

DECLARATION OF ARCHITECTURAL STANDARDS AND RESTRICTIONS OF
CYPRESSWOOD PLACE, SECTION ONE (1)
REGARDING ARCHITECTURAL CONTROLS

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THE STATE OF TEXAS §
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COUNTY OF HARRIS §

WHEREAS, CHAYN MOUSA, as developer, caused that certain instrument entitled "Declaration of Covenants, Conditions, Restrictions and Easements of Cypresswood Place, Section One A Harris County Subdivision" (the "Original Declaration") to be recorded under Clerk's File No. P333194 of the Harris County Real Property Records, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Cypresswood Place, Section One, a Harris County subdivision according to the map or plat thereof recorded under County Clerk's File No. P274418 and Film Code No. 356068 of the Map Records of Harris County, Texas (the "Subdivision"); and

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WHEREAS, the Original Declaration provides for amendment at any time by an instrument signed by at least two-thirds (2/3rds) of the then owners owning lots within the subdivision; and

WHEREAS, the undersigned, being at least two-thirds (2/3rds) of the owners of lots in Cypresswood Place, Section One (1), have agreed to amend the Original Declaration applicable to such subdivision;

NOW THEREFORE, the undersigned, being at least two-thirds (2/3rds) of the owners of lots in Cypresswood Place, Section One (1), hereby amend the Original Declaration as follows:

ARTICLE I
DEFINITIONS

As used in this declaration, the terms set forth below shall have the following meanings:

SECTION 1.01 ARCHITECTURAL CONTROL COMMITTEE – The Architectural Control Committee established and empowered in accordance with Article III of this Declaration.

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SECTION 1.02 ARTICLES OF INCORPORATION – The Articles of Incorporation of the Association.

SECTION 1.03 ASSESSMENT(S) – An Annual Assessment, Special Assessment or a Reimbursement Assessment.

SECTION 1.04 ASSOCIATION - CYPRESSWOOD PLACE COMMUNITY IMPROVEMENT ASSOCIATION, A Texas non-profit corporation, its successors and/or assigns.

SECTION 1.05 BOARD OR BOARD OF DIRECTORS – The Board of Directors of the Association as elected in accordance with the Articles of Incorporation and the Bylaws.

SECTION 1.06 BYLAWS – The Bylaws of the Association, as same may be amended from time to time.

SECTION 1.07 COMMON AREAS – All of the Subdivision other than the Lots, including the reserves shown on the Plat, together with any other common areas described on the Plan. The Common Area may be owned by the Association for the benefit of and for the common use and enjoyment of the Owners of Lots.

SECTION 1.08 DECLARATION – Means the First Amended Declaration of Covenants, Conditions and Restrictions of Cypresswood Place, Section One (1) applicable to all of the Lots and reserves in the Subdivision or any amendment thereto.

SECTION 1.081 DECLARATION OF ARCHITECTURAL STANDARDS – The covenants, conditions, restrictions, easements, reservations and stipulations that shall be applicable to and govern the improvement, use, occupancy, and conveyance of all the Lots and reserves, in the Subdivision set out in this instrument or any amendment thereto.

SECTION 1.09 DWELLING UNIT – A residential building designed for, and limited and restricted to occupancy by a single family on a Lot, not including an accessory building or garage.

SECTION 1.10 IMPROVEMENT TO PROPERTY – Includes, without limitation: (a) the construction, installation or erection of any building, structure, or other Improvement, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure, or other Improvements; (c) the grading, excavation, filing, or similar disturbance to the surface of any Lot, including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; and (d) any exterior modification,

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expansion, change or alteration of any previously approved Improvement to Property, including any change of exterior appearance, color, or texture not expressly permitted by this Declaration of Architectural Standards, or the Rules and Regulations.

SECTION 1.11 IMPROVEMENTS - All structures and any appurtenances thereto of every type or kind, including, but not limited to: buildings, outbuilding, swimming pools, spas, hot tubs, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, sidewalks, walkways, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening, walls retaining walls, stairs, decks, fixtures, windbreaks, poles, signs, exterior air conditioning fixtures and equipment, water softener fixtures, exterior lighting, recreational equipment or facilities, radio, conventional or cable or television antenna or dish, microwave television antenna, and landscaping that is placed on and/or visible from any Lot or public street within the Subdivision.

SECTION 1.12 LOT - Each of the lots shown on the map or plat of the Subdivision.

SECTION 1.13 MEMBER OR MEMBERS - All Owners of Lots who are members of the Association as provided in the First Amended Declaration of Covenants, Conditions and Restrictions of Cypresswood Place, Section One (1) - Article III, Section 3.3.

SECTION 1.14 MINIMUM CONSTRUCTION STANDARDS - Minimum Construction Standards, as amended from time or otherwise approved by the Architectural Control Committee, shall mean and refer to those guidelines and standards the Architectural Control Committee is empowered to adopt governing the Improvement to Property.

