

**DECLARATION OF RESTRICTIVE COVENANTS**  
**FOR**  
**NORTH SHORE UNITS 1, 1A, 2, 4, 7, AND 7A**

This declaration is made this day of \_\_\_\_\_, as the owners of the following described property situated in San Patricio County, Texas, to wit:

NORTH SHORE UNIT 1: A subdivision in the City of Portland, San Patricio County, Texas, being a 2.817 acre tract out of Certificate No. 37, Abstract 284, T. T. Williamson Survey, San Patricio County, Texas, as shown by a map or plat thereof and a replat of Bayview at North Shore Unit I recorded in Volume 13, Page 84 Map Records, San Patricio County, Texas, reference to which is here made for all purposes, which property is hereinafter referred to as a "Subdivision";

NORTH SHORE UNIT 1A: A subdivision in the City of Portland, San Patricio County, Texas, being a 23.894 acre-tract out of Certificate No. 37, Abstract 284, and Certificate No. 39, Abstract 286, T. T. Williamson Survey, San Patricio County, Texas, as shown by map or plat thereof recorded in Volume 13, page 98 and 99, Map Records, San Patricio County, Texas, reference to which is here made for all purposes, which property is hereinafter referred to as a "Subdivision";

NORTH SHORE UNIT 2: A subdivision in the City of Portland, San Patricio County, Texas, being a 39.595 acre tract out of Certificate No. 37, Abstract 284, T. T. Williamson Survey, San Patricio County, Texas, as shown by map or plat thereof recorded in Volume 13, page 86-87, Map Records, San Patricio County, Texas, reference to which is here made for all purposes, which property is hereinafter referred to as a "Subdivision";

NORTH SHORE UNIT 4: A subdivision in the City of Portland, San Patricio County, Texas, being a 7.02 acre tract out of Certificate No. 37, Abstract 284, and Certificate No. 39, Abstract 286, T. T. Williamson Survey, San Patricio County, Texas, as shown by map or plat thereof recorded in Volume 13, page 85, Map Records, San Patricio County, Texas, reference to which is here made for all purposes, which property is hereinafter referred to as a "Subdivision";

NORTH SHORE UNIT 7A: A subdivision in the City of Portland, San Patricio County, Texas, as shown by a map or plat thereof recorded under County Clerk's File No. 338266 and plat amendment setting out the Blocks in instrument filed under Clerk's File No. 343700, San Patricio County, Texas, reference to which is here made for all purposes, which property is hereinafter referred to as a "Subdivision"; and

NORTH SHORE UNIT 7: A subdivision in the City of Portland, San Patricio County, Texas, as shown by map or plat of same as recorded under Clerk's File No. 338265, San Patricio County, Texas, reference to which is here made for all purposes, which property is hereinafter referred to as a "Subdivision";

and collectively as the "Subdivisions";

have subdivided such property into Lots (as hereinafter defined) and blocks with intervening streets, avenues, drives, parks, parkways and easements for drainage and utility facilities, and has dedicated said streets, avenues, drives, parks, parkways and easements as set forth on the above-mentioned map or plat of each Subdivision.

## **I. SCOPE OF RESTRICTIONS**

For the purpose of creating and carrying out a uniform plan for the improvement and sale of the Subdivisions and the Lots and blocks contained therein, as high-quality, restricted residential subdivisions, the following restrictions, conditions and use limitations are hereby established, adopted and imposed upon each Lot or parcel of land in the Subdivisions as shown by said map. Such restrictions, conditions and use limitations shall constitute covenants running with the land, shall be binding upon and inure to the benefit of the owner, its successors and assigns, and upon all persons acquiring property in the subdivision, whether by purchase, descent, devise, gift or otherwise, and each person, by the acceptance of title to any Lot of the Subdivisions, shall agree and covenant to abide by the terms, conditions, restrictions, and covenants as set forth herein. Such restrictions, conditions and use limitations shall be made a part of each contract and/or deed executed by, or on behalf of the owner, conveying a Lot or Lots within the Subdivisions, by reference to the place of record of this instrument. By acceptance thereof, the grantee, and all persons claiming under him/her, shall be subject to and bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered and accepted subject to all the terms, conditions and restrictions set out in this instrument. In the event, however, of the failure of any contract and/or deed to any Lot or Lots in the Subdivisions to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such Lot or Lots shall be construed to be subject to the terms of this instrument.

