

255896

STATE OF TEXAS)
COUNTY OF CHEROKEE)

10/1/39

RESTRICTIONS and COVENANTS
EASTDALE ACRES CHEROKEE COUNTY, TEXAS

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 the property owners, Largent Parks, Sr. and Laura Mayo Parks, d/b/a PARKS & CO., hereinafter known as the Developer, hereby impose the following restrictions, covenants and reservations which shall be binding on all purchasers, owners, their successors or assigns.

1. All tracts shall be residential in character and in use. No tract may be subdivided, except by actions of property owners as set out herein: No duplexes, apartments and other multi-family dwellings shall be permitted. No commercial activity, save and except that of the Developer, shall be permitted. No soil shall be removed for any commercial use. 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 excessive growth of trees, growth and brush. No outside toilet, cesspool or privy shall be erected or maintained. Water wells, septic tank systems and sanitary plumbing shall conform to all requirements of applicable authorities, including the Developer. No ground fires shall be built or maintained on any lot. No signs shall be displayed except those of the Developer except with the express written consent of the Developer. To promote security and safety, no gun, pistol or weapon of any kind shall be discharged in the subdivision. In addition, the Developer shall have the right to make and distribute to owners and purchasers of tracts rules and regulations regarding fishing and boating and all other uses of waters not a part of Lake Palestine, construction on and use of the shores of said water, the keeping of pets and livestock on all tracts, regulation of traffic on roads, use of common facilities and any other regulations that the Developer may deem necessary for security, safety and for the preservation of the ecology and beauty of the area.

2. Each tract shall be kept and maintained in a neat and orderly condition. No noxious or offensive activity shall be engaged in which may become a nuisance to other owners. No garbage or trash shall be allowed to accumulate. In case, in the opinion of the Developer, there is any infraction in this paragraph, Developer shall have the right to enter upon the tract involved and have such condition corrected with costs charged against the tract and, if necessary, a lien placed against said tract for such costs.

3. No building, structure or any improvement shall be placed or erected or altered on any tract until plans, specifications and plot plan have been submitted to the Developer and all are approved in writing by the Developer. Any building or structure shall be completed as to outside appearance and finish within 150 days of its commencement date. All construction must be of good sound design and character, properly proportioned so that no side of a residential building shall be less than 20 feet. Each residential building shall contain at least 950 feet of enclosed area, that being the area enclosed for heating and air-conditioning. An easement of five feet is reserved along the perimeter of each tract and no building shall be built within 20 feet of the side facing on the road. 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. All building must be underpinned and all construction must conform to all current governmental requirements.

4. No sale, transfer or lease of any tract shall be consummated until and unless thirty days written notice of such proposed action shall have been given to the Developer. Such notice shall set forth the name and address of the proposed transferee and the terms of the proposed transaction in detail. The Developer shall have the right of preemption or the first right to accept such proposal within that thirty day period. This provision shall not apply to gifts or transfers within the family of the owner of record of such tract.

5. At any time, the record owners of seventy percent of the tracts in the subdivision (as shown by the deed records of Cherokee County) shall have the right to organize an owners association. Upon the organization of such association, the association shall have all the powers and duties set out in these restrictions as being exercised or vested in the Developer. Such association shall have the right to levy reasonable dues and assessments for the maintenance and improvement of the subdivision and every owner or purchaser covenants to be a member of said association and to pay to the association, when due, all such dues and assessments and agrees that the association shall have a lien on the subject tracts inferior only to liens for taxes and for any duly recorded mortgage to secure the payment of such dues and assessments and any court costs and reasonable attorney fees incurred in the collection of same.

6. Owners of the legal title to seventy per cent of the tracts in the subdivision as shown by the Deed Records of Cherokee County may amend these restrictions at any time by filing an appropriate instrument with the Clerk of Cherokee County.

7. These covenants, restrictions and conditions shall run with the land and shall be binding upon the Developer, 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. Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity, initiated by a person or persons owning any tract against any person or persons violating or attempting to violate 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.

8. 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. Invalidation of any portion of these restrictions shall not affect any of the other provisions herein contained, which shall remain in full force and affect. In the event any portion of these covenants and restrictions conflicts with any law or regulation of any governmental agency, then such requirement shall control. Any deed or legal instrument (except deeds of trust or other security agreements) purporting to convey any interest in any lot within the subdivision shall contain appropriate language to expressly subject the land involved to all the covenants and restrictions set forth herein

EXECUTED this 21st day of September, 1976

Largent Parks Sr.
Largent Parks, Sr.

STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day appeared Largent Parks Sr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of September, 1976



Jeanette P. B. Dunn
Notary Public in and for Dallas County, Texas

KNOW ALL MEN BY THESE PRESENTS:

We, Largent Parks, Sr and Laura Mayo Parks, owners of more than seventy percent of the acreage and tracts in EASTDALE ACRES, a Subdivision of record in Cherokee County, Texas, in accordance with the provisions of the Restrictions and Covenants of EASTDALE ACRES, as now recorded in the records of Cherokee County, do hereby amend the said Restrictions and Covenants to read as set out herein:

RESTRICTIONS and COVENANTS
EASTDALE ACRES a Subdivision of CHEROKEE COUNTY, TEXAS

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, Largent Parks, Sr and Laura Mayo Parks, doing business as PARKS & CO., hereinafter known as the Developer, hereby impose the following restrictions, covenants and reservations which shall be binding on all purchasers, owners, their successors or assigns.

