

FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
OF CYRESSWOOD PLACE, SECTION ONE (1)
A HARRIS COUNTY SUBDIVISION

*H
Amend
w*

THE STATE OF TEXAS §
 §
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

lee

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 covenants, conditions and restrictions 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 of the Original Declaration is hereby amended in its entirety to read as follows:

ARTICLE I
DEFINITIONS

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

RP 092-94-1453

SECTION 1.1 ANNUAL ASSESSMENT – The assessments levied pursuant to Article V hereof for managing, maintaining, operation, repairing, and insuring the Common Area, and other purpose set out in this Declaration.

SECTION 1.2 DECLARATION OF ARCHITECTURAL STANDARDS – Means the Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) Regarding Architectural Control.

SECTION 1.3 ARTICLES OF INCORPORATION – The Articles of Incorporation of the Association.

SECTION 1.4 ASSESSMENT(S) – An Annual Assessment, a Special Assessment, or a Reimbursement Assessment.

SECTION 1.5 ASSOCIATION – Means CYPRESSWOOD PLACE COMMUNITY IMPROVEMENT ASSOCIATION, A Texas non-profit corporation, its successors and/or assigns.

SECTION 1.6 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 1.7 BYLAWS – The Bylaws of the Association, as same may be amended from time to time.

SECTION 1.8 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 1.9 DECLARATION – 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 1.10 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 1.11 LOT – Each of the lots shown on the map or plat of the Subdivision.

SECTION 1.12 MAINTENANCE FUND – Any accumulation of the annual maintenance charges collected by the Association in accordance with the provisions of this Declaration and interest, penalties, assessments and other sums

11-11-2011 11:45 AM

RP 092-94-1455

and revenues collected by the Association pursuant to the provisions of this Declaration.

SECTION 1.13 MEMBER OR MEMBERS - All Owners of Lots who are members of the Association as provided in Article III of this Declaration.

SECTION 1.14 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 1.15 MORTGAGEE - A mortgagee under a Mortgage or a beneficiary under a deed or trust, as the case may be, and the assignees of any such mortgage or beneficiary.

SECTION 1.16 NOTICE AND HEARING - A written notice and a public hearing before the Board of Directors or a tribunal appointed by the Board in the manner provided in this Declaration, Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) or in the Bylaws.

SECTION 1.17 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 1.18 PERSON - A natural person, a corporation, a partnership, or any other legal entity.

SECTION 1.19 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 Country, Texas.

SECTION 1.20 PROPERTY - All of that certain 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 1.21 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, of this Declaration or the Rules and Regulations, pursuant to Section 5.8 hereof.

SECTION 1.22 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 1.23 SPECIAL ASSESSMENT – A charge against each owner and his Lot representing a portion of the cost to the Association for the purpose of funding major capital repairs, maintenance, and replacement of Improvements, imposed pursuant to Section 5.4 hereof.

SECTION 1.24 SUBDIVISION - All the certain real property located within Harris County, Texas, as reflected on the Plat.

Article II of the Original Declaration is hereby amended in its entirety to read as follows:

ARTICLE II
ESTABLISHMENT OF GENERAL PLAN

SECTION 2.1 GENERAL PLAN AND DECLARATION - This Declaration hereby is established pursuant to and in furtherance of a common and general plan for the improvement and sale of Lots within the Subdivision and for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision. The Association, its successors and assigns, hereby declares that the Subdivision and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration and the Declaration of Architectural Standards and Restrictions, for the duration thereof. The Lots and Common Area in the Subdivision shall be subject to the jurisdiction of the Association.

SECTION 2.2 EQUITABLE SERVITUDES – The covenants, conditions, restrictions, limitations, reservations, easements, and exceptions of this Declaration hereby are imposed as equitable servitudes upon each Lot, and the Common Areas within the Subdivision, as a servient estate, for the benefit of each and every other Lot and parcel of Common Area within the Subdivision, as the dominant estate.

SECTION 2.3 COVENANTS APPURTENANT - The covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration shall run with, be governed by, and shall inure to the benefit of and shall be binding upon, all of the Subdivision,

HP 092-94-1456

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.