SECTION 1.15 MORTGAGE - A security interest, mortgage, deed of trust, or lien instrument voluntarily granted by an Owner of a Lot to secure the payment of a loan made to such Owner, duly recorded in the office of the County Clerk of Harris County, Texas, and creating a lien or security interest encumbering a Lot and some or all improvements thereon.

SECTION 1.16 MORTGAGEE - A mortgagee under a Mortgage or a beneficiary under a deed of trust, as the case may be, and the assignees of any such mortgagee or beneficiary.

SECTION 1.17 NOTICE AND HEARING - A written notice and a public hearing before the Board of Directors in the manner provided in the Bylaws.

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SECTION 1.18 OWNER – Any Person, firm, corporation or other entity, or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

SECTION 1.19 PERSON – A natural person, a corporation, a partnership, or any other legal entity.

SECTION 1.20 PLAT – The official plat of Cypresswood Place, Section One, filed of record under Harris Country Clerk’s File No. P274418 and Film Code 356068 in the Map Records of Harris County, Texas.

SECTION 1.21 PLANS – The final construction plans and specifications (including a related site plan) of any Dwelling Unit, building or improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of the Property.

SECTION 1.22 PROPERTY – All property known as Cypresswood Place, Section One, a subdivision according to the map or plat thereof recorded under County Clerk’s File No. P274418 and Film Code No. 356068 of the Map Records of Harris County, Texas.

SECTION 1.23 REIMBURSEMENT ASSESSMENT – A charge against a particular Owner and its Lot for the purpose of reimbursing the Association for expenditures and other costs of the Association incurred in curing any violation, directly attributable to the Owner, as provided in this Declaration of Architectural Standards.

SECTION 1.24 RULES AND REGULATIONS – Such rules and regulations as the Association may promulgate from time to time with respect to the Subdivision, which may include reasonable provisions for fines for violation of such Rules and Regulations.

SECTION 1.25 SUBDIVISION - All the certain real property located within Harris County, Texas, as reflected on the Plat.

ARTICLE II
ESTABLISHMENT OF GENERAL PLAN

SECTION 2.01 GENERAL PLAN AND DECLARATION – This Declaration of Architectural Standards hereby is established pursuant to and in furtherance of a common and general plan for the improvement of Lots within the Subdivision and for the purpose of enhancing and protecting the value, desirability, and

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attractiveness of the Subdivision. The Lots and Common Area in the Subdivision shall be subject to the jurisdiction of the Association.

SECTION 2.02 EQUITABLE SERVITUDE - The covenants, conditions, restrictions, limitations, reservations, easements, and exceptions of this Declaration of Architectural Standards hereby are imposed as equitable servitude upon each Lot, and the Common Areas within the Subdivision, for the benefit of each and every other Lot and parcel of Common Area within the Subdivision, as the dominant estate.

SECTION 2.03 COVENANTS APPURTENANT - The covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitude, and other provisions set forth in this Declaration of Architectural Standards shall be governed by, and shall inure to the benefit of and shall be binding upon, all of the Subdivision, and each Lot and the Common Area therein, and shall be binding upon and inure to the benefit of: (a) the Subdivision; (b) the Association and its successors and assigns; and (c) all Persons having, or hereafter acquiring, any right, title, or interest in all or any portion of the Subdivision and their heirs, executors, successors, and assigns.

WHEREAS, it is the intent of this instrument to amend Article IV of the Original Declaration and rename it as Article III of this Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) Regarding Architectural Control.

ARTICLE III
ARCHITECTURAL APPROVAL

SECTION 3.01 ARCHITECTURAL CONTROL COMMITTEE - As used in this Declaration of Architectural Standards, the term "Architectural Control Committee" shall mean a committee of three (3) members, all of whom shall be appointed by the Board. The Board shall have the right to appoint all members. Members of the Architectural Control Committee appointed by the Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. The Architectural Control Committee shall have the right to designate a Committee Representative by recordation of a notice of appointment in the Official Public Records of Real Property of Harris County, Texas, which notice must contain the name, address, and telephone number of the Committee Representative. All third parties shall be entitled conclusively to rely upon such person's action as the actions of the Architectural Control Committee itself until such time as the Architectural Control Committee shall record a notice of revocation of such appointment in the Official Public Records Real Property of Harris County, Texas.

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SECTIONS 3.02 APPROVAL OF IMPROVEMENTS REQUIRED – The approval of a majority of the members of the Architectural Control Committee or the approval of the “Committee Representative” (as hereinafter defined) shall be required for any Improvement to Property before commencement of construction or construction of such Improvement to Property.

SECTION 3.03 ADDRESS OF COMMITTEE – The address of the Architectural Control Committee shall be at the principal office of the Association.

