

Angelina County
Amy Fincher
County Clerk
Lufkin, Texas 75901



70 2025 00454443

Instrument Number: 2025-00454443

As
RECORDINGS

Recorded On: February 03, 2025

Parties: SHIREY FOREST LLC

To POA COTTAGES IN SHIREY FOREST

Billable Pages: 12

Number of Pages: 13

Comment: AMENDED COVENANTS

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

RECORDINGS	69.00
Total Recording:	69.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2025-00454443
Receipt Number: 428676
Recorded Date/Time: February 03, 2025 04:22:20P

ANGELINA TITLE, L.L.C.
1406 TURTLE CREEK
LUFKIN TX 75904

User / Station: N Johnson - Cash Station 4



STATE OF TEXAS
COUNTY OF ANGELINA
I hereby certify that this instrument was FILED on the date and
at the time stamped hereon by me and was duly RECORDED in
the Official Public Records of Angelina County, Texas.

Amy Fincher

Amy Fincher, County Clerk, Angelina County Texas

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**AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS OF
SHIREY FOREST-BRANCHES SUBDIVISION
DBA THE COTTAGES IN SHIREY FOREST**

Basic Information

Date: Effective December 17, 2024

Declarant: Shirey Forest, LLC, a Texas limited liability company

Declarant’s Address: 3338 Van Zandt Court, Southlake, Texas 76092

Property Owners’ Association: Property Owners’ Association of The Cottages in Shirey Forest, Inc., a Texas nonprofit corporation

Property Owners’ Association’s Address: 105B Shirey Lane, Lufkin, Texas 75904

Property: The real property in Angelina County, Texas described in the attached **Exhibit A.**

Definitions

“Assessment” means any amount due to the Property Owners’ Association by an Owner or levied against an Owner by the Property Owners’ Association under this Declaration.

“Board” means the Board of Directors of the Property Owners’ Association.

“Bylaws” means the Bylaws of the Property Owners’ Association adopted by the Board.

“Common Area” means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners’ Association.

“Covenants” means the covenants, conditions, and restrictions contained in this Declaration.

“Declarant” means Shirey Forest, LLC, a Texas limited liability company and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

“Dedicator Instruments” means this Declaration and the certificate of formation, Bylaws, and rules of the Property Owners’ Association.

“Easements” means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

“Lot” means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

“Member” means Owner.

“Owner” means every record Owner of a fee interest in a Lot.

“Plat” means the Plat of the Property recorded in Cabinet I, Slide 9-B of the real property records of Angelina County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

“Renting” means granting the right to occupy and use a Residence or Structure in exchange for consideration.

“Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

“Single Family” means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

“Structure” means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

“Subdivision” means the Property covered by the Plat and any additional property made subject to this Declaration.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners’ Association, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for Single Family residential use.

2. *Prohibited Activities.* Prohibited activities are—

- a. any activity that is otherwise prohibited by the Dedicatory Instruments;
- b. any illegal activity;
- c. any nuisance, noxious, or offensive activity;
- d. any dumping of rubbish;
- e. any storage of—
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, not to exceed three confined to a fenced yard or within the Residence;
- h. any commercial or professional activity except reasonable home office use;
- i. any income producing activity except permitted Renting;

- j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except—
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law or the Dedicatory Instruments;
- l. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- m. moving a previously constructed house onto a Lot;
- n. interfering with a drainage pattern;
- o. hunting and shooting;
- p. occupying a Structure that does not comply with the construction standards of a Residence; and
- q. disturbing any fenced platted green belt at the rear of a Lot.

D. Construction and Maintenance Standards

1. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Maintenance.* Subject to maintenance obligations which are the express responsibility of the Property Owners' Association, as outlined in the Bylaws, each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision.
- b. *Maximum Height.* The maximum height of a Residence is two stories.
- c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1,200 square feet and the Residence must include at least two bedrooms and two full bathrooms.
- d. *Location on Lot.* No Residence or Structure may be located in violation of

the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.

- e. *Garages.* Each Residence must have at least a two-car garage, enclosed by garage doors, accessed by a concrete driveway. The garage may be a separate structure.
- f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 90 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 120 days and the Lot restored to a clean and attractive condition.
- g. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences. Notwithstanding the foregoing, no chain link fence may be visible from the front Lot line and any chain link fence must be black in color. No fence may be taller than six feet. Any fence facing a street must be site bearing (for example made of wood).
- h. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
- i. *Landscaping.* Landscaping must be installed within 30 days after occupancy.

3. *Building Materials for Residences and Structures*

- a. *Roofs.* Only composition roofs may be used on Residences and Structures, unless otherwise approved by the ACC. All roof stacks must be painted to match the roof color. At least sixty percent (60%) of the roofline must be constructed with a 8/12 pitch. All roofing materials must be Tamko rustic black or a comparable color approved by the ACC.
- b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.
- c. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.
- d. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

E. Property Owners' Association

1. *Establishment and Governance.* The Property Owners' Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners' Association has the powers of a nonprofit corporation and a property owners' association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners' Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners' Association has two classes of voting Members:

- a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.
- b. *Class B.* The Class B Member is Declarant and has the number of votes for each Lot owned specified in the Bylaws. The Class B Membership ceases and converts to Class A Membership when the Class A Members' votes exceed the total of Class B Member's votes.