1. All tracts shall be residential in character and in use. No tract may be subdivided into tracts of less than one surface acre of land above the 355 foot mean sea level flood line. Any subdivision of any platted tract shall be subject to the prior written consent of the Developer. Any tract resulting from such subdivision must provide an easement of ten feet around the perimeter of the tract with a twenty foot easement on the boundary on any road. No structure shall be erected in this easement. No duplexes, apartments or other multi-family dwellings shall be permitted. No soil shall be removed for any commercial use. 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 brush. No outside toilet, cesspool or privy shall be erected or maintained. Water wells, septic tank systems and sanitary plumbing shall conform to all requirements of applicable authorities, including the Developer. No ground fires shall be built or maintained on any lot. No signs shall be displayed except those of the Developer except with prior express written consent of the Developer. To promote security and safety, no gun, pistol or weapon of any kind shall be discharged in the subdivision. In addition, the Developer shall have the right to make and distribute to owners and purchasers of tracts rules and regulations regarding fishing and boating and all other uses of waters not a part of Lake Palestine, construction on and use of the shores of said water, the keeping of pots and livestock on all tracts, regulation of traffic on roads, use of the common facilities and any other regulations that the Developer may deem necessary for security, safety and for the preservation of the ecology and beauty of the area.

2. Each tract shall be kept and maintained in a neat and orderly condition. No noxious or offensive activity which may become a nuisance to other owners or which may endanger property or improvements shall be permitted. No garbage or trash shall be allowed to accumulate. In case, in the opinion of the Developer, there is an infraction of this paragraph, Developer shall have the right to enter upon the tract involved and have such infraction or condition remedied with costs charged against the tract and, if necessary, a lien placed against said tract for such costs.

3. No building, structure or any improvement shall be placed or erected or altered on any tract until plans, specifications and plot plan have been submitted to the Developer and all are approved in writing by the Developer. Any building or structure shall be completed as to outside appearance and finish within 150 days of its commencement date. All construction must be of good sound design and character, properly proportioned so that no side of a residential building shall be less than twenty feet. Each residential building shall contain at least 950 square feet of area enclosed for heating or air-conditioning. An easement of ten feet is reserved along the perimeter of each tract and no building or structure shall be placed in that area or within twenty feet of the side of the tract facing on a road. 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. All construction must conform to all current governmental requirements.

4. No sale, transfer or lease of any tract shall be consummated until and unless thirty days written notice of such proposed action shall have been given to the Developer. Such notice shall set forth the name and address of the proposed transferee and the terms of the proposed transaction in detail. The Developer shall have the right of preemption or the first right to accept such proposal within the thirty day period. This provision shall not apply to gifts or transfers within the family of the owner of record of such tract.

5. At any time, the record owners of seventy percent of the tracts in the subdivision (as shown by the deed records of Cherokee County) shall have the right to organize an association of owners. Such association shall have the right to levy reasonable dues and assessments for the maintenance and improvement of the subdivision and every owner or purchaser covenants to be a member of said association and to pay to the association, when due, all such dues and assessments and agrees that the association shall have a lien on the subject tracts, inferior only to liens for taxes and for any duly recorded mortgage, to secure the payment of such dues and assessments and any court costs and reasonable attorney fees incurred in the collection of same.

6. Owners of the legal title to seventy percent of the tracts in the subdivision, as shown by the Deed Records of Cherokee County, may amend the restrictions and covenants at any time by filing an appropriate instrument with the Clerk of Cherokee County.

7. These covenants, restrictions and conditions shall run with the land and shall be binding upon the Developer, 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. 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 tract against any persons or persons violating or attempting to violate 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.

8. 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. 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. In the event that any portion of these covenants and restrictions conflicts with any law or regulation of any governmental agency, then, such law or regulation shall control. 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.

WITNESS our hands at Dallas, Texas this first day of June, 1979

Largent Parks Sr.
Largent Parks, Sr

Laura Mayo Parks
Laura Mayo Parks

STATE OF TEXAS)
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Largent Parks, Sr. and Laura Mayo Parks, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the first day of June, 1979



Sharon R. [Signature]
Notary Public in and for Dallas County, Texas

Filed for Record on the 7th day of June A.D. 1979 at 10 o'clock AM.

Duly Recorded this the 14th day of June A.D. 1979;

Volume 723 Page 390

Fairy Upshaw, County Clerk
Cherokee County, Texas

By [Signature] Deputy

AMENDMENT TO
RESTRICTIONS AND COVENANTS
OF EASTDALE ACRES

DEED RECORD
VOL. 824 PAGE 56

THE STATE OF TEXAS

304017

KNOW ALL MEN BY THESE PRESENTS:

That we, LARGENT PARKS, SR. and LAURA MAYO PARKS, being the
Developer of Eastdale Acres, a subdivision in Cherokee County, Texas,
and the owners of over 70% of the tracts in said subdivision as shown
by the Deed Records of Cherokee County, Texas, do hereby amend the
Restrictions and Covenants of said Eastdale Acres subdivision, as
heretofore amended, as follows:

"Tract 47 of said subdivision as shown on the plat
thereof may be used for residential purposes or for a
church. A sign identifying a church may be erected on
Tract 47. No church or other religious organization which
may own Tract 47 may become a member of a property
owners association 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. 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."

Except as herein otherwise specifically provided, all restrictions
and covenants for such subdivision shall remain in full force and effect
and applicable to Tract 47.

EXECUTED this 14th day of July, 1981.

Largent Parks Sr

Largent Parks, Sr
Laura Mayo Parks

Laura Mayo Parks

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally
appeared LARGENT PARKS, SR. and LAURA MAYO PARKS, both known to me
to be the persons whose names are subscribed to the foregoing
instrument, and acknowledged to me that they executed the same for
the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of July, 1981.