SECTION 3.04 SUBMISSION OF PLANS – Before commencement of work to accomplish any proposed Improvement to Property, the Applicant proposing to make such Improvement to Property shall submit to the Architectural Control Committee at its offices copies of such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specification, and samples of materials and colors as the Architectural Control Committee reasonably shall request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property, as may be more particularly described from time to time in any Minimum Construction Standards adopted by the Architectural Control Committee. The Architectural Control Committee may require submission of additional plans, specifications, or other information before approving or disapproving the proposed Improvement to Property. Until receipt by the Architectural Control Committee of all required materials in connection with the proposed Improvement to Property, the Architectural Control Committee may postpone review of any materials submitted for approval.

SECTION 3.05 CRITERIA FOR APPROVAL - The Architectural Control Committee shall approve any proposed Improvement to Property only if it determines in its reasonable discretion that Improvements to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Subdivision as a whole; that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Subdivision, including, without limitation, quality of materials and location with respect to topography and finished grade elevation; that the Improvement to Property will comply with the provisions of this Declaration of Architectural Standards and any applicable plat, ordinance, governmental rule, or regulation; that the Improvements to Property will not detract from the beauty, wholesomeness, and attractiveness of the subdivision or the enjoyment thereof by Owner; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association. The Architectural Control Committee may condition its approval of any proposed Improvement to Property upon the making of such changes thereto as the Architectural Control Committee may deem appropriate.

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SECTION 3.06 MINIMUM CONSTRUCTION STANDARDS – The Architectural Control Committee may adopt and from time to time may supplement or amend the Minimum Construction Standards, which provides an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and the Architectural Control Committee may impose other requirements in connection with its review of any proposed Improvements. If the Minimum Construction Standards impose requirements that are more stringent than the provisions of this Declaration of Architectural Standards, the provisions of the Minimum Construction Standards shall govern.

SECTION 3.07 ARCHITECTURAL REVIEW FEE – The Architectural Control Committee may, in its Minimum Construction Standards, provide for the payment of a fee to accompany each request for approval of any proposed Improvement to Property and to cover the cost of inspection and re-inspecting any Improvement to Property. The Architectural Control Committee may provide that the amount of such fee shall be uniform for similar types of any proposed Improvement to Property or that the fee shall be determined in any other reasonable manner, such as based upon the reasonable cost of the proposed Improvement to Property.

SECTION 3.08 APPEAL TO ASSOCIATION BOARD – If the Architectural Control Committee denies or refuses approval of a proposed Improvement to Property, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Board within thirty (30) days after receipt of such denial or refusal. The Board of Directors shall hear the appeal within thirty (30) days after receipt of Applicant’s request for a hearing. The Board shall then decide with reasonable promptness whether or not the proposed Improvement to Property shall be approved. The decision of the Board of Directors shall be final and binding on all Persons.

SECTION 3.09 FAILURE OF COMMITTEE TO ACT ON PLANS – Any request for approval of a proposed Improvement to Property shall be deemed denied by the Architectural Control Committee, unless approval or a request for additional information or materials is transmitted to the Applicant by the Architectural Control Committee within forty-five (45) days after the date of receipt by the Architectural Control Committee of all required materials, provided, however, that no such deemed approval shall operate to permit any Owner to construct or violate any provision of this Declaration of Architectural Standards. The Architectural Control Committee at all times retains the right to object to any Improvement to Property that violates any provision of this Declaration of Architectural Standards.

SECTION 3.10 PROSECUTION OF WORK AFTER APPROVAL – After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible and in strict

conformity with the Architectural Control Committee. Failure to complete the proposed Improvement to Property within six (6) months after the date of approval or such other period of time as shall have been authorized in writing by the Architectural Control Committee (unless an extension has been granted by the Architectural Control Committee in writing) or to complete the Improvements to Property in strict conformity with the description and materials furnished to the Architectural Control Committee, shall operate automatically to revoke the approval by the Architectural Control Committee of the proposed Improvement to Property. No Improvement to Property shall be deemed completed until the exterior fascia and trim on the structure has been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Dwelling Unit, other than attics, have been completed. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

SECTION 3.11 NOTICE OF COMPLETION – Promptly upon completion of the Improvement to Property, the Applicant shall deliver a notice of completion (“Notice of Completion”) to the Architectural Control Committee and, for all purposes hereunder, the date of receipt of such Notice of Completion by the Architectural Control Committee shall be deemed to be the date of completion of such Improvement to Property, provided that the Improvement to Property is, in fact, completed as of the date of receipt of the Notice of Completion.