## **II. DEFINITIONS**

1. A "Street" shall be deemed to include any road, street, avenue, drive, court, square, circle, terrace, plaza, parkway, or passageway shown as a thoroughfare on the recorded map of such Subdivisions.
2. A "Lot" is a single-family residential building site in a Subdivision. Each Lot, except a Corner Lot, shall be deemed to "front" upon the Street which it abuts.

3. A "Corner Lot" is a Lot that abuts on more than one Street. A Corner Lot shall be deemed to front upon the Street abutting its smaller dimension.
4. "Association" shall mean and refer to the NORTH SHORE LANDOWNERS' ASSOCIATION, INC., its successors and assigns, as provided for in Article X hereof.

### **III. ARCHITECTURAL CONTROL**

1. There is hereby created an Architectural Control Committee, hereinafter sometimes referred to as the "Committee," which shall be composed of three (3) members. Each member shall serve until his/her successor is named, as provided herein, and shall be appointed after the election of officers at the annual meeting. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. No member of the Committee, or his/her designated representative, shall be entitled to any compensation for services performed hereunder. The record owners of a majority of the Lots in the Subdivisions shall have the power, at any time, through a duly recorded written instrument to change the membership of the Committee, to withdraw powers and duties from the Committee, or to restore the powers and duties of the Committee. Such action shall be effective upon recordation of a written instrument properly reflecting same.
2. No building or any other structure or improvement shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved, in writing, by the Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.
3. Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of such plans and specifications will be retained by the Committee and the other complete set will be marked "Approved", and returned to the Lot owner. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval.
4. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, and if no suit to enjoin the construction is commenced prior to the completion of such construction, then approval is presumed.

5. The committee shall have the right and authority to waive, modify, alter, change or approve any covenant, term, condition, or restriction where, in the opinion of the Committee, such change is necessary or required for the advantage and best appearance of the Subdivisions, in the following particulars, to wit:
  - (A) Change all restrictions in conflict where one Lot and all or a portion of other contiguous Lots are being used together for the purpose of building a single family residence.
  - (B) Modify these restrictions in the case of Lots which are unusual in size, or which are of an unusual or irregular shape, where such change is deemed for the advantage or best appearance of the immediate community.

#### **IV. GENERAL LAND USE**

1. All Lots in the Subdivisions shall be used for single-family dwellings and for no other purpose.
2. All improvements of any nature placed on any Lot shall be newly erected on the Lot and no secondhand or used building, or other improvements, shall be moved onto any Lots.
3. No commercial activity of any nature shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no part of said premises shall be used for the commercial treatment of tuberculosis or any other contagious or infectious disease, or for the purpose of medically or psychologically treating anyone with any sickness or illness. Only pets and animals ordinarily kept as pets in residential subdivisions (specifically excluding cattle, hogs, sheep, goats, poultry and horses) may be kept on any part of the Subdivisions, provided they are not kept or bred for commercial or business purposes.
4. No outdoor toilet shall be placed on any Lot except during the construction of improvements on a Lot.
5. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
6. No sign of any kind shall be displayed to the public view except;

- (A) One professional sign of not more than seven square feet advertising the property for sale, or signs used by a builder or realtor to advertise the property during the construction and initial sales period. The right is reserved by owner to construct and maintain such signs, billboards or advertising devices in connection with the general sale of property. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in the above, be erected, permitted or maintained on any lot without the express prior written consent of the Committee.
- (B) Signs advertising a political candidate or ballot item for an election. A sign cannot be placed sooner than 90 days before the scheduled election and may stay remain in place until 10 days after the election. The sign must be ground mounted and cannot be attached in any way to plant material, a light, trailer, vehicle, fence, or any other existing structure or object. The sign cannot contain any nonstandard decorative components i.e. roofing, siding, flora, balloons, or lights.