Article III of the Original Declaration is hereby amended in its entirety to read as follows:

ARTICLE III
MANAGEMENT AND OPERATION OF SUBDIVISION

SECTION 3.1 MANAGEMENT BY ASSOCIATION - The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power, and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement administration, and operation of the Subdivision as herein provided for and as provided for in the Articles of Incorporation, Bylaws, and the Rules and Regulations. In the event of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control; and in the event of a conflict between the Articles of Incorporation, Bylaws, or Declaration of Architectural Standards and the provisions of the Declaration, the provisions of the Declaration shall control. In the event of any conflict between the Declaration of Architectural Standards and the Declaration, the Declaration shall control. The business and affairs of the Association shall be managed by its Board of Directors, unless otherwise reserved to the Members of the Association by law, the terms of the Declaration, Articles of Incorporation, Declaration of Architectural Standards or Bylaws. It shall be the responsibility of each Owner or occupant of a Dwelling Unit to obtain copies of and become familiar with the terms of the Declaration, Articles of Incorporation, Declaration of Architectural Standards, Bylaws, Rules and Regulations and Minimum Construction Standards.

The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Declaration, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

25-11-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100

In addition to other powers granted the Board of Directors of the Association shall also have the power to create procedures for resolving disputes between Owners or occupants of Dwelling Units, including appointment of committees to consider or reconsider resolutions of any disputes.

SECTION 3.2 BOARD OF DIRECTORS - The number, terms, and qualifications of the members of the Board of Directors shall be governed by the Articles of Incorporation and the Bylaws.

SECTION 3.3 MEMBERSHIP IN ASSOCIATION - Each owner, whether one Person or more of a Lot shall, upon and by virtue of becoming such an Owner, automatically become and shall remain a Member of the Association until ownership of the Lot ceases for any reason, at which time the membership in the Association shall also automatically cease.

Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership. Provided with the provision that prior to changing the name of the Owner of any Lot on the membership rolls of the association, the Association or its managing agent (if authorized by the Board of Directors) may charge a transfer fee or processing fee when ownership to any Lot changes or the Mortgage on the Lot is refinanced.

SECTION 3.4 VOTING OF MEMBERS - The Association shall have a single class of membership:

Members shall be all those Owners as defined by Section 3.3. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership in Section 3.3. When more than one person holds interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

SECTION 3.5 POWER TO ADOPT RULES AND REGULATIONS - The Association, through its Board of Directors, may adopt, repeal, and enforce Rules and Regulations, fines, levies and enforcement provisions with respect to the interpretation and implementation of the Declaration, the implementation of the Declaration of Architectural Standards, the operation of the Association, the use and enjoyment of the Common Areas, and the use of any other property within the Subdivision, including Lots. Any such Rules and Regulations shall be reasonable and uniformly applied to all Members and their family, tenants, and guests. Such Rules and Regulations shall be effective only upon adoption of the Board of Directors.

PP 092-94-1458

Each Member shall comply with such Rules and Regulations and shall see that Persons claiming through such Member comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

SECTION 3.6 POWER TO ENFORCE DECLARATION AND RULES AND REGULATION – The Association shall have the power to enforce the provisions of this Declaration and any Rules and Regulations and shall take such actions the Board deems necessary or desirable to cause compliance by each Member and each Member’s family, guests, or tenants. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations of the Association by any one or more of the following means by:

- (a) Entry upon any Lot within the Subdivision after Notice and Hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice [written or oral] to the Owner, but in such a manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the Improvements situated thereon by the Owner or any other Person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or Rules and Regulations;
- (b) Commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise;
- (c) Commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations;
- (d) levying and collecting, after Notice and Hearing, a Reimbursement Assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or Member’s family, guests, of tenants; and
- (e) levying and collection, after Notice and Hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulation of the Association, from any Member or Member’s family, guests, or tenants, for breach of this Declaration or such Rules

09-1459

and Regulations by such Member or Member's family, guests, or tenants.