Betty S. Britton

Notary Public, Dallas County, Texas
My commission expires 10/27/81

Filed for Record on the 16th day of July A. D. 1981 at 9:50 o'clock A. M.

Duly Recorded this the 23rd day of July A. D. 1981;

Volume 824 Page 56

Fairy Upshaw, County Clerk
Cherokee County, Texas

By *Mattie...* Deputy



CONSENT TO AND ADOPTION OF EASTDALE PROPERTY OWNER'S ASSOCIATION

WHEREAS, pursuant to paragraph five (5) of the Restrictions and Covenants of Eastdale Acres, a subdivision of Cherokee County, Texas, as such Restrictions and Covenants are recorded on or about July 20, 1981 in the Real Property Records of Cherokee County, Texas, ("CCRs") the record owners of seventy percent (70%) of the tracts in the Eastdale Acres subdivision have the right to organize an association of owners; and

WHEREAS, there has been presented to the undersigned record owners of at least seventy percent (70%) of the tracts in Eastdale Acres subdivision, a proposal to adopt and approve Articles of Incorporation of Eastdale Property Owner's Association, Inc., a Texas nonprofit corporation (attached hereto as Exhibit "A") and Bylaws of Eastdale Property Owner's Association, Inc., (attached hereto as Exhibit "B");

RESOLVED that the undersigned owners of at least seventy percent (70%) of tracts in the Eastdale Acres subdivision hereby consent to, approve, and adopt the Articles of Incorporation and Bylaws for Eastdale Property Owner's Association, Inc., as attached hereto as Exhibits "A" and "B", respectively, and further consent that the CCRs may be amended by the Members as set forth in the Bylaws (Exhibit "B").

EXECUTED by the undersigned owners on the dates set forth in the acknowledgment

for each said owner.

FILED
FOR RECORD
94 SEP 13 AM 10:20
FAIRY UPSHAW COUNTY CLERK
CHEROKEE COUNTY, TEXAS
DEPUTY

EASTDALE INC.

By:
Largent Parks, Jr., President

Owner of Lots 1A, 1B, 1C, 2C, 3B, 3C, 4B, 4C, 5C, 6B, 6C, 25, 27, 33, 31A, 31B, 40A, 40B, 42A, 42B, 42C, 44C, 52, 56, 57, 58, 59, 61, 62, 63, 64, 65, 68, 69, 70, 74, 75, 77, 79, 80, 82, 7, 76, 4A, 2B

455000

OFF
REC

1338 PAGE 384

AMENDMENT TO RESTRICTIONS AND COVENANTS

EASTDALE ACRES A SUBDIVISION OF CHEROKEE COUNTY, TEXAS

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

WHEREAS, said Restrictions and Covenants are recorded in Volume 707, page 39 of the Land Records of Cherokee County, Texas and,

WHEREAS, said Amendments to Restrictions and Covenant are recorded in volume 773, page 390 and volume 824, page 56 of the Land Records of Cherokee County, Texas and,

WHEREAS, said Restrictions and Covenants provide that same cannot be altered, amended or revoked in whole or in part except by petition of the owners of at least seventy percent (70%) of the residential lots: and,

WHEREAS, the undersigned constitute seventy percent (70%) or more of the owners of said residential lots; and, Covenants as hereinafter described.

NOW, THEREFORE, the said Restrictions and Covenants are hereby changed, altered and amended as follows:

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 impose the following restrictions, covenants and reservations which shall be binding on all purchasers, owners, their successors or assigns.

1. All tracts shall be residential in character and in use. No tract may be subdivided into tracts of less than one surface acre of land above the 355 foot mean sea level flood line. Any subdivision of any platted tract shall be subject to the prior written consent of the POA. Any tract resulting from such subdivision must provide an easement of ten feet around the perimeter of the tract with a twenty foot easement on the boundary on any road. No structure shall be erected in this easement. No duplexes, apartments or other multi-family dwellings shall be permitted. No soil shall be removed for any commercial use. 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 brush. No outside toilet, cesspool or privy shall be erected or maintained. Water wells, septic tank systems and sanitary plumbing shall conform to all requirement of applicable authorities. including the POA. No ground fires shall be built or maintained on any lot. No signs shall be displayed except those of the POA except with prior express written consent of the POA. To promote security and safety, no gun, pistol or weapon of any kind shall be discharged in the subdivision. In addition, the POA shall have the right

to make and distribute to owners and purchasers of tracts rules and regulations regarding fishing and boating and all other uses of waters not a part of Lake Palestine, construction on and use of the shores of said water, the keeping of pets and livestock on all tracts, regulation of traffic on roads, use of the common facilities and any other regulations that the POA may deem necessary for security, safety and for the preservation of the ecology and beauty of the area.

2. Each tract shall be kept and maintained in a neat and orderly condition. No noxious or offensive activity which may become a nuisance to other owners or which may endanger property or improvements shall be permitted. No garbage or trash shall be allowed to accumulate. In case, in the opinion of the POA, there is an infraction or condition remedied with costs charged against the tract and, if necessary, a lien placed against aid tract for such costs.

3. No building, structure, or any improvement 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. Any building or structure shall be completed as to the outside appearance and finish within 150 days of its commencement date. 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 twenty feet. Each primary resident building shall contain at least 1250 square feet of heated and air conditioned living area. The exterior must be residential in character, no metal sidings or metal roof (an exception can be granted by the architectural board for factory painted commercial or architectural roofing). Shell type homes must be completely skirted using the same material as the siding, masonry or stone, except for houses on piers designed to be open underneath. Houses must be newly constructed of new materials. (Exceptions can be granted by the architectural board for moving in older homes of exceptional character). Additions, guest houses, carports and storage buildings must conform with house plans and be approved before construction. Any house placed in Eastdale Acres must be provided with water, sewage and electricity before being occupied. Houses placed in Eastdale Acres must be properly landscaped to enhance the appearance and the debris from construction removed as promptly as possible. 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. No trailer, mobile home, tent, shack or similar structure shall be used as a permanent residence on any lot. All construction must conform to all current governmental requirements.

