

Woodvine County, TX, Tuparise
7500 - 7600 Hammerly

501-58-0030

CORRECTION
OF
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LONG POINT OAKS

R136972

00010208 R136972 \$ 162.00
11/4/94

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THE STATE OF TEXAS §
COUNTY OF HARRIS §
KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, on June 14, 1994, an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Long Point Oaks" ("the Declaration") was recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. P911553 and Film Code No. 099-74-1930, et seq.; and

WHEREAS, as a result of inadvertence and mistake, a draft of the Declaration was attached to the consent forms executed by lot owners, rather than the final of the Declaration approved by the lot owners;

NOW, THEREFORE, the undersigned, being the Deed Restriction Chairman and duly authorized representative of Old Spring Branch Civic Association does hereby execute this document for the purpose of recording the Declaration of Covenants, Conditions and Restriction for Long Point Oaks duly approved by at least a majority of the owners of lots in Long Point Oaks, which document corrects and supersedes the Declaration of Covenants, Conditions and Restrictions for Long Point Oaks recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. P911553 and Film Code No. 099-74-1930, et. seq.

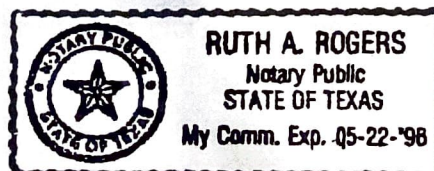
Linda Richey
Linda Richey
Old Spring Branch Civic Association
Deed Restriction Chairman

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 27th of September, 1994, by Linda Richey, for the purposes and consideration expressed therein.

Ruth A. Rogers
Notary Public for the State of Texas

Return to:
Butler & Hailey, P.C.
5718 Westheimer, Suite 1600
Houston, Texas 77057



DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LONG POINT OAKS

501-68-0031

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF HARRIS §

WHEREAS, various restrictive covenants were imposed upon all of the lots in Long Point Oaks, by instrument dated April 4, 1955, and duly recorded in under Clerk's File No. 1406287, of the Real Property Records of Harris County, Texas, such instrument being hereafter referred to as "the Restrictions"; and

WHEREAS, the Restrictions provide that all of the covenants, conditions and restrictions set forth therein shall run with the land and be binding upon all of the lots in Long Point Oaks for a period of thirty (30) years at which time the Restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the owners of a majority of the then owners of lots in Long Point Oaks, the Restrictions are changed in whole or in part; and

WHEREAS, the undersigned, being the owners of at least a majority of the owners of lots in Long Point Oaks desire to alter and modify the Restrictions in the manner hereinafter set forth;

NOW THEREFORE, the undersigned, being the owners of at least a majority of the owners of lots in Long Point Oaks do hereby adopt, establish and impose upon all of the lots in Long Point Oaks, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under File No. 1365441 of the Real Property Records of Harris County, Texas, the following reservations, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the properties, which reservations, restrictions, covenants and conditions shall take the place of the Restrictions for Long Point Oaks, 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 insure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Old Spring Branch Civic Association, a non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, or a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property known as Long Point Oaks.

Section 4. "Lot" shall mean and refer to any numbered lot or plot of land shown in the recorded plat for Long Point Oaks or any replat thereof.

ARTICLE II

Recorded Subdivision Map of the Properties

501-68-0032

The recorded subdivision map of the Properties dedicates for use as such, subject to the limitations as set forth therein, the streets and easements shown therein, and such recorded subdivision map of the properties may further establish certain restrictions applicable to the Properties, including without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the recorded plat or replats of the Properties are incorporated herein and made a part thereof as if fully set forth therein, and shall be construed as being adopted in each contract, deed or other instrument conveying said property or any part thereof, whether specifically referred to therein or not.

ARTICLE III

General provisions

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of ten (10) years from the effective date of these covenants after which time said covenants shall be automatically extended for successive periods of ten (10) years each. These covenants may be amended at any time by an instrument signed by not less than a majority of the Lot Owners. Any amendment must be recorded in the Deed Records of Harris County, Texas.

Section 2. Enforcement. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any Lot Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. Failure by the Association or any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. The invalidity, abandonment or waiver of any one of these covenants, reservations, easements and restrictions shall in no wise effect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

Section 4. Effective Date. These covenants, conditions and restrictions shall become effective upon recording of this declaration.