SECTION 3.7 BOARD ACTIONS IN GOOD FAITH – Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its members or any other party.

SECTION 3.8 POWER TO GRANT EASEMENTS – The Association shall have the power to grant access, utility, drainage, water facility, and other such easements in, on, over, and under Lots provided that such easements do not unreasonably interfere with the rights of the Owner of such Lots.

Article IV of the Original Declaration is hereby renumbered and renamed as Article III of the Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) Regarding Architectural Control (to be filed as a separate instrument). In the event the Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) Regarding Architectural Control is not approved by the Members in accordance with Article XII, Sec. 12.1 of the Original Declaration, Article IV of the Original Declaration shall remain in full force and effect.

Article V of the Original Declaration is hereby renumbered and renamed as Article IV of the Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) Regarding Architectural Control (to be filed as a separate instrument). In the event the Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) Regarding Architectural Control is not approved by the Members in accordance with Article XII, Sec. 12.1 of the Original Declaration, Article V of the Original Declaration shall remain in full force and effect.

Article VI of the Original Declaration is hereby amended in its entirety and renumbered as Article IV to read as follows:

**ARTICLE IV
USE RESTRICTIONS**

SECTION 4.1 GENERAL – No Owner shall use the Common Area, if any, or use or permit such Owner's Lot or Dwelling Unit to be used for any purpose that would (a) void any insurance in force with respect to the Subdivision; (b) make it impossible to obtain any insurance required by this Declaration; (c) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (d) constitute a violation of the Declaration or any applicable law

PP 092-94-146

or (e) unreasonably interfere with the use and occupancy of the Subdivision by other Owners.

SECTION 4.2 SINGLE FAMILY RESIDENTIAL USE – Each Owner shall use his/her Lot and the Dwelling Unit on his/her Lot, if any, for single family residential purposes only. As used herein, the term “single family residential purposes” shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his/her residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Dwelling Unit or any structure or Improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no onsite employees are permitted; (d) no offensive activity or condition, noise and/or odor are permitted; and (e) such use in all respects complies with the laws of the State of Texas, the ordinances of the City of Houston, Harris County, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term “single family residential purposes” shall also be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents and domestic servants; (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including wards), their dependent brothers or sisters, their grandparents, and their domestic servants; and (c) in an event, shall any single family residence be occupied by more persons than the product of the total number of bedrooms contained in the single family residence as originally constructed multiplied by two (2).

SECTION 4.3 VEHICLES – No motor vehicle or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Architectural Control Committee. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet six inches (6’6”) in height, or eight feet (8’) in width, or twenty-four (24’) in length; and (e) have no commercial advertising located thereon, may 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 on a Lot unless the vehicle being repaired is concealed from view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery, or equipment

RP 032-94-1461

temporarily parked and in use for the construction, repair or maintenance of a house or houses. Overnight parking of any vehicles on the street is prohibited. Owner, occupants or guests of Lots may temporarily use the parking permit available from the Association for short term overnight parking on the street. The Board of Directors of the Association may adopt additional Rules and Regulations regulating parking on the streets in the Subdivision.

SECTION 4.4 NO NOXIOUS OR OFFENSIVE ACTIVITY – No noxious or offensive activity shall be carried on upon any property within the Subdivision nor shall anything be done or placed thereon that is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to others. No horns, whistles, bells, or other sound devices, except for security used exclusively to protect the Dwelling Unit, shall be placed or used on any Lot or Improvements. This paragraph shall not preclude the use of outdoor speakers for hi-fis, stereos, or radios if the sound level is maintained at a reasonably low level with respect to adjoining property.

SECTION 4.5 NO HAZARDOUS ACTIVITIES – No activity shall be conducted on and no Improvements shall be constructed on any property within the Subdivision that is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior or exterior fireplace.

SECTIONS 4.6 RESTRICTIONS ON GARBAGE AND TRASH – No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed container of a type, size and style approved by the Board and appropriately screened from view, except that any such container may be placed in a designated area for garbage or trash pickup no earlier than six o'clock p.m. on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than midnight of the day of pickup of such garbage and trash.