SECTION 3.12 NOTICE OF NONCOMPLIANCE – If, as a result of inspections or otherwise, the Architectural Control Committee finds that any Improvement to Property has been constructed or undertaken without obtaining the approval of the Architectural Control Committee, or has been completed other than in strict conformity with the description and materials furnished by the Applicant to the Architectural Control Committee, or has not been completed within the required time period after the date of approval by the Architectural Control Committee shall notify the Applicant in writing of the noncompliance (“Notice of Noncompliance”), which notice shall be given, in any event, within sixty (60) days after the Architectural Control Committee receives a Notice of Completion from the Applicant. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

SECTION 3.13 FAILURE OF COMMITTEE TO ACT AFTER NOTICE OF COMPLETION – If, for any reason other than the Applicant’s act or neglect, the Architectural Control Committee fails to notify the Applicant of any noncompliance within sixty (60) days after receipt by the Architectural Control Committee of a written Notice of Completion from the Applicant, the Improvement to Property shall be deemed in compliance if the Improvement to Property in fact was completed as of the date of Notice of Completion; provided, however, that no such

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deemed approval shall operate to permit any Owner to construct or maintain any Improvement to the Property that violates any provision of this Declaration of Architectural Standards or the Minimum Construction Standards, the Architectural Control Committee at all times retaining the right to object to any Improvement to Property that violates this Declaration of Architectural Standards or the Minimum Construction Standards.

SECTION 3.14 APPEAL TO BOARD OF FINDING OF NONCOMPLIANCE – If the Architectural Control Committee gives any Notice of Noncompliance, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Board and the Architectural Control Committee within thirty (30) days after receipt of the Notice of Noncompliance by the Applicant. Additionally, if, after a Notice of Noncompliance, the Applicant fails to commence diligently to remedy such noncompliance, the Architectural Control Committee shall request a finding of noncompliance by the Board of Directors by giving written notice of such request to the Association and the Applicant within thirty (30) days after delivery to the Applicant of a Notice of Noncompliance from the Architectural Control Committee. In either event, the Board of Directors shall hear the matter with reasonable promptness after reasonable notice of such Notice and Hearing to the Applicant and the Architectural Control Committee and shall decide, with reasonable promptness, whether or not there has been such noncompliance and, if so, the nature thereof and required corrective action. The decision of the Board of Directors shall be final and binding on all Persons.

SECTION 3.15 CORRECTION OF NONCOMPLIANCE - If the Board of Directors determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of receipt by the Applicant of the ruling of the Board of Directors. If the Applicant does not comply with the Board ruling within such period, the Board may, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the real property on which the noncompliance exists in the Official Public Records of Real Property of Harris County, Texas; (b) remove the noncomplying Improvement to Property; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in questions), and if the Board elects to take any action with respect to such violation, the Applicant shall reimburse the Association upon demand for all expenses incurred therewith. If such expenses are not promptly repaid by the Applicant or Owner to the Association, the Board may levy a Reimbursement Assessment for such costs and expenses against the Owner of the Lot in question. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration of Architectural Standards, or otherwise.

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SECTION 3.16 – NO IMPLIED WAIVER OR ESTOPPEL – No action or failure to act by the Architectural Control Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee or the Board of Directors, with respect to any Improvement to Property. Specifically, the approval by the Architectural Control Committee of any Improvement to Property shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Property by such Person or otherwise.

SECTION 3.17 POWER TO GRANT VARIANCES – The Architectural Control Committee may authorize variances from compliance with any of the provisions of Article III of this Declaration of Architectural Standards (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of Improvements to Property, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Control Committee. Notwithstanding anything contained in this Declaration of Architectural Standards to the contrary, the Committee Representative shall not have the authority to grant a variance. If any such variance is granted, no violation of the provisions of this Declaration of Architectural Standards shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration of Architectural Standards for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the Architectural Control Committee other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner’s obligation to comply with all governmental laws and regulations affecting the property concerned.

SECTION 3.18 COMPENSATION OF ARCHITECTURAL CONTROL COMMITTEE MEMBERS – The members of the Architectural Control Committee shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

SECTION 3.19 RECORDS OF ACTION – The Architectural Control Committee shall report in writing to the Board of Directors all final action of the Architectural Control Committee and the Board shall keep a permanent record of such reported action.

SECTION 3.20 ESTOPPEL CERTIFICATES – The Board of Directors, upon the reasonable request of any interested party and after confirming any necessary facts with the Architectural Control Committee, shall furnish a certificate with respect to the approval or disapproval of any Improvement to Property or with respect to whether any Improvement to Property was made in compliance herewith. Any Person, without actual notice of any falsity or inaccuracy of such a certification, shall be entitled to rely on such certificate with respect to all matters set forth therein.

SECTION 3.21 NON-LIABILITY FOR ARCHITECTURAL CONTROL COMMITTEE ACTION – None of the members of the Architectural Control Committee, any Committee Representative, the Association, any member of the Board of Directors shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Control Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall approval of an Improvement to Property be deemed approval of, the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, none of the Architectural Control Committee, members of the Architectural Control Committee, the Committee Representative, any member of the Board of Directors shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another such individuals, whether such other individuals were acting on behalf of the Association, the Architectural Control Committee, the Board of Directors, or otherwise. Finally, neither the Association, the Board, the Architectural Control Committee, or their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements, or portion thereof, or for failure to repair or maintain the same.