4. At any time, the record owners of seventy percent of the tracts in the subdivision (as shown by the deed records of Cherokee County) shall have the

right to organize an association of owners. Such association shall have the right to levy reasonable dues and assessments for the maintenance and improvement of the subdivision and every owner or purchaser covenants to be a member of said association and to pay to 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 costs and reasonable attorney fees incurred in the collection of same.

5. Owners of the legal title to seventy percent of the tracts in the subdivision, as shown by the Deed Records of Cherokee County, may amend the restrictions and covenants at any time by filing an appropriate instrument with the Clerk of Cherokee County.

6. These covenants, restrictions and conditions shall run with the land and 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. 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 tract against any persons or persons violating or attempting to violate 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

7. 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. 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. In the event that any portion of these covenants and restrictions conflicts with any law or regulation of any governmental agency, then, such law or regulation shall control. 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.

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

President Barry Starcher
Barry Starcher

3/28/97

Vice President Douglas Adcock
Douglas Adcock

3-28-97

Secretary Jerry Kinsey
Jerry Kinsey

4-11-97

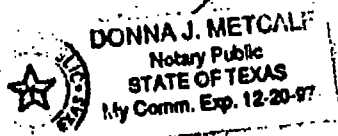
Treasurer Archie James
Archie James

3/28/97

The State of Texas
County of Smith

This instrument was acknowledged before me on 3-28-97

by Barry Starcher



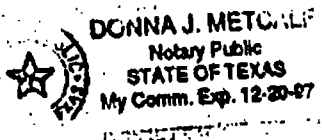
Donna J. Metcalf
Notary Public, State of Texas

My commission expires 12-20-97

The State of Texas
County of Smith

This instrument was acknowledged before me on 3-28-97 ^a
Archie Jones

by Archie Jones



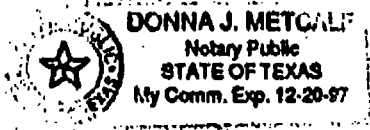
Donna J. Metcalf
Notary Public, State of Texas

My commission expires 12-20-97

The State of Texas
County of Smith

This instrument was acknowledged before me on 3-28-97

by Douglas Adcock



Donna J. Metcalf
Notary Public, State of Texas

My commission expires 12-20-97

The State of Texas
County of Smith

This instrument was acknowledged before me on 4-11-97

by Jerry Kinsey



Misty Marie Gurney
Notary Public, State of Texas

My commission expires 10-11-2000

STATE OF TEXAS }
COUNTY OF CHEROKEE }
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me, and was duly
RECORDED, in the volume and page of the named RECORD,
of Cherokee County, Texas as stamped herein by me, at

APR 15 1997

Shirley Spaw
COUNTY CLERK
CHEROKEE COUNTY, TEXAS

Shirley Spaw COUNTY CLERK
CHEROKEE COUNTY, TEXAS
DEPUTY
97 APR 15 AM 11:03
FILED
FOR RECORD

**AMMENDMENT TO RESTRICTIONS AND COVENANTS
EASTDALE ACRES A SUBDIVISION OF CHEROKEE COUNTY, TEXAS**

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

WHEREAS, said Restrictions and Covenants are recorded in Volume 707, page 39 of the Land Records of Cherokee County, Texas and,

WHEREAS, said Amendments to Restrictions and Covenant are recorded in volume 773, page 390; volume 824, page 56 and volume 1397, page 695 of the Land Records of Cherokee County, Texas

WHEREAS, said Restrictions and Covenants 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%) of the residential lots: and,

WHEREAS, the undersigned constitute fifty one percent (51%) or more of the owners of said residential lots; and, Covenants as hereinafter described.

NOW, THEREFORE, the said Restrictions and Covenants are hereby changed, altered and amended as follows:

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 impose the following restrictions, covenants and reservations which shall be binding on all purchasers, owners, their successors or assigns.

1. All tracts shall be residential in character and in use. No tract may be subdivided into tracts of less than one surface acre of land above the 355 foot mean sea level flood line. Any subdivision of any platted tract shall be subject to the prior written consent of the POA. Any tract resulting from such subdivision must provide an easement of ten feet around the perimeter of the tract with a twenty foot easement on the boundary on any road. No structure shall be erected in this easement. No duplexes, apartments or other multi-family dwellings shall be permitted. No soil shall be removed for any commercial use. 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 brush. No outside toilet, cesspool or privy shall be erected or maintained. Water wells, septic tank systems and sanitary plumbing shall conform to all requirement of applicable authorities. including the POA. No ground fires shall be built or maintained on any lot. No signs shall be displayed except those of the POA except with prior express written consent of the POA. To promote security and safety, no gun, pistol or weapon of any kind shall be discharged in the subdivision. In addition, the POA shall have the right

to make and distribute to owners and purchasers of tracts rules and regulations regarding fishing and boating and all other uses of waters not a part of Lake Palestine, construction on and use of the shores of said water, the keeping of pets and livestock on all tracts, regulation of traffic on roads, use of the common facilities and any other regulations that the POA may deem necessary for security, safety and for the preservation of the ecology and beauty of the area.

2. Each tract shall be kept and maintained in a neat and orderly condition. No noxious or offensive activity which may become a nuisance to other owners or which may endanger property or improvements shall be permitted. No garbage or trash shall be allowed to accumulate. In case, in the opinion of the POA, there is an infraction or condition remedied with costs charged against the tract and, if necessary, a lien placed against said tract for such costs.