SECTION 4.7 CLOTHES DRYING – No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot if visible from any street or Common Areas.

SECTION 4.8 ANIMALS – No animals of any kind shall be raised, bred, or kept in the subdivision except as hereinafter provided. A total of two (2) dogs, cats, or 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

RP 092-94-1462

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 other Owners; (c) they are kept within the Dwelling Unit, 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; and (d) they are not in violation of any other provision of this Declaration and such limitations as may be set forth in the Rules and Regulations. A "reasonable number" as used in this Section 4.8 ordinarily shall mean no more than two (2) pets per Dwelling Unit; provided, however, that the Board (or such other Person as the Board from time to time may designate) from time to time may determine that a reasonable number in any instance may be more or less than two (2). The Association, acting through the Board, shall have the right to prohibit maintenance of any animal that, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner, tenant or guest of an Owner shall have the absolute duty and responsibility to clean up after such animals to the extent they have used any portion of the Lot of another Owner or any Common Areas.

SECTION 4.9 SIGNS AND BILLBOARDS – No signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any Lot except one (1) sign of not more than seven (7) square feet advertising the particular Lot or Dwelling Unit on which the sign is situated for sale or lease. All restrictions for political signage are governed by Texas State Law. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section 4.9 be erected, permitted or maintained on any lot without the express prior written consent of the Architectural Control Committee.

SECTION 4.10 OIL AND MINING 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 any walls, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

SECTION 4.11 TREATMENT FACILITIES – No lot shall be used for the operation of a boarding or rooming house, a residence for transients, a "group home", "family home", "community home"; day-care center, rehabilitation center, treatment facility, or residence of unrelated individuals who are engaging in, undertaking, or participating in any group living, rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol, or drug dependence, physical or mental handicaps or illness, or other similar matters, unless otherwise allowed by

03-2-94-1463
PH

the terms of any law specifically negating the provisions of restrictive covenants prohibiting same.

SECTION 4.12 LEASING – Homes may only be leased for single family residential purposes as defined in this Declaration. No Owner shall be permitted to lease his/her home for hotel or transient purposes, which for purposes of this Section 4.12 is defined as a period of less than thirty (30) days. No Owner shall be permitted to lease less than the entire home. Every such lease shall be in writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration. The owner making such lease shall not be relieved from any of such obligations.

SECTION 4.13 LANDSCAPING MAINTENANCE – All landscaping (including but not limited to lawns, flowerbeds and curbs) located on any lot shall be properly maintained in accordance with Subdivision standards at all times by the Owner of such lot in a trimmed, well-kept and clean condition, as determined by the Board of Directors.

SECTION 4.14 EXTERIOR MAINTENANCE – All homes shall be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot in a presentable well-kept and clean condition in accordance to the Architectural Controls and other guidelines determined by the Board of Directors.

SECTION 4.15 ITEMS STORED IN PUBLIC VIEW – No items or objects shall be stored in public view that the Board of Directors determines constitutes an unsightly and/or cluttered appearance and/or which would tend to diminish the appearance of the Subdivision. Such items may be removed from any Lot by the Association without liability for trespass or otherwise upon mailing notice to the Lot Owner ten (10) days prior to such removal. The Association shall bear no responsibility or liability for the items removed so long as the notice requirement herein is met.

SECTION 4.16 LIGHTING AND EXTERIOR HOLIDAY DECORATIONS – Lighting and/or decorations on a Lot may not be used or placed in a manner which, at the discretion of the Board of Directors, constitutes a nuisance or an unreasonable source of annoyance to the occupants of other Lots including, without limitation, shining lights into the windows of other Owners. These lights and/or decorations may not be displayed more than six (6) weeks in advance of the specific holiday, and must be removed within thirty (30) days after the holiday has ended.

SECTION 4.17 GARAGE SALES – Owners are limited to two (2) yard or garage sales per year.

PP 092-94-1464

SECTION 4.18 WINDOW TREATMENT – No window in any Dwelling Unit or other Improvement that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material.