SECTION 3.22 CONSTRUCTION PERIOD EXCEPTION – During the course of actual construction of any permitted structure or Improvement to Property, and provided construction is proceeding with due diligence, the Architectural Control Committee may temporarily suspend the provisions of Article III contained in this Declaration of Architectural Standards to the property upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration of Architectural Standards upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Subdivision.

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WHEREAS, it is the intent of this instrument to amend Article V of the Original Declaration and rename it as Article IV of this Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) Regarding Architectural Control.

**ARTICLE IV
ARCHITECTURAL RESTRICTIONS**

SECTION 4.01 DWELLING UNIT SIZE – The ground floor area of any one story Dwelling Unit, exclusive of porches and garages, shall contain not less than one thousand six hundred (1,600) square feet. The ground floor area of any one and one-half story and two story Dwelling Units, exclusive of porches and garages, shall contain not less than one thousand (1,000) square feet, and the total living area of any one and one-half or two story single family dwelling, exclusive of porches and garages shall contain not less than one thousand six hundred (1,600) square feet.

SECTION 4.02 HEIGHT AND CHARACTER OF DWELLING UNIT – No Dwelling Unit shall be erected, altered, or permitted to remain on any Lot other than one Dwelling Unit used for single family residential purposes only, as defined in Section 4.2 of the Declaration, and not to exceed the lesser of two (2) stories or forty-five (45) feet above the level of the street in front of the Lot in question, and a fully enclosed garage as provided in Section 4.05 and other bona fide servants quarters; provided, however, that the servants quarters’ structure may not exceed the main dwelling in height. Provided further that it shall be permissible to have third level living space in the Dwelling Unit completely under a sloped roof with dormers or gables or additional levels beneath ground level in the Dwelling Unit, garage, or servant’s quarters, so long as the maximum height of the buildings does not exceed forty-five (45) feet.

SECTION 4.03 LOCATION OF DWELLING UNIT – Except as may be authorized in writing by the Architectural Control Committee, no Dwelling Unit or Improvement shall be located within ten (10) feet of any front Lot line nor nearer to any side or rear Lot line than as permitted by the utility easements shown on the recorded plat of the Subdivision. Provided, however, all dwelling constructed on Lots may have one outside wall abutting the Lot line designated in writing as the “zero setback line” for that Lot by the Architectural Control Committee. To provide for uniformity and proper utilization of the building area within the Lots, residences or appurtenant structures on a Lot shall not be less than five (5) feet from the resident or appurtenant structure on any contiguous Lot(s). Roofs on the zero setback line shall be constructed in such a manner as not to drain on to the adjacent Lot. No windows, doors or other openings may be placed in the wall built on or parallel to the zero setback line; provided, however, glass blocks/bricks or opaque glass may be used above seven (7) feet, as approved by the Architectural Control Committee.

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SECTION 4.04 USE OF TEMPORARY STRUCTURES – No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn, or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently.

SECTION 4.05 CARPORTS/GARAGES - No carports shall be constructed on any Lot without the prior written consent of the Architectural Control Committee. All garages shall be: (a) fully operable; (b) capable of housing at least two (2) automobiles; and, (c) enclosed by garage doors which must be kept in the closed position when the garage is not being used by the Owner or occupant.

SECTION 4.06 DRIVEWAYS – Unless the Architectural Control Committee agrees otherwise, each Lot shall have driveway access to the street on which the Dwelling Unit constructed thereon faces. Subject to the forgoing limitations, the Owner of each Lot shall construct and maintain at his/her expense a driveway from garage to an abutting street.

SECTION 4.07 ROOFS – All roofs shall be approved by the Architectural Control Committee in writing. SEE SPECIFIC GUIDELINES FOR ROOFING MATERIALS – under separate heading on the Association Website.

SECTION 4.08 - RAINWATER RECOVERY SYSTEMS - SEE SPECIFIC GUIDELINES FOR RAINWATER RECOVERY SYSTEMS - under separate heading on the Association Website.

SECTION 4.09 SOLAR COLLECTORS – No solar collector shall be installed without the prior written approval of the Architectural Control Committee. Any such installation shall be in harmony with the design of the Dwelling Unit. SEE SPECIFIC GUIDELINES FOR SOLAR ENERGY DEVICES - under separate heading on the Association Website.

SECTION 4.10 WIND GENERATORS – No wind generators shall be erected or maintained on any Lot that is visible from any street, Lot or Common Area.

SECTION 4.11 YARD SPRINKLER SYSTEM – Each Dwelling Unit shall have a working underground yard water sprinkler system covering all areas intended for grass planting installed prior to the sale of such residence, which water sprinkler system shall be owned and maintained by the Owner of the Lot upon which it is situated, and operated by the Owner as may be required by the Rules and Regulations and as necessary to maintain the grass in all yard areas. The system shall contain adequate lap of spray such that the pattern provides full coverage of the grass areas.