F. RESERVED

G. Assessments

1. *Authority.* The Property Owners' Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners' Association, and to improve and maintain the Common Areas.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Property Owners' Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners' Association to secure Assessments.

4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

5. Regular Assessments

- a. *Rate.* Regular Assessments are levied annually by the Board to fund the anticipated operating and maintenance expenses of the Property Owners'

Association. Until changed by the Board, the Regular Assessment is \$100 per Lot.

- b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
- c. *Collections.* Regular Assessments will be collected annually in advance, payable on the first day of January and on the same day of each succeeding year. A partial Assessment will be due upon initial conveyance of a Lot from Developer to an Owner.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by at least two-thirds of the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners' Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners' Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within 30 days after it is due is delinquent.

H. Remedial Rights

1. *Late Charges and Interest.* A late charge of five percent (5%) of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of twelve percent (12%) per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners' Association complies with all applicable notice requirements, an Owner is liable to the Property Owners' Association for all costs and reasonable attorney's fees incurred by the Property Owners' Association in collecting delinquent Assessments, foreclosing the Property Owners' Association's lien, and enforcing the Dedicatory Instruments.

3. *Judicial Enforcement.* The Property Owners' Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners' Association's

lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

4. *Remedy of Violations.* The Property Owners' Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.

5. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners' Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

6. *Damage to Property.* An Owner is liable to the Property Owners' Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

I. Common Area

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners' Association to—

- a. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
- b. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- c. dedicate or convey any of the Common Area for public purposes, on approval by a vote of a majority of the Members at a meeting in accordance with the Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

J. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.

2. *No Waiver.* Failure by the Property Owners' Association or an Owner to enforce the Dedicatory Instruments is not a waiver.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by vote of sixty-seven percent (67%) of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Property Owners' Association and recorded.

5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners' Association's records, and (b) to the Property Owners' Association, the Board, the ACC, or a managing agent at the Property Owners' Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of the Board and not less than sixty-seven percent (67%) of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

OWNERS OF 100% OF LOTS IN THE
SUBDIVISION:

SHIREY FOREST, LLC, a Texas limited liability
company

By: 
Lamar Clark, Managing Member

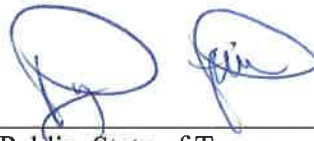
PROPERTY OWNERS' ASSOCIATION OF THE
COTTAGES IN SHIREY FOREST, INC., a Texas
nonprofit corporation

By: 
Lamar Clark, Authorized Director

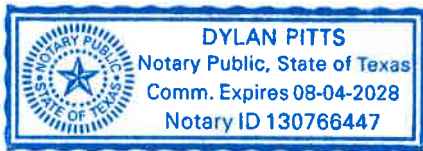
THE STATE OF TEXAS

COUNTY OF ANGELINA

This instrument was acknowledged before me on the January 14, 202~~4~~⁵ by Lamar Clark, Managing Member of Shirey Forest, LLC, a Texas limited liability company and Authorized Director of Property Owners' Association of The Cottages in Shirey Forest, Inc., a Texas nonprofit corporation.



Notary Public, State of Texas



CERRILLOS RANCH, LLC, a Texas limited liability company

By: Ross Clark
Ross Clark, Managing Member

By: Cathy Clark
Cathy Clark, Managing Member

THE STATE OF NM
COUNTY OF Santa Fe

This instrument was acknowledged before me on the Jan 27, 2025, 2024 87
by Ross Clark, Managing Member of Cerrillos Ranch, LLC, a Texas limited liability.

STATE OF NEW MEXICO
NOTARY PUBLIC
Sandra M. Griego
Commission No. 1085502
February 17, 2026

Sandra M. Griego
Notary Public, State of NM

THE STATE OF NM
COUNTY OF Santa Fe

This instrument was acknowledged before me on the Jan 27, 2025, 2024 87
by Cathy Clark, Managing Member of Cerrillos Ranch, LLC, a Texas limited liability.

STATE OF NEW MEXICO
NOTARY PUBLIC
Sandra M. Griego
Commission No. 1085502
February 17, 2026

Sandra M. Griego
Notary Public, State of NM

EXHIBIT A

TRACT ONE:

All Lots (including Reserve A and B) in Shirey Forest-Branches, a subdivision in the City of Lufkin, Angelina County, Texas, according to the Map or Plat of record in Cabinet I, Slide 9-B, Map and Plat Records of Angelina County, Texas.

TRACT TWO:

Being 1.824 acres of land (reserve for detention pond) of Shirey Forest – Yaupon Re-Plat of Lot 7 and Lot 8, a subdivision in the City of Lufkin, Angelina County, Texas according to the Map or Plat of record in Cabinet H, Slide 87- B, Map and Plat Records of Angelina County, Texas.

Accepted for Filing in:
Angelina County
On: Feb 03, 2025 at 04:22P