available for private parties.
INITIATION FEE	\$10,000.00 plus \$675.00 tax.

MONTHLY DUES

Currently \$193.46 per month (club dues \$155.00 plus \$10.46 tax. Homeowners \$28.00). Homeowners Association is responsible for security protection and maintenance of streets and roadways. Club dues include maintenance and operation of the golf course, clubhouse, swimming pool, tennis courts and the basketball court.

GOLF GUEST FEES

\$20.00 weekdays - 9 holes or 18 holes
 \$26.00 weekends - 9 holes or 18 holes
 VERTICAL FAMILY MEMBERS (AS
 DEFINED IN BY-LAWS) ARE 1/2 (HALF)
 REGULAR GUEST FEES.

POOL GUEST FEES

\$2.00 per guest per day
 \$8.00 per guest per week
 VERTICAL FAMILY MEMBERS (AS DEFINED
 IN BY-LAWS) ARE FREE.

2002 TAX RATES**SMITH COUNTY**

\$.25447 per \$100 assessed evaluation

EMERALD BAY

\$.273 per \$100 assessed evaluation

MUNICIPAL UTILITY DISTRICT**BULLARD INDEPENDENT
SCHOOL DISTRICT**

\$1.59 per \$100 assessed evaluation

There is no State Income Tax in Texas. Various Homestead and Over 65 property tax exemptions are available.

ELECTRICITY

TU Electric (all homes are electric) -- 800-242-9113

WATER

Southern Utilities -- 566-3511

TELEPHONE

Sprint Telephone Co. -- 800-788-3500

SEWER

Emerald Bay Municipal Utility District

CABLE-TV

Northland Cable TV -- 894-8200

TRASH PICK-UP

Olympic Waste Disposal -- 800-386-1686
 Senior Citizens Discount Available

EDUCATION & MEDICAL FACILITIES

BULLARD INDEPENDENT SCHOOL DISTRICT K-12; bus picks up in Emerald Bay
Brookhill Academy (Private) Grades 5-12

PAROCHIAL SCHOOLS Several available in Tyler.

ADVANCED EDUCATION Tyler Junior College and University of Texas
at Tyler.

MEDICAL Tyler's two major medical centers offer helicopter
service and 24 hour ambulance service is available from
Bullard Fire Station #2 just 1 mile from Emerald Bay's
gate. Trinity Mother Frances Medical Clinic is located
at Hwy 155 and FM 344. We are on the 911 system.

MISCELLANEOUS

EMERALD BAY COMMUNITY CHURCH Worship Service at 9:00 AM
Sunday School at 10:15 AM
Youth Group at 5:30 PM

AIRPORT Tyler Pounds International Airport. Frequent flights to DFW
other major Texas cities.

SHOPPING Tyler's Broadway Square Mall has several major
department stores and specialty shops. Brookshires
Grocery is on Hwy 155 across from Trinity Mother
Frances Medical Clinic approximately 4 miles away.

FIRE PROTECTION Bullard, Noonday and Flint Volunteer Fire Departments
serve Emerald Bay.

Homes and lots are available in Emerald Bay in a wide price range. Any of the local realtors listed below, or any of the other Tyler realtors, will be happy to provide further information.

