

EASTDALE ACRES

PROPERTY OWNERS ASSOCIATION

DEED RESTRICTIONS

and

COVENANTS

AMENDED

2021

**EASTDALE ACRES, A SUBDIVISION OF CHEROKEE COUNTY, TEXAS
AMENDED AND SUPERSEDED
DEED RESTRICTIONS AND COVENANTS
MAY 15, 2021**

WHEREAS, there presently exist Restrictions and Covenants for Eastdale Acres and

WHEREAS, said original Restrictions and Covenants are recorded in the Land Records of Cherokee County, Texas and,

WHEREAS, said Restrictions and Covenants currently provide that same cannot be altered, amended or revoked in whole or in part except by petition of the owners of at least fifty-one percent (51%) or more of the residential lots, and

WHEREAS, the undersigned constitute fifty-one percent (51%) or more of the said residential lots;

NOW, THEREFORE, all previous Restrictions and Covenants are hereby AMENDED AND SUPERSEDE ALL PREVIOUS CHANGES, and as follows:

A. APPLICABILITY

For the purpose of providing an orderly development of the entire subdivision and the preservation of its character as a resort and residential development and for the protection of all property owners, EASTDALE ACRES PROPERTY OWNERS ASSOCIATION, (hereinafter known as the POA), hereby imposes the following restrictions, covenants and reservations, which shall be binding on all purchasers, owners, their successors or assigns.

B. LAND USE

- 1) All tracts shall be residential in character and in use.
- 2) No duplexes, apartments or other multi-family dwellings shall be permitted. No properties shall be rented or leased for less than one (1) year. Rentals and leases for one (1) year or more must be approved by the POA before entering into any rental or lease agreement.
- 3) No soil shall be removed for any commercial use.
- 4) Cutting and removal of trees, bushes and vegetation shall be limited to owner's own tract and to the extent necessary for clearing of sites for construction and for limiting of excessive growth of trees, growth and brushes.
- 5) No outside toilet, cesspool or privy shall be erected or maintained.
- 6) Water wells, septic systems and sanitary plumbing shall conform to all requirements of applicable authorities, including the POA.
- 7) No UNATTENDED ground fires shall be built or maintained on any lot.
- 8) No signs shall be displayed except those of the POA except with prior express written consent of the POA.

C. SUBDIVISION OF LOTS

- 1) No tract may be subdivided into tracts of less than two and a half surface acres of land above the 355-foot mean sea level flood line.
- 2) Any subdivision of any platted tract shall be subject to the prior written consent of the POA.
- 3) Any tract resulting from such subdivision must provide an easement of ten feet around the perimeter to the tract with a twenty-foot easement on the boundary on any road. No structure shall be erected in this easement.

D. OFF ROAD VEHICLES (ATVs, ETC.)

- 1) All off road vehicles are to stay on the road not on easements of property owners or in common areas.
- 2) Drivers are expected to follow Texas DOT laws, i.e., drivers under 14 accompanied by parent, helmet and eye protection required for all riders, number of riders limited to number of seats.

E. CHURCH PROPERTY

- 1) Eastdale Acres Deed Restrictions and Covenants, page 1 of 5
Tract 47 of said subdivision as shown on the plat thereof may be used for residential purposes or for a church.
- 2) No church or other religious organization which owns tract 47 may become a member of the POA nor shall it be liable for dues and assessments of any such association, but it will bear its pro rata share of costs of maintaining roads and utility facilities.
- 3) No church or other religious organization owning tract 47 and no member or official thereof shall have any right to fish, boat, use, or enjoy common facilities of said subdivision except for the use of roads for ingress and egress to such Tract 47.

F. NUISANCES

1. Each tract shall be kept and maintained in a neat and orderly condition.
2. No noxious or offensive activity which may become a nuisance to other owners or which may endanger property or improvements shall be permitted.
3. No garbage or trash shall be allowed to accumulate.

4. To promote security and safety, no gun, pistol or weapon of any kind shall be discharged by a minor in the subdivision. Further, no adult may discharge a weapon on any property other than his own, and then only for protection of person or property.
5. No abandoned or non-working vehicles or equipment shall be visible from the street. Non-working vehicles shall be defined as vehicles not having current state inspection and license tags.

G. IMPROVEMENTS

1. No building, structure, or any improvements shall be placed, erected or altered on any tract until plans, specifications and a plot plan have been submitted to the POA and all of the afore mentioned are approved in writing by the POA.
2. The construction of any building or structure must begin no later than sixty (60) days from the date the plans were approved by the POA. If construction has not commenced during this 60-day period, plans must be resubmitted for approval before construction begins.
3. Any building or structure shall be completed as to the outside appearance and finished within 150 days of its commencement date.
4. All construction must be of good sound design and character and properly proportioned so that no side of a residential building shall be less than thirty feet wide.
5. Each primary residential building shall contain at least 1250 square feet of heated and air-conditioned living area.
6. Effective May 15, 2021, all new structures built on any lot must be placed a minimum of sixty feet from the road.
7. The exterior must be residential in character, with no metal siding or metal roof (an exception can be granted by the POA for factory painted commercial or architectural roofing or siding).
8. Houses must be newly constructed of new materials. (Exceptions can be granted by the POA for moving in older homes of exceptional character.)
9. Additions: any guest houses, carports and storage buildings must conform to original house plans and be approved by the POA before construction.
10. Any house placed in Eastdale Acres must be provided with water, sewage and electricity before being occupied.
11. Houses placed in Eastdale Acres must be properly landscaped to enhance the appearance and the debris from construction removed as promptly as possible.
12. All water systems, fuel systems, tools, implements and equipment shall be housed in approved structures, so as not to detract from the beauty of the subdivision.
13. Effectively September 12, 1998 all new homes built in Eastdale Acres must be constructed "on site". No trailer, mobile home, (as defined by the Manufactured Home Association) tent, shack or similar structure shall be used as a permanent residence on any lot.

