

RESTRICTIONS:

1. The covenants, conditions, restrictions, rules and regulations as shown by 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, Page 326-338, Deed Records of Smith County, Texas, are specifically made a part of these covenants and restrictions in addition to those hereafter mentioned. A copy of said Exhibit "B" is attached hereto.
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 covenants, 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 1 through 250 shall be used for residential purposed only and shall be a permanent construction and contain a minimum of eight hundred (800) square feet of living space. No mobile home shall be allowed on these lots. Lots 1 - 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 lake view 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, basements, 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 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 cold water 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 drainage.
12. No obnoxious or offensive activity which is an annoyance or nuisance to the neighborhood may be conducted the property.
13. Truck-trailers and semi-trailer trucks shall be permitted to park over night on the streets, driveways or lots, and no vehicle of any kind or size which normally transport 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 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 and 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 form 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.

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 clear 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.
- (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 (½) 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 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 application of 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 pit-type toilets shall be, and they are, prohibited.
- (j) Private owners shall collect and remove from their premises at least one weekly, all garbage and burnable trash; Provided, that burnable trash may be burned, so long as no garbage or trash permitted to enter the lake. No dump ground or garbage incinerator shall be maintained on said land.

(k) These restriction, covenants and conditions may be enforced in the courts by Grantors, or by 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 an recovers any judgement enforcing any of the applicable covenants herein set forth, it shall be entitle 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 hereunder, 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 part, 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 deemed 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 Tyler not less than ten (10) nor more then 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 contain such period of suspension until such activity or activities and conditions cease. No appeal from a determination so made hereunder shall have the 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 judgement 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.