The term "owner," as used in this Section 6(A), shall refer to the entities and such successors or assigns of such entities to whom the right under this Section 6 is expressly and specifically transferred by owner.

- 7. No structure of a temporary nature, nor any trailer, basement, tent, shack, garage or other outbuildings, or any part thereof, shall be used as a residence or dwelling, either temporarily or permanently. Garages and outbuildings that are appurtenant to a residence may be erected on each building site upon which a main dwelling has been erected.
- 8. House trailers, boats, buses, trucks or similar vehicles, shall be parked only as and where approved by the Committee. No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind or portable buildings are to be permanently or semi-permanently stored in the public street right-of-way or on driveways or parking areas, except as and where approved by the Committee.
- 9. No repair work, dismantling or assembling of motor vehicles or any other machinery and equipment shall be done in any street, or front or side yard, on any Lot.
- 10. No firearms or fireworks of any kind shall be discharged on the property.
- 11. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot

may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

12. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residence, or other structure, is eighteen (18) months, and in allowing this length of time consideration is given to situations that might arise from said improvements being constructed by a purchaser in his/her spare time. Any failure to comply with this provision by not completing his/her structure within such time shall be construed a violation hereof and shall entitle any party hereto, or any party in interest, to maintain an action by mandatory injunction or for damages, or for both.
13. No garage or outbuilding apartments for rental purposes are permitted on any Lot. All living quarters on any Lot, other than in the main building, must be for the bona fide use of the owner's or occupant's immediate family or servants only.
14. No radio or television aerial or guy wires shall be maintained on any portion of any Lot forward of the front wall line of the main dwelling constructed on such Lot.
15. No mailbox shall be placed on any Lot, unless such mailbox is attached to the front of a single-family dwelling, or unless approved in writing by the Committee. No such mailbox which is not attached to the front shall be constructed or placed on any lot in that a central mailbox area has been designated for such sub-divisions.
16. Sports and recreational equipment shall be removed from street view when not in use.
17. This section may be supplemented by rules adopted by the Committee.

## **V. SIZE, DESIGN AND PLACEMENTS OF IMPROVEMENTS**

1. Facing: The main building on each Lot shall be constructed to face the street upon which such Lot fronts, as prescribed in Article II above, except that the Committee may authorize the construction of improvements on Corner Lots facing either diagonally across such Lot or facing the Street abutting the longer dimension of such Corner Lot.
2. Height and Floor Area Limitations: No building shall be permitted on any lot unless it complies with the following:
  - (A) No dwelling, garage or appurtenant building shall exceed two (2) stories in height.

- (B) As to all Lots in the Subdivisions, the enclosed ground floor area of the main dwelling of any two-story residence, exclusive of porches, garages (whether attached or detached), patios, breezeways or other appendages, shall contain a minimum of twelve hundred (1,200 sq. ft.) square feet.

(C) NORTH SHORE UNITS 1, 1A, & 4

- i. As to all Lots in said Subdivisions, except Lot 13, Block 2; Lots 1 and 8, Block 3; and Lots 14, 15, 16, and 17, Block 5, North Shore Unit 1A, the enclosed ground floor area of the main dwelling of any one-story residence, exclusive of porches, garages (whether attached or detached), patios, breezeways or other appendages, shall contain a minimum of two thousand (2,000 sq. ft.) square feet.
- ii. As to Lot 13, Block 2; Lots 1 and 8, Block 3; and Lots 14, 15, 16, and 17, Block 5 North Shore Unit 1A, no two story residences shall be permitted on such lots, the enclosed ground floor area of the main dwelling of any one-story residence, exclusive of porches, garages (whether attached or detached), patios, breezeways or other appendages, shall contain a minimum of three thousand (3,000 sq. ft.) square feet.
- iii. As to Lot 1, Block 2, North Shore Unit 1A; Lots 12, 13, 14, 15, 16, 17, 18, and 19, Block 1, North Shore Unit 1; Lots 26, 27, 28, 29, 30, 31, 32, and 33, Block 35, North Shore Unit 4; and Lots 11, 12, and 13, Block 36, North Shore Unit 4, the enclosed ground floor area of the main dwelling of any one-story residence, exclusive of porches, garages (whether attached or detached), patios, breezeways or other appendages, shall contain a minimum of two thousand two hundred (2,200 sq. ft.) square feet.