SECTION 4.12 GRASS, SHRUBBERY AND LANDSCAPING – Prior to initial sale thereof, each Lot with a residence thereon shall be sodded with grass, and all areas visible from any street shall be landscaped with shrubbery of types and quantities approved by the Architectural Control Committee. All grass shall be maintained by the Association and the Association shall have and hereby reserves an easement across the Lots for the purpose of maintaining the grass on a lot. All other landscaping shall be maintained by each Owner in accordance with the Subdivision standards.

SECTION 4.13 EXTERIOR LIGHTING – All exterior lighting must first be approved by the Architectural Control Committee.

SECTION 4.14 WALLS AND FENCES – The construction or installation of walls and fences (including the location thereof) by Owners shall be subject to approval by the Architectural Control Committee in accordance with the provisions of this Declaration of Architectural Standards. The approved materials will be wrought iron and/or brick if used on a fence on the front of the Owner’s property. The Owner shall be responsible for maintaining and repairing all walls and fences installed by an Owner.

SECTION 4.15 REMOVAL OF TRASH AND DEBRIS DURING CONSTRUCTION – During the construction, repair, and restoration of Improvements, each Builder shall remove and haul from the Lots all tree stumps, tree-limbs, branches, underbrush, and all other trash or rubbish cleared from the Lot to Permit construction of the Improvements, including landscaping. No burning of trash or other debris is permitted on any Lot, and no materials or trash hauled from any Lot may be placed elsewhere within the Subdivision, unless approved in writing by the Architectural Control Committee. Additionally, each Owner or Builder, during construction of Improvements, continuously shall keep the Lot in a reasonable clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept picked up, and hauled from the Lot on a regular basis. Other useable building materials are to be kept stacked and organized in a reasonable manner. No trash, materials, or dirt shall be placed in any street. Any such trash, materials, or dirt inadvertently spilling or getting into the street or gutter shall be removed, without delay, not less frequently than daily.

SECTION 4.16 EXCAVATION AND TREE REMOVAL – The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction of such Lot. No trees shall be cut or removed except to provide room for construction or Improvements or to remove dead or unsightly trees; provided, however, that removal of any other tree requires the approval of the Architectural Control Committee.

SECTION 4.17 DRAINAGE – No Owner of a Lot shall be permitted to construct Improvements on such Lot or grade such Lot or permit such Lot to remain in or be placed in such condition that rain water falling on such Lot drains to any other Lot, any of the Common Area, or on to or into the drainage easements; and, in pursuance of the preceding requirement, underground drains and gutters on roofs or other means approved by the Architectural Control Committee or Board, as may be applicable, shall be required in order that all such rain water shall drain into an underground drainage system at such Lot (or other means approved by the Architectural Control Committee or Board, as may be applicable), and must drain to the front of the lot.

SECTION 4.18 PRIVATE UTILITY LINES – All electrical telephone and other utility lines and facilities which are located on a Lot and which are not owned and maintained by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Architectural Control Committee, and shall be maintained at all times by the Owner of the Lot upon which it is located.

SECTION 4.19 ENTRANCE AND EXTERIOR WALL/FENCE – There may be an Exterior Brick Wall constructed surrounding the entire Subdivision. No Owner of a Lot abutting or upon which the Exterior Brick Wall is located may remove, modify, or attach anything to or connect to the Exterior Brick Wall. The Association shall be obligated to maintain and repair the Exterior Brick Wall at all times in a neat and orderly condition and good state of repair.

Notwithstanding any other provisions hereof, the Association shall have and hereby reserves an easement across the Lots for the purpose of inspecting, maintaining, and repairing the Exterior Wall/Fence to the extent, if any, that the Association determines to be necessary; and the Association hereby reserves reasonable rights of access over and across the Lots and the Common Area in the Subdivision in order to have reasonable access to such Exterior Brick Wall.

SECTION 4.20 DAMAGE OR DESTRUCTION OF IMPROVEMENTS – Owners are bound and obligated through the purchase of a Lot to maintain the Lot and all Improvements thereon in a neat and habitable manner. In the event of damage to any Improvement, the Owner shall have the shorter of the period permitted by applicable laws or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and, once timely commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the Improvements is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the Improvements at such time, then the Owner may apply for a "hardship" extension to the operation of this restriction to be submitted to the Board within sixty (60) days from the date of such destruction or damage. The Board shall rule on the

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Owner's Application for a "hardship" extension within thirty (30) days from the date of submission. In no event shall the granting of a "hardship" extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a hardship extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Architectural Control Committee, so as to present a pleasing and attractive appearance.

WHEREAS, it is the intent of this instrument to amend Article VIII of the Original Declaration and rename it as Article V of this Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) Regarding Architectural Control.