SECTION 4.19 AIR CONDITIONING – No window, roof or wall type air conditioner that is visible from any street, shall be used, placed or maintained on or in any Dwelling Unit, garage, or other Improvement.

Article VII of the Original Declaration is hereby amended in its entirety and renumbered as Article V to read as follows:

ARTICLE V
COVENANTS FOR ASSESSMENTS

SECTION 5.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS –Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

- (a) Annual Assessments;
- (b) Special Assessments; and
- (c) Reimbursement Assessments,

all as hereinafter defined.

The Annual, Special, and Reimbursement Assessments (the “Assessments”), herein provided for shall be a charge and a continuing lien upon each Lot, together with all Improvements thereon, as hereinafter more particularly stated. Each Assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such Assessments accrued, but no Owner shall be personally liable for the payment of any Assessments made or becoming due and payable after his/her ownership ceases. No Owner shall be exempt or excused from paying any such Assessments by waiver of the use or enjoyment of the Common Areas, or any part thereof, or by abandonment of his/her Lot or his/her interest therein.

SECTION 5.2 PURPOSE OF ANNUAL ASSESSMENTS – Each Lot in the Subdivision is hereby subjected to an Annual Assessment for the purpose of creating a fund to be designated and known as the “Maintenance Fund”, which Annual Assessment shall be paid by the Owner or Owners of each Lot within the

HP 092-94-1465

PP 092-94-1466

Subdivision to the Association, on or before January 1 of each year, in advance annual installments, commencing on a date and in a manner to be promulgated by the Board of Directors of the Association. The rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Association. The Association shall use the proceeds of said Maintenance Fund for the use and benefit of all residents of the Subdivision, as well as any other subdivision brought within the jurisdiction of the Association; provided, however, that other subdivisions to be entitled to the benefit of this Maintenance Fund must be impressed with and subjected to the Annual Assessment on a uniform, per Lot basis, equivalent to the Annual Assessment imposed hereby. The uses and benefits to be provided by the Association shall include, by way of clarification and not limitation, at its sole option, any and all of the following: constructing and maintaining paths, parks, landscape reserves, parkways, easements, esplanades, fences, cul-de-sac and street medians, the Exterior Brick Wall, limited access gates, and other common areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Subdivision to which the Maintenance Fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the Assessments, employing security, garbage collection, and doing other things necessary or desirable, in the opinion of the Association, to keep the Subdivision neat and in good order or which is considered of general benefit to the Owners or occupants of the Subdivision. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above will be provided by the Association.

SECTION 5.3 MAXIMUM ANNUAL ASSESSMENT - The maximum Annual Assessment may be increased each year not more than fifteen percent (15%) above the Annual Assessment for the previous year without a vote of the membership. The Board of Directors may fix the Annual Assessment at an amount not to exceed the maximum permitted herein.

SECTION 5.4 SPECIAL ASSESSMENTS - In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any use or benefit provided for herein in Section 5.2. Provided, however, any such assessment shall have the assent of two-thirds (2/3) of the votes of Owners who are voting in person, or by proxy, or absentee ballot at a meeting duly called for this purpose.

SECTION 5.5 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 5.3 AND 5.4 - Written notice and/or publication in the Association website, of any meeting called for the purpose of taking any action authorized

under Section 5.3 or 5.4 shall be conveyed to all Owners not less than fifteen (15) days nor more than sixty (60) days before the date of the meeting. At any such meeting called, the presence of Members, proxies, absentee or electronic ballots entitled to cast fifty-one percent (51%) of all votes of the membership shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 5.6 UNIFORM RATE OF ASSESSMENT – Both Annual and Special Assessments must be fixed at a uniform rate for all Owners.

SECTION 5.7 DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENTS – The Annual Assessments provided for herein shall commence as to all Lots on the First day of the month following the conveyance of a Lot to an Owner. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. The due dates shall be established by the Board of Directors. Written notice of the figure at which the Board of Directors of the Association has set the Annual Assessment for Lots shall be sent to every Owner. The failure to fix the amount of the Annual Assessment or to send written notice thereof to all Owners shall not affect the authority of the Association to levy the Annual Assessment or to increase the Annual Assessment as provided in this Declaration.

