

1706  
**RESTRICTIVE COVENANTS  
 OF  
 NORTH SHORES PHASE II**

Covenants Restricting Land Use Within North Shores  
 Phase II, a Residential Subdivision on the Shores of  
 Lake Fork Reservoir in Rains County, Texas

**Declaration of Covenants, Conditions and Restrictions**

***Restriction of Property by Owner.*** Bobby J. Crowell, ("Owner/Developer") the owner of all of the land lying within North Shores, Phase II, according to the description of that Property herein after set forth, joined herein by Herman W. Mayhew, Jr. as attorney-in-fact under Power of Attorney for Herman W. Mayhew, III and Lura Melinda Mayhew McDaniel, the lienholders on the Property herein described, which Property is further identified by the Plat thereof prepared by Homer C. Turner, Turner & Associates, RPLS No. 2291, the plat dated 9 day of Sept, 1996 of which is recorded in Volume 5 at Page 92 (Clerk's File No. 1705) ("Plat") of the Subdivision Records of Rains County, Texas, save and except as these Restrictions are specifically modified and applicable to Lots 61 and 73 ("Property") and which hereafter shall be known as North Shores Phase II, ("Subdivision") does hereby approve and adopt the following restrictions on the use of the Property which is identified as North Shores Phase II, which restrictions shall be covenants to run with the land ("Property") and shall be binding on all parties, their heirs, successors and assigns, now or hereafter owning or using Lots in the Subdivision and said parties further specify and provide that any person or persons now or hereafter owning any Lot situated in the Subdivision may enforce these restrictions, at law or in equity, against any person or persons violating or attempting to violate any such covenant or restriction. Where used throughout in these Restrictions, the term "Lot" or "Lots" means and refers to those Lots depicted according to the Plat, save and except as specifically made applicable in these Restrictions to Lots 61 and 73 as depicted on the Plat.

***Enforcement of Restrictions.*** These covenants are for the benefit of the owner and for the use and benefit of all subsequent owners of any Lot within the Subdivision, their heirs, successors and assigns. The Property shall be held, used, sold and conveyed subject to these covenants, conditions and restrictions. These covenants, conditions and restrictions are for the purpose of protecting and preserving the value and desirability of the Property. If the owner or owners of any Lot within the Subdivision shall violate or attempt to violate any of the covenants herein, it shall be lawful for the owner or owners of any Lot situated in the Subdivision to prosecute any proceedings at law or in equity against the person or persons

violating or attempting to violate any covenant or restriction and either prevent him or them from doing so or to recover damages for such omission, commission or violation, including all rights of such party in enforcing a violation of these covenants as provided by §5.006 of the Texas Property Code effective January 1, 1984 or as thereafter amended.

**Description of the Property and Subdivision to Which These Restrictions Apply  
("Property")**

All of those certain lots as identified and described therein by the subdivision plat prepared by Homer C. Turner, Jr., RPLS No. 2291, of Turner & Associates certified to by the said Homer C. Turner, Jr. on the 9 day of Sept, 1996 and adopted and approved by action of the Commissioner's Court of Rains County, Texas on the 24 day of Sept, 1996 and recorded in Volume 5, Page 92 of the Plat Records of Rains County, Texas and dedicated by Bobby J. Crowell, owner, as North Shores, Phase II,

save and except as specifically modified and made applicable in these Restrictions to Lots 61 and 73.

[Note. The only variances in these Restrictions applicable to Lots 61 and 73 are set forth in paragraphs 3. *Minimum Residence Size* and 4. *Exterior Appearance and Elevation*.]

**Restrictive Covenants**

1. **Building Lines.** No residence or other permitted structure shall be located on any Lot nearer than 35 feet from the front boundary line ("front boundary line" means a Lot's frontage on the street) of said Lot and on corner Lots, the residence and other permitted structures shall not be nearer than 35 feet from either street adjoining such Lot. The side boundary setback lines for each Lot shall be determined according to the following schedule:

***Side Boundary Building Setback Requirement***

- For Lots having a front boundary width ("front boundary width" means the length of the Lot's front boundary line) of 150 feet or more, no residence, detached garage or other permitted detached auxiliary or out-building may be located within 15 feet of the Lot interior or side boundary line.
- For Lots having a front boundary width of 100 feet or more but less than 150 feet, no residence, detached garage or other permitted detached auxiliary or out-building may

be located within 10 feet of the Lot interior or side boundary line.

- For Lots having a front boundary width of less than 100 feet, no residence, detached garage or other permitted detached auxiliary or out-building may be located nearer the Lot interior or side boundary line than a distance which is equal to 10% of the front boundary width of the Lot.

For purposes of this covenant, eaves, steps, and open porches shall be considered as a part of a building.

2. **Residential Use Only.** No Lot within the Subdivision shall be used except for single family residential purposes for the sole use of the owner or occupant and no building shall be designed for, or erected, placed, occupied, altered, or permitted to remain on any Lot or portion thereof other than a single family residence and attached or detached garage or carport except for the permitted auxiliary or out-building as provided in paragraph 6. Only one residence is permitted per Lot and one building in addition to the detached garage or carport is allowed. Use of the Property as or for commercial, industrial, retail, manufacturing and service for fee or for any profit is prohibited.

3. **Minimum Residence Size.** Except as to Lots 61 and 73, no residence, exclusive of porches, stoops, carports, garages, terraces and patios shall be less than 1,700 square feet of living floor space. Lots 61 and 73 are authorized to have a minimum living floor space of 1,600 square feet. The minimum living floor space shall be heated and cooled. For any residence having two levels, including Lots 61 and 73, the ground floor living area shall be not less than 1,500 square feet. If a second or split level is employed in the design and construction of a residence, the second or split level shall be not less than 500 square feet.

4. **Exterior Appearance and Elevation.** The residence shall be constructed on a foundation type of concrete slab or concrete pier and beam employing standard, usual and customary foundation construction techniques and practices. No tin or sheet metal may be used as the exterior covering for the residence. Exterior construction shall be masonry veneer (which shall include stucco and commercially cut stone), wood or both masonry and wood and glass, or a combination thereof and construction shall use and employ standard, usual and customary techniques and practices by both application and appearance. When wood is used for the exterior of the residence, all wood surfaces shall be painted, stained or preserved and may not remain unfinished wood. Spray-on clear wood preservatives shall qualify as an exterior wood finish. Except as to Lots 61 and 73, all roof elevations shall be not less than 4.0 or greater pitch (meaning 4 inches of rafter rise for every 12 inches of roof joist length). Roof

elevations on Lots 61 and 73 shall be 3.5 or greater pitch. All roof covering shall be of shingles (wood, asphalt, fiberglass, etc.) or metal if metal roofing is manufactured metal roofing. Wood shingles, if used, shall be fire retardant treated when installed and re-treated as suggested according to standards adopted for wood shingles or alternatively manufacturers specifications. Sheet metal and corrugated tin of a type commonly used on barns and commercial buildings is prohibited.

**5. Carport or Garage Required.** Each dwelling constructed in the Subdivision shall have a garage or carport suitable for parking two (2) standard size automobiles, which may be attached or unattached, constructed on concrete foundation. If gables are employed in the construction of garage or carport, such gable shall be enclosed. If detached, such garage or carport shall conform in design and materials with the residence. The roofs of detached garages and carports must be gable or hip roofs with no single sided roofs. Except as to Lots 61 and 73, which are authorized to have minimum roof pitch of 3.5, the roofs of detached garages and carports shall have a roof pitch of not less than 4.0 and roof coverings of attached or detached garages and carports shall be identical to the residence. Garages and carports may be used for boat or lawn maintenance equipment storage.

**6. One Permitted Auxiliary or Out-Building and Move-On Structure.** No structure on a Lot except for the residence or as permitted by paragraph 19 shall be used for habitation. Any permitted out-building shall be used for storage, hobby shop or other non-prohibited purpose. One auxiliary or out-building per Lot is allowed to be located on a Lot behind the front building setback line as described in paragraph 1 and under the following restrictions:

(a) One auxiliary or out-building per Lot is allowed so long as such building does not exceed 600 square feet and the highest point of its roof line does not exceed the roof elevation of the residence. The permitted out-building shall be constructed of new materials using usual, standard and customary building, framing and designs. The out-building shall be floored, which shall be concrete or wood. Finish out of the interior is not required but the exterior, if wood, shall be finished as required for the residence and if metal, shall be manufactured for such purposes and painted by the manufacturer. Corrugated or sheet metal is prohibited. The roof shall be of shingles or manufactured painted metal. Any permitted out-building in excess of 200 square feet shall be constructed on premises and may not be constructed or prefabricated offsite and moved on to a Lot.

(b) Any permitted out-building which is 200 square feet or less may be moved on to the premises so long as such building has a permanent floor and has an exterior of painted wood or painted manufactured metal. The highest point of the roof may not exceed that of a residence.

**7. Above Water Boat Slips and Storage.** Boat houses, piers and slips shall be

constructed in conformity with the Rules, Regulations and Policy of Sabine River Authority of Texas applicable to Lake Fork Reservoir.

8. **Materials Used in Construction of Residence.** No old, used, or prefabricated structure of any kind, and no part of an old, used, or prefabricated structure shall be moved onto, placed on, or permitted to remain on any Lot. Only new lumber and building materials may be used in the structural and exterior part of any residence or other permitted structure. No structure or part of any structure which is to become a part of or used in the structural part of a residence shall be used or moved onto any Lot. Prefabricated, modular or offsite construction for move-on to the Property or residence of any type that is built elsewhere for move-on to the Property are forbidden.

9. **Completion Time.** The residence and any other improvement allowed to be placed on a Lot shall be completed within six (6) months after construction commences and no partially completed residence or other permitted structure shall be allowed to remain on the Lot beyond the six (6) month completion time.

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

11. **Fences.** No fence or wall shall be constructed on any Lot in the Subdivision nearer to any front or side street than is permitted for the house or building on said Lot. No fence, wall or hedge shall be built or maintained forward of the front building setback line provided in paragraph 1. Fences shall be within the boundary of the Lot for side Lot fences unless a common fence agreement is entered into in writing by adjoining Lot owners, in which event fences may be on the boundary line of adjoining Lots. No fence shall be greater in height than 6 feet. Fencing shall be constructed of new materials such as common chain link, masonry, board or steel pipe. Board fences may not be constructed of used lumber.

12. **Exterior Lighting.** Exterior safety lighting may be used but shall not be of such brightness or intensity to be intrusive or an annoyance to other Lots.

13. **Driveway.** All driveways in the Subdivision shall be located 5 feet or more from the interior or side boundary line of the Lot and shall be surfaced with concrete, asphalt, washed stone, oiled topping or other similar substance. Driveways are not required until commencement of construction of the residence and shall be constructed within the time frame provided for completion of the residence.



14. **No Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. If household pets are maintained on any Lot, there shall be no more than 3 such household pets in any residence. If outdoor kennel is used for household pet, such kennel shall be neat in appearance, sanitary and free of offensive smell. Dogs that chronically bark are prohibited. Vicious dogs are also prohibited.

15. **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and all such items shall be maintained in a neat and attractive manner. Accumulation or storing of debris is prohibited. Lot owners and occupants shall arrange for regular disposal of garbage and refuse. Materials incident to construction of improvements may be stored on lots during construction. Open burning is prohibited.

16. **Noxious or Offensive Activity.** No noxious, offensive or illegal activity shall be permitted or carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision.

17. **Lot Maintenance.** The owners or occupants of all Lots shall at all times keep weeds and grass thereon cut in a sanitary, healthful and attractive manner. Landscaping and lawn care shall be eye pleasing.

18. **Reimbursement and/or Lien for Maintenance of Lot.** If a Lot owner fails to mow and neatly maintain such owner's Lot, the Owner/Developer may mow and maintain the Lot and recover reimbursement for actual expenses incurred in maintenance of the Lot.

19. **Temporary Buildings Prohibited.** No trailer, tent, shack, garage, barn or out-building shall ever be erected on any Lot and shall never be used as a residence temporarily or permanently. House trailers are strictly prohibited from ever being used on any Lot in this Subdivision temporarily or permanently, by either an owner of any Lot in this Subdivision or any guest of any such owner. No structure or any part of the property shall be occupied or used as a residence, temporarily or permanently, until the exterior thereof is completely finished and all plumbing connected as required hereinafter.

(a) **Motor Home or Travel Trailer Prior to Commencement of Construction of**

**Residence.** Notwithstanding the foregoing, a motor home or travel trailer lawfully licensed and having visible evidence of current license such as vehicle or trailer registration plate and having self-contained sleeping, eating and restroom facilities may be placed on an owner's Lot by the Lot owner for use as a temporary residence prior to construction of the owner's residence for a period not to exceed five (5) days in any calendar month and not exceed 30 days in any calendar year.

(b) **Motor Home or Travel Trailer During Construction of Residence.** Notwithstanding the foregoing, a motor home or travel trailer lawfully licensed and having visible evidence of current license such as vehicle or trailer registration plate and having self-contained sleeping, eating and restroom facilities may be placed on an owner's Lot by the Lot owner for use as a temporary residence during construction of the owner's residence for a period not to exceed the completion time provided for in paragraph 8 of these covenants. Upon completion of the residence, no motor home or travel trailer may be used for habitation by any person.

(c) **Storage of Motor Home, Travel Trailer or Camper after Completion of Residence.** After construction and completion of the residence, an appropriately licensed, equipped and registered motor home, travel trailer or camper trailer may be stored on the owner's Lot by the owner provided it is not used either temporarily or permanently as a residence and is always capable of immediate travel and movement upon public roads and highways of the State of Texas. After completion of the residence, storage of a motor home, travel trailer or camper shall be behind the front building line as described in paragraph 1 of these restrictions. Only one (1) such motor home, travel trailer or camper trailer is permitted per Lot.

20. **Sanitary Facilities.** No outside toilet shall be installed or maintained on any Lot and all plumbing shall be connected with a septic tank and adequate drain field, constructed and installed in accordance with the health regulations of the State of Texas and Rains County and of any other governmental authority having jurisdiction, including Sabine River Authority of Texas. Such installations shall be constructed and maintained by the owner of the Lot upon which the same is situated so that no effluent from the same shall ever drain or flow upon the ground surface or drain in such manner above or below surface that it will cause any degree of pollution of the channels in this Subdivision.

21. **Lots Adjoining Water.** No owner of any Lot, or any guest of such owner, shall moor a boat in any area except in that portion of the Lake Fork Reservoir contiguous to such owner's Lot unless with the consent of the Lot owner contiguous to the water's edge where a boat may be moored.

22. **Boat Slips and Bulkheads.** All boat slips and bulkheads constructed on any Lot and adjoining the Lake Fork Reservoir shall meet and comply with the Rules, Regulations and Policy of the Sabine River Authority applicable to Lake Fork Reservoir.

23. ***Gas and Liquid Storage.*** Only tanks for the storage of liquid gases, such as butane, propane or natural gas, for supplying a residence with heating, cooling and cooking are permitted except for gasoline used for boats and lawn equipment not to exceed 25 gallons. Storage of other gases, fuels or combustibles is prohibited. Tanks for the storage of liquid gases shall not protrude beyond the front setback line as provided by paragraph 1 of these Restrictions and shall not exceed 1,000 gallon capacity.

24. ***Hunting and Firearms.*** No hunting shall be allowed in this Subdivision and any discharge of firearms is strictly prohibited.

25. ***Easements and Utilities.*** There is hereby expressly reserved and created by the Owner/Developer of this Subdivision and the other subscribing parties to this instrument and their assignees and successors, an easement 15 feet in width around the perimeter of each Lot as the same is fully shown on the recorded Plat of the Property for the use of installing, repairing and maintaining underground utilities including but not limited to water, gas, sewer, telephone, audio and video cabling ("Utilities") which are for the common benefit, accommodation and good of the owners of the Lots in the Subdivision and for the development of the Subdivision and adjacent areas. Any permanent structure or improvement constructed within the easement area where no required setback is in effect shall be moved or removed by the Lot owner to allow for use of the easement for installation, repair and maintenance of utilities.

26. ***Location of Utilities.*** All common or community Utilities and those servicing a residence from the common source and Utility connections shall be located and installed underground in accordance with local safety codes and ordinances or other applicable safety codes or requirements. Electric service to a permitted structure other than the residence may be above ground but no electric power service poles may be erected on any Lot.

27. ***Boat, Trailer and Vehicle Parking and Storage.*** No boat, trailer, camper body or similar vehicle (meaning and including motorcycles, boats, any type of motor vehicle, farm tractor and equipment motor home, mobile home, camper, travel trailer, electric or gasoline driven motorized equipment or tools and equipment, whether motorized or not, used in any way in the building and construction trades) shall be parked for storage in the driveway or between the front boundary and front setback line of a Lot or in the side yard of any residence. No abandoned, junk or vehicle not in running or operating condition (meaning and including motorcycles, boats, any type of motor vehicle, farm tractor and equipment motor home, mobile home, camper, travel trailer, electric or gasoline driven



motorized equipment, tools and equipment, whether motorized or not, used in any way in the building and construction trades) shall remain on any Lot. Vehicle parts may not remain on the premises unless located entirely within a permitted building other than the residence. Trucks and tractor-trailers larger than one and one-half (1 1/2) tons of carrying capacity may not be parked or permitted to remain upon a Lot except for use or delivery of materials during construction. No vehicle of any type shall ever be parked, placed or permitted to remain upon any public right-of-way within the Subdivision.

28. **Bridges and Culverts.** In the event any Lot owner installs any bridge or culvert in any drainage ditch that may be necessary upon a Lot, such shall be constructed of galvanized or concrete pipe of the type commonly used for such purposes and be of a size in diameter and length to allow for and provide adequate drainage. Impoundment of water affecting other Lots in the Subdivision or creating an unsafe and unsanitary environment is prohibited.

29. **Signs.** No sign, billboard or advertising device of any kind shall be displayed to the public view on any Lot except one (1) sign of an area of not more than five (5) square feet advertising the property for sale or signs used by an owner or builder to advertise the property during the construction and sales period or one sign placed on the Lot temporarily (not to exceed 30 days) by any supplier or vendor of material or services provided to the Lot. This restriction does not exclude yard signs for political or garage sale purposes if such signs are not of an area of more than three (3) square feet.

30. **Radio and Television Equipment and Antenna.** Any radio and/or television antenna erected on any Lot shall not extend more than 30 feet above the highest part of the roof of the residence built on the Lot. No radio or broadcast equipment or antenna used to send or receive a radio or television or other signal or frequency shall be used in a manner to interfere with standard radio and television reception.

31. **Toxic or Chemical Contamination.** No toxics, dangerous chemicals or other dangerous or hazardous materials or compounds may be stored, used or maintained on the premises except for those which are normally and typically sold over-the-counter for use as household, landscaping and pet purposes only. No Lot owner may contaminate or otherwise cause an environmental hazard on any Lot.

32. **Application of These Covenants to SRA Contiguous Property.** These restrictions shall apply not only to all Lots in the Subdivision, but as to any contiguous property which is owned by Sabine River Authority of the State of Texas on which any Lot

owner in the Subdivision acquires a lease or limited use permit from Sabine River Authority.

**33. *Amendment of These Covenants.*** These restrictions may be amended, modified and changed by the formal consent and approval in writing by not less than ninety percent (90%) of the Lot owners, according to the identity of the Lot owners as reflected in the Real Property Records of Rains County, Texas, on the basis of one vote allowed for each Lot in the Subdivision (notwithstanding the Lot may be jointly owned) and any changes to these restrictions shall be binding on the whole of the Property, Subdivision and Lot owners and shall apply to any buildings or structures not commenced at the time of such amendment. An amendment, modification or change in these Restrictions shall be evidenced by an instrument of recordable form filed in the Real Property Records of Rains County, Texas showing the identity of all owners of Lots in the Subdivision and signed by Lot owners constituting 90% or more of the Lots in the Subdivision approving an amendment. More than one (1) amendment, modification or change may be embodied in an amending instrument. The recorded instrument amending these Restrictions shall (i) state clearly and unambiguously what part (or parts) of these Restrictions is amended, (ii) state clearly and unambiguously the amending and modifying terms, (iii) set forth the name, last known mailing address and Lot number of every Lot owner and (iv) set forth the name, mailing address, Lot number and acknowledged signature of each Lot owner constituting the 90% or more who support the amendment, modification and change to these covenants. Only one name and address per Lot is required for jointly owned Lots and only one acknowledged signature approving an amendment instrument shall be required for those Lots identified as jointly owned. The Restriction or Restrictions, as amended and modified, shall become effective 30 days after the amending and modifying instrument is filed of record in the Real Property Records of Rains County, Texas.


**34. *Duration.*** All restrictions, reservations, easements and covenants contained in this instrument shall be binding on the Property and upon the purchaser of any Lot and his successors, heirs and assigns for 25 years from the date of their filing of record in Rains County, Texas, at which time the provisions, restrictions and covenants of this instrument shall be automatically extended for successive periods of ten (10) years unless an instrument is executed by the then owners of a majority of the Lots in the Subdivision changing in whole or in part the said provisions of this instrument. The restrictions, reservations, easements and covenants contained in this instrument are for the benefit of the entire Subdivision and may be enforced by any Property owner in the Subdivision by recourse to any available action in law or equity.

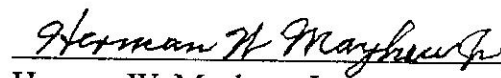
35. ***Partial Invalidity.*** Invalidation of any of the restrictions, reservations, easements or covenants contained in this instrument by judgment or court order shall not in any manner affect any of the other such provisions herein set forth and all such remaining provisions shall remain in full force and effect.

36. ***Enforcement of Restrictions.*** It is expressly provided herein and each Lot in the Subdivision is burdened with the following provision concerning enforcement of the restrictions and obligations of Lot owners contained in this instrument. In the event any owner or occupant of any Lot in this Subdivision shall violate any of the restrictions or neglect to perform any of his obligations herein contained, any Lot owner or the Owner/Developer even though the Owner/Developer may not then own a Lot in the Subdivision may cause such violation to be remedied and the cost of such remedial action shall be chargeable against the owner of the offending Lot and a lien against said Lot is hereby expressly created to secure payment to the party named above making the expenditure, to bring said Lot into compliance with these restrictions, which indebtedness and lien securing the same may be enforced in any manner provided by law or equity.

37. ***Non-Discriminatory.*** Neither these covenants nor any amendment, modification or change hereafter made shall discriminate nor be used to discriminate against any person because of race, color, religion or national origin.

Executed this 24<sup>th</sup> day of September, 1996.

  
Bobby J. Crowell, Owner/Developer

  
Herman W. Mayhew, Jr., attorney-in-fact under Power  
of Attorney for Herman W. Mayhew, III and Lura Melinda  
Mayhew McDaniel, Lienholders

STATE OF TEXAS       §

COUNTY OF RAINS     §

This instrument was acknowledged before me by the said Bobby J. Crowell, this 24<sup>th</sup> day of September, 1996.

*Kathryn Feldpausch*  
Notary Public, State of Texas

SEAL:



STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me by the said Herman W. Mayhew, Jr., attorney-in-fact for Herman W. Mayhew, III and Lura Melinda Mayhew McDaniel this 24<sup>th</sup> day of September, 1996.

*Kathryn Feldpausch*  
Notary Public, State of Texas

SEAL:



Restrictive Covenants FILED 24 DAY OF Sept, 1996 @ 2:45 P.M. RECORDED 1 DAY OF October 1996 @ 3:12 P.M. MARY SHEPPARD, COUNTY CLERK, RAINS COUNTY, TX, BY Deborah Taylor