(D) NORTH SHORE UNITS 7 & 7A

- i. As to all Lots in said Subdivisions, except Lots 1 - 18 and 34 - 38, Block 35 in NORTH SHORE UNIT 7, the enclosed ground floor area of the main dwelling of any one-story residence, exclusive of porches, garages (whether attached or detached), patios, breezeways or other appendages, shall contain a minimum of two thousand (2,000 sq. ft.) square feet.
- ii. As to Lots 1 - 18 and 34 - 38, Block 35 in NORTH SHORE UNIT 7, the enclosed ground floor area of the main dwelling of any one-story residence, exclusive of porches, garages (whether attached or detached), patios, breezeways or other appendages, shall contain a minimum of two thousand five hundred (2,500 sq. ft.) square feet.

(E) NORTH SHORE UNIT 2

- i. As to all Lots in said Subdivision, except Lots 1, 2, 3, 4, 5, 6, and 7, Block 1; Lots 1, 2, 3, and 4, Block 2; and Lots 3, 4, 5, 6, 7, 8, 9, and 10, Block 3, the enclosed ground floor area of the main dwelling of any one-story residence, exclusive of porches, garages; (whether attached or detached), patios, breezeways or other appendages, shall contain a minimum of sixteen hundred (1,600 sq. ft.) square feet.
  - ii. As to Lots 1, 2, 3, 4, 5, 6 and 7, Block 1; Lots 1, 2, 3 and 4, Block 2; and Lots 3, 4, 5, 6, 7, 8, 9 and 10, Block 3, the enclosed ground floor area of the main dwelling of any one-story residence, exclusive of porches, garages (whether attached or detached), patios, breezeways or other appendages, shall contain a minimum of two thousand (2,000 sq. ft.) square feet.
3. Exterior Walls: The exterior walls of each main dwelling shall be at least eighty percent (80%) masonry, which shall include but shall not be limited to natural stone, brick or stucco, or a veneer of any of them. In determining the 80% masonry requirement, masonry walls or sections thereon will be measured from side to side and top to bottom and will include any openings that are within that area. Openings are not to be deducted and then included in the 20% on masonry exterior portions of the building. The materials used on the remaining portions of the exterior walls and other surface areas of the main building, and on any outbuildings or appendage thereto, except greenhouses, must be in harmony with the general architectural design of the main building, as determined by the Committee. No asbestos siding may be used for walls or trim, but asbestos may be used in sheeting form if approved by the Committee.
4. Roof: The pitch of the roof of each main building and all outbuildings, either attached or detached, is subject to the approval of the Committee, and in no event will flat roofs be permitted without Committee approval.

The following list of roofing materials is approved as acceptable roofing material:

- (A) Aluminum tile
- (B) Artificial simulated natural shingles/shakes – made with cement and a varied component, such as wood fiber or fiberglass
- (C) Artificial simulated natural slate – made with cement and a varied component, such as wood fiber or fiberglass
- (D) Clay tile - known as cap and pan, mission, or Spanish style tile
- (E) Concrete tile
- (F) Dimensional/Architectural Composition Shingles
- (G) Metal Roofing resembling shingles
- (H) Steel tile
- (I) Wood shingles/shakes – treated and certified for Class A fire protection