SECTION 5.8 REIMBURSEMENT ASSESSMENTS – The Board of Directors, subject to the provisions hereof, may levy a Reimbursement Assessment against any Owner if the failure of the Owner or the Owner's family, guests, or tenants to comply with this Declaration, the Articles of incorporation, Declaration of Architectural Standards, Bylaws, or the Rules and Regulations shall have resulted in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. The amount of the Reimbursement Assessment shall be due and payable to the Association ten (10) days after written notice to the Owner of the decision of the Board of Directors that the Reimbursement Assessment is owed.

SECTION 5.9 ESTOPPEL CERTIFICATES – The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 5.10 APPLICATION OF PAYMENTS – If any Owner’s payment of an Assessment payment is less than the amount assessed and the payment does not specify whether it should be applied against an Annual Assessment, Special Assessment, or Reimbursement Assessment, the payment received by the Association from the Owner shall be credited in the following order of priority: (a) Reimbursement Assessment until the Reimbursement Assessment has been satisfied; (b) Special Assessment until the Special Assessment has been satisfied; and (c) Annual Assessment until the Annual Assessment has been satisfied.

SECTION 5.11 EFFECT OF NONPAYMENT OF ASSESSMENTS – Any assessment not paid with thirty (30) days after the due date shall be delinquent and shall be subject to the following:

- (a) late charges, interest at the maximum rate of eighteen percent (18%) per annum from the due date, and all costs of collection, including reasonable attorney’s fees; and
- (b) No owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

The Association may bring an action at law against the Owner or Owners personally obligated to pay the same and foreclose the lien created hereby against the Lot.

SECTION 5.12 NO OFFSETS – The Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration or claim by the Owner of non-use of the Common Areas or abandonment of his/her Lot or claim by the Owner of inconvenience or discomfort arising from the making of repairs or Improvements to Common Areas or from any action taken to comply with any law or any determination of the Board of Directors or for any other reason.

SECTION 5.13 SUBORDINATION OF THE LIEN TO MORTGAGES – The lien of the Assessments provided for herein shall be deemed subordinate to any Mortgage for the purchase or Improvement of any Lot and any renewal, extension, rearrangements or refinancing thereof. Sale or transfer of any Lot shall not affect the lien of the Assessment; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of the Assessments as to payment which became due prior to such sale or transfer.

09-14-08

No sale or transfer shall relieve such Lot from liability for the Assessments thereafter becoming due or from the lien thereof.

Article VIII of the Original Declaration is hereby renumbered and renamed as Article V of the Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) Regarding Architectural Control (to be filed as a separate instrument). In the event the Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) Regarding Architectural Control is not approved by the Members in accordance with Article XII, Sec. 12.1 of the Original Declaration, Article VIII of the Original Declaration shall remain in full force and effect.

Article IX of the Original Declaration is hereby renumbered and renamed as Article VI of the Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) Regarding Architectural Control (to be filed as a separate instrument). In the event the Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) Regarding Architectural Control is not approved by the Members in accordance with Article XII, Sec. 12.1 of the Original Declaration, Article IX of the Original Declaration shall remain in full force and effect.

Article X of the Original Declaration is hereby renumbered and renamed as Article VII of the Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) Regarding Architectural Control (to be filed as a separate instrument). In the event the Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) Regarding Architectural Control is not approved by the Members in accordance with Article XII, Sec. 12.1 of the Original Declaration, Article X of the Original Declaration shall remain in full force and effect.

Article XI of the Original Declaration is hereby amended in its entirety and renumbered as Article VI to read as follows:

ARTICLE VI
INSURANCE

SECTION 6.1 GENERAL PROVISIONS – The Board shall have the authority to determine whether or not to obtain insurance for the Association and upon the Common Areas, if any, and if insurance is obtained, the amounts thereof. In the event that insurance is obtained, the premiums for such insurance shall be an expense of the Association which shall be paid out of the Maintenance Fund.