ARTICLE IV

Use Restrictions

Section 1. Single-Family Residences. Unless otherwise specifically provided in this Declaration, no building shall be erected, altered or permitted to remain on any Lot other than one detached single-family dwelling used for residential purposes only, not to exceed two (2) stories in height; one attached or detached garage for not more than three (3) automobiles; and one outbuilding used exclusively for either storage; and/or after approval of the Board of Directors of the Association, living quarters for a maid or servant or an immediate member of the owner or occupant of the Lot. Provided that, no garage or outbuilding shall be permitted on a Lot unless a single-family dwelling exists on the Lot or the garage or outbuilding is constructed or placed on the Lot in conjunction with the construction of the dwelling. As used herein, the term "residential purposes" shall be construed to prohibit hospitals, duplexes, patio and/or garden homes, apartments, garage apartments, mobile homes and trailers, and the use of any Lot

for business, commercial, professional or manufacturing purposes of any kind. Mobile homes in existence before the recorded date of this instrument shall be deemed in compliance with this declaration. Notwithstanding the foregoing provision, any business, commercial or professional use of a lot in existence before the recorded date of this instrument shall be deemed in compliance with this Declaration; provided that, the lot may not be used for business, commercial or professional purposes once the business, commercial or professional activities in existence before the recorded date of this instrument cease. Upon the destruction or voluntary removal of an apartment building on a lot existing as of the date of the recording of this declaration no apartment or commercial building of any type shall be constructed on such lot.

Section 2. Dwelling Size. The ground floor living area of each residential structure constructed after the effective date of this Declaration, exclusive of open or screened porches, open terraces, garages and parking areas, shall not be less than 1,000 square feet whether a one-story or a one and one-half or two story residential structure. At least twenty-five percent (25%) of the exterior of any residential structure constructed on a Lot after the effective date of this Declaration shall be comprised of brick or stone and the structure shall be set on a concrete slab foundation. All exterior wood surfaces shall have at least two (2) coats of paint.

Section 3. Location of the Improvements upon the Lot. No building shall be located on any Lot nearer to the front lot line or nearer to the side street lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential lot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line, nor nearer than 10 feet to the rear lot line, nor nearer than 5 feet to any side lot line. All residential structures shall front on the street on which the Lot faces, and each corner Lot shall front on the street which has the smallest frontage. For the purpose of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another Lot. All vehicle driveways shall be hard surfaced (i.e., asphalt or concrete). Any structures in existence before the recorded date of this instrument shall be deemed in compliance with this declaration.

Section 4. Composite Building Site. The Owner of one or more adjoining Lots or portions thereof may consolidate such Lots or portions thereof into one building site with the privilege of constructing one single-family dwelling thereon, in which case the setback lines shall be measured from the resulting property lines. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the Lots on the same block. Further, the dwelling constructed on any such composite building site must have the minimum ground floor living area specified in Article IV, Section 2, above.

Section 5. Fences and Walls. No fence, wall, hedge, pergola or ornamental structure of any kind shall be erected, grown or maintained on any part of the Lot forward of the front building line. No side or rear fence or wall shall exceed eight (8) feet in height. Provided that any fences or walls in existence as of the recording date of this declaration which do not comply with the provisions hereof shall be deemed to be in compliance; provided further that upon the destruction or volunteer removal of any such existing fence or wall, a new fence or wall shall comply with these provisions of the declaration.

Section 6. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be conducted on any Lot which is not related to single-family residential purposes; including the continual sale of any individual motorized vehicle. No noxious or offensive activity or condition of any sort shall be permitted to exist nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood.

Section 7. Storage of Vehicles. No motor vehicle or non-motorized vehicle, boat, trailer, bus, marine craft, recreational vehicle, eighteen (18) wheel vehicle, truck camper rig, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on a Lot unless completely concealed from public view in a garage or building or stored on the back of the lot and away from the easement or right-of-way and is not unsightly to the neighborhood. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that (a) are in operating condition, (b) have current license plates and inspection stickers and (c) are in daily use as motor vehicles on the streets and highways of the State of Texas, must be parked in the driveway on a lot; however, no vehicle shall be parked so as to obstruct or block a sidewalk. No vehicle may be repaired or restored on a Lot for a period exceeding three (3) consecutive days unless the vehicle being repaired or restored is concealed from public view inside the garage. The restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair or maintenance of a house on a Lot.