3. No building, structure, or any improvement 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. All construction must conform to all current governmental requirements. Any building or structure shall be completed as to the outside appearance and finish within 150 days of its commencement date. 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 twenty feet. Each primary resident building shall contain at least 1250 square feet of heated and air conditioned living area. The exterior must be residential in character, no metal sidings or metal roof (an exception can be granted by the architectural board for factory painted commercial or architectural roofing). Houses must be newly constructed of new materials. (Exceptions can be granted by the architectural board for moving in older homes of exceptional character). Additions, guest houses, carports and storage buildings must conform with house plans and be approved before construction. Any house placed in Eastdale Acres must be provided with water, sewage and electricity before being occupied. Houses in Eastdale Acres must be properly landscaped to enhance the appearance and the debris from construction removed as promptly as possible. 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 sub-division. Effective September 12, 1998 all new homes built in Eastdale Acres must be constructed "on site". No trailer, motor home, mobile home, manufactured home (as defined by the manufactured home association), tent, shack or similar structure shall be used as a permanent residence on any lot unless otherwise provided herein. No "on site" constructed home in Eastdale Acres may be replaced with a manufactured home. Individuals who have committed to the purchase and placement of a manufactured home in Eastdale Acres, and have notified the Board of their intent as of September 12, 1998, may continue with

their plans and are given an exemption to the manufactured home restriction for 180 days. 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.

4. 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 covenants to be a member of said association and to pay to 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 costs and reasonable attorney fees incurred in the collection of same.

5. POA members of the legal title to fifty one percent of the tracts in the subdivision, as shown by the Deed Records of Cherokee County, may amend the restrictions and covenants at any time by filing an appropriate instrument with the Clerk of Cherokee County.

6. These covenants, restrictions and conditions shall run with the land and 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. 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 tract against any persons or persons violating or attempting to violate 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

7. 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. 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. In the event that any portion of these covenants and restrictions conflicts with any law or regulation of any governmental agency, then, such law or regulation shall control. 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.

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

President Barry Starcher
Barry Starcher

9/15/98

Vice President Terry Sheldon
Terry Sheldon

9/15/98

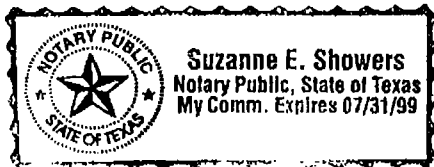
Treasurer Pam Welmaker
Pam Welmaker

9-15-98

The State of Texas
County of Cherokee

This instrument was acknowledged before me on Sept. 15, 1998

by Barry Starcher, Terry Sheldon, Pam Welmaker



Suzanne E. Showers
Notary Public, State of Texas

My commission expires 7/31/99

The State of Texas
County of Smith

Secretary Suzanne Showers
Suzanne Showers

This instrument was acknowledged before me on Sept. 16, 1998

by Suzanne Showers



NANCY HOUSTON
MY COMMISSION EXPIRES
May 12, 1999

Nancy Houston
Notary Public, State of Texas

My commission expires May 12, 1999

The State of Texas
County of Smith

FILED FOR RECORD
at 3 o'clock P M.

SEP 16 1998

LAVENNE LUSK
CLERK, COUNTY COURT CHEROKEE CO., TX
Deputy

STATE OF TEXAS }
COUNTY OF CHEROKEE }
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me, and was duly
RECORDED, in the volume and page of the named RECORDS
of Cherokee County, Texas as stamped hereon by me, on

SEP 16 1998



Laverne Lusk
COUNTY CLERK
CHEROKEE COUNTY, TEXAS

AMMENDMENT TO RESTRICTIONS AND COVENANTS**EASTDALE ACRES A SUBDIVISION OF CHEROKEE COUNTY, TEXAS**

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

WHEREAS, said Restrictions and Covenants are recorded in Volume 707, page 39 of the Land Records of Cherokee County, Texas and,

WHEREAS, said Amendments to Restrictions and Covenant are recorded in volume 773, page 390 and volume 824, page 56 of the Land Records of Cherokee County, Texas and,

WHEREAS, said Restrictions and Covenants 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%) of the residential lots: and,

WHEREAS, the undersigned constitute fifty one percent (51%) or more of the owners of said residential lots; and, Covenants as hereinafter described.

NOW, THEREFORE, the said Restrictions and Covenants are hereby changed, altered and amended as follows:

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 impose the following restrictions, covenants and reservations which shall be binding on all purchasers, owners, their successors or assigns.

1. All tracts shall be residential in character and in use. No tract may be subdivided into tracts of less than one surface acre of land above the 355 foot mean sea level flood line. Any subdivision of any platted tract shall be subject to the prior written consent of the POA. Any tract resulting from such subdivision must provide an easement of ten feet around the perimeter of the tract with a twenty foot easement on the boundary on any road. No structure shall be erected in this easement. No duplexes, apartments or other multi-family dwellings shall be permitted. No soil shall be removed for any commercial use. 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 brush. No outside toilet, cesspool or privy shall be erected or maintained. Water wells, septic tank systems and sanitary plumbing shall conform to all requirement of applicable authorities. including the POA. No ground fires shall be built or maintained on any lot. No signs shall be displayed except those of the POA except with prior express written consent of the POA. To promote security and safety, no gun, pistol or weapon of any kind shall be discharged in the subdivision. In addition, the POA shall have the right

to make and distribute to owners and purchasers of tracts rules and regulations regarding fishing and boating and all other uses of waters not a part of Lake Palestine, construction on and use of the shores of said water, the keeping of pets and livestock on all tracts, regulation of traffic on roads, use of the common facilities and any other regulations that the POA may deem necessary for security, safety and for the preservation of the ecology and beauty of the area.