PILLSBURY GROUP GMAC
16434 FM 344 W. (903) 825-2050

LAKE PALESTINE EMERALD BAY REALTY
16434 FM 344 (903) 825-7000

PIRTLE REALTY
17140 FM 344 (903) 825-7660

CHOICE PROPERTIES
3650 Old Bullard Road, Tyler, TX (903) 561-1500

3/91

GENERALIZED RESTRICTIONS & COVENANTS*

1. All lots shall be used exclusively for residential purposes.
2. No lot shall be further subdivided except that fractions of lots may be separated to add to space of whole lots if the combination of whole and fractional lots is used as a single building site and if all other provisions of these subdivision restrictions are complied with.
3. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, its successors and assigns.
4. No existing building or structure of any kind and no part of an existing building or structure shall be moved onto, placed on, or permitted to remain on any lot. All construction must be of new material, except stone, brick or other materials used for antique decorative effect if such is approved in writing by the Architectural Control Committee.
5. No sheet metal or tar paper type roof or siding material will be used on any structure. All buildings other than boathouses shall be completely underpinned, with no piers or piling exposed to view. No structure may be built of unduly reflective material.
6. No building exceeding two stories in height shall be erected on any lot. There is no minimum square footage required, but plans for each residence must be approved by the Architectural Control Committee.
7. No building, fence or other structure or improvements shall be erected, placed or altered on any lot until two copies of construction plans and specifications, including specifications of all exterior materials and a plan showing the proposed location of the structure have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. If construction is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.
8. No building shall be located nearer to the side street line than 10 feet, or nearer to the side lot line or rear lot line than 5 feet. No building shall be located nearer to the front lot line than 20 feet.
9. No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets. They may be kept, provided that they are not kept, bred or maintained for commercial purpose or kept in such numbers as to be a nuisance to area property owners.
10. No building, structure or improvement of lots bordering the golf course fairways shall be located nearer than 25 feet from the edge of the fairway of the golf course. Golfers shall have the right to retrieve their golf balls from any lot. Each lot owner, by the purchase of the lot, agrees to waive any claim for damages and to hold Cherokee Land, Inc., its successors and assigns, harmless with respect to any claim for damages to persons or property arising out of or resulting from golf balls hit and/or retrieved from his lot or lots.
11. All homes and buildings must be all electric.
12. Any residence shall be constructed to face or front on the street which the lot on which it is constructed fronts. A corner lot shall be deemed to front on the street on which it has the smaller dimension.

13. Septic tanks must be constructed as to comply with the requirements of an appropriate municipal or state agency having jurisdiction over the area and so that the drainage there of and therefrom will not be directly or indirectly on to any road, street, ditch or surface easement.
14. No fence, wall, hedge, or radio or television aerial shall be built nearer to the street than the building set back line therefrom. On lots abutting the golf course no fence, wall, hedge, etc., shall be built at any location thereon unless same is approved by the Architectural Control Committee.
No sign may be maintained on any lot except:
One sign, not larger than 72 square inches, setting forth the name of the owner of the property or occupants.
One "For Rent" or "For Sale" sign not larger than 216 square inches.
16. No obnoxious or offensive activity which is an annoyance or nuisance to the neighborhood may be conducted on any property.
17. No temporary structure such as tent, shack, trailer, trailer house, mobile home bus body shall be kept, placed or maintained on any residential lot, except that on any lot on which a residence has been constructed there may be parked one camper or travel type trailer of not more than twenty-eight (28) feet in length, but in no case shall such trailer be occupied or used as a temporary or permanent residence while parked on said lot.
18. The owner of each lot shall keep it clean and free of weeds and debris such as will be in keeping with the other property and community at any particular time. Upon failure to perform such obligation, SELLER, or his successors and assigns, may at his option have the lot cleaned and the cost or expense thereof shall be and constitute a lien upon said lands payable by owner of said lot to SELLER, or his successor or assign.
19. An easement of five (5) feet by five (5) feet along the perimeter of each lot is retained by SELLER for the purpose of utilities. It is understood and agreed that it shall not be considered a violation of the provision of the easement if wires or cables carried by such poles, lines pass over some portion of said lots not within the five (5) foot wide strip provided that such lines do not hinder the construction of buildings on any lot in this subdivision.
20. All buildings must be completed on the exterior (at least) within one hundred sixty (160) days from beginning of construction.
21. No outside toilets or privvies or other pit type toilet shall be used, constructed or maintained upon any lot. All sanitary regulations of the State Department of Health must be complied with in the use and enjoyment of said lots, and all water and garbage from said lots must be disposed of as provided by such regulations. Garbage on the premises shall be kept in water-tight containers of no more than thirty (30) gallons capacity with tight fitting covers, and no cans, bottles, paper, trash or rubbish shall be placed, deposited, accumulated or thrown on the ground or in any place except a proper container as aforesaid.
22. Semi-trailer trucks shall not be permitted to park on the street, driveways or lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo, may be kept in this addition at any time.

23. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part, except, however, they may be changed, altered, amended or revoked in part by petition of the owners of at least sixty (60) percent of the residential lots.
24. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
25. No sales, lease or other disposition of any lot in the Emerald Bay Subdivision shall be consummated unless and until the purchaser or transferee has applied for and has been accepted as a member of the Emerald Bay Club, its successors or assigns. This restriction shall not apply, however, to lending institutions who may bid such property in at any foreclosure sale brought by them without regard to such membership restriction, nor shall it apply with respect to a transfer of such property pursuant to a duly probated Will or by virtue of intestacy, pursuant to the Statutes of the State of Texas. However, in the event of a transfer of title by virtue of foreclosure, probate of Will or intestate succession, Emerald Bay Subdivision and/or Cherokee Land, Inc., its successors or assigns, shall have an absolute right of first refusal to purchase said lot from any such transferee or transferees in the event they shall decide to sell, transfer or convey the same.
26. If, notwithstanding the requirement of membership in Emerald Bay Club, its successors or assigns, as a condition to the acquisition of title to any lot or lots in said Subdivision, title to any of said lots shall in some manner be acquired by a party who has not been approved for membership in the Emerald Bay Club referred to in Paragraph 25 hereof or if any lot owner shall cease to be a member of the said Club, then, nevertheless, said lot owner, on behalf of himself, his heirs or assigns, does hereby covenant and agree that they will bear and pay such portion of the specific expenses required and expended by Emerald Bay Club, its successors and assigns solely for the maintenance of the lanes, roads, parks, lakes, and the furnishing of security protection that they would otherwise be required to pay if they were then in fact a member of such Club and as determined by the accountant for such Club. Further, by the acceptance and retention of title to any lot or lots, each Granter, on behalf of himself, his heirs and assigns, does hereby covenant and agree that said Emerald Bay Club, its successors and assigns, shall have a lien upon subject lot or lots second only to the liens for taxes and any duly recorded mortgage to secure the payment of the aforementioned expenses, including Court costs and reasonable attorney's fees incurred in connection with the collection of same.
27. Invalidity of any of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect. Further, the violation of any of the restrictions or provisions hereof shall not affect the rights of any subsequent bona fide lienholder with a mortgage on any said lots.
28. Any dwelling within 300 feet of a central sewage line is required by the Texas Water Control Board to connect with such lines.

FOR UNITS VIII AND XI

In addition to the Restrictions and covenants which apply to all units, UNITS VIII AND XI have the following additional restrictions:

There shall be no vapor lights used and no outside lights over five (5) feet in height from the ground.

An easement of ten (10) feet in width along the front perimeter and an easement of five (5) feet in width along the remaining three sides of each lot is retained by Seller for the purpose of placing utilities thereon or therein.

FOR UNITS IX AND X

In addition to all previous stated Restrictions, UNITS IX AND X have the following additional restrictions:

No structure for the purpose of storing water craft of any kind or character shall be constructed on or over the water lying adjacent to lots, tracts or parcels of land in these units.

All piers constructed out over the water lying adjacent to these lots, tracts or parcels of land in these units shall not extend further than twenty (20) feet from elevation 345 out into the water.

FOR UNITS XXIII AND XXIV

Most of the restrictions set forth in these Generalized Restrictions apply to these units plus additional restrictions and covenants adapted by the Emerald Isle Association.

FOR UNITS XIV, XV AND XVI

Most of the restrictions set forth in these Generalized Restrictions apply to these units plus additional restrictions and covenants adapted by the Emerald Bay Townhouse Association #2, Inc.

*Consult the Restrictions and Covenants for your particular Unit for specific information, especially lakefront lots.