Section 8. Temporary Structures. No structure or thing of a temporary character, whether a trailer, tent, shack, mobile home, barn or outbuilding (other than one outbuilding as permitted in Article IV, Section 1, above) shall be erected or maintained on any Lot for any period of time or for any purpose. Except as provided in paragraph 1 of this Article IV, no structure on a Lot shall be used as a residence other than the dwelling.

Section 9. Mineral Operations. 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 drilling for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 10. Animals. No animals of any kind shall be raised, bred, or kept on any Lot except as thereafter provided. A total of three (3) dogs, three (3) cats, or three (3) other household pets may be kept on a Lot (except for fish of a type customarily kept within normal home aquariums, with respect to which there shall be no limitation on amount) provided that: (a) they are not kept, bred or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to their Owners or Neighbors; and (c) if dogs, they are kept within the dwelling, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leash being held by a person capable of controlling the animal. The Board of Directors of the Association may authorize in writing an animal other than a dog, cat or other household pet to be raised on a Lot for a temporary period of time specified by the Association, in writing, if the animal is to be raised in connection with a Future Farmers of America project and the animal does not make objectionable noises or create objectionable odors. Such temporary consent may be permitted if kept in the rear of the Lot, out of view from the street and regularly maintained.

Section 11. Lot Maintenance. The accumulation of garbage, trash or rubbish of any kind or the burning of any garbage, trash, rubbish or other materials on a Lot is prohibited. The accumulation of clutter, debris or disarray materials that is located under a carport, on the side of a building or located anywhere on a Lot is prohibited. All waste materials shall be kept in sanitary containers with covers or lids and disposed of on a bi-weekly basis. No permanent dumpster shall be permitted to remain on any lot or building site except those lots or building sites on which an apartment building is situated, but then only if the dumpster is completely concealed from view by a solid fence and located farther than five feet (5') from any property line. No materials or equipment except those incident to normal residential requirements or the construction of improvements thereon shall be stored on any lot. All trash containers, yard equipment, woodpiles, storage piles and permissible materials or equipment shall be kept or stored in the rear of the Lot behind a solid fence or otherwise out of view from the street in front of the Lot. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot except in the rear of the Lot behind a solid fence or otherwise out of

view from the street in front of the lot. The Owner shall at all times keep all weeds and grass on such Owner's Lot cut in a sanitary, healthful and attractive manner. No Owner shall permit the weeds or grass on such Owner's Lot to grow to a height greater than six inches (6"). All shrubs and trees should be pruned and maintained properly and in an attractive manner. In the event of a violation of the provisions of this section and the Owner's failure to comply with any of the provisions of this section within ten (10) days of the date of receipt of written notice thereof from the Association, the Association, its agents, servants and employees, shall have the right, in addition to and not in limitation of all the rights it may have under this Declaration, to enter upon such Owner's lot to abate or remove the things or conditions which constitute such violation. All costs of such efforts, including reasonable attorney's fees actually incurred, shall be billed to the Owner of the Lot who shall be obligated to pay such costs upon the receipt of the invoice, together with interest thereon at the rate of ten percent (10%) per annum from the date of such invoice until paid.

Section 12. Signs. No sign, advertisement or advertising structure of any kind shall be displayed on any Lot except one sign of not more than six (6) square feet advertising the Lot for sale or rent. No sign of any size or type shall be displayed on any Lot advertising or stating that the Lot has been or will be sold at foreclosure.

Section 13. Approval of Building Plans. No building, improvement or other structure shall be constructed, placed or altered on any Lot until the construction plans and specifications showing the nature, kinds, shape, height, width, color, materials and location of the proposed building, improvement or structure, have been submitted to and approved by the Board of Directors of the Association as to compliance with the provisions and harmony of exterior design and appearance. In the event the Board of Directors of the Association fails to approve or disapprove such plans and specifications within forty-five (45) days after receipt thereof, the requires for approval of the proposed improvement shall be deemed approved by the Board of Directors of the Association; provided that, no such deemed approval shall operate to permit the Owner to construct or maintain any improvement that violates any provision of this Declaration. After the approval of any proposed improvement, the proposed improvement shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed improvement in the plans submitted to the Board of Directors of the Association. A copy of each requisite city, county or other building permit shall be provided to the Board of Directors of the Association prior to the commencement of construction. After completion of construction a final copy of approval of each requisite city, county or other building permit shall be provided to the Board of Directors of the Association. No construction materials shall be delivered to the Lot more than two (2) weeks prior to the commencement of construction. All building materials must be kept or placed within the property lines of the Lot, not within any street or in a manner blocking or obstructing a sidewalk. Unused construction materials must either be removed from the Lot upon completion of the improvement or stored in the garage or outbuilding. Construction debris shall be removed periodically when deemed necessary from the Lot during the construction period.