2. Each tract shall be kept and maintained in a neat and orderly condition. No noxious or offensive activity which may become a nuisance to other owners or which may endanger property or improvements shall be permitted. No garbage or trash shall be allowed to accumulate. In case, in the opinion of the POA, there is an infraction or condition remedied with costs charged against the tract and, if necessary, a lien placed against aid tract for such costs.

3. No building, structure, or any improvement 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. Any building, manufactured home or structure shall be completed as to the outside appearance and finish within 150 days of its commencement date. 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 twenty feet. Each primary resident building shall contain at least 1250 square feet of heated and air conditioned living area. The exterior must be residential in character, no metal sidings or metal roof (an exception can be granted by the architectural board for factory painted commercial or architectural roofing). Shell type and manufactured homes must be completely skirted using the same material as the siding, masonry or stone, except for houses on piers designed to be open underneath. Houses must be newly constructed of new materials. (Exceptions can be granted by the architectural board for moving in older homes of exceptional character). Additions, guest houses, carports and storage buildings must conform with house plans and be approved before construction. Any house placed in Eastdale Acres must be provided with water, sewage and electricity before being occupied. Houses placed in Eastdale Acres must be properly landscaped to enhance the appearance and the debris from construction removed as promptly as possible. 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 sub-division. No trailer, mobile home, tent, shack or similar structure shall be used as a permanent residence on any lot. All construction must conform to all current governmental requirements.

4. 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 covenants to be a member of said association and to pay to 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 costs and reasonable attorney fees incurred in the collection of same.

5. POA members of the legal title to fifty one percent of the tracts in the subdivision, as shown by the Deed Records of Cherokee County, may amend the restrictions and covenants at any time by filing an appropriate instrument with the Clerk of Cherokee County.

6. These covenants, restrictions and conditions shall run with the land and 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. 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 tract against any persons or persons violating or attempting to violate 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

7. 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. 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. In the event that any portion of these covenants and restrictions conflicts with any law or regulation of any governmental agency, then, such law or regulation shall control. 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.

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

President Barry Starcher
Barry Starcher

9/2/98

Vice President Terry Sheldon
Terry Sheldon

9/2/98

Treasurer Pam Welmaker
Pam Welmaker

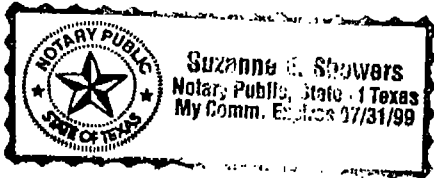
9-2-98

The State of Texas
County of Cherokee

This instrument was acknowledged before me on September 2, 1998

by _____

Suzanne E. Showers
Notary Public, State of Texas



My commission expires 7/31/99

The State of Texas
County of Cherokee

Secretary Suzanne Showers
Suzanne Showers

September 3, 1998

This instrument was acknowledged before me on September 3, 1998

by Suzanne Showers

Christine Barlow
Notary Public, State of Texas



My commission expires 02-09-

The State of Texas
County of _____

STATE OF TEXAS }
COUNTY OF CHEROKEE }
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me, and was duly
RECORDED, in the volume and page of the named RECORDS
of Cherokee County, Texas as stamped herein by me, on

SEP 3 1998



Laurne Lusk
COUNTY CLERK
CHEROKEE COUNTY, TEXAS

FILED
FOR RECORD

98 SEP -3 PM 2:38
COUNTY CLERK
CHEROKEE COUNTY, TEXAS

**CORRECTED AND RESTATED AMENDMENT TO RESTRICTIONS FOR
EASTDALE ACRES, A SUBDIVISION OF CHEROKEE COUNTY, TEXAS**

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

WHEREAS, SAID original Restrictions and Covenants are recorded in Volume 707, page 39 of the Land Records of Cherokee County, Texas and,

WHEREAS there are currently five amendments to said Restrictions and Covenants recorded in Volume 773, Page 390, & Volume 824, Page 56, & Volume 1338, Page 384, & Volume 1397, Page 695, and Volume 1399, Page 148 of the Land Records of Cherokee County, Texas, and

WHEREAS, the Amendment to Restrictions and Covenants Eastdale Acres, A Subdivision of Cherokee County, Texas, as recorded in Volume 1397, Page 695 of the Official Records of Cherokee County, Texas ("Fourth Amendment") should have stated that previously the Restrictions and Covenants could not be altered, amended, or revoked in whole or in part except by petition of the owners of at least seventy percent (70%) of the residential lots; and

WHEREAS, the undersigned did represent at the time seventy percent (70%) or more of the owners of said residential lots;

WHEREAS, the Item 5 of Fourth Amendment provided that future Restrictions and Covenants cannot be altered, amended, or revoked in whole or in part except by a filing of the Property Owners Association members of legal title to fifty-one percent (51%) of the residential tracts.

NOW, THEREFORE, the said Restrictions and Covenants are hereby corrected, changed, altered and amended as follows:

1. The recitals listed above are incorporated herein for all purposes.
2. All provisions of the Fourth Amendment, filed of record in Volume 1397, Page 695 and the Fifth Amendment, filed of record in Volume 1399, page 148 are hereby imposed on all purchasers, owners, and their successors or assigns of residential lots in the subdivision to be effective as of September 16th, 1998.

This amendment changes and modifies the Original Restrictions and Covenants and all preceding amendments to the Restrictions and Covenants for Eastdale Acres and is hereby approved by the owners of at least seventy percent (70%) of the residential lots, dated this 1st day of March, 2005, to be effective as of September 16th, 1998.

President Barry Starcher
Barry Starcher

3/9/05

Vice President Terry Sheldon
Terry Sheldon

3/14/05

Treasurer Pam Welmaker
Pam Welmaker

3-4-05

Secretary Susanne Showers
Susanne Showers

3/14/05

The State of Texas
County of Cherokee

This instrument was acknowledged before me on March 04, 2005
by Barry Starcher, Terry Sheldon Susanne Showers & Pam Welmaker.

Nanette R. Moss
Notary Public, State of Texas
My commission expires July 17, 2007



After recording return to:
Eastdale Property Owners Association
C/O Susan Campbell, Secretary
PO Box 209
Bullard, TX 75757-0209

Honorable Laverne Lusk, County Clerk
Cherokee County

Mar 07, 2005

STATE OF TEXAS COUNTY OF CHEROKEE
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Cherokee County
as stamped hereon by me.

Document Number: 00536432
Honorable Laverne Lusk
County Clerk
By Janet Pierce, Deputy
Cherokee County

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Mar 07, 2005 at 09:53A

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

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

WHEREAS, SAID original Restrictions and Covenants are recorded in Volume 707, page 39 of the Land Records of Cherokee County, Texas and,

WHEREAS, there are currently five amendments to said Restrictions and Covenants, recorded in volume 773, page 390, & volume 824, page 56, & volume 1338, page 384, & volume 1397, page 695, and volume 1399, page 148 of 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%) of the residential lots, and

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

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

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 impose the following restrictions, covenants and reservations, which shall be binding on all purchasers, owners, their successors or assigns.

LAND USE

1. All tracts shall be residential in character and in use. No tract may be subdivided into tracts of less than one surface acre of land above the 355 foot mean sea level flood line. Any subdivision of any platted tract shall be subject to the prior written consent of the POA. Any tract resulting from such subdivision must provide an easement of ten feet around the perimeter of the tract with a twenty foot easement on the boundary on any road. No structure shall be erected in this easement. No duplexes, apartments or other multi-family dwellings shall be permitted. No soil shall be removed for any commercial use. 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. No outside toilet, cesspool or privy shall be erected or maintained. Water wells, septic systems and sanitary plumbing shall conform to all requirements of applicable authorities, including the POA. No UNATTENDED ground fires shall be built or maintained on any lot.
2. Tract 47 of said subdivision as shown on the plat thereof may be used for residential purposes or for a church. No church or other religious organization which owns tract 47 may become a member of 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. 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.

NUISANCES

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

IMPROVEMENTS

4. NO BUILDING, STRUCTURE, OR ANY IMPROVEMENT 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. Any building or structure shall be completed as to the outside appearance and finish within 150 days of its commencement date. 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. Each primary residential building shall contain at least 1250 square feet of heated and air conditioned living area. 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). Houses must be newly constructed of new materials. (Exceptions can be granted by the POA for moving in older homes of exceptional character). Additions: any guest houses, carports and storage buildings must conform to original house plans and be approved before construction. Any house placed in Eastdale Acres must be provided with water, sewage and electricity before being occupied. Houses placed in Eastdale Acres must be properly landscaped to enhance the appearance and the debris from construction removed as promptly as possible. 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. Effective 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. All construction must conform to all current governmental requirements.

TERMS

5. 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. There shall be one vote per tract.

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.

The provisions of this declaration shall be liberally construed as a whole to effectuate the purpose of this declaration. 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 mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust.

PROPERTY OWNERS ASSOCIATION RESPONSIBILITIES

6. The POA shall be responsible for definition and enforcement of all deed restrictions. 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 costs and reasonable attorney fees incurred in the collection of same. No signs shall be displayed except those of the POA except with prior express written consent of the POA. In addition, the POA shall have the right to make and distribute to owners and purchasers of tracts rules and regulations regarding fishing and boating and all other uses of waters not a part of Lake Palestine, construction on and use of the shores of said waters, the keeping of pets and livestock on all tracts, regulation of traffic on roads, use of the common facilities and any other regulations that the POA may deem necessary for security, safety and for the preservation of the ecology and beauty of the area.

VIOLATIONS

7. 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. In case, if in the opinion of the POA, 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. 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. 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. In the event that any portion of these covenants and restrictions conflicts with any law or regulation of any governmental agency, the, such law or regulation shall control. 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. All disputes will be handled in Cherokee County, first by mediation, and then binding arbitration. All attorney fees and costs of mediation and binding arbitration

shall be recoverable by the prevailing party. Any Restrictive Covenant declared invalid shall not affect other provisions. Any Restrictive Covenant, which shall require a person to violate the law, shall yield to said law. Failure to enforce a restriction does not constitute a waiver of said restriction.

GRANDFATHERED IMPROVEMENTS

- 8. Any violations of these deed restrictions and covenants which existed prior to the date of filing of this document shall be grandfathered, with the understanding that in the future should the improvements be abandoned or destroyed, they will be replaced in compliance with these deed restrictions.
 - a. 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.
 - i. In the event that a manufactured home on a vested lot is abandoned, the lot will no longer be vested, and must to be replaced with a site build home. "Abandoned" is herein defined as not being hooked up to electric service for 6 months or more.
 - ii. 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.

President Eddie Pruitt
Eddie Pruitt

11/1/2005

Vice President R. C. "Kit" Campbell
R. C. "Kit" Campbell

11/1/2005

The State of Texas
County of Cherokee

This instrument was acknowledged before me on

November 01, 2005

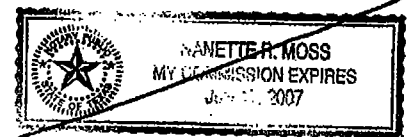
by Eddie Pruitt & R. C. "Kit" Campbell.