ARTICLE V
EASEMENTS AND UTILITIES

SECTION 5.01 TITLE TO UTILITY LINES - The title conveyed to any Lot within the Subdivision shall be subject to any easement affecting same for utility or other purposes and shall not be held or construed to include the storm sewer, or sanitary sewer line, poles, pipes, conduits, or other appurtenances or facilities constructed by the Association, or public or private utility companies upon, under, along, across, or through such utility easements; and the right (but no obligation) to construct, maintain, repair, and operate such systems, utilities, appurtenances, and facilities is reserved to the Association and their successors and assigns. The Owners of the respective Lots shall not be deemed separately to own pipes, wires, conduits, or other service lines running through their property that are used for or serve other Lots, but each Owner shall have an easement for such use of the aforesaid facilities as shall be necessary for the use, maintenance, and enjoyment of his/her Lot.

SECTION 5.02 ACCESS EASEMENT FOR OWNERS - A non-exclusive easement hereby is granted to each Owner in and to Lots for the Purpose of reasonable and necessary access to such Owner's Lot for construction, maintenance, and repair of Improvements thereon, provided that the Owner using an adjacent Lot for access purposes (the "Easement Site") shall keep such Easement Site free of any trash, rubbish, and any other materials at all times during or after construction. Prior to any exercise of the access easement granted in this Section 5.02, the Owner of the Lot intending to exercise such easement upon, over, or across the Easement Site shall give notice of such intent to the Owner (or occupant) of the Easement Site. Unless otherwise authorized in writing by the Owner of the Easement Site, this access easement may be used only between the hours, local time, of 7:00 a.m. to 8:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m., Saturday and may be used only if the Owner (or occupant) intending to use such access easement gives at least twenty-four (24) hours notice (oral and written) to the Owner (or occupant) of the Easement Site

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(except in the case of an emergency or if no notice need be given). In all events, the Easement Site shall be used in such manner as to avoid any unreasonable or unnecessary interference with the possession, use, or enjoyment of the Easement Site by the Owner (or occupant) of such Easement Site, and the Owner using the Easement Site in all circumstances promptly shall repair any damage to the Easement Site caused by such Owner's use. If the Owner using the Easement Site does not repair any damage to the Easement Site caused by the Owner's use thereof within thirty (30) days after notice to the Owner harming the Easement Site of the damage, then the Association shall have the right, but shall not be obligated to, repair such damage and assess a Reimbursement Assessment against the Lot of the Owner harming the Easement Site. The Owner of the damaged Easement Site also shall be entitled to exercise all available legal and equitable remedies, in the event of the subject Owner's failure to repair any damage to the Easement Site.

SECTION 5.03 ASSOCIATION EASEMENTS – The Association, its agents, servants, and employees shall have all other such easements as specifically referenced throughout this Declaration of Architectural Standards.

WHEREAS, it is the intent of this instrument to amend Article IX of the Original Declaration and rename it as Article VI of this Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) Regarding Architectural Control.

ARTICLE VI
ELECTRICAL SERVICE

SECTION 6.01 UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM – An underground electric distribution system has been installed in that part of the subdivision designated herein as Underground Residential Subdivision, which underground service area embraces all of the Lots which are platted in the subdivision. The Owner of each lot containing a single dwelling unit shall at his/her own cost furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and/or National Electric Code) the undergrounds service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric provider at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connection at said point of attachment and at the meter. In addition, the Owner of each lot containing a single dwelling unit shall at his/her own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. As long as underground service is

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maintained in the underground residential subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase 240/120 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the underground residential subdivision at no cost to the Subdivision.

No provision of this section (the text of which is prescribed by the electric company) shall in any manner operate or be constructed to permit the construction on any Lot of any type of residential structure other than a single family residence.

WHEREAS, it is the intent of this instrument to amend Article X of the Original Declaration and rename it as Article VII of this Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) Regarding Architectural Control.

**ARTICLE VII
UTILITIES**

SECTION 7.01 TELEPHONE SERVICE – Telephone service shall be available to each Lot, and the Common Area by way of underground cable which shall be installed, owned and maintained by the telephone company. The Association shall be authorized and empowered to grant such specific easements in, under, on or above the Common Area as the telephone company may require to furnish.

SECTION 7.02 OVERHEAD EASEMENTS – No owner shall erect any wall, fence, barbecue pit or other landscaping structure within the area of the overhead power easement which encircles the property, or any path easement designated on the subdivision plan, nor shall any hedges, scrubs, trees or other bushes be planted within, across or over such easement or easements.

SECTION 7.03 PRIVATE UTILITY LINES – All electrical, telephone or other utility lines and facilities which are located on a lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Architectural Control Committee.

SECTION 7.04 EASEMENT FOR SURFACE DRAINAGE – No wall, fence, hedge, or other obstacle shall be constructed so as to prevent natural surface drainage across adjoining lots.