Section 14. Antennas. No satellite dish antenna of any size or type shall be erected or installed forward of the front building line on any Lot after the effective date of this Declaration.

EXECUTED on the date or dates set opposite each name.

AMEND
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**FIRST AMENDMENT
TO THE
CORRECTION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LONG POINT OAKS**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, the "Correction of Declaration of Covenants, Conditions and Restrictions for Long Point Oaks" (the "Declaration") was recorded in the Official Public Records of Real Property of Harris County, Texas on November 4, 1994 under Clerk's File No. R136972, which instrument imposes various covenants, conditions and restrictions on the following real property:

All lots in Long Point Oaks, a subdivision in Harris County, Texas
according to the map or plat thereof recorded in Volume 47, Page
62, of the Map Records of Harris County, Texas

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and,

WHEREAS, the Declaration provides for amendment at any time by an instrument signed by not less than a majority of the Lot Owners; and

WHEREAS, the undersigned, being not less than a majority of the Lot Owners, desire to amend the Declaration in the manner set forth below;

NOW, THEREFORE, the undersigned, being not less than a majority of the Lot Owners, hereby amend the Declaration as follows:

1. Section 5 is hereby added to Article I of the Declaration to read as follows:
Section 5. "Plat" shall mean and refer to the plat for Long Point Oaks recorded in Volume 47, Page 62, of the Map Records of Harris County, Texas.
2. Section 15 is hereby added to Article IV of the Declaration to read as follows:
Section 15. Restriction on Subdividing. No Lot as shown on the Plat may be further subdivided and no portion of a Lot less than the entirety of the Lot shall be conveyed by the Owner of the Lot.

All capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, except as otherwise indicated.

Except as amended herein, all provisions in the Declaration remain in full force and effect.

238819

CERTIFICATE

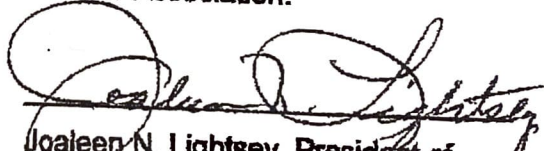
THE STATE OF TEXAS

COUNTY OF HARRIS

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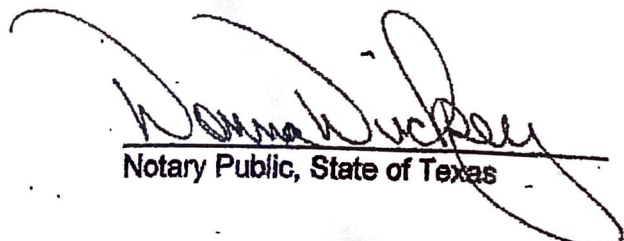
BEFORE ME, the undersigned authority, on this day personally appeared Joaleen N. Lightsey, President of Old Spring Branch Civic Association, known to me to be the person whose name is subscribed below, who, upon oath, did depose and state as follows:

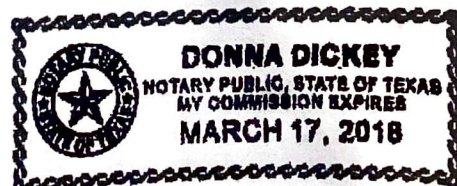
My name is Joaleen N. Lightsey. I am the President of Old Spring Branch Civic Association (the "Association"). I am over the age of twenty-one (21) years, I have never been convicted of a crime and I am fully competent to make this affidavit. Attached hereto are signatures of the owners of lots in Long Point Oaks approving the First Amendment to the Correction of Declaration of Covenants, Conditions and Restrictions for Long Point Oaks. I certify that the attached signatures represent the written agreement of not less than a majority of the lot owners in Long Point Oaks to amend the Correction of Declaration of Covenants, Conditions and Restrictions for Long Point Oaks. This certification is based upon the ownership records of the Association.


Joaleen N. Lightsey, President of
Old Spring Branch Civic Association

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Given under my hand and seal of office this 29th day of April, 2014.


Notary Public, State of Texas



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Pages 10

04/30/2014 12:45:15 PM

e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY

STAN STANART

COUNTY CLERK

Fees 48.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

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