

UNIT 1

VOL 2237 PAGE 457 112

FILED
MARY MORRIS
COUNTY CLERK

1984 MAR 20 PM 3:39

SMITH COUNTY, TEXAS
BY Sandy Jackson
DEPUTY

9847

Tahoe East, a Texas General Partnership
To
The Public

STATE OF TEXAS

I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH

I

That Tahoe East, a Texas General Partnership, being the owner of a majority of the lots shown on the Plat of Unit No. 1, "L" Cra-Mar Estates Subdivision, as recorded in Volume 6, page 59, Plat Records of Smith County, Texas, having found the restrictions, covenants and conditions filed of record in Volume 1427, page 481 of the Deed Records of Smith County, Texas, should be amended in order to maintain the character and value of the lots contained therein, does hereby amend the above referenced restrictions, covenants and conditions in accordance with the provisions contained therein and does hereby impress each of the specifically numbered lots designated on said Plat with the following restrictions, covenants and conditions in place of and instead of those above referenced for the purpose of carrying out a general plan of development and maintenance of the subject premises:

1. No lot shall be used for other than residential purposes, and no soil or trees shall be removed for any commercial use. Cutting of trees shall be limited to the extent necessary for clearing the foundation site for construction; any additional cutting of trees shall be done only upon written approval of TAHOE EAST, A Texas Partnership, its successors and assigns.

2. No buildings, fence or structure of any kind shall be located on any lot nearer to the front than twenty-five (25) feet, and no building nearer than twenty-five (25) feet to rear lot line and, no nearer than fifteen (15) feet from one side lot line and six (6) feet from the other side line, except, however, that as to lots which are immediately adjacent to Lake Palestine, buildings or improvements may be constructed thereon to a point ten (10) feet distant from the 355' elevation line. The floor area of any dwelling or cottage, exclusive of garage, porches, and basement, shall not be less than the following:

All waterfront lots 1,600 sq. ft.
All other lots 1,400 sq. ft.

(A) One and one-half story and two story homes must have a minimum of 1,000 square feet on ground floor exclusive of basements, garages, porches or patios. Plans and materials to be used in the construction of any and all structures, fences, walls, sidewalks, etc., must be approved in writing by TAHOE EAST prior to beginning construction. Plans must include:

1. Plot plan to be shown on the specific lot on a map furnished by TAHOE EAST;
2. Preliminary floor plan to be shown on a map of the individual lot;
3. Preliminary architectural elevation;
4. Proposed lot drainage plan;
5. Landscape and Exterior Lighting plans;
6. Septic Tank Plan.

(B) Walls and Fencing: All screening walls must be constructed of an approved material. Complete plans (including gates) for any walls, fence or hedge, showing materials to be used, location and height must be submitted to TAHOE EAST for approval prior to construction.

(C) Swimming pools, built to Tyler City codes, will be allowed when detailed construction plans showing locations, materials to be used, etc., have been submitted to TAHOE EAST and approved.

3. No structure of a temporary character, boat trailer, car trailer, trailer used for hauling, mobile home, camper, tent, shack, garage, or other outbuilding shall be stored on any lot at any time, either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of the house it is intended to serve.

All garages will be required to have the garage doors closed when the garage is not in use. TAHOE EAST approval will be required on all garage locations and materials for appearance of doors and gates. All garages must have a minimum of 20 feet of apron or drive directly in front of entrances.

Permanent parking of any extra trailers or fuel operated vehicles will not be allowed on any vacant lot, residential street, or within 25 feet of the front easement of any lot on which there is a home.

All improvements shall be completed within six (6) months from the beginning of construction. No out-houses shall be permitted on any part of the property; all lavatories, toilets, and bath facilities shall be installed indoors.

No installation for the disposal of sanitary sewage shall be constructed or operated, unless the installation shall meet and continue to meet all the requirements of every government authority having jurisdiction, and shall have been approved in writing by TAHOE EAST, or its successors or assigns. All lavatories, toilets and bath facilities shall be completely installed and functioning before the residence is occupied. Garbage on the premises shall be kept in water-tight containers with tight fitting covers, and no cans, bottles, paper, trash or rubbish shall be placed, deposited, accumulated or thrown on the ground or in any place except a proper container as aforesaid.

4. No animals, livestock or poultry of any kind shall be raised, bred, boarded or kept on any lot except by the express written consent of TAHOE EAST, excepting dogs, cats or other household pets provided they are not a nuisance to area property owners. Fires must be contained, enclosed, and carefully supervised. Use of firearms on the premises is prohibited except in areas that may be designated for such purpose by TAHOE EAST, its successors and assigns.
5. No building, pier or boathouse shall be erected on any lot until the plans, specifications, and plot-plan therefor have been approved in writing by TAHOE EAST, its successors and assigns, and any governmental authority having jurisdiction. Driveways crossing side ditches shall be constructed to a minimum width of ten (10) feet with culvert pipe drains laid to the profile of the ditch invert. No culvert pipe shall be smaller than twelve (12) inches in diameter.
6. TAHOE EAST reserves to itself, its successors and assigns, an easement or right-of-way over a ten (10) foot strip inside and adjoining the rear and street boundary lines of all lots in the subdivision, for the purpose of installation or maintenance of utilities and CATV system, including, but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines therefore, including the right to remove and trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation on the part of TAHOE EAST to supply such services. No buildings, structures or fences shall be constructed or maintained on, across or along such easement strips.
7. No noxious, immoral, illegal or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision in which said lot is located.

8. In the event of a transfer of title by virtue of foreclosure, TAHOE EAST, its successors or assigns shall have an absolute right of first refusal to purchase said lot from any such transferee or transferees in the event they shall decide to sell, transfer or convey the same; provided, however, that TAHOE EAST, its successors or assigns, must within thirty (30) days from the date of a transfer of title to such lot by virtue of foreclosure, probate of will, or intestate succession, or within thirty (30) days after written notice to TAHOE EAST, its successors or assigns of such transfer, whichever last occurs, give written notice to any such transferee or transferees, in the event that such transferee or transferees shall decide to sell, transfer or convey said lot. If such written notice to purchase is not given, as above stated, within said thirty (30) day period by TAHOE EAST, its successors or assigns, the absolute right as aforesaid of TAHOE EAST, its successors or assigns, to purchase said lot shall be waived and shall be of no force or effect.
9. Notwithstanding anything to the contrary contained herein, TAHOE EAST, its successors and assigns, reserves for itself and its designated agent or agents the right to use any unsold lot or lots in said subdivision for a temporary office location and the right to place a sign or signs on any unsold lot in the subject subdivision, together with further right to dedicate and/or use such lots in said subdivision as they may deem necessary or desirable for the use or benefit of property owners.
10. These restrictions, covenants and conditions, may be enforced by TAHOE EAST, and/or TAHOE EAST PROPERTY OWNER ASSOCIATION, their successors or assigns, or by the owner or owners of any lot in said subdivision, either by proceedings for injunction or to recover damages for breach thereof, or both, but no breach shall affect the validity of any mortgage, vendor's lien, deed of trust or mechanic's-materialmen's contract given in connection with purchase of any lot of construction or improvements thereon.
11. These restrictions, covenants, and conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of such restrictions, covenants, and conditions being first impressed upon said property and subdivision, after which time said restrictions, covenants, and conditions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the lot owners in said subdivision has been recorded, agreeing to a change in said restrictions, covenants, and conditions in whole or in part.

If any portion of these restrictions, covenants, and conditions shall be declared invalid by judgment or Court Order, it shall not affect the validity of any other provision or portion thereof.
12. The owner of each lot shall keep it free of trash, weeds and debris at all times. Upon failure to perform such obligation, TAHOE EAST may at its option have the lot cleaned, and the expenses thereof shall be and constitute a lien upon said lands payable by owner of said lot. No signs may be maintained on any lot except as approved in writing by TAHOE EAST.

Executed by Tahoe East, a Texas General Partnership, this
15th day of March, 1984.

TAHOE EAST, a Texas
General Partnership

By: [Signature]
Orlando Padron, Jr.

By: [Signature]
Mark Alan Armstrong

STATE OF TEXAS I

COUNTY OF SMITH I

This instrument was acknowledged before me on the 15th
day of March, 1984, by Orlando Padron, Jr. and Mark
Alan Armstrong, partners, on behalf of TAHOE EAST, a Texas
General Partnership.



Theresa D. Bradshaw
Notary Public in and for the
State of Texas

My Commission Expires: 3/26/85

STATE OF TEXAS COUNTY OF SMITH
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 Smith
County, Texas.



MAR 22 1984

MARY MORRIS
COUNTY CLERK, Smith County, Texas
By _____ Deputy

[< Back to Previous Page](#)



Smith County Clerk
Karen Phillips
200 E. Ferguson, Suite 300
Tyler TX 75702

Purchased By: Teresa Harris
Order ID: 14105592
Receipt Date: Nov. 25, 2025

INSTRUMENT NUMBER	DOCUMENT	# PAGES	DOWNLOAD	PRICE
19840100009847	RESTRICTION	All (5)	Download PDF	\$1.00

Subtotal: \$1.00
Convenience Fees: \$2.00
Total: \$3.00