SECTION 6.2 INDIVIDUAL INSURANCE – Each Owner shall be responsible for insuring his/her Dwelling Units, its contents and furnishings. Each Owner, at his/her own cost and expense, shall be responsible for insuring against the liability of such Owner.

RP 092-94-1469

Article XII of the Original Declaration is hereby amended in its entirety and renumbered as Article VII to read as follows:

ARTICLE VII
AMENDMENT TO DECLARATION AND DURATION OF RESTRICTIONS

SECTION 7.1 AMENDMENT– The provisions of this Declaration 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 fifty-one percent (51%) 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 7.2 DURATION – This Declaration 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 may be amended at any time, as set forth in Section 7.1.

Article XIII of the Original Declaration is hereby amended in its entirety and renumbered as Article VIII to read as follows:

ARTICLE VIII
MISCELLANEOUS

SECTION 8.1 SEVERABILITY – In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

SECTION 8.2 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 8.3 DELAY IN ENFORCEMENT – No delay in enforcing the provisions of this Declaration 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 8.4 ENFORCEABILITY – This Declaration 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

09-14-2011 11:47 AM

portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce this Declaration is initiated against an Owner or occupant of 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.

SECTION 8.5 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, the Declaration of Architectural Standards or the Rules and Regulations, the Association, 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 8.6 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, 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, 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 8.7 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 and shall be subject to any and all of the enforcement procedures set forth in the Declaration.

SECTION 8.8 REMEDIES CUMULATIVE – Each remedy provided under this Declaration is cumulative and not exclusive.

SECTION 8.9 VACATING OF PLAT OR CORRECTION OF PLAT OWNERS – No provision of this Declaration 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 8.10 ANNEXATION OF ADDITIONAL LAND – Additional residential property and Common Areas outside of the Subdivision that are adjacent to or in the Subdivision, at any time and from time to time, may be annexed into the Subdivision, without the consent of the Owner or any other parties; provided, however, that such additional property is made subject to similar terms and conditions as set forth in this Declaration and that such annexed property is impressed with and subject to at least the Assessments imposed pursuant to this Declaration. Such additional property may be annexed into this Subdivision by a written instrument executed by the Association through action of the Board of Directors and recorded in the Official Public Records of Real Property of Harris County, Texas.

SECTION 8.11 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, 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 8.12 CAPTIONS FOR CONVENIENCE – The titles, headings, captions, article and section numbers used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

SECTION 8.13 GOVERNING LAW – This Declaration shall be construed and governed under the laws of the State of Texas.

SECTION 8.14 INTERPRETATION – The provisions of this Declaration shall be liberally construed to give full effect to their intent and purposes. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one conflicting interpretation, then the interpretation which is most

RR 092-94-1472

nearly in accordance with the general purposes and objectives of this Declaration and the general plan of development established by this Declaration shall govern.

Article XIV of the Original Declaration is hereby amended in its entirety and renumbered as Article IX to read as follows:

ARTICLE IX
PROPERTY RIGHTS IN COMMON AREAS

SECTION 9.1 RIGHTS OF MEMBERS -Every Member of the Association shall have a beneficial interest of nonexclusive use and enjoyment in and to the Common Areas and interest shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to publish Rules and Regulations governing the use of the Common Areas and to establish penalties for infractions thereof;
- (b) The right of the Association to enter into and execute contracts with any party for the purpose of providing maintenance or other materials or services consistent with the purposes of the Association and this Declaration.

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.

[Handwritten signature of David Brookshire]

David Brookshire, Secretary of the Board

106 Cypresswood Place C/A

Rex

David Brookshire

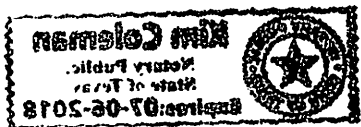
17406 Palisades Ct

Spring, TX 77388

[Handwritten signature of Kim Coleman]



RP 092-94-1473



REF 092-94-1474

FILED

2014 OCT 10 PM 12:03

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