5. Foundations: On all main buildings and on all outbuildings, either attached or detached, all foundations must be of concrete and must be fully enclosed at the perimeter.
6. Fences or Walls: No fence or wall shall be erected, placed, altered, or maintained on any building site nearer to the front Lot line than the minimum building setback line shown on the recorded plat of the Subdivision, or in any event, forward of the front wall line of the main building. No fence shall be constructed higher than six feet, six inches (6'6"); and shall be subject to approval by the Committee. No chain link fences shall be permitted. Privacy walls or fences shall be installed on new homes for the purpose of screening a view of the equipment installed when the home is built. Equipment includes a/c units, pool pumps and filters, or any other accessory equipment installed that is visible from the street upon which the home faces. These privacy walls or fences shall be only high enough to completely screen the equipment, must be permanent, and of the same material as the wall or gable of the home.
7. Building Lines: No building shall be constructed on any Lot or Lots in said subdivision nearer the front Lot line than the setback line shown on the plat of such, Subdivision, nor farther away from the front Lot line than the Committee determines to be in harmony with existing buildings in the immediate vicinity. No portion of any main building shall be constructed nearer than six feet (6') to any interior Lot line. The side building lines for all Corner Lots shall be as indicated on the plat of said Subdivision. No building shall be constructed on any Lot nearer to the side Lot line than the distance herein specified or referred to, except that, in the case of any unusual or irregularly shaped Lot, buildings and other improvements may be constructed thereon as approved by the Committee.
8. Garage Location: Any garage, servant's quarters or any outbuilding of any kind detached from the main building shall be located on the rear one-third of the Lot, shall be located with reference to the side Lot line to conform to the Building Code and Zoning Ordinance of the City of Portland and shall not be constructed upon any portion of the easement along the rear or side property line of such Lot.

As to the following described Lots in the Subdivisions, to wit:

NORTH SHORE UNIT 1: Lots 12, 13, 14, 15, 16, 17, 18 and 19, Block 1 (such Lots fronting on Broadway Boulevard in said Subdivision);

NORTH SHORE UNIT 1A: Lot 1, Block 2 (such Lots fronting on Broadway Boulevard in said Subdivision);

NORTH SHORE UNIT 2: Lots 1, 2, 3, 4, 5, 6, and 7, Block 1: Lots 1, 2, 3, and 4, Block 2; and Lots 3, 4, 5, 6, 7, 8, 9, and 10, Block 3 (such Lots fronting on Broadway Boulevard in said Subdivision);

NORTH SHORE UNIT 4: Lots 26, 27, 28, 29, 30, 31, 32, and 33, Block 35 and Lots 11, 12, and 13, Block 36, (such Lots fronting on Broadway Boulevard in said Subdivision);

NORTH SHORE UNIT 7: Lots 14, 15, 16, 17, 18, 19, and 20, Block 36 (such Lots fronting on Broadway Boulevard in said Subdivision); and

NORTH SHORE UNIT 7A: Lots 1, and 2, Block 3, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 13;

all garages shall be located on the rear one-half of such Lots and shall be located to the rear of the main residential building, however, such garages are permitted to be attached to such main building and shall be located with reference to the side Lot line to conform to the Building Code and Zoning Ordinance of the City of Portland and shall not be constructed upon any portion of the easement along the rear or side property line of such Lot or Lots.

9. Upkeep: The owner of each Lot in the Subdivision shall be responsible for the proper maintenance and upkeep of such Lot at all times. The owner shall keep any weeds on such Lot neatly mowed, and shall not permit the accumulation of trash, rubbish or other unsightly articles on said Lot or the abutting easements or streets. The area between the pavement and the Lot line shall also be kept and maintained by the owner of the abutting Lot. If any Lot owner does not comply with the terms of this paragraph, then the Association is authorized to have such Lot cleaned and maintained in order to comply with the provisions of this paragraph for the account of the owner of said Lot, and the Association shall be entitled to reimbursement of the amount of any reasonable expenses so incurred by the Association from the Lot owner for whose account and benefit such maintenance and upkeep was performed.
10. Sight Distances at Intersections: No fence, wall, hedge or shrub which obstructs sight line at elevation shall be placed or permitted to remain on any Corner Lot area within the triangular area formed by the streets, property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded corner, from the intersection of the street property line extended to intersect. The same sight line limitations shall apply on any building site within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within the above sight line of such intersection unless the foliage line is maintained at sufficient height to prevent the obstruction of the above sight line.