ARTICLE VIII
AMENDMENT TO DECLARATION AND DURATION

SECTION 8.1 AMENDMENT– The provisions of this Declaration of Architectural Standards may be amended at any time by an instrument in writing signed by the Secretary of the Association certifying that Owners representing not less than two thirds (2/3) of the total votes allocated to Owners in the Association approved such amendment, setting forth the amendments and duly recorded in the Official Public Records of Real Property of Harris County, Texas.

SECTION 8.2 DURATION – This Declaration of Architectural Standards shall remain in full force and effect until January 1, 2035, and shall be extended automatically for successive ten (10) year periods; provided, however, that this Declaration of Architectural Standards may be amended at any time, as set forth in Section 8.1.

ARTICLE IX
MISCELLANEOUS

SECTION 9.01 SEVERABILITY – In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration of Architectural Standards, the remainder of the Declaration of Architectural Standards shall remain in full force and effect.

SECTION 9.02 NUMBER AND GENDER – Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 9.03 DELAY IN ENFORCEMENT – No delay in enforcing the provisions of this Declaration of Architectural Standards with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 9.04 ENFORCEABILITY – This Declaration of Architectural Standards shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by the Association and each Owner of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce this Declaration of Architectural Standards is initiated against an Owner or occupant of

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a Lot by the Association, the Association or other Owner, as the case may be, shall be entitled to recover reasonable attorney's fees from the Owner or occupant of a Lot who violated this Declaration of Architectural Standards.

SECTION 9.05 REMEDIES – In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of this Declaration of Architectural Standards, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

SECTION 9.06 RIGHT OF ENTRY; ENFORCEMENT BY SELF HELP – The Association shall have the right, in addition to and not in limitation of all the rights it may have under this Declaration of Architectural Standards, to enter upon any Lot, including any Improvements located thereon, for emergency, security, maintenance, repair, or safety purposes, which right may be exercised by the Association's Board, officers, agent, employees, managers, and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or occupant of the Lot or Improvements. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Improvements or any portion of a Lot to abate or remove, using such force as reasonably may necessary, any Improvement to Property, other structure, or thing or condition that violates this Property, other structure, or thing or condition that violates this Declaration of Architectural Standards, the Bylaws, the Rules and Regulations, or any use restrictions. Unless an emergency situation exists, such self-help shall be preceded by written notice. All costs of self-help, including reasonable attorney's fees actually incurred, should be assessed against the violating Owner and shall be collected as provided for herein for the collection of the Assessments. All such entries shall be made with as little inconvenience to the Owner as is practicable in the Judgment of the Association and any damages caused thereby (as distinguished from repairs with respect to which the Association is entitled to a Reimbursements Assessment) shall be borne by the Maintenance Fund of the Association.

SECTION 9.07 VIOLATION OF LAW – Any violation of any federal, state, municipal, or local law, ordinance, rule or regulation, pertaining to the ownership, occupation, or use of any property within the Subdivision hereby is declared to be a violation of this Declaration of Architectural Standards and shall be subject to any and all of the enforcement procedures set forth in the Declaration of Architectural Standards.

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SECTION 9.08 REMEDIES CUMULATIVE – Each remedy provided under this Declaration of Architectural Standards is cumulative and not exclusive.

SECTION 9.09 VACATING OF PLAT OR CORRECTION OF PLAT OWNERS – No provision of this Declaration of Architectural Standards shall preclude Owners of Lots in the Subdivision from vacating a plat or filing a replat to correct any error in the original platting or replatting of such Lots in the Subdivision, or from otherwise recording a partial replat, provided that such vacating or replatting is done in accordance with applicable Texas statutes.

SECTION 9.10 LIMITATION ON LIABILITY – Neither the Association, the Board, the Architectural Control Committee, or any officer, agent, or employee of any of the same acting within the scope of their respective duties described in this Declaration of Architectural Standards shall be liable to any Person for any reason or for any failure to act if the action or failure to act was in good faith and without malice.

SECTION 9.11 CAPTIONS FOR CONVENIENCE – The titles, headings, captions, article and section numbers used in this Declaration of Architectural Standards are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration of Architectural Standards. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration of Architectural Standards.

SECTION 9.12 GOVERNING LAW – This Declaration of Architectural Standards shall be construed and governed under the laws of the State of Texas.

EXECUTED on the date(s) set forth in the attached consents, to be effective upon recording in the Official Public Records of Real Property Records of Harris County, Texas.

TO CERTIFY WHICH, WITNESS MY HAND this the 9th day of October, 2014.

Kim Coleman

[Signature]

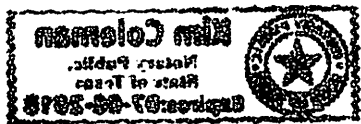
David Brookshire, Secretary of the Board

100 Cypresswood Place CIA

[Signature]

David Brookshire
17406 Palisander Ct.
Spring, TX 77388





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FILED

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Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

OCT 10 2014



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS