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AMEND
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RP-2020-32318
01/23/2020 RP1 \$36.00

AMENDED DECLARATION OF RESTRICTIONS
LIVE OAK TRAILS COUNTRY ESTATES

THE STATE OF TEXAS

§

KNOW ALL MEN BY

THE COUNTY OF HARRIS

§

THESE PRESENTS:

WHEREAS the declaration of restrictive covenants, conditions and restrictions for Live Oak Trails recorded in the Official Public Records of Real Property of Harris County, Texas on January 14, 1977 under Clerk's File No. F013100, at 156-20-1446, imposes various covenants, conditions, restrictions, liens and charges upon the following real property:

A parcel of land containing 34.488 acres, being out of the Alexander Burnett Survey, Abstract 109, and the Robert Turner Survey, Abstract 767, in Harris County, Texas known as Live Oak Trails (being referred to hereinafter as "The Subdivision") ~~More particularly described by Exhibit "A" attached hereto and incorporated herein for all intents and purposes.~~ VLT

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WHEREAS Live Oak Trails Homeowners Association, a Texas Non-profit Corporation, has been organized in 2019 to replace the original Live Oak Trails Maintenance Fund by a vote of the majority of the owners of the acreage within said Subdivision tracts, such owners being allowed one vote for each homestead owned as provided by original restrictions at paragraphs 26. and 29.:

and WHEREAS the Officers and Directors of Live Oak Homeowners Association upon written vote of the majority of the owners of the acreage within said Subdivision tracts, such owners having been allowed one vote for each homestead owned, hereby adopt, establish and impose the following declarations, reservations, protective covenants, limitations, conditions and restrictions all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties, which amended reservations shall take the place of the prior Restrictions for Live Oak Trails, and which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any of the subject Properties and shall inure to the benefit of each Owner thereof.

1. The tracts shall not be divided and sold in smaller parcels than originally conveyed by the first developer, with the exception that tracts 7, 8, 9 and 10 may each be divided into no more than two tracts, providing that no tract be less than one acre in size. If and when these tracts are divided, the owner of any one of these created tracts has the same rights, obligations, and liabilities, and is subject

to the all of these deed restrictions as are all other owners in the subdivision.

2. Said property shall be used for single family residential purposes only, with only one single family permitted on each tract of the subdivision, excluding reserves A and B (See paragraph 25) and lots #13 and #16 only if used in conjunction with Reserve A for a medical and dental clinic or non-profit organization.
3. No trailer, mobile home, tent, shack or other temporary structure shall be erected, placed or maintained on said property and no temporary building, basement, garage, or other out building erected on said property shall at any time be used for human habitation (except by bona fide servants or guests), temporarily or permanently. However, additional buildings for servants and guests are permitted, but none of such additional buildings shall be rented separately from the main family residence on said tract.

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4. Any one story residence constructed on said property shall be new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences and shall contain not less than 1,900 square feet of living area exclusive of porches, breezeways and patios and garage. The above restrictions apply to any two story residence with, the exception that the two story residence must contain 2,250 square feet of living area exclusive of porches, breezeways, patios and garage.
5. Fences in front of residences must be attractively designed of wood, mesh, stone, or decorative metal and submitted in writing for approval to the Architecture Committee. No chain link fencing will be allowed. Fencing behind the residences shall be attractively designed, enhance the property values and be approved by the Architecture Committee.
6. No building or structure shall be located on any lot nearer to the front line or nearer to the street lines that the minimum building set back line shown on the recorded plat of this subdivision. Eaves, steps and open porches shall not be considered as a part of a building, including the aforesaid to be closer than fifteen feet (15) feet from a side property line, except when two or more adjacent lots are used as one building plot.
7. No business or commercial structure of any kind of nature whatsoever shall be built on any portion of the property. No business of any kind may be maintained and/or conducted upon the property. NO part time or full time hired help used for business purposes may be hired to work on the premises. This does not prohibit the property owners and their families from practicing their hobbies or skills that they do part time within the confines of their home not visible from the road or their neighbors (example piano lessons, crafts, etc.) nor does this prevent home owners from hiring domestic help such as maids, gardeners, etc.)
8. 8a. No buildings or structures (including by way of example but not by way of limitation fences, walls, air conditioning towers, and swimming pools), or any additions thereto, or any alterations thereof, shall be erected, renovated, reconstructed, placed, or suffer to be placed or remain on property until the architect's detailed plans and specifications therefor, together with the outside color scheme thereof, have been approved by the Architecture Committee of the Board of the Live Oak Trails Homeowners Association. Such plans and specifications must accurately reflect the size, location, height and cost of the structure, including the materials to be used, in any improvements

contemplated together with the accurate plot plan showing the grading plan of the lot, the grade elevation of said buildings and structures, and the location of the same with respect to the property lines, and front and side set back lines, and the outside color scheme to be used on any improvements erected on said property. A true copy of all plans, specifications and details shall be lodged permanently with said Architecture Committee and any buildings, or improvements thereafter erected shall conform in detail to such plans and specifications. It is provided, however, that if the Architecture Committee neither approves nor rejects such plans and specifications in writing within thirty (30) days after submission of the same to said Architecture Committee approval shall be implied.

8b. Said Architecture Committee shall be appointed by the Officers of the Live Oak Trails Homeowners Association and operate in accordance with the duly adopted By-Laws of the home owners for the Association.

9. 9a. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residence or other structure is five (5) 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 spare time. Any failure to comply with this provision by not completing his structure with such time shall be construed a violation hereof and shall entitle any party hereto, or any party in interest, to maintain action by mandatory injunction or for damages, or for both.

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9b. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence with improvements and then such material shall be placed within the property lines on the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

10. No trash, garbage, putrescible matter or debris of any kind shall be dumped or permitted to accumulate on said property, nor may any of such materials be burned on the premises, except in an incinerator designed to such purposes and approved by the Live Oak Homeowners Association.
11. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon any part of the property, nor shall oil wells, tanks or tunnels, mineral excavations or shafts be permitted thereon. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected or maintained upon said property. No exploratory work may be performed upon, above or under the property. Such prohibition shall not extend to the drilling of water wells for domestic use of water on the premises.
12. No animals, livestock, poultry, dogs, cats and such may be kept or permitted on the premises, except for pets or for domestic use. It is expressly understood that none of such animals shall ever be kept, bred, or maintained for any commercial purposes. It is further understood in the connection that the number of such animals may be limited at any time by the Live Oak Trails Homeowners Association By-Laws. In this connection it is further understood that all barns or stables, out houses, and such must be placed at the rear of lots and behind the dwelling. Nothing herein contained shall be construed so as to permit the keeping of the animals and pets to become a nuisance or obnoxious to the occupants of neighboring property, or to become a hazard to the health, welfare and well-being of the community. All such structures and shelters for animals and pets shall conform to the structures in the neighborhood and shall not be maintained in any unsightly manner. It is further understood that no hogs or swine shall be kept on any part of the said property for any purpose what so ever. There shall never be more than one large animal per three quarter acre of land. Lot #4 shall be eligible for two large animals. The category of large animals shall be as follows: horses, cows and sheep. The Live Oak Homeowners Association shall have the power to waive or alter these provisions as

deemed appropriate for the neighborhood.

13. No cess pools shall be dug or permitted on the property. Septic tanks will be permitted on the property, but their construction and location shall comply with all existing state, county or other laws relating thereto. In any event no septic tank shall be constructed and maintained closer than twenty-five (25) feet from any property line and fifty (50) feet from any roadway. No septic tank may be shared with any other property owner. There shall be no outside toilet build or used on the premises.
14. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be done in any street, front or side yard on any tract.
15. a. No boat or trailer is to be parked on any tract for more than 24 hours unless the said boat is stored in a garage, carport or concealed space to the back of the residence.
b. No motor vehicle may be parked or stored on any part of any lot, easement or right-of-way, unless such vehicle is to be behind the residence, behind a privacy fence, inside a garage or enclosure, except passenger automobiles, passenger vans, motorcycles, pick-up trucks or pick-up trucks with attached bed campers, that are in operating condition, having current license plates and inspection stickers, and are in daily use as motor vehicles on the streets and highways of the State of Texas.
c. No vehicle or equipment noise causing substantial interference and unreasonable discomfort or annoyance may be allowed on any temporary or regular basis.
d. No vehicles with over a one (1) ton capacity, commercial vehicles, commercial equipment shall not be parked, stored or regularly used on any lot on a temporary or permanent status. This restriction

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shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of improvements on a lot.

