

**As filed in the Deed Records of Smith County by the Developer, Eastern
Resort Properties, Inc., in the year 1971**

SUBDIVISION RESTRICTIONS

**PINE TRAIL SHORES SUBDIVISION
SECTION D**

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by Eastern Resort Properties, Inc. (and/or by its designees, from time to time) to protect the owners of lots in this Subdivision against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes to insure the highest and best development of said property; to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structure; and, in general, to provide adequately for a high type of quality of improvements in said property, and thereby enhance the value of investments made by purchasers of lots therein.

The undersigned, the Architectural Control Committee, and the officers and members thereof shall not be deemed to have assumed any liability with regard to any undertaking by consequence of its enactment and enforcement of, or failure to enact or enforce minimum standards for, any improvements, and no act or omission shall be construed to impose any liability upon the undersigned, said Architectural Control Committee, or the officers and members thereof for damages which any grantee may sustain.

2. Subject to the provisions of numbered paragraphs 9 and 10 hereof, all lots are restricted to use for single family residential and no building shall be erected or maintained on any residential lot in said Section other than a private residence, a private boathouse, a private garage, and a private tool house for the sole use of the owner or occupant.

3. Subject to the provisions of numbered paragraphs 9 and 10 hereof, 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, and no sheet metal or tar paper type roof or siding materials will be used on any structure, and all buildings other than boathouses shall be completely underpinned, and under skirted with no piers or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the Architectural Control Committee.

4. No building exceeding two (2) stories in height shall be erected on any lot, and each residence, subject to paragraphs 9 and 10 hereof, shall have a minimum floor area as shown below, exclusive of porches, stoops, open or closed carports, patios or garages:

1,000 square feet on lots numbered 51 thru 91,
750 square feet on all other lots.

5. No building, fence, or other structure or improvements shall be erected, placed or altered, on any lot until two (2) copies of the 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.

6. Fences shall be permitted to extend to the rear and front lot lines and to the side lot lines, but without impairment of the easements reserved and granted in these restrictions.

7. No building shall be located nearer to the side street line than ten (10) feet, or nearer to the side lot line or rear lot line than five (5) feet. "Side lot lines" as used in this paragraph, in respect to any two (2) or contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by Eastern Resort Properties, Inc. to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two (2) outermost side lot lines considering said contiguous whole and/or fractional lots as one (1) lot, if the combined width of said contiguous whole and/or fractional lots is at least sixty (60) feet at the widest portion thereof, but no other use may be made of any lot or fractional lot to the extent it has been grouped to alter these minimum setback requirements. No building shall be located nearer to the front lot line than fifteen (15) feet.

8. No animals or birds, other than household pets, shall be kept on any lot.

9. No outbuilding or garage, other than a boathouse shall be erected on any lot before a residence is constructed thereon, and no boathouse, tool house, basement or garage erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot, nor shall any residence of a temporary character be permitted. Camping will never be permitted, except on lots 92 thru 99, on which lots camping will be permitted until September 30, 1975, only with written permission from a member of the Architectural Control Committee; camping equipment shall not be abandoned or left unattended for more than 24 hours; property owners shall keep their lots clean and dispose of all refuse; lots must be completely cleared of travel trailers under twenty (20) feet in length and camping equipment, and clean before departure; no one will be allowed to camp on his lot (s) for a continuous period of as long as one (1) week without obtaining another written permit from a member of the Architectural Control Committee. With written approval from the Architectural Control Committee, travel trailers which are at least twenty (20) feet in length, may be kept on lots 92 thru 99 only until September 30, 1975, if built by a reputable commercial manufacturer and is not being lived in as a permanent residence, and if the other applicable provisions hereof are complied with.

Motor homes and travel trailers must be connected to an approved septic tank if left on the lot for seven (7) successive days or longer. Mobile homes and structures and buildings adjacent or supplemental thereto may be placed and used upon lots 92 thru 99 only if same have been inspected by, and prior written approval of same has been granted by the Architectural Control Committee, and said Committee may, as condition to its said approval, make any requirements which in its judgment are deemed proper, including the following requirements (a) that the mobile home be of late model, at least ten (10) feet in width, 400 square feet in size minimum, (except on lots 95 thru 99, 500 square feet minimum in size is required), in good repair and of attractive design and appearance, and under skirted, with material approved by the Architectural Control Committee, (b) that any mobile home, not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by commercial manufacturers. An approved septic tank must be installed for each mobile home, each residence of any kind and each travel trailer twenty (20) feet in length or more, and all sanitary plumbing and facilities must conform to the requirements of the Health Department of the county, the State of Texas and of the Texas Water Quality Board, prior to occupancy. Nothing in this paragraph prohibits the construction of a residence on lots referred to above in this paragraph provided these SUBDIVISION RESTRICTIONS are otherwise complied with.