Nanette R. Moss
Notary Public, State of Texas

My commission expires July 17, 2007

After recording return to:

Eastdale Property Owners Association
C/O Charles Bishop, Secretary
PO Box 209
Bullard, TX 75757-0209



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Nov 07, 2005 at 10:01A

Document Number: 00544829

Honorable Laverne Lusk
County Clerk
By
Shannon Cornelius, Deputy
Cherokee County

STATE OF TENNESSEE COUNTY OF CHEROKEE

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Cherokee County
as stamped hereon by me.

Nov 07, 2005

Honorable Laverne Lusk, County Clerk
Cherokee County

ALIC

Eastdale Acres POA
PO Box 209
Bullard, TX 75757

EASTDALE ACRES

PROPERTY OWNERS
ASSOCIATION

DEED RESTRICTIONS

and

COVENANTS

AMENDED

2018

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

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:

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 impose the following restrictions, covenants and reservations, which shall be binding on all purchasers, owners, their successors or assigns.

LAND USE

1. All tracts shall be residential in character and in use. No tract may be subdivided into tracts of less than one surface acre of land above the 355 foot mean sea level flood line. Any subdivision of any platted tract shall be subject to the prior written consent of the POA. 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. 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. No soil shall be removed for any commercial use. 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. No outside toilet, cesspool or privy shall be erected or maintained. Water wells, septic systems and sanitary plumbing shall conform to all requirements of applicable authorities, including the POA. No UNATTENDED ground fires shall be built or maintained on any lot.
2. All off road vehicles are to stay on the road not on easements of property owners or in common areas. 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.

3. Tract 47 of said subdivision as shown on the plat thereof may be used for residential purposes or for a church. 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. 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.

NUISANCES

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

IMPROVEMENTS

5. 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 AFOREMENTIONED ARE APPROVED IN WRITING BY THE POA. The construction of any building or structure must begin not 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 submitted for approval before construction begins. Any building or structure shall be completed as to the outside appearance and finished within 150 days of its commencement date. 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. Each primary residential build shall contain at least 1250 square feet of heated and air conditioned living area. 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). Houses must be newly constructed of new materials. (Exceptions can be granted by the POA for moving in older homes of exceptional character.) Additions: any guest houses, carports and storage buildings must conform to original house plans and be approved before construction. Any house placed in Eastdale Acres must be provided with water, sewage and electricity before being occupied. Houses placed in Eastdale Acres must be properly landscaped to

enhance the appearance and the debris from construction removed as promptly as possible. 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. 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. All construction must conform to all current governmental requirements.

TERMS

6. 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. There shall be one vote per tract. 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.

The provisions of this declaration shall be liberally construed as a whole to effectuate the purpose of this declaration. 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.

PROPERTY OWNERS ASSOCIATION RESPONSIBILITIES

7. The POA shall be responsible for definition and enforcement of all deed restrictions. 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. No signs shall be displayed except those of the POA except with prior express written consent of the POA. In addition, the POA shall have the right to make and distribute to owners and purchasers of tracts rules and regulations regarding fishing and boating and all other uses of waters not a part of Lake Palestine, construction on and use of the shores of said waters, the keeping of pets and livestock on all tracts, regulation of traffic on roads, use of the common facilities and any other

regulations that the POA may deem necessary for security, safety and for the preservation of ecology and beauty of the area.

VIOLATIONS

8. 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. In case, if in the opinion of the POA, 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.

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. 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. In the event that any portion of these covenants and restrictions conflicts with any law or regulation of any governmental agency, the, such law or regulation shall control. 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. All disputes will be handled in Cherokee County, first by mediation, and then binding arbitration. All attorney fees and costs of mediation and binding arbitration shall be recoverable by the prevailing party. Any Restrictive Covenant declared invalid shall not affect other provisions. Any Restrictive Covenant, which shall require a person to violate the law, shall yield to said law. Failure to enforce a restriction does not constitute a waiver of said restriction.

GRANDFATHERED IMPROVEMENTS

9. Any violations of these deed restrictions and covenants which existed prior to the date of filing of this document shall be grandfathered, with the understanding that in the future should the improvements be abandoned or destroyed, they shall be replaced in compliance with these deed restrictions.
 - a. 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.
 - i. 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.

- ii. 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 1st. day of December, 2018
by a 51% vote of the Members of Record at Special Meeting, Eastdale Acres POA.

President Signature Cynthia E Brevell

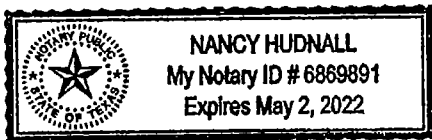
President Printed Cynthia E Brevell

Secretary Signature Marilyn Howard

Secretary Printed Marilyn Howard

STATE OF TEXAS
COUNTY OF CHEROKEE

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON MARCH 19, 2019 BY Cynthia E Brevell
& Marilyn Howard.



Nancy Hudnall
NOTARY
Nancy Hudnall

Filed for Record in:
Official Public Records
Cherokee County

On: Mar 19, 2019 at 12:22P

As a
Recording

Document Number: 00679232

By:
Marion Loftin,
Deputy

STATE OF TEXAS COUNTY OF CHEROKEE

I hereby certify that this instrument
was filed on the date and time stamped
hereon by me and was duly recorded in
the volume and page of the named
records of:

Cherokee County
as stamped hereon by me.

Mar 19, 2019

HONORABLE Laverne Lusk, COUNTY CLERK
Cherokee County

#36 Eastdale Acres Property Owners
P.O. Box 209
Bullard, TX
75757