16. No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on said property with the written consent of the Live Oak Trail Homeowners Association. The Association shall have the right to remove any such non-conforming sign, advertisement or billboard or advertising structure which is placed on said property. Without such consent and in doing so shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such removal. This shall not prohibit a "For Sale" or "For Rent" sign on said property if not larger than four (4) foot square. The Association may place signs as are necessary to regulate traffic and protect the neighborhood as deemed necessary.
17. The sale of beer, liquor or other intoxicants shall never be permitted on the property. No part of the property shall be used for malicious, illegal or immoral purposes nor for the purpose of the violation of the laws of the State of Texas, The United States of America or Harris County, Texas or the police, health, sanitary or fire building codes, regulations or instructions relating to or affecting the use, occupancy or possession of the property.
18. No firearms or fireworks of any kind shall be discharged on the property.
19. The Homeowners Association shall have the right to negotiate necessary utility easements for the benefit of the property and said utility easements may be placed where possible so as not to distract from the premises.
20. The property shall not be used for the purpose of medically or psychologically treating anyone with any sickness or illness.

21. Owners, grantees, their heirs and assigns, are bound and obligated through the purchase of said property, to maintain the same at their own expense in a neat and presentable manner and are obligated to keep the grass, vegetation and weeds on said lot cut as often as may be necessary to keep things in a neat and attractive condition. In the event that owners should, in the opinion of the Live Oak Trail Homeowners Association by and through its officers, fail to maintain said property in a neat and attractive manner, the Association will notify the owner in writing of any objectionable detrimental or unattractive conditions existing on said property and request owners to eliminate the same. In the event that such owner shall fail to eliminate objectionable detrimental or unattractive conditions existing on said property within fifteen (15) days after receipt of written notice, the Association is authorized to eliminate such condition and charge the cost of the same to such property owner, and any such expense incurred by the Association in such event shall be added to, be a portion of, and secured in the same manner as the maintenance charge assessed against said property, as hereinafter provided. In the exercise of the aforementioned power to eliminate any objectionable detrimental or unattractive conditions should a property owner, after being duly notified, the Association shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with or arising from such action.
22. Culverts installed by tract owners from main road with the subdivision to their driveways are to be a minimum of eighteen (18) inch reinforced concrete.
23. This property shall be subject to an annual maintenance charge to be set by Live Oak Trails Homeowners Association as established by the property owners in accordance with the By-Laws of the Association. The purpose of the maintenance charge shall be to maintain the road, signage and beautification of the entrance, etc. As deemed necessary by the Association, special assessments may be charged. The Association shall have the right to use maintenance funds or special assessments to

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enforce these restrictions. Owners shall pay their maintenance fund on a per-acre, pro-rata basis due on January 1 of every year following. Failure to pay charges set by the Homeowners Association with sixty (60) days, or as agreed upon by the Association in writing, a lien shall be automatically secured upon said property for the delinquent funds plus interest at the legal pre-judgment rate. Said lien shall be junior, subordinate and inferior to any lien (and renewals or extensions thereof) granted by the owner of said tract to secure the repayment of sums advanced to cover the purchase price for the tract or the cost of any permanent improvement to be placed there on.