## **VI. DURATION OF RESTRICTIONS**

The restrictions, conditions, use limitations and covenants herein set forth shall continue and be binding upon the Owner, its successors and assigns, for a period of thirty-five (35) years from the date hereof, unless terminated or amended as hereinafter provided. At the expiration of said term of thirty-five (35) years above set out, such restrictions, conditions, use limitations and covenant shall automatically be extended for an additional ten (10) year period and for successive periods of ten (10) years thereafter, unless same are nullified or revised as hereinafter provided. After the expiration of thirty-five (35) years from the date of this instrument, the owners of a majority of the Lots in said Subdivision, who are actual bona fide inhabitants thereof,

may execute and acknowledge an agreement in writing terminating or revising the terms of this instrument and file the same in the office of the County Clerk of San Patricio County, Texas, or in such office as conveyances of real estate then may be required to be filed, and then and thereafter the restrictions, conditions, use limitations and covenant set forth in this instrument shall be null, void and of no further force and effect, or shall be modified or revised as such recorded instrument may direct. Within eighteen (18) months from the date of this instrument, the owners of a majority of the Lots in said subdivision may execute and acknowledge an agreement, in writing revising the terms of this instrument and file the same in the Office of the County Clerk of San Patricio County, Texas, or in such office as conveyances of real estate then may be required to be filed, and then and thereafter the restrictions, conditions, use limitations and covenants set forth in this instrument shall be modified or revised as such recorded instrument may direct.

## **VII. RIGHT TO ENFORCE**

The restrictions herein set forth shall be binding upon the owner, its successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of property in the Subdivisions, each of whom shall be obligated and bound to observe the terms of this instrument; provided, however, that no such persons shall be liable except with respect to breaches committed during his, her, or their ownership of said property. The violation of any term or provision of this instrument shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against any Lot or any part thereof, but such liens may be enforced as against any and all Lots covered thereby, subject, nevertheless, to the terms of this instrument. The owner or the owners of any Lot or Lots in the Subdivisions shall have the right to enforce observance or performance of the provisions of this instrument. If any person violates or attempts to violate any term or provision of this instrument, it shall be lawful for any person owning any Lot in the Subdivisions to prosecute or institute proceedings at law or in equity against the person violating or attempting to violate any term or provision of this instrument, in order to accomplish any one or more of the following: To prevent him, her, or them from so doing; to correct such violation; to recover damages; or, to obtain such other relief for such violation as then may be legally available.

## **VIII. SEVERABILITY**

Invalidation of any of the terms, provision or covenants contained in this instrument by judgment or court order shall not in any way affect any of the other terms, provisions or covenants set forth in this instrument, which shall remain in full force and effect.

## **IX. EASEMENTS**

All Lots in the Subdivisions are subject to certain easements over and across portions of each Lot, as shown by the map of said subdivisions, such easements being deemed appropriate or necessary for the purpose of installing, using, repairing and

maintaining public utilities, including water lines, sewer lines, electric lighting and telephone poles or cables, pipelines and drainage ditches or structures, television cable and/or equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access shall include the right, without liability on the part of any or all of the owners or operators of such utilities, to remove any obstructions on said easement right-of-way as in its or their opinion may interfere with the installation or operation of its or their circuits, lines, pipes or drainage ditches or structures. Such easements shall be for the general benefit of the Subdivisions and the property owners thereof and are reserved and created in favor of any and all utility companies entering into and upon the Subdivisions, except that nothing set out above shall prohibit the use of such easements or rights-of-way by abutting owners for the construction of fences, walks or drives provided no permanent structures are built thereon and provided no damages shall accrue to the City of Portland or any utility company because of the removal and non-replacement of all or any portion of such improvements for the purpose of satisfactorily operating utilities in such easements or rights-of-way.

## **X. THE ASSOCIATION**

1. **Membership.** Every person or entity who is a record owner of any of the Lots which are subject to or which may become subject to a maintenance charge assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership unless such owner owns more than one Lot. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.
2. **Non-Profit Corporation.** The Association shall be organized as a non-profit corporation, and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.
3. **By-Laws.** The Association may make whatever rules or by-laws it may choose to govern the organization provided that the same are not in conflict with the provisions hereof.
4. **Inspection of Records.** The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.
5. **Annexation of Property.** Additional residential property and common area outside of North Shore Subdivisions may be annexed to the Subdivisions covered by the Association, and subject to the jurisdiction and benefits of the Association, upon

majority vote by the members of the Association at a regular or special meeting of the members.

6. Maintenance Charge. Each Lot in the Subdivisions is hereby subject to an annual maintenance charge and assessment for the purpose of creating a fund to be designated and known as the "Maintenance Fund." The Maintenance Fund charge will be paid by the owners or owners of each Lot within the Subdivisions on or before January 1 of each year, in advance annual installments, commencing on a date to be promulgated by the Board of Directors of the Association. The rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Association as the needs of the Subdivisions may, in the judgment of the Association, require; provided that such maintenance charge and assessment will be uniform (except as hereinafter provided). The Association shall use the proceeds of said Maintenance Fund for the use and benefit of all residents of the Subdivisions as well as all other residential property annexed or which may be a part of the Association to which the Lots herein described have been annexed; provided, however, that other sections to be entitled to the benefit of the Maintenance Fund must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation, at its sole option, any and all of the following: maintaining entrances, mail boxes, paths, parks, parkways, easements, esplanades, cul-de-sacs, and other public areas, including maintenance of park areas in such Subdivision parks along Corpus Christi Bay in or adjoining Subdivisions, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Subdivisions to which the Maintenance Fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant Lots, and doing other things necessary or desirable, in the opinion of the Association, to keep the Subdivisions neat and in good order or which is considered of general benefit to the owners or occupants of the Lots, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the Association. Each person who accepts a deed to a Lot or Lots agrees, by the acceptance of same, to pay such maintenance charge and assessments as herein provided.
7. Term. The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of this Declaration.
8. Liens for Payment. To secure the payment of the maintenance fund established hereby and to be levied on individual residential Lots, there shall be reserved in

each deed (whether specifically stated therein or not) by which the owner will convey such Lots, the vendor's lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the purchaser of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements of any such Lot to the extent of any such Maintenance Fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further, provided that as a condition precedent to any proceeding to enforce such lien upon any, Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U. S. Postal Service, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof.

9. Subordination of Lien. The vendor's lien, reserved herein as security for the payment of the annual Maintenance Fund charge and assessment set out herein, shall be subject, subordinate, inferior and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing, that (i) are created to secure the payment of the purchase price of all or any part of any Lot (and any improvements thereon), situated within the plat establishing the Subdivisions or (ii) are created to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, for the construction, addition or repair of any improvements now or hereafter situated upon all or any part of the Lot situated within the Subdivisions.

The sale or transfer of any Lot shall not affect the lien securing the assessments provided for herein. However, the sale or transfer of any Lot, pursuant either to mortgage foreclosure or to any proceeding in lieu thereof, shall extinguish the lien of such assessments as to any payments that have become due and payable prior to such foreclosure or sale or transfer in lieu thereof from liability for any assessments thereafter becoming due and payable nor release any such Lot from the lien securing payment of such subsequent assessments.

**XI. DEDICATION**

This instrument of dedication relates to and affects only the property covered by the map or plat of the Subdivisions, and shall not affect other property.

EXECUTED this \_\_\_\_\_

By:\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF SAN PATRICIO

BEFORE ME, the undersigned authority, on this day personally appeared, known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as for purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the \_\_\_\_\_.

(My Commission Expires)  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

\_\_\_\_\_  
(Type, Print or Stamp Name of Notary)

THE STATE OF TEXAS  
COUNTY OF SAN PATRICIO

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the \_\_\_\_\_.

(My Commission Expires)  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

(My Commission Expires)  
\_\_\_\_\_

\_\_\_\_\_  
(Type, Print or Stamp Name of Notary)