14. All construction must conform to all current governmental requirements.

H. TERMS AND CONDITIONS

- 1) These covenants and restrictions are to run with the land and shall be binding for a period of thirty (30) years from the date of this instrument. After which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed and recorded by fifty-one percent (51%) of the current owners of the tracts, agreeing to change said covenants and restrictions, in whole or in part.
- 2) These covenants, restrictions and conditions shall be binding upon the POA, its successors or assigns and upon all persons and entities acquiring property in the subdivision, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of any right or title to any tract shall thereby agree and covenant to abide by and perform the covenants, restrictions and conditions as set forth herein.
- 3) There shall be one vote per tract.
- 4) The provisions of this declaration shall be liberally construed as a whole to effectuate the purpose of this declaration.
- 5) No violation of the Deed Restrictions shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust.

I. PROPERTY OWNERS ASSOCIATION RESPONSIBILITIES

- 1) The POA shall be responsible for definition and enforcement of all deed restrictions.
- 2) The POA shall have the right to levy reasonable dues and assessments for the maintenance and improvement of the subdivision and every owner or purchaser agrees to be a member of said association and to pay the association, when due, all such dues and liens for taxes and for any duly recorded mortgage, to secure the payment of such dues and assessments and any court cost and reasonable attorney fees incurred in the collection of same.
- 3) The POA shall have the right to make and distribute to owners and purchasers of tracts rules and regulations regarding:
 - a. fishing and boating and all other uses of waters not a part of Lake Palestine,
 - b. construction on and use of the shores of said waters,
 - c. keeping of pets and livestock on all tracts,
 - d. regulation of traffic on roads,
 - e. use of the common facilities, and

- f. any other regulations that the POA board may deem necessary for the security, safety and preservation of the ecology and beauty of the area.

J. VIOLATIONS

1. Enforcement of these covenants, restrictions and conditions shall be by a proceeding at law or in equity, initiated by a person or persons owning any provision herein contained, either to restrain violation or to recover damages for the violation or both or to obtain such other relief as may be legally available.
2. If in the opinion of the POA board, there is an infraction, the condition may be remedied, with costs charged against the tract and, if necessary, a lien placed against said tract, for such costs.
3. Violations of or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage or other security instrument then existing on any tract.
4. Invalidation of any portion of these restrictions shall not affect any of the other provisions herein contained, which shall remain in full force and effect.
5. If any portion of these covenants and restrictions conflicts with any law or regulation of any governmental agency, then, such law or regulation shall control.
6. Any deed or legal instrument (except deeds of trust or other security agreements) purporting to convey any interest in any land within the subdivision shall contain appropriate language to expressly subject the land involved to all the covenants, restrictions and conditions set forth herein.
7. All disputes will be handled in Cherokee County, first by mediation, and then binding arbitration.
8. All attorney fees and costs of mediation and binding arbitration shall be recoverable by the prevailing party.
9. Any Restrictive Covenant declared invalid shall not affect other provisions.
10. Any Restrictive Covenant, which shall require a person to violate the law, shall yield to said law.
11. Failure to enforce a restriction does not constitute a waiver of said restriction.

K. GRANDFATHERED IMPROVEMENTS

1. Any violations of these deed restrictions and covenants which existed prior to the date of filing of this document shall be grand-fathered, with the understanding that in the future should the improvements be abandoned or destroyed, they shall be replaced in compliance with these deed restrictions.
2. Lots occupied by a manufactured home as of March 12, 1999, shall be considered vested. A vested lot shall remain vested (manufactured homes are allowed) until such

time as an on-site home is constructed on that lot, at which time it reverts to a restricted lot.

3. In the event that a manufactured home on a vested lot is abandoned, the lot will no longer be vested, and must be replaced with a site-built home. "Abandoned" is herein defined as not being hooked up to electric service for 6 months or more.
4. In the event that a manufactured home on a vested lot is destroyed, it may be replaced with a new (less than 2 years old) manufactured home, meeting the then current HUD, state & local requirements, be fully skirted, have a minimum 100 SF front porch, meet POA width requirements (20') and hooked up to currently permitted septic system.

This amendment supersedes the original Restrictions and Covenants and all proceeding amendments to the Restrictions and Covenants for Eastdale Acres.

Adopted and approved as of the 15th day of May, 2021, by a 55% vote of the Members of Record, Eastdale Acres Property Owners Association.

President

(Printed name) Suzi Streit (Signature) Suzi Streit

Secretary

(Printed name) BRANDEE MCGUIRE (Signature) Brandee McGuire

STATE OF TEXAS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON July 12, 2021 BY Suzanne Streit

AND Brandee McGuire.

Tara Mayfield
NOTARY