24. The owner of each lot by acceptance of a deed therefore agrees to pay to the Association assessments to be established and collected as hereinafter provided. The assessments, together with interests, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successor in title.
25. 25. a. Reserves A and B (and lots 13 and 16 only if used in conjunction with Reserve A for a medical and dental clinic or other non-profit organization), shall be designated as commercial reserves. If reserves A and B are used for residential purposes, all provisions of the restrictions shall apply except there may be two-family residences or one duplex on each reserve. If lot 13 and 16 are used for residential dwellings all provisions of these restrictions shall apply.
- 25.b. Industrial manufacturing, outside pipe or steel fabricating, garbage dumps or disposal

companies, junk yards, the sale of new or used trucks will expressly not be allowed. At no time shall owners of Reserves A and B violate or allow violations to stand of Texas Health and Safety Code, TITLE 5. Sanitation and Environmental Quality, Chapter 343. et seq.

25.c. The property may be used for office buildings or retail sales establishments. No alcoholic beverages may be sold unless served with meals or sold in a store primarily selling groceries.

25.d. Any commercial building must be one story only and have an exterior of brick, wood, or glass. Paragraphs 1., 3., 5., 6., 8., 9., 10., 11., 12., 13., 14., 15., 16., 18., 19., 20., 21., 22., 23., 24., 26., 27., 28. 29, 30., 31., shall apply to these commercial reserves (A and B).

26. No owner shall make, allow to be made, continue, or cause to be made or continued any loud, unnecessary, or unusual noise that annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of other owners. No regular or temporary noise or sound that causes substantial interference in the quiet enjoyment of the premises and/or that causes unreasonable discomfort and annoyance shall be maintained. Said noise shall not exceed 65 decibels during the day and 58 decibels at night in residential areas.
27. If owners, or their heirs or assigns, shall violate any of the restrictions and covenants herein contained it shall be lawful for the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation for the benefit of the home owners and Live Oak Trails Homeowners Association. The Association may recover attorneys' fees, pre- and post judgement interest at the legal rate and all other costs and expenses incurred in enforcing these restrictions.
28. These covenants and restrictions shall run with the land and shall be binding upon the owners, their heirs and assigns and all persons or parties claiming under them for a period of twenty (20) years from the date hereof at which time they shall automatically be extended for successive periods of ten (10) years each, unless changed or ended in whole or in part as hereinafter provided. These covenants

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and restrictions may be amended or terminated by the execution and recordation of a written instrument executed at the direction of the home owners by the Live Oak Trails Homeowners Association.

29. No owner, heirs, or assigns shall remove trees larger than twenty (20) inches in diameter measured twelve (12) inches from the ground from the back line of the residence to the front road easement. The Architecture Committee of the Association may grant waivers for this provision.
30. It is stipulated that these Amended Declarations of Restrictions is not intended to void the aforesaid previously applicable restrictions, or written waivers granted by the previous civic club actions, or breaches of previously applicable restrictions which have occurred or may occur prior to the effective date of this amendments. All rights and remedies specified in said previously applicable restrictions are hereby expressly reserved.
31. The plat of the subdivision as prepared by W. B. BURKLIN, public surveyor No. 8491, dated November and December, 1976, attached hereto as Exhibit "B" and incorporated by reference herein ^{WLT} for all purposes, shows a winding roadway running through the subdivision which shall constitute a permanent roadway dedicated to the use and enjoyment of the property owners therein but may be conveyed as a public road by Love Oak Trails Homeowners Association, its successors or assigns

Executed this 20 day of January, 2020. Live Oak Trails Homeowners Association, Inc.

Sharon S. Allen
Sharon S. Allen, President

Jeanette Snow
Jeanette L. Snow, Secretary

The State of Texas §
County of Harris §

BEFORE ME, the undersigned authority, on this day appeared Jeanette L. Snow and Sharon A. Allen, Live Oak Trails Homeowners Association, Inc., a Texas non-profit corporation, 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 purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of the corporation.

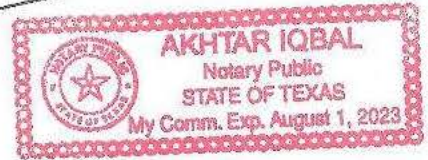
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GIVEN under my hand and seal of office on this 20 day of January, 2020.

[Signature]

Notary Public in and for Harris County, Texas

Return to:
Sharon Allen ✓
8 Live Oak Trail
Cypress, TEXAS 77429



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RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.