10. Easements are reserved along and within five (5) feet of the rear lines (except for those rear lines coinciding with Upper Neches River Municipal Authority boundary line of Lake Palestine), and within five (5) feet of the front lines and side lines, of all lots under these SUBDIVISION RESTRICTIONS in this Subdivision for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. To the extent neither said construction, operation nor maintenance of any of the items mentioned in the next preceding sentence has commenced along any respective lot, "side lines of all lots" as used in this paragraph, in respect to any two (2) or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by, Eastern Resort Properties, Inc. to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two (2) outermost side lot lines considering said contiguous whole and/or fractional lots as one (1) lot, if the combined width of said contiguous whole and/or fractional lots is at least sixty (60) feet at the widest portion thereof.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables by such pole lines pass over some portion of said lots not within the easements as long as such lines do not hinder the construction of buildings on any lots in this Subdivision.

Eastern Resort Properties, Inc. and/or its designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, playgrounds, community center buildings, sales offices, water wells and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 4, 6, 7, 8, and 9 hereof shall not apply thereto. Eastern Resort Properties, Inc. reserves the right to remove sales office from said Subdivision.

11. No outside toilet or privy shall be erected or maintained in the Subdivision. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of the Health Department of Smith County and the State of Texas.

12. Subject to the remaining provisions of this paragraph, as to each lot under these SUBDIVISION RESTRICTIONS, an assessment is hereby made of (i) \$1.50 per month per lot, the owner of which owns only one (1) lot in Pine Trail Shores Subdivision, and (ii) \$1.00 per month per lot in Pine Trail Shores Subdivision, in respect to lots of which two (2) or more are owned by the same person but not to exceed \$4.00 per month as to total of all lots owned by one (1) owner in Pine Trail Shores Subdivision for the maintenance and construction of swimming pools, parks, roads and other improvements in Pine Trail Shores Subdivision as now and as hereafter platted; "owner" as used in this sentence shall include also a purchaser from Eastern Resort Properties, Inc. of a lot. The assessment shall accrue from the earlier of the date of the agreement for the deed from Eastern Resort Properties, Inc. as seller to a purchaser or of the conveyance by Eastern Resort Properties, Inc. as grantor. Such assessment shall be and is hereby secured by a lien on each lot in this Subdivision, respectively, and shall be payable to Pine Trail Owners Association (a Texas non-profit corporation), its successors and assigns, the owner of said assessment funds, on October 31st of each year commencing in 1971, at which date in the year 1971 and in successive years said assessment lien shall conclusively be deemed to have attached, and there shall be no lien securing said assessment until October 31st of each such year. Said assessment lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. Said assessment shall not accrue in respect to any lot during such time as the owner (or any person as purchaser from Eastern Resort Properties, Inc., under a contract to purchase then in force) of such lot, after having made written application for membership in said Pine Trail Owners Association, is refused membership (or having been admitted is involuntarily expelled from membership) in said Association, it being understood that said swimming pool, park and recreational area are for the sole use and benefit of the members of said Association and their families and guests, but owners and purchasers of lots in other hereafter designated Subdivision or sections may become eligible for membership in said Association. Commencing on the last Friday in June, 1976, Eastern Resort Properties, Inc. shall not be eligible for membership in Pine Trail Owner Association; no assessment shall be made against Eastern Resort Properties, Inc. at any time; assessments against lots owned by Eastern Resorts Properties, Inc. shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots from Eastern Resort Properties, Inc. is then in force.

13. Any building, structure or improvement, commenced upon any lot shall be completed as to exterior finish and appearance, within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash, or other debris. Eastern Resort Properties, Inc. shall have the right (but not the duty) to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

14. 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. 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 Eastern Resort Properties, Inc., its successors and assigns.

15. No water well shall be permitted on any lot hereunder except on such lots as may be hereafter specifically designed by Eastern Resort Properties, Inc. and/or by any other party hereafter authorized by Eastern Resort Properties, Inc. to so designate such excepted lots.

16. If the owner of any lot in said Subdivision, or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, or both.

17. Invalidation of any one (1) or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

(The "undersigned" hereinabove referred to is the developer, Eastern Resort Properties, Inc.)