

Eastern Acres U-1 Restrictions

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THE STATE OF TEXAS
COUNTY OF SMITH

14601

Know all men by these presents, that we, C. C. McDonald and wife Bernice O. McDonald, Wannelle McDonald Hughes, joined by husband D. B. Hughes and E. W. McDonald and wife, Rachel Ann McDonald, all of Smith County, Texas, owners of the tracts of land hereinafter described, for the purpose of orderly developing tracts of said land into a subdivision in the City of Tyler, Smith County, Texas, to be known as Eastern Acres, do hereby agree with each other that all lots sold in said addition shall be subject to the following restrictive covenants:

A. All lots shall be sold by metes and bounds, save and except where plat or plats may be hereafter filed with the County Clerk of Smith County, Texas, and with the City of Tyler. Title descriptions may originate from perimeter survey as recorded in volume 753, page 244 of the Smith County Deed Records or from established street and block corners as filed for dedication of streets to the City of Tyler.

B. The residential area covenants in Part C in their entirety, shall apply to all lots in this subdivision.

C.1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

C.2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

C.3. The exterior walls of each house, garage and out buildings shall be constructed of at least 67% brick, brick veneer, stone, stone veneer, stucco, rock or such like material as may be approved by the Architectural Control Committee hereinafter designated.

C-4. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1450 square feet for a one-story dwelling, and not less than 800 square feet for a two-story dwelling, exclusive of open porches and garages, and in case of a two-story building shall contain a total of not less than 1500 square feet for the entire building; EXCEPT that as to all lots between Bernice street on the West, the Golden Road on the East, the North property line of the hereinafter described tracts of land on the North and the South lot lines of all lots facing North on Clubview Drive, the ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1300 square feet for a one-story dwelling, and not less than 750 square feet for a two-story dwelling, exclusive of open porches and garages, and in case of a two-story building shall contain a total of not less than 1400 square feet for the entire building.

C-5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as approved by the ordinances of the City of Tyler. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line except that a minimum 3 foot side yard shall be required for a garage or other permitted accessory building. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building. provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

C-6. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

C-7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-8. No noxious or offensive activity shall be carried on upon any lot,

nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C.9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C.10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

D-1. The Architectural Control Committee is composed of C. C. McDonald, Waunelle McDonald Hughes, and E. W. McDonald. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owner of a majority of the acreage covered in this agreement shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

E-1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then owners of the majority of the acreage has been recorded, agreeing to change said covenants in whole or in part.

E.2. 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.

E.3. Any breach of the foregoing conditions and restrictions or any of them shall have the effect of forfeiting the title of the owner of the property upon which such breach occurs, such property shall automatically revert to the undersigned or their heirs and legal representatives; provided, however, that a breach of any of the foregoing conditions and restrictions or any reversion by reason of such breach shall not defeat, impair or render invalid the lien of any mortgage, deed of trust or other valid encumbrance made in good faith for value as to such affected property.

E.4. Invalidation of any one 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.

The lands affected by this dedication and these restrictive covenants are described as follows:

FIRST TRACT: All that certain tract or parcel of land, situated in Smith County, Texas, being out of the J. L. Dickey Survey, Abstract No. 289, and described as follows: BEGINNING at the N.E. corner of Neill's 21.6 acre tract deeded by J. Parry to Mrs. S.C. and Z. Norton a red oak 6 inches in dia. brs. N. 87 deg. West 9.1 vrs; THENCE N. with the W.B.L. of the Woodson Henry Survey 197.8 vrs. a stake for corner; THENCE West 585 vrs. to the W.B.L. of said 130 acre tract black jack 6 in. in dia. brs. South 30 deg. West 1.3 vrs; THENCE South 197.8 vrs. to the N.W.C. of Neill's tract a hickory 12 in. in dia. brs. S. 60 deg.; THENCE East 585 vrs. to the place of beginning, containing 20.5 acres of land.

SECOND TRACT: All that certain tract or parcel of land, situated in Smith County, Texas, lying next and adjoining the above described tract of land, and being out of the J. L. Dickey Survey, described as follows: BEGINNING at a stake in land on W.B.L. of the Woodson Henry Survey from which a P.O. 8 in. dia. brs. N. 63 deg. W. 3 vrs.; THENCE West 585 vrs. to a stake a hickory 8 inches in dia. brs. N. 54 E. 6 vrs.; THENCE N. 208.4 vrs. to corner a stake a hickory 12 in. in dia. brs. S. 60 S. 7 vrs.; THENCE East 585 vrs. to a stake on the W.B.L. of the Woodson Henry Survey, a R.O. 6 in. brs. N. 87 W. 8.5 vrs; THENCE South 208.4 vrs. to the place of beginning, containing 21 3/5 acres of land

SAVE AND EXCEPT that portion of the above described two tracts of land lying South of the South lot lines of all lots facing North on Clubview Drive.

Witness our hands this 25th day of November, 1955.

C. C. McDonald
C. C. McDonald
Wauwelle McDonald Hughes
Wauwelle McDonald Hughes
E. W. McDonald
E. W. McDonald

Bernice O. McDonald
Bernice O. McDonald
D. E. Hughes
D. E. Hughes
Rachel Ann McDonald
Rachel Ann McDonald

THE STATE OF TEXAS
COUNTY OF SMITH

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. C. McDonald and Bernice O. McDonald, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Bernice O. McDonald, wife of the said C. C. McDonald, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Bernice O. McDonald acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of November,



Archie Barnes
Notary Public, Smith County, Texas.

THE STATE OF TEXAS
COUNTY OF SMITH

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared D. E. Hughes and Wauvelle McDonald Hughes, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Wauvelle McDonald Hughes, wife of the said D. E. Hughes, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Wauvelle McDonald Hughes acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of November,



Archie Barnes
Notary Public, Smith County, Texas.

THE STATE OF TEXAS
COUNTY OF SMITH

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared E. W. McDonald and Rachel Ann McDonald, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Rachel Ann McDonald, wife of the said E. W. McDonald, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Rachel Ann McDonald acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of November,
A.D. 1955.



Archie Barnes
Notary Public, Smith County, Texas.